**City Commission Regular Meeting**
**Tuesday, July 22, 2025 at 6:30 PM**

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

## 1. OPENING OF MEETING

Call to Order

## 2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Bill Kitchin 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 Recognizing: The Finance Department of the City of New Smyrna Beach for Distinguished Budget Presentation Award

## 5. CITY MANAGER'S REPORT

5.A City Manager's Report

## 6. PUBLIC PARTICIPATION

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

## 7. CONSENT AGENDA

7.A Consider adoption of the minutes from the City Commission regular meeting held on Tuesday, July 8, 2025.

7.B Resolution No. 17-25: Consider the adoption of Resolution No. 17-25, which if adopted, would approve the HMGP Grant Initiative - Acquisition and Demolish Three Homes

7.C Resolution No. 18-25: Consider the adoption of a resolution, which if approved, would declare the City's intent to reimburse itself for capital expenditures incurred for the acquisition of land in the Turnbull Creek Watershed, using proceeds from a future tax-exempt financing in the amount of up to $5,500,000.00, as authorized by the 2018 voter-approved referendum.

7.D Resolution No. 19-25: Consider the adoption of a Resolution to allow the City to partner with Volusia County's Transform386 Buyout and Acquisition program.

7.E Consider the approval of a Dock Easement Agreement to allow for a single-family residential dock to be located along the east side of North Riverside Drive across from property addressed at 620 North Riverside Drive.

7.F Consider the approval of Construction, Engineering, and Inspection (CEI) Services for Washington Street Roadway Improvement Project.

7.G Consider the approval of an Interlocal Agreement with Volusia County for services through the Volusia County Public Works - Road and Bridges and Traffic Engineering Divisions.

7.H Consider terminating the agreement with Yaupon Brothers LLC. to harvest Yaupon tea leaves from Indian River Lagoon Park in 2020.

7.I Consider the approval of an Interlocal Agreement between the City of New Smyrna Beach and Volusia County Schools for field use at the Sports Complex.

7.J Consider the approval of the transfer of K9 Noris to another law enforcement agency.

## 8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Resolution No. 08-25: Consider the adoption of a Resolution, which if adopted, would amend the FY2024-2025 budget.

## 9. QUASI-JUDICIAL HEARINGS

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

9.B Conduct a Quasi-Judicial Public Hearing to consider the approval of Application No. HTR-4-24 - Historic Tree Removal of three (40", 45", and 53" DBH) trees on the commercial property at 190 S. Wild Orange Dr.

9.C Ordinance No. 39-25: Conduct a Second Reading and Quasi-Judicial Hearing of an Ordinance, which, if adopted, would approve PUD-4-22, New Smyrna Beach Medical Center and Wellness Complex.

9.D Conduct a Quasi-Judicial Hearing of a proposed Sidewalk Café Agreement for The Spott restaurant located at 424 Canal Street.

## 10. PUBLIC HEARINGS

10.A Ordinance No. 32-25: Conduct a Second Reading and Public Hearing, that would annex approximately 0.36 + acres of property located at 1198 N Golf Lake Drive.

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

10.C Ordinance No. 34-25: Conduct a Second Reading and Public Hearing would rezone approximately 0.36 + acres of to A-3, Transitional Agriculture for property located at 1198 N Golf Lake Drive as part of an overall annexation application.

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

## 11. ORDINANCES FIRST READINGS

11.A Ordinance No. 40-25: 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 from Industrial Mixed Use to Industrial on approximately 0.59 + acres of land located on the southeast corner of South Myrtle Avenue and W 7th Street.

11.B Ordinance No. 45-25: Conduct a First Reading of an ordinance, which, if adopted at a Second Reading and Public Hearing, would approve a proposed text amendment, to the City's Land Development Regulations, to prohibit advertising of unpermitted uses in a zoning district.

## 12. BOARDS AND COMMISSIONS

12.A Board Vacancy Notice: Historic Preservation Commission

12.B Board Vacancy Notice: Utilities Commission

## 13. MAYOR AND COMMISSIONER COMMENTS

## 14. CITY CLERK'S REPORT

14.A City Clerk's Report

## 15. CITY ATTORNEY'S REPORT

## 16. ADJOURNMENT

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

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

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

**RECOGNIZING: THE FINANCE DEPARTMENT OF THE CITY OF NEW SMYRNA BEACH FOR DISTINGUISHED BUDGET PRESENTATION AWARD**

**July 22, 2025**

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**Background:**

The Finance Department of the City of New Smyrna Beach has been recognized with the Budget Excellence Award by the Government Finance Officers Association (GFOA), honoring their outstanding performance in financial planning, transparency, and resource stewardship.

This recognition reflects the department's continued commitment to strategic budgeting, fiscal responsibility, and collaborative work across the organization. It is also a testament to the dedication, expertise, and hard work of the entire finance team.

The GFOA established the Distinguished Budget Presentation Awards Program in 1984 to promote the preparation of high-quality budget documents that align with the guidelines set by the National Advisory Council on State and Local Budgeting and GFOA's best practices. The City is proud to have received this honor for 15 consecutive years—a clear indicator of our long-standing commitment to excellence in financial management.

**Fiscal Analysis:**
None

**Strategic Plan Item:**
No

Staff Report Created By: Sharon Taylor-Harding

**Attachments:**

BudgetAward2024.pdf

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

RECEIVED
JUL - 7 2025
BY FINANCE

June 23, 2025

Sheliza Bhola
City of New Smyrna Beach
210 SAMS AVE
NEW SMYRNA BEACH, FL 32168

Dear Sheliza Bhola:

Your government should have recently received electronic correspondence that your 2024 budget qualifies for GFOA's Distinguished Budget Presentation Award. To commemorate that achievement, enclosed is a medallion which can be added to your existing plaque as a testament to the government's commitment to producing annual reports that evidence the spirit of full disclosure and transparency.

Congratulations again!

Sincerely,

Michele Mark Levine

Michele Mark Levine
Director, Technical Services Center

RECEIVED
JUL - 7 2025
BY FINANCE

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

**CITY MANAGER'S REPORT**

**July 22, 2025**

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**Background:**
City Manager's Report

**Fiscal Analysis:**
N/A

**Strategic Plan Item:**
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

**Attachments:**

CM Report 7-22-25 Attachments.pdf

**MEMORANDUM**

**FROM THE OFFICE OF THE CITY MANAGER**

**To:** Mayor and City Commission

**From:** Kevin Cowper, City Manager

**Re:** **City Manager's Report – July 22, 2025**

**Date:** July 16, 2025

- Continued preparations for the 2026 Fiscal Year Budget scheduled to be approved September 23. Reviewed and finalized the presentation for the July 10 City Commission Budget Workshop. A Special City Commission Meeting will be conducted on July 22 to set the maximum millage rate.

- The 2024 Annual Comprehensive Financial Report (ACFR) is available on the City's website at Financial Reports | New Smyrna Beach, FL - Official Website. The ACFR is prepared annually to provide the City Commission, citizens, representatives of financial institutions, and others with detailed information concerning the financial condition and performance of the City of New Smyrna Beach. The report also provides assurance that the City presents fairly its financial position as verified by independent auditors.

- The Finance Department issued a Request for Proposals for concessionaire services on July 7 to provide food, non-alcoholic beverages, novelty items and other suitable snack foods and refreshments at various sports/recreation venues within the city. The deadline for responses is August 6 and proposals will be opened August 7.

- The Finance Department received notification on July 8 that it has been recognized with the Budget Excellence Award by the Government Finance Officers Association (GFOA), honoring outstanding performance in financial planning, transparency, and resource stewardship. The GFOA established the Distinguished Budget Presentation Awards Program in 1984 to promote

the preparation of high-quality budget documents that align with the guidelines set by the National Advisory Council on State and Local Budgeting and GFOA's best practices. The City is proud to have received this honor for 15 consecutive years—a clear indicator of our long-standing commitment to excellence in financial management.

- Met with city staff on July 8 to discuss short term rental regulations and enforcement procedures.

- Met with city staff on July 8 to discuss various concerns voiced by Callalisa Creek Vistas Phase 2A and 2B representatives including sidewalks, stormwater and traffic.

- Met with planning staff and a concerned citizen on July 8 regarding traffic concerns from a proposed medical center on SR 44.

- Followed up on citizen comments received during the July 8 City Commission meeting about parking on Sapphire Road. Multiple city staff attended a meeting on July 11 with residents and discussed sidewalk and on-street parking improvements.

- Followed up on citizen comments received during the July 8 City Commission meeting about broken streetlights. NSB Utilities will respond to the report that about 15 lights are out in the vicinity of South Causeway and 3rd Avenue by the Walgreens.

- Met with the three deputy police chief finalist candidates on July 9.

- Attended the City Commission Budget Workshop on July 10 and presented the proposed 2026 Fiscal Year Budget.

- Attended the Team Volusia EDC Board meeting on July 11 at Embry-Riddle Aeronautical University, Henderson Welcome Center. Agenda items included a review of the 2024 Auditors' Report, Space Florida Update, and discussion of the United Kingdom/Florida economic relationship.

- Met with members of the NSB Board of Realtors along with the City Attorney on July 11 to discuss real estate disclosures.

- Met with the SEV Chamber of Commerce Executive Director on July 15 to discuss upcoming SEV Chamber events and activities.

- Attended the Team Volusia Executive Committee meeting on July 16 and heard a presentation from Resource Development Group about private fund-raising opportunities for economic development organizations.

- Will attend a meeting with FDOT and the city's traffic consultant on July 17 to discuss transportation plans and projects.

- Will attend an introductory meeting on July 17 with Volusia County Emergency Management Director Clint Mecham along with key city emergency management staff.

- Will attend a planning meeting on July 17 for the SEV Regional Economic Summit scheduled for October 23. The purpose of this summit is to convene the three cities of New Smyrna Beach, Edgewater, and Oak Hill to identify common goals as a region.

- Please find attached the Financial Report for the period ending May 31. Please note the new report format and content that is more comprehensive and transparent.

- Please find attached the June Permit Issuance Report.

- Please find attached the June Digital Media Report.

- Please find attached the June NSBU Monthly Capacity Metrics Report.

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

# CITY OF NEW SMYRNA BEACH

## FINANCIAL REPORT FOR MONTH ENDED MAY 31, 2025

# FINANCIAL SNAPSHOT

**Fiscal Progress:**

- 67% of the year and 64% of pay periods completed.
- Revenues and expenses tracking within expected range (64–67%).
- Some revenues received 1–2 months in arrears.

**Capital Activity:**

- Timing varies by project; grants typically reimbursed post-expenditure.

**Cash Position:**

- Strong due to front-loaded tax collections (Nov–Apr).
- Expected to decline through Sep as expenses continue and tax receipts slow.

**Debt:**

- No new debt issued.
- $1.44M in principal paid down (4.5% of total).
- Total outstanding debt: $30.2M (down from $31.6M).

# GENERAL FUND

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

**AS OF MAY 31, 2025**

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| REVENUES | $ 53,541,579 | $ 41,398,736 | $ (12,142,843) | 77% |
| EXPENSES | $ 61,208,459 | $ 29,728,837 | $ (31,479,622) | 49% |
| **NET SURPLUS (DEFICIT)** | **$ (7,666,880)** | **$ 11,669,899** | **$ 19,336,779** | **-152%** |
| | | $ 21,592,223 | | |
| FUND BALANCE BEG 10/01/24 | $ 7,666,880 | $ 5,996,430 | $ (1,670,450) | 78% |
| FUND BALANCE END 05/31/25 | **$ -** | **$ 17,666,330** | **$ 17,666,330** | 0% |

# GENERAL FUND

## Revenues and Expenses – Budget to Actual as of May 31, 2025

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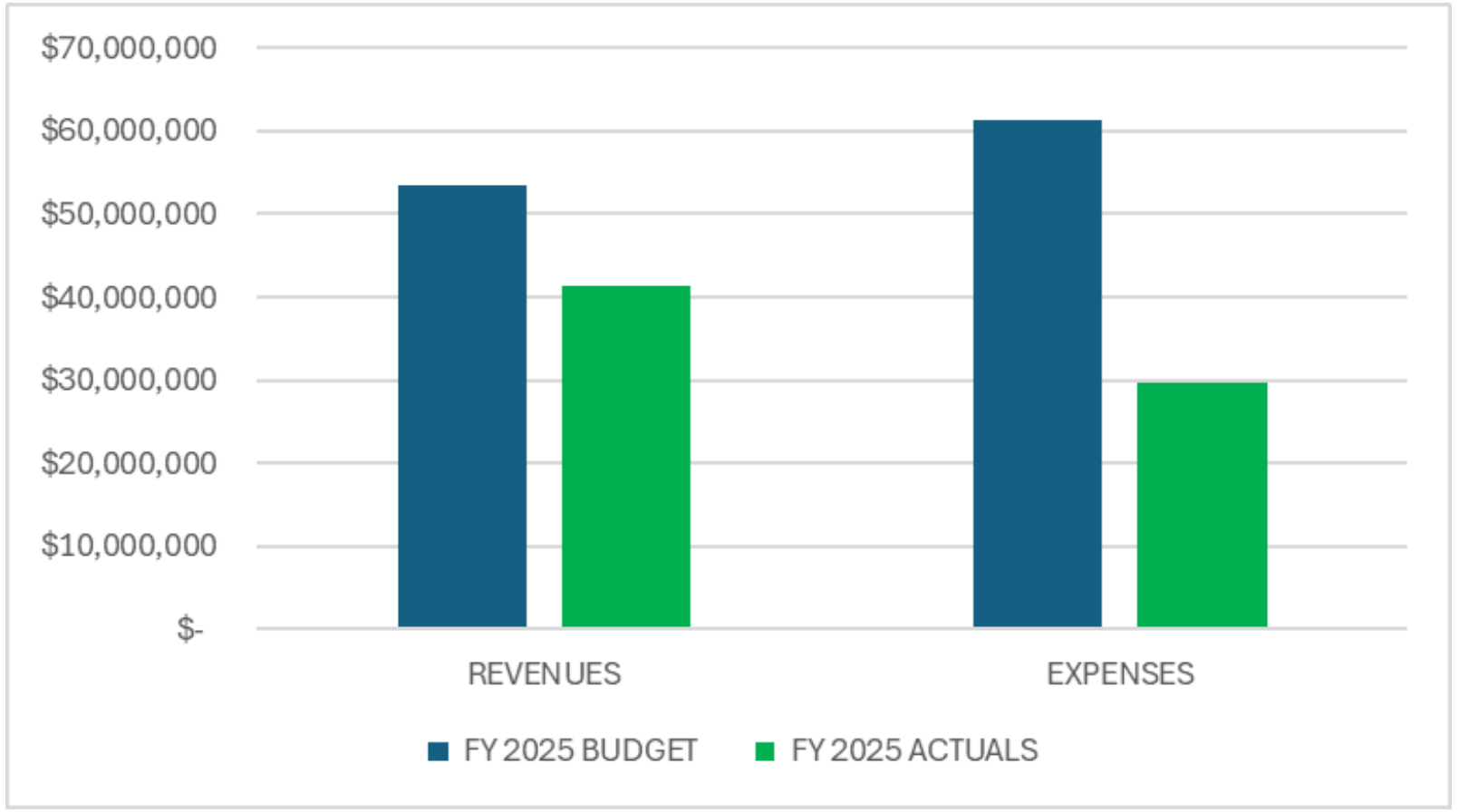


# GENERAL FUND

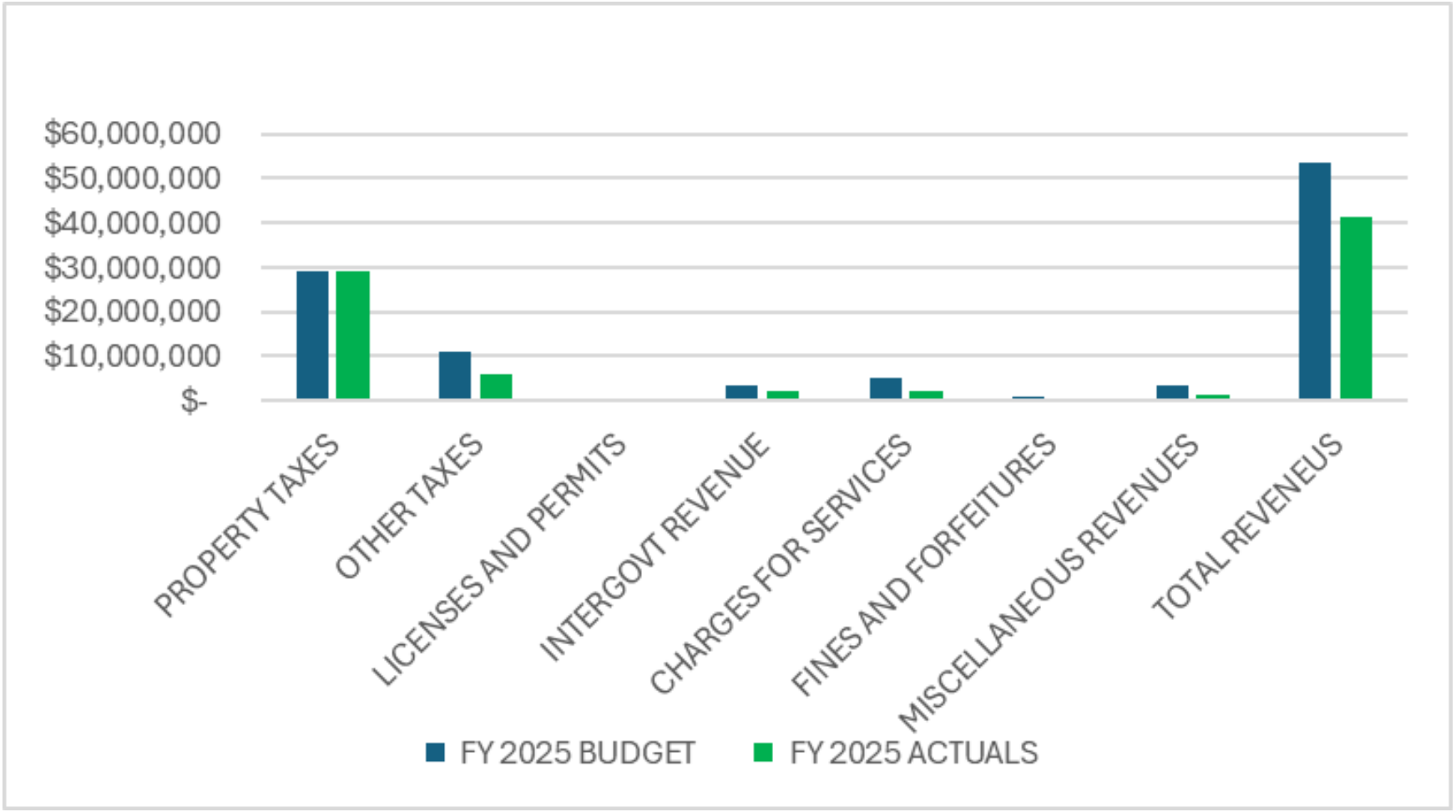
## Revenues by Type

**AS OF MAY 31, 2025**

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| PROPERTY TAXES | $ 29,256,187 | $ 29,135,676 | $ (120,511) | 100% |
| OTHER TAXES | $ 10,851,732 | $ 5,915,465 | $ (4,936,267) | 55% |
| LICENSES AND PERMITS | $ 302,434 | $ 146,838 | $ (155,596) | 49% |
| INTERGOVT REVENUE | $ 3,663,855 | $ 2,197,213 | $ (1,466,642) | 60% |
| CHARGES FOR SERVICES | $ 5,335,337 | $ 2,059,721 | $ (3,275,616) | 39% |
| FINES AND FORFEITURES | $ 758,432 | $ 437,284 | $ (321,148) | 58% |
| MISCELLANEOUS REVENUES | $ 3,373,602 | $ 1,506,538 | $ (1,867,064) | 45% |
| **TOTAL REVENEUS** | **$ 53,541,579** | **$ 41,398,736** | **$ (12,142,843)** | **77%** |
| | | | | |
| FUND BALANCE BEG 10/01/24 | $ 7,666,880 | $ 21,592,223 | $ 13,925,343 | 282% |
| FUND BALANCE END 05/31/25 | **$ 61,208,459** | **$ 62,990,959** | **$ 1,782,500** | **103%** |

# GENERAL FUND

## Revenues by Type – Budget to Actual as of May 31, 2025



# GENERAL FUND

## Expenses by Function

**AS OF MAY 31, 2025**

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| CITY COMMISSION | $ 363,506 | $ 261,047 | $ (102,459) | 72% |
| CITY MANAGER | $ 1,125,349 | $ 707,278 | $ (418,071) | 63% |
| CITY CLERK | $ 553,455 | $ 317,049 | $ (236,406) | 57% |
| FINANCE | $ 1,311,103 | $ 663,584 | $ (641,883) | 51% |
| IT | $ 1,584,624 | $ 1,061,766 | $ (522,858) | 67% |
| HUMAN RESOURCES/PERSONN | $ 878,577 | $ 457,693 | $ (420,884) | 52% |
| CITY ATTORNEY | $ 705,309 | $ 419,410 | $ (285,899) | 59% |
| PLANNING & ENGINEERING | $ 1,683,957 | $ 915,634 | $ (768,323) | 54% |
| NON-DEPARTMENTAL | $ 10,423,088 | $ 3,015,384 | $ (7,407,704) | 29% |
| PUBLIC WORKS ADMINISTRA | $ 497,994 | $ 283,874 | $ (214,120) | 57% |
| FACILITY MAINTENANCE | $ 583,403 | $ 299,486 | $ (283,917) | 51% |
| **GENERAL GOVERNMENT** | **$ 19,710,365** | **$ 8,402,205** | **$ (11,302,524)** | **43%** |

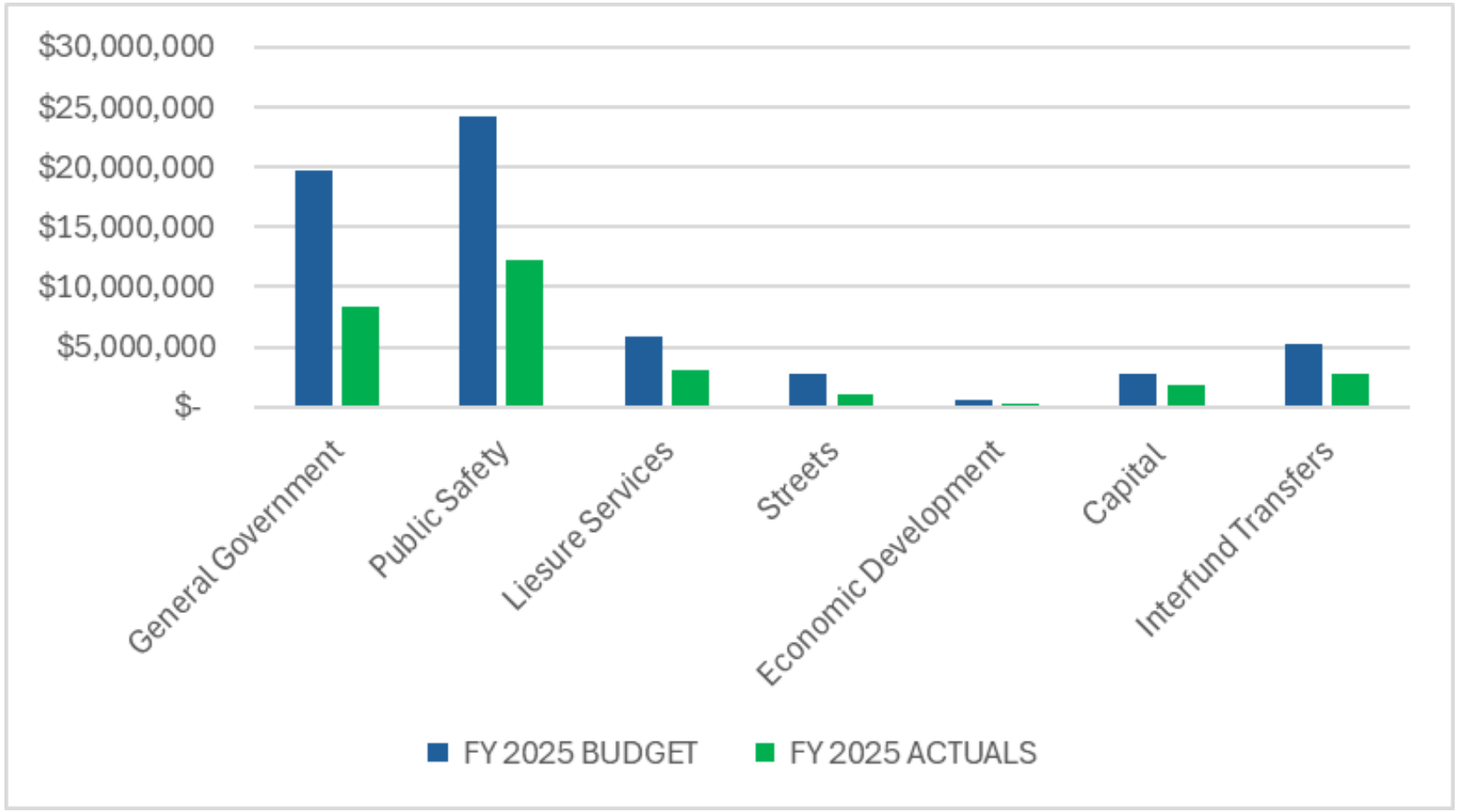
# GENERAL FUND

## Expenses by Function (Continued)

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| POLICE | $ 12,572,493 | $ 6,670,530 | $ (5,955,318) | 53% |
| FIRE | $ 9,753,289 | $ 5,142,865 | $ (4,645,224) | 53% |
| FIRE TRANSPORT | $ 1,793,030 | $ 444,907 | $ (1,348,123) | 25% |
| EMERGENCY MANAGEMENT OP | $ 49,447 | $ 13,679 | $ (35,768) | 28% |
| HURRICANE | $ - | $ 16,958 | $ 16,958 | 0% |
| **PUBLIC SAFETY** | **$ 24,168,259** | **$ 12,288,939** | **$ (11,967,475)** | **51%** |
| | | | | |
| RECREATION | $ 2,026,925 | $ 1,111,637 | $ (915,288) | 55% |
| PARKS | $ 2,379,453 | $ 1,179,428 | $ (1,200,025) | 50% |
| SPORTS COMPLEX | $ 1,410,993 | $ 763,035 | $ (647,958) | 54% |
| **LIESURE SERVICES** | **$ 5,817,371** | **$ 3,054,100** | **$ (2,763,271)** | **52%** |
| | | | | |
| STREETS | $ 2,796,053 | $ 1,105,420 | $ (1,690,633) | 40% |
| ECONOMIC DEVELOPMENT | $ 616,400 | $ 241,679 | $ (374,721) | 39% |
| CAPITAL | $ 2,806,353 | $ 1,843,128 | $ (963,225) | 66% |
| INTERFUND TRANSFERS | $ 5,293,658 | $ 2,793,365 | $ (2,500,293) | 53% |
| **OTHER** | **$ 11,512,464** | **$ 5,983,592** | **$ (5,528,872)** | **52%** |
| | | | | |
| **TOTAL EXPENSES** | **$ 61,208,459** | **$ 29,728,837** | **$ (31,562,141)** | **49%** |

# GENERAL FUND

## Expenses by Function – Budget to Actual as of May 31, 2025



# GENERAL FUND

# SUB FUNDS

# BRANNON CENTER FUND

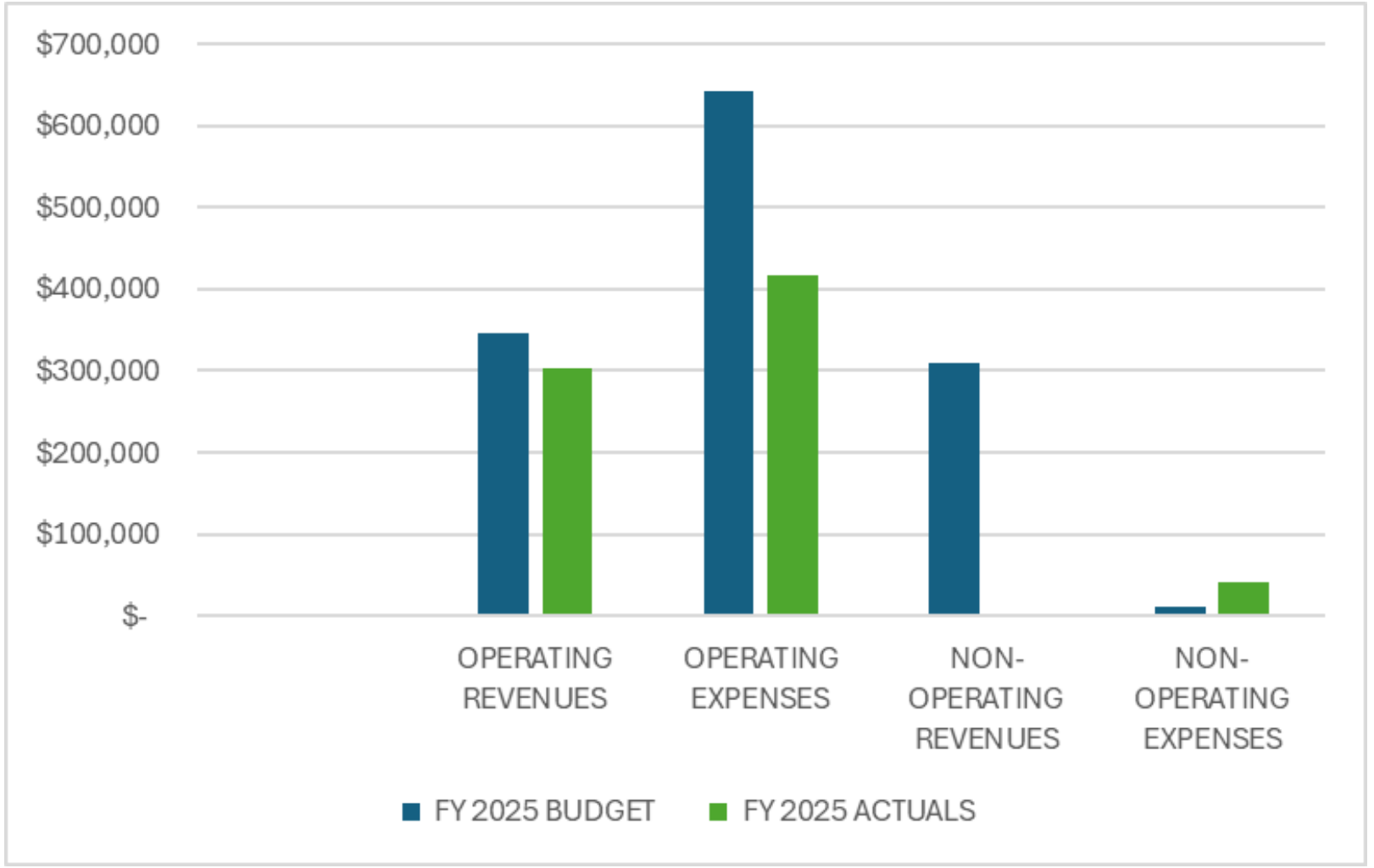
This fund accounts for the revenue and expenses associated with the operation and maintenance of the Brannon Center.

**AS OF MAY 31, 2025**

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| OPERATING REVENUES | $ 345,000 | $ 303,760 | $ (41,240) | 88% |
| OPERATING EXPENSES | $ 642,427 | $ 416,943 | $ (225,484) | 65% |
| **OPERATING SURPLUS (DEFICIT)** | **$ (297,427)** | **$ (113,183)** | **$ 184,244** | **38%** |
| | | | | |
| TRANSFER FROM GENERAL FUND | $ 309,427 | $ - | $ (309,427) | 0% |
| MISCELLANEOUS REVENUES | $ - | $ 35 | $ 35 | 0% |
| CAPITAL OUTLAY | $ - | $ 40,867 | $ 40,867 | 0% |
| GRANTS AND AIDS | $ 12,000 | $ - | $ (12,000) | 0% |
| **NON-OPERATING SURPLUS (DEFICIT)** | **$ 297,427** | **$ -** | **$ (297,427)** | **0%** |
| | | | | |
| **NET SURPLUS (DEFICIT)** | **$ -** | **$ (113,183)** | **$ (113,183)** | **0%** |
| | | | | |
| FUND BALANCE BEG 10/01/24 | $ - | $ (53,251) | $ (53,251) | 0% |
| FUND BALANCE END 05/31/25 | **$ -** | **$ (166,434)** | **$ (166,434)** | 0% |

# BRANNON CENTER FUND

## Revenues and Expenses – Budget to Actual as of May 31, 2025



# GOLF COURSE FUND

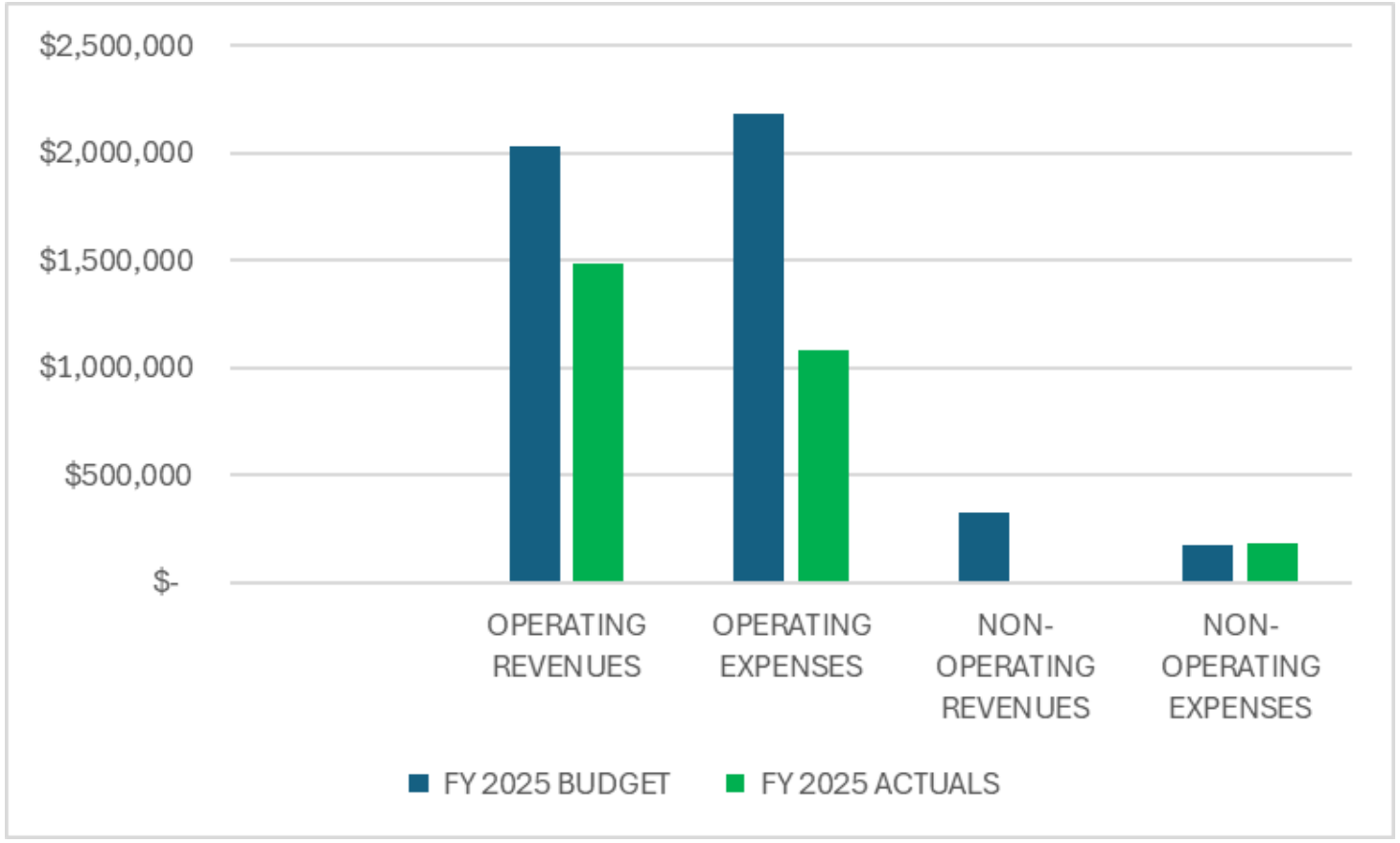
This fund accounts for the revenue and expenses associated with the operation and maintenance of the golf course.

**AS OF MAY 31, 2025**

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| OPERATING REVENUES | $ 2,033,400 | $ 1,483,587 | $ (549,813) | 73% |
| OPERATING EXPENSES | $ (2,181,123) | $ (1,077,627) | $ 1,103,496 | 49% |
| **OPERATING SURPLUS (DEFICIT)** | **$ (147,723)** | **$ 405,959** | **$ 553,682** | **-275%** |
| | | | | |
| TRANSFER FROM GENERAL FUND | $ 322,723 | $ - | $ (322,723) | 0% |
| MISCELLANEOUS REVENUES | $ - | $ 136 | $ 136 | 0% |
| CAPITAL OUTLAY | $ (175,000) | $ (181,053) | $ (6,053) | 103% |
| **NON-OPERATING SURPLUS (DEFICIT)** | **$ 147,723** | **$ (180,917)** | **$ (328,640)** | **-122%** |
| | | | | |
| **NET SURPLUS (DEFICIT)** | **$ -** | **$ 225,042** | **$ 225,042** | **0%** |
| | | | | |
| FUND BALANCE BEG 10/01/24 | $ - | $ (319,321) | $ (319,321) | 0% |
| FUND BALANCE END 05/31/25 | **$ -** | **$ (94,279)** | **$ (94,279)** | 0% |

# GOLF COURSE FUND

## Revenues and Expenses – Budget to Actual as May 31, 2025



# OTHER OPERATING FUNDS

# MARINA FUND

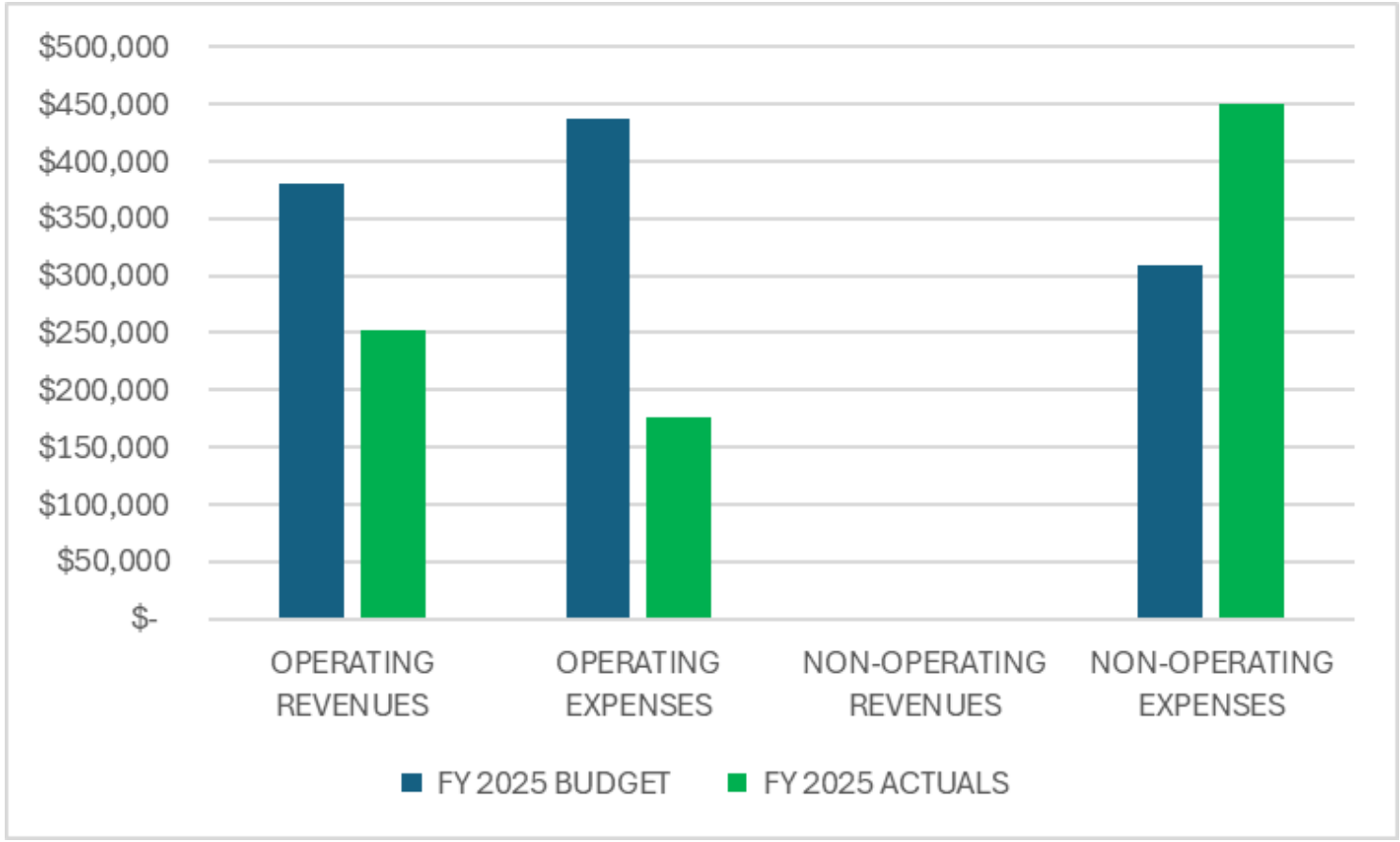
This fund accounts for marina generated revenues which are restricted for marina related purposes. It ensures marina resources benefit the marina and its users.

**AS OF MAY 31, 2025**

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| OPERATING REVENUES | $ 380,000 | $ 252,153 | $ (127,847) | 66% |
| OPERATING EXPENSES | $ (437,118) | $ (175,929) | $ 261,189 | 40% |
| **OPERATING SURPLUS (DEFICIT)** | **$ (57,118)** | **$ 76,224** | **$ 133,342** | **-133%** |
| | | | | |
| MISCELLANEOUS REVENUES | $ - | $ 185 | $ 185 | 0% |
| CAPITAL OUTLAY | $ (308,609) | $ (450,531) | $ (141,922) | 146% |
| **NON-OPERATING SURPLUS (DEFICIT)** | **$ (308,609)** | **$ (450,346)** | **$ (141,737)** | **146%** |
| | | | | |
| **NET SURPLUS (DEFICIT)** | **$ (365,727)** | **$ (374,121)** | **$ (8,394)** | **102%** |
| | | | | |
| FUND BALANCE BEG 10/01/24 | $ 365,727 | $ 784,218 | $ 418,491 | 214% |
| FUND BALANCE END 05/31/25 | **$ -** | **$ 410,097** | **$ 410,097** | 0% |

# MARINA FUND

## Revenues and Expenses – Budget to Actual AS OF May 31, 2025



# STORMWATER FUND

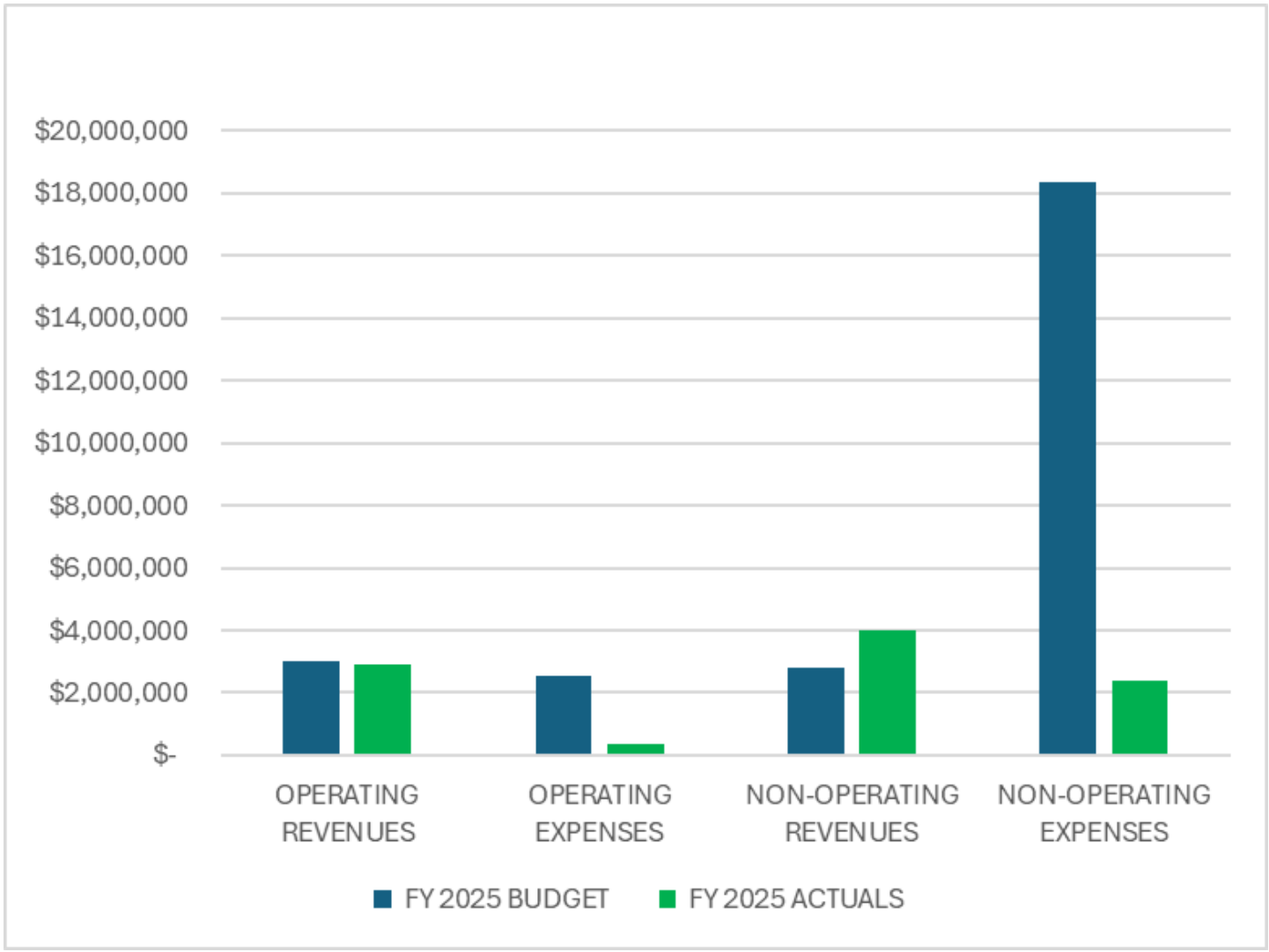
This fund accounts for  stormwater fees which are restricted for expenses related to stormwater operations, maintenance of the stormwater system and stormwater capital improvements.

**AS OF MAY 31, 2025**

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| OPERATING REVENUES | $ 2,999,999 | $ 2,898,161 | $ (101,838) | 97% |
| OPERATING EXPENSES | $ (2,525,606) | $ (376,436) | $ 2,149,170 | 15% |
| **OPERATING SURPLUS (DEFICIT)** | **$ 474,393** | **$ 2,521,725** | **$ 2,047,332** | **532%** |
| | | | | |
| GRANT REVENUES | $ 837,500 | $ 1,227,671 | $ 390,171 | 147% |
| TRANSFER FROM ARPA FUND | $ 206,402 | $ 206,402 | $ - | 100% |
| TRANSFER FROM CAPITAL PROJ FUND | $ 1,777,760 | $ 2,323,813 | $ 546,053 | 131% |
| MISCELLANEOUS REVENUES | $ - | $ 229,618 | $ 229,618 | 0% |
| CAPITAL OUTLAY | $ (7,153,114) | $ (1,788,431) | $ 5,364,683 | 25% |
| TRANSFER TO CAPITAL PROJ FUND | $ (580,872) | $ (580,872) | $ - | 100% |
| TRANSFER TO DEBT SERVICE FUND | $ (10,598,147) | $ - | $ 10,598,147 | 0% |
| **NON-OPERATING SURPLUS (DEFICIT)** | **$ (15,510,471)** | **$ 1,618,201** | **$ 17,128,672** | **-10%** |
| | | | | |
| **NET SURPLUS (DEFICIT)** | **$ (15,036,078)** | **$ 4,139,926** | **$ 19,176,004** | **-28%** |
| | | | | |
| FUND BALANCE BEG 10/01/24 | $ 15,036,078 | $ 9,630,139 | $ (5,405,939) | 64% |
| FUND BALANCE END 05/31/25 | **$ -** | **$ 13,770,064** | **$ 13,770,064** | 0% |

# STORMWATER FUND

## Revenue and Expenses – Budget to Actual as of May 31, 2025



# AIRPORT FUND

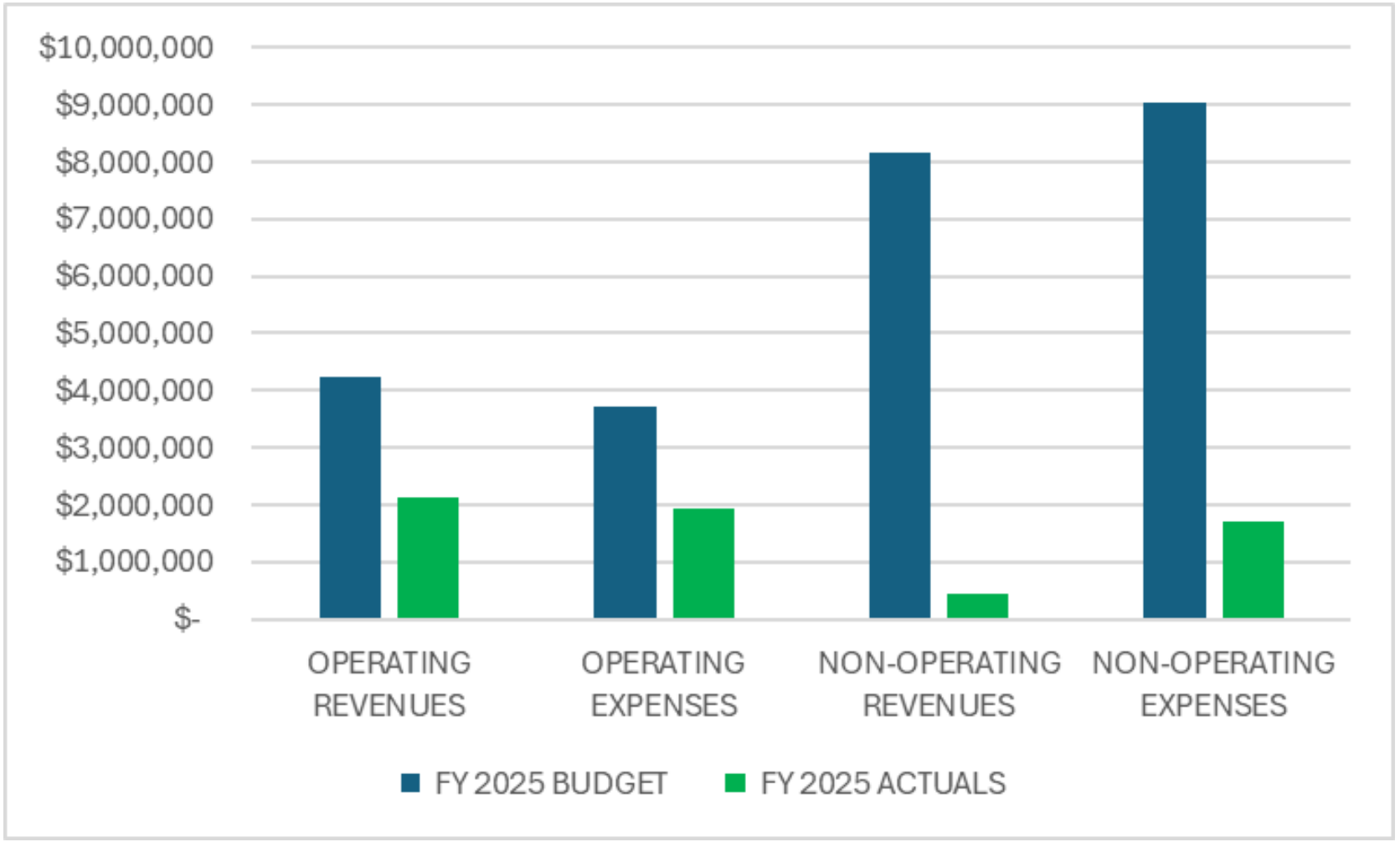
This fund accounts for airport generated revenues which are restricted for airport related purposes. It ensures airport resources benefit the airport and its users.

**AS OF MAY 31, 2025**

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| OPERATING REVENUES | $ 4,247,931 | $ 2,129,562 | $ (2,118,369) | 50% |
| OPERATING EXPENSES | $ (3,710,731) | $ (1,930,274) | $ 1,780,457 | 52% |
| **OPERATING SURPLUS (DEFICIT)** | **$ 537,200** | **$ 199,288** | **$ (337,912)** | **37%** |
| | | | | |
| GRANT REVENUES | $ 8,157,800 | $ 418,388 | $ (7,739,412) | 5% |
| MISCELLANEOUS REVENUES | $ 2,000 | $ 35,704 | $ 33,704 | 1785% |
| CAPITAL OUTLAY | $ (9,039,035) | $ (1,723,783) | $ 7,315,252 | 19% |
| **NON-OPERATING SURPLUS (DEFICIT)** | **$ (879,235)** | **$ (1,269,692)** | **$ (390,457)** | **144%** |
| | | | | |
| **NET SURPLUS (DEFICIT)** | **$ (342,035)** | **$ (1,070,404)** | **$ (728,369)** | **313%** |
| | | | | |
| FUND BALANCE BEG 10/01/24 | $ 342,035 | $ 1,612,556 | $ 1,270,521 | 471% |
| FUND BALANCE END 05/31/25 | **$ -** | **$ 542,152** | **$ 542,152** | 0% |

# AIRPORT FUND

## Revenue and Expenses – Budget to Actual as of May 31, 2025



# PARKING FUND

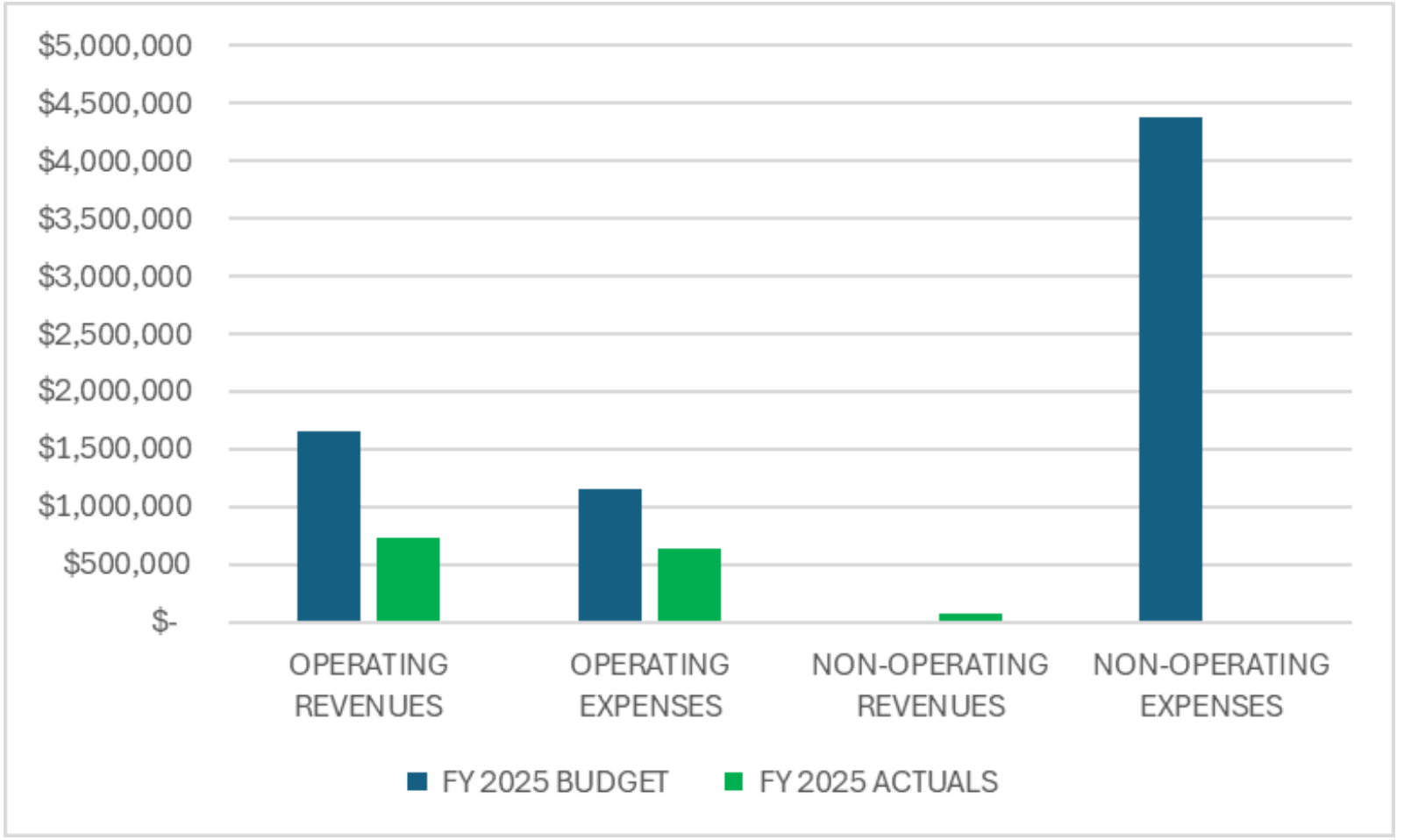
This fund accounts for parking revenue which is restricted for maintaining and improving public parking infrastructure.

**AS OF MAY 31, 2025**

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| OPERATING REVENUES | $ 1,653,227 | $ 734,533 | $ (918,694) | 44% |
| OPERATING EXPENSES | $ (1,151,427) | $ (631,088) | $ 520,339 | 55% |
| **OPERATING SURPLUS (DEFICIT)** | **$ 501,800** | **$ 103,445** | **$ (398,355)** | **21%** |
| | | | | |
| MISCELLANEOUS REVENUES | $ - | $ 69,520 | $ 69,520 | 0% |
| CAPITAL OUTLAY | $ (261,146) | $ (2,897) | | |
| TRANSFER TO CAPITAL PROJ FUND | $ (4,113,965) | $ - | $ 4,113,965 | 0% |
| **NON OPERATING SURPLUS (DEFICIT)** | **$ (4,375,111)** | **$ 66,623** | **$ 4,183,485** | **-2%** |
| | | | | |
| **NET SURPLUS (DEFICIT)** | **$ (3,873,311)** | **$ 170,069** | **$ 3,785,131** | **-4%** |
| | | | | |
| FUND BALANCE BEG 10/01/24 | $ 3,873,311 | $ 3,660,680 | $ (212,631) | 95% |
| FUND BALANCE END 05/31/25 | **$ -** | **$ 3,830,748** | **$ 3,572,500** | 0% |

# PARKING FUND

## Revenues and Expenses – Budget to Actual as of May 31, 2025



# SOLID WASTE FUND

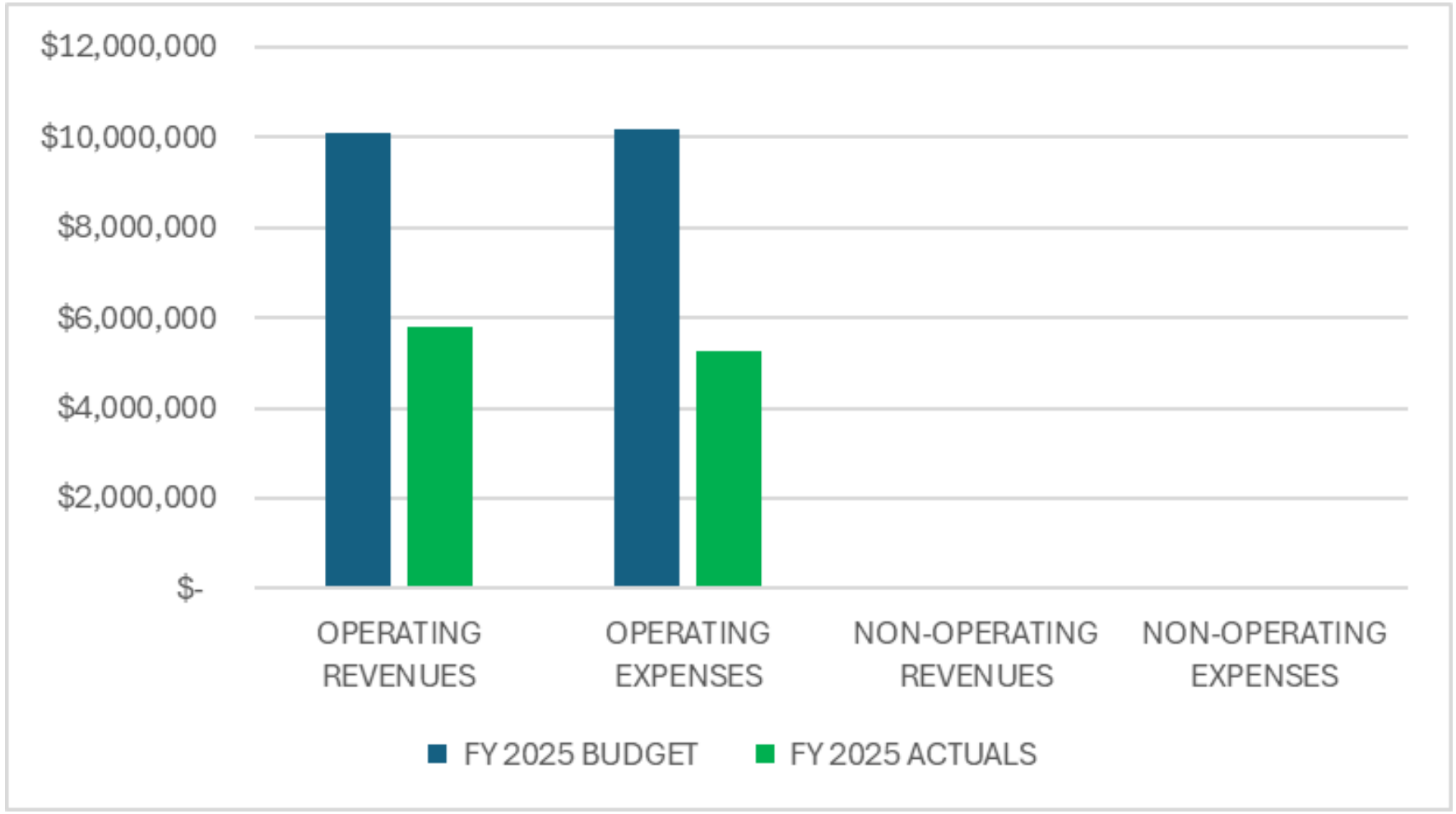
This fund collects  garbage fees, which are designated for the collection and disposal of waste.

**AS OF  MAY 31, 2025**

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| OPERATING REVENUES | $ 10,104,518 | $ 5,801,147 | $ (4,303,371) | 57% |
| OPERATING EXPENSES | $ (10,180,968) | $ (5,264,569) | $ 4,916,399 | 52% |
| **OPERATING SURPLUS (DEFICIT)** | **$ (76,450)** | **$ 536,577** | **$ 613,027** | **-702%** |
| MISCELLANEOUS REVENUES | $ 40,918 | $ 67,827 | $ 26,909 | 166% |
| CAPITAL OUTLAY | $ - | $ - | $ - | 0% |
| **NON-OPERATING SURPLUS (DEFICIT)** | **$ 40,918** | **$ 67,827** | **$ 26,909** | **166%** |
| **NET SURPLUS (DEFICIT)** | **$ (35,532)** | **$ 604,404** | **$ 639,936** | **-1701%** |
| FUND BALANCE BEG 10/01/24 | $ 35,532 | $ 2,549,497 | $ 2,513,965 | 7175% |
| FUND BALANCE END 05/31/25 | **$ -** | **$ 3,153,901** | **$ 3,153,901** | 0% |

# SOLID WASTE FUND

## Revenue and Expenses – Budget to Actual as of May 31, 2025



# BUILDING FUND

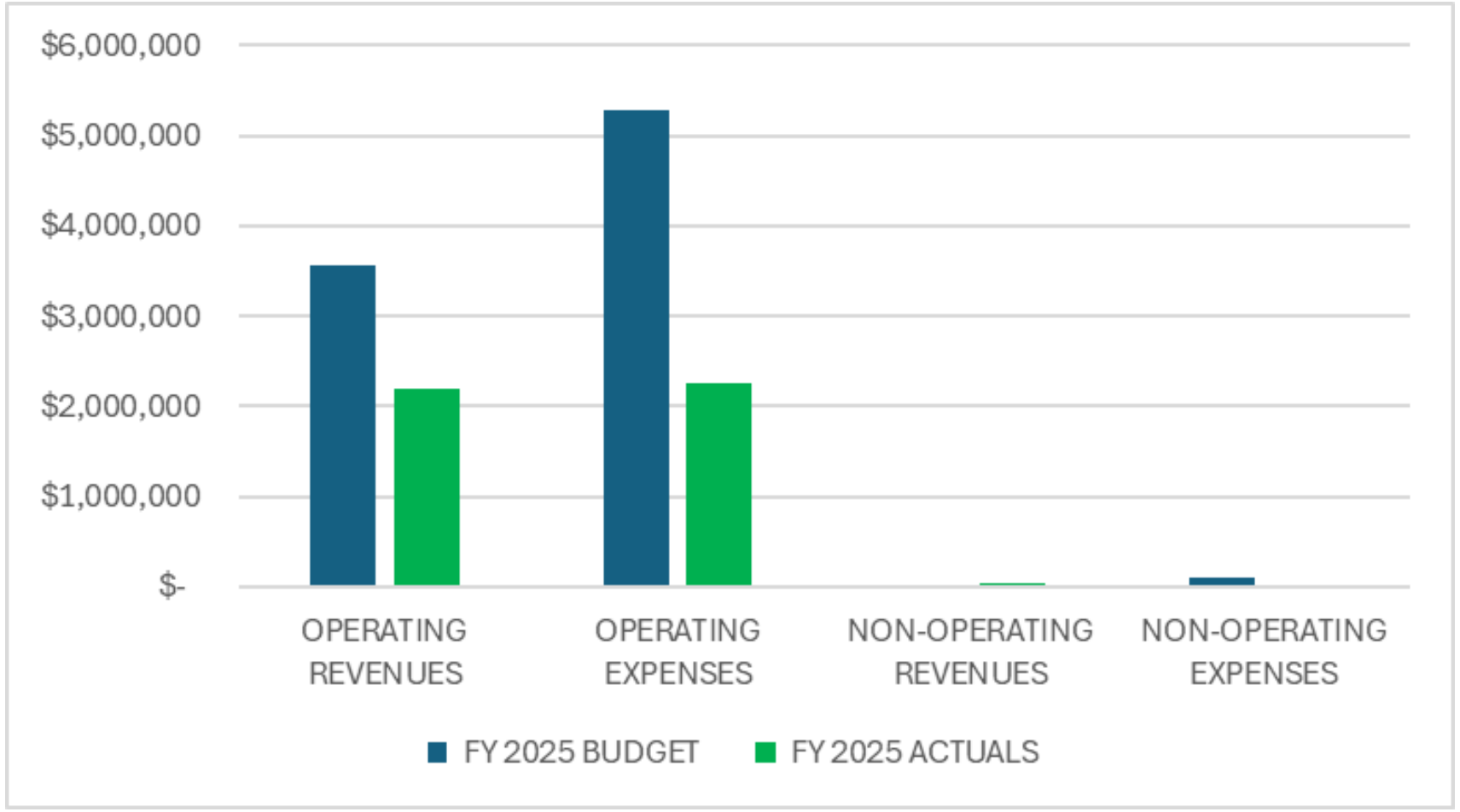
This fund accounts for building permit and plan review revenues which are restricted for enforcement of the Florida Building Code. This includes expenses to maintain safety standards, protect public health, and ensure that construction projects meet legal requirements.

**AS OF MAY 31, 2025**

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| OPERATING REVENUES | $ 3,571,238 | $ 2,186,947 | $ (1,384,291) | 61% |
| OPERATING EXPENSES | $ (5,282,209) | $ (2,246,808) | $ 3,035,401 | 43% |
| **OPERATING SURPLUS (DEFICIT)** | **$ (1,710,971)** | **$ (59,861)** | **$ 1,651,110** | **3%** |
| | | | | |
| MISCELLANEOUS REVENUES | $ - | $ 28,735 | $ 28,735 | 0% |
| CAPITAL OUTLAY | $ (106,159) | $ (9,135) | $ 97,024 | 9% |
| **NON-OPERATING SURPLUS (DEFICIT)** | **$ (106,159)** | **$ 19,600** | **$ 125,759** | **-18%** |
| | | | | |
| **NET SURPLUS (DEFICIT)** | **$ (1,817,130)** | **$ (40,261)** | **$ 1,776,869** | **2%** |
| | | | | |
| FUND BALANCE BEG 10/01/24 | $ 1,817,130 | $ 1,440,318 | $ (376,812) | 79% |
| FUND BALANCE END 05/31/25 | **$ -** | **$ 1,400,057** | **$ 1,400,057** | 0% |

# BUILDING FUND

## Revenues and Expenses – Budget to Actual as of May 31, 2025



# FLEET FUND

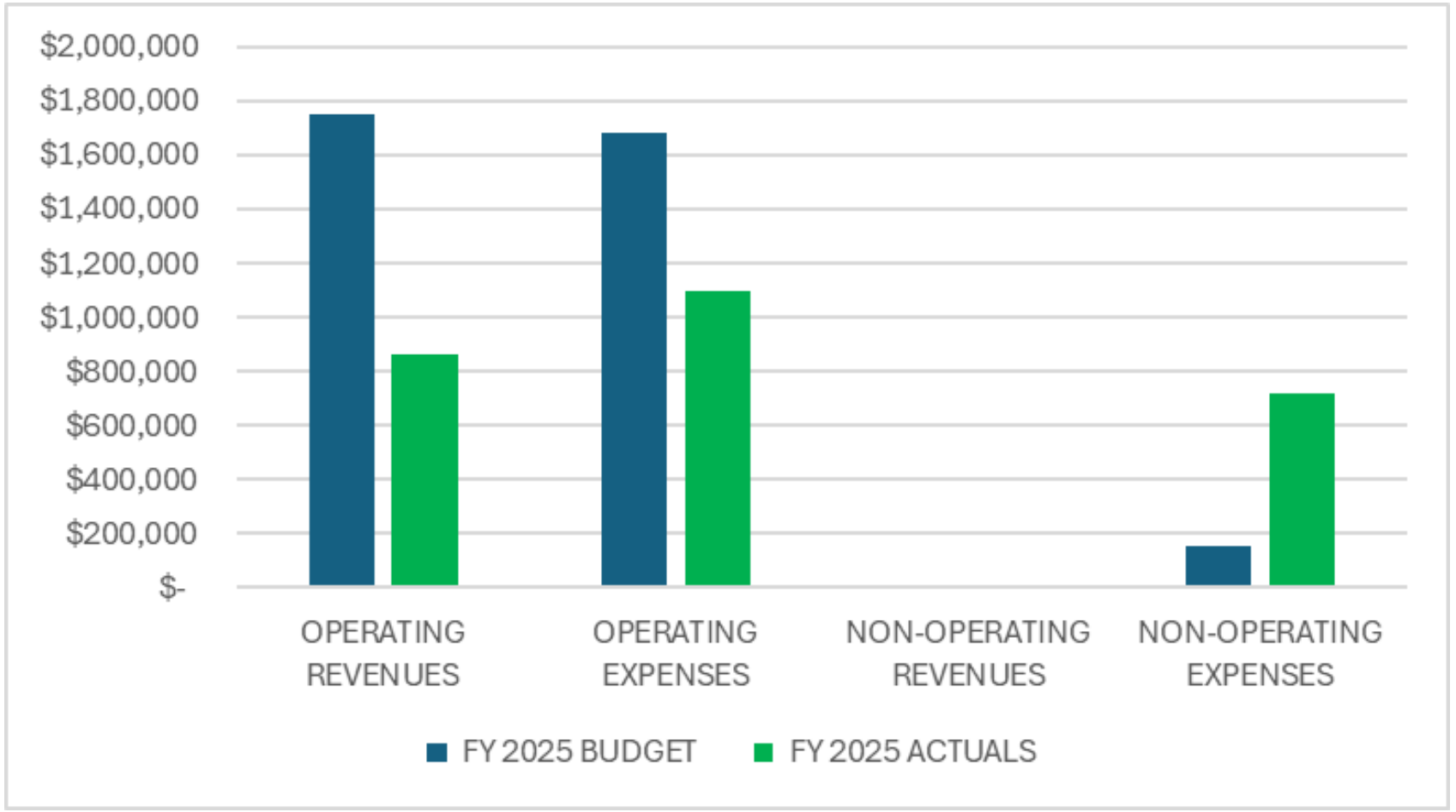
The purpose of this fund is to manage and finance the costs associated with maintaining and operating a fleet of vehicles. This fund operates on a cost-reimbursement basis, where various departments are charged for their usage of the vehicles.

**AS OF MAY 31, 2025**

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| OPERATING REVENUES | $ 1,753,297 | $ 859,742 | $ (893,555) | 49% |
| OPERATING EXPENSES | $ (1,684,522) | $ (1,099,228) | $ 585,294 | 65% |
| **OPERATING SURPLUS (DEFICIT)** | **$ 68,775** | **$ (239,486)** | **$ (308,261)** | **-348%** |
| MISCELLANEOUS REVENUES | $ - | $ 10,086 | $ 10,086 | 0% |
| CAPITAL OUTLAY | $ (152,644) | $ (720,449) | $ (567,805) | 472% |
| **NON-OPERATING SURPLUS (DEFICIT)** | **$ (152,644)** | **$ (710,363)** | **$ (557,719)** | **465%** |
| **NET SURPLUS (DEFICIT)** | **$ (83,869)** | **$ (949,849)** | **$ (865,980)** | **1133%** |
| FUND BALANCE BEG 10/01/24 | $ 83,869 | $ 1,055,313 | $ 971,444 | 1258% |
| FUND BALANCE END 05/31/25 | **$ -** | **$ 105,465** | **$ 105,465** | 0% |

# FLEET FUND

## Revenues and Expenses – Budget to Actual as of May 31, 2025



# NON-OPERATING FUNDS

# COMMUNITY RE-DEVELOPMENT FUND

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

**AS OF MAY 31, 2025**

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| TAX INCREMENT | $ 3,420,808 | $ 2,503,449 | $ (917,359) | 73% |
| MISCELLANEOUS REVENUES | $ - | $ 136,926 | $ 136,926 | 0% |
| CAPITAL | $ - | $ - | $ - | 0% |
| GRANTS AND ASSISTANCE | $ (3,860,000) | $ (63,600) | $ 3,796,400 | 2% |
| MISCELLANEOUS EXPENSES | $ (200,000) | $ (58,515) | $ 141,485 | 29% |
| **NET SURPLUS (DEFICIT)** | **$ (639,192)** | **$ 2,518,261** | **$ 3,157,453** | **-394%** |
| | | | | |
| FUND BALANCE BEG 10/01/24 | $ 639,192 | $ 5,996,430 | $ 5,357,238 | 938% |
| FUND BALANCE END 05/31/25 | **$ -** | **$ 8,514,691** | **$ 8,514,691** | 0% |

# LAW ENFORCEMENT TRUST FUND

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

**AS OF MAY 31, 2025**

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| REVENUES | $ - | $ (13,199) | $ (13,199) | 0% |
| EXPENSES | $ 221,541 | $ 3,837 | $ (217,704) | 2% |
| **NET SURPLUS (DEFICIT)** | **$ (221,541)** | **$ (17,036)** | **$ 204,505** | **8%** |
| | | | | |
| FUND BALANCE BEG 10/01/24 | $ 221,541 | $ 221,541 | $ - | 100% |
| FUND BALANCE END 05/31/25 | **$ -** | **$ 204,505** | **$ 204,505** | 0% |

# CAPITAL PROJECT FUNDS

## IMPACT FEE FUNDS

# POLICE IMPACT FEE FUND

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

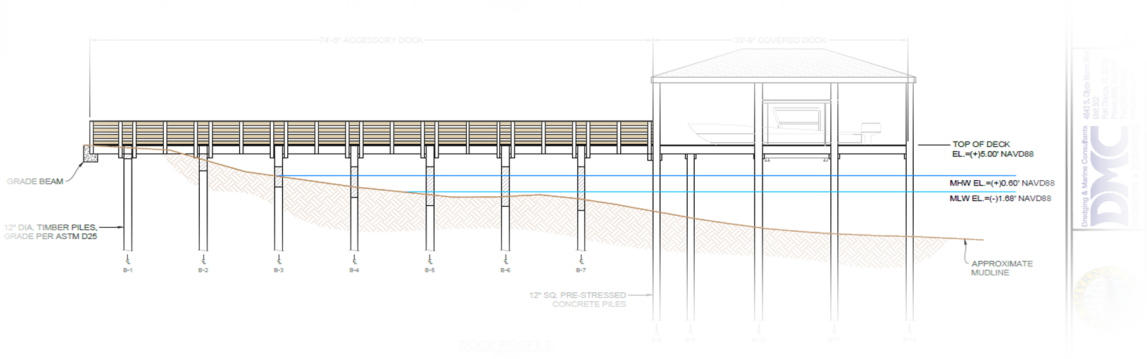
| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| **Sources** | | | | |
| Impact Fee Collections | $ - | $ 137,503 | $ 137,503 | 0% |
| Other Revenues | $ - | $ 31,663 | $ 31,663 | 0% |
| Fund Balance | $ 1,504,458 | $ 1,579,457 | $ 74,999 | 105% |
| **Total Sources** | **$ 1,504,458** | **$ 1,748,623** | **$ 244,165** | **116%** |
| | | | | |
| **Projects** | | | | |
| Police Boat | $ 47,695 | $ 5,413 | $ (42,282) | 11% |
| Police Vehicles | $ 24,695 | $ 363,846 | $ 339,151 | 1473% |
| Police Station Expansion | $ 200,000 | $ - | $ (200,000) | 0% |
| Impact Fee Study | $ 30,000 | $ - | $ (30,000) | 0% |
| Police Boat House | $ 250,000 | $ 62,500 | $ (187,500) | 25% |
| Future Projects | $ 952,068 | $ 1,873 | $ (950,195) | 0% |
| **Total Projects** | **$ 1,504,458** | **$ 433,632** | **$ (1,070,826)** | **1510%** |
| | | | | |
| **Balance** | **$ -** | **$ 1,314,991** | **$ 1,314,991** | **0%** |

# POLICE IMPACT FEE FUND

Projects in Pictures




The Boat House



# FIRE IMPACT FEE FUND

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

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| **Sources** | | | | |
| Impact Fee Collections | $ - | $ 171,881 | $ 171,881 | 0% |
| Other Revenues | $ - | $ 39,103 | $ 39,103 | 0% |
| Fund Balance | $ 1,651,989 | $ 1,651,989 | $ - | 100% |
| **Total Sources** | **$ 1,651,989** | **$ 1,862,973** | **$ 210,984** | **113%** |
| | | | | |
| **Projects** | | | | |
| Fire Station Improvements | $ 465,704 | $ - | $ (465,704) | 0% |
| Fire Vehicles | $ 48,898 | $ - | $ (48,898) | 0% |
| Fire Trucks | $ 480,000 | $ 467,454 | $ (12,546) | 97% |
| Impact Fee Study | $ 31,000 | $ - | $ (31,000) | 0% |
| Small Tools/Equipment | $ 51,208 | $ 18,089 | $ (33,119) | 35% |
| Future Projects | $ 575,179 | $ - | $ (575,179) | 0% |
| **Total Projects** | **$ 1,651,989** | **$ 485,543** | **$ (1,166,446)** | **133%** |
| | | | | |
| **Balance** | **$ -** | **$ 1,377,430** | **$ 1,377,430** | **0%** |

# FIRE IMPACT FEE FUND

Projects in Pictures

Fire Transport Vehicle




Fire Tools and Equipment



# RECREATION IMPACT FEE FUND

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

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| **Sources** | | | | |
| Impact Fee Collections | $ - | $ 499,500 | $ 499,500 | 0% |
| Other Revenues | $ - | $ 45,867 | $ 45,867 | 0% |
| Fund Balance | $ 1,896,616 | $ 1,896,616 | $ - | 100% |
| **Total Sources** | **$ 1,896,616** | **$ 2,441,983** | **$ 545,367** | **129%** |
| | | | | |
| **Projects** | | | | |
| Impact Fee Study | $ 32,000 | $ - | $ (32,000) | 0% |
| Future Projects | $ 1,864,616 | $ - | $ (1,864,616) | 0% |
| **Total Projects** | **$ 1,896,616** | **$ -** | **$ (1,896,616)** | **0%** |
| | | | | |
| **Balance** | **$ -** | **$ 2,441,983** | **$ 2,441,983** | **0%** |

# TRANSPORTATION IMPACT FEE FUND

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

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| **Sources** | | | | |
| Impact Fee Collections | $ - | $ 494,763 | $ 494,763 | 0% |
| Other Revenues | $ - | $ 110,101 | $ 110,101 | 0% |
| Fund Balance | $ 4,626,018 | $ 4,626,019 | $ 1 | 100% |
| **Total Sources** | **$ 4,626,018** | **$ 5,230,883** | **$ 604,865** | **113%** |
| | | | | |
| **Projects** | | | | |
| Impact Fee Study | $ - | $ 10,253 | $ 10,253 | 0% |
| Future Projects | $ 4,626,018 | $ - | $ (4,626,018) | 0% |
| **Total Projects** | **$ 4,626,018** | **$ 10,253** | **$ (4,615,765)** | **0%** |
| | | | | |
| **Balance** | **$ -** | **$ 5,220,630** | **$ 5,220,630** | **0%** |

# CAPITAL PROJECT FUNDS

## OTHER

# TURNBULL CREEK LAND ACQUISITION FUND

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

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| **Sources** | | | | |
| Bond Proceeds | $ - | $ - | $ - | 0% |
| Other Revenues | $ - | $ 50,172 | $ 50,172 | 0% |
| Fund Balance | $ 2,452,810 | $ 2,443,710 | $ (9,100) | 100% |
| **Total Sources** | **$ 2,452,810** | **$ 2,493,882** | **$ 41,072** | **102%** |
| | | | | |
| **Projects** | | | | |
| Land Purchases | $ 1,505,000 | $ 1,514,201 | $ 9,201 | 101% |
| Land Improvements | $ - | $ 7,825 | $ 7,825 | 0% |
| Future Projects | $ 947,810 | $ - | $ (947,810) | 0% |
| **Total Projects** | **$ 2,452,810** | **$ 1,522,026** | **$ (930,784)** | **101%** |
| | | | | |
| **Balance** | **$ -** | **$ 971,856** | **$ 971,856** | **0%** |

# TURNBULL CREEK LAND ACQUISITION FUND

Projects in Pictures

## Turnbull Creek Property Purchase

3732901
734306000980
17 - 33 - 43
06 - 00 - 0980
2350 PAIGE AVE, NEW SMYRNA BEACH 32168

CITY OF NEW SMYRNA BEACH - FS - Fee Simple - 100%
210 SAMS AVE
NEW SMYRNA BEACH FL 32168 7040
*Update Mailing Address*

0
4462 - GLENSIDE/PAIGE/WILD TREE ET AL
*Neighborhood Sales*
NAPIER & HULL GRANT
0000 - VACANT RES
601-NEW SMYRNA BEACH
16.7933
No - *Apply for Homestead Online*
No - *Additional Information*
44-17-33 LOT 97 EXC N 416 FT & LOT 98 DAUGHERTYS SUB IN HULL & NAPIER GRANTS MB M PG 688 PER OR 2236 PG 0870 PER OR 5457 PG 1539 PER OR 5505 PG 0053 PER OR 7225 PG 0492 PER OR 8660



# 2005 GO BOND CAPITAL PROJECT FUND (FUND 303)

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

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| **Sources** | | | | |
| Bond Proceeds | $ - | $ - | $ - | 0% |
| Other Revenues | $ - | $ 16,837 | $ 16,837 | 0% |
| Fund Balance | $ 875,291 | $ 703,659 | $ (171,632) | 80% |
| **Total Sources** | **$ 875,291** | **$ 720,496** | **$ (154,795)** | **82%** |
| | | | | |
| **Projects** | | | | |
| Sidewalks | $ 171,632 | $ - | $ (171,632) | 0% |
| Future Projects | $ 703,659 | $ - | $ (703,659) | 0% |
| **Total Projects** | **$ 875,291** | **$ -** | **$ (875,291)** | **0%** |
| | | | | |
| **Balance** | **$ -** | **$ 720,496** | **$ 720,496** | **0%** |

# 2005 GO BOND CAPITAL PROJECT FUND (FUND 303)

Projects in Pictures

Sidewalk Projects



Sidewalk Projects



# CAPITAL PROJECT FUND (FUND 302)

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

**AS OF MAY 31, 2025**

| | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| GAS TAX | $ 383,418 | $ 205,712 | $ (177,706) | 54% |
| GRANTS | $ 326,754 | $ 1,004,090 | $ 677,336 | 307% |
| TRANSFER FROM GENERAL FUND | $ 2,538,357 | $ 670,214 | $ (1,868,143) | 26% |
| TRANSFER FROM STORMWATER FUND | $ 10,598,147 | $ - | $ (10,598,147) | 0% |
| TRANSFER FROM POLICE IMPACT FEES | $ 250,000 | $ 62,500 | $ (187,500) | 25% |
| TRANSFER FROM PARKING FUND | $ 4,113,965 | $ - | $ (4,113,965) | 0% |
| TRANSFERS FROM LINE OF CREDIT | $ 2,703,325 | $ 675,831 | $ (2,027,494) | 25% |
| MISCELLANEOUS REVENUES | $ - | $ 395,965 | $ 395,965 | 0% |
| **TOTAL REVENEUS** | **$ 20,913,966** | **$ 3,014,312** | **$ (17,899,654)** | **14%** |
| | | | | |
| CAPITAL PROJECTS | $ (36,045,439) | $ (4,855,888) | $ 31,189,551 | 13% |
| TRANSFER TO GENERAL FUND | $ (500,000) | $ (500,000) | $ - | 100% |
| TRANSFER TO STORMWATER FUND | $ (1,777,760) | $ (2,323,813) | $ (546,053) | 131% |
| **TOTAL EXPENSES** | **$ (38,323,199)** | **$ (7,679,701)** | **$ 30,643,498** | **20%** |
| | | | | |
| **NET SURPLUS (DEFICIT)** | **$ (17,409,233)** | **$ (4,665,388)** | **$ 12,743,845** | **27%** |
| | | | | |
| FUND BALANCE BEG 10/01/24 | $ 17,409,233 | $ 17,163,746 | $ (245,487) | 99% |
| FUND BALANCE END 05/31/25 | $ - | $ 20,178,058 | $ (18,145,141) | 0% |

# CAPITAL PROJECT FUND (FUND 302)

Projects

| PROJECT | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| 2TH AVE PARK IMPROVEMENTS | 1,734,450 | 218,741 | $ (1,515,709) | 13% |
| 5TH STREET BRIDGE | 1,848,709 | 557,149 | $ (1,291,560) | 30% |
| AOB PHASE I AND PHASE II | 5,783,965 | 111,644 | $ (5,672,321) | 2% |
| AQUA GOLF SEPTIC TO SEWER | - | 1,370 | $ 1,370 | 0% |
| BARRACUDA BOULEVARD | 561,715 | 3,715 | $ (558,000) | 1% |
| BARRACUDA BRIDGE | 2,238,916 | - | $ (2,238,916) | 0% |
| BRANNON CENTER PIER | 497,000 | 4,115 | $ (492,885) | 1% |
| BUILDING DEPT SOFTWARE | 61,592 | - | $ (61,592) | 0% |
| CANAL STREET IMPROVEMENTS | 124,002 | 64,160 | $ (59,842) | 52% |
| CANAL DREDGING | 1,535,719 | 27,402 | $ (1,508,317) | 2% |
| CORBIN PARK STORMWATER | 6,877,913 | 62,818 | $ (6,815,096) | 1% |
| CORONADO CENTER IMPROVEMENTS | 300,000 | 120,695 | $ (179,305) | 40% |
| FLAGLER AVE IMPROVEMENTS | 710,945 | 127,394 | $ (583,551) | 18% |
| HISTORIC WESTSIDE STORMWATER | 3,942,474 | 12,731 | $ (3,929,743) | 0% |

# CAPITAL PROJECT FUND (FUND 302)

Projects

| PROJECT | FY 2025 BUDGET | FY 2025 ACTUALS | VARIANCE $ | PERCENT RECOGNIZED |
|---|---|---|---|---|
| IT ENHANCEMENTS | 307,501 | 4,372 | $ (303,129) | 1% |
| MARY AVE TOT LOT IMPROVEMENTS | 178,572 | 140,163 | $ (38,409) | 78% |
| ROAD RE-SURFACING | 2,361,350 | 2,214,495 | $ (146,855) | 94% |
| MISCELLANEOUS CAPITAL PROJECTS | 60,000 | 178,895 | $ 118,895 | 298% |
| OLD FORT WALL | 171,879 | - | $ (171,879) | 0% |
| PETTIS PARK IMPROVEMENTS | 122,082 | 2,750 | $ (119,332) | 2% |
| PICKLE BALL COURTS | 486,826 | 36,647 | $ (450,179) | 8% |
| PUMP HOUSE UPGRADE | 300,000 | - | $ (300,000) | 0% |
| SKATE PARK EXPANSION | 694 | 283,207 | $ 282,513 | 40808% |
| SMITH STREET RELOCATION | 306,486 | 56,564 | $ (249,922) | 18% |
| SOLAR PANELS | 279,037 | 283,315 | $ 4,278 | 102% |
| STORMWATER MASTER PLAN | 293,745 | 343,544 | $ 49,799 | 117% |
| TRAFFIC SIGNAL SR 44 | 47,500 | - | $ (47,500) | 0% |
| WASHINGTON STREET | 4,912,371 | - | $ (4,912,371) | 0% |

# CAPITAL PROJECT FUND (FUND 302)

Projects in Pictures

Corbin Park Stormwater Project



Historic Westside Stormwater Project



# CAPITAL PROJECT FUND (FUND 302)

Projects in Pictures

Washington Street

| | |
|---|---|
| Roadway Width | • 26-ft (curb to curb)<br>• Traffic Calming<br>• Allows for enhanced sidewalks |
| Sidewalk | • 7-ft typical<br>• 5-ft Min.<br>• ADA Compliant |
| Utilities | • Converted to underground<br>• New water main<br>• Maintain service during construction |
| Streetscape | • Tree plantings<br>• Lighting<br>• Shared-Lane Markings |



# CAPITAL PROJECT FUND (FUND 302)

Projects in Pictures

5th Street Bridge



Skate Park Improvements



# CAPITAL PROJECT FUND (FUND 302)

Projects in Pictures

Re-surfacing



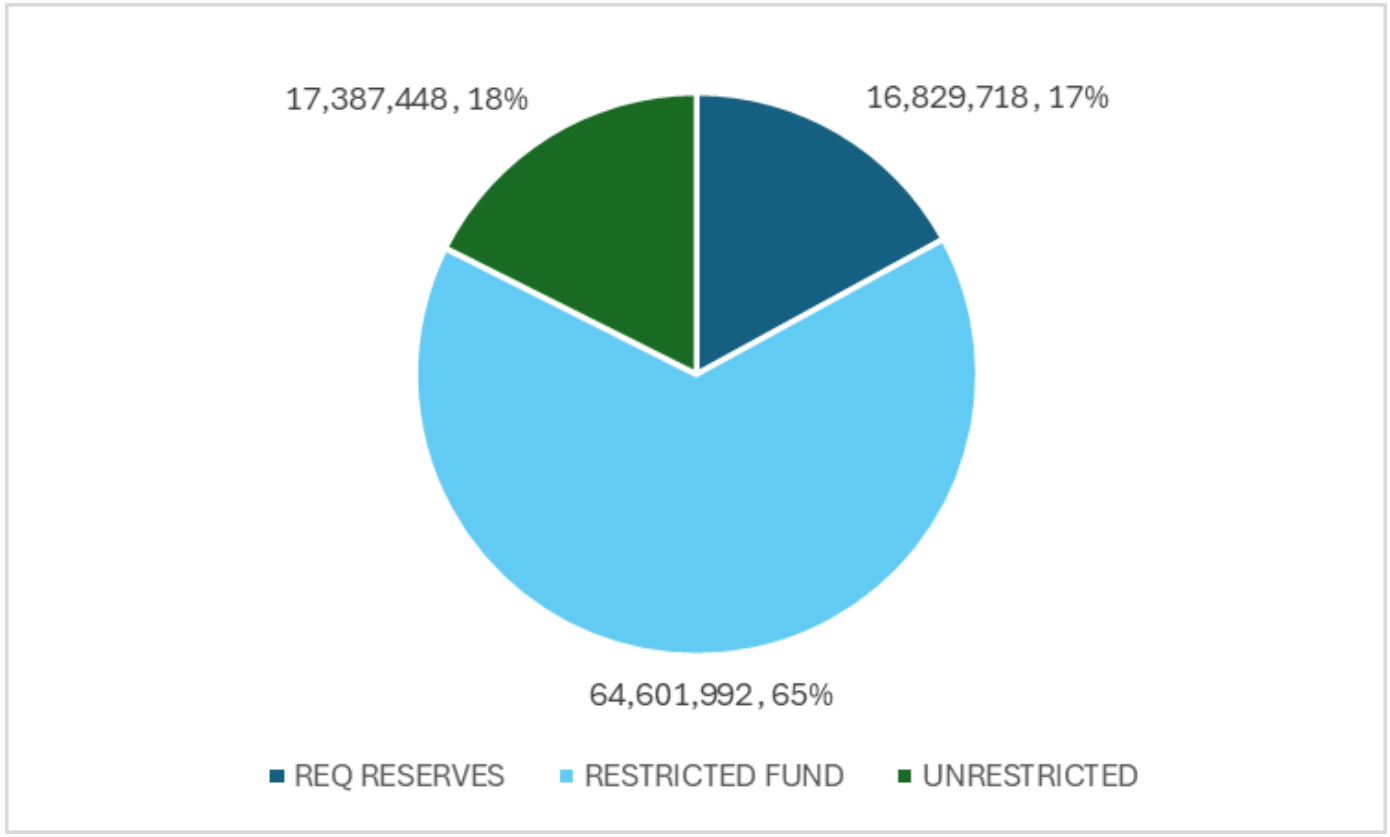

Mary Ave Tot Lot



# CASH

# CASH DISTRIBUTION

As of May 31, 2025




| | | |
|---|---|---|
| QPD Bank | $ | 98,809,532 |
| CD | $ | - |
| Money Market | $ | - |
| Investment Pools | $ | 3,701 |
| Cash on Hand | $ | 5,925 |
| **Total** | **$** | **98,819,158** |

# DEBT

# OUTSTANDING DEBT

| Debt | 10/01/24 Bal | New Debt | Principal Payments | 05/31/25 Bal |
|---|---|---|---|---|
| State Revolving Loan | $75,729 | $0 | $9,065 | $66,664 |
| 2017 Stormwater Revenue Note (Islesboro) | $1,634,789 | $0 | $527,180 | $1,107,609 |
| 2014 Cap Improvement Revenue Note | $2,595,000 | $0 | $405,000 | $2,190,000 |
| 2018 Cap Improvement Revenue Note | $7,510,000 | $0 | $495,000 | $7,015,000 |
| 2024 Line of Credit | $11,597,501 | $0 | $0 | $11,597,501 |
| 2019 General Obligation Bond Turnbull Creek | $7,585,000 | $0 | $0 | $7,585,000 |
| Equipment Financing | $647,209 | $0 | $0 | $647,209 |
| **Total Debt** | **$31,645,228** | **$0** | **$1,436,245** | **$30,208,983** |

# PERMIT ISSUANCE SUMMARY (06/01/2025 TO 06/30/2025)
# FOR CITY OF NEW SMYRNA BEACH

| Permit Type | Permit Work Class* | Permits Issued | Square Feet | Valuation | Fees Paid |
|---|---|---|---|---|---|
| Building (Commercial) | Alteration, Remodel, Repair | 9 | 5,720 | $254,589.00 | $6,806.63 |
| | New Non-Residential | 2 | 18,596 | $1,065,000.00 | $12,827.74 |
| | Re-roof | 6 | 50,641 | $303,563.70 | $4,474.45 |
| | Windows/Doors/Garage Doors | 22 | 28,445 | $431,242.00 | $9,012.80 |
| | **BUILDING (COMMERCIAL) TOTAL:** | **39** | **103,402** | **$2,054,394.70** | **$33,121.62** |
| Building (Residential) | Accessory/Detach Structure < 200 sf | 1 | 192 | $55,000.00 | $89.50 |
| | Accessory/Detach Structure > 200 sf | 2 | 3,750 | $148,411.00 | $1,429.36 |
| | Addition | 8 | 7,204 | $1,462,500.00 | $6,489.82 |
| | Alteration, Remodel, Repair | 24 | 14,644 | $1,411,398.15 | $12,494.49 |
| | New Single Family | 19 | 75,706 | $6,718,785.00 | $169,016.77 |
| | Re-roof | 78 | 159,964 | $1,346,206.51 | $6,981.00 |
| | Screen Enclosure | 9 | 6,272 | $128,012.00 | $4,345.27 |
| | Screen Walls | 5 | 537 | $15,093.00 | $929.42 |
| | Shutters | 4 | 0 | $49,652.00 | $358.00 |
| | Siding | 2 | 1,070 | $18,392.36 | $179.00 |
| | Windows/Doors/Garage Doors | 40 | 53,466 | $453,349.45 | $3,580.00 |
| | **BUILDING (RESIDENTIAL) TOTAL:** | **192** | **322,805** | **$11,806,799.47** | **$205,892.63** |
| Certificate of Occupancy | Certificate of Occupancy | 16 | 133,754 | $17,709,126.80 | $0.00 |
| | **CERTIFICATE OF OCCUPANCY TOTAL:** | **16** | **133,754** | **$17,709,126.80** | **$0.00** |
| Demolition (Commercial) | Demolition | 2 | 0 | $44,000.00 | $1,341.67 |
| | **DEMOLITION (COMMERCIAL) TOTAL:** | **2** | **0** | **$44,000.00** | **$1,341.67** |
| Demolition (Residentiall) | Demolition | 2 | 2,380 | $15,500.00 | $653.05 |
| | **DEMOLITION (RESIDENTIALL) TOTAL:** | **2** | **2,380** | **$15,500.00** | **$653.05** |
| Dock & Seawalls (Commercial) | Docks | 1 | 0 | $823,281.60 | $9,387.82 |
| | **DOCK & SEAWALLS (COMMERCIAL) TOTAL:** | **1** | **0** | **$823,281.60** | **$9,387.82** |
| Dock & Seawalls (Residential) | Docks | 1 | 0 | $2,000.00 | $168.99 |
| | Seawalls | 1 | 0 | $68,000.00 | $777.57 |
| | **DOCK & SEAWALLS (RESIDENTIAL) TOTAL:** | **2** | **0** | **$70,000.00** | **$946.56** |
| Electrical (Commercial) | Electrical Repairs | 5 | 0 | $125,500.00 | $3,038.74 |
| | Service-New/Upgrade | 1 | 0 | $385,722.00 | $2,104.41 |
| | **ELECTRICAL (COMMERCIAL) TOTAL:** | **6** | **0** | **$511,222.00** | **$5,143.15** |
| Electrical (Residential) | Electrical Repairs | 21 | 0 | $36,966.42 | $1,879.50 |
| | Generator | 10 | 0 | $163,715.00 | $937.21 |
| | Service-New/Upgrade | 6 | 0 | $13,979.00 | $537.00 |
| | **ELECTRICAL (RESIDENTIAL) TOTAL:** | **37** | **0** | **$214,660.42** | **$3,353.71** |
| Engineering | Fence-Non-Residential | 4 | 2,138 | $103,093.08 | $1,916.02 |
| | Fence-Residential | 28 | 4,726 | $126,353.00 | $2,659.46 |
| | Paver/Patio/Driveway/Seal Coat/Restr | 3 | 11,725 | $22,144.50 | $1,174.63 |

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

# PERMIT ISSUANCE SUMMARY (06/01/2025 TO 06/30/2025)

| Permit Type | Permit Work Class* | Permits Issued | Square Feet | Valuation | Fees Paid |
|---|---|---|---|---|---|
| | Paver/Patio/Driveway/Seal Coat-Resic | 13 | 9,511 | $73,154.00 | $1,382.50 |
| | Right of Way | 10 | 1,175 | $0.00 | $0.00 |
| | Site Clearing (Residential) | 1 | 0 | $600.00 | $181.09 |
| | **ENGINEERING TOTAL:** | **59** | **29,275** | **$325,344.58** | **$7,313.70** |
| Fire | Fire Alarm System | 1 | 1,000 | $660.00 | $101.10 |
| | Fire Sprinkler System | 1 | 1,376 | $8,300.00 | $468.47 |
| | Fire-Special Events-Tent | 2 | 2,400 | $3,000.00 | $264.00 |
| | **FIRE TOTAL:** | **4** | **4,776** | **$11,960.00** | **$833.57** |
| Gas (Residential) | Gas Lines | 9 | 0 | $22,324.50 | $805.50 |
| | Gas Tanks | 1 | 0 | $4,975.00 | $89.50 |
| | **GAS (RESIDENTIAL) TOTAL:** | **10** | **0** | **$27,299.50** | **$895.00** |
| Mechanical (Commercial) | Mechanical New | 4 | 0 | $22,200.00 | $1,501.80 |
| | Mechanical Repair/Replace | 11 | 0 | $72,327.00 | $4,171.70 |
| | **MECHANICAL (COMMERCIAL) TOTAL:** | **15** | **0** | **$94,527.00** | **$5,673.50** |
| Mechanical (Residential) | Mechanical Repair/Replace | 133 | 0 | $1,240,008.00 | $11,949.71 |
| | **MECHANICAL (RESIDENTIAL) TOTAL:** | **133** | **0** | **$1,240,008.00** | **$11,949.71** |
| Plumbing (Commercial) | Plumbing New/Adding Service/Upgrac | 1 | 0 | $2,500.00 | $167.37 |
| | Plumbing Repairs/Replace | 4 | 0 | $17,700.00 | $1,068.93 |
| | **PLUMBING (COMMERCIAL) TOTAL:** | **5** | **0** | **$20,200.00** | **$1,236.30** |
| Plumbing (Residential) | Plumbing Repairs/Replace | 8 | 0 | $12,306.00 | $716.00 |
| | **PLUMBING (RESIDENTIAL) TOTAL:** | **8** | **0** | **$12,306.00** | **$716.00** |
| Pool (Residential) | In Ground | 13 | 10,373 | $1,091,882.00 | $11,733.15 |
| | Pool with Enclosure | 1 | 300 | $83,000.00 | $906.43 |
| | **POOL (RESIDENTIAL) TOTAL:** | **14** | **10,673** | **$1,174,882.00** | **$12,639.58** |
| Sign | Sign - Face Change | 2 | 46 | $6,546.00 | $778.42 |
| | Wall Mounted | 2 | 140 | $6,800.00 | $537.29 |
| | **SIGN TOTAL:** | **4** | **185** | **$13,346.00** | **$1,315.71** |
| Special Events | Special Event Continuous | 1 | 0 | $0.00 | $554.68 |
| | Special Event Major | 2 | 0 | $0.00 | $660.00 |
| | Special Event Minor | 1 | 0 | $0.00 | $198.00 |
| | **SPECIAL EVENTS TOTAL:** | **4** | **0** | **$0.00** | **$1,412.68** |
| Tree Removal | Tree Removal Residential | 7 | 0 | $0.00 | $238.00 |
| | **TREE REMOVAL TOTAL:** | **7** | **0** | **$0.00** | **$238.00** |
| | **GRAND TOTAL:** | **560** | **607,250** | **$36,168,858.07** | **$304,063.96** |

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

| Social Media Followers as of July 1, 2025 (+/- change from prior report) | | | | |
|---|---|---|---|---|
| **Facebook** | **Nextdoor** | **Instagram** | **X** | **Threads** |
| 29,629 **(+872)** | 15,412 **(+238)** | 5,797 **(+518)** | 4,649 **(+85)** | 1,056 **(+77)** |

| Top 3 Viewed Facebook Posts in June 2025 | | | | |
|---|---|---|---|---|
| **Topic** | **Views** | **Interactions** | **Comments** | **Shares** |
| Volusia County distributing free pool alarms at library | 146,539 | 787 | 118 | 441 |
| Four new Youth Council shark statues installed | 118,640 | 2,018 | 168 | 171 |
| Planned North Causeway boat ramp improvements | 73,109 | 315 | 87 | 29 |

| Bottom 3 Viewed Facebook Posts in June 2025 | | | | |
|---|---|---|---|---|
| **Topic** | **Views** | **Interactions** | **Comments** | **Shares** |
| Free Court Kingz basketball clinic and game at NSBHS | 1,586 | 2 | 0 | 2 |
| Fire engine push-in and promotions ceremony | 2,435 | 12 | 0 | 1 |
| Marine Discovery Center's 3rd place Best Boat Tour | 2,568 | 71 | 5 | 5 |

| Public Meeting Streaming Analytics in June 2025 (+/- change from prior report) | | | | |
|---|---|---|---|---|
| **Total Page Views** | **Total Visits** | **Total Unique Visitors** | **Streaming Device Used** | |
| 3,307 **(-2,507)** | 2,351 **(-1,227)** | 1,365 **(-598)** | Desktop 76% **(+4)** | Mobile 24% **(-4)** |
| **Top 5 Most Watched Meetings (Views)** | | **Views by Referral Source** | **Top 10 Visitors by Location (Views)** | |
| 1. June 3 Charter Review Committee (153) | | 1. City website (2,430) | 1. NSB (1,612) | 6. Port Orange (67) |
| 2. June 2 Planning & Zoning Board (79) | | 2. Direct link (455) | 2. Orlando (149) | 7. Atlanta (65) |
| 3. June 16 Turnbull Creek Land Preservation Comm. (78) | | 3. City intranet (143) | 3. Miami (128) | 8. Ashburn (42) |
| 3. June 17 Charter Review Committee (78) | | 4. Facebook (113) | 4. Edgewater (124) | 9. Lake Mary (33) |
| 5. June 11 Historic Preservation Commission (28) | | 5. Google search (55) | 5. Daytona Beach (71) | 10. Glencoe (30) |

**From:** Debbie Simmons
**To:** Kosorok, Tammy
**Cc:** Cowper, Kevin; Efren Chavez
**Subject:** Requested NSBU Monthly Capacity Metrics - June 2025
**Date:** Monday, July 14, 2025 10:46:20 AM
**Attachments:** image002.png

---

**CAUTION: EXTERNAL EMAIL**

Tammy,

Forwarding the requested NSBU monthly capacity metrics; for June 2025.

Thank you,

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

New Smyrna Beach ···UTILITIES···

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Electric

June 2025

| Peak (MW) | % of Available Capacity |
|---|---|
| 102 MW | 76.9% |

Water

| | Demand(MGD) | % Treatment Capacity |
|---|---|---|
| June 2025 | 5.525 | 55.9% |

Wastewater

| | TMADF(MGD) | % Treatment Capacity |
|---|---|---|
| June 2025 | 3.853 | 55.0% |

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

PLEASE NOTE: Florida has a very broad public records law. Most written communications, and email addresses, sent to or

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

**CONSIDER ADOPTION OF THE MINUTES FROM THE CITY COMMISSION REGULAR MEETING HELD ON TUESDAY, JULY 8, 2025.**

**July 22, 2025**

---

**Background:**

The City Commission held regular meetings on Tuesday, July 8, 2025. The attached minutes are submitted for the Commission's review and consideration of adoption.

**Fiscal Analysis:**

N/A

**Strategic Plan Item:**

No

Staff Report Created By: Sharon Taylor-Harding

**Attachments:**

City Commission Regular Meeting Minutes - July 8, 2025.pdf

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

**MINUTES**

## 1. OPENING OF MEETING

Having been duly advertised as required by law, the regular meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, July 8, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

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

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

## 2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Bev Richardson will give the invocation. Wyatt Fike led those present in the Pledge of Allegiance.

## 3. APPROVAL OF THE AGENDA

City Manager Cowper removed items 8B, 8C, and 10E, and stated that 11A and 11B were not Public Hearings.

## 4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Recognizing July as National Parks and Recreation Month

The Mayor and City Commission presented a proclamation recognizing July as National Parks and Recreation Month.

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

Mr. Ron Whitesides with Pervis Gray outlined a PowerPoint presentation.

## 5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined a report.

City Attorney Avallone presented the proposed Charter Review Revision. The City Commission agreed to schedule a Charter Review workshop for Monday, July 28, 2025, at 6:30 pm.

## 6. PUBLIC PARTICIPATION

Walter Bone, 607 Downing Street, commented on writing a children's book and remarked on HTR-2-25.

Joe Flutka, 3382 Leonardo Lane, thanked City Engineer Kyle Fegely for his assistance.

Ken Hershberger, 69 Cunningham Drive, commented on a special exception at 666 Dora Street.

Jackson Miniasi, 1040 Club House Boulevard, commented on the proposal to fund a School Resource Officer at a private school and addressed the use of public funds for private use.

Cindy Rhatigan, 1339 Scarlett Trail, commented on the New Smyrna Beach Airport noise abatement study, suggested a public meeting or workshop and the formation of a task force.

Veronica McCarthy, 833 Dougherty Street, addressed concerns regarding nuisance neighbors. She also referenced the state statute that required individuals to disclose their identity when filing a code compliance complaint.

Debra Shaw, 644 Dora Street, commented on special exception at 666 Dora Street. She remarked on the fence permits pulled on the property.

Cindy Sniezak, 512 Yupon Avenue, commented on resident notifications regarding major city actions, addressed parking issues on 2nd Avenue, and suggested the Utilities Commission assess streetlights in New Smyrna Beach.

Ron Stopa, 217 Saffire Road, noted that the park was intended as a passive area. He expressed concerns about the reduced quality of life due to parking and reported more gopher turtle deaths.

Susan Verano, 209 Sapphire Road, provided history regarding parking on Sapphire Road. She stated the parking has diminished the quality of life.

Diana Coughlin, 205 Sapphire Road, raised concerns about cars parking on the sidewalk and a decline in quality of life on Sapphire Road.

John Coughlin,  205 Sapphire Road, addressed concerns regarding parking on Sapphire Road. He noted insufficient communication between residents and the city and expressed concern about rising levels of trash and drug use in the area.

Kathryn Feindt, 2742Turnbull Estate Drive, provided a history of the parking lot off peninsula.

John Drennan, 207 Sapphire Road, commented on parking, respect, the park's previous owner, and preserving green space on Sapphire.

Jesse Romero, 708 South Cooper Street, spoke on reducing city speed limits and addressed parking issues, emphasizing the need for compromise.

Gene Verno, 209 Sapphire Road, provided input regarding parking issues on Sapphire Road. He also addressed the preservation of the property as a park and discussed the importance of effective communication between residents and the city.

Laura Drennan, 207 Sapphire Road, commented on parking and illegal activities on Sapphire Road.

Joe Dlubac, 3587 Casalta Circle, commented on updating the comprehensive plan and land development regulations.

Jane Routh, 1803 Beacon Street, representing Sacred Heart, provided remarks regarding the SRO at Sacred Heart. She noted that 98% of the school’s funding is sourced from scholarships.

Kristen Wiles, 3336 Shamrock Drive, highlighted the need for an SRO at Sacred Heart and spoke about the school's community role.

## 7. CONSENT AGENDA

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

**Motion:**
Commissioner Perrine moved to adopt the minutes from the City Commission regular meetings held on Tuesday, May 13 and May 27, 2025, and the workshop held on Thursday, May 15, 2025. Commissioner McGuirk seconded the motion. The motion passed unanimously.

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

**Motion**:
Commissioner Perrine moved to adopt Resolution No. 15-25 which if adopted, would approve to reduce speed in construction area on Saxon Drive. Commissioner McGuirk seconded the motion. The motion passed unanimously.

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

**Motion:**
Commissioner Perrine moved to adopt Resolution No. 16-25, which if adopted, would grant authority to the City Manager to approve all change orders necessary for compliance with F.S. Section 218.755. Commissioner McGuirk seconded the motion. The motion passed unanimously.

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

**Motion**:
Commissioner Perrine moved to approve the Flagler Light Pole Installation Piggyback agreement. Commissioner McGuirk seconded the motion. The motion passed unanimously.

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

**Motion**:
Commissioner Perrine moved to approve the Pegasus Additional Services HMGP Grant 4337-197-R. Commissioner McGuirk seconded the motion. The motion passed unanimously.

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

**Motion**:
Commissioner Perrine moved to approve the Pegasus Additional Services HMGP 4337-374-R. Commissioner McGuirk seconded the motion. The motion passed unanimously.

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

**Motion**:
Commissioner Perrine moved to approve Kimley-Horn and Associates, Inc. to provide Professional Planning Consulting Services to update the City's Comprehensive Plan. Commissioner McGuirk seconded the motion. The motion passed unanimously.

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

**Motion**:
Commissioner Perrine moved to approve the Fiscal Year 2024-25 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds to be distributed to Daytona Beach Shores Department of Public Safety, City of Holly Hill, The House Next Door, and SMA Healthcare. Commissioner McGuirk seconded the motion. The motion passed unanimously.

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

**Motion**:
Commissioner Perrine moved to approve the AVCON, Inc's proposal for Design and Bidding Phase Services for Hangar Infrastructure. Commissioner McGuirk seconded the motion. The motion passed unanimously.

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

**Motion**:
Commissioner Perrine moved to approve the submission of an application for the Federal FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, JAG-Direct (JAGD) Solicitation for the procurement of ballistic vests. Also, consider the approval of subsequently utilizing the grant funds if awarded. Commissioner McGuirk seconded the motion. The motion passed unanimously.

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

**Motion**:
Commissioner McGuirk moved to approve the renewal of the contract with the Sacred Heart Catholic School for a full-time police officer for FY25-26. Commissioner Ashley seconded the motion. The motion passed by 4-1 vote, with Vice Mayor Martin voting in opposition.

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

**Motion**:
Commissioner Perrine moved to approve an amended contract with All State Civil to include the Phase 2 scope of work. Commissioner McGuirk seconded the motion. The motion passed unanimously.

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

**Motion**:
Commissioner Perrine moved to approve the award of ITB-05-25-CIP to Gregori Construction for the construction of 27th Ave Boardwalk & Ramp Replacement. Commissioner McGuirk seconded the motion. The motion passed unanimously.

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

**Motion**:
Commissioner Perrine moved to approve the submission of an application for the State Homeland Security Grant for the procurement of hardened barriers that can be deployed to impede hostile vehicles during NSB city events or close roads due to disasters or emergencies. Also, consider the approval of subsequently utilizing the grant funds if awarded. Commissioner McGuirk seconded the motion. The motion passed unanimously.

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

**Motion**:
Commissioner Perrine moved to approve the Venetian Bay Golf and Country Club 2025 New Year's Eve Fireworks display, to be held on Wednesday December 31, 2025 at midnight. Commissioner McGuirk seconded the motion. The motion passed unanimously.

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

**Motion**:
Commissioner Perrine moved to approve the Chalk It Up Event 2026, to be held on Saturday, February 28, 2026. Commissioner McGuirk seconded the motion. The motion passed unanimously.

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

**Motion**:
Commissioner Perrine moved to approve the 5th Annual Mermaids, Pirates and Seafood oh My 2026 Event, to be held on Saturday, February 28, 2026. Commissioner McGuirk seconded the motion. The motion passed unanimously.

## 8. ADMINISTRATIVE ITEMS/NEW BUSINESS

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

**Motion**:
Vice Mayor Martin moved to approve the Real Estate Purchase Agreement for a Turnbull Creek Conservation property owned by Tad and Crystal Johnston. Commissioner McGuirk seconded the motion. The motion passed unanimously.

8.B Consider the approval of a Real Estate Purchase Agreement for a Turnbull Creek Conservation property owned by Blossom Development
This item was removed from the agenda.

8.C Consider the approval of a Real Estate Purchase Agreement for a Turnbull Creek Conservation property owned by Festival Properties.
This item was removed from the agenda.

## 9. QUASI-JUDICIAL HEARINGS

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

Compliance Manager Channing Maiolo outlined a PowerPoint presentation.

Vice Mayor Martin sought clarification regarding tree mitigation.

Commissioner McGuirk questioned trees 261 and 262.

Mayor Cleveland questioned the compromise regarding saving the trees.

Ben Bartlett, Volusia County Public Works Director, outlined a PowerPoint presentation.

Vice Mayor Martin addressed concerns regarding the potential failure of trees and the presence of unhealthy specimens.

Commissioner McGuirk questioned trees 261 and 262 and asked for clarification regarding the reasons for their removal.

Mayor Cleveland addressed the topic of root pruning and inquired about the actions taken to preserve the trees.

Mayor Cleveland opened public participation.

Walter Bone, 607 Dowing Street, commented on the historic tree removal at 801 South Street and provided alternative solutions.

Randy Herman, 108 Esther Street, commented on the removal of trees and the importance of preserving the trees on property.

Mayor Cleveland closed public participation

Mr. Bartlett discussed compliance with the Federal Aviation Association (FAA) requirements for the property.

Commissioner Perrine questioned the number of trees per square foot.

Commissioner McGuirk questioned the process of the Historic Tree Removal if it was not approved.

Jeff Gove provided clarification regarding the process.

**Motion**:
Commissioner McGuirk moved to approve Application No. HTR-2-25-Historic Tree Removal of four (36", 45", 49", and 58" DBH) trees on the commercial property for Volusia Mosquito Control at 801 South St. Commissioner Ashley seconded the motion. The motion passed by 3 to 2 votes, with Vice Mayor Martin and Mayor Cleveland voting in opposition.

## 10. PUBLIC HEARINGS

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

City Attorney Avallone read Ordinance No. 20-25 for the second time by title only.

Public Works Director David Ray outlined the non-exclusive franchise agreement to Wal-Rose Inc.

Mayor Cleveland opened the Public Hearing.

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

**Motion**:
Vice Mayor Martin moved to adopt Ordinance No. 20-25, which, if adopted, would grant a non-exclusive franchise agreement to Wal-Rose Inc. Commissioner Perrine seconded the motion. The motion passed unanimously.

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

City Attorney Avallone read Ordinance No. 30-25 for the second time by title only.

Public Works Director David Ray outlined the non-exclusive franchise agreement to MLJ Drywall Inc.

Mayor Cleveland opened the Public Hearing.

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

**Motion**:
Vice Mayor Martin moved to adopt Ordinance No. 30-25 which, if adopted, would grant a non-exclusive franchise agreement to MLJ Drywall Inc. Commissioner McGuirk seconded the motion. The motion passed unanimously.

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

City Attorney Avallone read Ordinance No. 31-25 for the second time by title only.

Development Services Director Shane Corbin outlined a PowerPoint presentation.

Mayor Cleveland opened the Public Hearing.

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

**Motion**:
Vice Mayor Martin moved to adopt Ordinance No. 31-25, which, if adopted, would Amend Article III, Section 52-20 and Section 52-21 of the City Code of Ordinance, which would update the Impact Fee Study and Rates for Road Impact Fees. Commissioner Ashley seconded the motion. The motion passed unanimously.

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

City Attorney Avallone read Ordinance No. 35-25 for the second time by title only.

Public Works Director David Ray outlined the non-exclusive franchise agreement to Lightning Dumpster, LLC.

Mayor Cleveland opened the Public Hearing.

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

**Motion**:
Vice Mayor Martin moved to adopt Ordinance No. 35-25 which, if adopted, would grant a non-exclusive franchise agreement to Lightning Dumpster LLC. Commissioner Ashley seconded the motion. The motion passed unanimously.

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

Ordinance No. 15-25 was withdrawn from the agenda.

**11. ORDINANCES FIRST READINGS**

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

City Attorney Avallone read Ordinance No. 38-25 for the first time by title only. She reported that the second reading is scheduled for Tuesday, July 22, 2025.

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

City Attorney Avallone read Ordinance No. 39-25 for the first time by title only. She reported that the second reading is scheduled for Tuesday, July 22, 2025.

Mayor Cleveland inquired about the flooding on the property and asked whether stormwater would be fully retained on site.

Development Services Director Shane Corbin provided an explanation regarding the stormwater.

Joey Posey, 420 South Nova Road, commented on retaining stormwater on the property.

City Attorney Avallone questioned if applicant would voluntarily agree to the 25 stormwater regulations.

Mr. Posey stated that they agreed to the 25 stormwater regulations.

Matt Dallas, Mark Dowst, and Associates, accepted the stormwater standards. He also offered clarification on matters related to stormwater management and natural vegetation at the site.

Mayor Cleveland questioned the retention on the site.

Commissioner McGuirk commented that the property's watershed.

Vice Mayor Martin questioned if there would be a traffic impact study.

## 12. BOARDS AND COMMISSIONS

12.A Board Vacancy Notice: Historic Preservation Commission

12.B Board Vacancy Notice: Utilities Commission

Interim City Clerk outlined a report regarding board vacancies.

## 13. MAYOR AND COMMISSIONER COMMENTS

Commissioner McGuirk provided remarks on the successful comedy show held on July 4th. He also addressed concerns regarding airport noise and highlighted the significance of an upcoming meeting with Epic Aviation.

Mayor Cleveland acknowledged public input on Sapphire, praised the successful Juneteenth Gala, and reported the Fire Department's acquisition of a new truck.

## 14. CITY CLERK'S REPORT

14.A City Clerk's Report

No action.

## 15. CITY ATTORNEY'S REPORT

15.A Legislative Session Ends

City Attorney Avallone provided an overview of the Legislative Session, SB 180, and the flood zone.

15.B Charter Review Committee Update

## 16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 9:59 pm.

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

**RESOLUTION NO. 17-25: CONSIDER THE ADOPTION OF RESOLUTION NO. 17-25, WHICH IF ADOPTED, WOULD APPROVE THE HMGP GRANT INITIATIVE - ACQUISITION AND DEMOLISH THREE HOMES**

**July 22, 2025**

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**Background:**

The City received inquiries regarding three flood prone residences that also flooded as a result of Hurricane Milton and have committed to participate in the Hazard Mitigation Grant Program (HMGP) for the purchase and demolition of their single-family home. As such staff placed this on an initiative and met with the Local Mitigation Strategy committee consisting of Volusia County, other municipalities and non-profit agencies (i.e. hospitals) to prioritize the county wide projects within the FEMA allotted notice of available funding amount.

The capital project would be funded entirely by the City with 75% being reimbursement through the HMGP grant program. The overall project amount is estimated at $1,375,587.50 with HMGP's participation being $1,031,691 and the City's commitment being $343,897.

**Findings:**

The project involves removing homes that not only flood during natural disasters or named storm events but also during heavy rains, high tides, surge water and as part of the grant guidelines the properties are required to remain undeveloped and will provide stormwater storage within the basins that in turn provide additional protection to surrounding properties.

**Fiscal Analysis:**

The funding will be either supported by the General Fund or borrowing from a line of credit. This will be determined once the project has been approved by the State along with a project agreement which will be budgeted next fiscal year.

**Strategic Plan Item:**

No

Staff Report Created By: Kyle Fegley - City Engineer

**Attachments:**

Hurricane Milton Letter of Support 06.20.2025.pdf
Hurricane Milton Priority List (6.20.2025).pdf
Res 17-25 HMGP Grant LMS projects.pdf

Volusia County
FLORIDA

**Department of Emergency Services**
**Emergency Management Division**

June 20, 2025

Ms. Laura Dhuwe, State Mitigation Officer
Florida Division of Emergency Management
255 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

RE: Hazard Mitigation Grant Program (HMGP) applications for FEMA 4834-DR-FL, Hurricane Milton

Dear Ms. Dhuwe:

The Volusia County Local Mitigation Strategy (LMS) working group has approved by vote and prioritized the following projects for HMGP funding from this disaster. These projects align with our LMS goals and objectives as noted, and with the State's mitigation goals and objectives (in accordance with the Code of Federal Regulations 44 § 201.6)

The Volusia County LMS group therefore presents the projects below (or in an attachment) in the order that they are to be considered for funding.

For further information or inquiry, please contact me at 386-671-8807 or bartonjustin@codb.us.

Sincerely,

Justin Barton Digitally signed by Justin Barton
DN: C=US, E=bartonjustin@daytonabeach.gov, O=City of Daytona Beach, CN=Justin Barton
Date: 2025.06.20 16:00:33-04'00'
_____ , LMS Chair Volusia County

cc:

## Priority List for Volusia County FL HMGP Hurricane Milton

| LMS Priority | Jurisdiction | LMS # | Project Description | Total Cost | HMGP (75%) | Match (25%) |
|---|---|---|---|---|---|---|
| 1 | Orange City Public Works | VOL-0736 | Mill Lake and Industrial Park Flood Mitigation Project | $1,200,000 | $900,000 | $300,000 |
| 2 | Ormond Beach Utilities | VOL-0725 | Water Treatment Plant Generator Replacement | $1,610,000 | $1,207,500 | $402,500 |
| 3 | Deland City Manager's Office | VOL-0743 | Earl Brown Park Stormwater Management Area Improvements | $1,500,000 | $1,125,000 | $375,000 |
| 4 | Edgewater Environmental Services | VOL-0710 | Rehabilitation of Lift Stations #5, #10, #17, and #31 with Emergency Bypass Pumps | $850,000 | $637,500 | $212,500 |
| 5 | Daytona Beach | VOL-0726 | Permanent Perimeter Flood Wall – Bethune WRF | $7,200,000 | $5,400,000 | $1,800,000 |
| 6 | Deltona Public Works | VOL-0732 | Installation of Permanent Bypass Pumps to serve nine (9) Stormwater Pump Stations | $2,160,000 | $1,620,000 | $540,000 |
| 7 | South Daytona Public Works | VOL-0708 | South Daytona Oriole Lane/Kenilworth Avenue Pond | $750,000 | $562,500 | $187,500 |
| 8 | South Daytona Public Works | VOL-0709 | South Daytona Green Street/Brian Avenue Pond | $750,000 | $562,500 | $187,500 |
| 9 | Volusia County Fire Rescue | VOL-0742 | Station 23 Wind Retrofit, Saferoom, and Flood Mitigation Project | $10,000,000 | $7,500,000 | $2,500,000 |
| 10 | New Smyrna Beach Engineering Dept. | VOL-0734 | Acquisition and Demolition of three (3) Flood-Prone Homes | $1,375,588 | $1,031,691 | $343,897 |
| 11 | AdventHealth Fish Memorial | VOL-0728 | AdventHealth Fish Memorial - Muscle Wall Flood System | $802,530 | $601,898 | $200,633 |
| 12 | Daytona Beach Shores Public Works | VOL-0695 | Sewer Improvements and Retrofit North of Dunlawton Avenue | $4,628,000 | $3,471,000 | $1,157,000 |
| 13 | Ormond Beach Public Works | VOL-0718 | John Anderson Drainage Improvements | $417,884 | $313,413 | $104,471 |
| 14 | Volusia County Emergency Management | VOL-0737 | Mitigation Reconstruct 136 Temple St. | $321,668 | $220,000 | $101,668 |
| 15 | Edgewater Environmental Services | VOL-0707 | Rehabilitation of Lift Stations #40, #42, and #51 with Emergency Bypass Pumps | $635,000 | $476,250 | $158,750 |
| 16 | Deltona Public Works | VOL-0731 | Installation of Permanent Bypass Pumps to serve five (5) Domestic Wastewater Lift Stations | $1,500,000 | $1,125,000 | $375,000 |
| 17 | Volusia County Emergency Management | VOL-0739 | Acquisition of 246 Cranor Avenue | $732,600 | $549,450 | $183,150 |
| 18 | Volusia County Emergency Management | VOL-0738 | Acquisition of 1839 Old Tomoka Road | $827,600 | $620,700 | $206,900 |
| 19 | Volusia County Emergency Management | VOL-0740 | Acquisition of 1228 Orange Camp Road | $678,500 | $508,875 | $169,625 |

## Priority List for Volusia County FL HMGP Hurricane Milton

| LMS Priority | Jurisdiction | LMS # | Project Description | Total Cost | HMGP (75%) | Match (25%) |
|---|---|---|---|---|---|---|
| 20 | Volusia County Emergency Management | VOL-0741 | Elevation of 1646 Lake George Road | $252,412 | $189,309 | $63,103 |
| 21 | Deland City Manager's Office | VOL-0744 | Thompson and Winnimessett Stormwater Pond Expansion | $1,000,000 | $750,000 | $250,000 |
| 22 | Deland City Manager's Office | VOL-0745 | Stone and Ambrose Stormwater Pond Expansion | $100,000 | $75,000 | $25,000 |
| 23 | Deland City Manager's Office | VOL-0746 | Painters Pond Stormwater Management Area Improvements | $1,000,000 | $750,000 | $250,000 |
| 24 | AdventHealth Daytona | VOL-0727 | AdventHealth Daytona Beach - one (1) Generator for the Medical Office Building | $2,343,000 | $1,757,250 | $585,750 |
| 25 | AdventHealth Daytona Beach | VOL-0747 | Advent Health Daytona Beach - Generator for the Cancer Institute - Critical Infrastructure Sustainability | $2,393,714 | $1,795,286 | $598,429 |
| 26 | Ormond Beach Utilities | VOL-0724 | Water Reclamation Facility Influent Pump Station Replacement | $8,300,000 | $6,225,000 | $2,075,000 |
| 27 | AdventHealth Daytona Beach | VOL-0748 | Cooling Tower Secondary Water Source Well | $685,046 | $513,785 | $171,262 |
| | | | **TOTALS =>** | **$54,013,541** | **$40,488,905** | **$13,524,636** |
| | | | **FEMA-4834-DR-FL 6-Month Estimate as of 04/03/25 =>** | **$28,446,488.69** | **$21,334,866.52** | **$7,111,622.17** |
| | | | **Less Florida Elevate Allocations =>** | | **($1,105,146.09)** | |
| | | | | **($25,567,052)** | **($20,259,185)** | **($6,413,014)** |

**RESOLUTION NO. 17-25**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, SUPPORTING THE CITY'S PARTICIPATION IN THE HAZARD MITIGATION GRANT PROGRAM (HMGP), AUTHORIZING THE ACQUISITION AND DEMOLITION OF THREE FLOOD-PRONE RESIDENTIAL PROPERTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Volusia County Local Mitigation Strategy (LMS) Working Group has prioritized projects associated with the impacts Hurricane Milton; and

**WHEREAS**, the City of New Smyrna Beach has collaborated with the LMS Working Group to develop a prioritized list of mitigation projects based on severity and need; and

**WHEREAS**, the City, in coordination with Volusia County, intends to participate in the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP); and

**WHEREAS**, the properties identified in this project have experienced repeated and substantial flooding during natural disasters and significant rainfall events; and

**WHEREAS**, the City is committed to reducing the risk of recurrent flooding affecting specific residential properties within its jurisdiction; and

**WHEREAS**, the City's efforts to mitigate flood-prone properties contribute to maintaining its favorable Community Rating System (CRS) classification and result in reduced flood insurance premiums for its residents; and

**WHEREAS**, the City is committed to the voluntary acquisition and demolition of three single-family residences located within the City limits of New Smyrna Beach as part of its flood mitigation strategy;

**NOW, THEREFORE, BE IT RESOLVED,** by the City Commission of the City of New Smyrna Beach that:

**SECTION 1. RECITALS.** The above recitals are true and correct and are incorporated herein by this reference.

**SECTION 2. DECLARATION.** The City Commission hereby supports and approves the City Participation in the FEMA Hazard Mitigation Grant Program in coordination with Volusia County and the City reaffirms it commitment to reducing the risk of flooding and enhancing public safety and support the LMS projects as prioritized in **Exhibit "A".**

**SECTION 3. SEVERABILITY.** If any section, subsection, clause, or provision of this Resolution be determined invalid by a court decision, statute, regulation, or rule, the remainder shall not be affected by such invalidity.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall become effective immediately upon adoption.

**APPROVED AS TO FORM AND CORRECTNESS:**

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

**DATE: July 16, 2025**

# EXHIBIT "A"

## Priority List for Volusia County FL HMGP Hurricane Milton

| LMS Priority | Jurisdiction | LMS # | Project Description | Total Cost | HMGP (75%) | Match (25%) |
|---|---|---|---|---|---|---|
| 1 | Orange City Public Works | VOL-0736 | Mill Lake and Industrial Park Flood Mitigation Project | $1,200,000 | $900,000 | $300,000 |
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## Priority List for Volusia County FL HMGP Hurricane Milton

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| | | | **TOTALS =>** | **$54,013,541** | **$40,488,905** | **$13,524,636** |
| | | | **FEMA-4834-DR-FL 6-Month Estimate as of 04/03/25 =>** | **$28,446,488.69** | **$21,334,866.52** | **$7,111,622.17** |
| | | | **Less Florida Elevate Allocations =>** | | **($1,105,146.09)** | |
| | | | | **($25,567,052)** | **($20,259,185)** | **($6,413,014)** |

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

**RESOLUTION NO. 18-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF APPROVED, WOULD DECLARE THE CITY'S INTENT TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED FOR THE ACQUISITION OF LAND IN THE TURNBULL CREEK WATERSHED, USING PROCEEDS FROM A FUTURE TAX-EXEMPT FINANCING IN THE AMOUNT OF UP TO $5,500,000.00, AS AUTHORIZED BY THE 2018 VOTER-APPROVED REFERENDUM.**

**July 22, 2025**

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**Background:**

In 2018, voters approved a referendum authorizing the City of New Smyrna Beach to borrow up to $15 million for the acquisition of land within the Turnbull Creek Watershed. To date, the City has issued $9.5 million of that authorization. The proceeds from the initial borrowing are nearly exhausted, and additional properties have been identified for purchase. To complete these acquisitions, the City proposes to borrow the remaining $5.5 million in the October–November 2025 timeframe, following adoption of the FY 2026 budget in September.

To allow for timely acquisition of property opportunities, staff recommends that the City Commission approve a reimbursement resolution. This will enable the City to purchase land between July 22 and the issuance of the note in late fall, using General Fund resources initially, and then reimburse those expenditures from the future borrowing.

Issuance of the new note will increase the voted debt millage rate slightly to cover the additional principal and interest associated with the remaining $5.5 million in authorized debt.

Staff recommends adoption of Resolution No. 18-25, declaring the City's official intent to reimburse itself for capital expenditures incurred in connection with the acquisition of land in the Turnbull Creek Watershed, using proceeds from a future tax-exempt financing in the amount of up to $5,500,000.00.

**Fiscal Analysis:**

The City anticipates borrowing up to $5.5 million through a tax-exempt financing to fund the acquisition of additional properties in the Turnbull Creek Watershed. Estimated annual debt service on the borrowing is $420,000, covering both principal and interest. This will result in an estimated increase of 0.0594 mills to the voted debt millage rate. The General Fund will initially cover all land acquisition and related costs and will be reimbursed upon issuance of the note.

**Strategic Plan Item:**

No

Staff Report Created By: JoAnne Drury - Finance Director

**Attachments:**

Res. No. 18-25 Turnbull Bond Reimbursement.pdf

**RESOLUTION NO. 18-25**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE ACQUISITION OF CERTAIN LANDS AS DESCRIBED HEREIN, WITH PROCEEDS OF A FUTURE TAX-EXEMPT FINANCING; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1:** ***Authority for this Resolution.*** This Resolution is adopted pursuant to the provisions of the Constitution and the laws of the State of Florida, Chapter 166, Florida Statutes, as amended.

**SECTION 2:** ***Findings***. It is hereby ascertained, determined and declared that:

A. The City Commission of the City of New Smyrna Beach, Florida (the "Issuer") has determined that the need exists to incur debt to finance the acquisition of lands along the Turnball Creek Watershed (the "Project") prior to being reimbursed with proceeds of tax-exempt financing.

B. It is expected that the costs of the Project will be reimbursed by and financed with the proceeds of a future tax-exempt financing for capital expenditures.

**SECTION 3:** ***Declaration of Intent***. The Issuer hereby expresses its intention to be reimbursed from proceeds of a future tax-exempt financing for capital expenditures to be paid by the Issuer for the purpose of financing the costs of the Project. The Issuer expects to use legally available funds to pay such costs including but not limited to costs of appraisals and other studies or reports and other costs associated with the acquisition of the Project. It is reasonably expected that the total amount of debt to be incurred by the Issuer with respect to the Project will not exceed $5,500,000. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.1502 of the Income Tax Regulations which were promulgated pursuant to the Internal Revenue Code of 1986, as amended, with respect to the debt incurred, in one or more financings, to finance the Project.

**SECTION 4:** ***Severability***. If any one or more of the provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such provisions shall be null and void and shall be deemed separate from the remaining provisions of this Resolution.

**SECTION 5:** ***Repealer***. In the event there are any resolutions, or parts thereof, that are in conflict with any of the provisions of this Resolution, this Resolution shall control.

**SECTION 6:** ***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:** 7/10/2025

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

**RESOLUTION NO. 19-25: CONSIDER THE ADOPTION OF A RESOLUTION TO ALLOW THE CITY TO PARTNER WITH VOLUSIA COUNTY'S TRANSFORM386 BUYOUT AND ACQUISITION PROGRAM.**

**July 22, 2025**

---

**Background:**

This resolution would authorize the City Manager to enter into agreements with Volusia County to accept City ownership of residential properties acquired through the Transform386 CDBG-DR Hurricane Milton disaster recovery program. These properties would be voluntarily sold by homeowners in flood-prone areas following Hurricane Milton. Volusia County would be responsible for coordination of sale prices with homeowners and disbursement of funds. The properties would then be transferred to the City and assume ownership with deed restrictions for long-term open space or floodplain-compatible use.

**Fiscal Analysis:**

No direct fiscal impact to the City is anticipated at this time. Future property maintenance expenses are expected.

The Transform386 Program is part of the Community Development Block Grant – Disaster Recovery (CDBG-DR) program, which is federally funded and managed by the U.S. Department of Housing and Urban Development (HUD).

**Strategic Plan Item:**

No

Staff Report Created By: Jesse Kobe

**Attachments:**

Res 19-25 Voluisa County's Transform386 Buyout and Acquisition Program.pdf

**RESOLUTION NO. 19-25**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH VOLUSIA COUNTY FOR THE ACCEPTANCE OF PROPERTIES ACQUIRED THROUGH THE HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DISASTER BLOCK GRANT-DISASTER RECOVERY (CDBG-DR) FUNDED SINGLE FAMILY HOMEOWNER REPAIR AND REPLACEMENT PROGRAM AND HOMEOWNER RECOVERY PROGRAM BUYOUT PATHWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Volusia County has received CDBG-DR funds from the U.S. Department of HUD for disaster recovery efforts following Hurricanes Ian and Milton; and

**WHEREAS**, Volusia County has established the Office of Recovery and Resiliency, a/k/a Transform386, to administer the CDBG-DR funded Single Family Homeowner Repair and Replacement Program and Hurricane Milton Homeowner Recovery Program, both of which include homeowner buyouts, which are the voluntary acquisition of properties from willing sellers in flood-prone areas; and

**WHEREAS**, under HUD CDBG-DR regulations, local governments are eligible to receive title to properties acquired through the programs, subject to deed restrictions ensuring the land is dedicated in perpetuity to uses compatible with open space or floodplain/wetlands management practices; and

**WHEREAS**, the City of New Smyrna Beach recognizes the benefits of receiving such properties to promote flood risk reduction, environmental resilience, and public benefit consistent with the intent of the Transform386 Programs; and

**WHEREAS**, the City finds it to be in its best interest to participate in the Transform386 program and shall accept ownership of properties acquired within the City limits under the Transform386 Programs; and

**WHEREAS,** the City after ownership transfer shall be solely responsible for any ongoing maintenance obligations associated with a property; and

**WHEREAS,** the City Commission authorizes the City Manager to execute any necessary documents with Volusia County, or its designees, to accept City ownership of Transform386 homeowner buyout properties within the City limits.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Commission of the City of New Smyrna Beach that:

**SECTION 1. RECITALS.** The above recitals are true and correct and are incorporated herein by this reference.

**SECTION 2. DECLARATION.** The City Commission hereby authorizes the City Manager, or their designee, to execute and deliver any and all agreements, instruments, or documents necessary to accept the transfer of real property acquired through the Transform386 Programs, subject to applicable CDBG-DR and HUD regulations, and in accordance with any deed restrictions required for long-term land use compliance.

**SECTION 3. SEVERABILITY.** If any section, subsection, clause, or provision of this Resolution be determined invalid by a court decision, statute, regulation, or rule, the remainder shall not be affected by such invalidity.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall become effective immediately upon adoption.

**APPROVED AS TO FORM AND CORRECTNESS:**

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

**DATE: July 14, 2025**

**THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT**

**CONSIDER THE APPROVAL OF A DOCK EASEMENT AGREEMENT TO ALLOW FOR A SINGLE-FAMILY RESIDENTIAL DOCK TO BE LOCATED ALONG THE EAST SIDE OF NORTH RIVERSIDE DRIVE ACROSS FROM PROPERTY ADDRESSED AT 620 NORTH RIVERSIDE DRIVE.**

**July 22, 2025**

---

**Background:**

**Applicant and Property Owners:** Michael and Pamela Ison, 624 North Riverside Drive, New Smyrna Beach, Florida 32168.

**Request:** A dock easement agreement to allow for renovations to an existing single-family standard residential dock located along the east side of North Riverside Drive across from property addressed as 624 North Riverside Drive. See the attached location map and aerial map as **Exhibits A** & **B**.

**Parcel Number:** 7441-01-00-0030

**Exhibits used in this report:**

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

**Findings:**

The upland property that is located between the paved right-of-way and the Indian River along North Riverside Drive is claimed by the City of New Smyrna Beach as a dedicated right-of-way, including all riparian rights and littoral rights per the Bouchelle's Subdivision Plat of 1925. See **Exhibit C**.

The current single-family standard dock structure was approved by the City Commission in 2006 and that approval will expire in 2026. A survey of the property including the current dock structure is attached as **Exhibit C**. For property owners that border the west side of North Riverside Drive that wish to install a single-family dock, the City requires an approved Dock Easement Agreement. See **Exhibit E**.

This agreement is required for property owners to install or renovate a single-family dock

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

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

**Recommendation:**

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

**Fiscal Analysis:**
N/A

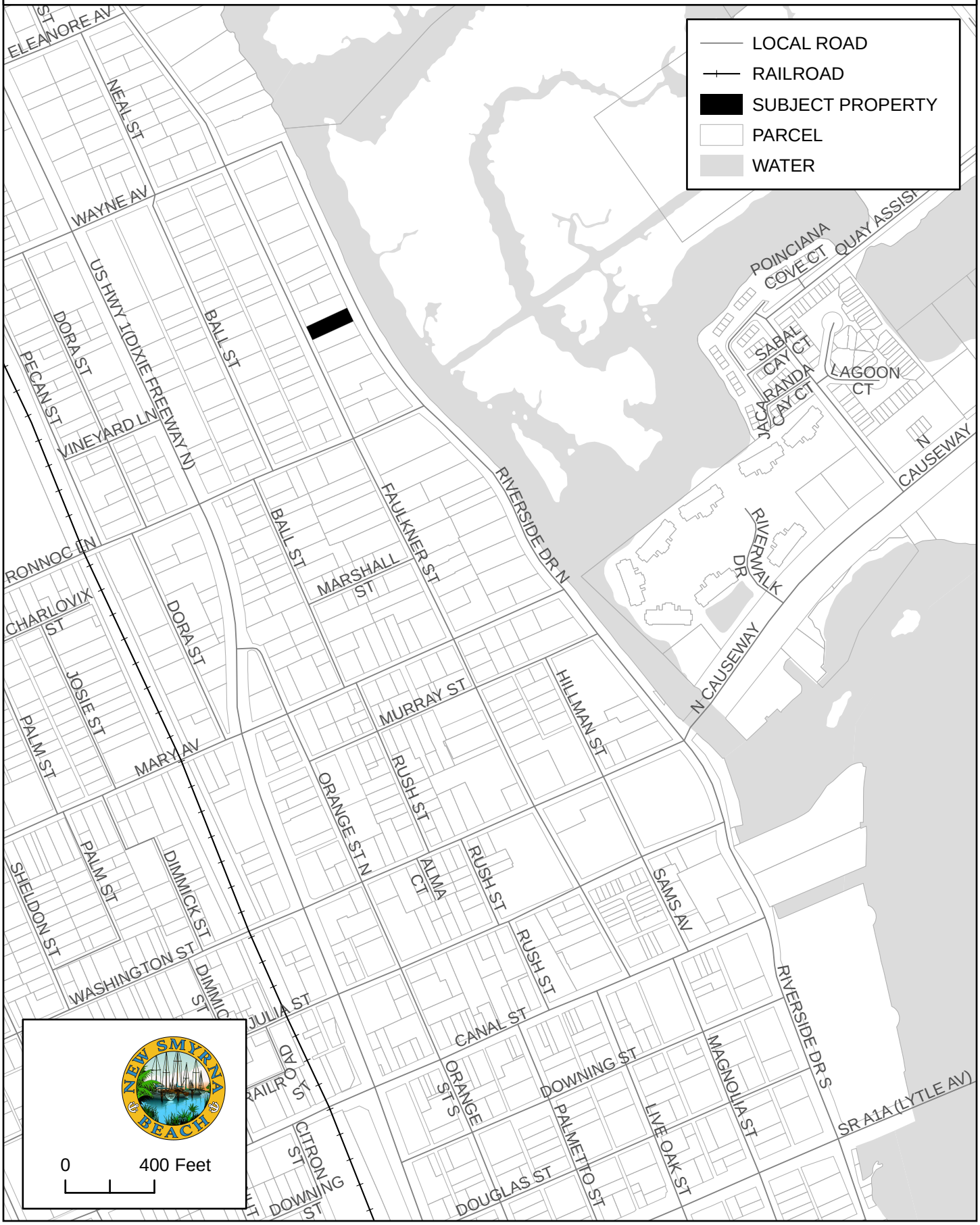
**Strategic Plan Item:**
No

Staff Report Created By: Shane Corbin - Developmental Services Director

**Attachments:**

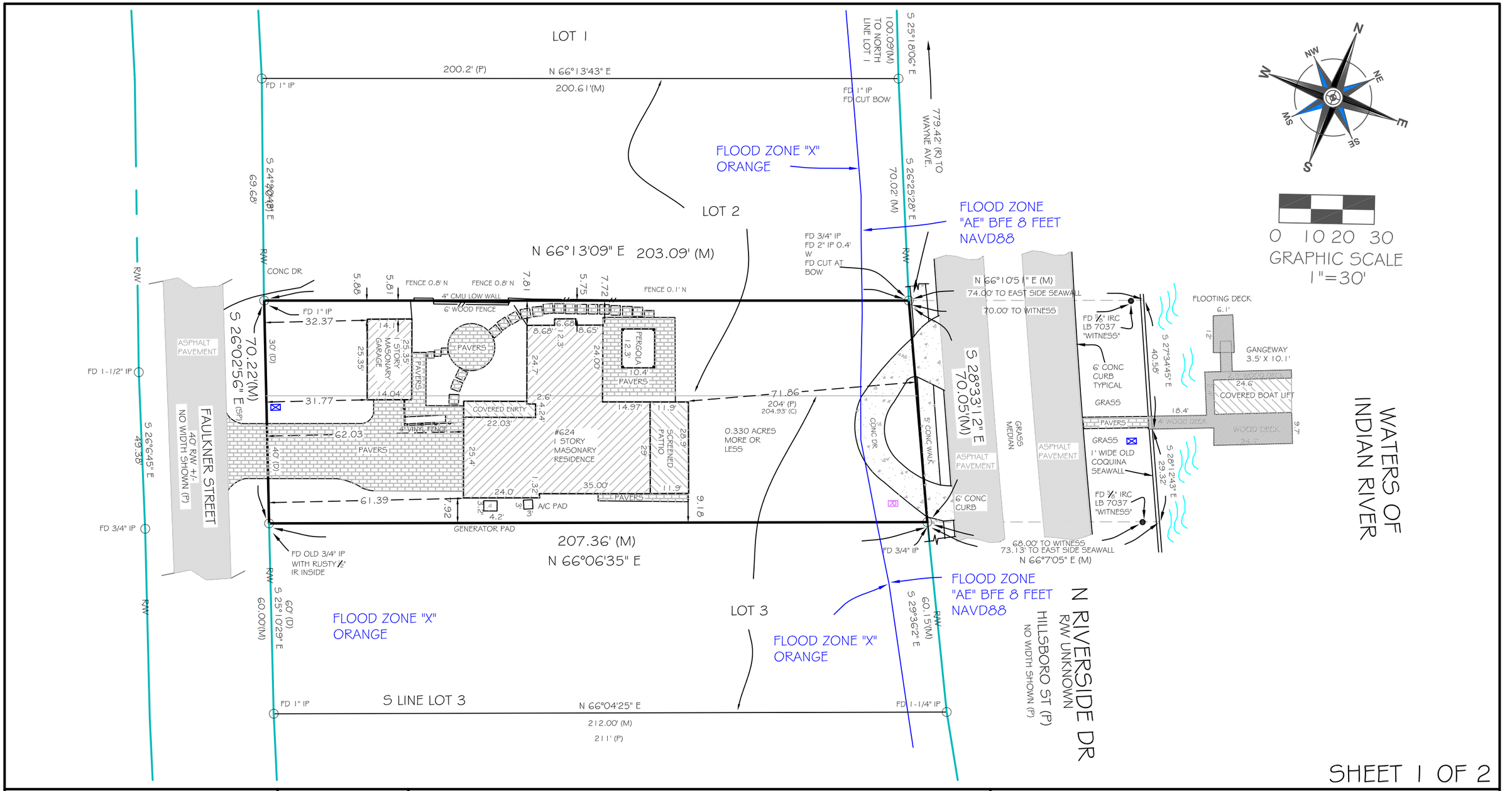
Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Survey 624 N Riverside Dr.pdf
Exhibit D 624 N Riverside Dr. Drawings.pdf
Exhibit E Dock Easement Agreement.pdf

# DP-1-2025: 624 N. RIVERSIDE DRIVE
# PARCEL: 7441-01-00-0030 LOCATION MAP



# DP-1-2025: 624 N. RIVERSIDE DRIVE
# PARCEL: 7441-01-00-0030 AERIAL MAP






SHEET 1 OF 2

REVISIONS:
--

TYPE OF SURVEY:
BOUNDARY

SUBJECT:
#624 N RIVERSIDE DR
NEW SMYRNA BEACH, FL
32168

TAX ID:7441010000030

OFFICE WORK BY : WSH
DATE 12/12/2019

FIELD WORK BY: WSH
DATE: 12/14/2019

WO# H191205
FB: 21-40


Harts Progressive Enterprise Inc.
Land Surveyors * Mappers * Drafting
629 Overlook Trail, Port Orange, Fl 32127
(386)767-2776 FAX (386)767-2776 LB# 7743
William S Hart PSM 3905
Visit us at: www.hartsprogressive.com


© 2019

SEE SURVEY REPORT TITLE: #624 N RIVERSIDE DR NEW SMYRNA BEACH, FL 32168

REPORT DATED: 12/12/2019

THIS MAP IS NEITHER FULL AND COMPLETE WITHOUT THE REPORT

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=30' OR SMALLER ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED SHALL BE AT YOUR RISK.

# SURVEY MAP

FILE: NEW SMYRNA BEACH
B-99-00-02_03

GENERAL NOTES:

1. BEARING STRUCTURE (S 26°02'56" E) ALONG THE EAST RIGHT OF WAY LINE OF FAULKNER ST, NO BEARING OR ANGLES SHOWN PLAT OF RECORD.
2. LEGAL DESCRIPTION NOT PROVIDED TO THIS SURVEYOR TAKEN FROM OR 7426, PAGE 3730.
3. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.
4. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY NAME NEW SMYRNA BEACH, NUMBER 125132, PANEL NUMBER 12127C0541 J, DATED: 09-29-2017, THE PROPERTY AND RESIDENCE IS IN FLOOD ZONE "X ORNAGE".
5. ACCURACY STATEMENT: THE TRAVERSE CLOSURE FOR THIS PROPERTY WAS 1 : 30,287.
6. DATA SOURCES: NO VERTICAL REQUESTED FOR THIS PROJECT.
7. MEASUREMENT METHODS: HORIZONTAL AND VERTICAL MEASURES MADE BY ONE OR MORE OF THE FOLLOWING INSTRUMENTS: SOKKIA GRX1 GPS, TOPCON INSTRUMENTS GPT-3003W, AT-G2, FC-500 DATA COLLECTOR USING MAGNET SOFTWARE , MC5 DATA COLLECTOR USING C&G SOFTWARE. LUFKIN STEEL TAPE, CST STEEL TAPE, STEEL HIGHWAY CHAIN, CST & LUFKIN FIBERGLASS TAPE FOR DIMENSIONS FOR BUILDINGS.
8. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS. SURVEY BY JAMES MARVIN BUNN JR., PSM #5816, DATED:07-14-2017.
9. LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT, PLAT PREPARED BY A. S. ROBINSON, CE, DATED FILED MARCH 10, 1926. NO EASEMENTS SHOWN ON PLAT OF RECORD. NO RIGHT OF WAY WIDTHS SHOWN ON PLAT OF RECORD.

10. LIMITATIONS

A.) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.

B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM, FROM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM, DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY.

D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. ADDITIONAL SEALED ORIGINALS MAY BE PURCHASED UP TO SIX MONTHS AFTER THE DATE OF THE INVOICE. ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE WILL BE A SURCHARGE FOR THEM.

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAMES AND ADDRESS WHEN SHOWN SHOWN IS EITHER SUPPLIED BY CLIENT AND/OR TAKEN FROM COUNTY APPRAISERS INTER NET WEB PAGE AND MAY NOT BE THE MOST CURRENT.

F.) SPECIAL PURPOSE SURVEYS WHEN IDENTIFIED AS TYPE OF SURVEY

1. WHEN TREES AS SHOWN ON THE SURVEY IT IS FOR THE LOCATION OF THE TREES 6" INCHES DIAMETER AND ABOVE TREES TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL. TREE IDENTIFICATION OTHER THAN LOCATION AND SIZE , SEE AN ARBORIST.
2. JURISDICTIONAL WETLANDS WHEN SHOWN WERE LOCATED FROM FLAGS/MARKS BY OTHERS AND THE DETERMINATION OF WETLANDS ARE OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
3. ARCHAEOLOGICAL FEATURES WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY OTHERS AND THE DETERMINATION OF WHAT CONSTITUTES A ARCHAEOLOGICAL FEATURES IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
4. WILDLIFE CORRIDORS OR HABITATS WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY OTHERS AND THE DETERMINATION OF WHAT CONSTITUTES A WILDLIFE CORRIDORS OR HABITATS IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.

## LEGAL DESCRIPTION

THE SOUTH 30 FEET OF LOT 2 AND THE NORTH 40 FEET OF LOT 3, BOUCHELLE'S SUBDIVISION , ACCORDING TO THE MAP OR PLAT THEREOF , AS RECORDED IN MAP BOOK 7, PAGE 21, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH RIPARIAN RIGHTS.

## ABBREVIATIONS / LEGEND

A/C... AIR CONDITIONER
BOW ...BACK OF WALK
B/DISK ...BRASS DISK
℄ CENTER LINE
CM....CONCRETE MONUMENT
CONC. ...CONCRETE
CMU ... CONCRETE MASONRY UNIT
(D) ... DESCRIPTION OR DEED
EL OR ELEV... ELEVATION
EOP ... EDGE OF PAVEMENT
FAX... FACSIMILE
FL ...FLORIDA
FD ...FOUND
FNC...FENCE
... GUY ANCHOR
ICP....IRON PIPE AND CAP
IP....IRON PIPE NO IDENTIFICATION
IRC ...IRON ROD & CAP
IR ...IRON ROD NO IDENTIFICATION
CMU ... CONCRETE MASONRY UNIT
(R)... RECORD SURVEY BY BUNN

LB ...LICENSED BUSINESS
LC ...LICENSED CORPORATION
LS ...LICENSED SURVEYOR
(M) MEASURED
R... RADIUS
CA.... CENTRAL ANGLE
CH BRG... CHORD BEARING
CH... CHORD DISTANCE
L... LENGTH OF ARC
(NR) NON RADIAL
R/W ...RIGHT-OF-WAY
SQ. FT. SQUARE FEET
WO# ... WORK ORDER NUMBER
WATER METER
WOOD UTILITY POLE

NAD 83 (1990)....NORTH AMERICAN DATUM OF 1983 ADUSTED 1990
O.R OFFICIAL RECORDS BOOK
OA... OVERALL
PCP ...PERMENT CONTROL POINT
(P) PLAT
PG ... PAGE
PK ...PARKER TALON / MAG NAIL
P. O. ... POST OFFICE
PRC ...POINT OF REVERSE CURVE
PRM...PERMENT REFERENCE MONUMENT
PT ... POINT OF TANGENCY
P.S.M. PROFESSIONAL SURVEYOR & MAPPER
... "X" CUT
NAVD88... NORTH AMERICAN VERTICAL DATUM OF 1988
ID... IDENTIFICATION
(UR) UNABLE TO READ
FB... FIELD BOOK
RECLAIMED WATER METER
BFE... BASE FLOOD ELEVATION
(SP) STATE PLANE FLORIDA EAST GRID
WOOD FENCE
VINYL FENCE

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY WILLIAM S HART, PSM ON THIS DATE AND TIME STAMP AS SHOWN USING A DIGITAL SIGNATURE. THIS ELECTRONIC SIGNITURE AND SEAL IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE CHAPTER 5J-17.062 (3) EFFECTIVE DATE: JULY 15, 2018
(1) AN ELECTRONIC SIGNATURE IS A DIGITAL AUTHENTICATION PROCESS ATTACHED TO OR LOGICALLY ASSOCIATED WITH AN ELECTRONIC DOCUMENT AND SHALL CARRY THE SAME WEIGHT, AUTHORITY, AND EFFECT AS AN ORIGINAL SIGNATURE AND SEAL. THE ELECTRONIC SIGNATURE, WHICH CAN BE GENERATED BY USING EITHER PUBLIC KEY INFRASTRUCTURE OR SIGNATURE DYNAMICS TECHNOLOGY, MUST BE AS FOLLOWS:
(A) UNIQUE TO THE PERSON USING IT;
(B) CAPABLE OF VERIFICATION;
(C) UNDER THE SOLE CONTROL OF THE PERSON USING IT;
(D) LINKED TO A DOCUMENT IN SUCH MANNER THAT THE ELECTRONIC SIGNATURE IS INVALIDATED IF ANY DATA IN THE DOCUMENT ARE CHANGED.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE SEALED AND SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THIS REPORT IS NEITHER FULL AND COMPLETE WITHOUT THE MAP

SEE SURVEY MAP TITLE:
#624 N RIVERSIDE DR
NEW SMYRNA BEACH, FL
32168
REPORT DATED: 12/12/2019

SHEET 2 OF 2

CERTIFIED for the exclusive use of:
- MICHAEL & PAMELA ISON
- SEASIDE NATIONAL BANK & TRUST
- ALOMA TITLE
- TITLE RESOURCE GUARANTEE COMPANY.

TYPE OF SURVEY: BOUNDARY

OFFICE WORK BY : WSH
DATE: 12/12/2019

FIELD WORK BY: WSH
DATE: 12/14/2019

WO# H191205

Harts Progressive Enterprise Inc.
Land Surveyors * Mappers * Drafting
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(386)767-2776 FAX (386)767-2776 LB# 7743
Visit us at: www.hartsprogressive.com
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THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2018, AS PURSUANT TO SECTION 472, FLORIDA STATUTES.

William S Hart Digitally signed by William S Hart
Date: 2019.12.14 07:40:27 -05'00'

12/12/2019
PSM 3905
WILLIAM S HART

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. FLORIDA ADMINISTRATIVE CODE 5J-17.062 (2).

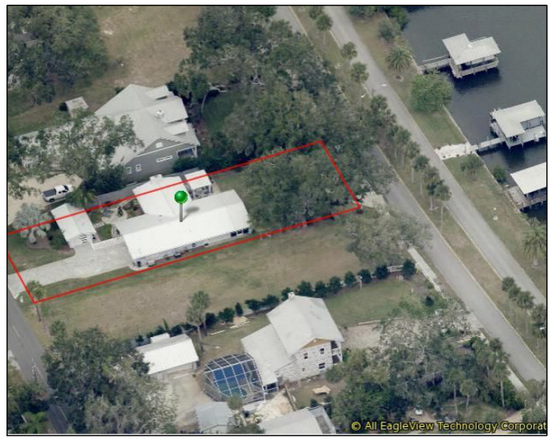
SURVEY REPORT

FILE: NEW SMYRNA BEACH
B-99-00-02_03

# Replace Dock to Existing Boathouse
for
Michael Ison
624 N Riverside Dr.
New Smyrna Beach, FL 32168

## Index of Drawings


1 Cover Sheet
2 Site Plan
3 Framing Layout

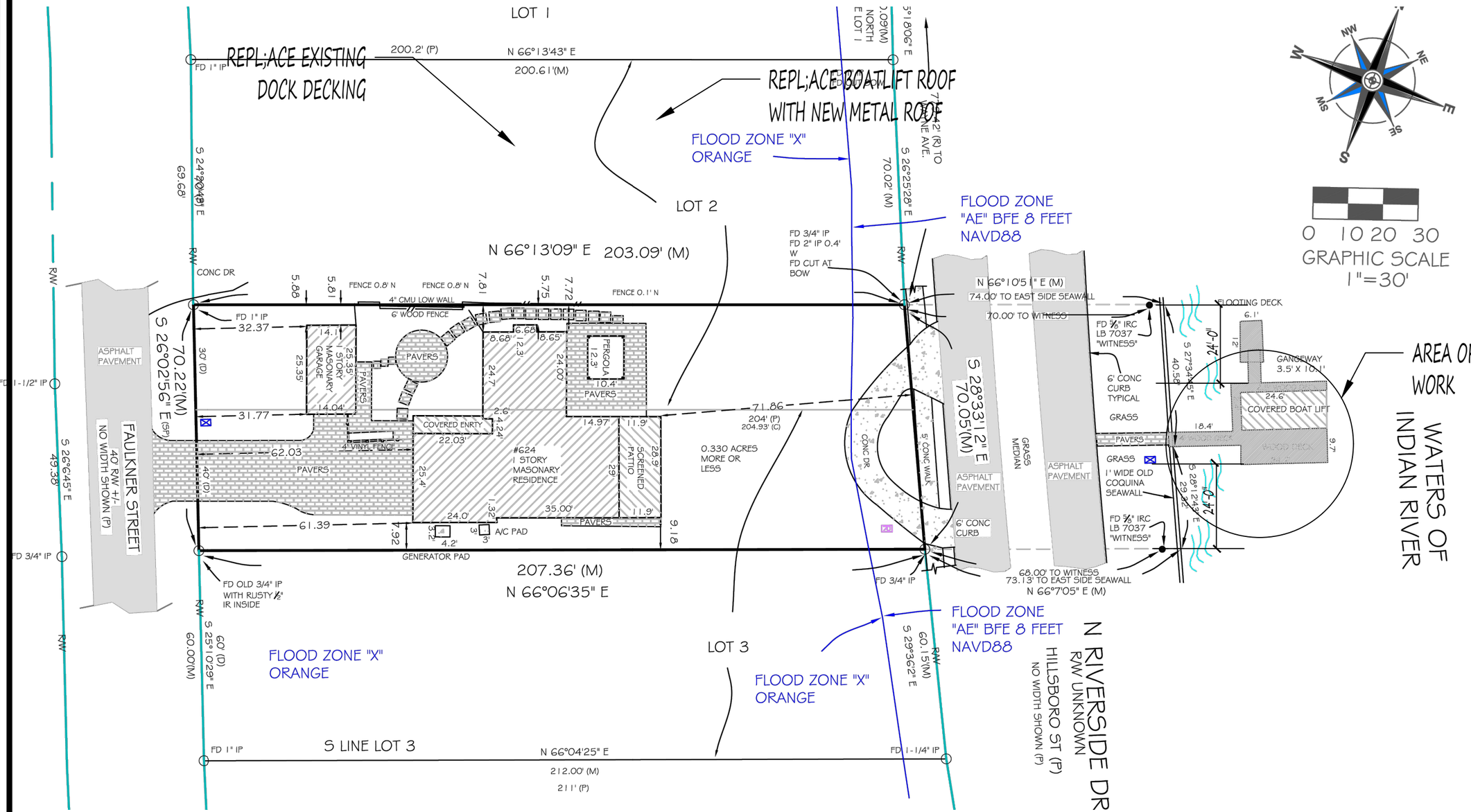

## GENERAL NOTES

1. These drawings were prepared with the assumption the Contractor/Owner-builder is knowledgeable of common construction practices.
2. The Contractor/Owner-builder shall review drawings for accuracy and interpretation. Any discrepancies shall be brought to the attention of the designers prior to construction.
3. Dimensions shall take precedence over scale - do not scale drawings.
4. All materials and workmanship shall conform to the drawings and specifications listed.
5. The general contractor shall coordinate all construction shown on the drawings. Any questions or discrepancies shall be brought to the attention to the engineer prior to start of construction.
6. the structure has been designed to meet the requirements of 2023 florida building code 8th edition.

RANDALL BYRD LICENSE NO 23451 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Randall Byrd
Date: 2025.05.23 11:06:11 -07'00'


Randall Byrd, P.E. #23451
2325 Jason Street
Merritt Island, FL 32952




# SITEPLAN

## General Notes

SCOPE OF WORK:

REPLACE EXISTING DOCK WALKOVER & BOATLIFT DECKING WITH FLOWTHRU.

THIS DESIGN COMPLIES WITH FBC-2023 8TH EDITION, SECTION 1609 REQUIREMENTS

| No. | Revision/Issue | Date |
|---|---|---|
| | | |
| | | |

This document is electronically signed and sealed pursuant to section 472.027 of the Florida Statutes and chapter 5J-17 of the Florida Administrative Code


Engineering Firm Name and Address

PE #23451
RANDALL BYRD, PE
R B ENTERPRISES, INC.
2325 JASON STREET
MERRITT ISLAND, FL 32952
(321)453-4187

Contractor Name and Address

BOYLES ENTERPRISES, INC.
2296-A ENTERPRISE OSTEEN RD
DELTONA, FL 32738
(407)402-4184


Project Name and Address

MICHAEL ISON
624 N. RIVERSIDE DR.
NEW SMYRNA BEACH, FL 32168

| Project | Sheet |
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| Date: 05/19/25 | |
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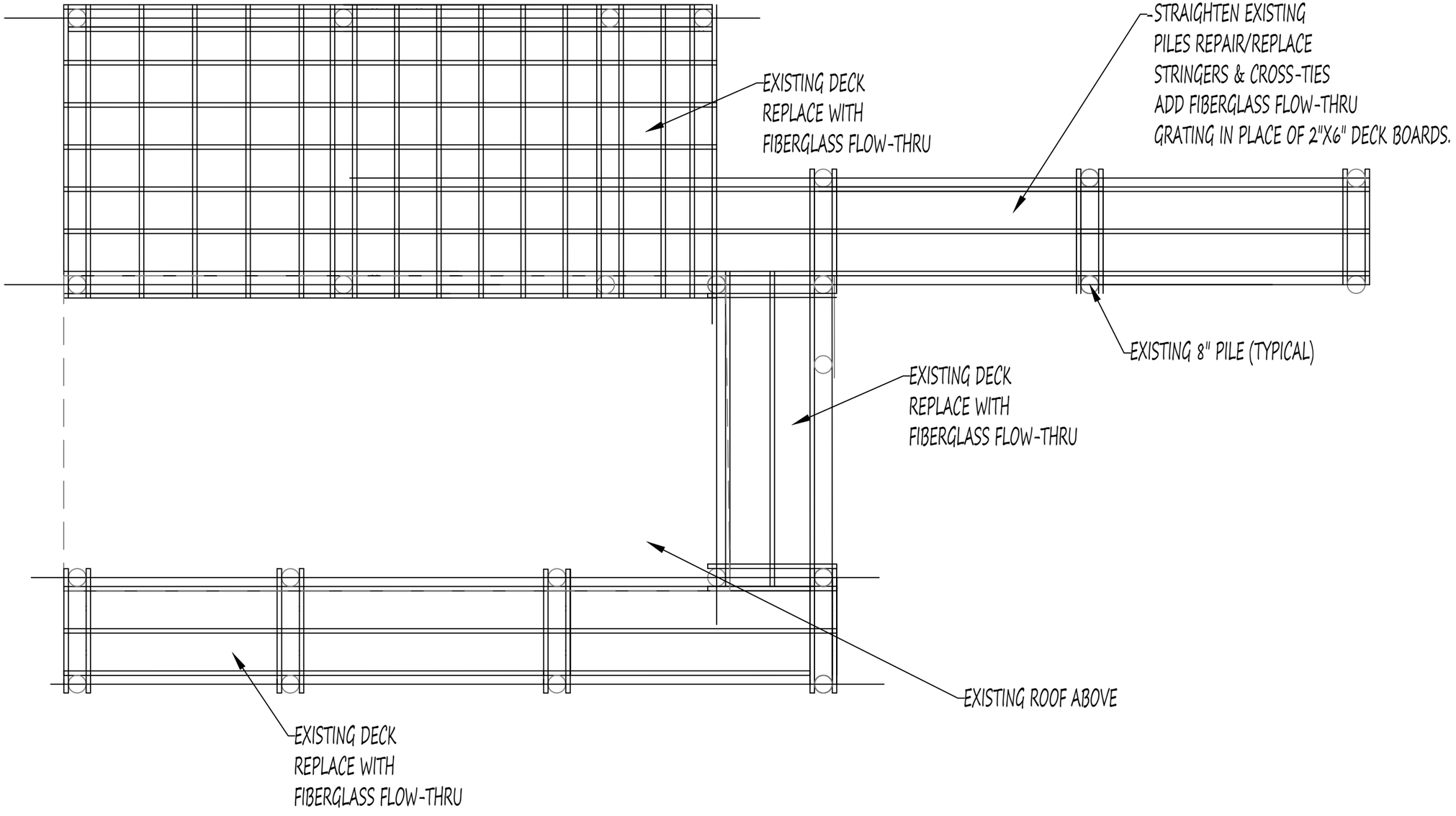


**General Notes**

SCOPE OF WORK:

REPLACE EXISTING DOCK WALKOVER & BOATLIFT DECKING WITH FLOWTHRU.

THIS DESIGN COMPLIES WITH FBC-2023 8TH EDITION, SECTION 1609 REQUIREMENTS

| No. | Revision/Issue | Date |
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| | | |
| | | |

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Engineering Firm Name and Address PE #23451
RANDALL BYRD, PE
R B ENTERPRISES, INC.
2325 JASON STREET
MERRITT ISLAND, FL 32952
(321)453-4187

Contractor Name and Address
BOYLES ENTERPRISES, INC.
2296-A ENTERPRISE OSTEEN RD
DELTONA, FL 32738
(407)402-4184

Project Name and Address
MICHAEL ISON
624 N. RIVERSIDE DR.
NEW SMYRNA BEACH, FL 32168

| Project | Sheet |
|---|---|
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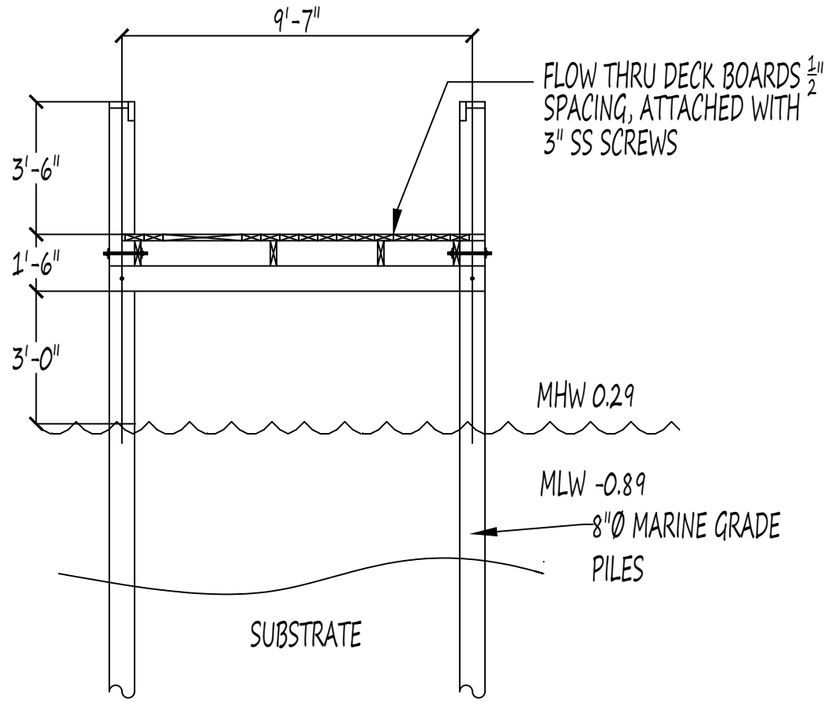
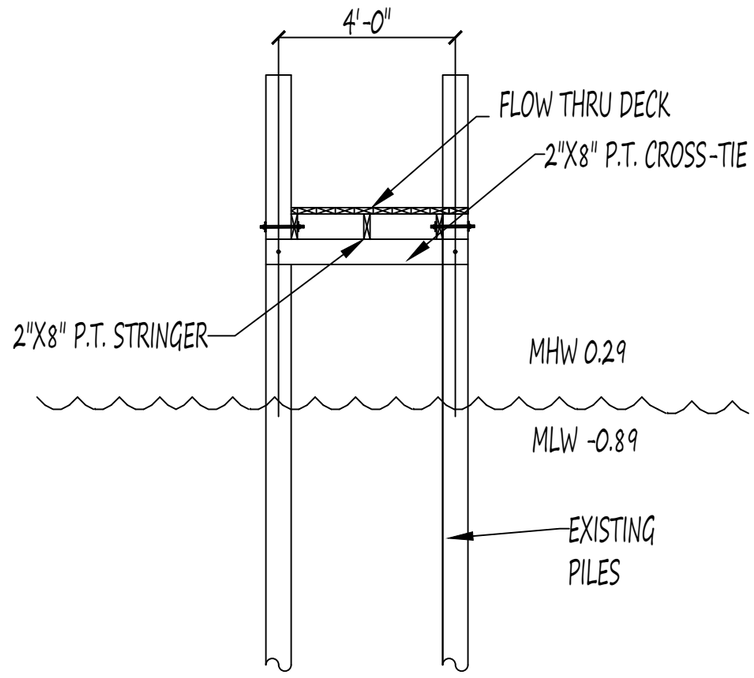
| Date 05/19/25 | |
| Scale NOTED | |




CROSSVIEW




CROSSVIEW

**General Notes**

SCOPE OF WORK:

REPLACE EXISTING DOCK WALKOVER & BOATLIFT DECKING WITH FLOWTHRU.

THIS DESIGN COMPLIES WITH FBC-2023 8TH EDITION, SECTION 1609 REQUIREMENTS

| No. | Revision/Issue | Date |
|---|---|---|
| | | |
| | | |

This document is electronically signed and sealed pursuant to section 472.027 of the Florida Statutes and chapter 5J-17 of the Florida Administrative Code

Engineering Firm Name and Address
PE #23451
RANDALL BYRD, PE
R B ENTERPRISES, INC.
2325 JASON STREET
MERRITT ISLAND, FL 32952
(321)453-4187

Contractor Name and Address
BOYLES ENTERPRISES, INC.
2296-A ENTERPRISE OSTEEN RD
DELTONA, FL 32738
(407)402-4184

Project Name and Address
MICHAEL ISON
624 N. RIVERSIDE DR.
NEW SMYRNA BEACH, FL 32168

| Project | Sheet |
|---|---|
| ISON | 4 |
| Date 05/19/25 | |
| Scale NOTED | |

# DOCK EASEMENT AGREEMENT

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

## RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GRANTEE**

Michael Kon

**Applicant Signature**

**Witnesses:**

W E Boyles

**Printed Name:** William C Boyles

Joie Kelley

**Printed Name:** Joie Kelley

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 3rd day of June, 2025, by Michael Kon (Property Owner Name (s), as owner of the property located at 1624 N. Riverside Dr. NSB 32168, (property Address). He/she is personally known to me OR produced as identification _____ and did not take an oath.

Notary Public, State of Florida

Type or Print Name: _____

Commission No. 359937

My Commission Expires: 03/05/2027

AMY E. LEWIS NOTARY PUBLIC MY COMMISSION EXPIRES 3-5-2027 STATE OF FLORIDA COMMISSION NUMBER HH 359937

Approved as to form and correctness.

_____

City Attorney

Date: _____

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

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

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

**IN WITNESS WHEREOF, City** and Grantee have executed this Easement Agreement effective as of this_____day of_____, 2025.

**CITY OF NEW SMYRNA BEACH,**
**A Florida Municipal Corporation**

**By:**

_____

**Mayor**

**Attest:**

_____
**City Clerk**

STATE OF FLORIDA

COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

Exhibit A

LEGAL DESCRIPTION

**Address:**

624 North Riverside Drive, New Smyrna Beach, Florida 32168

**Parcel Number:**

7441-01-00-0030

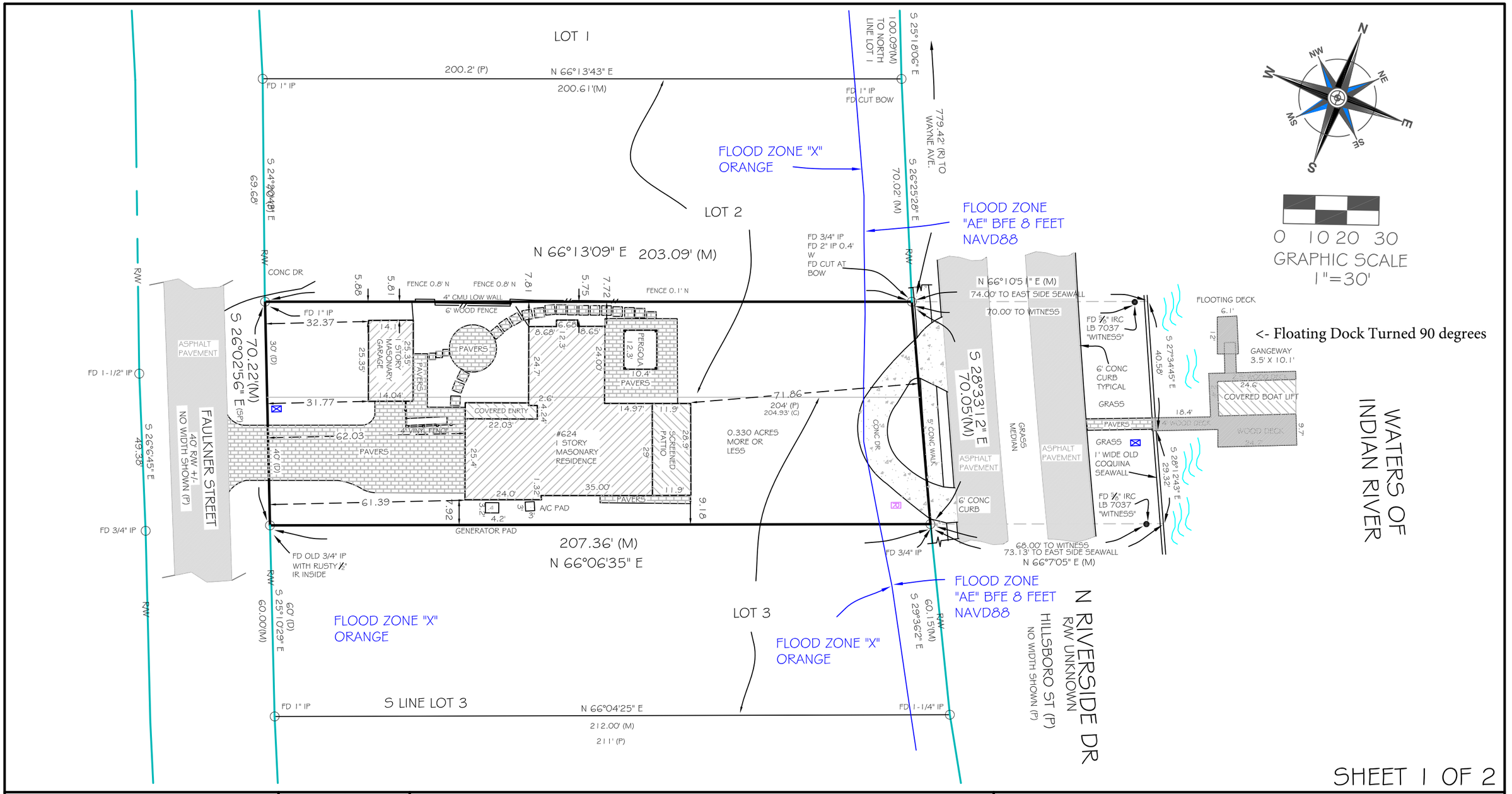
**AltKey:**

3871073

**Legal Description by Meets and Bounds:**

The South 30 feet of Lot 2 and the North 40 feet of Lot 3, Bouchelle's Subdivision, according to the map or plat thereof, as recorded in Map Book 7, Page 21, of the Public Records of Volusia County, Florida.

Exhibit B




SHEET 1 OF 2

REVISIONS:
--

TYPE OF SURVEY:
BOUNDARY

SUBJECT:
#624 N RIVERSIDE DR
NEW SMYRNA BEACH, FL
32168

TAX ID:7441010000030

OFFICE WORK BY : WSH
DATE 12/12/2019

FIELD WORK BY: WSH
DATE: 12/14/2019

WO# H191205
FB: 21-40


Harts Progressive Enterprise Inc.
Land Surveyors * Mappers * Drafting
629 Overlook Trail, Port Orange, Fl 32127
(386)767-2776 FAX (386)767-2776 LB# 7743
William S Hart PSM 3905
Visit us at: www.hartsprogressive.com


© 2019

SEE SURVEY REPORT TITLE: #624 N RIVERSIDE DR NEW SMYRNA BEACH, FL 32168

REPORT DATED: 12/12/2019

THIS MAP IS NEITHER FULL AND COMPLETE WITHOUT THE REPORT

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=30' OR SMALLER ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED SHALL BE AT YOUR RISK.

SURVEY MAP

FILE: NEW SMYRNA BEACH B-99-00-02_03

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

**CONSIDER THE APPROVAL OF CONSTRUCTION, ENGINEERING, AND INSPECTION (CEI) SERVICES FOR WASHINGTON STREET ROADWAY IMPROVEMENT PROJECT.**

**July 22, 2025**

---

**Background:**

As part of FDOT grant requirements the City has to retain the services of a third party inspection services of a pre-qualified Construction, Engineering and Inspection firm. A Request for Qualifications was advertised and opened March 25, 2025 and the three of the most qualified firms were selected and approved by City Commission. Subsequently, staff then required all three firms conduct an in-person presentation, conducted April 17, 2025.

**Findings:**

Based on the presentations and a follow-up question and answer session, which included a member from NSBU, staff selected the top three firms as follows:

1.Newkirk Engineering, Inc.
2.CDM Smith, Inc.
3.England-Thims & Miller

With the consensus that Newkirk Engineering was the most thorough and qualified firm staff then began negotiations with them. The result was a reduction to the initial proposal, by utilizing the absolute minimum manpower and attention needed to serve our residents/businesses being a total fee in the amount of $508,171.92 (see attached summary and supporting personnel manpower spreadsheet).
Staff has reviewed the proposal and find it reasonable and in fact recommend a 20% contingency to account for overtime, unexpected incidents which inevitably are going to happen in the busy corridor with unmarked utilities, potential weekend/holiday overtime to expedite the schedule, etc. and recommend a contract be awarded to Newkirk Engineering in the amount of $600,000. Note: All unspent funds will be returned to the General Fund.
The cost of such services is within industry standards, as prior to the advertising staff reached out to another consultant for a cost estimate to establish expectations and they provided a total of $673,665.00, thus Newkirk's proposal is deemed fiscally responsible.

**Fiscal Analysis:**

The funding will be provided through account #302.57.572.531099.21WTS

**Strategic Plan Item:**

No

Staff Report Created By: Kyle Fegley - City Engineer

**Attachments:**

Contract For CEI Services - Washington St. Roadway Improvement Project.pdf
Exhibit A City Advertised RFQ w addendums.pdf
Exhibit B Proposal - Newkirk.pdf
Exhibit C Newkirk Presentation.pdf
Exhibit D Fee Proposal.pdf
May 13, 2025 Staff Report and SOA.pdf

# Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

**THIS AGREEMENT** is made and entered into this _____ day of _____, 2025, by and between Newkirk Engineering, Inc., duly authorized to conduct business in the State of Florida and whose address is 1230 N US Hwy 1, Suite 3, Ormond Beach, FL., 32174, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

**SECTION 1. AGREEMENT.** The terms of this Agreement, together with the incorporation of the terms and conditions of the RFP 09-25-ENG, Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01), **FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

**SECTION 2. TERM OF AGREEMENT.** The initial term of this Agreement shall be for fifteen (15) months from the date of the award. After the initial term, and upon consent of both parties, this Agreement may be renewed under the same terms and conditions.

**SECTION 3. DESCRIPTION OF SERVICES.** The Consultant agrees to perform the services outlined in the advertised solicitation document titled RFP 09-25-ENG, Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01), 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 Solicitation w addendums
B. Awarded Proposal
C. Presentation of Services
D. Fee Proposal

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

**SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES.** This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

**SECTION 7. RIGHTS AT LAW RETAINED.** The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 8. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For City:**
Sharon Taylor-Harding, Deputy City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 3213
(386)410-2631

**For Consultant:**
Bradley Bauknecht, Vice President
Newkirk Engineering, Inc.
1230 N US Hwy 1, Suite 3
Ormond Beach, FL 32174
386) 872-7794

**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.

**SECTION 13: HUMAN TRAFFICKING.** This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

**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** | Newkirk Engineering, Inc. |
|---|---|
| *Authorized Signature* | *Authorized Signature* |
| Justin Payne<br>*Print Name and Title* | *Bradley Bauknecht, Vice President* |
| *Address:* | Address: 1230 N US Hwy 1, Suite 3<br>Ormond Beach, Fl 32174 |
| 7/2/2025<br>*Date* | 7/2/2025<br>*Date* |

| **ATTEST** | **CITY OF NEW SMYRNA BEACH** |
|---|---|
| Sharon Taylor-Harding, Deputy City Clerk<br>210 Sam's Avenue<br>New Smyrna Beach, Florida 32168 | Fred E. Cleveland, Mayor |
| Date: | Date: |

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

Carrie Avallone City Attorney — Date

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

https://www.cityofnsb.com/

RFP 09-25-ENG

# PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR OVERSIGHT OF THE WASHINGTON STREET ROADWAY IMPROVEMENTS (FPID NO. 447711-1-54-01)

RELEASE DATE: February 20, 2025
DEADLINE FOR QUESTIONS: March 12, 2025
RESPONSE DEADLINE: March 25, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

RFP 09-25-ENG

# Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)


I. Introduction .....
II. Definitions .....
III. General Information .....
IV. Scope of Services .....
V. Evaluation Criteria and Submittal Requirements.....
VI. Insurance Requirements .....
VII. Terms and Conditions .....
VIII. Required Responses.....


Attachments:
A - Public Records
B - Draft Contract
C - City Required Forms
D - NSBU - Inspection Services
E - Cost Estimate
F - Washington Street 100 Plans 01-24-2025
G - Washington Street HDA 100 Hardscape & Landscape Plans - June 28, 2024
H - Washington Street Util Set 24 0904

# I. 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 "Consultant" “Proposer,” “Respondent” and/or “Vendor,” are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

## I.A Summary

The City of New Smyrna Beach is seeking proposals from qualified Consultants, registered in the State of Florida, to provide Construction Engineering and Inspection (CEI) services for the Washington Street Roadway Improvements project. The project is partially funded through the Florida Department of Transportation (FDOT).

This project involves renovating a section of Washington Street being a two-lane collector roadway between N. Dixie Highway and Riverside Drive for approximately 1,766 LF. The improvements include roadway re-surfacing, drainage and storm sewers, 7’ wide sidewalks, signage & striping, lighting, landscaping, and streetscape items to make it more appealing, and replacing NSBU water main along with all corresponding services.

The awarded firm shall be responsible to provide Professional Construction Engineering and Inspection Services associated with roadway improvements. The firm must have engineers, inspectors, and any other required professional personnel that is necessary to complete the various services for this project. The prime consultant must have a valid Professional Engineer (P.E.) License and prequalified to fulfill the FDOT Rule 14-75 qualifications requirements for Group 10 CEI. The Prime Consultant or their Sub-consultants must be FDOT prequalified for 10.1: Roadway CEI, 10.3: Construction Materials Inspection.

The awarded firm will also provide the watermain inspection for this project. The electrical inspection will be provided by the City of New Smyrna Beach Utility Commission (NSBU) internal staff.

Sealed Proposals shall be received via the City's eProcurement Portal found at https://procurement.opengov.com/portal/cityofnsb. Proposals received after the designated time will not be allowed on the City's e-Procurement Portal.

## I.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 33,402. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by adoption of its first charter, which was replaced 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.

## I.C Contact Information

**Janet Vivian**
Purchasing Agent
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
**Department:**
Purchasing

## I.D Timeline

*Times listed are Eastern Standard Times (EST) and are tentative, they may be subject to change.*

| | |
|---|---|
| Issue RFP Notice | February 20, 2025 |
| Deadline for Written Questions | March 12, 2025, 5:00pm |
| Proposal Submission Deadline | March 25, 2025, 5:00pm |

| | |
|---|---|
| Opening of Submittals | March 26, 2025, 9:00am<br>Microsoft Teams Meeting: Link to join the meeting is listed on the City of New Smyrna Beach Website, Under Departments, Finance, then Bids.<br><br>or call in (audio only): 786-636-1338<br>Phone Conference ID: 784 389 827# |
| Evaluation Meeting | April 7, 2025, 9:00am<br>Microsoft Teams Meeting: Link to join the meeting is provided in Section III.I of this document.<br>or call in (audio only): 786-636-1338<br>Phone Conference ID: 114 793 641 # |
| Presentations (If Applicable) | April 17, 2025, 9:00am |
| Recommendation of award to City Commission | May 27, 2025 |

# II. Definitions

## II.A General Definitions

**Agreement:** An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously.

**CEI:** Construction Engineering and Inspection

**City:** City of New Smyrna Beach.

**City Project Manager** - City Consultant Contract Administrator overseeing the consultant contract and deliverables.

**Claims and Notices**: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager or designee. If

none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

Competitive Sealed Bids/Proposals: The receipt of one or more sealed bids or proposals submitted by responsive and qualified bidders or offerors.

Construction: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally, does not apply to routine maintenance, repair, or operation of existing real property.

Consultant: A person or company that possesses unique qualifications that allow them to perform specialized advisory services.

Contract: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

Contractor: A person or firm who contracts to sell commodities or contractual services to the City.

CQC: Contractor's Quality Control

Debarment: 1. Prohibits a seller or contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

Drawings: The drawings listed and described in the Contract Documents.

E&O: Errors and Omissions

Engineer: For this project, reference to the Engineer shall refer to City Engineer, NO VALUE or his designee.

Error: Plan or specification details or contract administration actions which are incorrect, conflicting, insufficient or ambiguous.

Evaluation Committee: A committee established to conduct an evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service. Usually composed of representatives from the functional area identified in the solicitation. May also be described as a Review Committee.

Firm: A partnership or business unit of two or more persons not recognized as a corporation.

Formal Bid: A written quotation of price for a commodity or service submitted in response to a written invitation or legal advertisement to offer a price for said commodity or service. Such quotations are submitted in a sealed envelope and opened at a specified time and place. Also known as a Solicitation.

Informality or Waiver: The act of disregarding minor informalities, errors, or technical nonconformance in the bid or proposal that will not adversely affect the competition or prejudice one bidder in favor of another.

Omission - The plans or specifications or contract administration actions are silent on an issue that should otherwise be addressed in the documents.

Owner: City of New Smyrna Beach

Projects: The entire construction, installation or work to be performed as set forth in the Contract Documents.

Protest: A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

Request for Proposals/Qualifications: A written request for proposals or qualifications from interested vendors and service providers that may or may not ask for pricing information. Also known as an RFP or RFQ.

Specifications: A clear, complete, and accurate statement of the technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements have been met.

Subcontractor: Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.

Sunbiz: Sunbiz.org is a web site for companies to register to transact business in the State of Florida. It is run by the Florida Department of State, Division of Corporations.

Sunshine Law: A law that requires public disclosure of a government act. Laws that require state and local agencies to conduct their business in the sunshine. In 1992, Florida voters reaffirmed the right to open government by approving an amendment adoption Article 1, [section] 24(6) of the Florida Constitution, which "grant[ed] constitutional status to the public's right of access to all levels of government." Many other states have also adopted similar laws. Public officials have a duty to conduct meetings in the sunshine. They also have a duty to protect the trade secrets of the suppliers with whom they do business.

Surety: Any person, firm or corporation that has executed as Surety.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

Venue: Venue for any legal proceeding arising from any contract or agreement resulting from this RFP shall be in a court of competent jurisdiction located in Volusia County, Florida.

"Consultant" “Proposer,” “Respondent” and/or “Vendor,” are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

# III. General Information

## III.A Additional Information

The City reserves the right to determine whether the consultant's responses are adequate or inadequate, complete, or incomplete, and to determine what constitutes the grounds for disqualification of a consultant who may submit inadequate or incomplete responses. The City reserves the right to determine if a proposal is unresponsive. The city may disqualify a consultant who submits a proposal determined by the city to be unresponsive or which contains insufficient, inadequate, or incomplete responses. The City Manager shall make such determinations and will rely on the staff selection committee for input in this matter.

The City reserves the right to request clarification of information submitted and to request additional information from consultants after the deadline for receipt of qualifications.

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, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entry in excess of the threshold amount provided ins. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Any submittal may be withdrawn until the date and time set above for submission of the proposals.

Costs of preparation of a response to this RFP are solely those of the proposer and the City assumes no responsibility for any such costs incurred by the proposer.

Consultants shall not discriminate against any employee or applicant for employment. Consultants will take affirmative action to ensure that minority and disadvantage applicants are employed, and employees are treated equally during their employment.

The consultant understands that this RFP does not constitute an agreement or contract with the City.

## III.B Ambiguity, Conflict, or Other Errors in the Solicitation

If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the respondent shall immediately notify the Purchasing Department, noted herein, of such error in writing and request modification or clarification of the document. The City shall make modifications by issuing an addendum through the City's e-Procurement portal. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The respondent is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the solicitation prior to submitting the proposal or it shall be waived.

## III.C Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

## III.D Assignment

The consultant(s) 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.

## III.E Award of Contract and Professional Services Agreement

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Professional Consultant.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm or individual which is determined to be in the best interest of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm or individual, negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

The selected Consultant shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

Contract Term: It is the City's intent to enter into one agreement with one firm for an initial term of fifteen (15) months. Contract may be renewed, upon consent of both parties and City Commission. Prices shall not increase during the term of the contract.

## III.F City's Rights

The City reserves the right to reject any or all Request for Proposal submittals or parts thereof, or to accept the submittal or parts thereof when considered in the best interest of the City.

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 respondent of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of New Smyrna Beach and the awarded firm or consultant.

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.G 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.H Conflict of Interest

Submitted proposals shall include a completed Conflict-of-Interest Affidavit provided in the Attachment Section 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.I Evaluation of Submittals

The City will consider all responsive and responsible proposals received in its evaluation and award process.

A designated Technical Review Committee consisting of city staff shall independently review and evaluate each submittal based on the information provided within the proposals as it relates to the criteria set forth in this document. Each Committee member will award points as outlined for each criteria.

The firm to receive the greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer will be tabulated from each Committee member.

Presentations or demonstrations may be scheduled for the top-ranked respondents. 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.

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 solicitation. The City will not use any other factors or criteria in the evaluation process.

Evaluation meeting is scheduled for 9:00 am on April 7, 2025.

Join the meeting now

Meeting ID: 274 705 895 152

Passcode: ty3fX39v

or dial in by phone: 786-636-1338, Phone conference ID: 114 793 641#

## III.J E-Verify

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United States. If the contractor or vendor enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

## III.K Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Consultants 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 Consultant be authorized to use the City's Tax Exemption Number in securing such materials.

## III.L Florida Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The 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.

## III.M 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.N 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.O Human Trafficking

Compliant with Florida Statutes, 787.06.

A contract resulting from this solicitation is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided a complete Human Trafficking Affidavit provided in the Attachment Section of this document.

## III.P 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.Q 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 5:00 pm on Wednesday, March 12, 2025. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, 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 the City. All questions submitted and answers provided shall be

electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

## III.R Joint Ventures

Responders that are intending to submit a bid response as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid 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.S 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 judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this 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.T 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 respondent will in no way be cause for relief from responsibility.

## III.U Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded consultant shall hold and save the City of New Smyrna Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

The Consultant shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Consultant'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.V 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.W 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.X Opening of Proposals

Sealed proposals will remain sealed until the time of opening listed in Section 2 of this document. Through Microsoft Teams, the received proposals will be publicly opened, and the proposers' names read aloud at that time. It is important to note that this is public meeting and the meeting will be recorded.

Proposers may contact the City's Purchasing Coordinator to obtain information to view the live bid opening. No discussion of the Proposals will occur at this time.

## III.Y Pre-Proposal Meeting

There will be no pre-proposal conference for this solicitation.

## III.Z 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.AA 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.BB Prompt 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 consultants/vendors, and it shall pay their invoices promptly and accurately.

## III.CC 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.

Presentations or demonstrations may be scheduled for the top-ranked respondents. 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.

## III.DD Proposal Due Date

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.

Submittals shall be received prior to 5:00 pm on Tuesday, March 25, 2025. 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.EE Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of New Smyrna Beach's Purchasing Policies and Procedures.

A. 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.

B. Such notice should be given within five (5) business days after notice of award or of the date the petitioner could reasonably be expected to have known of the City's recommendation.

C. Written notice shall state the grounds for the protest and the action requested.

D. The Purchasing Division shall prepare and submit written determination to the City Manager recommending either approval or disapproval of the petition. The petitioner shall be furnished a copy of the written determination and recommendation.

E. The City Manager shall review and either approve or disapprove the Purchasing Division recommendation on the petition, employing any reasonable means to reach the decision. The petitioner shall be furnished a copy of the decision.

F. Decisions of the City Manager may be appealed to City Commission by submission to the City Clerk of a written request for hearing within five (5) business days from the date of the City Manager's written decision. The written request for appeal shall state the grounds for the appeal and the action requested of the City Commission.

G. In the event of a timely protest and/or appeal, the City shall not proceed further with the solicitation or with the award unless the City Manager justifies the award to protest the public health, welfare, or safety of the City.

H. A final decision under this section shall be conclusive and shall represent the position of the City.

## III.FF Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, “A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list.”

## III.GG Relation of City

It is the intent of the parties hereto that the consultant shall be legally considered an independent consultant, and that neither the consultant 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 consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

## III.HH 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.II 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.JJ 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.KK 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.LL 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 event shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

## III.MM 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.NN 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. Scope of Services

The provided information describes the CEI services required for contract administration, inspection, and materials sampling and testing coordination for the Oversight of the Washington Street Roadway Improvement Project. The awarded firm/consultant will act as an extension of the City's staff and will coordinate the administration of the contract with the City Engineer assigned to the project. The CEI will administer the construction contract through direct communication with the Contractor and the City on the project.

## IV.A General Scope of Services

The scope of work for this project involves construction engineering and inspection (CEI) services for the construction phase of the project described within this section. CEI services are to be provided to confirm the construction of the project is completed in conformance with the contract plans, specifications, and related documents.

CEI services are to be provided for the construction phase of replacement of the Washington Street Roadway Improvements to include streetscaping, utility upgrades and intersection improvements. The awarded firm will provide the watermain inspection for this project, and electrical inspection will be provided by the City of New Smyrna Beach Utility Commission (NSBU) internal staff.

Services provided by the Consultant shall comply with Department manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Department. Such Department manuals, procedures, and memorandums are found at the State Construction Office's website https://www.fdot.gov/construction). CEI services shall adhere to all standards and regulations as referenced in the American Traffic Safety Service Association Quality Guidelines for temporary control devices and features, Manual on Uniform Traffic Control Devices, FDOT Design Standards Index, FDOT QA/QC Inspector Guide List, CTQP Course manuals for Concrete/Earthwork/Asphalt, Manual of Uniform Minimum Standards for Design, FDOT Standard Plans for Road and Bridge Construction, FDOT Standard Plans along with other applicable standards needed to accomplish such services.

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies in the plans, specifications, and special provisions of the Construction Contract, and then report significant discrepancies to the City of New Smyrna Beach City Engineer, and direct the Contractor to correct such observed discrepancies once a corrective measure has been determined.

Services assigned may include but are not necessarily limited to any of the following:

- Construction inspection, daily and weekly reporting
- Environmental and permit compliance with agency permit conditions

- Project closeout
- Verify and document pay items quantities
- Review and evaluate monthly pay estimates
- Maintain estimate of work completed by the contractor
- Verification testing services and documentation
- Conduct project progress meetings
- Provide analysis and make recommendations of potential project issues or concerns
- Facilitate shop drawing reviews and maintain shop drawing tracking system
- Coordinate with the City of New Smyrna Beach, Engineer of Record, FDOT, utilities and others as necessary
- Provide a monthly status report with progress photos to the City
- Review Contractor developed "As-Built" plans for conformance with the project/contract documents and completed work
- Provide final certifications to the City, SJRWMD, Department of Health (DOH), and FDOT as required

Additional responsibilities include but not limited to any of the following:

## A. General

i. The City Engineer may furnish a Construction Manager and/or a Field Representative to assist the CEI in observing the performance of the Contractor's work. The CEI will represent the CITY at the project site as an extension of the Engineer's staff.

ii. It shall be the responsibility of the CEI to administer, monitor, and inspect the Construction Contract such that the Project is constructed in conformity with the Contract Documents and any closeout documentation required by the CITY and the appropriate permitting agencies. The CEI shall keep the CITY's Construction Manager informed of all significant activities, decisions, correspondence, reports and other communications related to its responsibilities under this Agreement and seek input from the CITY's Construction Manager as necessary. At the written direction of the Engineer, the CEI may assume the role of the Construction Manager and/or Field Representative.

III. The CEI shall observe the Contractor's work to determine the progress and quality of the work, identify nonconformities, report significant nonconformities to the Construction Manager and direct the Contractor to correct such observed nonconformities.

iv. All actions performed by CEI representatives in the role of Field Representative and/or Construction Manager will conform with duties, responsibilities and limitations of such personnel classifications set forth in the Construction Contract.

## B. On-Site Inspection

i. The CEI shall monitor the Contractor's on-site construction activities and inspect materials entering the work in accordance with the Contract Documents to determine that the Project is constructed in conformity with such Documents. All off-site activities and fabrication will be performed by others. The CEI shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the construction of the project. CEI Daily Records to be provided to the CITY Construction Manager on a weekly basis.

ii. The CEI shall verify that the Contractor is conducting inspections, preparing reports and monitoring the Contractor's Maintenance of Traffic (MOT) devices and review modifications to the Maintenance of Traffic plan, including alternate Maintenance of Traffic plan, in accordance with the CITY's procedures. The CEI employees assigned to this Project shall be qualified in accordance with the requirements of this RFP. The CEI and the CITY are neither responsible nor liable for the Contractor's MOT.

## C. Sampling and Testing

i. The Contractor will contract with a qualified Testing Laboratory and will provide materials lab testing under direct supervision of CSEI CEI staff.

ii. The CEI will oversee sampling and testing of component materials and completed work in accordance with the Contract Documents. The minimum sampling frequencies are set out in the Contract Documents. The CEI shall provide daily surveillance of the Contractor's Quality Control activities at the Project site and ensure that sampling and testing of materials are conducted and sent to the contracted laboratory for the Project.

iii. The CEI will verify whether the Contractor obtained the necessary job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification.

iv. Sampling, testing and laboratory methods shall be as required by the CITY’s standards and Contract Documents.

v. The CEI will maintain a material testing log of all quality control and verification testing information.

vi. The CEI will review Contractor's Quality Control (CQC) Plan, the Contractor's schedule, the appropriate shop drawings and any other appropriate submittals submitted by the Contractor in a timely manner.

## D. Construction Engineering and Inspection (CEI) Services:

i. The CEI shall coordinate the Construction Contract administrative activities of parties other than the Contractor involved in completing the Project.

ii. CEI Services include maintaining the required level of observation of the Contractor's activities, interpreting plans, specifications and special provisions for the Construction Contract, maintaining complete accurate records of activities and events relating to the Project, and properly documenting all significant Project changes.

iii. The CEI will review the contractor's baseline and monthly schedule updates and provide comments to the contractor and the CITY. The CEI will administer and document a monthly project schedule meeting with the Contractor.

iv. The CEI will administer and document weekly or bi-weekly construction progress meetings.

v. The CEI shall confirm that the Contractor is conducting inspections, preparing reports and monitoring all storm water prevention measures associated with the Project. If this Project requires the use of the NPDES general permit, the CEI will assign at least one individual who has successfully completed the "Florida Stormwater, Erosion and Sediment Control Training and Certification Program for Inspectors and Contractors" to perform these services.

vi. The CEI will analyze issues that arise on the Project and proposals submitted by the Contractor, work to resolve such issues and process the necessary documentation. If a change order is required, the CEI will negotiate the contract change and provide a recommendation to the CITY.

vii. The CEI will produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the CITY to make a timely payment to the Contractor.

viii. Field measurements will be recorded in field books or tabulation sheets in the contract plans by the CEI. The CEI will review the Contractor's monthly pay application, verify the quantities and make recommendation to the CITY for payment.

viiii. The CEI will review and analyze Contractor requests for additional time and/or money and provide a written recommendation to the CITY Project Manager for the entitlement and the merit of the Contractor's request. If determined by the CITY that extra time and/or monies are due to the Contractor, the CEI will make a recommendation to the CITY.

ix. The CEI will review the contractor’s pay application package each month and provide the package to the CITY for recommended payment.

x. The CEI shall review design changes made by the Design Engineer and analyze impacts to the project schedule and/or cost. The CEI will provide a written recommendation to the CITY resulting from this analysis. The CEI will process and track RFI’s and Submittals.

## IV.B Project Description

This project consists of improvements to the roadway segment, intersection safety, sidewalks, landscaping, and drainage. The project also includes undergrounding of existing overhead utility lines although performed under a separate contract. The improvements are proposed along a 0.335-mile segment of Washington Street is a critically important roadway segments that provides access to and from the beach and several other busy commercial districts. Washington Street is currently lacking in the roadway infrastructure to provide safe travel for drivers, cyclists,

and pedestrians. The project will address deficient infrastructure and serve as a catalyst for economic development.

The primary goal of the project is safer and more efficient vehicular travel through improved intersection design, better signage and striping, improved drainage performance, traffic calming, and improved visibility. Additional project goals include: 1) safer pedestrian travel through new sidewalks and pedestrian crossings; 2) safter bicycle travel through new bike lanes; 3) enhance commercial and courier vehicle access to reduce carbon emissions; 4) urban beautification through landscaping and undergrounding of overhead utility lines.

The awarded firm will also provide the watermain inspection for this project. The electrical inspection will be provided by the City of New Smyrna Beach Utility Commission (NSBU) internal staff, see NSBU Scope of Services document provided in the Attachment Section of this document.

## IV.C Personnel Qualifications

Project Team: The awarded firm must demonstrate sufficient experience and knowledge overseeing Florida Department of Transportation (FDOT) construction projects and with technical and administrative requirements.

The firm must have engineers, inspectors, and any other professional personnel as required to perform the duties necessary to complete the various services for this project.

The firm must be registered and licensed in the State of Florida with the Prime Consultant prequalified for Group 10 CEI and either the Prime Consultant or their Sub-Consultants being prequalified to fulfill the FDOT Rule 14- 75 qualifications requirements for:

Group 10 CEI, more specifically 10.1

Roadway CEI 10.3: Construction Materials Inspection, and the New Smyrna Beach Utilities (NSBU) Commission Agreement for Development Inspection Scope of Services.

At a minimum, the qualified team shall be comprised of the following key members:

- CEI Senior Project Engineer:
    - Must be a graduate civil engineer and professional engineering registration in the State of Florida
    - Minimum of 5 years of experience in construction of FDOT Work Group 3.1 Minor Highway Design.
    - Certifications to include, but not limited to: Florida Advanced MOT
- CEI Project Administrator:
    - Civil Engineering degree plus 2 years of experience in construction of FDOT Work Group 3.1 Minor Highway Design, or a minimum of 8 years of experience in construction of major road and bridge.
        - Qualifications:

        - CTQP Quality Control Manager CTQP Final Estimates II
    - Certifications:
        - Florida Advanced MOT
        - FDEP Stormwater Management Inspector

- CEI Senior Inspector:
    - High school graduate plus four years in construction inspection, one year of which shall have been in roadway construction inspection plus the following Qualifications and Certifications. Or, Civil Engineering Degree with two years' experience.
        - Qualifications:
            - CTQP Concrete Field Inspector Level I CTQP
            - Asphalt Roadway Level I and II
            - CTQP Earthwork Construction Inspection Level I and II CTQP
            - Final Estimates Level I
        - Certifications:
            - Nuclear Radiation Safety
            - FDEP Stormwater Management Inspector Florida
            - Intermediate MOT
- CEI Inspector
    - High school graduate plus two years in construction inspection, one year of which shall have been in bridge and / or roadway construction inspection plus the following Qualifications and Certifications. Or, Civil Engineering Degree.
        - Qualifications:
            - CTQP Concrete Field Inspector Level I CTQP
            - Asphalt Roadway Level I
            - CTQP Earthwork Construction Inspection Level I CTQP
            - Final Estimates Level I
        - Certifications:
            - Nuclear Radiation Safety
            - FDEP Stormwater Management Inspector Florida
            - Intermediate MOT
- CEI Associate Contract Support Specialist (ACSS)

- High School graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years' experience in construction office management having performed project related duties. Experienced in the use of spreadsheet and word processing software, as well as FDOT materials and document control systems.

### IV.D Deliverables

The CEI shall provide the CITY with a portable hard drive with project documents including daily reports, etc. at the end of the project. The CEI will assist the CITY with all required closeout requirements.

### IV.E Project Schedule

The total project Construction period for the Washington Street Roadway Improvements Project is estimated to be fifteen (15) months. Construction is anticipated to be performed Monday through Friday from 7:00AM to 7:00PM, Saturday from 8:00AM to 6:00PM, Sunday 10:00AM to 6:00PM, accounting for City holidays and reasonable rain days. The CEI will be reimbursed for any overtime or weekend work, if required. An amendment may be necessary if the contract duration is exceeded.

### IV.F Contract

It is the City's intent to enter into one agreement with one firm for an initial term of fifteen (15) months. Contract may be renewed, upon consent of both parties and City Commission. Prices shall not increase during the term of the contract.

## V. Evaluation Criteria and Submittal Requirements

Submittals shall be in strict compliance with the requirements listed herein. Failure to comply with all provisions of this solicitation may result in disqualification.

The evaluation criteria are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this document. The City shall be seeking to identify the submittal(s) which shall best meet the needs of the City of New Smyrna Beach as determined from the responses to this Request for Proposals. The City will not use any other factors or criteria in the evaluation process.

A designated Technical Review Committee consisting of city staff shall independently review and evaluate each submittal based on the information provided within the proposals as it relates to the criteria set forth below. Submissions shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per Evaluation Committee member. The firm to receive the greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer will be tabulated from each Committee member.

Presentations or demonstrations may be scheduled for the top-ranked respondents. If an award of contract is recommended it will be based on the combined scores from the proposal review and presentations, if applicable. The evaluation criteria may be modified for the oral presentation portion of the evaluation.The consensus of the committee will be the deciding factor on how to move forward.

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 solicitation.

## V.A Evaluation Criteria

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):

| | |
|---|---|
| **Qualifications of the:**<br>• Firm<br>• CEI Senior Project Engineer<br>• CEI Project Administrator<br>• CEI Senior Inspector<br>• CEI Inspector<br>• CEI Associates Contract Support Specialist (ACSS) | Maximum Pts<br>20 |
| **Experience:** Examples of no less than three (3) previous projects within the last ten (10) years working with:<br>• Roadway CEI services<br>• At least one streetscape project<br>• At least one underground utilities project<br>• The examples may be of projects completed or in progress | 35 |
| **Project Plan:** Summary of firm's plan for this entire project, including inspection of construction materials, quality control procedures for roadway & drainage, stormwater management system, signage & striping and maintenance of traffic, and utilities. | 15 |
| **Workload Capacity:** Estimate of current workload and forecast of ability to assign resources for the duration of the contract. | 10 |
| **Past Performance References:**<br>• No less than three examples of recent experience in similar roadway CEI services,<br>• City's verification of reference responses<br>• Proof of financial stability (See Tab 8 for details) | 20 |
| Grand Total | 100 |

## V.B Response Format

Submittals shall be deemed an offer to provide services to the City. In submitting, the professional consultant 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.

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below. Proposals shall be submitted in a professional manner and is a representation of the consultant.

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.

## V.C Cover Page and Table of Contents

Provide a cover page representing the firm that is submitting a proposal and a table of contents. The table of contents shall outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

## V.D Statement of Interest and Introductions

The responding firm (or the lead firm if sub-consultants are proposed) shall provide a letter, on letterhead, not exceeding two (2) pages, which services as a statement of interest and introduction to the submittal. If sub-consultants are proposed, each sub-consultant may elect to provide a similar letter, not to exceed one (1) page from each sub-consultant.

Letter shall be signed by a corporate officer or principal, or an authorized representative of the prime consultant authorized to obligate the firm and/or joint venture contractually. The respondent or authorized representative is attesting that the information provided is current and factual.

Letter to include, but not limited to:

- Brief profile of the firm which should include their 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 proposed project team; total number of personnel including personnel by discipline; and average annual revenue for the past five (5) years.
- Number of years in business, including operation under other firm names, providing services similar to those described herein.
- Number of years in business in the State of Florida.

## V.E Company History, Company Qualifications, Capabilities, and Capacity

Provide a statement of the corporate history of the firm, firm's qualification, ability, approach, and capacity to perform the scope of work, not exceeding eight (8) pages. This should include the firm's qualifications and capacity to meet the needs of the City of New Smyrna Beach. This may take the form of a narrative or chart and may include pictures or graphics which describe the firm's qualifications as well as the projected commitment of resources throughout the expected time frame for the project.

Within this section, please also include a list, table, or graphic along with a short narrative explanation depicting services or practice areas in which the firm/team has exceptional expertise in specific service(s) or niche practices.

## V.F Qualifications and Abilities of Project Team

At a minimum shall include:

A. Provide a description the proposed project team, not to exceed five (5) pages. The description shall provide, but not limited to, the following:
   - Names
   - Titles
   - Organizational structure for the proposed project team
   - Firm names (if sub-consultants are involved)
   - Clearly identify the proposed role in the project team for each person

B. For each person named, a brief description of qualification shall include at minimum:
   - The professional qualifications and experience for each person
   - A summary of experience on projects similar to that described herein
   - Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).

Note: Number of pages under the Qualifications and Abilities of the Project Team can exceed 5-pages with resumes but cannot exceed 10-pages total for this section. This section has been updated in the RFP document.

## V.G Experience

Provide examples of no less than three (3) previous projects working with:

- Roadway construction
- Streetscaping
- Stormwater system construction
- Intersection improvements original budget vs actual budget

- Note: NSBU staff is responsible for the CEI of underground and aboveground utilities

Do not include projects more than 10 years old.

## V.H Project Plan

Provide a summary of their plan for this entire project, including inspection of construction materials, quality control procedures for roadway & drainage, stormwater management system, signage and maintenance of traffic, and utilities. Please include an example of a daily report log for communicating with the city, contractor, permitting agencies, the public, and others, as well as work activities associated with the project. Please also include inspection procedures.

## V.I Workload Capacity

Provide an estimate of the current and forecast workload ability for the Project Manager and associated staff for the duration of this project.

## V.J References

Provide no less than three (3) letters of reference for similar roadway, drainage, streetscape, and utilities improvements projects of the same or similar magnitude to the project and services described herein. Including city or county, contact person, phone number and e-mail address. The letter should provide a short description of each project, to include the name of the project, location, type, and value.

Reference information must be current and verified by the consultant prior to submittal.

## V.K Financial Stability/Litigation

Respondent shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach. Respondent shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work which their team failed to complete in the last five (5) years and describe when, where, how and why of such failure, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and discuss the reasons. The companies Dunn & Bradstreet number shall be included.

Upon request, all respondents shall be prepared to supply a financial statement, preferably a certified audit, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

## V.L Litigation History

Proposers shall include information on the nature and magnitude of any litigation or proceeding during the past five (5) years whereby a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm. This shall include any class actions within your firm where named, industry investigations by Attorneys General, in addition to individual claims. Proposer has a continuing duty to inform the City of any new claim's files against the Proposer during the term of this contract.

## V.M Licenses

Provide copies of all current Florida Professional licenses, renewals, and certifications as required to perform the services described herein, for each team member.

## V.N Sams.Gov and Division of Corporation Registration

Provide copies of current and active registrations for Sams.Gov and the Florida Division of Corporation (Sunbiz).

## V.O Complete Copy of Submittal

Please upload as one (1) PDF document a complete copy of the proposal, including cover page, evaluation criteria, City required forms, and addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization.

# VI. Insurance Requirements

## VI.A Insurance Requirements

Listed below are various insurance requirements that must be met by the company that the City contracts with for services. The undersigned firm agrees to obtain the required insurance within fourteen (14) days upon acceptance of the proposal City Commission.

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 in accordance with Chapter 440, Florida Statutes, 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

   1. State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:

   2. $500,000 Each Accident

3. $500,000 Disease Each Employee
4. $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. $1,000,000 Bodily Injury & Property Damage-each occurrence
   2. $2,000,000 Personal & Advertising Injury-each occurrence
   3. $2,000,000 General Aggregate
   4. $2,000,000 Products/Completed Operations Aggregates limit
   5. $ 5,000 Medical Payments
   6. $ 100,000 Fire Damage Legal Liability
   7. Coverage shall include Contractual Liability and Independent Contractors Liability.

C. Automobile Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. $1,000,000 per Person, $1,000,000 per Accident.

D. Professional Liability Insurance (errors and omissions) shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.
   1. If the contractor 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 Contractor.
   2. Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder.

A.

- The City of New Smyrna Beach shall be named as additional insured and as the Certificate Holder listing the below address:

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

## VI.B 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.

### VI.C Hold Harmless Clause

The awarded Consultant will be required to indemnify, hold harmless, and defend the City of New Smyrna Beach, and their officer and directors, representatives, and employees from any and all suits or claims for damages or injuries, including death, to any and all persons or property, arising out of the Consultant's work, product, services or operations under this procurement including any negligent act or omission on the part of the selected firm or its subconsultants, if any.

## VII. Terms and Conditions

### VII.A Applicable Laws and Regulations

The selected team shall comply with all federal, state, and local laws which may apply.

### VII.B Bribery and Lobby Clause

By submission of a statement of qualification response, the prospective company certifies that no one in their organization, any affiliate or subconsultant has bribed or lobbied, or attempted to bride or lobby any employee of the City of New Smyrna Beach.

### VII.C Employment Eligibility Verification (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11- 02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Consultant must comply with the Employment Eligibility Verification Program ("E- Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant must (1) email in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States,

except if the Consultant is a state or local government, the Consultant may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

## VII.D Contract Price and Compensation

For Services, during the Term of the Agreement, the Consultant shall be paid Compensation for all Work or Services performed based on specific negotiated rate compensation.

Compensation shall not be adjusted because of errors or omissions which are not the fault of the City in computing the Project costs which result in an increase in the cost or because the time for completion varies from the original estimate, including completion or substantial completion of the project prior to the scheduled completion date or on account of City's election to furnish any of the Work or Services. In addition, Consultant shall certify that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

## VII.E Payments and Invoices

Approval of Final Payment: If, on the basis of the City Project Manager's observation and review of Consultant's Work or Services performed, final inspection and review of the final application for payment and the City Project Manager's satisfaction that the work has been completed and Consultant has fulfilled all of its obligations under the Contract Documents, City Project Manager, after receipt of the final application for payment, indicate in writing his or her approval of payment and present the application to Accounts Payable for payment. Otherwise, the City Project Manager shall return the application to the Consultant, indicating in writing the reasons for refusing to approve final payment, in which case the Consultant will make the necessary corrections and resubmit the application.

Invoice Detail: Consultant shall submit an invoice for which professional services were rendered to the City in response to its request therefore upon the completion and acceptance of the services detailed herein. Each invoice shall show detailed explanations of the services accomplished by labor hours by classification, associated rates, any material or subcontracted costs and any indirect rates or costs in accordance with the prices set forth in the contract. All of the above shall sum to the total amount requested.

Invoices: Invoices or payment requests shall be addressed by consultant and submitted to the City's Project Manager. The Consultant shall submit {***check the appropriate box}:***

A. X A monthly statement for professional services rendered to the date of the statement. The monthly statements shall reflect the Work or Services completed at the time of billing.

B. A Final Statement. The Consultant's determination of the Work or Services completed is to be prepared by the Consultant, and accompanied by such supporting data as may be required by the City Project Manager. City Project Manager shall review the Consultant's statement and notify the Consultant in writing within twenty (20) business days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.

The city may withhold payment of any specific invoiced charges in a pay request or monthly statement which it disputes in good faith and pay all undisputed charges on the invoice, pay request or monthly statement.

Within forty-five (45) days of acceptance by the City Project Manager of all the Work or Services for which Consultant has submitted the monthly statement of professional services, the Consultant shall be paid the unpaid balance of any money due for any undisputed Work or Services covered by said statement. All payments shall be governed by the Florida Prompt Payment Act as set forth in the Florida Statute§ 218.70, as amended.

## VII.F Indemnification

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

“To the extent provided by law, the Consultant shall indemnify, defend, and hold harmless the City of New Smyrna Beach and the State of Florida, Department of Transportation, including the Department’s officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts(s) of the Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Consultant hereunder, to the extent and with the limitations of Secion 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Consultant to indemnify the City of New Smyrna Beach for the negligent acts or omissions of the City of New Smyrna Beach, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.”

## VII.G Cooperation with the Inspector General

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

## VII.H Consultant's Continuing Obligations

Consultant's obligation to perform the Work or services in accordance with the Contract Documents shall be absolute. Neither approval of any progress nor final payment to consultant, nor the issuance of a certificate of substantial completion, nor any payment by City to Consultant under the Contract Documents nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by City shall constitute an acceptance of Work or Services not in accordance with the Contract Documents.

## VII.I Records Retention and Access to Records

Consultants and all subconsultants shall maintain books, records, documents, and other evidence directly pertaining to or connected with the service under this agreement, which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum period of five (5) years after final payment.

## VII.J Errors and Omissions

The goals of the E&O claims process are to:

A. Identify E&O issues and associated costs early;

B. Require timely notification to the Consultant of problem issues;

C. Establish a requirement to work together to correct, mitigate, or minimize the effects on the construction project's quality, schedule and budget; and

D. To identify associated costs when the standard of care has not been met and provide resolution of responsibility for Premium Costs incurred.

The process is focused on resolving issues at the lowest possible administrative levels in a spirit of collaboration. If the City Project Manager cannot reach resolution with the Consultant regarding E&O issues, however, the City Project Manager may request a standard of care determination from the City Manager.

Procedure for resolution: When either Party discovers or determines actions, omissions, or deliverables by the other Party to be incorrect or outside the terms of the contract (to be executed at later date), the following steps shall be followed:

A. Provide oral and written notice of the issue (email, fax, or hard copy) to the other Party,

B. Consultant shall provide City Project Manager requested records and documents pertaining to the issue and will participate in a technical review committee to determine if standard of care was met, at the request of the City Manager.

C. Work together to correct, mitigate, or minimize the effects of the issue.

D. When the standard of care has not been met, work together to determine responsibility for any Premium Costs incurred because of the issue.

Initial verbal notice and written Letter of Concern: When either Party discovers or determines actions, omissions, or work products by either Party to be incorrect or outside the terms of the Contract, the discovering Party shall give timely oral notice and a written Letter of Concern to the other Party.

If the Consultant disagrees with any written or oral order of the City that in the opinion of the Consultant would entitle the Consultant to additional compensation, the Consultant shall provide oral notice and written Letter of Concern to the City Project Manager within 7 days of receiving the order from the City. The Letter of Concern must include an explanation of why the Consultant believes the requirements of the oral or written order are outside of the agreed scope of services. The City Project Manager shall acknowledge in writing receipt of the Consultant Letter of Concern.

If the City believes the Consultant has not performed with the required Standard of Care, the City shall provide the Consultant oral notice and written Letter of Concern. The Consultant shall acknowledge in writing receipt of the City's Letter of Concern and provide to the City all project related requested information.

Information Exchange and Resolution Meeting: The Consultant and City Project Manager shall meet within 7 calendar days of sending or receiving a Letter of Concern, or at a mutually agreed to date, to discuss the issue of concern and provide to the City Project Manager all requested information pertaining to the issue.

The primary purpose of this meeting is to determine how, at the City's sole discretion, to correct, mitigate, or minimize the effects of the issue, including impacts of the issue on the construction project's work quality, schedule, and costs.

Following the City's determination of the appropriate corrective action, the Consultant and the City Project Manager shall work together to resolve responsibility and corresponding Premium Costs related to the issue.

If the City Project Manager is unable to reach satisfactory resolution of responsibility and corresponding costs with the Consultant, the City Project Manager will request a third-party Consultant to initiate an internal review.

Claims Procedure: The City, upon request of the City Project Manager, and at the discretion and direction of the City Manager, will undertake an internal review for the purpose of determining if the standard of care was met. The Consultant will cooperate with the internal review as requested.

If the City Manager determines that standard of care has been met, then all parties are to continue to work together to correct, minimize or mitigate effects of the issue and it is the City's responsibility to cover Premium Costs. If the City Manager determines that standard of care has not been met, then cost evaluation and recovery will be pursued.

The City may, at any time during this Contract, and up to the time allowable by law following the final payment for any work on the contract, present the Consultant with a claim for actual damages incurred due to any disagreement concerning standard of care issues and all subsequent damages suffered by the City arising from such issues.

# 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 Company Name and Address*

By submitting this response, you hereby designate the company business name and address listed here as the office to which notices may be delivered or mailed.

*Response required

## VIII.C Employer Identification Number**

Please provide the Employer Identification Number.

*Response required

## VIII.D 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 consultant as its act and deed and that the consultant 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.E Professional Services Agreement*

Proposer acknowledges, that the selected Professional Consultant(s) shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

☐ Please confirm
*Response required

## VIII.F Potential Conflict of Interest*

- Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project
- Or, on company letterhead, upload a statement that no potential conflicts exist.

*Response required

## VIII.G Conflict of Interest Disclosure *

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the City the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart

may inappropriately affect the goals of the City. The City must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

## VIII.H Statement of Interest and Introductions*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Statement of Interest and Introductions

*Response required

## VIII.I Company History, Company Qualifications, Capabilities, and Capacity*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Company History, Company Qualifications, Capabilities, and Capacity.

*Response required

## VIII.J Qualifications and Abilities of Project Team*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Qualifications and Abilities of Project Team

*Response required

## VIII.K Experience *

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Experience

*Response required

## VIII.L Project Plan*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Project Plan

*Response required

## VIII.M Workload Capacity*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Workload Capacity

*Response required

## VIII.N References*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: References

*Response required

## VIII.O Financial Stability *

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Financial Stability

*Response required

## VIII.P Sams.Gov and Division of Corporation Registration*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Sams.Gov and Division of Corporation Registration

*Response required

## VIII.Q City Required Forms*

Upload as one (1) PDF a completed document packet of the city required form provided in the Attachment Section of this document.

Documents must be signed by an authorized Officer within your organization.

| |
|---|
| City of NSB Form: Authorized Signature/Negotiators |
| City of NSB Form: Vendor Information Form |
| City of NSB Form: Vendor Summary Form |
| City of NSB Form: Completed W9 |
| City of NSB Form: Statement of Insurance |
| City of NSB Form: Public Entity Crime Information Statement |
| City of NSB Form: Disputes Disclosure |
| City of NSB Form: Drug Free Workplace Certification |
| City of NSB Form: Sworn Statement |
| City of NSB Form: Non-Collusion Affidavit |
| City of NSB Form: E-Verify |
| City of NSB Form: Human Trafficking Affidavit |
| City of NSB Form: Conflict of Interest |
| City of NSB Form: Organizational Information |
| City of NSB Form: Prohibition Against Contracting with Scrutinized Companies |
| City of NSB Form: Smoke Free Acknowledgement |
| City of NSB Form: References |
| City of NSB Form: Signed Addendums (if applicable) |
| Copy of Sunbiz Registration with Active Status |
| Copy of Sams.Gov Registration |

*Response required

## VIII.R Complete Copy of Submittal*

Upload as one (1) PDF a complete copy of the proposal as one (1) PDF in the organized in the below format. The purpose of this format is to print and a complete proposal as one PDF.

Proposal must be signed by an authorized officer of your organization.

- Cover page with company logo
- Statement and Interest and Introduction
- Company History, Company Qualifications, Capabilities and Capacity
- Qualifications and Abilities of Project Team
- Experience
- Project Plan
- Workload Capacity
- References
- Financial Stability
- Sam.Gov and Division of Corporation Registration
- City Completed Forms provided in the Attachment Section of this document.
- Sign copies of any addendums that have been posted

Proposal must be in a professional format and signed by an authorized officer of your organization.

*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.

# Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

**THIS AGREEMENT** is made and entered into this _____ day of _____, 2025, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, FL _____, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

**SECTION 1. AGREEMENT.** The terms of this Agreement, together with the incorporation of the terms and conditions of the RFP 09-25-ENG, Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01), **FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

**SECTION 2. TERM OF AGREEMENT.** The initial term of this Agreement shall be for fifteen (15) months from the date of the award. After the initial term, and upon consent of both parties, this Agreement may be renewed under the same terms and conditions.

**SECTION 3. DESCRIPTION OF SERVICES.** The Consultant agrees to perform the services outlined in the advertised solicitation document titled RFP 09-25-ENG, Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01), 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 w addendums
B. Award Bid Proposal
C. Presentation of Services
D. Fee Proposal

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

**SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES.** This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

**SECTION 7. RIGHTS AT LAW RETAINED.** The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 8. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For City:**

Sharon Taylor-Harding, Deputy City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2631

**For Consultant:**

_____
(Name, Title)

_____
(Company)

_____
(Address)

DRAFT

(City, State, Zip)

(Phone)

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

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

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

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

**SECTION 13: HUMAN TRAFFICKING.** This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

**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** | INSERT CONSULTANT INFORMATION |
|---|---|
| _____ | _____ |
| *Authorized Signature* | *Authorized Signature* |
| _____ | _____ |
| *Print Name and Title* | *Print Name and Title* |
| *Address:* | Address: |
| _____ | _____ |
| *Date* | *Date* |

DRAFT

| ATTEST | CITY OF NEW SMYRNA BEACH |
| --- | --- |
| _____ | _____ |
| Sharon Taylor-Harding, Deputy City Clerk<br>210 Sam's Avenue<br>New Smyrna Beach, Florida 32168 | Fred E. Cleveland, Mayor |
| Date: _____ | Date: _____ |

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

_____
Carrie Avallone City Attorney

Dated: _____

DRAFT

**City of New Smyrna Beach**

**Proposal Response**

**Title of Project Name:** Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

Project ID: **09-25-ENG**

---

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

---

**Upload the following information/documents as one (1) PDF**

| Required information/documentation | Check/Included |
|---|---|
| City of NSB Form: Authorized Signature/Negotiators | |
| City of NSB Form: Vendor Information Form | |
| City of NSB Form: Vendor Summary Form | |
| City of NSB Form: Completed W9 | |
| City of NSB Form: Statement of Insurance | |
| City of NSB Form: Public Entity Crime Information Statement | |
| City of NSB Form: Disputes Disclosure | |
| City of NSB Form: Drug Free Workplace Certification | |
| City of NSB Form: Sworn Statement | |
| City of NSB Form: Non-Collusion Affidavit | |
| City of NSB Form: E-Verify | |
| City of NSB Form: Human Trafficking Affidavit | |
| City of NSB Form: Conflict of Interest | |
| City of NSB Form: Organizational Information | |
| City of NSB Form: Prohibition Against Contracting with Scrutinized Companies | |
| City of NSB Form: Smoke Free Acknowledgement | |
| City of NSB Form: References | |
| City of NSB Form: Signed Addendums (if applicable) | |
| Copy of Sunbiz Registration with Active Status | |
| Copy of Sams.Gov Registration | |

**City of New Smyrna Beach**

**RFP 09-25-ENG:** Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

## AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

| Name | Title | Phone # |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

_____
Print Name

_____
Signature/Title)

_____
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation

**State of Incorporation**: _____

**Federal I.D. or Social Security number is**: _____

## VENDOR INFORMATION

| | |
|---|---|
| **BID #:** | RFP 09-25-ENG |
| **BID TITLE:** | Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01) |

| **Respondent Information** | |
|---|---|
| Company Name: | Federal Employer Identification Number or SS Number:<br><br>DUN Number: |
| Mailing Address | Type of Entity (Circle One)<br><br>Corporation Partnership Proprietorship Joint Venture |
| City, State, Zip Code | Incorporated in the State of: |
| Corporate Address: | What kind of business: "For Profit" or "Not for Profit"<br>Is Firm in good standing: Yes or No<br>Authorized to transact business in Florida Yes or No<br>State of Florida Department of State Certificate of Authority Document No: _____ |
| City, State, Zip Code | |
| Telephone No. | |
| Email Address: | |
| If remittance address is different from the mailing address so indicate below. | |
| | |
| List Principals (Print):<br>President: _____ Vice President: _____<br>Secretary: _____ Treasurer: _____<br>Other: _____ Other: _____ | |

*I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.*

*I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.*

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

**City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.**

# CITY OF NEW SMYRNA BEACH
# VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

**CHECK ONE:** NEW VENDOR: _____ REVISED VENDOR:_____

**DATE:** _____

**VENDOR NAME:** _____

**VENDOR DBA:** _____

**PRODUCT/SERVICE PROVIDED:** _____

**DEPARTMENT:** _____

**PREPARED BY:** _____

| PURCHASE ORDER ADDRESS | MAILING/REMIT ADDRESS | PHYSICAL ADDRESS |
|---|---|---|
| _____ | _____ | _____ |
| ADDRESS | ADDRESS | ADDRESS |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| CITY/STATE | CITY/STATE | CITY/STATE |
| _____ | _____ | _____ |
| ZIP CODE | ZIP CODE | ZIP CODE |

**COMPANY CONTACT:** _____

**E-MAIL:** _____

**OFFICE PHONE:** _____

**FAX:** _____

**MOBILE PHONE:** _____

**FEDERAL TAX ID#:** _____

**DUNS Number:**

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

**Print or type** See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

**or**

**Employer identification number**

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

**END OF SECTION**

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

## DISPUTES DISCLOSURE FORM

**Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.**

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

## DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

**(§448.095, Florida Statutes – E-Verify)**

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

**Human Trafficking Affidavit**
**(Section 787.06, Florida Statutes)**

**Instruction: "Contractor"**, defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

**A.** Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
**B.** Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

**Contractor:** _____

**Authorized Signature:** _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

## CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 09-25-ENG,** Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01).
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2025.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

## ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

| TYPE OF ORGANIZATION | | |
|---|---|---|
| (Please place a check mark (✓) next to applicable type) | | |
| ☐ Corporation | ☐ Partnership | ☐ Non-Profit |
| ☐ Joint Venture | ☐ Sole Proprietorship | ☐ Other (Please specify) |
| | | |
| State of Incorporation | | |
| Principal Place of Business (Enter Address) | | |
| | | |
| Federal I.D. Number | | |

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**
**PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
*Print Name* *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

**CITY OF NEW SMYRNA BEACH**
**ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE**

**The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.**

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____
Authorized Signature and Title

_____
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

**REFERENCES**

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

| **Project #1:** | | | | |
|---|---|---|---|---|
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |
| **Project #2:** | | | | |
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |
| **Project #3:** | | | | |
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |

August 22, 2023

Darren M. Phegley, P.E.
Construction Supervisor
New Smyrna Beach Utilities
200 Canal Street
New Smyrna Beach, FL 32168

Email: dphegley@nsbufl.com

**RE: DEVELOPMENT INSPECTION FY 2024**
**SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Mr. Phegley,

We are pleased to offer the enclosed scope of services and fee estimate for the above referenced work effort for FY 2024. The intent is to close out the FY 2023 work effort and to initiate this new one. The proposed not-to-exceed budget is the same amount as the FY 2023 scope budget.

We appreciate this opportunity to continue our service to the City. If you have any questions or require further assistance, please do not hesitate to call.

Respectfully,

Noah Adamoski
Project Manager

David A. King, P.E.
Vice President

NJA/DAK;bf

Attachments: Scope of Services

**SCOPE OF SERVICES**
**DEVELOPMENT INSPECTION FY 2024**

This Agreement is in conformance with the Agreement for Continuing Professional Services, Category 1 and 2, RSQ NO. 05-21, (“AGREEMENT”) dated February 22, 2021, between the Utilities Commission, City Of New Smyrna Beach, Florida, (hereafter "NSBU"), and Mead & Hunt, (hereafter “MEAD & HUNT") and is referred to herein as the contract.

## SCOPE OF SERVICES

### ON-CALL INSPECTION SERVICES

MEAD & HUNT will provide inspection services on an as-needed basis and coordinate such with NSBU staff. NSBU will provide MEAD & HUNT a minimum of 48 hours advanced electronic mail notification of services needed to allow for proper scheduling of staff. MEAD & HUNT shall:

- Monitor the installation of improvements in subdivision or site development to ensure compliance with applicable code, standards, (including potable water, reclaimed water, and sanitary sewer)
- Prepare construction inspection/activity reports documenting the construction activity utilizing written, electronic, and photographic documentation. Provide the NSBU a copy of reports of witnessed construction activity via electronic mail within 24 hours of inspection.
- Interact with contractors, engineer of record, NSBU personnel, to coordinate connections to NSBU services (water, sewer, reclaim)
- Relay information involving minor field changes to the NSBU Project Manager or designee and engineer of record
- Verify conformance with construction drawings, technical specifications, NSBU construction standards/details, and jurisdictional requirements.
- Witness pressure testing of mains, lamping and video inspections of sewer mains, tapping of mains, installation of line-stops, coring of manholes, tie-ins to mains, etc.

## EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Private utility construction inspection
- Performance of testing construction materials/effort (i.e. compaction testing, Geotech, concrete testing/sampling - contractor to provide)
- Review of contractor safety procedures

**SCHEDULE**

MEAD & HUNT will strive to review development plans within ten (10) working days of receipt of development plans and supporting information. MEAD & HUNT will provide development inspection throughout each development construction duration.

**COMPENSATION**

The not-to-exceed cost for this scope of services is $50,000 and shall be invoiced on a time and expense basis at the contract hourly rates in effect at the time of the work effort. If additional funds become necessary, MEAD & HUNT will notify the NSBU and request augmentation of budget prior to exceed the previous budget. Invoicing will be monthly for the work effort expended that month and will show the separate development as separate 'phases' with additional phases added to invoice upon other/future development.

| | | | |
|---|---|---|---|
| Accepted by: | NEW SMYRNA BEACH UTILITIES | Approved by: | MEAD & HUNT, INC. |
| By: | _____ | By: |  |
| Name: | _____ | Name: | David A. King, P.E. |
| Title: | _____ | Title: | Vice President |
| *The above person is authorized to sign for Client and bind the Client to the terms hereof.* | | | |
| Date: | _____ | Date | August 22, 2023 |

"PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE."

# ENGINEER'S ESTIMATE

| | |
|---|---|
| **FINANCIAL PROJECT ID # :** | 447711-1-54-01 |
| **PROJECT DESCRIPTION:** | WASHINGTON STREET ROADWAY IMPROVEMENTS |
| **SUBMITTAL TYPE:** | 100% Plans |
| **DATE:** | June 2024 |
| **ENGINEERING CONSULTANT FIRM:** | DRMP |
| **CONTACT NAME:** | Barry T. White |
| **PHONE NUMBER:** | (407) 896-0594 |
| **PAGE NUMBER:** | 1 of 4 |

**COMPONENT GROUPS**

| | | |
|---|---|---|
| ROADWAY | | $1,345,212.87 |
| TRAFFIC | | $202,519.78 |
| UTILITIES | | $951,343.18 |
| ***COMPONENT SUB-TOTAL*** | | $2,499,075.83 |
| (102-1) MOT (Maintenance of Traffic) | 10% | $249,907.58 |
| ***SUB-TOTAL*** | | $2,748,983.42 |
| (101-1) MOB (Mobilization) | 8% | $219,918.67 |
| ***SUB-TOTAL*** | | $2,968,902.09 |
| Contingency | 20% | $593,780.42 |
| ***SUB-TOTAL*** | | $3,562,682.51 |
| | | |
| ***PROJECT GRAND TOTAL*** | | **$3,562,682.51** |

**NOTES:**

# ENGINEER'S ESTIMATE



## Roadway

| PAY ITEM # | ITEM DESCRIPTION | UNIT | QUANTITY | UNIT COST | TOTAL COST |
|---|---|---|---|---|---|
| 0107 1 | LITTER REMOVAL | AC | 1.02 | $70.48 | $71.89 |
| 0110 1 1 | CLEARING & GRUBBING | AC | 0.71 | $62,468.16 | $44,040.05 |
| 0110 4 10 | REMOVAL OF EXIST CONC | SY | 1893 | $61.33 | $116,097.69 |
| 0120 1 | REGULAR EXCAVATION | CY | 2766.0 | $13.88 | $38,392.08 |
| 0120 6 | EMBANKMENT | CY | 684.0 | $30.00 | $20,520.00 |
| 0160 4 | TYPE B STABILIZATION | SY | 1165 | $15.39 | $17,929.35 |
| 0285702 | OPTIONAL BASE,BASE GROUP 02 | SY | 26 | $60.85 | $1,582.10 |
| 0285706 | OPTIONAL BASE,BASE GROUP 06 | SY | 388 | $50.90 | $19,749.20 |
| 0327 70 6 | MILLING EXIST ASPH PAVT,1 1/2" AVG DEPTH | SY | 5725 | $4.82 | $27,594.50 |
| 0334 1 12 | SUPERPAVE ASPHALTIC CONC, TRAFFIC B | TN | 449.9 | $211.09 | $94,969.39 |
| 0337 7 81 | ASPH CONC FC,TRAFFIC B,FC-12.5,PG 76-22 | TN | 505.4 | $169.04 | $85,432.82 |
| 0425 1201 | INLETS, CURB, TYPE 9, <10' | EA | 27 | $8,773.33 | $236,879.91 |
| 0425 1711 | INLETS, GUTTER, TYPE V, <10' | EA | 1 | $8,969.14 | $8,969.14 |
| 0425 2 41 | MANHOLES, P-7, <10' | EA | 3 | $8,799.42 | $26,398.26 |
| 0425 2 61 | MANHOLES, P-8, <10' | EA | 2 | $7,336.54 | $14,673.08 |
| 0430175115 | PIPE CULV, OPT MATL, ROUND, 15"S/CD | LF | 214 | $286.36 | $61,281.04 |
| 0430174115 | PIPE CULV, OPT MATL, ROUND,15"SD | LF | 890 | $147.00 | $130,830.00 |
| 0430174117 | PIPE CULV, OPT MATL, ROUND, 18"S/CD | LF | 328 | $160.54 | $52,657.12 |
| 0430174118 | PIPE CULV, OPT MATL, ROUND,18"SD | LF | 239 | $195.74 | $46,781.86 |
| 0430 963 1 | PVC FOR BACK OF SIDEWALK. 4" | LF | 44 | $93.26 | $4,103.44 |
| 0515 1 2 | PIPE HANDRAIL - GUIDERAIL, ALUMINUM | LF | 17 | $83.49 | $1,419.33 |
| 0519 78 | BOLLARDS | EA | 5 | $862.18 | $4,310.90 |
| 0520 1 XX | CONCRETE CURB & GUTTER, TYPE F, MODIFIED | LF | 3576 | $49.31 | $176,332.56 |
| 0520 1 10 | CONCRETE CURB & GUTTER, TYPE F | LF | 12 | $49.31 | $591.72 |
| 0520 2 1 | CONCRETE CURB, TYPE A | LF | 78 | $51.54 | $4,020.12 |
| 0520 2 4 | CONCRETE CURB, TYPE D | LF | 44 | $50.43 | $2,218.92 |
| 0520 3 | VALLEY GUTTER- CONCRETE | LF | 44 | $76.89 | $3,383.16 |
| 0522 2 | CONCRETE SIDEWALK AND DRIVEWAYS, 6" | SY | 2571 | $12.00 | $30,852.00 |
| 0527 2 | DETECTABLE WARNINGS | SF | 328 | $44.35 | $14,546.80 |
| 550 10 XXX | FENCING | LF | 441 | $115.00 | $50,715.00 |
| 0570 1 2 | PERFORMANCE TURF, SOD | SY | 1537 | $5.12 | $7,869.44 |
| | | | | | |
| **Roadway** | | **COMPONENT TOTAL** | | | **$1,345,212.87** |

Notes:

1. The estimated cost of $115.00 for fencing is for 4' X 6' panels of decorative fencing to replace, in kind, as needed.
2. The quantity for pay item 0334 1 12 includes an overbuild quantity of 90.9 TN.

# ENGINEER'S ESTIMATE



## Traffic

| PAY ITEM # | ITEM DESCRIPTION | UNIT | QUANTITY | UNIT COST | TOTAL COST |
|---|---|---|---|---|---|
| 0630 2 11 | CONDUIT, F& I, OPEN TRENCH | LF | 40 | $17.58 | $703.20 |
| 0630 2 12 | CONDUIT, F& I, DIRECTIONAL BORE | LF | 140 | $34.67 | $4,853.80 |
| 0632 7 2 | SIGNAL CABLE, REPAIR/REPL-FUR & INSTALL | LF | 180 | $10.85 | $1,953.00 |
| 0635 2 11 | PULL & SPLICE BOX, F&I, 13" x 24" | EA | 8 | $1,287.11 | $10,296.88 |
| 0654 2 22 | MID BL: RECT RAPID FL BCN, F&I SOL, BB | AS | 8 | $11,811.17 | $94,489.36 |
| 0700 1 11 | SINGLE POST SIGN, F&I GM, <12 SF | AS | 24 | $511.64 | $12,279.36 |
| 0700 1 12 | SINGLE POST SIGN, F&I GM, 12-20 SF | AS | 2 | $1,634.28 | $3,268.56 |
| 0700 1 60 | SINGLE POST SIGN, REMOVE | AS | 13 | $54.10 | $703.30 |
| 0700 3401 | SIGN PANEL, INSTALL, UP TO 12 SF | EA | 1 | $220.07 | $220.07 |
| 0700 3501 | SIGN PANEL, RELOCATE, UP TO 12 SF | EA | 14 | $248.00 | $3,472.00 |
| 0700 15 1 | IN-STREET SIGN, FUR AND INSTALL-FIX BASE | AS | 6 | $511.64 | $3,069.84 |
| 0706 1 3 | RAISED PAVMT MARK, TYPE B | EA | 149 | $4.44 | $661.56 |
| 0710 90 | PAINTED PAVEMENT MARKINGS, FINAL SURFACE | LS | 1 | $30,548.27 | $30,548.27 |
| 0711 11125 | THERMOPLASTIC, STD, WHITE, SOLID, 24" | LF | 204 | $6.77 | $1,381.08 |
| 0711 11141 | THERMOPLASTIC, STD, WHITE, DOT GUIDE, 6" | GM | 0.022 | $2,430.18 | $53.46 |
| 0711 11170 | THERMOPLASTIC, STD, WHITE, ARROW | EA | 2 | $89.01 | $178.02 |
| 0711 11180 | THERMOPLASTIC, STD, WHITE, YIELD LINE | LF | 15 | $11.51 | $172.65 |
| 0711 11224 | THERMOPLASTIC, STD, YELLOW, SOLID, 18" | LF | 125 | $5.85 | $731.25 |
| 0711 14123 | THERMOPLASTIC, PREFORM, WHITE, SOLID,12" | LF | 837 | $11.00 | $9,207.00 |
| 0711 14125 | THERMOPLASTIC, PREFORM, WHITE, SOLID,24" | LF | 567 | $17.24 | $9,775.08 |
| 0711 14160 | THERMOPLASTIC, PREFORMED, WHITE, MESSAGE | EA | 11 | $555.12 | $6,106.32 |
| 0711 16101 | THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6" | GM | 0.505 | $5,517.91 | $2,786.54 |
| 0711 16201 | THERMOPLASTIC, STD-OTH,YELLOW, SOLID, 6" | GM | 0.715 | $7,845.00 | $5,609.18 |
| | | | | | |
| **Traffic** | | **COMPONENT TOTAL** | | | **$202,519.78** |

Engineer's **PRELIMINARY** Estimate of Probable Cost

# Washington Street Roadway Improvements

New Smyrna Beach, Florida



FPID NO.: 447744-1-54-01

Date: 5/24/2024

| Item # | Qty | Un | Description | Unit $ | Extended $ |
|---|---|---|---|---|---|
| 1050-16-004 | 1,800 | LF | Remove & dispose existing waterline | 22.00 | 39,600.00 |
| 1050-31-206 | 202 | LF | Utility Pipe- PVC, F&I, Water/Sewer, 6" | 135.00 | 27,270.00 |
| 1050-31-208 | 2,135 | LF | Utility Pipe- PVC, F&I, Water/Sewer, 8" | 155.00 | 330,925.00 |
| 1050-41-201 | 200 | LF | UTILITY PIPE- POLYETHYLENE, F&I, WATER/SEWER, 1" | 62.67 | 12,534.00 |
| 1050-41-202 | 90 | LF | UTILITY PIPE- POLYETHYLENE, F&I, WATER/SEWER, 2" | 146.88 | 13,219.20 |
| 1050-41-210 | 180 | LF | UTILITY PIPE- POLYETHYLENE, F&I, WATER/SEWER, 10" | 210.00 | 37,800.00 |
| 1055-31-106 | 4 | EA | UTILITY FITTINGS FOR PVC PIPE, F&I, ELBOW, 6" | 1,800.00 | 7,200.00 |
| 1055-31-108 | 40 | EA | UTILITY FITTINGS FOR PVC PIPE, F&I, ELBOW, 8" | 2,800.00 | 112,000.00 |
| 1055-31-206 | 1 | EA | Utility Fittngs. for DI, DI/CI, F&I Tee, 6" | 2,500.00 | 2,500.00 |
| 1055-31-208 | 13 | EA | Utility Fittngs. for DI, DI/CI, F&I Tee, 8" | 3,100.00 | 40,300.00 |
| 1055-31-312 | 8 | EA | Utility Fittngs. for DI, DI/CI, F&I, reducer, 8" | 1,600.00 | 12,800.00 |
| 1080-23-102 | 17 | EA | Utility Fixt., Tapping Sad./slv., F&I 2" | 1,013.85 | 17,235.45 |
| 1080-23-112 | 1 | EA | Utility Fixt., Tapping Sad./slv., F&I 12" | 12,461.17 | 12,461.17 |
| 1080-24-102 | 1 | EA | 2" Gate valve | 1,500.00 | 1,500.00 |
| 1080-24-104 | 3 | EA | 4" Gate valve | 2,135.15 | 6,405.45 |
| 1080-24-106 | 5 | EA | 6" Gate valve | 3,250.00 | 16,250.00 |
| 1080-24-108 | 21 | EA | 8" Gate valve | 4,200.00 | 88,200.00 |
| 1080-26-102 | 2 | EA | UTILITY FIXTURE, VAC/AIR ASSEMBLY, FURNISH & INSTALL 2" | 7,200.00 | 14,400.00 |
| 1080-27-102 | 3 | EA | UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 2" | 6,000.00 | 18,000.00 |
| 1080-27-106 | 5 | EA | UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 6" | 13,500.00 | 67,500.00 |
| 1080-27-108 | 1 | EA | UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 8" | 15,000.00 | 15,000.00 |
| 1644-116-08 | 7 | EA | FIRE HYDRANT, F&I, TRAFFIC, 3 WAY - 2 HOSE, 1PUMPER, 6" | 8,156.13 | 57,092.91 |
| 1644-90-0 | 1 | EA | FIRE HYDRANT, REMOVE | 1,150.00 | 1,150.00 |
| | | | | | |
| | | | | **Total** | **$951,343.18** |

## Notes:

1. Does not include costs for bonds, fees, utility pole or guy wire relocations, utility relocations, easement or right-of-way acquisition, or any other items not listed above.

UTILITY CONTACTS:

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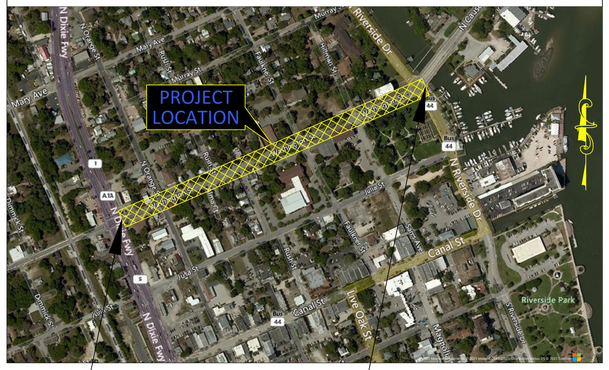
# CONSTRUCTION PLANS
# for
# WASHINGTON STREET
# ROADWAY IMPROVEMENTS

## CITY OF NEW SMYRNA BEACH, FLORIDA

CALL 48 HOURS 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.

100% PLANS
NOT FOR CONSTRUCTION
PRINT DATE - JANUARY 2025

## VICINITY MAP
SCALE: 1" = 400'




I HEREBY CERTIFY THAT THE DESIGN OF THIS PROJECT AND THE ATTACHED CONSTRUCTION PLANS COMPLY WITH THE REQUIREMENTS OF SECTION 336.045 OF THE FLORIDA STATUTES AND ARE IN SUBSTANTIAL CONFORMANCE WITH THE STANDARDS CONTAINED IN THE EDITION OF THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" IN EFFECT ON THIS DATE AS ADOPTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION PURSUANT TO SUBSECTION 336.045(1) OF THE FLORIDA STATUTES.

DATE: MAY, 2024 ENGINEER: BARRY T. WHITE, P.E. FLORIDA REG. NO.: 89071

Florida Department of Transportation, FY **2024-25** Standard plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways by the FDOT, also known as The Florida Greenbook 2018

Florida Department of Transportation, FY **2024-25** Standard Specifications for Road and Bridge Construction are available at the following website: https://www.fdot.gov/programmanagement/Implemented/SpecBooks

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KYLE FEGLEY, P.E.
CITY ENGINEER
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DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

941 LAKE BALDWIN LANE - ORLANDO, FLORIDA 32814

FPID NO. 447711-1-54-01

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NOTE:
ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

## PROJECT SHEET INDEX


| | |
|---|---|
| C1.0 | COVER SHEET AND INDEX OF DRAWINGS |
| C1.1 | SIGNATURE SHEET |
| C1.2 | SUMMARY OF PAY ITEMS |
| C1.3 | ROADWAY TYPICAL SECTION |
| C1.4 - C1.5 | ROADWAY TYPICAL SECTION DETAILS |
| C1.6 | GENERAL NOTES |
| C1.7 | STORMWATER POLLUTION PROTECTION PLAN |
| C1.8 | EROSION CONTROL BEST MANAGEMENT PRACTICES |
| C2.0 | OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN |
| C2.1 | EXISTING CONDITIONS AND DEMOLITION PLAN - STA. 0+00 TO STA. 6+60 |
| C2.2 | EXISTING CONDITIONS AND DEMOLITION PLAN - STA. 6+60 TO STA. 13+20 |
| C2.3 | EXISTING CONDITIONS AND DEMOLITION PLAN - STA. 13+20 TO STA. 19+80 |
| C3.0 | OVERALL GEOMETRY PLAN |
| C3.1 | GEOMETRY PLAN - STA. 0+00 TO STA. 6+60 |
| C3.2 | GEOMETRY PLAN - STA. 6+60 TO STA. 13+20 |
| C3.3 | GEOMETRY PLAN - STA. 13+20 TO STA. 19+80 |
| C4.0 | OVERALL PAVING, GRADING AND DRAINAGE PLAN |
| C4.1 | PAVING, GRADING AND DRAINAGE PLAN - STA. 0+00 TO STA. 6+60 |
| C4.2 | PAVING, GRADING AND DRAINAGE PLAN - STA. 6+60 TO STA. 13+20 |
| C4.3 | PAVING, GRADING AND DRAINAGE PLAN - STA. 13+20 TO STA. 19+80 |
| C4.4 - C4.7 | ROADWAY CROSS SECTIONS |
| C4.8 - C4.9 | ROADWAY HALF SECTIONS |
| C4.10 | INTERSECTION IMPROVEMENT PLAN SAMS AVENUE |
| C5.0 | OVERALL STRIPING AND SIGNAGE PLAN |
| C5.1 | STRIPING AND SIGNAGE PLAN - STA. 0+00 TO STA. 6+60 |
| C5.2 | STRIPING AND SIGNAGE PLAN - STA. 6+60 TO STA. 13+20 |
| C5.3 | STRIPING AND SIGNAGE PLAN - STA. 13+20 TO STA. 19+80 |
| C6.0 | OVERALL UTILITIES PLAN |
| C6.1 | UTILITIES PLAN AND PROFILE - STA. 0+00 TO STA. 6+60 |
| C6.2 | UTILITIES PLAN AND PROFILE - STA. 6+60 TO STA. 13+20 |
| C6.3 | UTILITIES PLAN AND PROFILE - STA. 13+20 TO STA. 19+80 |
| C6.4 - C6.6 | UTILITY DETAILS |
| C7.0 | TTCP GENERAL NOTES AND PHASING NOTES |
| C7.1 | TTCP TYPICAL SECTIONS |
| C7.2 - C7.3 | TTCP PHASE DETOURS |
| E001 | ELECTRICAL SYMBOLS, LEGEND AND INDEX |
| E002 | ELECTRICAL NOTES |
| E100 | ELECTRICAL OVERALL PLAN |
| E101 | ELECTRICAL PLANS - AREA 1 |
| E102 | ELECTRICAL PLANS - AREA 2 |
| E103 | ELECTRICAL PLANS - AREA 3 |
| E104 | ELECTRICAL PLANS - AREA 4 |
| E105 | ELECTRICAL PLANS - SERVICE LOCATION |
| E501 | ELECTRICAL SCHEDULES & ONE-LINE DIAGRAM |
| E601 | ELECTRICAL DETAILS |
| E602 | ELECTRICAL CUTSHEETS |
| H1.1 | HARDSCAPE SHEET INDEX PLAN |
| H1.2 - H1.7 | HARDSCAPE PLAN WALK & PLANTER LAYOUT |
| H1.8 | HARDSCAPE NOTES & DETAIL |
| H1.9 | SIDEWALK EXTENSION DETAILS |
| L1.1 | LANDSCAPE SHEET INDEX PLAN |
| L1.2 - L1.5 | LANDSCAPE PLAN PLANTING PLAN |
| L1.6 | LANDSCAP PLANT LIST & PLANTING DETAILS |
| L1.7 | LANDSCAPE NOTES |


| REVISIONS | | | | REVISIONS | | | |
|---|---|---|---|---|---|---|---|
| NO. | DATE | DESCRIPTION | BY | NO. | DATE | DESCRIPTION | BY |

DESIGNED BY ---
DRAWN BY ---
CHECKED BY ---
APPROVED BY ---

DRMP, Inc.

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
941 Lake Baldwin Lane - Orlando, Florida 32814
Phone:407.896.0594 Fax:407.896.4836 WWW.DRMP.COM

CONSTRUCTION PLANS FOR
**WASHINGTON STREET ROADWAY IMPROVEMENTS**
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

**COVER SHEET AND INDEX OF DRAWINGS**

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: NONE
DATE: JUNE, 2024
DRAWING: **C1.0**

C:\DARoot\Jobs\2eaa3d3d25d64fd69373f40abfd36811\adskfiles\b.d82711b77--7d4b--4b5e--9e87--f8351ea2538e\Project Files\CADD\General--Civil\Design\Plans\0100_Cover.dwg Plotted: Jan 24, 2025 – 4:42pm by acesuser

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941 LAKE BALDWIN LANE
ORLANDO, FL 32814
BARRY T. WHITE, P.E. NO. 89071

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

PLAN INDEX


| | |
|---|---|
| C1.0 | COVER SHEET AND INDEX OF DRAWINGS |
| C1.1 | SIGNATURE SHEET |
| C1.2 | SUMMARY OF PAY ITEMS |
| C1.3 | ROADWAY TYPICAL SECTION |
| C1.4 - C1.5 | ROADWAY TYPICAL SECTION DETAILS |
| C1.5 | ROADWAY TYPICAL SECTION DETAILS |
| C1.6 | GENERAL NOTES |
| C1.7 | STORMWATER POLLUTION PROTECTION PLAN |
| C1.8 | EROSION CONTROL BEST MANAGEMENT PRACTICES |
| C2.0 | OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN |
| C2.1 | EXISTING CONDITIONS AND DEMOLITION PLAN - STA. 0+00 TO STA. 6+60 |
| C2.2 | EXISTING CONDITIONS AND DEMOLITION PLAN - STA. 6+60 TO STA. 13+20 |
| C2.3 | EXISTING CONDITIONS AND DEMOLITION PLAN - STA. 13+20 TO STA. 19+80 |
| C3.0 | OVERALL GEOMETRY PLAN |
| C3.1 | GEOMETRY PLAN - STA. 0+00 TO STA. 6+60 |
| C3.2 | GEOMETRY PLAN - STA. 6+60 TO STA. 13+20 |
| C3.3 | GEOMETRY PLAN - STA. 13+20 TO STA. 19+80 |
| C4.0 | OVERALL PAVING, GRADING AND DRAINAGE PLAN |
| C4.1 | PAVING, GRADING AND DRAINAGE PLAN - STA. 0+00 TO STA. 6+60 |
| C4.2 | PAVING, GRADING AND DRAINAGE PLAN - STA. 6+60 TO STA. 13+20 |
| C4.3 | PAVING, GRADING AND DRAINAGE PLAN - STA. 13+20 TO STA. 19 |
| C4.4 - C4.7 | ROADWAY CROSS SECTIONS |
| C4.8 - C4.9 | ROADWAY HALF SECTIONS |
| C4.10 | INTERSECTION IMPROVEMENT PLAN SAMS AVENUE |
| C7.0 | TTCP GENERAL NOTES AND PHASING NOTES |
| C7.1 | TTCP TYPICAL SECTIONS |
| C7.2 - C7.3 | TTCP PHASE DETOURS |





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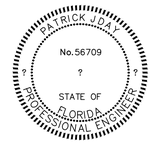
PLAN INDEX


| | |
|---|---|
| C1.1 | SIGNATURE SHEET |
| C5.0 | OVERALL STRIPING AND SIGNAGE PLAN |
| C5.1 | STRIPING AND SIGNAGE PLAN - STA. 0+00 TO STA. 6+60 |
| C5.2 | STRIPING AND SIGNAGE PLAN - STA. 6+60 TO STA. 13+20 |
| C5.3 | STRIPING AND SIGNAGE PLAN - STA. 13+20 TO STA. 19+80 |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PATRICK J. DAY, P.E. NO. 56709

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

PLAN INDEX


| | |
|---|---|
| C1.1 | SIGNATURE SHEET |
| C6.0 | OVERALL UTILITIES PLAN |
| C6.1 | UTILITIES PLAN AND PROFILE - STA. 0+00 TO STA. 6+60 |
| C6.2 | UTILITIES PLAN AND PROFILE - STA. 6+60 TO STA. 13+20 |
| C6.3 | UTILITIES PLAN AND PROFILE - STA. 13+20 TO STA. 19+80 |
| C6.4 - C6.6 | UTILITY DETAILS |





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HAUBER DESIGN ASSOCIATES, LLC.
POST OFFICE BOX 917842
LONGWOOD, FL 32719
SHARON KAY HAUBER, PLA NO. 0001211

THE ABOVE NAMED PROFESSIONAL LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH

PLAN INDEX


| | |
|---|---|
| C1.1 | SIGNATURE SHEET |
| H1.1 | HARDSCAPE SHEET INDEX PLAN |
| H1.2 - H1.7 | HARDSCAPE PLAN WALK & PLANTER LAYOUT |
| H1.8 | HARDSCAPE NOTES & DETAIL |
| L1.1 | LANDSCAPE SHEET INDEX PLAN |
| L1.2 - L1.5 | LANDSCAPE PLAN PLANTING PLAN |
| L1.6 | LANDSCAP PLANT LIST & PLANTING DETAILS |
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MOHAMMED MONCEF HADIJI, P.E. NO. 56709

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

PLAN INDEX


| | |
|---|---|
| C1.1 | SIGNATURE SHEET |
| E001 | ELECTRICAL SYMBOLS, LEGEND AND INDEX |
| E002 | ELECTRICAL NOTES |
| E100 | ELECTRICAL OVERALL PLAN |
| E101 | ELECTRICAL PLANS - AREA 1 |
| E102 | ELECTRICAL PLANS - AREA 2 |
| E103 | ELECTRICAL PLANS - AREA 3 |
| E104 | ELECTRICAL PLANS - AREA 4 |
| E105 | ELECTRICAL PLANS - SERVICE LOCATION |
| E501 | ELECTRICAL SCHEDULES & ONE-LINE DIAGRAM |
| E601 | ELECTRICAL DETAILS |
| E602 | ELECTRICAL CUTSHEETS |


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CONSTRUCTION PLANS FOR
# WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

## SIGNATURE SHEET

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: NONE
DATE: JUNE, 2024
DRAWING: **C1.1**

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## SUMMARY OF PAY ITEMS

| ITEM NO. | DESCRIPTION | UNIT | QUANTITY |
|---|---|---|---|
| 0101 1 | MOBILIZATION | LS | 1 |
| 0102 1 | MAINTENANCE OF TRAFFIC | LS | 1 |
| 0102 99 | PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY | ED | 350 |
| 0104 10 3 | SEDIMENT BARRIER | LF | 1180 |
| 0104 18 | INLET PROTECTION SYSTEM | EA | 30 |
| 0107 1 | LITTER REMOVAL | AC | 1.02 |
| 0108 2 | MONITOR EXISTING STRUCTURES- VIBRATION MONITORING | LS | 1 |
| 0110 1 1 | CLEARING & GRUBBING | AC | 0.71 |
| 0110 4 10 | REMOVAL OF EXISTING CONCRETE | SY | 1,893 |
| 0110 7 1 | MAILBOX, F&I SINGLE | EA | 4 |
| 0120 1 | REGULAR EXCAVATION | CY | 2,766.0 |
| 0120 6 | EMBANKMENT | CY | 684.0 |
| 0160 4 | TYPE B STABILIZATION | SY | 1,165 |
| 0285702 | OPTIONAL BASE, BASE GROUP 2 | SY | 26 |
| 0285706 | OPTIONAL BASE, BASE GROUP 6 | SY | 388 |
| 0327 70 6 | MILLING EXIST ASPH PAVT. 1 1/2" AVG DEPTH | SY | 5,725 |
| 0334 1 12 | SUPERPAVE ASPHALTIC CONC, TRAFFIC B | TN | 449.9 |
| 0337 7 81 | ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22 | TN | 505.4 |
| 0425 1201 | INLETS, CURB, TYPE 9, <10' | EA | 27 |
| 0425 1711 | INLETS, GUTTER, TYPE V, <10' | EA | 1 |
| 0425 2 41 | MANHOLES, P-7, <10' | EA | 3 |
| 0425 2 61 | MANHOLES, P-8, <10' | EA | 2 |
| 0430175115 | PIPE CULV, OPT MATL, ROUND,15"S/CD | LF | 214 |
| 0430174115 | PIPE CULV, OPT MATL, ROUND,15"SD | LF | 890 |
| 0430175118 | PIPE CULV, OPT MATL, ROUND,18"S/CD | LF | 328 |
| 0430174118 | PIPE CULV, OPT MATL, ROUND,18"SD | LF | 239 |
| 0430 963 1 | PVC FOR BACK OF SIDEWALK. 4" | LF | 44 |
| 0515 1 2 | PIPE HANDRAIL - GUIDERAIL, ALUMINUM | LF | 17 |
| 0519078 | BOLLARDS | EA | 5 |
| 0520 1 XX | CONCRETE CURB & GUTTER, TYPE F, MODIFIED | LF | 3,576 |
| 0520 1 10 | CONCRETE CURB & GUTTER, TYPE F | LF | 12 |
| 0520 2 1 | CONCRETE CURB, TYPE A | LF | 78 |
| 0520 2 4 | CONCRETE CURB, TYPE D | LF | 44 |
| 0520 3 | VALLEY GUTTER- CONCRETE | LF | 44 |
| 0522 2 | CONCRETE SIDEWALK AND DRIVEWAYS, 6" | SY | 2,571 |
| 0527 2 | DETECTABLE WARNINGS | SF | 328 |
| 0550 10 XXX | FENCING | LF | 441 |
| 0570 1 2 | PERFORMANCE TURF, SOD | SY | 1,537 |
| 0630 2 11 | CONDUIT, F& I, OPEN TRENCH | LF | 40 |
| 0630 2 12 | CONDUIT, F& I, DIRECTIONAL BORE | LF | 140 |
| 0632 7 2 | SIGNAL CABLE, REPAIR/REPL-FUR & INSTALL | LF | 180 |
| 0635 2 11 | PULL & SPLICE BOX, F&I, 13" x 24" | EA | 8 |

## SUMMARY OF PAY ITEMS

| ITEM NO. | DESCRIPTION | UNIT | QUANTITY |
|---|---|---|---|
| 0654 2 22 | MID BL: RECT RAPID FL BCN, F&I SOL, BB | AS | 8 |
| 0700 1 11 | SINGLE POST SIGN, F&I GM, <12 SF | AS | 24 |
| 0700 1 12 | SINGLE POST SIGN, F&I GM, 12-20 SF | AS | 2 |
| 0700 1 60 | SINGLE POST SIGN, REMOVE | AS | 13 |
| 0700 3401 | SIGN PANEL, INSTALL, UP TO 12 SF | EA | 1 |
| 0700 3501 | SIGN PANEL, RELOCATE, UP TO 12 SF | EA | 14 |
| 0700 15 2 | IN-STREET SIGN ASSEMBLY, F& I- FIXED BASE CONNECTION | EA | 6 |
| 0706 1 3 | RAISED PAVMT MARK, TYPE B | EA | 149 |
| 0710 90 | PAINTED PAVEMENT MARKINGS, FINAL SURFACE | LS | 1 |
| 0711 11125 | THERMOPLASTIC, STD, WHITE, SOLID, 24" | LF | 204 |
| 0711 11141 | THERMOPLASTIC, STD, WHITE, DOT GUIDE, 6" | GM | 0.022 |
| 0711 11170 | THERMOPLASTIC, STD, WHITE, ARROW | EA | 2 |
| 0711 11180 | THERMOPLASTIC, STD, WHITE, YIELD LINE | LF | 15 |
| 0711 11224 | THERMOPLASTIC, STD, YELLOW, SOLID, 18" | LF | 125 |
| 0711 14123 | THERMOPLASTIC, PREFORM, WHITE, SOLID,12" | LF | 837 |
| 0711 14125 | THERMOPLASTIC, PREFORM, WHITE, SOLID,24" | LF | 567 |
| 0711 14160 | THERMOPLASTIC, PREFORMED, WHITE, MESSAGE | EA | 11 |
| 0711 16101 | THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6" | GM | 0.505 |
| 0711 16201 | THERMOPLASTIC, STD-OTH,YELLOW, SOLID, 6" | GM | 0.715 |
| 1050 16004 | Remove & dispose existing waterline | LF | 1800 |
| 1050 31 206 | Utility Pipe- PVC, F&I, Water/Sewer, 6" | LF | 202 |
| 1050 31 208 | Utility Pipe- PVC, F&I, Water/Sewer, 8" | LF | 2135 |
| 1050 41 201 | UTILITY PIPE- POLYETHYLENE, F&I, WATER/SEWER, 1" | LF | 200 |
| 1050 41 202 | UTILITY PIPE- POLYETHYLENE, F&I, WATER/SEWER, 2" | LF | 90 |
| 1050 41 210 | UTILITY PIPE- POLYETHYLENE, F&I, WATER/SEWER, 10" | LF | 180 |
| 1055 31 106 | UTILITY FITTINGS FOR PVC PIPE, F&I, ELBOW, 6" | EA | 4 |
| 1055 31 108 | UTILITY FITTINGS FOR PVC PIPE, F&I, ELBOW, 8" | EA | 40 |
| 1055 31 206 | Utility Fittngs. for DI, DI/CI, F&I Tee, 6" | EA | 1 |
| 1055 31 208 | Utility Fittngs. for DI, DI/CI, F&I Tee, 8" | EA | 13 |
| 1055 31 312 | Utility Fittngs. for DI, DI/CI, F&I, reducer, 8" | EA | 8 |
| 1080 23 102 | Utility Fixt., Tapping Sad./slv., F&I 2" | EA | 17 |
| 1080 23 112 | Utility Fixt., Tapping Sad./slv., F&I 12" | EA | 1 |
| 1080 24 102 | 2" Gate valve | EA | 1 |
| 1080 24 104 | 4" Gate valve | EA | 3 |
| 1080 24 106 | 6" Gate valve | EA | 5 |
| 1080 24 108 | 8" Gate valve | EA | 21 |
| 1080 26 102 | UTILITY FIXTURE, VAC/AIR ASSEMBLY, FURNISH & INSTALL 2" | EA | 2 |
| 1080 27 102 | UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 2" | EA | 3 |
| 1080 27 106 | UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 6" | EA | 5 |
| 1080 27 108 | UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 8" | EA | 1 |
| 1644 116 08 | FIRE HYDRANT, STD, F&I, 2 WAY, FLUSH TYPE, 1 HOSE, 1 PUMPER, 6" | EA | 7 |
| 1644 90 0 | FIRE HYDRANT, REMOVE | EA | 1 |

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**SUMMARY OF PAY ITEMS**

Barry T. White, P.E.
State of Florida # 89071

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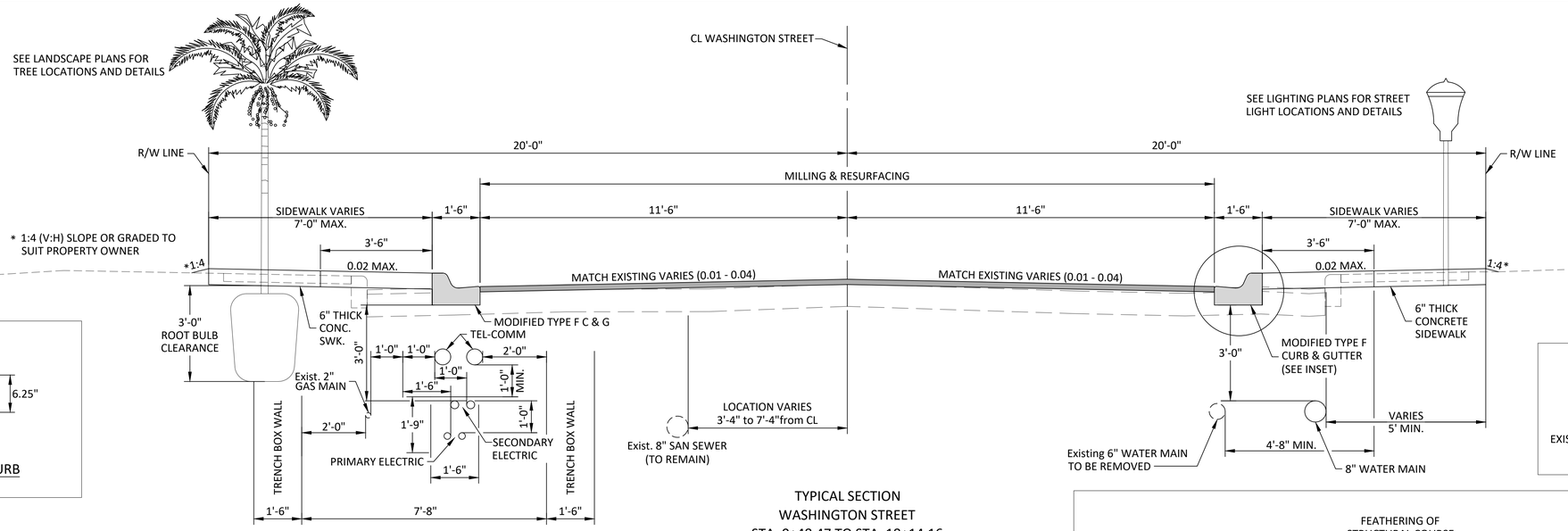
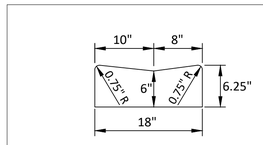
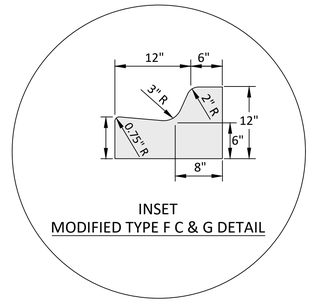
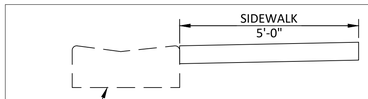



MODIFIED DROP CURB




INSET
MODIFIED TYPE F C & G DETAIL




BACK OF SIDEWALK CURB
STA. 0+48.69 TO STA. 0+56.91

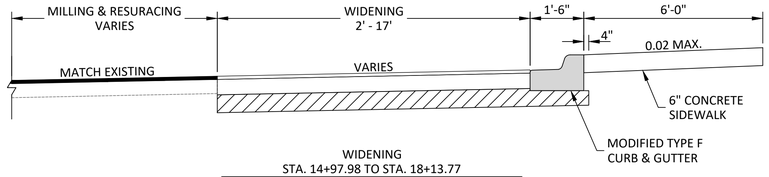
TYPICAL SECTION
WASHINGTON STREET
STA. 0+48.47 TO STA. 18+14.16

MILLING
MILL EXISTING ASPHALT PAVEMENT (1.5" AVG. DEPTH)

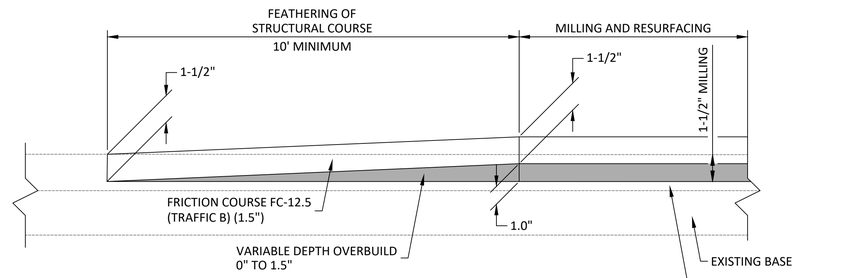
RESURFACING
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC B) (1")
AND FRICTION COURSE FC-12.5 (TRAFFIC B) (1.5")
**OVERBUILD TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC B) THICKNESS VARIES

**SEE OVERBUILD DETAILS

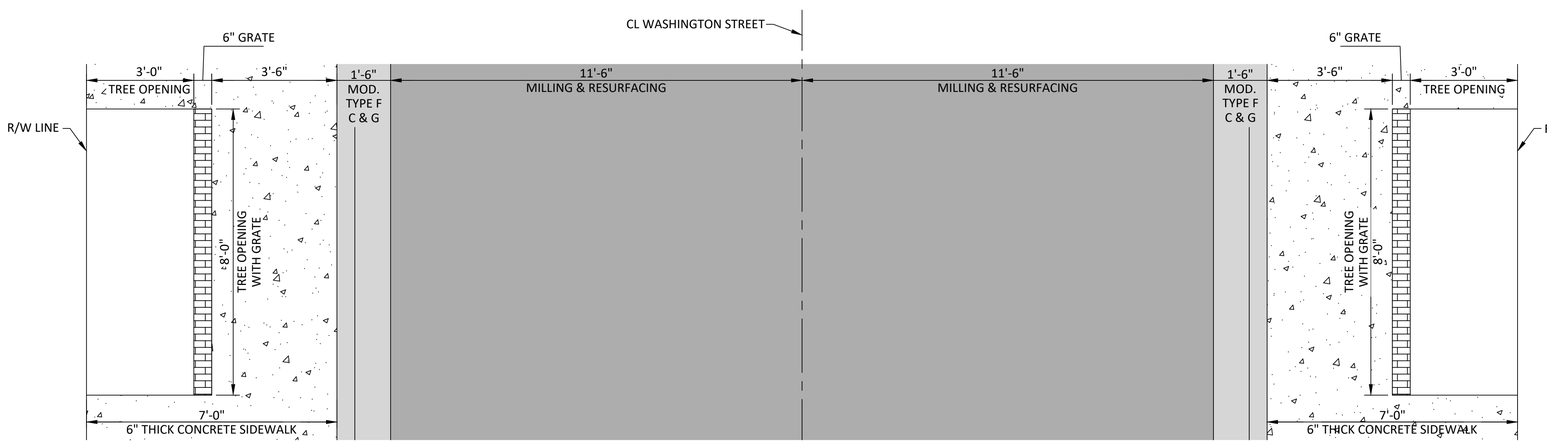
RECONSTRUCTION
6" STABILIZED SUB GRADE (98% MAX. DRY DENSITY)
OPTIONAL BASE GROUP 6 WITH
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC B) (2")
AND FRICTION COURSE FC-12.5 (TRAFFIC B) (1.5")




WIDENING
STA. 14+97.98 TO STA. 18+13.77
6" STABILIZED SUB GRADE (98% MAX. DRY DENSITY)
OPTIONAL BASE GROUP 6 WITH
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC B) (2")
AND FRICTION COURSE FC-12.5 (TRAFFIC B) (1.5")




MILLING DETAIL
STA. 0+48.47, STA. 18+14.16 AND SIDE STREETS




TYPICAL PLAN
WASHINGTON STREET
STA. 0+48.47 TO STA. 18+14.16

NOTES:
1. SEE LANDSCAPE PLANS FOR TREE PLACEMENT AND TREE OPENING AND GRATE DETAILS
2. THE CONTRACTOR MUST FOLLOW THE CONCRETE SCORING PATTERN AND DETAILS PROVIDED IN THE LANDSCAPING PLANS

| REVISIONS | | | | REVISIONS | | | |
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CONSTRUCTION PLANS FOR
**WASHINGTON STREET ROADWAY IMPROVEMENTS**
CITY OF NEW SMYRNA BEACH, FLORIDA

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**ROADWAY TYPICAL SECTION**

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
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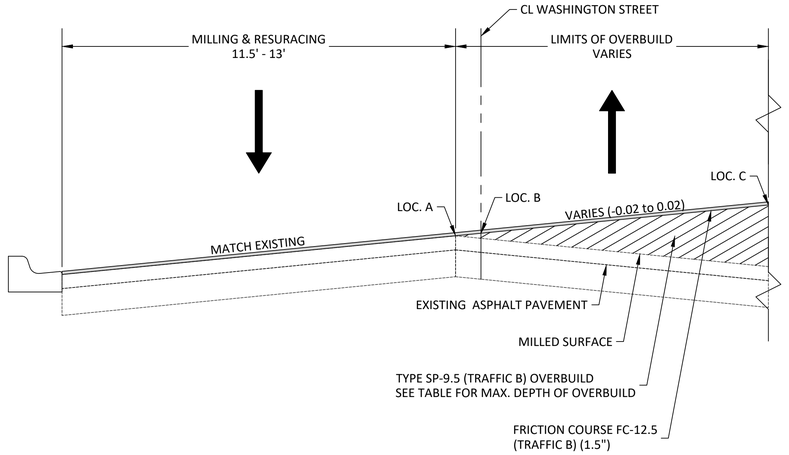


WASHINGTON STREET
OVERBUILD DETAILS
NTS

| STATION | OVERBUILD DETAILS | | | | | | | | | END AREA | TONNAGE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | EASTBOUND WASHINGTON STREET FROM SAMS AVENUE TO N RIVERSIDE DRIVE | | | | | | | | | | |
| | THICKNESS AT LOC. A | WIDTH OF OVERBUILD | EXISTING CROSS SLOPE | PROPOSED CROSS SLOPE | THICKNESS AT LOC. B | WIDTH OF OVERBUILD | EXISTING CROSS SLOPE | PROPOSED CROSS SLOPE | THICKNESS AT LOC. C | | |
| | IN. | FT. | % | % | IN. | FT. | % | % | IN. | S.F. | TN. |
| 14+50.00 | 0.00 | – | – | – | 0.00 | – | – | – | 0.00 | 0.0 | 0.00 |
| 15+00.00 | 0.00 | 1.1 | −1.5 | 4.1 | 0.72 | 15.3 | −1.5 | −1.0 | 1.50 | 1.5 | 2.66 |
| 15+25.00 | 0.00 | 4.0 | −1.0 | 3.9 | 2.34 | 27.4 | −0.1 | −0.5 | 0.96 | 4.1 | 5.09 |
| 15+50.00 | 0.00 | 2.7 | −1.0 | 3.0 | 1.62 | 23.6 | −1.0 | 0.0 | 1.08 | 5.0 | 8.35 |
| 16+00.00 | 0.00 | 0.0 | 1.0 | 1.0 | 0.00 | 13.9 | 1.0 | 1.0 | 0.00 | 0.0 | 9.17 |
| 16+50.00 | 0.00 | 13.0 | −1.0 | 2.0 | 4.44 | 8.4 | −1.0 | 2.0 | 6.96 | 6.5 | 11.83 |
| 17+00.00 | 0.00 | 0.9 | −1.0 | 2.0 | 0.30 | 17.5 | −1.0 | 2.0 | 5.76 | 4.4 | 19.89 |
| 17+50.00 | 0.00 | 2.6 | −1.0 | 3.0 | 0.60 | 16.7 | −1.0 | 0.0 | 2.46 | 2.3 | 12.19 |
| 18+00.00 | 0.00 | 10.4 | −2.0 | −2.0 | 0.00 | 11.0 | −2.0 | −2.0 | 0.00 | 0.0 | 4.13 |
| | | | | | | | | | | TOTAL = | 73.3 |

NOTE:
THICKNESS VALUES IN THE OVERBUILD TABLE ARE FOR INFORMATIONAL PURPOSES ONLY. QUANTITIES MAY VARY BASED ON FIELD CONDITIONS AT TIME OF CONSTRUCTION.

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**ROADWAY TYPICAL SECTION DETAILS**

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
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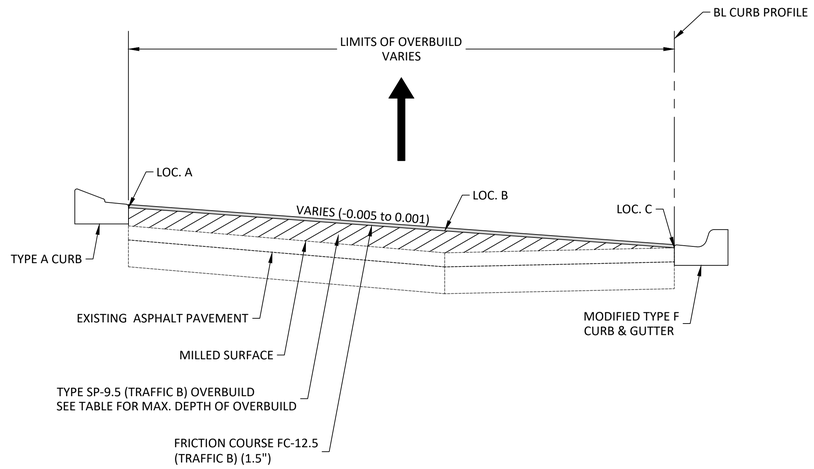


SAMS AVENUE
OVERBUILD DETAILS
NTS

SEE GRADING DETAILS ON INTERSECTION IMPROVEMENT PLAN SHEET

| STATION | OVERBUILD DETAILS | | | | | | | | | END AREA | TONNAGE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | SAMS AVENUE RIGHT TURN LANE ONTO EASTBOUND WASHINGTON STREET | | | | | | | | | | |
| | THICKNESS AT LOC. A | WIDTH OF OVERBUILD | EXISTING CROSS SLOPE | PROPOSED CROSS SLOPE | THICKNESS AT LOC. B | WIDTH OF OVERBUILD | EXISTING CROSS SLOPE | PROPOSED CROSS SLOPE | THICKNESS AT LOC. C | | |
| | IN. | FT. | % | % | IN. | FT. | % | % | IN. | S.F. | TN. |
| 200+00.00 | 0.00 | – | – | – | 0.00 | – | – | – | 0.00 | 0.0 | 0.00 |
| 200+15.18 | 6.18 | 14.3 | 0.2 | −0.5 | 5.04 | 4.6 | −0.4 | −0.5 | 5.04 | 8.6 | 4.79 |
| 200+30.47 | 5.94 | 12.3 | −0.6 | −0.5 | 6.06 | 1.4 | 6.5 | −0.5 | 4.98 | 6.8 | 8.63 |
| 200+45.13 | 0.72 | 3.2 | −1.2 | 0.1 | 1.26 | 13.4 | 0.9 | 0.1 | 0.00 | 0.9 | 4.15 |
| | | | | | | | | | | TOTAL = | 17.6 |

NOTE:
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**ROADWAY TYPICAL SECTION DETAILS**

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## GENERAL NOTES

1. ELEVATIONS SHOWN ON THE PLANS ARE BASED OF NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

2. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT (NAD83/1990) AND ARE BASED ON THE PUBLISHED VALUES OF A NATIONAL GEODETIC SURVEY MONUMENT STAMPED, "T212 RESET 1969".

3. THE ELEVATIONS SHOWN HEREON ARE BASED ON A COASTAL GEODETIC SURVEY (CGS) MONUMENT STAMPED, "D 212 1963", ELEVATION = 10.93 FEET AS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

4. UNLESS OTHERWISE SPECIFIED, ALL WORK SHALL BE PERFORMED CONSISTENT WITH THE FOLLOWING SPECIFICATIONS:

- SJRWMD
- FDOH (WATER)
- FDEP
- FDOT
- CITY OF NEW SMYRNA BEACH
- NEW SMYRNA BEACH UTILITIES
- FDOT STANDARD PLANS - FY 2024-25

5. THIS DESIGN HAS BEEN BASED UPON GROUND-RUN TOPOGRAPHIC SURVEYS BY ALLEN ENGINEERING, INC. GEOTECHNICAL EVALUATION HAS BEEN PERFORMED BY GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC. DRMP, INC. MAKES NO ASSURANCES REGARDING THE ACCURACY OF EITHER SUCH EVALUATION.

6. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE, INCLUDING ALL SURFACE AND SUBSURFACE CONDITIONS, THE WORK REQUIRED AND ALL OTHER CONDITIONS THAT MAY AFFECT THE SUCCESSFUL COMPLETION OF THE JOB PRIOR TO COMMENCEMENT OF WORK.

7. THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND PERMIT CONDITIONS BEARING ON THE CONDUCT OF THE WORK, AS DRAWN AND SPECIFIED. IF THE CONTRACTOR OBSERVES THAT THE DRAWINGS AND SPECIFICATIONS ARE AT VARIANCE THEREWITH, HE SHALL PROMPTLY NOTIFY THE ENGINEER, IN WRITING, AND ANY NECESSARY CHANGES SHALL BE ADJUSTED, AS PROVIDED IN THE AGREEMENT FOR CHANGES IN THE WORK.

8. THE CONTRACTOR SHALL BE RESPONSIBLE TO THE CITY OF NEW SMYRNA BEACH (OWNER) AND THE ENGINEER FOR THE ACTS AND OMISSIONS OF CONTRACTOR'S EMPLOYEES AND ALL HIS SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES AND OTHER PERSONS PERFORMING ANY OF THE WORK UNDER A CONTRACT WITH THE CONTRACTOR.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL NECESSARY ARRANGEMENTS WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, PUBLIC CARRIERS, SERVICE COMPANIES, AND CORPORATIONS OWNING OR CONTROLLING ROADWAYS, RAILWAYS, WATER, SEWER, GAS, ELECTRICAL, TELEPHONE, AND TELEGRAPH FACILITIES SUCH AS PAVEMENTS, TRACKS, PIPING, WIRES, CABLES, CONDUITS, POLES, GUYS, OR OTHER SIMILAR FACILITIES, INCLUDING INCIDENTAL STRUCTURES CONNECTED THEREWITH THAT ARE ENCOUNTERED IN THE WORK IN ORDER THAT SUCH ITEMS MAY BE PROPERLY SUPPORTED, PROTECTED OR LOCATED.

10. UNLESS OTHERWISE SPECIFIED IN THE GENERAL CONDITIONS, ALL CONSTRUCTION IS TO BE GOVERNED BY THE PLANS, APPLICABLE PERMITS, AND SPECIFICATIONS HEREIN, AND ALL APPLICABLE FEDERAL, STATE AND LOCAL BUILDING AND SAFETY CODES, LAWS AND ORDINANCES.

11. PRIOR TO PERFORMING ANY WORK WITHIN ANY PUBLIC OR UTILITY RIGHT-OF-WAY, CONTRACTOR SHALL OBTAIN AUTHORIZATION AND PERMIT FROM JURISDICTION RESPONSIBLE FOR SUCH RIGHT-OF-WAY. IN ADDITION, CONTRACTOR SHALL OBTAIN GAS I.D. NUMBER FROM LOCAL GAS COMPANY AND NOTIFY UNDERGROUND UTILITIES, NOTIFICATION CENTER AT 1-800-432-4770 AT LEAST 72 HOURS PRIOR TO START OF WORK.

12. IN THE EVENT THE CONTRACTOR DISCOVERS ANY ERRORS OR OMISSIONS IN THE PLANS HE SHALL IMMEDIATELY NOTIFY THE OWNER OR OWNER'S AGENT.

13. CONTRACTOR SHALL PRESERVE AND PROTECT ALL PERMANENT REFERENCE MONUMENTS, PERMANENT CONTROL POINTS, PERMANENT BENCH MARKS AND PROPERTY CORNERS. IN THE EVENT THE MONUMENTS, POINTS OR MARKERS ARE DISTURBED THE CONTRACTOR SHALL EMPLOY A FLORIDA REGISTERED LAND SURVEYOR TO RESET OR REPLACE THEM.

14. THE OWNER, OWNER'S AGENT AND INSPECTORS OF APPLICABLE GOVERNMENT JURISDICTIONS, SHALL AT ALL TIMES HAVE ACCESS TO THE WORK WHEREVER AND WHENEVER IT IS IN PREPARATION OR PROGRESS; AND THE CONTRACTOR SHALL PROVIDE PROPER FACILITIES FOR SUCH ACCESS AND FOR THE INSPECTION.

15. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE ALL REASONABLE AND PRUDENT PRECAUTIONS TO INSURE THAT ALL COMPLETED WORK, MATERIALS AND EQUIPMENT STORED ON SITE ARE SAFE AND SECURED FROM UNAUTHORIZED ACCESS OR USE. SUCH PRECAUTIONS MAY INCLUDE INSTALLATION OF SIGNS, FENCES, OR POSTING OF SECURITY GUARDS.

16. CONTRACTOR SHALL, AT ALL TIMES, UTILIZE ALL NORMALLY ACCEPTED AND REASONABLY EXPECTED SAFETY PRACTICES AND COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS, ORDINANCES AND GUIDELINES PERTAINING TO SAFE UTILIZATION OF EQUIPMENT OR MATERIALS AS PUBLISHED BY MANUFACTURER.

17. PRIOR TO INITIATING ANY EXCAVATION (INCLUDING BUT NOT LIMITED TO TUNNELS, DITCHES, STORM WATER PONDS, CANALS, ARTIFICIAL LAKES) CONTRACTOR SHALL INSTALL FENCES AND TAKE ALL OTHER REASONABLE AND PRUDENT STEPS TO INSURE THAT ACCESS TO EXCAVATION BY UNAUTHORIZED PERSONNEL IS PREVENTED.

18. CONTRACTOR SHALL COMPLY IN EVERY RESPECT WITH THE PROVISIONS OF THE FLORIDA STATE TRENCH SAFETY ACT.

19.1 THE CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONS FOR THE SAFETY OF, AND SHALL PROVIDE ALL REASONABLE PROTECTION TO PREVENT DAMAGE, INJURY OR LOSS TO:

A. ALL EMPLOYEES ON THE WORK AND ALL OTHER PERSONS WHO MAY BE AFFECTED THEREBY;

B. ALL THE WORK AND ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, WHETHER IN STORAGE ON OR OFF THE SITE, UNDER THE CARE, CUSTODY OR CONTROL OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS;

C. OTHER PROPERTY AT THE SITE OR ADJACENT THERETO, INCLUDING TREES, SHRUBS, LAWNS, WALKS, PAVEMENTS, ROADWAY, STRUCTURES AND UTILITIES NOT DESIGNATED FOR DEMOLITION IN THE COURSE OF CONSTRUCTION.

19.2 THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY CODES AND WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC, QUASI PUBLIC OR OTHER AUTHORITY HAVING JURISDICTION FOR THE SAFETY OF PERSONS OR PROPERTY OR FOR THEIR PROTECTION AGAINST DAMAGE, INJURY OR LOSS, OR DESIGNED TO PROTECT THE ENVIRONMENT. THE CONTRACTOR SHALL ERECT AND MAINTAIN, AS REQUIRED BY EXISTING CONDITIONS AND PROGRESS OF THE WORK, ALL REASONABLE SAFEGUARDS FOR SAFETY AND PROTECTION, INCLUDING POSTING DANGER SIGNS AND OTHER WARNINGS AGAINST HAZARDS, PROMULGATING SAFETY REGULATIONS AND NOTIFYING OWNERS AND USERS OF ADJACENT UTILITIES OF THE EXISTENCE OF HAZARDS AND OF THE SAFETY REGULATIONS.

19.3 ALL DAMAGE OR LOSS TO ANY PROPERTY REFERRED TO IN CLAUSE 19.1 (C) CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, A SUBCONTRACTOR, OR BY ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, SHALL BE REMEDIED BY THE CONTRACTOR, EXCEPT DAMAGE OR LOSS PROPERLY ATTRIBUTABLE SOLELY TO THE ACTS OR OMISSIONS OF THE OWNER, OR THE ENGINEER OR ANYONE EMPLOYED BY THEM, OR FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, AND NOT PROPERLY ATTRIBUTABLE IN WHOLE OR IN PART, TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

19.4 UNTIL FINAL ACCEPTANCE OF THE WORK BY OWNER, THE CONTRACTOR SHALL HAVE THE CHARGE AND CARE OF AND SHALL BEAR THE RISK OF INJURY OR DAMAGE, LOSS OR EXPENSE TO ANY PART THEREOF, OR TO ANY MATERIALS STORED ON SITE, BY THE ACTION OF THE ELEMENTS OR FROM ANY OTHER CAUSE WHETHER ARISING FROM THE EXECUTION OR NON-EXECUTION OF THE WORK. THE CONTRACTOR SHALL REBUILD, REPAIR, RESTORE AND MAKE GOOD ALL INJURIES OR DAMAGES TO ANY PORTION OF THE WORK OCCASIONED BY ANY OF THE ABOVE CAUSES BEFORE FINAL ACCEPTANCE AND SHALL BEAR THE EXPENSES THEREOF.

19.5 THOSE PARTS OF WORK IN PLACE WHICH ARE SUBJECT TO DAMAGE BECAUSE OF OPERATIONS BEING CARRIED ON ADJACENT THERETO SHALL BE COVERED, BOARDED UP OR SUBSTANTIALLY ENCLOSED WITH ADEQUATE PROTECTION BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.

19.6 ADEQUATE TRAFFIC CONTROL, BARRICADES AND FLAGMAN SERVICES SHALL BE FURNISHED AND MAINTAINED BY THE CONTRACTOR AT ALL POINTS WHERE CONVEYING EQUIPMENT ENGAGED ON THE WORK REGULARLY ENTERS ONTO OR CROSSES TRAFFIC-CARRYING ROADS.

20.1 THE CONTRACTOR SHALL COMPLY IN EVERY RESPECT WITH THE FEDERAL OCCUPATIONAL HEALTH AND SAFETY ACT OF 1970 AND ALL RULES AND REGULATIONS NOW OR HEREAFTER IN EFFECT UNDER SAID ACT, AND THE CONTRACTOR FURTHER AGREES TO COMPLY WITH ANY AND ALL APPLICABLE STATE LAWS AND REGULATIONS PERTAINING TO JOB SAFETY AND HEALTH.

20.2 THE CONTRACTOR SHALL PROTECT AND KEEP OWNER (INCLUDING THEIR AGENTS AND EMPLOYEES) FREE AND HARMLESS FROM ANY AND ALL LIABILITY, PUBLIC OR PRIVATE, PENALTIES, CONTRACTUAL OR OTHERWISE, LOSSES, DAMAGES, COSTS, ATTORNEY'S FEES, EXPENSES, CAUSES OF ACTION, CLAIMS OR JUDGMENTS RESULTING FROM THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AS AMENDED OR ANY RULE OR REGULATION PROMULGATED THEREUNDER OR OF ANY STATE LAWS OR REGULATIONS PERTAINING TO JOB SAFETY AND HEALTH ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF WORK OR WORK TO BE PERFORMED UNDER THIS CONTRACT, AND CONTRACTOR SHALL INDEMNIFY OWNER FROM ANY SUCH CLAIMS, PENALTIES, SUITS OR ACTIONS, PUBLIC OR PRIVATE, ADMINISTRATIVE OR JUDICIAL, INCLUDING ATTORNEY'S FEES PAID OR INCURRED BY OR ON BEHALF OF OWNER, JOINTLY OR SEVERALLY, AND/OR THEIR AGENTS AND EMPLOYEES. THE CONTRACTOR FURTHER AGREES, IN THE EVENT OF A CLAIMED VIOLATION OF ANY FEDERAL OR STATE SAFETY AND HEALTH LAW OR REGULATION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF WORK OR WORK TO BE PERFORMED UNDER THIS CONTRACT, OWNER MAY IMMEDIATELY TAKE WHATEVER ACTION IS DEEMED NECESSARY BY OWNER TO REMEDY THE CLAIMED VIOLATION. ANY AND ALL COSTS OR EXPENSES PAID OR INCURRED BY OWNER IN TAKING SUCH ACTION SHALL BE BORNE BY CONTRACTOR, AND CONTRACTOR AGREES TO PROTECT, HOLD HARMLESS AND INDEMNIFY OWNER AGAINST ANY AND ALL SUCH COSTS OR EXPENSES.

21. ALL WORK PERFORMED UNDER THE CONTRACT, AND ALL EQUIPMENT, APPLIANCES, TOOLS AND LIKE ITEMS USED IN THE WORK SHALL CONFORM TO APPLICABLE SAFETY CODES AND REGULATIONS OF ANY PUBLIC OR OTHER AUTHORITY HAVING JURISDICTION. IN THE EVENT OF CONFLICTING REQUIREMENTS, THE MORE STRINGENT INTERPRETATION OR REGULATION SHALL GOVERN.

22. THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT AN EROSION CONTROL PLAN TO MINIMIZE EROSION AND INSURE FUNCTIONING OF STORMWATER MANAGEMENT SYSTEM UPON COMPLETION OF CONSTRUCTION.

23.1 CONTRACTOR AND ITS SUBCONTRACTORS SHALL USE, HANDLE, TRANSPORT, AND DISPOSE OF ALL HAZARDOUS MATERIALS (AS DEFINED PARAGRAPH 20.8) IN COMPLIANCE WITH ALL PRESENT FEDERAL, STATE AND LOCAL ENVIRONMENTAL, HEALTH OR SAFETY LAW, INCLUDING, BUT NOT LIMITED TO, ALL SUCH STATUTES, REGULATIONS, RULES, ORDINANCES, CODES, AND RULES OF COMMON LAW.

23.2 CONTRACTOR FURTHER AGREES THAT CONTRACTOR AND ITS SUBCONTRACTORS SHALL NOT CAUSE THE DISCHARGE, RELEASE OR DISPOSAL OF ANY HAZARDOUS MATERIAL CREATED BY ITS WORK ON OR ABOUT THE JOB SITE. IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH SPILL ON PERSONS OR PROPERTY.

23.3 CONTRACTOR AND ITS SUBCONTRACTORS SHALL, UPON COMPLETION OF PERFORMANCE OF ALL DUTIES UNDER THIS CONTRACT, REMOVE ALL SUPPLIES, MATERIALS, AND WASTE CONTAINING AND HAZARDOUS MATERIAL FROM THE JOB SITE. CONTRACTOR SHALL BEAR FULL FINANCIAL RESPONSIBILITY, AS BETWEEN THE PARTIES OF THIS CONTRACT, FOR THE COMPLIANCE OF CONTRACTOR AND ITS SUBCONTRACTORS WITH THE PROVISIONS OF PARAGRAPH 23.7.

23.4 CONTRACTOR AGREES TO INDEMNIFY, DEFEND, PROTECT AND HOLD THE OWNER HARMLESS FROM AND AGAINST ANY CLAIMS INCLUDING, WITHOUT LIMITATION, ACTUAL ATTORNEY'S FEES AND ANY COSTS OF INVESTIGATION, SOILS TESTING, GOVERNMENTAL APPROVALS, REMEDIATION AND CLEANUP ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FAILURE OF CONTRACTOR OR ITS SUBCONTRACTORS, OR THEIR AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES, TO COMPLY WITH THE TERMS OF THIS ARTICLE 23.

23.5 SHOULD CONTRACTOR OR ITS SUBCONTRACTORS DISCHARGE, RELEASE OR DISPOSE OF ANY HAZARDOUS MATERIAL ON OR ABOUT THE JOB SITE IN VIOLATION OF THIS PARAGRAPH, CONTRACTOR SHALL IMMEDIATELY SO INFORM OWNER IN WRITING. IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH SPILL ON PERSONS OR PROPERTY.

23.6 IN THE EVENT CONTRACTOR OR ITS SUBCONTRACTORS ENCOUNTER ON THE PREMISES ANY PIPELINE, UNDERGROUND STORAGE TANK OR OTHER CONTAINER, OF ANY KIND, THAT MAY CONTAIN A HAZARDOUS MATERIAL, OR ENCOUNTER MATERIAL REASONABLY BELIEVED TO BE A HAZARDOUS MATERIAL, CONTRACTOR SHALL IMMEDIATELY STOP WORK IN THE AREA AFFECTED AND REPORT THE CONDITION TO OWNER IN WRITING.

23.7 IF CONTRACTOR OR ITS SUBCONTRACTORS DO NOT COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH, OWNER MAY, BUT IS NOT OBLIGATED TO, GIVE WRITTEN NOTICE OF VIOLATION TO CONTRACTOR. SHOULD CONTRACTOR OR ITS SUBCONTRACTORS FAIL TO COMPLY WITH THE REQUIREMENTS OF THE PARAGRAPH WITHIN TWENTY-FOUR (24) HOURS FROM THE TIME OWNER ISSUES SUCH WRITTEN NOTICE OF NONCOMPLIANCE OR WITHIN THE TIME OF AN ABATEMENT PERIOD SPECIFIED BY ANY GOVERNMENTAL AGENCY, WHICHEVER PERIOD IS SHORTER, CONTRACTOR SHALL BE IN MATERIAL DEFAULT OF THIS CONTRACT.

23.8 "HAZARDOUS MATERIAL" MEANS ANY SUBSTANCE: (A) THE PRESENCE OF WHICH REQUIRES INVESTIGATION OR REMEDIATION UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, ORDINANCE, RULE, CODE, ORDER, ACTION, POLICY OR COMMON LAW, OR (B) WHICH IS OR BECOMES DEFINED AS A "HAZARDOUS WASTE," "HAZARDOUS SUBSTANCE," POLLUTANT OR CONTAMINANT UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, RULE OR ORDINANCE OR AMENDMENTS THERETO INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (42 U.S.C. SECTIONS 9601 ET SEQ.) AND/OR THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTIONS 6901 ET SEQ.), OR (C) WHICH IS TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOUS, RADIOACTIVE, CARCINOGENIC, MUTAGENIC, OR OTHERWISE HAZARDOUS AND IS REGULATED BY ANY GOVERNMENTAL AUTHORITY, AGENCY, DEPARTMENT, COMMISSION, BOARD, AGENCY OR INSTRUMENTALITY OF THE UNITED STATES, THE STATE IN WHICH THE PREMISES ARE LOCATED OR ANY POLITICAL SUBDIVISION THEREOF, OR (D) THE PRESENCE OF WHICH ON THE PREMISES CAUSES OR THREATENS TO CAUSE A NUISANCE UPON THE PREMISES OR TO ADJACENT PROPERTIES OR POSES OR THREATENS TO POSE A HAZARD TO THE HEALTH OR SAFETY OF PERSONS ON OR ABOUT THE PREMISES, OR (E) WHICH CONTAINS GASOLINE, DIESEL FUEL OR OTHER PETROLEUM HYDROCARBONS, OR (F) WHICH CONTAINS POLYCHLORINATED BIPHENYLS (PCBS), ASBESTOS, LEAD OR UREA FORMALDEHYDE FOAM INSULATION.

24.1 THE EXISTING UTILITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES AS TO SIZE, LOCATION, AND ELEVATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY AND ALL CONFLICTS PRIOR TO BEGINNING CONSTRUCTION.

24.2 THE CONTRACTOR IS TO FIELD VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONAL INFORMATION OF ALL EXISTING DRAINAGE STRUCTURES AND PIPES PRIOR TO ORDERING, CASTING, OR PLACING PROPOSED DRAINAGE STRUCTURES TO ACCOMMODATE FIELD CONDITIONS

25. THE CONTRACTOR SHOULD EXPECT TO ENCOUNTER COQUINA ROCK AND CONCRETE DIRECTLY BENEATH THE SOIL CEMENT BASE DURING SUBSURFACE EXCAVATION FOR ANY AND ALL PARTS OF CONSTRUCTION ASSOCIATED WITH THIS PROJECT. THIS DOES NOT CONSTITUTE DIFFERING OR UNUSUAL SITE CONDITIONS. THIS SHOULD BE PART OF THE BID PROPOSAL FEE ESTIMATE FOR THE PROJECT AND WILL NOT CONSTITUTE A CHANGE ORDER OF ANY MAGNITUDE IF THE CONTRACTOR ENCOUNTERS COQUINA ROCK.

26. THE CONTRACTOR SHALL BE RESPONSIBLE TO SUBMIT A QUALITY CONTROL PLAN FOR ALL WORK ITEMS THAT WILL REQUIRE QUALITY CONTROL, QUALITY ASSURANCE, MATERIAL VERIFICATION, DENSITY TESTING AND LABORATORY TESTS REQUIRED BY THE CONTRACT SPECIFICATIONS. CONTRACTOR IS TO PAY FOR ALL MATERIAL TESTING WHETHER PASSING RESULTS OR OTHERWISE UNTIL A SATISFACTORY RESULT HAS BEEN ACHIEVED THAT MEETS THE CONTRACT SPECIFICATIONS.

27. AFTER THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL PROVIDE THE OWNER WITH THE CERTIFIED AS-BUILT PLANS, SIGNED AND SEALED BY A LICENSED FLORIDA PROFESSIONAL ENGINEER OR A REGISTERED FLORIDA SURVEYOR / ENGINEER. THE VERSION OF AUTO CAD FILE SHALL BE IN 2021 OR NEWER AND AN ELECTRONIC COPY IN AUTOCAD FORMAT PRIOR TO FINAL ACCEPTANCE.

28. DUE TO THE PRESENCE OF NRHP-ELIGIBLE OR LISTED RESOURCES, THE OLD FORT MOUND (8VO00105) AND THE OLD KING'S ROAD ARCHAEOLOGICAL DISTRICT (8VO00105), NEAR THE EASTERN END OF THE ARCHAEOLOGICAL AREA OF POTENTIAL EFFECT (APE), A SECRETARY OF THE INTERIOR (SOI) QUALIFIED ARCHAEOLOGICAL MUST BE ON SITE TO MONITOR ALL GROUND DISTURBING ACTIVITY IN THE VICINITY OF THE PROJECT LIMITS. DUE TO THE PROXIMITY OF UNMARKED HISTORIC (8VO00255) AND ALL PREHISTORIC (8VO00255) BURIALS IN THE VICINITY OF THE ARCHAEOLOGICAL APE, CONSTRUCTION CREWS ARE REQUIRED TO BE TRAINED ON CHAPTER 872, SECTION 5, OF THE FLORIDA STATUTES AS WELL AS THE NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA).

29. SHOULD PREVIOUSLY UNIDENTIFIED HISTORIC PROPERTIES, OR POTENTIAL EFFECTS TO SUCH PROPERTIES BE DISCOVERED DURING CONSTRUCTION, THE CONTRACTOR AND ITS SUBCONTRACTORS MUST FOLLOW THE PROCEDURES OUTLINED IN STIPULATION IX OF FDOT'S SECTION 106 PROGRAMMATIC AGREEMENT.

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DESIGNED BY ---
DRAWN BY ---
CHECKED BY ---
APPROVED BY ---

DRMP, Inc.
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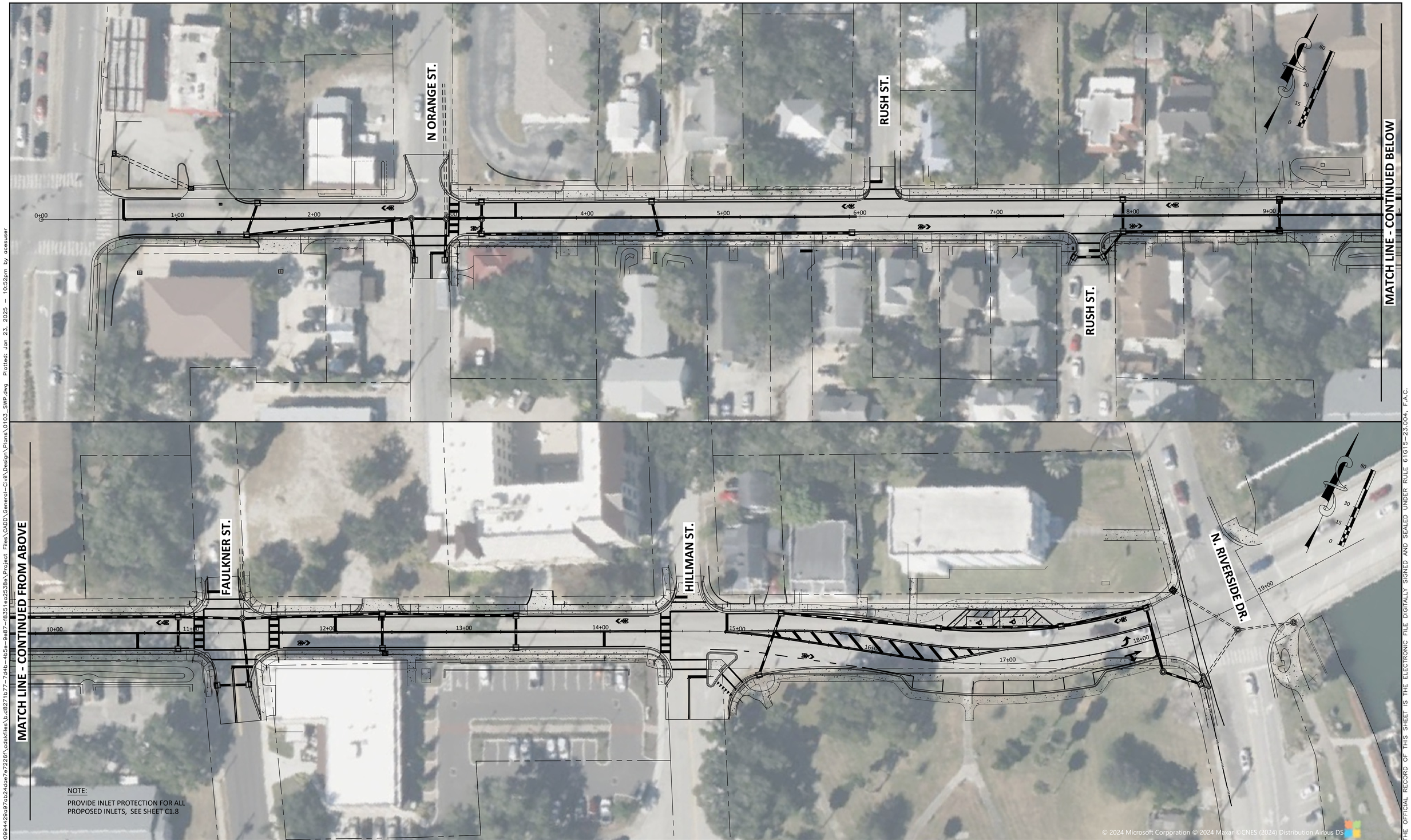
CONSTRUCTION PLANS FOR
**WASHINGTON STREET ROADWAY IMPROVEMENTS**
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

**GENERAL NOTES**

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: NONE
DATE: JUNE, 2024
DRAWING: **C1.6**

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CONSTRUCTION PLANS FOR
# WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

## STORMWATER POLLUTION PROTECTION PLAN

Barry T. White, P.E.
State of Florida # 89071

| | |
|---|---|
| FPID NO.: | 447711-1-54-01 |
| SCALE: | 1" = 30' |
| DATE: | JUNE, 2024 |
| DRAWING: | **C1.7** |

EROSION PROTECTION NOTES:

THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

THIS PROJECT IS IN VOLUSIA COUNTY, ALONG WASHINGTON STREET BETWEEN THE INTERSECTIONS OF N DIXIE FREEWAY AND N RIVERSIDE DRIVE.

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT CONSISTS OF THE CONSTRUCTION OF APPROXIMATELY 0.34 MILES OF IMPROVED ROADWAY, STARTING AT N DIXIE FREEWAY AND N RIVERSIDE DRIVE. THE RENOVATION IS TO INCLUDE STREETSCAPE ITEMS TO MAKE IT MORE APPEALING, UPGRADED UTILITIES, AND INTERSECTION RENOVATIONS.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1. STORM DRAIN AND ROADWAY UNDERDRAIN CONSTRUCTION. CONSTRUCT THE STORM DRAIN PIPE IN THE UPSTREAM DIRECTION.

2. EARTHWORK ASSOCIATED WITH THE CONSTRUCTION OF ROADWAY, GRAVITY WALL, CURB, SUBGRADE, BASE, PAVEMENT, AND SIDEWALK.

1.A. AREA ESTIMATES:

TOTAL SITE AREA: 1.96 ACRES
TOTAL AREA TO BE DISTURBED: 1.96 ACRES

1.B. RUNOFF DATA

RUNOFF COEFFICIENTS:
BEFORE: 0.62
DURING: VARIES FROM 0.62 TO 0.76
AFTER: 0.76

SOILS DATA: N/A.

1.C. SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

* APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTION SHEETS AND THE PLAN-PROFILE SHEETS. THERE ARE POND CROSS SECTIONS LOCATED WITH THE POND DETAIL SHEETS.

* AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN-PROFILE SHEETS AND THE CROSS SECTION SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.

* AREAS NOT TO BE DISTURBED: ESSENTIALLY THE WHOLE PROJECT WILL BE DISTURBED DURING CONSTRUCTION.

* LOCATIONS OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE EROSION CONTROL SHEETS. TABLES PROVIDING SUMMARIES OF TEMPORARY EROSION AND SEDIMENT CONTROL ITEMS ARE PROVIDED IN THE SUMMARY OF QUANTITY SHEETS.

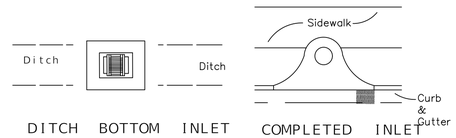
* LOCATIONS OF PERMANENT CONTROLS: THERE ARE NO PERMANENT EROSION CONTROL FOR THIS PROJECT.

AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE SHOWN IN THE SAME LOCATION AS THE TEMPORARY CONTROLS MENTIONED ABOVE. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEETS AND THE PLAN-PROFILE SHEETS.

* SURFACE WATERS: THERE ARE NO SURFACE WATERS LOCATED WITHIN THE PROJECT LIMITS.

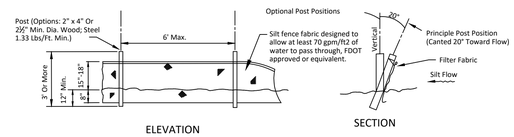
* DISCHARGE POINTS TO SURFACE WATERS: THERE ARE NO DISCHARGE POINTS TO SURFACE WATERS IN THIS PROJECT.

1.A. RECEIVING WATERS: INDIAN RIVER.




Anchor Synthetic Bales or Sediment Filter Logs

INLET PROTECTION
(FOR INFORMATIONAL PURPOSES ONLY)
NOT TO SCALE




**SILT FENCE**
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C:\Users\DSweetwood\DC\ACCDocs\DRMP-CE\17-0213.002 Washington Street Streetscape\Project Files\CADD\General-Civil\Design\Plans\0104_BMP.dwg Plotted: Jan 24, 2025 - 8:03am by DSweetwood

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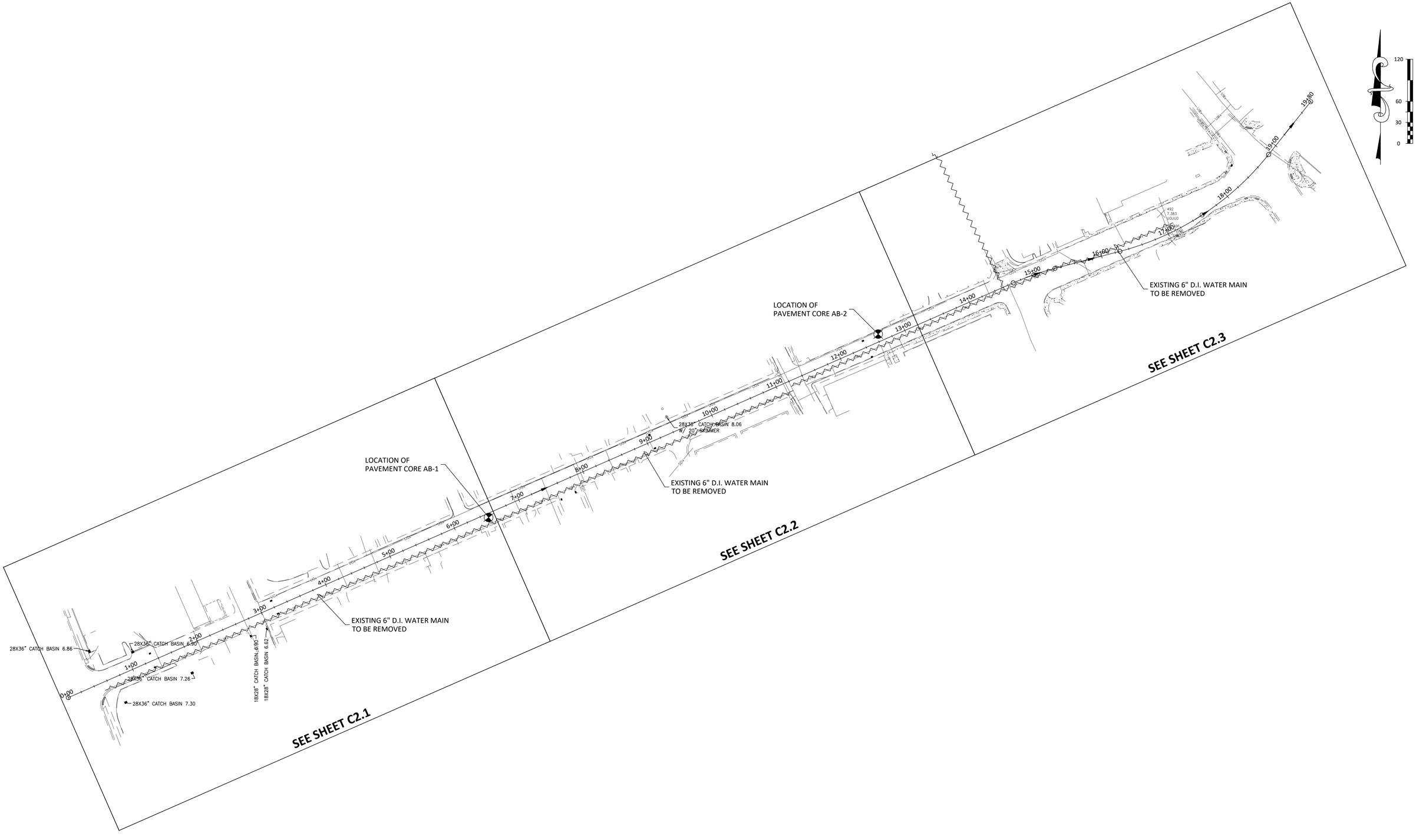
CONSTRUCTION PLANS FOR
**WASHINGTON STREET ROADWAY IMPROVEMENTS**
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

**EROSION CONTROL BEST MANAGEMENT PRACTICES**

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: NONE
DATE: JUNE, 2024
DRAWING: **C1.8**

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CONSTRUCTION PLANS FOR
# WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

## OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 60'
DATE: JUNE, 2024
DRAWING: **C2.0**

ABBREVIATIONS:

| | | | | | |
|---|---|---|---|---|---|
| BFP | BACK FLOW PREVENTER | GA | GUY ANCHOR | SLS | SPEED LIMIT SIGN |
| CHH | COMMUNICATIONS HAND HOLE | GL | GROUND LIGHT | SMH | SANITARY MANHOLE |
| CLF | CHAIN LINK FENCE | GLM | GAS MARKER | STP | STOP SIGN |
| CLP | CONCRETE LIGHT POLE | GV | GAS VALVE | SV | SEWER VALVE |
| CMH | COMMUNICATIONS MANHOLE | HCP | HANDICAP | TEMP | TEMPORARY |
| CO | CLEANOUT | HDPE | HIGH DENSITY POLYETHYLENE | TOB | TOP OF BANK |
| CONC | CONCRETE | ICV | IRRIGATION CONTROL VALVE | TOE | TOE OF SLOPE |
| CPP | CONCRETE POWER POLE | ID | IDENTIFICATION | TSCB | TRAFFIC SIGNAL CONTROL BOX |
| CTSP | CONCRETE TRAFFIC SIGNAL POLE | INV | INVERT | TSHH | TRAFFIC SIGNAL HAND HOLE |
| DCDA | DOUBLE CHECK DETECTOR ASSEMBLY | LB | LICENSED BUSINESS | TSP | TRAFFIC SIGNAL POLE |
| DET. | DETECTABLE | MB | MAILBOX | TYP | TYPICAL |
| DMH | DRAINAGE MANHOLE | MF | METAL FENCE | UCX | UNDERGROUND COMMUNICATIONS |
| DNE | DO NOT ENTER SIGN | MH | MANHOLE | UEX | UNDERGROUND ELECTRIC |
| EMV | ELECTRIC METER VAULT | MLP | METAL LIGHT POLE | UWX | UNDERGROUND WATER |
| ET | ELECTRIC TRANSFORMER | OHW | OVERHEAD WIRE | WF | WOOD FENCE |
| EVAC | EVACUATION SIGN | PEDX | PEDESTRIAN CROSSING | WM | WATER METER |
| FGP | FENCE GATE POST | RTO | RIGHT TURN ONLY SIGN | WPP | WOOD POWER POLE |
| FH | FIRE HYDRANT | RWB | RECLAIM WATERLINE BEND | WS | WATER SERVICE |
| FLP | FIBERGLASS LIGHT POLE | RWM | RECLAIM WATERLINE METER | WTSP | WOOD TRAFFIC SIGNAL POLE |
| FOCM | FIBER OPTIC CABLE MARKER | RWV | RECLAIM WATERLINE VALVE | WV | WATER VALVE |
| FOHH | FIBER OPTIC HAND HOLE | SDX | STORM DRAIN PIPE EXISTING | | |

STATE ROAD 5
(N. DIXIE HIGHWAY)

N. ORANGE STREET

RUSH STREET

WASHINGTON STREET

ALMA COURT

EXXON
301 N DIXIE FREEWAY
OWNER(S): GATE PETROLEUM CO

VACANT LOT
WASHINGTON ST.
OWNER(S):
PATRICK & LANCE SAMPLES

VACANT PARCEL W/ BUILDING
300 N ORANGE ST
OWNER(S):
PATRICK & LANCE SAMPLES

COASTAL CHOICES WOMEN'S CLINIC PARCEL W/ BUILDING
307 N ORANGE ST
OWNER(S):
307 N ORANGE ST LLC - FS

305 WASHINGTON ST
OWNER(S):
WALKER JIMMIE KAYE

303 WASHINGTON ST
OWNER(S):
RICKEY & SHANNON WESTFALL

301 WASHINGTON ST
OWNER(S):
DAWN MCKENNA MOORE

221 WASHINGTON ST
OWNER(S):
DEBORAH BELL

STUART CAR CARE CENTER
219 N DIXIE FREEWAY
OWNER(S):
LI ANN & STUART WINKLER

SHUGA'S BAKERY
218 N ORANGE ST
OWNER(S):
RSL DEVELOPMENT LLC

CRIMSON HOUSE
219 N ORANGE ST
OWNER(S): 1913 HOUSE NSB LLC

ANCHOR INN
312 WASHINGTON ST
OWNER(S):
PIRATE AND MERMAID LLC

310 WASHINGTON ST
OWNER(S):
JON & ELIZABETH CONANT

306 WASHINGTON ST
OWNER(S):
CRAIG CHERRY &
MARILEE WALTERS

304 WASHINGTON ST
OWNER(S):
SIWARSKI ANDREW
& SARA I SMITH

BEGIN PROJECT
STA. 0+48.47
CL CONST. WASHINGTON ST.

MATCH LINE STA. 6+60 - SEE SHEET C2.2

**LEGEND**

- MILLING & RESURFACING
- PAVEMENT OR CONCRETE REMOVAL
- CLEARING & GRUBBING

NOTES:

1. CONTRACTOR TO CUT AND CAP IRRIGATION ON THE STUART CAR CARE CENTER FROM STA. 0+50 TO STA. 1+90.
2. CONTRACTOR TO ADJUST AND BRASS CAP SANITARY VALVE AT BACK OF SIDEWALK AT APPROXIMATELY STA. 1+10 RT.
3. CONTRACTOR TO FIELD VERIFY EXISTING DRAINAGE STRUCTURES AND PIPES PRIOR TO REMOVAL.
4. CONTRACTOR TO HAVE A CERTIFIED ARBORIST FOR CLEARING AND GRUBBING OPERATIONS TO PROTECT AND DETERMINE THE CIRCUMFERENCE OF EXISTING TREES TO REMAIN WITHIN THE LIMITS OF CLEARING AND GRUBBING INCLUDING TREES ON ALL PROPERTIES ADJACENT TO THE RIGHT OF WAY. AN ARBORIST WILL DETERMINE WHICH TREES ADJACENT TO CONSTRUCTION CAN BE PROTECTED.

## PLAN - STA. 0+00 TO STA. 6+60

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CONSTRUCTION PLANS FOR
**WASHINGTON STREET ROADWAY IMPROVEMENTS**
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

**EXISTING CONDITIONS AND DEMOLITION PLAN STA. 0+00 TO STA. 6+60**

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20'
DATE: JUNE, 2024
DRAWING: **C2.1**

ABBREVIATIONS:

| | | | | | |
|---|---|---|---|---|---|
| BFP | BACK FLOW PREVENTER | GA | GUY ANCHOR | SLS | SPEED LIMIT SIGN |
| CHH | COMMUNICATIONS HAND HOLE | GL | GROUND LIGHT | SMH | SANITARY MANHOLE |
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| CLP | CONCRETE LIGHT POLE | GV | GAS VALVE | SV | SEWER VALVE |
| CMH | COMMUNICATIONS MANHOLE | HCP | HANDICAP | TEMP | TEMPORARY |
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| CTSP | CONCRETE TRAFFIC SIGNAL POLE | INV | INVERT | TSHH | TRAFFIC SIGNAL HAND HOLE |
| DCDA | DOUBLE CHECK DETECTOR ASSEMBLY | LB | LICENSED BUSINESS | TSP | TRAFFIC SIGNAL POLE |
| DET. | DETECTABLE | MB | MAILBOX | TYP | TYPICAL |
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| EMV | ELECTRIC METER VAULT | MLP | METAL LIGHT POLE | UWX | UNDERGROUND WATER |
| ET | ELECTRIC TRANSFORMER | OHW | OVERHEAD WIRE | WF | WOOD FENCE |
| EVAC | EVACUATION SIGN | PEDX | PEDESTRIAN CROSSING | WM | WATER METER |
| FGP | FENCE GATE POST | RTO | RIGHT TURN ONLY SIGN | WPP | WOOD POWER POLE |
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| FLP | FIBERGLASS LIGHT POLE | RWM | RECLAIM WATERLINE METER | WTSP | WOOD TRAFFIC SIGNAL POLE |
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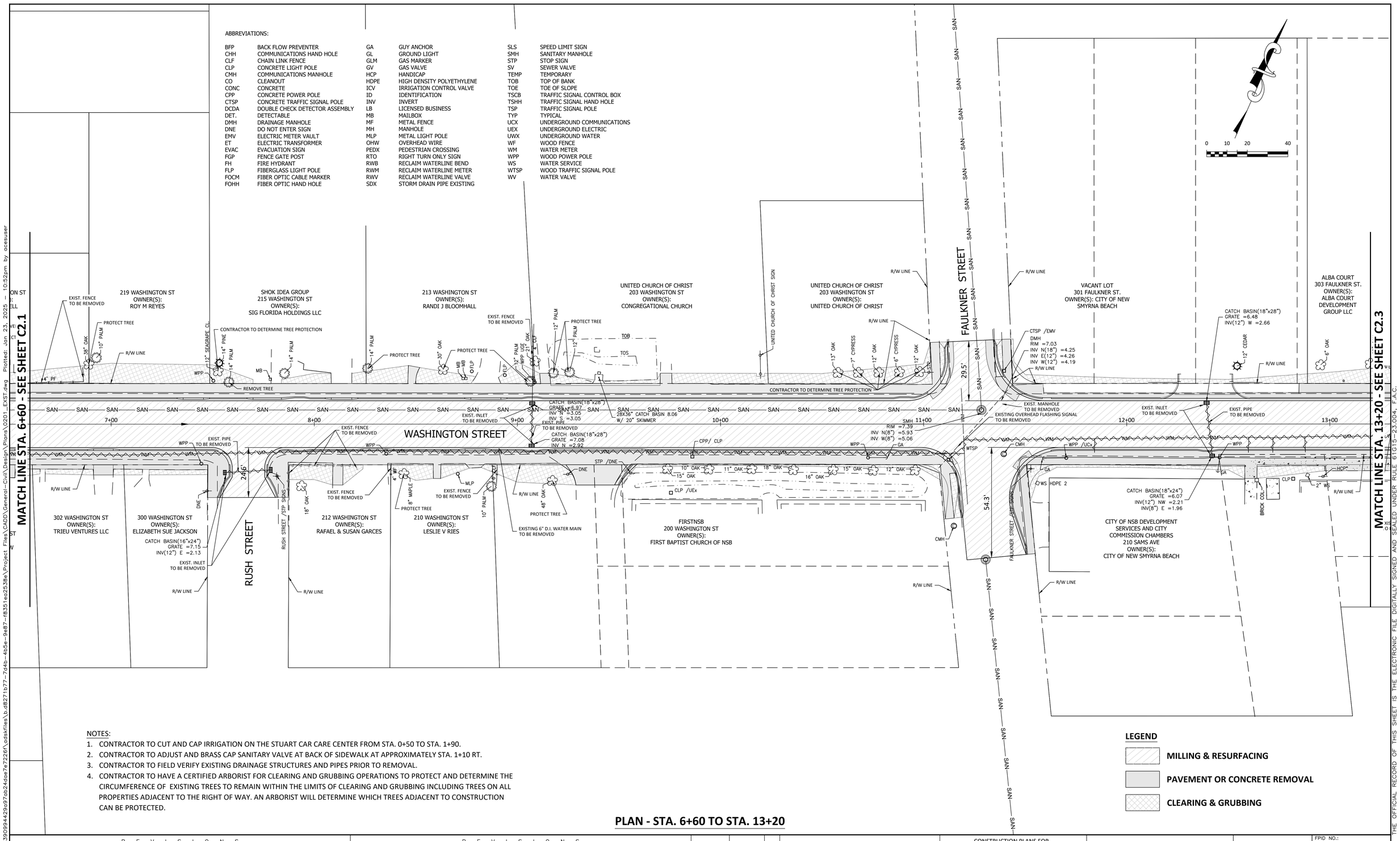


NOTES:

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**LEGEND**

- MILLING & RESURFACING
- PAVEMENT OR CONCRETE REMOVAL
- CLEARING & GRUBBING

## PLAN - STA. 6+60 TO STA. 13+20

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CITY OF NEW SMYRNA BEACH, FLORIDA

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**EXISTING CONDITIONS AND DEMOLITION PLAN STA. 6+60 TO STA. 13+20**

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20'
DATE: JUNE, 2024
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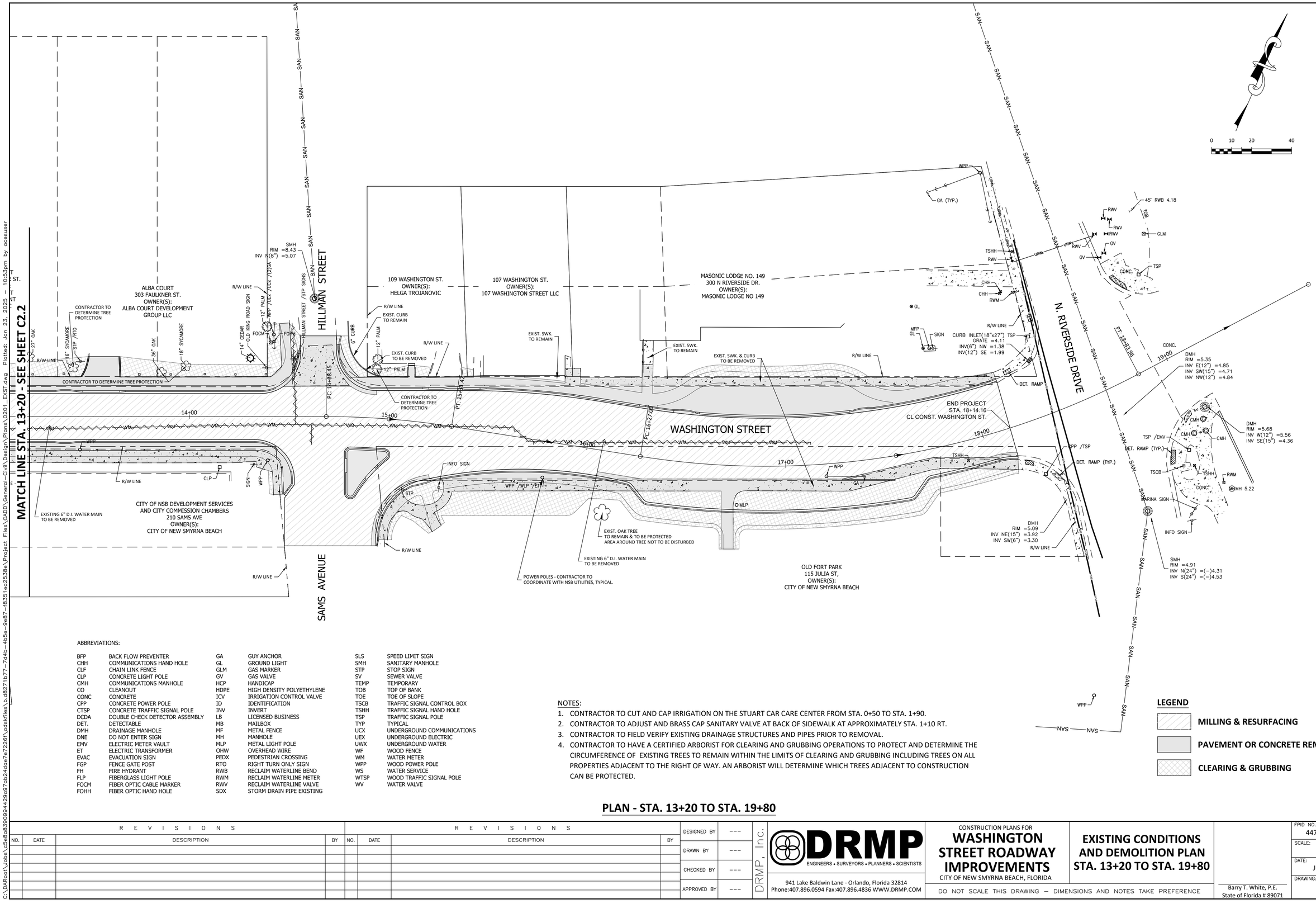


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NOTES:

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**LEGEND**

- MILLING & RESURFACING
- PAVEMENT OR CONCRETE REMOVAL
- CLEARING & GRUBBING

## PLAN - STA. 13+20 TO STA. 19+80

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CONSTRUCTION PLANS FOR
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CITY OF NEW SMYRNA BEACH, FLORIDA

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**EXISTING CONDITIONS AND DEMOLITION PLAN STA. 13+20 TO STA. 19+80**

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20'
DATE: JUNE, 2024
DRAWING: **C2.3**

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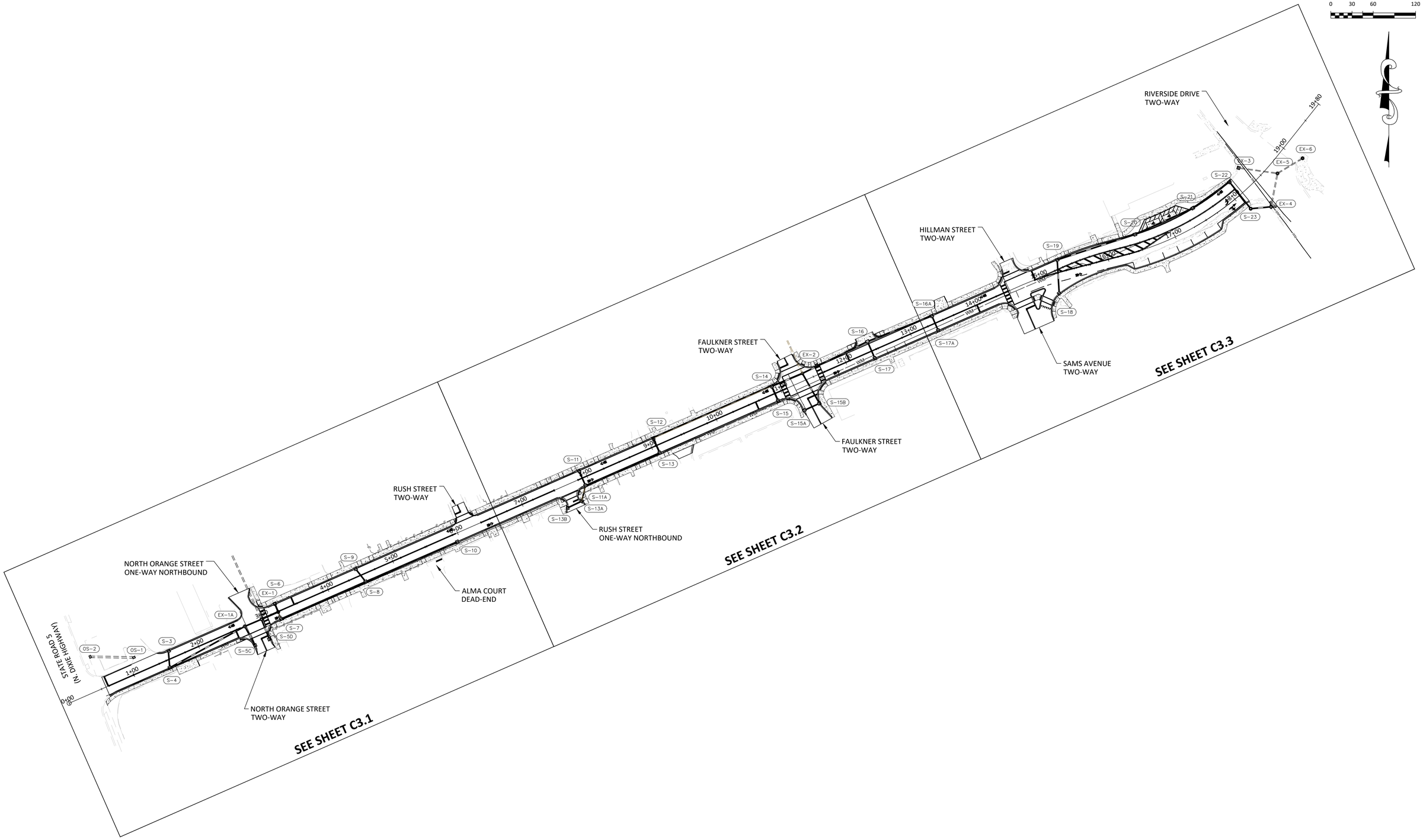


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CONSTRUCTION PLANS FOR
# WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

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## OVERALL GEOMETRY PLAN

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 30'
DATE: JUNE, 2024
DRAWING: **C3.0**

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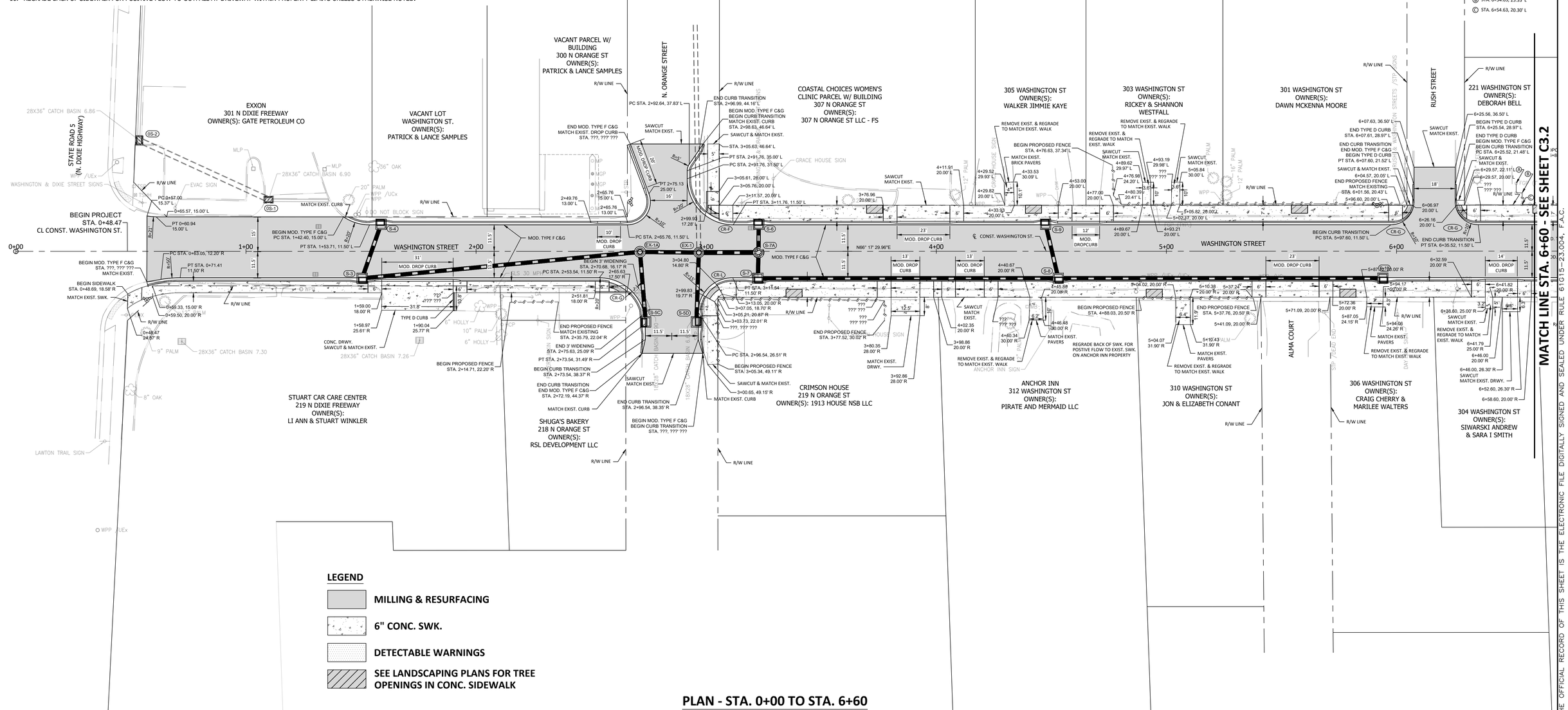
NOTES:

1. PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL EXISTING FEATURES THAT COULD AFFECT THE OPERATIONS. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES FOUND BETWEEN THESE PLANS AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.
2. ANY DRAINAGE PROBLEMS EXISTING OR DURING CONSTRUCTION THAT ARE NOT ALLEVIATED SHOULD BE BROUGHT TO ATTENTION OF THE ENGINEER IMMEDIATELY.
3. EXISTING DRAINAGE PATTERNS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THE CONSTRUCTION SHALL NOT IMPEDE ON-SITE AND OFF-SITE DRAINAGE CONVEYANCE.
4. ANY IRRIGATION LINES DAMAGED DURING CONSTRUCTION ARE TO BE CAPPED IMMEDIATELY AND REPORTED TO CITY ENGINEERING INSPECTOR OR CEI. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AND/OR REPLACE THE DAMAGED IRRIGATION SYSTEM TO PRE-CONSTRUCTION CONDITION AT THE CONTRACTOR'S EXPENSE.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CHECK ALL CONCRETE FORMS PRIOR TO CONCRETE BEING POURED AND CONFIRM THAT THE FINISHED SIDEWALKS, DRIVEWAYS, AND CURB RAMPS MEET ADA REQUIREMENTS. FAILURE TO MEET ADA MAY RESULT IN THE REMOVAL AND REPLACEMENT OF THE CONCRETE AT THE CONTRACTOR'S EXPENSE.
6. CONTRACTOR MUST COORDINATE ELECTRICAL TRANSFORMER AND LIGHT POLE LOCATIONS WITH UTILITY COMPANY (NSBU) TO AVOID CONFLICTS WITH PROPOSED DRIVEWAYS, SIDEWALKS, LANDSCAPING, DRAINAGE STRUCTURES, AND UTILITIES ALONG THE ROADWAY IMPROVEMENTS CORRIDOR.
7. CONTRACTOR TO MATCH PROPOSED FENCE TO SUIT PROPERTY OWNER.
8. SEE LANDSCAPING PLANS FOR SIDEWALK SCORING PATTERN.
9. LIMITS OF 5' WIDE SIDEWALK NONCONFORMANCE:
   0+48.47 RT. TO STA. 2+65.63 RT.
10. REGRADE BACK OF SIDEWALK FOR POSITIVE FLOW TO OUTFALL AT DRIVEWAY WITHIN PROPERTY LIMITS UNLESS OTHERWISE NOTED.




## PLAN - STA. 0+00 TO STA. 6+60

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**GEOMETRY PLAN STA. 0+00 TO STA. 6+60**

Barry T. White, P.E.
State of Florida # 89071

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DRAWING: **C3.1**

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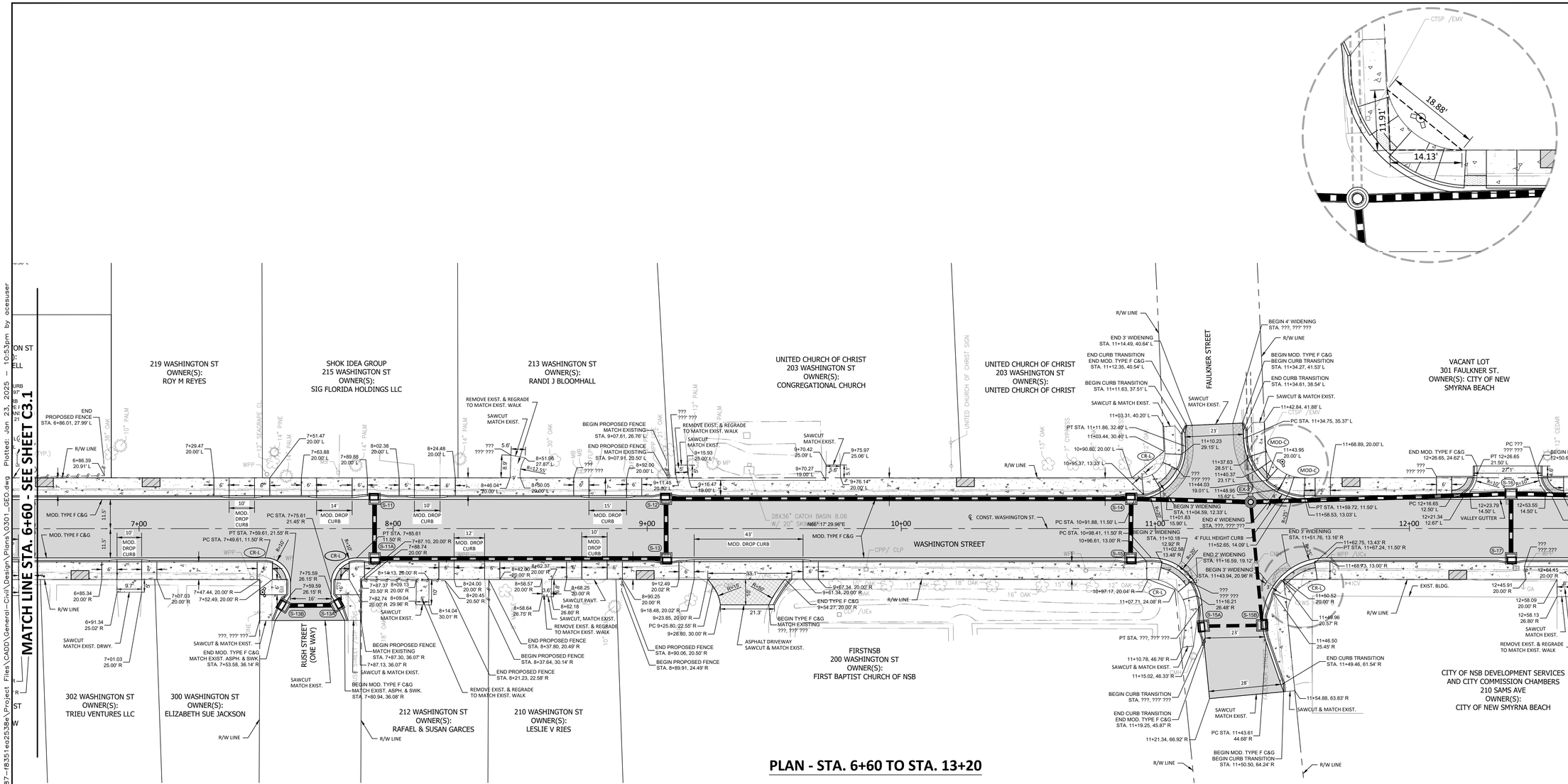


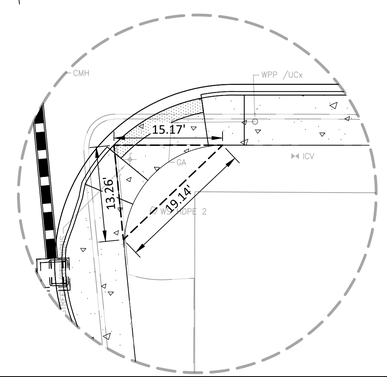

## PLAN - STA. 6+60 TO STA. 13+20

**LEGEND**

- MILLING & RESURFACING
- WIDENING
- 6" CONC. SWK.
- DETECTABLE WARNINGS
- SEE LANDSCAPING PLANS FOR TREE OPENINGS IN CONC. SIDEWALK

**NOTES:**

1. CONTRACTOR TO MATCH PROPOSED FENCE TO SUIT PROPERTY OWNER
2. SEE LANDSCAPING PLANS FOR SIDEWALK SCORING PATTERN
3. REGRADE BACK OF SIDEWALK FOR POSITIVE FLOW TO OUTFALL AT DRIVEWAY WITHIN PROPERTY LIMITS UNLESS OTHERWISE NOTED

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CONSTRUCTION PLANS FOR
**WASHINGTON STREET ROADWAY IMPROVEMENTS**
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

**GEOMETRY PLAN STA. 6+60 TO STA. 13+20**

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20'
DATE: JUNE, 2024
DRAWING: **C3.2**

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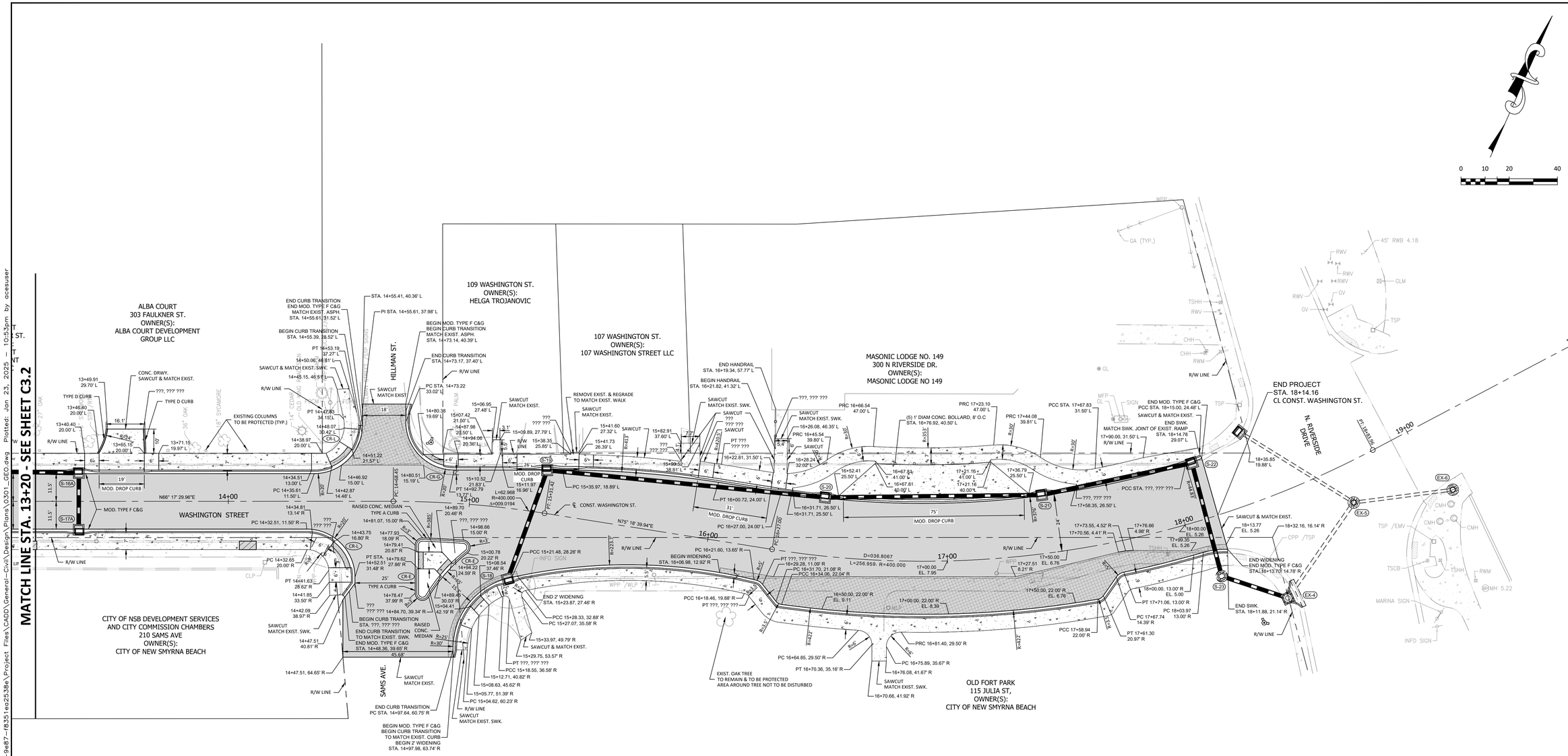


**NOTES:**

1. **CONTRACTOR TO FIELD VERIFY AND MATCH PROPOSED SIDEWALK WITH EXISTING**
2. **SEE LANDSCAPING PLANS FOR SIDEWALK SCORING PATTERN**
3. **LIMITS OF 5' OR 5.5' WIDE SIDEWALK NONCONFORMANCE:**
   **STA. 14+80.38 LT. TO STA. 15+84.10 LT.**
   **STA. 15+04.62 RT. TO STA. 16+18.46 RT.**
4. **REGRADE BACK OF SIDEWALK FOR POSITIVE FLOW TO OUTFALL AT DRIVEWAY WITHIN PROPERTY LIMITS UNLESS OTHERWISE NOTED**

**LEGEND**

- **MILLING & RESURFACING**
- **WIDENING**
- **6" CONC. SWK. & DRWY.**
- **DETECTABLE WARNINGS**
- **SEE LANDSCAPING PLANS FOR TREE OPENINGS IN CONC. SIDEWALK**

## PLAN - STA. 13+20 TO STA. 19+80

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CONSTRUCTION PLANS FOR
**WASHINGTON STREET ROADWAY IMPROVEMENTS**
CITY OF NEW SMYRNA BEACH, FLORIDA

**GEOMETRY PLAN STA. 13+20 TO STA. 19+80**

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

Barry T. White, P.E.
State of Florida # 89071

| | |
|---|---|
| FPID NO.: | 447711-1-54-01 |
| SCALE: | 1" = 20' |
| DATE: | JUNE, 2024 |
| DRAWING: | **C3.3** |

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S-1
STA 2+96.80 (0.56 R)
RIM EL. 7.64
CONST. Index No. 425-001, 425-010 - Type 7 Manhole (1 or 2-Piece Cover (Center), Round Bottom)
FL 2.60 W
FL 2.60 E
FL 1.80 S
FL 1.53 N Existing

S-1A
STA 2+71.24 (0.28 R)
RIM EL. 7.42
CONST. Index No. 425-001, 425-010 - Type 7 Manhole (1 or 2-Piece Cover (Center), Round Bottom)
FL 2.80 W
FL 2.80 E
FL 2.80 N

S-2
STA 11+37.55 (-10.44 L)
RIM EL. 7.16
CONST. Index No. 425-001, 425-010 - Type 7 Manhole (1 or 2-Piece Cover (Center), Round Bottom)
FL 2.80 E
FL 2.80 W
FL 2.85 S
FL 2.78 N EXISTING

S-3
STA 1+50.45 (12.00 R)
INLET EL. 7.06
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.00 N
FL 3.00 E

S-4
STA 1+58.69 (-12.00 L)
INLET EL. 6.97
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.10 S

S-5C
STA 2+73.72 (30.73 R)
INLET EL. 7.57
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.10 N

S-5D
STA 2+95.76 (30.75 R)
INLET EL. 7.58
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.10 N

S-6
STA 3+22.84 (-11.76 L)
INLET EL. 7.59
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom (Monolithic Unit)
FL 2.90 S

S-7
STA 3+22.46 (11.75 R)
INLET EL. 7.64
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.40 E
FL 3.40 N

S-7A
STA 3+22.72 (0.53 R)
RIM EL. 7.55
CONST. Index No. 425-001, 425-010 - Type 8 Manhole (Concentric Cone with 1 or 2-Piece Cover (Center), Round Bottom)
FL 3.30 S
FL 3.30 N
FL 3.30 W

S-8
STA 4+53.01 (12.00 R)
INLET EL. 8.38
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.80 N
FL 3.80 E
FL 3.80 W

S-9
STA 4+47.50 (-12.00 L)
INLET EL. 8.22
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.90 S

S-10
STA 5+94.08 (12.00 R)
INLET EL. 9.21
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 4.00 W

S-11
STA 7+92.70 (-11.75 L)
INLET EL. 7.92
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.70 S

S-11A
STA 7+92.69 (11.75 R)
INLET EL. 7.88
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.60 S
FL 3.60 N
FL 3.60 E

S-12
STA 9+07.39 (-11.75 L)
INLET EL. 7.42
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.30 S
FL 3.30 W

S-13
STA 9+07.50 (11.75 R)
INLET EL. 7.52
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.40 W
FL 3.40 N

S-13A
STA 7+78.00 (30.10 R)
INLET EL. 7.64
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.70 SW
FL 3.70 W

S-13B
STA 7+56.83 (30.25 R)
INLET EL. 7.76
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.90 E

S-14
STA 10+90.51 (-12.00 L)
INLET EL. 7.75
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.00 E
FL 3.00 S
FL 3.00 W

S-15
STA 10+90.24 (12.00 R)
INLET EL. 7.82
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.20 N

S-15A
STA 11+18.93 (38.42 R)
INLET EL. 7.61
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 2.90 E

S-15B
STA 11+42.06 (38.09 R)
INLET EL. 7.74
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 2.85 W
FL 2.80 N

S-16
STA 12+40.00 (-13.63 L)
INLET EL. 7.00
CONST. Index No. 425-041 - Gutter Inlet - Type V
FL 2.90 E
FL 2.90 S
FL 2.90 W

S-16A
STA 13+37.99 (-11.75 L)
INLET EL. 8.21
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.10 S
FL 3.10 W

S-17
STA 12+40.00 (12.00 R)
INLET EL. 6.87
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.00 N

S-17A
STA 13+37.91 (12.00 R)
INLET EL. 8.15
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.20 N

S-18
STA 15+19.77 (29.19 R)
INLET EL. 9.25
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 1.90 N

S-19
STA 15+29.78 (-17.83 L)
INLET EL. 9.11
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 1.80 S
FL 1.80 E

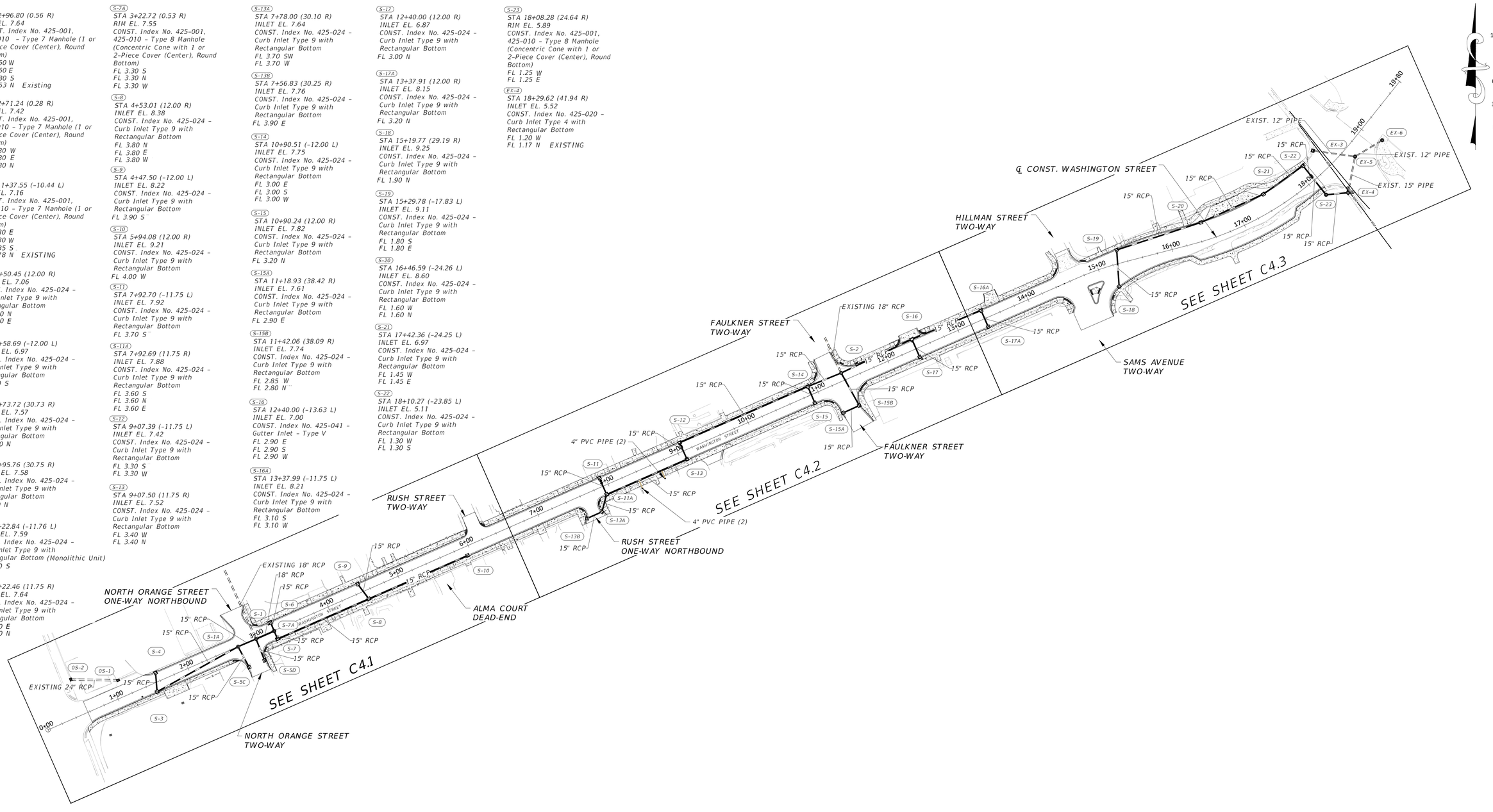
S-20
STA 16+46.59 (-24.26 L)
INLET EL. 8.60
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 1.60 W
FL 1.60 N

S-21
STA 17+42.36 (-24.25 L)
INLET EL. 6.97
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 1.45 W
FL 1.45 E

S-22
STA 18+10.27 (-23.85 L)
INLET EL. 5.11
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 1.30 W
FL 1.30 S

S-23
STA 18+08.28 (24.64 R)
RIM EL. 5.89
CONST. Index No. 425-001, 425-010 - Type 8 Manhole (Concentric Cone with 1 or 2-Piece Cover (Center), Round Bottom)
FL 1.25 W
FL 1.25 E

EX-4
STA 18+29.62 (41.94 R)
INLET EL. 5.52
CONST. Index No. 425-020 - Curb Inlet Type 4 with Rectangular Bottom
FL 1.20 W
FL 1.17 N EXISTING




**Contractor to field verify existing drainage structures and pipes prior to construction of proposed drainage system.**

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CONSTRUCTION PLANS FOR
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CITY OF NEW SMYRNA BEACH, FLORIDA

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**OVERALL PAVING, GRADING AND DRAINAGE PLAN**

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 30'
DATE: JUNE, 2024
DRAWING: **C4.0**

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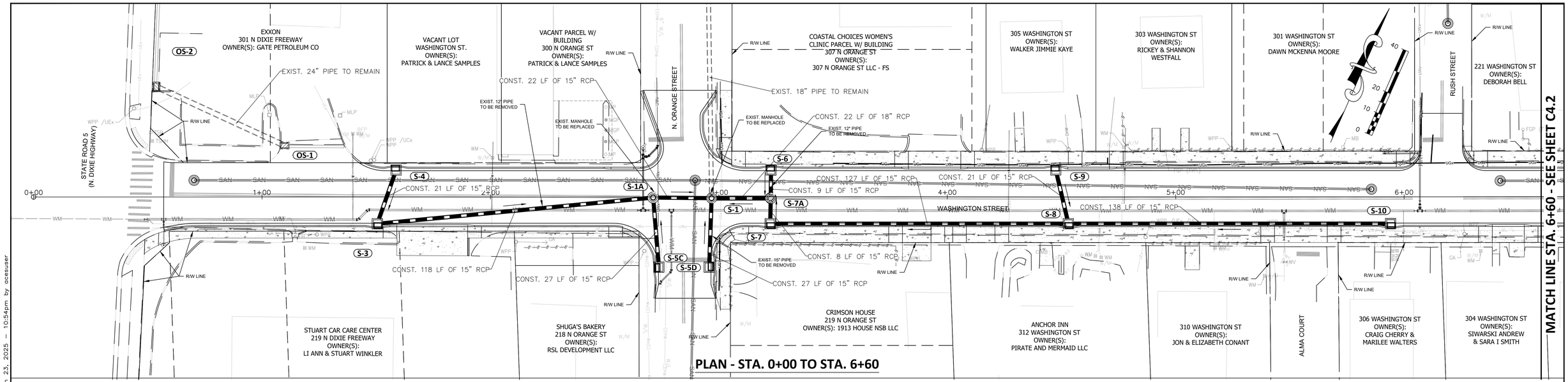
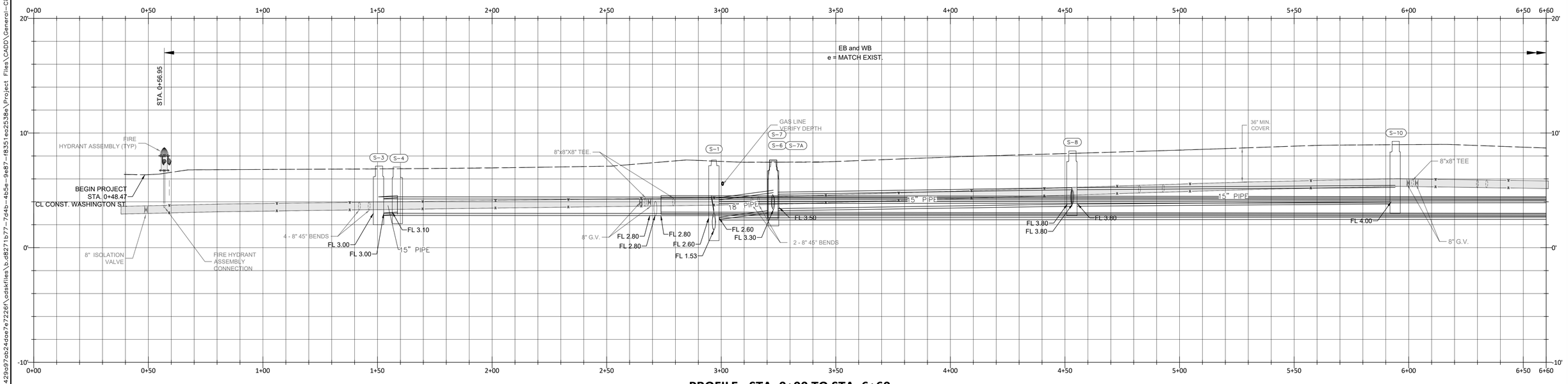



## PLAN - STA. 0+00 TO STA. 6+60

**Contractor to field verify existing drainage structures and pipes prior to construction of proposed drainage system.**




## PROFILE - STA. 0+00 TO STA. 6+60

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CONSTRUCTION PLANS FOR
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CITY OF NEW SMYRNA BEACH, FLORIDA

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**PAVING, GRADING AND DRAINAGE PLAN STA. 0+00 TO STA. 6+60**

Barry T. White, P.E.
State of Florida # 89071

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DATE: JUNE, 2024
DRAWING: **C4.1**

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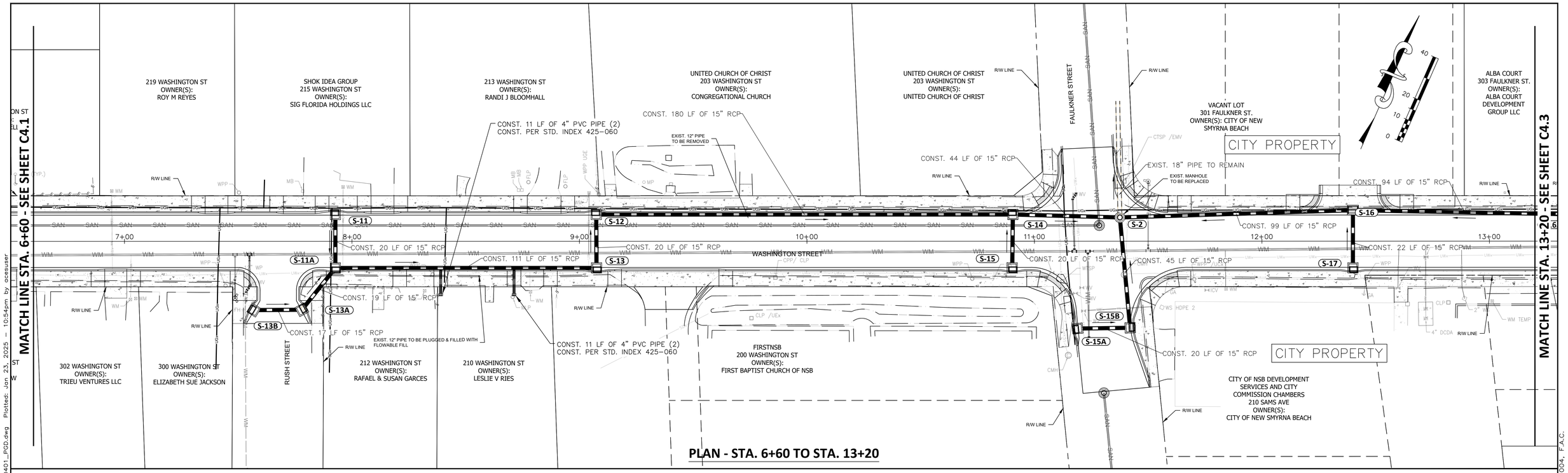
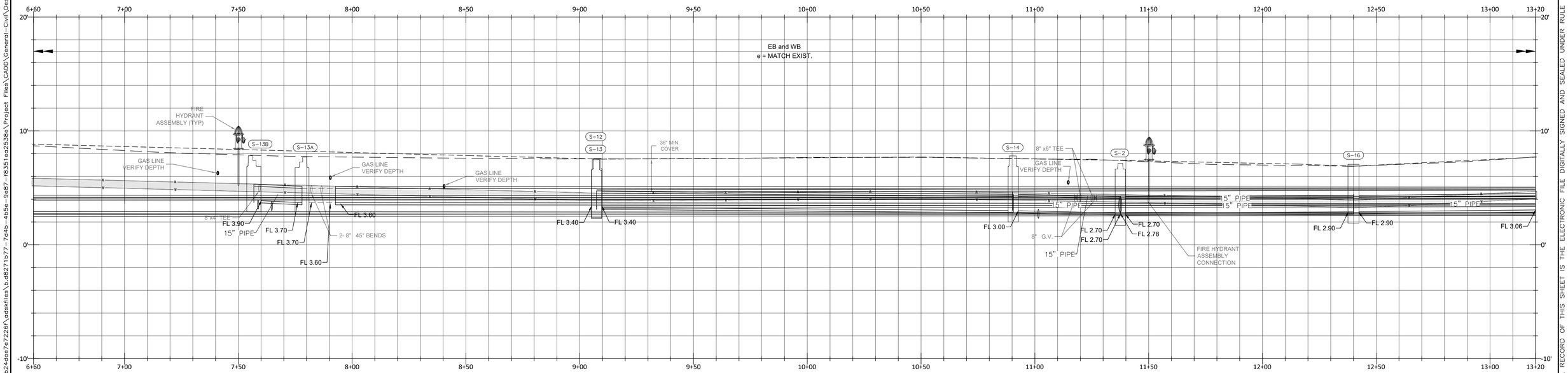



## PLAN - STA. 6+60 TO STA. 13+20




## PROFILE - STA. 6+60 TO STA. 13+20

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**PAVING, GRADING AND DRAINAGE PLAN**
**STA. 6+60 TO STA. 13+20**

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20'
DATE: JUNE, 2024
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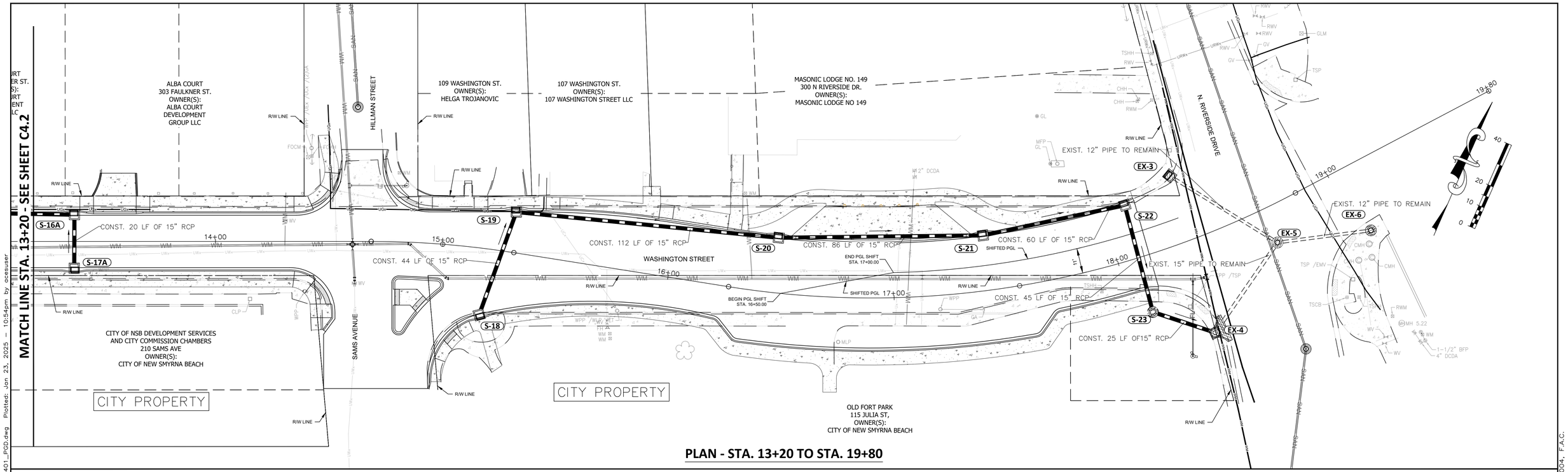
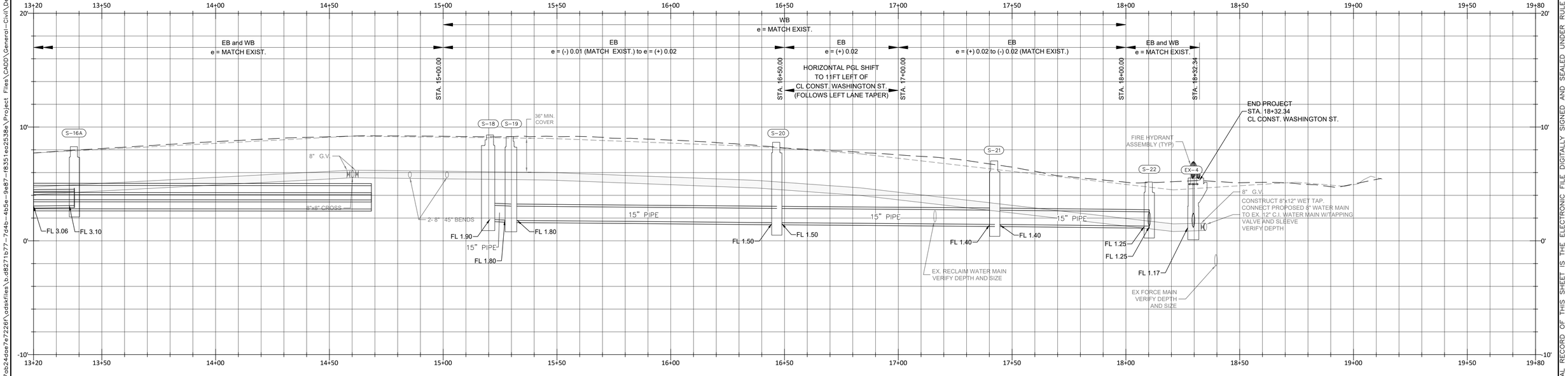



## PLAN - STA. 13+20 TO STA. 19+80




## PROFILE - STA. 13+20 TO STA. 19+80

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CONSTRUCTION PLANS FOR
# WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

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## PAVING, GRADING AND DRAINAGE PLAN STA. 13+20 TO STA. 19+80

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20'
DATE: JUNE, 2024
DRAWING: **C4.3**

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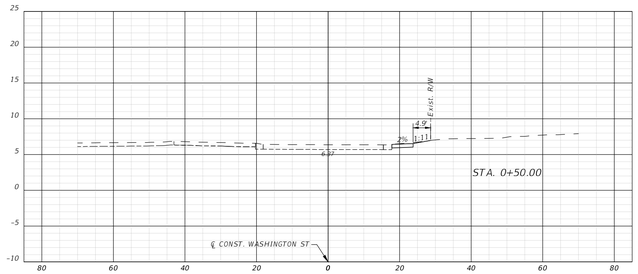
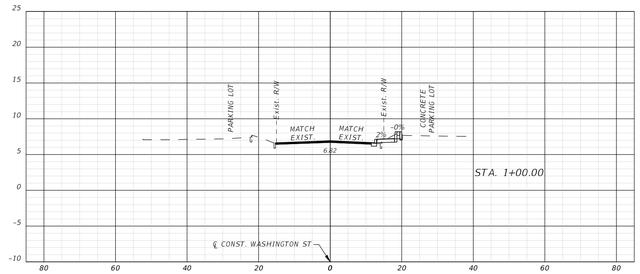
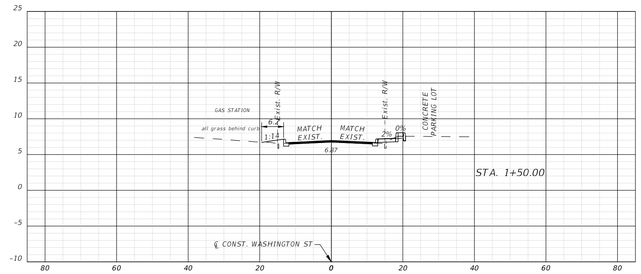
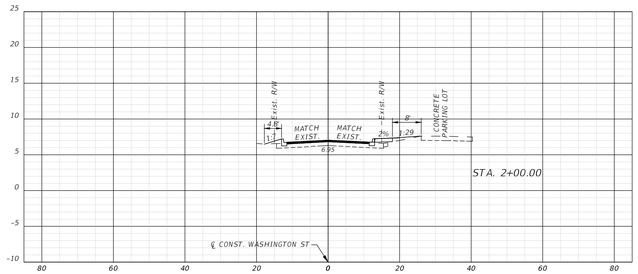
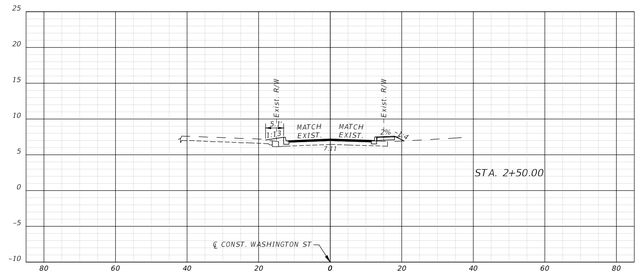
NOTE:
USE A TIE IN SLOPE OF 1:4 OR
GRADED TO SUIT PROPERTY OWNER

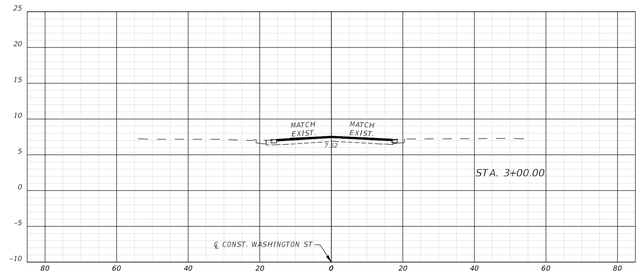


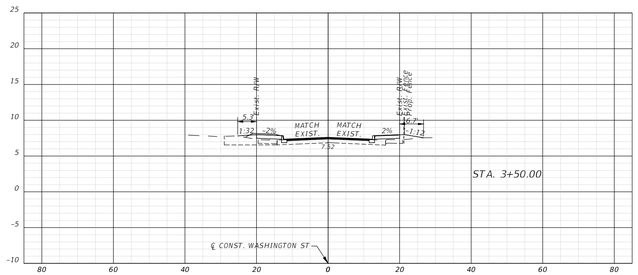



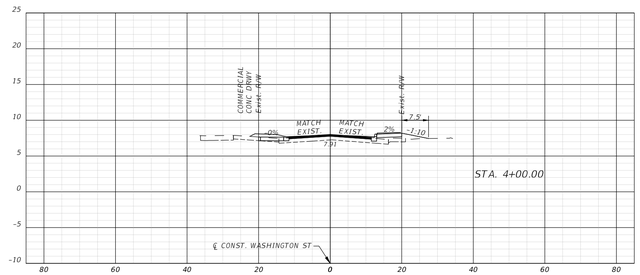



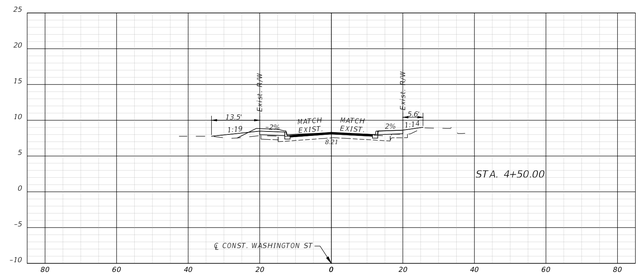

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CONSTRUCTION PLANS FOR
# WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

## ROADWAY CROSS SECTIONS

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20' (H)
1" = 10' (V)
DATE: JUNE, 2024
DRAWING: **C4.4**

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C:\Users\DSweetwood\DC\ACCDocs\DRMP-CE\17-0213.002 Washington Street Streetscape\Project Files\CADD\General-Civil\Design\Plans\RDXSRD01.dwg Plotted: Jan 24, 2025 - 8:06am by DSweetwood

NOTE:
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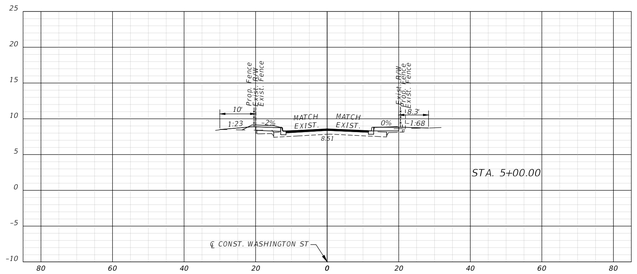


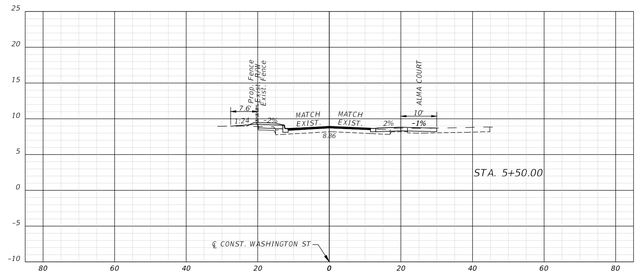


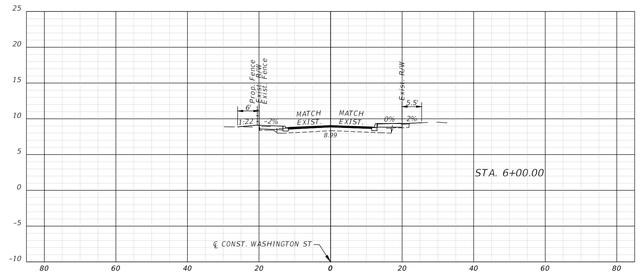


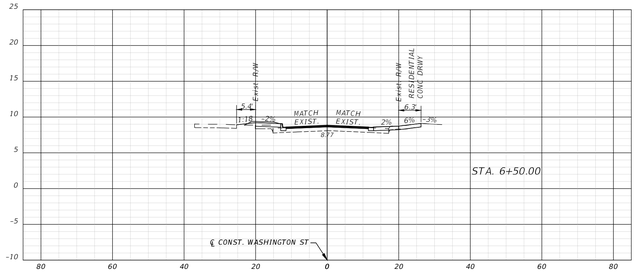


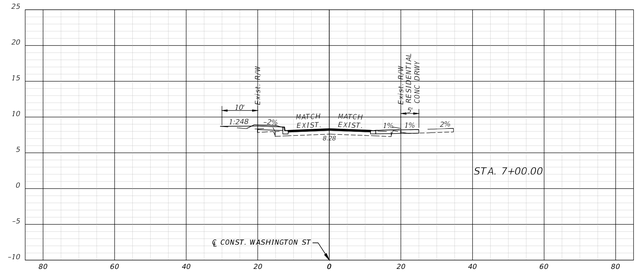


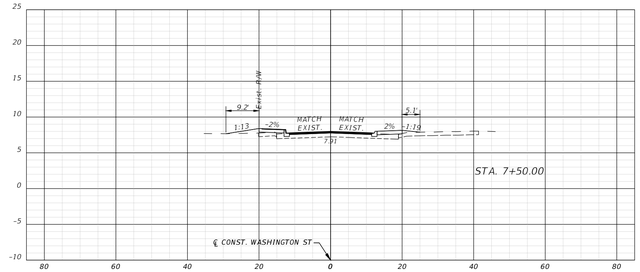


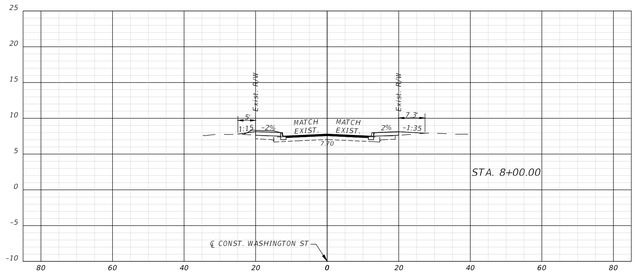


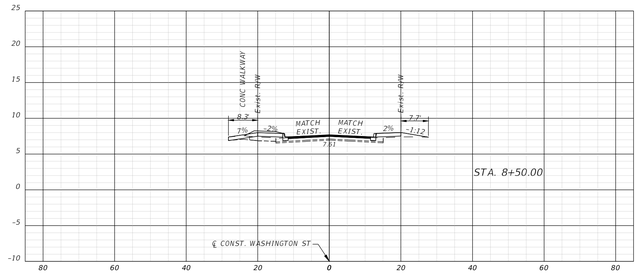


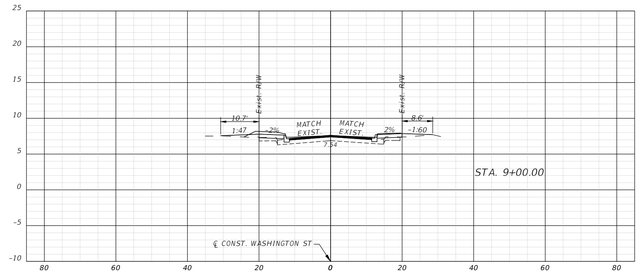


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CONSTRUCTION PLANS FOR
# WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

## ROADWAY CROSS SECTIONS

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20' (H) 1" = 10' (V)
DATE: JUNE, 2024
DRAWING: **C4.5**

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NOTE:
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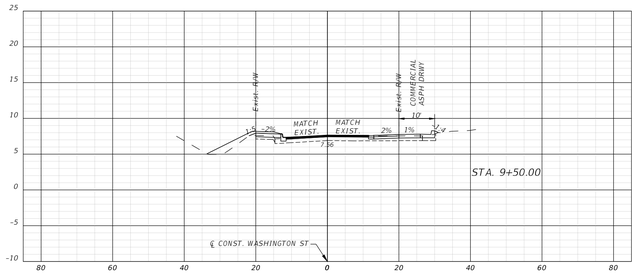


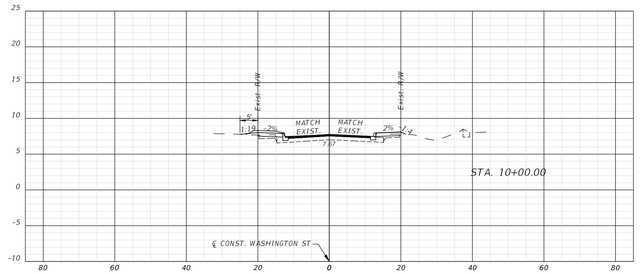


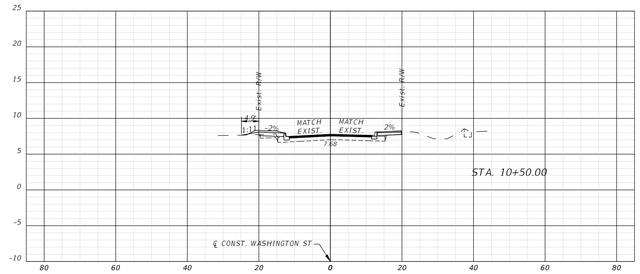


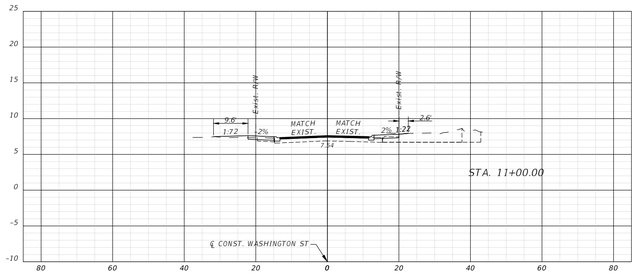


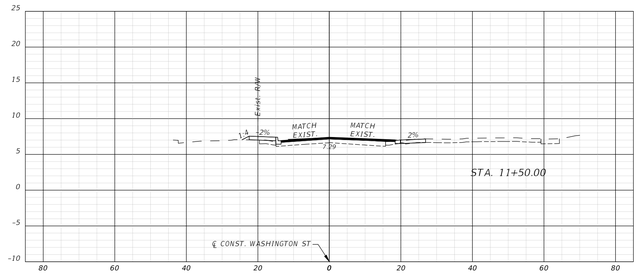


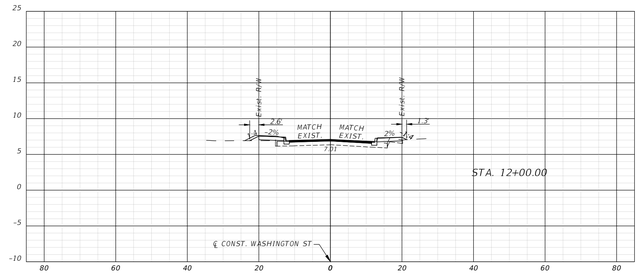


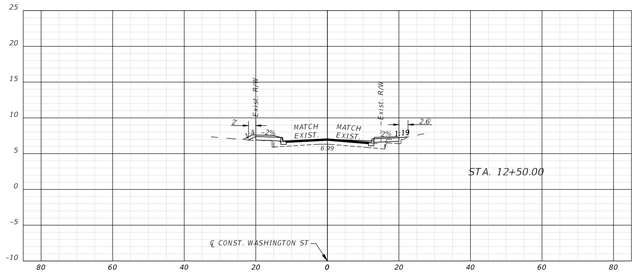


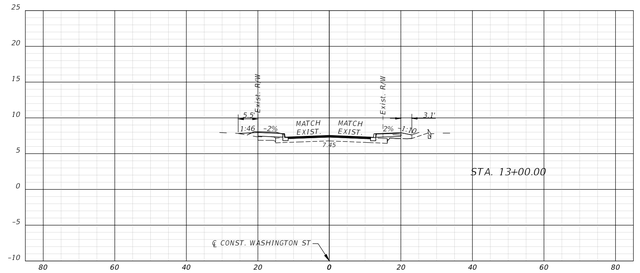


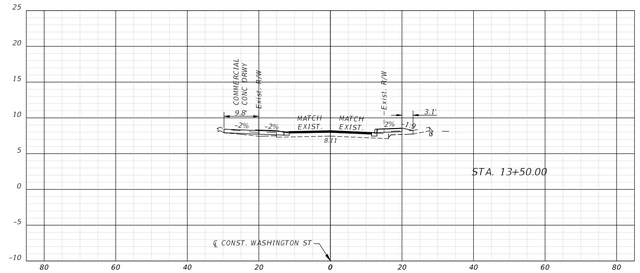


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CONSTRUCTION PLANS FOR
**WASHINGTON STREET ROADWAY IMPROVEMENTS**
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

**ROADWAY CROSS SECTIONS**

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20' (H) 1" = 10' (V)
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DRAWING: **C4.6**

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NOTE:
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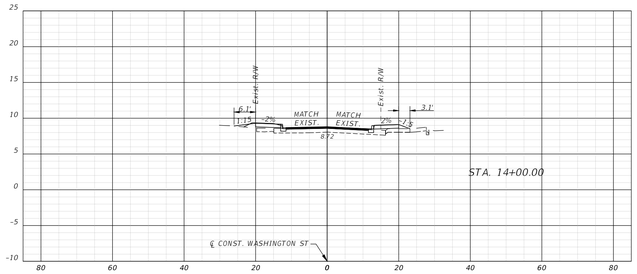


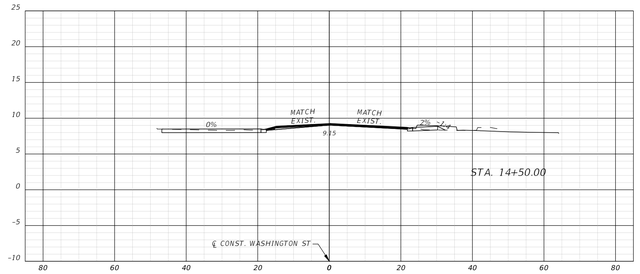


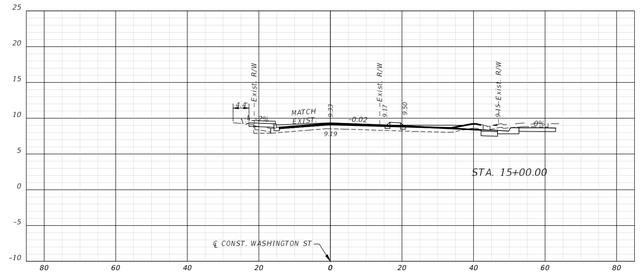


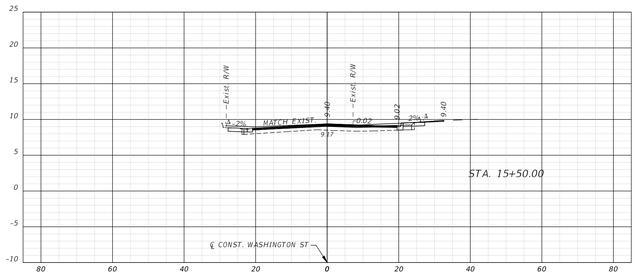


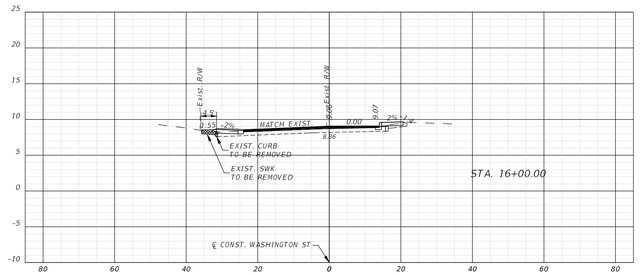


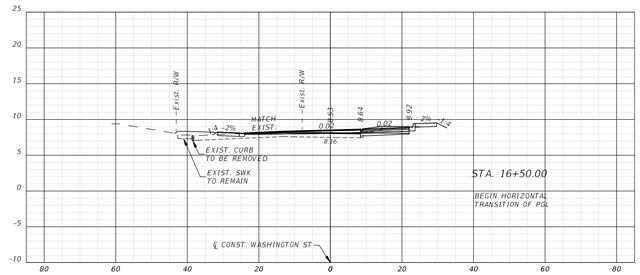


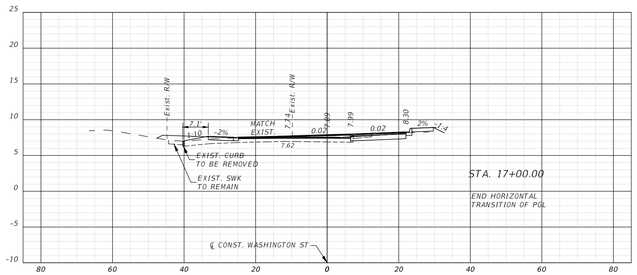


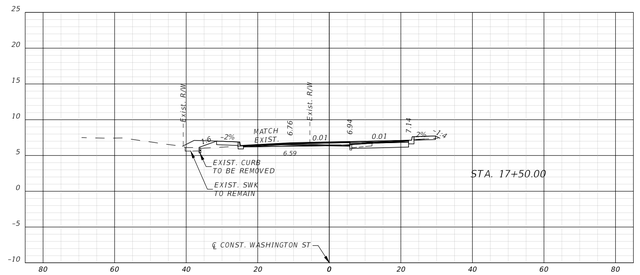


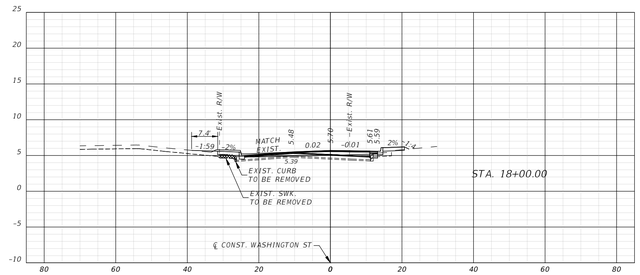


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State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20' (H) 1" = 10' (V)
DATE: JUNE, 2024
DRAWING: **C4.7**

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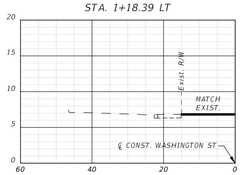
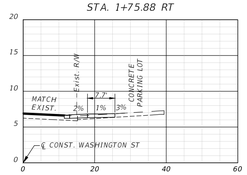
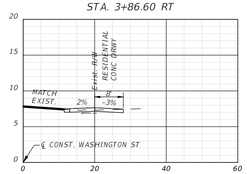
STA. 1+18.39 LT



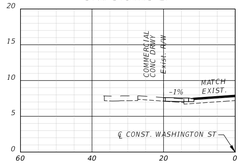

STA. 1+75.88 RT



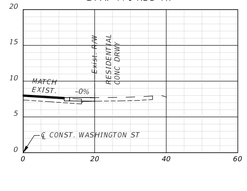

STA. 3+86.60 RT



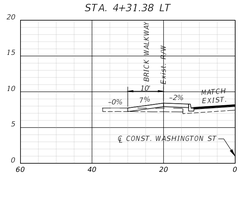

STA. 3+94.43 LT




STA. 4+14.38 RT




STA. 4+31.38 LT

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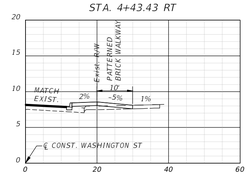
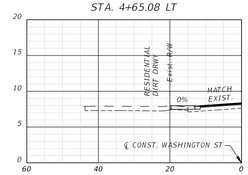
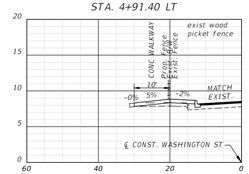


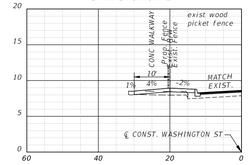

STA. 4+65.08 LT




STA. 4+91.40 LT




STA. 5+04.07 LT

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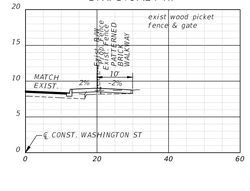


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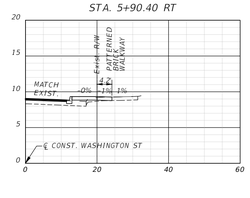
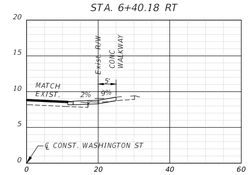
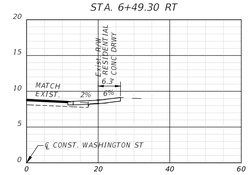


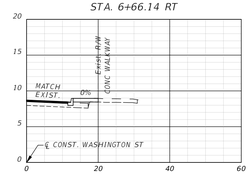

STA. 6+40.18 RT



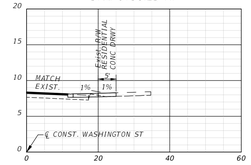

STA. 6+49.30 RT



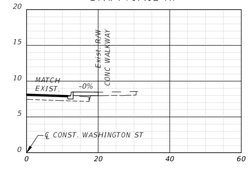

STA. 6+66.14 RT



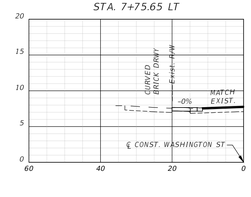

STA. 6+96.23 RT




STA. 7+17.12 RT




STA. 7+75.65 LT




| R E V I S I O N S | | | | R E V I S I O N S | | | |
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| NO. | DATE | DESCRIPTION | BY | NO. | DATE | DESCRIPTION | BY |
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CONSTRUCTION PLANS FOR
# WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

## ROADWAY HALF SECTIONS

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20' (H)
1" = 10' (V)
DATE: JUNE, 2024
DRAWING: **C4.8**

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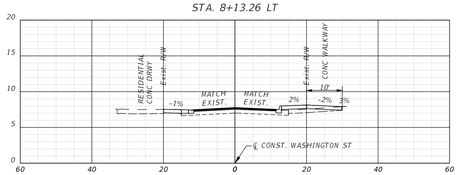
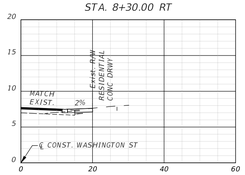
C:\Users\DSweetwood\DC\ACCDocs\DRMP-CE\17-0213.002 Washington Street Streetscape\Project Files\CADD\General-Civil\Design\Plans\RDXSRD02.dwg Plotted: Jan 24, 2025 - 8:10am by DSweetwood

NOTE:
USE A TIE IN SLOPE OF 1:4 OR
GRADED TO SUIT PROPERTY OWNER

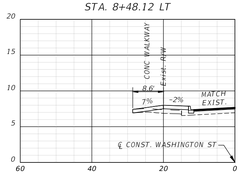
STA. 8+13.26 LT



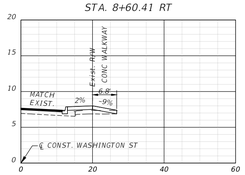

STA. 8+30.00 RT



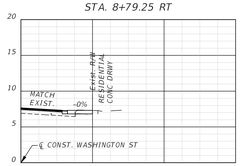

STA. 8+48.12 LT



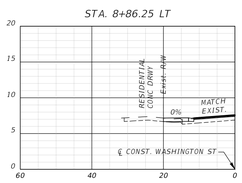

STA. 8+60.41 RT



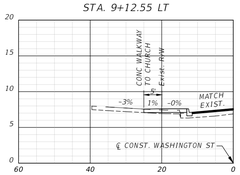

STA. 8+79.25 RT



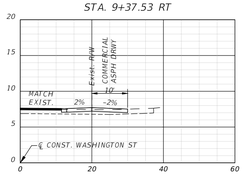

STA. 8+86.25 LT



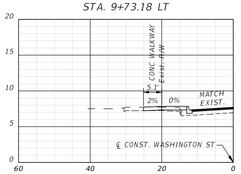

STA. 9+12.55 LT



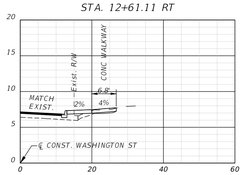

STA. 9+37.53 RT



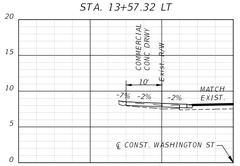

STA. 9+73.18 LT



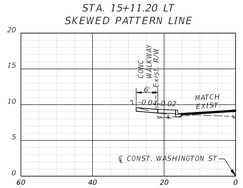

STA. 12+61.11 RT



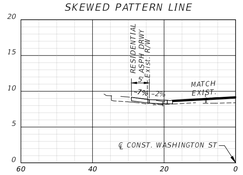

STA. 13+57.32 LT



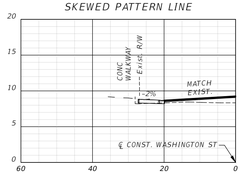

STA. 15+11.20 LT
SKEWED PATTERN LINE



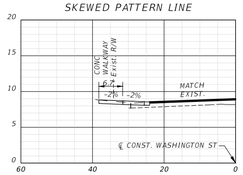

STA. 15+29.46 LT
SKEWED PATTERN LINE



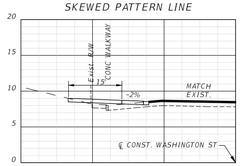

STA. 15+43.94 LT
SKEWED PATTERN LINE




STA. 15+90.36 LT
SKEWED PATTERN LINE




STA. 16+30.90 LT
SKEWED PATTERN LINE




C:\Users\DSweetwood\DC\ACCDocs\DRMP--CE\17-02.13.002 Washington Street Streetscape\Project Files\CADD\General--Civil\Design\Plans\RDXSR002.dwg Plotted: Jan 24, 2025 - 8:10am by DSweetwood

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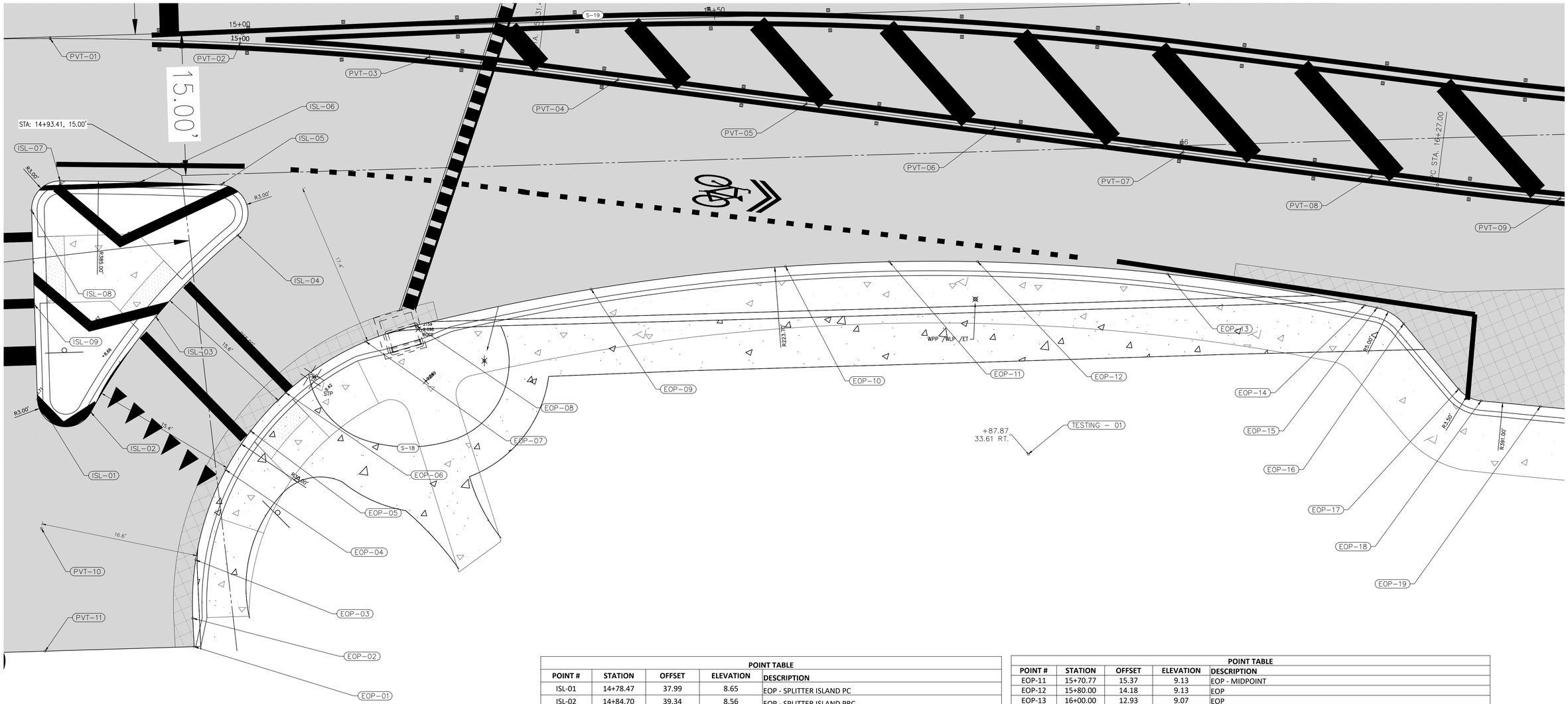
CONSTRUCTION PLANS FOR
**WASHINGTON STREET ROADWAY IMPROVEMENTS**
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

**ROADWAY HALF SECTIONS**

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20' (H) 1" = 10' (V)
DATE: JUNE, 2024
DRAWING: **C4.9**




**LEGEND**

- MILLING & RESURFACING
- WIDENING
- 6" CONC. SWK. & DRWY.
- DETECTABLE WARNINGS

0 1 5
Feet

**POINT TABLE**

| POINT # | STATION | OFFSET | ELEVATION | DESCRIPTION |
|---|---|---|---|---|
| ISL-01 | 14+78.47 | 37.99 | 8.65 | EOP - SPLITTER ISLAND PC |
| ISL-02 | 14+84.70 | 39.34 | 8.56 | EOP - SPLITTER ISLAND PRC |
| ISL-03 | 14+91.98 | 29.15 | 8.73 | EOP - SPLITTER ISLAND MIDPOINT |
| ISL-04 | 15+00.78 | 20.22 | 8.97 | EOP - SPLITTER ISLAND PRC |
| ISL-05 | 14+98.66 | 15.00 | 9.07 | EOP - SPLITTER ISLAND PCC |
| ISL-06 | 14+89.87 | 15.00 | 9.04 | EOP - SPLITTER ISLAND MIDPOINT |
| ISL-07 | 14+81.07 | 15.00 | 9.01 | EOP - SPLITTER ISLAND PCC |
| ISL-08 | 14+77.93 | 18.09 | 8.94 | EOP - SPLITTER ISLAND PT |
| ISL-09 | 14+78.19 | 28.04 | 8.77 | EOP - SPLITTER ISLAND MIDPOINT |
| EOP-01 | 14+97.98 | 63.73 | 9.07 | EOP - MATCH EXIST. |
| EOP-02 | 14+97.64 | 60.75 | 8.22 | EOP - PC |
| EOP-03 | 14+97.70 | 54.60 | 8.23 | EOP |
| EOP-04 | 15+00.79 | 44.97 | 8.34 | EOP |
| EOP-05 | 15+03.48 | 40.74 | 8.45 | EOP - MIDPOINT |
| EOP-06 | 15+07.28 | 36.49 | 8.61 | EOP |
| EOP-07 | 15+15.98 | 30.45 | 8.87 | EOP |
| EOP-08 | 15+21.48 | 28.26 | 9.02 | EOP - PCC |
| EOP-09 | 15+40.00 | 22.23 | 8.96 | EOP |
| EOP-10 | 15+60.00 | 17.26 | 9.09 | EOP |

**POINT TABLE**

| POINT # | STATION | OFFSET | ELEVATION | DESCRIPTION |
|---|---|---|---|---|
| EOP-11 | 15+70.77 | 15.37 | 9.13 | EOP - MIDPOINT |
| EOP-12 | 15+80.00 | 14.18 | 9.13 | EOP |
| EOP-13 | 16+00.00 | 12.93 | 9.07 | EOP |
| EOP-14 | 16+21.02 | 13.55 | 8.99 | EOP - PT |
| EOP-15 | 16+22.34 | 13.65 | 8.99 | EOP - PC |
| EOP-16 | 16+25.33 | 14.96 | 8.99 | EOP - PT |
| EOP-17 | 16+31.70 | 21.08 | 9.37 | EOP - PC |
| EOP-18 | 16+34.06 | 22.04 | 9.14 | EOP - PT |
| EOP-19 | 16+40.00 | 22.00 | 9.04 | EOP |
| PVT-01 | 14+80.00 | 0.00 | 9.31 | PAVEMENT ELEVATION - AT CL |
| PVT-02 | 15+00.00 | 0.00 | 9.37 | PAVEMENT ELEVATION - AT CL |
| PVT-03 | 15+20.00 | 0.00 | 9.42 | PAVEMENT ELEVATION - AT CL |
| PVT-04 | 15+40.00 | 0.00 | 9.41 | PAVEMENT ELEVATION - AT CL |
| PVT-05 | 15+60.00 | 0.00 | 9.34 | PAVEMENT ELEVATION - AT CL |
| PVT-06 | 15+80.00 | 0.00 | 9.23 | PAVEMENT ELEVATION - AT CL |
| PVT-07 | 16+00.00 | 0.00 | 9.06 | PAVEMENT ELEVATION - AT CL |
| PVT-08 | 16+20.00 | 0.00 | 8.87 | PAVEMENT ELEVATION - AT CL |
| PVT-09 | 16+40.00 | 0.00 | 8.66 | PAVEMENT ELEVATION - AT CL |
| PVT-10 | 14+78.87 | 51.58 | 8.55 | PAVEMENT ELEVATION |
| PVT-11 | 14+79.29 | 64.53 | 8.53 | PAVEMENT ELEVATION - MATCH EXIST. |

| REVISIONS | | | | REVISIONS | | | |
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CONSTRUCTION PLANS FOR
# WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

## INTERSECTION IMPROVEMENT PLAN SAMS AVENUE

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 5'
DATE: JUNE, 2024
DRAWING: **C4.10**

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## DETAIL 'A'




W11-2
30"X30"
(PEDESTRIAN)
SIGN
W16-9P
(SUPPLEMENTAL)
24"X12"



W11-2
30"X30"
(PEDESTRIAN)
SIGN
W16-7P
(SUPPLEMENTAL)
24"X12"




R1-6A
12"X36"
(IN STREET
PED CROSSING)
SIGN




R1-1
36"X36"
(STOP)
SIGN




R1-2
36"X36"X36"
(YIELD)
SIGN




R5-1
30"X30"
(DO NOT ENTER)
SIGN



R3-1
24"X24"
(NO RIGHT TURN)
SIGN



R3-2
24"X24"
(NO LEFT TURN)
SIGN




R6-1R
36"X12"
(ONE WAY)
SIGN




R6-1L
36"X12"
(ONE WAY)
SIGN




W14-1
30"X30"
(DEAD END)
SIGN



W2-1
30"X30"
(INTERSECTION)
SIGN




R2-1
24"X30"
(SPEED LIMIT)
SIGN




FTP-78L-06
24"X24"
(EVACUATION ROUTE)
SIGN




R1-5BL
36"X36"
(STOP HERE FOR PEDS)
SIGN




W14-1aR
36"X8"
(DEAD END)
SIGN




W14-1aL
36"X8"
(DEAD END)
SIGN







SCHEME 1
Crosswalk
with Stop Signing

**CROSSWALK SIGNING**
NOT TO SCALE




NOTE: REPLACE RECTANGULAR
FLASHING BEACON WITH
HIGHLIGHTED SIGN

**DETAIL 'B'**
**SOLAR POWERED**
**HIGHLIGHTED SIGN PANELS**
(CROSSWALK PROTECTION)
SEE ALSO FDOT STANDARD PLAN 654-001
NOT TO SCALE

| REVISIONS | | | | REVISIONS | | | |
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CITY OF NEW SMYRNA BEACH, FLORIDA

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**OVERALL STRIPING AND SIGNAGE PLAN**

William E. Moss, P.E.
State of Florida # 74611

FPID NO.: 447711-1-54-01
SCALE: 1" = 30'
DATE: JUNE, 2024
DRAWING: **C5.0**

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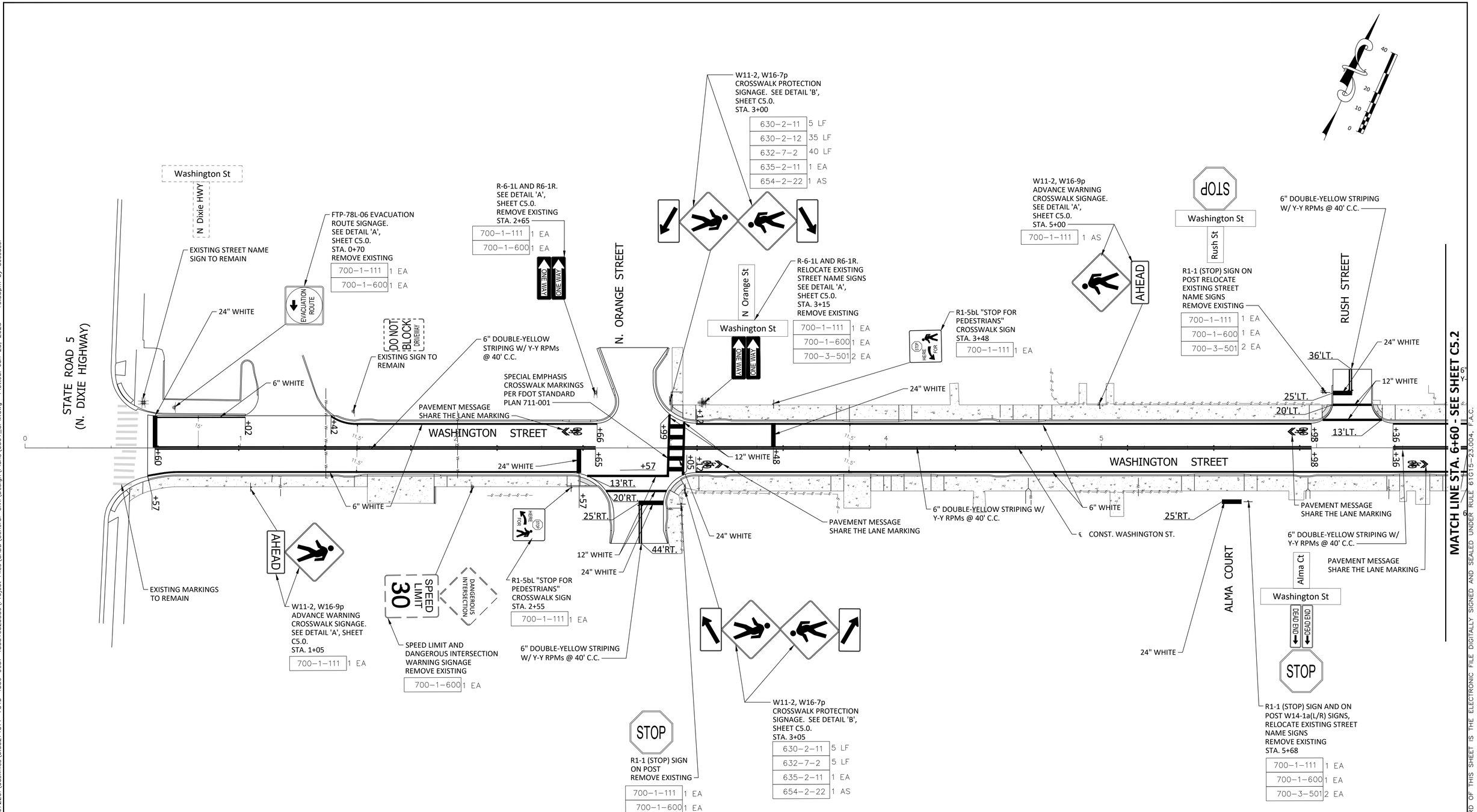


## PLAN - STA. 0+00 TO STA. 6+60

| REVISIONS | | | | REVISIONS | | | |
|---|---|---|---|---|---|---|---|
| NO. | DATE | DESCRIPTION | BY | NO. | DATE | DESCRIPTION | BY |
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CONSTRUCTION PLANS FOR
**WASHINGTON STREET ROADWAY IMPROVEMENTS**
CITY OF NEW SMYRNA BEACH, FLORIDA

**STRIPING AND SIGNAGE PLAN STA. 0+00 TO STA. 6+60**

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

William E. Moss, P.E.
State of Florida # 74611

FPID NO.: 447711-1-54-01
SCALE: 1" = 20'
DATE: JUNE, 2024
DRAWING: **C5.1**

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MATCH LINE STA. 6+60 - SEE SHEET C5.1

MATCH LINE STA. 13+20 - SEE SHEET C5.3

WASHINGTON STREET

RUSH STREET

FAULKNER STREET

CITY PROPERTY

CONST. WASHINGTON ST.

6" DOUBLE-YELLOW STRIPING W/ Y-Y RPMs @ 40' C.C.

PAVEMENT MESSAGE SHARE THE LANE MARKING

SPECIAL EMPHASIS CROSSWALK MARKINGS PER FDOT STANDARD PLAN 711-001

24" WHITE

12" WHITE

6" WHITE

30'LT.

41'LT.

25'LT.

18'LT.

13'RT.

20'RT.

26'RT.

25'RT.

66'RT.

CROSSWALK PROTECTION SIGNAGE. SEE DETAIL 'B', SHEET C5.0.
STA. 10+98

| | |
|---|---|
| 630-2-11 | 5 LF |
| 630-2-12 | 35 LF |
| 632-7-2 | 40 LF |
| 635-2-11 | 1 EA |
| 654-2-22 | 1 AS |

R1-1 (STOP) SIGN ON POST
REMOVE EXISTING

| | |
|---|---|
| 700-1-111 | 1 EA |
| 700-1-600 | 1 EA |

CROSSWALK PROTECTION SIGNAGE. SEE DETAIL 'B', SHEET C5.0.
STA. 11+65

| | |
|---|---|
| 630-2-11 | 5 LF |
| 630-2-12 | 35 LF |
| 632-7-2 | 40 LF |
| 635-2-11 | 1 EA |
| 654-2-22 | 1 AS |

R1-5bL "STOP FOR PEDESTRIANS" CROSSWALK SIGN
STA. 11+67

| | |
|---|---|
| 700-1-111 | 1 EA |

R5-1, R6-1L AND R6-1R DO NOT ENTER AND ONE WAY SIGN ON POST
SYA. 7+50

| | |
|---|---|
| 700-1-12 | 1 EA |
| 700-1-600 | 1 EA |

R5-1, R6-1L AND R6-1R DO NOT ENTER AND ONE WAY SIGN ON POST

| | |
|---|---|
| 700-1-12 | 1 AS |

R1-1 (STOP) SIGN ON POST
RELOCATE EXISTING STREET NAME SIGNS ON POST
REMOVE EXISTING
STA. 7+85

| | |
|---|---|
| 700-1-111 | 1 EA |
| 700-1-600 | 1 EA |
| 700-3-501 | 2 EA |

W11-2, W16-9p ADVANCE WARNING CROSSWALK SIGNAGE. SEE DETAIL 'A', SHEET C5.0.
STA. 8+90

| | |
|---|---|
| 700-1-111 | 1 AS |

R1-5bL "STOP FOR PEDESTRIANS" CROSSWALK SIGN
STA. 10+61

| | |
|---|---|
| 700-1-111 | 1 AS |

CROSSWALK PROTECTION SIGNAGE. SEE DETAIL 'B', SHEET C5.0.
STA. 11+00

| | |
|---|---|
| 630-2-11 | 5 LF |
| 632-7-2 | 5 LF |
| 635-2-11 | 1 EA |
| 654-2-22 | 1 AS |

R1-1 (STOP) SIGN ON POST
RELOCATE EXISTING STREET NAME SIGNS ON POST
REMOVE EXISTING

| | |
|---|---|
| 700-1-111 | 1 EA |
| 700-1-600 | 1 EA |
| 700-3-501 | 2 EA |

CROSSWALK PROTECTION SIGNAGE. SEE DETAIL 'B', SHEET C5.0.
STA. 11+65

| | |
|---|---|
| 630-2-11 | 5 LF |
| 632-7-2 | 5 LF |
| 635-2-11 | 1 EA |
| 654-2-22 | 1 AS |

EXISTING SIGNS TO REMAIN

## PLAN - STA. 6+60 TO STA. 13+20

| REVISIONS | | | | REVISIONS | | | |
|---|---|---|---|---|---|---|---|
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CONSTRUCTION PLANS FOR
**WASHINGTON STREET ROADWAY IMPROVEMENTS**
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

**STRIPING AND SIGNAGE PLAN STA. 6+60 TO STA. 13+20**

William E. Moss, P.E.
State of Florida # 74611

FPID NO.: 447711-1-54-01
SCALE: 1" = 20'
DATE: JUNE, 2024
DRAWING: **C5.2**

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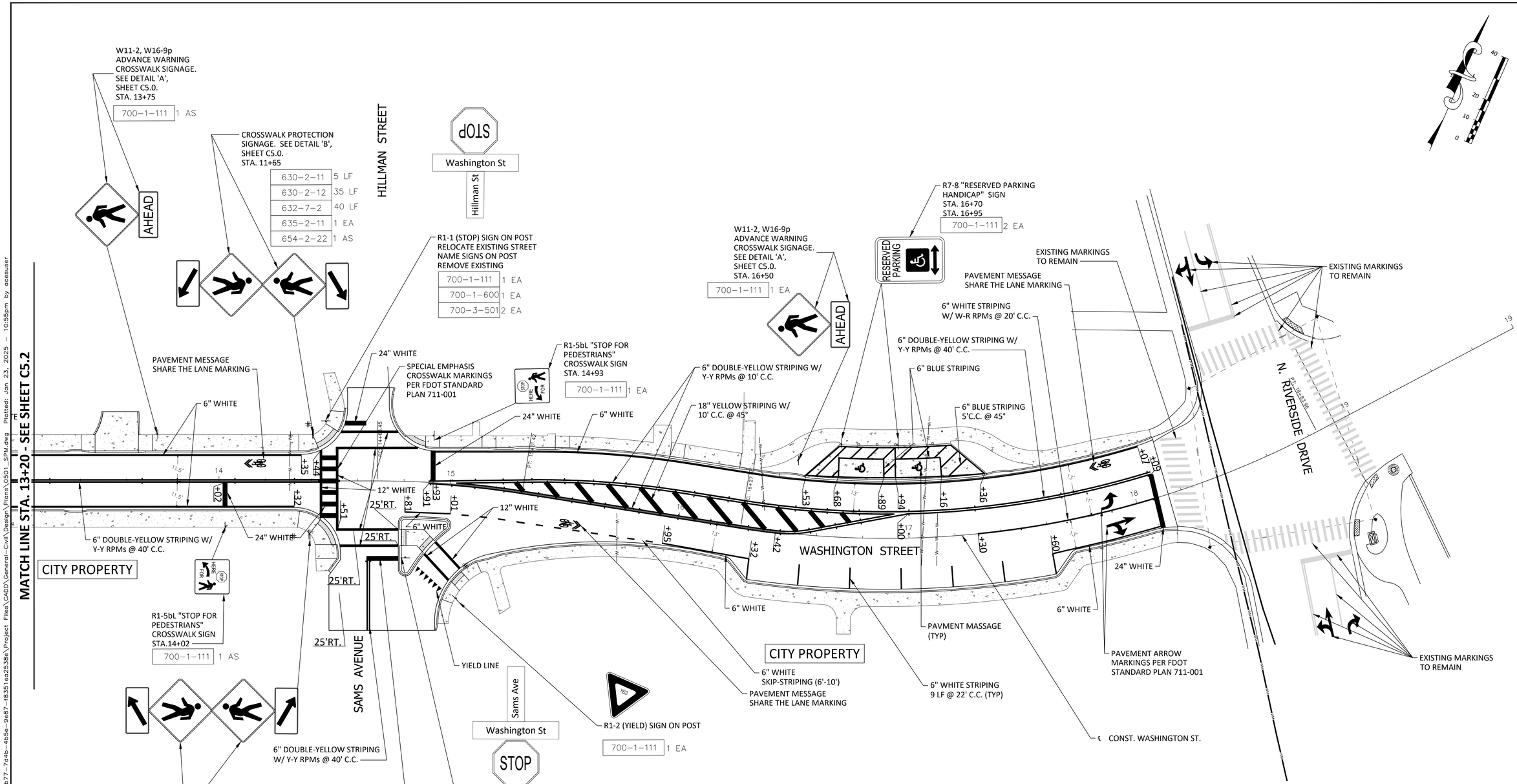


## PLAN - STA. 13+20 TO STA. 19+80

| R E V I S I O N S | | | | R E V I S I O N S | | | |
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**STRIPING AND SIGNAGE PLAN STA. 13+20 TO STA. 19+80**

William E. Moss, P.E.
State of Florida # 74611

FPID NO.: 447711-1-54-01
SCALE: 1" = 20'
DATE: JUNE, 2024
DRAWING: **C5.3**

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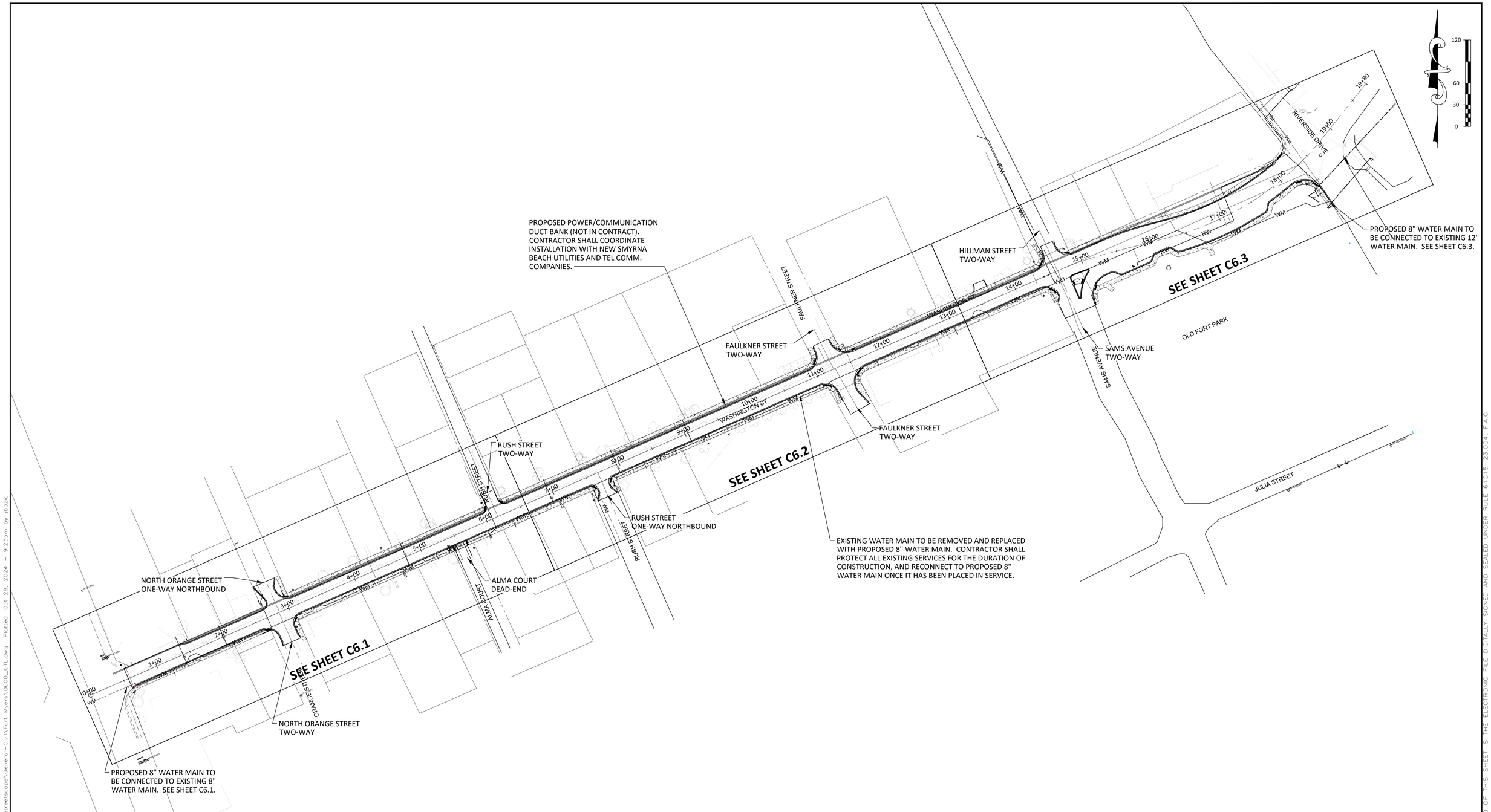


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CONSTRUCTION PLANS FOR
# WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

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## OVERALL UTILITIES PLAN

Patrick J. Day, P.E.
State of Florida # 56709

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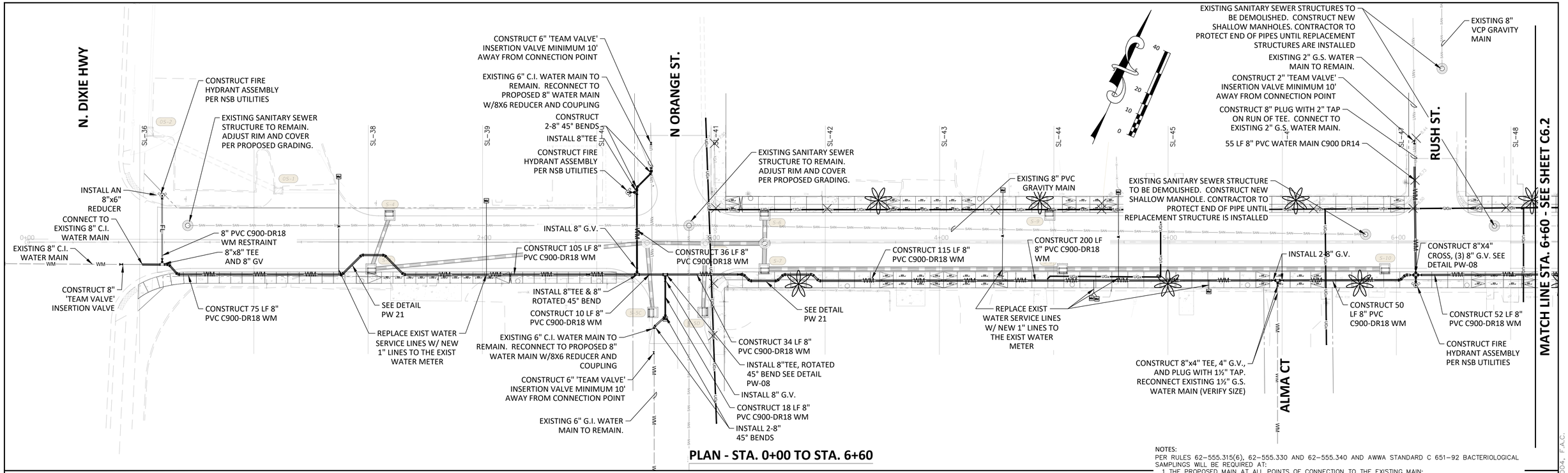
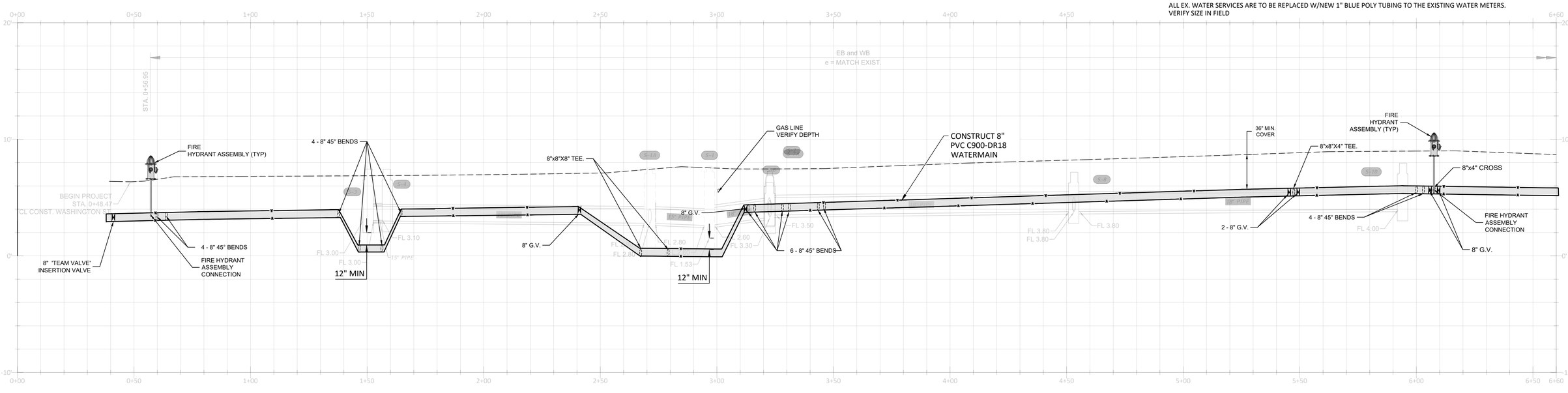



## PLAN - STA. 0+00 TO STA. 6+60

NOTES:
PER RULES 62-555.315(6), 62-555.330 AND 62-555.340 AND AWWA STANDARD C 651-92 BACTERIOLOGICAL SAMPLINGS WILL BE REQUIRED AT:
1. THE PROPOSED MAIN AT ALL POINTS OF CONNECTION TO THE EXISTING MAIN;
2. AT ALL TERMINAL ENDS OF THE PROPOSED WATER MAINS;
3. ON STRAIGHT RUN OF PIPES BETWEEN TWO ISOLATION VALVES AND MAXIMUM INTERVAL BETWEEN TWO SAMPLING LOCATIONS SHALL BE 1,200-FT; AND
4. BEGINNING AND END OF LINES FOR EACH SEGMENT TO BE PARTIALLY COMPLETED/CLEARED.

ALL EX. WATER SERVICES ARE TO BE REPLACED W/NEW 1" BLUE POLY TUBING TO THE EXISTING WATER METERS. VERIFY SIZE IN FIELD




## PROFILE - STA. 0+00 TO STA. 6+60

| REVISIONS | | | | REVISIONS | | | |
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**UTILITIES PLAN AND PROFILE STA. 0+00 TO STA. 6+60**

Patrick J. Day, P.E.
State of Florida # 56709

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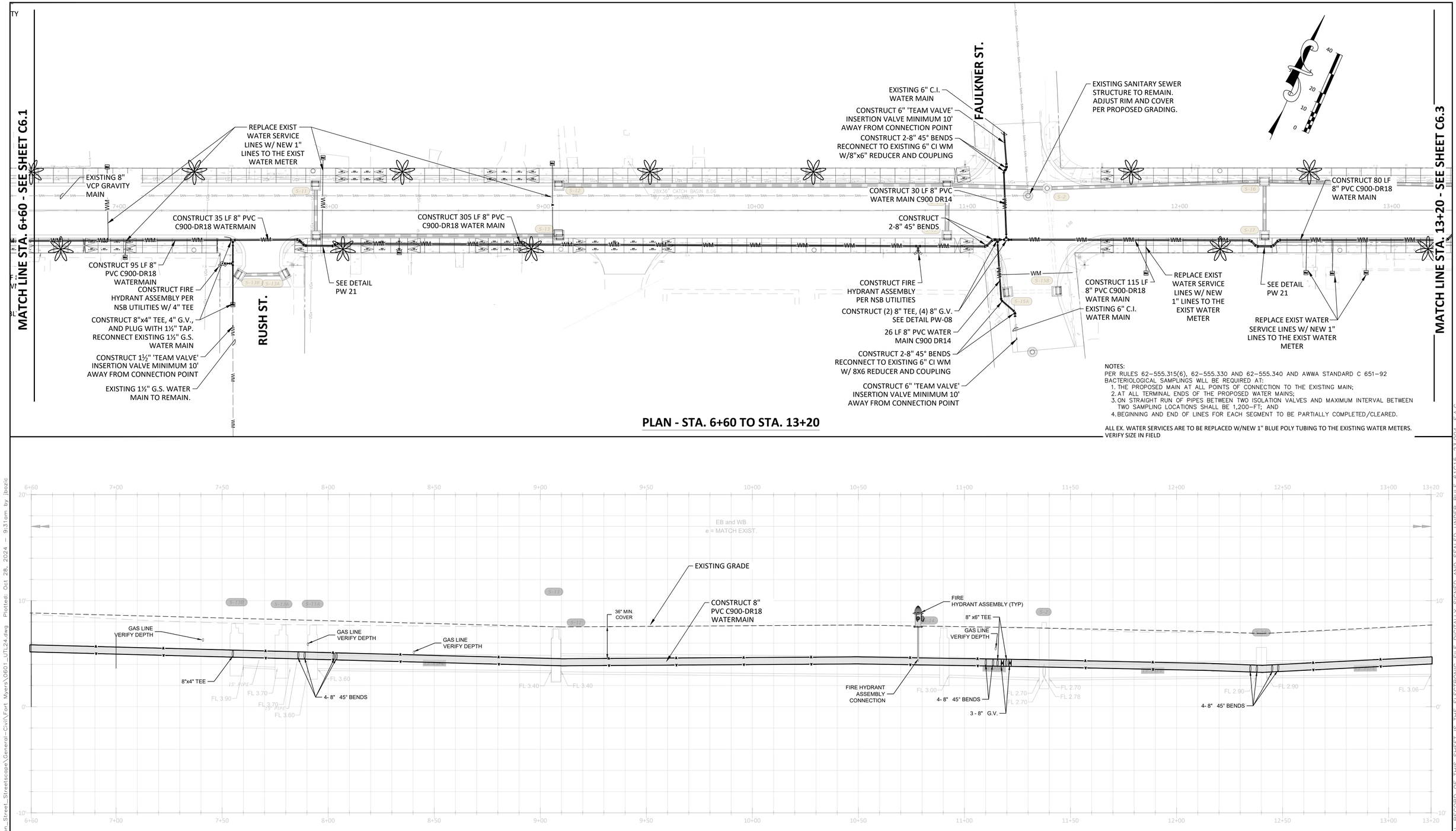


## PLAN - STA. 6+60 TO STA. 13+20

NOTES:
PER RULES 62-555.315(6), 62-555.330 AND 62-555.340 AND AWWA STANDARD C 651-92 BACTERIOLOGICAL SAMPLINGS WILL BE REQUIRED AT:
1. THE PROPOSED MAIN AT ALL POINTS OF CONNECTION TO THE EXISTING MAIN;
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ALL EX. WATER SERVICES ARE TO BE REPLACED W/NEW 1" BLUE POLY TUBING TO THE EXISTING WATER METERS. VERIFY SIZE IN FIELD




## PROFILE - STA. 6+60 TO STA. 13+20

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CONSTRUCTION PLANS FOR
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CITY OF NEW SMYRNA BEACH, FLORIDA

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**UTILITIES PLAN AND PROFILE STA. 6+60 TO STA. 13+20**

Patrick J. Day, P.E.
State of Florida # 56709

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## MATCH LINE - SEE INSET PLAN

MATCH LINE STA. 13+20 - SEE SHEET C6.2

EXISTING WATER MAIN CONTRACTOR TO VERIFY LOCATION AND DEPTH

***EXISTING GAS MAIN APPX 1.5'BELOW GRADE. CONTRACTOR TO VERIFY LOCATION AND DEPTH

HILLMAN ST.

EXISTING SANITARY SEWER STRUCTURE TO REMAIN. ADJUST RIM AND COVER PER PROPOSED GRADING.

CONSTRUCT 180 LF 10" HDPE WATER MAIN DIRECTIONAL DRILL WM TO GO NO DEEPER THAN 6' AND O LESS THAN 4' FROM GRADE

ENTRY DRILL PIT OR 10" HDPE HDD ANGLE APPX 11°, INSTALL 8" G.V. & ARV WITH HDPE BEND & MJ ADAPTER

SEE DETAIL PW 21

CONSTRUCT 8" TEE AND (2) 8" G.V.

CONSTRUCT 35 LF 8" PVC WM

CONSTRUCT 110 LF 8" PVC C900-DR18 WATER MAIN

CONSTRUCT FIRE HYDRANT ASSEMBLY PER NSB UTILITIES

CONSTRUCT (1) 8"x8"x8" TEE, (1) 8"x6" REDUCER, (3) 8" G.V, AND (1) 6" G.V. SEE DETAIL PW-08

CONNECT EXISTING 6" WM TO PROPOSED 6" G.V. W/COUPLING

SAMS AVE.

CONSTRUCT 6" 'TEAM VALVE' INSERTION VALVE MINIMUM 10' AWAY FROM CONNECTION POINT

EXISTING 6" C.I. WATER MAIN

CONSTRUCT 24 LF 8" PVC C900-DR18 WATER MAIN

REPLACE EXIST WATER SERVICE LINES W/ NEW 1" LINES TO THE EXIST WATER METER

CONSTRUCT 370 LF 8" PVC C900-DR18 WATER MAIN

REPLACE EXIST WATER SERVICE LINES W/ NEW 1" LINES TO THE EXIST WATER METER

EX. 12" WATER MAIN

CONSTRUCT FIRE HYDRANT ASSEMBLY

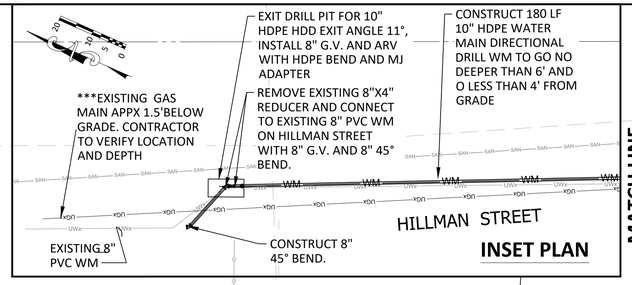
PROPOSED 8" PVC WM AND 45 DEGREE FITTING. 8" WM OVER EXISTING 16" FM WITH MINIMUM 1.0' VERTICAL CLEARANCE

PROPOSED 8"x12" TAPPING SLEEVE AND GATE VALVE. MINIMUM 3.0' FROM PIPE JOINT AND EXISTING TAPS.

N RIVERSIDE DR.

MATCH LINE

### INSET PLAN




### PLAN - STA. 13+20 TO STA. 19+80

NOTES:
PER RULES 62-555.315(6), 62-555.330 AND 62-555.340 AND AWWA STANDARD C 651-92 BACTERIOLOGICAL SAMPLINGS WILL BE REQUIRED AT:
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3. ON STRAIGHT RUN OF PIPES BETWEEN TWO ISOLATION VALVES AND MAXIMUM INTERVAL BETWEEN TWO SAMPLING LOCATIONS SHALL BE 1,200-FT; AND
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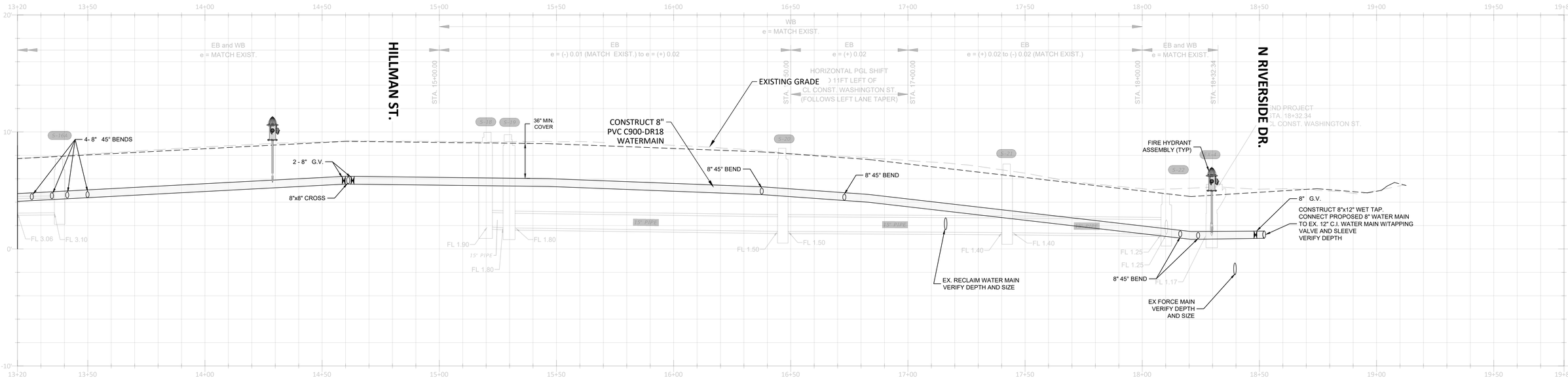


### PROFILE - STA. 13+20 TO STA. 19+80

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CONSTRUCTION PLANS FOR
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CITY OF NEW SMYRNA BEACH, FLORIDA

**UTILITIES PLAN AND PROFILE STA. 13+20 TO STA. 19+80**

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Patrick J. Day, P.E.
State of Florida # 56709

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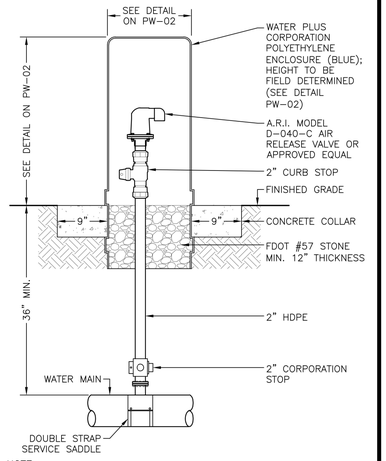
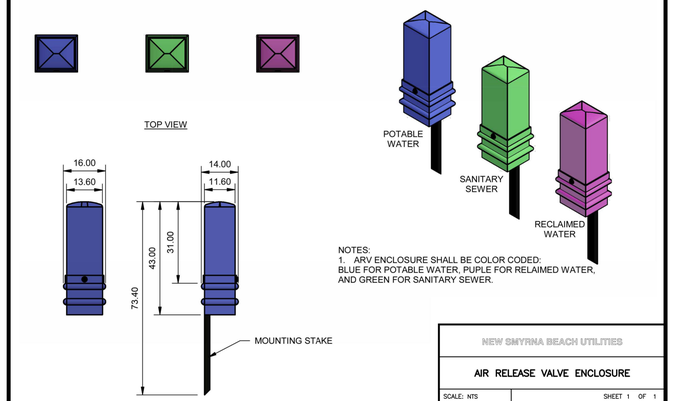


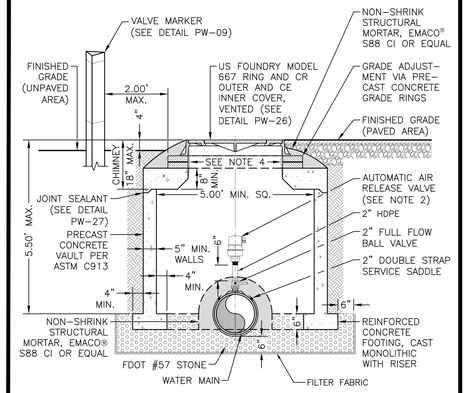

NOTE:
1. FITTINGS AND PIPE FOR VALVES SHALL BE LEAD FREE BRASS.
2. ALL JOINTS SHALL BE RESTRAINED.
3. FILTER FABRIC SHALL BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES.

| NEW SMYRNA BEACH UTILITIES | |
|---|---|
| ABOVE GROUND AIR RELEASE VALVE | |
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | PW-01 |



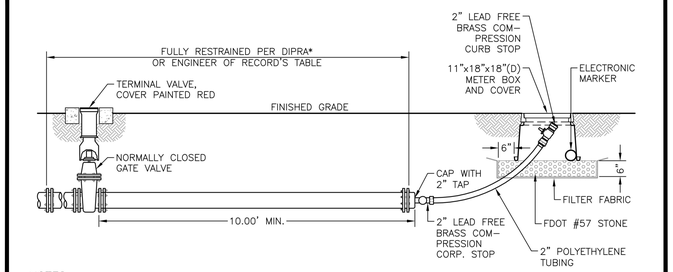

NOTES:
1. ARV ENCLOSURE SHALL BE COLOR CODED: BLUE FOR POTABLE WATER, PUPLE FOR RELAIMED WATER, AND GREEN FOR SANITARY SEWER.

| NEW SMYRNA BEACH UTILITIES | |
|---|---|
| AIR RELEASE VALVE ENCLOSURE | |
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | PW-02 |



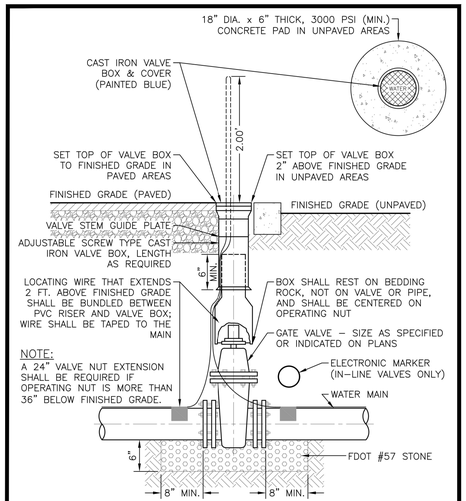

NOTES:
1. RINGS AND COVERS IN PAVEMENT OR SIDEWALK SHALL BE FLUSH WITH FINISHED GRADE. RINGS AND COVERS SHALL BE 4" ABOVE FINISHED GRADE IN UNPAVED AREAS.
2. SEE A.R.I. FLOW CONTROL ACCESSORIES CATALOG FOR S-050, 2" THREADED AUTOMATIC AIR RELEASE VALVE CONFIGURATION, OR APPROVED EQUAL.
3. COIL 6 FT. OF TRACER WIRE WITHIN VAULT; WIRE SHALL BE TAPED TO THE MAIN.
4. EPOXY MORTAR INSIDE OF CHIMNEY/PRECAST CONCRETE GRADE RINGS FOR A SMOOTH FINISH.
5. FILTER FABRIC SHALL BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES.

| NEW SMYRNA BEACH UTILITIES | |
|---|---|
| AIR RELEASE VALVE IN CONCRETE VAULT | |
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | PW-03 |



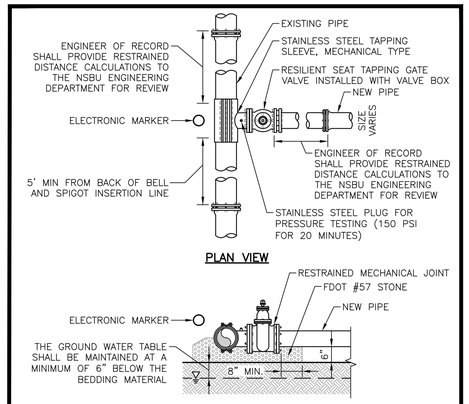

NOTES:
1. DUCTILE IRON PIPE RESEARCH ASSOCIATION.
2. FILTER FABRIC SHALL BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES

| 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.

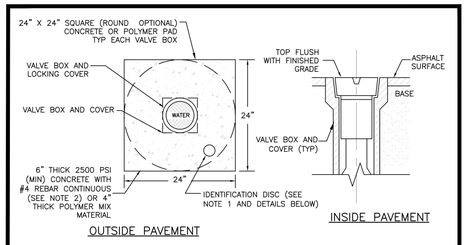
| NEW SMYRNA BEACH UTILITIES | |
|---|---|
| GATE VALVE | |
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | PW-05 |




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.

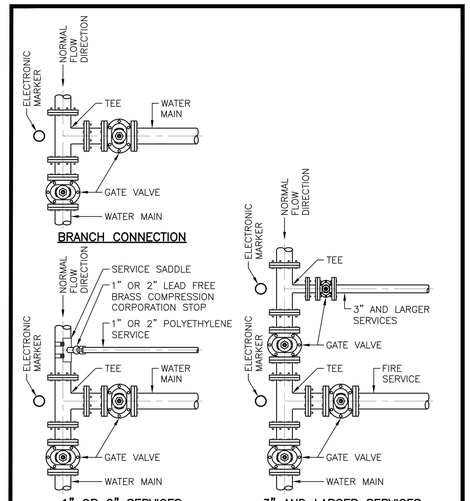
| NEW SMYRNA BEACH UTILITIES | |
|---|---|
| TAPPING SLEEVE AND VALVE | |
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | PW-06 |



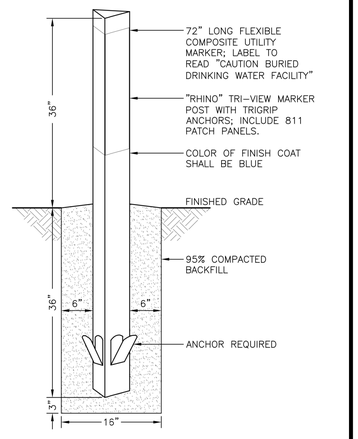

NOTES:
1. BRONZE (OR STAINLESS STEEL) IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES, EXCEPT HYDRANT VALVES.
2. IN LIEU OF PRECAST CONCRETE PAD, A 6" THICK X 24" (ROUND OR SQUARE) POURED CONCRETE PAD WITH TWO #4 REBAR AROUND PERIMETER MAY BE USED.

*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 |




| 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 |

| REVISIONS | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| NO. | DATE | DESCRIPTION | BY | NO. | DATE | DESCRIPTION | BY | DESIGNED BY | --- | DRMP, Inc. | DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS | CONSTRUCTION PLANS FOR WASHINGTON STREET ROADWAY IMPROVEMENTS CITY OF NEW SMYRNA BEACH, FLORIDA | UTILITY DETAILS |
| | | | | | | | | DRAWN BY | --- | | 941 Lake Baldwin Lane - Orlando, Florida 32814 Phone:407.896.0594 Fax:407.896.4836 WWW.DRMP.COM | DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE | Patrick J. Day, P.E. State of Florida # 56709 |
| | | | | | | | | CHECKED BY | --- | | | | |
| | | | | | | | | APPROVED BY | --- | | | | |

FPID NO.: 447711-1-54-01
SCALE:
DATE: JUNE, 2024
DRAWING: C6.4

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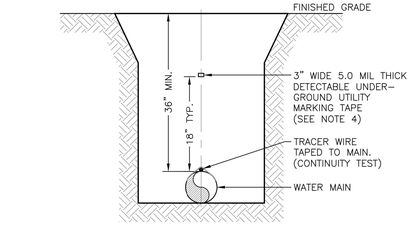
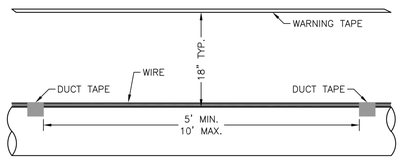


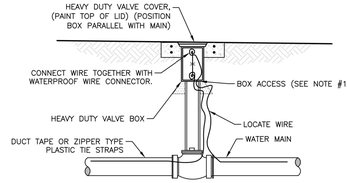

SECTION VIEW



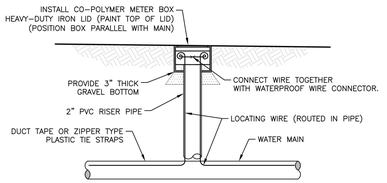

ELEVATION VIEW

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.

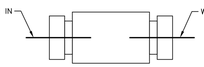
| NEW SMYRNA BEACH UTILITIES | |
|---|---|
| PIPE LOCATING WIRE AND TAPE | |
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | PW-10 |




LOCATE WIRE BOX UTILIZING VALVE BOX



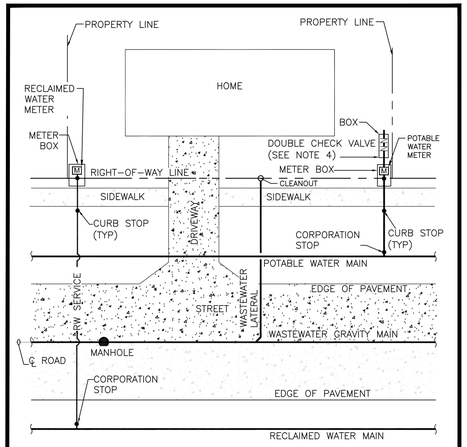

LOCATE WIRE UTILIZING METER BOX




WATERPROOF WIRE CONNECTOR DETAIL

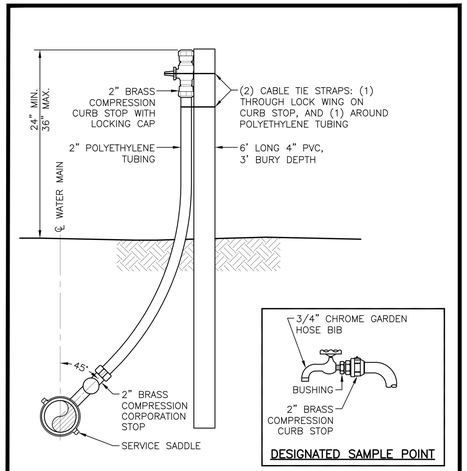
NOTES:
1. LOCATE WIRE SHALL ENTER THE VALVE BOX THROUGH A "V" CUT IN THE 6" PVC RISER PIPE.
2. LOCATE WIRE SHALL HAVE ENOUGH SLACK TO REACH 4' ABOVE FINAL GRADE AND LOCATE POINTS.
3. LOCATE WIRE CONNECTION SHALL ONLY BE A 2-WAY CONNECTION.

| NEW SMYRNA BEACH UTILITIES | |
|---|---|
| PIPE LOCATING WIRE BOX | |
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | PW-11 |




NOTE:
1. PRIOR TO METERS BEING INSTALLED, THE PROPERTY LINES AND BACK OF SIDEWALK ARE TO BE STAKED.
2. SANITARY CLEANOUT PADS SHALL BE PARALLEL TO THE SIDEWALK AND SET AT FINISHED GRADE.
3. METER BOXES AND CLEANOUTS SHALL MAINTAIN A MINIMUM SEPARATION OF 36" FROM ELECTRIC TRANSFORMERS, CABLE JUNCTION BOXES, OR ANY OTHER ABOVE GROUND SERVICE FIXTURE OR STRUCTURE.
4. METER AND BOX TO BE INSTALLED BY NSBU AND DOUBLE CHECK BACKFLOW PREVENTER TO BE INSTALLED BY CONTRACTOR.
5. EXISTING FIRE HYDRANTS, AUTOMATIC FLUSHING DEVICES OR VALVES ARE TO BE MAINTAINED AT FINISHED GRADE BETWEEN THE PROPERTY LINES TO THE EDGE OF THE PAVEMENT.
6. DOUBLE UTILITY SERVICES ARE NOT PERMITTED WITHOUT PRIOR WRITTEN APPROVAL BY NSBU.

| NEW SMYRNA BEACH UTILITIES | |
|---|---|
| RESIDENTIAL SERVICE LOCATIONS | |
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | PW-13 |

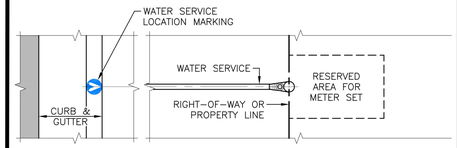



DESIGNATED SAMPLE POINT

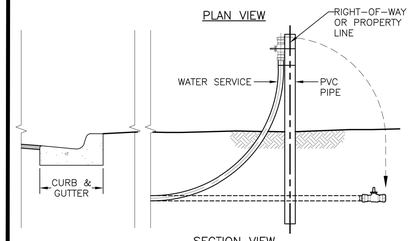
NOTE:
ALL FITTINGS SHALL BE LEAD FREE BRASS.

| NEW SMYRNA BEACH UTILITIES | |
|---|---|
| TEST SERVICE STUB OUT | |
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | PW-15 |

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.

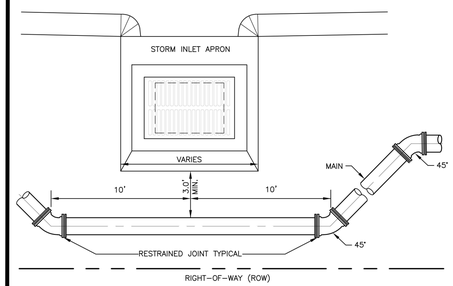



PLAN VIEW




SECTION VIEW

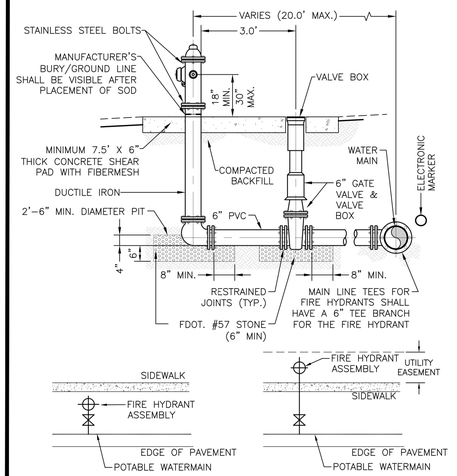
| NEW SMYRNA BEACH UTILITIES | |
|---|---|
| POTABLE WATER SERVICE LOCATION MARKING | |
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | PW-18 |




PLAN VIEW

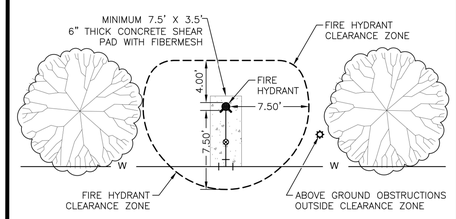
NOTES:
1. MAIN MAY PASS OVER STORM LINE IF 36" OF COVER IS PROVIDED OVER WATER MAIN.
2. PIPE MAY BE DEFLECTED AROUND DRAINAGE INLET IN ACCORDANCE WITH THE RESTRAINED JOINT GUIDELINES OF THE DIPRA.

| 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 |



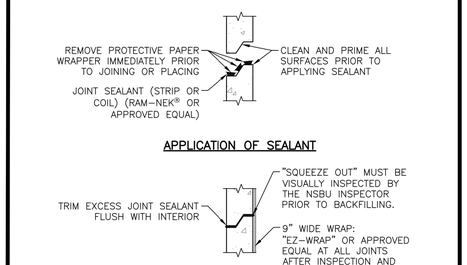

NOTES:
1. HYDRANT MUST BE LOCATED ON THE SAME SIDE OF THE ROAD OR PARKING LOT AS THE WATER MAIN, OUTSIDE THE CLEAR RECOVERY ZONE OF THE TRAVEL WAY, AND A MINIMUM OF 2' FROM SIDEWALK EDGE.
2. HYDRANT MUST HAVE A CLOSED WEEP HOLE.

| 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 |




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 | 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" | 3' 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 FDOT 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 OVEN 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 |

| REVISIONS | | | | | REVISIONS | | | | |
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| NO. | DATE | DESCRIPTION | BY | NO. | DATE | DESCRIPTION | BY | DESIGNED BY | --- |
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| | | | | | | | | APPROVED BY | --- |

DRMP, Inc.

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CONSTRUCTION PLANS FOR
# WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

## UTILITY DETAILS

Patrick J. Day, P.E.
State of Florida # 56709

FPID NO.: 447711-1-54-01
SCALE:
DATE: JUNE, 2024
DRAWING: C6.5

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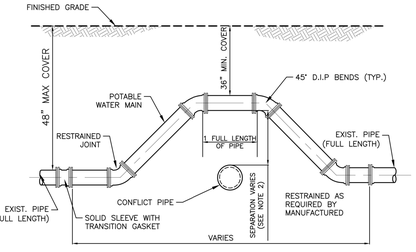


NOTES:

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–32.
3. LOCATING WIRE REQUIRED. SEE DETAIL PW–13.
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** |

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** |

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**

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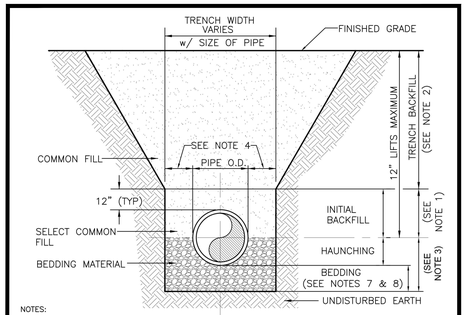
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | **PW–31** |




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**

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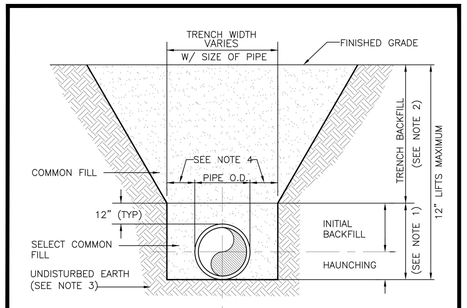
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | **PW–32** |




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**

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| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | **PW–33** |

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CONSTRUCTION PLANS FOR
**WASHINGTON STREET ROADWAY IMPROVEMENTS**
CITY OF NEW SMYRNA BEACH, FLORIDA

**UTILITY DETAILS**

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

Patrick J. Day, P.E.
State of Florida # 56709

FPID NO.: 447711-1-54-01
SCALE:
DATE: JUNE, 2024
DRAWING: **C6.6**

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## TEMPORARY TRAFFIC CONTROL PLAN GENERAL NOTES

1. POST A REGULATORY SPEED OF 20 MPH ON WASHINGTON STREET AT THE BEGINNING AND END OF THE PROJECT LIMITS.
2. PEDESTRIAN TRAFFIC SHALL BE MAINTAINED STANDARD PLANS INDEX 102-660 AND THE PEDESTRIAN DETAILS IN THIS TEMPORARY TRAFFIC CONTROL PLAN (TTCP).
3. CONTRACTOR MUST COORDINATE ALL TEMPORARY DRIVEWAY CLOSURES AND ALL OTHER ACCESS RESTRICTIONS WITH THE CITY OF SMYRNA BEACH, PROPERTY OWNERS AND AREA RESIDENTS.
4. CONTRACTOR MUST PROVIDE TEMPORARY ACCESS TO ALL PROPERTIES DURING TEMPORARY CLOSURES FOR ALL CONSTRUCTION ACTIVITIES.
5. CONTRACTOR MUST COORDINATE TRAFFIC OPERATIONS ON WASHINGTON STREET WITH THE CITY OF NEW SMYRNA BEACH ENGINEERING FOR SPECIAL CITY EVENTS THAT REQUIRE STREET CLOSURES ON SURROUNDING CITY STREETS .
6. CONTRACTOR MUST COORDINATE TEMPORARY TRAFFIC SIGNAL OPERATIONS AT WASHINGTON STREET AND US 1, AND AT WASHINGTON STREET AND RIVERSIDE DRIVE WITH VOLUSIA COUNTY.
7. CONTRACTOR MUST NOTIFY AND COORDINATE STREET CLOSURES WITH THE CITY OF NEW SMYRNA BEACH A MINIMUM OF 10 WORKING DAYS PRIOR TO A FULL CLOSURE OF EASTBOUND AND WESTBOUND TRAFFIC.
8. CLOSURE IS LIMITED TO:
   A. PROVIDE ADVANCE NOTICE OF CLOSURES OF ACCESS TO ADJOINING PROPERTY OWNERS, AND IF THERE ACCESS CANNOT BE RESTORED FOR ALL INACTIVE WORK ZONES, PROVIDE ALTERNATIVE VEHICLE ACCESS. PLUS ALTERNATIVE TRASH COLLECTION, AND DELIVERY SERVICES (POSTAL OR OTHERWISE).
   B. MAINTAIN EMERGENCY VEHICLE ACCESS AT ALL TIMES (AS FEASIBLE).
   C. MAINTAIN PEDESTRIAN PATHWAY ON ONE SIDE OF WASHINGTON STREET AT ALL TIMES.
   D. DIVERT ALL TRANSIT TRAFFIC ON WASHINGTON STREET TO ALTERNATE ROUTES.

## TEMPORARY TRAFFIC CONTROL PLAN PHASING NOTES

### PHASE I

1. CLOSE WASHINGTON STREET TO WESTBOUND TRAFFIC. DETOUR PEDESTRIANS TO THE SOUTH SIDE OF WASHINGTON STREET UTILIZING STANDARD PLANS INDEX 102-600, 102-660 AND 102-603 (AS NEEDED). INSTALL ADVANCE WARNING SIGNS FOR PHASE I TRAFFIC DETOUR. MAINTAIN LOCAL EASTBOUND TRAFFIC ON WASHINGTON STREET.
2. PHASE CONSTRUCTION ACTIVITIES TO MAINTAIN ACCESS TO EXISTING PROPERTIES AND SIDE STREETS.
3. CONSTRUCT ALL UNDERGROUND UTILITY WORK, DRAINAGE IMPROVEMENTS, DRIVEWAYS AND SIDEWALKS ON THE NORTH SIDE OF WASHINGTON STREET. INSTALL UNDERGROUND ELECTRICAL FROM US 1 TO RUSH STREET THEN RUSH TO RIVERSIDE. ELECTRICAL WORK MUST BE COMPLETE PRIOR TO PHASE II TO CONSTRUCT. DETOUR ALL TRAFFIC AND CLOSE WASHINGTON STREET ONLY FOR SIGNIFICANT DRAINAGE AND UNDERGROUND UTILITY WORK. PLACE TEMPORARY PAVEMENT TO RESTORE TRAFFIC AS SOON AS POSSIBLE.
4. DURING SIDE STREET CLOSURES AND FULL CLOSURES ON WASHINGTON STREET FOR CONSTRUCTION OF LATERAL CROSSINGS, DETOUR LOCAL TRAFFIC TO THE NEXT ADJOINING SIDE STREET NORTH OR SOUTH OF THE CLOSURE.
5. PROVIDE DROP-OFF PROTECTION TO MEET THE CONSTRUCTION CONDITIONS PER STANDARD INDEX 102-600, 102-110 AND 102-120.

### PHASE II

1. CLOSE WASHINGTON STREET TO EASTBOUND TRAFFIC. DETOUR PEDESTRIANS TO THE NORTH SIDE OF WASHINGTON STREET UTILIZING STANDARD PLANS INDEX 102-600, 102-660 AND 102-603 (AS NEEDED). INSTALL ADVANCE WARNING SIGNS FOR PHASE II TRAFFIC DETOUR. MAINTAIN LOCAL EASTBOUND TRAFFIC ON WASHINGTON STREET.
2. PHASE CONSTRUCTION ACTIVITIES TO MAINTAIN ACCESS TO EXISTING PROPERTIES AND SIDE STREETS.
3. REMOVE OVERHEAD UTILITIES AND POLES. CONSTRUCT ALL UNDERGROUND UTILITY WORK, DRAINAGE IMPROVEMENTS, COMPLETE LATERAL DRAINAGE AND UTILITY CROSSINGS, DRIVEWAYS, AND SIDEWALKS ON THE SOUTH SIDE OF WASHINGTON STREET. DETOUR ALL TRAFFIC AND CLOSE WASHINGTON STREET ONLY FOR SIGNIFICANT DRAINAGE AND UNDERGROUND UTILITY WORK. PLACE TEMPORARY PAVEMENT TO RESTORE TRAFFIC AS SOON AS POSSIBLE.
4. COMPLETE PROPOSED WM INSTALLATION AND CERTIFICATION PRIOR TO ABANDONING OR REMOVING THE EXISTING WM.
5. UTILIZE INDEX 102-603 AND 102-604 MILL AND PLACE OVERBUILD AND STRUCTURAL COURSE. CONSTRUCT PAVEMENT WIDENING IN CONJUNCTION WITH THE MILLING AND RESURFACING OPERATION (EXCLUDING FRICTION COURSE)0
6. DURING SIDE STREET CLOSURES AND FULL CLOSURES ON WASHINGTON FOR CONSTRUCTION OF LATERAL CROSSINGS, DETOUR TRAFFIC TO THE NEXT ADJOINING SIDE STREET NORTH OR SOUTH OF THE CLOSER.
7. PROVIDE DROP-OFF PROTECTION TO MEET THE CONSTRUCTION CONDITIONS PER STANDARD INDEX 102-600, 102-110 AND 102-120.

### PHASE III

1. COMPLETE MILL AND AND RESURFACING OPERATIONS. UTILIZE STANDARD PLAN INDEX 102-603 AND 102-604 TO MAINTAIN TRAFFIC ON WASHINGTON STREET.
2. PLACE FINAL PAVEMENT STRIPING ON WASHINGTON STREET PER THE SIGNING AND PAVEMENT MARKING PLANS UTILIZING STAND PLANS INDEX 120-603 AND 102-604.

### PHASE IV

1. INSTALL LIGHTING, IRRIGATION AND LANDSCAPE PER PLAN COMPONENT. UTILIZE STANDARD PLAN INDEX 102-603 AND 102-604 TO MAINTAIN TRAFFIC ON WASHINGTON STREET.

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CONSTRUCTION PLANS FOR
**WASHINGTON STREET ROADWAY IMPROVEMENTS**
CITY OF NEW SMYRNA BEACH, FLORIDA

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**TTCP GENERAL NOTES AND PHASING NOTES**

Barry T. White, P.E.
State of Florida # 89071

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SCALE: AS SHOWN
DATE: JUNE, 2024
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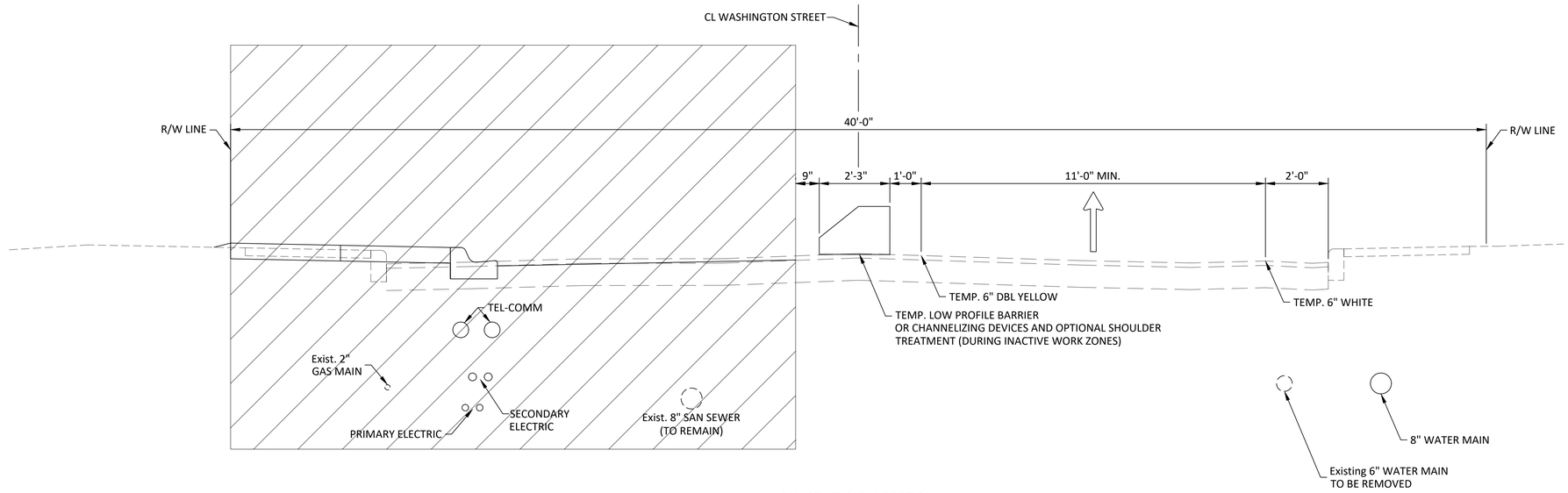
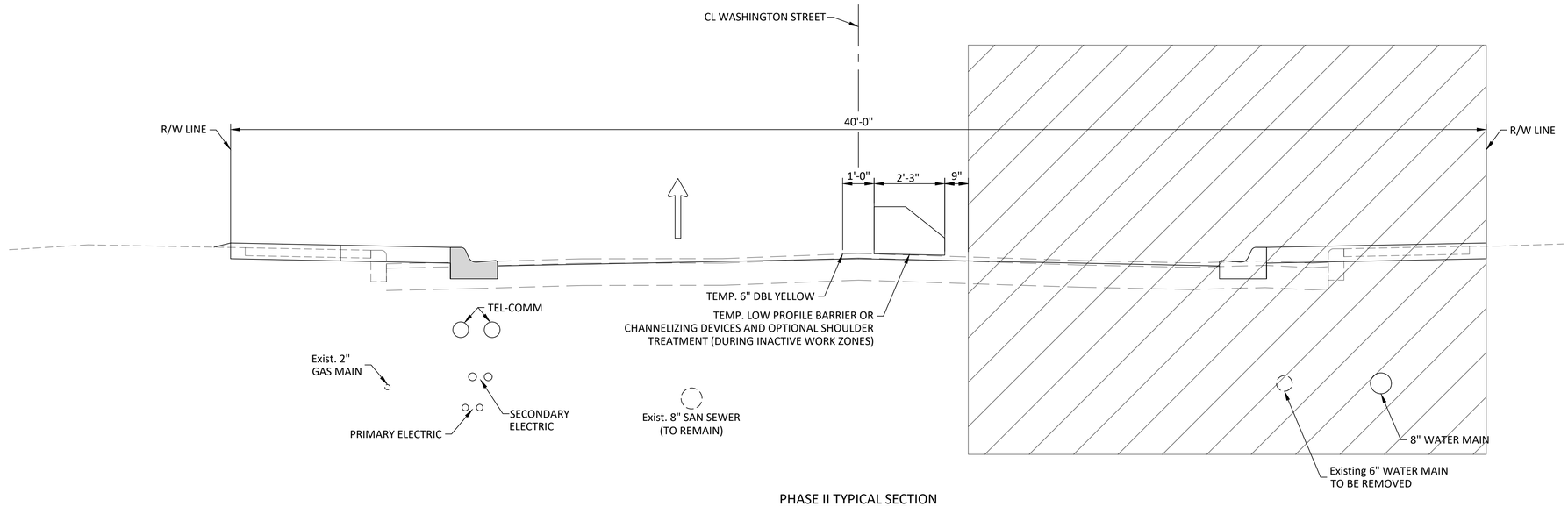



WORK AREA

PHASE I TYPICAL SECTION
WASHINGTON STREET
STA. 0+48.47 TO STA. 18+14.16




WORK AREA

PHASE II TYPICAL SECTION
WASHINGTON STREET
STA. 0+48.47 TO STA. 18+14.16

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**TTCP TYPICAL SECTIONS**

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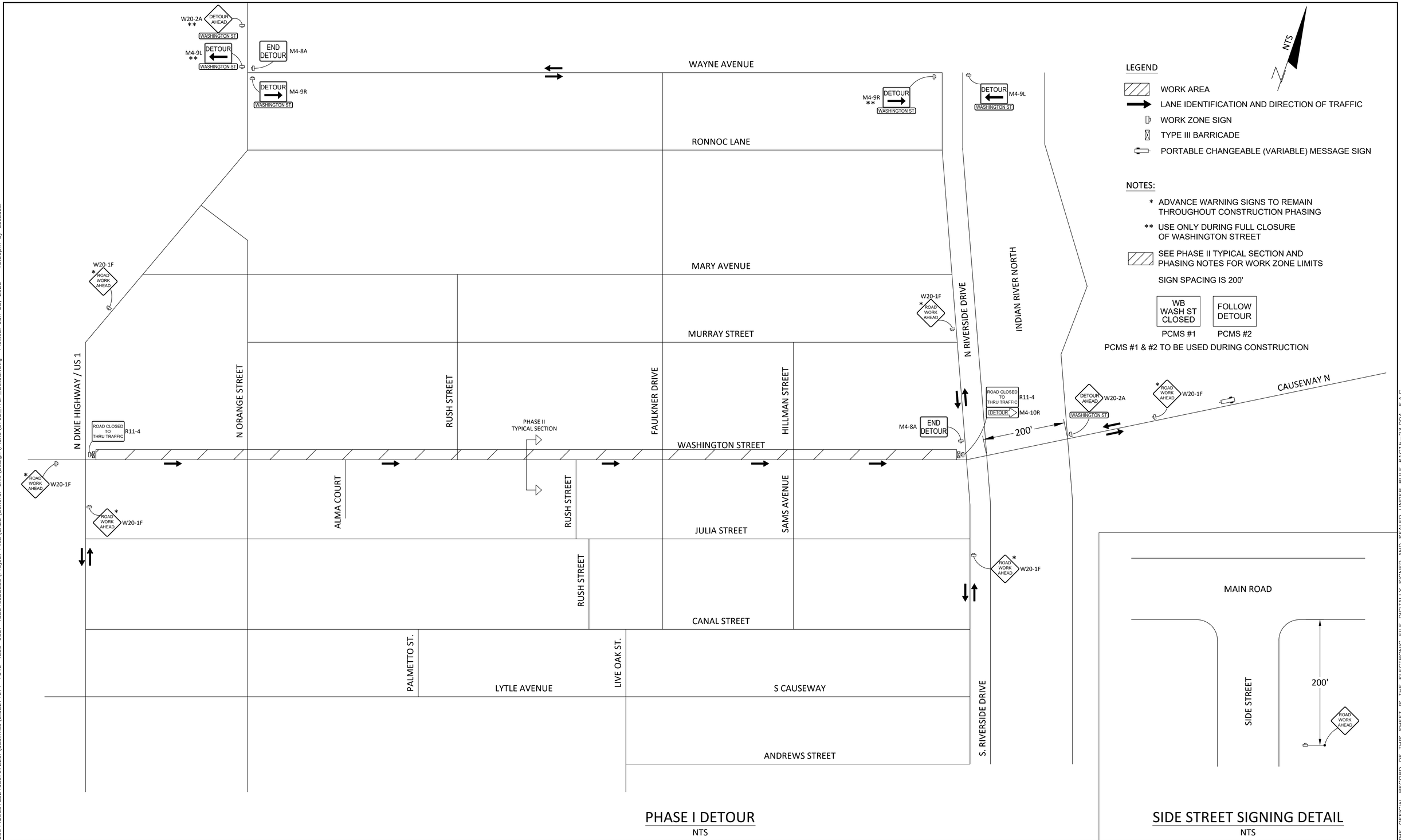


PHASE I DETOUR
NTS




SIDE STREET SIGNING DETAIL
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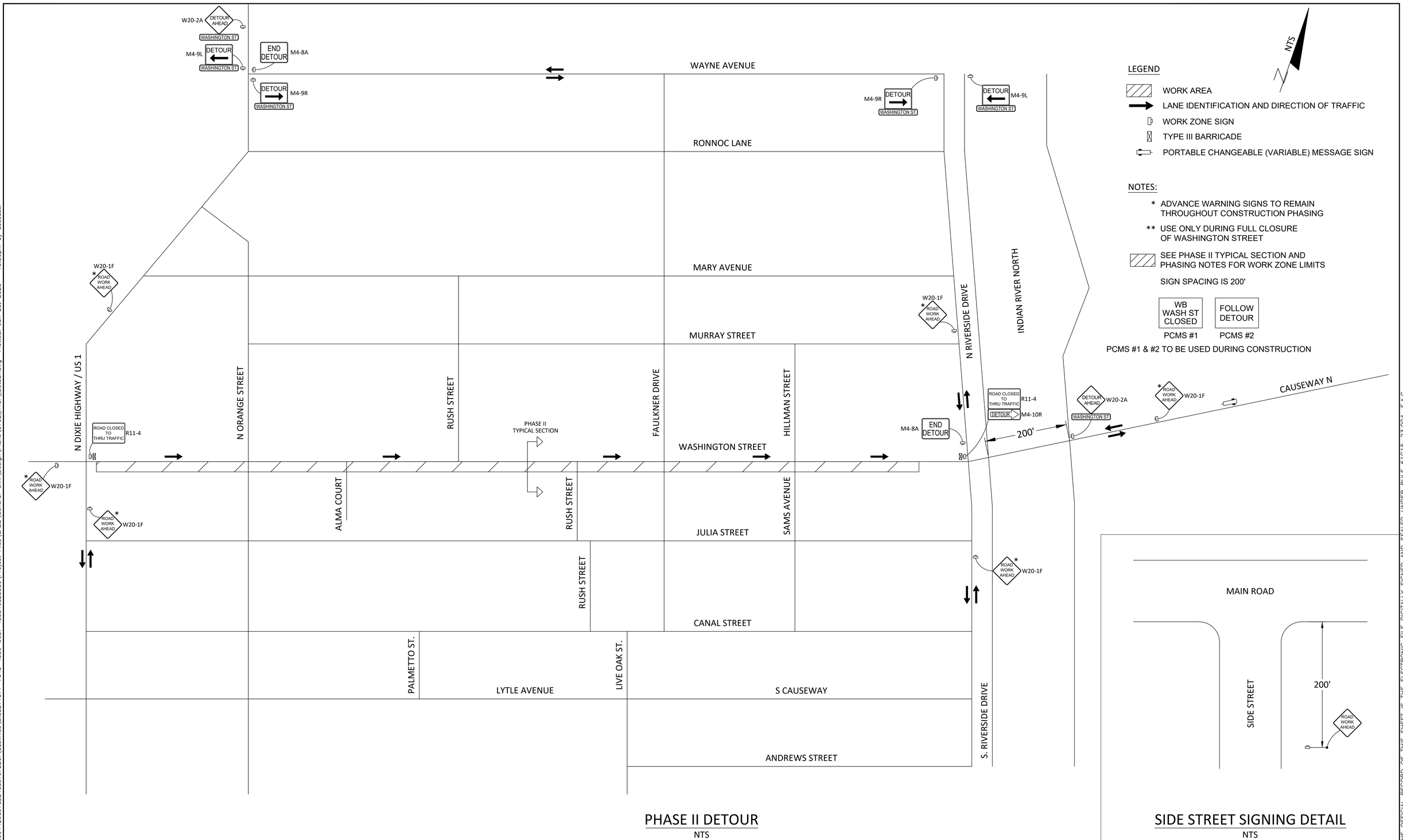


## PHASE II DETOUR
NTS




## SIDE STREET SIGNING DETAIL
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# ELECTRICAL SYMBOL LEGEND

## BASIC MATERIALS

| SYMBOL | DESCRIPTION |
|---|---|
| DEVICE ABBREVIATION TAGS: | |
| 6C | POKE-THRU WITH 6" CORE DRILL |
| 8C | POKE-THRU WITH 8" CORE DRILL |
| 4G | FOUR-GANG FLOOR BOX |
| 6G | SIX-GANG FLOOR BOX |
| 8G | EIGHT-GANG FLOOR BOX |
| AV | DOUBLE DUPLEX RECEPTACLE WITH DEDICATED CIRCUIT FOR AV RACK OR CART |
| C | RECEPTACLE CONTROLLED PER ASHRAE 90.1 (2010); PROVIDE POWER PACK FOR RECEPTACLE CIRCUIT. TO BE CONTROLLED THROUGH LOCAL ROOM OCCUPANCY SENSOR(S); PROVIDE DEVICE WITH BLUE DOT OR UNIVERSAL POWER SYMBOL |
| ETR | EXISTING TO REMAIN |
| H | HOSPITAL GRADE |
| IG | ISOLATED GROUND (ORANGE DEVICE) |
| RL | RELOCATED |
| TR | TAMPER RESISTANT |
| TV | RECEPTACLE MOUNTED ADJACENT TO TV OUTLET, COORDINATE HEIGHT W/ ARCHITECT |
| U | DUPLEX RECEPTACLE WITH (2) USB PORTS |
| WP | WEATHERPROOF |
| $S_a$ | SINGLE POLE SWITCH (SUBSCRIPT INDICATES ITEM CONTROLLED) |
| $S_3$ | THREE-WAY SWITCH |
| $S_4$ | FOUR-WAY SWITCH |
| $S_K$ | SINGLE POLE KEY SWITCH |
| $S_T$ | DIGITAL TIMER SWITCH W/ 5 MIN. WARNING FLASH |
| $S_{OSab}$ | WALL MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR SWITCH, DUAL RELAY |
| $S_{OS}$ | WALL MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR SWITCH |
| $S_{VS}$ | WALL MOUNTED DUAL TECHNOLOGY VACANCY SENSOR SWITCH |
| $S_{D,OS}$ | WALL MOUNTED DUAL TECHNOLOGY DIMMING/OCCUPANCY SENSOR SWITCH |
| $S_{LV}$ | LOW VOLTAGE SWITCH |
| $S_{LVO}$ | LOW VOLTAGE OVERRIDE SWITCH |
| $S_{LVD}$ | LOW VOLTAGE OVERRIDE SWITCH WITH DIMMING |
| $S_F$ | FAN SWITCH |
| $S_M$ | MOTOR RATED SWITCH |
| $S_D$ | DIMMER SWITCH, LINE VOLTAGE |
| PC | PHOTOCELL, MOUNTED ON ROOF FACING NORTH |
| | SINGLE RECEPTACLE |
| | DUPLEX RECEPTACLE |
| | TWO DUPLEX RECEPTACLES (QUAD) WITH COMMON COVERPLATE |
| | DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER |
| | TWO DUPLEX RECEPTACLES (QUAD) WITH COMMON COVER MOUNTED ABOVE COUNTER |
| | DUPLEX RECEPTACLE; EACH RECEPTACLE ON SEPARATE CIRCUIT (PROVIDE BREAKER WITH 2-POLE COMMON TRIP HANDLE) |
| | SPLIT-WIRED CONTROLLED DUPLEX RECEPTACLE |
| | GFCI RECEPTACLE; "WP" INDICATES CAST METAL "IN-USE" WEATHERPROOF COVER, WEATHER-RESISTANT LISTED |
| | TWO GFCI DUPLEX RECEPTACLES (QUAD) WITH COMMON COVERPLATE |
| | GFCI RECEPTACLE MOUNTED ABOVE COUNTER |
| | DUPLEX RECEPTACLE, CEILING MOUNTED |
| | TWO DUPLEX RECEPTACLES (QUAD) WITH COMMON COVERPLATE, CEILING MOUNTED |
| | PEDESTAL MOUNTED DUPLEX RECEPTACLE |
| | FLOOR BOX WITH DUPLEX RECEPTACLE WITH APPROPRIATE FLANGE |
| | FLOOR BOX, TWO DUPLEX RECEPTACLES (QUAD) WITH APPROPRIATE FLANGE |
| | MULTI-SERVICE FLOOR BOX WITH DUPLEX RECEPTACLE, VOICE/DATA/AV DEVICES (REFER TO TECHNOLOGY DRAWINGS OR OWNER'S VENDOR DRAWINGS FOR LOW VOLTAGE REQUIREMENTS) |
| | MULTI-SERVICE FLOOR BOX WITH TWO DUPLEX RECEPTACLES (QUAD) , VOICE/DATA/AV DEVICES (REFER TO TECHNOLOGY DRAWINGS OR OWNER'S VENDOR DRAWINGS FOR LOW VOLTAGE REQUIREMENTS) |
| | MULTI-SERVICE POWER & DATA FLOOR BOX WITH FURNITURE FEED CONNECTION (REFER TO TECHNOLOGY DRAWINGS OR OWNER'S VENDOR DRAWINGS FOR LOW VOLTAGE REQUIREMENTS) |
| | SPECIAL PURPOSE RECEPTACLE, NEMA CONFIGURATION AS NOTED |
| | JUNCTION BOX WALL MOUNTED |
| J | JUNCTION BOX MOUNTED IN OR ABOVE CEILING OR IN STRUCTURE |
| GND | GROUND BUS BAR, COPPER |
| SPD | SURGE PROTECTIVE DEVICE |
| | MOTOR CONNECTION |
| MD | MOTORIZED DAMPER CONNECTION |
| VFD | VARIABLE FREQUENCY DRIVE |
| DDC | DIRECT DIGITAL CONTROL PANEL |
| BAS | BUILDING AUTOMATION SYSTEM CONTROL PANEL |
| LCP | LIGHTING CONTROL PANEL |

| SYMBOL | DESCRIPTION |
|---|---|
| MH | MANHOLE |
| PB | PULLBOX |
| HH | HANDHOLE |
| T | TRANSFORMER |
| ATS | AUTOMATIC TRANSFER SWITCH |
| 30AR 3R NF | NEMA RATING; NEMA 1 UNLESS OTHERWISE NOTED<br>NON-FUSED DISCONNECT SWITCH, RATING AS NOTED<br>NF = NON-FUSED<br>AR = AMPERE RATING OF SWITCH<br>4X SS = NEMA 4X STAINLESS STEEL ENCLOSURE |
| 30AR 3R 20AF | NEMA RATING; NEMA 1 UNLESS OTHERWISE NOTED<br>FUSED DISCONNECT<br>AF = AMPERE RATING OF FUSE<br>AR = AMPERE RATING OF SWITCH<br>4X SS = NEMA 4X STAINLESS STEEL ENCLOSURE |
| MCP AMPERE RATING 30/3 3R 0 | # OF POLES<br>NEMA RATING; NEMA 1 UNLESS OTHERWISE NOTED<br>COMBINATION MAGNETIC MOTOR STARTER, SIZE AS NOTED, 3-POLE UNLESS OTHERWISE NOTED<br>4X SS = NEMA 4X STAINLESS STEEL ENCLOSURE<br>NEMA STARTER SIZE |
| | SWITCHBOARD/ SWITCHGEAR/ DISTRIBUTION PANEL |
| | BRANCH CIRCUIT PANELBOARD, OVER 240 VOLTS, SURFACE MOUNTED |
| | BRANCH CIRCUIT PANELBOARD, OVER 240 VOLTS, FLUSH MOUNTED |
| | BRANCH CIRCUIT PANELBOARD, UNDER 240 VOLTS, SURFACE MOUNTED |
| | BRANCH CIRCUIT PANELBOARD, UNDER 240 VOLTS, FLUSH MOUNTED |
| | CONDUIT CONCEALED ABOVE CEILING OR IN WAL |
| | CONDUIT EXPOSED |
| | CONDUIT CONCEALED IN SLAB, UNDERGROUND OR UNDER FLOOR |
| | CONDUIT HOMERUN TO ELECTRICAL PANEL |
| UP | CONDUIT TURNING UP |
| DN | CONDUIT TURNING DOWN |
| | CONDUIT STUBBED OUT OR UP |
| | CONDUIT CONTINUED |
| | FLEXIBLE CONDUIT |
| | CONDUIT SEAL-OFF FITTING |
| | GROUND OR GROUND ROD AS NOTED |
| | EXISTING TO BE REMOVED (HEAVY, DASHED LINE) |
| | EXISTING TO REMAIN (LIGHT, SOLID LINE) |
| | NEW (HEAVY, SOLID LINE) |

## LIGHTING

| SYMBOL | DESCRIPTION |
|---|---|
| | POLE TOP MOUNTED LED LIGHT FIXTURE |

## ABBREVIATIONS

| | |
|---|---|
| A/C | AIR CONDITIONING |
| AC | ALTERNATING CURRENT |
| ABV CLG | ABOVE CEILING |
| ADA | AMERICANS WITH DISABILITIES ACT |
| AF | AMPERE FRAME |
| AFF | ABOVE FINISHED FLOOR |
| AFG | ABOVE FINISHED GRADE |
| AHU | AIR HANDLING UNIT |
| AIC | AMPERE INTERRUPTING CAPACITY |
| AL | ALUMINUM |
| AMP | AMPERE |
| ANSI | AMERICAN NATIONAL STANDARDS INSTITUTE |
| ASA | AMERICAN STANDARDS ASSOCIATION |
| AT | AMPERE TRIP |
| ATS | AUTOMATIC TRANSFER SWITCH |
| AUX | AUXILIARY |
| AWG | AMERICAN WIRE GUAGE |
| BC | BARE COPPER |
| BIL | BASIC IMPULSE LEVEL |
| BAS | BUILDING AUTOMATION SYSTEM |
| BMS | BUILDING MANAGEMENT SYSTEM |
| BRKR OR BKR | BREAKER |
| C | CONDUIT OR RACEWAY |
| CAB | CABINET |
| CKT | CIRCUIT |
| CB | CIRCUIT BREAKER |
| CBM | CERTIFIED BALLAST MANUFACTURERS |
| CATV | CABLE TELEVISION |
| CCTV | CLOSED CIRCUIT TELEVISION |
| CLEC | CLOCK EQUIPMENT CABINET |
| CLG | CEILING |
| CO | CONDUIT OR RACEWAY ONLY |
| COAX | COAXIAL CABLE |
| COND | CONDUCTOR |
| CONN | CONNECTION |
| CPU | CENTRAL PROCESSING UNIT |
| CRT | CATHODE RAY TERMINAL (VIDEO DISPLAY TERMINAL) |
| CT | CURRENT TRANSFORMER |
| CU | COPPER |
| CW | COLD WATER |
| DC | DIRECT CURRENT |
| DDC | DIRECT DIGITAL CONTROL |
| DEG | DEGREE |
| DF | DEMAND FACTOR |
| DISC | DISCONNECT |
| DISC SW | DISCONNECT SWITCH |
| DO | DRAW OUT |
| DN | DOWN |
| DPST | DOUBLE POLE SINGLE THROW |
| EDH | ELECTRIC DUCT HEATER |
| EMT | ELECTRIC METALLIC TUBING |
| EO | ELECTRICALLY OPERATED |
| EOL | END OF LINE |
| EOR | ENGINEER OF RECORD |
| ETR | EXISTING TO REMAIN |
| EWC | ELECTRIC WATER COOLER |
| FA | FIRE ALARM |
| FAAP | FIRE ALARM ANNUNCIATOR PANEL |
| FATC | FIRE ALARM TERMINAL CABINET |
| FBC | FLORIDA BUILDING CODE |
| FCU | FAN COIL UNIT |
| FLA | FULL LOAD AMPERES |
| FM | FACTORY MUTUAL |
| FPU | FAN POWERED UNIT |
| FT | FEET |
| GF | GROUND FAULT |
| GFA | GROUND FAULT ALARM |
| GFCI | GROUND FAULT CIRCUIT INTERRUPTER |
| GFR | GROUND FAULT RELAY |
| GND, G | GROUND |
| HP | HORSEPOWER |
| HOA | HAND-OFF-AUTOMATIC |
| HORIZ | HORIZONTAL |
| IBC | INTERNATIONAL BUILDING CODE |
| IC | INTERCOM |
| ICU | INTENSIVE CARE UNIT |
| IECC | INTERNATIONAL ENERGY CONSERVATION CODE |
| IEEE | INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS |
| IES | ILLUMINATING ENGINEERING SOCIETY |
| IMC | INTERMEDIATE METAL CONDUIT |
| IN | INCHES |
| IPCEA | INSULATED POWER CABLE ENGINEERS ASSOCIATION |
| IT | INSTANTANEOUS TRIP |
| JB OR J-BOX | JUNCTION BOX |
| KCMIL | ONE THOUSAND CIRCULAR MILS |
| KV | KILOVOLT |
| KVA | KILOVOLT AMPERES |
| KW | KILOWATT |
| KWH | KILOWATT HOURS |
| LBS | POUNDS |
| LED | LIGHT EMITTING DIODE |
| LP | LIGHTNING PROTECTION |
| LT | LIGHT |

## ABBREVIATIONS (CONT.)

| | |
|---|---|
| LTG | LIGHTING |
| LSIG | LONG TIME, SHORT TIME, INSTANTANEOUS, GROUND |
| LSIA | LONG TIME, SHORT TIME, INSTANTANEOUS, ALARM |
| LSI | LONG TIME, SHORT TIME, INSTANTANEOUS |
| MAX | MAXIMUM |
| MCA | MINIMUM CIRCUIT AMPS |
| MCB | MAIN CIRCUIT BREAKER |
| MCC | MOTOR CONTROL CENTER |
| MDP | MAIN SERVICE DISTRIBUTION PANEL |
| MIC | MICROPHONE |
| MIN | MINIMUM |
| MLO | MAIN LUGS ONLY |
| MOCP | MAXIMUM OVERCURRENT PROTECTION |
| MSB | MAIN SERVICE SWITCHBOARD |
| MTD | MOUNTED |
| MTG | MOUNTING |
| MTR | MOTOR |
| MTS | MANUAL TRANSFER SWITCH |
| MUX | MULTIPLEX (TRANSPONDER) PANEL |
| MVA | MEGA VOLT AMPS |
| N | NEUTRAL |
| NC | NORMALLY CLOSED |
| NEC | NATIONAL ELECTRICAL CODE |
| NEMA | NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION |
| NFPA | NATIONAL FIRE PROTECTION ASSOCIATION |
| NIC | NOT IN CONTRACT |
| NF | NON-FUSED |
| NL | NON-LINEAR |
| NO | NORMALLY OPEN OR NUMBER |
| OL | OVERLOAD |
| OSHA | OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION |
| P | POLE |
| PB | PULLBOX |
| PF | POWER FACTOR |
| PIV | POST INDICATOR VALVE |
| PNL | PANEL |
| PR | PAIR |
| PRI | PRIMARY |
| PT | POTENTIAL TRANSFORMER |
| PVC | POLYVINYLCHLORIDE |
| PWR | POWER |
| REC, RECEPT | RECEPTACLE |
| REF | REFRIGERATOR |
| RGS, GRC | RIGID GALVANIZED STEEL CONDUIT |
| RLA | RUNNING LOAD AMPERES |
| RMS | ROOT-MEAN-SQUARE |
| RPM | REVOLUTIONS PER MINUTE |
| RTU | ROOF TOP UNIT |
| SCA | SHORT CIRCUIT AMPERES |
| SD | SMOKE DETECTOR |
| SEC | SECONDARY |
| S/N | SOLID NEUTRAL |
| SPD | SURGE PROTECTIVE DEVICE |
| SPKR | SPEAKER |
| SPST | SINGLE POLE SINGLE THROW |
| SS | STAINLESS STEEL |
| SST | SOLID STATE TRIP |
| STD | SHORT TIME TRIP |
| SW | SWITCH |
| SWBD | SWITCHBOARD |
| SWGR | SWITCHGEAR |
| TEL | TELEPHONE |
| TTB | TELEPHONE TERMINAL BOARD |
| TTC | TELEPHONE TERMINAL CABINET |
| TVEC | TELEVISION EQUIPMENT CABINET |
| TYP | TYPICAL |
| UG | UNDERGROUND |
| UON | UNLESS OTHERWISE NOTED |
| UL | UNDERWRITERS LABORATORIES |
| UTIL | UTILITY |
| V | VOLT |
| VA | VOLTAMPERE |
| VAR | VOLT AMPERE REACTIVE |
| VAV | VARIABLE AIR VOLUME |
| VFD | VARIABLE FREQUENCY DRIVE |
| W | WIRE |
| WP | WEATHER PROOF |
| XFMR | TRANSFORMER |
| XFR | TRANSFER |

## ELECTRICAL DRAWING INDEX


| SHEET | DESCRIPTION |
|---|---|
| E001 | ELECTRICAL SYMBOLS, LEGEND AND INDEX |
| E002 | ELECTRICAL GENERAL NOTES |
| E100 | ELECTRICAL OVERALL PLAN |
| E101 | ELECTRICAL PLANS - AREA 1 |
| E102 | ELECTRICAL PLANS - AREA 2 |
| E103 | ELECTRICAL PLANS - AREA 3 |
| E104 | ELECTRICAL PLANS - AREA 4 |
| E105 | ELECTRICAL PLANS - SERVICE LOCATION |
| E501 | ELECTRICAL SCHEDULES & ONE-LINE DIAGRAM |
| E601 | ELECTRICAL DETAILS |
| E602 | ELECTRICAL CUTSHEETS |


**NOTE: SOME SYMBOLS SHOWN ON THIS LEGEND MAY NOT PERTAIN TO THIS PROJECT.**

REVISIONS

| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| | | | |

| DESIGNED BY | DRAWN BY | CHECKED BY | APPROVED BY |
|---|---|---|---|
| DRS | DRS | MMH | MMH |

ELECTRICAL SYMBOLS, LEGEND AND INDEX

CONSTRUCTION PLANS FOR
**WASHINGTON STREET SCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE

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NOT FOR CONSTRUCTION

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SCALE: N.T.S

DATE: 07-02-2024

DRAWING: E001

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# ELECTRICAL GENERAL NOTES

**COORDINATION**

1. VERIFY AND COORDINATE LOCATIONS OF ANY MISCELLANEOUS EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS (I.E., COPIERS, FAX MACHINES, PRINTERS, KITCHEN APPLIANCES, LAUNDRY APPLIANCES, PROJECTION SCREENS, SHOP TOOLS, MACHINE, ELEVATORS, ETC.) WITH APPROVED SHOP DRAWINGS, OWNER-PROVIDED CUT SHEETS, MANUFACTURER'S INSTRUCTIONS, AND EQUIPMENT NAMEPLATE INFORMATION, PRIOR TO ROUGH IN, AND PROVIDE ALL NECESSARY ELECTRICAL REQUIRED.

2. VERIFY AND COORDINATE LOCATIONS AND EXACT ELECTRICAL REQUIREMENTS FOR ALL MECHANICAL, PLUMBING AND FIRE PROTECTION EQUIPMENT PRIOR TO SUBMITTAL OF SHOP DRAWINGS OF ELECTRICAL EQUIPMENT. PROVIDE ALL NECESSARY RACEWAYS, CONDUCTORS, BOXES, EQUIPMENT, ACCESSORIES, ASSOCIATED DISCONNECT SWITCHES, CIRCUIT BREAKERS, CONTROL TRANSFORMERS, FIRE ALARM SHUTDOWN, ETC. REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM. COORDINATE WITH APPROPRIATE TRADE'S APPROVED SHOP DRAWINGS, MANUFACTURER'S INSTRUCTIONS, AND EQUIPMENT NAMEPLATE INFORMATION, PRIOR TO ROUGH IN, AND PROVIDE ALL NECESSARY ELECTRICAL REQUIRED, UNLESS NOTED OTHERWISE.

3. THIS PROJECT REQUIRES COORDINATION DRAWINGS BY THE CONTRACTOR. PARTICIPATE IN THE COORDINATION DRAWING PREPARATION PROCESS AND PROVIDE ALL NECESSARY INFORMATION REQUIRED TO COORDINATE ALL TRADE INFORMATION.

4. ALL WORK ON THE ELECTRICAL SYSTEM REQUIRED BY THE CONTRACT DOCUMENTS SHALL BE COORDINATED WITH THE WORK OF ALL OTHER DIVISIONS/TRADES PRIOR TO COMMENCEMENT OF WORK. AVOID INTERFERENCES WITH THE PROGRESS OF OTHER DIVISIONS/TRADES.

5. WHERE WALLS ARE OF TILT-UP OR PRE-CAST CONSTRUCTION, PROVIDE COORDINATION FOR EXACT DIMENSIONS AND OPENINGS REQUIRED FOR ALL ELECTRICAL COMPONENTS INSTALLED WITHIN SUCH WALLS DURING THE SHOP DRAWING REVIEW PROCESS OF THE WALLS, PRIOR TO CONSTRUCTION OF THE WALLS.

6. LOCATIONS OF VFD'S, DISCONNECTS, MOTOR STARTERS, ETC. FOR HVAC EQUIPMENT ARE DIAGRAMMATIC ON THE PLAN DRAWINGS. EXACT LOCATIONS ARE TO BE COORDINATED WITH CONTRACTOR'S COORDINATION DRAWINGS PRIOR TO ROUGH-IN TO ENSURE PROPER NEC CLEARANCES AND APPROPRIATE MOUNTING SURFACE.

7. REFER TO ARCHITECTURAL, MECHANICAL, PLUMBING, FIRE PROTECTION, CIVIL, LANDSCAPE, INTERIOR DESIGN, TECHNOLOGY, STRUCTURAL, AND VENDOR EQUIPMENT DRAWINGS FOR RELATED INFORMATION AND ADDITIONAL INSTALLATION REQUIREMENTS TO BE PERFORMED AS PART OF THE WORK.

8. WHERE A DISCREPANCY OR CONFLICT IS FOUND BETWEEN ONE DRAWING AND ANOTHER, OR BETWEEN A DRAWING AND APPLICABLE SPECIFICATIONS, NOTIFY THE ARCHITECT/ENGINEER IMMEDIATELY IN WRITTEN FORM. IN GENERAL, THE MOST STRINGENT REQUIREMENT SHALL GOVERN UNLESS THE DISCREPANCY CONFLICTS WITH APPLICABLE CODES OR OWNER'S DESIGN STANDARDS, WHEREIN THE CODE OR OWNER'S DESIGN STANDARDS SHALL GOVERN.

9. CAREFULLY EXAMINE THOSE PORTIONS OF THE BUILDING AND/OR SITE AFFECTED BY THIS WORK PRIOR TO SUBMITTING BID PRICE, SO AS TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND DIFFICULTIES THAT MAY AFFECT EXECUTION OF THE WORK. SUBMISSION OF A BID PRICE SHALL BE CONSTRUED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE. LATER CLAIMS FOR LABOR, EQUIPMENT AND/OR MATERIALS REQUIRED DUE TO DIFFICULTIES ENCOUNTERED THAT COULD HAVE BEEN REASONABLY OBSERVED WILL NOT BE RECOGNIZED.

10. COORDINATE ALL PROJECT SCHEDULING AND PHASING REQUIREMENTS WITH ARCHITECT/ENGINEER AND OWNER PRIOR TO SUBMITTING BID PRICE. THIS PROJECT MAY REQUIRE PHASING SEQUENCES AND POTENTIAL PREMIUM TIME WORK AND ALL COSTS FOR SUCH SHALL BE INCLUDED IN THE BID PRICE. PROVIDE ADEQUATE WORK FORCE AND EQUIPMENT, AND INCLUDE PREMIUM TIME AS MAY BE REQUIRED IN ORDER TO ADHERE TO THE PROJECT SCHEDULE. ADDITIONALLY, ENSURE THAT LONG LEAD ITEMS DO NOT IMPACT THE PROJECT'S SCHEDULE OR PHASING.

11. ANY TEMPORARY INTERRUPTION OF POWER REQUIRED FOR THE SYSTEM TIE-IN OR SWITCHOVER FOR ANY PORTION OF THE ELECTRICAL SYSTEM SHALL BE PRE-APPROVED IN WRITING BY THE OWNER AND SCHEDULED IN ADVANCE.

12. COORDINATE EXACT REQUIREMENTS WITH THE LOCAL UTILITY COMPANIES AND PROVIDERS (ELECTRIC, TELEPHONE, CABLE TV, ETC.) AND INCLUDE ALL COSTS FOR PROVIDING TEMPORARY AND PERMANENT SERVICES REQUIRED FOR THIS PROJECT IN THE BID PRICE. BID PRICE SHALL INCLUDE, BUT NOT BE LIMITED TO, EXCAVATION, RACEWAYS, BACKFILL, EQUIPMENT, EQUIPMENT PADS, BACKBOARDS, METERS, GROUNDING, UTILITY ENGINEERING AND IMPACT FEES.

13. CONDUCT WORK OPERATIONS AND DEBRIS REMOVAL IN A MANNER THAT ENSURES MINIMUM INTERFERENCE WITH NORMAL BUSINESS OPERATIONS, TRAFFIC, PARKING, ETC. ONGOING IN ADJACENT OCCUPIED SPACES OR FACILITIES. PROVIDE ALL THAT IS REQUIRED TO EFFECTIVELY PROTECT SURROUNDING OCCUPANTS, EQUIPMENT, FINISHES, FURNITURE, ETC. FROM DAMAGE OR EXCESSIVE NOISE THROUGHOUT THE DURATION OF THIS PROJECT. CONTRACTOR IS RESPONSIBLE FOR ANY LOSSES OR ANY DAMAGE RESULTING FROM THE FAILURE TO ADHERE TO THIS REQUIREMENT. RESTORE DAMAGED ELEMENTS TO ORIGINAL CONDITION TO THE SATISFACTION OF THE ARCHITECT/ENGINEER AND OWNER, AT NO ADDITIONAL COSTS. REPORT OF ANY SUCH OCCURRENCE TO THE ARCHITECT/ENGINEER AND OWNER IMMEDIATELY AND AWAIT WRITTEN DIRECTION PRIOR TO PROCEEDING WITH REPAIRS.

14. COORDINATE THE LOCATION OF ALL LIGHT FIXTURES, DEVICES AND BOXES WITH WINDOWS, MIRRORS, MILLWORK, CABINETS, GLASS CURTAIN WALLS, AND GLASS WALLS PRIOR TO INSTALLATION OF CONDUITS OR BOXES. REVIEW ALL CONTRACT DRAWINGS TO ASCERTAIN ANY CONFLICTS PRIOR TO BIDDING. OBTAIN CLARIFICATION FROM THE ARCHITECT/ENGINEER PRIOR TO BID. CONTRACTOR SHALL NOT BE ENTITLED TO ADDITIONAL COMPENSATION FOR WORK REQUIRED TO RELOCATE OUTLET BOXES OR RACEWAYS FOR COORDINATION WITH OTHER TRADE'S WORK.

**IDENTIFICATION**

1. PROVIDE TYPED PANEL DIRECTORIES FOR ALL NEW PANELBOARDS, AND EXISTING PANELBOARDS AFFECTED BY THIS PROJECT. DIRECTORIES SHALL REFLECT PROJECT AS- BUILT CONDITIONS FOR ALL BRANCH CIRCUITS. DIRECTORIES SHALL INCLUDE WHERE EACH PANEL IS FED FROM. ADDITIONALLY, EACH BRANCH CIRCUIT LOAD DESCRIPTION SHALL INCLUDE THE ROOM NUMBER(S) FOR EACH LOAD (I.E., RECEPTACLES-RM3, 501,503). ROOM NUMBERS SHALL BE BASED ON ACTUAL ROOM SIGNAGE INSTALLED IN FIELD. COORDINATE EXACT ROOM NUMBERS WITH ARCHITECT/ENGINEER AND OWNER PRIOR TO COMPLETION OF PANEL DIRECTORIES.

2. PROVIDE ENGRAVED PLASTIC LAMINATE NAME TAGS ON EACH SWITCHBOARD, SWITCHGEAR, DISTRIBUTION PANEL, PANELBOARD, MOTOR CONTROL CENTER, SAFETY SWITCH, ENCLOSED CIRCUIT BREAKER, CABINET, STEP-DOWN TRANSFORMER, TRANSFER SWITCH, ETC., AND ANY OTHER MAJOR COMPONENT OF THE ELECTRICAL SYSTEM.

3. PROVIDE ENGRAVED PLASTIC LAMINATE NAME TAGS FOR EACH DISTRIBUTION BREAKER OR BRANCH CIRCUIT BREAKER IN SWITCHGEAR, SWITCHBOARDS, MOTOR CONTROL CENTERS AND OTHER DISTRIBUTION EQUIPMENT. NAME TAG SHALL INCLUDE LOAD DESCRIPTION AND ROOM NUMBER FOR EACH LOAD.

4. ARC FLASH DANGER/WARNING LABELS SHALL BE APPLIED TO SWITCHBOARD, PANELBOARDS, AND EQUIPMENT CONTROLLERS PER NEC.

5. PROVIDE LABELS ON THE INSIDE OF EACH DEVICE COVERPLATE, IDENTIFYING THE PANEL(S)/ CIRCUIT NUMBER(S) DEVICE IS CONNECTED TO.

6. PROVIDE NEATLY, HANDWRITTEN IDENTIFICATION ON THE EXTERIOR COVER OF ALL JUNCTION BOXES, PULLBOXES AND WIREWAYS, IDENTIFYING THE PANEL(S)/ CIRCUIT NUMBER(S) CONTAINED WITHIN.

7. PROVIDE A PERMANENT SIGN ON THE MAIN ELECTRICAL ROOM DOOR TO THE BUILDING STATING THAT THE MAIN SERVICE DISCONNECTING MEANS IS LOCATED INSIDE.

8. PROVIDE A PERMANENT LABEL ON ALL PANELBOARDS, SWITCHBOARDS, SWITCHGEAR, MOTOR CONTROL CENTERS AND DISTRIBUTION PANELS STATING "DO NOT WORK ON EQUIPMENT WHILE ENERGIZED. LOCK- OUT TAG-OUT REQUIRED".

9. PROVIDE REQUIRED IDENTIFICATION PER ANSI STANDARDS, NEC REQUIREMENTS, AND OWNER'S PUBLISHED DESIGN STANDARDS WHERE APPLICABLE.

10. PROVIDE ENGRAVED PHENOLIC LABEL ON ALL NEW SERVICE EQUIPMENT TO INDICATE THE MAXIMUM AVAILABLE FAULT CURRENT AND THE DATE THE FAULT CURRENT CALCULATION WAS PERFORMED. PROVIDE LABEL ON ALL EXISTING SERVICE EQUIPMENT WHEN MODIFICATIONS OCCUR THAT AFFECT THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SERVICE.

11. PROVIDE ARC FLASH HAZARD ANALYSIS PER NFPA 70E FOR ANY EQUIPMENT INCLUDED WITHIN THE SCOPE OF WORK. INCIDENT ENERGY VALUES SHALL BE INCLUDED ON THE ARC FLASH WARNINGLABELS FOR EACH EQUIPMENT .

**GENERAL REQUIREMENTS**

1. THE DRAWINGS AND APPLICABLE SPECIFICATIONS SHALL BE CONSIDERED SUPPLEMENTARY. ONE TO THE OTHER AND ARE CONSIDERED THE "CONTRACT DOCUMENTS". ALL WORKMANSHIP, METHODS AND/OR MATERIALS DESCRIBED OR IMPLIED BY ONE AND NOT DESCRIBED OR IMPLIED BY THE OTHER SHALL BE PROVIDED, FURNISHED OR PERFORMED AS IF IT HAD APPEARED IN BOTH SECTIONS. THE TERM "CONTRACT DOCUMENTS" DESCRIBED HEREIN IS NOT LIMITED SOLELY TO THE ELECTRICAL PORTION OF THE DRAWINGS AND SPECIFICATIONS, BUT ENCOMPASSES THE DRAWINGS AND SPECIFICATIONS OF ALL DIVISIONS AS A WHOLE.

2. THE DRAWINGS ARE DIAGRAMMATIC AND ARE NOT INTENDED TO SHOW EVERY DETAIL OF CONSTRUCTION, METHODS, MATERIALS AND EQUIPMENT, OR EXACT LOCATIONS, ROUTING, ETC. THEY INDICATE THE RESULT TO BE ACHIEVED BY THE ASSEMBLAGE OF SEVERAL SYSTEMS FOR A COMPLETE AND OPERATIONAL ELECTRICAL SYSTEM. DO NOT SCALE THE CONTRACT DOCUMENTS. COORDINATE EXACT EQUIPMENT LOCATIONS WITH THE ARCHITECTURAL, CIVIL AND STRUCTURAL CONTRACT DOCUMENTS, AS WELL AS FIELD CONDITIONS, APPROVED SHOP DRAWINGS AND WORK OF ALL OTHER DIVISIONS/TRADES.

3. THE TERM "PROVIDE" USED IN THE CONTRACT DOCUMENTS INDICATES TO FURNISH AND INSTALL MATERIALS REQUIRED FOR CORRECT INSTALLATION OF A COMPLETE SYSTEM, UNLESS SPECIFICALLY NOTED OTHERWISE

4. UNLESS NOTED AS EXISTING, ALL ELECTRICAL INDICATED ON THE CONTRACT DOCUMENTS SHALL BE NEW, SHALL BE U.L. LISTED, AND SHALL BEAR A U.L. LABEL. WHERE NO U.L. LABEL OR LISTING IS AVAILABLE, THE MATERIAL SHALL BE LISTED WITH AN APPROVED, NATIONALLY RECOGNIZED ELECTRICAL TESTING AGENCY.
1.

5. PROVIDE EXPERIENCED, QUALIFIED AND RESPONSIBLE SUPERVISION FOR ALL WORK REQUIRED BY THE CONTRACT DOCUMENTS. ALL ELECTRICAL EQUIPMENT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER, TO THE SATISFACTION OF THE ARCHITECT/ENGINEER AND OWNER.

6. CARRY ALL INSURANCE REQUIRED TO PROTECT AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FORTHE DURATION OF THIS PROJECT.

7. GUARANTEE ALL MATERIALS AND WORKMANSHIP ARE FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ARCHITECT/ENGINEER AND OWNER, UNLESS NOTED OTHERWISE IN DIVISION 1. AT NO ADDITIONAL COSTS, PROVIDE THE CORRECTION OF ANY DEFECTS INCLUDING REPAIR OR REPLACEMENT.

8. INCLUDE ALL COSTS ASSOCIATED WITH PERMITS, LICENSES, FEES, INSPECTIONS, TESTING AND TEMPORARY POWER IN THE BID PRICE, UNLESS NOTED OTHERWISE.

9. IF HAZARDOUS MATERIALS ARE ENCOUNTERED, COMPLY WITH ALL APPLICABLE RULES, REGULATIONS AND GUIDELINES CONCERNING REMOVAL, HANDLING, DISPOSAL AND PROTECTION AGAINST ENVIRONMENTAL EXPOSURE OR POLLUTION. PROVIDE DOCUMENTATION OF SAID COMPLIANCE.

10. PROVIDE ELECTRONIC SUBMITTALS (PRODUCT DATA & SHOP DRAWINGS) FOR EACH MAJOR COMPONENT OF THE ELECTRICAL SYSTEM FOR REVIEW BY THE ARCHITECT/ENGINEER AND OWNER. MAJOR COMPONENTS INCLUDE, BUT ARE NOT LIMITED TO, RACEWAYS, BOXES, WIRE AND CABLE, EQUIPMENT, DEVICES, LIGHT FIXTURES, SWITCHGEAR, PANELBOARDS, CIRCUIT BREAKERS, SAFETY SWITCHES, FIRE ALARM SYSTEM, ETC. ALL SUBMITTALS ARE TO BE REVIEWED AND APPROVED BY THE CONTRACTOR FOR CONFORMANCE WITH THE PROJECT REQUIREMENTS PRIOR TO SUBMITTING TO THE ARCHITECT/ENGINEER. ALLOW A MINIMUM OF TEN (10) BUSINESS DAYS FOR REVIEW BY ARCHITECT/ENGINEER, UNLESS NOTED OTHERWISE IN DIVISION 1

11. THE ELECTRICAL PORTION OF THE CONTRACT DOCUMENTS ARE COORDINATED WITH THE DESIGN BASIS EQUIPMENT SPECIFIED BY DIVISION 26 AND OTHER DIVISIONS. WHERE THE CONTRACTOR ELECTS TO SUBSTITUTE A PRODUCT IN LIEU OF PROVIDING THE DESIGN BASIS, AND SAID SUBSTITUTION IS ACCEPTED BY THE ARCHITECT/ENGINEER AND OWNER, THE CONTRACTOR SHALL MAKE ALL CORRECTIONS TO THE ELECTRICAL SYSTEM NECESSARY IN ORDER TO ENSURE A COMPLETE AND OPERATIONAL INSTALLATION OF THE EQUIPMENT AT NO ADDITIONAL COSTS. WHERE THE CONTRACTOR'S DESIGN SUBSTITUTION RESULTS IN THE NEED FOR THE ENGINEER TO REVISE THE CONTRACT DOCUMENTS, THE ENGINEER RESERVES THE RIGHT TO REQUEST COMPENSATION FROM THE CONTRACTOR FOR SAID SERVICES.

12. MAINTAIN A CURRENT AND ACCURATE SET OF PROJECT RECORD DOCUMENTS (AS-BUILTS) AT THE SITE THROUGHOUT THE DURATION OF THE PROJECT. RECORD DRAWINGS SHALL BE UPDATED EACH DAY TO REFLECT THE ACTUAL LOCATIONS, SIZES, ROUTING, ETC. OF EACH PORTION OF THE ELECTRICAL SYSTEM AFFECTED BY THIS WORK. A FINAL SET OF RECORD DOCUMENTS SHALL BE ISSUED TO THE ARCHITECT/ ENGINEER FOR REVIEW AND THEN SUBMITTED TO THE OWNER WITHIN 30 DAYS AFTER THE DATE OF FINAL ACCEPTANCE. PROVIDE RECORD DRAWINGS OF THE ACTUAL INSTALLATION INCLUDING SINGLE LINE DIAGRAM, POWER RISER DIAGRAM OF THE BUILDING ELECTRICAL DISTRIBUTION SYSTEM, SITE PLANS AND ALL ELECTRICAL FLOOR PLANS, DETAILS, PANEL SCHEDULES, ETC.

13. PROVIDE AN OPERATING AND MAINTENANCE MANUAL TO OWNER PRIOR TO THE FINAL ACCEPTANCE. THE MANUAL SHALL INCLUDE, AS A MINIMUM, (1) SUBMITTAL DATA STATING EQUIPMENT RATING AND SELECTED OPTIONS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. ALSO PROVIDE TWO OPERATIONS AND MAINTENANCE MANUALS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. REQUIRED ROUTINE MAINTENANCE ACTIONS AND METHOD OF OPERATION FOR EQUIPMENT SHALL BE CLEARLY IDENTIFIED, AND THE NAME, PHONE NUMBER AND ADDRESS OF AT LEAST ONE QUALIFIED SERVICE AGENCY.

14. INCLUDE ALL COSTS FOR EXCAVATION, SAW CUTTING, DIRECTIONAL BORING, CORE DRILLING, BACKFILLING, SURFACE RESTORATION, REPAIR OF FINISHES, ETC. THAT IS REQUIRED IN ORDER TO MEET THE PROJECT REQUIREMENTS.

15. INCLUDE IN BID ALL COSTS ASSOCIATED WITH TEMPORARY ELECTRICAL SERVICE AS REQUIRED FOR USE BY ALL TRADES DURING CONSTRUCTION. REMOVE TEMPORARY POWER AT THE COMPLETION OF THE PROJECT. OBTAIN AND PAY FOR ALL REQUIRED PERMITS FOR TEMPORARY POWER. ENGINEER OF RECORD SHALL BE PROVIDED WITH ADDITIONAL COMPENSATION FROM THE CONTRACTOR WHERE SIGNED & SEALED DRAWINGS ARE REQUESTED BY THE CONTRACTOR TO THE ENGINEER OF RECORD IF REQUIRED BY THE AHJ FOR THE TEMPORARY POWER.

16. LOCATE, IDENTIFY, PROTECT AND DOCUMENT ALL UTILITY LINES LOCATED WITHIN THE PROJECT BOUNDARY. FOR LOCATING SITE UTILITIES, CONTACT ALL LOCAL MUNICIPALITIES AND UTILITIES AT LEAST 48 HOURS PRIOR TO DIGGING.

17. INCLUDE IN BID THE TRANSPORT AND DISPOSAL OR RECYLING OF ALL WASTE MATERIALS GENERATED BY THIS PROJECT IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL RULES, REGULATIONS AND GUIDELINES APPLICABLE. COMPLY FULLY WITH ALL APPLICABLE STATUTES REGARDING MERCURY-CONTAINING DEVICES, AND WITH ALL LOCAL, STATE AND FEDERAL APPLICABLE GUIDELINES AT THE TIME OF DISPOSAL. PROVIDE OWNER WITH WRITTEN CERTIFICATION OF ACCEPTED DISPOSAL.

18. PROVIDE A COMPLETE UL LISTED LIGHTNING PROTECTION SYSTEM WITH A MASTER LABEL FOR THE ENTIRE FACILITY PER THE REQUIREMENTS OF NFPA 780, AND THE DIVISION 26 SPECIFICATIONS, UNLESS NOTED OTHERWISE. LIGHTNING PROTECTION SYSTEM SHALL INCLUDE BURIED COUNTERPOISE, UNLESS NOTED OTHERWISE.

**CONDUCTORS**

1. ALL WIRE SHALL BE SIZED AS SHOWN ON THE DRAWINGS. IF NO WIRE SIZE IS SHOWN, THEN WIRE SHALL BE #12 AWG.

2. BRANCH CIRCUITS SHALL BE INCREASED IN SIZE AS REQUIRED TO COMPENSATE FOR VOLTAGE DROP FROM LENGTH OF CIRCUIT DUE TO FIELD ROUTING. FINAL INSTALLATION SHALL NOT EXCEED A MAXIMUM OF 3% VOLTAGE DROP FOR BRANCH CIRCUITS. REFER TO VOLTAGE DROP TABLE BELOW FOR CONDUCTOR SIZES FOR BRANCH CIRCUITS AS FOLLOWS:
   A. 120V, 20A CIRCUITS SHALL BE:
      i. #12 FROM 0-70 FT
      ii. #10 FROM 71-115FT
      iii. #8 FROM 116-180FT
   B. 277V, 20A CIRCUITS SHALL BE:
      i. #12 FROM 0-140FT
      ii. #10 FROM 141-220FT
      iii. #8 FROM 221-350FT
   ANYTHING LONGER THAN THE ABOVE SHALL BE SUBMITTED TO THE ENGINEER WITH CALCULATIONS FOR APPROVAL.

3. ALL CONDUCTORS IN CABINETS MUST BE CAREFULLY FORMED AND HARNESSED SO THAT EACH CONDUCTOR DROPS OFF DIRECTLY OPPOSITE TO TERMINAL.

4. ALL WIRE SIZES ARE BASED ON AMPACITIES FOR 60 DEG F TEMPERATURE RATING FROM 0-100A AND 75 DEG. F TEMPERATURE RATING LISTED IN NEC FOR 100A AND ABOVE.

5. ALL CONDUCTORS SHALL BE COPPER, THHN/THWN; SOLID FOR #10 AWG AND SMALLER; STRANDED FOR #8 AWG AND LARGER.

6. CONDUCTORS USED IN WET LOCATIONS, INCLUDING BUT NOT LIMITED TO UNDERGROUND CONDUITS/DUCTBANKS AND EXTERIOR CONDUITS SHALL COMPLY WITH NEC 310.10 AND BE LISTED FOR USE IN WET LOCATIONS.

7. ALL POWER CIRCUITS HAVE BEEN DESIGNED TO MEET 2% OR LESS VOLTAGE DROP FOR FEEDERS, AND 3% OR LESS VOLTAGE DROP FOR BRANCH CIRCUITS.

**GROUNDING**

1. FIRE PROTECTION PIPING SHALL NOT BE USED FOR GROUNDING.

2. ALL FEEDERS AND BRANCH CIRCUITS SHALL INCLUDE AN EQUIPMENT GROUND CONDUCTOR. METAL RACEWAYS SHALL NOT BE USED AS THE SOLE EQUIPMENT GROUND.

3. WHERE A PHASE CONDUCTOR IS INCREASED IN SIZE DUE TO VOLTAGE DROP, THE EQUIPMENT GROUND CONDUCTOR SHALL BE INCREASED IN SIZE PROPORTIONATELY.

4. PROVIDE A GROUND BUS BAR IN EACH ELECTRICAL ROOM AND TELECOMMUNICATIONS / IDF/ MDF ROOM FOR ALL NEW CONSTRUCTION AND NEW ROOMS IN EXISTING CONSTRUCTION, AND IN EXISTING CONSTRUCTION WHERE THERE IS NONE INSTALLED WITHIN AN EXISTING ROOM.

**ELECTRICAL EQUIPMENT**

1. EQUIPMENT SHALL BE OF MATERIALS SUITABLE FOR AND RATED FOR THE ENVIRONMENT IN WHICH THEY ARE TO BE INSTALLED. ALL COMPONENTS OF THE ELECTRICAL SYSTEM LOCATED OUTDOORS OR INDOORS WHERE EXPOSED TO SIGNIFICANT MOISTURE SHALL BE WEATHERPROOF, NEMA 3R, AS A MINIMUM, WHETHER INDICATED ON THE CONTRACT DRAWINGS OR NOT.

2. TERMINATION PROVISIONS FOR ALL ELECTRICAL EQUIPMENT (PANELBOARDS, SWITCHBOARD, TRANSFORMERS, DISCONNECT SWITCHES, MOTOR CONTROLLERS, AUTOMATIC TRANSFER SWITCHES, ENCLOSED CIRCUIT BREAKERS, BUSWAYS, ETC.) SHALL BE LISTED AND IDENTIFIED FOR USE WITH MINIMUM 75 DEG. F CONDUCTORS IN ACCORDANCE WITH NEC.

3. WORKING CLEARANCES FOR ELECTRICAL EQUIPMENT SHALL BE IN COMPLIANCE WITH NEC.

4. THE ELECTRICAL DEDICATED EQUIPMENT SPACE EXTENDING FROM FLOOR TO 6' ABOVE ELECTRICAL EQUIPMENT OR TO THE STRUCTURAL CEILING, WHICHEVER DISTANCE IS LOWER, WITH A WIDTH AND DEPTH OF THE PANELBOARD OR SWITCHBOARD MUST BE CLEAR OF ALL PIPING, DUCTS, ARCHITECTURAL APPURTENANCES AND OTHER EQUIPMENT FOREIGN TO THE ELECTRICAL INSTALLATION IN ACCORDANCE WITH NEC.

5. PROVIDE A REINFORCED CONCRETE PAD, SIZED 4" LARGER IN ALL DIRECTIONS THAN THE FOOTPRINT OF THE EQUIPMENT, AND 4" HIGH, FOR ALL FREESTANDING, FLOOR-MOUNTED ELECTRICAL EQUIPMENT. PROVIDE VIBRATION ISOLATORS AND/OR ANCHORS PER MANUFACTURER'S INSTRUCTIONS.

6. PROVIDE HACR RATED CIRCUIT BREAKER FOR ALL HVAC EQUIPMENT.

7. ALL PANELBOARDS OR DISCONNECT SWITCHES LOCATED IN KITCHEN AREAS SHALL BE STAINLESS STEEL (COVER AND DOOR WHERE PANEL IS FLUSH MOUNTED; PANEL BOX, COVER & DOOR WHERE SURFACE MOUNTED).

8. PROVIDE SURGE PROTECTION DEVICE FOR ALL MAIN SERVICE EQUIPMENT, PANELBOARDS SERVING SENSITIVE ELECTRONIC EQUIPMENT (DATA RACKS) OR COMPUTERS, EMERGENCY SWITCHBOARDS AND PANELBOARDS, LIGHTING PANELS SERVING EXTERIOR LIGHTING, POWER CIRCUITS OR LOW VOLTAGE (FIRE ALARM, TELECOMMUNICATIONS) EXITING THE BUILDING. PROVIDE MINIMUM 30A/3P BREAKER IN BRANCH CIRCUIT PANELBOARDS AND 60A/3P IN DISTRIBUTION PANELBOARDS OR SWITCHBOARDS, UNLESS NOTED OTHERWISE, OR PER THE SPD MANUFACTURER'S RECOMMENDATIONS FOR SURGE PROTECTION DEVICE.

9. PROVIDE ARC ENERGY REDUCING MAINTENANCE SWITCH FOR ANY BREAKER RATED (OR ABLE TO BE ADJUSTED TO) 1200A OR HIGHER UNLESS OTHER ARC ENERGY REDUCTION MEANS MEETING NEC 240.87 IS INDICATED ON DRAWINGS/SPECIFICATIONS OR OTHERWISE PROVIDED.

**ELECTRICAL DEVICES OUTLET BOXES, JUNCTION BOXES**

1. LIGHT SWITCHES SHALL BE MOUNTED 48 INCHES ABOVE FINISHED FLOOR TO CENTER LINE OF DEVICE, UNLESS NOTED OTHERWISE.

2. RECEPTACLES, VOICE/DATA OUTLETS AND WALL FURNITURE FEEDS SHALL BE MOUNTED 18 INCHES ABOVE FINISHED FLOOR TO CENTER LINE OF DEVICE, UNLESS NOTED OTHERWISE. ABOVE COUNTER RECEPTACLES SHALL BE MOUNTED 6" ABOVE BACK SPLASH TO CENTERLINE OF DEVICE, UNLESS NOTED OTHERWISE.

3. IT IS THE INTENT THAT ALL DEVICE OUTLET BOXES (POWER AND SYSTEMS) BE FLUSH MOUNTED IN WALLS, CEILINGS OR FLOORS, AND JUNCTION BOXES FLUSH MOUNTED IN WALLS, CEILINGS, OR FLOORS, OR CONCEALED ABOVE ACCESSIBLE CEILINGS, AND NOT SURFACE MOUNTED, UNLESS SPECIFICALLY NOTED ON THE CONTRACT DRAWINGS, OR UNLESS THE ARCHITECT/ENGINEER GRANTS WRITTEN PERMISSION.

4. ALL COMPONENTS OF THE ELECTRICAL SYSTEM (INCLUDE RACEWAYS, ELECTRICAL EQUIPMENT, OUTLET BOXES, JUNCTION BOXES, ETC.) LOCATED IN A HAZARDOUS (CLASSIFIED) LOCATION SHALL BE APPROVED FOR USE IN SAID LOCATION, AS DEFINED BY THE NEC, WHETHER INDICATED ON THE CONTRACT DOCUMENTS OR NOT.

5. ALL DEVICES SHALL BE MOUNTED VERTICALLY, UNLESS NOTED OTHERWISE.

6. ALL RECEPTACLES SHALL BE MOUNTED SUCH THAT THE GROUND PIN IS MOUNTED UP.

7. WHERE DEVICES ARE SHOWN IN WALLS BACK-TO-BACK ON OPPOSITE SIDES, INSTALL SO THAT THEY ARE SEPARATED BY AT LEAST 12".

8. RECEPTACLES OR JUNCTION BOXES FOR ELECTRIC WATER COOLERS AND VENDING MACHINES SHALL BE LOCATED DIRECTLY BEHIND SAID APPLIANCE, CONCEALED FROM DIRECT VIEW. RECEPTACLES AND/OR HARD WIRED EQUIPMENT CONNECTIONS SHALL BE PROTECTED BY A READILY ACCESSIBLE GFCI FEED- THRU DEVICE LOCATED IMMEDIATELY ADJACENT TO THE APPLIANCE OR BE PROTECTED BY GFCI BREAKER IN THE PANELBOARD. ALL GFCI DEVICES MUST BE READILY ACCESSIBLE PER THE NEC.

9. ALL EXTERIOR RECEPTACLES OR RECEPTACLES LOCATED IN AREAS SUBJECT TO MOISTURE (PARKING GARAGE, WASHDOWN AREAS IN KITCHEN, ETC) SHALL BE GFCI TYPE. ALL EXTERIOR RECEPTACLES SHALL WE PROVIDED WITH CAST METAL, IN-USE COVER UNLESS NOTED OTHERWISE.

10. ALL RECEPTACLES LOCATED IN KITCHENS, BATHROOMS, MECHANICAL ROOMS, JANITOR CLOSETS, ELEVATOR SHAFTS, ELEVATOR EQUIPMENT ROOMS, FOR ELEVATOR SUMP PUMP(S) OR INSTALLED WITHIN 6' OF THE INSIDE FACE OF A SINK, SHALL BE GFCI TYPE OR GFCI PROTECTED.

11. ALL RECEPTACLES LOCATED IN CHILD-CARE FACILITIES, DWELLING UNITS, HOTEL/MOTEL GUEST ROOMS, PEDIATRIC CLINICS OR PEDIATRIC CAREA AREAS, AND OTHER AREAS AS EQUIRED BY NEC AND LOCAL CODE REQUIREMENTS SHALL BE TAMPER RESISTANT.

12. WHEN ELECTRICAL BOXES ARE LOCATED IN VERTICAL FIRE-RESISTIVE ASSEMBLIES, THEY SHALL BE INSTALLED WITHOUT AFFECTING THE FIRE CLASSIFICATION. ALL OF THE FOLLOWING CONDITIONS SHALL BE MET:
   A. ALL ELECTRICAL BOXES SHALL BE METALLIC.
   B. BOX OPENING SHALL OCCUR ONLY ON ONE SIDE OF FRAMING SPACE.
   C. BOX OPENING SHALL NOT EXCEED 16 SQUARE INCHES.
   D. ALL CLEARANCES BETWEEN OUTLET BOX AND GYPSUM BOARD SHALL BE COMPLETELY FILLED WITH JOINT COMPOUND (OR OTHER APPROVED MATERIAL).
   E.PROVIDE A WALL AROUND OUTLETS LARGER THAN 16 SQUARE INCHES. THE INTEGRITY OF THE WALL RATING SHALL BE MAINTAINED.
   F. THE TOTAL AGGREGATE SURFACE AREA OF THE BOXES SHALL NOT EXCEED 100 SQUARE INCHES PER 100 SQUARE FEET.
   G.OUTLET BOXES LOCATED ON OPPOSITE SIDES OF FIRE RESISTIVE ASSEMBLIES SHALL BE SEPARATED BY A MINIMUM HORIZONTAL DISTANCE OF 24 INCHES.
   H.OUTLET BOXES SHALL BE SECURELY FASTENED TO WALL FRAMING MEMBERS.
   I.THE OPENING IN THE GYPSUM BOARD FACING SHALL BE CUT NOT TO EXCEED 1/8 INCH BETWEEN THE EDGES OF THE OUTLET BOX AND THE EDGES OF THE OPENING.

RACEWAYS

1. FLEXIBLE METAL CONDUIT AND LIQUIDTIGHT FLEXIBLE METAL CONDUIT (FMC & LFMC) SHALL NOT BE USED IN LENGTHS THAT EXCEED 6'-0" UNLESS SPECIFICALLY NOTED OTHERWISE, OR UNLESS THE ARCHITECT/ENGINEER GRANTS WRITTEN PERMISSION.

2. ALL FEEDER AND BRANCH CIRCUIT CONDUCTORS, INCLUDING LOW VOLTAGE SYSTEMS, SHALL BE INSTALLED IN A COMP

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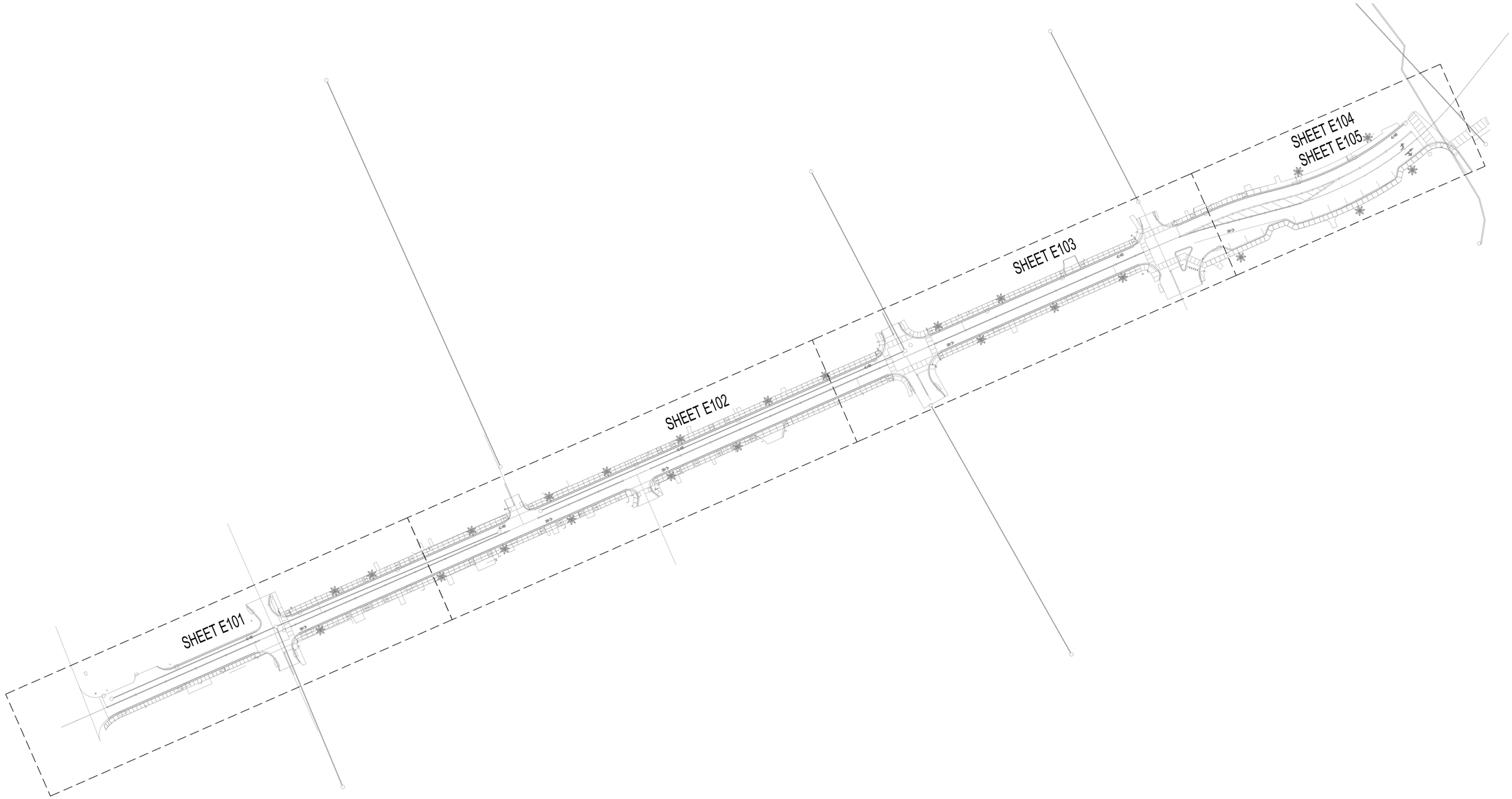


1 ELECTRICAL OVERALL SITE PLAN
1" = 60'-0"

REVISIONS

| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| | | | |

| | |
|---|---|
| DESIGNED BY | DRS |
| DRAWN BY | DRS |
| CHECKED BY | MMH |
| APPROVED BY | MMH |

# ELECTRICAL OVERALL PLAN

CONSTRUCTION PLANS FOR
**WASHINGTON STREET SCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE

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DRMP, Inc.

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M. MONCEF HADIJI, P.E.
Florida License #48022

| | |
|---|---|
| PROJECT NO.: | 17.0213.002 |
| SCALE: | 1" = 60'-0" |
| DATE: | 07-02-2024 |
| DRAWING: | E100 |

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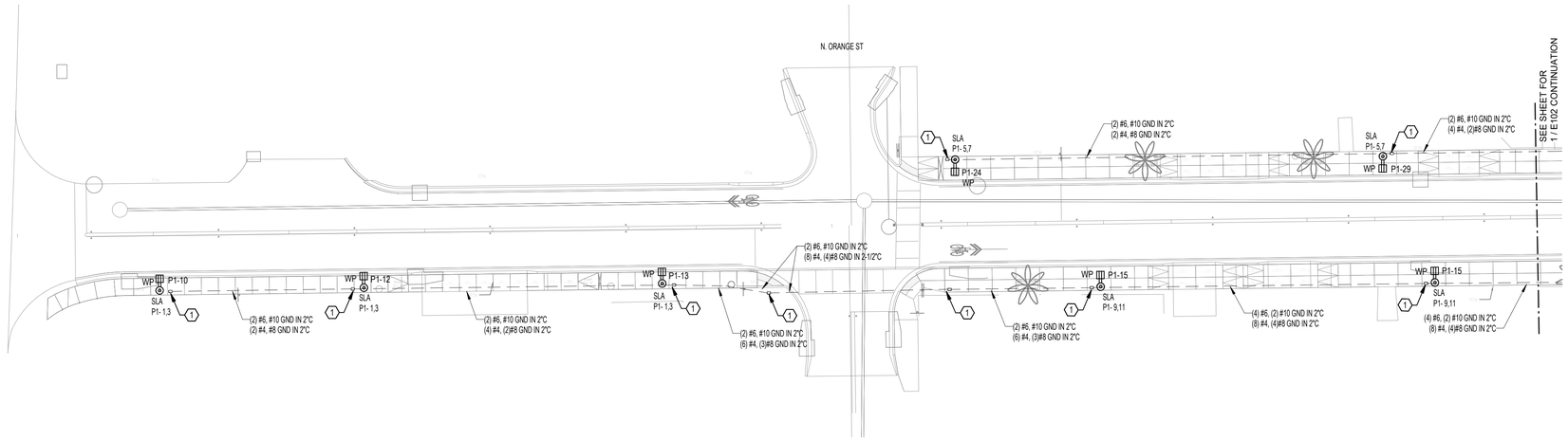
KEYED NOTES:

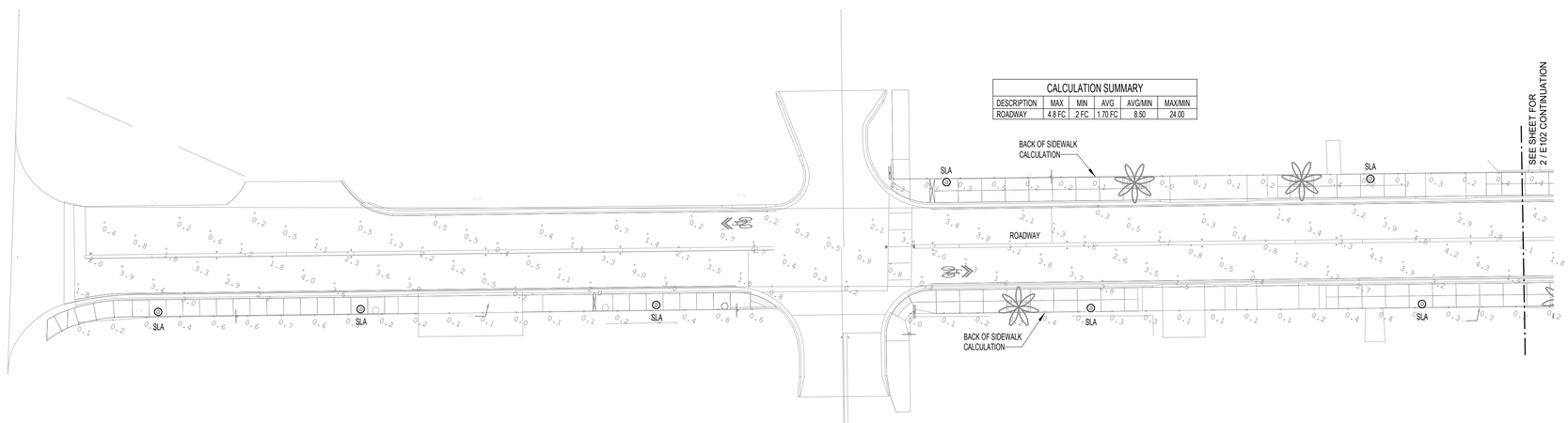
1. 8'x12' QUAZITE TRAFFIC RATED PULLBOX. LABELED ELECTRICAL.

GENERAL NOTES:

A. CONTRACTOR SHALL TAKE CARE NOT TO DISRUPT NEARBY TREE OR ROOTS SYSTEM WHEN ROUTING CONDUIT AND CONDUCTORS.




1 ELECTRICAL SITE PLAN - AREA 1
1" = 20'-0"




2 ELECTRICAL PHOTOMETRIC PLAN - AREA 1
1" = 20'-0"

REVISIONS

| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|

DESIGNED BY: DRS
DRAWN BY: DRS
CHECKED BY: MMH
APPROVED BY: MMH

# ELECTRICAL PLANS - AREA 1

CONSTRUCTION PLANS FOR
# WASHINGTON STREET SCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

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PROJECT NO.: 17.0213.002
SCALE: 1" = 20'-0"
DATE: 07-02-2024
DRAWING: E101

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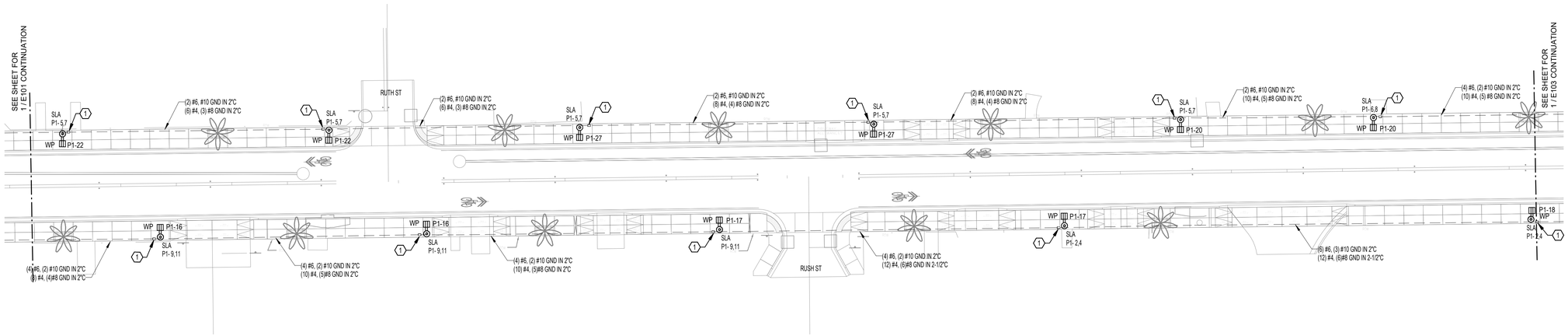
KEYED NOTES:

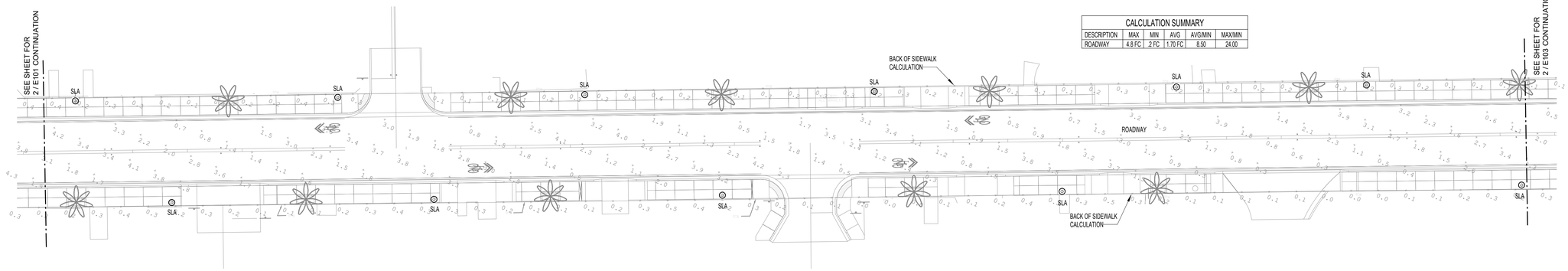
1. 8"x12" QUAZITE TRAFFIC RATED PULLBOX. LABELED ELECTRICAL.

GENERAL NOTES:

A. CONTRACTOR SHALL TAKE CARE NOT TO DISRUPT NEARBY TREE OR ROOTS SYSTEM WHEN ROUTING CONDUIT AND CONDUCTORS.




1 ELECTRICAL SITE PLAN - AREA 2
1" = 20'-0"




2 ELECTRICAL PHOTOMETRIC PLAN - AREA 2
1" = 20'-0"

REVISIONS

| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|

| | |
|---|---|
| DESIGNED BY | DRS |
| DRAWN BY | DRS |
| CHECKED BY | MMH |
| APPROVED BY | MMH |

# ELECTRICAL PLANS - AREA 2

CONSTRUCTION PLANS FOR
**WASHINGTON STREET SCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

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PROJECT NO.: 17.0213.002
SCALE: 1" = 20'-0"
DATE: 07-02-2024
DRAWING: E102

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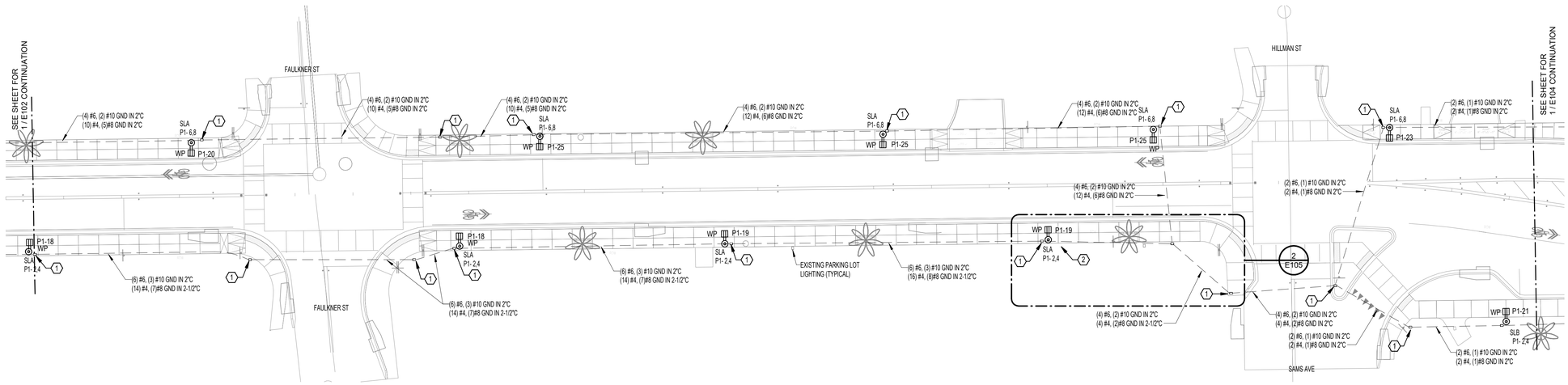
KEYED NOTES:

1. 8"x12" QUAZITE TRAFFIC RATED PULLBOX. LABELED ELECTRICAL.
2. ELECTRICAL PANEL, UTILITY METER, SERVICE DISCONNECT, LIGHTING CONTACTOR AND PHOTOCELL MOUNTED ON UNISTRUT RACK. REFER TO DETAILS ON SHEET E601.

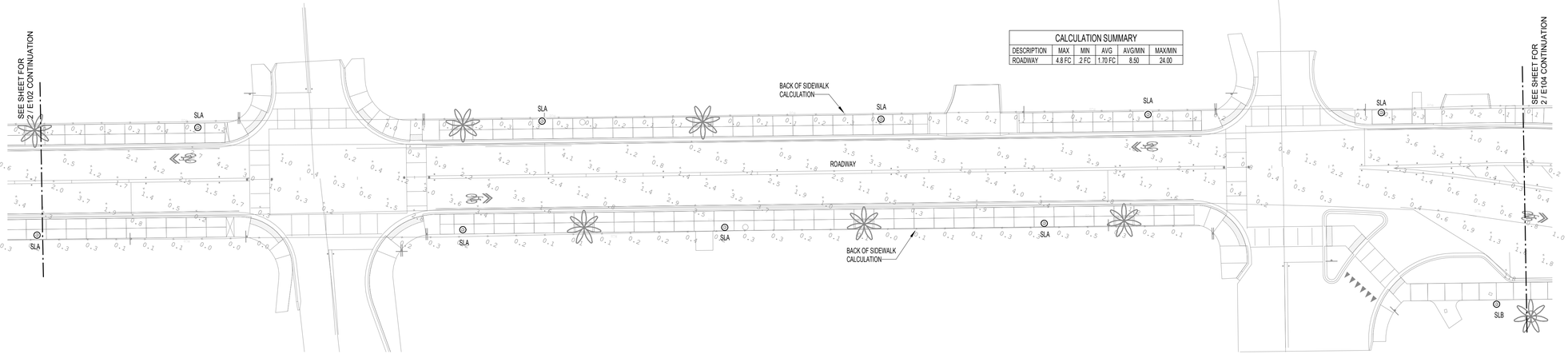
GENERAL NOTES:

A. CONTRACTOR SHALL TAKE CARE NOT TO DISRUPT NEARBY TREE OR ROOTS SYSTEM WHEN ROUTING CONDUIT AND CONDUCTORS.




1 ELECTRICAL SITE PLAN - AREA 3
1" = 20'-0"

| CALCULATION SUMMARY | | | | | |
|---|---|---|---|---|---|
| DESCRIPTION | MAX | MIN | AVG | AVG/MIN | MAX/MIN |
| ROADWAY | 4.8 FC | 2 FC | 1.70 FC | 8.50 | 24.00 |




2 ELECTRICAL PHOTOMETRIC PLAN - AREA 3
1" = 20'-0"

REVISIONS

| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|

| DESIGNED BY | DRAWN BY | CHECKED BY | APPROVED BY |
|---|---|---|---|
| DRS | DRS | MMH | MMH |

# ELECTRICAL PLANS - AREA 3

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CITY OF NEW SMYRNA BEACH, FLORIDA
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PROJECT NO.: 17.0213.002
SCALE: 1" = 20'-0"
DATE: 07-02-2024
DRAWING: E103

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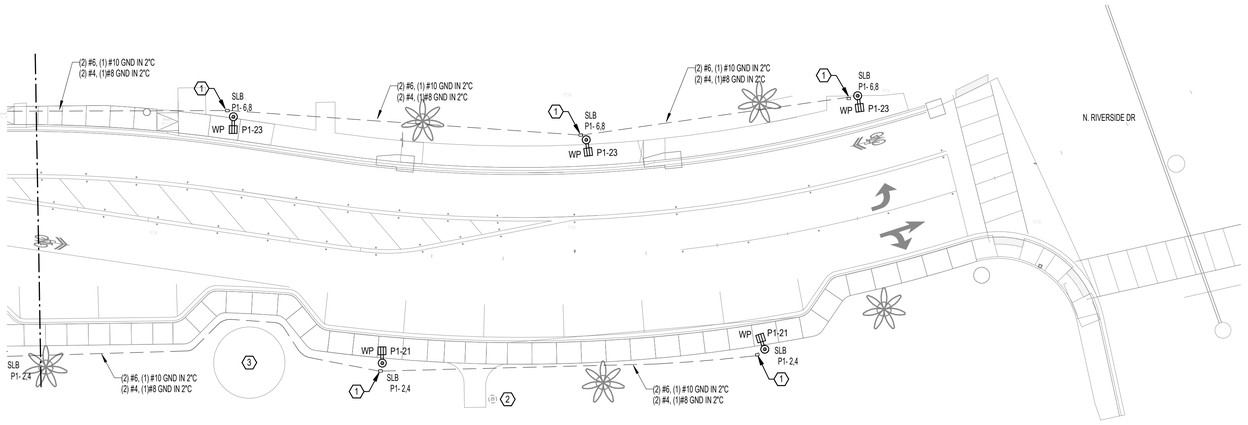
KEYED NOTES:

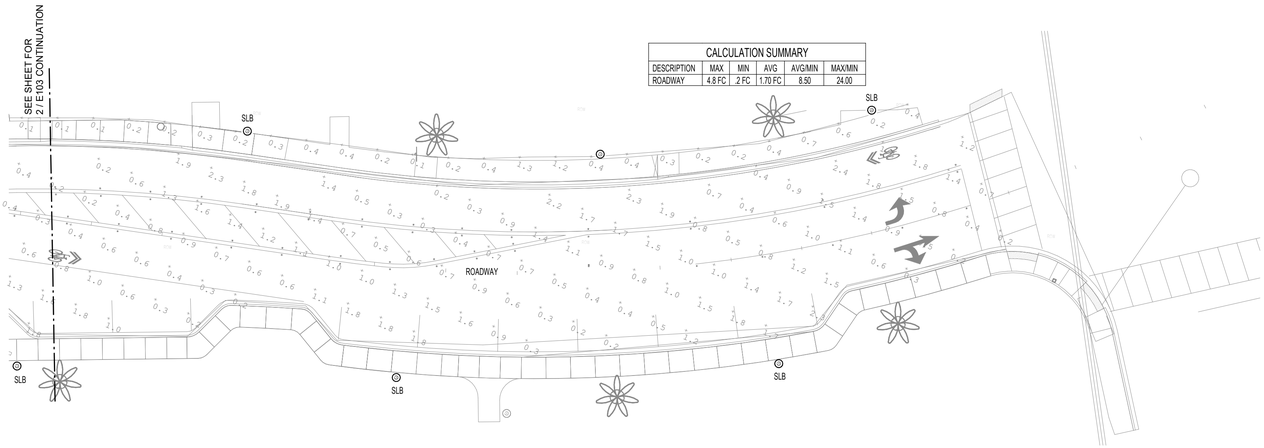
1. 8"x12" QUAZITE TRAFFIC RATED PULLBOX. LABELED ELECTRICAL.
2. EXISTING DECORATIVE POLE MOUNTED LIGHT FIXTURE TO BE DISCONNECTED AND REMOVED. REMOVE CONDUIT AND CONDUCTORS TO NEAREST FIXTURE. TURN OVER FIXTURE AND POLE TO OWNER.
3. EXISTING OAK TREE. ROUTE CONDUIT AROUND TREE OUTSIDE OF THE DRIPLINE.

GENERAL NOTES:

A. CONTRACTOR SHALL TAKE CARE NOT TO DISRUPT NEARBY TREE OR ROOTS SYSTEM WHEN ROUTING CONDUIT AND CONDUCTORS.




1 ELECTRICAL SITE PLAN - AREA 4
1" = 20'-0"




2 ELECTRICAL PHOTOMETRIC PLAN - AREA 4
1" = 20'-0"

REVISIONS

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CHECKED BY: MMH
APPROVED BY: MMH

ELECTRICAL PLANS - AREA 4

CONSTRUCTION PLANS FOR
**WASHINGTON STREET SCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

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PROJECT NO.: 17.0213.002
SCALE: 1" = 20'-0"
DATE: 07-02-2024
DRAWING: E104

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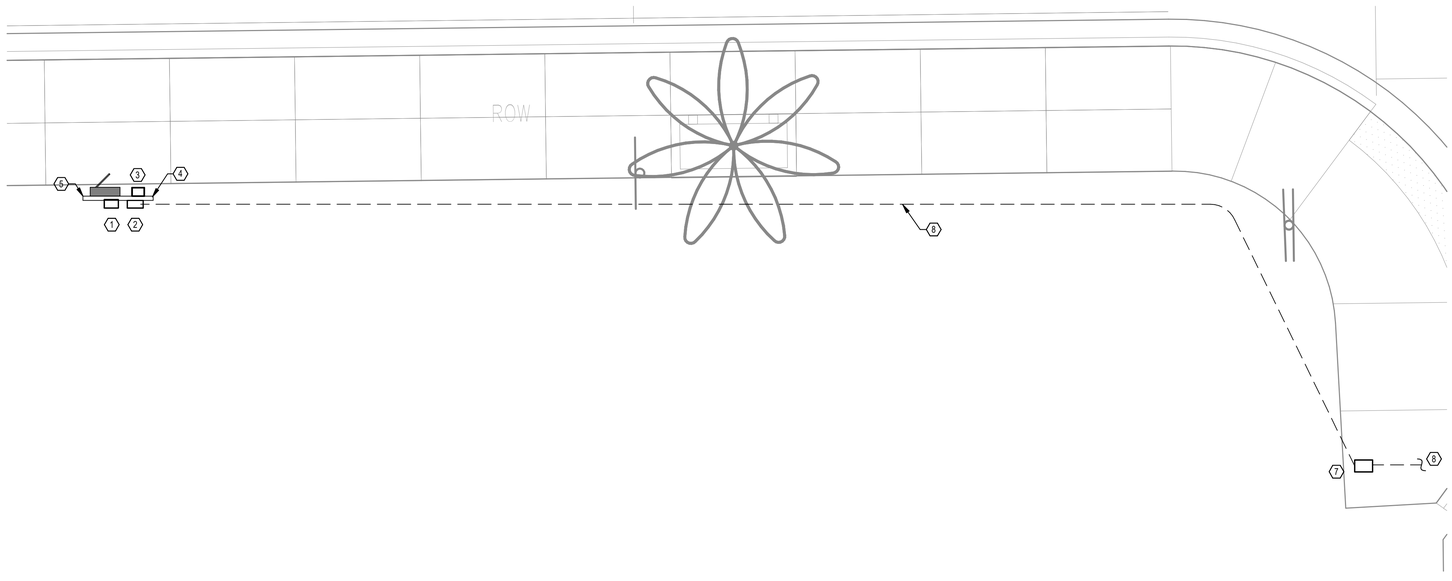
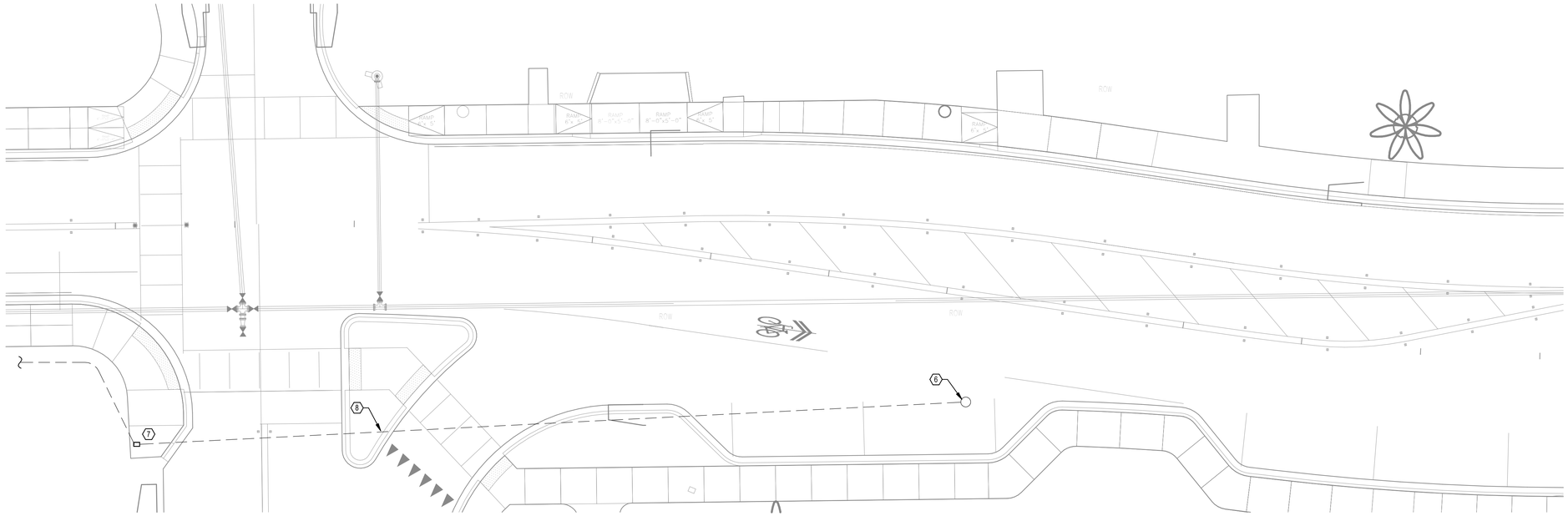



2 ELECTRICAL SITE PLAN - AREA 3 - Callout 1
1/4" = 1'-0"




1 ELECTRICAL SERVICE PLAN - AREA 4
1" = 10'-0"

KEYED NOTES:

1. 100A FUSED DISCONNECT SWITCH SERVICE ENTRANCE RATED.
2. ELECTRICAL UTILITY METER. VERIFY ALL REQUIREMENTS WITH THE UTILITY COMPANY.
3. LIGHTING CONTACTOR.
4. PHOTOCELL MOUNTED TO UNISTRUT RACK FACING NORTH.
5. UNISTRUT RACK. REFER TO DETAIL ON SHEET E601.
6. EXISTING UTILITY POLE AND POLE MOUNTED TRANSFORMERS.
7. 8"x12" QUAZITE TRAFFIC RATED PULLBOX. LABELED ELECTRICAL.
8. (4)#1 CU THWN, IN 1-1/2"C.

GENERAL NOTES:

A. CONTRACTOR SHALL TAKE CARE NOT TO DISRUPT NEARBY TREE OR ROOTS SYSTEM WHEN ROUTING CONDUIT AND CONDUCTORS.

REVISIONS

| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|

| DESIGNED BY | DRAWN BY | CHECKED BY | APPROVED BY |
|---|---|---|---|
| DRS | DRS | MMH | MMH |

ELECTRICAL PLANS - SERVICE LOCATION

CONSTRUCTION PLANS FOR
**WASHINGTON STREET SCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Certificate of Authorization No. 2648
100 Parnell Street Suite A, Merritt Island, FL 32953
Phone:321.453.0010 Fax:321.454.6885 WWW.DRMP.COM
DRMP, Inc.

NOT FOR CONSTRUCTION

M. MONCEF HADJI, P.E.
Florida License #48022

PROJECT NO.: 17.0213.002
SCALE: As indicated
DATE: 07-02-2024
DRAWING: E105

# LIGHTING FIXTURE SCHEDULE

| COUNT | TYPE | DESCRIPTION | MANUFACTURER / MODEL | LAMP SOURCE | VOLTAGE | WATTS | COMMENTS |
|---|---|---|---|---|---|---|---|
| 26 | SLA | POLE TOP MOUNTED AREA LIGHT, 4621 LUMENS, 3000K, TYPE 2 DISTRIBUTION, MOUNTED ON 17' POLE, HOUSE SIDE SHIELD. | ARCHITECTURAL AREA LIGHTING / PROL2-72L-425-3K7-2-HS | LED | 240 V | 96 VA | PROVIDE SEALED SHOP DRAWING/PRODUCT DATA DEMONSTRATING COMPLIANCE WITH POLE BASE AND WIND LOADING REQUIREMETS. |
| 6 | SLB | POLE TOP MOUNTED AREA LIGHT, 8352 LUMENS, 3000K, TYPE 4 DISTRIBUTION, MOUNTED ON 17' POLE. | ARCHITECTURAL AREA LIGHTING / PROL2-72L-355-3K7-4W-HS | LED | 240 V | 75 VA | PROVIDE SEALED SHOP DRAWING/PRODUCT DATA DEMONSTRATING COMPLIANCE WITH POLE BASE AND WIND LOADING REQUIREMETS. |

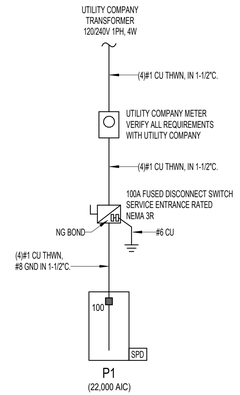
NOTES:

1. ALL LED FIXTURES SHALL BE MINIMUM 50,000 HOURS L70, CRI 80+.

2. IF THERE IS A DISCREPANCY BETWEEN THE FIXTURE DESCRIPTION, THE LIGHTING GENERAL NOTES, THE LIGHTING SPECIFICATIONS, AND THE CATALOG NUMBER LISTED, THE FIXTURE DESCRIPTION SHALL TAKE PRECEDENCE.

3. WHERE A SINGLE MANUFACTURER IS LISTED WITH A CORRESPONDING CATALOG NUMBER, THIS MANUFACTURER SHALL BE CONSIDERED THE BASIS OF DESIGN SELECTION. OTHER MANUFACTURERS WILL BE CONSIDERED AS "APPROVED EQUAL" ONLY IF THEIR LIGHTING FIXTURE MEETS OR EXCEEDS THE BASIS OF DESIGN SELECTION IN TYPE AND QUALITY OF CONSTRUCTION, LOUVER FINISHES, LENSES, HOUSING FINISHES, PHOTOMETRICS, SELECTED OPTIONS AND ACCESSORIES. APPROVED EQUAL MANUFACTURERS MUST ALSO MATCH OVERALL APPEARANCE AND DIMENSIONS OF BASIS OF DESIGN SELECTION. WHERE ONLY A MANUFACTURER'S NAME IS LISTED, THE FIXTURE SHALL COMPLY WITH THE DESCRIPTION, VOLTAGE, LAMP TYPE AND WATTAGE, AND ANY NOTED REMARKS, THE LIGHTING FIXTURE SCHEDULE NOTES, AND THE LIGHTING SPECIFICATIONS.

4. WHERE A MANUFACTURER IS SELECTED BY THE CONTRACTOR, OTHER THAN THAT LISTED AS THE BASIS OF DESIGN, PHOTOMETRIC CALCULATIONS SHALL BE SUBMITTED FOR THE FOLLOWING AREAS PRIOR TO APPROVAL: OPERATING ROOM, CONTROL ROOM, SURGICAL CORRIDORS, AND SCRUB AREAS.




2 ELECTRICAL ONE-LINE DIAGRAM
N.T.S


TLC ENGINEERING SOLUTIONS
7370 Cabot Court, Suite 103
Melbourne, FL 32940
P 321.636.0274
COA 15
www.tlc-engineers.com
TLC No.: 523062
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REVISIONS

| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| | | | |

| DESIGNED BY | DRAWN BY | CHECKED BY | APPROVED BY |
|---|---|---|---|
| DRS | DRS | MMH | MMH |

ELECTRICAL
SCHEDULES & ONE-LINE
DIAGRAM

CONSTRUCTION PLANS FOR
**WASHINGTON STREET SCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE


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DRMP, Inc.


NOT FOR CONSTRUCTION

M. MONCEF HADJI, P.E.
Florida License #48022

PROJECT NO.: 17.0213.002
SCALE: N.T.S
DATE: 07-02-2024
DRAWING: E501

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COA 15
www.tlc-engineers.com
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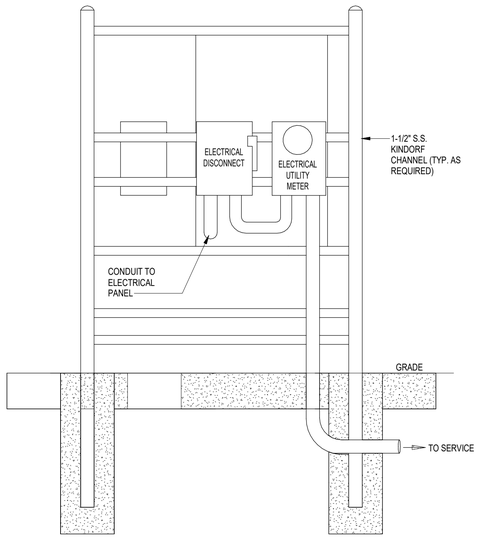
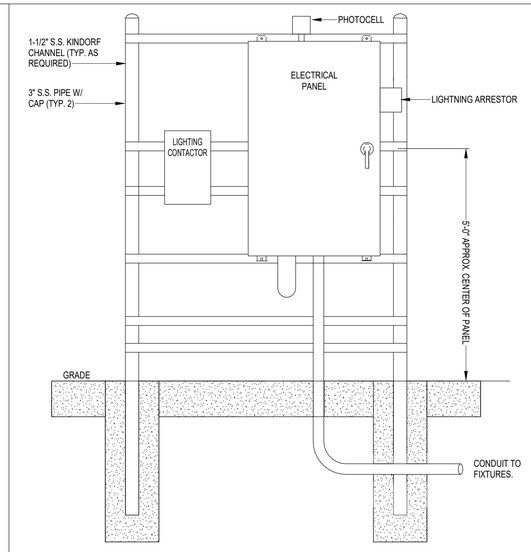


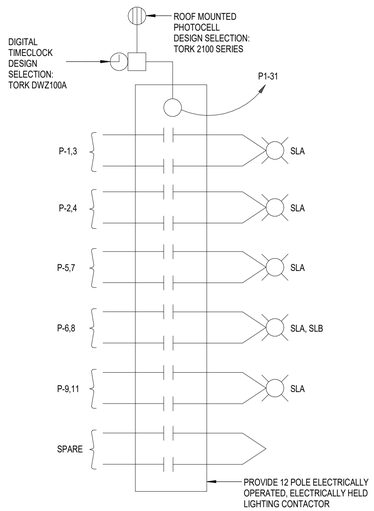

SERVICE RACK DETAIL - REAR ELEVATION
No Scale

3



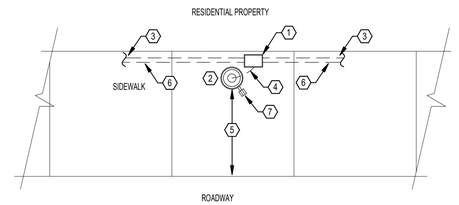

SERVICE RACK - FRONT ELEVATION
No Scale

1




SITE LIGHTING CONTACTOR - NORMAL BRANCH
No Scale

4




1. QUAZITE 8"x12" POLYMER CONCRETE, TRAFFIC RATED PULL BOX. LABELED ELECTRICAL. LOCATE PULL BOX AS FAR TO THE REAR OF THE SIDEWALK AS POSSIBLE.
2. NEW LIGHT POLE WITH DECORATIVE POLE BASE. LOCATE FIXTURE AS FAR TO THE REAR OF THE SIDEWALK AS POSSIBLE.
3. CONDUIT AND CONDUCTORS SERVING ELECTRICAL LIGHT POLES.
4. ELECTRICAL CONDUIT AND CONDUCTORS FROM ELECTRICAL PULL BOX TO LIGHT POLE. PROVIDE MINIMUM #10 CONDUCTORS FROM PULLBOX TO POLE FOR LIGHTING AND RECEPTACLE CIRCUITS.
5. PROVIDE 3'-0" MINIMUM CLEARANCE BETWEEN FRONT OF SIDEWALK AND LIGHT FIXTURE.
6. CONDUIT SERVING ELECTRICAL POLE RECEPTACLES.
7. RECEPTACLE MOUNTED IN POLE BASE WITH IN-USE WEATHERPROOF ENCLOSURE.

SIDEWALK FIXTURE LOCATION DETAIL

2

REVISIONS

| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| | | | |

DESIGNED BY: DRS
DRAWN BY: DRS
CHECKED BY: MMH
APPROVED BY: MMH

ELECTRICAL DETAILS

CONSTRUCTION PLANS FOR
**WASHINGTON STREET SCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

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M. MONCEF HADJI, P.E.
Florida License #48022

PROJECT NO.: 17.0213.002
SCALE: As indicated
DATE: 07-02-2024
DRAWING: E601

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# PROL2

DECORATIVE & POST TOP

DATE: | LOCATION:

TYPE: | PROJECT:

CATALOG #:

## FEATURES

- Reliable, uniform, glare free illumination
- Types 1, 2, 3, 4W, 5Q, and 5W distributions
- Amber, 3000K, 4000K, 5000K CCT
- 0-10V dimming ready
- Integral Surge protection: 10k in parallel, 20k in series
- Upgrade Kits

3000K and Amber CCTs only

See Certification Specifications

PROVIDENCE®



Providence Large

## SPECIFICATIONS

### CONSTRUCTION

- All housing components aluminum 360 alloy, sealed with continuous silicone rubber gaskets
- Standard configurations do not require a flat lens, optional lenses are tempered glass
- All internal and external hardware is stainless steel
- Finish: fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) polyester powdercoat
- Optical bezel finish to match the luminaire housing

### LED/OPTICS

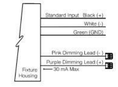
- Optical cartridge system consisting of a die cast heat sink, LED engine, TIR optics, gasket and bezel plate
- Optics are held in place without the use of adhesives
- Molded silicone gasket ensures a weather-proof seal around each individual LED.
- Features individual LED optical control based on high performance TIR optical designs.
- House Side Shield is available on Standard and Clear Lens options except any Type 5 distribution. House Side Shield is not available for any distribution using a Diffused Lens.

### INSTALLATION

- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.

### ELECTRICAL

- Luminaires have UL recognized integral surge protection, and have a surge current rating of 10,000 Amps using the industry standard 8/20uSec wave and surge rating of 372J
- Drivers are UL recognized with an inrush current maximum of <20.0 Amps maximum at 230VAC
- 100%-1% dimming range. Fixture will be wired for low voltage 0-10V dimming control




- Driver and surge suppressor are mounted to a prewired tray with quick disconnects that may be removed from the gear compartment
- Surge protection: 10,000k in parallel, 20,000k in series

### CONTROLS

- Egress adapter(s) will slip over a 4"/100mm DIA. pole with the luminaire or arm slipping over the adapter to add a total of 4.5"/114mm to the overall height. Adapter(s) are prewired, independently rotatable 359°, and have a cast access cover with an integral lens and lanyard

### CONTROLS (CONTINUED)

- Egress adapter will require an auxiliary 120 volt supply for operation of an integral MR16 lamp in the event of emergency. The lamp may be aimed and locked into position with an adjustment range of 15°-45°. Adapter will have a socket that accepts miniature bi-pin MR16 lamps up to 50 watts, lamp by others
- Photocell adapter includes a 7-Pin internal twist lock receptacle. Photocell by others.

### CERTIFICATIONS

- ETL listed under UL 1598 and CSA C22.2 No. 250.0-08 for wet locations
- This product qualifies as a "designated country construction material" per FAR 52.225-11 Buy American-Construction Materials under Trade Agreements effective 5/29/2020.

### WARRANTY

- 5 year warranty

| KEY DATA | |
|---|---|
| LUMEN RANGE | 2,087–17,415 |
| WATTAGE RANGE | 60.51–159.8 |
| EFFICACY RANGE (LPW) | 29–125.5 |
| INPUT CURRENT RANGE (mA) | 270/500/700 mA |
| WEIGHT | 47 lbs / 21.3 kg |
| EPA | 1.33 |

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PROL2

DECORATIVE & POST TOP

DATE: | LOCATION:

TYPE: | PROJECT:

CATALOG #:


## ORDERING GUIDE

**Example:** PROL2-72L-325-3K7-4W-BL-SLA1-DF-HS-AD5-UNV

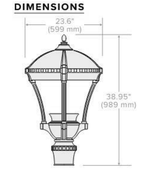
CATALOG #

### HOUSING

| PROL2 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Housing** | | **LED Quantity** | | **Lumen Output** | | **CCT/CRI** | | **Distribution** | | **Finish** | |
| **PROL2** | Providence Large 2.0 | **72L** | 72 LED | **270** | 450mA Microcore Equivalent | **AMB** | Amber-595nm Peak [1] | **1** | Type I | **BLS** | Black Gloss Smooth |
| | | | | **335** | 335mA, 9000 Lumens | **3K7** | 3000K, 70 CRI | **2** | Type II | **BLT** | Black Matte Textured |
| | | | | **425** | 700mA Microcore Equivalent | **4K7** | 4000K, 70 CRI | **3** | Type III | **DBS** | Dark Bronze Gloss Smooth |
| | | | | **500** | 500mA, 13000 Lumens | **5K7** | 5000K, 70 CRI | **4W** | Type IV Wide | **DBT** | Dark Bronze Matte Textured |
| | | | | **700** | 700mA, 17000 Lumens | Contact factory for options listed below | | **5Q** | Type V Square | **GTT** | Graphite Matte Textured |
| | | | | | | **27K8** | 2700K, 80 CRI | **5W** | Type V Wide | **LGS** | Light Grey Gloss Smooth |
| | | | | | | 80 or 90 CRI for standard color temperatures | | | | **LGT** | Light Grey Matte Textured |
| | | | | | | | | | | **PSS** | Platinum Silver Gloss Smooth |
| | | | | | | | | | | **VGT** | Verde Green Matte Textured |
| | | | | | | | | | | **WHS** | White Gloss Smooth |
| | | | | | | | | | | **WHT** | White Matte Textured |
| | | | | | | | | | | **Color Option** | |
| | | | | | | | | | | **CC** [2] | Custom Color |

| Mounting | | Optional Lens | | Options | | Mounting Options | | Voltage | |
|---|---|---|---|---|---|---|---|---|---|
| **Pole Mount** | | **CL** | Clear Lens | **HS** | House Side Shield [3] | **PCA-C** | Photocontrol Adaptor Contemporary | **UNV** | 120-277V |
| **STND_MNT** [4] | Standard Mount | **DL** | Diffused Lens [3] | **PFN** | Brass Colored Finish | **EPA-C** | Egress Adaptor Contemporary | | |
| **PT23** | 2 3/8" tenon | | | **SPK** | Cast Spikes | | | | |
| **PT3** | 3" tenon | | | **BPS** | Brass Colored Struts | | | | |
| **PT4** | Slips Over A 4" OD Pole | | | **SF** | Single Fuse (120, 277) | | | | |
| **Arm Mount** | | | | **DF** | Double Fuse (208, 240) | | | | |
| **SLA1** | 4" pole or tenon | | | | | | | | |
| **TRA5U-4** | 4" pole or tenon | | | | | | | | |
| **TRA6U-4** | 4" pole or tenon | | | | | | | | |
| **TRA8U-4** | 4" pole or tenon | | | | | | | | |
| **TRA5S-4** | 4" pole or tenon | | | | | | | | |
| **TRA5U-5** | 5" pole or tenon | | | | | | | | |
| **TRA6U-5** | 5" pole or tenon | | | | | | | | |
| **TRA8U-5** | 5" pole or tenon | | | | | | | | |
| **TRA5S-5** | 5" pole or tenon | | | | | | | | |
| **TRA56-5** | 5" pole or tenon | | | | | | | | |
| **Wall Mount** | | | | | | | | | |
| **WMA55** | Wall Mount | | | | | | | | |
| **WMA56** | Wall Mount | | | | | | | | |
| **Pier Mount** | | | | | | | | | |
| **PM1** | Pier Mount 1 | | | | | | | | |
| **PM2** | Pier Mount 2 | | | | | | | | |
| **PM3** | Pier Mount 3 | | | | | | | | |

### DIMENSIONS




Notes:
1. Turtle friendly
2. Diffused Lens is available only with T3 and T5W distribution
3. House Side Shield is available only with T1, T2, T3 and T4W distributions
4. Consult factory for custom color, marine and corrosive finish options.
5. Contact Factory for additional glare shield options
6. Slips over 5" OD Pole


Current

currentlighting.com/aal





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PROL2

DECORATIVE & POST TOP

DATE: | LOCATION:

TYPE: | PROJECT:

CATALOG #:


## DELIVERED LUMENS

The table below shows the delivered lumens for the various lumen outputs and beam distributions. Use this chart in connection with the lumen factor (LF) capability to deliver any output required.

| LED # | Drive Current | Lumen Package | Lens | Distribution | 3000K 70CRI | | | | 4000K 70CRI | | | | 5000K 70CRI | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Lumen | Bug Rating | | Efficancy (Lm/W) | Lumen | Bug Rating | | Efficancy (Lm/W) | Lumen | Bug Rating | | Efficancy (Lm/W) |
| | | | | | | | | | | | | | | | | |
| 72 | 270 | 450mA Microcore Equivalent | None | 1 | 7028 | 1 | 0 | 116.1 | 7277 | 1 | 0 | 120.3 | 7533 | 1 | 0 | 124.5 |
| | | | | 2 | 6764 | 1 | 0 | 111.8 | 7004 | 1 | 0 | 115.8 | 7251 | 1 | 0 | 119.8 |
| | | | | 3 | 6824 | 1 | 0 | 112.8 | 7066 | 1 | 0 | 116.8 | 7315 | 1 | 0 | 120.9 |
| | | | | 4W | 6898 | 1 | 0 | 114.0 | 7143 | 1 | 0 | 118.0 | 7394 | 1 | 0 | 122.2 |
| | | | | 1-HS | 3806 | 0 | 0 | 62.9 | 3941 | 0 | 0 | 65.1 | 4079 | 0 | 0 | 67.4 |
| | | | | 2-HS | 3144 | 0 | 0 | 52.0 | 3255 | 0 | 0 | 53.8 | 3370 | 0 | 0 | 55.7 |
| | | | | 3-HS | 3191 | 0 | 0 | 52.7 | 3305 | 0 | 0 | 54.6 | 3421 | 0 | 0 | 56.5 |
| | | | | 4W-HS | 2782 | 0 | 0 | 46.0 | 2881 | 0 | 0 | 47.6 | 2982 | 0 | 0 | 49.3 |
| | | | | 5Q | 7322 | 3 | 0 | 121.0 | 7582 | 3 | 0 | 125.3 | 7849 | 3 | 0 | 129.7 |
| | | | | 5W | 6904 | 3 | 0 | 114.1 | 7149 | 3 | 0 | 118.2 | 7401 | 3 | 0 | 122.3 |
| | | | Clear | 1-CL | 5271 | 1 | 0 | 87.1 | 5458 | 1 | 0 | 90.2 | 5650 | 1 | 0 | 93.4 |
| | | | | 2-CL | 5073 | 1 | 0 | 83.9 | 5253 | 1 | 0 | 86.8 | 5438 | 1 | 0 | 89.9 |
| | | | | 3-CL | 5118 | 1 | 0 | 84.6 | 5300 | 1 | 0 | 87.6 | 5486 | 1 | 0 | 90.7 |
| | | | | 4W-CL | 5174 | 1 | 0 | 85.5 | 5357 | 1 | 0 | 88.5 | 5546 | 1 | 0 | 91.7 |
| | | | | 1-CL-HS | 2854 | 0 | 0 | 47.2 | 2955 | 0 | 0 | 48.8 | 3059 | 0 | 0 | 50.6 |
| | | | | 2-CL-HS | 2358 | 0 | 0 | 39.0 | 2441 | 0 | 0 | 40.4 | 2527 | 0 | 0 | 41.8 |
| | | | | 3-CL-HS | 2393 | 0 | 0 | 39.6 | 2478 | 0 | 0 | 41.0 | 2566 | 0 | 0 | 42.4 |
| | | | | 4W-CL-HS | 2087 | 0 | 0 | 34.5 | 2161 | 0 | 0 | 35.7 | 2237 | 0 | 0 | 37.0 |
| | | | | 5Q-CL | 5491 | 2 | 0 | 90.8 | 5686 | 2 | 0 | 94.0 | 5886 | 2 | 0 | 97.3 |
| | | | | 5W-CL | 5178 | 3 | 0 | 85.6 | 5362 | 3 | 0 | 88.6 | 5550 | 3 | 0 | 91.7 |
| | | | Diffused | 3-DL | 4218 | 1 | 0 | 55.7 | 4368 | 1 | 0 | 57.7 | 4521 | 1 | 0 | 74.7 |
| | | | | 5W-DL | 4268 | 2 | 0 | 56.4 | 4419 | 2 | 0 | 58.4 | 4574 | 2 | 0 | 75.6 |
| | 335 | 9000 | None | 1 | 8507 | 1 | 0 | 112.4 | 8809 | 1 | 0 | 116.4 | 9119 | 1 | 0 | 119.9 |
| | | | | 2 | 8188 | 2 | 0 | 108.2 | 8479 | 2 | 0 | 112.0 | 8777 | 2 | 0 | 116.0 |
| | | | | 3 | 8261 | 1 | 0 | 109.4 | 8554 | 1 | 0 | 113.3 | 8855 | 2 | 0 | 116.4 |
| | | | | 4W | 8351 | 1 | 0 | 110.3 | 8647 | 1 | 0 | 114.2 | 8951 | 1 | 0 | 117.5 |
| | | | | 1-HS | 4607 | 0 | 0 | 60.9 | 4770 | 0 | 0 | 63.0 | 4938 | 0 | 0 | 65.1 |
| | | | | 2-HS | 3805 | 0 | 0 | 50.3 | 3940 | 0 | 0 | 52.1 | 4079 | 0 | 0 | 54.1 |
| | | | | 3-HS | 3863 | 0 | 0 | 51.0 | 4000 | 0 | 0 | 52.8 | 4141 | 0 | 0 | 54.9 |
| | | | | 4W-HS | 3368 | 0 | 0 | 44.5 | 3487 | 0 | 0 | 46.1 | 3610 | 0 | 0 | 47.8 |
| | | | | 5Q | 8864 | 3 | 0 | 117.1 | 9178 | 3 | 0 | 121.3 | 9501 | 3 | 0 | 125.5 |
| | | | | 5W | 8358 | 3 | 0 | 110.4 | 8654 | 3 | 0 | 114.3 | 8959 | 3 | 0 | 118.6 |
| | | | Clear | 1-CL | 6380 | 1 | 0 | 84.3 | 6607 | 1 | 0 | 87.3 | 6839 | 1 | 0 | 90.3 |
| | | | | 2-CL | 6141 | 1 | 0 | 81.1 | 6359 | 1 | 0 | 84.0 | 6583 | 1 | 0 | 87.0 |
| | | | | 3-CL | 6196 | 1 | 0 | 81.8 | 6415 | 1 | 0 | 84.7 | 6641 | 1 | 0 | 88.1 |
| | | | | 4W-CL | 6263 | 1 | 0 | 82.7 | 6485 | 1 | 0 | 85.7 | 6713 | 1 | 0 | 88.7 |
| | | | | 1-CL-HS | 3455 | 0 | 0 | 45.6 | 3577 | 0 | 0 | 47.3 | 3703 | 0 | 0 | 48.9 |
| | | | | 2-CL-HS | 2854 | 0 | 0 | 37.7 | 2955 | 0 | 0 | 39.0 | 3059 | 0 | 0 | 40.4 |
| | | | | 3-CL-HS | 2897 | 0 | 0 | 38.3 | 3000 | 0 | 0 | 39.6 | 3106 | 0 | 0 | 41.0 |
| | | | | 4W-CL-HS | 2526 | 0 | 0 | 33.4 | 2615 | 0 | 0 | 34.5 | 2707 | 0 | 0 | 35.8 |
| | | | | 5Q-CL | 6647 | 3 | 0 | 87.8 | 6883 | 3 | 0 | 90.9 | 7125 | 3 | 0 | 94.1 |
| | | | | 5W-CL | 6268 | 3 | 0 | 82.8 | 6491 | 3 | 0 | 85.7 | 6719 | 3 | 0 | 88.8 |
| | | | Diffused | 3-DL | 5064 | 1 | 0 | 66.9 | 5243 | 1 | 0 | 69.3 | 5428 | 1 | 0 | 71.7 |
| | | | | 5W-DL | 5208 | 2 | 0 | 68.8 | 5393 | 2 | 0 | 71.2 | 5583 | 2 | 0 | 73.9 |




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PROL2

DECORATIVE & POST TOP

DATE: | LOCATION:

TYPE: | PROJECT:

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## DELIVERED LUMENS

The table below shows the delivered lumens for the various lumen outputs and beam distributions. Use this chart in connection with the lumen factor (LF) capability to deliver any output required.

| LED # | Drive Current | Lumen Package | Lens | Distribution | 3000K 70CRI | | | | 4000K 70CRI | | | | 5000K 70CRI | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Lumen | Bug Rating | | Efficancy (Lm/W) | Lumen | Bug Rating | | Efficancy (Lm/W) | Lumen | Bug Rating | | Efficancy (Lm/W) |
| | | | | | | | | | | | | | | | | |
| 72 | 425 | 700mA Microcore Equivalent | None | 1 | 10329 | 1 | 0 | 107.6 | 10695 | 1 | 0 | 111.4 | 11072 | 1 | 0 | 115.3 |
| | | | | 2 | 9941 | 2 | 0 | 103.6 | 10294 | 2 | 0 | 107.2 | 10656 | 2 | 0 | 111.0 |
| | | | | 3 | 10030 | 2 | 0 | 104.5 | 10386 | 2 | 0 | 108.2 | 10751 | 2 | 0 | 112.0 |
| | | | | 4W | 10139 | 2 | 0 | 105.6 | 10498 | 2 | 0 | 109.4 | 10868 | 2 | 0 | 113.2 |
| | | | | 1-HS | 5593 | 0 | 0 | 58.3 | 5792 | 0 | 0 | 60.3 | 5995 | 0 | 0 | 62.5 |
| | | | | 2-HS | 4620 | 0 | 0 | 48.1 | 4784 | 0 | 0 | 49.8 | 4952 | 0 | 0 | 51.6 |
| | | | | 3-HS | 4690 | 0 | 0 | 48.9 | 4857 | 0 | 0 | 50.6 | 5028 | 0 | 0 | 52.4 |
| | | | | 4W-HS | 4089 | 0 | 0 | 42.6 | 4234 | 1 | 0 | 44.1 | 4383 | 1 | 0 | 45.7 |
| | | | | 5Q | 10762 | 3 | 0 | 112.1 | 11143 | 3 | 0 | 116.1 | 11535 | 3 | 0 | 120.2 |
| | | | | 5W | 10148 | 4 | 0 | 105.7 | 10508 | 4 | 0 | 109.5 | 10877 | 4 | 0 | 113.3 |
| | | | Clear | 1-CL | 7746 | 1 | 0 | 80.7 | 8021 | 1 | 0 | 83.6 | 8303 | 1 | 0 | 86.5 |
| | | | | 2-CL | 7456 | 1 | 0 | 77.7 | 7720 | 1 | 0 | 80.4 | 7992 | 1 | 0 | 83.2 |
| | | | | 3-CL | 7522 | 1 | 0 | 78.4 | 7789 | 1 | 0 | 81.1 | 8063 | 1 | 0 | 84.0 |
| | | | | 4W-CL | 7604 | 1 | 0 | 79.2 | 7873 | 1 | 0 | 82.0 | 8150 | 1 | 0 | 84.9 |
| | | | | 1-CL-HS | 4195 | 0 | 0 | 43.7 | 4343 | 0 | 0 | 45.2 | 4496 | 0 | 0 | 46.8 |
| | | | | 2-CL-HS | 3465 | 0 | 0 | 36.1 | 3588 | 0 | 0 | 37.4 | 3714 | 0 | 0 | 38.7 |
| | | | | 3-CL-HS | 3518 | 0 | 0 | 36.6 | 3642 | 0 | 0 | 37.9 | 3771 | 0 | 0 | 39.3 |
| | | | | 4W-CL-HS | 3067 | 0 | 0 | 31.9 | 3175 | 0 | 0 | 33.1 | 3287 | 0 | 0 | 34.2 |
| | | | | 5Q-CL | 8071 | 3 | 0 | 84.1 | 8357 | 3 | 0 | 87.1 | 8651 | 3 | 0 | 90.1 |
| | | | | 5W-CL | 7610 | 3 | 0 | 79.3 | 7880 | 3 | 0 | 82.1 | 8158 | 3 | 0 | 85.0 |
| | | | Diffused | 3-DL | 6199 | 2 | 0 | 64.6 | 6419 | 2 | 0 | 66.9 | 6645 | 2 | 0 | 69.2 |
| | | | | 5W-DL | 6272 | 2 | 0 | 65.3 | 6494 | 2 | 0 | 67.7 | 6723 | 2 | 0 | 70.0 |
| | 500 | 13000 | None | 1 | 11907 | 1 | 0 | 104.2 | 12330 | 2 | 0 | 107.9 | 12764 | 2 | 0 | 111.7 |
| | | | | 2 | 11461 | 2 | 0 | 100.3 | 11867 | 2 | 0 | 103.8 | 12285 | 2 | 0 | 107.5 |
| | | | | 3 | 11563 | 2 | 0 | 101.2 | 11973 | 2 | 0 | 104.7 | 12394 | 2 | 0 | 108.4 |
| | | | | 4W | 11688 | 2 | 0 | 102.2 | 12103 | 2 | 0 | 105.9 | 12528 | 2 | 0 | 109.6 |
| | | | | 1-HS | 6448 | 0 | 0 | 56.4 | 6677 | 0 | 0 | 58.4 | 6912 | 1 | 0 | 60.5 |
| | | | | 2-HS | 5326 | 0 | 0 | 46.6 | 5515 | 0 | 0 | 48.2 | 5709 | 0 | 0 | 49.9 |
| | | | | 3-HS | 5407 | 1 | 0 | 47.3 | 5599 | 1 | 0 | 49.0 | 5796 | 1 | 0 | 50.7 |
| | | | | 4W-HS | 4714 | 1 | 0 | 41.2 | 4881 | 1 | 0 | 42.7 | 5053 | 1 | 0 | 44.2 |
| | | | | 5Q | 12406 | 3 | 0 | 108.5 | 12846 | 3 | 0 | 112.4 | 13298 | 3 | 0 | 116.3 |
| | | | | 5W | 11698 | 4 | 0 | 102.3 | 12113 | 4 | 0 | 106.0 | 12540 | 4 | 0 | 109.7 |
| | | | Clear | 1-CL | 8930 | 1 | 0 | 78.1 | 9247 | 1 | 0 | 80.9 | 9572 | 1 | 0 | 83.7 |
| | | | | 2-CL | 8595 | 2 | 0 | 75.2 | 8900 | 2 | 0 | 77.9 | 9213 | 2 | 0 | 80.6 |
| | | | | 3-CL | 8672 | 1 | 0 | 75.9 | 8979 | 2 | 0 | 78.6 | 9295 | 2 | 0 | 81.3 |
| | | | | 4W-CL | 8766 | 1 | 0 | 76.7 | 9077 | 2 | 0 | 79.4 | 9396 | 2 | 0 | 82.2 |
| | | | | 1-CL-HS | 4836 | 0 | 0 | 42.3 | 5007 | 0 | 0 | 43.8 | 5183 | 0 | 0 | 45.3 |
| | | | | 2-CL-HS | 3995 | 0 | 0 | 34.9 | 4136 | 0 | 0 | 36.2 | 4282 | 0 | 0 | 37.5 |
| | | | | 3-CL-HS | 4055 | 0 | 0 | 35.5 | 4199 | 0 | 0 | 36.7 | 4347 | 0 | 0 | 38.0 |
| | | | | 4W-CL-HS | 3535 | 0 | 0 | 30.9 | 3661 | 0 | 0 | 32.0 | 3789 | 0 | 0 | 33.2 |
| | | | | 5Q-CL | 9304 | 3 | 0 | 81.4 | 9634 | 3 | 0 | 84.3 | 9973 | 3 | 0 | 87.2 |
| | | | | 5W-CL | 8773 | 3 | 0 | 76.8 | 9085 | 3 | 0 | 79.5 | 9404 | 3 | 0 | 82.3 |
| | | | Diffused | 3-DL | 7147 | 2 | 0 | 62.5 | 7400 | 2 | 0 | 64.7 | 7660 | 2 | 0 | 67.0 |
| | | | | 5W-DL | 7231 | 2 | 0 | 63.3 | 7487 | 2 | 0 | 65.5 | 7750 | 3 | 0 | 67.8 |




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www.tlc-engineers.com
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CONSTRUCTION PLANS FOR
WASHINGTON STREET SCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

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DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Certificate of Authorization No. 2648
100 Parnell Street Suite A, Merritt Island, FL 32953
Phone:321.453.0010 Fax:321.454.6885 WWW.DRMP.COM

DRMP, Inc.


NOT FOR CONSTRUCTION

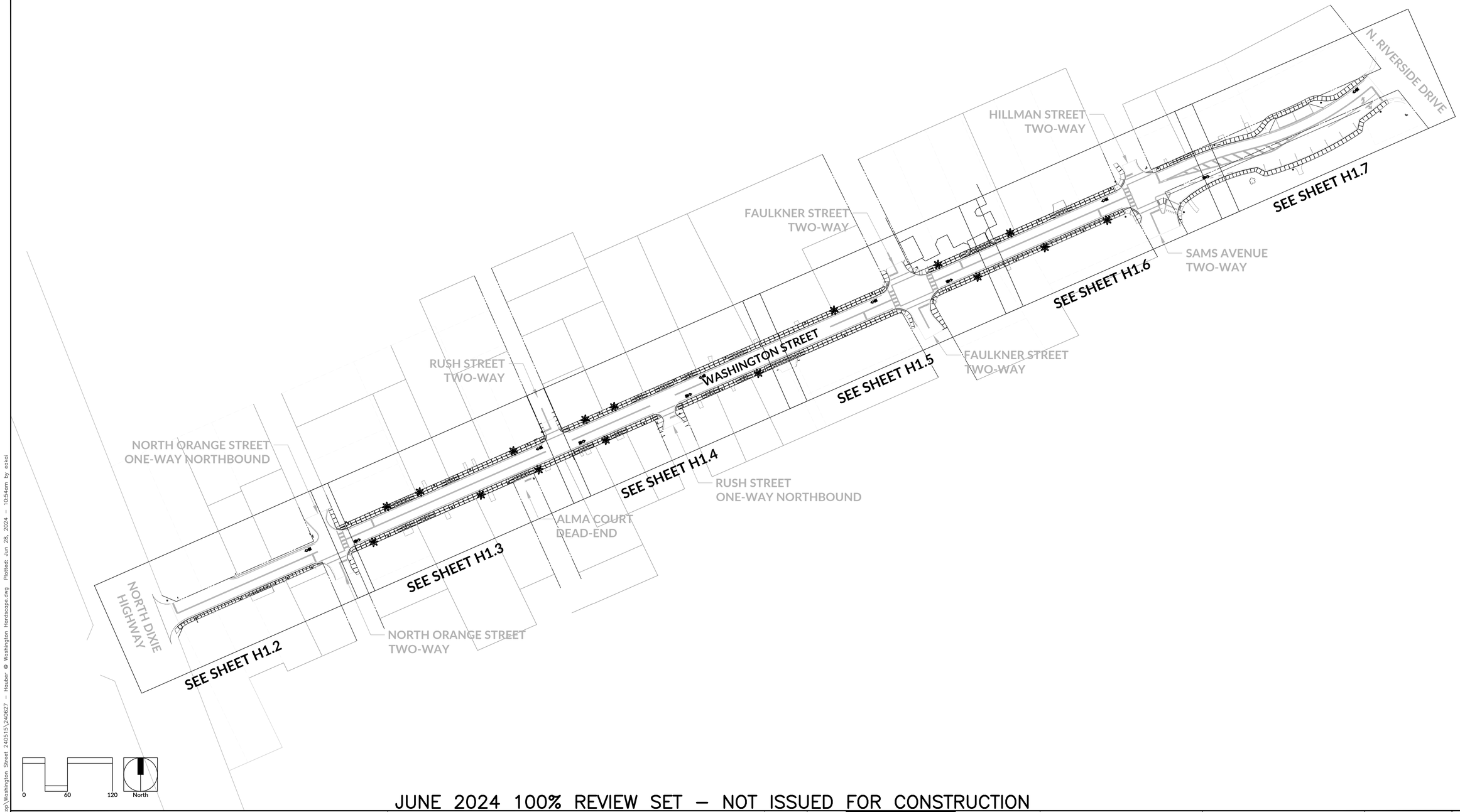
M. MONCEF HADIJI, P.E.
Florida License #48022

PROJECT NO.: 17.0213.002

SCALE: 12" = 1'-0"

DATE: 07-02-2024

DRAWING: E602

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CONSTRUCTION PLANS FOR
**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**HARDSCAPE SHEET INDEX PLAN**

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SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: H1.1

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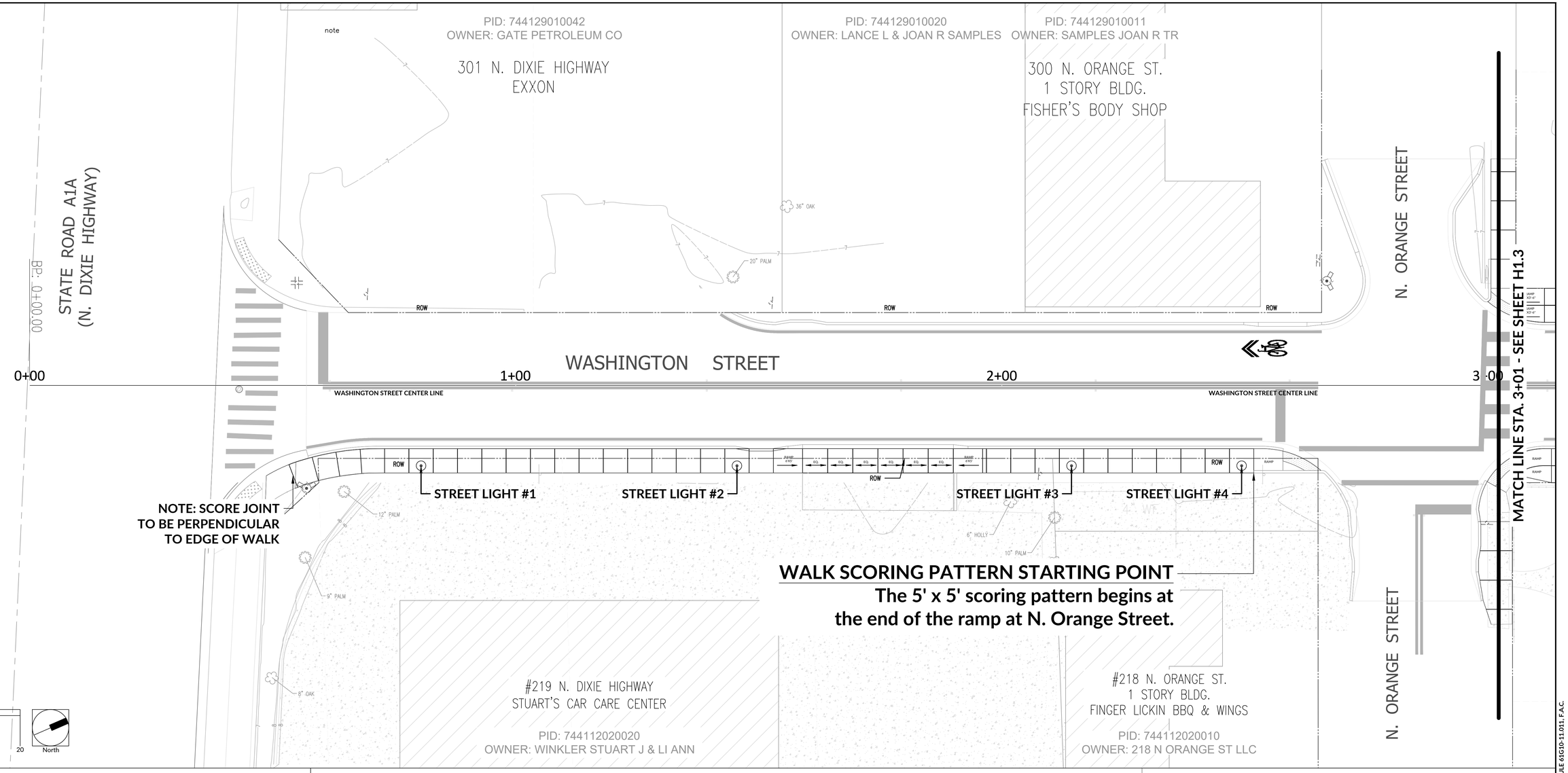
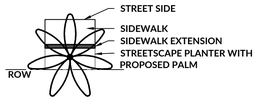



## LEGEND

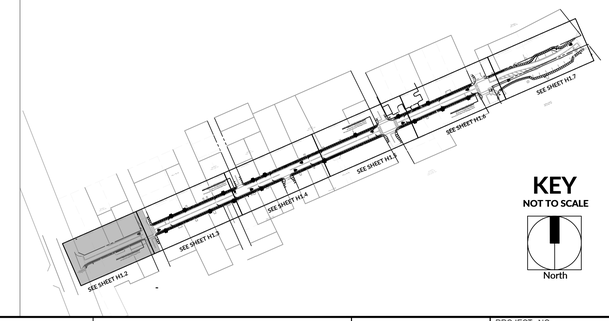
- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER




**NOTES:**

1. The Hardscape, Landscape and Irrigation Plans were prepared with the following base information:
   - Allen Engineering Inc. Existing Conditions Survey dated June 1, 2021
   - DRMP Civil Engineering Construction Plans dated May 17, 2024
   - TLC Engineering Solutions Site Electrical Plans dated February 13, 2024
   - AutoCAD 2024 GIS Coordinate System and Satellite Imagery

   The location of buildings, driveways, walks, and existing features are approximate and shall be verified by the General Contractor during construction.
2. See Sheet H1.8 for Walk Details. See Sheet L1.6 for Planter Planting Detail.
3. All walks and planters drain toward Washington Street. See the DMRP Grading and Drainage Plans for grading requirements.
4. See each Sheet for Walk Score Joint Point of Beginning.
5. There are areas along Washington Street without planters due to conflicts with existing tree canopies adjacent to the Right Of Way, space limitations due to driveway locations, or other conditions.
6. The Hardscape Plans should be used for Score Joint placement and Planter locations only. See DRMP Geometry, Overall Paving, Grading and Drainage Plans for pavement and curb details.

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**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

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**HARDSCAPE PLAN WALK & PLANTER LAYOUT**

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
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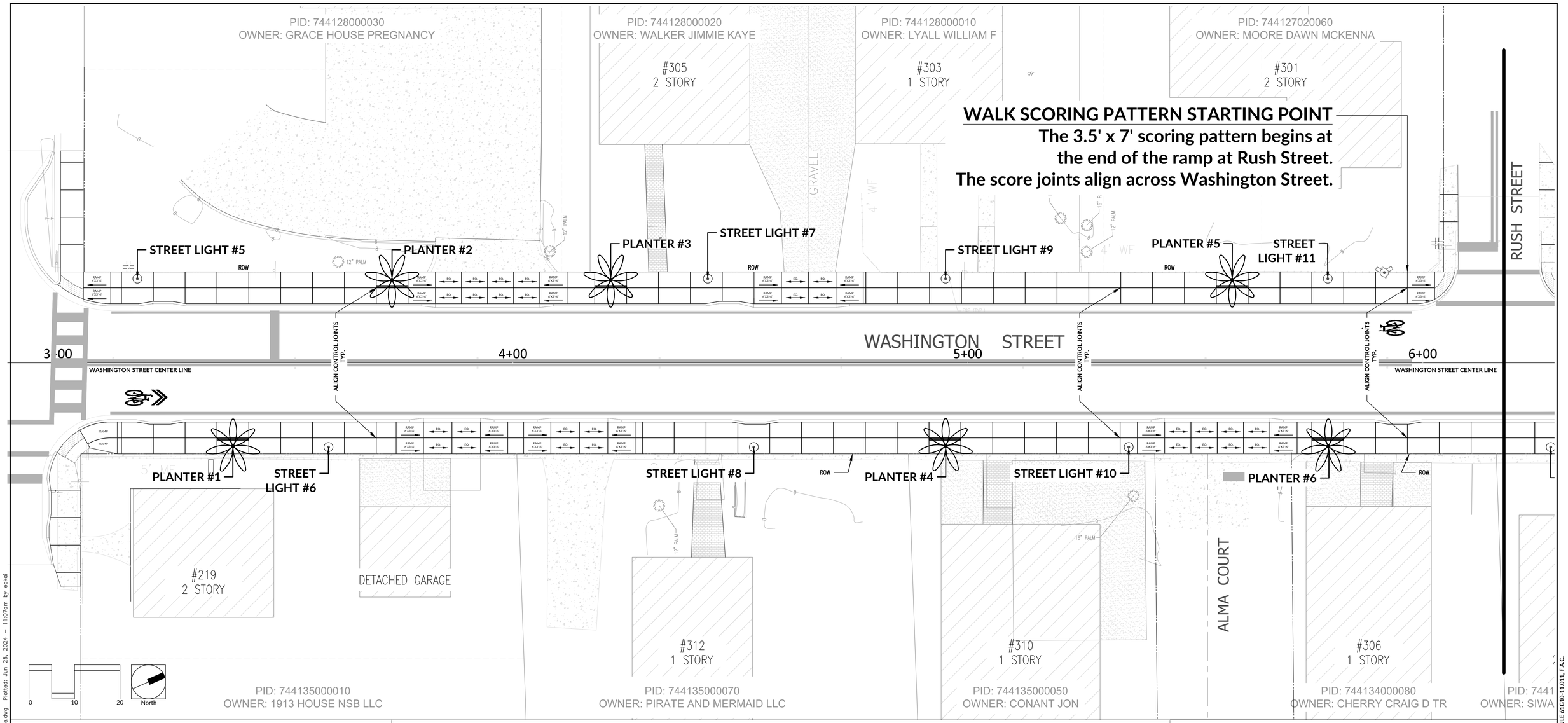
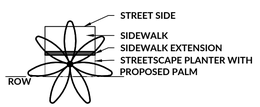



## LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER

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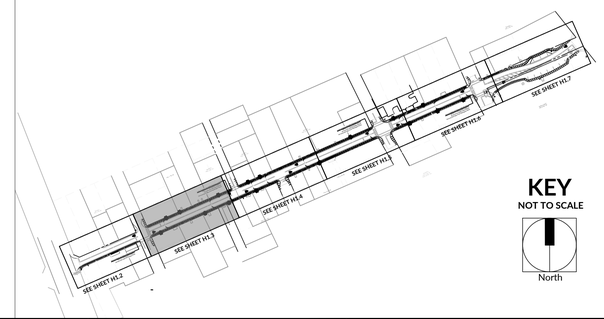


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**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**HARDSCAPE PLAN WALK & PLANTER LAYOUT**

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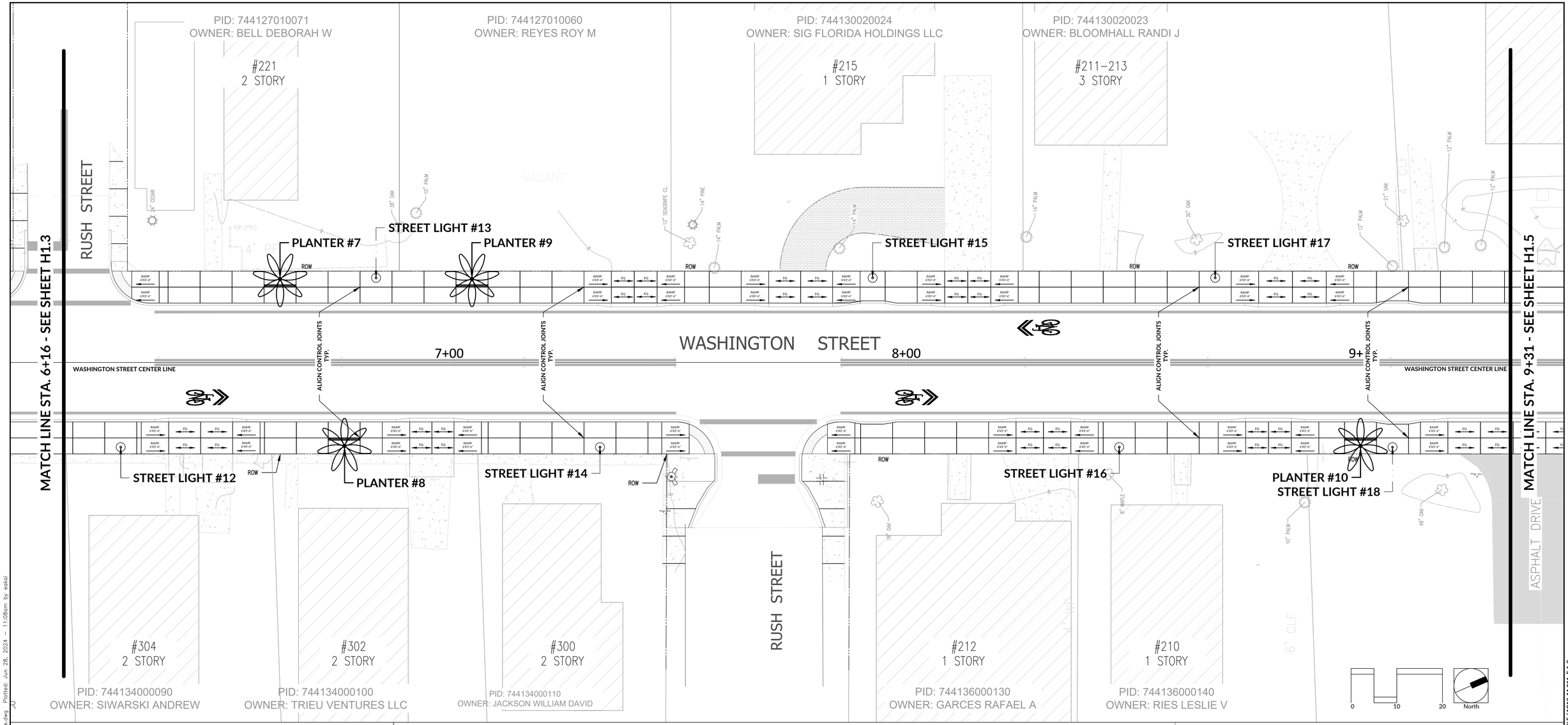
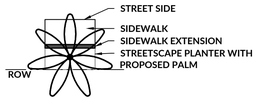



# LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER




## NOTES:

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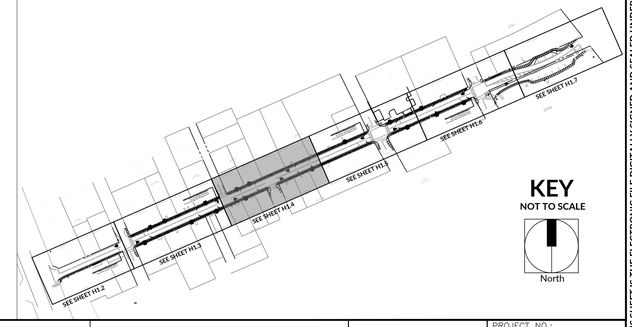


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**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**HARDSCAPE PLAN WALK & PLANTER LAYOUT**

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SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
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PID: 744130020023
OWNER: BLOOMHALL RANDI J

PID: 744130020022
OWNER: UNITED CHURCH OF CHRIST

PID: 744132030040
OWNER: CITY OF NEW SMYRNA BEACH

#203
UNITED CHURCH OF CHRIST

**WALK SCORING PATTERN STARTING POINT**
**The 3.5' x 7' scoring pattern begins at the end of the radius at Faulkner Street. The score joints align across Washington Street.**

FAULKNER STREET

VACANT

STREET LIGHT #19

PLANTER #11

STREET LIGHT #21

PLANTER #12

STREET LIGHT #23

ROW

WASHINGTON STREET

10+00

11+00

12+00

WASHINGTON STREET CENTER LINE

ALIGN CONTROL JOINTS TYP.

MATCH LINE STA. 9+31 - SEE SHEET H1.4

MATCH LINE STA. 12+46 - SEE SHEET H1.6

STREET LIGHT #20

STREET LIGHT #22

PLANTER #13

ASPHALT DRIVE

ASPHALT PARKING

ASPHALT PARKING

FAULKNER STREET

#200
FIRST NSB CHURCH

PID: 744114010010
OWNER: FIRST BAPTIST CHURCH OF NSB

FIRST BAPTIST CHURCH
2 STORY

PID: 744133030010
OWNER: CITY OF NEW SMYRNA BEACH

0 10 20 North

## LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER
  - STREET SIDE
  - SIDEWALK
  - SIDEWALK EXTENSION
  - STREETSCAPE PLANTER WITH PROPOSED PALM

## NOTES:

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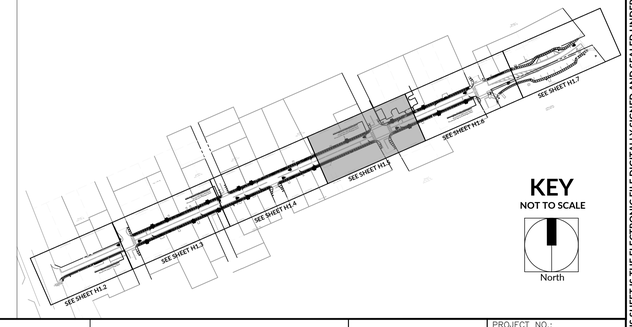


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**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

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**HARDSCAPE PLAN WALK & PLANTER LAYOUT**

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: H1.5

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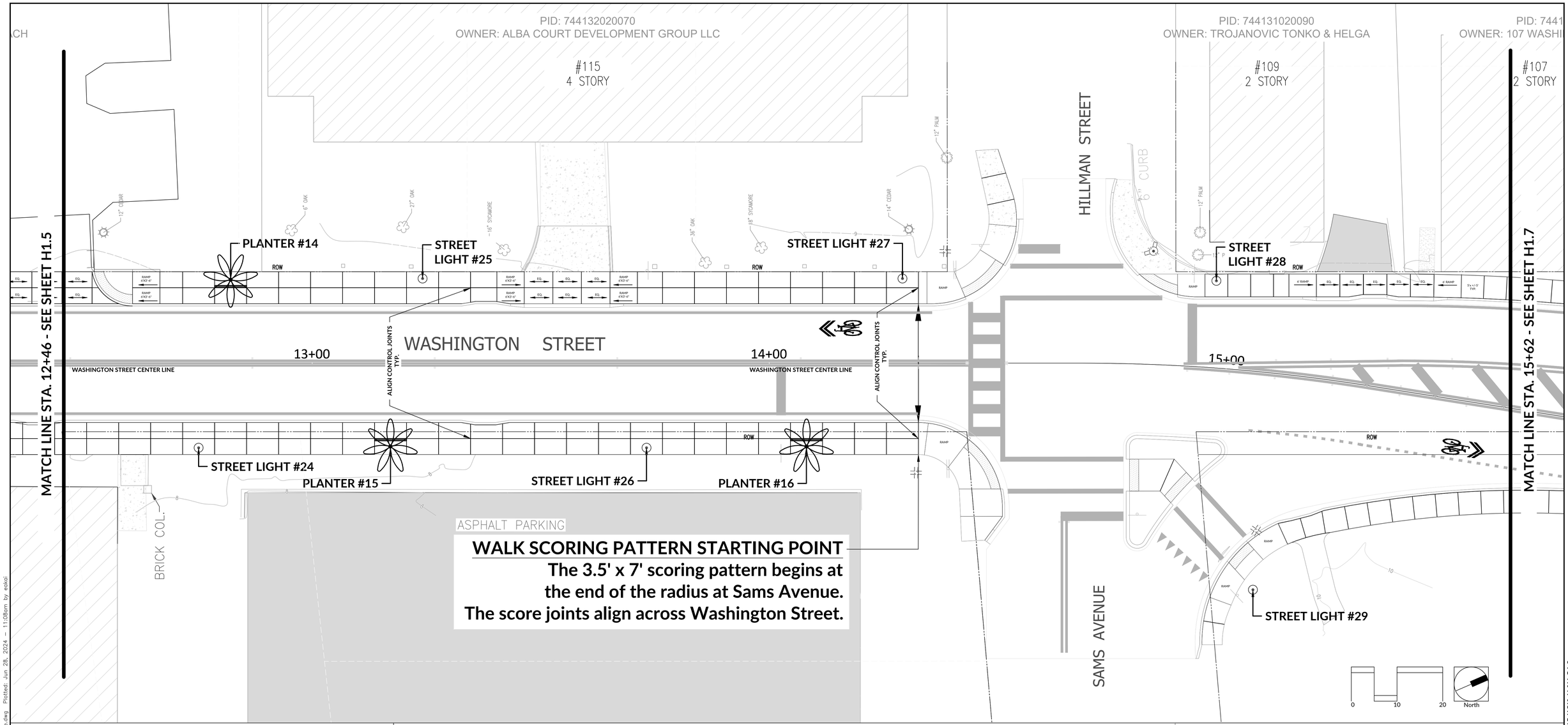


**WALK SCORING PATTERN STARTING POINT**
**The 3.5' x 7' scoring pattern begins at the end of the radius at Sams Avenue. The score joints align across Washington Street.**

## LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER
  - STREET SIDE
  - SIDEWALK
  - SIDEWALK EXTENSION
  - STREETSCAPE PLANTER WITH PROPOSED PALM
  - ROW

**NOTES:**

1. The Hardscape, Landscape and Irrigation Plans were prepared with the following base information:
   - Allen Engineering Inc. Existing Conditions Survey dated June 1, 2021
   - DRMP Civil Engineering Construction Plans dated May 17, 2024
   - TLC Engineering Solutions Site Electrical Plans dated February 13, 2024
   - AutoCAD 2024 GIS Coordinate System and Satellite Imagery

   The location of buildings, driveways, walks, and existing features are approximate and shall be verified by the General Contractor during construction.
2. See Sheet H1.8 for Walk Details. See Sheet L1.6 for Planter Planting Detail.
3. All walks and planters drain toward Washington Street. See the DMRP Grading and Drainage Plans for grading requirements.
4. See each Sheet for Walk Score Joint Point of Beginning.
5. There are areas along Washington Street without planters due to conflicts with existing tree canopies adjacent to the Right Of Way, space limitations due to driveway locations, or other conditions.
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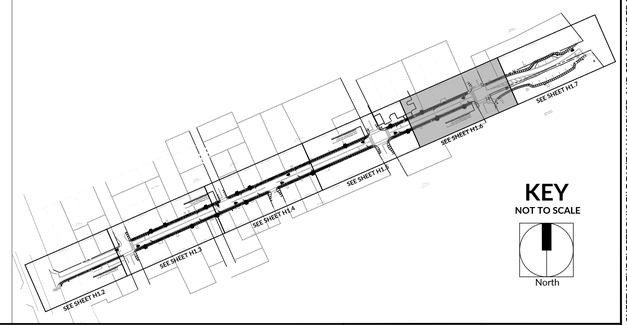


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**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**HARDSCAPE PLAN WALK & PLANTER LAYOUT**

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

SHARON KAY HAUBER, PLA, ASLA LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: H1.6

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PID: 744131020100
OWNER: 107 WASHINGTON STREET LLC

PID: 744131020110
OWNER: MASONIC LODGE NO 149

#107
2 STORY

MATCH LINE STA. 15+62 - SEE SHEET H1.6

STREET LIGHT #30

STREET LIGHT #32

END OF WORK

ROW

WASHINGTON STREET

N. RIVERSIDE DRIVE

16+00

17+00

18+00

END OF WORK

STREET LIGHT #33

STREET LIGHT #31

ASSUMED GRAND OAK LOCATION

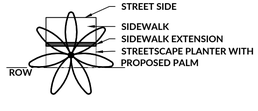
CITY PARK

PID: 744133010010
OWNER: CITY OF NEW SMYRNA BEACH

0 10 20 North

# LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER




## NOTES:

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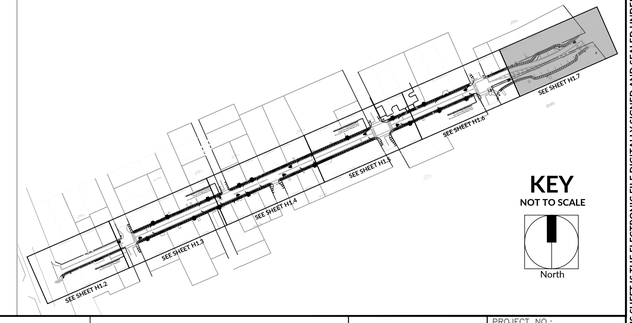


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hauberdesign.com
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Office # 407.774.2262 Cell # 407.721.2191


**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

**HARDSCAPE PLAN WALK & PLANTER LAYOUT**

SHARON KAY HAUBER, PLA. ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: H1.7

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## HARDSCAPE GENERAL NOTES

1. Work Overview - This project includes the construction of a trowel edged walk on either side of Washington Street. Where the walk is 7' wide, the score joints and pattern of the walk align across Washington Street. Where the walk is narrower, at the east and west sides of Washington Street, the score joints are generally equal to the walk width as shown on the plans.

2. Walk Material - The walk is in a 3'-6"x7'-0" gridded, windowpane pattern with a 4" trowel edge. The center of each panel is broom finished as shown on the details. The 5' and 6' walks are broom finished walks in the same direction as the windowpane walk (perpendicular to the curb).

3. Planter Grates - There is a +/-6" x 7' frame and grate on the roadside of each planter area. The purpose of this grate is to widen the walk surface area to 48" on the roadside of each planter area. The grate includes a frame that is anchored into the concrete walk. All grates shall be installed level with the concrete walk. This will include a slight pitch to follow the walk slope. The Contractor shall submit shop drawings for the Owner's Representative prior to ordering.

   Grate Manufacturer:
   Company: Urban Accessories
   Product: Terrain Frame & Grate (See Details Sheet H1.8)
   Product Link: https://urbanaccessories.com/products/grating/trench-grates/terrain/

   Contact: Brian Todhunter
   Email: brian@urbanaccessories.com
   Phone: 253.572.1112

   Grate Material:
   Grate: Nickel Bronze
   Grate Finish: Highlight Patina
   Frame: Stainless Steel
   Frame Finish: Raw

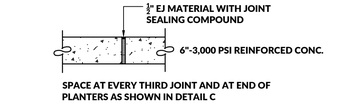
4. Concrete - The concrete shall be 3,000psi concrete as described on the DRMP Paving and Drainage Plans.

5. Grading & Drainage -See the DRMP Grading and Drainage Plans for grading requirements.

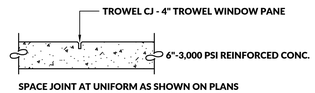
6. Streetlights - Proposed Street Lights are numbered and shown on the Hardscape Plans for reference. See the TLC Electrical Plans for more information.

7. Pre-Construction Meeting - A pre-construction meeting is required before construction begins. This meeting shall be arranged by the General Contractor and shall include the Owner's Representative, the General Contractor, the Concrete Contractor, and any subcontractor as determined by the General Contractor.

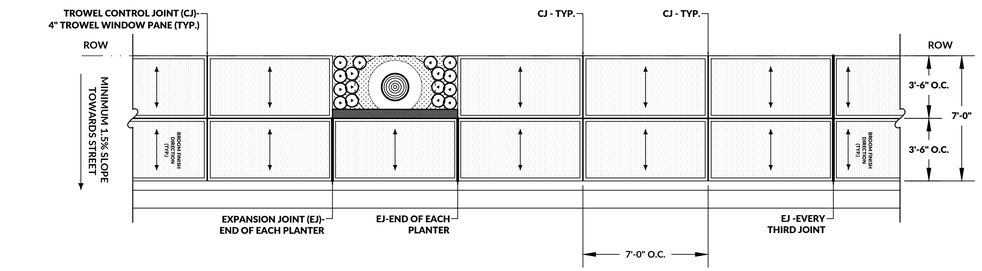
8. Coordination - The General Contractor shall advise the Landscape Architect or Owner's Representative of any site conditions that may affect the layout as shown on the Plans.



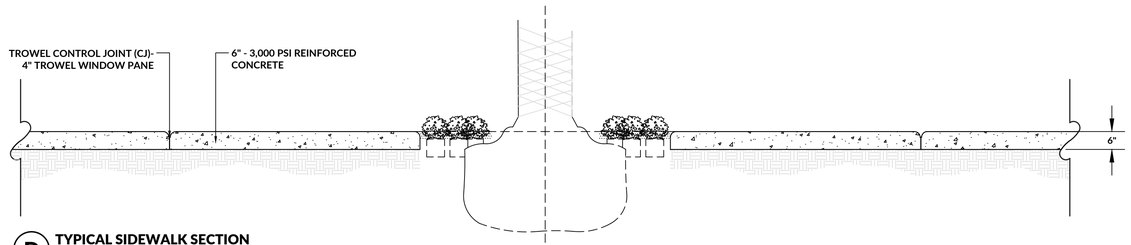

**A CONTROL JOINT (CJ) DETAIL**
SCALE: ¾" = 1'-0"



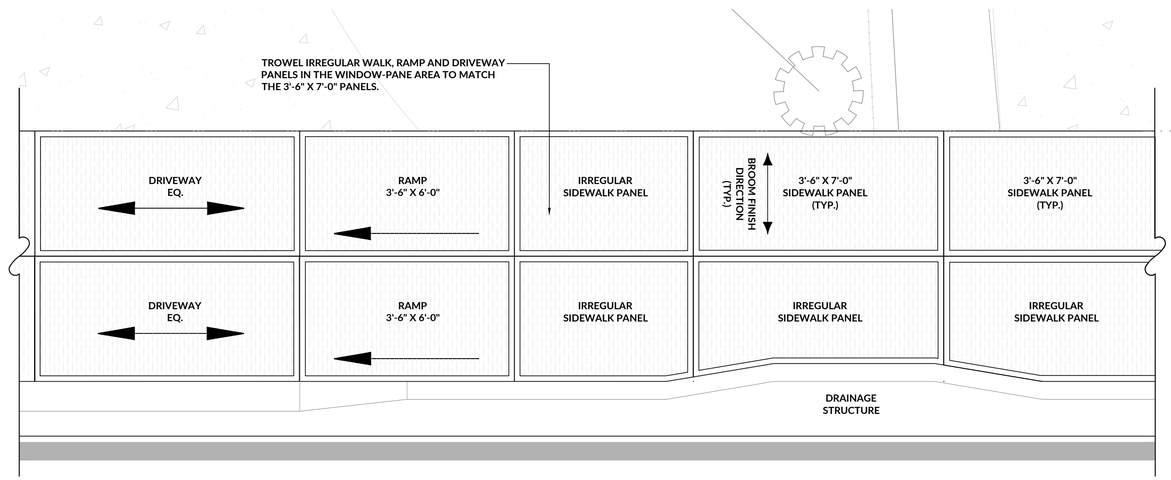

**B EXPANSION JOINT (EJ) DETAIL**
SCALE: ¾" = 1'-0"



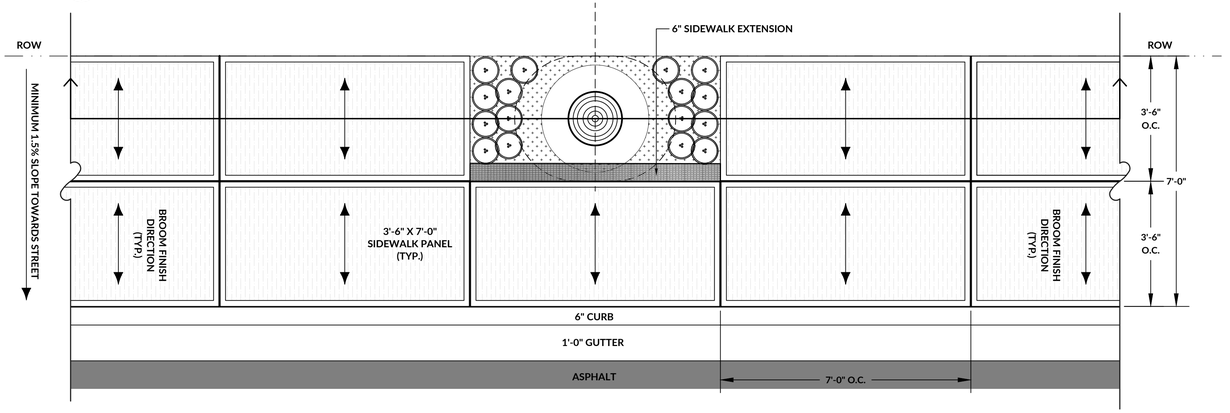

**C TYPICAL EXPANSION JOINT & CONTROL JOINT PLAN**
SCALE: ¾" = 1'-0"




**D TYPICAL SIDEWALK SECTION**
SCALE: ¾" = 1'-0"




**F IRREGULAR WINDOW-PANE SIDEWALK DETAIL (TYP.)**
SCALE: ¾" = 1'-0"




**E TYPICAL SIDEWALK PLAN**
SCALE: ¾" = 1'-0"

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CONSTRUCTION PLANS FOR
**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

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**HARDSCAPE NOTES & DETAILS**

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

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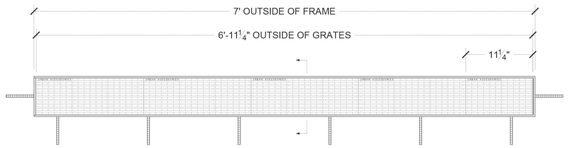
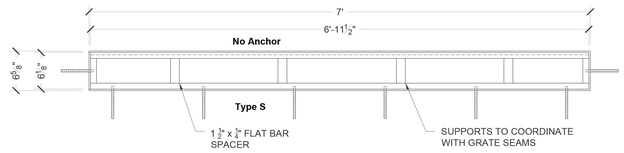
**MANUFACTURER DETAILS**

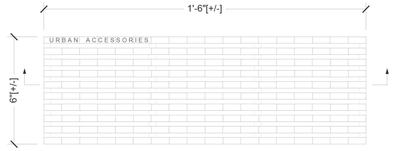
**This sheet inludes the Manufacturer's Details for the Terrain Frame and Grate. The Contractor shall submit Shop Drawings prior to Order.**



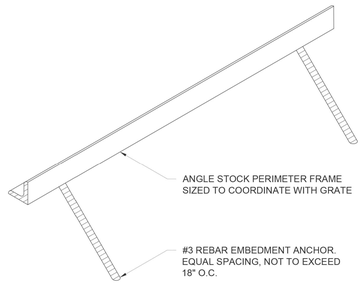

Plan - Overall Assembly
Scale: 1" = 1' 0"




Plan - Frame Assembly
Scale: 1" = 1' 0"



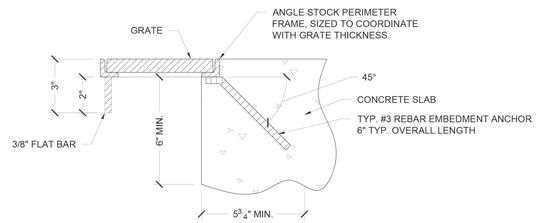

Top (Grate) - Qty. 5
Scale: 3" = 1' 0"



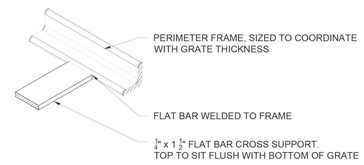

Frame Anchor Detail Isometric
Scale:3" = 1' 0"




Cross Section (Grate)
Scale: 3" = 1' 0"




Typical Frame Cross Section (With Grate)
Scale:3" = 1' 0"




Frame Cross Support Detail Isometric
Scale:3" = 1' 0"

**URBAN ACCESSORIES**


465 E 15th Street, Tacoma, WA 98421
1.877.487.0488 | 1.253.572.1112



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| | |
|---|---|
| **Project Name** | Washington Street |
| **Specified By** | Hauber Design |
| **Sales Contact** | Brian - Urban Accessories |
| **Project Location** | New Smyrna Beach, FL |
| **Page #** | 1 of 1 |

Additional Notes:

**TERRAIN GRATE**

6" x 18" | With Frame

**GRATE SPECIFICATIONS**

- Material will be high quality 100% gray iron, ASTM A48 class 35b or better, hardness 170-223 brinell (unless specified otherwise; see below).
- Finish will be natural patina of raw material (unless specified otherwise; see below).
- Frame is load rated for pedestrian traffic only (unless specified otherwise; see below).
- **Dimensions are nominal.**

**FRAME SPECIFICATIONS**

- Frame material will be high quality mild carbon steel, ASTM A36 (unless specified otherwise; see below).
- Finish will be natural patina of raw steel (unless specified otherwise; see below).
- Typical ½" horizontal gap between grate and frame. All visible edges to be ground smooth on outside edges. Frames will be true to square or diameter. Top of grate flush with grade of surrounding topping material (paver, concrete slab, etc.).
- For cases of "or equal" consideration, our finished, full size product should be compared to the alternative product for general quality, surface finish, precise pattern or fabrication work, metal characteristics, and overall design aesthetics.
- **Dimensions are nominal.**

**ADDITIONAL NOTES**

- Grate is ¾" thick at edge.
- No openings greater than ½", in conformance with ADA Accessibility Guidelines.
- 23.4 sq. in. open area per grate.

**DRAWING INFO**

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|---|---|
| **Drawn By** | NR |
| **Date Drawn** | 6.20.2024 |

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CONSTRUCTION PLANS FOR
**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**SIDEWALK EXTENSION DETAILS**

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SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
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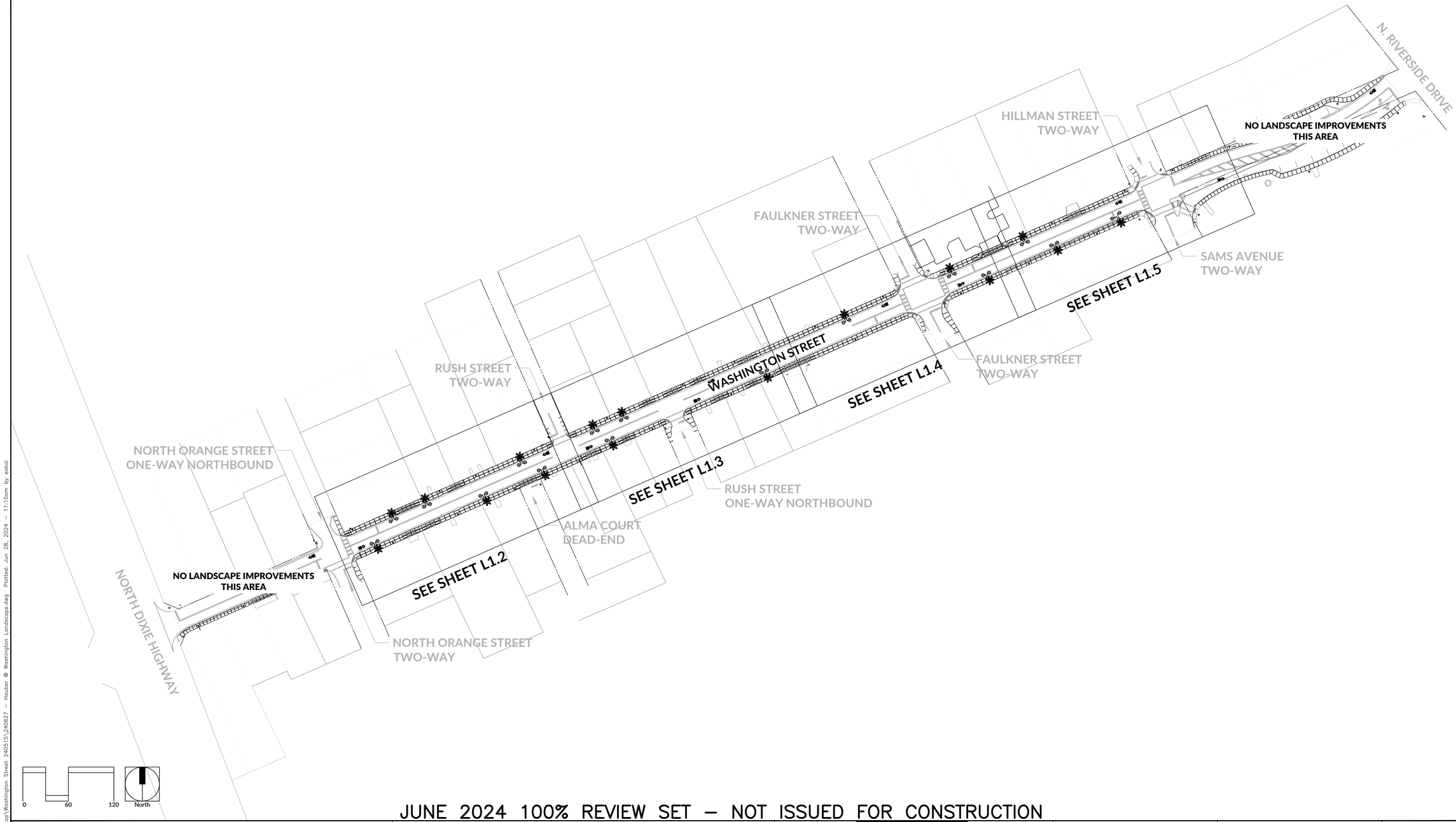


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CONSTRUCTION PLANS FOR
# WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

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## LANDSCAPE SHEET INDEX PLAN

SHARON KAY HAUBER, PLA. ASLA
LICENSE # 0001211

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PID: 744128000030
OWNER: GRACE HOUSE PREGNANCY

PID: 744128000020
OWNER: WALKER JIMMIE KAYE

PID: 744128000010
OWNER: LYALL WILLIAM F

PID: 744127020060
OWNER: MOORE DAWN MCKENNA

#305
2 STORY

#303
1 STORY

#301
2 STORY

GRAVEL

STREET LIGHT #5

PLANTER #2

PLANTER #3

STREET LIGHT #7

STREET LIGHT #9

PLANTER #5

STREET LIGHT #11

ROW

WASHINGTON STREET

3+00

4+00

5+00

6+00

WASHINGTON STREET CENTER LINE

RUSH STREET

MATCH LINE STA. 6+16 - SEE SHEET L1.3

PLANTER #1

STREET LIGHT #6

STREET LIGHT #8

PLANTER #4

STREET LIGHT #10

PLANTER #6

ALMA COURT

#219
2 STORY

DETACHED GARAGE

#312
1 STORY

#310
1 STORY

#306
1 STORY

PID: 744135000010
OWNER: 1913 HOUSE NSB LLC

PID: 744135000070
OWNER: PIRATE AND MERMAID LLC

PID: 744135000050
OWNER: CONANT JON

PID: 744134000080
OWNER: CHERRY CRAIG D TR

PID: 7441
OWNER: SIWA

0 10 20 North

## LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER — STREET SIDE; SIDEWALK; SIDEWALK EXTENSION; STREETSCAPE PLANTER WITH PROPOSED PALM; ROW

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2. See Details A-C on Sheet L1.6 for typical planting details.
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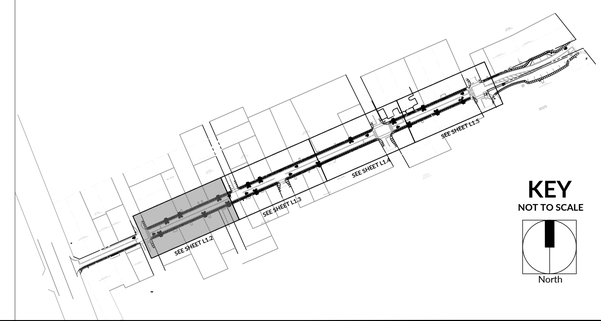


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Office # 407.774.2262 Cell # 407.721.2191


**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**LANDSCAPE PLAN PLANTING PLAN**

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LICENSE # 0001211

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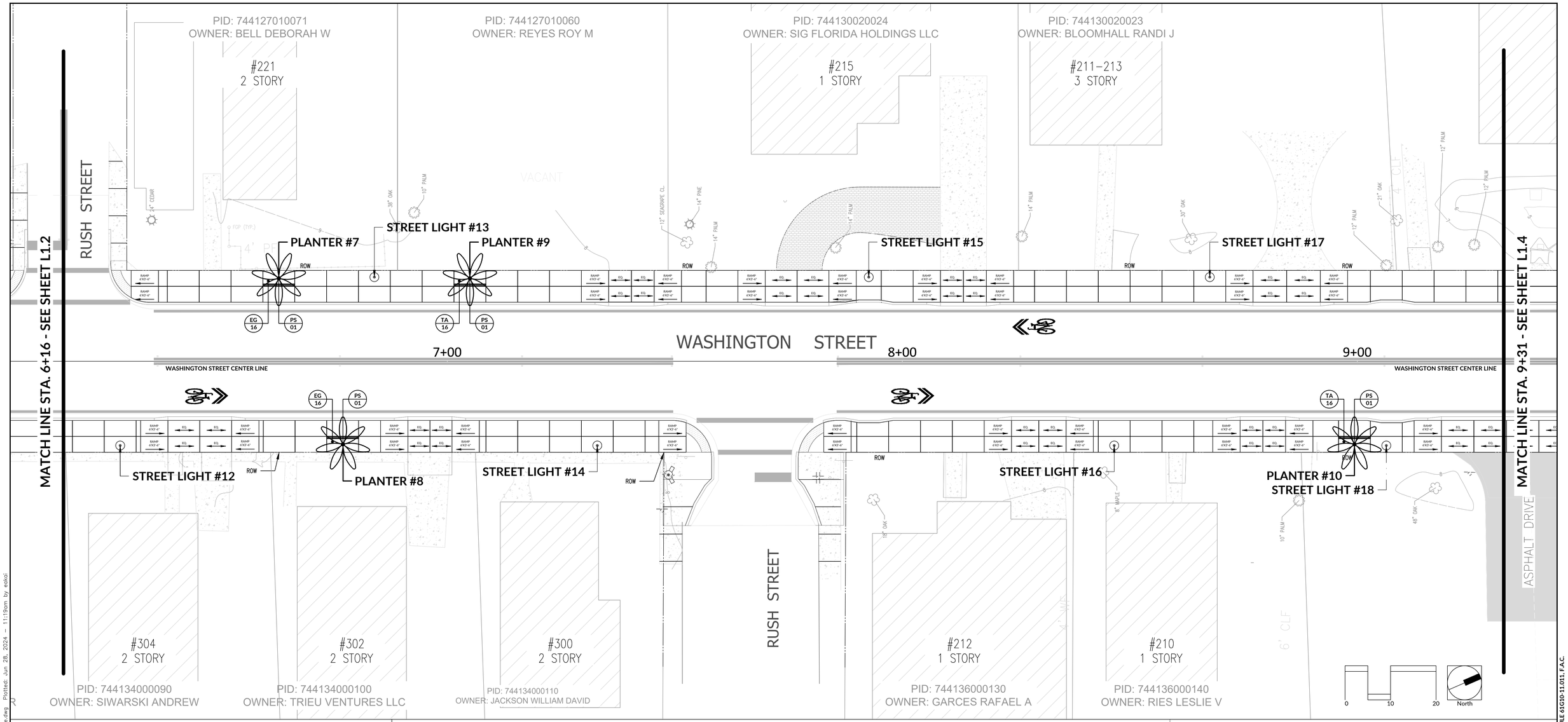
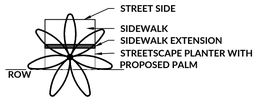



# LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER




## NOTES:

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4. There are areas along Washington Street without planters due to conflicts with existing tree canopies adjacent to the Right Of Way, space limitations due to driveway locations, or other conditions.
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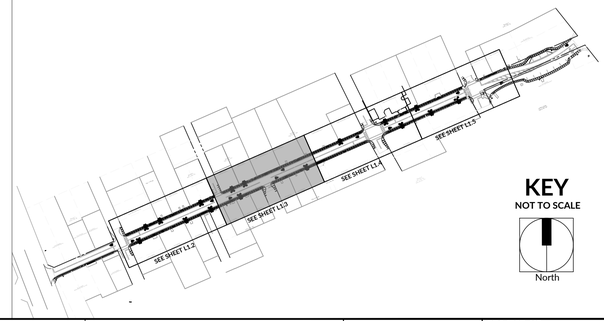


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HAUBER DESIGN ASSOCIATES, LLC.
LANDSCAPE ARCHITECTURE
LAND PLANNING
DEVELOPMENT DESIGN
Post Office Box 917842 Longwood, Florida 32791
Office # 407.774.2262 Cell # 407.721.2191
hauberdesign.com Florida License #0001211

**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**LANDSCAPE PLAN PLANTING PLAN**

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
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PID: 744130020023
OWNER: BLOOMHALL RANDI J

#203
UNITED CHURCH OF CHRIST

PID: 744130020022
OWNER: UNITED CHURCH OF CHRIST

PID: 744132030040
OWNER: CITY OF NEW SMYRNA BEACH

FAULKNER STREET

VACANT

MATCH LINE STA. 9+31 - SEE SHEET L1.3

MATCH LINE STA. 12+46 - SEE SHEET L1.5

STREET LIGHT #19

PLANTER #11

STREET LIGHT #21

PLANTER #12

STREET LIGHT #23

ROW

LC 16

PS 01

WASHINGTON STREET

10+00

11+00

12+00

WASHINGTON STREET CENTER LINE

EG 16

STREET LIGHT #20

STREET LIGHT #22

PLANTER #13

ASPHALT DRIVE

ASPHALT PARKING

ASPHALT PARKING

#200
FIRST NSB CHURCH

PID: 744114010010
OWNER: FIRST BAPTIST CHURCH OF NSB

FIRST BAPTIST CHURCH
2 STORY

PID: 744133030010
OWNER: CITY OF NEW SMYRNA BEACH

0 10 20 North

# LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER
  - STREET SIDE
  - SIDEWALK
  - SIDEWALK EXTENSION
  - STREETSCAPE PLANTER WITH PROPOSED PALM
  - ROW

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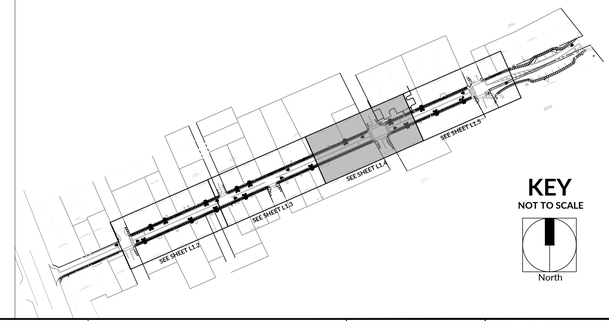


KEY
NOT TO SCALE
North

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CITY OF NEW SMYRNA BEACH, FLORIDA

**LANDSCAPE PLAN PLANTING PLAN**

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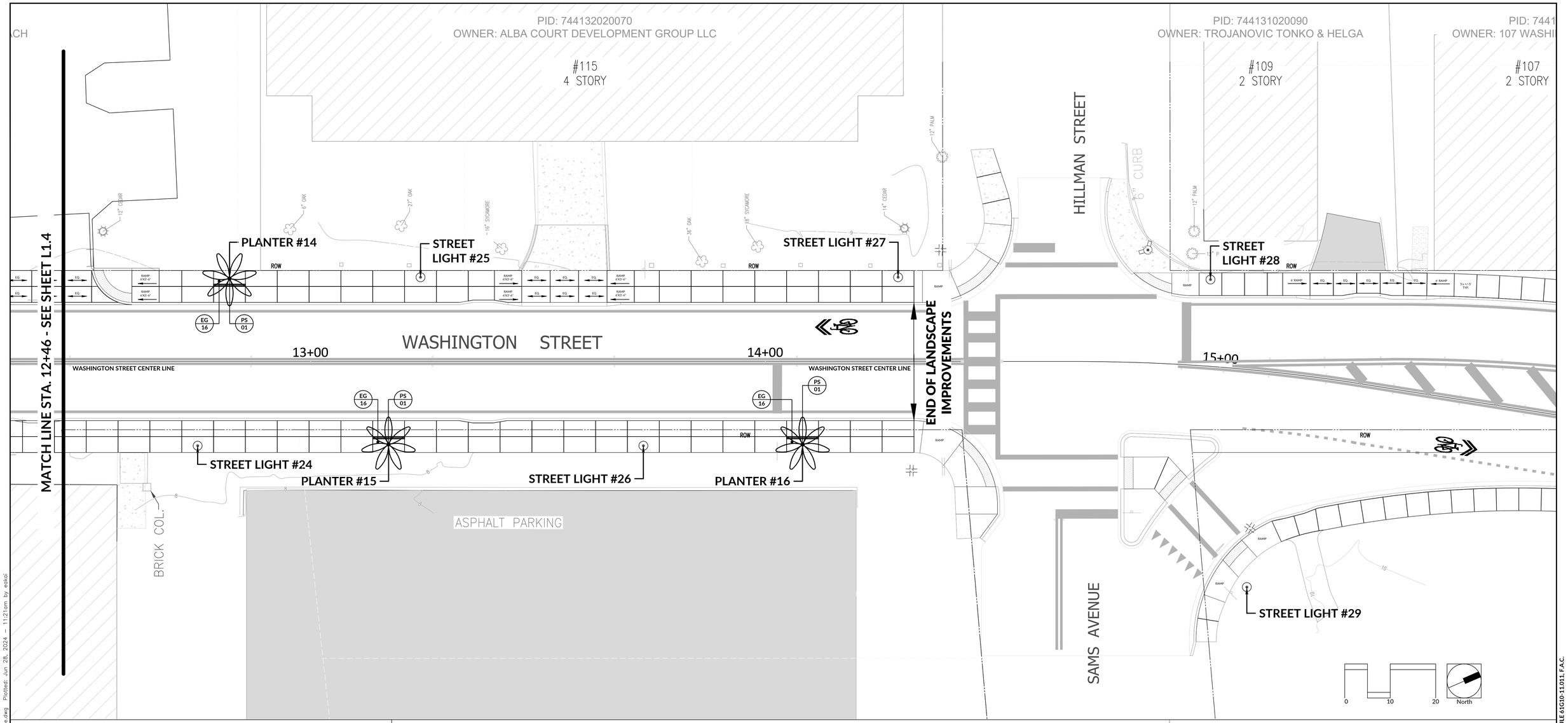
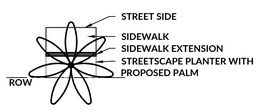



# LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER

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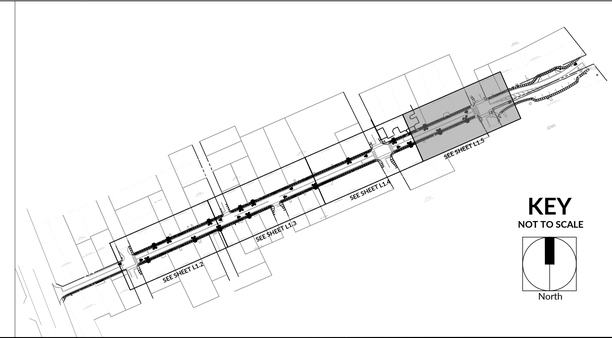


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**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**LANDSCAPE PLAN PLANTING PLAN**

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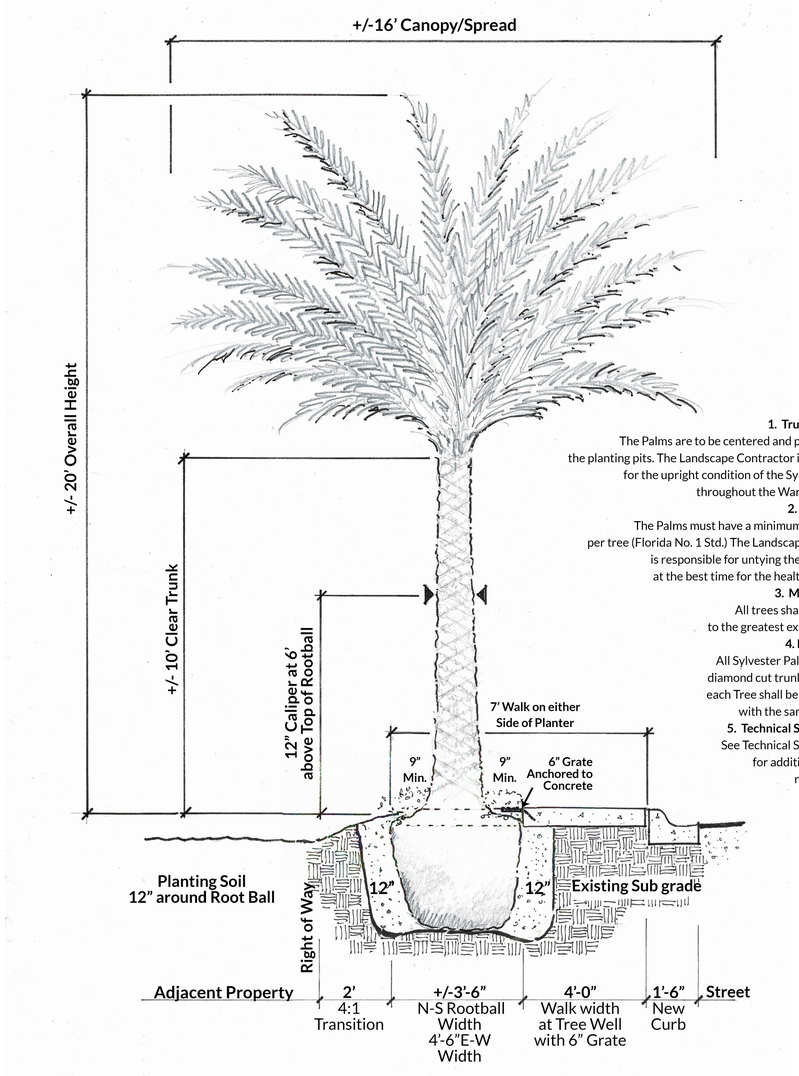



**NOTES:**

**1. Trunk / Rootball**
The Palms are to be centered and plumb/level in the planting pits. The Landscape Contractor is responsible for the upright condition of the Sylvester Palms throughout the Warranty Period.

**2. Palm Fronds**
The Palms must have a minimum of 32 fronds per tree (Florida No. 1 Std.) The Landscape Contractor is responsible for untying the Palm Fronds at the best time for the health of the Tree.

**3. Matched Trees**
All trees shall be matched to the greatest extent possible.

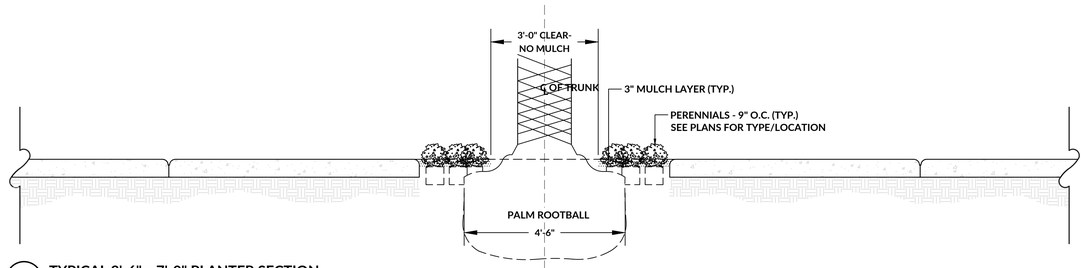
**4. Diamond Cut**
All Sylvester Palms shall have diamond cut trunks. The cut on each Tree shall be matched and with the same character.

**5. Technical Specifications**
See Technical Specifications for additional planting requirements.

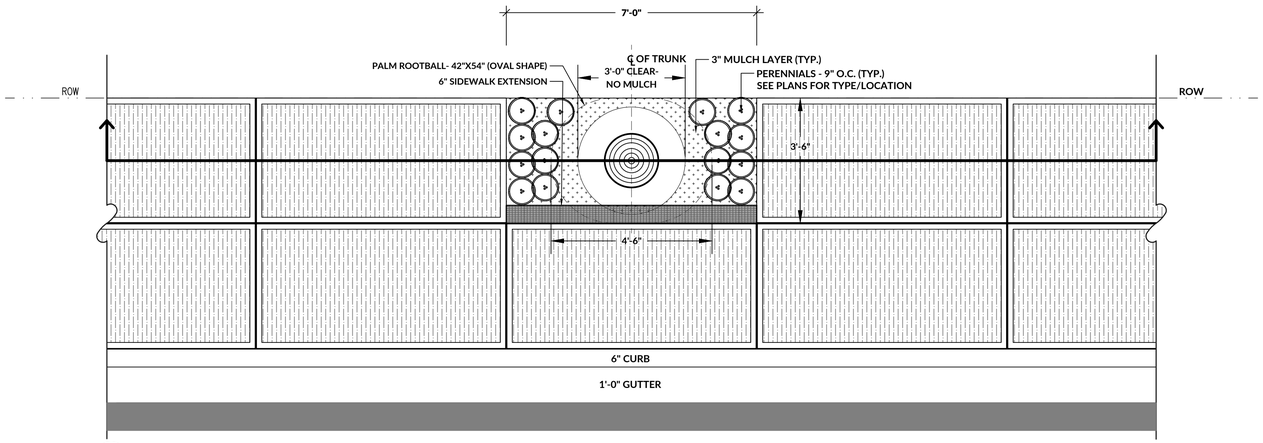
**A** SYLVESTER PALM TREE PLANTING DETAIL
SCALE: 3/4" = 1'-0"

**PLANT LIST**

| | Sheet L1.2 | | | | | | Sheet L1.3 | | | | Sheet L1.4 | | | Sheet L1.5 | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Planter # | P1 | P2 | P3 | P4 | P5 | P6 | P7 | P8 | P9 | P10 | P11 | P12 | P13 | P14 | P15 | P16 | Quantity Totals | Symbol | Botanical Name | Common Name | Size and Specification |
| Quantities | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 16 | PS | Phoenix sylvestris | Sylvester Palm | 10' Clear Trunk; 20' Overall Height; Diamond Cut Straight Trunk; Matched Narrow Spread Palm Trees; Minimum 32 Fronds Maximum Rootball Size 3'-6"x 4'-6" Oval Shaped Rootball. |
| | 16 | 16 | 16 | 16 | | | | | | | 16 | 16 | | | | | 96 | LC | Lantana camara 'Gold Mound' | Gold Mound Lantana | 1 Gallon Container; Full and Bushy Plant with Flowers; 9" on center |
| | | | | | 16 | 16 | 16 | 16 | | | | | 16 | 16 | 16 | 16 | 128 | EG | Evolvulus glomerata | Blue Daze | 1 Gallon Container; Full and Bushy Plant with Flowers; 9" on center |
| | | | | | | | | | 16 | 16 | | | | | | | 32 | TA | Trachelospermum asiaticum | Asiatic Jasmine | 1 Gallon Container; Full Trailing Plants; Plant with no mulch; 9" on center |
| | | | | | | | | | | | | | | | | | | MULCH | Mini Pine Bark Nugget Mulch | | 3-inches all new Planting Areas as Shown. |




**B** TYPICAL 3'-6" x 7'-0" PLANTER SECTION
SCALE: 3/4" = 1'-0"




**C** TYPICAL 3'-6" x 7'-0" PLANTER PLAN
SCALE: 3/4" = 1'-0"

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CONSTRUCTION PLANS FOR
**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

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**LANDSCAPE PLANT LIST & PLANTING DETAILS**

SHARON KAY HAUBER, PLA- ASLA
LICENSE # 0001211

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## GENERAL LANDSCAPE NOTES AND SPECIFICATIONS

**These notes describe the general requirements of the landscape installation. These General Notes are to be combined with the Planting Technical Specifications. The Planting Technical Specifications provide additional detail on the requirements of the Planting and are also a requirement of the Scope of Work.**

**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 WALKS, 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 BEST MANAGEMENT PRACTICES (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. 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.

   | | |
   |---|---|
   | MULCH: | MATERIAL SAMPLE 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 THE OWNER OR THE 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 THE ANTICIPATED DATE.

**D. 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. 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.

**E. 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.

**F. FERTILIZER**

THE CONTRACTOR SHALL PROVIDE A FERTILIZER APPLICATION SCHEDULE TO THE 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.

**G. MULCH**

1. MULCH SHALL BE MINI PINE BARK NUGGET MULCH FROM LOCAL SOURCES. THE SIZE RANGE SHALL BE A MINIMUM (LESS THAN 25% OR LESS OF VOLUME) FINE PARTICLES 3/8 INCH OR LESS IN SIZE, AND A MAXIMUM SIZE OF INDIVIDUAL PIECES (LARGEST 20% OR LESS OF VOLUME) SHALL BE APPROXIMATELY 1 TO 1-1/2 INCH IN LENGTH.
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.

**H. 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. 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.
4. 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.

**I. CONTAINER GROWN PLANT MATERIAL**

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.

**J. COLLECTED PLANT MATERIAL**

WHEN THE USE OF COLLECTED PLANT MATERIAL IS PERMITTED AS INDICATED BY THE OWNER OR THE 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.

**K. NATIVE PLANT MATERIAL**

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.

**L. EXISTING TREES**

TREES OUTSIDE OF THE RIGHT OF WAY MAY NEED TO BE TRIMMED TO ACCOMMODATE THE PLANTING OF THE SYLVESTER PALM TREES. TRIMMING OF THE OFF-SITE TREES MAY BE COMPLETED PRIOR TO THE LANDSCAPE WORK. ANY TREES REQUIRING TRIMMING DURING THE LANDSCAPE WORK MUST BE DONE BY A CERTIFIED ARBORIST (SEE O.13 FOR PRUNING REQUIREMENTS).

**M. PLANT 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 THE OFF-SITE PROPERTY SHALL SLOPE AWAY FROM THE OFF-SITE PROPERTY. 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: THE 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, THE CONTRACTOR SHALL USE A 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 THE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.

## GENERAL LANDSCAPE NOTES AND SPECIFICATIONS (CONT.)

**O. PLANTING PROCEDURES (CONT.)**

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK Z60.1, 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 D 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. IF REQUIRED FOR PLANT HEALTH, 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 THE MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.
12. FILL THE HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK A 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 A 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 D. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.
15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO ENSURE 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 OWNER'S REPRESENTATIVE 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 THE 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. SODDING WILL ONLY BE REQUIRED IN AREAS DAMAGED OR DISTURBED BY THE PLANTING OF PALMS IN THE SODDED AREAS EAST OF SAMS AVENUE.
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 THE 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 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.

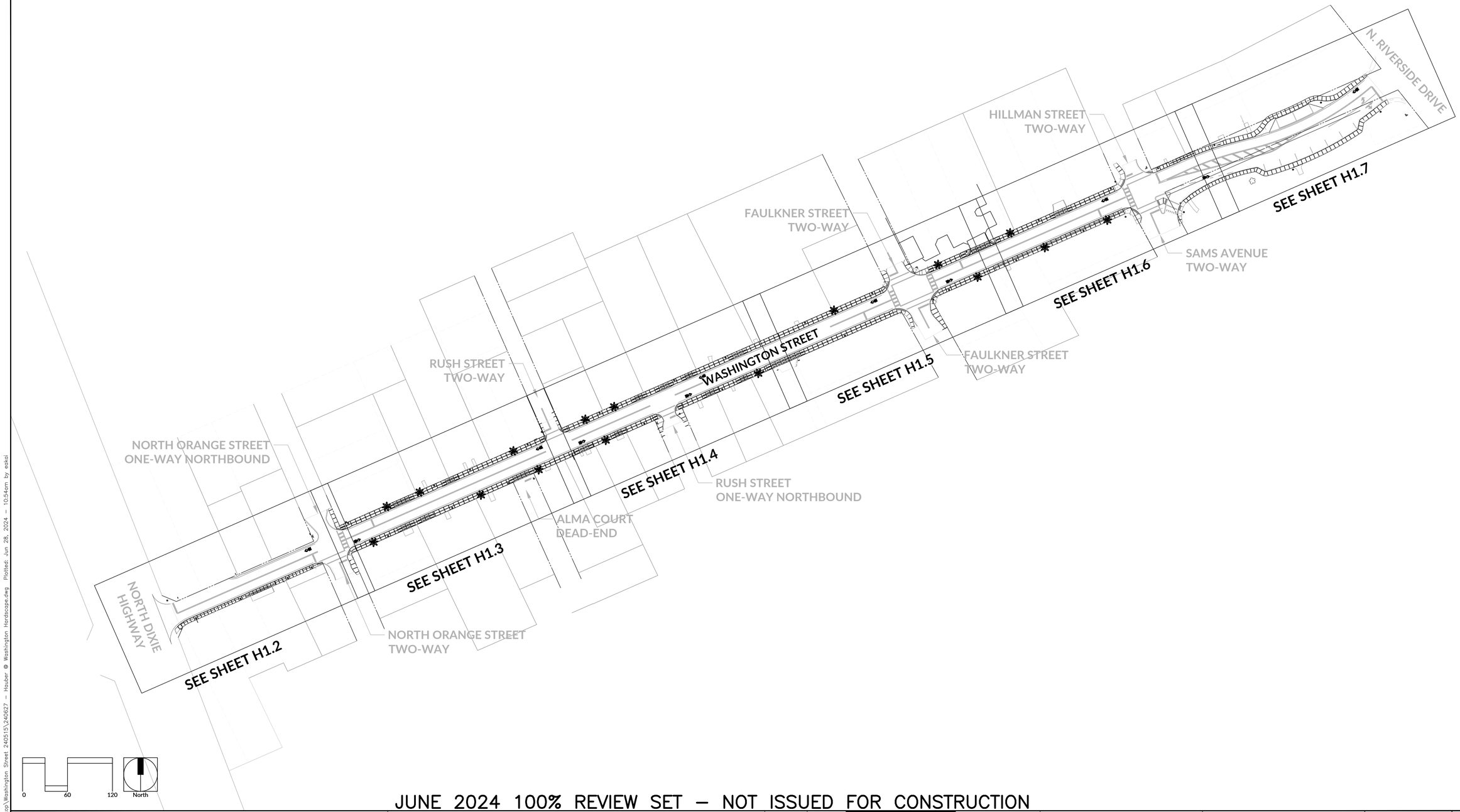
**S. FINAL INSPECTION AND ACCEPTANCE OF WORK**

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 PALM TREES SHALL BE WARRANTED BY THE CONTRACTOR FOR THREE (3) YEARS. THE EXTENDED WARRANTY IS TO PROTECT THE OWNER FROM TREES THAT MAY BE INFECTED BY TEXAS PHOENIX PALM DECLINE (TPPD) ALSO KNOWNS AS LETHAL BRONZING DISEASE. ALL PALM TREES MUST BE SOURCED FROM A QUALITY, ESTABLISHED PALM TREE NURSERY WHERE MEASURES ARE TAKEN TO PROTECT THE PALMS FROM INFECTION, NO INFECTED TREES SHALL BE TRANSPORTED AND/OR INSTALLED AT THE PROJECT SITE. ALL SYLVESTER PALMS MUST BE INOCULATED FOR LETHAL BRONZING AT THE SUPPLIER'S NURSERY ON A 4-MONTH SCHEDULE AS RECOMMENDED BY THE UNIVERSITY OF FL/IFAS EXTENSION. THE CONTRACTOR IS RESPONSIBLE FOR INOCULATING THE PALMS ON A 4-MONTH SCHEDULE DURING THE THREE (3) YEAR WARRANTY.

   ALL SHRUBS, GROUNDCOVER, AND SOD INSTALLED 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 DURING THE WARRANTY PERIOD MUST BE REPLACED WITHIN FIVE (5) BUSINESS DAYS OF NOTICE FROM THE OWNER'S REPRESENTATIVE. ANY PLANT NOT FOUND IN A HEALTH GROWING COND




JUNE 2024 100% REVIEW SET – NOT ISSUED FOR CONSTRUCTION

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CONSTRUCTION PLANS FOR
**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**HARDSCAPE SHEET INDEX PLAN**

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: H1.1

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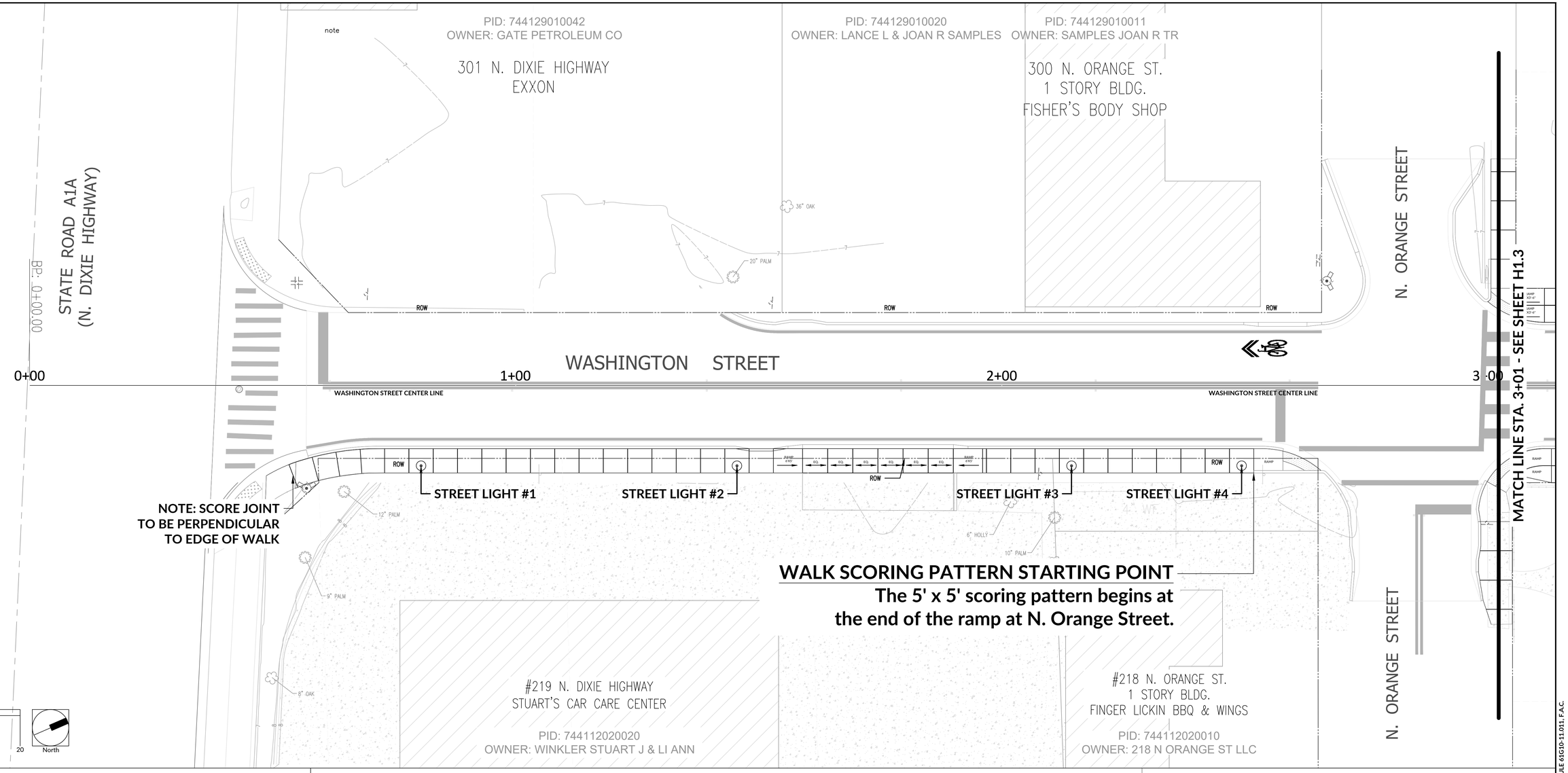
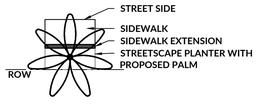



# LEGEND

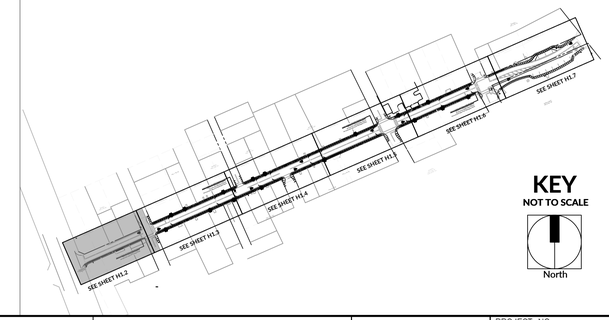
- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER




## NOTES:

1. The Hardscape, Landscape and Irrigation Plans were prepared with the following base information:
   - Allen Engineering Inc. Existing Conditions Survey dated June 1, 2021
   - DRMP Civil Engineering Construction Plans dated May 17, 2024
   - TLC Engineering Solutions Site Electrical Plans dated February 13, 2024
   - AutoCAD 2024 GIS Coordinate System and Satellite Imagery

   The location of buildings, driveways, walks, and existing features are approximate and shall be verified by the General Contractor during construction.
2. See Sheet H1.8 for Walk Details. See Sheet L1.6 for Planter Planting Detail.
3. All walks and planters drain toward Washington Street. See the DMRP Grading and Drainage Plans for grading requirements.
4. See each Sheet for Walk Score Joint Point of Beginning.
5. There are areas along Washington Street without planters due to conflicts with existing tree canopies adjacent to the Right Of Way, space limitations due to driveway locations, or other conditions.
6. The Hardscape Plans should be used for Score Joint placement and Planter locations only. See DRMP Geometry, Overall Paving, Grading and Drainage Plans for pavement and curb details.

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DESIGNED BY
DRAWN BY
CHECKED BY
APPROVED BY

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**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**HARDSCAPE PLAN WALK & PLANTER LAYOUT**

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

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PID: 744128000030
OWNER: GRACE HOUSE PREGNANCY

PID: 744128000020
OWNER: WALKER JIMMIE KAYE

PID: 744128000010
OWNER: LYALL WILLIAM F

PID: 744127020060
OWNER: MOORE DAWN MCKENNA

#305
2 STORY

#303
1 STORY

#301
2 STORY

GRAVEL

**WALK SCORING PATTERN STARTING POINT**
**The 3.5' x 7' scoring pattern begins at the end of the ramp at Rush Street.**
**The score joints align across Washington Street.**

STREET LIGHT #5 | PLANTER #2 | PLANTER #3 | STREET LIGHT #7 | STREET LIGHT #9 | PLANTER #5 | STREET LIGHT #11

ROW

RUSH STREET

3+00 | 4+00 | WASHINGTON STREET | 5+00 | 6+00

WASHINGTON STREET CENTER LINE

ALIGN CONTROL JOINTS TYP.

PLANTER #1 | STREET LIGHT #6 | STREET LIGHT #8 | PLANTER #4 | STREET LIGHT #10 | PLANTER #6

#219
2 STORY

DETACHED GARAGE

#312
1 STORY

#310
1 STORY

#306
1 STORY

ALMA COURT

0 10 20 North

PID: 744135000010
OWNER: 1913 HOUSE NSB LLC

PID: 744135000070
OWNER: PIRATE AND MERMAID LLC

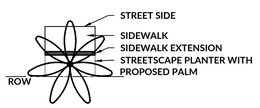
PID: 744135000050
OWNER: CONANT JON

PID: 744134000080
OWNER: CHERRY CRAIG D TR

PID: 7441
OWNER: SIWA

## LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER




**NOTES:**

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   - TLC Engineering Solutions Site Electrical Plans dated February 13, 2024
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4. See each Sheet for Walk Score Joint Point of Beginning.
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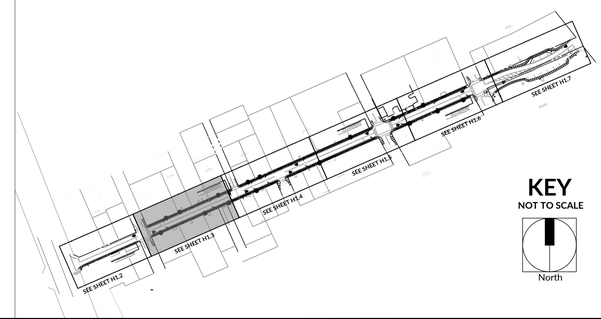


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Office # 407.774.2262 Cell # 407.721.2191


**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**HARDSCAPE PLAN WALK & PLANTER LAYOUT**

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
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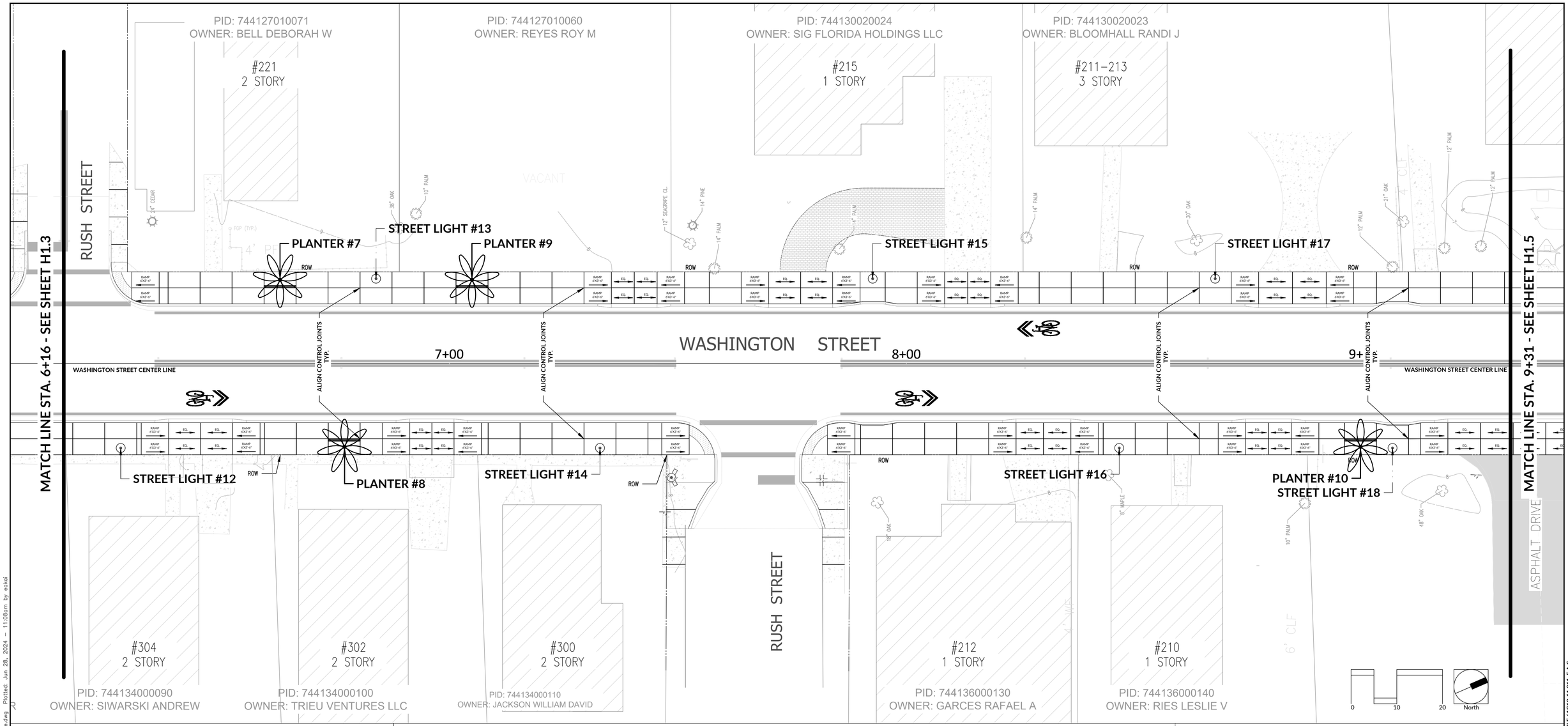
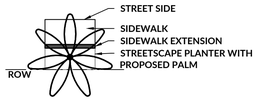



# LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER




## NOTES:

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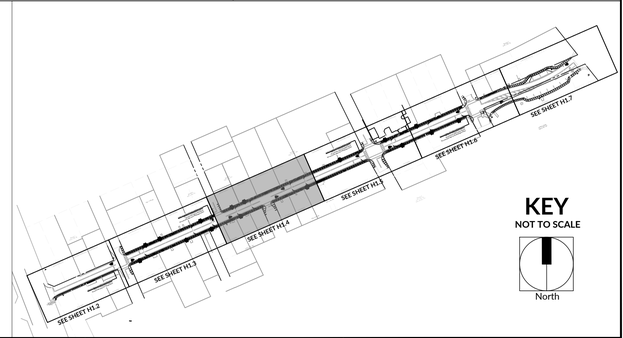


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APPROVED BY

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Office # 407.774.2262
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hauberdesign.com
Florida License #0001211

**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**HARDSCAPE PLAN WALK & PLANTER LAYOUT**

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
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PID: 744130020023
OWNER: BLOOMHALL RANDI J

PID: 744130020022
OWNER: UNITED CHURCH OF CHRIST

PID: 744132030040
OWNER: CITY OF NEW SMYRNA BEACH

#203
UNITED CHURCH OF CHRIST

**WALK SCORING PATTERN STARTING POINT**
**The 3.5' x 7' scoring pattern begins at the end of the radius at Faulkner Street. The score joints align across Washington Street.**

FAULKNER STREET

VACANT

STREET LIGHT #19

PLANTER #11

STREET LIGHT #21

PLANTER #12

STREET LIGHT #23

ROW

WASHINGTON STREET

10+00

11+00

12+00

WASHINGTON STREET CENTER LINE

ALIGN CONTROL JOINTS TYP.

MATCH LINE STA. 9+31 - SEE SHEET H1.4

MATCH LINE STA. 12+46 - SEE SHEET H1.6

STREET LIGHT #20

STREET LIGHT #22

PLANTER #13

ASPHALT DRIVE

ASPHALT PARKING

ASPHALT PARKING

FAULKNER STREET

#200
FIRST NSB CHURCH

PID: 744114010010
OWNER: FIRST BAPTIST CHURCH OF NSB

FIRST BAPTIST CHURCH
2 STORY

PID: 744133030010
OWNER: CITY OF NEW SMYRNA BEACH

0 10 20 North

## LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER
  - STREET SIDE
  - SIDEWALK
  - SIDEWALK EXTENSION
  - STREETSCAPE PLANTER WITH PROPOSED PALM

ROW

## NOTES:

1. The Hardscape, Landscape and Irrigation Plans were prepared with the following base information:
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   - TLC Engineering Solutions Site Electrical Plans dated February 13, 2024
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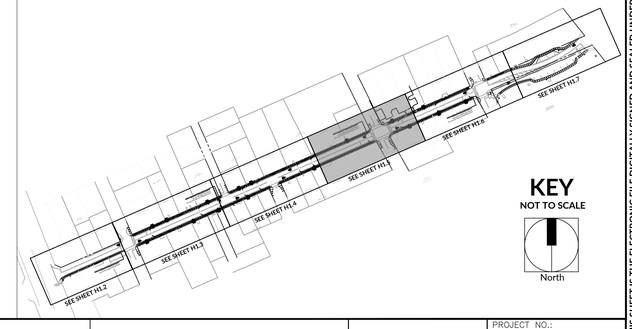


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**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

**HARDSCAPE PLAN WALK & PLANTER LAYOUT**

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: H1.5

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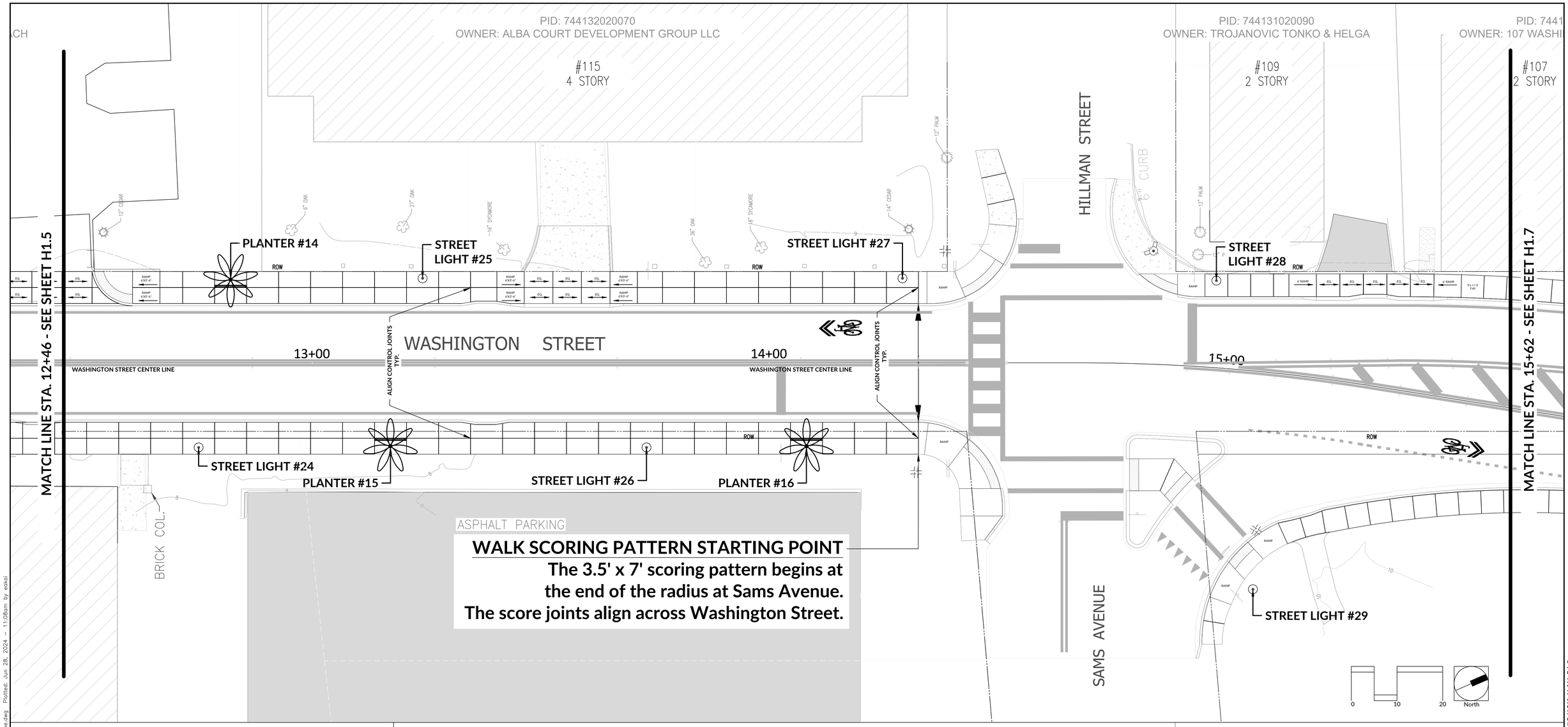
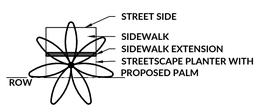



**WALK SCORING PATTERN STARTING POINT**
**The 3.5' x 7' scoring pattern begins at the end of the radius at Sams Avenue. The score joints align across Washington Street.**

## LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER

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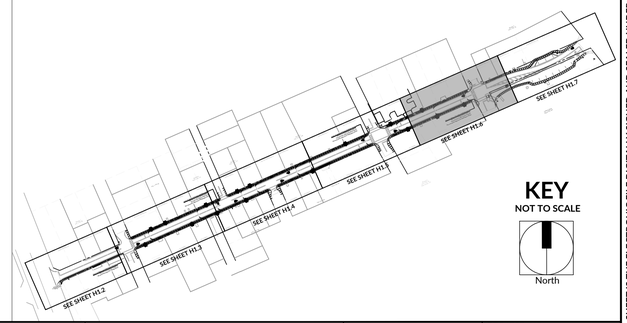


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**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**HARDSCAPE PLAN WALK & PLANTER LAYOUT**

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SHARON KAY HAUBER, PLA, ASLA LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: H1.6

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PID: 744131020100
OWNER: 107 WASHINGTON STREET LLC

PID: 744131020110
OWNER: MASONIC LODGE NO 149

#107
2 STORY

MATCH LINE STA. 15+62 - SEE SHEET H1.6

STREET LIGHT #30

STREET LIGHT #32

END OF WORK

ROW

WASHINGTON STREET

16+00

17+00

18+00

N. RIVERSIDE DRIVE

END OF WORK

STREET LIGHT #33

ASSUMED GRAND OAK LOCATION

STREET LIGHT #31

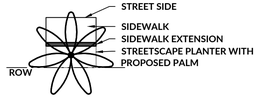
CITY PARK

PID: 744133010010
OWNER: CITY OF NEW SMYRNA BEACH

0 10 20 North

# LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER

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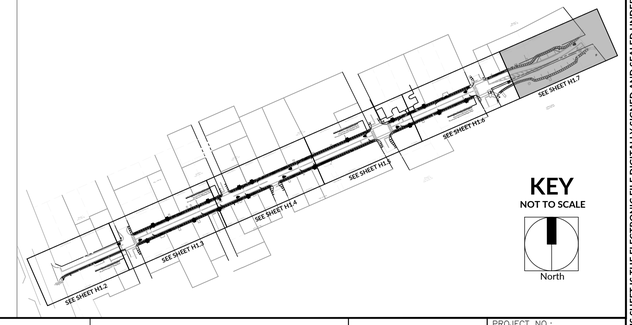


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**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

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**HARDSCAPE PLAN WALK & PLANTER LAYOUT**

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
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DATE: JUNE, 2024
DRAWING: H1.7

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## HARDSCAPE GENERAL NOTES

1. Work Overview - This project includes the construction of a trowel edged walk on either side of Washington Street. Where the walk is 7' wide, the score joints and pattern of the walk align across Washington Street. Where the walk is narrower, at the east and west sides of Washington Street, the score joints are generally equal to the walk width as shown on the plans.

2. Walk Material - The walk is in a 3'-6"x7'-0" gridded, windowpane pattern with a 4" trowel edge. The center of each panel is broom finished as shown on the details. The 5' and 6' walks are broom finished walks in the same direction as the windowpane walk (perpendicular to the curb).

3. Planter Grates - There is a +/-6" x 7' frame and grate on the roadside of each planter area. The purpose of this grate is to widen the walk surface area to 48" on the roadside of each planter area. The grate includes a frame that is anchored into the concrete walk. All grates shall be installed level with the concrete walk. This will include a slight pitch to follow the walk slope. The Contractor shall submit shop drawings for the Owner's Representative prior to ordering.

   Grate Manufacturer:
   Company: Urban Accessories
   Product: Terrain Frame & Grate (See Details Sheet H1.8)
   Product Link: https://urbanaccessories.com/products/grating/trench-grates/terrain/

   Contact: Brian Todhunter
   Email: brian@urbanaccessories.com
   Phone: 253.572.1112

   Grate Material:
   Grate: Nickel Bronze
   Grate Finish: Highlight Patina
   Frame: Stainless Steel
   Frame Finish: Raw

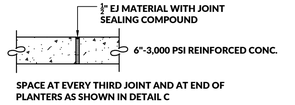
4. Concrete - The concrete shall be 3,000psi concrete as described on the DRMP Paving and Drainage Plans.

5. Grading & Drainage -See the DRMP Grading and Drainage Plans for grading requirements.

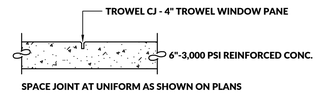
6. Streetlights - Proposed Street Lights are numbered and shown on the Hardscape Plans for reference. See the TLC Electrical Plans for more information.

7. Pre-Construction Meeting - A pre-construction meeting is required before construction begins. This meeting shall be arranged by the General Contractor and shall include the Owner's Representative, the General Contractor, the Concrete Contractor, and any subcontractor as determined by the General Contractor.

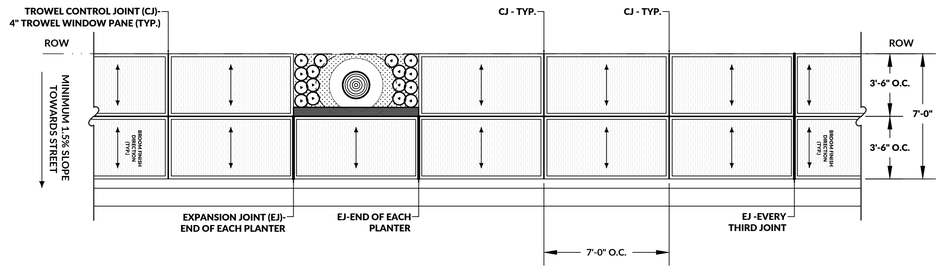
8. Coordination - The General Contractor shall advise the Landscape Architect or Owner's Representative of any site conditions that may affect the layout as shown on the Plans.



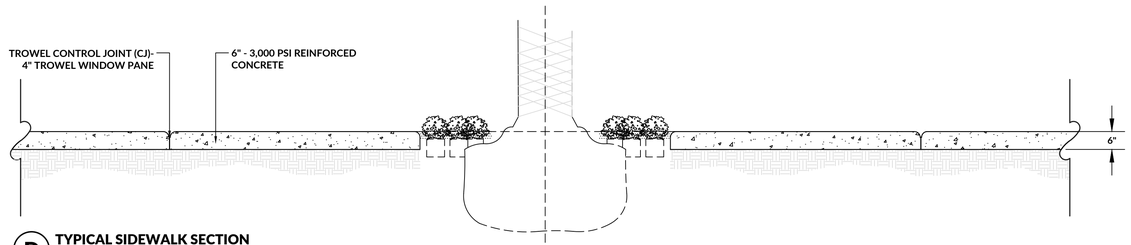

**A CONTROL JOINT (CJ) DETAIL**
SCALE: ¾" = 1'-0"



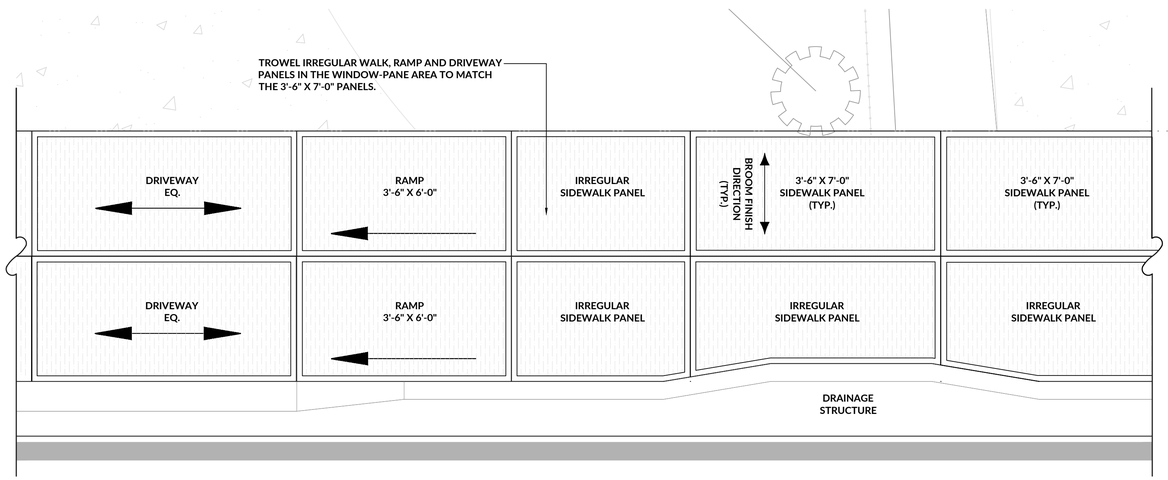

**B EXPANSION JOINT (EJ) DETAIL**
SCALE: ¾" = 1'-0"



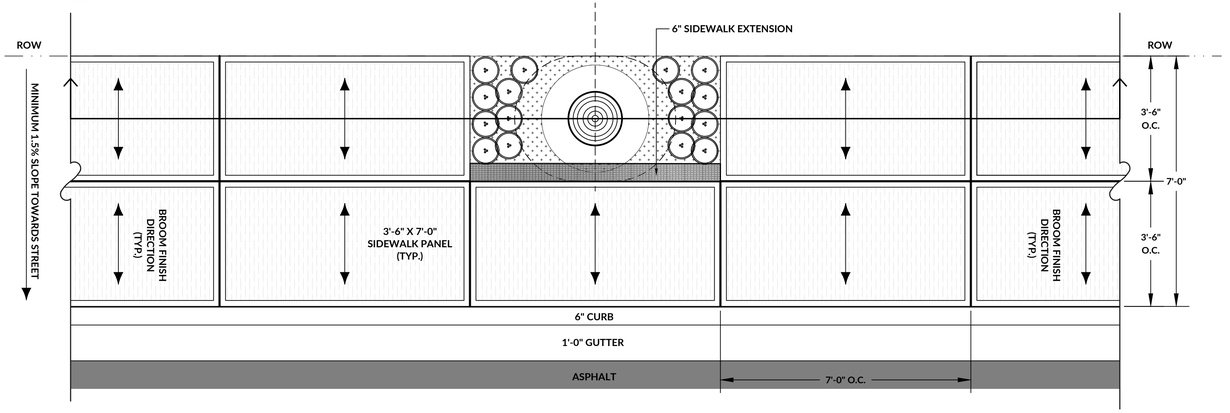

**C TYPICAL EXPANSION JOINT & CONTROL JOINT PLAN**
SCALE: ¾" = 1'-0"




**D TYPICAL SIDEWALK SECTION**
SCALE: ¾" = 1'-0"




**F IRREGULAR WINDOW-PANE SIDEWALK DETAIL (TYP.)**
SCALE: ¾" = 1'-0"




**E TYPICAL SIDEWALK PLAN**
SCALE: ¾" = 1'-0"

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CONSTRUCTION PLANS FOR
**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

**HARDSCAPE NOTES & DETAILS**

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
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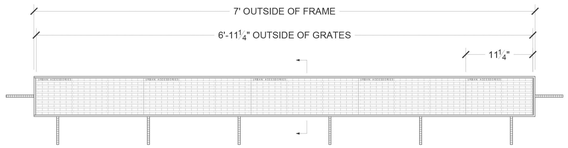
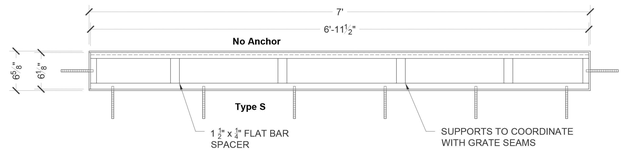
## MANUFACTURER DETAILS

**This sheet inludes the Manufacturer's Details for the Terrain Frame and Grate. The Contractor shall submit Shop Drawings prior to Order.**



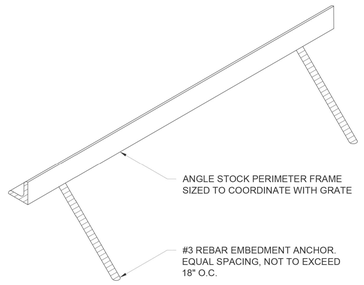

Plan - Overall Assembly
Scale: 1" = 1' 0"




Plan - Frame Assembly
Scale: 1" = 1' 0"



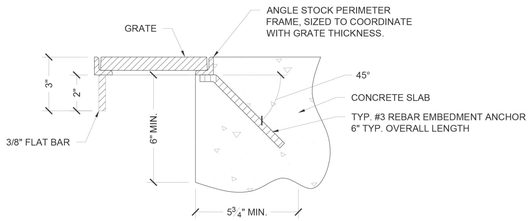

Top (Grate) - Qty. 5
Scale: 3" = 1' 0"



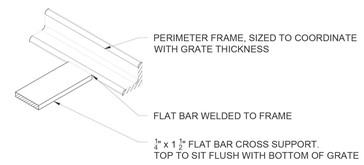

Frame Anchor Detail Isometric
Scale:3" = 1' 0"




Cross Section (Grate)
Scale: 3" = 1' 0"




Typical Frame Cross Section (With Grate)
Scale:3" = 1' 0"




Frame Cross Support Detail Isometric
Scale:3" = 1' 0"

**URBAN ACCESSORIES**


465 E 15th Street, Tacoma, WA 98421
1.877.487.0488 | 1.253.572.1112



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| | |
|---|---|
| **Project Name** | Washington Street |
| **Specified By** | Hauber Design |
| **Sales Contact** | Brian - Urban Accessories |
| **Project Location** | New Smyrna Beach, FL |
| **Page #** | 1 of 1 |

Additional Notes:

### TERRAIN GRATE

6" x 18" | With Frame

### GRATE SPECIFICATIONS

- Material will be high quality 100% gray iron, ASTM A48 class 35b or better, hardness 170-223 brinell (unless specified otherwise; see below).
- Finish will be natural patina of raw material (unless specified otherwise; see below).
- Frame is load rated for pedestrian traffic only (unless specified otherwise; see below).
- **Dimensions are nominal.**

### FRAME SPECIFICATIONS

- Frame material will be high quality mild carbon steel, ASTM A36 (unless specified otherwise; see below).
- Finish will be natural patina of raw steel (unless specified otherwise; see below).
- Typical ½" horizontal gap between grate and frame. All visible edges to be ground smooth on outside edges. Frames will be true to square or diameter. Top of grate flush with grade of surrounding topping material (paver, concrete slab, etc.).
- For cases of "or equal" consideration, our finished, full size product should be compared to the alternative product for general quality, surface finish, precise pattern or fabrication work, metal characteristics, and overall design aesthetics.
- **Dimensions are nominal.**

### ADDITIONAL NOTES

- Grate is ¾" thick at edge.
- No openings greater than ½", in conformance with ADA Accessibility Guidelines.
- 23.4 sq. in. open area per grate.

### DRAWING INFO

| | |
|---|---|
| **Drawn By** | NR |
| **Date Drawn** | 6.20.2024 |

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CONSTRUCTION PLANS FOR
**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**SIDEWALK EXTENSION DETAILS**

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SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

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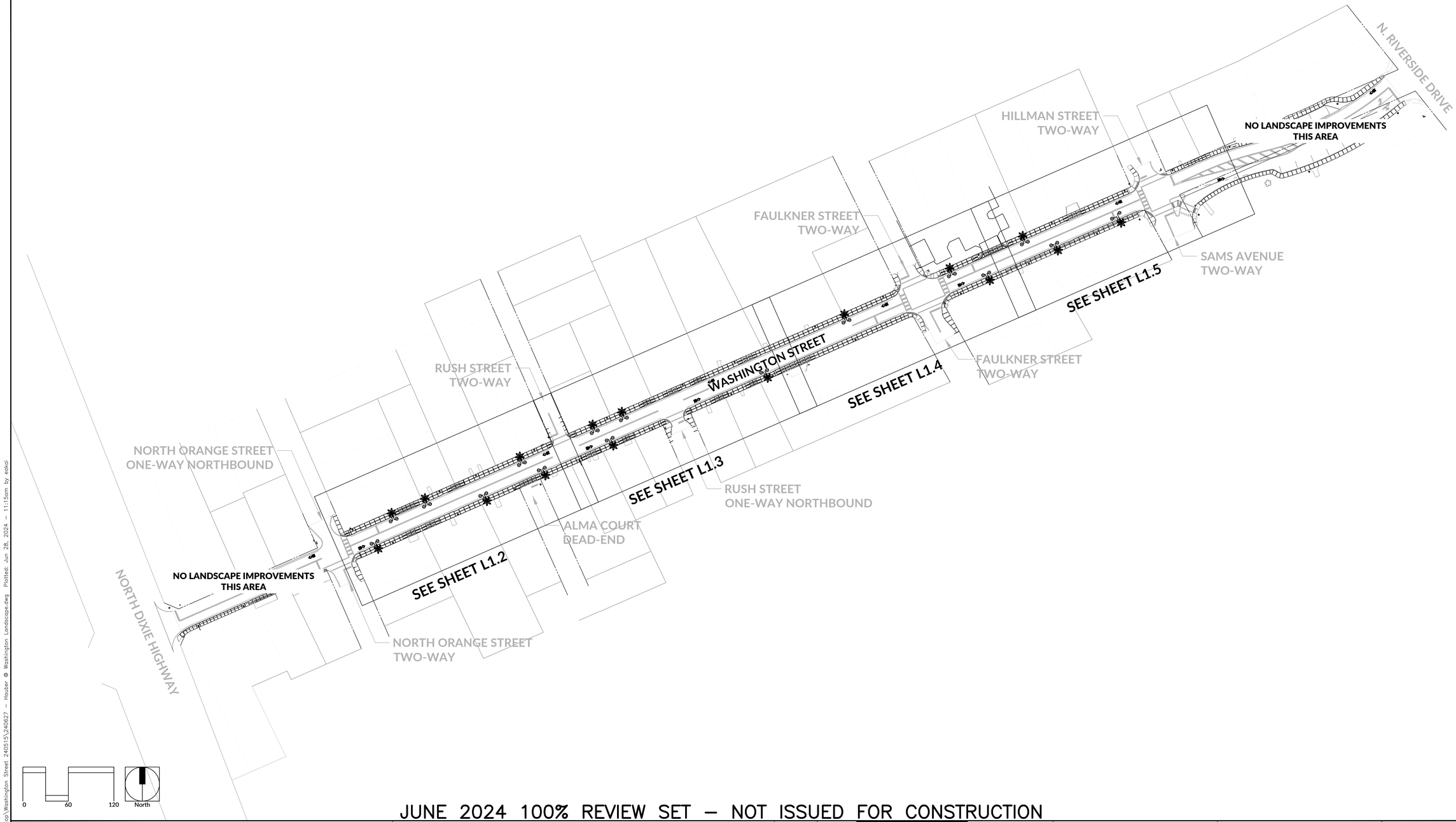


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CONSTRUCTION PLANS FOR
**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**LANDSCAPE SHEET INDEX PLAN**

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SHARON KAY HAUBER, PLA. ASLA
LICENSE # 0001211

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PID: 744128000030
OWNER: GRACE HOUSE PREGNANCY

PID: 744128000020
OWNER: WALKER JIMMIE KAYE

PID: 744128000010
OWNER: LYALL WILLIAM F

PID: 744127020060
OWNER: MOORE DAWN MCKENNA

#305
2 STORY

#303
1 STORY

#301
2 STORY

GRAVEL

STREET LIGHT #5 | PLANTER #2 | PLANTER #3 | STREET LIGHT #7 | STREET LIGHT #9 | PLANTER #5 | STREET LIGHT #11

ROW

WASHINGTON STREET

3+00 | 4+00 | 5+00 | 6+00

WASHINGTON STREET CENTER LINE

RUSH STREET

MATCH LINE STA. 6+16 - SEE SHEET L1.3

PLANTER #1 | STREET LIGHT #6 | STREET LIGHT #8 | PLANTER #4 | STREET LIGHT #10 | PLANTER #6

#219
2 STORY

DETACHED GARAGE

#312
1 STORY

#310
1 STORY

ALMA COURT

#306
1 STORY

0 10 20 North

PID: 744135000010
OWNER: 1913 HOUSE NSB LLC

PID: 744135000070
OWNER: PIRATE AND MERMAID LLC

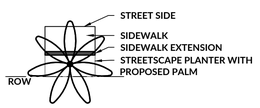
PID: 744135000050
OWNER: CONANT JON

PID: 744134000080
OWNER: CHERRY CRAIG D TR

PID: 7441
OWNER: SIWA

## LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER




## NOTES:

1. The Hardscape, Landscape, and Irrigation Plans were prepared with the following base information:
   - Allen Engineering Inc. Existing Conditions Survey dated June 1, 2021
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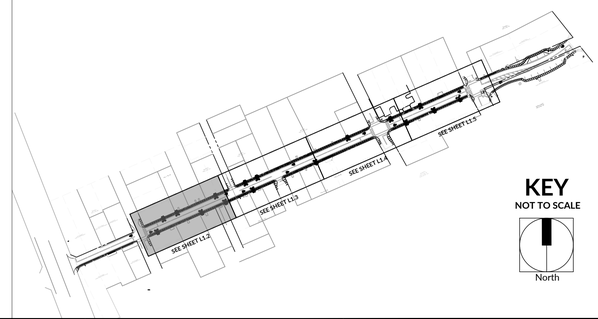


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**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**LANDSCAPE PLAN PLANTING PLAN**

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

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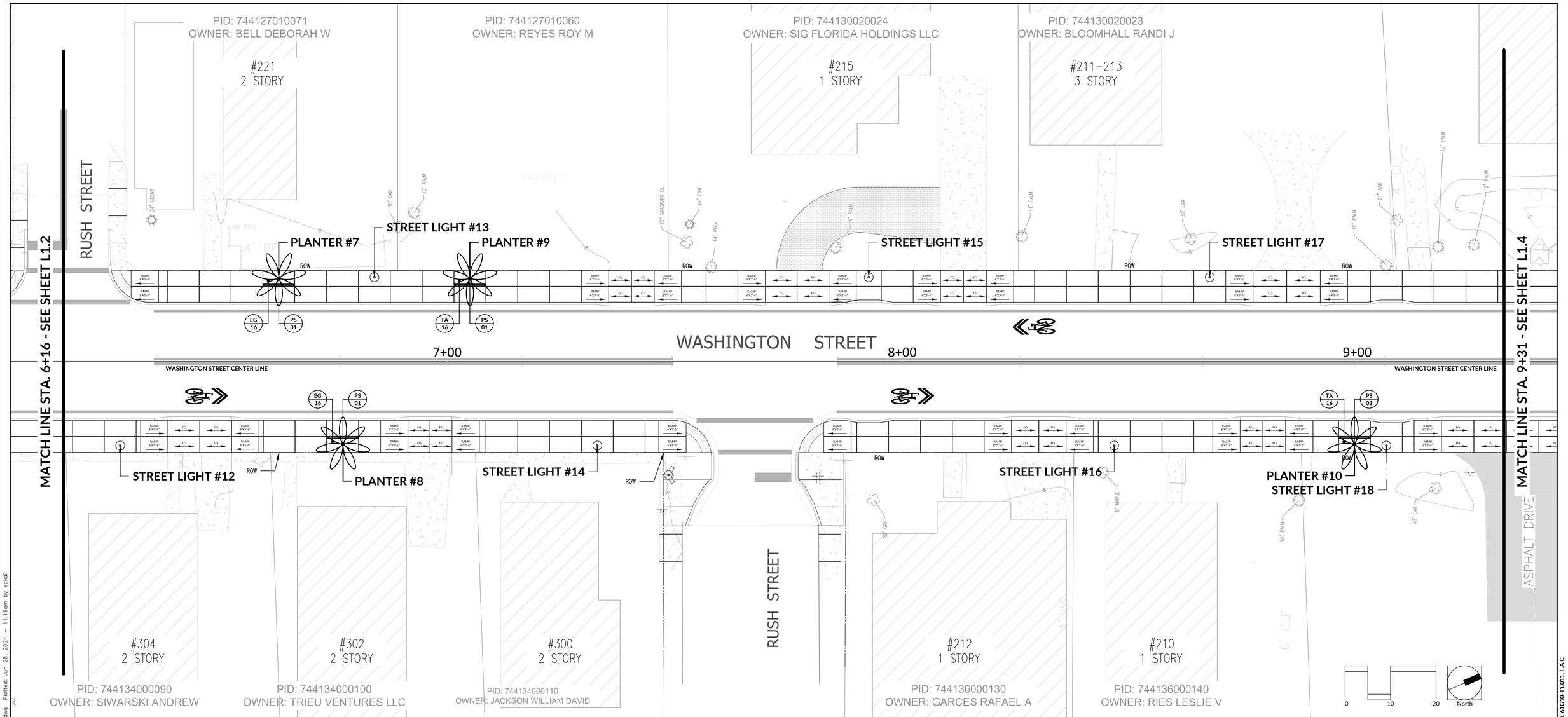
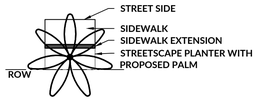



# LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER

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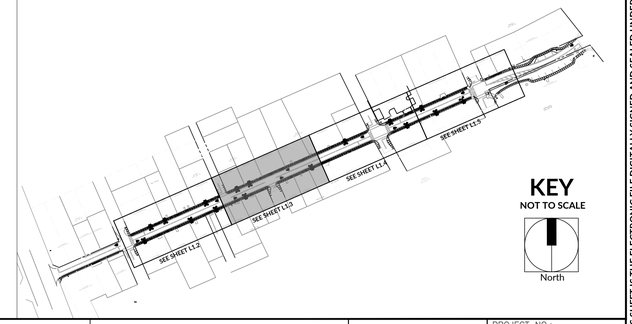


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**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**LANDSCAPE PLAN PLANTING PLAN**

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SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
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DRAWING: L1.3

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PID: 744130020023
OWNER: BLOOMHALL RANDI J

#203
UNITED CHURCH OF CHRIST

PID: 744130020022
OWNER: UNITED CHURCH OF CHRIST

PID: 744132030040
OWNER: CITY OF NEW SMYRNA BEACH

FAULKNER STREET

VACANT

MATCH LINE STA. 9+31 - SEE SHEET L1.3

MATCH LINE STA. 12+46 - SEE SHEET L1.5

STREET LIGHT #19

PLANTER #11

STREET LIGHT #21

PLANTER #12

STREET LIGHT #23

ROW

LC 16

PS 01

WASHINGTON STREET

10+00

11+00

12+00

WASHINGTON STREET CENTER LINE

EG 16

STREET LIGHT #20

STREET LIGHT #22

PLANTER #13

ASPHALT DRIVE

ASPHALT PARKING

ASPHALT PARKING

#200
FIRST NSB CHURCH

PID: 744114010010
OWNER: FIRST BAPTIST CHURCH OF NSB

FIRST BAPTIST CHURCH
2 STORY

PID: 744133030010
OWNER: CITY OF NEW SMYRNA BEACH

0 10 20 North

# LEGEND

EXISTING BUILDING

EXISTING PAVERS

EXISTING CONCRETE SURFACES

ASPHALT

PROPOSED PLANTER

STREET SIDE
SIDEWALK
SIDEWALK EXTENSION
STREETSCAPE PLANTER WITH PROPOSED PALM
ROW

## NOTES:

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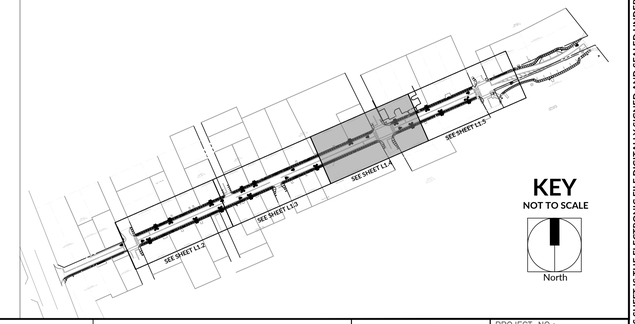


KEY
NOT TO SCALE
North

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**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

**LANDSCAPE PLAN PLANTING PLAN**

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LICENSE # 0001211

PROJECT NO.: 17-0213.002
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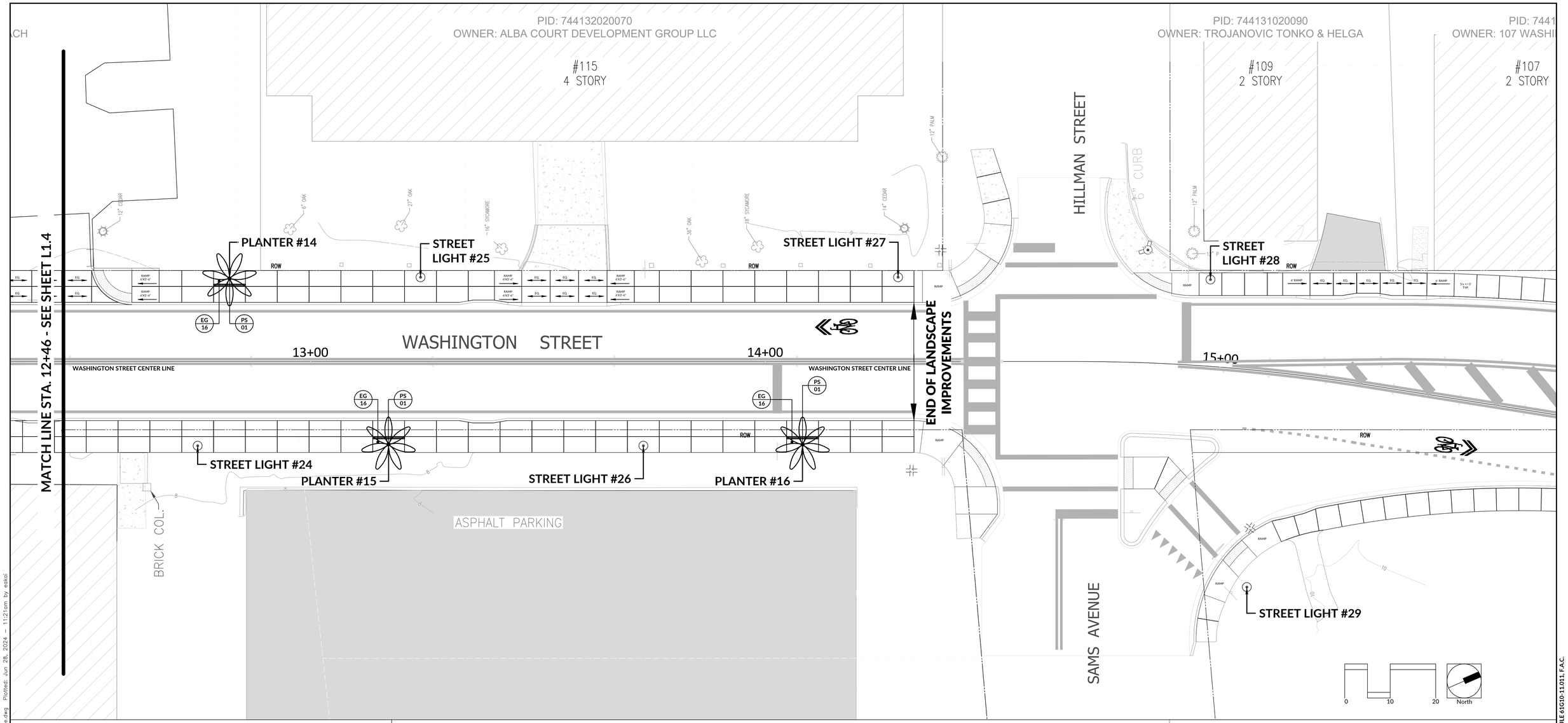
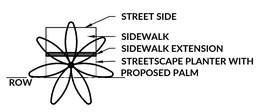



# LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER

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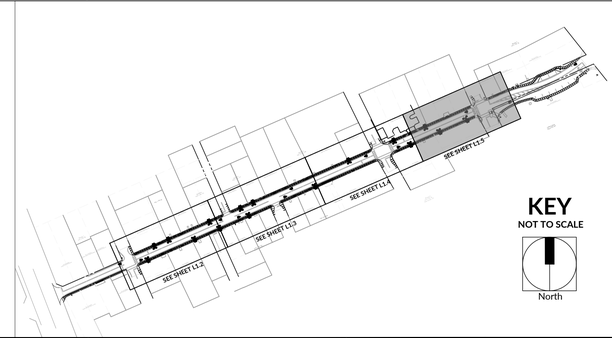


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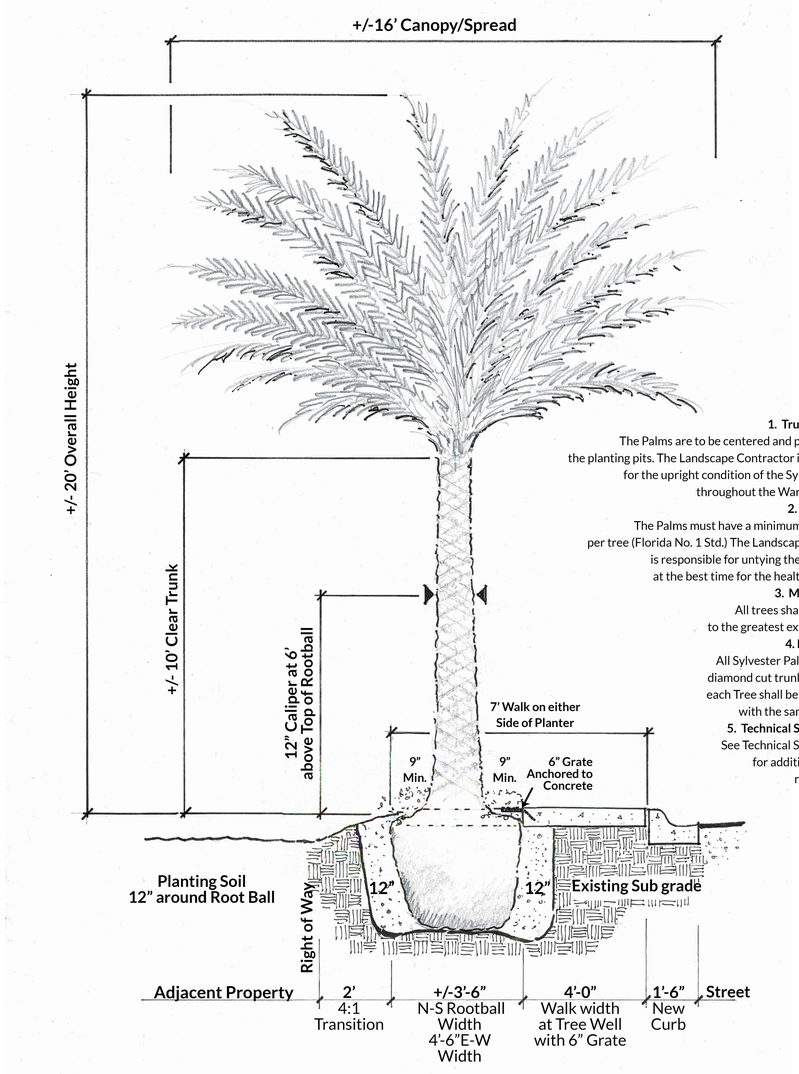



A **SYLVESTER PALM TREE PLANTING DETAIL**
SCALE: 3/4" = 1'-0"

## NOTES:

**1. Trunk / Rootball**
The Palms are to be centered and plumb/level in the planting pits. The Landscape Contractor is responsible for the upright condition of the Sylvester Palms throughout the Warranty Period.

**2. Palm Fronds**
The Palms must have a minimum of 32 fronds per tree (Florida No. 1 Std.) The Landscape Contractor is responsible for untying the Palm Fronds at the best time for the health of the Tree.

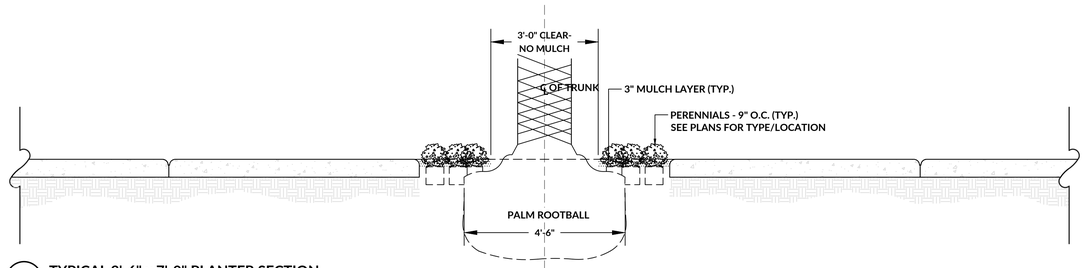
**3. Matched Trees**
All trees shall be matched to the greatest extent possible.

**4. Diamond Cut**
All Sylvester Palms shall have diamond cut trunks. The cut on each Tree shall be matched and with the same character.

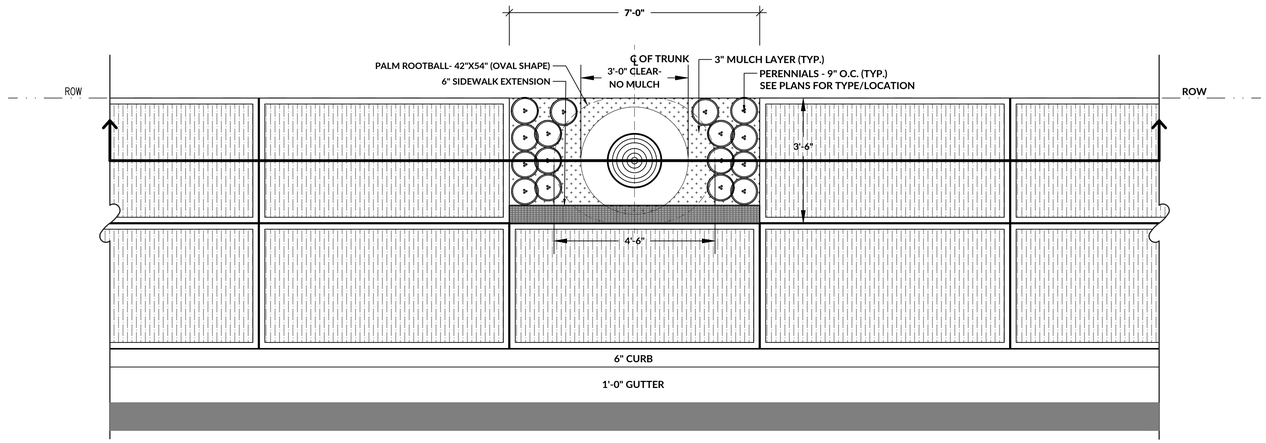
**5. Technical Specifications**
See Technical Specifications for additional planting requirements.

## PLANT LIST

| | Sheet L1.2 | | | | | | Sheet L1.3 | | | | Sheet L1.4 | | | Sheet L1.5 | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Planter # | P1 | P2 | P3 | P4 | P5 | P6 | P7 | P8 | P9 | P10 | P11 | P12 | P13 | P14 | P15 | P16 | Quantity Totals | Symbol | Botanical Name | Common Name | Size and Specification |
| Quantities | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 16 | PS | Phoenix sylvestris | Sylvester Palm | 10' Clear Trunk; 20' Overall Height; Diamond Cut Straight Trunk; Matched Narrow Spread Palm Trees; Minimum 32 Fronds Maximum Rootball Size 3'-6"x 4'-6" Oval Shaped Rootball. |
| | 16 | 16 | 16 | 16 | | | | | | | 16 | 16 | | | | | 96 | LC | Lantana camara 'Gold Mound' | Gold Mound Lantana | 1 Gallon Container; Full and Bushy Plant with Flowers; 9" on center |
| | | | | | 16 | 16 | 16 | 16 | | | | | 16 | 16 | 16 | 16 | 128 | EG | Evolvulus glomerata | Blue Daze | 1 Gallon Container; Full and Bushy Plant with Flowers; 9" on center |
| | | | | | | | | | 16 | 16 | | | | | | | 32 | TA | Trachelospermum asiaticum | Asiatic Jasmine | 1 Gallon Container; Full Trailing Plants; Plant with no mulch; 9" on center |
| | | | | | | | | | | | | | | | | | | MULCH | Mini Pine Bark Nugget Mulch | | 3-inches all new Planting Areas as Shown. |




B **TYPICAL 3'-6" x 7'-0" PLANTER SECTION**
SCALE: 3/4" = 1'-0"




C **TYPICAL 3'-6" x 7'-0" PLANTER PLAN**
SCALE: 3/4" = 1'-0"

JUNE 2024 100% REVIEW SET – NOT ISSUED FOR CONSTRUCTION

| REVISIONS | | | | REVISIONS | | | |
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CONSTRUCTION PLANS FOR
**WASHINGTON STREET STREETSCAPE**
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

**LANDSCAPE PLANT LIST & PLANTING DETAILS**

SHARON KAY HAUBER, PLA. ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: L1.6

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## GENERAL LANDSCAPE NOTES AND SPECIFICATIONS

**These notes describe the general requirements of the landscape installation. These General Notes are to be combined with the Planting Technical Specifications. The Planting Technical Specifications provide additional detail on the requirements of the Planting and are also a requirement of the Scope of Work.**

**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 WALKS, 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 BEST MANAGEMENT PRACTICES (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. 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.

   | | |
   |---|---|
   | MULCH: | MATERIAL SAMPLE 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 THE OWNER OR THE 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 THE ANTICIPATED DATE.

**D. 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. 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.

**E. 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.

**F. FERTILIZER**

THE CONTRACTOR SHALL PROVIDE A FERTILIZER APPLICATION SCHEDULE TO THE 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.

**G. MULCH**

1. MULCH SHALL BE MINI PINE BARK NUGGET MULCH FROM LOCAL SOURCES. THE SIZE RANGE SHALL BE A MINIMUM (LESS THAN 25% OR LESS OF VOLUME) FINE PARTICLES 3/8 INCH OR LESS IN SIZE, AND A MAXIMUM SIZE OF INDIVIDUAL PIECES (LARGEST 20% OR LESS OF VOLUME) SHALL BE APPROXIMATELY 1 TO 1-1/2 INCH IN LENGTH.
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.

**H. 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. 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.
4. 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.

**I. CONTAINER GROWN PLANT MATERIAL**

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.

**J. COLLECTED PLANT MATERIAL**

WHEN THE USE OF COLLECTED PLANT MATERIAL IS PERMITTED AS INDICATED BY THE OWNER OR THE 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.

**K. NATIVE PLANT MATERIAL**

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.

**L. EXISTING TREES**

TREES OUTSIDE OF THE RIGHT OF WAY MAY NEED TO BE TRIMMED TO ACCOMMODATE THE PLANTING OF THE SYLVESTER PALM TREES. TRIMMING OF THE OFF-SITE TREES MAY BE COMPLETED PRIOR TO THE LANDSCAPE WORK. ANY TREES REQUIRING TRIMMING DURING THE LANDSCAPE WORK MUST BE DONE BY A CERTIFIED ARBORIST (SEE O.13 FOR PRUNING REQUIREMENTS).

**M. PLANT 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 THE OFF-SITE PROPERTY SHALL SLOPE AWAY FROM THE OFF-SITE PROPERTY. 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: THE 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, THE CONTRACTOR SHALL USE A 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 THE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.

## GENERAL LANDSCAPE NOTES AND SPECIFICATIONS (CONT.)

**O. PLANTING PROCEDURES (CONT.)**

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK Z60.1, 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 D 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. IF REQUIRED FOR PLANT HEALTH, 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 THE MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.
12. FILL THE HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK A 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 A 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 D. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.
15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO ENSURE 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 OWNER'S REPRESENTATIVE 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 THE 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. SODDING WILL ONLY BE REQUIRED IN AREAS DAMAGED OR DISTURBED BY THE PLANTING OF PALMS IN THE SODDED AREAS EAST OF SAMS AVENUE.
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 THE 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 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.

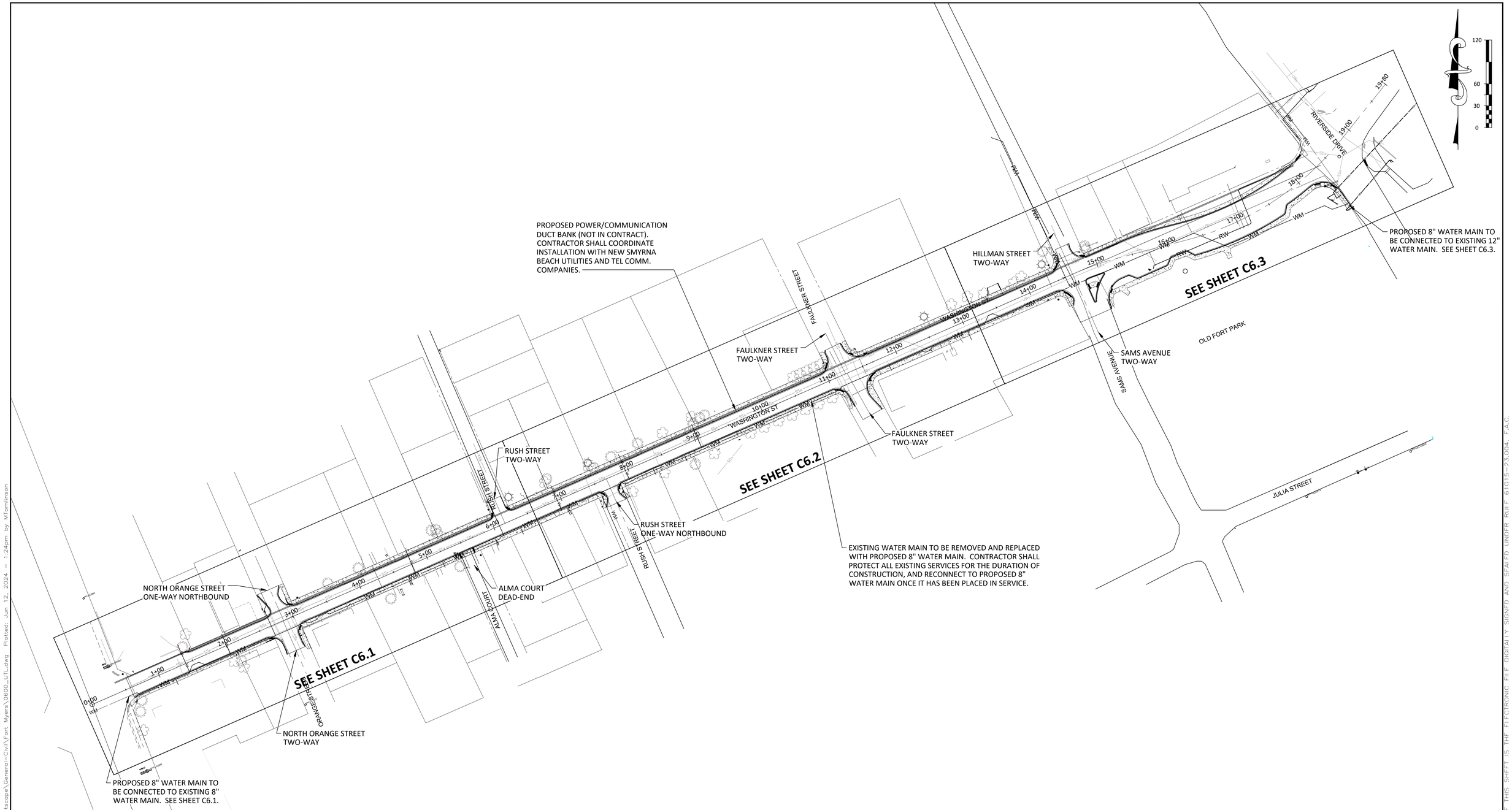
**S. FINAL INSPECTION AND ACCEPTANCE OF WORK**

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 PALM TREES SHALL BE WARRANTED BY THE CONTRACTOR FOR THREE (3) YEARS. THE EXTENDED WARRANTY IS TO PROTECT THE OWNER FROM TREES THAT MAY BE INFECTED BY TEXAS PHOENIX PALM DECLINE (TPPD) ALSO KNOWNS AS LETHAL BRONZING DISEASE. ALL PALM TREES MUST BE SOURCED FROM A QUALITY, ESTABLISHED PALM TREE NURSERY WHERE MEASURES ARE TAKEN TO PROTECT THE PALMS FROM INFECTION, NO INFECTED TREES SHALL BE TRANSPORTED AND/OR INSTALLED AT THE PROJECT SITE. ALL SYLVESTER PALMS MUST BE INOCULATED FOR LETHAL BRONZING AT THE SUPPLIER'S NURSERY ON A 4-MONTH SCHEDULE AS RECOMMENDED BY THE UNIVERSITY OF FL/IFAS EXTENSION. THE CONTRACTOR IS RESPONSIBLE FOR INOCULATING THE PALMS ON A 4-MONTH SCHEDULE DURING THE THREE (3) YEAR WARRANTY.

   ALL SHRUBS, GROUNDCOVER, AND SOD INSTALLED 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 DURING THE WARRANTY PERIOD MUST BE REPLACED WITHIN FIVE (5) BUSINESS DAYS OF NOTICE FROM THE OWNER'S REPRESENTATIVE. ANY PLANT NOT FOUND IN A HEALTH GROWING C

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CONSTRUCTION PLANS FOR
# WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

## OVERALL UTILITIES PLAN

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

Patrick J. Day, P.E.
State of Florida # 56709

FPID NO.: 447711-1-54-01
SCALE: 1" = 60'
DATE: JUNE, 2024
DRAWING: C6.0

P:\Projects\7\17-0213.002_Washington_Street_Streetscape\General-Civil\Fort Myers\0600_UTL.dwg Plotted: Jun 12, 2024 – 1:24pm by MTomlinson
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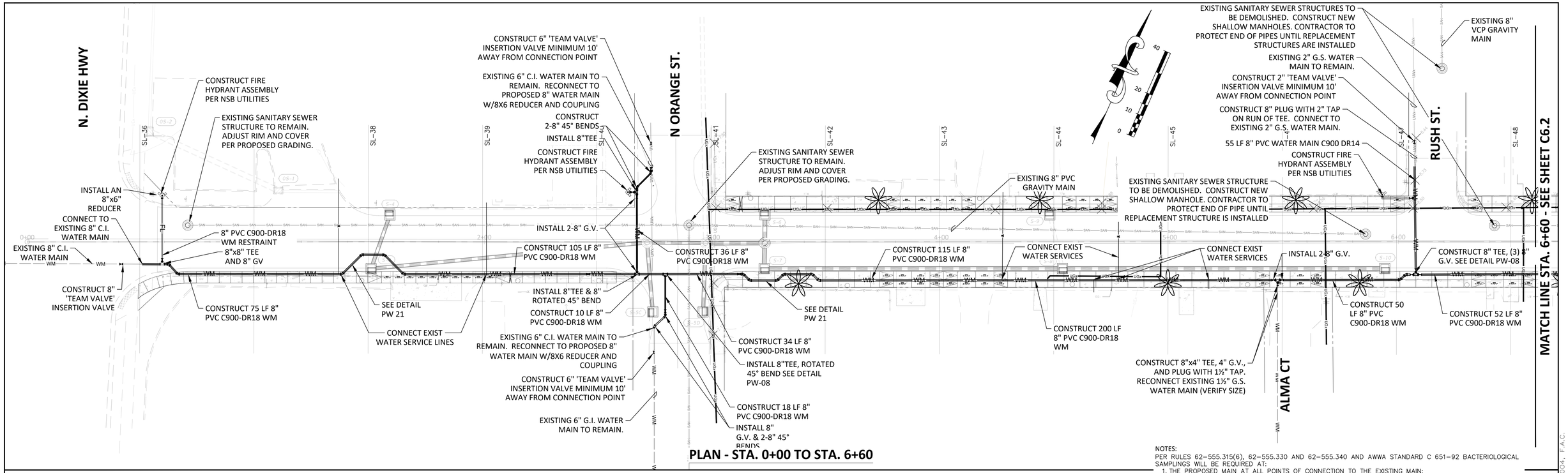
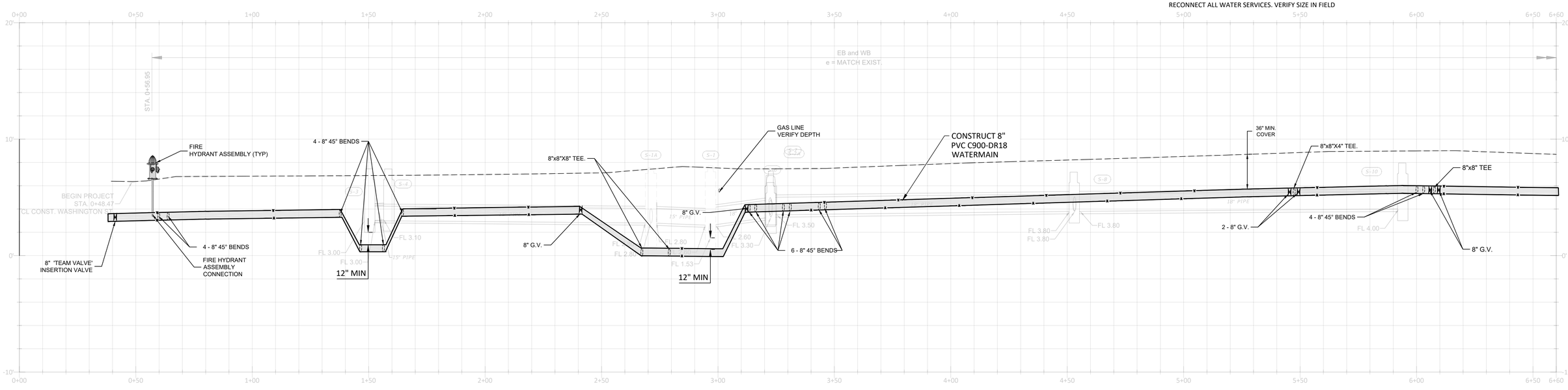



## PLAN - STA. 0+00 TO STA. 6+60

NOTES:
PER RULES 62-555.315(6), 62-555.330 AND 62-555.340 AND AWWA STANDARD C 651-92 BACTERIOLOGICAL SAMPLINGS WILL BE REQUIRED AT:
1. THE PROPOSED MAIN AT ALL POINTS OF CONNECTION TO THE EXISTING MAIN;
2. AT ALL TERMINAL ENDS OF THE PROPOSED WATER MAINS;
3. ON STRAIGHT RUN OF PIPES BETWEEN TWO ISOLATION VALVES AND MAXIMUM INTERVAL BETWEEN TWO SAMPLING LOCATIONS SHALL BE 1,200-FT; AND
4. BEGINNING AND END OF LINES FOR EACH SEGMENT TO BE PARTIALLY COMPLETED/CLEARED.

RECONNECT ALL WATER SERVICES. VERIFY SIZE IN FIELD




## PROFILE - STA. 0+00 TO STA. 6+60

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CONSTRUCTION PLANS FOR
**WASHINGTON STREET ROADWAY IMPROVEMENTS**
CITY OF NEW SMYRNA BEACH, FLORIDA

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**UTILITIES PLAN AND PROFILE STA. 0+00 TO STA. 6+60**

Patrick J. Day, P.E.
State of Florida # 56709

FPID NO.: 447711-1-54-01
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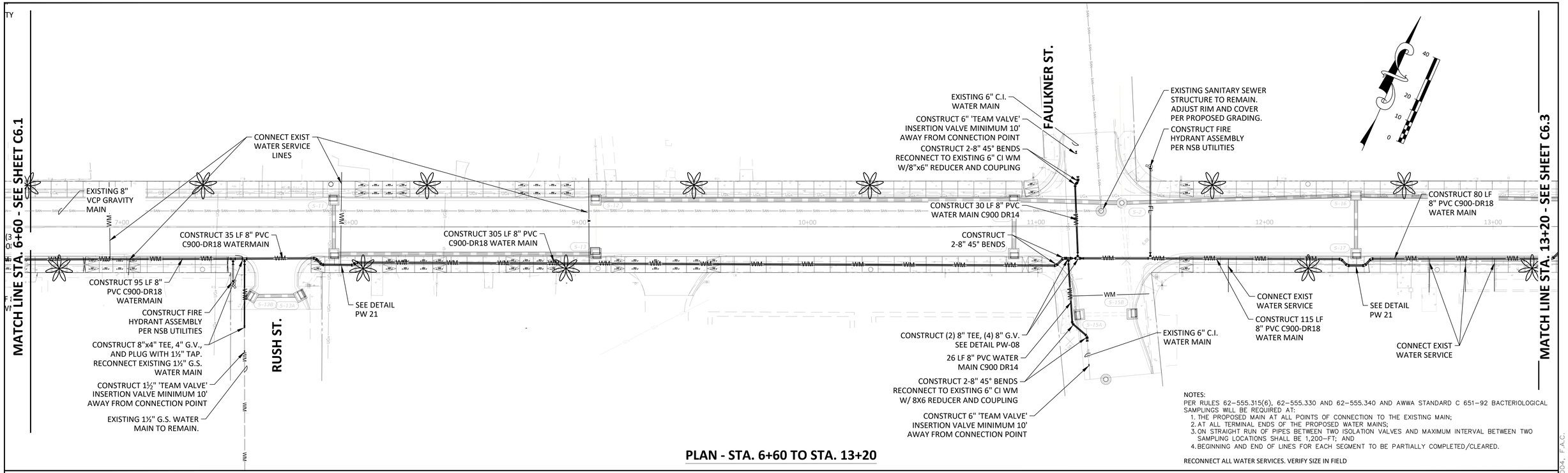
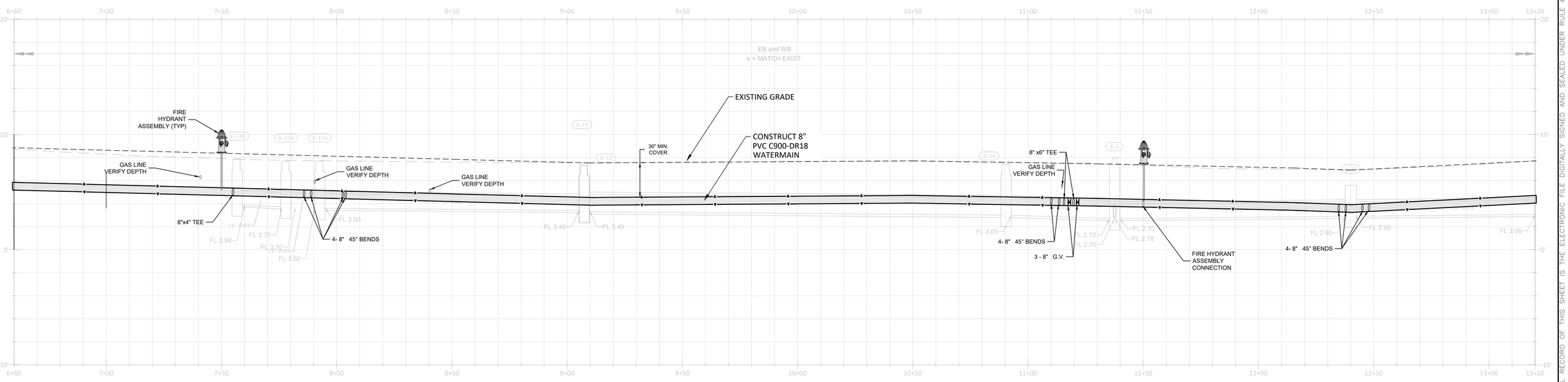



## PLAN - STA. 6+60 TO STA. 13+20

NOTES:
PER RULES 62–555.315(6), 62–555.330 AND 62–555.340 AND AWWA STANDARD C 651–92 BACTERIOLOGICAL SAMPLINGS WILL BE REQUIRED AT:
1. THE PROPOSED MAIN AT ALL POINTS OF CONNECTION TO THE EXISTING MAIN;
2. AT ALL TERMINAL ENDS OF THE PROPOSED WATER MAINS;
3. ON STRAIGHT RUN OF PIPES BETWEEN TWO ISOLATION VALVES AND MAXIMUM INTERVAL BETWEEN TWO SAMPLING LOCATIONS SHALL BE 1,200–FT; AND
4. BEGINNING AND END OF LINES FOR EACH SEGMENT TO BE PARTIALLY COMPLETED/CLEARED.

RECONNECT ALL WATER SERVICES. VERIFY SIZE IN FIELD




## PROFILE - STA. 6+60 TO STA. 13+20

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CONSTRUCTION PLANS FOR
# WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

## UTILITIES PLAN AND PROFILE STA. 6+60 TO STA. 13+20

Patrick J. Day, P.E.
State of Florida # 56709

FPID NO.: 447711-1-54-01
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DATE: JUNE, 2024
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## MATCH LINE - SEE INSET PLAN

MATCH LINE STA. 13+20 - SEE SHEET C6.2

EXISTING WATER MAIN CONTRACTOR TO VERIFY LOCATION AND DEPTH

***EXISTING GAS MAIN APPX 1.5'BELOW GRADE. CONTRACTOR TO VERIFY LOCATION AND DEPTH

HILLMAN ST.

EXISTING SANITARY SEWER STRUCTURE TO REMAIN. ADJUST RIM AND COVER PER PROPOSED GRADING.

CONSTRUCT 180 LF 10" HDPE WATER MAIN DIRECTIONAL DRILL WM TO GO NO DEEPER THAN 6' AND O LESS THAN 4' FROM GRADE

CONSTRUCT FIRE HYDRANT ASSEMBLY PER NSB UTILITIES

ENTRY DRILL PIT OR 10" HDPE HDD ANGLE APPX 11°, INSTALL 8" G.V. & ARV WITH HDPE BEND & MJ ADAPTER

SEE DETAIL PW 21

CONSTRUCT 8" TEE AND (2) 8" G.V.

CONSTRUCT 35 LF 8" PVC WM

CONSTRUCT 110 LF 8" PVC C900-DR18 WATER MAIN

CONSTRUCT FIRE HYDRANT ASSEMBLY PER NSB UTILITIES

CONSTRUCT (1) 8"x8"x8" TEE, (1) 8"x6" REDUCER, (3) 8" G.V, AND (1) 6" G.V. SEE DETAIL PW-08

CONNECT EXISTING 6" WM TO PROPOSED 6" G.V. W/COUPLING

SAMS AVE.

CONSTRUCT 24 LF 8" PVC C900-DR18 WATER MAIN

CONSTRUCT 6" 'TEAM VALVE' INSERTION VALVE MINIMUM 10' AWAY FROM CONNECTION POINT

EXISTING 6" C.I. WATER MAIN

CONNECT EXIST WATER SERVICES

CONSTRUCT 370 LF 8" PVC C900-DR18 WATER MAIN

CONNECT EXIST WATER SERVICES

EX. 12" WATER MAIN

CONSTRUCT FIRE HYDRANT ASSEMBLY

PROPOSED 8" PVC WM AND 45 DEGREE FITTING. 8" WM OVER EXISTING 16" FM WITH MINIMUM 1.0' VERTICAL CLEARANCE

PROPOSED 8"x12" TAPPING SLEEVE AND GATE VALVE. MINIMUM 3.0' FROM PIPE JOINT AND EXISTING TAPS.

N RIVERSIDE DR.

13+50 14+00 14+34 14+50 15+50 16+00 16+50 17+00 17+50 18+00 18+34

### INSET PLAN

***EXISTING GAS MAIN APPX 1.5'BELOW GRADE. CONTRACTOR TO VERIFY LOCATION AND DEPTH

EXISTING 8" PVC WM

EXIT DRILL PIT FOR 10" HDPE HDD EXIT ANGLE 11°, INSTALL 8" G.V. AND ARV WITH HDPE BEND AND MJ ADAPTER

REMOVE EXISTING 8"X4" REDUCER AND CONNECT TO EXISTING 8" PVC WM ON HILLMAN STREET WITH 8" G.V. AND 8" 45° BEND.

CONSTRUCT 8" 45° BEND.

CONSTRUCT 180 LF 10" HDPE WATER MAIN DIRECTIONAL DRILL WM TO GO NO DEEPER THAN 6' AND O LESS THAN 4' FROM GRADE

HILLMAN STREET

MATCH LINE

NOTES:
PER RULES 62-555.315(6), 62-555.330 AND 62-555.340 AND AWWA STANDARD C 651-92 BACTERIOLOGICAL SAMPLINGS WILL BE REQUIRED AT:
1. THE PROPOSED MAIN AT ALL POINTS OF CONNECTION TO THE EXISTING MAIN;
2. AT ALL TERMINAL ENDS OF THE PROPOSED WATER MAINS;
3. ON STRAIGHT RUN OF PIPES BETWEEN TWO ISOLATION VALVES AND MAXIMUM INTERVAL BETWEEN TWO SAMPLING LOCATIONS SHALL BE 1,200-FT; AND
4. BEGINNING AND END OF LINES FOR EACH SEGMENT TO BE PARTIALLY COMPLETED/CLEARED.

RECONNECT ALL WATER SERVICES. VERIFY SIZE IN FIELD

## PLAN - STA. 13+20 TO STA. 19+80

13+20 13+50 14+00 14+50 15+00 15+50 16+00 16+50 17+00 17+50 18+00 18+50 19+00 19+50 19+80

EB and WB e = MATCH EXIST.

EB e = (-) 0.01 (MATCH EXIST.) to e = (+) 0.02

WB e = MATCH EXIST.

EB e = (+) 0.02

EB e = (+) 0.02 to (-) 0.02 (MATCH EXIST.)

EB and WB e = MATCH EXIST.

HILLMAN ST.

STA. 15+00.00

STA. 16+00.00

STA. 17+00.00

STA. 18+00.00

STA. 18+32.34

N RIVERSIDE DR.

HORIZONTAL PGL SHIFT ) 11FT LEFT OF CL CONST. WASHINGTON ST. (FOLLOWS LEFT LANE TAPER)

END PROJECT STA. 18+32.34 CL CONST. WASHINGTON ST.

EXISTING GRADE

CONSTRUCT 8" PVC C900-DR18 WATERMAIN

36" MIN. COVER

4- 8" 45° BENDS

2 - 8" G.V.

8"x8" CROSS

8" 45° BEND

8" 45° BEND

FIRE HYDRANT ASSEMBLY (TYP)

8" G.V.

CONSTRUCT 8"x12" WET TAP. CONNECT PROPOSED 8" WATER MAIN TO EX. 12" C.I. WATER MAIN W/TAPPING VALVE AND SLEEVE VERIFY DEPTH

15" PIPE

FL 3.06 FL 3.10 FL 1.90 FL 1.80 FL 1.80 FL 1.50 FL 1.50 FL 1.40 FL 1.40 FL 1.25 FL 1.25 FL 1.17

8" 45° BEND

EX. RECLAIM WATER MAIN VERIFY DEPTH AND SIZE

EX FORCE MAIN VERIFY DEPTH AND SIZE

## PROFILE - STA. 13+20 TO STA. 19+80

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CONSTRUCTION PLANS FOR
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CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

**UTILITIES PLAN AND PROFILE STA. 13+20 TO STA. 19+80**

Patrick J. Day, P.E.
State of Florida # 56709

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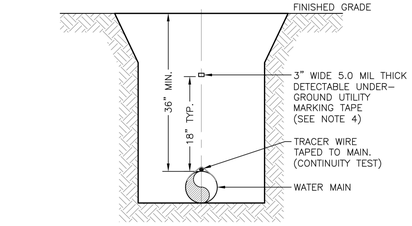
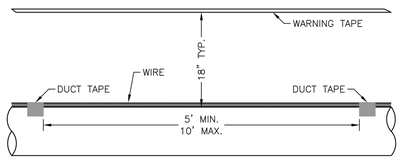


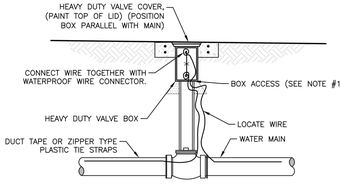

SECTION VIEW



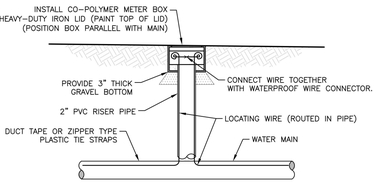

ELEVATION VIEW

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.

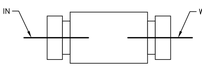
| NEW SMYRNA BEACH UTILITIES | |
|---|---|
| PIPE LOCATING WIRE AND TAPE | |
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | PW-10 |




LOCATE WIRE BOX UTILIZING VALVE BOX



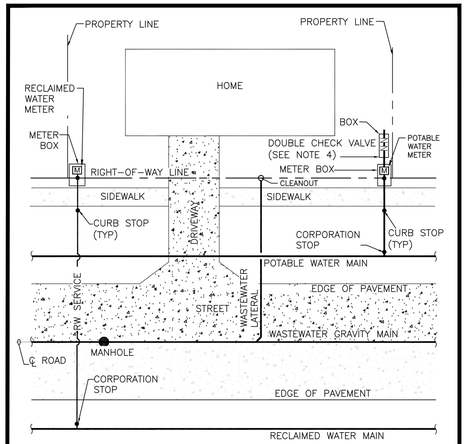

LOCATE WIRE UTILIZING METER BOX




WATERPROOF WIRE CONNECTOR DETAIL

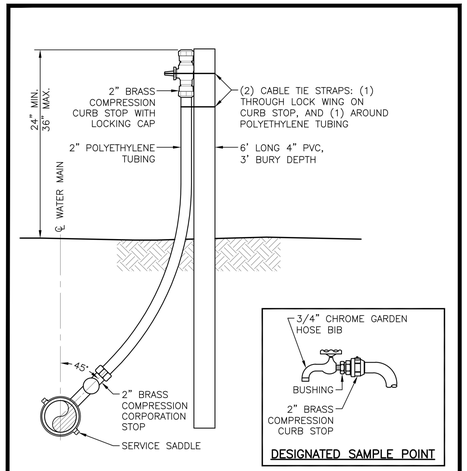
NOTES:
1. LOCATE WIRE SHALL ENTER THE VALVE BOX THROUGH A "V" CUT IN THE 6" PVC RISER PIPE.
2. LOCATE WIRE SHALL HAVE ENOUGH SLACK TO REACH 4' ABOVE FINAL GRADE AND LOCATE POINTS.
3. LOCATE WIRE CONNECTION SHALL ONLY BE A 2-WAY CONNECTION.

| NEW SMYRNA BEACH UTILITIES | |
|---|---|
| PIPE LOCATING WIRE BOX | |
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | PW-11 |




NOTE:
1. PRIOR TO METERS BEING INSTALLED, THE PROPERTY LINES AND BACK OF SIDEWALK ARE TO BE STAKED.
2. SANITARY CLEANOUT PADS SHALL BE PARALLEL TO THE SIDEWALK AND SET AT FINISHED GRADE.
3. METER BOXES AND CLEANOUTS SHALL MAINTAIN A MINIMUM SEPARATION OF 36" FROM ELECTRIC TRANSFORMERS, CABLE JUNCTION BOXES, OR ANY OTHER ABOVE GROUND SERVICE FIXTURE OR STRUCTURE.
4. METER AND BOX TO BE INSTALLED BY NSBU AND DOUBLE CHECK BACKFLOW PREVENTER TO BE INSTALLED BY CONTRACTOR.
5. EXISTING FIRE HYDRANTS, AUTOMATIC FLUSHING DEVICES OR VALVES ARE TO BE MAINTAINED AT FINISHED GRADE BETWEEN THE PROPERTY LINES TO THE EDGE OF THE PAVEMENT.
6. DOUBLE UTILITY SERVICES ARE NOT PERMITTED WITHOUT PRIOR WRITTEN APPROVAL BY NSBU.

| NEW SMYRNA BEACH UTILITIES | |
|---|---|
| RESIDENTIAL SERVICE LOCATIONS | |
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | PW-13 |

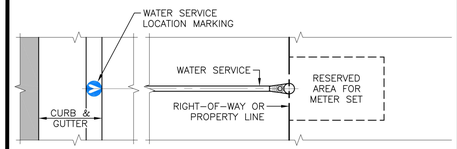



DESIGNATED SAMPLE POINT

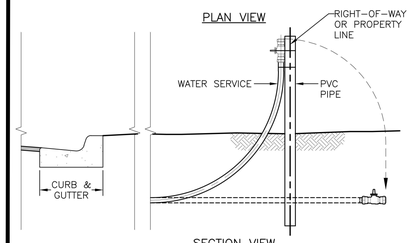
NOTE:
ALL FITTINGS SHALL BE LEAD FREE BRASS.

| NEW SMYRNA BEACH UTILITIES | |
|---|---|
| TEST SERVICE STUB OUT | |
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | PW-15 |

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.




PLAN VIEW




SECTION VIEW

| NEW SMYRNA BEACH UTILITIES | |
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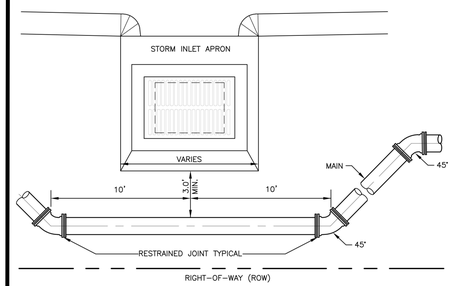
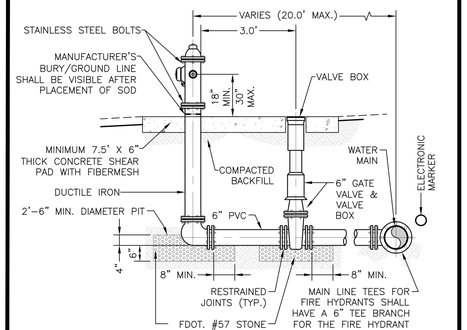
| POTABLE WATER SERVICE LOCATION MARKING | |
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | PW-18 |




PLAN VIEW

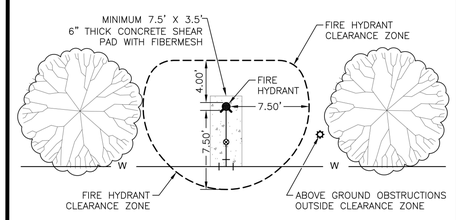
NOTES:
1. MAIN MAY PASS OVER STORM LINE IF 36" OF COVER IS PROVIDED OVER WATER MAIN.
2. PIPE MAY BE DEFLECTED AROUND DRAINAGE INLET IN ACCORDANCE WITH THE RESTRAINED JOINT GUIDELINES OF THE DIPRA.

| 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 |



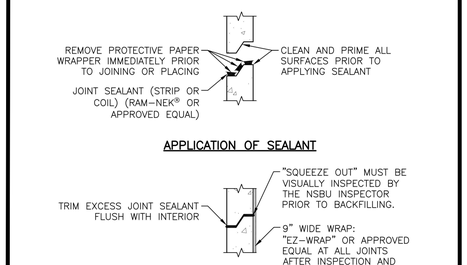

NOTES:
1. HYDRANT MUST BE LOCATED ON THE SAME SIDE OF THE ROAD OR PARKING LOT AS THE WATER MAIN, OUTSIDE THE CLEAR RECOVERY ZONE OF THE TRAVEL WAY, AND A MINIMUM OF 2' FROM SIDEWALK EDGE.
2. HYDRANT MUST HAVE A CLOSED WEEP HOLE.

| 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 |




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 | 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 FDOT 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 |

| REVISIONS | | | | REVISIONS | | | |
|---|---|---|---|---|---|---|---|
| NO. | DATE | DESCRIPTION | BY | NO. | DATE | DESCRIPTION | BY |
| | | | | | | | |

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DRAWN BY ---
CHECKED BY ---
APPROVED BY ---

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941 Lake Baldwin Lane - Orlando, Florida 32814
Phone:407.896.0594 Fax:407.896.4836 WWW.DRMP.COM

CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

UTILITY DETAILS

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

Patrick J. Day, P.E.
State of Florida # 56709

FPID NO.: 447711-1-54-01
SCALE:
DATE: JUNE, 2024
DRAWING: C6.5

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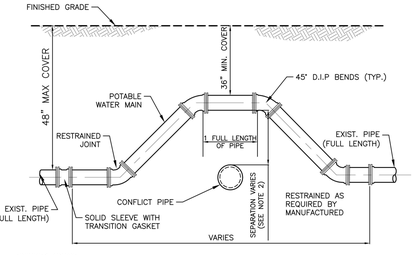


NOTES:

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–32.
3. LOCATING WIRE REQUIRED. SEE DETAIL PW–13.
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** |

## RESTRAINED PIPE TABLE
## WATER AND RECLAIMED WATER MAINS

| TYPE | MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 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** |

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**

| | |
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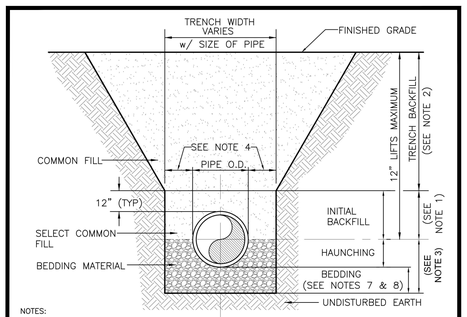
| SCALE: NTS | SHEET 1 OF 1 |
| DATE: 10/2023 | |
| REV. | **PW–31** |



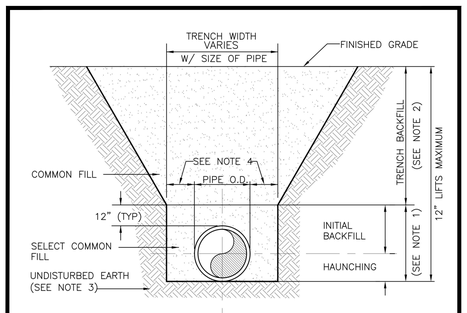

NOTES:

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** |

| REVISIONS | | | | REVISIONS | | | |
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| NO. | DATE | DESCRIPTION | BY | NO. | DATE | DESCRIPTION | BY |
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APPROVED BY ---

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CONSTRUCTION PLANS FOR
**WASHINGTON STREET ROADWAY IMPROVEMENTS**
CITY OF NEW SMYRNA BEACH, FLORIDA

**UTILITY DETAILS**

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

Patrick J. Day, P.E.
State of Florida # 56709

FPID NO.: 447711-1-54-01
SCALE:
DATE: JUNE, 2024
DRAWING: **C6.6**

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**Addendum 1: March 6, 2025**

**RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)**

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01). issued February 27, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

---

**Questions/Answers:**

1. **Question:** Would it be possible to obtain a copy of the proposed plans, the letting date, and the estimated construction cost?

   Answer: 100% Plans and Engineer's Cost Estimate have been uploaded in OpenGov. See Attachments E,F,G, and H. Note: Letting date to be determined

2. **Question:** Would the City please clarify how long the contract period is? Page 8 of the RFP states a "Contract period of three (3) years, with the possibility No, for a total of ninety (90) days", however Page 26 and the Draft Contract state "It is the City's intent to enter into one agreement with one firm for an initial term of fifteen (15) months. Contract may be renewed, upon consent of both parties and City Commission."

   Answer: Section III.E, has been revised to reflect fifteen (15) months.

3. **Question:** Since Dunn & Bradstreet (DUNS) Numbers are no longer used, is it acceptable to provide the City with our Unique Entity Identifier (UEI) instead, since this is the replacement for DUNS?

   Answer: Yes, the UEI of acceptable.

4. **Question:** Upon reading the "Qualifications and Abilities of Project Team" section, item "A" has a 5-page limit, and since "B" is a separate item, could the City please clarify if the resumes are "in addition" to the 5-page limit?

Answer: Number of pages under the Qualifications and Abilities of the Project Team can exceed 5-pages with resumes but cannot exceed 10-pages total for this section. This section has been updated in the RFP document.

5. **Question:** Would the City please confirm if we are to submit proof of required insurance with our proposal? Page 31 of the RFP states "Listed below are various insurance requirements that must be met by the company that the City contracts with for services. The undersigned firm agrees to obtain the required insurance prior to award. Proof of insurance as prescribed by this document will disqualify your firm, as the top ranking and from further consideration". However, Page 33 of the RFP states "Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal". Is it acceptable to provide our standard ACCORD insurance holder documentation as an attachment to the "Statement of Insurance Compliance" form without naming the additional insured for the form for this submittal response?

   Answer: Section VI, Insurance Requirements has been revised. The undersigned firm agrees to obtain the required insurance within fourteen (14) days upon acceptance of the proposal City Commission. Submitted proposals shall include a completed Statement of Insurance Compliance form provided as an Attachment C of the solicitation.

6. **Question:** When we clicked on the link for OpenGov on the first page of the RFP, the link takes you to a page with a 404 error; however, the link on page 2 works and the link brings you to the portal. We believe the word "portal" is missing from the link on the first page. Overall, the portal appears to have uploads for several items separate from the "1 full PDF" at the end of the list of "required response" items. Would the City please clarify the language on page 31 to provide 1 full PDF and the information noted on pages 40-42 of the RFP?

   Answer: The correct link is as follows: https://procurement.opengov.com/portal/cityofnsb

**ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME**

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

**Addendum 2: March 14, 2025**

**RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)**

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01). issued February 27, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

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This addendum impacts all vendors interested in submitting proposals for this solicitation.

**Questions/Answers:**

1. **Question:** Under Section I.A (Summary), paragraph 4 states, "the awarded firm will also conduct the water main inspection for this contract".

   Section IV.A also states, "the awarded firm will provide the water main inspection for this contract". Section V.G (Experience) has a contradictory note that states, "the NSBU staff is responsible for the CEI of Underground and Aboveground utilities" Can the City clarify who will be responsible for the inspection of the underground utilities including density testing, pressure testing, witnessing of taps, line stops, tie-ins to mains, and all other testing required per contract and NSBU?

   **Answer:** CEI firm selected will provide the water main and sanitary sewer improvements inspection services. NSBU staff will provide in-house electrical inspectors for all overhead to underground electric conversions.

**ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME**

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

NEWKIRK ENGINEERING INC.

RFP 09-25-ENG

# PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR OVERSIGHT OF THE WASHINGTON STREET ROADWAY IMPROVEMENTS (FPID NO. 447711-1-54-01)

# Table of Contents

8. Statement of Interest and Introductions ..... 3
9. Company History, Company Qualifications, Capabilities, and Capacity ..... 6
10. Qualifications and Abilities of Project Team ..... 10
11. Experience ..... 20
12.Project Plan ..... 22
13. Workload Capacity ..... 23
14. References ..... 24
15. Financial Stability ..... 25
16. Sams.Gov and Division of Corporation Registration ..... 41
17. City Required Forms ..... 42

March 19, 2025

**Janet Vivian**
Purchasing Agent
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

**Re: *RFP 09-25-ENG (447711-1-54-01) Professional Services for CEI Oversight of the Washington Street Roadway Improvements for the City of New Smyrna Beach***

Dear Selection Committee:

Newkirk Engineering, Inc. is pleased to submit this statement of interest to the City of New Smyrna Beach for CEI Services. Founded by Mr. Newkirk in 2013, NEI is a multi-disciplinary engineering firm with experienced, practical, and technically proficient staff. NEI has experience working for similar sized local municipalities on projects key to their community, as well as managing larger projects for FDOT and local municipalities. We understand the importance of providing schedule and budget stability and ensuring staff availability.

NEI has a dedicated CEI Division that has provided professional Construction Engineering and Inspection (CEI) services for over eight years. Under the leadership of Bradley Bauknecht, PE, Vice President, this division has rapidly expanded, establishing a **strong track record** of efficiently overseeing public works projects while **maintaining high safety and quality standards**. In 2022, Thomas Delli Bovi, PE, joined NEI to further expand the CEI Division, bringing additional expertise in transportation, infrastructure inspection, and contract administration.

Our CEI team is composed of highly skilled professionals. With our diverse and experienced team, NEI can proactively manage project challenges, mitigate risks, and maintain full compliance with all regulatory requirements. Our CEI staff is well-versed in FDOT and Utility construction standards, making us the ideal partner for the Washington Street Roadway Improvements for the City of New Smyrna Beach.

What sets NEI apart from other CEI firms is our ability to integrate **expertise across multiple engineering disciplines**. While many CEI firms focus exclusively on inspection, NEI offers a holistic approach, leveraging site development, transportation engineering, and landscape architecture expertise to **deliver more efficient, cost-effective, and sustainable project solutions**. At NEI, we believe in more than just delivering projects—we believe in strengthening communities.

NEI currently has 35 team members and is continuing to grow offering additional service areas and greater abundancy. Our average annual revenue for the past five years is roughly $5 million dollars, and our work volume has grown each year as our staff continue to excel and grow in their roles, striving to surpass the industry's standards. NEI understands that CEI services are vital to ensuring project integrity. We take great pride in working alongside Florida municipalities to build safe, sustainable, and high-quality infrastructure that benefits residents and businesses for generations to come. The NEI team is fully prepared to **provide the dedicated support, leadership, and engineering expertise** necessary for successful project completion.

Our vital staff members are fully committed, eager, and readily available to work with the City on this contract. We recognize that the City needs a consultant who will provide quality services with innovative solutions on time and within budget and who will prioritize this contract. Our Company Principals are hands-on individuals who will be directly involved with this contract. Our Team can fully commit to this contract and go beyond to assist the City of New Smyrna Beach by any means necessary.

**Thank You for Your Consideration**
On behalf of our entire team, I sincerely appreciate the opportunity to submit this statement of interest. We look forward to discussing how NEI can provide exceptional CEI services for this project and contribute to the long-term success of New Smyrna Beach infrastructure initiatives.

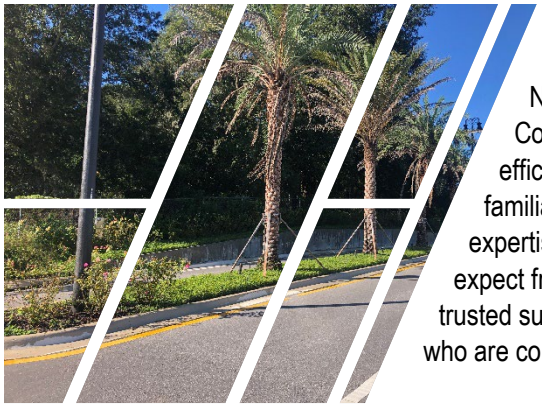
Sincerely,

Bradley Bauknecht

**NEWKIRK ENGINEERING, INC.**
**Brad Bauknecht, PE Vice President**
Mobile: 386-290-6844

# 8. STATEMENT OF INTEREST & INTRODUCTIONS

*RFP 09-25-ENG (447711-1-54-01)*
*Professional Services for CEI Oversight of the Washington Street Roadway Improvements*



**Newkirk Engineering, Inc.** was founded in Ormond beach in 2013 by Mr. Harry Newkirk as a privately-owned Small Business registered as a Florida "S" Corporation. Since 2013, NEI grown to house a diverse and robust team able to efficiently deliver any of the anticipated tasks listed in the Scope of Services. We are familiar with city contracts and have proposed team members with the availability, expertise, and flexibility required to provide the smooth project deliveries that residents expect from government projects. Furthermore, our 7-year working relationship with our trusted subconsultant Consor. Making us a strong and dependable group of individuals who are committed to exceeding the needs of this contract.

## Newkirk Engineering, Inc

### Years in Business
**12 (Since 2013)**

### Company Size (35)
7 Professional Engineers
2 Engineering Interns (EI)
5 Drafters
3 Contract Support Specialists
12 Inspectors
1 Landscape Architect
5 Support Staff

### Volusia County Locations
Ormond Beach
DeLand

### Services
Construction Engineering & Inspection (CEI)
Site Development
Roadway Design
Drainage Design
Utility Design
Permitting
Landscape Architecture
Public Engagement

**The project team** will consist of twelve personnel: Brad Bauknecht, PE, serving as the contract's primary contact and **Project Administrator** for the Washington Street Roadway project. Thomas Delli Bovi, PE will serve as our **Senior Project Engineer** and Tyler Malmborg, PE as **Quality Control.**

NEI staff will include: Andrew Carden**, Senior Inspector,** Mike Arnold**, Senior, Inspector**, Jeffrey Rodriguez**, Senior Inspector**, Ian Bonk, **Inspector**, Justin Teall, **Inspector** and Tino Van Horen as **Assistant Contract Support Specialist.** Consor staff: Chris Westbrook**, Senior Inspector,** Chris Crouch **Senior Inspector** and William Duncan**, Inspector.**

NEI strives to help our local municipalities expand and flourish. **The vast majority of our NEI staff live in Volusia County.** Meaning that we approach all assigned projects with a sense of ownership that stems from our pride as locals. Alongside Mr. Harry Newkirk, Newkirk Engineering is also owned by Tyler Malmborg, PE and Brad Bauknecht, PE. Our Principal Owners oversee all aspects of the project planning, design, and execution. This high-level oversight allows us to optimize processes, minimize delays, and successfully deliver projects to our clients. This trio of trusted advisors has diverse backgrounds and complementing skillsets to ensure any city project is planned and completed in a professional, timely, and economical manner.



1230 North US Highway 1, Suite 3
Ormond Beach, FL | 32174



125 East Indiana Ave., Suite A
Deland, FL | 32724



1146 Bell Shoals Rd Suite 101
Brandon, FL | 33511

NEI is authorized to perform engineering and landscape architecture services in the state of Florida and holds FDOT prequalification's for Design and CEI activities.

We are confident that our local presence and sensitivity to the community's history and concerns will benefit the City of New Smyrna Beach by providing you with innovative technical solutions, personal responsiveness, and increased value. We pledge to provide the level of service, responsiveness, understanding, and professionalism required to support the City's project. The entire NEI team, including all sub-consultants, look forward to offering our support to the City of New Smyrna Beach and its ever-growing community.

2121 Old Hickory Tree Road
St. Cloud, FL 34772 | 888.451.6822

March 24, 2025

**City of New Smyrna Beach**
Purchasing Division
210 Sams Avenue
New Smyrna Beach, FL 32168

**RE: Professional Services for Construction Engineering and Inspection (CEI) for Oversight of the Washington Street Roadway Improvements (FPID No. 447711-1-54-01)**

Dear Selection Committee Members:

**Consor Engineers, LLC (Consor)** is pleased to present this statement of interest to the City of New Smyrna Beach (City) for the currently advertised CEI for Oversight of the Washington Street Roadway Improvements project.

Consor is a North American transportation infrastructure consulting firm offering construction and program management, construction services, planning, design, and structural assessment across the transportation sector. People choose Consor because they know they will get a better experience—and be better for the experience—whether they're a teammate, a client, or a partner. More than 1,750 individuals, including 450+ construction professionals, service clients from 99 locations across the US and Canada, including 20 offices in Florida.

Consor's surplus of experience combined with our hand-selected team members allows us to serve as a true extension of the City's staff. As with all projects, Consor has completed the necessary groundwork to assemble a dedicated and experienced team comprised of senior leaders who ensure flexible, efficient, and thorough project deliverables. As demonstrated throughout this proposal, our team has an extensive history of performing on similar projects for local agencies. Our additional qualifications include:

- **Qualified team members:** Our proposed inspection team has extensive construction experience, providing them with a comprehensive understanding of all aspects of construction-phase services. This background makes us ideally suited for the contract, as we can anticipate potential construction issues and proactively address them before they become problems for the contractor.
- **Multi-discipline expertise:** We have the capability to tackle every need across the life cycle of transportation and water projects—from planning and design to construction and operations.
- **FDOT-prequalified:** Consor is prequalified in Group 10.

We have the leadership, critical technical expertise, and familiarity with FDOT procedures and City preferences to ensure this contract will be a resounding success. Our depth of knowledge and resources allows us to provide timely, personal service while acting as a true extension of your staff. If you have any questions related to this submittal or require additional information, please call Charles Woerner at 407.942.7992 or email him at cwoerner@consoreng.com.

Sincerely,
Consor Engineers, LLC



David Bowden, *EVP, East Region Executive Director*
407.873.1905 | dbowden@consoreng.com

**Newkirk Engineering, Inc.** was founded in Ormond beach in 2013 by Mr. Harry Newkirk as a privately-owned Small Business registered as a Florida "S" Corporation. Since 2013, NEI grown to house a diverse and robust team able to efficiently deliver any of the anticipated tasks listed in the Scope of Services. In 2016 Tyler Malmborg, PE joined the company to establish and lead the NEI transportation engineering division. Bradley Bauknecht, PE joined NEI in 2017 and began the Construction Engineering and Inspection Services Division. Quickly expanding, Thomas Delli Bovi, PE has been leading the expansion of the CEI Division since he joined NEI in 2022.

Our CEI division has provided professional consulting services for eight (8) years and within that time we have added a team of Senior Project Engineers, Project Administrators, Senior Inspectors, Inspectors, and Contract Support Specialists. We are familiar with city contracts and have proposed team members with the availability, expertise, and flexibility required to provide the smooth project deliveries that residents expect from government projects. Furthermore, our 8-year working relationship with our trusted subconsultant Consor. Making us a strong and dependable group of individuals who are committed to exceeding the needs of this contract.

Today, our services include land development, roadway, drainage, utilities, landscape architecture, construction engineering inspection, and transportation engineering services. Our team has expanded to 35 qualified employees in three offices (Ormond Beach, Deland, & Tampa/Brandon). In addition to offering services to private and local agencies, Newkirk Engineering, Inc. is qualified to provide State and Federal Engineering services.

### Internal Process

Newkirk Engineering fully believes that Quality Control begins before any work starts in the field. At this point, discussions are critical with the inspection staff and the Contractor. Newkirk Engineering guarantees clear and concise communication to ensure the smoothest project possible. NEI fully believes that lessons learned are priceless experiences and can be easily shared to prevent rework. Pre-work meetings will be held to review upcoming new work activities. The Contractor's representatives, Subcontractor's representatives, NEI's Project Administrator, and NEI's Senior Inspector will attend these meetings. The Contractor will be asked to have their foreman or superintendent, who will supervise the work, attend.

The discussion of the meeting will generally include a statement of the intent of the meeting, the parties involved in the meeting, the specific work to be done, how the Contractor intends to do the work, reading and understanding of the specifications pertaining to the work and review of the QC checklists, discuss who will be doing what, how the work product is to be accepted and paid for, the schedule for the work, when the work starts and planned finish. Additionally, safety awareness is discussed and advised. The meeting aims to improve communications and arrive at a product that meets the requirements, thus, achieving quality. In addition, Newkirk Engineering strives to work in partnership with the Contractor and to hold crucial conversations as soon as possible and as often as possible to minimize any issues.

Our Quality Control includes the day-to-day activities performed by Newkirk Engineering's CEI team to properly inspect methods, review, monitor, test, and document the materials and workmanship being incorporated into the constructed project. Inspection operations for unique case elements of the work that are not addressed will be developed as required and to the satisfaction of the City of New Smyrna. NEI is committed to providing trained personnel with the certification to do their assigned job. All our personnel on this project will maintain and keep their required CTQP certifications current. Materials records will be logged and maintained for the

project's duration and will be available for periodic audit and review. Failed tests will be noted and handled as per the County/City standards.

While we were on the I-95/SR 9 from S. of Dunn Avenue to Airport Road project, our inspector made us aware that there was a subcontractor who was placing structural asphalt by hand, rather than with a paver. After discussing it together with the prime contractor, we discovered that there was not a pre-paving meeting held at this point in the project. This was completely unacceptable in all forms of this project. As a result, we had the QCRR corrected, and all structural asphalt that was placed incorrectly had to be removed and replaced according to the Standard Specification, and there was to be no extra cost to the department.

### Job Site Controls

Before any project begins, NEI reviews and documents existing conditions throughout the project site. This is achieved through videos, photos, and adjacent property reviews. Any areas with any known prior issues are appropriately documented and conveyed to the property owner for repairs. At the same time, our inspectors are available to oversee the project, address any questions about the project, and escalate concerns quickly and effectively. During construction, extreme due diligence is taken to protect existing infrastructure above or below ground. Work items are discussed at each meeting to address surrounding infrastructure that could be affected. All emergency contact information is diligently kept accurate and up to date in case anything does occur in the field, reducing potential downtime.

On the SR 500/US 192 from Osceola C/L to Brandywine RD/Columbia LN project, we had an accident involving the attenuators being struck by a drunk driver who left the scene. Once we reviewed the information and footage our Inspector's dash cam caught, we were able to identify the driver by their tag and hand it over to the proper authorities. This allowed us to file damages on the insurance claim to get the repairs completed via a Work Order rather than FDOT having to fund the repairs.

### Best Management Practice

Understanding the Contractor's schedule is vital to reducing project delays for both time and money. However, we have found that by looking ahead of the anticipated schedule, we can prepare for potential issues, and even more importantly, we guarantee that the controlling items of work are always progressing forward. NEI spends time ensuring we understand the Contractor's schedule and multiweek look-ahead. We use lessons learned from previous projects to anticipate and overcome future issues. We partner with the Contractor to seek solutions that minimize time and money overruns, along with a feedback loop from the Engineer of Record (EOR).

On the US 92 (SR 600) from the Halifax River Bridge to SR A1A project, despite our best efforts to give continual reminders in the progress meetings, there was a Special Provision in the plans the contractor failed to prepare for, which shut down all visible work from March 8th to April 9th, 2023, due Spring Break Season. As soon as our team was made aware of the issue, we worked hand in hand to find controlling items of work that could be accomplished without violations of the Technical Special Provisions, such as the tender house updates and repairs that could be done without the traveling public being affected or slowing down the contractor's scheduled completion date.

### Job Site Safety Performance Metric

NEI believes that everyone entering our job site shall leave the same way they arrived. To achieve this, Maintenance of Traffic (MOT) is the most critical part of the job. With so many operations being worked on at once, it is easy to get complacent, so we ensure that safety is discussed daily in the field and on record weekly in meetings. NEI will discuss a relevant safety topic of the week involving the current work activities during our progress meetings. Field reviews will be performed regularly to ensure work zone safety and ADA accessibility. Sites will be secured during weekends, holidays, and even emergency events. All inspection staff on-site will maintain Advanced MOT during the life of each project.

### Experience with FDOT and Cities/Counties

Our entire team has experience working with and under FDOT and Cities/Counties. NEI's staff is full of experienced and knowledgeable members trained to know exactly what FDOT/Cities/County wants and expects. We represent FDOT's values and goals with the utmost regard and use them as a base in City/Counties areas. We ensure all staff are adequately trained from day one and maintain their CTQP certifications required for the job. This allows our Inspectors to have all the training needed to prioritize each item on a project with thorough attentiveness and methodical responsiveness.

Brad Bauknecht, PE, has worked previously for FDOT for over 17 years and has been working for NEI for the last six years as VP and Director of CEI. He has firsthand experience in accomplishing FDOT projects with superior performance and standards. Not only does NEI have a team that speaks FDOT expectations fluently but also possesses the skills and knowledge to ensure every issue is met with swift responsiveness and direct results. NEI understands its role as a solution based on minimizing project issues along with cost and time overruns.

Our talented team's experience widely varies for all types of projects. NEI's expertise includes but is not limited to projects involving Roadway, ITS, Signalization, SP&M, Utility, Stormwater, Demolition of Buildings, Lighting, extensive Asphalt, Bridge projects, including Bridge Repair, Landscape, Security, and maintenance contracts.

### Construction Administration

NEI's **Construction Administration** will ensure the efficient execution of the project while maintaining compliance with contractual obligations and project specifications. NEI will coordinate and lead a pre-construction conference with the city, Contractor, and key stakeholders to outline the project scope, schedule, and safety protocols. Ongoing office support will be provided to facilitate seamless communication and documentation throughout the construction process.

Weekly on-site inspections will be conducted to monitor progress, verify compliance with plans and specifications, and address any emerging issues. In addition, NEI will organize and lead weekly progress meetings with the City and Contractor to track milestones, discuss challenges, and ensure alignment with the project schedule. Responsibilities will also include processing and reviewing shop drawings, interpreting project plans and specifications, and providing technical guidance as needed. Pay applications submitted by the Contractor will be thoroughly reviewed and approved to ensure accuracy and compliance with contract terms. **NEI** will also verify that the Contractor maintains proper records, including up-to-date documentation of as-built conditions.

As part of the project closeout, **NEI** will prepare record drawings based on information submitted by the Contractor and provide a digital copy of the computer-generated drawings to the City. A final inspection will be conducted to confirm that all work meets contractual and regulatory standards before project turnover. Payment for services will be made in accordance with the tasks performed, and a progress report or other means of verification will be submitted with each invoice to attest to the work completed. These services will be provided over a 540-calendar-day construction timeline to ensure timely and successful project completion.

### Staff on Site

NEI's Senior Inspection Staff will ensure continuous oversight of construction activities by providing on-site monitoring for 40 hours per week. **NEI's Staff** will be responsible for measuring, computing, and verifying the quality of work performed and the quantities of materials used to support accurate partial and final payments. Coordination with the Contractor will be a key function, ensuring that monthly payment requests and material quantities are properly documented and reviewed. **NEI's Staff** will also facilitate construction activities in collaboration with the City/County and will actively participate in weekly construction meetings to discuss progress, address concerns, and maintain project alignment. Additionally, they will manage Requests for Information (RFIs) and Change Orders in coordination with the Contractor, ensuring timely resolution of design clarifications and modifications. Regular reviews of updated record drawings provided by the Contractor will be conducted to track as-built conditions accurately. **NEI's Staff** will also attend the pre-construction conference to gain a comprehensive understanding of project expectations. Serving as the Engineer's primary point of contact throughout construction, **NEI's Staff** will maintain detailed daily reports documenting project progress, workforce presence, weather conditions, safety compliance, and security measures. These efforts will contribute to the successful execution of the project while maintaining transparency and accountability throughout the construction process.

### Quality of Performance

**NEI** has made its quality reputation by delivering superior projects, consistently closing out every project on time and with zero PAR comments. Our streamlined processes help prevent errors and concerns, **ensuring efficiency and accuracy** at every stage. This is achieved through thorough organization, in-depth reviews after every cutoff, and maintaining the most up-to-date accounting on time and budget. We ensure that all priority documents are accounted for, and that clear and concise communication remains a top priority. NEI consistently closes the loop on project communications to ensure nothing is overlooked.

As part of our commitment to quality, NEI will team with **Consor**, to provide additional support for the project. Together, we will oversee, coordinate and **meet the required standards**, and submit reports detailing both passing and failing test results. Additionally, NEI has the capability to use nuclear gauges for density testing, allowing for precise and efficient compaction verification. This rigorous quality assurance process guarantees that the project is executed to the highest industry standards and completed with excellence.



## EDUCATION
B.S. Civil Engineering, Florida State University, 1998

## YEARS OF EXPERIENCE
26 Years Total

## YEARS WITH FIRM
8 Years

## PROFESSIONAL LICENSES
Florida Professional Engineer #75388

## AREAS OF EXPERTISE
•Construction Inspection
•Quality Assurance
•Project Management and Engineering
•Construction Management and Administration
•Planning and Coordinating Field Operations
•Contract Documents
•Field Engineering

## CONTACT INFORMATION

**Newkirk Engineering, Inc.**
1230 North US Highway 1, Suite 3
Ormond Beach, FL 32174

bradb@newkirk-engineering.com

Office: (386) 872-7794
Cell: (386) 290-6844


# BRAD BAUKNECHT, P.E. Vice President of NEI

Bradley Bauknecht has twenty-six years of experience performing civil engineering in Florida, with a strong background in federally funded transportation projects. His construction and design experience allow him to be very effective in making decisions quickly and efficiently. Mr. Bauknecht's years of experience in reviewing construction drawings and specifications give him the ability to look ahead on construction projects to see what possible issues might arise during various stages of construction. His experience includes managing both traditional Design-Bid-Build and Design-Build deliveries. His strong communication skills and relationships with contractors, Cities, Counties, Florida Department of Transportation, and other State agencies makes a vast difference on production of plans into the workforce and construction management.

## RELEVENT PROJECT EXPERIENCE

**Group 224: US 92 (SR 600) from the Halifax River Bridge to SR A1A**
The improvements under this Contract consist of corridor improvements including milling, resurfacing, overbuild, widening, drainage structures, signing, pavement markings, mast arms, lighting, ITS, and utility improvements. Mr. Bauknecht serves as the Project Administrator on this contract. His duties include planning and organizing the work of all staff members; developing & reviewing policies, methods, practices, and procedures; and reviewing all programs for conformance with Department standards.; provides overall on-site administrative and technical management and ensuring that the project is completed on time and below budget.

**Group 197: I-95/SR 9 from S. of Dunn Avenue to Airport Road & SR-44 from SR-415 to East of I-4**
I-95/SR9 consisted of resurfacing 5.75 miles of I-95 from Dunn Avenue to Airport Road in Volusia County. This project is a pilot project for Automated Machine Guidance (AMG) paving and construction operations. This is the second pilot project in the State that is implementing AMG construction technology. Key project components include AMG Construction, Deep Mainline Milling and Resurfacing, Ramp Widening and Reconstruction, High Friction Surface Treatment, and management of evacuations and emergency road closures. SR-44 consisted of resurfacing 9.75 miles of SR-44 from SR-415 to East of I-4 in Volusia County. Key project components include Mainline Milling and Resurfacing, Median and Shoulder Work, Pedestrian traffic control plans and management of evacuations and Safe Signal Changeout. Mr. Bauknecht is currently serving as the Senior Project Engineer on these projects. His duties include planning and organizing the work of all staff members; developing review policies, methods, practices, and procedures; and reviewing all programs for conformance with Department standards.; provides overall on-site administrative and technical management and ensuring that the project is completed on time and below budget.

**Emergency Contract US 1 Volusia and Flagler Counties (Hurricane Matthew)**
SR A1A in Flagler County sustained major damage due to Hurricane Matthew. Major roadway damage occurred between 22nd Street and 9th Street on US 1. The project consisted of reconstruction of the roadway and reopening it within 15 days of the contract signing. Mr. Bauknecht served as the Project Manager for FDOT and was responsible for the overall contract management administration and coordination of CEI services on this contract. His tasks included highly complex and specialized construction engineering administration and inspection that occur throughout the full duration of the project.



## Thomas Delli Bovi, P.E.

Mr. Delli Bovi is a professional engineer with over 11 years of experience in FDOT Construction and Maintenance coast-to-coast. He began his career as a PE Trainee with The Department where he developed an understanding of their practices and policies. Upon earning his PE License, he was promoted to Operations Program Engineer where he worked with Asset Maintenance contracts, routine & special maintenance projects, and permitting. Soon afterward, he became an Operations Construction Engineer where he managed their construction work program alongside his team.

Mr. Delli Bovi firmly believes in symbiotic relationships and building those relationships with FDOT staff, contractors, other consultants, and even the public. Through these relationships, and understanding the roles we play in them, there are no issues that can't be solved. Also, he believes it is necessary to remain proactive to minimize cost and delay issues from arising.

### EDUCATION
Master's in Civil Engineering, University of South Florida

### YEARS OF EXPERIENCE
11 Years Total

### YEARS WITH FIRM
3 Years

### PROFESSIONAL LICENSES
Florida Professional Engineer #83322

### AREAS OF EXPERTISE
•Contract Management, administration, and production
•Project Management and Engineering
•Planning and Coordinating Field Operations
•Permit Process

### CONTACT INFORMATION
**Newkirk Engineering, Inc.**
1230 North US Highway 1, Suite 3
Ormond Beach, FL 32174

tdellibovi@newkirk-engineering.com

Office: (386) 872-7794
Cell: (813) 727-1317

### RELEVENT PROJECT EXPERIENCE

**Harmon Road Extension**
The project consists of constructing the remaining gap in Harmon Road between Ocoee Apopka Road to Marden Road, including stormwater system construction, fire station site preparation, and signalization of the intersection at Harmon and Ocoee Apopka Road, utilities, and lighting. Mr. Delli Bovi served as the Project Administrator for this contract. He proactively worked with Southland Construction, Inc. to ensure a safe and successful project. He was responsible for the daily oversite of the project and coordination with adjacent projects. Providing solutions and assisting the Contractor were key efforts for the project success.

**Resurface Suncoast in Hernando County MP 44.5 to 55.2**
This project consists of milling and resurfacing of the friction course, replacement of pavement markings, and other incidental construction along the Suncoast Parkway (SR 589) from MP 44.50 to MP 55.20. Mr. Delli Bovi served as the Project Administrator for this contract. He proactively worked with Ajax and Florida's Turnpike Enterprise to ensure a safe and successful project. He was responsible for the daily oversite of the project and coordination with adjacent projects. Providing solutions and assisting the Contractor were key efforts for the project success. The unique feature for this job requires the milled surface to be open to traffic a minimum of one day to a maximum of three days.

**Tampa Construction**
Mr. Delli Bovi served as Tampa Operations Program Engineer till June 2018 where he was promoted to Resident Construction Engineer. His duties during this time included overseeing the construction work program for Tampa Operations, developing staff to perform at higher levels, handling escalated construction issues and providing insight into policy development and changes. He trained and developed a staff of 16 people while also overseeing 20 plus construction projects a year that totaled more than $100 million. He strived for "complete" construction projects where there were no issues remaining after final acceptance whether the work was originally included in the contract or not. This helped alleviate future issues that needed maintenance support or a separate fast-response contract.



## Tyler Malmborg, P.E. (NEI) [Florida PE #75630]

Project Role: Quality Assurance
Location: 125 E. Indiana Avenue, Suite A, Deland, Florida, 32724
Years Experience: 13 Years at Firm: 7
Email: Tylerm@newkirk-engineering.com Phone #: (386) 748-6502

Mr. Malmborg has thirteen years of experience performing civil engineering in Florida. He has designed and managed transportation improvement projects throughout the state of Florida, including serving as the Engineer of Record for various FDOT and municipal roadway design projects. He gained valuable understanding of construction practices and common challenges while working as a Construction Project Administrator and Construction Project Manager for FDOT District 5. Tyler Malmborg, P.E., is aware of the procedures and documentation needed for a final estimates package, will ensure that the Quality Control and Quality Assurance Plan is properly implemented, and that prompt corrective actions are taken when necessary.

**Education**: Bachelor's in Civil Engineering - University of Florida

**Training/Certifications**: Asphalt Paving - 1 & 2, Earthwork Construction Inspection - 1 & 2, Final Estimates – 1 & 2, Advanced Maintenance of Traffic, MSE Wall Inspector, Auger Cast Pile, Critical Bridge Construction, Critical Structures, Construction Issues, Technology Resource Awareness, Public Records, Post-Tension, Grouting Training, Quality Control Manager, FL Stormwater Erosion & Sediment Control Inspector, Nuclear Gauge Safety & HazMat.



## Jordan Gibson (NEI)

Project Role: Project Administrator
Location: 1230 North US Highway 1, Suite 3, Ormond Beach, FL 32174
Years Experience: 10 Years at Firm: 6
Email: jordang@newkirk-engineering.com Phone #: (386) 562-4752

Jordan Gibson is an experienced Senior Inspector who has worked on projects throughout Brevard, Volusia, and Seminole Counties. His responsibilities include all aspects of day-to-day Construction Engineering Inspection (CEI) of roadway, like ensuring quality control and contractor compliance with contract plans and specifications, performing daily verification and reporting on quantities of work installed; and anticipating potential conflicts with as-built drawings and design plans to minimize delays to work schedule.

**Education**: High School Diploma from Silverado High School

**Training/Certifications**: Concrete Field Tech 1, FDOT Concrete Field Inspector 1, ACI Concrete Field-Testing Grade 1, Asphalt Paving – 1 & 2, Earthwork Construction Inspection - 1 & 2, Final Estimates – 1 & 2, Advanced Maintenance of Traffic, MSE Wall Inspector, Auger Cast Pile, Critical Structures Construction Issues Training, Technology Resource Awareness, Public Records Training, Florida Stormwater, Erosion & Sedimentation Control Inspector, Pile Driving Inspection, Drilled Shaft Inspection, Radiation Safety Officer, Nuclear Gauge Safety & HazMat, Earthworks Records System Training D5, and Equal Opportunity Compliance.

**Project Experience:**

- Resurfacing - SR A1A from Milsap Rd. to Just N of SR 40 (Granada Blvd.) | Volusia County
- Bridge Fender Repairs - SR-40 over Halifax River | Volusia County
- Construction Improvements - I-95/SR 9 from S. of Dunn Ave. to Airport Rd. | Volusia County
- Resurfacing - I-4 Westbound from West Lake Mary to Volusia County Lines | Volusia County



## Andrew Carden (NEI)

Project Role: Senior Roadway Inspector
Location: 1230 North US Highway 1, Suite 3, Ormond Beach, FL 32174
Years Experience: 9 Years at Firm: 5
Email: andrewc@newkirk-engineering.com Phone #: (386) 320-2408

Andrew Carden has worked on projects ranging from residential subdivisions to large city improvement developments, including permit coordination, contacting, and scheduling. He has been responsible for reviewing roadway plans, inspecting paving operations, verifying, and reviewing the QC roadway reports, traffic shift inspections, SWPPP inspections, MOT verifications, structural concrete verification, bridge deck installation inspection, earthwork verification, drainage system verification, and inspecting utility and I.T.S. installations.

**Education**: High School Diploma from Deland High School

**Training/Certifications**: Final Estimates 1, Asphalt Paving – 1 & 2, Earthwork Construction, Inspection – 1 & 2, Advanced Maintenance of Traffic, MSE Wall Inspector, Critical Structures Construction Issues, Technology Resource Awareness, Florida Stormwater, Erosion & Sedimentation Control Inspector, Nuclear Gauge Safety & HazMat, Pile Driving Inspection, Drilled Shaft Inspector, FDOT Concrete Field Inspector – 1, and ACI Concrete Field-Testing Grade 1.

**Project Experience:**

- Widening - SR 429 from West Road to SR 414 | Orange County
- Construction Improvements - I-95/SR-9 from S. of Dunn Avenue to Airport Road | Volusia County
- Maintenance Continuing Services Contract | Leesburg and Brevard County
- LAP Landscaping - SR-40 (Granada Boulevard) Median | Volusia County



## Mike Arnold (NEI)

Project Role: Senior Roadway Inspector
Location: 1230 North US Highway 1, Suite 3, Ormond Beach, FL 32174
Years Experience: 9 Years at Firm: 3
Email: marnold@newkirk-engineering.com Phone #: (937) 931-1529

Mike Arnold came from P&S Paving working on the paving crew as a level 2 QC tech. His responsibilities include all aspects of day-to-day Construction Documenting on state paving reports and cross slope sheets. Documenting on company QC daily reports. Documenting pictures and drawings with summaries. Preforming rolling straightedge process and documenting on the straightedge report. Communicating with VT's on-site and in the lab also with the paving foreman and lead man.

**Education**: High School Diploma from Deltona High School
**Training/Certifications**: Asphalt Paving – 1 & 2, Earthwork Construction Inspection - 1 & 2, Advanced Maintenance of Traffic, MSE Wall Inspector, Auger Cast Pile, Critical Structures Construction Issues Training, Technology Resource Awareness, Public Records Training, Florida Stormwater, Erosion & Sedimentation Control Inspector, Nuclear Gauge Safety & HazMat, Earthworks Records System Training D5, and Equal Opportunity Compliance.

**Project Experience:**

- Rehabilitation of existing pavement - SR 40 from Marion County Line to Volusia County Line | Lake County
- Resurfacing - SR 500/US 192 from Osceola C/L to Brandywine Rd/Columbia LN | Brevard County
- Construction Improvements - I-95/SR 9 from S. of Dunn Ave. to Airport Rd. | Volusia County
- Resurfacing - SR 5/US 1/Route 1 from Woodland Ave to Flagler County | Volusia & Flagler County



## Ian Bonk (NEI)

Project Role: Inspector
Location: 1230 North US Highway 1, Suite 3, Ormond Beach, FL 32174
Years Experience: 5 Years at Firm: 4
Email: ibonk@newkirk-engineering.com Phone #: (860) 309-6318

Ian Bonk works well with complex information, deciphering plans and using real world methodologies in inspection procedures. He has been responsible for project coordination, site inspections, and verification of quantities.

**Education**: Bachelor's in Science in Environmental Studies from Stetson University

**Training/Certifications**: Asphalt Paving - 1 & 2, Advanced Maintenance of Traffic, MSE Wall Inspector, Auger Cast Pile, Critical Bridge Construction, Auger Cast Pile, Critical Structures Construction Issues, Final Estimates 1, Earthwork Construction Inspector 1 & 2, Cyber Security Awareness, Nuclear Gauge Safety & HazMat, and Florida Stormwater, Erosion & Sedimentation Control Inspector.

**Project Experience:**

- Maintenance Continuing Services Contract | Seminole County
- Construction Improvements - I-95/SR-9 from S. of Dunn Avenue to Airport Road | Volusia County
- Resurfacing SR-44 from SR-415 to East of I-4 | Volusia County
- SR 44 South of Lakeshore Blvd to North of Lakeshore Blvd. | Lake County



## Jeffrey Rodriguez (NEI)

Project Role: Senior Roadway Inspector
Location: 1230 North US Highway 1, Suite 3, Ormond Beach, FL 32174
Years Experience: 20 Years at Firm: 2
Email: jrodriguez@newkirk-engineering.com Phone #: (386) 523-4276

Mr. Rodriquez' with an overall 20 years on the contractor's side, building roadways up north on I-95 and I-93 to down south on I-4 and SR414 provides a wealth of construction experience and knowledge to NEI's team. This knowledge that Mr. Rodriquez' has will help our team understand and bridge the gap to have a successful job.

**Education**: Associate's in Business Management from Massassoit Community College

**Training/Certifications**: Advanced Maintenance of Traffic, Cyber Security Awareness, Auger Cast Pile, and Critical Structures Construction Issues.

**Project Experience:**

- Harmon Road Extension | Orange County
- Senior Excavator Operator/Foreman for P&S Paving | Volusia County
- MSE General Foreman for SGL | Orange County
- Senior Equipment Operator for Middlesex Corp. | Orange County



## Justin Teall (NEI)

Project Role: Inspector
Location: 1230 North US Highway 1, Suite 3, Ormond Beach, FL 32174
Years Experience: 3 Years at Firm: 2
Email: jteall@newkirk-engineering.com Phone #: (315) 868-8149

Justin Teall is knowledgeable in FDOT specifications, procedures, and plans. He is also familiar with Microsoft office, PrC, Materials Acceptance and Certification (MAC), and One Stop Permitting (OSP). Mr. Teall before joining NEI worked in the labor field with a broad base of abilities ranging from mechanical inspection to customer service/retail skills.

**Education**: Associate's in Radio/Television Broadcasting from Herkimer County Community College

**Training/Certifications**: Advanced Maintenance of Traffic, Asphalt Paving 1, Auger Cast Pile, MSE Wall, Critical Structures Construction Issues, and ASME Certified Steel

**Project Experience:**

- Maintenance - Continuing Services Contract | Brevard County
- Construction Improvements - I-95/SR-9 from S. of Dunn Avenue to Airport Road | Volusia County
- Seam Welder for Feldmeirer Equipment Inc. | New York



## Tino Van Horen (NEI)

Project Role: Assistant Contract Support Specialist
Location: 1230 North US Highway 1, Suite 3, Ormond Beach, FL 32174
Years Experience: 6 Years at Firm: 6
Email: tvanhoren@newkirk-engineering.com Phone #: (407) 248-5427

Tino Van Horen is an Associate Contract Support Specialist (ACSS) for Newkirk Engineering, Inc. Mr. Van Horen has a background in scheduling and tracking and currently supports the CSS's in preparing and processing pay quantities for estimates. He is proficient at maintaining asphalt tracking and follow-up, and assists the wider team with project documentation follow-up and preparation. Tino is currently managing a team of permit inspectors for FDOT Brevard County Maintenance, ensuring safety and FDOT standards are met throughout its State Roads, and permit work is properly processed.

**Education**: High School Degree at Catholic Atheneum, City of Boom, Province of Antwerp, Belgium

**Training/Certifications**: Earthwork Construction Inspection - 1, Final Estimates - 1&2, Pile Driving Inspection, FL Stormwater Erosion and Sedimentation Control Inspector, Advanced Maintenance of Traffic

**Project Experience:**

- Resurfacing SR-44 from SR-415 to East of I-4 | Volusia County
- SR40 Milling and Resurfacing from SR 5 (MP 30.222) to SR A1A (MP 1.481)
- US 92 (SR 600) from the Halifax River Bridge to SR A1A



## CHRISTOPHER CROUCH | *Senior Inspector*

Chris brings 25 years of construction-related experience, including expertise in utility installations, inspections, and asphalt paving operations management. His extensive background contributes to the high quality of our asphalt and utility inspection services. Chris is known for his attention to detail, leadership in overseeing complex construction projects, and commitment to ensuring compliance with safety and quality standards across all aspects of his work. His thorough understanding of both utility and paving operations allows him to effectively manage and inspect multifaceted projects, ensuring optimal results and project success.

### EXPERIENCE

25 years

### EDUCATION

New Smyrna Beach High School, New Smyrna, FL

### REGISTRATION

TIN: C62011271

### CERTIFICATIONS

CTQP Asphalt Paving I & II
CTQP Earthwork Inspector I
CTQP Final Estimates I
Troxler Nuclear Gauge Safety
Advanced MOT
FDEP Stormwater Management Inspector

### KEY PROJECT EXPERIENCE

**5/23 – PRESENT, MARINELAND ACRES DRAINAGE AND ROADWAY IMPROVEMENTS;** ***Flagler County (Palm Coast), FL; Senior Inspector.*** The $11M project involves multiple two-lane residential roadways and related improvements, covering a total of approximately 3.7 miles in the Marineland Acres community and unincorporated Flagler County. This area currently has several dirt roads that will be upgraded with a uniform structural travel lane section and cross-section, cul-de-sacs, and others that will be resurfaced with hot mix asphaltic concrete. The site is located between SR A1A and the Atlantic Ocean coastline. Work includes right-of-way drainage improvements, such as roadside grassed swales, a pipe culvert stormwater collection system, and/or curb and gutter to convey stormwater runoff to the planned treatment area. Utility relocation and installation, including conflict resolution and coordination, are part of the roadway and drainage improvements. In addition to roadway improvements, the project also includes signing and pavement markings as needed. Responsibilities include, but are not limited to, VT reviews, maintenance of the earthwork density logbook, and testing and acceptance of underground utilities and drainage systems, as well as overseeing paving and signing activities.
Reference: Weldon Spurling, PE, 386.313.4050.

**7/19 – 2/22, WEKIVA 7B FM 240200-3-52-01;** ***FDOT — District Five; Inspector.***
The $17.8M contract involved improvements to construct SR 429/SR 46 (Wekiva Parkway Section 7B) from east of Orange Boulevard to SR 400 (I-4), covering 1.302 miles in Seminole County. The project included the widening of SR 46, utility relocation and improvements, and the installation of a new drainage system. Responsibilities included monitoring and reporting contractor activities, as well as material sampling and testing to ensure compliance with project plans and specifications. Reference: Jeff Oakes, 407.278.2735.

**4/18 – 7/19, WEKIVA 7A FM 240200-2-52-01;** ***FDOT — District Five; Inspector.*** The $108M contract involved the construction of SR 429/SR 46 (Wekiva Parkway Section 7A) from east of Longwood Markham Road to Orange Boulevard, spanning 3.041 miles in Seminole County. The project included the construction of a four-lane divided limited-access toll facility on an elevated embankment with MSE walls, as well as two one-lane, one-way non-tolled frontage roads at grade, running parallel to the Parkway. The frontage roads featured four at-grade roundabouts, while the Wekiva Parkway bridges were constructed overhead. Toward the end of the project, the two frontage road alignments converged into a six-lane divided roadway, while the Wekiva Parkway alignment curved southeast. Major work items included the construction of new roadways with four roundabouts, twelve new bridges, MSE walls, slip ramps, drainage improvements, curb and gutter, sidewalks, guardrails, traffic signals, and signage installation (including overhead and cantilever trusses). The project also involved final surface-painted pavement markings, bike lanes, lighting, Intelligent Transportation Systems, miscellaneous structures, retaining walls, two toll sites with gantries and buildings, and two "Utility Work by Highway Contractor" projects. Responsibilities included monitoring and reporting contractor activities, material sampling, and testing to ensure compliance with project plans and specifications. Reference: Jeff Oakes, 407.278.2735.



## WILLIAM CRAIG DUNCAN | *CEI Inspector*

Craig serves as an inspector for Consor with more than 14 years of experience in construction-related inspection for roadway and airport projects. His expertise includes earthwork inspection and a broad range of roadway construction inspection activities.

### EXPERIENCE

14 years

### EDUCATION

BS, Liberal Studies, University of Central Florida

### REGISTRATION

TIN: D52592367

### CERTIFICATIONS

CTQP Asphalt Paving I
CTQP Concrete Field Tech I
CTQP Earthwork I & II
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection
CTQP Final Estimate I
Troxler Nuclear Gauge Safety
Hazmat

### KEY PROJECT EXPERIENCE

**4/24 – PRESENT, FLAGER CENTRAL COMMERCE PARKWAY CONNECTOR PROJECT, BID NO. ITB23-034B/FPN 450921-1-54-01;** ***Flagler County, FL; Inspector.*** Consor provides CEI services for the construction of the new Commerce Parkway Connector roadway and new water and sewer utilities in the City of Bunnell, Florida. The project limits are between SR-5 (US-1) and SR-100, and the project length is ±1.7 miles. The project will include the construction of a two-lane, 1.7-mile roadway with 11-ft. lanes, 8-ft. (5-ft. paved) shoulders, a 5-ft. sidewalk, wildlife fencing and crossings, and a dedicated stormwater management system. In addition, the County is constructing both left and right-turn lanes on US 1 and an existing portion of Commerce Parkway just south of SR 100 will be milled and resurfaced. The stormwater management system will include the construction of five new wet detention ponds within existing right-of-way or easements, open roadside drainage swales, ditch bottom inlets, manholes, piping, and mitered end sections. There will also be the construction of box culverts with end treatments, and cross-drain culvert with three runs of 48-in pipe and end treatments. The wildlife crossings will be constructed adjacent to the proposed culverts. The new water and sewer utilities will be constructed along the length of the new roadway alignment with utility adjustments and connections in areas designated in the project plans. This effort includes but is not limited to; the construction of new potable water watermain, sanitary sewer force main, air release valves, steel carrier casing, fire hydrants, valves, fittings, restrained joints, and blow off valve assemblies. The County is also authorizing two additive bid options that include the construction of a driveway traffic-separating island structure near the intersection with SR 100 and the replacement and relocation of a custom City of Bunnell sign near the intersection with US-1. Reference: Richard Zion, PE, PG, 386.313.4051.

**1/21 – 3/24, MARINELAND ACRES DRAINAGE AND ROADWAY IMPROVEMENTS PROJECT;** ***Flagler County (Palm Coast), FL; Inspector.*** Consor provided CEI services for the Marineland Acres Improvements Project, an $11M initiative encompassing multiple two-lane residential roadway and related improvements across approximately 3.7 miles in the Marineland Acres community and unincorporated Flagler County. The area, previously consisting of multiple dirt roads, was upgraded with a uniform structural travel lane section and cross-section, cul-de-sacs, and resurfaced sections using hot mix asphaltic concrete. Located between SR A1A and the Atlantic Ocean coastline, the project included right-of-way drainage improvements such as roadside grassed swales, a pipe culvert stormwater collection system, and/or curb and gutter installations to direct stormwater runoff to planned treatment areas. The work also involved utility relocation and installation, with conflict resolution and coordination integrated into the roadway and drainage improvements. Reference: Weldon Spurling, PE, 386.313.4050.



## CHRIS WESTBROOK | *Senior Inspector*

Chris is as senior construction inspector with more than 25 years of construction-related experience in asphalt paving, earthwork construction, an concrete materials testing. He is experienced in providing quality control and verification functions and has valuable hands-on knowledge of asphalt plant laboratory materials testing. Chris has a wide range of experience working in FDOT District Five and local municipalities in the Central Florida region, making him a valuable asset as a senior inspector for this project.

### EXPERIENCE

26 years

### EDUCATION

Flagler Palm Coast High School, Palm Coast, FL

### REGISTRATION

TIN: W23111372

### CERTIFICATIONS

- ACI Concrete Field-Testing Tech I
- Advanced Maintenance of Traffic
- CTQP Asphalt Paving Tech I & II
- CTQP Concrete Field Tech I (pending)
- CTQP Earthwork I & II
- CTQP Final Estimates I
- FDEP Stormwater, Erosion and Sedimentation Control Inspector
- FDOT Critical Structures
- Troxler Nuclear Gauge Safety

### KEY PROJECT EXPERIENCE

**6/23 - PRESENT, FLAGER CENTRAL COMMERCE PARKWAY CONNECTOR PROJECT, BID NO. ITB23-034B/FPN 450921-1-54-01;** ***Flagler County, FL; Senior Inspector.*** Consor provides CEI services for the construction of the new Commerce Parkway Connector roadway and new water and sewer utilities in the City of Bunnell, Florida. The project limits are between SR 5(US 1) and SR 100, and the total project length is ±1.7 miles. The project will include the construction of a two-lane, 1.7-mile roadway with 11-ft. lanes, 8-ft. (5-ft. paved) shoulders, a 5-ft. sidewalk, wildlife fencing, wildlife crossings, and a dedicated stormwater management system. In addition, the County is constructing both left- and right-turns lanes on US 1 and an existing portion of Commerce Parkway just south of SR 100 will be milled and resurfaced. The stormwater management system will include the construction of five new wet detention ponds within existing right-of-way or easements, open roadside drainage swales, ditch bottom inlets, manholes, piping, and mitered end sections. There will also be the construction of box culverts with end treatments, and cross drain culvert with three runs of 48-in. pipe and end treatments. The wildlife crossings will be constructed adjacent to the proposed culverts. The new water and sewer utilities will be constructed along the length of the new roadway alignment with utility adjustments and connections in areas designated in the project plans. This item of work includes but is not limited to the construction of new potable water watermain, sanitary sewer force main, air release valves, steel carrier casing, fire hydrants, valves, fittings, restrained joints, blow off valve assemblies and any/all remaining appurtenances in accordance with the contract documents and project plans. The County is also authorizing two additive bid options that include the construction of a driveway traffic separating island structure near the intersection with SR 100 and the replacement and relocation of a custom City of Bunnell Sign near the intersection with US 1. Reference: Richard Zion, PE, PG, 386.313.4051.

**7/19 - 8/22, WEKIVA PARKWAY SECTION 7B IN SEMINOLE COUNTY, CONTRACT T5642, FM 240200-3-52-01, 240200-3-56-01;** ***FDOT – District Five; Senior Inspector.*** This $18M contract included construction improvements to SR 46 (Wekiva Parkway Section 7B) from East of Orange Boulevard to SR 400 (I-4), approximately 1.3 miles in Seminole County, widening of SR 46, utility relocation and improvements, new stormwater drainage system, ponds, traffic signals, and a Seminole County "utility work by other." Chris's responsibilities included monitoring and reporting contractor activities to ensure compliance with plans and specifications regarding subsoil excavation, concrete sampling and testing, earthwork, drainage, lighting, ITS, Seminole County utilities, and all other aspects of roadway construction inspections. Reference: Jeff Oakes, 407.278.2735, jeff.oakes@dot.state.fl.us.

**11/19 – 11/22, WEKIVA PARKWAY SECTION 7A - CONTRACT T5626. FM 240200-2-52-01, 240200-2-56-02 & 240200-2-56-04;** ***FDOT – District Five; Senior Inspector.*** This $110M contract included construction improvements to SR 429/SR 46 (Wekiva Parkway Section 7A) from east of Longwood Markham Road to Orange Boulevard, approximately 3.041 miles in Seminole County. The project scope includes new roadway construction for a four-lane divided limited access toll facility located on an elevated embankment with MSE walls, and two one-lane, one-way non-tolled frontage roads at-grade, parallel to the Parkway. The frontage roads include four roundabouts at-grade. The major items of work include intensive franchise utility relocations, new roadway construction with four roundabouts, 12 new

# 10. Project Team

*RFP 09-25-ENG (447711-1-54-01)*

*Professional Services for CEI Oversight of the Washington Street Roadway Improvements*

## Senior Project Engineer/Project Administrator TEAM LEAD



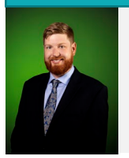
**Brad Bauknecht, PE** (NEI)
Years Experience: 26 | Years at Firm: 8
Email: bradb@newkirk-engineering.com
Phone #: (386) 290-6844

## Senior Project Engineer/Project Administrator



**Thomas Delli Bovi, PE** (NEI)
Years Experience: 11 | Years at Firm: 3
Email: tdellibovi@newkirk-engineering.com
Phone #: (813) 727-1317

## Quality Control



**Tyler Malmborg, PE** (NEI)
Years Experience: 13 | Years at Firm: 7
Email: tylerm@newkirk-engineering.com
Phone #: (386) 748-6502

## Project Administrator

**Jordan Gibson** (NEI)
Years Experience: 10 | Years at Firm: 6
Email: jordang@newkirk-engineering.com
Phone #: (386) 562-4752

## Senior Roadway Inspectors

**Andrew Carden** (NEI)
Years Experience: 9 | Years at Firm: 5
Email: andrewc@newkirk-engineering.com
Phone #: (386) 320-2408

**Mike Arnold** (NEI)
Years Experience: 9 | Years at Firm: 3
Email: marnold@newkirk-engineering.com
Phone #: (937) 931-1529

**Jeffrey Rodriguez** (NEI)
Years Experience: 20 | Years at Firm: 2
Email: jrodriguez@newkirk-engineering.com
Phone #: (386) 523-4276

## Support Inspection Staff

**Ian Bonk** (NEI)
Years Experience: 5 | Years at Firm: 4
Email: ibonk@newkirk-engineering.com
Phone #: (860) 309-6318

**Justin Teall** (NEI)
Years Experience: 3 | Years at Firm: 2
Email: jteall@newkirk-engineering.com
Phone #: (315) 868-8149

**Chris Crouch** (Consor)
Senior Inspector
Years Experience: 25

**Chris Westbrook** (Consor)
Senior Inspector
Years Experience: 26

**William Duncan** (Consor)
CEI Inspector
Years of Experience: 14

## Assistant Contract Support Specialist

**Tino Van Horen** (NEI)
Years Experience: 6 | Years at Firm: 6
Email: tvanhoren@newkirk-engineering.com
Phone #: (407) 248-5427

7 Years working together

**Sub-Consultant:**

consor

## NEWKIRK ENGINEERING, INC.

### *HARRY NEWKIRK, PE*



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

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THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

NEWKIRK, HARRY HAMILTON
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ORMOND BEACH FL 32174

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### *BRAD BAUKNECHT, PE*



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

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BAUKNECHT, BRADLEY DONALD
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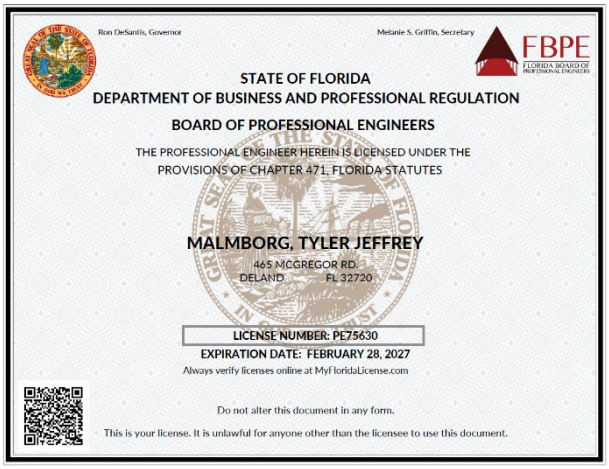
### *TYLER MALMBORG, PE*



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MALMBORG, TYLER JEFFREY
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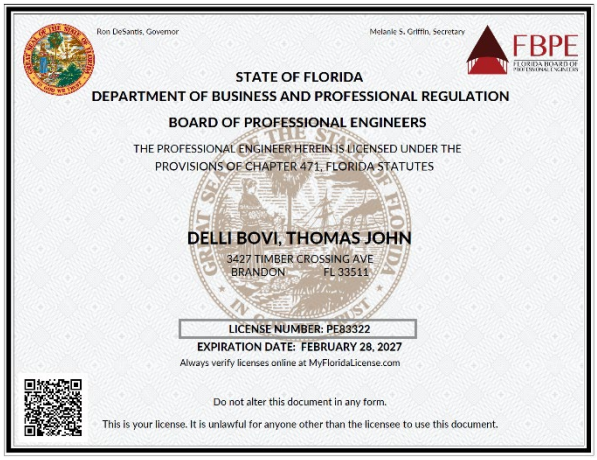
### *THOMAS DELLI BOVI, PE*



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DELLI BOVI, THOMAS JOHN
3427 TIMBER CROSSING AVE
BRANDON FL 33511

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EXPIRATION DATE: FEBRUARY 28, 2027
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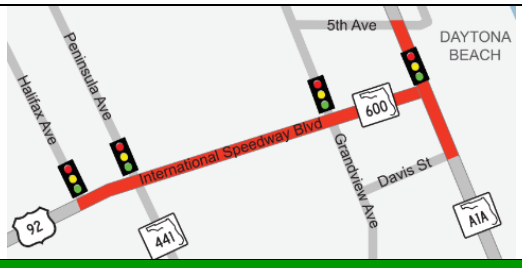
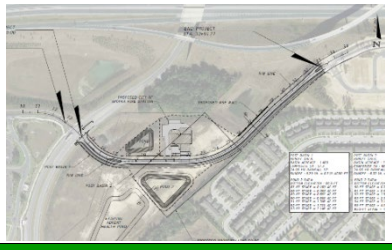
| Project Name | Owner and Contact | |
|---|---|---|
| US 92 (SR 600) from the Halifax River Bridge to SR A1A<br>**Project Cost and Time**<br>$12.2 Mil<br>February 2023-Present | FDOT D5<br>Rick Coe<br>(386) 740-3490<br>frederick.coe@dot.state.fl.us<br>1650 N Kepler Road<br>DeLand, FL 32724 |  |
| **Project Description** | | **NEI Tasks** |
| The improvements under this Contract consist of corridor improvements including milling, resurfacing, overbuild, widening, drainage structures, signing, pavement markings, mast arms, lighting, ITS, and utility improvements. | | Newkirk is providing a complete CEI team on this contract. Duties on this contract include overall on-site administrative and technical management. Tracking of quantities to process monthly progress estimates, shop drawing and submittal tracking, supplemental agreement/work order preparation, field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests. |

| Project Name | Owner and Contact | |
|---|---|---|
| Harmon Road Extension<br>**Project Cost and Time**<br>$3 Mil<br>July 2022-Present | City of Apopka<br>Pamela Richmond<br>(407) 595-6210<br>prichmond@apopka.net<br>120 East Main Street<br>Apopka, FL 32703 |  |
| **Project Description** | | **NEI Tasks** |
| A 0.36-mile roadway extension and intersection design project in the City of Apopka. The project consists of a closed drainage system with two dry retention ponds, 12-foot multi-use trail, sanitary force main, water main, and reclaimed water main extension for future proposed developments in accordance with FDEP and City of Apopka Utility Standards. Major stakeholders include Advent Health and CFX, who were both closely coordinated with throughout the project. | | Newkirk Engineering is providing inspection staff to oversee construction activities. |

| Project Name | Owner and Contact | |
|---|---|---|
| SR-40 Median Landscape – LAP<br>**Project Cost and Time**<br>$452,451<br>2020-2021 | City of Ormond Beach<br>Cara Culliver<br>(386) 676-3288<br>cara.culliver@ormondbeach.org<br>22 S Beach Street<br>Ormond Beach, FL 32174 |  |
| **Project Description** | | **NEI Tasks** |
| | | |

| | |
|---|---|
| This Landscape project involves installing ornamental palms, trees, shrubs, ground covers, removing plant materials as noted in the plans, site preparations, site restoration and retrofitting the existing irrigation system (medians 1-17 only) to be placed on central timers including, directional drill mainline and conduit under roadway and providing proper maintenance of traffic (MOT) per the FDOT accepted plans. | Newkirk Engineering provided inspection staff to oversee construction activities including quality assurance, tracking of quantities, MOT, concrete curb, and LAP checklist compliance. |

| **Project Name** | **Owner and Contact** | |
|---|---|---|
| SR-436, SR-441, East 6th Street, McGee Avenue<br>**Project Cost and Time**<br>$3.5 Mil<br>2019-2020 | City of Apopka<br>Pamela Richmond<br>(407) 595-6210<br>prichmond@apopka.net<br>120 East Main Street<br>Apopka, FL 32703 |  |
| **Project Description** | | **NEI Tasks** |
| This project included the City of Apopka City Center Road, signal, lighting, and landscape improvements. This is a conventional bid build project, consisting of 1.2 miles of roadway construction, a roundabout, drill shaft, cast-in-place (CIP) retaining walls, gravity walls, underground stormwater conveyance, utilities, replaced expansion joints, repair spalls at bridge expansion joints and landscaping. | | Newkirk Engineering provided inspection staff to oversee construction activities. |

| **Project Name** | **Owner and Contact** | |
|---|---|---|
| FIN: 240200-2: Wekiva Parkway Section 7A and 7B<br>**Project Cost and Time**<br>$152 Mil<br>March 2018 – August 2022 | FDOT D5<br>Jeff Oakes<br>(407) 278-2735<br>Jeff.Oakes@dot.state.fl.us<br>1650 N Kepler Road<br>DeLand, FL 32724 |  |
| **Project Description** | | **NEI Tasks** |
| Wekiva Parkway Section 7A and 7B is a joint multi-agency, conventional bid build project consisting of approximately 3 miles of elevated parkway road and bridge construction, subsoil excavation, surcharge, utility installations, ITS, signalization improvements, non-tolled frontage roads, sound walls, twelve (12) bridges, four (4) roundabouts under proposed mainline bridges, cast-in-place (CIP) retaining walls, mechanically stabilized earth (MSE) walls, gravity walls, automated toll gantries, underground stormwater conveyance, and a prominent amount of underground and overhead utility relocations. | | Mr. Bauknecht served as the Project Administrator and provided an ITS inspector to the project team. Duties included overseeing the quality assurance CTQP-certified field inspectors during all aspects of construction inspection. He was responsible for understanding all phases of the project and solving potential constructability conflicts before they occur. He monitored the status of the project schedule, assuring that all tasks were delivered safely in a timely manner. |

## Project Plan

The project plan for **the Washington Street Roadway Improvements** – CEI Services outlines the approach and responsibilities involved in providing Construction Engineering and Inspection (CEI) services for the construction phase of this public infrastructure initiative.

The project, located in the City of New Smyrna Beach, includes the replacement and enhancement of Washington Street through roadway reconstruction, streetscaping, intersection upgrades, and utility improvements. The awarded CEI firm will be responsible for inspecting the watermain installations, while electrical inspections will be carried out by the internal staff of the New Smyrna Beach Utility Commission (NSBU).

The primary objective of CEI services is to ensure the project is executed in reasonable conformity with the approved contract documents, plans, and technical specifications. Newkirk Engineering shall administer, monitor, and inspect the construction work to verify that it complies with all applicable regulations and standards, including those established by the Florida Department of Transportation (FDOT), the Manual on Uniform Traffic Control Devices (MUTCD), the American Traffic Safety Services Association (ATSSA), and other relevant manuals and guidelines. Services shall also be performed in accordance with environmental permits and agency-specific conditions.

Newkirk Engineering will provide daily and weekly construction inspection services, maintain accurate documentation of pay item quantities, verify contractor estimates, and conduct verification testing. Additional responsibilities include facilitating project progress meetings, analyzing project risks or issues, reviewing shop drawings, and maintaining a tracking system for submittals. Newkirk Engineering is expected to provide regular communication and coordination with the City, FDOT, the Engineer of Record, and utility providers to ensure effective project execution.

Monthly progress reports, including photographs and narrative updates, will be submitted to the City to maintain transparency and accountability. As the project concludes, the CEI firm will oversee closeout activities, including the review of contractor-developed "As-Built" plans, and the preparation of final certifications required by the City of New Smyrna Beach, the St. Johns River Water Management District (SJRWMD), the Department of Health (DOH), and FDOT.

Throughout the duration of the project, the CEI team will act as an extension of the City Engineer’s staff. In some instances, and at the written direction of the City, Newkirk Engineering may assume the role of the Construction Manager or Field Representative. The CEI will be responsible for observing the Contractor’s performance, identifying any deviations from contract requirements, and directing the Contractor to correct nonconforming work. All actions taken will align with the defined responsibilities and limitations established within the construction contract and related documentation.

Successful delivery of the CEI services will be measured by adherence to project timelines, conformance to quality standards, effective coordination with stakeholders, and the timely submission of all required documentation and certifications.

## Workload Capacity

Our workload and capacity are designed to scale seamlessly as this project moves forward. By partnering with Consor, we can effectively multiply our firm's capabilities and ensure our growing support staff is fully equipped to handle any demands that arise. Below is a chart of our team's availability showcasing our consistent resource management strategy. Currently, our CEI team includes 20 employees—and we're expanding daily to maintain the ideal balance of expertise, efficiency, and responsiveness.

**Key Points:**

- Our partnership model multiplies operational capacity.
- Consor provides critical support staff for enhanced project coverage.
- CEI's team sits at 20 employees, with ongoing hiring to support future growth.
- We maintain transparent resource allocation, as shown in the chart linked above.

### Workload and Availability

| | | | FDOT | | | | City | | | County | | | | FDOT Maintanance | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Name | Company | Position | FN 447105-1-52-01 SR40 Milling and Resurfacing from SR 5 (MP 30.222) to SR A1A (MP 1.481) | FN 442884-1-52-01 SR A1A Resurfacing from International Speedway Boulevard to Milsap Road | FN 442874-1-52-01 SR A1A Resurfacing from North of SR 40 to Roberta Road | FN 446544-1-52-01 SR A1A and Williams Avenue Signal Reconstruction | FN 443991-1-58-01 Beach St. Complete Streets | | | | | | | CMTI Brevard | | | | Availbilty for RFP 09-25-ENG (447711-1-54-01) Professional Services for CEI Oversight of the Washington Street Roadway Improvements |
| Bradley Bauknecht, PE | NEI | SPE/PA | 10% | 10% | 10% | 10% | 10% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 50% |
| Thomas Delli Bovi, PE | NEI | SPE/PA | 20% | 20% | 20% | 20% | 20% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Tyle Malmborg, PE | NEI | SPE/PA | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% |
| Jordan Gibson | NEI | PA | 0% | 0% | 0% | 0% | 50% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 50% |
| Crystal Illano | NEI | CSS | 20% | 20% | 20% | 20% | 20% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Katie Christian | NEI | CSS | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% |
| Tino Van Horen | NEI | ACSS | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% |
| Kelly Bauknecht | NEI | ACSS | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% |
| Annette Rodriquez | NEI | ACSS | 20% | 20% | 20% | 20% | 20% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Andrew Carden | NEI | Senior Inspector | 50% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 50% |
| Jefferey Rodriguez | NEI | Senior Inspector | 0% | 50% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 50% |
| Michael Arnold | NEI | Senior Inspector | 0% | 0% | 50% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 50% |
| Steven Ditommasso | NEI | Senior Inspector | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% |
| Jacob Robinson | NEI | Senior Inspector | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% |
| Wasim Khalid | NEI | Inspector | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% |
| Cody Workman | NEI | Inspector | 0% | 0% | 0% | 0% | 100% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Donald Norfolk | NEI | Inspector | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% | 0% | 0% | 0% | 0% |
| Justin Teal | NEI | Inspector | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% | 0% | 0% | 0% | 0% |
| Nathanael Frazier | NEI | Inspector | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% | 0% | 0% | 0% | 0% |
| Ian Bonk | NEI | Inspector | 50% | 50% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Chris Crouch | Consor | Senior Inspector | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% |
| William Duncan | Consor | Inspector | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% |
| Chris Westbrook | Consor | Senior Inspector | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 100% |
| Matt Godwin | Civil Site | Inspector | 0% | 0% | 50% | 50% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% |

## REFERENCES

**Client #1** Volusia County
**Address** 123 West Indiana Ave. **City, State, ZIP** Deland, FL 32720
**Contact Person** Tim Karr, Engineering Assistant, Traffic Engineering
**E-mail** tkarr@volusia.org **Phone:** (386) 290-1466
**Date(s) of Service** 4/20/2023 - Current
**Type of Service:** Utilities (Water and Sewer), Signals, Street Lighting, Drainage, and Roadway.

**Client #2** City of Daytona Beach
**Address**125 Basin Street, Ste. 101 **City, State, ZIP** Daytona Beach, FL 32114-5090
**Contact Person** Justin Barton, Engineer II
**E-mail** bartonjustin@codb.us **Phone:** 386-671-8807
**Date(s) of Service** 4/20/2023 - Current
**Type of Service** Utilities (Water and Sewer), Street Lighting, Drainage, and Roadway.

**Client #3 City of Ormond Beach**
**Address:** 22 S. Beach Street **City, State, ZIP** DeLand, FL 32720
**Contact Person** Alex Schumann, P.E., City Engineer
**E-mail** alex.schumann@ormondbeach.org **Phone:** (386) 676-3302
**Date(s) of Service** 2023
**Type of Service** Streetscape, Roadway, Lightning and Utilities

**Client #4** FDOT District 5
**Address** 719 Woodland Boulevard **City, State, ZIP** DeLand, FL 32720
**Contact Person** Glenn Raney, Construction Project Manager
**E-mail** michael.raney@dot.state.fl.us **Phone:** 386-740-3524
**Date(s) of Service** 2021-2022
**Type of Service** Complete CEI services including but not limited to overall on-site administrative and technical management.

**Client #4** City of Ormond Beach
**Address** 22 South Beach Street, Room 104 **City, State, ZIP** Ormond Beach, FL 32174
**Contact Person** Cara Culliver
**E-mail** Cara.culliver@ormondbeach.org **Phone:** 386-676-3288
**Date(s) of Service** 2020-2021
**Type of Service** Quality assurance, tracking of quantities, MOT, concrete curb, and LAP checklist compliance.

Newkirk Engineering, Inc.

Statement of Direct Labor, Fringe Benefits and General Overhead
with Independent Auditors' Report

December 31, 2023

Greene, Dycus & Co, PA
Certified Public Accountants
407-322-0561
www.gdccpa.net

## Table of Contents

Independent Auditors' Report on Statement of Direct Labor, Fringe Benefits and General Overhead ..... 3

Statement of Direct Labor, Fringe Benefits and General Overhead ..... 6

Notes to Statement of Direct Labor, Fringe Benefits and General Overhead ..... 10

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed In Accordance with Government Auditing Standards ..... 15

**Greene, Dycus & Co., P.A.** Certified Public Accountants

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Member: American Institute of Certified Public Accountants

Member: Florida Institute of Certified Public Accountants

# INDEPENDENT AUDITORS' REPORT ON STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD

Board of Directors
Newkirk Engineering, Inc.
Ormond Beach, Florida

## Opinion

We have audited the accompanying Statement of Direct Labor, Fringe Benefits and General Overhead of Newkirk Engineering, Inc. (NEI) for the year ended December 31, 2023 and the related notes to the statement.

In our opinion, the Statement of Direct Labor, Fringe Benefits and General Overhead for the year ended December 31, 2023 presents fairly, in all material respects, the statement of direct labor, fringe benefits and general overhead of NEI for the year ended December 31, 2023 on the basis of accounting described in Note 2.

## Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Statement of Direct Labor, Fringe Benefits and General Overhead section of our report. We are required to be independent of NEI and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Basis of Accounting

We draw attention to Note 2 of the financial statements, which describes the basis of accounting. The schedule is prepared on the basis of accounting prescribed by subparts 9900 and part 31 of the Federal Acquisition Regulations ("FAR"), section 112.061 of the Florida Statutes. This is a basis of accounting other than accounting principles generally accepted in the United States of America, and it is used to comply with the requirements of the Florida Department of Transportation. As a result, the schedule may not be suitable for another purpose. Our opinion is not modified with respect to that matter.

## Responsibilities of Management for the Statement of Direct Labor, Fringe Benefits and General Overhead

Management is responsible for the preparation and fair presentation of the Statement of Direct Labor, Fringe Benefits and General Overhead in accordance with accounting practices prescribed by Part 31 of the Federal Acquisition Regulations (FAR) Section 112.061 of the Florida Statutes, and other federal and state regulations, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Statement of Direct Labor, Fringe Benefits and General Overhead that are free from material misstatement, whether due to fraud or error.

Robert Kimelman, CPA
Thomas J. Frank, CPA
Vanessa R. Talley, CPA

In preparing the Statement of Direct Labor, Fringe Benefits and General Overhead, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about NEI's ability to continue as a going concern for twelve months beyond the Statement of Direct Labor, Fringe Benefits and General Overhead date, including any currently known information that my raise substantial doubt shortly thereafter.

**Auditors' Responsibilities for the Audit of the Statement of Direct Labor, Fringe Benefits and General Overhead**

Our objectives are to obtain reasonable assurance about whether the Statement of Direct Labor, Fringe Benefits and General Overhead as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the Statement of Direct Labor, Fringe Benefits and General Overhead.

In performing an audit in accordance with accounting principles generally accepted in the United States of America, *Government Auditing Standards* and accounting practices prescribed by Part 31 of the Federal Acquisition Regulations (FAR) Section 112.061 of the Florida Statutes, and other federal and state regulations, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the Statement of Direct Labor, Fringe Benefits and General Overhead, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the Statement of Direct Labor, Fringe Benefits and General Overhead.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of NEI's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the Statement of Direct Labor, Fringe Benefits and General Overhead.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about NEI's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 28, 2024, on our consideration of NEI's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, and contracts, including provisions of the applicable sections of Subparts 9900 and Part 31 of the Federal Acquisition Regulations (FAR), Section 112.061 of the Florida Statutes and Florida Department of Management Services Rule 60L-9. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering NEI's internal control over financial reporting and compliance.

**Restriction on use**

This report is intended solely for the use and information of the Board of Directors of Newkirk Engineering, Inc., and the State of Florida Department of Transportation, and should not be used for any other purpose. This restriction is not intended to limit the distribution of this report, which is a matter of public record.

Greene Dycus & Co.

Greene, Dycus & Co., P.A.
Certified Public Accountants
Sanford, Florida
June 28, 2024

**Newkirk Engineering, Inc.**
**Statement of Direct Labor, Fringe Benefits, and General Overhead - Company-Wide**
**For the Year Ended December 31, 2023**

| | Total Costs Per General Ledger | Notes | Unallowable Costs | Allowable Costs | % of Total Direct Labor Costs |
|---|---|---|---|---|---|
| Direct labor | $ 1,441,953 | | $ - | $ 1,441,953 | 100.00% |
| INDIRECT COSTS | | | | | |
| Fringe benefits | | | | | |
| Benefits: Bonuses | $ 125,103 | | $ - | $ 125,103 | 8.68% |
| Benefits: 401(k) - Employer's Contribution | 145,742 | | - | 145,742 | 10.11% |
| Benefits: 401(k) - PTO (vacation, sick, and holiday) | 96,621 | | - | 96,621 | 6.70% |
| Insurance: Life | 26,551 | 6 | (26,551) | - | 0.00% |
| Insurance: Medical | 236,607 | | - | 236,607 | 16.41% |
| Insurance: Workers' Comp | 4,372 | | - | 4,372 | 0.30% |
| Payroll Taxes: FICA and Med | 179,901 | | - | 179,901 | 12.48% |
| Payroll Taxes: FUTA and SUTA | 1,989 | | - | 1,989 | 0.14% |
| Total fringe benefits | 816,886 | | (26,551) | 790,335 | 54.81% |
| General overhead | | | | | |
| Indirect labor | $ 604,810 | | $ - | $ 604,810 | 41.94% |
| Rental | 108,344 | | - | 108,344 | 7.51% |
| Maintenance and repair | 81,203 | | - | 81,203 | 5.63% |
| Income taxes | 295,102 | 7 | (295,102) | - | 0.00% |
| Insurance | 151,200 | | - | 151,200 | 10.49% |
| Communication | 14,497 | | - | 14,497 | 1.01% |
| Printing | 13,318 | | - | 13,318 | 0.92% |
| Utilities | 20,380 | | - | 20,380 | 1.41% |
| Business taxes and licenses | 8,076 | | - | 8,076 | 0.56% |
| Depreciation and amortization | 186,896 | | - | 186,896 | 12.96% |
| Dues and subscriptions | 18,335 | | - | 18,335 | 1.27% |
| Advertising and promotion | 21,130 | 5 | (21,130) | - | 0.00% |
| Staff training and recruiting | 14,714 | | - | 14,714 | 1.02% |
| Professional fees | 20,108 | | - | 20,108 | 1.39% |
| Donations | 3,813 | 1, 3 | (3,813) | - | 0.00% |
| Meals and entertainment | 45,621 | 2 | (45,621) | - | 0.00% |
| Transportation expense | 139,558 | | - | 139,558 | 9.68% |
| Uniforms | 3,000 | | - | 3,000 | 0.21% |
| Data processing | 113,541 | | - | 113,541 | 7.87% |
| Supplies | 28,378 | | - | 28,378 | 1.97% |
| Interest | 62,908 | 4 | (62,908) | - | 0.00% |
| Miscellaneous | 15,698 | | - | 15,698 | 1.09% |
| Total general overhead | $ 1,970,630 | | $ (428,574) | $ 1,542,056 | 106.94% |
| Total Fringe Benefits and General Overhead | $ 2,787,516 | | $ (455,125) | $ 2,332,391 | 161.75% |

The accompanying notes are an integral part of these financial statements.

**Newkirk Engineering, Inc.**
**Statement of Direct Labor, Fringe Benefits, and General Overhead - Company-Wide**
**For the Year Ended December 31, 2023**

| | |
|---|---|
| OVERHEAD RATES (expressed as a percentage of Direct Labor cost): | |
| Overhead Rate Attributable to Fringe Benefits | 54.81% |
| Overhead Rate Attributable to General Overhead | 106.94% |
| Total Overhead Rate | **161.75%** |

Notes:

1) 31.205-13(b): Costs of gifts are unallowable.
2) 31.205-14 & 31.205-51: Costs of entertainment and alcoholic beverages are disallowed.
3) 31.205-8: Contributions or donations are unallowable.
4) 31.205-20: Interest is unallowable.
5) 31.205-1(f)(1): Advertising costs are unallowable.
6) 31.205-19(e)( 2)(v): Keyman Life Insurance is unallowable.
7) 31.205-41(b)(1): Income tax is unallowable

The accompanying notes are an integral part of these financial statements.

**Newkirk Engineering, Inc.**
**Statement of Direct Labor, Fringe Benefits, and General Overhead - Home & Field**
**For the Year Ended December 31, 2023**

| | Company-Wide Allowable Costs | Home | Field | % of Total Direct Labor Costs: Home | Field |
|---|---|---|---|---|---|
| Direct labor | $ 1,441,953 | $ 1,009,367 | $ 432,586 | 100% | 100% |
| INDIRECT COSTS | | | | | |
| Fringe benefits | | | | | |
| Benefits: Bonuses | $ 125,103 | $ 87,572 | $ 37,531 | 8.68% | 8.68% |
| Benefits: 401(k) - Employer's Contribution | 145,742 | 102,019 | 43,723 | 10.11% | 10.11% |
| Benefits: 401(k) - PTO (vacation, sick, and holiday) | 96,621 | 67,635 | 28,986 | 6.70% | 6.70% |
| Insurance: Life | - | - | - | 0.00% | 0.00% |
| Insurance: Medical | 236,607 | 165,625 | 70,982 | 16.41% | 16.41% |
| Insurance: Workers' Comp | 4,372 | 3,060 | 1,312 | 0.30% | 0.30% |
| Payroll Taxes: FICA and Med | 179,901 | 125,931 | 53,970 | 12.48% | 12.48% |
| Payroll Taxes: FUTA and SUTA | 1,989 | 1,392 | 597 | 0.14% | 0.14% |
| Total fringe benefits | 790,335 | 553,235 | 237,101 | 54.81% | 54.81% |
| General overhead | | | | | |
| Indirect labor | $ 604,810 | $ 423,367 | $ 181,443 | 41.94% | 41.94% |
| Rental | 108,344 | 65,006 | 43,338 | 6.44% | 10.02% |
| Maintenance and repair | 81,203 | 48,722 | 32,481 | 4.83% | 7.51% |
| Income taxes | - | - | - | 0.00% | 0.00% |
| Insurance | 151,200 | 90,720 | 60,480 | 8.99% | 13.98% |
| Communication | 14,497 | 8,698 | 5,799 | 0.86% | 1.34% |
| Printing | 13,318 | 9,323 | 3,995 | 0.92% | 0.92% |
| Utilities | 20,380 | 10,190 | 10,190 | 1.01% | 2.36% |
| Business taxes and licenses | 8,076 | 5,653 | 2,423 | 0.56% | 0.56% |
| Depreciation and amortization | 186,896 | 74,758 | 112,138 | 7.41% | 25.92% |
| Dues and subscriptions | 18,335 | 12,835 | 5,501 | 1.27% | 1.27% |
| Advertising and promotion | - | - | - | 0.00% | 0.00% |
| Staff training and recruiting | 14,714 | 10,300 | 4,414 | 1.02% | 1.02% |
| Professional fees | 20,108 | 14,076 | 6,032 | 1.39% | 1.39% |
| Donations | - | - | - | 0.00% | 0.00% |
| Meals and entertainment | - | - | - | 0.00% | 0.00% |
| Transportation expense | 139,558 | 55,823 | 83,735 | 5.53% | 19.36% |
| Uniforms | 3,000 | 2,100 | 900 | 0.21% | 0.21% |
| Data processing | 113,541 | 79,479 | 34,062 | 7.87% | 7.87% |
| Supplies | 28,378 | 19,865 | 8,513 | 1.97% | 1.97% |
| Interest | - | - | - | 0.00% | 0.00% |
| Miscellaneous | 15,698 | 10,989 | 4,709 | 1.09% | 1.09% |
| Total general overhead | $ 1,542,056 | $ 941,903 | $ 600,153 | 93.32% | 138.74% |
| Total Fringe Benefits and General Overhead | $ 2,332,391 | $ 1,495,137 | $ 837,254 | 148.13% | 193.55% |

The accompanying notes are an integral part of these financial statements.

**Newkirk Engineering, Inc.**
**Statement of Direct Labor, Fringe Benefits, and General Overhead - Home & Field**
**For the Year Ended December 31, 2023**

| | % of Total Direct Labor Costs | |
|---|---|---|
| | Home | Field |
| OVERHEAD RATES (expressed as a percentage of Direct Labor cost): | | |
| Overhead Rate Attributable to Fringe Benefits | 54.81% | 54.81% |
| Overhead Rate Attributable to General Overhead | 93.32% | 138.74% |
| Total Overhead Rate | **148.13%** | **193.55%** |

The accompanying notes are an integral part of these financial statements.

# Newkirk Engineering, Inc.
# Notes to the Statement of Direct Labor, Fringe Benefits and General Overhead
# Year ended December 31, 2023

## NOTE 1 – THE COMPANY

Newkirk Engineering, Inc. (NEI) is a professional design and engineering firm providing consultation in the areas of roadway design, drainage design, land development, landscape architecture, construction engineering and inspection services and other related fields. NEI's projects are diverse, including industrial and public facilities, transportation, and infrastructure.

NEI was founded in 2013, and its clients include private sector businesses, public utilities, architect-engineers/constructors, and all levels of government. NEI has approximately 45% commercial, 45% governmental and 10% private contracts.

## NOTE 2 – BASIS OF ACCOUNTING AND DESCRIPTION OF ACCOUNTING

NEI's policy is to prepare its overhead schedules, which support the Statement of Direct Labor, Fringe Benefits and General Overhead, on the basis of accounting practices prescribed by Subparts 9900 and Part 31 of the Federal Acquisition Regulations (FAR), Section 112.061 of the Florida Statutes. Accordingly, the above-mentioned statement is not intended to present the results of operation of NEI in conformity with generally accepted accounting principles.

NEI maintains a job-order cost accounting system for recording and accumulating costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in NEI's job-order cost accounting system. Revenues are derived from billings for services, equipment, and reimbursable expenses. Revenues on these contracts are recognized as costs are incurred.

NEI's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system. Projects are charged labor based upon standard costs. Premium overtime costs on occasion are incurred in meeting certain deadlines. The premium portion of paid overtime is included in the indirect cost pool.

NEI did not compensate executives over the Bipartisan Budget Act of 2013 reported cap limit and accordingly no adjustment was required to the Statement of Direct Labor, Fringe Benefits and General Overhead as an un-allowable cost reflected on page five of the accompanying financial document. The executive compensation was deemed to be fair and reasonable based upon an analysis performed utilizing the National Compensation Matrix Tool considering the executive's qualifications, responsibilities, job descriptions, positions held, and results achieved. No allowable compensation exceeded the Bipartisan Budget Act of 2013 cap limit.

Depreciation of property and equipment is computed over the estimated useful lives of the assets using an accelerated depreciation method, which is the same method used for income tax purposes. The method of depreciation is consistent and does not vary from contract to contract or from one client to another.

NEI has elected under the Internal Revenue Code to be taxed as an S-Corporation. Under those provisions, NEI does not pay federal corporate income tax on its taxable income. Instead, its stockholders are liable for individual federal taxes on their share of NEI's taxable income. Therefore, no provision for income taxes has been made on the Statement of Direct Labor, Fringe Benefits and General Overhead.

# Newkirk Engineering, Inc.
# Notes to the Statement of Direct Labor, Fringe Benefits and General Overhead
# Year ended December 31, 2023

**NOTE 2 – BASIS OF ACCOUNTING AND DESCRIPTION OF ACCOUNTING - Continued**

NEI complies with the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification 740-10, *Accounting for Uncertainty in Income Taxes.* NEI is required to evaluate each of its tax positions to determine if they are more likely than not to be sustained if the taxing authority examines the respective position. A tax position includes an entity's status, including its status as a pass-through entity, and the decision not to file a tax return. NEI has evaluated each of its tax positions and has determined that no provision or liability for income taxes is necessary. NEI files income tax returns in the U.S. federal jurisdiction.

The preparation of the Statement of Direct Labor, Fringe Benefits and General Overhead in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Statement of Direct Labor, Fringe Benefits and General Overhead and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NEI evaluated subsequent events through June 28, 2024, the date which the Statement of Direct Labor, Fringe Benefits and General Overhead were available to be issued.

NEI has adopted FASB ASC 842, Leases, with a date of initial application of January 1, 2022. For material leases with a lease term greater than one year, the Agency recognizes a leased asset for its right to use the underlying leased asset and a lease liability for the corresponding lease obligation. The Agency determines whether an arrangement is or contains a lease at contract inception. Operating material leases with a duration greater than one year are included in operating lease right-of-use assets, current portion operating lease liabilities, and operating lease liabilities, net of current portion in the Agency's balance sheet at December 31, 2023.

Operating lease right-of-use assets and operating lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. In determining the present value of lease payments, the Agency uses a risk-free rate for a period comparable with that of the lease term. The Agency considers the lease term to be the noncancelable period it has the right to use the underlying asset, including all periods covered by an option (1) to extend the lease if the Agency is reasonably certain to exercise the option, (2) terminate the lease if the Agency is reasonably certain not to exercise that option, and (3) extend, or not to terminate, the lease in which exercise of the option is controlled by the lessor

**NOTE 3 – CADD/COMPUTER COSTS**

The costs associated with CADD are included in overhead.

# Newkirk Engineering, Inc.
# Notes to the Statement of Direct Labor, Fringe Benefits and General Overhead
# Year ended December 31, 2023

## NOTE 4 – RELATED PARTY TRANSACTIONS

NEI has various offices in Florida and leases the offices under various long-term non-cancelable leases. One of these leases is with related parties. Future obligations over the terms of the NEI's long-term leases as of December 31, 2023 consist of the following:

| Year End | Non-Related Parties | Related Parties |
|---|---|---|
| 2024 | $ 27,883 | $ - |
| 2025 | 20,683 | - |
| 2026 | 6,894 | - |
| | $ 55,460 | $ - |

Total office rental expense was approximately $108,000. Rental expense to related parties was approximately $72,000 and did not exceed the cost of ownership. Some of the leases contain provisions whereby additional amounts may need to be paid based upon operating expense adjustments. These potential amounts have not been factored in the above future obligations.

## NOTE 5 – EMPLOYEE BENEFIT PLAN

NEI maintains a 401(k) deferred compensation plan covering substantially all eligible employees. NEI made contributions to the 401(k) plan of approximately $104,000 for the year ended December 31, 2023.

## NOTE 6 – SUMMARY

The following tabulations summarize the allowable overhead rates (expressed as a percentage of Direct Labor cost) incurred by NEI for the year ended December 31, 2023:

| | Home Office | Field Office | Company-Wide |
|---|---|---|---|
| Fringe Benefit Rate | 54.81% | 54.81% | 54.81% |
| General Overhead Rate | 93.32% | 138.74% | 106.94% |
| Actual Combined Overhead Rate | 148.13% | 193.55% | 161.75% |

NEI maintains a field office related to the discipline of construction and engineering inspection services "CEI". Certain home office indirect costs are fully allocated to the home office overhead cost pool. These costs include, for example, the costs of equipment benefiting home office projects only. Likewise, certain field office indirect costs are fully allocated to the field office overhead pool. For example, field equipment, on-site trailer rental, field supplies, software specific to projects, and other similar types of costs. Other general indirect costs are allocated to the field office overhear pool based on a reasonable estimate of the benefits accruing to the field office pool. NEI allocated general indirect costs on the basis of the field office labor percentage.

# Newkirk Engineering, Inc.
# Notes to the Statement of Direct Labor, Fringe Benefits and General Overhead
# Year ended December 31, 2023

## NOTE 7 – FACILITIES CAPITAL COST OF MONEY

The cost-of-money rate has been calculated in accordance with FAR 31.205-10, using average net book values of equipment and facilities multiplied by the prompt payment act rate for the applicable period. Equipment and facilities include building, equipment, furniture, and software and office equipment. The calculation was made as follows:

| | |
|---|---|
| Net Book Value of Assets - Prior Year | $ 757,793 |
| Net Book Value of Assets - Current Year | 766,704 |
| Average Net Capital Assets | 762,249 |
| Multiplied By: Average Treasury Rate | 4.750% |
| Facilities Capital Cost of Money | 36,207 |
| Divided By: Allowable Direct Labor | 1,441,953 |
| Facilities Capital Cost of Money Rate | 2.51% |

## NOTE 8 – DIRECT EXPENSE

NEI's direct expense rate was based on the direct cost accumulated in the job costs and recorded by the following accounts in the general ledger. The direct expenses relate entirely to the home office.

| | |
|---|---|
| Direct expenses | |
| Travel | $ 2,978 |
| Application fees and permits | 45,917 |
| Printing and reproduction | 85 |
| Total costs | 48,980 |
| Less application fees and perments | (45,917) |
| Allowable expenses | $ 3,063 |
| Direct labor | $ 1,441,953 |
| Direct expense rate | 0.2% |

The travel costs noted above are in compliance with Florida Statute 112.061 and Chapter 2016-62, Laws of Florida. No costs used to calculate the direct expense rate exceeded the $150 per night limitation, per Chapter 2016-62, Laws of Florida, no permit costs are included in the direct expense rate calculation, and the travel related costs are in compliance with Florida Statute 112.061.

# Newkirk Engineering, Inc.
# Notes to the Statement of Direct Labor, Fringe Benefits and General Overhead
# Year ended December 31, 2023

**NOTE 9 – OTHER ITEMS**

**Litigation**

During the course of its operations, NEI may be subject to various claims or legal actions which may cause litigation. Management reviews the circumstances of such contingencies and acts accordingly. Management was not aware of any material claims or actions at December 31, 2023.

**Greene, Dycus & Co., P.A.** Certified Public Accountants

205 North Elm Ave., Sanford, FL 32771

407-322-0561 / Fax: 407-322-0663 / www.GDCCPA.com

Member: American Institute of Certified Public Accountants

Member: Florida Institute of Certified Public Accountants

# INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Newkirk Engineering, Inc.
Ormond Beach, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Statement of Direct Labor, Fringe Benefits and General Overhead of Newkirk Engineering, Inc. (NEI) for the year ended December 31, 2023, and the related notes thereto, and have issued our report thereon dated June 28, 2024.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the Statement of Direct Labor, Fringe Benefits and General Overhead, we considered NEI's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the Statement of Direct Labor, Fringe Benefits and General Overhead, but not for the purpose of expressing an opinion on the effectiveness of NEI's internal control. Accordingly, we do not express an opinion on the effectiveness of NEI's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's Statement of Direct Labor, Fringe Benefits and General Overhead will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Robert Kimelman, CPA
Thomas J. Frank, CPA
Vanessa R. Talley, CPA

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether NEI's Statement of Direct Labor, Fringe Benefits and General Overhead are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, and contracts, including the provisions of the applicable sections, Subparts 9900 and Part 31 of the Federal Acquisition Regulations (FAR), Section 112.061 of the Florida Statutes and Florida Department of Management Services Rule 60L-9, noncompliance with which could have a direct and material effect on the Statement of Direct Labor, Fringe Benefits and General Overhead. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of NEI's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering NEI's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended solely for the use and information of the Board of Directors of Newkirk Engineering, Inc., and the State of Florida Department of Transportation.

Greene Dycus & Co.

Greene, Dycus & Co., P.A.
Certified Public Accountants
Sanford, Florida
June 28, 2024

An official website of the United States government Here's how you know



# Receive Unique Entity ID

Congratulations! You have been assigned the following Unique Entity ID:

## QY26Z21S35K5

VERIFIED SAM RECORD

### NEWKIRK ENGINEERING, INC

**1230 N US HIGHWAY 1 STE 3**
**ORMOND BEACH, FL 32174-6636**
**USA**

Year of Incorporation
**2013**

State of Incorporation
**FL**

**City of New Smyrna Beach**

**Proposal Response**

**Title of Project Name:** Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

Project ID: **09-25-ENG**

---

Company Name: Newkirk Engineering Inc.

Print Authorized Officer Name & Title: Bradley Bauknecht, Vice President

Signature Authorized Officer:

---

**Upload the following information/documents as one (1) PDF**

| Required information/documentation | Check/Included |
|---|---|
| City of NSB Form: Authorized Signature/Negotiators | X |
| City of NSB Form: Vendor Information Form | X |
| City of NSB Form: Vendor Summary Form | X |
| City of NSB Form: Completed W9 | X |
| City of NSB Form: Statement of Insurance | X |
| City of NSB Form: Public Entity Crime Information Statement | X |
| City of NSB Form: Disputes Disclosure | X |
| City of NSB Form: Drug Free Workplace Certification | X |
| City of NSB Form: Sworn Statement | X |
| City of NSB Form: Non-Collusion Affidavit | X |
| City of NSB Form: E-Verify | X |
| City of NSB Form: Human Trafficking Affidavit | X |
| City of NSB Form: Conflict of Interest | X |
| City of NSB Form: Organizational Information | X |
| City of NSB Form: Prohibition Against Contracting with Scrutinized Companies | X |
| City of NSB Form: Smoke Free Acknowledgement | X |
| City of NSB Form: References | X |
| City of NSB Form: Signed Addendums (if applicable) | X |
| Copy of Sunbiz Registration with Active Status | X |
| Copy of Sams.Gov Registration | X |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

375-030-50
PROCUREMENT
OGC – 1/20

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

| Advertisement No./ Solicitation No | Description | Financial Project Number(s) |
|---|---|---|
| N/A | N/A | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

| Printed Names | Signatures | Date |
|---|---|---|
| Bradley Bauknecht |  | 3.25.25 |
| | | |
| | | |
| | | |
| | | |
| | | |

**City of New Smyrna Beach**

**RFP 09-25-ENG:** Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

## AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

| Name | Title | Phone # |
|---|---|---|
| Bradley Bauknecht | Vice President | 386-290-6844 |
| | | |
| | | |
| | | |

Bradley D. Bauknecht
Print Name

Signature/Title)

Newkirk Engineering, Inc.
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture S Corporation

**State of Incorporation:** Florida

**Federal I.D. or Social Security number is:** F461973253

## VENDOR INFORMATION

| | |
|---|---|
| **BID #:** | RFP 09-25-ENG |
| **BID TITLE:** | Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01) |

| **Respondent Information** | |
|---|---|
| Company Name: Newkirk Engineering, Inc. | Federal Employer Identification Number or SS Number: F461973253<br>DUN Number: UEI: QY26Z21S35K5 |
| Mailing Address 1230 N US Hwy 1, Suite 3 | Type of Entity (Circle One)<br>Corporation Partnership Proprietorship Joint Venture |
| City, State, Zip Code Ormond Beach, FL 32174 | Incorporated in the State of: Florida |
| Corporate Address: 1230 N US Hwy 1, Suite 3 | 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 Ormond Beach, FL 32174 | State of Florida Department of State Certificate of Authority Document No: P13000011574 |
| Telephone No. 386-872-7794 | |
| Email Address: bradb@newkirk-engineering.com | |
| If remittance address is different from the mailing address so indicate below. | |
| | |

List Principals (Print):

President: Harry Newkirk
Vice President: Bradley Bauknecht, VP
Secretary: Tyler Malmborg, VP
Treasurer:
Other: Type text here
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

Bradley Bauknecht
Printed Name

Title: Vice President

Date: 3/24/25

**City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.**

# CITY OF NEW SMYRNA BEACH
# VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

**CHECK ONE:** NEW VENDOR: _____ REVISED VENDOR: X

**DATE:** 03/19/2025

**VENDOR NAME:** Newkirk Engineering, Inc.

**VENDOR DBA:**

**PRODUCT/SERVICE PROVIDED:** CEI Services

**DEPARTMENT:** Engineering

**PREPARED BY:** Bradley Bauknecht

| PURCHASE ORDER ADDRESS | MAILING/REMIT ADDRESS | PHYSICAL ADDRESS |
|---|---|---|
| 1230 N US Hwy 1 | 1230 N US Hwy 1 | 1230 N US Hwy 1 |
| ADDRESS | ADDRESS | ADDRESS |
| Suite 3 | Suite 3 | Suite 3 |
| Ormond Beach, FL | Ormond Beach, FL | Ormond Beach, FL |
| CITY/STATE | CITY/STATE | CITY/STATE |
| 32174 | 32174 | 32174 |
| ZIP CODE | ZIP CODE | ZIP CODE |

**COMPANY CONTACT:** Bradley Bauknecht

**E-MAIL:** bradb@newkirk-engineering.com

**OFFICE PHONE:** 386-872-7794

**FAX:**

**MOBILE PHONE:** 386-290-6844

**FEDERAL TAX ID#:** F461973253

**DUNS Number:** UEI: QY26Z21S35K5

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Newkirk Engineering, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1230 North US Highway 1 Suite 3

Requester's name and address (optional)

6 City, state, and ZIP code

Ormond Beach, FL 32174

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 4 | 6 | – | 1 | 9 | 7 | 3 | 2 | 5 | 3 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person** [signature] **Date** 1/6/25

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Newkirk Engineering, Inc.
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Vice President
OFFICER TITLE

3-24-25
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."**

UE QY26Z21S35K5

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: 3.24.25

Authorized Signature and Title

Bradley D. Bauknecht , Vice President

Print Name and Title

## DISPUTES DISCLOSURE FORM

**Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.**

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

UEI: QY26Z21S35K5

YES_____NO X_____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO X_____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO X_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # RFP 09-25-ENG described as:

Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01).

Newkirk Engineering, Inc.
Firm

3.24.25
Date

VP
Authorized Signature and Title

Bradley Bauknecht, Vice President
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

## DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Authorized Signature Date: 3.24.25

Bradley D. Bauknecht , Vice President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Bradley Bauknecht, Vice President
(Print Individual's Name and Title)
for Newkirk Engineering, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is an Engineering Firm

and (if applicable) its Federal Employer Identification Number (FEIN) is F461973253

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

_____
(Signature)

Sworn and subscribed before me this 24th day of March 2025.

Personally known ✓

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: _____

JUSTIN PAYNE
NOTARY PUBLIC
MY COMMISSION EXPIRES 5-5-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 346690

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Volusia

Bradley Bauknecht, Vice President, being first duly sworn, deposes and says that:

He/she is Vice President of Newkirk Engineering, Inc., Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Vice President
Title

Subscribed and sworn to before me this 24th day of March, 2025.

Justin Payne
Notary
Title

My Commission Expires:

JUSTIN PAYNE
NOTARY PUBLIC
MY COMMISSION
EXPIRES 5-5-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 346690

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: Newkirk Engineering, Inc.

Consultant E-Verify Registration Number: 1722635

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: Bradley Bauknecht, Vice President

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this 24th Day of March, 2025. She/He is personally known to me or has produced _____ As identification.

_____
Notary Public

My commission expires: _____

JUSTIN PAYNE NOTARY PUBLIC MY COMMISSION EXPIRES 5-5-2027 STATE OF FLORIDA COMMISSION NUMBER HH 346690

**Human Trafficking Affidavit**
**(Section 787.06, Florida Statutes)**

**Instruction: "Contractor"**, defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

**A.** Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

**B.** Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

**Contractor:** Newkirk Engineering, Inc.

**Authorized Signature:** _____ Date: 3.24.25

Printed Name: Bradley Bauknecht

Title: Vide President

STATE OF Florida

COUNTY OF Volusic

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24th day of March, 20 25, by Bradley Bauknecht, as Vice President on behalf of the company/corporation. They ☑ are personally known to me or ☑ have produced _____ as identification.

JUSTIN PAYNE NOTARY PUBLIC MY COMMISSION EXPIRES 5-5-2027 STATE OF FLORIDA COMMISSION NUMBER HH 348690

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

## CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared Bradley Bauknecht

who was duly sworn, deposes, and states:

1. I am the Vice President of Newkirk Engineering, Inc. with a local office in Ormond Beach, FL (City & State) and principal office in Ormond Beach, FL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 09-25-ENG,** Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01).
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.

Bradley Bauknecht
Typed Name

Signed

Vice President
Title

3-24-25
Dated

Sworn to and subscribed before me this 24th day of March 2025.

Personally known ✓ OR produced identification ____. Identification type:

Notary Public: State of Florida County of Volusia

Printed, typed, or stamped commissioned name of notary public

My commission expires:

JUSTIN PAYNE
NOTARY PUBLIC
MY COMMISSION EXPIRES 5-5-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 346690

## ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

| TYPE OF ORGANIZATION | | |
|---|---|---|
| (Please place a check mark (✓) next to applicable type) | | |
| ☑ Corporation | ☐ Partnership | ☐ Non-Profit |
| ☐ Joint Venture | ☐ Sole Proprietorship | ☐ Other (Please specify) |
| State of Incorporation | Florida | |
| Principal Place of Business (Enter Address) | 1230 N. US Hwy 1, Suite 3, Ormond Beach, FL 32174 | |
| Federal I.D. Number | F461973253 | |

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Bradley Bauknecht, Vice President Newkirk Engineering, Inc.

Mailing Address: 1230 N. US Hwy 1, Suite 3, Ormond Beach, FL 32174

Telephone Number: 386-290-6844 Fax Number: _____ E-mail Address: bradb@newkirk-engineering.com

| Authorized Signature | Printed Name | FEIN |
|---|---|---|
| | Bradley Bauknecht | F461973253 |

Vice President _____

Title Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
## PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Newkirk Engineering, Inc.

FEIN: F461973253

Authorized Representative Name and Title: Bradley Bauknecht, Vice President

Address: 1230 N. US Hwy 1, Suite 3, Ormond Beach, FL 32174

City: Ormond Beach State: Florida Zip: 32174

Phone Number: 386-290-6844 Email Address: bradb@newkirk-engineering.com

Certified By: Bradley Bauknecht Vice President
*Print Name* *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

**CITY OF NEW SMYRNA BEACH**
**ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE**

**The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.**

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

VP

Authorized Signature and Title

Date: 3-24-25

Bradley Bauknecht, Vice President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

## REFERENCES

**Client #1** Volusia County
**Address** 123 West Indiana Ave. **City, State, ZIP** Deland, FL 32720
**Contact Person** Tim Karr, Engineering Assistant, Traffic Engineering
**E-mail** tkarr@volusia.org **Phone:** (386) 290-1466
**Date(s) of Service** 4/20/2023 - Current
**Type of Service:** Utilities (Water and Sewer), Signals, Street Lighting, Drainage, and Roadway.

**Client #2** City of Daytona Beach
**Address**125 Basin Street, Ste. 101 **City, State, ZIP** Daytona Beach, FL 32114-5090
**Contact Person** Justin Barton, Engineer II
**E-mail** bartonjustin@codb.us **Phone:** 386-671-8807
**Date(s) of Service** 4/20/2023 - Current
**Type of Service** Utilities (Water and Sewer), Street Lighting, Drainage, and Roadway.

**Client #3 City of Ormond Beach**
**Address:** 22 S. Beach Street **City, State, ZIP** DeLand, FL 32720
**Contact Person** Alex Schumann, P.E., City Engineer
**E-mail** alex.schumann@ormondbeach.org **Phone:** (386) 676-3302
**Date(s) of Service** 2023
**Type of Service** Streetscape, Roadway, Lightning and Utilities

**Client #4** FDOT District 5
**Address** 719 Woodland Boulevard **City, State, ZIP** DeLand, FL 32720
**Contact Person** Glenn Raney, Construction Project Manager
**E-mail** michael.raney@dot.state.fl.us **Phone:** 386-740-3524
**Date(s) of Service** 2021-2022
**Type of Service** Complete CEI services including but not limited to overall on-site administrative and technical management.

**Client #4** City of Ormond Beach
**Address** 22 South Beach Street, Room 104 **City, State, ZIP** Ormond Beach, FL 32174
**Contact Person** Cara Culliver
**E-mail** Cara.culliver@ormondbeach.org **Phone:** 386-676-3288
**Date(s) of Service** 2020-2021
**Type of Service** Quality assurance, tracking of quantities, MOT, concrete curb, and LAP checklist compliance.

**Addendum 1: March 6, 2025**

**RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)**

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01). issued February 27, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

**Questions/Answers:**

1. **Question:** Would it be possible to obtain a copy of the proposed plans, the letting date, and the estimated construction cost?

   Answer: 100% Plans and Engineer's Cost Estimate have been uploaded in OpenGov. See Attachments E,F,G, and H. Note: Letting date to be determined

2. **Question:** Would the City please clarify how long the contract period is? Page 8 of the RFP states a "Contract period of three (3) years, with the possibility No, for a total of ninety (90) days", however Page 26 and the Draft Contract state "It is the City's intent to enter into one agreement with one firm for an initial term of fifteen (15) months. Contract may be renewed, upon consent of both parties and City Commission."

   Answer: Section III.E, has been revised to reflect fifteen (15) months.

3. **Question:** Since Dunn & Bradstreet (DUNS) Numbers are no longer used, is it acceptable to provide the City with our Unique Entity Identifier (UEI) instead, since this is the replacement for DUNS?

   Answer: Yes, the UEI of acceptable.

4. **Question:** Upon reading the "Qualifications and Abilities of Project Team" section, item "A" has a 5-page limit, and since "B" is a separate item, could the City please clarify if the resumes are "in addition" to the 5-page limit?

Answer: Number of pages under the Qualifications and Abilities of the Project Team can exceed 5-pages with resumes but cannot exceed 10-pages total for this section. This section has been updated in the RFP document.

5. **Question:** Would the City please confirm if we are to submit proof of required insurance with our proposal? Page 31 of the RFP states "Listed below are various insurance requirements that must be met by the company that the City contracts with for services. The undersigned firm agrees to obtain the required insurance prior to award. Proof of insurance as prescribed by this document will disqualify your firm, as the top ranking and from further consideration". However, Page 33 of the RFP states "Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal". Is it acceptable to provide our standard ACCORD insurance holder documentation as an attachment to the "Statement of Insurance Compliance" form without naming the additional insured for the form for this submittal response?

   Answer: Section VI, Insurance Requirements has been revised. The undersigned firm agrees to obtain the required insurance within fourteen (14) days upon acceptance of the proposal City Commission. Submitted proposals shall include a completed Statement of Insurance Compliance form provided as an Attachment C of the solicitation.

6. **Question:** When we clicked on the link for OpenGov on the first page of the RFP, the link takes you to a page with a 404 error; however, the link on page 2 works and the link brings you to the portal. We believe the word "portal" is missing from the link on the first page. Overall, the portal appears to have uploads for several items separate from the "1 full PDF" at the end of the list of "required response" items. Would the City please clarify the language on page 31 to provide 1 full PDF and the information noted on pages 40-42 of the RFP?

   Answer: The correct link is as follows: https://procurement.opengov.com/portal/cityofnsb

**ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME**

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Bradley D. Bauknecht Proposer Signature: _____

Newkirk Engineering, Inc.

Firm Name (Please Print)

**Addendum 2: March 14, 2025**

**RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)**

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01). issued February 27, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

**Questions/Answers:**

1. **Question:** Under Section I.A (Summary), paragraph 4 states, "the awarded firm will also conduct the water main inspection for this contract".

   Section IV.A also states, "the awarded firm will provide the water main inspection for this contract". Section V.G (Experience) has a contradictory note that states, "the NSBU staff is responsible for the CEI of Underground and Aboveground utilities" Can the City clarify who will be responsible for the inspection of the underground utilities including density testing, pressure testing, witnessing of taps, line stops, tie-ins to mains, and all other testing required per contract and NSBU?

   **Answer:** CEI firm selected will provide the water main and sanitary sewer improvements inspection services. NSBU staff will provide in-house electrical inspectors for all overhead to underground electric conversions.

**ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME**

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Bradley D. Bauknecht Proposer Signature: 

Newkirk Engineering, Inc.

Firm Name (Please Print)

# Detail by Entity Name

Florida Profit Corporation
NEWKIRK ENGINEERING, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | P13000011572 |
| **FEI/EIN Number** | 46-1973253 |
| **Date Filed** | 02/05/2013 |
| **Effective Date** | 02/01/2013 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

1230 N. US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174

Changed: 03/30/2018

**Mailing Address**

1230 N. US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174

Changed: 03/30/2018

**Registered Agent Name & Address**

NEWKIRK, HARRY HJR
1230 N. US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174

Address Changed: 03/30/2018

**Officer/Director Detail**

**Name & Address**

Title President, CEO

NEWKIRK, HARRY H, Jr.
1230 N. US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174

Title VP, Secretary

Malmborg, Tyler J
125 E. INDIANA AVENUE
SUITE E
DELAND, FL 32724

Title VP, Treasurer

Bauknecht, Bradley Donald
1230 N. US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174

Title Landscape Architect

Adams, Lauren
1230 N US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2023 | 01/19/2023 |
| 2024 | 03/07/2024 |
| 2025 | 02/10/2025 |

**Document Images**

| | |
|---|---|
| 02/10/2025 -- ANNUAL REPORT | View image in PDF format |
| 03/07/2024 -- ANNUAL REPORT | View image in PDF format |
| 01/19/2023 -- ANNUAL REPORT | View image in PDF format |
| 01/31/2022 -- ANNUAL REPORT | View image in PDF format |
| 02/13/2021 -- ANNUAL REPORT | View image in PDF format |
| 03/17/2020 -- ANNUAL REPORT | View image in PDF format |
| 03/12/2019 -- ANNUAL REPORT | View image in PDF format |
| 03/30/2018 -- ANNUAL REPORT | View image in PDF format |
| 11/28/2017 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 04/05/2017 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 02/18/2017 -- ANNUAL REPORT | View image in PDF format |
| 02/13/2016 -- ANNUAL REPORT | View image in PDF format |
| 02/04/2015 -- ANNUAL REPORT | View image in PDF format |
| 02/26/2014 -- ANNUAL REPORT | View image in PDF format |
| 02/05/2013 -- Domestic Profit | View image in PDF format |

# *State of Florida*
# *Department of State*

I certify from the records of this office that NEWKIRK ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on February 5, 2013, effective February 1, 2013.

The document number of this corporation is P13000011572.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 10, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

***Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of February, 2025***




***Secretary of State***

**Tracking Number: 6669377294CC**

**To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.**

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

**2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

**FILED**
**Feb 10, 2025**
**Secretary of State**
**6669377294CC**

DOCUMENT# P13000011572

**Entity Name:** NEWKIRK ENGINEERING, INC.

**Current Principal Place of Business:**

1230 N. US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174

**Current Mailing Address:**

1230 N. US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174 US

**FEI Number: 46-1973253**

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

NEWKIRK, HARRY HJR
1230 N. US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent — Date

**Officer/Director Detail :**

| | | | |
|---|---|---|---|
| Title | PRESIDENT, CEO | Title | VP, SECRETARY |
| Name | NEWKIRK, HARRY H JR. | Name | MALMBORG, TYLER J |
| Address | 1230 N. US HIGHWAY 1<br>SUITE 3 | Address | 125 E. INDIANA AVENUE<br>SUITE E |
| City-State-Zip: | ORMOND BEACH FL 32174 | City-State-Zip: | DELAND FL 32724 |
| Title | VP, TREASURER | Title | LANDSCAPE ARCHITECT |
| Name | BAUKNECHT, BRADLEY DONALD | Name | ADAMS, LAUREN |
| Address | 1230 N. US HIGHWAY 1<br>SUITE 3 | Address | 1230 N US HIGHWAY 1<br>SUITE 3 |
| City-State-Zip: | ORMOND BEACH FL 32174 | City-State-Zip: | ORMOND BEACH FL 32174 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: HARRY NEWKIRK PRESIDENT 02/10/2025

Electronic Signature of Signing Officer/Director Detail — Date

FDOT
Florida Department of Transportation
RON DESANTIS
GOVERNOR
605 Suwannee Street
Tallahassee, FL 32399-0450
JARED W. PERDUE, P.E.
SECRETARY

July 19, 2024

Harry Newkirk, President
NEWKIRK ENGINEERING, INC.
1230 North US Highway 1, Suite 3
Ormond beach, Florida 32174

Dear Mr. Newkirk:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

| | |
|---|---|
| 3.1 | Minor Highway Design |
| 3.2 | Major Highway Design |
| 7.1 | Signing, Pavement Marking and Channelization |
| 10.1 | Roadway Construction Engineering Inspection |
| 10.4 | Minor Bridge & Miscellaneous Structures CEI |
| 15.0 | Landscape Architect |

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

Approved Rates

| Home Overhead | Field Overhead | Facilities Capital Cost of Money | Premium Overtime | Home Direct Expense | Field Direct Expense |
|---|---|---|---|---|---|
| 166.70% | 150.22% | 2.511% | Reimbursed | 0.20% | 0.20%* |

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services Qualification Administrator

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

March 28, 2023

Kerri Ingham, Chief Marketing Officer
CONSOR ENGINEERS, LLC
2121 Old Hickory Tree Road
Saint Cloud, Florida 34772

Dear Ms. Ingham:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.2 - Movable Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI
10.5.1 - Major Bridge CEI - Concrete
10.5.2 - Major Bridge CEI – Steel
10.5.3 - Major Bridge CEI - Segmental

Group 11 - Engineering Contract Administration and Management

Group 13 - Planning

13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.

Approved Rates

| Home/ Branch Overhead | Field Overhead | Facilities Capital Cost of Money | Premium Overtime | Reimburse Actual Expenses | Home Direct Expense | Field Direct Expense |
|---|---|---|---|---|---|---|
| 157.59% | 119.73% | 0.055% | Reimbursed | No | 16.49% | 20.57%* |

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

# NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794


3/25/2025

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

Subject: Newkirk Engineering, Inc.
Delegation of Signatory Authority

To Whom It May Concern:

This is to notify you that the following individuals have signature authority for all business conducted with Newkirk Engineering, Inc: Harry Newkirk, President; Brad Bauknecht, Vice President; Tyler Malmborg, Vice President.

Sincerely,

Harry Newkirk
President


Exhibit C: Presentation
NEWKIRK
ENGINEERING INC.
New Smyrna Lodge #149
Faulkner St
Hillman St
Washington St
Old Fort Park
Sams Ave
N Riverside Dr
Julia St
Rush St
FirstNSB - A Family Church
Alma Ct
N Orange St
Julia St
Take 5 Oil Change
New Smyrna Corkscrew Bar and Grille
RFP 09-25-ENG
PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING
AND INSPECTION FOR OVERSIGHT OF THE WASHINGTON STREET ROADWAY IMPROVEMENTS (FPID NO. 447711-1-54-01)

# Brief Summary of Presentation

- QUALIFICATION OF THE FIRM
- EXPERIENCE
- PROJECT PLAN WORKLOAD CAPACITY
- WORKLOAD CAPACITY
- PAST PERFORMANCE
- DISCUSS THE PROJECT FIELD REVIEW

# QUALIFICATION OF THE FIRM

- Brief background: founded in Ormond Beach, 2013
- Over 35 staff, including 7 Professional Engineers
- FDOT Prequalified, CEI Division led by experienced PE's
  - NEI FDOT Prequalified in 10.1 and 10.4
    - Pending 10.3 (Currently being reviewed by FDOT)
  - Consor FDOT Prequalified in 10.1, 10.3, and 10.4
- CEI services provided for 10+ years across FL
- 100% availability for this project
- Deep familiarity with FDOT standards, NSB and Utility Commission expectations
- Multidisciplinary coordination (CEI, Civil, Drainage, Utilities, Power, Landscape)

# STAFF EXPERIENCE

**Public Information Officer**



**Harry Newkirk, PE** (NEI)
Years Experience: 27 | Years at Firm: 12
Email: harryh@newkirk-engineering.com
Phone #: (386) 290-7599

**Senior Project Engineer/Project Administrator TEAM LEAD**



**Brad Bauknecht, PE** (NEI)
Years Experience: 26 | Years at Firm: 8
Email: bradb@newkirk-engineering.com
Phone #: (386) 290-6844

**Quality Control**



**Thomas Delli Bovi, PE** (NEI)
Years Experience: 11 | Years at Firm: 3
Email: tdellibovi@newkirk-engineering.com
Phone #: (813) 727-1317

**Design Quality Review**



**Tyler Malmborg, PE** (NEI)
Years Experience: 16 | Years at Firm: 8
Email: tylerm@newkirk-engineering.com
Phone #: (386) 748-6502

**Project Landscape Architect**



**Lauren Adams, RLA (NEI)**
Years Experience: 14 | Years at Firm: 5
Email: laurena@newkirk-engineering.com
Phone #: (386) 748-6502

**Project Administrator**

**Jordan Gibson** (NEI)
Years Experience: 10 | Years at Firm: 6
Email: jordang@newkirk-engineering.com
Phone #: (386) 562-4752

**Senior Roadway Inspectors**

**Andrew Carden** (NEI)
Years Experience: 9 | Years at Firm: 5
Email: andrewc@newkirk-engineering.com
Phone #: (386) 320-2408

**Mike Arnold** (NEI)
Years Experience: 9 | Years at Firm: 3
Email: marnold@newkirk-engineering.com
Phone #: (937) 931-1529

**Jeffrey Rodriguez** (NEI)
Years Experience: 20 | Years at Firm: 2
Email: jrodriguez@newkirk-engineering.com
Phone #: (386) 523-4276

**Support Inspection Staff**

**Ian Bonk** (NEI)
Years Experience: 5 | Years at Firm: 4
Email: ibonk@newkirk-engineering.com
Phone #: (860) 309-6318

**Justin Teall** (NEI)
Years Experience: 3 | Years at Firm: 2
Email: jteall@newkirk-engineering.com
Phone #: (315) 868-8149

**Chris Crouch** (Consor)
Senior Inspector
Years Experience: 25

**Chris Westbrook** (Consor)
Senior Inspector
Years Experience: 26

**William Duncan** (Consor)
CEI Inspector
Years of Experience: 14

**Assistant Contract Support Specialist**

**Tino Van Horen** (NEI)
Years Experience: 6 | Years at Firm: 6
Email: tvanhoren@newkirk-engineering.com
Phone #: (407) 248-5427

8 Years working together

**Sub-Consultant:**

consor

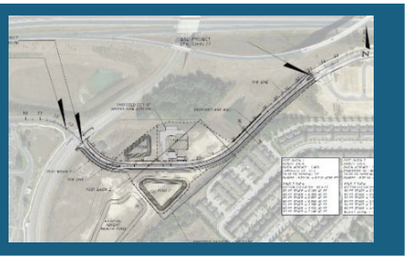
# CEI PROJECTS EXPERIENCE

| Project Name | Owner and Contact |
|---|---|
| **US 92 (SR 600) from the Halifax River Bridge to SR A1A** | FDOT D5<br>Rick Coe<br>(386) 740-3490<br>frederick.coe@dot.state.fl.us<br>1650 N Kepler Road<br>DeLand, FL 32724 |
| **Project Cost and Time** | |
| **$12.2 Mil<br>February 2023-Present** | |




| Project Description | NEI Tasks |
|---|---|
| **The improvements under this Contract consist of corridor improvements including milling, resurfacing, overbuild, widening, drainage structures, signing, pavement markings, mast arms, lighting, ITS, and utility improvements.** | Newkirk is providing a complete CEI team on this contract. Duties on this contract include overall on-site administrative and technical management. Tracking of quantities to process monthly progress estimates, shop drawing and submittal tracking, supplemental agreement/work order preparation, field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests. |

| Project Name | Owner and Contact |
|---|---|
| **Harmon Road Extension** | City of Apopka<br>Pamela Richmond<br>(407) 595-6210<br>prichmond@apopka.net<br>120 East Main Street<br>Apopka, FL 32703 |
| **Project Cost and Time** | |
| **$3 Mil<br>July 2022-Present** | |



| Project Description | NEI Tasks |
|---|---|
| **A 0.36-mile roadway extension and intersection design project in the City of Apopka. The project consists of a closed drainage system with two dry retention ponds, 12-foot multi-use trail, sanitary force main, water main, and reclaimed water main extension for future proposed developments in accordance with FDEP and City of Apopka Utility Standards. Major stakeholders include Advent Health and CFX, who were both closely coordinated with throughout the project.** | Newkirk Engineering is providing inspection staff to oversee construction activities. |

| Project Name | Owner and Contact |
|---|---|
| **SR-40 Median Landscape – LAP** | City of Ormond Beach<br>Cara Culliver<br>(386) 676-3288<br>cara.culliver@ormondbeach.org<br>22 S Beach Street<br>Ormond Beach, FL 32174 |
| **Project Cost and Time** | |
| **$452,451<br>2020-2021** | |



| Project Description | NEI Tasks |
|---|---|
| **This Landscape project involves installing ornamental palms, trees, shrubs, ground covers, removing plant materials as noted in the plans, site preparations, site restoration and retrofitting the existing irrigation system (medians 1-17 only) to be placed on central timers including, directional drill mainline and conduit under roadway and providing proper maintenance of traffic (MOT) per the FDOT accepted plans.** | Newkirk Engineering provided inspection staff to oversee construction activities including quality assurance, tracking of quantities, MOT, concrete curb, and LAP checklist compliance. |

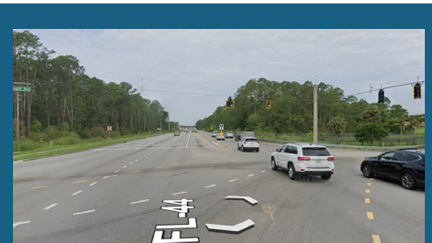
# CEI PROJECTS EXPERIENCE

| Project Name | Owner and Contact |
|---|---|
| **SR-436, SR-441, East 6th Street, McGee Avenue** | City of Apopka<br>Pamela Richmond<br>(407) 595-6210<br>prichmond@apopka.net<br>120 East Main Street<br>Apopka, FL 32703 |
| **Project Cost and Time** | |
| **$3.5 Mil**<br>**2019-2020** | |



| Project Description | NEI Tasks |
|---|---|
| **This project included the City of Apopka City Center Road, signal, lighting, and landscape improvements. This is a conventional bid build project, consisting of 1.2 miles of roadway construction, a roundabout, drill shaft, cast-in-place (CIP) retaining walls, gravity walls, underground stormwater conveyance, utilities, replaced expansion joints, repair spalls at bridge expansion joints and landscaping.** | Newkirk Engineering provided inspection staff to oversee construction activities. |

| Project Name | Owner and Contact |
|---|---|
| **SR-44 from SR-415 to East of I-4** | FDOT D5<br>Glen Raney<br>(386) 740-3542<br>Michael.raney@dot.state.fl.us<br>1650 N Kepler Road<br>DeLand, FL 32724 |
| **Project Cost and Time** | |
| **$3.5 Mil**<br>**2021-2022** | |



| Project Description | NEI Tasks |
|---|---|
| **The project consists of resurfacing 9.75 miles of SR-44 from SR-415 to East of I-4 in Volusia County. Key project components include Mainline Milling and Resurfacing, Median and Shoulder Work, Pedestrian traffic control plans and management of evacuations and Safe Signal Changeout.** | Newkirk Engineering provided inspection staff to oversee construction activities. |

| Project Name | Owner and Contact |
|---|---|
| **FIN: 240200-2: Wekiva Parkway Section 7A and 7B** | FDOT D5<br>Jeff Oakes<br>(407) 278-2735<br>Jeff.Oakes@dot.state.fl.us<br>1650 N Kepler Road<br>DeLand, FL 32724 |
| **Project Cost and Time** | |
| **$152 Mil**<br>**March 2018 – August 2022** | |



| Project Description | NEI Tasks |
|---|---|
| **Wekiva Parkway Section 7A and 7B is a joint multi-agency, conventional bid build project consisting of approximately 3 miles of elevated parkway road and bridge construction, subsoil excavation, surcharge, utility installations, ITS, signalization improvements, non-tolled frontage roads, sound walls, twelve (12) bridges, four (4) roundabouts under proposed mainline bridges, cast-in-place (CIP) retaining walls, mechanically stabilized earth (MSE) walls, gravity walls, automated toll gantries, underground stormwater conveyance, and a prominent amount of underground and overhead utility relocations.** | Mr. Bauknecht served as the Project Administrator and provided an ITS inspector to the project team. Duties included overseeing the quality assurance CTQP-certified field inspectors during all aspects of construction inspection. He was responsible for understanding all phases of the project and solving potential constructability conflicts before they occur. He monitored the status of the project schedule, assuring that all tasks were delivered safely in a timely manner. |

# DESIGN PROJECTS EXPERIENCE

## ST JOHNS RIVER TO SEA LOOP MYRTLE AVE FROM 10TH ST TO SR 44/LYTLE AVE - BIKE PATH/TRAIL





- FN 439864-1-52-01
- ST. Johns River to Sea Loop Trail
- Landscape and Irrigation
- On Time
- On Budget

# PROJECT PLAN WORKLOAD CAPACITY

## Washington Street Roadway Improvements Project is estimated to be fifteen (15) months.

- CEI Senior Project Engineer
  - Bradley D. Bauknecht, PE
  - 10-15% Planned for this project
- CEI Project Administrator
  - Jordan Gibson
  - 50% Planned for this project
- CEI Senior Inspector (Roadway)
  - Andrew Carden
  - 50-100% Planned for this project
- CEI Senior Inspector (Utilities)
  - Chris Crouch
  - 50-100% Planned for this project
- CEI Inspector
  - Ian Bonk
  - 100% Planned for this project
- CEI Associate Contract Support Specialist
  - Tino Van Horen
  - 50% Planned for this project

Additional Benefits from NEI on CEI Projects

- Quality Control
  - Thomas Delli Bovi, PE
- Project Landscape Architect
  - Lauren Adams, LA
- Design Quality Review
  - Tyler Malmborg, PE
- Public Information Officer
  - Harry Newkirk, PE

# WORKLOAD CAPACITY

Our **partnership model with Consor** multiplies operational capacity and performance.

NEI's CEI team sits at 20 employees, with ongoing hiring to support future growth.

**Current Project Workload**

FDOT – Group 224

- SR A1A Resurfacing from International Speedway Blvd to Milsap Road
- SR A1A Resurfacing from North of SR 40 to Roberta Road

City of Daytona Beach (LAP Project)

- Beach Street Complete Streets Retrofit from Bay Street to Michigan Avenue

**NEI Team Availability**

- NEI currently has **TWO FULL CEI** teams available for upcoming projects, in addition to those already active.
- Additional support staff are also on hand and can be deployed at the City's request to meet evolving project needs.

# Workload and Availability

| Name | Company | Position | Availbilty for RFP 09-25-ENG (447711-1-54-01) Professional Services for CEI Oversight of the Washington Street Roadway Improvements |
|---|---|---|---|
| Bradley Bauknecht, PE | NEI | SPE/PA | 50% |
| Jordan Gibson | NEI | PA | 50% |
| Tino Van Horen | NEI | ACSS | 100% |
| Andrew Carden (Roadway) | NEI | Senior Inspector | 100% |
| Ian Bonk | NEI | Inspector | 100% |
| Chris Crouch (Utilities) | Consor | Senior Inspector | 100% |

## Additional Support Staff Available

| | | | |
|---|---|---|---|
| Thomas Delli Bovi, PE | NEI | Quality Control | 25% |
| Tyle Malmborg, PE | NEI | Design Quality Review | 25% |
| Harry Newkirk, PE | NEI | Public Information Officer | 25% |
| Lauren Adams, LA | NEI | Landscape Architect | 50% |
| Crystal Illano | NEI | CSS | 50% |
| Katie Christian | NEI | CSS | 50% |
| Kelly Bauknecht | NEI | ACSS | 100% |
| Annette Rodriquez | NEI | ACSS | 100% |
| Jefferey Rodriguez | NEI | Senior Inspector | 50% |
| Michael Arnold | NEI | Senior Inspector | 50% |
| Steven Ditommasso | NEI | Senior Inspector | 50% |
| Jacob Robinson | NEI | Senior Inspector | 50% |
| Wasim Khalid | NEI | Inspector | 50% |
| Donald Norfolk | NEI | Inspector | 100% |
| Justin Teal | NEI | Inspector | 100% |
| Nathanael Frazier | NEI | Inspector | 100% |
| William Duncan | Consor | Inspector | 100% |
| Crhis Westbrook | Consor | Senior Inspector | 100% |
| Matt Godwin | Civil Site | Inspector | 100% |

# PAST PERFORMANCE

- Secured **15 CEI projects** with FDOT, municipalities, and counties across the State of Florida
- Successfully managed over **$2 billion** in total construction costs
- Earned **Work Performance Evaluations from FDOT** across multiple districts that consistently **exceed expectations.**

# Procurement Development Application
# Consultant Grades History Report
## Sorted by Consultant Name and Graded Type of Work
## For District 5 - Deland

**NEWKIRK ENGINEERING, INC.**

| Work Type | Contract Number | Dist | Description | Qual | Sched | Mgmt | Const | Composite | Date of Last Evaluation | Project Manager |
|---|---|---|---|---|---|---|---|---|---|---|
| 3.1 | CA209 | 05 | SR 44 FRM SR 44 TO 500 FT E OF | 3.5 | 3.6 | 3.5 | 3.8 | 3.6 | 5/4/2024 | Shelley ChinQuee |
| Grade Averages for Work Group 3 : | | | | **3.5** | **3.6** | **3.5** | **3.8** | **3.6** | | |
| 10.1 | CAB24 | 05 | CEI Group 197 Lump Sum Pilot | 3.7 | | | | 3.7 | 11/26/2022 | Michael Raney |
| 10.1 | CAL93 | 05 | CEI Group 224 | 3.7 | | | | 3.7 | 11/23/2024 | Frederick Coe |
| Grade Averages for Work Group 10 : | | | | **3.7** | | | | **3.7** | | |

All grades are subject to rounding.
Schedule(Sched) = Average of all Schedule Grades
Management(Mgmt) = Average of all Management Grades
Quality(Qual) = Average of all Quality Grades
Constructability(Const) = Average of all Constructability Grades
Composite = Average of all Composite Grades

If Constructability Grade is given then Composite Grade= (0.25xS)+(0.25xM)+(0.25xQ)+(0.25xC)
For all others, Composite Grade= (0.25xS)+(0.25xM)+(0.50xQ)
* Ratio of Average Grade for Contract to District Average for Workgroup
District Average for Work Group = Average of all consultant contract grades in the work group for that district.

# Procurement Development Application
# Consultant Grades History Report
## Sorted by Consultant Name and Graded Type of Work
## For District 2 - Lake City

**NEWKIRK ENGINEERING, INC.**

| Work Type | Contract Number | Dist | Description | Qual | Sched | Mgmt | Const | Composite | Date of Last Evaluation | Project Manager |
|---|---|---|---|---|---|---|---|---|---|---|
| 10.1 | CAN62 | 02 | SR15(US17) FROM NORTH BOUNDARY ROAD TO SR207 - BDI | 3.6 | | | | 3.6 | 4/10/2025 | Richard Spellerberg |
| Grade Averages for Work Group 10 : | | | | **3.6** | | | | **3.6** | | |

All grades are subject to rounding.
Schedule(Sched) = Average of all Schedule Grades
Management(Mgmt) = Average of all Management Grades
Quality(Qual) = Average of all Quality Grades
Constructability(Const) = Average of all Constructability Grades
Composite = Average of all Composite Grades

If Constructability Grade is given then Composite Grade= (0.25xS)+(0.25xM)+(0.25xQ)+(0.25xC)
For all others, Composite Grade= (0.25xS)+(0.25xM)+(0.50xQ)
* Ratio of Average Grade for Contract to District Average for Workgroup
District Average for Work Group = Average of all consultant contract grades in the work group for that district.

# Procurement Development Application
# Consultant Grades History Report
## Sorted by Consultant Name and Graded Type of Work
## For District 8 - Turnpike

**NEWKIRK ENGINEERING, INC.**

| Work Type | Contract Number | Dist | Description | Qual | Sched | Mgmt | Const | Composite | Date of Last Evaluation | Project Manager |
|---|---|---|---|---|---|---|---|---|---|---|
| 10.1 | CAI06 | 08 | Resurface Suncoast MP 51-55 Friction Only | 3.4 | | | | 3.4 | 2/17/2023 | Karen Akers |
| Grade Averages for Work Group 10 : | | | | **3.4** | | | | **3.4** | | |

All grades are subject to rounding.
Schedule(Sched) = Average of all Schedule Grades
Management(Mgmt) = Average of all Management Grades
Quality(Qual) = Average of all Quality Grades
Constructability(Const) = Average of all Constructability Grades
Composite = Average of all Composite Grades

If Constructability Grade is given then Composite Grade= (0.25xS)+(0.25xM)+(0.25xQ)+(0.25xC)
For all others, Composite Grade= (0.25xS)+(0.25xM)+(0.50xQ)
* Ratio of Average Grade for Contract to District Average for Workgroup
District Average for Work Group = Average of all consultant contract grades in the work group for that district.

# Procurement Development Application
# Consultant Grades History Report
## Sorted by Consultant Name and Graded Type of Work
## For District 7 - Tampa

**NEWKIRK ENGINEERING, INC.**

| Work Type | Contract Number | Dist | Description | Qual | Sched | Mgmt | Const | Composite | Date of Last Evaluation | Project Manager |
|---|---|---|---|---|---|---|---|---|---|---|
| 10.1 | CAJ36 | 07 | USB41/SR685/Florida Ave/Tampa St fr Kennedy (CEI Grouping) | 3.6 | | | | 3.6 | 12/30/2024 | Andrew Williams |
| Grade Averages for Work Group 10 : | | | | **3.6** | | | | **3.6** | | |

All grades are subject to rounding.
Schedule(Sched) = Average of all Schedule Grades
Management(Mgmt) = Average of all Management Grades
Quality(Qual) = Average of all Quality Grades
Constructability(Const) = Average of all Constructability Grades
Composite = Average of all Composite Grades

If Constructability Grade is given then Composite Grade= (0.25xS)+(0.25xM)+(0.25xQ)+(0.25xC)
For all others, Composite Grade= (0.25xS)+(0.25xM)+(0.50xQ)
* Ratio of Average Grade for Contract to District Average for Workgroup
District Average for Work Group = Average of all consultant contract grades in the work group for that district.

# REFERENCES

## • Volusia County

Tim Karr, Engineering Assistant, Traffic Engineering

E-mail: tkarr@volusia.org Phone: (386) 290-1466

Bahram K. Joulaee, P.E. Civil Engineer III

E-mail: bjoulaee@volusia.org Phone: (386) 736-5968 x 12709

## • City of Daytona Beach

Justin Barton, Engineer II

E-mail: bartonjustin@codb.us Phone: 386-671-8807

## • City of New Smyrna Beach

Kyle Fegley, P.E. City Engineer

E-mail: kfegley@cityofnsb.com Phone: 386-410-2810

Kenny Ho, P.E. New Business Manager, Engineering Dept

E-mail: kho@nsbufl.com Phone: 386-424-3076

## • FDOT

Christopher Engels, D5 Deland Operations Construction Manager

E-mail: christopher.engels@dot.state.fl.us Phone: (386) 279-5444

Rick Coe, Construction Project Manager

E-mail: frederick.coe@dot.state.fl.us Phone: (386) 527-3831

## • City of Ormond Beach

Shawn Finley, P.E. Public Works Director

E-mail: shawn.finley@ormondbeach.org Phone: (386) 676-3292

Alex Schumann, P.E. City Engineer

E-mail: alex.schumann@ormondbeach.org Phone: (386) 676-3302

# DISCUSS THE PROJECT FIELD REVIEW



CONSTRUCTION PLANS
for
WASHINGTON STREET
ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

100% PLANS
NOT FOR CONSTRUCTION
PRINT DATE - JANUARY 2025

VICINITY MAP
SCALE: 1" = 400'
PROJECT LOCATION
BEGIN PROJECT STA. 0+48.47
END PROJECT STA. 18+14.16

CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
CITY HALL
NEW SMYRNA BEACH, FL 32168
KYLE FEGLEY, P.E.
CITY ENGINEER
386-410-2811
EMAIL: KFEGLEY@CITYOFNSB.COM

DRMP
941 LAKE BALDWIN LANE - ORLANDO, FLORIDA 32814

FPID NO. 447711-1-54-01

PROJECT SHEET INDEX

| | |
|---|---|
| C1.0 | COVER SHEET AND INDEX OF DRAWINGS |
| C1.1 | SIGNATURE SHEET |
| C1.2 | SUMMARY OF PAY ITEMS |
| C1.3 | ROADWAY TYPICAL SECTION |
| C1.4 - C1.5 | ROADWAY TYPICAL SECTION DETAILS |
| C1.6 | GENERAL NOTES |
| C1.7 | STORMWATER POLLUTION PROTECTION PLAN |
| C1.8 | EROSION CONTROL BEST MANAGEMENT PRACTICES |
| C2.0 | OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN |
| C2.1 | EXISTING CONDITIONS AND DEMOLITION PLAN - STA. 0+00 TO STA. 6+60 |
| C2.2 | EXISTING CONDITIONS AND DEMOLITION PLAN - STA. 6+60 TO STA. 13+20 |
| C2.3 | EXISTING CONDITIONS AND DEMOLITION PLAN - STA. 13+20 TO STA. 19+80 |
| C3.0 | OVERALL GEOMETRY PLAN |
| C3.1 | GEOMETRY PLAN - STA. 0+00 TO STA. 6+60 |
| C3.2 | GEOMETRY PLAN - STA. 6+60 TO STA. 13+20 |
| C3.3 | GEOMETRY PLAN - STA. 13+20 TO STA. 19+80 |
| C4.0 | OVERALL PAVING, GRADING AND DRAINAGE PLAN |
| C4.1 | PAVING, GRADING AND DRAINAGE PLAN - STA. 0+00 TO STA. 6+60 |
| C4.2 | PAVING, GRADING AND DRAINAGE PLAN - STA. 6+60 TO STA. 13+20 |
| C4.3 | PAVING, GRADING AND DRAINAGE PLAN - STA. 13+20 TO STA. 19+80 |
| C4.4 - C4.7 | ROADWAY CROSS SECTIONS |
| C4.8 - C4.9 | ROADWAY HALF SECTIONS |
| C4.10 | INTERSECTION IMPROVEMENT PLAN SAMS AVENUE |
| C5.0 | OVERALL STRIPING AND SIGNAGE PLAN |
| C5.1 | STRIPING AND SIGNAGE PLAN - STA. 0+00 TO STA. 6+60 |
| C5.2 | STRIPING AND SIGNAGE PLAN - STA. 6+60 TO STA. 13+20 |
| C5.3 | STRIPING AND SIGNAGE PLAN - STA. 13+20 TO STA. 19+80 |
| C6.0 | OVERALL UTILITIES PLAN |
| C6.1 | UTILITIES PLAN AND PROFILE - STA. 0+00 TO STA. 6+60 |
| C6.2 | UTILITIES PLAN AND PROFILE - STA. 6+60 TO STA. 13+20 |
| C6.3 | UTILITIES PLAN AND PROFILE - STA. 13+20 TO STA. 19+80 |
| C6.4 - C6.6 | UTILITY DETAILS |
| C7.0 | TTCP GENERAL NOTES AND PHASING NOTES |
| C7.1 | TTCP TYPICAL SECTIONS |
| C7.2 - C7.3 | TTCP PHASE DETOURS |
| E001 | ELECTRICAL SYMBOLS, LEGEND AND INDEX |
| E002 | ELECTRICAL NOTES |
| E100 | ELECTRICAL OVERALL PLAN |
| E101 | ELECTRICAL PLANS - AREA 1 |
| E102 | ELECTRICAL PLANS - AREA 2 |
| E103 | ELECTRICAL PLANS - AREA 3 |
| E104 | ELECTRICAL PLANS - AREA 4 |
| E105 | ELECTRICAL PLANS - SERVICE LOCATION |
| E501 | ELECTRICAL SCHEDULES & ONE-LINE DIAGRAM |
| E601 | ELECTRICAL DETAILS |
| E602 | ELECTRICAL CUTSHEETS |
| H1.1 | HARDSCAPE SHEET INDEX PLAN |
| H1.2 - H1.7 | HARDSCAPE PLAN WALK & PLANTER LAYOUT |
| H1.8 | HARDSCAPE NOTES & DETAIL |
| H1.9 | SIDEWALK EXTENSION DETAILS |
| L1.1 | LANDSCAPE SHEET INDEX PLAN |
| L1.2 - L1.5 | LANDSCAPE PLAN PLANTING PLAN |
| L1.6 | LANDSCAP PLANT LIST & PLANTING DETAILS |
| L1.7 | LANDSCAPE NOTES |

DRMP
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA
COVER SHEET AND INDEX OF DRAWINGS
FPID NO: 447711-1-54-01
SCALE: NONE
DATE: JUNE, 2024
DRAWING: C1.0

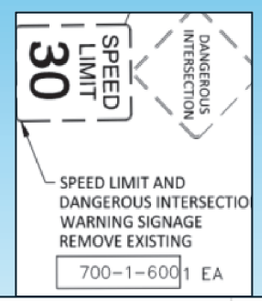
# Review: C1.2 Summary of Pay Items

- Pay item for Striping and Signage:
  - Single post mounted sign is wrongly annotated:
  - And has wrong Unit of Measure:
  - Pay Item per FDOT:




| | | |
|---|---|---|
| 0700 1 11 | SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF | AS |

- Pay item for Striping and Signage:
  - Single post sign removal is wrongly annotated:
  - And has wrong Unit of Measure:
  - Pay Item per FDOT:

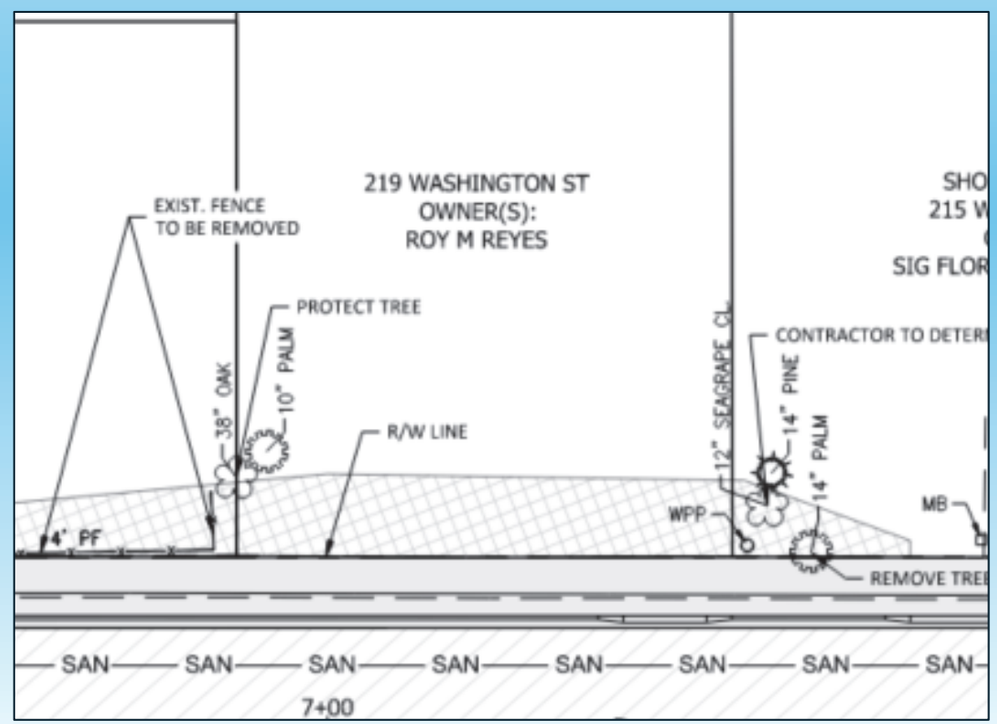



| | | |
|---|---|---|
| 0700 1 60 | SINGLE POST SIGN, REMOVE | AS |

# Review: C2.x Existing Conditions and Demolition plans

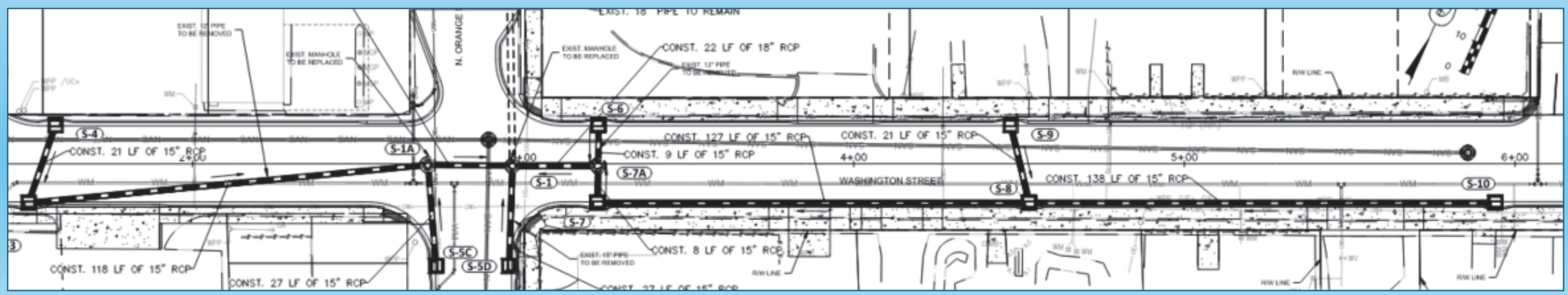
- During walkthrough, observed new house and driveway not shown on demolition plans. 219 Washington St.:

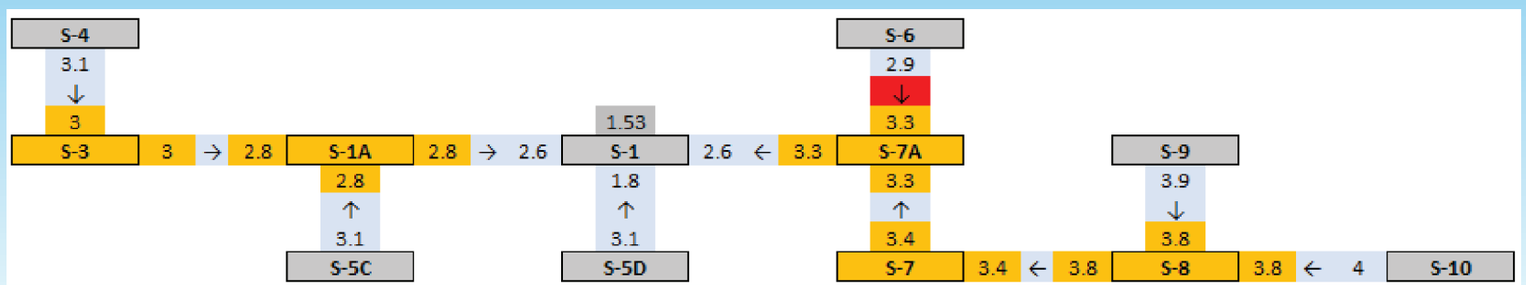


# Review: C4.1 Overall Paving, Grading and Drainage

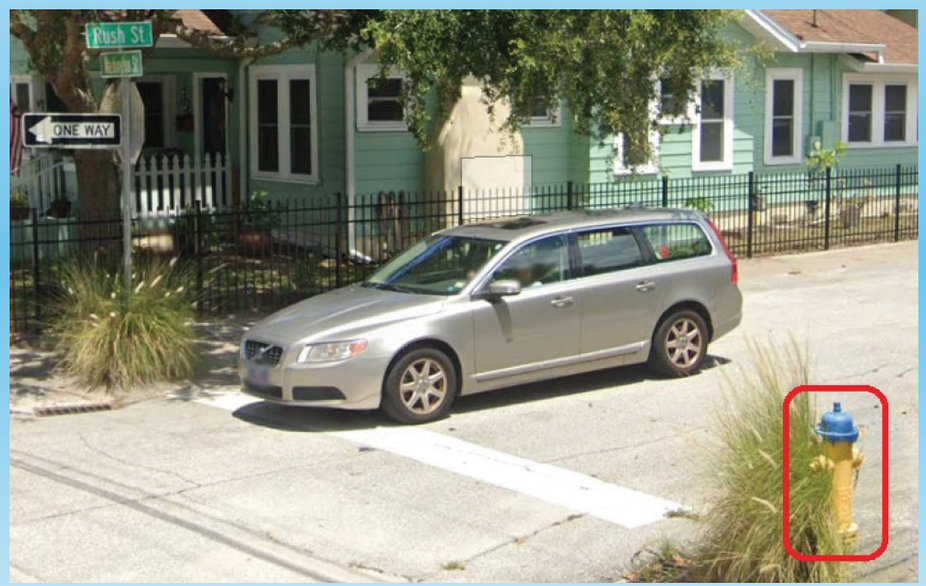
- Current Desing shows the same height for inflow and outflow. This is not optimal for positive flow.
- Structure S-6 has lower outflow than inflow of receiving structure S-7A, which result in no positive flow.

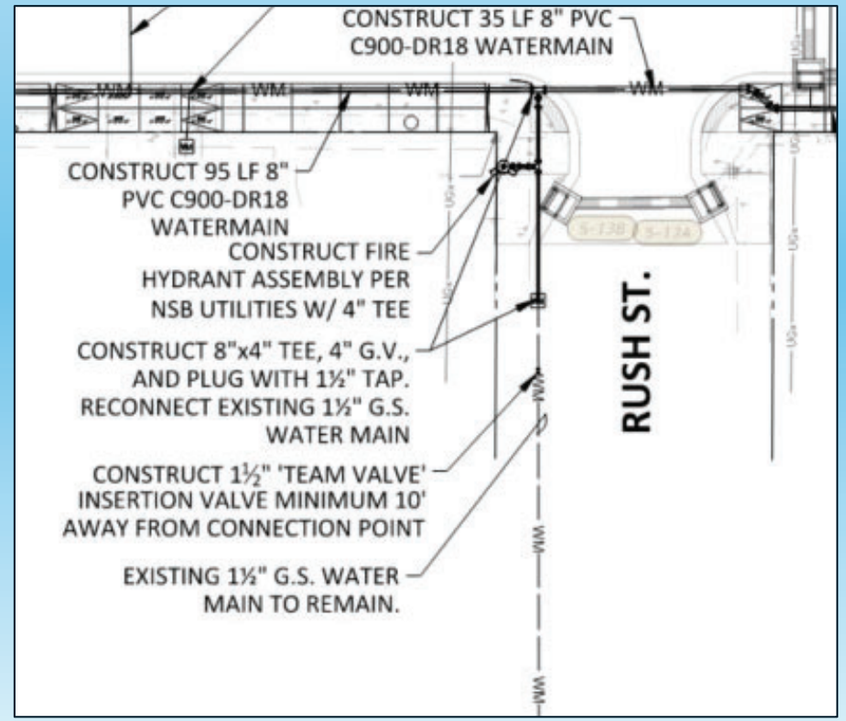


# Review C6.x: Utilities, continued

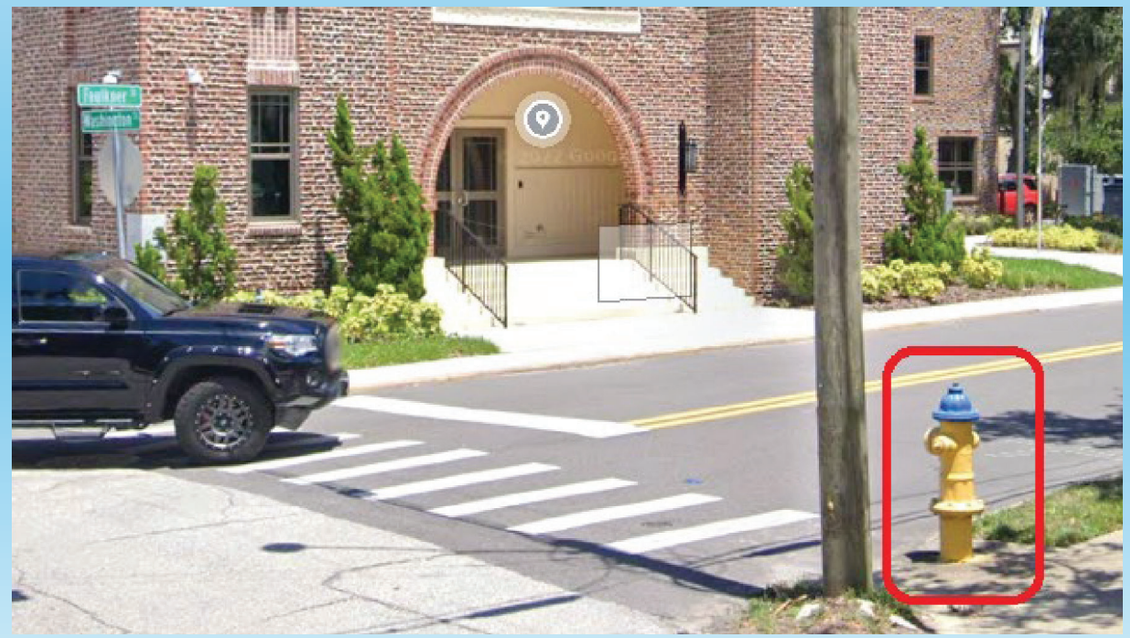
- Fire Hydrant called out to be installed at corner of Rush St. (south) is already on location.

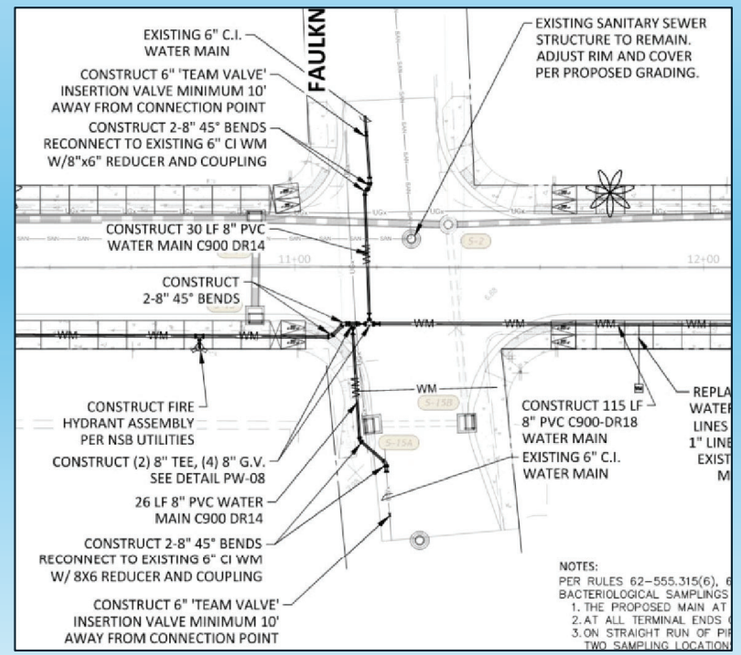


# Review C6.x: Utilities, continued

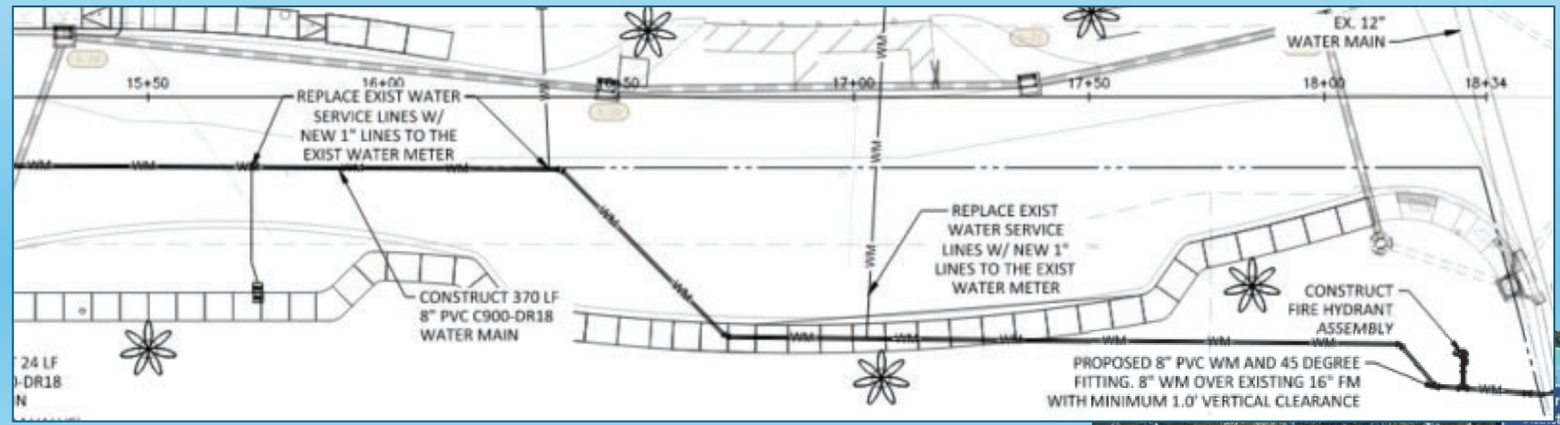
- There is an existing fire hydrant on the SW corner of Washington St. and Faulkner St. that is not showing on the plans.

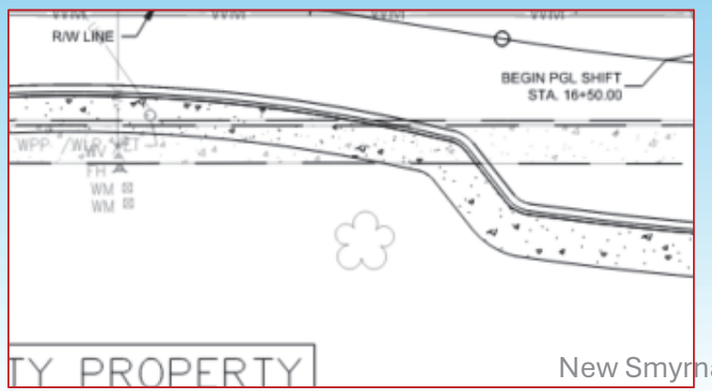


# Review C6.x: Utilities, continued

- There is a fire hydrant at the park near the oak tree not showing on any plan set.





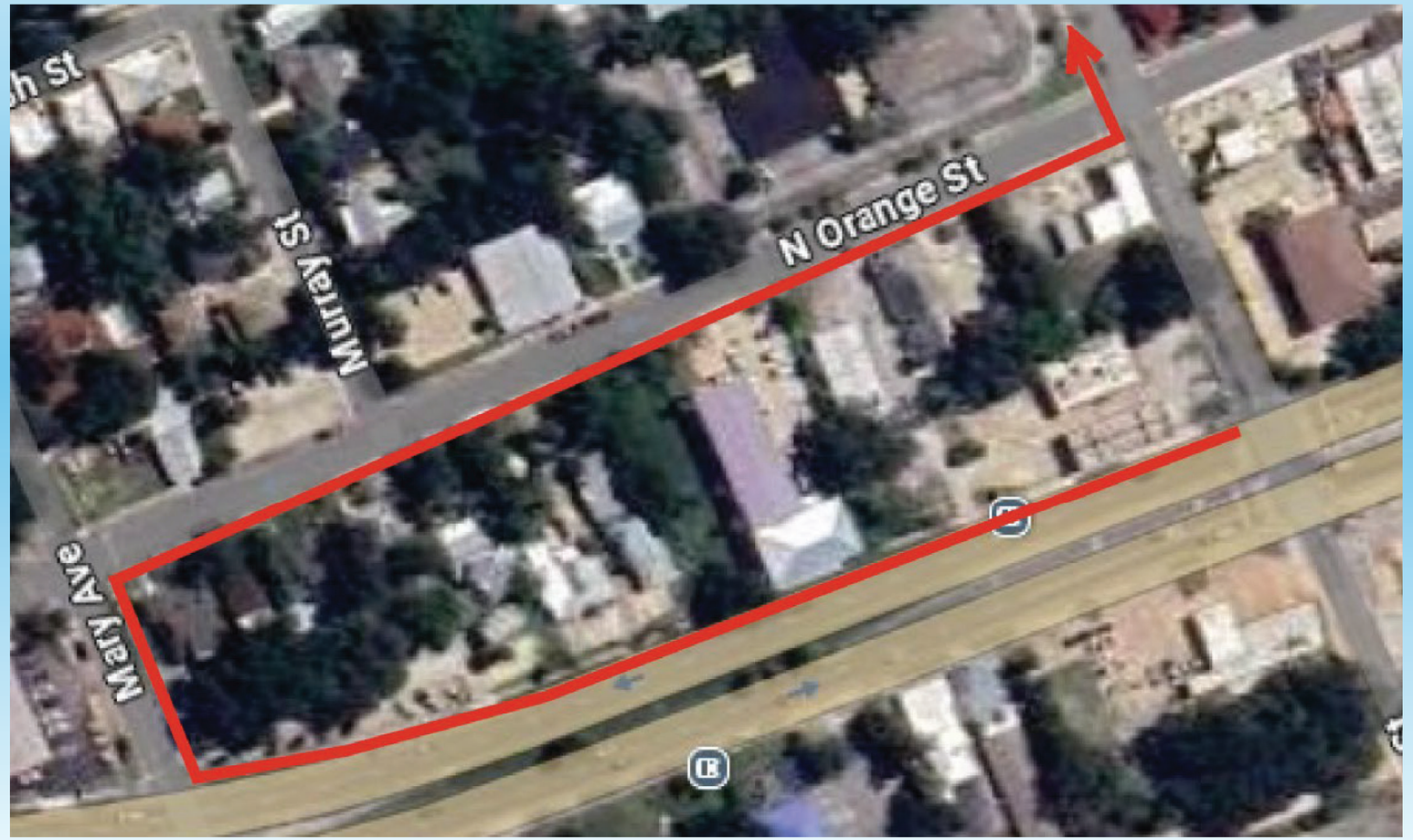

# Review C6.x: Utilities

- Washington St. and US-1 Intersection:
  - Loops at the traffic light.



# Review: C7.x TTCP, continued

Map of possible pedestrian detours for Washington St. section without sidewalk




- Pedestrian Detour would be South along US1 to Mary Avenue turn East to North Orange than turn South to Washington.


Questions?




# FEE SUMMARY




| Consultant | Contract Detail | | Consultant Totals | | |
|---|---|---|---|---|---|
| Newkirk Engineering Inc. Field | | | | | |
| **Labor(Unloaded)** | | $ | 161,346.10 | | |
| **Overhead%** | 150.22% | $ | 242,374.11 | | |
| **Operating Margin + CDAF%** | 30.00% | $ | 48,403.83 | | |
| **FCCM%** | 2.5110% | $ | 4,051.40 | | |
| **Loaded** | | $ | - | | |
| **Premium O/T** | | $ | - | | |
| **Straight O/T** | | $ | - | | |
| **Expense %** | 0.20% | $ | 322.69 | | |
| **Consultant Cost:** | | $ | 456,498.13 | **Contract Total:** | $ 508,171.92 |

SUBCONSULTANTS

| | | |
|---|---|---|
| Consor Field | $ | 43,700.99 |
| | $ | - |
| UES Field | $ | 7,972.80 |
| | $ | - |
| | $ | - |
| | $ | - |
| | $ | - |
| | $ | - |
| | $ | - |
| | $ | - |
| | $ | - |
| | $ | - |
| | $ | - |
| | $ | - |
| | $ | - |
| | $ | - |
| | $ | - |

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

**CONSIDER THE APPROVAL OF AWARD TO NEWKIRK ENGINEERING FOR CEI SERVICES FOR WASHINGTON STREET ROADWAY IMPROVEMENT PROJECT**

**May 13, 2025**

---

**Background:**

The Washington Street Roadway Improvement project is partially funded by an FDOT grant that in turn entails the City to have a consultant that is pre-qualified to conduct Construction, Enginering & Inspection (CEI) services with similar experience, background and qualifications (CTQP classifications) to sufficiently oversee the construction phase.

As such the City advertised for CEI services on February 20th for a period of about 5 weeks opening RFP proposals on March 26th.

Both the City and NSBU staff evaluated the initial four (4) proposals and reduced the number to three allowing the organizations to present their abilities, experience, qualifications and project approach that took place 4/17/25.

The evaluation committee members then using the same criteria established in the RFP once again evaluated all three firms coming up with scores from highest to lowest as follows:

Newkirk Engineering: 94
CDM Smith: 89.33
England-Thims & Miller: 78.33

**Findings:**

Newkirk Engineering distanced themselves from the other firms not solely based on technical expertise, but the condition they would be proactive with immediately resolving the residence and business concerns reducing negative feedback to staff, City Manager's office and Commissioners, forecasting the project schedule and informing property owners of potential impacts well in advance of being incurred, tentativeness to Maintenance of Traffic, keeping the Contractor on schedule and resolving conflicts in the field to minimize claims, and their in depth review of the corridor places them above the other firms and staff recommends City Commission approve Newkirk Engineering in order to begin negotiations for the contract which will be brough back to Commission for approval. Should staff not come to terms with the highest ranked firm (i.e. Newkirk) then negotiations with the succeeding firms in order of rank shall proceed until contract services are deemed acceptable by staff.

**Fiscal Analysis:**
The award of CEI Services has no monetary obligations at this time as the contract will be brought back to Commission for approval once the manhours and representative rates have been determined to provide the needed services.

**Strategic Plan Item:**
No

Staff Report Created By: Kyle Fegley - City Engineer

**Attachments:**

1 RFP 09-25-ENG w attachments.pdf
Evaluation Tabulation - both phases.pdf
Proposal - CDM Smith.pdf
Proposal - ETM.pdf
Proposal - Metric.pdf
Proposal - Newkirk.pdf

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

**SUMMARY OF ACTION**

## 1. OPENING OF MEETING

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

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

## 2. INVOCATION/PLEDGE OF ALLEGIANCE

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

## 3. APPROVAL OF THE AGENDA

**City Manager Cowper announced moving item (10B) to (9B).**

## 4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: National Public Works Week

4.B Proclamation: ALS Awareness Month

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

## 5. CITY MANAGER'S REPORT

5.A City Manager's Report

**No action.**

## 6. PUBLIC PARTICIPATION

**No action.**

## 7. CONSENT AGENDA

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

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

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

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

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

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

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

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

**Unanimously approved.**

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

**Unanimously approved.**

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

**Unanimously approved.**

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

**Unanimously approved.**

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

**Unanimously approved.**

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

**Unanimously approved.**

## 8. ADMINISTRATIVE ITEMS/NEW BUSINESS

**No action.**

## 9. QUASI-JUDICIAL HEARINGS

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

**This item was continued to the Tuesday, May 27, 2025, City Commission regular meeting.**

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

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

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

## 10. PUBLIC HEARINGS

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

**This item was continued to the Thursday, May 15, 2025, City Commission regular meeting.**

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

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

## 11. ORDINANCES FIRST READINGS

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

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

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

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

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

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

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

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

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

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

11.F Ordinance No. 27-25: Conduct a First Reading of an ordinance, which if adopted upon the Second Reading and Quasi-Judicial Hearing, would

rezone approximately 17.5 + acres of land located at 2350 Paige Avenue to City Conservation as part of an overall annexation application.

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

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

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

## 12. BOARDS AND COMMISSIONS

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

**This item was continued to the Thursday, May 15, 2025, City Commission regular meeting.**

## 13. MAYOR AND COMMISSIONER COMMENTS

**No action.**

## 14. CITY CLERK'S REPORT

**No action.**

## 15. CITY ATTORNEY'S REPORT

15.A Legislative Update

**This item was continued to the Thursday, May 15, 2025, City Commission regular meeting.**

## 16. ADJOURNMENT

**11:07PM**

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

**CONSIDER THE APPROVAL OF AN INTERLOCAL AGREEMENT WITH VOLUSIA COUNTY FOR SERVICES THROUGH THE VOLUSIA COUNTY PUBLIC WORKS - ROAD AND BRIDGES AND TRAFFIC ENGINEERING DIVISIONS.**

**July 22, 2025**

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**Background:**

An interlocal agreement with Volusia County for services through VC Public Works Division of Road and Bridges and Traffic Engineering Divisions. This agreement will provide specified municipal services and equipment to the City of New Smyrna Beach. Compensation to the County will be based on labor, OT labor, parts, materials, chemicals, and equipment.

Current agreement expires September 30, 2025. All of the terms and conditions for the updated 3-year term are the same except for section 10 from old agreement being removed. This is no longer needed with the State contracting directly with the County for the maintenance of the State signals. There is also a reduction in the number of signals in Exhibit A with the removal of those that are State owned.

**Fiscal Analysis:**

Based on need.

**Strategic Plan Item:**

No

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

**Attachments:**

New Smyrna-COV Interlocal Exp 2028 - rev removing signal 145.pdf

**COUNTY OF VOLUSIA INTERLOCAL AGREEMENT FOR PROVISION OF MUNICIPAL SERVICES TO THE CITY OF NEW SMYRNA BEACH, FLORIDA**

**THIS AGREEMENT** is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as **COUNTY**, and the City of New Smyrna Beach, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 210 Sams Avenue, New Smyrna Beach, Florida 32168, hereinafter referred to as **CITY**.

**RECITALS**

1. The COUNTY is authorized by Section 125.01(1)(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions.

2. Public agencies (including COUNTY and CITY) are authorized by Section 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of such public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY.

3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities as set forth in Section 163.01(2), Florida Statutes.

4. Pursuant to Section 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.

5. The City Commission of CITY, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with COUNTY for provision of such services, which services will be performed by COUNTY personnel.

6. COUNTY certifies that it has qualified personnel or subcontractors to perform the services enumerated herein.

**NOW, THEREFORE,** in consideration of the mutual promises contained herein, the parties agree as follows:

## PART I. GENERAL PROVISIONS

7. The foregoing representations are hereby adopted as a material part of this Agreement.

8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* services and equipment to the CITY (hereinafter, the Contract Services), at an agreed upon level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefor.

9. **COUNTY DEPARTMENTS.** COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization lines of the COUNTY'S DEPARTMENTS (hereinafter, Departments). The Director of the applicable Department (or his or her designee) shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation and implementation of this Agreement.

10. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are *municipal* level of services as described in the attached Addendum. Such Contract Services shall be provided by COUNTY resources distinct from the level of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, "County Services"), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein.

11. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of CITY, any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY.

12. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the general managerial and policy decisions of the CITY. The CITY may identify specific tasks within the Services described in Article 21 of this Agreement to be performed by COUNTY, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set forth below,

the COUNTY shall have the responsibility for the operational management of the provision of the actual service. It is the intent of the CITY that the CITY'S general management decisions referenced above are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below in this Article 12 or specifically set forth in the Addendum referenced in Article 21. Should the CITY direct or exercise operational control in fact and there be liability to third parties and/or to the COUNTY that flows therefrom, then the CITY shall have responsibility for all liability arising therefrom subject to the provisions in recital number 4 and Article 13 of this Agreement. For all other services provided by the COUNTY where specific professional standards are applicable to the performance of service tasks, the COUNTY'S designated officer in charge (OIC), or his or her designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director, or the OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein. The CITY shall make no claim against the COUNTY predicated upon the theory that the failure to provide services at a given time caused damages to the CITY or a third party complainant.

13. **SOVEREIGN IMMUNITY**. Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted or may be adopted by the Florida Legislature, and any liability of either party for damages shall not exceed the statutory limits of liability for tort, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

14. **PERSONNEL MATTERS.** COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an as needed basis. This Agreement shall not require any particular COUNTY employee to be dedicated full time to the Contract Services. All COUNTY personnel assigned to perform Contract Services shall remain subject to the COUNTY Merit System of Rules and Regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the appointment authority for such employee, for all purposes designated under the COUNTY Merit System of Rules and Regulations. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

15. **TERM**. This Agreement shall commence on **October 1st, 2025** and shall terminate at midnight on **September 30th, 2028** unless terminated pursuant to the provisions of Article 16.

16. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Article 17, given no less than **90** days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefor is signed by an employee, official, or representative of the other party.

17. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons:

a. COUNTY: County Manager, George Recktenwald, Thomas C. Kelly Administration Center, 123 W. Indiana Avenue, DeLand, Florida 32720.

b. CITY: City Manager, Kevin Cowper, 210 Sams Av, New Smyrna Beach, Florida 32168.

18. **THIRD PARTIES**. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

19. **DISPUTE RESOLUTION**. Any disputes concerning non-performance, or other aspects of this agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Conflict Resolution Act."

20. **SEVERABILITY**. If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

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## PART II. SPECIFIC SERVICES

21. **LEVEL OF SERVICE.** COUNTY agrees to provide the personnel and equipment at the level of service specified in the *The Delivery of Municipal Services to the City of New Smyrna Beach Fiscal Years 2025-26, 2026-27 and 2027-28* which is hereby attached as the eleven page Addendum to this Agreement and is incorporated in this Agreement by this reference. Should the CITY desire the COUNTY provide services either different in kind, or at a service level different than that contemplated herein, the City Manager shall make written request therefor to the County Manager or his designee and such notice shall be sent in accordance with Article 17. Any mutually agreed-upon modification to the kind of service and/or level of service to be provided by the COUNTY shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of the COUNTY to provide a change to services which increases the level of service, the new level of service shall commence within sixty days following the date of execution of the written agreement by the COUNTY or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring the COUNTY to agree to make a change to the kind of service and/or increase to the level of service to be provided by the COUNTY. Upon a change in kind of service and/or increase in the level of service to be provided by the COUNTY compensation to the COUNTY shall be immediately adjusted to conform to the new service provided.

22. **COMPENSATION**. CITY shall pay the COUNTY in accordance with the compensation set forth in the Addendum. CITY shall pay the sum invoiced within thirty (30) days of receipt of the bill from COUNTY.

23. **ENTIRE AGREEMENT**. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

**This space intentionally left blank**

**IN WITNESS WHEREOF,** the parties to this County of Volusia Interlocal Agreement for Provision of Municipal Services to the City of New Smyrna Beach have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

**COUNTY OF VOLUSIA**

By:_____
Name: George Recktenwald
Title: County Manager
Dated: _____

By:_____
Name: Jeffrey S. Brower
Title: County Chair
Dated: _____

ATTEST:

**CITY OF NEW SMYRNA BEACH**

By:_____
Name: Sharon Taylor-Harding
Title: Interim City Clerk
Dated: _____

By:_____
Name: Fred Cleveland
Title: Mayor
Dated: _____

By:_____
Name: Kevin Cowper
Title: City Manager
Dated: _____

# ADDENDUM

## COUNTY OF VOLUSIA, FLORIDA

**The Delivery of Municipal Services**
**to the**
**City of New Smyrna Beach**

**Fiscal Years 2025-26, 2026-27 and 2027-28**

# DEPARTMENT OF PUBLIC WORKS SERVICES
# CITY OF NEW SMYRNA BEACH
# FY 2025-26, 2026-27 AND 2027-28

| Services | Annual Cost |
|---|---|
| Road and Bridge | As Needed |
| Traffic Engineering | As Needed |

## Public Works Services Overview

The City of New Smyrna Beach (CITY) contracts with the County of Volusia (COUNTY) to provide services from the Department of Public Works Divisions of Road & Bridge and Traffic Engineering.

## Compensation

Compensation will account for actual services provided and will be charged in accordance with the following unless otherwise specified in the below description of services:

**a.** **Labor (First 40 hrs of work week)**: Work hours x current hourly wage rate x current overhead rate at the time of service. Labor will be charged to the nearest one-quarter hour.

**b.** **Overtime Labor (Hours over 40 for work week)**: Work hours x current hourly wage rate at time of service x 1.5 x current overtime overhead rate at the time of service. Overtime labor will be charged to the nearest one-quarter hour.

**c.** **Parts, Materials and Chemicals**: All parts, materials and chemicals that are used will be billed at actual cost.

**d.** **Equipment**: All equipment will be billed at the Public Works equipment rate at the time of service.

After hours work shall be work that was performed during those hours other than regular time and shall include holidays. Holidays are defined as those days officially designated as holidays by the Volusia County Council. After hours work shall be compensated based on both work time and travel time. There is a minimum two (2) hour after-hours call-out charge.

**Billing**
The COUNTY shall send the CITY a monthly invoice with documentation. The CITY shall pay all charges made in accordance with this Agreement within 30 days of receipt of the invoice, regardless of whether one or multiple CITY departments/divisions received services under this agreement.

# Road and Bridge Division

The COUNTY may perform general maintenance and repair work on an "as available" basis for CITY maintained roadway and drainage infrastructure. For all requested work, the COUNTY will provide the CITY with a written cost estimate. The CITY manager or designee must then provide the COUNTY written authorization prior to commencement of the work, with the COUNTY's cost estimate as an attachment referenced in the authorization.

All Road and Bridge services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY.

# Traffic Engineering Division

## A. Maintenance and Operation of Traffic Control Devices

The CITY is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit "A". The COUNTY, at the request of the CITY, shall maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the CITY'S traffic control devices with the COUNTY will promote an integrated and balanced traffic network in Volusia County to the benefit of all residents.

The COUNTY shall also maintain and operate auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals, high intensity LED signs, and other devices associated with those identified in Exhibit "A" as requested by the CITY. The CITY will reimburse the COUNTY for all operational work performed on auxiliary equipment at the CITY's request regardless of whether the signal is a City, County or State signal.

The CITY and COUNTY may modify Exhibit "A" throughout the life of this Agreement to account for new or removed Traffic Control Devices by written notification from the CITY'S Public Works Director to the Volusia County Traffic Engineering Director.

Service requests for the maintenance and operation of traffic control devices covered by this agreement shall be satisfied by the COUNTY when personnel and equipment are available.

## 1. Preventative (Routine) Maintenance

Preventive (routine) maintenance is a program to inspect and perform a set of standard actions to reduce the chance of a traffic control device failure. This maintenance also includes the repair and/or replacement of components as necessary to ensure continued proper operation of the devices.

a. **Traffic Signal Preventive Maintenance**

The COUNTY shall perform a minimum of two (2) preventive maintenances per year on each Traffic Signal, Traffic Signal with Pedestrian Features, and Emergency Traffic Signal as identified in Exhibit "A". The preventive maintenance will be done to current COUNTY standards, which are consistent with Florida DOT standards. The COUNTY's current standard for mast arms is galvanized steel. If the CITY requests painted mast arms, the CITY shall be responsible for maintaining the paint and will notify the COUNTY at least one week prior to performing preventative painting maintenance.

b. **Traffic Signal Rebuild**

Traffic Signal overheads should be rebuilt every 5 – 10 years due to the impact of the environment on the electronic components. The COUNTY will recommend a traffic signal rebuild when multiple failures requiring immediate repair occur in the same year. The COUNTY will submit a recommendation and a cost estimate to the CITY for the rebuild and the work will not be completed without the written approval of the CITY.

c. **Flasher Inspection and Timing (School Flashers, RRFBs, Warning Flashers, etc.)**

i. The COUNTY shall perform a minimum of one (1) flasher inspection per year, including the verification or new programming of each school flasher timing.

ii. The COUNTY shall perform an initial (one-time) assessment and inventory of all school flashers, if none is available. This is a separate task from the annual inspection.

d. **Painted Mast Arm Structures**

Maintenance of the paint finish for mast arm structures that were painted at the direction of the CITY is not included as part of this agreement. Paint maintenance shall be the responsibility of the CITY and shall be performed in accordance with FDOT specifications. Any mast arm paint finish agreements executed between the CITY and FDOT will continue to govern painted mast arm structures in the event that Exhibit "A" is modified.

## 2. Response (Emergency) Maintenance

Response (emergency) maintenance is the immediate repair of a failed traffic control device to restore the device to normal operation. Response maintenance repairs can be either a Final Repair or a Temporary Repair as defined below:

Final Repair – The traffic control device is returned to normal operation.

Temporary Repair – The traffic control device is set into a mode of safe operation (such as on flash) until a final repair can be made. If the device is not able to be placed into a mode of safe operation, alternative traffic control methods (i.e. stop signs) will be implemented by the City.

During business hours (7:00AM - 3:30 PM, Monday through Friday), the CITY shall contact Volusia County Traffic Engineering (386-736-5968) to request response maintenance repairs. At all other times, the CITY shall contact the County Central Dispatch Center (Sheriff Operations Center) (386-736-5999).

The CITY shall identify three (3) City employees and provide contact information for each to the COUNTY for the purpose of providing emergency follow up information. Any call for response maintenance repairs from either the CITY or from the County Central Dispatch Center (Sheriff's Office Dispatch) will be responded to by the COUNTY and the services performed will be paid for by the CITY.

The COUNTY shall establish the priority of each response maintenance call based on the number of calls, the resources available and the nature of each call.

If response maintenance repairs are significant in nature (signal pole knock-down, traffic control device rebuild) the COUNTY will begin work on a Temporary Repair while contacting the CITY for authorization to complete the Final Repair. The Temporary Repair will be kept in place and maintained by the CITY until the COUNTY receives written authorization from the CITY for the Final Repair. Upon request, the COUNTY will provide the CITY with a cost estimate for the Final Repair. It is the CITY'S responsibility to collect insurance or other compensation from the parties that damaged the city equipment.

If COUNTY personnel cannot complete a response maintenance repair, COUNTY personnel will complete a Temporary Repair. The COUNTY will contact the CITY for written authorization to issue a Notice to Proceed to one of the COUNTY'S contractors to complete the repair. Upon request, the COUNTY will provide the CITY a cost estimate from the Contractor.

## 3. Operational Maintenance – Traffic Signal Timing

Traffic signal retiming may be required every few years due to changes in traffic flow. Controllers will be inventoried and brought up to COUNTY standards.

Requests received by the COUNTY from the Public or the CITY regarding traffic signal malfunctioning, signals not operating correctly or signals needing retiming shall be handled as Response Maintenance to ensure all equipment and controller timings are functioning correctly.

The CITY can request that the COUNTY complete a study to retime an intersection. Upon request, the COUNTY will provide the CITY with a cost estimate. If CITY approves the retiming effort, then the COUNTY will conduct the study and implement any necessary retiming.

## 4. Design Modifications

Design modifications are changes to the approved design and operation of an existing traffic control device/signal. Design modifications can include changes in signal locations, configuration or displays among other design aspects.

The COUNTY will not begin work on any design modifications without an engineering study signed and sealed by a Professional Engineer licensed in the State of Florida. The COUNTY can provide the CITY with a cost estimate to complete the modification upon request.

The COUNTY can provide the CITY left-turn warrants and left-turn display (protected versus protected-permitted or Flashing Yellow Arrow conversion) studies upon request. If the study recommends a change, which is approved by the CITY, the COUNTY can then implement the modification. Cost estimates for the COUNTY to complete the above work can be provided to the CITY as requested.

## 5. Maintenance of Traffic

During preventive maintenance, the COUNTY or its contractor shall be responsible for maintaining safe traffic flow. During response (emergency) maintenance when law enforcement personnel are necessary to maintain safe traffic flow or worker safety, the COUNTY or its contractor shall notify local police to arrange for law enforcement.

In case of an Act of God emergency situation (e.g., hurricane, summer thunder or winter storm, tornado) that causes the loss of power to multiple traffic signals or major damage to traffic signals, the CITY shall arrange for any necessary law enforcement or placement of temporary traffic control devices (e.g., stop signs) at all appropriate traffic signal locations. Where the CITY has made previous modifications for emergency service generator hook-ups, the COUNTY will coordinate with the CITY on the need to place said generators. It will be the CITY'S responsibility to ensure the emergency service generator(s) are fueled and operational.

## 6. Equipment and Stock

The COUNTY will provide all equipment, parts and materials for work done for the CITY. The COUNTY shall maintain standard signal equipment in stock. The COUNTY may not stock auxiliary items such as emergency preemption devices, audible pedestrian signals and transit priority devices, but will order on an as-needed basis.

## 7. Electrical and Communication Costs

The CITY shall retain the responsibility to pay all related traffic control device power and communication costs. The CITY shall be responsible for the installation of any necessary communication devices in any master cabinet and shall pay the monthly charges for such communications.

## 8. Red Light Running Cameras and License Tag Readers

Red Light Running Cameras and License Tag Readers are typically maintained and operated through a separate agreement between the CITY and a Vendor. The COUNTY will not provide any services related to Red Light Running Cameras or License Tag Readers. If the CITY desires to install Red Light Running Cameras or License Tag Readers on Traffic Control Devices maintained by the COUNTY along state or county roads, the CITY agrees to (1) install and pay for any separate power service hook-ups, (2) reimburse the COUNTY for any power or lightning damage repairs if any device is installed within the controller cabinet to monitor the red indication output, and (3) the CITY will hold harmless the COUNTY for any power or lightning damage emanating from the COUNTY Traffic Control Device infrastructure and power service.

## 9. Emergency Vehicle Preemption

Emergency vehicle preemption devices on CITY (or COUNTY) emergency vehicles improve the safety of first responders and motorists on Volusia County's roadways while also reducing response times to life-threatening emergencies. The following Standard Operating Procedure shall be implemented on all CITY emergency vehicles to ensure that this technology is used effectively and efficiently:

### a. Use of only Opticom GPS vehicle kits

Commitment to Opticom GPS ensures that an emergency vehicle that comes to a stop on approach to an intersection will not lock up the intersection in an extended preemption. The CITY will upgrade any Opticom Infrared vehicle kits within 12 months. If the CITY requires more than 12 months to complete the upgrades, the CITY will notify the COUNTY and provided an estimated completion date.

### b. Use of Opticom GPS only when traveling in the emergency mode

The CITY shall establish a directive that allows for the use of Opticom emergency vehicle preemption equipment only when responding or transporting in the emergency mode. The CITY shall ensure Opticom GPS units will not be used when the vehicle's emergency lighting is not activated.

**c. Passive installation design**

Opticom GPS vehicle kits will be wired to only activate when the vehicle's primary emergency lighting is activated. This design will prevent the potential for inappropriate use of the emergency vehicle preemption system.

**d. Information sharing with employees**

The CITY shall disseminate a directive to its employees explaining the functions and limitations of emergency vehicle preemption. This document will specifically instruct employees not to presume that a green light will be guaranteed and clearly asserts that Opticom preemption devices will only be used in the emergency mode.

**e. Potential for Future Requirements from the Florida Department of Transportation**

The Florida Department of Transportation (DOT) required each local jurisdiction in Seminole, Orange and Osceola counties to activate the license key and enter into an annual maintenance agreement with Opticom, to assign a unique identity number for each vehicle, and to monitor the usage of emergency vehicles to minimize any potential misuse of Opticom. If the Florida DOT requires this in Volusia County, the local jurisdictions will need to budget for the additional expense. The license key is approximately $750 per intersection and there will be an ongoing annual maintenance agreement fee with Opticom.

## B. Other Services

Other traffic engineering services not identified in this agreement can be requested by the CITY in writing. The services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. These services include:

**1. Administrative Services**

Administrative Services involving new or replacement signal design or COUNTY staff appearance or attendance before CITY meetings per CITY Staff request.

**2. Traffic Counts and Studies**

Traffic Counts and Studies involving annual daily traffic counts on city roads and unique traffic studies responding to and resolving traffic related complaints from the public or elected officials. Such studies could include, but not limited to: Spot Speed, Multi-Way Stop, Signal Warrant, Vehicle Classification and Turning Movement Count.

**3. Other Services**

Other services include, but are not limited to, additional on-call personnel, traffic control for special events (parades, festivals), house moving, etc.

## Natural and Manmade Disaster Emergency Response Services
## Department of Public Works

The COUNTY can provide Emergency Response Services for state and federally declared disasters as requested by the CITY for the above listed services. The emergency response services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. Emergency services provided by the COUNTY will be billed to the CITY in accordance with this Agreement.

# EXHIBIT A
# CITY OF NEW SMYRNA BEACH - TRAFFIC CONTROL DEVICES
As of 4/15/2025

WITHIN COASTAL ZONE ☑ YES ☐ NO

| Asset # | Location | TS | IMTS | ICB | PFB | FDS | SAWD BOS | TWB | UPS | OPT | Mast Arm | Painted | Ownership |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 014 | RIVERSIDE DR @ WAYNE AV | | | | | | | ✓ | | | | | CITY |
| 028E | S ATLANTIC AV @ OYSTER QUAY | | | | RRFB | | | | | | | | CITY |
| 028W | S ATLANTIC AV @ OYSTER QUAY | | | | RRFB | | | | | | | | CITY |
| 029E | S ATLANTIC AV @ SEA WOODS BLVD | | | | RRFB | | | | | | | | CITY |
| 029W | S ATLANTIC AV @ SEA WOODS BLVD | | | | RRFB | | | | | | | | CITY |
| 042 | WASHINGTON ST @ FAULKNER ST | | | | | | | ✓ | | | | | CITY |
| 076E | 30TH AV @ S ATLANTIC AV | | | | RRFB | | | | | | | | CITY |
| 076W | 30TH AV @ S ATLANTIC AV | | | | RRFB | | | | | | | | CITY |
| 094E | CR A1A @ 9TH AV | | | | | | | LE LED | | | | | CITY |
| 094W | CR A1A @ 9TH AV | | | | | | | LE LED | | | | | CITY |
| 095E | CR A1A @ 12TH AV | | | | | | | LE LED | | | | | CITY |
| 095W | CR A1A @ 12TH AV | | | | | | | LE LED | | | | | CITY |
| 096E | CR A1A @ 15TH AV | | | | | | | LE LED | | | | | CITY |
| 096W | CR A1A @ 15TH AV | | | | | | | LE LED | | | | | CITY |
| 097E | CR A1A @ 18TH AV | | | | | | | LE LED | | | | | CITY |
| 097W | CR A1A @ 18TH AV | | | | | | | LE LED | | | | | CITY |
| 098E | CR A1A @ 21ST AV | | | | | | | | | | | | CITY |
| 098W | CR A1A @ 21ST AV | | | | | | | | | | | | CITY |
| 147 | FLAGLER AV @ PINE ST | ✓ | | | | | | | | | ✓ | ✓ | CITY |
| 160 | SR44/N CAUSEWAY @ BARRACUDA BL | ✓ | | | | | | | | | | | CITY |
| 342 | ATLANTIC AV @ MATHEWS AV | ✓ | | | | | | | | | | | CITY |
| 405 | 10TH ST @ MYRTLE AVE | ✓ | | | | | | | ✓ | F | ✓ | ✓ | CITY |
| 443 | CR A1A/S ATLANTIC AV @ E 7TH AV | ✓ | | | | | | | | | | | CITY |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 444 | CR A1A/S ATLANTIC AV @ E 24TH AV | ✓ | | | | | | | | | | | CITY |
| 529E | BUSINESS SR44/CANAL ST @ MYRTLE AV | | | | SZ | | | | | | | | CITY |
| 529W | BUSINESS SR44/CANAL ST @ MYRTLE AV | | | | SZ | | | | | | | | CITY |
| 616E | SAXON DR @ 8TH AV | | | | | | | LE LED | | | | | CITY |
| 557N | SAXON @ SANDPIPER | | | | SZ | | | | | | | | CITY |
| 557S | SAXON @ SANDPIPER | | | | SZ | | | | | | | | CITY |
| 616W | SAXON DR @ 8TH AV | | | | | | | LE LED | | | | | CITY |
| 617E | SAXON DR @ SANDPIPER ST | | | | | | | LE LED | | | | | CITY |
| 617W | SAXON DR @ SANDPIPER ST | | | | | | | LE LED | | | | | CITY |
| 632E | Airport @ Luna Bella LN | | | | | | | LE LED | | | | | CITY |
| 632W | Airport @ Luna Bella LN | | | | | | | LE LED | | | | | CITY |
| 633E | Airport @ Castello DR | | | | | | | LE LED | | | | | CITY |
| 633W | Airport @ Castello DR | | | | | | | LE LED | | | | | CITY |

TS - Traffic Signal OPT - Opticom (F) – Fire (B) – Bus Priority
IMTS – Traffic Signal Interconnected & Monitored
ICB – Intersection Control Beacon
PFB - Pedestrian Flashing Beacon (SZ) - School Zones & (RRFB) - Rectangular Rapid Flashing Beacon
FDS - Emergency Fire Dept Signal
SAWD/BOS – Speed Activated Warning Display or Blank Out Sign
TWB - Traffic Warning Beacon (LE LED) - Leading Edge LED
UPS - Uninterruptible Power Supply/Battery Backup

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

**CONSIDER TERMINATING THE AGREEMENT WITH YAUPON BROTHERS LLC. TO HARVEST YAUPON TEA LEAVES FROM INDIAN RIVER LAGOON PARK IN 2020.**

**July 22, 2025**

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**Background:**

The city entered into an agreement with Yaupon Brothers LLC to harvest Yaupon tea leaves from Indian River Lagoon Park in 2020. The agreement was renewed in 2021, for a 5-year period expiring in 2026. Bryon White as the Chief Executive Officer has given the city 30-days notice under section 2 of the agreement to terminate this agreement.

**Fiscal Analysis:**

N/A

**Strategic Plan Item:**

No

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

**Attachments:**

Updated Yaupon Brothers Agreement thru 2026.docx
Yaupon Brothers Agreement 2021 for CC Approval 1-12-21 signed.pdf
Termination of Yaupon License.pdf
FW_ NSB Agreement.pdf

**LICENSE AGREEMENT BETWEEN**
**YAUPON BROTHERS, LLC AND CITY OF NEW SMYRNA BEACH**

This Agreement is made and entered into by and between **YAUPON BROTHERS, LLC**, a Florida limited liability company, whose address is 1814 Fern Palm Drive, Edgewater, FL 32132; (referred to as **"YAUPON BROS."**) and the **City of New Smyrna Beach, Florida**, a Florida municipal corporation, whose address is 210 Sams Avenue, New Smyrna Beach, Florida 32168 (hereinafter **"CITY"**).

**RECITALS**

**WHEREAS,** CITY owns certain real property on which wild yaupon trees grow (the "Yaupon Site") along the western side of Saxon Drive, generally located between 10th Avenue and Division Street with legal description as follows:

> 22 17 34 ALL LAND W OF RIVERSIDE DR BETWEEN 10TH ST & S/L OF SEC EXC IRREG PARCEL IN SW COR BEING APPROX W 2000 FT ON S/L & APPROX S/L OF 27TH AVE W OF & MEAS ON RIVERSIDE DR & EXC IRREG PARCEL S 4100 FT ON W/L PER OR 1203 PG 65 PER OR 1527 PG 4 & EXC RD R/W BEING S 25 FT MEAS ON W/L & MEAS 85 FT ON SAXON DR PER OR 2179 PG 372 & EXC S 68.56 FT N OF N/L OF WLY EXT OF 12TH ST OF E 140.98 FT W OF SAXON BLVD & N 31.44 FT S OF N/L OF WLY EXT OF 12TH ST OF E 141.44 FT W OF SAXON BLVD & EXC 291.36 FT S OF W EXT OF N/L BLK J NEW SMYRNA BCH OF E 120 FT W OF SAXON BLVD PER OR 3643 PG 1349 & OR 4216 PGS 1868 THRU 1878

and with parcel ID number 742200000010, and

**WHEREAS,** YAUPON BROS. desires the sustainable maintenance and harvesting of wild yaupon trees on the aforesaid CITY controlled lands; and

**WHEREAS,** CITY has determined that the Yaupon Site would be appropriate land for such activities; and

**WHEREAS,** YAUPON BROS. is willing to benefit the CITY by responsibly controlling and eradicating invasive species of flora within the Yaupon Site.

**NOW, THEREFORE,** in consideration of the foregoing recitals, the parties agree and stipulate as follows:

**1. YAUPON BROS..** YAUPON BROS. is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Florida with full legal right, power, and authority to conduct its operations, and to execute, deliver, and perform its obligations under this Agreement.

**2. TERM OF AGREEMENT.** The term of this Agreement is for a period of five (5) years, beginning November 1, 2021 through October 31, 2026. Either party may terminate without cause on 30 days' notice.

**3. EFFECTIVE DATE.** The effective date of this Agreement shall be the date on which the last party's signature is executed.

**4. HARVESTING AND CULTIVATION PLAN.** YAUPON BROS. shall at all times adhere to the terms of its Standard Operating Procedures ("SOP"), attached hereto and fully incorporated into this Agreement. At the outset of the initial Term, harvesting of yaupon will only commence on ten (10) acres of the Yaupon Site, while invasive plant removal will begin for the entirety of the parcel comprising the Yaupon Site. At its own cost, YAUPON BROS. will pay to have the initial ten (10) acres of cultivable land in the Yaupon Site certified as USDA organic. Once the harvesting process, under the yaupon preservation procedures of the SOP, is completed for the initial ten (10) acres, YAUPON BROS. may commence harvesting on the remaining land in the Yaupon Site. Harvesting and invasive plant monitoring and removal may be carried out quarterly, with a progress/harvest report issued to CITY at the conclusion of the quarter detailing the quantity of product harvested and invasive species removed. YAUPON BROS. will be responsible for transporting removed invasive flora to the street, where the CITY would be responsible for collection of such. YAUPON BROS. understands that CITY owned lands may occasionally be closed for special events or maintenance, and in the event that such lands are closed, is prohibited from harvesting or cultivation until such time that those lands are again open to the general public. Harvesting activities are permitted from sunrise to sunset, Monday through Saturday. In the event that YAUPON BROS. seeks to apply a system herbicide, it will first obtain approval from any local or state agency which may be necessary for its application. After receiving certification or approval by any relevant agency, if such is required, YAUPON BROS. will request approval from CITY, which CITY may deny in its discretion but such approval will not be unreasonably withheld.

**5. PROHIBITION ON REMOVAL OF VEGETATION.** Except for the actions described in the SOP, YAUPON BROS. is prohibited from removing or altering vegetation in the Yaupon Site.

**6. OWNERSHIP AND CONTROL.** Ownership and control of the Yaupon Sites are vested with CITY. CITY may at its sole discretion remove or replace the yaupon trees from these sites should it decide to alter the landscaping, require access to utilities, or for any other reason CITY may deem appropriate. In the case of removal of some or all of the yaupon trees from the Yaupon Sites, the CITY shall have no liability to YAUPON BROS., and no cause of action shall exist regarding this matter.

**7. RELATIONSHIP OF THE PARTIES.** The parties agree that in performing its responsibilities pursuant to this Agreement, YAUPON BROS. is in the position of an independent contractor and all persons performing work described herein as the responsibility of YAUPON BROS. are doing so on behalf of YAUPON BROS. and for its benefit and that of its members, and are not acting on behalf of or as employees or volunteers for CITY.

**8. NO LEASEHOLD CREATED.** Nothing in this license agreement shall be construed to create any sort of leasehold relationship between YAUPON BROS. and the CITY.

**9. NOTICE**. All notice required shall be in writing and shall be provided by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the

place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided for in this section.

In the case of CITY: City of New Smyrna Beach
Maintenance Operations Director
124 Industrial Park Avenue
New Smyrna Beach, Fl. 32168
Phone: (386) 424-2205
Fax: (386) 424-2198
Email: fmiller@cityofnsb.com

Copy to: City Attorney
210 Sams Avenue
New Smyrna Beach, Fl. 32168
Phone: (386) 410-2620
Fax: (386) 424-2198
Email: cavallone@cityofnsb.com

In the case of YAUPON BROS.: YAUPON BROTHERS, LLC
Bryon White
1814 Fern Palm Drive,
Edgewater, FL 32132Phone: (386) 663-2754
Email: bryon@yauponbrothers.com

**10. Public Records Retention**. YAUPON BROS. hereby acknowledges that CITY OF NEW SMYRNA BEACH, as a political subdivision in the State of Florida, is subject to the Florida Public Records Act and Sunshine Law. YAUPON BROS. further acknowledges that under the Public Records Act and Sunshine Law, the CITY must permit the public to inspect and/or copy all public records which the CITY makes or receives in the course of conducting CITY business and must hold meetings of the CITY Commission and various CITY Boards and committees in the public, unless particular information is exempt by Florida law from public records disclosure or a particular meeting is not subject to the Sunshine Law. YAUPON BROS. acknowledges any record, document, computerized information and program, audio or video tape, photograph or other writing of YAUPON BROS. related, directly or indirectly, to this Agreement, not otherwise subject to a legal privilege afforded to the YAUPON BROS. by Florida law, may be deemed to be a Public Record whether in the possession or control of CITY or YAUPON BROS. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of YAUPON BROS. deemed a Public Record is subject to the provisions of Florida Statutes Chapter 119 and may not be destroyed without the specific written approval of the CITY. Upon request by the CITY, YAUPON BROS. shall promptly supply copies of said records to CITY.

YAUPON BROS. is required to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**IF YAUPON BROS. HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO YAUPON BROS.'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF NEW SMYRNA BEACH'S CUSTODIAN OF PUBLIC RECORDS AT 386/410-2630, CLERK@CITYOFNSB.COM, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168).**

**11. INDEMNIFICATION**. YAUPON BROS. agrees to the fullest extent permitted by law to indemnify the CITY from and against claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees) which are judicially determined to be the direct and legal cause of the negligent acts or negligent omission of YAUPON BROS.

**12. INSURANCE**. YAUPON BROS. must, at its own expense, obtain and maintain during the Agreement term the following insurance in a form satisfactory to the City, with an insurer qualified to do business in Florida, public and comprehensive general liability insurance with minimum limits of $1,000,000 for injuries to one person arising out of a single incident and $3,000,000 for injuries to more than one person arising out of a single incident, and $500,000 for property damage. The City shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment.

**13. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the day and year written below.

**YAUPON BROTHERS, LLC**

By: _____

Title: _____

Printed name: _____

Date: _____

**CITY OF NEW SMYRNA BEACH**

By: _____
Russ Owen, Mayor

Date: _____

# STANDARD OPERATING PROCEDURES

## WILD-HARVESTING PLAN & INVASIVE FLORA REMOVAL

YAUPON
?,ROTHE
AMERICAN TEA CO.

YAUPON BROTHERS LLC
APRIL 30, 2019
CITY OF NEW SMYRNA BEACH

# PROPER DECORUM & TRAINING

1. Harvesters will receive initial training from Yaupon Brothers staff in the identification of subjected plant species, and will be required to demonstrate ability to identify desired plant species.

2. Harvesters will wear an official Yaupon Brothers shirt with "RESEARCH" prominently displayed on the back of the shirt. Harvesters wear protective clothing, including full-length pants, closed shoes, and means for repelling biting insects. Harvesters are responsible for providing their own protective gear.

3. Harvesters will sign a liability waiver, and conduct harvesting activities at their own risk.

4. Harvesters will use dedicated collection bins, (clean and not used for any other purpose), or paper or cloth bags to collect harvested Yaupon leaves. Plastic bags and other non-porous material cannot be used.

5. No smoking or vaping, or alcoholic beverages are allowed. No food shall be consumed during harvesting. Harvesters must pack-out all of their waste items. Leave nothing behind. Do not enter the property without express permission. Do not remain on the property after harvesting activities are complete.

6. Harvesters will wash hands after eating or using the toilet, and before handling harvested leaves. Designated toilet facilities shall be used.



Fig. Yaupon Holly

# HARVESTING PRACTICES

1. After identifying the plant as Yaupon, remove leaves from the stem by pulling them away from the trunk. After leaves have been harvested, remove the stem at the **axil.** (See figure #1). Discard removed stem unless otherwise instructed. Yaupon regenerates more readily from the node axil.

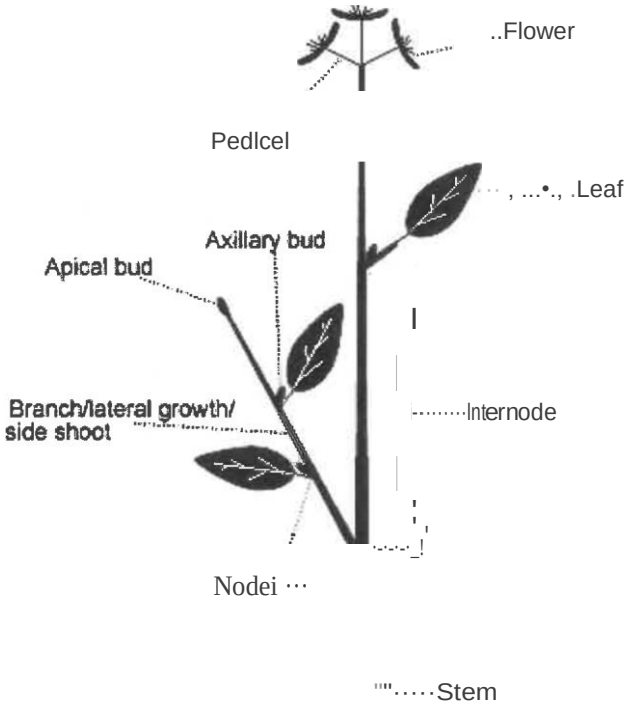


Figure #1. (Remove stem from the node axil).

2. Do not harvest more than half of the plant's total width and height. This will help the plant regenerate more quickly.

3. Do not harvest from trees that have berries. Birds need the berries as food, and we don't want them in our tea.

4. Do not harvest leaves which are visibly soiled, or those less than 12 inches from the ground.

5. After harvesting is complete, leaves must be transported to Yaupon Brothers in a timely manner. Leaves must be kept cool and dry, and stored in smaller quantities. Leaves that have spoiled are not accepted. Leaves that are not 100% Yaupon are not accepted.

6.Harvesting activities should be as discreet as possible. Do not disrupt public areas, and do not loiter about public facilities. Be courteous and polite to members of the public.

7. Leaves must be transported to Yaupon Brothers within 24 hours, and approval is required from Yaupon Brothers staff BEFORE and harvesting begins.

# REMOVAL OF INVASIVE FLORA



'BRAZILIAN PEPPER TREE •Schinus tereotnlhlfolla

Brazilian Pepper is an invasive plant species which originated from South America in the 1800's. Since that time, it has caused widespread destruction in native Florida ecosystems, where it competes with native plants.

1. Brazilian Pepper must be cut down and manually removed. Cut the tree down to the lowest possible point. Remove branches from the area. Berries need to be removed completely or new trees will germinate.

2. Wear protective clothing, as well as eye protection. Sap from Brazilian Pepper causes skin irritation in some people.

3. If system herbicides are approved for use, they will be applied by Yaupon Brothers staff, in consultation with appropriate regulatory entities.

4. Stumps painted with neon coloration indicate they have been treated with herbicide.

5. Only manual removal will take place in the organic Yaupon harvest area.

- Always use caution with power tools. Wear appropriate clothing and protective equipment.

**LICENSE AGREEMENT BETWEEN**
**YAUPON BROTHERS, LLC AND CITY OF NEW SMYRNA BEACH**

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**RECITALS**

**WHEREAS,** CITY owns certain real property on which wild yaupon trees grow (the "Yaupon Site") along the western side of Saxon Drive, generally located between 10th Avenue and Division Street with legal description as follows:

> 22 17 34 ALL LAND W OF RIVERSIDE DR BETWEEN 10TH ST & S/L OF SEC EXC IRREG PARCEL IN SW COR BEING APPROX W 2000 FT ON S/L & APPROX S/L OF 27TH AVE W OF & MEAS ON RIVERSIDE DR & EXC IRREG PARCEL S 4100 FT ON W/L PER OR 1203 PG 65 PER OR 1527 PG 4 & EXC RD R/W BEING S 25 FT MEAS ON W/L & MEAS 85 FT ON SAXON DR PER OR 2179 PG 372 & EXC S 68.56 FT N OF N/L OF WLY EXT OF 12TH ST OF E 140.98 FT W OF SAXON BLVD & N 31.44 FT S OF N/L OF WLY EXT OF 12TH ST OF E 141.44 FT W OF SAXON BLVD & EXC 291.36 FT S OF W EXT OF N/L BLK J NEW SMYRNA BCH OF E 120 FT W OF SAXON BLVD PER OR 3643 PG 1349 & OR 4216 PGS 1868 THRU 1878

and with parcel ID number 742200000010, and

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**2. TERM OF AGREEMENT.** The term of this Agreement is for a period of one (1) year. Either party may terminate without cause on 30 days' notice.

**3. EFFECTIVE DATE.** The effective date of this Agreement shall be the date on which the last party's signature is executed.

**4. HARVESTING AND CULTIVATION PLAN.** YAUPON BROS. shall at all times adhere to the terms of its Standard Operating Procedures ("SOP"), attached hereto and fully incorporated into this Agreement. At the outset of the initial Term, harvesting of yaupon will only commence on ten (10) acres of the Yaupon Site, while invasive plant removal will begin for the entirety of the parcel comprising the Yaupon Site. At its own cost, YAUPON BROS. will pay to have the initial ten (10) acres of cultivable land in the Yaupon Site certified as USDA organic. Once the harvesting process, under the yaupon preservation procedures of the SOP, is completed for the initial ten (10) acres, YAUPON BROS. may commence harvesting on the remaining land in the Yaupon Site. Harvesting and invasive plant monitoring and removal may be carried out quarterly, with a progress/harvest report issued to CITY at the conclusion of the quarter detailing the quantity of product harvested and invasive species removed. YAUPON BROS. will be responsible for transporting removed invasive flora to the street, where the CITY would be responsible for collection of such. YAUPON BROS. understands that CITY owned lands may occasionally be closed for special events or maintenance, and in the event that such lands are closed, is prohibited from harvesting or cultivation until such time that those lands are again open to the general public. Harvesting activities are permitted from sunrise to sunset, Monday through Saturday. In the event that YAUPON BROS. seeks to apply a system herbicide, it will first obtain approval from any local or state agency which may be necessary for its application. After receiving certification or approval by any relevant agency, if such is required, YAUPON BROS. will request approval from CITY, which CITY may deny in its discretion but such approval will not be unreasonably withheld.

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**8. NO LEASEHOLD CREATED.** Nothing in this license agreement shall be construed to create any sort of leasehold relationship between YAUPON BROS. and the CITY.

**9. NOTICE**. All notice required shall be in writing and shall be provided by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the

place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided for in this section.

In the case of CITY:
City of New Smyrna Beach
Maintenance Operations Director
124 Industrial Park Avenue
New Smyrna Beach, Fl. 32168
Phone: (386) 424-2205
Fax: (386) 424-2198
Email: fmiller@cityofnsb.com

Copy to:
City Attorney
210 Sams Avenue
New Smyrna Beach, Fl. 32168
Phone: (386) 410-2620
Fax: (386) 424-2198
Email: cavallone@cityofnsb.com

In the case of YAUPON BROS.:
YAUPON BROTHERS, LLC
Bryon White
1814 Fern Palm Drive,
Edgewater, FL 32132Phone: (386) 663-2754
Email: bryon@yauponbrothers.com

**10. Public Records Retention**. YAUPON BROS. hereby acknowledges that CITY OF NEW SMYRNA BEACH, as a political subdivision in the State of Florida, is subject to the Florida Public Records Act and Sunshine Law. YAUPON BROS. further acknowledges that under the Public Records Act and Sunshine Law, the CITY must permit the public to inspect and/or copy all public records which the CITY makes or receives in the course of conducting CITY business and must hold meetings of the CITY Commission and various CITY Boards and committees in the public, unless particular information is exempt by Florida law from public records disclosure or a particular meeting is not subject to the Sunshine Law. YAUPON BROS. acknowledges any record, document, computerized information and program, audio or video tape, photograph or other writing of YAUPON BROS. related, directly or indirectly, to this Agreement, not otherwise subject to a legal privilege afforded to the YAUPON BROS. by Florida law, may be deemed to be a Public Record whether in the possession or control of CITY or YAUPON BROS. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of YAUPON BROS. deemed a Public Record is subject to the provisions of Florida Statutes Chapter 119 and may not be destroyed without the specific written approval of the CITY. Upon request by the CITY, YAUPON BROS. shall promptly supply copies of said records to CITY.

YAUPON BROS. is required to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**IF YAUPON BROS. HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO YAUPON BROS.'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF NEW SMYRNA BEACH'S CUSTODIAN OF PUBLIC RECORDS AT 386/410-2630, CLERK@CITYOFNSB.COM, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168).**

**11. INDEMNIFICATION**. YAUPON BROS. agrees to the fullest extent permitted by law to indemnify the CITY from and against claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees) which are judicially determined to be the direct and legal cause of the negligent acts or negligent omission of YAUPON BROS.

**12. INSURANCE**. YAUPON BROS. must, at its own expense, obtain and maintain during the Agreement term the following insurance in a form satisfactory to the City, with an insurer qualified to do business in Florida, public and comprehensive general liability insurance with minimum limits of $1,000,000 for injuries to one person arising out of a single incident and $3,000,000 for injuries to more than one person arising out of a single incident, and $500,000 for property damage. The City shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment.

**13. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the day and year written below.

**YAUPON BROTHERS, LLC**

By: 

Title: CEO

Printed name: Bryon A. White

Date: 12/30/2020

**CITY OF NEW SMYRNA BEACH**

By: _____
Russ Owen, Mayor

Date: _____

# STANDARD OPERATING PROCEDURES

## WILD-HARVESTING PLAN & INVASIVE FLORA REMOVAL




YAUPON BROTHERS LLC
APRIL 30, 2019
CITY OF NEW SMYRNA BEACH

# PROPER DECORUM & TRAINING

1. Harvesters will receive initial training from Yaupon Brothers staff in the identification of subjected plant species, and will be required to demonstrate ability to identify desired plant species.

2. Harvesters will wear an official Yaupon Brothers shirt with "RESEARCH" prominently displayed on the back of the shirt. Harvesters wear protective clothing, including full-length pants, closed shoes, and means for repelling biting insects. Harvesters are responsible for providing their own protective gear.

3. Harvesters will sign a liability waiver, and conduct harvesting activities at their own risk.

4. Harvesters will use dedicated collection bins, (clean and not used for any other purpose), or paper or cloth bags to collect harvested Yaupon leaves. Plastic bags and other non-porous material cannot be used.

5. No smoking or vaping, or alcoholic beverages are allowed. No food shall be consumed during harvesting. Harvesters must pack-out all of their waste items. Leave nothing behind. Do not enter the property without express permission. Do not remain on the property after harvesting activities are complete.

6. Harvesters will wash hands after eating or using the toilet, and before handling harvested leaves. Designated toilet facilities shall be used.



Fig. Yaupon Holly

# HARVESTING PRACTICES

1. After identifying the plant as Yaupon, remove leaves from the stem by pulling them away from the trunk. After leaves have been harvested, remove the stem at the **axil.** (See figure #1). Discard removed stem unless otherwise instructed. Yaupon regenerates more readily from the node axil.

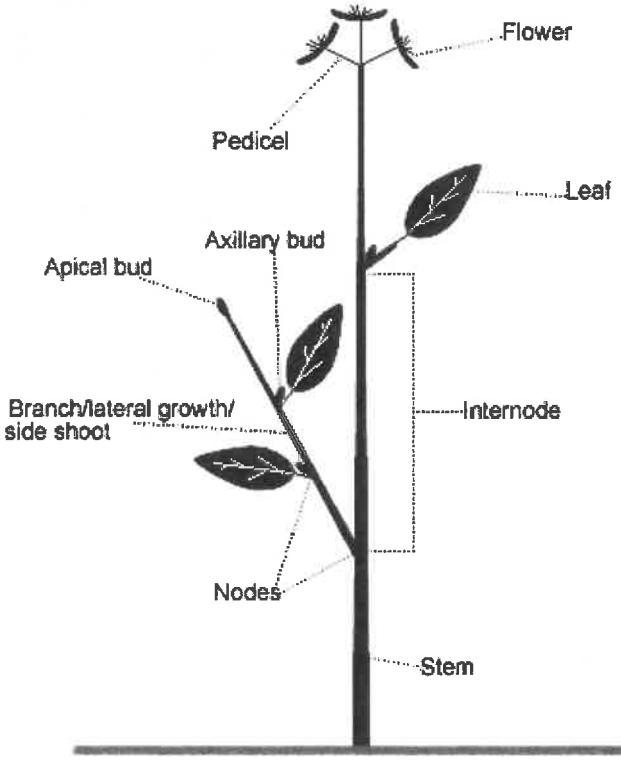



Figure #1. (Remove stem from the node axil).

2. Do not harvest more than half of the plant's total width and height. This will help the plant regenerate more quickly.

3. Do not harvest from trees that have berries. Birds need the berries as food, and we don't want them in our tea.

4. Do not harvest leaves which are visibly soiled, or those less than 12 inches from the ground.

5. After harvesting is complete, leaves must be transported to Yaupon Brothers in a timely manner. Leaves must be kept cool and dry, and stored in smaller quantities. Leaves that have spoiled are not accepted. Leaves that are not 100% Yaupon are not accepted.

6. Harvesting activities should be as discreet as possible. Do not disrupt public areas, and do not loiter about public facilities. Be courteous and polite to members of the public.

7. Leaves must be transported to Yaupon Brothers within 24 hours, and approval is required from Yaupon Brothers staff BEFORE and harvesting begins.

# REMOVAL OF INVASIVE FLORA




Brazilian Pepper is an invasive plant species which originated from South America in the 1800's. Since that time, it has caused widespread destruction in native Florida ecosystems, where it competes with native plants.

1. Brazilian Pepper must be cut down and manually removed. Cut the tree down to the lowest possible point. Remove branches from the area. Berries need to be removed completely or new trees will germinate.

2. Wear protective clothing, as well as eye protection. Sap from Brazilian Pepper causes skin irritation in some people.

3. If system herbicides are approved for use, they will be applied by Yaupon Brothers staff, in consultation with appropriate regulatory entities.

4. Stumps painted with neon coloration indicate they have been treated with herbicide.

5. Only manual removal will take place in the organic Yaupon harvest area.

- Always use caution with power tools. Wear appropriate clothing and protective equipment.

## TERMINATION OF LICENSE AGREEMENT

This Termination of License Agreement is made and entered into by and between **YAUPON BROTHERS, LLC**, a Florida limited liability company, whose address is 1814 Fern Palm Drive, Edgewater, FL 32132; (referred to as **"YAUPON BROS."**) and the **City of New Smyrna Beach, Florida**, a Florida municipal corporation, whose address is 210 Sams Avenue, New Smyrna Beach, Florida 32168 (hereinafter **"CITY"**).

### RECITALS

**WHEREAS,** CITY owns certain real property on which wild yaupon trees grow (the "Yaupon Site") along the western side of Saxon Drive, generally located between 10th Avenue and Division Street with legal description as follows:

> 22 17 34 ALL LAND W OF RIVERSIDE DR BETWEEN 10TH ST & S/L OF SEC EXC IRREG PARCEL IN SW COR BEING APPROX W 2000 FT ON S/L & APPROX S/L OF 27TH AVE W OF & MEAS ON RIVERSIDE DR & EXC IRREG PARCEL S 4100 FT ON W/L PER OR 1203 PG 65 PER OR 1527 PG 4 & EXC RD R/W BEING S 25 FT MEAS ON W/L & MEAS 85 FT ON SAXON DR PER OR 2179 PG 372 & EXC S 68.56 FT N OF N/L OF WLY EXT OF 12TH ST OF E 140.98 FT W OF SAXON BLVD & N 31.44 FT S OF N/L OF WLY EXT OF 12TH ST OF E 141.44 FT W OF SAXON BLVD & EXC 291.36 FT S OF W EXT OF N/L BLK J NEW SMYRNA BCH OF E 120 FT W OF SAXON BLVD PER OR 3643 PG 1349 & OR 4216 PGS 1868 THRU 1878

and with parcel ID number 742200000010; and

**WHEREAS,** YAUPON BROS. has been operating under a license agreement since 2020 for the sustainable maintenance and harvesting of wild yaupon trees on the aforesaid CITY controlled lands; and

**WHEREAS,** YAUPON BROS. submitted its notice to terminate the License Agreement on June 27, 2025, prior to the agreed upon end date in 2026; and

**WHEREAS,** the terms of the license agreement require 30-days notice prior to termination, however the CITY is willing to waive the notice requirement and consents to the termination of the license agreement with YAUPON BROS.

**NOW, THEREFORE,** in consideration of the foregoing recitals, the parties agree and stipulate as follows:

1. **TERMINATION.** CITY and YAUPON BROS. hereby agree that the License Agreement for the harvesting of yaupon berries on the designated City property is terminated. Both parties are released from all duties and obligations under said Agreement.

2. **EFFECTIVE DATE.** The effective date of this Termination of License Agreement shall be the date on which the last party's signature is executed.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the day and year written below.

**YAUPON BROTHERS, LLC**

By: _____

Title: _____

Printed name: _____

Date:

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date:

**From:** Cowper, Kevin
**Cc:** Taylor-Harding, Sharon; Ray, David
**Subject:** FW: NSB Agreement
**Date:** Tuesday, July 22, 2025 9:01:00 AM
**Attachments:** image001.png

---

FYI…this is the e-mail I received from Bryon White asking to terminate the agreement.
Sharon, please include in the agenda item so it is part of the record.
KC

---

**From:** Bryon White <bryon@yauponbrothers.com>
**Sent:** Friday, June 27, 2025 8:51 AM
**To:** Cowper, Kevin <kcowper@cityofnsb.com>
**Subject:** Re: NSB Agreement

**CAUTION: EXTERNAL EMAIL**

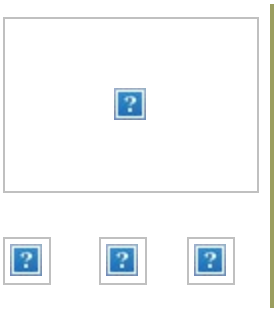
Hi Mr. Cowper,

I hope all is well. As you may know, our company, Yaupon Brothers, has had an agreement with the City to harvest leaves along Saxon Drive and also remove invasive flora. Due to short staffing, we have not been able to utilize the city's property as intended. We have kept up the organic certification on the parcel as agreed, which is valid through 2026.

As you may be aware, I recently filed as a candidate for Volusia County Council, and I am requesting that this agreement be terminated as soon as possible to avoid any potential conflicts of interest. Please let me know if you have any questions, and if the City would like to keep the organic certification active, we are happy to work that out.

Thank you!

Bryon White





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On Fri, Jun 27, 2025 at 8:49 AM Bryon White <bryon@yauponbrothers.com> wrote:

> Hi Mr. Cowper,
>
> I hope all is well. As you may know, our company, Yaupon Brothers, has had an agreement with the City to harvest leaves along Saxon Drive and also remove invasive flora. Due to short staffing, we have not been able to utilize the city's property as intended. We have kept up the organic certification on the parcel as agreed, which is valid through 2026.
>
> As you may be aware, I recently filed as a candidate for Volusia County Council, and I am requesting that this agreement be terminated as soon as possible to avoid any potential conflicts of interest. Please let me know if you have any questions, and if the City would like to keep the organic certification active, we are happy to work that out.
>
> Thank you!
>
> Bryon White
>
> 



*The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.*

On Tue, Dec 29, 2020 at 10:28 AM Fields, Brian <bfields@cityofnsb.com> wrote:

> Bryon,
>
> We have the Yaupon Brothers one-year agreement with the City tentatively scheduled for our next City Commission meeting on January 12. In order to make that date, please provide the following by January 5:
>
> 1. Sign and return two originals of the attached agreement.
> 2. Provide copy of USDA organic certification
> 3. Provide copy of 4th quarter / end-of-year harvesting report
>
> Since the original agreement does not have a provision for a renewal, we need to execute another one-year agreement. The terms on the attached agreement have not changed.
>
> Thank you,
>
> **Brian Fields, P.E.**
> *Assistant City Manager / Director of Development Services*
> City of New Smyrna Beach
> 2650 N. Dixie Freeway
> New Smyrna Beach, FL 32168

Office (386) 410-2836
Mobile (386) 414-0299
bfields@cityofnsb.com
www.cityofnsb.com

**PLEASE NOTE:** Florida has a very broad public records law. E-mail communications to or from City of New Smyrna Beach officials and employees are public records and are available upon request. If you have received this message in error, please notify us immediately by replying to this message and delete it from your computer. Transmission of sensitive information such as but not limited to social security numbers, credit card information, medical records and criminal justice information ( outlined in the FBI CJIS Policy ) via email is prohibited.

** Please consider the negative environmental impacts associated with printing email **

**VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT THE CITY OF NEW SMYRNA BEACH FLORIDA**
www.cityofnsb.com

**THE CITY OF NEW SMYRNA BEACH - SPORTS COMPLEX**

**CONSIDER THE APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NEW SMYRNA BEACH AND VOLUSIA COUNTY SCHOOLS FOR FIELD USE AT THE SPORTS COMPLEX.**

**July 22, 2025**

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**Background:**

Volusia County Schools currently has an interlocal agreement with the City to utilize the Sports Complex for athletic events which will expire in 2026. New Smyrna Beach High School utilizes the Sports Complex for the football, soccer, baseball, and softball fields and the parking lots for practices and competitions. This agreement has paid the city $500,000 over a ten (10) year term. This agreement is set to expire following the 2025-26 school year.

Under the new interlocal agreement the School Board will pay $500,000 over a five (5) term of agreement for the high school's use of facilities. The first payment of $100,000 will be made on or before October 31, 2025. Following payments to be made October 31 annually. School board/high school will not be charged additional fees for use of facilities.

Additionally, the City may utilize the gymnasium at New Smyrna Beach Middle School for programming based on need and availability.

Staff recommends approval.

**Fiscal Analysis:**

The city will received payments of $100,000 for the next five years from the school board beginning October 31, 2025.

This payment will be utilized to cover facility expenses and staff time utilized by the high school. The expenses include field prep time from staff, chalk and paint for fields, lights, field maintenance chemicals, and use of equipment. The annual value of the materials, use, and staff time is approximately $100,000. Staff created a spreadsheet which shows estimated annual costs.

**Strategic Plan Item:**

No

Staff Report Created By: Robert Salazar - Leisure Services Director

**Attachments:**

ILA for Joint Use 2027SY Final Draft 070725.pdf

High School Usage.xlsx
NSB_Interlocal_Expiring_2025-26.pdf

INTERLOCAL AGREEMENT FOR THE USE OF

NEW SMYRNA BEACH SPORTS COMPLEX

THIS AGREEMENT, is made and entered into by and between the CITY OF NEW SMYRNA BEACH, a Florida municipal corporation ("CITY") and the SCHOOL BOARD OF VOLUSIA COUNTY, a body corporate of the State of Florida, ("SCHOOL BOARD"), on the terms and conditions described herein, which terms and conditions constitute good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

WITNESSETH:

WHEREAS, the Florida Interlocal Cooperation Act of 1969, section *163.01, Florida Statutes,* authorizes any public agency of the State of Florida to exercise jointly with any other public agency, any power, privilege, or authority which said agencies share in common and which each may exercise separately; and

WHEREAS, the provision of such power, privilege, or authority includes the provision of services and the use, operation and maintenance of real and personal property; and

WHEREAS, the CITY and SCHOOL BOARD are public agencies as defined by the Act; and

WHEREAS, the SCHOOL BOARD is charged with financing the operation of all educational programs and schools in the Volusia County School District and has limited funds to expend for the development of athletic fields and facilities; and

WHEREAS, the CITY and SCHOOL BOARD recognize the importance of providing extracurricular activities for students; and

WHEREAS, the CITY is the owner of certain real and personal property, referred to in this Agreement as the "New Smyrna Beach Sports Complex" and more particularly described herein, which it has been and continues to be willing to provide for the SCHOOL BOARD's use in providing extracurricular activities for its students; and

WHEREAS, the SCHOOL BOARD is willing to provide certain monetary contributions to the CITY for the primary, but non-exclusive, use of the New Smyrna Beach Sports Complex for extracurricular activities operated by the SCHOOL BOARD for its students; and

WHEREAS, the CITY and the SCHOOL BOARD recognize that the provisions of extracurricular activities for students serve vital health, safety and welfare interests of the general public; and

WHEREAS, the CITY and SCHOOL BOARD recognize that extracurricular activities for students can also be recreational activities and therefore constitute a valid public purpose; and WHEREAS, this interlocal agreement is entered into for the purpose of providing extracurricular activities for students without impairing the CITY'S provision of recreational services or the SCHOOL BOARD'S provision of education programs.

NOW THEREFORE, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals accurately represent the intentions of the parties and they are incorporated herein by reference and are part of this Agreement.

2. DESIGNEES. The SCHOOL BOARD's primary designee and beneficiaries for purposes outlined in this Agreement shall be New Smyrna Beach High School ("HIGH SCHOOL") and its guests; though other SCHOOL BOARD public schools may also be users and beneficiaries of New Smyrna Beach Sports Complex.

3. TERM. This Agreement shall begin on the date it is last signed by the respective parties, and shall remain in effect through and including the 2030-2031 school year. In year four of the agreement (school year 2029-2030) the parties will meet to negotiate extending the contract for another period of years.

4. CONSIDERATION.

(a) City: The CITY agrees to provide for use by the HIGH SCHOOL the existing football, soccer, baseball and softball fields and facilities with associated parking at the New Smyrna Beach Sports Complex, as more particularly depicted on Exhibit "A" attached hereto, to serve as practice and competition facilities for extracurricular activities operated by the SCHOOL BOARD and HIGH SCHOOL for its students. The HIGH SCHOOL shall be given primary right to use such fields and facilities before any other uses for the extracurricular activities previously referred to, in accordance with scheduling procedures established by the CITY. The HIGH SCHOOL and CITY shall coordinate the scheduling of the fields and facilities as early as practicable in advance of each school year.

(b) School Board: The SCHOOL BOARD'S and HIGH SCHOOL'S full and total contribution for the use of the New Smyrna Beach Sports Complex shall be as described herein. The SCHOOL BOARD shall pay the CITY the total sum of Five Hundred Thousand Dollars ($500,000.00). Payments shall be made pursuant to the following schedule:

I. On or before October 31, 2025 the SCHOOL BOARD shall pay the CITY One Hundred Thousand Dollars ($100,000.00); and

II. 2. Annually thereafter, beginning October 31, 2026, the SCHOOL BOARD shall pay the CITY One Hundred Thousand Dollars ($100,000.00).

(c) Neither the SCHOOL BOARD nor HIGH SCHOOL shall be required to pay any additional fee, rental, cost, or other sum of money for the use of the New Smyrna Beach Sports Complex for the duration of this Agreement. The HIGH SCHOOL shall have the sole right to establish admission fees, and parking fees, during its activities, and should the HIGH SCHOOL receive any receipts from the operation of it extracurricular activities at the New Smyrna Beach Sports Complex, including the operation of concessions, it shall have the right to retain all such receipts. In using the New Smyrna Beach Sports Complex, the SCHOOL BOARD and HIGH SCHOOL shall abide by the policies and procedures established by the CITY for such use, to the extent that such policies and procedures are not in conflict with this Agreement.

(d) The CITY may utilize the gymnasium at New Smyrna Beach Middle School after school hours based on a schedule to be approved in advance by the New Smyrna Beach Middle School Principal. Any use by the CITY shall be subject to an hourly energy and utility fee. At the discretion of the Principal, the CITY may also be subject to custodial, supervision and security expenses dependent on activity. The Principal may deny usage if such usage detracts from school activities. The SCHOOL BOARD reserves the right to close the gymnasium for the purpose of repair, maintenance or construction activities or to ensure the safety and security of the participants.

5. MAINTENANCE. The CITY shall be responsible for maintaining and repairing the fields and facilities at the New Smyrna Beach Sports Complex to include all capital expenses as the City deems necessary. The CITY holds full autonomy to determine the playability of the fields based on weather and or field conditions to ensure the safety of the participants and the integrity of the athletic fields.

6. LIABILITY AND INDEMNIFICATION.

(a) Independent Contractor Status. The SCHOOL BOARD shall exercise direction and control over the operational aspects of any SCHOOL BOARD AND HIGH SCHOOL

activity conducted at the New Smyrna Beach Sports Complex and shall ensure compliance with the rules and regulations of the CITY.

(b) Hold Harmless & Indemnification. The SCHOOL BOARD and the CITY (including their elected and appointed officers, employees, directors, agents and other representatives), shall hold harmless and indemnify each other from and against all claims for bodily injury, sickness, disease, death, or personal injury, or damage to property or loss of use resulting therefrom, arising from the acts or omissions of such offending party in furtherance of this Agreement or use of the facilities. Indemnification and payment thereof shall include all attorneys' fees and taxable court costs, through and including any and all appeals.

7. SOVEREIGN IMMUNITY. The CITY and the SCHOOL BOARD retain and reserve all rights, privileges, immunities, and benefits of sovereign immunity.

8. GOVERNING LAW & VENUE: This agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Volusia County, Florida. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this agreement.

9. ASSIGNMENT. This Agreement shall not be assigned, transferred, or otherwise conveyed in whole or in part, including all or any part of any privileges thereunder by either party without prior written consent of the other, which consent shall not be unreasonably withheld.

10. COMPLETE AGREEMENT. This Agreement constitutes the entire and complete agreement between the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

11. SEVERABILITY. In the event any provision of this Agreement is declared to be null and void and unenforceable by a court of competent jurisdiction, then in that event, the remaining part of the Agreement shall remain in full force and effect.

12. NOTICES. Any notice that is required to be given by this Agreement shall be directed to the following:

CITY OF NEW SMYRNA BEACH
Office of the City Manager
210 Sams Avenue
New Smyrna Beach, FL 32168

VOLUSIA COUNTY SCHOOL BOARD
Office of the Superintendent
200 North Clara Ave.
Deland, FL 32720

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 22nd day of July, 2025.

THE CITY OF
NEW SMYRNA BEACH, FLORIDA

BY: _____
Fred Cleveland, Mayor

ATTEST: _____
Kevin Cowper, City Manager

DATED this 29th day of July, 2025.

THE SCHOOL BOARD OF
VOLUSIA COUNTY, FLORIDA

BY: _____
Ms. Jamie M. Haynes, Chairperson

ATTEST: _____
Dr. Carmen J. Balgobin, Superintendent

## Per Year Cost

| Field | Prep | Chalk/Paint | Lights | Chimicals | Equipment | Total |
|---|---|---|---|---|---|---|
| HS Baseball | $ 3,465 | $ 300 | $ 6,000 | $ 8,000 | $ 400.00 | $ 18,165 |
| HS Softball | $ 1,485 | $ 100 | $ 3,000 | $ 8,000 | | $ 12,585 |
| Boys soccer | $ 693 | $ 1,000 | $ 18,000 | $ 8,000 | $ 350.00 | $ 28,043 |
| Staduim | $ 8,643 | | $ 34,000 | | $ 1,000.00 | $ 43,643 |
| Totals | $ 14,286 | $ 1,400 | $ 61,000 | $ 24,000 | $ 1,750 | **$ 102,436** |

| High School Usage | |
|---|---|
| **Stadium** | **Avg per year** |
| Football Games | 12 |
| FB Camps / other | 6 |
| Girls Soccer Games | 8 |
| Girls Soccer Practices | 60 |
| Boys Soccer Games | 8 |
| Girls Flag Football | 6 |
| Band rehearsal | 1 |

| Soccer Field | Avg per year |
|---|---|
| Boys Soccer Practices | 60 |

| Baseball Field | Avg per year |
|---|---|
| Baseball Games | 26 |
| Practices | 150 |

| Softball Field | Avg per year |
|---|---|
| Softball Games | 8 |
| Practices | 60 |

| Staff Hours | | | | | |
|---|---|---|---|---|---|
| **Baseball** | **Hrs** | **per week** | **HR Rate** | **# Weeks** | **Total** |
| Mowing/ Edgeing | 1 | 2 | $16.50 | 30 | $990.00 |
| Field Prep | 0.5 | 5 | $16.50 | 30 | $1,237.50 |
| Clean Restrooms | 0.5 | 5 | $16.50 | 30 | $1,237.50 |
| | | | | | $3,465.00 |

| **Softball Field** | **Hrs** | **per week** | **HR Rate** | **# Weeks** | **Total** |
|---|---|---|---|---|---|
| Mowing/ Edgeing | 1 | 2 | $16.50 | 20 | $660.00 |
| Field Prep | 0.5 | 5 | $16.50 | 20 | $825.00 |
| | | | | | $1,485.00 |

| **Soccer Field** | **Hrs** | **per week** | **HR Rate** | **# Weeks** | **Total** |
|---|---|---|---|---|---|
| Mowing/ Edgeing | 1 | 2 | $16.50 | 14 | $462.00 |
| Field Prep | 1 | 1 | $16.50 | 14 | $231.00 |
| | | | | | $693.00 |

| **Staduim** | **Hrs** | **per week** | **HR Rate** | **# Weeks** | **Total** |
|---|---|---|---|---|---|
| Clean Restrooms | 1 | 5 | $16.50 | 14 | $1,155.00 |
| | **Hrs** | **# Staff** | **OT-HR Rate** | **# games** | **Total** |
| FB Games | 6 | 4 | $26.00 | 12 | $7,488.00 |
| | | | | | $8,643.00 |

| **Equipment** | |
|---|---|
| Baseball / Softball | |
| Bases | $ 250.00 |
| Home Plates | $ 150.00 |
| | $ 400.00 |
| Football | |
| Field Markers | $ 500.00 |
| Pylons | $ 120.00 |
| Down Indicators | $ 380.00 |
| | $ 1,000.00 |
| Soccer | |
| Corner Flags | $ 50.00 |
| Soccer Nets | $ 300.00 |
| | $ 350.00 |

| **Stadium** | **Avg per yea** | **Hours per** | **Hourly Rate** | **Total** |
|---|---|---|---|---|
| Football Games | 12 | 8 | $ 200.00 | $ 19,200.00 |
| FB Camps / other | 6 | 2 | $ 200.00 | $ 2,400.00 |
| Girls Soccer Game | 8 | 3 | $ 200.00 | $ 4,800.00 |
| Girls Soccer Practi | 60 | 2 | $ 200.00 | $ 24,000.00 |

| | | | | | |
|---|---|---|---|---|---|
| Boys Soccer Game | 8 | 3 | $ | 200.00 | $ 4,800.00 |
| Girls Flag Football | 6 | 3 | $ | 200.00 | $ 3,600.00 |
| Band rehearsal | 1 | 4 | $ | 200.00 | $ 800.00 |

| **Soccer Field** | **Avg per year** | | | | |
|---|---|---|---|---|---|
| Boys Soccer Practi | 60 | 2 | $ | 30.00 | $ 3,600.00 |

| **Baseball Field** | **Avg per year** | | | | |
|---|---|---|---|---|---|
| Baseball Games | 26 | 3 | $ | 35.00 | $ 2,730.00 |
| Practices | 150 | 2 | $ | 35.00 | $ 10,500.00 |

| **Softball Field** | **Avg per year** | | | | |
|---|---|---|---|---|---|
| Softball Games | 8 | 2 | $ | 20.00 | $ 320.00 |
| Practices | 60 | 2 | $ | 20.00 | $ 2,400.00 |

$ 79,150.00

Soccer Practices

INTERLOCAL AGREEMENT FOR THE USE OF

NEW SMYRNA BEACH SPORTS COMPLEX

THIS AGREEMENT, is made and entered into by and between the CITY OF NEW SMYRNA BEACH, a Florida municipal corporation ("CITY") and the VOLUSIA COUNTY SCHOOL BOARD, a public agency of the State of Florida, ("SCHOOL BOARD"), on the terms and conditions described herein, which terms and conditions constitute good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

WITNESSETH:

WHEREAS, the Florida Interlocal Cooperation Act of 1969, section *163.01, Florida Statutes,* authorizes any public agency of the State of Florida to exercise jointly with any other public agency, any power, privilege, or authority which said agencies share in common and which each may exercise separately; and

WHEREAS, the provision of such power, privilege, or authority includes the provision of services and the use, operation and maintenance of real and personal property; and

WHEREAS, the CITY and SCHOOL BOARD are public agencies as defined by the Act; and

WHEREAS, the SCHOOL BOARD is charged with financing the operation of all educational programs and schools in the Volusia County School District and has limited funds to expend for the development of athletic fields and facilities; and

WHEREAS, the CITY and SCHOOL BOARD recognize the importance of providing extracurricular activities for students; and

WHEREAS, the CITY is the owner of certain real and personal property, referred to in this Agreement as the "New Smyrna Beach Sports Complex" and more particularly described herein, which it has been and continues to be willing to provide for the SCHOOL BOARD's use in providing extracurricular activities for its students; and

WHEREAS, the SCHOOL BOARD is willing to provide certain monetary contributions to the CITY for the primary, but non-exclusive, use of the New Smyrna Beach Sports Complex for extracurricular activities operated by the SCHOOL BOARD for it students; and

WHEREAS, the CITY and the SCHOOL BOARD recognize that the provisions of extracurricular activities for students serve vital health, safety and welfare interests of the general public; and

WHEREAS, the CITY and SCHOOL BOARD recognize that extracurricular activities for students can also be recreational activities and therefore constitute a valid public purpose; and

WHEREAS, this interlocal agreement is entered into for the purpose of providing extracurricular activities for students without impairing the CITY'S provision of recreational services or the SCHOOL BOARD'S provision of education programs.

NOW THEREFORE, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals accurately represent the intentions of the parties and they are incorporated herein by reference and are part of this Agreement.

2. DESIGNEES. The SCHOOL BOARD's primary designee and beneficiaries for purposes outlined in this Agreement shall be New Smyrna Beach High School ("HIGH SCHOOL") and its guests though other Volusia County public schools may also be users and beneficiaries of New Smyrna Beach Sports Complex.

3. TERM. This Agreement shall begin on the date it is last signed by the respective parties, and shall remain in effect through and including the 2025-2026 school year. In year eight of the agreement (school year 2023-2024) the parties will meet to negotiate extending the contract for another period of years.

4. CONSIDERATION.

(a) City: The CITY agrees to provide for use by the HIGH SCHOOL the existing football, soccer, baseball and softball fields and facilities with associated parking at the New Smyrna Beach Sports Complex, as more particularly depicted on Exhibit "A" attached hereto, to serve as practice and competition facilities for extracurricular activities operated by the SCHOOL BOARD and HIGH SCHOOL for its students. The HIGH SCHOOL shall be given primary right to use such fields and facilities before any other uses for the extracurricular activities previously referred to, in accordance with scheduling procedures established by the CITY. The HIGH SCHOOL and CITY shall coordinate the scheduling of the fields and facilities as early as practicable in advance of each school year.

(b) School Board: The SCHOOL BOARD'S and HIGH SCHOOL'S full and total contribution for the use of the New Smyrna Beach Sports Complex shall be as described herein. The SCHOOL BOARD shall pay the CITY the total sum of Five Hundred Thousand Dollars ($500,000.00). Payments shall be made pursuant to the following schedule:

1. Within fourteen (14) days of final execution of this Agreement, SCHOOL BOARD shall pay the CITY Two Hundred Fifty Thousand Dollars ($250,000.00); and
2. Within fourteen (14) days after September 1, 2016, SCHOOL BOARD shall pay the CITY Two Hundred Fifty Thousand Dollars ($250,000.00)

(c) Neither the SCHOOL BOARD nor HIGH SCHOOL shall be required to pay any additional fee, rental, cost, or other sum of money for the use of the New Smyrna Beach Sports Complex for the duration of this Agreement. The HIGH SCHOOL shall have the sole right to establish admission fees, and parking fees, during its activities, and should the HIGH SCHOOL receive any receipts from the operation of it extracurricular activities at the New Smyrna Beach Sports Complex, including the operation of concessions, it shall have the right to retain all such receipts. In using the New Smyrna Beach Sports Complex, the SCHOOL BOARD and HIGH SCHOOL shall abide by the policies and procedures established by the CITY for such use, to the extent that such policies and procedures are not in conflict with this Agreement.

(d) The CITY may utilize the gymnasium at Chisholm Elementary School after school hours based on a schedule to be approved in advance by the Chisholm Elementary School Principal. Any use by the CITY shall be subject to an hourly energy and utility fee. At the discretion of the Principal, the CITY may also be subject to custodial, supervision and security expenses dependent on activity. The Principal may deny usage if such usage detracts from school activities. The SCHOOL BOARD reserves the right to close the gymnasium for the purpose of repair, maintenance or construction activities or to ensure the safety and security of the participants.

5. MAINTENANCE. The CITY shall be responsible for maintaining and repairing the fields and facilities at the New Smyrna Beach Sports Complex to include all capital expenses as the City deems necessary. The CITY holds full autonomy to determine the playability of the fields based on weather and or field conditions to ensure the safety the participants and the integrity of the athletic fields.

6. LIABILITY AND INDEMNIFICATION.

(a) Independent Contractor Status. The SCHOOL BOARD shall exercise direction and control over the operational aspects of any SCHOOL activity conducted at the New

Smyrna Beach Sports Complex and shall ensure compliance with rules and regulations of the CITY.

(b) Hold Harmless & Indemnification. The SCHOOL BOARD and the CITY (including their elected and appointed officers, employees, directors, agents and other representatives), shall hold harmless and indemnify each other from and against all claims for bodily injury, sickness, disease, death, or personal injury, or damage to property or loss of use resulting therefrom, arising from the acts or omissions of such offending party in furtherance of this Agreement or use of the facilities. Indemnification and payment thereof shall include all attorneys' fees and taxable court costs, through and including any and all appeals.

7. SOVEREIGN IMMUNITY. The CITY and the SCHOOL BOARD retain and reserve all rights, privileges, immunities, and benefits of sovereign immunity.

8. ASSIGNMENT. This Agreement shall not be assigned, transferred, or otherwise conveyed in whole or in part, including all or any part of any privileges thereunder by either party without prior written consent of the other, which consent shall not be unreasonably withheld.

9. COMPLETE AGREEMENT. This Agreement constitutes the entire and complete agreement between the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

10. SEVERABILITY. In the event any provision of this Agreement is declared to be null and void and unenforceable by a court of competent jurisdiction, then in that event, the remaining part of the Agreement shall remain in full force and effect.

11. NOTICES. Any notice that is required to be given by this Agreement shall be directed to the following:

| | |
|---|---|
| CITY OF NEW SMYRNA BEACH | VOLUSIA COUNTY SCHOOL BOARD |
| Office of the City Manager | Office of the Superintendent |
| 210 Sams Avenue | Post Office Box 2118 |
| New Smyrna Beach, FL 32168 | DeLand, FL 32721-2118 |

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 17th day of August, 2015.

Witnesses:

CITY OF NEW SMYRNA BEACH

Johnny R Bledsoe

Print Name: Johnny R Bledsoe

By: _____
Jim Hathaway, Mayor

Barbara Billings

Print Name: Barbara Billings

Attest: Pam Brangaccio
Pam Brangaccio, City Manager

(SEAL)

DATED this 23rd day of June, 2015.

Witnesses:

VOLUSIA COUNTY SCHOOL BOARD

Karen A. Bishop

Print Name: Karen A. Bishop

By: Linda Costello
Linda Costello, Chairman

Connie Wines

Print Name: Connie Wines

Attest: James T. Russell
James T. Russell, Secretary

(SEAL)

**THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT**

**CONSIDER THE APPROVAL OF THE TRANSFER OF K9 NORIS TO ANOTHER LAW ENFORCEMENT AGENCY.**

**July 22, 2025**

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**Background:**

With the unexpected resignation of canine handler Jean Carlos Pereyra, and no interested potential replacement handlers who meet the policy requirements for eligibility, the police department has considered two potential courses of action: either amend the current policy to reduce the required level of experience, or transferring the canine to another agency.

Staff recommends approval.

**Findings:**

Given the potential liability associated with assigning the dog to an underqualified or inexperienced handler, transferring the canine to another agency - who has expressed a willingness to accept the dog - appears to be the most prudent and responsible option.

**Fiscal Analysis:**

The canine is a four-year-old German Shepherd. He was purchased from Metro Dade K9 Services in October of 2023 for $16,500. There is no cost to transfer the asset. The department does not anticipate seeking funding for a replacement K9 during FY 25/26.

**Strategic Plan Item:**

No

Staff Report Created By: Chris Kirk

**Attachments:**

FORMAL TRANSFER.docx

**POLICE K-9 TRANSFER OF OWNERSHIP AGREEMENT**

**THIS AGREEMENT** is made and entered into this ___ day of _____, 2025, by and between the **City of New Smyrna Beach, Florida**, a Florida municipal corporation (hereinafter referred to as the "Transferor City"), and the **City of Sanford, Florida**, a Florida municipal corporation (hereinafter referred to as the "Receiving City").

**RECITALS**

**WHEREAS**, the Transferor City is the legal owner of a police K-9 known as Noris, a German Shepard, date of birth May 4, 2021, formerly assigned to the New Smyrna Beach Police Department; and

**WHEREAS,** the former K-9 handler resigned from his position with the City to accept employment with another law enforcement agency; and

**WHEREAS,** the New Smyrna Beach Police Department (NSBPD) currently lacks any officers who meet the minimum qualifications required to serve as a certified K-9 handler; and

**WHEREAS**, the K-9 was previously placed in the temporary care of the Receiving City's law enforcement agency, Sanford Police Department, on July 17, 2025 for evaluation and use; and

**WHEREAS**, the Receiving City desires to formally accept ownership and assume all responsibility for the K-9 as a municipal asset; and

**WHEREAS**, the governing bodies of both municipalities have approved this permanent transfer of ownership;

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

**1. TRANSFER OF OWNERSHIP**

Effective as of the date of this Agreement, the Transferor City hereby transfers all rights, title, and interest in and to the police K-9 identified as Noris (hereinafter, the "K-9") to the Receiving City. The K-9 shall be considered municipal property and an asset of the Receiving City upon execution of this Agreement.

**2. ACCEPTANCE BY RECEIVING CITY**

The Receiving City hereby accepts full ownership, custody, and control of the K-9. The Receiving City acknowledges that it has previously evaluated the K-9's health, temperament, and training and deems the K-9 suitable for continued use in law enforcement operations.

**3. AS-IS CONDITION**

The K-9 is transferred in "as-is" condition, without any warranties or guarantees, express or implied, including but not limited to warranties of fitness for a particular purpose or merchantability. The Receiving City acknowledges and accepts the K-9's condition based on its prior evaluation and use.

**4. LIABILITY AND RELEASE**

Upon execution of this Agreement, the Receiving City assumes all responsibility and liability for the K-9, including all costs related to its care, training, maintenance, and deployment. The Receiving City agrees to release, defend, indemnify, and hold harmless the Transferor City, its elected officials, officers, agents, and employees from and against any and all claims, damages, liabilities, or costs arising out of or related to the K-9 after the date of transfer.

**5. RECORDS**

The Transferor City agrees to provide all available medical, training, and deployment records related to the K-9 to the Receiving City upon execution of this Agreement.

**6. CONTINGENCY ON COMMISSION APPROVAL**

This Agreement shall be contingent upon both Parties obtaining their respective commission's written approval of the transfer of the K. No rights or obligations under this Agreement shall be effective or binding unless and until such approvals have been received. In the event that one of the parties does not receive commission approval then the K9 will be immediately returned to the Transferor City upon demand.

**7. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Venue for any disputes arising under this Agreement shall lie in the appropriate court of jurisdiction in the county where the Transferor City is located.

**8. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements, understandings, or representations. Any amendments or modifications must be in writing and signed by both parties.

**9. SEVERABILITY**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law, including the laws of the State of Florida, such provision shall be severed and the remaining provisions shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**SIGNATURES**

**TRANSFEROR CITY**

**CITY OF NEW SMYRNA BEACH, FLORIDA**
**By: _____**
**Fred E. Cleveland, Mayor**

**ATTEST:**
**By: _____**
**Sharon Taylor- Harding, Interim City Clerk**

**STATE OF FLORIDA**
**COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by Fred E. Cleveland, as Mayor of the City of New Smyrna Beach, Florida, who is personally known to me or has produced _____ as identification.

(Signature of Notary Public) _____
(Print Name of Notary) _____
Commission No.: _____
My Commission Expires: _____

**RECEIVING CITY**

**CITY OF SANFORD, FLORIDA**
**By: _____**
**Art Woodruff, Mayor**

**ATTEST:**
**By: _____**
**Taci Houchin, City Clerk**

**STATE OF FLORIDA**
**COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by Art Woodruf, as Mayor of the City of Sanford, Florida, who is personally known to me or has produced _____ as identification.

(Signature of Notary Public) _____
(Print Name of Notary) _____
Commission No.: _____
My Commission Expires: _____

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

**_____ Date: _____**
**Carrie Avallone**
**City Attorney**

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

**RESOLUTION NO. 08-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD AMEND THE FY2024-2025 BUDGET.**

**July 22, 2025**

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**Background:**

**Fund 001 General Fund**

This amendment increases General Fund revenues and expenditures by $15,944,204. Of this amount, $11,190,214 reflects the carryforward of prior year funds, and $4,379,680 represents a net increase in interfund transfer revenue. This includes a $4,879,680 transfer from the Stormwater Fund to repay prior General Fund advances for HMPG-related projects, partially offset by the removal of a $500,000 transfer from the Capital Projects Fund, as the North Turnbull Bay Dredging Project is already budgeted in that fund and the funds should remain there. An additional $117,689 in revenue is recognized for School Resource Officer funding, with corresponding expenditures already budgeted.

Revenues and expenditures are also increased equally for $99,996 related to the FDLE Program, $10,000 for the FGCU Statewide Water Project, $10,000 from the Police Athletic League for youth programs, and $136,625 in loan proceeds for the purchase of two police vehicles.

Beyond these adjustments, $12,604,431 will be placed in reserves to meet the Commission's 25% policy, and $2,576,190 will be added to unassigned reserves for future capital needs. Additional appropriations include $85,308 for City Manager and City Attorney contract amendments, $20,000 for City Hall renovations, $700,000 to reserve fleet replacement funds not re-budgeted from the prior year, $55,006 for firearms, $35,500 for the compensation/pay study, $27,000 for legal fees related to employment matters, and $23,960 for departmental salary and benefit increases. Funding is also included for the Smith Street Well Replacement project ($8,745) and the Samsula Waste project ($51,089).

The amendment provides for a $380,050 interfund transfer to the Building Fund to

return an FY 2023 overpayment, and a $120,304 transfer to the newly created Tree Fund to account for restricted fees. Finally, the $1,000,000 transfer to Debt Fund 206 is eliminated, as sufficient funds are already available in that fund. These savings have been added to the unassigned reserve balance.

**Fund 003 Brannon Center Fund**

This budget amendment increases the Brannon Center Fund's budget by $229,249 to account for funds carried over from the previous fiscal year. Of the total amount, $120,712 will be used to replace three failing air conditioning units. The remaining $108,537 will be placed in operating contingency to address any unexpected needs that may arise during the fiscal year. If these contingency funds are not required by year-end, they will be used to reduce future transfers from the General Fund.

**Fund 101 Stormwater Fund**

This budget amendment decreases the Stormwater Fund's budget by $580,656, reflecting a mix of revenue reductions and increases. On the reduction side, prior year carryforward funds are being decreased by $5,405,936, and stormwater revenue is being reduced by $110,000 based on an analysis of collections to date. These decreases are partially offset by $3,725,767 in grant revenue, $220,000 in interest earnings, and contributions from homeowners whose properties are being demolished and rebuilt or elevated. Net transfers in are increasing by $500,000 and homeowner contributions towards the demo/rebuild or elevation project are being recognized in the amount of $489,513. On the expense side, this budget amendment results in a net decrease of $580,656. A $4,879,680 transfer to the General Fund is being added to return funds previously advanced to the Stormwater Fund to cashflow the Hazard Mitigation Grant project, as those funds are no longer needed. Offsetting this increase is a $10,598,147 reduction in transfers to the Capital Project Fund for the Corbin Park and Historic Westside Stormwater Improvement projects. These projects are nearing the end of their design phase, so construction funding is not currently required, and the Corbin Park project has secured a $6 million construction grant. Additional reductions include $335,974 for the Hazard Mitigation Grant project. New expenditures include $1,758,486 for dredging projects, $512,085 for required reserves (20%), $304,094 for a grant-funded vulnerability assessment, and $500,000 for additional stormwater pipelining. An additional $2,417,687 is being added to operating contingency. To balance the amendment, personnel, operating expenses and debt service are decreasing by $18,567.

**Fund 104 Airport Fund**

This budget amendment increases the Airport Fund's budget by $1,156,432 to reflect additional funds carried over from the prior fiscal year totaling $1,053,332, as well as to recognize $53,100 in interest earnings and $50,000 in new grant revenue from the Florida Department of Transportation (FDOT). On the expenditure side, $62,500 will be allocated for upgrades to air traffic control equipment, and $234,640 will be used for the rehabilitation of the hangar at 1501 Airway Circle. Additionally, $554,989 will be placed in reserves to meet the City's 15% reserve target, while the remaining $304,303 will be set aside in an operating contingency line item to address any unforeseen needs.

**Fund 105 Police Impact Fee Fund**

This budget amendment increases the Police Impact Fee Fund's budget by $257,899 to account for additional resources. It recognizes $74,999 in additional funds carried forward from the prior year, $32,900 in interest earnings, and $150,000 in new impact fee collections. On the expenditure side, $361,305 is being added to support the purchase of police vehicles. Additionally, the planned transfer to Fund 302 for the police boathouse project is being reduced from $250,000 to $37,405, reflecting the amount needed for the design phase only. The remaining $109,189 will be set aside in an operating contingency line item for future growth-related capital.

**Fund 106 Fire Impact Fee Fund**

This budget amendment increases the Fire Impact Fee Fund's budget by $242,200, reflecting $48,200 in interest earnings and $194,000 in new impact fee collections. On the expenditure side, $85,890 is allocated for dormitory remodeling at Fire Station 52, and an additional $1,000 is added to the ambulance purchase. The remaining $155,310 is designated for the operating contingency fund to support future growth-related capital needs.

**Fund 107 Recreation Impact Fee Fund**

This budget amendment increases the Recreation Impact Fee Fund's budget by $529,709, recognizing $41,709 in interest income and $488,000 in impact fee collections.

On the expenditure side, $614,166 is allocated as a transfer to Fund 302 to support additional improvements at the Paige Park Pickleball Courts. To balance the amendment, the operating contingency is reduced by $84,457.

**Fund 109 Transportation Impact Fee Fund**

This budget amendment increases the Transportation Impact Fee Fund's budget by $1,592,413, recognizing $500,000 in impact fee collections and $109,047 in interest earnings. Additionally, the fund will be reimbursed $983,366 for the prior purchase of 120 Flagler Avenue. This property was originally acquired with the intent to construct a turn lane at the intersection of Flagler Avenue and Peninsula Avenue. However, when the project was deemed unfeasible, the building was repurposed to house parking operations. To facilitate this reimbursement, excess parking revenues accumulated in Fund 302 will be transferred to the Transportation Impact Fee Fund. On the expenditure side, $10,300 is allocated to professional services for an impact fee update study, with the remaining $1,582,113 added to operating contingency to support future growth-related capital needs.

**Fund 113 Building & Inspection Fund**

This budget amendment reduces the Building and Inspection Fund's budget by $984,969. The adjustment reflects a combination of revenue increases and decreases. On the increase side, $32,900 in interest earnings is being added, along with a $336,944 transfer from the General Fund to support 50% of the cost of code compliance. These are offset by a $376,813 reduction in prior year carryforward funds and a $1,000,000 decrease in projected permit revenue. On the expenditure side, the budget reflects a combination of reductions. Wages and benefits are being reduced by $122,290, and operating expenses are decreasing by $766,655, with the most significant reduction in "other professional services," which had been earmarked for the design of a new city building—a project that will not be moving forward at this time. Additionally, the amendment eliminates $97,024 previously budgeted for a fiber optic cable project.

**Fund 114 Tree Fund**

This budget amendment establishes a transfer of $120,304 from the General Fund to create the Tree Fund, a new special revenue fund designated to account for fines and

fees restricted for tree replacement. These funds, previously recorded in miscellaneous General Fund revenue, are now segregated to ensure compliance with the City's Land Development Regulations, which require that penalties for unauthorized tree removal be used exclusively for planting and maintaining trees on public property. The Tree Fund will enhance transparency and accountability by clearly tracking restricted revenues and their use. Until eligible projects or purchases are identified, the funds will remain budgeted in unassigned reserves within the new fund

**Fund 115 Parking Fund**

This budget amendment increases the Parking Fund's budget by $388,678. On the revenue side, parking fees and prior year carryforward funds are being reduced by $293,227 and $212,632, respectively. These reductions are offset by an increase of $76,900 in interest earnings and a transfer of $817,637 from Capital Projects Fund 302, reflecting excess parking revenues not allocated to specific projects. On the expenditure side, a budget is being established for the Parking & Mobility Director and various other accounts are being trued up resulting in a total increase of $209,185 in personnel and operating expenses. Additionally, an inactive capital project from 2021 totaling $250,000 is being removed, and a $4,113,965 transfer to Fund 302 for the AOB capital project is being eliminated, as Phases I and II no longer include parking components. The remaining balance of $4,543,458 is being allocated to operating contingency.

**Fund 125 Community Redevelopment Agency (CRA) Fund**

This budget amendment, approved by the CRA Board on April 22, 2025, through Resolution No. CRA 01-25, increases the CRA Fund's budget by $4,550,879. This adjustment reflects the recognition of $5,357,238 in prior year carryforward funds, $111,000 in interest earnings with an offsetting reduction of $917,359 in tax increment receipts from the City and County. On the expenditure side, $1,350,000 is reduced from incentives, grants and aids, and appraisal costs, $5,070,806 is allocated to various capital projects, and $830,073 is budgeted for remediation and dredging. The City Commission's approval of this amendment affirms and adopts the actions previously approved by the CRA Board.

**Fund 206 Debt Service Fund**

This budget amendment increases the Debt Service Fund 206's budget by $1,202,366. Due to the availability of $4,825,191 in prior-year carryforward funds and $80,500 in interest earnings, the previously planned $1,000,000 transfer from the General Fund is no longer necessary and will be eliminated. Additionally, following a review of capital projects intended to be cash-flowed through the line of credit, it has been determined that a new draw of $2,703,325 is not required. As a result, both the revenue and the corresponding transfer to the Capital Projects Fund will be removed. Avoiding this draw helps minimize interest expenses. The remaining balance of $3,905,691 will be used to reduce the outstanding loan principal.

**Fund 207 Debt Service Fund**

This budget amendment decreases the Debt Service Fund 207's budget by $20,000. The $20,000 transfer from the Stormwater Fund is no longer necessary as the existing balance in the debt service reserve account is sufficient to cover the current fiscal year's principal and interest expenses. As a result, the reserve account will be reduced from $139,380 to $119,380.

**Fund 209 Debt Service Fund**

This budget amendment increases the budget for Debt Service Fund 209 by $7,996 due to the carryforward of true-up funds from the prior year. The additional amount also increases the balance in the debt service reserve.

**Fund 210 Debt Service Fund**

This budget amendment increases the budget for Debt Service Fund 209 by $31,421, reflecting a transfer from the Capital Projects Fund. These uncommitted funds are being redirected to strengthen the debt service reserve and may be used to reduce outstanding principal on existing debt in the future.

**Fund 301 Turnbull Creek Capital Project Fund**

This budget amendment increases the Turnbull Creek Capital Project Fund budget by $45,700. It accounts for $54,800 in interest income and reduces the prior year's

carryforward by $9,100. On the expenditure side, funding for the Turnbull Creek Observation Deck project is increased by $12,000, the land acquisition budget is increased by $9,300, and $24,400 is added to the operating contingency to support future land purchases.

**Fund 303 General Obligation Bond Capital Projects**

This budget amendment reduces the General Obligation Bond Capital Project Fund's budget by $142,232. It reflects a decrease of $171,632 in prior year carryforward funds, which is partially offset by $29,400 in recognized interest earnings. On the expenditure side, the operating contingency is reduced by $142,232.

**Fund 302 Capital Projects**

This budget amendment reduces the Fund 302 Capital Project Fund's budget by $9,349,107. The reduction in revenue results from a combination of decreases and increases. On the reduction side, a $10,598,147 transfer from the Stormwater Fund for the Historic Westside and Corbin Park Stormwater projects is being eliminated due to unavailable funds in the Stormwater Fund. A $4,113,965 transfer from the Parking Fund for the AOB project is also being removed, as Phases I and II do not include parking elements. Additionally, a $2,703,325 transfer from Fund 206 Debt Service Fund (line of credit) is being eliminated as funds are not needed at this time, funds from the line of credit can be drawn down once the project enters the construction phase. Further reductions include a $212,595 decrease in transfers from the Police Impact Fee Fund, as only $37,405 is needed this fiscal year for design, and a $34,216 reduction in prior year carryforward funds, which are also being assigned project number for easier tracking. These reductions are partially offset by a $442,000 increase in budgeted interest earnings, a $15,000 contribution from an external entity for the Pickleball Courts project, and a $7,241,975 increase in grant revenue from sources including Transform 386, FEMA, FIND, CDBG, ECHO, and a State-funded LAP Grant. Additionally, a transfer from the Park Impact Fee Fund is being increased by $614,166 to support the Paige Pickleball project.

On the expenditure side, the reduction results from a combination of increases and decreases as well. Total decreased expenses amount to $22,390,475, driven by reductions to the Corbin Park Stormwater project, Washington Street Improvement

project, Phase II of the AOB project, Barracuda Bridge project, and the 5th Street Bridge project. These reductions are primarily associated with projects that are either concluding or still in the design phase, meaning construction-related funds do not need to be tied up at this time. Offsetting these reductions are increased expenses totaling $13,041,367, which include $1,832,424 in net transfers out, comprised of $882,424 in restricted funds being returned to their original sources, $950,000 transferred to the Transportation Impact Fee Fund to reimburse it for the purchase of the Flagler Avenue property now designated for parking operations, $500,000 in ARPA grant funding to be transferred to the Stormwater Fund for a variety of projects and elimination of a $500,000 transfer to the General Fund for the North Turnbull Creek Dredging project which is being accounted for in the Capital Project Fund and not the General Fund . The amendment also adds $947,297 in unassigned reserves, representing interest earnings, General Fund contributions, and Stormwater funds earmarked for future projects. An additional $2,946,158 is allocated to reduce the principal balance on the line of credit, as proceeds are not currently needed to cashflow projects. Finally, $7,315,488 is added to expenses to cover purchase orders rolling forward from the prior year (construction commitments) and to adjust project budgets based on current bids and contingency needs.

**Fund 405 Sanitation Fund**

This budget amendment increases the Sanitation Fund's budget by $2,594,519. It includes $78,300 in interest income, and an increase of $2,516,219 in funds carried forward from the prior year. On the expenditure side, $2,036,194 is allocated to meet the required 20% reserve, while the remaining $558,325 is designated for the operating contingency.

**Fund 408 Marina Fund**

This budget amendment reduces the Marina Fund's budget by $15,627, reflecting a corresponding decrease in prior year carryforward funds. On the expenditure side, personnel and operating costs are being reduced by $157,627, including the elimination of a $98,999 payment to the General Fund for administrative support. These reductions offset a $142,000 increase in capital outlay, which is required to cover an unanticipated rise in costs for the dock repair project.

**Fund 501 Fleet**

This budget amendment increases the Fleet Fund budget by $666,500, reflecting $10,500 in interest income and $656,000 in prior year funds carried forward. On the expenditure side, $750,000 is allocated to the Fuel Tank Replacement project. To balance the fund, appropriations are reduced by $10,000 in vehicle purchases and $73,500 in allocated overhead expenses.

Adopt Resolution No. 08-25, amending the FY2024–2025 budget.

**Fiscal Analysis:**
The budget amendment will increase the City's FY 2025 total budget by $18,467,878.

**Strategic Plan Item:**
No

Staff Report Created By: JoAnne Drury - Finance Director

**Attachments:**

RES 08-25 Exhibit A 07.22.25.pdf
Res 08-25 FY2024-2025 Budget Amendment.pdf

# Exhibit "A"

## ADOPTED BUDGET FISCAL YEAR 2024 - 2025

| FUND | ADOPTED BUDGET RES 70-24 | RES 73-24 | RES 75-24 | RES 76-24 | RES 77-24 | RES 80-24 | RES 81-24 | RES 82-24 | RES 84-24 | RES 02-25 | RES 08-25 | TOTAL AMENDED BUDGET |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 001 - GENERAL FUND | $ 53,218,479 | | $ 5,000,000 | $ 12,504 | | $ 103,958 | $ 21,756 | | $ 2,216,662 | $ 635,100 | $ 15,944,204 | $ 77,152,663 |
| 003 - BRANNON CENTER / LIVE OAK | $ 642,427 | | | | | | | | | $ 12,000 | $ 229,249 | $ 883,676 |
| 004 - GOLF COURSE | $ 2,356,123 | | | | | | | | | | | $ 2,356,123 |
| 101 - STORMWATER | $ 14,298,572 | | | | | | | | $ 4,575,004 | $ 1,984,162 | $ (580,656) | $ 20,277,082 |
| 103 - SPECIAL LAW ENFORCEMENT TRUST | $ - | | | | | | | | | $ 221,541 | | $ 221,541 |
| 104 - AIRPORT / INDUSTRIAL PARK | $ 11,719,928 | | | $ 10,803 | | | | | $ 1,019,035 | | $ 1,156,432 | $ 13,906,198 |
| 105 - POLICE IMPACT FEE | $ 450,000 | | | | | | | | $ 72,391 | $ 982,067 | $ 257,899 | $ 1,762,357 |
| 106 - FIRE IMPACT FEE | $ 480,000 | | | | | | | $ 100,106 | $ 465,704 | $ 606,179 | $ 242,200 | $ 1,894,189 |
| 107 - RECREATION IMPACT FEE | $ - | | | | | | | | | $ 1,896,616 | $ 529,709 | $ 2,426,325 |
| 109 - TRANSPORTATION CAPITAL PROJECTS | $ - | | | | | | | | $ 80,000 | $ 4,546,018 | $ 1,592,413 | $ 6,218,431 |
| 113 - BUILDING & INSPECTIONS | $ 5,291,344 | | | | | | | | $ 97,024 | | $ (984,969) | $ 4,403,399 |
| 114 - TREE FUND | $ - | | | | | | | | | | $ 120,304 | $ 120,304 |
| 115 - PARKING FUND | $ 5,274,523 | | | | | | | | $ 252,015 | | $ 388,678 | $ 5,915,216 |
| 125 - COMMUNITY REDEVELOPMENT | $ 4,060,000 | | | | | | | | | | $ 4,550,879 | $ 8,610,879 |
| 130 - ARPA FUND | $ - | | | | | | | | | $ 832,972 | | $ 832,972 |
| 204 - DEBT SERVICE FUND | $ 560,872 | | | | | | | | | $ 7,453 | | $ 568,325 |
| 205 - SRF LOAN DEBT SERVICE RESERVE | $ - | | | | | | | | | $ 103,341 | | $ 103,341 |
| 206 - DEBT SERVICE FUND (2021 NOTE) | $ 3,703,325 | | | | | | | | | | $ 1,202,366 | $ 4,905,691 |
| 207 - SRF DEBT SERVICE SINKING FUND | $ 20,000 | | | | | | | | | $ 139,380 | $ (20,000) | $ 139,380 |
| 208 - DEBT SERVICE 2005 REV REFUND | $ 470,555 | | | | | | | | | $ 26,252 | | $ 496,807 |
| 209 - DEBT SERVICE GO BOND 2005 | $ 610,137 | | | | | | | | | $ 594,079 | $ 7,996 | $ 1,212,212 |
| 210 - 2013 CAPITAL IMPROVEMENT NOTE | $ 652,596 | | | | | | | | | $ 19,137 | $ 31,421 | $ 703,154 |
| 211 - CAPITAL NOTE ISLESBORO | $ - | | | | | | | | | | | $ - |
| 301 - CAPITAL PROJECTS - TURNBULL CREEK | $ - | | | | | | | | | $ 2,452,810 | $ 45,700 | $ 2,498,510 |
| 302 - CAPITAL PROJECTS FUND | $ 20,736,796 | | | | | $ 47,500 | | | $ 16,377,555 | $ 1,161,350 | $ (9,349,107) | $ 28,974,094 |
| 303 - GOB CAPITAL PROJECTS FUND | $ - | | | | | | | | $ 171,632 | $ 703,659 | $ (142,232) | $ 733,059 |
| 405 - SANITATION | $ 10,180,968 | | | | | | | | | | $ 2,594,519 | $ 12,775,487 |
| 408 - CITY MARINA | $ 437,118 | $ 295,091 | | | $ 13,518 | | | | | | $ (15,627) | $ 730,100 |
| 501 - GARAGE | $ 1,753,297 | | | | | | | | $ 83,869 | | $ 666,500 | $ 2,503,666 |
| **TOTAL ALL FUNDS** | **$ 136,917,060** | **$ 295,091** | **$ 5,000,000** | **$ 23,307** | **$ 13,518** | **$ 151,458** | **$ 21,756** | **$ 100,106** | **$ 25,410,891** | **$ 16,924,116** | **$ 18,467,878** | **$ 203,325,181** |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 001 GENERAL FUND** | | | | | | | | |
| 001 | 00130000 | 381302 | | | TRANSFER FROM FUND 302 | 500,000 | (500,000) | - |
| 001 | 00130000 | 331201 | 25PD6 | FY25 PD DRONES | FDLE GRANT | - | 99,996 | 99,996 |
| 001 | 00130000 | 349201 | | | MISCELLANEOUS REVENUES/OTHER | 130,006 | 10,000 | 140,006 |
| 001 | 00130000 | 366909 | 25TCP | FY25 TEEN CADET PROGRAM | DONATIONS TO POLICE DEPARTMENT | - | 10,000 | 10,000 |
| 001 | 00130000 | 384001 | | | LOAN PROCEEDS | - | 136,625 | 136,625 |
| 001 | 00130000 | 342105 | | | POLICE SPECIAL PATROL | 25,815 | 117,689 | 143,504 |
| 001 | 00130000 | 381101 | | | TRANSFER FROM STORMWATER | - | 4,879,680 | 4,879,680 |
| 001 | 00130000 | 389101 | | | APPROPRIATED FUND EQUITY | 7,666,880 | 11,190,214 | 18,857,094 |
| | | | | | | **TOTAL REVENUES** | 15,944,204 | |
| 001 | 00151201 | 521001 | | | FICA | 64,519 | 2,854 | 67,373 |
| 001 | 00151201 | 522003 | | | DC PLAN | 83,425 | 8,952 | 92,377 |
| 001 | 00151201 | 511001 | | | EXECUTIVE SALARY | 195,700 | 37,300 | 233,000 |
| 001 | 00151401 | 521001 | | | FICA | 37,273 | 2,303 | 39,576 |
| 001 | 00151401 | 511004 | | | AUTO ALLOWANCE | 5,200 | 3,800 | 9,000 |
| 001 | 00151401 | 511001 | | | EXECUTIVE SALARY | 189,902 | 30,099 | 220,001 |
| 001 | 00151901 | 567211 | 25CLR | CONNOR LIBRARY RENNOVATIONS | BUILDING & IMPROVEMENTS | 40,000 | 20,000 | 60,000 |
| 001 | 00151201 | 531099 | | | OTHER PROFESSIONAL SERVICE | 29,927 | 10,000 | 39,927 |
| 001 | 00159100 | 599025 | | | FLEET REPLACEMENT EQUITY | - | 700,000 | 700,000 |
| 001 | 00159100 | 599010 | | | REQUIRED FUND EQUITY | - | 12,604,431 | 12,604,431 |
| 001 | 00159100 | 599015 | | | UNASSIGNED FUND EQUITY | - | 2,576,190 | 2,576,190 |
| 001 | 00152101 | 552036 | | | AMMUNITION/FIREARMS | 83,472 | 55,006 | 138,478 |
| 001 | 00151303 | 531099 | | | OTHER PROFESSIONAL SERVICE | 95,000 | 35,500 | 130,500 |
| 001 | 00152101 | 512001 | | | REGULAR SALARY | 5,226,178 | (38,400) | 5,187,778 |
| 001 | 00152101 | 522003 | | | DC PLAN | 147,740 | (4,000) | 143,740 |
| 001 | 00152101 | 521001 | | | FICA | 518,530 | (3,100) | 515,430 |
| 001 | 00151201 | 511004 | | | CAR ALLOWANCE | 9,000 | 960 | 9,960 |
| 001 | 00151201 | 521001 | | | FICA | 59,919 | 4,600 | 64,519 |
| 001 | 00151201 | 522003 | | | DC PLAN | 77,425 | 6,000 | 83,425 |
| 001 | 00151201 | 512001 | | | REGULAR SALARY | 547,267 | 57,900 | 605,167 |
| 001 | 00152101 | 552208 | 25TCP | FY25 TEEN CADET PROGRAM | YOUTH PROGRAM | - | 10,000 | 10,000 |
| 001 | 00151901 | 564204 | 25PD6 | FY25 PD DRONES | CAPITAL- MACHINERY & EQUIPMENT | - | 99,996 | 99,996 |
| 001 | 00151902 | 549099 | | | OTHER CURRENT CHARGES | 1,600 | 51,089 | 52,689 |
| 001 | 00152101 | 564717 | | | CAPTIAL VEHICLES | - | 136,625 | 136,625 |
| 001 | 00159101 | 531099 | | | OTHER PROFESSIONAL SERVICE | - | 8,745 | 8,745 |
| 001 | 00158101 | 500206 | | | TRANSFER TO DEBT 206 | 1,000,000 | (1,000,000) | - |
| 001 | 00158101 | 500113 | | | TRANSFER TO BUILDING FUND | - | 380,050 | 380,050 |
| 001 | 00158101 | 500114 | | | TRANSFER TO TREE FUND | - | 120,304 | 120,304 |
| 001 | 00151101 | 531099 | | | OTHER PROFESSIONAL SERVICE | 41,000 | 27,000 | 68,000 |
| | | | | | | **TOTAL EXPENDITURES** | 15,944,204 | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 003 BRANNON CENTER / LIVE OAK** | | | | | | | | |
| 003 | 00330000 | 389101 | | | APPROPRIATED FUND EQUITY | - | 229,249 | 229,249 |
| | | | | | | **TOTAL REVENUES** | 229,249 | |
| 003 | 00357207 | 553098 | | | OPERATING CONTINGENCY | - | 108,537 | 108,537 |
| 003 | 00357207 | 564204 | 25BC2 | FY25 BRANNON CENTER AC REPLCMT | CAPITAL - MACHINERY & EQUIPMENT | - | 40,867 | 40,867 |
| 003 | 00357207 | 564204 | 25BC1 | FY25 BRANNON CENTER AC REPLCMT | CAPITAL - MACHINERY & EQUIPMENT | - | 79,845 | 79,845 |
| | | | | | | **TOTAL EXPENDITURES** | 229,249 | |
| **TOTAL 101 STORMWATER** | | | | | | | | |
| 101 | 10130000 | 331502 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | FEMA GRANT | - | 3,576 | 3,576 |
| 101 | 10130000 | 331502 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | FEMA GRANT | - | 64,875 | 64,875 |
| 101 | 10130000 | 331502 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | FEMA GRANT | - | 1,164,293 | 1,164,293 |
| 101 | 10130000 | 366915 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | HOMEOWNER CONTRIBUTION | - | 27,610 | 27,610 |
| 101 | 10130000 | 366915 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | HOMEOWNER CONTRIBUTION | - | 44,571 | 44,571 |
| 101 | 10130000 | 366915 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | HOMEOWNER CONTRIBUTION | - | 417,332 | 417,332 |
| 101 | 10130000 | 389101 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | APPROPRIATED FUND EQUITY | - | 6,106 | 6,106 |
| 101 | 10130000 | 389101 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | APPROPRIATED FUND EQUITY | - | 12,128 | 12,128 |
| 101 | 10130000 | 389101 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | APPROPRIATED FUND EQUITY | - | 164,457 | 164,457 |
| 101 | 10130000 | 389101 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | APPROPRIATED FUND EQUITY | - | 4,879,680 | 4,879,680 |
| 101 | 10130000 | 331301 | 23NAD | FY23 NORTH ATLANTIC DRAINAGE | FEDERAL GRANT | - | 837,500 | 837,500 |
| 101 | 10130000 | 334410 | 23NAD | FY23 NORTH ATLANTIC DRAINAGE | FDEP GRANT | - | 837,500 | 837,500 |
| 101 | 10130000 | 389101 | 23NAD | FY23 NORTH ATLANTIC DRAINAGE | APPROPRIATED FUND EQUITY | - | 500,000 | 500,000 |
| 101 | 10130000 | 331390 | 24TCS | FY24 TURNBULL SOUTH DREDGING | FEDERAL GRANT- OTHER PHYSICAL | - | 1,351,429 | 1,351,429 |
| 101 | 10130000 | 389101 | 24TCS | FY24 TURNBULL SOUTH DREDGING | APPROPRIATED FUND EQUITY | - | 407,057 | 407,057 |
| 101 | 10130000 | 381302 | 25P&G | FY25 PUMPS & GENERATOR ARPA | TRANSFER FROM CAPITAL PROJECTS | - | 1,200,000 | 1,200,000 |
| 101 | 10130000 | 381130 | 25PIP | FY25 PIPELINING ARPA | TRANSFER FROM ARPA | - | 206,402 | 206,402 |
| 101 | 10130000 | 381302 | 25PIP | FY25 PIPELINING ARPA | TRANSFER FROM CAPITAL PROJECTS | - | 531,707 | 531,707 |
| 101 | 10130000 | 334410 | 25VUL | VULNERABILITY ASSESSEMENT | FDEP GRANT | - | 304,094 | 304,094 |
| 101 | 10130000 | 329104 | | | STORMWATER UTILITY FEE | 2,999,999 | (110,000) | 2,889,999 |
| 101 | 10130000 | 331301 | | | FEDERAL GRANT | 837,500 | (837,500) | - |
| 101 | 10130000 | 361101 | | | INTEREST EARNINGS | - | 200,000 | 200,000 |
| 101 | 10130000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 20,000 | 20,000 |
| 101 | 10130000 | 381130 | | | TRANSFER FROM ARPA | 206,402 | (206,402) | - |
| 101 | 10130000 | 381302 | | | TRANSFER FROM CAPITAL PROJECTS | 1,777,760 | (1,231,707) | 546,053 |
| 101 | 10130000 | 389101 | | | APPROPRIATED FUND EQUITY | 15,036,076 | (15,036,076) | - |
| 101 | 10130000 | 389101 | 24HID | FY24 HAZARD MITIGATION H. IDALIA | APPROPRIATED FUND EQUITY | - | 14,771 | 14,771 |
| 101 | 10130000 | 389101 | 24HMN | FY24 HAZARD MITIGATION NICOLE | APPROPRIATED FUND EQUITY | - | 38,573 | 38,573 |
| 101 | 10130000 | 389101 | 24HMP | FY24 HMGP HURRICANE IAN | APPROPRIATED FUND EQUITY | - | 12,576 | 12,576 |
| 101 | 10130000 | 389101 | | | APPROPRIATED FUND EQUITY | - | 733,163 | 733,163 |
| 101 | 10130000 | 389101 | | | APPROPRIATED FUND EQUITY | - | 2,861,629 | 2,861,629 |
| | | | | | | **TOTAL REVENUES** | (580,656) | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| 101 | 10154101 | 553098 | | | OPERATING CONTINGENCY | 372,729 | 20,000 | 392,729 |
| 101 | 10158101 | 500302 | 20HIW | HISTORIC WESTSIDE STORMWATER PROJ | TRANSFER TO CAPITAL PROJECTS F | 10,598,147 | (10,598,147) | - |
| 101 | 10154101 | 567201 | 21HDR | FY21 DEMO & REBUILD HMGP | CAPITAL OUTLAY | 1,900,000 | (1,900,000) | - |
| 101 | 10158101 | 500001 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | TRANSFER TO GENERAL FUND | - | 4,879,680 | 4,879,680 |
| 101 | 10154101 | 567201 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | CAPITAL OUTLAY | 286,086 | (286,086) | - |
| 101 | 10154101 | 583005 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | HMP HOMEOWNER EXPENSE | - | 43,314 | 43,314 |
| 101 | 10154101 | 583005 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | HMP HOMEOWNER EXPENSE | - | 1,746,082 | 1,746,082 |
| 101 | 10154101 | 583005 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | HMP HOMEOWNER EXPENSE | - | 115,552 | 115,552 |
| 101 | 10154101 | 567201 | 24HID | FY24 HAZARD MITIGATION H. IDALIA | CAPITAL OUTLAY | 20,236 | (5,465) | 14,771 |
| 101 | 10154101 | 567201 | 24HMN | FY24 HAZARD MITIGATION NICOLE | CAPITAL OUTLAY | 10,140 | 28,433 | 38,573 |
| 101 | 10154101 | 567201 | 24HMP | FY24 HMGP HURRICANE IAN | CAPITAL OUTLAY | 90,380 | (77,804) | 12,576 |
| 101 | 10154101 | 563203 | 24TCS | FY24 TURNBULL SOUTH DREDGING | CAPITAL- INFRASTRUCTURE | - | 1,758,486 | 1,758,486 |
| 101 | 10154101 | 534099 | 25VUL | VULNERABILITY ASSESSEMENT | OTHER CONTRACTUAL | - | 304,094 | 304,094 |
| 101 | 10158101 | 500207 | | | TSF TO 207 DEBT SERVICE | 20,000 | (20,000) | - |
| 101 | 10154101 | 512001 | | | REGULAR SALARY | 67,994 | 10,000 | 77,994 |
| 101 | 10154101 | 515001 | | | SICK INC./PERSONAL LEAVE | 1,000 | (1,000) | - |
| 101 | 10154101 | 521001 | | | FICA | 5,428 | 500 | 5,928 |
| 101 | 10154101 | 522003 | | | DC PLAN | 7,095 | 500 | 7,595 |
| 101 | 10154101 | 523004 | | | BCBS INSURANCE | 15,148 | 1,600 | 16,748 |
| 101 | 10154101 | 523008 | | | MET LIFE DENTAL | 360 | 100 | 460 |
| 101 | 10154101 | 523009 | | | MUTUAL OF OMAHA | 532 | 100 | 632 |
| 101 | 10154101 | 524001 | | | WC | 2,106 | 633 | 2,739 |
| 101 | 10154101 | 545001 | | | LIABILITY INSURANCE | 53,189 | 42,000 | 95,189 |
| 101 | 10154101 | 546350 | | | FLEET MAINTENANCE BILLINGS | 71,612 | (19,000) | 52,612 |
| 101 | 10154101 | 546430 | | | STREET MAINTENANCE-PIPE LINING | 341,891 | 500,000 | 841,891 |
| 101 | 10154101 | 552001 | | | GAS/OIL | 58,333 | (34,000) | 24,333 |
| 101 | 10154101 | 553098 | | | OPERATING CONTINGENCY | 984,162 | 2,397,687 | 3,381,849 |
| 101 | 10154101 | 559010 | | | REQUIRED FUND EQUITY | - | 512,085 | 512,085 |
| | | | | | | **TOTAL EXPENDITURES** | (580,656) | |
| **TOTAL 104 AIRPORT** | | | | | | | | |
| 104 | 10430000 | 389101 | | | APPROPRIATED FUND EQUITY | 342,035 | 806,192 | 1,148,227 |
| 104 | 10430000 | 389101 | 25ATE | FY25 AIR TRAFFIC EQUIPMENT UPGRADE | APPROPRIATED FUND EQUITY | - | 12,500 | 12,500 |
| 104 | 10430000 | 389101 | 25ACR | FY25 AIRWAY CIRCLE REHAB | APPROPRIATED FUND EQUITY | - | 234,640 | 234,640 |
| 104 | 10430000 | 334407 | 25ATE | FY25 AIR TRAFFIC EQUIPMENT UPGRADE | FDOT CAPITAL PROJECT FUNDING | - | 50,000 | 50,000 |
| 104 | 10430000 | 361101 | | | INTEREST | - | 50,000 | 50,000 |
| 104 | 10430000 | 361103 | | | INTEREST ON INVESTMENTS | - | 3,100 | 3,100 |
| | | | | | | **TOTAL REVENUES** | 1,156,432 | |
| 104 | 10454201 | 564204 | 25ATE | FY25 AIR TRAFFIC EQUIPMENT UPGRADE | CAPTIAL MACHINERY & EQUIPMENT | - | 62,500 | 62,500 |
| 104 | 10454201 | 531099 | 25ACR | FY25 AIRWAY CIRCLE REHAB | OTHER PROFESSIONAL SERVICES | - | 26,960 | 26,960 |
| 104 | 10454201 | 562202 | 25ACR | FY25 AIRWAY CIRCLE REHAB | CAPITAL BUILDINGS | - | 207,680 | 207,680 |
| 104 | 10454201 | 599010 | | | REQUIRED FUND EQUITY | - | 554,989 | 554,989 |
| 104 | 10454201 | 553098 | | | OPERATING CONTINGENCY | 60,686 | 304,303 | 364,989 |
| | | | | | | **TOTAL EXPENDITURES** | 1,156,432 | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 105 POLICE IMPACT FEES** | | | | | | | | |
| 105 | 10530000 | 361101 | | | INTEREST EARNINGS | - | 30,000 | 30,000 |
| 105 | 10530000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 2,900 | 2,900 |
| 105 | 10530000 | 363201 | | | IMPACT FEES-LAW ENFORCEMENT | - | 150,000 | 150,000 |
| 105 | 10530000 | 389101 | | | APPROPRIATED FUND EQUITY | 1,504,458 | 74,999 | 1,579,457 |
| | | | | | | **TOTAL REVENUES** | 257,899 | |
| 105 | 10552101 | 553098 | | | OPERATING CONTINGENCY | 952,068 | 109,189 | 1,061,257 |
| 105 | 10552101 | 564717 | 24PD2 | FY24 5 INTERCEPTORS | CAPITAL- VEHICLES | 24,695 | 300,305 | 325,000 |
| 105 | 10558101 | 500302 | | | TRANSFER TO CAPITAL PROJECTS F | 250,000 | (212,595) | 37,405 |
| 105 | 10552101 | 564717 | 24PD3 | FY24 VEHICLE PD SSO | CAPITAL- VEHICLES | - | 61,000 | 61,000 |
| | | | | | | **TOTAL EXPENDITURES** | 257,899 | |
| **TOTAL 106 FIRE IMPACT FEE** | | | | | | | | |
| 106 | 10630000 | 361101 | | | INTEREST EARNINGS | - | 45,000 | 45,000 |
| 106 | 10630000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 3,200 | 3,200 |
| 106 | 10630000 | 363202 | | | IMPACT FEES | - | 194,000 | 194,000 |
| | | | | | | **TOTAL REVENUES** | 242,200 | |
| 106 | 10652201 | 553098 | | | OPERATING CONTINGENCY | 575,179 | 155,310 | 730,489 |
| 106 | 10652201 | 562203 | 25FDR | FY24 FS#52 DORM REMODELING | BUILDING IMPROVEMENTS | - | 85,890 | 85,890 |
| 106 | 10652201 | 564717 | 25FDA | FY25 AMBULANCE FD | CAPITAL- VEHICLES | 480,000 | 1,000 | 481,000 |
| | | | | | | **TOTAL EXPENDITURES** | 242,200 | |
| **TOTAL 107 REC IMPACT FEE** | | | | | | | | |
| 107 | 10730000 | 363203 | | | RECOUPMENT FEES-PARKS AND RECR | - | 488,000 | 488,000 |
| 107 | 10730000 | 361101 | | | INTEREST EARNINGS | - | 38,000 | 38,000 |
| 107 | 10730000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 3,709 | 3,709 |
| | | | | | | **TOTAL REVENUES** | 529,709 | |
| 107 | 10757201 | 553098 | | | OPERATING CONTINGENCY | 1,864,616 | (84,457) | 1,780,159 |
| 107 | 10758101 | 500302 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | TRANSFER TO FUND 302 | - | 614,166 | 614,166 |
| | | | | | | **TOTAL EXPENDITURES** | 529,709 | |
| **TOTAL 109 TRANSPORTATION IMPACT FEE** | | | | | | | | |
| 109 | 10930000 | 363202 | | | IMPACT FEES | - | 500,000 | 500,000 |
| 109 | 10930000 | 381302 | | | TRANSFER FROM CAPTIAL PROJECTS | - | 983,366 | 983,366 |
| 109 | 10930000 | 361101 | | | INTEREST EARNINGS | - | 100,000 | 100,000 |
| 109 | 10930000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 9,047 | 9,047 |
| | | | | | | **TOTAL REVENUES** | 1,592,413 | |
| 109 | 10954102 | 531099 | | | OTHER PROFESSIONAL SERVICE | - | 10,300 | 10,300 |
| 109 | 10954102 | 553098 | | | OPERATING CONTINGENCY | 4,546,018 | 1,582,113 | 6,128,131 |
| | | | | | | **TOTAL EXPENDITURES** | 1,592,413 | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 113 B&I** | | | | | | | | |
| 113 | 11330000 | 322101 | | | BUILDING PERMITS-PLAN REVIEWS | - | 1,200,000 | 1,200,000 |
| 113 | 11330000 | 381001 | | | TRANSFER FROM GENERAL FUND | - | 336,944 | 336,944 |
| 113 | 11330000 | 361101 | | | INTEREST EARNINGS | - | 30,000 | 30,000 |
| 113 | 11330000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 2,900 | 2,900 |
| 113 | 11330000 | 322201 | | | ELECTRICAL PERMITS | - | 22,000 | 22,000 |
| 113 | 11330000 | 322101 | | | BUILDING PERMITS | 3,444,000 | (2,200,000) | 1,244,000 |
| 113 | 11330000 | 389101 | | | APPROPRIATED FUND EQUITY | 1,817,130 | (376,813) | 1,440,317 |
| | | | | | | **TOTAL REVENUES** | (984,969) | |
| 113 | 11352401 | 512001 | | | REGULAR SALARY | 1,339,316 | (85,000) | 1,254,316 |
| 113 | 11352401 | 522003 | | | DC PLAN | 143,898 | (40,000) | 103,898 |
| 113 | 11352401 | 523002 | | | FLORIDA HEALTH CARE | 252,750 | (18,000) | 234,750 |
| 113 | 11352401 | 521001 | | | FICA | 110,082 | (14,000) | 96,082 |
| 113 | 11352401 | 515008 | | | INCENTIVE PAY | 8,522 | (8,522) | - |
| 113 | 11352401 | 523009 | | | MUTUAL OF OMAHA | 9,425 | 1,100 | 10,525 |
| 113 | 11352401 | 524001 | | | WC | 60,018 | 13,000 | 73,018 |
| 113 | 11352401 | 523003 | | | HEALTH SAVINGS ACCOUNT | - | 16,000 | 16,000 |
| 113 | 11352401 | 531099 | | | OTHER PROFESSIONAL SERVICE | 863,000 | (475,000) | 388,000 |
| 113 | 11352401 | 534013 | | | HOUSING DEMOLITIONS | 60,000 | (60,000) | - |
| 113 | 11352401 | 543001 | | | ELECTRIC AND WATER | 30,000 | (5,000) | 25,000 |
| 113 | 11352401 | 559002 | | | O/H OPERATING EXPENSE | 1,131,177 | (127,455) | 1,003,722 |
| 113 | 11352401 | 567201 | 21FOC | 2021 FIBER OPTIC CABLE | CAPITAL OUTLAY | 97,024 | (97,024) | - |
| 113 | 11352402 | 512001 | | | REGULAR SALARY | 317,076 | 16,000 | 333,076 |
| 113 | 11352402 | 514001 | | | REGULAR OVERTIME | 9,138 | (5,000) | 4,138 |
| 113 | 11352402 | 515008 | | | INCENTIVE PAY | 1,468 | (1,468) | - |
| 113 | 11352402 | 523003 | | | HEALTH SAVINGS ACCOUNT | - | 3,000 | 3,000 |
| 113 | 11352402 | 523008 | | | MET LIFE DENTAL | 2,796 | 200 | 2,996 |
| 113 | 11352402 | 523009 | | | MUTUAL OF OMAHA | 2,480 | 400 | 2,880 |
| 113 | 11352402 | 531099 | | | OTHER PROFESSIONAL SERVICE | 76,773 | (70,000) | 6,773 |
| 113 | 11352402 | 543001 | | | ELECTRIC AND WATER | 7,200 | (7,200) | - |
| 113 | 11352402 | 546350 | | | FLEET MAINTENANCE BILLINGS | 11,189 | (5,000) | 6,189 |
| 113 | 11352402 | 551005 | | | OFFICE SMALL MACHINE & EQUIP | 10,000 | (7,000) | 3,000 |
| 113 | 11352402 | 552099 | | | OTHER OPER SUPPLIES | - | 1,000 | 1,000 |
| 113 | 11352402 | 554004 | | | SEMINAR/CONF REGISTRATION | 10,000 | (5,000) | 5,000 |
| 113 | 11352402 | 554005 | | | EDUCATIONAL MATERIAL | 5,000 | (5,000) | - |
| | | | | | | **TOTAL EXPENDITURES** | (984,969) | |
| **TOTAL 114 TREE FUND** | | | | | | | | |
| 114 | 11430000 | 381001 | | | TRANSFER FROM GENERAL FUND | - | 120,304 | 120,304 |
| | | | | | | **TOTAL REVENUES** | 120,304 | |
| 114 | 11459100 | 599015 | | | UNASSIGNED FUND EQUITY | - | 120,304 | 120,304 |
| | | | | | | **TOTAL EXPENDITURES** | 120,304 | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 115 PARKING FUND** | | | | | | | | |
| 115 | 11530000 | 344501 | | | PARKING LOTS | 1,334,360 | (234,360) | 1,100,000 |
| 115 | 11530000 | 344502 | | | BOAT RAMP REVENUE | 318,867 | (58,867) | 260,000 |
| 115 | 11530000 | 389101 | | | APPROPRIATED FUND EQUITY | 3,873,311 | (212,632) | 3,660,679 |
| 115 | 11530000 | 381302 | | | TRANSFER FROM FUND 302 | - | 817,637 | 817,637 |
| 115 | 11530000 | 361101 | | | INTEREST EARNINGS | - | 70,000 | 70,000 |
| 115 | 11530000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 6,900 | 6,900 |
| | | | | | | **TOTAL REVENUES** | 388,678 | |
| 115 | 11554501 | 511001 | | | EXECUTIVE SALARY | - | 4,000 | 4,000 |
| 115 | 11554501 | 512001 | | | REGULAR SALARY | 367,794 | 9,000 | 376,794 |
| 115 | 11554501 | 514001 | | | REGULAR OVERTIME | 2,583 | 31,000 | 33,583 |
| 115 | 11554501 | 521001 | | | FICA | 29,124 | 2,100 | 31,224 |
| 115 | 11554501 | 524001 | | | WC | 20,006 | 4,100 | 24,106 |
| 115 | 11554501 | 545001 | | | LIABILITY INSURANCE | 16,463 | 19,000 | 35,463 |
| 115 | 11554501 | 545002 | | | AUTO AND PROPERTY INSURANCE | 4,280 | 500 | 4,780 |
| 115 | 11554501 | 546350 | | | FLEET MAINTENANCE BILLINGS | 13,427 | 20,000 | 33,427 |
| 115 | 11554501 | 546401 | | | REPAIR & MAINT-OTHER | 35,000 | (20,000) | 15,000 |
| 115 | 11554501 | 567717 | | | VEHICLES | - | 1,700 | 1,700 |
| 115 | 11554502 | 511001 | | | EXECUTIVE SALARY | - | 43,125 | 43,125 |
| 115 | 11554502 | 515001 | | | SICK/PERSONAL LEAVE | - | 1,659 | 1,659 |
| 115 | 11554502 | 521001 | | | FICA | - | 3,426 | 3,426 |
| 115 | 11554502 | 522003 | | | DC PLAN | - | 4,479 | 4,479 |
| 115 | 11554502 | 523002 | | | FL HEALTH | - | 4,309 | 4,309 |
| 115 | 11554502 | 523008 | | | DENTAL | - | 129 | 129 |
| 115 | 11554502 | 523009 | | | MUTUAL OF OMAHA | - | 601 | 601 |
| 115 | 11554502 | 524001 | | | WC | - | 57 | 57 |
| 115 | 11554502 | 552012 | | | COMPUTER HRDWR/SFTWR NEW | - | 5,000 | 5,000 |
| 115 | 11554502 | 540005 | | | TRAVEL | - | 5,000 | 5,000 |
| 115 | 11554502 | 541003 | | | MOBILE PHONE CHARGES | - | 1,000 | 1,000 |
| 115 | 11554502 | 549099 | | | OTHER CURR CHGS | - | 10,000 | 10,000 |
| 115 | 11554502 | 551001 | | | OFFICE SUPPLY | - | 1,000 | 1,000 |
| 115 | 11554502 | 552051 | | | SMALL MACHINE/EQUIPMENT | - | 3,000 | 3,000 |
| 115 | 11554502 | 554004 | | | SEMINAR/CONF REGISTRATION | - | 5,000 | 5,000 |
| 115 | 11554502 | 531099 | | | OTHER PROFESSIONAL SERVICE | - | 50,000 | 50,000 |
| 115 | 11558101 | 500302 | | | TRANSFER TO CAPITAL PROJECTS F | 4,113,965 | (4,113,965) | - |
| 115 | 11554501 | 567201 | 21PPI | 2021 PARKING INITIATIVE WITH COUNTY | CAPITAL OUTLAY | 250,000 | (250,000) | - |
| 115 | 11554501 | 553098 | | | OPERATING RESERVE | - | 4,543,458 | 4,543,458 |
| | | | | | | **TOTAL EXPENDITURES** | 388,678 | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 125 COMMUNITY REDEVELOPMENT AGENCY** | | | | | | | | |
| 125 | 12530000 | 319101 | | | TAX INCREMENT VOLUSIA COUNTY | 1,059,607 | (68,140) | 991,467 |
| 125 | 12530000 | 319102 | | | TAX INCREMENT CITY CONTRIBUTION | 2,361,201 | (849,219) | 1,511,982 |
| 125 | 12530000 | 361101 | | | INTEREST EARNINGS | - | 100,000 | 100,000 |
| 125 | 12530000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 11,000 | 11,000 |
| 125 | 12530000 | 389101 | | | APPROPRIATED FUND EQUITY | 639,192 | 5,357,238 | 5,996,430 |
| | | | | | | **TOTAL REVENUES** | 4,550,879 | |
| 125 | 12555201 | 583003 | | | INCENTIVES | 1,800,000 | (1,800,000) | - |
| 125 | 12555201 | 583006 | | | GRANTS AND AIDS | 2,060,000 | (2,060,000) | - |
| 125 | 12555201 | 531090 | | | APPRAISALS | 200,000 | (200,000) | - |
| 125 | 12555201 | 583006 | 25ARG | FY25 ADAPTIVE REUSE GRANT | OTHER GRANTS AND AIDS | - | 1,000,000 | 1,000,000 |
| 125 | 12555201 | 583006 | 25HHG | FY25 HISTORIC HOME GRANT | OTHER GRANTS AND AIDS | - | 200,000 | 200,000 |
| 125 | 12555201 | 583006 | 25HPG | FY25 HISTORIC PRESERVATION GRANT | OTHER GRANTS AND AIDS | - | 100,000 | 100,000 |
| 125 | 12555201 | 583006 | 25LSF | FY25 LARGE SCALE COMMERCIAL FACADE | OTHER GRANTS AND AIDS | - | 600,000 | 600,000 |
| 125 | 12555201 | 583006 | 25SCF | FY25 SMALL SCALE COMMERCIAL FACADE | OTHER GRANTS AND AIDS | - | 200,000 | 200,000 |
| 125 | 12555203 | 563203 | 25AIB | FY25 NSB AIRPORT BEAUTIFICATION | CAPITAL- INFRASTRUCTURE | - | 1,000,000 | 1,000,000 |
| 125 | 12555203 | 563203 | 25PII | FY25 PUBLIC INFRASTRUCTURE IMPROVE | CAPITAL- INFRASTRUCTURE | - | 800,000 | 800,000 |
| 125 | 12555203 | 563203 | 25PSS | PETTIS SHADE | CAPITAL- INFRASTRUCTURE | - | 100,000 | 100,000 |
| 125 | 12555203 | 563203 | 25RPL | FY25 ROCCO PARK LED RETROFIT | CAPITAL- INFRASTRUCTURE | - | 155,000 | 155,000 |
| 125 | 12555203 | 563203 | 25SC4 | FY25 LIGHTING SPORTS | CAPITAL- INFRASTRUCTURE | - | 2,358,500 | 2,358,500 |
| 125 | 12555203 | 563203 | 25SCP | FY25 SPORTS COMPLEX PLAYGROUND | CAPITAL- INFRASTRUCTURE | - | 500,000 | 500,000 |
| 125 | 12555203 | 563203 | 25SPL | FY25 SKATE PARK LIGHTING | CAPITAL- INFRASTRUCTURE | - | 106,822 | 106,822 |
| 125 | 12555203 | 531099 | 25SSR | FY25 SMITH STREET REMEDIATION | OTHER PROFESSIONAL SERVICE | - | 500,000 | 500,000 |
| 125 | 12555203 | 531099 | 25TBR | FY25 TURNBULL BAY ROAD REMEDIATION | OTHER PROFESSIONAL SERVICE | - | 139,000 | 139,000 |
| 125 | 12555203 | 563203 | | | CAPITAL- INFRASTRUCTURE | - | 25,144 | 25,144 |
| 125 | 12555203 | 563203 | 24TLP | FY24 MARY AVE TOT LOT | CAPITAL- INFRASTRUCTURE | - | 25,340 | 25,340 |
| 125 | 12555203 | 549099 | 25DRE | FY25 DREDGE RAILROAD TRUSSELL | OTHER CURR CHGS | - | 166,073 | 166,073 |
| 125 | 12555203 | 549099 | 25MCD | FY25 DREDGE MCDONALDS | OTHER CURR CHGS | - | 25,000 | 25,000 |
| 125 | 12555202 | 583006 | 25LOD | FY25 LIVE OAK HOUSING DEMOLITION | OTHER GRANTS AND AIDS | - | 150,000 | 150,000 |
| 125 | 12555202 | 583006 | 25NHG | FY25 NSB HOUSING GRANT | OTHER GRANTS AND AIDS | - | 460,000 | 460,000 |
| | | | | | | **TOTAL EXPENDITURES** | 4,550,879 | |
| **TOTAL 206 2021 DEBT** | | | | | | | | |
| 206 | 20630000 | 385101 | | | 2021 SERIES NOTE | 2,703,325 | (2,703,325) | - |
| 206 | 20630000 | 361101 | | | INTEREST EARNINGS | - | 75,000 | 75,000 |
| 206 | 20630000 | 361103 | | | INTEREST ON INVESTMENT | - | 5,500 | 5,500 |
| 206 | 20630000 | 381001 | | | TRANSFER FROM GENERAL FUND | 1,000,000 | (1,000,000) | - |
| 206 | 20630000 | 389101 | | | APPROPRIATED FUND EQUITY | - | 4,825,191 | 4,825,191 |
| | | | | | | **TOTAL REVENUES** | 1,202,366 | |
| 206 | 20658101 | 500302 | | | TRANSFER TO FUND 302 | 2,703,325 | (2,703,325) | - |
| 206 | 20658201 | 572001 | | | INTEREST | 1,000,000 | (450,000) | 550,000 |
| 206 | 20658201 | 571001 | | | PRINCIPAL | - | 4,355,691 | 4,355,691 |
| | | | | | | **TOTAL EXPENDITURES** | 1,202,366 | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 207 SRF SINKIN** | | | | | | | | |
| 207 | 20730000 | 381101 | | | TRANSFER FROM STORMWATER | 20,000 | (20,000) | - |
| | | | | | | **TOTAL REVENUES** | (20,000) | |
| 207 | 20758201 | 573003 | | | DEBT SERVICE SINKING | - | (20,000) | (20,000) |
| | | | | | | **TOTAL EXPENDITURES** | (20,000) | |
| **TOTAL 209 14/19 GOB** | | | | | | | | |
| 209 | 20930000 | 389101 | | | APPROPRIATED FUND EQUITY | 569,079 | 7,996 | 577,075 |
| | | | | | | **TOTAL REVENUES** | 7,996 | |
| 209 | 20958201 | 553098 | | | OPERATING CONTINGENCY | 304 | (304) | - |
| 209 | 20958201 | 573003 | | | DEBT SERVICE SINKING | 594,079 | 8,300 | 602,379 |
| | | | | | | **TOTAL EXPENDITURES** | 7,996 | |
| **TOTAL 210 2018 C/IMP** | | | | | | | | |
| 210 | 21030000 | 381302 | | | TRANSFER FROM CAPITAL PROJECTS | - | 31,421 | 31,421 |
| | | | | | | **TOTAL REVENUES** | 31,421 | |
| 210 | 21058201 | 573003 | | | DEBT SVC SINKING FUND | 19,137 | 31,421 | 50,558 |
| | | | | | | **TOTAL EXPENDITURES** | 31,421 | |
| **TOTAL 301 CPF TURNBULL** | | | | | | | | |
| 301 | 30130000 | 389101 | | | APPROPRIATED FUND EQUITY | 2,452,810 | (9,100) | 2,443,710 |
| 301 | 30130000 | 361101 | | | INTEREST EARNINGS | - | 50,000 | 50,000 |
| 301 | 30130000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 4,800 | 4,800 |
| | | | | | | **TOTAL REVENUES** | 45,700 | |
| 301 | 30151901 | 553098 | | | OPERATING RESERVE | 947,810 | 24,400 | 972,210 |
| 301 | 30151901 | 563203 | 22TOD | FY22 TURNBULLCREEK OBSERVATION DECK | CAPITAL- INFRASTRUCTURE | - | 12,000 | 12,000 |
| 301 | 30151901 | 567215 | 19TBP | 2019 TURBULL BAY PRESERVATION PROJE | LAND | 1,505,000 | 9,300 | 1,514,300 |
| | | | | | | **TOTAL EXPENDITURES** | 45,700 | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 302 CAPITAL PROJECTS** | | | | | | | | |
| 302 | 30230000 | 331511 | | | CDBG GRANT | 251,754 | (251,754) | - |
| 302 | 30230000 | 337704 | | | ECHO GRANT | 75,000 | (75,000) | - |
| 302 | 30230000 | 381001 | | | TRANSFER FROM GENERAL FUND | 2,538,357 | (2,538,357) | - |
| 302 | 30230000 | 381101 | | | TRANSFER FROM STORMWATER | 10,598,147 | (10,598,147) | - |
| 302 | 30230000 | 381115 | | | TRANSFER FROM PARKING FUND | 4,113,965 | (4,113,965) | - |
| 302 | 30230000 | 381206 | | | TRANSFERS FROM FUND 206 | 2,703,325 | (2,703,325) | - |
| 302 | 30230000 | 389101 | | | APPROPRIATED FUND EQUITY | 17,409,233 | (17,409,233) | - |
| 302 | 30230000 | 312402 | | | GAS TAX | 383,420 | (383,420) | - |
| 302 | 30230000 | 381105 | 23PBH | FY23 PD BOATHOUSE | POLICE IMPACT FEE TRANSFER IN | 250,000 | (250,000) | - |
| 302 | 30230000 | 389101 | 195SB | 2019 5TH STREET BRIDGE | APPROPRIATED FUND EQUITY | - | 700,782 | 700,782 |
| 302 | 30230000 | 331505 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | FIND GRANT | - | 55,500 | 55,500 |
| 302 | 30230000 | 331505 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | FIND GRANT | - | 560,000 | 560,000 |
| 302 | 30230000 | 389101 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | APPROPRIATED FUND EQUITY | - | 939,671 | 939,671 |
| 302 | 30230000 | 389101 | 20CBP | 2020 CORBIN PARK | APPROPRIATED FUND EQUITY | - | 163,290 | 163,290 |
| 302 | 30230000 | 389101 | 20EGV | 2020 TYLER TECH/ENERGOV UPGRADE | APPROPRIATED FUND EQUITY | - | 182,825 | 182,825 |
| 302 | 30230000 | 389101 | 20HIW | 2020 HISTORIC WESTSIDE STRMWTR IMPR | APPROPRIATED FUND EQUITY | - | 186,081 | 186,081 |
| 302 | 30230000 | 389101 | 21WTS | 2021 WASHINGTON STREET REDESIGN | APPROPRIATED FUND EQUITY | - | 600,000 | 600,000 |
| 302 | 30230000 | 389101 | 21WTS | 2021 WASHINGTON STREET REDESIGN | APPROPRIATED FUND EQUITY | - | 740,845 | 740,845 |
| 302 | 30230000 | 381001 | 22BAR | FY 22 BARRACUDA BLVD ROADWAY | GENERAL FUND TRANSFER IN | - | 319,841 | 319,841 |
| 302 | 30230000 | 389101 | 22BAR | FY 22 BARRACUDA BLVD ROADWAY | APPROPRIATED FUND EQUITY | | 246,183 | 246,183 |
| 302 | 30230000 | 331502 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | FEMA GRANT | - | 1,200,000 | 1,200,000 |
| 302 | 30230000 | 381001 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | GENERAL FUND TRANSFER IN | - | 119,436 | 119,436 |
| 302 | 30230000 | 389101 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | APPROPRIATED FUND EQUITY | - | 248,704 | 248,704 |
| 302 | 30230000 | 389101 | 22SSR | FY22 SMITH ST RELOCATION MAINTN OPS | APPROPRIATED FUND EQUITY | | 5,475 | 5,475 |
| 302 | 30230000 | 331505 | 23AOB | FY23 PHASE II AOB SITE | FIND GRANT | - | 91,500 | 91,500 |
| 302 | 30230000 | 331505 | 23AOB | FY23 PHASE II AOB SITE | FIND GRANT | - | 288,000 | 288,000 |
| 302 | 30230000 | 389101 | 23AOB | FY23 PHASE II AOB SITE | APPROPRIATED FUND EQUITY | - | 64,050 | 64,050 |
| 302 | 30230000 | 389101 | 23AOB | FY23 PHASE II AOB SITE | APPROPRIATED FUND EQUITY | - | 288,000 | 288,000 |
| 302 | 30230000 | 389101 | 23BBS | FY23 BROADBAND CYBER SECURITY | APPROPRIATED FUND EQUITY | - | 496,459 | 496,459 |
| 302 | 30230000 | 389101 | 23CSI | FY23 CANAL STREET IMPROVEMENTS | APPROPRIATED FUND EQUITY | - | 141,552 | 141,552 |
| 302 | 30230000 | 389101 | 23FAI | FY23 FLAGLER STREET IMPROVEMENTS | APPROPRIATED FUND EQUITY | - | 50,000 | 50,000 |
| 302 | 30230000 | 389101 | 23FAI | FY23 FLAGLER STREET IMPROVEMENTS | APPROPRIATED FUND EQUITY | - | 178,403 | 178,403 |
| 302 | 30230000 | 331505 | 23PBH | FY23 PD BOATHOUSE | FIND GRANT | - | 37,405 | 37,405 |
| 302 | 30230000 | 381105 | 23PBH | FY23 PD BOATHOUSE | POLICE IMPACT FEE TRANSFER IN | - | 37,405 | 37,405 |
| 302 | 30230000 | 366910 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | CONTRIBUTION FROM PB CLUB | - | 15,000 | 15,000 |
| 302 | 30230000 | 381001 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | GENERAL FUND TRANSFER IN | - | 75,000 | 75,000 |
| 302 | 30230000 | 381107 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | PARK IMPACT FEE TRANSFER IN | - | 614,166 | 614,166 |
| 302 | 30230000 | 389101 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | APPROPRIATED FUND EQUITY | - | 457,082 | 457,082 |
| 302 | 30230000 | 337704 | 23SKP | FY23 SKATE PARK EXPANSION | ECHO GRANT | - | 139,825 | 139,825 |
| 302 | 30230000 | 389101 | 23SKP | FY23 SKATE PARK EXPANSION | APPROPRIATED FUND EQUITY | - | 29,901 | 29,901 |
| 302 | 30230000 | 389101 | 23SKP | FY23 SKATE PARK EXPANSION | APPROPRIATED FUND EQUITY | - | 114,175 | 114,175 |
| 302 | 30230000 | 331301 | 23SPU | FY23 STRMWTR MASTER PLAN UPDATE | TRANSFORM 386 | - | 800,000 | 800,000 |
| 302 | 30230000 | 389101 | 23SPU | FY23 STRMWTR MASTER PLAN UPDATE | APPROPRIATED FUND EQUITY | - | 672,293 | 672,293 |
| 302 | 30230000 | 389101 | 24AGS | FY24 AQUA GOLF SEPTIC TO SEWER | APPROPRIATED FUND EQUITY | - | 255,659 | 255,659 |
| 302 | 30230000 | 331502 | 24BCP | FY24 BRANNON CENTER PIER | FEMA GRANT | - | 553,843 | 553,843 |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| 302 | 30230000 | 331505 | 24BCP | FY24 BRANNON CENTER PIER | FIND GRANT | - | 141,583 | 141,583 |
| 302 | 30230000 | 389101 | 24BCP | FY24 BRANNON CENTER PIER | APPROPRIATED FUND EQUITY | - | 231,664 | 231,664 |
| 302 | 30230000 | 337703 | 24D14 | FY24 DREDGING & CANAL IMPROVEMENTS | STORMWATER GRANT | - | 3,329,319 | 3,329,319 |
| 302 | 30230000 | 389101 | 24FLP | FY24 LIGHTS FLAGLER AVE | APPROPRIATED FUND EQUITY | - | 547,200 | 547,200 |
| 302 | 30230000 | 389101 | 24SOL | FY24 SOLAR PANELS | APPROPRIATED FUND EQUITY | - | 285,959 | 285,959 |
| 302 | 30230000 | 389101 | 24SWS | FY24 SIDEWALK/PAVEMENT STUDY | APPROPRIATED FUND EQUITY | - | 18,745 | 18,745 |
| 302 | 30230000 | 389101 | 24TCD | FY24 TURNBULL CREEK DREDGING | APPROPRIATED FUND EQUITY | - | 500,000 | 500,000 |
| 302 | 30230000 | 331511 | 24TLP | FY24 MARY AVE TOT LOT | CDBG GRANT | - | 129,672 | 129,672 |
| 302 | 30230000 | 381001 | 25BRP | FY25 BATHROOM DOORS | GENERAL FUND TRANSFER IN | - | 35,000 | 35,000 |
| 302 | 30230000 | 381001 | 25CCI | FY25 CORONADO CENTER IMPROVEMENT | GENERAL FUND TRANSFER IN | - | 300,000 | 300,000 |
| 302 | 30230000 | 331511 | 25MDP | FY25 PAVILLION PETTIS | CDBG GRANT | - | 122,082 | 122,082 |
| 302 | 30230000 | 389101 | ARPA | ARPA | APPROPRIATED FUND EQUITY | - | 1,200,000 | 1,200,000 |
| 302 | 30230000 | 381001 | 25PHU | FY25 PUMP HOUSE UPGRADE GOLF | GENERAL FUND TRANSFER IN | - | 300,000 | 300,000 |
| 302 | 30230000 | 389101 | ARPA | ARPA | APPROPRIATED FUND EQUITY | - | 531,707 | 531,707 |
| 302 | 30230000 | 381001 | 25PLG | FY25 27TH AVE PLAYRGROUND | GENERAL FUND TRANSFER IN | - | 500,000 | 500,000 |
| 302 | 30230000 | 331511 | 25PSS | FY25 PETTIS SHADE STRUCTURE | CDBG GRANT | - | 120,000 | 120,000 |
| 302 | 30230000 | 389101 | 25SSD | FY25 SHADE SAIL | APPROPRIATED FUND EQUITY | - | 158,285 | 158,285 |
| 302 | 30230000 | 381001 | 25SSF | FY25 FIRE STORAGE | GENERAL FUND TRANSFER IN | - | 25,000 | 25,000 |
| 302 | 30230000 | 381001 | 25TSS | FY25 TRAFFIC SIGNAL SR44/CORBIN | GENERAL FUND TRANSFER IN | - | 47,500 | 47,500 |
| 302 | 30230000 | 389101 | ARPA | ARPA | APPROPRIATED FUND EQUITY | - | 546,053 | 546,053 |
| 302 | 30230000 | 389101 | FN001 | FUND 001 | APPROPRIATED FUND EQUITY | - | 55,757 | 55,757 |
| 302 | 30230000 | 389101 | FN101 | FUND 101 | APPROPRIATED FUND EQUITY | - | 449,540 | 449,540 |
| 302 | 30230000 | 389101 | FN109 | FUND 109 | APPROPRIATED FUND EQUITY | - | 33,366 | 33,366 |
| 302 | 30230000 | 389101 | FN115 | FUND 115 | APPROPRIATED FUND EQUITY | - | 1,767,637 | 1,767,637 |
| 302 | 30230000 | 389101 | FN206 | FUND 206 | APPROPRIATED FUND EQUITY | - | 2,946,158 | 2,946,158 |
| 302 | 30230000 | 389101 | FN210 | FUND 210 | APPROPRIATED FUND EQUITY | - | 31,421 | 31,421 |
| 302 | 30230000 | 361101 | INT | INTEREST | INTEREST EARNINGS | - | 400,000 | 400,000 |
| 302 | 30230000 | 361103 | INT | INTEREST | INTEREST PROFIT ON INVESTMENTS | - | 42,000 | 42,000 |
| 302 | 30230000 | 312402 | RSURF | ROAD RESURFACING | GAS TAX | - | 383,420 | 383,420 |
| 302 | 30230000 | 381001 | RSURF | ROAD RESURFACING | GENERAL FUND TRANSFER IN | - | 816,580 | 816,580 |
| 302 | 30230000 | 389101 | RSURF | ROAD RESURFACING | APPROPRIATED FUND EQUITY | - | 164,744 | 164,744 |
| 302 | 30230000 | 389101 | RSURF | ROAD RESURFACING | APPROPRIATED FUND EQUITY | - | 471,079 | 471,079 |
| 302 | 30230000 | 389101 | RSURF | ROAD RESURFACING | APPROPRIATED FUND EQUITY | - | 674,272 | 674,272 |
| | | | | | | **TOTAL REVENUES** | (9,349,107) | |
| 302 | 30254101 | 567204 | 195SB | 2019 5TH STREET BRIDGE | MUNICIPAL CAPITAL PROJECTS | 1,848,709 | (1,147,927) | 700,782 |
| 302 | 30251901 | 567211 | 19OFW | 2019 OLD FORT WALL | BUILDINGS & IMPROVEMENTS | 171,879 | (171,879) | - |
| 302 | 30257202 | 567204 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | MUNICIPAL CAPITAL PROJECTS | 1,420,000 | (161) | 1,419,839 |
| 302 | 30257202 | 565010 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | CAPITAL CONTINGENCY | - | 135,332 | 135,332 |
| 302 | 30254101 | 567204 | 20CBP | 2020 CORBIN PARK | MUNICIPAL CAPITAL PROJECTS | 6,877,913 | (6,714,623) | 163,290 |
| 302 | 30251901 | 567703 | 20EGV | 2020 TYLER TECK | CAPITAL OUTLAY - COMPUTERS | 61,592 | 121,233 | 182,825 |
| 302 | 30254101 | 567204 | 20HIW | 2020 HISTORIC WESTSIDE STRMWTR IMPR | MUNICIPAL CAPITAL PROJECTS | 3,942,474 | (3,756,393) | 186,081 |
| 302 | 30254101 | 567204 | 21BBR | 2021 BARRACUDA BRIDGE REPLACEMENT | MUNICIPAL CAPITAL PROJECTS | 2,238,916 | (2,238,916) | - |
| 302 | 30251901 | 563203 | 21IFP | 2021 IMPROVE ON FLAGLER & PENINSULA | CAPITAL- INFRASTRUCTURE | 51,174 | (51,174) | - |
| 302 | 30257201 | 567201 | 21WTS | 2021 WASHINGTON STREET REDESIGN | CAPITAL OUTLAY | 4,912,371 | (4,171,526) | 740,845 |
| 302 | 30257201 | 531099 | 21WTS | 2021 WASHINGTON STREET REDESIGN | OTHER PROFESSIONAL SERVICE | - | 600,000 | 600,000 |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| 302 | 30254101 | 563203 | 22BAR | FY22 BARRACUDA BLVD ROADWAY | CAPITAL - INFRASTRUCTURE | 561,715 | 4,309 | 566,024 |
| 302 | 30257202 | 563203 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | CAPITAL- INFRASTRUCTURE | 1,234,450 | 333,690 | 1,568,140 |
| 302 | 30251901 | 562202 | 22SSR | FY22 SMITH ST RELOCATION MAINTN OPS | CAPITAL- BUILDINGS | 306,486 | (301,011) | 5,475 |
| 302 | 30257202 | 563203 | 23AOB | FY23 PHASE II AOB SITE | CAPITAL- INFRASTRUCTURE | 4,363,965 | (3,787,965) | 576,000 |
| 302 | 30257202 | 531099 | 23AOB | FY23 PHASE II AOB SITE | OTHER PROFESSIONAL SERVICES | - | 155,550 | 155,550 |
| 302 | 30251901 | 567703 | 23BBS | FY23 BROADBAND CYBER SECURITY | CAPITAL OUTLAY - COMPUTERS | 307,501 | 188,958 | 496,459 |
| 302 | 30251901 | 563203 | 23CSI | FY23 CANAL STREET IMPROVEMENTS | CAPITAL-INFRASTRUCTURE | - | 17,550 | 17,550 |
| 302 | 30251901 | 546201 | 23FAI | FY23 FLAGLER STREET IMPROVEMENTS | REPAIR & MAINTAINANCE | 69,571 | 48,732 | 118,303 |
| 302 | 30251901 | 563203 | 23FAI | FY23 FLAGLER STREET IMPROVEMENTS | CAPITAL- INFRASTRUCTURE | - | 67,100 | 67,100 |
| 302 | 30252101 | 531099 | 23PBH | FY23 PD BOATHOUSE | OTHER PROFESSIONAL SERVICE | - | 74,810 | 74,810 |
| 302 | 30257201 | 562202 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | CAPITAL - BUILDING | - | 115,500 | 115,500 |
| 302 | 30257201 | 563203 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | CAPITAL- INFRASTRUCTURE | 486,826 | 558,922 | 1,045,748 |
| 302 | 30257201 | 563203 | 23SKP | FY23 SKATE PARK EXPANSION | CAPITAL- INFRASTRUCTURE | 694 | 283,208 | 283,902 |
| 302 | 30254101 | 531099 | 23SPU | FY23 STRMWTR MASTER PLAN UPDATE | OTHER PROFESSIONAL SERVICE | 293,745 | 1,178,548 | 1,472,293 |
| 302 | 30253401 | 563203 | 24AGS | FY24 AQUA GOLF SEPTIC TO SEWER | CAPITAL- INFRASTRUCTURE | - | 255,659 | 255,659 |
| 302 | 30257202 | 565010 | 24BCP | FY24 BRANNON CENTER PIER | CAPITAL CONTINGENCY | - | 82,328 | 82,328 |
| 302 | 30257202 | 563203 | 24BCP | FY24 BRANNON CENTER PIER | CAPITAL- INFRASTRUCTURE | 497,000 | 347,762 | 844,762 |
| 302 | 30254101 | 563203 | 24D14 | FY24 DREDGING & CANAL IMPROVEMENTS | CAPITAL- INFRASTRUCTURE | 1,535,719 | 1,793,600 | 3,329,319 |
| 302 | 30251901 | 562202 | 24SOL | FY24 SOLAR PANELS | CAPITAL- BUILDINGS | 279,037 | 6,922 | 285,959 |
| 302 | 30254101 | 531099 | 24SWS | FY24 SIDEWALK/PAVEMENT STUDY | OTHER PROFESSIONAL SERVICE | - | 18,745 | 18,745 |
| 302 | 30254101 | 546401 | 24TCD | FY24 TURNBULL CREEK | REPAIR & MAINT - OTHER | - | 500,000 | 500,000 |
| 302 | 30257201 | 563203 | 24TLP | FY24 MARY AVE TOT LOT | CAPITAL- INFRASTRUCTURE | 178,572 | (48,900) | 129,672 |
| 302 | 30257202 | 563203 | 25PSS | FY25 PETTIS SHADE STRUCTURE | CAPITAL- INFRASTRUCTURE | - | 120,000 | 120,000 |
| 302 | 30257202 | 563203 | 25SSD | FY25 SHADE SAIL | CAPITAL- INFRASTRUCTURE | - | 158,285 | 158,285 |
| 302 | 30258101 | 500101 | ARPA | ARPA | TRANSFER TO STORMWATER | 1,777,760 | 500,000 | 2,277,760 |
| 302 | 30259100 | 599001 | FN001 | FUND 001 | GF UNASSIGNED FUND EQUITY | - | 55,757 | 55,757 |
| 302 | 30259100 | 599101 | FN101 | FUND 101 | SW UNASSIGNED FUND EQUITY | - | 449,540 | 449,540 |
| 302 | 30258101 | 500109 | FN109 | FUND 109 | TRANSFER TO ROAD IMPACT FEE FUND | - | 33,366 | 33,366 |
| 302 | 30258101 | 500115 | FN115 | FUND 115 | TRANSFER TO PARKING FUND | - | 817,637 | 817,637 |
| 302 | 30258101 | 500109 | FN115 | FUND 115 | TRANSFER TO ROAD IMPACT FEE FUND (FL | - | 950,000 | 950,000 |
| 302 | 30251901 | 571001 | FN206 | FUND 206 | PRINCIPAL PAYMENTS | - | 2,946,158 | 2,946,158 |
| 302 | 30258101 | 500210 | FN210 | FUND 210 | TRANSFER TO FUND 210 | - | 31,421 | 31,421 |
| 302 | 30259100 | 599020 | INT | INTEREST | INT UNASSIGNED FUND EQUITY | - | 442,000 | 442,000 |
| 302 | 30251901 | 546431 | RSURF | ROAD RESURFACING | R&M- STREET RESURFACING | 2,361,350 | 148,745 | 2,510,095 |
| 302 | 30258101 | 500001 | | | TRANSFER TO GENERAL FUND | 500,000 | (500,000) | - |
| | | | | | | **TOTAL EXPENDITURES** | (9,349,107) | |
| **TOTAL 303 GOB CAPITAL PROJECTS** | | | | | | | | |
| 303 | 30330000 | 389101 | | | APPROPRIATED FUND EQUITY | 875,291 | (171,632) | 703,659 |
| 303 | 30330000 | 361101 | | | INTEREST EARNINGS | - | 28,000 | 28,000 |
| 303 | 30330000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 1,400 | 1,400 |
| | | | | | | **TOTAL REVENUES** | (142,232) | |
| 303 | 30351901 | 553098 | | | OPERATING CONTINGENCY | 703,659 | (142,232) | 561,427 |
| | | | | | | **TOTAL EXPENDITURES** | (142,232) | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 405 SANITATION FUND** | | | | | | | | |
| 405 | 40530000 | 361101 | | | INTEREST EARNINGS | - | 75,000 | 75,000 |
| 405 | 40530000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 3,300 | 3,300 |
| 405 | 40530000 | 389101 | | | APPROPRIATED FUND EQUITY | 35,532 | 2,516,219 | 2,551,751 |
| | | | | | | **TOTAL REVENUES** | 2,594,519 | |
| 405 | 40553401 | 599010 | | | REQUIRED FUND EQUITY | - | 2,036,194 | 2,036,194 |
| 405 | 40553401 | 553098 | | | OPERATING CONTINGENCY | - | 558,325 | 558,325 |
| | | | | | | **TOTAL EXPENDITURES** | 2,594,519 | |
| **TOTAL 408 CITY MARINA** | | | | | | | | |
| 408 | 40830000 | 389101 | | | APPROPRIATED FUND EQUITY | 365,727 | (15,627) | 350,100 |
| | | | | | | **TOTAL REVENUES** | (15,627) | |
| 408 | 40857503 | 512001 | | | REGULAR SALARY | 149,340 | (15,000) | 134,340 |
| 408 | 40857503 | 521001 | | | FICA | 44,990 | (34,000) | 10,990 |
| 408 | 40857503 | 523009 | | | MUTUAL OF OMAHA | 570 | 100 | 670 |
| 408 | 40857503 | 524001 | | | WC | 6,318 | 1,300 | 7,618 |
| 408 | 40857503 | 544001 | | | ANNUAL EQUIPMENT LEASE | 18,500 | (3,000) | 15,500 |
| 408 | 40857503 | 545001 | | | LIABILITY INSURANCE | 7,566 | (2,900) | 4,666 |
| 408 | 40857503 | 546201 | | | REPAIR & MAINTENANCE | 24,000 | (128) | 23,872 |
| 408 | 40857503 | 549099 | | | OTHER CURR CHGS | 12,000 | (5,000) | 7,000 |
| 408 | 40857503 | 559002 | | | O/H OPERATING EXPENSE | 98,999 | (98,999) | - |
| 408 | 40857503 | 563203 | 22MDR | FY22 DOCK REPAIRS AT THE MARINA | CAPITAL- INFRASTRUCTURE | 308,609 | 142,000 | 450,609 |
| | | | | | | **TOTAL EXPENDITURES** | (15,627) | |
| **TOTAL 501 FLEET** | | | | | | | | |
| 501 | 50130000 | 361101 | | | INTEREST EARNINGS | - | 9,000 | 9,000 |
| 501 | 50130000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 1,500 | 1,500 |
| 501 | 50130000 | 389101 | | | APPROPRIATED FUND EQUITY | 83,869 | 656,000 | 739,869 |
| | | | | | | **TOTAL REVENUES** | 666,500 | |
| 501 | 50159102 | 564204 | 23FT1 | FY23 FUEL TANK REPLACEMENT | CAPITAL- MACHINERY & EQUIPMENT | 62,644 | 750,000 | 812,644 |
| 501 | 50159102 | 564717 | | | CAPITAL - VEHICLES | 10,000 | (10,000) | - |
| 501 | 50159102 | 559002 | | | O/H OPERATING EXPENSE | 131,999 | (73,500) | 58,499 |
| | | | | | | **TOTAL EXPENDITURES** | 666,500 | |

**RES 08-25 July 22, 2025**

**RESOLUTION NO. 08-25**

**A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 TO REVISE REVENUES, OPERATING EXPENDITURES, TRANSFERS, AND CAPITAL EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** Resolution No. 70-24, which adopted the budget for the City of New Smyrna Beach for the Fiscal Year 2024-2025, and was amended by Resolution No. 73-24, 75-24, 76-24, 77-24, 80-24, 81-24, 82-24, 84-24, and 02-25 is hereby further amended in order to provide for adjustments in revenues and expenditures.

**SECTION 2.** That portion of Section 1 of Resolution No. 02-25 reflecting estimated revenues, operating expenditures, transfers, and capital expenditures is hereby amended by increasing or decreasing certain funds identified.

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

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

**APPROVED AS TO FORM AND CORRECTNESS:**

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

**Dated: July 15, 2025**

# Exhibit "A"

## ADOPTED BUDGET FISCAL YEAR 2024 - 2025

| FUND | ADOPTED BUDGET RES 70-24 | RES 73-24 | RES 75-24 | RES 76-24 | RES 77-24 | RES 80-24 | RES 81-24 | RES 82-24 | RES 84-24 | RES 02-25 | RES 08-25 | TOTAL AMENDED BUDGET |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 001 - GENERAL FUND | $ 53,218,479 | | $ 5,000,000 | $ 12,504 | | $ 103,958 | $ 21,756 | | $ 2,216,662 | $ 635,100 | $ 15,944,204 | $ 77,152,663 |
| 003 - BRANNON CENTER / LIVE OAK | $ 642,427 | | | | | | | | | $ 12,000 | $ 229,249 | $ 883,676 |
| 004 - GOLF COURSE | $ 2,356,123 | | | | | | | | | | | $ 2,356,123 |
| 101 - STORMWATER | $ 14,298,572 | | | | | | | | $ 4,575,004 | $ 1,984,162 | $ (580,656) | $ 20,277,082 |
| 103 - SPECIAL LAW ENFORCEMENT TRUST | $ - | | | | | | | | | $ 221,541 | | $ 221,541 |
| 104 - AIRPORT / INDUSTRIAL PARK | $ 11,719,928 | | | $ 10,803 | | | | | $ 1,019,035 | | $ 1,156,432 | $ 13,906,198 |
| 105 - POLICE IMPACT FEE | $ 450,000 | | | | | | | | $ 72,391 | $ 982,067 | $ 257,899 | $ 1,762,357 |
| 106 - FIRE IMPACT FEE | $ 480,000 | | | | | | | $ 100,106 | $ 465,704 | $ 606,179 | $ 242,200 | $ 1,894,189 |
| 107 - RECREATION IMPACT FEE | $ - | | | | | | | | | $ 1,896,616 | $ 529,709 | $ 2,426,325 |
| 109 - TRANSPORTATION CAPITAL PROJECTS | $ - | | | | | | | | $ 80,000 | $ 4,546,018 | $ 1,592,413 | $ 6,218,431 |
| 113 - BUILDING & INSPECTIONS | $ 5,291,344 | | | | | | | | $ 97,024 | | $ (984,969) | $ 4,403,399 |
| 114 - TREE FUND | $ - | | | | | | | | | | $ 120,304 | $ 120,304 |
| 115 - PARKING FUND | $ 5,274,523 | | | | | | | | $ 252,015 | | $ 388,678 | $ 5,915,216 |
| 125 - COMMUNITY REDEVELOPMENT | $ 4,060,000 | | | | | | | | | | $ 4,550,879 | $ 8,610,879 |
| 130 - ARPA FUND | $ - | | | | | | | | | $ 832,972 | | $ 832,972 |
| 204 - DEBT SERVICE FUND | $ 560,872 | | | | | | | | | $ 7,453 | | $ 568,325 |
| 205 - SRF LOAN DEBT SERVICE RESERVE | $ - | | | | | | | | | $ 103,341 | | $ 103,341 |
| 206 - DEBT SERVICE FUND (2021 NOTE) | $ 3,703,325 | | | | | | | | | | $ 1,202,366 | $ 4,905,691 |
| 207 - SRF DEBT SERVICE SINKING FUND | $ 20,000 | | | | | | | | | $ 139,380 | $ (20,000) | $ 139,380 |
| 208 - DEBT SERVICE 2005 REV REFUND | $ 470,555 | | | | | | | | | $ 26,252 | | $ 496,807 |
| 209 - DEBT SERVICE GO BOND 2005 | $ 610,137 | | | | | | | | | $ 594,079 | $ 7,996 | $ 1,212,212 |
| 210 - 2013 CAPITAL IMPROVEMENT NOTE | $ 652,596 | | | | | | | | | $ 19,137 | $ 31,421 | $ 703,154 |
| 211 - CAPITAL NOTE ISLESBORO | $ - | | | | | | | | | | | $ - |
| 301 - CAPITAL PROJECTS - TURNBULL CREEK | $ - | | | | | | | | | $ 2,452,810 | $ 45,700 | $ 2,498,510 |
| 302 - CAPITAL PROJECTS FUND | $ 20,736,796 | | | | | $ 47,500 | | | $ 16,377,555 | $ 1,161,350 | $ (9,349,107) | $ 28,974,094 |
| 303 - GOB CAPITAL PROJECTS FUND | $ - | | | | | | | | $ 171,632 | $ 703,659 | $ (142,232) | $ 733,059 |
| 405 - SANITATION | $ 10,180,968 | | | | | | | | | | $ 2,594,519 | $ 12,775,487 |
| 408 - CITY MARINA | $ 437,118 | $ 295,091 | | | $ 13,518 | | | | | | $ (15,627) | $ 730,100 |
| 501 - GARAGE | $ 1,753,297 | | | | | | | | $ 83,869 | | $ 666,500 | $ 2,503,666 |
| **TOTAL ALL FUNDS** | **$ 136,917,060** | **$ 295,091** | **$ 5,000,000** | **$ 23,307** | **$ 13,518** | **$ 151,458** | **$ 21,756** | **$ 100,106** | **$ 25,410,891** | **$ 16,924,116** | **$ 18,467,878** | **$ 203,325,181** |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 001 GENERAL FUND** | | | | | | | | |
| 001 | 00130000 | 381302 | | | TRANSFER FROM FUND 302 | 500,000 | (500,000) | - |
| 001 | 00130000 | 331201 | 25PD6 | FY25 PD DRONES | FDLE GRANT | - | 99,996 | 99,996 |
| 001 | 00130000 | 349201 | | | MISCELLANEOUS REVENUES/OTHER | 130,006 | 10,000 | 140,006 |
| 001 | 00130000 | 366909 | 25TCP | FY25 TEEN CADET PROGRAM | DONATIONS TO POLICE DEPARTMENT | - | 10,000 | 10,000 |
| 001 | 00130000 | 384001 | | | LOAN PROCEEDS | - | 136,625 | 136,625 |
| 001 | 00130000 | 342105 | | | POLICE SPECIAL PATROL | 25,815 | 117,689 | 143,504 |
| 001 | 00130000 | 381101 | | | TRANSFER FROM STORMWATER | - | 4,879,680 | 4,879,680 |
| 001 | 00130000 | 389101 | | | APPROPRIATED FUND EQUITY | 7,666,880 | 11,190,214 | 18,857,094 |
| | | | | | | **TOTAL REVENUES** | 15,944,204 | |
| 001 | 00151201 | 521001 | | | FICA | 64,519 | 2,854 | 67,373 |
| 001 | 00151201 | 522003 | | | DC PLAN | 83,425 | 8,952 | 92,377 |
| 001 | 00151201 | 511001 | | | EXECUTIVE SALARY | 195,700 | 37,300 | 233,000 |
| 001 | 00151401 | 521001 | | | FICA | 37,273 | 2,303 | 39,576 |
| 001 | 00151401 | 511004 | | | AUTO ALLOWANCE | 5,200 | 3,800 | 9,000 |
| 001 | 00151401 | 511001 | | | EXECUTIVE SALARY | 189,902 | 30,099 | 220,001 |
| 001 | 00151901 | 567211 | 25CLR | CONNOR LIBRARY RENNOVATIONS | BUILDING & IMPROVEMENTS | 40,000 | 20,000 | 60,000 |
| 001 | 00151201 | 531099 | | | OTHER PROFESSIONAL SERVICE | 29,927 | 10,000 | 39,927 |
| 001 | 00159100 | 599025 | | | FLEET REPLACEMENT EQUITY | - | 700,000 | 700,000 |
| 001 | 00159100 | 599010 | | | REQUIRED FUND EQUITY | - | 12,604,431 | 12,604,431 |
| 001 | 00159100 | 599015 | | | UNASSIGNED FUND EQUITY | - | 2,576,190 | 2,576,190 |
| 001 | 00152101 | 552036 | | | AMMUNITION/FIREARMS | 83,472 | 55,006 | 138,478 |
| 001 | 00151303 | 531099 | | | OTHER PROFESSIONAL SERVICE | 95,000 | 35,500 | 130,500 |
| 001 | 00152101 | 512001 | | | REGULAR SALARY | 5,226,178 | (38,400) | 5,187,778 |
| 001 | 00152101 | 522003 | | | DC PLAN | 147,740 | (4,000) | 143,740 |
| 001 | 00152101 | 521001 | | | FICA | 518,530 | (3,100) | 515,430 |
| 001 | 00151201 | 511004 | | | CAR ALLOWANCE | 9,000 | 960 | 9,960 |
| 001 | 00151201 | 521001 | | | FICA | 59,919 | 4,600 | 64,519 |
| 001 | 00151201 | 522003 | | | DC PLAN | 77,425 | 6,000 | 83,425 |
| 001 | 00151201 | 512001 | | | REGULAR SALARY | 547,267 | 57,900 | 605,167 |
| 001 | 00152101 | 552208 | 25TCP | FY25 TEEN CADET PROGRAM | YOUTH PROGRAM | - | 10,000 | 10,000 |
| 001 | 00151901 | 564204 | 25PD6 | FY25 PD DRONES | CAPITAL- MACHINERY & EQUIPMENT | - | 99,996 | 99,996 |
| 001 | 00151902 | 549099 | | | OTHER CURRENT CHARGES | 1,600 | 51,089 | 52,689 |
| 001 | 00152101 | 564717 | | | CAPTIAL VEHICLES | - | 136,625 | 136,625 |
| 001 | 00159101 | 531099 | | | OTHER PROFESSIONAL SERVICE | - | 8,745 | 8,745 |
| 001 | 00158101 | 500206 | | | TRANSFER TO DEBT 206 | 1,000,000 | (1,000,000) | - |
| 001 | 00158101 | 500113 | | | TRANSFER TO BUILDING FUND | - | 380,050 | 380,050 |
| 001 | 00158101 | 500114 | | | TRANSFER TO TREE FUND | - | 120,304 | 120,304 |
| 001 | 00151101 | 531099 | | | OTHER PROFESSIONAL SERVICE | 41,000 | 27,000 | 68,000 |
| | | | | | | **TOTAL EXPENDITURES** | 15,944,204 | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 003 BRANNON CENTER / LIVE OAK** | | | | | | | | |
| 003 | 00330000 | 389101 | | | APPROPRIATED FUND EQUITY | - | 229,249 | 229,249 |
| | | | | | | **TOTAL REVENUES** | 229,249 | |
| 003 | 00357207 | 553098 | | | OPERATING CONTINGENCY | - | 108,537 | 108,537 |
| 003 | 00357207 | 564204 | 25BC2 | FY25 BRANNON CENTER AC REPLCMT | CAPITAL - MACHINERY & EQUIPMENT | - | 40,867 | 40,867 |
| 003 | 00357207 | 564204 | 25BC1 | FY25 BRANNON CENTER AC REPLCMT | CAPITAL - MACHINERY & EQUIPMENT | - | 79,845 | 79,845 |
| | | | | | | **TOTAL EXPENDITURES** | 229,249 | |
| **TOTAL 101 STORMWATER** | | | | | | | | |
| 101 | 10130000 | 331502 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | FEMA GRANT | - | 3,576 | 3,576 |
| 101 | 10130000 | 331502 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | FEMA GRANT | - | 64,875 | 64,875 |
| 101 | 10130000 | 331502 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | FEMA GRANT | - | 1,164,293 | 1,164,293 |
| 101 | 10130000 | 366915 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | HOMEOWNER CONTRIBUTION | - | 27,610 | 27,610 |
| 101 | 10130000 | 366915 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | HOMEOWNER CONTRIBUTION | - | 44,571 | 44,571 |
| 101 | 10130000 | 366915 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | HOMEOWNER CONTRIBUTION | - | 417,332 | 417,332 |
| 101 | 10130000 | 389101 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | APPROPRIATED FUND EQUITY | - | 6,106 | 6,106 |
| 101 | 10130000 | 389101 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | APPROPRIATED FUND EQUITY | - | 12,128 | 12,128 |
| 101 | 10130000 | 389101 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | APPROPRIATED FUND EQUITY | - | 164,457 | 164,457 |
| 101 | 10130000 | 389101 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | APPROPRIATED FUND EQUITY | - | 4,879,680 | 4,879,680 |
| 101 | 10130000 | 331301 | 23NAD | FY23 NORTH ATLANTIC DRAINAGE | FEDERAL GRANT | - | 837,500 | 837,500 |
| 101 | 10130000 | 334410 | 23NAD | FY23 NORTH ATLANTIC DRAINAGE | FDEP GRANT | - | 837,500 | 837,500 |
| 101 | 10130000 | 389101 | 23NAD | FY23 NORTH ATLANTIC DRAINAGE | APPROPRIATED FUND EQUITY | - | 500,000 | 500,000 |
| 101 | 10130000 | 331390 | 24TCS | FY24 TURNBULL SOUTH DREDGING | FEDERAL GRANT- OTHER PHYSICAL | - | 1,351,429 | 1,351,429 |
| 101 | 10130000 | 389101 | 24TCS | FY24 TURNBULL SOUTH DREDGING | APPROPRIATED FUND EQUITY | - | 407,057 | 407,057 |
| 101 | 10130000 | 381302 | 25P&G | FY25 PUMPS & GENERATOR ARPA | TRANSFER FROM CAPITAL PROJECTS | - | 1,200,000 | 1,200,000 |
| 101 | 10130000 | 381130 | 25PIP | FY25 PIPELINING ARPA | TRANSFER FROM ARPA | - | 206,402 | 206,402 |
| 101 | 10130000 | 381302 | 25PIP | FY25 PIPELINING ARPA | TRANSFER FROM CAPITAL PROJECTS | - | 531,707 | 531,707 |
| 101 | 10130000 | 334410 | 25VUL | VULNERABILITY ASSESSEMENT | FDEP GRANT | - | 304,094 | 304,094 |
| 101 | 10130000 | 329104 | | | STORMWATER UTILITY FEE | 2,999,999 | (110,000) | 2,889,999 |
| 101 | 10130000 | 331301 | | | FEDERAL GRANT | 837,500 | (837,500) | - |
| 101 | 10130000 | 361101 | | | INTEREST EARNINGS | - | 200,000 | 200,000 |
| 101 | 10130000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 20,000 | 20,000 |
| 101 | 10130000 | 381130 | | | TRANSFER FROM ARPA | 206,402 | (206,402) | - |
| 101 | 10130000 | 381302 | | | TRANSFER FROM CAPITAL PROJECTS | 1,777,760 | (1,231,707) | 546,053 |
| 101 | 10130000 | 389101 | | | APPROPRIATED FUND EQUITY | 15,036,076 | (15,036,076) | - |
| 101 | 10130000 | 389101 | 24HID | FY24 HAZARD MITIGATION H. IDALIA | APPROPRIATED FUND EQUITY | - | 14,771 | 14,771 |
| 101 | 10130000 | 389101 | 24HMN | FY24 HAZARD MITIGATION NICOLE | APPROPRIATED FUND EQUITY | - | 38,573 | 38,573 |
| 101 | 10130000 | 389101 | 24HMP | FY24 HMGP HURRICANE IAN | APPROPRIATED FUND EQUITY | - | 12,576 | 12,576 |
| 101 | 10130000 | 389101 | | | APPROPRIATED FUND EQUITY | - | 733,163 | 733,163 |
| 101 | 10130000 | 389101 | | | APPROPRIATED FUND EQUITY | - | 2,861,629 | 2,861,629 |
| | | | | | | **TOTAL REVENUES** | (580,656) | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| 101 | 10154101 | 553098 | | | OPERATING CONTINGENCY | 372,729 | 20,000 | 392,729 |
| 101 | 10158101 | 500302 | 20HIW | HISTORIC WESTSIDE STORMWATER PROJ | TRANSFER TO CAPITAL PROJECTS F | 10,598,147 | (10,598,147) | - |
| 101 | 10154101 | 567201 | 21HDR | FY21 DEMO & REBUILD HMGP | CAPITAL OUTLAY | 1,900,000 | (1,900,000) | - |
| 101 | 10158101 | 500001 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | TRANSFER TO GENERAL FUND | - | 4,879,680 | 4,879,680 |
| 101 | 10154101 | 567201 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | CAPITAL OUTLAY | 286,086 | (286,086) | - |
| 101 | 10154101 | 583005 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | HMP HOMEOWNER EXPENSE | - | 43,314 | 43,314 |
| 101 | 10154101 | 583005 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | HMP HOMEOWNER EXPENSE | - | 1,746,082 | 1,746,082 |
| 101 | 10154101 | 583005 | 21HMP | 2021 STORMWATER HAZARD MITIGATION | HMP HOMEOWNER EXPENSE | - | 115,552 | 115,552 |
| 101 | 10154101 | 567201 | 24HID | FY24 HAZARD MITIGATION H. IDALIA | CAPITAL OUTLAY | 20,236 | (5,465) | 14,771 |
| 101 | 10154101 | 567201 | 24HMN | FY24 HAZARD MITIGATION NICOLE | CAPITAL OUTLAY | 10,140 | 28,433 | 38,573 |
| 101 | 10154101 | 567201 | 24HMP | FY24 HMGP HURRICANE IAN | CAPITAL OUTLAY | 90,380 | (77,804) | 12,576 |
| 101 | 10154101 | 563203 | 24TCS | FY24 TURNBULL SOUTH DREDGING | CAPITAL- INFRASTRUCTURE | - | 1,758,486 | 1,758,486 |
| 101 | 10154101 | 534099 | 25VUL | VULNERABILITY ASSESSEMENT | OTHER CONTRACTUAL | - | 304,094 | 304,094 |
| 101 | 10158101 | 500207 | | | TSF TO 207 DEBT SERVICE | 20,000 | (20,000) | - |
| 101 | 10154101 | 512001 | | | REGULAR SALARY | 67,994 | 10,000 | 77,994 |
| 101 | 10154101 | 515001 | | | SICK INC./PERSONAL LEAVE | 1,000 | (1,000) | - |
| 101 | 10154101 | 521001 | | | FICA | 5,428 | 500 | 5,928 |
| 101 | 10154101 | 522003 | | | DC PLAN | 7,095 | 500 | 7,595 |
| 101 | 10154101 | 523004 | | | BCBS INSURANCE | 15,148 | 1,600 | 16,748 |
| 101 | 10154101 | 523008 | | | MET LIFE DENTAL | 360 | 100 | 460 |
| 101 | 10154101 | 523009 | | | MUTUAL OF OMAHA | 532 | 100 | 632 |
| 101 | 10154101 | 524001 | | | WC | 2,106 | 633 | 2,739 |
| 101 | 10154101 | 545001 | | | LIABILITY INSURANCE | 53,189 | 42,000 | 95,189 |
| 101 | 10154101 | 546350 | | | FLEET MAINTENANCE BILLINGS | 71,612 | (19,000) | 52,612 |
| 101 | 10154101 | 546430 | | | STREET MAINTENANCE-PIPE LINING | 341,891 | 500,000 | 841,891 |
| 101 | 10154101 | 552001 | | | GAS/OIL | 58,333 | (34,000) | 24,333 |
| 101 | 10154101 | 553098 | | | OPERATING CONTINGENCY | 984,162 | 2,397,687 | 3,381,849 |
| 101 | 10154101 | 559010 | | | REQUIRED FUND EQUITY | - | 512,085 | 512,085 |
| | | | | | | **TOTAL EXPENDITURES** | (580,656) | |
| **TOTAL 104 AIRPORT** | | | | | | | | |
| 104 | 10430000 | 389101 | | | APPROPRIATED FUND EQUITY | 342,035 | 806,192 | 1,148,227 |
| 104 | 10430000 | 389101 | 25ATE | FY25 AIR TRAFFIC EQUIPMENT UPGRADE | APPROPRIATED FUND EQUITY | - | 12,500 | 12,500 |
| 104 | 10430000 | 389101 | 25ACR | FY25 AIRWAY CIRCLE REHAB | APPROPRIATED FUND EQUITY | - | 234,640 | 234,640 |
| 104 | 10430000 | 334407 | 25ATE | FY25 AIR TRAFFIC EQUIPMENT UPGRADE | FDOT CAPITAL PROJECT FUNDING | - | 50,000 | 50,000 |
| 104 | 10430000 | 361101 | | | INTEREST | - | 50,000 | 50,000 |
| 104 | 10430000 | 361103 | | | INTEREST ON INVESTMENTS | - | 3,100 | 3,100 |
| | | | | | | **TOTAL REVENUES** | 1,156,432 | |
| 104 | 10454201 | 564204 | 25ATE | FY25 AIR TRAFFIC EQUIPMENT UPGRADE | CAPTIAL MACHINERY & EQUIPMENT | - | 62,500 | 62,500 |
| 104 | 10454201 | 531099 | 25ACR | FY25 AIRWAY CIRCLE REHAB | OTHER PROFESSIONAL SERVICES | - | 26,960 | 26,960 |
| 104 | 10454201 | 562202 | 25ACR | FY25 AIRWAY CIRCLE REHAB | CAPITAL BUILDINGS | - | 207,680 | 207,680 |
| 104 | 10454201 | 599010 | | | REQUIRED FUND EQUITY | - | 554,989 | 554,989 |
| 104 | 10454201 | 553098 | | | OPERATING CONTINGENCY | 60,686 | 304,303 | 364,989 |
| | | | | | | **TOTAL EXPENDITURES** | 1,156,432 | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 105 POLICE IMPACT FEES** | | | | | | | | |
| 105 | 10530000 | 361101 | | | INTEREST EARNINGS | - | 30,000 | 30,000 |
| 105 | 10530000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 2,900 | 2,900 |
| 105 | 10530000 | 363201 | | | IMPACT FEES-LAW ENFORCEMENT | - | 150,000 | 150,000 |
| 105 | 10530000 | 389101 | | | APPROPRIATED FUND EQUITY | 1,504,458 | 74,999 | 1,579,457 |
| | | | | | | **TOTAL REVENUES** | 257,899 | |
| 105 | 10552101 | 553098 | | | OPERATING CONTINGENCY | 952,068 | 109,189 | 1,061,257 |
| 105 | 10552101 | 564717 | 24PD2 | FY24 5 INTERCEPTORS | CAPITAL- VEHICLES | 24,695 | 300,305 | 325,000 |
| 105 | 10558101 | 500302 | | | TRANSFER TO CAPITAL PROJECTS F | 250,000 | (212,595) | 37,405 |
| 105 | 10552101 | 564717 | 24PD3 | FY24 VEHICLE PD SSO | CAPITAL- VEHICLES | - | 61,000 | 61,000 |
| | | | | | | **TOTAL EXPENDITURES** | 257,899 | |
| **TOTAL 106 FIRE IMPACT FEE** | | | | | | | | |
| 106 | 10630000 | 361101 | | | INTEREST EARNINGS | - | 45,000 | 45,000 |
| 106 | 10630000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 3,200 | 3,200 |
| 106 | 10630000 | 363202 | | | IMPACT FEES | - | 194,000 | 194,000 |
| | | | | | | **TOTAL REVENUES** | 242,200 | |
| 106 | 10652201 | 553098 | | | OPERATING CONTINGENCY | 575,179 | 155,310 | 730,489 |
| 106 | 10652201 | 562203 | 25FDR | FY24 FS#52 DORM REMODELING | BUILDING IMPROVEMENTS | - | 85,890 | 85,890 |
| 106 | 10652201 | 564717 | 25FDA | FY25 AMBULANCE FD | CAPITAL- VEHICLES | 480,000 | 1,000 | 481,000 |
| | | | | | | **TOTAL EXPENDITURES** | 242,200 | |
| **TOTAL 107 REC IMPACT FEE** | | | | | | | | |
| 107 | 10730000 | 363203 | | | RECOUPMENT FEES-PARKS AND RECR | - | 488,000 | 488,000 |
| 107 | 10730000 | 361101 | | | INTEREST EARNINGS | - | 38,000 | 38,000 |
| 107 | 10730000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 3,709 | 3,709 |
| | | | | | | **TOTAL REVENUES** | 529,709 | |
| 107 | 10757201 | 553098 | | | OPERATING CONTINGENCY | 1,864,616 | (84,457) | 1,780,159 |
| 107 | 10758101 | 500302 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | TRANSFER TO FUND 302 | - | 614,166 | 614,166 |
| | | | | | | **TOTAL EXPENDITURES** | 529,709 | |
| **TOTAL 109 TRANSPORTATION IMPACT FEE** | | | | | | | | |
| 109 | 10930000 | 363202 | | | IMPACT FEES | - | 500,000 | 500,000 |
| 109 | 10930000 | 381302 | | | TRANSFER FROM CAPTIAL PROJECTS | - | 983,366 | 983,366 |
| 109 | 10930000 | 361101 | | | INTEREST EARNINGS | - | 100,000 | 100,000 |
| 109 | 10930000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 9,047 | 9,047 |
| | | | | | | **TOTAL REVENUES** | 1,592,413 | |
| 109 | 10954102 | 531099 | | | OTHER PROFESSIONAL SERVICE | - | 10,300 | 10,300 |
| 109 | 10954102 | 553098 | | | OPERATING CONTINGENCY | 4,546,018 | 1,582,113 | 6,128,131 |
| | | | | | | **TOTAL EXPENDITURES** | 1,592,413 | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 113 B&I** | | | | | | | | |
| 113 | 11330000 | 322101 | | | BUILDING PERMITS-PLAN REVIEWS | - | 1,200,000 | 1,200,000 |
| 113 | 11330000 | 381001 | | | TRANSFER FROM GENERAL FUND | - | 336,944 | 336,944 |
| 113 | 11330000 | 361101 | | | INTEREST EARNINGS | - | 30,000 | 30,000 |
| 113 | 11330000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 2,900 | 2,900 |
| 113 | 11330000 | 322201 | | | ELECTRICAL PERMITS | - | 22,000 | 22,000 |
| 113 | 11330000 | 322101 | | | BUILDING PERMITS | 3,444,000 | (2,200,000) | 1,244,000 |
| 113 | 11330000 | 389101 | | | APPROPRIATED FUND EQUITY | 1,817,130 | (376,813) | 1,440,317 |
| | | | | | | **TOTAL REVENUES** | (984,969) | |
| 113 | 11352401 | 512001 | | | REGULAR SALARY | 1,339,316 | (85,000) | 1,254,316 |
| 113 | 11352401 | 522003 | | | DC PLAN | 143,898 | (40,000) | 103,898 |
| 113 | 11352401 | 523002 | | | FLORIDA HEALTH CARE | 252,750 | (18,000) | 234,750 |
| 113 | 11352401 | 521001 | | | FICA | 110,082 | (14,000) | 96,082 |
| 113 | 11352401 | 515008 | | | INCENTIVE PAY | 8,522 | (8,522) | - |
| 113 | 11352401 | 523009 | | | MUTUAL OF OMAHA | 9,425 | 1,100 | 10,525 |
| 113 | 11352401 | 524001 | | | WC | 60,018 | 13,000 | 73,018 |
| 113 | 11352401 | 523003 | | | HEALTH SAVINGS ACCOUNT | - | 16,000 | 16,000 |
| 113 | 11352401 | 531099 | | | OTHER PROFESSIONAL SERVICE | 863,000 | (475,000) | 388,000 |
| 113 | 11352401 | 534013 | | | HOUSING DEMOLITIONS | 60,000 | (60,000) | - |
| 113 | 11352401 | 543001 | | | ELECTRIC AND WATER | 30,000 | (5,000) | 25,000 |
| 113 | 11352401 | 559002 | | | O/H OPERATING EXPENSE | 1,131,177 | (127,455) | 1,003,722 |
| 113 | 11352401 | 567201 | 21FOC | 2021 FIBER OPTIC CABLE | CAPITAL OUTLAY | 97,024 | (97,024) | - |
| 113 | 11352402 | 512001 | | | REGULAR SALARY | 317,076 | 16,000 | 333,076 |
| 113 | 11352402 | 514001 | | | REGULAR OVERTIME | 9,138 | (5,000) | 4,138 |
| 113 | 11352402 | 515008 | | | INCENTIVE PAY | 1,468 | (1,468) | - |
| 113 | 11352402 | 523003 | | | HEALTH SAVINGS ACCOUNT | - | 3,000 | 3,000 |
| 113 | 11352402 | 523008 | | | MET LIFE DENTAL | 2,796 | 200 | 2,996 |
| 113 | 11352402 | 523009 | | | MUTUAL OF OMAHA | 2,480 | 400 | 2,880 |
| 113 | 11352402 | 531099 | | | OTHER PROFESSIONAL SERVICE | 76,773 | (70,000) | 6,773 |
| 113 | 11352402 | 543001 | | | ELECTRIC AND WATER | 7,200 | (7,200) | - |
| 113 | 11352402 | 546350 | | | FLEET MAINTENANCE BILLINGS | 11,189 | (5,000) | 6,189 |
| 113 | 11352402 | 551005 | | | OFFICE SMALL MACHINE & EQUIP | 10,000 | (7,000) | 3,000 |
| 113 | 11352402 | 552099 | | | OTHER OPER SUPPLIES | - | 1,000 | 1,000 |
| 113 | 11352402 | 554004 | | | SEMINAR/CONF REGISTRATION | 10,000 | (5,000) | 5,000 |
| 113 | 11352402 | 554005 | | | EDUCATIONAL MATERIAL | 5,000 | (5,000) | - |
| | | | | | | **TOTAL EXPENDITURES** | (984,969) | |
| **TOTAL 114 TREE FUND** | | | | | | | | |
| 114 | 11430000 | 381001 | | | TRANSFER FROM GENERAL FUND | - | 120,304 | 120,304 |
| | | | | | | **TOTAL REVENUES** | 120,304 | |
| 114 | 11459100 | 599015 | | | UNASSIGNED FUND EQUITY | - | 120,304 | 120,304 |
| | | | | | | **TOTAL EXPENDITURES** | 120,304 | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 115 PARKING FUND** | | | | | | | | |
| 115 | 11530000 | 344501 | | | PARKING LOTS | 1,334,360 | (234,360) | 1,100,000 |
| 115 | 11530000 | 344502 | | | BOAT RAMP REVENUE | 318,867 | (58,867) | 260,000 |
| 115 | 11530000 | 389101 | | | APPROPRIATED FUND EQUITY | 3,873,311 | (212,632) | 3,660,679 |
| 115 | 11530000 | 381302 | | | TRANSFER FROM FUND 302 | - | 817,637 | 817,637 |
| 115 | 11530000 | 361101 | | | INTEREST EARNINGS | - | 70,000 | 70,000 |
| 115 | 11530000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 6,900 | 6,900 |
| | | | | | | **TOTAL REVENUES** | 388,678 | |
| 115 | 11554501 | 511001 | | | EXECUTIVE SALARY | - | 4,000 | 4,000 |
| 115 | 11554501 | 512001 | | | REGULAR SALARY | 367,794 | 9,000 | 376,794 |
| 115 | 11554501 | 514001 | | | REGULAR OVERTIME | 2,583 | 31,000 | 33,583 |
| 115 | 11554501 | 521001 | | | FICA | 29,124 | 2,100 | 31,224 |
| 115 | 11554501 | 524001 | | | WC | 20,006 | 4,100 | 24,106 |
| 115 | 11554501 | 545001 | | | LIABILITY INSURANCE | 16,463 | 19,000 | 35,463 |
| 115 | 11554501 | 545002 | | | AUTO AND PROPERTY INSURANCE | 4,280 | 500 | 4,780 |
| 115 | 11554501 | 546350 | | | FLEET MAINTENANCE BILLINGS | 13,427 | 20,000 | 33,427 |
| 115 | 11554501 | 546401 | | | REPAIR & MAINT-OTHER | 35,000 | (20,000) | 15,000 |
| 115 | 11554501 | 567717 | | | VEHICLES | - | 1,700 | 1,700 |
| 115 | 11554502 | 511001 | | | EXECUTIVE SALARY | - | 43,125 | 43,125 |
| 115 | 11554502 | 515001 | | | SICK/PERSONAL LEAVE | - | 1,659 | 1,659 |
| 115 | 11554502 | 521001 | | | FICA | - | 3,426 | 3,426 |
| 115 | 11554502 | 522003 | | | DC PLAN | - | 4,479 | 4,479 |
| 115 | 11554502 | 523002 | | | FL HEALTH | - | 4,309 | 4,309 |
| 115 | 11554502 | 523008 | | | DENTAL | - | 129 | 129 |
| 115 | 11554502 | 523009 | | | MUTUAL OF OMAHA | - | 601 | 601 |
| 115 | 11554502 | 524001 | | | WC | - | 57 | 57 |
| 115 | 11554502 | 552012 | | | COMPUTER HRDWR/SFTWR NEW | - | 5,000 | 5,000 |
| 115 | 11554502 | 540005 | | | TRAVEL | - | 5,000 | 5,000 |
| 115 | 11554502 | 541003 | | | MOBILE PHONE CHARGES | - | 1,000 | 1,000 |
| 115 | 11554502 | 549099 | | | OTHER CURR CHGS | - | 10,000 | 10,000 |
| 115 | 11554502 | 551001 | | | OFFICE SUPPLY | - | 1,000 | 1,000 |
| 115 | 11554502 | 552051 | | | SMALL MACHINE/EQUIPMENT | - | 3,000 | 3,000 |
| 115 | 11554502 | 554004 | | | SEMINAR/CONF REGISTRATION | - | 5,000 | 5,000 |
| 115 | 11554502 | 531099 | | | OTHER PROFESSIONAL SERVICE | - | 50,000 | 50,000 |
| 115 | 11558101 | 500302 | | | TRANSFER TO CAPITAL PROJECTS F | 4,113,965 | (4,113,965) | - |
| 115 | 11554501 | 567201 | 21PPI | 2021 PARKING INITIATIVE WITH COUNTY | CAPITAL OUTLAY | 250,000 | (250,000) | - |
| 115 | 11554501 | 553098 | | | OPERATING RESERVE | - | 4,543,458 | 4,543,458 |
| | | | | | | **TOTAL EXPENDITURES** | 388,678 | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 125 COMMUNITY REDEVELOPMENT AGENCY** | | | | | | | | |
| 125 | 12530000 | 319101 | | | TAX INCREMENT VOLUSIA COUNTY | 1,059,607 | (68,140) | 991,467 |
| 125 | 12530000 | 319102 | | | TAX INCREMENT CITY CONTRIBUTION | 2,361,201 | (849,219) | 1,511,982 |
| 125 | 12530000 | 361101 | | | INTEREST EARNINGS | - | 100,000 | 100,000 |
| 125 | 12530000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 11,000 | 11,000 |
| 125 | 12530000 | 389101 | | | APPROPRIATED FUND EQUITY | 639,192 | 5,357,238 | 5,996,430 |
| | | | | | | **TOTAL REVENUES** | 4,550,879 | |
| 125 | 12555201 | 583003 | | | INCENTIVES | 1,800,000 | (1,800,000) | - |
| 125 | 12555201 | 583006 | | | GRANTS AND AIDS | 2,060,000 | (2,060,000) | - |
| 125 | 12555201 | 531090 | | | APPRAISALS | 200,000 | (200,000) | - |
| 125 | 12555201 | 583006 | 25ARG | FY25 ADAPTIVE REUSE GRANT | OTHER GRANTS AND AIDS | - | 1,000,000 | 1,000,000 |
| 125 | 12555201 | 583006 | 25HHG | FY25 HISTORIC HOME GRANT | OTHER GRANTS AND AIDS | - | 200,000 | 200,000 |
| 125 | 12555201 | 583006 | 25HPG | FY25 HISTORIC PRESERVATION GRANT | OTHER GRANTS AND AIDS | - | 100,000 | 100,000 |
| 125 | 12555201 | 583006 | 25LSF | FY25 LARGE SCALE COMMERCIAL FACADE | OTHER GRANTS AND AIDS | - | 600,000 | 600,000 |
| 125 | 12555201 | 583006 | 25SCF | FY25 SMALL SCALE COMMERCIAL FACADE | OTHER GRANTS AND AIDS | - | 200,000 | 200,000 |
| 125 | 12555203 | 563203 | 25AIB | FY25 NSB AIRPORT BEAUTIFICATION | CAPITAL- INFRASTRUCTURE | - | 1,000,000 | 1,000,000 |
| 125 | 12555203 | 563203 | 25PII | FY25 PUBLIC INFRASTRUCTURE IMPROVE | CAPITAL- INFRASTRUCTURE | - | 800,000 | 800,000 |
| 125 | 12555203 | 563203 | 25PSS | PETTIS SHADE | CAPITAL- INFRASTRUCTURE | - | 100,000 | 100,000 |
| 125 | 12555203 | 563203 | 25RPL | FY25 ROCCO PARK LED RETROFIT | CAPITAL- INFRASTRUCTURE | - | 155,000 | 155,000 |
| 125 | 12555203 | 563203 | 25SC4 | FY25 LIGHTING SPORTS | CAPITAL- INFRASTRUCTURE | - | 2,358,500 | 2,358,500 |
| 125 | 12555203 | 563203 | 25SCP | FY25 SPORTS COMPLEX PLAYGROUND | CAPITAL- INFRASTRUCTURE | - | 500,000 | 500,000 |
| 125 | 12555203 | 563203 | 25SPL | FY25 SKATE PARK LIGHTING | CAPITAL- INFRASTRUCTURE | - | 106,822 | 106,822 |
| 125 | 12555203 | 531099 | 25SSR | FY25 SMITH STREET REMEDIATION | OTHER PROFESSIONAL SERVICE | - | 500,000 | 500,000 |
| 125 | 12555203 | 531099 | 25TBR | FY25 TURNBULL BAY ROAD REMEDIATION | OTHER PROFESSIONAL SERVICE | - | 139,000 | 139,000 |
| 125 | 12555203 | 563203 | | | CAPITAL- INFRASTRUCTURE | - | 25,144 | 25,144 |
| 125 | 12555203 | 563203 | 24TLP | FY24 MARY AVE TOT LOT | CAPITAL- INFRASTRUCTURE | - | 25,340 | 25,340 |
| 125 | 12555203 | 549099 | 25DRE | FY25 DREDGE RAILROAD TRUSSELL | OTHER CURR CHGS | - | 166,073 | 166,073 |
| 125 | 12555203 | 549099 | 25MCD | FY25 DREDGE MCDONALDS | OTHER CURR CHGS | - | 25,000 | 25,000 |
| 125 | 12555202 | 583006 | 25LOD | FY25 LIVE OAK HOUSING DEMOLITION | OTHER GRANTS AND AIDS | - | 150,000 | 150,000 |
| 125 | 12555202 | 583006 | 25NHG | FY25 NSB HOUSING GRANT | OTHER GRANTS AND AIDS | - | 460,000 | 460,000 |
| | | | | | | **TOTAL EXPENDITURES** | 4,550,879 | |
| **TOTAL 206 2021 DEBT** | | | | | | | | |
| 206 | 20630000 | 385101 | | | 2021 SERIES NOTE | 2,703,325 | (2,703,325) | - |
| 206 | 20630000 | 361101 | | | INTEREST EARNINGS | - | 75,000 | 75,000 |
| 206 | 20630000 | 361103 | | | INTEREST ON INVESTMENT | - | 5,500 | 5,500 |
| 206 | 20630000 | 381001 | | | TRANSFER FROM GENERAL FUND | 1,000,000 | (1,000,000) | - |
| 206 | 20630000 | 389101 | | | APPROPRIATED FUND EQUITY | - | 4,825,191 | 4,825,191 |
| | | | | | | **TOTAL REVENUES** | 1,202,366 | |
| 206 | 20658101 | 500302 | | | TRANSFER TO FUND 302 | 2,703,325 | (2,703,325) | - |
| 206 | 20658201 | 572001 | | | INTEREST | 1,000,000 | (450,000) | 550,000 |
| 206 | 20658201 | 571001 | | | PRINCIPAL | - | 4,355,691 | 4,355,691 |
| | | | | | | **TOTAL EXPENDITURES** | 1,202,366 | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 207 SRF SINKIN** | | | | | | | | |
| 207 | 20730000 | 381101 | | | TRANSFER FROM STORMWATER | 20,000 | (20,000) | - |
| | | | | | | **TOTAL REVENUES** | (20,000) | |
| 207 | 20758201 | 573003 | | | DEBT SERVICE SINKING | - | (20,000) | (20,000) |
| | | | | | | **TOTAL EXPENDITURES** | (20,000) | |
| **TOTAL 209 14/19 GOB** | | | | | | | | |
| 209 | 20930000 | 389101 | | | APPROPRIATED FUND EQUITY | 569,079 | 7,996 | 577,075 |
| | | | | | | **TOTAL REVENUES** | 7,996 | |
| 209 | 20958201 | 553098 | | | OPERATING CONTINGENCY | 304 | (304) | - |
| 209 | 20958201 | 573003 | | | DEBT SERVICE SINKING | 594,079 | 8,300 | 602,379 |
| | | | | | | **TOTAL EXPENDITURES** | 7,996 | |
| **TOTAL 210 2018 C/IMP** | | | | | | | | |
| 210 | 21030000 | 381302 | | | TRANSFER FROM CAPITAL PROJECTS | - | 31,421 | 31,421 |
| | | | | | | **TOTAL REVENUES** | 31,421 | |
| 210 | 21058201 | 573003 | | | DEBT SVC SINKING FUND | 19,137 | 31,421 | 50,558 |
| | | | | | | **TOTAL EXPENDITURES** | 31,421 | |
| **TOTAL 301 CPF TURNBULL** | | | | | | | | |
| 301 | 30130000 | 389101 | | | APPROPRIATED FUND EQUITY | 2,452,810 | (9,100) | 2,443,710 |
| 301 | 30130000 | 361101 | | | INTEREST EARNINGS | - | 50,000 | 50,000 |
| 301 | 30130000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 4,800 | 4,800 |
| | | | | | | **TOTAL REVENUES** | 45,700 | |
| 301 | 30151901 | 553098 | | | OPERATING RESERVE | 947,810 | 24,400 | 972,210 |
| 301 | 30151901 | 563203 | 22TOD | FY22 TURNBULLCREEK OBSERVATION DECK | CAPITAL- INFRASTRUCTURE | - | 12,000 | 12,000 |
| 301 | 30151901 | 567215 | 19TBP | 2019 TURBULL BAY PRESERVATION PROJE | LAND | 1,505,000 | 9,300 | 1,514,300 |
| | | | | | | **TOTAL EXPENDITURES** | 45,700 | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 302 CAPITAL PROJECTS** | | | | | | | | |
| 302 | 30230000 | 331511 | | | CDBG GRANT | 251,754 | (251,754) | - |
| 302 | 30230000 | 337704 | | | ECHO GRANT | 75,000 | (75,000) | - |
| 302 | 30230000 | 381001 | | | TRANSFER FROM GENERAL FUND | 2,538,357 | (2,538,357) | - |
| 302 | 30230000 | 381101 | | | TRANSFER FROM STORMWATER | 10,598,147 | (10,598,147) | - |
| 302 | 30230000 | 381115 | | | TRANSFER FROM PARKING FUND | 4,113,965 | (4,113,965) | - |
| 302 | 30230000 | 381206 | | | TRANSFERS FROM FUND 206 | 2,703,325 | (2,703,325) | - |
| 302 | 30230000 | 389101 | | | APPROPRIATED FUND EQUITY | 17,409,233 | (17,409,233) | - |
| 302 | 30230000 | 312402 | | | GAS TAX | 383,420 | (383,420) | - |
| 302 | 30230000 | 381105 | 23PBH | FY23 PD BOATHOUSE | POLICE IMPACT FEE TRANSFER IN | 250,000 | (250,000) | - |
| 302 | 30230000 | 389101 | 195SB | 2019 5TH STREET BRIDGE | APPROPRIATED FUND EQUITY | - | 700,782 | 700,782 |
| 302 | 30230000 | 331505 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | FIND GRANT | - | 55,500 | 55,500 |
| 302 | 30230000 | 331505 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | FIND GRANT | - | 560,000 | 560,000 |
| 302 | 30230000 | 389101 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | APPROPRIATED FUND EQUITY | - | 939,671 | 939,671 |
| 302 | 30230000 | 389101 | 20CBP | 2020 CORBIN PARK | APPROPRIATED FUND EQUITY | - | 163,290 | 163,290 |
| 302 | 30230000 | 389101 | 20EGV | 2020 TYLER TECH/ENERGOV UPGRADE | APPROPRIATED FUND EQUITY | - | 182,825 | 182,825 |
| 302 | 30230000 | 389101 | 20HIW | 2020 HISTORIC WESTSIDE STRMWTR IMPR | APPROPRIATED FUND EQUITY | - | 186,081 | 186,081 |
| 302 | 30230000 | 389101 | 21WTS | 2021 WASHINGTON STREET REDESIGN | APPROPRIATED FUND EQUITY | - | 600,000 | 600,000 |
| 302 | 30230000 | 389101 | 21WTS | 2021 WASHINGTON STREET REDESIGN | APPROPRIATED FUND EQUITY | - | 740,845 | 740,845 |
| 302 | 30230000 | 381001 | 22BAR | FY 22 BARRACUDA BLVD ROADWAY | GENERAL FUND TRANSFER IN | - | 319,841 | 319,841 |
| 302 | 30230000 | 389101 | 22BAR | FY 22 BARRACUDA BLVD ROADWAY | APPROPRIATED FUND EQUITY | | 246,183 | 246,183 |
| 302 | 30230000 | 331502 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | FEMA GRANT | - | 1,200,000 | 1,200,000 |
| 302 | 30230000 | 381001 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | GENERAL FUND TRANSFER IN | - | 119,436 | 119,436 |
| 302 | 30230000 | 389101 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | APPROPRIATED FUND EQUITY | - | 248,704 | 248,704 |
| 302 | 30230000 | 389101 | 22SSR | FY22 SMITH ST RELOCATION MAINTN OPS | APPROPRIATED FUND EQUITY | | 5,475 | 5,475 |
| 302 | 30230000 | 331505 | 23AOB | FY23 PHASE II AOB SITE | FIND GRANT | - | 91,500 | 91,500 |
| 302 | 30230000 | 331505 | 23AOB | FY23 PHASE II AOB SITE | FIND GRANT | - | 288,000 | 288,000 |
| 302 | 30230000 | 389101 | 23AOB | FY23 PHASE II AOB SITE | APPROPRIATED FUND EQUITY | - | 64,050 | 64,050 |
| 302 | 30230000 | 389101 | 23AOB | FY23 PHASE II AOB SITE | APPROPRIATED FUND EQUITY | - | 288,000 | 288,000 |
| 302 | 30230000 | 389101 | 23BBS | FY23 BROADBAND CYBER SECURITY | APPROPRIATED FUND EQUITY | - | 496,459 | 496,459 |
| 302 | 30230000 | 389101 | 23CSI | FY23 CANAL STREET IMPROVEMENTS | APPROPRIATED FUND EQUITY | - | 141,552 | 141,552 |
| 302 | 30230000 | 389101 | 23FAI | FY23 FLAGLER STREET IMPROVEMENTS | APPROPRIATED FUND EQUITY | - | 50,000 | 50,000 |
| 302 | 30230000 | 389101 | 23FAI | FY23 FLAGLER STREET IMPROVEMENTS | APPROPRIATED FUND EQUITY | - | 178,403 | 178,403 |
| 302 | 30230000 | 331505 | 23PBH | FY23 PD BOATHOUSE | FIND GRANT | - | 37,405 | 37,405 |
| 302 | 30230000 | 381105 | 23PBH | FY23 PD BOATHOUSE | POLICE IMPACT FEE TRANSFER IN | - | 37,405 | 37,405 |
| 302 | 30230000 | 366910 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | CONTRIBUTION FROM PB CLUB | - | 15,000 | 15,000 |
| 302 | 30230000 | 381001 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | GENERAL FUND TRANSFER IN | - | 75,000 | 75,000 |
| 302 | 30230000 | 381107 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | PARK IMPACT FEE TRANSFER IN | - | 614,166 | 614,166 |
| 302 | 30230000 | 389101 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | APPROPRIATED FUND EQUITY | - | 457,082 | 457,082 |
| 302 | 30230000 | 337704 | 23SKP | FY23 SKATE PARK EXPANSION | ECHO GRANT | - | 139,825 | 139,825 |
| 302 | 30230000 | 389101 | 23SKP | FY23 SKATE PARK EXPANSION | APPROPRIATED FUND EQUITY | - | 29,901 | 29,901 |
| 302 | 30230000 | 389101 | 23SKP | FY23 SKATE PARK EXPANSION | APPROPRIATED FUND EQUITY | - | 114,175 | 114,175 |
| 302 | 30230000 | 331301 | 23SPU | FY23 STRMWTR MASTER PLAN UPDATE | TRANSFORM 386 | - | 800,000 | 800,000 |
| 302 | 30230000 | 389101 | 23SPU | FY23 STRMWTR MASTER PLAN UPDATE | APPROPRIATED FUND EQUITY | - | 672,293 | 672,293 |
| 302 | 30230000 | 389101 | 24AGS | FY24 AQUA GOLF SEPTIC TO SEWER | APPROPRIATED FUND EQUITY | - | 255,659 | 255,659 |
| 302 | 30230000 | 331502 | 24BCP | FY24 BRANNON CENTER PIER | FEMA GRANT | - | 553,843 | 553,843 |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| 302 | 30230000 | 331505 | 24BCP | FY24 BRANNON CENTER PIER | FIND GRANT | - | 141,583 | 141,583 |
| 302 | 30230000 | 389101 | 24BCP | FY24 BRANNON CENTER PIER | APPROPRIATED FUND EQUITY | - | 231,664 | 231,664 |
| 302 | 30230000 | 337703 | 24D14 | FY24 DREDGING & CANAL IMPROVEMENTS | STORMWATER GRANT | - | 3,329,319 | 3,329,319 |
| 302 | 30230000 | 389101 | 24FLP | FY24 LIGHTS FLAGLER AVE | APPROPRIATED FUND EQUITY | - | 547,200 | 547,200 |
| 302 | 30230000 | 389101 | 24SOL | FY24 SOLAR PANELS | APPROPRIATED FUND EQUITY | - | 285,959 | 285,959 |
| 302 | 30230000 | 389101 | 24SWS | FY24 SIDEWALK/PAVEMENT STUDY | APPROPRIATED FUND EQUITY | - | 18,745 | 18,745 |
| 302 | 30230000 | 389101 | 24TCD | FY24 TURNBULL CREEK DREDGING | APPROPRIATED FUND EQUITY | - | 500,000 | 500,000 |
| 302 | 30230000 | 331511 | 24TLP | FY24 MARY AVE TOT LOT | CDBG GRANT | - | 129,672 | 129,672 |
| 302 | 30230000 | 381001 | 25BRP | FY25 BATHROOM DOORS | GENERAL FUND TRANSFER IN | - | 35,000 | 35,000 |
| 302 | 30230000 | 381001 | 25CCI | FY25 CORONADO CENTER IMPROVEMENT | GENERAL FUND TRANSFER IN | - | 300,000 | 300,000 |
| 302 | 30230000 | 331511 | 25MDP | FY25 PAVILLION PETTIS | CDBG GRANT | - | 122,082 | 122,082 |
| 302 | 30230000 | 389101 | ARPA | ARPA | APPROPRIATED FUND EQUITY | - | 1,200,000 | 1,200,000 |
| 302 | 30230000 | 381001 | 25PHU | FY25 PUMP HOUSE UPGRADE GOLF | GENERAL FUND TRANSFER IN | - | 300,000 | 300,000 |
| 302 | 30230000 | 389101 | ARPA | ARPA | APPROPRIATED FUND EQUITY | - | 531,707 | 531,707 |
| 302 | 30230000 | 381001 | 25PLG | FY25 27TH AVE PLAYRGROUND | GENERAL FUND TRANSFER IN | - | 500,000 | 500,000 |
| 302 | 30230000 | 331511 | 25PSS | FY25 PETTIS SHADE STRUCTURE | CDBG GRANT | - | 120,000 | 120,000 |
| 302 | 30230000 | 389101 | 25SSD | FY25 SHADE SAIL | APPROPRIATED FUND EQUITY | - | 158,285 | 158,285 |
| 302 | 30230000 | 381001 | 25SSF | FY25 FIRE STORAGE | GENERAL FUND TRANSFER IN | - | 25,000 | 25,000 |
| 302 | 30230000 | 381001 | 25TSS | FY25 TRAFFIC SIGNAL SR44/CORBIN | GENERAL FUND TRANSFER IN | - | 47,500 | 47,500 |
| 302 | 30230000 | 389101 | ARPA | ARPA | APPROPRIATED FUND EQUITY | - | 546,053 | 546,053 |
| 302 | 30230000 | 389101 | FN001 | FUND 001 | APPROPRIATED FUND EQUITY | - | 55,757 | 55,757 |
| 302 | 30230000 | 389101 | FN101 | FUND 101 | APPROPRIATED FUND EQUITY | - | 449,540 | 449,540 |
| 302 | 30230000 | 389101 | FN109 | FUND 109 | APPROPRIATED FUND EQUITY | - | 33,366 | 33,366 |
| 302 | 30230000 | 389101 | FN115 | FUND 115 | APPROPRIATED FUND EQUITY | - | 1,767,637 | 1,767,637 |
| 302 | 30230000 | 389101 | FN206 | FUND 206 | APPROPRIATED FUND EQUITY | - | 2,946,158 | 2,946,158 |
| 302 | 30230000 | 389101 | FN210 | FUND 210 | APPROPRIATED FUND EQUITY | - | 31,421 | 31,421 |
| 302 | 30230000 | 361101 | INT | INTEREST | INTEREST EARNINGS | - | 400,000 | 400,000 |
| 302 | 30230000 | 361103 | INT | INTEREST | INTEREST PROFIT ON INVESTMENTS | - | 42,000 | 42,000 |
| 302 | 30230000 | 312402 | RSURF | ROAD RESURFACING | GAS TAX | - | 383,420 | 383,420 |
| 302 | 30230000 | 381001 | RSURF | ROAD RESURFACING | GENERAL FUND TRANSFER IN | - | 816,580 | 816,580 |
| 302 | 30230000 | 389101 | RSURF | ROAD RESURFACING | APPROPRIATED FUND EQUITY | - | 164,744 | 164,744 |
| 302 | 30230000 | 389101 | RSURF | ROAD RESURFACING | APPROPRIATED FUND EQUITY | - | 471,079 | 471,079 |
| 302 | 30230000 | 389101 | RSURF | ROAD RESURFACING | APPROPRIATED FUND EQUITY | - | 674,272 | 674,272 |
| | | | | | | **TOTAL REVENUES** | (9,349,107) | |
| 302 | 30254101 | 567204 | 195SB | 2019 5TH STREET BRIDGE | MUNICIPAL CAPITAL PROJECTS | 1,848,709 | (1,147,927) | 700,782 |
| 302 | 30251901 | 567211 | 19OFW | 2019 OLD FORT WALL | BUILDINGS & IMPROVEMENTS | 171,879 | (171,879) | - |
| 302 | 30257202 | 567204 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | MUNICIPAL CAPITAL PROJECTS | 1,420,000 | (161) | 1,419,839 |
| 302 | 30257202 | 565010 | 20AOB | 2020 AOB SITE/NORTH CAUSEWAY BOAT | CAPITAL CONTINGENCY | - | 135,332 | 135,332 |
| 302 | 30254101 | 567204 | 20CBP | 2020 CORBIN PARK | MUNICIPAL CAPITAL PROJECTS | 6,877,913 | (6,714,623) | 163,290 |
| 302 | 30251901 | 567703 | 20EGV | 2020 TYLER TECK | CAPITAL OUTLAY - COMPUTERS | 61,592 | 121,233 | 182,825 |
| 302 | 30254101 | 567204 | 20HIW | 2020 HISTORIC WESTSIDE STRMWTR IMPR | MUNICIPAL CAPITAL PROJECTS | 3,942,474 | (3,756,393) | 186,081 |
| 302 | 30254101 | 567204 | 21BBR | 2021 BARRACUDA BRIDGE REPLACEMENT | MUNICIPAL CAPITAL PROJECTS | 2,238,916 | (2,238,916) | - |
| 302 | 30251901 | 563203 | 21IFP | 2021 IMPROVE ON FLAGLER & PENINSULA | CAPITAL- INFRASTRUCTURE | 51,174 | (51,174) | - |
| 302 | 30257201 | 567201 | 21WTS | 2021 WASHINGTON STREET REDESIGN | CAPITAL OUTLAY | 4,912,371 | (4,171,526) | 740,845 |
| 302 | 30257201 | 531099 | 21WTS | 2021 WASHINGTON STREET REDESIGN | OTHER PROFESSIONAL SERVICE | - | 600,000 | 600,000 |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| 302 | 30254101 | 563203 | 22BAR | FY22 BARRACUDA BLVD ROADWAY | CAPITAL - INFRASTRUCTURE | 561,715 | 4,309 | 566,024 |
| 302 | 30257202 | 563203 | 22BRA | FY22 27TH AVE ADA BEACH RAMP | CAPITAL- INFRASTRUCTURE | 1,234,450 | 333,690 | 1,568,140 |
| 302 | 30251901 | 562202 | 22SSR | FY22 SMITH ST RELOCATION MAINTN OPS | CAPITAL- BUILDINGS | 306,486 | (301,011) | 5,475 |
| 302 | 30257202 | 563203 | 23AOB | FY23 PHASE II AOB SITE | CAPITAL- INFRASTRUCTURE | 4,363,965 | (3,787,965) | 576,000 |
| 302 | 30257202 | 531099 | 23AOB | FY23 PHASE II AOB SITE | OTHER PROFESSIONAL SERVICES | - | 155,550 | 155,550 |
| 302 | 30251901 | 567703 | 23BBS | FY23 BROADBAND CYBER SECURITY | CAPITAL OUTLAY - COMPUTERS | 307,501 | 188,958 | 496,459 |
| 302 | 30251901 | 563203 | 23CSI | FY23 CANAL STREET IMPROVEMENTS | CAPITAL-INFRASTRUCTURE | - | 17,550 | 17,550 |
| 302 | 30251901 | 546201 | 23FAI | FY23 FLAGLER STREET IMPROVEMENTS | REPAIR & MAINTAINANCE | 69,571 | 48,732 | 118,303 |
| 302 | 30251901 | 563203 | 23FAI | FY23 FLAGLER STREET IMPROVEMENTS | CAPITAL- INFRASTRUCTURE | - | 67,100 | 67,100 |
| 302 | 30252101 | 531099 | 23PBH | FY23 PD BOATHOUSE | OTHER PROFESSIONAL SERVICE | - | 74,810 | 74,810 |
| 302 | 30257201 | 562202 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | CAPITAL - BUILDING | - | 115,500 | 115,500 |
| 302 | 30257201 | 563203 | 23PIB | FY23 PICKLE BALL COURT AT PAIGE PAR | CAPITAL- INFRASTRUCTURE | 486,826 | 558,922 | 1,045,748 |
| 302 | 30257201 | 563203 | 23SKP | FY23 SKATE PARK EXPANSION | CAPITAL- INFRASTRUCTURE | 694 | 283,208 | 283,902 |
| 302 | 30254101 | 531099 | 23SPU | FY23 STRMWTR MASTER PLAN UPDATE | OTHER PROFESSIONAL SERVICE | 293,745 | 1,178,548 | 1,472,293 |
| 302 | 30253401 | 563203 | 24AGS | FY24 AQUA GOLF SEPTIC TO SEWER | CAPITAL- INFRASTRUCTURE | - | 255,659 | 255,659 |
| 302 | 30257202 | 565010 | 24BCP | FY24 BRANNON CENTER PIER | CAPITAL CONTINGENCY | - | 82,328 | 82,328 |
| 302 | 30257202 | 563203 | 24BCP | FY24 BRANNON CENTER PIER | CAPITAL- INFRASTRUCTURE | 497,000 | 347,762 | 844,762 |
| 302 | 30254101 | 563203 | 24D14 | FY24 DREDGING & CANAL IMPROVEMENTS | CAPITAL- INFRASTRUCTURE | 1,535,719 | 1,793,600 | 3,329,319 |
| 302 | 30251901 | 562202 | 24SOL | FY24 SOLAR PANELS | CAPITAL- BUILDINGS | 279,037 | 6,922 | 285,959 |
| 302 | 30254101 | 531099 | 24SWS | FY24 SIDEWALK/PAVEMENT STUDY | OTHER PROFESSIONAL SERVICE | - | 18,745 | 18,745 |
| 302 | 30254101 | 546401 | 24TCD | FY24 TURNBULL CREEK | REPAIR & MAINT - OTHER | - | 500,000 | 500,000 |
| 302 | 30257201 | 563203 | 24TLP | FY24 MARY AVE TOT LOT | CAPITAL- INFRASTRUCTURE | 178,572 | (48,900) | 129,672 |
| 302 | 30257202 | 563203 | 25PSS | FY25 PETTIS SHADE STRUCTURE | CAPITAL- INFRASTRUCTURE | - | 120,000 | 120,000 |
| 302 | 30257202 | 563203 | 25SSD | FY25 SHADE SAIL | CAPITAL- INFRASTRUCTURE | - | 158,285 | 158,285 |
| 302 | 30258101 | 500101 | ARPA | ARPA | TRANSFER TO STORMWATER | 1,777,760 | 500,000 | 2,277,760 |
| 302 | 30259100 | 599001 | FN001 | FUND 001 | GF UNASSIGNED FUND EQUITY | - | 55,757 | 55,757 |
| 302 | 30259100 | 599101 | FN101 | FUND 101 | SW UNASSIGNED FUND EQUITY | - | 449,540 | 449,540 |
| 302 | 30258101 | 500109 | FN109 | FUND 109 | TRANSFER TO ROAD IMPACT FEE FUND | - | 33,366 | 33,366 |
| 302 | 30258101 | 500115 | FN115 | FUND 115 | TRANSFER TO PARKING FUND | - | 817,637 | 817,637 |
| 302 | 30258101 | 500109 | FN115 | FUND 115 | TRANSFER TO ROAD IMPACT FEE FUND (FL | - | 950,000 | 950,000 |
| 302 | 30251901 | 571001 | FN206 | FUND 206 | PRINCIPAL PAYMENTS | - | 2,946,158 | 2,946,158 |
| 302 | 30258101 | 500210 | FN210 | FUND 210 | TRANSFER TO FUND 210 | - | 31,421 | 31,421 |
| 302 | 30259100 | 599020 | INT | INTEREST | INT UNASSIGNED FUND EQUITY | - | 442,000 | 442,000 |
| 302 | 30251901 | 546431 | RSURF | ROAD RESURFACING | R&M- STREET RESURFACING | 2,361,350 | 148,745 | 2,510,095 |
| 302 | 30258101 | 500001 | | | TRANSFER TO GENERAL FUND | 500,000 | (500,000) | - |
| | | | | | | **TOTAL EXPENDITURES** | (9,349,107) | |
| **TOTAL 303 GOB CAPITAL PROJECTS** | | | | | | | | |
| 303 | 30330000 | 389101 | | | APPROPRIATED FUND EQUITY | 875,291 | (171,632) | 703,659 |
| 303 | 30330000 | 361101 | | | INTEREST EARNINGS | - | 28,000 | 28,000 |
| 303 | 30330000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 1,400 | 1,400 |
| | | | | | | **TOTAL REVENUES** | (142,232) | |
| 303 | 30351901 | 553098 | | | OPERATING CONTINGENCY | 703,659 | (142,232) | 561,427 |
| | | | | | | **TOTAL EXPENDITURES** | (142,232) | |

**Exhibit "A" CONTINUED**
**STAFF RECOMMENDED ADJUSTMENTS**

| FUND | ORG | OBJ | PRJ | PROJECT NAME | ACCOUNT DESCRIPTION | ADOPTED OR AMENDED BUDGET | ADJUSTMENT | REVISED |
|---|---|---|---|---|---|---|---|---|
| **TOTAL 405 SANITATION FUND** | | | | | | | | |
| 405 | 40530000 | 361101 | | | INTEREST EARNINGS | - | 75,000 | 75,000 |
| 405 | 40530000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 3,300 | 3,300 |
| 405 | 40530000 | 389101 | | | APPROPRIATED FUND EQUITY | 35,532 | 2,516,219 | 2,551,751 |
| | | | | | **TOTAL REVENUES** | | 2,594,519 | |
| 405 | 40553401 | 599010 | | | REQUIRED FUND EQUITY | - | 2,036,194 | 2,036,194 |
| 405 | 40553401 | 553098 | | | OPERATING CONTINGENCY | - | 558,325 | 558,325 |
| | | | | | **TOTAL EXPENDITURES** | | 2,594,519 | |
| **TOTAL 408 CITY MARINA** | | | | | | | | |
| 408 | 40830000 | 389101 | | | APPROPRIATED FUND EQUITY | 365,727 | (15,627) | 350,100 |
| | | | | | **TOTAL REVENUES** | | (15,627) | |
| 408 | 40857503 | 512001 | | | REGULAR SALARY | 149,340 | (15,000) | 134,340 |
| 408 | 40857503 | 521001 | | | FICA | 44,990 | (34,000) | 10,990 |
| 408 | 40857503 | 523009 | | | MUTUAL OF OMAHA | 570 | 100 | 670 |
| 408 | 40857503 | 524001 | | | WC | 6,318 | 1,300 | 7,618 |
| 408 | 40857503 | 544001 | | | ANNUAL EQUIPMENT LEASE | 18,500 | (3,000) | 15,500 |
| 408 | 40857503 | 545001 | | | LIABILITY INSURANCE | 7,566 | (2,900) | 4,666 |
| 408 | 40857503 | 546201 | | | REPAIR & MAINTENANCE | 24,000 | (128) | 23,872 |
| 408 | 40857503 | 549099 | | | OTHER CURR CHGS | 12,000 | (5,000) | 7,000 |
| 408 | 40857503 | 559002 | | | O/H OPERATING EXPENSE | 98,999 | (98,999) | - |
| 408 | 40857503 | 563203 | 22MDR | FY22 DOCK REPAIRS AT THE MARINA | CAPITAL- INFRASTRUCTURE | 308,609 | 142,000 | 450,609 |
| | | | | | **TOTAL EXPENDITURES** | | (15,627) | |
| **TOTAL 501 FLEET** | | | | | | | | |
| 501 | 50130000 | 361101 | | | INTEREST EARNINGS | - | 9,000 | 9,000 |
| 501 | 50130000 | 361103 | | | INTEREST PROFIT ON INVESTMENTS | - | 1,500 | 1,500 |
| 501 | 50130000 | 389101 | | | APPROPRIATED FUND EQUITY | 83,869 | 656,000 | 739,869 |
| | | | | | **TOTAL REVENUES** | | 666,500 | |
| 501 | 50159102 | 564204 | 23FT1 | FY23 FUEL TANK REPLACEMENT | CAPITAL- MACHINERY & EQUIPMENT | 62,644 | 750,000 | 812,644 |
| 501 | 50159102 | 564717 | | | CAPITAL - VEHICLES | 10,000 | (10,000) | - |
| 501 | 50159102 | 559002 | | | O/H OPERATING EXPENSE | 131,999 | (73,500) | 58,499 |
| | | | | | **TOTAL EXPENDITURES** | | 666,500 | |

**RES 08-25 July 22, 2025**

**THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT**

**ORDINANCE NO. 29-25: CONDUCT THE SECOND READING AND QUASI-JUDICIAL HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD REZONE APPROXIMATELY 3.25 ± ACRES OF LAND FROM A-3, TRANSITIONAL AGRICULTURE TO RA, RURAL AGRICULTURE FOR PROPERTY LOCATED AT 1016 DILLON CIRCLE.**

**July 22, 2025**

---

**Background:**

**Applicant:** Jessica Gow, of Cobb Cole Attorneys at Law, One Daytona Boulevard, Suite 600, Daytona Beach Florida 32114.

**Property Owner:** Del Mar Company, Inc., 1016 Dillon Circle, New Smyrna Beach Florida 32168.

**Request:** Rezoning:

- **From:** A-3, Transitional Agriculture.
- **To:** RA, Rural Agriculture Estate.

**Tax ID #:** 7312-00-00-0142

**Site Information:**

- **Size:** 3.25 ± acres
- **Location:** Generally located at the southwest side of Dillon Circle north of Bay Drive. See a location map as **Exhibit A** and an aerial map as **Exhibit B.**

**Exhibits used in this report:**

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Existing Zoning Map

Exhibit D: A-3 Zoning Text

Exhibit E: Proposed Zoning Map

Exhibit F: RA Zoning Text

Exhibit G: Future Land Use Map

Exhibit H: Survey

Exhibit I: Warranty Deed

Exhibit J: Legal Description

Exhibit K: Comprehensive Plan Review

**Findings:**

The subject property is currently zoned A-3, Transitional Agriculture Business. See existing zoning map attached as **Exhibit C** with the associated zoning district text attached as **Exhibit D**.

The property located at 1016 Dillon Circle was annexed into the city in 2020. At that time the property was zoned County A-3, Transitional Agriculture. The property owner at that time wish to keep the compatible zoning so the city re-zoned the property to City A-3, Transitional Agriculture as part of the overall annexation application. The surrounding properties that were in the county were zoned MH-8, Rural Mobile Home Estate. Those properties that were zoned county MH-8, Rural Mobile Home Estate and annexed into the City, were changed to city RA, Rural Agriculture Estate. RA, Rural Agriculture Estate was the closest zoning district in the city that would be compatible with lot size and building setbacks.

A map showing the proposed zoning and associated zoning text is attached as **Exhibits E & F**. The applicant has indicated to the Planning Department that he wished purchase property from the neighbor located across the private access easement and attach that purchase to the existing parcel being rezoned. If approved, and the purchase moves forward, a minor subdivision application would be submitted and any additional land to be attached to the subject parcel would have the same zoning designation.

Section 305.01 of the City's *Land Development Regulations* requires City planning staff to review a rezoning request for consistency with the City *Comprehensive Plan* and *Land Development Regulations* and to prepare a written report recommending either approval or denial of the request. The Planning and Zoning Board is required to make a recommendation to the City Commission to either approve or deny the application.

The subject property has a Future Land Use (FLU) designation of Rural. The existing neighborhood has either a county Rural Future Land Use or a city Rural Future Land Use. A map is attached showing the current Future Land Use of the subject property and surrounding properties as **Exhibit G**

According to the *Comprehensive Plan,* this future land use designation is intended for the development of agriculture, rural lands, and low-density residential and protection of environmentally sensitive areas. The Rural future land use category allows a density of 1 dwelling units per 5 acres or in certain circumstances, 1 dwelling unit per acre.

Per Article V of the *Land Development Regulations*, the intent of the RA, Rural Agriculture Estate District is to provide for low density development, personal agriculture production. A single-family dwelling or a manufactured modular dwelling is a permitted use in the RA, Rural Agriculture Estate District. This zoning district was added to the City's Land Development Regulations in 2012.

As shown on **Exhibit C**, the subject property is located adjacent to or in proximity to parcels zoned RA, Rural Agriculture Estate. Therefore, the proposed rezoning request would be consistent with the neighborhood. Because the applicant is not proposing to amend the underlying future land use category for this property, the permitted overall density will remain the same. However, the dimensional requirements for the lots themselves will be increased.

At the First Reading and Public Hearing on May 27, 2025, the City Commission voted, 5-0, to approve the first Public Hearing, The Second Public Hearing is scheduled for July 22, 2025.

**Recommendations:**

At its regular scheduled meeting on May 5, 2025, the Planning and Zoning Board voted, 6-0, to give the city commission a positive recommendation to **approve** the requested change of zoning to RA, Rural Agriculture Estate to be consistent with the neighboring properties.

The Planning Department, during the evaluation, has determined that the rezoning request would be consistent with the *Comprehensive Plan* and the Land Development Regulations. Since the requested zoning would require larger parcels, in theory would decrease the overall density. The Planning Department recommends that the City Commission **approve** the requested change of zoning to RA, Rural Agriculture Estate to be consistent with the neighboring properties.

**Fiscal Analysis:**
N/A

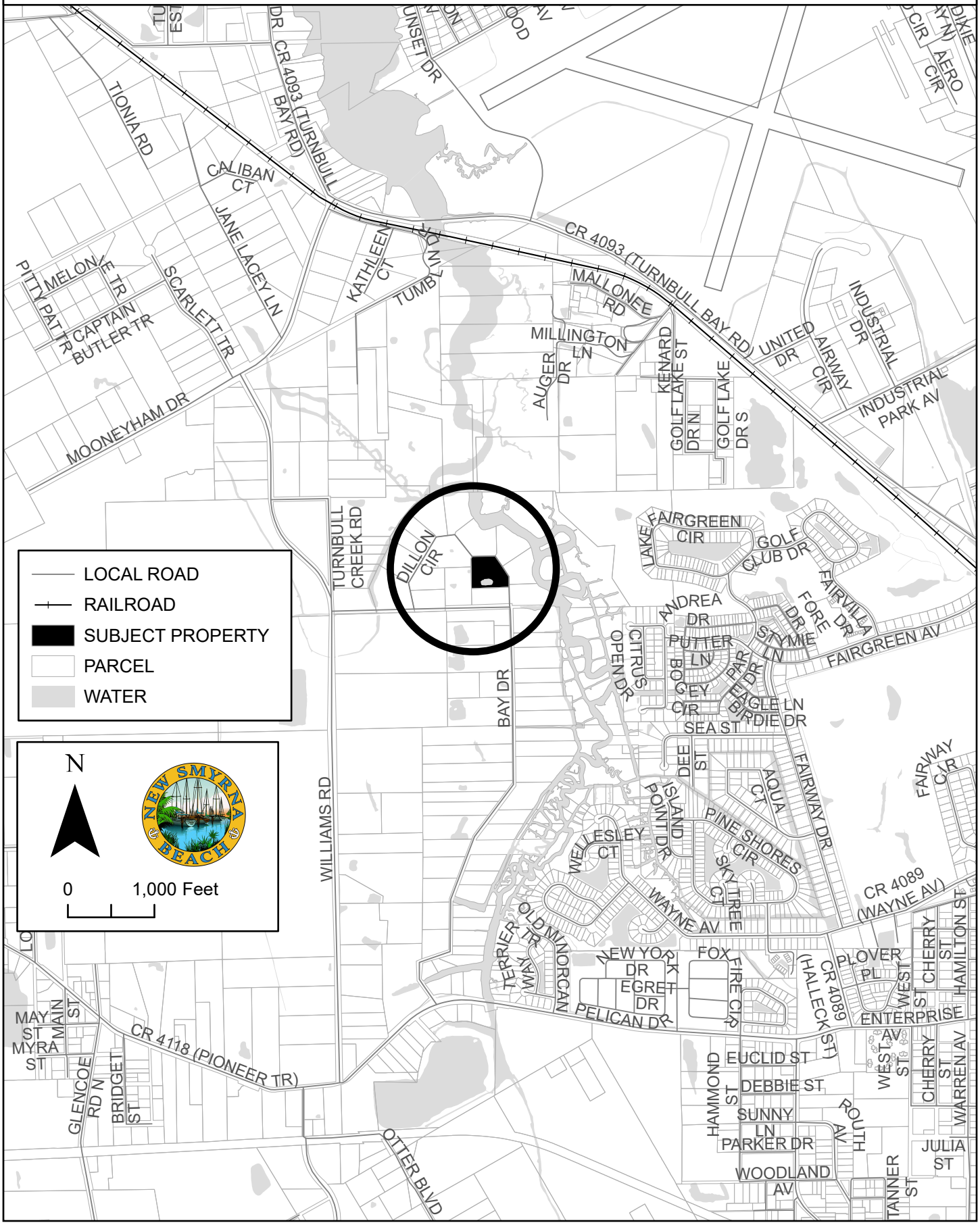
**Strategic Plan Item:**
No

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 City A-3 Zoning Text.pdf
Exhibit E Proposed Zoning Map.pdf
Exhibit F City RA Zoning Text.pdf
Exhibit G Existing FLU Map.pdf
Exhibit H Survey.pdf
Exhibit I Warranty Deed.pdf
Exhibit J Legal Description.pdf
Exhibit K Comprehensive Plan Review.pdf
Business Impact Estimate - Ord 29-25 1016 Dillon Cir.pdf
Ord 29-25 Rezoning 1016 Dillion Cir.pdf

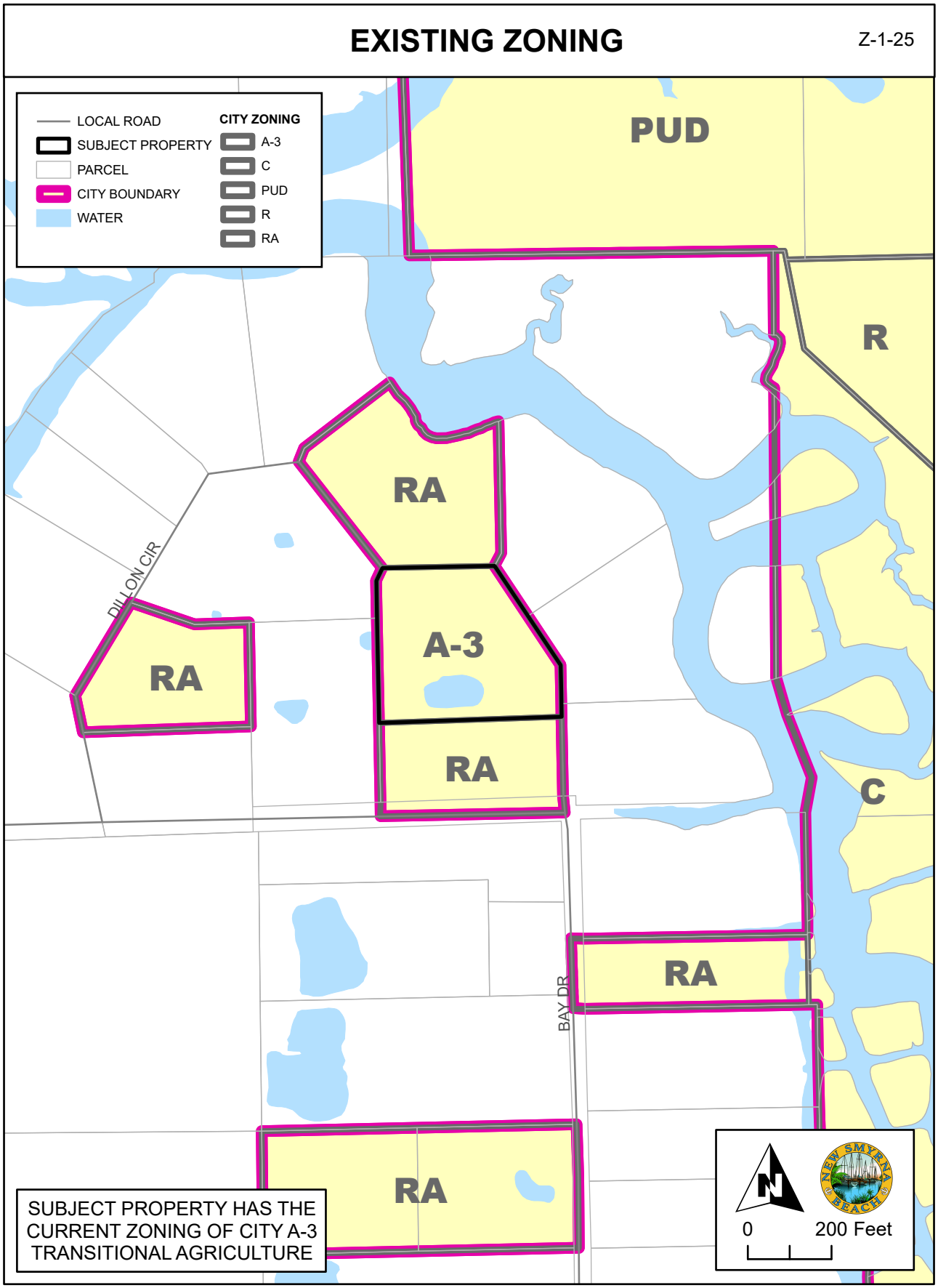
# Z-1-25: 1016 DILLON CIRCLE
# PARCEL: 7312-00-00-0142 LOCATION MAP



# Z-1-25: 1016 DILLON CIRCLE
# PARCEL: 7312-00-00-0142 AERIAL MAP



Exhibit C


EXISTING ZONING
Z-1-25
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
CITY ZONING
A-3
C
PUD
R
RA
PUD
R
RA
A-3
RA
RA
C
RA
RA
DILLON CIR
BAY DR
SUBJECT PROPERTY HAS THE CURRENT ZONING OF CITY A-3 TRANSITIONAL AGRICULTURE
0
200 Feet

A-3, TRANSITIONAL AGRICULTURE DISTRICT

*Purpose and intent.* The purpose and intent of the A-3, Transitional Agriculture District 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 District, 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 dwellings

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)

Equestrian/livestock event facility

Excavations only for stormwater retention ponds for which a permit is required by this section

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 no 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

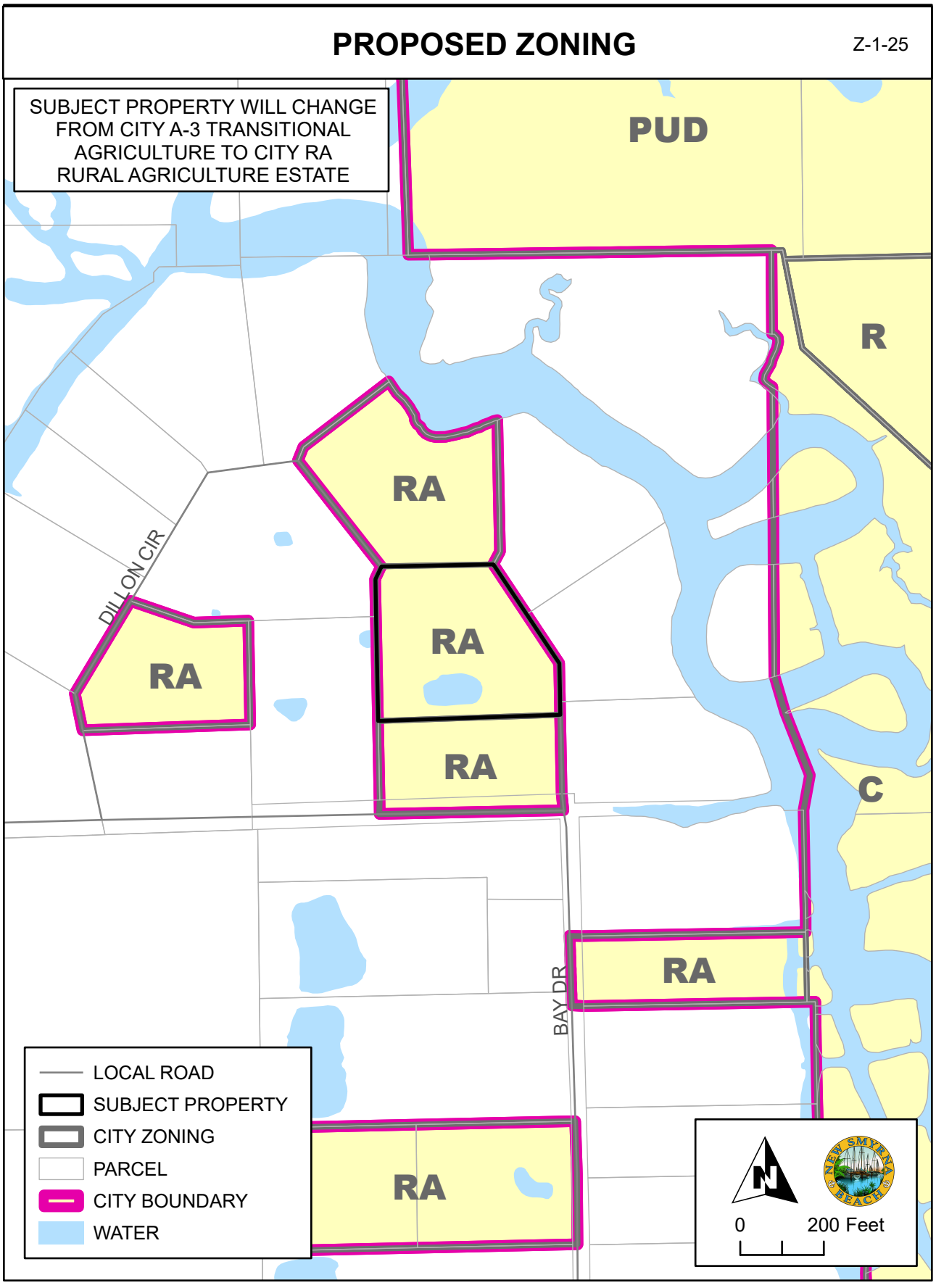
*Maximum building height:* 55 feet

*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
Z-1-25
SUBJECT PROPERTY WILL CHANGE FROM CITY A-3 TRANSITIONAL AGRICULTURE TO CITY RA RURAL AGRICULTURE ESTATE
PUD
R
RA
RA
RA
RA
C
RA
RA
DILLON CIR
BAY DR
LOCAL ROAD
SUBJECT PROPERTY
CITY ZONING
PARCEL
CITY BOUNDARY
WATER
N
0
200 Feet

## RA, RURAL AGRICULTURE ESTATE

### Intent.

The intent of the RA, Rural Agriculture Estate District is to provide for low density development, personal agricultural production consistent with the comprehensive plan in rural areas of the city.

### Permitted principal uses and structures.

In the RA, Rural Agriculture Estate district no premises shall be used except for the following uses and their customary accessory uses or structures:

Communication towers not exceeding 70 feet in height above ground level
Excavations (refer to subsection 801.15 of this LDR)
Exempt landfills (refer to subsection 801.20 of this LDR)
Essential utility services
Fire stations
Hobby breeder
Home occupations
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
Raising of crops and keeping of animals, including aviaries, pisciculture, apiaries and worm raising for personal use (not for resale), accessory to a single-family dwelling. The personal use restriction is not intended to apply to 4-H, FFA or similar educational projects
Single-family standard or manufactured modular dwelling

### Permitted special exceptions.

Additional regulations/requirements governing permitted special exceptions are located in subsections 801.21 through 801.27 of this LDR.

Animal shelters
Bed and Breakfast (refer to subsection 801.21)
Cemeteries (refer to subsection 801.22)
Communication towers exceeding 70 feet in height above ground level
Day care center (refer to subsection 801.23)
Excavations only for stormwater retention ponds for which a permit is required by this LDR
Garage apartments
Group home (refer to subsection 801.24)
Kennels

Off-street parking areas (refer to subsection 801.25)
Public uses not listed as a permitted principal use
Public utility uses and structures (refer to subsection 801.26)
Recreational areas (refer to subsection 801.27)
Schools, parochial or private (refer to subsection 801.22)

Dimensional requirements:

Minimum Lot Size:

Area: Two and one-half acres
Width: 150 feet

Minimum Yard Size:

Front yard: 45 feet
Rear yard: 45 feet
Side yard: 25 feet
Waterfront yard: 45 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:

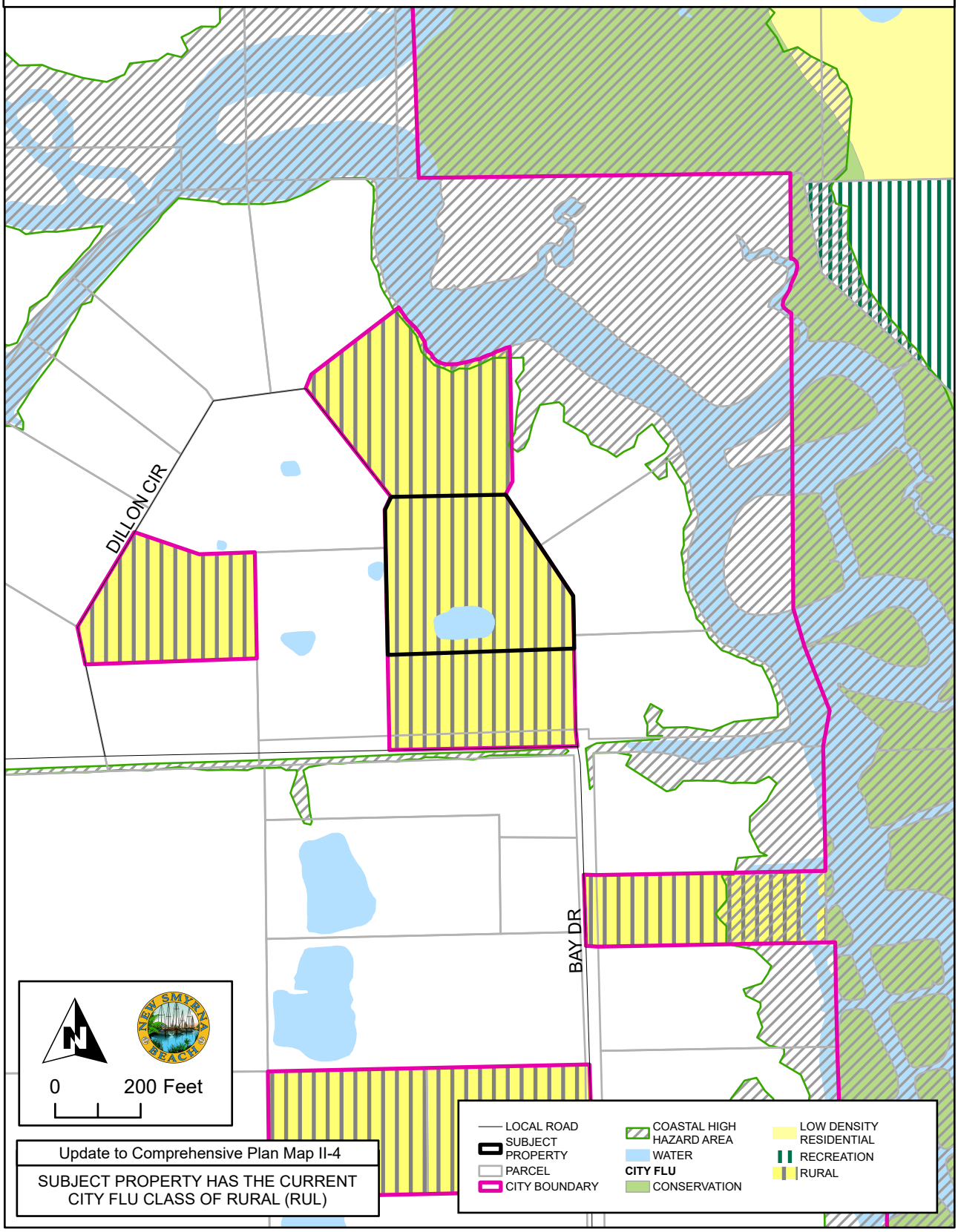
1,000 square feet.

Off-street parking and loading requirements:

Off-street parking and loading areas meeting the requirements of subsection 604.09 of this LDR shall be constructed.

# EXISTING FUTURE LAND USE

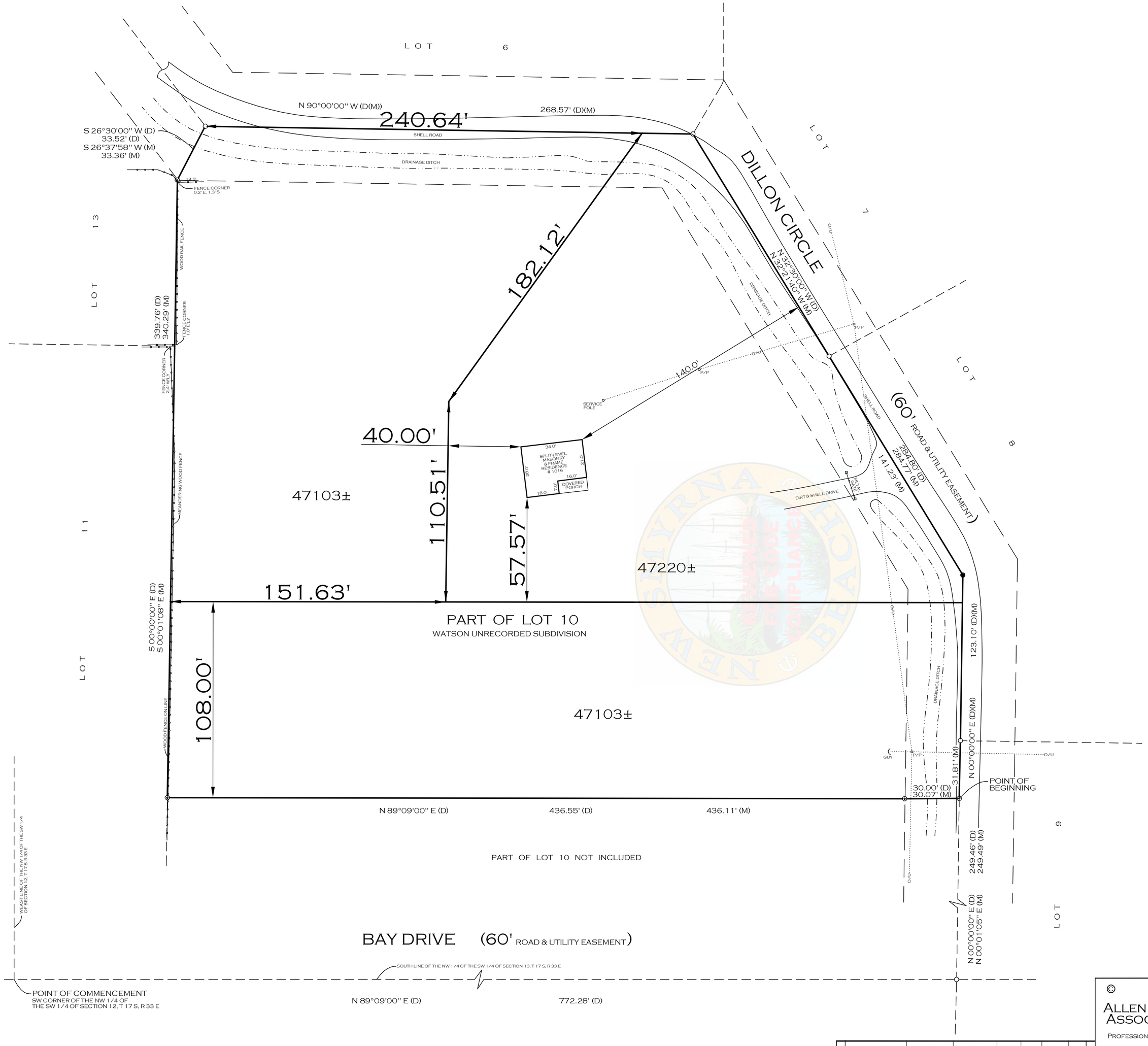
Z-1-25




Update to Comprehensive Plan Map II-4

SUBJECT PROPERTY HAS THE CURRENT CITY FLU CLASS OF RURAL (RUL)

Exhibit H




DESCRIPTION OF BOUNDARY SURVEY OF

The Northerly 3.25 acres of Lot 10, Watson's Unrecorded Subdivision, lying in the Northwest ¼ of the Southwest ¼ of Section 12, Township 17 South, Range 33 East, Volusia County, Florida, being more particularly described as follows: Commence at the Southwest corner of the Northwest ¼ of the Southwest ¼, Section 12, Township 17 South, Range 33 East, aforementioned; thence North 89 degrees 09 minutes East along the South line of said Northwest ¼ of the Southwest ¼, a distance of 772.28 feet; thence North a distance of 249.46 feet for the Point of Beginning; thence continuing North a distance of 123.10 feet; thence North 32 degrees 30 minutes West a distance of 284.80 feet; thence West a distance of 268.57 feet; thence South 26 degrees 30 minutes West a distance of 33.52 feet; thence South a distance of 339.76 feet; thence North 89 degrees 9 minutes East and parallel to the said Northwest ¼ of the Southwest ¼ a distance of 436.55 feet to the Point of Beginning.

Together with a 60 foot road and utility easement, along and adjacent to the South line of Lot 10, a portion of which is described above, together with the right to use a 60 foot road easement as now laid out to the West line of the Northeast ¼ of the Southeast ¼ of Section 11, Township 17 South, Range 33 East, Volusia County, Florida.

SURVEYOR'S NOTES & SURVEY REPORT:

1. Legal description provided by client or agent of client.
2. Bearings per description and based on the Northerly line of subject property as being N 90 degrees 00' 00" W.
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record. Per Florida Statutes Chapter 5J-17 surveyor is not responsible for any easements that are not provided to him except those shown on the plat of record.
4. This sketch of survey is subject to any facts that may be disclosed by a full and accurate title search.
5. This sketch of survey prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
6. Underground utilities and features not located.
7. Dimensions are shown in feet and decimals thereof.
8. Drawing distance between features such as walls or fences and property line may be exaggerated for clarity.
9. Features shown by symbol are not to scale.
10. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

## LEGEND & ABBREVIATIONS

| | | | | | |
|---|---|---|---|---|---|
| (P) Plat | PC Point of Curvature | C/L Centerline | Δ Delta | D.O.T. Department of Transportation | |
| (D) Description | PT Point of Tangency | P/L Property Line | R Radius | USC & GS United States Coast & Geodetic Survey | |
| (M) Measured | P/P Power Pole | RCP Reinforced Concrete Pipe | L Arc Length | NGVD National Geodetic Vertical Datum | |
| (C) Calculated | O/U Overhead Utilities | CMP Corrugated Metal Pipe | C Chord | F.I.R.M. Federal Insurance Rate Map | |
| (PR) Prorated | A/C Air Conditioner | TBM Temporary Bench Mark | T Tangent | POC Point of Commencement | |
| (R) Radial | R/W Right of Way | 0.0 Existing Elevation | CB Chord Bearing | POB Point of Beginning | |
| (NR) Non-Radial | | | | DNR Department of Natural Resources | |

© ALLEN CAMPBELL & ASSOCIATES, INC.

PROFESSIONAL SURVEYING & MAPPING

308 North Causeway,
New Smyrna Beach, FL
32169

Office: (386) 428-2218
Fax: (386) 427-5323

No instruments of record reflecting easements, right-of-way and or ownership were furnished to this surveyor, except as shown. There may be additional restrictions and/ or other matters that are not shown on this plat of survey that may be found in the public records of this county. No underground installations or improvements have been located except as shown. If location of easements or right-of way of record, other than those on record plats, is required, this information must be furnished to the surveyor and mapper, per Florida Statute 5J-17.

The term certified as used on this survey is for the exclusive use of the parties listed on this survey. It is also understood to be the professional opinion of this surveyor and the firm, said opinion based on his best knowledge, information and belief, and as such, does not constitute a guarantee or warranty, either expressed or implied. This surveyor and firm, does not assume responsibility and shall not be liable for claims arising from erroneous or incorrect information furnished by the owner, lender, or owner's contractors or others, which is used as a basis for this surveyor's opinion. Additions, deletions, or revisions to survey maps or reports by other than the signing party is prohibited without written consent of the party, per Florida Statute 5J-17.

This survey is protected by copyright and is certified only to the people listed above and only for this particular transaction. Any use or reproduction of this survey without the express permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No person other than those listed should rely upon this survey.

I hereby certify that this plat of survey of the subject property is to the best of my knowledge, belief and information true and correct as surveyed under my supervision on the dates shown hereon. I further certify that this plat of survey meets the minimum technical standards per F.A.C. 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, according to the Florida Statute 5J-17, subject to any qualifications noted hereon.

M. Allen Campbell PSM #6176 — Certificate of Authorization #7220

| Survey Type | Survey Date | Job Number | PC | Calc | Draft | Ck |
|---|---|---|---|---|---|---|
| Specific Purpose | | | | | | |
| Sketch of Description | | | | | | |
| Topographic | | | | | | |
| Boundary | 05-28-19 | POLK | KC | AC | MA | AC |
| Foundation | | | | | | |
| Final | | | | | | |
| Plot Plan | | | | | | |
| Added Pond | | | | | | |
| | | | | | | |
| | | | | | | |

Scale : 1" = 30'

File : SECTION 12, T 17 S, R 33 E

Prepared for : TAMI POLK

Map effective: 09-29-2017 This property is in Flood Zone(s) : "AE" (EL. 6)

This location determined by scaling F.I.R.M. Community Panel : 125155 0540 J

Map number : 12127C 0540 J

6/26/2020 10:49:35 AM Instrument #2020115584 #1 Book:7870 Page:2920 Laura E. Roth, Volusia County Clerk of Court
Doc Stamps $1,187.20 Transfer Amt $169,600.00

Prepared by:
Kay H. Sikes
Inlet Title Company, Inc. of Volusia County
316 Canal Street
New Smyrna Beach, Florida 32168

Exhibit I

File Number: S-21094

# Warranty Deed

Made this June 17, 2020 A.D. By **Thomas L. Brown, a single man and Tammie L. Polk, a single woman,** whose address is: 195 N. Glencoe Road, New Smyrna Beach, Florida 32168 AND 1031 Bay Drive, New Smyrna Beach, Florida 32168, respectively, hereinafter called the grantor, to **Del Mar Company, Inc**, whose post office address is: 540 Wayne Avenue, New Smyrna Beach, Florida 32168, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth,** that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Volusia County, Florida, viz:

The Northerly 3.25 acres of Lot 10, Watson's Unrecorded Subdivision, lying in the Northwest 1/4 of the Southwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida, being more particularly described as follows: Commence at the Southwest corner of the Northwest 1/4 of the Southwest 1/4, Section 12, Township 17 South, Range 33 East, aforementioned; thence North 89 degrees 09 minutes East along the South line of said Northwest 1/4 of the Southwest 1/4, a distance of 772.28 feet; thence North a distance of 249.46 feet for the Point of Beginning; thence continuing North a distance of 123.10 feet; thence North 32 degrees 30 minutes West a distance of 284.80 feet; thence West a distance of 268.57 feet; thence South 26 degrees 30 minutes West a distance of 33.52 feet; thence South a distance of 339.76 feet; thence North 89 degrees 9 minutes East and parallel to the said Northwest 1/4 of the Southwest 1/4 a distance of 436.55 feet to the Point of Beginning.

Together with a 60 foot road and utility easement, along and adjacent to the South line of said Lot 10, a portion of which is above described, together with the right to use a 60 foot road easement as now laid out to the West line of the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel ID Number: **7312-00-00-0142**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold,** the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2020.

**In Witness Whereof,** the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

Witness Printed Name Kay H. Sikes

Witness Printed Name Sheila A. Woodell

Thomas L. Brown (Seal)
**Thomas L. Brown**
Address: 195 N. Glencoe Road, New Smyrna Beach, Florida 32168

Tammie L. Polk (Seal)
**Tammie L. Polk**
Address: 1031 Bay Drive, New Smyrna Beach, Florida 32168

State of FLORIDA
County of VOLUSIA

The foregoing instrument was acknowledged before me this 17th day of June, 2020, by Thomas L. Brown, a single man and Tammie L. Polk, a single woman, who is/are personally known to me or who has produced drivers license as identification.

KAY H SIKES
Notary Public - State of Florida
Commission # GG 907485
My Comm. Expires Sep 14, 2023
Bonded through National Notary Assn.

Notary Public
Print Name: Kay H. Sikes

My Commission Expires:

DEED Individual Warranty Deed - Bonaventure
Closers' Choice

**LEGAL DESCRIPTION**

Address

1016 Dillon Circle, New Smyrna Beach, Florida 32168

Parcel Number

7312-00-00-0142

AltKey Number

3699998

Metes and Bounds by Inlet Title Company, Inc. of Volusia County

THE NORTHERLY 3.25 ACRES OF LOT 10, WATSON'S UNRECORDED SUBDIVISION, LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 12, TOWNSHIP 17 SOUTH, RANGE 33 EAST, AFOREMENTIONED; THENCE NORTH 89 DEGREES 09 MINUTES EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 772.28 FEET; THENCE NORTH A DISTANCE OF 249.46 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH A DISTANCE OF 123.10 FEET; THENCE NORTH 32 DEGREES 30 MINUTES WEST A DISTANCE OF 284.80 FEET; THENCE WEST A DISTANCE OF 268.57 FEET; THENCE SOUTH 26 DEGREES 30 MINUTES WEST A DISTANCE OF 33.52 FEET; THENCE SOUTH A DISTANCE OF 339.76 FEET; THENCE NORTH 89 DEGREES 9 MINUTES EAST AND PARALLEL TO THE SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 436.55 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 60 FOOT ROAD AND UTILITY EASEMENT, ALONG AND ADJACENT TO THE SOUTH LINE OF SAID LOT 10, A PORTION OF WHICH IS ABOVE DESCRIBED, TOGETHER WITH THE RIGHT TO USE A 60 FOOT ROAD EASEMENT AS NOW LAID OUT TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

# Comprehensive Plan Review

## Element II, Future Land Use

### 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 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.

## Element II, Future Land Use, Goal 2

### General Land Use Pattern

To promote, protect and improve the public health, safety, and general welfare by ensuring consistency, economic viability, and stewardship of the natural environment, through appropriate land uses and land development regulations.

## Element II, Future Land Use Goal 2, General Land Use Pattern

### Objective 1

Future Land Use Map: The City's continued growth shall be based upon the Future Land Use Map, which shall specify the desired development pattern for New Smyrna Beach through a land use category system that provides for the location, type, density, and intensity of development.

# 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 29-25 Rezoning 1016 Dillon Cir.

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. 29-25

**AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 3.3± ACRES OF PROPERTY GENERALLY LOCATED ON THE SOUTHWEST SIDE OF DILLON CIRCLE, NORTH OF BAY DRIVE, ADDRESSED AS 1016 DILLON CIRCLE, FROM VOLUSIA COUNTY *A-3 A, TRANSITIONAL AGRICULTURE AIRPORT OVERLAY* TO CITY *RA A, RURAL AGRICULTURE ESTATE AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

***WHEREAS***, Jessica Gow, of Cobb Cole Attorneys at Law, One Daytona Boulevard, Suite 600, Daytona Beach, Florida 32114, applicant on behalf of Del Mar Company, Inc., 1016 Dillon Circle, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 3.3± acres of property generally located on the southeast side of Dillon Circle, north of Bay Drive, addressed as 1016 Dillon Circle, from Volusia County *A-3, Transitional Agriculture Airport Overlay* to City *RA A, Rural Agriculture Estate Airport Overlay* zoning district; and

***WHEREAS***, the Planning and Zoning Board, at its regular scheduled meeting on May 5, 2025, by a vote of 6-0, 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 3.3± acres of property generally located on the southeast side of Dillon Circle, north of Bay Drive, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7312-00-00-0142
1016 Dillion Circle

THE NORTHERLY 3.25 ACRES OF LOT 10, WATSON'S UNRECORDED SUBDIVISION, LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 12, TOWNSHIP 17 SOUTH, RANGE 33 EAST, AFOREMENTIONED; THENCE NORTH 89 DEGREES 09 MINUTES EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 772.28 FEET; THENCE NORTH A DISTANCE OF

249.46 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH A DISTANCE OF 123.10 FEET; THENCE NORTH 32 DEGREES 30 MINUTES WEST A DISTANCE OF 284.80 FEET; THENCE WEST A DISTANCE OF 268.57 FEET; THENCE SOUTH 26 DEGREES 30 MINUTES WEST A DISTANCE OF 33.52 FEET; THENCE SOUTH A DISTANCE OF 339.76 FEET; THENCE NORTH 89 DEGREES 9 MINUTES EAST AND PARALLEL TO THE SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 436.55 FEET TO THE POINT OF BEGINNING. TOGETHER WITH A 60 FOOT ROAD AND UTILITY EASEMENT, ALONG AND ADJACENT TO THE SOUTH LINE OF SAID LOT 10, A PORTION OF WHICH IS ABOVE DESCRIBED, TOGETHER WITH THE RIGHT TO USE A 60 FOOT ROAD EASEMENT AS NOW LAID OUT TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

shall be and the same is hereby rezoned from Volusia *A-3, Transitional Agriculture Airport Overlay* to City *RA A, Rural Agriculture Estate 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 July 22, 2025 at 6:30 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 upon final adoption.

**APPROVED AS TO FORM AND CORRECTNESS:**

Carrie Avallone

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

**Date:** 5/19/2025

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

**CONDUCT A QUASI-JUDICIAL PUBLIC HEARING TO CONSIDER THE APPROVAL OF APPLICATION NO. HTR-4-24 - HISTORIC TREE REMOVAL OF THREE (40", 45", AND 53" DBH) TREES ON THE COMMERCIAL PROPERTY AT 190 S. WILD ORANGE DR.**

**July 22, 2025**

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**Background:**

**Applicant:** Storch Law Firm, 420 South Nova Rd. Daytona Beach, FL. 32114

**Property Owner:** Fort Investment Group, 502 Palmetto St. New Smyrna Beach, FL 32168

**Request:** Approval to remove three (40", 45", and 53" DBH) historic trees.

**Site Information:** The subject property includes 3 existing vacant parcels (PIDs 734307010030, 734307010010, 734307011010) 2.64 acres in total, located on the south side of State Road 44, on the corner of SR 44 and South Wild Orange Dr., and zoned Planned Unit Development (PUD).

**Tax ID #:** 7343-07-01-0030, 7343-07-01-0010, 7343-07-01-1010

**Exhibits**

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Arborist Report

Exhibit D: Photos

Exhibit E: New Smyrna Wellness Complex Proposal

**Findings:**

The subject trees include two Live Oaks (Quercus virginiana) and one American Elm (Ulmus americana), located within the footprint of the required parking area of the proposed commercial development. The City LDR classifies any tree 36” DBH or greater as a Historic Tree, which requires City Commission approval for removal. Section

604.051. *Tree preservation*, of the City's LDR states Historic Trees in all zoning districts shall be removed only upon a tree removal permit granted by the city commission at a quasi-judicial public hearing, after a finding that the evidence presented is more compelling for the removal of the historic tree than for it to remain. Petitioners wishing to obtain a permit for Historic Tree removal must show the following:
i. The tree is currently damaging or is posing an imminent danger to an existing structure; or
ii. The tree is damaging and/or interfering with the installation, operation, and/or maintenance of existing or proposed public infrastructure; or
iii. The tree is dead, diseased, structurally unsound, or severely injured such that the tree is likely to die within two years; or
iv. Other extraordinary circumstance or hardship where the applicant has demonstrated that no other feasible option exists to preserve the tree.

The applicant has submitted an application requesting approval to remove the subject trees with the intent of constructing a healthcare facility. As noted in the **Exhibit C** arborist report prepared by Ray Jarrett, ISA Certified Arborist FL-5343A, the three trees proposed for removal should be considered healthy and vigorous, with the Elm exhibiting symptoms of recovery from previous damage. Below, is an assessment of the 3 trees proposed for removal.

**Tree #4** - Live Oak (Quercus virginiana) - 44.5" - Healthy and vigorous. **Staff has determined that this tree meets one of the criteria for removal.**
**Tree #8** - American Elm (Ulmus americana) - 40" - Healthy and vigorous. This tree has a vertical crack and cavity at the base with an active beehive inside. The callous growth around this crack is substantial, suggesting the tree has compartmentalized the wound and stabilized. **Staff has determined that this tree meets one of the criteria for removal.**
**Tree #9 -** Live Oak (Quercus virginiana) - 52.5" - Healthy and vigorous. **Staff has determined that this tree meets one of the criteria for removal.**

Other trees within the site boundaries that can be seen on the **Exhibit E** site proposal which are not currently being considered for removal by the applicant include six more historic trees. With the removal of these historic trees, the site would still meet the requirement of specimen tree preservation. The site plan, as proposed, also exceeds the minimum landscaped area to be provided.

**Recommendation:**

Staff recommends approval of the removal of the historic trees, considering the applicant has demonstrated that no other feasible option exists to preserve the trees with the proposed site plan and the ability to preserve 6 more historic trees on site. This approval should be applied with the condition that the final site plan for the New Smyrna Wellness Complex must still gain approval prior to removal of trees and the mitigation for each tree be met in full, as calculated during the site plan review process.

**Fiscal Analysis:**
N/A

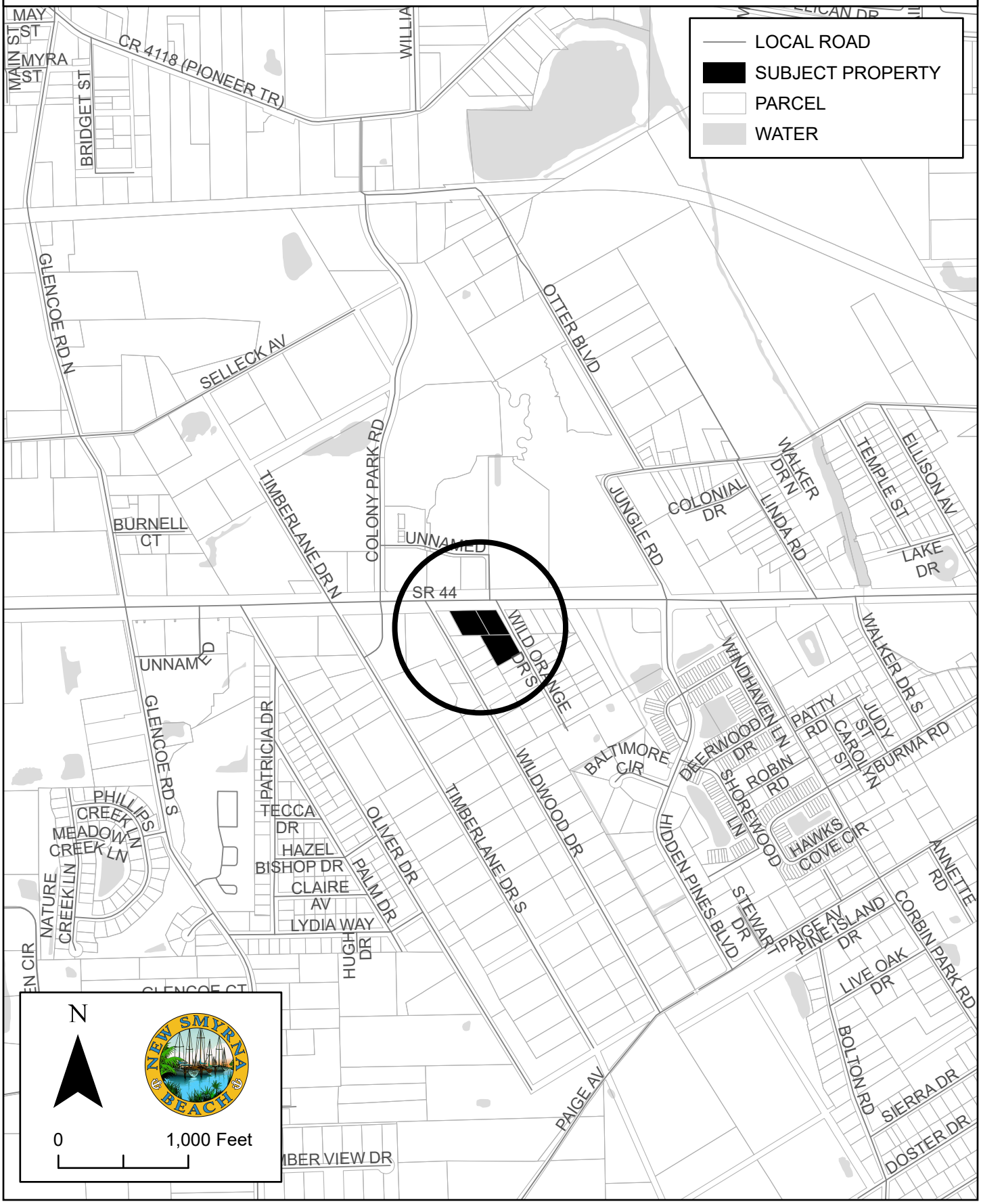
**Strategic Plan Item:**
No

Staff Report Created By: Shane Corbin - Developmental Services Director

**Attachments:**

EXHIBIT A. LOCATION MAP
EXHIBIT B. AERIAL MAP
EXHIBIT C. ARBORIST REPORT
EXHIBIT D. PHOTOS
EXHIBIT E. NSB MEDICAL COMPLEX PROPOSAL

# HTR-04-24: 190 S. WILD ORANGE DRIVE
# PARCELS: 7343-07-01-0010, 7343-07-01-0030, 7343-07-01-1010
# LOCATION MAP



# HTR-04-24: 190 S. WILD ORANGE DRIVE
# PARCELS: 7343-07-01-0010, 7343-07-01-0030, 7343-07-01-1010
# AERIAL MAP



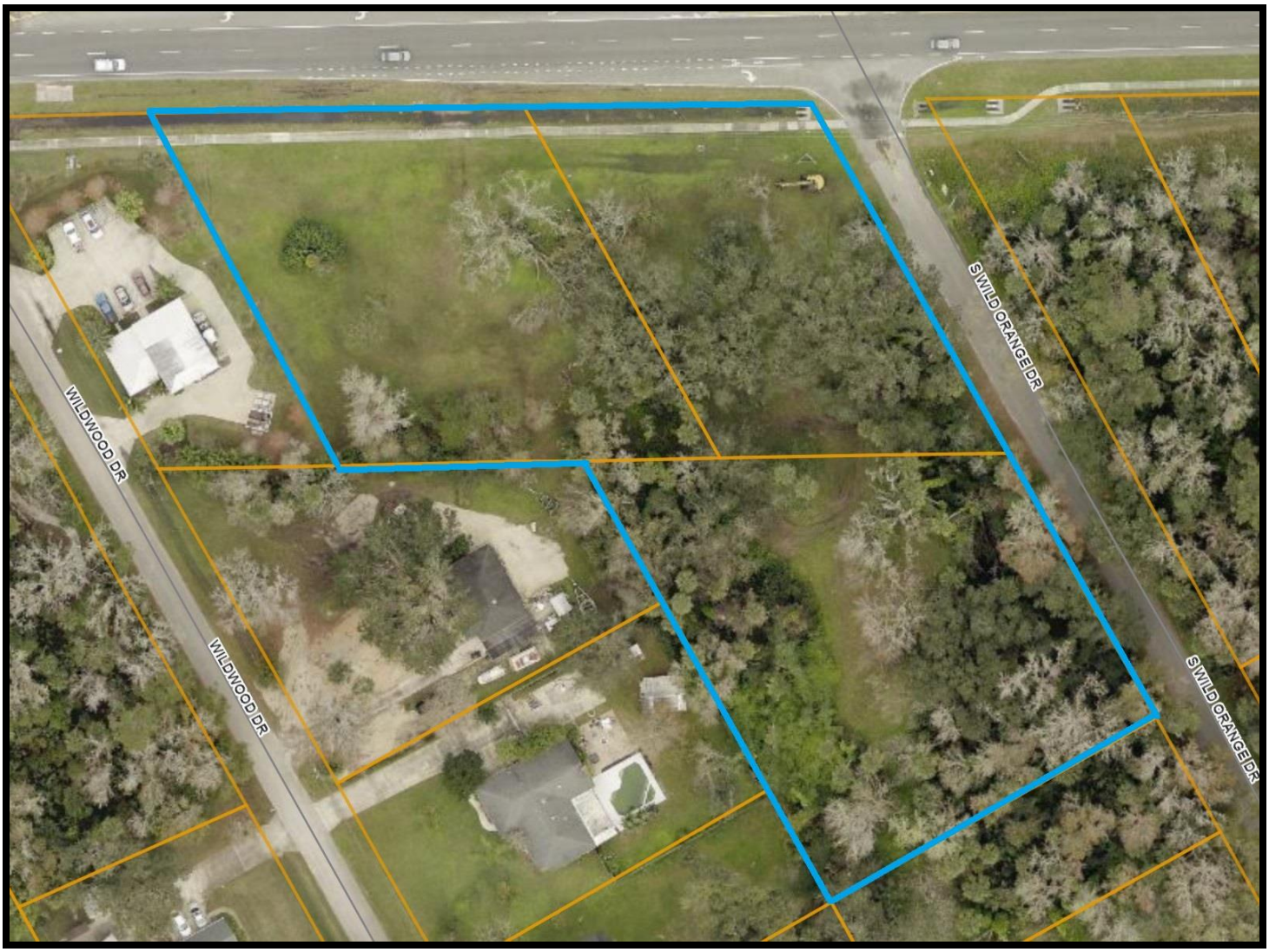
**Arbor Report – Historic Tree Review**
November 29, 2024

Mark Dowst & Associates, Inc.
536 N Halifax Ave. STE 100
Daytona Beach, Fl 32118
Attn: Matt Dowst

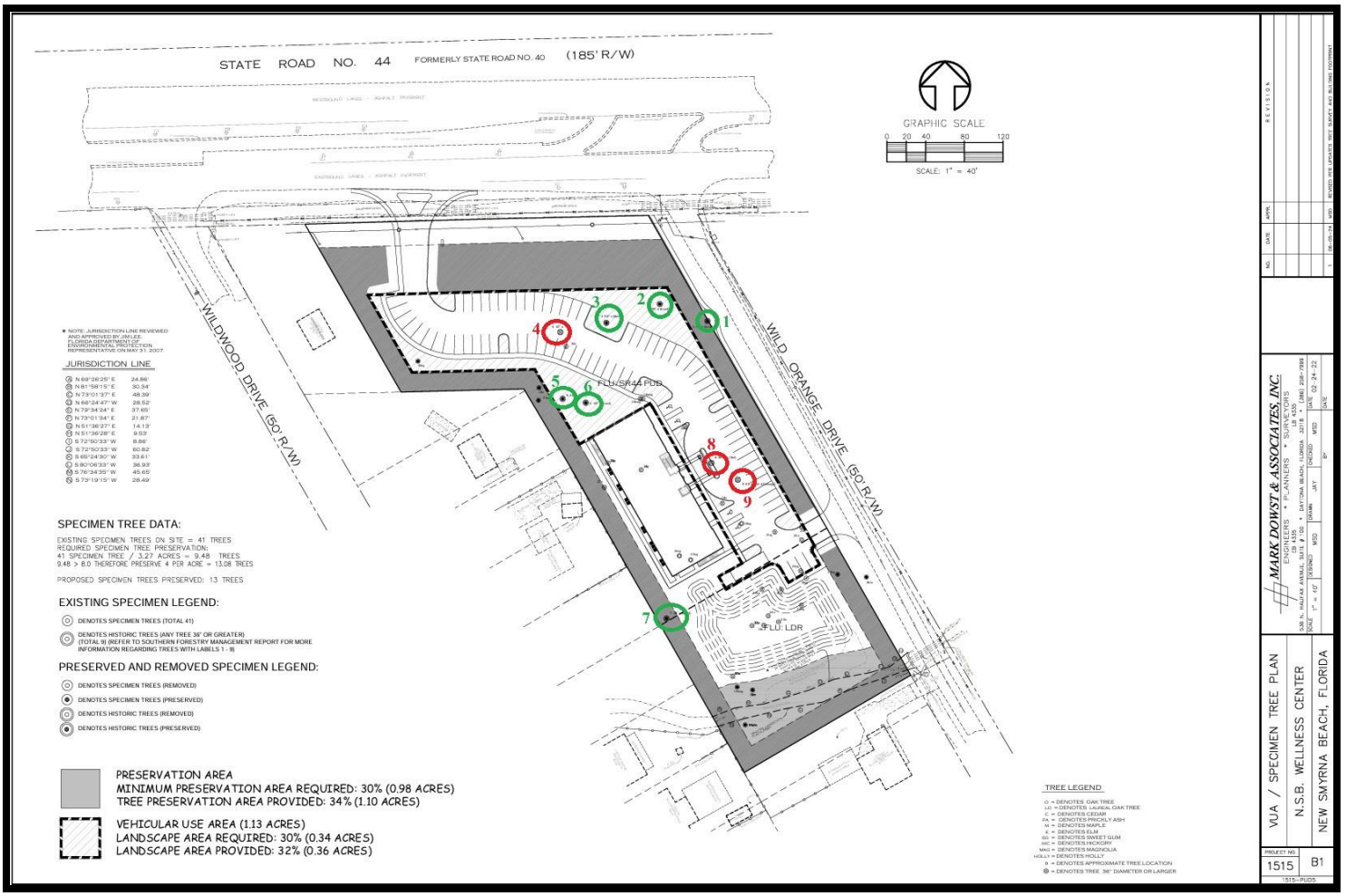
Re: Review nine (9) trees recorded by survey as Historic trees for the **New Smyrna Wellness Center** project.

**Scope:**

Services were retained to review nine (9) trees that were recorded by a recent survey as Historic trees as defined by the City of New Smyrna Beach Land Development code. Conduct a Level II Tree Risk Assessment for each tree, confirm species, size and summarize in a report. Provide variance requests and mitigation options to remove trees to complete the project. This project is located on the south side of SR44, between Wildwood Drive and S Wild Orange Drive.




**Aerial view of project site.**




**Site plan and Historic trees reviewed.**

## Methods:

Each tree was measured for Diameter at Breast Height (DBH) using a standard forestry DBH tape or field calipers. Each tree was visually inspected using a **Level 2, Tree Risk Assessment** as defined by the **International Society of Arboriculture (ISA)**. This level of inspection includes a 360-degree visual evaluation of the tree from top to bottom including a review of the crown, trunk, root flare, and above-ground roots for evidence of decay, storm damage, disease, and insect activity.

Risk and liability determinations include location to potential targets such as building structures, automobiles, streets, sidewalks, and nearby utilities. The **Level 2 Inspection** is used to help determine three main categories of risk: **Likelihood of Failure** (Imminent, Probable, Possible, and Improbable), **Likelihood of Impact** (High, Medium, Low, Very Low), and **Consequences of Failure** (Severe, Significant, Minor, Negligible). Together, these three risk categories can be used to help the property owners in making decisions for pruning and / or removal.

These ratings are based on available targets in which the tree could impact if it were to fail. Currently, there are no targets on site, and the **Likelihood of Failure** rating is the only risk category rated in this report. The **Likelihood of Failure** rating in this report is for a 2-year time frame from the date of inspection.

***Matrix 1*. Likelihood Matrix.**

| Likelihood of Failure | Likelihood of Impact | | | |
|---|---|---|---|---|
| | Very Low | Low | Medium | High |
| Imminent | Unlikely | Somewhat Likely | Likely | Very Likely |
| Probable | Unlikely | Unlikely | Somewhat Likely | Likely |
| Possible | Unlikely | Unlikely | Unlikely | Somewhat Likely |
| Improbable | Unlikely | Unlikely | Unlikely | Unlikely |

***Matrix 2*. Risk Rating Matrix.**

| Likelihood of Failure & Impact | Consequences of Failure | | | |
|---|---|---|---|---|
| | Negligible | Minor | Significant | Severe |
| Very Likely | Low | Moderate | High | Extreme |
| Likely | Low | Moderate | High | High |
| Somewhat Likely | Low | Low | Moderate | Moderate |
| Unlikely | Low | Low | Low | Low |

| Likelihood of Failure | Likelihood of Impact | Consequences of Failure |
|---|---|---|
| **Imminent:** Failure has started or is most likely to occur in the near future, even if there is no significant wind or increased load. | **High:** The failed tree or tree part is likely to impact the target. | **Severe:** Serious personal injury or death, high-value property damage, or major disruption of important activities. |
| **Probable:** Failure may be expected under normal weather conditions. | **Medium:** The failed tree or tree part could impact the target but is not expected to do so. | **Significant:** Substantial personal injury, moderate to high-value property damage, or considerable disruption of activities. |
| **Possible:** Failure may be expected in extreme weather conditions, but it is unlikely during normal weather | **Low:** There is a slight chance that the failed tree or tree part will impact the target. | **Minor:** Minor personal injury, low to moderate - value property damage, or small disruption of activities. |
| **Improbable:** The tree or tree part is not likely to fail during normal weather conditions and may not fail in extreme weather conditions. | **Very Low:** The chance of the failed tree or tree part impacting the specified target is remote. | **Negligible:** No personal injury, low - value property damage, or disruptions that can be replaced or repaired. |

City of New Smyrna Development Code definitions:

> *Historic tree.* Any tree, exclusive of those found on the Florida Exotic Pest Plan Council list, 36 inches DBH or greater or tree in the city selected and duly designated a Florida State Champion, United States Champion or a World Champion by the American Forestry Association shall likewise be considered an historic tree, or any other tree designated by the city commission to be of such unique and intrinsic value to the general public because of its size, age, historic association, or ecological value as to justify classification as a historic tree.
>
> *Specimen tree.* The following species of trees with the minimum specified diameter at breast height (DBH) are determined to be specimen trees. When a specimen tree reaches 36 inches DBH, it shall be considered a Historic tree for purposes of removal under Section 604.051(f) of these LDRs.

| Common Name | Botanical Name | DBH |
|---|---|---|
| Turkey Oak | *Quercus leavis* | 12 inches and larger |
| Other Oak Species | *Quercus* spp. | 18 inches and larger |
| Maple | *Acer* spp. | 18 inches and larger |
| Hickory | *Carya* spp. | 18 inches and larger |
| Elm | *Ulmus* spp. | 18 inches and larger |
| Lobloly Bay | *Gordonia lasianthus* | 12 inches and larger |
| Sweet Bay | *Magnolia virginiana* | 12 inches and larger |
| Real Bay | *Persea borbonia* | 12 inches and larger |
| Swamp Bay | *Persea borbonia* | 12 inches and larger |
| Sycamore | *Platanus occidentalis* | 18 inches and larger |
| Magnolia | *Magnolia grandiflora* | 12 inches and larger |
| Bald Cypress | *Taxodium distichum* | 18 inches and larger |
| Red Cedar | *Juniperup silicicola* | 12 inches and larger |
| Banyan | *Ficus benghalensis* | 12 inches and larger with accessory trunks |

**Observations / Discussion:**

The field review for this report was conducted on November 27, 2024. All the trees reviewed were live oaks (*Quercus virginiana*), except for one American Elm (*Ulmus americana*). All trees are healthy and vigorous and are not likely to fail within a 2-year period from the date of this review. A few of the oaks are heaved over slightly but appear to be well anchored. The canopy growth suggests this heaving occurred more than 20 years. Some of the trees have some canopy storm damage from recent tropical storms.

**Live oak trees** are exceptionally durable trees that can live for hundreds of years and are resistant to most pests and diseases. **Oak Wilt Disease** and **Sudden Oak Disease** are known to impact oaks and cause mortality in North America. Neither of these diseases are known to kill live oaks or have been detected in Florida. https://edis.ifas.ufl.edu/pdffiles/ST/ST56400.pdf . Live oaks are durable trees and are ranked as one of the strongest trees with high wind resistance based on a study after the 2004 tropical storm season. https://edis.ifas.ufl.edu/pdffiles/FR/FR17300.pdf .

**Tree #1** – Live oak (*Quercus virginiana*) – 49" – Healthy and vigorous.

**Tree #2** – Live oak (*Quercus virginiana*) – 44" - Healthy and vigorous. This tree is heaved over at about 30 degrees to the east and is stable. This heaving likely happened more than 20 years ago. The tree has produced a new vertical canopy and is stabilized.

**Heaving** is the result of a tree being pushed by extreme forces such as wind or by heavy equipment. When the soil becomes over-saturated during heavy rains or tropical storm events, tree roots lose their holding capacity. The root mat and soil around the main stem, opposite of the heaving angle, will have an elevated appearance or is completely separated out of the ground. Windthrow are trees that have been completely uprooted.

**Tree #3** – Live oak (*Quercus virginiana*) – 49.5" - Healthy and vigorous.

**Tree #4** – Live oak (*Quercus virginiana*) – 44.5" - Healthy and vigorous. Proposed for removal.

**Tree #5** – Live oak (*Quercus virginiana*) – 35.5" – This oak measures just under Historic tree size. This tree is heaved over at about 40 degrees to the south and is stable. This heaving likely happened more than 20 years ago. The tree has produced a new vertical canopy and is stabilized.

**Tree #6** – Live oak (*Quercus virginiana*) – 44.5" - Healthy and vigorous.

**Tree #7** – Live oak (*Quercus virginiana*) – 38" - Healthy and vigorous.

**Tree #8** – American elm (*Ulmus americana*) – 40" - Healthy and vigorous. Proposed for removal. This tree has a vertical crack and cavity at the base with an active beehive inside. The callous growth around this crack is substantial, suggesting the tree has compartmentalized the wound and stabilized.

Cracks in tree trunks are a separation of wood fibers and can be one of the major indicators of an unstable tree or limb and can be either **vertical** or **horizontal**. Most cracks are caused by improper closure of wounds, bark inclusions, hard freezes, water inundation or from stem and branch splitting along weak unions. **Horizontal cracks** run across the grain of the wood and develop just before the tree fails, making them very difficult to detect. **Vertical cracks** run with the wood grain along the length of the tree or form from co-dominant unions where included bark has formed. **Ribbed cracks** are created over wounds. Some of these cracks put a tree at high risk of failure and are especially dangerous when combined with other defects or with advanced decay. **Shear cracks** can run completely through the stem and divide the tree into two halves.

**Tree #9** – Live oak (*Quercus virginiana*) – 52.5" - Healthy and vigorous. Proposed for removal.

**Conclusion:**

There are nine (9) Historic trees on site. One of these trees, #5, measures just under 36" DBH and is a Specimen Tree as defined by the City of New Smyrna Beach code. This tree is being conserved on the project and is being treated and protected as a Historic tree.

The project is asking for a variance form the New Smyrna Beach Commission to remove trees #4, #8 and #9. These trees are growing within the footprint of the project and cannot be conserved on site due to changes in soil grade and site development.

The project will conserve and protect six (6) Historic live oaks along the project buffers and the proposed stormwater pond.

SINCERELY,



Ray Jarrett
Biologist / Arborist
ISA Certified Arborist FL-5343A
ISA Tree Risk Assessment Qualified (TRAQ)







**ASSUMPTIONS, LIMITING CONDITIONS and DISCLAIMER**

**My inspection was a ground based visual inspection that sometimes includes a sounding test with a mallet to detect decay. The inspection was limited to defects that can be seen while standing on the ground. There may be defects below ground or in the canopy that were not visible from this perspective. These hidden defects may result in the failure of branches, trunks, or roots. No other trees on this property were inspected other than those specifically addressed in this report. Trees and plants are living things and are subject to an array of potential health problems, abiotic factors and unpredictable weather that can cause healthy trees and plants to fail. Information provided in this report is for consideration; and is based on my professional experience, formal education, and methodologies of the International Society of Arboriculture, ISA. Ultimately the client must use their own judgment and decisions but may consider these recommendations.**

## Technical Literature References

American National Standard Institute (ANSI) A300 (Part 9) 2017. ***Tree Risk Assessment***, **Tree Care Industry Association, Inc.** (TCIA), Manchester, NH.

American National Standard Institute (ANSI) A300 (Part 8) 2020. ***Tree, Shrub, and Woody Plant Management – Standard Practices (Root Management)***, **Tree Care Industry Association, Inc.** (TCIA), Manchester, NH.

Black, Robert J. and Kathleen C. Ruppert. 1995. ***Your Florida Landscape; A Complete Guide to Planting and Maintenance***. University of Florida.

Council of Tree and Landscape Appraisers.2000. ***Guide for Plant Appraisal, 9th Edition***. International Society of Arboriculture, Champaign, Illinois.

Costello, L.R. and K.S. Jones. 2003. ***Reducing Infrastructure Damage by Tree Roots: A Compendium of Strategies***. Western Chapter of the International Society of Arboriculture) WCISA). Porterville, CA.

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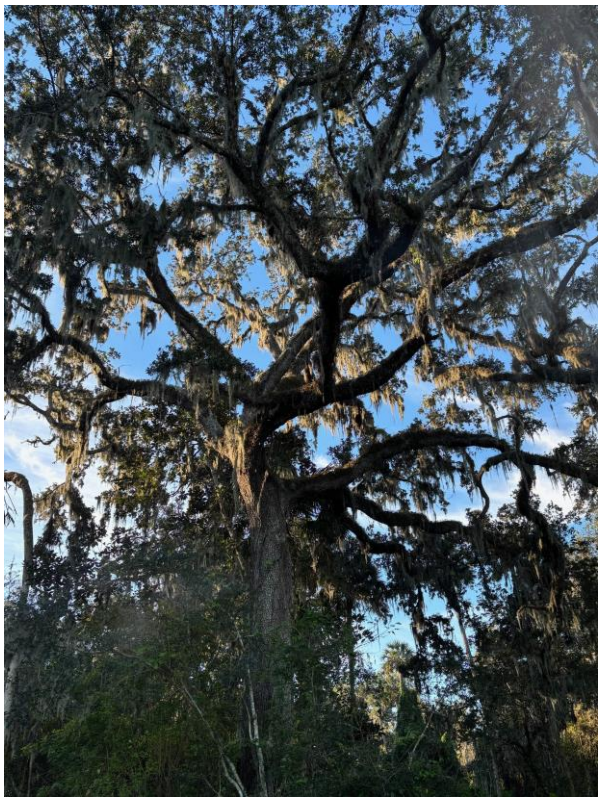
**Site Photos:**





**Tree #1**





**Tree #2**



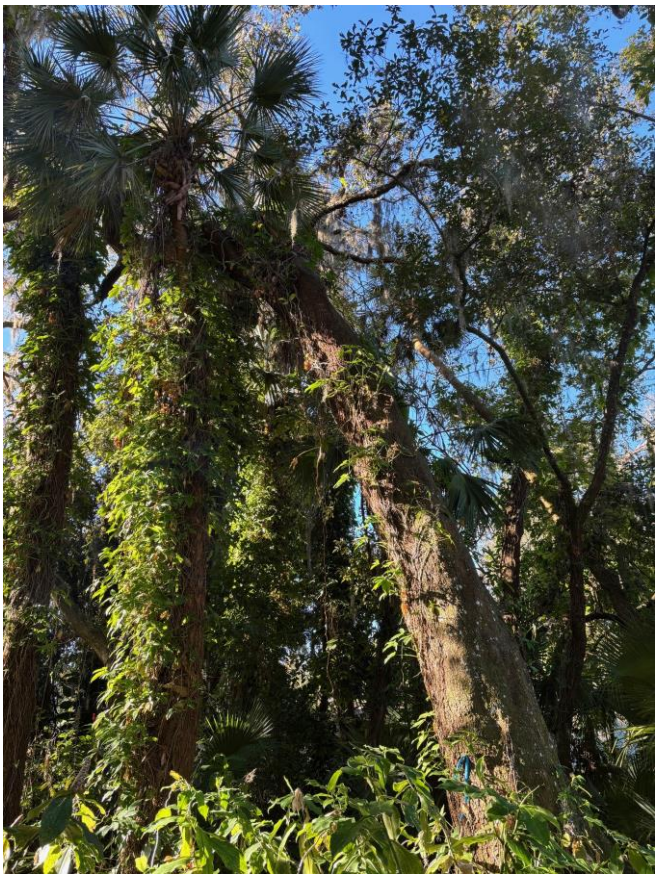



**Tree #3**






**Tree #4**






**Tree #5**






**Tree #6**





**Tree #7**





**Tree #8**





**Tree #9**

**Data:**

| Recorded by Survey 6/5/2024 | | Arborist Field Review 11/27/2024 | | | Probability of Failure | Notes |
|---|---|---|---|---|---|---|
| # | DBH | Species | Common | DBH | | |
| 1 | 49" | *Quercus virginiana* | Live oak | 49" | Improbable | Historic. |
| 2 | 45" | *Quercus virginiana* | Live oak | 44" | Possible | Historic. Heaved and growing at 30 degrees towards the east. |
| 3 | 50" | *Quercus virginiana* | Live oak | 49.5" | Improbable | Historic. |
| 4 | 42" | *Quercus virginiana* | Live oak | 44.5" | Possible | Historic. Proposed for removal. |
| 5 | 36" | *Quercus virginiana* | Live oak | 35.5" | Possible | Borderline Historic. |
| 6 | 44" | *Quercus virginiana* | Live oak | 44.5" | Improbable | Historic. |
| 7 | 38" | *Quercus virginiana* | Live oak | 38" | Possible | Historic. |
| 8 | 38" | *Ulmus americana* | Elm | 40" | Possible | Historic. Proposed for removal. Large cavity at base of main stem with active beehive. |
| 9 | 58" | *Quercus virginiana* | Live oak | 52.5" | Improbable | Historic. Proposed for removal. |

45” Live Oak (Quercus virginiana)





40” American Elm (Ulmus americana)

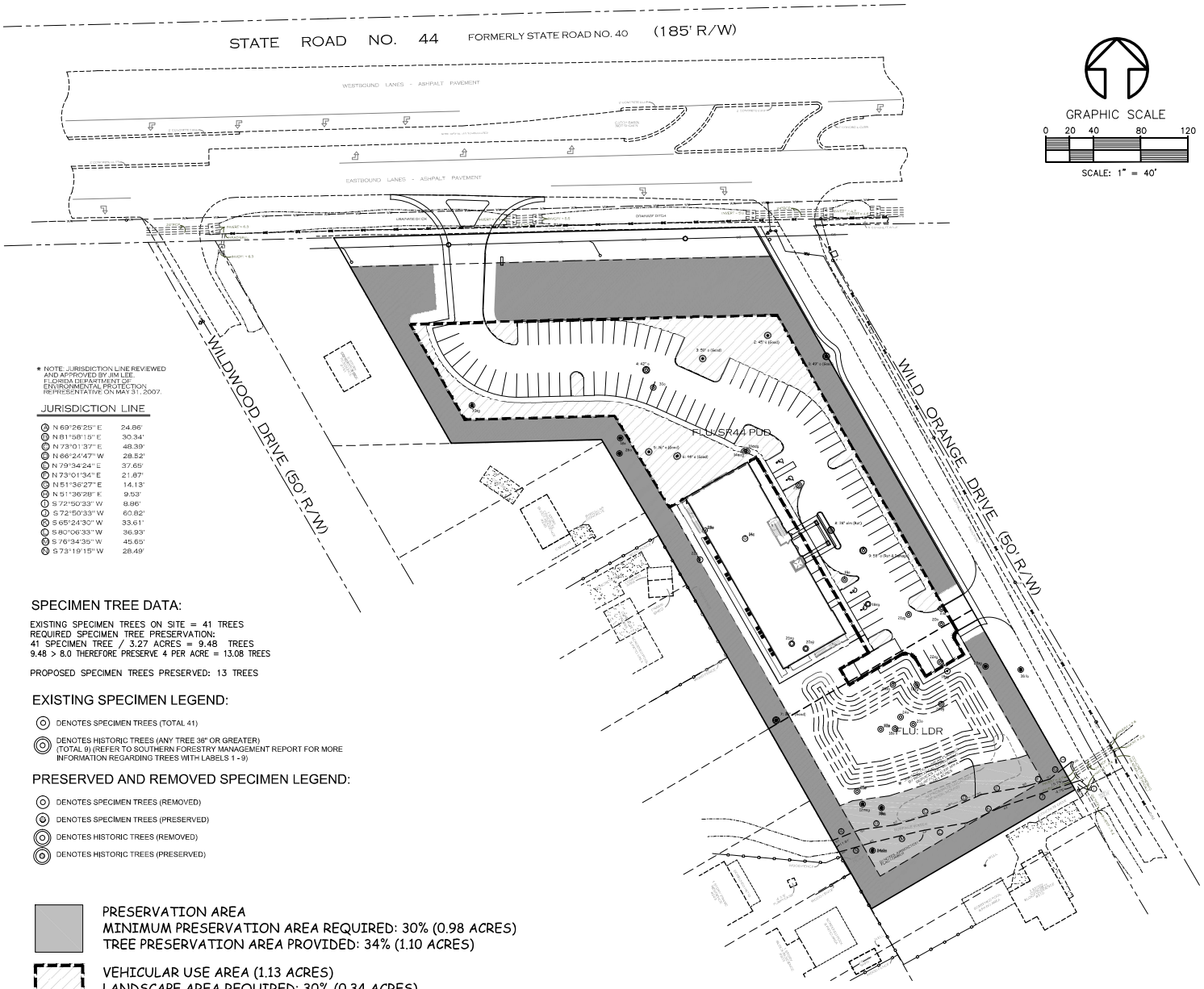




53” Live Oak (Quercus virginiana)








* NOTE: JURISDICTION LINE REVIEWED AND APPROVED BY JIM LEE, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, REPRESENTATIVE ON MAY 31, 2007.

JURISDICTION LINE

| | | |
|---|---|---|
| 1 | N 69°26'25" E | 24.86' |
| 2 | N 81°58'15" E | 30.34' |
| 3 | N 73°01'37" E | 48.39' |
| 4 | N 66°24'47" W | 28.52' |
| 5 | N 79°34'24" E | 37.65' |
| 6 | N 73°01'34" E | 21.87' |
| 7 | N 51°36'27" E | 14.13' |
| 8 | N 51°36'28" E | 9.53' |
| 9 | S 72°50'33" W | 8.86' |
| 10 | S 72°50'33" W | 60.82' |
| 11 | S 65°24'30" W | 33.61' |
| 12 | S 80°06'33" W | 36.93' |
| 13 | S 76°34'35" W | 45.65' |
| 14 | S 73°19'15" W | 28.49' |

## SPECIMEN TREE DATA:

EXISTING SPECIMEN TREES ON SITE = 41 TREES
REQUIRED SPECIMEN TREE PRESERVATION:
41 SPECIMEN TREE / 3.27 ACRES = 9.48 TREES
9.48 > 8.0 THEREFORE PRESERVE 4 PER ACRE = 13.08 TREES

PROPOSED SPECIMEN TREES PRESERVED: 13 TREES

## EXISTING SPECIMEN LEGEND:

- DENOTES SPECIMEN TREES (TOTAL 41)
- DENOTES HISTORIC TREES (ANY TREE 36" OR GREATER) (TOTAL 9) (REFER TO SOUTHERN FORESTRY MANAGEMENT REPORT FOR MORE INFORMATION REGARDING TREES WITH LABELS 1 - 9)

## PRESERVED AND REMOVED SPECIMEN LEGEND:

- DENOTES SPECIMEN TREES (REMOVED)
- DENOTES SPECIMEN TREES (PRESERVED)
- DENOTES HISTORIC TREES (REMOVED)
- DENOTES HISTORIC TREES (PRESERVED)

PRESERVATION AREA
MINIMUM PRESERVATION AREA REQUIRED: 30% (0.98 ACRES)
TREE PRESERVATION AREA PROVIDED: 34% (1.10 ACRES)

VEHICULAR USE AREA (1.13 ACRES)
LANDSCAPE AREA REQUIRED: 30% (0.34 ACRES)
LANDSCAPE AREA PROVIDED: 32% (0.36 ACRES)

TREE LEGEND

O = DENOTES OAK TREE
LO = DENOTES LAUREAL OAK TREE
C = DENOTES CEDAR
PA = DENOTES PRICKLY ASH
M = DENOTES MAPLE
E = DENOTES ELM
SG = DENOTES SWEET GUM
HIC = DENOTES HICKORY
MAG = DENOTES MAGNOLIA
HOLLY = DENOTES HOLLY
o = DENOTES APPROXIMATE TREE LOCATION
◎ = DENOTES TREE 36" DIAMETER OR LARGER

| NO. | DATE | APPR. | REVISION |
|---|---|---|---|
| 1 | 06-05-24 | MSD | REVISED PER UPDATED TREE SURVEY AND BUILDING FOOTPRINT |

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

| SCALE | DESIGNED | DRAWN | CHECKED | DATE |
|---|---|---|---|---|
| 1" = 40' | MSD | JAY | MSD | 02-24-22 |

BY DATE

# VUA / SPECIMEN TREE PLAN
## N.S.B. WELLNESS CENTER
## NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1515 B1
1515-PUD5

**THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT**

**ORDINANCE NO. 39-25: CONDUCT A SECOND READING AND QUASI-JUDICIAL HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD APPROVE PUD-4-22, NEW SMYRNA BEACH MEDICAL CENTER AND WELLNESS COMPLEX.**

**July 22, 2025**

---

**Background:**

**I. Background**

**A. Applicant:** Storch Law Firm, 420 So. Nova Rd., Daytona Beach, FL 32114

**B. Property Owner:** FORT Investment Group LLC, 502 Palmetto St., New Smyrna Beach, FL 32168

**C. Request:** Approval of a new Master Development Agreement (MDA) and Conceptual Plan for a 3.3 acre property that is already zoned Planned Unit Development (PUD) for a similar Medical and Office use that was originally approved by the City but is now an expired.

**D. Site Information:** The 3.3 acre undeveloped site is located south of and fronting State Road (SR) 44, between Wildwood Dr. to the west and Wild Orange Dr. to the east. The current PUD zoning designation of the site considers the two existing Future Land Use (FLU) designations of Commercial and Low Density Residential (LDR), as did the prior PUD MDA and Plan. That prior MDA was approved by the City in 2010 for a 10 year duration and expired in 2020. The site is also within the Corridor Overlay Zone (COZ). Site Location and Aerial Maps are attached as **Exhibits A & B**. An Existing Zoning Map is attached as **Exhibit C**, with these maps showing all adjacent zoning designations and surrounding development. No Proposed Zoning Map is attached, as the site is proposed to retain its current PUD zoning. An Existing Future Land Use (FLU) Map is also attached as **Exhibit D**, with these maps showing all site and adjacent FLU designations. No Proposed FLU Map is

attached, as the site is proposed to retain its current FLU designations. Finally, a Site Survey is attached as **Exhibit E**. It should also be noted that as of the date of this report, the two adjacent side streets of Wildwood and Wild Orange Drives, to each side of the Subject Property, are both shown on Volusia County Road Maintenance map data as being under the permitting and maintenance of the County and not the City.

**E. Surrounding Properties:** As stated earlier, the 3.3 acre subject property fronts the south side of SR 44, with another smaller PUD immediately adjacent to the west, within a corner lot that is currently used as Pools by Bradley as their sales office. As shown on the Exhibit C Existing Zoning Map, the neighboring properties that are further south of that Pools by Bradley site and fronting Wildwood Dr. are within unincorporated Volusia County and zoned Volusia County R-4A. The same situation also applies to all residential properties neighboring the Subject Property and fronting on both sides of Wild Orange Drive, with those also all being
within unincorporated Volusia County and zoned Volusia County R-4A. The sole neighboring property on this south side of SR 44 that deviates from that County R-4A zoning is the City PUD zoned property to the east, on the east/opposite side of Wild Orange Drive, but which also has no active Master Development Agreement (MDA) and/or Conceptual Plan in place and apparently never has. On the north/opposite side of SR 44 is a large PUD zoned area that has already been developed as the 41 acre Colony Park Commercial PUD, with individual sites/businesses within that (and opposite this Subject Property) being the Mullinax Ford dealership, offices, Sporty's car wash, etc., with their internal driveway entrance to Mullinax Ford also opposite the Subject Property.

**F. Parcel Numbers:** 7343-07-01-0010, 7343-07-01-0030, 7343-07-01-1010, 7343-07-01-1040, and 7343-07-01-1050

**G. Exhibits:**

**Exhibit A:** Location Map

**Exhibit B:** Aerial Map

**Exhibit C:** Existing Zoning Map

**Exhibit D:** Existing Future Land Use (FLU) Map

**Exhibit E** Site Survey Sketch and Legal Description (Serving as Ex A. of the MDA)

**Exhibit F:** Proposed new Master Development Agreement (MDA) text

**Exhibit G:** Proposed PUD MDA Conceptual Plans (consists of 3 different Exhibits to be attached to the MDA, as labeled below)

**Exhibit G-1:** Proposed PUD Concept Plan, VUA/Specimen Tree Plan, & Existing Site Conditions Exhibits (consists of 3 different document sheets, all labeled as Sheet B-1, and serving as Exhibit B of the MDA)

**Exhibit G-2:** Proposed Architectural Elevations and Floor Plan Exhibits (consists of 4 different document sheets, labeled as Sheets A3-A4 & A6-A7), and serving as Exhibit C of the MDA)
**Exhibit G-3:** Proposed PUD Landscape Plans (consists of 2 different document sheets, and serving as Exhibit D of the MDA)
**Exhibit G-4:** Proposed Monument Sign Elevation Exhibit (consists of 1 document sheet, not labeled, and serving as Exhibit E of the MDA)
**Exhibit H:** Commission Minutes of 2/11/25 re Historic tree Removal (HTR)-4-24 application

**Exhibit I:** Expired and prior PUD Master Development Agreement (MDA), approved in 2010

**Findings:**

**Review a proposed new Master Development Agreement (MDA) and Conceptual Plan for the New Smyrna Beach Medical Center and Wellness Complex, within a 3.3 acre property that already has an existing zoning of Planned Unit Development (PUD) but with an associated Master Development Agreement (MDA) that has now expired, with this site located on the south side of and fronting State Road 44, between Wildwood Dr. to the west and Wild Orange Dr. to the east.**

**A.** The proposed Planned Unit Development (PUD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) Exhibits would replace a previously approved PUD MDA/CDP for a similar development/use for this site that has since expired. The current proposal is for this 3.3. acre undeveloped site to contain a single two story medical office building of 20,600 SF (10,000 SF each floor, with a 600 SF Entrance Canopy) and 80 space parking lot.

**B.** The proposed site contains two different Future Land Use (FLU) designations, with the great majority in the site's northern area (and all of its SR 44 frontage) being designated

as SR 44 Commercial FLU, and containing virtually all of the proposed development area. Two smaller parcels within the southeast portion of the site and fronting Wild Orange Dr. only are designated as Low Density Residential (LDR), and the designations and boundary line for each of these two FLU area can be seen most clearly on the Exhibit D FLU Map. That southern/LDR portion will not contain any commercial area except for four parking spaces and a proposed retention pond. There is an existing ditch bisecting the site in this southernmost area that will remain and be undisturbed by any of these proposed commercial improvements. In addition, the applicant and MDA text propose to create a Conservation Easement (CE) over those southernmost areas to remove the possibly of those small areas of existing wetlands and ditch ever being developed.

**C.** The proposed site is also within the Corridor Overlay Zone (COZ) as defined in the City LDR, which also regulates development within that zone. Specifically, a minimum 75' wide vegetated area is now required within its frontage along SR 44, with the northernmost 25' of that area devoted strictly to an existing NSBU Utility Easement (UE), and the remaining 50' wide area adjacent and internal to that UE to be provided strictly for a Landscape Buffer parallel to SR 44.

**D.** The current CDP is also contingent on a concurrent and pending Historic Tree Removal application (HTR-4-24) and approval process. That application is for the removal of three of the nine Historic Trees now within the site, which the Commission first discussed at the February 11, 2025 meeting (minutes attached as **Exhibit H**), and after much discussion then about alternatives, tabled that application to this future Commission meeting date to coincide with this PUD application also being heard. The six Historic Trees proposed to be preserved within this site are shown on the attached Exhibit F plans, with the site design on those plans intended to preserve both two-thirds of the nine total Historic Trees and numerous other trees now within the site.

**E.** In terms of Open Space and tree preservation areas and methods, the City LDR requires the Minimum Open Space for any Non-Residential PUD within this geographic area to be a minimum of 50% of the entire site, with this now also noted as required in the MDA Site Development Criteria text. The CDP also notes the Open Space Percentage as being met and exceeded, proposed as 64% Open Space being provided. That same MDA Section text also proposes a Maximum Impervious Surface Area of 40%, well under the potential Maximum in other locations in the City.

**F.** According to the site survey and FEMA Flood Maps, the site is within Flood Zone X on those Maps and is thus not within the FEMA Flood Plain. It should also be noted the Wild Orange Drive roadway and right-of-way adjacent to the site's eastern boundary, and which the proposed internal driveway is proposed to connect to, remains a Volusia County roadway, with all permitting and maintenance of that roadway south of SR 44 now under Volusia County control. The proposed primary driveway connection (to SR 44) would be under the permitting control of FDOT, and be a right in – right out design only.

**G.** In terms of a Traffic Impact Analysis (TIA), a Rezoning Traffic Study has been done to determine existing background traffic and general impact of these proposed new plans and construction, based on the maximum entitlements included in this proposed PUD MDA. That Rezoning Traffic Impact Analysis (RTIA) was submitted with this PUD rezoning application and has been reviewed and approved by the City's Traffic Engineering consultant. The MDA provides that a separate and much more specific Traffic Impact Analysis (TIA) will be conducted with the future Site Plan to come, in accordance with TPO guidelines.

**H.** The applicant is also requesting the ability to provide 9' wide Parking Spaces instead of the standard 10' width that would typically be required in this geographic area. The 9' width is permitted in Special Parking Districts within the City, and allows for additional pervious area and tree/landscape island widths within the proposed parking area. In addition, Section 604.051 J. of the LDR allows for a reduction in the minimum parking space requirement to be approved by staff for the tree preservation now proposed within the site, which in this case could be 10% or 8 spaces. The 80 spaces now proposed that meet the minimum requirement could then be reduced to 72 spaces. The applicant would prefer to use this same pavement reduction allowance of the LDR in a different method, by providing 9' wide spaces instead and still provide the minimum 80 spaces otherwise required, in order to save the existing trees shown on the plans. Staff is agreeable to this request since that same amount of reduced impervious area would be permitted by either method discussed above, and given that 9' wide parking spaces are now permitted by the LDR, in the Flagler Ave., Canal St., and Dixie Freeway/US 1 Special Parking Districts.

**I.** The MDA text includes various provisions for Architectural & Design Standards, Environmental Considerations, and Signage (Sections 8, 9, & 10, Pages 4-5), some of which has been discussed above. The MDA is also noted (Section 11, Page 6) to be valid for a period of 5 years from its execution, with all construction substantially complete by then.

**J.** The Planning and Zoning Board reviewed this application at their June 2, 2025 meeting and voted 5-0 (with two absences) to recommend approval to the City Commission, with certain conditions as listed below that have since been incorporated into the revised and attached **Exhibit F** Proposed new Master Development Agreement (MDA) text.

1. The stormwater management system design shall conform to New Smyrna Beach's latest and revised development standards.
2. All project sitework shall be 100% complete, including the building shell, prior to a Certificate of Occupancy (CO) being issued.
3. The developer agrees to investigate additional methods to reduce/mitigate stormwater issues, and those methods shall be in addition to the required NSB minimum standards/requirements and not as alternate SWM designs.
4. The PUD documents shall clearly state that the developer is responsible in perpetuity for maintenance of all site improvements including all stormwater infrastructure.
5. All businesses located within the Medical Wellness Center shall be limited to standard Monday – Friday operating hours of 8am to 5pm.
6. The Project Site Plans shall include a site lighting photometric analysis to minimize site lighting spill past the site's property lines.

**Recommendation**

The Development Services Department recommends the City Commission approve the requested rezoning amendment to create the New Smyrna Beach Medical Complex and Wellness Center Planned Unit Development (PUD) under its attached Master Development Agreement (MDA) and Conceptual Master Plan (CMP), contingent on the results of the companion application for Historic Tree Removal (HTR-4-24, to also be heard at the following/July 22. 2025 City Commission meeting) being incorporated into this application.

**Fiscal Analysis:**
N/A

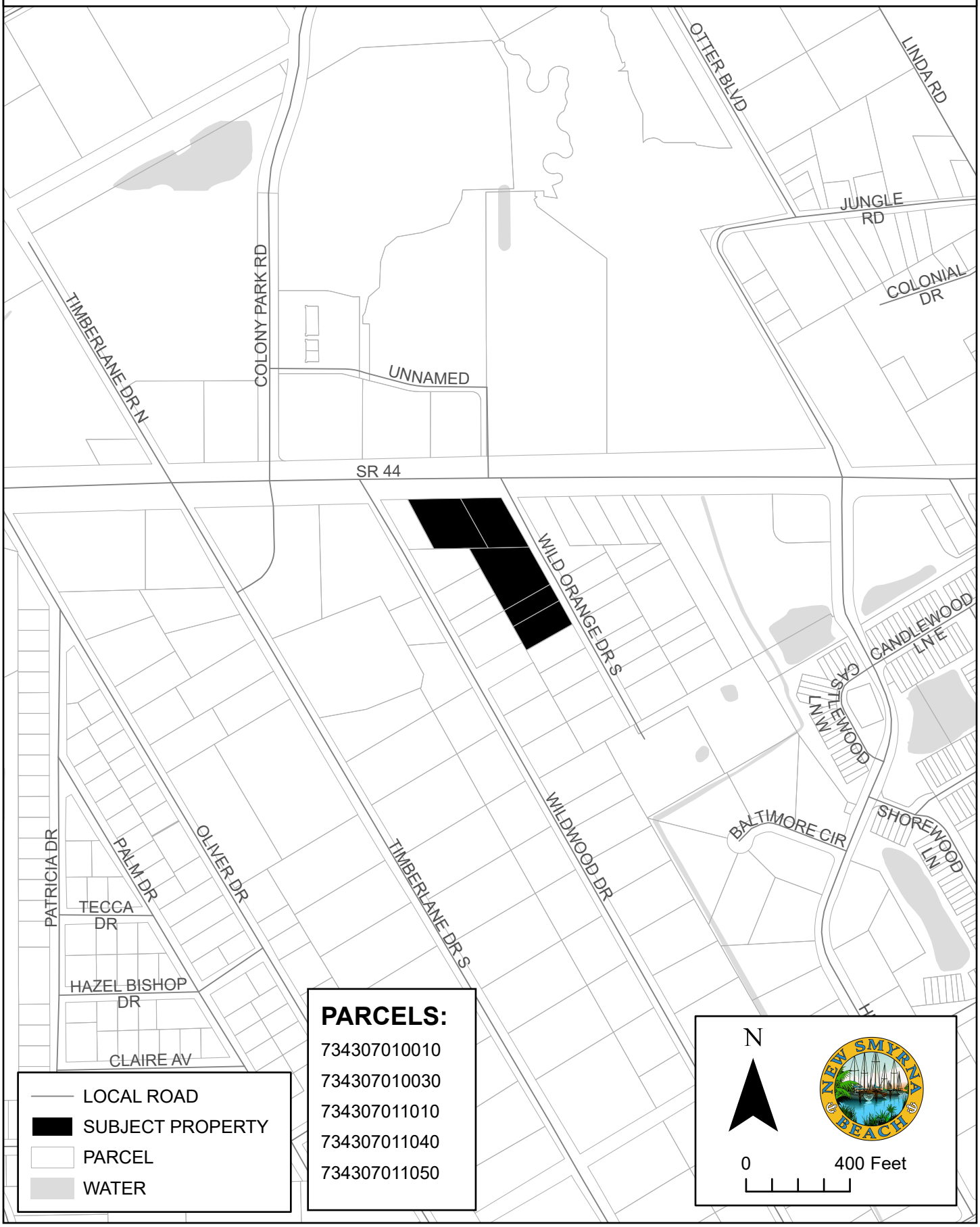
**Strategic Plan Item:**
No

Staff Report Created By: Shane Corbin - Developmental Services Director

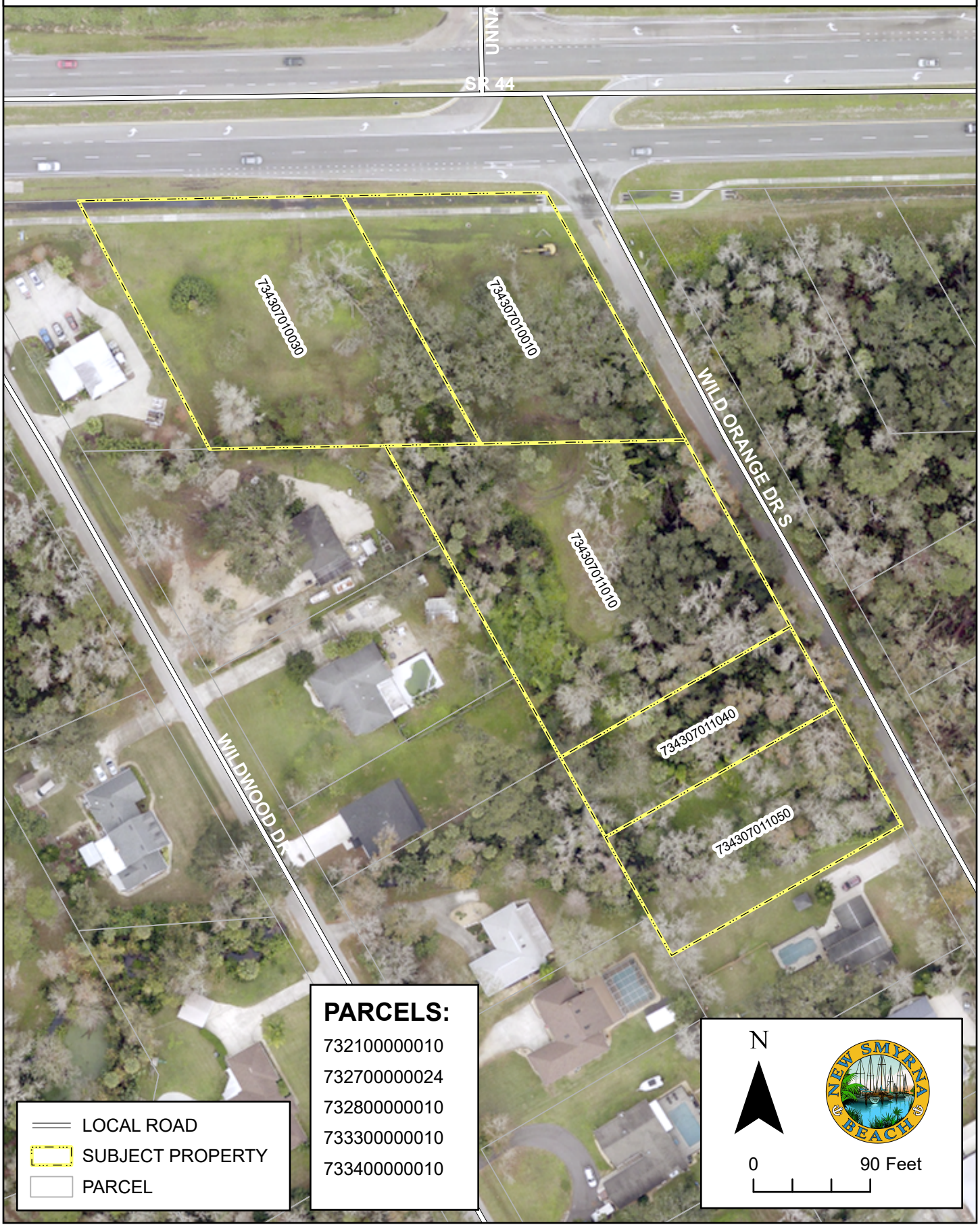
**Attachments:**

Ex. A Location Map.pdf
Ex. B Aerial Map.pdf
Ex. C Existing Zoning Map.pdf
Ex. D Existing FLU Map.pdf
Ex. E Survey and Legal Description 4-30-24.pdf
Ex. F NSB Medical Complex and Wellness Center MDA 6-25-25 - Planning Board Version UPDATED 6-25-25 CLEAN.pdf
Ex. G-1 Conceptual Site Plan sheets - 3 total, all labeled as B-1, 6-20-25
Ex. G-2 Architectural Elevations and Floor Plans_5.3.24.pdf
Ex. G-3 Conceptual Landscape Plan - 2 sheets.pdf
Ex. G-4 Monument Sign Detail 6-7-24.pdf
Ex. H Commision Minutes 2-11-25 re HTR-4-24
Ex. I Expired MDA for prior Coronado Office Park.pdf
Business Impact Estimate - Ord 39-25 NSB Medical and Wellness PUD MDA.pdf
Ord 39-25 NSB Medical and Wellness PUD MDA.pdf

# PUD-4-22: MEDICAL COMPLEX AND WELLNESS CENTER LOCATION MAP

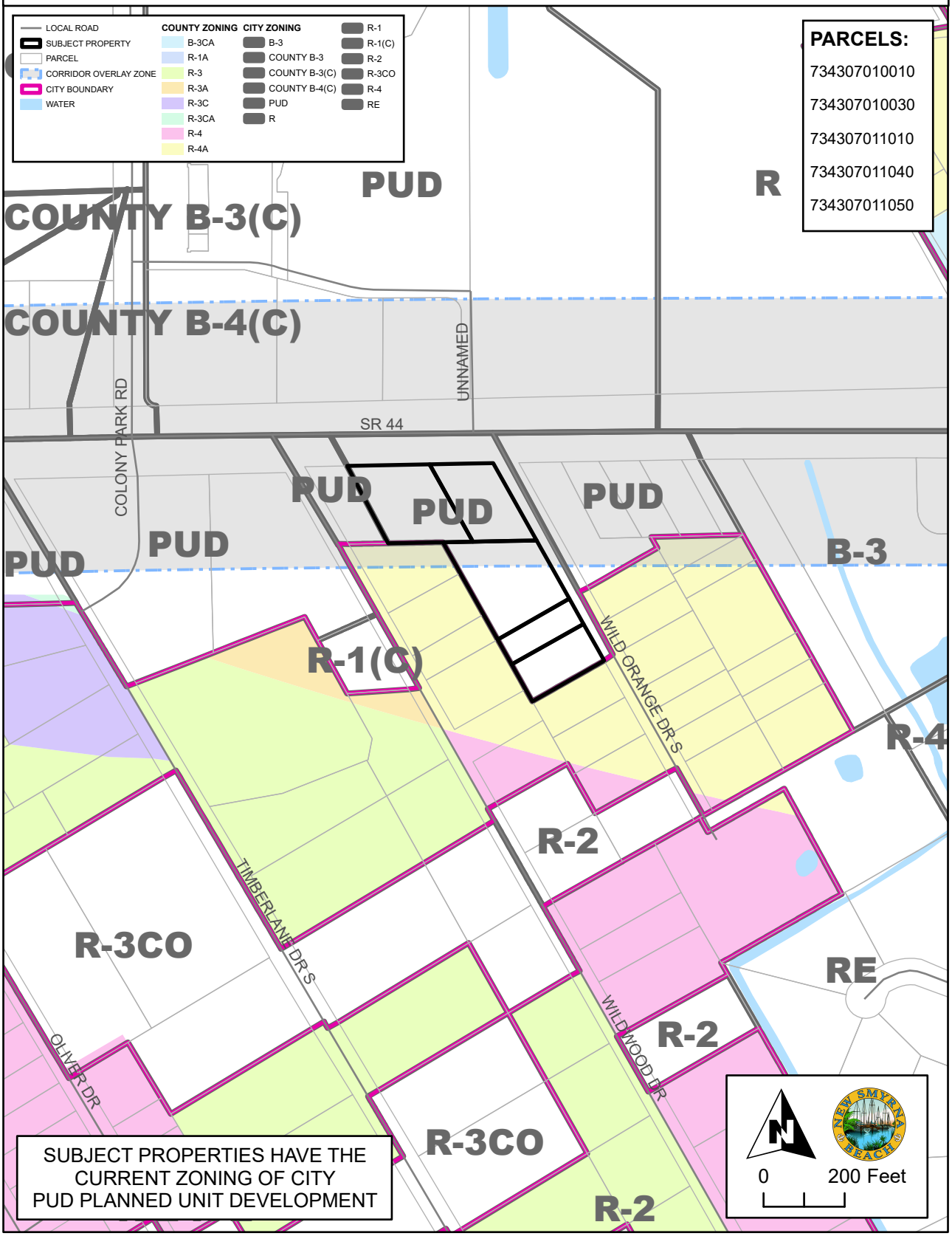


# PUD-4-22: MEDICAL COMPLEX AND WELLNESS CENTER AERIAL MAP



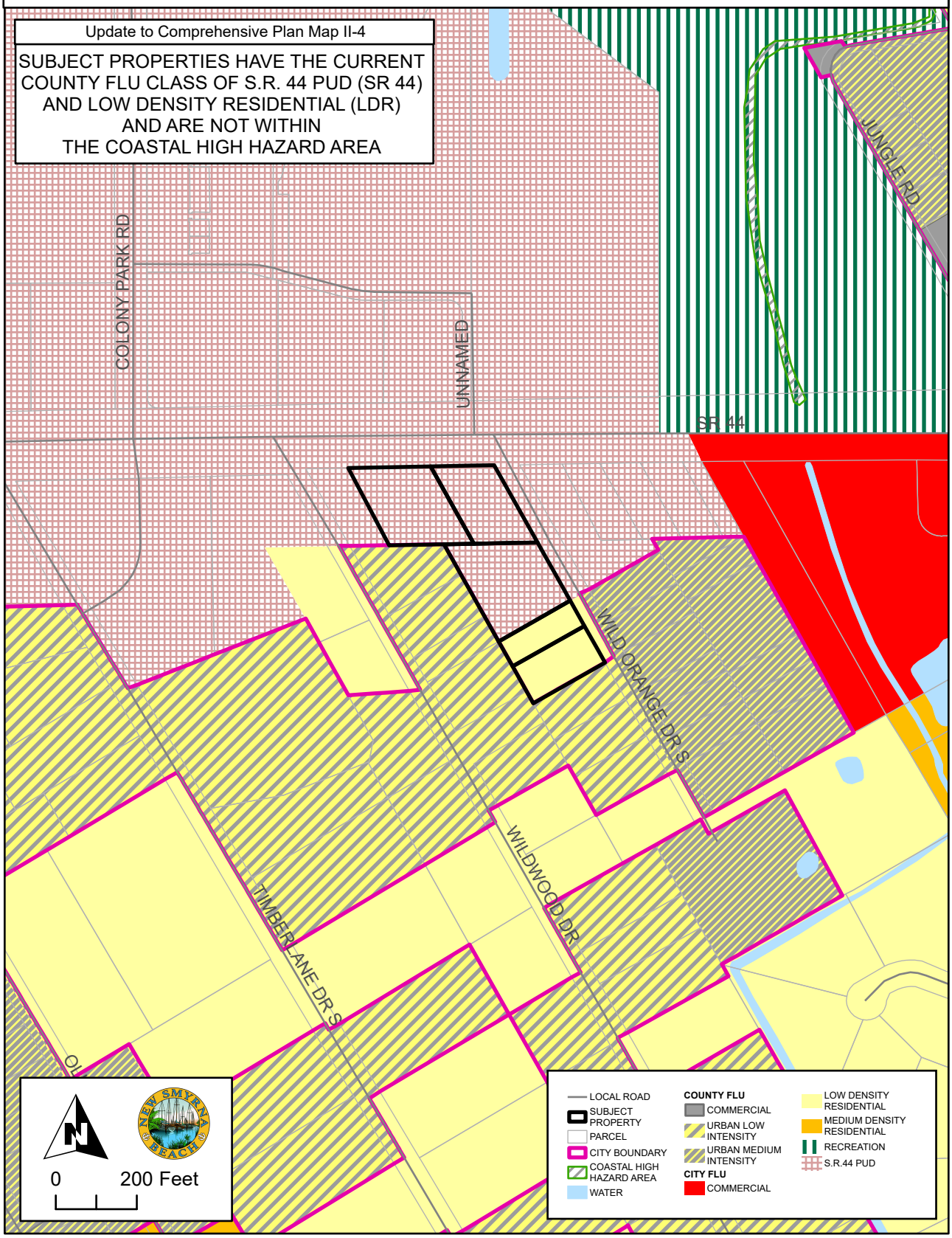
# EXISTING ZONING

PUD-4-22



# EXISTING FUTURE LAND USE DESIGNATIONS

PUD-4-22



NOTE : PROGRESS DRAWING

SCALE: 1" = 40'

- ○ DENOTES 5/8" IRON ROD W/ CAP "LB 7220" SET
- □ DENOTES 4" X 4" CONCRETE MONUMENT (NO IDENTIFICATION) RECOVERED
- ⊙ DENOTES 5/8" IRON ROD W/ CAP "LB 2599" RECOVERED

## TREE LEGEND

O = DENOTES OAK TREE *(W/ APPROX. DIAMETER IN INCHES INDICATED)
C = DENOTES CEDAR (TYPICAL)
PA = DENOTES PRICKLY ASH
M = DENOTES MAPLE
E = DENOTES ELM
SG = DENOTES SWEET GUM
HIC = DENOTES HICKORY
MAG = DENOTES MAGNOLIA
HOLLY = DENOTES HOLLY
o = DENOTES APPROXIMATE TREE LOCATION
DENOTES TREE 36" DIAMETER OR LARGER

* UTILITY LOCATIONS SHOWN PER VISIBLE EVIDENCE FOUND IN THE FIELD AND PER UTILITIES COMMISSION OF NEW SMYRNA BEACH. CLIENT AND / OR CONTRACTOR MUST VERIFY LOCATIONS WITH THE APPROPRIATE UTILITY PROVIDER PRIOR TO CONSTRUCTION.

PLAT OF BOUNDARY, TOPOGRAPHIC & SPECIFIC PURPOSE SURVEY OF

PARCEL 2: BEGIN AT THE INTERSECTION OF THE WEST LINE OF LOT 30, SUBDIVISION OF NAPIER AND NORTH PART OF HULL GRANT AND THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 44; THENCE ALONG SAID ROAD LINE NORTH 88 34' 48" EAST 117 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID ROAD LINE 200 FEET TO A POINT; THENCE SOUTH 29 47' 12" EAST 200 FEET TO A POINT; THENCE SOUTH 88 34' 48" WEST 200 FEET TO A POINT; THENCE IN A STRAIGHT LINE TO THE POINT OF BEGINNING 200 FEET. BEING LOTS 3 AND 4, BLOCK 1, HAMMOCK GARDENS, AN UNRECORDED PLAT OF LOT 30 SOUTH OF HIGHWAY 44 AND OF LOT 43, BLOCK 14 OF NAPIER AND THE NORTH PART OF HULL GRANTS, PER MAP BOOK 2, PAGE 42, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3: A PART OF BLOCK 14, SOUTH OF STATE ROAD #40 ACCORDING TO THE PLAT OF NAPIER & HULL GRANTS, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS, TO-WITH; COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF LOT 30 WITH THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40; THENCE RUNNING EASTERLY AND BINDING ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40 A DISTANCE OF 417 FEET TO A POINT WHICH IS THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING EASTERLY AND BINDING ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40 A DISTANCE OF 54.58 FEET TO A POINT WHICH IS THE INTERSECTION WITH THE WEST LINE OF WILD ORANGE DRIVE, A 50 FOOT ROAD WAY; THENCE SOUTH 29 47' 12" EAST A DISTANCE OF 200 FEET TO A POINT IN THE WEST LINE OF WILD ORANGE DRIVE; THENCE WESTERLY AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40 A DISTANCE OF 54.58 FEET TO A POINT; THENCE NORTHERLY AND PARALLEL TO THE WEST LINE OF WILD ORANGE DRIVE A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. (ALSO KNOWN AND DESCRIBED AS LOT 1, BLOCK 1, OF HAMMOCK GARDENS, AN UNRECORDED SUBDIVISION).

AND

BEGIN AT THE INTERSECTION OF THE WEST LINE, LOT 30, SUBDIVISION OF NAPIER AND NORTH PART OF HULL GRANT AND THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 40; THENCE NORTH 88 34' 48" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 317 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 47' 12" EAST 100 FEET; THENCE SOUTH 29 47' 12" EAST 200 FEET; THENCE SOUTH 88 47' 12" WEST 100 FEET; THENCE NORTH 29 47' 12" WEST 200 FEET TO THE POINT OF BEGINNING; BEING PARTS OF LOTS 30 AND 43, SAID SUBDIVISION OF NAPIER AND NORTH PART OF HULL GRANTS, ACCORDING TO MAP RECORDED IN MAP BOOK "M", PAGE 688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 4: A PART OF BLOCK 14, SOUTH OF STATE ROAD #40 ACCORDING TO PLAT OF NAPIER & HULL GRANT, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS, TO-WIT:; COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF LOT 30 IN SAID BLOCK 14 WITH THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40; THENCE RUNNING EASTERLY AND BINDING ON THE SOUTH RIGHT OF WAY OF STATE ROAD #40 A DISTANCE OF 471.58 FEET MORE OR LESS TO THE INTERSECTION OF THE WEST LINE OF WILD ORANGE DRIVE, A 50 FOOT ROAD WAY; THENCE SOUTH 29 47' 12" EAST ALONG SAID WEST LINE OF WILD ORANGE DRIVE A DISTANCE OF 200 FEET TO A POINT WHICH IS THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID ROAD LINE 172 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 200 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF APPROXIMATELY 200 FEET TO A POINT WHICH IS 200 FEET SOUTH 29 47' 12" EAST FROM THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40; THENCE IN A STRAIGHT LINE AND PARALLEL TO STATE ROAD #40 TO THE POINT OF BEGINNING OF THIS DESCRIPTION.
(ALSO KNOWN AND DESCRIBED AS LOTS 101, 102, AND 103, BLOCK 1, OF HAMMOCK GRADENS, AN UNRECORDED SUBDIVISION.)

PARCEL 5: A PORTION OF LOT 43, BLOCK 14, MAP OF PROPERTY BELONGING TO CHAS. DOUGHERTY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN DEED BOOK "M", PAGE 688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 30, BLOCK 14 AND THE SOUTH R/W LINE OF STATE ROAD #44; THENCE NORTH 88 DEGREES 34 MINUTES 48 SECONDS EAST, 471.58 FEET ALONG THE SOUTH R/W LINE TO THE INTERSECTION OF THE WEST BOUNDARY LINE OF "WILD ORANGE DRIVE", A 50 FOOT ROAD RUNNING NORTH 29 DEGREES 47 MINUTES 12 SECONDS WEST AND INTERSECTING IN THE S/W LINE OF SAID STATE ROAD AT THE POINT AS STATED; THENCE RUNNING WITH AND BINDING ON THE WEST LINE OF "WILD ORANGE DRIVE" SOUTH 29 DEGREES 47 MINUTES 12 SECONDS EAST, 372 FEET TO THE STAKE THERE FIXED WHICH IS THE POINT OF THE LAND HEREIN DESCRIBED; THENCE AT RIGHT ANGLES WESTERLY 200 FEET; THENCE AT RIGHT ANGLES SOUTHERLY PARALLEL TO "WILD ORANGE DRIVE" TO FEET; THENCE AT RIGHT ANGLES EASTERLY 200 FEET TO THE WEST LINE OF SAID ROAD; THENCE BINDING ON SAID ROAD NORTH TO THE POINT OF BEGINNING TO FEET, ALSO DESCRIBED AS LOT 104, BLOCK 1, HAMMOCK GARDENS, UNRECORDED SUBDIVISION NO. 116.

PARCEL 6: A PORTION OF LOT 43, BLOCK 14, SUBDIVISION OF THE NAPIER AND NORTH PART OF THE HULL GRANT, AS PER MAP THEREOF RECORDED IN DEED BOOK "M", PAGE 688 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 105 FEET OF THE NORTH 547 FEET ON THE EAST LINE, SOUTH OF STATE ROAD 40, OF THE EAST 200 FEET OF THE WEST 415 FEET OF LOT 43, NAPIER AND HULL GRANT. ALSO DESCRIBED AS LOT 105 AND THE NORTH 1/2 OF LOT 106, BLOCK 1, HAMMOCK GARDENS UNRECORDED SUBDIVISION NO. 116.

SURVEYOR'S NOTES & SURVEY REPORT:
1. LEGAL DESCRIPTION PER TITLE COMMITMENT NO. CD07-111189 PROVIDED BY CLIENT OR AGENT OF CLIENT.
2. BEARINGS PER DESCRIPTION AND BASED ON THE WEST LINE OF WILD ORANGE DRIVE AS BEING S 29 47' 12" E.
3. SUBJECT TO RESTRICTIONS, RESERVATIONS, LIMITATIONS, EASEMENTS AND RIGHTS OF WAY, IF ANY, APPEARING OF RECORD PER CHAPTER 472.027 FLORIDA STATUTES, SURVEYOR IS NOT RESPONSIBLE FOR ANY EASEMENTS THAT ARE NOT PROVIDED TO HIM EXCEPT THOSE ON PLAT OF RECORD.
4. THIS SKETCH OF SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
5. THIS SKETCH OF SURVEY PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO TITLE WORK HAS BEEN PERFORMED OR PROVIDED TO THIS SURVEYOR EXCEPT AS NOTED ABOVE.
6. UNDERGROUND UTILITIES AND FEATURES NOT LOCATED.
7. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
8. DRAWING DISTANCE BETWEEN FEATURES SUCH AS WALLS OR FENCES, TREES AND PROPERTY LINE MAY BE EXAGGERATED FOR CLARITY ON THIS PROGRESS DRAWING.
9. FEATURES SHOWN BY SYMBOL ARE OF APPROXIMATE LOCATION NOT TO SCALE
10. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
11. SUBDIVISION OF THE NAPIER AND THE NORTH PART OF THE HULL GRANT ALSO RECORDED IN MAP BOOK 2, PAGE 42, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
12. ENVIRONMENTALLY SENSITIVE AREAS, IF ANY, NOT LOCATED.
13. ELEVATIONS REFER TO NAVD 1988 AND BASED ON USC & GS MONUMENT S-212, ELEVATION 27.46 FEET.

## LEGEND & ABBREVIATIONS

| | | | |
|---|---|---|---|
| (P) PLAT | PC POINT OF CURVATURE | C/L CENTERLINE | △ DELTA |
| (D) DESCRIPTION | PT POINT OF TANGENCY | P/L PROPERTY LINE | R RADIUS |
| (M) MEASURED | P/P POWER POLE | RCP REINFORCED CONCRETE PIPE | L ARC LENGTH |
| (C) CALCULATED | O/U OVERHEAD UTILITIES | CMP CORRUGATED METAL PIPE | C CHORD |
| (PR) PRORATED | A/C AIR CONDITIONER | TBM TEMPORARY BENCH MARK | T TANGENT |
| (R) RADIAL | R/W RIGHT OF WAY | 0.0 EXISTING ELEVATION | C@ CHORD BEARING |
| (NR) NON-RADIAL | | D.O.T. DEPARTMENT OF TRANSPORTATION | |
| POC POINT OF COMMENCEMENT | | USC & GS UNITED STATES COAST & GEODETIC SURVEY | |
| POB POINT OF BEGINNING | | NGVD NATIONAL GEODETIC VERTICAL DATUM | |
| DNR DEPARTMENT OF NATURAL RESOURCES | | F.I.R.M. FEDERAL INSURANCE RATE MAP | |

| SURVEY TYPE | SURVEY DATE | JOB NUMBER | PC | CALC | DRAFT | CK |
|---|---|---|---|---|---|---|
| SPECIFIC PURPOSE (TREES) | 08-06-21 | 05-21-007 | KC | AC | KC | AC |
| SKETCH OF DESCRIPTION | | | | | | |
| TOPOGRAPHIC | 08-06-21 | 05-21-007 | KC | AC | KC | AC |
| BOUNDARY | 08-06-21 | 05-21-007 | KC | AC | KC | AC |
| FOUNDATION | | | | | | |
| TREE SURVEY | 04-30-24 | 05-21-007 | KC | AC | KC | AC |
| UPDATE | | | | | | |
| UPDATE | | | | | | |
| REVISED | 04-30-24 | 05-21-007 | KC | AC | KC | AC |
| REVISED | | | | | | |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PROFESSIONAL SURVEYING & MAPPING
308 NORTH CAUSEWAY
NEW SMYRNA BEACH, FL 32169
OFFICE : (386) 428-2218



NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN. THERE MAY BE ADDITIONAL RESTRICTIONS AND/ OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER, PER FLORIDA STATUTES RULES 61G17-6.003154(6)

THE TERM CERTIFIED AS USED ON THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED ON THIS SURVEY. IT IS ALSO UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM, SAID OPINION BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. THIS SURVEYOR AND FIRM, DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS FOR THIS SURVEYOR'S OPINION. ADDITIONS, DELETIONS, OR REVISIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY, PER FLORIDA STATUTE CHAPTER RULE 61G17-6.003(2)(k)

THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE PEOPLE LISTED ABOVE AND ONLY FOR THIS PARTICULAR TRANSACTION. ANY USE OR REPRODUCTION OF THIS SURVEY WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IS PROHIBITED. USE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTIONS IS NOT AUTHORIZED. THE SURVEYOR EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO PERSON OTHER THAN THOSE LISTED SHOULD RELY UPON THIS SURVEY.


I HEREBY CERTIFY THAT THIS PLAT OF SURVEY OF THE SUBJECT PROPERTY IS TO THE BEST OF MY KNOWLEDGE, BELIEF AND INFORMATION TRUE AND CORRECT AS SURVEYED UNDER MY SUPERVISION ON THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS PLAT OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS PER F.A.C. RULE 61G17-6, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, ACCORDING TO THE FLORIDA STATUTES CH. 472.027, SUBJECT TO ANY QUALIFICATIONS NOTED HEREON.

M. ALLEN CAMPBELL PSM #6176 CERTIFICATE OF AUTHORIZATION #7220

SCALE : 1" = 40'
FILE : NAPIER & HULL GRANTS
PREPARED FOR : NEW SMYRNA BEACH WELLNESS CWNTER

MAP EFFECTIVE: 09-29-2017 THIS PROPERTY IS IN FLOOD ZONE(S) : "X"
THIS LOCATION DETERMINED BY SCALING F.I.R.M. COMMUNITY PANEL : 125155 0540 J
MAP NUMBER : 12127 C0540 J

## TREE ASSESSMENT NOTES

THE TREES LOCATED AT BACK OF LOTS 101, 102, 103, 104 ARE INVADED WITH VINES. ALSO LOTS 3,4 THE LEFT SIDE OF LOT # 105 IS ALSO INUNDATED WITH VINES. LOT #104 FROM THE BACK TO THE MIDDLE OF THE LOT LINES.
MOST O FTHE TRESS ARE NOT HEALTHY, MOSTLY DO TO THE VINES. OTHERS HAVE A FUNGUS. THIS WILL CUASE TREES TO GROW AT A SLOWER RATE. IT WILL ALSO OVER A PERIOD OF TIME KILLTHE TREE

## JURISDICTION LINE

| | | |
|---|---|---|
| Ⓐ | N 69°26'25" E | 24.86' |
| Ⓑ | N 81°58'15" E | 30.34' |
| Ⓒ | N 73°01'37" E | 48.39' |
| Ⓓ | N 66°24'47" W | 28.52' |
| Ⓔ | N 79°34'24" E | 37.65' |
| Ⓕ | N 73°01'34" E | 21.87' |
| Ⓖ | N 51°36'27" E | 14.13' |
| Ⓗ | N 51°36'28" E | 9.53' |
| Ⓘ | S 72°50'33" W | 8.86' |
| Ⓙ | S 72°50'33" W | 60.82' |
| Ⓚ | S 65°24'30" W | 33.61' |
| Ⓛ | S 80°06'33" W | 36.93' |
| Ⓜ | S 76°34'35" W | 45.65' |
| Ⓝ | S 73°19'15" W | 28.49' |

* NOTE: JURISDICTION LINE REVIEWED AND APPROVED BY JIM LEE, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REPRESENTATIVE ON MAY 31, 2007.

**Document prepared by:**
A. Joseph Posey, Jr., Esq.
Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

**Return recorded document to:**
City of New Smyrna Beach Records Clerk
210 Sams Avenue
New Smyrna Beach, FL 32168

# NEW SMYRNA BEACH MEDICAL COMPLEX AND WELLNESS CENTER PLANNED UNIT DEVELOPMENT
# MASTER DEVELOPMENT AGREEMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and FORT Investment Group LLC, a Florida limited liability company, the record title property owner (“Owner” or “Developer”), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

## 1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 3.3 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of FORT Investment Group LLC, a Florida limited liability company.

C. The Property was subject to that certain Mater Development Agreement Coronado Office Park Planned Unit Development, approved by the City and recorded at Book 6465, Page 3164, Public Records of Volusia County, Florida (the “Original Coronado Office Park MDA”). However, Original Coronado Office Park MDA has lapsed in accordance with its terms; therefore, Development of the Property will be solely governed by the provisions of this Agreement.

## 2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description and survey.

Exhibit B: Conceptual Development Plan, rev. date June 5, 2024, prepared by Mark Dowst & Associates, Inc.

Exhibit C: Architectural Elevations, rev. date May 3, 2024, prepared by BPF Design Incorporated.

Exhibit D: Landscape Plan, rev. date June 5, 2024, prepared by The Stern Design Group, P.A.,

Exhibit E: Sign Plan.

**3. DEVELOPMENT PLAN.**

A. Developer has designated the Property as "**New Smyrna Beach Medical Complex and Wellness Center** ".

B. The Property will be developed as a Planned Unit Development (PUD) pursuant to the City's Land Development Regulations (LDRs). Development shall be controlled by the LDRs and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDRs or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDRs or other City ordinance in effect at the time of development shall control.

C. Development of the Property shall be consistent with Exhibit B (Conceptual Development Plan). Exhibit B generally depicts the planned layout of buildings, parking areas, driveways, common areas, and other planned features or improvements to the Property.

D. SITE DEVELOPMENT CRITERIA. The following development criteria shall apply to the Property:

(1) Minimum lot size: 3.3 acres

(2) Maximum building height: 35 feet (2 stories)

(3) Maximum individual building footprint: 11,000 sq. ft.

(4) Minimum building separation: N/A

(5) Setbacks: side 25 ft.; front (Wild Orange Drive) 25 ft.; front (SR 44) 75 ft.; rear 25 ft.

(6) FAR: 0.25

(7) Maximum density: N/A

(8) Maximum building coverage: 15%

(9) Minimum open space: 50%

(10) Maximum impervious surface area; 40%

(11) Natural vegetation: 30% of open space, which shall be made up of existing trees or additional vegetation to create a sense of dense growth

(12) Off-street parking: 80 spaces

(13) Minimum off-street parking stall dimensions: 9 ft. x 20 ft.

(14) Off-street parking area minimum interior landscaping: 30%

(15) Minimum interior landscaping: as provided for in City LDR

(16) Landscape buffers: side 25 ft.; front (Wild Orange Drive) 25 ft.; front (SR 44) 50 ft.; rear 25 ft.

(17) Wetland buffer: 25 feet

(18) All development shall comply with the Corridor Overlay Zone requirements of the City LDR.

**4. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.**

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDRs, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

D. The Conceptual Development Plan shows the 2 different future land use designations on the Property. Most of the Property is designated SR 44 Commercial PUD and approximately 175 ft. of the southerly portion of the Property is designed Low Density Residential. In order to protect adjacent residential neighborhoods from adverse impacts of unbridled commercial development, no buildings shall be located within the area designed Low Density Residential.

**5. PERMITTED USES.**

The following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs for such uses, except to the extent specifically provided otherwise herein:

Exercise and health spas
Medical and dental clinics
Medical and dental offices
Outpatient care

All accessory uses/structures generally permitted by the LDC in association with the permitted principal uses identified above

Normal business hours for businesses operating within the Property shall be restricted to Monday through Friday from 8:00 A.M. to 5:00 P.M.

**6. INFRASTRUCTURE.**

A. Stormwater retention and drainage facilities. An on-site stormwater retention facility will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District, and the design shall comply with the enhanced stormwater standards of the City LDR. The Developer agrees to investigate incorporating additional stormwater retention areas, including the use of dry storage areas within the SR 44 frontage buffer, as part of the on-site stormwater retention facility design for the project. Any additional stormwater retention areas added to the project shall be in excess of the City LDR requirements and not be used as an alternative stormwater management design. As a condition of issuance of a certificate of occupancy, the on-site stormwater retention facility for the project shall be placed in an easement, with the City named as a party, to ensure perpetual repair and maintenance. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures. The Developer, along with its successors and assigns, agrees to adhere to the standards adopted by Ordinance 06-25, incorporated herein, notwithstanding any legislation adopted by the Florida Legislature declaring such an ordinance void ab initio. Further, should development occur on or after January 1, 2028, and the City has adopted stronger stormwater standards than those adopted by Ordinance 06-25, all such development will adhere to those enhanced standards.

B. Utilities and utility easements. All utilities will be installed underground and constructed to Utility Commission standards.

C. Access easements and right-of-way. Access easements and right-of-way will be as depicted on the Conceptual Development Plan.

D. A transportation impact analysis shall be submitted as part of the development site plan application.

**7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.**

There will be no common areas in the development.

**8. ARCHITECTURAL AND DESIGN STANDARDS.**

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, Article XII, Architectural Design Standards of the City LDR, and with the applicable provisions of the LDRs relating to architectural standards where they do not conflict with the provisions of this section.

B. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) All buildings and accessory structures shall generally be consistent with the Exhibit C (Architectural Elevations).

(6) Through the LDR site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(7) No outside display or storage shall be permitted.

(8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(9) The physical appearance of all parking lot lighting fixtures shall be consistent.

(10) A photometric analysis to ensure that no lighting on the Property will illuminate surrounding property shall be required as part of site plan review and approval.

**9. ENVIRONMENTAL CONSIDERATIONS.**

Development of the Property shall comply with the LDR tree preservation requirements. 30% of the open space required for the development shall include non-exotic natural vegetation and existing trees to create a sense of dense growth.

Developer shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

Developer shall comply with all rules, statutes, and regulations pertaining to wetlands preservation and mitigation. An easement to the benefit of the City shall be provided over the wetlands and drainage ditch located on the southerly portion of the Property, as depicted on the Conceptual Development Plan, for conservation of the wetlands and to allow maintenance of the existing drainage ditch. The Developer or the then Owner of the Property, as the case maybe, shall be responsible for the removal of all invasive plant species on the Property, and shall ensure the ongoing removal of same in perpetuity.

Burning shall not be used to clear land. After clearing, appropriate measures shall be taken by the Developer to retain prevent excessive dust or windblown sand from impacting neighboring properties, and to retain such onsite.

**10. SIGNAGE.**

The PUD shall have a uniform sign program, as follows: one (1) monument sign up to a height of 10-feet, a maximum 3-foot base and a maximum 49-square foot copy area, consistent with Exhibit E, Sign Plan; wall signage shall be permitted as outlined in Section 604.12 of the City LDR.

**11. EFFECTIVE DATE; COMPLETION SCHEDULE.**

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

B. Application shall be submitted for initial construction permits for the development, , within 24-months of the approval of this Agreement by the City Commission. The filing of an appeal of the land development order by any person shall toll the time for permitting until final resolution of the appeal.

C. Construction of all site work and the building shell shall be substantially complete within 5 years of the approval of this Agreement.

D. One 12-month extension of the scheduled initial permit application or construction completion dates may be permitted as a minor modification to this Agreement.

E. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

**12. MINOR MODIFICATIONS.**

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Unit Development approval process;

(2) Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:

a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;

b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;

d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;

e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;

b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;

c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and

d) Modifications that would unduly impact public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the Agreement.

D. Approved modifications shall be noted on the official plan documents.

**13. AMENDMENTS.**

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

**14. VARIANCES.**

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to the property owners association/s representing all property owners within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

**15. MAINTENANCE OF DEVELOPMENT STANDARDS.**

All development within the Property, whether privately owned or common area, shall continue to be bound by the standards set forth in this Agreement and any approved modifications or amendments, and applicable LDRs, and shall be maintained in compliance with the requirements. This requirement shall be subject to enforcement by the Code Enforcement Board or Special Magistrate, with all remedies as provided in ch. 162, Florida Statutes.

**16. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.**

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

**17. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.**

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

**18. VENUE AND SEVERABILITY.**

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

**IN WITNESS WHEREOF**, the parties hereto attached their hands and seals on the dates set forth below.

**[Signature pages following]**

Signed, sealed and delivered in the presence of:

**THE CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation**

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Fred Cleveland, Mayor

Attest:

_____
Witness 2

By: _____
Sharon Taylor-Harding, City Clerk

_____
Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [_] physical presence or [_] online notarization, this _____ day of _____, 201_ by Fred Cleveland and Sharon Taylor-Harding , Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

**FORT Investment Group LLC**, a Florida limited liability company

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Name: Ellis Fort
Title: Manager

_____
Witness 2

_____
Print Name of Witness 2

Date: _____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [_] physical presence or [_] online notarization, this _____ day of _____, 201_, by Ellis Fortas Manager of FORT Investment Group LLC, referred to in this agreement as “Owner” and “Developer”. He is [_] personally known to me or [_] has produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

**Approved as to legal form:**

By: _____
Carrie Avallone, City Attorney

**[Exhibit pages attached:]**

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**EXHIBIT A**

**Legal Description of the Property**

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**EXHIBIT B**

**Conceptual Development Plan**

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**EXHIBIT C**

**Architectural Elevations**

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**EXHIBIT D**

**Landscape Plan**

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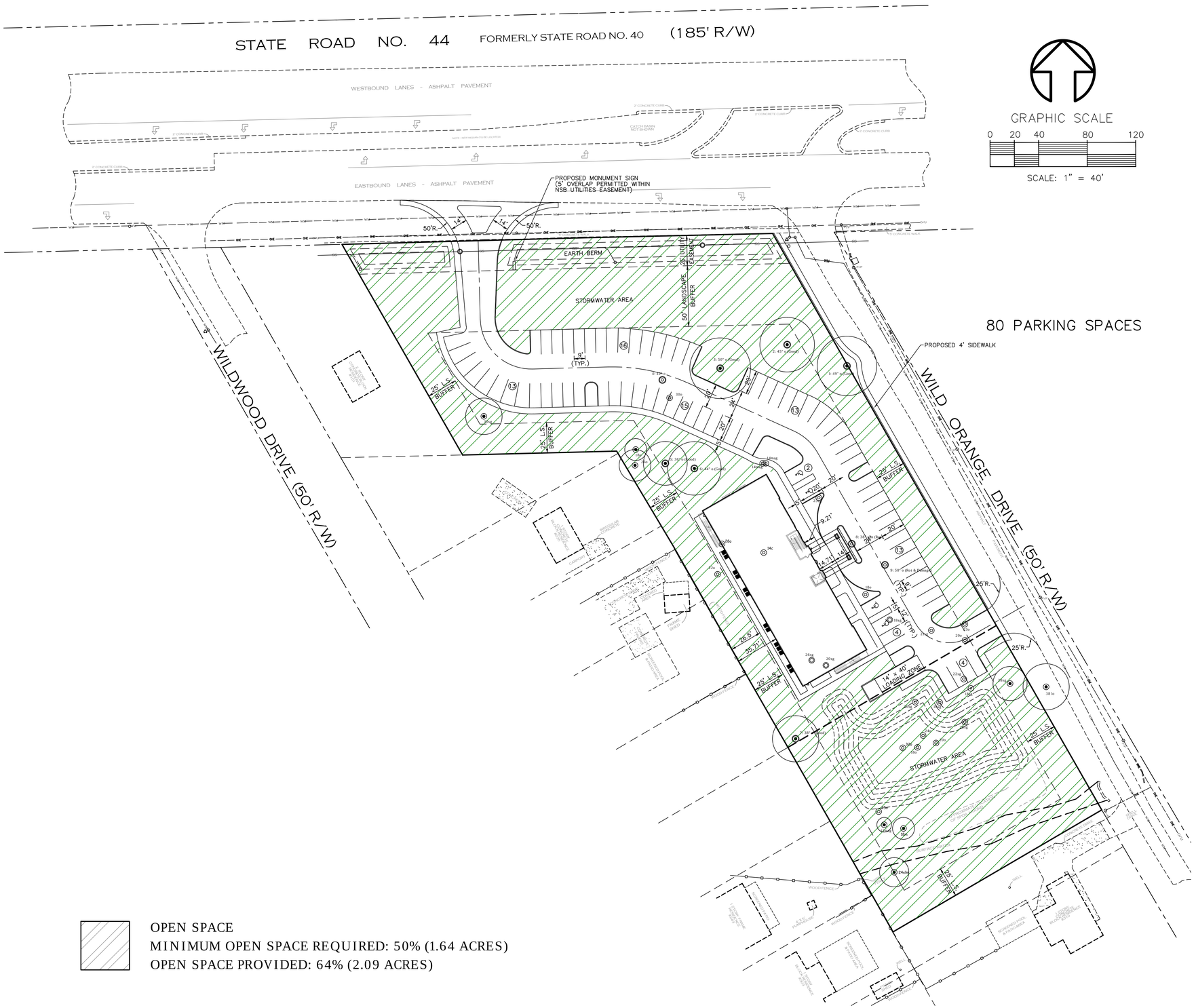
**EXHIBIT E**

**Sign Plan**




OPEN SPACE
MINIMUM OPEN SPACE REQUIRED: 50% (1.64 ACRES)
OPEN SPACE PROVIDED: 64% (2.09 ACRES)

## SITE DATA

EXISTING FUTURE LAND USE: SR44 PUD, LDR
PROPOSED FUTURE LAND USE: SR44 PUD, LDR
EXISTING ZONING: PUD
PROPOSED ZONING: PUD
PROPOSED USE: COMMERCIAL
TOTAL PROJECT AREA: 3.27 ACRES

MINIMUM LOT AREA: 87,120 SF (2 ACRES)
MINIMUM LOT WIDTH: 300 FT
MAX. IMPERVIOUS SURFACE AREA: 40%
GROSS BUILDING FLOOR AREA: 20,000 SF (2 FLOORS)

MINIMUM LANDSCAPE BUFFERS:
FRONT(SR44): 50'
FRONT(WILD ORANGE DRIVE): 25'
REAR (WEST AND SOUTH): 25'

OPEN SPACE REQUIRED: 50% (1.64 ACRES)
OPEN SPACE AREA PROVIDED: 64% (2.09 ACRES)

NATURAL VEGETATION PRESERVATION REQUIRED: 30% (0.98 ACRES)
NATURAL VEGETATION PRESERVATION PROVIDED: 34% (1.10 ACRES)

REQUIRED PARKING: GFA X (4 SPACES / 1,000 SF GFA) = 80 SPACES
PROVIDED PARKING: 80 SPACES

## GENERAL NOTES

1. BUILDING SIZE PAD, PARKING DIMENSIONS, AND LOCATIONS ARE CONCEPTUAL; ACTUAL LOCATIONS, SIZES, AND DIMENSIONS WILL BE DETERMINED WITH FINAL SITE PLAN.
2. EXISTING VEGETATION CONSISTS OF WOODS AND AN ISOLATED WETLAND.
3. THERE ARE CURRENTLY NO KNOWN ENDANGERED SPECIES OR SPECIES WITH SPECIAL CONCERN INHABITING THE SITE.
4. TOPOGRAPHY: ELEVATIONS VARY THROUGHOUT THE SITE WITH OF EL. 7.5' NAVD 88 AT THE NORTH PROPERTY LINE TO EL. 2.5' NAVD 88 AT THE SOUTH PROPERTY LINE.
5. SCS SOIL TYPES:
   20 EAUGALLIE FINE SAND – HYDROLOGIC GROUP A/D
   55 RIVIERIA FINE SAND – HYDROLOGIC GROUP A/D
6. PARCEL FALLS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE 100YR FLOOD PLAIN) AS DETERMINED FROM FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 12127C0540 J, EFFECTIVE DATE SEPTEMBER 29, 2017.

| NO. | DATE | APPR. | REVISION |
|---|---|---|---|
| 2 | 6-19-25 | MSD | REVISED PER PLANNING AND ZONING BOARD COMMENTS |
| 1 | 08-05-24 | MSD | REVISED PER UPDATED TREE SURVEY AND BUILDING FOOTPRINT |


MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999


| SCALE | DESIGNED | DRAWN | CHECKED | DATE |
|---|---|---|---|---|
| 1" = 40' | MSD | JAY | MSD | 02-24-22 |
| | | | BY | DATE |

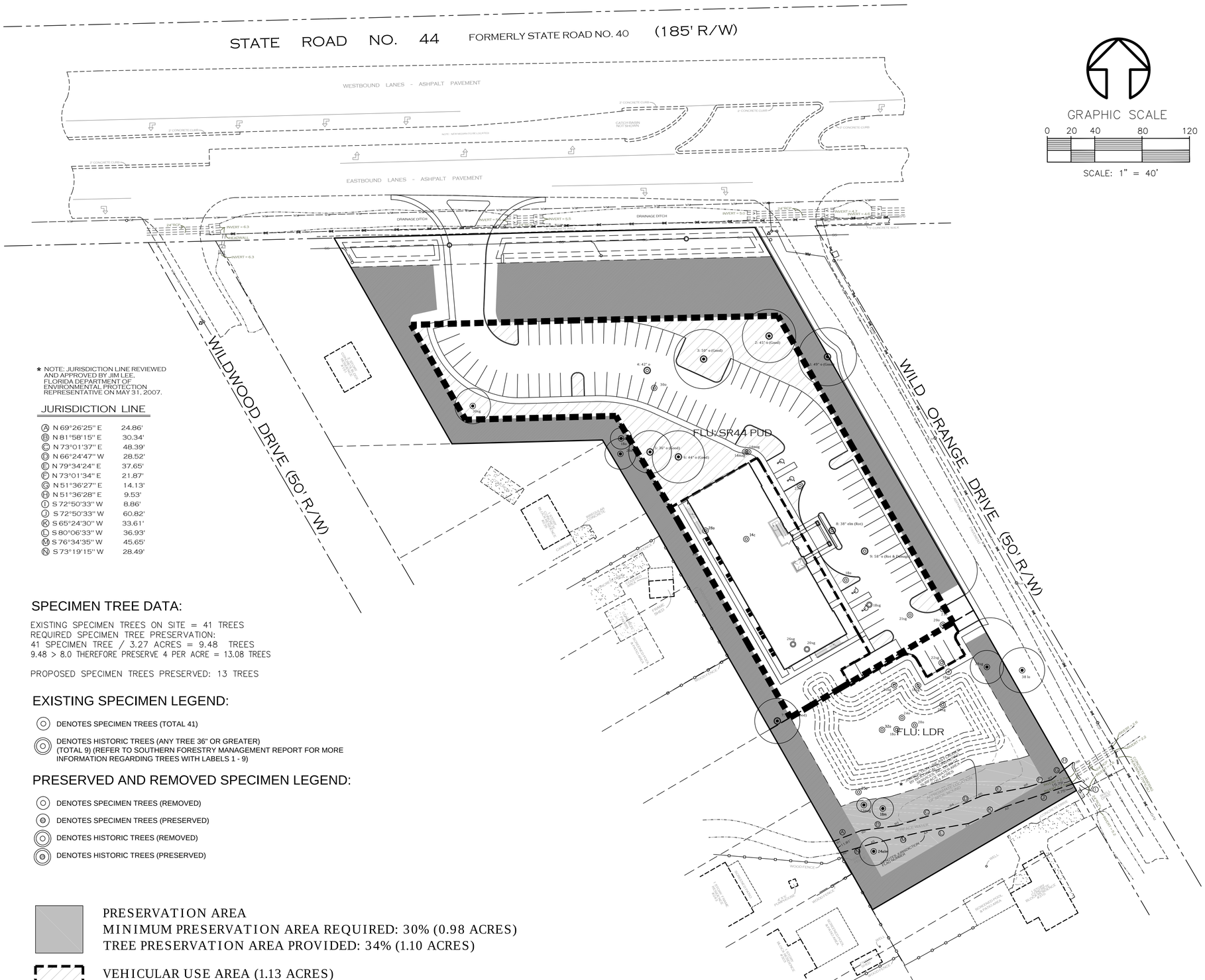
CONCEPT PLAN

N.S.B. WELLNESS CENTER

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1515 B1

1515-PUD5


STATE ROAD NO. 44
FORMERLY STATE ROAD NO. 40
(185' R/W)
WESTBOUND LANES - ASHPALT PAVEMENT
EASTBOUND LANES - ASHPALT PAVEMENT
2' CONCRETE CURB
CATCH BASIN NOT SHOWN
DRAINAGE DITCH
INVERT = 6.3
INVERT = 5.5
INVERT = 4.2
INVERT = 4.5
WILDWOOD DRIVE (50' R/W)
WILD ORANGE DRIVE (50' R/W)
FLU: SR44 PUD
FLU: LDR
WOOD FENCE
CHAIN LINK FENCE
BUILDING SETBACK LINE
UTILITY EASEMENT
DRAINAGE EASEMENT
ACCESS EASEMENT
PROPOSED 1 STORY BUILDING
PROPOSED CANOPY
PROPOSED CONCRETE SIDEWALK
PROPOSED ASPHALT PAVEMENT
PROPOSED CONCRETE CURB
PROPOSED CONCRETE VALLEY GUTTER
PROPOSED CONCRETE DRIVEWAY
PROPOSED CONCRETE DUMPSTER PAD
PROPOSED CONCRETE WHEELCHAIR RAMP
PROPOSED CONCRETE HANDICAP PARKING SIGN
PROPOSED CONCRETE HANDICAP PARKING STRIPING
PROPOSED CONCRETE DIRECTIONAL SIGN
PROPOSED CONCRETE STOP SIGN
PROPOSED CONCRETE ONE WAY SIGN
PROPOSED CONCRETE DO NOT ENTER SIGN
PROPOSED CONCRETE WALL MOUNTED LIGHT
PROPOSED CONCRETE POLE MOUNTED LIGHT
PROPOSED CONCRETE FIRE HYDRANT
PROPOSED CONCRETE WATER METER
PROPOSED CONCRETE BACKFLOW PREVENTER
PROPOSED CONCRETE AIR CONDITIONER
PROPOSED CONCRETE GENERATOR
PROPOSED CONCRETE TRANSFORMER
PROPOSED CONCRETE GAS METER
PROPOSED CONCRETE GAS TANK
PROPOSED CONCRETE GAS LINE
PROPOSED CONCRETE WATER LINE
PROPOSED CONCRETE SEWER LINE
PROPOSED CONCRETE FORCE MAIN
PROPOSED CONCRETE STORM SEWER
PROPOSED CONCRETE STORM MANHOLE
PROPOSED CONCRETE STORM INLET
PROPOSED CONCRETE STORM PIPE
PROPOSED CONCRETE STORM CULVERT
PROPOSED CONCRETE STORM DITCH
PROPOSED CONCRETE STORM POND
PROPOSED CONCRETE STORM OUTFALL
PROPOSED CONCRETE STORM CONTROL STRUCTURE
PROPOSED CONCRETE STORM DETENTION POND
PROPOSED CONCRETE STORM RETENTION POND
PROPOSED CONCRETE STORM SWALE
PROPOSED CONCRETE STORM BERM
PROPOSED CONCRETE STORM FENCE
PROPOSED CONCRETE STORM GATE
PROPOSED CONCRETE STORM SIGN
PROPOSED CONCRETE STORM LIGHT
PROPOSED CONCRETE STORM POLE
PROPOSED CONCRETE STORM TRANSFORMER
PROPOSED CONCRETE STORM GENERATOR
PROPOSED CONCRETE STORM AIR CONDITIONER
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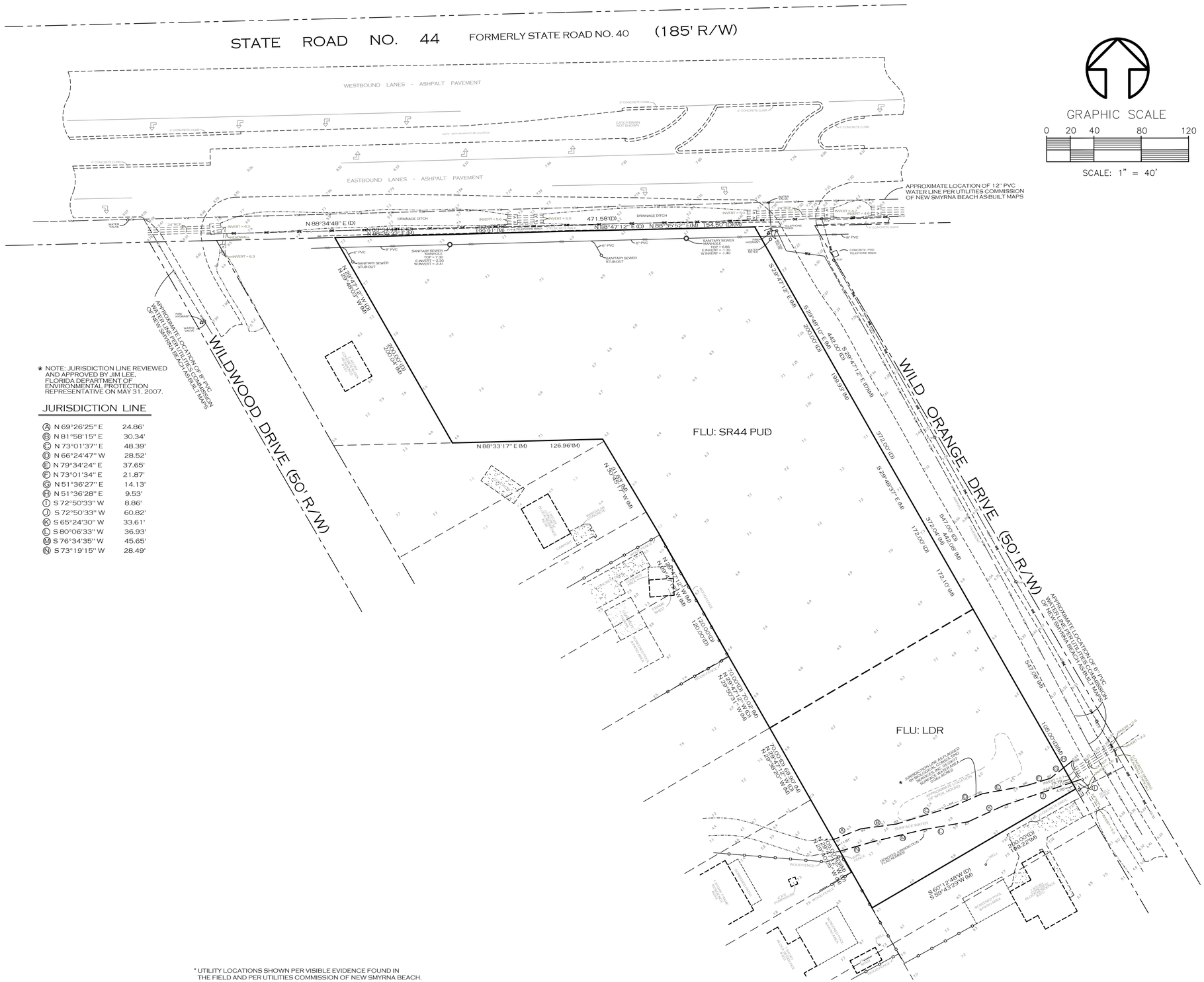
PROPOSED CONCRETE STORM WATER METER
PROPOSED CONCRETE STORM GAS METER
PROPOSED CONCRETE STORM GAS TANK
PROPOSED CONCRETE STORM GAS LINE
PROPOSED CONCRETE STORM WATER LINE
PROPOSED CONCRETE STORM SEWER LINE
PROPOSED CONCRETE STORM FORCE MAIN




GRAPHIC SCALE

0 20 40 80 120

SCALE: 1" = 40'

* NOTE: JURISDICTION LINE REVIEWED AND APPROVED BY JIM LEE, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REPRESENTATIVE ON MAY 31, 2007.

## JURISDICTION LINE

| | | |
|---|---|---|
| Ⓐ | N 69°26'25" E | 24.86' |
| Ⓑ | N 81°58'15" E | 30.34' |
| Ⓒ | N 73°01'37" E | 48.39' |
| Ⓓ | N 66°24'47" W | 28.52' |
| Ⓔ | N 79°34'24" E | 37.65' |
| Ⓕ | N 73°01'34" E | 21.87' |
| Ⓖ | N 51°36'27" E | 14.13' |
| Ⓗ | N 51°36'28" E | 9.53' |
| Ⓘ | S 72°50'33" W | 8.86' |
| Ⓙ | S 72°50'33" W | 60.82' |
| Ⓚ | S 65°24'30" W | 33.61' |
| Ⓛ | S 80°06'33" W | 36.93' |
| Ⓜ | S 76°34'35" W | 45.65' |
| Ⓝ | S 73°19'15" W | 28.49' |

* UTILITY LOCATIONS SHOWN PER VISIBLE EVIDENCE FOUND IN THE FIELD AND PER UTILITIES COMMISSION OF NEW SMYRNA BEACH. CLIENT AND / OR CONTRACTOR MUST VERIFY LOCATIONS WITH THE APPROPRIATE UTILITY PROVIDER PRIOR TO CONSTRUCTION.

| NO. | DATE | APPR. | REVISION |
|---|---|---|---|
| 1 | 06-05-24 | MSD | REVISED PER UPDATED TREE SURVEY AND BUILDING FOOTPRINT |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| SCALE | DESIGNED | DRAWN | CHECKED | DATE |
|---|---|---|---|---|
| 1" = 40' | MSD | JAY | MSD | 02-24-22 |
| | | BY | | DATE |

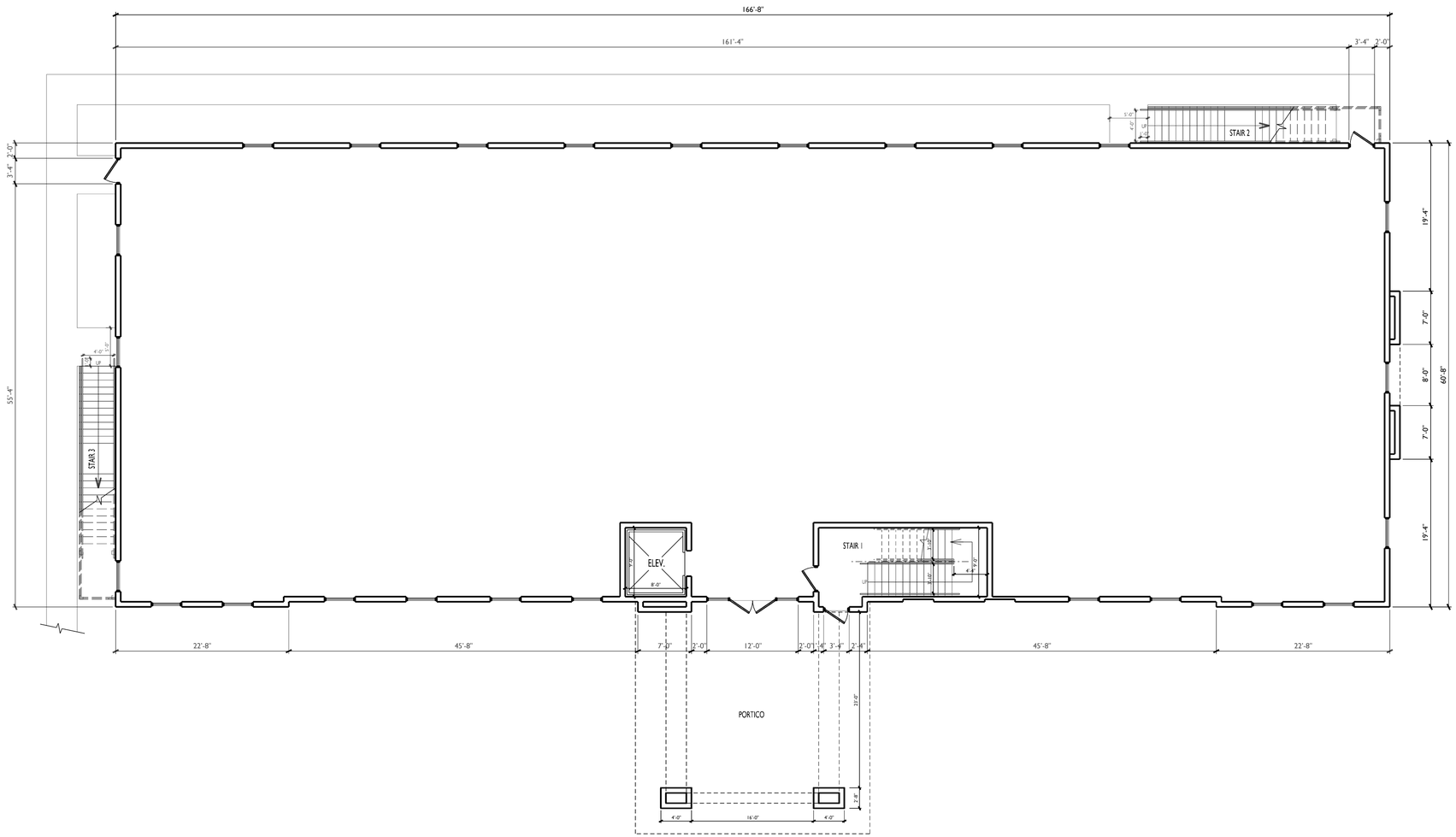
# EXISTING SITE CONDITIONS

# N.S.B. WELLNESS CENTER

# NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1515 B1

1515-PUD5




| PLUMBING FIXTURE SCHEDULE - ALL FLOORS | |
|---|---|
| FIXTURE | QTY. |
| WATER CLOSET | |
| LAVATORY | |
| SHOWER | |
| DRINKING FOUNTAIN | |
| 2-COMP. SINK | |
| WASHER | |
| WATER HEATER | |
| SERVICE SINK | |
| HAND SINK | |

| WALL LEGEND | |
|---|---|
| | INT. 3⅝ 25 G. METAL FRAME WALL W/ 5/8" GYP. ON EACH SIDE |
| | EXT. CMU BLOCK WALL |

| AREA CALC. | |
|---|---|
| FLOOR 1 (A/C): | 10,000 SF GROSS |
| FLOOR 2 (A/C): | 10,000 SF GROSS |
| COVERED PORTICO: | 600 SF GROSS |
| TOTAL UNDER ROOF (A/C): | 20,600 SF GROSS |

A / A3 PROPOSED FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"

GENERAL NOTES:

ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS.
ALL WORK MUST COMPLY WITH THE 2023 8TH EDITION (EXPOSURE "C") OF THE FLORIDA BUILDING CODE SECT. 1609/ 137 MPH WIND LOAD AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET TBL
WIND IMPORTANCE FACTOR IS "1.0" AND THE BUILDING CATEGORY IS "ENCLOSED"
INTERNAL PRESSURE COEFFICIENT IS .18 IN ACCORDANCE WITH ASCE 7-22

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REVISIONS

# DR. FORT MEDICAL OFFICE BUILDING

OWNER: ELLIS FORT, PRESIDENT, FORT INVESTMENT GROUP, 502 PALMETTO STREET, FL 32168
PROJECT LOCATION: STATE ROAD 44, NEW SMYRNA BEACH, FL
GENERAL CONTRACTOR: TO BE DETERMINED

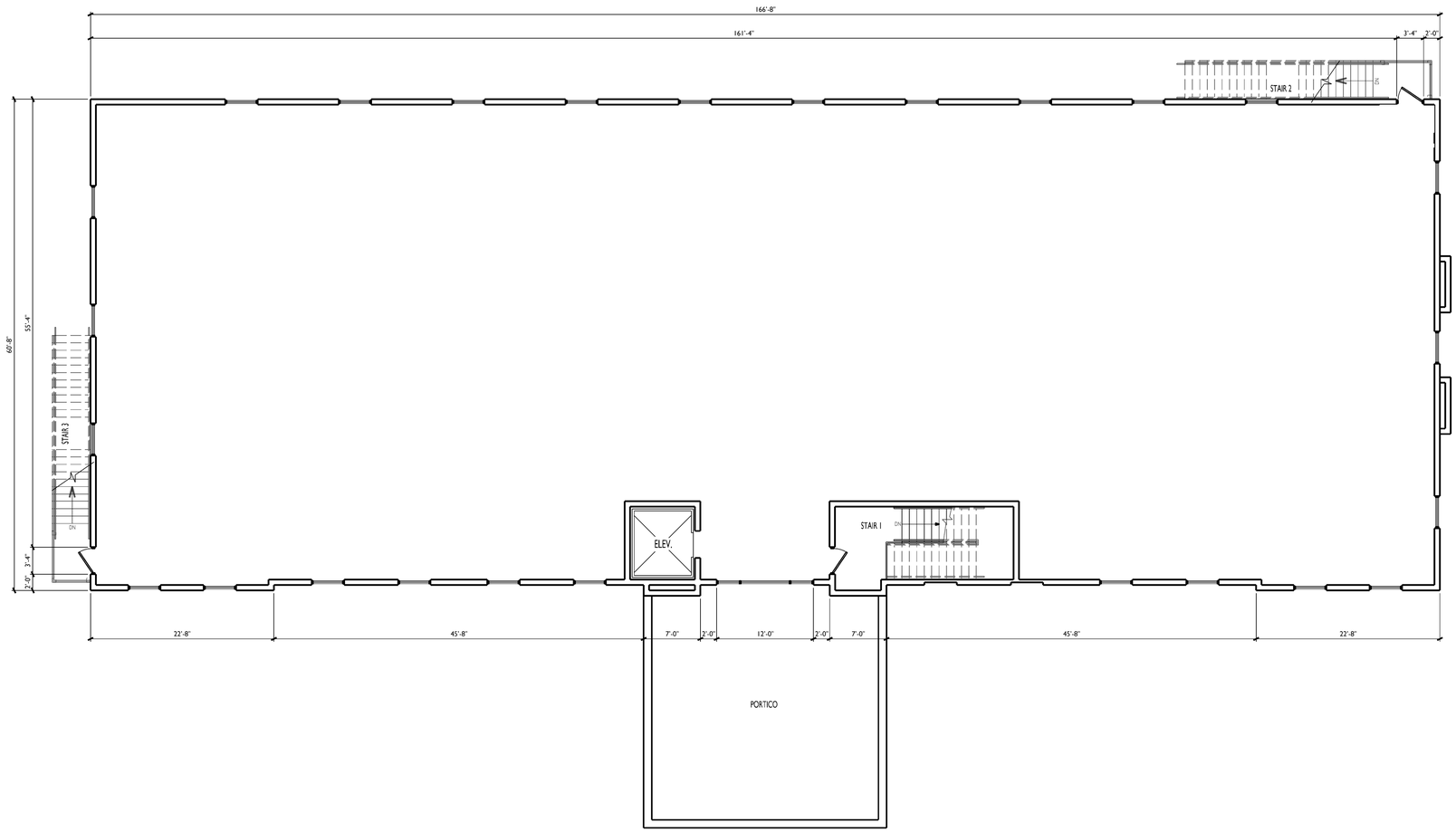
BPF
DESIGN INCORPORATED
ARCHITECTURE, DESIGN, & DRAWING SERVICES
BRIAN P. FREDLEY, ASSOC. AIA, PROJECT MANAGER
DALLAS B. PEACOCK, AIA, ARCHITECT
# AR 0009706
207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0502 FX: (386) 257-1050
E-MAIL: bpfdesign@cfl.rr.com WEBSITE: bpfdesign.net

PROPOSED FIRST FLOOR PLAN

DATE: MAY 3, 2024
SCALE: 1/8"=1'-0"
SHT NO. A3

0 2' 6' 14' 20'

ARCHITECT'S / ENGINEER'S SEAL




| WALL LEGEND | |
|---|---|
| | INT. 3⅝ 25 G. METAL FRAME WALL W/ 5/8" GYP. ON EACH SIDE |
| | EXT. CMU BLOCK WALL |

| AREA CALC. | |
|---|---|
| FLOOR 1 (A/C): | 10,000 SF GROSS |
| FLOOR 2 (A/C): | 10,000 SF GROSS |
| COVERED PORTICO: | 600 SF GROSS |
| TOTAL UNDER ROOF (A/C): | 20,600 SF GROSS |

# A/A4 PROPOSED SECOND FLOOR PLAN

SCALE: 1/8"=1'-0"

GENERAL NOTES:

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GENERAL CONTRACTOR: TO BE DETERMINED

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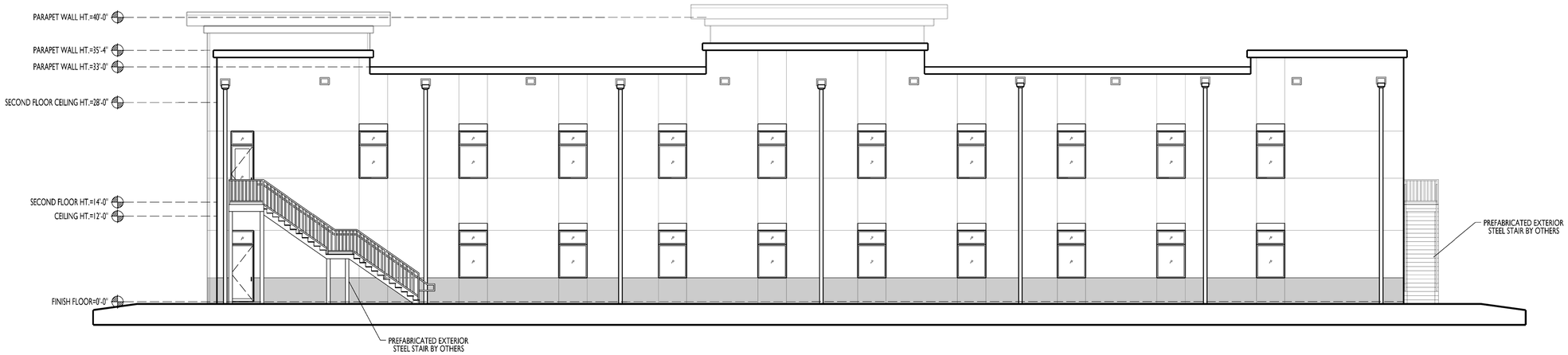
E-MAIL: bpfdesign@cfl.rr.com WEBSITE: bpfdesign.net

PROPOSED SECOND FLOOR PLAN

DATE: MAY 3, 2024
SCALE: 1/8"=1'-0"
SHT NO. A4

0 2' 6' 14' 20'

ARCHITECT'S / ENGINEER'S SEAL




A/A6 BUILDING ELEVATION
WEST FACADE SCALE: 1/8"=1'-0"




A/A6 BUILDING ELEVATION
EAST FACADE SCALE: 1/8"=1'-0"

GENERAL NOTES:

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ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET TBL
WIND IMPORTANCE FACTOR IS "1.0" AND THE BUILDING CATEGORY IS "ENCLOSED"
INTERNAL PRESSURE COEFFICIENT IS .18 IN ACCORDANCE WITH ASCE 7-22

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PROJECT LOCATION: STATE ROAD 44, NEW SMYRNA BEACH, FL
GENERAL CONTRACTOR: TO BE DETERMINED

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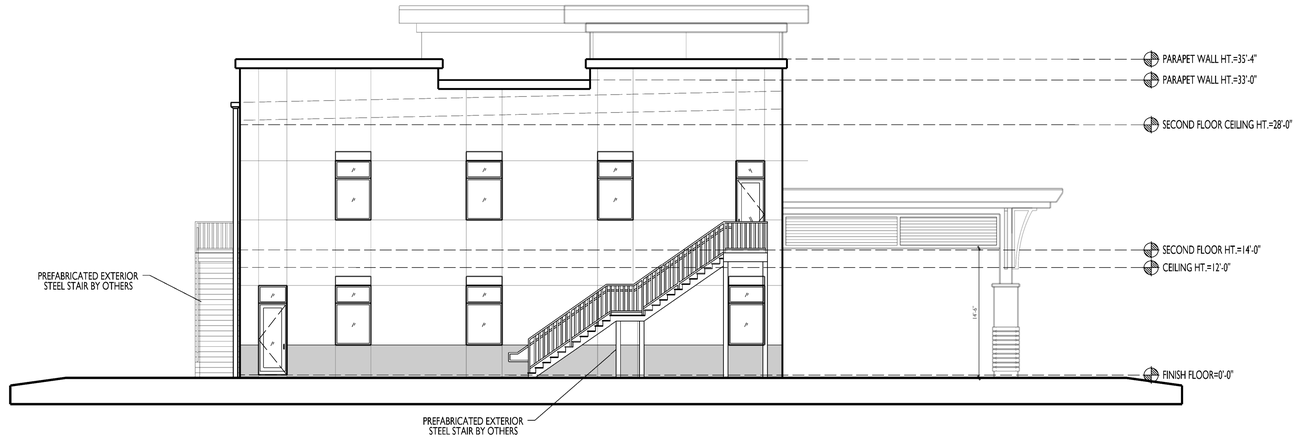
E-MAIL: bpfdesign@cfl.rr.com WEBSITE: bpfdesign.net

BUILDING ELEVATIONS

DATE: MAY 3, 2024
SCALE: 1/8"=1'-0"
SHT NO. A6

0' 2' 6' 14' 20'

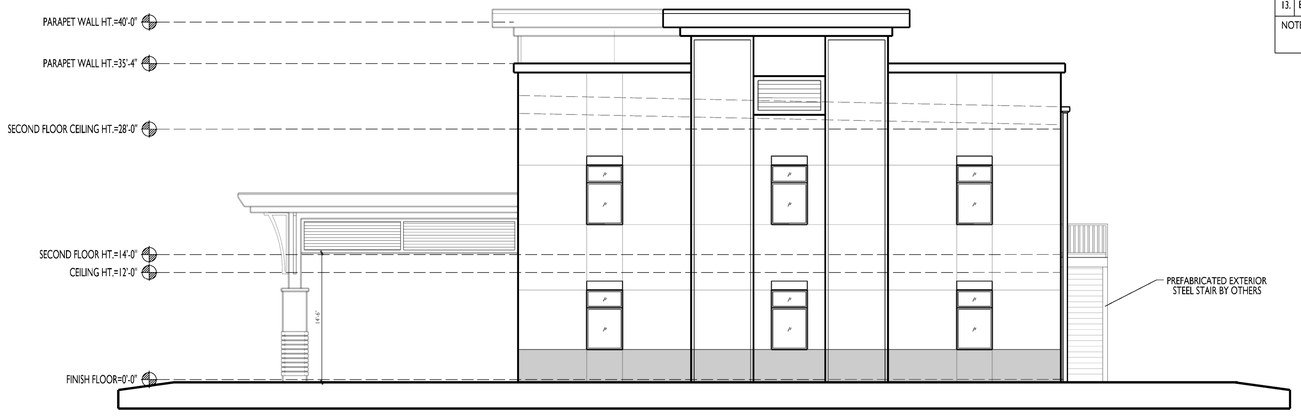
ARCHITECT'S / ENGINEER'S SEAL




# A/A7 BUILDING ELEVATION
## SOUTH FACADE SCALE: 1/8"=1'-0"

| | BUILDING / MATERIAL COLOR SCHEDULE | | |
|---|---|---|---|
| | BUILDING ELEMENT | MATERIAL | SPECIFIED COLOR |
| 1. | MAIN WALLS | CMU BLOCK W/ STUCCO | COLOR WHEEL - SW 6252 ICE CUBE |
| 2. | NOT USED | | |
| 3. | ACCENT WALL | CMU BLOCK W/ STUCCO | COLOR WHEEL - SW 7066 GRAY MATTERS |
| 4. | LOWER WALL | CMU BLOCK W/ STUCCO | COLOR WHEEL - SW 7067 CITYSCAPE |
| 5. | PREFAB CORNICE | PVC OR FOAM W/ TEXTURE FINISH | COLOR WHEEL - SW 7005 PURE WHITE |
| 6. | CANTILEVER CANOPY | ALUMINUM | MANUF. WHITE |
| 7. | LOW SLOPE ROOF - 1/4 : 12 PITCH | MTL. / STANDING SEAM METAL | WHITE |
| 8. | DOOR/WINDOW FRAME | ALUM. STOREFRONT/VINYL | MANUF. BLACK |
| 9. | RECESSED STRIPES | CONC. TILTWALL W/ TEXTURE FINISH | MATCH PANEL COLOR |
| 10. | METAL DOWNSPOUTS | ALUMINUM FACTORY | COLOR WHEEL - SW 6252 ICE CUBE |
| 11. | MAN DOORS | MTL. FACTORY | MANUF. WHITE |
| 12. | SIGNAGE [A] | BY OTHERS | BY OTHERS |
| 13. | EXTERIOR COLUMNS | CMU W/ STUCCO & DECORATIVE PANELS | DARK / MED. BROWN |

NOTES: A) SIGNAGE TO MEET REQUIREMENTS OF SEC 6.10 OF DAYTONA BEACH LDC
B) ALL WALL MOUNTED EQUIPMENT TO BE PAINTED TO MATCH WALL




# A/A7 BUILDING ELEVATION
## NORTH FACADE SCALE: 1/8"=1'-0"

GENERAL NOTES:

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OF THE FLORIDA BUILDING CODE SECT. 1609/ 137 MPH WIND LOAD
AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE
AS SPECIFIED ON SHEET TBL
WIND IMPORTANCE FACTOR IS "1.0" AND THE BUILDING CATEGORY IS "ENCLOSED"
INTERNAL PRESSURE COEFFICIENT IS .18 IN ACCORDANCE WITH ASCE 7-22

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REVISIONS

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PROJECT LOCATION: STATE ROAD 44, NEW SMYRNA BEACH, FL
GENERAL CONTRACTOR: TO BE DETERMINED

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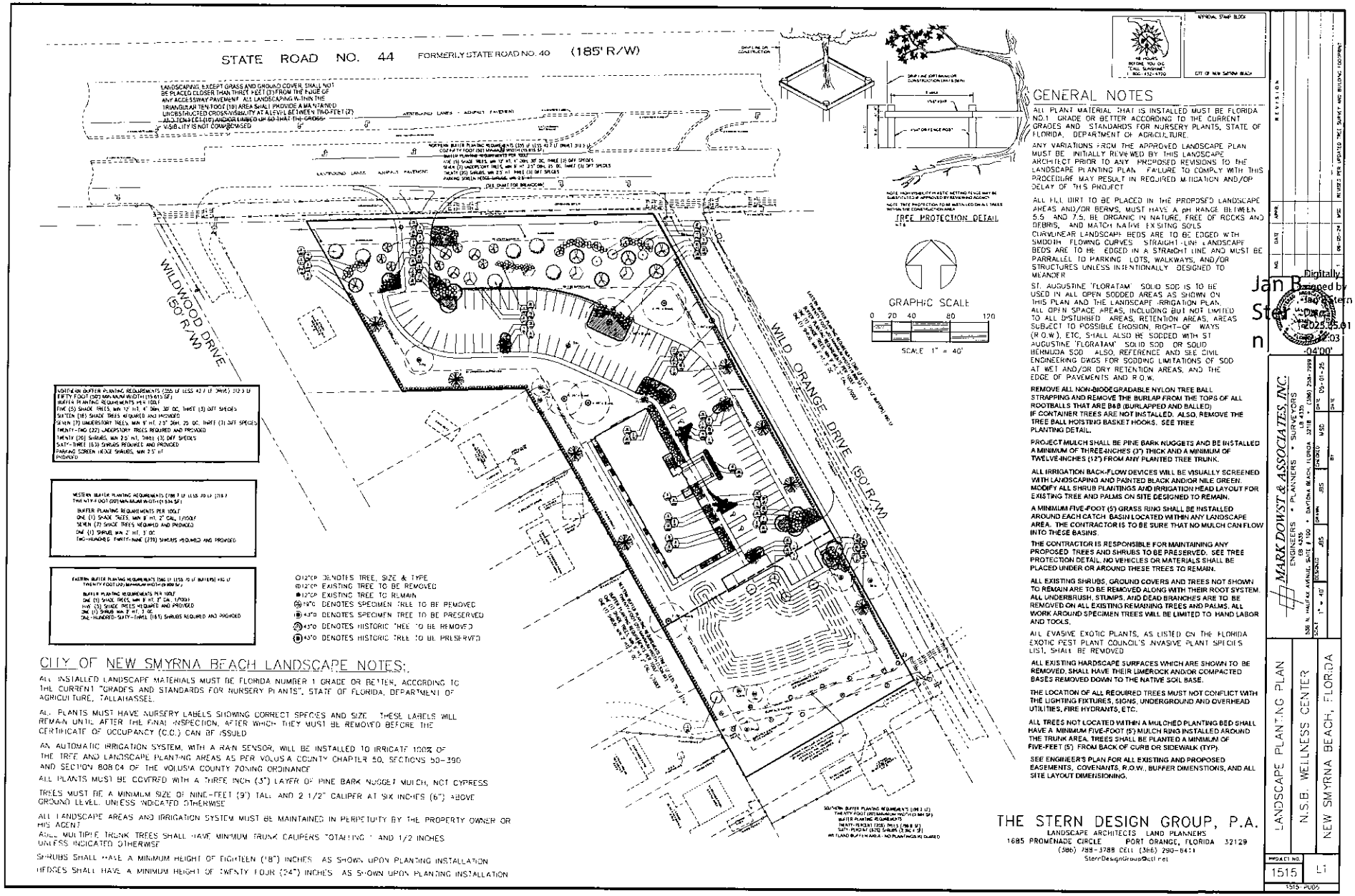
BUILDING ELEVATIONS

DATE: MAY 3, 2024
SCALE: 1/8"=1'-0"
SHT NO. A7

0 2' 6' 14' 20'

ARCHITECT'S / ENGINEER'S SEAL




## GENERAL NOTES

ALL PLANT MATERIAL THAT IS INSTALLED MUST BE FLORIDA NO.1 GRADE OR BETTER ACCORDING TO THE CURRENT GRADES AND STANDARDS FOR NURSERY PLANTS, STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.

ANY VARIATIONS FROM THE APPROVED LANDSCAPE PLAN MUST BE INITIALLY REVIEWED BY THIS LANDSCAPE ARCHITECT PRIOR TO ANY PROPOSED REVISIONS TO THE LANDSCAPE PLANTING PLAN. FAILURE TO COMPLY WITH THIS PROCEDURE MAY RESULT IN REQUIRED MITIGATION AND/OR DELAY OF THIS PROJECT

ALL FILL DIRT TO BE PLACED IN THE PROPOSED LANDSCAPE AREAS AND/OR BERMS, MUST HAVE A pH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, AND MATCH NATIVE EXISTING SOILS

CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE AND MUST BE PARRALLEL TO PARKING LOTS, WALKWAYS, AND/OR STRUCTURES UNLESS INTENTIONALLY DESIGNED TO MEANDER

ST. AUGUSTINE 'FLORATAM' SOLID SOD IS TO BE USED IN ALL OPEN SODDED AREAS AS SHOWN ON THIS PLAN AND THE LANDSCAPE IRRIGATION PLAN. ALL OPEN SPACE AREAS, INCLUDING BUT NOT LIMITED TO ALL DISTURBED AREAS, RETENTION AREAS, AREAS SUBJECT TO POSSIBLE EROSION, RIGHT-OF WAYS (R.O.W.), ETC. SHALL ALSO BE SODDED WITH ST AUGUSTINE 'FLORATAM' SOLID SOD OR SOLID BERMUDA SOD. ALSO, REFERENCE AND SEE CIVIL ENGINEERING DWGS FOR SODDING LIMITATIONS OF SOD AT WET AND/OR DRY RETENTION AREAS, AND THE EDGE OF PAVEMENTS AND R.O.W.

**REMOVE ALL NON-BIODEGRADABLE NYLON TREE BALL STRAPPING AND REMOVE THE BURLAP FROM THE TOPS OF ALL ROOTBALLS THAT ARE B&B (BURLAPPED AND BALLED) IF CONTAINER TREES ARE NOT INSTALLED. ALSO, REMOVE THE TREE BALL HOISTING BASKET HOOKS. SEE TREE PLANTING DETAIL.**

**PROJECT MULCH SHALL BE PINE BARK NUGGETS AND BE INSTALLED A MINIMUM OF THREE INCHES (3") THICK AND A MINIMUM OF TWELVE INCHES (12") FROM ANY PLANTED TREE TRUNK.**

**ALL IRRIGATION BACK-FLOW DEVICES WILL BE VISUALLY SCREENED WITH LANDSCAPING AND PAINTED BLACK AND/OR NILE GREEN. MODIFY ALL SHRUB PLANTINGS AND IRRIGATION HEAD LAYOUT FOR EXISTING TREE AND PALMS ON SITE DESIGNED TO REMAIN.**

**A MINIMUM FIVE-FOOT (5') GRASS RING SHALL BE INSTALLED AROUND EACH CATCH BASIN LOCATED WITHIN ANY LANDSCAPE AREA. THE CONTRACTOR IS TO BE SURE THAT NO MULCH CAN FLOW INTO THESE BASINS.**

**THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ANY PROPOSED TREES AND SHRUBS TO BE PRESERVED. SEE TREE PROTECTION DETAIL. NO VEHICLES OR MATERIALS SHALL BE PLACED UNDER OR AROUND THESE TREES TO REMAIN.**

**ALL EXISTING SHRUBS, GROUND COVERS AND TREES NOT SHOWN TO REMAIN ARE TO BE REMOVED ALONG WITH THEIR ROOT SYSTEM. ALL UNDERBRUSH, STUMPS, AND DEAD BRANCHES ARE TO BE REMOVED ON ALL EXISTING REMAINING TREES AND PALMS. ALL WORK AROUND SPECIMEN TREES WILL BE LIMITED TO HAND LABOR AND TOOLS.**

ALL EVASIVE EXOTIC PLANTS, AS LISTED ON THE FLORIDA EXOTIC PEST PLANT COUNCIL'S INVASIVE PLANT SPECIES LIST, SHALL BE REMOVED

**ALL EXISTING HARDSCAPE SURFACES WHICH ARE SHOWN TO BE REMOVED, SHALL HAVE THEIR LIMEROCK AND/OR COMPACTED BASES REMOVED DOWN TO THE NATIVE SOIL BASE.**

**THE LOCATION OF ALL REQUIRED TREES MUST NOT CONFLICT WITH THE LIGHTING FIXTURES, SIGNS, UNDERGROUND AND OVERHEAD UTILITIES, FIRE HYDRANTS, ETC.**

**ALL TREES NOT LOCATED WITHIN A MULCHED PLANTING BED SHALL HAVE A MINIMUM FIVE-FOOT (5') MULCH RING INSTALLED AROUND THE TRUNK AREA. TREES SHALL BE PLANTED A MINIMUM OF FIVE-FEET (5') FROM BACK OF CURB OR SIDEWALK (TYP).**

**SEE ENGINEER'S PLAN FOR ALL EXISTING AND PROPOSED EASEMENTS, COVENANTS, R.O.W., BUFFER DIMENSTIONS, AND ALL SITE LAYOUT DIMENSIONING.**

## CITY OF NEW SMYRNA BEACH LANDSCAPE NOTES:

ALL INSTALLED LANDSCAPE MATERIALS MUST BE FLORIDA NUMBER 1 GRADE OR BETTER, ACCORDING TO THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE.

ALL PLANTS MUST HAVE NURSERY LABELS SHOWING CORRECT SPECIES AND SIZE. THESE LABELS WILL REMAIN UNTIL AFTER THE FINAL INSPECTION, AFTER WHICH THEY MUST BE REMOVED BEFORE THE CERTIFICATE OF OCCUPANCY (C.O.) CAN BE ISSUED

AN AUTOMATIC IRRIGATION SYSTEM, WITH A RAIN SENSOR, WILL BE INSTALLED TO IRRIGATE 100% OF THE TREE AND LANDSCAPE PLANTING AREAS AS PER VOLUSIA COUNTY CHAPTER 50, SECTIONS 50-390 AND SECTION 808.04 OF THE VOLUSIA COUNTY ZONING ORDINANCE

ALL PLANTS MUST BE COVERED WITH A THREE INCH (3") LAYER OF PINE BARK NUGGET MULCH, NOT CYPRESS

TREES MUST BE A MINIMUM SIZE OF NINE-FEET (9') TALL AND 2 1/2" CALIPER AT SIX INCHES (6") ABOVE GROUND LEVEL, UNLESS INDICATED OTHERWISE

ALL LANDSCAPE AREAS AND IRRIGATION SYSTEM MUST BE MAINTAINED IN PERPETUITY BY THE PROPERTY OWNER OR HIS AGENT

ALL MULTIPLE TRUNK TREES SHALL HAVE MINIMUM TRUNK CALIPERS TOTALLING 1 AND 1/2 INCHES UNLESS INDICATED OTHERWISE

SHRUBS SHALL HAVE A MINIMUM HEIGHT OF EIGHTEEN (18") INCHES AS SHOWN UPON PLANTING INSTALLATION

HEDGES SHALL HAVE A MINIMUM HEIGHT OF TWENTY FOUR (24") INCHES AS SHOWN UPON PLANTING INSTALLATION


THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS
1685 PROMENADE CIRCLE PORT ORANGE, FLORIDA 32129
(386) 788-3788 CELL (386) 290-8451
SternDesignGroup@Cfl.rr.com


Digitally signed by Jan Bryan Stern
Date: 2025.05.01 12:04:03 -04'00'

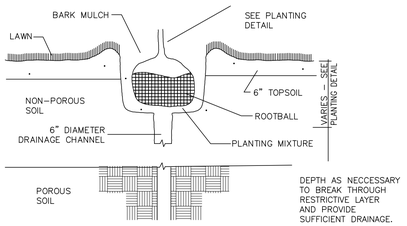

MARK DOWST & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE #100 • DAYTONA BEACH, FLORIDA 32118 • (386) 253-7999


| NO. | DATE | REVISION |
|---|---|---|
| 1 | 06-05-24 | REVISED PER UPDATED TREE SURVEY AND BUILDING FOOTPRINT |

DATE: 05-01-25
DESIGNED: MSD
DRAWN: JBS
CHECKED: JBS
SCALE: 1" = 40'

LANDSCAPE PLANTING PLAN
N.S.B. WELLNESS CENTER
NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1515 L1
1515-PUD5




DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER:

A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR INCHES (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND DRAINAGE CHANNEL IS NOT REQUIRED. IF HOWEVER, THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

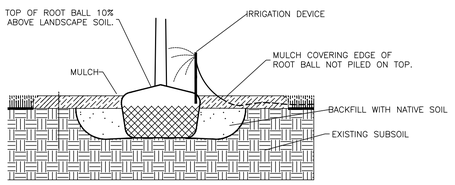
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON-POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

## DRAINAGE CHANNEL DETAIL

NOT TO SCALE



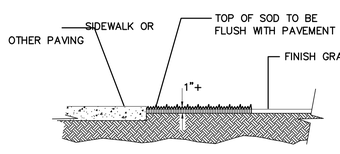

NEVER PLACE ANY SOIL OVER THE ROOT BALL. ROOT BALL SHOULD BE POSITIONED IN THE HOLE SHALLOW ENOUGH SO THE FINISHED GRADE OF THE BACKFILL SOIL DOES NOT REACH THE TOP. IN OTHER WORDS, LEAVE THE TOP FEW INCHES OF THE ROOT BALL SIDES EXPOSED TO THE AIR. MULCH WILL COVER THE REMAINING COUPLE INCHES. THE TOP OF THE ROOT BALL SHOULD BE SEVERAL INCHES HIGHER THAN THE SURROUNDING LANDSCAPE SOIL. BE SURE THAT WHEN YOU ARE FINISHED PLANTING, THERE IS NO SOIL OVER THE ROOT BALL. SOIL (AS WELL AS THICK MULCH LAYERS MORE THAN 3 INCHES DEEP) OVER THE ROOT BALL CAN PREVENT WATER AND AIR FROM ENTERING THE ROOT BALL. YOU SHOULD BE ABLE TO SEE THE TOP-MOST ROOT ORIGINATING FROM THE TRUNK AT THE SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL IN THE ROOT BALL. THE TRUNK FLARE SHOULD BE VISIBLE.

MULCH SHOULD COVER ONLY THE EDGE OF THE ROOT BALL, SINCE THICK LAYERS OVER THE ROOT BALL CAN KEEP THE TRUNK TOO MOIST OR TOO DRY AND CAN CAUSE OTHER PROBLEMS. LOCATE THE IRRIGATION DEVICE SO IT DELIVERS WATER DIRECTLY TO THE ROOT BALL. THERE IS USUALLY NO NEED TO WATER AREAS OUTSIDE THE ROOT BALL. NO AMENDMENTS OF ANY KIND ARE NECESSARY IN THE BACKFILL SOIL, BECAUSE EXTENSIVE RESEARCH CLEARLY SHOWS THAT THEY TYPICALLY DO NOT INCREASE THE SURVIVAL, NOR GROWTH AFTER PLANTING. NO SOIL BERM IS NEEDED IF TREES WILL BE IRRIGATED WITH A LOW-VOLUME DEVICE. PLACE THE BERM AT THE EDGE OF THE ROOT BALL IF THE ROOT BALL IS FINER TEXTURE THAN THE BACKFILL SOIL. THIS WILL HELP INSURE THAT WATER PERCOLATES INTO THE ROOT BALL.

STANDARD CONSTRUCTION DETAIL

PLANT LIKE THIS DETAIL

NTS.




## SOD PLACEMENT ADJ. TO PAVEMENT

Scale: N.T.S.

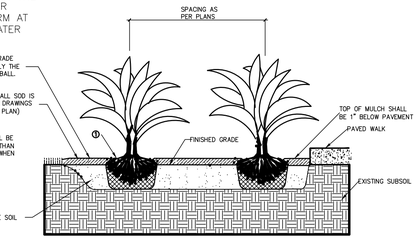
PLANTING NOTES

1. ALL MATERIALS ARE TO BE FLORIDA #1 OR BETTER, INSTALLED ACCORDING TO THE HIGHEST NURSERY STANDARDS.
2. MULCH IS TO BE 100% PINE BARK NUGGETS GRADE "A", INSTALLED A MINIMUM OF 3" THICK IN ALL PLANTING AREAS. MULCHED PLANTING BEDS SHALL BE A MINIMUM OF 10" WIDE AND SHALL BE CONTINUOUS WHERE PLANTINGS ARE PROPOSED.
3. ALL AREAS MARKED SOD ON THE PLANS, SHALL BE SODDED WITH 95% WEED-FREE ST. AUGUSTINE "FLORATAM" SOLID SOD. SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED, AND FERTILIZED. NUTRIENTS SHALL BE ADDED TO THE SOIL AS PER SOIL TESTING RESULTS. SEE IRRIGATION PLAN
4. BAHIA SOLID SOD SHALL BE USED ON ALL AREAS SO MARKED AS IN SWALES, RIGHT-OF-WAYS, DISTURBED AREAS, OR OTHER AREAS SUBJECT TO EROSION.
5. GRASS SEEDED AREAS SHALL MEET FLORIDA STATE DEPARTMENT OF TRANSPORTATION STANDARDS.
6. LANDSCAPE CONTRACTOR IS TO LOCATE AND VERIFY ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING THE WORK. THE LANDSCAPE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UTILITY OR IRRIGATION
7. LANDSCAPE CONTRACTOR IS TO VERIFY ALL DRAWINGS AND CHECK FOR DISCREPANCIES AND BRING THEM TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WITH THE WORK.
8. THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. SHOULD THERE BE ANY DISCREPANCY, PLANTING PLANS SHALL TAKE PRECEDENCE OVER THE PLANT LIST.
10. NO SUBSTITUTIONS WILL BE MADE AT THE TIME OF BIDDING OR CHANGES OF ANY KIND, SO AS TO PROVIDE FOR FAIR COMPARISONS. NO FURTHER CHANGES ARE TO ME BADE WITHOUT PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.
11. OWNER TO BE RESPONSIBLE FOR IRRIGATION OF ALL PLANT MATERIALS
12. ALL BUILDING MATERIALS AND LABOR ARE TO CONFORM TO THE SOUTHERN BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
13. ALL PERMIT AND VARIANCE APPLICATION ARE TO BE MADE BY THE CONTRACTOR.
14. PRIOR TO THE INSTALLATION OF THE IRRIGATION SYSTEM, A WATER TEST IS TO BE CONDUCTED ON THE WATER SOURCE TO DETERMINE PH.. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO NOTIFY THE LANDSCAPE ARCHITECT IF THE RESULTING WATER PH. REQUIRES AMENDING PLANT SELECTIONS OR MODIFYING WATER SOURCE.
15. PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE PH; AND FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND PH. FOR CORRESPONDING PLANT MATERIALS.
16. PRIOR TO THE LAND CLEARING STAGE, THE CONTRATOR SHALL CLEARLY MARK ANY TREE, TREE GROUPS OR SHRUBS TO BE MAINTAINED IN THE PROXIMITY OF ANY AREA WHERE LAND CLEARING EQUIPMENT IS TO BE OPERATED. THE MARKINGS SHALL REMAIN IN PLACE DURING CONSTRUCTION. SAID EQUIPMENT SHALL BE OPERATED IN A MANNER AS OT NOT INJURE OR DESTROY THREE (3) FEET IN HEIGHT SHALL BE FORMED A MINIMUM RADIUS OF SIX (6) FEET FROM THE BASE OF THE TREES OR SHRUBS, AND THE DEVELOPER SHALL NOT CAUSE OR ALLOW THE CLEARING OF EQUIPMENT OR MATERIAL WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES TO BE MAINTAINED. NEITHER SHALL THE DEVELOPER CAUSE OR ALLOW THE DISPOSAL OF WASTE MATERIAL SUCH AS PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR OR OTHER MATERIALS HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES. NO ATTACHMENT WIRES (OTHER THAN PROTECTION GUY WIRES), SIGNS, OR PERMITS MAY BE FASTENED TO A TREE.
17. REMOVE ALL TAGS FROM INSTALLED PLANT MATERIALS.
18. PLACE TERRA SORB UNDER THE ROOT BALL OF ALL PLANT MATERIALS.
19. ALL TREES ARE TO BE GUYED WITHING "DUCKBILL" ANCHORING SYSTEMS OR AN APPROVED EQUAL.
20. ALL TREE CALIPERS ARE TO BE MEASURED ACCORDING TO LOCAL CODES AND ORDINANCES.
21. ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS ARE TO BE DIRECTED TO THE LANDSCAPE ARCHITECT. (386) 788-3788
22. ALL PLANT MATERIAL TO BE GUARANTEED FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM THE TIME OF FINAL ACCEPTANCE. ALL REPLACEMENTS TO BE MADE WITHING TWO (2) WEEKS OF CONTRACTOR NOTIFICATION. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING AN AS-BUILT TO THE LANDSCAPE ARCHITECT FOR FINAL SIGNOFF AND CITY CO




APPROVAL STAMP BLOCK

CITY OF NEW SMYRNA BEACH




STANDARD CONSTRUCTION DETAIL

TYPICAL GROUND COVER DETAIL

NTS

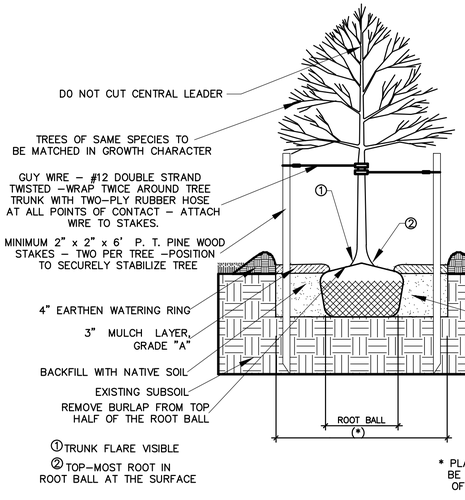
## SITE LANDSCAPE PLANTING PALLETTE

PROPOSED SHADE AND UNDERSTORY TREES

| KEY | QTY | BOTANICAL/COMMON NAMES | HT. | SPR. | REMARKS |
|---|---|---|---|---|---|
| IL | 4 | Ilex x attenuatta 'Eagleston' Eagleston Holly | 9' | 3' | Min 2" Cal |
| IL* | 10 | Ilex x attenuatta 'Eagleston' Eagleston Holly | 10'-12' | 5' | Min 2.5" DBH |
| IW | 9 | Ilex vomittoria Pendula Weeping Holly | 8' | 3' | Min 2.5" Cal Single Trunk |
| JS* | 3 | Juniperus silicicola Southern Red Cedar | 12' | 5' | Min 4" DBH Shape/Full |
| LI* | 8 | Lagerstroemia indica 'STD' Crepe Myrtle Tree | 10'-12' | 5' | Min 2.5" DBH Single Trunk |
| MG | 1 | Magnolia grandiflora 'DD Blanchard' DD Blanchard Magnolia | 9' | 4' | Min 2.5" Cal Shape/Full |
| MG* | 6 | Magnolia grandiflora 'DD Blanchard' DD Blanchard Magnolia | 12' | 5' | Min 4" DBH Shape/Full |
| PM | 2 | Phoenix dactylifera 'Medjool' Queen Palm | 12' CT MATCHED | | Min 12" Cal |
| QV | 13 | Quercus virginiana Live Oak | 9' | 4' | Min 2 1/2" Cal Shape/Full |
| QV* | 7 | Quercus virginiana Live Oak | 12' | 5' | Min 4" DBH Shape/Full |
| SR | 8 | Syagrus romanzoffiana Queen Palm | IN GROUPS 10'OA, 12' OA, | 14' OA | Min 10" Cal |
| UP* | 5 | Ulmus parvifolia 'Drake' Drake Elm | 10' | 4' | Min 2 1/2" DBH Shape/Full |

PROPOSED SHRUBS AND GROUND COVERS

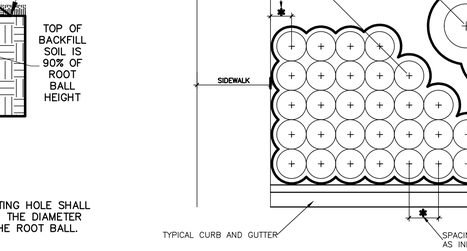
| KEY | QTY | BOTANICAL/COMMON NAMES | HT. | SPR. | REMARKS |
|---|---|---|---|---|---|
| ARB | 92 | Schefflera arboricola 'Trinnette' Varigated Dwarf Umbrella | 30" | 12" | 3 Gal Cont 30" O.C. |
| CRO | 38 | Codiaeum variegatum 'Twist' Twist Leaf Croton | 14" | 12" | 3 Gal Cont 30" O.C. |
| DIA | 30 | Dianella tasmanica 'Varigated' Varigated Blueberry Flax Lily | 14" | 12" | 3 Gal Cont 36" O.C. |
| DRA | 12 | Cordyline fruticosa Hawaiian Ti Plant | 28" | 10" | 3 Gal Cont Min 3 PPP |
| FOU | 50 | Pennisetum setaceum 'Rubrum 'Alba/Rubrum' Red / White Fountain Grass (Mix) | 30" | 10" | 3 Gal Cont Min 36" O.C. |
| ILE | 89 | Ilex vomittoria 'Schellings' Yaupon Holly 'Schellings' | 18" | 12" | 3 Gal Cont 30" O.C. |
| JUN | 344 | Juniperus parsonii 'Squmatta' Parson's Juniper | 6" | 6" | 1 Gal Cont 36" O.C. |
| LAN | 120 | Lantana camera Pineland Lantana | 6" | 6" | 1 Gal Cont 30" O.C. |
| LIR | 210 | Liriope muscari Giant Liriope | 6" | 6" | 1 Gal Cont 18" O.C. |
| PLU | 82 | Plumbago 'Imperial Blue' Blue Plumbago | 18" | 10" | 3 Gal Cont Min 36" O.C. |
| POD | 73 | Podocarpus macrophyllum Japanese Yew | 30" | 10" | 3 Gal Cont Min 24" O.C. |
| ROS | 16 | Rosa knockout sp 'Dwarf' Red Dwarf Rose | 18" | 12" | 3 Gal Cont Min 30" O.C. |
| STR | 5 | Strelitzia reginae Orange Bird of Paradise | 36" | 24" | 15 Gal Cont FULL |
| VIB | 385 | Viburnum suspensum Sandankwa Viburnum | 30" | 10" | 3 Gal Cont Min 36" O.C. |
| VLR | 50 | Varigated Liriope ' Aztec ' Varigated Liriope | 6" | 6" | 1 Gal Cont 18" O.C. |
| ZAM | 74 | Zamia pumila Coontie Fern | 18" | 12" | 3 Gal Cont Min 30" O.C. |




STANDARD CONSTRUCTION DETAIL

LARGE TREE PLANTING DETAILS

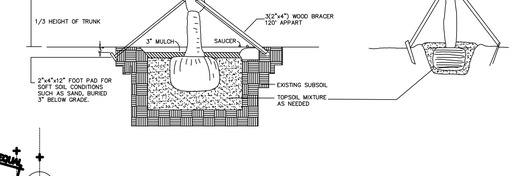
NTS.




STANDARD CONSTRUCTION DETAIL

TYPICAL TREE GUYING DETAIL

NTS.




## PALM PLANTING DETAIL

Scale: N.T.S.

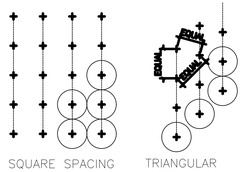



STANDARD CONSTRUCTION DETAIL

SMALL TREE PLANTING DETAIL

NTS.

NOTE: IN MOST CASES, TRIANGULAR SPACING IS PREFERRED. USE SQUARE SPACING ONLY IN SMALL RECTILINEAR AREAS.



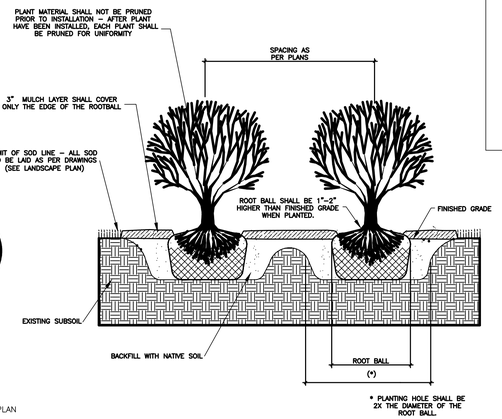




STANDARD CONSTRUCTION DETAIL

TYPICAL CONTAINER SPACING

NTS.




STANDARD CONSTRUCTION DETAIL

TYPICAL SHRUB PLANTING DETAIL

NTS

THE STERN DESIGN GROUP, P.A.
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(386) 788-3788 CELL (386) 290-6411
SternDesignGroup@att.net

| NO. | DATE | APPR. | REVISION |
|---|---|---|---|
| 1. | 06-05-24 | MSD | REVISED PER UPDATED TREE SURVEY AND BUILDING FOOTPRINT |

REGISTERED LANDSCAPE ARCHITECT IAN STERN LA 0001180 STATE OF FLORIDA

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

| SCALE | DESIGNED | DRAWN | CHECKED | DATE |
|---|---|---|---|---|
| 1" = 40' | JBS | JBS | MSD | 05-01-25 |

BY DATE

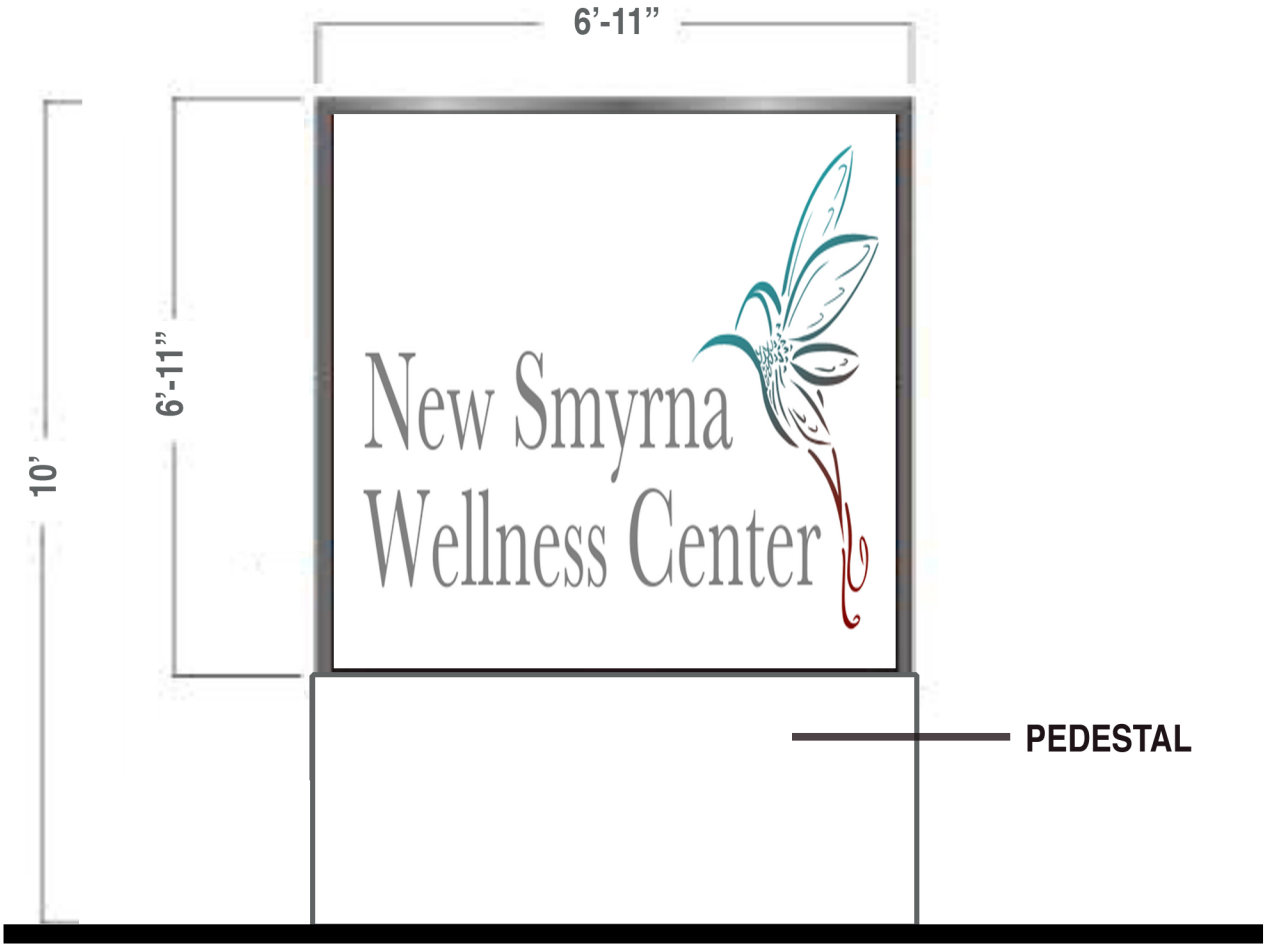
LANDSCAPE DETAILS /PLANTING KEY

N.S.B. WELLNESS CENTER

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1515 L2

1515-PUD5


6’-11”
6’-11”
10’
New Smyrna
Wellness Center
PEDESTAL

## 9. QUASI-JUDICIAL HEARINGS

9A. Conduct a Quasi-Judicial Public Hearing to consider the approval of Application No. HTR-4-24 - Historic Tree Removal of three (40", 45", and 53" DBH) trees on the commercial property at 190 S Wild Orange Dr.

A Quasi-Judicial Public Hearing was conducted to consider the approval of Application No. HTR-4-24 - Historic Tree Removal of three (40", 45", and 53" DBH) trees on the commercial property at 190 S Wild Orange Dr.

Compliance Coordinator Channing Mailolo outlined the application.

Joey Posey, 420 South Nova Road, outlined a PowerPoint presentation regarding the approval of Application No. HTR-4-24 Historic Tree removal.

Matthew Dowst, Mark Dowst and Associates, 536 North Halifax Avenue, provided clarification regarding the site plan and parking lot layout.

Development Services Director Shane Corbin provided information regarding the parking lot and trees.

Ray Jarrett, Certified Arborist, 2990 Hardy Avenue, provided testimony regarding trees.

Mayor Cleveland opened the Quasi-Judicial public hearing.

Cindy Harris, Glencoe Road, commented on an office building on Orange Avenue in Daytona Beach.

Tiffany Kyle, 620 Hidden Pines Boulevard, commented on the building, collection of water, streams, ditches, and the removal of the historic trees on the property.

Rhonda Spellers, 538 North Myrtle Avenue, commented on the traffic on State Road 44 and using public transportation.

Amber Deets-Cooper, 643 Middle Bury Loop, commented on the moving the entryway of the building and creating round-abouts. She stated that tree eight had an active beehive.

Damien Zambrano, 304 Inlet Street, commented on changing the entrance of the building, the expectant patient volume, and relocating the beehive.

Steve Gunter, 140 Temple Street, commented on property rights and the flooding on the property.

Joey Posey, 420 South Nova Road, provided closing remarks regarding the HTR application and the PUD. He stated the applicant would like to hold the application until the PUD meeting date.

Mayor Cleveland closed the Quasi-Judicial public hearing.

**Motion:**
Vice Mayor Martin moved to table the approval of Application No. HTR-4-24 to a future meeting date to coincide with the PUD. Commission Perrine seconded the motion, and the motion carried unanimously.

## 10. PUBLIC HEARINGS

10A. Ordinance No. 04-25: Conduct the Second Reading and Public Hearing, which if adopted would grant a non-exclusive franchise agreement to Cloer & Sons Inc. DBA Edgewater Recycling.

City Attorney Avallone read Ordinance No. 04-25, the second time, by title only.

A Public Hearing was conducted to consider the adoption of Ordinance No. 04-25.

Maintenance Operation Director David Ray outlined the non-exclusive franchise agreement with Cloer & Sons Inc.

Mayor Cleveland opened the Public Hearing.

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

**Motion:**
Vice Mayor Martin moved to adopt Ordinance No. 04-25, as submitted. Commissioner Perrine seconded it the motion, and the motion carried unanimously.

10B. Ordinance No. 05-25: Conduct the Second Reading and Public Hearing, which if adopted would grant a non-exclusive franchise agreement to Brad's Concrete Inc.

City Attorney Avallone read Ordinance No. 05-25, the second time, by title only.

04/15/2010 09:02 AM
Instrument# 2010-066784 # 1
Book: 6465
Page: 3164

03/17/2010 11:05 AM
Instrument# 2010-047135 # 1
Book: 6455
Page: 3795



# MASTER DEVELOPMENT AGREEMENT CORONADO OFFICE PARK PLANNED UNIT DEVELOPMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a chartered municipal corporation located in Volusia County, Florida (the "City"), enters this Agreement with CORONADO LAND INVESTMENTS, LLC ("Owner" and "Developer"), a Florida limited liability corporation, to hereby agree and covenant, and bind future successors and assignees, as follows.

## 1. OWNERSHIP OF THE PROPERTY

Evidence of unified ownership and control in addition to the legal description of the property that is subject to this Agreement, consisting of approximately 3.3 acres of real property ("Property"), is attached hereto and incorporated herein as EXHIBIT "A", with attached graphical description. Developer intends to subject the Property to the conditions and restrictions of this Agreement and the City intends to permit development of the Property in accordance with the terms and provisions set forth in this Agreement. The Property is under the sole ownership of CORONADO LAND INVESTMENTS, LLC.

## 2. DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms of this Agreement and City of New Smyrna Beach Land Development Regulations (LDR), including the regulations contained therein. Developer has designated the Property as "CORONADO OFFICE PARK."

**B.** Developer shall develop Property as medical/dental clinics and general offices, as shown on the Conceptual Development Plan attached hereto and incorporated herein as EXHIBIT "B". The Property shall generally be developed as depicted on the Conceptual Development Plan. It is also considered that the requirements of the applicable City ordinance(s) in effect at the time of development plan approval shall supersede or take precedence over the provisions in this Agreement. Failure of either to address a particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

**C.** As part of the development process, the Property will be serviced with public utilities. Developer agrees to pay all applicable fair-share (pro rata) fees and charges for installation of utilities as required by Utilities Commission rules and tariffs, or participate in any assessment district created for this purpose by the City of New Smyrna Beach.

**D.** The parties acknowledge that any minor modifications, no increase in density or intensity to the Conceptual Development Plan, may be approved without "minor amendment" defined in Section 16 of this Agreement, if they are consistent with the New Smyrna Beach LDR, and that denial of such modifications may be appealed directly to the City Manager.

Instrument# 2010-066784 # 2
Book: 6465
Page: 3165

Instrument# 2010-047135 # 2
Book: 6455
Page: 3796



### 3. PHASING

A. Developer intends to develop the Property in a single phase, but may be developed in multiple phases. Development of the Property will consider all infrastructure, such as utilities, water/sewer, and storm water, being constructed during the first phase. Individual storm water systems shall be permitted, but joint storm water may be required as provided on the attached Conceptual Development Plan. Storm water retention shall be provided for in initial infrastructure improvements for the Property. Utility service and parking spaces will be considered as part of the overall infrastructure constructed in the first phase of property development. Developer agrees to abide by any future utility easements on the subject property designated by the City.

B. Developer agrees to provide appropriate maintenance guarantees or any future maintenance guarantees on the subject property designated by the City.

### 4. CONFORMANCE WITH COMPREHENSIVE PLAN

The Property is designated as State Road 44 PUD and Low Density Residential on the City's Future Land Use Map. The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City, and that the uses proposed are consistent with the City's Comprehensive Plan. Developer agrees to deed restrict the southernmost 150 feet along Wild Orange Drive to limit uses in that area to parking, stormwater retention and open space. The deed restrictions shall be submitted to Staff for review and must be recorded prior to receiving approval for the first site plan and/or subdivision plat for this property.

### 5. PERMITTED USES

A. Business closing hours for all sues of the PUD Property shall be no later than 9:00 pm. Developer intends to use the PUD Property for medical/dental clinics and general offices. However, the PUD Corridor Overlay Zone also allows for the following additional land uses and customary accessory uses and structures for this development, in addition to other unspecified uses approved by City Commission.

Art, dance, modeling, and music schools
Beauty shops and barbershops (not including tattoo parlors)
Bumper boats
Child care facilities
Essential utility services
Exercise and health spas
Financial institutions
Funeral homes
General offices
Hospitals, nursing homes, and adult congregate living facilities
Hotels
Houses of worship
Laundry and cleaning establishments (without coin operation)
Medical and dental clinics/offices
Miniature recreation vehicles

Motels
Multiple-family standard dwellings with 60% commercial development completion prior to the start of residential construction (unless an alternative phasing plan is approved) and maximum permitted density of 18 units per acre
Offices, general and professional
Pharmacies
Public uses
Restaurants (class "A")
Retail specialty shops
Schools, parochial and private
Single-family residencies
Tailor shops
Taxicab stands
Theaters (without drive-ins)
Travel agencies
Two-family residencies
Other uses and structures of a similar nature approved by City Commission at the time of overall development plan approval and that such uses and structures are compatible with the BPUD development and the surrounding area

**B.** Permitted accessory uses of the PUD Property recognized by the LDR include the following.

On-site temporary sales and brokerage offices and display models for residential dwelling units that are newly constructed, that have never been occupied for residential purposes, and have never been sold
On-site temporary sales and brokerage structures to be used as a sales office for dwelling units planned to be constructed or under construction
On-site sales and brokerage offices and temporary sales and brokerage structures subject to the following limitations and regulations

1. said sales and brokerage office shall only be used to promote the sales of newly constructed dwelling units and part of an approved Site Plan located on the same side as the office, and
2. said sales and brokerages offices shall only be used to sell residential dwelling units located on the same site as the sales office, and
3. said sales and brokerage offices may only have one sign not to exceed ten square feet in area in addition to the allowable signs indicated in Section 604.14 of the LDR, and
4. said sales and brokerage offices shall be allowed within a development upon issuance of a Certificate of Occupancy for the offices by the Development Division Director or designee and said sales office must be removed from the site upon the issuance of a Certificate of Occupancy for the last building to be constructed within a development, and
5. the following additional limitations and regulations shall be placed on on-site temporary sales and brokerage structures

    (a) said sales and brokerage structures shall have a minimum floor area of three hundred square feet and shall not have been formerly a travel trailer, camper, recreational vehicle, or tractor trailer

(b) the perimeter of the area between the ground and floor level of the sales and brokerage structures shall be enclosed with ornamental skirting
(c) said sales and brokerage structures must be located on the site such that it meets the minimum setback requirements
(d) a minimum of three parking spaces must be provided for the sales and brokerage structures or the minimum number of parking spaces required for an office, whichever is greater, with said parking spaces and access aisle must meet the requirements of Section 604.10 of the LDR except an alternative surfacing agent, such as shell, may be used
(e) a minimum ten foot wide and six foot high natural vegetative buffer shall be maintained along the front, side, and rear of the sales and brokerage structure, parking area and any accessory structures
(f) no sales and brokerage structure shall be allowed on a site until all permits as required by federal, state, and county agencies have been secured and the Site Plan for the proposed permanent use of a temporary sales and brokerage structure
(g) said sales and brokerage structures shall not remain on a site longer than one year from the date a Certificate of Occupancy is issued for said sales office or until a Certificate of Occupancy is issued for the first building within the development, and
(h) upon removal of the sales and brokerage structure, developer may maintain an on-site temporary sales and brokerage office within the dwelling unit(s).

**6. PUD INFRASTRUCTURE/TRANSPORTATION**

**A.** Access easements and utility easements within the Property shall be owned by Developer and/or the property owners association, their successors and assigns, subject to dedications of easement and rights of ingress and egress in favor of the City and/or Utilities Commission for the purpose of owning and maintaining utilities located within the Property. The access easements shall be constructed to City standards. The Developer acknowledges for itself, its successors and assigns that the access easements are private and shall be a private construction and maintenance responsibility without recourse to the City. The exception to this limitation shall be when the City, through its agents, designees or assigns, shall damage facilities including pavement within the Property in the course of repairing, replacing, or enlarging City-owned or dedicated utility lines. In such event the City shall repair the area in a workmanlike fashion.

**B.** During the site plan review process, Property will consider a driveway on State Road 44, contingent on Florida Department of Transportation (FDOT) approval, with the following planning considerations:

(1) The driveway is restricted to right-in/right-out turning movements, and no left hand turns will be permitted;

(2) Paving of an existing eastbound deceleration taper on State Road 44 with Construction of a 50-foot dimension turning radii for eastbound traveling vehicles making right-hand turns into the development; and

(3) A 130-foot space between the proposed driveway and South Wild Orange Drive, as agreed upon at an October 30, 2007 meeting with FDOT, with the letter attached in EXHIBIT "E".

**C.** During the site plan review process, Developer will consider development of the Property prohibiting access to Wild Orange Drive, except for emergency vehicular access.

**D.** Developer will build or provide for the construction of storm water, water, sewer and reuse waterlines to Utilities Commission specifications and upon acceptance by the Utilities Commission, the lines shall be dedicated to the Utilities Commission together with all easements and licenses necessary for the Utilities Commission to maintain and operate the utility systems located on the lots. The storm water areas, water, sewer and reuse waterlines (if reuse service is available) shall be located and built in common area, pursuant to the site plan review process.

**E.** Storm water drainage will be constructed for the development within the Property with design considerations for a storm water system to retain a 100 year flood event. The storm water retention facility will be maintained by the property owner's association to a level consistent with the standards and permit conditions of the St. Johns River Water Management District (SJRWMD). Storm water collection and transmission facilities on the Property shall be located pursuant to site development plan approval. The parties intend to utilize techniques within said storm water protection area to provide appropriate vegetation within said drainage retention areas as permitted by the City and SJRWMD, including but not limited to, cypress and/or other appropriate tree placement.

**F.** Developer agrees to participate in any proportionate fair-share (pro rata) program for installation of utilities as required by Utilities Commission rules and tariffs, or any assessment district created for this purpose by the City of New Smyrna Beach, and the Property Developer will be subject to transportation impact fees, and/or storm water improvement impact fees, in addition to utility infrastructure and capacity fees. In addition, Developer agrees to participate in the installation of a lift station and gravity sewer to be coordinated with property owners on the south side of State Road 44 between Glencoe Road and Wild Orange Drive. Developer recognizes that this infrastructure cost will be incurred as a shared (pro rata) cost between all of the property owners designated in this assessment district.

**G.** During the site plan review process, Developer agrees to the following additional off-site infrastructure improvements:

(1) Construction of a 4-foot sidewalk on the west side of Wild Orange Drive to the south side of the site across the drainage ditch, with a meandering path through the right-of-way to minimize tree removal;

(2) Provision of a meandering sidewalk, with a minimum width of 4-feet, from the north side of the Second building (Building 2) to the 4-foot sidewalk on the west side of Wild Orange Drive; and

(3) No landscape planting in the southwest corner of the Property along the south side of an existing drainage ditch.

H. Development will be considered with 50% of the PUD Property designated as open space, fulfilling the open space requirement according to the City of New Smyrna Beach LDR for properties zoned Plan Unit Development (PUD). The location, shape, size, character, and use of the open space shall be as designated on the Conceptual Development Plan. Common open space shall be usable by all tenants of the PUD Property.

I. Off-street parking and loading spaces shall be designed according to the LDR, and specifically not permitted in any required landscaped buffer area. All parking areas shall contain a minimum of 20% interior landscaping, excluding any required landscaped buffer areas.

J. Developer reserves the option, during the Site Plan review process, of reducing the parking space requirement on the PUD Property, not to exceed 20% of the total off-street parking area, to save and protect existing specimen and historical trees approved by the City for preservation.

K. Developer shall consider development of the PUD Property with a 45-foot landscape buffer and utility easement along State Road 44, and a perimeter buffer of 25-feet, according to the LDR rules. Developer further agrees to any future changes to the City of New Smyrna Beach LDR rules as a "minor amendment" defined in Section 16 of this Agreement.

L. Developer agrees to participate in proportionate fair-share (pro rata) program for improving the level of service with signalization at the intersection of State Road 44 and Glencoe Road.

M. Developer agrees to design the site according to VOTRAN guidelines in order to accommodate VOTRAN services should such be available in the future.

## 7. ARCHITECTURAL/DESIGN STANDARDS

A. All buildings and accessory structures on each lot shall be developed and considered during the Site Plan review process in compliance with the requirements of City Development Service staff's recommendation of an "Old Florida" style of development to conform with aspects of the historic buildings within the City of New Smyrna Beach with specifications as follows:

(1) All buildings and accessory structures constructed within the Property shall include architectural features associated with the predominant styles within the City, such as frame vernacular, bungalow, colonial revival, masonry vernacular or Mediterranean revival, including Italian Renaissance style. The common architectural theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures. For purposes herein, general appearance includes, but is not limited to, exterior wall finishes or materials, roof styles, slopes and materials, colors, and architectural details and ornamentation;

(2) Exterior embellishments, such as ornamental cement work and stucco, shall be harmoniously coordinated with the general color and appearance of all buildings and accessory structures. Other exterior embellishments could include classical columns, pilasters, traditional decorative brackets supporting the eaves, hipped roof, false-hipped roof;

(3) Roof materials will be consistent with the architectural style of the buildings. Acceptable roof materials include, but are not limited to, metal, barrel tile, and wood shake;

(4) Wall siding, if applicable, includes, but is not limited to, wood simulated shingle, clapboard, weatherboard, and drop siding;

(5) Windows are specified as casement, double hung, and 2/2 lights, and blank walls will not be permitted;

(6) All structures within the Property shall complement one another and shall convey sense of quality and permanence; lower grade exterior wall finishes and roof materials will not be permitted;

(7) Corporate prototype design and materials must comply with the provisions of this Section;

(8) The City reserves the right to review the proposed architectural construction and design of all buildings and structures within the Property, to require the substitution or inclusion of colors, materials, architectural details and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section;

(9) No vending machines shall be permitted on the outside walkways or other outdoor pedestrian areas of the Property;

(10) No newspaper stands shall be permitted except in areas designated by Developer and approved by the City;

(11) Any exterior phone booths shall not be visible from public rights-of-way;

(12) Lot function, layout and architectural design of the buildings thereon shall be coordinated, once established by the function and layout of the first of these lots to receive site development plan approval. For purposes herein, lot function and layout includes, but is not limited to, building placement, landscaping layout/design, parking lot layout/design, and access drive layout/design. Architectural design refers to building style and appearance;

(13) All parking lot lighting fixtures shall be consistent with respect to their physical attributes, design and appearance. The specific design shall be established by the type of parking lot lighting fixture constructed or installed according to site development plan approval. Provisions will be made to deflect light from residential areas and be contained within the project, with design considerations for the maximum light level at the site boundaries to be no greater than 1 foot-candle; and

(14) Elevations shall be provided consistent with these standards during the site plan review process.

## 8. NATURAL VEGETATION PRESERVATION

**A.** The overall PUD Property shall demonstrate compliance with the Corridor Overlay Zone regulations that provide for 30% of natural vegetation to remain in the area. Dense vegetation will consist of trees or additional shrubs and trees so as to create dense vegetative growth. Shrub specifications call for placement of plants no more than three feet apart, measured from center to center, and a minimum shrub height of two feet immediately following planting. Tree specifications call for provision of one tree for each 100 square feet of land. Tree species shall be a minimum of nine feet in height and a minimum transverse diameter of two inches at a point four feet above ground level. Trees shall be planted within twelve feet of publicly maintained streets or other municipal improvements. Trees shall be selected from a designated "List of Trees" provided by the City Horticulturist. Maintenance of all natural areas and vegetation includes the removal of dead trees, limbs, and vines. All clearing of underbrush shall be performed in a manner consistent with providing a neat manicured appearance. No removal of small trees, palmetto bushes or other under brush, except for removal of invasive species, will be done. The natural areas are to remain as natural as possible to provide for a thick vegetative buffer between the commercial and residential areas. Any existing trees credited toward required buffers or landscape requirements removed for any reason shall be replaced with trees meeting City approval with regard to species and size. Perimeter buffers shall comply with LDR and shall be used to meet the required natural vegetation preservation requirements. Prior to commencement of land clearing, all areas to be preserved shall be marked and inspected by City.

**B.** The preservation areas around the perimeter boundaries of the Property shall consist of natural vegetation that may be enhanced, if necessary, to mitigate visual impact from residents of the adjacent residential neighborhood.

**C.** The southern boundary of the Property has been designated by the Florida Department of Environmental Protection as a wetland area and any vegetation along the wetland border will be preserved in its natural state.

**D.** The State Road 44 boundary of the Property will contain dense vegetation with a minimum 15-foot buffer that will remain in the natural state or be enhanced with plants and large trees (such as canopy trees and live oak). The portion of the buffer containing the utility easement will be planted with small rooted trees, ground cover, and shrubs that will not interfere with underground utility improvements, as shown on the Conceptual Development Plan in EXHIBIT"B".

**E.** The interior landscaping in the parking area will be 20% of the total off-street parking area, excluding any required buffers, according to the LDR rules.

**F.** Development will consider tree preservation required by the LDR rules, during the site plan process.

## 9. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction, Developer will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. Developer shall comply with the tree preservation provisions of the

LDR. Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including, but not limited to, the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises. An endangered species survey will be conducted for the site with a copy of same to be submitted to City Development Service staff with the initial site plan review.

**10. UTILITY MASTER PLAN**

Public utilities consisting of electric, water, wastewater, reuse water, and fiber optic conduit for the Property or portion thereof and any applicable off-site infrastructure shall be obtained from the Utilities Commission, City of New Smyrna Beach, and shall be applied for, built and conveyed in accordance with UC rules and regulations, requirements, tariffs, policies and Agreements prevailing at the time of Developer's requested approval of a UC Agreement(s) from the UC. Other utilities not provided by the UC shall be built in accordance with and consistent with the City of New Smyrna Beach LDR rules and standards.

**11. SIGNAGE**

The PUD Property shall have a uniform sign program. A single monument sign (constructed according to LDR specifications with a maximum vertical height of 8 feet, designed to accommodate a sign panel of a maximum of 48-square feet), will be located on the State Road 44 side of the property, as shown on the Conceptual Development Plan in EXHIBIT "B". Directional signage, wall signage, and other allowable supplementary signage shall comply with the provisions and requirements of the City of New Smyrna Beach LDR. The pedestal of the monument sign shall be constructed of the same materials as the walls of the buildings on the Property and contain exterior embellishments that will complement harmoniously with the appearance of the buildings on the Property. The colors of the sign face shall complement and coordinate with the appearance of the buildings on the Property.

**12. LOT DEVELOPMENT CRITERIA**

**A.** The Property shall be developed in accordance with the general development criteria, as shown in the Conceptual Development Plan, attached hereto and incorporated herein as EXHIBIT "C". The terms of this Agreement shall prevail in the event of a conflict with the terms of the LDR, unless otherwise specifically provided herein. In the event a subject is not addressed in this Agreement, the LDR shall prevail

**B.** Construction of sidewalks on the PUD Property will conform to the requirements, codes, and ordinances specified by the City Commission.

**13. PROPERTY OWNERS ASSOCIATION**

**A.** Developer intends to construct individual offices for long-term tenant leases, but reserves the option of individual office condominium ownership. If individual office condominium ownership is allowed, then Developer and its future successors will form

and incorporate a non-profit property owners association ("POA") which will operate, maintain and control, subject to other documents of record, the common areas, and common facilities, including but not limited to, the common private access ways, sidewalks, parking, and lighting within the Property, any common storm water retention and drainage systems within the Property, and the entrance areas to the Property. The Property owners and/or tenants will be required to become a member of the association and subject to the rules, covenants, and restrictions of the POA, with responsibilities and voting privileges pro rated based upon gross building square footage constructed. The general scope and format of the property owner's association documents, and the covenants and restrictions, will be similar in concept to the documents of similar property owners associations in New Smyrna Beach. The covenants and restrictions governing the Property and association responsibilities shall be executed and recorded in the public records of Volusia County, Florida. The POA will have a board of directors to legislate and govern the rules and regulations of the POA. The POA board will have the means and authority to enforce and regulate the by-laws and restrictions governing the perpetual maintenance, operation and repairs of all common areas and facilities. Notwithstanding, the board of directors will regulate and govern the common areas, and require and enforce each and every member to maintain and service of his own individual building site. At its discretion, the POA rules may levy fines and liens upon individual members own property in order to maintain, operate and service all common facilities on the Property, and to collect unpaid POA dues. The POA will have the power and means to hire, supervise, and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities.

B. If the POA fails to perform the maintenance, repair or replacement, as necessary, on the storm water retention and drainage facility, the City shall, after notice, have the right, but not the obligation to enter upon the common area of the Property and to provide the maintenance, repair, or replacement of the storm water retention and drainage facility and assess and collect such costs and place a lien upon Property for the cost of said maintenance, repair, and replacement as the City may deem necessary.

C. Developer reserves for itself, its successors and assigns, the right to maintain and operate separate facilities within the Property which shall not be construed to be common facilities owned by the subject POA. If requested by the City and as otherwise needed for plat improvements, Developer will provide easements and grants for the installation, maintenance, and upkeep of the public utilities, including water, sewer, and electricity. Developer may from time to time add additional covenants and restrictions or make changes in the Association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

D. Developer and POA agree to abide by the language, rules, and provisions of the City of New Smyrna Beach LDR, including any covenants, easements, and other restrictions. Nothing in the covenants and restrictions of other POA documents will contravene anything in the City's Land Development Regulations. In the event of a conflict between the POA and the LDR, the provisions of the LDR will supercede anything in the covenants.

**14. COSTS**

Under the policies and provisions set forth in this Agreement, no costs of development of the Property shall be incurred by the City unless the City specifically agrees in writing to assume such cost.

**15. EFFECTIVE DATE AND EXPIRATION**

**A.** This Agreement shall be effective upon approval by the City Commission and the City of New Smyrna Beach Commission. Developer will be required to record the Agreement with the Volusia County Clerk of the Court and provide a copy to the City Clerk and Development Services Director. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of the City's actions as zoning authority or until this Agreement expires.

**B.** The duration of this Agreement is ten (10) years from the date of its execution, which can be extended in additional 5-year terms by mutual consent of the Developer and the City, subject to a public hearing.

**C.** The term "development" shall mean that the Developer, his successors or assigns, shall actively be in pursuit of installation of improvements, permits for installation of improvements, or installation of improvements over a portion or all of the Property.

**D.** If the City does not approve this Agreement it shall be declared null and void, without further effect. In addition, if Developer is a contract purchaser of the PUD Property and fails to acquire title to the PUD Property within 60 days of approval, then the City or the Developer shall have the option to terminate this Agreement, exercised by providing written notice to the other parties hereto, after which this Agreement shall be declared null and void, without further effect. Neither the City nor Developer shall acquire any enforceable rights or claims against each other with respect hereto in the event this Agreement becomes null and void under this paragraph.

**16. AMENDMENTS**

**A.** Amendments to this Agreement, other than minor modifications to the Conceptual Development Plan set forth in this Agreement, shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City. A "minor amendment" is defined as a minor shift of facilities, parking spaces, buildings, or other provisions defined by the Development Services Director.

**B.** Before amending this Agreement, the City shall conduct two or more public hearings. At the City's option, one of these public hearings may be held by the Planning and Zoning Board:

(1) Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Owner's cost, in a newspaper of general circulation and readership in Volusia County, Florida;

(2) If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2004), as amended from time to time;

(3) The day, time, and place at which the second public hearing, if any, will be held shall be announced at the first public hearing;

(4) The notices required above shall specify the location of the Property, the location of that portion of the Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable;

(5) Changes in permitted and/or conditional uses shall be disclosed by public hearings conducted by the Planning and Zoning Board;

(6) Changes in population densities shall be disclosed by public hearings conducted by the Planning and Zoning Board;

(7) Changes in building intensities and/or height shall be disclosed by public hearings conducted by the Planning and Zoning Board; and

(8) All notices for public hearings conducted by the Planning and Zoning Board shall specify a place where a copy of the proposed amendment can be obtained prior to the public hearing.

**17. PUBLIC RECORD**

The parties agree this Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The provisions of this Agreement shall constitute covenants running with the land applicable to the entire subject Property described herein or any portion thereof. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of the City's actions as zoning authority.

**18. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

**19. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED**

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

**20. COMPLETE AGREEMENT**

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City, or Utilities Commission, if applicable, and the Owner/Developer.

**IN WITNESS WHEREOF**, the parties hereto attached their hands and seals on the dates set forth below.

**OWNER/DEVELOPER**
CORONADO LAND INVESTMENTS, LLC
5703 Red Bug Lake Road, PMB-401
Winter Springs, Florida 32708

By:_____
Vincenzo Giuliano
Title: President/C.E.O.

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 15 day of FEBRUARY, 2010, by VINCENZO GIULIANO, who produced FL. DRIVERS LIC. as identification, and did not take an oath.

_____
Notary Public

[Affix Seal]

PAUL V. BEALS
Comm# DD0766117
Expires 4/11/2012
Florida Notary Assn., Inc

**CITY OF NEW SMYRNA BEACH,**
**A Florda municipal corporation**
210 sams Avenue
New Smyrna Beach, Florida 32168

By:_____
Adam Barringer
Title: Mayor

STATE OF FLORIDA

Best Available Image



COUNTY OF VOLUSIA
The foregoing instrument was acknowledged before me this 25th day of February, 2010, by Adam Cottingham, who ~~produced~~ is personally known ~~identification~~, and did not take an oath.

JOHNNY RAY BLEDSOE
Comm [redacted]
Expires 8/13/2011
Florida Notary Assn., Inc

[Affix Seal]

Notary Public

CITY OF NEW SMYRNA BEACH
A Florida municipal corporation
210 Sams Avenue
New Smyrna Beach, Florida 32168

By: _____
Johnny Bledsoe
Title: City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25th day of February, 2010, by Johnny R Bledsoe, who ~~produced~~ is personally known by me ~~identification~~, and did not take an oath.

[Affix Seal]

Notary Public

SANDY WINKLER
MY COMMISSION EXPIRES
August 13, 2011
#DD 702818
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Instrument# 2010-047135 # 16
Book: 6455
Page: 3810

Instrument# 2010-066784 # 16
Book: 6465
Page: 3179

EXHIBIT 'A'

Parcel 2:

Begin at the intersection of the West line of Lot 30, subdivision of NAPIER and North part of HULL GRANT and the South right of way line of State Road 44; thence along said road line North 88 degrees 34 minutes 48 seconds East, 117.00 feet to the Point of Beginning; thence along said road line 200 feet to a point; thence South 29 degrees 47 minutes 12 seconds East 200 feet to a point; thence South 88 degrees 34 minutes 48 seconds West 200 feet to a point; thence in a straight line to the Point of Beginning 200 feet, being Lots 3 and 4, Block 1, HAMMOCK GARDENS, UNRECORDED PLAT of Lot 30 South of Highway 44 and of Lot 43 Block 14 of NAPIER and the North part of Hull Grants, per Map Book 2, Page 42, Public Records of Volusia County, Florida.

Parcel 3:

A part of Block 14, South of State Road #40 according to the plat of NAPIER and HULL GRANTS, Volusia County, Florida, as follows, to-wit: Commencing at the intersection of the Westerly line of Lot 30 with the South right-of-way line of State Road #40; thence running Easterly and binding on the South right-of-way line of State Road #40 a distance of 417 feet to a point which is the Point of Beginning of this description; thence continuing Easterly and binding on the South right-of-way line of State Road #40 a distance of 54.58 feet to a point which is the intersection with the West line of Wild Orange Drive, a 50 foot road way; thence South 29 degrees 47 minutes 12 seconds East a distance of 200 feet to a point on the West line of Wild Orange Drive; thence Westerly and parallel to the South right-of-way line of State Road #40 a distance of 54.58 feet to a point; thence Northerly and parallel to the West line of Wild Orange Drive a distance of 200 feet to the Point of Beginning of this description. (Also known and described as Lot 1, Block 1, of HAMMOCK GARDENS, an unrecorded subdivision).

And

Begin at the intersection of the West line, Lot 30, Subdivision of NAPIER and North part of HULL GRANT and the South right-of-way line of State Road No. 40; thence North 88 degrees 34 minutes 48 seconds East along said South right-of-way line 317 feet for the Point of Beginning; thence North 88 degrees 47 minutes 12 seconds East 100 feet; thence South 29 degrees 47 minutes 12 seconds East 200 feet; thence South 88 degrees 47 minutes 12 seconds West 100 feet; thence North 29 degrees 47 minutes 12 seconds West 200 feet to the Point of Beginning; being parts of Lots 30 and 43, said Subdivision of NAPIER and North part of

Instrument# 2010-047135 # 17
Book: 6455
Page: 3811

Instrument# [redacted] # 17
Book: 6465
Page: 3180

# Fidelity National Title
Insurance Company

FNTIC No.: CD[redacted]
Agent ID: FL-2357
Agent File No. 5343-30 and 33
Policy Jacket No. 2710609-74090416

HULL GRANTS, according to the map recorded in Map Book "M", Page 688, Public Records of Volusia County, Florida.

Parcel 4:

A part of Block 14, South of State Road #40 according to the plat of NAPIER and HULL GRANTS, Volusia County, Florida, as follows, to-wit: Commencing at the intersection of the Westerly line of Lot 30 in said Block 14 with the South right-of-way line of State Road #40; thence running Easterly and binding on the South right-of-way line of State Road #40 a distance of 471.58 feet more or less to the intersection with the West line of Wild Orange Drive, a 50 foot road way; thence South 29 degrees 47 minutes 12 seconds East along said West line of Wild Orange Drive a distance of 200 feet to a point which is the Point of Beginning of this description; thence continuing along said road line 172 feet to a point; thence Westerly and at right angles a distance of 200 feet to a point; thence Northerly and at right angles a distance of approximately 280 feet to a point which is 200 feet South 29 degrees 47 minutes 12 seconds East from the South right-of-way line of State Road #40, thence in a straight line and parallel to State Road #40 to the Point of Beginning of this description. (Also known and described as Lots 101, 102 and 103, Block 1, of HAMMOCK GARDENS, an unrecorded subdivision.)

Parcel 5:

A portion of Lot 43, Block 14, MAP OF PROPERTY BELONGING TO CHAS. DOUGHERTY, according to the plat thereof as recorded in Deed Book "M", Page 688, Public Records of Volusia County, Florida being more particularly described as follows: Commence at the intersection of the West line of Lot 30, Block 14 and the South R/W line of State Road #44; thence North 88 degrees 34 minutes 48 seconds East, 471.58 feet along the South R/W line to the intersection of the West boundary line of "Wild Orange Drive", a fifty foot road running North 29 degrees 47 minutes 12 seconds West and intersecting in the S/W line of said State Road at the point as stated; thence running with and binding on the West line of "Wild Orange Drive" South 29 degrees 47 minutes 12 seconds East, 372 feet to the stake there fixed which is the point of the land herein described; thence at right angles Westerly 200 feet; thence at right angles Southerly parallel to "Wild Orange Drive" 70 feet; thence at right angles Easterly 200 feet to the West line of said road; thence binding on said road North to the Point of Beginning 70 feet. Also described as Lot 104, Block 1, HAMMOCK GARDENS, unrecorded Subdivision No. 116.

Instrument# 2010-047135 # 18
Book: 6455
Page: 3812
Diane M. Matousek
Volusia County, Clerk of Court

Instrument# 2010-066784 # 18
Book: 6465
Page: 3181

# Fidelity National Title
Insurance Company

FNTIC No.: CD[redacted]
Agent ID: FL-2357
Agent File No. 5343-30 and 33
Policy Jacket No. 2710609-74090416

Parcel 6:

A portion of Lot 43, Block 14, Subdivision of the Napier and the North part of the Hull Grant, as per map thereof recorded in Deed Book "M", Page 688, of the Public Records of Volusia County, Florida, said part being more particularly described as follows: The South 105 feet of the North 547 feet on the East line South of State Road 40 of East 200 feet of West 415 feet of Lot 43, Napier and Hull Grant, also described as Lot 105 and the North ½ of Lot 106 Block 1, Hammock Gardens unrecorded Subdivision No. 116.

Instrument# 2010-066784 # 19
Book: 6465
Page: 3182

**EXHIBIT "A"**

OPINION OF TITLE BY LICENSED ATTORNEY & LEGAL DESCRIPTION OF PROPERTY

Instrument# 2010-066784 # 20
Book: 6465
Page: 3183

# POHL & SHORT, P.A.
ATTORNEYS AT LAW

STACY J. BORISOV
ERIC C. BOUGHMAN
ALEX CHRIS COSTOPOULOS
ALEXANDER S. DOUGLAS II
MATT G. FIRESTONE
GARY A. FORSTER
MARK A. GRIMES
RICHARD A. HEINLE
KATHRYN P. JONES
DAVID J. KOHS
ROBERT S. MACDONALD
TERESA N. PHILLIPS
FRANK L. POHL
JAMES E. SHEPHERD, V
HOUSTON E. SHORT
JOHN R. SIMPSON, JR
SCOTT W. SPRADLEY
JAMES C. WASHBURN

TELEPHONE (407) 647-7645
FACSIMILE (407) 647-2314
EMAIL: PS@POHLSHORT.COM

MAILING ADDRESS:
POST OFFICE BOX 3208
WINTER PARK, FLORIDA 32790

COURIER ADDRESS:
280 WEST CANTON AVENUE, SUITE 410
WINTER PARK, FLORIDA 32789

www.pohlshort.com

June 17, 2008

Coronado Land Investments LLC
5703 Red Bug Lake Road
Post Office Box 72
Winter Springs, Florida 32708

Re: Guiliano Title Opinion Letter
Our File No.: 5343-30

Ladies and Gentlemen:

Based solely on that owner's title insurance policy having an effective date of July 2, 2007 at 10:41 a.m., issued by Fidelity National Title Insurance Company and covering that property described in Exhibit A (the "Property") and that Ownership and Encumbrance Report issued by Fidelity National Title Insurance Company covering the Property to June 15, 2008, it is our opinion that title to the Property is, as of June 15, 2008 at 5:00 p.m., owned by Coronado Land Investments LLC, subject to those exceptions contained in that title insurance policy and ownership and encumbrance search attached hereto as Exhibit B and Exhibit C.

This opinion is also subject to the following:

1. Any liens for any construction or survey or other work on the property which are not the subject of a recorded claim of lien or notice of commencement;
2. Any unrecorded easement;
3. Any matter which would be shown by a current survey;
4. Any leases and any rights of any persons in possession of the Property;
5. Any rights with respect to mineral interests;

M:\5343-30\Ltr\New Smyrna beach-001

Instrument# 2010-066784 # 21
Book: 6465
Page: 3184



6. Any matters arising after the effective date of the above-described ownership and encumbrance certificate; and
7. Liens for ad valorem taxes and special assessments.

No person other than the addressee and the City of New Smyrna Beach may rely upon the opinions given in this letter.

Sincerely yours,

Robert S. MacDonald

RSM:ab

Instrument# 2010-066784 # 22
Book: 6465
Page: 3185

EXHIBIT B

ORIGINAL

# Owner's Policy of Title Insurance

*Fidelity National Title Insurance Company*
A Stock Company
Policy Number F[redacted]D07-111189-2007.2710609-74090416

## OWNER'S POLICY OF TITLE INSURANCE

*SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:*

1. *Title to the estate or interest described in Schedule A being vested other than as stated therein;*
2. *Any defect in or lien or encumbrance on the title;*
3. *Unmarketability of the title;*
4. *Lack of a right of access to and from the land.*

*The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.*

*This policy shall not be valid or binding until Schedule A has been countersigned by either a duly authorized agent or representative of the Company and Schedule B has been attached hereto.*

*IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.*

FL2357 CD07-111189
Pohl & Short, P.A.
280 West Canton Avenue, Suite 410
Winter Park, FL 32789
Tel:(407) 647-7645
Fax:(407) 647-2314

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SEAL

By _____ President

ATTEST _____ Secretary

Countersigned: _____
Authorized Signature

FORM 1332 (7/05) (2710609)

ALTA Owner's Policy (10-17-92) with Florida Modifications

Instrument# 2010-066784 # 23
Book: 6465
Page: 3186

# Fidelity National Title
Insurance Company

FNTIC No.: CD[redacted]
Agent ID: FL-2357
Agent File No. 5343-30 and 33
Policy Jacket No. 2710609-74090416

## SCHEDULE A

Date of Policy: July 2, 2007 at 10:41 A.M.

Amount of Insurance: $1,446,394.00

1. Name of Insured

   CORONADO LAND INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

2. The estate or interest in the land which is covered by this policy is:

   FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

   CORONADO LAND INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY by virtue of Warranty Deed recorded in Official Records Book 6086 at Page 4746, and Official Records Book 6086, Page 4750, all in Public Records of VOLUSIA County, Florida.

4. The land referred to in this policy is described as follows:

   See Attached Exhibit 'A'

Countersigned: Pohl & Short, P.A.
280 W. Canton Ave., Suite 410
Winter Park, FL 32789

BY: _____
Authorized Signatory

# Fidelity National Title
Insurance Company

FNTIC No.: CD[redacted]
Agent ID: FL-2357
Agent File No. 5343-30 and 33
Policy Jacket No. 2710609-74090416

SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. The lien of all special assessments and taxes for the year 2007, and subsequent years.

2. The following matters as set forth on survey, dated May 12, 2007, and prepared by Allen Campbell & Associates, job number #02-07-033: Including but not limited to the following:

   a) Rights of abutting property owners on Westerly side of parcel in and to the use of the drainage ditch in Parcel 6 as set forth on the survey.

   b) Drainage ditch situated along Northerly property line and rights of other parties to use that ditch.

   c) Fence encroachments into neighboring property along the Westerly and Northerly sides of lot.

   d) Brick fence encroachment into Wild Orange Drive.

3. Oil, Gas and Mineral Lease by and between Wayne E. Connor, a widower individually and D.B.A. Indian River Ranch, Inc., lessor, and Tide Water Associated Oil Company, lessee, recorded September 15, 1944 in Deed Book 311, Page 67, Public Records of Volusia County, Florida. As to all Parcels without right of entry pursuant to marketable record title act.

4. Mineral Right and Royalty Transfer by and between Wayne E. Conner, a widower, individually for himself and as agent of Indian River Ranch, Inc. to Richard Smith recorded May 17, 1947 in Deed Book 363, Page 404; Mineral Right and Royalty Transfer by and between Richard Smith and Marian W. Smith, his wife to James A. Dorsey recorded June 10, 1947 in Deed Book 365, Page 60; Mineral Right and Royalty Transfer by and between James A. Dorsey and wife, Louise T. Dorsey to R. J. Fuller recorded July 9, 1947 in Deed Book 365, Page 274 and re-recorded August 6, 1947 in Deed Book 365, Page 552; Mineral Right and Royalty Transfer by and between James A. Dorsey and wife, Louise T. Dorsey to H. J. Strief recorded July 9, 1947 in Deed Book 365, Page 270 and re-recorded August 6, 1947 in Deed Book 365, Page 550; Mineral Right and Royalty Transfer by and between James A. Dorsey and wife, Louise T. Dorsey to Neill Masterson, Jr. recorded May 17, 1948 in Deed Book 383, Page 599, Public Records of Volusia County, Florida. As to all Parcels. All without right of entry pursuant to marketable record title act.

5. Ordinance No. 105-89 recorded December 17, 1991 in Official Records Book 3714, Page 442, Public Records of Volusia County, Florida. As to Parcel 2 and 3.

# Fidelity National Title
Insurance Company

FNTIC No.: CD[redacted]
Agent ID: FL-2357
Agent File No. 5343-30 and 33
Policy Jacket No. 2710609-74090416

6. Rights of Dolores Bigaj (Parcel 2) and Jack D. MacArthur and Margaret Fern MacArthur (Parcels 3-6) to remain in possession under terms and conditions of the addendum to the purchase and sale agreement.

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND TO PROVIDE ASSISTANCE IS 1-800-669-7450.

EXHIBIT C

# Fidelity National Title
Insurance Company

## Ownership and Encumbrance Report

FNTIC File No: CD08-113660
Agent File No: 5343-35

CC /CC

June 16, 2008

Agent Name: Pohl & Short, P.A., Legal Department
280 West Canton Avenue, Ste. 410
Winter Park, FL 32790-

Attn: Robert MacDonald

Re: 5343-35
Search From: July 2, 2007 To: June 15, 2008 at 5:00 P.M.
In the Public Records of: Volusia

Owner of Record: CORONADO LAND INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
By Virtue of: Warranty Deeds recorded in Official Records Book 6086, Page 4746 and Official Records Book 6086, Page 4750, Public Records of Volusia County, Florida.

**Legal Description:**

See Attached Exhibit 'A'

**Mortgage Information:**

| | Instrument Type | Book Type | Recorded In Book No. | Page |
|---|---|---|---|---|
| 1. | None | | | |

**Judgment and Lien Information:**

| | Instrument Type | Book Type | Recorded In Book No. | Page |
|---|---|---|---|---|
| 1. | None | | | |

Informational:

1. Oil, Gas and Mineral Lease by and between Wayne E. Connor, a widower individually and D.B.A. Indian River Ranch, Inc., lessor, and Tide Water Associated Oil Company, lessee, recorded September 15, 1944 in Deed Book 311, Page 67, Public Records of Volusia County, Florida. As to all Parcels.

2. Mineral Right and Royalty Transfer by and between Wayne E. Conner, a widower, individually for himself and as agent of Indian River Ranch, Inc. to Richard Smith recorded May 17, 1947 in Deed Book 363, Page 404; Mineral Right and Royalty Transfer by and between Richard Smith and Marian W. Smith, his wife to James A. Dorsey recorded June 10, 1947 in Deed Book 365, Page 60; Mineral

# Fidelity National Title
Insurance Company

## Ownership and Encumbrance Report

FNTIC File No: CD08-113660
Agent File No: 5343-35

Right and Royalty Transfer by and between James A. Dorsey and wife, Louise T. Dorsey to R. J. Fuller recorded July 9, 1947 in Deed Book 365, Page 274 and re-recorded August 6, 1947 in Deed Book 365, Page 552; Mineral Right and Royalty Transfer by and between James A. Dorsey and wife, Louise T. Dorsey to H. J. Strief recorded July 9, 1947 in Deed Book 365, Page 270 and re-recorded August 6, 1947 in Deed Book 365, Page 550; Mineral Right and Royalty Transfer by and between James A. Dorsey and wife, Louise T. Dorsey to Neill Masterson, Jr. recorded May 17, 1948 in Deed Book 383, Page 599, Public Records of Volusia County, Florida. As to all Parcels.

3. Ordinance No. 105-89 recorded December 17, 1991 in Official Records Book 3714, Page 442, Public Records of Volusia County, Florida. As to Parcel 2 and 3.

4. Rights of Dolores Bigaj (Parcel 2) and Jack D. MacArthur and Margaret Fern MacArthur (Parcels 3-6) to remain in possession under terms and conditions of the purchase and sale agreement.

NOTE: 2007 Taxes are paid under Tax Parcel No. 734307010030; 2007 Gross amount being $544.49. As to Parcel 1.
NOTE: 2007 Taxes are paid under Tax Parcel No. [redacted] 2007 Gross amount being $925.66. As to Parcel 2.
NOTE: 2007 Taxes are paid under Tax Parcel No. [redacted] 2007 Gross amount being $2,724.82. As to Parcel 3.
NOTE: 2007 Taxes are paid under Tax Parcel No. [redacted] 2007 Gross amount being $1,038.68. As to Parcel 4.
NOTE: 2007 Taxes are paid under Tax Parcel No. [redacted] 2007 Gross amount being $1,480.11. As to Parcel 5.

The above-captioned property has been searched only by the above description and by no other description or name. This report purposely omits restrictions, easements, subdivision agreements and any reference to mortgages, judgments and/or liens which appear to be satisfied of record or have expired pursuant to Florida Statues.

This report does not reflect those documents, if any, which may have been recorded prior (other than an assumed mortgage) or subsequent to the time period covered herein and which may disclose the possible existence of encumbrances, liens, rights, interests or other matters which may affect the subject property.

This company, in issuing this certificate, expressly disclaims any liability for the validity of any document or proceeding appearing in the public records and which constitutes a part of the chain of title. This certificate does not directly or indirectly set forth or imply any opinion, warranty, guarantee, insurance, or other similar assurance as to the status of title. This Company expressly disclaims any liability for loss or damage resulting from reliance on this certificate in excess of the fee paid to FIDELITY NATIONAL TITLE INSURANCE COMPANY or $1,000.00, whichever is less.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Carma Cornett

BY: _____

**Fidelity National Title**
Insurance Company

**Ownership and Encumbrance Report**

FNTIC File No: CD08-113660
Agent File No: 5343-35

**EXHIBIT 'A'**

**Parcel 1:**

**Begin at the intersection of the West line of Lot 30, subdivision of NAPIER and North part of HULL GRANT and the South right of way line of State Road 44; thence along said road line North 88 degrees 34 minutes 48 seconds East, 117.00 feet to the Point of Beginning; thence along said road line 200 feet to a point; thence South 29 degrees 47 minutes 12 seconds East 200 feet to a point; thence South 88 degrees 34 minutes 48 seconds West 200 feet to a point; thence in a straight line to the Point of Beginning 200 feet, being Lots 3 and 4, Block 1, HAMMOCK GARDENS, UNRECORDED PLAT of Lot 30 South of Highway 44 and of Lot 43 Block 14 of NAPIER and the North part of Hull Grants, per Map Book 2, Page 42, Public Records of Volusia County, Florida.**

**Parcel 2:**

**A part of Block 14, South of State Road #40 according to the plat of NAPIER and HULL GRANTS, Volusia County, Florida, as follows, to-wit: Commencing at the intersection of the Westerly line of Lot 30 with the South right-of-way line of State Road #40; thence running Easterly and binding on the South right-of-way line of State Road #40 a distance of 417 feet to a point which is the Point of Beginning of this description; thence continuing Easterly and binding on the South right-of-way line of State Road #40 a distance of 54.58 feet to a point which is the intersection with the West line of Wild Orange Drive, a 50 foot road way; thence South 29 degrees 47 minutes 12 seconds East a distance of 200 feet to a point on the West line of Wild Orange Drive; thence Westerly and parallel to the South right-of-way line of State Road #40 a distance of 54.58 feet to a point; thence Northerly and parallel to the West line of Wild Orange Drive a distance of 200 feet to the Point of Beginning of this description. (Also known and described as Lot 1, Block 1, of HAMMOCK GARDENS, an unrecorded subdivision).**

**And**

**Begin at the intersection of the West line, Lot 30, Subdivision of NAPIER and North part of HULL GRANT and the South right-of-way line of State Road No. 40; thence North 88 degrees 34 minutes 48 seconds East along said South right-of-way line 317 feet for the Point of Beginning; thence North 88 degrees 47 minutes 12 seconds East 100 feet; thence South 29 degrees 47 minutes 12 seconds East 200 feet; thence South 88 degrees 47 minutes 12 seconds West 100 feet; thence North 29 degrees 47 minutes 12 seconds West 200 feet to the Point of Beginning; being parts of Lots 30 and 43, said Subdivision of NAPIER and North part of HULL GRANTS, according to the map recorded in Map Book "M", Page 688, Public Records of Volusia County, Florida.**

**Parcel 3:**

**Fidelity National Title**
Insurance Company

**Ownership and Encumbrance Report**

FNTIC File No: CD08-113660
Agent File No: 5343-35

**A part of Block 14, South of State Road #40 according to the plat of NAPIER and HULL GRANTS, Volusia County, Florida, as follows, to-wit: Commencing at the intersection of the Westerly line of Lot 30 in said Block 14 with the South right-of-way line of State Road #40; thence running Easterly and binding on the South right-of-way line of State Road #40 a distance of 471.58 feet more or less to the intersection with the West line of Wild Orange Drive, a 50 foot road way; thence South 29 degrees 47 minutes 12 seconds East along said West line of Wild Orange Drive a distance of 200 feet to a point which is the Point of Beginning of this description; thence continuing along said road line 172 feet to a point; thence Westerly and at right angles a distance of 200 feet to a point; thence Northerly and at right angles a distance of approximately 280 feet to a point which is 200 feet South 29 degrees 47 minutes 12 seconds East from the South right-of-way line of State Road #40, thence in a straight line and parallel to State Road #40 to the Point of Beginning of this description. (Also known and described as Lots 101, 102 and 103, Block 1, of HAMMOCK GARDENS, an unrecorded subdivision.)**

**Parcel 4:**

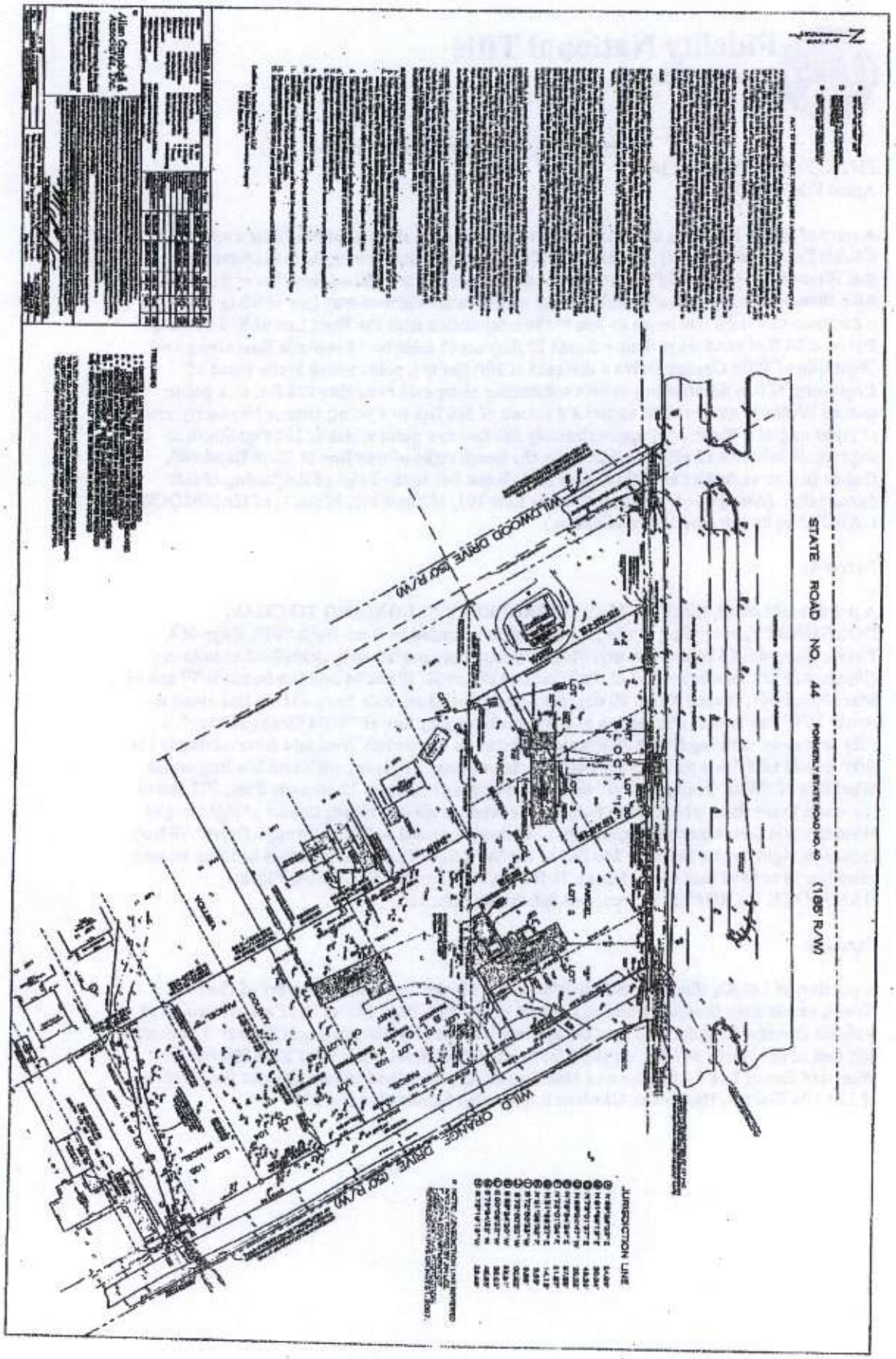
**A portion of Lot 43, Block 14, MAP OF PROPERTY BELONGING TO CHAS. DOUGHERTY, according to the plat thereof as recorded in Deed Book "M", Page 688, Public Records of Volusia County, Florida being more particularly described as follows: Commence at the intersection of the West line of Lot 30, Block 14 and the South R/W line of State Road #44; thence North 88 degrees 34 minutes 48 seconds East, 471.58 feet along the South R/W line to the intersection of the West boundary line of "Wild Orange Drive", a fifty foot road running North 29 degrees 47 minutes 12 seconds West and intersecting in the S/W line of said State Road at the point as stated; thence running with and binding on the West line of "Wild Orange Drive" South 29 degrees 47 minutes 12 seconds East, 372 feet to the stake there fixed which is the point of the land herein described; thence at right angles Westerly 200 feet; thence at right angles Southerly parallel to "Wild Orange Drive" 70 feet; thence at right angles Easterly 200 feet to the West line of said road; thence binding on said road North to the Point of Beginning 70 feet. Also described as Lot 104, Block 1, HAMMOCK GARDENS, unrecorded Subdivision No. 116.**

**Parcel 5:**

**A portion of Lot 43, Block 14, Subdivision of the Napier and the North part of the Hull Grant, as per map thereof recorded in Deed Book "M", Page 688, of the Public Records of Volusia County, Florida, said part being more particularly described as follows: The South 105 feet of the North 547 feet on the East line South of State Road 40 of East 200 feet of West 415 feet of Lot 43, Napier and Hull Grant, also described as Lot 105 and the North ½ of Lot 106 Block 1, Hammock Gardens unrecorded Subdivision No. 116.**

Best Available Image

Instrument# 2010-066784 # 30
Book: 6465
Page: 3193



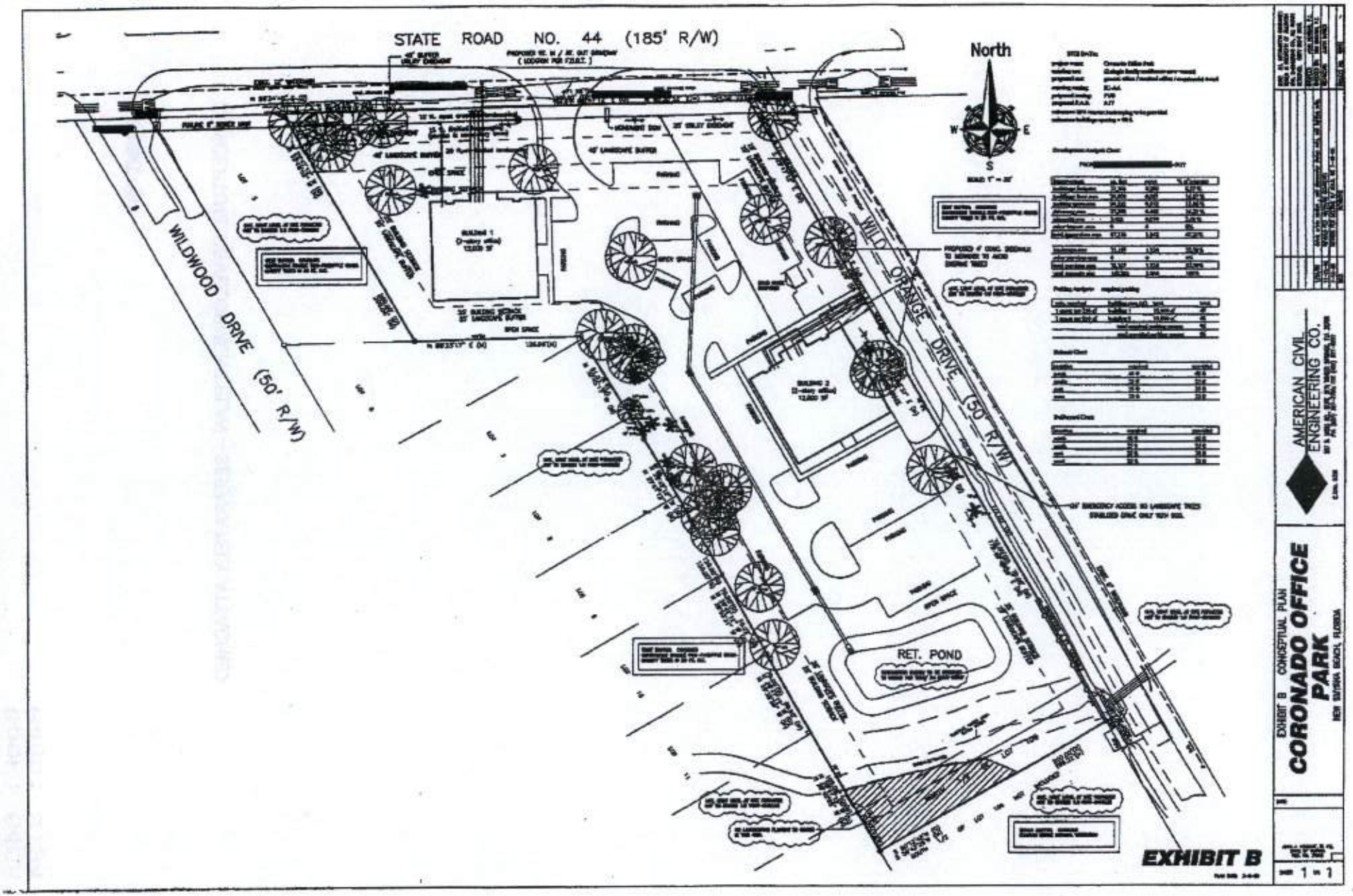
Instrument# 2010-066784 # 31
Book: 6465
Page: 3194

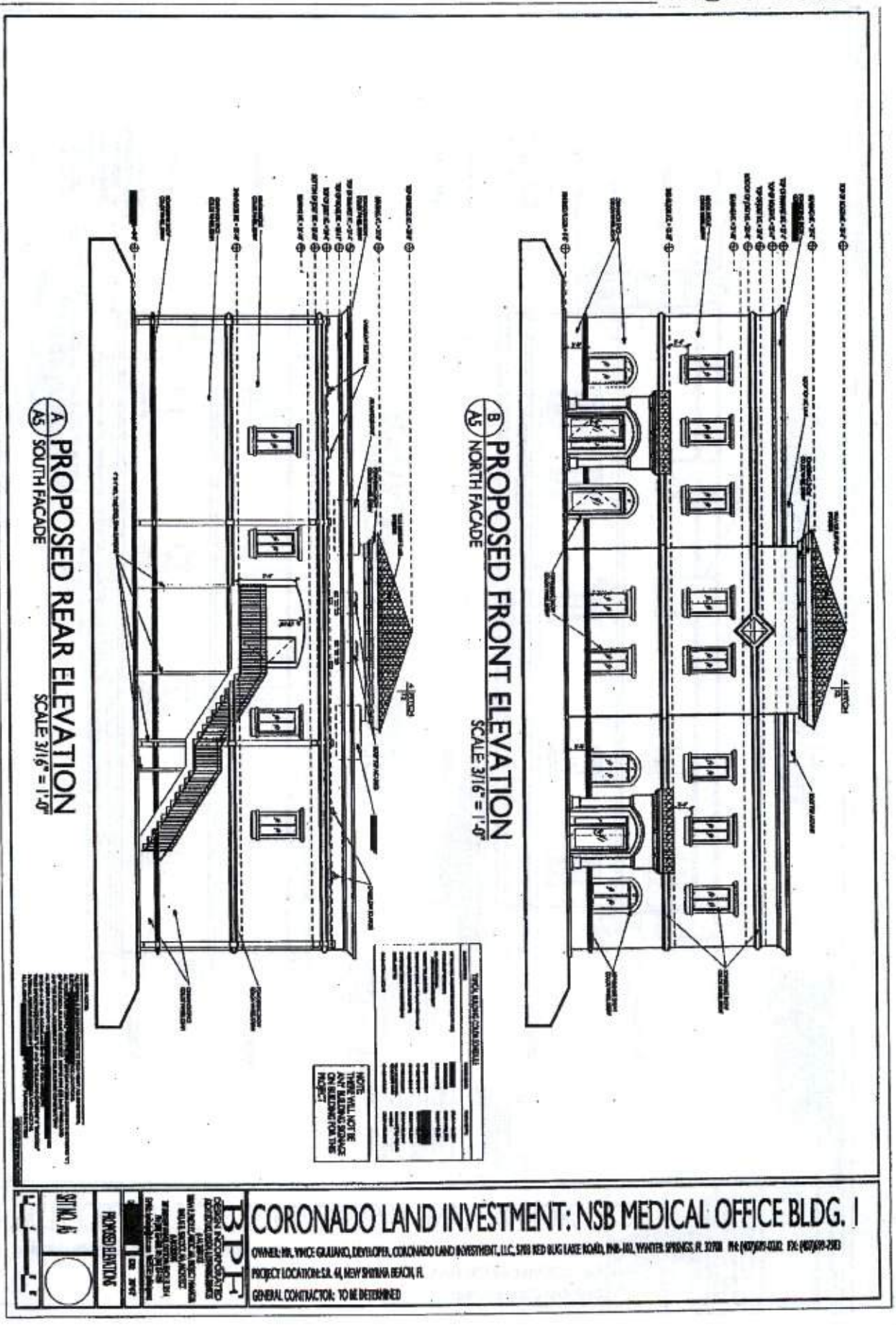
**EXHIBIT "B"**

CONCEPTUAL DEVELOPMENT PLAN – SEPARATELY ATTACHED

Instrument# 2010-066784 # 32
Book: 6465
Page: 3195

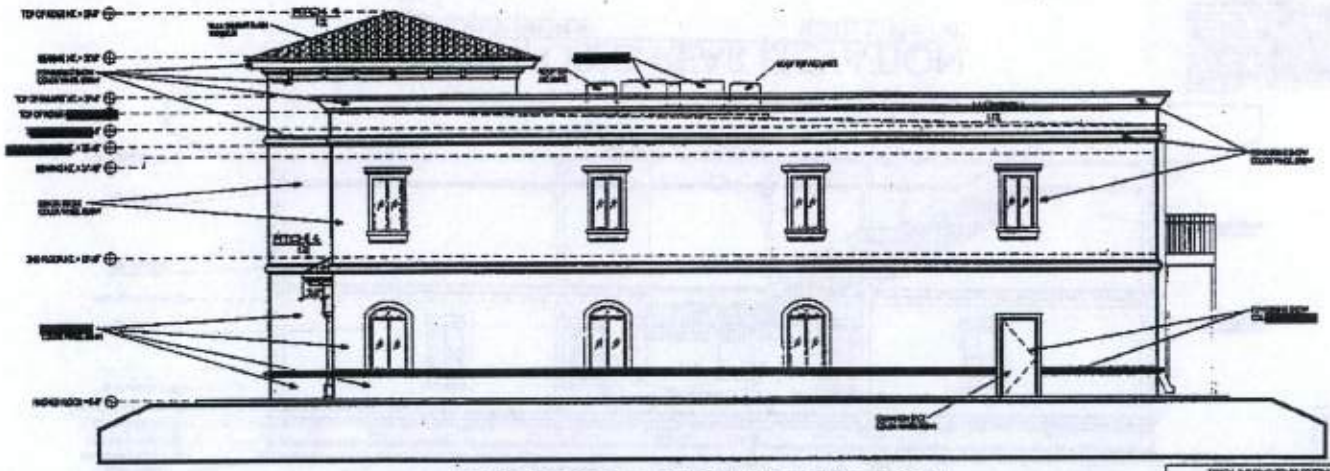




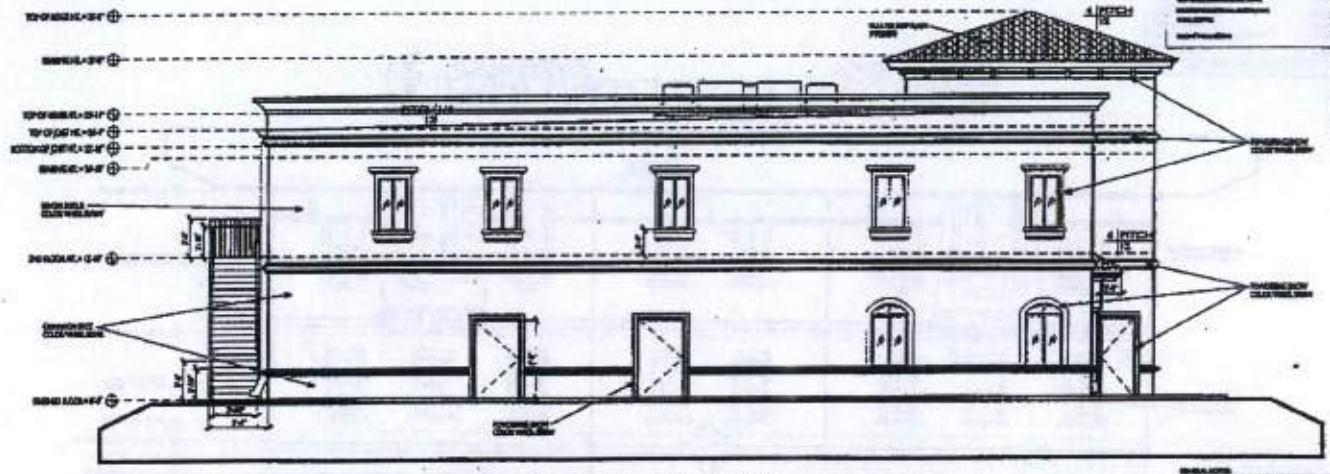

A5 PROPOSED REAR ELEVATION
SOUTH FACADE
SCALE: 3/16" = 1'-0"
B A5 PROPOSED FRONT ELEVATION
NORTH FACADE
SCALE: 3/16" = 1'-0"
NOTE: THERE WILL NOT BE ANY SIDING SIGNAGE ON BUILDING FOR THIS PROJECT
CORONADO LAND INVESTMENT: NSB MEDICAL OFFICE BLDG. I
OWNER: MR. VINCE GIULIANO, DEVELOPER, CORONADO LAND INVESTMENT, LLC, 5788 RED BUG LAKE ROAD, #HB-180, WINTER SPRINGS, FL 32708
PROJECT LOCATION: S.R. 44, NEW SMYRNA BEACH, FL
GENERAL CONTRACTOR: TO BE DETERMINED
BPF DESIGN INCORPORATED
PROPOSED ELEVATIONS
SHT NO. A5

Instrument# 2010-066784 # 34
Book: 6465
Page: 3197





B / A6 PROPOSED SIDE ELEVATION
WEST FACADE
SCALE: 3/16" = 1'-0"



A / A6 PROPOSED SIDE ELEVATION
EAST FACADE
SCALE: 3/16" = 1'-0"

NOTE:
THERE WILL NOT BE ANY BUILDING SIGNAGE ON BUILDING FOR THIS PROJECT

# CORONADO LAND INVESTMENT: NSB MEDICAL OFFICE BLDG. I

BPF
DESIGN INCORPORATED

PROPOSED ELEVATIONS

SHT NO. A6

..\Bldg.1\cad_95\elev.DGN Nov. 13, 2008 07:51:48

**EXHIBIT "C"**

DIMENSIONAL & PHYSICAL SITE REQUIREMENTS OF PROPERTY

## TABLE OF DIMENSIONAL & PHYSICAL SITE REQUIREMENTS OF PROPERTY

| | |
|---|---|
| Project Name: | Coronado Office Park |
| Existing Land Use: | Two (2) single family residencies, now vacant |
| Proposed Land Use: | General office, medical office, commercial, retail |
| Existing Zoning: | R1-AA |
| Proposed Zoning: | PUD |
| Proposed F.A.R.: | 0.17 |

**DEVELOPMENT ANALYSIS CHARTS**

**Proposed Conditions at Build-Out**

| Improvement | Sq. Feet | Acres | % of Property |
|---|---|---|---|
| Buildings Footprint | 12,206 | 0.280 | 11.35% |
| Buildings Floor Area | 24,000 | 0..551 | 22.32% |
| Parking Space Area | 19,720 | 0.372 | 15.10% |
| Driveway Area | 23,093 | 0.465 | 18.82% |
| Sidewalk Area | 3,455 | 0.079 | 3.21% |
| Other Impervious Area | 0 | 0 | 0 |
| Total Impervious Area | 58,504 | 1.197 | 41.12% |
| Landscaped Area | 83,779 | 1.923 | 58.88% |
| Other Pervious Area | 0 | 0 | 0 |
| Total Pervious Area | 83,779 | 1.923 | 58.88% |
| Total Property Size | 142,283 | 3.266 | 100.00% |

| | |
|---|---|
| Minimum Building Spacing | 50-Feet |

**Parking Analysis – Required Parking**

| Criteria | Site | Sq. Feet | #Spaces |
|---|---|---|---|
| 1 Parking Space per 250 SF | Building 1 | 12,000 | 48 |
| 1 Parking Space per 250 SF | Building 2 | 12,000 | 48 |
| Total Required Parking Spaces | | | 96 |
| Total Provided Parking Spaces | | | 99 |

**Setback Chart**

| Location | Required | Provided |
|---|---|---|
| SR-44 | 65-feet | 65-feet |
| South | 25-feet | 25-feet |
| East | 25-feet | 25-feet |
| West | 25-feet | 25-feet |

**Bufferyard Chart**

| Location | Required | Provided |
|---|---|---|
| SR-44 | 35-feet | 35-feet* |
| South | 25-feet | 25-feet |
| East | 25-feet | 25-feet |
| West | 25-feet | 25-feet |

(*) First 10-feet easement only.

**EXHIBIT "D"**

NAMES AND ADDRESSES OF PROPERTY OWNERS WITHIN 150 FEET OF PROPERTY

Instrument# 2010-066784 # 38
Book: 6465
Page: 3201

## Adjacent Property Owners (within 150 feet of Subject Site)

| Parcel I.D. | Owner Name | Property Location | Owner Address |
|---|---|---|---|
| 43-17-33-06-00-0064 | New Smyrna Beach Acquisition LLC | SR 44 New Smyrna Beach, FL 32168 | 411 Commercial Court, Suite E<br>Venice, FL 34292 |
| 43-17-33-06-00-0061 | New Smyrna Beach Acquisition LLC | SR 44 New Smyrna Beach, FL 32168 | 411 Commercial Court, Suite E<br>Venice, FL 34292 |
| 43-17-33-06-00-0230 | Colony Park LLC | SR 44 New Smyrna Beach, FL 32168 | 411 Commercial Court, Suite E<br>Venice, FL 34292 |
| 43-17-33-06-00-0292 | Village Acquisitions LLC | Canal Street<br>New Smyrna Beach, FL 32168 | P.O. Box 1685<br>New Smyrna Beach, FL 32170 |
| 43-17-33-07-01-0050 | Vivian Russell | 151 Wildwood Drive<br>New Smyrna Beach, FL 32168 | 1135 South SR 415<br>New Smyrna Beach, FL 32168 |
| 43-17-33-06-00-0446 | Anthony H. McConnell<br>Elizabeth J. Giardina | 290 Wildwood Drive<br>New Smyrna Beach, FL 32168 | 290 Wildwood Drive<br>New Smyrna Beach, FL 32168 |
| 43-17-33-06-00-0444 | Roger W. Banks<br>Debra E. Banks | 298 Wildwood Drive<br>New Smyrna Beach, FL 32168 | 298 Wildwood Drive<br>New Smyrna Beach, FL 32168 |
| 43-17-33-07-01-0060 | Lionel W. McGill<br>Shirley R. McGill | 235 Wildwood Drive<br>New Smyrna Beach, FL 32168 | 200 Conova Street<br>New Smyrna Beach, FL 32168 |
| 43-17-33-07-01-0080 | Jason Greene | 251 Wildwood Drive<br>New Smyrna Beach, FL 32168 | 251 Wildwood Drive<br>New Smyrna Beach, FL 32168 |
| 43-17-33-07-01-0100 | Richard L. Collison | Wildwood Drive<br>New Smyrna Beach, FL 32168 | 635 Yupon Avenue<br>New Smyrna Beach, FL 32169 |
| 43-17-33[redacted] | James E. McKenzie<br>Connie L. McKenzie | 293 Wildwood Drive<br>New Smyrna Beach, FL 32168 | 293 Wildwood Drive<br>New Smyrna Beach, FL 32168 |
| 43-17-33[redacted] | Donald R. Holmes<br>Lamie M. Holmes | 323 Wildwood Drive<br>New Smyrna Beach, FL 32168 | 323 Wildwood Drive<br>New Smyrna Beach, FL 32168 |
| 43-17-33[redacted] | Steven R. Jones<br>Traci Jean Jones | 310 S. Wild Orange Drive<br>New Smyrna Beach, FL 32168 | 310 S. Wild Orange Drive<br>New Smyrna Beach, FL 32168 |
| 43-17-33[redacted] | Peter R. Minelga<br>Leonida Minelga | 320 S. Wild Orange Drive<br>New Smyrna Beach, FL 32168 | 320 S. Wild Orange Drive<br>New Smyrna Beach, FL 32168 |
| 43-17-33[redacted] | Robert Beitzel<br>Vicki Beitzel | 330 S. Wild Orange Drive<br>New Smyrna Beach, FL 32168 | 4371 Old Seale Hwy.<br>Seale, AL 36875 |
| 43-17-33[redacted] | Jerry C. Sapp, Jr.<br>Dolores W. Sapp | Canal Street<br>New Smyrna Beach, FL 32168 | 613 Timberlane<br>New Smyrna Beach, FL 32168 |
| 43-17-33[redacted] | Jerry C. Sapp, Jr.<br>Dolores W. Sapp | Canal Street<br>New Smyrna Beach, FL 32168 | 613 Timberlane<br>New Smyrna Beach, FL 32168 |

Instrument# 2010-066784 # 39
Book: 6465
Page: 3202

| Parcel I.D. | Owner Name | Property Location | Owner Address |
|---|---|---|---|
| 43-17-33-07-02-0070 | PP&P Property Investing Inc. | S. Wild Orange Drive<br>New Smyrna Beach, FL 32168 | 242 W. Pine Avenue<br>New Smyrna Beach, FL 32168 |
| 43-17-33-07-02-0080 | PP&P Property Investing Inc. | S. Wild Orange Drive<br>New Smyrna Beach, FL 32168 | 242 W. Pine Avenue<br>New Smyrna Beach, FL 32168 |
| 43-17-33-07-02-0100 | Mark D. Ledford | 309 S. Wild Orange Drive<br>New Smyrna Beach, FL 32168 | 309 S. Wild Orange Drive<br>New Smyrna Beach, FL 32168 |
| 43-17-33-07-02-0120 | Mark D. Black | 323 S. Wild Orange Drive<br>New Smyrna Beach, FL 32168 | P.O. Box 207<br>Edgewater, FL 32132 |

Instrument# 2010-066784 # 40
Book: 6465
Page: 3203

Instrument# 2010-066784 # 41
Book: 6465
Page: 3204

**EXHIBIT "E"**

LETTER FROM TRAFFIC ENGINEER

LETTER FROM TRANSIT SERVICE

Instrument# 2010-066784 # 42
Book: 6465
Page: 3205

**Traf Tech**
ENGINEERING, INC.

Mr. Victor A. Lopiccolo
Contracts & Permits Coordinator
DeLand Operations – Florida DOT
1650 North Kepler Road
DeLand, Florida 32724

November 5, 2007

Re: **SR 44 Access for Proposed Medical Office PUD, New Smyrna Beach, Florida**

Dear Mr. Lopiccolo:

The purpose of this letter is to summarize the results of our meeting held on Tuesday, October 30, 2007 in connection with the proposed access driveway off of SR 44 for the proposed Medical Office PUD project. The subject development is to be located on the south side of SR 44, between Wildwood Drive and Wild Orange Drive, in the City of New Smyrna Beach, Florida. Present at the meeting were the following individuals:

Mr. Victor Lopiccolo – Contracts and Permits Coordinator for FDOT District Five
Mr. Chad Lingenfelter – Chief Planner for New Smyrna Beach
Mr. Vincent Giuliano – Coronado Investments
Mr. Ralph Giuliano – Coronado Investments
Mr. Joaquin Vargas – Traf Tech Engineering, Inc. (Project Traffic Engineer)

The purpose of the meeting was to discuss the proposed access for the project. Specifically, discussions regarding the driveway location and the need for a separate right-turn lane were held. The following decisions were reached during the meeting between the attending parties:

- The proposed driveway will be restricted to right-turns in/right-turns out movements. That is, no left turns will be permitted at the proposed project driveway.

- Due to the low number of new trips anticipated to be generated by the proposed Medical Office PUD project, an eastbound right-turn lane is not warranted. However, in order to maintain adequate safety along SR 44, and given the existing taper for eastbound traveling motorist that are turning right onto Wild Orange Drive, the following design considerations should be implemented as part of the driveway construction:

  - The driveway should be located approximately 130 feet west of Wild Orange Drive.

  - Take advantage of the existing eastbound taper in order to provide deceleration opportunities to future patrons of the subject medical-office development.

8400 North University Drive, Suite 202, Tamarac, Florida 33321
Tel: (954) 582-0988 Fax: (954) 582-0989 E-mail: joaquin@traftech.biz

- In order to maintain adequate safety along SR 44, provide a 50-foot turning radii for eastbound traveling vehicles that are turning right from SR 44 onto the medical office development. The 50-foot dimension is the optimum radii for right-turning-vehicle purposes (typical radii range from 25 feet to 50 feet).

I trust the above information is an accurate representation of the discussions and decisions held during the October 30th meeting. Please give me a call if you have any comments relative to the information presented herein.

Sincerely,

**TRAF TECH ENGINEERING, INC.**

Joaquin E. Vargas, P.E., PTOE
Senior Transportation Engineer

Copies to: Chad T. Lingenfelter, AICP (Chief Planner for New Smyrna Beach)
Vincent Giuliano (Coronado Investments)
Ralph Giuliano (Coronado Investments)

Instrument# 2010-066784 # 44
Book: 6465
Page: 3207

**Traf Tech**
ENGINEERING, INC.

June 11, 2008

Mr. Vincent Giuliano
Coronado Investments

Re: **SR 44 & Wild Orange Medical Office PUD – Traffic Study**

Dear Vincent:

In response to the three traffic-related comments provided by the City of New Smyrna Beach in connection with the SR 44 & Wild Orange Medical Office PUD, we offer the following clarifications:

**Pages 14 and 15 - Distance to Jungle Road/Hidden Pines**
The project site is located approximately 1400 feet west of Jungle Road/Hidden Pines, which is just over 0.25 miles. The purpose of this statement was to indicate that the intersection of Jungle Road/Hidden Pines is outside of the influence area of the subject project. If the radius of development influence for this project is 0.5 miles as opposed to 0.25 miles, the conclusions reached do not change because the intersection of SR 44 and Jungle Road/Hidden Pines was evaluated in the traffic study.

**Page 16 – Bullet Addressing Access on Wild Orange Drive**
The third bullet on Page 16 is no longer applicable since the access for the project was changed based on the results of a meeting held with the FDOT.

**Page 16 – Northbound Approach of SR 44/Wild Orange Drive Intersection**
The recommended improvement on Wild Orange Drive (construct a separate northbound left-turn lane) is no longer needed since the access will be off of SR 44.

Please give me a call if you or the City has any questions or comments.

Sincerely,

**TRAF TECH ENGINEERING, INC.**

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

8400 North University Drive, Suite 202, Tamarac, Florida 33321
Tel: (954) 582-0988 Fax: (954) 582-0989 E-mail: joaquin@traftech.biz

Instrument# 2010-066784 # 45
Book: 6465
Page: 3208

Votran
We drive a great bargain

June 11, 2008

Dr. Vincent Guiliano
Coronado Land Investments, LLC
5703 Red Bug Lake Rd., PMB-102
Winter Springs, Florida 32708

Dear Dr. Guiliano:

In response to your e-mil request of June 9, we provide the following information, regarding bus service to 2310 Canal Street, New Smyrna Beach, Florida.

1. Votran, the public [redacted] or Volusia County, does not provide service to this address. Service is currently terminated at SR 44 and Wallace Rd., approximately 1.1 miles east of the address.
2. Volusia Count is currently assessing its service capacity for possible reductions in service, due to [redacted]ed revenue reductions. Service expansion in not expected in the near term.

I hope this provides you with the information you require. If you have any questions or concerns please let me know at rdavenport@co.volusia.fl.us .

Sincerely,

Robert E. Davenport
Customer Service Manager

Cc: Heather Blanck, [redacted] General Manager

950 BIG TREE ROAD — SOUTH DAYTONA, FLORIDA 32119-8915
(386) 756-7496 — FAX (386) 756-7487
A service of Volusia County Government

Instrument# 2010-066784 # 46
Book: 6465
Page: 3209

**Traf Tech**
ENGINEERING, INC.

November 15, 2008

Mr. Vincent Giuliano
Coronado Investments

Re: **SR 44 & Wild Orange Medical Office PUD – Additional Traffic Analyses**

Dear Vincent:

In response to the three traffic-related comments provided by the City of New Smyrna Beach in connection with the SR 44 & Wild Orange Medical Office PUD, we offer the following responses:

**New Impacts on SR 44 Based on New Access Plan**

The previous full access driveway on Wild Orange Drive has been moved to SR 44. The new SR 44 access driveway will be restricted to right-turns in/right-turns out. Hence, vehicles arriving from the east will continue past the project, execute a west-to-east U-turn at Wildwood Drive in order to access the project site. Similarly, vehicles exiting the project that wish to head west on SR 44 will first be required to head east on SR 44 and execute an east-to-west U-turn at Jungle Road/Hidden Pines Boulevard. (Due to the close proximity of the project driveway from Wild Orange Drive, all exiting vehicles were assumed to continue east past Wild Orange Drive. That is, no east-to-west U-turns were assumed at the intersection of SR 44 and Wild Orange Drive). The new project trip distribution is graphically depicted in the revised Figure 4 – Project Traffic Assignment for the PM peak hour. Table 1 below shows the revised project impacts on SR 44 based on the new access plan.

**TABLE 1**
**Project Impacts on SR 44**
**Medical Office PUD**

| Roadway Segment | Project Trips – PM Peak Hour |
|---|---|
| West of Glencoe Road | 22 |
| Glencoe Road to Colony Park Road | 33 |
| Colony Park Road to Project Site | 61 |
| Project Site to Jungle Road/Hidden Pines | 99 |
| East of Jungle Road /Hidden Pines | 42 |

*Source: Traf Tech Engineering, Inc.*

Based on the information contained in Table 1, the average project impacts, east and west of the project site, are 71 and 39 peak hour trips, respectively.

8400 North University Drive, Suite 202, Tamarac, Florida 33321
Tel: (954) 582-0988 Fax: (954) 582-0989 E-mail: joequin@traftech.biz

**SR 44 and Jungle Road/Hidden Pines Boulevard**

With the new access plan, additional project trips will impact the intersection of SR 44 and Jungle Road/Hidden Pines Boulevard (specifically, an additional 24 east-to-west U-turning vehicles). The subject intersection was re-analyzed with the new impacts and the intersection, as a whole, is projected to operate at level of service "D", which is acceptable. The revised future volume spreadsheet, capacity analysis, and overall level of service for the subject intersection are attached.

**SR 44 and Glencoe Road Proportionate Share Analysis**

Based on the results of the capacity/level of service analyses conducted for the intersection of SR 44 and Glencoe Road, the proposed project, on average, is adding approximately 0.6 seconds of additional delay to the eastbound and westbound left-turning movements. The eastbound and westbound through and right-turn movements are free-flowing and therefore, no delay is experienced by these movements. The 0.6 seconds of delay is associated with three (3) westbound left-turning vehicles, or 0.2 seconds per vehicle. Since the northbound and southbound approaches are operating at a poor level of service and a high volume-to-capacity ratio, the capacity software does not produce delays for these approaches. In order to determine the delay caused by this project to the north and south approaches, the three project trips (one northbound right and two southbound lefts) were assumed to also have approximately 0.2 seconds per vehicle of additional delay, for a total of 0.6 seconds for the Glencoe Road approaches. Therefore, the proposed project is anticipated to increase delay be 1.6 seconds (0.6 + 0.6), say 2 seconds, at the intersection of SR 44 and Glencoe Road.

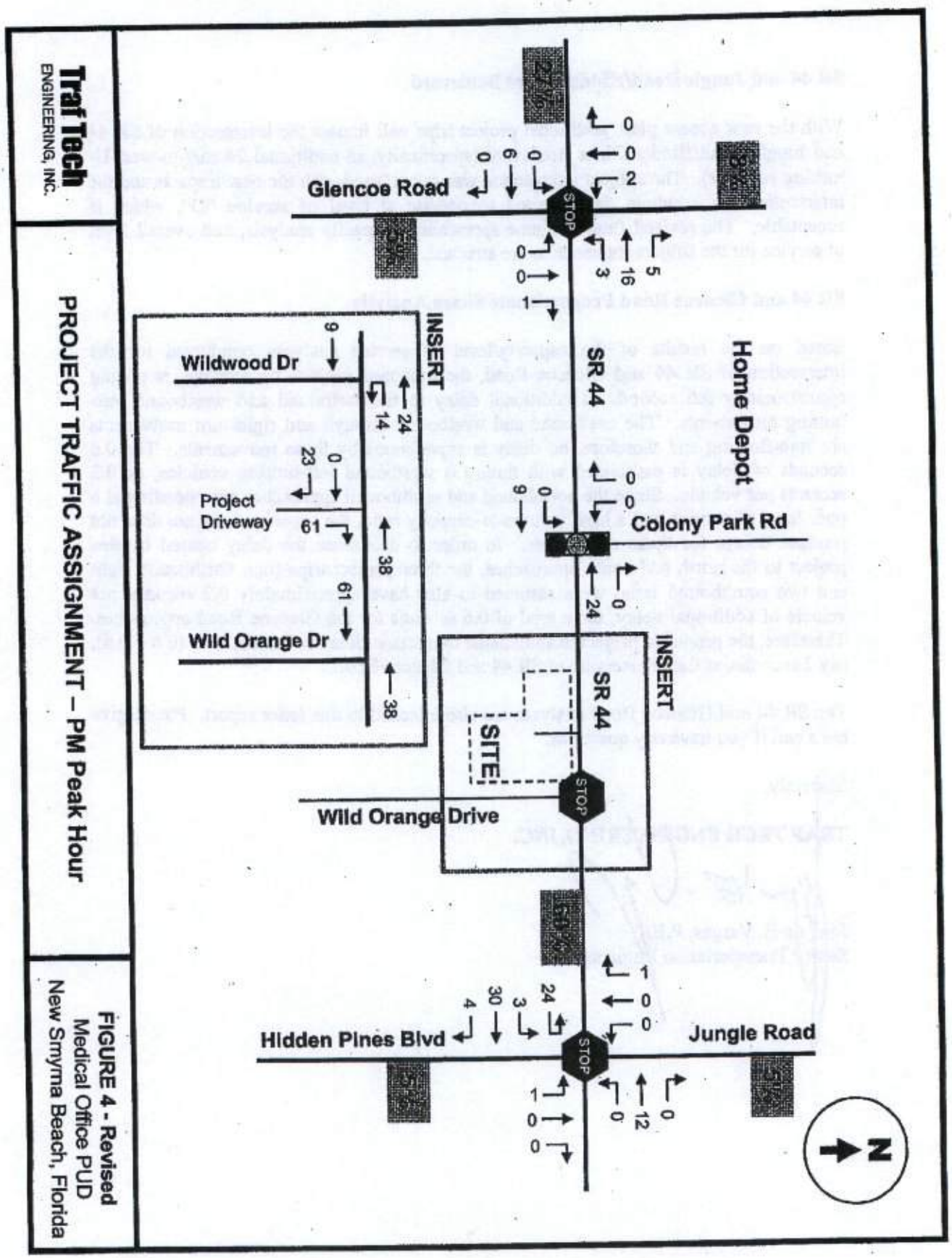
The SR 44 and Glencoe Road analyses are also attached to this letter report. Please give me a call if you have any questions.

Sincerely,

**TRAF TECH ENGINEERING, INC.**

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

Instrument# 2010-066784 # 48
Book: 6465
Page: 3211



## FUTURE TURNING MOVEMENT VOLUME ANALYSIS

### SR 44 and Jungle Road
### PM Peak Hour Analysis

| Description | Hidden Pines Blvd Northbound | | | Jungle Road Southbound | | | SR 44 Eastbound | | | SR 44 Westbound | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Through | Right | Left | Through | Right | Left | Through | Right | Left | Through | Right |
| 2007 Existing Traffic | 19 | 5 | 44 | 1 | 1 | 33 | 45 | 959 | 47 | 34 | 1,001 | 5 |
| Season Adjustment Factor | 1.10 | 1.10 | 1.10 | 1.10 | 1.10 | 1.10 | 1.10 | 1.10 | 1.10 | 1.10 | 1.10 | 1.10 |
| 2007 Peak Season Traffic | 21 | 6 | 48 | 1 | 1 | 36 | 50 | 1,055 | 52 | 37 | 1,101 | 6 |
| Annual Growth Rate | 2.4% | 2.4% | 2.4% | 2.4% | 2.4% | 2.4% | 2.4% | 2.4% | 2.4% | 2.4% | 2.4% | 2.4% |
| 2008 Growth Traffic | 21 | 6 | 50 | 1 | 1 | 37 | 51 | 1,080 | 53 | 38 | 1,128 | 6 |
| Committed Traffic | | | | | | | | 241 | | | 161 | |
| Home Depot Traffic | | | | | | | | 15 | | | 0 | |
| Timberlane Retail | 4 | | | | | 4 | 4 | 40 | 5 | | 38 | |
| Village Square | | | | | | | | 39 | | | 31 | |
| 2008 Background Traffic | 25 | 6 | 50 | 1 | 1 | 41 | 55 | 1,415 | 58 | 38 | 1,358 | 6 |
| Project Traffic | 1 | | | | | 1 | 27 | 30 | 4 | | 12 | |
| 2008 Total Traffic | 26 | 6 | 50 | 1 | 1 | 42 | 82 | 1,445 | 62 | 38 | 1,370 | 6 |

NOTE: Home Depot Traffic includes projected traffic, as documented in the Home Depot Traffic Study, minus 2007 traffic counts which reflects some of the Home Depot trips anticipated at buidout.

| Movements with Delay | Volume | Delay | Vol x Delay | | |
|---|---|---|---|---|---|
| Eastbound Left | 82 | 14.8 | 1,213.6 | | |
| Westbound Left | 38 | 15.0 | 570.0 | | |
| Northbound | 82 | 68.0 | 5,576.0 | | |
| Southbound | 44 | 20.3 | 893.2 | | |
| | | | | Average Delay | LOS |
| Total | 246 | | 8,252.8 | 33.5 | D |

Instrument# 2010-066784 # 49
Book: 6465
Page: 3212

Instrument# 2010-066784 # 50
Book: 6465
Page: 3213



# TWO-WAY STOP CONTROL SUMMARY

## General Information

| | |
|---|---|
| Analyst | Vargas |
| Agency/Co. | Traf Tech Engineering, Inc. |
| Date Performed | 8/25/2007 |
| Analysis Time Period | PM Peak Hour |

## Site Information

| | |
|---|---|
| Intersection | SR 44/Jungle |
| Jurisdiction | New Smyrna Beach |
| Analysis Year | 2008 Total w/Project |

Project Description

East/West Street: SR 44 | North/South Street: Jungle Road/Hidden Pines

Intersection Orientation: East-West | Study Period (hrs): 0.25

## Vehicle Volumes and Adjustments

| Major Street | Eastbound | | | Westbound | | |
|---|---|---|---|---|---|---|
| Movement | 1 | 2 | 3 | 4 | 5 | 6 |
| | L | T | R | L | T | R |
| Volume (veh/h) | 82 | 1445 | 62 | 38 | 1370 | 6 |
| Peak-Hour Factor, PHF | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Hourly Flow Rate, HFR (veh/h) | 89 | 1570 | 67 | 41 | 1489 | 6 |
| Percent Heavy Vehicles | 0 | -- | -- | 0 | -- | -- |
| Median Type | Raised curb | | | | | |
| RT Channelized | | | 0 | | | 0 |
| Lanes | 1 | 2 | 1 | 1 | 2 | 0 |
| Configuration | L | T | R | L | T | TR |
| Upstream Signal | | 0 | | | 0 | |

| Minor Street | Northbound | | | Southbound | | |
|---|---|---|---|---|---|---|
| Movement | 7 | 8 | 9 | 10 | 11 | 12 |
| | L | T | R | L | T | R |
| Volume (veh/h) | 26 | 6 | 50 | 1 | 1 | 42 |
| Peak-Hour Factor, PHF | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Hourly Flow Rate, HFR (veh/h) | 28 | 6 | 54 | 1 | 1 | 45 |
| Percent Heavy Vehicles | 0 | 2 | 0 | 0 | 2 | 0 |
| Percent Grade (%) | | 0 | | | 0 | |
| Flared Approach | | N | | | N | |
| Storage | | 0 | | | 0 | |
| RT Channelized | | | 0 | | | 0 |
| Lanes | 1 | 1 | 0 | 0 | 1 | 0 |
| Configuration | L | | TR | | LTR | |

## Delay, Queue Length, and Level of Service

| Approach | Eastbound | Westbound | Northbound | | | Southbound | | |
|---|---|---|---|---|---|---|---|---|
| Movement | 1 | 4 | 7 | 8 | 9 | 10 | 11 | 12 |
| Lane Configuration | L | L | L | | TR | | LTR | |
| v (veh/h) | 89 | 41 | 28 | | 60 | | 47 | |
| C (m) (veh/h) | 455 | 401 | 50 | | 192 | | 282 | |
| v/c | 0.20 | 0.10 | 0.56 | | 0.31 | | 0.17 | |
| 95% queue length | 0.72 | 0.34 | 2.15 | | 1.27 | | 0.59 | |
| Control Delay (s/veh) | 14.8 | 15.0 | 145.2 | | 32.1 | | 20.3 | |
| LOS | B | B | F | | D | | C | |

Instrument# 2010-066784 # 51
Book: 6465
Page: 3214



| | | | | |
|---|---|---|---|---|
| Approach Delay (s/veh) | -- | -- | 68.0 | 20.3 |
| Approach LOS | -- | -- | F | C |

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Instrument# 2010-066784 # 52
Book: 6465
Page: 3215



# TWO-WAY STOP CONTROL SUMMARY

## General Information

| | |
|---|---|
| Analyst | Varges |
| Agency/Co. | Traf Tech Engineering, Inc. |
| Date Performed | 8/25/07 |
| Analysis Time Period | PM Peak Hour |

## Site Information

| | |
|---|---|
| Intersection | SR 44/Glencoe |
| Jurisdiction | New Smyrna Beach |
| Analysis Year | 2008 Background |
| | |

Project Description

East/West Street: SR 44 | North/South Street: Glencoe Road

Intersection Orientation: East-West | Study Period (hrs): 0.25

## Vehicle Volumes and Adjustments

| Major Street | Eastbound | | | Westbound | | |
|---|---|---|---|---|---|---|
| Movement | 1 | 2 | 3 | 4 | 5 | 6 |
| | L | T | R | L | T | R |
| Volume (veh/h) | 53 | 1408 | 168 | 158 | 935 | 143 |
| Peak-Hour Factor, PHF | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Hourly Flow Rate, HFR (veh/h) | 57 | 1530 | 182 | 171 | 1016 | 155 |
| Percent Heavy Vehicles | 2 | -- | -- | 2 | -- | -- |
| Median Type | Raised curb | | | | | |
| RT Channelized | | | 0 | | | 0 |
| Lanes | 1 | 2 | 1 | 1 | 2 | 1 |
| Configuration | L | T | R | L | T | R |
| Upstream Signal | | 0 | | | 0 | |

| Minor Street | Northbound | | | Southbound | | |
|---|---|---|---|---|---|---|
| Movement | 7 | 8 | 9 | 10 | 11 | 12 |
| | L | T | R | L | T | R |
| Volume (veh/h) | 69 | 67 | 132 | 86 | 67 | 62 |
| Peak-Hour Factor, PHF | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Hourly Flow Rate, HFR (veh/h) | 74 | 72 | 143 | 93 | 72 | 67 |
| Percent Heavy Vehicles | 2 | 2 | 2 | 2 | 2 | 2 |
| Percent Grade (%) | 0 | | | 0 | | |
| Flared Approach | | N | | | N | |
| Storage | | 0 | | | 0 | |
| RT Channelized | | | 0 | | | 0 |
| Lanes | 0 | 1 | 0 | 0 | 1 | 0 |
| Configuration | | LTR | | | LTR | |

## Delay, Queue Length, and Level of Service

| Approach | Eastbound | Westbound | Northbound | | | Southbound | | |
|---|---|---|---|---|---|---|---|---|
| Movement | 1 | 4 | 7 | 8 | 9 | 10 | 11 | 12 |
| Lane Configuration | L | L | | LTR | | | LTR | |
| v (veh/h) | 57 | 171 | | 289 | | | 232 | |
| C (m) (veh/h) | 592 | 367 | | | | | 0 | |
| v/c | 0.10 | 0.47 | | | | | | |
| 95% queue length | 0.32 | 2.39 | | | | | | |
| Control Delay (s/veh) | 11.7 | 23.1 | | | | | | |
| LOS | B | C | | | | | F | |

| | | | | |
|---|---|---|---|---|
| Approach Delay (s/veh) | -- | -- | | |
| Approach LOS | -- | -- | | |

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Instrument# 2010-066784 # 54
Book: 6465
Page: 3217



# TWO-WAY STOP CONTROL SUMMARY

## General Information

| | |
|---|---|
| Analyst | Vargas |
| Agency/Co. | Traf Tech Engineering, Inc. |
| Date Performed | 8/25/07 |
| Analysis Time Period | PM Peak Hour |

## Site Information

| | |
|---|---|
| Intersection | SR 44/Glencoe |
| Jurisdiction | New Smyrna Beach |
| Analysis Year | 2008 Total w/Project |
| | |

Project Description

East/West Street: SR 44 | North/South Street: Glencoe Road

Intersection Orientation: East-West | Study Period (hrs): 0.25

## Vehicle Volumes and Adjustments

| Major Street | Eastbound | | | Westbound | | |
|---|---|---|---|---|---|---|
| Movement | 1 | 2 | 3 | 4 | 5 | 6 |
| | L | T | R | L | T | R |
| Volume (veh/h) | 53 | 1414 | 168 | 161 | 951 | 148 |
| Peak-Hour Factor, PHF | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Hourly Flow Rate, HFR (veh/h) | 57 | 1536 | 182 | 174 | 1033 | 160 |
| Percent Heavy Vehicles | 2 | -- | -- | 2 | -- | -- |
| Median Type | Raised curb | | | | | |
| RT Channelized | | | 0 | | | 0 |
| Lanes | 1 | 2 | 1 | 1 | 2 | 1 |
| Configuration | L | T | R | L | T | R |
| Upstream Signal | | 0 | | | 0 | |

| Minor Street | Northbound | | | Southbound | | |
|---|---|---|---|---|---|---|
| Movement | 7 | 8 | 9 | 10 | 11 | 12 |
| | L | T | R | L | T | R |
| Volume (veh/h) | 69 | 67 | 133 | 88 | 67 | 62 |
| Peak-Hour Factor, PHF | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Hourly Flow Rate, HFR (veh/h) | 74 | 72 | 144 | 95 | 72 | 67 |
| Percent Heavy Vehicles | 2 | 2 | 2 | 2 | 2 | 2 |
| Percent Grade (%) | | 0 | | | 0 | |
| Flared Approach | | N | | | N | |
| Storage | | 0 | | | 0 | |
| RT Channelized | | | 0 | | | 0 |
| Lanes | 0 | 1 | 0 | 0 | 1 | 0 |
| Configuration | | LTR | | | LTR | |

## Delay, Queue Length, and Level of Service

| Approach | Eastbound | Westbound | Northbound | | | Southbound | | |
|---|---|---|---|---|---|---|---|---|
| Movement | 1 | 4 | 7 | 8 | 9 | 10 | 11 | 12 |
| Lane Configuration | L | L | | LTR | | | LTR | |
| v (veh/h) | 57 | 174 | | 290 | | | 234 | |
| C (m) (veh/h) | 581 | 365 | | | | | 0 | |
| v/c | 0.10 | 0.48 | | | | | | |
| 95% queue length | 0.32 | 2.48 | | | | | | |
| Control Delay (s/veh) | 11.9 | 23.5 | | | | | | |
| LOS | B | C | | | | | F | |

Instrument# 2010-066784 # 55
Book: 6465
Page: 3218
Diane M. Matousek
Volusia County, Clerk of Court



| | | | | |
|---|---|---|---|---|
| Approach Delay (s/veh) | – | -- | | |
| Approach LOS | – | -- | | |

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# Business Impact Estimate

*This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.*

| Proposed ordinance's title/reference: |
| --- |
| ORD 39-25 NSB Medical and Wellness PUD MDA |

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

# ORDINANCE NO. 39-25

**AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, REZONING 3.3± ACRES OF LAND GENERALLY LOCATED ALONG THE SOUTH SIDE OF S.R. 44, BETWEEN WILDWOOD DRIVE AND WILD ORANGE DRIVE FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) ZONING DISTRICT; APPROVING THE NEW SMYRNA BEACH MEDICAL COMPLEX AND WELLNESS CENTER PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE NEW SMYRNA BEACH MEDICAL COMPLEX AND WELLNESS CENTER PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; PROVIDING FOR A PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

***WHEREAS,*** applicant, Storch Law Firm, 420 South Nova Road, Daytona Beach, FL 32114, on behalf of property owner, FORT Investment Group LLC, 502 Palmetto Street, New Smyrna Beach, FL 32168, has initiated a request for the rezoning of approximately 3.3± of land currently zoned PUD and subject to the Master Development Agreement Coronado Office Park Planned Unit Development (MDA); and

***WHEREAS***, New Smyrna Beach Ordinance 1-91, New Smyrna Beach Land Development Regulations, Article V, Zoning Districts, §504.02, Specific Regulations By District, PUD, Planned Unit Development, Procedure for Rezoning to PUD, (4), Review Procedure, (c), City Commission Review, requires that all planned unit developments shall be approved by ordinance in the same manner as required for a rezoning; and

***WHEREAS,*** the Planning and Zoning Board, at its regular scheduled meeting on June 2, 2025, by a vote of 5-0, recommended that the City Commission approve the requested New Smyrna Beach Medical Complex and Wellness Center Planned Unit Development Master Development Agreement, with revisions stating that the stormwater management system design shall conform to New Smyrna Beach's latest and revised development standards; that the project sitework, including the building shell, shall be 100% complete prior to issuance of a certificate of occupancy; that developer shall investigate additional methods to mitigate stormwater issues beyond the minimum standards adopted by New Smyrna Beach; developer shall be responsible for the perpetual maintenance of all site improvements, including stormwater; businesses shall be limited to operating hours of 8am to 5pm, Monday through Friday; and that the site plan shall include a site lighting photometric analysis to minimize site lighting spill past the site's property lines; and

***WHEREAS,*** the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to approve the New Smyrna Beach Medical Complex and Wellness Center Planned Unit Development Master Development Agreement, as more particularly described hereinafter.

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

**SECTION 1:** ***Rezoning.*** That the land located in the City of New Smyrna Beach, Volusia County, Florida, described as:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCOROPRATED HEREIN;**

shall be and the same is hereby rezoned to *Planned Unit Development* zoning district.

**SECTION 2:** ***Approval of Master Development Plan.*** That the New Smyrna Beach Medical Complex and Wellness Center Planned Unit Development Master Development Agreement more particularly described as:

**SEE EXHIBIT "B" ATTACHED HERETO AND INCOROPRATED HEREIN;**

is hereby approved.

**SECTION 3:** ***Authorization.*** That the Mayor is hereby authorized to execute, on behalf of the City of New Smyrna Beach, the New Smyrna Beach Medical Complex and Wellness Center Planned Unit Development Master Development Agreement.

**SECTION 4:** ***Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on July 22, 2025, in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, FL, to consider the application in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), F.S.

**SECTION 5:** ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

**SECTION 6:** ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**SECTION 7:** ***Effective Date***. That this ordinance shall become effective upon final adoption.

**APPROVED AS TO FORM AND CORRECTNESS:**

Carrie Avallone

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

**DATE:** 7/1/2025

# EXHIBIT "A"

NOTE: PROGRESS DRAWING

SCALE 1" = 40'

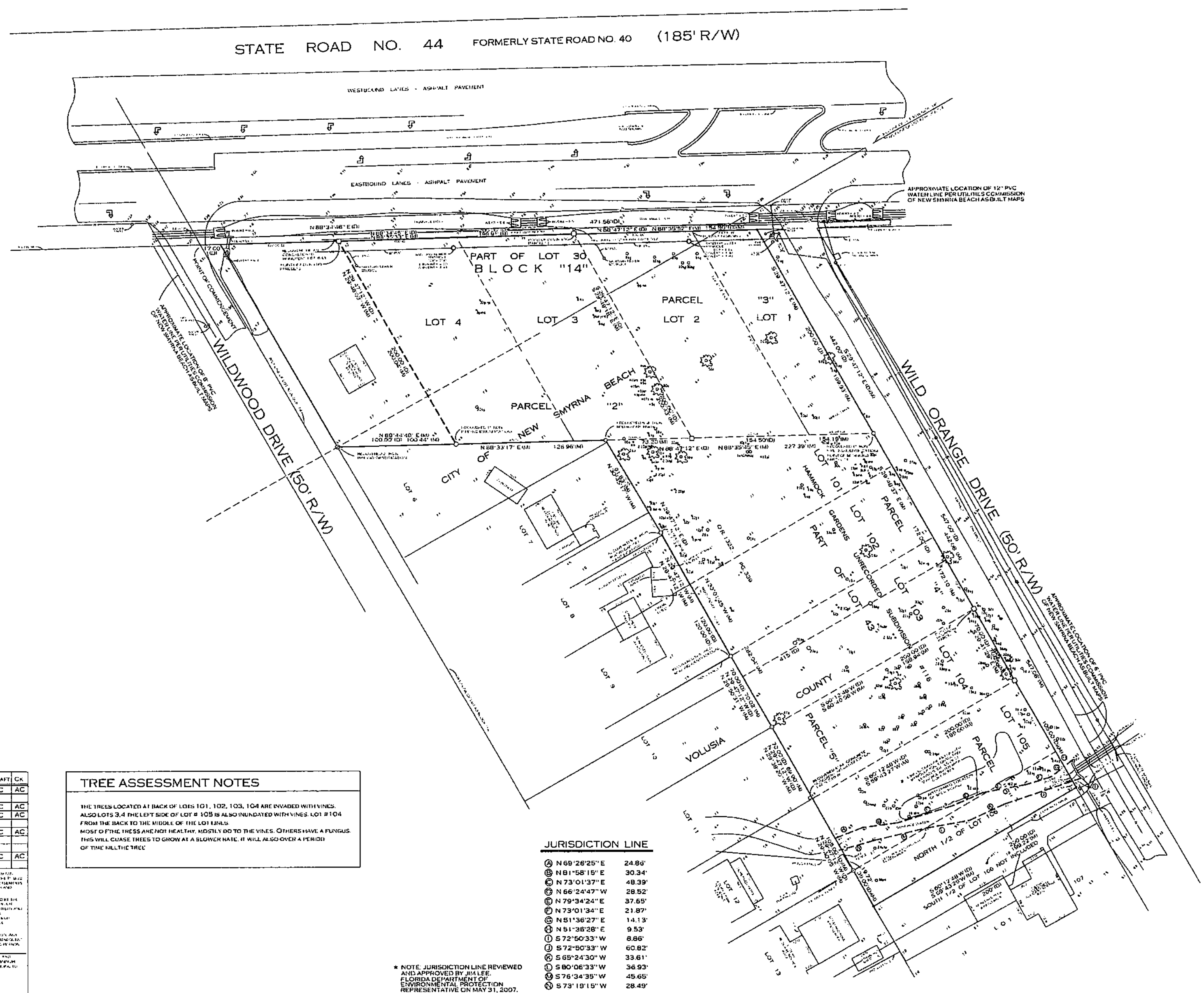
- ● DENOTES 5/8" IRON ROD W/ CAP "LB 7220" SET
- □ DENOTES 4" X 4" CONCRETE MONUMENT (NO IDENTIFICATION) RECOVERED
- ⊙ DENOTES 5/8" IRON ROD W/ CAP "LB 2569" RECOVERED

TREE LEGEND

- O = DENOTES OAK TREE "W/ APPROX. DIAMETER IN INCHES INDICATED (TYPICAL)
- C = DENOTES CEDAR
- PA = DENOTES PRICKLY ASH
- M = DENOTES MAPLE
- E = DENOTES ELM
- SG = DENOTES SWEET GUM
- HIC = DENOTES HICKORY
- MAG = DENOTES MAGNOLIA
- HOLLY = DENOTES HOLLY
- o = DENOTES APPROXIMATE TREE LOCATION
- DENOTES TREE 36" DIAMETER OR LARGER

* UTILITY LOCATIONS SHOWN PER VISIBLE EVIDENCE FOUND IN THE FIELD AND PER UTILITIES COMMISSION OF NEW SMYRNA BEACH CLIENT AND / OR CONTRACTOR MUST VERIFY LOCATIONS WITH THE APPROPRIATE UTILITY PROVIDER PRIOR TO CONSTRUCTION.

[illegible]




| JURISDICTION LINE | | |
|---|---|---|
| Ⓐ | N 69°26'25" E | 24.86' |
| Ⓑ | N 81°58'15" E | 30.34' |
| Ⓒ | N 73°01'37" E | 48.39' |
| Ⓓ | N 66°24'47" W | 28.52' |
| Ⓔ | N 79°34'24" E | 37.65' |
| Ⓕ | N 73°01'34" E | 21.87' |
| Ⓖ | N 51°36'27" E | 14.13' |
| Ⓗ | N 51°36'28" E | 9.53' |
| Ⓘ | S 72°50'33" W | 8.86' |
| Ⓙ | S 72°50'33" W | 60.82' |
| Ⓚ | S 65°24'30" W | 33.61' |
| Ⓛ | S 80°06'33" W | 36.93' |
| Ⓜ | S 76°34'35" W | 45.65' |
| Ⓝ | S 73°19'15" W | 28.49' |

* NOTE: JURISDICTION LINE REVIEWED AND APPROVED BY JIM LEE, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REPRESENTATIVE ON MAY 31, 2007.

## TREE ASSESSMENT NOTES

THE TREES LOCATED AT BACK OF LOTS 101, 102, 103, 104 ARE INVADED WITH VINES. ALSO LOTS 3,4 THE LEFT SIDE OF LOT # 105 IS ALSO INUNDATED WITH VINES. LOT #104 FROM THE BACK TO THE MIDDLE OF THE LOT LINES.
MOST OF THE TRESS ARE NOT HEALTHY, MOSTLY DO TO THE VINES. OTHERS HAVE A FUNGUS. THIS WILL CUASE TREES TO GROW AT A SLOWER RATE. IT WILL ALSO OVER A PERIOD OF TIME KILL THE TREE.

## LEGEND & ABBREVIATIONS

[illegible]

| SURVEY TYPE | SURVEY DATE | JOB NUMBER | PC | CALC | DRAFT | CK |
|---|---|---|---|---|---|---|
| [illegible] | 08-06-21 | 05-21-007 | KC | AC | KC | AC |
| [illegible] | | | | | | |
| [illegible] | 08-06-21 | 05-21-007 | KC | AC | KC | AC |
| [illegible] | 08-06-21 | 05-21-007 | KC | AC | KC | AC |
| [illegible] | | | | | | |
| [illegible] | 04-30-24 | 05-21-007 | KC | AC | KC | AC |
| [illegible] | | | | | | |
| [illegible] | | | | | | |
| [illegible] | 04-30-24 | 05-21-007 | KC | AC | KC | AC |
| [illegible] | | | | | | |


©
ALLEN CAMPBELL & ASSOCIATES, INC.
PROFESSIONAL SURVEYING & MAPPING
308 NORTH CAUSEWAY
NEW SMYRNA BEACH FL 32169
OFFICE: (386) 428-2218


M. ALLEN CAMPBELL PSM #6178 CERTIFICATE OF AUTHORIZATION #7220

SCALE: 1" = 40'

MAP EFFECTIVE: 09-29-2017 THIS PROPERTY IS IN FLOOD ZONE(S) "X"

FILE: NAMER & HULL GRANTS

THIS LOCATION DETERMINED BY SCALING F.I.R.M. COMMUNITY PANEL 12815C0540 J

PREPARED FOR: NEW SMYRNA BEACH WELLNESS CENTER

MAP NUMBER: 12127 C0540 J

**Document prepared by:**
A. Joseph Posey, Jr., Esq.
Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

**EXHIBIT "B"**

**Return recorded document to:**
City of New Smyrna Beach Records Clerk
210 Sams Avenue
New Smyrna Beach, FL 32168

# NEW SMYRNA BEACH MEDICAL COMPLEX AND WELLNESS CENTER PLANNED UNIT DEVELOPMENT
# MASTER DEVELOPMENT AGREEMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and FORT Investment Group LLC, a Florida limited liability company, the record title property owner (“Owner” or “Developer”), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

## 1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 3.3 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of FORT Investment Group LLC, a Florida limited liability company.

C. The Property was subject to that certain Mater Development Agreement Coronado Office Park Planned Unit Development, approved by the City and recorded at Book 6465, Page 3164, Public Records of Volusia County, Florida (the “Original Coronado Office Park MDA”). However, Original Coronado Office Park MDA has lapsed in accordance with its terms; therefore, Development of the Property will be solely governed by the provisions of this Agreement.

## 2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description and survey.

Exhibit B: Conceptual Development Plan, rev. date June 5, 2024, prepared by Mark Dowst & Associates, Inc.

Exhibit C: Architectural Elevations, rev. date May 3, 2024, prepared by BPF Design Incorporated.

Exhibit D: Landscape Plan, rev. date June 5, 2024, prepared by The Stern Design Group, P.A.,

Exhibit E: Sign Plan.

**3. DEVELOPMENT PLAN.**

A. Developer has designated the Property as "**New Smyrna Beach Medical Complex and Wellness Center**".

B. The Property will be developed as a Planned Unit Development (PUD) pursuant to the City's Land Development Regulations (LDRs). Development shall be controlled by the LDRs and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDRs or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDRs or other City ordinance in effect at the time of development shall control.

C. Development of the Property shall be consistent with Exhibit B (Conceptual Development Plan). Exhibit B generally depicts the planned layout of buildings, parking areas, driveways, common areas, and other planned features or improvements to the Property.

D. SITE DEVELOPMENT CRITERIA. The following development criteria shall apply to the Property:

(1) Minimum lot size: 3.3 acres

(2) Maximum building height: 35 feet (2 stories)

(3) Maximum individual building footprint: 11,000 sq. ft.

(4) Minimum building separation: N/A

(5) Setbacks: side 25 ft.; front (Wild Orange Drive) 25 ft.; front (SR 44) 75 ft.; rear 25 ft.

(6) FAR: 0.25

(7) Maximum density: N/A

(8) Maximum building coverage: 15%

(9) Minimum open space: 50%

(10) Maximum impervious surface area; 40%

(11) Natural vegetation: 30% of open space, which shall be made up of existing trees or additional vegetation to create a sense of dense growth

(12) Off-street parking: 80 spaces

(13) Minimum off-street parking stall dimensions: 9 ft. x 20 ft.

(14) Off-street parking area minimum interior landscaping: 30%

(15) Minimum interior landscaping: as provided for in City LDR

(16) Landscape buffers: side 25 ft.; front (Wild Orange Drive) 25 ft.; front (SR 44) 50 ft.; rear 25 ft.

(17) Wetland buffer: 25 feet

(18) All development shall comply with the Corridor Overlay Zone requirements of the City LDR.

**4. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.**

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDRs, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

D. The Conceptual Development Plan shows the 2 different future land use designations on the Property. Most of the Property is designated SR 44 Commercial PUD and approximately 175 ft. of the southerly portion of the Property is designed Low Density Residential. In order to protect adjacent residential neighborhoods from adverse impacts of unbridled commercial development, no buildings shall be located within the area designed Low Density Residential.

**5. PERMITTED USES.**

The following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs for such uses, except to the extent specifically provided otherwise herein:

Exercise and health spas
Medical and dental clinics
Medical and dental offices
Outpatient care

All accessory uses/structures generally permitted by the LDC in association with the permitted principal uses identified above

Normal business hours for businesses operating within the Property shall be restricted to Monday through Friday from 8:00 A.M. to 5:00 P.M.

**6. INFRASTRUCTURE.**

A. Stormwater retention and drainage facilities. An on-site stormwater retention facility will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District, and the design shall comply with the enhanced stormwater standards of the City LDR. The Developer agrees to investigate incorporating additional stormwater retention areas, including the use of dry storage areas within the SR 44 frontage buffer, as part of the on-site stormwater retention facility design for the project. Any additional stormwater retention areas added to the project shall be in excess of the City LDR requirements and not be used as an alternative stormwater management design. As a condition of issuance of a certificate of occupancy, the on-site stormwater retention facility for the project shall be placed in an easement, with the City named as a party, to ensure perpetual repair and maintenance. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures. The Developer, along with its successors and assigns, agrees to adhere to the standards adopted by Ordinance 06-25, incorporated herein, notwithstanding any legislation adopted by the Florida Legislature declaring such an ordinance void ab initio. Further, should development occur on or after January 1, 2028, and the City has adopted stronger stormwater standards than those adopted by Ordinance 06-25, all such development will adhere to those enhanced standards.

B. Utilities and utility easements. All utilities will be installed underground and constructed to Utility Commission standards.

C. Access easements and right-of-way. Access easements and right-of-way will be as depicted on the Conceptual Development Plan.

D. A transportation impact analysis shall be submitted as part of the development site plan application.

**7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.**

There will be no common areas in the development.

**8. ARCHITECTURAL AND DESIGN STANDARDS.**

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, Article XII, Architectural Design Standards of the City LDR, and with the applicable provisions of the LDRs relating to architectural standards where they do not conflict with the provisions of this section.

B. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) All buildings and accessory structures shall generally be consistent with the Exhibit C (Architectural Elevations).

(6) Through the LDR site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(7) No outside display or storage shall be permitted.

(8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(9) The physical appearance of all parking lot lighting fixtures shall be consistent.

(10) A photometric analysis to ensure that no lighting on the Property will illuminate surrounding property shall be required as part of site plan review and approval.

**9. ENVIRONMENTAL CONSIDERATIONS.**

Development of the Property shall comply with the LDR tree preservation requirements. 30% of the open space required for the development shall include non-exotic natural vegetation and existing trees to create a sense of dense growth.

Developer shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

Developer shall comply with all rules, statutes, and regulations pertaining to wetlands preservation and mitigation. An easement to the benefit of the City shall be provided over the wetlands and drainage ditch located on the southerly portion of the Property, as depicted on the Conceptual Development Plan, for conservation of the wetlands and to allow maintenance of the existing drainage ditch. The Developer or the then Owner of the Property, as the case maybe, shall be responsible for the removal of all invasive plant species on the Property, and shall ensure the ongoing removal of same in perpetuity.

Burning shall not be used to clear land. After clearing, appropriate measures shall be taken by the Developer to retain prevent excessive dust or windblown sand from impacting neighboring properties, and to retain such onsite.

**10. SIGNAGE.**

The PUD shall have a uniform sign program, as follows: one (1) monument sign up to a height of 10-feet, a maximum 3-foot base and a maximum 49-square foot copy area, consistent with Exhibit E, Sign Plan; wall signage shall be permitted as outlined in Section 604.12 of the City LDR.

**11. EFFECTIVE DATE; COMPLETION SCHEDULE.**

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

B. Application shall be submitted for initial construction permits for the development, , within 24-months of the approval of this Agreement by the City Commission. The filing of an appeal of the land development order by any person shall toll the time for permitting until final resolution of the appeal.

C. Construction of all site work and the building shell shall be substantially complete within 5 years of the approval of this Agreement.

D. One 12-month extension of the scheduled initial permit application or construction completion dates may be permitted as a minor modification to this Agreement.

E. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

**12. MINOR MODIFICATIONS.**

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Unit Development approval process;

(2) Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:

a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;

b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;

d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;

e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;

b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;

c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and

d) Modifications that would unduly impact public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the Agreement.

D. Approved modifications shall be noted on the official plan documents.

**13. AMENDMENTS.**

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

**14. VARIANCES.**

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to the property owners association/s representing all property owners within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

**15. MAINTENANCE OF DEVELOPMENT STANDARDS.**

All development within the Property, whether privately owned or common area, shall continue to be bound by the standards set forth in this Agreement and any approved modifications or amendments, and applicable LDRs, and shall be maintained in compliance with the requirements. This requirement shall be subject to enforcement by the Code Enforcement Board or Special Magistrate, with all remedies as provided in ch. 162, Florida Statutes.

**16. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.**

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

**17. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.**

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

**18. VENUE AND SEVERABILITY.**

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

**IN WITNESS WHEREOF**, the parties hereto attached their hands and seals on the dates set forth below.

**[Signature pages following]**

Signed, sealed and delivered in the presence of:

**THE CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation**

_____
Witness 1

By: _____
Fred Cleveland, Mayor

_____
Print Name of Witness 1

Attest:

_____
Witness 2

By: _____
Sharon Taylor-Harding, City Clerk

_____
Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [_] physical presence or [_] online notarization, this _____ day of _____, 201_ by Fred Cleveland and Sharon Taylor-Harding , Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

**FORT Investment Group LLC**, a Florida limited liability company

_____
Witness 1

By: _____
Name: Ellis Fort
Title: Manager

_____
Print Name of Witness 1

_____
Witness 2

Date: _____

[Corporate Seal]

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [_] physical presence or [_] online notarization, this _____ day of _____, 201_, by Ellis Fortas Manager of FORT Investment Group LLC, referred to in this agreement as “Owner” and “Developer”. He is [_] personally known to me or [_] has produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

**Approved as to legal form:**

By: _____
Carrie Avallone, City Attorney

**[Exhibit pages attached:]**

---

**EXHIBIT A**

**Legal Description of the Property**

---

**EXHIBIT B**

**Conceptual Development Plan**

---

**EXHIBIT C**

**Architectural Elevations**

---

**EXHIBIT D**

**Landscape Plan**

---

**EXHIBIT E**

**Sign Plan**

NOTE : PROGRESS DRAWING

# Exhibit "A"

SCALE: 1" = 40'

- ○ DENOTES 5/8" IRON ROD W/ CAP "LB 7220" SET
- □ DENOTES 4" X 4" CONCRETE MONUMENT (NO IDENTIFICATION) RECOVERED
- ⊙ DENOTES 5/8" IRON ROD W/ CAP "LB 2599" RECOVERED

## TREE LEGEND

O = DENOTES OAK TREE *(W/ APPROX. DIAMETER IN INCHES INDICATED)
C = DENOTES CEDAR (TYPICAL)
PA = DENOTES PRICKLY ASH
M = DENOTES MAPLE
E = DENOTES ELM
SG = DENOTES SWEET GUM
HIC = DENOTES HICKORY
MAG = DENOTES MAGNOLIA
HOLLY = DENOTES HOLLY
o = DENOTES APPROXIMATE TREE LOCATION
= DENOTES TREE 36" DIAMETER OR LARGER

* UTILITY LOCATIONS SHOWN PER VISIBLE EVIDENCE FOUND IN THE FIELD AND PER UTILITIES COMMISSION OF NEW SMYRNA BEACH. CLIENT AND / OR CONTRACTOR MUST VERIFY LOCATIONS WITH THE APPROPRIATE UTILITY PROVIDER PRIOR TO CONSTRUCTION.

PLAT OF BOUNDARY, TOPOGRAPHIC & SPECIFIC PURPOSE SURVEY OF

PARCEL 2: BEGIN AT THE INTERSECTION OF THE WEST LINE OF LOT 30, SUBDIVISION OF NAPIER AND NORTH PART OF HULL GRANT AND THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 44; THENCE ALONG SAID ROAD LINE NORTH 88 34' 48" EAST 117 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID ROAD LINE 200 FEET TO A POINT; THENCE SOUTH 29 47' 12" EAST 200 FEET TO A POINT; THENCE SOUTH 88 34' 48" WEST 200 FEET TO A POINT; THENCE IN A STRAIGHT LINE TO THE POINT OF BEGINNING 200 FEET. BEING LOTS 3 AND 4, BLOCK 1, HAMMOCK GARDENS, AN UNRECORDED PLAT OF LOT 30 SOUTH OF HIGHWAY 44 AND OF LOT 43, BLOCK 14 OF NAPIER AND THE NORTH PART OF HULL GRANTS, PER MAP BOOK 2, PAGE 42, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3: A PART OF BLOCK 14, SOUTH OF STATE ROAD #40 ACCORDING TO THE PLAT OF NAPIER & HULL GRANTS, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS, TO-WITH; COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF LOT 30 WITH THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40; THENCE RUNNING EASTERLY AND BINDING ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40 A DISTANCE OF 417 FEET TO A POINT WHICH IS THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING EASTERLY AND BINDING ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40 A DISTANCE OF 54.58 FEET TO A POINT WHICH IS THE INTERSECTION WITH THE WEST LINE OF WILD ORANGE DRIVE, A 50 FOOT ROAD WAY; THENCE SOUTH 29 47' 12" EAST A DISTANCE OF 200 FEET TO A POINT IN THE WEST LINE OF WILD ORANGE DRIVE; THENCE WESTERLY AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40 A DISTANCE OF 54.58 FEET TO A POINT; THENCE NORTHERLY AND PARALLEL TO THE WEST LINE OF WILD ORANGE DRIVE A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. (ALSO KNOWN AND DESCRIBED AS LOT 1, BLOCK 1, OF HAMMOCK GARDENS, AN UNRECORDED SUBDIVISION).

AND

BEGIN AT THE INTERSECTION OF THE WEST LINE, LOT 30, SUBDIVISION OF NAPIER AND NORTH PART OF HULL GRANT AND THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 40; THENCE NORTH 88 34' 48" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 317 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 47' 12" EAST 100 FEET; THENCE SOUTH 29 47' 12" EAST 200 FEET; THENCE SOUTH 88 47' 12" WEST 100 FEET; THENCE NORTH 29 47' 12" WEST 200 FEET TO THE POINT OF BEGINNING; BEING PARTS OF LOTS 30 AND 43, SAID SUBDIVISION OF NAPIER AND NORTH PART OF HULL GRANTS, ACCORDING TO MAP RECORDED IN MAP BOOK "M", PAGE 688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

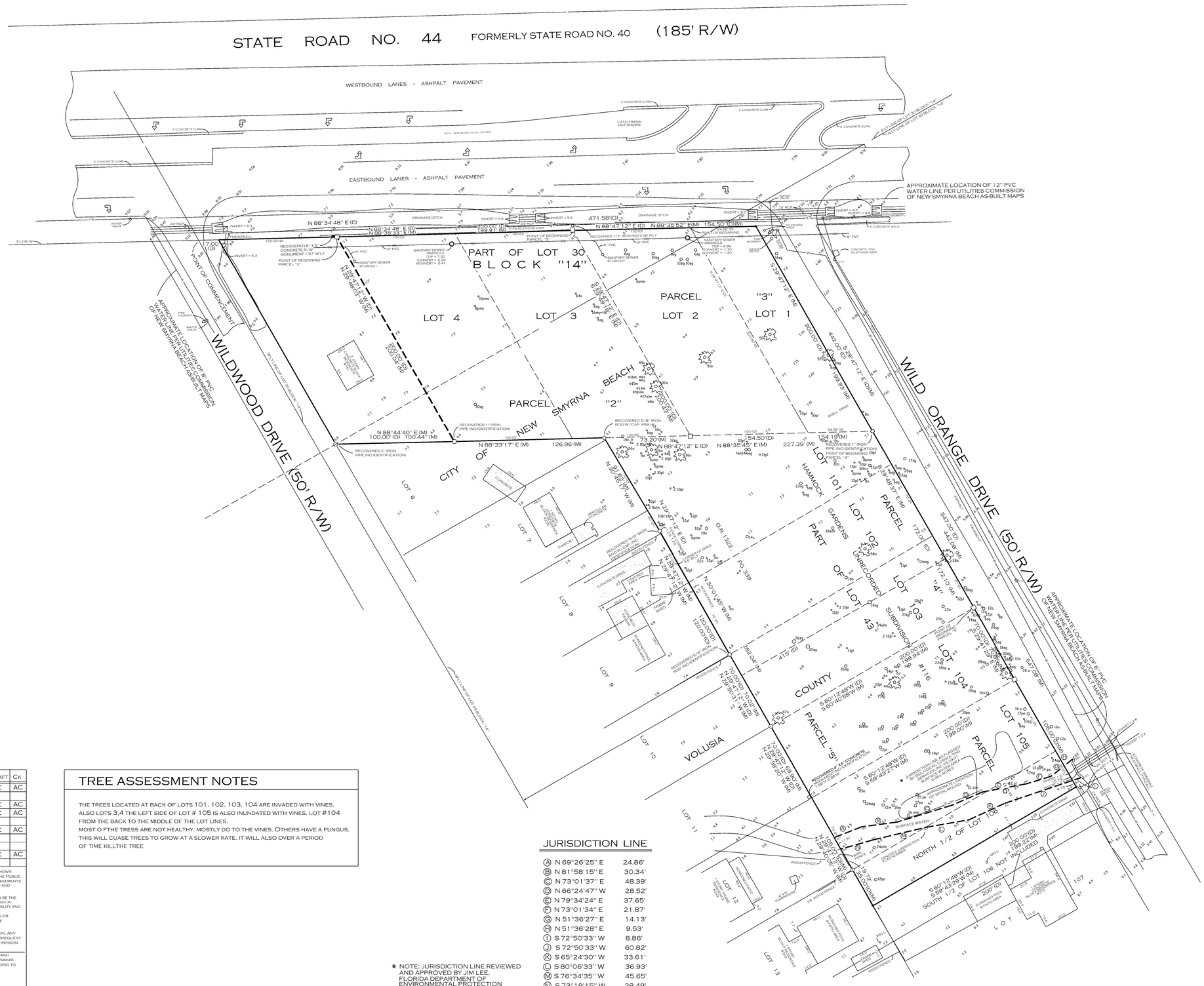
PARCEL 4: A PART OF BLOCK 14, SOUTH OF STATE ROAD #40 ACCORDING TO PLAT OF NAPIER & HULL GRANT, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS, TO-WIT:; COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF LOT 30 IN SAID BLOCK 14 WITH THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40; THENCE RUNNING EASTERLY AND BINDING ON THE SOUTH RIGHT OF WAY OF STATE ROAD #40 A DISTANCE OF 471.58 FEET MORE OR LESS TO THE INTERSECTION OF THE WEST LINE OF WILD ORANGE DRIVE, A 50 FOOT ROAD WAY; THENCE SOUTH 29 47' 12" EAST ALONG SAID WEST LINE OF WILD ORANGE DRIVE A DISTANCE OF 200 FEET TO A POINT WHICH IS THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID ROAD LINE 172 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 200 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF APPROXIMATELY 200 FEET TO A POINT WHICH IS 200 FEET SOUTH 29 47' 12" EAST FROM THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #40; THENCE IN A STRAIGHT LINE AND PARALLEL TO STATE ROAD #40 TO THE POINT OF BEGINNING OF THIS DESCRIPTION.
(ALSO KNOWN AND DESCRIBED AS LOTS 101, 102, AND 103, BLOCK 1, OF HAMMOCK GRADENS, AN UNRECORDED SUBDIVISION.)

PARCEL 5: A PORTION OF LOT 43, BLOCK 14, MAP OF PROPERTY BELONGING TO CHAS. DOUGHERTY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN DEED BOOK "M", PAGE 688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 30, BLOCK 14 AND THE SOUTH R/W LINE OF STATE ROAD #44; THENCE NORTH 88 DEGREES 34 MINUTES 48 SECONDS EAST, 471.58 FEET ALONG THE SOUTH R/W LINE TO THE INTERSECTION OF THE WEST BOUNDARY LINE OF "WILD ORANGE DRIVE", A 50 FOOT ROAD RUNNING NORTH 29 DEGREES 47 MINUTES 12 SECONDS WEST AND INTERSECTING IN THE S/W LINE OF SAID STATE ROAD AT THE POINT AS STATED; THENCE RUNNING WITH AND BINDING ON THE WEST LINE OF "WILD ORANGE DRIVE" SOUTH 29 DEGREES 47 MINUTES 12 SECONDS EAST, 372 FEET TO THE STAKE THERE FIXED WHICH IS THE POINT OF THE LAND HEREIN DESCRIBED; THENCE AT RIGHT ANGLES WESTERLY 200 FEET; THENCE AT RIGHT ANGLES SOUTHERLY PARALLEL TO "WILD ORANGE DRIVE" TO FEET; THENCE AT RIGHT ANGLES EASTERLY 200 FEET TO THE WEST LINE OF SAID ROAD; THENCE BINDING ON SAID ROAD NORTH TO THE POINT OF BEGINNING TO FEET, ALSO DESCRIBED AS LOT 104, BLOCK 1, HAMMOCK GARDENS, UNRECORDED SUBDIVISION NO. 116.

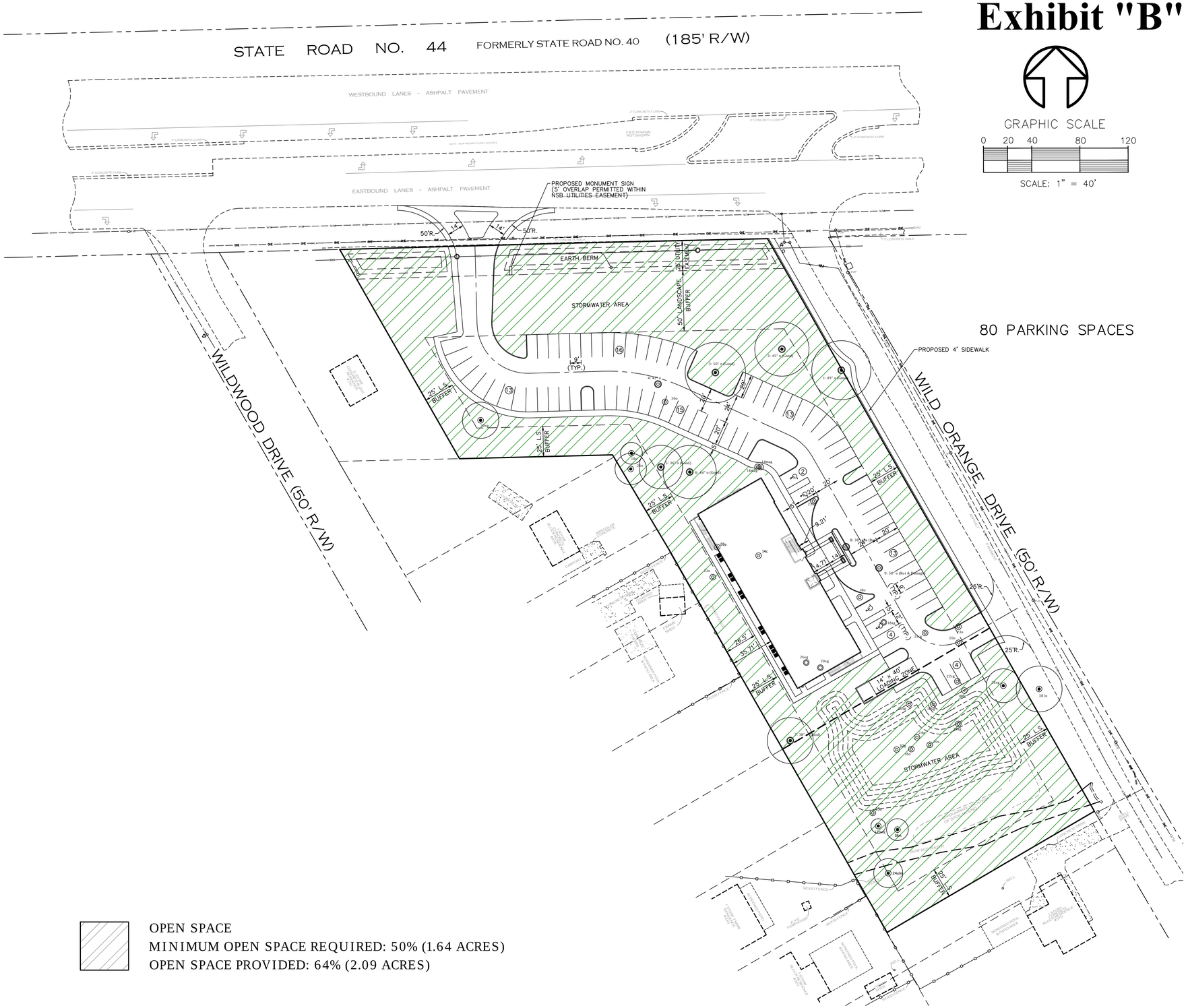
PARCEL 6: A PORTION OF LOT 43, BLOCK 14, SUBDIVISION OF THE NAPIER AND NORTH PART OF THE HULL GRANT, AS PER MAP THEREOF RECORDED IN DEED BOOK "M", PAGE 688 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 105 FEET OF THE NORTH 547 FEET ON THE EAST LINE, SOUTH OF STATE ROAD 40, OF THE EAST 200 FEET OF THE WEST 415 FEET OF LOT 43, NAPIER AND HULL GRANT. ALSO DESCRIBED AS LOT 105 AND THE NORTH 1/2 OF LOT 106, BLOCK 1, HAMMOCK GARDENS UNRECORDED SUBDIVISION NO. 116.

SURVEYOR'S NOTES & SURVEY REPORT:

1. LEGAL DESCRIPTION PER TITLE COMMITMENT NO. CD07-111189 PROVIDED BY CLIENT OR AGENT OF CLIENT.
2. BEARINGS PER DESCRIPTION AND BASED ON THE WEST LINE OF WILD ORANGE DRIVE AS BEING S 29 47' 12" E.
3. SUBJECT TO RESTRICTIONS, RESERVATIONS, LIMITATIONS, EASEMENTS AND RIGHTS OF WAY, IF ANY, APPEARING OF RECORD PER CHAPTER 472.027 FLORIDA STATUTES, SURVEYOR IS NOT RESPONSIBLE FOR ANY EASEMENTS THAT ARE NOT PROVIDED TO HIM EXCEPT THOSE ON PLAT OF RECORD.
4. THIS SKETCH OF SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
5. THIS SKETCH OF SURVEY PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO TITLE WORK HAS BEEN PERFORMED OR PROVIDED TO THIS SURVEYOR EXCEPT AS NOTED ABOVE.
6. UNDERGROUND UTILITIES AND FEATURES NOT LOCATED.
7. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
8. DRAWING DISTANCE BETWEEN FEATURES SUCH AS WALLS OR FENCES, TREES AND PROPERTY LINE MAY BE EXAGGERATED FOR CLARITY ON THIS PROGRESS DRAWING.
9. FEATURES SHOWN BY SYMBOL ARE OF APPROXIMATE LOCATION NOT TO SCALE
10. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
11. SUBDIVISION OF THE NAPIER AND THE NORTH PART OF THE HULL GRANT ALSO RECORDED IN MAP BOOK 2, PAGE 42, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
12. ENVIRONMENTALLY SENSITIVE AREAS, IF ANY, NOT LOCATED.
13. ELEVATIONS REFER TO NAVD 1988 AND BASED ON USC & GS MONUMENT S-212, ELEVATION 27.46 FEET.


STATE ROAD NO. 44
FORMERLY STATE ROAD NO. 40
(185' R/W)
WESTBOUND LANES - ASHPALT PAVEMENT
EASTBOUND LANES - ASHPALT PAVEMENT
2' CONCRETE CURB
CATCH BASIN NOT SHOWN
NOTE: NEW MEDIAN TO BE LOCATED
APPROXIMATE LOCATION OF 12" PVC WATER LINE PER UTILITIES COMMISSION OF NEW SMYRNA BEACH AS-BUILT MAPS
APPROXIMATE LOCATION OF 6" PVC WATER LINE PER UTILITIES COMMISSION OF NEW SMYRNA BEACH AS-BUILT MAPS
APPROXIMATE LOCATION OF 8" PVC WATER LINE PER UTILITIES COMMISSION OF NEW SMYRNA BEACH AS-BUILT MAPS
WILDWOOD DRIVE (50' R/W)
WILD ORANGE DRIVE (50' R/W)
POINT OF COMMENCEMENT
POINT OF BEGINNING PARCEL "2"
PART OF LOT 30 BLOCK "14"
PARCEL "2"
PARCEL "3"
LOT 4
LOT 3
LOT 2
LOT 1
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
CITY OF NEW SMYRNA BEACH
COUNTY
VOLUSIA
HAMMOCK GARDENS UNRECORDED SUBDIVISION NO. 116
PART OF LOT 43 BLOCK "14"
LOT 101
LOT 102
LOT 103
LOT 104
LOT 105
LOT 106
PARCEL "1"
PARCEL "4"
PARCEL "5"
NORTH 1/2 OF LOT 106
SOUTH 1/2 OF LOT 106 NOT INCLUDED
N 88°34'48" E (D)
N 88°35'33" E (M)
199.91' (M)
471.58'(D)
N 88°47'12" E (D) N 88°35'45" E (M) 154.50'(D)(M)
227.39' (M)
154.19'(M)
73.20' (M)
126.96'(M)
N 88°44'40" E (M)
100.00' (D) 100.44' (M)
S 29°47'12" E (D)
S 29°47'12" E (M)
200.00' (D)
199.94'(M)
442.05' (D)
439.97' (M)
547.00' (D)
544.28' (M)
547.08'(M)
N 29°47'12" W (D)
N 29°47'12" W (M)
200.00' (D)
200.04'(M)
N 30°01'45" W (M)
120.00'(D)
120.03'(M)
S 60°12'48" W (D)
S 60°43'27" W (M)
200.00' (D)
199.94'(M)
S 60°12'48" W (D)
S 59°43'27" W (M)
200.00' (D)
199.22'(M)
S 60°12'48" W (D)
S 59°43'27" W (M)
200.00' (D)
199.22'(M)
S 47°20' (D)
S 47°20'12" E (M)
415' (D)
482.04' (M)
N 29°47'12" W (D)
N 29°47'12" W (M)
200.00' (D)
200.04'(

# Exhibit "B"




GRAPHIC SCALE

0 20 40 80 120

SCALE: 1" = 40'

OPEN SPACE
MINIMUM OPEN SPACE REQUIRED: 50% (1.64 ACRES)
OPEN SPACE PROVIDED: 64% (2.09 ACRES)

## SITE DATA

EXISTING FUTURE LAND USE: SR44 PUD, LDR
PROPOSED FUTURE LAND USE: SR44 PUD, LDR
EXISTING ZONING: PUD
PROPOSED ZONING: PUD
PROPOSED USE: COMMERCIAL
TOTAL PROJECT AREA: 3.27 ACRES

MINIMUM LOT AREA: 87,120 SF (2 ACRES)
MINIMUM LOT WIDTH: 300 FT
MAX. IMPERVIOUS SURFACE AREA: 40%
GROSS BUILDING FLOOR AREA: 20,000 SF (2 FLOORS)

MINIMUM LANDSCAPE BUFFERS:
FRONT(SR44): 50'
FRONT(WILD ORANGE DRIVE): 25'
REAR (WEST AND SOUTH): 25'

OPEN SPACE REQUIRED: 50% (1.64 ACRES)
OPEN SPACE AREA PROVIDED: 64% (2.09 ACRES)

NATURAL VEGETATION PRESERVATION REQUIRED: 30% (0.98 ACRES)
NATURAL VEGETATION PRESERVATION PROVIDED: 34% (1.10 ACRES)

REQUIRED PARKING: GFA X (4 SPACES / 1,000 SF GFA) = 80 SPACES
PROVIDED PARKING: 80 SPACES

## GENERAL NOTES

1. BUILDING SIZE PAD, PARKING DIMENSIONS, AND LOCATIONS ARE CONCEPTUAL; ACTUAL LOCATIONS, SIZES, AND DIMENSIONS WILL BE DETERMINED WITH FINAL SITE PLAN.
2. EXISTING VEGETATION CONSISTS OF WOODS AND AN ISOLATED WETLAND.
3. THERE ARE CURRENTLY NO KNOWN ENDANGERED SPECIES OR SPECIES WITH SPECIAL CONCERN INHABITING THE SITE.
4. TOPOGRAPHY: ELEVATIONS VARY THROUGHOUT THE SITE WITH OF EL. 7.5' NAVD 88 AT THE NORTH PROPERTY LINE TO EL. 2.5' NAVD 88 AT THE SOUTH PROPERTY LINE.
5. SCS SOIL TYPES:
   20 EAUGALLIE FINE SAND – HYDROLOGIC GROUP A/D
   55 RIVIERIA FINE SAND – HYDROLOGIC GROUP A/D
6. PARCEL FALLS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE 100YR FLOOD PLAIN) AS DETERMINED FROM FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 12127C0540 J, EFFECTIVE DATE SEPTEMBER 29, 2017.

| NO. | DATE | APPR. | REVISION |
|---|---|---|---|
| 2 | 6-19-25 | MSD | REVISED PER PLANNING AND ZONING BOARD COMMENTS |
| 1 | 06-05-24 | MSD | REVISED PER UPDATED TREE SURVEY AND BUILDING FOOTPRINT |


MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999


| SCALE | DESIGNED | DRAWN | CHECKED | DATE |
|---|---|---|---|---|
| 1" = 40' | MSD | JAY | MSD | 02-24-22 |

BY DATE

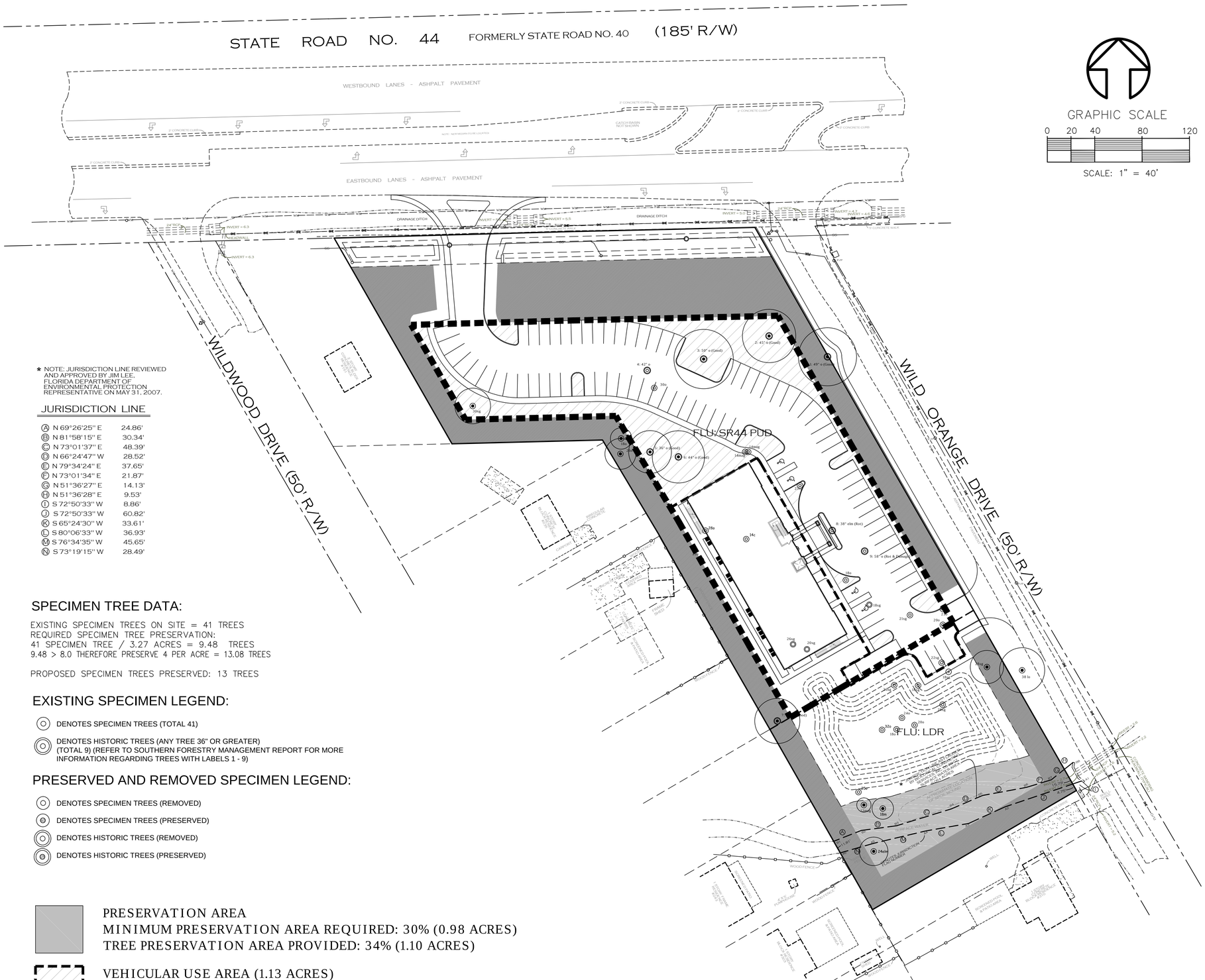
CONCEPT PLAN

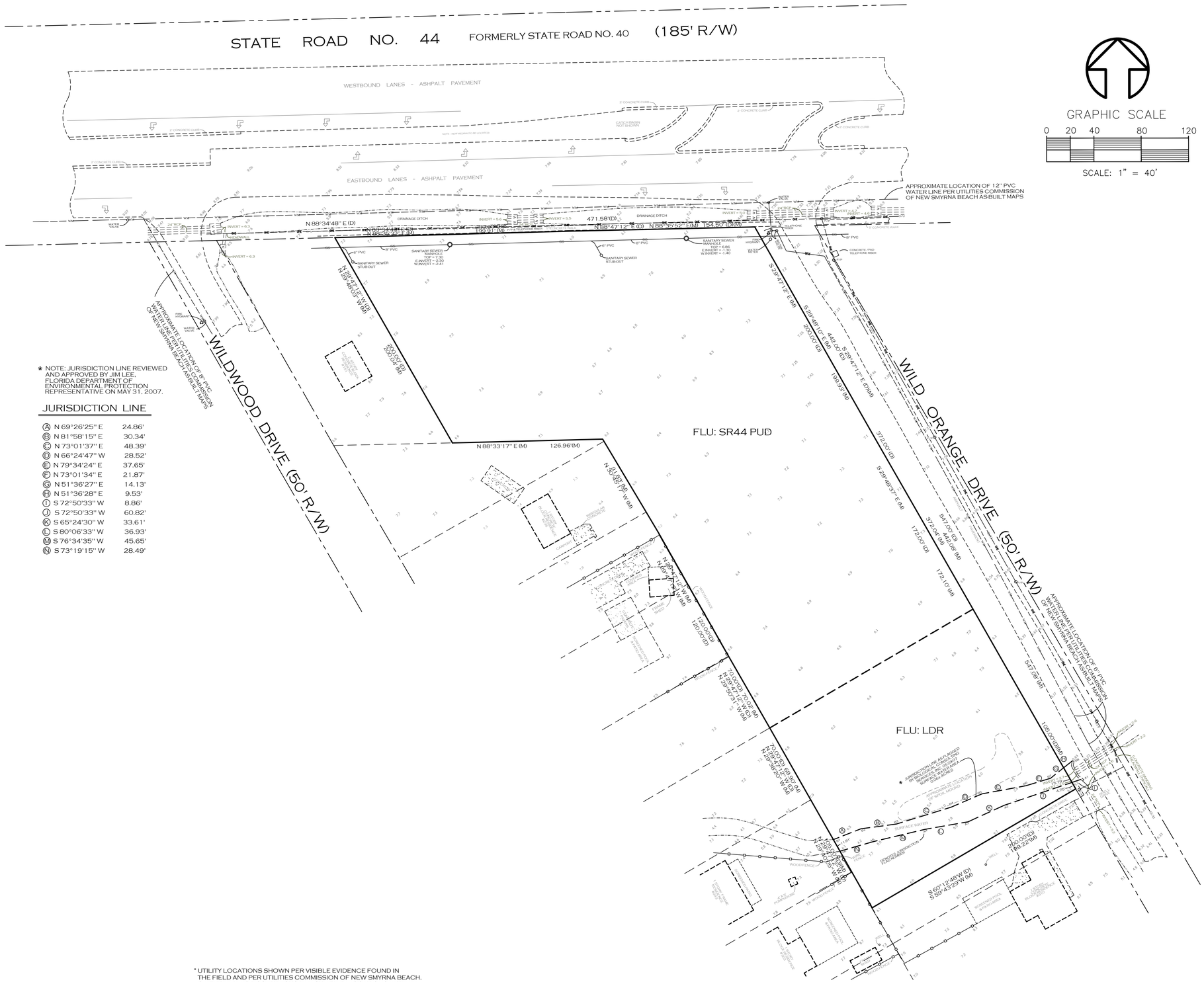
N.S.B. WELLNESS CENTER

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1515 B1

1515-PUD5


STATE ROAD NO. 44
FORMERLY STATE ROAD NO. 40
(185' R/W)
WESTBOUND LANES - ASHPALT PAVEMENT
EASTBOUND LANES - ASHPALT PAVEMENT
2' CONCRETE CURB
CATCH BASIN NOT SHOWN
DRAINAGE DITCH
INVERT = 6.3
INVERT = 5.5
INVERT = 4.2
INVERT = 4.5
WILDWOOD DRIVE (50' R/W)
WILD ORANGE DRIVE (50' R/W)
FLU: SR44 PUD
FLU: LDR
PROPOSED 24" RCP
PROPOSED 18" RCP
PROPOSED 15" RCP
PROPOSED 12" RCP
PROPOSED 6" SANITARY SEWER FORCE MAIN
PROPOSED 8" WATER MAIN
PROPOSED 2" WATER SERVICE
PROPOSED 1" WATER SERVICE
PROPOSED 4" SANITARY SEWER SERVICE
PROPOSED 6" SANITARY SEWER SERVICE
PROPOSED 8" SANITARY SEWER SERVICE
PROPOSED 10" SANITARY SEWER SERVICE
PROPOSED 12" SANITARY SEWER SERVICE
PROPOSED 15" SANITARY SEWER SERVICE
PROPOSED 18" SANITARY SEWER SERVICE
PROPOSED 24" SANITARY SEWER SERVICE
PROPOSED 30" SANITARY SEWER SERVICE
PROPOSED 36" SANITARY SEWER SERVICE
PROPOSED 42" SANITARY SEWER SERVICE
PROPOSED 48" SANITARY SEWER SERVICE
PROPOSED 54" SANITARY SEWER SERVICE
PROPOSED 60" SANITARY SEWER SERVICE
PROPOSED




* UTILITY LOCATIONS SHOWN PER VISIBLE EVIDENCE FOUND IN THE FIELD AND PER UTILITIES COMMISSION OF NEW SMYRNA BEACH. CLIENT AND / OR CONTRACTOR MUST VERIFY LOCATIONS WITH THE APPROPRIATE UTILITY PROVIDER PRIOR TO CONSTRUCTION.

| NO. | DATE | APPR. | REVISION |
|---|---|---|---|
| 1 | 08-05-24 | MSD | REVISED PER UPDATED TREE SURVEY AND BUILDING FOOTPRINT |


MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999


| SCALE | DESIGNED | DRAWN | CHECKED | DATE |
|---|---|---|---|---|
| 1" = 40' | MSD | JAY | MSD | 02-24-22 |
| | BY | | | DATE |

# EXISTING SITE CONDITIONS

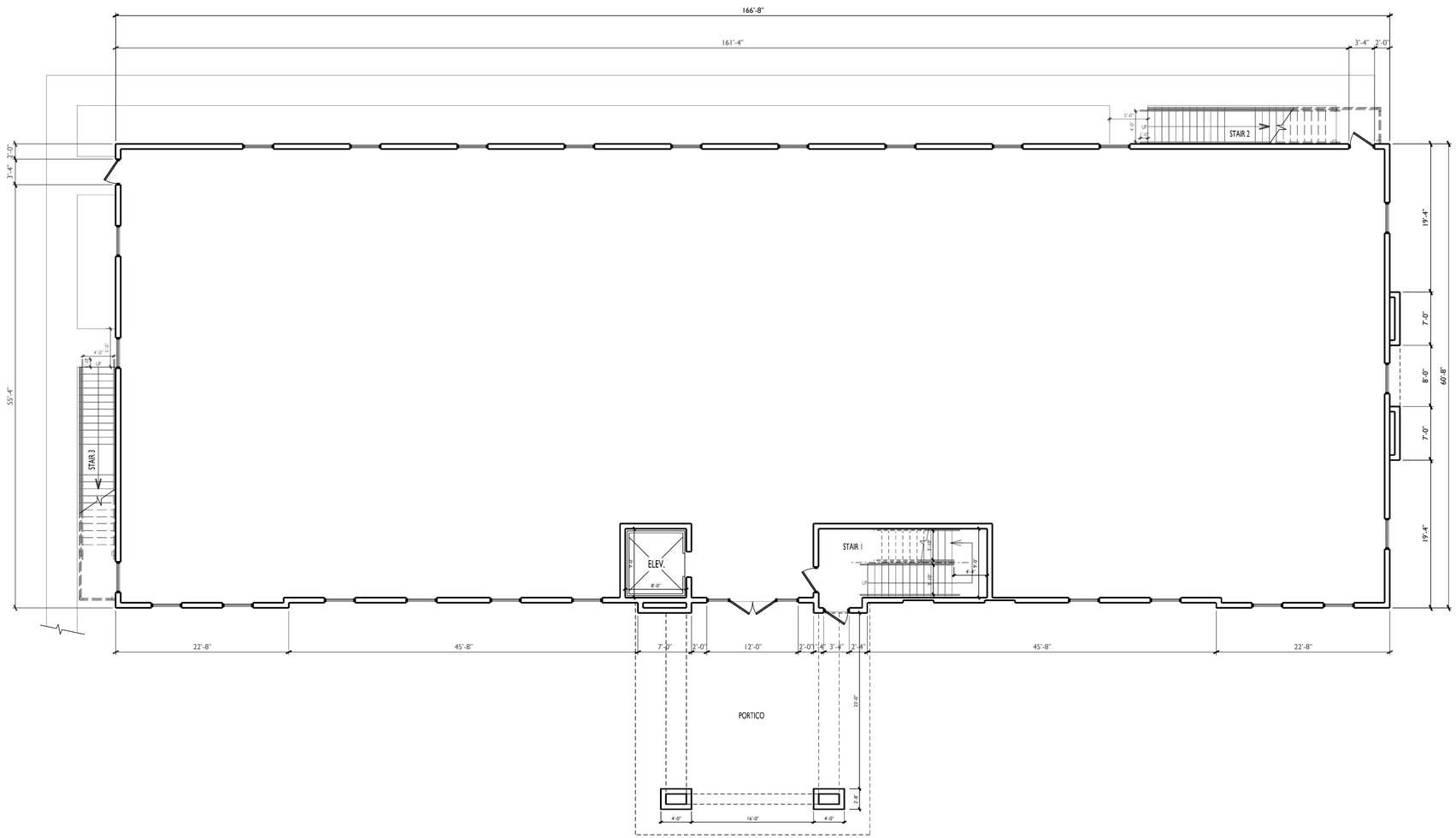
## N.S.B. WELLNESS CENTER

## NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1515 | B1

1515-PUD5

# Exhibit "C"




| PLUMBING FIXTURE SCHEDULE - ALL FLOORS | |
|---|---|
| FIXTURE | QTY. |
| WATER CLOSET | |
| LAVATORY | |
| SHOWER | |
| DRINKING FOUNTAIN | |
| 2-COMP. SINK | |
| WASHER | |
| WATER HEATER | |
| SERVICE SINK | |
| HAND SINK | |

**WALL LEGEND**

INT. 3⅝ 25 G. METAL FRAME WALL W/ 5/8" GYP. ON EACH SIDE

EXT. CMU BLOCK WALL

**AREA CALC.**

| | |
|---|---|
| FLOOR 1 (A/C): | 10,000 SF GROSS |
| FLOOR 2 (A/C): | 10,000 SF GROSS |
| COVERED PORTICO: | 600 SF GROSS |
| TOTAL UNDER ROOF (A/C): | 20,600 SF GROSS |

A / A3 **PROPOSED FIRST FLOOR PLAN**

SCALE: 1/8"=1'-0"

GENERAL NOTES:

ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS.
ALL WORK MUST COMPLY WITH THE 2023 8TH EDITION (EXPOSURE "C") OF THE FLORIDA BUILDING CODE SECT. 1609/ 137 MPH WIND LOAD AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET TBL
WIND IMPORTANCE FACTOR IS "1.0" AND THE BUILDING CATEGORY IS "ENCLOSED"
INTERNAL PRESSURE COEFFICIENT IS .18 IN ACCORDANCE WITH ASCE 7-22

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REVISIONS

# DR. FORT MEDICAL OFFICE BUILDING

OWNER: ELLIS FORT, PRESIDENT, FORT INVESTMENT GROUP, 502 PALMETTO STREET, FL 32168
PROJECT LOCATION: STATE ROAD 44, NEW SMYRNA BEACH, FL
GENERAL CONTRACTOR: TO BE DETERMINED

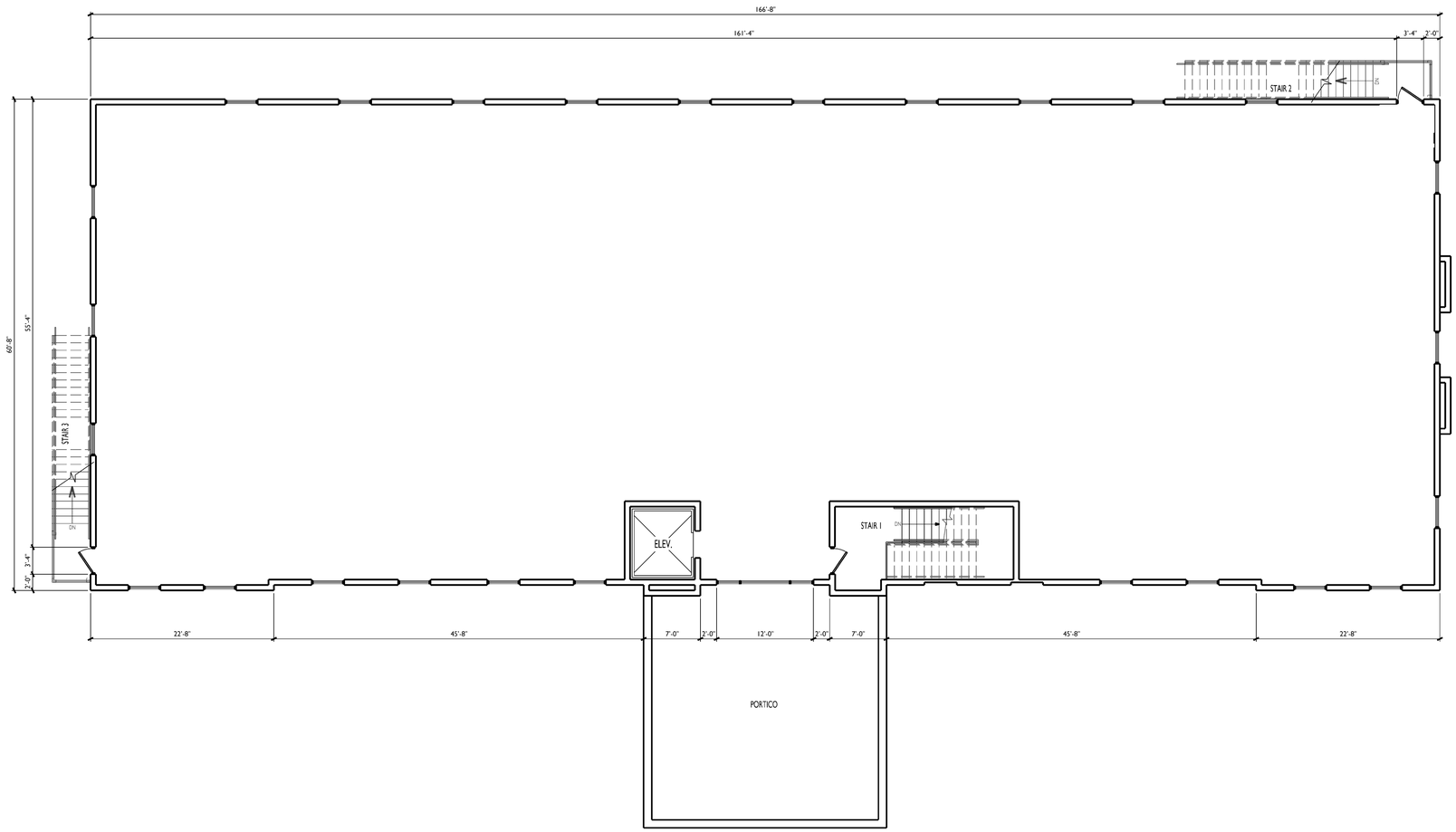
BPF DESIGN INCORPORATED
ARCHITECTURE, DESIGN, & DRAWING SERVICES
BRIAN P. FREDLEY, ASSOC. AIA, PROJECT MANAGER
DALLAS B. PEACOCK, AIA, ARCHITECT
# AR 0009706
207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0502 FX: (386) 257-1050
E-MAIL: bpfdesign@cfl.rr.com WEBSITE: bpfdesign.net

PROPOSED FIRST FLOOR PLAN

DATE: MAY 3, 2024
SCALE: 1/8"=1'-0"
SHT NO. A3

0 2' 6' 14' 20'

ARCHITECT'S / ENGINEER'S SEAL




| WALL LEGEND | |
|---|---|
| | INT. 3⅝ 25 G. METAL FRAME WALL W/ 5/8" GYP. ON EACH SIDE |
| | EXT. CMU BLOCK WALL |

| AREA CALC. | |
|---|---|
| FLOOR 1 (A/C): | 10,000 SF GROSS |
| FLOOR 2 (A/C): | 10,000 SF GROSS |
| COVERED PORTICO: | 600 SF GROSS |
| TOTAL UNDER ROOF (A/C): | 20,600 SF GROSS |

# A/A4 PROPOSED SECOND FLOOR PLAN

SCALE: 1/8"=1'-0"

GENERAL NOTES:

ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS.
ALL WORK MUST COMPLY WITH THE 2023 8TH EDITION (EXPOSURE "C") OF THE FLORIDA BUILDING CODE SECT. 1609/ 137 MPH WIND LOAD AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET TBL
WIND IMPORTANCE FACTOR IS "1.0" AND THE BUILDING CATEGORY IS "ENCLOSED"
INTERNAL PRESSURE COEFFICIENT IS .18 IN ACCORDANCE WITH ASCE 7-22

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REVISIONS

# DR. FORT MEDICAL OFFICE BUILDING

OWNER: ELLIS FORT, PRESIDENT, FORT INVESTMENT GROUP, 502 PALMETTO STREET, FL 32168
PROJECT LOCATION: STATE ROAD 44, NEW SMYRNA BEACH, FL
GENERAL CONTRACTOR: TO BE DETERMINED

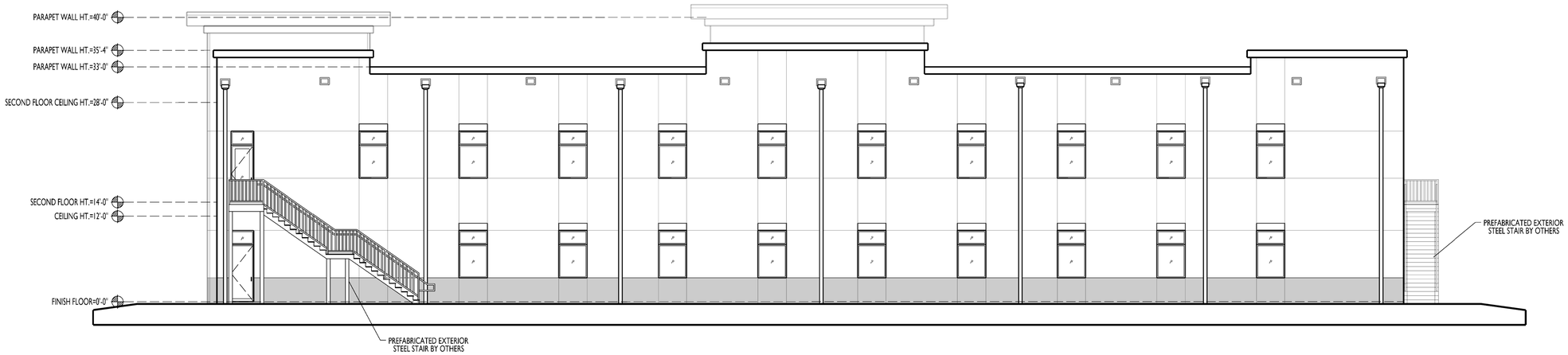
BPF
DESIGN INCORPORATED
ARCHITECTURE, DESIGN, & DRAWING SERVICES
BRIAN P. FREDLEY, ASSOC. AIA, PROJECT MANAGER
DALLAS B. PEACOCK, AIA, ARCHITECT
# AR 0009706
207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0502 FX: (386) 257-1050
E-MAIL: bpfdesign@cfl.rr.com WEBSITE: bpfdesign.net

PROPOSED SECOND FLOOR PLAN

DATE: MAY 3, 2024
SCALE: 1/8"=1'-0"
SHT NO. A4

0 2' 6' 14' 20'

ARCHITECT'S / ENGINEER'S SEAL




A/A6 BUILDING ELEVATION
WEST FACADE SCALE: 1/8"=1'-0"




A/A6 BUILDING ELEVATION
EAST FACADE SCALE: 1/8"=1'-0"

GENERAL NOTES:

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ALL WORK MUST COMPLY WITH THE 2023 8TH EDITION (EXPOSURE "C") OF THE FLORIDA BUILDING CODE SECT. 1609/ 137 MPH WIND LOAD AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET TBL
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PROJECT LOCATION: STATE ROAD 44, NEW SMYRNA BEACH, FL
GENERAL CONTRACTOR: TO BE DETERMINED

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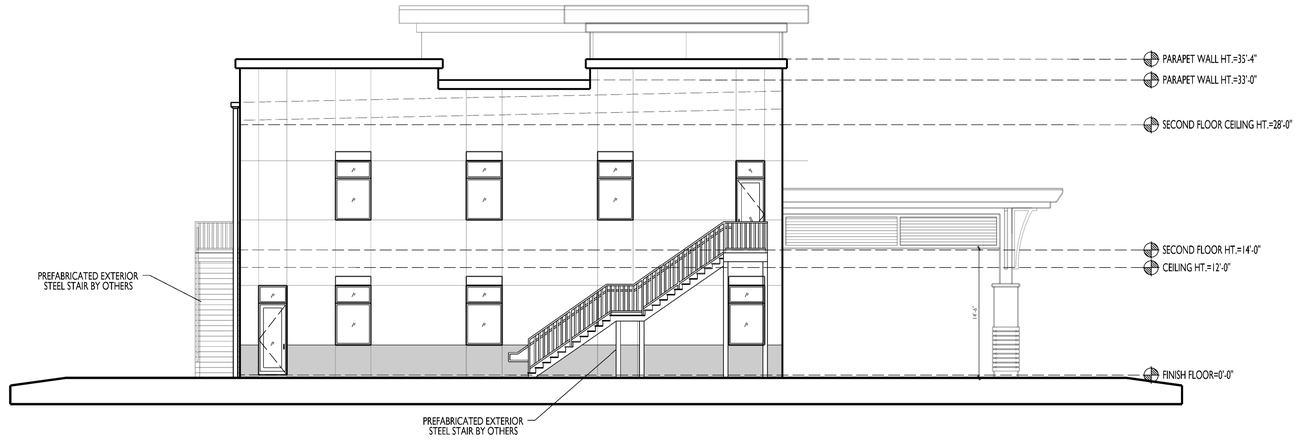
BUILDING ELEVATIONS

DATE: MAY 3, 2024
SCALE: 1/8"=1'-0"
SHT NO. A6

0' 2' 6' 14' 20'

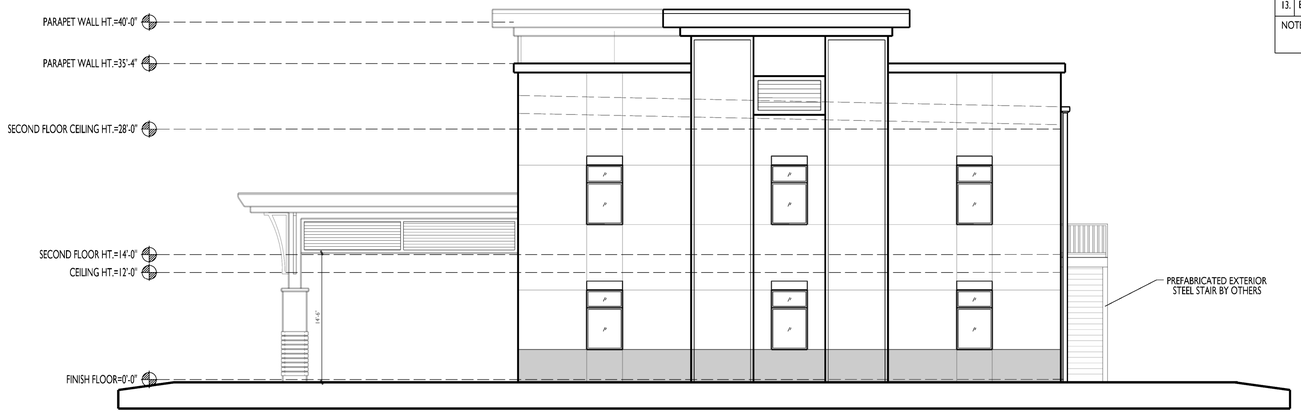
ARCHITECT'S / ENGINEER'S SEAL




# A/A7 BUILDING ELEVATION
## SOUTH FACADE SCALE: 1/8"=1'-0"

| | BUILDING / MATERIAL COLOR SCHEDULE | | |
|---|---|---|---|
| | BUILDING ELEMENT | MATERIAL | SPECIFIED COLOR |
| 1. | MAIN WALLS | CMU BLOCK W/ STUCCO | COLOR WHEEL - SW 6252 ICE CUBE |
| 2. | NOT USED | | |
| 3. | ACCENT WALL | CMU BLOCK W/ STUCCO | COLOR WHEEL - SW 7066 GRAY MATTERS |
| 4. | LOWER WALL | CMU BLOCK W/ STUCCO | COLOR WHEEL - SW 7067 CITYSCAPE |
| 5. | PREFAB CORNICE | PVC OR FOAM W/ TEXTURE FINISH | COLOR WHEEL - SW 7005 PURE WHITE |
| 6. | CANTILEVER CANOPY | ALUMINUM | MANUF. WHITE |
| 7. | LOW SLOPE ROOF - 1/4 : 12 PITCH | MTL. / STANDING SEAM METAL | WHITE |
| 8. | DOOR/WINDOW FRAME | ALUM. STOREFRONT/VINYL | MANUF. BLACK |
| 9. | RECESSED STRIPES | CONC. TILTWALL W/ TEXTURE FINISH | MATCH PANEL COLOR |
| 10. | METAL DOWNSPOUTS | ALUMINUM FACTORY | COLOR WHEEL - SW 6252 ICE CUBE |
| 11. | MAN DOORS | MTL. FACTORY | MANUF. WHITE |
| 12. | SIGNAGE * | BY OTHERS | BY OTHERS |
| 13. | EXTERIOR COLUMNS | CMU W/ STUCCO & DECORATIVE PANELS | DARK / MED. BROWN |

NOTES: A) SIGNAGE TO MEET REQUIREMENTS OF SEC 6.10 OF DAYTONA BEACH LDC
B) ALL WALL MOUNTED EQUIPMENT TO BE PAINTED TO MATCH WALL




# A/A7 BUILDING ELEVATION
## NORTH FACADE SCALE: 1/8"=1'-0"

GENERAL NOTES:

ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS.
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OF THE FLORIDA BUILDING CODE SECT. 1609/ 137 MPH WIND LOAD
AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE
AS SPECIFIED ON SHEET TBL
WIND IMPORTANCE FACTOR IS "1.0" AND THE BUILDING CATEGORY IS "ENCLOSED"
INTERNAL PRESSURE COEFFICIENT IS .18 IN ACCORDANCE WITH ASCE 7-22

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REVISIONS

# DR. FORT MEDICAL OFFICE BUILDING

OWNER: ELLIS FORT, PRESIDENT, FORT INVESTMENT GROUP, 502 PALMETTO STREET, FL 32168
PROJECT LOCATION: STATE ROAD 44, NEW SMYRNA BEACH, FL
GENERAL CONTRACTOR: TO BE DETERMINED

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DESIGN INCORPORATED
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BRIAN P. FREDLEY, ASSOC. AIA, PROJECT MANAGER
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PH: (386) 257-0502 FX: (386) 257-1050
E-MAIL: bpfdesign@cfl.rr.com WEBSITE: bpfdesign.net

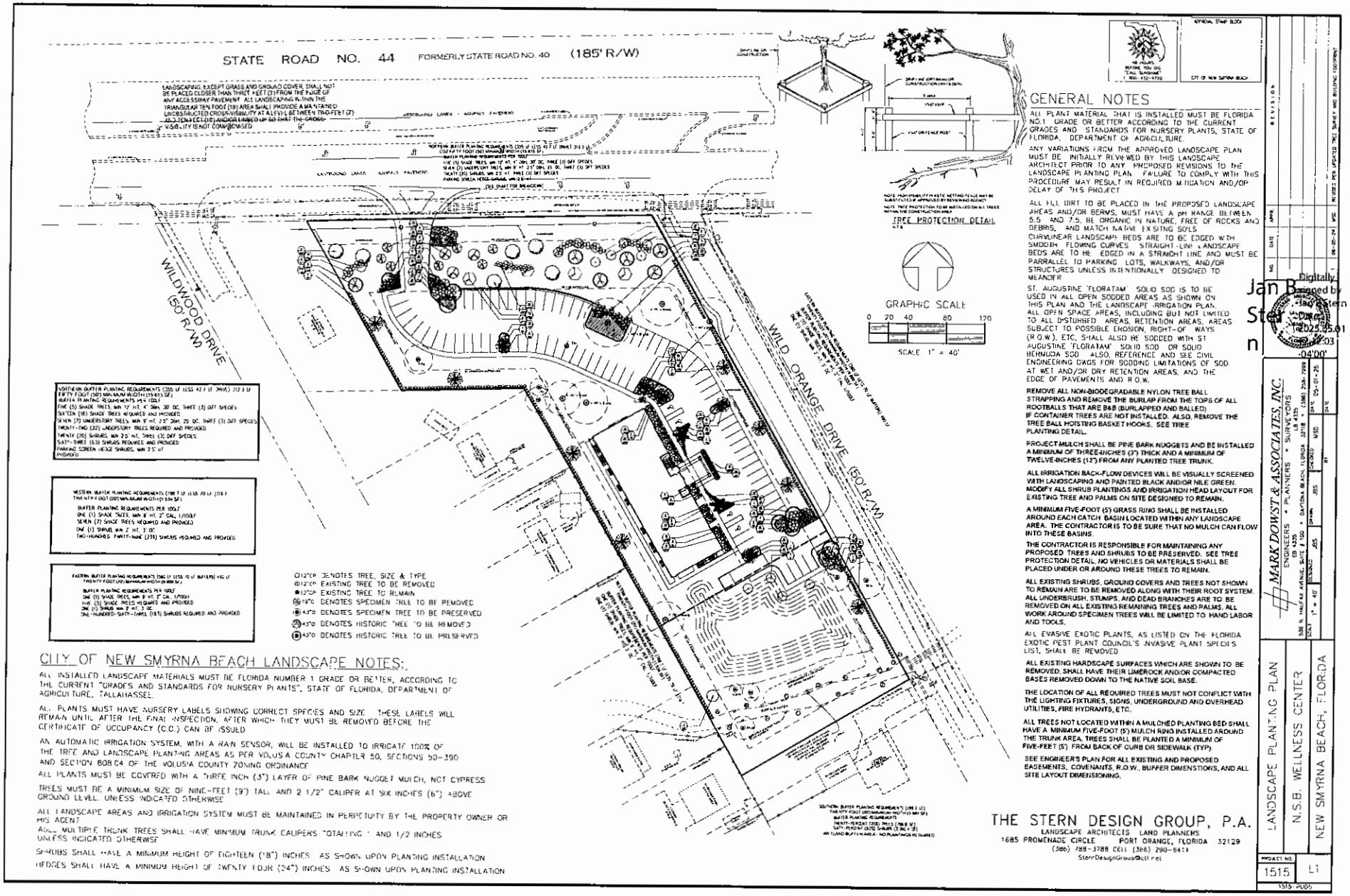
BUILDING ELEVATIONS

DATE: MAY 3, 2024
SCALE: 1/8"=1'-0"
SHT NO. A7

0' 2' 6' 14' 20'

ARCHITECT'S / ENGINEER'S SEAL

# Exhibit "D"


STATE ROAD NO. 44 FORMERLY STATE ROAD NO. 40 (185' R/W)
WILDWOOD DRIVE (50' R/W)
WILD ORANGE DRIVE (50' R/W)
GRAPHIC SCALE
0 20 40 80 120
SCALE 1" = 40'
TREE PROTECTION DETAIL
GENERAL NOTES
ALL PLANT MATERIAL THAT IS INSTALLED MUST BE FLORIDA NO.1 GRADE OR BETTER ACCORDING TO THE CURRENT GRADES AND STANDARDS FOR NURSERY PLANTS, STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
ANY VARIATIONS FROM THE APPROVED LANDSCAPE PLAN MUST BE INITIALLY REVIEWED BY THIS LANDSCAPE ARCHITECT PRIOR TO ANY PROPOSED REVISIONS TO THE LANDSCAPE PLANTING PLAN. FAILURE TO COMPLY WITH THIS PROCEDURE MAY RESULT IN REQUIRED MITIGATION AND/OR DELAY OF THIS PROJECT
ALL FILL DIRT TO BE PLACED IN THE PROPOSED LANDSCAPE AREAS AND/OR BERMS, MUST HAVE A PH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, AND MATCH NATIVE EXISTING SOILS
CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE AND MUST BE PARRALLEL TO PARKING LOTS, WALKWAYS, AND/OR STRUCTURES UNLESS INTENTIONALLY DESIGNED TO MEANDER
ST. AUGUSTINE 'FLORATAM' SOLID SOD IS TO BE USED IN ALL OPEN SODDED AREAS AS SHOWN ON THIS PLAN AND THE LANDSCAPE IRRIGATION PLAN. ALL OPEN SPACE AREAS, INCLUDING BUT NOT LIMITED TO ALL DISTURBED AREAS, RETENTION AREAS, AREAS SUBJECT TO POSSIBLE EROSION, RIGHT-OF WAYS (R.O.W.), ETC, SHALL ALSO BE SODDED WITH ST AUGUSTINE 'FLORATAM' SOLID SOD OR SOLID BERMUDA SOD. ALSO, REFERENCE AND SEE CIVIL ENGINEERING DWGS FOR SODDING LIMITATIONS OF SOD AT WET AND/OR DRY RETENTION AREAS, AND THE EDGE OF PAVEMENTS AND R.O.W.
REMOVE ALL NON-BIODEGRADABLE NYLON TREE BALL STRAPPING AND REMOVE THE BURLAP FROM THE TOPS OF ALL ROOTBALLS THAT ARE B&B (BURLAPPED AND BALLED) IF CONTAINER TREES ARE NOT INSTALLED. ALSO, REMOVE THE TREE BALL HOISTING BASKET HOOKS. SEE TREE PLANTING DETAIL.
PROJECT MULCH SHALL BE PINE BARK NUGGETS AND BE INSTALLED A MINIMUM OF THREE-INCHES (3") THICK AND A MINIMUM OF TWELVE-INCHES (12") FROM ANY PLANTED TREE TRUNK.
ALL IRRIGATION BACK-FLOW DEVICES WILL BE VISUALLY SCREENED WITH LANDSCAPING AND PAINTED BLACK AND/OR NILE GREEN. MODIFY ALL SHRUB PLANTINGS AND IRRIGATION HEAD LAYOUT FOR EXISTING TREE AND PALMS ON SITE DESIGNED TO REMAIN.
A MINIMUM FIVE-FOOT (5') GRASS RING SHALL BE INSTALLED AROUND EACH CATCH BASIN LOCATED WITHIN ANY LANDSCAPE AREA. THE CONTRACTOR IS TO BE SURE THAT NO MULCH CAN FLOW INTO THESE BASINS.
THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ANY PROPOSED TREES AND SHRUBS TO BE PRESERVED. SEE TREE PROTECTION DETAIL. NO VEHICLES OR MATERIALS SHALL BE PLACED UNDER OR AROUND THESE TREES TO REMAIN.
ALL EXISTING SHRUBS, GROUND COVERS AND TREES NOT SHOWN TO REMAIN ARE TO BE REMOVED ALONG WITH THEIR ROOT SYSTEM. ALL UNDERBRUSH, STUMPS, AND DEAD BRANCHES ARE TO BE REMOVED ON ALL EXISTING REMAINING TREES AND PALMS. ALL WORK AROUND SPECIMEN TREES WILL BE LIMITED TO HAND LABOR AND TOOLS.
ALL EVASIVE EXOTIC PLANTS, AS LISTED ON THE FLORIDA EXOTIC PEST PLANT COUNCIL'S INVASIVE PLANT SPECIES LIST, SHALL BE REMOVED
ALL EXISTING HARDSCAPE SURFACES WHICH ARE SHOWN TO BE REMOVED, SHALL HAVE THEIR LIMEROCK AND/OR COMPACTED BASES REMOVED DOWN TO THE NATIVE SOIL BASE.
THE LOCATION OF ALL REQUIRED TREES MUST NOT CONFLICT WITH THE LIGHTING FIXTURES, SIGNS, UNDERGROUND AND OVERHEAD UTILITIES, FIRE HYDRANTS, ETC.
ALL TREES NOT LOCATED WITHIN A MULCHED PLANTING BED SHALL HAVE A MINIMUM FIVE-FOOT (5') MULCH RING INSTALLED AROUND THE TRUNK AREA. TREES SHALL BE PLANTED A MINIMUM OF FIVE-FEET (5') FROM BACK OF CURB OR SIDEWALK (TYP).
SEE ENGINEER'S PLAN FOR ALL EXISTING AND PROPOSED EASEMENTS, COVENANTS, R.O.W., BUFFER DIMENSTIONS, AND ALL SITE LAYOUT DIMENSIONING.
NORTHERN BUFFER PLANTING REQUIREMENTS (255 LF LESS 42.7 LF (WIDTH) 212.3 LF
THIRTY FOOT (30') MINIMUM WIDTH (15,615 SF)
BUFFER PLANTING REQUIREMENTS PER 100LF
FIVE (5) SHADE TREES, MIN 12' HT, 4" DBH, 30' OC, THREE (3) OFF SPECIES
SIXTEEN (16) SHADE TREES REQUIRED AND PROVIDED
SEVEN (7) UNDERSTORY TREES, MIN 8' HT, 2.5" DBH, 25' OC, THREE (3) OFF SPECIES
TWENTY-TWO (22) UNDERSTORY TREES REQUIRED AND PROVIDED
TWENTY (20) SHRUBS, MIN 2'-3' HT, THREE (3) OFF SPECIES
SIXTY-THREE (63) SHRUBS REQUIRED AND PROVIDED
PARKING SCREEN HEDGE SHRUBS, MIN 2'-5' HT
PROVIDED
WESTERN BUFFER PLANTING REQUIREMENTS (288.7 LF LESS 20 LF (TYP.)
TWENTY FOOT (20') MINIMUM WIDTH (5,534 SF)
BUFFER PLANTING REQUIREMENTS PER 100LF
ONE (1) SHADE TREES, MIN 8' HT, 2" CAL, 1/100LF
SEVEN (7) SHADE TREES REQUIRED AND PROVIDED
ONE (1) SHRUB MIN 2' HT, 3' OC
TWO-HUNDRED TWENTY-NINE (229) SHRUBS REQUIRED AND PROVIDED
EASTERN BUFFER PLANTING REQUIREMENTS (306.2 LF LESS 70 LF (BUFFERS) 442 LF
TWENTY FOOT (20') MINIMUM WIDTH (8,884 SF)
BUFFER PLANTING REQUIREMENTS PER 100LF
ONE (1) SHADE TREES, MIN 8' HT, 2" CAL, 1/100LF
FIVE (5) SHADE TREES REQUIRED AND PROVIDED
ONE (1) SHRUB MIN 2' HT, 3' OC
ONE-HUNDRED-SIXTY-THREE (163) SHRUBS REQUIRED AND PROVIDED
DENOTES TREE, SIZE & TYPE
DENOTES EXISTING TREE TO BE REMOVED
DENOTES EXISTING TREE TO REMAIN
DENOTES SPECIMEN TREE TO BE REMOVED
DENOTES SPECIMEN TREE TO BE PRESERVED
DENOTES HISTORIC TREE TO BE REMOVED
DENOTES HISTORIC TREE TO BE PRESERVED
CITY OF NEW SMYRNA BEACH LANDSCAPE NOTES:
ALL INSTALLED LANDSCAPE MATERIALS MUST BE FLORIDA NUMBER 1 GRADE OR BETTER, ACCORDING TO THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE.
ALL PLANTS MUST HAVE NURSERY LABELS SHOWING CORRECT SPECIES AND SIZE. THESE LABELS WILL REMAIN UNTIL AFTER THE FINAL INSPECTION, AFTER WHICH THEY MUST BE REMOVED BEFORE THE CERTIFICATE OF OCCUPANCY (C.O.) CAN BE ISSUED
AN AUTOMATIC IRRIGATION SYSTEM, WITH A RAIN SENSOR, WILL BE INSTALLED TO IRRIGATE 100% OF THE TREE AND LANDSCAPE PLANTING AREAS AS PER VOLUSIA COUNTY CHAPTER 50, SECTIONS 50-390 AND SECTION 808.04 OF THE VOLUSIA COUNTY ZONING ORDINANCE
ALL PLANTS MUST BE COVERED WITH A THREE INCH (3") LAYER OF PINE BARK NUGGET MULCH, NOT CYPRESS
TREES MUST BE A MINIMUM SIZE OF NINE-FEET (9') TALL AND 2 1/2" CALIPER AT SIX INCHES (6") ABOVE GROUND LEVEL, UNLESS INDICATED OTHERWISE
ALL LANDSCAPE AREAS AND IRRIGATION SYSTEM MUST BE MAINTAINED IN PERPETUITY BY THE PROPERTY OWNER OR HIS AGENT
ALL MULTIPLE TRUNK TREES SHALL HAVE MINIMUM TRUNK CALIPERS TOTALING 1 AND 1/2 INCHES UNLESS INDICATED OTHERWISE
SHRUBS SHALL HAVE A MINIMUM HEIGHT OF EIGHTEEN (18") INCHES AS SHOWN UPON PLANTING INSTALLATION
HEDGES SHALL HAVE A MINIMUM HEIGHT OF TWENTY FOUR (24") INCHES AS SHOWN UPON PLANTING INSTALLATION
THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS
1685 PROMENADE CIRCLE PORT ORANGE, FLORIDA 32129
(386) 788-3788 CELL (386) 290-8451
SternDesignGroup@att.net
MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
LANDSCAPE PLANTING PLAN
N.S.B. WELLNESS CENTER
NEW SMYRNA BEACH, FLORIDA
PROJECT NO. 1515
L1
Digitally signed by Jan Stern
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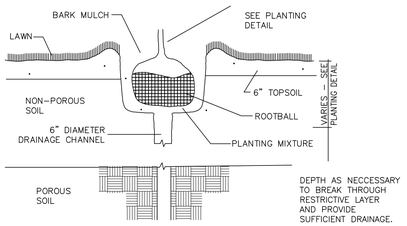



DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER:

A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR INCHES (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND DRAINAGE CHANNEL IS NOT REQUIRED. IF HOWEVER, THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

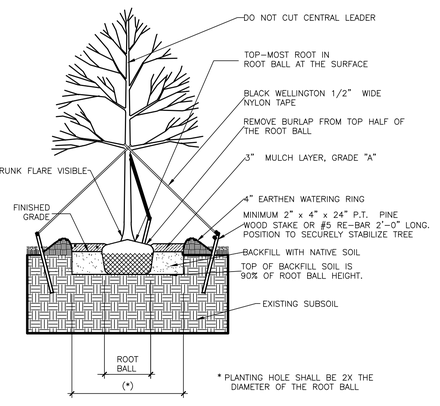
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON-POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

## DRAINAGE CHANNEL DETAIL

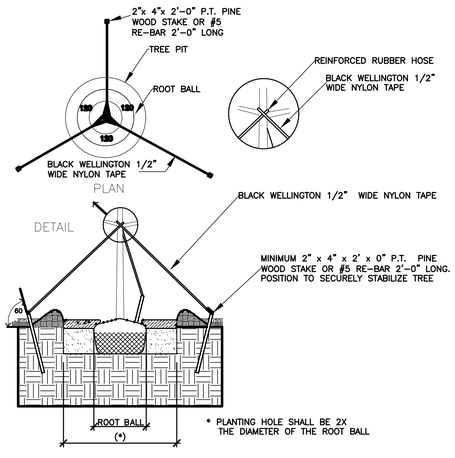
NOT TO SCALE




STANDARD CONSTRUCTION DETAIL

LARGE TREE PLANTING DETAILS

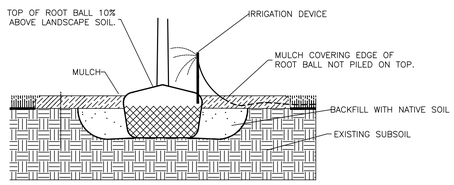
NTS.




STANDARD CONSTRUCTION DETAIL

TYPICAL TREE GUYING DETAIL

NTS.



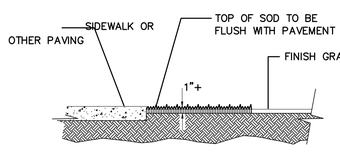

NEVER PLACE ANY SOIL OVER THE ROOT BALL. ROOT BALL SHOULD BE POSITIONED IN THE HOLE SHALLOW ENOUGH SO THE FINISHED GRADE OF THE BACKFILL SOIL DOES NOT REACH THE TOP. IN OTHER WORDS, LEAVE THE TOP FEW INCHES OF THE ROOT BALL SIDES EXPOSED TO THE AIR. MULCH WILL COVER THE REMAINING COUPLE INCHES. THE TOP OF THE ROOT BALL SHOULD BE SEVERAL INCHES HIGHER THAN THE SURROUNDING LANDSCAPE SOIL. BE SURE THAT WHEN YOU ARE FINISHED PLANTING, THERE IS NO SOIL ON THE TOP OF THE ROOT BALL. SOIL (AS WELL AS THICK MULCH LAYERS MORE THAN 3 INCHES DEEP) OVER THE ROOT BALL CAN PREVENT WATER AND AIR FROM ENTERING THE ROOT BALL. YOU SHOULD BE ABLE TO SEE THE TOP-MOST ROOT ORIGINATING FROM THE TRUNK AT THE SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL IN THE ROOT BALL. THE TRUNK FLARE SHOULD BE VISIBLE.

MULCH SHOULD COVER ONLY THE EDGE OF THE ROOT BALL, SINCE THICK LAYERS OVER THE ROOT BALL CAN KEEP THE TRUNK TOO MOIST OR TOO DRY AND CAN CAUSE OTHER PROBLEMS. LOCATE THE IRRIGATION DEVICE SO IT DELIVERS WATER DIRECTLY TO THE ROOT BALL. THERE IS USUALLY NO NEED TO WATER AREAS OUTSIDE THE ROOT BALL. NO AMENDMENTS OF ANY KIND ARE NECESSARY IN THE BACKFILL SOIL, BECAUSE EXTENSIVE RESEARCH CLEARLY SHOWS THAT THEY TYPICALLY DO NOT INCREASE THE SURVIVAL, NOR GROWTH AFTER PLANTING. NO SOIL BERM IS NEEDED IF TREES WILL BE IRRIGATED WITH A LOW-VOLUME DEVICE. PLACE THE BERM AT THE EDGE OF THE ROOT BALL IF THE ROOT BALL IS FINER TEXTURE THAN THE BACKFILL SOIL. THIS WILL HELP INSURE THAT WATER PERCOLATES INTO THE ROOT BALL.

STANDARD CONSTRUCTION DETAIL

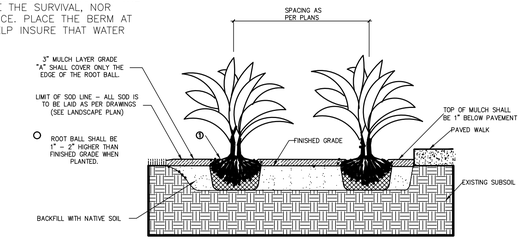
PLANT LIKE THIS DETAIL

NTS.




## SOD PLACEMENT ADJ. TO PAVEMENT

Scale: N.T.S.



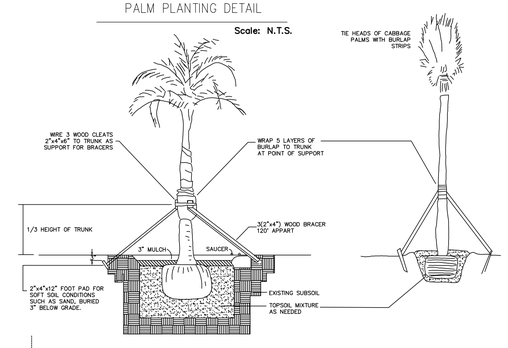

STANDARD CONSTRUCTION DETAIL

TYPICAL GROUND COVER DETAIL

NTS

## PALM PLANTING DETAIL

Scale: N.T.S.




PLANTING NOTES

1. ALL MATERIALS ARE TO BE FLORIDA #1 OR BETTER, INSTALLED ACCORDING TO THE HIGHEST NURSERY STANDARDS.
2. MULCH IS TO BE 100% PINE BARK NUGGETS GRADE "A", INSTALLED A MINIMUM OF 3" THICK IN ALL PLANTING AREAS. MULCHED PLANTING BEDS SHALL BE A MINIMUM OF 10" WIDE AND SHALL BE CONTINUOUS WHERE PLANTINGS ARE PROPOSED.
3. ALL AREAS MARKED SOD ON THE PLANS, SHALL BE SODDED WITH 95% WEED-FREE ST. AUGUSTINE 'FLORATAM" SOLID SOD. SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED, AND FERTILIZED. NUTRIENTS SHALL BE ADDED TO THE SOIL AS PER SOIL TESTING RESULTS. SEE IRRIGATION PLAN
4. BAHIA SOLID SOD SHALL BE USED ON ALL AREAS SO MARKED AS IN SWALES, RIGHT-OF-WAYS, DISTURBED AREAS, OR OTHER AREAS SUBJECT TO EROSION.
5. GRASS SEEDED AREAS SHALL MEET FLORIDA STATE DEPARTMENT OF TRANSPORTATION STANDARDS.
6. LANDSCAPE CONTRACTOR IS TO LOCATE AND VERIFY ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING THE WORK. THE LANDSCAPE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UTILITY OR IRRIGATION
7. LANDSCAPE CONTRACTOR IS TO VERIFY ALL DRAWINGS AND CHECK FOR DISCREPANCIES AND BRING THEM TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WITH THE WORK.
8. THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. SHOULD THERE BE ANY DISCREPANCY, PLANTING PLANS SHALL TAKE PRECEDENCE OVER THE PLANT LIST.
10. NO SUBSTITUTIONS WILL BE MADE AT THE TIME OF BIDDING OR CHANGES OF ANY KIND, SO AS TO PROVIDE FOR FAIR COMPARISONS. NO FURTHER CHANGES ARE TO ME BADE WITHOUT PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.
11. OWNER TO BE RESPONSIBLE FOR IRRIGATION OF ALL PLANT MATERIALS
12. ALL BUILDING MATERIALS AND LABOR ARE TO CONFORM TO THE SOUTHERN BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
13. ALL PERMIT AND VARIANCE APPLICATION ARE TO BE MADE BY THE CONTRACTOR.
14. PRIOR TO THE INSTALLATION OF THE IRRIGATION SYSTEM, A WATER TEST IS TO BE CONDUCTED ON THE WATER SOURCE TO DETERMINE PH.. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO NOTIFY THE LANDSCAPE ARCHITECT IF THE RESULTING WATER PH. REQUIRES AMENDING PLANT SELECTIONS OR MODIFYING WATER SOURCE.
15. PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE PH; AND FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND PH. FOR CORRESPONDING PLANT MATERIALS.
16. PRIOR TO THE LAND CLEARING STAGE, THE CONTRATOR SHALL CLEARLY MARK ANY TREE, TREE GROUPS OR SHRUBS TO BE MAINTAINED IN THE PROXIMITY OF ANY AREA WHERE LAND CLEARING EQUIPMENT IS TO BE OPERATED. THE MARKINGS SHALL REMAIN IN PLACE DURING CONSTRUCTION. SAID EQUIPMENT SHALL BE OPERATED IN A MANNER AS OT NOT INJURE OR DESTROY THREE (3) FEET IN HEIGHT SHALL BE FORMED A MINIMUM RADIUS OF SIX (6) FEET FROM THE BASE OF THE TREES OR SHRUBS, AND THE DEVELOPER SHALL NOT CAUSE OR ALLOW THE CLEARING OF EQUIPMENT OR MATERIAL WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES TO BE MAINTAINED. NEITHER SHALL THE DEVELOPER CAUSE OR ALLOW THE DISPOSAL OF WASTE MATERIAL SUCH AS PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR OR OTHER MATERIALS HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES. NO ATTACHMENT WIRES (OTHER THAN PROTECTION GUY WIRES), SIGNS, OR PERMITS MAY BE FASTENED TO A TREE.
17. REMOVE ALL TAGS FROM INSTALLED PLANT MATERIALS.
18. PLACE TERRA SORB UNDER THE ROOT BALL OF ALL PLANT MATERIALS.
19. ALL TREES ARE TO BE GUYED WITHING "DUCKBILL" ANCHORING SYSTEMS OR AN APPROVED EQUAL.
20. ALL TREE CALIPERS ARE TO BE MEASURED ACCORDING TO LOCAL CODES AND ORDINANCES.
21. ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS ARE TO BE DIRECTED TO THE LANDSCAPE ARCHITECT. (386) 788-3788
22. ALL PLANT MATERIAL TO BE GUARANTEED FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM THE TIME OF FINAL ACCEPTANCE. ALL REPLACEMENTS TO BE MADE WITHING TWO (2) WEEKS OF CONTRACTOR NOTIFICATION. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING AN AS-BUILT TO THE LANDSCAPE ARCHITECT FOR FINAL SIGNOFF AND CITY CO

48 HOURS BEFORE YOU DIG "CALL SUNSHINE" 1-800-432-4770

APPROVAL STAMP BLOCK

CITY OF NEW SMYRNA BEACH

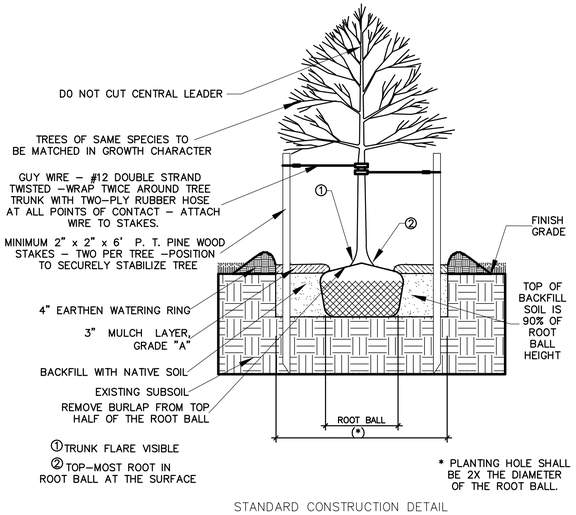
## SITE LANDSCAPE PLANTING PALLETTE

### PROPOSED SHADE AND UNDERSTORY TREES

| KEY | QTY | BOTANICAL/COMMON NAMES | HT. | SPR. | REMARKS |
|---|---|---|---|---|---|
| IL | 4 | Ilex x attenuatta 'Eagleston' Eagleston Holly | 9' | 3' | Min 2" Cal |
| IL* | 10 | Ilex x attenuatta 'Eagleston' Eagleston Holly | 10'-12' | 5' | Min 2.5" DBH |
| IW | 9 | Ilex vomittoria Pendula Weeping Holly | 8' | 3' | Min 2.5" Cal Single Trunk |
| JS* | 3 | Juniperus silicicola Southern Red Cedar | 12' | 5' | Min 4" DBH Shape/Full |
| LI* | 8 | Lagerstroemia indica 'STD' Crepe Myrtle Tree | 10'-12' | 5' | Min 2.5" DBH Single Trunk |
| MG | 1 | Magnolia grandiflora 'DD Blanchard' DD Blanchard Magnolia | 9' | 4' | Min 2.5" Cal Shape/Full |
| MG* | 6 | Magnolia grandiflora 'DD Blanchard' DD Blanchard Magnolia | 12' | 5' | Min 4" DBH Shape/Full |
| PM | 2 | Phoenix dactylifera 'Medjool' Queen Palm | 12' CT MATCHED | | Min 12" Cal |
| QV | 13 | Quercus virginiana Live Oak | 9' | 4' | Min 2 1/2" Cal Shape/Full |
| QV* | 7 | Quercus virginiana Live Oak | 12' | 5' | Min 4" DBH Shape/Full |
| SR | 8 | Syagrus romanzoffiana Queen Palm | IN GROUPS 10'OA, 12' OA, | 14' OA | Min 10" Cal |
| UP* | 5 | Ulmus parvifolia 'Drake' Drake Elm | 10' | 4' | Min 2 1/2" DBH Shape/Full |

### PROPOSED SHRUBS AND GROUND COVERS

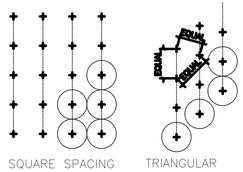
| KEY | QTY | BOTANICAL/COMMON NAMES | HT. | SPR. | REMARKS |
|---|---|---|---|---|---|
| ARB | 92 | Schefflera arboricola 'Trinnette' Varigated Dwarf Umbrella | 30" | 12" | 3 Gal Cont 30" O.C. |
| CRO | 38 | Codiaeum variegatum 'Twist' Twist Leaf Croton | 14" | 12" | 3 Gal Cont 30" O.C. |
| DIA | 30 | Dianella tasmanica 'Varigated' Varigated Blueberry Flax Lily | 14" | 12" | 3 Gal Cont 36" O.C. |
| DRA | 12 | Cordyline fruticosa Hawaiian Ti Plant | 28" | 10" | 3 Gal Cont Min 3 PPP |
| FOU | 50 | Pennisetum setaceum 'Rubrum 'Alba/Rubrum' Red / White Fountain Grass (Mix) | 30" | 10" | 3 Gal Cont Min 36" O.C. |
| ILE | 89 | Ilex vomittoria 'Schellings' Yaupon Holly 'Schellings' | 18" | 12" | 3 Gal Cont 30" O.C. |
| JUN | 344 | Juniperus parsonii 'Squmatta' Parson's Juniper | 6" | 6" | 1 Gal Cont 36" O.C. |
| LAN | 120 | Lantana camera Pineland Lantana | 6" | 6" | 1 Gal Cont 30" O.C. |
| LIR | 210 | Liriope muscari Giant Liriope | 6" | 6" | 1 Gal Cont 18" O.C. |
| PLU | 82 | Plumbago 'Imperial Blue' Blue Plumbago | 18" | 10" | 3 Gal Cont Min 36" O.C. |
| POD | 73 | Podocarpus macrophyllum Japanese Yew | 30" | 10" | 3 Gal Cont Min 24" O.C. |
| ROS | 16 | Rosa knockout sp 'Dwarf' Red Dwarf Rose | 18" | 12" | 3 Gal Cont Min 30" O.C. |
| STR | 5 | Strelitzia reginae Orange Bird of Paradise | 36" | 24" | 15 Gal Cont FULL |
| VIB | 385 | Viburnum suspensum Sandankwa Viburnum | 30" | 10" | 3 Gal Cont Min 36" O.C. |
| VLR | 50 | Varigated Liriope ' Aztec ' Varigated Liriope | 6" | 6" | 1 Gal Cont 18" O.C. |
| ZAM | 74 | Zamia pumila Coontie Fern | 18" | 12" | 3 Gal Cont Min 30" O.C. |



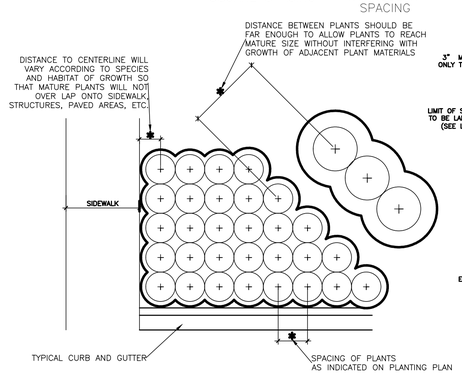

STANDARD CONSTRUCTION DETAIL

SMALL TREE PLANTING DETAIL

NTS.



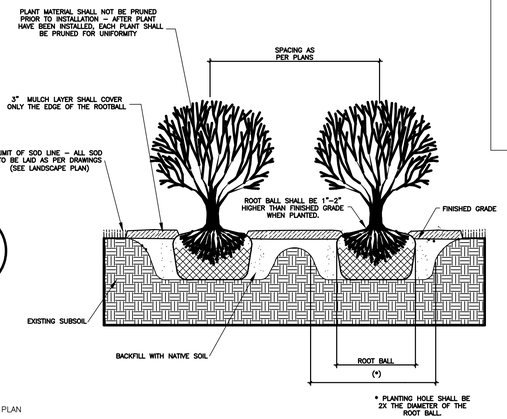

NOTE: IN MOST CASES, TRIANGULAR SPACING IS PREFERRED. USE SQUARE SPACING ONLY IN SMALL RECTILINEAR AREAS.




STANDARD CONSTRUCTION DETAIL

TYPICAL CONTAINER SPACING

NTS.




STANDARD CONSTRUCTION DETAIL

TYPICAL SHRUB PLANTING DETAIL

NTS

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS
1685 PROMENADE CIRCLE PORT ORANGE, FLORIDA 32129
(386) 788-3788 CELL (386) 290-6411
SternDesignGroup@att.net

| NO. | DATE | APPR. | REVISION |
|---|---|---|---|
| 1. | 06-05-24 | MSD | REVISED PER UPDATED TREE SURVEY AND BUILDING FOOTPRINT |

REGISTERED LANDSCAPE ARCHITECT IAN STERN LA 0001180 STATE OF FLORIDA

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

| SCALE | DESIGNED | DRAWN | CHECKED | DATE |
|---|---|---|---|---|
| 1" = 40' | JBS | JBS | MSD | 05-01-25 |

BY DATE

LANDSCAPE DETAILS /PLANTING KEY

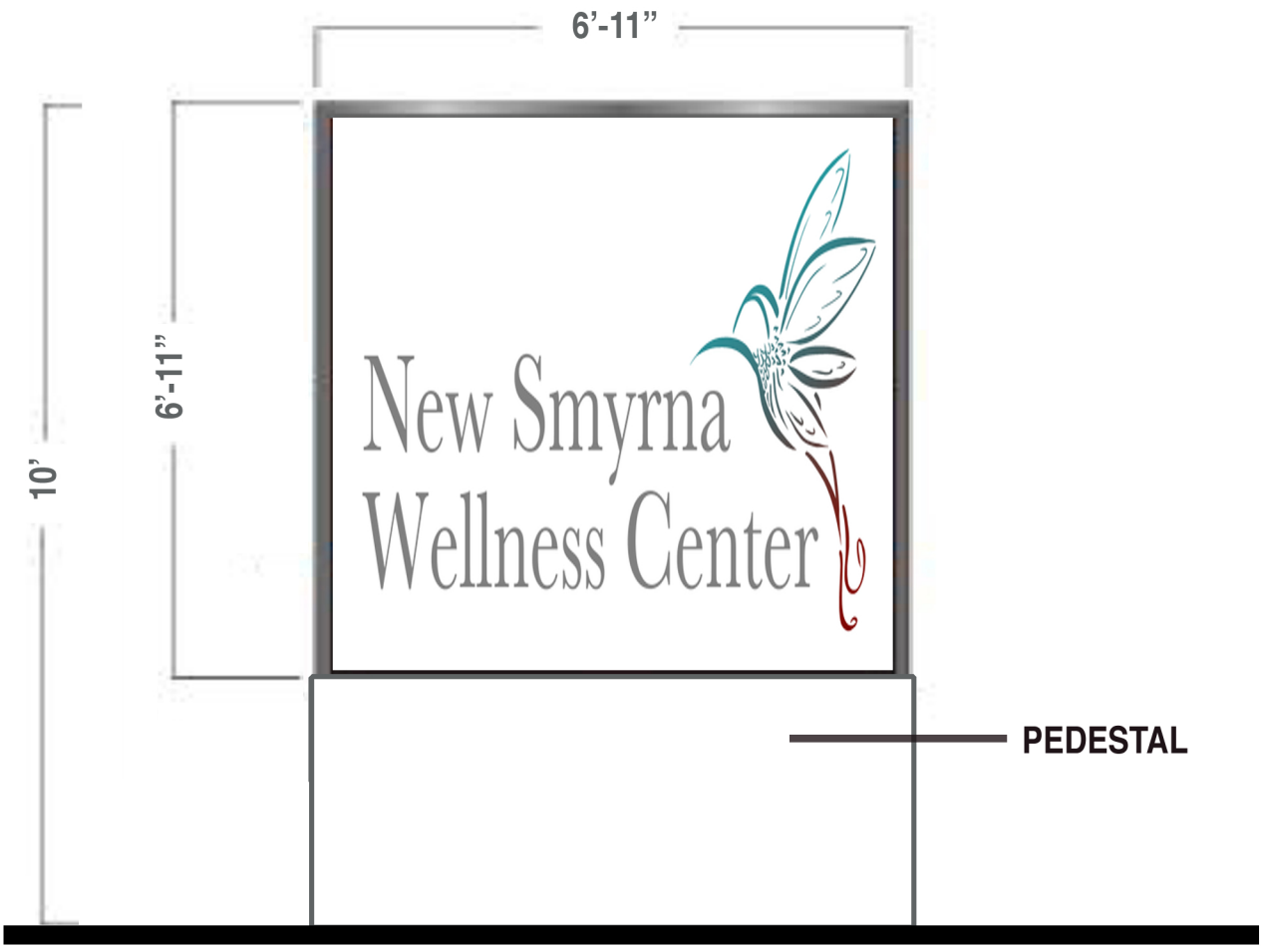
N.S.B. WELLNESS CENTER

NEW SMYRNA BEACH, FLORIDA

PROJECT NO. 1515 L2

1515-PUD5

# Exhibit "E"



**THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT**

**CONDUCT A QUASI-JUDICIAL HEARING OF A PROPOSED SIDEWALK CAFÉ AGREEMENT FOR THE SPOTT RESTAURANT LOCATED AT 424 CANAL STREET.**

**July 22, 2025**

---

**Background:**

**Applicant:** Greg Gabringer, Owner of The Spott, 424 Canal Street, New Smyrna Beach, Florida 32168.

**Property Owner:** Richard Rosedale, 411 Quay Asissi, New Smyrna Beach, Florida 32169.

**Request:** Request a sidewalk café agreement, to allow for 2 tables with 4 chairs per table and outdoor couch with firepit table, within the Canal Street Right-of-Way.

**Subject Area:** The subject area is zoned MU, Mixed-Use, and is located on the south side of Canal Street, west of South Orange Street.

**Tax ID #:** 7441-38-20-2850

**Exhibits used in this report:**

Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Seating Area
Exhibit D: Site Photos
Exhibit E: Sidewalk Café Agreement
Exhibit F: Insurance Certificate

**Findings:**

The applicant is requesting approval of a sidewalk café within the Canal Street Right-of-Way. The City's *Land Development Regulations* (LDR) states that sidewalk cafés are only permitted for restaurants. The business is operating as a restaurant known as The Spott.

The proposed seating would be located in front of the building within a section of the public sidewalk that is 13 feet in width. The plan would allow at least a continuous 60 inches, (5 Feet), of clear area for pedestrians over the public sidewalk. A copy of the proposed seating area is attached as **Exhibit C.** Photos of the site are attached as **Exhibit**

**D**. A copy of the signed Sidewalk Café Agreement is attached as **Exhibit E**. Insurance certificate is attached as **Exhibit F**. The proposed couch would include a table with a LP fueled fire pit.

Per Section 801.14 of the City's Land Development Regulations (LDR), sidewalk cafes may only be approved by the City Commission. This section of the LDR also lists the following minimum criteria that must be met in order for a sidewalk café to be approved (staff's responses provided below in **bold**):

- Sidewalk cafés shall only be permitted as an accessory use in the MU, Mixed Use, zoning district.

- **The subject property is located in the Mixed-Use zoning district.**
- **This criterion is met.**

- The sidewalk café must be an extension of a restaurant permitted in the district.

- **There is a proposed restaurant at this location.**
- **This criterion is met.**

- The sidewalk café is limited to the sidewalk area directly adjacent to the restaurant frontage.

- **According to site plan provided with the application, all of the tables and seating will be located directly adjacent to the building frontage.**
- **This criterion is met.**

- No additional parking is required if the outdoor seating area does not exceed 30% of the restaurant floor area.

- **No additional parking would be required for the 14 seats. Also, the restaurant is located within the Arts Overlay District. This district allows for a parking waiver for restaurants.**
- **This criterion is met.**

◦ The license holder shall provide adequate liability coverage for the sidewalk café area. The license holder shall name the City as an additional insured.

- **The applicant has provided a copy of the liability coverage for the sidewalk café area.**
- **This Criterion is met.**

The applicant's proposal must also meet the following design criteria in order to establish a sidewalk café (staff's responses shown in **bold**):

◦ A minimum clear pedestrian area of sixty (60) inches, (5 Feet), must be maintained.

- **The sidewalk outside of the proposed seating will allow for at least 60 inches of travel space.**
- **This Criterion is met.**

◦ If seating area is provided adjacent to the curb, adequate safeguards must be provided to protect patrons from vehicles.

- **The outdoor seating will be placed close to the building away from the curb.**
- **This design criterion is met.**

◦ The sidewalk café area must be clearly delineated from the area to remain open for

pedestrian traffic.

- **The applicant has delineated the area. The use of planter pots along the east and west sections delineates the seating area from the travel lane for pedestrians. These plants should be removed or placed against the building during non-operating hours.**
- **This design criterion has been met.**

◦ Umbrellas shall be allowed if they are contained within the sidewalk café area.

- **The applicant has not proposed umbrellas with this application.**
- **This design criterion is Not Applicable.**

◦ Additional signs are limited to one (1) additional sign on an outdoor menu board and the business name or advertising on any umbrellas. The outdoor menu board may be two-sided and may not exceed four (4) square feet per side. A menu board must be located outside of the pedestrian travel lane.

- **If the applicant could decide to use a menu board, it will be limited to the size restrictions outlined above. This will be a condition of approval.**
- **This design criterion is met.**

◦ Outdoor lighting, if provided, must be permanently installed in accordance with City code and be approved as part of the application. The license holder shall take any necessary precautions, including illumination, for protection of the public with particular emphasis on the period from sunrise to sunset.

- **There is no additional proposal for outdoor lighting.**
- **This design criterion is Not Applicable.**

The following operating standards have also been established for outdoor cafes:

- All food preparation shall be done inside the restaurant, and all food service shall comply with local and state laws.

- **The applicant has a kitchen inside the restaurant.**
- **This operating standard is met.**

- Alcoholic beverages may be served within the license area consistent with any alcoholic-beverage license in effect for the restaurant.

- **The applicant will be required to add the sidewalk café area as part of their State of Florida alcohol license, if alcohol consumption is requested.**
- **This operating standard is met.**

- The hours of operation for the sidewalk café cannot exceed the operating hours of the business.

- **The applicant has not requested extended hours of operation for the sidewalk café.**
- **This operating standard is met.**

- Tables, chairs, and other furniture shall be brought inside when the sidewalk café is not in operation.

- **The applicant has proposed mobile tables, chairs, table with fire-pit, and a couch.**

- **This operating standard is met.**

  - The license area shall be kept in a clean condition and the sidewalk area shall be periodically cleaned to remove any stains or other dirt resulting from the sidewalk café operation.

- **The applicant will keep the sidewalk café area cleaned.**
- **This operating standard has been met.**

Approval of the sidewalk café permit should be conditioned upon compliance with the minimum operating standards and criteria listed above.

**Recommendation**

The Planning Department recommends the City Commission to **approve** the sidewalk café agreement, allowing for two (2) tables with a total of eight (8) seats and an outdoor couch with 6 additional seats and a table with a fire pit overall as a "limited activity". The plans used for delineation should be removed or placed against the building during non-operating hours.

**Fiscal Analysis:**

N/A

**Strategic Plan Item:**
No

Staff Report Created By: Shane Corbin - Developmental Services Director

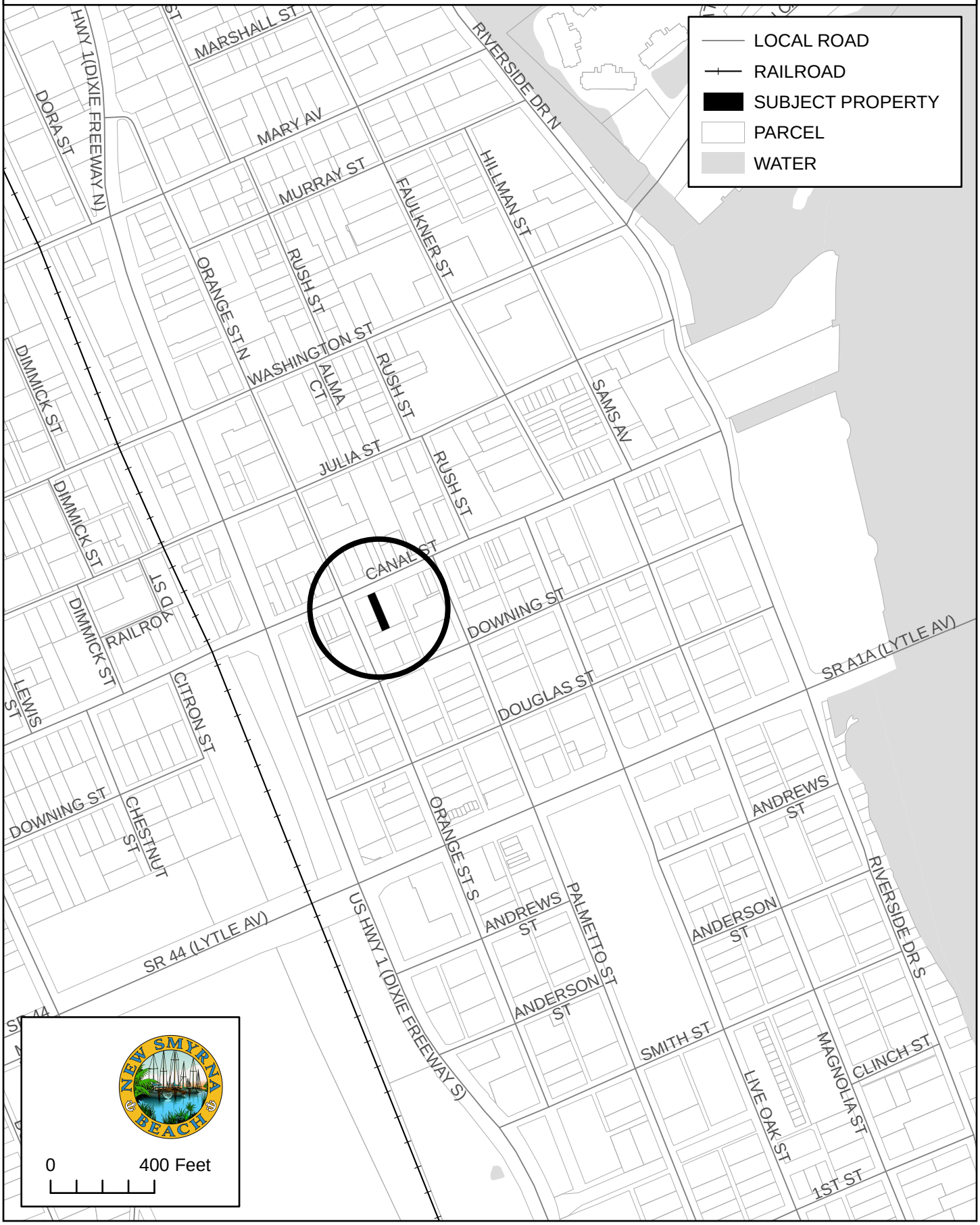
**Attachments:**

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Seating Area.pdf
Exhibit D Site Photos.pdf

Exhibit E Sidewalk Cafe Agreement.pdf
Exhibit F Insurance Certificate.pdf

Exhibit A

# SC-03-25: 424 CANAL STREET
# PARCEL: 7441-38-20-2850 LOCATION MAP



# SC-03-25: 424 CANAL STREET
# PARCEL: 7441-38-20-2850 AERIAL MAP



[redacted]

Exhibit C

THE SPOTT
424 CANAL ST
NCB, FL 32168

TERRENCE LEVER
(386) 689 2512

BREV BALDWIN
386; 472-2509

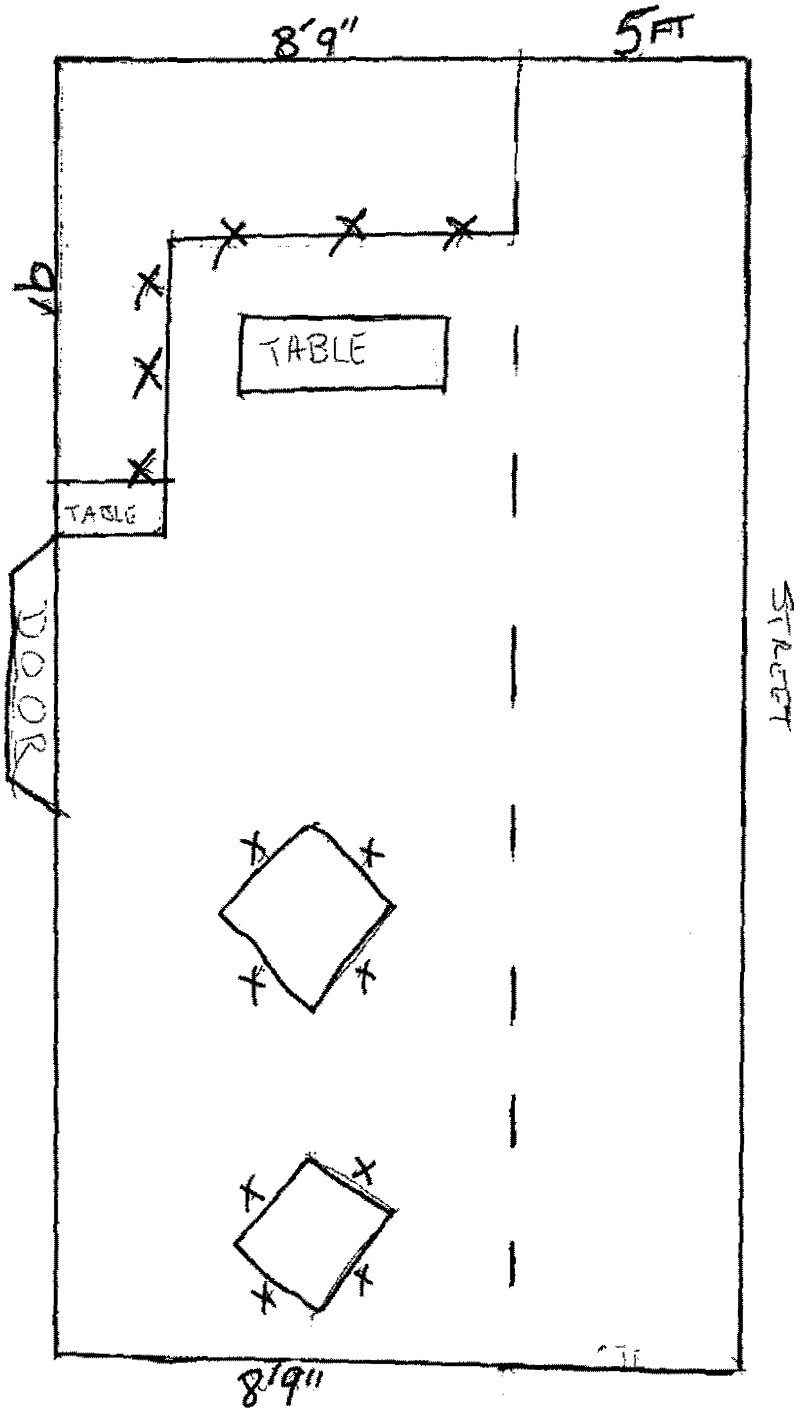


Exhibit D








## SIDEWALK CAFE LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is made and entered into by and between the **CITY OF NEW SMYRNA BEACH**, a Florida municipal corporation, existing under the laws of the State of Florida, (hereinafter referred to as "City"), and **Richard Rosedale**, Property Owner, (hereinafter referred to as "Owner") and **Greg Gabringer,** as Lessee of **The Spott Restaurant** (hereinafter referred to as "Lessee"):

1. Lessee has applied to the City for a license to operate a sidewalk cafe on City sidewalks adjacent to Lessee's business. The business premises is described as follows: 424 Canal Street, New Smyrna Beach, Fl 32168.
2. Lessee has submitted plans (EXHIBIT A) showing the proposed location of the Sidewalk Cafe, hereafter referred to as the "License Area". The City has determined that the application and proposed plan are in compliance with **SECTION 801.14** of the Land Development Regulations of The City of New Smyrna Beach.
3. The license agreement shall be valid for a period of one (1) year and may be renewed annually with the business tax receipt.
4. This License is subject to Lessee's strict compliance with the following terms and conditions:
   a. Pedestrian walkways with a minimum width of five (5) feet shall be maintained for use by the general public.
   b. The sidewalk café area must be clearly delineated from the area to remain open for pedestrian traffic.
   c. Umbrellas shall be allowed provided that the umbrellas are contained within the sidewalk café area and do not impede pedestrian traffic or vision at intersections.
   d. Additional signs are limited to one (1) additional sign on an outdoor menu board or sandwich board sign and the restaurant name or advertising on any umbrellas. The outdoor menu board or sidewalk sandwich board sign may be two-sided, not to exceed four (4) square feet per side. Any use of a sidewalk sandwich board sign must be located outside of the required five (5) foot pedestrian walkway and removed at closing time of the restaurant.

e. Outdoor lighting, if provided, must be permanently installed in accordance with the City code and be approved as part of the application. The license holder shall take necessary precautions, including illumination, for protection of the public with particular emphasis on the period from sunset to sunrise.

f. All food preparation shall be done inside the restaurant, and all food service shall comply with local and state laws.

g. No paper plates, napkins, or other paper products may be used for outdoor service.

h. Alcoholic beverages may be served within the license area consistent with any alcoholic beverage license in effect for the restaurant.

i. The hours of operation for the sidewalk café may not exceed the operating hours of the restaurant.

j. Tables, chairs, and other furniture shall be brought inside when the sidewalk café is not in operation.

k. The license area shall be kept in a clean condition and the sidewalk area shall be periodically cleaned to remove any stains or other dirt resulting from the sidewalk café operation.

5. The Lessee shall maintain liability coverage for the License Area in an amount and form approved by the City Attorney of The City of New Smyrna Beach. This coverage shall name the City of New Smyrna Beach as an additional insured. Lessee shall provide proof of liability coverage prior to annual renewal of this license.

6. This License Agreement may be terminated with or without cause by written notice to the address of the Lessee contained on the application or latest written address change provided by the Lessee. The City will provide thirty (30) days written notice of termination without cause. The following shall constitute grounds for immediate termination with cause:

a. Failure to use the License Area for ninety (90) consecutive days.

b. Violation of any of the terms and conditions of this Agreement or violation of any local, State, or federal laws, ordinances, or regulations applicable to the License Area.

c. Failure to maintain the primary business use and requisite licenses

d. Violation of alcoholic beverage laws orregulations.

e. Conviction of the Lessee for a felony, or for violation of a state, federal, or local law involving moral turpitude.

7. This license may not be assigned without prior approval of the City Commission. No right, title, or interest in the real property is conveyed by this Agreement, and Lessee's use of the property is at the pleasure of The City of New Smyrna Beach.

**IN WITNESS WHEREOF,** the parties hereto have executed this Sidewalk Café License Agreement on the day of _____, 2025.

**[This section is left intentionally blank]**

**WITNESSES**

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

_____
Witness 1

By:

_____
Print Name of Witness 1

_____
Fred E. Cleveland, Mayor

_____
Witness 2

Attest:

_____
Print Name of Witness 2

By:

_____
Sharron Taylor-Harding, Interim City Clerk

STATE OF FLORIDA )
COUNTY OF VOLUSIA )

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization the _____ day of _____, 2025, by Fred E. Cleveland, 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**

Robert Mather
Signature of Witness 1

Robert Mather
Print Name of Witness 1

Signature of Witness 2

Stephanie Dostar
Print Name of Witness 2

**LESSEE:**

By: _____
Name: Greg Gabringer
Title: owner

STATE OF FLORIDA )
COUNTY OF VOLUSIA )

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization the 7th day of May, 2025. by Greg Gabringer at 424 Canal Street NSB. 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: Stephanie Ferrara
Commission No.: # HH 505512
My Commission Expires: May 2, 2028

STEPHANIE FERRARA
Commission # HH 505512
Expires May 2, 2028

**WITNESSES**

Signature of Witness 1

Robert Mathers
Print Name of Witness 1

Signature of Witness 2

Stephanie Doster
Print Name of Witness 2

**PROPERTY OWNER:**

By: _____
Name: Dick Rosedale
Title: owner-Lessor

STATE OF FLORIDA )
COUNTY OF VOLUSIA )

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization the 1st day of May, 2025, by Dick Rosedale at 424 Canal Street, NSB FL. 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: Stephanie Ferrara
Commission No.: HH 505512
My Commission Expires: May 2, 2028

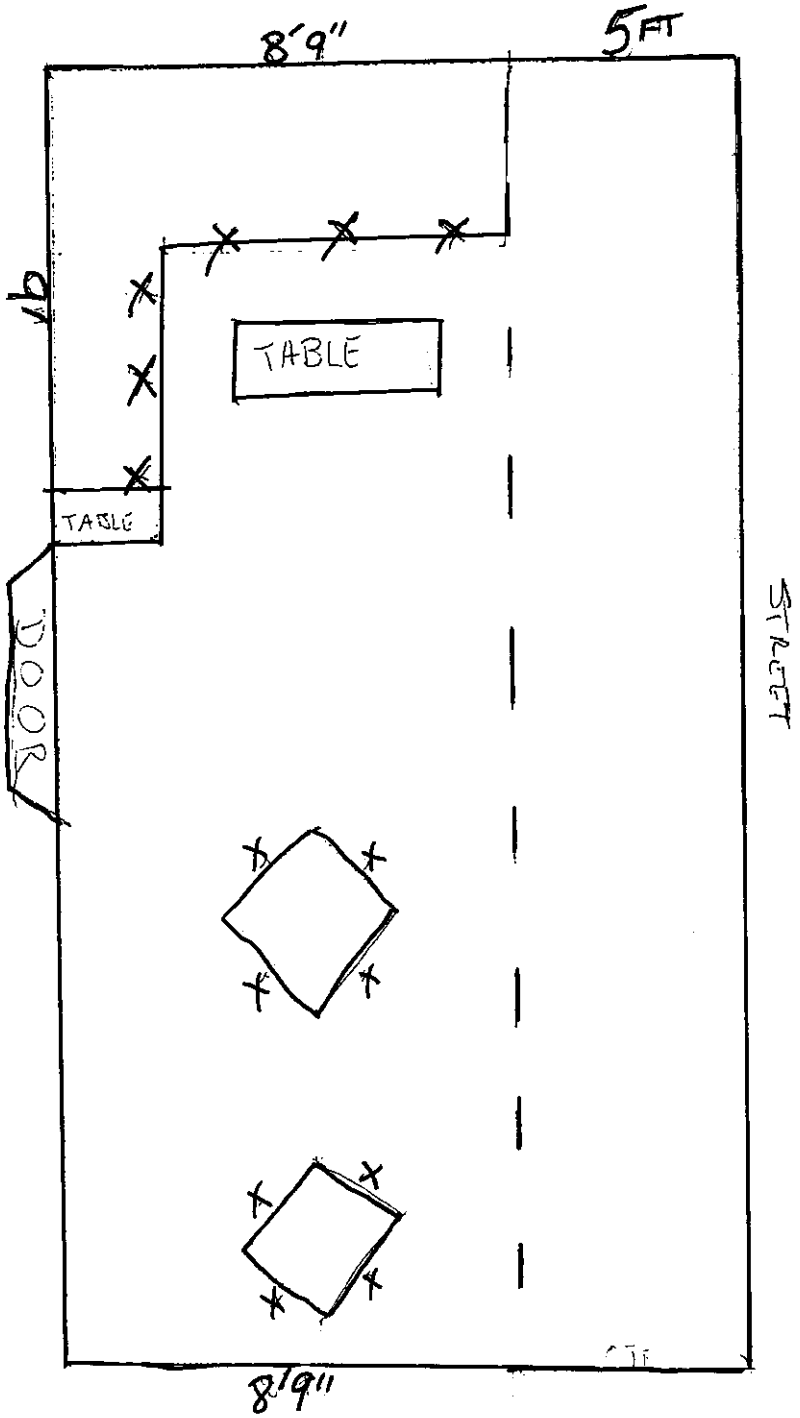
STEPHANIE FERRARA
Commission # HH 505512
Expires May 2, 2028

# EXHIBIT A

THE SPOTT
424 CANAL ST
NSB, FL 32168

TERRENCE LEVER
(386) 689 3512

BRET BALLINGER
(386) 472-8509



ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/24/2025

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

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

| PRODUCER | CONTACT NAME: Krista Scarborough | |
|---|---|---|
| Caton-Hosey Insurance<br>3731 Nova Rd.<br>Port Orange FL 32129 | PHONE (A/C, No, Ext): (386) 767-3161 | FAX (A/C, No): (386) 760-1770 |
| | E-MAIL ADDRESS: Krista@catonhosey.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : State National Insurance Co | |
| INSURED<br>GT Pub Holdings, LLC, DBA: The Spot<br>424 Canal Street<br>New Smyrna Beach FL 32168 | INSURER B : Zenith Insurance Company | 13269 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** CL2542434482 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☒ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | | NXTRX7FFWQ-00-GL | 04/28/2024 | 04/28/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Liquor Liability | $ 1,000,000<br>$ 100,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $<br>$<br>$<br>$<br>$ |
| | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br> | $<br>$<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | Z137814904 | 06/15/2024 | 06/15/2025 | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 100,000<br>$ 100,000<br>$ 500,000 |

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

Location: 424 Canal St. New Smyrna Beach, FL 32168
The Certificate Holder is included as an Additional Insured for General Liability with respect to operations of the Named Insured where required by written contract.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT**

**ORDINANCE NO. 32-25: CONDUCT A SECOND READING AND PUBLIC HEARING, THAT WOULD ANNEX APPROXIMATELY 0.36 ± ACRES OF PROPERTY LOCATED AT 1198 N GOLF LAKE DRIVE.**

**July 22, 2025**

---

**Background:**

**Applicant and Property Owner:** Richard and Michelle Strong, 1198 N Golf Lake Drive, New Smyrna Beach, Florida 32168

**Request:** Voluntary annexation:

- **From:** Un-incorporated Volusia County.
- **To:** City of New Smyrna Beach.

**Site Information:**

- **Size:** 0.36 ± acres
- **Location:** West side of N Golf Lake Drive south of Mayport Avenue.

**Tax I.D. Number:** 7312-00-00-0060

**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 at 1198 N Golf Lake Drive 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 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 N Lake Dive has a 6-inch PVC water service line in the N Golf Lake Drive 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 N Golf Lake Driver Trail 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 May 5, 2025, the Planning and Zoning Board voted, 6-0, 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

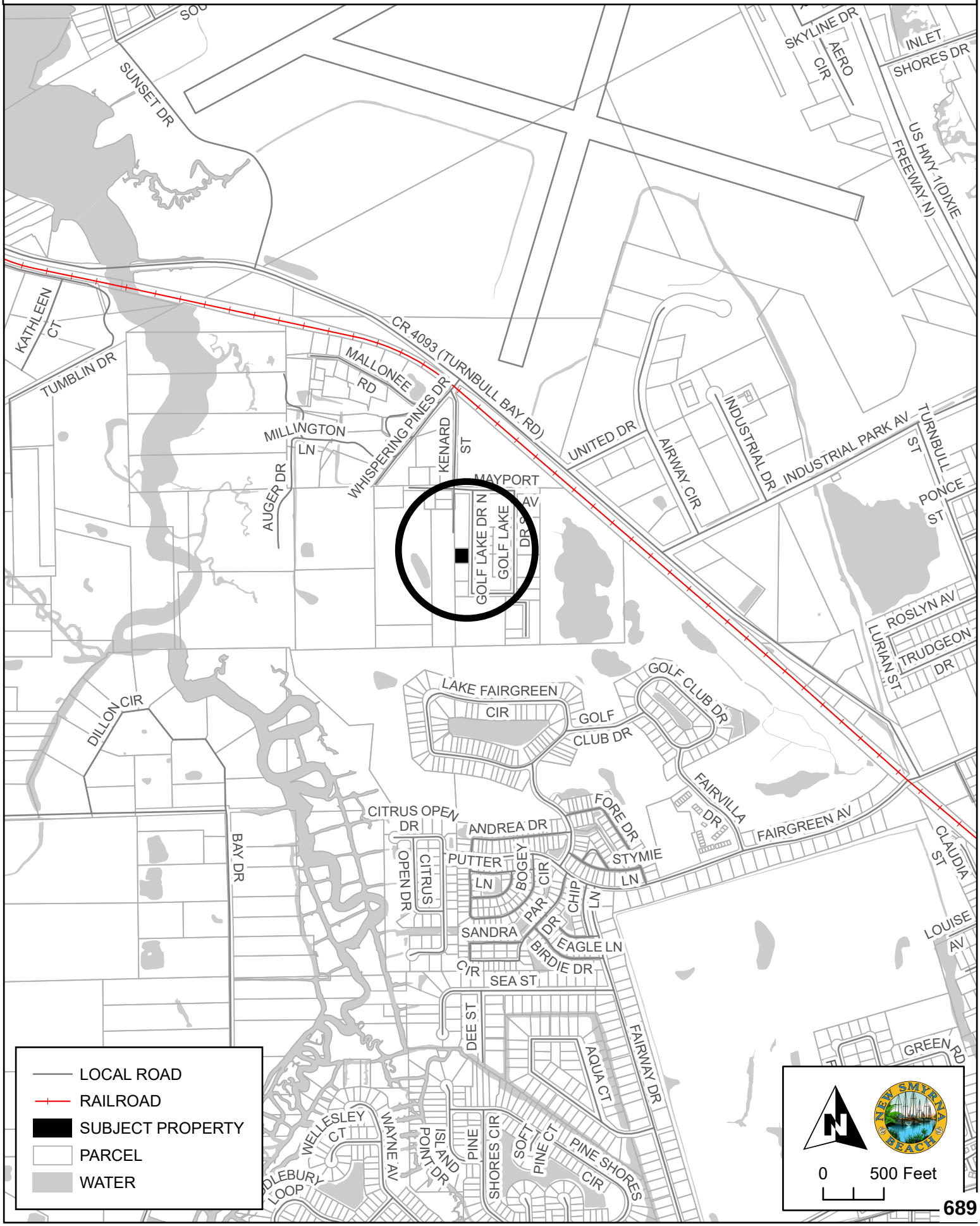
**Strategic Plan Item:**
Yes

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 32-25 1198 N Golf Lake Dr.pdf
Ord 32-25 Annex 1198 N Golf Lake Dr.pdf

# A-5-25: 1198 N. GOLF LAKE DRIVE
# PARCEL: 7312-00-00-0060 LOCATION MAP

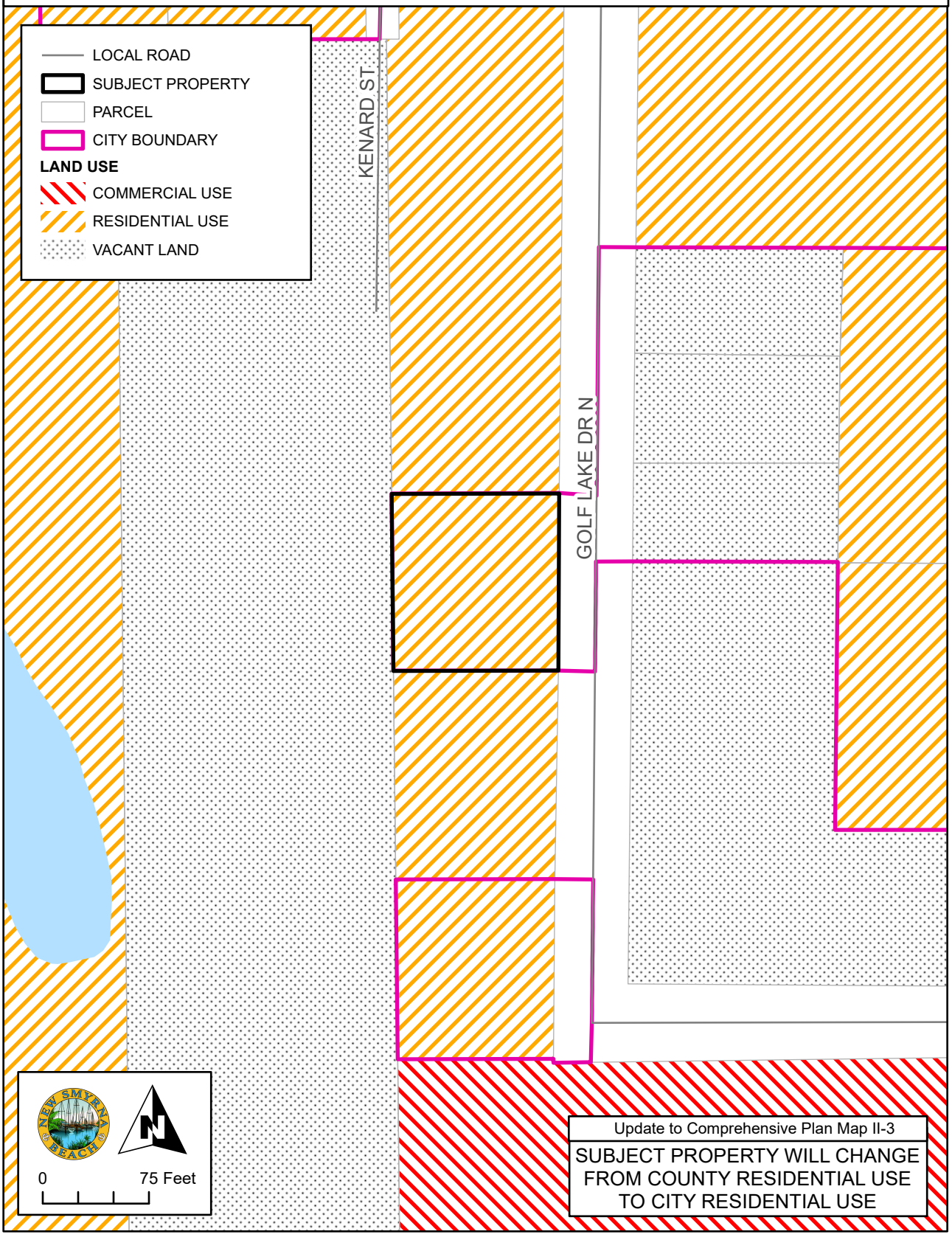


# A-5-25: 1198 N. GOLF LAKE DRIVE
# PARCEL: 7312-00-00-0060 AERIAL MAP



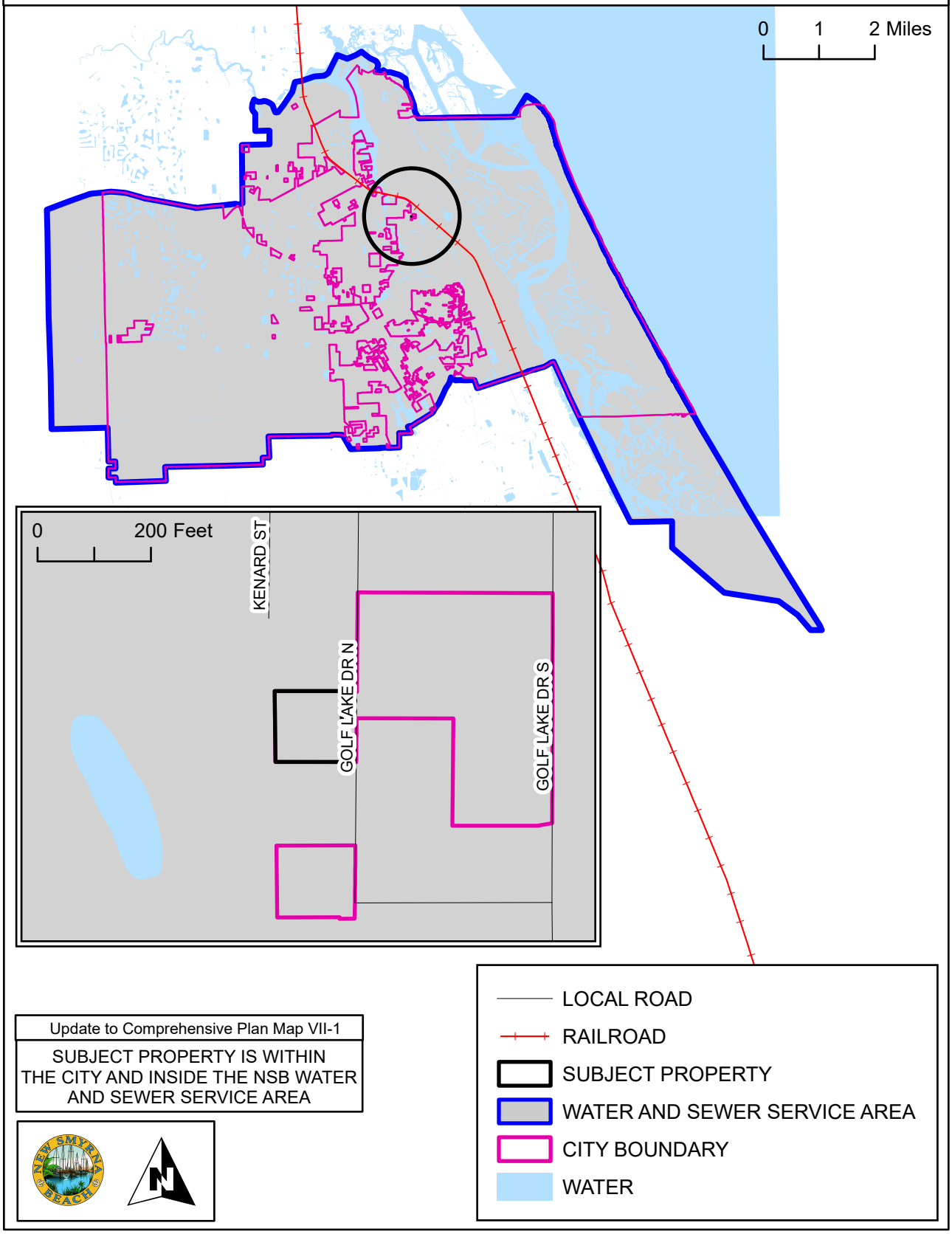
# EXISTING LAND USE DESIGNATIONS

A-5-25



# WATER AND SEWER SERVICE AREA

A-5-25

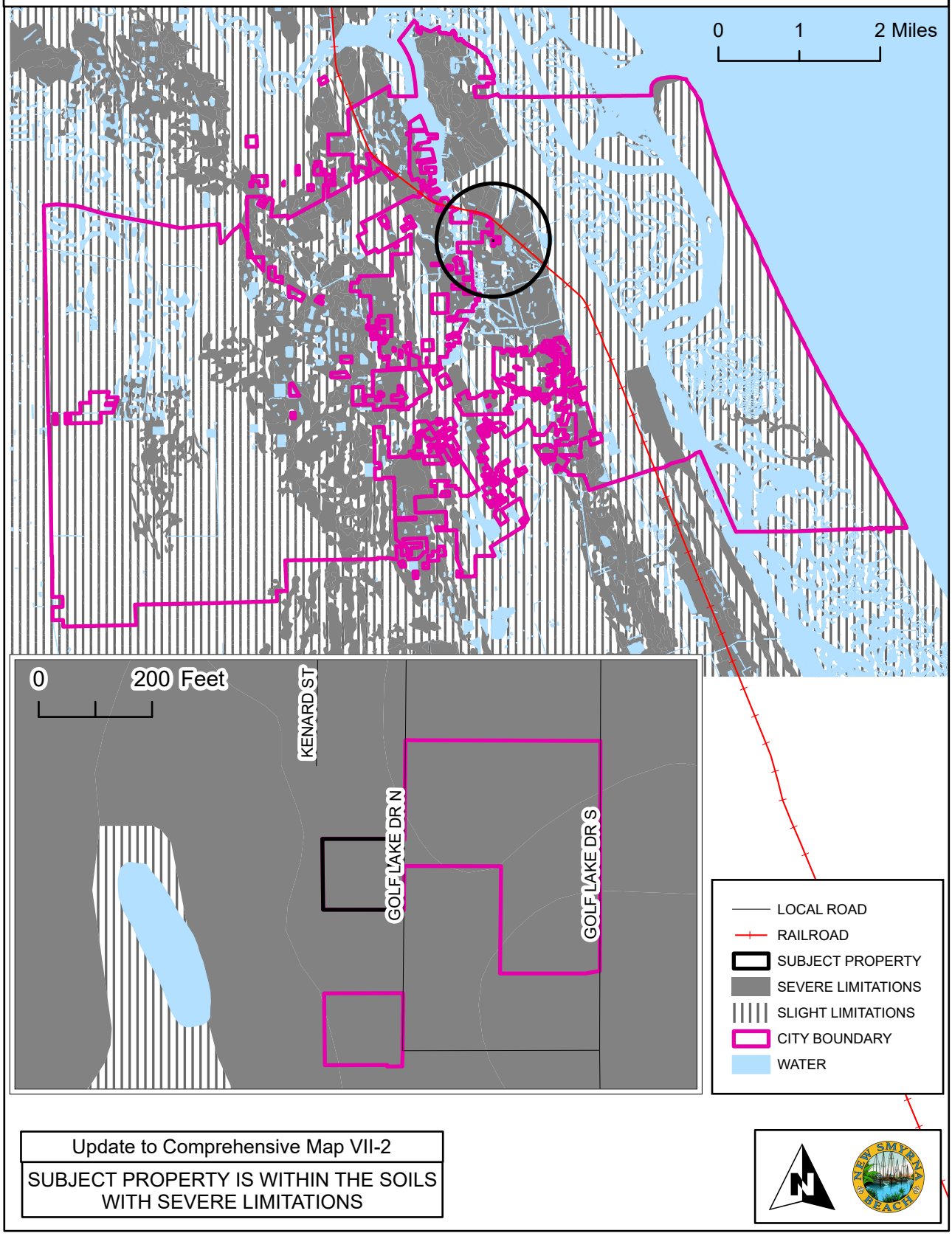



Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

# SOIL LIMITATION FOR SEPTIC SYSTEMS

A-5-25

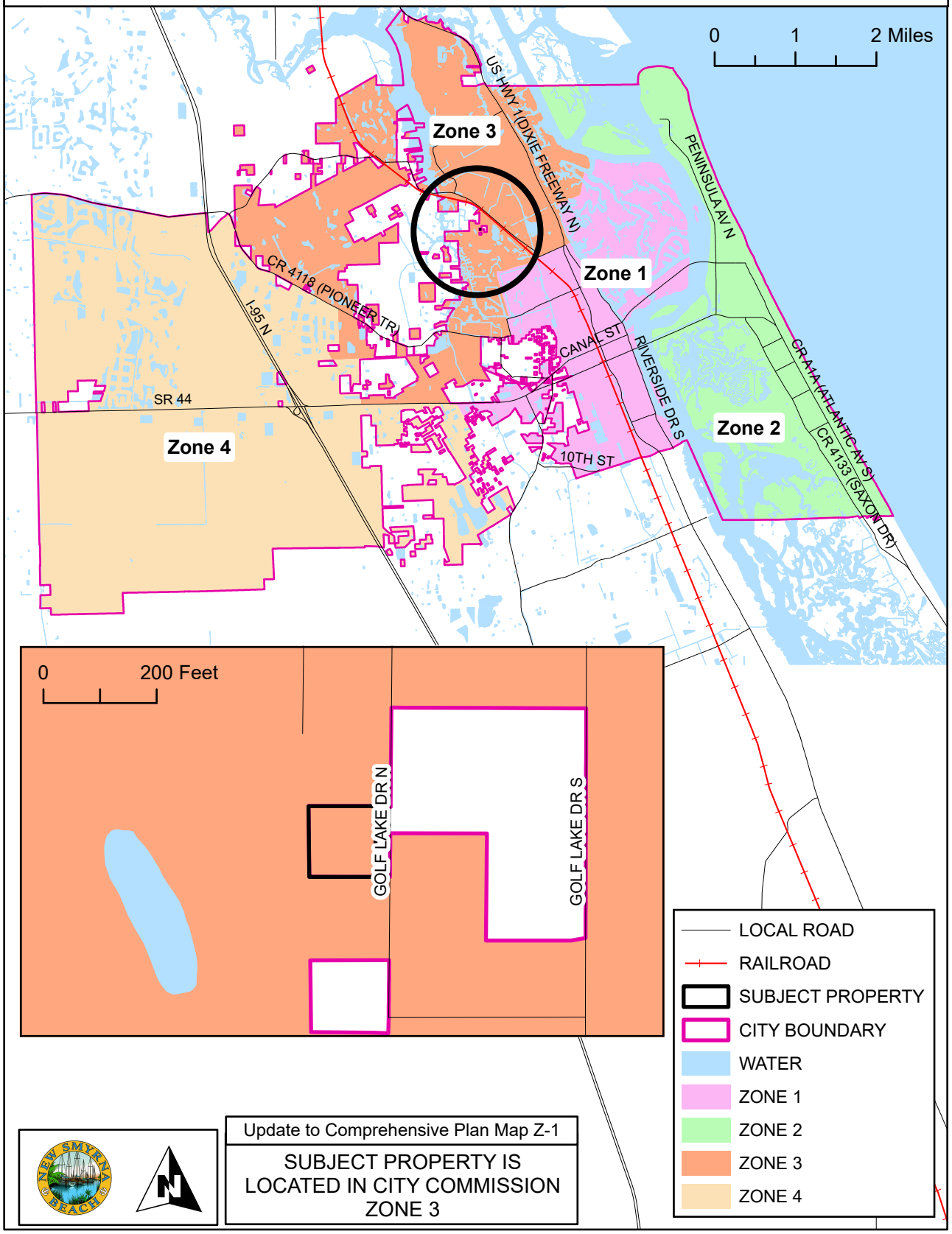



Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

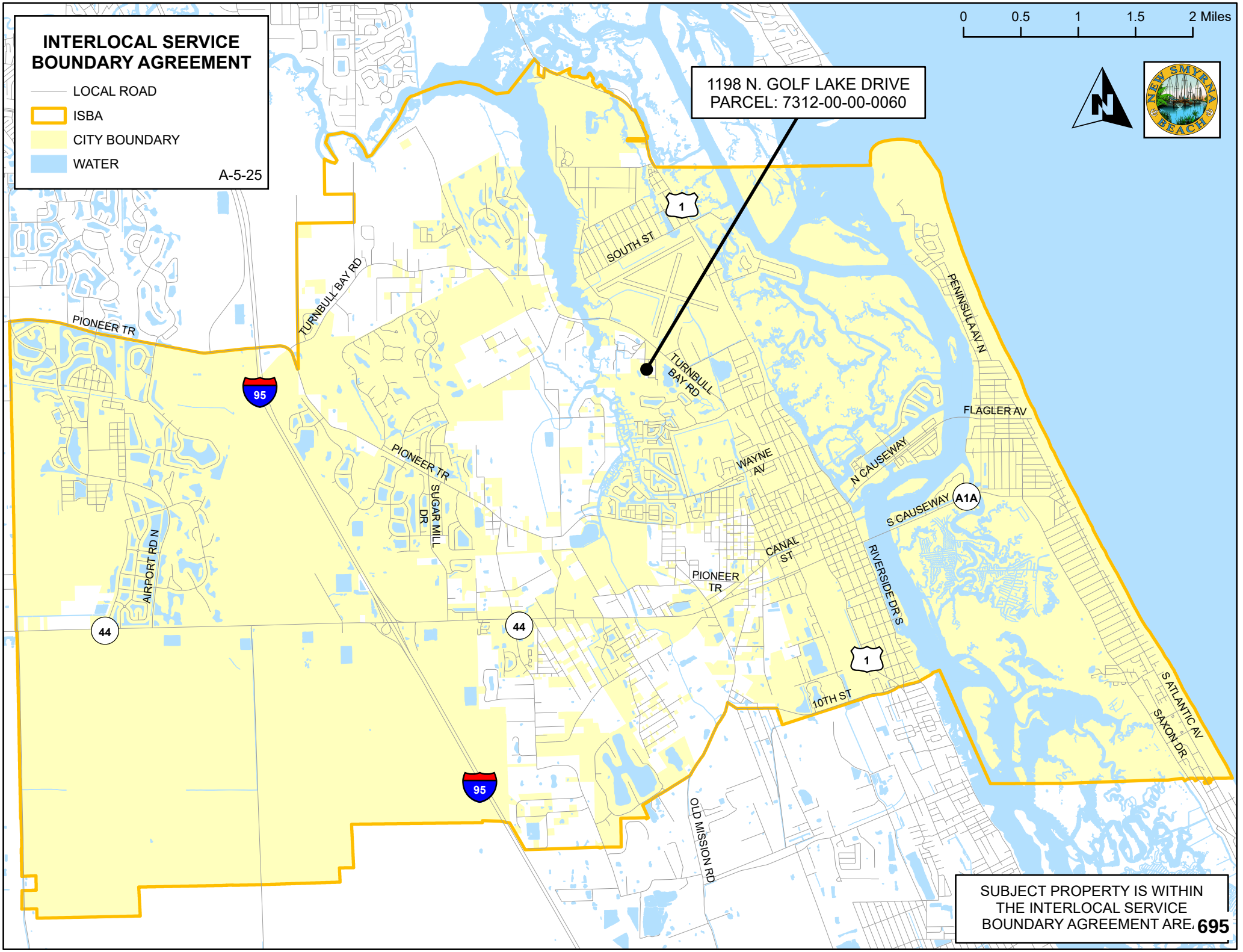
# COMMISSION ZONES

A-5-25




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-5-25
0 0.5 1 1.5 2 Miles
1198 N. GOLF LAKE DRIVE
PARCEL: 7312-00-00-0060
NEW SMYRNA BEACH
SOUTH ST
TURNBULL BAY RD
PENINSULA AV N
PIONEER TR
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
AIRPORT RD N
SUGAR MILL DR
PIONEER TR
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE. 695

**LEGAL DESCRIPTION**

Address:
1198 N Golf Lake Drive, New Smyrna Beach, Florida 32168

Parcel Number
7312-00-00-0060

AltKey Number:
3699734

Metes and Bounds by Anthony Pinizzotto, P.A.

The North 125 feet of the South 820 feet of the West 125 feet of the Southwest ¼ of the Northeast ¼, Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

3/19/2020 11:35:22 AM Instrument #2020057834 #1 Book:7831 Page:830 Laura E. Roth, Volusia County Clerk of Court
Doc Stamps $2,219.00 Transfer Amt $317,000.00

Prepared by and return to:
Anthony Pinizzotto
Anthony Pinizzotto, P.A.
415 Dunlawton Avenue, Suite 106
Port Orange, FL 32127
(386) 585-8027
File Number: 200202

[Space Above This Line For Recording Data]

# Warranty Deed

**This Warranty Deed** made this 18th day of March, 2020 between **Julie C. Christi** and **Robert Phelan**, wife and husband whose post office address is 2046 Old Daytona Road, Port Orange, FL 32128, grantors, and **Richard Strong** and **Michelle Strong**, husband and wife whose post office address is 11215 Woodside Drive, Demotte, IN 46310-7813, 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 grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantees, and grantees' heirs and assigns forever, the following described land, situate, lying and being in **Volusia County**, **Florida** to-wit:

**The North 125 feet of the South 820 feet of the West 125 feet of the Southwest 1/4 of the Northeast 1/4, Section 12, Township 17 South, Range 33 East, Volusia County, Florida.**

**Parcel Identification Number: 731200000060**

**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 grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land; that the grantors 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 **12/31/2019**.

**In Witness Whereof**, grantors have hereunto set grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1
Printed Name: Anthony P[redacted]

Witness #2
Printed Name: SANDY WEILAND

Witness #1
Printed Name: Anthony Pinizzotto

Witness #2
Printed Name: SANDY WEILAND

**Julie C. Christi**

**Robert Phelan**

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 March, 2020 by **Julie C. Christi** and **Robert Phelan** who [ ] are personally known or [x] have produced driver licenses as identification.

[Seal]

ANTHONY PINIZZOTTO
MY COMMISSION # FF972509
EXPIRES: March 22, 2020

Anthony Pinizzotto, Notary Public
My Commission Expires: March 22, 2020

# 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 32-25 Annexing 1198 N. Golf Lake Dr. |

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. 32-25

**AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 0.4± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF NORTH GOLF LAKE DRIVE, SOUTH OF MAYPORT AVENUE, ADDRESSED AS 1198 NORTH GOLF LAKE DRIVE; 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,*** Richard and Michelle Strong, 1198 North Golf Lake Drive, New Smyrna Beach, Florida 32168, applicants and property owners, have requested the annexation of 0.4± acres of property generally located on the west side of North Golf Lake Drive, south of Mayport Avenue, addressed as 1198 North Golf Lake Drive; and

***WHEREAS,*** the Planning and Zoning Board, at its regularly scheduled meeting on May 5, 2025, by a vote of 6-0, 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 July 22, 2025 at 6:30 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:** 5/19/2025

# EXHIBIT "A"

**LEGAL DESCRIPTION**

Address:
1198 N Golf Lake Drive, New Smyrna Beach, Florida 32168

Parcel Number
7312-00-00-0060

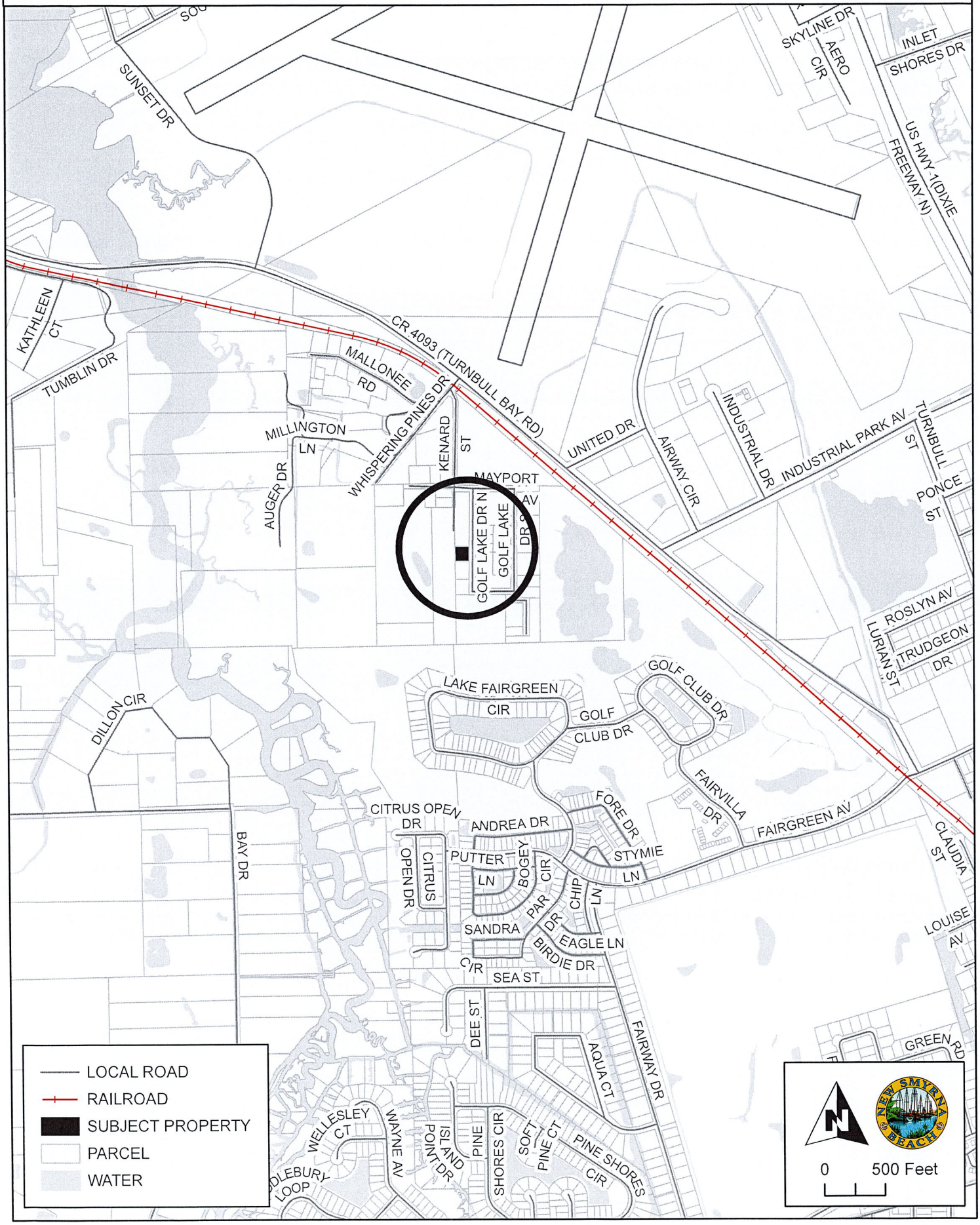
AltKey Number:
3699734

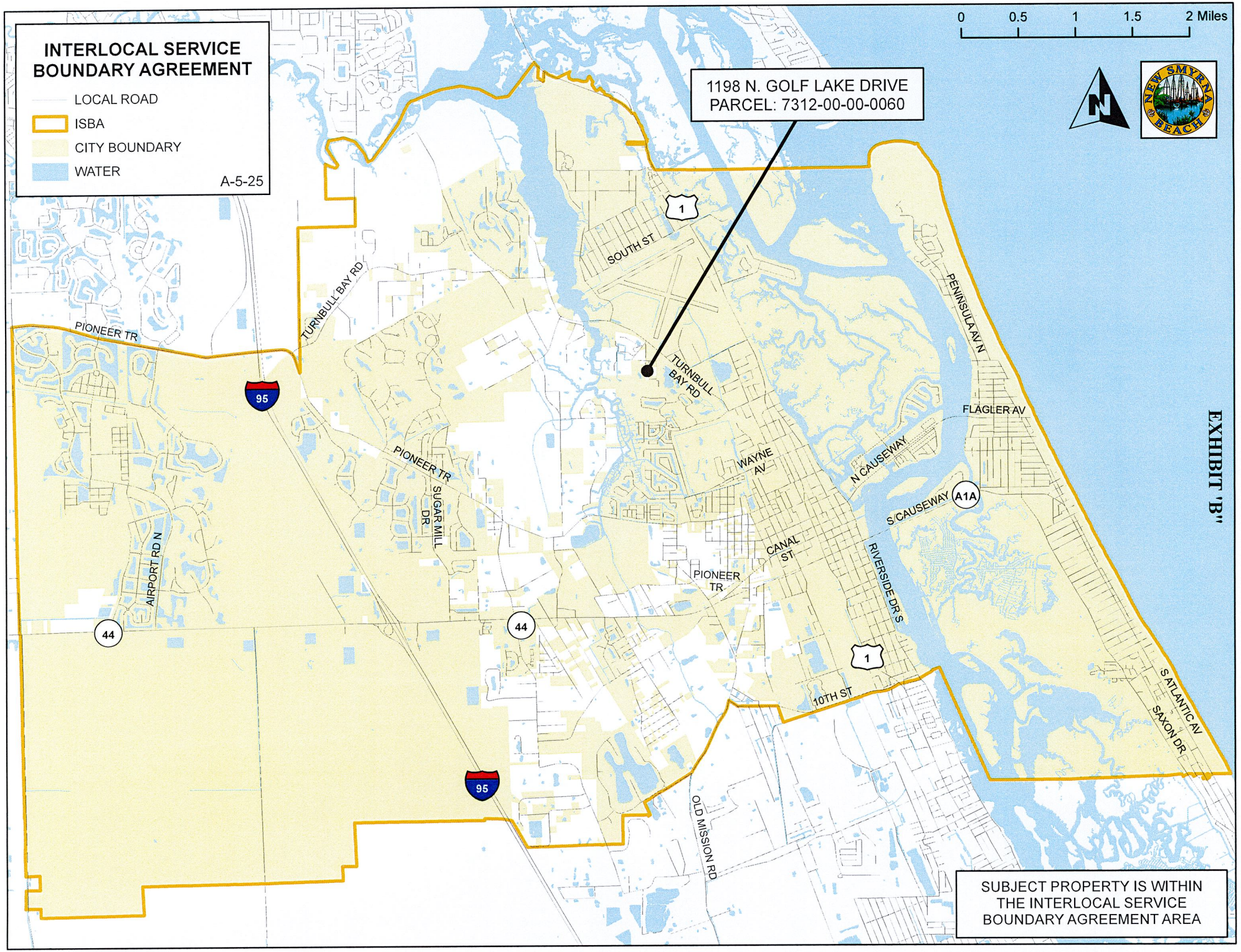
Metes and Bounds by Anthony Pinizzotto, P.A.

The North 125 feet of the South 820 feet of the West 125 feet of the Southwest ¼ of the Northeast ¼, Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

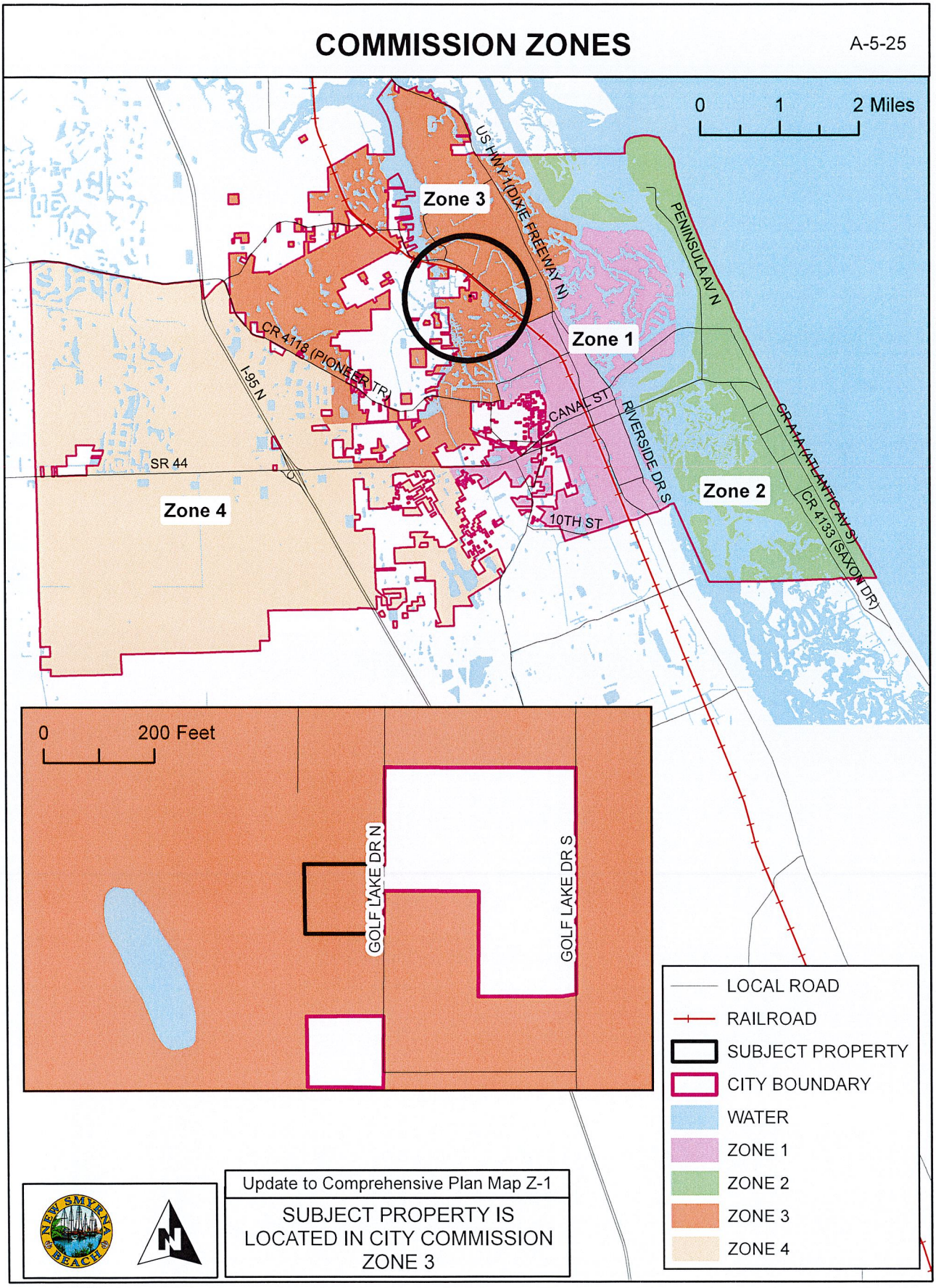
EXHIBIT "A"

# A-5-25: 1198 N. GOLF LAKE DRIVE
# PARCEL: 7312-00-00-0060 LOCATION MAP




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-5-25
0 0.5 1 1.5 2 Miles
1198 N. GOLF LAKE DRIVE
PARCEL: 7312-00-00-0060
EXHIBIT 'B'
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
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-5-25
0
1
2 Miles
Zone 3
Zone 1
Zone 2
Zone 4
US HWY 1(DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR A1A (ATLANTIC AV S)
CR 4133 (SAXON DR)
0
200 Feet
GOLF LAKE DR N
GOLF LAKE 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 3

**THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT**

**ORDINANCE NO. 33-25: CONDUCT A SECOND READING AND PUBLIC HEARING WOULD APPROVE A SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT CHANGING THE FUTURE LAND USE TO CITY RURAL FOR PROPERTY LOCATED AT 1198 N GOLF LAKE DRIVE AS PART OF AN OVERALL ANNEXATION APPLICATION.**

**July 22, 2025**

---

**Background:**

**Applicant and Property Owner:** Richard and Michelle Strong, 1198 N Golf Lake Drive, New Smyrna Beach, Florida 32168

**Request:** Voluntary annexation, *Comprehensive Plan* amendment, and rezoning:

- **From:** Volusia County Future Land Use (FLU) category of Rural.
- **To:** City FLU category of Rural.

**Site Information:**

- **Size:** 0.36 ± acres
- **Location:** West side of N Golf Lake Drive south of Mayport Avenue.

**Tax I.D. Number:** 7312-00-00-0060

**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 N Golf Lake Drive 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 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 N Lake Dive has a 6-inch PVC water service line in the N Golf Lake Drive 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 N Golf Lake Driver Trail 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 May 5, 2025, the planning and Zoning Board voted, 6-0, to give a positive recommendation to the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use category 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 category to City Rural as part of an overall annexation application.

**Fiscal Analysis:**
N/A

**Strategic Plan Item:**
Yes

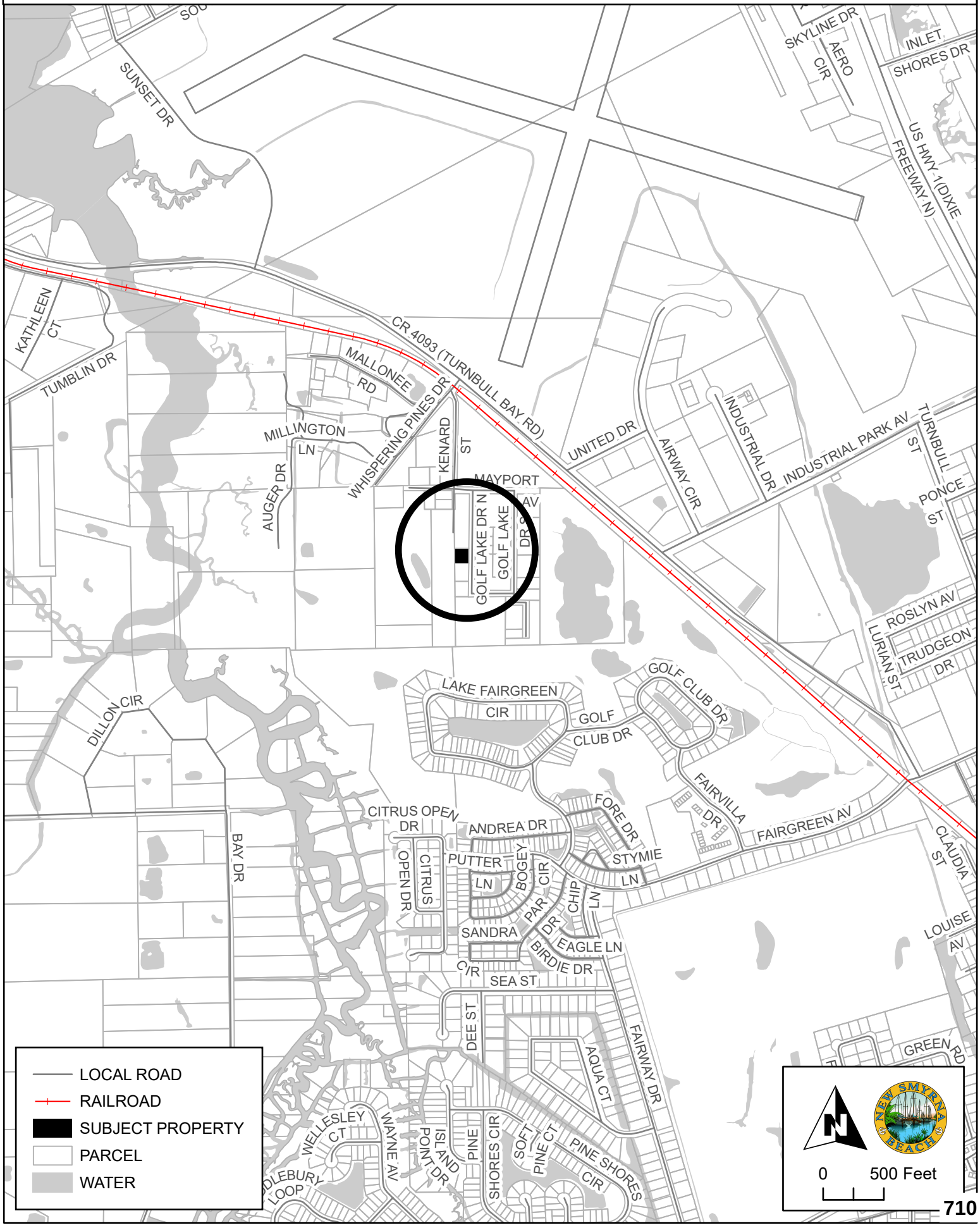
Staff Report Created By: Shane Corbin - Developmental Services Director

**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 N Airport Runway Protection Zones.pdf
Exhibit O Bicycle and Pedestrian Facilities.pdf
Exhibit P Boat Slip Siting.pdf

Exhibit Q City Parks.pdf
Exhibit R Coastal High Hazard Areas.pdf
Exhibit S Evacuation Routes.pdf
Exhibit T Existing Traffic Lanes - 2009.pdf
Exhibit U Number of Traffic Lanes - 2025.pdf
Exhibit V Existing Level of Service - 2009.pdf
Exhibit W Level of Service - 2025.pdf
Exhibit X Flood Prone Areas.pdf
Exhibit Y Neighborhood Map.pdf
Exhibit Z Public Transit Routes.pdf
Exhibit AA Commission Zones Map.pdf
Exhibit BB Interlocal Service Boundary Agreement Map.pdf
Exhibit CC Legal Description.pdf
Exhibit DD Warranty Deed.pdf
Business Impact Estimate - Ord 33-25 1198 N Golf Lake Dr.pdf
Ord 33-25 Small Scale 1198 N Golf Lake Dr.pdf

# A-5-25: 1198 N. GOLF LAKE DRIVE
# PARCEL: 7312-00-00-0060 LOCATION MAP

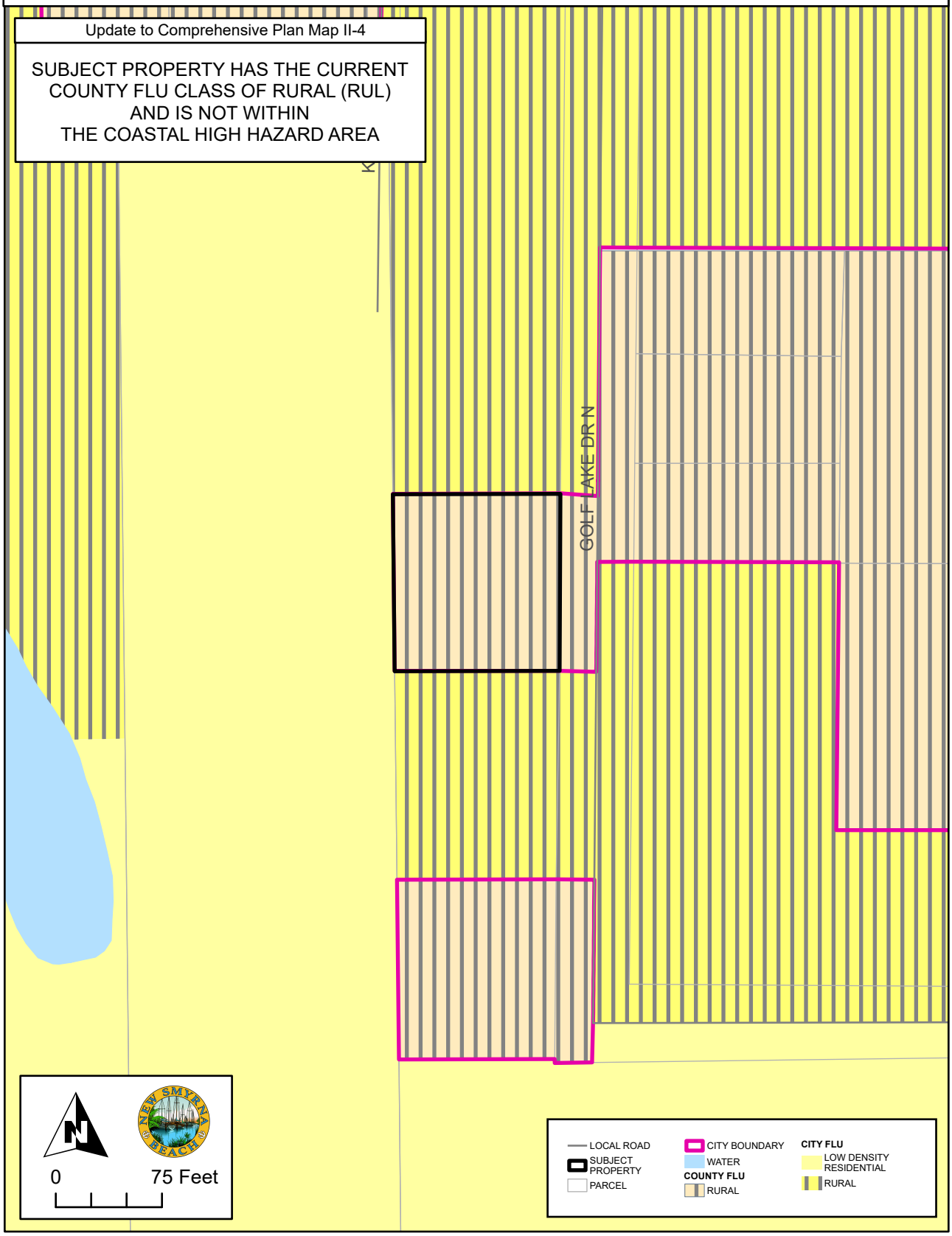


# A-5-25: 1198 N. GOLF LAKE DRIVE
# PARCEL: 7312-00-00-0060 AERIAL MAP



# EXISTING FUTURE LAND USE DESIGNATIONS

A-5-25



## 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

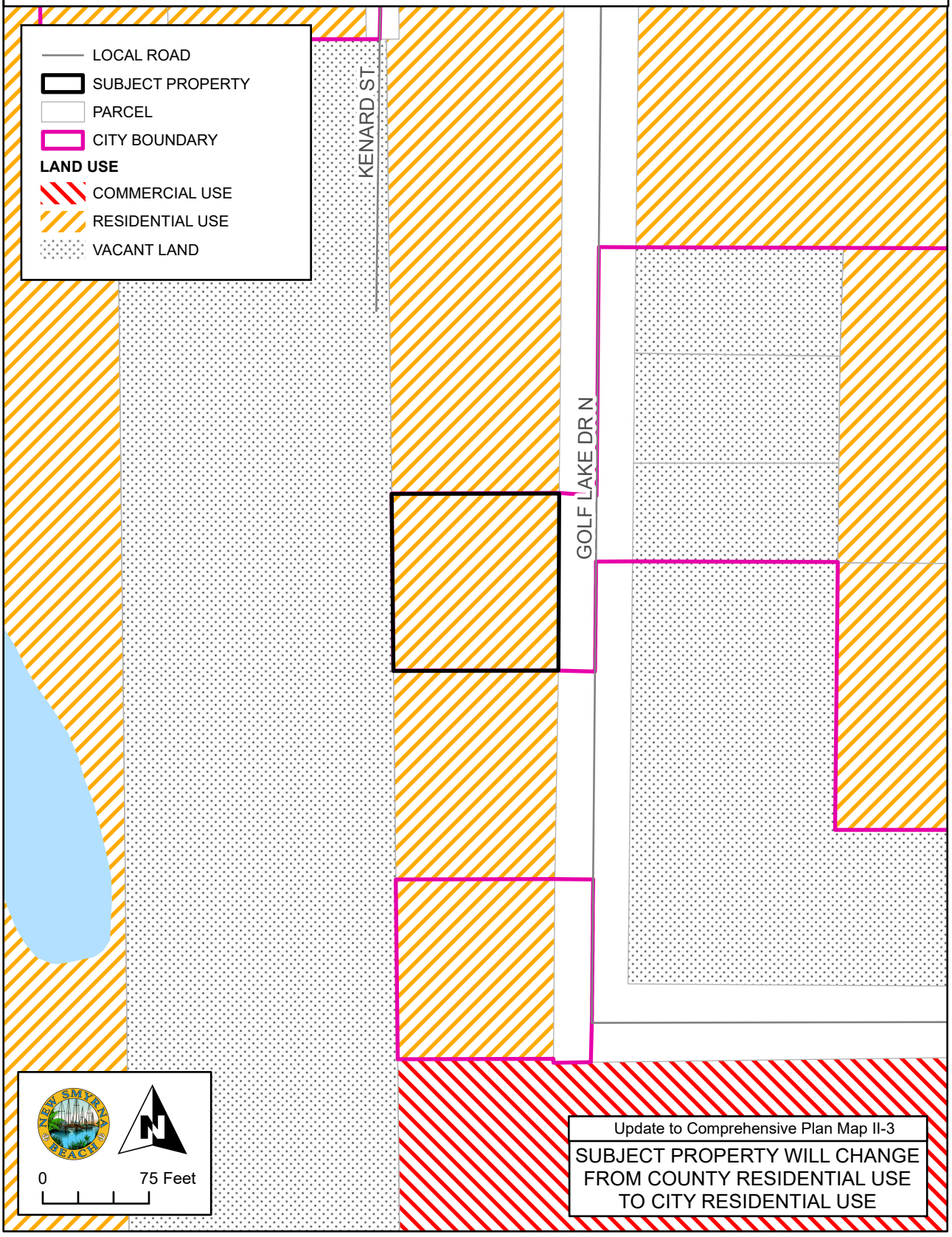
(b) Rural Recreation - Limited areas of intense use located in remote rural areas along the St. Johns River. These areas are used for launching and/or storing boats with areas available for camping (RV sites are included). These areas may also contain single and multi-family dwelling units, hotels, bait 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-5-25



## 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.

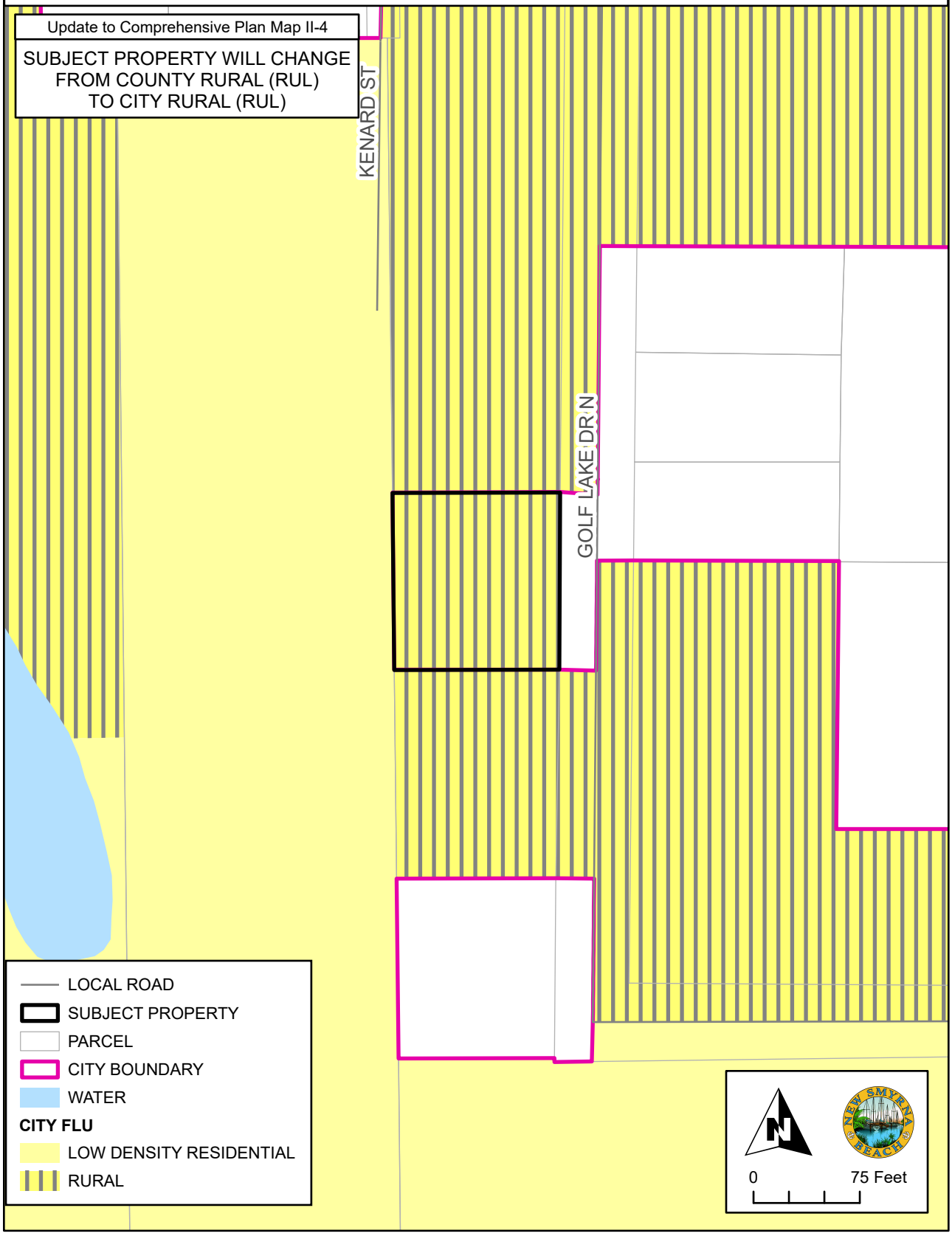
The Rural FLU designation may allow smaller lot sizes in clusters to protect environmentally sensitive land and upland buffers but shall not allow increase in density. Smaller cluster lots shall be allowed provided the clusters have large perimeter buffers to give the appearance of rural land from adjacent 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.

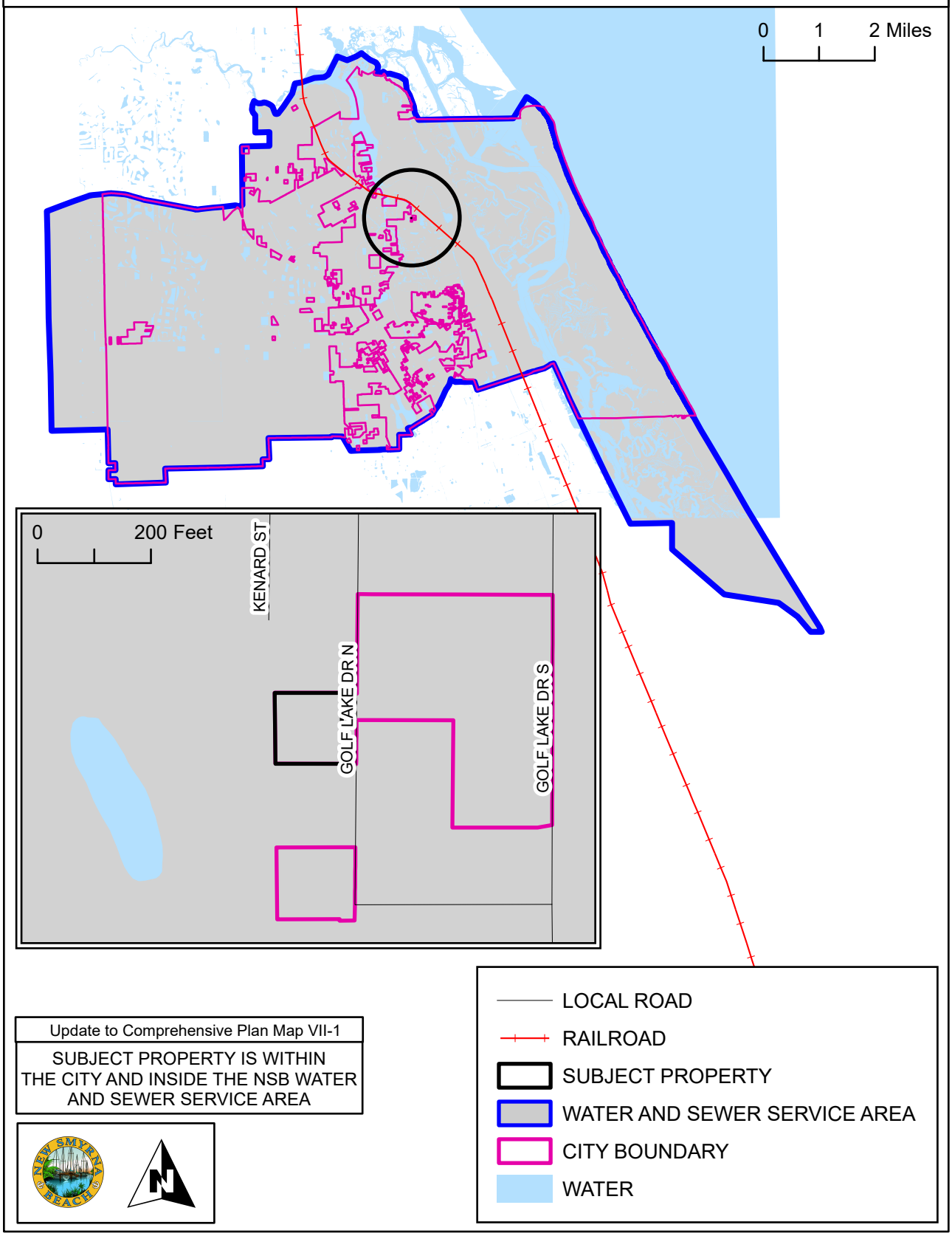
# PROPOSED FUTURE LAND USE DESIGNATIONS

A-5-25



# WATER AND SEWER SERVICE AREA

A-5-25

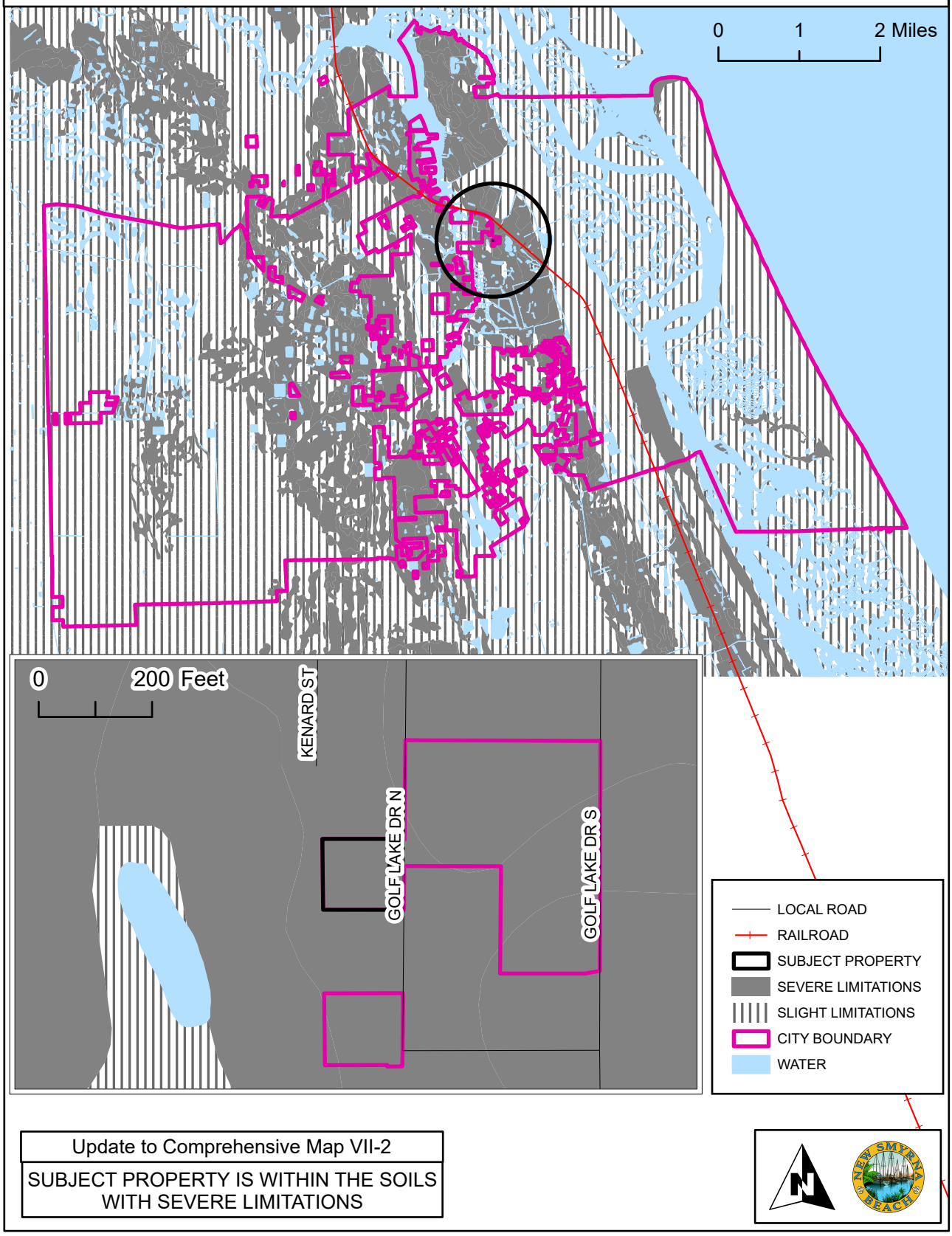



Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

# SOIL LIMITATION FOR SEPTIC SYSTEMS

A-5-25

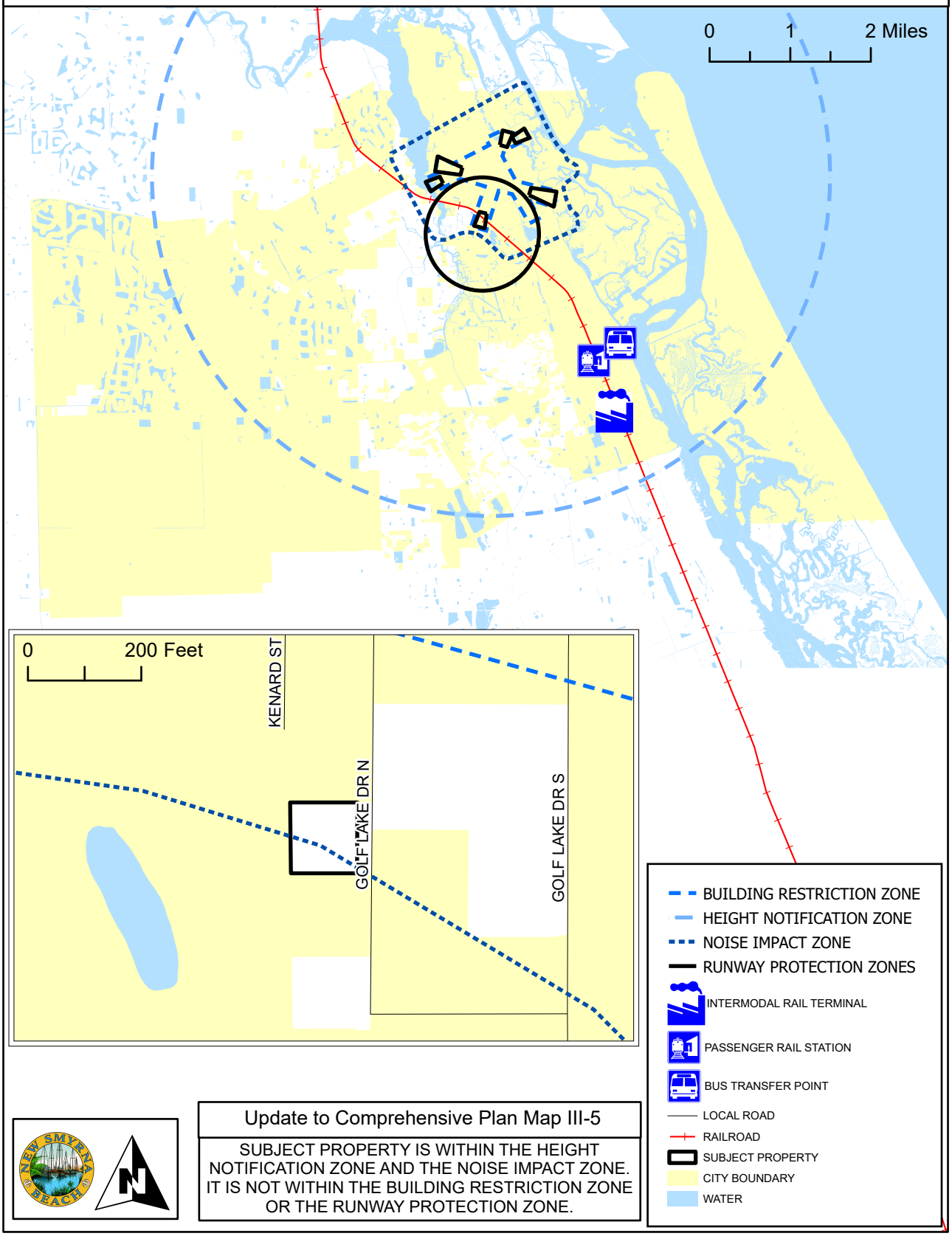



Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

# AIRPORT RUNWAY PROTECTION ZONES

A-5-25

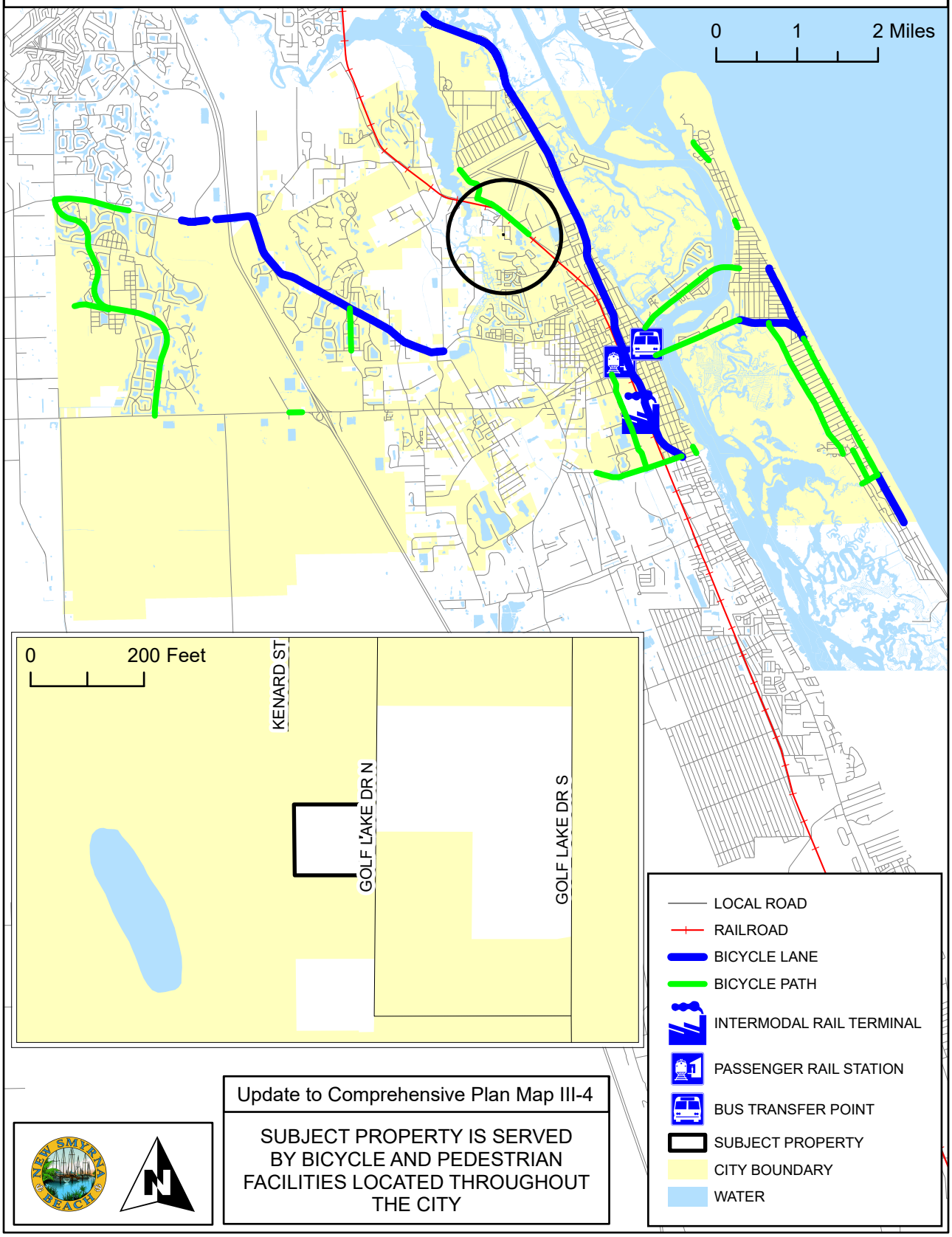



Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE AND THE NOISE IMPACT ZONE. IT IS NOT WITHIN THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

# BICYCLE AND PEDESTRIAN FACILITIES

A-5-25

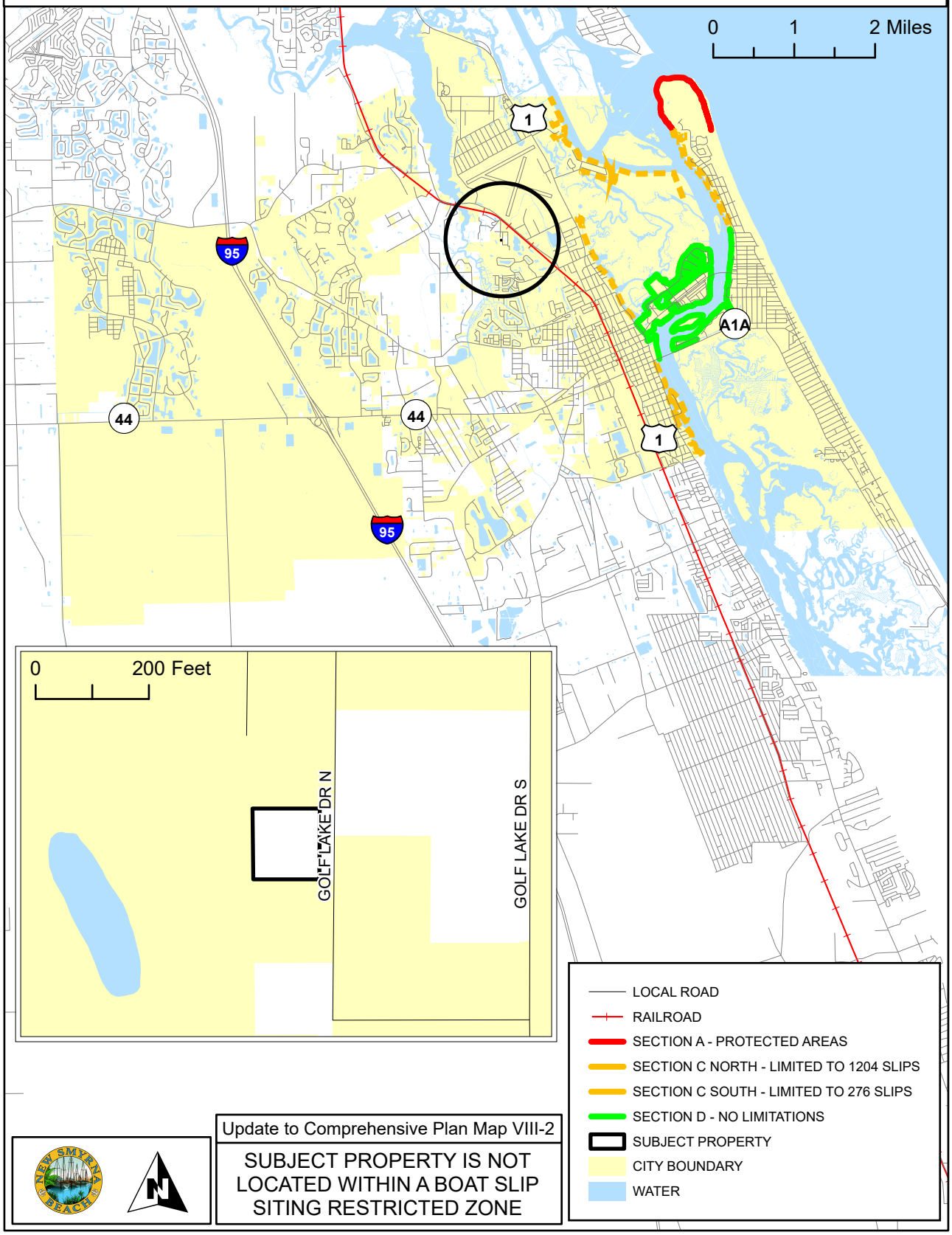



Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

# BOAT SLIP SITING

A-5-25

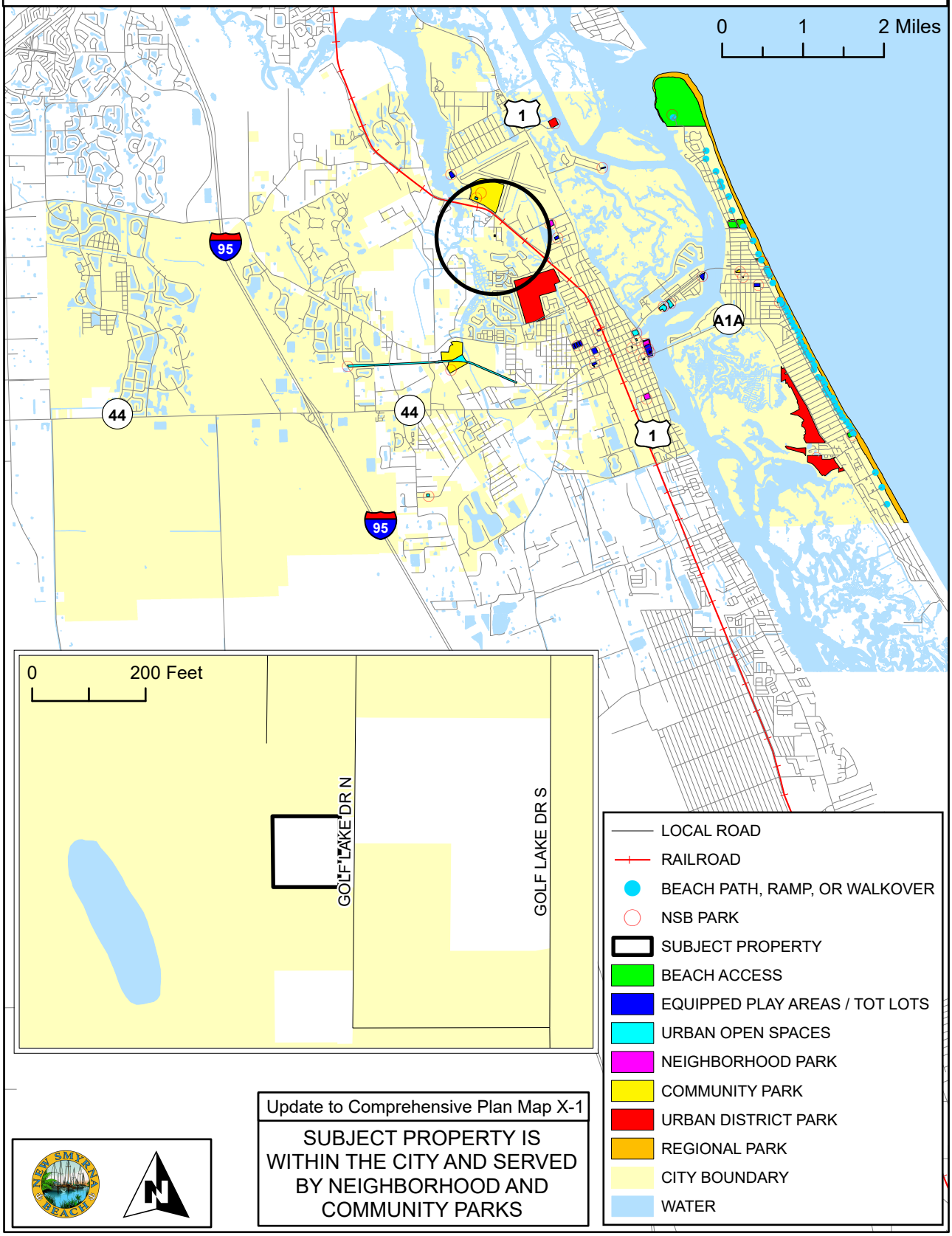



Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

# CITY PARKS

A-5-25

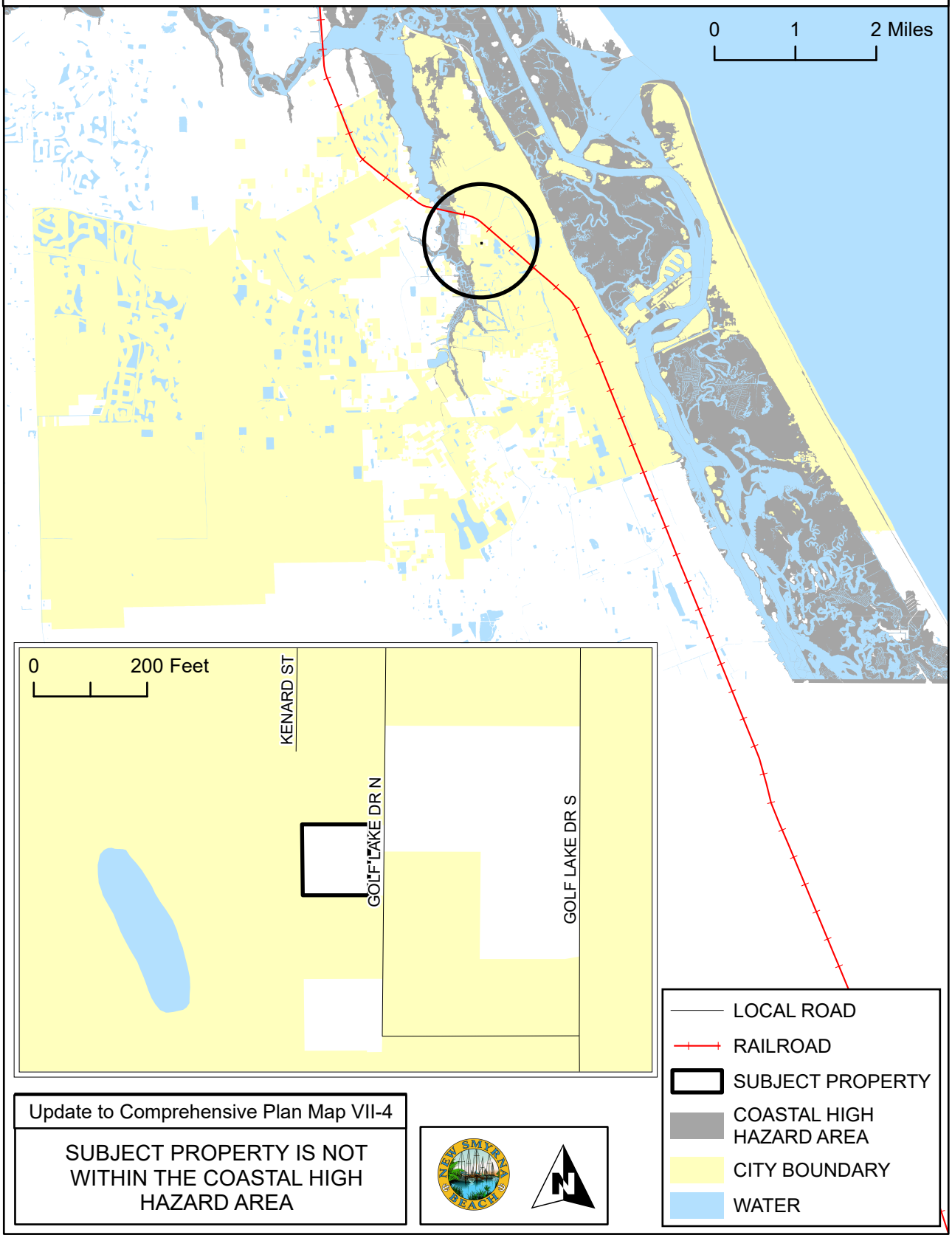



Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

# COASTAL HIGH HAZARD AREAS

A-5-25

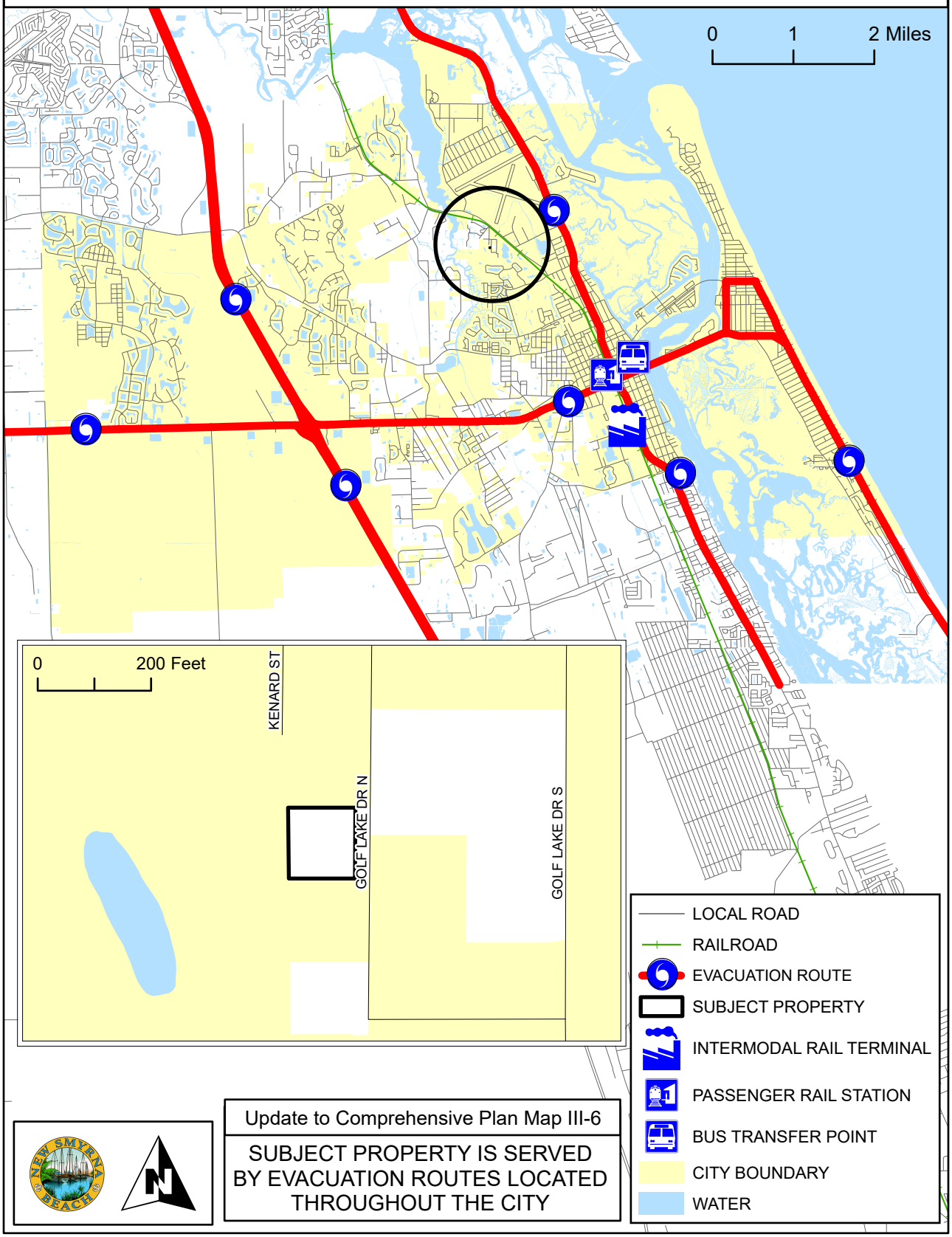



Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

# EVACUATION ROUTES

A-5-25

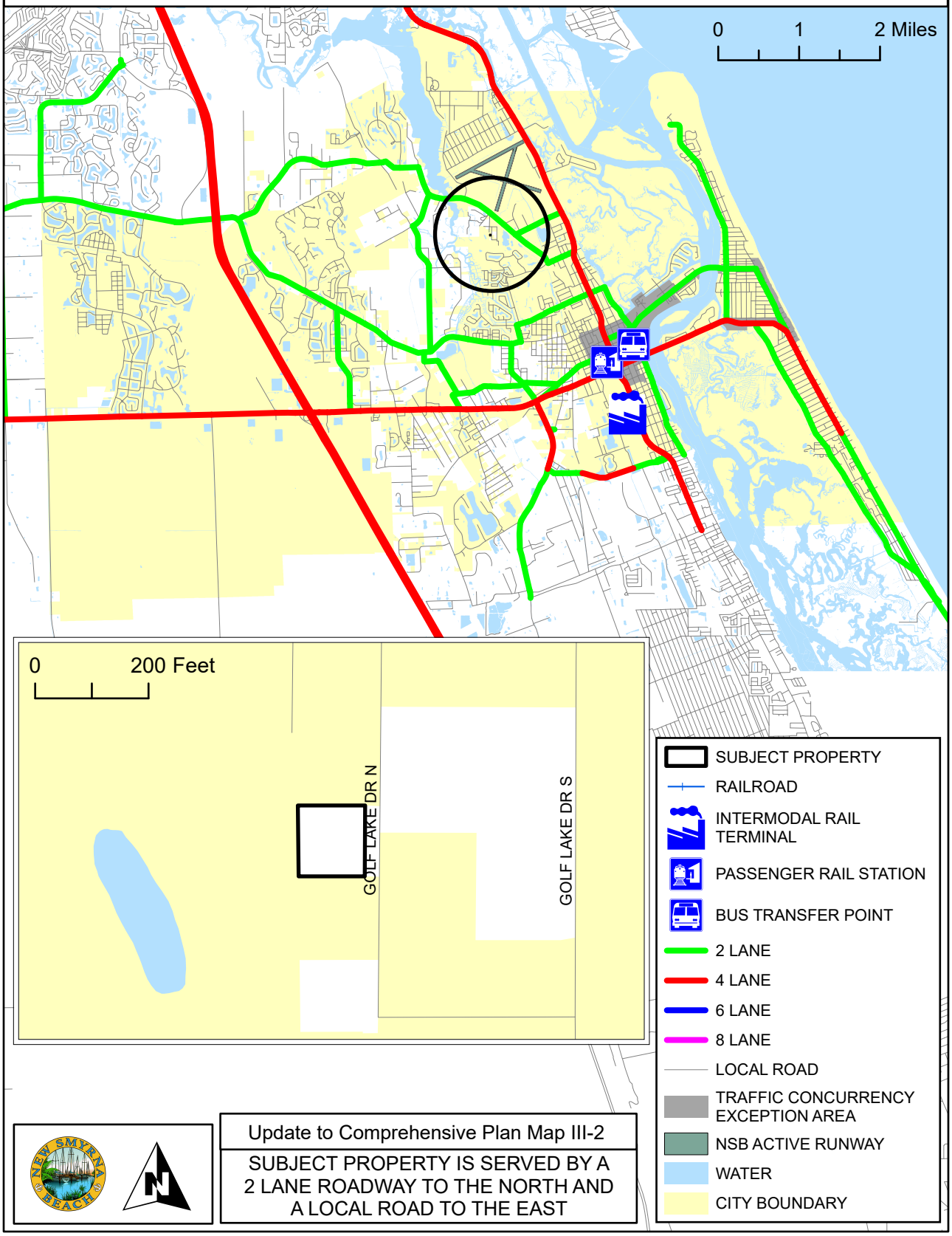



Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

# EXISTING TRAFFIC LANES - 2009

A-5-25

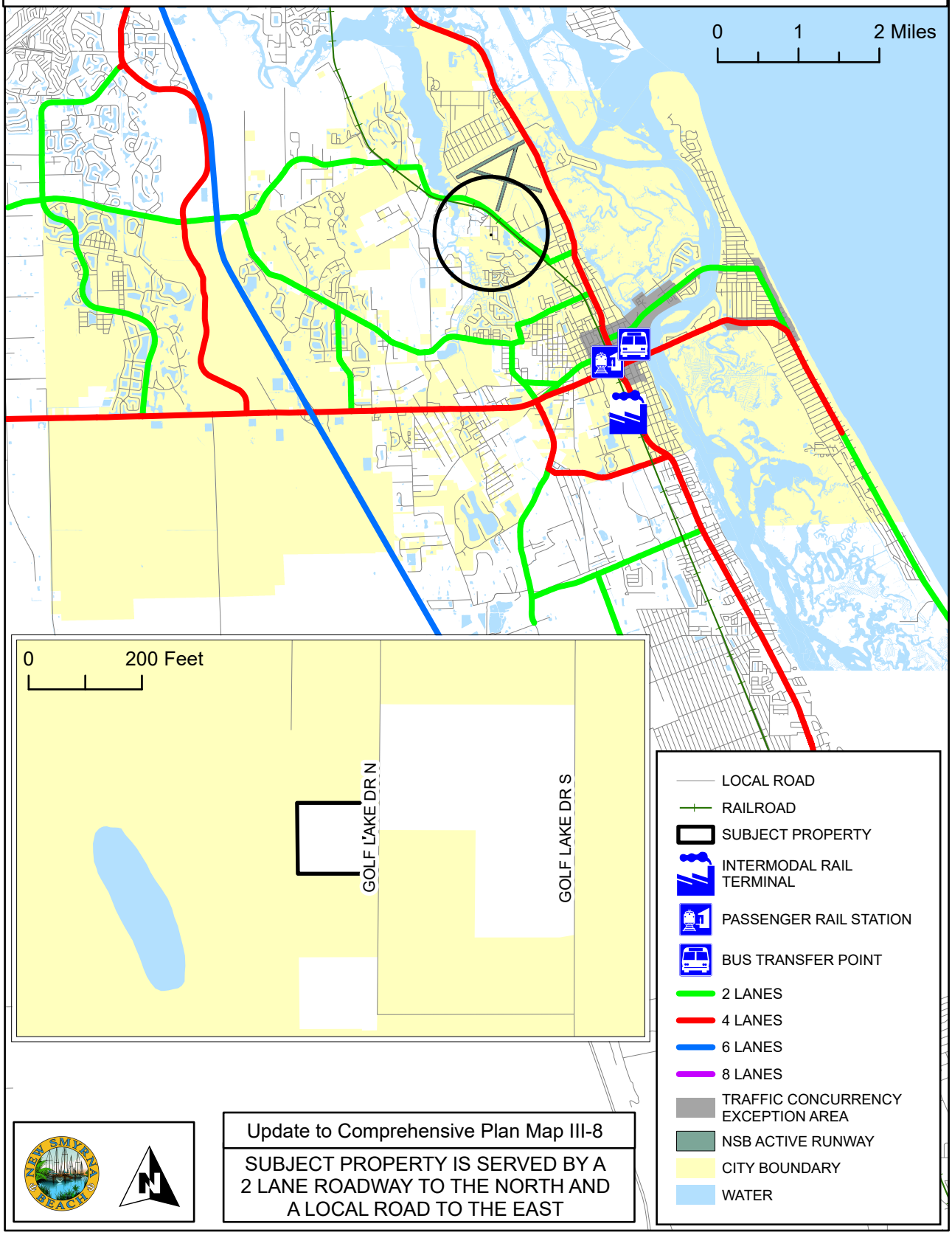



Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

# NUMBER OF TRAFFIC LANES - 2025

A-5-25

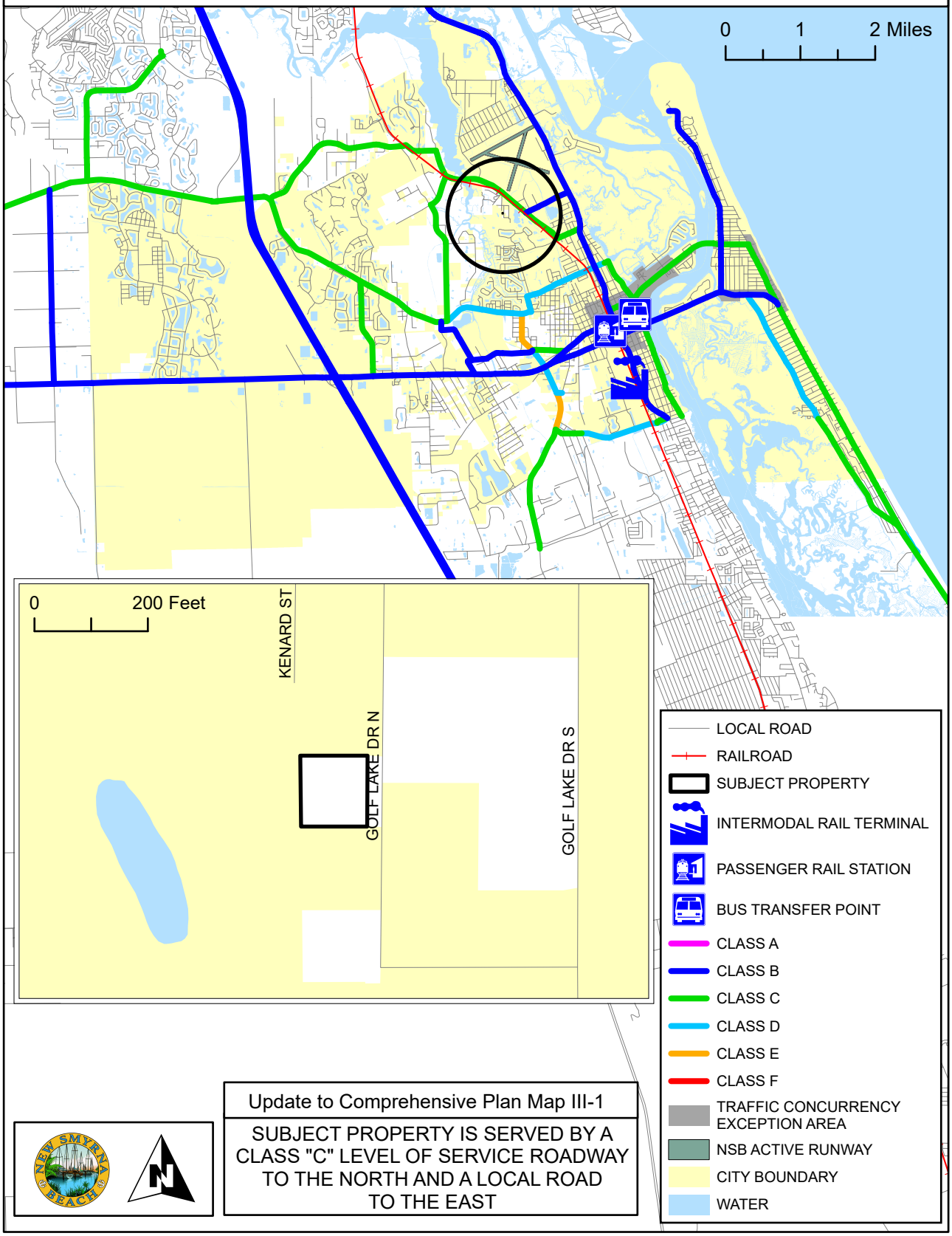



Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

# EXISTING LEVEL OF SERVICE - 2009

A-5-25

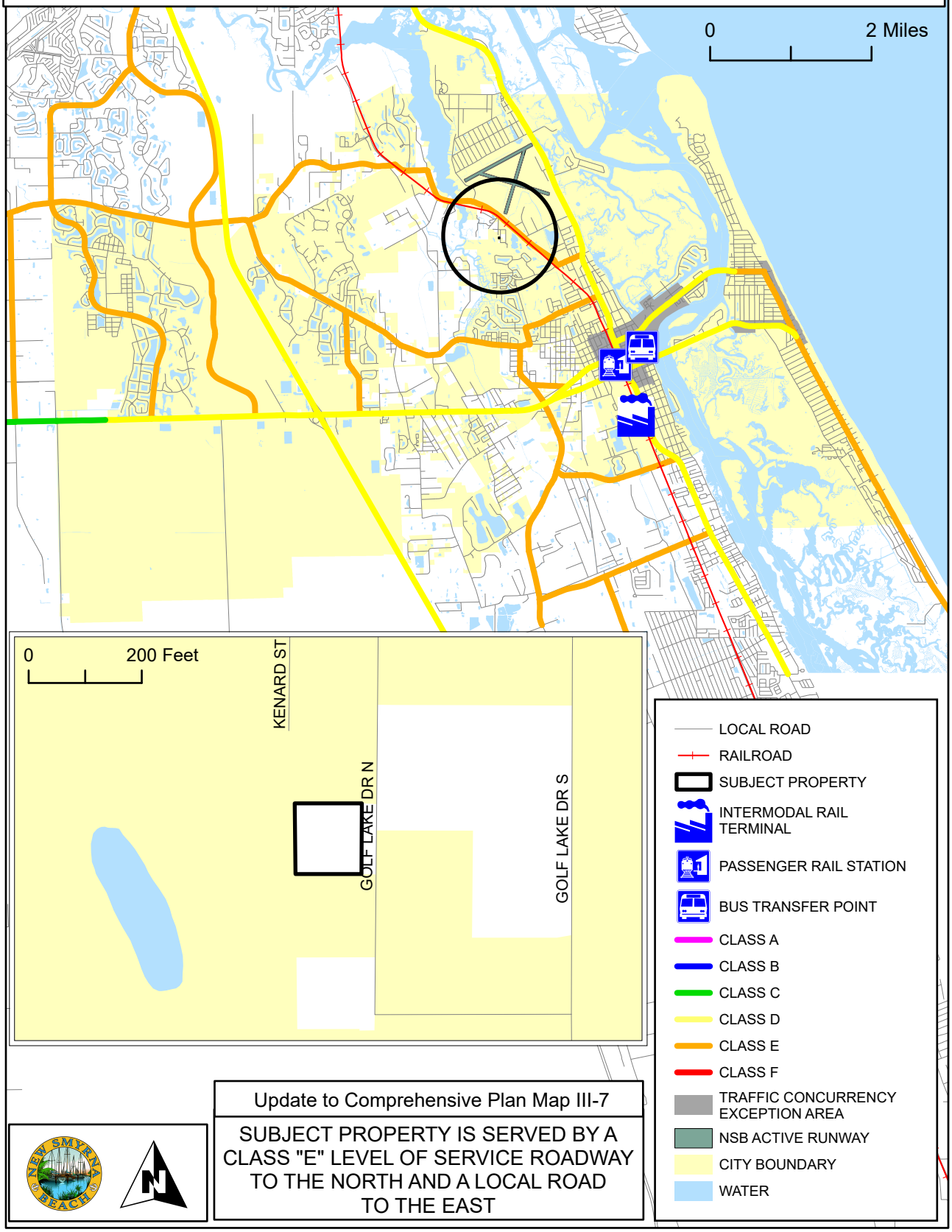



Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "C" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

# LEVEL OF SERVICE - 2025

A-5-25

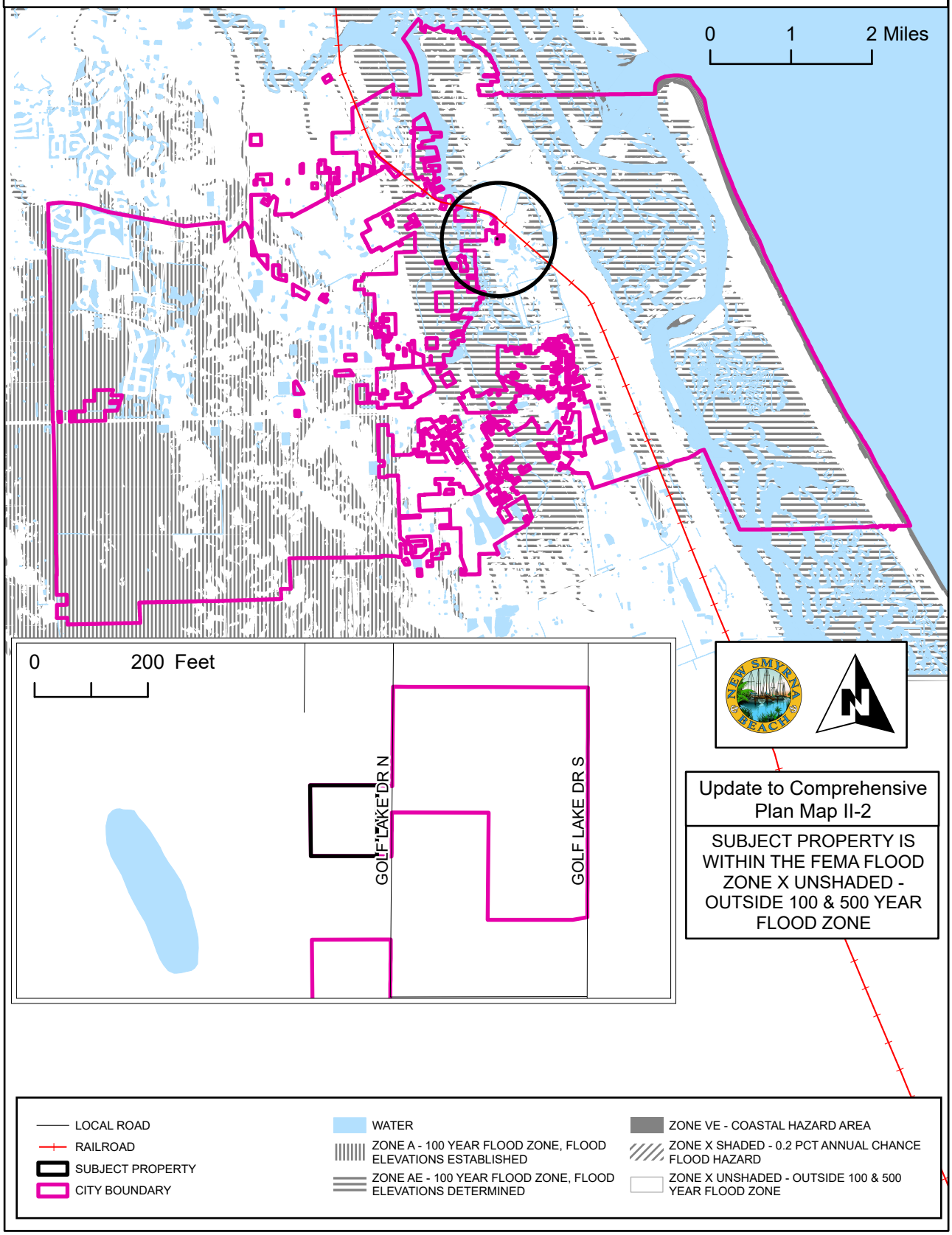



Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

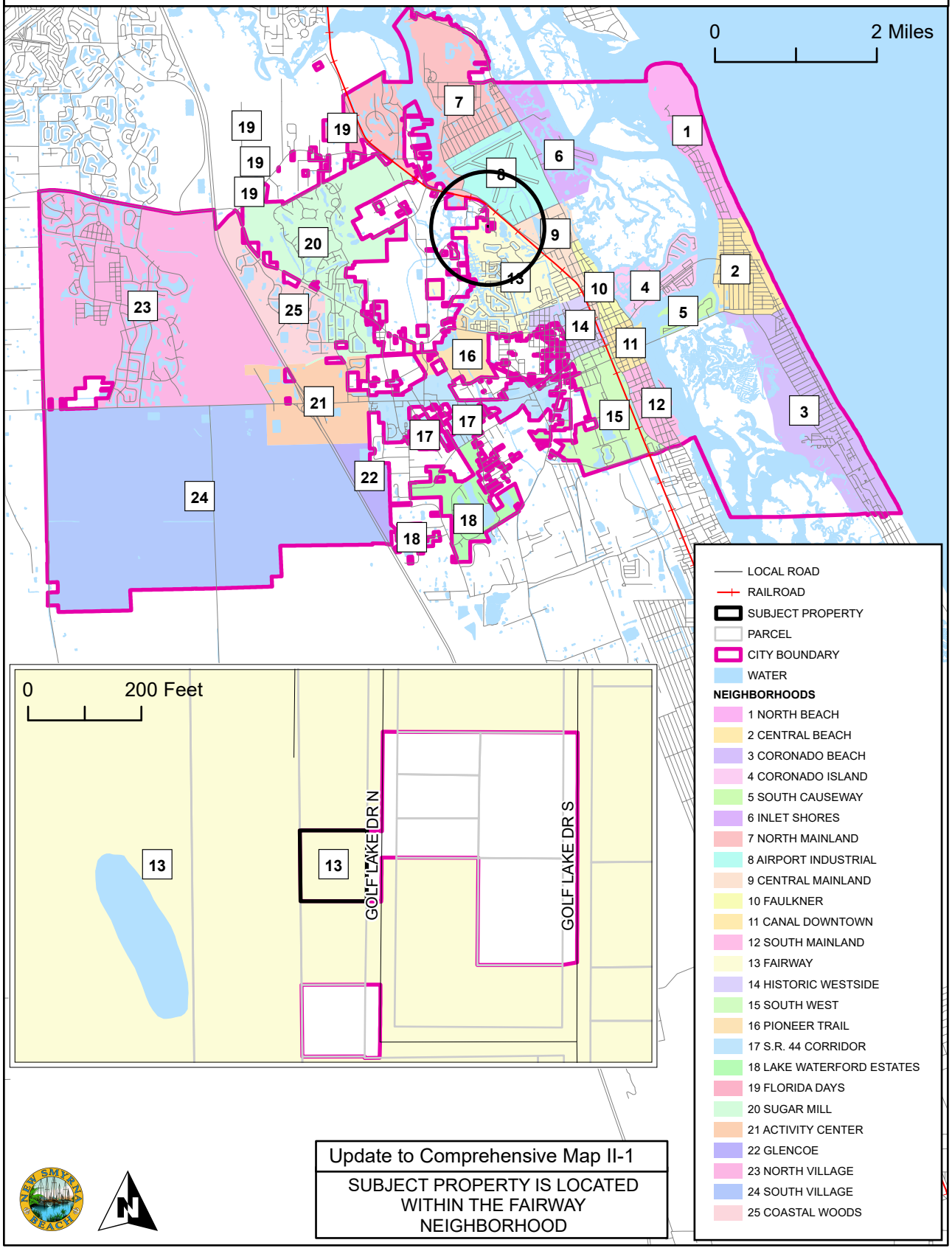
# FLOOD PRONE AREAS

A-5-25



# NEIGHBORHOODS

A-5-25

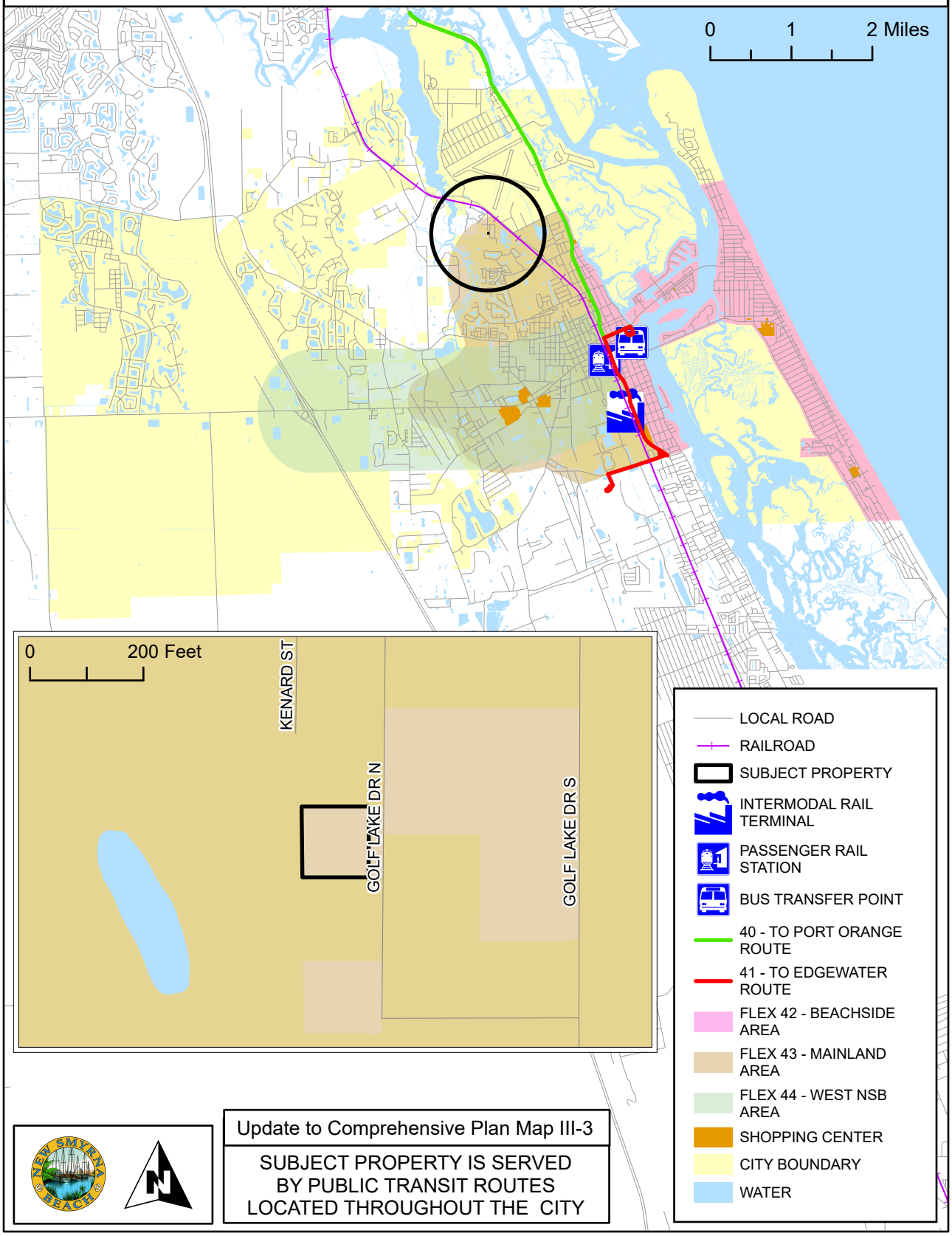



Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE FAIRWAY NEIGHBORHOOD

# PUBLIC TRANSIT ROUTES

A-5-25

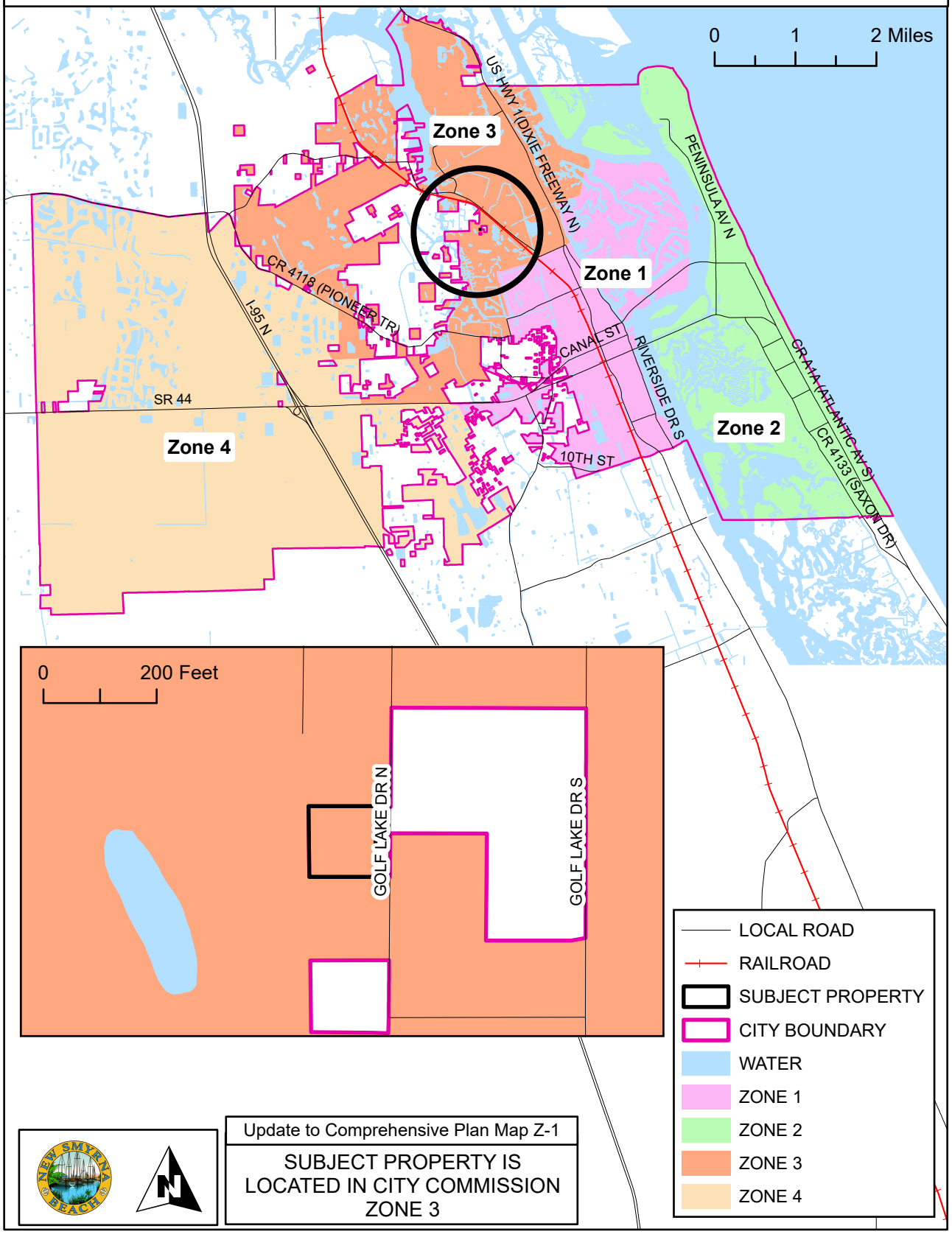



Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

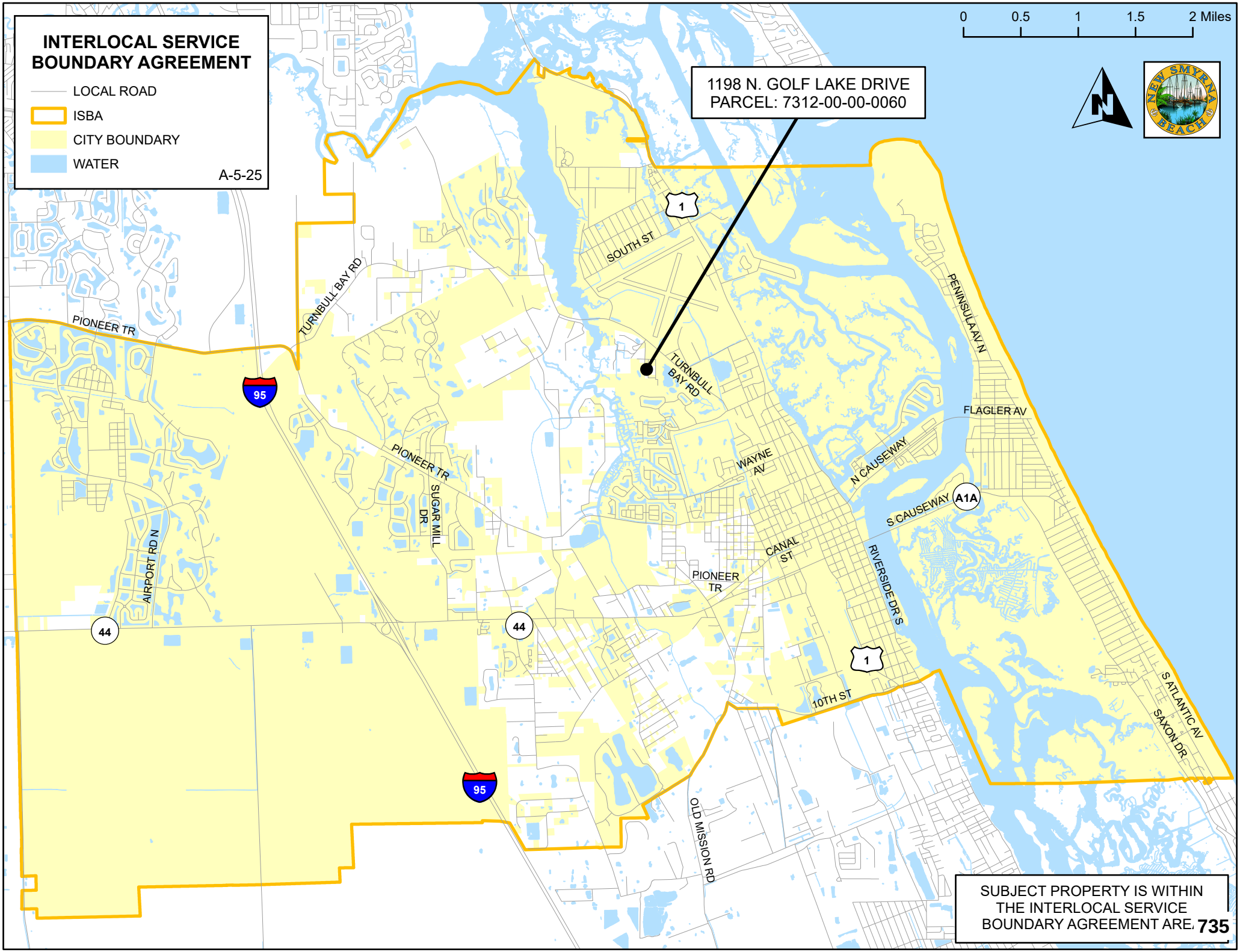
# COMMISSION ZONES

A-5-25




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-5-25
0 0.5 1 1.5 2 Miles
1198 N. GOLF LAKE DRIVE
PARCEL: 7312-00-00-0060
NEW SMYRNA BEACH
SOUTH ST
TURNBULL BAY RD
PIONEER TR
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
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
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE. 735

**LEGAL DESCRIPTION**

Address:
1198 N Golf Lake Drive, New Smyrna Beach, Florida 32168

Parcel Number
7312-00-00-0060

AltKey Number:
3699734

Metes and Bounds by Anthony Pinizzotto, P.A.

The North 125 feet of the South 820 feet of the West 125 feet of the Southwest ¼ of the Northeast ¼, Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

3/19/2020 11:35:22 AM Instrument #2020057834 #1 Book:7831 Page:830 Laura E. Roth, Volusia County Clerk of Court
Doc Stamps $2,219.00 Transfer Amt $317,000.00

Prepared by and return to:
Anthony Pinizzotto
Anthony Pinizzotto, P.A.
415 Dunlawton Avenue, Suite 106
Port Orange, FL 32127
(386) 585-8027
File Number: 200202

[Space Above This Line For Recording Data]

# Warranty Deed

**This Warranty Deed** made this 18th day of March, 2020 between **Julie C. Christi** and **Robert Phelan**, wife and husband whose post office address is 2046 Old Daytona Road, Port Orange, FL 32128, grantors, and **Richard Strong** and **Michelle Strong**, husband and wife whose post office address is 11215 Woodside Drive, Demotte, IN 46310-7813, 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 grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantees, and grantees' heirs and assigns forever, the following described land, situate, lying and being in **Volusia County**, **Florida** to-wit:

**The North 125 feet of the South 820 feet of the West 125 feet of the Southwest 1/4 of the Northeast 1/4, Section 12, Township 17 South, Range 33 East, Volusia County, Florida.**

**Parcel Identification Number: 731200000060**

**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 grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land; that the grantors 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 **12/31/2019**.

**In Witness Whereof**, grantors have hereunto set grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1
Printed Name: Anthony P[redacted]

Witness #2
Printed Name: SANDY WEILAND

Witness #1
Printed Name: Anthony Pinizzotto

Witness #2
Printed Name: SANDY WEILAND

**Julie C. Christi**

**Robert Phelan**

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 March, 2020 by **Julie C. Christi** and **Robert Phelan** who [ ] are personally known or [x] have produced driver licenses as identification.

[Seal]

ANTHONY PINIZZOTTO
MY COMMISSION # FF972509
EXPIRES: March 22, 2020

Anthony Pinizzotto, Notary Public
My Commission Expires: March 22, 2020

# 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 33-25 Small Scale 1198 N Golf Lake Dr. |

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. 33-25

**AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 0.4± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF NORTH GOLF LAKE DRIVE, SOUTH OF MAYPORT AVENUE, ADDRESSED AS 1198 NORTH GOLF LAKE DRIVE, 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,*** Richard and Michelle Strong, 1198 North Golf Lake Drive, New Smyrna Beach, Florida 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 0.4± acres of property generally located on the west side of North Golf Lake Drive, south of Mayport Avenue, addressed as 1198 North Golf Lake Drive, from Volusia County *Rural* to City *Rural*; to amend City Neighborhood Map II-1 to show the subject property is located within the Fairway 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 north and a local road to the east; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 2-lane roadway to the north and a local road 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 north 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 north and a 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 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 May 5, 2025, and by a vote of 6-0 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 Fairway 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 north and a local road to the 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 north and a local road 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 north and a 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 north and a 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 severe 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 July 22, 2025, at 6:30 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.

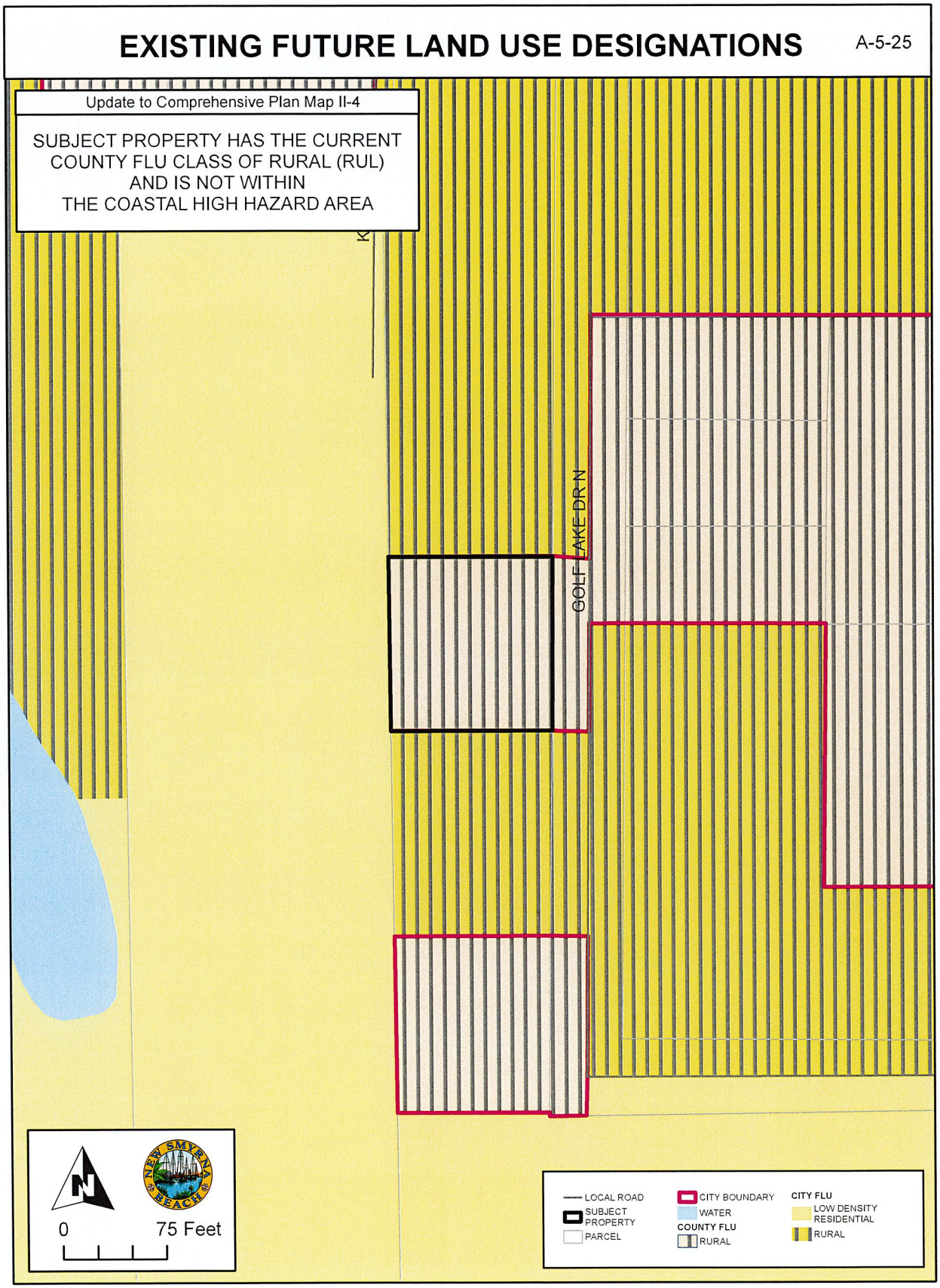
**APPROVED AS TO FORM AND CORRECTNESS:**

Carrie Avallone

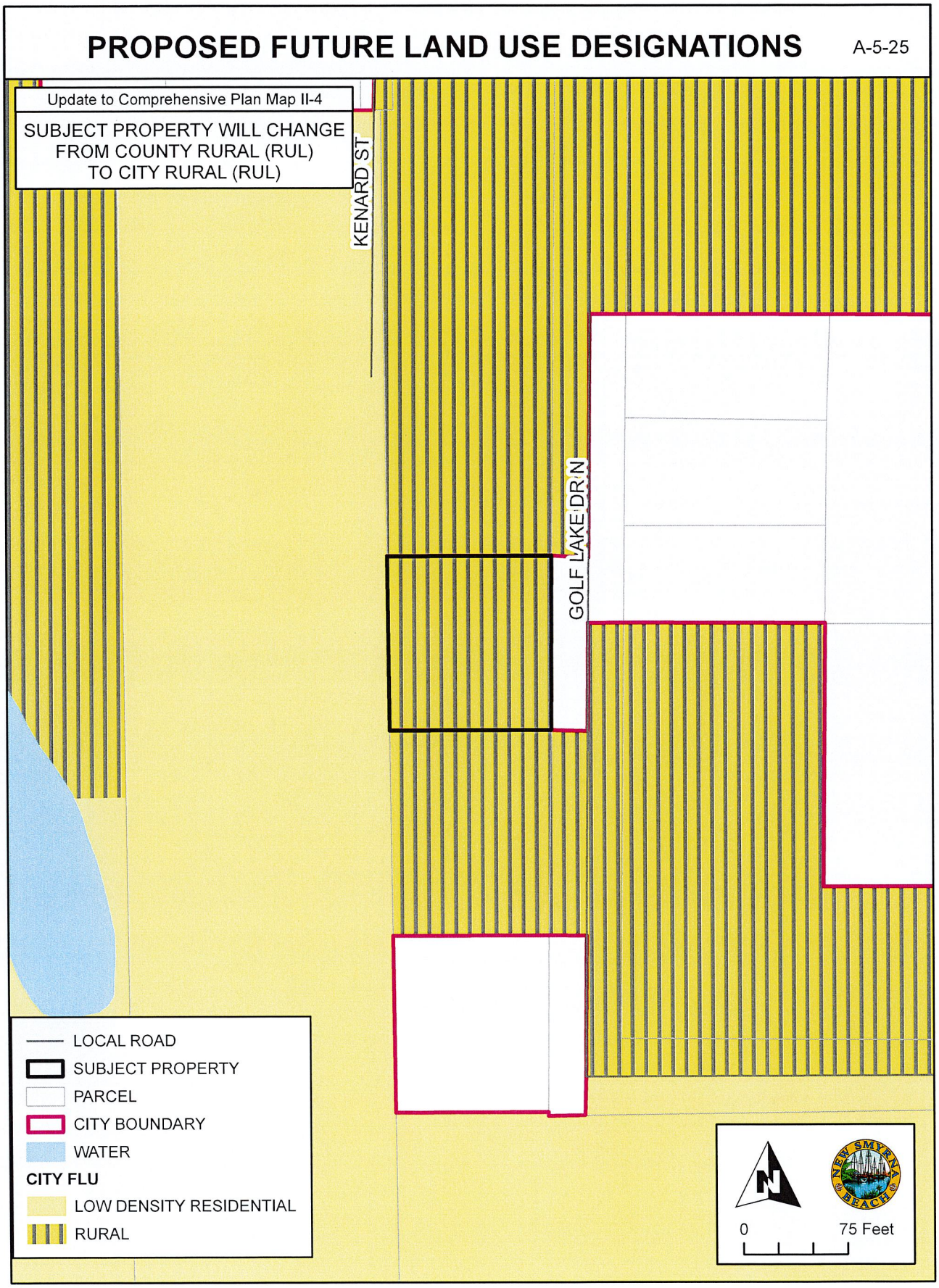
**CARRIE AVALLONE**
**City Attorney**

**DATE:** 5/19/2025

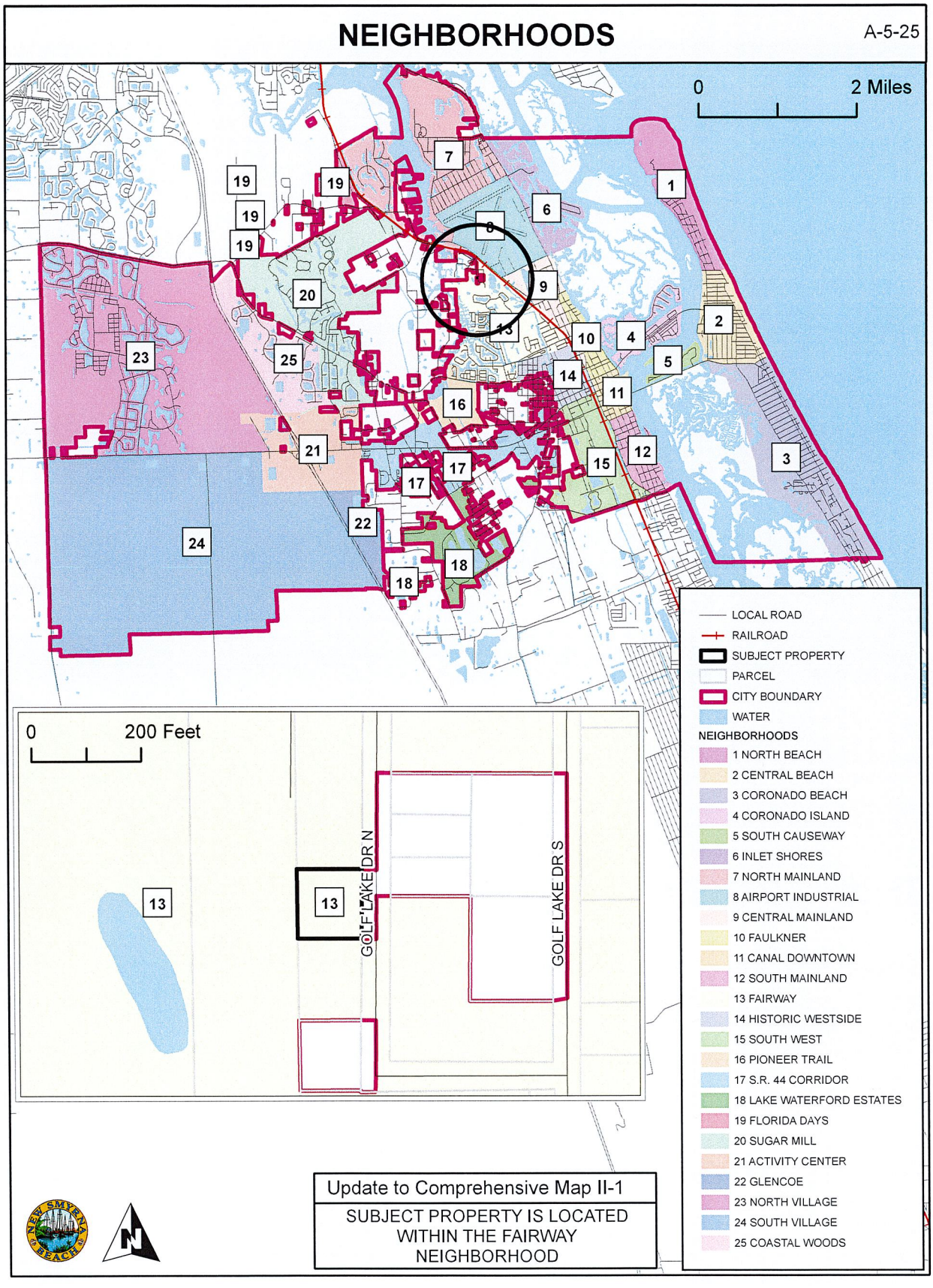
# EXHIBIT "A"


EXISTING FUTURE LAND USE DESIGNATIONS
A-5-25
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
GOLF LAKE DR N
0
75 Feet
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
COUNTY FLU
RURAL
CITY FLU
LOW DENSITY RESIDENTIAL
RURAL

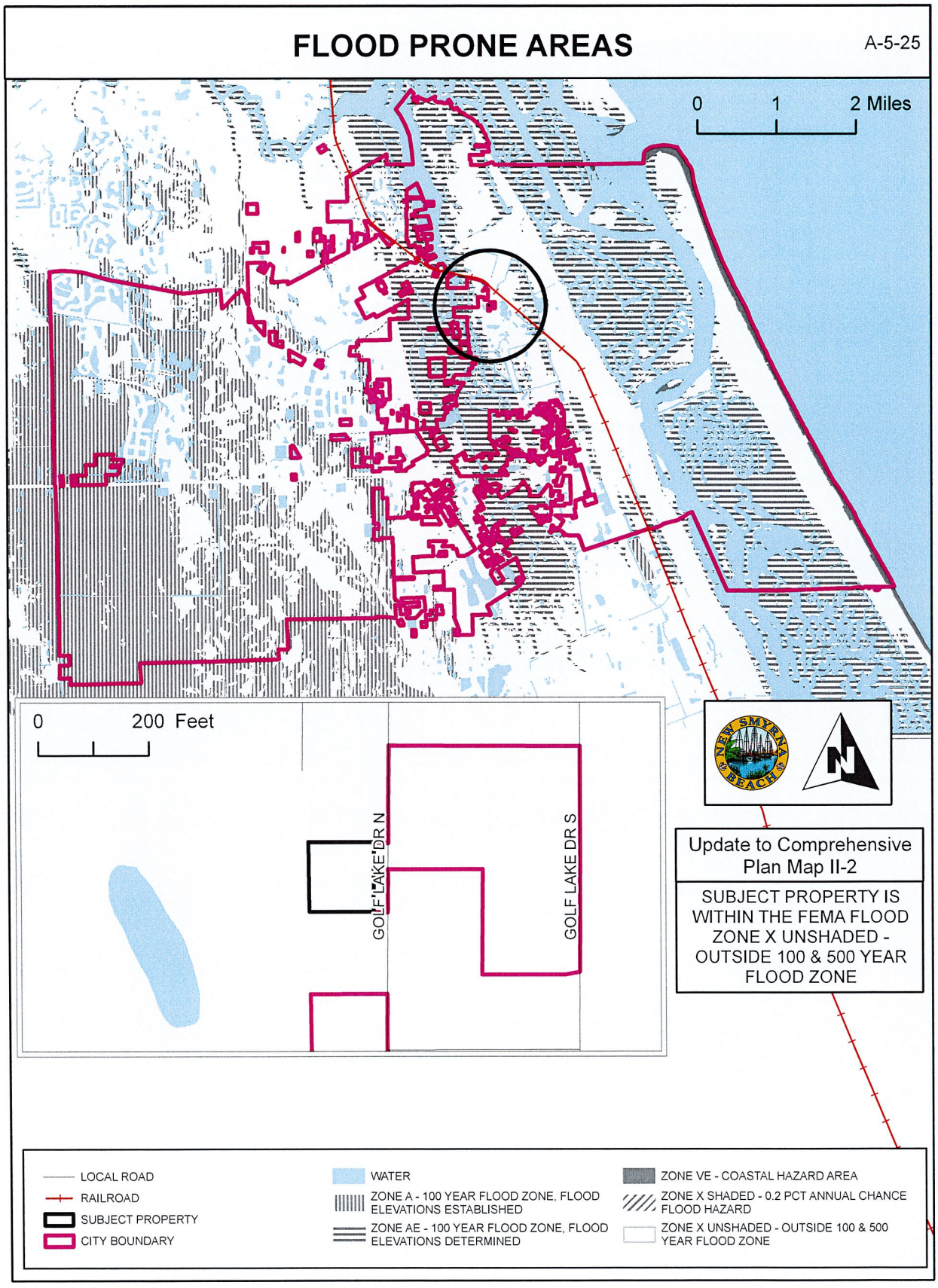
# EXHIBIT "A"


PROPOSED FUTURE LAND USE DESIGNATIONS
A-5-25
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM COUNTY RURAL (RUL) TO CITY RURAL (RUL)
KENARD ST
GOLF LAKE DR N
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
CITY FLU
LOW DENSITY RESIDENTIAL
RURAL
N
NEW SMYRNA BEACH
0
75 Feet

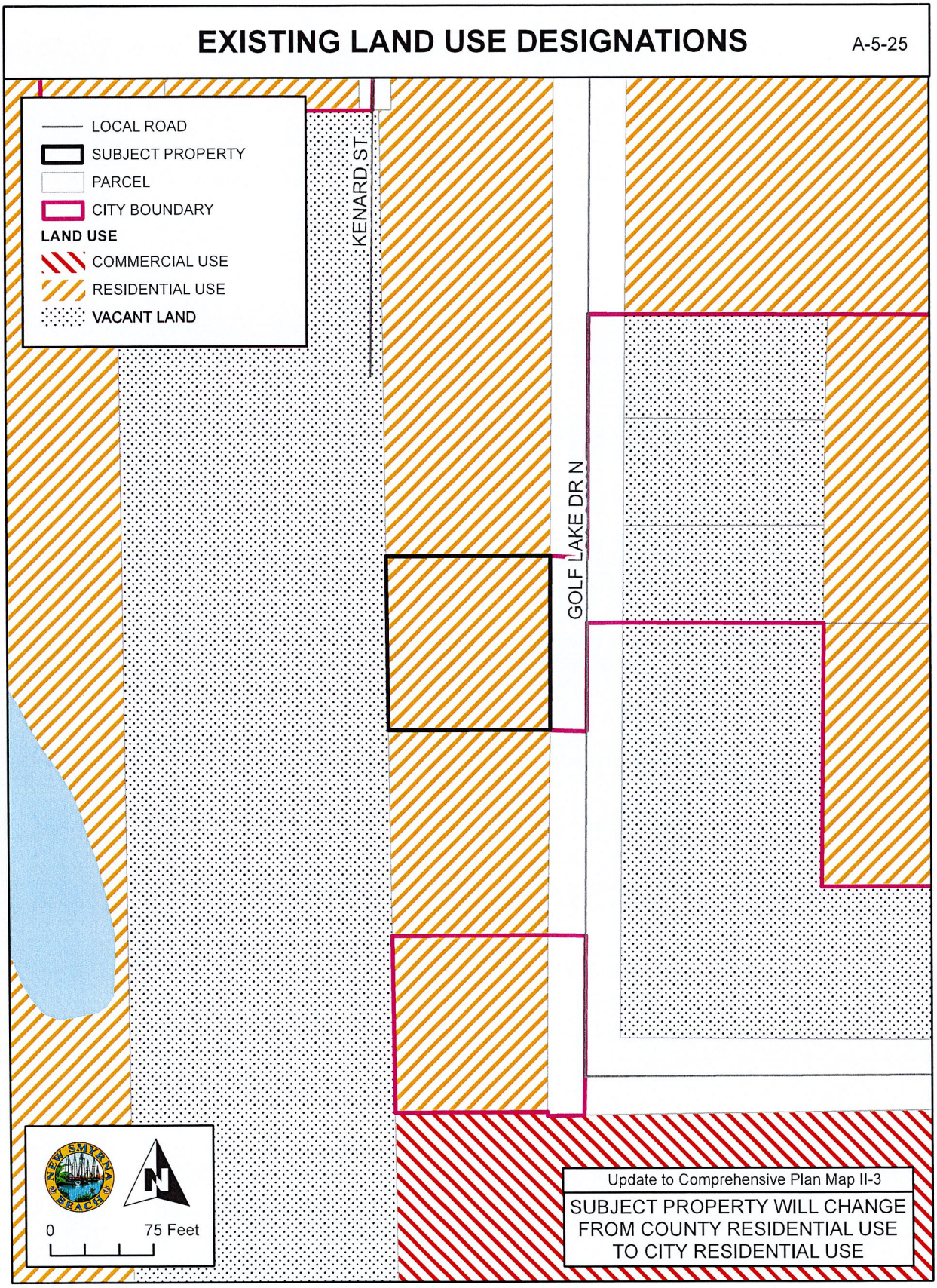
# EXHIBIT "B"


NEIGHBORHOODS
A-5-25
0
2 Miles
0
200 Feet
GOLF LAKE DR N
GOLF LAKE 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 FAIRWAY NEIGHBORHOOD

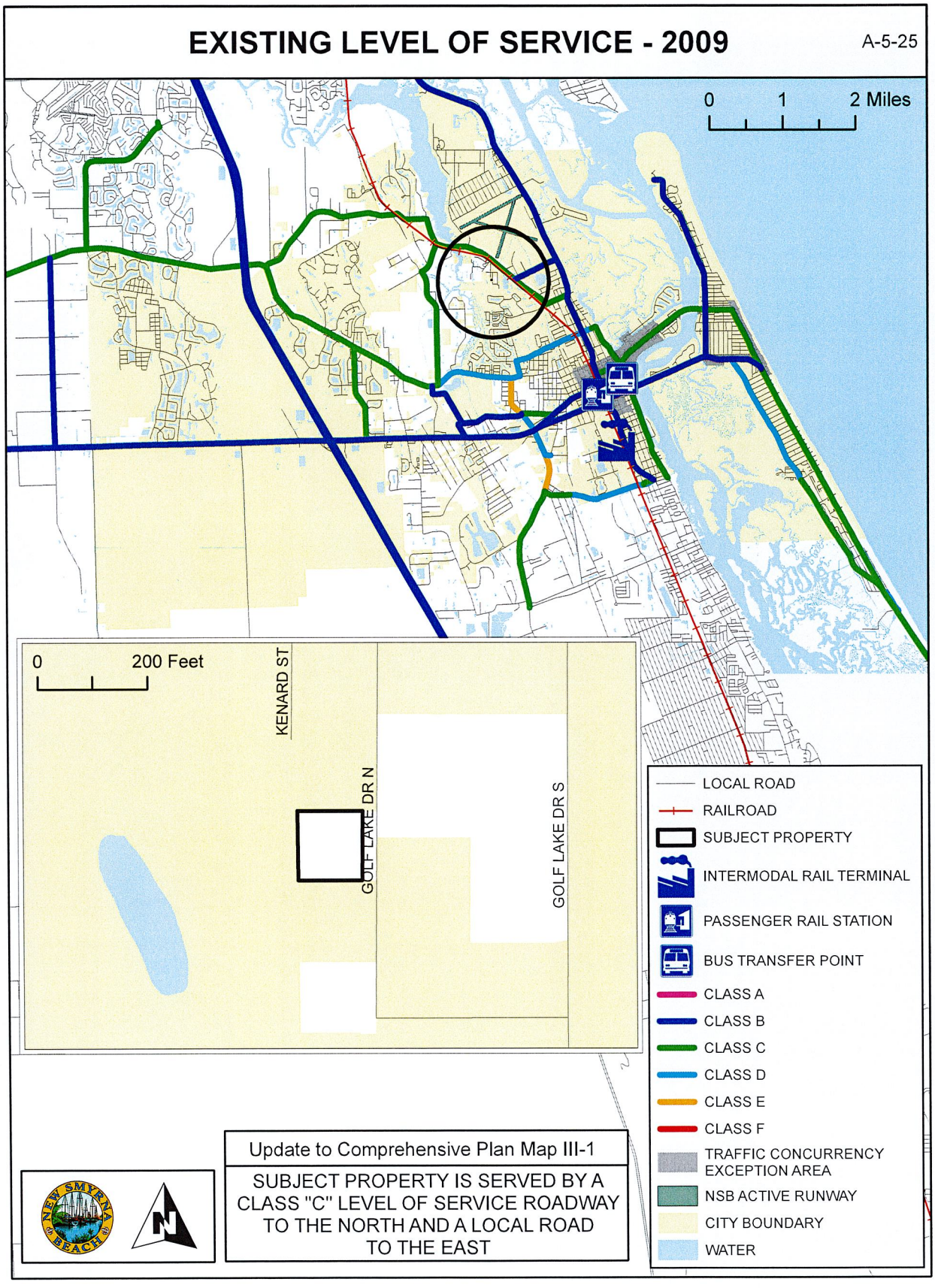
# EXHIBIT "C"


FLOOD PRONE AREAS
A-5-25
0 1 2 Miles
0 200 Feet
GOLF LAKE DR N
GOLF LAKE DR S
NEW SMYRNA BEACH
N
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

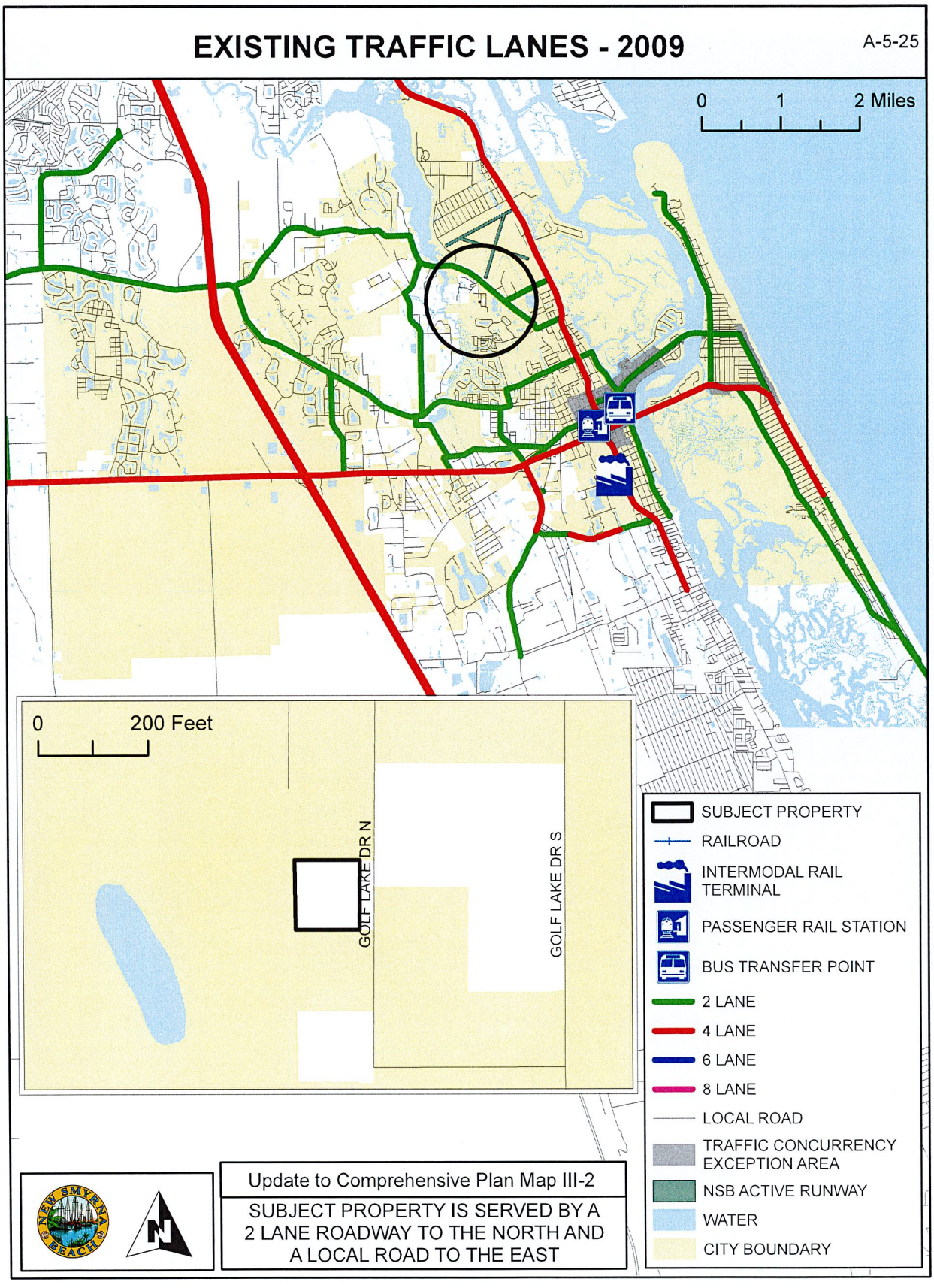
# EXHIBIT "D"


EXISTING LAND USE DESIGNATIONS
A-5-25
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
LAND USE
COMMERCIAL USE
RESIDENTIAL USE
VACANT LAND
KENARD ST
GOLF LAKE DR N
NEW SMYRNA BEACH
0
75 Feet
Update to Comprehensive Plan Map II-3
SUBJECT PROPERTY WILL CHANGE FROM COUNTY RESIDENTIAL USE TO CITY RESIDENTIAL USE

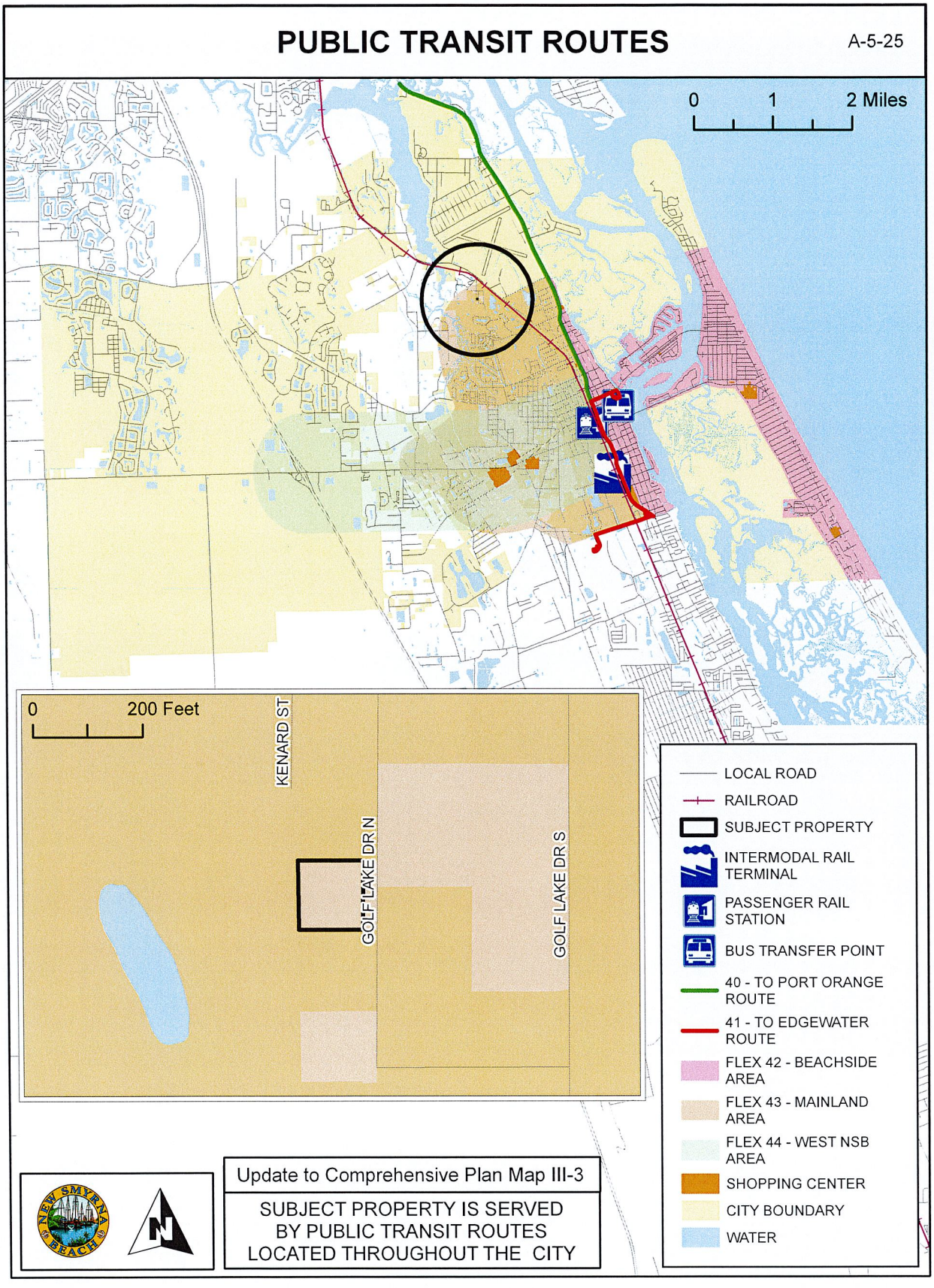
# EXHIBIT "E"


EXISTING LEVEL OF SERVICE - 2009
A-5-25
0 1 2 Miles
0 200 Feet
KENARD ST
GOLF LAKE DR N
GOLF LAKE 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 "C" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

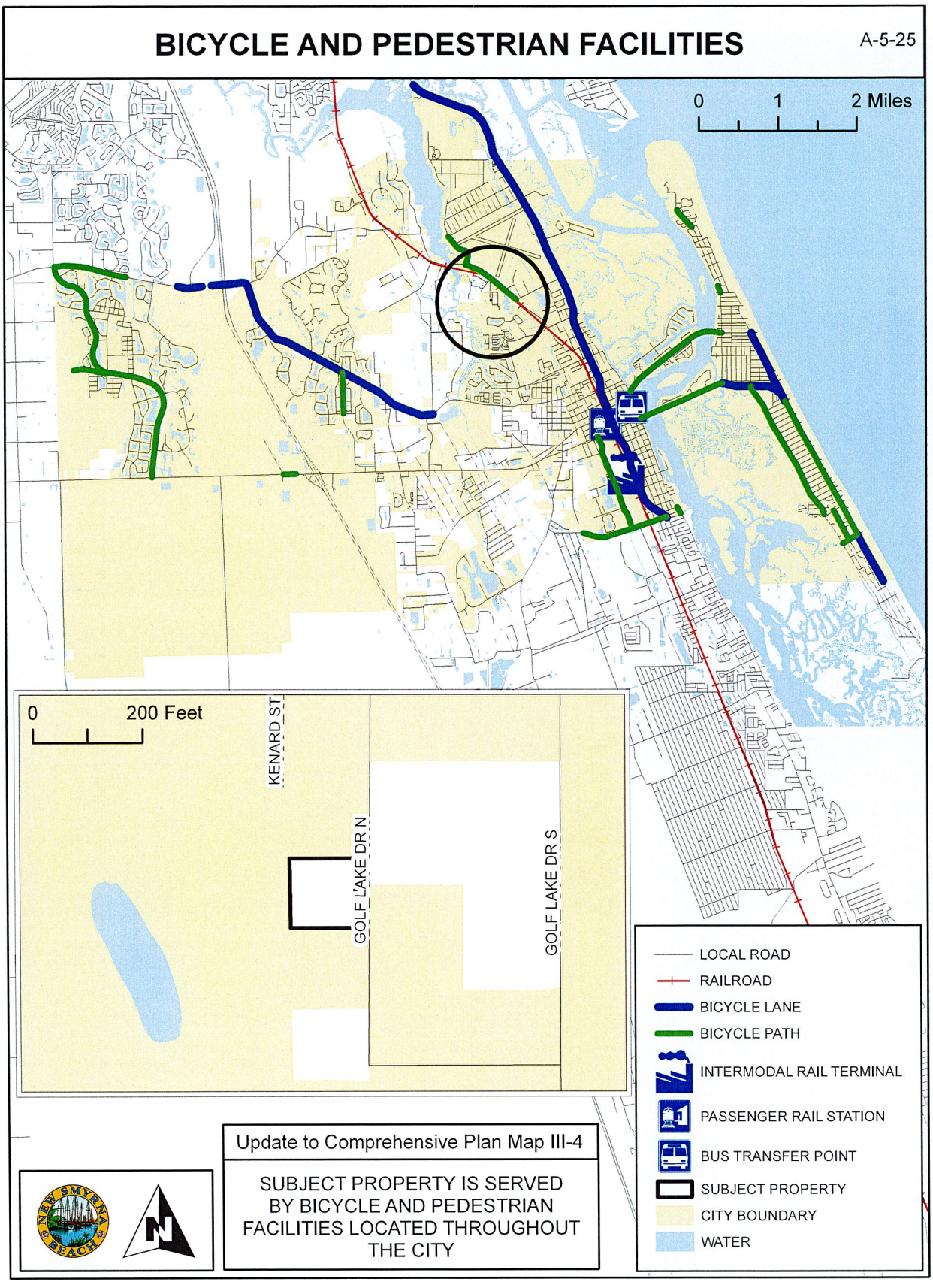
# EXHIBIT "F"


EXISTING TRAFFIC LANES - 2009
A-5-25
0 1 2 Miles
0 200 Feet
GOLF LAKE DR N
GOLF LAKE 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 2 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

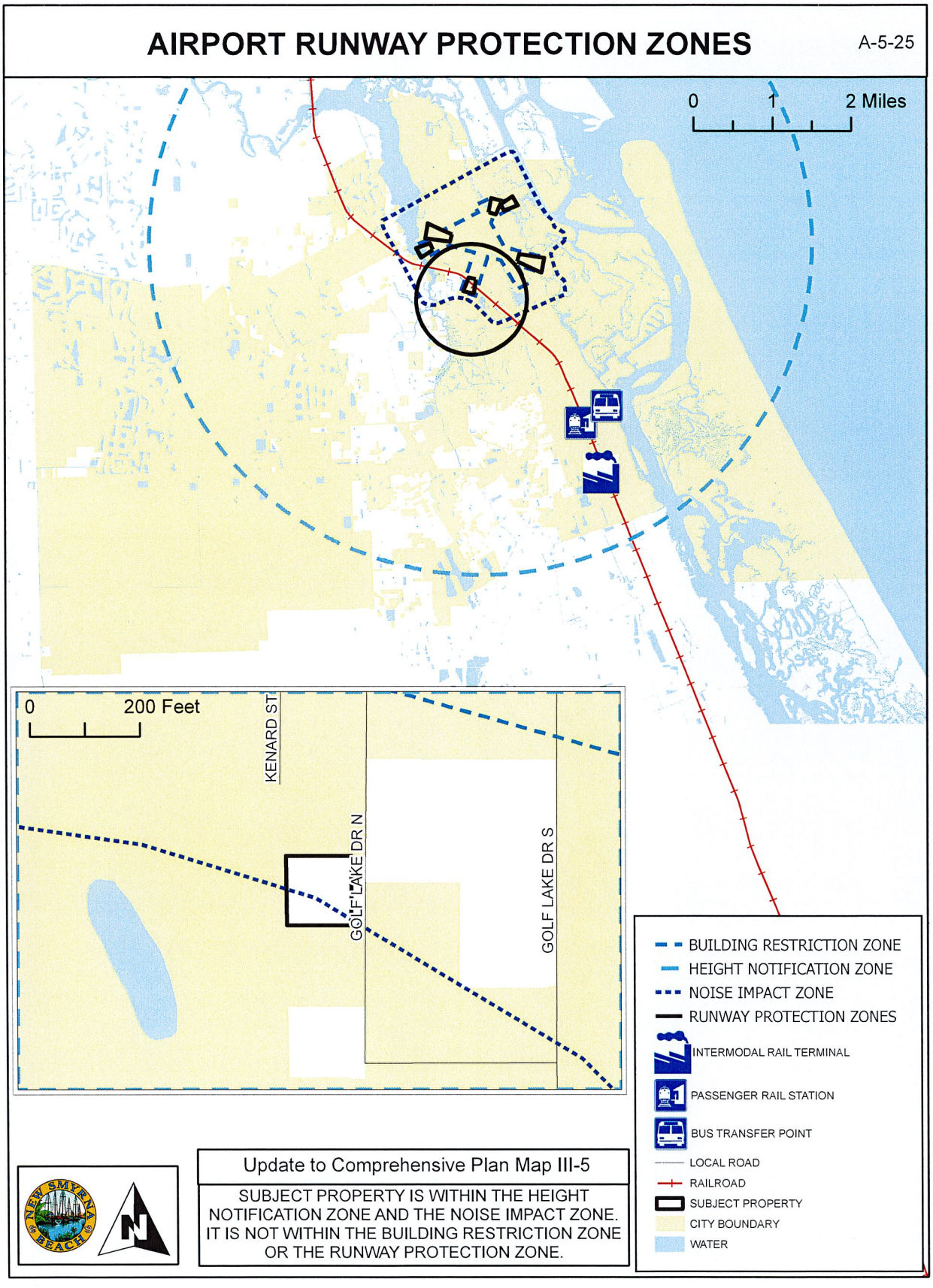
# EXHIBIT "G"


PUBLIC TRANSIT ROUTES
A-5-25
0
1
2 Miles
0
200 Feet
KENARD ST
GOLF LAKE DR N
GOLF LAKE DR S
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
NEW SMYRNA BEACH
N
Update to Comprehensive Plan Map III-3
SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

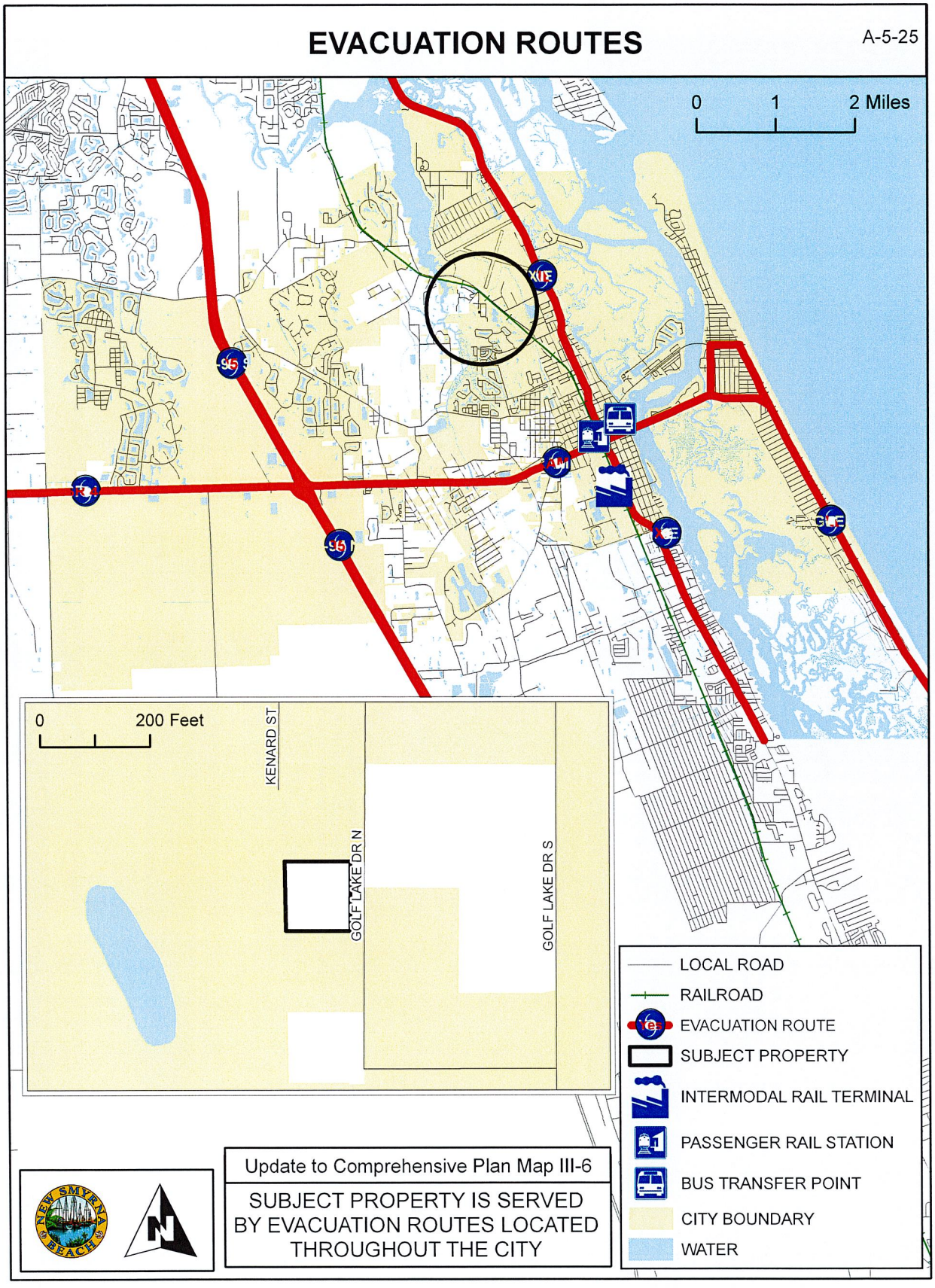
# EXHIBIT "H"


BICYCLE AND PEDESTRIAN FACILITIES
A-5-25
0 1 2 Miles
0 200 Feet
KENARD ST
GOLF LAKE DR N
GOLF LAKE 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

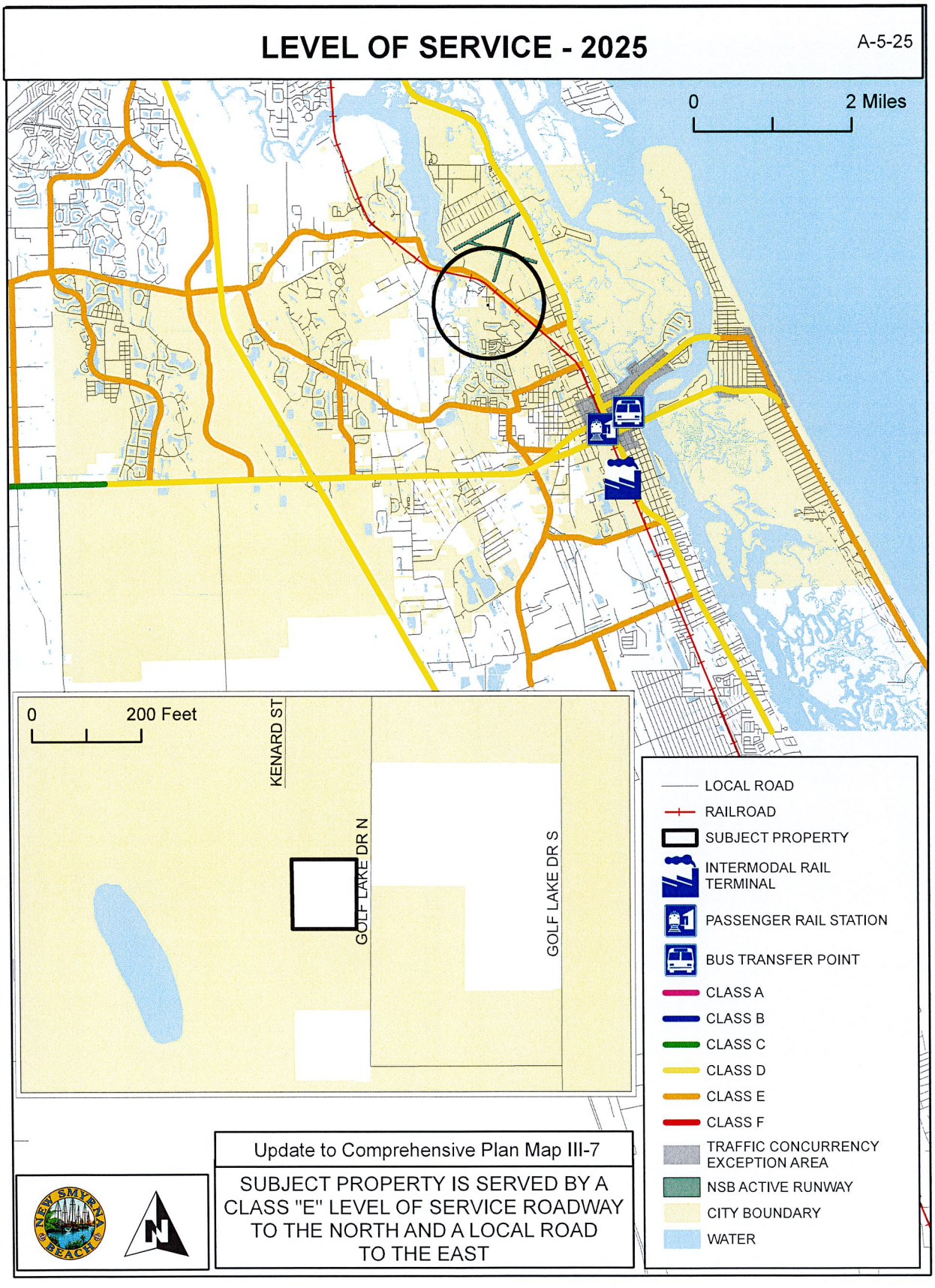
# EXHIBIT "I"


AIRPORT RUNWAY PROTECTION ZONES
A-5-25
0
1
2 Miles
0
200 Feet
KENARD ST
GOLF LAKE DR N
GOLF LAKE 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 AND THE NOISE IMPACT ZONE. IT IS NOT WITHIN THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

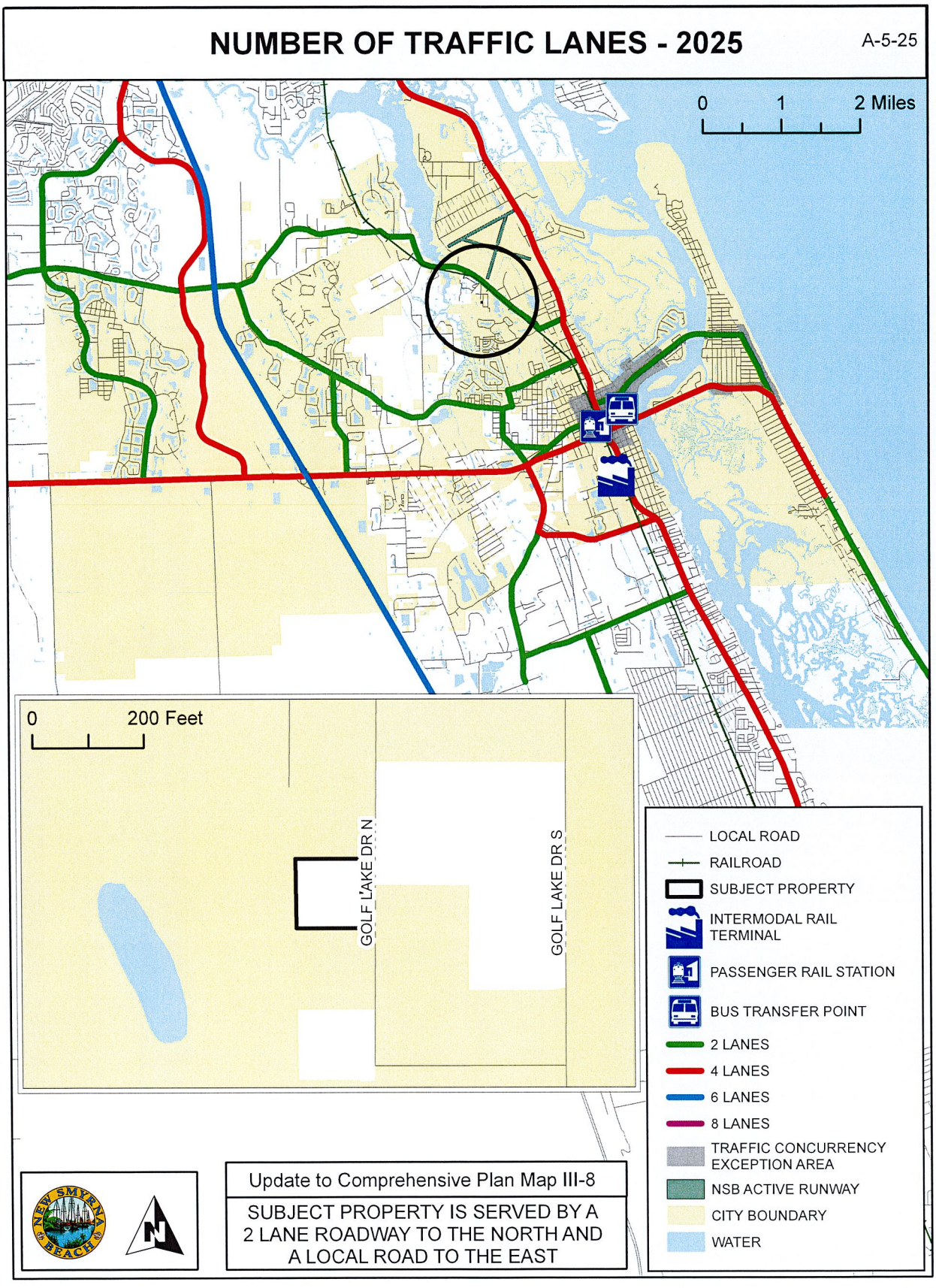
# EXHIBIT "J"


EVACUATION ROUTES
A-5-25
0 1 2 Miles
0 200 Feet
KENARD ST
GOLF LAKE DR N
GOLF LAKE 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

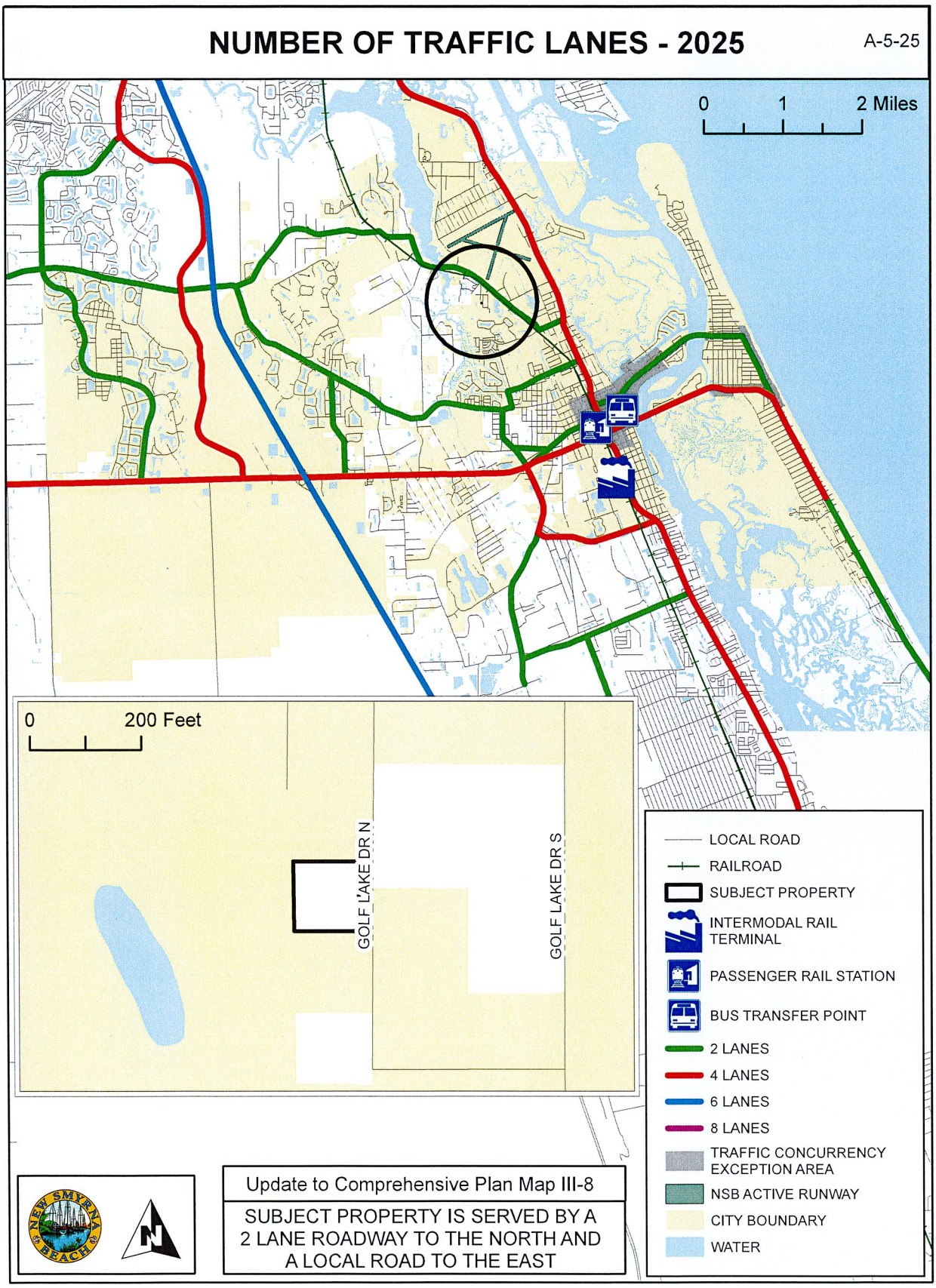
# EXHIBIT "K"


LEVEL OF SERVICE - 2025
A-5-25
0
2 Miles
0
200 Feet
KENARD ST
GOLF LAKE DR N
GOLF LAKE 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-7
SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

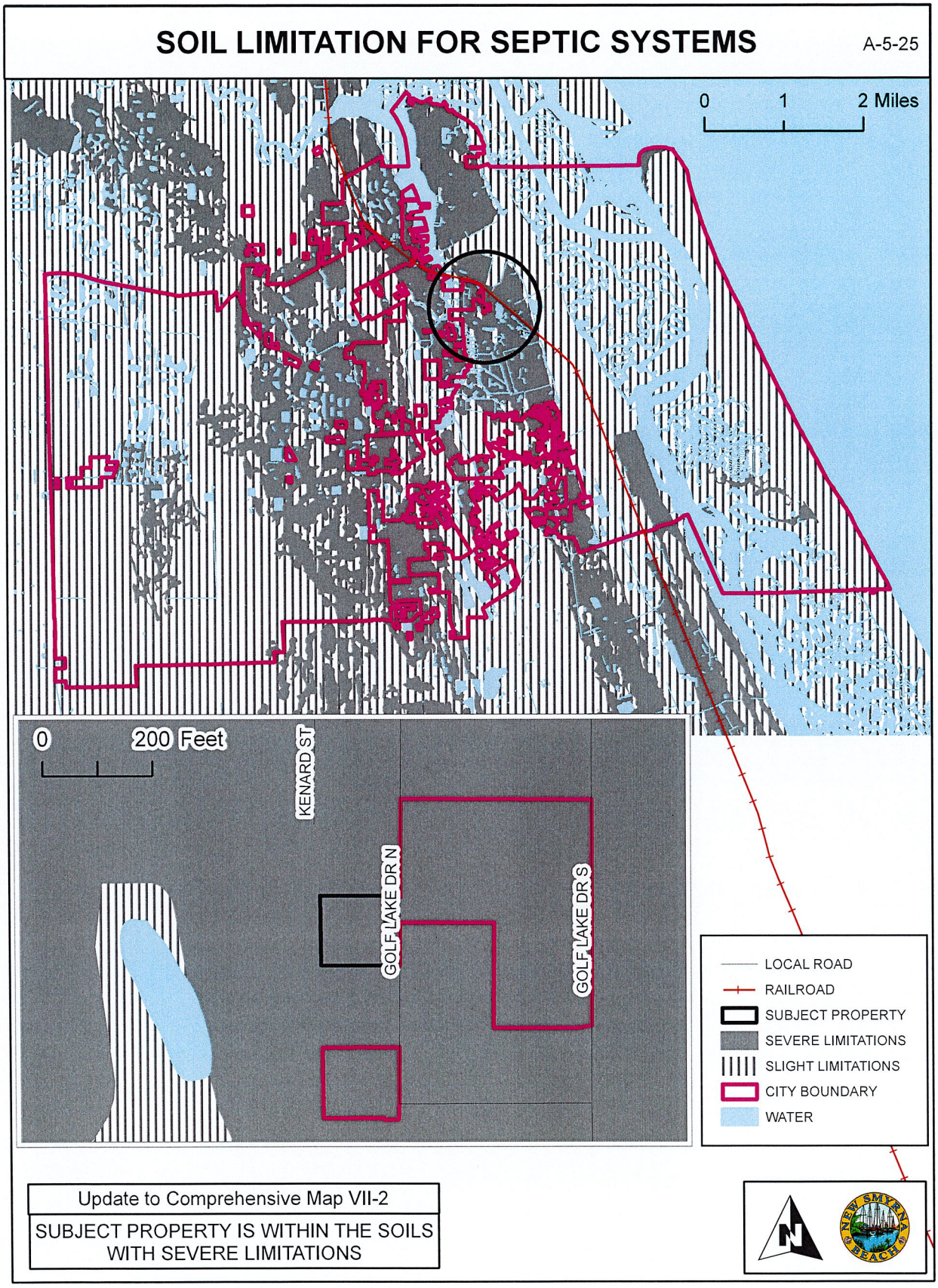
# EXHIBIT "L"


NUMBER OF TRAFFIC LANES - 2025
A-5-25
0 1 2 Miles
0 200 Feet
GOLF LAKE DR N
GOLF LAKE DR S
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 NORTH AND A LOCAL ROAD TO THE EAST

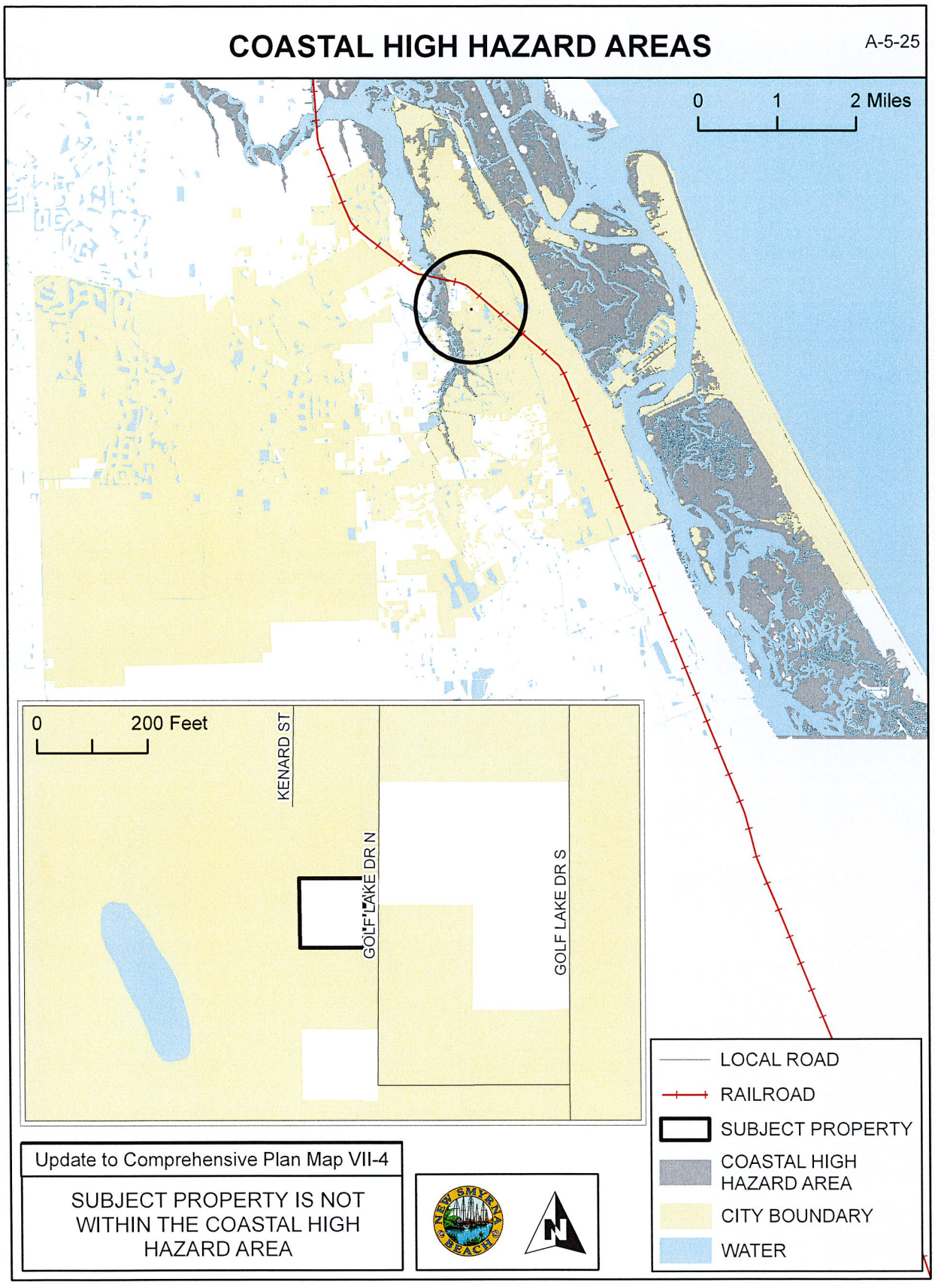
# EXHIBIT "M"


NUMBER OF TRAFFIC LANES - 2025
A-5-25
0 1 2 Miles
0 200 Feet
GOLF LAKE DR N
GOLF LAKE DR S
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 NORTH AND A LOCAL ROAD TO THE EAST

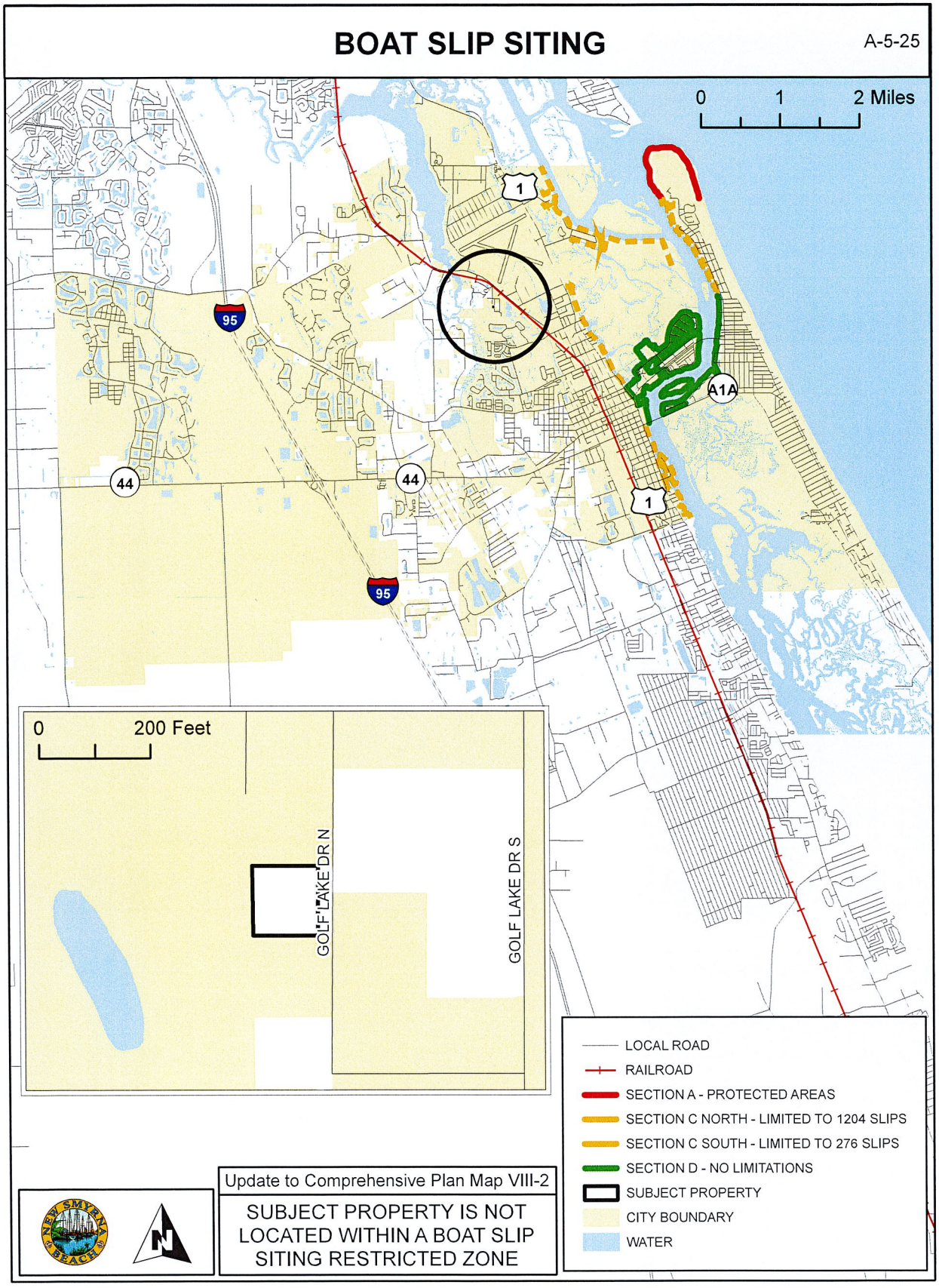
# EXHIBIT "N"


SOIL LIMITATION FOR SEPTIC SYSTEMS
A-5-25
0
1
2 Miles
0
200 Feet
KENARD ST
GOLF LAKE DR N
GOLF LAKE DR S
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
N
NEW SMYRNA BEACH

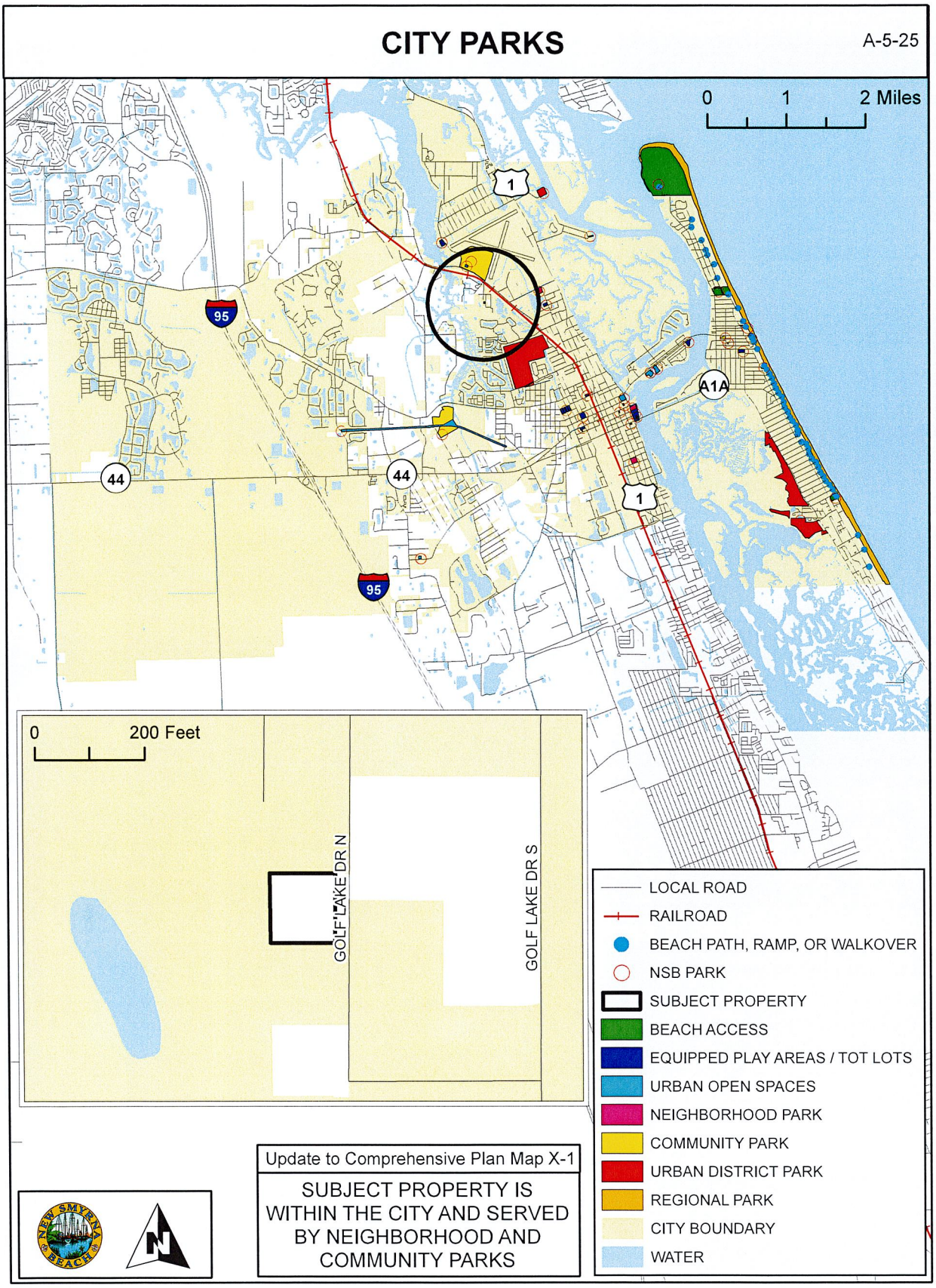
# EXHIBIT "O"


COASTAL HIGH HAZARD AREAS
A-5-25
0
1
2 Miles
0
200 Feet
KENARD ST
GOLF LAKE DR N
GOLF LAKE DR S
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

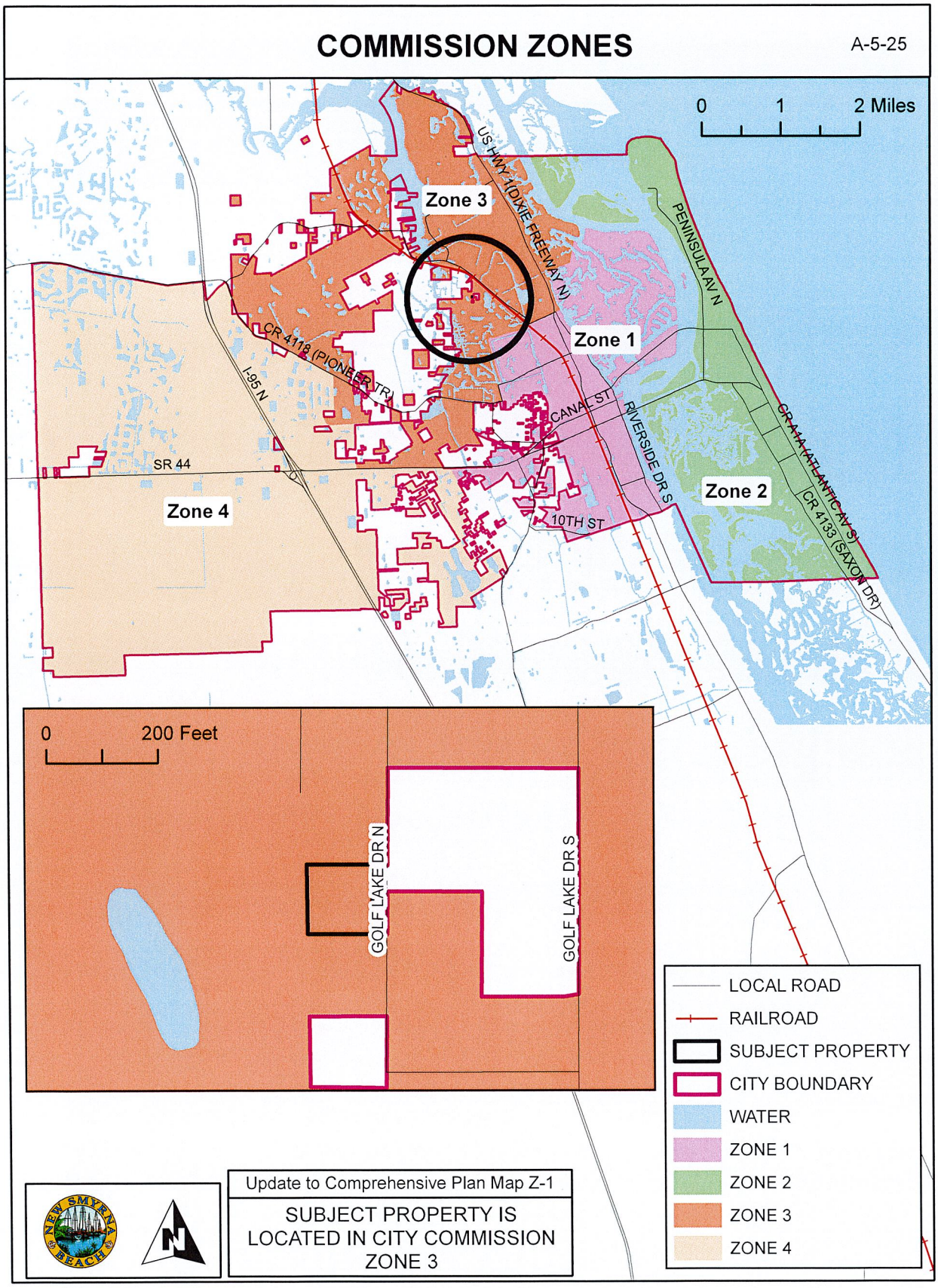
# EXHIBIT "P"


BOAT SLIP SITING
A-5-25
0 1 2 Miles
1
95
44
A1A
0 200 Feet
GOLF LAKE DR N
GOLF LAKE 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-5-25
0 1 2 Miles
1
95
44
A1A
0 200 Feet
GOLF LAKE DR N
GOLF LAKE DR S
LOCAL ROAD
RAILROAD
BEACH PATH, RAMP, OR WALKOVER
NSB PARK
SUBJECT PROPERTY
BEACH ACCESS
EQUIPPED PLAY AREAS / TOT LOTS
URBAN OPEN SPACES
NEIGHBORHOOD PARK
COMMUNITY PARK
URBAN DISTRICT PARK
REGIONAL PARK
CITY BOUNDARY
WATER
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-5-25
0 1 2 Miles
Zone 3
Zone 1
Zone 2
Zone 4
US HWY 1(DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
I-95N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR 4A1A(ATLANTIC AV S)
CR 4133 (SAXON DR)
0 200 Feet
GOLF LAKE DR N
GOLF LAKE 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 3

**THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT**

**ORDINANCE NO. 34-25: CONDUCT A SECOND READING AND PUBLIC HEARING WOULD REZONE APPROXIMATELY 0.36 ± ACRES OF TO A-3, TRANSITIONAL AGRICULTURE FOR PROPERTY LOCATED AT 1198 N GOLF LAKE DRIVE AS PART OF AN OVERALL ANNEXATION APPLICATION.**

**July 22, 2025**

---

**Background:**

**Applicant and Property Owner:** Richard and Michelle Strong, 1198 N Golf Lake Drive, 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:** 0.36 ± acres
- **Location:** West side of N Golf Lake Drive south of Mayport Avenue.

**Tax I.D. Number:** 7312-00-00-0060

**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 N Golf Lake Drive 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 current zoning map and text description for the subject property is attached as **Exhibits C & 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, 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 N Golf Lake Driver Trail 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 May 5, 2025, the Planning and Zoning Board voted, 6-0, 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 recommends 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.

**Fiscal Analysis:**
N/A

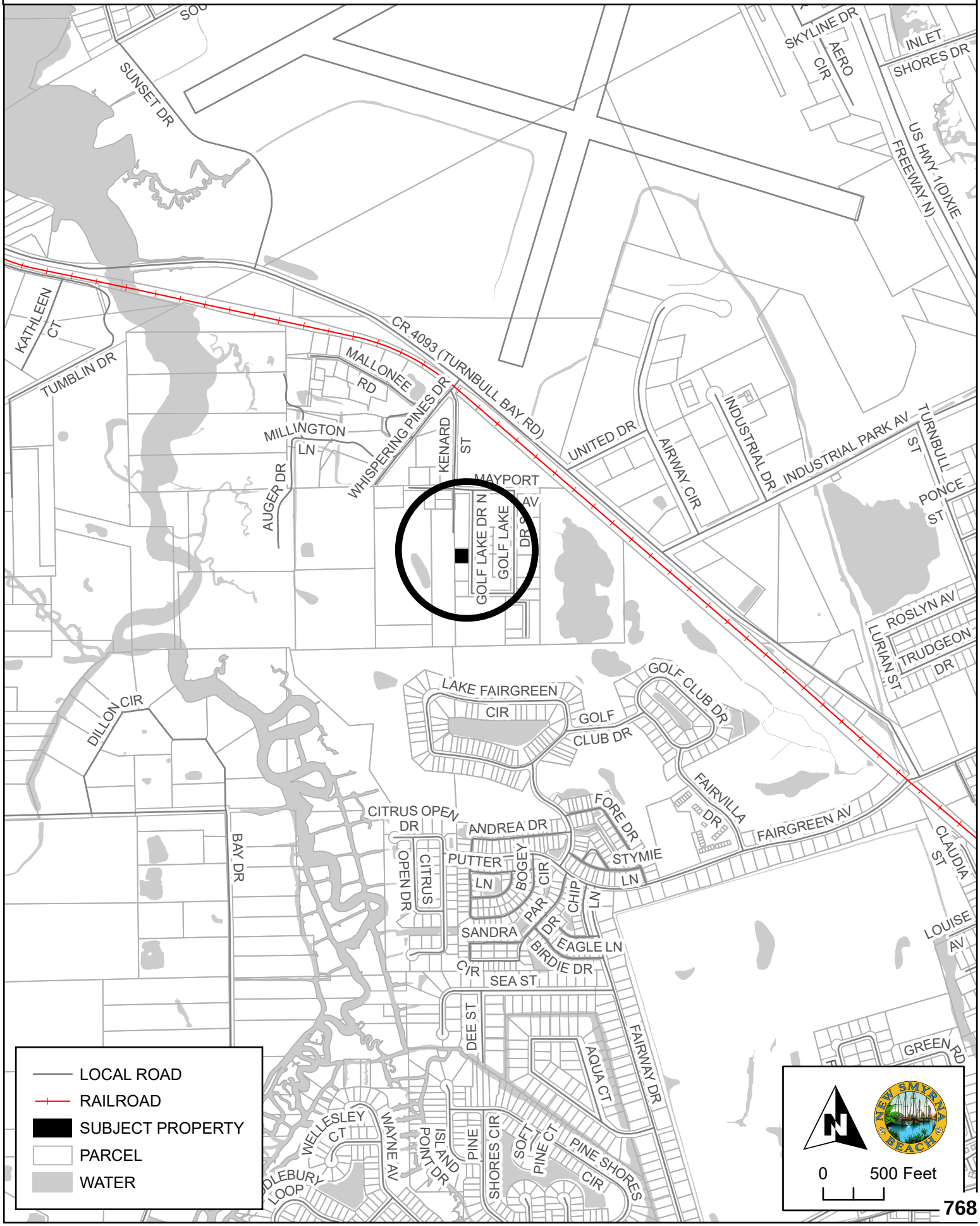
**Strategic Plan Item:**
Yes

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 34-25 1198 N Golf Lake Dr.pdf
Ord 34-25 Rezoning 1198 N Golf Lake Dr.pdf

# A-5-25: 1198 N. GOLF LAKE DRIVE
# PARCEL: 7312-00-00-0060 LOCATION MAP

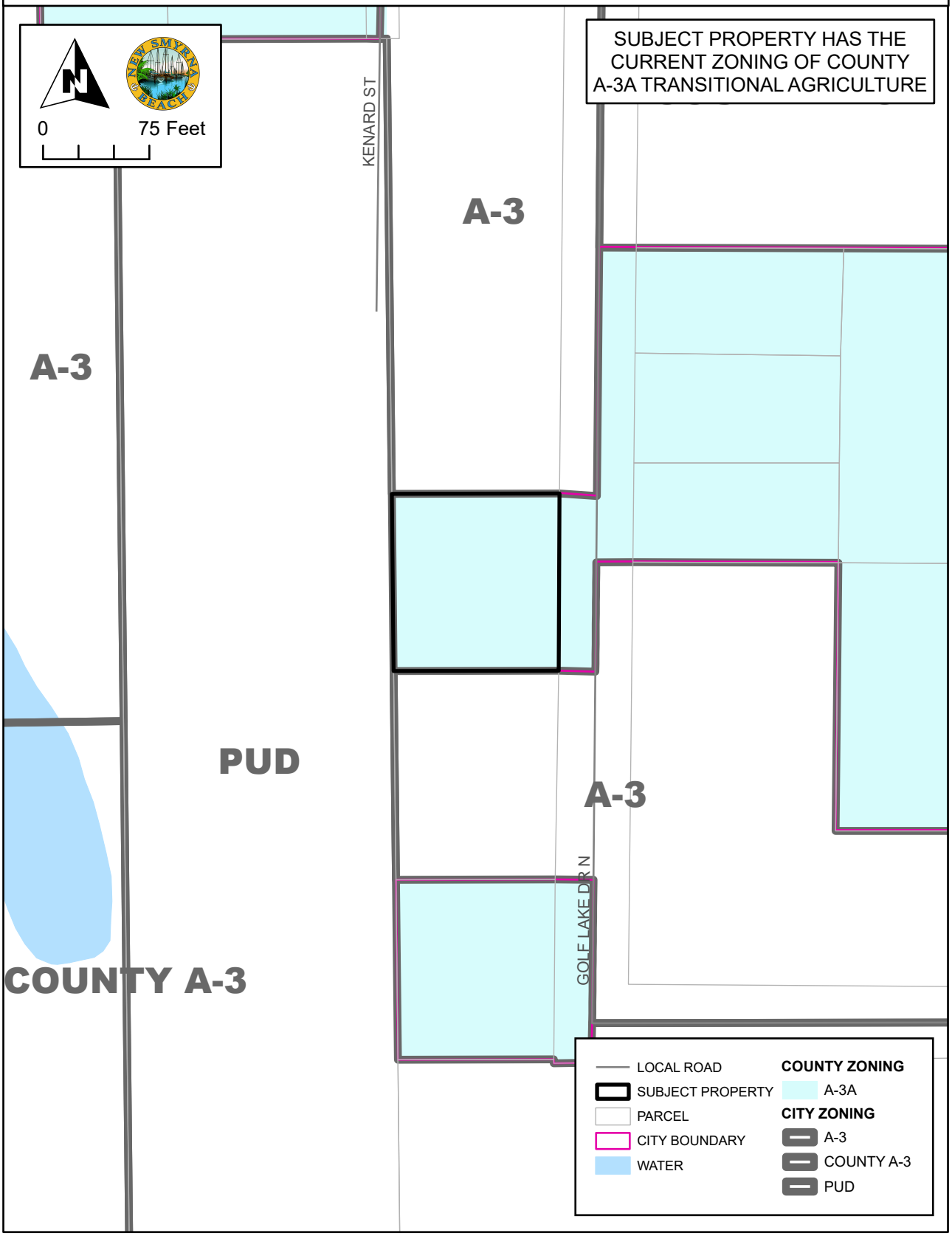


# A-5-25: 1198 N. GOLF LAKE DRIVE
# PARCEL: 7312-00-00-0060 AERIAL MAP



# EXISTING ZONING

A-5-25



# 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.

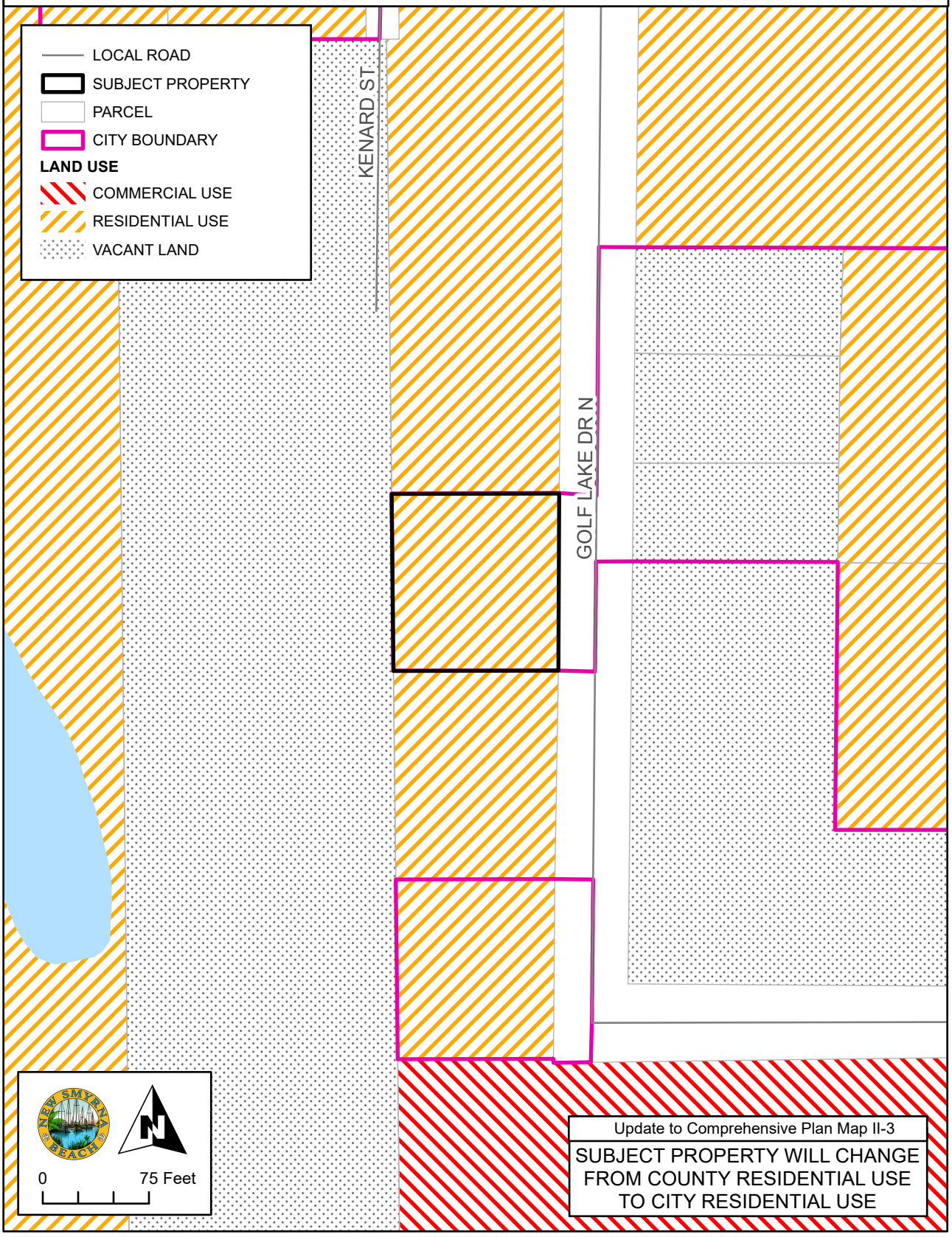
*Skirting requirement for mobile home dwelling:* The area between the ground and floor of the mobile home dwelling shall be enclosed with skirting.

*(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-5-25



# 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.

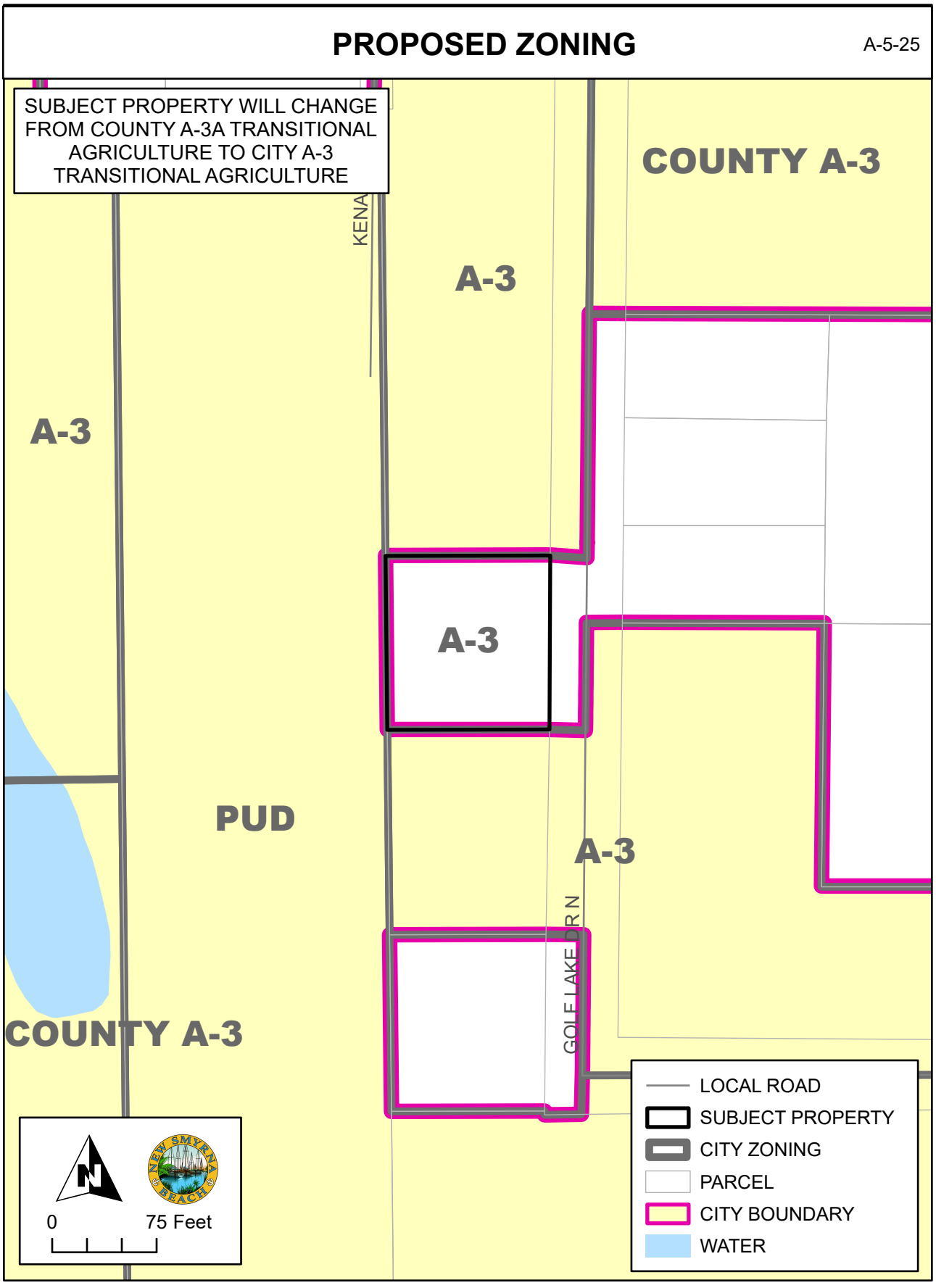
*Minimum floor area:* 1,000 square feet.

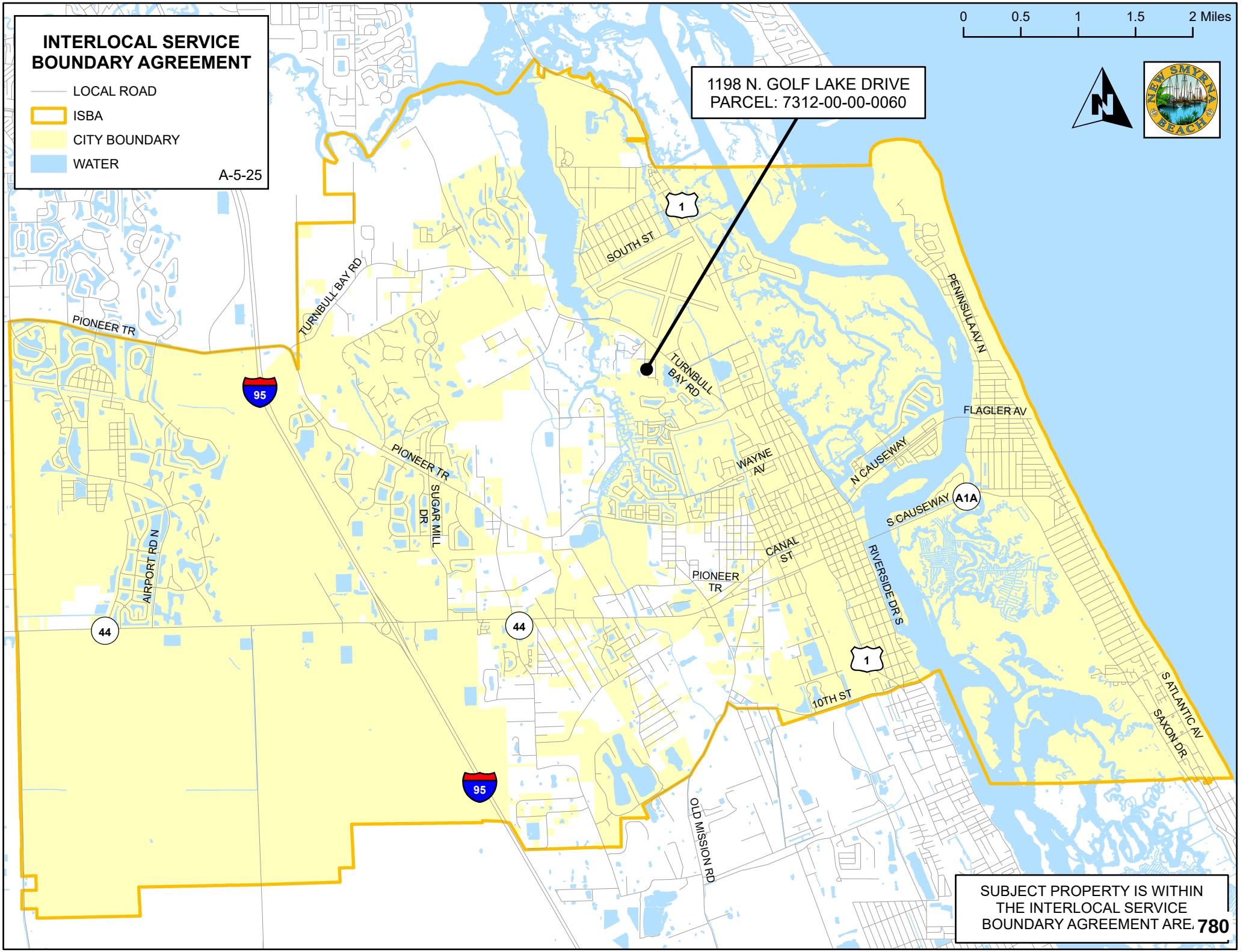
*Off-street parking and loading requirement:* Off-street parking and loading areas meeting the requirements of this LDR shall be constructed.

*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-5-25




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-5-25
0 0.5 1 1.5 2 Miles
1198 N. GOLF LAKE DRIVE
PARCEL: 7312-00-00-0060
NEW SMYRNA BEACH
SOUTH ST
TURNBULL BAY RD
PENINSULA AV N
PIONEER TR
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
SUGAR MILL DR
AIRPORT RD N
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE. 780

**LEGAL DESCRIPTION**

Address:
1198 N Golf Lake Drive, New Smyrna Beach, Florida 32168

Parcel Number
7312-00-00-0060

AltKey Number:
3699734

Metes and Bounds by Anthony Pinizzotto, P.A.

The North 125 feet of the South 820 feet of the West 125 feet of the Southwest ¼ of the Northeast ¼, Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

3/19/2020 11:35:22 AM Instrument #2020057834 #1 Book:7831 Page:830 Laura E. Roth, Volusia County Clerk of Court
Doc Stamps $2,219.00 Transfer Amt $317,000.00

Prepared by and return to:
Anthony Pinizzotto
Anthony Pinizzotto, P.A.
415 Dunlawton Avenue, Suite 106
Port Orange, FL 32127
(386) 585-8027
File Number: 200202

[Space Above This Line For Recording Data]

# Warranty Deed

**This Warranty Deed** made this 18th day of March, 2020 between **Julie C. Christi** and **Robert Phelan**, wife and husband whose post office address is 2046 Old Daytona Road, Port Orange, FL 32128, grantors, and **Richard Strong** and **Michelle Strong**, husband and wife whose post office address is 11215 Woodside Drive, Demotte, IN 46310-7813, 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 grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantees, and grantees' heirs and assigns forever, the following described land, situate, lying and being in **Volusia County**, **Florida** to-wit:

**The North 125 feet of the South 820 feet of the West 125 feet of the Southwest 1/4 of the Northeast 1/4, Section 12, Township 17 South, Range 33 East, Volusia County, Florida.**

**Parcel Identification Number: 731200000060**

**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 grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land; that the grantors 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 **12/31/2019**.

**In Witness Whereof**, grantors have hereunto set grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1
Printed Name: Anthony P[redacted]

Witness #2
Printed Name: SANDY WEILAND

Witness #1
Printed Name: Anthony Pinizzotto

Witness #2
Printed Name: SANDY WEILAND

**Julie C. Christi**

**Robert Phelan**

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 March, 2020 by **Julie C. Christi** and **Robert Phelan** who [ ] are personally known or [x] have produced driver licenses as identification.

[Seal]

ANTHONY PINIZZOTTO
MY COMMISSION # FF972509
EXPIRES: March 22, 2020

Anthony Pinizzotto, Notary Public
My Commission Expires: March 22, 2020

# 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 34-25 Rezoning 1198 N Golf Lake Dr. |

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. 34-25

**AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 0.4± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF NORTH GOLF LAKE DRIVE, SOUTH OF MAYPORT AVENUE, ADDRESSED AS 1198 NORTH GOLF LAKE DRIVE, 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***, Richard and Michelle Strong, 1198 North Golf Lake Drive, New Smyrna Beach, Florida 32168, applicants and property owners, have requested the annexation of 0.4± acres of property generally located on the west side of North Golf Lake Drive, south of Mayport Avenue, addressed as 1198 North Golf Lake Drive, from Volusia County *A-3, Transitional Agriculture Airport Overlay* to City *A-3, Transitional Agriculture Airport Overlay* zoning district; and

***WHEREAS***, the Planning and Zoning Board, at its regular scheduled meeting on May 5, 2025, by a vote of 6-0, 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 0.4± acres of property generally located on the west side of North Golf Lake Drive, south of Mayport Avenue, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7312-00-00-0060
1198 North Golf Lake Drive

The North 125 feet of the South 820 feet of the West 125 feet of the Southwest ¼ of the Northeast ¼, Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

shall be and the same is hereby rezoned from Volusia *A-3, Transitional Agriculture Airport Overlay* to City *A-3, 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 July 22, 2025 at 6:30 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. 33-25, 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. 33-25, 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:** 5/19/2025

**THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT**

**ORDINANCE NO. 38-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, AMEND CHAPTER 58, PARKS AND RECREATION, ADDING SECTION 58-4, ESTABLISHING TIME LIMITATIONS FOR MOORING AT CITY-OWNED OR MAINTAINED DOCKS.**

**July 22, 2025**

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**Background:**

The City of New Smyrna Beach owns and maintains several public docks for the use and enjoyment of residents, visitors, and the broader boating community. Over time, the City has experienced a significant increase in vessels remaining moored at city-owned docks for extended durations. This has contributed to dock congestion, diminished public access, increased maintenance demands, and the presence of unattended or derelict vessels.

The extended mooring of vessels beyond the intended short-term, active use of docks for loading and unloading has also raised safety, navigational, and environmental concerns. In some cases, vessels obstruct access for emergency services or create hazards in areas intended for transient use.

To address these issues and promote the equitable and safe use of public waterfront infrastructure, the City seeks to amend Chapter 58 of the Code of Ordinances to establish Section 58-4, which will impose time limits for docking at city-owned boat ramps and waterfront facilities. The ordinance also introduces enforcement provisions, including fines, towing, and restrictions on derelict vessels.

The proposed ordinance is enacted pursuant to the City's authority under Chapter 166, Florida Statutes, and aligns with the City's responsibility to ensure safe, fair, and sustainable public access to recreational facilities.

The ordinance includes clearly defined exceptions for law enforcement, government, and permitted vessels, and introduces stricter time limits for high-traffic locations such as

Riverside Park.

A public hearing has been scheduled in accordance with Florida Statutes § 166.041(3)(a), with proper notice provided.

**Fiscal Analysis:**
None.

**Strategic Plan Item:**
No

Staff Report Created By: Jason Reve - Police Captain

**Attachments:**

Ord. No. 38-25 Mooring at City Docks.pdf
Business Impact Estimate - Ord 38-25.pdf

# ORDINANCE NO. 38-25

**AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH, AMENDING THE CODE OF ORDINANCES; AMENDING CHAPTER 58, PARKS AND RECREATION, TO ADD SECTION 58-4, USE OF CITY DOCKS AND BOAT RAMPS, ESTABLISHING TIME LIMITATIONS FOR MOORING AT CITY-OWNED DOCKS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of New Smyrna Beach owns and maintains public docks for the benefit of residents, visitors, and the boating community; and

**WHEREAS,** unregulated long-term mooring at city-owned docks has resulted in congestion, reduced access, and increased maintenance needs; and

**WHEREAS**, the City has observed an increase in derelict or unattended vessels remaining parked at city docks for extended periods, creating safety hazards, navigation obstructions, and environmental concerns; and

**WHEREAS,** the City Commission finds it necessary to establish reasonable time limitations on the use of city docks to ensure equitable access and promote public safety; and

**WHEREAS,** the City has the authority under Chapters 166, Florida Statutes, and other applicable law to regulate the use of public waterfront infrastructure;

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

**SECTION 1:** ***Amendment.*** That the New Smyrna Beach City Code of Ordinances, Chapter 58, Parks and Recreation, is hereby amended as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikeout~~, and additions to text are indicated by underline.)**

**Chapter 58 PARKS AND RECREATION**

**Article I. In General**

. . .

**Sec. 58-4. Use of city dock and boat ramps.**

(a) *General restrictions*. City docks and boat ramps are to be used exclusively for the purpose of loading and unloading the vessel, and/or passengers, unless otherwise provided in this section. No vessel may remain moored, docked, or tied up to any city

owned boat ramp, dock or waterfront land in excess of one hour. Exemptions to this rule are permitted for:

a. Police or other public safety vessels
b. Government vessels
c. Marine Discovery Center vessels, for the duration of the contract terms
d. Any other vessel specifically approved and permitted by the city commission

At Riverside Park, no vessel may remain moored, docked, or tied up at the Riverside dock for more than 5 hours.

(b) *Penalties*. Vessel exceeding the time limits or being used for purposed other than those identified in section (a) will receive:

a. A fine of $250 for a first violation and immediate towing of the vessel.
b. A fine of $500.00, a trespass warning for a second violation, and immediate towing of the vessel.
c. Any individual who violates after the second violation will be subject to the penalties identified in subsection b, as well as arrest.

(c) *Derelict Vessels*. Any vessel removed under this section that is deemed derelict may be returned to its owner. However, the owner shall not place the derelict vessel back into the waterways until it is deemed seaworthy and is no longer classified as derelict. Violation of this subsection will be enforceable in accordance with Section 1-14 of the City Code, in addition to any applicable Florida Statutes.

**SECTION 2**: ***Codification***. Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporations usual and customary fee for said codification service is hereby approved.

**SECTION 3: *Public Hearing***. That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on July 22, 2025, in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

**SECTION 4: *Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

**SECTION 5: *Conflicting Ordinances.*** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict. In the event of a conflict between this Ordinance and any other City ordinance, resolution, or regulation, the provisions of this Ordinance shall control.

**SECTION 6:** ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**SECTION 7:** ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

**APPROVED AS TO FORM AND CORRECTNESS:**

Carrie Avallone

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

**DATE:** 7/1/2025

# Business Impact Estimate

*This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.*

| Proposed ordinance's title/reference: |
| --- |
| ORD 38-25 Establishing time limitations for mooring at city-owned docks |

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The ordinance is designed to help ensure access to city docks and reduce derelict vessels from remaining docked at city docks for an extended period of time.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Revenue may be generated for the city based on fines issued to the vessel. The amount is unknown at this time.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*)
This new regulation is intended to establish clear time limits for vessels docked at city-owned and maintained docks and waterfront properties. The city has seen ans increase in derelict vessels remaining docked for extended periods leading to blight, restricted access to the docks, and safety hazards for other vessels entering and leaving the area.

**THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT**

**ORDINANCE NO. 40-25: 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 FROM INDUSTRIAL MIXED USE TO INDUSTRIAL ON APPROXIMATELY 0.59 ± ACRES OF LAND LOCATED ON THE SOUTHEAST CORNER OF SOUTH MYRTLE AVENUE AND W 7TH STREET.**

**July 22, 2025**

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**Background:**

**Applicant**: Glenn D. Storch, Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114.

**Property Owner:** MOD 9304 LLC, 1217 Commodore Drive, New Smyrna Beach, Florida 32168.

**Request:** Small Scale *Comprehensive Plan* amendment:

- **From:** City Future Land Use category of Industrial Mixed Use.
- **To:** City Future Land Use category of Industrial.

**Site Information:**

- **Size:** 0.59 ± acres.
- **Location:** Southeast corner of South Myrtle Avenue and W 7th Street (see **Exhibit A** for a location map).

**Tax I.D. Number:** 7449-01-20-0011

**Exhibits Used in this report:**

Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Existing Future Land Use Map
Exhibit D: Existing Future Land Use Text
Exhibit E: Existing Zoning Map
Exhibit F: Existing Zoning Text
Exhibit G: Proposed Future Land Use Map
Exhibit H: Proposed Future Land Use Text

Exhibit I: Concept Plan
Exhibit J: Comprehensive Plan Review
Exhibit K: Survey
Exhibit L: Copy of Proposed Covenant

**Findings:**

The subject property is located within the City limits and is currently undeveloped. An aerial view/map of the subject property and surrounding area is attached as **Exhibit B**.

The property currently has a City Future Land Use category of Industrial Mixed Use and is zoned City I-1, Light Industrial. Maps showing the current and surrounding existing Future Land Use categories are attached as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. The associated current zoning map and zoning text description for the subject property are attached as **Exhibits E & F**.

With this application, the property owner wishes to change the Future Land Use category from Industrial Mixed Use to Industrial which would create a decrease in allowable density and Floor to Aera Ratio, (FAR). A proposed Future Land Use map and associated text is attached as **Exhibits G & H**. The applicant provided a conceptual plan for the board to show what future development may be on this parcel. See **Exhibit I**.

The applicant has submitted a proposed Declaration of Restrictive Covenants, which is attached as **Exhibit L.** This covenant does indicate the above listed permitted uses that would otherwise be allowed in the I-1, Light Industrial zoning district, but would instead be restricted by this document. If this covenant is executed and recorded with the Clerk of Court, the restrictions would stay with the land unless released by the adjacent property owners.

If the application to change the Future Land Use category to Industial is approved by the City Commission, any proposed development would be required to submit a class II site plan application to the City Technical Review Staff for review. The Technical Review Staff contains professional employees from the Planning Department, Engineering Department, Building Department, New Smyrna Beach Utilities, and Fire Marshal.

The intent of the Industrial Mixed Use, Future Land Use designation is as follows:

- “The purpose of this land use designation is to promote the sustainable development or redevelopment land near railways and/or major highways and in close proximity to the Canal Downtown Neighborhood, by providing maximum

opportunity for innovative site planning for living, shopping, and working environments. Areas designated as Industrial Mixed Use are intended to accommodate a mix of light industrial/research, office, retail and medium to high density residential uses. Areas designated as Industrial Mixed Uses are required to develop using the planned unit development format."

The current Future Land Use designation of Industrial Mixed Use allows for a mixed development of retail, office, residential and industrial. The residential density is 40 dwelling units per acre with a density of transient lodging to be 75 units per acre. This future land use category also allows a Floor to Area Ratio to be 6.5. Because of the allowable mixed development, all properties with a future land use category of Industrial Mixed Use are required to be developed using a Planned Unit Development, (PUD) zoning. A development agreement between the property owner and the City would be reviewed by the City Commission. Because the size of this parcel is less than 2 acres, variances may be required to meet the minimum standard of a PUD zoning.

The intent of the Industrial, Future Land Use designation is as follows:

- "This category is designed for activity predominantly connected with manufacturing, assembly, processing, packaging, research, or storage of products. Additional permitted used in such areas include warehousing, wholesale activity, machine repair, and construction that are not suitable for either residential or commercial districts. Adequate buffering should be provided from adjacent land uses; and transitional uses (such as office or commercial uses) should be provided between industrial and residential areas."

The proposed Future Land Use designation of Industrial removes the allowable residential and transient lodging density. This proposed designation also lowers the allowable Floor to Area Ration from 6.5 to 2.0 thus reducing the size of an allowable building. This Future Land Use designation can be developed using the existing I-1, Light Industrial Zoning District designation.

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 requesting a proposed decrease of gross density and Floor to Area Ration, staff did not prepare a concurrency analysis table for this case. Any proposed development would have to provide concurrency during a site plan review application.

The *Comprehensive Plan* provides guidance on future land use amendments, and

rezonings. The following is a list of objectives in the *Comprehensive Plan* that support this proposal:

- Future Land Use Element, Goal 2, Objective 1
- Future Land Use Element, Goal 2, Objective 2
- Future Land Use Element, Goal 4, Objective 1
- Economic Development Element, Goal

**Recommendations:**

At its regular scheduled meeting on June 2, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested small-scale *Comprehensive Plan* amendment changing the Future Land Use category from Industrial Mixed Use to Industrial.

The Planning Department recommends that the City Commission **approve** the requested decrease in overall density and reduction of the Floor to Area Ratio by changing the Future Land Use category from Industrial Mixed Use to Industrial.

**Fiscal Analysis:**
N/A

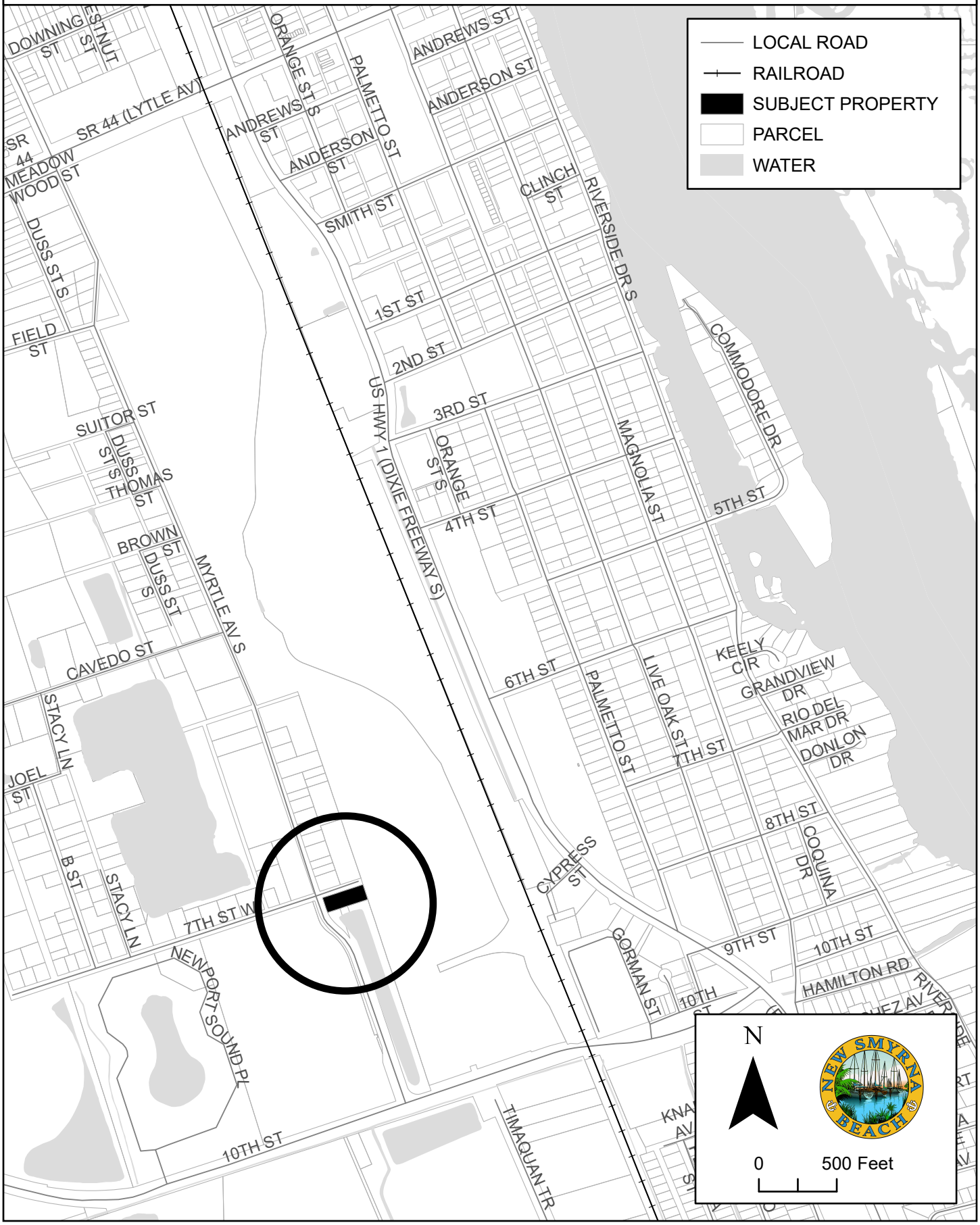
**Strategic Plan Item:**
No

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 Industrial Mixed Use FLU Text.pdf
Exhibit E Existing Zoning Map.pdf
Exhibit F City I-1 Zoning Text.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Industrial FLU Text.pdf
Exhibit I CONCEPTUAL SITE PLAN.pdf
Exhibit J Comprehensive Plan Review.pdf
Exhibit K Survey.pdf
Exhibit L Declaration of Restrictive Covenants for MOD 9304 LLC Property revisd 6-4-25.pdf
Business Impact Estimate - Ord 40-25 SSCPA Myrtle and 7th.pdf
Ord 40-25 SSCPA W 7th and Myrtle.pdf

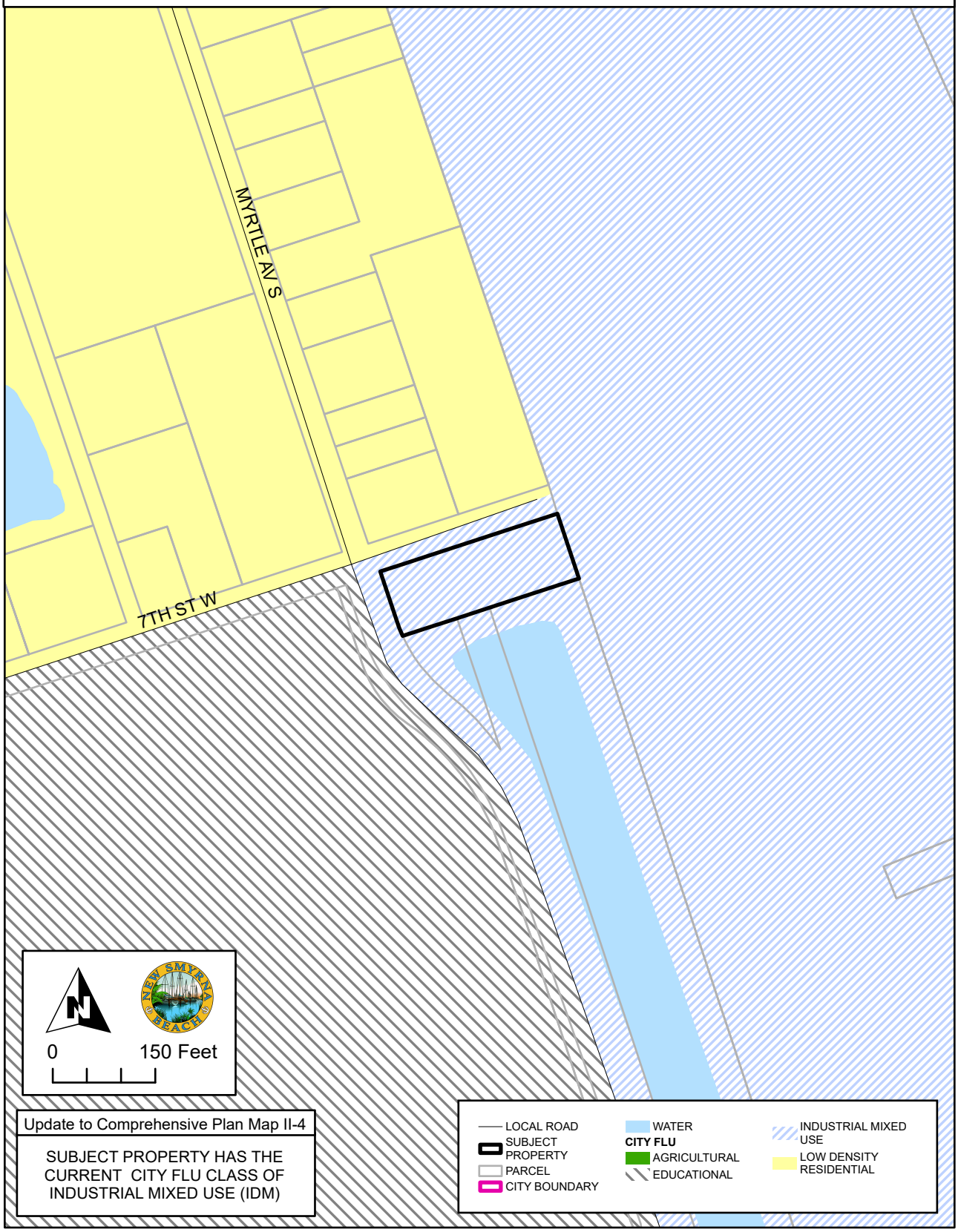
# CPA-1-25: S. MYRTLE AVENUE
# PARCEL: 7449-01-20-0011 LOCATION MAP



# CPA-1-25: S. MYRTLE AVENUE
# PARCEL: 7449-01-20-0011 AERIAL MAP



# CPA-1-25: S. MYRTLE AVENUE
# EXISTING FUTURE LAND USE MAP



# FUTURE LAND USE

INDUSTRIAL MIXED USE

Maximum allowed density:

Up to 40 dwelling units per acre

Up to 75 transient lodging units per acre

Maximum allowed Floor Area Ratio (FAR): 6.50

Maximum Allowable Percentage of uses for Development Using the Planned Unit Development format:

Retail: 65%

Office: 75%

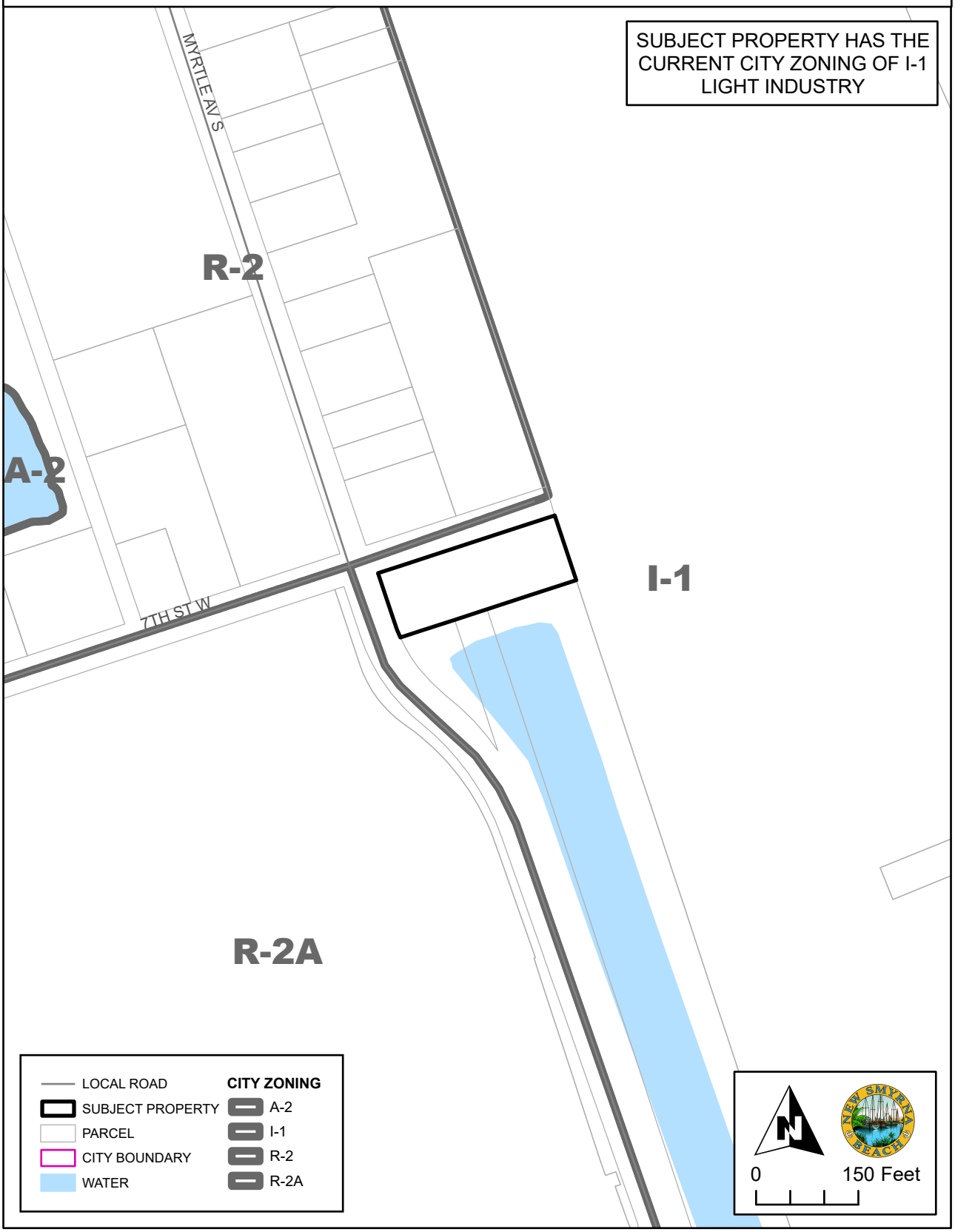
Residential: 65%

Industrial: 65%

Intent: The purpose of this land use designation is to promote the sustainable development or redevelopment land near railways and/or major highways and in close proximity to the Canal Downtown Neighborhood, by providing maximum opportunity for innovative site planning for living, shopping, and working environments. Areas designated as Industrial Mixed Use are intended to accommodate a mix of light industrial/research, office, retail and medium to high density residential uses. Areas designated as Industrial Mixed Uses are required to develop using the planned unit development format.

Exhibit E

# CPA-1-25: S. MYRTLE AVENUE
# EXISTING ZONING MAP



## I-1- LIGHT INDUSTRIAL DISTRICT

Intent:

This district is intended for light manufacturing, assembly, processing, raw materials, repairing, research, storage, wholesaling and distribution, retail associated with a principal manufacturing use, and closely related light industrial uses, in which all operations, other than transportation, are performed entirely within enclosed buildings, and are not obnoxious because of dirt, smoke, odor, vibration, radio-activity, or explosive capability. Light manufacturing and light industrial uses are compatible one to another and industrially compatible with nearby residential districts. This district also includes uses that are not compatible with residential or commercial uses.

Permitted Uses:

Adult entertainment establishment (subject to restrictions herein)
Animal Hospitals, Kennels, provided that no hospitals, structures, pens or kennels are located closer than fifty (50) feet to any residential property line.
Automobile Leasing and Rentals
Automobile Repair (indoors only)
Banks or Related Banking Facilities
Boat Building, Repair and Sales
Building Material Sales for Buildings and Yards
Cabinet, Woodworking Shops
Ceramic Shops
Cold Storage and Freezer Locker Plants
Contractor and Construction Offices and Equipment Storage
Farm Machinery Sales and Services
Food and Beverage Processing and Distribution, except the slaughter of animals
Heating, Air-Conditioning, Plumbing Equipment
Hydroponic Gardening Industry
Light Machine Shops
Medical or Dental Laboratories
Mobile Homes for Security and/or Office Purposes
Municipal or Governmental Buildings
Paint and Body Shops
Printing, Photo Engraving, Photostatting, Blueprinting, Bookbinding, and Publishing Establishments
Professional Offices
Recycling Centers
Retail sales (subject to restrictions herein)
Retail Sales of Portable Lawn Buildings
Service Station, Type "C"
Sheet Metal Shops
Upholstery Shops
Warehousing and Storage Facilities

Welding Shops

Adult Entertainment Establishment Restrictions:

In addition, said use shall be subject to the restrictions imposed on adult entertainment establishments in Article IX of the LDR.

Retail Sales Restrictions:

In addition, said use shall be limited to a maximum floor area of 40,000 square feet per tenant. Furthermore, the amendment allowing retail sales as a permitted use shall stand repealed on December 31, 2008 unless reviewed and saved from repeal through reenactment by the City Commission. Upon automatic repeal by this provision, retail sales shall no longer be permitted except as accessory uses as described below. Places of business that are used for the purpose of retail sales shall be allowed to continue said use as a non-conforming use subject to the conditions that the non-conforming use is not discontinued and a city business tax receipt for the non-conforming use is continuously maintained. In the event that the non-conforming use shall be discontinued for a period of more than six months or the non-conforming use shall fail to maintain a city business tax receipt, the non-conforming use as a place of business that is used for the purpose of retail sales shall be automatically terminated upon the happening of either event and the non-conforming use shall no longer be allowed as a permitted non-conforming use.

Accessory Uses:

Any accessory use customarily incidental to a permitted use.
Retail sales, provided the retail sales area does not occupy more than 15% of the building footprint, and the retail sales area is used to display products manufactured wholly, or in part, on the site.

Special Exceptions:

One attached dwelling is allowed for each principal commercial use when attached by common walls or floors as part of the principal commercial use structure, subject to the following:

(a) off-street parking shall be provided in accordance with parking requirements for apartments as required in this LDR.
(b) minimum floor area shall be four-hundred fifty (450) square feet of livable area for a one (1) bedroom unit; five-hundred fifty (550) square feet of livable area for a two (2) bedroom unit; and seven hundred (700) square feet of livable area for a three (3) bedroom unit;
(c) other conditions may be required as the City Commission deems necessary.

Place of Assembly provided:

(a) The event location or facility is for an art show or exhibit, concert hall theatrical play or musical dance studio including instruction and competition wedding venue or other public or private event.

(b) All of the following requirements are met:
  (1) One parking space per every four attendees shall be provided:
  (2) Recorded or live music shall comply with Section 38-72 City Code.
  (3) Appropriate site plan shall be submitted and approved by the City Technical Review Staff, per Article XI of the City Land Development Regulation:
  (4) Alcohol shall be supplied and served by a State of Florida alcohol licensed caterer or by a State of Florida special event alcohol permit: and
  (5) Any proposed temporary parking lot must be approved by separate application to the City Commission after review by the City Engineer.

Recreational vehicles and boat storage, provided:
(a) Such areas shall be secured and screened a six-foot fence or barrier
(b) no other use shall be permitted with the facility
(c) a landscaped buffer area shall be required at property lines as follows:
  (1) All front property lines; and
  (2) Alongside or rear lot lines abutting residentially zoned lots except the buffer shall be 25 feet wide; and
  (3) Alongside and rear lot lines not abutting residentially zoned lots, the buffer shall be seven feet wide.

Prohibited Uses:

Home improvement stores
Retail uses not associated with on-site manufacturing.

Dimensional Requirements:

Minimum Lot Size:

| | |
|---|---|
| Area | None |
| Depth | None |
| Width | 75 feet |

Minimum Yard Size:

Front yard: 25 feet or as required per Section 504.01M. of this LDR

Side yard: 10 feet, except where the lot abuts a residentially zoned lot. In such instance, the abutting side yard shall be twenty-five (25) feet.

Rear yard: 15 feet, except where the lot abuts a residentially zoned lot. In such instance, the abutting rear yard shall be twenty-five feet.

Reduction of side to a and Rear Yard Requirements:

A five (5) foot side or rear yard is required adjacent railroad right-of-way, provided the site plan shows sufficient access for fire protection.

Maximum Principal Building Height:

50 feet: all structures over thirty-five (35) feet in height shall be set back from all yard requirements by one foot for each two feet over thirty-five (35) feet.

Maximum Building Coverage:

On any lot the total area covered with buildings including accessory buildings shall not exceed fifty (50) percent of the total lot area.

Maximum Impervious Lot Coverage:

The total area of the lot that may be covered with impervious material is 75 percent (75%).

Buffers:

Landscaped buffer area(s) as defined in this LDR shall be required at property lines as follows:

(1) all front property lines; and
(2) alongside or rear lot line abutting a residentially zoned lot.

Visibility at Intersections:

Visibility at intersections shall be provided as required in this LDR.

Landscaping:

A landscaping plan is required as described in this LDR.

Outdoor Storage:

No outdoor storage of bulk items shall be allowed (except parking of commercial vehicles licensed to travel public streets, screened solid waste containers, and above ground storage containers).

Outdoor storage of all commercial vehicles shall be allowed provided no access is blocked and no required parking spaces are blocked.

Above ground tanks storage shall be allowed with a landscaped buffer meeting the

requirements of this LDR.

Off-Street Parking and Loading:

Off-street parking and loading shall be provided as required in this LDR.

Performance Standards:

It is the intent of these regulations to prevent land or buildings, including those permitted by right or special exception, from being used or occupied, in any manner to as to create any dangerous, injurious, noxious or other hazardous condition; noise or vibration; smoke, dust or other form of air pollution; electrical or other disturbances; glare or heat; liquid or solid refuse or wastes; condition conducive to the breeding of rodents or insects; or other substance, condition or elements (all referred to herein as "Dangerous or Objectionable Elements") in a manner or amount as to adversely affect the surrounding area. Any use permitted under the Permitted Use section may be undertaken and maintained if it conforms to all district regulations including the regulations of this section referred to herein as "Performance Standards".

No site plan in this district shall be approved without a signed and sealed report from an appropriately qualified certified engineer stating that all performance standards will be met.

Specifically, all uses shall operate in conformance with the limitations set forth in each subsection below.

(1.) Vibration

No vibration shall be produced which is transmitted through the ground and is discernible without the aid of instruments at or at any point beyond the lot line; nor shall any vibration produced exceed 0.0028g peak measured at or beyond the lot line using either seismic or electronic vibration measuring equipment.

(2.) Noise

Sound level measurements shall be made in accordance with Section 21-85, New Smyrna Beach LDR of Ordinances. In no event, shall noise emissions exceed the standards set forth in Chapter 21, New Smyrna Beach LDR of Ordinances.

(3.) Air Pollution

a. Visible Emissions. There shall not be discharged into the atmosphere, from any source, any air pollution in excess of the darkness limitations listed below. This shall include emissions of air pollutant of such opacity as to obscure an observer's view to a degree equal to, or greater than, do the visible emissions described below. In addition to the

foregoing, visible emissions of any kind at ground level past the lot line of the property on which the source of the emissions is located are prohibited. The darkness and/or opacity limitations are as follows: No. 1 on the Ringelmann Chart at all times, except upon determination that the emission contains less than one tenth pound of dry gases, adjusted to twelve percent carbon dioxide or fifty percent excess air.

b. Materials Handling. No person shall cause or permit any material to be handled, transported, or stored in a manner which allows or may allow particulate matter to become airborne.

c. Particulate Matter. There shall not be discharged into the atmosphere any particulate matter in excess of the quantities shown below:

(1) From refuse-burning equipment, per one thousand pounds of dry gases, adjusted to twelve percent CO2 or fifty percent excess air, sixty-five hundredths' pounds for capacities over two hundred pounds per hours. In any one-hour period this shall not exceed two hundred fifty pounds. Refuse shall not be burned in fuel-burning equipment.

(2) From fuel-burning equipment, six tenths pound per million BTU input for installation using less than ten million BTU per hour total input. For installations using more than ten million BTU per hour total input, the allowable particulate emission, in pounds per million BTU is determined by multiplying 8.58 times the input, in BTU per hour, raised to the minus 0.165 power (E=8.58 1-165).

d. Threshold Values. There shall not be discharged into the atmosphere any contaminant for which threshold limit values are listed for working atmosphere by the American Conference of Governmental industrial Hygienists in such quantity that the concentration of the contaminant at ground level at any point beyond the boundary of the property shall, at any time, exceed the threshold limit.

(4.) Odors

Any condition of operation which results in the creation of odors of such intensity and character as to be detrimental to the health and welfare of the public or which interferes unreasonably with the comfort of the public shall be removed, stopped, or so modified as to remove the odor.

(5.) Electromagnetic Radiation

The following standard shall apply:

a. General

It shall be unlawful to operate or cause to be operated, any planned or intentional source of electromagnetic radiation for such purposes as communication, experimentation, entertainment, broadcasting, heating, navigation, therapy, vehicle velocity measurement, weather survey, aircraft detection, topographical survey, personal pleasure, or any other use directly or indirectly associated with these present purposes which does not comply with the then current regulations of the Federal Communications Commission regarding such sources of electromagnetic radiation except that for all governmental agencies and government owned plants; the regulations of the Interdepartment Radio Advisory Committee shall take precedence over the regulations of the Federal Communications Commission regarding such sources of electromagnetic radiation. Further, said operation in compliance with the Federal Communications Commission or the interdepartmental Radio Advisory Committee regulations shall be unlawful if such radiation causes an abnormal degradation in performance of other electromagnetic radiators or electromagnetic receptors of quality and proper design because of proximity, primary field, blanketing, spurious reradiation, harmonic content, modulation or energy conducted by power or telephone lines. The determination of "abnormal degradation in performance" and "of quality and property design" shall be made in accordance with good engineering practices as defined in the latest principles and standards of the American Institute of Electrical Engineers, the Institute of Radio Engineers, and the Electronic Industries Association.

b. Electromagnetic Interference

For the purpose of these regulations, electromagnetic interference shall be defined as electromagnetic disturbances which are generated by the use of electrical equipment other than planned and intentional sources of electromagnetic receptors of quality and proper design. It shall be unlawful to operate, or to cause to be operated, any source of electromagnetic interference where the radiation or transmission from same violates the provisions of Section 4-8, Chapter 4, New Smyrna Beach LDR of Ordinances.

(6.) Fire and Explosion

All activities and storage of flammable and explosive materials at any location shall be provided with adequate safety and firef ighting devices in accordance with the Fire Prevention Code and other technical codes adopted by the City of New Smyrna Beach, State of Florida, and other appropriate governmental agencies.

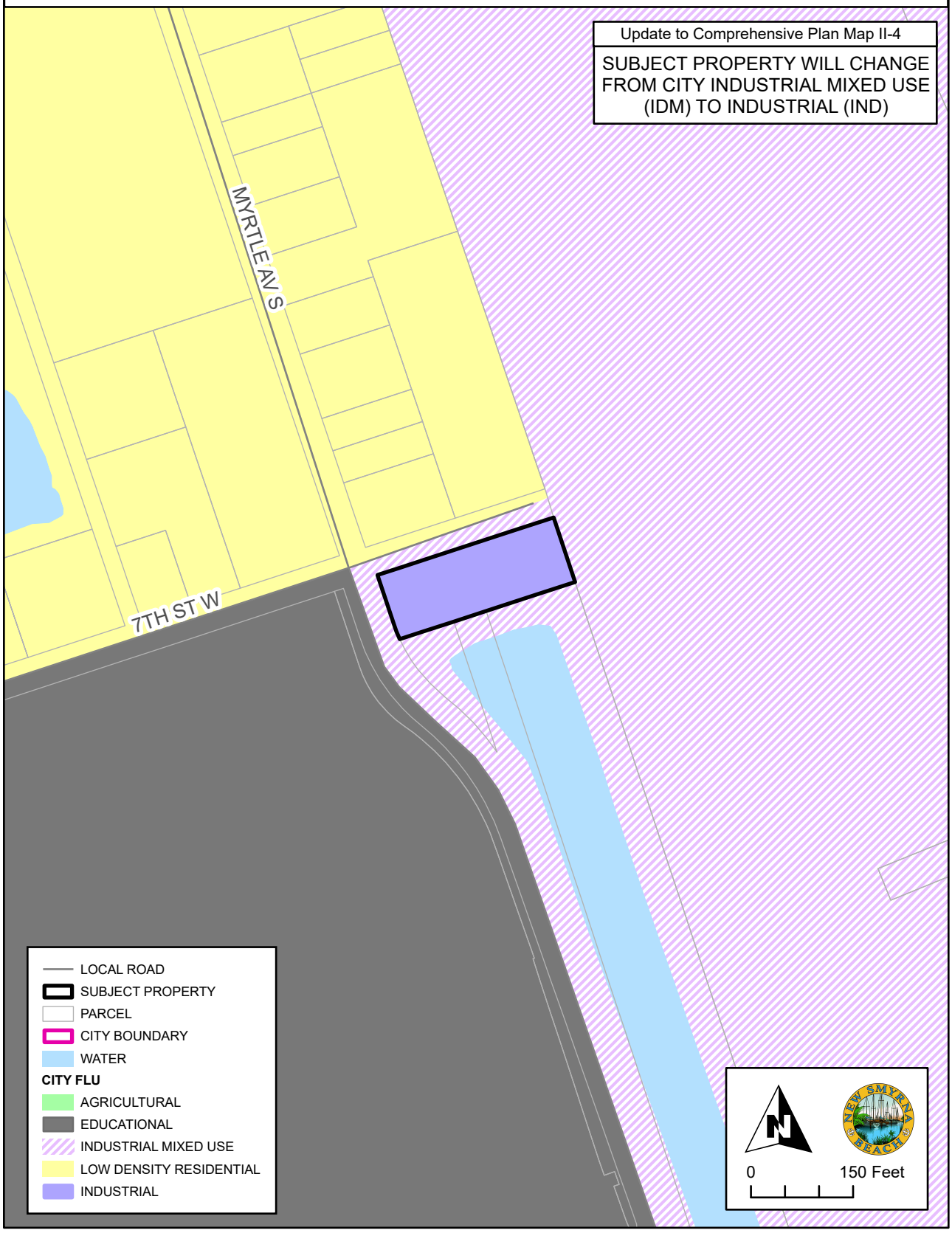
(7.) Radioactive Materials

The handling of radioactive materials, the discharge of such materials into the air and water, and the disposal of radioactive wastes, shall be in conformance with the regulations of the Atomic Energy Commission as set forth in the Title 10, Chapter One, Part 20, Standards for Protection Against Radiation, as amended, from time to time, and all applicable regulations of the State of Florida, and other appropriate governmental agencies.

(8.) Glare and Heat

No direct or sky-reflected glare, whether from floodlights, or from high temperature processes such as combustion or welding or otherwise, so as to be visible at the lot line, shall be permitted. There shall be no emission or transmission of heat or heated air so as to be discernible at the lot line and shall not exceed applicable governmental agency standards. In addition, all applicable requirements set forth in Chapter 4, New Smyrna Beach Code of Ordinances, shall also apply.

# CPA-1-25: S. MYRTLE AVENUE
# PROPOSED FUTURE LAND USE MAP

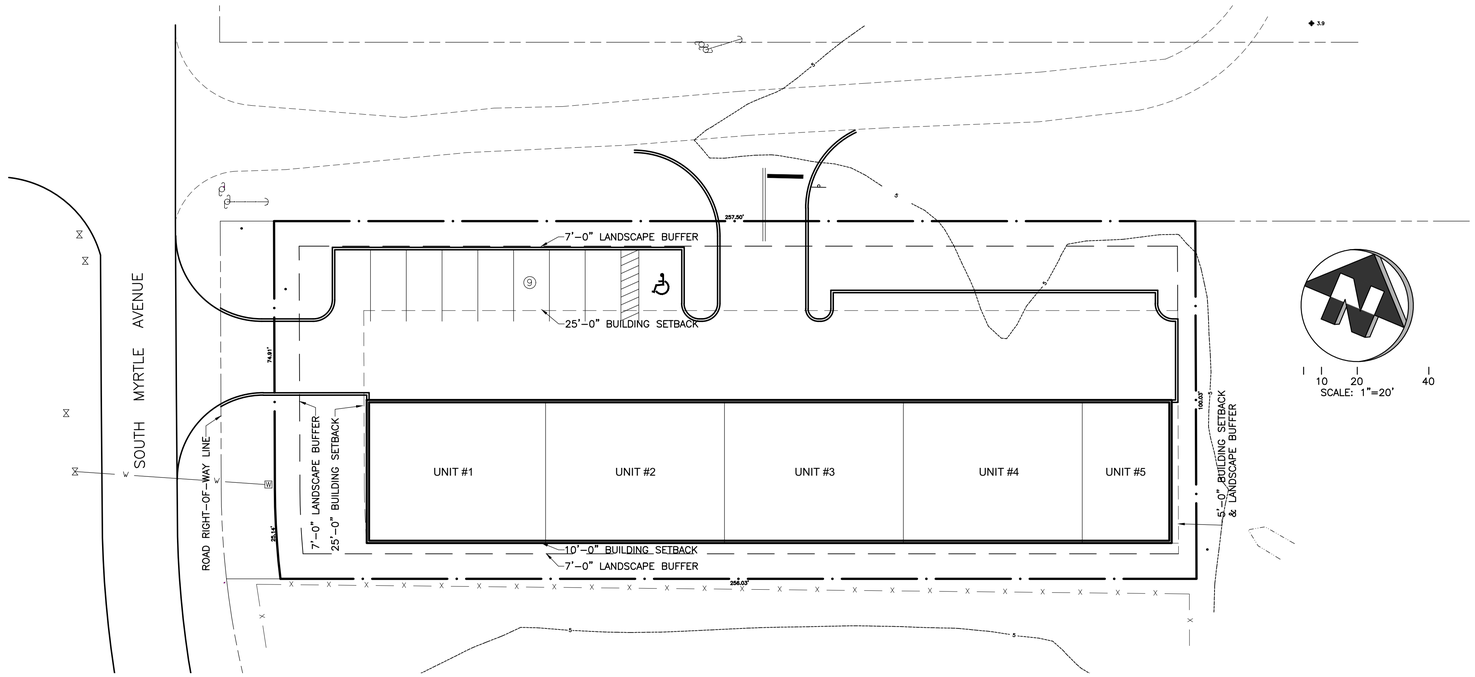


# FUTURE LAND USE

## INDUSTRIAL

Maximum allowed Floor Area Ratio (FAR): 2.0

Intent: This category is designed for activity predominantly connected with manufacturing, assembly, processing, packaging, research, or storage of products. Additional permitted used in such areas include warehousing, wholesale activity, machine repair, and construction that are not suitable for either residential or commercial districts. Adequate buffering should be provided from adjacent land uses; and transitional uses (such as office or commercial uses) should be provided between industrial and residential areas.




ZONING DATA

ANDERSON DIXON
ENGINEERING · PLANNING · PERMITTING

Exhibit I

December 12, 2024

| | |
|---|---|
| Client: | MOD 9304, LLC |
| | PID# 7449-01-20-0011 |
| ADDRESS: | MYRTLE AVENUE |
| | NSB, FL 32168 |
| TERRITORY: | NSB |
| Zoning Classification: | I-1 |

Zoning Setbacks:

| | | |
|---|---|---|
| Min Lot Sqft : | None | **SETBACKS** |
| Min Lot Width Ft | 75 Ft | West Front - 25 Ft |
| Min Lot Dept Ft | None | North Front - 25 Ft |
| Min Front Yard Ft | 25 Ft | East Side - 5 Ft |
| | | South Side - 10 Ft) |
| Min Rear Yard Ft | 15 Ft | |
| Min Side Yard Ft | 10 Ft / 25 Ft (Abutting Res) | |
| Max Height Ft | 35 FT or 50 FT | |
| Max % Bldg Cov | 50% | |
| Max % Imp. Cov | 75% | |
| Min Floor Area Sqft | | |
| Corner Lot (Y,N) | YES | |
| Major Road | YES | |

| | | |
|---|---|---|
| Comments: | Landscape Buffers - All front property lines & side/rear abutting Res. | |
| Landscape Buffers: | Front - | 7 Ft |
| | Side - | 7 Ft |
| | Rear - | 7 Ft |
| | with Fence for Residential Side | |
| Side Setbacks: | 10 Ft except abutting residential, then side is 25 Ft. | |
| Rear Setbacks: | 15 Ft except abutting residential, then side is 25 Ft. | |
| Railroad ROW: | 5 Ft side or rear is required adjacent railroad ROW, provided the site plan shows sufficient access for fire protection | |
| Max Height: | 50 Ft - all structures over 35 ft in height shall be setback from all yard requirements by 1 foot fo reach 2 feet over 35 Ft. | |

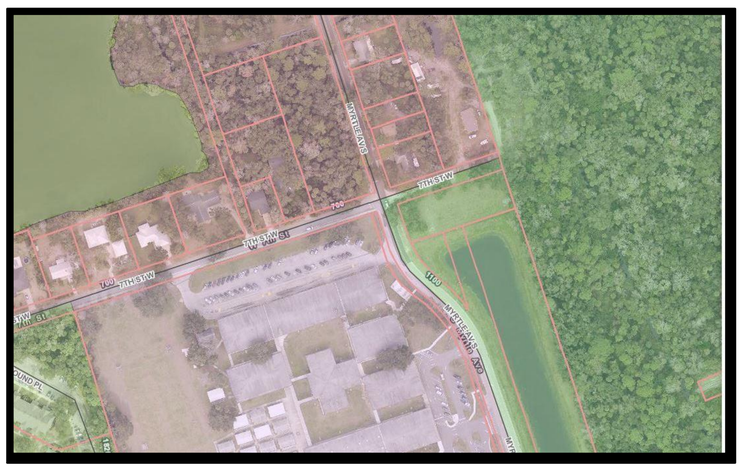
**MYRTLE AVENUE, NEW SMYRNA BEACH, FL**
**PID # 7449-01-20-0011**
**Location Map**




ANDERSON DIXON
ENGINEERING · PLANNING · PERMITTING

**MYRTLE AVENUE, NEW SMYRNA BEACH, FL**
**PID # 7449-01-20-0011**
**ZONING MAP**

**I-1 – Light Industrial**

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**MYRTLE AVENUE, NEW SMYRNA BEACH, FL**
**PIDs #8448-01-**
**FLOOD Map**




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DATE: 04-03-25

ANDERSON DIXON
ENGINEERING · PLANNING · PERMITTING
PHONE: (386) 428-5834 - FAX: (386) 409-3781

RICHARD J. DIXON, P.E.
PROFESSIONAL ENGINEER
FL. REG.# 47544
102 SOUTH ORANGE STREET
NEW SMYRNA BEACH, FL
32168 (386) 428-5834

# SETBACK EXHIBIT FOR:
# MYRTLE AVE. FLEX SPACE
## NEW SMYRNA BEACH, FL.

| REV. | DATE: | NOTES: |
|---|---|---|
| | | |

DRAFTER: DBA
CHECKED BY: RD
PROJECT NO. 24-1442

CLIENT: ODONNELL
MYRTLE AVE & WEST 7th ST.
NEW SMYRNA BEACH, FL.

SHEET NO.
EX-1

# Comprehensive Plan Review

**Future Land Use Element, Goal 2**

To promote, protect and improve the public health, safety, and general welfare by ensuring consistency, economic viability, and stewardship of the natural environment, through appropriate land uses and land development regulations.

**Objective 1**

Future Land Use Map: The City's continued growth shall be based upon the Future Land Use Map, which shall specify the desired development pattern for New Smyrna Beach through a land use category system that provides for the location, type, density, and intensity of development.

**Objective 2**

Land Development Regulations: Future growth and development will be managed through the use of the Land Development Regulations, in a manner consistent with the Future Land Use Map and Comprehensive Plan.

**Future Land Use Element, Goal 4**

Provide for high-quality commercial and industrial development so as to maintain the economic health of the City, and to increase the job opportunities, per capita income and convenience for its residents.

**Objective 1**

Maintaining Land for Non-residential Uses: Ensure that the amount of land already designation for non-residential uses does not decrease.

**Economic Development Element, Goal**

Promote and maintain orderly and diversified economic growth, increased employment, and investment opportunities, enhance, and promote relationships with the business community and stakeholders, while protecting quality of life through environmental sustainability to ensure competitiveness in today's economy.

Exhibit K

## PLAT OF BOUNDARY SURVEY OF

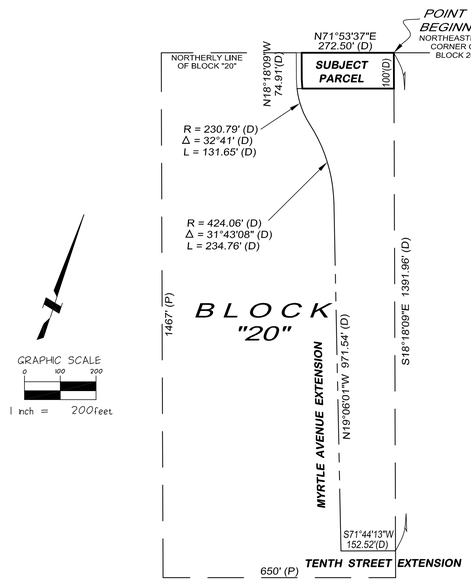
THE NORTHERLY 100 FEET, AS MEASURED ALONG THE EAST LINE, OF THE FOLLOWING DESCRIBED PARCEL:

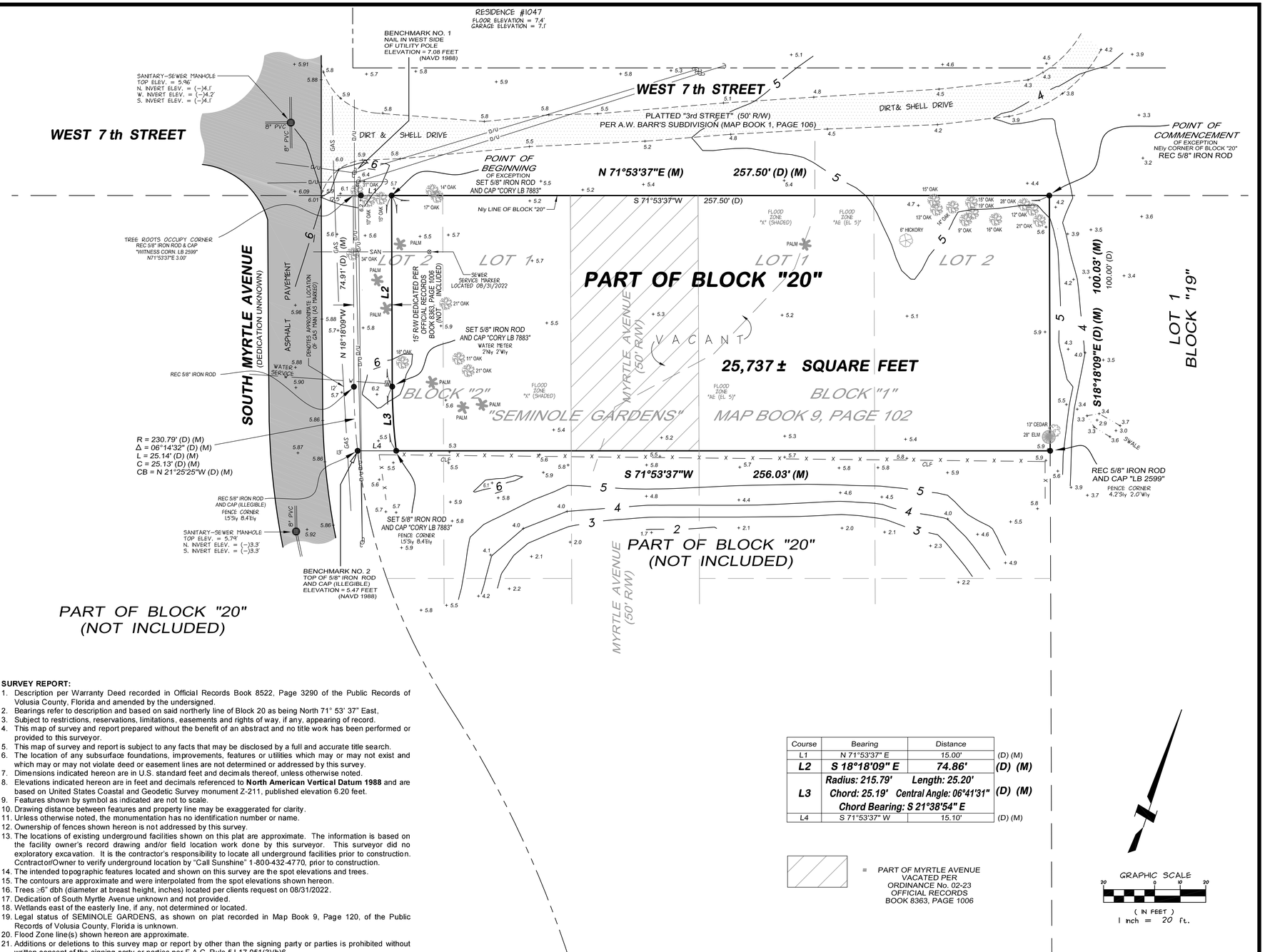
A PORTION OF BLOCK 20, LYING EASTERLY OF MYRTLE AVENUE EXTENSION AND NORTHERLY OF TENTH STREET EXTENSION, A.W. BARR'S SUBDIVISION OF THE SEYMOUR PICKETT GRANT AS SHOWN ON MAP IN MAP BOOK 1, PAGE 106, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID BLOCK 20; THENCE SOUTH 18° 18' 09" EAST, A DISTANCE OF 1391.96 FEET TO THE NORTHERLY LINE OF TENTH STREET EXTENSION, A 100 FOOT RIGHT-OF-WAY AS NOW LAID OUT; THENCE SOUTH 71° 44' 13" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 152.52 FEET TO THE EASTERLY LINE OF MYRTLE AVENUE EXTENSION; THENCE NORTH 19° 16' 01" WEST ALONG THE SAID EASTERLY LINE, A DISTANCE OF 971.54 FEET TO THE PC OF A CURVE; THENCE NORTHWESTERLY ALONG SAID CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A CENTRAL ANGLE OF 31° 43' 08", A RADIUS OF 424.06 FEET, AN ARC DISTANCE OF 234.76 FEET TO THE PRC OF A CURVE; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 32° 41', A RADIUS OF 230.79 FEET, AN ARC DISTANCE OF 131.65 FEET TO THE PT OF SAID CURVE; THENCE NORTH 18° 18' 09" WEST ALONG SAID EASTERLY LINE OF MYRTLE AVENUE, A DISTANCE OF 74.91 FEET TO THE NORTHERLY LINE OF SAID BLOCK 20; THENCE NORTH 71° 53' 37" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 272.50 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF BLOCK 20, A. W. BARR'S SUBDIVISION OF THE SEYMOUR PICKETT GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 106, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEASTERLY CORNER OF SAID BLOCK 20; THENCE SOUTH 71°53'37" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK 20, A DISTANCE OF 257.50 FEET FOR THE POINT OF BEGINNING, THENCE SOUTH 18° 18' 09" EAST, A DISTANCE OF 74.86 FEET TO A POINT OF CURVATURE; THENCE 25.20 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 215.79 FEET, A CENTRAL ANGLE OF 06° 41' 31" AND A CHORD OF 25.19 FEET THAT BEARS SOUTH 21° 38' 54" EAST; THENCE SCUTH 71° 53' 37" WEST, ALONG A LINE NON-TANGENT AND NON-RADIAL TO THE LAST DESCRIBED CURVE. A DISTANCE OF 15.10 FEET; THENCE 25.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE BEING NON-TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.79 FEET, A CENTRAL ANGLE OF 06° 14' 32" AND A CHORD OF 25.13 FEET WHICH BEARS NORTH 21° 25' 25" WEST TO A POINT OF TANGENCY; THENCE NORTH 18° 18' 09" WEST, A DISTANCE OF 74.91 FEET TO THE NORTHERLY LINE OF SAID BLOCK 20; THENCE NORTH 71° 53' 37" EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK 20, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.




## PART OF BLOCK "20" (NOT INCLUDED)

**SURVEY REPORT:**

1. Description per Warranty Deed recorded in Official Records Book 8522, Page 3290 of the Public Records of Volusia County, Florida and amended by the undersigned.
2. Bearings refer to description and based on said northerly line of Block 20 as being North 71° 53' 37" East,
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
4. This map of survey and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
5. This map of survey and report is subject to any facts that may be disclosed by a full and accurate title search.
6. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
7. Dimensions indicated hereon are in U.S. standard feet and decimals thereof, unless otherwise noted.
8. Elevations indicated hereon are in feet and decimals referenced to **North American Vertical Datum 1988** and are based on United States Coastal and Geodetic Survey monument Z-211, published elevation 6.20 feet.
9. Features shown by symbol as indicated are not to scale.
10. Drawing distance between features and property line may be exaggerated for clarity.
11. Unless otherwise noted, the monumentation has no identification number or name.
12. Ownership of fences shown hereon is not addressed by this survey.
13. The locations of existing underground facilities shown on this plat are approximate. The information is based on the facility owner's record drawing and/or field location work done by this surveyor. This surveyor did no exploratory excavation. It is the contractor's responsibility to locate all underground facilities prior to construction. Contractor/Owner to verify underground location by "Call Sunshine" 1-800-432-4770, prior to construction.
14. The intended topographic features located and shown on this survey are the spot elevations and trees.
15. The contours are approximate and were interpolated from the spot elevations shown hereon.
16. Trees ≥6" dbh (diameter at breast height, inches) located per clients request on 08/31/2022.
17. Dedication of South Myrtle Avenue unknown and not provided.
18. Wetlands east of the easterly line, if any, not determined or located.
19. Legal status of SEMINOLE GARDENS, as shown on plat recorded in Map Book 9, Page 120, of the Public Records of Volusia County, Florida is unknown.
20. Flood Zone line(s) shown hereon are approximate.
21. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
22. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

CERTIFIED TO: MOD 9304, LLC

| Course | Bearing | Distance | |
|---|---|---|---|
| L1 | N 71°53'37" E | 15.00' | (D) (M) |
| **L2** | **S 18°18'09" E** | **74.86'** | **(D) (M)** |
| **L3** | **Radius: 215.79' Length: 25.20' Chord: 25.19' Central Angle: 06°41'31" Chord Bearing: S 21°38'54" E** | | **(D) (M)** |
| L4 | S 71°53'37" W | 15.10' | (D) (M) |

= PART OF MYRTLE AVENUE VACATED PER ORDINANCE No. 02-23 OFFICIAL RECORDS BOOK 8363, PAGE 1006




### BURIED UTILITIES NOTE

BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM UTILITY COMPANIES AND FIELD EVIDENCE. OTHER BURIED UTILITIES MIGHT EXIST ON THE SUBJECT SITE WHICH ARE NOT SHOWN ON THIS DRAWING. USE EXTREME CAUTION DURING EXCAVATION PROCEDURES AND CONTACT SUNSHINE STATECONE. ● 1-800-432-4770 FOR EXACT LOCATION OF BURIED FACILITIES PRIOR TO EXCAVATION OPERATIONS.

CALL BEFORE YOU DIG...
1-800-432-4770
UTILITIES PROTECTION CENTER
IT'S THE LAW

CADD FILE: 2412023

| TYPE | SURVEY DATE | WORK ORDER # | P.C. | CALC. | DRAFT | CHECKED |
|---|---|---|---|---|---|---|
| BOUNDARY SURVEY | 02/13/2025 | 24-12-023 | JWC/BTC | J.W.C. | BTC/JWC | D.W.C. |
| TOPOGRAPHIC SURVEY | 02/1232025 | 24-12-023 | JWC/BTC | J.W.C. | BTC/JWC | D.W.C. |

| TYPE | DATE | WORK ORDER # | --- | CALC. | DRAFT | CHECKED |
|---|---|---|---|---|---|---|

### LEGEND & ABBREVIATIONS

● = DENOTES 5/8" IRON ROD W/ CAP " LB #2599" UNLESS OTHERWISE NOTED
○ = DENOTES IRON PIPE UNLESS OTHERWISE NOTED
□ = DENOTES CONCRETE MONUMENT UNLESS OTHERWISE NOTED
EMT = ELECTRICAL METAL TUBING
FND = FOUND
REC = RECOVERED
N(Y) = NORTHING COORDINATE VALUE
E(X) = EASTING COORDINATE VALUE
LB = LICENSED BUSINESS
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
F.I.R.M. = FLOOD INSURANCE RATE MAP
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
C.C.C.L. = COASTAL CONSTRUCTION CONTROL LINE
U.S.C.&G.S. = UNITED STATES COAST & GEODETIC SURVEY
Δ = DELTA
R = RADIUS OR RANGE
L = ARC LENGTH
C = CHORD
CB = CHORD BEARING
T = TANGENT OR TOWNSHIP
(R) = RADIAL
(NR) = NON-RADIAL
(NT) = NON-TANGENT
PC = POINT OF CURVATURE OR PARTY CHIEF
PT = POINT OF TANGENCY
(P) = PLAT
(D) = DESCRIPTION
(M) = MEASURED
(C) = CALCULATED (CALC)
(PR) = PRORATED
(G) = GRID
O.R. = OFFICIAL RECORD BOOK
M.B. = MAP BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
W = WATER METER
T = TELECOMMUNICATIONS (TELE) RISER
F.F. = FINISHED FLOOR ELEVATION
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
T.B.M. = TEMPORARY BENCHMARK
+0.0 = EXISTING ELEVATION (ELEV)
P.R.M. = PERMANENT REFERENCE MONUMENT
P.C.P. = PERMANENT CONTROL POINT
= POWER POLE
= GUY WIRE
O/U = OVERHEAD UTILITIES
A/C = AIR CONDITIONER
CLF = CHAIN-LINK FENCE
BWF = BARBED WIRE FENCE
AC. = ACRES
R/W = RIGHT-OF-WAY
℄ = CENTER LINE
CONC = CONCRETE (CONC)
S = CONCRETE STOOP
-SAN- = SANITARY SEWER SERVICE

### CERTIFICATE OF AUTHORIZATION NUMBER LB 2599

I hereby certify that this survey map and report of the subject property is true and correct to the best of my knowledge, information and belief as surveyed in the field under my supervision on the dates shown hereon. I further certify that this survey map and report meets the Standards of Practice set forth in F.A.C. Rule 61G17-6, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

*DANIEL W. CORY P.S.M. NO. 2027*
*JEFFREY W. CORY P.S.M. NO. 4139*

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE(S) "X" (SHADED) & "AE (EL 5)"
THIS LOCATION IS DETERMINED FROM F.I.R.M. COMMUNITY PANEL 125132 0543 J MAP REVISED 09/29/2017


**DANIEL W. CORY**
**SURVEYOR, LLC**
**300 CANAL STREET**
**NEW SMYRNA BEACH, FLORIDA 32168**
**(386) 427-9575**
**FAX (386) 427-1783**
web site: corysurveyor.com


**PREPARED FOR:** MOD 9304, LLC

**SCALE 1" =** 20' **FILE #** 1521

This Document Prepared by:

Glenn D. Storch, P.A.
420 South Nova Road
Daytona Beach, Florida 32114

---

# DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this ____ day of _____, 20___ by **MOD 9304, LLC**, a Florida limited liability company, whose address is 1217 Commodore Drive, New Smyrna Beach, FL 32168 (hereinafter "Declarant").

RECITALS

WHEREAS, Declarant is the record title holder and fee simple owner of that certain 0.59 +/- acres of real property, Parcel ID Number 7449-01-20-0011, more particularly described in Exhibit "A", attached hereto and made a part hereof (hereinafter the "Property"); and

WHEREAS, _____, is the record title holder and fee simple owner of that certain parcel of real property at _____, New Smyrna Beach, FL 32168, Parcel ID Number _____ (hereinafter the "_____ Parcel"); and

WHEREAS, _____ is the record title holder and fee simple owner of that certain parcel of real property at _____, New Smyrna Beach, FL 32168, Parcel ID Number _____ (hereinafter the "_____ Parcel"); and

WHEREAS, Declarant desires to place restrictive covenants on the Property to prohibit certain uses on the Property that are generally permitted in the Light Industrial District (I-1) zoning classification, as defined in the City of New Smyrna Beach's Land Development Regulations.

NOW, THEREFORE, Declarant hereby declares that the Property shall be encumbered by the following restrictive covenants under the terms and conditions more particularly set forth below:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Restrictions on Use. The following uses, as defined in the City of New Smyrna Beach's Land Development Regulations, are hereby prohibited on the Property, as more particularly described in Exhibit "A" attached hereto and made a part hereof:

    Adult entertainment establishment
    Animal hospital with kennels
    Automobile repair
    Boat building, repair and sales
    Machine shops
    Paint and body shops
    Recycling centers
    Service stations

Notwithstanding the foregoing, repair and maintenance of automobiles by their owners for personal use within private garages shall be permitted. It is specifically stated that any and all uses of the Property shall comply with the standards for avoidance of air pollution (noxious fumes, smoke and particulate matter) and odors set forth in the Light Industrial District (I-1) zoning classification requirements of the City's Land Development Regulations.

3. Duration. The restrictive covenants set forth herein shall run with and bind the Property, Declarant and its successors and assigns in interest to the Property in perpetuity.

4. Enforcement. The restrictive covenants set forth herein shall inure to the benefit of and be enforceable by the Declarant and the owners of the _____ Parcel and the _____ Parcel, as well as their collective successors and assigns, who may enforce this Declaration by any proceeding at law or in equity against any persons or entities violating or attempting to violate the provisions of this Declaration. Venue for purposes of any claim, action, litigation or proceeding under this Declaration shall be Volusia County, Florida. Failure to enforce the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. In the event an action is brought for the purpose of enforcing the provisions contained in this Declaration, it is expressly understood and agreed that the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees, from the non-prevailing party.

5. Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provision of this Declaration, which shall remain in full force and effect.

6. Recording. This Declaration shall be recorded in the Public Records of Volusia County, Florida.

[Signatures on following page.]

IN WITNESS WHEREOF, Declarant has caused these presents to be executed as of the date and year first written above.

Signed, sealed and delivered
in our presence as witnesses:

Signature: _____
Printed Name: _____
Address: _____
_____

Signature: _____
Printed Name: _____
Address: _____
_____

**MOD 9304, LLC**, a Florida limited liability company

By: _____
Michael J. O'Donnell, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___ by Michael J. O'Donnell, as Manager of MOD 9304, LLC, a Florida limited liability company, who is ☐ personally known to me or ☐ who has produced _____ as identification and who did not take an oath.

_____
NOTARY PUBLIC

Type, print or stamp name:
Commission No.:

**EXHIBIT "A"**

**PROPERTY**

THE NORTHERLY 100 FEET, AS MEASURED ALONG THE EAST LINE, OF THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF BLOCK 20, LYING EASTERLY OF MYRTLE AVENUE EXTENSION AND NORTHERLY OF TENTH STREET EXTENSION, A. W. BARR'S SUBDIVISION OF THE SEYMOUR PICKETT GRANT AS SHOWN ON MAP IN MAP BOOK 1, PAGE 106, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID BLOCK 20; THENCE SOUTH 18°18'09" EAST, A DISTANCE OF 1391.96 FEET TO THE NORTHERLY LINE OF TENTH STREET EXTENSION, A 100 FOOT RIGHT-OF-WAY AS NOW LAID OUT; THENCE SOUTH 71°44'13" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 152.52 FEET TO THE EASTERLY LINE OF MYRTLE AVENUE EXTENSION; THENCE NORTH 19°16'01" WEST ALONG THE SAID EASTERLY LINE, A DISTANCE OF 971.54 FEET TO THE PC OF A CURVE; THENCE NORTHWESTERLY ALONG SAID CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A CENTRAL ANGLE OF 31°43'08", A RADIUS OF 424.06 FEET, AN ARC DISTANCE OF 234.76 FEET TO THE PRC OF A CURVE; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 32°41', A RADIUS OF 230.79 FEET, AN ARC DISTANCE OF 131.65 FEET TO THE PT OF SAID CURVE; THENCE NORTH 18°18'09" WEST ALONG SAID EASTERLY LINE OF MYRTLE AVENUE, A DISTANCE OF 74.91 FEET TO THE NORTHERLY LINE OF SAID BLOCK 20; THENCE NORTH 71°53'37" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 272.50 FEET TO THE POINT OF BEGINNING.

# 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 40-25, SSCPA W. 7th & S. Myrtle from Industrial Mixed Use to Industrial |

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance changes the future land use map for .6+/- acre property at the corner of W. 7th St. and Myrtle Ave. from Industrial Mixed to Industrial.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
None

4. Additional information the governing body deems useful (if any):

# ORDINANCE NO. 40-25

**AN ORDINANCE AMENDING THE CITY OF NEW SMYRNA BEACH COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF .6± ACRES OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF WEST 7TH STREET AND SOUTH MYRTLE AVENUE, FROM CITY *INDUSTRIAL MIXED USE* TO CITY *INDUSTRIAL;* PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.**

***WHEREAS,*** Glenn D. Storch, Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114, applicant on behalf of MOD 9304 LLC, 1217 Commodore Drive, 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 .6± acres of property located at the southeast corner of West 7th Street and South Myrtle Avenue, from City *Industrial Mixed Use* to City *Industrial*; 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 June 2, 2025, voted 5-0 to recommend that the City Commission approve the proposed plan amendment; 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 *Industrial Mixed Use* to City *Industrial.*

**SECTION 2:** ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance at 6:30 p.m. on August 12, 2025, 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:** 7/11/2025

# CPA-1-25: S. MYRTLE AVENUE
# PROPOSED FUTURE LAND USE MAP



**THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT**

**ORDINANCE NO. 45-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED AT A SECOND READING AND PUBLIC HEARING, WOULD APPROVE A PROPOSED TEXT AMENDMENT, TO THE CITY'S LAND DEVELOPMENT REGULATIONS, TO PROHIBIT ADVERTISING OF UNPERMITTED USES IN A ZONING DISTRICT.**

**July 22, 2025**

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**Background:**

**Applicant:** City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168

**Request:** To add a new regulation under Section 504.00.S, to restrict advertisement on any platform for any use that has not been permitted or approved.

**Exhibits used in this report:**

Exhibit A: Proposed regulation

**Findings:**

The City Code Compliance department of the City of New Smyrna Beach has requested language be inserted in the City Land Development Regulations to assist the Code Compliance Officer with regulating advertisements of uses within the city that have not been permitted or approved in any zoning district.

The Planning Department with assistance from the City Attorney's office, have proposed a minor change to Section 504.00, District Regulations and requirements. See **Exhibit A.**

**Recommendations:**

At its regular scheduled meeting on July 7, 2025, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested Land Development Regulation amendment.

The Planning Department is recommending the City Commission to **approve** the proposed language in the Land Development Regulations.

**Fiscal Analysis:**

N/A

**Strategic Plan Item:**

No

Staff Report Created By: Shane Corbin - Developmental Services Director

**Attachments:**

Exhibit A Proposed Regulation.pdf
Business Impact Estimate - Ord 45-25 LDR Prohibiting Advertisement of Unpermitted Uses.pdf
Ord. No. 45-25 LDR Prohibiting Advertisement of Unpermitted Uses.pdf

**504.00. District regulations and requirements.**

504.01. *General regulations.*

A. No building, structure, or land, shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.

B. Uses not designated as permitted by right or subject to additional conditions in a district shall be prohibited from that district. Special exceptions are permitted subject to additional regulations imposed. The special exceptions may be approved only by the city commission following proper application as described within this LDR. Additional uses may be added to this LDR by amendment.

C. In any business district, more than one structure housing a permitted principal use may be erected on a single commercial lot, provided that yard and other requirements of this LDR shall be met for each structure and the total lot.

D. The maximum density on a residential project shall be computed by multiplying the Net Acreage of the site, as defined in Section 201.00, by the number of allowable units per acre. In addition, on sites containing wetlands, the total number of allowable residential units on a project may be increased by one dwelling unit per 10 acres of wetlands.

E. Where the density calculation results in a fraction that is 0.50 or greater, the number is rounded up (e.g. 12.6 = 13 units). Fractions lower than 0.50 are rounded down (e.g. 12.4 = 12 units).

F. The density calculation described above provides the maximum number of dwelling units that may be built on a site. However, the development is not guaranteed to attain that maximum density. The application of other development standards may substantially decrease the lot yield for a specific site.

G. No yard or lot existing at the time of passage of this LDR shall be reduced in dimension or area below the minimum requirements set forth herein. Yards or lots

created after the effective date of this LDR shall meet at least the minimum requirements established by this LDR.

H. No part of a yard, or other open space, or off-street parking or loading space required about or in conjunction with any building for the purpose of complying with this LDR shall be included as part of a yard, open space, or off street parking or loading space similarly required for any other building.

I. All buildings shall be placed on lots or mobile homes on lots or spaces, in a manner that provides safe and convenient access for servicing, fire protection and required off-street parking.

J. The height limitations contained in the schedule of district regulations do not apply to spires, belfries, cupola, antennas, water tanks, ventilators, chimneys or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.

K. Lots platted or created prior to the effective date of this LDR having less width, depth and area than required in their zoning district but having no less than 90 percent of the width, depth and area shall be considered conforming with the requirements of this LDR.

L. Any lot platted or created prior to the effective date of this LDR which meets two of the three size requirements of width, depth and area and which meet no less than 85 percent of the third requirement shall be considered a nonconforming lot but shall be considered buildable.

M. The number of residential and hotel/motel units and the percentage of building coverage and impervious lot coverage allowed on oceanfront property shall be calculated by using only the land zoned for residential or hotel/motel use. The applicant must demonstrate, by evidence of clear title, that the upland property is under its control and has not been dedicated or reserved for a public use including, but not limited to, recreational, right-of-way or park use; is not submerged by ocean, natural lake, natural pond or other natural waters, and is not subject to a deed restriction.

N. Short term rental (less than 30 days) of a dwelling unit is permitted only in the designated areas and zoning districts indicated below:

East of the Intracoastal Waterway Zoning districts: R-3A east of Atlantic Avenue, R-4, R-5, R-6, B-4, M-U, and BBH

East of the Intracoastal Waterway and south of Third Avenue Zoning districts: R-2A

West of the Intracoastal Waterway Zoning districts: M-U, BBH

O. Front yard setbacks shall be calculated from the future right-of-way line as indicated in the Traffic Circulation Element, Table III-2, for property located along the rights-of-way listed in Table III-2 of the comprehensive plan or the setback required in the respective district, whichever is greater.

P. No single-family residential lot may contain more than one principal structure and no residential lot may contain more than one principal use.

Q. Walkways on private property that are five feet in width or less may be located as close as one foot from side and rear property lines, such that there is no dedicated drainage easement present or negative impacts to drainage.

R. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to maintain all areas within the right-of-way which do not contain the road, curb, or sidewalk to maintain the sod or other approved materials approved by the city engineer.

S. ~~Reserved.~~[1] Advertisement on any platform for any use that has not been permitted or approved in any Zoning District is strictly prohibited.

# 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 45-25, Sec. 504.01(S), prohibiting the advertisement of unpermitted uses in a zoning district. |

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance prohibits the advertisement of unpermitted uses in a zoning district which will be beneficial to the welfare of residents of who live next to properties being used improperly.

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. These uses are not permitted, so there should be no negative impact. City will use this ordinance in enforcing the City's ordinances.

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):

This ordinance will help ease the living situations of citizens who live next to properties that are being improperly used for various uses, including short-term rentals.

# ORDINANCE NO. 45-25

**AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE V, ZONING DISTRICTS, 504.00, DISTRICT REGULATIONS AND REQUIREMENTS, TO ADD SECTION 504.01(S) PROHIBTING THE ADVERTISEMENT OF ANY USE NOT PERMITTED IN THE ZONING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

***WHEREAS***, the City of New Smyrna Beach, Florida, has the authority to regulate land use and zoning within its municipal boundaries pursuant to Chapter 166, Florida Statutes, and other applicable law; and

***WHEREAS***, the City's Land Development Regulations are intended to promote the public health, safety, and general welfare of the community through the orderly and consistent development of land; and

***WHEREAS***, the City Commission finds that the advertisement of uses not permitted within specific zoning districts undermines the integrity of the zoning code and can result in public confusion and noncompliance; and

***WHEREAS***, the City has observed a growing number of properties advertising short-term rentals in zoning districts where such uses are expressly prohibited; and

***WHEREAS***, in the recent case of Robert Canton, et. al. v. Hillsborough County, Case No. 20-CA-3272, the 13th Judicial Circuit Civil Appellate Division held that an attempt by a code enforcement officer to make an online reservation for fewer than seven consecutive days was insufficient, on its own, to establish a violation of applicable zoning regulations; and

***WHEREAS***, regulating the advertisement of short-term rentals in zoning districts where such uses are not permitted will enhance the City's ability to enforce its zoning regulations and provide code compliance officers with an additional tool to aid in establishing competent substantial evidence of short-term rental violations; and

***WHEREAS***, prohibiting these advertisements for unpermitted uses helps ensure land is used in accordance with approved zoning district regulations and supports the enforcement of the City's development standards; and

***WHEREAS,*** the City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, has requested administrative text amendments to the Land Development Regulations, Article V, Zoning Districts, to add Section 504.01(S), prohibiting the advertisement of uses not permitted in the zoning district; and

***WHEREAS,*** the Planning and Zoning Board, at its regular meeting on July 7, 2025, by a vote of 7-0, recommended that the City Commission approve the text amendment; and

***WHEREAS,*** the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as described herein.

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

**SECTION 1:** ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article V, Zoning Districts, Section 504.00, District regulations and requirements, Section 504.01, General Regulations, is hereby amended to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

**ARTICLE V. ZONING DISTRICTS**

. . .

**504.00. Districts regulations and requirements.**

504.01. *General Regulations*

S. ~~Reserved.~~ [1] Advertising for any use that is not permitted in a zoning district is strictly prohibited.

. . .

**SECTION 2:** ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved.

**SECTION 3:** ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on August 12, 2025, in the City Commission Chamber, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

**SECTION 4:** ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

**SECTION 5:** ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

**SECTION 6:** ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**SECTION 7:** ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

**APPROVED AS TO FORM AND CORRECTNESS:**

Carrie Avallone

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

**DATE:** 7/10/2025

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

**BOARD VACANCY NOTICE: HISTORIC PRESERVATION COMMISSION**

**July 22, 2025**

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**Background:**

The Historic New Smyrna Beach Preservation Commission is responsible for protecting and preserving the city's historic buildings, landmarks, districts, and archaeological sites. The commission is a part of the local government's broader effort to maintain the cultural heritage of the community. Its establishment is in alignment with national and state preservation goals, including the National Historic Preservation Act, which encourages local governments to engage in preserving historic resources.

**Findings:**

The Historic Preservation Commission is composed of 7 members, who must be residents of New Smyrna Beach, with up to 3 members allowed from the annexation area. Members are appointed by the city commission for staggered 3-year terms, with vacancies filled within 60 days.

The commission must include a balance of professional and lay members. Professional members should have expertise in fields such as architecture, history, archaeology, urban planning, or cultural studies. Lay members must demonstrate a special interest or experience in historic preservation.

**Fiscal Analysis:**

N/A

**Strategic Plan Item:**

No

Staff Report Created By: Sharon Taylor-Harding

**Attachments:**

Historic Preservation Commission Roster - July 2025.pdf

City of New Smyrna Beach, FL

# Historic Preservation Commission

**Board Roster**

## Katie L Kaufman

1st Term Jun 28, 2022 - May 14, 2025

**Email** ktphoto@aol.com
**Home Phone** Home: (407) 808-1606
**Address**
402 Faulkner Street
New Smyrna Beach, FL 32168

**Appointing Authority** City Commission
**Category** Architectural Professional

## Terry L Bledsoe

2nd Term Dec 12, 2023 - May 14, 2026

**Email** terrybledsoensb@gmail.com
**Home Phone** Home: (386) 410-5657
**Alternate Phone** Mobile: (407) 920-9381
**Address**
828 E 12th Ave
New Smyrna Beach, FL 32169

**Appointing Authority** City Commission
**Category** Special Interest History & Architecture

## Angeline Barretta Herman

3rd Term May 15, 2024 - May 14, 2027

**Email** a9barrettahe@stthomas.edu
**Home Phone** Mobile: (651) 210-7187
**Address**
108 Esther Street
New Smyrna Beach, FL 32169

**Appointing Authority** City Commission
**Category** Special Interest History & Architecture

## Walter Bone

1st Term Apr 23, 2024 - May 14, 2027

**Email** wbone63@gmail.com
**Home Phone** Home: (423) 956-7934
**Alternate Phone** Home: (423) 956-7934
**Address**
607 DOWNING STREET
NEW SMYRNA BEACH, FL 32168

**Category** Architectural Professional

## Stephanie Thomas-rees

2nd Term May 15, 2024 - May 14, 2027

**Email** stephanie.rees@apawood.org
**Home Phone** Mobile: (386) 846-7188
**Alternate Phone** Business: (386) 871-0639
**Address**
2091 WATERFORD ESTATES DR
New Smyrna Beach, FL 32168

**Appointing Authority** City Commission
**Position** Chair
**Category** Architectural Professional

## Vacancy

**Appointing Authority** City Commission

## Vacancy

**Appointing Authority** City Commission

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

**BOARD VACANCY NOTICE: UTILITIES COMMISSION**

**July 22, 2025**

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**Background:**

The Utilities Commission is a five-member board established under Section 8.01 of the City Charter. It is responsible for managing, operating, and controlling all of the city's utilities, including the authority to employ necessary personnel and adopt operational rules.

**Membership Requirements**

Per Section 8.03:

- Each commissioner must be a qualified elector and freeholder in New Smyrna Beach.
- No employee or elected/appointed officer of the city may serve.
- No commissioner may serve more than three consecutive term

**Appointment and Vacancy Process**

As outlined in Section 8.02:

- Members are appointed by the City Commission for three-year terms.
- Vacancies due to resignation, death, or removal are filled by the City Commission for the remainder of the unexpired term.
- A commissioner may be removed by majority vote of the City Commission for malfeasance, misfeasance, nonfeasance, felony conviction, or by recommendation of a majority of the Utilities Commissioners

**Fiscal Analysis:**

None.

**Strategic Plan Item:**

No

Staff Report Created By: Sharon Taylor-Harding

**Attachments:**

Utilities Commission Board Roster - July 2, 2025.pdf

City of New Smyrna Beach, FL

# Utilities Commission

**Board Roster**

## James R Davenport

3rd Term Sep 13, 2022 - Sep 07, 2025

**Email** buddy@buddydavenport.com
**Home Phone** Home: (386) 405-0681
**Alternate Phone** Business: (386) 426-2886
**Address**
106 Grandview Drive
New Smyrna Beach, FL 32168

**Appointing Authority** City Commission
**Position** Chair

## Lillian Conrad

2nd Term Sep 13, 2022 - Sep 07, 2025

**Email** lconrad@conradcc.com
**Home Phone** Home: (813) 787-8662
**Alternate Phone** Business: (386) 409-7881
**Address**
2700 North Peninsula Avenue #416, New Smyrna Beach, FL 32169
P.O. Box 1359
Edgewater, FL 32132

**Appointing Authority** City Commission
**Position** Secretary-Treasurer

## James Smith

2nd Term Sep 12, 2023 - Sep 07, 2026

**Email** flajimster@gmail.com
**Home Phone** Home: (386) 689-6072
**Address**
414 Florida Avenue
New Smyrna Beach, FL 32169

**Appointing Authority** City Commission
**Position** Asst. Secretary-Treasurer

## Richard K Hawes

2nd Term Sep 08, 2024 - Sep 08, 2027

**Email** rick@oceansidepwm.com
**Home Phone** Home: (248) 660-3934
**Address**
809 Silk Oak Ct
New Smyrna Beach, FL 32168

**Appointing Authority** City Commission
**Position** Asst. Secretary-Treasurer

## Lawrence J Kelly

2nd Term Sep 08, 2024 - Sep 08, 2027

**Email** lkelly@ritcheyautos.com
**Home Phone** Business: (386) 547-4464
**Address**
2808 Paradiso Court
New Smyrna Beacj, FL 32168

**Appointing Authority** City Commission
**Position** Commissioner

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

**CITY CLERK'S REPORT**

**July 22, 2025**

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**Background:**

The City Clerk's Office would like to share the following meeting dates:

- City Commission Budget Workshop - Wednesday, August 5, 2025, at 9:00 am.
- City Commission Regular Meeting - Tuesday, August 12, 2025, at 6:30 pm.
- City Commission Regular Meeting - Tuesday, August 26, 2025, at 6:30 pm.

**Fiscal Analysis:**

None.

**Strategic Plan Item:**

No

Staff Report Created By: Sharon Taylor-Harding