City Commission Regular
Tuesday, September 13, 2022 at 6:30 PM

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

1. OPENING OF MEETING

1.A. Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Pete Carter will give the invocation. Mayor Owen will lead those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Team Volusia Economic Development Corporation Presentation

4.B Volusia Business Resources Presentation

5. PUBLIC PARTICIPATION

In accordance with Resolution No. 32-13, citizens are provided the opportunity to address the City Commission regarding any topic, for up to three minutes.

6. CONSENT AGENDA

6.A Consider the adoption of the City Commission Workshop Minutes from August 18, 2022 and August 30, 2022, CRA Minutes from August 23, 2022

and City Commission Regular Meeting Minutes from August 23, 2022.

6.B Resolution No. 46-22: Consider the adoption of a Resolution, which if adopted, would authorize a rate increase requested by Waste Pro based on the CPI-U from July, 2022 of 4% for Residential Curbside Recycling Collection.

6.C Resolution No. 47-22 : Consider the adoption of a Resolution, which if adopted, would authorize a rate increase requested by Waste Pro based on the CPI-U from July, 2022 of 4% for Solid Waste, Vegetative Yard Waste, and Bulk Waste Collection and Disposal.

6.D Resolution No. 48-22: Consider the adoption of a Resolution, which if adopted, would amend the FY 2021-2022 budget.

6.E Resolution No. 49-22: Consider the adoption of a Resolution, which if adopted, would transfer the deed of properties listed as CRA property but legally belong to the City.

6.F Consider the approval of an Interlocal Agreement between the City of New Smyrna Beach and the Florida Forest Service.

6.G Consider the approval to add the Fuel Master System to the Golf Course and the Sports Complex.

6.H Consider the approval of a Letter of Intent for the purchase of nine (9) PD Interceptors, two (2) PD Admin SUV's and one (1) Ford F-450 Bucket Truck.

6.I Consider the approval of the Byrdson Services, LLC Construction Contract - Elevate 3 Homes

6.J Consider the approval of a grant request to waive the rental fee of the Brannon Center for the Westside Community Partners Blues Concert Event 2022.

6.K Consider the approval of the FY 22-23 Team Volusia Economic Development Corporation (EDC) Economic Development Cooperative Agreement with the City of New Smyrna Beach.

6.L Consider the approval of a City of New Smyrna Beach Community Redevelopment Agency (CRA) Small- Scale Commercial Facade/Property

Improvement Grant Award of $5,125 to Thai Mango LLC for a project located at 705 N. Dixie Freeway, New Smyrna Beach.

6.M Special Event: Consider the approval of the Canal Street Nights events from October 2022 through May 2023.

6.N Special Event: Consider the approval of the NSB Aircraft Display and Veteran's Appreciation Event 2022.

7. ADMINISTRATIVE ITEMS/NEW BUSINESS

7.A Consider the approval of the salary adjustments for the City Attorney, City Clerk and City Manager.

8. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

8.A Conduct a Public Hearing to consider the S-1-21 Final Plat Approval for Florida Days Phase 4 only (not including the previously approved Phase 5).

8.B Ordinance No. 53-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would expand the existing Flagler Avenue Special Parking District to include the properties located at 212 Columbus Avenue and 214 Columbus Avenue.

8.C Ordinance No. 54-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would revise charges for household and commercial Solid Waste.

8.D Ordinance No. 55-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.27 acres of land located on Bolton Road.

8.E Ordinance No. 56-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small Scale Comprehensive Plan amendment changing the Future Land Use from Volusia County Future Land Use designation of Urban Low Intensity to City Future Land Use designation of Low Density Residential on a property located on Bolton Road as part of an overall annexation application.

8.F Ordinance No. 57-22: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would would rezone approximately 0.27 acres of land located on Bolton Road from County R-1, Urban Single Family Residential to City R-1CO, Urban Single Family Residential as part of an overall annexation application.

9. ORDINANCES - FIRST READING

9.A Ordinance No. 58-22: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 1.05 acres of land addressed as 2835 Pioneer Trail.

9.B Ordinance No. 59-22: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 1.05 acres of land addressed as 2835 Pioneer Trail as part of an overall annexation application.

9.C Ordinance No. 61-22: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would discontinue the current Parking Lease Program.

10. BOARDS AND COMMISSIONS

10.A Housing Authority: Consider the reappointments of two (2) members to serve four-year terms, expiring on August 31, 2026.

10.B Utilities Commission: Consider the reappointments of two (2) members to serve three-year terms, expiring on September 7, 2025.

11. MAYOR AND COMMISSION REPORTS

12. CITY MANAGER'S REPORT

12.A City Manager's Report

13. CITY CLERK'S REPORT

13.A City Clerk's Report

14. CITY ATTORNEY'S REPORT

15. 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 - CRA/ECONOMIC DEVELOPMENT

TEAM VOLUSIA ECONOMIC DEVELOPMENT CORPORATION PRESENTATION

September 13, 2022

Background:

Team Volusia Economic Development Corporation (TVEDC) will provide a brief presentation on TVEDC activities to date.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Christopher Edwards

Attachments:

Team Volusia EDC Presentation to the City of NSB 9-13-2022.pdf



City of New Smyrna Beach

TEAMVOLUSIA
GREATER DAYTONA REGION
ECONOMIC DEVELOPMENT CORPORATION

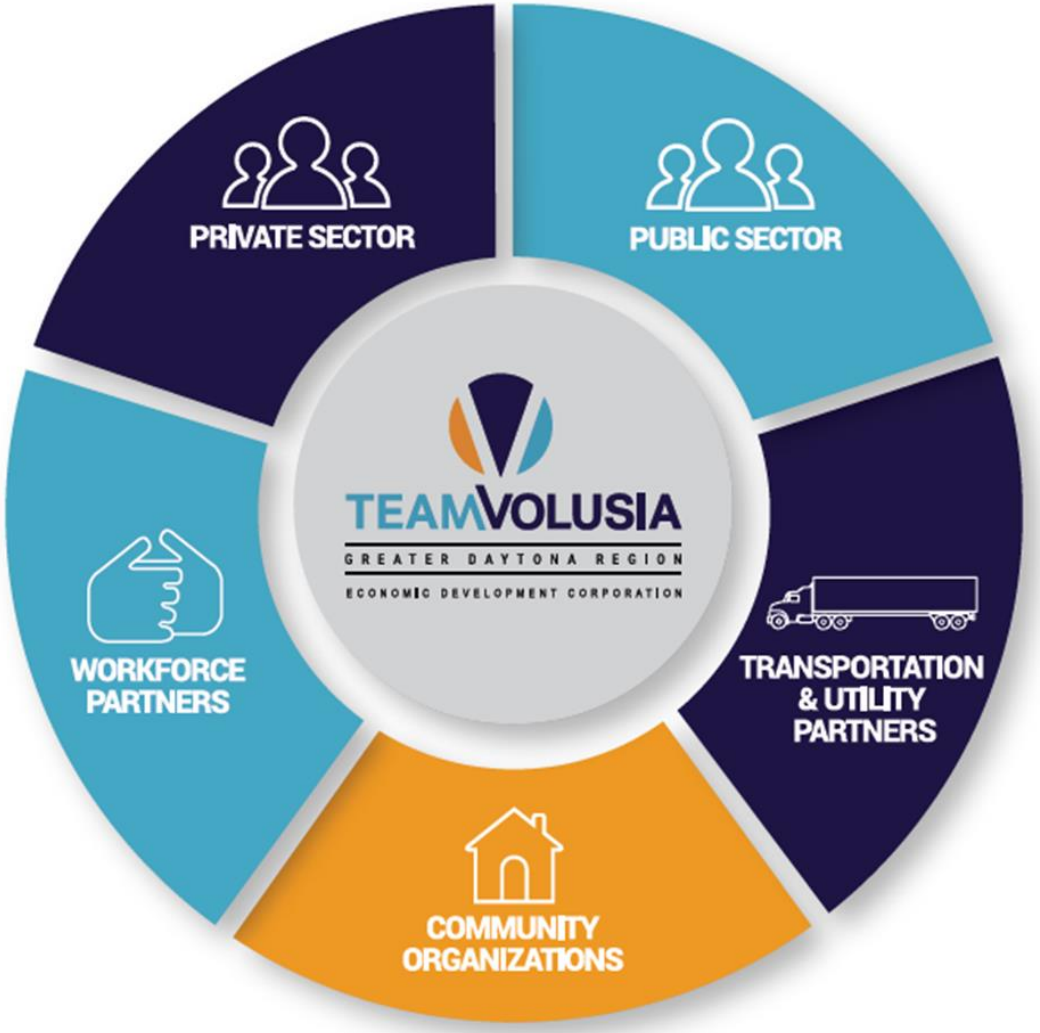
Who We Are

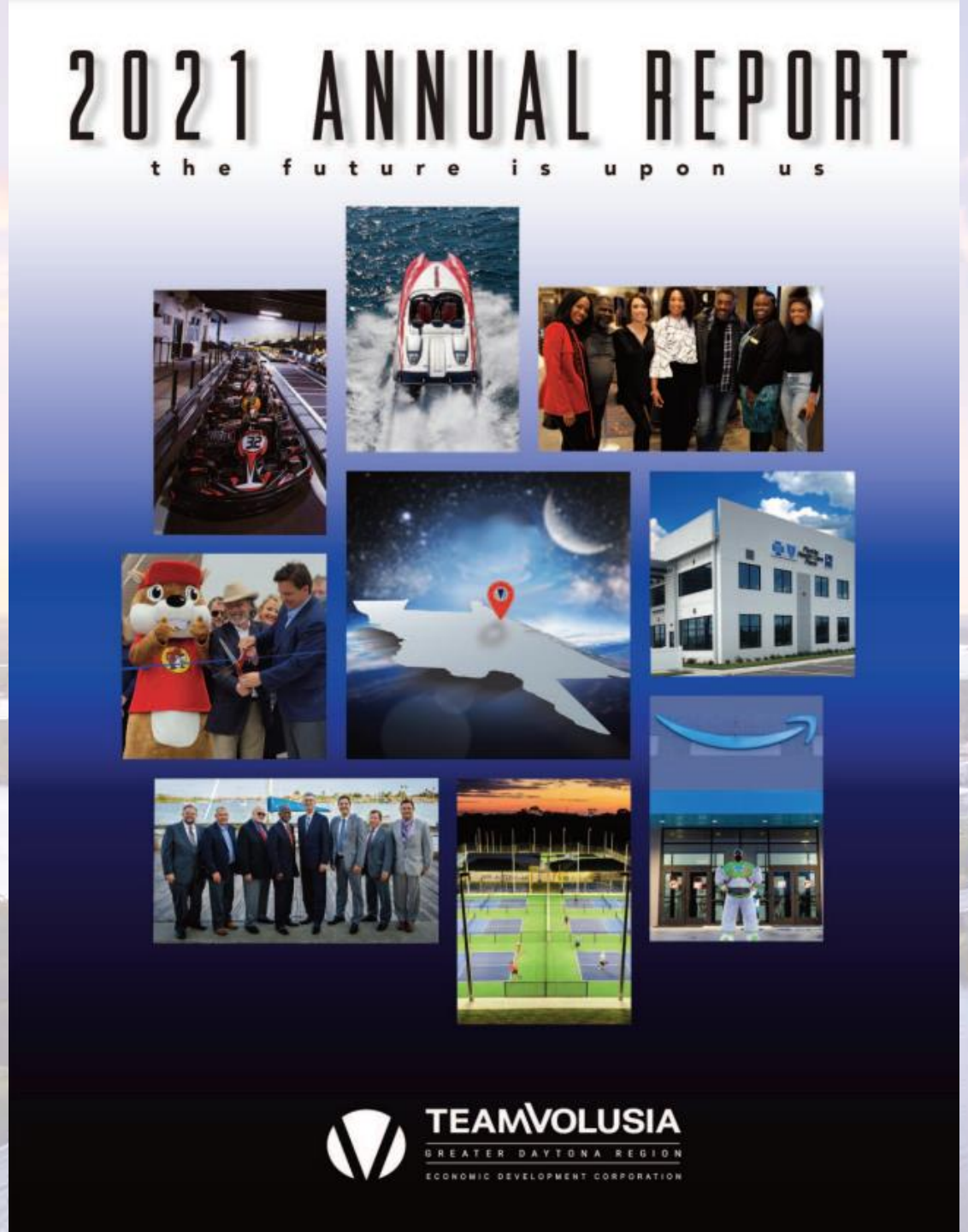
51% Private

5% Education

49% Public

- Serve as the official P3 (Public/Private Partnership) EDO for Volusia County focused on business recruitment
- Incorporated in 2010 as a 501c6
- Represents Volusia County and 16 Cities
- 80+ Private Sector Partners
- 7 Colleges & Universities





[Read TVEDC's 2022 Annual Report Here]


Kingspan
VisionH.R.
The Human Resource Experts
AVCON
CoastalCloud
VENTRA
Health
VyStar
Credit Union
COA
COUNCIL ON AGING
Ajax
REALTY PROS
ASSURED
RealtyProsAssured.com
HALIFAX
HEALTH
SouthState
Bank of America
DEERING PARK CENTER
EDGEWATER, FLORIDA
DAYTONA BEACH
ORANGE CITY
RACING & CARD CLUB
DELTONA'S
PORTLAND
INDUSTRIAL PARK
DELAND AREA
CHAMBER
of Commerce
& ORANGE CITY ALLIANCE
West Volusia Relationships@Work
Bank
America's Most Convenient Bank®
COTTON
ENTERPRISES, LLC
amazon
FPL
MKSK
Vann Data
Your IT Partner
Intracoastal
Bank
FOUNDATION
RISK PARTNERS
Boulevard Tire Center
Focused on Tomorrows Solutions Today
APG
AVALON
PARK GROUP
zgraph
design & marketing
CareerSource
FLAGLER | VOLUSIA
TRUIST
ICI HOMES
Daytona Regional
CHAMBER OF COMMERCE
Frank Bruno
kw
FLORIDA
PARTNERS
KELLERWILLIAMS REALTY
COBB
COLE
since 1925
Charter
COMMUNICATIONS
DLR Group
Architecture Engineering Planning Interiors
COLDWELL
BANKER
COMMERCIAL
AI GROUP
James Moore
Certified Public Accountants and Consultants
Daytona Beach Area
ASSOCIATION OF REALTORS®
SELBY REALTY
LTG
Engineering
& Planning
ECS
LOHMAN
ENTERPRISES
SVN
ALLIANCE
COMMERCIAL REAL ESTATE ADVISORS
ZEVCOHEN
& ASSOCIATES INC
Pinnacle Signature Group
FORD PROPERTIES
Volusia County
CHAMBER ALLIANCE
DUKE
ENERGY®
LAMAR
RUSH
CONSTRUCTION
Since 1984
RUSH
SYNERGY BILLING
Maserati
Alfa Romeo
DAYTONA
Nova Property
Management
RR
INDUSTRIES
COMMERCIAL CONSTRUCTION
DONE RIGHT SINCE 1948
WHOLESALE
LIGHTING
INC.
United
Way
Volusia-Flagler Counties
DAYTONA
Jeep
MASSEY
PROPERTIES
HC
HAZEN CONSTRUCTION
Hard Rock
HOTEL
DAYTONA BEACH
PORT ORANGE - SOUTH DAYTONA
CHAMBER of COMMERCE
wire 3
VeeCor
PROPERTY MANAGEMENT
Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS
COLDWELL
BANKER
COMMERCIAL
BENCHMARK
FAIRFIELD
INN & SUITES
Marriott
Root.
NEW SMYRNA BEACH
Chevrolet
SCHENKELSHULTZ
ARCHITECTURE
B|BRAUN
Giles
Electric Company
UNIVERSAL
ENGINEERING SCIENCES
BMC CPAs
BRENT MILLIKAN & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS
NEW SMYRNA
CHRYSLER JEEP DODGE RAM
Security First
Insurance
Insuring Florida Homes
Wharton-Smith, Inc.
CONSTRUCTION GROUP
THE DAYTONA
AUTOGRAPH COLLECTION
HOTELS
FAIRWINDS
CREDIT UNION
Gilbane
Florida
Health Care
Plans
An Independent Licensee of the Blue Cross and Blue Shield Association
AdventHealth
NASCAR
OLIVARI & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS
TELEDYNE MARINE

2021 & 2022 TVEDC Officers



Jordan Jiloty, Chair



Phil Maroney, Vice-Chair



Joyce Shanahan, Secretary



John Ferguson, Legal Counsel



George Recktenwald,
County Manager



John Olivari,
Treasurer



Dr. Charles Duva,
Immediate Past Chair



Dwight DuRant,
Past Chair

TVEDC Staff



Keith Norden, CEcD
President & CEO



Tywan Arrington
Director,
Business Development



Harry Jorgensen
Associate Director,
Business Development



Tracy Marino
Associate Director,
Marketing



Debbie Robbins
Executive Assistant/Office Coordinator



Jennifer Boggs
Bookkeeper


Team Volusia Economic Development Corporation
2022
BOARD OF DIRECTORS MEETINGS
TEAMVOLUSIA
GREATER DAYTONA REGION
ECONOMIC DEVELOPMENT CORPORATI

FEATURED SPEAKERS

April 22, 2022 Board Meeting

The Daytona, Autograph Collection Hotel



The Honorable **KAZUHIRO NAKAI**

Consul General of Japan in Miami

June 3, 2022 Board Meeting

The Center at Deltona



SAM BLATT, CEcD

Economic Development Manager,
AMAZON.COM Services, LLC

August 5, 2022 Board Meeting

Embry-Riddle Aeronautical University



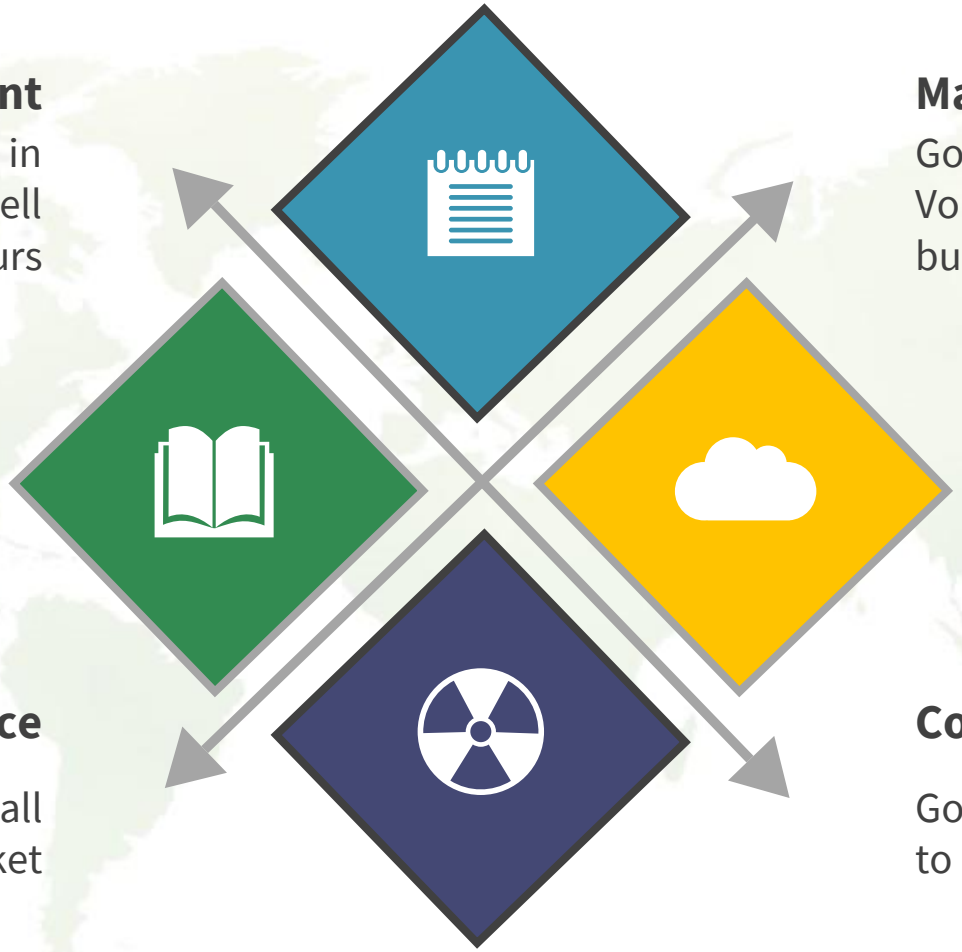
JOSE A. "TJ" VILLAMIL IV

Senior Vice President
International Trade and Development
Enterprise Florida, Inc.

2022 Activity Update

Outreach Recruitment

Goal: Outreach efforts focus on in person industry and site visits as well as familiarization tours



Marketing

Goal: Raise the overall perception of Volusia County as a place to do business.

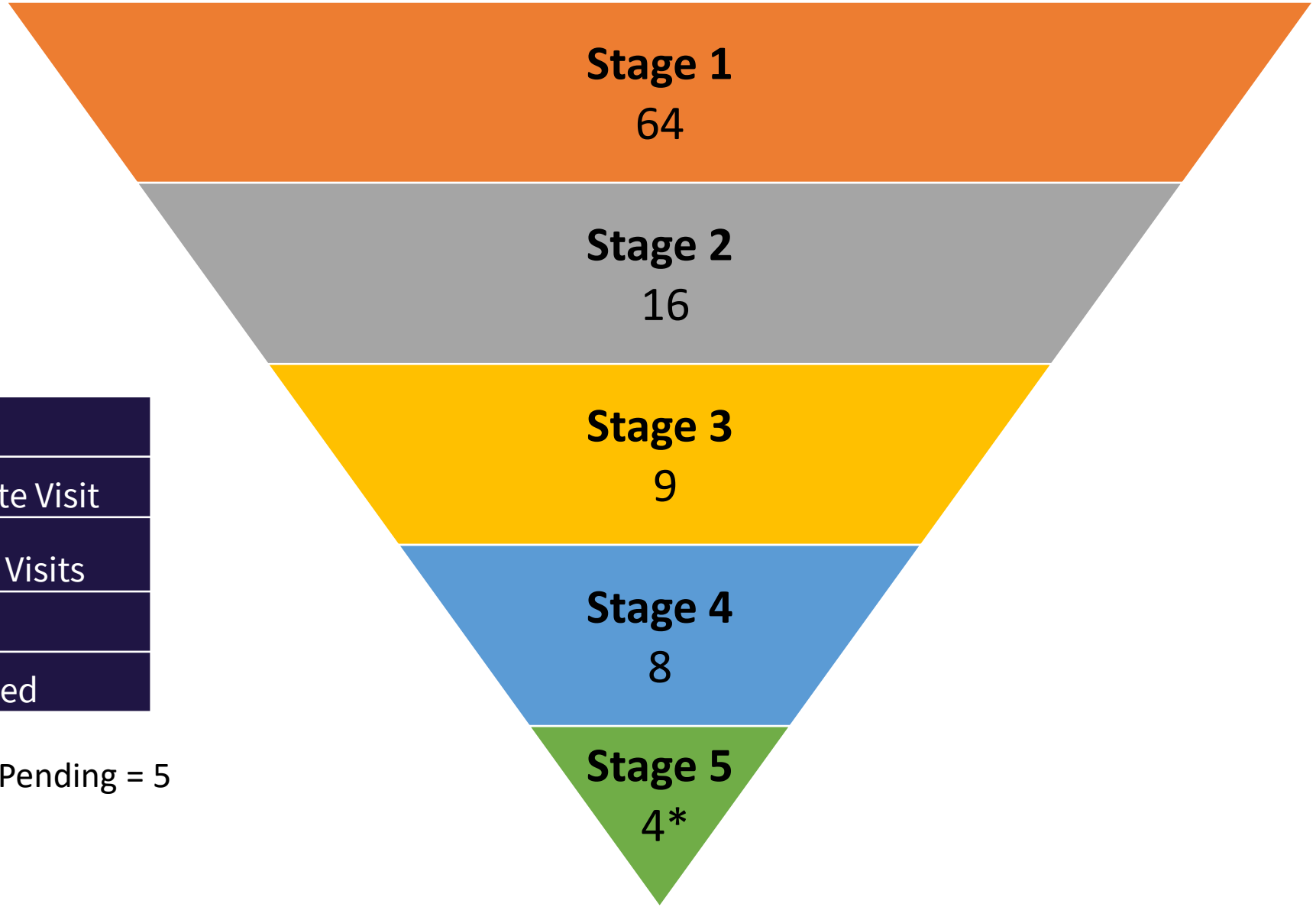
Community Assistance

Goal: Improve the overall competitiveness of the local market

Competitive Intelligence

Goal: Provide clients and partners up to date industry and demographic data

2022 PROJECT SALES FUNNEL



1 - Initial Inquiry

2 - Additional Inquiry/Site Visit

3 - Site Visit/Additional Visits

4 - Negotiations

5 - Project Established

*Official Announcements Pending = 5

- Stage 4: 3
- Stage 5: 2





Announced Jobs: 60

Capital Investment: $100 million

Annual Payroll: $4.22 Million

2022 Announcements to Date

2022 METRICS - Q1 and Q2

Category	Total
Outreach Meetings	209
New Investors	7
Investors Elevated to Board Level	4
Outreach Events	26
Community Events	23
Site Visits	19

2022 OUTREACH ACTIVITY UPDATE

SPIE. DEFENSE+ COMMERCIAL SENSING

April 3-7

37TH SPACE SYMPOSIUM

April 4-7

SUN 'n FUN Aerospace Expo

April 5-10

20th ANNIVERSARY IAMC INDUSTRIAL ASSET MANAGEMENT COUNCIL

April 30- May 4

Team FLORIDA

Chicago Consultant Mission

April 18-20

AVIATION WEEK MRO AMERICAS

April 26-28

2022 OUTREACH ACTIVITY UPDATE

FEDC

2022 Florida Economic Development Conference

May 16-18

2022 June 26-29 SELECTUSA INVESTMENT SUMMIT

June 26-29

C5 SUMMIT 2022 NEW YORK

August 15-17

Team FLORIDA

Atlanta Consultant Mission

May 26

FARNBOROUGH INTERNATIONAL AIRSHOW 18-22 JULY 2022

July 18-22

IMTS POWERED BY AMT

International Manufacturing Technology Show

September 12-17

Aircraft Interiors EXPO®

June 14-16

San Antonio SEDC2022 REIMAGINING BUSINESS

August 14-16

Southeast U.S./Japan & Japan - U.S. Southeast Associations

November 16-19

OUTREACH: FARNBOROUGH AIRSHOW

FARNBOROUGH INTERNATIONAL AIRSHOW 18-22 JULY 2022

Thank you to Our Collaborative Partners:

ENTERPRISE FLORIDA

FPL

SPACE FLORIDA

EMBRY-RIDDLE Aeronautical University



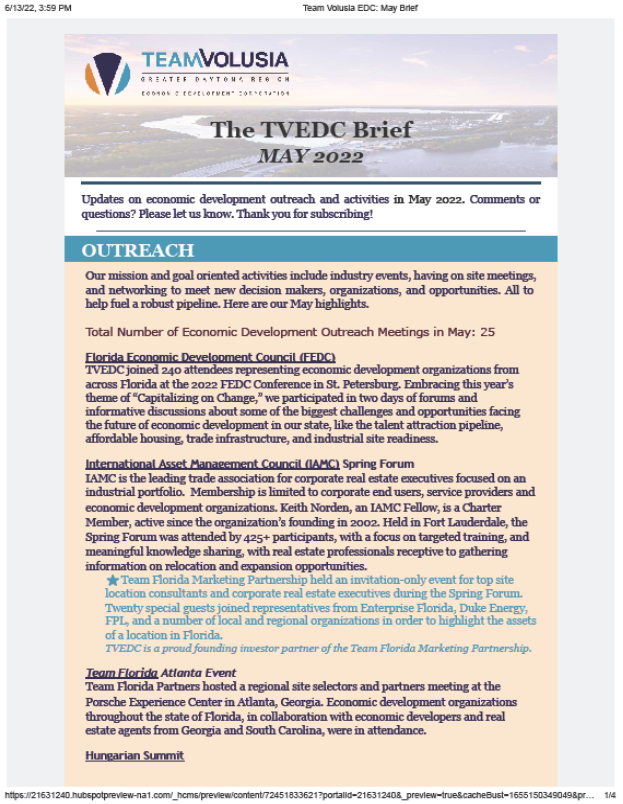
MARKETING UPDATE



Evolve May 2022 Issue



TVEDC Ad in May 2022 Evolve Issue



Team Volusia Monthly News Brief

TALENT ATTRACTION - LIVABILITY

LIVABILITY© 2023 Kick-Off!

A Message From:

TEAMVOLUSIA
GREATER DAYTONA REGION
ECONOMIC DEVELOPMENT CORPORATION

The new age of remote working is here to stay.

As many Americans explore their newfound freedom of working from anywhere, the Greater Daytona Region has the opportunity to attract more residents and visitors than ever before.

Through real estate investment, local shopping, community engagement and entrepreneurial endeavors, new residents help communities thrive.

That's why Team Volusia Economic Development Corporation and Livability Media have partnered together to showcase the Greater Daytona Region as Florida's premier place to live, work and visit. We invite you to join us in this custom talent attraction campaign.

Consider these facts:

- **Affordability is key.** In Livability Media's national study on affordability, 7 in 10 adults considered affordability to be a top three factor influencing a decision to move.
- **Social factor.** As the number of people working remotely continues to rise, the most appealing cities are those offering opportunities for people to network, socialize, volunteer and learn new skills.
- **Professionals crave a healthy work/life balance –** seeking communities with abundant outdoor recreation, entertainment venues, restaurants, bars and special events.

Livability Media, a nationally recognized authority on America's residential markets, offers engaging campaigns and targeted messaging to those searching for our community – including corporate executives, families, job seekers, tourists and site selectors.

Through a multiyear program, the Greater Daytona Region is highlighted on Livability.com, which attracts millions of viewers each year. Additionally, a custom newsstand-quality print publication and interactive digital magazine, *Livability Greater Daytona Region/Volusia County*, will be made available to key audiences.



Our Livability Media representative, Scott Young, will be reaching out to schedule a Zoom meeting to go over program details. You can also reach out to him at syoung@livmedia.com or at (615)771-5548.

We hope you'll explore the benefits of this program and consider supporting this effort, as it will be a key component of our marketing efforts in the coming year.

KEITH NORDEN, CEcD
President & CEO
Team Volusia Economic Development Corporation

LIVABILITY MEDIA
LIVMEDIA.COM | LIVABILITY.COM | (615) 850-0300

Livability: Find Your Best Place To Live

2020 – 2022 Editions



Livability 2020 Edition



Livability 2021 Edition



Livability 2022 Edition

2022-2023 Real Estate Task Force Kick Off

- **Kick-off meeting held August 10, 2022**
- **Co-Chairs Appointed:**
  - Bob Rand, CBC Benchmark
  - John Wanamaker, CBC AI Group
- **Next meeting is scheduled for September 7, 2022**
- **RE Task Force Requested Information from Municipalities**
  - Properties under 50 Acres
  - Available for Sale or Lease
  - Redevelopment Properties Requested
  - Each Municipal Practitioner Requested to Submit **two (2)** properties each to Tywan & Harry by August 30th

TVEDC'S "SUMMER OF FAM"



South Daytona – June 27



Edgewater – July 8



Orange City – August 4



New Smyrna Beach – July 8



DeBary – July 7



Deltona – April 12



Holly Hill – July 13



DB Shores – August 11

Thank You & Questions

Team Volusia EDC, through tremendous commitment and partnership, works on strategic economic development activities and business recruitment initiatives to Volusia County, Florida. The organization is a valuable part of the economic development delivery system and works in partnership with state and county agencies, municipalities, chambers and other resource partners to achieve county-wide economic development goals for Volusia County. The EDC's program and services are partially funded through contracts with Volusia County and many of the municipalities located within the county. Additional funds are raised from private sector companies and organizations. Today, the organizations continues to grow and help strengthen the economic prosperity for the region.



Team Volusia EDC
One Daytona Blvd, Ste. 240
Daytona Beach, FL 32114

386 265-6332 (Office)
386-506-9542 (Cell)

Keith Norden, CEcD
KNorden@tvedc.com
www.tvedc.com

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

VOLUSIA BUSINESS RESOURCES PRESENTATION

September 13, 2022

Background:

Over the past year, the City's CRA/Economic Development Director collaborated with Volusia County and other Volusia cities Economic Development staff on a comprehensive business resource project. The project was initiated as a result of the County's survey of New Smyrna Beach and other county business owners. The survey revealed a consistent need to have a "one stop shop " that would assist business owners with navigating available resources. As a result, the Volusia Business Resources website was created. The website creates a centralized website where entrepreneurs and business owners find resources to overcome today's challenges, and where community stakeholders join together to shape solutions to meet tomorrow's business needs.

Staff will provide a brief presentation highlighting certain aspects of the new Volusia Business Resources website and initiative.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Christopher Edwards

Attachments:

City of NSB CC VBR-Brand-Standard-Presentation.pdf

Volusia
Business Resources
Powered by Volusia County Economic Development



Volusia Business Resources is where entrepreneurs and business owners find resources to overcome today's challenges, and where community stakeholders join together to shape solutions to meet tomorrow's business needs.



Mentoring & Counseling



Entrepreneur Resources



Financial Coaching



Market Research



Start & Grow Guides



Workforce Assistance



Calendar

ABOUT | NEWS CONTACT US

Volusia Business Resources

HOME RESOURCE NAVIGATOR CALENDAR RESOURCE DIRECTORY BUSINESS GUIDES

SEE YOUR BUSINESS SUCCEED IN VOLUSIA COUNTY

Search for resources



Scan this QR CODE NOW to view the website!

The Resources Are Out There. **LET'S NAVIGATE TO FIND THEM**

665x315 Affiliate Web banner

This graphic can be resized to meet the needs your website.

Hyperlink for banner: https://www.volusiabusinessresources.com/



Please use this standard copy for your dedicated webpage or space on your website:

Standard Tagline: *Find the resources you need to see your business succeed in Volusia County.*

PROGRAM DESCRIPTION & SPEAKING POINTS

Volusia Business Resources (VBR) is where entrepreneurs and business owners find resources to overcome today's challenges, and where community stakeholders join together to shape solutions to meet tomorrow's business needs.

VBR is a countywide public-private partnership inclusive of government economic development agencies, cities, chambers of commerce, universities and colleges, and business support organizations. Originally formed to assist businesses during the pandemic, VBR continues to work collaboratively with all economic development stakeholders to assist new and existing businesses grow and thrive within Volusia County.

VBR program development was spurred by a countywide survey seeking input from the business community. Results of the survey indicated the top three immediate needs of businesses: awareness of available resources; training, attraction, and retention of workforce; and financial needs.

A one-stop-shop website, VolusiaBusinessResources.com gives startups and existing businesses the ability to easily navigate specific resources based on the stage of their enterprise. Business "how to" guides such as how to create a business plan, licensing requirements, and building your workforce have been created to meet particular needs of businesses.

Facebook/LinkedIn Cover for VBR & VCED

This graphic can also be used as a regular post



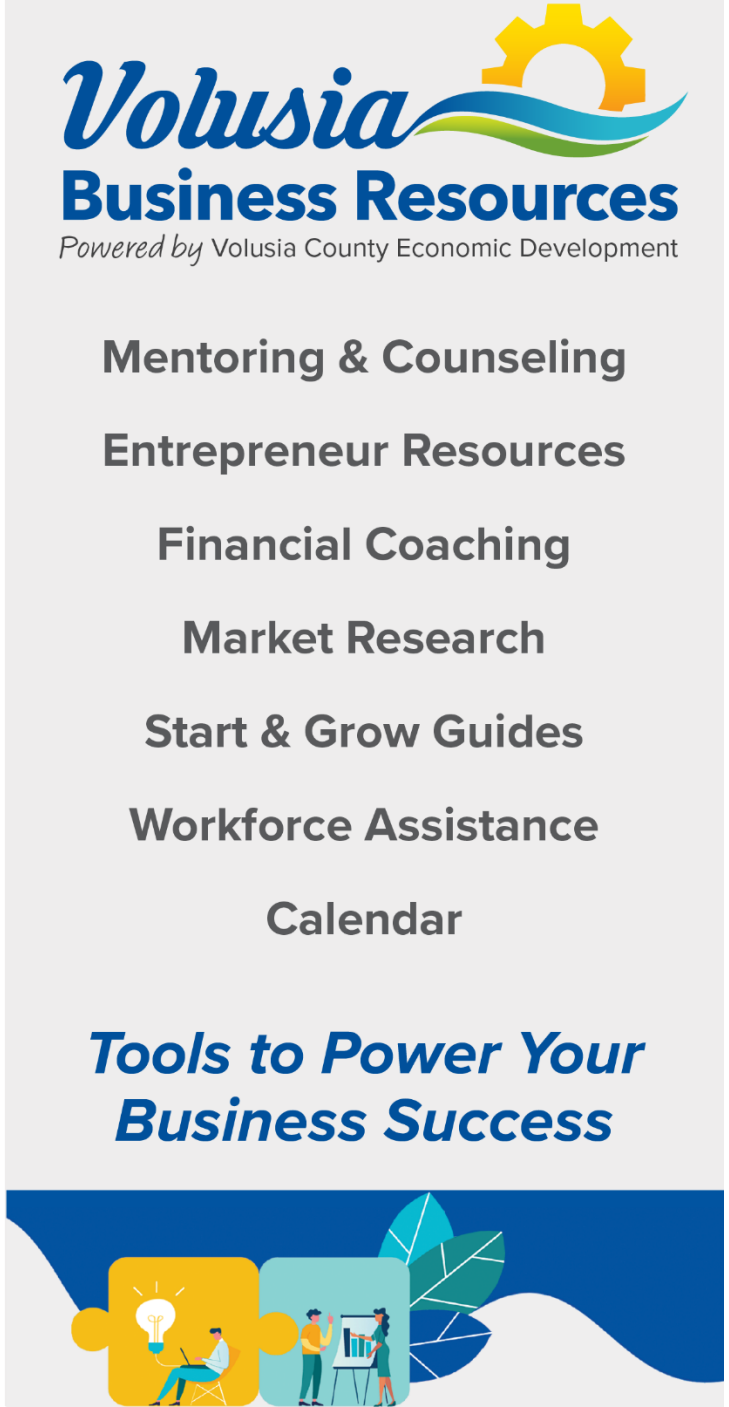
728x90 Banner - Hyperlink for banner: https://www.volusiabusinessresources.com/



Volusia
Business Resources
Powered by Volusia County Economic Development

300x300 Banner
Hyperlink for banner:
https://www.volusiabusinessresources.com/





300x600 Banner
Hyperlink for banner:
https://www.volusiabusinessresources.com/

QR Code with Logo



Social Media Post



Copy to go with graphic post:

Find the resources you need to see your business succeed in Volusia County.

HASHTAGS

#VolusiaBusinessResources
#WorkforceAssistance
#FinancialCoaching
#BusinessMentoring
#EntrepreneurResources
#MarketResearch
#ToolsForYourBusiness
#StartYourBusiness
#GrowYourBusiness
#VolusiaCounty

Add Custom Hashtags your organization uses

#YOURCITY HASHTAG
#YOUR ENTITY HASHTAG

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

CONSIDER THE ADOPTION OF THE CITY COMMISSION WORKSHOP MINUTES FROM AUGUST 18, 2022 AND AUGUST 30, 2022, CRA MINUTES FROM AUGUST 23, 2022 AND CITY COMMISSION REGULAR MEETING MINUTES FROM AUGUST 23, 2022.

September 13, 2022

Background:
N/A

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

08-18-22 Workshop.pdf
08-23-22 CRA.pdf
08-23-22 Reg.pdf
08-30-22 Workshop.pdf

City Commission Workshop
Thursday, August 18, 2022 at 9:00 AM
MINUTES

1. OPENING OF MEETING

Having been duly advertised as required by law, the Budget Workshop of the City Commission of the City of New Smyrna Beach, Florida, was held on Thursday, August 18, 2022 at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, FL 32168.

Vice Mayor Jason McGuirk called the workshop to order at 9:12 AM.

Present: Vice Mayor Jason McGuirk, Commissioner Randy Hartman, Commissioner Michael Kolody and Commissioner Jake Sachs.

Absent: Mayor Russ Owen

Also present were City Manager Khalid Resheidat, City Attorney Carrie Avallone, Police Chief Mike Coffin, Deputy Police Chief Eric Feldman, Police Captain Chris Kirk, Assistant City Attorney Shey McCurdy, Assistant City Manager Ron Neibert, Finance Director Natalia Eckroth, Assistant Finance Director Sheliza Bhola, Airport Manager Arvin Weese, Human Resources Director Heather Kidd, Fire Chief Shawn VanDemark, Deputy Fire Chief Dan Harshburger, Maintenance Operations Director David Ray, Leisure Services Assistant Director Kimla Shelton, Brannon Center Manager Shonna Green, Fire Marshall Ken Gaines and City Clerk Kelly McQuillen.

2. PUBLIC PARTICIPATION

Heather Paternoster, Atlantic Center for the Arts Development Director, thanked the City Commission for their support with IMAGES Art Festival and for the George and June Musson Award. She commented on some of the programs they have She requested $2,500 to support their program. She shared that the City has supported them for the past two years.

Jesse Romero, 708 South Cooper Street, commented on the $2 million dollar budget allocated for street repaving. He commented on the area between 2nd and 3rd Avenue and Flagler Avenue. He shared that nothing was planned near this area and felt that it was needed. He requested that the street lines were repainted and signage installed. He commented on the property, located at 120 Flagler Avenue. He asked about the status of what was happening with the property.

City Manager Resheidat shared that they were presenting several options during the August 30th Workshop.

3. WORKSHOP

Leisure Services

Leisure Services Director Rob Salazar presented the budget for the Leisure Services Department for Fiscal Year 2023.

Commissioner Kolody expressed that he previously requested that the City Manager communicate to Departments to review their budgets, determining any budget decreases, because he would not support a millage increase. He asked Mr. Salazar where any budget cuts would be in his budget.

Mr. Salazar asked for a dollar amount that would need to be cut from the budget.

City Manager Resheidat asked for the City Commission's direction as a majority consensus.

Vice Mayor McGuirk asked for City Commission thoughts.

Commissioner Sachs commented on the projects such as the Skate Park and possibly placing that project on hold.

City Manager Resheidat suggested that the City Commission share their comments at the end of the meeting during the Commission comments section.

Commissioner Hartman concurred with the City Manager to share City Commission comments at the end of the meeting.

Commissioner Sachs shared that it seemed that the City was richer than its people. He commented on the Babe James Community Center Splash Pad pump. He shared that any expansion should wait.

Fire Department

Fire Chief Shawn VanDemark presented the budget for the Fire Department for Fiscal Year 2023.

Commissioner Kolody commented on the construction of a brand new facility. He shared that he was comfortable with the Fire Department budget and he liked the Chief's forward-thinking approach. He stated that it was a good idea to set up a fund for large purchases, such as new vehicles.

Commissioner Hartman commented on services for Volusia County. He commented on transport services, personnel training, and the fuel tank at Fire Station 53.

Vice Mayor McGuirk commented on transport operations and personnel cost increases. He commented on business taxes and impact fees. He shared that, as a small business owner, it seemed like he would be hit twice with the taxes. He liked keeping things clean and straightforward. He requested that the Fire Chief provide details in the future when discussing the taxes. He commented on the cost of vehicles. He asked if the requested vehicles were necessary at this time.

Commissioner Sachs shared that he understood the personnel request. He asked if the purchase of the property next to Fire Station 50 was necessary.

Fire Chief VanDemark shared that the fuel tank at Station 53 was solely used for the generator. He explained the reason for the request of the current part-time position to a full-time position. He commented on replacement vehicles. He explained the reason for the property purchase request, explaining that there is a home in the middle of the Fire Campus now and it made good sense to purchase it now. He shared that over 80% of his budget was for personnel costs that they negotiated for. He stated that the remaining 20% did not provide much to work with in terms of cutting the proposed budget.

Commissioner Sachs asked what requests could be postponed for the next Fiscal Year.

Fire Chief VanDemark stated that he could do without the administrative position, but not the training position over the next year.

Commissioner Kolody remarked that the Fire Chief's responses were very good. He liked the idea of switching the fuel tanks to natural gas because it would decrease costs in the future. He commented on the land purchase.

Commissioner Sachs asked about the future builds in the west.

Fire Chief VanDemark commented on the future developments on the west side of town.

Police Department

Police Chief Mike Coffin presented the budget for the Police Department for Fiscal Year 2023.

Commissioner Sachs asked about possible cost cuts. He inquired about the personnel costs specifically. He asked about the vehicles.

Chief Coffin explained that he needed to provide some relief to his employees. He shared that some were leaving the Police Force to gain employment elsewhere and that they were working overtime to compensate. He explained that he wanted to be on the leading edge of what Law Enforcement was doing now; he wanted to be the example.

Commissioner Hartman remarked that the Police Department has historically been short-staffed and asked if that issue has improved. He asked if they were looking to recruit externally for some of the higher positions.

Chief Coffin shared that it has improved, and he explained the recruitment process and some changes that were made in the department. He shared that they were recruiting locally and recruiting people looking for a second retirement. He stressed the importance of recruiting the right people.

Commissioner Kolody wished he could make a suggestion regarding the Police budget cuts, but he did not see one. He asked about false alarm call costs. He asked the Police Chief to look into an ordinance that supported false alarm costs and shared that he would support such an ordinance to help retrieve false alarm costs. He asked if

they had looked into electric police vehicles.

Chief Coffin explained the false alarm costs and electric vehicle costs. He shared that they were still looking at Ford, Chevrolet, and Dodge EV vehicles. He did not want to say that it was the right choice to cut costs now and then have to return to Commission with an increased vehicle maintenance cost.

Commissioner Kolody suggested preparing for and collaborating with vehicle maintenance to review electric vehicle costs.

Chief Coffin shared that the IT Department has an electric vehicle and they would have the best real-world experience utilizing an electric vehicle.

Assistant City Attorney McCurdy shared that there was an existing ordinance addressing false alarm call costs.

A discussion ensued about the type of police calls that were received.

Vice Mayor McGuirk stressed the importance of the Police Department having all of the resources that they needed and shared that he supported the Police Department 100%. He stated that he needed the Police Department to respond when there was a problem.

The City Commission was excused for break at 10:54 AM.

The City Commission resumed the workshop at 11:11 AM.

Maintenance Operations

Maintenance Operation Director David Ray presented the budget for the Maintenance Operations department for Fiscal Year 2023.

Discussion ensued about some of the requested items.

Commissioner Kolody commented on not needing to spend $40,000 for a standby item. He commented on the shared equipment and asked how long it would take to bring the equipment down from one place to another. He wanted to see this item postponed or

put off. He shared that he would not approve any increase in the millage rate.

Vice Mayor McGuirk shared that, historically, solar batteries did not save funds in the long run. He shared that from a budgetary stand point, does it actually save funds. He commented on the generator. He asked if the pump that was included in the cost was a replacement. He commented on street lights and the responsibilities of the Utilities Commission.

Mr. Ray shared that the responsibility of streetlights depended on what street they were located on. He explained the cost benefits of the pump.

Developmental Services

Interim Development Services Director and Assistant City Manager Ron Neibert presented the Development Services budget for Fiscal Year 2023.

Commissioner Kolody asked about fee waivers. He explained the process.

Building Official Gary Wisniewski explained the adjustment of fees and reimbursements of fees. He shared that he spot-checked the inspections and ensured they were following all protocols.

Commissioner Kolody commented on external inspector competition. He shared that it would take money to get qualified inspectors because they would not work for what we were currently offering.

Commissioner Sachs asked if the City should charge more for the accelerated processes.

Mr. Wisniewski commented about working on orders as received.

Assistant City Manager Neibert was not aware of expedited processes and verified that requests were addressed in the order received.

Commissioner Sachs asked if the City was required by law regarding developer's requests.

City Attorney Avallone shared that certain situations were under Florida State

Statutes and did have a time requirement. She also commented about the adopted fees.

Mr. Wisniewski shared that they tried to keep maintenance items, such as water heaters and roofing, at a lower cost.

The City Commission was excused for lunch at 12:08 PM.

The City Commission resumed the workshop at 1:05 PM.

Information Technology

Information Technology Director Thomas Farmer presented the Information Technology budget for Fiscal Year 2023.

Commissioner Sachs asked about network connectivity and about repurposing devices for staff.

Mr. Farmer shared that they were working on combining services for network connectivity. He explained that devices could be repurposed because they do not have as much wear and tear as cell phones would.

Vice Mayor McGuirk thanked Mr. Farmer for his presentation.

Airport

Airport Manager Arvin Weese presented the Airport budget for Fiscal Year 2023.

Commissioner Sachs commented on the possibility of installing cameras at the ends of runways to capture tail numbers.

Mr. Weese shared that he has researched this. He discussed a system implemented initiated last year that allowed them to view the arrival time, monitor noise abatement, and other benefits of the aircraft that utilizes the Airport. He shared that the FDOT recognized that this area trained approximately 50% of pilots worldwide.

Commissioner Hartman commented on the operational building and requested a status.

Mr. Weese stated that FDOT provided the grant money for that project and that it was back on the schedule for 2025.

Commissioner Kolody asked about a tenant that was behind on hangar rent and asked for a status.

Mr. Weese shared that although they had noticed some progress, the issue was not where it should be and has not been resolved.

- ✓ Commissioner Kolody requested that the City follow up with the tenant that was behind on hangar rent.

Vice Mayor McGuirk asked how they were dealing with the airport hangar waiting list.

Mr. Weese shared that the storage should be for aeronautical use only. He mentioned that it was a possible violation to use that storage for anything else.

Vice Mayor McGuirk asked if the primary revenue received from the airport was generated from the flight schools. He asked how the operations were measured. He asked if a majority of the operations were flight schools. He wanted to get an understanding of the future use of our airport.

Mr. Weese confirmed that a majority of operations were flight school related.

- ✓ Vice Mayor McGuirk requested operational flight school numbers from Mr. Weese.

Administration

Finance Director Natalia Eckroth and City Manager Khalid Resheidat presented the Administration budget for Fiscal Year 2023.

Commissioner Hartman asked about unincorporated area revenue caps. He asked if the City collected from the unincorporated areas inside of the ISBA.

Vice Mayor McGuirk asked about the annual pay for the Appointed Officials. He suggested $179,000 for the City Attorney and $183,000 for the City Manager.

Human Resources Director Heather Kidd outlined the pay scales and offered justification for the Appointed Officials. She explained that with the compression study, the City Clerk's annual salary was $97,500.

Commissioner Kolody requested the qualifications spreadsheets for all three Appointed Officials to be available at the September 14, 2022 meeting.

Capital Projects

Capital Projects Manager Todd Alexander presented the Capital Improvement Budget for Fiscal Year 2023.

Vice Mayor McGuirk asked if all of the ARPA funds had been allocated.

Ms. Eckroth confirmed that all of the ARPA funds were allocated.

Commissioner Kolody requested a list of all ongoing projects and proposed projects to obtain a more accurate idea of the project costs.

4. COMMISSION COMMENTS

City Manager Resheidat thanked the City Commission, adding that it was a long process. He asked for City Commission direction.

Vice Mayor McGuirk shared that they had to face the situation now and approve a higher millage rate. He reminded everyone that they had not raised the millage rate over the past few years.

Commissioner Kolody clarified that he did not support employee salary budget cuts and stated that he asked the City Manager to find budget cuts in other places within the budget.

Commissioner Sachs asked for budget cuts within the Capital Projects.

Commissioner Hartman shared that if we were overfunded in the reserve account, then we could use some of the funds to address the budget issues. He shared that currently we are paying a credit card surcharge and suggested this as a way to increase revenue via a convenience fee. He shared that he would not be present during the First Budget Hearing on September 14, 2022. He suggested splitting the proposed salary increase for the City Manager and City Attorney in two months and not all at once. He commented on the vehicles. He commented on fleet

management leasing and a vehicle-planning fund. He suggested looking into that in the future.

Vice Mayor McGuirk commented on the need to increase the millage rate. He stated that gutting the rest of the budget to pay for the increases in the general salaries or by decreasing the City Manager and City Attorney's proposed pay rates.

Human Resources Director Heather Kidd outlined information regarding pay raise increases for the City Manager and City Attorney. She explained that the City Clerk's raise was included in the compression paygrade raise.

Commissioner Kolody requested a breakdown of the Appointed Official's salary surveys. He asked if the City Clerk's certification was considered and was handled. He wanted to know if it was included in the compression raise.

Ms. Kidd explained that it was part of the compression raise.

Ms. Eckroth shared that the fund balance policy equaled 25% of the budget.

City Manager Resheidat provided a brief recap. He commented on the property tax increased amount of 4.08% from FY 2021/2022 to FY 2022/2023. He asked for clear direction regarding suggestions to cut the budget.

Fire tanks, Skate Park, and additional vehicles were among of the options to consider in decreasing the budget.

5. ADJOURNMENT

As there was no other business to discuss, Vice Mayor McGuirk declared the workshop adjourned at 3:24 PM.

Community Redevelopment Agency
Tuesday, August 23, 2022 at 6:00 PM
Minutes

1. CALL TO ORDER

Having been duly advertised as required by law, the regular meeting of the Community Redevelopment Agency of the City of New Smyrna Beach, Florida, was held on Tuesday, August 23, 2022 at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Russ Owen called the meeting to order at 6:00 PM.

Present: Mayor Russ Owen, Vice Mayor Jason McGuirk, Commissioner Randy Hartman, Commissioner Michael Kolody and Commissioner Jake Sachs.

2. PUBLIC PARTICIPATION

No action.

3. CONSENT AGENDA

3.A Consider approval to provide CRA Funding Support in the amount of $460,000, in FY 22-23, as part of a Florida Housing Finance Corporation Low-Income Housing Tax Credit Application by the Housing Authority of the City of New Smyrna Beach for a Historic Westside Phase 2 Workforce Affordable Housing Project and authorize the City Manager to execute a Local Government Verification of Contribution Grant Form.

CRA/Economic Development Director Chris Edwards outlined the request.

Motion:
Commissioner Sachs moved to approve the request for CRA Funding Support in the amount of $460,000. Commissioner Hartman seconded the motion, and the motion carried unanimously.

4. OLD BUSINESS

No action.

5. NEW BUSINESS

No action.

6. REPORTS AND COMMUNICATIONS

No action.

7. ADJOURNMENT

As there was no further business to discuss, Mayor Owen adjourned the meeting at 6:04 PM.

City Commission Regular Meeting
Tuesday, August 23, 2022 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, August 23, 2022 at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Owen called the meeting to order at 6:30 PM.

Present: Mayor Russ Owen, Vice Mayor Jason McGuirk, Commissioner Randy Hartman, Commissioner Michael Kolody and Commissioner Jake Sachs.

Also Present: *City Manager Khalid Resheidat, City Attorney Carrie Avallone, Assistant City Manager Ron Neibert, Police Chief Mike Coffin, Senior Planner Bob Mathen, Chief Planner Jeff Gove and Assistant City Clerk Sharon Taylor-Harding.*

1. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Sheila Turner gave the invocation. Mayor Owen led those present in the Pledge of Allegiance.

2. APPROVAL OF THE AGENDA

City Manager Resheidat reported the following changes to the published agenda: Removal of item 8.N: Ordinance No. 49-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend Land Development Regulation Section 803.03, as it pertains to fences to the October 11, 2022 City Commission Regular meeting.

Motion:
Commissioner Hartman moved to remove Ordinance No. 49-22. Vice Mayor McGuirk seconded the motion, and the motion carried unanimously.

3. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

No action.

4. PUBLIC PARTICIPATION

Adam Lowery, 4432 Doris Drive, thanked the Mayor, City Commission, and City Manager for their work. He stated that he was the owner of Mad Comedy Club. He commented on the importance of using local business owners in New Smyrna Beach. He stated that the Brannon Center was working to produce comedy shows. He stated that the vendor chosen to produce comedy shows was an out-of-state business. He commented on the financial impact the Brannon Center's comedy shows would have on his local business. He requested the contract be cancelled.

Cathy Jo Douglas, 1200 South Riverside Drive, commented on the five stop signs and four speed bumps placed on Magnolia Street and the nine stop signs added to Live Oak Street, which moved the traffic issue to Riverside Drive. She commented on completing the traffic study as per the traffic calming manual. She stated they had completed all of the steps for the Traffic Calming Manual and thanked City Engineer Kyle Fegley for his help.

Laurie Shannon, 715 Francis Avenue, commented on the City Commission meetings and the time constraints for public participation. She commented on the grammatical and spelling errors on the city website. She commented that the residents of Francis Avenue were excited about making this property a park.

Michael Shannon, 715 Francis Avenue, commented on the meeting regarding the property being donated to affordable housing. He commented on removing 706 and 708 from the property donation list. He stated the lot was supposed to be a park.

Jesus Romero, 708 South Cooper Avenue, commented on Ocean Avenue and the traffic in the area. He mentioned several streets and the stop signs in the area. He commented on Cooper Street's stop signs. He stated Cooper Street and Ocean Avenue needed a stop sign. He stated that traffic is very bad.

Jill Dempsey, 1519 North Peninsula Avenue, requested a reduction in application fees.

Mark Beckwith, 1208 South Riverside Drive, commented on phase two of the traffic calming for Riverside Drive. He stated he would like the adoption of the second phase.

Jeff Altman, 1000 South Riverside Drive, commented on phase one of the traffic calming on Riverside Drive and the need to approve phase two.

Jennifer Swauger, 713 Francis Avenue, commented on the Francis Avenue property. She commented on the lots on Francis becoming a park or green space. She asked what the next step was for the Francis Avenue property and if they were including one or two properties.

Mayor Owen asked for clarification on Ocean Avenue and Cooper Street. He commented on the length of speech during public participation and public hearings. He commented on the comedy club.

5. CONSENT AGENDA

6.A Resolution No. 42-22: Consider the adoption of a Resolution, which if adopted, would create a Canvassing Board.

Motion:
Vice Mayor McGuirk moved to adopt Resolution No. 42-22. Commissioner Kolody seconded the motion, and the motion carried unanimously.

6.B Resolution No. 43-22: Consider the adoption of a Resolution, which if adopted, would Remove Properties from the Inventory List of City Owned Property Appropriate for Use and Affordable Housing.

Motion:
Vice Mayor McGuirk moved to adopt Resolution No. 43-22. Commissioner Kolody seconded the motion, and the motion carried unanimously.

6.C Resolution No. 44-22: Consider the adoption of a Resolution, which if adopted, would authorize Mayor to remotely attend September 27, 2022 City Commission Meeting.

Motion:
Vice Mayor McGuirk moved to adopt Resolution No. 44-22. Commissioner Hartman seconded the motion, and the motion carried unanimously.

6.D Resolution No. 45-22: Consider the approval of HMGP Project #4337-374-R Grant Modification #2 - Elevate 3 Homes.

Motion:
Vice Mayor McGuirk moved to adopt Resolution No. 45-22. Commissioner Kolody seconded the motion, and the motion carried unanimously.

6.E Consider approval to provide CRA Funding Support in the amount of $460,000, in FY 22-23, as part of a Florida Housing Finance Corporation Low-Income Housing Tax Credit Application by the Housing Authority of the City of New Smyrna Beach for a Historic Westside Phase 2 Workforce Affordable Housing Project and authorize the City Manager to execute a Local Government Verification of Contribution Grant Form.

Motion:
Vice Mayor McGuirk moved to approve the CRA Funding Support in the amount of $460,000. Commissioner Kolody seconded the motion, and the motion carried unanimously.

6.F Consider the approval of the Final Traffic Calming Plan - S. Riverside Drive.

Motion:
Vice Mayor McGuirk moved to approve the Final Traffic Calming Plan for South Riverside Drive. Commissioner Kolody seconded the motion, and the motion carried unanimously.

6.G Consider the approval to purchase eleven (11) Stalker's DSR 2X Radars for NSBPD fleet to conduct traffic enforcement.

Motion:
Vice Mayor McGuirk moved to approve the purchase of eleven (11) Stalker's DSR 2X Radars. Commissioner Kolody seconded the motion, and the motion carried unanimously.

6.H Consider the approval of a Piggyback Agreement off of a Volusia County contract with Seminole Office Solutions, Inc. for copiers/multifunctional printers (MFP's).

Motion:
Vice Mayor McGuirk moved to approve the Seminole Office Solutions, Inc. Piggyback Contract. Commissioner Kolody seconded the motion, and the motion carried unanimously.

7. ADMINISTRATIVE ITEMS/NEW BUSINESS

7.A Consider the approval to allow two (2) slips from the City's slip allocation pool, in order to allow construction of a single-family boat dock with two (2) slips for the property located at 1200 N Peninsula Avenue.

Senior Planner Bob Mathen outlined the request.

Motion:
Vice Mayor McGuirk moved to approve two (2) slips from the City's slip allocation pool. Commissioner Hartman seconded the motion, and the motion carried unanimously.

7.B Conduct a review of a possible application fee waiver or fee reduction, and a fee refund request.

Senior Planner Bob Mathen outlined the requests.

Motion:
Vice Mayor McGuirk moved to approve the application fee waiver/fee reduction to half price. Commissioner Hartman seconded the motion, 3-2 majority vote, with Commissioner Sachs and Commissioner Kolody voting no.

Motion:
Commissioner Hartman moved to approve the fee refund request. Vice Mayor McGuirk seconded the motion, 3-2 majority vote, with Commissioner Kolody and Commission Sachs voting no.

8. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

8.A Ordinance No. 33-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend the Performance Standards in the I-1, I-2, I-3, and I-4 zoning districts relocating the regulation for Noise to Article III, Chapter 38, Part II of the City's Code of Ordinances.

City Attorney Avallone read Ordinance No. 33-22, the second time, by title only.

Senior Planner Bob Mathen outlined the ordinance.

Mayor Owen opened the Public Hearing.

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

Motion:
Vice Mayor McGuirk moved to adopt Ordinance No. 33-22. Commissioner Kolody seconded the motion, 4-1 majority vote, with Commissioner Sachs voting no.

8.B Ordinance No. 34-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend the regulation for Noise and light to Article III, Chapter 38, Part II of the City's Code of Ordinances.

City Attorney Avallone read Ordinance No. 34-22, the second time, by title only.

Senior Planner Bob Mathen outlined the ordinance.

Mayor Owen opened the Public Hearing.

Laurie Shannon, 715 Francis Avenue, questioned the noise in an industrial zone and business.

Jesus Romero, 708 South Cooper Street, questioned if the noise ordinance would apply throughout the entire city of New Smyrna Beach.

Mayor Owen closed the Public Hearing.

Motion:
Commissioner Hartman moved to adopt Ordinance No. 34-22. Vice Mayor McGuirk seconded the motion, a 4-1 majority vote, with Commissioner Sachs voting no.

8.C Ordinance No. 38-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.14 acres of property located at 401 Oak Street.

City Attorney Avallone read Ordinance No. 38-22, the second time, by title only.

Senior Planner Bob Mathen outlined the ordinance.

Mayor Owen opened the Public Hearing.

Jesus Romero, 708 South Cooper Street, questioned the annexation.

Mayor Owen explained the reasoning and process of an annexation.

Mayor Owen closed the Public Hearing.

Motion:
Commissioner Hartman moved to adopt Ordinance No. 38-22. Commissioner Sachs seconded the motion, and the motion carried unanimously.

8.D Ordinance No. 39-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small Scale Comprehensive Plan amendment changing the City Future Land Use Map to Medium Density Residential for property located at 401 Oak Street as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 39-22, the second time, by title only.

Senior Planner Bob Mathen outlined the ordinance.

Mayor Owen opened the Public Hearing.

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

Motion:
Commissioner Kolody moved to adopt Ordinance No. 39-22. Vice Mayor McGuirk seconded the motion, and the motion carried unanimously.

8.E Ordinance No. 40-22: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 0.14 acres of property to R-2, Single Family Residential for property located at 401 Oak Street as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 40-22, the second time, by title only.

Senior Planner Bob Mathen outlined the ordinance.

Mayor Owen opened the Quasi-Judicial Public Hearing.

As no citizens wished to speak, Mayor Owen closed the Quasi-Judicial Public Hearing.

Motion:
Commissioner Hartman moved to adopt Ordinance No. 40-22. Commissioner Sachs seconded the motion, and the motion carried unanimously.

8.F Ordinance No. 41-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.43 acres of land located at 187 Howard Avenue.

City Attorney Avallone read Ordinance No. 41-22, the second time, by title only.

Senior Planner Bob Mathen outlined the ordinance.

Mayor Owen opened the Public Hearing.

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

Motion:
Vice Mayor McGuirk moved to adopt Ordinance No. 41-22. Commissioner Hartman seconded the motion, and the motion carried unanimously.

8.G Ordinance No. 42-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small Scale Comprehensive Plan amendment changing the Future Land Use map to Medium Density Residential of a property located at 187 Howard Avenue as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 42-22, the second time, by title only.

Senior Planner Bob Mathen outlined the ordinance.

Mayor Owen opened the Public Hearing.

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

Motion:
Commissioner Hartman moved to adopt Ordinance No. 42-22. Commissioner Sachs seconded the motion, and the motion carried unanimously.

8.H Ordinance No. 43-22: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 0.43 acres of land located at 187 Howard Avenue as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 43-22, the second time, by title only.

Senior Planner Bob Mathen outlined the ordinance.

Mayor Owen opened the Quasi-Judicial Public Hearing.

As no citizens wished to speak, Mayor Owen closed the Quasi-Judicial Public Hearing.

Motion:
Commissioner Hartman moved to adopt Ordinance No. 43-22. Vice Mayor McGuirk seconded the motion, and the motion carried unanimously.

8.I Ordinance No. 44-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 3.1 acres of land located at 1717 South Glencoe Road.

City Attorney Avallone read Ordinance No. 44-22, the second time, by title only.

Senior Planner Bob Mathen outlined the ordinance.

Mayor Owen opened the Public Hearing.

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

Motion:
Commissioner Kolody moved to adopt Ordinance No. 44-22. Commissioner Hartman seconded the motion, and the motion carried unanimously.

8.J Ordinance No. 45-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small Scale Comprehensive Plan amendment changing the Future Land Use map designation to City Rural on a property addressed at 1717 South Glencoe Road as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 45-22, the second time, by title only.

Senior Planner Bob Mathen outlined the ordinance.

Mayor Owen opened the Public Hearing.

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

Motion:
Commissioner Hartman moved to adopt Ordinance No. 45-22. Commissioner Sachs seconded the motion, and the motion carried unanimously.

8.K Ordinance No. 46-22: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 3.1 acres of land located at 1717 South Glencoe Road to City A-3, Transitional Agriculture as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 46-22, the second time, by title only.

Senior Planner Bob Mathen outlined the ordinance.

Mayor Owen opened the Quasi-Judicial Public Hearing.

As no citizens wished to speak, Mayor Owen closed the Quasi-Judicial Public Hearing.

Motion:
Commissioner Hartman moved to adopt Ordinance No. 46-22. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

8.L Ordinance No. 47-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend Chapter 54, Section 54-4 of the New Smyrna Beach Code of Ordinances.

City Attorney Avallone read Ordinance No. 47-22, the second time, by title only.

Senior Planner Bob Mathen outlined the ordinance.

Mayor Owen opened the Public Hearing.

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

Motion:
Vice Mayor McGuirk moved to adopt Ordinance No. 47-22. Commissioner Hartman seconded the motion, and the motion carried unanimously.

8.M Ordinance No. 48-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend Land Development Regulation Section 1103.A.(1), not requiring a full survey on a Class I Site Plan for a fence permit.

City Attorney Avallone read Ordinance No. 48-22, the second time, by title only.

Senior Planner Bob Mathen outlined the ordinance.

Mayor Owen opened the Public Hearing.

Jill Dempsey, 1519 North Peninsula Avenue, commented on the surveyors' backlog for months. She noted the difference between a boundary survey and a full survey.

Mayor Owen closed the Public Hearing.

Motion:
Commissioner Hartman moved to adopt Ordinance No. 48-22. Vice Mayor McGuirk seconded the motion, a 4-1 majority vote, with Commissioner Kolody voting no.

8.N Ordinance No. 49-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend Land Development Regulation Section 803.03, as it pertains to fences.

No action.

8.O Ordinance No. 52-22: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would approve the 3rd Amendment to the Regency/Wal-Mart PUD Master Development Agreement.

City Attorney Avallone read Ordinance No. 52-22, the second time, by title only.

Chief Planner Jeff Gove outlined the ordinance. Attorney Michael Woods outlined a PowerPoint Presentation.

Mayor Owen opened the Public Hearing.

Shannon Francis, 715 Francis Avenue, questioned how long the project would take and in what order it would be built. She questioned the security gates to enter the complex.

Jesus Romero, 708 South Cooper Street, questioned the entrance and exit of the property. He questioned the safety of the complex and the police response. He commented on the entrance and exit of the fire department.

Mayor Owen explained the impact fees incurred by the project and how they apply.

Attorney Michael Woods addressed the concerns from the public hearing.

Mayor Owen closed the Public Hearing.

Motion:
Commissioner Kolody moved to adopt Ordinance No. 52-22. Vice Mayor McGuirk seconded the motion, a 4-1 majority vote, as amended to include conditions that the conceptual plan be revised to include the secondary access point into the Walmart parcel, and that the revised site plan would be presented to the City Commission after the Planning and Zoning meeting, with Commissioner Sachs voting no.

9. ORDINANCES - FIRST READING

9.A Ordinance No. 53-22: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would expand the existing Flagler Avenue Special Parking District to include the property located at 214 Columbus Avenue.

City Attorney Avallone read Ordinance No. 53-22, the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on September 13, 2022.

9.B Ordinance No. 54-22: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would revise charges for household and commercial Solid Waste.

City Attorney Avallone read Ordinance No. 54-22, the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on September 13, 2022.

9.C Ordinance No. 55-22: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 0.27 acres of land located on Bolton Road.

City Attorney Avallone read Ordinance No. 55-22, the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on September 13, 2022.

9.D Ordinance No. 56-22: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would create a Small Scale Comprehensive Plan amendment changing the Future Land Use from Volusia County Future Land Use designation of Urban Low Intensity to City Future Land Use designation of Low Density Residential on a property located on Bolton Road as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 56-22, the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on September 13, 2022.

9.E Ordinance No. 57-22: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 0.27 acres of land located on Bolton Road from County R-1, Urban Single Family Residential to City R-1CO, Urban Single Family Residential as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 57-22, the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on September 13, 2022.

10. BOARDS AND COMMISSIONS

No action.

11. MAYOR AND COMMISSION REPORTS

Vice Mayor McGuirk shared that he did not have a report.

Commission Hartman congratulated the winners of the primary election.

Commissioner Kolody commented on stop signs and the traffic calming manual. He commented on the need to have staff address four-way stop signs. He commented on the proliferation of golf carts on the North Causeway.

Commissioner Sachs commented on relinquishing the family duty of adopting the park at the Indian River Lagoon Reserve. He commented on how staff kept the park clean and hoped someone would take on the task. He commented on lowering the speed limit on Saxon Avenue. He commented that his wife has submitted a petition for the traffic calming review.

Mayor Owen commented on the stop signs and speeding on Riverside Drive. He commented on the budget workshop and the salary for staff and stated it would be on the September 13, 2022, City Commission agenda for discussion. He mentioned the importance of discussing E-scooters and complying with Florida State Statutes.

12. CITY MANAGER'S REPORT

No action.

13. CITY CLERK'S REPORT

No action.

14. CITY ATTORNEY'S REPORT

No action.

15. ADJOURNMENT

As there was no further business to discuss, Mayor Owen adjourned the meeting at 9:38 pm.

City Commission Workshop
Tuesday, August 30, 2022 at 9:00 AM
Minutes

I. CALL TO ORDER

Having been duly advertised as required by law, the General Discussion Workshop of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, August 30, 2022 at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, FL 32168.

Mayor Russ Owen called the workshop to order at 9:08 AM.

Present: Mayor Russ Owen, Vice Mayor Jason McGuirk, Commissioner Randy Hartman, Commissioner Michael Kolody and Commissioner Jake Sachs.

II. PUBLIC PARTICIPATION

Donna Athearn, 684 Corbin Park Road, commented on considering the Farmer's Markets and the products that they sell. She mentioned that the current operations were not abiding by State Statute. She submitted a copy of the Florida State Statute regarding Cottage Food Operations to the City Clerk so that it could be included in the public record.

Laurie Shannon, 715 Francis Avenue, commented about the apartments being built and asked if there was a statute of limitations for developers to build on property.

Jessica Realin, 705 Francis Avenue, commented about preserving the green space on Francis Avenue and hoped that they would continue to consider preserving the green space or adding a park.

Jennifer Swauger, 713 Francis Avenue, commented about the vacant space on Francis Avenue. She wanted to understand the zoning for the property. She asked about the removal of properties from the Affordable Housing list.

Michael Shannon, 715 Francis Avenue, commented about the donation offer of $25,000 from the Habitat for Humanity to build a park on the vacant Francis Avenue property. He wanted to know if there were other designated donations for building parks in other areas of the City. He asked if he needed to complete a FOIA request.

Cindy Sniezak, 512 Yupon Street, commented on the 120 Flagler Avenue options. She thought it would be a good location to have temporary Police presence. She commented on Ordinance No. 53-22 regarding 214 Columbus Street; including it into the parking district. She stated that the proposed parking lot would include a single ingress and egress. She hoped that there would be a discussion on that before it was voted on. She mentioned that the applicant wanted to pave the parking lot instead of a permeable parking lot. She mentioned concerns with that.

As no further citizens wished to speak, Mayor Owen closed Public Participation. He commented citizen concerns.

III. GENERAL DISCUSSION WORKSHOP

City Manager Khalid Resheidat led the discussions below.

- **Discussion of options for the City property at 120 Flagler Avenue**

City Manager Resheidat outlined seven (7) options for the property.

Commissioner Kolody shared that the priority was to improve the traffic situation in that area. He commented on item no. 3, supporting it, if it was necessary to improve the traffic situation. He commented on option no. 6 and shared that if the building would not need to be moved to improve traffic, then he supported selling the property.

Vice Mayor McGuirk concurred with Commissioner Kolody. He shared that his preference was to move the building to create more space for traffic.

Commissioner Hartman shared that he attended the public meeting and that the overwhelming thoughts of the residents were that moving the building would not improve traffic. He stated that the most efficient use of the property would be to create more office space. He mentioned if they were not going to do that, then he supported selling the building. He mentioned that option no. 4 was not an option.

Commissioner Sachs shared that the traffic problem would not be alleviated if they moved the building to improve traffic. He shared that the building was not fully a historic building, although it was a contributing structure to a historic district. He supported using the property to convert to office spaces.

Mayor Owen mentioned that they were 69 days away from an election and that they needed to acknowledge that at least two current commissioners would not be serving in the future. He supported the options to help improve the traffic problem. He shared that

they had not built a consensus around a concrete solution for this property. He was opposed to item no. 4. He emphasized long-term planning. He leaned towards improving traffic with the assistance of traffic experts. He shared that if they could not do that, then he supported selling or leasing the property.

City Commission consensus supported Option No. 7, requesting that the City Manager bring back a lease proposal for review.

- **Francis Avenue – City Properties**

City Manager Resheidat commented on 706 and 708 Francis Avenue. He shared that those properties were removed from the Affordable Housing list. He stated that they needed to conduct a public meeting with the Francis Avenue residents to gain input on how they wanted the donated $25,000 to be utilized.

Mayor Owen asked for verification that this property was never designated as a park.

City Manager Resheidat confirmed that there was never an official action designating 706 and 708 Francis Avenue as a park. He shared that there was previous discussions about the topic, but there was no official action or designation.

Commissioner Kolody shared that the City currently maintained the property and that he wanted the City to continue to maintain it, even if it was green space.

Commissioner Hartman supported using the property for green space. He was not in favor of contracting Yellowstone to maintain the property because it would drive the costs up.

Vice Mayor McGuirk shared that he wanted the property to remain an open space. He wanted to allow the space to be used as a field. He shared that if Habitat for Humanity wanted to donate the funds to improve the property, he supported that. He shared that if shade structures were implemented, there would be a possible homeless community issue.

Commissioner Sachs shared that the open space and green space had numerous benefits to the City. He shared that he wanted the residents to have discussions with the Habitat for Humanity for future possible improvements.

Mayor Owen shared that it was very honorable and generous that the Habitat for Humanity offered the donation for this property. He shared that the resident concerns were recognized. He supported the idea of leaving the property alone as if. He was concerned that any action they took would lead to long-term problems. He confirmed

that there was two distinct lots, 206 and 208 Francis Avenue and what they decided to do for one lot, would be done for the other as well.

City Manager Resheidat confirmed that both lots would be awarded the same action. He suggested a public meeting with Habitat for Humanity and the Francis Street residents to decide on future action.

City Commission consensus was to conduct a public meeting between the Habitat for Humanity and the Francis Street residents to determine the future use of the property located and 706 and 708 Francis Avenue.

- **Discussion of leased parking for the Flagler Ave businesses**
- **Discussion of parking district**

Assistant City Manager Ron Neibert outlined a PowerPoint Presentation. He shared that the City does not have any available spaces that could be used for parking. He provided a brief history and shared possible solutions.

Commissioner Hartman shared that he supported formulating a solution with the local businesses. He stated that there was no room for parking.

Commissioner Sachs stated that the City has discussed possible solutions, such as public trolleys in the past and that a possible solution was never decided.

Mayor Owen commented on staff and leaders in the Community; such as FABA and the Chamber of Commerce, should go out to other communities that experienced similar problems, such as site constraints, and bring feedback back. He mentioned learning from those cities. He believed that the options would be a taxing district for tourism type spending. He thought that the City had to take more of a leadership position on this issue. He did not want to lay the burden at the residents' feet, believing it should be a public and private partnership.

Commissioner Kolody added that the price should be $500 per parking space.
City Manager Resheidat shared that a clear direction was needed.

Vice Mayor McGuirk favored getting rid of the current system. He mentioned "analysis paralysis". He wanted to move forward.

Mayor Owen shared that it was much easier to oppose than approve proposed change.

Assistant City Manager Neibert shared that the parking leases renew on October 1st.

City Commission consensus was for staff to bring back options to dissolve or extend the leased parking program.

City Attorney Carrie Avallone suggested bringing back a proposed an ordinance addressing the issue and shared that the first and second readings would be scheduled for September 13th and 27th in order to be adopted by October 1st***.***

City Commission consensus supported the City Attorney's suggestion.

- **Report by the Turnbull Creek Committee**

Turnbull Creek Land Preservation Committee Chair Donna Athearn outlined a report regarding the Turnbull Creek Land Preservation Committee. She asked for directions from the City Commission regarding where they wanted the Committee to go next.

Commissioner Hartman shared that when they proposed the bond, the idea was to create more green space. He wanted to secure the lands on the edge of the Turnbull Creek. He wanted to continue to move forward and he commended the Committee to move forward to the next phase so that they could showcase that area. He wanted to make it a piece of property that kids could walk down by the creek. He believed it was a vital and important part.

Mayor Owen was concerned about going north of SR 44. He shared that if the canal was currently cleaning and opening up, then they should let it continue naturally. He mentioned continuing to get the access of the area by property acquisitions and continuing to improve the flow. He did not want to see a clean bank.

Discussion ensued about impeding the natural flow of the water in the neighborhood, continue improving the flow of the water by cleaning up the area and maintaining the invasive plant species.

Commissioner Kolody commended the Committee for doing a good job.

Vice Mayor McGuirk mentioned that the Committee was originally created to help with property acquisition. He did not want the duties of the Committee to become convoluted. He wanted to be very clear and specific about the direction of the Committee.

Ms. Athearn shared that the creek was imperative for drainage. She believed that it was a good idea to change the Committee to an Advisory Committee, tasking them finding and approving grants supporting creek initiatives.

City Commission consensus was for the City Manager to meet with the Turnbull Creek Land Preservation Committee members to discuss future plans and provide direction for the Committee. He planned to bring the item back to the City Commission on a future agenda after that discussion.

- **Discussion of E-Scooters**

Mayor Owen shared information about concerns that he had with E-Scooters. He mentioned an incident during the last Spring Break. He shared that the issue was causing problems with residents, staff and Law Enforcement. He asked the City Attorney if there were any options to regulate the issue.

City Attorney Avallone explained that local governments could regulate how E-Scooters could operate on City streets via Ordinance. She shared that they could craft legislation and require Franchise Agreements limiting the use.

Mayor Owen asked if they could limit the operators. He asked if any City has been able to prohibit the use of E-Scooters.

City Attorney Avallone shared that she found local laws that were passed regarding the issue.

Mayor Owen asked for City Commission input.

City Commission consensus was to for the City Attorney to bring back options as a discussion item on a future agenda.

- **Open discussion**

Commissioner Kolody commented about a concern regarding the City's budget. He shared that it was unbelievable to him that his taxes were increasing.

Commissioner Sachs shared concerns that he had for the City. He described the difference in New Smyrna Beach over the past twenty years. He mentioned that they were going in the wrong direction, commenting on water issues and road infrastructure. He mentioned that the City needed to begin fixing up things in the City before building new things. He mentioned parks. He did not want to get to a place where the quality of life has diminished.

Vice Mayor McGuirk shared that he would be continuing to advocate for the Opportunity Grant. He shared that US1 specifically benefitted from this grant. He mentioned taking aggressive action in an effort to not lose ground on this subject. He was concerned about

looking like Daytona Beach and Holly Hill on US1. He mentioned the permitted US1 uses and encouraged taking aggressive steps in the future. He shared that the businesses were underperforming.

Commissioner Hartman shared an Excel Spreadsheet of the enclaves. He suggested sending out letters to the properties listed on the sheet to encourage them to annex into the City, mentioning they would benefit. He shared that there was nothing harmful about annexing in these properties. He asked for a consensus to move forward annexing these properties into the City.

Vice Mayor McGuirk shared that there was a very contentious meeting in the past when the voluntary annexation program was implemented. He mentioned that there was Police presence at that meeting. He shared that the key was to have an educational process to assist.

Mayor Owen shared that if they had the power to force the annexation; then force the annexation. He clarified they were discussing the enclaves and much smaller areas and not places like Silver Sands.

Mayor Owen commented on the budget. He shared that he received his tax bill and that his taxes were going down. He shared that the City's taxes were significantly lower that Volusia County and many other Cities.

IV. COMMISSION COMMENTS

Comments were shared after each listed discussion topic.

V. ADJOURNMENT

As there was no further business to discuss, Mayor Owen adjourned the General Discussion Workshop at 11:49 AM.

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

RESOLUTION NO. 46-22: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD AUTHORIZE A RATE INCREASE REQUESTED BY WASTE PRO BASED ON THE CPI-U FROM JULY, 2022 OF 4% FOR RESIDENTIAL CURBSIDE RECYCLING COLLECTION.

September 13, 2022

Background:

The current agreement with Waste Pro allows for Waste Pro to request annual rate increases of up to a maximum of 4% each year based on the Consumer Price Index ("CPI-U") Water, Sewer, and Trash Collection Services (CUUR0000SEHG) as published by the US Department of Labor for the preceding twelve (12) month period. The CPI only applies to the cost of collection. The most recent published index is July 2022 with the change for the preceding 12 months being 4% (July 2021 v. July 2022). The contract provision reads:

"Beginning on October 1, 2021 of this Renewal Agreement, the compensation payable to Contractor for all residential recycling services contained in the original Agreement will be adjusted as follows; The Contractor may request a rate adjustment ***up to a maximum of 4% per year*** *to reflect the Consumer Price Index ("CPI-U") Water, Sewer, and Trash Collection Services (CYSR0000SEHG) as published by the U.S. Department of Labor for the 12 month period preceding each July, which the City will not unreasonably deny. The new rate, as approved by the City Commission, would be effective on October 1st of each of the five (5) years of the Agreement term. The rates for any subsequent renewal or extension of this Agreement beyond September 30, 2026 shall be negotiated pursuant to Article II, Term."*

Waste Pro submitted their request for this cost of living increase on August , 2022. A 4% increase amounts to an estimated annual cost of $32,340.

This would take effect 10/1/22

Fiscal Analysis:

FY 22/23 Annual Budget, Solid Waste Fund

Strategic Plan Item:

Yes

Staff Report Created By: David Ray - Assistant Director - Maintenance Operations

Attachments:

Waste Pro Residential Curbside Recycling Collection Agreement.pdf
Increase letter 4.1.22.pdf
NSB CPI 8 29 2022 calculation 2022-08-29 20_07_04.pdf
Res 46-22 Waste Pro Residential Recycling Collection Rate Adjustment.pdf

RENEWAL AGREEMENT
RESIDENTIAL CURBSIDE RECYCLING COLLECTION AGREEMENT

WHEREAS, the parties, City of New Smyrna Beach, Florida (City) and Waste Pro of Florida, Inc. (Contractor) entered into a 5-year Agreement (Contract) to provide recycling services for single-family, duplex, and mobile home units, and multi-family recycling services for all multi-family units, condominiums, cooperatives, and mobile homes in mobile home parks with the City of New Smyrna Beach ending on September 30, 2021; and

WHEREAS, the parties entered into Amendment No. 1, on October 8, 2018, providing for a Recycling Processing Fee; and

WHEREAS, the parties desire to renew the Agreement for an additional 5-year term ending September 30, 2026, with the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement between the parties to provide recycling services for single-family, duplex, and mobile home units, and multi-family recycling services for all multi-family units, condominiums, cooperatives, and mobile homes in mobile home parks with the City of New Smyrna Beach effective October 1, 2016 and ending September 30, 2021, as amended by Amendment No. 1 on October 8, 2018, is hereby renewed for an additional 5-year term ending on September 30, 2026. All terms and conditions of the Agreement shall remain in full force and effect during the renewal term except as expressly provided hereinafter. In the event of a conflict between any term or condition of the original Agreement effective October 1, 2016, Amendment No. 1, and any term or condition of this Renewal Agreement, the term or provision of this Renewal Agreement shall prevail. Upon mutual consent between the parties this Agreement may be renewed for additional five (5) year terms.

2. Article IV, Scope of Work, is amended to add the following:
   The Contractor shall empty all refuse containers used by the general public in any of the areas or places as listed in Exhibit "A". The schedule may be amended during the term of the agreement upon the direction of the City Manager or his/her designee. The City shall have the right to use regular commercial type trash containers, cans, or toters with covers. Servicing of these facilities shall be performed at no cost to the City. The City shall have the right to amend the list referenced as Exhibit "A" as frequently as is necessary. The collection of public containers shall be at no charge to the City.

3. Article IV, Scope of Work, 1. Residential Recycling Service for Single-Family, Duplex and Mobile Home Units is amended to add the following:

The City may choose from time to time to eliminate certain items from the list of recyclable materials if and when market changes have declined to such a point that there is no market for the specific commodity. The Contractor will be responsible for notifying residents of any change in allowable recyclable materials.

4. Article X, Recycling Promotion/Educational Program, Subsection E., is hereby amended to read as follows:
   The City and Contractor shall cooperate in the design of educational and promotional materials, newspaper ads and programs such as door hangers, flyers, refrigerator magnets, calendars, recycle/reusable bags, and other items as approved by the City. The Contractor will be required to provide promotional and educational materials to the City, its residents and commercial business entities annually in an amount not less than $5,000 or equivalent value. All promotional and educational material must be in a form approved in writing by the City. The Contractor shall be solely responsible for attending and conducting presentations to civic groups, homeowners' associations (HOA, business groups and other appropriate citizens groups), at the City's request, no more than six (6) events per year. The Contractor will be responsible for all costs related to the promotion of services within the City.

5. Article XI, Compensation, Payment of Invoice, Subsection C, is hereby amended to read as follows:

   Beginning on October 1, 2021 of this Renewal Agreement, the compensation payable to Contractor for all residential recycling services contained in the original Agreement will be adjusted as follows; The Contractor may request a rate adjustment **up to a maximum of 4% per year** to reflect the Consumer Price Index ("CPI-U") Water, Sewer, and Trash Collection Services (CYSR0000SEHG) as published by the U.S. Department of Labor for the 12 month period preceding each July, which the City will not unreasonably deny. The new rate, as approved by the City Commission, would be effective on October 1st of each of the five (5) years of the Agreement term. The rates for any subsequent renewal or extension of this Agreement beyond September 30, 2026 shall be negotiated pursuant to Article II, Term.

6. Article XI, Compensation, Subsection E, Recycling Processing Fee, is hereby amended to read as follows:

   On October 1, 2018, the City authorized the payment of a monthly amount equal to $77.50 per ton for processing of recyclable materials collected under the terms of this

Agreement. In April of each year during the term of this Renewal Agreement, the City and the Contractor will conduct a re-evaluation of the actual recycling costs. If such re-evaluation shows a market change in the City's favor then the per tonnage rate of $77.50 will be adjusted accordingly. It there is no market change in the City's favor, the City will continue to pay the processing fee at the rate of $77.50 per ton for processing of recyclable materials.

7. Article XI, Compensation, is amended to add the following new Subsection F:
F. Revenues Generated from Recycling. The Contractor shall account for all revenues generated through the sale of collected recycling materials and report all such revenue to the City monthly. Ninety percent (90%) of any net revenues generated from the sale of recyclables will be retained by the Contractor. The Contractor will submit ten percent (10%) of net revenue received by the Contractor to the City within thirty (30) days of receipt of such revenues along with an accounting report of the total revenues received by the Contractor.

8. Article XXV, Attorneys' Fees, Contractor agrees to fully reimburse the City for any attorney's fees, costs, or damages the City incurs as a result of any legal challenge related to this Renewal Agreement made by a third-party. In the event the costs become prohibitive during the pendency of the litigation, Contractor can withdraw from the contract without penalty. However, in the event Contractor elects to withdraw from the contract, it must continue to provide all services according to the terms of the contract up to and until the City has secured a new provider and the new provider begins providing such services.

IN WITNESS WHEREOF, the parties have executed this Agreement at New Smyrna Beach, Florida, on the 28th day of September, 2021.

WASTE PRO OF FLORIDA, INC.

By: _____
Eric Sankey, Regional Vice President

ATTEST:

_____
Kerry M. Salazar, Controller

(City Seal)

CITY OF NEW SMYRNA BEACH
A Municipal Corporation

By: _____
Russ Owen, Mayor

ATTEST:

_____
Kelly McQuillen, City Clerk

(City Seal)

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

Carrie Avallone
City Attorney

Date: 10/4/2021

Exhibit A
City Recycling Program Locations

City Facility	Address	96-gallon toter for office paper/ newspapers	18-gallon recycling bin(s) - comingled
Babe James Center	201 N. Myrtle Avenue	1	2
Brannon Civic Center	105 S. Riverside Drive	1	2
Building & Maintenance Div.	301 Smith Street	0	1
City Gym/Recreation Center	1000 Live Oak	1	2
City Hall	210 Sams Avenue	1	1
City Hall Annex	214 Sams Avenue	1	1
Coronado Civic Center	223 Flagler Avenue	0	1
Fire Station #50	100 SR 44	1	1
Fire Station #51	3151 SR 44	0	1
Fire Station #52	500 East 3rd Avenue	0	1
Fire Station #53	238 Industrial Park Ave.	0	1
Live Oak Center	1050 Live Oak Street	1	1
Maintenance Operations Dept.	124 Industrial Park Ave.	1	1
Municipal Marina	201 N. Riverside Drive	0	2
Police Department	246 Industrial Park Ave.	1	2

Notes:

- City park locations to be added at a future date when appropriate recycling containers that contain an opening specific for bottles, cans only can be obtained.
- Quantity of toters/bins may need to be adjusted based on actual usage/need during the term of the Agreement.

WASTE PRO
Caring For Our Communities.

April 1, 2022

David Ray
Director of Maintenance Operations
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Dear David,

Based on the Renewal Agreements to our contract for "Solid Waste, Vegetative Yard Waste, and Bulk Waste Collection and Disposal" and for "Residential Curbside Recycling Collection" we are requesting CPI adjustments to the pricing for both agreements. The Agreements provide for up to a 4% price increase based on the change in the Consumer Price Index for Water, Sewer and Trash Collection Services (CUSR0000SEHG) as published by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding twelve (12) month period preceding each July.

The CPI index for July will be available sometime in mid-August and we will provide you the calculation at that time.

Please contact me if you have any questions.

Sincerely,

Ken DeForest
Division Manager

cc. Erik Sankey

WASTE PRO
Caring For Our Communities.

August 29, 2022

David Ray
Director of Maintenance Operations
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Dear David,

Our Renewal Agreement provides for an annual rate increase up to 4% per year. This year's "Water, Sewer, and Trash Collection Services" index has increased by 4.35%. The Annual maximum of 4% should be applied to our rates beginning October 1, 2022 through September 30, 2023. I have included the index below for your review.

If you have any questions, please call.

Sincerely,

Ken DeForest
Division Manager

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id:	CUUR0000SEHG,CUUS0000SEHG
Not Seasonally Adjusted	
Series Title:	Water and sewer and trash collection services in
Area:	U.S. city average
Item:	Water and sewer and trash collection services
Base Period:	DECEMBER 1997=100
Years:	2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	183.984	185.499	186.280	187.473	187.788	188.489	189.750	191.927	191.833	192.370	192.921	193.237
2013	194.553	195.505	195.981	196.319	196.727	196.989	198.173	198.736	198.804	199.759	200.004	200.203
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562	209.414
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097					

2021	261.706
2022	273.097
change	11.391
%	4.35%

RESOLUTION NO. 46-22

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH APPROVING A RATE ADJUSTMENT FOR WASTE PRO OF FLORIDA, INC., IN THE AMOUNT OF 4% FOR THE COST OF RESIDENTIAL CURBSIDE RECYCLING COLLECTION SERVICES PURSUANT TO SECTION 5 OF THE RENEWAL AGREEMENT EFFECTIVE OCTOBER 1, 2021, BETWEEN THE CITY OF NEW SMYRNA BEACH AND WASTE PRO OF FLORIDA, INC.; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's 5-year renewal agreement with Waste Pro of Florida, Inc. for residential curbside recycling collection services effective October 1, 2021, includes a provision that allows the Contractor to request a rate adjustment to the cost of collection up to a maximum of 4% each year of the agreement; and

WHEREAS, Waste Pro of Florida, Inc. submitted their request for a rate adjustment based upon the actual Consumer Price Index for Water, Sewer, and Trash Collection Services as published by the U.S. Department of Labor (CPI-U%); and

WHEREAS, the City's Finance Director has reviewed the request and recommends that the requested rate adjustment be approved at the rate of 4%, the CPI-U%, and has prepared charts depicting the rate increase; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to establish a rate adjustment for Waste Pro of Florida, Inc., for the cost of collection services on and after October 1, 2022 based on the actual CPI-U%.

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

SECTION 1: ***Approval.*** That the rate adjustment for refuse collection fees for Waste Pro of Florida, Inc., is hereby approved in a percentage rate equal to 4%, the CPI-U% for the immediate preceding 12-month period, for services beginning October 1, 2022:

Monthly Residential Curbside Recycling Services	Frequency	Recycle Waste Services	
		FY21/22	FY22/23
RESIDENTIAL UNIT	Once a week	$3.02	$3.14

SECTION 2: ***Conflicting Resolutions.*** That any and all resolutions that are in conflict herewith be and the same are hereby rescinded and repealed.

SECTION 3: ***Effective Date.*** That this resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 9/1/2022

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

RESOLUTION NO. 47-22 : CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD AUTHORIZE A RATE INCREASE REQUESTED BY WASTE PRO BASED ON THE CPI-U FROM JULY, 2022 OF 4% FOR SOLID WASTE, VEGETATIVE YARD WASTE, AND BULK WASTE COLLECTION AND DISPOSAL.

September 13, 2022

Background:

The current agreement with Waste Pro allows for Waste Pro to request annual rate increases of up to a maximum of 4% each year based on the Consumer Price Index ("CPI-U") Water, Sewer, and Trash Collection Services (CUUR0000SEHG) as published by the US Department of Labor for the 12 month period preceding each July. The CPI only applies to the cost of collection. The most recent published index is July 2022 with the change for the preceding 12 months being 4% (July 2021 v. July 2022).

"Beginning on October 1, 2021 of this Renewal Agreement, the compensation payable to Contractor for all solid waste collection and disposal services contained in the original Agreement will be adjusted as follows; The Contractor may request a rate adjustment ***up to a maximum of 4% per year*** *to reflect the Consumer Price Index ("CPI-U") Water, Sewer, and Trash Collection Services (CYSR0000SEHG) as published by the U.S. Department of Labor for the 12 month period preceding each July, which the City will not unreasonably deny. The new rate, as approved by the City Commission, would be effective on October 1st of each of the five (5) years of the Agreement term. The rates for any subsequent renewal or extension of this Agreement beyond September 30, 2026 shall be negotiated pursuant to Article II, Term*."

Waste Pro submitted their request for this cost of living increase on August , 2022. A 4% increase amounts to $231,340. This estimate could be higher given new home construction or annexations during the year total estimated increase $251,400.

This would take effect 10/1/22

Fiscal Analysis:

FY 22/23 Annual Budget, Solid Waste Fund

Strategic Plan Item:

Yes

Staff Report Created By: David Ray - Assistant Director - Maintenance Operations

Attachments:

Waste Pro Solid Waste Vegetative Yard Waste and Bulk Waste Collection an....pdf
Increase letter 4.1.22.pdf
NSB CPI 8 29 2022 calculation 2022-08-29 20_07_04.pdf
Res 47-22 Waste Pro Solid and Yard Waste Rate Adjustment.pdf

RENEWAL AGREEMENT
CONTRACT FOR SOLID WASTE, VEGETATIVE YARD WASTE, AND BULK WASTE COLLECTION AND DISPOSAL

WHEREAS, the parties, City of New Smyrna Beach, Florida (City) and Waste Pro of Florida, Inc. (Contractor) entered into a 5-year Agreement (Contract) for collection and disposal of Solid Waste, Yard Waste, and Bulk Waste by Contractor, ending on September 30, 2011, which was renewed for additional 5-year terms ending September 30, 2016, and September 30, 2021; and

WHEREAS, the parties desire to renew the Contract for an additional 5-year term ending September 30, 2026, pursuant to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. The Contract between the parties for collection and disposal of Solid Waste, Yard Waste, and Bulk Waste effective October 1, 2006 and ending September 30, 2011, with subsequent 5-year renewal terms ending September 30, 2016, and September 30, 2021, is hereby renewed for an additional 5-year term ending September 30, 2026. All terms and conditions of the Contract and the subsequent renewals shall remain in full force and effect during the current renewal term except as expressly provided hereinafter. In the event of a conflict between any term or condition of the original Contract effective October 1, 2006, and any term or condition in any subsequent Renewal Agreement, the term or provision of this current Renewal Agreement shall prevail. Upon mutual consent between the parties this Agreement may be renewed for additional five (5) year terms.

2. Article III, Payment.
(a) During the term of this Renewal Agreement, under Article III, *Payment,* Section A, *Payment for Services,* the City agrees to pay the Contractor the current amounts specified in Exhibit "B".

(b) Changes in Collection Price. Beginning on October 1, 2021 of this Renewal Agreement , the compensation payable to Contractor for all solid waste collection and disposal services contained in the original Contract will be adjusted as follows: The Contractor may request a rate adjustment **up to a maximum of 4% per year** to reflect the Consumer Price Index ("CPI-U") Water, Sewer, and Trash Collection Services (CUUR0000SEHG) as published by the U.S. Department of Labor for the 12 month period preceding each July, which the City will not unreasonably deny. The new rate, as approved by the City Commission, would be effective on October 1st of each of the five (5) years of the Contract term. The rates for any subsequent renewal or extension of this Agreement beyond September 30, 2026 shall be negotiated pursuant to Article IV, Term.

(c) Franchise Fee. The Franchise Fee as provided in Article III, Payment, Section H, Franchise Fee of the Contract shall be a minimum of $469,215.00, annually, during each year of the five (5) year renewal term. The City will collect the franchise fee by deducting ten percent (10%) of the gross monthly billing prior to making payment to the Contractor. If the franchise fee collected by the City during the prior twelve (12) months of the anniversary date of the Contract is less than the required annual amount, the Contractor agrees to remit to the City any shortfall within sixty (60) days of notification by the City. The City also reserves the right to reduce said franchise fees in lieu of any price increase request by the Contractor and approved by the City Commission.

(d) Article III, Payment, Subsection I, Solid Waste Compliance Officer. During the term of the Renewal Agreement, the Contractor agrees to pay, up to $40,918, annually, for the costs associated with having a Solid Waste Compliance Officer on City staff. Payment of annual cost shall be divided and deducted monthly from the bill to the City at the rate of $3,409.83 per month during the term of this Renewal Agreement.

3. Article V, Manner of Providing Services, B. Schedule and Routes, 1. In General. Contractor also agrees to provide additional collection services needed due to the holidays of Memorial Day, 4th of July, Labor Day, and one additional special event at the City's direction.

4. Article V, Manner of Providing Services, B. Schedules and Routes, 2. Disposal of Refuse. As of October 1, 2021, the Contractor will no longer be allowed to utilize the Volusia County Transfer Station located at 3151 E. New York Avenue for disposal of refuse, unless specifically authorized under specific circumstances by Volusia County. The Volusia County landfill located at 1990 Tomoka Farms Road, Port Orange, Florida, will be the designated landfill used by the Contractor for disposal of refuse collected pursuant to this Contract. Contractor shall not dispose of refuse collected pursuant to this Contract at any other FDEP approved landfill without written notification to the City and approval by the City. The City may direct the contractor to dispose of refuse at a different location due to cost of disposal. Contractor and City will negotiate any additional charges if the City directs the Contractor to a Disposal site further than the Volusia County Landfill or Transfer Station or outside of Volusia County. The City agrees to pay all landfill disposal fees under this Section, excluding third-party contractor demolition fees. The County of Volusia shall bill the City directly for such landfill disposal services.

5. Article V, Manner of Providing Services, C. Quality of Service, 7. Guarantee of Performance. As of October 1, 2021, the Contractor will deposit with the City a performance bond in the amount of not less than seventy-five percent (75%) of the estimated first-year gross revenue for twelve months. Thereafter, on the anniversary date of the Contract through the balance of the term of the Contract, the Contractor will be required to deliver to the City a performance bond equal to seventy-five percent (75%) of the annual gross revenue billing as a guarantee to the City of faithful performance under the terms of this contract.

6. Article V, Manner of Providing Services, Subsection D, Equipment, 2. Amount. Exhibit "C" identifies the current equipment at the start of the Renewal Agreement. Due to the increase in the amount of yard waste, Contractor agrees that the second Cherry Picker (claw truck) will ordered in October 2021, with the knowledge that there are manufacturing delays due to the COVID 19 pandemic issues. In the interim, Contractor agrees to provide a second Cherry Picker on an as needed basis from its existing fleet.

7. Article XXI. Displacement. In accordance with Florida Statute, Section 403.70605, Contractor agrees to contact each business located within the boundaries of the Interlocal Service Boundary Area of New Smyrna Beach on behalf of the City of New Smyrna Beach to provide the three (3) year notice to any private company that will be displaced as a result of the Contractor acquiring additional accounts through the City's agreement with the County through the ISBA. Contractor will make all reasonable efforts to effectuate any changes at the conclusion of a contract period in order to avoid any unnecessary displacement. In the event a transition cannot occur at the conclusion of a contract term, and after notice provided, if a private hauler remains and will be displaced by Contractor, the Contractor and City agree to equally share in any amounts owed to the displaced private hauler pursuant to Florida Statute.

8. Article XXII. Attorneys' Fees. Contractor agrees to fully reimburse the City for any attorney's fees, costs, or damages the City incurs as a result of any legal challenge related to this Renewal Agreement made by a third-party. In the event the costs become prohibitive during the pendency of the litigation, Contractor can withdraw from the Contract without penalty. However, in the event Contractor elects to withdraw from the Contract, it must continue to provide all services according to the terms of the Contract up to and until the City has secured a new provider and the new provider begins providing such services.

IN WITNESS WHEREOF, the parties have executed this Agreement at New Smyrna Beach, Florida, on the 28th day of September, 2021.

WASTE PRO OF FLORIDA, INC.

By: _____
Eric Sankey, Regional Vice President

ATTEST:

_____

(Seal)

CITY OF NEW SMYRNA BEACH,
A Municipal Corporation

By: _____
Russ Owen, Mayor

ATTEST:

_____
Kelly McQuillen, City Clerk

(City Seal)

AS TO FORM AND CORRECTNESS:

_____
Carrie Avallone, City Attorney
Date: 10/4/2021

EXHIBIT A
Renewal agreement with Waste Pro, USA
City Facilities

Facility Name	Address	Container Quantity	Container Type	Weekly Pick-ups
27th Avenue Park	3701 S. Atlantic Ave.	1	8 yd.	3
Babe James Center	201 N. Myrtle Avenue	1	4 yd.	3
Brannon Civic Center	105 S. Riverside Drive	1	8 yd.	2
Buena Vista Park	524 N. Causeway	4 – 6	Toters	2
Building & Maintenance Div.	301 Smith Street	1	8 yd.	2
Building & Maintenance Div.	301 Smith Street	1	20-yd. Construction Roll-off	2
Callalisa Park	598 S. Peninsula Highway	3	Toters	2
Canal Street	From Riverside Drive to Myrtle Ave.	20	Deco Cans	6
Chamber of Commerce	115 Canal Street	1	4 yd.	1
City Gym/Recreation Center	1000 Live Oak	1	8 yd.	2
City Hall	210 Sams Avenue	1	8 yd.	3
City Hall Annex	214 Sams Avenue	1	8 yd.	3
Coronado Civic Center	223 Flagler Avenue	2-4	Toters	2
Detwiler Park	701 S. Oakwood Ave.	2-4	Toters	2
Dog Park	2641 Paige Avenue	1	Toter	2
Due East	End of Due East at River	1	Toter	2
Dune Circle/Spyglass	End of Dune Circle by fishing pier	1	Toter	2
Esther Street Park	551 Esther Street	2-4	Toters	2
Fire Station #50	100 SR 44	1	6 yd.	2
Fire Station #51	3151 SR 44	1	6 yd.	2
Fire Station #52	500 East 3rd Avenue	1	6 yd.	2
Fire Station #53	238 Industrial Park Ave.	1	6 yd.	2
Flagler Avenue	From Ocean to Bridge	25	Deco Cans	6
Flagler Avenue Boardwalk	201 Buenos Aires St.	6-8	Toters	2
Golf Course – Clubhouse	1000 Wayne Avenue	1	8 yd.	3
Golf Course – Maintenance Barn	1000 Wayne Avenue	1	4 yd.	2

EXHIBIT A
Renewal agreement with Waste Pro, USA
City Facilities

Facility Name	Address	Container Quantity	Container Type	Weekly Pick-ups
Grayce Kenemer Barck North Community Beach Park	1100 N. Atlantic Avenue	6	Toters	2
Hillsboro Street	End of Hillsboro at River	1	Toter	2
Holland Park	Otter Blvd.	4-6	Toters	2
Indian River Lagoon Preserve	700 Sandpiper Avenue	2-4	Toters	2
Inlet Shores Park	53 Cunningham Drive	1	Toter	1
Live Oak Cultural Center	1050 Live Oak Street	1	8 yd.	2
Maintenance Operations Dept.	124 Industrial Park Ave.	1	8 yd.	2
Marianne Clancy Park	901 South Atlantic	4-6	Toters	2
Mary Avenue Park & Community Garden	505 Mary Avenue	3	Toters	2
Multi-Use Trail	Trailheads at Pine Street & Sugar Mill Blvd.; Otter/Glencoe Rd.	3	Toters	2
Municipal Marina	201 N. Riverside Drive	1	4 yd.	2
Myrtle Avenue Park	810 Canal Street	1	Toter	2
Non-Profit Agencies as designated by City Manager				
North Causeway Boat Ramp, East	170 N. Causeway	4	Toters	2
North Causeway Boat Ramp, West	160 N. Causeway	1 8	8 yd. Toters	2
Old Fort Park	115 Julia Street	4	Toters	2
Pettis Park	800 Mary Avenue	4-6	Toters	2
Police Department	246 Industrial Park Ave.	2	6 yd. & 8 yd.	2
Riverside Park	105 S. Riverside Drive	1 10-12	8 yd. Toters	2
Rocco Park	2490 Sunset Drive	2	Toters	2
Saxon Trail	End of 18th & 24th Ave	2-4	Toters	2
Skate Park	245 Industrial Park Ave	6-8	Toters	2
SEV Humane Society	1200 S. Glencoe Road	2	8 yd.	2
South Street Fishing Area	East End of South Street			
Sports Complex (inside fence, outside fence, Football Stadium)	1800 Turnbull Road	3	6 yd.	2

EXHIBIT A
Renewal agreement with Waste Pro, USA
City Facilities

Facility Name	Address	Container Quantity	Container Type	Weekly Pick-ups
Sports Complex	1800 Turnbull Bay Road	1	20 yd. roll off	EOW
Streets Yard "The Pit"	1292 Turnbull Road	2 3	20 yd. roll-off 40 yd. roll-off	3
Swoope Boat Ramp	2455 Boat Ramp Drive	1	8 yd.	2
Turnbull Street Park	1220 Turnbull Street	3	Toters	2
Utilities Commission	200 Canal Street	1	4 yd.	2
UC Fleet Maintenance	2495 N. Dixie Highway	1	4 yd.	2
UC Water Plant	413 Smith Street	2	2 yd.	2
UC Warehouse & Electric Dept.	350 Slayton Drive 1151 Field Street	1	6 yd.	2
Woman's Club	403 Magnolia Drive	4-6	Toters	2

EXHIBIT B
Renewal agreement with Waste Pro, USA
Rates charged for Waste Pro Services as of 10/1/21

Monthly Solid Waste	Frequency	Solid Waste Services
SINGLE FAMILY	2 times per week	$12.72
MULTI FAMILY	2 times per week	$14.04
90 GAL TOTER	2 times per week	$31.58
ADDITIONAL TOTER	2 times per week	$37.34
2 ADDITIONAL TOTERS	2 times per week	$43.09
FRONTLOAD 2 YD.	2 times per week	$120.94
	3 times per week	$181.41
	4 times per week	$241.87
	5 times per week	$302.34
	6 times per week	$362.68
FRONTLOAD 4 YD.	2 times per week	$241.87
	3 times per week	$362.81
	4 times per week	$483.75
	5 times per week	$604.47
	6 times per week	$725.36
FRONTLOAD 6 YD.	2 times per week	$362.81
	3 times per week	$544.22
	4 times per week	$725.62
	5 times per week	$907.03
	6 times per week	$1,088.04
FRONTLOAD 8 YD.	2 times per week	$483.75
	3 times per week	$725.62
	4 times per week	$967.50
	5 times per week	$1,209.37
	6 times per week	$1,451.29

EXHIBIT C
Renewal agreement with Waste Pro, USA
Waste Pro Equipment as of 10/1/21

Unit #	Type	Year	Make	Body	Replacement Year
198009	Front Load	2020	Autocar	EZPack	2030
1956	Front Load	2013	Mack	McNeilus	2023
13030	Rear Load	2019	Autocar	McNeilus	2029
13128	Rear Load	2019	Autocar	McNeilus	2029
13129	Rear Load	2019	Autocar	McNeilus	2029
13051	Rear Load	2019	Autocar	McNeilus	2029
693	Rear Load	2010	Mack	New Way	2021
524	Rear Load	2013	Mack	McNeilus	2023
1674	Rear Load	2018	Autocar	McNeilus	2028
345	Rear Load	2012	Mack	New Way	2022
1332	Rear Load	2011	Mack	New Way	2021
13012	Cherry Picker	2019	Freightliner	Petersen	2029
289	Rolloff	2019	Mack	Galbreath	2029

WASTE PRO
Caring For Our Communities.

April 1, 2022

David Ray
Director of Maintenance Operations
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Dear David,

Based on the Renewal Agreements to our contract for "Solid Waste, Vegetative Yard Waste, and Bulk Waste Collection and Disposal" and for "Residential Curbside Recycling Collection" we are requesting CPI adjustments to the pricing for both agreements. The Agreements provide for up to a 4% price increase based on the change in the Consumer Price Index for Water, Sewer and Trash Collection Services (CUSR0000SEHG) as published by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding twelve (12) month period preceding each July.

The CPI index for July will be available sometime in mid-August and we will provide you the calculation at that time.

Please contact me if you have any questions.

Sincerely,

Ken DeForest
Division Manager

cc. Erik Sankey

WASTE PRO
Caring For Our Communities.

August 29, 2022

David Ray
Director of Maintenance Operations
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Dear David,

Our Renewal Agreement provides for an annual rate increase up to 4% per year. This year's "Water, Sewer, and Trash Collection Services" index has increased by 4.35%. The Annual maximum of 4% should be applied to our rates beginning October 1, 2022 through September 30, 2023. I have included the index below for your review.

If you have any questions, please call.

Sincerely,

Ken DeForest
Division Manager

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id:	CUUR0000SEHG,CUUS0000SEHG
Not Seasonally Adjusted	
Series Title:	Water and sewer and trash collection services in
Area:	U.S. city average
Item:	Water and sewer and trash collection services
Base Period:	DECEMBER 1997=100
Years:	2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	183.984	185.499	186.280	187.473	187.788	188.489	189.750	191.927	191.833	192.370	192.921	193.237
2013	194.553	195.505	195.981	196.319	196.727	196.989	198.173	198.736	198.804	199.759	200.004	200.203
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562	209.414
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097					

2021	261.706
2022	273.097
change	11.391
%	4.35%

RESOLUTION NO. 47-22

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH APPROVING A RATE ADJUSTMENT FOR WASTE PRO, USA, INC., IN THE AMOUNT OF 4% FOR THE COST OF COLLECTION PURSUANT TO SECTION 2(b) OF THE RENEWAL AGREEMENT EFFECTIVE OCTOBER 1, 2022, BETWEEN THE CITY OF NEW SMYRNA BEACH AND WASTE PRO USA, INC.; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's 5-year renewal agreement with Waste Pro USA, Inc. for solid waste and yard waste collection services effective October 1, 2021, includes a provision that allows the Contractor to request a rate adjustment to the cost of collection up to a maximum of 4% each year of the agreement; and

WHEREAS, Waste Pro USA, Inc. submitted their request for a rate adjustment based upon the actual Consumer Price Index for Water, Sewer, and Trash Collection Services as published by the U.S. Department of Labor (CPI-U%); and

WHEREAS, the City's Finance Director has reviewed the request and recommends that the requested rate adjustment be approved at the rate of 4%, the CPI-U%, and has prepared charts depicting the rate increase; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to establish a rate adjustment for Waste Pro, USA, Inc., for the cost of collection services on and after October 1, 2022 based on the actual CPI-U%.

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

SECTION 1: ***Approval.*** That the rate adjustment for refuse collection fees for Waste Pro USA, Inc., is hereby approved in a percentage rate equal to 4%, the CPI-U% for the immediate preceding 12-month period, for services beginning October 1, 2022:

Monthly Solid Waste Services	Frequency	Solid Waste Services	
		FY 21/22	FY 22/23
SINGLE FAMILY	2 times per week	$13.19	$13.72
MULTI FAMILY	2 times per week	$14.56	$15.14
90 GAL TOTER	2 times per	$32.75	$34.06

	week		
ADDITIONAL TOTER	2 times per week	$38.72	$40.27
2 ADDITIONAL TOTERS	2 times per week	$44.68	$46.47
FRONTLOAD 2 YD.	2 times per week	$125.40	$130.42
	3 times per week	$188.10	$195.62
	4 times per week	$250.80	$260.83
	5 times per week	$313.50	$326.04
	6 times per week	$376.06	$391.10
FRONTLOAD 4 YD.	2 times per week	$250.80	$260.83
	3 times per week	$376.20	$391.25
	4 times per week	$501.60	$521.66
	5 times per week	$626.77	$651.84
	6 times per week	$752.13	$782.22
FRONTLOAD 6 YD.	2 times per week	$376.20	$391.25
	3 times per week	$564.30	$586.87
	4 times per week	$752.40	$782.50
	5 times per week	$940.50	$978.12
	6 times per week	$1128.19	$1173.32
FRONTLOAD 8 YD.	2 times per week	$501.60	$521.66
	3 times per week	$752.40	$782.50
	4 times per	$1003.20	$1043.33

	week		
	5 times per week	$1254.00	$1304.16
	6 times per week	$1504.84	$1565.03

SECTION 2: ***Conflicting Resolutions.*** That any and all resolutions that are in conflict herewith be and the same are hereby rescinded and repealed.

SECTION 3: ***Effective Date.*** That this resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 9/1/2022

THE CITY OF NEW SMYRNA BEACH - GOLF COURSE

RESOLUTION NO. 48-22: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD AMEND THE FY 2021-2022 BUDGET.

September 13, 2022

Background:

This budget amendment is possible because revenue generated by the golf course has exceeded the projection for FY 22. These funds will be utilized to purchase a new fuel master system, sand for scheduled aeriation of the course, and other final fiscal year end expenses.

Fiscal Analysis:

This amendment will increase the overall budget by $91,000.

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Exhibit A Res. 48-22.pdf
Res 48-22 Budget Amendment FY2021-2022.pdf

Exhibit "A"

ADOPTED BUDGET FISCAL YEAR 2021 - 2022

FUND	ADOPTED BUDGET	Fire & Airport RES. 57-21	Carryforward Projects RES. 65-21	RES. 02-22	RES. 03-22	RES. 05-22	RES. 06-22	RES.09-22	RES.10-22	RES.16-22	RES. 30-22	RES. 39-22	RES. 48-22	TOTAL AMENDED BUDGET
001 - GENERAL FUND	$ 32,847,343	$ 22,710	$ 2,947,017	$ 30,740		$ 119,750	$ 43,693		$ 1,210,778	$ 136,000		$ 1,100,000		$ 38,458,031
003 - BRANNON CENTER / LIVE OAK	$ 479,027													$ 479,027
004 - GOLF COURSE	$ 1,539,970												$ 91,000	$ 1,630,970
101 - STORMWATER	$ 4,600,000		$ 2,314,236					$ (1,941,000)	$ 9,000		$ 310,944	$ 1,100,000		$ 6,393,180
103 - SPECIAL LAW ENFORCEMENT TRUST	$ 130,000													$ 130,000
104 - AIRPORT / INDUSTRIAL PARK	$ 6,386,573	$ 700,000	$ 876,026						$ 45,350					$ 8,007,949
105 - POLICE IMPACT FEE	$ 325,000								$ 100,000					$ 425,000
106 - FIRE IMPACT FEE	$ 340,910	$ 22,710		$ 5,890					$ 4,500			$ 165,000		$ 539,010
107 - RECREATION IMPACT FEE	$ 140,000								$ 288,000					$ 428,000
109 - TRANSPORTATION CAPITAL PROJECTS	$ 750,000													$ 750,000
113 - BUILDING & INSPECTIONS	$ 4,323,734								$ 1,027,000					$ 5,350,734
115 - PARKING FUND	$ 1,400,000		$ 250,000						$ 245,000					$ 1,895,000
125 - COMMUNITY REDEVELOPMENT	$ 2,070,000			$ 50,000	$ 99,143				$ 56,860	$ -		$ (99,143)		$ 2,176,860
130 - ARPA FUND	$ -					$ 298,358					$ 806,184			$ 1,104,542
204 - DEBT SERVICE FUND	$ 560,872													$ 560,872
206 - DEBT SERVICE FUND (2021 NOTE)	$ 9,529,000							$ (2,300,000)				$ (600,000)		$ 6,629,000
207 - SRF DEBT SERVICE SINKING FUND	$ 93,718													$ 93,718
208 - DEBT SERVICE 2005 REV REFUND	$ 472,339													$ 472,339
209 - DEBT SERVICE GO BOND 2005	$ 1,872,985								$ 558,770					$ 2,431,755
210 - 2013 CAPITAL IMPROVEMENT NOTE	$ 706,584													$ 706,584
211 - CAPITAL NOTE ISLESBORO	$ 62,506													$ 62,506
301 - CAPITAL PROJECTS - TURNBULL CREEK	$ -								$ 558,770					$ 558,770
302 - CAPITAL PROJECTS FUND	$ 8,260,000		$ 4,348,935	$ 157,099		$ 119,750	$ 6,850	$ (288,044)	$ 437,000	$ 336,000	$ 793,598	$ 236,477		$ 14,407,665
303 - GOB CAPITAL PROJECTS FUND	$ 32,000		$ 73,000											$ 105,000
405 - SANITATION	$ 8,130,564													$ 8,130,564
408 - CITY MARINA	$ 753,517									$ 75,000				$ 828,517
501 - GARAGE	$ 1,047,347								$ 6,000					$ 1,053,347
TOTAL ALL FUNDS	**$ 86,853,989**	**$ 745,420**	**$10,809,214**	**$ 243,729**	**$ 99,143**	**$ 537,858**	**$ 50,543**	**$ (4,529,044)**	**$ 4,547,028**	**$ 547,000**	**$ 1,910,726**	**$ 1,902,334**	**$ 91,000**	**$ 103,808,940**

Exhibit "A" CONTINUED
STAFF RECOMMENDED ADJUSTMENTS

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	ADOPTED OR AMENDED BUDGET	ADJUSTMENT	REVISED
Total 001 GENERAL FUND						
Total 004 GOLF COURSE FUND						
004	00430000	347212	GREENS FEES	508,850	91,000	599,850
004				**REVENUES**	**91,000**	
004	00457203	549099	OTHER CURRENT CHARGES	2,318	91,000	93,318
125				**EXPENDITURES**	**91,000**	

RESOLUTION NO. 48-22

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022 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. 49-21, which adopted the budget for the City of New Smyrna Beach for the Fiscal Year 2021-2022, and was amended by Resolution No. 57-21, 65-21, 02-22, 03-22, 05-22, 06-22, 09-22, 10-22, 16-22, 30-22 and 39-22 is hereby further amended in order to provide for adjustments in revenues and expenditures.

SECTION 2. That portion of Section 1 of Resolution No. 39-22 reflecting estimated revenues, operating expenditures, and transfers and capital expenditures is hereby amended by increasing or decreasing certain funds identified.

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

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

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 9/1/2022

Exhibit "A"

ADOPTED BUDGET FISCAL YEAR 2021 - 2022

FUND	ADOPTED BUDGET	Fire & Airport RES. 57-21	Carryforward Projects RES. 65-21	RES. 02-22	RES. 03-22	RES. 05-22	RES. 06-22	RES.09-22	RES.10-22	RES.16-22	RES. 30-22	RES. 39-22	RES. 48-22	TOTAL AMENDED BUDGET
001 - GENERAL FUND	$ 32,847,343	$ 22,710	$ 2,947,017	$ 30,740		$ 119,750	$ 43,693		$ 1,210,778	$ 136,000		$ 1,100,000		$ 38,458,031
003 - BRANNON CENTER / LIVE OAK	$ 479,027													$ 479,027
004 - GOLF COURSE	$ 1,539,970												$ 91,000	$ 1,630,970
101 - STORMWATER	$ 4,600,000		$ 2,314,236					$ (1,941,000)	$ 9,000		$ 310,944	$ 1,100,000		$ 6,393,180
103 - SPECIAL LAW ENFORCEMENT TRUST	$ 130,000													$ 130,000
104 - AIRPORT / INDUSTRIAL PARK	$ 6,386,573	$ 700,000	$ 876,026						$ 45,350					$ 8,007,949
105 - POLICE IMPACT FEE	$ 325,000								$ 100,000					$ 425,000
106 - FIRE IMPACT FEE	$ 340,910	$ 22,710		$ 5,890					$ 4,500			$ 165,000		$ 539,010
107 - RECREATION IMPACT FEE	$ 140,000								$ 288,000					$ 428,000
109 - TRANSPORTATION CAPITAL PROJECTS	$ 750,000													$ 750,000
113 - BUILDING & INSPECTIONS	$ 4,323,734								$ 1,027,000					$ 5,350,734
115 - PARKING FUND	$ 1,400,000		$ 250,000						$ 245,000					$ 1,895,000
125 - COMMUNITY REDEVELOPMENT	$ 2,070,000			$ 50,000	$ 99,143				$ 56,860	$ -		$ (99,143)		$ 2,176,860
130 - ARPA FUND	$ -					$ 298,358					$ 806,184			$ 1,104,542
204 - DEBT SERVICE FUND	$ 560,872													$ 560,872
206 - DEBT SERVICE FUND (2021 NOTE)	$ 9,529,000							$ (2,300,000)				$ (600,000)		$ 6,629,000
207 - SRF DEBT SERVICE SINKING FUND	$ 93,718													$ 93,718
208 - DEBT SERVICE 2005 REV REFUND	$ 472,339													$ 472,339
209 - DEBT SERVICE GO BOND 2005	$ 1,872,985								$ 558,770					$ 2,431,755
210 - 2013 CAPITAL IMPROVEMENT NOTE	$ 706,584													$ 706,584
211 - CAPITAL NOTE ISLESBORO	$ 62,506													$ 62,506
301 - CAPITAL PROJECTS - TURNBULL CREEK	$ -								$ 558,770					$ 558,770
302 - CAPITAL PROJECTS FUND	$ 8,260,000		$ 4,348,935	$ 157,099		$ 119,750	$ 6,850	$ (288,044)	$ 437,000	$ 336,000	$ 793,598	$ 236,477		$ 14,407,665
303 - GOB CAPITAL PROJECTS FUND	$ 32,000		$ 73,000											$ 105,000
405 - SANITATION	$ 8,130,564													$ 8,130,564
408 - CITY MARINA	$ 753,517									$ 75,000				$ 828,517
501 - GARAGE	$ 1,047,347								$ 6,000					$ 1,053,347
TOTAL ALL FUNDS	**$ 86,853,989**	**$ 745,420**	**$10,809,214**	**$ 243,729**	**$ 99,143**	**$ 537,858**	**$ 50,543**	**$ (4,529,044)**	**$ 4,547,028**	**$ 547,000**	**$ 1,910,726**	**$ 1,902,334**	**$ 91,000**	**$ 103,808,940**

Exhibit "A" CONTINUED
STAFF RECOMMENDED ADJUSTMENTS

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	ADOPTED OR AMENDED BUDGET	ADJUSTMENT	REVISED
Total 001 GENERAL FUND						
Total 004 GOLF COURSE FUND						
004	00430000	347212	GREENS FEES	508,850	91,000	599,850
004				**REVENUES**	**91,000**	
004	00457203	549099	OTHER CURRENT CHARGES	2,318	91,000	93,318
125				**EXPENDITURES**	**91,000**	

THE CITY OF NEW SMYRNA BEACH - FINANCE

RESOLUTION NO. 49-22: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD TRANSFER THE DEED OF PROPERTIES LISTED AS CRA PROPERTY BUT LEGALLY BELONG TO THE CITY.

September 13, 2022

Background:

In 2019 when the State began requiring a separate audit of all CRAs within Florida. One of the procedures required was checking that properties that legally belong to the CRA are recognized as CRA assets, in the City's book, and that properties that are within the CRA but legally belong to the City are recognized as City assets. In our review of the City's fixed assets and the property appraiser's website, there are parcels that are listed on the property appraiser's website as CRA, although the property belongs to the City. In order to mitigate this we would need to create a quit claim deed for the properties.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sheliza Bhola

Attachments:

Exhibit Res. 49-22 - Property Appaiser office - CRA listed - City owned.pdf
Quit_Claim_Deed_-_CRA_properties (1).pdf
Res 49-22 Transfer Deed of Property CRA to City.pdf

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Select Language

Home / Search / Real Property Search

Real Property - Classic

Real Property Search (Classic)

Need Help

Short Parcel ID
Alternate Key
COMMUNITY REDEVELOPMI
Street # | Dir: | Street Name | Suffix: | Unit
NEW SMYRNA BEACH | Zip
Section | Township | Range | Subdivision
Block | Lot
Property Class: | Millage Group: | Subdivision

Search | Reset Form

Show 10 entries

AltKey	Short Parcel	Owner Name	Site Address	City	PC
3788982	740906050030	COMMUNITY REDEVELOPMENT AGENCY	JESSAMINE AVE	NEW SMYRNA BEACH	8000
3875010	744118000120	COMMUNITY REDEVELOPMENT AGENCY	533 CANAL ST	NEW SMYRNA BEACH	8000
3875524	744122000040	COMMUNITY REDEVELOPMENT AGENCY	JULIA ST	NEW SMYRNA BEACH	8000
3875541	744122000080	COMMUNITY REDEVELOPMENT AGENCY	533 CANAL ST	NEW SMYRNA BEACH	8000
3878078	744133010010	COMMUNITY REDEVELOPMENT AGENCY	115 JULIA ST	NEW SMYRNA BEACH	8900

AltKey	Short Parcel	Owner Name	Site Address	City	PC

Selection Manager

Select all
Select page all
Deselect all

All parcel(s) selected.

View Selected Parcel(s)

Search Manager

View List - Map

Reports

Export to Excel
Mailing List

AltKey	Short Parcel	Owner Name	Site Address	City	PC
3878621	744137010061	COMMUNITY REDEVELOPMENT AGENCY	PROPERTY LOCATION IS NOT AVAIL	NEW SMYRNA BEACH	8000
3878710	744137010110	COMMUNITY REDEVELOPMENT AGENCY	405 CANAL ST	NEW SMYRNA BEACH	8000
3881371	744138273300	COMMUNITY REDEVELOPMENT AGENCY	104 S ORANGE ST	NEW SMYRNA BEACH	8000
AltKey	**Short Parcel**	**Owner Name**	**Site Address**	**City**	**PC**

Proposed Tax Notice

Showing 1 to 8 of 8 entries

Previous 1 Next

Volusia County Property Appraiser
Larry Bartlett, JD, CFA
We Value Volusia

123 W. Indiana Ave. Room 102
DeLand, FL 32720
(386) 736-5901

from 7:30 a.m. to 5:00 p.m
Monday through Friday

Prepared By and Return To:
Carrie Avallone, City Attorney
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

QUIT CLAIM DEED

This indenture made this _____ day of _____, 2022, between COMMUNITY REDEVELOPMENT AGENCY, CITY OF NEW SMYRNA BEACH with an address as 210 Sams Avenue, New Smyrna Beach, FL 32168, as GRANTOR, and THE CITY OF NEW SMYRNA BEACH, a Florida municipal corporation, with an address as 210 Sams Avenue, New Smyrna Beach, FL 32168, as GRANTEE.

WITNESSETH: That the GRANTOR, on behalf of themselves, their heirs, executors, administrators, successors, representatives and assigns, for and in consideration of the sum of TEN DOLLARS, the receipt of which is hereby acknowledged, do remise, release and forever QUIT CLAIMS unto said GRANTEE, on behalf of itself, its heirs, executors, administrators, successors, representatives and assigns, all the right, title, interest, claim or demand which the GRANTOR may have had in and to the following described real property:

Short Parcel ID	740906050030
Property Location	JESSAMINE AVENUE, NEW SMYRNA BEACH, 32168
Legal Description	9 17 34 LOTS 3 4 & 5 BLK 5 COOPERSUB PER OR 3434 PG 1280

Short Parcel Id	744118000120
Property Location	533 CANAL STREET, NEW SMYRNA BEACH, 32168
Legal Description	LOT 12 & W 38 FT OF LOT 13 EXC PT FOR R/W PER OR 7044 PG 421 1 E K LOWDS NEW SMYRNA MB 2 PG 54 PER OR 4466 PG 0443 PER OR 6319 PG 2409

Short Parcel Id	744122000040
Property Location	JULIA ST, NEW SMYRNA BEACH, 32168
Legal Description	E 80 FT OF LOT 4 LOT 4 MARSHALL 1ST SUB MB 15 PG 92 LOWDS NE W SMYRNA PER OR 4466 PG 0443 PER OR 6319 PG 2409

Short Parcel Id	744122000080
Property Location	533 CANAL STREET, NEW SMYRNA BEACH, 32168

Legal Description	LOTS 8 & 9 & S 28 FT OF LOT 10 EXC PT FOR R/W PER OR 7044 PG 4211 MARSHALL 1ST SUB LOWDS NEW SMYRNA PER OR 4466 PG 0443 PER OR 6319 PG 2409
Short Parcel Id	744133010010
Property Location	115 JULIA STREET, NEW SMYRNA BEACH, 32168
Legal Description	ALL BLK A & BLK B SAMS ESTATE NEW SMYRNA INC PER OR 4186 PG 2560-2562
Short Parcel Id	744137010061
Property Location	PROPERTY LOCATION IS NOT AVAILABLE, NEW SMYRNA BEACH, 32168
Legal Description	N 143 FT OF LOT 5 EXC W 40 FT OF BLK 1 V LOWDS NEW SMYRNA MB 1 PG 144 PER OR 3002 PG 1131
Short Parcel Id	744137010110
Property Location	405 CANAL STREET, NEW SMYRNA BEACH, 32168
Legal Description	LOT 11 & LOT 12 EXC W 91.1 FT ON S/L OF S 111.22 FT ON E/L & INC N 28.55 FT OF S 110.55 FT OF W 31.56 FT LOT 12 BLK 1 V LOWDS NEW SMYRNA MB 1 PG 144 PER OR 3718 PG 2811
Short Parcel Id	744138273300
Property Location	104 S. ORANGE STREET, NEW SMYRNA BEACH, 32168
Legal Description	S 10 1/2 FT OF LOT 329 & LOT 330 BLK 27 ANDREWS NEW SMYRNA P ER OR 3817 PG 3920

Property is conveyed in an "as is" condition with no warranties of condition, or fitness for a particular purpose.

TO HAVE AND TO HOLD the said tracts of land, with all singular the rights, members and appurtenances thereof, so that neither GRANTOR nor any other person claiming under him shall at any time claim or demand any right, title or interest to the said tract of land or its appurtenances.

IN WITNESS WHEREOF, the GRANTOR has set their hand and seal, the day and year first above written.

GRANTOR

CITY OF NEW SMYRNA BEACH COMMUNITY REDEVELOPEMENT ARGENCY,

ATTEST:

_____	_____
KELLY MCQUILLEN	RUSS OWEN
City Clerk	Mayor

(CITY SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

I hereby certify that on this day before me, an officer duly qualified to take acknowledgements, personally appeared RUSS OWEN, as Mayor, and KELLY MCQUILLEN, as City Clerk, of the City of New Smyrna Beach, a municipal corporation of the State of Florida, who executed the foregoing instrument and acknowledged before me the execution of same under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation, personally known to me, and did not take an oath.

Witness my hand and official seal in the County and State last aforesaid this _____ day of _____, 2022.

_____
Notary Public
My Commission Expires:

(Notary Seal)

In Witness Whereof:

GRANTEE

_____
Signature

_____
Print Name

THE CITY OF NEW SMYRNA BEACH,
a Florida Municipal Corporation
Non-profit

_____
Signature

_____
Print Name

_____
Khalid Resheidat, City Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

I hereby certify that on this day before me, an officer duly qualified to take acknowledgements, personally appeared Khalid Resheidat, to me personally known or has provided _____ as identification, to be the person described in, and who executed the foregoing instrument and acknowledged before me the execution of same under authority duly vested in her by said corporation, and did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid this _____ day of _____, 2022.

_____
Notary Public
My Commission Expires:

(Notary Seal)

APPROVED AS TO FORM AND CORRECTNESS:

_____
CARRIE AVALLONE
City Attorney

Date: _____

RESOLUTION NO. 49-22

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH APPROVING THE COMMUNITY REDEVELOPMENT AGENCY'S CONVEYANCE OF EIGHT PARCELS OF REAL PROPERTY PREVIOUSLY LOCATED WITHIN THE COMMUNITY REDEVELOPMENT AREA TO THE CITY OF NEW SMYRNA BEACH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2019 the State began requiring a separate audit for all Community Redevelopment Agency within Florida; and

WHEREAS, eight specific properties identified below were at one time owned by the Community Redevelopment Agency, but that particular Community Redevelopment Area has since been terminated; and

WHEREAS, the State requires those particular properties to be held in the name of the proper governmental entity, which in this case is the City of New Smyrna Beach; and

WHEREAS, the City Commission of the City of New Smyrna Beach approves the conveyance of those eight parcels of real property from the Community Redevelopment Agency to the City.

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

SECTION 1: The City Commission hereby approves the conveyance of the real property identified in Exhibit "A," attached hereto and incorporated herein, by quitclaim deed from the Community Redevelopment Agency to the City of New Smyrna Beach and authorizes the Mayor to execute the deed on behalf of the Community Redevelopment Agency and the City Manager to accept the properties on behalf of the City.

SECTION 2: That this resolution shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

/s/ CARRIE AVALLONE
City Attorney

DATE: September 6, 2022

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Exhibit "A"

Select Language

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Real Property Search (Classic)

Need Help

Short Parcel ID
Alternate Key
COMMUNITY REDEVELOPMI
Street # | Dir: | Street Name | Suffix: | Unit
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Selection Manager

Select all
Select page all
Deselect all

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Proposed Tax Notice

Showing 1 to 8 of 8 entries

Previous 1 Next

Volusia County Property Appraiser
Larry Bartlett, JD, CFA
We Value Volusia

123 W. Indiana Ave. Room 102
DeLand, FL 32720
(386) 736-5901

from 7:30 a.m. to 5:00 p.m
Monday through Friday

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NEW SMYRNA BEACH AND THE FLORIDA FOREST SERVICE.

September 13, 2022

Background:

The Florida Forest Services fuels their vehicles at the City's pumps. This agreement is for 3 years.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: David Ray - Assistant Director - Maintenance Operations

Attachments:

FL Forest Service Fuel Agreement and PO signed.pdf

NICOLE "NIKKI" FRIED,
COMMISSIONER

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

PURCHASE ORDER

PO Number : **S-4200-K0454**
Issue Date : **07/01/22**
Change Order :

SHIP TO		INV TO	
SEE BELOW FOR SHIPPING INSTRUCTIONS FL 111111111		FLORIDA FOREST SERVICE - 10 BUNNELL DISTRICT 5001 US HWY 1 NORTH BUNNELL FL 32130	

Vendor **CITY OF NEW SMYRNA BEACH**
CITY OF NEW SMYR
210 SAMS AVENUE
NEW SMYRNA BEACH FL 32168 0000

FEID

Country

CMBE **V**

THIS BLANKET PURCHASE ORDER EXPIRES JUNE 30, 2023 OR WHEN TOTAL DOLLAR AMOUNT IS EXPENDED, WHICHEVER COMES FIRST. ONLY THE PERSONS LISTED HEREIN ARE AUTHORIZED TO MAKE PURCHASES AGAINST THIS ORDER. NO CAPITAL OUTLAY ITEMS HAVING A VALUE OF $5000 AND A USEFUL LIFE OF ONE YEAR MAY BE PURCHASED ON THIS ORDER. NO ITEMS ON STATE TERM CONTRACT MAY BE PURCHASED AGAINST THIS ORDER. BY ACCEPTING THIS BLANKET ORDER, VENDOR WARRANTS THAT THE PRICES CHARGED THE STATE WILL NOT EXCEED THE PRICES CHARGED HIS MOST FAVORED CUSTOMERS FOR LIKE QUANTITIES.

TO BE PAID MONTHLY IN ARREARS UPON RECEIPT OF ITEMIZED INVOICE.

Requestor	ANDREWS, JUDY R			Phone	(904) 2668366
Requisition No	81975	Requisition Date	05/24/22	IRR No	
Bid/Contract No					
Contract Manager	BROWN, MARY M				
Contract Term	07/01/22 - 06/30/23				
Freight Code	INC	FRT INCLUDED IN PRICE			
Tax Code	SSX	STATE SALES TAX EXEMPT			
FOB	Destination				
Change Order No	Change Order Description				

ITEMS

Line Item	Commoditycode	Item Description	Quantity Unit	Unit Price Discount	Extended Total
1	**15101505**	**Blanket purchase order for diesel and administrative fees used in vehicles on an as needed basis.**	**1** LOT	**5,500.00** 0	**5,500.00**
				PO Total	**5,500.00**

Anticipated Delivery Date 06/30/23

Created By BLACKMP

Purchase Type L Exempt, Services or Commodities provided by Governmental Agencies, including contract with independent, non-profit college or university which is located within the state and on the same basis as it may contract with any state university and college. (s. 287.057 (3) (e) 12, & s. 287.057 (21), FS)

Additional Conditions AUTHORIZED PURCHASERS: VANESSA SMART & DESIGNEES

Special Ship To FUELED BY EMPLOYEES

Special Category

CHARGE CODES

Org	Div	Bur	Sec	Sub	Eo	Object	Amount	Fund Description	App Cat
42	11	09	02	010	LA	364106	5,500.00	LAND ACQUISITION TRUST FUND D.A	040000

SEE LAST PAGE FOR ADDITIONAL TERMS AND CONDITIONS

Request ID 16456088

PURCHASE ORDER

PO Number : **S-4200-K0454**
Issue Date : **07/01/22**
Change Order :

By: CARMELITA Y GRAHAM {APPROVED 05/28/2022 08:44PM}

AS AGENT FOR ABOVE NAMED GOVERNMENT ENTITY

PURCHASE ORDER TERMS AND CONDITIONS

PO Number : **S-4200-K0454** Change Order : Issue Date : **07/01/22**

1. The VENDOR hereby agrees to provide commodities or contractual services to the Florida Department of Agriculture and Consumer Services (Department) within the manner and at the location specified in this Purchase Order. The Department Purchase Order Terms and Conditions are governed by the Rule and Law of the State of Florida, therefore in the case of conflict, the Department PO Terms and Conditions shall take precedence over any terms of the CONTRACTOR proposal or quote and all prior agreements with respect to this purchase.

2. Pursuant to section 287.058(1), Florida Statute (F.S)., the provisions of Section 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference, to the extent applicable. Pursuant to section 287.0582, F.S., if this purchase order binds the State or this Department for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

3. The Department shall have the right of unilateral cancellation for the refusal of the VENDOR, upon request by the Department's custodian of public records, to provide copies of requested public records, or permit inspection of public records, as required by Section 119. F.S. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OFFICE OF GENERAL COUNSEL, 407 SOUTH CALHOUN STREET, SUITE 520, TALLAHASSEE, FL 32399, PHONE: (850) 245-1000, EMAIL: PRCUSTODIAN@FDACS.GOV

4. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at VENDOR'S expense. Any increase in cost may be charged against the VENDOR. Items received in excess of quantities specified may, at purchaser's option, be returned at the VENDOR'S expense. Substitutions are not permitted.

5. The CONTRACTOR shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the CONTRACTOR shall comply with section 1324a of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. CONTRACTOR further asserts that it is registered in the E-Verify system and agrees to comply with the provisions of Section 488.095(2) F.S. during the term of the purchase order, including receiving and maintaining required affidavits from subcontractors. Violation of such laws shall be grounds for terminations or cancellation of this purchase order.

6. The Department shall pay the VENDOR as specified herein. All bills for amounts due shall be submitted in sufficient detail for a proper preaudit and post audit thereof. Section 215.422, F.S., provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. Interest penalties for late payment are available subject to the provisions of section 55.03, F.S. A VENDOR Ombudsman, whose duties include action as an advocate for VENDORS who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline, 1-800-848- 3792.

7. The following provisions shall apply to all purchase orders UNLESS OTHERWISE INDICATED HEREIN and agreed to by the Department:
a) All purchases are F.O.B. Destination, transportation charges prepaid.
b) Each shipment must be shipped to the address indicated on the face of this purchase order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the purchase order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items against this purchase order on behalf of the VENDOR.
c) No extra charges shall be applied for boxing, crating, packing, or insurance.
d) The following delivery schedule shall apply: 8:00 a.m. - 4:00 p.m., Monday through Friday, excluding weekends and legal holidays.

8. By acceptance of this purchase order agreement, the VENDOR hereby agrees to all terms and conditions of this purchase order and any associated attachments. Failure of the VENDOR to reject any terms or conditions in writing within seven (7) days shall constitute acceptance. Notwithstanding any provision of this purchase order to the contrary, the parties agree that this purchase order may be cancelled by either party for its convenience giving 30 days written notice.

9. The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the CONTRACTOR to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within a reasonable time period as determined by the Department but said time period shall not be less than ten (10) days. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:
a) Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
b) Assess a financial consequence for non-performance equivalent to 10% of the total invoice amount or in an amount specified in any attached scope of work or technical specifications. If the deficiency is subsequently resolved, the VENDOR may invoice the Department for the retained amount during the next billing period. If the VENDOR is unable to resolve the deficiency, the funds will be forfeited.
c) Wholly or partly suspend or terminate this contract.

10. By acceptance of this purchase order, the VENDOR hereby attests that they are not listed on any state or federal excluded VENDOR list to include: DISCRIMINATORY pursuant to 287.134 F.S., SUSPENDED pursuant to 60A-1.006(2) Florida Administrative Code (F.A.C.), CONVICTED pursuant to 287.133 F.S., SCRUTINIZED LIST OF PROHIBITED COMPANIES pursuant to 287.135 F.S. VENDOR further certifies that by acceptance of this purchase order agreement, the VENDOR nor any subcontractor are listed as prohibited from receiving federal funded contracts pursuant to the General Services Administration (GSA), FEDERAL EXCLUDED PARTIES LIST: HTTPS://SAM.GOV/SAM/.

11. Transaction Fee: VENDORS shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., 60A-1.031 F.A.C. and any rules implementing section 287.057, F.S.

12. Pursuant to Section 216.347, F.S., the VENDOR may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a State agency.

13. ~~Unless specifically addressed in an attachment to this purchase order, intellectual property rights to preexisting property will remain with the VENDOR. The VENDOR shall indemnify and hold harmless the Department and its employees from any liability including costs and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the VENDOR. Unless specifically addressed in attached documents, intellectual property rights to all property created or otherwise developed by the VENDOR for the Department will be owned by the State of Florida, Department of State. Proceeds derived from the sale, licensing, marketing or other authorization related to any such intellectual property right controlled by the State of Florida shall be handled in the manner specified by applicable state statute.~~

14. Neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, fires, floods, wars, civil or military disturbances, strikes, epidemics, riots, labor disputes, and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of normal course of business. The foregoing notwithstanding, in the event of a force majeure occurrence, parties agree to use its best efforts to ameliorate the effects of any failure or delay.

15. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Purchase Order.

Florida Sales Tax Exemption No. 85-8012693477C-2
Federal Excise Tax Exemption No. A-105339
FEID Number 59-2883965

INTERLOCAL AGREEMENT FOR FLEET FUELING SERVICES

This Agreement made and entered into this ___ day of August 2022, by and between the City of New Smyrna Beach, Florida, a Florida municipal corporation (hereafter referred to as "CITY") and the Florida Forest Service of the City of New Smyrna Beach, a public body corporate and politic (hereafter referred to as "FLORIDA FOREST SERVICE").

RECITALS

Whereas, the City owns, operates and maintains a fleet fueling facility located at 124 Industrial Park Blvd., New Smyrna Beach, Florida; and

Whereas, the Florida Forest Service requires the performance of fleet fueling services for its fleet of vehicles as requested; and

Whereas, the City agrees to provide such services, subject to the terms and conditions contained in this Agreement; and,

Whereas, the parties are authorized to enter into an Interlocal agreement pursuant to Section 163.01, Florida Statutes.

ACCORDINGLY, in consideration of the above stated Recitals, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties to this Agreement, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. AUTHORITY AND PURPOSE. This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Section 2 of the Article VIII of the Constitution of the State of Florida, Chapter 166 and Section 163.01 of Florida Statutes, and the Special Acts. The purpose of this interlocal agreement is to clarify the rights, duties, and responsibilities related to fleet fueling.

SECTION 3. RELATIONSHIP BETWEEN PARTIES. It is expressly agreed and understood that the CITY and the Florida Forest Service are in all respects independent contractors as to the services to be performed for each other under this Agreement and are in no respect agents, servants, or employees of each other. City and the Florida Forest Service shall designate the person(s) to act as liaison between each other for the purposes of carrying out this agreement. The extent and character of the services to be performed shall be subject to the general control of the City of New Smyrna Beach Maintenance Operations Director or his/her authorized representative and the Florida Forest Services Director or his/her authorized representative. Recognizing that the City and Florida Forest Service maintain a mutual and continuing interest in the objectives of this Agreement, all participating personnel shall conform to a Standard Code of Conduct as established by their respective Personnel Policies and

Procedures. Any employee who engages in inappropriate conduct or is incompetent or negligent in the due and proper performance of duties, or is disorderly, dishonest, drunk, under the influence of drugs, or grossly discourteous in regards to the objectives of this Agreement is in violation and shall be subject to disciplinary action as provided in the applicable policies and procedures. The nature and extent of any such disciplinary action shall be within the discretion of the respective employer.

SECTION 4. USE OF AGREEMENT. All vehicles of the Florida Forest Service may utilize the fleet fueling services available by placement of a Vehicle Request with the City of New Smyrna Beach Fleet Maintenance Facility.

SECTION 5. TERM OF AGREEMENT. This Agreement shall commence on upon execution and shall remain in effect until June 30, 2025. This Agreement may be extended for one (1) additional three (3) year term, by mutual agreement of both parties.

SECTION 6. TERMINATION OF AGREEMENT. Either party may terminate this Agreement at its convenience, without cause, with sixty (60) days advance written notice to the other party. This agreement may be terminated for cause upon 24 hours advance notice by either party. In the event of a termination, the Florida Forest Service shall be liable for the payment of all services provided prior to the effective date of termination.

SECTION 7. FLEET FUELING FACILITY. The City of New Smyrna Beach Fleet Fueling Facility shall be open and accessible twenty-four (24) hours a day, seven (7) days per week, including holidays.

SECTION 8. SCOPE OF SERVICES. The City shall provide fueling services to assist in the maintenance of the Florida Forest Service's fleet of vehicles consistent with the City's fleet practices. The Florida Forest Service shall provide a list of all vehicles authorized to receive fuel. The City shall furnish, at a cost no greater than the City's actual cost, to the Florida Forest Service, fuel access keys uniquely programmed to each vehicle. All fueling services shall be provided at the City's Fleet Maintenance Facility. The Florida Forest Service shall be responsible for fueling its vehicles, provided, that it may request the City to transport fuel to any such vehicle that is disabled. In the event that the City provides fuel transporting services, it shall do so at Florida Forest Service's sole cost and expense, as further detailed in Section 9 of this Interlocal Agreement. The City shall use its best efforts to maintain all records and reports, which shall be considered public records. The City warrants that the services furnished hereunder for any vehicle owned by the Florida Forest Service shall conform to the usual and customary standard pertaining to the furnishing of such services by the City for their own vehicles.

SECTION 9. COMPENSATION AND COSTS. The City shall account for all direct costs by means of vehicle identification. Fuel furnished shall be billed to Florida Forest Service based on actual cost to the City at the time of fuel consumption, plus ten percent (10%) for overhead and administrative costs. Charges for a fuel service call will include travel time to the location, and time spent at the location, at a standard hourly rate of $75.00. If an emergency service call is necessary after normal working hours, a minimum two-hour charge will be

imposed. All City responses to a request for fuel services, during normal hours or after-hours, shall be subject to availability of City personnel.

SECTION 10. BILLING. The City shall invoice the Florida Forest Service for services performed pursuant to this Agreement on a monthly basis. A summarized listing of services shall be included with the invoice. Florida Forest Service shall remit payment to the City of New Smyrna Beach Finance Department within forty (40) days of billing in accordance with section 215.422, F.S.

SECTION 11. DISPUTES. Any disputes regarding services covered under this agreement shall be mediated by the respective representatives of the parties.

SECTION 12. HOLD HARMLESS AND INDEMNIFICATION. The City and the Florida Forest Service agree that each party will be responsible for its own acts or omissions and the results thereof and shall not be responsible for the acts or omissions of the other party or the results thereof as a result of the undertakings agreed to in this Agreement. Under this Agreement, each party further agrees that it will indemnify and/or defend the other party, at the other party's option, for any injury to persons or damage to property resulting in any manner from a negligent act or omission of the indemnifying party or anyone directly or indirectly employed by the indemnifying party or anyone directly or indirectly employed by the indemnifying party which arise from the undertakings agreed to in this Agreement. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any of the parties hereto beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. However, City shall not be liable for any loss or damage caused to Florida Forest Service due to the City's inability to perform in whole or in part because of a lack or shortage of City personnel or fuel.

SECTION 13. WORKERS' COMPENSATION. Florida Forest Service shall furnish workers compensation coverage to all of its employees participating in or utilizing this agreement as required by Chapter 440, Florida Statutes.

SECTION 14. ENTIRE AGREEMENT; MODIFICATIONS. This Agreement and the Florida Forest Service Purchase Order No. S-4200-K0454 constitutes the entire agreement between the parties and shall supersede all previous communications, representations, or agreements between the parties hereto. Amendments, which are consistent with the purpose of this Agreement, may be made with the mutual consent of both parties and in accordance with other applicable laws and ordinances.

SECTION 15. WARRANTY. Florida Forest Service warrants that it is a tax-exempt entity, and is otherwise not subject to any local, state, or federal taxes or licenses in connection with this agreement.

SECTION 16. APPLICABLE LAW. This agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

SECTION 17. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to City:

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168
Attention: City Manager

With a copy to:

Carrie Avallone, City Attorney
City of New Smyrna Beach, Florida
210 Sams Avenue
New Smyrna Beach, Florida 32168

B. If to Florida Forest Service:

Erin Albury, Florida Forest Service Director
Florida Forest Service
3125 Conner Blvd.
Tallahassee, FL 32399

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Respective counsel for the parties hereto may deliver Notice on behalf of that party. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

SECTION 18. FILING OF AGREEMENT. As required by Section 163.01(11), Florida Statutes, the City Clerk is hereby authorized and directed, after approval of this Agreement by the City and the Florida Forest Service, and execution thereof by the duly qualified and authorized representatives of each of the parties hereto, to file this Agreement with the Clerk of the Circuit Court of Volusia County, Florida, for recording in the public records.

SECTION 19. SOVEREIGN ENTITIES. Pursuant to section 768.28(19), Florida Statues, nothing herein shall be construed as (i) waiving any defense of sovereign immunity available to either party, (ii) increasing the limits of either party's liability, (iii) allowing a party to indemnify or insure the other party for the other party's negligence, or (iv) allowing a party to assume any liability for the other party's negligence.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective in accordance with the terms of this Agreement.

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

_____
By: Mr. Russ Owen, Mayor

DATE: _____

ATTEST:

By: _____
Kelly McQuillen, City Clerk

Approved as to form and correctness:

By: _____
Carrie Avallone, City Attorney

FLORIDA FOREST SERVICE, CITY OF NEW SMYRNA BEACH, FLORIDA,
A sub-division of an agency, Florida Department of Agriculture and Consumer Services of the State of Florida,

BY: Casey Drake
Casey Drake (Aug 18, 2022 11:33 EDT)
Casey Drake, Assistant Director of Division of Administration

DATE: 08/18/2022

ATTEST: Channcen Bell

Approved as to form and correctness:
Stephen Cunningham
Stephen Cunningham (Aug 18, 2022 11:30 EDT)
Office of General Counsel

Revised Req#81975- City of New Smyrna Beach

Final Audit Report 2022-08-18

Created:	2022-08-18
By:	Channcen Bell (Channcen.Bell@fdacs.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOiEHtSFdKA_FUHkpM1EW1kMRwtNTcTrn

"Revised Req#81975- City of New Smyrna Beach" History

Document created by Channcen Bell (Channcen.Bell@fdacs.gov)
2022-08-18 - 3:23:51 PM GMT- IP address: 167.95.10.191

Document emailed to stephen.cunningham@fdacs.gov for signature
2022-08-18 - 3:24:45 PM GMT

Email viewed by stephen.cunningham@fdacs.gov
2022-08-18 - 3:30:24 PM GMT- IP address: 167.95.13.120

Signer stephen.cunningham@fdacs.gov entered name at signing as Stephen Cunningham
2022-08-18 - 3:30:47 PM GMT- IP address: 167.95.13.120

Document e-signed by Stephen Cunningham (stephen.cunningham@fdacs.gov)
Signature Date: 2022-08-18 - 3:30:48 PM GMT - Time Source: server- IP address: 167.95.13.120

Document emailed to casey.drake@fdacs.gov for signature
2022-08-18 - 3:30:51 PM GMT

Email viewed by casey.drake@fdacs.gov
2022-08-18 - 3:32:38 PM GMT- IP address: 167.95.13.138

Signer casey.drake@fdacs.gov entered name at signing as Casey Drake
2022-08-18 - 3:33:25 PM GMT- IP address: 167.95.13.138

Document e-signed by Casey Drake (casey.drake@fdacs.gov)
Signature Date: 2022-08-18 - 3:33:27 PM GMT - Time Source: server- IP address: 167.95.13.138

Agreement completed.
2022-08-18 - 3:33:27 PM GMT

Adobe Acrobat Sign

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL TO ADD THE FUEL MASTER SYSTEM TO THE GOLF COURSE AND THE SPORTS COMPLEX.

September 13, 2022

Background:

Currently there is not a certified way to track the gas usage at the Golf Course or the Sport Complex.

Adding these to each location would allow Maintenance Operations and the Fleet Department to track the gas/diesel usage and make the necessary orders for the gas/diesel replacement. This would also assure that each gallon of gas/diesel is accounted for as it gets pumped out of the respective tanks.

This system is currently being used at the Maintenance Operations pumps. This system is used to blend with our Finance Department and the new software that Fleet is now using to mainstream all accounts.

The cost for each department to add this software is $16,800 for a total of $33,600.00.

Fiscal Analysis:

A budget transfer was made to software account for both Golf Couse and Sport Complex.

GOLF COURSE - FOR SOFTWARE FOR FUEL MASTER
Sport Complex - FOR SOFTWARE FOR FUEL MASTER

Strategic Plan Item:

Yes

Staff Report Created By: David Ray - Assistant Director - Maintenance Operations

Attachments:

Fuel Master Quote Golf.pdf
Fuel Master Quote SC.pdf

`Petroleum Equipment Construction, Inc.

Proposal

PC-C047016/CG-C024946/RQ-0066486/PC-C056723/CB-C055311

PO Box 910
Apopka, FL 32704-0910
(407) 290-3010 • Fax (407) 290-1173

PROPOSAL NO. 3887
PAGE No. 1 OF 2 PAGES

PROPOSAL SUBMITTED TO :
City of New Smyrna Beach
124 Industrial Dr.
New Smyrna Beach, Fl 32168

ATTN: Danny OFlaherty

PHONE DATE 8-5-2022
JOB NAME JOB PHONE
JOB LOCATION
NSB-Golf Course
1000 Wayne Ave.
NSB, Fl.

We hereby submit specifications and estimates for:

Work Scope: Furnish labor, materials and equipment to accomplish the following:

1. Furnish and install and start up (1) Fuel Master (FMU3505 Plus), windows software, hose kits for (2) two hoses. Concrete pad will be poured for unit to be fastened to.

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications for the sum of:

Sixteen Thousand Eight Hundred dollars & 00/100.....($16,800.00)

This proposal is valid for 30 days from the date shown above.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

ALL TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THE PROPOSAL ARE MADE PART OF THIS CONTRACT.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined above.

This proposal is not binding until it is signed by an officer of Petroleum Equipment Construction, Inc.

Company Name_____

Signature_____

Date _____

Petroleum Equipment Construction, Inc. (F.I.D.# 59-3435280)

Authorized Signature _____

Date _____

TERMS AND CONDITIONS

This document constitutes the entire contract between Purchaser and Seller for the purchase of the materials and/or services set forth on the front of this Contract. No other statements or representations by the Seller's agent shall be binding upon Seller, except as set forth in this completely integrated Contract.

TERMS: Unless otherwise specified, terms are net on completion of all service work. On all installation contracts, a deposit will be required, and payments will be made on a percentage of completion less retainage. Terms on equipment, unless otherwise specified are net 30 days from the date of delivery in total. Delivery to our plant for purposes of convenience or coordination shall be considered delivered to the Purchaser for billing purposes. In the event invoices are not paid according to their terms, then interest at the rate of 1 ½ percent per month on all past due balances shall immediately accrue, and shall be payable in addition to the principal amount due under the invoices. Purchaser agrees to pay Seller reasonable attorney's fees and court costs if this account is placed in the hands of an attorney for collection regardless of whether litigation is initiated.

PRICES: Prices quoted are for acceptance within 30 days and unless otherwise specified, are subject to change without notice after that date.

DELIVERY: Delivery promises are contingent upon fire, strikes, accidents or other causes beyond our control. We will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. The Purchaser shall make a storage area available to the Seller. Any necessary relocation of equipment or installation materials from this designated area will be at the Purchaser's expense.

WARRANTY: Seller warrants that all materials supplied by the Seller conform to all specifications on the front of this Contract for one year from date of installation or delivery, ordinary use, wear and tear or damage from abuse or accident excepted. Seller warrants that it has free and clear title to the material sold hereunder. It is specifically understood products and parts not manufactured and work not performed directly by Seller are warranted only to the extent and in the manner that the same are warranted to the Seller by Seller's vendors and then only to the extent Seller is able to enforce such warrant. In enforcing such warranty, it is understood Seller has no obligation to initiate litigation unless Purchaser undertakes to pay all costs and expenses therefore, including but not limited to attorney's fees, and indemnifies Seller against any liabilities to Seller's vendors arising out of such litigation. Seller warrants its labor and services furnished hereunder to have been performed in accordance with the specifications on the front of this Contract and in a workmanlike manner, for a period of one year from the last date on which services or labor were performed. SELLER MAKES NO OTHER WARRANTY WHATSOEVER EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT.

EXCATATION: Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, water, or running sand are encountered, destroyed or damaged during the performance of the contract, the Seller shall not be held responsible. Additional costs resulting shall be borne by the Purchaser but shall in no case exceed existing rate scales for labor and materials had the quotation originally been based on time and materials. Mechanical compaction of backfill is not included in the proposal unless specified. Finished grades are to be established and verified by the Purchaser. Seller will be responsible for filling all underground storage tanks with water for ballast immediately upon setting tanks in excavations. The Seller shall notify the Purchaser when product will be needed. The Seller shall not be responsible for the contamination or loss of the product used for ballast. In the event any tanks should float, the Seller shall be held blameless. All expense for equipment, labor and materials to reinstall tanks shall be borne by the Purchaser.

RELATED WORK: Labor, materials and outside services, electrical, concrete, blacktop, water and sewer work, are not included in proposals unless specified. If concrete slab is placed and finished under this proposal, Seller shall not be responsible for slab if not protected from traffic by Purchaser for 30 days unless otherwise specified. Anchors and Foundations not included in this contract unless specified.

LABOR: While Seller recognizes the right of its employees to engage in protected concerted activities or to refrain from engaging in such activities within the meaning of the National Labor Relations Act, Seller is currently a totally Merit Shop contractor and has no collective bargaining relationship with any labor organization. Seller opposes unionization of its employees with all proper and legal means. Seller fully expects through fair treatment and recognition of its employees, to continue to operate on a totally Merit Shop basis on each job site at which Seller performs any work. It is with these precepts in mind, that our Quotation/Contract is entered into.

TAXES: Prices quoted on equipment and repair parts are subject to Federal, State or Municipal taxes which may be in effect or which may be imposed prior to the actual shipment of materials and equipment.

LIEN RIGHTS: To protect all parties, a mechanics lien will be automatically filed where payment is not received according to the terms stated above. Seller shall have all rights and remedies of a contractor, sub-contractor and/or materialman, as the case may be, in accordance with Chapter 713 of the Florida Statutes.

TITLE AND RISK OF LOSS: Full risk of loss (including transportation delays and losses) shall pass to the Purchaser upon delivery of products/equipment to the F.O.B. point. However, Seller retains title, for security purposes only, to all products/equipment until paid for in full in cash; and Seller may, at Seller's option, repossess the same, upon Purchaser's default in payment hereunder, and charge Purchaser with any deficiency. Purchaser hereby grants to Seller a security interest in all products/equipment and grants to Seller all rights and remedies it may have as a secured creditor, pursuant to Article 9 of the Uniform Commercial Code.

RETURNED GOODS: All claims for shortages, corrections in prices or errors must be made within five (5) days of receipt of goods. In no instance is merchandise to be returned without Seller's approval or the issuance of a Credit Memo. All material returned that is a non-stocking item will be subject to a twenty-five (25%) percent handling charge. All stocking items will be subject to a twenty (20%) percent restocking charge. It is understood that no goods can be returned for credit without adhering to above conditions.

BUYERS REMEDIES: Seller will replace the material at the point where the delivery of the material is first made, or at Seller's option, will allow purchaser credit for the purchase price of such material, if, and only if, (1) the material is proved defective, or not in conformity with the specifications, if any, agreed upon as contained in the front of this Contract, (2) prompt written notice of such defect or non-conformity is given to Seller not more than 90 days from the date of installation or delivery or material by the Seller, whichever occurs later, and (3) Seller has been given a reasonable opportunity to inspect the material. In no event shall Seller be liable for any incidental or consequential damages, including but not limited to any property damage or personal injury of any kind whatsoever, or claims for labor expended or damage caused due to any defect in material sold hereunder.

TECHINICAL ADVICE: Reasonable precautions are taken by the Seller to provide materials conforming to the specifications, if any, agreed upon by Purchaser and Seller. However, Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the materials sold hereunder. Additional Seller shall not be responsible for any removal of hazardous or toxic waste from the job sites, as may be required under any local, state or federal laws, with respect to the soil, water or air conditions at the job site.

CONTAMINATED BYPRODUCTS: Handling and disposal of contaminated byproducts and soil are not included in the proposal unless specified. Liquid hydrocarbon handling and disposal are not included in this proposal unless otherwise specified.

`Petroleum Equipment Construction, Inc.

Proposal

PC-C047016/CG-C024946/RQ-0066486/PC-C056723/CB-C055311

PO Box 910
Apopka, FL 32704-0910
(407) 290-3010 • Fax (407) 290-1173

PROPOSAL NO. 3888
PAGE No. 1 OF 2 PAGES

PROPOSAL SUBMITTED TO :
City of New Smyrna Beach
124 Industrial Dr
New Smyrna Beach, Fl. 32168

ATTN: Danny Oflaherty

PHONE DATE 8-5-2022
JOB NAME JOB PHONE
JOB LOCATION
NSB Sports Complex
1800 Turnbull Bay Rd.
New Smyrna Beach, Fl.32168

We hereby submit specifications and estimates for:

Work Scope: Furnish labor, materials and equipment to accomplish the following:

1. Furnish and install and start up (1) Fuel Master (FMU3505 Plus), windows software, hose kits for (2) two hoses. Concrete pad will be poured for unit to be fastened to.

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications for the sum of:

Sixteen Thousand Eight Hundred & 00/100.....($ 16,800.00)

This proposal is valid for 30 days from the date shown above.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

ALL TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THE PROPOSAL ARE MADE PART OF THIS CONTRACT.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined above.

This proposal is not binding until it is signed by an officer of Petroleum Equipment Construction, Inc.

Company Name_____

Signature_____

Date _____

Petroleum Equipment Construction, Inc. (F.I.D.# 59-3435280)

Authorized Signature _____

Date _____

TERMS AND CONDITIONS

This document constitutes the entire contract between Purchaser and Seller for the purchase of the materials and/or services set forth on the front of this Contract. No other statements or representations by the Seller's agent shall be binding upon Seller, except as set forth in this completely integrated Contract.

TERMS: Unless otherwise specified, terms are net on completion of all service work. On all installation contracts, a deposit will be required, and payments will be made on a percentage of completion less retainage. Terms on equipment, unless otherwise specified are net 30 days from the date of delivery in total. Delivery to our plant for purposes of convenience or coordination shall be considered delivered to the Purchaser for billing purposes. In the event invoices are not paid according to their terms, then interest at the rate of 1 ½ percent per month on all past due balances shall immediately accrue, and shall be payable in addition to the principal amount due under the invoices. Purchaser agrees to pay Seller reasonable attorney's fees and court costs if this account is placed in the hands of an attorney for collection regardless of whether litigation is initiated.

PRICES: Prices quoted are for acceptance within 30 days and unless otherwise specified, are subject to change without notice after that date.

DELIVERY: Delivery promises are contingent upon fire, strikes, accidents or other causes beyond our control. We will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. The Purchaser shall make a storage area available to the Seller. Any necessary relocation of equipment or installation materials from this designated area will be at the Purchaser's expense.

WARRANTY: Seller warrants that all materials supplied by the Seller conform to all specifications on the front of this Contract for one year from date of installation or delivery, ordinary use, wear and tear or damage from abuse or accident excepted. Seller warrants that it has free and clear title to the material sold hereunder. It is specifically understood products and parts not manufactured and work not performed directly by Seller are warranted only to the extent and in the manner that the same are warranted to the Seller by Seller's vendors and then only to the extent Seller is able to enforce such warrant. In enforcing such warranty, it is understood Seller has no obligation to initiate litigation unless Purchaser undertakes to pay all costs and expenses therefore, including but not limited to attorney's fees, and indemnifies Seller against any liabilities to Seller's vendors arising out of such litigation. Seller warrants its labor and services furnished hereunder to have been performed in accordance with the specifications on the front of this Contract and in a workmanlike manner, for a period of one year from the last date on which services or labor were performed. SELLER MAKES NO OTHER WARRANTY WHATSOEVER EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT.

EXCATATION: Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, water, or running sand are encountered, destroyed or damaged during the performance of the contract, the Seller shall not be held responsible. Additional costs resulting shall be borne by the Purchaser but shall in no case exceed existing rate scales for labor and materials had the quotation originally been based on time and materials. Mechanical compaction of backfill is not included in the proposal unless specified. Finished grades are to be established and verified by the Purchaser. Seller will be responsible for filling all underground storage tanks with water for ballast immediately upon setting tanks in excavations. The Seller shall notify the Purchaser when product will be needed. The Seller shall not be responsible for the contamination or loss of the product used for ballast. In the event any tanks should float, the Seller shall be held blameless. All expense for equipment, labor and materials to reinstall tanks shall be borne by the Purchaser.

RELATED WORK: Labor, materials and outside services, electrical, concrete, blacktop, water and sewer work, are not included in proposals unless specified. If concrete slab is placed and finished under this proposal, Seller shall not be responsible for slab if not protected from traffic by Purchaser for 30 days unless otherwise specified. Anchors and Foundations not included in this contract unless specified.

LABOR: While Seller recognizes the right of its employees to engage in protected concerted activities or to refrain from engaging in such activities within the meaning of the National Labor Relations Act, Seller is currently a totally Merit Shop contractor and has no collective bargaining relationship with any labor organization. Seller opposes unionization of its employees with all proper and legal means. Seller fully expects through fair treatment and recognition of its employees, to continue to operate on a totally Merit Shop basis on each job site at which Seller performs any work. It is with these precepts in mind, that our Quotation/Contract is entered into.

TAXES: Prices quoted on equipment and repair parts are subject to Federal, State or Municipal taxes which may be in effect or which may be imposed prior to the actual shipment of materials and equipment.

LIEN RIGHTS: To protect all parties, a mechanics lien will be automatically filed where payment is not received according to the terms stated above. Seller shall have all rights and remedies of a contractor, sub-contractor and/or materialman, as the case may be, in accordance with Chapter 713 of the Florida Statutes.

TITLE AND RISK OF LOSS: Full risk of loss (including transportation delays and losses) shall pass to the Purchaser upon delivery of products/equipment to the F.O.B. point. However, Seller retains title, for security purposes only, to all products/equipment until paid for in full in cash; and Seller may, at Seller's option, repossess the same, upon Purchaser's default in payment hereunder, and charge Purchaser with any deficiency. Purchaser hereby grants to Seller a security interest in all products/equipment and grants to Seller all rights and remedies it may have as a secured creditor, pursuant to Article 9 of the Uniform Commercial Code.

RETURNED GOODS: All claims for shortages, corrections in prices or errors must be made within five (5) days of receipt of goods. In no instance is merchandise to be returned without Seller's approval or the issuance of a Credit Memo. All material returned that is a non-stocking item will be subject to a twenty-five (25%) percent handling charge. All stocking items will be subject to a twenty (20%) percent restocking charge. It is understood that no goods can be returned for credit without adhering to above conditions.

BUYERS REMEDIES: Seller will replace the material at the point where the delivery of the material is first made, or at Seller's option, will allow purchaser credit for the purchase price of such material, if, and only if, (1) the material is proved defective, or not in conformity with the specifications, if any, agreed upon as contained in the front of this Contract, (2) prompt written notice of such defect or non-conformity is given to Seller not more than 90 days from the date of installation or delivery or material by the Seller, whichever occurs later, and (3) Seller has been given a reasonable opportunity to inspect the material. In no event shall Seller be liable for any incidental or consequential damages, including but not limited to any property damage or personal injury of any kind whatsoever, or claims for labor expended or damage caused due to any defect in material sold hereunder.

TECHINICAL ADVICE: Reasonable precautions are taken by the Seller to provide materials conforming to the specifications, if any, agreed upon by Purchaser and Seller. However, Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the materials sold hereunder. Additional Seller shall not be responsible for any removal of hazardous or toxic waste from the job sites, as may be required under any local, state or federal laws, with respect to the soil, water or air conditions at the job site.

CONTAMINATED BYPRODUCTS: Handling and disposal of contaminated byproducts and soil are not included in the proposal unless specified. Liquid hydrocarbon handling and disposal are not included in this proposal unless otherwise specified.

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL OF A LETTER OF INTENT FOR THE PURCHASE OF NINE (9) PD INTERCEPTORS, TWO (2) PD ADMIN SUV'S AND ONE (1) FORD F-450 BUCKET TRUCK.

September 13, 2022

Background:

The Sherriff's contract which we piggyback off of and buy our vehicles for the entire city fleet is putting out their new pricing on October 17th, 2022. By approving this purchase we will be near the front of the line on getting these vehicles delivered. If we wait until after October 17th and put on a November commission meeting for approval we will be at the back end of all the orders that are placed. We are at great risk then of not getting vehicles delivered to the departments that really need these replacements. We are asking for approval to purchase these vehicles based on the 10/17/22 pricing. This would be part of the 2022/2023 capital equipment plan.

Fiscal Analysis:

Dependent upon the approval of the Fiscal 2023's budget.

Strategic Plan Item:

Yes

Staff Report Created By: David Ray - Assistant Director - Maintenance Operations

Attachments:

Letter of Intent 2022 Ford 9.13.22 CC mtg.pdf

City of New Smyrna Beach

Phone: (386) 424-2205 ■ Fax: (386) 424-2198

August 11, 2022

Bambi Darr
Duval Fleet
5203 Waterside Drive
Jacksonville, FL 32210

REF: Letter of intent to issue Purchase Order based on pricing dated October 17th, 2022 pursuant to Piggyback Florida Sheriff Association Contract FSA20-VEL28.

Dear Ms. Darr,

The City of New Smyrna Beach intends to issue a Purchase Order to Duval Fleet for the purchase of nine (9) 2023 Police Interceptors, two (2) Ford Escapes, one (1) Ford F-450 with Aerial Bucket all at the unit cost effective October 17th, 2022, contingent on the following factor:

- Approval from City Commission of the 2022/2023 budget authorizing the City to purchase these specific vehicles.. The target date for the award recommendation will be considered by the City Commission at the September 13, 2022, Commission meeting.

If you have any questions regarding this Letter of Intent, please contact me at (386) 424-2202.

Sincerely,

David Ray
Director of Maintenance Operations

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

CONSIDER THE APPROVAL OF THE BYRDSON SERVICES, LLC CONSTRUCTION CONTRACT - ELEVATE 3 HOMES

September 13, 2022

Background:

On May 2nd the City opened bids as part of FEMA HMGP Project #3774-374-R to elevate three (3) single family homes, that in turn was higher than the projected costs to perform the work.

The City in conjunction with Pegasus Engineering applied for additional funds through the Florida Department of Emergency Management (DEM) as well as FEMA to support the additional costs (i.e. 75% participation) and agreed to do so as approved by City Commission 8/23/22. Although the bids were received some time ago and with the approval process through DEM/FEMA being a time intensive process, the Contractor has agreed to conduct the work in accordance with the initial bid amounts.

Findings:

Staff has coordinated with Byrdson Services and found they understand the various requirements of the HMGP grant guidelines including archaeological evaluations, boundary survey and final structural plans needed for permitting, along with utility disconnect/reconnect fees, site grading, close out documentation such as elevation certificate, as-builts, etc. as needed to obtain a certificate of occupancy and to facilitate the residents schedule in a timely manner.

Fiscal Analysis:

A prior budget amendment has accounted for the project increase with the City's maximum participation being $35,000 per parcel or $105,000 for the project with the remaining amount of the contract being reimbursed through the HMGP/FEMA grant and property owner. Therefore staff recommends approving the construction contract with Byrdson Services in the amount of $994,300.

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

Contract and Advertised Bid with Addedums.pdf
Evaluation Tabulation.pdf
Byrdson Services, LLC Combined Proposal.pdf

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this ____ day of _____, 2022, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and Byrdson Services, LLC (a corporation organized and existing under the laws of the State of Texas) and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **ITB 02-22-ENG, Elevation of 3 Flood-Prone Homes.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 02-22-ENG, Elevation of 3 Flood-Prone Homes
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$ 994,300

Spelled out: Nine Hundred Ninety Four Thousand Three Hundred and no/100 dollars

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

Contractor's Initials

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Final Completion within Four Hundred Three (403) days.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **FIVE HUNDRED DOLLARS ($500)** for *each consecutive calendar day thereafter until the work is completed, and as outlined in the* Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid
- Construction Specifications
- Drawings
- Addendums
- Awarded Bid Proposal
- Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon execution of this agreement. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Contractor's Initials:

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VII: Severability

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

ARTICLE VIII: Force Majeure

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

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

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

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE VIIII: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

Contractor's Initials:

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

CITY OF NEW SMYRNA BEACH

_____

Russ Owen, Mayor

Dated: _____

Approved as to form and correctness;

_____

Carrie Avallone, City Attorney

Dated: _____

Purchasing Initials _____

WITNESSES:

_____

CONTRACTOR

By: _____

Jim Griffin, President

Dated: 8/24/2022

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2022 under Agenda Item No._____.

Contractor's Initials: _____

ITB 02-22-ENG

ELEVATION OF THREE (3) FLOOD-PRONE HOMES

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

https://www.cityofnsb.com/

BID RELEASE DATE: March 2, 2022
DEADLINE FOR QUESTIONS: April 11, 2022
BID DUE DATE: May 2, 2022, 3:00 pm

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

City of New Smyrna Beach

ITB 02-22-ENG

Elevation of three (3) Flood-Prone Homes

I. Public Notice .....
II. Introduction .....
III. Construction Specifications.....
IV. Information for Bidders.....
V. Instructions for Bid Submittal .....
VI. Total Bid Proposal .....
VII. General Terms and Conditions.....
VIII. FEMA Federal Requirements .....
IX. Insurance Requirements .....
X. Responsibilities of the Contractor.....
XI. Vendor Requirements .....

Attachments:

A - Public Records
B - Required City Forms - Non Notarized
C - Required City Forms - Notarized
D - Construction Contract
E - Performance Bond
F - Elevation Certificate Form (exp.11-30-2022)
G - Contractor's DBE Plan
H - FEMA Debarment Form
I - DBE Participation Summary
J - DBE Letter of Intent Form
K - Certification regarding Lobbying
L - FEMA's Archaeological Monitoring Requirement
M - Location Maps (updated 10-28-2021)
N - Photographic Documentation
O - Bid Bond

P - Possible Questions with Answers
Q - Pro Scan Files
R - Structure Footprints
S - FEMA Grant Agreement
T - City Construction Site Ordinance No 60-19 XIII Construction Site Management

I. PUBLIC NOTICE

I.A Notice to Bidders

02-22-ENG
Elevation of three (3) Flood-Prone Homes

The City of New Smyrna Beach is seeking interested Contractors to submit proposals for the Elevation of three (3) Flood-Prone Homes. The project will provide protection against a 100-year storm event (at a minimum). The project will be partially funded by FEMA as part of the Hazard Mitigation Grant Program (HMGP) (75% Federal match) while the remaining 25% local match will be provided by the City of New Smyrna Beach and the corresponding homeowners.

Bid Documents can be obtained through the City's eProcurement Portal found at https://secure.procurenow.com/portal/cityofnsb or by e-mailing the Purchasing Coordinator at purchasing.coordinator@cityofnsb.com

End of Advertisement

Publish: Wednesday, March 2, 2022
Daytona News Journal
www.cityofnsb.com
ProcureNow – https://secure.procurenow.com/portal/cityofnsb/

II. INTRODUCTION

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

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

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

The awarded Contractor must be registered with the Florida Department of State and licensed to do business in the State of Florida.

II.A Summary

This elevation project encompasses three (3) New Smyrna Beach single-family homes located within Special Flood Hazard Areas (SFHA) classified as Zone “AE”, per FEMA’s Flood Insurance Rate Maps. These homes have experienced structural flooding during October 2016 (Hurricane Matthew) and/or September 2017 (Hurricane Irma). Due to their finished floor elevations being

below the Base Flood Elevation (BFE) established by FEMA, all 3 homes are presently in imminent risk of reoccurring flooding.

The Hazard Mitigation Grant Program (HMGP) grant sponsored by the Federal Emergency Management Agency (FEMA) allows for the implementation of long-term hazard mitigation measures after a Presidential major disaster declaration to reduce the loss of life and property due to natural disasters. Following its commitment to serve and protect its residences, the City of New Smyrna Beach has recently secured federal funds from FEMA's HMGP program to elevate 3 homes and therefore, remove them from harm's way (HMGP Contract No. 4337-374-R).

The elevation project will protect these homes following the 100-year storm event as they will be elevated eight feet from existing ground. Consequently to the elevation work, future flood-related damages and flood claims will be reduced and/or eliminated.

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 27,173. It is located 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 the adoption of its first charter, which was replaced by the present charter through Chapter 224.08, Special Acts of Florida, 1943.

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

More detailed information on the government can be found in the City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

The City of New Smyrna is exempt from any and all state, local and federal taxes.

II.C Contact Information

Janet Vivian
Purchasing Coordinator
210 Sams Avenue
New Smyrna Beach, FL 32168
Email: purchasing.coordinator@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

Issue Invitation to Bid Notice	March 2, 2022
Pre-Bid Meeting (Non-Mandatory)	March 23, 2022, 2:00pm Microsoft Teams meeting Click here to join the meeting, or call in (audio only) 786-636-1338 Phone Conference ID: 446 820 146 # Attendance is highly encouraged
Deadline for Written Questions	April 11, 2022, 5:00pm
Deadline for Posting Answers to Written Questions	April 18, 2022, 5:00pm
Bid Opening	May 2, 2022, 3:00pm Microsoft Teams Meeting: Click here to join the meeting or call in (audio only): 786-636-1338 Phone Conference ID: 248 864 326#
Recommendation of award to City Commission	May 24, 2022, 6:30pm
Notice to Proceed to Awarded Contractor	June 10, 2022

III. CONSTRUCTION SPECIFICATIONS

III.A GENERAL OVERVIEW

This project encompasses turnkey services for the elevation of 3 single-family residential structures to be elevated 8 feet from existing ground, including structural assessment, boundary survey, construction plans, permitting, disconnection and reconnection of all utilities, elevation work, post-improvement elevation certificates, archaeological monitoring services, and coordination with City staff and homeowners. Once the original structures are elevated, the areas under the elevated structures will remain in a non-habitable state as they will strictly serve for temporary storage or parking purposes only. Any enclosed space at grade level must have hydrostatic vents.

The homes that are part of this elevation project include the following (existing and proposed Finished Floor Elevations (FFE) are in ft, NGVD):

• 610 Goodwin Avenue, New Smyrna, Florida 32169 (existing FFE: 5.8 ft, NGVD; proposed FFE: 13.8 ft, NGVD)

• 2636 Sunset Drive, New Smyrna, Florida 32168 (existing FFE: 6.0 ft, NGVD; proposed FFE: 14.0 ft, NGVD)

• 2700 Sunset Drive, New Smyrna, Florida 32168 (existing FFE: 6.1 ft, NGVD; proposed FFE: 14.1 ft, NGVD)

All homes will be elevated 8 feet. Regarding the foundation design, the work shall comply with Florida Building Code, 7th Edition 2020, specifically R322.2.3 and R404, as applicable.

The project will provide protection against a 100-year storm event (at a minimum). The project will be partially funded by FEMA as part of the Hazard Mitigation Grant Program (HMGP) (75% Federal match) while the remaining 25% local match will be provided by the City of New Smyrna Beach and the corresponding homeowners.

The project must be completed in strict compliance with the requirements specified in the corresponding HMGP grant agreement, the current Florida Building Code, 7th Edition 2020 and ASCE 24-14 and shall meet National Flood Insurance Program (NFIP) standards per 44 CFR Part 60 as well as local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

In the case of homes with attached garages, elevated garages shall be converted to non-air-conditioned storage spaces. Garage doors shall be removed, and garage door openings shall be enclosed with an exterior wall and window in accordance with the City's ventilation requirement. Existing concrete floors associated with the garages shall remain.

Note that all homes will require a powered platform lift as a component of an accessible route to an elevated structure, besides the typical stairs with rails. Platform lifts will need to provide front access while stairs will need provide front and rear access to the elevated homes. The City does not have specific requirements for platform lifts; however, they must meet the requirements of the Florida Building Code for 1 and 2 family dwellings, as well as the 2010 ADA Standards of Accessible Design.

Each structure will be required to have both a front and rear entry/egress both equipped with stairs FBC compliant & handrails along with one front mechanical lift. Per City Code, a minimum of a 5-foot x 5-foot pad or platform shall be provided at the primary point of ingress/egress (front door). All other access points currently at grade such as sliding glass doors will not be equipped with stairs, although they will have a wooden patio (min. 60 sq.ft.). All exposed utilities will be elevated before being reconnected once the structures are elevated.

When completed, each home will exceed the local Flood Zone requirements (i.e., having the lowest floor at a minimum of one and a half foot above the Base Flood Elevation (BFE) plus three feet to account for sea level rise). Any enclosed area below the BFE must have hydrostatic openings consistent with the local building code to allow for automatic entry/exit of floodwaters, and all construction materials below the BFE will be flood resistant.

Ground disturbance will be limited to the parcels with structures to be elevated and will not encroach into adjacent parcels. The staging area will be located on site or utilize the City-owned vacant parcels located at 613 Goodwin Avenue and 632 Pine Street, after coordination with City staff (Engineering Department).

Upon completion of the elevation work, the Contractor will be required to provide the City with Elevation Certificates that confirm the new elevation of each of the 3 structures using FEMA Form OMB No. 1660-0008, latest version, ensuring that the structures have been elevated to the proper elevations. Expired versions of this FEMA form will not be accepted. A current sample Elevation Certificate template has been attached to this advertisement for reference.

Per FEMA requirements, this project will require archaeological monitoring services during initial ground disturbance at each of the three (3) work sites. Therefore, the Contractor shall retain and pay for the services of a licensed archaeologist meeting the Secretary of the Interior's professional qualifications for archaeology per 36 CFR Part 61 (refer to the Attachment entitled "FEMA's Archaeological Monitoring Requirement" for additional guidelines regarding this requirement).

Professional archaeologists to be retained by the Contractor to perform services for this project shall include individuals who meet the standards of the Register of Professional Archaeologists as well the Secretary of the Interior's (SOI) Standards and Guidelines for archaeology. SOI qualified archaeologists must, as a minimum, hold a graduate degree in anthropology, archaeology, or a closely related field; have at least a year of professional experience in archaeology; have at least four months of supervised field and analytic experience in general North American archeology, and have demonstrated the ability to carry research to completion. All professional archaeologists should adhere to the Society for American Archaeology Principles of Ethics.

The Archaeologist will have the ability to stop construction activities should said activities divert from the approved scope of work or area of potential effect and inform the City's Project Manager. The Archaeologist will also have the ability to stop construction activities if human remains or intact archaeological deposits are uncovered. Work in the vicinity of the discovery will stop immediately and all reasonable measure to avoid or minimize harm to the finds will be taken. The City's Project Manager shall be contacted immediately upon discovery to ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

A final draft of the archaeological monitoring report that conforms to survey report standards set out in the Florida Department of State Division of Historical Resources Archaeological and Historic report Standards and Guidelines 1A-46.001 of Florida Administrative Code will be submitted to the City's Project Manager.

III.B WORK REQUIREMENTS

1. Structural Assessment: Prior to initiating work, the Contractor shall perform structural assessments of each of the three (3) properties to be elevated to confirm the structural integrity of the homes and their feasibility to sustain the elevation work successfully. This may also involve a subsurface investigation by a geotechnical engineer, if needed.

Note that preliminary structural evaluation assessments for each of the three (3) homes were prepared as part of the FEMA grant application and have been attached to this advertisement.

2. Survey: Prior to initiating work, the Contractor shall survey and stake boundaries at each of the three (3) properties. All survey work must be completed under the supervision of a Florida Registered Professional Land Surveyor. The Contractor, to the satisfaction of the City's Project Manager and Construction Inspector, shall designate all trees, plants, shrubs, fencing, and other items to remain undisturbed. The Contractor shall protect and preserve all existing items.

3. Utility Disconnects/Reconnects: All utilities shall be disconnected and re-connected to the currently functioning utility system. The Contractor shall coordinate with City and Utility Companies to ensure that all utilities are properly disconnected and re-connected in accordance with each individual utility company's requirements. All electrical services shall be underground from the power source (nearby existing power pole) to the meter location associated with each of the homes to be elevated.

Where it is necessary to maintain any power, water, sewer, gas or electric lines during elevation, such lines shall be so relocated or protected with substantial coverings as to protect them from injury and to afford safety to the workers.

The Contractor shall be responsible for ensuring essential systems are maintained in such a manner that damage to the existing property does not occur during utility disconnection: home dehumidification, pool pump circulation, etc.

Specific Conditions related to electric, water, and sewer service from the Utilities Commission, City of New Smyrna Beach (UCNSB):

a. Do not request a demolition permit for the utilities to prevent UCNSB from cutting power, water, and sewer service.

b. Once a Contractor is selected, the Contractor will hold an onsite meeting with UCNSB field supervisors for electric, water, and sewer to establish logistics on utilities disconnect/reconnect for the work to minimize service disruptions.

c. Since the City requires existing overhead electric service to be converted to underground electric service for each house, there will be labor and material cost for UCNSB's work to pull new
conductors. The typical cost for a 2/0 conductor less than 100 feet should be assumed to cost $1,000.00 per house. Contractor will be required to install the conduit from the pole to the meter base.

d. There is no reclaimed water.

Regarding the existing gas lines, the Florida Public Utilities Commission has active accounts with gas meters for two (2) of the three (3) homes that will need to be adjusted (addresses will be provided upon request). In addition, all three (3) homes have existing plastic gas mains within the right-of-way that the Contractor may want to have marked / located prior to the requested services.

4. Elevation:

4.1. Inspection: During elevation, the Contractor shall continually inspect the work to detect any hazards to workers resulting from weakened or deteriorated floors or walls or loosened material. No employee shall be required or permitted to work where such hazards exist unless they are corrected by shoring, bracing, or other effective means.

4.2. Protective Apparel: All personnel onsite shall wear personal protective equipment appropriate for the work being performed.

4.3. Protection of Adjacent Structures and Facilities: No elevation shall be performed that may damage other structures on adjacent properties. If deemed necessary and reasonable by the Construction Inspector, the Contractor shall provide sheet-piling, shoring, plywood, bracing or other such means as may be necessary to ensure protection of structures on adjoining properties and to prevent injury to the people living on the adjoining property.

The Contractor shall conduct the elevation operations to ensure minimal interference with roads, sidewalks, or other adjacent facilities. Any damages caused by the construction operations to adjacent structures, personal property, roads, sidewalks, and other facilities shall be repaired or otherwise compensated for by the Contractor at no expense to the City or additional change orders to the contract.

4.4. Construction Fencing: Will be required along every road, sidewalk or other access point bordering elevation operations construction fencing not less than six (6) feet in height shall be erected to prevent unauthorized persons from entering the site of such operations.

5. Access: No roads, bridges, sidewalks, or driveways of other properties shall be closed or otherwise obstructed for any length of time without written permission from the City's Project Manager prior to the Contractor commencing work. The Contractor shall notify the City's Project Manager and Construction Inspector no less than 48 hours prior to commencing work. The Contractor is responsible for all temporary access needed to access structures on subject properties and may be required to submit a maintenance of traffic (MOT) plan to be reviewed by City staff.

6. Pre-Construction Video: Prior to initiating the elevation work, the Contractor shall prepare a pre-construction video for the purpose of documenting the pre-construction condition of the exterior and interior of each structure to be elevated. Moreover, the pre-construction video shall also document existing drainage patterns from each property, including the front, rear and side yards and the adjacent right-of-way.

7. Staging Areas: The primary staging area should be the private parcels where the houses are located. Due to size limitations of some parcels, a secondary staging area can be made available to the Contractor at nearby City-owned undeveloped lots located at 613 Goodwin Avenue or 632 Pine Street upon prior coordination with City staff (Engineering Department). Refer to Figure 3B within the Attachment labeled "Location Maps" for a depiction of the City-owned parcels.

Staging areas, including the previously referenced City-owned parcel, shall be secured (i.e., fenced) and screened throughout the duration of the work and restored to existing conditions after work completion.

8. Grading: Grading: After completing trash and debris removal and any fill placement, the Contractor shall ensure that each property is properly graded with positive drainage. Care shall be taken to prevent excess drainage onto adjacent property beyond that amount normally draining across the property prior to demolition. The Contractor shall grade and level the surface to meet adjacent contours and return the property to a natural state. Final grades shall be to the satisfaction of the City's Project Manager. As part of the building permit requirement a general grading plan will be required showing proposed grades and any adjustments to the existing topography.

9. Erosion Control: Contractor shall implement sediment and erosion control measures throughout the duration of construction to avoid sediment transport from the construction sites. Each site must be returned to pre-construction condition including in-kind restoration of landscaping and sodding.

10. Grant-Related Deliverables: Per FEMA grant requirements, the City must prepare and submit quarterly reports to the State of Florida Division of Emergency Management in mid-January, mid-April, mid-July, and mid-October of each year while construction takes place.

The Contractor will be required to coordinate with the City and the Grant Manager regarding specific information required to prepare the quarterly reports, including project progress, projected schedule (including any revisions), etc.

Once the elevation of the three (3) homes is completed, the Contractor will be required to furnish the following documentation to the City for grant close-out purposes and for each of the three (3) homes to be elevated:

a) A Local Building Official Building Permit.

b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable, certifying that the structure is code compliant.

c) A Copy of the final signed and sealed Elevation Certificate, after mitigation, showing the Base Flood Elevation and the elevation of all components, to ensure the structure has been elevated to the proper elevation.

d) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

e) Archeological Materials - Project affects undisturbed ground - potential for presence of archeological resources. If no archeological materials are discovered during project construction provide a letter stating so.

f) An archaeological monitoring report that conforms to survey report standards set out in the Florida Department of State Division of Historical Resources Archaeological and Historic Report Standards and Guidelines 1A-46.001 of Florida Administrative Code summarizing all findings from the three (3) work locations prepared after the conclusion of all ground disturbing activities.

g) Permit(s) and verification of compliance. If no permit was needed - a letter stating, "No permit required".

h) Proof of compliance with Project Conditions and Requirements contained in the FEMA grant agreement.

III.C DRAWINGS

General:

The Contractor will be responsible for the preparation of the construction plans and specifications related to this project.

Checking of Drawings and Dimensions:

A. The Contractor shall check all drawings furnished by his sub-contractor immediately upon their receipt and shall promptly coordinate with the resident regarding any discrepancies.

B. The Contractor shall compare all drawings and verify the figures before laying out the work and shall be responsible for any errors, which might have been reasonably avoided thereby. When the type of equipment selected affects dimensions on the drawings, the Contractor shall adjust such dimensions on the drawings as necessary to avoid any site accessibility concerns.

Copies of Drawings and Specifications Furnished:

The Contractor shall furnish to the City an electronic file of drawings and specifications necessary for the execution of the work. One complete set of all drawings and specifications shall be maintained at the job site and shall be available to the Engineer at all times.

III.D REQUIRED LICENSES AND PERMITS

The Contractor and all subcontractors or employees hired by the Contractor shall have all current licenses and permits required for all the work for which they are hired. The Contractor must be registered with Volusia County to perform the professional services required under this contract. For registering with Volusia County, please refer to "contractor licensing" procedures, which can be requested online by the applicant and expeditiously processed by Volusia County, by accessing the following link: https://www.volusia.org/services/growth-and-resource-management/building-and-zoning/contractor-licensing/#.

The Contractor shall follow all applicable State, Local and Federal Laws, Regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. The Contractor will be required to secure, at a minimum, a local Building Official Building Permit. If required for the project, the Contractor shall obtain a demolition permit for each property.

Upon completion of construction plans, the Contractor must coordinate with the City to submit all plans to the U.S. Army Corps of Engineers (USACOE) for permitting purposes. Note that based on prior coordination with the USACOE, a "No Permit Required" determination is expected.

III.E HUMAN REMAINS OR ARCHAEOLOGICAL RESOURCES

If, at any time, human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery must stop immediately and the Contractor must notify the City's Project Manager immediately to ensure that all reasonable measures to avoid or minimize harm to the finds will be taken. The City must contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery will not resume until FEMA has completed consultation with the State Historic Preservation Office (SHPO), Tribes, and other consulting parties, as necessary.

Archaeological discoveries must be secured in place, access to the sensitive area must be restricted, and all reasonable measures must be taken to avoid further disturbance of the discoveries. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

III.F PERFORMANCE SCHEDULE

To maintain compliance with FEMA deadlines for completion of work, the Contractor shall commence work within ten (10) days of the Notice to Proceed and must complete all work on or before June 1, 2023. Final completion includes all administrative items to achieve a Certificate of Occupancy from the City.

The Contractor shall attend a project kick-off meeting with the City Representatives to discuss the projected elevation schedule, including the proposed order in which the three (3) homes will be elevated by the Contractor. Moreover, the Contractor will coordinate with City Representatives to confirm how each site will be accessed, where staging will be located, how traffic control will be accomplished and the general methodology which will be used to complete the work.

Working days are Monday through Sunday. Work hours shall be 7:00 AM to 7:00 PM Monday through Friday, 8:00 AM to 6:00 PM on Saturday and 11:00 AM to 6:00 PM on Sunday.

The Contractor shall adhere to the City's Construction Site Management guidelines as defined within Ordinance 60-19 which entails site preparation, environmental requirements, maintenance & upkeep, grading, material storage/stockpiling, allowable work days and hours of operation, and other conditions to be fulfilled during the course of the project. A copy of Ordinance 60-19 is provided as an attachment.

Work not completed by the June 1, 2023 deadline will constitute a breach in the contract with the City of New Smyrna Beach. The Contractor shall be liable to the City for liquidated damages in the sum of five hundred ($500) dollars for each calendar day passed June 1, 2023 until the work is fully completed.

IV. INFORMATION FOR BIDDERS

IV.A Pre-Bid Site Visit

It is recommended that the bidders perform a pre-bid site visit to become familiar with the three project sites including their geographic location and accessibility. In order to facilitate all potential bidders and reduce the impact to the property owner the City will designate a specific date and time each Contractor will have the opportunity to inspect the property and dwelling unit.

IV.B Inquiries

Must be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Monday, April 11, 2022 by 5:00 pm. All correspondence must reference the Bid Number. When asking questions, please be sure to enter each question separately.

Answers to possible questions that may arise are provided in the Attachment titled Questions and Answers.

IV.C Proposal Contact

Purchasing Coordinator – purchasing.coordinator@cityofnsb.com

IV.D Commencement of Work

The bidder agrees to commence work within ten (10) CALENDAR DAYS after the date of the Notice to Proceed letter is acknowledged and shall complete the work within FOUR HUNDRED THREE (403) DAYS thereafter.

The bidder further agrees to pay, as liquidated damages, the sum of FIVE HUNDRED ($500) dollars for each calendar day thereafter, until the work is completed or accepted. Said amount is agreed upon because the injury that the City of New Smyrna Beach ("Owner") may sustain by reason of contracting breach would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

IV.E Conditions of Work

Each bidder shall have read and be thoroughly familiar with the Contract Documents. Failure to do so shall not relieve the successful bidder of his obligation to furnish all labor, materials and equipment necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid. No effort is made to emphasize any particular provision of the Contract, but bidders must familiarize themselves with every provision

and its effect. The Owner makes no representations other than those stated or shown directly in the Contract Documents.

In case there is any item in the Contract Document which is not clear to the bidder or which may, in the Contractor's opinion, be impossible to comply with, the bidder is urged to immediately notify the City by submitting all inquiries via the City's e-Procurement Portal, located at https://secure.procurenow.com/portal/cityofnsb**.** If it is considered necessary and time permits, an addendum shall be forwarded to each holder of the drawings and specifications to clarify the question.

The Contractor, by and through the submission of the bid, agrees that it shall be held responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied the Contractor as to the character of the route, the location, surface and underground obstructions, the nature of the ground water conditions and all other physical characteristics of the work, in order that it may include in the prices with its bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which shall be encountered in doing the proposed work.

IV.F Qualifications of Bidders

The City of New Smyrna Beach may make such investigations as it deems necessary to determine the ability of the Contractor to perform the work and the Contractor shall furnish to the Owner any additional information and financial data for this purpose as the Owner may request. The data shall include a detailed and up-to-date list of equipment, which the bidder proposes to use, indicating which portions it already possesses and a detailed description of the method and program of the work it proposes to follow. The Contractor shall also submit a list of the subcontractors, if any, that it intends to use.

IV.G Preparation of Bids

Bids must be submitted upon the prescribed forms. All blank spaces must be filled in as noted, in ink or typed, in both words and figures with the amounts extended and totaled, and no changes shall be made in the phraseology of the forms or in the items mentioned therein.
Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.
The time of completion of the work performed under the Contract shall be the number of calendar days stated from the date of the Notice to Proceed. The Contractor shall sign the bid in the blank spaces provided therefore.

IV.H Bid Security

Each bid, if applicable, shall be accompanied by a Bid Security of not less than ten (10%) percent of the amount of the Bid Proposal. The Bid Security shall consist of a Certified Check, a Cashier's Check or a Bid Bond payable to the City of New Smyrna Beach ("Owner").

In addition to scanning a copy in your response in ProcureNow, the Bid Security shall be submitted in a separate, sealed envelope addressed to the Owner, endorsed with the name of the bidder and project title and plainly marked, "Bid Security," which shall be received no later than the required Bid Opening date/time, using the label as addressed in the Instructions for Bid Submittal.

Within ten (10) days after the opening of the bids, checks or bid bonds shall be returned except those deposited by the three (3) lowest bidders, and they shall be returned within ten (10) days after the execution of the Contract between the successful bidder and the Owner. The Bid Security of the successful bidder shall be returned without interest when the Contract has been approved and completely executed and the Notice to Proceed letter is issued.

IV.I Receipt and Opening of Bids

Sealed Bids shall be received in the e-Procurement Portal - https://secure.procurenow.com/portal/cityofnsb/, and then publicly opened and read aloud.

IV.J Analysis of Bid Prices

Before award of the bid, the City reserves the right to request additional information to clarify bid submittals.

IV.K Right to Accept and Reject Bids

The Owner reserves the unqualified right, in the Owner's sole and absolute discretion, to reject any and all bids, to waive any irregularities, or to accept any bid or combination of bids, which in the Owner's sole and absolute judgment, shall, under all circumstances, best serve the public interest.

IV.L 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.

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

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

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

4) The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

5) 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.

6) 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.

7) 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.

8) 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 in order to protest the public health, welfare, or safety of the City.

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

IV.M Acceptance of Bid and Award of Contract

Within sixty (60) days after the opening of the bids, the Owner shall accept one of the bids or shall act in accordance with Information for Bidders-Right to Accept and Reject Bids. Bids shall be awarded in accordance with the Federal, State and Local regulations. The project shall be awarded to the lowest responsive, responsible bidder. The acceptance of the bid shall be by notice in writing, signed by the Owner or his representative, emailed, mailed, or delivered to the office designated in the bid.

IV.N Payment and Performance Bonds

Both a payment and a performance bond are required for this project and must equal 100% of the proposed project cost.

Simultaneously with the delivery of the executed Contract, the successful bidder shall deliver to the Owner, the executed Payment and Performance bonds in the amount of One hundred (100%) percent of the accepted bid as security for faithful performance of his Contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on the Bond Company's document, and have as surety thereon such company or companies approved by the Owner and authorized to transact business in the State of Florida.

A. If within ten (10) days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the Contract and to furnish the required Contractor's bond properly signed by the Contractor and the Surety or Sureties satisfactory to the Owner, the bidder shall be deemed to be in default and the Owner shall retain his Bid Security as liquidated damages, as set forth in the "Supplemental General Conditions", but not as a penalty. The Owner reserves the option to accept the bid of any of the other bidders within ten (10) days from such default, in which case such acceptance shall have the same effect to such bidder as though he were the original, successful bidder.

B. If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners. If the Contractor is a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by the (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of the Power-of-Attorney or other certification of authority where the bond is executed by the agent, officer or another representative of the Contractor or Surety; (c) duly certified extract from By-Laws or resolutions of Surety under which the Power-of-Attorney, or other certificate of authority of its agent, officer or representative was issued.

The Material and Workmanship Bond shall be in an amount equal to ten percent (10%) of the Contract Price as adjusted on the Final Application for Payment. The Contractor will forfeit their Bid Security if they fail to do so. All Bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

IV.O Time of Completion

The time of completion shall be as stated in the Bid Proposal. In the event of failure to complete the work within the time specified, liquidated damages shall be assessed as provided in the General Conditions unless an extension of time is granted.

IV.P Public Entity Crimes Act

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the City of New Smyrna Beach, may not be awarded or perform work as a Contractor, supplier, or subcontractors, under a contract with the City, and may not conduct business with the City for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Section twelve (12) of the bid document includes a Sworn Statement Form to be notarized and must be included in the submission of the Contractor's bid proposal.

The Contractor's submitted bid proposal to the City acknowledges the Contractor's representation that it has not been placed on the convicted vendor list. Violation of this Article by the Contractor shall result in a rejected bid proposal.

IV.Q 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.

In accordance with, §448.095, Florida Statutes, the VENDOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If the VENDOR enters into a contract with a subcontractor performing work or providing services on its behalf, the VENDOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

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

V. INSTRUCTIONS FOR BID SUBMITTAL

V.A Due Date and Time

Sealed Bid Proposals will be received until Monday, May 2, 2022, 3:00 pm EST, via the City's e-Procurement Portal found at https://secure.procurenow.com/portal/cityofnsb/ . Bid Proposals received after the designated time will not be allowed on the City's eProcurement Portal. Bid Documents are available on ProcureNow and the City's website (www.cityofnsb.com). For further information, please e-mail the Purchasing Coordinator at purchasing.coordinator@cityofnsb.com.

V.B Requirements - General

Firms interested in providing this service may obtain an Invitation to Bid by visiting the e-Procurement Portal – ProcureNow – https://secure.procurenow.com/portal/cityofnsb.

Upon receipt of this bid document, any and all communications regarding this ITB must be made only to the Purchasing Coordinator via the City's e-Procurement portal. Any violation of this condition could result in proposal disqualification. THIS IS AN ELECTRONIC SEALED BID SOLICITATION- PAPER COPY, FAX OR E-MAIL REPLIES SHALL NOT BE ACCEPTED.

The City is not responsible for the content of any public solicitation package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the bidder (Contractor) to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website.

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

V.C Additional Requirements

Each bid shall be accompanied by a certified cashier's check, or bid bond, in the amount of ten (10%) percent of the total bid price, payable to City of New Smyrna Beach, as a guarantee that the bidder, if its bid is accepted, will promptly execute the Agreement. The bidder shall guarantee the total bid price for a period of sixty (60) days from the date of the bid opening.

In addition to responding to this bid on ProcureNow, Bidder must also MAIL bid guarantee and all notarized documents to be received no later than Monday, May 2, 2022 in a separate envelope using the label provided.

V.D Bid Opening

Electronic bids will remain locked until the time of bid opening. The bid opening shall take place as a live video conference which will also be recorded (using Microsoft Teams) and posted on the bid page of the City's website. Bidders may contact the City's Purchasing Coordinator to obtain

information to view the live bid opening. The bid tabulation shall be posted within 48 hours of the bid opening.

Microsoft Teams Meeting: Click here to join the meeting

or call in (audio only): 786-636-1338

Phone Conference ID: 701 970 88#

V.E Total Bid Proposal

The Bidder, pursuant to and in compliance with the City's advertised ITB, dated Wednesday, March 2, 2022, in addition with other bid and Contract Documents relating hereto, hereby proposes to furnish all tools, storage, labor, equipment and materials to perform all the work necessary for the ITB 02-22-ENG Elevation of three (3) Flood-Prone Homes, City Of New Smyrna Beach, Volusia County, Florida, all as required by and in strict accordance with the Contract Documents, and schedules at the prices listed in the Total Bid Proposal.

VI. TOTAL BID PROPOSAL

The City of New Smyrna Beach reserves the right to evaluate the bids received and award the lowest, qualified bidder with the Base Bid, Bid Alternate "1 Alternative", Bid Alternate "2 Alternative", "Bid Alternate "3 Alternative" or any combination thereof as determined to be in the best interest of the City and their funding partners.

610 GOODWIN AVENUE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1A	Boundary Survey, Structural Assessment, Engineering, and Drawings	1	LUMP SUM		
1B	Permits and Bonds	1	LUMP SUM		
1C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM		
1D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM		
1E	Erosion and Sediment Control	1	LUMP SUM		
1F	Demolition, Removal, and Disposal of Existing Foundation	1	LUMP SUM		
1G	Foundation Construction	1	LUMP SUM		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1H	Lift Structure (tunnel, beams, cribbing, and jacks)	1	LUMP SUM		
1I	Front Entry Landing, Stairs, and Lift	1	LUMP SUM		
1J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM		
1K	Convert Existing Garage, if applicable, to Non-Air Conditioned Space	1	LUMP SUM		
1L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM		
1M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM		
1N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM		
1O	Archaeological Services	1	LUMP SUM		
1P	Project Administration - Coordinate with City and Grant Manager regarding DEM Documents (Quarterly Reports and Grant Close-Out Deliverables) as well as with the Homeowner during construction	1	LUMP SUM		
1Q	Elevation Certificate	1	LUMP SUM		
TOTAL					

2636 SUNSET DRIVE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2A	Boundary Survey, Structural Assessment, Engineering, and Drawings	1	LUMP SUM		
2B	Permits and Bonds	1	LUMP SUM		
2C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM		
2D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2E	Erosion and Sediment Control	1	LUMP SUM		
2F	Demolition, Removal, and Disposal of Existing Foundation	1	LUMP SUM		
2G	Foundation Construction	1	LUMP SUM		
2H	Lift Structure (tunnel, beams, cribbing, and jacks)	1	LUMP SUM		
2I	Front Entry Landing, Stairs, and Lift	1	LUMP SUM		
2J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM		
1K	Convert Existing Garage, if applicable, to Non-Air Conditioned Space	1	LUMP SUM		
2L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM		
2M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM		
2N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM		
2O	Archaeological Services	1	LUMP SUM		
2P	Project Administration - Coordinate with City and Grant Manager regarding DEM Documents (Quarterly Reports and Grant Close-Out Deliverables) as well as with the Homeowner during construction	1	LUMP SUM		
2Q	Elevation Certificate	1	LUMP SUM		
TOTAL					

2700 SUNSET DRIVE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3A	Boundary Survey, Structural Assessment, Engineering, and Drawings	1	LUMP SUM		
3B	Permits and Bonds	1	LUMP SUM		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM		
3D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM		
3E	Erosion and Sediment Control	1	LUMP SUM		
3F	Demolition, Removal, and Disposal of Existing Foundation	1	LUMP SUM		
3G	Foundation Construction	1	LUMP SUM		
3H	Lift Structure (tunnel, beams, cribbing, and jacks)	1	LUMP SUM		
3I	Front Entry Landing, Stairs, and Lift	1	LUMP SUM		
3J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM		
1K	Convert Existing Garage, if applicable, to Non-Air Conditioned Space	1	LUMP SUM		
3L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM		
3M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM		
3N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM		
3O	Archaeological Services	1	LUMP SUM		
3P	Project Administration - Coordinate with City and Grant Manager regarding DEM Documents (Quarterly Reports and Grant Close-Out Deliverables) as well as with the Homeowner during construction	1	LUMP SUM		
3Q	Elevation Certificate	1	LUMP SUM		
TOTAL					

BID ALTERNATE PER ADDRESS – CONCRETE SLAB REINFORCEMENT

Please review the concrete slab scanning reports provided as an attachment to this bid advertisement. This bid alternate will be considered an additional item to the base bid if the

homes will require concrete slab reinforcement in order to be elevated safely and without compromising the structural integrity of the structures.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1 Alternative	610 Goodwin Avenue	1	LUMP SUM		
2 Alternative	2636 Sunset Drive	1	LUMP SUM		
3 Alternative	2700 Sunset Drive	1	LUMP SUM		
TOTAL					

VII. GENERAL TERMS AND CONDITIONS

VII.A Definitions and Terms

The terms used in this specification are defined as follows:

CITY: City of New Smyrna Beach

CLAIMS AND NOTICES: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any 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.

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

CONTRACTOR: The person, firm or corporation with whom this Contract is executed by the Owner.

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

ENGINEER: For this project, reference to the Engineer shall refer to the City Engineer, Kyle Fegley, P.E., or his designee

OWNER: City of New Smyrna Beach

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

SPECIFICATIONS: The detailed written description of the work.

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.

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

VII.B Contract Terms

Subject to the availability of funds and the responses to this BID, the City will select a single Contractor to provide the work. The Contractor shall be experienced in all aspects of the work. The Contractor will commence the work upon a written Notice to Proceed from the City. All work must be complete by June 1, 2023 in compliance with the FEMA grant deadlines.

The final acceptance of any successful bid shall be subject to, and contingent upon the negotiation between the parties of a Contract in form and substance acceptable to the City. Nevertheless, it is highly recommended for all bidders to review the attached draft contract and the HMGP grant agreement to ensure familiarity with all the terms and conditions set forth therein prior to bid submittal.

Companies with demonstrated experience and with an interest in making their services available to the City are invited to respond to this BID. “Respondents” means the companies that submit proposals in response to this Request for Bids. It is understood that the selected Respondent acting as a partnership, corporation, or other legal entity, is Florida licensed and capable of providing the specified services. The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents, or sub-consultants of any tier shall be competent to perform the services required under this BID document.

This project is a Federally Funded project and, as such, has specific procurement and reporting processes to be compliant with 2 CFR 200 regulations. This BID for Contractors shall meet all applicable Federal Laws and State Grant Guidance which shall be incorporated into the Draft Contract provided.

Additionally, the City encourages participation by respondents who are MBE/WBE business enterprises, as defined in Section 288.703, Florida Statutes. Additionally, the City of New Smyrna Beach shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms"). Moreover, the Contractor is also required to take the next affirmative steps, if subcontractors are to be used, to assure that MBE/WBEs are used, whenever possible:

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

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

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises (however, this requirement does not authorize the City to break a single project

down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting");

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

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The requirement outlined above does not impose an obligation to set aside either the solicitation or award of a contract to MBEs. Rather, the requirement only imposes an obligation to carry out and document the affirmative steps identified above (refer to the attached form).

VII.C Notice to Proceed

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with the Notice to Proceed. The Notice to Proceed shall include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice.

VII.D Preconstruction Conference

Prior to starting the work, a preconstruction conference shall be held to review the work schedules, to establish procedures for processing periodical pay estimates, and such other matters as may be pertinent to the project.

VII.E Progress and Control of the Work

Schedules and Progress Reports:

The Contractor must submit a proposed schedule of the work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the work, to protect the functions of the local government and its citizens, and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accord with the remainder of the terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the anticipated earnings by the Contractor for each month, and the approximate number of crews and equipment to be used. The Engineer shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Engineer’s review and approval. The Engineer, for purpose of evaluation, may require additional more detailed schedules.

Approval of Subcontracts:

A. The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors, including material suppliers proposed for the work, and shall not employ any that have not been approved by the Owner.

B. The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors and for payment of services rendered by the subcontractor.

C. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Owner.

D. The Contractor shall furnish the Owner copies of any and all contracts entered into with subcontractors for performance of any work identified in the Contract Documents.

Prosecution of Work:

A. The work shall be prosecuted at such time and in or on such part or parts of the project with such forces of workmen, materials, and equipment as may be ordered by the Engineer, in writing, to complete the project as contemplated in the Contract, and schedules. If, at any time, the materials and equipment to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order. The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

B. Contractor shall perform the work and take such precautions as may be deemed necessary to complete the project so all work shall be neat and orderly and in acceptable condition within the Contract time according to the schedule.

Workmanship, Material, and Workmen:

A. Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose and acceptable to the Engineer. The Engineer shall decide the question of quality where the expression “or approved equal” is used in the specifications following reference to a specific manufacturer of equipment or materials. If the contractor wishes to make a substitution request for an alternate material or installation procedure, he will need to present to the Engineer for approval prior to proceeding with said alternate. Samples of materials shall be submitted for approval when so directed. Machinery, materials, articles installed or used, or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

B. The Engineer or the Owner may require the Contractor to remove from the work such employees as the Engineer or the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the Owner’s interest.

Delays and Extension of Time:

A. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable causalities or by delay authorized by the Owner pending arbitration, or by any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably be extended by the Owner.

B. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Owner within seven (7) days of the event or incident causing the delay and as otherwise provided by the definition of “notice”, referenced in "Definitions and Terms".

C. The article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

VII.F Rights and Responsibilities of the Owner During Construction

Surveys and Lands for Work:

A. In coordination with the property owners, the City shall provide the lands upon which the work under this Contract is to be done;

B. Includes all necessary additional land required for the erection of temporary construction facilities and storage of the Contractor's material, together with right-of-access to the same.

Use of Completed Portions:

The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contact Documents.

The Owner’s Right to Do Work:

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy available, the Owner may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor.

Right to Retain Imperfect Work:

If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the engineer decides that removing the work is warranted for whatever reason, then the owner has the right to reject and hold the Contractor accountable for its removal and corrective action.

Suspension of Work:

A. If the work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, material, or equipment, or if the Contractor fails to comply with work schedules, the Owner or Engineer may order the Contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of Contract time shall be allowed for this suspension.

B. The Owner or Engineer may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by written notice to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase in the contract price or an extension of the contract time directly attributable to any suspension if the Contractor makes a claim therefore as provided in the section of this Contract titled: Progress and Control of Work - Delays and Extension of Time.

Termination of the Contract:

A. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of the Contractor's creditors, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property, or if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if the Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, or if the Contractor repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if the Contractor disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method he may deemed expedient. In cases where the actual cost of the work to be done by the Owner exceeds the amount in the Performance Bond, then the Contractor shall pay such to the Owner.

B. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor shall not release the Contractor from liability.

VII.G The Authority and Duties of the Engineer

Status of the Engineer:

The work shall be subject at all times to the review of the Engineer or his designee. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials

furnished, work performed, rate of progress of work, areas of work, maintenance of schedules, interpretation of drawings and specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. In case of differences between the drawings and specifications, the Engineer shall make a determination as to whether the specifications or drawings represent the intent of the Contract, and such determinations shall be communicated to the Contractor in writing. All claims of the Contractor shall be made in writing within a reasonable time. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved. See definition of “Notice”, referenced in "Definitions and Terms".

Inspection and Examination of the Work:

A. The Engineer and authorized assistants shall have free access to the work of the Contractor at any time for purposes of inspection, and shall be furnished by the Contractor with facilities to determine as best as can reasonably be done under the circumstances, the work performed and the nature of same. Such assistance of the Contractor shall, if necessary, include the uncovering, testing or removal of portions of finished work.

B. Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to the project or any part thereof at any time. The number of inspectors shall be at the discretion of the Owner. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor’s duties to the Owner under these Contract Documents. An inspector is not authorized to revoke, alter, enlarge, relax, release or amend any of the specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, or materials, or equipment which are contrary to the drawings and specifications; nor are any of his actions to be construed as doing so.

C. All materials shall be subject to inspection; examination and test by the Engineer at any time during manufacture, and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture or before they have been incorporated into work. If the Contractor fails to replace defective work or rejected materials, the Owner may replace such materials or correct such defective work and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed as addressed in Terms and Conditions .

D. Final or interim inspections shall not relieve the obligation of the Contractor to the Owner to do the work in a good workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

VII.H Work by Others

The Owner reserves the right to allow the continuation and/or creation of other contracts it deems necessary at the site of the work subject to this Contract, provided such do not unreasonably burden or impair the work anticipated in the Contract. The Contractor shall afford

other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work, and shall promptly connect and coordinate this work with theirs.

VII.I Changes

Compliance with Specifications and Drawings:

All specifications and drawings and terms of the Contract shall be strictly complied with by the Contractor except as specifically provided in these Contract Documents.

Changes in the Work:

A. The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

B. In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Owner, and no claim for an addition to the Contract sum shall be valid unless so ordered.

C. The value of any such extra work or change shall be determined in one or more of the following ways: (a) by contract unit prices or (b) by an agreed lump sum price. In the event that the contract unit prices are not available and a lump sum price is not agreed upon, then the value of the extra work shall be determined by (c) the actual cost of: Labor, including foremen; Materials entering permanently into the work; The rental cost of construction plant and equipment during the time of use on the extra work; Power and consumable supplies for the operation of power equipment; Insurance; Social Security, Old Age and Unemployment Contributions.
As a result of the preceding requirements, a Change Order shall be prepared in a form to be approved by the Owner.

D. The value of the extra work or change shall be determined at the time that the Change Order is authorized and agreed upon. In the event that the Change Order is of such nature as to fall under a Contract unit price, the Contract unit price shall be the value of such extra work, whether representing a deletion, or an addition, and method (b) or (c) shall be employed only if there is not an applicable Contract unit price. To the cost under (c), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensated to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

E. It is the Contractor's responsibility to notify this Surety of any changes affecting the general scope of the work or change in the Contact Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Owner.

F. No change orders that are a result of the Contractor's failure to reasonably anticipate any difficulties or complexities in the Project shall be the responsibility of the Owner to pay.

VII.J Payments to the Contractor

Monthly Payments to the Contractor:

The Contractor shall plan his work for construction on the basis of monthly pay periods. So long as the work is prosecuted in compliance with the provisions of the Contract, the Contractor shall, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the Engineer, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. No Payment shall be included in the Pay Request for stored materials. The Engineer shall then review said estimate and make the necessary revisions so that the estimate can receive approval. If the Contractor and the Engineer do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Engineer shall be binding. The amount of said estimate, after deducting the Retainage and all previous payments, shall be due and payable to the Contractor within thirty (30) days after presentation of the estimate to the Owner. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

Contractor's Warranty of Title:

A. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens" in these General Conditions).

B. The Contractor agrees to furnish an affidavit stating that all laborers, suppliers and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the supplier, laborers and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

Correction of Work Before Final Payment:

A. The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner, and shall bear the expense of making good the work of the suppliers, laborers, and subcontractors, including any actions that may destroy or damage any property or materials.

B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of

such removal within ten (10) days thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceed thereof after deducting all the cost and expenses that should have been borne by the Contractor.

Liens:

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. In addition thereto, in either case, the Contractor shall provide an affidavit that so far as he has knowledge or information, all receipts have been satisfied and the labor and material for which a lien could be filed has been paid. The Contractor may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify that payments are made. The Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest, costs, and reasonable attorney's fees.

Final Inspections:

When the Contractor has completed the work in compliance with the terms of Contract Documents, he shall notify the Engineer in writing that the project is ready for final inspection. The Engineer shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, the Engineer and Contractor will mutually agree upon a date for final inspection. Upon completion of the final inspection, the Engineer shall prepare a list of errors of either commission or omission by the Contractor, reasonably observable, and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the Engineer, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Engineer shall, pursuant to such inspection and re-inspection, certify to the Owner as to the completion of the final inspection. It is understood that the certification covers only those items which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry, as interpreted by the Engineer.

Final Acceptance:

When the Engineer certifies to the Owner as to the completion of the final inspection, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence satisfactory to the Owner's legal advisors that the Contractor has fully paid all debts for labor, materials and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has satisfied himself as to compliance with the terms of the Contract, and has received certification of final inspection, he shall notify the Contractor of final acceptance by the Owner. The date of final acceptance shall

be assumed as the date of final completion of the project, unless the Owner, with the Contractor, has made previous agreement.

Final Payment:

When the Owner has made final acceptance, the Engineer shall then review the amount of final request for payment and certify the amount of this approval. Upon approval by the Engineer, the Owner shall make the final payment of the contract amount, plus all approved additions, less approved deductions and previous payments made.

Termination of Contractor's Responsibility:

The Owner shall consider the Contract complete when all work has been finished, the final inspection certified by the Engineer, and the project finally accepted in writing. The Contractor's responsibility shall then terminate except as otherwise required and set out in the Contract Documents.

VII.K Warranty and Guarantee Provisions

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in the Contract is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined herein to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed and specified in these Contract Documents.

Following discovery by Owner of faulty materials, equipment, and/or workmanship within the period of the guarantee, the Owner shall promptly give written notice to the Contractor. Any part of the materials, equipment and/or workmanship that is under warranty and guarantee shall be promptly replaced by the Contractor at the Contractor's own cost and without cost to the Owner. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

VII.L Existing Underground Utilities

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact, and are shown for the convenience for the Contractor. The Contractor shall contact the utility owner for any available additional information, and coordinate construction activities accordingly. The utilities known to exist are listed in the Supplemental General Conditions, along with a list of

their owners. Any cost incurred for the protection of and/or damages to existing underground utilities shall be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation shall be paid to the Contractor. If, in the judgment of the Engineer, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility or utilities, either the utility owner shall move the existing underground utility, or an appropriate Change Order shall be executed for the moving by the Contractor.

The following is a list of utilities, which may be located within the public rights-of-way of the City of New Smyrna Beach:

Gas Mains – Florida Public Utilities Company

Electric and Power Lines and Underground Cable - Utilities Commission, City of New Smyrna Beach

Telephone Lines and Underground Cable - AT&T

Water Mains and Sanitary Sewers - Utilities Commission City of New Smyrna Beach, Florida

Storm Sewers - City of New Smyrna Beach, Florida

Cable TV and Underground Cable - Spectrum

VII.M Claims and Damages

Requirement for Notice:

Any requirements of the Contract Documents for notice of direction to the Owner shall be a condition precedent to be complied with by the Contractor before any claim for extra compensation can be made. See definition of Notice To Proceed.

Claims for Extra Cost:

If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, he shall give the Engineer written notice on a form to be furnished by the Engineer within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency of endangering life or property. A decision by the Engineer shall then be made as specified in "The Authority and Duties of the Engineer - Status of the Engineer" of this division. If this decision requires a Change Order, the procedure shall be as provided for in "Changes in the Work" Section. See definition of Terms and Conditions. No claim shall be valid unless so made.

Claims for Damages:

Any claims for damages by the Contractor against the Owner arising under this Contract shall be made in writing to the party liable within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement validated by a Change Order. Any claim not reported within thirty (30) days shall not be considered valid. See definition in Terms and Conditions.

Liquidated Damages:

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in the bid, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion by Contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, and appliances as may be on the site of the work, and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall pay to the Owner the sum specified in the Supplemental General Conditions as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby.

Additional Owner Expense:

Should the Contractor fail to complete the work during the specified number of calendar days, it is agreed that for each day of overrun until final completion, all expenses of engineering supervision and inspection furnished by the Owner shall be at the expense of the Contractor and /or his Surety. Such engineering expense shall be considered to be equal to the job payroll of the owner plus One Hundred Fifty (150%) Percent thereof for overhead, plus on-the-job mileage. Such engineering expense shall be deducted from monies due the Contractor. The amount of such expenses shall be construed to be in addition to other damages for delays that might be assessed by the Owner.

VII.N Interpretation of Contract

In the event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

VII.O Save Harmless Clause

The Contractor covenants and agrees to indemnify and save harmless the Owner, its employees, officials, and agents, and defend them from all costs, expenses, damages, attorney's fees, injury or loss, to which the Owner may be subject by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, the Contractor's employees, his agents or assigns.

VII.P Royalties and Patents

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment furnished. The Contractor shall defend all suits or claims for infringement of any patented right and shall save the Owner harmless from loss on account thereof and cost and attorney's fees incurred therefore.

VII.Q Clean-Up

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore the construction site to its original condition or better those portions of the site disrupted by the construction. Clean-up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the Owner, residents, and works at or adjacent to the project site. The Contractor shall remove, when no longer needed, all temporary structures and equipment used in the operations. It is the intent of this specification that the construction areas and those other areas not designed for alteration by the Contract Documents shall be restored to their original condition as nearly as possible.

VII.R Sanitary Regulations

Adequate sanitary conveniences for the use of persons employed on the work, properly secluded from public observations, shall be constructed and maintained by the Contractor in such a manner and at such points as shall be approved by the Owner. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, the sanitary conveniences shall be removed from the premises, leaving the premises clean and free from nuisance.

VII.S Inspection and Testing of Materials and Equipment

The Contractor shall pay for all laboratory or environmental tests required at the project site or all laboratory tests required on material already delivered to the site. Copies of test or certifications on pipe, brick or other materials made at the factory shall be furnished in triplicate to the Engineer. The Engineer shall approve test reports on equipment before the equipment covered by the test is delivered to the project site. Test requirements are set out in the detailed specifications for the particular material.

VII.T Safety and Health Regulations

A. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

B. The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

VII.U Liquidated Damages

The amount of and provision for liquidated damages as specified in this solicitation and as otherwise set forth in the Contract Document, shall be FIVE HUNDRED ($500) DOLLARS FOR EACH CALENDAR DAY of the delay until the work is completed or accepted. Said amount is agreed upon because the injury that the Owner may sustain by reason of contracting breach

would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

VII.V Termination

Termination for Convenience:

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

Termination for Cause or Default:

The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate

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

Force Majeure

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

a) Acts of God

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

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

d) Government order or law

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

f) Action by any governmental authority

g) National or regional emergency

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

i) Shortage of adequate power or transportation facilities

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

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

VIII. FEMA FEDERAL REQUIREMENTS

As per the Federally Funded Subaward and Grant Agreement, Number H0616, Project Number 4337-374-R between the City of New Smyrna Beach and the State of Florida Division of Emergency Management)

VIII.A FEMA Requirements

This project will be partially funded by FEMA and as such shall comply with all FEMA requirements as set forth herein as well as within the Federally-Funded Subaward and Grant Agreement, Agreement Number H0616, Project Number 4337-374-R, and any subsequent grant agreement modifications ("Grant Agreement"). Contractor must carefully review and become familiar with the Grant Agreement conditions that govern this Construction Contract ("Contract").

For purposes of this Contract, and as referenced in the Grant Agreement, the Division means the State of Florida Division of Emergency Management; the Sub-Recipient means the City of New Smyrna Beach, the Contractor means the contractor in charge of the construction completion of this project; and the subcontractor means a subcontractor retained by the construction contractor to address a specific portion of this project. All state and federal requirements contained herein are applicable to both the contractor and subcontractor.

The following Federal Requirements are supplemental to the City Advertised Bid. Where there is conflict, these Federal Requirements prevail unless the Terms and Conditions in the bid document are stricter. Moreover, it is strongly recommended that potential bidders review the grant agreement between the City of New Smyrna Beach and the State of Florida Division of Emergency Management in its entirety as this document only provides an excerpt of the grant agreement to emphasize important grant requirements and is not intended to replace the content of the full grant agreement.

VIII.B Equal Opportunity Employment

During the performance of this Contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an Investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the Interests of the United States.

VIII.C Compliance with the Davis Bacon Act

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

VIII.D Copeland Anti-Kickback Act

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

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

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

VIII.E Contract Work Hours and Safety Standards

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of New Smyrna Beach shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

VIII.F Clean Air Act and the Federal Water Pollution Control Act

Clean Air Act:

1. The contractor agrees o comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

Federal Water Pollution Control Act:

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the City the applicant entering into the contract) and understands and agrees that the City will, in turn, report each violation as required to

assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

VIII.G Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and

2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these

regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of New Smyrna Beach. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C

and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of New Smyrna Beach, the Federal Government may pursue available remedies, including but not limited to suspension and/or

debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

VIII.H Byrd Anti-Lobbying Amendments

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this contract amount is $100,000 or more, the contractor, and subcontractors as applicable, shall sign the Certification Regarding Lobbying form.

VIII.I Energy Efficiency

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

VIII.J Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

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

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

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

iii. Dividing total requirements, when economically feasible, Into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

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

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

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

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

VIII.K DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

VIII.L Access to Records

(1) The Contractor agrees to provide the City of New Smyrna Beach, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books,

documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA

Administrator or the Comptroller General of the United States.

VIII.M Compliance with Federal Law, Regulations, and Executive Orders

By submitting a proposal, the Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

VIII.N No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

VIII.O Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

VIII.P Procurement of Recovered Materials

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

IX. INSURANCE REQUIREMENTS

Contractor's and Subcontractor's Insurance Requirements

IX.A Type of Insurance

Workers Compensation Florida Statutory Coverage

General Liability: $1,000,000, Each Occurrence

$2,000,000 General Aggregate

The City shall require Products/Completed Operations coverage to be provided for up to a minimum of two (2) years after completion of the construction project.

Automobile Liability: $1,000,000 Each Accident

Umbrella or Excess Liability: $3,000,000

Pollution Liability: $1,000,000, Each Occurrence

If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

In the event Contractor owns, or agrees to be responsible for the use, operation and maintenance of an above-ground petroleum storage tank, fuel truck, or performs fueling services, Contractor shall maintain Pollution Liability Insurance, or similar third-party environmental liability, at a minimum limit not less than $1,000,000 per occurrence combined single limit with a $1,000,000 annual aggregate providing coverage for damages against, but not limited to, bodily injury, property damage, clean up, corrective action including assessment, remediation and defense costs.

Note that the above insurance amounts are the minimum required for this project. Projects will not be awarded to contractors that do not meet the minimum insurance requirements for this project.

THE INSURANCE SHALL NAME THE OWNER AS AN ADDITIONAL INSURED.

IX.B Cancellation

Thirty (30) days written notice of cancellation is required to:

Certificate Holder:

City of New Smyrna Beach

210 Sams Avenue

New Smyrna Beach, FL 32168

ATTN: Purchasing Coordinator

IX.C Additional Types of Insurance

Builder's Risk Insurance - a special type of property insurance which indemnifies against damage to buildings while they are under construction. The City required this insurance at a level of 100% Value of the Project.

Longshoreman Insurance - required insurance coverage for many contractors and workers that work in and around a body of water. The Longshore and Harbor Worker's Compensation Act (LHWCA) was passed by Congress in 1927 and protects over 678,000 workers who may be injured or have an employment-related injury or occupational disease on navigable waters of the United States of America, or in adjoining areas. Longshoreman Insurance is the federal type of workers compensation insurance.

IX.D Worker's Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance for all of his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide employer's general liability insurance for the protection of such of his employees not otherwise protected under such provisions.

IX.E Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability and Property Damage Insurance naming the Owner as an additional insured in the amounts not less than those specified in the Supplemental General Conditions. A certificate of such insurance is to be filed with the Owner before any work begins.

IX.F Subcontractor's Public Liability and Property Damage Insurance

The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the amount specified for the Contractor naming the Contractor and Owner as the Additional Insured. A certificate of such insurance is to be filed with the Owner before any work begins.

IX.G Scope of Insurance and Special Hazards

The insurance required in this solicitation shall provide adequate protection for the Contactor and his Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against and of the special hazards which may be encountered in the performance of this Contract.

IX.H Proof of Carriage of Insurance

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance as required above. A certificate of existing insurance shall be submitted with the bid as proof of insurability.

If the current coverage does not meet the BID requirements, then the Contractor should request an affidavit of insurability from the Contractor's insurance agent that certifies the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the BID requirements. The Contractor agrees to accept and abide by the City of New Smyrna Beach safety regulations in complete accordance with the attached requirements.

IX.I Subcontractor Insurance Requirements

The Contractor shall either (a) require each Subcontractor to procure and maintain during the life of the Subcontractor, the Subcontractor's Public Liability and Property Damage of the type and in the same amounts as in the preceding paragraphs; or (b) insure the activities of the under the Contractor's own policy.

IX.J Additional Insurance Requirements

The insurance required in the preceding paragraphs shall also provide adequate protection against the following special hazards if applicable:

A. Property damage arising out of blasting or explosions;

B. Property damage arising out of collapse of, or structural injury to any building, caused by grading, excavating, burrowing or filling.

C. Property damage below the surface of the ground including the destruction of wires, conduits, pipe, water mains, sewers and gas mains by digging or burrowing by any mechanical device.

D. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required.

IX.K Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

IX.L Hold Harmless Clause

The Contractor will be fully liable for any damage to or destruction of any of the three (3) properties that are part of this home elevation project.

The Contractor will be financially and structurally liable for the repair of any cracks in sheetrock and replace cracked tile only caused due to the elevation process.

Therefore, the Contractor shall hold FEMA, the Florida Division of Emergency Management and the City of New Smyrna Beach harmless against all claims of whatever nature arising out of the Contractor and/or subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

IX.M 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, Contractor shall indemnify, defend, and hold harmless the AGENCY 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 act(s) of Contractor, 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 Contractor.

The foregoing indemnification shall not constitute a waiver of the Department’s or AGENCY’s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. nor shall the same be construed to constitute an agreement by Contractor to indemnify AGENCY for the negligent acts or omissions of AGENCY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute an agreement by Contractor 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."

X. RESPONSIBILITIES OF THE CONTRACTOR

X.A Public Records

All material submitted regarding this bid becomes the property of the City. Bid documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid 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 386-410-2637, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

X.B Contractor's Representative

The Contractor shall have a competent superintendent and any necessary assistants, all satisfactory to the Owner, on the project limits at all times. The superintendent shall not be changed except with the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be employed. The superintendent shall represent the Contractor in the Contractor's absence, and all directions given to the superintendent shall be binding on the Contractor. The Contractor shall give sufficient attention and supervision to the work.

X.C Contractor's Understanding

A. It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the persecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above-ground conditions or any other unexpected conditions requiring additional work by the Contractor, it shall be the Contractor's duty to immediately inform the Engineer, in writing, and the Engineer shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, shall be done at the Contractor's risk. See definitions in Terms and Conditions.

C. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings. The Contractor is at all times fully responsible for the work of the subcontractor as if it were the Contractor's own work.

X.D Quality of Material, Equipment or Work

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the project, or incorporated in the work of the project, or whenever any work performed is of inferior quality, then such material or equipment or work, whether known or unknown to the Owner, shall be considered to be defective, and shall be removed and replaced, or made satisfactory to the Owner at no cost to the Owner.

X.E Permits, Licenses, Taxes and Regulations

A. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

B. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract under Paragraph VIIJ, Changes in the Work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation. See definitions in Terms and Conditions.

X.F Protection of Work, Persons and Property

A. The Contractor shall continuously maintain adequate protection of all the Contractor's work from damage and shall protect all property from injury or loss arising in connection with the Contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. The Contactor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. The Contractor shall provide reasonable maintenance of traffic ways for the public, and preservation of the continuation of the Owner's business, taking into full consideration all local conditions. The Contractor shall comply with the Florida Dept. of Commerce Safety Regulations and any local safety regulations.

B. In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the Owner may, after forty-eight (48) hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any monies due or which may become due to the Contractor under this Contract.

X.G Scope of the Contractor's Service

A. The Contractor shall continuously maintain adequate protection of all the Contractor's work from damage and shall protect all property from injury or loss arising in connection with the Contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. The Contactor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. The Contractor shall provide reasonable maintenance of traffic ways for the public, and preservation of the continuation of the Owner's business, taking into full consideration all local conditions. The

Contractor shall comply with the Florida Dept. of Commerce Safety Regulations and any local safety regulations.

B. In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the Owner may, after forty-eight (48) hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any monies due or which may become due to the Contractor under this Contract.

X.H Responsibility for the Work

Prior to the completion of the work by the Contractor and the acceptance thereof by the Owner and/or final recommendation of the Engineer, the work shall remain at the risk of the Contractor and said Contractor shall be required to repair, replace, renew and make good at his own expense all damages caused by force or violence of the elements or any cause whatsoever provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned in the said paragraph.

X.I 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 him, 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.

X.J Removal of Equipment

In the case of annulment of this Contract before completion, from any cause, except that stated in Contractor's Right to Terminate, the Contractor, if notified to do so by the Owner, shall promptly remove any part of all of his equipment and supplies at the expense of the Contractor.

X.K Contractors and Subcontractors

A. Contractors and all subcontractors shall maintain financial records and reports relating to funds paid to any parties for work on the matters which are the subject of this project and submit reports to the Division of Economic Development, State of Florida, or the Owner.

B. Contractors and all subcontractors shall maintain books, records, documents and other evidence according to generally accepted accounting principles, procedures and practices which sufficiently and properly reflects all costs of any nature expended in the performance of the contract, and retain said copies for a period of three (3) years after termination of the contract.

C. All subcontracts shall include the aforementioned audit and record keeping requirements.

XI. VENDOR REQUIREMENTS

XI.A Business Name and Address*

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

*Response required

XI.B Employer Identification Number*

Please provide the Employer Identification Number

*Response required

XI.C Solicitation Document Review*

The bidder hereby represents that it has carefully examined the drawings and the Contract, including all Contract Documents, and shall execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications and drawings. The bidder, by and through the submission of his bid, agrees that he has examined and that he shall be held responsible for having heretofore examined the site, the location and route of all proposed work and for having been satisfied as to the character of the route, the location, surface and underground obstruction, the nature of the ground water conditions, and all other physical characteristics of the work, in order that the Contractor may include the prices within the bid, all costs pertaining to the work and hereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructs which shall be encountered in doing the proposed work.

☐ Please confirm
*Response required

XI.D Bid Bond*

Each bid shall be accompanied by a certified cashier's check, or bid bond, in the amount of ten (10%) percent of the total bid price, payable to City of New Smyrna Beach, as a guarantee that the bidder, if its bid is accepted, will promptly execute the Agreement. The bidder shall guarantee the total bid price for a period of 60 days from the date of the bid opening.

Please scan and upload a copy of your bid bond/cashier's check. Bidder must also MAIL bid guarantee with a postmarked date no later than Monday, May 2, 2022 addressed to:

The City of New Smyrna Beach, Florida
Janet Vivian
210 Sams Avenue
New Smyrna Beach, FL 32168

Please have the Bidder Name, Contract Title ("Elevation of three (3) Flood-Prone Homes"), and Contract Number ("02-22-ENG") listed clearly on the outside of the envelope.

☐ Please confirm
*Response required

XI.E Contract Execution, Payment Bond, and Performance Bond*

The Contract shall be executed by the successful bidder and shall be returned, together with the Payment Bond, Performance Bond and Certificate(s) of Insurance to the City of New Smyrna Beach so that it is received within **fourteen (14) working days** after the bidder has received the Contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm
*Response required

XI.F Drug-Free Workplace Certification*

A. The below Firm certifies that it will or will continue to provide a drug-free workplace by:

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

2. Establishing an on-going drug-free awareness program to inform employees about:

a. The dangers of drug abuse in the workplace.

b. The employer's policy of maintaining a drug-free workplace.

c. Any available drug counseling, rehabilitation, and employee assistance programs, and

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:

a. Abide by the terms of the statement; and

b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

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

6. Taking one of the following actions, within thirty (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 Firm, I hereby certify that the Firm will comply with the above certifications.

☐ Please confirm
*Response required

XI.G Drug-Free Workplace Certification Site Information*

The Firm may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

Place of performance (street address, city, county, state, zip code)

If there are workplaces on file that are not identified here, please type "On File".

*Response required

XI.H References*

Provide the business names, and data requested below for a minimum of three (3) references for which the firm has provided services described in this bid within the last ten (10) years. Include contracted services with governmental agencies. It is our intent to contact these references during the evaluation process.

Name of Reference
Address
Point of Contact
Telephone Number
Email Address
Description of Services Provided
Dates of Services

*Response required

XI.I Non-Collusion Affidavit*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Non-Collusion Affidavit.pdf

*Response required

XI.J Conflict of Interest - Vendor Acknowledgment*

PROJECT NUMBER: 02-22-ENG - Elevation of three (3) Flood-Prone Homes

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

XI.K Statements*

Please select one of the following statements.

☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.
☐ The entity submitting a response to this solicitation shall be required to submit that information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

*Response required

XI.L Potential Conflict of Interest

Please upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project here.

XI.M Required City Forms - Non-Notarized*

*Response required

XI.N Required City Forms - Notarized*

*Response required

XI.O References*

Please upload one documentation listing three (3) references for recent elevation work completed within the last ten (10) years (provide client name, client address, phone number, e-mail address, address of elevated structure).

*Response required

XI.P Litigation history*

Please upload a summary of civil or criminal litigation history over the last three (3) years. Include a complete disclosure of any alleged or significant litigation involving failure to meet contractual obligations or unsatisfactory performance.

*Response required

PUBLIC RECORDS

All material submitted regarding this RFQ becomes the property of the City. RFQ documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this RFQ 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.

VENDOR INFORMATION

BID #:	
BID TITLE:	

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

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

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

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

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

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,

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:

Conflict of Interest Disclosure Form

PROJECT (RFQ, RFP, ITN) NUMBER: _____

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, directs, 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 check one of the following statements and attach necessary documents if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Legal Name of Respondent _____

Authorized Signature _____

Name (print or type) _____

Title _____

DRUG-FREE WORKPLACE CERTIFICATION

A. The below Firm certifies that it will or will continue to provide a drug-free workplace by:

(a) 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.

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace.
(2) The employer's policy of maintaining a drug-free workplace.
(3) Any available drug counseling, rehabilitation, and employee assistance programs, and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) 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);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the Employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Consultants of convicted 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.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted.

(1) 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

(2) 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.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Firm may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Place of performance (street address, city, county, state, zip code)

_____

_____

_____

Check [ ] if there are workplaces on file that are not identified here.

As a duly authorized representative of the Firm, I hereby certify that the Firm will comply with the above certifications.

_____
Firm Name

_____
Printed Name and Title of Authorized Representative

_____
Signature

_____
Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

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

PROPOSER'S CERTIFICATION

I have carefully examined the Solicitation, Overview, Background of the City, Scope of Services, General Terms and Conditions, Format of Submission, and any other documents accompanying or made a part of this Solicitation.

I hereby propose to furnish the services specified in the Solicitation at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to Sixty Days (60) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business: _____

Sworn to and subscribed before me by:

_____ This ____ day of _____, 20___
Signature:

_____ _____
Name & Title, Typed or Printed Signature of Notary

_____ Notary Public, State of _____
Mailing Address

_____ Personally Known – OR- Produced
City, State, Zip Code Identification _____

Telephone Number _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____, 2021.

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

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this ____ day of _ _ _ _ _ _, 2022, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and _____ Inc. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **ITB 02-22-ENG, Elevation of 3 Flood-Prone Homes.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 02-22-ENG, Elevation of 3 Flood-Prone Homes
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$_____

Spelled out: _____

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

Contractor's Initials: _____

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Final Completion within Four Hundred Three (403) days.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **FIVE HUNDRED DOLLARS ($500)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid
- Construction Specifications
- Drawings
- Addendums
- Awarded Bid Proposal
- Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon execution of this agreement. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Contractor's Initials: _____

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VII: Severability

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

ARTICLE VIII: Force Majeure

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

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

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

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE VIIII: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

Contractor's Initials: _____

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

CITY OF NEW SMYRNA BEACH

_____

Russ Owen, Mayor

Dated: _____

Approved as to form and correctness;

_____

Carrie Avallone, City Attorney

Dated: _____

Purchasing Initials _____

WITNESSES:

CONTRACTOR

_____

By: _____

_____

Dated: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2022 under Agenda Item No._____.

DRAFT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called **Surety,** are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called the **OWNER,** in the penal sum of _____

_____ Dollars, ($_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the _____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK

to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)

which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By: _____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness as to Surety

By: _____
Attorney-in-Fact

_____
(Address)

_____
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If the CONTRACTOR is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

FEMA

NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

AND

INSTRUCTIONS

2019 EDITION

OMB No. 1660-0008
Expiration Date: November 30, 2022

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

ELEVATION CERTIFICATE AND INSTRUCTIONS

Paperwork Reduction Act Notice

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20742, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

Privacy Act Statement

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or the applicant may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

Purpose of the Elevation Certificate

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

The Elevation Certificate is required in order to properly rate Post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), located in flood insurance Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. The Elevation Certificate is not required for Pre-FIRM buildings unless the building is being rated under the optional Post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request. A LOMA or LOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 package, whichever is appropriate.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

Additional guidance can be found in FEMA Publication 467-1, Floodplain Management Bulletin: Elevation Certificate, available on FEMA's website at https://www.fema.gov/media-library/assets/documents/3539?id=1727.

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB No. 1660-0008
Expiration Date: November 30, 2022

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1–9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION	FOR INSURANCE COMPANY USE
A1. Building Owner's Name	Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.	Company NAIC Number:
City / State / ZIP Code	

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) _____

A5. Latitude/Longitude: Lat. _____ Long. _____ Horizontal Datum: ☐ NAD 1927 ☐ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number _____

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s) _____ sq ft

b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____

c) Total net area of flood openings in A8.b _____ sq in

d) Engineered flood openings? ☐ Yes ☐ No

A9. For a building with an attached garage:

a) Square footage of attached garage _____ sq ft

b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____

c) Total net area of flood openings in A9.b _____ sq in

d) Engineered flood openings? ☐ Yes ☐ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:
☐ FIS Profile ☐ FIRM ☐ Community Determined ☐ Other/Source: _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☐ No
Designation Date: _____ ☐ CBRS ☐ OPA

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.	FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.	Policy Number:
City State ZIP Code	Company NAIC Number

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: _____ Vertical Datum: _____

Indicate elevation datum used for the elevations in items a) through h) below.

☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

Datum used for building elevations must be the same as that used for the BFE.

		Check the measurement used.
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	_____	☐ feet ☐ meters
b) Top of the next higher floor	_____	☐ feet ☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____	☐ feet ☐ meters
d) Attached garage (top of slab)	_____	☐ feet ☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	_____	☐ feet ☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	_____	☐ feet ☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	_____	☐ feet ☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	_____	☐ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☐ No ☐ Check here if attachments.

Certifier's Name	License Number	Place Seal Here
Title		
Company Name		
Address		
City State ZIP Code		
Signature	Date Telephone	Ext.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.	FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.	Policy Number:
City State ZIP Code	Company NAIC Number

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B,and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments.

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.	FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.	Policy Number:
City State ZIP Code	Company NAIC Number

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate of Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ ☐ feet ☐ meters Datum _____

G10. Community's design flood elevation: _____ ☐ feet ☐ meters Datum _____

Local Official's Name	Title
Community Name	Telephone
Signature	Date

Comments (including type of equipment and location, per C2(e), if applicable)

☐ Check here if attachments.

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

Photo One

Photo One

Photo One Caption

Clear Photo One

Photo Two

Photo Two

Photo Two Caption

Clear Photo Two

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

Continuation Page

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Photo Three

Photo Three

Photo Three Caption

Clear Photo Three

Photo Four

Photo Four

Photo Four Caption

Clear Photo Four

CONTRACTOR'S DBE PLAN

(Submit this form and attach one DBE Letter of Intent Form for each DBE subcontractor, supplier or manufacturer.)

Project Name/Location: Taxiway C Rehabilitation, New Smyrna Beach Municipal Airport

FAA AIP Project No: _____

Total Awarded Contract Amount: $ _____

Name of Bidder's Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Printed name of signer: _____

Printed title of signer: _____

DBE UTILIZATION SUMMARY

	DBE Contract Amount	DBE Value	Contract %
DBE Prime Contractor	$_____ x 1.00 =	$_____	_____ %
DBE Subcontractors	$_____ x 1.00 =	$_____	_____ %
DBE Suppliers	$_____ x 0.60 =	$_____	_____ %
DBE Manufacturers	$_____ x 1.00 =	$_____	_____ %
* Total Proposed DBE Participation		$_____	_____ %
Established DBE Goal		$_____	_____ %

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

Affirmation:

The undersigned hereby assures that the information included herein is true and correct, and that the DBE firm(s) listed on the attached DBE Letter of Intent Forms have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this plan may be made without prior approval from the Civil Rights Staff of the Federal Aviation Administration.

By: _____

(Signature of Bidder's representative) (Title)

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor_____, of the Sub-recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of New Smyrna Beach
Sub-Recipient's Name

H0616
DEM Contract Number

4337-374-R
FEMA Project Number

DISADVANTAGED BUSINESS ENTERPRISE DBE PARTICIPATION SUMMARY

(Submit one form for each DBE Firm.)

Contractor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Firm DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Contact Person Name: _____ Phone: _____

DBE Certification Agency: _____ Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

DBE Commitments/Awards -Breakdown By Ethnicity & Gender

- ☐ Black American
- ☐ Hispanic American
- ☐ Native American
- ☐ here) Subcont. Asian American
- ☐ Asian-Pacific American
- ☐ Non-Minority Women
- ☐ Other (i.e. not of any group listed

Classification:

- ☐ Prime Contractor
- ☐ Manufacturer
- ☐ Subcontractor
- ☐ Supplier
- ☐ Joint Venture

Work items performed by DBE	Description	Quantity	Amount Paid to DBE

The Contractor utilized the above-named DBE Firm for the work items described above. The actual participation is as follows:

Total amount paid to DBE Firm: $ _____

Percent of Contractor's total contract: _____ %

Affirmation:

The above-named DBE Firm affirms that it has performed the work items described above and has been paid the amount stated above.

By: _____

(Signature) *(Title)*

DBE LETTER OF INTENT FORM

(Submit one form for each DBE subcontractor, supplier or manufacturer.)

Project Name/Location: Taxiway C Rehabilitation, New Smyrna Beach Municipal Airport

FAA AIP Project No: _____

Name of Bidder's Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone: _____

Certifying Agency: _____ Expiration Date: _____

(DBE firm shall submit evidence, such as a photocopy, of their certification status)

Classification: (circle one) Prime Contractor Subcontractor Joint Venture Manufacturer Supplier

SUMMARY OF WORK ITEMS

Work Item(s)	Description of Work Item	Estimated Quantity	Total Value

The bidder is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $_____.

Affirmation:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____

(Signature of DBE firm's representative) (Title)

If the bidder does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix 11(1); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 1f any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

The Contractor or subcontractor,_____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor/Subcontractor's Authorized Official

_____

Name and Title of Contractor/Subcontractor's Authorized Official

_____

Date

FEMA'S ARCHAEOLOGICAL MONITORING REQUIREMENT

The Contractor shall provide a full-time on-site Secretary of the Interior (SOI) Qualified **Archaeologist** to monitor all construction activities, preferably one with osteological experience and the ability to identify human skeletal material. The archaeological monitor will have full stop authority if anything of archaeological or historic concern is encountered. The archaeological monitor will be on site during all construction activities for the course of the entire project and a final report will be submitted to the Florida SHPO and FEMA upon completion of the proposed work. Verification and a copy of the report shall be provided at grant close-out. FEMA will review the report and conduct any additional consultations as needed.

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The City shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The City of New Smyrna Beach's contractor shall provide immediate notice of such discoveries to the City. The City shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

ARCHEOLOGY AND HISTORIC PRESERVATION:
Secretary of the Interior's Standards and Guidelines

Professional qualification standards (minimum education and experience):
The following requirements are those used by the National Park Service and have been previously published in the Code of Federal Regulations, 36 CFR Part 61. The qualifications define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historic properties involved. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

History
The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or

2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Archeology
The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management;
2. At least four months of supervised field and analytic experience in general North American archeology, and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Architectural History
The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history, or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following:

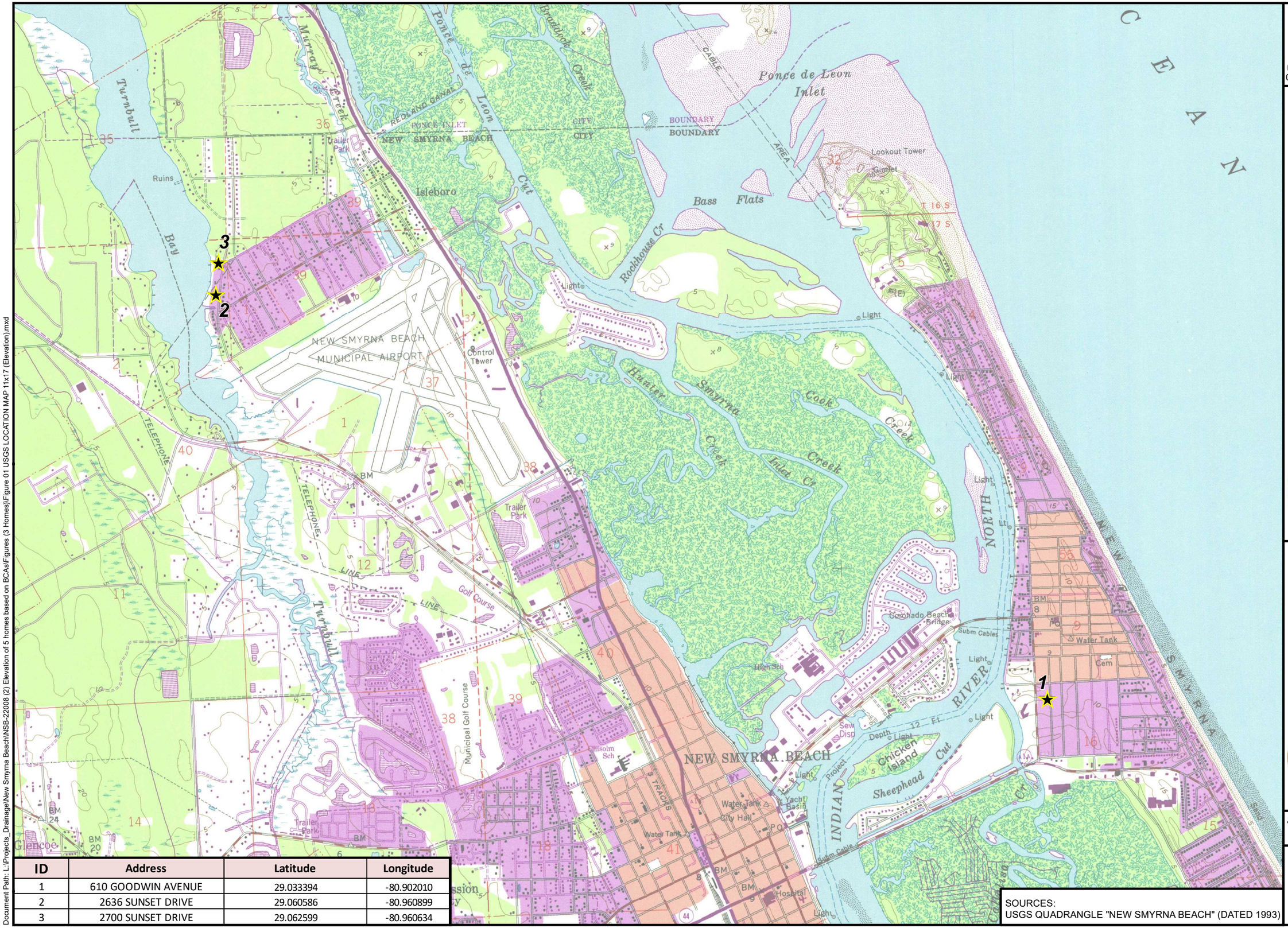
1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture
The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a State license to practice architecture.

Historic Architecture
The minimum professional qualifications in historic architecture are a professional degree in architecture or a State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects.

Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects. Access: http://www.nps.gov/history/local-law/arch_stnds_9.htm.



ID	Address	Latitude	Longitude
1	610 GOODWIN AVENUE	29.033394	-80.902010
2	2636 SUNSET DRIVE	29.060586	-80.960899
3	2700 SUNSET DRIVE	29.062599	-80.960634

SOURCES:
USGS QUADRANGLE "NEW SMYRNA BEACH" (DATED 1993)

SCALE: 1" = 2,000'
0 2,000

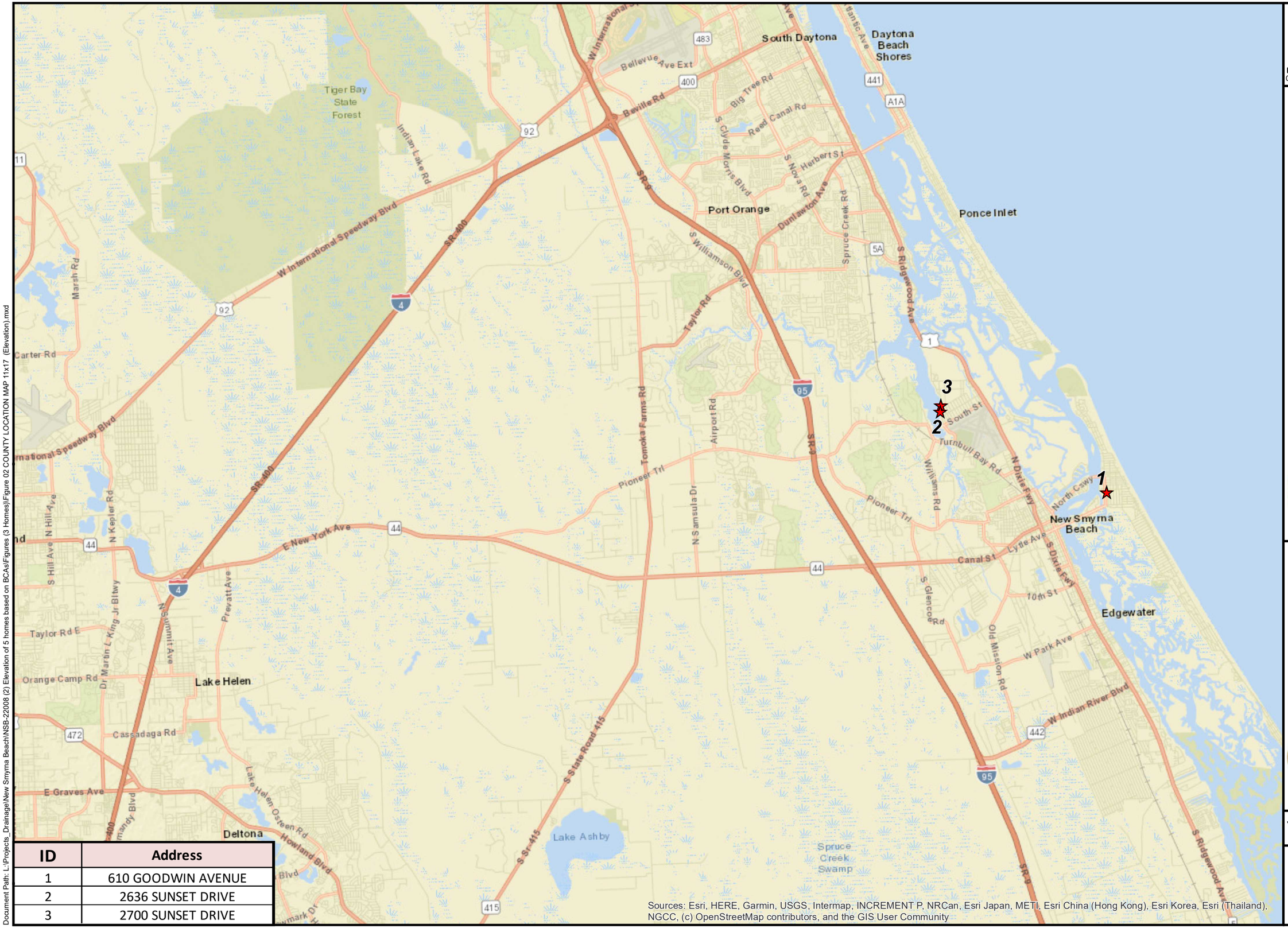
USGS LOCATION MAP
HMGP APPLICATION for the ELEVATION OF 3 FLOOD-PRONE HOMES
NEW SMYRNA BEACH, FLORIDA

Pegasus ENGINEERING
301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: NSB-22008(2)
DATE: OCTOBER 2021

FIGURE
1
228

Document Path: L:\Projects_Drainage\New Smyrna Beach\NSB-22008 (2) Elevation of 5 homes based on BCAs\Figures (3 Homes)\Figure 01 USGS LOCATION MAP 11x17 (Elevation).mxd



ID	Address
1	610 GOODWIN AVENUE
2	2636 SUNSET DRIVE
3	2700 SUNSET DRIVE

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

SCALE: 1" = 10,000'

0 10,000

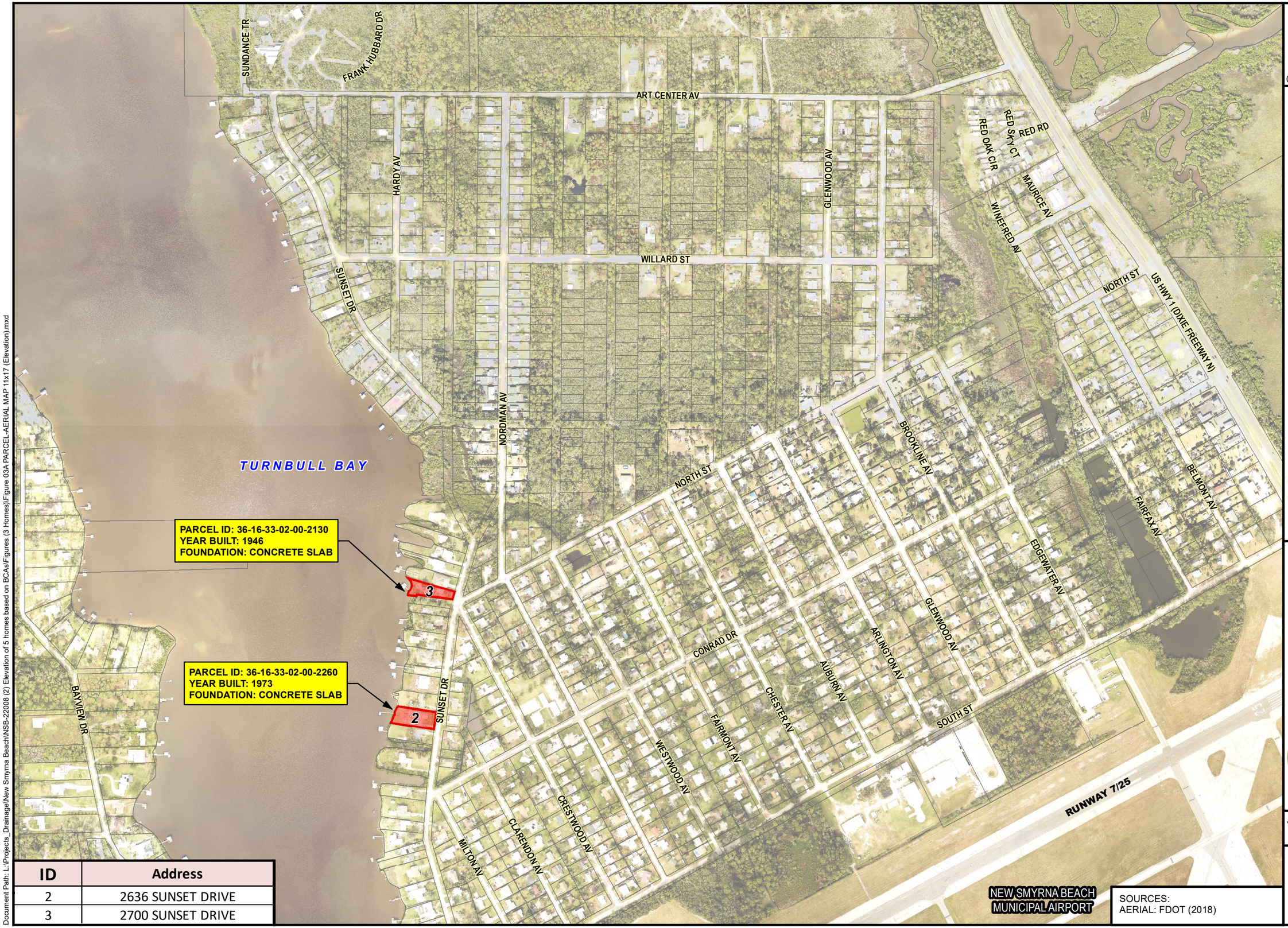
COUNTY LOCATION MAP
HMGP APPLICATION for the ELEVATION OF 3 FLOOD-PRONE HOMES
NEW SMYRNA BEACH, FLORIDA

Pegasus ENGINEERING
301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: NSB-22008(2)
DATE: OCTOBER 2021

FIGURE
2

Document Path: L:\Projects_Drainage\New Smyrna Beach\NSB-22008 (2) Elevation of 5 homes based on BCAs\Figures (3 Homes)\Figure 02 COUNTY LOCATION MAP 11x17 (Elevation).mxd



ID	Address
2	2636 SUNSET DRIVE
3	2700 SUNSET DRIVE

SOURCES:
AERIAL: FDOT (2018)

SCALE: 1" = 500'
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PARCEL / AERIAL MAP
HMGP APPLICATION for the ELEVATION OF 3 FLOOD-PRONE HOMES
NEW SMYRNA BEACH, FLORIDA

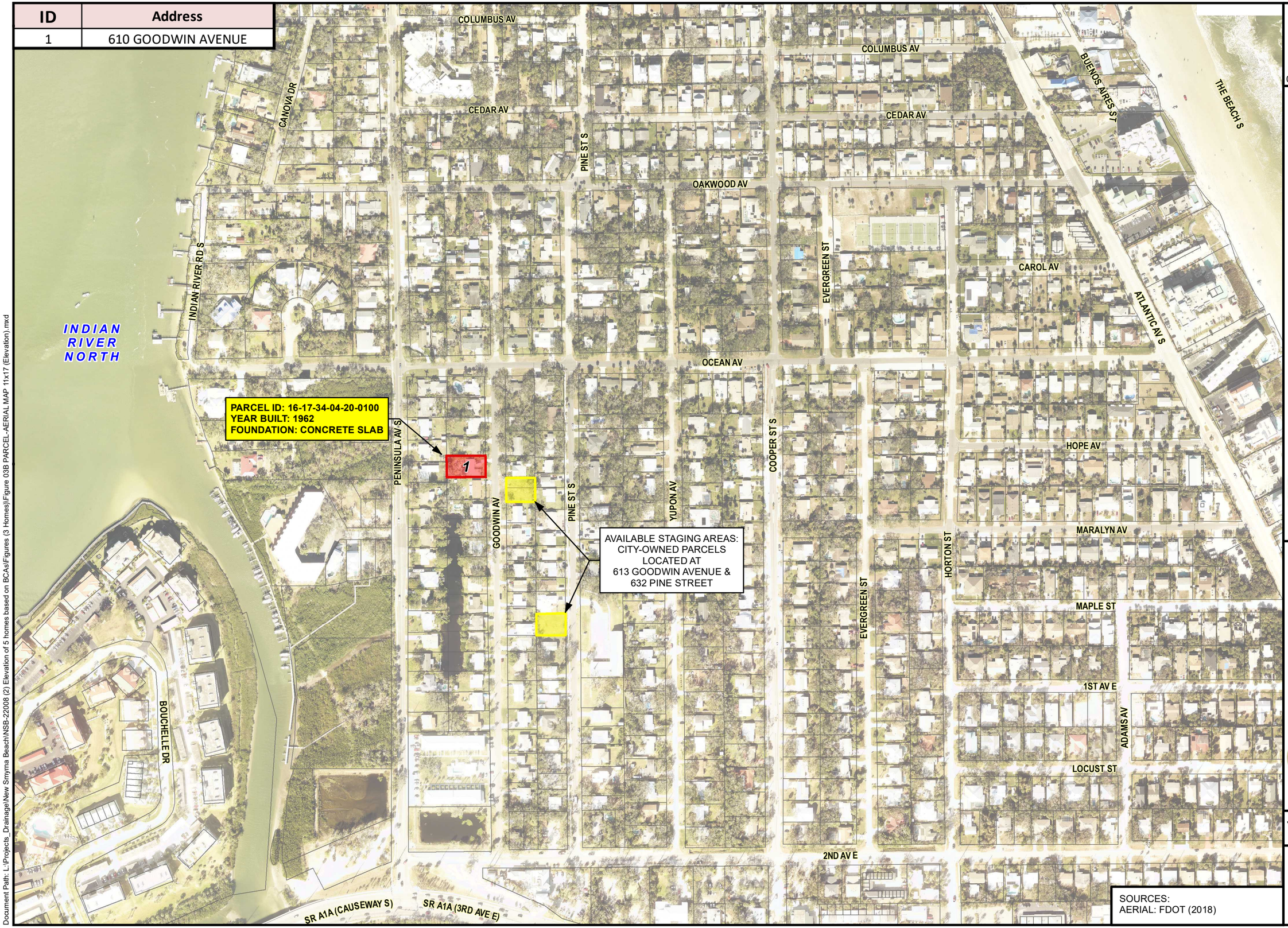
Pegasus ENGINEERING
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TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: NSB-22008(2)
DATE: OCTOBER 2021

FIGURE
3A
230

Document Path: L:\Projects_Drainage\New Smyrna Beach\NSB-22008 (2) Elevation of 5 homes based on BCAs\Figures (3 Homes)\Figure 03A PARCEL-AERIAL MAP 11x17 (Elevation).mxd

ID	Address
1	610 GOODWIN AVENUE



SCALE: 1" = 300'

0 300

PARCEL / AERIAL MAP
HMGP APPLICATION for the ELEVATION OF 3 FLOOD-PRONE HOMES NEW SMYRNA BEACH, FLORIDA

Pegasus ENGINEERING
301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: NSB-22008(2)
DATE: OCTOBER 2021

FIGURE

3B

SOURCES:
AERIAL: FDOT (2018)

Document Path: L:\Projects_Drainage\New Smyrna Beach\NSB-22008 (2) Elevation of 5 homes based on BCAs\Figures (3 Homes)\Figure 03B PARCEL-AERIAL MAP 11x17 (Elevation).mxd

610 Goodwin Avenue, New Smyrna Beach, Florida 32169





610 Goodwin Avenue, New Smyrna Beach, Florida 32169





610 Goodwin Avenue, New Smyrna Beach, Florida 32169





610 Goodwin Avenue, New Smyrna Beach, Florida 32169



2636 Sunset Drive, New Smyrna Beach, Florida 32168





2636 Sunset Drive, New Smyrna Beach, Florida 32168





2636 Sunset Drive, New Smyrna Beach, Florida 32168





2636 Sunset Drive, New Smyrna Beach, Florida 32168





2700 Sunset Drive, New Smyrna Beach, Florida 32168





2700 Sunset Drive, New Smyrna Beach, Florida 32168





2700 Sunset Drive, New Smyrna Beach, Florida 32168





2700 Sunset Drive, New Smyrna Beach, Florida 32168





BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ ,

(hereinafter called Principal) and _____
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of_____, with its principal offices in the City of _____, authorized to do business in the State of Florida, in the full and just sum of _____ Dollars ($_____), good and lawful money of the United State of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the _____, Florida, a bid for the construction of _____in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof, execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20_____.

_____
Principal

By_____

_____
Surety

ATTEST: By _____

_____
(SEAL)

Elevation of 3 Flood-Prone Homes

Questions & Answers

1. **Will the homeowners have a part in the selection process?**

   No. The City will award the entire project to one contractor as stated in the bid document, based on the lowest responsive/responsible contractor's bid.

2. **My firm is a minority owned firm, but doesn't have any certification. Will the City accept that?**

   No. Firms must provide their Florida Certification as verification of their claim. Here are the requirements from the Florida Department of Management Services: Below are the minimum eligibility requirements* necessary to become a woman-, veteran- or minority-owned Florida Certified Business Enterprise (CBE). If you meet these requirements, please submit the required supporting documentation to the Office of Supplier Diversity for review. Your business must meet the following eligibility requirements: Be legally registered to do business in Florida as a for-profit organization (registration through the Department of State). Be based in Florida. Be owned and managed by a resident(s) of Florida. Be 51 percent owned and managed by a woman, veteran, or minority who is a U.S. citizen or permanent resident alien. Be engaged in commercial transactions (currently doing business). Be registered in MyFloridaMarketPlace. Have a net worth of less than $5 million. Have 200 or fewer full-time permanent employees. Have a professional license, if required by the industry, in the name of the woman, veteran, or minority business owner.

3. **Is there a percentage of advantage for being a Florida Certified Business Enterprise (CBE)?**

   No, CBE contractors do not have any percentage advantage over non-CBE firms.

4. **Since these project costs will likely be considered substantial improvement, are there any specific City regulations that will need to be included with the project? For example, will a chain wall need to be constructed to properly direct drainage?**

   The project will not trigger special City regulations beyond what has been disclosed in the Invitation to Bid. Proper drainage will need to be provided to ensure no impacts to neighboring properties. Means and methods will be determined by each bidder.

5. **Will the homeowners have a part in the selection process?**

   No. The City will award the entire project to one contractor as stated in the bid document, based on the lowest responsive/responsible contractor's bid.

6. **My firm is a minority owned firm, but doesn't have any certification. Will the City accept that?**

   No. Firms must provide their Florida Certification as verification of their claim. Here are the requirements from the Florida Department of Management Services: Below are the minimum eligibility requirements* necessary to become a woman-, veteran- or minority-owned Florida Certified Business Enterprise (CBE). If you meet these requirements, please submit the required supporting documentation to the Office of Supplier Diversity for review. Your business must meet

the following eligibility requirements: Be legally registered to do business in Florida as a for-profit organization (registration through the Department of State). Be based in Florida. Be owned and managed by a resident(s) of Florida. Be 51 percent owned and managed by a woman, veteran, or minority who is a U.S. citizen or permanent resident alien. Be engaged in commercial transactions (currently doing business). Be registered in MyFloridaMarketPlace. Have a net worth of less than $5 million. Have 200 or fewer full-time permanent employees. Have a professional license, if required by the industry, in the name of the woman, veteran, or minority business owner.

7. Have any of the properties received a substantial damage determination that would trigger an Increase Cost of Compliance (ICC) determination?

None of the homes have received a substantial damage determination. ICC is not applicable to these homes.

8. Stucco work to match old houses?

There is no local code that requires stucco walls. They are not permissible by the FEMA grant for purely aesthetic reasons. The only exterior treatment will be to paint the new foundation to match the color palette of the home.

9. Irrigation systems? Landscaping?

Irrigation systems to be impacted by the project will need to be relocated appropriately. All three homes have irrigation systems.

Impacted landscaping shall be restored to pre-construction conditions. Additional landscaping for ornamentation beyond what existed on the site prior to construction is not allowed.

10. Install all windows and doors in new foundation and who provides type of windows and doors?

For homes with garages, the only expected new window will be located on the exterior wall to replace the garage door opening. Per local code, the requirement will be to meet the 140 mph wind impact threshold. Refer to FBC R 609.2, 301.2.1.2. No other new windows or doors are envisioned to be replaced. As far as the new foundation, other than the opening required to park vehicles under the elevated garage, doors and windows will not be allowed with the exception of the required flood vents.

11. AC stand mounted on house?

Air conditioning units must remain above the base flood elevation and be protected against sea level rise (this means elevating the ac units as high as the home, 8 ft or 10 ft, as specified). The ac units will be required to be elevated and placed on decks with pilings/pedestals or mounted on the house (in accordance with the City-approved engineering drawings. Florida Code is not specific on means and methods. Both methods (mount to building or standalone pedestal) will be acceptable.

12. Can all foundations be open? Do they have to be closed in?

All foundation shall have approved engineering and meet the provisions of FBC R 322.2.3, and chapter 4. While stem wall is not an acceptable option due to the associated higher costs, pile and pier and column are all acceptable choices. City Code does not dictate type of foundation used. For the piling option, the foundations shall remain open.

13. Do we have to show all lights and outlets in the plans for permit in the new garage areas and old garage areas?

Yes, all required lights and electrical receptacle outlets shall be depicted on the engineering drawings. For required receptacle locations see FBC R 3901.9. For required light locations see FBC R 3903.3 & 3901.4. Include lights and inlets, lights and outlets for the non-air conditioned elevated garage area and the new first level parking area.

14. Our firm would not elevate the homes with the same method(s) listed in the bid document. Can we bid on the way we would elevate them?

Yes, the City will welcome a second alternate method to safely and successfully elevate the structures. Make sure to add notes to the comment section of the Statement of Values entry form specifically stating a second alternative method.

15. If there is any damage realized as a result of preexisting conditions (i.e. the current foundation is not level), then is the contractor responsible for these damages?

Yes. If the structure has pre-existing conditions that are worsen by the elevation project, the contractor will be responsible for the additional damages caused by the elevation work.

16. Are there relocation monies set aside for the owners during the project? Considering these projects are high lifts, does the City have an expectation for how long the owners will be out of the structure and will the monies be able to cover this cost?

An allowance for temporary living expenses has been approved by FEMA and will not be the responsibility of the contractor to include those costs in the bids. The homeowners are expecting to be out of their homes for a maximum of 6 months.

17. If a structure needs to be slab-separated, then will change orders be allowed?

It is envisioned that the concrete slabs will be able to be successfully elevated. Since the FEMA grant has a fixed budget, the City discourages unnecessary change orders. In the unlikely event that the structure needs to be separated from the slab, the contractor will be required to provide a full written justification for the requested change order, which will need to be submitted to FEMA for consideration.

18. According to the ITB documentation, a period of one (1) year from written final acceptance is the expected warranty timeframe. Does this warranty include landscaping (plants survival), pavers (levelness potentially subjected to shrink and swell), and pool decks?

Yes, the warranty timeframe will include the landscaping, pavers, and pool decks. Note that the warranty will be required for a period of two (2) years in lieu of 1 year, as originally stated in Section 12 of the ITB (refer to “12. Warranty and Guarantee Provisions”).

19. Some concrete slabs may be 4” or less. Due to the low bid approach, the final cost will not be known until the engineer specifies what needs to be done. Will change orders be allowable in these types of instances?

Since the FEMA grant has a fixed budget, the City discourages unnecessary change orders. However, they will be allowed by the City under special circumstances. The selected contractor will be encouraged to communicate with the City as soon as such a special circumstance arises.

In the specific case of the concrete slabs, concrete slab scanning has been performed to confirm the existence and location of any reinforced steel or wire mesh with the slabs (refer to the slab scanning report). The need for concrete slab reinforcement will be accounted for in the bid alternate.

20. If a home is part slab and part pier and beam, is it expected that this home be slab-separated so that the new sub-floor is built at the same height as the pier and beam section? Or is it expected to elevate the home as is maintain the dual floor levels so that the pier and beam section finished floor elevation (FFE) is higher than the proposed FFE requirement?

The minimum finish floor elevation (FFE) for both sections shall be elevated a minimum of 8 feet above grade. The home can be elevated to maintain the dual floor levels.

21. Will the program pay for their pool pumps to run during the project? And is it expected that the temporary power pole will supply the electricity?

It is anticipated that each home will have a temporary power pole in order to supply limited electricity to operate a dehumidifier. For the two homes that have swimming pools (610 Goodwin Avenue and 2700 Sunset Drive), the temporary pole will also provide minimum electricity to the pool pump.

22. In our experience, the homeowner is typically responsible to pay for any code upgrades since this condition is preexisting and not caused by the elevation work. Who is responsible for code upgrades?

The local building code will not require code upgrades to the homes to be elevated. Therefore, no additional code upgrades are expected.

23. Since the City requires existing overhead electric service to be converted to underground electric service for each house, there will be labor and material cost for UCNSB's work to pull new conductors. The typical cost for a 2/0 conductor less than 100 feet should be assumed to cost $1,000.00 per house according to the ITB documentation. We understand that the contractor will be required to install the conduit from the pole to the meter base and include that pricing in their submission. Will the City pay the electrician directly the expected $1,000 for the new conductor or is that cost to be included in the bid? If the cost comes in over $1,000, then is that an eligible change order?

Please include the expected $1,000 cost for electrical services in the bid. If the cost comes in higher, the contractor will be required to submit proper documentation as justification to any cost overage in the form of a change order request.

24. As these homes move from overhead electric to underground, should the contractor include patching, painting, and fixing the roof as part of retrofitting the electric and making the meter accessible to the power company?

Yes. Contractor work shall include proper repairs to disconnect the existing electrical service line and to relocate the meter for access by the power company.

25. If a carport and/or porch area is currently constructed of concrete that cannot be safely elevated, then would a wood porch/deck be built? Would the new wooden deck still be screened-in?

There is a single home with carport (600 Goodwin Avenue) where the main structure was originally designed having the roofline extending over the carport. For bidding purposes, the contractor shall assume that the entire slab, including the carport, will be elevated and the carport area will be screened-in. However, if the structural engineer determines that the slab for the carport cannot be safely elevated, FEMA will be contacted for approval of a screened-in wood porch/deck.

26. Is termite treatment an eligible item? Do the homeowners need to prove they have a current termite contract to ensure that treatment is an eligible item?

Termite treatment is not an eligible cost item by the FEMA grant. If these services are required, early coordination with the homeowner will be needed to have the treatment completed and paid for prior to the elevation work. The contractor is not responsible for this cost.

27. Have you been able to list the various permit costs?

The elevation project will require a temporary electrical permit and a building permit for each home. A current building permit fee schedule has been attached.

28. Are concrete slabs required under the newly elevated structures?

No. Concrete slabs will not be required under the newly elevated structures. However, level stabilized material/structural reinforcement of the slabs will be required in cases where wire mesh is found in the slabs (as opposed to reinforced steel). Refer to the "Slab Scanning Reports" for findings associated with the three homes to be elevated.

29. Who specifies which two (2) entrances receive landings and stairs (there would likely be different sized landings depending on the door type door (sliding glass doors vs. single doors)?

For all three homes, the front door will receive a landing and stairs in addition to the platform lift for access. Regarding the rear of the homes: a) if the rear has a single door or a sliding glass door/French door, it will serve as a second entrance point with a landing and stairs; b) if the rear has a single door and a sliding glass door/French door, the single door will serve as the second entrance point with a landing and stairs; c) for homes with doors on the sides of the home, these entrances will not be provided decks or stairs. For the existing openings of each home, refer to the photographs provided as part of the ITB.

30. Is blocking off the doors to be included in the bid? Do they need to be closed in (framed, sheetrock, and exterior finish)? Or just bolted shut? What happens if the door that's abandoned is constructed of glass and cannot be securely bolted shut (handrails)?

Blocking of the doors will be the responsibility of the contractor. For this bid, doors or sliding glass doors/French doors that will not have a deck and stairwell, shall be securely bolted shut. In the case of glass doors, the contractor shall secure the door by low-cost means and methods to ensure that the door is no longer operational.

32. Is there a proposed schedule for milestones? Or is the general period of performance timeline including monthly percentage complete estimates the only payment driver?

All three homes need to be elevated in 12 months. Work must be substantially completed by March 1, 2023. The contractor may submit monthly pay requests to the City for payment processing.

33. Is pool equipment eligible to be elevated?

No. Pool equipment will not need to be elevated.

34. Do you anticipate the replacement of sidewalks?

The FEMA grant does not include replacement of sidewalks as an approved expense. The City does not anticipate this scenario. However, if the sidewalk is damaged during construction operations, the contractor shall bear the cost of replacing damaged sidewalks.

35. Do you anticipate the replacement of sewer lines all the way to the street?

The City does not anticipate the replacement of sewer laterals; however, if a sewer lateral is damaged during tunneling or excavation work, the contractor shall bear the cost of replacement in kind.

36. Do you anticipate the replacement of water lines all the way to the street?

The City does not anticipate the replacement of water service lines; however, if a water line is damaged during tunneling or excavation work, the contractor shall bear the cost of replacement in kind.

37. Is there any concern regarding low bid law since there are no approved engineering design plans available to review (there are different legitimate approaches to foundation design)?

Since the City is requesting turnkey services for this contract, engineering design services will be included in the bid. It is understood that the contractor will need to make certain assumptions to submit a bid. The City envisions the elevation project to be performed either via stem walls or pilings. However, the contractor can provide a second alternative bid to justify other means and methods to elevate the structures safely and economically.

38. Is the contractor or homeowner responsible for tree-trimming? Is there any City ordinances protecting certain tree types?

If the structure to be elevated is expected to come in contact with an existing tree, trimming services will be the responsibility of the contractor. There is no local code addressing tree trimming.

39. Are there any current setback concerns where a variance would need to be requested in order to elevate the structure?

It is expected that the existing setbacks will largely be maintained. Thus, the pre-existing structure shall be allowed to remain at its current setback location and not require a variance

40. Does the engineer who will prepare design drawings have to be a professional engineer registered in Florida?

Yes, the engineering drawings will need to be produced by a Florida-registered professional engineer.

Concrete Imaging

Date: 10-27-2021 Address: 610 Goodwin AVE New Smyrna Beach, FL

Customer: Pegasus Engineering Tech: Victor Rosales

(GPR) Ground Penetrating Radar was performed at customer request

Objective: Find and mark reinforcement in slab

Machines Used: GSSI Structure Scan Mini XT

Findings: Collected data on slab on grade throughout entire property that includes, 3 bedrooms, closets, 2 bathrooms, laundry room, main entrance, garage, living and dining area. Rebar was found all around home approximately 4" from the surface with a 5-6" slab thickness with a 2' on center placement. Wire mesh was placed in back living area, half of kitchen and garage. Footers rest throughout perimeter of property.

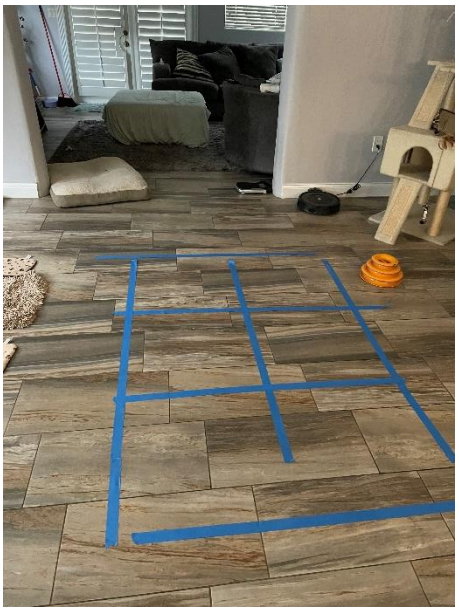
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All readings subject to interpretation of inspector.
Thank you for the opportunity to serve you.
Please feel free to call should you have any questions.
We appreciate your business

Victor Rosales

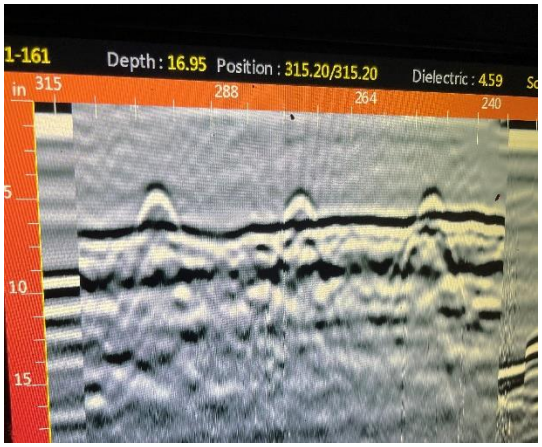
Pro Scan Subsurface imaging
Phone) 1-800-984-0325
(Fax) 1-800-984-0302
Proscanlocating@gmail.com
Main office: 1950 N.E 6th St.
Pompano Beach, FL

Rebar 4” from surface, 2’ on center placement, dining area.

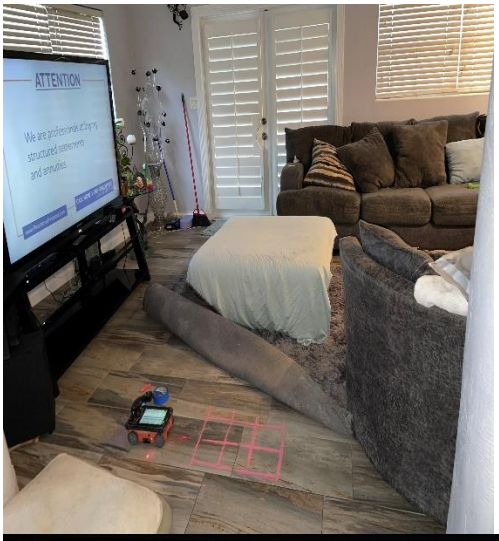




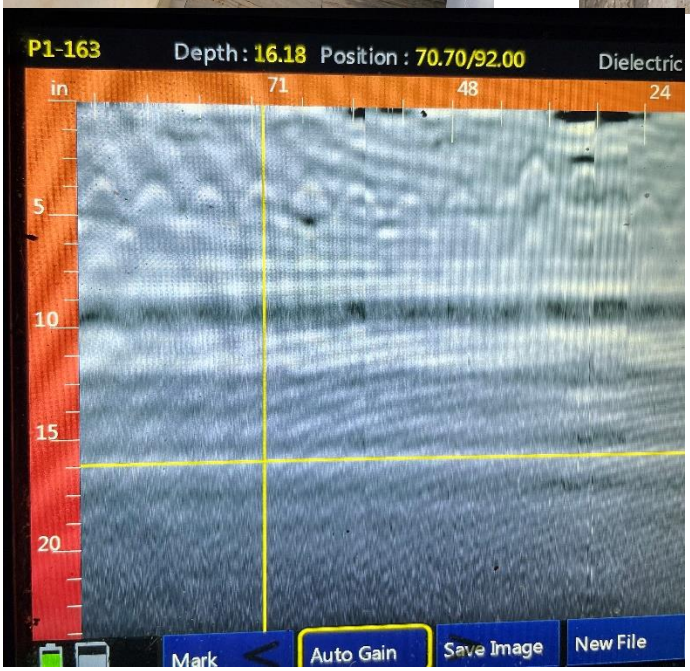




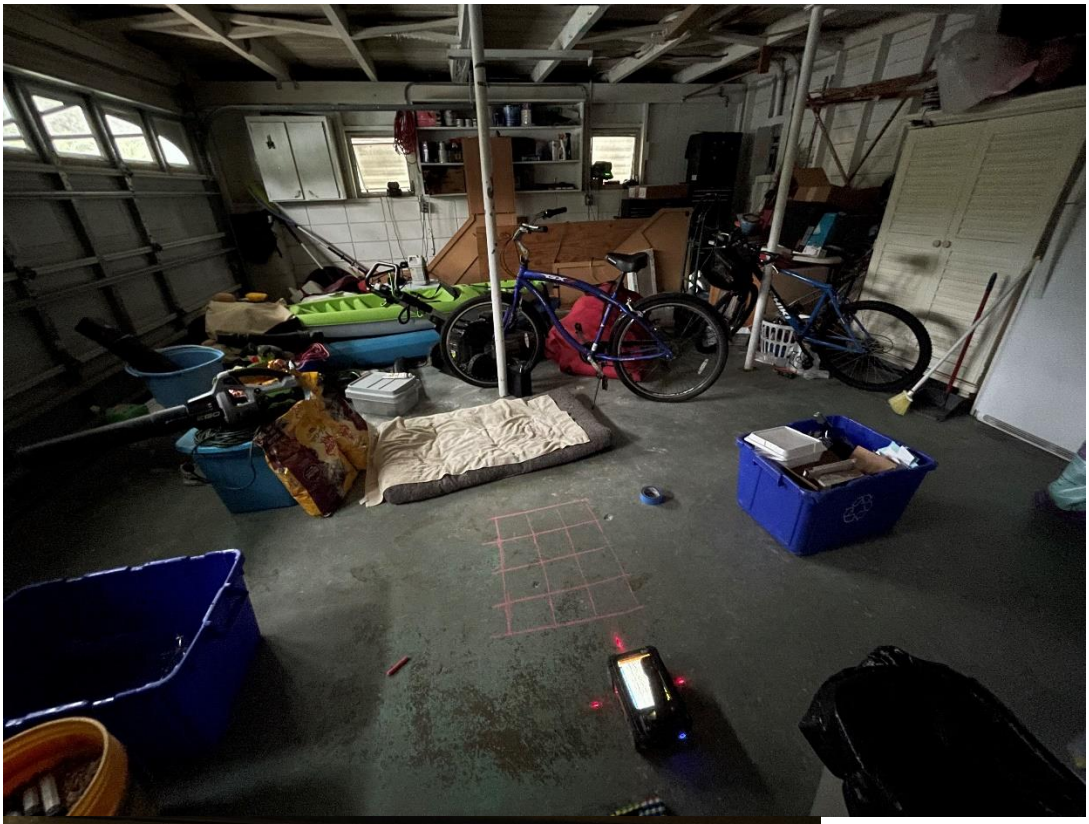
Back living area wire mesh 4” from the surface

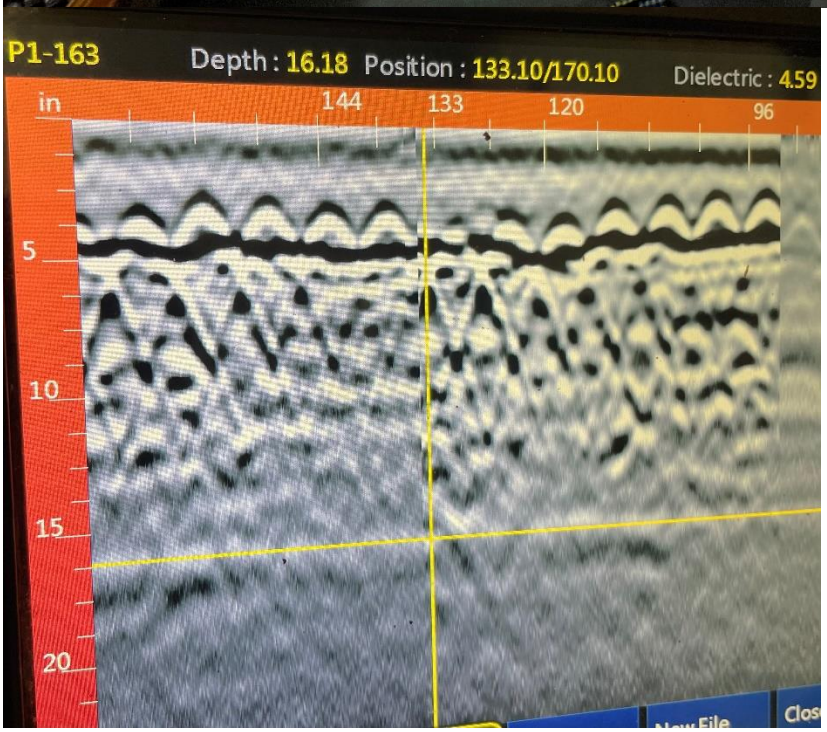






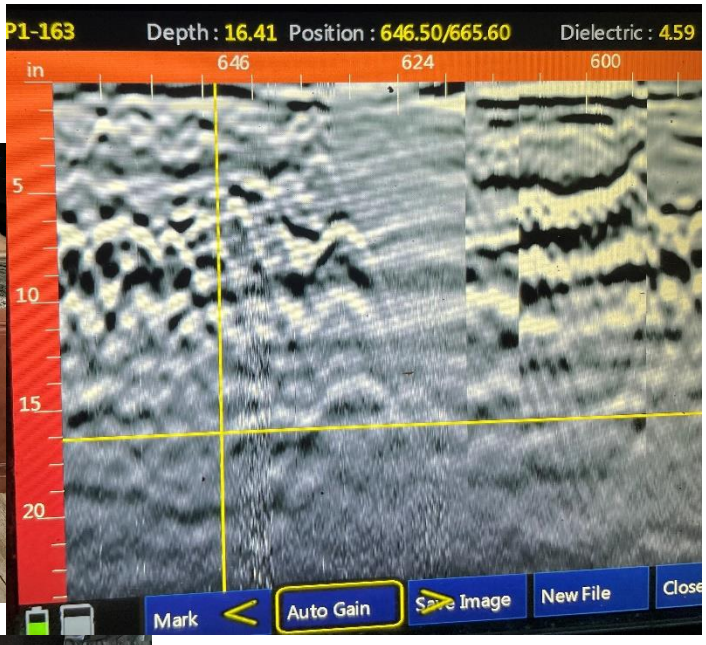
Parking garage wire mesh 4” from the surface

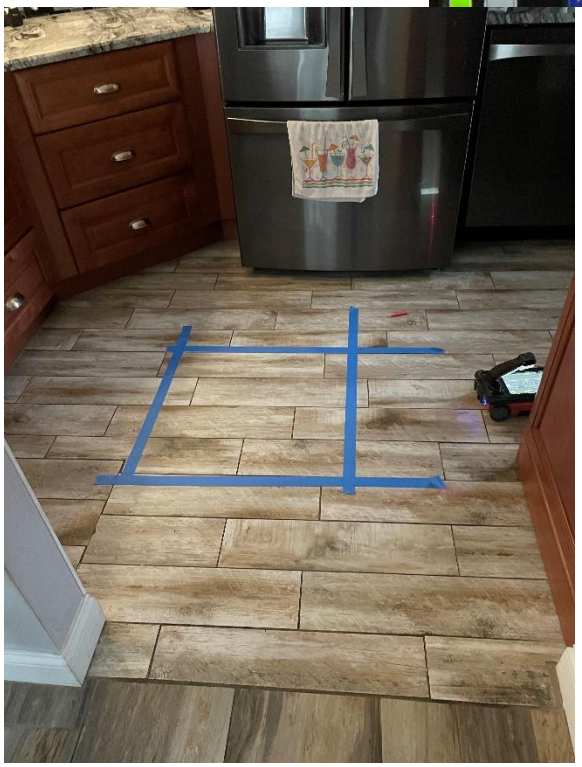


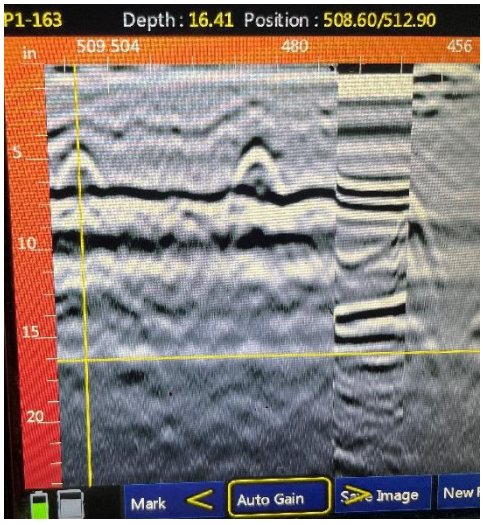


Kitchen half rebar, half wire mesh 4” from the surface



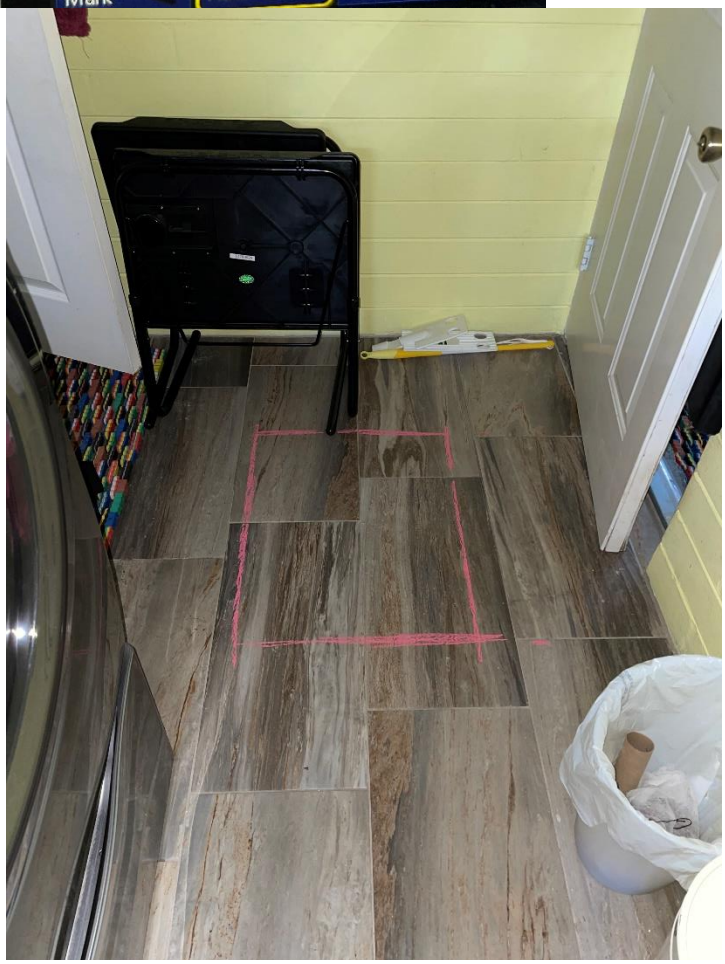




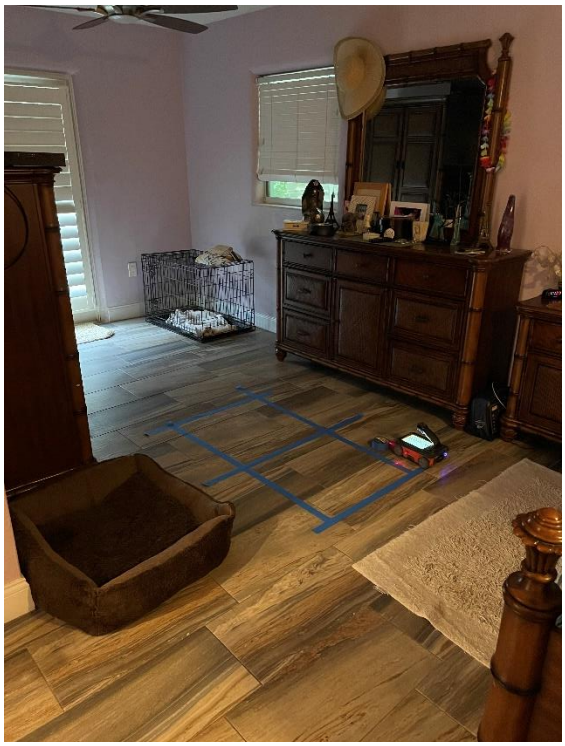


Laundry rebar 3” from the surface

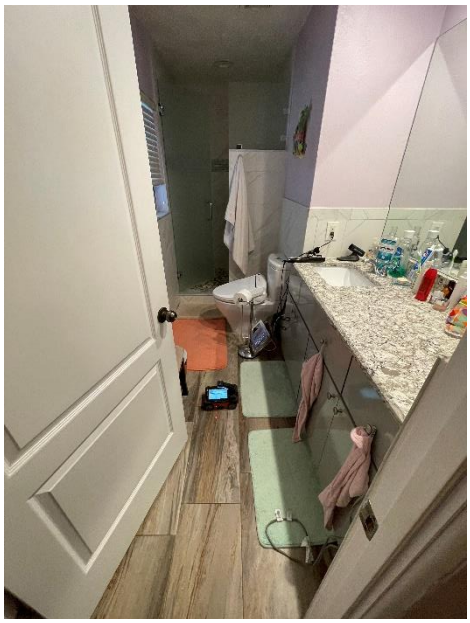


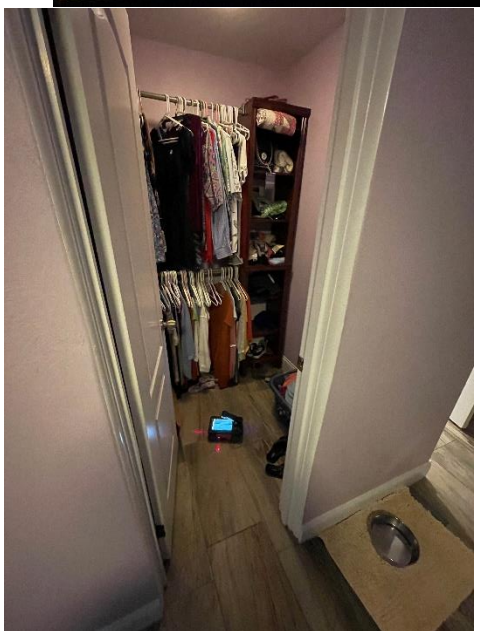


Master bedroom, closet and bathroom rebar 4” from the surface

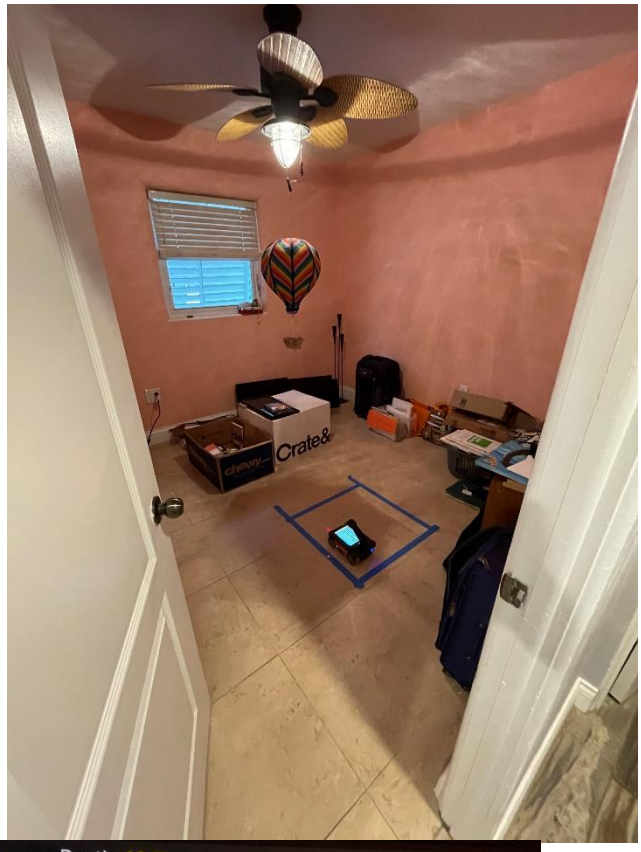


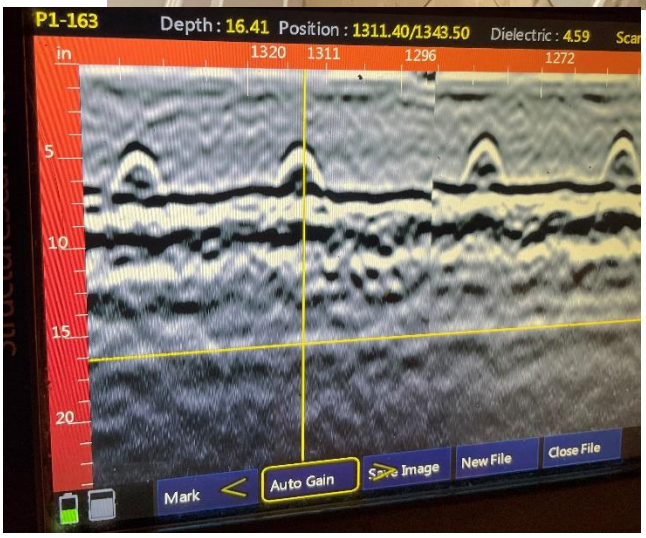




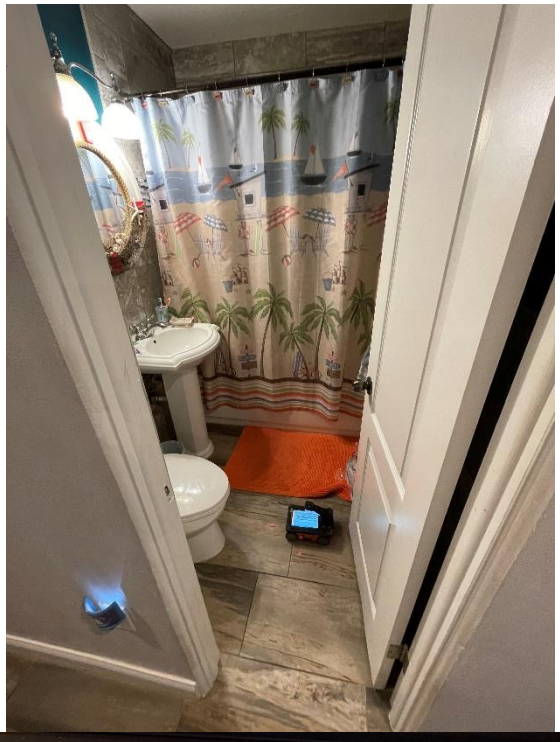


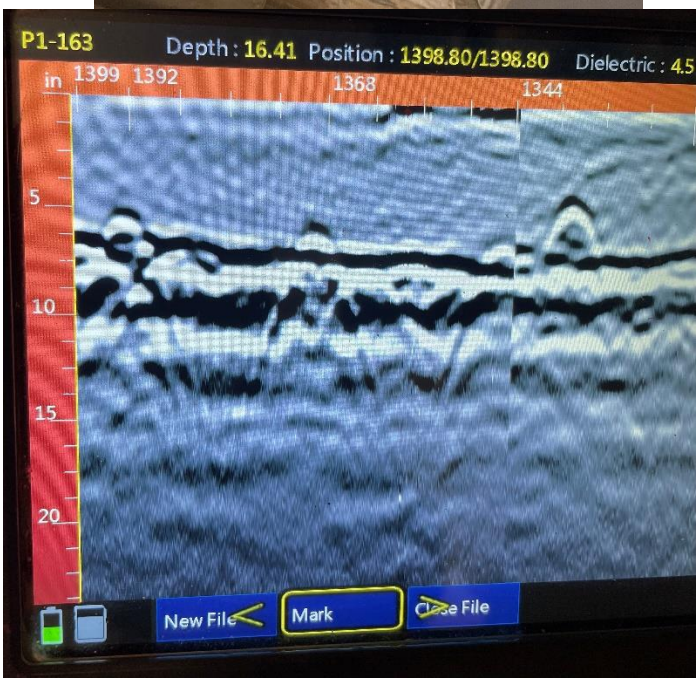
Bedroom #2 rebar 4” from the surface. 2’ on center



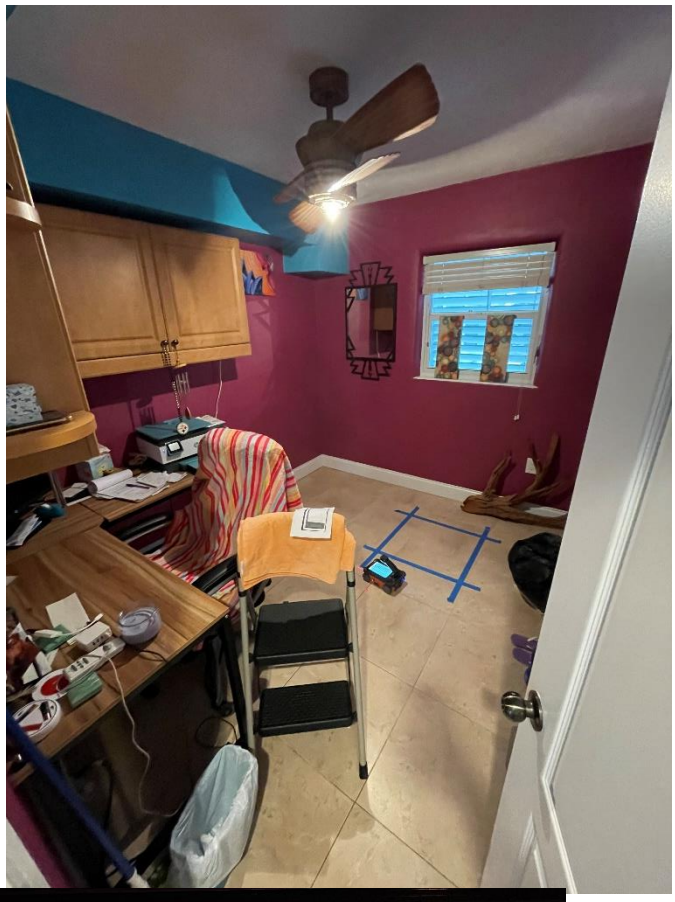


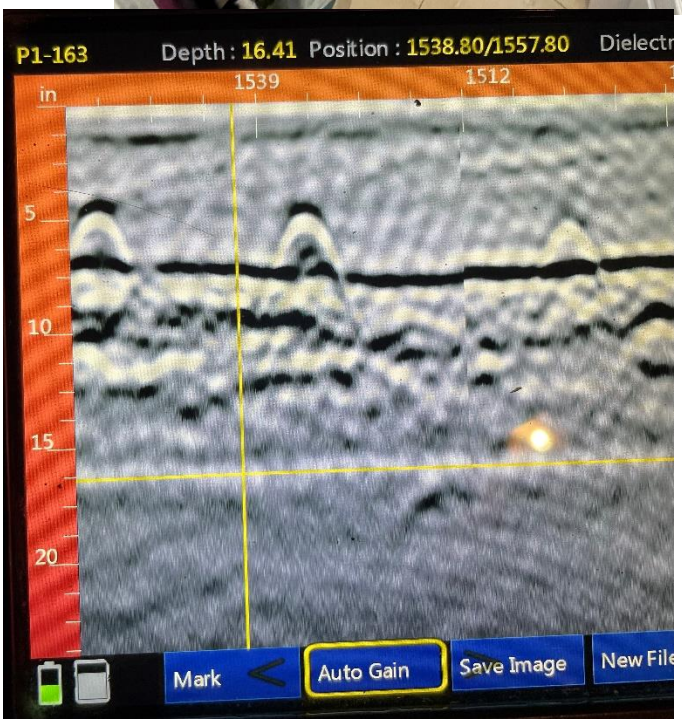
Guest Bathroom rebar 2’ on center, 4” from the surface



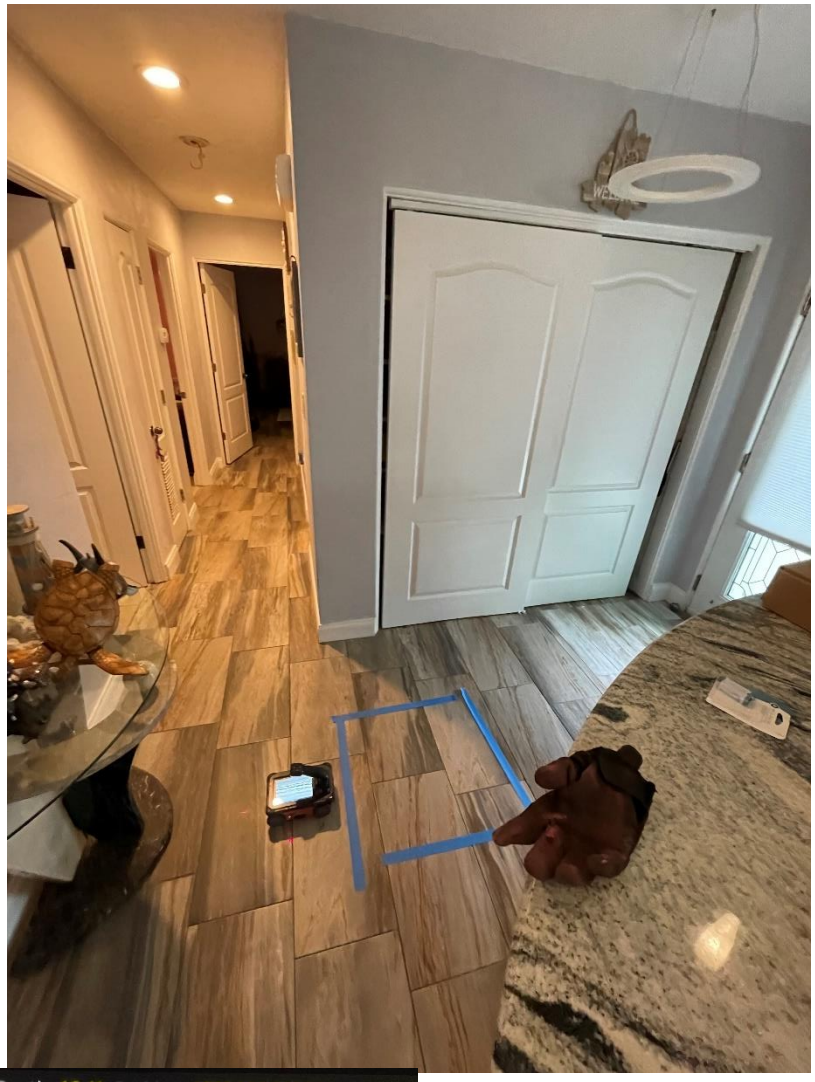


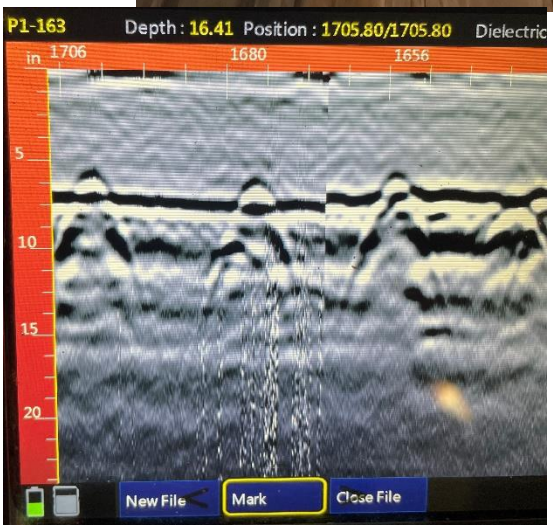
Bedroom #3, rebar 4” from the surface, 2’ on center





Main entrance, rebar 4” from the surface, 2’ on center





Concrete Imaging

Date: 10-27-2021 Address: 2636 Sunset Dr New Smyrna Beach, FL

Customer: Pegasus Engineering Tech: Victor Rosales

(GPR) Ground Penetrating Radar was performed at customer request

Objective: Find and mark reinforcement in slab

Machines Used: GSSI Structure Scan Mini XT

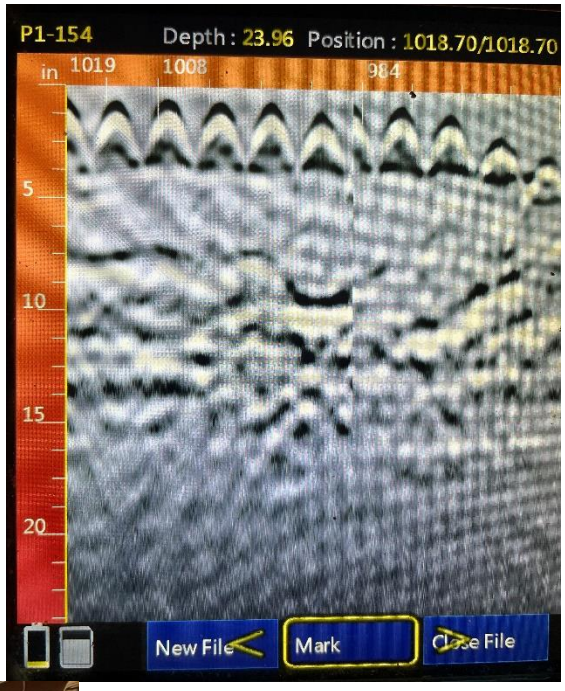
Findings: Collected data on slab on grade throughout entire property that includes, bedrooms, closets, bathrooms, garage, hallways, dining & living areas. Footers were found all around perimeter and 1 down the middle leading towards main entrance. Wire mesh is the reinforcement in the slab, wire mesh placement is 4-5" from the surface all around the house and 1" in the garage, slab is approximately 5-6" in thickness. Outside patio is the only place that has no reinforcement. Blue tape and pink keel crayon were used for markings.

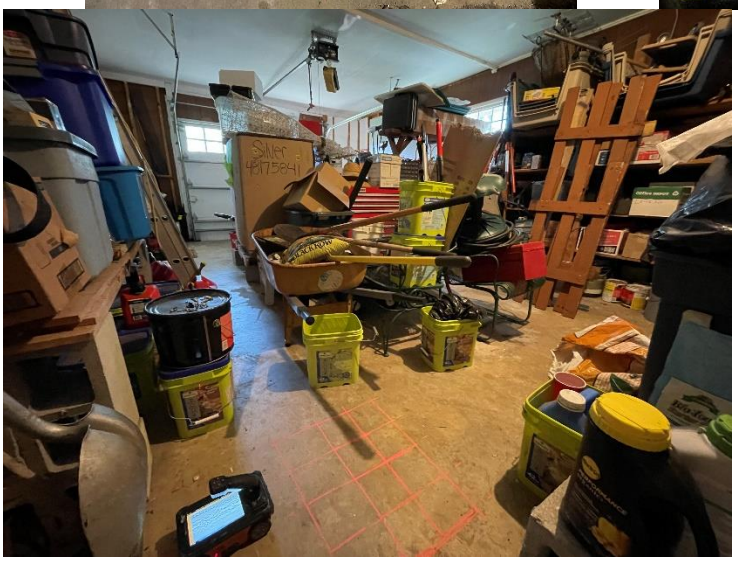
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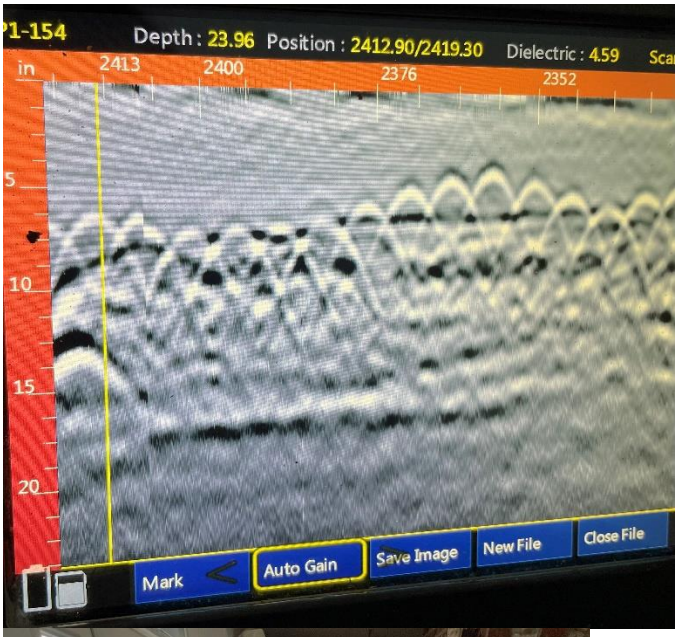
Parking garage wire mesh 1” from the surface





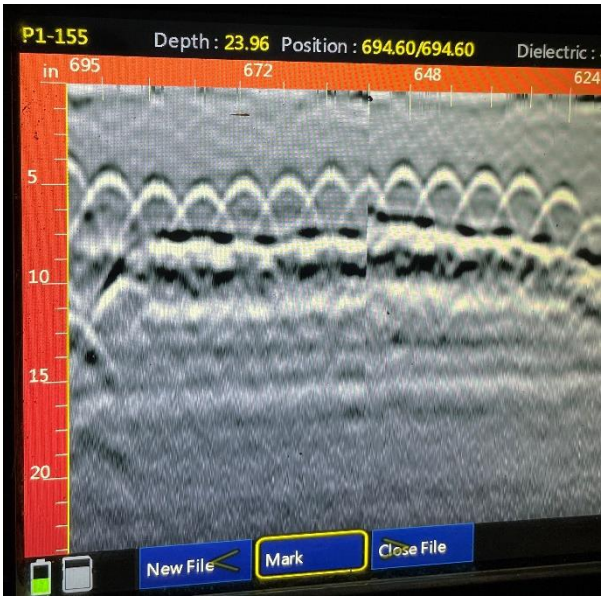


As slab nears end it thickens from 5”-10”. Wire mesh slab



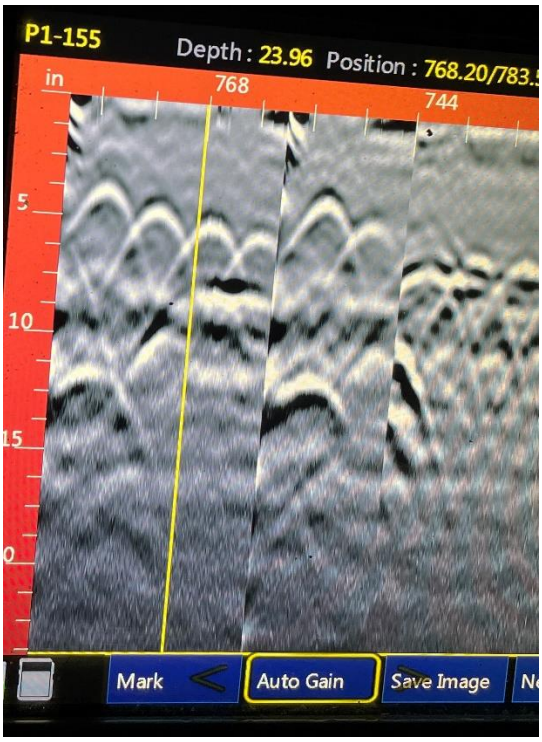


Wire mesh slab. Footer was found as shown in picture below. 6” slab.



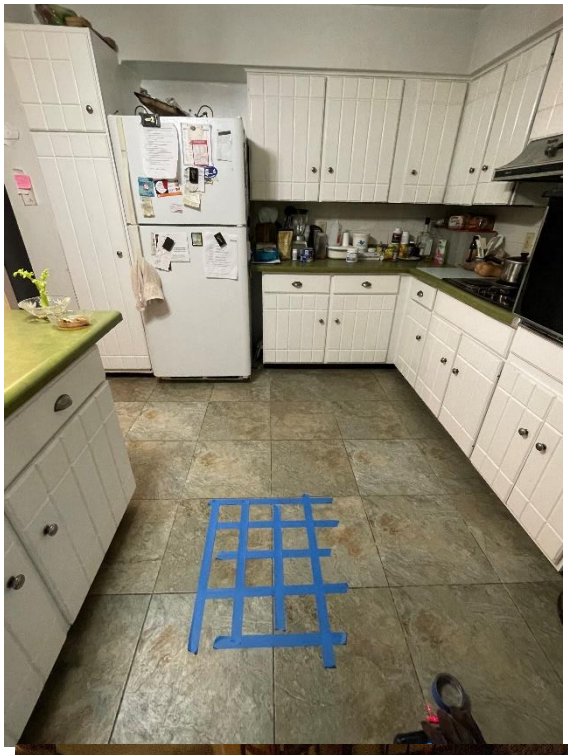


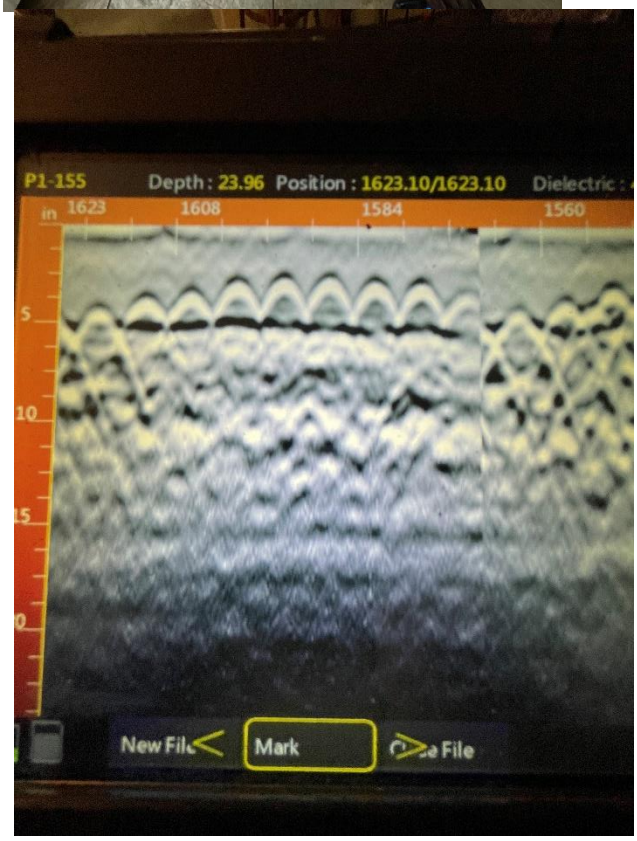
Wire mesh. Dining area





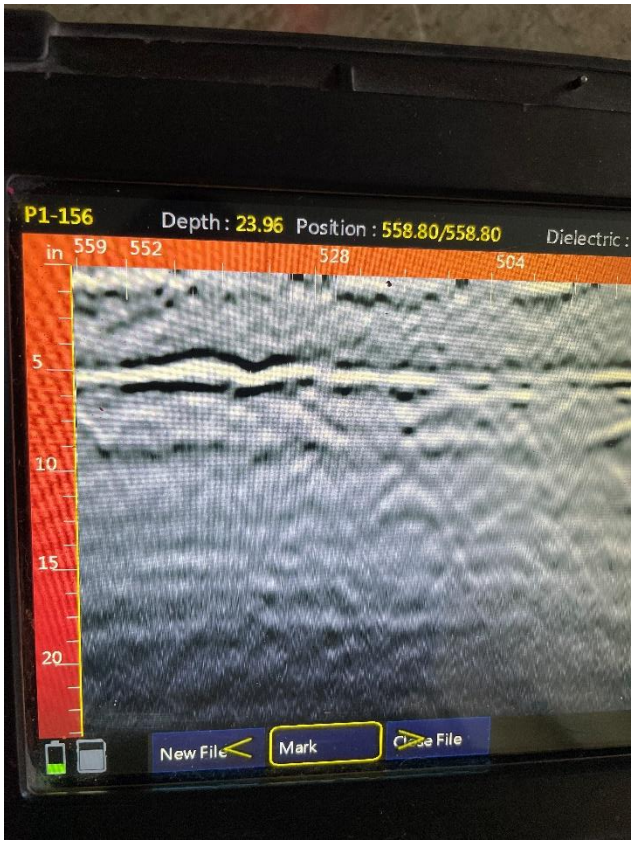
Wire mesh in kitchen & living area 5” slab



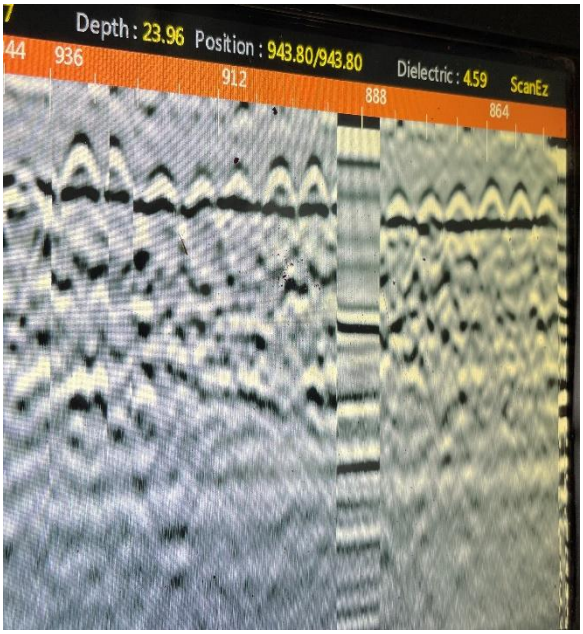


Outside patio is empty of reinforcement

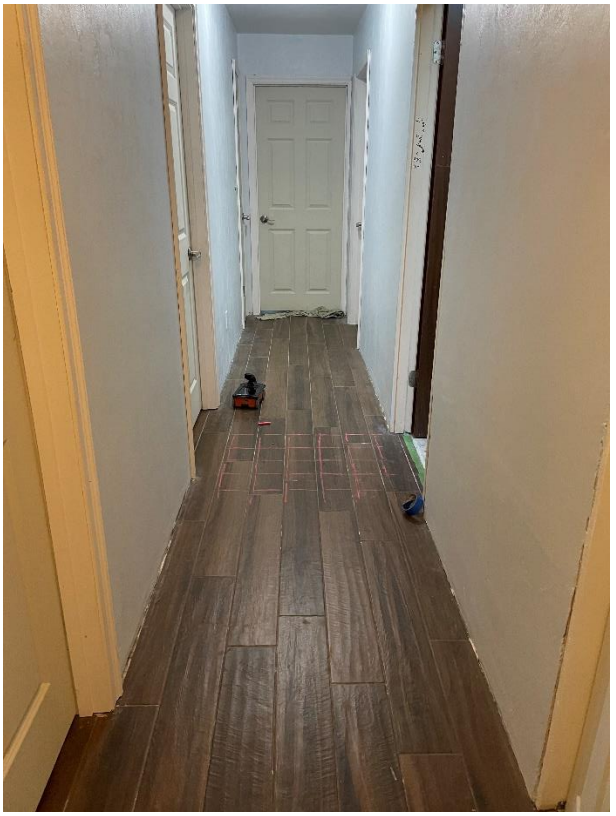




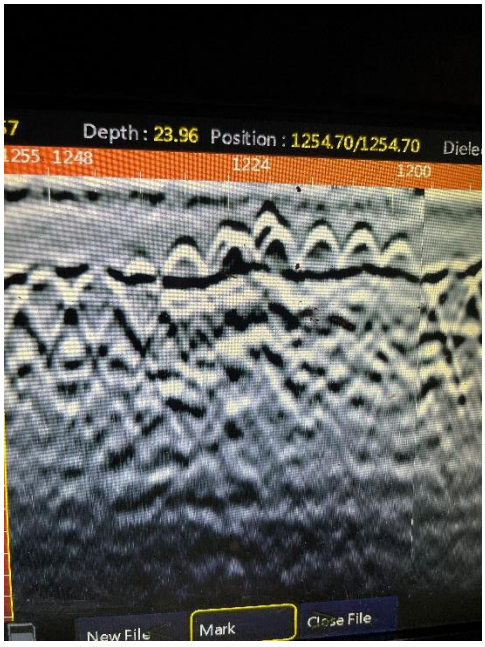
Hallway Wire mesh slab

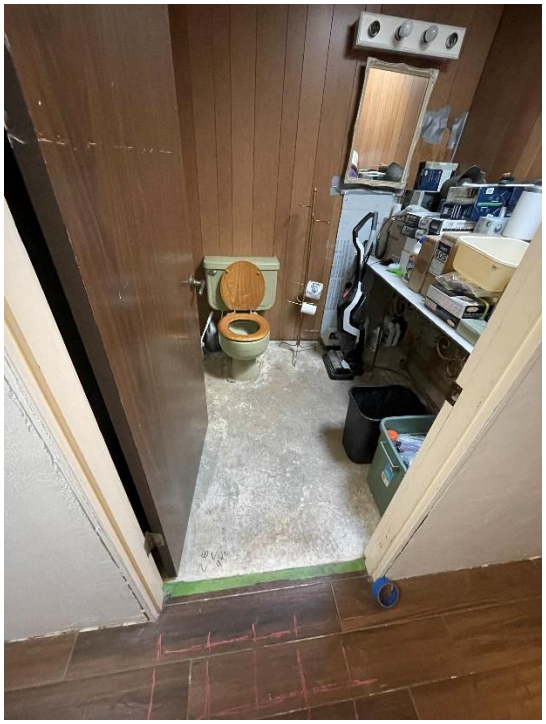






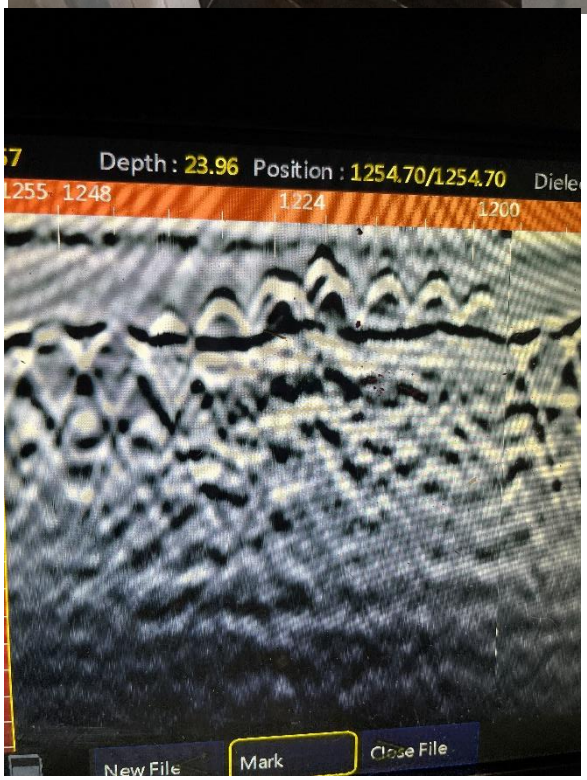
Hallway bathroom wire mesh slab. 5” slab



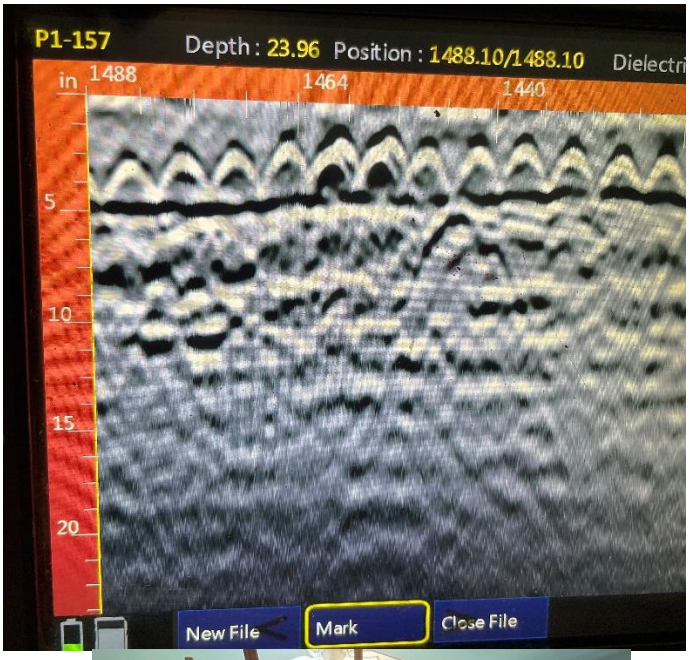


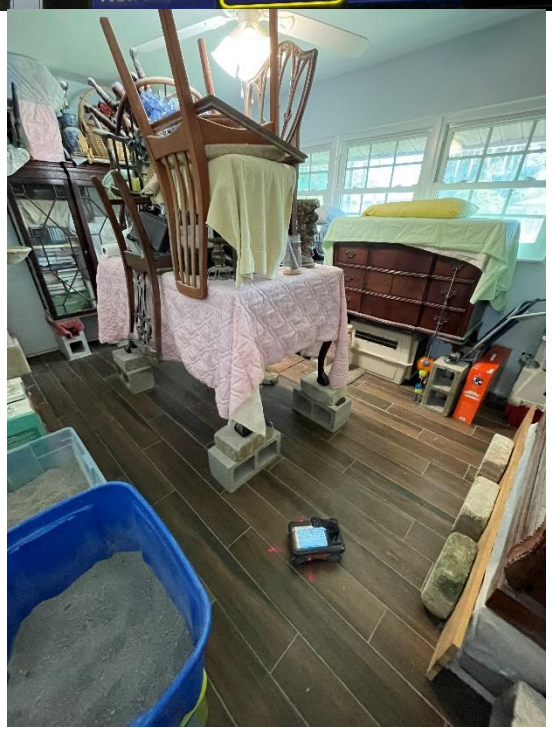
Bedroom #1 with bathroom wire mesh slab



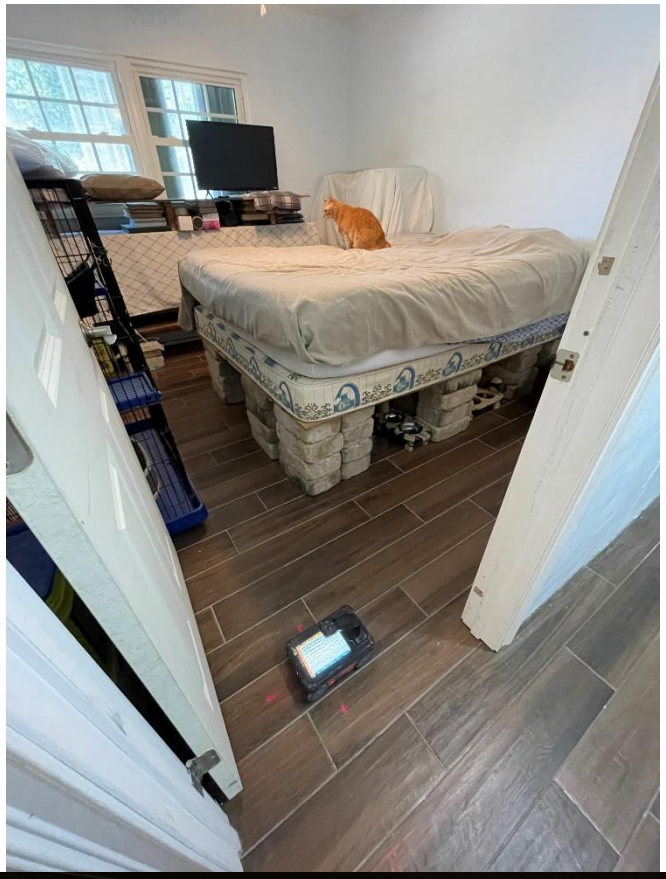


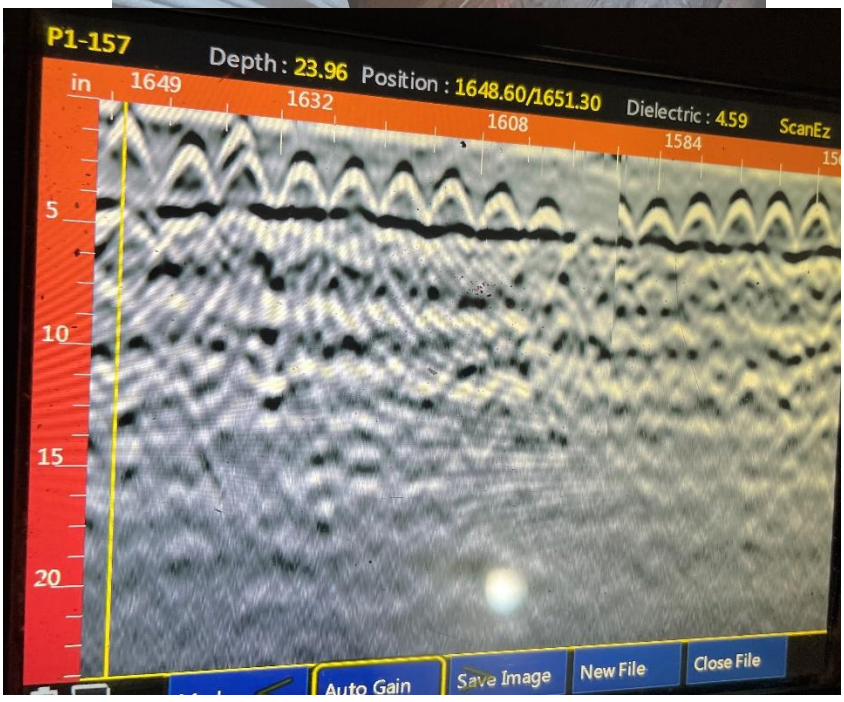
Bedroom #2 wire mesh slab.



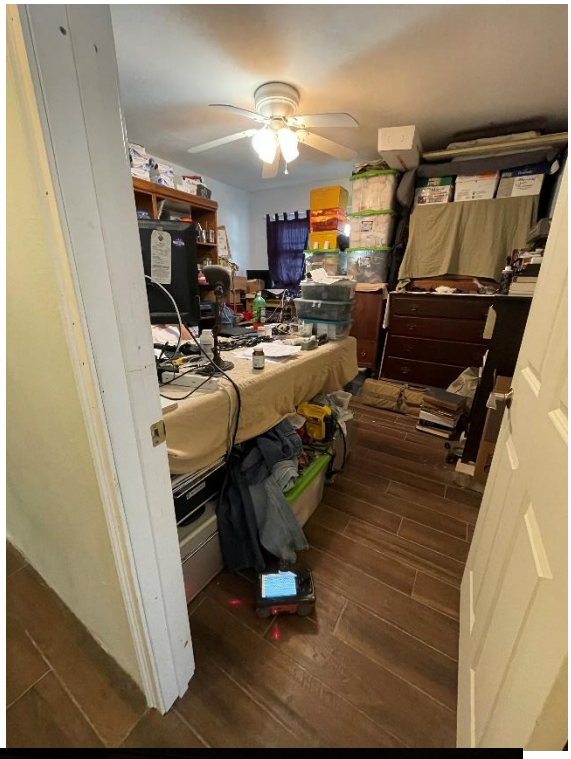


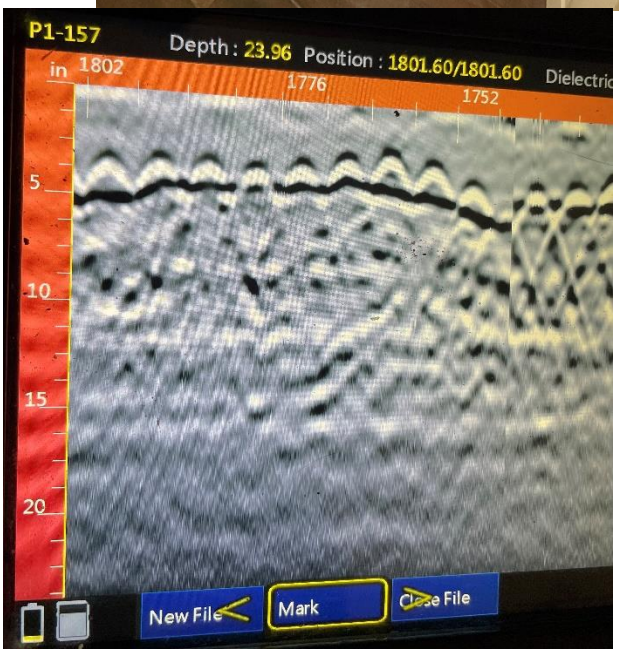
Bedroom #3 Wire mesh slab.





Bedroom #4 wire mesh slab





Concrete Imaging

Date: 10-27-2021 Address: 2700 Sunset Dr New Smyrna Beach, FL

Customer: Pegasus Engineering Tech: Victor Rosales

(GPR) Ground Penetrating Radar was performed at customer request

Objective: Find and mark reinforcement in slab

Machines Used: GSSI Structure Scan Mini XT

Findings: Collected data on slab on grade throughout entire property that includes, 3 bedrooms, closets, 3 bathrooms, laundry room, main entrance, living and dining area. Wire mesh was found in both bedrooms with bathrooms and back portion of living room with kitchen, approximately 4-5" from the surface. The main entrance, laundry room, guest bathroom, bedroom behind kitchen and half of kitchen have no reinforcement in the slab. Footers were found all around perimeter of home. Slab thickness is approximately 5-6".

This report should be used for informational use only.
All readings subject to interpretation of inspector.
Thank you for the opportunity to serve you.
Please feel free to call should you have any questions.
We appreciate your business
Victor Rosales

Pro Scan Subsurface imaging
Phone) 1-800-984-0325
(Fax) 1-800-984-0302
Proscanlocating@gmail.com
Main office: 1950 N.E 6th St.
Pompano Beach, FL

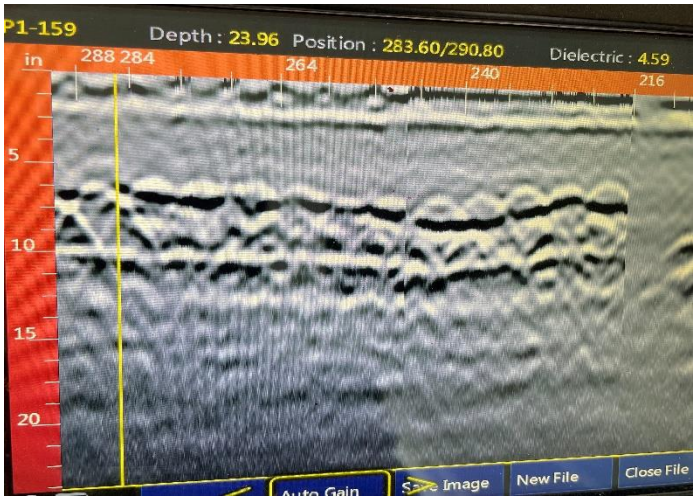
Main entrance/ living room . no reinforcment





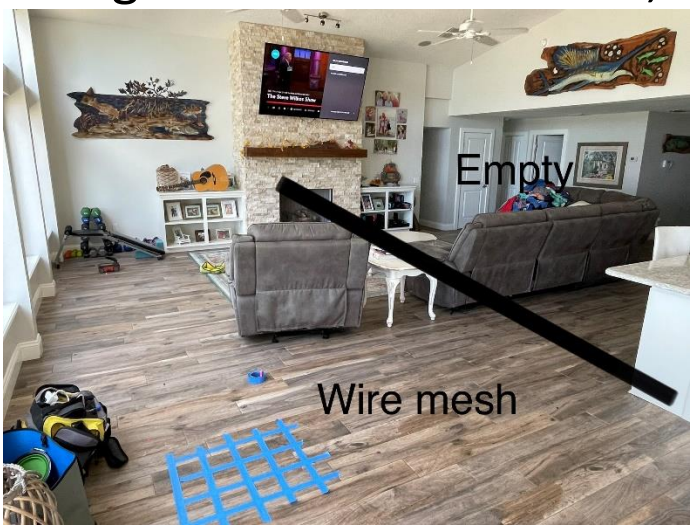
Kitchen half wire mesh , half no reinforcement







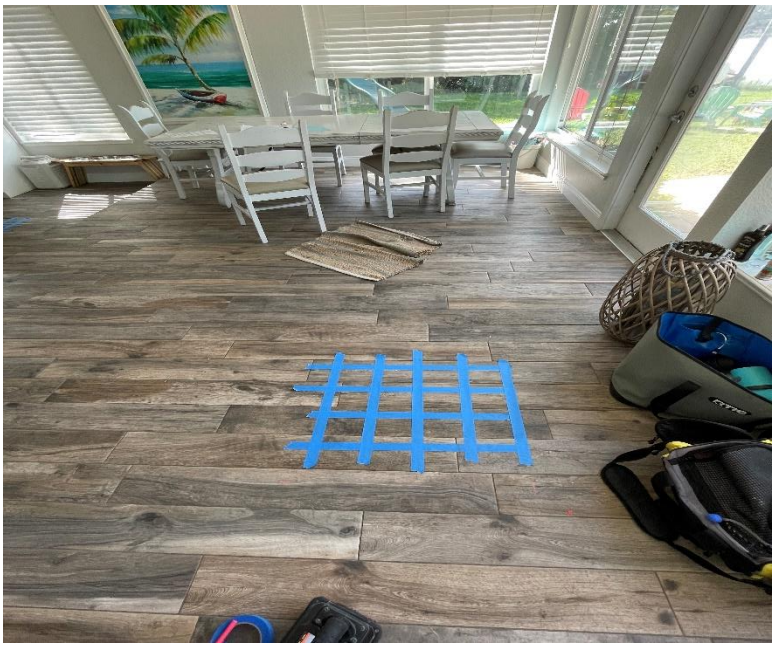
Living room half wire mesh, half no reinforcement

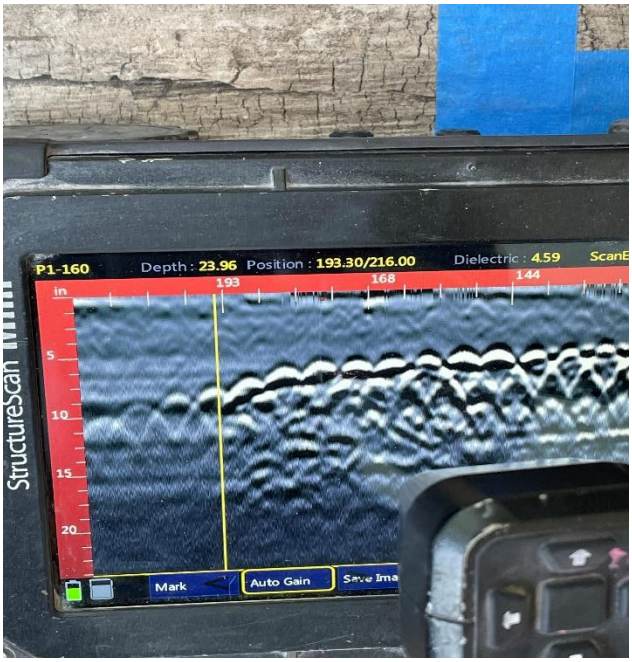




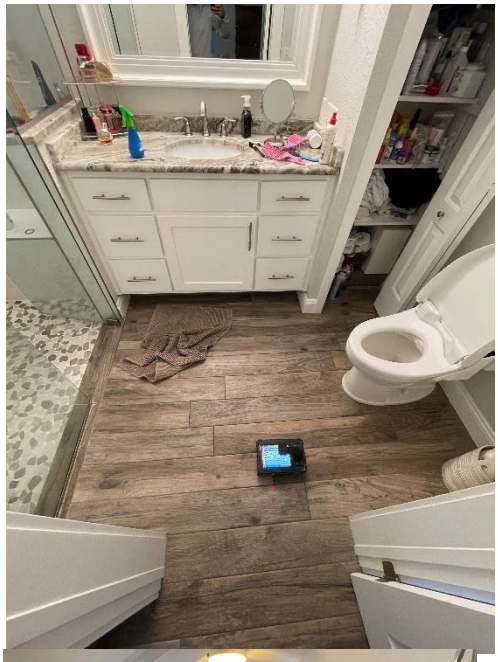


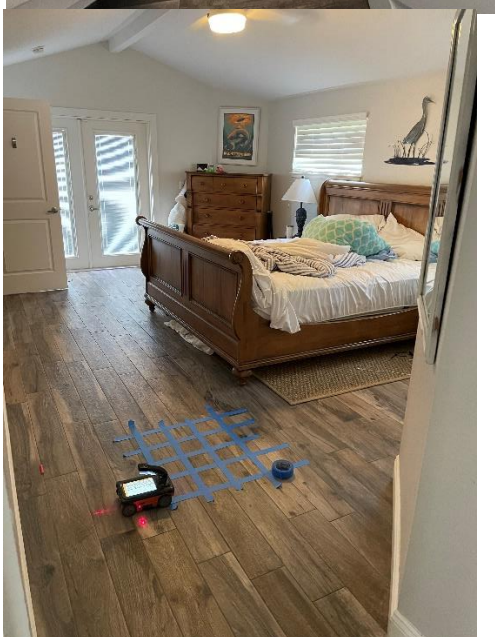
Dining area wire mesh 5” slab

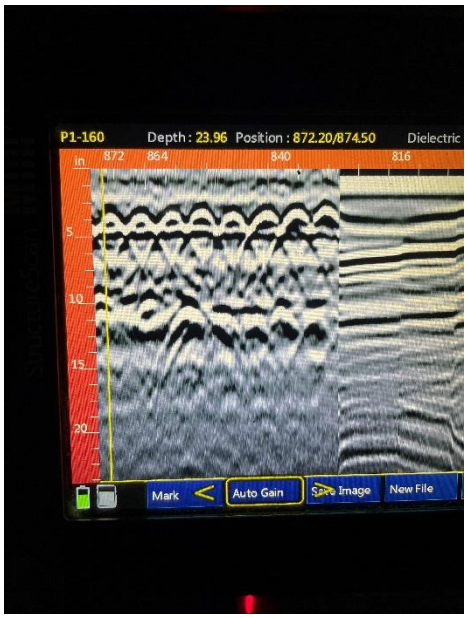




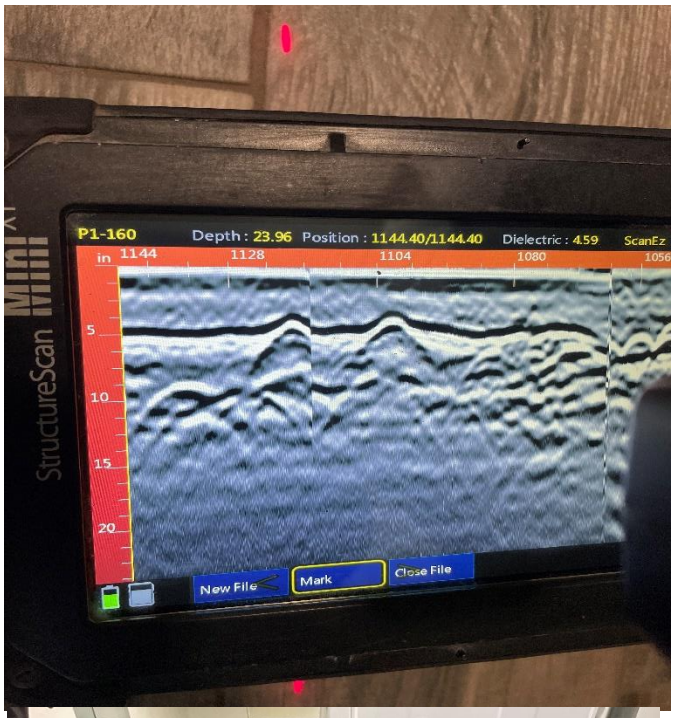
Master bedroom wire mesh 5” slab

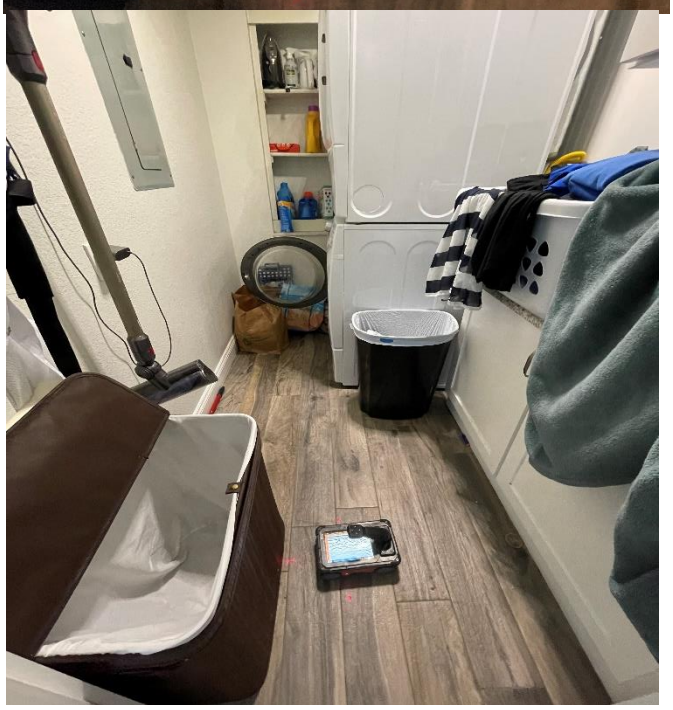




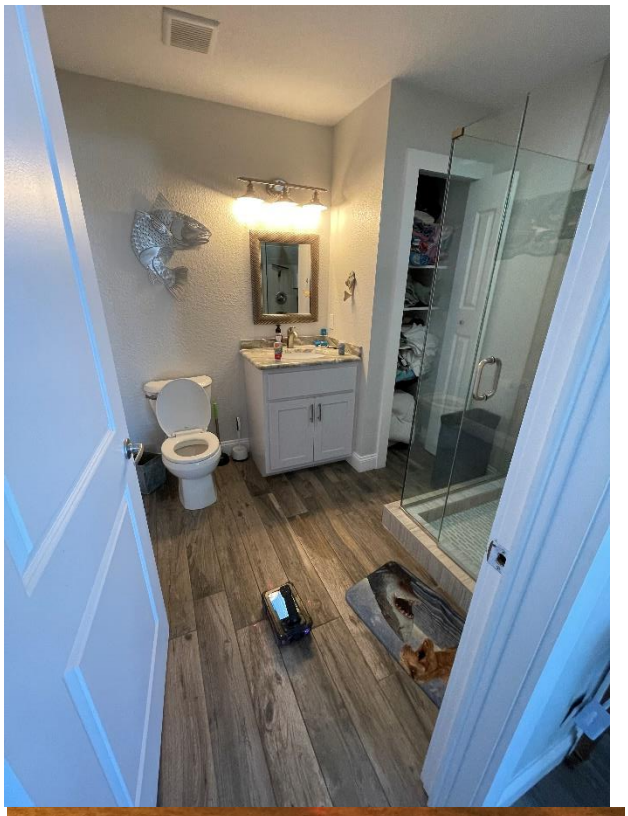


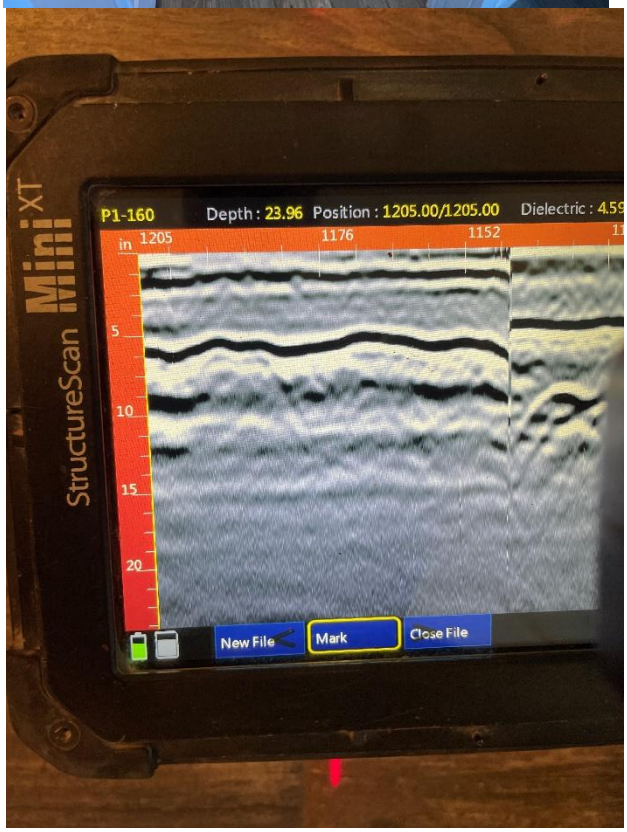
Laundry room no reinforcement



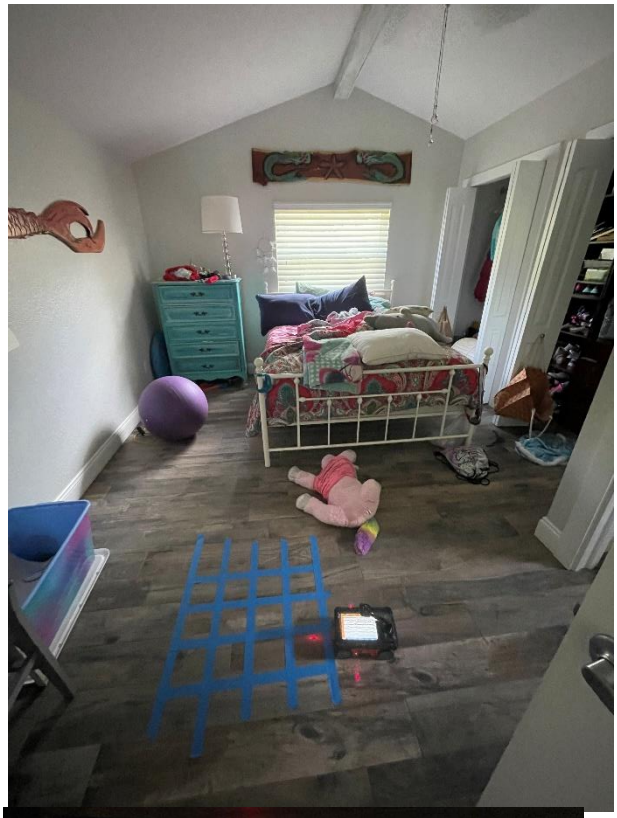


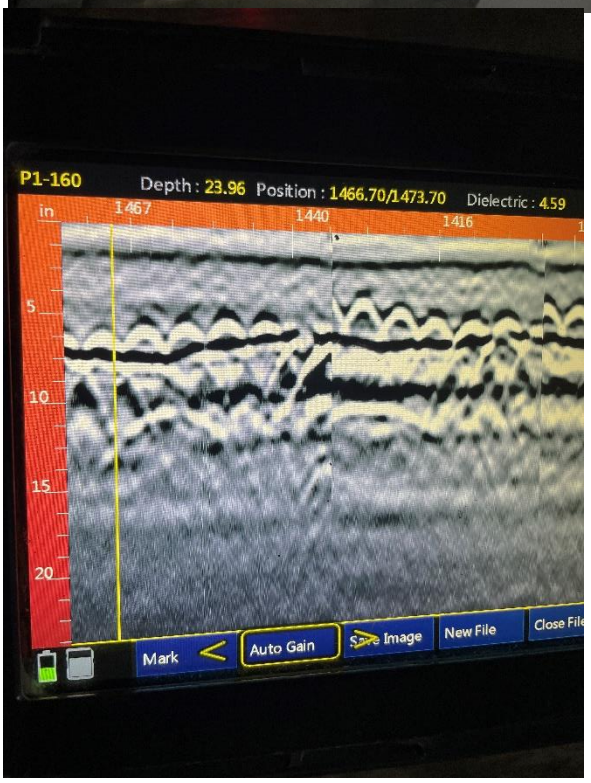
Guest bathroom no reinforcement



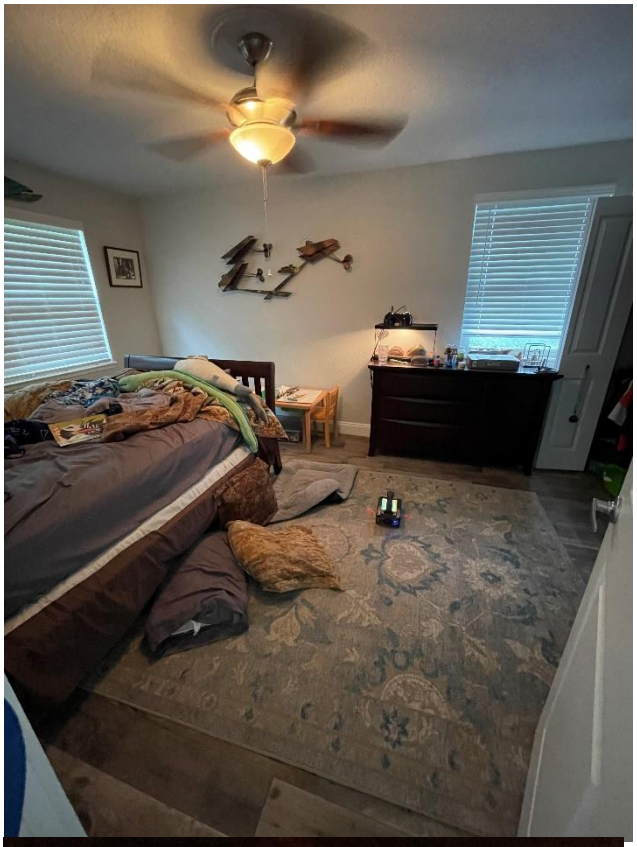


Bedroom #2 with bathroom, wire mesh 5” slab.





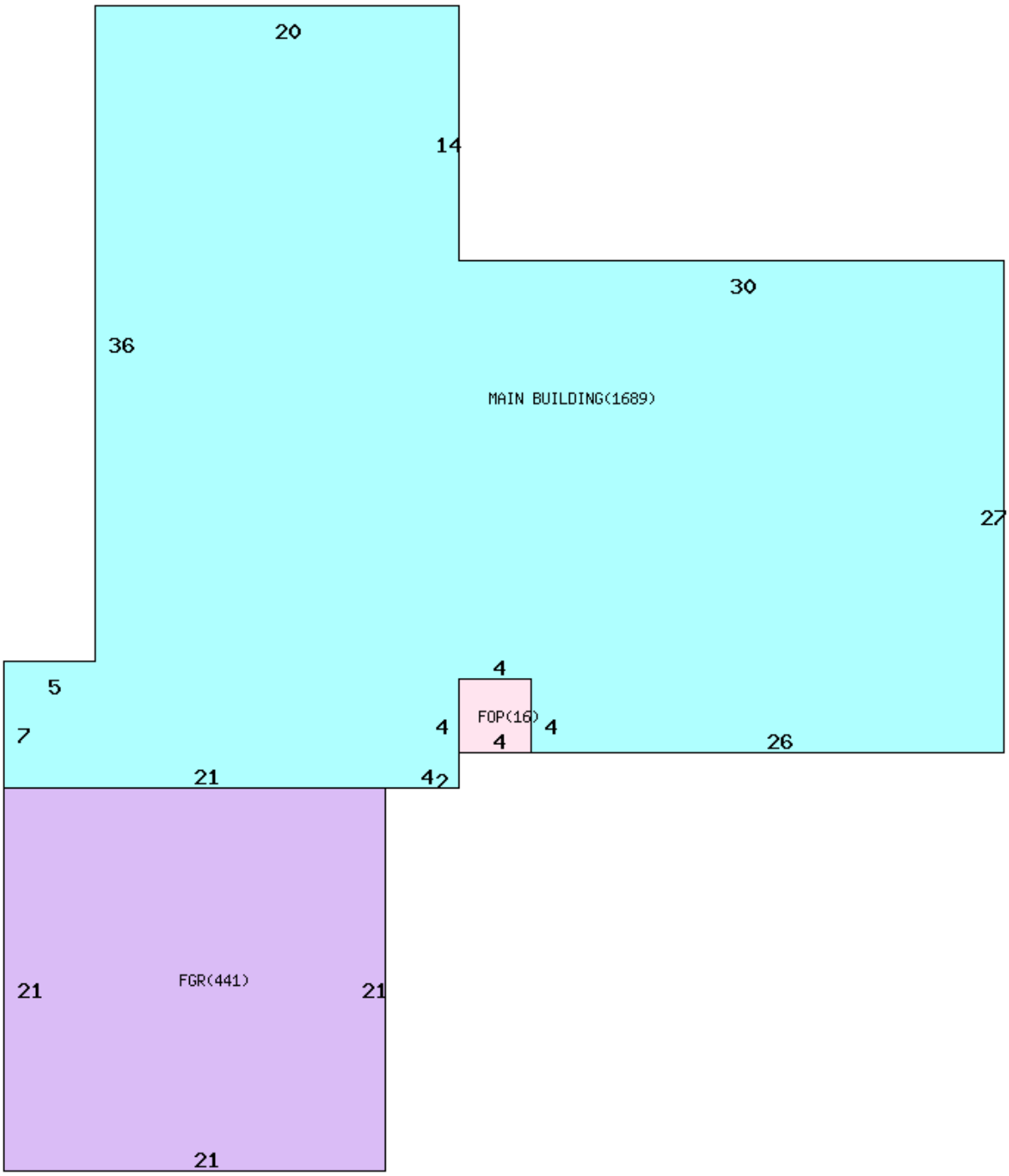
Bedroom #3 no reinforcement





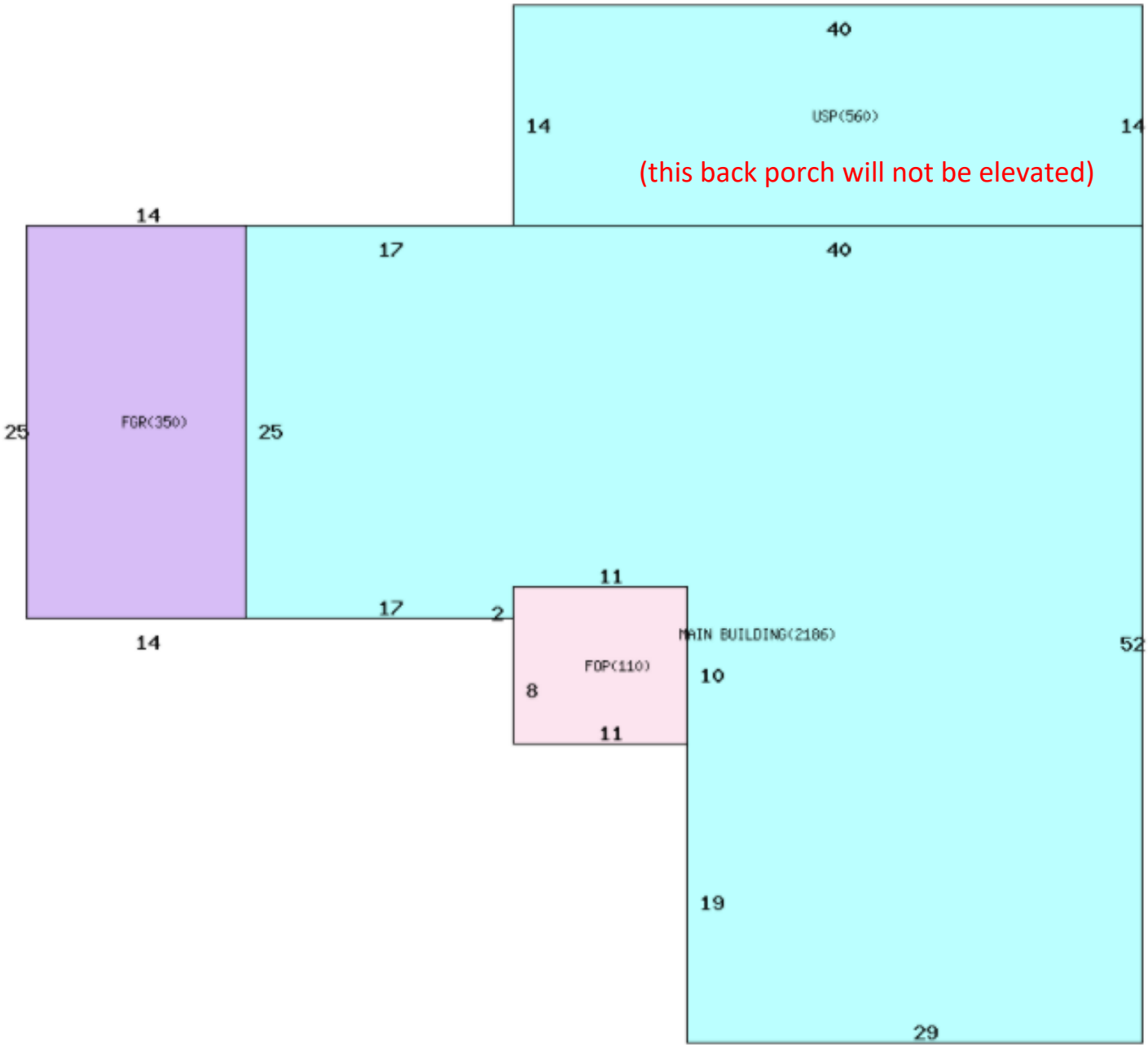
610 Goodwin Avenue
New Smyrna Beach, FL 32169

Description	Area
MAIN BUILDING	1689
Finished Garage	441
Porch, Open Finished	16
Total Building Area	2,146



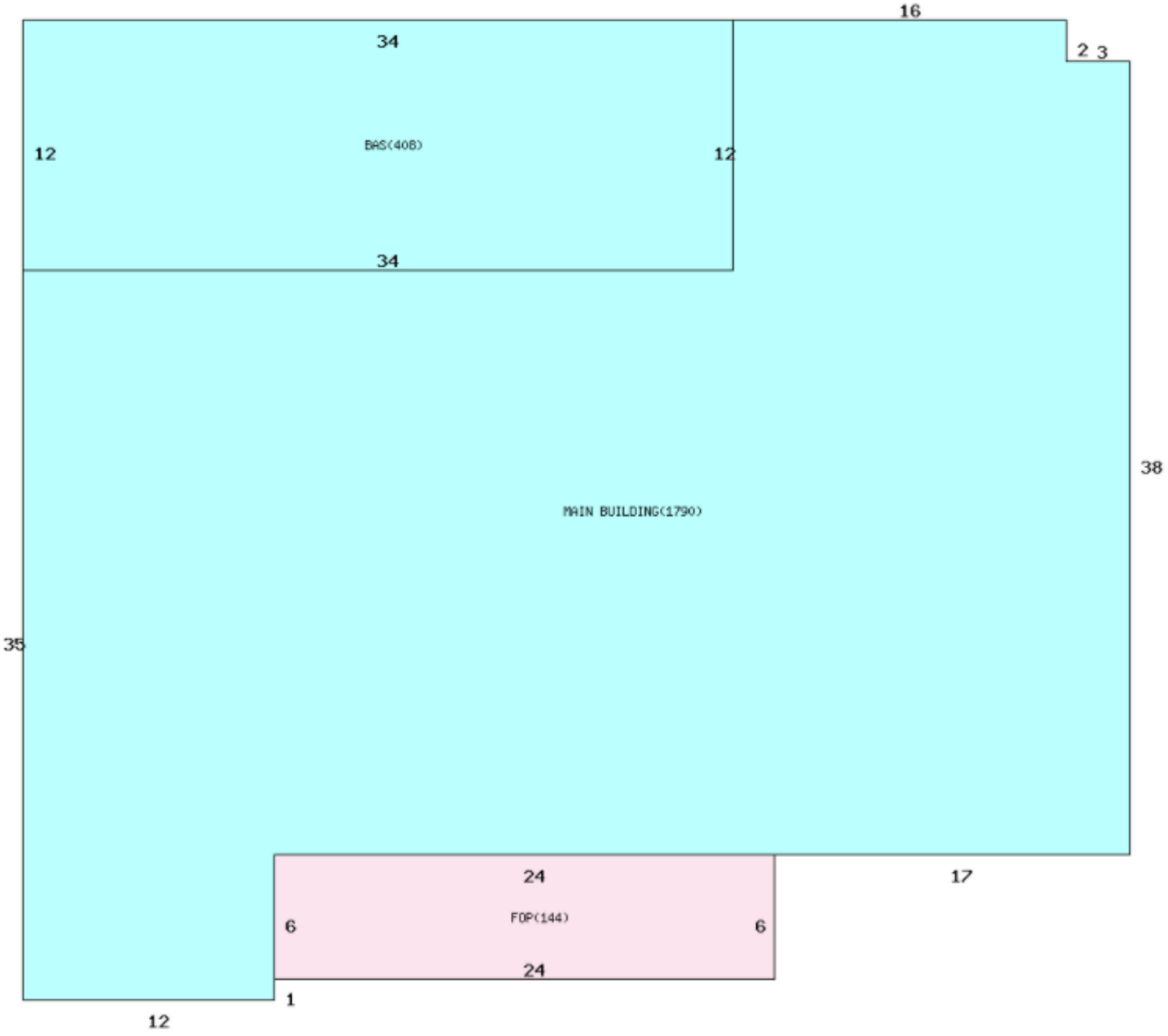
2636 Sunset Drive
New Smyrna Beach, FL 32169

Description	Area
MAIN BUILDING	2186
Finished Garage	350
Porch, Open Finished	110
Porch, Screen Unfinished	560
Total Building Area	3,206



2700 Sunset Drive
New Smyrna Beach, FL 32169

Description	Area
MAIN BUILDING	1790
Base Area	408
Porch, Open Finished	144
Total Building Area	2,342



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

September 13, 2021

Kyle Fegley
City Engineer
2650 North Dixie Freeway
New Smyrna Beach, FL 32168

Re: Project #4337-374-R; City of New Smyrna Beach, Four (4) Flood-Prone Homes, Elevation.

Dear Mr. Fegley:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0616 between the City of New Smyrna Beach and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Carmen.Acosta@em.myflorida.com. The Project Manager for this contract is:

Carmen Acosta, Project Manager
Florida Division of Emergency Management
2702 Director's Row
Orlando, FL 32809

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Carmen Acosta at 850 692-9458.

Respectfully,

Miles E. Anderson

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation, email=Miles.anderson@em.myflorida.com, c=US
Date: 2021.09.15 15:46:02 -04'00'

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

EXHIBIT "A"

Agreement Number: H0616

Project Number: 4337-374-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

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

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

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

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

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

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

Sub-Recipient's name:	City of New Smyrna Beach
Sub-Recipient's unique entity identifier (FEIN):	59-6000387
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	April 23, 2021
Subaward Period of Performance Start and End Date:	Upon execution through February 28, 2024
Amount of Federal Funds Obligated by this Agreement:	$632,565.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$632,565.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$632,565.00
Federal award project description (see FFATA):	Elevation
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Carmen.Acosta@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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

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

(3) CONTACT

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

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

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

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

Carmen Acosta
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2702 Director's Row
Orlando, FL 32809
Telephone: 850-692-9458
Email: Carmen.Acosta@em.myflorida.com

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

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

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

Kyle Fegley
City Engineer
2650 North Dixie Freeway
New Smyrna Beach, FL 32168
Telephone: 386-410-2811
Email: Kfegley@cityofnsb.com

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on February 28, 2024 , unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

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

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

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$632,565.00** .

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

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

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

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

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

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

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

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

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

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

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

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

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

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

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

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

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

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

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

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

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

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

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

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

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

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

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

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

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

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

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

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

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

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

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

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

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

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

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

(13) MONITORING

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

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

(14) LIABILITY

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

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

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

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

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

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

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

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

(16) REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

(17) TERMINATION

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

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

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

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

(18) PROCUREMENT

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

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

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

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

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

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

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

ii. Require unnecessary experience or excessive bonding;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(19) ATTACHMENTS

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

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

c. This Agreement has the following attachments:

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

(20) PAYMENTS

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

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

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

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

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(22) MANDATED CONDITIONS

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

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

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

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

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

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

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

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

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

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

(23) LOBBYING PROHIBITION

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

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

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

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

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
>
> iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

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

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

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

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

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

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

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

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

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

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

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

(31) BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

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

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

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

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

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

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

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

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

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

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

SUB-RECIPIENT: City of New Smyrna Beach

By: _____

Name and Title: Russ Owen, Mayor

Date: August 24, 2021

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Miles E. Anderson
Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation, email=Miles.anderson@em.myflorida.com, c=US
Date: 2021.09.15 15:46:41 -04'00'

Name and Title: Kevin Guthrie, Director

Date: 09/15/2021

EXHIBIT – 1

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

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 632,565.00**

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

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

Federal Program:

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

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate four (4) single-family residences in New Smyrna Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-374-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of New Smyrna Beach, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to elevate four (4) single-family residences, located in New Smyrna Beach, Florida 32168 and 32169.

The proposed project shall elevate in place the existing structures to a minimum height of 1.5 feet of freeboard above the Base Flood Elevation or highest known flood elevation, whichever is higher; plus three (3) feet to account for sea level rise. The proposed mitigation project shall involve building preparation and disconnection of utilities, elevation of the structures to required height, and construction of appropriate means of ingress and egress. Once the structures are elevated, extension and reconnection of utilities shall be provided and the electrical and mechanical equipment outside of the structures shall also be elevated to required height. This project shall mitigate the continuous flooding and losses experienced during storm events. Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	610 Goodwin Avenue New Smyrna Beach, Florida 32169	(29.033394, -80.902010)
2)	621 Goodwin Avenue New Smyrna Beach, Florida 32169	(29.032571, -80.901415)
3)	2636 Sunset Drive New Smyrna Beach, Florida 32168	(29.060586, -80.960899)
4)	2700 Sunset Drive New Smyrna Beach, Florida 32168	(29.062599, -80.960634)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Local Building Official Building Permit.

b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

1. Certifying that the structure is code-compliant.

c) A Copy of the Elevation Certificate before mitigation, if applicable.

d) A Copy of the Final Elevation Certificate (FEMA Form 81-31), after mitigation – ensuring the structure has been elevated to the proper elevation.

e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."

i) Archeological Materials – Project affects undisturbed ground – potential for presence of archeological resources. Projects that involve groundbreaking shall need written verification from the Sub-Recipient that no archeological materials were discovered during project construction.

j) A final Archeological monitoring report will be submitted to the Florida SHPO, the State, and FEMA upon completion of the proposed work.

k) Permit(s) and verification of compliance; if no permit was needed – a letter stating, "No permit required".

l) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to:

cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC): The Sub-Recipient shall pre-audit source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of elevation of four (4) single-family residences, located in New Smyrna Beach, Florida 32168 & 32169, to include elevation in place of existing structures.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.
4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.
5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.
8) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
3) The Sub-Recipient will provide a full-time on-site SOI Qualified Archaeologist to monitor all construction activities, preferably one with osteological experience and the ability to identify human skeletal material. The archaeological monitor will have full stop authority if anything of archaeological or historic concern is encountered. The archaeological monitor will be on site during all construction activities for the course of the entire project and a final report will be submitted to the Florida SHPO and FEMA upon completion of the proposed work.

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

5) Best management practices shall be used during project work to minimize soil erosion, sediment migration and turbidity with special focus on work in or around wetlands and other sensitive areas.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) The Sub-Recipient shall provide Verification of Flood Insurance on the property prior to closeout.

8) National Historic Preservation Act (NHPA): If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is

restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. This condition should be implemented into the project plans to ensure that contractors are aware of it.

9) National Historic Preservation Act (NHPA): The Sub-Recipient will provide a full-time on-site SOI Qualified Archaeologist to monitor all construction activities, preferably one with osteological experience and the ability to identify human skeletal material. The archaeological monitor will have full stop authority if anything of archaeological or historic concern is encountered. The archaeological monitor will be on site during all construction activities for the course of the entire project and a final report will be submitted to the Florida SHPO and FEMA upon completion of the proposed work.

10) National Historic Preservation Act (NHPA): Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.

11) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-374-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on April 23, 2021; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **February 28, 2024.**

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	2	Months
Total Period of Performance:	**34**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$803,220.00	$602,415.00	$200,805.00
Labor:	$0.00	$0.00	$0.00
Fees:	$4,000.00	$3,000.00	$1,000.00
Initial Agreement Amount:	**$807,220.00**	**$605,415.00**	**$201,805.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$807,220.00**	**$605,415.00**	**$201,805.00**
****SRMC**			
SRMC:	$13,150.00	$13,150.00	
SRMC-Pre-Award:	$14,000.00	$14,000.00	
SRMC Total:	**$27,150.00**	**$27,150.00**	

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

**** **This project has an estimated $0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

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

***** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $13,150.00 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

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

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of $14,000.00, with a start date of **July 1, 2018**.*

Funding Summary Totals

Federal Share:	$605,415.00	(75.00%)
Non-Federal Share:	$201,805.00	(25.00%)
Total Project Cost:	**$807,220.00**	**(100.00%)**
SRMC (100% Federal)	$27,150.00	

Attachment B

Program Statutes and Regulations

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

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

(2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

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

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

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

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

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

Attachment C

Statement of Assurances

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

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

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

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

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

(e) It will comply with:

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

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

(f) It will comply with

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

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

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

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

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

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

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

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

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

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

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

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

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

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

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

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

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

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

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

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

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

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

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

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

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

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

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

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

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

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

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

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

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

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

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

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

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

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

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

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

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

(8) Obtain all required permits.

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

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

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

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

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of New Smyrna Beach

REMIT ADDRESS: 210 Sams Avenue

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

PROJECT TYPE: Elevation PROJECT #: 4337-374-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0616

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

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

Invoice Period: _____ through _____ Payment #: _____

Total of Previous Payments to Date: _____ (Federal)

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

TOTAL CURRENT REQUEST: $ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ GOVERNOR'S AUTHORIZED REPRESENTATIVE

APPROVED FOR PAYMENT $ _____ DATE

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

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

PROJECT TYPE: Elevation PROJECT #: 4337-374-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0616

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

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

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of New Smyrna Beach

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

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

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

ESTIMATED EXPENSES

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

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

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

SUB-RECIPIENT: City of New Smyrna Beach **PROJECT #:** 4337-374-R

PROJECT TYPE: Elevation **CONTRACT #:** H0616

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

Advance Payment Information:

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

Financial Amount to Date:

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

Target Dates (State Agreement):

Contract Execution Date: Contract Expiration Date:

Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

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

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

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

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

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

Cost / Financial **Comments:**

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

Sub-Recipient Contract Representative (POC):

Signature: Phone:

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

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

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

Attachment G

Warranties and Representations

Financial Management

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

Procurements

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

Business Hours

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

Licensing and Permitting

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

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of New Smyrna Beach
Sub-Recipient's Name

H0616
DEM Contract Number

4337-374-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

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

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

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

ORGANIZATION AND PROJECT INFORMATION

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

PROJECT #: 4337-374-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 632,565.00

OBLIGATION/ACTION DATE: April 23, 2021

SUBAWARD DATE (if applicable): _____

DUNS#: 064802762

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The purpose of this Scope of Work is to elevate four (4) single-family residences in New Smyrna Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-374-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of New Smyrna Beach, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

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

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

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

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

EXECUTIVE COMPENSATION INFORMATION:

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

revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

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

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

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

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

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

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

i. Salary and bonus.

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

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

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

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

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

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

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

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

SIGNATURE: KR

NAME AND TITLE: Khalid Resheidat - City Manager

DATE: 9/2/2021

Attachment J

Mandatory Contract Provisions

Provisions:

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

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

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

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

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

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

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

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

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

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

The Sub-Recipient or ~~subcontractor~~, New Smyrna Beach, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Khalid Resheidat – City Manager

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

9/2/2021

Date

ORDINANCE NO. 60-19

AN ORDINANCE AMENDING THE CITY OF NEW SMYRNA BEACH LAND DEVELOPMENT REGULATIONS; CREATING ARTICLE XIII, CONSTRUCTION SITE MANAGEMENT; ESTABLISHING CONSTRUCTION SITE MANAGEMENT MINIMUM STANDARDS TO MINIMIZE IMPACTS TO THE NEIGHBORHOOD; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach has requested administrative text amendments to the Land Development Regulations to create Article XIII, establishing construction site management minimum standards; and

WHEREAS, the vote at the Planning and Zoning Board at its regular scheduled meeting held on August 5, 2019, was 6-0 to recommend 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 more particularly set forth hereinafter.

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

SECTION 1: *Amendment*. That New Smyrna Beach Land Development Regulations are hereby amended to create Article XIII to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikeout~~, and additions to text are indicated by underline.)**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SECTION 2: ***Codification***. Following adoption of this ordinance, the City Attorney shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the

City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or such other word or phrase in order to accomplish such intention.

SECTION 3: ***Public Hearing***. That a public hearing considering the adoption of this ordinance was held October 8, 2019, at 6:30 p.m. in the City Commission Chambers at City Hall, 210 Sams Avenue (south entrance on Julia Street), New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

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 take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 10/1/2019

EXHIBIT "A"

ARTICLE XIII

1300.00 Construction Site Management

1300.01 *Construction site management plan required for construction activities.* A construction site management plan is required to be submitted to and approved by the City Engineer as part of the building permit application under one the following conditions:

(1) Construction activity encompassing more than one acre of land on an individual site or in a collective development;
(2) Construction activity encompassing less than one acre of land but has been determined by the Development Services Director to have special circumstances, i.e. construction in an urbanized high density area, that warrant the enforcement of one or more of the requirements identified herein.

The term "construction activity" includes the performance of any or all of the following: lot/site clearing, grading, excavating, paving, utility installation, stockpiling of soil or other materials, demolition, building construction or reconstruction, and building alteration or addition. Building permit applicants shall designate either a licensed contractor or owner-builder for the purposes of the construction site management requirements. These requirements set minimum standards for the operation of the project site to eliminate or minimize impacts to the site and to the neighborhood to include containment of sediment, surface water discharge, erosion of soil, vehicle parking and loading area, traffic control, fencing, placement of materials, safety, neatness and cleanliness.

1300.01.1 *Submittal requirements.* The contractor shall submit a construction site management plan with a building permit application which includes the following submittal requirements, unless waived by the City Engineer:

(1) Location of proposed construction activity.
(2) Grading and drainage surface water management plan for street and project site, in compliance with subsection 1301.01.3.
(3) Parking plan, demonstrating that adequate parking is available onsite for all construction personnel, in compliance with subsection 1301.01.4.
(4) Fencing plan, showing location, height and type of fence with screening, or evidence that proposed construction does not warrant a construction fence in compliance with subsection 1300.01.6 of this section, as determined by the City Engineer.
(5) Location of construction trailers, loading/unloading area and material storage area.
(6) Location of chemical toilets.
(7) Location of dumpster(s).
(8) Location of concrete washout area.
(9) Location of temporary fuel storage tanks.

(10) Proposed dust abatement methods, including the use of calcium chloride or other means of retaining material onsite and eliminating airborne particles.

(11) Traffic control plan, showing access with dimensions, area to be stabilized, narrative on phasing of construction with provision of adequate parking and delivery of materials.

(12) Other construction activities, where special conditions are identified by the City Engineer prior to submittal and are of such character that may require unique preparation or remediation not otherwise anticipated in this Section.

(13) Proof of notice to owners of property within 300 feet of the outer limits of the subject property, as listed in the property appraiser's records, at least 21 days prior to commencement of construction. The proof consists of a list of property owners and addresses and a receipt or other proof of mailing. Notice is to include:

a. A phone number for the contractor where a representative of the qualifier is available whenever construction activities are taking place on site and prior to a storm event.

b. An approximate timetable for construction activities to include any demolition, excavation, or pile driving activities.

1300.01.2 *Approval of plan; waivers.* The City Engineer or his or her designee shall review, approve or deny the construction site management plan. The City Engineer is hereby authorized to grant waivers from submittal requirements and corresponding standards:

a. If the requirement is unrelated to proposed development; or

b. If the impact of the proposed development is negligible in that submittal requirement area.

1300.01.3 *Grading plan; grading and surface water management standards.*

(1) *Grading.* The site shall be graded and maintained during construction:

a. To prevent erosion of soil; and

b. To control surface water discharge so that no water in excess of pre-construction discharge flows onto abutting property; and

c. To provide positive drainage to an inlet structure in order to prevent accumulation of stagnant water for the duration of construction; and

d. All grading shall be subject to compliance with permit requirements, where applicable

e. Ground stabilization measures shall comply with NPDES permitting requirements and must be initiated within seven (7) calendar days after construction activities have temporarily or permanently ceased for any portion of the site. Acceptable stabilization measures include one or more of the following methods, subject to approval by the City Engineer:

1. Temporary seeding

2. Permanent seeding

3. Geotextiles

4. Sod stabilization

5. Vegetative buffer strips

6. Protection of trees

7. Preservation of mature vegetation

8. Other acceptable ground stabilization measures

(2) *Sediment fence.* Unless a waiver is obtained from the City Engineer, the contractor shall install a sediment fence to protect adjacent properties, including lakes, canals, and all other waterways, from discharges of soil, sediment, or construction-related material from the site.

(3) *Maintenance.* The contractor shall inspect and maintain all erosion and sediment control practices until construction is complete and the construction site is stabilized. A fence installed to maintain sediment control shall remain in an upright condition until final site completion.

(4) *Final grading.* Final grading of the site shall be in compliance with the construction site management plan. The design shall ensure that no surface water in excess of the pre- construction amount shall flow onto abutting or adjacent properties. The design shall also ensure that the discharge of surface waters shall be off-site into an approved stormwater system. Furthermore, in cases where one builder is constructing new homes on adjacent lots, a certificate of occupancy will not be issued for a home if a silt fence is not properly installed on adjacent lots under construction by the same builder.

(5) *Surface water.* Surface waters, including dewatering, shall be directed into an on-site settling basin or otherwise filtered before discharge off-site, in compliance with all applicable permit requirements. Off-site discharge shall be directed to an approved surface water management system during construction and upon final grading of the project site in compliance with all applicable regulations. The contractor shall be responsible for removal of any silt, debris, and dirt that accumulates within the surrounding stormwater management system, regardless of jurisdiction, including swales, stormwater retention lakes, ponds, canals and waterways. Discharges of sediment into waters in the State of Florida is detrimental to water quality and is a violation of these Land Development Regulations and may result in enforcement action by the St. Johns River Water Management District, the State Department of Environmental Protection and/or the City. Discharge of water from swimming pools under construction or completed into ponds, lakes, canals and waterways is prohibited.

1300.01.4 *Construction parking.*

(1) *Parking on-site.* The owner or contractor shall provide for parking on the project site to accommodate all construction personnel. Alternative parking sites may be submitted

for consideration by the City Engineer, and may include the abutting right-of-way, adjacent vacant lot, or offsite parking lots in the immediate area, subject to the city's review and approval as part of the construction site management plan.

(2) *Access.* Use of the public right-of-way for access to and from the project site as shown on the construction site management plan shall be strictly managed by the contractor. The contractor shall maintain the public street(s) adjacent to the project site free of dirt, sand or any other debris resulting from construction activities. The public right-of-way adjacent to the project site shall be broom swept on a regular basis keeping it free of dirt, sand and other debris. Failure to remove said material on the day of occurrence is a violation of these Land Development Regulations.

(3) *Temporary graveled or stabilized area for construction access and parking.* The contractor shall provide a graveled or stabilized area as shown in the construction site management plan. The stabilized area shall be located at points where vehicles enter and exit the construction site and the parking location. When a right-of-way area is used for parking, the contractor shall provide a paved or stabilized area on the right-of-way. Upon completion of the project, the contractor shall restore the right-of-way to its original condition or better. The purpose of the paved or stabilized area at the entrance to the project site is to eliminate and reduce tracking or flow of sand, mud, concrete wash or other related material onto the right-of-way.

(4) *Parking in the right-of-way.* If the construction site management plan illustrates proposed parking in the right-of-way, the application shall be accompanied by a city right-of-way permit. A construction site supervisor must be present whenever parking or deliveries occur in the right- of-way to ensure that vehicles do not limit access on the right-of-way and no damage occurs to the right-of-way or adjacent properties. The owner and contractor shall assume responsibility for any damage, shall immediately inform the City Engineer of such, and shall take steps to correct the damage immediately. Use of the city right-of-way for parking is entirely at the City Engineer's discretion. At no time shall construction equipment/material delivery vehicles be permitted to stop within roadway travel lanes for loading or unloading.

(5) *Offsite parking.* The City Engineer may temporarily permit off-site parking on vacant lots other than the project site with the written permission of the owner of the lot where the vehicles are to be parked and in compliance with the following standards:

a. Compliance with the construction site management plan.

b. The lot shall be used for parking only.

c. There shall be no storage of materials, trailers or construction equipment on the lot.

d. There shall be no loading and unloading of materials or machinery on the lot.

e. The lot shall remain free of debris or trash.

f. A temporary six-foot chain link fence with a single color fabric or other screening materials as approved by the City Engineer shall be located at the front, side, and rear lot line of the temporary parking area except where a lot line is located on the water. Where a lot line is along the water, the fence shall

be placed no closer to the water than the yard setback line and shall not exceed three feet in height. The fence gate shall remain locked during non- working hours. The fencing shall remain on-site until the off-site parking is no longer needed to complete the project site and shall be removed prior to issuance of a certificate of occupancy for the project site.

g. The lot is subject to final inspection and approval by the City Engineer.

1300.01.5 *Material storage.* Material associated with the project site, including equipment, shall be neatly stored on the site (within the fenced area when applicable). The storage of material shall not obstruct access to the structure under construction or create a public safety hazard. All loading or unloading of materials and/or equipment is limited to the construction site.

1300.01.6.1 *Construction fencing.* All construction sites requiring a construction site management plan, excluding sites for the construction or modification of one single-family home, are required to install a construction fence, which means a temporary six-foot chain link fence with a single color fabric. The fence and screening must be installed prior to construction, including any sitework, and remain in place, upright and in good repair throughout the construction process. Construction fencing shall be installed on the front, side, and rear property lines prior to commencement of any construction, subject to the exceptions listed below. Fencing may be removed upon final sitework completion, or upon replacement with a permanent fence or wall.

(1) *Exception from six-foot height requirement.*

a. Where a construction fence is required and the property line is located on the water in any residential zoning district, that portion of the construction fence along the water may eliminated.

(2) *Exception to installation of construction fence.* The City Engineer may waive the requirement for all or a portion of the construction fence, but retains the right to require a construction fence at a later time.

(3) *Installation.* Installation of a construction fence shall occur prior to any construction activity or material deliveries, and shall be inspected by the City Engineer. The fence shall not be placed so as to create a public safety hazard. Where the project site is enclosed by a fence, the fence gate shall be locked during non-working hours.

1300.01.7 *Signs.* A 12-inch by 18-inch sign shall be posted by the contractor on the project site in the location approved on the construction site management plan which is readable from the street. The sign shall contain the street address of the property and emergency phone number for the contractor. This sign shall be maintained in a readable condition until completion of construction. No permit is required for this sign.

1300.01.8 *Site cleanliness.* The owner or contractor shall maintain the entire construction site clean and free of debris at all times. Clean for purposes of this section means, without limitation, removal and placement into a dumpster of scrap lumber, concrete remnants and roof tile from the project site. The project site shall be free of all loose debris such as cans, metal, plastic and paper.

1300.01.9 *Temporary trailers.* When a temporary trailer is proposed and a construction fence is required, it shall be located on the project site within the fenced area at the location shown on the construction site management plan.

1300.01.10 *Chemical toilets.* Chemical toilets shall be located inside the project fence and accessible for servicing. Where a fence is not required, the contractor shall locate the chemical toilet facing towards the rear of the project site and no further than 15 feet from the structure under construction except where another location has been authorized by the City Engineer due to the size of the lot and ease of access to the chemical toilet.

1300.01.11 *Landscaping.* Damage to any landscaping on an adjacent property as a result of the construction shall be replaced and restored at the contractor's expense to its original condition. Failure to replace and repair is a violation of these Land Development Regulations. Damage or removal of any trees shall comply with the City's tree replacement and mitigation requirements.

1300.01.12 *Dumpsters.* Construction site dumpsters shall be located inside the fenced area. Where a fence is not required, dumpsters shall be located on the project site. The dumpster shall be emptied in a timely fashion so there is no overflow of debris or litter. Prior to a certificate of occupancy being issued, the dumpster shall be removed from the site.

1300.01.13 *Permitted days and hours for construction work.* The provisions below shall apply to all construction work, including on sites less than one acre in size.

(1) All construction work, including the loading and unloading of equipment and materials, shall be from 7:00 AM to 7:00 PM, Monday through Friday, on Saturdays from 8:00 AM to 6:00 PM, and on Sundays from 11:00 AM to 6:00 PM.

(2) No work may be conducted on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day or Christmas Day.

(3) *Special construction activities.* Pile driving and steel erection activity shall be limited to Monday through Friday, excluding federal holidays, during the hours between 8:00 AM until 4:00 PM. Demolition activity shall be limited to Monday through Friday, excluding federal holidays, during scheduled work hours between 8:00 AM and 6:00 PM.

(4) *Permit for work during prohibited hours.* Any person may apply to the City Engineer for a permit to operate during the hours or days prohibited under this section. If the City Engineer or his designee shall determine that substantial loss or substantial inconvenience would result to any party in interest, and that the public health and safety will not be impaired by such operation, a permit may be issued which would allow work to occur during hours or days otherwise prohibited by this subsection. A notice of permit approval shall be provided by the contractor to adjacent property owners, upon request by any adjacent property owner. The permit shall not exceed three days in duration, but may be renewed from time to time for a like period so long as the circumstances described in this subsection continue to exist.

(5) *Emergency and special types of construction.* Where ordinary and necessary trade or engineering practices or an emergency require the continuous operation of pumps, well points, dredges, draglines and other machinery of a like nature during the

otherwise prohibited hours, the City shall be notified as soon as possible and a permit shall be obtained. In such situations, the operation during prohibited hours shall not constitute a violation of this subsection. It is not the intent of this subsection to require poor or wasteful engineering or building practices in order to comply herewith. Pumps used within 1,000-feet of existing occupied residential properties shall have sound attenuated enclosures and be located as far away as possible from existing residences.

1300.01.14 *Construction-related traffic control.* A contractor, owner, vehicle operator or any person associated with the project site who impedes or obstructs the public right-of-way; or who parks, loads, unloads, or carries on any related activity on the public right-of-way shall be considered in violation of this section and subject to a stop work order, and the permit is subject to suspension or revocation.

1300.01.15 *Compaction Methods.* The use of dynamic, vibratory, or eccentric compaction methods are subject to the review and approval of the City Engineer, in advance of use. If the City Engineer determines that the contractor's compaction methods are detrimental to surrounding properties, the contractor shall modify the compaction methods as needed.

1300.01.16 *Material Stockpile Heights.* Onsite material stockpiles shall not exceed 20 feet in height, unless otherwise approved by the City Engineer.

1300.01.17 *Requirements during weather emergency.* It is the responsibility of the owner and contractor to have construction materials removed from the project site or secured at the project site at least 72 hours prior to the predicted landfall of a tropical storm or hurricane.

(1) *Applicability.* At least 72 hours prior to the predicted landfall of a tropical storm or hurricane for any portion of Volusia County, as determined by the National Weather Service, National Hurricane Center or appropriate weather agency or as provided in the city's emergency plan; or upon order of the City Engineer in anticipation of a storm emergency; all construction materials, including roof tiles, on all project sites within the city shall be secured and stored onsite in a safe manner or removed so that no material can become a safety hazard with hurricane or tropical storm force winds.

(2) *Notice.* Media broadcasts or notices issued by the National Weather Service or National Hurricane Center of an approaching tropical storm or a hurricane is hereby deemed notice to the owner or contractor. The owner and contractor are responsible for the project site and must secure onsite or remove from the site any construction materials or debris in order to protect against the effect of hurricane or tropical storm force winds. By holding a building permit during hurricane season, the contractor agrees to monitor the National Weather Service and the National Hurricane Center for weather emergencies.

(3) *Inspection.* A pre-storm inspection shall be required for all active construction sites involving exterior work and/or exterior storage of materials. The owner and contractor shall be responsible for insuring that the construction site has passed inspection prior to the issuance of a tropical storm warning or hurricane warning. The owner or contractor shall be available by phone until the site has passed the pre-storm inspection. Failure to properly secure a job site and pass inspection will be considered a violation of this ordinance. The city may recover as costs of repairs or compliance the costs associated with securing job sites that have not complied with this section in addition

to any fines imposed by the code board, and such costs shall constitute a lien on the property.

(4) *Materials stockpiled on site.* Materials stockpiled on any construction site shall be handled as follows:

a. Band construction materials together and fasten them to the structure in such a manner to prevent the material from becoming airborne during a tropical storm or hurricane; or

b. Remove construction materials from the top of the structure and secure them to the ground; or

c. Remove construction materials from the project site; or

d. Store construction materials inside a structure if said structure is secure from tropical or hurricane force wind loads.

e. Remove or secure any temporary signage not designed to meet hurricane wind loads.

(5) The contents of construction site dumpsters must be removed or weighted and secured with rope, mesh or other durable, wind resistant material.

(6) Portable toilets shall be secured to the structure, dumpster or emptied and laid horizontal and secured to the ground.

(7) During the National Weather Service designated hurricane season, building or roofing materials shall not be loaded on a roof earlier than ten working days prior to the permanent installation of the materials.

(8) Material capable of becoming airborne. Construction materials, debris or any material capable of becoming airborne shall remain secured and stored on the project site or shall be removed from the project site until the National Weather Service, National Hurricane Center, or the city through local action has removed all persons of the city from those areas included in a tropical storm warning or hurricane warning. Construction shall not resume on any construction site until the site is brought into compliance with the construction site management plan.

ITB 02-22-ENG: ELEVATION OF THREE (3) FLOOD-PRONE HOMES

Addendum 1: March 23, 2022

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 1** to ITB 02-22-ENG, Elevation of Three (3) Flood-Prone Homes, released on March 2, 2022.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted ITB 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.**

The Bid opening remains May 2, 2022 at 3:00 PM.

Clarifications:

- Section III.B, Work Requirements: Preliminary Structural Evaluation Assessments are mentioned as being attached. This information was inadvertently not provided. This information is dated 2019 and may not be issued by the City of New Smyrna Beach for this advertisement. The assessments were originally submitted to FEMA in 2019 as part of a grant application to prove that the homes were structurally sound to sustain elevation work at that time. Once a contract is awarded, the homeowners may provide the assessments to the awarded Contractor if the homeowners wish to do so.

- Section VI, Total Bid Proposal, Bid Alternative Per Address: For the Concrete Slab Scanning Reports, please refer to Attachment Q labeled “Pro Scan Files”.

Additional Language:

The following language is hereby added as part of the ITB/Bid Documentation:

- Subcontracting/Assignment: Contractor shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of the City. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under this contract.

- Independent Contractor: The Contractor expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing City to exercise control or direction over the manner or method by which Contractor or its subcontractors perform in providing the requirements stated in this Request for Qualification.

- Monitoring Performance: The City shall have the unfettered right to monitor and audit the Contractor's work in every respect. In this regard, the Contractor shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Contractor shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Contractor's work and performance under this contract. In the event any such material is not held by the Contractor in its original form, a true copy shall be provided.

Additional Requirements:

The following information are requirements as part of your submittal.

a. Name and brief history of firm

b. Location of office(s)

c. List of contractor's key personnel (with titles) and sub-contractors (specify specialty) to be assigned to this contract. Include a staffing configuration (organizational chart) and brief resumes for all pertinent key personnel

d. Brief description of prior experience performing elevation services, and familiarity with FEMA-funded projects, if any

ALL OTHER AREAS OF THE BID DOCUMENT REMAIN THE SAME

END OF ADDENDUM 1

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by:

_____

Proposer Signature

_____

Firm Name

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Coordinator
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

ITB No. 02-22-ENG

Elevation of three (3) Flood-Prone Homes

RESPONSE DEADLINE: May 2, 2022 at 3:00 pm

Report Generated: Thursday, August 25, 2022

SELECTED VENDOR TOTALS

Vendor	Total
Byrdson Services, LLC	$994,300.00

610 GOODWIN AVENUE

					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1A	Boundary Survey, Structural Assessment, Engineering, and Drawings	1	LUMP SUM	$10,000.00	$10,000.00
X	1B	Permits and Bonds	1	LUMP SUM	$6,800.00	$6,800.00
X	1C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM	$15,000.00	$15,000.00
X	1D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM	$5,000.00	$5,000.00
X	1E	Erosion and Sediment Control	1	LUMP SUM	$3,000.00	$3,000.00
X	1F	Demolition, Removal, and Disposal of Existing Foundation	1	LUMP SUM	$5,000.00	$5,000.00
X	1G	Foundation Construction	1	LUMP SUM	$78,000.00	$78,000.00

Selected	Line Item	Description	Quantity	Unit of Measure	Byrdson Services, LLC	
					Unit Cost	Total
X	1H	Lift Structure (tunnel, beams, cribbing, and jacks)	1	LUMP SUM	$66,000.00	$66,000.00
X	1I	Front Entry Landing, Stairs, and Lift	1	LUMP SUM	$10,000.00	$10,000.00
X	1J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM	$10,000.00	$10,000.00
X	1K	Convert Existing Garage, if applicable, to Non-Air Conditioned Space	1	LUMP SUM	$5,000.00	$5,000.00
X	1L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM	$2,000.00	$2,000.00
X	1M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM	$10,000.00	$10,000.00
X	1N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM	$5,000.00	$5,000.00
X	1O	Archaeological Services	1	LUMP SUM	$3,500.00	$3,500.00
X	1P	Project Administration - Coordinate with City and Grant Manager regarding DEM Documents (Quarterly Reports and Grant Close-Out Deliverables) as well as with the Homeowner during construction	1	LUMP SUM	$27,000.00	$27,000.00
X	1Q	Elevation Certificate	1	LUMP SUM	$1,000.00	$1,000.00
Total						$262,300.00

2636 SUNSET DRIVE

Selected	Line Item	Description	Quantity	Unit of Measure	Byrdson Services, LLC	
					Unit Cost	Total
X	2A	Boundary Survey, Structural Assessment, Engineering, and Drawings	1	LUMP SUM	$14,000.00	$14,000.00
X	2B	Permits and Bonds	1	LUMP SUM	$10,000.00	$10,000.00
X	2C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM	$20,000.00	$20,000.00
X	2D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM	$9,000.00	$9,000.00
X	2E	Erosion and Sediment Control	1	LUMP SUM	$5,000.00	$5,000.00
X	2F	Demolition, Removal, and Disposal of Existing Foundation	1	LUMP SUM	$10,000.00	$10,000.00
X	2G	Foundation Construction	1	LUMP SUM	$105,000.00	$105,000.00
X	2H	Lift Structure (tunnel, beams, cribbing, and jacks)	1	LUMP SUM	$84,000.00	$84,000.00
X	2I	Front Entry Landing, Stairs, and Lift	1	LUMP SUM	$16,000.00	$16,000.00
X	2J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM	$16,000.00	$16,000.00
X	1K	Convert Existing Garage, if applicable, to Non-Air Conditioned Space	1	LUMP SUM	$18,000.00	$18,000.00
X	2L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM	$7,000.00	$7,000.00
X	2M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM	$10,000.00	$10,000.00
X	2N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM	$13,000.00	$13,000.00
X	2O	Archaeological Services	1	LUMP SUM	$3,500.00	$3,500.00

Selected	Line Item	Description	Quantity	Unit of Measure	Byrdson Services, LLC	
					Unit Cost	Total
X	2P	Project Administration - Coordinate with City and Grant Manager regarding DEM Documents (Quarterly Reports and Grant Close-Out Deliverables) as well as with the Homeowner during construction	1	LUMP SUM	$27,000.00	$27,000.00
X	2Q	Elevation Certificate	1	LUMP SUM	$3,000.00	$3,000.00
Total						$370,500.00

2700 SUNSET DRIVE

Selected	Line Item	Description	Quantity	Unit of Measure	Byrdson Services, LLC	
					Unit Cost	Total
X	3A	Boundary Survey, Structural Assessment, Engineering, and Drawings	1	LUMP SUM	$12,000.00	$12,000.00
X	3B	Permits and Bonds	1	LUMP SUM	$8,000.00	$8,000.00
X	3C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM	$18,000.00	$18,000.00
X	3D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM	$6,000.00	$6,000.00
X	3E	Erosion and Sediment Control	1	LUMP SUM	$3,000.00	$3,000.00
X	3F	Demolition, Removal, and Disposal of Existing Foundation	1	LUMP SUM	$8,000.00	$8,000.00
X	3G	Foundation Construction	1	LUMP SUM	$90,000.00	$90,000.00

Selected	Line Item	Description	Quantity	Unit of Measure	Byrdson Services, LLC	
					Unit Cost	Total
X	3H	Lift Structure (tunnel, beams, cribbing, and jacks)	1	LUMP SUM	$78,000.00	$78,000.00
X	3I	Front Entry Landing, Stairs, and Lift	1	LUMP SUM	$10,000.00	$10,000.00
X	3J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM	$10,000.00	$10,000.00
X	1K	Convert Existing Garage, if applicable, to Non-Air Conditioned Space	1	LUMP SUM	$0.00	$0.00
X	3L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM	$2,000.00	$2,000.00
X	3M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM	$8,000.00	$8,000.00
X	3N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM	$8,000.00	$8,000.00
X	3O	Archaeological Services	1	LUMP SUM	$3,500.00	$3,500.00
X	3P	Project Administration - Coordinate with City and Grant Manager regarding DEM Documents (Quarterly Reports and Grant Close-Out Deliverables) as well as with the Homeowner during construction	1	LUMP SUM	$25,000.00	$25,000.00
X	3Q	Elevation Certificate	1	LUMP SUM	$3,000.00	$3,000.00
Total						$292,500.00

BID ALTERNATE PER ADDRESS – CONCRETE SLAB REINFORCEMENT

Please review the concrete slab scanning reports provided as an attachment to this bid advertisement. This bid alternate will be considered an additional item to the base bid if the homes will require concrete slab reinforcement in order to be elevated safely and without compromising the structural integrity of the structures.

Selected	Line Item	Description	Quantity	Unit of Measure	Byrdson Services, LLC	
					Unit Cost	Total
X	1 Alternative	610 Goodwin Avenue	1	LUMP SUM	$15,000.00	$15,000.00
X	2 Alternative	2636 Sunset Drive	1	LUMP SUM	$23,000.00	$23,000.00
X	3 Alternative	2700 Sunset Drive	1	LUMP SUM	$31,000.00	$31,000.00
Total						$69,000.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Byrdson Services, LLC
Business Name and Address	Pass
Employer Identification Number	Pass
Solicitation Document Review	Pass
Bid Bond	Pass
Contract Execution, Payment Bond, and Performance Bond	Pass
Drug-Free Workplace Certification	Pass
Drug-Free Workplace Certification Site Information	Pass
References	Pass
Non-Collusion Affidavit	Pass

Question Title	Byrdson Services, LLC
Conflict of Interest - Vendor Acknowledgment	Pass
Statements	Pass
Potential Conflict of Interest	Pass
Required City Forms - Non-Notarized	Pass
Required City Forms - Notarized	Pass
References	Pass
Litigation history	Pass

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Coordinator
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

ITB No. 02-22-ENG

Elevation of three (3) Flood-Prone Homes

RESPONSE DEADLINE: May 2, 2022 at 3:00 pm

Report Generated: Tuesday, May 3, 2022

SELECTED VENDOR TOTALS

Vendor	Total
Byrdson Services, LLC	$994,300.00

610 GOODWIN AVENUE

					Byrdson Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1A	Boundary Survey, Structural Assessment, Engineering, and Drawings	1	LUMP SUM	$10,000.00	$10,000.00
X	1B	Permits and Bonds	1	LUMP SUM	$6,800.00	$6,800.00
X	1C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM	$15,000.00	$15,000.00
X	1D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM	$5,000.00	$5,000.00
X	1E	Erosion and Sediment Control	1	LUMP SUM	$3,000.00	$3,000.00
X	1F	Demolition, Removal, and Disposal of Existing Foundation	1	LUMP SUM	$5,000.00	$5,000.00
X	1G	Foundation Construction	1	LUMP SUM	$78,000.00	$78,000.00

Selected	Line Item	Description	Quantity	Unit of Measure	Byrdson Services, LLC	
					Unit Cost	Total
X	1H	Lift Structure (tunnel, beams, cribbing, and jacks)	1	LUMP SUM	$66,000.00	$66,000.00
X	1I	Front Entry Landing, Stairs, and Lift	1	LUMP SUM	$10,000.00	$10,000.00
X	1J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM	$10,000.00	$10,000.00
X	1K	Convert Existing Garage, if applicable, to Non-Air Conditioned Space	1	LUMP SUM	$5,000.00	$5,000.00
X	1L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM	$2,000.00	$2,000.00
X	1M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM	$10,000.00	$10,000.00
X	1N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM	$5,000.00	$5,000.00
X	1O	Archaeological Services	1	LUMP SUM	$3,500.00	$3,500.00
X	1P	Project Administration - Coordinate with City and Grant Manager regarding DEM Documents (Quarterly Reports and Grant Close-Out Deliverables) as well as with the Homeowner during construction	1	LUMP SUM	$27,000.00	$27,000.00
X	1Q	Elevation Certificate	1	LUMP SUM	$1,000.00	$1,000.00
Total						$262,300.00

2636 SUNSET DRIVE

Selected	Line Item	Description	Quantity	Unit of Measure	Byrdson Services, LLC	
					Unit Cost	Total
X	2A	Boundary Survey, Structural Assessment, Engineering, and Drawings	1	LUMP SUM	$14,000.00	$14,000.00
X	2B	Permits and Bonds	1	LUMP SUM	$10,000.00	$10,000.00
X	2C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM	$20,000.00	$20,000.00
X	2D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM	$9,000.00	$9,000.00
X	2E	Erosion and Sediment Control	1	LUMP SUM	$5,000.00	$5,000.00
X	2F	Demolition, Removal, and Disposal of Existing Foundation	1	LUMP SUM	$10,000.00	$10,000.00
X	2G	Foundation Construction	1	LUMP SUM	$105,000.00	$105,000.00
X	2H	Lift Structure (tunnel, beams, cribbing, and jacks)	1	LUMP SUM	$84,000.00	$84,000.00
X	2I	Front Entry Landing, Stairs, and Lift	1	LUMP SUM	$16,000.00	$16,000.00
X	2J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM	$16,000.00	$16,000.00
X	1K	Convert Existing Garage, if applicable, to Non-Air Conditioned Space	1	LUMP SUM	$18,000.00	$18,000.00
X	2L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM	$7,000.00	$7,000.00
X	2M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM	$10,000.00	$10,000.00
X	2N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM	$13,000.00	$13,000.00
X	2O	Archaeological Services	1	LUMP SUM	$3,500.00	$3,500.00

Selected	Line Item	Description	Quantity	Unit of Measure	Byrdson Services, LLC	
					Unit Cost	Total
X	2P	Project Administration - Coordinate with City and Grant Manager regarding DEM Documents (Quarterly Reports and Grant Close-Out Deliverables) as well as with the Homeowner during construction	1	LUMP SUM	$27,000.00	$27,000.00
X	2Q	Elevation Certificate	1	LUMP SUM	$3,000.00	$3,000.00
Total						$370,500.00

2700 SUNSET DRIVE

Selected	Line Item	Description	Quantity	Unit of Measure	Byrdson Services, LLC	
					Unit Cost	Total
X	3A	Boundary Survey, Structural Assessment, Engineering, and Drawings	1	LUMP SUM	$12,000.00	$12,000.00
X	3B	Permits and Bonds	1	LUMP SUM	$8,000.00	$8,000.00
X	3C	Mobilization, Temporary Pole, and Site Preparation for Elevation	1	LUMP SUM	$18,000.00	$18,000.00
X	3D	Dumpster / Trash Removal and Job Site Port-a-Potty	1	LUMP SUM	$6,000.00	$6,000.00
X	3E	Erosion and Sediment Control	1	LUMP SUM	$3,000.00	$3,000.00
X	3F	Demolition, Removal, and Disposal of Existing Foundation	1	LUMP SUM	$8,000.00	$8,000.00
X	3G	Foundation Construction	1	LUMP SUM	$90,000.00	$90,000.00

Selected	Line Item	Description	Quantity	Unit of Measure	Byrdson Services, LLC	
					Unit Cost	Total
X	3H	Lift Structure (tunnel, beams, cribbing, and jacks)	1	LUMP SUM	$78,000.00	$78,000.00
X	3I	Front Entry Landing, Stairs, and Lift	1	LUMP SUM	$10,000.00	$10,000.00
X	3J	Rear Entry Deck, Landing, and Stairs	1	LUMP SUM	$10,000.00	$10,000.00
X	1K	Convert Existing Garage, if applicable, to Non-Air Conditioned Space	1	LUMP SUM	$0.00	$0.00
X	3L	Elevate Utilities (Air Handler, Electric Outlets, etc.)	1	LUMP SUM	$2,000.00	$2,000.00
X	3M	Utility Disconnects and Reconnects (Water, Sewer, Electric, Gas, and HVAC)	1	LUMP SUM	$8,000.00	$8,000.00
X	3N	Site Restoration / Final Grading, Sod, Irrigation, and Landscaping	1	LUMP SUM	$8,000.00	$8,000.00
X	3O	Archaeological Services	1	LUMP SUM	$3,500.00	$3,500.00
X	3P	Project Administration - Coordinate with City and Grant Manager regarding DEM Documents (Quarterly Reports and Grant Close-Out Deliverables) as well as with the Homeowner during construction	1	LUMP SUM	$25,000.00	$25,000.00
X	3Q	Elevation Certificate	1	LUMP SUM	$3,000.00	$3,000.00
Total						$292,500.00

BID ALTERNATE PER ADDRESS – CONCRETE SLAB REINFORCEMENT

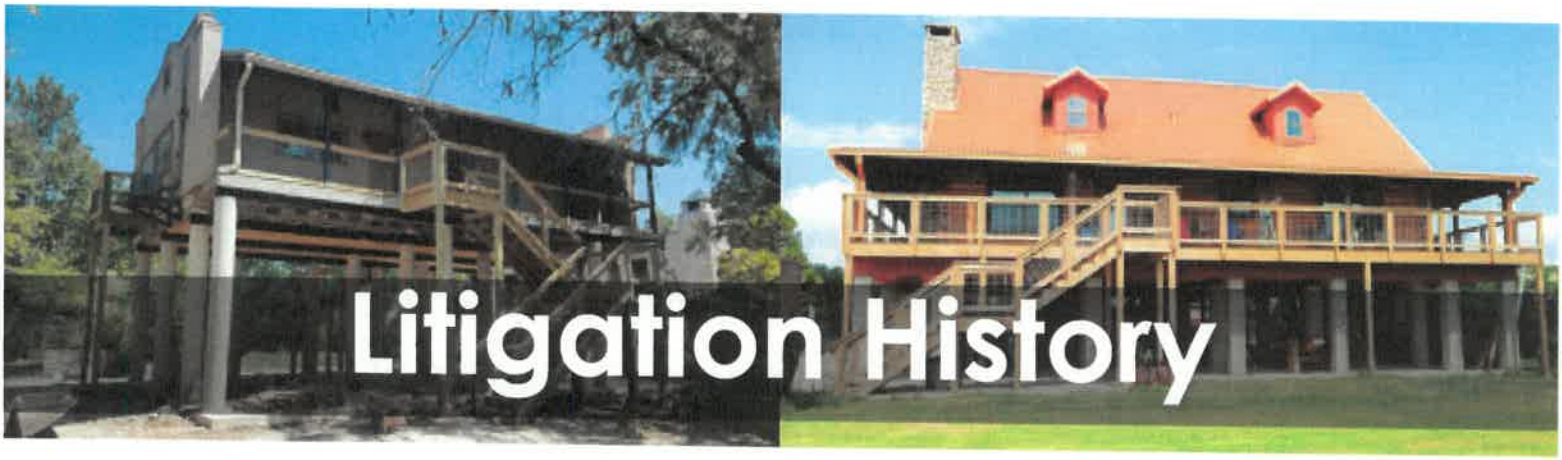
Please review the concrete slab scanning reports provided as an attachment to this bid advertisement. This bid alternate will be considered an additional item to the base bid if the homes will require concrete slab reinforcement in order to be elevated safely and without compromising the structural integrity of the structures.

Selected	Line Item	Description	Quantity	Unit of Measure	Byrdson Services, LLC	
					Unit Cost	Total
X	1 Alternative	610 Goodwin Avenue	1	LUMP SUM	$15,000.00	$15,000.00
X	2 Alternative	2636 Sunset Drive	1	LUMP SUM	$23,000.00	$23,000.00
X	3 Alternative	2700 Sunset Drive	1	LUMP SUM	$31,000.00	$31,000.00
Total						$69,000.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Byrdson Services, LLC
Business Name and Address	Pass
Employer Identification Number	Pass
Solicitation Document Review	Pass
Bid Bond	Pass
Contract Execution, Payment Bond, and Performance Bond	Pass
Drug-Free Workplace Certification	Pass
Drug-Free Workplace Certification Site Information	Pass
References	Pass
Non-Collusion Affidavit	Pass

Question Title	Byrdson Services, LLC
Conflict of Interest - Vendor Acknowledgment	Pass
Statements	Pass
Potential Conflict of Interest	Pass
Required City Forms - Non-Notarized	Pass
Required City Forms - Notarized	Pass
References	Pass
Litigation history	Pass



Litigation History

Byrdson Services, LLC understands we must include in this **ITB** response a complete disclosure of any alleged or significant contractual failures.

Byrdson Services, LLC does not have any alleged or significant contractual failures. In Addition, Byrdson Services, LLC does not have any civil or criminal litigation or investigation pending over the last three (3) years that involves Byrdson Services, LLC, or in which we have been judged guilty or liable in any state, territory, or country.

Byrdson Services, LLC understands, failure to comply with the terms of this provision may disqualify Byrdson Services, LLC. We understand the **ITB** Response may be rejected based upon our prior history with any Federal Agency, the State of **Florida**, City, or with any other party that demonstrates, without limitations, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet the contractual obligations.

Byrdson Services, LLC is not and has never been listed on the federal debarred list and we understand any changes to our good standing status, must be made known to the City of **New Smyrna Beach.** We will also inform the City of **New Smyrna Beach** if there are any changes to the good standing status of our potential sub-consultants.

Byrdson Services, LLC or any of our potential sub-consultants is not and has never been suspended, we understand any changes to the good standing status, must be made known with an explanation of any pending resolution of any circumstances.

Jim Griffin, President

4-20-22
Date

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, personally appeared **Jim Griffin**,

who being duly sworn, says as follows:

1. That he/she is employed as **President** of
Title of Company Representative
Byrdson Services, LLC.
Name of Company

2. That **Byrdson Services, LLC**, an officer, director or affiliate, has not
Name of Company

been convicted of a public entity crime after July 1st, 1989, within the meaning of

Section 287.133 of the Florida Statutes.

Signature of Company Representative

NOTARY ACKNOWLEDGEMENT:

STATE OF ~~FLORIDA~~ Texas
COUNTY OF Jefferson

THE FOREGOING INSTRUMENT was acknowledged before me this **20** day of

April, 20 **22**, by **Jim Griffin**
Name of Company Representative

who is personally known to me and who did not take an oath = **OR** = who produced a

Drivers License as identification and who did / did not

take an oath.

Ryan Webb
Typed Name of Notary Public

Signature of Notary Public

My Commission Expires: **03-26-2024**

RYAN MICHAEL WEBB
Notary Public, State of Texas
Comm. Expires 03-26-2024
Notary ID 132418301

VENDOR INFORMATION

BID #:	ITB 02-22-ENG
BID TITLE:	Elevation of three (3) Flood-Prone Homes

Respondent Information	
Company Name: Byrdson Services, LLC	Federal Employer Identification Number or SS Number: 56-2671960 DUN Number: 806732512
Mailing Address 1245 West Cardinal Drive	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code Beaumont, TX 77705	Incorporated in the State of: Texas/Florida
Corporate Address: 1245 West Cardinal Drive	What kind of business: "For Profit" or "Not for Profit" For Profit Construction Services Is Firm in good standing: (Yes) or No Authorized to transact business in Florida (Yes) or No
City, State, Zip Code Beaumont, TX 77705	State of Florida Department of State Certificate of Authority Document No: M19000007675
Telephone No. 877.390.5438	
Email Address: erin@excellohomes.com	
If remittance address is different from the mailing address so indicate below. N/A	
List Principals (Print):	
President: Jim Griffin	Vice President: Joellen Hall
Secretary: N/A	Treasurer: N/A
Other: N/A	Other: N/A

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

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

Authorized Signature

Jim Griffin
Printed Name

Title: President

Date: 4/20/2022

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Byrdson Services, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

1245 West Cardinal Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Beaumont, Texas 77705

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	6	–	2	6	7	1	9	6	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); 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 ▶ _____ Date ▶ 4/28/22

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: X REVISED VENDOR:_____

DATE: 4.20.2022

VENDOR NAME: Byrdson Services,LLC

VENDOR DBA: N/A

PRODUCT/SERVICE PROVIDED: Residential New Construction, Rehabilitation and Home Elevation

DEPARTMENT: Byrdson Services, LLC - Marketing Dept

PREPARED BY: Erin Broussard

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
Byrdson Services, LLC	*Byrdson Services, LLC*	Byrdson Services, LLC
ADDRESS	ADDRESS	ADDRESS
1245 West Cardinal Drive	1245 West Cardinal Drive	1245 West Cardinal Drive
Beaumont, Texas	Beaumont, Texas	Beaumont, Texas
CITY/STATE	CITY/STATE	CITY/STATE
77705	77705	77705
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Jim Griffin

E-MAIL: erin@byrdsonservices.com

OFFICE PHONE: 877.390.5438

FAX: 409.299.3403

MOBILE PHONE: 409.203.4075

FEDERAL TAX ID#: 56-2671960

DUNS Number: 806732512

Conflict of Interest Disclosure Form

PROJECT (RFQ, RFP, ITN) NUMBER: ITB 02-22-ENG

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, directs, 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 check one of the following statements and attach necessary documents if necessary:

X To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Legal Name of Respondent: Byrdson Services, LLC

Authorized Signature: _____

Name (print or type): Jim Griffin

Title: President

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

DRUG-FREE WORKPLACE CERTIFICATION

A. The below Firm certifies that it will or will continue to provide a drug-free workplace by:

(a) 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.

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace.
(2) The employer's policy of maintaining a drug-free workplace.
(3) Any available drug counseling, rehabilitation, and employee assistance programs, and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) 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);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the Employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Consultants of convicted 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.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted.

(1) 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

(2) 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.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Firm may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Place of performance (street address, city, county, state, zip code)

1245 West Cardinal Drive, Beaumont, TX 77705

4331 Molino Meadows Road, Molino, FL 32577

Check [ ] if there are workplaces on file that are not identified here.

As a duly authorized representative of the Firm, I hereby certify that the Firm will comply with the above certifications.

Byrdson Services, LLC

Firm Name

Jim Griffin - President

Printed Name and Title of Authorized Representative

Signature

4.20.2022

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

STATEMENT OF INSURANCE COMPLIANCE

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

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

Byrdson Services, LLC

PROPOSER/BIDDER

AUTHORIZED SIGNATURE

President

OFFICER TITLE

4.20.2022

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL



Conflict of Interest

Byrdson Services, LLC Does Not have any real or potential conflict of interest providing services or regarding this ITB 02-22-ENG ELEVATION OF THREE (3) FLOOD-PRONE HOMES, including all existing or prior arrangements.

Byrdson Services, LLC does not have any activities of affiliated or parent organizations and individuals who may be assigned to manage this account.

4.20.22

Jim Griffin, President — Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

None

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

4.20.22

Date

PROPOSER'S CERTIFICATION

I have carefully examined the Solicitation, Overview, Background of the City, Scope of Services, General Terms and Conditions, Format of Submission, and any other documents accompanying or made a part of this Solicitation.

I hereby propose to furnish the services specified in the Solicitation at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to Sixty Days (60) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business: Byrdson Services, LLC

Sworn to and subscribed before me by:

Signature:

This 20 day of April, 2022

Jim Griffin, President
Name & Title, Typed or Printed

Signature of Notary

RYAN MICHAEL WEBB
Notary Public, State of Texas
Comm. Expires 03-26-2024
Notary ID 132418301

1245 West Cardinal Drive
Mailing Address

Notary Public, State of Texas

Beaumont, Texas 77705
City, State, Zip Code

Personally Known – OR- Produced Identification Personally Known

Telephone Number 409.782.6119

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Jim Griffin, President
(Print Individual's Name and Title)
for Byrdson Services, LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is Residential Construction / New Construction / Home Elevation / Rehabilitation

and (if applicable) its Federal Employer Identification Number (FEIN) is 56-2671960

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

RYAN MICHAEL WEBB
Notary Public, State of Texas
Comm. Expires 03-26-2024
Notary ID 132418301

_____
(Signature)

Sworn and subscribed before me this 20 day of April, 2022.

Personally known Jim Griffin

Ryan Webb
(Notary)

OR produced identification _____

Notary Public State of Texas

_____
(Type of Identification)

My commission expires: 03-24-2026

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Texas

County of Jefferson

Jim Griffin, being first duly sworn, deposes and says that:

He/she is President of Byrdson Services, LLC, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

President

Title

Subscribed and sworn to before me this 20 day of April, 2022.

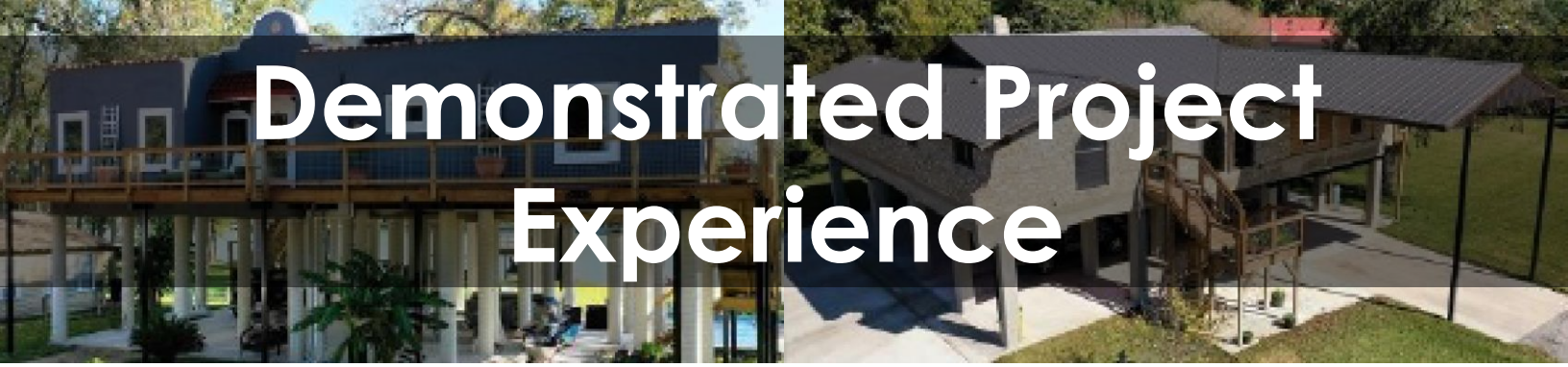
Design Team Lead, Notary

Title

My Commission Expires: 3-24-2026

RYAN MICHAEL WEBB
Notary Public, State of Texas
Comm. Expires 03-26-2024
Notary ID 132418301

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

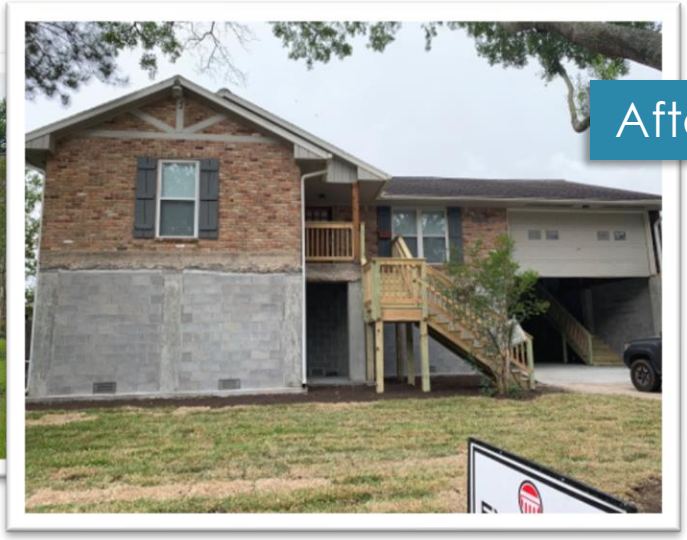


Demonstrated Project Experience

Name of Client:	**Tony Harris**
Address:	5807 Reamer St. Houston, TX 77074
Phone Number:	(713)557-7396
Project Start/End Date:	10/31/19-5/11/20
Change Order:	Additional Landing/Decking
Key Staff on Project:	Sally Byrd, Jim Griffin, Joellen Hall, Carl Galvan, Eduardo Barragan, Erin Broussard, Ryan Webb
Program Admin:	Jedediah Greenfield – City of Houston MPA, CTCD, CTCM 901 Bagby, Houston, TX 77002 832.395.3754 Tel jedediah.greenfield@houstontx.gov
Project Contract Amount:	$237,250.80, Change Order: $1,500.00

The Scope of Work includes the elevation of the lowest floor structure of single-family homes to meet the required level of protection based on the flood zone data for the specific location. This allows the living area of the home (lowest floor structure) will be above the one percent (1%) chance flood event flood level, such as the one hundred-year flood. This entire project complied with SFHA and City Permitting Requirements. Slab Elevation of residence; work included disconnection and reconnection of all utilities, continuous steel reinforced concrete foundation, construction of landings, stairs and handrails, and all related improvements made after elevation was complete as well as, following all Homeowners Associations (HOA) guidelines. Upon completion of the home, we provided a 10/2/1 warranty from a third-party warranty company. This included 1-year workmanship and materials, 2-year mechanical reconnections and 10-year structural foundation system.





Name of Client:	**Kelly Mahon**
Address:	18702 Upper Bay Rd. Nassau Bay, TX 77058
Phone Number:	(281)236-4210
Project Start/End Date:	7/19/21-10/4/21
Key Staff on Project:	Sally Byrd, Jim Griffin, Joellen Hall, Carl Galvan, Eduardo Barragan, Erin Broussard, Ryan Webb
Program Admin:	Jason Reynolds-City Manager 1800 Space Park Boulevard, Ste 200, Nassau Bay, TX 77058 281.336.6298 Tel jason.reynolds@nassaubay.com
Project Contract Amount:	$296,130.60

The Scope of Work included Single Family Homes that were previously below flood level and were elevated approximately 10 feet above grade in accordance to plans and specification from a Professional Engineer. This entire project complied with TWIA, SFHA, TDI and City Permitting Requirements. Slab elevation of residence; work included disconnection and reconnection of all utilities, continuous steel reinforced concrete foundation, installation of block wall, construction of landings, stairs and handrails, and all related improvements made after elevation was complete. This included any necessary finish work required to meet code as required by the city. As well as, meeting all Homeowners Associations (HOA) guidelines. Upon completion of the home, we provided a 10/2/1 warranty from a third-party warranty company. This included 1-year workmanship and materials, 2-year mechanical reconnections and 10-year structural foundation system. Approximately $5.2 million dollars of contracted projects completed.



Before



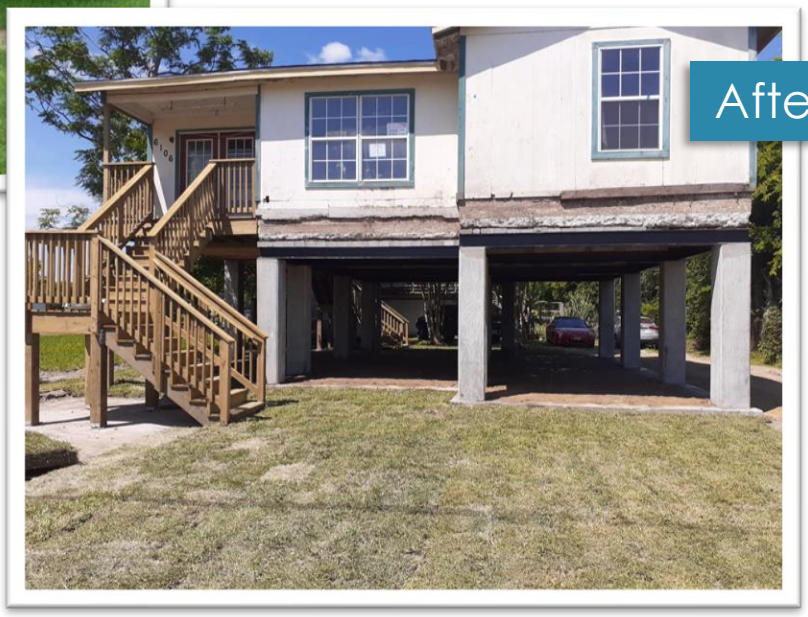
After

Name of Client:	**Anna Nguyen**
Address:	6106 Hwy 6, Hitchcock, TX 77563
Phone Number:	(832)221-9167
Project Start/End Date:	2/6/20-5/1/20
Key Staff on Project:	Sally Byrd, Jim Griffin, Joellen Hall, Carl Galvan, Eduardo Barragan, Erin Broussard, Ryan Webb
Program Admin:	Jim Gentile- Director 722 Moody Avenue, Galveston, Texas 77550 409.762.8621 Tel James.Gientile@galvestoncountytx.gov
Project Contract Amount:	$152,444.21

The Scope of Work included Single Family Homes that were previously below Flood Level and were elevated approximately 10 feet Above Grade in accordance to Plans and Specification from a Professional Engineer. This entire project complied with SFHA and City Permitting Requirements. Slab Elevation of residence; work included disconnection and reconnection of all utilities, continuous steel reinforced concrete foundation, construction of landings, stairs and handrails, and all related improvements made after elevation was complete. As well as, meeting all Homeowners Associations (HOA) guidelines. Upon completion of the home, we provided a 10/2/1 warranty from a third-party warranty company. This included 1-year workmanship and materials, 2-year mechanical reconnections and 10-year structural foundation system.



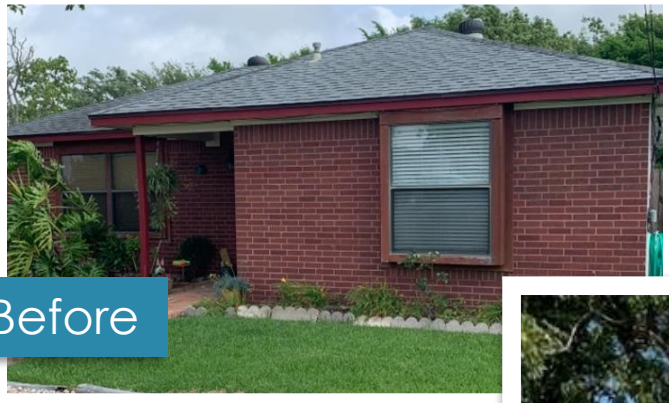
Before



After

Name of Client:	**Elaine Conely**
Address:	8006 Meadowbrook, Hitchcock, TX 77563
Phone Number:	(409)739-6498
Project Start/End Date:	6/7/19-8/30/19
Key Staff on Project:	Sally Byrd, Jim Griffin, Joellen Hall, Carl Galvan, Eduardo Barragan, Erin Broussard, Ryan Webb
Program Admin:	Jim Gentile- Director 722 Moody Avenue, Galveston, Texas 77550 409.762.8621 Tel James.Gientile@galvestoncountytx.gov
Project Contract Amount:	$93,798.15

The Scope of Work included Single Family Homes that were previously below Flood Level and were elevated approximately 10 feet Above Grade in accordance to Plans and Specification from a Professional Engineer. This entire project complied with SFHA and City Permitting Requirements. Slab Elevation of residence; work included disconnection and reconnection of all utilities, continuous steel reinforced concrete foundation, construction of landings, stairs and handrails, and all related improvements made after elevation was complete. As well as, meeting all Homeowners Associations (HOA) guidelines. Upon completion of the home, we provided a 10/2/1 warranty from a third-party warranty company. This included 1-year workmanship and materials, 2-year mechanical reconnections and 10-year structural foundation system.





Name of Client:	**Janie Means**
Address:	15701 Juneau Ln, Jersey Village, TX 77040
Phone Number:	(346)208-5837
Project Start/End Date:	4/16/21-7/1/21
Key Staff on Project:	Sally Byrd, Jim Griffin, Joellen Hall, Carl Galvan, Eduardo Barragan, Erin Broussard, Ryan Webb
Program Admin:	Austin Bless, City Manager 16327 Lakeview Drive, Jersey Village, TX 77040 713.466.2109 ables@jerseyvillagetx.com
Project Contract Amount:	$184,673.90

The Scope of Work included Single Family Homes that were previously below Flood Level and were elevated approximately 5 feet Above Grade in accordance to Plans and Specification from a Professional Engineer. This entire project complied with SFHA and City Permitting Requirements. Slab Elevation of residence; work included disconnection and reconnection of all utilities, continuous steel reinforced concrete foundation, construction of landings, stairs and handrails, and all related improvements made after elevation was complete. As well as, meeting all Homeowners Associations (HOA) guidelines. Upon completion of the home, we provided a 10/2/1 warranty from a third-party warranty company. This included I-year workmanship and materials, 2-year mechanical reconnections and 10-year structural foundation system. Excello Homes has a proven track record of completing homes in programs throughout Texas in less than scheduled completion date.



Before



After

Name of Client:	**Eugene & Jacqueline Ross**
Address:	7752 FM 365, Beaumont, TX 77705
Phone Number:	(409)720-9540
Project Start/End Date:	7/10/18-10/5/18
Key Staff on Project:	Sally Byrd, Jim Griffin, Joellen Hall, Carl Galvan, Eduardo Barragan, Erin Broussard, Ryan Webb
Program Admin:	Private Contract
Project Contract Amount:	$161,301.28

The Scope of Work included Single Family Homes that were previously below Flood Level and were elevated approximately 5 feet Above Grade in accordance to Plans and Specification from a Professional Engineer. This entire project complied with SFHA and City Permitting Requirements. Slab Elevation of residence; work included disconnection and reconnection of all utilities, continuous steel reinforced concrete foundation, construction of landings, stairs and handrails, and all related improvements made after elevation was complete. Upon completion of the home, we provided a 10/2/1 warranty from a third-party warranty company. This included I-year workmanship and materials, 2-year mechanical reconnections and 10-year structural foundation system. Excello Homes has a proven track record of completing homes in programs throughout Texas in less than scheduled completion date.





THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

CONSIDER THE APPROVAL OF A GRANT REQUEST TO WAIVE THE RENTAL FEE OF THE BRANNON CENTER FOR THE WESTSIDE COMMUNITY PARTNERS BLUES CONCERT EVENT 2022.

September 13, 2022

Background:

The Westside Community Partners would like to request the City of New Smyrna Beach waive the $2,500.00 rental fee of the Brannon Center for their Blues Event 2022. The event will be held on Saturday February 25, 2023. The rental waiver would be for full use of the Brannon Center from 8am until 11pm. Proceeds from this event allow the Westside Community Partners to support many charitable programs on the westside and throughout the larger community of NSB.

Findings:

Staff recommends the approval of the grant request for the Westside Community Partners rental waiver of the Brannon Center on February 25, 2023.

Fiscal Analysis:

The cost waived for the rental will be $2,500.00

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Admin/Contract Administrator

Attachments:

BC-WESTSIDE COMM PARTNERS 022523 - GRANT REQ.pdf

City of New Smyrna Beach - Grant Request

BRANNONCENTER

APPLICANT ORGANIZATION: Westside community partners

EXECUTIVE DIRECTOR: Lionel long

ORGANIZATION PHONE NUMBER: 386-846-5199

STREET ADDRESS: 802 e. 8th ave

MAILING ADDRESS: P.O. Box 1421 Nsb fl. 32170

GRANT CONTACT PERSON: Sandy philipsen

PHONE NUMBER OF CONTACT PERSON: 386-846-5199

E-MAIL ADDRESS: Sandraphilipsen@att.net

FLORIDA Not-For-Profit Corp. Charter Number: 858018563821c-9

FLORIDA Dept. of Agriculture & Consumer Svcs Registration #: N21000003635

EVENT NAME: Blues concert

EVENT DATE(S) and TIME(S): February 25 2023

AMOUNT REQUESTED: Full fee

On a separate sheet of paper, please provide a brief summary of the event. Include the budget for this event and explain how the funds raised will be distributed.

What other funding sources have been identified, requested or obtained?

None

To receive a grant award, are you willing to name and promote the Brannon Center and/or City of New Smyrna Beach as a sponsor? Yes

Please attach a copy of the organization's Internal Revenue Service Determination Letter for tax exempt status for 501 (c).

105 S Riverside Drive | New Smyrna Beach, Florida 32168 | 386-410-2880 | Fax 386-410-2888

Westside Community Partners

Children • Families • Opportunities

Dear City of New Smyrna

Westside Community Partners is a 501c and a Florida nonprofit. We support middle school, high school and families on the west side.

We run a summer program of enrichment and activities for middle school children that is free to attend.

This year we also gave out two $1500 scholarships to high school seniors and a $390 internship to a middle school student.

We sponsor a basketball program.

Our only fundraiser is this blues concert. We also receive contributions from interested citizens.

Our budget for this event is about $400 for the beer and wine we sell at the event and $1200 for Pack Rat's blues band which is half his usual cost.

Thank you for your consideration.

Sincerely

Sandy Philipsen
Treasurer

CITY OF NEW SMYRNA BEACH – BRANNON CENTER
FACILITY USE LICENSE AGREEMENT

105 SOUTH RIVERSIDE DRIVE, NEW SMYRNA BEACH, FL 32168
(386) 410-2880 * FAX (386) 410-2888

NAME OF EVENT: West side community partners DATE OF EVENT: 02/25/2023

DAY OF WEEK: Saturday TIMES OF EVENT (INC. SETUP): 8:00am-11:00pm

TYPE OF EVENT: Fundraiser EST. ATTENDANCE: 400

WILL YOU BE SERVING: FOOD ☐ BEVERAGE ☐ BEER/WINE/LIQUOR ☑

NAME OF APPLICANT/ORGANIZATION (LICENSEE): Westside community partners. Sandy philipsen

PHONE (DAY): (386) 846-5199 (EVENING) _____

EMAIL ADDRESS: sandraphilipsen@att.net sandyphilipsen@gmail.com

MAILING ADDRESS: 802 8th Ave, New Smyrna Beach, Florida 32169, US

PLEASE BE ADVISED THAT PARKING FOR CITY FACILITIES IS NOT GUARANTEED
SMOKING IS NOT PERMITTED AT THIS FACILITY

DATE BOOKED: 7/27/22

$ Full Building - $2,500.00 RENTAL FEE

$ _____ ADDITIONAL FEES ($100 FOR SERVING ALCOHOL MON – THURS)

$ _____ SALES TAX (6.0%) *SALES TAX EXEMPT CERTIFICATE: ☑

$ $2,500.00 TOTAL RENTAL FEE (MUST BE PAID **30 DAYS PRIOR TO RENTAL DATE**)

$ _____ PERFORMANCE GUARANTEE DEPOSIT (REQUIRE TO RESERVE DATE)

DATE DEPOSIT RECEIVED _____ CHECK # _____ CASH ☐ VISA ☐ MC ☐ DISC ☐

DATE RENTAL RECEIVED _____ CHECK # _____ CASH ☐ VISA ☐ MC ☐ DISC ☐

(CHECK MADE PAYABLE TO CITY OF NEW SMYRNA BEACH & DELIVERED TO 105 S. RIVERSIDE DR., NSB, FL 32169)

It is understood that the Licensee will be responsible for the building and/or grounds to be in good condition upon leaving and that all damage must be reported to the Brannon Center Staff immediately. It is also understood that the Licensee is responsible for payment of all scheduled dates in advance. The Brannon Center Staff must be notified in advance of all cancellations, with the Deposit & Cancellation provisions of the Brannon Center Terms and Conditions governing refunds of deposits.

In consideration of the privilege herein granted, Licensee will not claim any damages from Licensor in connection with or on account of any injuries or damages arising in or on the above-described property while being used by the Licensee and Licensee's members, guests, or invitees.

I have read and understand the rules, regulations and policies given to me at the time of this contract.

LICENSEE SIGNATURE _____ **DATE** 07/17/2022

BRANNONCENTER

CITY OF NEW SMYRNA BEACH – BRANNON CENTER
TERMS AND CONDITIONS

105 SOUTH RIVERSIDE DRIVE, NEW SMYRNA BEACH, FL 32168
(386) 410-2880 * FAX (386) 410-2888

The **Brannon Center** is the premier corporate and social venue for Central Florida. Conveniently located in New Smyrna Beach on the Intracoastal Waterway, the Brannon Center provides the ideal location for any type of event and includes banquet and meeting facilities, as well as ceremony sites.

The Brannon Center rental options include the Indian River Ballroom, Park View, and River View rooms. On Monday through Thursday, all rooms available separately, or for larger events, these spaces may be combined. On Friday through Sunday, only the entire building rental is available. The Center is ideal for meetings with breakout room options, weddings, anniversary parties, fundraisers, celebrations of life, and more.

For weddings, rental fees may include a complimentary one (1) hour rehearsal upon request. Rehearsals may be scheduled Monday – Thursday (excluding holidays) between 9 am and 3:30 pm. Reservations for rehearsals are booked one month prior to the event date and based on availability. Center staff does not provide coordination services.

PERFORMANCE GUARANTEE DEPOSIT & CANCELLATION

A refundable performance guarantee deposit is required to schedule an event and secure the date. Deposits are in addition to the rental fee, and when submitted, deposited into the City's General Fund. Deposits returned via City check, up to six (6) weeks following the event. Deductions may be made for damage, excessive cleaning, or time used beyond the contracted period.

Events are only reserved when the Facility Use Agreement is completed, sign and returned along with the deposit. We accept Visa, MasterCard, Discover, checks and cash (sorry, no American Express). No dates reserved without payment.

The cancellation policy is as follows: **6 - 12** months prior to event - deposit refunded and 100% refund on any payments made.

- **3 - 6** months prior to event - 100% refund on any payments made, no refund of deposit.
- **0 - 3** months prior to event - no refunds on payments, no refund of deposit.

If cancellation occurs within 30 days of the scheduled event, deposit and full rental payment will be forfeited. All cancellations must be submitted in writing.

CATERING, FOOD AND BEVERAGE

CATERED EVENTS

Catering fees are not included in the Center's rental price. The Center will work with the caterer of your choice, though a courtesy list is provided below of caterers who have successfully partnered with the Center in the past.

BRIAN'S BAR-B- QUE	(386) 736-8851	WEBSITE: www.briansbbq.com
CAREFREE CATERING	(386) 871-5547	WEBSITE: www.carefreecater.com
DUSTIN'S BAR-B-QUE	(386) 423.5299	WEBSITE: www.dustinsbarbq.com
PANHEADS CATERING	(386) 872-4924	WEBSITE: www.panheadspizzeria.com
PUFF N' STUFF EVENTS	(407) 629.7833	WEBSITE: www.puffnstuff.com
RIVER CITY CATERING	(407) 324-4343	WEBSITE: www.rccatering.com
RIVERSIDE CATERING	(386) 409-5588	WEBSITE: www.riversidecateringandmarket.com
SONAPA GRILL	(386) 402-8647	WEBSITE: www.sonapa.com
SOUTH OF THE MOUTH CAFÉ	(386) 428-0838	WEBSITE: www.southofthemouth.com

Coordinate with your chosen caterer to determine what services will be provided. Many caterers have or will develop packages to include set-up/decoration, service and clean up, as well as linens, china, centerpieces, etc. If a caterer has not worked at the Center previously, they must submit license and insurance information and conduct a site visit prior to your event.

NON-CATERED EVENTS

Kitchen facilities are available only to the caterers although the licensee may bring in and serve simple or prepared food items Monday – Friday 8:00 am –2:00 pm. The following are examples of simple or prepared food items: breakfast pastries & boxed lunches. No heating elements are permitted. The licensee is responsible for clean up; all of which must occur during the rental period. Center staff must be informed no less than thirty (30) days prior to the rental period if you plan to serve any non-catered food.

COMPLIANCE WITH ORDINANCE 17-19

Licensee expressly agrees to follow the provisions of City Ordinance No. 17-19, and will refrain from using and distributing polystyrene or polypropylene food service articles and plastic straws, as well as forbid any caterers, vendors, or subsidiaries with whom Licensee contracts to use or distribute such at the Center for Licensee's event. Nothing in these Terms and Conditions shall be construed to stop Licensee or its caterers, vendors, or subsidiaries from using alternative materials in their take-out containers and straws, provided they are not composed of the aforementioned prohibited materials.

COMPLIANCE WITH NOISE ORDINANCE 38-72

It shall be unlawful for any person to make, continue, or cause to be made or continued any unreasonably loud, excessive, unnecessary or unusual noise **after 10:00 pm.** Music must be turned down at this time.

ALCOHOLIC BEVERAGE POLICY

All alcoholic beverages must be served via your chosen caterer. Please contact your chosen caterer to learn their policies and procedures regarding alcohol service.

SET-UP

- Licensee is required to submit a floor plan of desired set-up no less than ten (10) days before rental period. Use of the Center's tables, chairs, A/V equipment and podium is included with the rental. Center staff will set-up tables and chairs provided by the facility but all outside equipment must be set-up by licensee or contracted vendor.
- For non-catered events or events where the caterer will not provide set-up/decoration, the rental period must include ALL time needed by the licensee and vendors for decoration, set-up in excess of table and chair arrangement, and clean up.
- Decorations are permitted within reason. They must be approved by Center management no less than ten (10) days prior to your event. **Candles, balloons, glitter, flower petals on floor or other confetti-like decorations, dry ice/fog machines and cold spark machines ARE NOT PERMITTED**. Tape, tacks, nails, staples, etc. are not permitted to attach decorations.

CLEAN UP

- The rental facility must be returned to the condition it was provided to the licensee.
- Tables and chairs must be cleared of all debris.
- All equipment and materials that are not Center property must be removed. The Center is not responsible for any materials left behind.
- Waste and all paper products must be placed in the dumpster.
- For non-catered events or events where the caterer will not provide clean-up, the rental period must include ALL time needed by the licensee and vendors for set-up/decoration, clean-up and to remove all materials that are not Center property.

INITIAL

Sp Rental times MUST INCLUDE all set-up and breakdown of the event. All guests and vendors must vacate the building by the end of the rental period. This includes caterers, DJs, bands, rental services, etc. No Exceptions.

Sp Deposit must be paid to hold any event date. Deposits are in addition to the rental fee, and when submitted, are deposited into the City's General Fund. Deposits will be returned via City check, up to six (6) weeks following the event. Deductions may be made for damage, excessive cleaning, or time used beyond the contracted period.

I have read and agree to the terms and conditions listed above.

Signature _____ Date 07/17/2022

Printed Name: Westside community partners. Sandy philipsen

City of New Smyrna Beach

Phone: (386) 410-2880 ▪ Fax: (386) 410-2888

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Known symptoms of COVID-19 include, but are not limited to, fever, fatigue, dry cough, and difficulty breathing. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The City of New Smyrna Beach has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, The City of New Smyrna Beach cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending any program may increase your child(ren)s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to, or infected by COVID-19 by attending the City of New Smyrna Beach program and/or facility, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the City of New Smyrna Beach program and/or facility may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of New Smyrna Beach employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren), my guests, or myself including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I, my guests, or my child(ren) may experience or incur in connection with our attendance at the City of New Smyrna Beach program and/or facility. On my behalf, and on behalf of my child(ren)s, I hereby release, covenant not to sue, discharge, and hold harmless The City of New Smyrna Beach, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of The City of New Smyrna Beach, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City of New Smyrna Beach program and/or facility.

Additionally, I warrant that I, as well as my child(ren) and guests, do not currently have, nor have experienced the above-listed symptoms within the last fourteen (14) days; that I and my child(ren) or guests, or that anyone in our respective households, have not been diagnosed with COVID-19 within the past thirty (30) days; that to the best of my knowledge neither I nor my child(ren) or guests have not been knowingly exposed to anyone diagnosed with COVID-19 in the past thirty (30) days; and that I, my child(ren) or guests have not travelled outside of the country in the past thirty (30) days.

	07/17/2022
Signature / Title	Date
Westside community partners. Sandy p	
Print Name / Title	Group Name

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

WESTSIDE COMMUNITY PARTNERS INC
PO BOX 1421
NEW SMYRNA BEACH, FL 32170

Date:
08/14/2021
Employer ID number:
86-2848825
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
March 24, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053530002281

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF THE FY 22-23 TEAM VOLUSIA ECONOMIC DEVELOPMENT CORPORATION (EDC) ECONOMIC DEVELOPMENT COOPERATIVE AGREEMENT WITH THE CITY OF NEW SMYRNA BEACH.

September 13, 2022

Background:

The City is currently a member of Team Volusia Economic Development Corporation (EDC), and the attached cooperative agreement or contract for Fiscal Year 2022-2023 would continue that membership. The contract is the standard contract used for all member cities in Volusia County. The current agreement includes a one time annual fee of $25,000. Within Fiscal Year 2021-2022, Team Volusia EDC collaborated with the city's economic development staff to recruit Wire 3 in New Smyrna Beach. Wire 3 is a high bandwidth data services company that uses fiber optic technology to ensure the fast internet connection.

Team Volusia performs valuable services for New Smyrna Beach and the other member cities, as well as Volusia County, including the following:

- Marketing: Team Volusia raises the level of awareness of Volusia County among site selectors and businesses through a variety of methods including hosting volusiasites.com, a free real estate marketing that currently includes listings for commercial properties in New Smyrna Beach. Team Volusia staff is also providing assistance in the preparation of the Southeast Volusia Marketing Initiative plan.

- Recruiting: Team Volusia provides one agency for site selectors to contact for information on sites to fulfill a prospect's needs, and by providing information at trade shows. City staff has provided information to Team Volusia for several available sites including maps and data for the Airport Industrial Park.

- Assisting City staff by providing information: Team Volusia has subscriptions to websites

that provide information of interest to businesses wishing to expand or locate in New Smyrna Beach. This information includes "ring data", demographic data for residents living 1 - 3 - 5 miles from a potential business location; and community profile data.

-Providing Networking Opportunities: through the Practitioners Council, the monthly board meetings, the annual meeting, and special meetings with site selectors.

The term of the contract is for one year at a cost of $25,000, and there is no obligation for future appropriations. Overall, the agreement will allow TVEDC to continue planning, implementing and evaluating programs and strategies to recruit new businesses to the City; to foster expansion of existing businesses with within the City upon the City's request and forestall the relocation of businesses located in the City to a location outside of Volusia County.

Staff recommends that the City Commission do the following:

- Approve the Team Volusia EDC Agreement for FY 2022-2023 in the amount of $25,000.

Fiscal Analysis:

This appropriation is included in the FY 2022-2023 City Business/Economic Development budget line item 00151203-548001.

Strategic Plan Item:

No

Staff Report Created By: Christopher Edwards

Attachments:

FY 22-23 TVEDC Cooperative Agreement.pdf

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____day of _____, 2022 by and between the City of New Smyrna Beach, a Florida municipal corporation, hereinafter referred to as "City", and Team Volusia Economic Development Corporation, a Florida non-profit corporation, hereinafter "TVEDC".

WHEREAS TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and, when requested by the City, fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through TVEDC; and

WHEREAS, the City Commission of the City of New Smyrna Beach have agreed to appropriate the amount of ***Twenty-Five Thousand Dollars and .00 cents ($25,000.00)*** in the budget for the fiscal year 2022-2023 to support economic development activities, such sum qualifies the City for a seat on TVEDC Executive Committee.

WHEREAS the City desires to contract with TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and TVEDC hereby agree as follows:

1. **Purpose of Agreement**. The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well-being of the citizens of the City. To this end, the City desires to contract with TVEDC in order to provide for implementation of the economic and business development program and to ensure accountability for the use of public funds.

2. **Program Funding.** The City shall pay to TVEDC the sum of *Twenty-Five Thousand Dollars and .00 cents ($25,000.00)("City Funding")*, such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual payment equal to the City Funding on or before October 15, 2022. The City will receive quarterly reports which details the activities of TVEDC including the revenues and expenses for the period. The City shall contact TVEDC in writing when future funding for TVEDC is discussed at a public meeting.

3. **Program Requirements.**
    a. TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City; to foster expansion of existing businesses within the City upon the City's request; and in a manner provided herein to forestall the relocation of businesses located in the City to a location outside of Volusia County. TVEDC will not assist the City or any existing business with the City's and/or existing business' attempt to relocate such existing business from any other city or Volusia County who is a member of TVEDC ("Other Governmental Entity"), unless either the City or such business provides TVEDC with written consent for such assistance from the Other Governmental Entity. TVEDC will not assist any Other Governmental Entity or any existing business with such Other Governmental Entity's and/or existing business' attempt to relocate such existing business from the City to any Other Governmental Entity, unless the Other Governmental Entity or such existing business provides TVEDC with written consent for such assistance from the City, which the City may refuse to provide in the City's sole discretion.
    b. It is the desire of the parties that businesses within Volusia County provide stable and rewarding employment for local citizens and that businesses respect the environment, appearance, and well-being of the City. TVEDC shall engage in good faith efforts to foster the goals of diversity and equitable minority participation in its economic development outreach, planning and programming actions. TVEDC shall pursue the goal of full economic participation in actions supportive of the ethnic and racial diversity of the City's community. Except as provided in Section 3.a. above, TVEDC shall disregard boundaries within Volusia County in its program and shall make all reasonable efforts to work with all sectors of local government and the Chamber Alliance, who shall be composed of the executives of several area Chambers of Commerce, in the implementation of its program. TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic and business development purposes. TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. TVEDC shall also provide promotional materials and statistical studies to the City related to economic development.

4. **Promotional Efforts** TVEDC also agrees to create and maintain a landing page for the City on TVEDC's website providing factual redevelopment/economic development information requested by TVEDC and supplied by the City. The City will timely provide TVEDC with information regarding the City as requested from time to time by TVEDC for inclusion by TVEDC on the City's landing page. In addition, it is hereby agreed that TVEDC in its promotional materials will specifically include positive aspects of the City and, upon request, will provide (a) prospective businesses and industry outside Volusia County's jurisdictional limits and only as contemplated in Section 3.a. above, in Other Governmental Entity jurisdictional limits, and (b) existing businesses and industry inside the City's jurisdictional limits with the latest statistics on the City's growth and desirable features as a place to locate and expand. The City agrees to provide TVEDC with access to whatever information it has available to accomplish this task. Consistent

with the purposes set forth in Paragraph 1 above, TVEDC will promote the City's special districts and all other industrial/commercial sites located in the City.

5. **Fiscal Impact Analysis**. TVEDC will provide professional advice on proposed industrial/commercial sites located in the City and any other future areas deemed important by the City. As part of its scope of services, TVEDC shall perform, at the City's request, a fiscal impact analysis of its recommendation; such analysis shall include but not be limited to:

    - Present cost of direct out-of-pocket City and County incentives if any
    - Cost of tax revenues forgone, if any, plus interest
    - The amount of other tax revenue streams to be collected by the City
    - An estimate of any economic multipliers to be derived based upon a company's local purchases, etc.
    - An estimate of the break-even year

6. **Economic Development Intent** TVEDC's primary focus its effort on job creation and economic development. TVEDC shall actively work with and coordinate its efforts with the City and the Chamber Alliance. The City shall assign a staff member to serve on any of TVEDC Committees as needed and required. TVEDC shall provide the City with an annual report outlining the creation of all jobs within Volusia County and the City.

7. **Report of Operations.** Upon request, TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.

8. **Future Funding**. Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.

9. **Term of Agreement.** This Agreement shall commence on October 1, 2022 and shall continue in force for a one-year period ending September 30, 2023. In addition, this Agreement may be terminated upon any of the following event;

    a. Written notice by TVEDC to the City terminating the Agreement with or without cause.
    b. Written notice by the City to TVEDC of termination of the Agreement for failure or breach of TVEDC to perform its obligations hereunder.
    c. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

Because TVEDC is reasonably likely to have made financial commitments based upon the City Funding received, the effective date of any termination of this Agreement contemplated herein shall be effective thirty (30) calendar days after receipt by the non-terminating party ("Termination Effective Date"). Unless otherwise agreed by the City and TVEDC, upon termination of this Agreement by the City or by TVEDC prior to the end of the Term, TVEDC will reimburse to the City one quarter (1/4th) of the City Funding for each full calendar quarter of the Term remaining from the Termination Effective Date

through the end of the Term, with payment being made within ten (10) business days after the Termination Effective Date.

10. **Notices.** Notices required under this Agreement shall be sent by U. S. Mail, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

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

TVEDC: Keith A. Norden, CEcD, President & CEO
Team Volusia Economic Development Corporation
One Daytona Blvd., Suite 240
Daytona Beach, FL 32114

11. **Indemnification.** TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

12. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____2022.

CITY OF NEW SMYRNA BEACH a Florida Municipal Corporation.

By: _____ Date: _____
City of New Smyrna Beach, Mayor

Attest: _____ Date: _____
City of New Smyrna Beach, City Manager

Attest: _____ Date: _____
City of New Smyrna Beach, City Clerk

Team Volusia Economic Development Corporation, Inc., a Florida not-for-profit corporation

By: Ken Norden Date: July 22, 2022

Title: President + CEO

Attest: Deborah L. Robbins Date: July 22, 2022

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF A CITY OF NEW SMYRNA BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) SMALL- SCALE COMMERCIAL FACADE/PROPERTY IMPROVEMENT GRANT AWARD OF $5,125 TO THAI MANGO LLC FOR A PROJECT LOCATED AT 705 N. DIXIE FREEWAY, NEW SMYRNA BEACH.

September 13, 2022

Background:

On April 13, 2021, the CRA Board and City Commission approved the program guidelines and budget for (3) new Commercial Facade/Property Improvement Grant Programs. Those programs include the Small-Scale Commercial Facade/Property Improvement Grant, Large-Scale Commercial Facade/Property Improvement Grant, and the Adaptive Reuse Opportunity Grant.

1. Adaptive Reuse Opportunity (ARO) Grant

- **Total Budget Allocation**: $250,000
- **Grant Goal**: To encourage desired and value-added changes of use or re-use of existing commercial business properties within the targeted area of the program.
    - For example, if a commercial property was originally utilized as a gas or fuel service station and there was a change of use proposed by an ARO applicant for a new restaurant, this would be an example of a desired change of use or reuse.
- **ARO Grant Stipulation**: There is no cap per eligible applicant.
    - For example, if an applicant submitted a project that proposed the desired and value-added changes of use for an existing commercial property and consisted of a total project cost of at least $500,000, that applicant could be eligible for up to $250,000 in a grant award based on the program's application process and evaluation scoring criteria.

2. Small Scale Commercial Facade/Property Improvement Grant

- **Total Budget Allocation**: $100,000
- **Grant Goal**: To encourage desired and value added commercial facade/property improvements within the targeted area of the program
- **Grant Stipulation**: The program allows the CRA to fund a grant recipient or grantees on a reimbursement or dollar for dollar match of the cost to enhance commercial facades or property improvements up to $25,000.

3. Large Scale Commercial Facade/Property Improvement Grant

- **Total Budget Allocation**: $400,000
- **Grant Goal**: To encourage desired and value added exterior commercial facade/property improvements within the targeted area of the program.
- **Grant Stipulation**: There is a cap per eligible applicant of up to $100,000.

Based on approved Commercial Facade/Property Improvement Grant Guidelines, the subject property meets the stated criteria (including targeted Grant area and business type). Thai Mango, LLC is a restaurant company located at 705 N. Dixie Freeway. Thai Mango employs 12 individuals with plans to hire 2 additional employees.

During the FY 21 budget period of the City of New Smyrna Beach Community Redevelopment Agency (CRA) Commercial Facade/Property Improvement Grant Application cycle, Thai Mango, LLC submitted an application for a Small Scale Commercial Facade/Property Improvement Grant for property located at 705 N. Dixie Fwy. The applicant included cost estimates for the work items identified within the grant application. Since the initial grant application, the applicant has modified the work items, relative to CRA grant assistance, to focus only on the outdoor seating improvements. The company has selected James A. Jones Construction Co. (New Smyrna Beach) to make the improvements.

The application's scope of work includes the following:

- Remove existing picture window and concrete sill
- Fill in concrete void where existing sill removed
- Install 3'0" x 7' 0" store front entry door with sidelite picture window in anodized aluminum frame and clear tempered low e glass
- Form and pour handicap access ramp at new door turning to allow outside access from outdoor seating area
- Paint any new work
- Clean up all construction debris

The applicant has confirmed that the project will cost $10,250. Therefore, CRA staff recommends Small Scale Commercial Facade/Property Improvement Grant approval for $5,125 or 50% of $10,250.

<u>Staff recommends that the CRA Board/City Commission consider the following:</u>
Approval of a CRA Small-Scale Commercial Facade/Property Improvement Grant of $5,125 to Thai Mango LLC to make commercial facade improvements to 705 N. Dixie Freeway

<u>Attachments:</u>
Thai Mango LLC PowerPoint Presentation

Findings:
N/A

Fiscal Analysis:
The CRA Grant Small Scale Commercial Facade/Property Improvement Grant Programs Account 12551502:583003 will be charged $5,125.

Strategic Plan Item:
No

Staff Report Created By: Christopher Edwards

Attachments:

Thai Mango LLC 705 N Dixie Fwy_ Inc PPT.pdf
Exhibit A- Thai Mango LLC CRA Grant Agreement and Grant Request for 705 N Dixie Fwy.pdf

Small-Scale Commercial Facade/Property Improvement Grant Consideration for Thai Mango LLC

705 N. Dixie Freeway

CRA BOARD/CITY COMMISSION MEETING

SEPTEMBER 13,2022

705 N. Dixie Freeway Photo



705 N. Dixie SS CFPI Grant Request

Scope of Work:

- Remove existing picture window and concrete sill
- Fill in concrete void where existing sill removed
- Install 3'0" x 7' 0" store front entry door with sidelite picture window in anodized aluminum frame and clear tempered low e glass
- Form and pour handicap access ramp at new door turning to allow outside access from outdoor seating area
- Paint any new work



Estimated Project Cost: $10, 250

Grant Request: $5,125 (50% of cost)

Exhibit A

CRA Small Scale CFPI Grant Request

Thai Mango LLC

705 N. Dixie Fwy.

Thai Mango LLC 705 N Dixie Fwy



01/17/2021

CITY OF NEW SMYRNA BEACH COMMUNITY REDEVELOPMENT AGENCY
SMALL SCALE COMMERCIAL FACADE/PROPERTY IMPROVEMENT

GRANT AGREEMENT

This agreement is entered into this ____ day of September, 2022 by and between the City of New Smyrna Beach Community Redevelopment Agency, a Section 163.357, Fla. Stat., agency ("**GRANTOR**") and Thai Mango LLC ("**GRANTEE**"), a Florida Profit Corporation.

RECITALS

WHEREAS, **GRANTOR** has established a Small-Scale Commercial Facade/Property Improvement Grant Program to further the U.S. 1 Community Redevelopment Area (CRA) Master Plan by assisting in the cost of exterior improvement projects within the U.S. 1 CRA Area; and

WHEREAS, **GRANTEE** is the Manager of a business located at 705 N Dixie Freeway and has made application for a grant under the Small-Scale Commercial Facade/Property Improvement Grant Program for exterior doors, window, and ramp improvements; and

WHEREAS, **GRANTOR** has evaluated the application against the program criteria and finds that the proposed improvements to be made by **GRANTEE** satisfy the program criteria and will provide a great benefit to the CRA.

NOW THEREFORE GRANTOR AND GRANTEE AGREE AS FOLLOWS:

SECTION 1. IMPROVEMENTS. GRANTEE agrees to improve the exterior doors, windows, and ramp of a business located at 705 N. Dixie Freeway, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

(a) **GRANTEE** agrees that it is required to obtain all necessary permits in order to proceed with the proposed exterior improvements and that all work must comply with the City's Land Development Regulations, the Florida Building Code, and any other applicable City, County, State or Federal regulations.

(b) **GRANTEE** agrees that the work involved for the proposed exterior improvements must begin within thirty (30) calendar days of the date of last execution of this Agreement and that failure to begin work in that time frame may result in the proposed improvements being deemed ineligible for grant reimbursement.

(c) **GRANTEE** agrees and understands that all work eligible for reimbursement must be completed and approved by staff on or before November 4, 2022.

(d) **GRANTEE** agrees that the CRA/Economic Development Director may approve a maximum of two (2) grant extensions for a total of an additional 240 days. Any additional grant extensions shall require approval of the Community Redevelopment Agency Board.

SECTION 2. REIMBURSEMENT. GRANTEE understands that the maximum eligible amount for the aforementioned exterior doors, exterior windows and ramp improvements is fifty percent (50%) of the total eligible costs, not to exceed $25,000 and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the grant application process totaling $10,250 the maximum eligible grant award to GRANTEE is $5,125 subject to the following conditions:

(a) **GRANTEE** understands and agrees that it shall incur all project costs and may receive reimbursement from **GRANTOR** only after the Section 1 improvements have been completed in a professional and workman-like manner and completed in substantial conformity with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTEE** agrees that the project shall be deemed complete only after final inspection and approval by the CRA/Economic Development Department and the Development Services Director or designee. Such inspection will only be performed after the **GRANTEE** tenders the following to **GRANTOR**:

1) An executed and notarized contractor statement showing the full cost of the work, as well as each separate component amount due to the contractor and each subcontractor involved in furnishing labor, materials or equipment; and

2) Proof of payment for eligible reimbursable costs (e.g. detailed invoices and copies of processed or cancelled checks); and

3) Proof that all required local, state and federal permits were secured; and

4) Proof that all work passed the requisite inspections; and

5) Final lien waivers from all contractors and subcontractors.

No later than 30 days after approval, **GRANTOR** shall issue a check to the **GRANTEE** for an amount up to the maximum eligible grant award, but not in excess of 50% of actual costs incurred as demonstrated by the proof of payment.

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to Thai Mango LLC. 705 N. Dixie Freeway, New Smyrna Beach, Florida 32168.

(c) **GRANTEE** agrees that it is within the CRA/Economic Development Director's discretion to authorize partial grant payments based upon a draw schedule so as to facilitate the timely completion of approved projects, but in no event will the partial payments add up to an amount in excess of the maximum eligible grant award.

(d) In the event project costs exceed the estimated costs provided at the time of application, **GRANTEE** must request reconsideration of the maximum eligible grant award from the City Manager. The City Manager may grant an increase of the maximum eligible grant award by no more than 20% of the amount specified in Section 2 of this agreement, but in no event shall such adjustment result in a reimbursement in excess of $25,000.

SECTION 3. INTERIM INSPECTIONS. 705 N. Dixie Freeway **GRANTEE** agrees that the CRA/Economic Development Department shall periodically review the progress of the exterior improvements. Such inspections shall not replace any permit inspection by the city's Development Services Department. **GRANTOR** agrees that the CRA/Economic Development Department shall notify **GRANTEE** of any work which does not appear to be in conformance with the approved plans, design drawings and specifications. Such deficiencies shall be immediately remedied by the **GRANTEE**. **GRANTEE** agrees that failure to cure deficient or improper work may result in denial of any reimbursement payment request.

SECTION 4. ALTERATIONS. GRANTEE agrees not to alter, modify or remove the improvements made in accordance with this Agreement without the written permission of **GRANTOR** for a period of five years.

SECTION 5. MAINTENANCE. GRANTEE agrees to maintain the improvements made in accordance with this Agreement for a period of five years. **GRANTEE** agrees that if it does not maintain the improvements made in accordance with this Agreement for a period of five years, it shall reimburse **GRANTOR** all grant monies received under this Agreement for any exterior improvements that have not been maintained. **GRANTEE** also agrees that if within the five-year maintenance period the exterior improvements are damaged by such things as automobiles, wildlife, acts of nature, or stolen, it shall notify **GRANTOR** and provide documented proof of such damage. **GRANTEE** agrees and understands that it shall repair or replace any of the exterior improvements that are damaged or stolen within the five-year maintenance period at its sole expense.

SECTION 6. FUTURE SALE. **GRANTEE** agrees that if the commercial property is listed for sale or lease within five years of the grant funds being awarded, **GRANTEE** or its authorized representative must notify the CRA in writing via certified mail within five calendar days and either provide **GRANTOR** with reimbursement of the maximum eligible grant award prior to sale or lease or condition the sale or lease upon the new owner or tenant entering into this Agreement for the remainder of the five-year term.

SECTION 7. RELEASE AND INDEMNIFICATION. GRANTEE agrees that it releases **GRANTOR** from, and agrees that the **GRANTOR** shall not be liable for, and agrees to indemnify and hold harmless the **GRANTOR** and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way directly or indirectly connected with the Small-Scale Commercial Facade/Property Improvement Grant Program. **GRANTEE** further agrees to pay for or reimburse the **GRANTOR** and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or

expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action directly or indirectly connected with the Small Scale Commercial Facade/Property Improvement Grant Program, including those incurred on appeal. **GRANTOR** shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

SECTION 7. OTHER WORK. Nothing herein is intended to limit, restrict or prohibit GRANTEE from undertaking any other work in or about the subject premises which is unrelated to the Small Scale Commercial Facade/Property Improvement Grant provided for in this Agreement.

WITNESSES:

CITY OF NEW SMYRNA BEACH, COMMUNITY REDEVELOPMENT AGENCY

_____

Print Name: _____

BY: _____

RUSS OWEN, Mayor and Chairman

_____

Print Name: _____

ATTEST:

_____

KHALID RESHEIDAT, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **RUSS OWEN**, as the Chairman, City of New Smyrna Beach Community Redevelopment Agency and **KHALID RESHEIDAT** the City Manager of the City of New Smyrna Beach. They are personally known to me.

_____

NOTARY PUBLIC

Notary Seal

WITNESSES:

Deanne Wood

Print Name: Deanne Wood

Jacqueline Kile

Print Name: Jacqueline Kile

THAI MANGO LLC

BY: Passara Srikudlar

PASSARA SRIKUDLAR, MANAGER

ATTEST:

_____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26 day of August, 2022, by **PASSARA SRIKUDLAR**, Manager of THAI MANGO LLC. She is personally known to me or has produced FL DL as identification.

Deanna Quinn

NOTARY PUBLIC

Notary Seal

DEANNA QUINN
Commission # GG 308611
Expires March 6, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

COMMUNITY REDEVELOPMENT AGENCY
CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE (Old Connor Library)
NEW SMYRNA BEACH, FLORIDA 32168

RECEIVED
JUL 8 2021
By

Small Scale Commercial Facade Property Improvement Grant Program Overview

Total Budget Allocation: $100,000- Awards up to $25,000/Applicant
(as funds are available)

PROGRAM DESCRIPTION:

The Small Scale Commercial Facade/Property Improvement Grant Program awards funds for EXTERIOR ONLY improvements to commercial businesses and properties that are located within a targeted area of the city's US 1 Community Redevelopment Agency (CRA) area.

These improvements can include, but are not limited to: facade painting, parking lot resurfacing, signage, landscaping, etc. Maximum CRA grant awards cannot exceed $25,000 per applicant. The Small-Scale Commercial Facade/Property Improvement Grant was created to encourage and incentivize the redevelopment of commercial buildings and properties with commercial frontage along the US 1 corridor (i.e. Dixie Freeway) and Historic Westside targeted areas. The program allows the CRA to fund grant recipients or grantees on a reimbursement or a dollar-for-dollar match of the cost to enhance commercial facades or property improvements up to $25,000.

For example: In order for a CRA Grant Recipient to receive $5,500, the applicant must spend $11,000. Once the required documentation has been submitted for approval and the project obtains regulatory approval, the $5,500 is reimbursed to the recipient.

To be considered, commercial property or business owners within the CRA's targeted area must submit a completed application accompanied by at least two estimates from licensed contractors. If the grant request is part of a larger project, a total project budget must be provided to be considered.

PROGRAM RULES:

The following rules are intended to inform a potential grant applicant of the extent and scope of the program. The purpose of the program is to encourage commercial property owners to upgrade their properties by improving the external appearance of their business and to encourage businesses to invest in the growth of their business along the US 1 corridor and Historic Westside. The result will halt deterioration, stabilize property values, improve and upgrade the appearance of the area, and facilitate and encourage redevelopment activity within the targeted area of the CRA.

1. The program is available only for property located within the CRA District along the US 1 (i.e. Dixie Freeway) Corridor and Historic Westside with commercial frontage. **Click the link below to see if your address is in the CRA Grants' Targeted Area:**
https://www.cityofnsb.com/1364/US-1-CRA-Grant-Program-Details

2. All proposed exterior improvements using CRA funds must be approved by the CRA Board before proceeding.

3. The program is for commercial properties and businesses only. Residentially zoned properties are NOT eligible (this includes multi-family units, apartment buildings and duplexes). The property owner must be the applicant. However, if the property is currently leased to a tenant, then the Application and Agreement must be jointly executed by both the owner and the tenant.

Eligible Properties include:

- Commercial and Industrial Properties

Eligible Businesses include:

- Aerospace
- Aviation
- Light Industry (including Manufacturing)
- Creative Class, including High Tech
- Professional Office
- Healthcare
- Retail
- Restaurant

4. Eligible exterior Commercial Façade/Property Improvements for this program include:

- Painting
- Shutters
- Roof Repair
- Awnings/canopies
- Decorative exterior facade improvements
- Exterior doors/windows
- Landscaping around the building
- Irrigation
- Parking lot re-paving, re-sealing, re-striping
- Exterior lighting
- Patio or decks connected to the building
- Exterior wall repairs (e.g., stucco, brick or wood repairs and replacement)
- ADA improvements
- Signage

- Fencing (excluding chain link, barbed wire, and wood panels)
- Demolition of structure and (re)sodding of vacant property
- Public utilities and infrastructure required for business or commercial property
- Professional Design Assistance
- Exterior Security Features

Ineligible expenses include:

- Installation of trash receptacles
- Where a property is not currently in compliance, landscape material and work required to come into compliance with the City of New Smyrna Beach's Code of Ordinances or Land Development Regulations. Improvements made prior to grant approval
- Interior renovations
- Non fixed improvements
- Inventory or equipment
- Sweat equity (i.e. payment for applicant's own labor and performance for renovation or new construction work.
- Business payroll
- General periodic maintenance

5. All work must be done in compliance with applicable City of New Smyrna Beach Building Codes and Land Development Regulations. All contractors must be licensed in Florida. Please contact the City of New Smyrna Beach Development Services Department at (386) 410-2800 regarding the proposed work to schedule a Pre-Application Meeting prior to submitting a Small Scale Commercial Facade Property Improvement Grant Application.

6. Grant funds will be reimbursed exclusively for approved work, approved change orders and only for work that has been performed after the grantee has received notification that the Grant Application has been approved by the CRA Board. Any work completed prior to receiving grant approval is ineligible for reimbursement.

7. The Commercial Façade/Property Improvement Grant Program is only available to applicants who have not previously participated in the program

APPLICATION PROCESS:

1. An applicant seeking a project grant may secure an application from the New Smyrna Beach Community Redevelopment Agency (CRA) located at 210 Sams Avenue (Old Connor Library) New Smyrna Beach, FL 32168, phone (386)-279-2497 or download the application from Community Redevelopment | New Smyrna Beach, FL - Official Website (cityofnsb.com)

2. The CRA will administer the Small Scale Commercial Facade/Property Improvement Grant Program and funding. In addition to the appropriate City of New Smyrna Beach

building inspections, the CRA will inspect the work to determine the satisfactory completion of the work.

3. Applicants may not have any outstanding City of New Smyrna Beach liens against their property. If an Applicant has an outstanding City of New Smyrna Beach lien against the property, the grant will not be awarded until the complete satisfaction of the lien.

4. Application to this Program is not a guarantee of funding. Funding is at the sole discretion of the New Smyrna Beach CRA Board (i.e., Mayor and City Commission). Applications will be scored, ranked and presented to the CRA Board for final approval. The total available program funding is subject to change.

REIMBURSEMENT PROCESS:

1. Grant Payments — Subject to the terms and conditions of the Grant Agreement, reimbursement will be made within approximately ninety (90) days from the CRA receiving the following:

a) Detailed invoices, copy of processed or cancelled check and proof of payment for Eligible Reimbursable Costs

b) Building Department Inspection forms and completed final inspections.

2. Alternatively, it is within the CRA/Economic Development Director's discretion to authorize that partial grant payments be issued on a draw schedule so as to facilitate the timely completion of some of the approved projects.

3. Site Visits — CRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the grant agreement. Staff will complete a final inspection prior to issuing final payment.

4. Reporting — by accepting the grant, the applicant agrees to comply with any reporting procedures deemed necessary by CRA staff to verify that the required job positions are properly fulfilled and maintained. Reporting may include, but is not limited to, payroll records, work schedules, and reporting forms.

5. The CRA will release funds to the client on a reimbursement basis at the completion of the entire project.

6. The CRA staff will perform monitoring exercises at least once a year to record the applicant's compliance with the grant's requirements. The monitor will formally report the applicant's level of compliance to the CRA Director and will also report any corrective action plans that the applicant has committed to implementing in order to achieve the agreed upon compliance goals in the grant agreement. Staff will review the documents provided. If everything is in order, the project will be declared completed and process payment to the applicant for the amount allowed by the Grant Agreement.

I have read, understand and accept the program overview and guidelines set forth above for the Small Scale Commercial Facade/Property Improvement Grant Program

705 N. Dixie Freeway NSB FL 32168

Property Address | City, State, Zip Code

Passara Paige Srikudlar

Applicant Name (Please Print)

X

Applicant Signature

APPLICATION CHECKLIST

Every application package must include ALL of the following items before it will be processed and considered for approval.

- ☑ TAB 1: Written detailed description of the improvements to be done to the property
- ☑ TAB 2: W9 Form (attached)
- ☑ TAB 3: Copy of Business Tax Identification
- ☑ TAB 4: Copy of Occupational Licenses
- ☑ TAB 5: Copy of Warranty Deed,
- ~~☐ TAB 6: Copy of Lease (if applicable),~~
- ☑ TAB 7: Copy of Property Appraisal Records (paid property taxes)
- ☐ TAB 8: Plans or sketches (if applicable)
- ☐ TAB 9: Rendering of completed project (needed for presentation purposes)
- ☑ TAB 10: Site plan and plant list for landscape projects
- ☐ TAB 11: Third-party cost estimates from three (3) Florida licensed contractors
- ☐ TAB 12: Estimated timeline or project schedule
- ☑ TAB 13: Evidence of financial ability to pay for the project (approved loan, cash account, line of credit, etc.)
- ☑ TAB 14: Completed Application
- ☑ TAB 15: Completed Checklist

ALL DOCUMENTS ALONG WITH COMPLETED APPLICATIONS SHOULD BE PROPERLY LABELED AND INSERTED INTO A MULTI PART PRONGED FOLDER. PARTIAL SUBMISSIONS WILL NOT BE REVIEWED OR ACCEPTED.

Small Scale Commercial Facade/Property Improvement Grant Program Application

1. APPLICANT

Name: Passara Page Srikudlar

Address: 827 E 12th Ave

City, State: NSB FL. ~~32169~~

Zip Code: 32169 **Phone Number:** 512-585-1864

E-mail: Conchkey83@yahoo.com

2. BUILDING TO BE IMPROVED/PROPERTY INFORMATION

Owner: Thai Mango LLC, Passara Srikudlar

Address: 705 N. Dixie Freeway

City, State: NSB FL

Zip Code: 32168

3. OWNER TYPE:

☐ Individual ☐ Partnership ☒ ~~☐~~ LLC

☐ Sole Proprietorship ☐ Corporation ☐ Non-Profit

4. OWNER OF PROPERTY (if not the applicant)

Name:

Address: N/A

City, State:

Zip Code: **Phone Number:**

E-mail:

Small Scale Commercial Facade/Property Improvement Grant Program Application

5. PROJECT INFORMATION

Project Description

1) Seal & Stripe Parking Lot, asphalt repair
2) new tombstone signage & removal of old sign
3) Outdoor seating area connected to side of building including removal of window replacement of door, removal of sill framed up to Match building, poured ramp and railing

Select all applicable ambitioned improvements in the property.

IMPROVEMENT	COST	IMPROVEMENT	COST
☐ Painting		☐ Exterior lighting	
☐ Shutters		☒ Patio or decks connected to the building	4,530.88
☐ Roof Repair		☐ Exterior wall repairs (e.g. stucco, brick or wood repairs and replacement)	
☐ Awnings/canopies		☐ ADA improvements	
☐ Decorative exterior facade improvements		☒ Signage	10,300.00
☒ Exterior doors/windows	5,719.12	☐ Fencing (excluding chain link, barbed wire, and wood panels)	
☐ Landscaping around the building		☐ Demolition of structure	
☐ Irrigation		☐ Public Utilities and Infrastructure relative to business or commercial property	
☒ Parking lot repaving, resealing, restriping	3,300	☐ Exterior Security Features	
☐ Professional Design Assistance		☐ Exterior wall repairs	

Small Scale Commercial Facade/Property Improvement Grant Program Application

Name of **LICENSED** General Contractor for the Project: Artisan Design Group

Address of General Contractor: 708 Palmetto Ave

City, State NSB Zip Code 32168

Phone Number of General Contractor: 407-797-2713

Email for General Contractor: aaron@artisandesigngroup.biz

Estimated Total Project Cost: $ 23,850 Grant Amount Requested: $ 23,850

6. **SOURCES OF FUNDING** Bank account, Loan for Sign

7. **APPLICATION AGREEMENT**

I (we), the applicant(s) understand that the intent of this application is only for purposes of prequalifying for an Small Scale Commercial Facade/Property Improvement Grant and does not guarantee acceptance or approval and no commitment is hereby made on the part of either the applicant or the New Smyrna Beach Community Redevelopment Agency (NSBCRA).

I (we) certify that to the best of my (our) knowledge, all the information in this application and all information furnished in support of this application is true and correct. Any property assisted under this program will not be used for any illegal or restricted purposes. Any intentionally false or fraudulent statement or supporting documents will constitute cancellation of my (our) application. The NSBCRA is hereby authorized to verify any of the information provided and to inspect the property prior to approval.

I authorize the City of New Smyrna Beach and the New Smyrna Beach CRA or its agents to take photos of myself and myself and business to be used to promote the program.

Passara Srikuddar

Applicant Name (Please Print)

X [signature] 07-8-21

Applicant Signature Date

Applicant Name (Please Print)

Applicant Signature Date

Property Owner Authorization Form

****To be completed only if the applicant is a tenant****

The undersigned owner of the existing building located at: 705 N. Dixie Freeway
Passara Srikudlar
Address NSB FL 32168

Certifies that:

X
Applicant

Operates a business at the above location. The undersigned agrees to permit the Applicant and his licensed contractors or agents to implement the improvements listed on the Small Scale Commercial Facade/Property Improvement Grant Application. I understand and agree that neither the NSBCRA nor the City of New Smyrna Beach assume responsibility or liability to me or any other part for any action or failure of any contractor or other third party and in no way guarantee any work to be done or material to be supplied. In consideration of the Small Scale Commercial Facade/Property Improvement Grant to complete exterior property improvements of the commercial property, the undersigned hereby waives and releases any claim against the City of New Smyrna Beach and the New Smyrna Beach Community Redevelopment Agency (NSBCRA) arising out of the use of said funds for the purposes set forth in the Application. The undersigned agrees to hold the City and the NSBCRA harmless for charges, damages, claims or liens arising out of the Applicant's participation in the Small Scale Commercial Facade/Property Improvement Grant Program.

Passara Srikudlar Thai Maya LLC
Property Owner Name

X
Property Owner Signature Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (numeric date) day of _____ (month), _____ (year), by _____ (name of person acknowledging).
(Seal)

_____
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: _____
OR Produced Identification: _____
Type of Identification Produced: _____

Property Owner Authorization Form Continued

****To be completed only if the applicant is a tenant****

THIS AGREEMENT is entered into this _____ day of _____ 20____, by and between the New Smyrna Beach Community Redevelopment Agency ("NSBCRA") and

_____

("Applicant").

WHEREAS, Applicant has made application for a grant with the NSBCRA under the CRA Small Scale Commercial Facade/Property Improvement Grant; and

WHEREAS, NSBCRA has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

1. Applicant agrees to complete the Project consistent with the application submitted to NSBCRA, which is attached to this Agreement and made a part hereof as Exhibit "A".

2. In consideration of Applicant satisfactorily completing the Project, NSBCRA will reimburse Applicant the approved amount of $_____, (in no event shall NSBCRA pay more than $25,000.00).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first stated above.

APPLICANT:

By: _____

Print Name: _____

By: _____

Its: _____

"Applicant"

City of New Smyrna Beach CRA Board

_____

Chairperson

PROPERTY OWNER AFFIDAVIT
CITY OF NEW SMYRNA BEACH – BUILDING DEPARTMENT

This form is required if the applicant is not the owner of record of the property listed on the Business Tax Receipt Application.

Applicants Name: Passara Srikudlar

Business Name: Thai Mango LLC

Nature of Business: Restaurant

Parcel Number: 744006090160

Property Address: 705 N. Dixie Freeway WSB

Property Owners Name: Thai Mango LLC / Passara Srikudlar

Property Owners Phone Number: 512- 585- 6477

I, Passara Srikudlar, as the property owner of record of the above described property, and having the authority of the same, do authorize the aforementioned applicant and business to utilize this property location to operate s

Property Owner Signature

State of Florida
County of Volusia

Sworn to and subscribed before me this 13 day of May, 2021,

By Passara Srikudlar

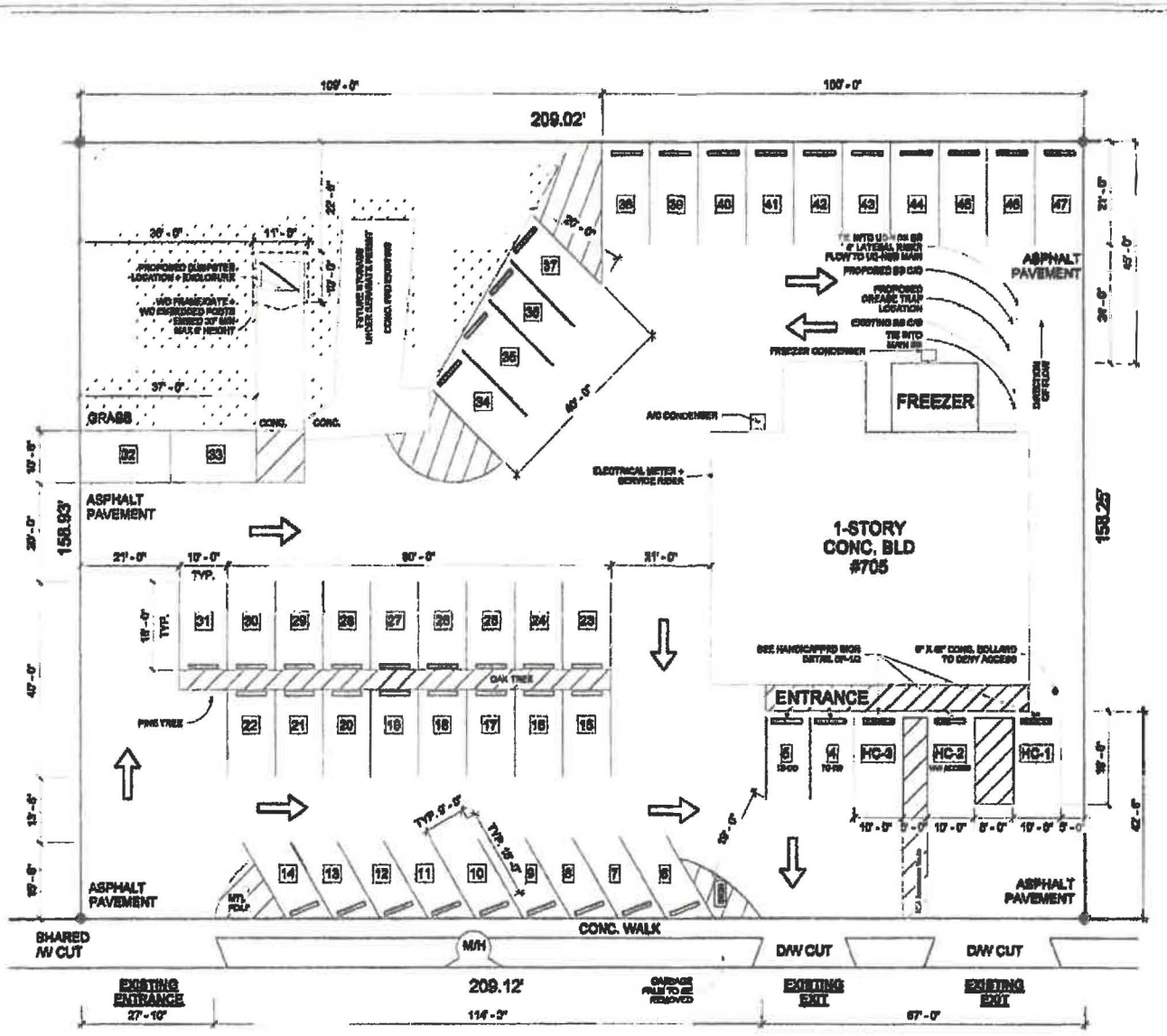
Personally Known____OR Produced Identification Drivers License

TIFFANY SCHWINDEN
MY COMMISSION # HH 013702
EXPIRES: June 23, 2024
Bonded Thru Notary Public Underwriters

Signature of Notary Public

Notary Seal

BTR Application – Rev 10-01-19, Rev 03-23-21



APPROVED
1/20/21

PROJECT LOCATION:





DCT

DANIEL TROIAN
208 E. OLD COUNTY RD.
BOCA RATON FL. 33432
DCTROI@GMAIL.COM
(561)866-9191

Engineer's stamp

GENERAL NOTES FOR CONSTRUCTION:

ITEM	QTY OF FIXTURES	LOAD VALUE	TOTAL VALUE
DISHWASHER	1	1.5GPM	1.5
WATER CLOSET	4	1.5GPM	6.0
DRINKING FOUNTAIN	1	1.5GPM	1.5
HAND SINK	1	3.0GPM	3.0
HAND SINK	1	3.0GPM	3.0
BAR SINK	1	1.5GPM	1.5
		TOTAL	15.5GPM

NOTE:
THIS FLOW CALCULATION IS TO ENSURE THE FUNCTIONALITY OF THE PROPOSED GREASE TRAP TIE INTO THE 6" LATERAL SANITARY RISER FLOWING TO THE UC-1000 MAIN SANITARY LINE

THAI MANGO, LLC
SITE PLAN

james a. jones

Construction Co.
831 Fairway Drive
New Smyrna Beach, Florida, 32168
(386) 427-3315
CGC 003040
RP 0066420

MAY 18, 2021

JOEL PAIFE
705 N. DIXIE FREEWAY
NEW SMYRNA BEACH, FL. 32168

PROPOSAL/AGREEMENT

PLEASE RECEIVE THIS PROPOSAL AND DESCRIPTION OF WORK FOR THE INSTALLATION OF A STOREFRONT DOOR AND WINDOW AT NORTH ELEVATION OF YOUR BUILDING AND HANDICAP RAMP TO SERVICE NEW DOOR.

TOTAL ESTIMATED COST FOR ~~POOL~~ door $ 10.250.00

SCOPE OF WORK:

1. OBTAIN ALL NECESSARY PERMITS FROM CITY:
2. REMOVE EXISTING PICTURE WINDOW AND CONCRETE SILL:
3. FILL IN CONCRETE VOID WHERE EXISTING SILL REMOVED:
4. INSTALL 3'0"x7'0" STORE FRONT ENTRY DOOR WITH SIDELITE PICTURE WINDOW IN ANODIZED ALUMINUM FRAME AND CLEAR TEMPERED LOW E GLASS:
5. FORM AND POUR HANDICAP ACCESS RAMP AT NEW DOOR TURNING TO ALLOW ACCESS FROM OUTSIDE SEATING AREA:
6. PAINT ANY NEW WORK AS REQUIRED:
7. CLEAN-UP ALL CONSTRUCTION DEBRIS.

EXCLUSIONS

1. FENCING AS REQUIRED:
2. HAND RAILS IF REQUIRED.

COST ESTIMATES:

1	PERMITS	$500.00
2	DOOR AND WINDOW	5,719.21
3	DEMO	650.00
4	POUR/FILL SILL AREA	250.00
5	FORM AND POUR RAMP	1,260.00
6	PAINT AND CLEAN-UP	200.00
7	CONTRACTORS FEE	~~1,670.79~~
		$ 10.250.00

ACCEPTANCE:

James A. Jones 5/18/21
CONTRACTOR DATE

OWNER DATE 05/19/21

CWC WINDOWS & DOORS, INC.
1517 S. RIDGEWOOD AVE.
EDGEWATER, FL 32132 US
386-423-3674
cwcwindows@cfl.rr.com

Estimate

ADDRESS
JOEL PAIGE
THAI MANGO
705 N DIXIE FREEWAY
NEW SMYRNA BEACH, FL 32168

SHIP TO
JOEL PAIGE
THAI MANGO
705 N DIXIE FREEWAY
NEW SMYRNA BEACH, FL 32168

ESTIMATE #	DATE
8747	05/17/2021

ACTIVITY	QTY	RATE	AMOUNT
FURNISH AND INSTALL DOUBLE STORE FRONT ENTRY DOOR IN PLACE OF PICTURE WINDOW CLEAR ANODIZED ALUMINUM CLEAR LOW E TEMPERED GLASS 72 X 86 *** CONTRACTOR TO REMOVE EXISTING CONCRETE SILL			5,719.21
25% DEPOSIT REQUIRED			
PLEASE ALLOW 14-16 WEEKS FOR INSTALL			

CWC Windows & Doors, Inc. will not be responsible for painting any surface, (doors, trim or structures) removal and/or installation of any interior window, door treatments, or alarms unless stated in the activity section of this estimate. Price includes removal of all construction debris.
A 25% deposit is required with this signed estimate. The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. All payments due upon completion.
A late fee of 1.50% interest per month (18% APR) will be added to past due accounts. You will be responsible for all costs including reasonable attorney fees incurred by CWC Windows & Doors. Inc. in collection of delinquent payment.

TOTAL **$5,719.21**

ACCEPTED BY:_____

DATE: ___/___/___

Accepted By

Accepted Date

NON-COLLUSION AFFIDAVIT FOR CRA GRANT

State of Florida

County of Volusia

_____, being first duly sworn, deposes and says that:

1) He/she is Passara Peip of Thai Mango, Bidder that has submitted the(Circle one: Property Owner/Business Owner/Contractor) that has submitted the attached Quote for a Community Redevelopment Agency (CRA) Grant;

2) He/she is fully informed respecting the preparation and contents of the attached Quote and of all pertinent circumstances respecting such Quote;

3) Such bid is genuine and is not a collusive or sham Quote;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Quote in connection with the Redevelopment Grant for which the attached Quote has been submitted or to refrain from Quoting in connection with such Grant, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices or cost element of the Quote or the Quote of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH,FLORIDA, NEW SMYRNA BEACH COMMUNITY REDEVELOPMENT AGENCY or any person interested in the proposed Grant; and

5) The price or prices quoted in the attached Quote are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or anyof its agents, representatives, owners, employees, or parties in interest, including this affiant.

X Signed

Owner
Title

Subscribed and sworn to before me this 19 day of August, 2022.

Deanne Wood

Deanne Wood-Branch Mgr
Title

DEANNE WOOD
Commission # HH 204872
Expires February 16, 2024

My Commission Expires: Feb 16, 2024

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR CRA GRANT APPLICATION

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Passara Srikudlar Page

2 Business name/disregarded entity name, if different from above
Thai mango LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ ~~Limited liability company. Enter the tax classification~~ (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
827 E 12th Ave

Requester's name and address (optional)

6 City, state, and ZIP code
New Smyrna Beach FL 32169

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
27 - 4077296

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 ▶ 7/8/21

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE CANAL STREET NIGHTS EVENTS FROM OCTOBER 2022 THROUGH MAY 2023.

September 13, 2022

Background:

The Canal Street Nights events will be held every third Thursday evening(October 20, November 17, December 15, 2022, January 19, February 16, March 16, April 20 and May 18, 2023, starting at 5pm through 9pm by the Canal Street Historic District. The free to the public events will provide a family friendly atmosphere designed to draw attendees outdoors to enjoy Food Trucks, shopping, dining, art, music and kids activities. The events; located on Canal Street from the Eastern side of Orange Street to Riverside Drive, to include small sections of Magnolia and Live Oak Streets. Between 3:30pm and 10pm each event will require the closure of Canal Street at Orange Street proceeding eastbound ending at the western side of the intersection of Canal Street at Riverside Drive, plus small southbound sections of Magnolia and Live Oak Streets near (Canal). Attendee participation is anticipated to be 100-250 per event. There will be a sound system in use during each event between 5pm and 9pm; the entertainment will consist of various acts still to be determined. There may be a wide range of kids activities planned for the events. Each event will include Food Trucks, with the desire to attract 25-50 retail vendor participants who will be using 10x10 tents in Canal Street. These monthly events do not allow the sale of alcoholic beverages by Canal Street licensed restaurants outside of their designated Alcohol License boundary. There will be no consumption of alcoholic beverages on Canal Street, including any City Right of Way during each event. Event barricades and cones will be provided by Canal Street Historic District. Restroom facilities will be provided through the businesses on Canal Street during each event. Placement of event banners will be allowed for a 2 week maximum leading up to each event date.

Findings:

Staff recommends the approval of the Canal Street Nights events from October 2022 through May 2023.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Admin/Contract Administrator

Attachments:

Canal St Nights Oct 2022 thru May 2023.pdf

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION
FOLLOW-UP

Name of Event Canal St. Nights

Event Date Third Thursday of every month 10/22 thru 5/23

Contact Information Project Manager / Lillian Conrad

Brief Description of Event Event on Canal from Orange St. to Riverside
Vendors, Kids activities & Shopping 4 food trucks – no beer garden

Staff Reviewed

Name	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	8/2/22
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	8/2/22
	Planning & Dev.	386-410-2800	rmathen@cityofnsb.com	8-25-22
	Fire Department	386-402-8125	kgaines@cityofnsb.com	8-2-22
	Police Department	386-402-7790	jholloway@cityofnsb.com	8/26/22
	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	8/25/22
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	8/26/22

Conditions of Approval

All requirements and payments must be met 72 hours prior to event or event will be cancelled.

FD- All food venders that provide cooking on-site will be inspected by F.D.

PD- need alcohol safety plan. Be more specific about the beer gaidens, and the city ordinance in reference to open containers.

Venders w/ Supply barricade's

Building Department Permit Required- Major Event $257.18

Road Closures: Apply online @ CityofNSB.com Each Month

Special event ~~free~~ $500 plus tax per month for event

City Commission Approval Required? Yes ☒ No ☐

City Event? Yes ☐ No ☒

RECEIVED
AUG 2 2022
By

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION

SPECIAL EVENTS:

A **Special Event** is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation.

Application for Special Events must be submitted at least thirty (30) days in advance of the requested event.

*This application is **not** a permit to conduct a special event.*

1 **REQUIRED INFORMATION:**

1.1 Name of Event: CANAL STREET NIGHTS

1.2 Name of Producer and/or Promoter: NSB MAINSTREET, INC DBA Canal Street Historic District Assn ("CSHD")

1.3 Type of Organization ☐ Non-Profit ☐ For-Profit ☐ Charitable ☐ Government

1.4 Contact Person: Project manager / Lillian Conrad

1.5 Address: 305 Magnolia

City: NSB State: FL Zip Code: 32168

1.6 Work Phone: 386 409 7881 Home Phone: 8137878662 Fax: 386 847 8506

Email: cshd.project.mgr@gmail.com Website: CANALSTREETNSB.com

RICHARD ENGLAND. richard.england4@gmail.com 781-883-8987

2 **BILLING INFORMATION:**

2.1 Is the party responsible for billing the same as above? ☒ Yes ☐ No

If no, please provide the proper information below:

Name: _____ Address: _____

3 **EVENT INFORMATION:** THIRD THURSDAY

3.1 Date(s) Requested (10/22-5/23): 10/20/2022, 11/17/2022, 12/15/2022, 1/19/2023, 2/16/2023, 3/16/2023, 4/20/2023, 5/18/2023

3.2 Location of Event: CANAL STREET - RIVERSIDE TO ORANGE ST. PLUS Small Sections (near Canal) of Magnolia & Live Oak

3.3 Description of Event: A closed street, family-friendly event designed to draw guests outdoors to enjoy shopping, dining and music & kids activities

3.4 Site Plans are required and must include:

☐ Pedestrian Access ☒ Parking and Vehicular Access ☐ Location of Port-o-Lets (if any)

☐ Dumpsters and/ or Trash Cans ☐ Number and Location of Vendor Display Areas Venue/ Stage (if any) ☒ Tents ☒ Barricades/ Cones

3.5 Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

3.6 Will an admission fee be charged for the event? ☐ Yes ☒ No

Will an admission fee be charged prior to the event? ☐ Yes ☒ No

Will fees be collected on-site before/ during event? ☐ Yes ☒ No

3.7 Event time: Date: * Start: 5 a.m./ p.m. End: 9 a.m./ p.m.

Set-up: Date: * Start 3:30 a.m./ p.m. End: 5 a.m./ p.m.

Breakdown: Date: * Start: 9:00 a.m./ p.m. End 10:00 a.m./ p.m.

Rain date: Date: N/A Start: _____ a.m./ p.m. End _____ a.m./ p.m.

* each month - see 3.1

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

Social media Anticipated number of attendees: 100-250

3.8 Have you held this event in the City of New Smyrna Beach previously? ☒ Yes ☐ No

If yes, previous date(s): 2022 Location(s): Same

Have you held this event in another City? ☒ No ☐ Yes If yes, list location _____

3.9 Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason? ☐ Yes ☒ No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

3.10 Will the special event involve the use of aircraft? ☐ Yes ☒ No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as "additionally insured."

3.11 Will the special event involve the use of motorcycles? ☐ Yes ☒ No

4 **ENTERTAINMENT:**

4.1 Will there be entertainment? ☒ Yes ☐ No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Various - changes monthly

4.2 Will you be using a sound system? ☒ Yes ☐ No

NOTE: The City's Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

4.3 Name of Contractor: Changes monthly Type of System: Changes monthly Generally self contained

4.4 Sound Time: Start: 5 a.m./(p.m.) End: 9 a.m./(p.m.)

4.5 Will there be carnival games and/or rides? ☐ Yes ☐ No If yes, please describe the types of games and/or rides possibly, wide range of kids activities

4.6 Name of Contractor: N/A for now

4.7 Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

4.8 Insurance Company: CSHA policy on file Policy Number: _____

5 **SPECIAL EFFECTS:**

5.1 Will there be any special effects used? ☐ Yes ☒ No If yes, complete below.

5.2 Type of effects: ☐ Fireworks ☐ Laser light show ☐ Special effect balloons/hot air device

Signs, special lighting, wind operated devices including pennants or banners or any devices intended to catch the eye of passersby. ☐ Other

5.3 Effect time: Date: _____ Start: _____ a.m./p.m. End: _____ a.m./p.m.

5.4 Location of Special Effects: _____

5.5 Effects Producer/ Company Name: _____

5.6 Address: _____

5.7 Phone Number: _____ Fax Number _____

5.8 Proof of insurance is required for all special events.

Insurance Company: _____ Policy Number: _____

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

6 **PARADES:**

6.1 Will this be considered a parade? ☐ Yes ☒ No If yes, complete below.

6.2 How many will participate? _____

6.3 Plan of route attached? ☐ Yes ☐ No

6.4 Parade Time: Date:_____Start:_____a.m./ p.m. End:_____a.m./ p.m.

6.5 Breakdown: Date:_____Start:_____a.m./ p.m End:_____a.m./ p.m.

6.6 Rain Date: Date:_____Start:_____a.m./ p.m End:_____a.m/ p.m.

6.7 Will the parade require any road closures? ☐ Yes ☐ No

If yes, City Commission approval will be required.

7 **PROPOSED RETAIL SALES**

7.1 Will there be any retail sales? ☒ Yes ☐ No If yes, complete below.

7.2 How many vendor locations do you hope to accommodate? 25-50

7.3 Type of vending (including number of each):

☒ Clothing_____ ☒ Food/ Beverage (farmers mkt) ☒ Jewelry _____

☒ Other (describe) Crafts, art, food truck(s), Beer garden

8 **PROPOSED SPONSORS:**

8.1 Will there be any sponsors? ☐ Yes ☒ No If yes, complete below.

8.2 How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising).

_____

_____

9 **ALCOHOLIC BEVERAGES/ LIQUOR LIABILITY:**

9.1 Will alcoholic beverages be dispensed, provided, or served?

☒ Yes ☐ No If yes, complete below.

9.2 * Name of organization licensed to sell alcohol at the event: Canal street restaurants; possibly member hosted beer garden on street

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

9.4 The organization hosting the event is: ☐ For-Profit ☒ Non-Profit/ 501C-3 (see below)

9.5 A copy of the liquor license must be submitted five business days prior to the event.

9.6 Beer Gardens- An applicant who is requesting beer gardens for an event must provide a copy of a liquor license and special event alcohol license issued by the State of Florida. The Police Department will evaluate the security measures to determine the amount of police officers that must be hired.

* only businesses owners w/ liquor licenses are permitted to participate and no liquor will be sold beyond a few feet of permitted boundary (possibly) + beer garden

10 **PROMOTION:**

10.1 At what level will the event be promoted? ☒ Local ☒ Regional ☐ National ☐ International

10.2 What type of publicity will be used? ☒ Newspaper ☒ Radio ☐ Television ☒ Internet

☐ Direct Mail ☐ Billboard ☐ Other _____

10.3 Telephone number to be released for public information: 386.409-7881

11 **SIGNS:**

11.1 Will you be using signs at your event? ☒ Yes ☐ No If yes, complete below.

11.2 How many signs and what dimensions? Standard causeway; sandwich boards

11.3 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) before digging.

NOTE: Signs may be erected no more than 14 days prior to the special event on private property. All signs shall be removed no later than the day after the event, and must conform to the requirements in the City's Code of Ordinances.

12 **FACILITY REQUIREMENTS:**

12.1 Will you use temporary structures? ☐ No ☐ Yes, complete below.

☐ Stages ☒ Tents ☐ Scaffolding ☐ Booths ☐ Fences ☒ Barricades ☒ Cones

☒ Other picnic or other type tables

12.2 How many tents exceeding 120 square feet or greater? none

(Tents 120 square feet or greater will require tent permits.)

12.3 Tent locations and sizes must be included on the site plan. See plan (10x10 only if none)

12.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

NA

12.5 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) a minimum of 48 hours in advance of any special event activity or setup.

13 **TRAFFIC AND PARKING:**

13.1 Will normal traffic patterns be altered by the event? ☒ Yes ☐ No

13.2 Will there be any road closures? ☐ No ☒ Yes, Road Name: See plan *

(If a road is requested to be closed, City Commission approval is required.)

13.3 Cones, barricades, and fencing are to be provided by the applicant and can be rented from a barricade or rental company.

* See 3.1 of application

13.4 Will public parking areas, streets, sidewalks, etc., be restricted or obstructed? ☒Yes ☐No

13.5 Will the event have on-site parking? ☐ Yes ☒ No

13.6 Will the event require off-site parking? ☐ Yes ☒ No

13.7 Will a shuttle be used to transport people to the off-site parking area?

13.8 Handicapped parking must meet the requirements of Florida Statute 553.5041

13.9 A detailed parking plan is required for all parking areas, indicating how all security, fire protection, and emergency vehicles can access a site.

14 **PORT-O-LETS:**

14.1 The applicant shall be required to provide adequate facilities to cover the amount of participates.

14.2 How many Port-O-Lets will be on-site? none - businesses have facilities

14.3 The location of the Port-O-Lets must be included on the site plan.

RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio.

15 **SANITATION:**

15.1 If dumpster service is needed it is required that refuse service be provided through the City's Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212.

15.2 Payment arrangements should be made prior to the event though the Public Works Department.

15.3 Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well.

15.4 Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

16 **SECURITY/ EMERGENCY FIRE/ MEDICAL SERVICES:**

16.1 What are your plans for providing security at the event? No special security unless Commission requires

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.

There will be a minimum requirement of five (5) business days to evaluate the event requirements.

NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

17 **CONFIRMATION:**

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature: Richard England

Printed Name: Richard England

Date: 7/30/24 Title of Applicant: CSHD VP Affiliation: CSHD

NSB MAIN STREET, INC

Event Contact Information:

Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name	Contact on-site phone number	Time Period
Richard England	781 883 8987	day of
Lillian Conrad, Project Mgr	813 787 8662	" "
Liz Jones	407-274-2217	" "

City of New Smyrna Beach
Leisure Services Department
Banner Reservation Form

Event Name Canal Street Nights

Event Date * Dates Requested *

Organization NSB MAINSTREET, INC., DBA Canal Street Historic District Ass'n ("CSHD")

Contact Name Richard England

Email Address richard.england4@gmail.com

Contact Phone/Day 781-883-8987 Evening Same

There is a 2 week maximum time that banners may stay up. Location of banner placement is not guaranteed. Due to increase in demand, the Leisure Services Department will do its best to accommodate special requests, but they are not guaranteed.

Banner Requirements (Banners must meet these requirements)

1. Banner size should be **vertical** 4x6 with a 3" hem on the top and bottom, along with a grommet on each corner just above the hem. They must also be **double sided.**
2. Banners must be built to withstand a minimum of 25 MPH winds.
3. Number of banners and placement are based on availability with a **Maximum of 2** banners per event.
4. Banners are only installed and taken down on **Mondays**. They must be delivered to the Leisure Service Department the **Friday** before they are scheduled to go up. Banners must be picked up at the Leisure Services Department within **2 days after** they are taken down. The Leisure Services Department does not have a place to store your banners.
5. If your banners are not delivered on time, you may forfeit your reservation.

I have read and understand the requirements for banner specifications and placement. I further understand that the number and placement of banners is strictly up to the discretion of the Leisure Services Department.

Print Name Richard England Date 7/30/22

Signature Richard England

* 10/20/22, 11/17/22, 12/15/22, 1/19/23, 2/16/23, 3/16/23, 4/20/23 5/8/23

New Smyrna Beach Fire Department
Office of the Fire Marshal
1400 SR 44, New Smyrna Beach, FL 32168
Phone: 386-402-0200 Fax: 386-402-8126

Special Events Comments

Event Name/Date: Canal Street Nights

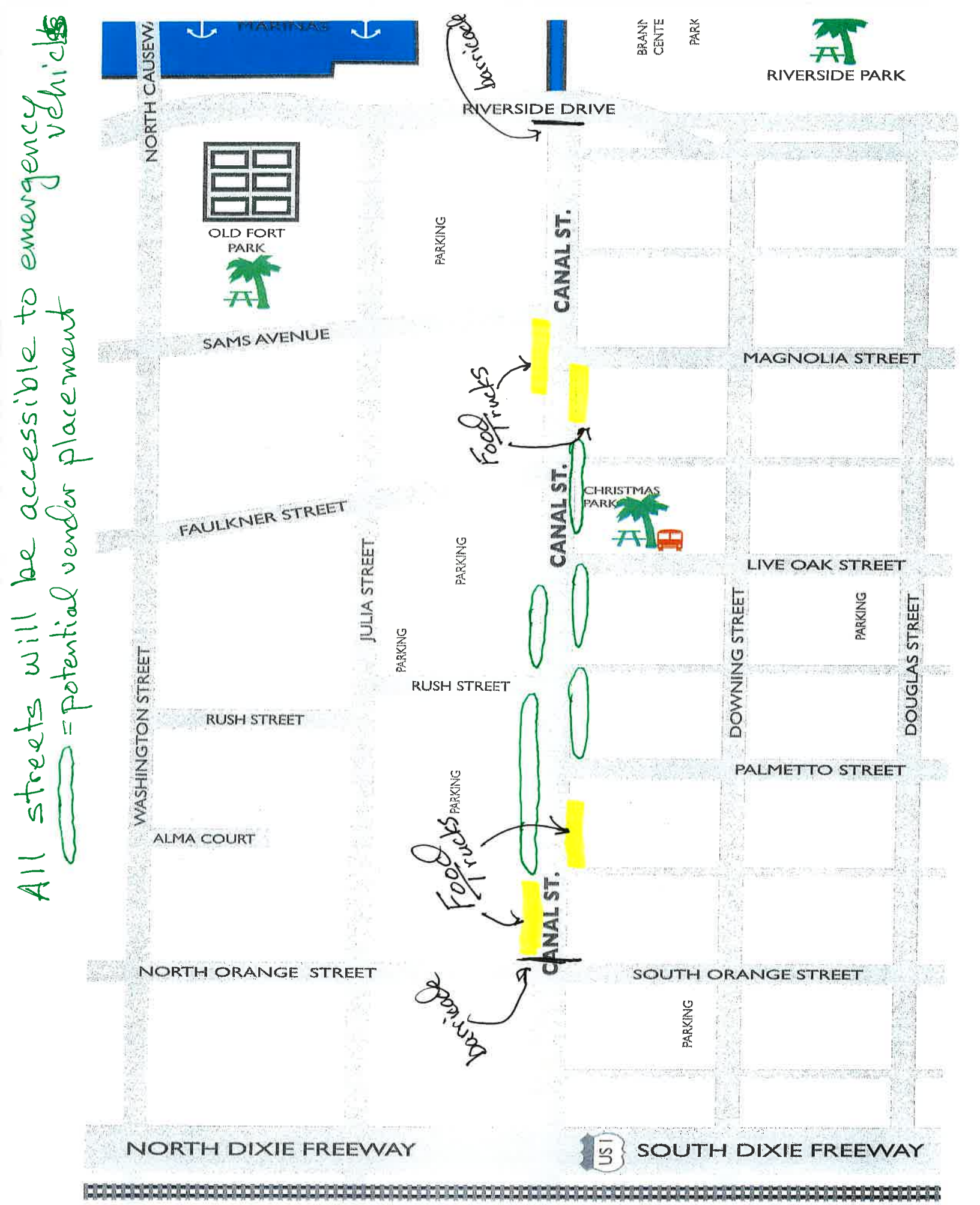
1. During all special events the Fire Department shall require adherence to all applicable Florida Fire Prevent ion Code standards by all event organizers and vendors and make site inspections as needed
2. The event coordinator(s) shall take all necessary measures to ensure continuous access and egress for emergency vehicles throughout the entire event and this shall include response routes along secondary roads to e event to ensure event parking does not impede emergency vehicle access or victim transport away from the incident at any time
3. Events requiring road closures should organize tents, stages and displays so that an emergency vehicle can drive equipment down the centerline of all streets and measures must be taken to ensure that no intersections or access roads are blocked and at all times are accessible and useable by large fire apparatus
4. The event coordinator(s) shall ensure that the Volusia County Sheriff's Dispatch Center has been notified of any road closings related to the event no less than 24 hours prior to the start of the event at (386) 252-4911 and provide notification as soon as the roads have been re-opened
5. Anytime that transportation shuttles are required, or any other event with unique characteristics may impede the most expeditious provision of fire/rescue/emergency medical services to event participants, regularly staffed fire and rescue services will be supplemented to meet the additional demand caused by the event and will be funded by the event organizers

Additional Requirements: * all Streets will be available for emergency vehicles during event & barricades will be lite enough for a single firefighter

Richard England

Applicant Print and Sign — Date

Fire Chief/Designee — Date


All streets will be accessible to emergency vehicles
= Potential vendor placement
MARINAS
NORTH CAUSEWAY
barricade
RIVERSIDE DRIVE
RIVERSIDE PARK
OLD FORT PARK
SAMS AVENUE
PARKING
CANAL ST.
MAGNOLIA STREET
Food trucks
FAULKNER STREET
CHRISTMAS PARK
LIVE OAK STREET
JULIA STREET
PARKING
RUSH STREET
WASHINGTON STREET
DOWNING STREET
DOUGLAS STREET
PALMETTO STREET
ALMA COURT
NORTH ORANGE STREET
SOUTH ORANGE STREET
NORTH DIXIE FREEWAY
US 1
SOUTH DIXIE FREEWAY

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE NSB AIRCRAFT DISPLAY AND VETERAN'S APPRECIATION EVENT 2022.

September 13, 2022

Background:

The NSB Aircraft Display and Veteran's Appreciation Event will be presented by the City at the NSB Airport on Saturday November 12, 2022. The event will be held from 10am until 4pm, with an estimate of 2,000 attendees. This will be a new event for the City of New Smyrna Beach Airport, with no admission charge to attend. The event set-up will start on Friday at 9am through 5pm; with the breakdown after the event on Saturday starting at 4:30pm and completed by 7pm. There will be a sound system in use during the event. There will be food and retail vendors on hand, including a free kids bounce house operating during the event hours. The event will not allow any alcohol sales or consumption on the airport property or any City Right of Way. There will be no road closures or obstruction of traffic during the event hours. There will be both on-site and off-site parking available for attendees. The City will provide 4 Port-O-Lets on site for attendee use. The event will have two off-duty NSBPD Officers providing security duties.

Findings:

Staff recommends approval of the NSB Aircraft Display and Veteran's Appreciation Event 2022.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Admin/Contract Administrator

Attachments:

NSB Aircraft Display & Veterans Appreciation 2022.pdf

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION
FOLLOW-UP

Name of Event NSB Aircraft Display & Veterans Appreciation

Event Date 11/12/22

Contact Information NSB Airport

Brief Description of Event Aircraft on display, food vendors, Kids zone

Staff Reviewed

Name	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	8/17/22
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	8/15/22
	Planning & Dev.	386-410-2800	rmathen@cityofnsb.com	8-17-22
	Fire Department	386-402-8125	kgaines@cityofnsb.com	8-25-22
	Police Department	386-402-7790	jholloway@cityofnsb.com	8/16/22
	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	8/16/22
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	8-16-22

Conditions of Approval

All requirements and payments must be met 72 hours prior to event or event will be cancelled.

Special Detail Contract for 3 officers

Let us know what you need.

Building Dept. - Permit Required Major Event $257.18

Apply online at CityofNSB.com

Planning: 7 Port o Johns required. 1 has to be Handicap.

FD- To Inspect Food Trucks.

Road Closures:

City Commission Approval Required? Yes ☒ No ☐

City Event? Yes ☒ No ☐

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION

RECEIVED
AUG 16 2022
By

SPECIAL EVENTS:

A **Special Event** is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation.

Application for Special Events must be submitted at least thirty (30) days in advance of the requested event.

*This application is **not** a permit to conduct a special event.*

1 **REQUIRED INFORMATION:**

1.1 Name of Event: NSB Aircraft Display and Veterans Appreciation

1.2 Name of Producer and/or Promoter: The New Smyrna Beach Airport

1.3 Type of Organization ☐ Non-Profit ☐ For-Profit ☐ Charitable ☒ Government

1.4 Contact Person: Arvin Weese

1.5 Address: 602 Skyline Drive

City: New Smyrna Beach State: FL Zip Code:

1.6 Work Phone: (386) 410-2680 Home Phone: Fax:

Email: aweese@cityofnsb.com Website: https://www.cityofnsb.com/1275/Airport-EVB

2 **BILLING INFORMATION:**

2.1 Is the party responsible for billing the same as above? ☒ Yes ☐ No

If no, please provide the proper information below:

Name: Address:

3 **EVENT INFORMATION:**

3.1 Date(s) Requested: 11/12/2022

3.2 Location of Event: New Smyrna Beach Airport

3.3 Description of Event: Various types of aircraft will be parked on display (no flight demonstrations). There will also be fun activities for families, food, live music and some items for sale to raise money for veterans.

3.4 Site Plans are required and must include:

[x] Pedestrian Access [x] Parking and Vehicular Access [x] Location of Port-o-Lets (if any) [x] Dumpsters and/ or Trash Cans [x] Number and Location of Vendor Display Areas Venue/ Stage (if any) [ ] Tents [ ] Barricades/ Cones

3.5 Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

3.6 Will an admission fee be charged for the event? [ ] Yes [x] No

Will an admission fee be charged prior to the event? [ ] Yes [x] No

Will fees be collected on-site before/ during event? [ ] Yes [x] No

3.7 Event time: Date: 11/12 Start: 10:00 a.m./ p.m. End: 4:00 a.m./ p.m.

Set-up: Date: 11/11 Start 9:00 a.m./ p.m. End: 5:00 a.m./ p.m.

Breakdown: Date: 11/12 Start: 4:30 a.m./ p.m. End 7:00 a.m./ p.m.

Rain date: Date: N/A Start: _____ a.m./ p.m. End _____ a.m./ p.m.

How will the general public be notified about a cancellation/ postponement of the event? Social media Anticipated number of attendees: 2,000

3.8 Have you held this event in the City of New Smyrna Beach previously? [ ] Yes [x] No

If yes, previous date(s): _____ Location(s): _____

Have you held this event in another City? [x] No [ ] Yes If yes, list location _____

3.9 Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason? [ ] Yes [x] No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

3.10 Will the special event involve the use of aircraft? [x] Yes [ ] No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as "additionally insured."

3.11 Will the special event involve the use of motorcycles? ☐ Yes ☒ No

4 **ENTERTAINMENT:**

4.1 Will there be entertainment? ☐ Yes ☒ No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

_____

_____

4.2 Will you be using a sound system? ☒ Yes ☐ No

NOTE: The City's Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

4.3 Name of Contractor:_____ Type of System:_____

4.4 Sound Time: Start:_____a.m./ p.m. End:_____a.m./ p.m.

4.5 Will there be carnival games and/or rides? ☒ Yes ☐ No If yes, please describe the types of games and/or rides Bounce House

_____

4.6 Name of Contractor: _____

4.7 Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

4.8 Insurance Company:_____Policy Number:_____

5 **SPECIAL EFFECTS:**

5.1 Will there be any special effects used? ☐ Yes ☒ No If yes, complete below.

5.2 Type of effects: ☐ Fireworks ☐ Laser light show ☐ Special effect balloons/hot air device

Signs, special lighting, wind operated devices including pennants or banners or any devices intended to catch the eye of passersby. ☐ Other

5.3 Effect time: Date:_____Start:_____a.m./p.m. End:_____a.m./p.m.

5.4 Location of Special Effects: _____

5.5 Effects Producer/ Company Name: _____

5.6 Address: _____

5.7 Phone Number: _____ Fax Number _____

5.8 Proof of insurance is required for all special events.

Insurance Company:_____Policy Number: _____

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

6 **PARADES:**

6.1 Will this be considered a parade? ☐ Yes ☒ No If yes, complete below.

6.2 How many will participate? _____

6.3 Plan of route attached? ☐ Yes ☐ No

6.4 Parade Time: Date:_____Start:_____a.m./ p.m. End:_____a.m./ p.m.

6.5 Breakdown: Date:_____Start:_____a.m./ p.m End:_____a.m./ p.m.

6.6 Rain Date: Date:_____Start:_____a.m./ p.m End:_____a.m/ p.m.

6.7 Will the parade require any road closures? ☐ Yes ☐ No

If yes, City Commission approval will be required.

7 **PROPOSED RETAIL SALES**

7.1 Will there be any retail sales? ☒ Yes ☐ No If yes, complete below.

7.2 How many vendor locations do you hope to accommodate? _____

7.3 Type of vending (including number of each):

☐ Clothing_____ ☒ Food/ Beverage _____ ☐ Jewelry _____

☐ Other (describe)_____

8 **PROPOSED SPONSORS:**

8.1 Will there be any sponsors? ☐ Yes ☒ No If yes, complete below.

8.2 How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising).

_____

_____

9 **ALCOHOLIC BEVERAGES/ LIQUOR LIABILITY:**

9.1 Will alcoholic beverages be dispensed, provided, or served?

☐ Yes ☒ No If yes, complete below.

9.2 Name of organization licensed to sell alcohol at the event: _____

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

9.4 The organization hosting the event is: ☐ For-Profit ☐ Non-Profit/ 501C-3 (see below)

9.5 A copy of the liquor license must be submitted five business days prior to the event.

9.6 Beer Gardens- An applicant who is requesting beer gardens for an event must provide a copy of a liquor license and special event alcohol license issued by the State of Florida. The Police Department will evaluate the security measures to determine the amount of police officers that must be hired.

10 **PROMOTION:**

10.1 At what level will the event be promoted? [x] Local [ ] Regional [ ] National [ ] International

10.2 What type of publicity will be used? [x] Newspaper [x] Radio [ ] Television [x] Internet

[ ] Direct Mail [ ] Billboard [ ] Other _____

10.3 Telephone number to be released for public information: (386) 410-2680

11 **SIGNS:**

11.1 Will you be using signs at your event? [x] Yes [ ] No If yes, complete below.

11.2 How many signs and what dimensions? Some small signs by admin building. One street sign by U.S. 1

11.3 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) before digging.

NOTE: Signs may be erected no more than 14 days prior to the special event on private property. All signs shall be removed no later than the day after the event, and must conform to the requirements in the City's Code of Ordinances.

12 **FACILITY REQUIREMENTS:**

12.1 Will you use temporary structures? [x] No [ ] Yes, complete below.

[ ] Stages [ ] Tents [ ] Scaffolding [ ] Booths [x] Fences [ ] Barricades [ ] Cones

[ ] Other _____

12.2 How many tents exceeding 120 square feet or greater? _____

(Tents 120 square feet or greater will require tent permits.)

12.3 Tent locations and sizes must be included on the site plan. _____

_____

12.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

_____

12.5 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) a minimum of 48 hours in advance of any special event activity or setup.

13 **TRAFFIC AND PARKING:**

13.1 Will normal traffic patterns be altered by the event? [ ] Yes [x] No

13.2 Will there be any road closures? [x] No [ ] Yes, Road Name:_____

(If a road is requested to be closed, City Commission approval is required.)

13.3 Cones, barricades, and fencing are to be provided by the applicant and can be rented from a barricade or rental company.

13.4 Will public parking areas, streets, sidewalks, etc., be restricted or obstructed? ☐Yes ☒No

13.5 Will the event have on-site parking? ☒ Yes ☐ No

13.6 Will the event require off-site parking? ☐ Yes ☒ No

13.7 Will a shuttle be used to transport people to the off-site parking area? N/A

13.8 Handicapped parking must meet the requirements of Florida Statute 553.5041

13.9 A detailed parking plan is required for all parking areas, indicating how all security, fire protection, and emergency vehicles can access a site.

14 **PORT-O-LETS:**

14.1 The applicant shall be required to provide adequate facilities to cover the amount of participates.

14.2 How many Port-O-Lets will be on-site? 4

14.3 The location of the Port-O-Lets must be included on the site plan.

RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio.

15 **SANITATION:**

15.1 If dumpster service is needed it is required that refuse service be provided through the City's Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212.

15.2 Payment arrangements should be made prior to the event though the Public Works Department.

15.3 Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well.

15.4 Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

16 **SECURITY/ EMERGENCY FIRE/ MEDICAL SERVICES:**

16.1 What are your plans for providing security at the event? Hire two off-duty NSPD officers

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.

There will be a minimum requirement of five (5) business days to evaluate the event requirements.

NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

17 **CONFIRMATION:**

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature: _____

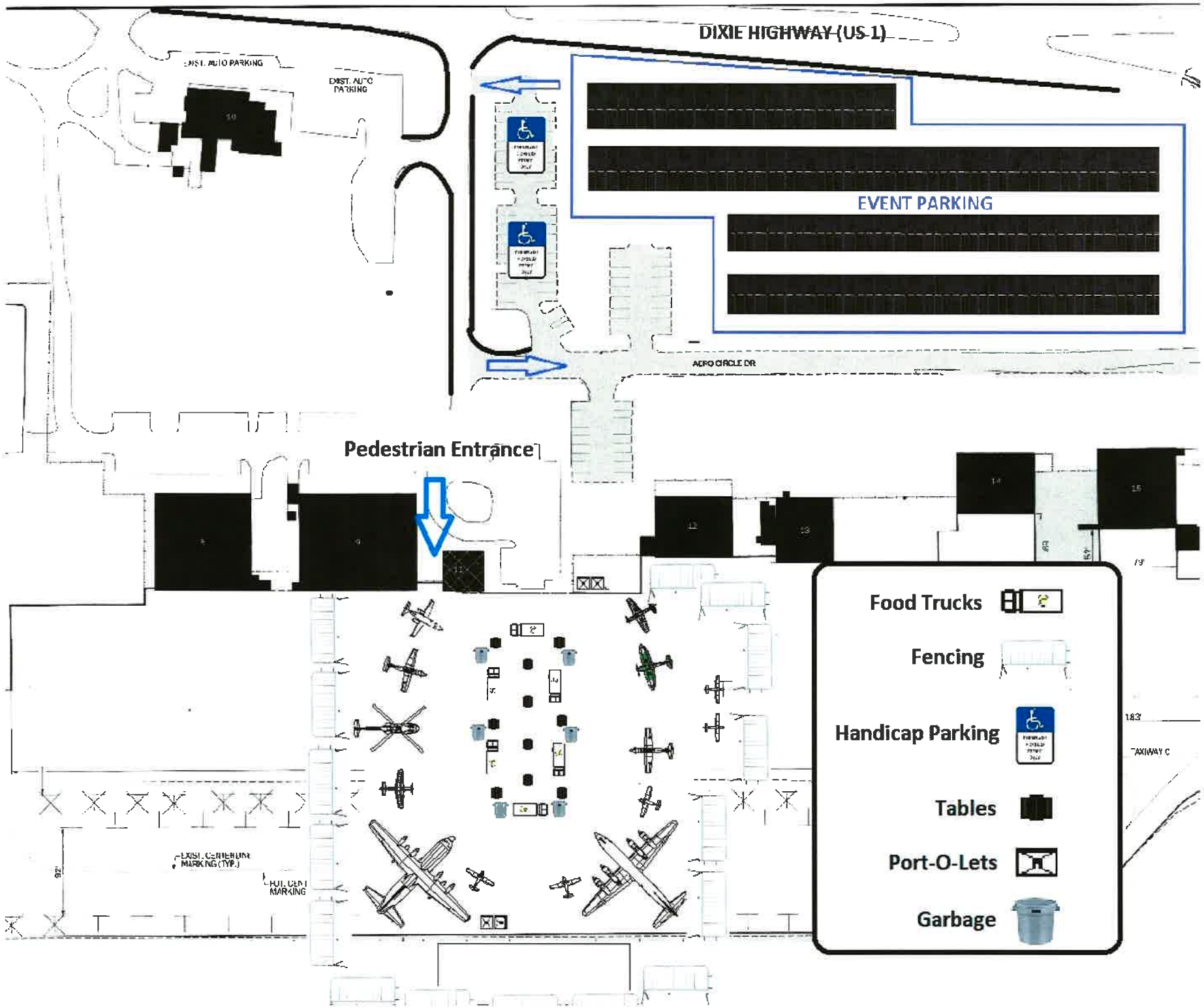
Printed Name: Arvin Weese

Date:_____Title of Applicant: Interim Airport Manager Affiliation: _____

Event Contact Information:

Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name	Contact on-site phone number	Time Period
Arvin Weese	(386) 281-9651	All Day
Jacob Cosat	(386) 262-9543	All Day


DIXIE HIGHWAY (US-1)
EXIST. AUTO PARKING
EXIST. AUTO PARKING
EVENT PARKING
AERO CIRCLE DR
Pedestrian Entrance
EXIST. CENTERLINE MARKING (TYP.)
Food Trucks
Fencing
Handicap Parking
Tables
Port-O-Lets
Garbage

THE CITY OF NEW SMYRNA BEACH - HUMAN RESOURCES

CONSIDER THE APPROVAL OF THE SALARY ADJUSTMENTS FOR THE CITY ATTORNEY, CITY CLERK AND CITY MANAGER.

September 13, 2022

Background:

The proposed FY2023 budget for the City of New Smyrna Beach included increases for the appointed positions that were calculated based on the suggested pay grade structure and compression calculations. Within the budget the following was included: the City Manager's salary would increase to $163,676 (3%); the City Attorney's salary would increase to $155,952 (3%), and the City Clerk's salary would increase to $97,988 (27.8%).

A salary study for the appointed positions was conducted in August to compare the suggested FY2023 salaries with other cities in Volusia County. Eleven cities responded with the requested information.

City Manager:
The survey found that the City Manager annual salaries in Volusia County will range from $150,000 (Ponce Inlet) to $275,281 (Daytona Beach) for FY2023, with New Smyrna Beach ranking 11th out of 14 total cities. The average salary will be $177,067. Cities that rank closest to New Smyrna Beach in the areas of population, size, employees, and services will be paying between $181,125 and $199,845. In a recruiting market, the City of New Smyrna Beach would have to consider a salary for a City Manager that would be closer to the high end of that range.

City Attorney:
The survey found that the City Attorney annual salaries in Volusia County will range from $141,750 (Port Orange) to $261,885 (Daytona Beach) for FY2023, with New Smyrna Beach ranking 4th out of 5 total cities (including the County). Cities that rank closest to New Smyrna Beach in the areas of population, size, employees, and services will be paying approximately $180,000. In a recruiting market, the City of New Smyrna Beach would have to consider a salary for a City Attorney that would be closer to that amount.

City Clerk:
The survey found that the City Clerk annual salaries in Volusia County will range from $64,667 (Holly Hill) to $135,620 (Daytona Beach). With the suggested salary for the City Clerk, New Smyrna Beach will rank 5th out of 13 cities in Volusia County.

Based on the survey and the current environment for recruiting, staff advises the

Commission to raise the City Manager's salary for FY2023 to $185,000 and the City Attorney's salary for FY2023 to $179,000 to remain competitive with the market. The City Clerk's compression adjustment that was already suggested in the proposed budget would make us competitive in the market and no other changes are advised.

Fiscal Analysis:

Current proposed increase in the FY2023 budget for these three salary adjustments for the appointed positions is $39,720 (6.72%). If the Commission approves the increases for the City Manager and City Attorney the increase to the budget would be a total of $101,290 (17.15%).

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

NSB Appointed staff survey Aug 2022.xlsx

City	Manager	City Manager	Asst. City Manager	Deputy city Manager	
Daytona Beach	Deric Feacher	$275,281	$180,167	$207,695	eff 4/1/23
Ormond Beach	Joyce Shanahan	$199,845	$150,936		eff 10/1/22
Debary	Carmen Rosamonda	$183,600			eff 10/1/22 pending approval
Deland	Michael Plues	$183,060	$121,056		eff 8/2/22
Palm Coast	Denise Bevan	$181,125	$137,253		eff 1/1/23
Deltona	John Peters	$169,680			
Orange City	Dale Arrington	$167,000			eff 10/1/11
Port Orange	Wayne Clark	$165,000			
DBS	Kurt Swartzlander	$164,507			no increase for FY23
Holly Hill	Joe Forte	$163,738	N/A		eff 10/1/22
NSB	Khalid Resheidat	$163,676	$144,200	N/A	eff 10/1/22
South Daytona	Les Gilles	$159,085			eff 10/1/22
Edgewater	Glenn Irby	$153,338			eff 10/1/22
Ponce Inlet	Jeaneen Witt	$150,000			eff 10/1/22
	Average	$177,067	$146,722	$207,695	

*DAB - Asst City Mgr and one Dpty CM gets 3% in Oct and 2% lump sum in April

We are giving a 3% increase in October. All will receive that because the pay range increases as well. We are giving a 4% increase in April. All employees will get that except those at the max of the range. Those at the max of the range will get a 2% lump sum bonus.

*Palm Coast is currently budgeting for a 3% or 4% increase in January, 2023. Used 3.5% for comparison

*Ponce Inlet - no increase for City Manger

	# employees	City Clerk	Deputy City Clerk	Assistant City Clerk	Admin	Clerk	
Daytona Beach	1,000	$ 135,620.00		$ 68,777.00	$ 40,630.00	$ 42,470.00	eff 4/1/23
Daytona Beach Shores	83	$ 110,676.00					eff 10/1/22
Deland	458	$ 105,000.00	$ 58,000.00		$ 40,000.00		eff 8/2/22
Ormond	350	$ 103,584.00		$ 57,500.00	$ 48,182.00	$ 38,542.00	eff 10/1/22
NSB	300	$ 97,987.76		$ 59,714.72	$ 38,208.14		eff 10/1/22
Palm Coast	583	$ 97,880.00	$ 50,965.00			$ 47,577.00	eff 1/1/23
Edgewater	230	$ 81,931.00			$ 36,504.00	$ 24,960.00	unknown changes at this time
Debary	44	$ 81,036.00					eff 10/1/22 pending approval
Port Orange	462	$ 75,261.00		$ 36,878.40	$ 29,889.60	$ 33,758.40	
Orange City	130	$ 65,000.00	$ 37,980.00		$ 35,360.00		recruiting at this time.
Holly Hill	110	$ 64,667.00					eff 10/1/22
South Daytona	104		$ 80,340.00		$ 46,099.00		eff 10/1/22
Ponce Inlet	60		$ 90,049.00	$ 61,202.00			eff 10/1/22
Average		$ 92,604	$ 63,467	$ 56,814	$ 39,359	$ 37,461	

DAB - We are giving a 3% increase in October. All will receive that because the pay range increases as well. We are giving a 4% increase in April. All employees will get that except those at the max of the range. Those at the max of the range will get a 2% lump sum bonus.

*Palm Coast is currently budgeting for a 3% or 4% increase in January, 2023. Used 3.5% for comparison
*Edgewater - Admin is Asst to City Clerk; Clerk is PT Records Clerk

City Attorney/Legal Dept

	# employees	City Attorney	Dep City Atty 1	Asst City Atty 1	Paralegal 1	Executive Asst	Admin Asst.	
Daytona Beach	1,000	$ 261,885.00	$ 180,166.00	$ 145,023.00	$ 73,974.25			eff 4/1/23
Volusia County	2,273	$ 221,738.00	$ 165,880.00	$ 128,023.67		$ 61,692.00	$ 59,142.71	
Ormond	350	$ 182,686.00	$ 145,138.00	$ 95,193.00	$ 73,652.00			eff 10/1/22
NSB	300	$ 155,952.37		$ 91,952.64	$ 63,163.78			eff 10/1/22
Port Orange	462	$ 141,750.00		$ 94,951.50	$ 55,993.60		$ 37,356.80	
Average		$ 192,802	$ 163,728	$ 111,029	$ 66,696	$ 61,692	$ 48,250	

*DAB Dpty City Atty get 3% in Oct and 2% lump sum in April

We are giving a 3% increase in October. All will receive that because the pay range increases as well. We are giving a 4% increase in April. All employees will get that except those at the max of the range. Those at the max of the range will get a 2% lump sum bonus.

*Ormond - Senior Paralegal = $73652; paralegal = $55977

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

CONDUCT A PUBLIC HEARING TO CONSIDER THE S-1-21 FINAL PLAT APPROVAL FOR FLORIDA DAYS PHASE 4 ONLY (NOT INCLUDING THE PREVIOUSLY APPROVED PHASE 5).

September 13, 2022

Background:

Request: Final Plat Approval for Florida Days Phase 4 residential subdivision

Applicant & Owner: Mike Hickson, Old Smyrna Land Company, LLC, P.O. Box 1202, New Smyrna Beach, FL 32170

Site Data: The proposed subdivision plats & construction plans are for Phase 4 of the Florida Days residential PUD (as shown on the attached Exhibits A & B maps). While both Phases 4 & 5 were originally submitted together for review as one application, the Phase 5 plat was previously separated and approved by the City Commission at the June 28, 2022 meeting.

The entire Florida Days PUD area totals 113 acres at the northeast corner of the Turnbull Bay Road and Creek Shore Trail intersection, with frontage on both of those roads. Most of the existing Florida Days has already been largely developed and platted (as Phases 1, 2, & 3, with a total of 79 Single Family lots).

This proposed subject Phase 4 plat area consists of 20.29 acres at the southern portion of the PUD area, fronting Turnbull Bay Road and containing a proposed 30 lots. While previously combined with Phase 5 in the application and review process (and still shown that way on the attached Exhibit D Construction Plans), Phase 4 is now the single area included in this Final Plat approval request (with its plat attached accordingly). This Phase 4 plat approval had been requested to be delayed by the applicant, due to title issues discovered in the course of review and approval by the City's reviewing surveyor, and which are now resolved.

The previously approved Phase 5 plat area is at the northern portion of the PUD area & fronting on Creek Shore Drive, with a proposed 8 lots. Various other Tract areas are also proposed for infrastructure of roads, stormwater management, open space and/or

wetlands preservation, etc.

TAX ID #: Phase 4 is # 7303-00-00-0021

EXHIBITS PROVIDED:
Exhibit A - Location Map
Exhibit B - Aerial Map
Exhibit C - Proposed Phase 4 Plat
Exhibit D - Proposed Phases 4 & 5 Construction Plans (applicable to Phase 5 only)
Exhibit E - Contract for Plat Recording - Phase 4 only

Findings:

The majority of the existing Florida Days PUD area is now already developed, with 79 single family lots previously platted as part of existing and recorded Phases 1, 2, & 3. These three platted Phase areas (1-3) now also comprise approximately 70 of the current 113 acres governed by the current MDA. That existing platted development consists of 20 Large Lots (defined by the MDA as having a minimum 22,000 square feet (SF) of lot area), and 49 Small Lots (defined by the MDA as having a minimum 7,800 SF of lot area).

The Phase 4 plat now included in this request consists of 30 proposed single family lots within a 20.29 acre area, with a minimum lot size of 65' wide x 125' deep, or 8,125 SF of lot area. That Phase 4 plat shows a private and gated roadway entrance/connection to Turnbull Bay Road, which is controlled and maintained by Volusia County. An additional connection at the north property line of this Phase 4 area would be to existing internal private roads within Phase 3 of the Florida Days PUD.

There are a number of large and/or Historic Trees within the Phase 4 area that are proposed to remain and be preserved, with the PUD MDA text specifying no Historic Trees will be proposed or requested to be removed.

It should be noted that the attached Exhibit D Construction Plans include both the Phase 4 and Phase 5 areas, with separate plan sheets provided for each of those two areas. Staff has no concerns about those current plans also showing Phase 5, with the understanding that the only plan and plat approval now being requested is for Phase 4 only, and with Phase 5 having already been approved at the June 28, 2022 Commission

meeting.

At their May 2, 2022 Planning and Zoning Board meeting, the Board voted 5-0 to recommend approval of both the Phase 4 & 5 plats and plans, as was then presented to them. As noted above, the Phase 5 plat area was previously separated and approved, with Phase 4 now being presented for final Commission approval at this later meeting date.

Recommendation

Staff recommends approval of the Phase 4 plat and its associated Construction Plans as currently submitted.

Fiscal Analysis:
N/A

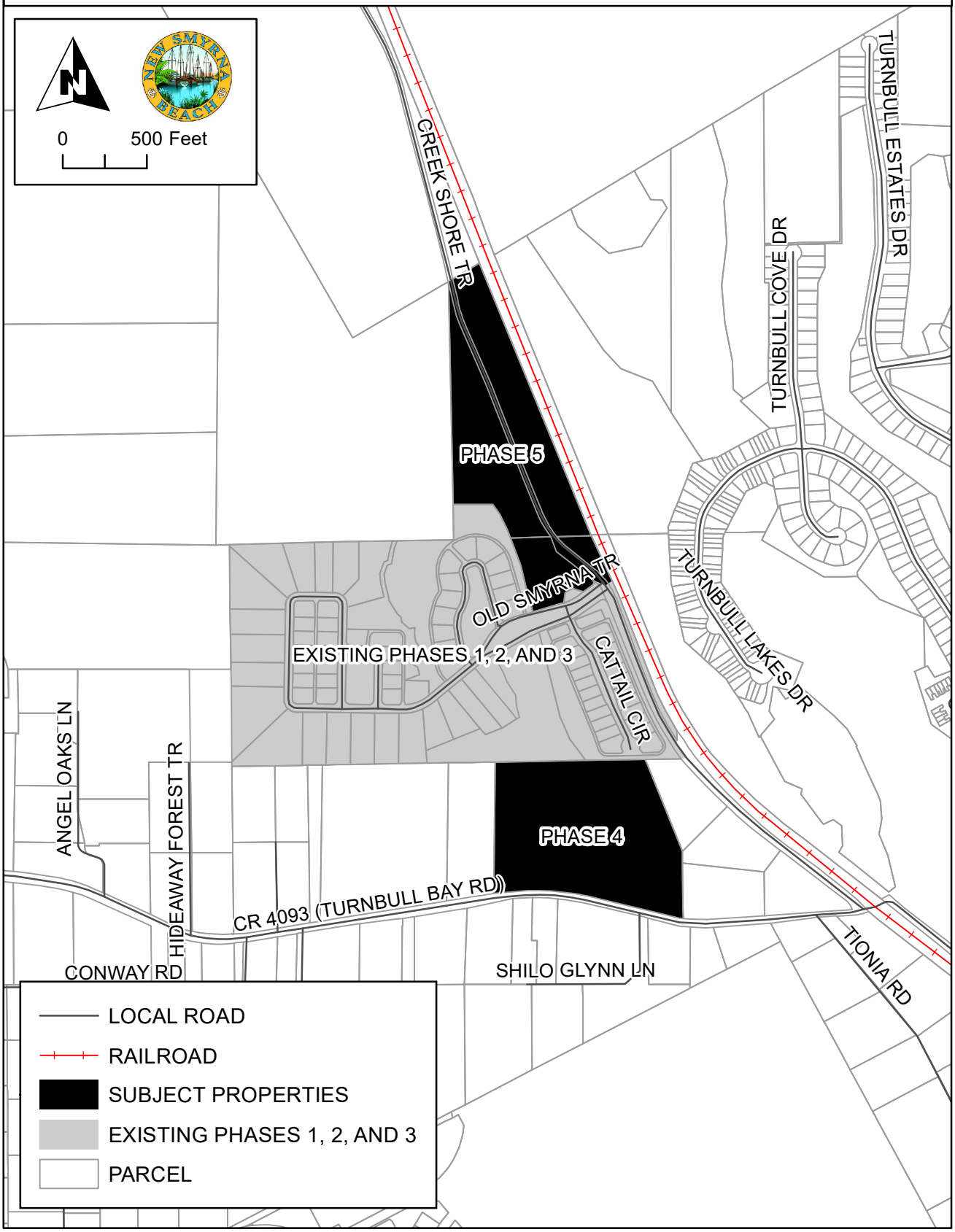
Strategic Plan Item:
No

Staff Report Created By: Jeff Gove - Chief Planner

Attachments:

Ex. A - Location Map.pdf
Ex. B. - Aerial Map.pdf
Ex. C - PLAT of FLORIDA DAYS PH 4 07-30-2022.pdf
Ex. D - Phase 4 and 5 Construction Plans.pdf
Ex. E - Full PH 4 Plat Contract.pdf

S-1-21: FLORIDA DAYS PHASES 4 & 5 FINAL PLATS
LOCATION MAP



S-1-21: FLORIDA DAYS PHASES 4 & 5 FINAL PLATS
AERIAL MAP



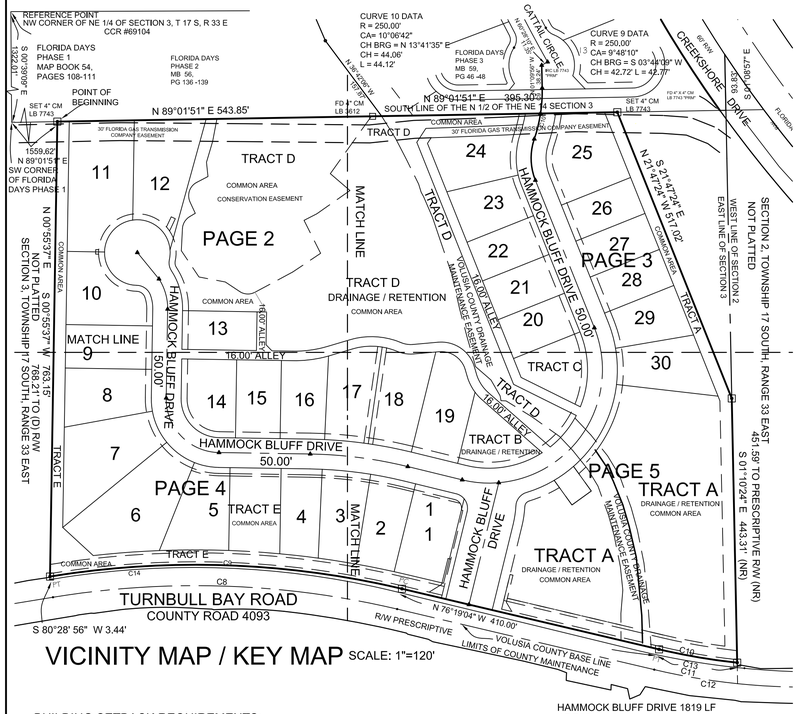
FLORIDA DAYS PHASE 4

A PARCEL OF LAND IN THE SOUTH ½ OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA IN THE CITY OF NEW SMYRNA BEACH.

A PARCEL OF LAND IN THE SOUTH ½ OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3, AS SHOWN ON THE DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT NUMBER 69104; RUN THENCE S 00°39'09" E ALONG THE WEST BOUNDARY LINE OF FLORIDA DAYS PHASE 1, AS RECORDED IN MAP BOOK 54, PAGES 108 THROUGH 111, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, FOR A DISTANCE OF 1322.01 FEET TO THE SOUTH WEST CORNER OF SAID FLORIDA DAYS PHASE 1, SAID BEING THE NORTHWEST CORNER OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 89°01'51" E ALONG THE SOUTH LINE OF THE SAID FLORIDA DAYS PHASE 1, AND THE SAME BEING THE SOUTH LINE OF FLORIDA DAYS PHASE 1, AND THE SAME BEING THE SOUTH LINE OF FLORIDA DAYS PHASE 1A, AS RECORDED IN MAP BOOK 54, PAGES 108 THROUGH 111, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, FOR A DISTANCE OF 1559.62 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N 89°01'51" E ALONG THE SOUTH LINE OF SAID FLORIDA DAYS PHASE II, FOR A DISTANCE OF 543.85 FEET TO THE SOUTHWEST CORNER OF FLORIDA DAYS PHASE III, AS RECORDED IN MAP BOOK 59, PAGES 46 THROUGH 48, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE CONTINUE N 89°01'51" E ALONG THE SOUTH LINE OF SAID FLORIDA DAYS PHASE III, FOR A DISTANCE OF 395.30 FEET; THENCE S 21°47'24" E FOR A DISTANCE OF 517.02 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE S 01°10'24" E ALONG THE SAID EAST LINE OF SECTION 3, FOR A DISTANCE OF 450.67 FEET TO POINT ON THE NORTH RIGHT OF WAY LINE OF TURNBULL BAY ROAD (A COUNTY MAINTAINED PRESCRIPTIVE RIGHT-OF-WAY ESTABLISHED BY WILLIAM E. SWOOPE SURVEY PREPARED IN 1970, SAID POINT BEING ON A CURVE CONCAVE NORTHERLY AND TO THE RIGHT, HAVING A RADIUS OF 1323.40 FEET, A CENTRAL ANGLE OF 7°28'06", A CHORD BEARING OF N 80°03'07" W, A CHORD DISTANCE OF 172.38 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 172.50 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N 76°19'04" W FOR A DISTANCE OF 410.00 FEET TO A CURVE CONCAVE SOUTHERLY AND TO THE LEFT, HAVING A RADIUS OF 1437.80 FEET, A CENTRAL ANGLE OF 23°12'00", AN CHORD BEARING OF N 87°55'04" W, A CHORD DISTANCE OF 578.22 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 582.19 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S 80°28'56" W FOR A DISTANCE OF 6.69 FEET; THENCE N 00°55'37" E LEAVING THE SAID NORTH RIGHT OF WAY OF TURNBULL BAY FOR A DISTANCE OF 768.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 20.288 ACRES MORE OR LESS.



VICINITY MAP / KEY MAP SCALE: 1"=120'

BUILDING SETBACK REQUIREMENTS:

FRONT ____ 15.00 FEET
REAR ____ 10.00 FEET
SIDE ____ 7.50 FEET
SIDE CORNER LOT 7.50 FEET

ABBREVIATIONS / LEGEND

- PCP NAIL & BRASS DISK LB 7743
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- CA CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE
- FP&L CO FLORIDA POWER & LIGHT COMPANY
- LB LICENSED BUSINESS
- CME... CURVE MAINTENANCE EASEMENT DATA
- FD FOUND
- CM CONCRETE MONUMENT
- CCR ... CERTIFIED CORNER RECORD
- MB MAP BOOK
- BK BOOK
- OR OFFICIAL RECORDS BOOK
- PG PAGE
- ID IDENTIFICATION
- SET 4" CONCRETE MONUMENT LB 7743 "PRM"
- FD 4" CONCRETE MONUMENT LB 3612 "PRM"
- R/W RIGHT OF WAY
- (NR) NON RADIAL
- (P) PLAT
- (M) MEASURED
- (R) RADIAL
- (D) DEED AND OR DESCRIPTION
- ℄ CENTERLINE
- PT POINT OF TANGENCY
- PC POINT OF CURVE
- OR OFFICIAL RECORD BOOK
- PI POINT OF INTERSECTION
- PCC POINT OF COMPOUND CURVE

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

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HAMMOCK BLUFF DRIVE 1819 LF

AREAS
TRACT A - E 8.950 ACRES
STREETS & ALLEYS 2.902 ACRES
ADDITIONAL R/W 0.186 ACRES
LOTS TOTAL 8.250 ACRES
TOTAL AREA 20.288 ACRES MORE OR LESS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

TURNBULL BAY ROAD CURVE DATA

CURVE NO.	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	LENGTH
8	1475.00'	22°34'38"	S 88°01'51" E	577.46'	581.22'
9	1510.00'	22°33'08"	S 88°01'06" E	590.52'	594.35'
10	1065.00'	7°09'13"	S 80°19'09" E	132.88'	132.97'
11	1100.00'	7°23'11"	S 80°26'08" E	141.71'	141.81'
12	1100.00'	17°13'53"	S 85°21'29" E	329.57'	330.82'
13	1323.40'	7°28'06"	N 80°03'07" W	172.38'	172.50'
14	1437.80'	23°12'00"	N 87°55'04" W	578.22'	582.19'

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY:

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA, STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS
FOR THE FIRM BY

_____ DATE:_____
WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR AND MAPPER No, 5381, LB # 8011
110 W, INDIANA AVE, SUITE 200
DELAND, FL 32720

PHONE: 321-354-9854

CERTIFICATE OF APPROVAL BY CITY ATTORNEY

THIS IS TO CERTIFY THAT ON _____ THIS PLAT WAS APPROVED.
BY:

CITY ATTORNEY _____

GENERAL NOTES:

1. NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, IN ACCORDANCE WITH CHAPTER 177, THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING BASE N 89°01'51" E ALONG THE SOUTH LINE OF FLORIDA DAYS PHASE 2, AS RECORDED IN MAP BOOK 56, PAGES 136-139.
4. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
5. THE FLORIDA DAYS HOMEOWNERS ASSOCIATION, INC, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF NEW SMYRNA BEACH, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORM WATER MANAGEMENT SYSTEMS, THE CITY OF NEW SMYRNA BEACH SHALL BE ENTITLED TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES, AND, SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY.
6. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FLORIDA DAY IS RECORDED IN OFFICIAL RECORDS BOOK 6091, PAGE 2013 AND THE SUPPLEMENTAL RESTRICTIONS IS RECORDED AT OFFICIAL RECORD BOOK 7113, PAGE 2345 AND FIRST AMENDMENT RECORDED IN OFFICIAL RECORD BOOK 7154, PAGE 2180 AND SECOND SUPPLEMENTAL RESTRICTIONS IN OFFICIAL RECORDS BOOK 7439, PAGE 746, FIFTH AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 7867, PAGE 454, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
7. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.27/12=3.280833333333 EQUATION FOR CONVERSION FROM U.S. FOOT TO METERS.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THE PLAT. FRONT LOT LINE(S) (STREET FRONTAGE) 10.00 FEET WIDE.
9. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
10. THE COMMON AREAS GRANTED TO THE FLORIDA DAYS HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIED HEREON OR GRANTED IN ACCORDANCE WITH THE FLORIDA DAYS HOMEOWNERS ASSOCIATION, INC, COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
11. THE FLORIDA DAYS HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTAINING ALL STREETS, ALLEYS, ALL LANDSCAPING, SIGNS AND IRRIGATION IN THE COMMON AREAS.
12. UTILITIES SHALL INCLUDE BUT NOT LIMITED TO POTABLE WATER, SANITARY SEWER, RECLAIMED WATER, STORM DRAINAGE, TELEPHONE, CABLE TV, ELECTRIC, TELECOMMUNICATIONS, SECURITY AND NATURAL GAS.
13. VEGETATION BUFFERS SHALL REMAIN IN ITS NATURAL CONDITION AND SHALL NOT BE REQUIRED TO HAVE IRRIGATION, REFER TO FLORIDA DAYS CONVENANTS AND RESTRICTION PER OFFICIAL RECORD BOOK 6091, PAGE 2013 AND THE SUPPLEMENTAL DECLARATION IS RECORDED AT OFFICIAL RECORD BOOK 7113, PAGE 2345, FIRST AMENDMENT OR 7154, PG 2180 AND SECOND SUPPLEMENT RESTRICTIONS OR 7439, PG 746, FIFTH AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 7867, PAGE 454, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. SMALL LOTS: MAXIMUM BUILDING 40%, IMPERVIOUS 60% COVERAGE.
15. ALL PRMS, PCP'S, AND LOT CORNERS WILL BE SET AFTER STREET AND ALLEY CONSTRUCTION.

MAP BOOK PAGE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT OLD SMYRNA LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED FLORIDA DAYS PHASE 4, LOCATED IN THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED, DEDICATES TRACT D CONSERVATION EASEMENT FOR CONSERVATION WITH THE EXCEPTION OF THE ACCESS UPON AND THROUGH THE AREA OF THE FLORIDA GAS TRANSMISSION EASEMENT AS SHOWN HEREON, DEDICATES ADDITIONAL RIGHT OF WAY OF TURNBULL BAY ROAD TO THE PUBLIC, DEDICATES THE STREET HAMMOCK BLUFF DRIVE, ALLEYS, COMMON AREAS, RECREATION AREAS, STORM WATER DRAINAGE RETENTION AREA DRAINAGE EASEMENTS, TO THE FLORIDA DAYS HOMEOWNERS ASSOCIATION, INC. AND ALL POTABLE WATER, SANITARY SEWER AND LIFT STATION, RECLAIMED WATER, AND ELECTRICAL SYSTEMS AND/OR THEIR EASEMENTS, ALONG WITH EASEMENT A AND TRACK F TO THE UTILITIES COMMISSION OF THE CITY OF NEW SMYRNA BEACH, AND FURTHER DEDICATE TO THE CITY OF NEW SMYRNA BEACH AN ACCESS EASEMENT FOR EMERGENCY AND OTHER GOVERNMENT SERVICES OVER HAMMOCK BLUFF DRIVE AND ALL DRAINAGE, UTILITY, AND MAINTENANCE, EASEMENTS ON THIS PLAT, ALL LOTS, PARCELS AND OTHER AREAS SHOWN OR DEPICTED HEREON AS COMMON AREAS AND ALL DRAINAGE EASEMENTS ARE HEREBY GRANTED TO THE FLORIDA DAYS HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSES DEPICTED ON THE SUBDIVISION PLANS APPROVED BY THE CITY OF NEW SMYRNA BEACH, FLORIDA, AND FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES, STORM WATER RUNOFF FROM THE ACCESS EASEMENT IS ALLOWED TO ENTER THE RETENTION AREAS THAT ARE MAINTAINED BY THE HOMEOWNERS ASSOCIATION, IN WITNESS WHEREOF, OLD SMYRNA LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED, ATTESTED, AND SEALED BY THOSE NAMED BELOW ON THIS

IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW AND ITS CORPORATE SEAL TO AFFIXED HERETO ON THE ___ DAY OF _____ 2022.

BY _____
PRINTED NAME MICHAEL L HICKSON
TITLE CHIEF EXECUTIVE OFFICER FOR OLD SMYRNA LAND COMPANY, LLC,
STATE OF FLORIDA, COUNTY OF VOLUSIA,

I HERBY CERTIFY, THANT ON THIS DAY, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____DAY OF _____ 2022, BY _____, ON BEHALF OF SAID CEO, THAT BEFORE ME BY MEANS OF
( ) PHYSICAL PRESENCE OR
( ) ONLINE NOTARIZATION, HE/SHE IS PERSONALLY KNOWN TO ME OR PRODUCED _____ AS IDENTIFICATION .

_____ COMMISSION NO. _____
SIGNITURE OF NOTARY PUBLIC

_____ MY COMMISSION EXPIRES _____
PRINTED NAME OF NOTARY PUBLIC
NOTARY PUBLIC, STATE FO FLORIDA

JOINDER AND CONSENT TO DEDICATION

_____ BANK, A _____ HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, LIEN OR OTHER ENCUMBRANCE UPON THE PROPERTY SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED FLORIDA DAYS PHASE 4, LOCATED IN THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA,

FRIENDS BANK, HEREBY JOINS IN AND CONSENTS TO THE DEDICATION OF THE LANDS AND PLAT AND AGREES THAT ITS MORTGAGE, LIEN OR OTHER ENCUMBRANCE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, AND LAST MODIFIED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE SAID DEDICATION. IN WITNESS WHEREOF FRIENDS BANK, HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ITS SEAL AFFIXED BY ITS DULY AUTHORIZED OFFICERS

THIS _____ DAY OF _____ . 2022 WITNESS

BY: _____ ATTEST: _____

_____ _____
(PRINTED NAME) (PRINTED NAME)
TITLE: _____ TITLE: _____ STATE OF FLORIDA
COUNTY OF VOLUSIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2022, BY _____, _____ AND

I HERBY CERTIFY, THANT ON THIS DAY, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____DAY OF _____ 2022, BY _____, ON BEHALF OF SAID CEO, THAT BEFORE ME BY MEANS OF
( ) PHYSICAL PRESENCE OR
( ) ONLINE NOTARIZATION, HE/SHE IS PERSONALLY KNOWN TO ME OR PRODUCED _____ AS IDENTIFICATION .

_____ COMMISSION NO. _____
SIGNITURE OF NOTARY PUBLIC

_____ MY COMMISSION EXPIRES _____
PRINTED NAME OF NOTARY PUBLIC
NOTARY PUBLIC, STATE FO FLORIDA

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES IN FORM, WITH ALL REQUIREMENTS STATED IN CHAPTER 177 PART 1, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON THE

____ DAY OF _____ 2022 AT _____ A.M. / P.M.

_____ FILE No, _____ CLERK OF CIRCUIT COURT VOLUSIA COUNTY, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF NEW SMYRNA BEACH

THIS IS TO CERTIFY THAT ON _____ , THE FOREGOING PLAT WAS APPROVED BY THE CITY OF NEW SMYRNA BEACH, FLORIDA.

MAYOR: _____ _____
PRINTED NAME SIGNATURE

CITY CLERK: _____ _____
PRINTED NAME SIGNATURE

CERTIFICATE OF SURVEYOR:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT A BOUNDARY SURVEY WAS PREPARED IN PREPARING THIS PLAT, THEREIN DESCRIBED AND PLATTED: THAT THE PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177 PART I, FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN THE CITY OF NEW SMYRNA BEACH, FLORIDA.

WILLIAM S HART DATE:
PROFESSIONAL SURVEYOR AND MAPPER NO. 3905

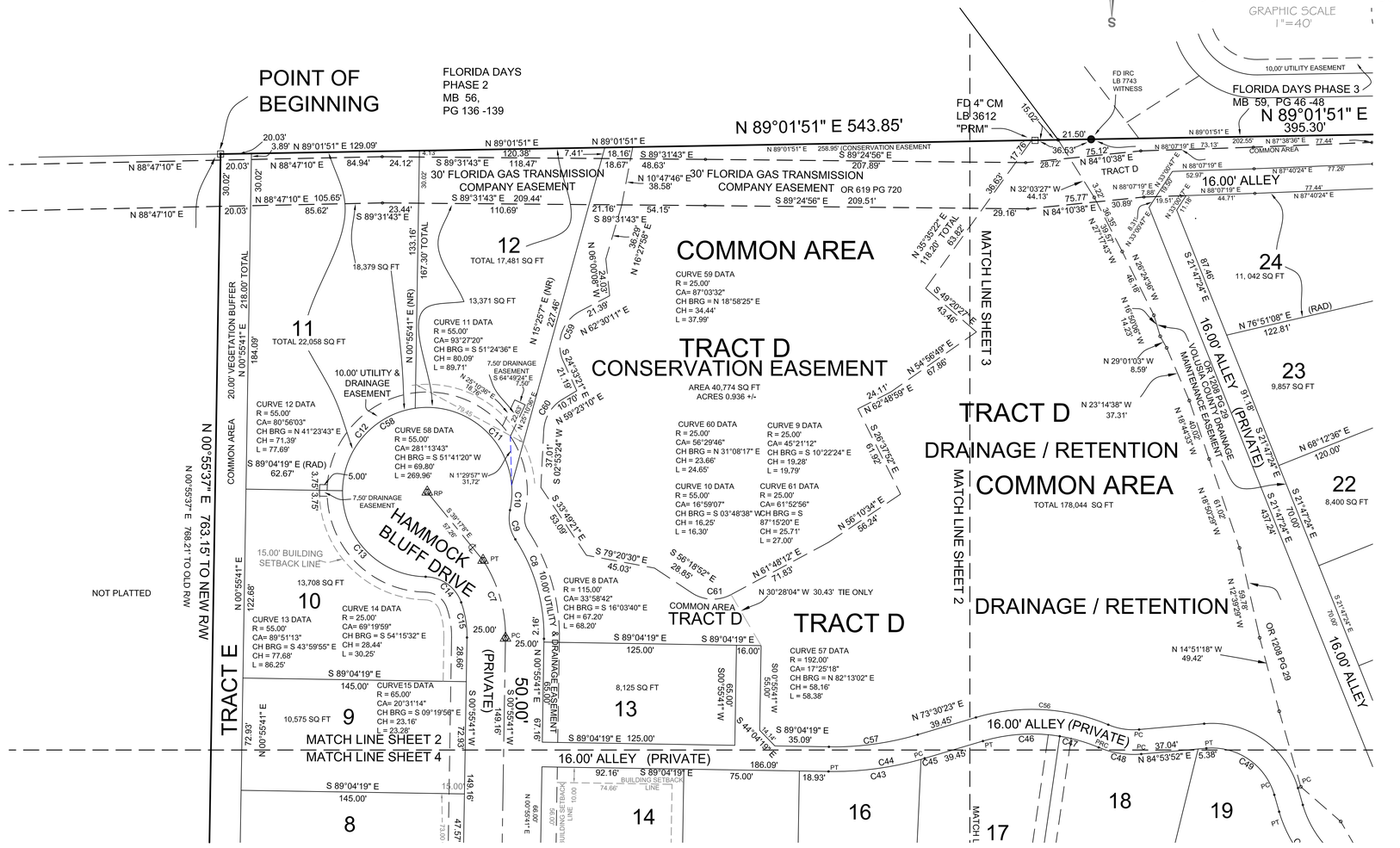
HART'S PROGRESSIVE ENTERPRISE INC LB #7743
629 OVERLOOK TRAIL
PORT ORANGE, FLORIDA, 32127

SHEET 1 OF 5

FLORIDA DAYS PHASE 4

MAP BOOK PAGE

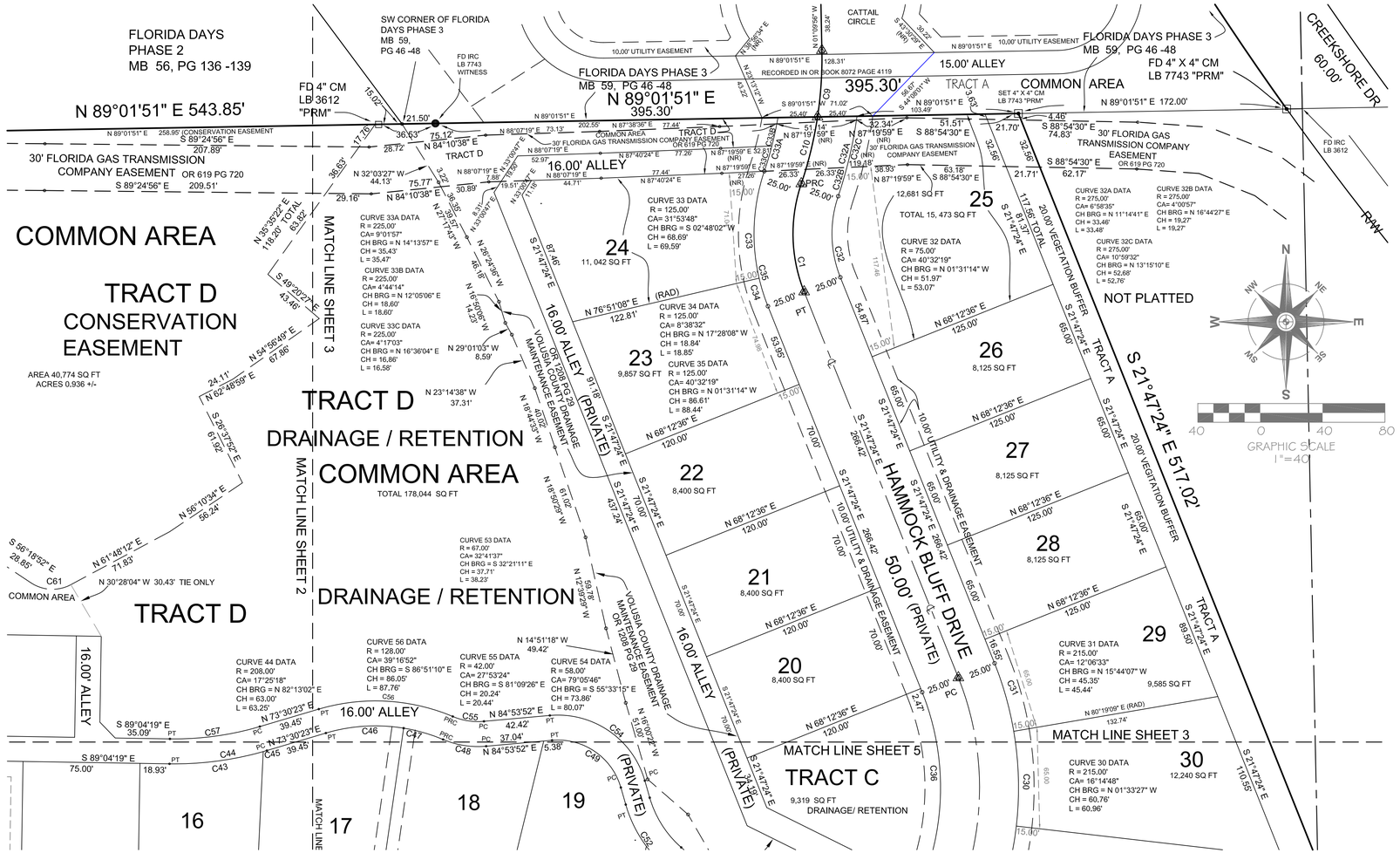
A PARCEL OF LAND IN THE SOUTH ½ OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA IN THE CITY OF NEW SMYRNA BEACH,


POINT OF BEGINNING
FLORIDA DAYS PHASE 2 MB 56, PG 136 -139
N 89°01'51" E 543.85'
FD 4" CM LB 3612 "PRM"
FD IRC LB 7743 WITNESS
FLORIDA DAYS PHASE 3 MB 59, PG 46 -48
N 89°01'51" E 395.30'
10.00' UTILITY EASEMENT
COMMON AREA
TRACT D
16.00' ALLEY
30' FLORIDA GAS TRANSMISSION COMPANY EASEMENT
30' FLORIDA GAS TRANSMISSION COMPANY EASEMENT OR 619 PG 720
N 88°47'10" E
N 00°55'37" E 763.15' TO NEW R/W
N 00°55'41" E 768.21' TO OLD R/W
COMMON AREA
20.00' VEGETATION BUFFER
218.00' TOTAL
184.09'
NOT PLATTED
TRACT E
11 TOTAL 22,058 SQ FT
18,379 SQ FT
12 TOTAL 17,481 SQ FT
13,371 SQ FT
10.00' UTILITY & DRAINAGE EASEMENT
7.50' DRAINAGE EASEMENT
HAMMOCK BLUFF DRIVE
15.00' BUILDING SETBACK LINE
13,708 SQ FT
10
10,575 SQ FT
9
8
14
13
8,125 SQ FT
16
17
18
19
24 11, 042 SQ FT
23 9,857 SQ FT
22 8,400 SQ FT
TRACT D CONSERVATION EASEMENT
AREA 40,774 SQ FT
ACRES 0.936 +/-
TRACT D DRAINAGE / RETENTION
COMMON AREA
TOTAL 178,044 SQ FT
TRACT D DRAINAGE / RETENTION
16.00' ALLEY (PRIVATE)
MATCH LINE SHEET 2
MATCH LINE SHEET 3
MATCH LINE SHEET 4
VOLUSIA COUNTY DRAINAGE MAINTENANCE EASEMENT OR 1208 PG 29
CURVE 10 DATA R = 55.00' CA= 16°59'07" CH BRG = S 03°48'38" W CH = 16.25' L = 16.30'
CURVE 9 DATA R = 25.00' CA= 45°21'12" CH BRG = S 10°22'24" E CH = 19.28' L = 19.79'
CURVE 61 DATA R = 25.00' CA= 61°52'56" CH BRG = S 87°15'20" E CH = 25.71' L = 27.00'
CURVE 8 DATA R = 115.00' CA= 33°58'42" CH BRG = S 16°03'40" E CH = 67.20' L = 68.20'
CURVE 57 DATA R = 192.00' CA= 17°25'18" CH BRG = N 82°13'02" E CH = 58.16' L = 58.38'
CURVE 59 DATA R = 25.00' CA= 87°03'32" CH BRG = N 18°58'25" E CH = 34.44' L = 37.99'
CURVE 60 DATA R = 25.00' CA= 56°29'46" CH BRG = N 31°08'17" E CH = 23.66' L = 24.65'
CURVE 12 DATA R = 55.00' CA= 80°56'03" CH BRG = N 41°23'43" E CH = 71.39' L = 77.69'
CURVE 58 DATA R = 55.00' CA= 281°13'43" CH BRG = S 51°41'20" W CH = 69.80' L = 269.96'
CURVE 11 DATA R = 55.00' CA= 93°27'20" CH BRG = S 51°24'36" E CH = 80.09' L = 89.71'
CURVE 13 DATA R = 55.00' CA= 89°51'13" CH BRG = S 43°59'55" E CH = 77.68' L = 86.25'
CURVE 14 DATA R = 25.00' CA= 69°19'59" CH BRG = S 54°15'32" E CH = 28.44' L = 30.25'
CURVE15 DATA R = 65.00' CA= 20°31'14" CH BRG = S 09°19'56" E CH = 23.16' L = 23.28'
S 89°04'19" E 145.00'
S 89°04'19" E 125.00'
16.00' ALLEY (PRIVATE)
50.00' (PRIVATE)
N 89°01'51" E 129.09'
N 89°01'51" E 120.38'
S 89°31'43" E 118.47'
S 89°31'43" E 209.44'
S 89°24'56" E 207.89'
S 89°24'56" E 209.51'
N 89°01'51" E 258.95' (CONSERVATION EASEMENT
N 84°10'38" E
N 88°07'19" E 73.13'
N 87°38'36" E 77.44'
N 87°40'24" E 77.26'
N 88°07'19" E 202.55'
N 88°07'19" E 52.97'
N 88°07'19" E 44.71'
N 87°40'24" E 77.44'
N 76°51'08" E (RAD) 122.81'
N 68°12'36" E 120.00'
N 23°14'38" W 37.31'
N 29°01'03" W 8.59'
N 62°46'59" E 24.11'
N 54°56'49" E 67.86'
N 35°35'22" E 118.20' TOTAL
S 49°20'37" E 43.46'
N 32°03'27" W 44.13'
N 84°10'38" E 75.77'
N 61°48'12" E 71.83'
N 56°10'34" E 56.24'
S 79°20'30" E 45.03'
S 56°18'52" E 28.85'
N 30°28'04" W 30.43' TIE ONLY
N 14°51'18" W 49.42'
N 73°30'23" E 39.45'
S 89°04'19" E 35.09'
S 89°04'19" E 186.09'
S 89°04'19" E 92.16'
S 89°04'19" E 75.00'
S 89°04'19" E 18.93'
N 62°48'59" E 67.86'
S 26°37'52" E 67.92'
S 21°47'24" E 437.24'
S 21°47'24" E 70.00'
S 21°47'24" E 97.18'
N 16°50'29" W 61.02'
N 12°39'29" W 59.78'
N 16°44'33" W 40.02'
N 16°59'08" W 14.23'
N 26°24'36" W 46.16'
N 21°17'45" W 39.35'
N 13°39'44" E 11.16'
N 00°55'41" E 72.93'
N 00°55'41" E 122.88'
N 00°55'41" E 67.16'
S 00°55'41" W 65.00'
S 00°55'41" W 55.00'
S 00°55'41" W 72.93'
S 00°55'41" W 149.16'
N 00°55'41" E 149.16'
N 00°55'41" E 66.00'
S 44°04'19" E
N 15°25'7" E (NR) 227.46'
N 62°30'11" E
S 24°32'27" E 21.19'
N 59°23'10" E 10.70'
S 02°52'24" W 37.01'
S 33°49'21" E 53.09'
N 00°55'41" E (NR) 133.16'
167.30' TOTAL
S 89°31'43" E 209.44'
S 89°31'43" E 110.69'
S 89°31'43" E 48.63'
S 89°31'43" E 54.15'
N 10°47'46" E 38.58'
N 16°27'58" E 38.29'
N 00°55'41" E 24.03'
N 88°00'00" W 21.39'
S 89°47'10" E 105.65'
S 89°31'43" E 23.44'
N 88°47'10" E 84.94'
N 88°47'10" E 24.12'
N 89°01'51" E 18.67'
N 89°01'51" E 18.16'
N 89°01'51" E 7.41'
N 89°01'51" E 4.13'
S 89°04'19" E (RAD) 62.67'
N 00°55'41" E 184.09'
N 00°55'41" E 72.83'
N 00°55'41" E 122.88'
N 00°55'41" E 149.16'
N 00°55'41" E 149.16'
N 00°55'41" E 72.93'
S 00°55'41" W 72.93'
S 00°55'41" W 67.16'
S 00°55'41" W 65.00'
S 00°55'41" W 55.00'
S 00°55'41" W 65.00'
S 00°55'41" W 149.16'
S 00°55'41" W 149.16'
S 00°55'41" W 72.93'
S 00°55'41" W 47.57'
N 00°55'41" E 72.93

FLORIDA DAYS PHASE 4

MAP BOOK PAGE

A PARCEL OF LAND IN THE SOUTH ½ OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA IN THE CITY OF NEW SMYRNA BEACH,



SCALE: 1" = 40'

BUILDING SETBACK REQUIREMENTS:

FRONT ___ 15.00 FEET
REAR ___ 10.00 FEET
SIDE ___ 7.50 FEET
SIDE CORNER LOT 7.50 FEET

CENTER LINE CURVE TABLE					
CURVE NO.	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	LENGTH
1	100.00'	40°32'19"	N 01°31'14" W	69.29'	70.75'
9	250.00'	9°48'10"	S 03°44'09" W	42.72'	42.77'
10	250.00'	10°06'42"	N 13°41'35" E	44.06'	44.12'

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
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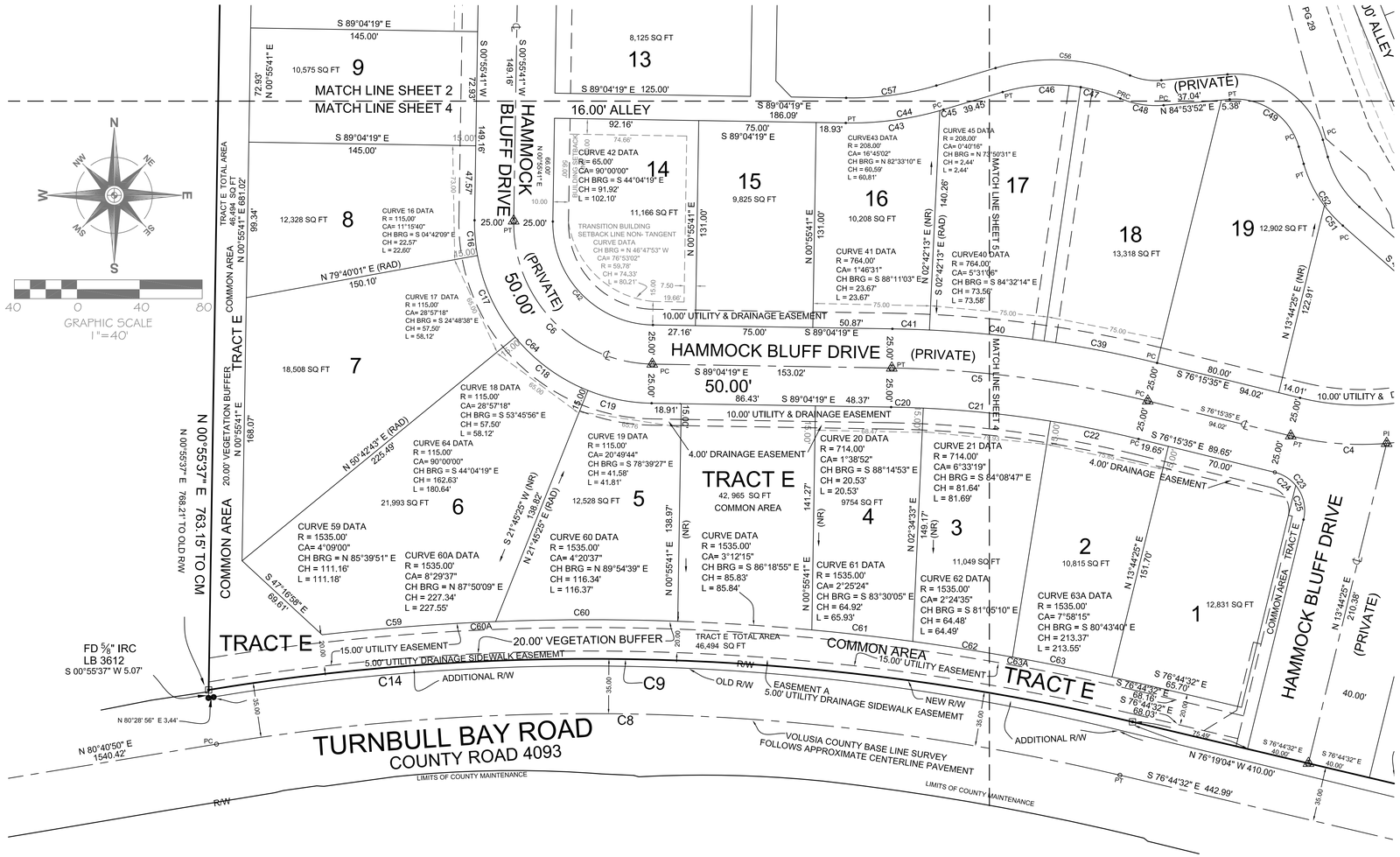
ABBREVIATIONS / LEGEND

- PCP NAIL & BRASS DISK LB 7743
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- CA CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE
- FP&L CO FLORIDA POWER & LIGHT COMPANY
- LB LICENSED BUSINESS
- CME... CURVE MAINTENANCE EASEMENT DATA
- PCC POINT OF COMPOUND CURVE
- MB MAP BOOK
- BK BOOK
- OR OFFICIAL RECORDS BOOK
- PG PAGE
- ID IDENTIFICATION
- SET 4" CONCRETE MONUMENT LB 7743 "PRM"
- FD 4" CONCRETE MONUMENT LB 3612 "PRM"
- R/W RIGHT OF WAY
- (NR) NON RADIAL
- (P) PLAT
- (M) MEASURED
- (R) RADIAL
- (D) DEED AND OR DESCRIPTION
- PI POINT OF INTERSECTION
- PT POINT OF TANGENCY
- PC POINT OF CURVE
- OR OFFICIAL RECORD BOOK
- CENTER LINE

MAP BOOK PAGE

FLORIDA DAYS PHASE 4

A PARCEL OF LAND IN THE SOUTH ½ OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA IN THE CITY OF NEW SMYRNA BEACH,



SCALE: 1" = 40'

BUILDING SETBACK REQUIREMENTS:

FRONT ___ 15.00 FEET
REAR ___ 10.00 FEET
SIDE ___ 7.50 FEET
SIDE CORNER LOT AS SHOWN

TURNBULL BAY ROAD CURVE DATA

CURVE NO.	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	LENGTH
8	1475.00'	22°34'38"	S 88°01'51" E	577.46'	581.22'
9	1510.00'	22°33'08"	S 88°01'06" E	590.52'	594.35'
14	1437.80'	23°12'00"	N 87°55'04" W	578.22'	582.19'

CENTER LINE CURVE TABLE

CURVE NO.	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	LENGTH
4	190.00'	18°36'39"	S 85°33'54" E	61.44'	61.72'
5	739.00'	12°48'44"	S 82°39'57" E	164.91'	165.25'
6	90.00'	90°00'00"	S 44°04'19" E	127.28'	141.37'

ABBREVIATIONS / LEGEND

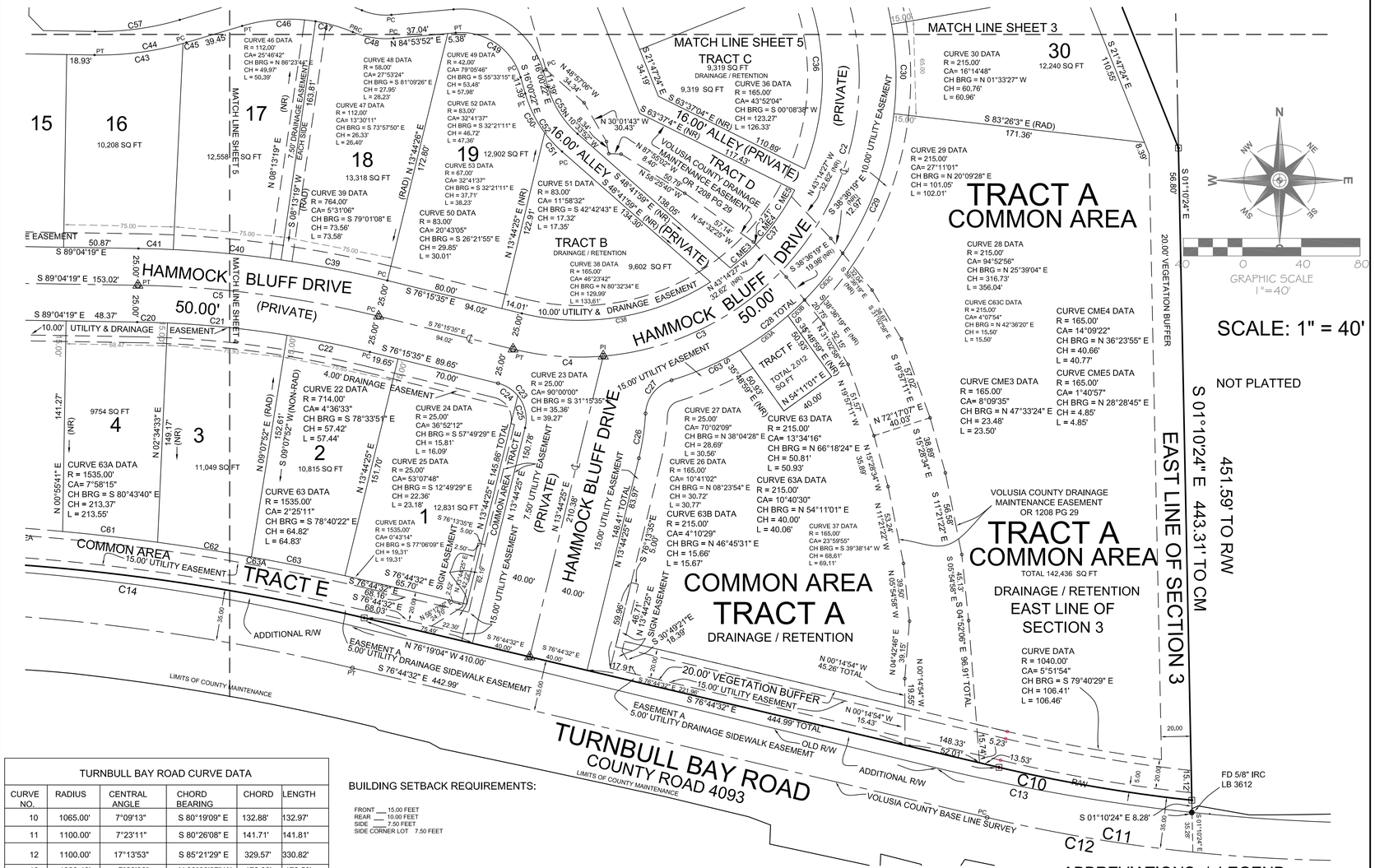
- PCP NAIL & BRASS DISK LB 7743
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- CA CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE
- FP&L CO FLORIDA POWER & LIGHT COMPANY
- LB LICENSED BUSINESS
- CME.. CURVE MAINTENANCE EASEMENT DATA
- PCC POINT OF COMPOUND CURVE
- CENTER LINE
- MB MAP BOOK
- BK BOOK
- OR OFFICIAL RECORDS BOOK
- PG PAGE
- ID IDENTIFICATION
- SET 4" CONCRETE MONUMENT LB 7743 "PRM"
- FD 4" CONCRETE MONUMENT LB 3612 "PRM"
- R/W RIGHT OF WAY
- (NR) NON RADIAL
- (P) PLAT
- (M) MEASURED
- (R) RADIAL
- (D) DEED AND OR DESCRIPTION
- PI POINT OF INTERSECTION
- CENTERLINE
- PT POINT OF TANGENCY
- PC POINT OF CURVE
- OR OFFICIAL RECORD BOOK

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
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FLORIDA DAYS PHASE 4

MAP BOOK PAGE

A PARCEL OF LAND IN THE SOUTH ½ OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA IN THE CITY OF NEW SMYRNA BEACH,



TURNBULL BAY ROAD CURVE DATA					
CURVE NO.	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	LENGTH
10	1065.00'	7°09'13"	S 80°19'09" E	132.88'	132.97'
11	1100.00'	7°23'11"	S 80°26'08" E	141.71'	141.81'
12	1100.00'	17°13'53"	S 85°21'29" E	329.57'	330.82'
13	1323.40'	7°28'06"	N 80°03'07" W	172.38'	172.50'
14	1437.80'	23°12'00"	N 87°55'04" W	578.22'	582.19'

BUILDING SETBACK REQUIREMENTS:

FRONT ___ 15.00 FEET
REAR ___ 10.00 FEET
SIDE ___ 7.50 FEET
SIDE CORNER LOT 7.50 FEET

CENTER LINE CURVE TABLE					
CURVE NO.	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	LENGTH
2	190.00'	125°31'49"	N 40°58'31" E	337.87'	416.27'
3	190.00'	106°55'10"	N 31°40'11" E	305.31'	354.56'
4	190.00'	18°36'39"	S 85°33'54" E	61.44'	61.72'
5	739.00'	12°48'44"	S 82°39'57" E	164.91'	165.25'

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ABBREVIATIONS / LEGEND

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POB POINT OF BEGINNING
CA CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
CH CHORD DISTANCE
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PC POINT OF CURVE
OR OFFICIAL RECORD BOOK
POC... POINT ON CURVE
MB MAP BOOK
BK BOOK

FINAL PLAT & CONSTRUCTION PLANS

FLORIDA DAYS

PHASES 4 & 5

NEW SMYRNA BEACH, FLORIDA

CONSTRUCTION NOTES:

1. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CLEARING
2. THE CONTRACTOR SHALL REVIEW AND MAINTAIN A COPY OF THE SJRWMD PERMIT ON SITE.
3. THE CONTRACTOR MUST CONSTRUCT AND MAINTAIN A PERMANENT PROTECTIVE COVER FOR EROSION AND SEDIMENT CONTROL ON ALL LAND SURFACES EXPOSED OR DISTURBED BY CONSTRUCTION OF THE PERMITTED PROJECT. SAID COVER MUST BE INSTALLED WITHIN 14 DAYS AFTER FINAL GRADING OF THE AFFECTED LAND SURFACE. A PERMANENT VEGETATIVE COVER MUST BEESTABLISHED WITHIN 60 DAYS OF IT'S INSTALLATION.
4. ALL AREAS TO BE DISTURBED WILL HAVE SILT FENCES AROUND THE PERIMETER OR OTHER EROSION CONTROLTO PROHIBIT EROSION AND SEDIMENT FROM DISCHARGING OFFSITE.
5. SWALES, BERMS AND GRASSED AREAS WILL BE MOWED AS NECESSARY AND ARE TO BE CHECKED PERIODICALLY FOR EROSION. ALL AREAS ARE TO BE REPAIRED/ MAINTAINED BY THE CONTRACTOR.
6. ELEVATIONS REFER TO NAVD 1988 DATUM AS SHOWN ON THE SURVEY.
7. SEE SOIL BORINGS FOR EXISTING SOIL DATA
8. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SODDED OR SEEDED WITH STRAW MULCH.
9. ALL EXISTING TREES ON SITE THAT ARE TO BE PRESERVED WILL BE PROTECTED BY THE USE OF SILT FENCES THAT ARE ERECTED AND MAINTAINED THROUGHOUT SUBDIVISION CONSTRUCTION.
10. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH
    A. THE CITY OF NEW SMYRNA BEACH SPECIFICATIONS
    B. THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION.
    C. THE FDOT "STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION
    D. "ELECTRIC SERVICE RULES AND STANDARDS", LATEST EDITION OF THE UTILITIES COMMISSION OF THE CITY OF NEW SMYRNA BEACH
    E. "POTABLE WATER RULES, DESIGN AND CONSTRUCTION SPECIFICATIONS", LATEST EDITION OF THE UTILITIES COMMISSION OF THE CITY OF NEW SMYRNA BEACH
    F. "WASTEWATER RULES, DESIGN AND CONSTRUCTION SPECIFICATIONS", LATEST EDITION OF THE UTILITIES COMMISSION OF THE CITY OF NEW SMYRNA BEACH
    G. "RECLAIMED WATER RULES, DESIGN AND CONSTRUCTION SPECIFICATIONS", LATEST EDITION OF THE UTILITIES COMMISSION OF THE CITY OF NEW SMYRNA BEACH
11. FOR ANY MODIFICATION TO THE STORMWATER DESIGN OR BUILDING LOCATION, THE CONTRACTOR IS TO CONSULT THE DESIGN ENGINEER AND OBTAIN APPROVAL FROM THE CITY OF NEW SMYRNA BEACH.
12. THE 100 YEAR FLOOD PLAIN IS ZONE"X" AND "AE-5" AS SHOWN ON FEMA MAP 12127C0540J, DATED 9/29/17.
13. SEE CLEARING PLAN FOR TREES TO BE REMOVED AND TREES TO BE PRESERVED .
14. THE UTILITIES COMMISSION OF THE CITY OF NEW SMYRNA BEACH WILL BE THE PROVIDER OF WATER, SEWER, RECLAIMED (REUSE) WATER AND ELECTRIC FOR THIS PROJECT.
15. ALL PROPOSED CLEANOUTS SHALL HAVE TRAFFIC TYPE FRAME AND COVER.
16. SIGNS SHALL BE ALLOWED ONLY BY SEPARATELY ISSUED SIGN PERMITS.
17. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES, ON AND ADJACENT TO THIS SITE, PRIOR TO ANY CONSTRUCTION.
18. AFTER CONSTRUCTION, THE OWNER AND/OR HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL OPEN SPACES, LANDSCAPING, DRAINAGE RETENTION AREAS AND OTHER FACILITIES.
19. ALL PROPOSED UTILITIES SHALL BE PLACED UNDERGROUND.
20. CONSTRUCTION TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
21. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY STANDARD CONSTRUCTION DETAILS, LATEST EDITION, UNLESS OTHERWISE SPECIFICALLY APPROVED.
22. CONSERVATION EASEMENTS, SHOWN HEREON SHALL BE SUBJECT TO THE CONSERVATION EASEMENT TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PURSUANT TO SECTION 704.06, FLORIDA STATUTES, AND IT'S USE IS RESTRICTED AS OUTLINED IN THE CONSERVATION EASEMENT AND STATUTE.
23. FINAL DESIGN DRAWINGS AND APPROVED DEVELOPER'S AGREEMENT AND ADDENDUM WILL BE REQUIRED BEFORE THE UTILITIES COMMISSION OF THE CITY OF NEW SMYRNA BEACH CAN SIGN OFF ON FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION SEWER OR FLORIDA DEPT. OF HEALTH WATER PERMIT APPLICATIONS.
24. ALL AGENCY PERMITS, INCLUDING COUNTY, SJRWMD, DEPT OF HEALTH, FLORIDA DEPT OF ENVIRONMENTAL PROTECTION, ETC. MUST BE PROVIDED TO THE CITY PRIOR TO THE CITY SCHEDULING A PRE-CONSTRUCTION MEETING.
25. SITE DEVELOPMENT SHALL ADHERE TO THE CITY'S CONSTRUCTION MANAGEMENT GUIDELINES AS GIVEN IN ORDINANCE 60-19. THIS MAY REQUIRE A 6' CHAIN LINK FENCE WITH SINGLE COLOR FABRIC ALONG THE TURNBULL BAY ROAD PERIMETER.

ALL STREETS AND ALLEYS ARE PRIVATE AND WILL BE GRANTED TO THE FLORIDA DAYS HOMEOWNERS' ASSOCIATION WHICH WILL MAINTAIN THEM IN PERPETUITY.

PROPOSED PROJECT USE: SINGLE FAMILY RESIDENTIAL

TRANSPORTATION IMPACT ANALYSIS
RESIDENTIAL SINGLE FAMILY - ITE CODE 210
DAILY TRIPS
9.57 TRIPS PER DWELLING UNIT = 9.57 X 38 UNITS = 364 TRIPS PER DAY
PEAK HOUR TRIPS
TURNBULL BAY ROAD LEVEL OF SERVICE WILL NOT BE DECREASED BY THIS DEVELOPMENT.

WETLANDS EXIST ON SITE AND ARE TO BE PRESERVED. A MAN-MADE SURFACE WATER TRAVERSES THROUGH THE SITE AND WILL BE IMPACTED BY A CULVERT NECESSARY FOR A ROAD CROSSING. NO OTHER IMPACTS ARE EXPECTED.

WASTE FROM THE SITE IS RESIDENTIAL TYPE MATERIAL.

A MINIMUM CLEARANCE OF 13'-6" SHALL BE PROVIDED OVER ALL DRIVES

THE REQUIRED FIRE FLOW IS 1,000 GALLONS PER MINUTE.

PHASE 4 TAX PARCEL NUMBER - 7303-0000-0021
PHASE 5 TAX PARCEL NUMBERS - 6334-0004-0010
6334-0004-0030



LOCATION MAP

OWNER: OLD SMYRNA LAND COMPANY, MIKE HICKSON
P.O. BOX 1202
NEW SMYRNA BEACH, FL. 32170
(386) 428-7401
E-MAIL: OFFICE@HICKSONCONSTRUCTION.COM

ENGINEER: JERRY K. FINLEY, P.E.
FINLEY ENGINEERING SOLUTIONS, INC.
3959 SO. NOVA ROAD, SUITE B-34
PORT ORANGE, FL. 32127
(386) 756-8676
JFINLEY@FINLEYENGINEERS.COM

SURVEYOR:
HARTS PROGRESSIVE ENTERPRISES, INC.
PORT ORANGE, FL. 32127
(386)767-2776
WILLIAMHART@BELLSOUTH.NET

PHASE 4

DESCRIPTION (OR 7135, PG 670)

A PARCEL OF LAND IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST, DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE EAST ALONG NORTH LINE 1447 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 9 MINUTES WEST 765 FEET TO THE NORTH RIGHT OF WAY LINE OF THE TURNBULL BAY ROAD; THENCE ALONG SAID NORTH LINE NORTH 80 DEGREES 45 MINUTES EAST 3.44 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A CENTRAL ANGLE 23 DEGREES 12 MINUTES AND A RADIUS OF 1437.8 FEET; THENCE ALONG SAID CURVE 582.2 FEET TO THE P.T. OF A CURVE; THENCE CONTINUE ALONG NORTH RIGHT OF WAY LINE SOUTH 76 DEGREES 3 MINUTES EAST 410.00 FEET TO THE P.C. OF A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 17 DEGREES 46 MINUTES AND A RADIUS OF 1323.4 FEET; THENCE ALONG ARC OF SAID CURVE 188.4 FEET; THENCE NORTH 1 DEGREES 9 MINUTES EAST 386.5 FEET (BEING THE EAST LINE OF SAID SECTION 3); THENCE NORTH 21 DEGREES 35 MINUTES 30 SECONDS WEST 572.8 FEET TO THE NORTH LINE OF THE SAID SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE ALONG SAID NORTH LINE WEST 945.1 FEET TO THE POINT OF BEGINNING.

SURVEYORS DESCRIPTION

A PARCEL OF LAND IN THE SOUTH ½ OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3, AS SHOWN ON THE DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT NUMBER 69104; RUN THENCE S 00°39'09" E ALONG THE WEST BOUNDARY LINE OF THE OF FLORIDA DAYS PHASE 1, AS RECORED IN MAP BOOK 54, PAGES 108 THROUGH 111, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, FOR A DISTANCE OF 1322.01 FEET TO THE SOUTH WEST CORNER OF SAID FLORIDA DAYS PHASE 1, SAID BEING THE NORTHWEST CORNER OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 89°01'51" E ALONG THE SOUTH LINE OF THE SAID FLORIDA DAYS PHASE 1, AND THE SAME BEING THE SOUTH LINE OF FLORIDA DAYS PHASE II, AS RECORED IN MAP BOOK 54, PAGES 108 THROUGH 111, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, FOR A DISTANCE OF 1559.62 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N 89°01'51" E ALONG THE SOUTH LINE OF SAID FLORIDA DAYS PHASE II, FOR A DISTANACE OF 543.85 FEET TO THE SOUTHWEST CORNER OF FLORIDA DAYS PHASE III, AS RECORDED IN MAP BOOK 59, PAGES 46 THROUGH 48, OF THE PUBLIC RECOREDS OF VOLUSIA COUNTY, FLORIDA. THENCE CONTINUE N 89°01'51" E ALONG THE SOUTH LINE OF SAID FLORIDA DAYS PHASE III, FOR A DISTANCE OF 395.30 FEET; THENCE S 21°47'24" E FOR A DISTANCE OF 517.02 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE S 01°10'24" E ALONG THE SAID EAST LINE OF SECTION 3, FOR A DISTANCE OF 448.80 FEET TO POINT ON THE NORTH RIGHT OF WAY LINE OF TURNBULL BAY ROAD (A COUNTY MAINTAINED PRESCRIPTIVE RIGHT-OF-WAY BEING 1.0 FEET SOUTH OF THE EXISTING FENCE THE FOLLOWING COURSE AND DISTANCE:
THENCE N 82°34'17" W 42.96 FEET;
THENCE N 79°27'04" W 50.75 FEET;
THENCE N 77°09'42" W 52.77 FEET;
THENCE N 68°23'22" W 42.59 FEET;
THENCE N 80°51'56" W 26.62 FEET;
THENCE N 77°01'52" W 42.12 FEET;
THENCE N 78°35'36" W 53.17 FEET;
THENCE N 77°06'13" W 57.50 FEET;
THENCE N 76°15'35" W 63.28 FEET;
THENCE N 76°59'56" W 64.81 FEET;
THENCE N 77°18'32" W 89.42 FEET;
THENCE N 78°16'33" W 77.85 FEET;
THENCE N 79°28'59" W 75.38 FEET;
THENCE N 85°17'38" W 71.50 FEET;
THENCE N 86°02'36" W 142.29 FEET;
THENCE S 86°42'02" W 78.96 FEET;
THENCE S 83°54'08" W 49.97 FEET;
THENCE S 83°50'40" W 89.73 FEET TO WEST LINE OF THE BOUNDARY LINE AS ESTABLISHED BY WILLIAM E. SWOOPE SURVEY PREPARED IN 1970; THENCE N 00°55'37" E ALONG THE WEST LINE OF SAID SWOOPE LINE FOR A DISTANCE OF 763.62 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 20.288 ACRES MORE OR LESS.

PHASE 5

NAME OF SUBDIVISION: FLORIDA DAYS PHASES 4 & 5

SITE DATA:
PHASE 4
TOTAL AREA: 20.288 ACRES
TOTAL NUMBER OF LOTS: 30
DENSITY: 1.48 UNITS PER ACRE
LINEAL FEET OF STREET: 1,900'
MINIMUM LOT SIZE: 65' WIDE / 7,800 SQFT
BUILDING SETBACKS
FRONT: 15'
REAR: 10'
SIDE: 7.5'

SITE DATA:
PHASE 5
TOTAL AREA: 21.472 ACRES
TOTAL NUMBER OF LOTS: 8
DENSITY: 0.37 UNITS PER ACRE
LINEAL FEET OF STREET: NONE
MINIMUM LOT SIZE: 65' WIDE / 7,800 SQFT
BUILDING SETBACKS
FRONT: 15'
REAR: 10'
SIDE: 7.5'

A PORTION OF GOVERNMENT LOT 4, SECTION 34, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST, IN THE CITY OF NEW SMYRNA BEACH, FLORIDA, BEING MORE PARTIULARY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTH WEST CORNER OF TRACT 2, FLORIDA DAYS PHASE 2, AS RECORDED IN MAP BOOK 56, PAGES 136 THROUGH 139, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN THENCE N 01° 10' 46" W ALONG THE WEST LINE OF GOVERNMENT LOT 4, SECTION 34, TOWNSHIP 16 SOUTH, RANGE 33 EAST FOR A DISTANCE OF 1366.13 FEET TO THE SOUTH LINE OF THE PALMAS GRANT, SECTION 38, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N 59°49'55" E ALONG THE SAID SOUTH LINE OF THE PALMAS GRANT FOR A DISTANCE OF 25.77 FEET TO AN POINT ON A CURVE CONCAVE WESTERLEY, SAID CURVE HAVING A RADIUS OF 156,632.83 FEET, A CENTRAL ANGLE OF 0°02'13", A CHORD BEARING OF S 13°01'20" E, A CHORD DISTANCE OF 101.12 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANE OF 101.12 FEET TO A POINT OF REVERSE CURVE CONCAVE EASTERLY AND TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1480.33 FEET, A CENTRAL ANGLE OF 2°13'14", A CHORD BEARING OF S 13°13'27" E, A CHORD DISTANCE OF 61.68 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 61.68 FEET TO A POINT NON-TANGENT TO THE NEXT CALL; THENCE S 22°10'28" E FOR A DISTANCE OF 1475.68 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND TO THE LEFT, SAID CURVE HAVING A RADIUS OF 541.72 FEET, A CENTRAL ANGLE OF 6°53'50", A CHORD BEARING OF S 37°12'14" E, A CHORD DISTANCE OF 65.17 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 62.21 FEET TO A POINT NON-TANGENT TO THE NEXT CALL, SAID POINT BEING ON THE SOUTH LINE OF SAID GOVERNMENT LOT 4, SECTION 34, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N 88°50'24" E ALONG SAID SOUTH LINE OF GOVERNMENT LOT 4, FOR A DISTANCE OF 73.54 FEET TO A POINT; THENCE N 67°53'23" E FOR A DISTANCE OF 114.43 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY (A 100 FOOT RIGHT OF WAY); THENCE S 22°06'37" E ALONG SAID WEST RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD FOR A DISTANCE OF 316.04 FEET; THENCE S 52°56'40" W FOR A DISTANCE OF 62.10 FEET TO A POINT ON THE EASTERLY LINE OF FLORIDA DAYS PAHSE 1, AS RECORDED IN MAP BOOK 54, PAGES 108 THROUGH 111, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N 51°59'54" W ALONG THE EAST LINE OF SAID FLORIDA DAYS PHASE 1, FOR A DISTANCE OF 63.06 FEET TO A POINT OF CUSP ON A CURVE CONCAVE WESTERLY AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 106°41'38", A CHORD BEARING OF S 01°20'55" W, A CHORD DISANCE OF 40.11 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 46.55 FEET TO THE PONT OF TANGENCY THEREOF; THENCE S 54°19'58" W ALONG THE NORTH RIGHT OF WAY OF OLD SMYRNA TRAIL (A RIGHT-OF-WAY THE VARIES) FOR A DISTANCE OF 60.68 FEET TO THE MOST SOUTHEASTERLY CORNER OF TRACT D, AS SHOWN ON SAID FLORIDA DAYS PHASE 1; THENCE N 72°15'58" W ALONG THE NORTHEASTERLY LINE OF SAID TRACT D, FOR A DISTANCE OF 67.96 FEET TO THE MOST NORTHERLY LINE OF SAID TRACT D ; THENCE S 61°46'27" E ALONG SAID MOST NORTHERLY LINE OF TRACT D, FOR A DISTANCE OF 49.07 FEET; THENCE S 09°58'21" W ALONG THE MOST WESTERLY LINE OF SAID TRACT D, FOR A DISTANCE OF 64.20 FEET TO THE AFORESAID NORTH RIGHT OF WAY OF OLD SMYRNA TRAIL TO A POINT ON A CURVE CONCAVE NORTH WESTERLY AND TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 02°41'23", A CHORD BEARING OF S 74°17'57" W, A CHORD DISTANCE OF 14.08 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 14.08 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S 75°37'20" W CONTINUING ALONG THE SAID NORTH RIGHT-OR-WAY OF OLD SMYRNA TRAIL FOR A DISTANCE OF 176.66 FEET TO THE SOUTHEAST CORNER OF TRACT A, OF SAID FLORIDA DAYS PHASE 2; THENCE THE FOLLOWING CALLS ALONG THE EAST BOUNDARY OF SAID FLORIDA

TOGETHER WITH

A PORTION OF GOVERNMENT LOT 4, SECTION 34, TOWNSHIP 16 SOUTH
AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 4, SECTION 34, TOWNSHIP 16 SOUTH, RANGE 33 EAST AS SHOWN ON MAP OF FLORIDA DAYS PHASE 2, AS RECORDED IN MAP BOOK 56, PAGES 136 THROUGH 139, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN THENCE NORTH 88 DEGREES 51 MINUTES 45 SECONDS EAST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, FOR A DISTANCE OF 623.74 FEET TO THE EAST RIGHT OF WAY LINE OF CREEK SHORE DRIVE (A PRESCRIPTIVE RIGHT OF WAY APPROXIMATELY 35 TO 38 FOOT WIDE AS MAINTAINED BY VOLUSIA COUNTY) SAID POINT ALSO BEING THE POINT OF BEGINNING AND ALSO BEING A ON A CURVE CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 541.72 FEET, A CENTRAL ANGLE OF 06°53'50", A CHORD BEARING OF N 37°12'14" W, A CHORD DISTANCE OF 65.17 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 65.21 FEET TO A POINT NON-TANGENT TO THE NEST CALL; THENCE NORTH 22°10'28" WEST FOR A DISTANCE OF 1475.68 FEET TO THE EAST RIGHT OF WAY LINE OF SAID CREEK SHORE DRIVE, SAID POINT BEING ON A CURVE NON-TANGENT TO THE LAST CALL, SAID CURVE HAVING A RADIUS OF 1480.33 FEET, A CENTRAL ANGLE OF 02°23'14", A CHORD BEARING OF N 13°13'27" E, A CHORD DISTANCE OF 61.88 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 61.68 FEET TO A POINT OF CURVE NON-TANGENT TO THE LAST CURVE, SAID CURVE HAVING A RADIUS OF 156,632.83 FEET, A CENTRAL ANGLE OF 00°02'13", A CHORD BEARING OF N 13°01'20" W, A CHORD DISTANCE OF 101.12 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 101.12 FEET TO THE SOUTH LINE OF THE PALMAS GRANT, SECTION 38, TOWNSHIP 16 SOUTH RANGE 33 EAST; THENCE LEAVING THE SAID EAST RIGHT OF WAY LINE OF CREEK SHORE DRIVE N 59°49'55" E ALONG THE SAID SOUTH LINE OF THE PALMAS GRANT FOR A DISTANCE OF 178.00 FEET TO THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 100.00 FOOT RIGHT OF WAY); THENCE S 22°06'37" W ALONG THE SAID WEST RIGHT OF WAY OF THE FLORIDA EAST COAST RAILROAD FOR A DISTANCE OF 1750.70 FEET; THENCE S 67°53'23" W FOR A DISTANCE OF 114.43 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4, OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE S 88°50'24" W ALONG THE SAID SOUTH LINE OF GOVERNMENT LOT 4, FOR A DISTANCE OF 73.54 FEET TO THE POINT OF BEGINNING.

PHASE 5 NOTES:
1. STORMWATER MANAGEMENT IN PHASE 5 WILL BE DONE ON EACH INDIVIDUAL LOT AS A HOME IS CONSTRUCTED. THESE AREAS SHALL BE IN CONFORMNCE WITH ST. JOHNS RIVER WATER MANGEMENT DISTRICT PERMIT # 92024-5
2. EACH INDIVIDUAL HOMEOWNER SHALL BE RESPONSIBLE FOR THE STORMWATER MANAGEMENT SYSTEM ON THAT LOT.
3. BECAUSE OF THE EXTREME NATURAL GROUND SLOPE FROM EAST TO WEST IN PHASE 5, FINISHED FLOOR ELEVATIONS MAY BE SET BELOW THE CROWN OF THE ROAD. HOMES SHALL BE CONSTRUCTED ON A 2' HIGH STEMWALL FOUNDATION.

SURVEY NOTE; THIS PROJECT IS BEING BUILT TO NAVD - 1988 DATUM THE SURVEYOR HAS SET A BENCHMARK (PK NAIL) IN THE TOP OF THE ROUND DRAINAGE STRUCTURE ON THE SOUTH SIDE OF TURNBULL BAY ROAD AT THE CANAL CULVERT AT AN ELEVATION OF 8.63 NAVD.

INDEX OF SHEETS

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2-OVERALL PLAN
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3-EROSION CONTROL & CLEARING PLAN - PHASE 4
4-DEVELOPMENT PLAN - PHASE 4
5 TO 8-PLAN/PROFILE - PHASE 4
9-TURNBULL BAY ROAD ENTRANCE
PHASE 5
10/10A/10B - EROSION CONTROL & CLEARING - PHASE 5
11-DEVELOPMENT PLAN - PHASE 5
12 & 13-PLAN/PROFILE - PHASE 5
14 TO 23- DETAILS
24-ENTRANCE LANDSCAPE PLAN
25-BUFFER SIGNAGE PLAN
26-DETAILS - SOILS MAP
27-PHASE 4 CONNECTION TO PHASE 3
28A/28B/28C -OFFSITE WATER / FORCEMAIN
29 - TURNBULL BAY ROAD SECTIONS
30 - TURNBULL BAY ROAD DETAILS
SURVEY - PHASE 4
SURVEY - PHASE 5
PLAT - PHASE 4
PLAT - PHASE 5

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJCITY
2	8-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS
7R	3-30-22	FINAL PLAT/CONST PLANS

3959 SOUTH NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676 CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

FINLEY ENGINEERING SOLUTIONS, INC.

Jerry K Finley
Digitally signed by Jerry K Finley
Date: 2022.04.11 10:00:12 -04'00'

WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E. STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE # 29909 ON THE DATE INDICATED HEREON, THE ELECTRONIC SIGNATURE PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

FLORIDA DAYS
PHASES 4 & 5
FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE
COVER SHEET

SHEET
1

0 200 400

SCALE: 1"=200'

N

FOUND 1/2" IRON ROD & CAP
LS 2523

S89°51'46"E
494.34'

496.75'

363.17'

FOUND 4"X4"
CONCRETE MONUMENT
LS 2048

S89°51'46"E
1337.92'

SECTION 34
TOWNSHIP 16 SOUTH
RANGE 33 EAST

SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4, SECTION
34, TOWNSHIP 16 SOUTH,
RANGE 33 EAST

SECTION CORNER
PER 1928
FPL SURVEY

FD 4"X4" CM
SET BY "MM"
1980 FROM FDOT
1961 WORK
S55°29'21"W
154.88'
DOC 6696

94.46' N, 57.32' E
BOLT & WASHER
DOC/0018185

SOUTH LINE OF THE PA
N 58°59'44" E 1558.61'(M)

1283.83TO CENTER

TAX ID 6338-01-05-0010

TURN
MA
PAG

PHASE 5

SHEETS 10 THRU 13

LEGEND

AREA TO CLEAR

SILT FENCE

TREE TO REMOVE

TREE TO REMAIN

1213.04'

SECTION 35
TOWNSHIP 16 SOUTH, RANGE 33 E

GOVERNMENT LOT

SILVER LINE

FLORIDA EAST
COAST RAILROAD

TAX ID 6334-00-03-0010
TIITF/RECREATION & PARKS
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FL 32399
OR 3807, PG 1814
2-02-1991

POINT OF
BEGINNING

FLOOD ZONE X GRAY

TURNBULL BAY COUNTRY C
MAP BOOK 47, PAGES 7

TAX ID 7302-00-00-0190
CLASSIC GOLF FLORIDA INC.
TURNBULL BAY GOLF COURSE
2600 TURNBULL ESTATES DRIVE
NEW SMYRNA BEACH, FL 32168

TURNBULL ACRES MB
34, PGS 92-97

VACATED PER OR 3921, PG 1950 THE PORTIO
ROAD WAS NOT VACATED

EXISTING PHASE 3

GOLF VILLAS AT TURNBULL BAY I

TAX ID 7303-00
00-0066

TAX ID 7303-00
00-0065

SECTION 3
TOWNSHIP 17
SOUTH RANGE
33 EAST

HIDEAWAY FOREST TR

OLD SMYRNA TRAIL 50' R/W

OLD SMYRNA TRAIL

KNOLL END 50' R/W

FLORIDA DAYS
PHASE 1
MB 54,
PG 139-141

FLORIDA DAYS
PHASE 2
MB 56,
PG 192-199

WATERMAIN TIES

NAME	SIZE	REF. 1	REF. 2
WTR-A	8"X6"	172.0' MH40	3.7' FH-7

TAX ID 7303-00-00-0193

TAX ID 7303-00-00-0197

TAX ID 7303-00-00-0199

FLOOD ZONE X

TAX ID 7303-00-00-0022

PHASE 4

SHEETS 3 THRU 9

TURNBULL BAY ROAD

SEE SHEET 2 FOR ENTRANCE

SEE SHEETS 3 & 4 FOR

TURNBULL

3959 SO. NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 8081
JFINLEY@FINLEYENGINEERS.COM

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT SJ/CITY
2	8-06-21	RESUBMIT SJRWMD
3	8-27-21	RESUBMIT CITY
4	10-15-21	RESUBMIT CITY/SJRWMD
5	2-11-22	RESUBMIT CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING SOLUTIONS, INC.

FLORIDA DAYS
PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

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Jerry K. Finley
NO. 52908
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Digitally signed by Jerry K Finley
Date: 2022.04.05 15:34:25 -04'00'

SHEET TITLE
OVERALL PLAN

SHEET
2

LEGEND

SILT FENCE

AREA TO BE CLEARED

TREE TO BE REMOVED (24)

TREE TO REMAIN (21)

NOTE:TREES SHOWN TO BE REMOVED THAT ARE OUTSIDE THE LIMIT CLEARING ARE TO BE REMOVED AT TIME OF HOUSE CONSTRUCTION

TREE TYPES

- (20) OAK
- (9) HACKBERRY
- (7) ELM
- (10) PALM
- (16) MAGNOLIA
- (11) PINE
- (12) CEDAR

FLORIDA DAYS PHASE 2 MB 56, PG 136 -139

N 89°43'06" E
S 89°43'06" W 945.08" (M)
WEST 945.1' (D)

S 89°01'51" W 543.85'

30' FLORIDA GAS TRANSMISSION COMPANY EASEMENT

GAS LINE ROAD EASEMENT PER OR 619, PAGE 720

UNPLATTED TAX ID 7303-00-00-0025

MOSQUITO CONTROL SHALL HAVE THE RIGHT OF ACCESS AND MAINTENANCE OVER THE EXISTING DRAINAGE DITCH.

SW CORNER OF FLORIDA DAYS PHASE 2 MB 56, PG 46 -48

N 89°01'51" E 267.30'

EAST LINE OF SECTION 3
S 21°14'24" E
N 21°14'24" W 517.02 (M)

SECTION 2 TOWNSHIP 17 SOUTH RANGE 33 EAS

S 00°55'37" W 763.62' (M)
N 00°55'37" E

NOT PLATTED TAX ID 730300000025

MONISANO TONYA LYNN TR
TONYA LYNN MONISANO REV TRUST
5979 RIVERSIDE DR.
PORT ORANGE, FL 32127

TAX ID 730300000021

HAMMOCK BLUFF DRIVE

TURNBULL BAY ROAD

OVERHD ELECTRIC

DITCH MAINTAINED BY THE COUNTY OF VOLUSIA AND IS A PRESCRIPTIVE RIGHT-OF-WAY

GRAVEL CONSTRUCTION ENTRANCE

LAKE 63

SCALE:1"= 50'

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJCITY
2	6-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT -CITY/SJRWMD
5	2-11-22	RESUBMIT -CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

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FINLEY ENGINEERING SOLUTIONS, INC.

FLORIDA DAYS
PHASES 4 & 5
FINAL PLAT & CONSTRUCTION PLANS

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Jerry K Finley — Digitally Signed by Jerry K Finley Date: 2022.04.05 15:34:25 -04'00'

SHEET TITLE
EROSION CONTROL & CLEARING PLAN - PHASE 4

SHEET 3

NOTE: VOLUSIA COUNTY MOSQUITO CONTROL SHALL HAVE THE RIGHT OF ACCESS AND MAINTENANCE OVER THE EXISTING DRAINAGE DITCH.

FLORIDA DAYS PHASE 2 MB 56, PG 136 - 139

N 89°43'06" E
S 89°43'06" W 945.08" (M)
WEST 945.1' (D)

FLOOD ZONE X ORANGE

S 89°01'51" W 543.85'

30' FLORIDA GAS TRANSMISSION COMPANY EASEMENT

GAS

103-00-00-0025

INLET 4-5D
MH 1123-10
INLET 4-5C
MANHOLE 4-5B
MH 112-9
INLET 4-6
INLET 4-5
INLET 4-6B
MES G-2
LAKE G
NWL=5.50
BOTTOM=(-)6.5
MES G-1
FLOOD ZONE X
16' ALLEY
MES H-1
DCS H-CANAL
DCS G-H
FLOOD ZONE X ORANGE
RETENTION AREA H
16' ALLEY
EAST LINE OF SECTION 3
FLOOD ZONE X
MH 112-4
SPEED 20 LIMIT
FLORIDA EAST COAST RAILROAD 100' R/W
SHORELINE DRIVE
SCALE: 1" = 50'
GRAPHIC SCALE 1" = 50'
WEST LINE OF SECTION 2
SECTION 2 TOWNSHIP 17 SOUTH RANGE 33 EAST

STREET LIGHT NOTE:
ALL STREET LIGHTS SHOWN ARE TO BE PROVIDED BY THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH UNDER THE SERVICE AGREEMENT FOR THIS DEVELOPMENT.
THE HOA SHALL BE RESPONSIBLE FOR ENERGY/MAINTENANCE COSTS.

NOT PLATTED
TAX ID 7303000000025

MONISANO TONYA LYNN TR
TONYA LYNN MONISANO REV TRUST
5979 RIVERSIDE DR
PORT ORANGE, FL 32127

S 00°55'37" W 763.62' (M)
N 00°55'37" E

FENCE 0.2' W

TAX ID 7303000000021

MATCH LINE SEE SHT 7
MH 112-8
MH 112-7
MH 112-6
INLET 4-1
INLET 4-2
MH 112-5
INLET 4-9
INLET 4-10
INLET B
RETENTION MES B-1 AREA B
BOTTOM ELEV=5.0
DCS B-A
16' ALLEY
INLET 4-4
MAIL BOXES
MH 112-2
INLET 4-3
HDWL 3-1
MES A-1
RETENTION AREA D
DCS D-F
MH 112-1
INLET 4-7
INLET 4-8
HDWL 3-2
RETENTION AREA A
BOTTOM ELEV=5.0
DCS A-C
PARK
MES C-1
MES F-1
LAKE F
NWL=5.0
RETENTION AREA E
BOTTOM ELEV=5.0
MES F-2
DCS E-CANAL
MES E-1
DCS C-CANAL
LAKE C
NWL=3.50
MES C-2
DCS F-E
MES E-2
GATES
STOP
LIFT STATION 112
FLOOD ZONE X ORANGE
FLOOD ZONE X
PARK
20' BUFFER
TURNBULL BAY ROAD
OVERHD ELECTRIC
DITCH MAINTAINED BY THE COUNTY OF VOLUSIA AND IS A PRESCRIPTIVE RIGHT-OF-WAY
SEE SHEET 9 FOR ENTRANCE IMPROVEMENTS IN VOLUSIA COUNTY RIGHT-OF-WAY
9' EXISTING 12" REUSE VERIFY LOCATION
E LINE SECTION 2, T17S, R33E PER 5WOOPE 1970 (D)
S 01°02'44" E 449.80' (M)
N 01°09'00" E 386.5' (D)
S 00°47'15" E 386.14' (M)

TREE LEGEND
20 OAK
8 PALM
8 HACKBERRY
14 ELM

SEE SHEET 9 FOR ENTRANCE IMPROVEMENTS IN VOLUSIA COUNTY RIGHT-OF-WAY

SEE SHEETS 28A, 28B AND 28C FOR WATER AND FORCEMAIN WORK IN VOLUSIA COUNTY RIGHT-OF-WAY OF TURNBULL BAY ROAD

NO.	DATE	DISCRIPTION
2	8-6-21	RESUBMIT TO SJ/CITY
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	11-05-21	RESUBMIT-CITY/SJRWMD
6	2-11-22	RESUBMIT-CITY/CO
7	3-23-22	FINAL PLAT/CONST PLANS
7R	3-30-22	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING SOLUTIONS, INC.
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PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

FLORIDA DAYS PHASE 4

FINAL PLAT & CONSTRUCTION PLANS

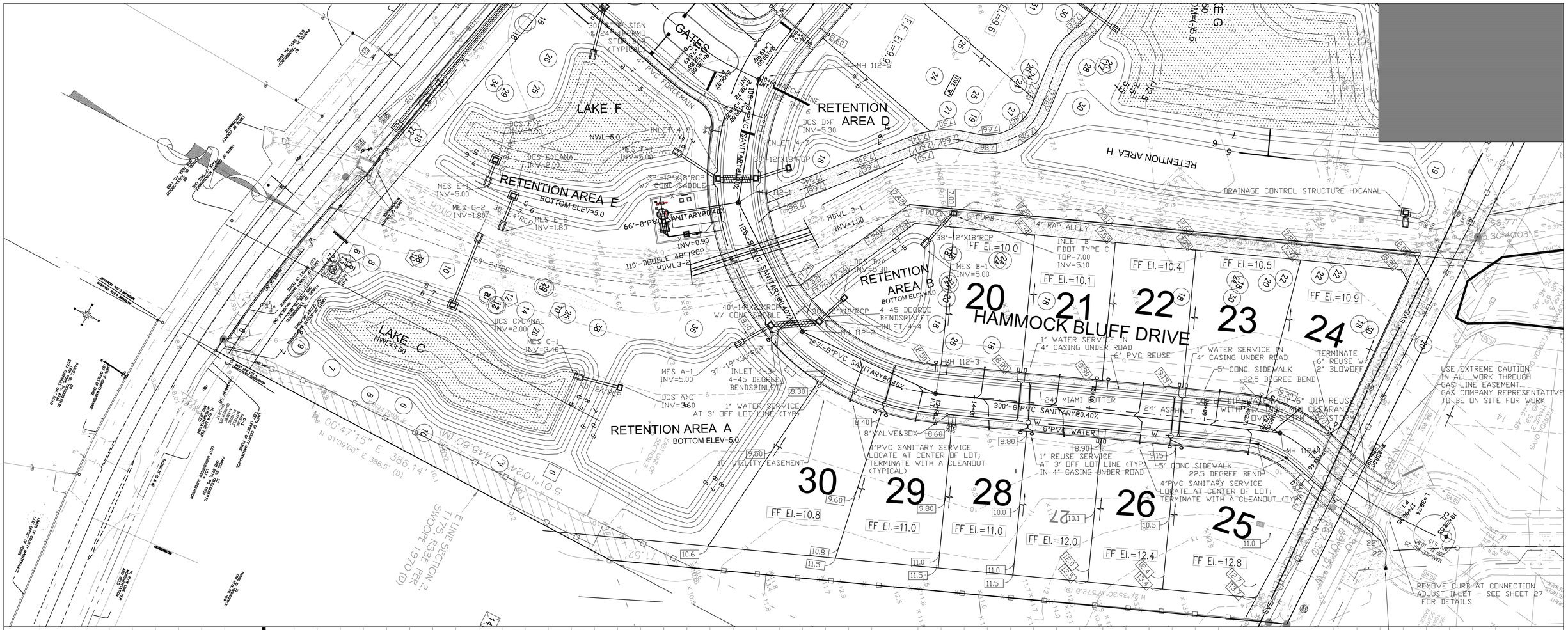
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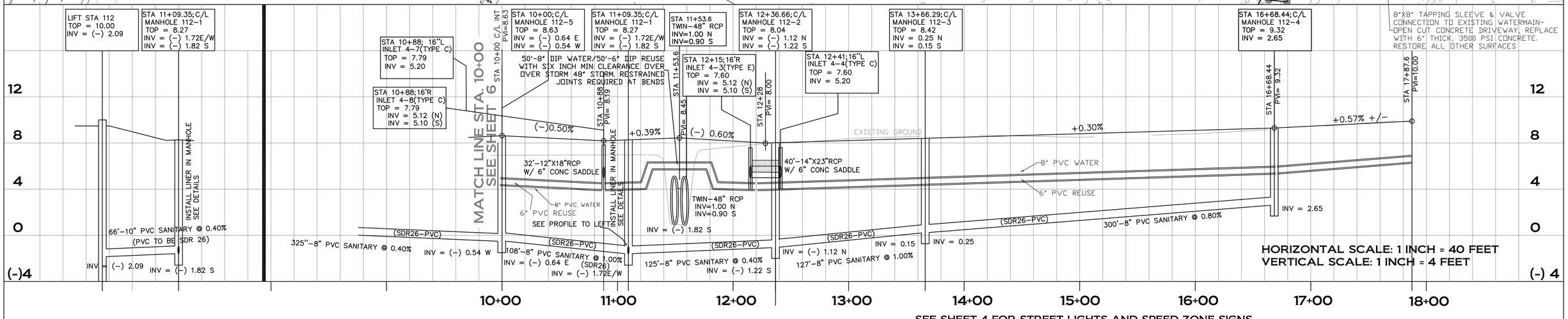
Jerry K Finley
Digitally signed by Jerry K Finley
Date: 2022.04.05 15:34:57 -04'00'

SHEET TITLE
DEVELOPMENT PLAN PHASE 4

SHEET
4

497





SEE SHEET 4 FOR STREET LIGHTS AND SPEED ZONE SIGNS

NO.	DATE	DESCRIPTION
7R	3-30-22	FINAL PLAT & CONSTRUCTION PLANS
7	3-23-22	FINAL PLAT & CONSTRUCTION PLANS

NO.	DATE	DESCRIPTION
6	2-11-22	RESUBMIT TO CITY/COUNTY
5	11-05-21	RESUBMIT TO CITY/SJRWMD
4	10-15-21	RESUBMIT TO CITY/SJRWMD
3	8-27-21	RESUBMIT TO CITY
2	8-06-21	RESUBMIT TO SJRWMD
1	1-15-21	SUBMIT TO CITY/SJRWMD

FINLEY ENGINEERING SOLUTIONS, INC.
CERTIFICATE OF AUTORIZATION # 31991

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PORT ORANGE, FL. 32127
(386) 756-8676
JFINLEY@FINLEYENGINEERS.COM

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Jerry K Finley
Digitally signed by Jerry K Finley
Date: 2022.04.05 15:35:35 -04'00'

FLORIDA DAYS - PHASE 4

NEW SMYRNA BEACH, FLORIDA
HAMMOCK BLUFF DRIVE
FINAL PLAT & CONSTRUCTION PLANS
FINAL DEVELOPMENT PLANS - PLAN / PROFILE

SHEET 5

NOTES:
1. ALL "P" INLETS ARE 15" NYLOPLAST
2. ALL PIPING TO NYLOPLAST INLETS AWWA C-900 PVC
3. DURING HOUSE CONSTRUCTION - DRAIN LOTS 1-5 TO NYLOPLAST INLETS; GENERALLY MAINTAIN NATURAL GROUND
4. FOR LOTS 1-5, SLOPE FROM BACK OF SIDEWALK TOWARD STREET. SLOPE UTILITY EASEMENT AND DRAINAGE EASEMENT AT 12:1 TOWARD LOT.
5. FINISHED FLOOR ELEVATIONS SHOWN ARE MINIMUMS. HOUSES MAY BE SET HIGHER.

SEE SHEETS 9, 28A AND 28B FOR WORK IN TURNBULL BAY ROAD

HORIZONTAL SCALE: 1 INCH = 40 FEET
VERTICAL SCALE: 1 INCH = 4 FEET

SEE SHEET 4 FOR STREET LIGHTS AND SPEED ZONE SIGNS

NO.	DATE	DESCRIPTION
7R	3-30-22	FINAL PLAT & CONSTRUCTION PLANS
7	3-23-22	FINAL PLAT & CONSTRUCTION PLANS

NO.	DATE	DESCRIPTION
6	2-11-22	RESUBMIT TO CITY/CO
5	11-05-21	RESUBMIT TO CITY/SJRWMD
4	10-15-21	RESUBMIT TO CITY/SJRWMD
3	8-27-21	RESUBMIT TO CITY
2	8-06-21	RESUBMIT TO SJRWMD
1	11-15-21	SUBMIT TO CITY/SJRWMD

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Jerry K Finley — Digitally signed by Jerry K Finley — Date: 2022.04.05 15:36:53 -04'00'

FLORIDA DAYS - PHASE 4

NEW SMYRNA BEACH, FLORIDA

HAMMOCK BLUFF DRIVE

FINAL PLAT & CONSTRUCTION PLANS
FINAL DEVELOPMENT PLANS - PLAN / PROFILE

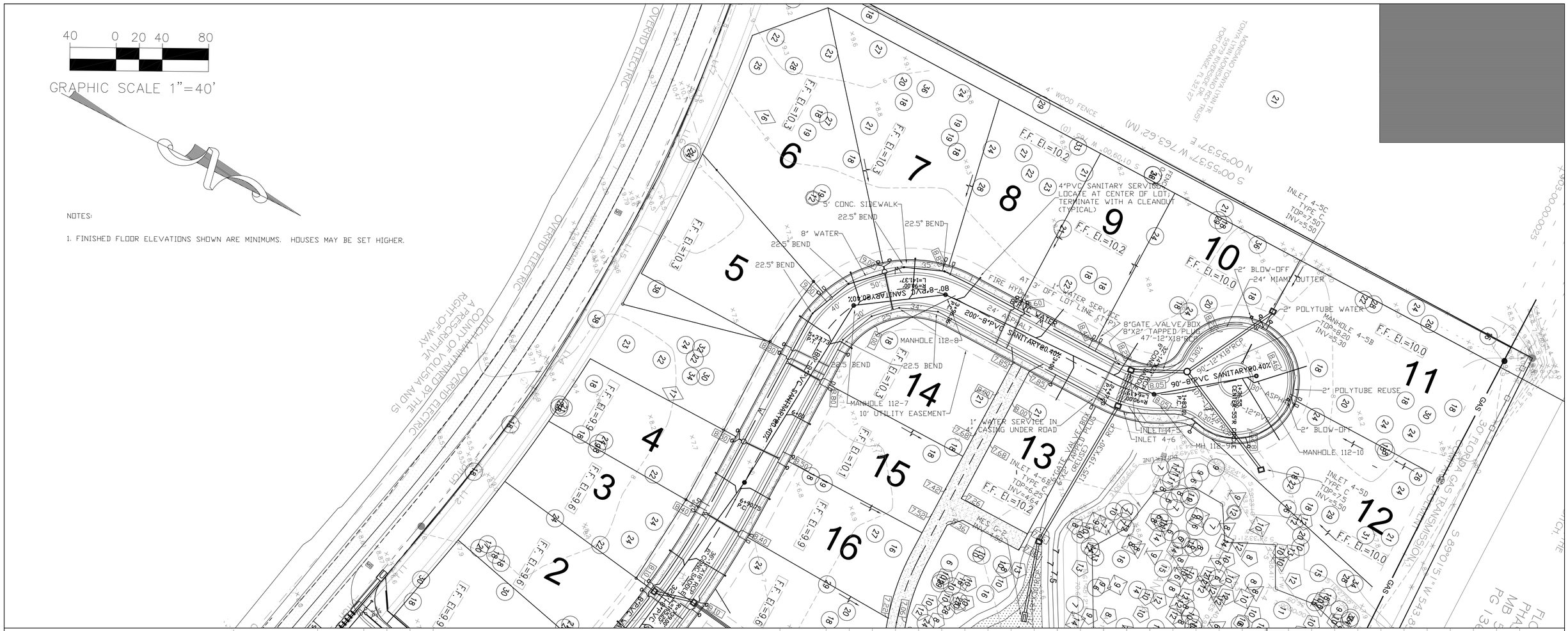
SHEET 6

40 0 20 40 80

GRAPHIC SCALE 1"=40'

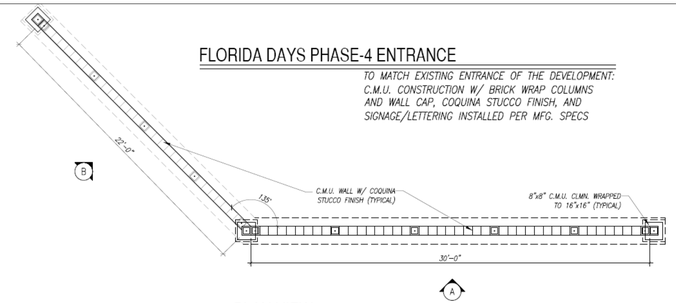
NOTES:

1. FINISHED FLOOR ELEVATIONS SHOWN ARE MINIMUMS. HOUSES MAY BE SET HIGHER.


OVERHD ELECTRIC
DITCH (HATCHING) OVERHD ELECTRIC
COUNTY OF VOLUSIA AND IS
A PRESCRIPTIVE
RIGHT-OF-WAY
4' WOOD FENCE
S 00°55'37"W 763.62' (M)
N 00°55'37"E
MONARDO TONYA LYNN TR
5973 NW MONARDO WAY TRUST
PORT ORANGE FL 32127
5' CONC. SIDEWALK
22.5° BEND
8" WATER
4"PVC SANITARY SERVICE
LOCATE AT CENTER OF LOT
TERMINATE WITH A CLEANOUT
(TYPICAL)
F.F. El.=10.2
F.F. El.=10.0
INLET 4-5C
TYPE C
TOP=7.90
INV=5.50
2" BLOW-OFF
24" MIAMI CUTTER
2" POLYTUBE WATER
MANHOLE 4-5B
TOP=8.20
INV=5.30
1" WATER SERVICE
AT 3' OFF LOT LINE (TYP.)
8"GATE VALVE BOX
8"X2" TAPPED PLUG
47'-12"X18" RCP
FIRE HYD.
24' ASPHALT
80'-8"PVC SANITARY@0.40%
90'-8"PVC SANITARY@0.40%
MANHOLE 112-8
MANHOLE 112-7
10' UTILITY EASEMENT
1" WATER SERVICE IN
4" CASING UNDER ROAD
2" POLYTUBE REUSE
2" BLOW-OFF
MANHOLE 112-10
INLET 4-6
MH 112-9
INLET 4-5
INLET 4-5D
TYPE C
TOP=7.5
INV=5.50
MES G-2
INV=4.50
6"X12" WATER VALVE BOX
6"X12" CAPPED PLUG
(REUSE)
135'-19"X30" RCP
30' FLORIDA GAS TRANSMISSION
GAS
S 89°01'51"W 543.8'
F.F. El.=9.3
F.E. El.=9.6
F.E. El.=10.3
F.E. El.=10.1
F.E. El.=9.9
F.E. El.=9.9
F.E. El.=9.6
F.E. El.=9.6

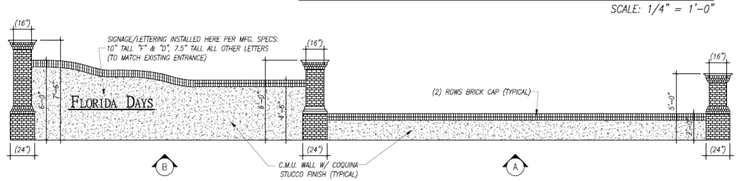
FLORIDA DAYS PHASE-4 ENTRANCE

TO MATCH EXISTING ENTRANCE OF THE DEVELOPMENT: C.M.U. CONSTRUCTION W/ BRICK WRAP COLUMNS AND WALL CAP, COQUINA STUCCO FINISH, AND SIGNAGE/LETTERING INSTALLED PER MFG. SPECS



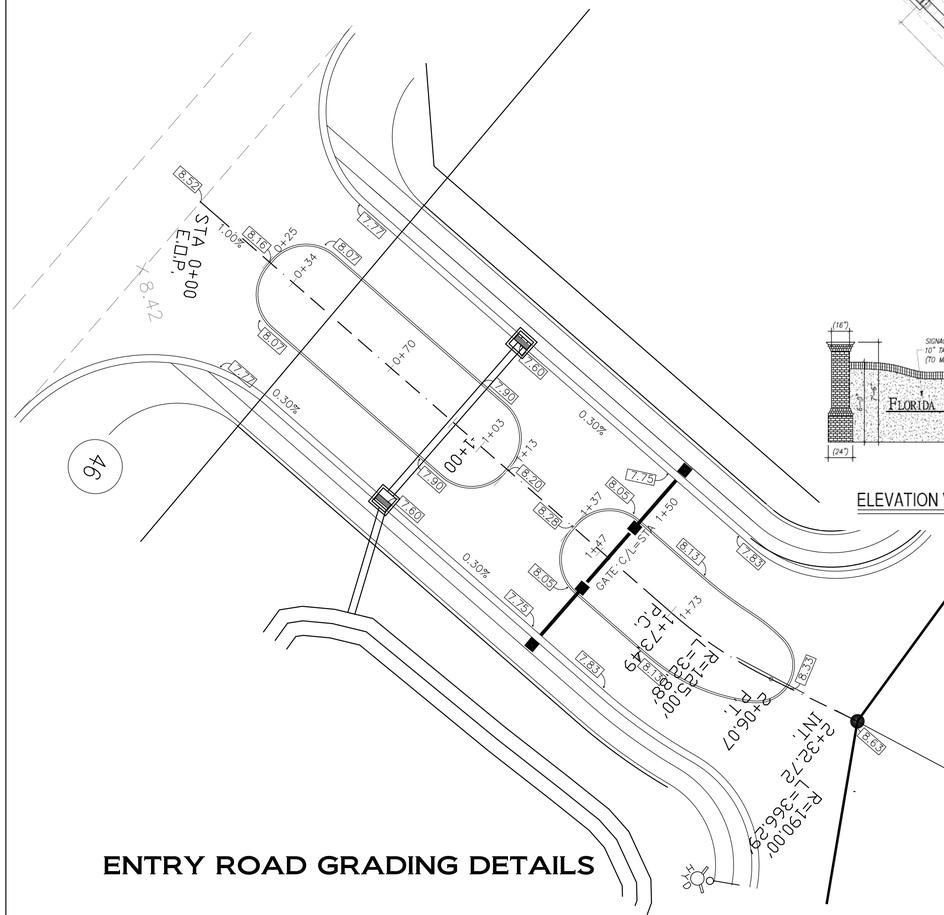
PLAN VIEW

SCALE: 1/4" = 1'-0"



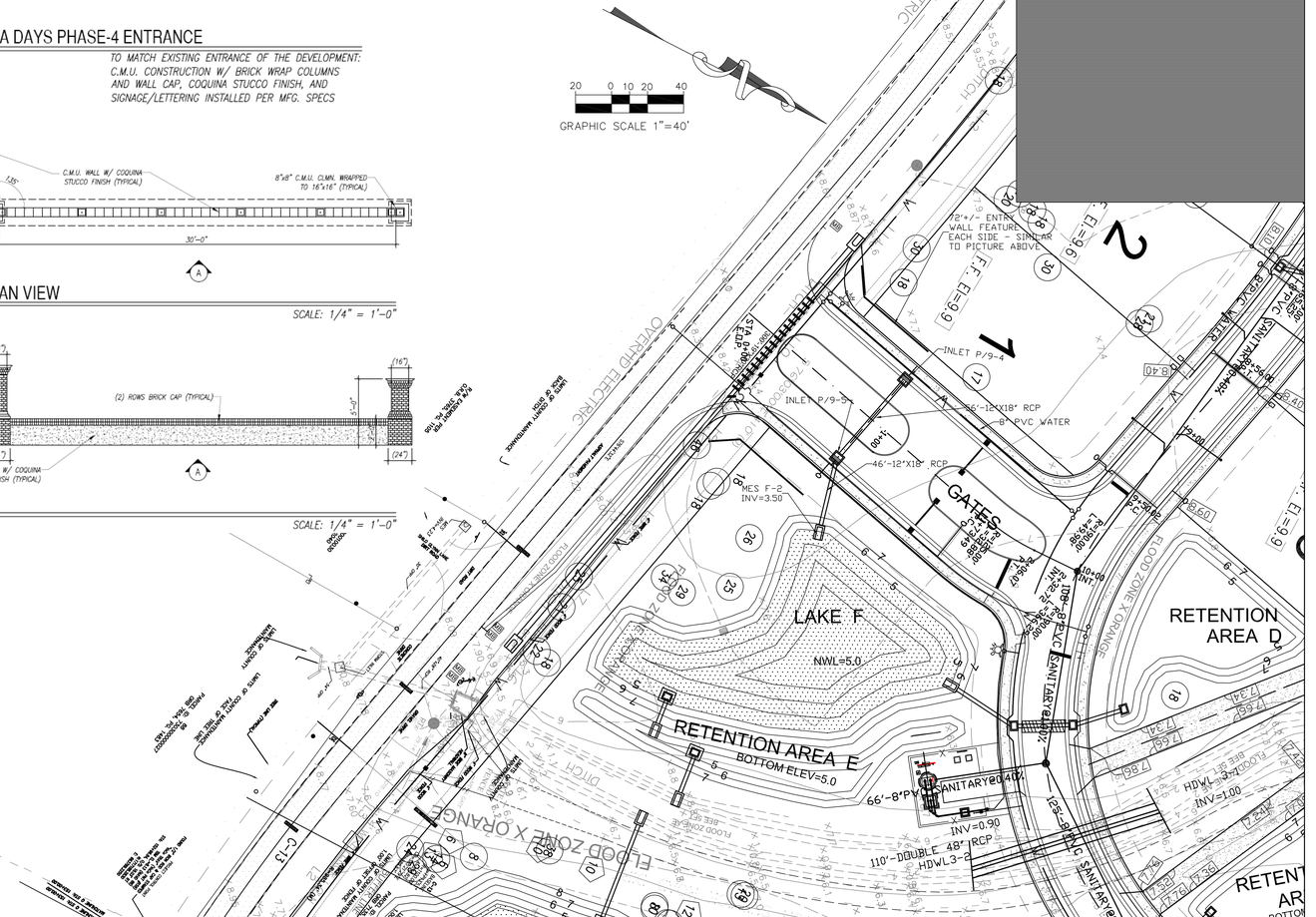
ELEVATION VIEW

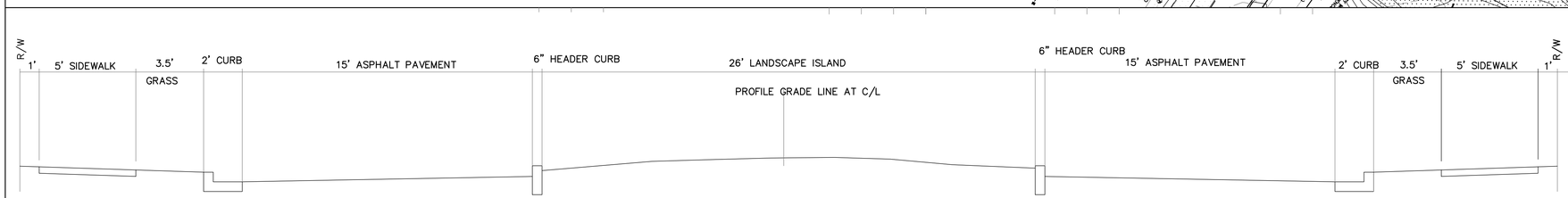
SCALE: 1/4" = 1'-0"



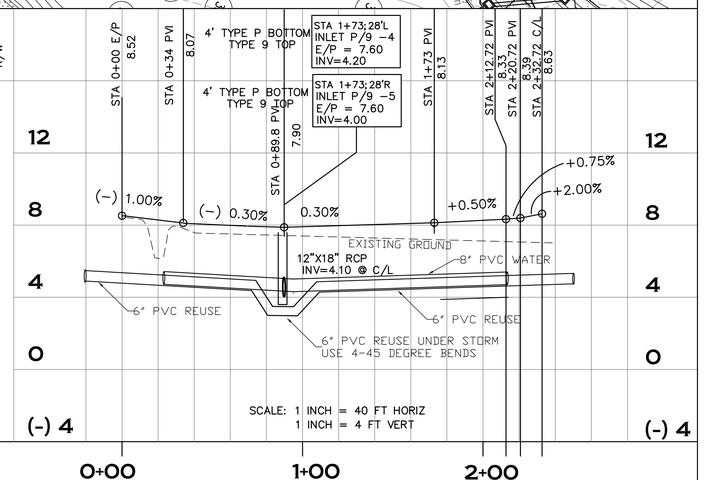
ENTRY ROAD GRADING DETAILS

SCALE: 1 INCH = 20 FT





ENTRY ROAD TYPICAL SECTION



SEE SHEET 4 FOR STREET LIGHTS AND SPEED ZONE SIGNS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
			6	3-23-22	FINAL PLAT & CONSTRUCTION PLANS
			5	2-11-22	RESUBMIT TO CITY/COUNTY
			4	10-15-21	RESUBMIT TO CITY/SJRWMD
			3	8-27-21	RESUBMIT TO CITY
			2	8-06-21	RESUBMIT TO SJRWMD
7R	3-30-22	FINAL PLAT & CONSTRUCTION PLANS	1	1-15-21	SUBMIT TO CITY/SJRWMD

FINLEY ENGINEERING SOLUTIONS, INC.
CERTIFICATE OF AUTORIZATION # 31991

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PORT ORANGE, FL. 32127
(386) 756-8676
JFINLEY@FINLEYENGINEERS.COM

WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE # 29909 ON THE DATE INDICATED USING A DIGITAL SIGNATURE PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

Jerry K Finley — Digitally signed by Jerry K Finley. Date: 2022.04.07 15:41:29 -04'00'

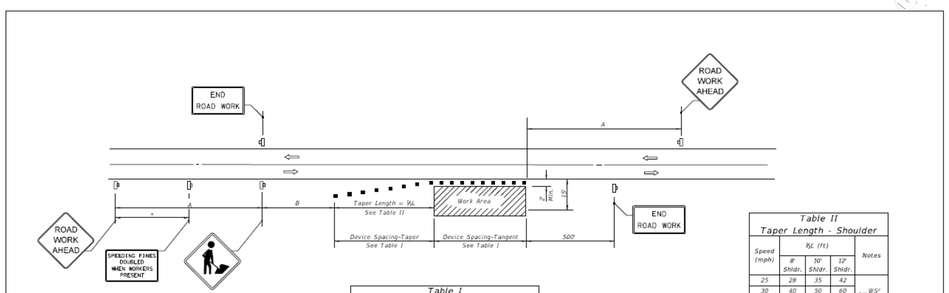
FLORIDA DAYS PHASE 4

NEW SMYRNA BEACH, FLORIDA
FINAL PLAT & CONSTRUCTION PLANS
TURNBULL BAY - ENTRANCE ROAD
FINAL DEVELOPMENT PLANS - PLAN / PROFILE

SHEET 8

491

TURNBULL BAY RD.



DISTANCE BETWEEN SIGNS		
Speed	Spacing (Ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

*Midway between signs.

Table I
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II
Taper Length - Shoulder

Speed (mph)	WL (ft)			Notes
	8' Shldr.	10' Shldr.	12' Shldr.	
25	28	35	42	L = W·S²/60
30	40	50	60	
35	55	68	82	
40	72	90	107	
45	120	150	180	L=WS
50	133	167	200	
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

W = minimum shoulder width
WL = Length of shoulder taper in feet
W = Width of total shoulder in feet (combined paved and unpaved width)
S = Posted speed limit (mph)

SYMBOLS

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of Flaggers and FLAGGER signs, see Index 102-603.
2. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
3. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
4. For general TCZ requirements and additional information, refer to Index 102-600.

DURATION NOTES

1. Signs and channelizing devices may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2019-20 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX 102-602	SHEET 1 of 1

SIDE DRAIN-MITERED END SECTION WITH BARS - INVERT = 5.15

8" PVC WATER

30" STOP SIGN AND 24" WHITE STOP BAR (THERMOPLASTIC)

CONCRETE SIDEWALK

18' ASPHALT

FDOT TYPE D CURB

FDOT TYPE F CONCRETE CURB

5' CONCRETE SIDEWALK

12' TO AUTOMATIC GATE

18' PVC FORCEMAIN

8" PVC FORCEMAIN

6"X6"X6" TEE, TWO-6" VALVES, 5'-6" PVC WITH PLUG

FLOOD ZONE-X ORANGE

LAKE

300'-19"X30" RCP

8"X8"X6" TEE WITH THREE 6" VALVES SEE SHEETS 28A & 28B

DROP CURB EACH SIDE FOR HANDICAP RAMP - PROVIDE 5' CURB TRANSITION EACH SIDE OF RAMP - INSTALL TACTILE WARNING SURFACE MATS

OPEN CUT PAVEMENT REPAIR TO MATCH EXISTING PAVEMENT SECTION

STA=0+00 EDGE OF PVMT

30' RADIUS

EXISTING 12" REUSE(VERIFY LOCATION)

16" MJ WRAPPED SLEEVE AND VALVE ON EXISTING 12" REUSE MAIN - CONTRACTOR TO VERIFY LOCATION OF EXISTING MAIN

ASPHALT PAVEMENT

EXISTING 10' LANE

EXISTING 10' LANE

CONSTRUCT TYPE E DIBS

CONSTRUCT 100'-10' TURN LANE

CONSTRUCT 30' TAPER

FDOT TYPE E INLET
TOP = 7.30
INVERT = 4.80
CONSTRUCT 3' CONCRETE SPILLWAY FROM NOTCH OUT IN CURB TO INLET

INV = 19.41 N

SIDE DRAIN-MITERED END SECTION WITH BARS - INVERT = 4.70

REGRADE AROUND END SECTION AT 4:1 SLOPE
SOD ALL DISTURBED AREAS
SHAPE TOP OF END SECTION TO ACCEPT SWALE FLOW

TEMPORARILY REMOVE GUY, RESET GUY POLE & WIRE AS NEEDED AFTER PIPE INSTALLATION

CONSTRUCT 8"PVC WATER OVER STORM WITH 6" CLEARANCE - TWO SETS OF 45 DEGREE BENDS WITH RESTRAINED JOINTS REQ'D - 1.5' OFF CORNER OF HEADWALL

DITCH

METAL GATE

DRIVWAY #3

DIRT & SHELL DR.

6' WIRE FENCE

8" PVC WATER

CONSTRUCT 8" 10' OFF FE

N 15°28'34" W 35.89'

N 1°22'22" W 53.24'

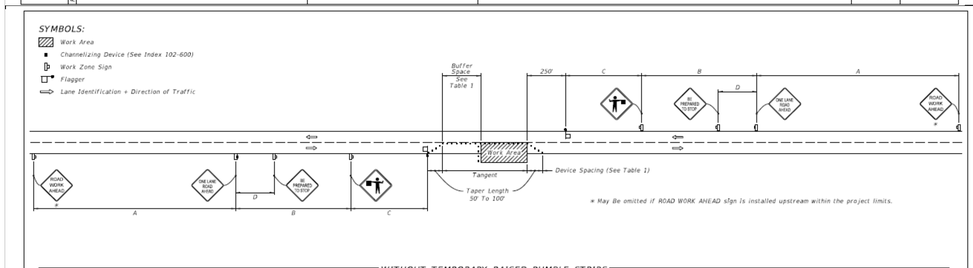
S 05°45'43" E 76.87'

S 14°32'E 69.92'

B-6 B-5 B-37 B-4

0 20' 40'
SCALE: 1"=20'

SEE SHEETS 28A, 28B & 28C FOR WORK IN TURNBULL BAY ROAD



SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification + Direction of Traffic

WITHOUT TEMPORARY RAISED RUMBLE STRIPS

GENERAL NOTES:

1. Special Conditions may be required in accordance with these notes and the following sheets:
   A. Railroad Crossings:
      a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 3.
      b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.
   B. If the Work Area encroaches on the Centerline, use the Layout for Temporary Lane Shift to Shoulder on Sheet 3 only if the Existing Paved Shoulder width is sufficient to provide for an 11' lane between the Work Area and the Edge of Existing Paved Shoulder. Reduce the posted speed when appropriate.
2. Temporary Raised Rumble Strips:
   A. Use when both of the following conditions are met concurrently:
      a. Existing Posted Speed is 55 mph or greater;
      b. Work duration is greater than 60 minutes.
   B. Use a consistent Strip color throughout the work zone.
   C. Place each Rumble Strip Set transversely across the lane at locations shown.
   D. Use Option 1 or Option 2 as shown on Sheet 2. Use only one option throughout work zone.
3. Additional one-way control may be provided by the following means:
   A. Flag-carrying vehicle;
   B. Official vehicle;
   C. Pilot vehicle;
   D. Traffic signals.

   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.
4. When a side road intersects the highway within the TTC zone, place additional TTC devices in accordance with other applicable TCZ Indexes.
5. The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
6. When Buffer Space cannot be attained due to geometric constraints, use the greatest attainable length, not less than 200 ft. for posted speeds greater than 25 mph.
7. ROAD WORK AHEAD and the BE PREPARED TO STOP signs may be omitted if all of the following conditions are met:
   A. Work operations are 60 minutes or less.
   B. Speed limit is 45 mph or less.
   C. There are no sight obstructions to vehicles approaching the work area for a distance equal to the Buffer Space shown in Table 1.
   D. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
   E. Volume and complexity of the roadway has been considered.
   F. If a railroad crossing is present, vehicles will not queue across rail tracks.
   G. AFADs are not in use.
8. See Index 102-600 for general TCZ requirements and additional information.
9. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specifications Section 102, 990 and the APL vendor drawings.

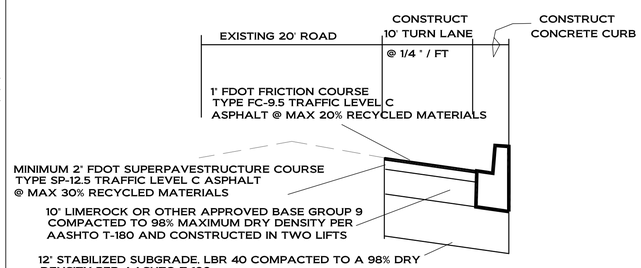
TABLE 1
DEVICE SPACING

Posted Speed	Maximum Spacing of Cones or Tubular Markers		Maximum Spacing of Type I or Type II Barricades/Panels/Drums		Distance Between Signs			Buffer Space
	On a Taper	On a Tangent	On a Taper	On a Tangent	A	B	C	D	
25	20'	50'	20'	50'	200'	200'	200'	100'	155'
30	20'	50'	20'	50'	200'	200'	200'	100'	200'
35	20'	50'	20'	50'	200'	200'	200'	100'	250'
40	20'	50'	20'	50'	200'	200'	200'	100'	305'
45	20'	50'	20'	50'	350	350	350	175	360'
50	20'	50'	20'	100'	500'	500'	500'	350'	425'
55	20'	50'	20'	100'	2640'	1500'	1000'	500'	495'
60	20'	50'	20'	100'	2640'	1500'	1000'	500'	570'
65	20'	50'	20'	100'	2640'	1500'	1000'	500'	645'
70	20'	50'	20'	100'	2640'	1500'	1000'	500'	730'

CONDITIONS

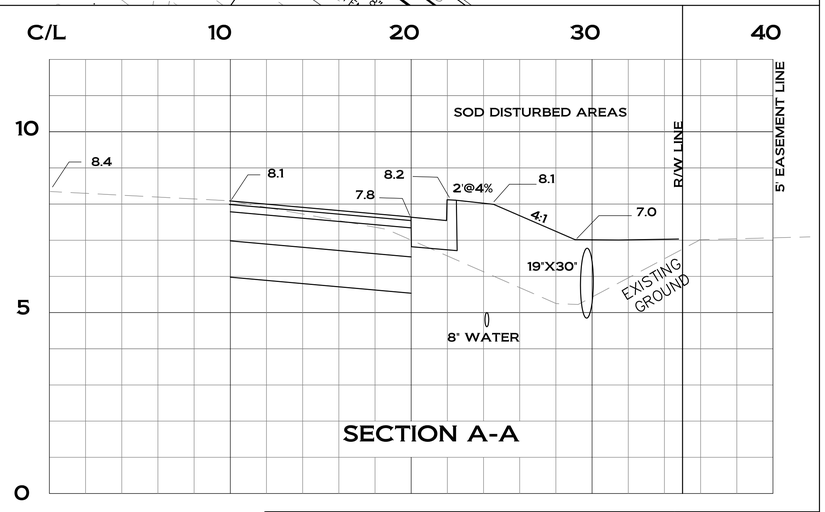
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY.

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2019-20 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX 102-603	SHEET 1 of 3



TURNBULL BAY ROAD

VOLUSIA COUNTY PAVEMENT SECTION



SECTION A-A

NO.	DATE	DESCRIPTION
7R	3-30-22	FINAL PLAT/CONST PLANS
6	3-23-22	FINAL PLAT/CONST PLANS
5	2-11-22	RESUBMIT TO CITY/COUNTY
4	10-15-21	RESUBMIT TO CITY/SJRWMD
3	8-27-21	RESUBMIT TO CITY
2	8-6-21	RESUBMIT TO SJRWMD
1	1-15-21	SUBMIT TO CITY/SJRWMD

FINLEY ENGINEERING SOLUTIONS, INC.
CERTIFICATE OF AUTORIZATION # 31991
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PORT ORANGE, FL. 32127
(386) 756-8676
JFINLEY@FINLEYENGINEERS.COM

WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE # 29909 ON THE DATE INDICATED USING A DIGITAL SIGNATURE PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

Jerry K Finley — Digitally signed by Jerry K Finley Date: 2022.04.05 15:38:25-04'00'

FLORIDA DAYS - PHASE 4

NEW SMYRNA BEACH, FLORIDA
FINAL PLAT & CONSTRUCTION PLANS
TURNBULL BAY ROAD ENTRANCE

SHEET 9

SECTION 34
TOWNSHIP 16 SOUTH
RANGE 33 EAST

○ DENOTES PINE TREE W/ DIAMETER IN INCHES INDICATED

△ DENOTES OAK TREE W/ DIAMETER IN INCHES INDICATED

● DENOTES PALM TREE W/ DIAMETER IN INCHES INDICATED

□ DENOTES TREE W/ DIAMETER IN INCHES & TYPE INDICATED

TAX ID 6338-01-05-0010

N 59°59'44" E 637.42'(M)
638.13'(RC)

252.50'

SLIGER LINE

FD ⅝" IRC LB 3019
43.69'W

BFE 5 FT

FLOOD ZONE X

GOVERNMENT LOT 3

N 01°06'31" W 671.03'

157.93'

WETLAND AREA
A2,112 SQ FT +/-
1,311 AC+/-

CONSERVATION EASEMENT AREA OR 7049 PG 2774

ASPHALT

200'

FLORIDA EAST COAST RAILROAD
OR 6173 PAGE 3150 PARCEL 119.99 (PAGE 3141)
NOT INCLUDED

FLORIDA EAST COAST RAILROAD

PAVEMENT

FLOODZONE X

0 100' 200'
SCALE: 1" = 100'

LEGEND
AREA TO CLEAR
SILT FENCE
TREE TO REMOVE
10" TREE TO REMAIN

TAX ID 6334-00-03-0010
TIITF/RECREATION & PARKS
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FL 32399

OR 3807, PG 1814
2-02-1991

POINT OF BEGINNING

SOUTHWEST CORNER OF PARCEL 2 DEMA OR 7049 PG 2774

INTERPRETIVE KIOSK
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FL 32399

CONSERVATION EASEMENT OR 7049, PG 2774

TRACT 2 DRAINAGE RETENTION AREA WITH OUTFALL

TRACT B CONSERVATION EASEMENT OR 7049 PG 2774

TRACT A DRAINAGE RETENTION AREA

WETLAND AREA

FLORIDA DAYS PHASE 5 MB 56 PG 138-139

FLORIDA DAYS PHASE 4 MB 56 PG 138-139

FLORIDA DAYS PHASE 1 MB 54 PGS 108-111

15.00' ALLEY

25.00' ALLEY

FLOOD ZONE X GRAY

FLOODZONE X
SECTION 33
TOWNSHIP 17
SOUTH RANGE 33
EAST

N 67°53'23" E
114.78'

N 88°50'24" E
91.25'

N 88°50'24" E 340.53'

UNPLATTED

SECTION 34
TOWNSHIP 16 SOUTH
RANGE 33 EAST

POINT OF COMMENCEMENT
PARCEL 2
NW CORNER OF THE NE ¼
OF SECTION 3, TOWNSHIP
17 SOUTH, RANGE 33 EAST

TAX ID 6334-00-03-0010
TIITF/RECREATION & PARKS 3900 COMMONWEALTH
BOULEVARD, TALLAHASSEE, FL 32399
OR 3807, PG 1814 2-02-1991

N 88°50'24" E 994.33' TO REFERENCE POINT

N 88°50'24" E
312.59'

75' VEGETATION BUFFER

US GOVERNMENT MONUMENT
SECTION 34
TOWNSHIP 16 SOUTH
RANGE 33 EAST
1980 MIM

FD 4"X4" CM
SET BY "MIM"
1980 FROM FDOT
1961 WORK
S55°29'21"W
154.88'
DOC 6696

OCKLAWAHA RIVERKEEPER
ATTN: MARY LOU
PO BOX 6337
TANGERINE, FL 32777
OR 4429
PGS 1527-529

TRACT A DRAINAGE RETENTION AREA
LOWER AREA

OLD SMYRNA TRAIL
OLD SMYRNA CIRCLE(R) 50' R/W

FLORIDA DAYS PHASE 1 MB 54 PGS 108-111

31 30 26 27 46 47 48 49

1 2 3 4 5 6 7 8 9 10

1019 1017 1007 1020

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO CITY/SJRWMD
2	8-06-21	RESUBMIT SJRWMD
3	8-27-21	RESUBMIT CITY
4	10-15-21	RESUBMIT CITY/SJRWMD
5	2-11-22	RESUBMIT CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING SOLUTIONS, INC.
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(386)756-8676
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JFINLEY@FINLEYENGINEERS.COM

FLORIDA DAYS
PHASE 5
FINAL PLAT & CONSTRUCTION PLANS

WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E. STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE # 29909 ON THE DATE INDICATED HEREIN, AND THE SIGNATURE PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

Jerry K Finley
Digitally signed by Jerry K Finley
Date: 2022.04.05 15:39:34 -04'00'

SHEET TITLE
EROSION CONTROL & CLEARING PLAN- PHASE 5

SHEET
10

NOTE: CLEARING IS LIMITED TO CREEKSHORE DRIVE RIGHT-OF-WAY AND ADJACENT UTILITY EASEMENT. CLEARING FOR HOUSE CONSTRUCTION WILL OCCUR ONLY AFTER OBTAINING A BUILDING PERMIT FOR THE HOME.

ANY CHANGES THAT INCREASE IMPERVIOUS OR CHANGE GRADING PLANS WILL REQUIRE A SJRWMD LETTER MODIFICATION

SILT FENCE WILL BE REQUIRED AT THE TIME OF HOUSE COSTRUCTION ALONG THE WESTERLY LIMIT OF CLEARING

0 50' 100'
SCALE: 1" = 50'

○ DENOTES PINE TREE W/ DIAMETER IN INCHES INDICATED

△ DENOTES OAK TREE W/ DIAMETER IN INCHES INDICATED

● DENOTES PALM TREE W/ DIAMETER IN INCHES INDICATED

□ DENOTES TREE W/ DIAMETER IN INCHES & TYPE INDICATED

LEGEND

AREA TO CLEAR

SILT FENCE

△ 6" TREE TO REMOVE

● 10" TREE TO REMAIN

S59°59'44"E 637.42'(M)
638.13'(RC)

SLIGER LINE

N 01°08'33" W
1367.09'

FD 5/8" IRC LB
3019
43.89'W

BFE 5 FT

FLOODZONE AE

1577.93'

S 01°10'46" E
966.00' TOTAL

530.81'

20' UTILITY EASEMENT

200'

WETLAND AREA A
7,112 SQ FT
1.311 AC+/-

CONSERVATION EASEMENT OR 7049 2774

ASPHALT

FLORIDA EAST COAST RAILROAD

FLORIDA EAST COAST RAILROAD, LLC
OR 6173 PAGE 3130 PARCEL 119.9 (PAGE 3141)
DESCRIPTION DOES NOT INCLUDE SECTION 3.
TOWNSHIP 11 SOUTH, RANGE 33 EAST.

NOT INCLUDED

S 22°06'37" E 1689.63'

GOVERNMENT LOT 3
SECTION 34 TOWNSHIP 10 SOUTH RANGE 33 EAST

NO.	DATE	DESRIPTION
1	12-2-20	SJ PRE APP MTG
2	8-06-21	RESUBMIT SJRWMD
3	8-27-21	RESUBMIT CITY
4	10-18-21	RESUBMIT CITY/SJRWMD
5	11-05-21	RESUBMIT CITY/SJRWMD
6	2-11-22	RESUBMIT CITY/CO
7	3-23-22	FINAL PLAT/CONST PLANS

3959 SO. NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

FINLEY ENGINEERING SOLUTIONS, INC.

FLORIDA DAYS
PHASE 5
FINAL PLAT & CONSTRUCTION PLANS

WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE # 75939 ON THE DATE INDICATED USING A DIGITAL SIGNATURE PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

Jerry K. Finley
Originally signed by Jerry K Finley
Date: 2022.04.05 15:40:24 -04'00'

SHEET TITLE
EROSION CONTROL & CLEARING PLAN- PHASE 5

SHEET
10A

○ DENOTES PINE TREE W/ DIAMETER IN INCHES INDICATED

△ DENOTES OAK TREE W/ DIAMETER IN INCHES INDICATED

● DENOTES PALM TREE W/ DIAMETER IN INCHES INDICATED

□ DENOTES TREE W/ DIAMETER IN INCHES & TYPE INDICATED

TIITF/RECREATION & PARKS
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FL 32399

UNPLATTED

GOVERNMENT LOT 4

POINT OF BEGINNIG

N 01°06'31" W 210.83'

SOUTHWEST CORNER OF TRACT 2, FLORIDA DAYS PHASE 2, MAP BOOK 56, PAGES 136-139

TRACT 2 COMMON AREA DRAINAGE RETENTION

TRACT 2 COMMON AREA DRAINAGE RETENTION

FLORIDA DAYS PHASE 2 MB 56 PG 136 -139

GOVERNMENT LOT 4 SECTION 34 TOWNSHIP 16 SOUTH RANGE 33 EAST

EXISTING DRAINAGE RETENTION ARE CONSTRUCTED WITH PHASE 1

CONSERVATION EASEMENT 2 OR 7049, PG 2774

CONSERVATION EASEMENT OR 7049 PAGE 2774

CONSERVATION EASEMENT 3 OR 7049, PG 2774

TRACT B CONSERVATION EASEMENT OR 7049 PAGE 2774 COMMON AREA

N 88°50'24" E 340.52'

15.00' ALLEY

25.00' ALLEY

1019 0.00 TPN

1017 0.00

1020

1007 6.24

FLOOD ZONE X GRAY

FLOOD ZONE X

N 01°06'31" W

EXISTING DRAINAGE DITCH

CONSERVATION EASEMENT 2 OR 7049, PG 2774

N 89°47'08" W 237.67'

N 01°23'29" W 120.02'

N 15°29'11" W 156.57'

N 20°20'52" W 226.13'

NOTE: VOLUSIA COUNTY MOSQUITO CONTROL SHALL HAVE THE RIGHT OF ACCESS AND MAINTENANCE OVER THE EXISTING DRAINAGE DITCH.

FLOOD ZONE X

N 88°50'24" E 91.25'

N 67°53'23" E 114.78'

RAILROAD, LLC I 19.9 (PAGE 3141)

SECTION 3 EAST

PAVEMENT

213.08'

184.99'

166.19'

181.13'

239.09'

310.69'

S 51°39'54" E

20.00' UTILITY EASEMENT

CREEKSHORE DRIVE

S 75°38'38" W 176.58'

8" PVC

N 69°40'43" E 184.10'

N 69°40'43" E 28.30'

OLD SMYRNA TRAIL R/W VARIES

FLORIDA DAYS PHASE 5 MB 56 PG 136-139

TRACT A COMMON AREA DRAINAGE RETENTION

TRACT 1 COMMON AREA DRAINAGE RETENTION

N 54°41'44" E 99.56'

N 54°41'44" E 182.64'

1400

R/W

LEGEND

AREA TO CLEAR

SILT FENCE

TREE TO REMOVE

10" TREE TO REMAIN

0 50' 100'

SCALE: 1" = 50'

NOTE: CLEARING IS LIMITED TO CREEKSHORE DRIVE RIGHT-OF-WAY AND ADJACENT UTILITY EASEMENT. CLEARING FOR HOUSE CONSTRUCTION WILL OCCUR ONLY AFTER OBTAINING A BUILDING PERMIT FOR THE HOME.

ANY CHANGES THAT INCREASE IMPERVIOUS AREA OR CHANGE THE GRADING PLAN WILL REQUIRE A SJRWMD LETTER MODIFICATION

SILT FENCE WILL BE REQUIRED AT THE TIME OF HOUSE COSTRUCTION ALONG THE WESTERLY LIMIT OF CLEARING

NO.	DATE	DESRIPTION
1	12-2-20	SJ PRE APP MTG
2	8-06-21	RESUBMIT SJRWMD
3	8-27-21	RESUBMIT CITY
4	10-15-21	RESUBMIT CITY/SJRWMD
5	11-05-21	RESUBMIT CITY/SJRWMD
6	2-11-22	RESUBMIT CITY/CO
7	3-23-23	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING SOLUTIONS, INC.
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FLORIDA DAYS PHASE 5

FINAL PLAT & CONSTRUCTION PLANS

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Jerry K Finley — Digitally signed by Jerry K Finley Date: 2022.04.05 15:41:37 -04'00'

SHEET TITLE
EROSION CONTROL & CLEARING PLAN- PHASE 5

SHEET
10B

16 SOUTH
33 EAST

FOR LOTS IN PHASE 5
1. WATER AND SEWER WILL BE EXTENDED TO SERVE THESE LOTS
2. LOTS WILL NOT BE CLEARED UNTIL BUILDING CONSTRUCTION
3. NO IMPERVIOUS AREA IS TO BE CONSTRUCTED WITH THE SUBDIVISION IMPROVEMENTS
4. STORMWATER RETENTION WILL BE CONSTRUCTED AS PART OF THE HOME CONSTRUCTION
5. ACCESS TO LOTS IS FROM THE EXISTING PAVED CREEKSHORE DRIVE

TAX ID 6334-00-03-0010
TIITF/RECREATION & PARKS
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FL 32399

OR 3807, PG 1814
2-02-1991

LEGEND

AREA TO CLEA

SILT FENCE

TREE TO REMO

TREE TO REMA

0 80 160'
SCALE: 1" = 80'

NO.	DATE	DESRIPTION
1	1-15-21	SUBMIT TO S/CITY
2	8-06-21	RESUBMIT TO S.R/WMD
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/S.R/WMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING
SOLUTIONS, INC.
3959 SO. NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

FLORIDA DAYS PHASE 5

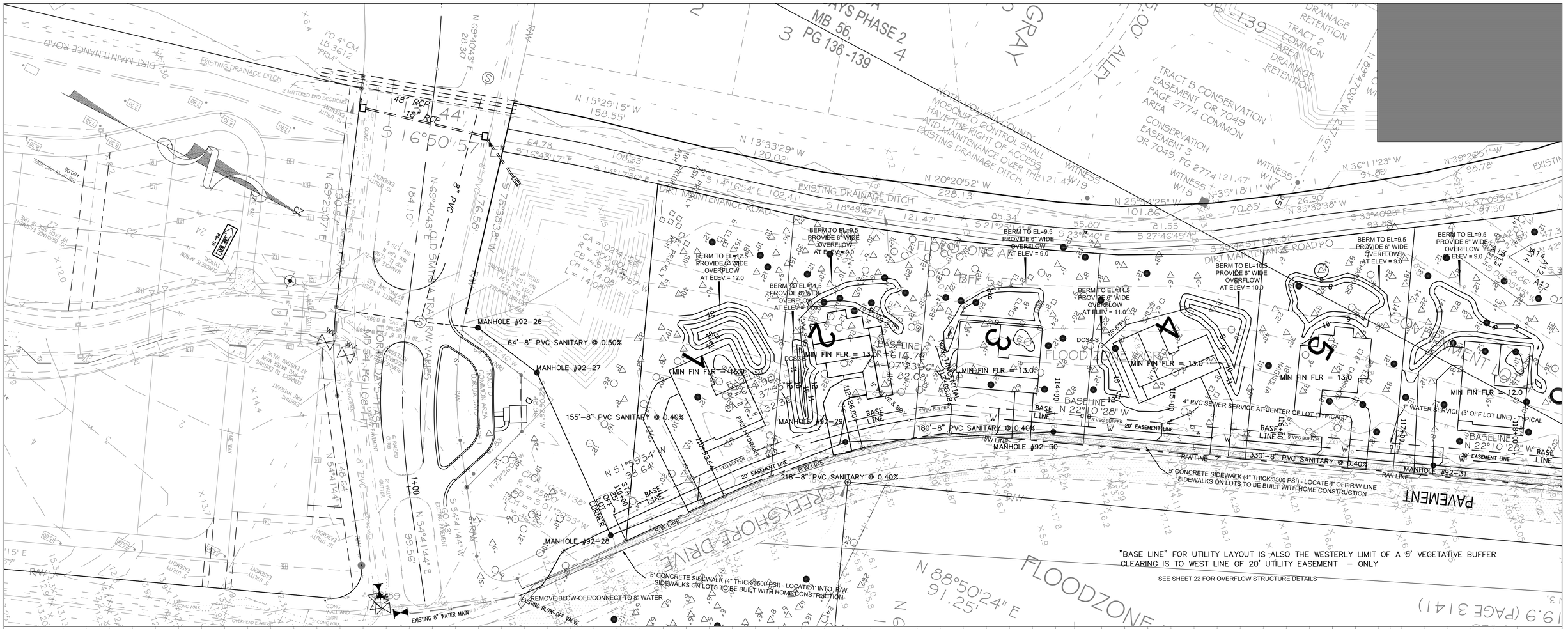
FINAL PLAT & CONSTRUCTION PLANS

WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE #39909 ON THE DATE INDICATED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

Jerry K. Finley
Digitally signed by Jerry K. Finley
Date: 2022.04.05 15:44:52 -04'00'

SHEET TITLE
PHASE 5 DEVELOPMENT PLAN

SHEET
11



SCALE: 1" = 40 FT(HORIZ) / 4' (VERT)

NO.	DATE	DESCRIPTION
7	3-23-22	FINAL PLAT & CONSTRUCTION PLANS

NO.	DATE	DESCRIPTION
6	2-11-22	RESUBMIT TO CITY/CO
5	11-05-21	RESUBMIT TO CITY/SJRWMD
4	10-15-21	RESUBMIT TO CITY/SJRWMD
3	8-27-21	RESUBMIT TO CITY
2	8-06-21	RESUBMIT SJRWMD
1	1-15-21	SUBMIT TO CITY/SJRWMD

FINLEY ENGINEERING SOLUTIONS, INC.
CERTIFICATE OF AUTORIZATION # 31991

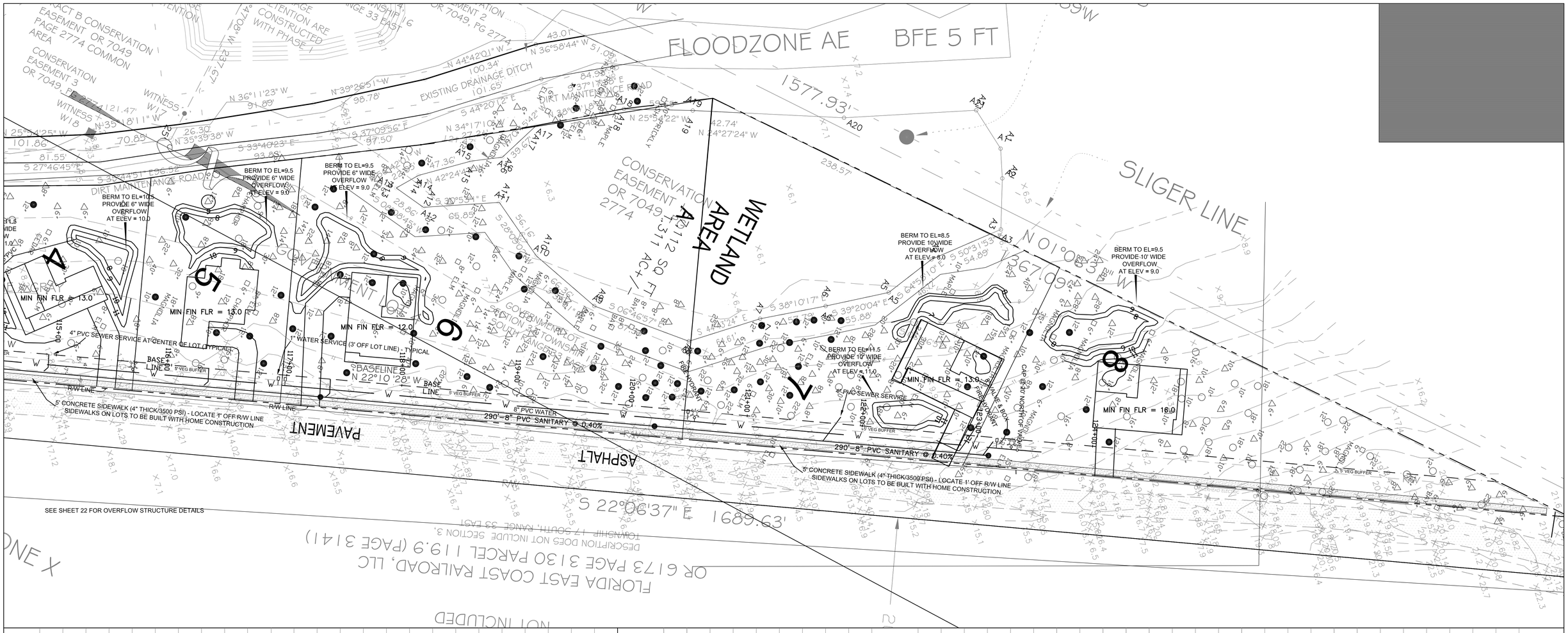
3959 SO. NOVA ROAD. SUITE B-34
PORT ORANGE, FL. 32127
(386) 756-8676
JFINLEY@FINLEYENGINEERS.COM

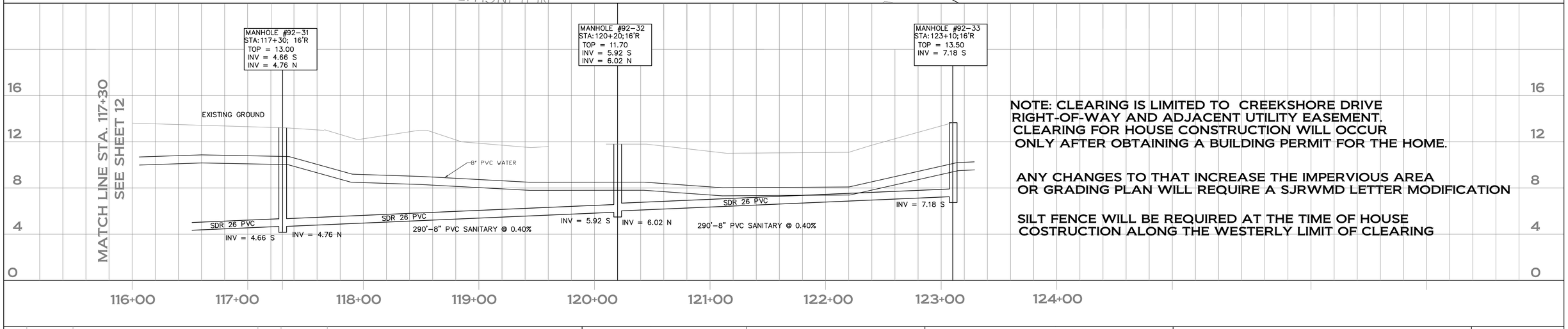
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Jerry K Finley — Digitally signed by Jerry K Finley, Date: 2022.04.05 15:47:49 -04'00'

FLORIDA DAYS
PHASE 5
FINAL PLAT & CONSTRUCTION PLANS
FINAL DEVELOPMENT PLANS - PLAN / PROFILE

SHEET 12





NOTE: CLEARING IS LIMITED TO CREEKSHORE DRIVE RIGHT-OF-WAY AND ADJACENT UTILITY EASEMENT. CLEARING FOR HOUSE CONSTRUCTION WILL OCCUR ONLY AFTER OBTAINING A BUILDING PERMIT FOR THE HOME.

ANY CHANGES TO THAT INCREASE THE IMPERVIOUS AREA OR GRADING PLAN WILL REQUIRE A SJRWMD LETTER MODIFICATION

SILT FENCE WILL BE REQUIRED AT THE TIME OF HOUSE COSTRUCTION ALONG THE WESTERLY LIMIT OF CLEARING

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
			6	2-11-22	RESUBMIT TO CITY/CO
			5	11-05-21	RESUBMIT TO CITY/SJRWMD
			4	10-15-21	RESUBMIT TO CITY/SJRWMD
			3	8-27-21	RESUBMIT TO CITY
			2	8-06-21	RESUBMIT TO SJRWMD
7	3-23-22	FINAL PLAT & CONSTRUCTION PLANS	1	1-15-21	SUBMIT TO CITY/SJRWMD

FINLEY ENGINEERING SOLUTIONS, INC.
CERTIFICATE OF AUTORIZATION # 31991

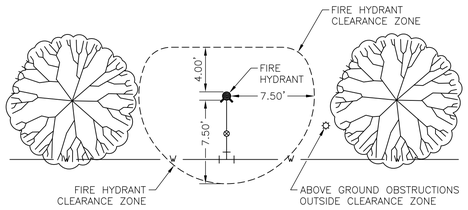
3959 SO. NOVA ROAD, SUITE B-34
PORT ORANGE, FL. 32127
(386) 756-8676
JFINLEY@FINLEYENGINEERS.COM

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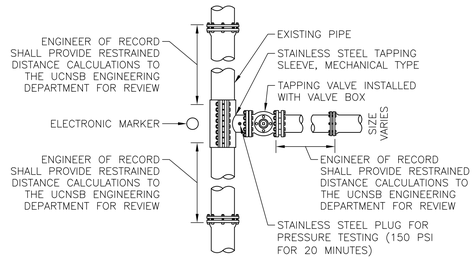
FLORIDA DAYS
PHASE 5
FINAL PLAT & CONSTRUCTION PLANS
FINAL DEVELOPMENT PLANS - PLAN / PROFILE

SHEET 13

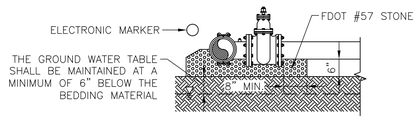


FIRE HYDRANT CLEARANCE ZONE

NTS UCNSB 6/15



PLAN VIEW

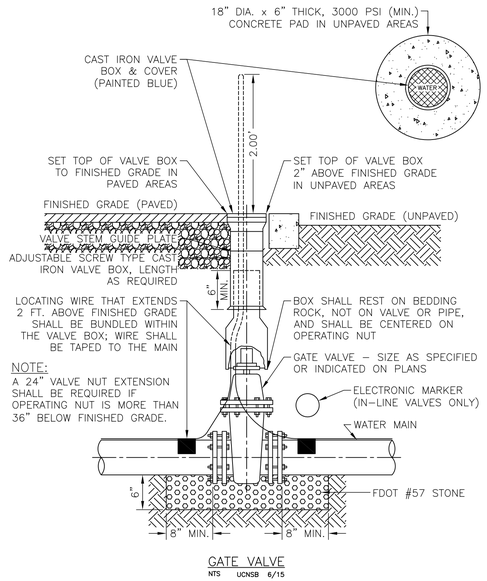


SECTION VIEW

NOTES:
1. FULL LENGTH TAPPING SLEEVE REQUIRED.
2. STAINLESS STEEL TAPPING SLEEVES ARE REQUIRED FOR ALL TYPES OF PIPE MATERIALS.
3. INSTALLATION REQUIRES RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
4. REVERSE SIDE AND VERTICAL TAPPING REQUIRES UCNSB ENGINEERING DEPARTMENT APPROVAL.

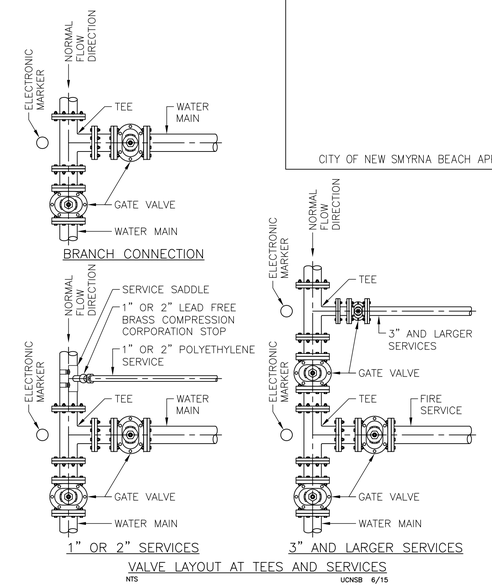
TAPPING SLEEVE AND VALVE

NTS UCNSB 6/15



GATE VALVE

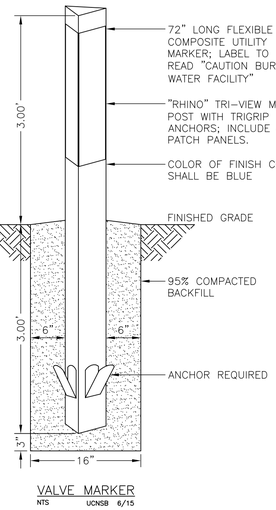
NTS UCNSB 6/15



VALVE LAYOUT AT TEES AND SERVICES

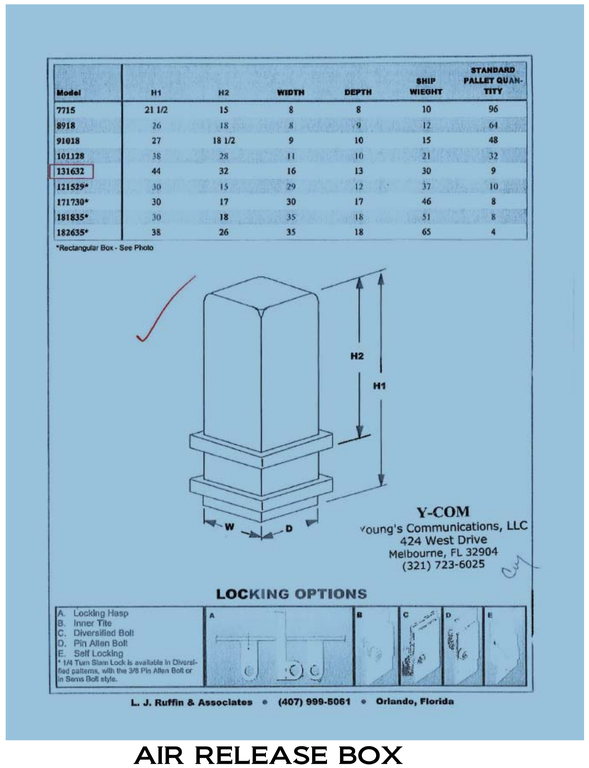
NTS UCNSB 6/15

CITY OF NEW SMYRNA BEACH APPROVAL

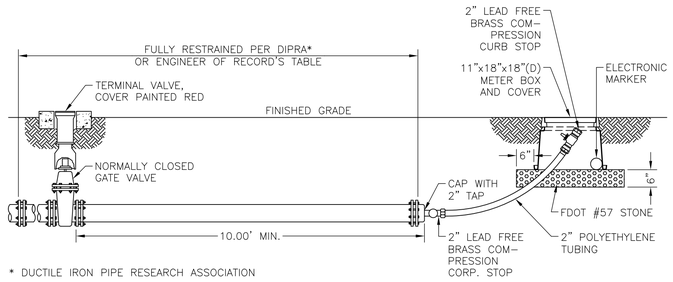


VALVE MARKER

NTS UCNSB 6/15



AIR RELEASE BOX



* DUCTILE IRON PIPE RESEARCH ASSOCIATION

BLOW OFF VALVE ASSEMBLY

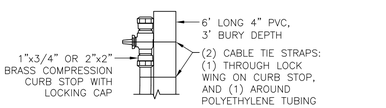
NTS UCNSB 6/15

OTHER PIPE	HORIZONTAL SEPARATION	CROSSING	JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER REGULATED UNDER FAC 62–610 PART III	WATER MAIN, 3 FT MINIMUM	WATER MAIN, 12 INCHES IS THE MINIMUM EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM, WATER MAIN
VACUUM SANITARY SEWER	WATER MAIN, 10 FT PREFERRED, 3 FT MINIMUM	WATER MAIN, 6 INCHES IS THE MINIMUM; 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM, WATER MAIN
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER NOT REGULATED UNDER FAC 62–610 PART III	WATER MAIN, 10 FT PREFERRED, 6 FT MINIMUM	WATER MAIN, 12 INCHES IS THE MINIMUM EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 6 FT MINIMUM, WATER MAIN

NOTES:
1. LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH FAC RULE 62–555.314.
2. WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
3. IN ADDITION TO FAC RULE 62–555.314, THE UCNSB REQUIRES THAT ALL OTHER UTILITY SEPARATIONS SHALL BE 1 FOOT VERTICALLY ON CROSSINGS AND 3 FEET PARALLEL.

UTILITY SEPARATION

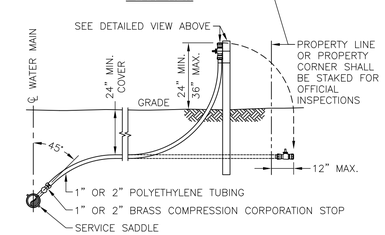
NTS UCNSB 6/15



DETAILED VIEW



PLAN VIEW

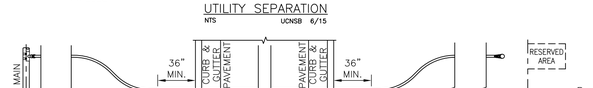


SECTION VIEW

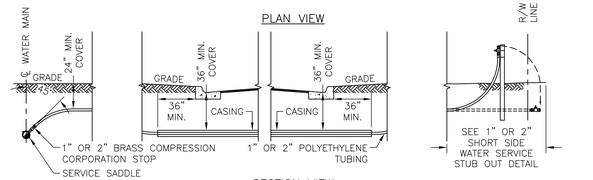
NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL FITTINGS SHALL BE LEAD FREE BRASS.
3. ATTACH WATER SERVICE TO POST AS SHOWN ABOVE.

1" OR 2" SHORT SIDE WATER SERVICE STUB OUT

NTS UCNSB 6/15



PLAN VIEW



SECTION VIEW

NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL UNDER ROAD SERVICES IN NEW DEVELOPMENTS SHALL BE IN 4" SCHEDULE 40 PVC CASINGS WITH THE EXCEPTION OF DOUBLE 2" SERVICES WHICH REQUIRE A 6" CASING.
3. ALL FITTINGS SHALL BE LEAD FREE BRASS.

1" OR 2" LONG SIDE WATER SERVICE STUB OUT

NTS UCNSB 6/15

NO.	DATE	DESRIPTION
1	1-15-21	SUBMIT TO SJ/CITY
3	6-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-15-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING SOLUTIONS, INC.
3959 SOUTH NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

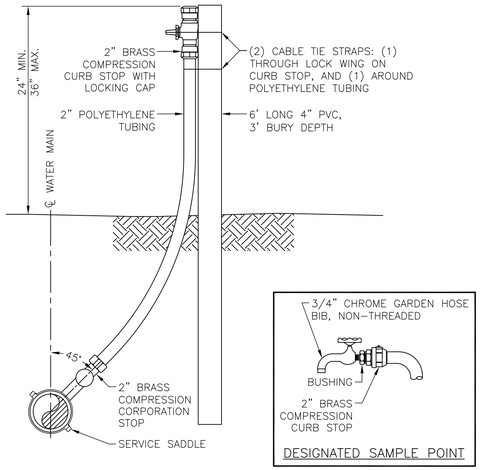
Jerry K Finley — Digitally signed by Jerry K Finley. Date: 2022.04.05 15:49:21 -04'00'

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FLORIDA DAYS
PHASES 4 & 5
FINAL PLAT & CONSTRUCTION PLANS

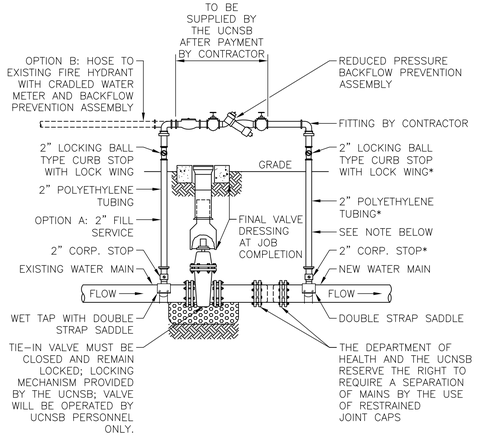
SHEET TITLE
WATER DETAILS

SHEET
14



NOTE:
ALL FITTINGS SHALL BE LEAD FREE BRASS.

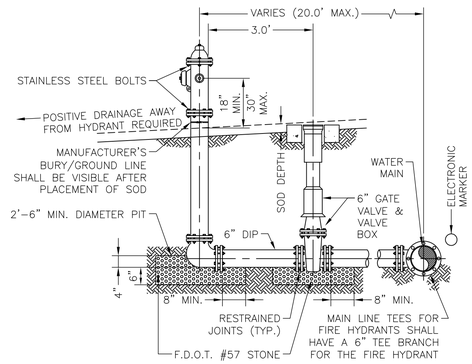
2" TEST SERVICE STUB OUT
NTS UCNSB 6/15



* THESE COMPONENTS COMPRISE THE TEST SERVICE.

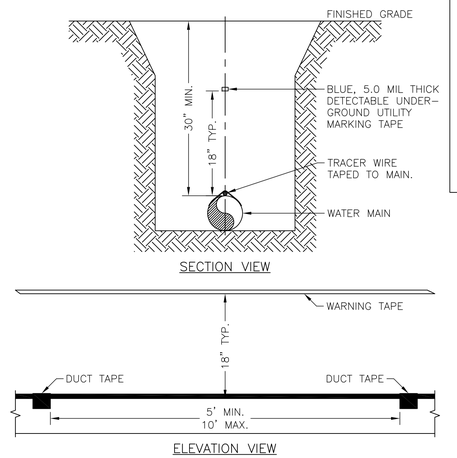
NOTE:
2" TEST SERVICE TO BE STAKED PER TEST SERVICE STUB OUT DETAIL AT JOB COMPLETION.

2" TEMPORARY CONSTRUCTION METER CONNECTION
NTS UCNSB 6/15



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.

FIRE HYDRANT ASSEMBLY
NTS UCNSB 6/15

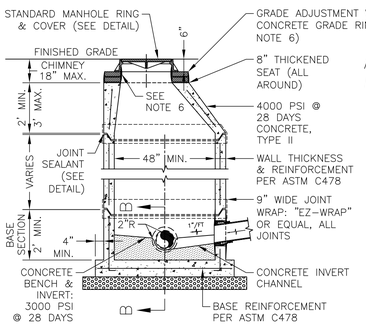


NOTES:
1. ALL PIPE SHALL REQUIRE #14 GAUGE (AWG) HIGH-STRENGTH COPPER CLAD STEEL CONDUCTOR (HS-CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
2. AT RESTRAINED JOINTS, WRAP TRACER WIRE AROUND ONE LUG.

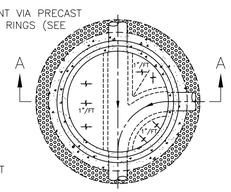
PIPE LOCATING WIRE AND TAPE
NTS UCNSB 6/15

CITY OF NEW SMYRNA BEACH APPROVAL

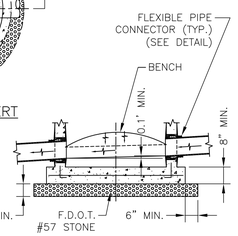
WATER DETAILS



SECTION A-A



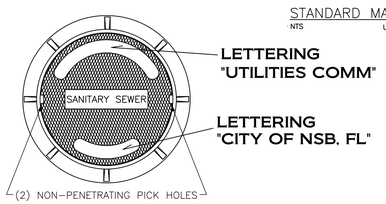
PLAN VIEW - INVERT



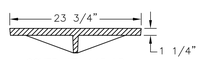
SECTION B-B

NOTES:
1. PRE-FORMED INVERTS ARE PERMITTED.
2. TOP SECTIONS SHALL BE ECCENTRIC.
3. STRUCTURES SHALL BE INSTALLED LEVEL IN ALL DIRECTIONS.
4. MANHOLE STRUCTURES SHALL BE COATED WITH COAL TAR EPOXY: 1 COAT OR 8 MILS OUTSIDE, 2 COATS OR 16 MILS INSIDE; LINED MANHOLES SHALL BE COATED OUTSIDE ONLY.
5. PIPE CONNECTIONS AT MANHOLE JOINTS ARE NOT PERMITTED.
6. EPOXY MORTAR INSIDE & OUTSIDE OF CHIMNEY/PRECAST CONCRETE GRADE RINGS & PIPE OPENINGS FOR A SMOOTH FINISH.

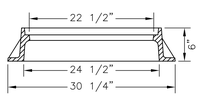
STANDARD MANHOLE
NTS UCNSB 6/15



TOP VIEW

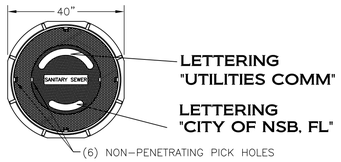


COVER WT: 145 LB
U.S. FOUNDRY CE COVER

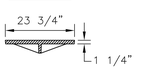


RING WT: 150 LB
U.S. FOUNDRY 170 RING

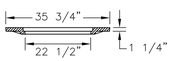
STANDARD MANHOLE RING AND COVER
NTS UCNSB 6/15



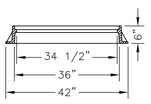
TOP VIEW



COVER WT: 145 LB
U.S. FOUNDRY CE INNER COVER

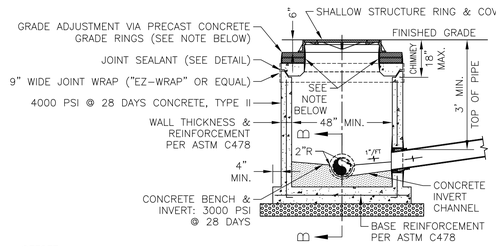


COVER WT: 220 LB
U.S. FOUNDRY CR OUTER COVER

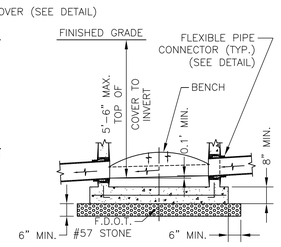


RING WT: 220 LB
U.S. FOUNDRY 667 RING

SHALLOW STRUCTURE RING AND COVER
NTS UCNSB 6/15

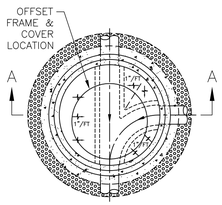


SECTION A-A

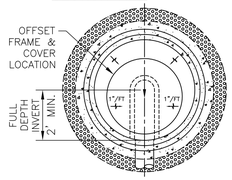


SECTION B-B

NOTE:
EPOXY MORTAR INSIDE & OUTSIDE OF CHIMNEY/PRECAST CONCRETE GRADE RINGS & PIPE OPENINGS FOR A SMOOTH FINISH.

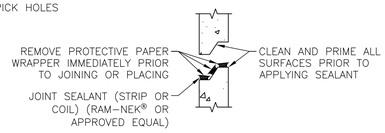


PLAN VIEW
IN LINE MANHOLE

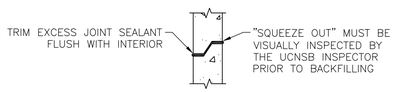


PLAN VIEW
TERMINAL MANHOLE

SHALLOW MANHOLE
NTS UCNSB 6/15

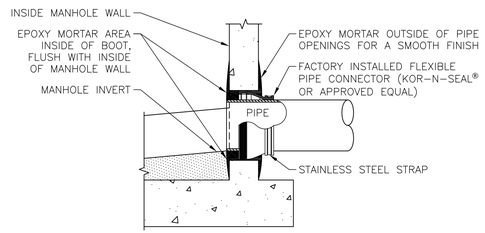


APPLICATION OF SEALANT

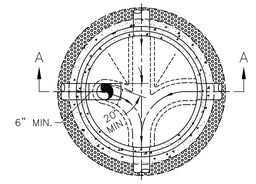


CLOSED JOINT

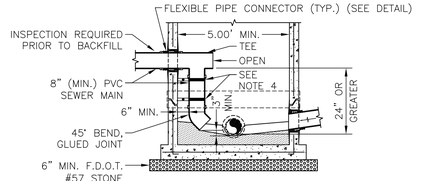
JOINT SEALANT
NTS UCNSB 6/15



FLEXIBLE PIPE CONNECTION
NTS UCNSB 6/15



PLAN VIEW - INVERT



SECTION A-A

NOTES:
1. NO INVERT BETWEEN 12" & 24" ABOVE THE LOWEST INVERT IS PERMITTED.
2. NEW DROP MANHOLES SHALL HAVE A MINIMUM DIAMETER OF 5 FEET.
3. DROP CONNECTION PIPING SHALL BE PVC & THE SAME SIZE AS THE SEWER MAIN.
4. PIPE BRACKETS SHALL BE STAINLESS STEEL BANDS, (2) MIN. AT 24" MAX. SPACING, ANCHORED TO THE MANHOLE WALL WITH STAINLESS STEEL BOLTS.
5. SEE STANDARD MANHOLE DETAIL FOR MANHOLE SPECIFICATIONS.
6. DROP CONNECTION IN AN EXISTING MANHOLE REQUIRES UCNSB ENGINEERING DEPARTMENT APPROVAL. MANHOLE CORE SHALL NOT BE ON A JOINT.

INSIDE DROP MANHOLE
NTS UCNSB 6/15

SEWER DETAILS

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJC/TY
3	6-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING SOLUTIONS, INC.
3959 SOUTH NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

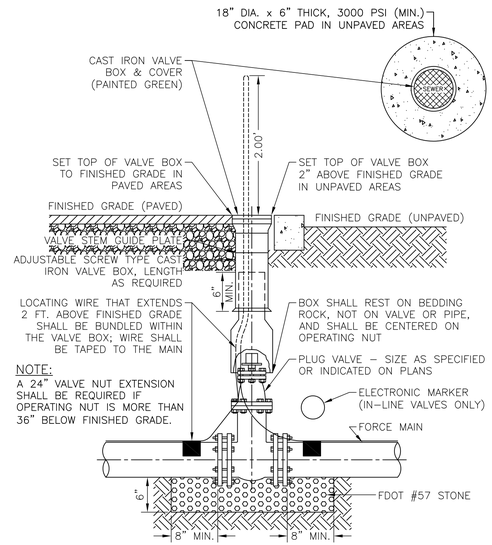
Jerry K Finley — Digitally signed by Jerry K Finley. Date: 2022.04.05 15:50:58 -04'00'
NO. 28909 STATE OF FLORIDA PROFESSIONAL ENGINEER

WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E., LICENSE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE # 29909 ON THE DATE INDICATED ADJACENT TO THE SEAL, PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

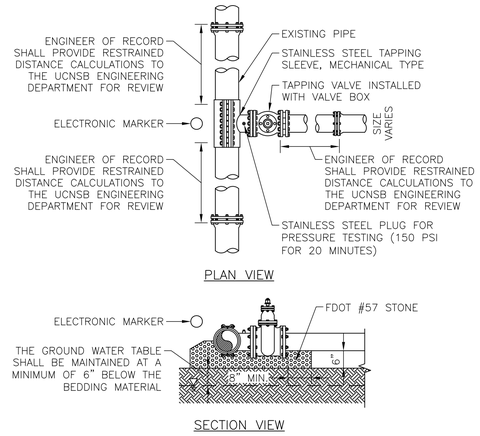
FLORIDA DAYS
PHASES 4 & 5
FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE
WATER & SEWER DETAILS

SHEET
15

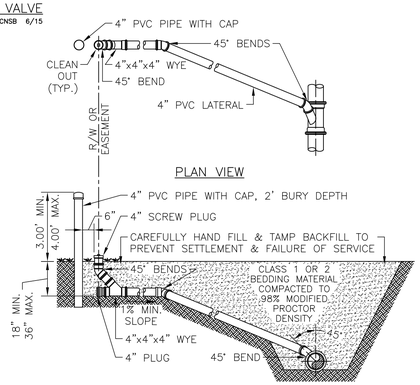


PLUG VALVE
NTS UCNSB 6/15



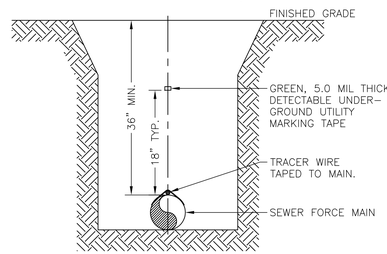
NOTES:
1. FULL LENGTH TAPPING SLEEVE REQUIRED.
2. STAINLESS STEEL TAPPING SLEEVES ARE REQUIRED FOR ALL TYPES OF PIPE MATERIALS.
3. INSTALLATION REQUIRES RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
4. REVERSE SIDE AND VERTICAL TAPPING REQUIRES UCNSB ENGINEERING DEPARTMENT APPROVAL.

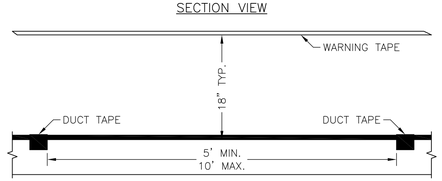
TAPPING SLEEVE AND VALVE
NTS UCNSB 6/15



NOTE:
DOUBLE SEWER LATERALS ARE NOT PERMITTED.

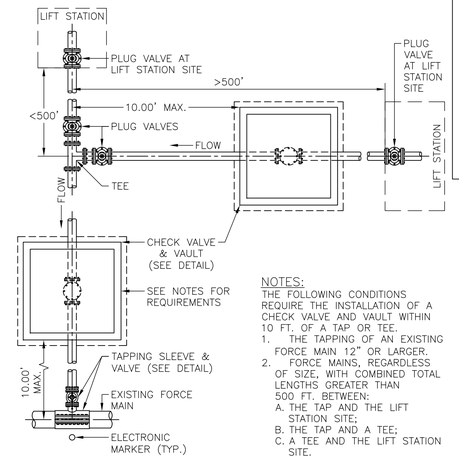
SEWER LATERAL
NTS UCNSB 6/15





NOTES:
1. ALL PIPE SHALL REQUIRE #14 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.

PIPE LOCATING WIRE AND TAPE
NTS UCNSB 6/15



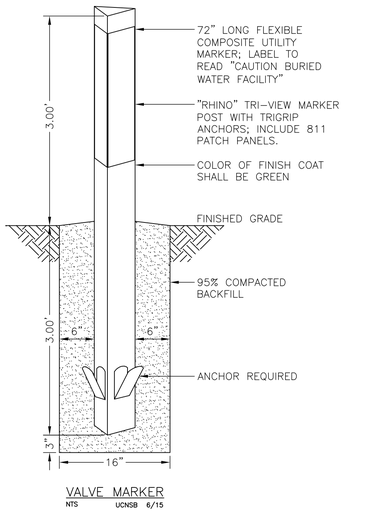
FORCE MAIN VALVE LAYOUT
NTS UCNSB 6/15

NOTES:
THE FOLLOWING CONDITIONS REQUIRE THE INSTALLATION OF A CHECK VALVE AND VAULT WITHIN 10 FT. OF A TAP OR TEE.
1. THE TAPPING OF AN EXISTING FORCE MAIN 12" OR LARGER.
2. FORCE MAINS, REGARDLESS OF SIZE, WITH COMBINED TOTAL LENGTHS GREATER THAN 500 FT. BETWEEN:
   A. THE TAP AND THE LIFT STATION SITE;
   B. THE TAP AND A TEE;
   C. A TEE AND THE LIFT STATION SITE.

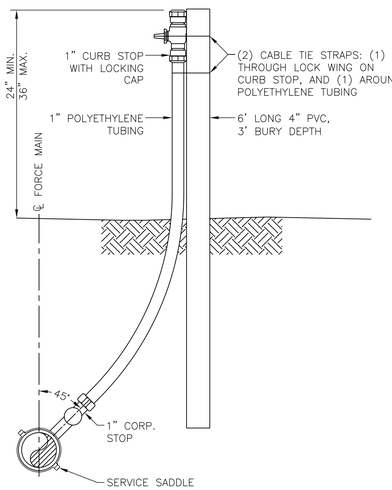
OTHER PIPE	HORIZONTAL SEPARATION	CROSSING	JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER REGULATED UNDER FAC 62-610 PART III	WATER MAIN, 3 FT MINIMUM	WATER MAIN; 12 INCHES IS THE MINIMUM EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM; WATER MAIN
VACUUM SANITARY SEWER	WATER MAIN, 10 FT PREFERRED 3 FT MINIMUM	WATER MAIN; 6 INCHES IS THE MINIMUM; 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM; WATER MAIN
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER NOT REGULATED UNDER FAC 62-610 PART III	WATER MAIN, 10 FT PREFERRED 6 FT MINIMUM	WATER MAIN; 12 INCHES IS THE MINIMUM EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 6 FT MINIMUM; WATER MAIN

NOTES:
1. LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH FAC RULE 62-555.314.
2. WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
3. IN ADDITION TO FAC RULE 62-555.314, THE UCNSB REQUIRES THAT ALL OTHER UTILITY SEPARATIONS SHALL BE 1 FOOT VERTICALLY ON CROSSINGS AND 3 FEET PARALLEL.

UTILITY SEPARATION
NTS UCNSB 6/15



VALVE MARKER
NTS UCNSB 6/15



1" TEST SERVICE STUB OUT
NTS UCNSB 6/15

CITY OF NEW SMYRNA BEACH APPROVAL

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJCITY
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

3959 SOUTH NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

FINLEY ENGINEERING SOLUTIONS, INC.

Jerry K Finley — Digitally signed by Jerry K Finley Date: 2022.04.05 15:52:29 -04'00'

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FLORIDA DAYS
PHASES 4 & 5
FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE
SEWER DETAILS

SHEET
16

501

PUMP STATION DATA TABLE

PUMP STATION NUMBER	DISCHARGE PIPE SIZE	INFLUENT PIPE SIZE	INFLUENT PIPE INV.	A	B	C	D	E	F	G	H	J	K	L	M	N	O	S	T	U	V	W	X	Y	Z	GPM*	TDH	HP	VOLT	PHASE	HERTZ
112	4"	8"	(–)2.09	8"	6'–0"	12"	12"	24"	36"	18"	60"	6"	17"	13"	13"	17"	60"	3.50	(–)6.0	(–)4.5	(–)3.7	(–)2.9	(–)2.0	9.50	10.0	176	69.6	6.5	230	3	60

* 100 GPM MINIMUM

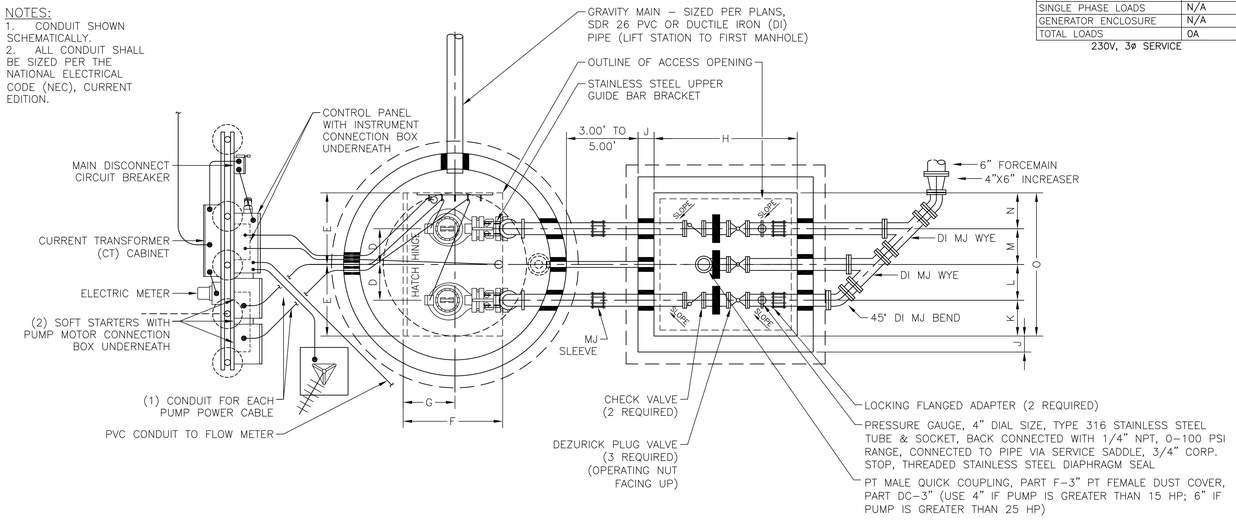
LOAD CALCULATIONS

DESCRIPTION	AMPERES @ 230V
2 PUMPS AT 6.5 HP EA	15AMP
25% OF LARGEST MOTOR	37
TOTAL MOTOR LOADS	296
SINGLE PHASE LOADS	N/A
GENERATOR ENCLOSURE	N/A
TOTAL LOADS	0A

230V, 3ø SERVICE

USE XYLEM "FLYGT" PUMPS – MODEL C 3102SH–3 ADAPTIVE 256

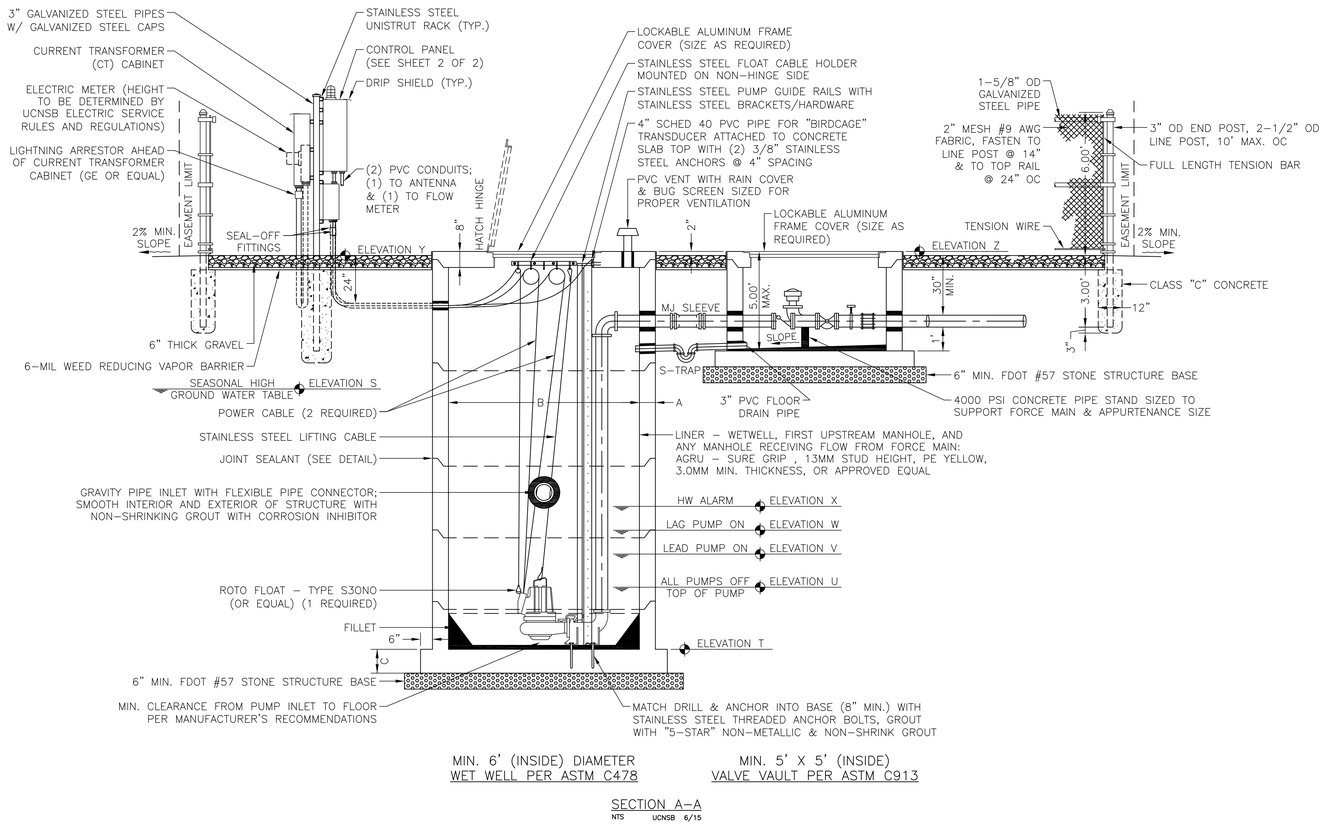
NOTES:
1. CONDUIT SHOWN SCHEMATICALLY.
2. ALL CONDUIT SHALL BE SIZED PER THE NATIONAL ELECTRICAL CODE (NEC), CURRENT EDITION.



MIN. 6' (INSIDE) DIAMETER WET WELL PER ASTM C478

MIN. 5' X 5' (INSIDE) VALVE VAULT PER ASTM C913

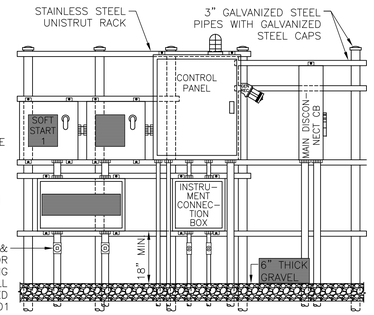
WET WELL / VALVE VAULT PLAN VIEW
NTS UCNSB 6/15



MIN. 6' (INSIDE) DIAMETER WET WELL PER ASTM C478

MIN. 5' X 5' (INSIDE) VALVE VAULT PER ASTM C913

SECTION A–A
NTS UCNSB 6/15



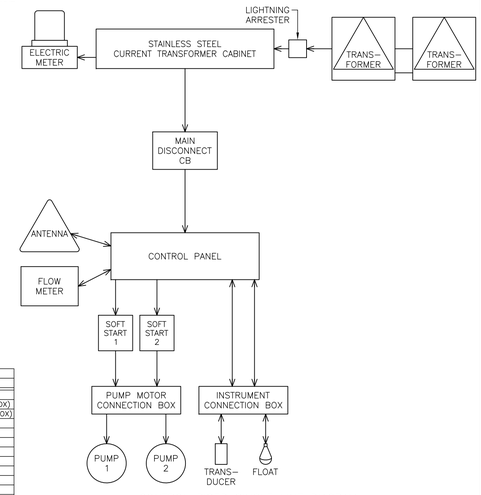
NOTES:
1. ALL MOUNTING HARDWARE SHALL BE TYPE 316 STAINLESS STEEL.
2. ALL ENCLOSURES SHALL BE TYPE 316 STAINLESS STEEL, NEMA 4X RATED, WITH GASKETED WEATHER–PROOF DOORS.

EQUIPMENT RACK ELEVATION (WET WELL SIDE)
NTS UCNSB 6/15

CITY OF NEW SMYRNA BEACH APPROVAL

ABBREVIATIONS

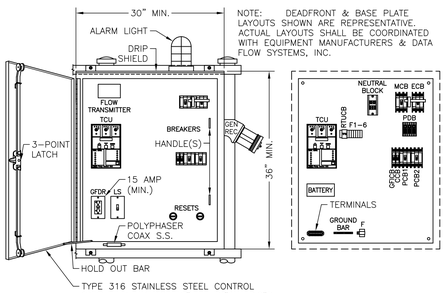
A AMPS	DRB DUPLEX RECEPTACLE BREAKER	ISR INTRINSICALLY SAFE RELAY	NO NORMALLY OPEN	SOST SOFT STARTER
AC ALTERNATING CURRENT	ECB EMERGENCY CIRCUIT BREAKER	LA "A" PHASE LINE	OL OVERLOAD	TB# TERMINAL BLOCK [NUMBER]
ALM ALARM	EXT EXTERNAL	LB "B" PHASE LINE	PDP POWER DISTRIBUTION PANEL	TCU TELEMETRY CONTROL UNIT
ATS AUTOMATIC TRANSFER SWITCH	FB# FUSE BLOCK [NUMBER]	LC "C" PHASE LINE	PM PHASE MONITOR	TFS TRANSIENT FILTER SHIELD
AUX AUXILIARY	FLA FULL LOAD AMPS	LCB LIGHT CIRCUIT BREAKER	PWR POWER	TGND SAFETY GROUND
BATT BATTERY	FM FLOW METER	LVL LEVEL	R# RESISTOR [NUMBER]	T–STAT THERMOSTAT
C CONDUIT	FMCB FLOW METER CIRCUIT BREAKER	mA MILLIAMPS	RTS REQUEST TO SEND	TXD TRANSMIT DATA
CB CIRCUIT BREAKER	FR FLOAT REGULATOR	MCB MAIN CIRCUIT BREAKER	RTU REMOTE TERMINAL UNIT	V VOLTS
CCB CONTROL CIRCUIT BREAKER	GFDR GROUND FAULT DUPLEX RECEPTACLE	MCP MOTOR CIRCUIT PROTECTOR	RXD RECEIVE DATA	VAC VOLTS ALTERNATING CURRENT
COM COMMON	GND GROUND	MS MOTOR STARTER	SA SURGE ARRESTOR	VDC VOLTS DIRECT CURRENT
CTS CLEAR TO SEND	HP HORSEPOWER	MTR MOTOR	SS SURGE SUPPRESSOR	VFD VARIABLE FREQUENCY DRIVE
DFS DATA FLOW SYSTEMS, INC.	ISB INTRINSICALLY SAFE BARRIER	N, NEUT NEUTRAL	SIL SILENCE	XFMR TRANSFORMER



CONTROL RISER SINGLE LINE DIAGRAM
NTS UCNSB 6/15

NOTE: ALL PARTS LISTED ARE "OR APPROVED EQUAL".			
QTY.	ABBR.	DESCRIPTION	MANUFACTURER, PART#
1	ENC	ENCLOSURE, TYPE 316 STAINLESS STEEL, NEMA 4X	CUSTOM EQUIPMENT, 36X30X12 W/3PT. LATCH
1	ENC	ENCLOSURE, TYPE 316 STAINLESS STEEL, NEMA 4X	CUSTOM EQUIPMENT, 18X30X8 (PUMP CONNECTION BOX)
1	ENC	ENCLOSURE, TYPE 316 STAINLESS STEEL, NEMA 4X	CUSTOM EQUIPMENT, 18X18X8 (INSTR. CONNECTION BOX)
4		DIN RAIL, 1 METER	SCHNEIDER ELECTRIC, 16–7002DN
1	MCB	**MAIN CIRCUIT BREAKER, 000A**	**SQUARE D, X (SIZE PER PUMP MANUFACTURER)**
1	ECB	**EMERGENCY CIRCUIT BREAKER, 000A**	**SQUARE D, X (SIZE PER PUMP MANUFACTURER)**
2	PCB1,2	**PUMP CIRCUIT BREAKER, 000A**	**SQUARE D, X (SIZE PER PUMP MANUFACTURER)**
2	PDPCB	POWER DISTRIBUTION PANEL CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	CCB	CONTROL CIRCUIT BREAKER, 30A	SQUARE D, QOU130
1	LCB	LIGHT CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	DRB	GFDR CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	RTUCB	RTU CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	FMCB	FLOW METER CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	TCB	TFS/TCU CIRCUIT BREAKER, 10A	DFS, 014–0010
2	F4,5	FUSE, 15A	BUSSMANN, FNQR15
2	F6,10	FUSE, 1/4A	BUSSMANN, KLM–1/4
2	F7,8	FUSE, 6A	X, X
1	XFMR	**0KVA, 000V/000V, CONTROL TRANSFORMER**	**SQUARE D, X**
1	GFDR	120V GROUND FAULT DUPLEX RECEPTACLE	HUBBELL, GFRS2520A
1	LS	LIGHT SWITCH & FACE PLATE	HUBBELL, CS1201I & P1
1		PANEL LIGHT	AMERICAN LIGHTING, LXC–2H–WH
1		COOLING FAN	EBM–PAPST, ACI 4420 HH
1		FLASHING ALARM LIGHT	INGRAM PRODUCTS, INC., SBN120AC
2	MS1,2	MOTOR STARTER RELAY	**(GENERAL PURPOSE RELAY, DPDT, 24VDC)**
1	TCU	TAC PACK TELEMETRY CONTROL UNIT – TCU001	DFS, DFS–00367–011–02
1		WIRE/COMPONENT HARNESS	DFS, DFS–00396–108–02
7	F#	FUSE AND HOLDER, WAGO	DFS, DFS–00271–008–09, 1AMP SLOW BLOW
2	R1,2	RESISTOR BLOCK, 100K, WAGO	DFS, DFS–00271–008–07 (REQ'D FOR 480V)
0	R3,4	RESISTOR BLOCK, 47K, WAGO	DFS, DFS–00271–008–01
2	R3,4	RESISTOR BLOCK, 100K, WAGO	DFS, DFS–00271–008–07
1	TFS	TRANSIENT FILTER SHIELD – TFS001	DFS, DFS–00306–008–01
1		POLYPHASER COAXIAL SURGE PROTECTION KIT	DFS, DFS–00392–008–01
1		BATTERY BACKUP	DFS, DFS–00363–008–02
1		46" RF PIGTAIL	DFS, DFS–00125–008–12
1	SS1	**000V SURGE SUPPRESSOR**	**DITEK, DTK–**
1	SS2	120V SURGE SUPPRESSOR (DFS MODEL SPS001)	DITEK, DTK–120HW
1	ISR	INTRINSICALLY SAFE RELAY	ATC DIVERSIFIED, ISO–120–AFA
1	SA	SURGE ARRESTOR	PHOENIX CONTACT, TT–2–PE–24DC, 2838186
1		END COVER FOR SURGE ARRESTOR	PHOENIX CONTACT, 2838995
1	ISB	INTRINSICALLY SAFE BARRIER	DWYER INSTRUMENTS, MTLS041
2		PUMP SPLICER TERMINAL BLOCK	BUSSMANN, 16204–3
29	TB#	TERMINAL BLOCK	SQUARE D, 9080GR6
1		FOLDING LAPTOP SHELF, 18"	SCHAEFER'S ELECTRICAL ENCLOSURES, SP–SHELF18
1	GEN REC	GENERATOR RECEPTACLE	RUSSELLSTOLL, JRSB1044FR
1	FLOAT	ROTO–FLOAT SWITCH	ANCHOR SCIENTIFIC, S3ONO
1	BCT	BIRDCAGE* LEVEL TRANSDUCER	BLUE RIBBON CORP., BC001
2	SOST1,2	SOFT STARTER	**BALDOR, MST–000–XX**
1	FM	FLOW METER, ULTRASONIC	CLARK SONIC*, CSLFC

CONTROL PANEL ELECTRICAL BILL OF MATERIALS
NTS UCNSB 6/15



NOTE: DEADFRONT & BASE PLATE LAYOUTS SHOWN ARE REPRESENTATIVE. ACTUAL LAYOUTS SHALL BE COORDINATED WITH EQUIPMENT MANUFACTURERS & DATA FLOW SYSTEMS, INC.

TYPE 316 STAINLESS STEEL CONTROL CABINET, NEMA 4X, 36"H x 30"W x 12"D (MIN. DIMENSIONS), W/ GASKETED WEATHER–PROOF DOOR & PADLOCK HASP WITH INTERNAL "DEAD FRONT" SAFETY DOOR

ENCLOSURE & DEADFRONT LAYOUT

BASE PLATE LAYOUT

CONTROL PANEL ELEVATION
NTS UCNSB 6/15

120V SCHEDULE SHOWN FOR GENERAL INFO ONLY. CIRCUIT BREAKERS ARE AN INTEGRAL PART OF THE FACTORY ASSEMBLED CONTROL PANEL. SEE SCHEMATIC FOR DETAILS.					
CKT	DESCRIPTION	VA	BKR	WIRES	CONDUIT
PCB1,2	PUMP	000	0P–00A	2–#12, 1–#12 GND	INTERNAL
CCB	CONTROL CB/DFS TCU	500	1P–30A	2–#12, 1–#12 GND	INTERNAL
LCB	PUMP CP LIGHT	240	1P–20A	2–#12, 1–#12 GND	INTERNAL
DRB	PUMP CP RECEPTACLE	360	1P–20A	2–#12, 1–#12 GND	INTERNAL
RTU	REMOTE TELEMETRY UNIT	000	1P–20A	2–#12, 1–#12 GND	INTERNAL
FMCB	FLOW METER	100	1P–20A	2–#12, 1–#12 GND	INTERNAL
TCB	TRANSIENT FILTER SHIELD	300	1P–10A	2–#12, 1–#12 GND	INTERNAL
MS1A	PUMP 1 PROTECTION RELAY	000	1P–20A	2–#12, 1–#12 GND	INTERNAL
MS2A	PUMP 2 PROTECTION RELAY	000	1P–20A	2–#12, 1–#12 GND	INTERNAL
F11	FLOW TRANSMITTER	1A	1A FUSE	2–#12, 1–#12 GND	SCH 40 PVC/INTERNAL
	TOTAL	0000			

LIFT STATION CONTROL PANEL SCHEDULE
NTS UCNSB 6/15

NO.	DATE	DESRIPTION
1	1-15-21	SUBMIT TO SJCITY
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

3959 SOUTH NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

FINLEY ENGINEERING SOLUTIONS, INC.

Jerry K Finley — Digitally signed by Jerry K Finley, Date: 2022.04.05 15:54:07 -04'00'

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FLORIDA DAYS

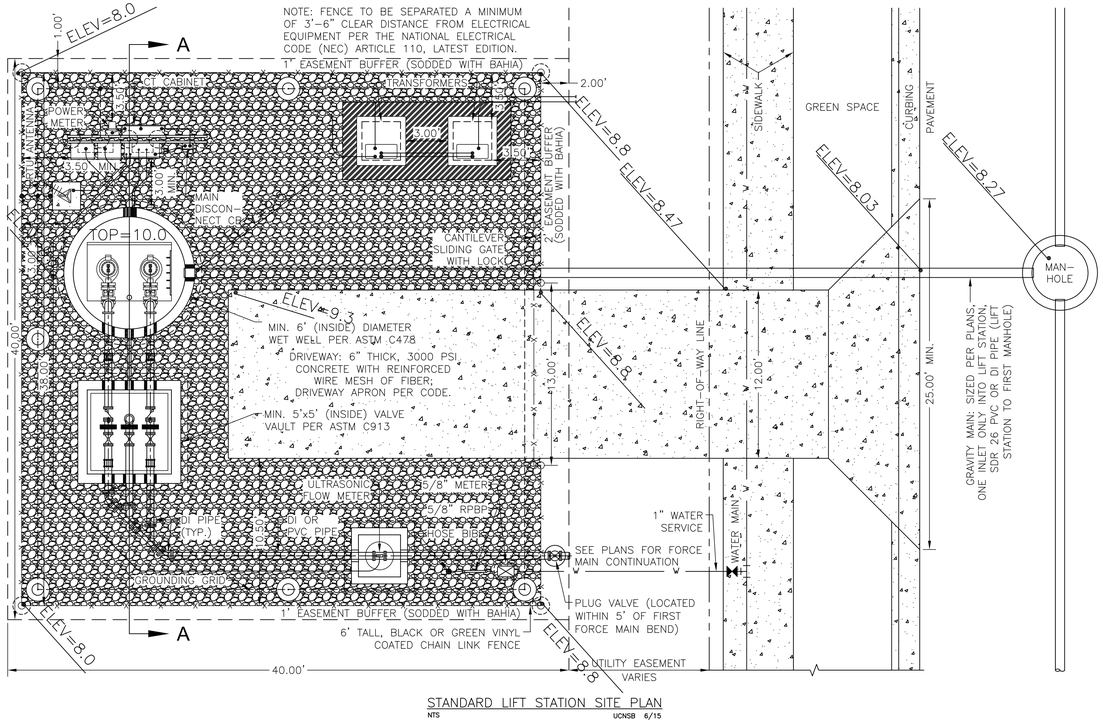
PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE
LIFT STATION DETAILS

SHEET
17

502



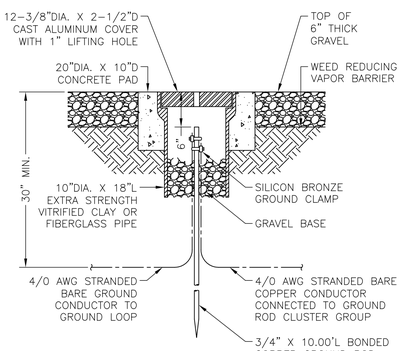
STANDARD LIFT STATION SITE PLAN
NTS UCNSB 6/15

LIFT STATION NOTES:

1. LIFT STATION SITE SHALL BE A MINIMUM OF 40' X 40' IN SIZE, EXCLUSIVE OF OTHER EASEMENT(S).
2. VARIATIONS TO STANDARD SITE PLAN MUST BE APPROVED BY THE UCNSB ENGINEERING DEPARTMENT.
3. ALL AREAS INSIDE OF FENCE SHALL BE COVERED WITH 6" DEEP FDOT #57 STONE OVER 6-MIL WEED REDUCING VAPOR BARRIER.
4. ELEVATION OF EASEMENT AREA SHALL BE SET TO PROVIDE POSITIVE DRAINAGE AWAY FROM LIFT STATION.
5. DRIVEWAY: 6" THICK, 3,000 PSI CONCRETE WITH REINFORCED WIRE MESH OF FIBER; DRIVEWAY APRON PER APPLICABLE STATE OR LOCAL CODES.
6. POTABLE WATER SERVICE WITH METER, BACKFLOW PREVENTION DEVICE AND HOSE BIB IS REQUIRED. HOSE BIB SHALL BE POSTED 36" ABOVE GRADE AND THREADED FOR HOSE ATTACHMENT.
7. ONLY ONE INVERT PER WETWELL.
8. A CLARK SONIC ULTRASONIC FLOW METER, WHEN REQUIRED BY THE FDEP, SHALL BE INSTALLED WITHIN A 3 FT. X 3 FT. (INSIDE) STRUCTURE CONFORMING WITH ASTM C913.
9. LIFT STATIONS INTENDED TO SERVE MORE THAN 500 ERU'S SHALL HAVE PROVISIONS FOR A PERMANENT BACK-UP GENERATOR OR OTHER POWER SOURCE AND A FULLY AUTOMATIC OPERATING TRANSFER SWITCH TO SUPPLY A MINIMUM OF 24 HOURS NORMAL OPERATION IN THE EVENT OF A POWER OUTAGE. ADDITIONAL EASEMENT IS REQUIRED FOR AN EXTERNAL FUEL TANK.
10. ALL STRUCTURE OPENINGS BELOW GRADE SHALL BE SEALED WITH NON-SHRINK STRUCTURAL MORTAR, EMACO® S88 CI OR EQUAL.
11. ENGINEERS SHALL INCLUDE A DETAILED SITE PLAN FOR PROPOSED LIFT STATIONS AT A SCALE OF 1" = 10'. AT A MINIMUM, SITE PLANS SHALL INCLUDE:
11.1. PROFILE OF GRAVITY PIPE.
11.2. COMPLETE LIFT STATION GRADING PLAN.
11.3. LOCATION OF ALL APPURTENANCES.
12. ELECTRICAL SERVICE SHALL BE FURNISHED AND INSTALLED PER UCNSB REQUIREMENTS.
13. ELECTRIC SERVICE METER AND ANTENNA SHALL BE LOCATED TO FIT FIELD CONDITIONS WITH THE UCNSB'S APPROVAL.
14. CONTRACTOR SHALL FURNISH AND INSTALL:
14.1. ONE (1) PUMP CONTROL PANEL WITH THE FOLLOWING EQUIPMENT:
14.1.1 ONE (1) TCU MODULE PROVIDED BY DATA FLOW SYSTEMS (DFS).
14.1.2 CIRCUIT BREAKERS.
14.1.3 DISCONNECT SWITCHES.
14.1.4 OTHER MISCELLANEOUS ELECTRICAL EQUIPMENT AS INDICATED ON THE RISER DIAGRAMS AND ELECTRICAL CONTROL SCHEMATIC.
14.2. MINIMUM: TWO (2) FULL VOLTAGE, NON-REVERSING, MOTOR STARTERS. STARTERS SHALL HAVE SOFT START CAPABILITIES; PUMPS SHALL BE DESIGNED FOR SOFT STARTERS AND SHALL BE THREE-PHASE UNLESS OTHERWISE APPROVED BY THE UCNSB ENGINEERING DEPARTMENT.
15. ALL PIPE IN THE WET WELL AND VALVE VAULT SHALL BE DUCTILE IRON PIPE.

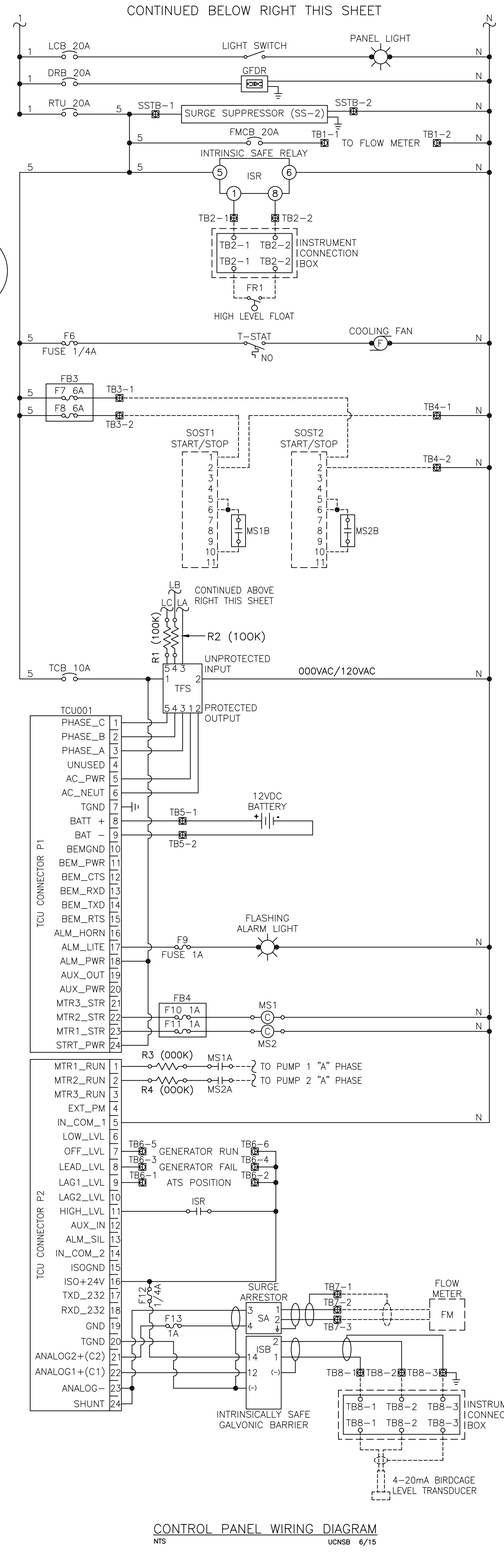
LIFT STATION WET WELLS ARE CLASSIFIED AS A CLASS 1 DIVISION 1 HAZARDOUS LOCATION

SEAL-OFF CONNECTIONS AND CONDUIT CONSTRUCTION FOR ALL CONDUITS PENETRATING INTO THE WET WELL SHALL COMPLY WITH, AND BE INSTALLED PER, NEC ARTICLE 501



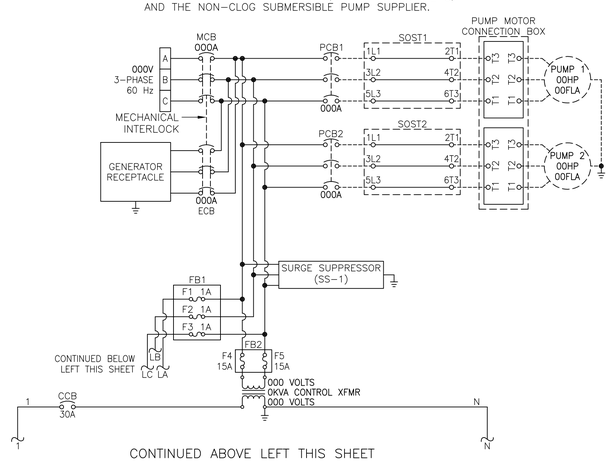
NOTE:
REFER TO PROJECT SPECIFICATION FOR MINIMUM SYSTEM RESISTANCE TO GROUND. IF THIS RESISTANCE CANNOT BE MET WITH SINGLE 10.00' RODS, ADD ADDITIONAL SECTIONS TO RODS OR ADD NEW RODS AS REQUIRED, SPACED AT 6.00' TO 10.00' OC.

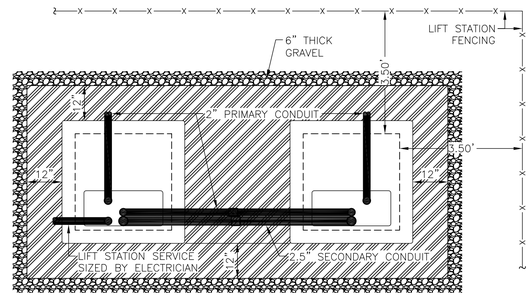
GROUND ROD/GROUND LOOP TEST POINT
NTS UCNSB 6/15



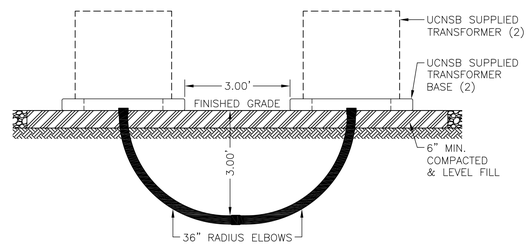
CONTROL PANEL WIRING DIAGRAM
NTS UCNSB 6/15

NOTE: CONTRACTOR SHALL COORDINATE PANEL WIRING AND COMPONENTS WITH THE U.C.N.S.B., DATA FLOW SYSTEMS, AND THE NON-CLOG SUBMERSIBLE PUMP SUPPLIER.





PLAN VIEW



SECTION VIEW

NOTES:
1. TRANSFORMER FOUNDATION TO BE PLACED ON A 6" MINIMUM COMPACTED AND LEVEL LAYER.
2. THE GROUND SHALL BE LEVELED AND THOROUGHLY COMPACTED BEFORE PAD IS INSTALLED.
3. ALL CONDUITS ARE TO BE STUBBED UP IN THE MIDDLE AT THE FORWARD MOST PORTION OF THE ACCESS PORT.
4. ALL SERVICE ELBOWS MUST BE STUBBED OUT PRIOR TO SETTING THE TRANSFORMER.
5. IF THE CUSTOMER PLANS TO RUN A NUMBER OF CONDUCTORS BEYOND THE MAXIMUM ALLOWED, A JUNCTION BOX MAY BE REQUIRED FOR TERMINATION OF CUSTOMER'S CONDUCTORS.
6. FILLED SERVICE CONDUITS SHALL BE TO THE REAR OF THE PAD WITH SPARE SERVICE CONDUITS TO THE FRONT.
7. CONTACT THE UCNSB REPRESENTATIVE FOR DETERMINATION OF NEED FOR TRAFFIC BARRIERS. EXACT ORIENTATION OF THE TRANSFORMER IN THE FIELD MUST BE APPROVED BY THE UCNSB.
8. IN AREAS WHERE TRANSFORMERS ARE TO BE ELEVATED ABOVE FINISHED GRADE, THE UCNSB ENGINEERING DEPARTMENT MUST BE CONTACTED TO COMPLY WITH SPECIAL RULES.
9. EIGHT (8) SERVICES MAXIMUM IN TRANSFORMER.
10. CONDUCTORS TO BE MARKED WITHIN 12" OF CONDUIT WITH PHYSICAL ADDRESS AND COLORED TAPE.

LIFT STATION SINGLE-PHASE PAD MOUNTED TRANSFORMERS SETTING
NTS UCNSB 6/15

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJCITY
3	6-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

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JFINLEY@FINLEYENGINEERS.COM

Jerry K Finley
Digitally signed by Jerry K Finley
Date: 2022.04.05 15:55:49 -04'00'

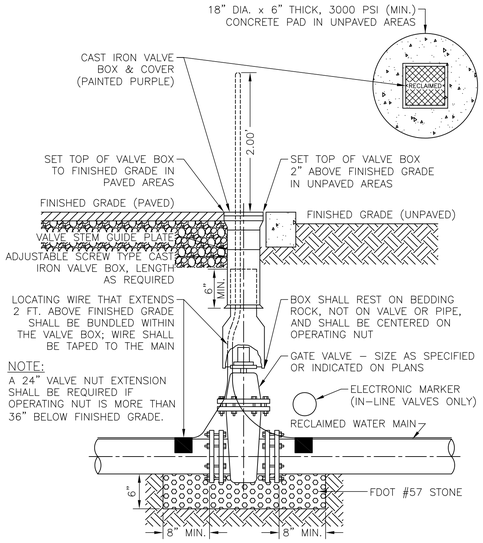
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FLORIDA DAYS
PHASES 4 & 5
FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE
LIFT STATION DETAILS

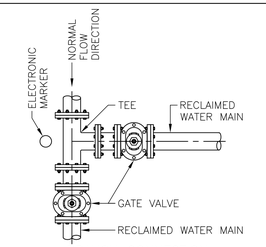
SHEET
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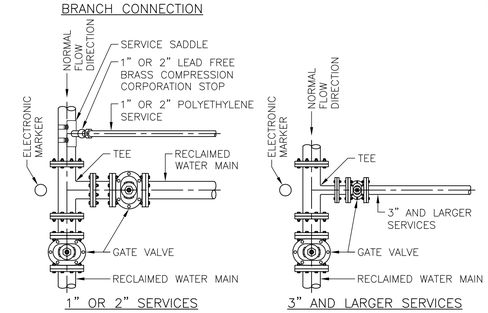


GATE VALVE

NTS UCNSB 6/15

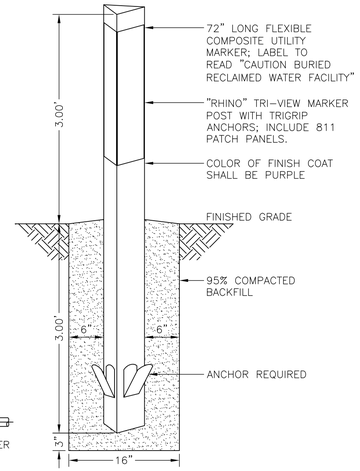


BRANCH CONNECTION



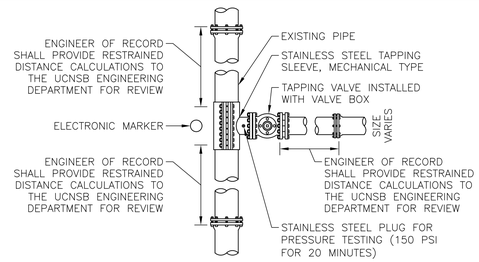
VALVE LAYOUT AT TEES AND SERVICES

NTS UCNSB 6/15

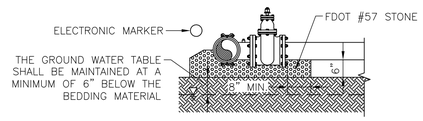


VALVE MARKER

NTS UCNSB 6/15



PLAN VIEW



SECTION VIEW

NOTES:
1. FULL LENGTH TAPPING SLEEVE REQUIRED.
2. STAINLESS STEEL TAPPING SLEEVES ARE REQUIRED FOR ALL TYPES OF PIPE MATERIALS.
3. INSTALLATION REQUIRES RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
4. REVERSE SIDE AND VERTICAL TAPPING REQUIRES UCNSB ENGINEERING DEPARTMENT APPROVAL.

TAPPING SLEEVE AND VALVE

NTS UCNSB 6/15

CITY OF NEW SMYRNA BEACH APPROVAL

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJ/CITY
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

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PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

FINLEY ENGINEERING SOLUTIONS, INC.

Jerry K Finley NO. 57941 STATE OF FLORIDA

Digitally signed by Jerry K Finley
Date: 2022.04.05 15:57:41 -04'00'

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FLORIDA DAYS

PHASES 4 & 5

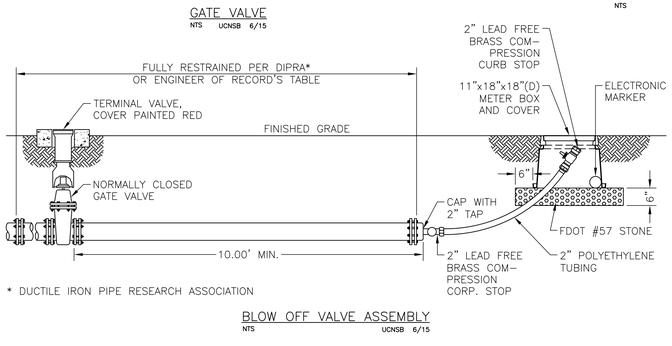
FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE

RECLAIMED WATER DETAILS

SHEET

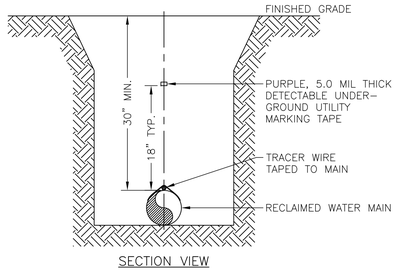
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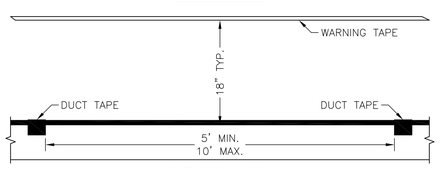
* DUCTILE IRON PIPE RESEARCH ASSOCIATION

BLOW OFF VALVE ASSEMBLY

NTS UCNSB 6/15



SECTION VIEW



ELEVATION VIEW

NOTES:
1. ALL PIPE SHALL REQUIRE #14 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.

PIPE LOCATING WIRE AND TAPE

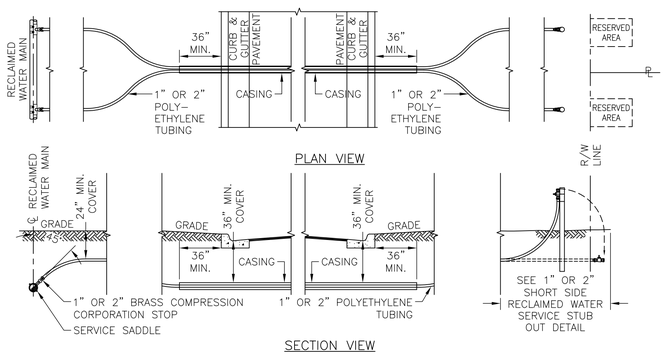
NTS UCNSB 6/15

OTHER PIPE	HORIZONTAL SEPARATION	CROSSING	JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER REGULATED UNDER FAC 62-610 PART III	WATER MAIN 3 FT MINIMUM	WATER MAIN 12 INCHES IS THE MINIMUM EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM WATER MAIN
VACUUM SANITARY SEWER	WATER MAIN 10 FT PREFERRED 3 FT MINIMUM	WATER MAIN 6 INCHES IS THE MINIMUM; 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM WATER MAIN
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER NOT REGULATED UNDER FAC 62-610 PART III	WATER MAIN 10 FT PREFERRED 6 FT MINIMUM	WATER MAIN 12 INCHES IS THE MINIMUM EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 6 FT MINIMUM WATER MAIN

NOTES:
1. LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH FAC RULE 62-555.314.
2. WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
3. IN ADDITION TO FAC RULE 62-555.314, THE UCNSB REQUIRES THAT ALL OTHER UTILITY SEPARATIONS SHALL BE 1 FOOT VERTICALLY ON CROSSINGS AND 3 FEET PARALLEL.

UTILITY SEPARATION

NTS UCNSB 6/15

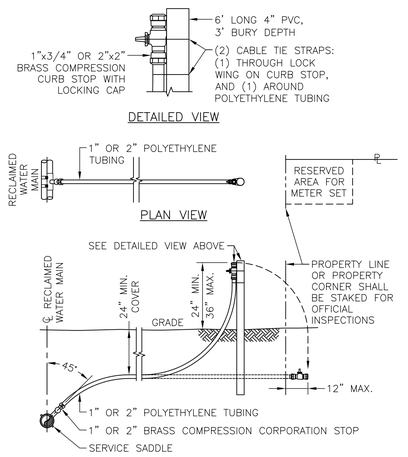


SECTION VIEW

NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL UNDER ROAD SERVICES IN NEW DEVELOPMENTS SHALL BE IN 4" SCHEDULE 40 PVC CASINGS WITH THE EXCEPTION OF DOUBLE 2" SERVICES WHICH REQUIRE A 6" CASING.
3. ALL FITTINGS SHALL BE LEAD FREE BRASS.

1" OR 2" LONG SIDE RECLAIMED WATER SERVICE STUB OUT

NTS UCNSB 6/15

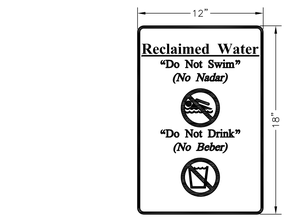


SECTION VIEW

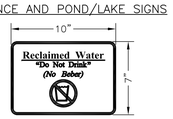
NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL FITTINGS SHALL BE LEAD FREE BRASS.
3. ATTACH RECLAIMED WATER SERVICE TO POST AS SHOWN ABOVE.

1" OR 2" SHORT SIDE RECLAIMED WATER SERVICE STUB OUT

NTS UCNSB 6/15



ENTRANCE AND POND/LAKE SIGNS

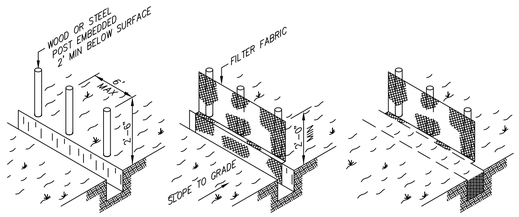


ALL OTHER LOCATIONS (E.G., FOUNTAINS)

NOTES:
1. AREAS IRRIGATED BY RECLAIMED WATER, SUCH AS RESIDENTIAL NEIGHBORHOODS AND GOLF COURSES, SHALL HAVE ADVISORY SIGNS POSTED AT THE ENTRANCES ALERTING THE PUBLIC. ADDITIONAL SIGNS SHALL BE POSTED AT THE FIRST AND TENTH TEES OF GOLF COURSES. SIGNS SHALL INCLUDE THE TEXT "DO NOT DRINK" IN BOTH ENGLISH AND SPANISH TOGETHER WITH THE EQUIVALENT STANDARD INTERNATIONAL SYMBOL.
2. ADVISORY SIGNS SHALL BE POSTED ADJACENT TO LAKES OR PONDS USED TO STORE RECLAIMED WATER AND DECORATIVE WATER FEATURES THAT USE RECLAIMED WATER. SIGNS SHALL INCLUDE THE TEXT "DO NOT DRINK" AND "DO NOT SWIM" IN BOTH ENGLISH AND SPANISH TOGETHER WITH THE EQUIVALENT STANDARD INTERNATIONAL SYMBOLS.
3. ALL SIGNAGE SHALL FOLLOW REQUIREMENTS OF FAC 62-610.468.

RECLAIMED WATER ADVISORY SIGNS

NTS UCNSB 6/15



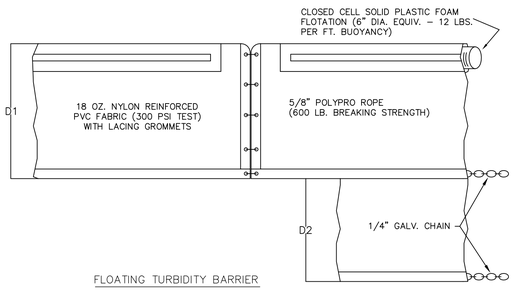
SET POST AND EXCAVATE A TRENCH | ATTACH FILTER FABRIC TO POST ALLOWING 1 FT EXTENSION INTO THE TRENCH AS SHOWN | BACKFILL AND COMPACT EXCAVATED SOIL

SILT FENCE DETAIL
F.D.O.T. INDEX NO. 102

NOTES:

1. MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION.
2. CONTRACTOR SHALL PROVIDE SILT FENCES AND HAY BALES AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONST.
3. CONTRACTOR SHALL ROUGH GRADE STORM-WATER SWALES AND RETENTION AREAS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF PORT ORANGE AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FDOT, AND THE SJRWMD.

SILT FENCE TURBIDITY BARRIER



FLOATING TURBIDITY BARRIER
F.D.O.T. INDEX NO. 103

D1 - 5 FT. STD. SINGLE PANEL FOR DEPTHS 5 FT. OR LESS

D2 - 5 FT. STD. ADDITIONAL PANEL FOR DEPTHS GREATER THAN 5 FT.

CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FT. TWO PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FT.

POLLUTION PREVENTION REQUIREMENTS

Owner shall file a "Notice of Intent to Use Generic Permit For Stormwater Discharge From Large and Small Construction Activities" with the Florida Department of Environmental Protection for this project. Contractor shall be required to comply with all provisions of the Generic Permit including but not limited to:

- Provide such erosion and sediment control measures as may be necessary to prevent discharge of pollutants from the site from the start of construction until the final ground cover has been established.
- Employ a DEP certified inspector to make weekly inspections / reports of the condition of erosion and sediment control measures.
- Employ a DEP certified inspector to make inspections / reports of the condition of erosion and sediment control measures within 24 hours of every rainfall event exceeding one-half inch.
- Maintain all erosion and sediment control measures throughout construction.
- Add erosion and sediment control measures as site conditions change.

The Contractor shall sign the Certification provided on this Pollution Prevention Plan, and is required to read and initial the Generic Permit Conditions provided. These documents shall become a part of the Construction Contract.

FLORIDA NPDES
GENERIC PERMIT FOR STORMWATER DISCHARGE

ID # FLR _____

DATE OF CONTRACT _____

I certify, under penalty of law, that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit For Stormwater Discharge from Large and Small Construction Activities and the attached Stormwater Pollution Prevention Plan.

Signed: _____

Name and Title: _____

Company Name: _____

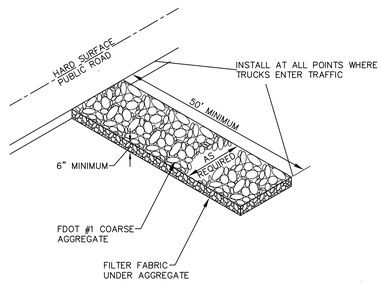
Company Address: _____

Company Phone Numbers: _____

CONTRACTOR REQUIREMENTS FOR EROSION CONTROL

THE FOLLOWING MEASURES, AND THOSE REPRESENTED ON THIS POLLUTION PREVENTION PLAN REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. ADDITIONAL MEASURES MAY BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

1. NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING. BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER-STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
2. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, HAY BALES, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES.
4. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS.
5. WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE, IN LIEU OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.
6. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN THIRTY DAYS.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE. WITHIN TWENTY DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD, AS REQUIRED.



GRAVEL CONSTRUCTION ENTRANCE
N.T.S.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

DEFINITION

A STONE STABILIZED PAD LOCATED AT POINTS OF VEHICULAR INGRESS AND EGRESS ON A CONSTRUCTION SITE.

PURPOSE

TO REDUCE THE AMOUNT OF SEDIMENT TRANSPORTED ONTO PUBLIC ROADS BY MOTOR VEHICLES OR RUNOFF.

CONDITIONS WHERE PRACTICE APPLIES

WHEREVER TRAFFIC WILL BE LEAVING A CONSTRUCTION SITE AND MOVES DIRECTLY ONTO A PUBLIC ROAD OR OTHER PAVED AREA.

PLANNING CONSIDERATIONS

CONSTRUCTION ENTRANCES PROVIDE AN AREA WHERE MUD CAN BE REMOVED FROM CONSTRUCTION VEHICLE TIRES BEFORE THE ENTER A PUBLIC ROAD. IF THE ACTION OF THE VEHICLE TRAVELING OVER THE GRAVEL PAD IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF THE MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLE ENTERS A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF-SITE. CONSTRUCTION ENTRANCES SHOULD BE USED IN CONJUNCTION WITH THE STABILIZATION OF CONSTRUCTION ROADS TO REDUCE THE AMOUNT OF MUD PICKED UP BY CONSTRUCTION VEHICLES.

DESIGN CRITERIA

AGGREGATE SIZE

FDOT AGGREGATE NO. 1 (1.5 - 3.5 INCH STONE) SHOULD BE USED.

ENTRANCE DIMENSIONS

AGGREGATE LAYER MUST BE AT LEAST 6 INCHES THICK. IT MUST EXTEND THE FULL WIDTH OF THE VEHICULAR INGRESS AND EGRESS AREA. THE LENGTH OF THE ENTRANCE MUST BE AT LEAST 50 FEET. (SEE DETAIL).

GENERAL PROJECT DATA

THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES, TO VERIFY THE EXACT LOCATION OF EXISTING FACILITIES AND TO COORDINATE ARRANGEMENTS FOR ANY NEEDED RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ANY UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE CLOSELY COORDINATED WITH THE ENGINEER AND THE RESPECTIVE UTILITY COMPANY FOR RELOCATION OR PROPER INSTRUCTION. DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION WILL BE ALLOWED.

SOILS INVESTIGATIONS FOR THE SITE WERE PROVIDED BY UNIVERSAL ENGINEERING SCIENCES, THE CONTRACTOR IS TO OBTAIN A COPY OF THAT SOILS REPORT FOR REVIEW PRIOR TO CONSTRUCTION; AND THE CONSTRUCTION IS TO CONFORM TO THE RECOMMENDATIONS IN THAT REPORT.

ALL UTILITIES SHALL BE LOCATED UNDERGROUND.

CONTRACTOR IS REQUIRED TO ATTEND A MANDATORY PRE-CONSTRUCTION MEETING WITH CITY STAFF PRIOR TO ANY DISTURBANCE OF THE SUBJECT PROPERTY.

PERMITS AVAILABLE TO CONTRACTOR:

SJRWMD PERMIT TO CONSTRUCT A SURFACE WATER MANAGEMENT SYSTEM
FDEP PERMIT TO CONSTRUCT A WATER DISTRIBUTION SYSTEM
FDEP PERMIT TO CONSTRUCT A SEWAGE COLLECTION/TRANSMISSION SYSTEM
CITY OF PALM COAST DEVELOPMENT PERMIT

AS-BUILTS

AS-BUILTS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER & CITY OF PALM COAST TWO WEEKS PRIOR TO FINAL INSPECTION. ALL AS-BUILT DATA SHALL BE PROVIDED BY A FLORIDA LICENSED SURVEYOR, SIGNED, SEALED AND DATED BY THE RESPONSIBLE PARTY. AN ELECTRONIC COPY OF OF THE AS-BUILT INFORMATION SHALL ALSO BE PROVIDED IN THE LATEST VERSION OF AUTODESK'S AUTOCAD FORMAT ELECTRONIC FILES. SEE INDIVIDUAL SECTIONS (PAVEMENT, WATER SYSTEM, ETC.) FOR ADDITIONAL AS-BUILT REQUIREMENTS.

PERMITS AND PERMIT REQUIREMENTS

THE CONTRACTOR SHALL OBTAIN FROM THE ENGINEER COPIES OF ALL REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS. THE CONTRACTOR SHALL BE EXPECTED TO REVIEW AND ABIDE BY ALL THE REQUIREMENTS AND LIMITATIONS SET FORTH IN THE PERMITS.

LAYOUT AND CONTROL

UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE SITE DIMENSION PLAN FOR LAYOUT. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.

QUALITY CONTROL TESTING REQUIREMENTS

TESTING SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER BY A LICENSED INDEPENDENT TESTING LABORATORY HIRED BY THE CONTRACTOR. TESTING REQUIREMENTS ARE TO BE IN ACCORDANCE WITH THE OWNER/OPERATOR'S SPECIFICATIONS AND REQUIREMENTS. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS. CITY OF PALM COAST SHALL RECEIVE COPIES OF ALL SITE PLAN TESTING RESULTS.

SHOP DRAWINGS

SHOP DRAWINGS AND CERTIFICATIONS FOR ALL STORM DRAINAGE, WATER SYSTEM, AND SEWER SYSTEM MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL SUBMIT (6) COPIES OF SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.

DISTURBED AREAS

ALL DISTURBED LOT AREAS AND COMMON AREAS SHALL BE SEEDED AND MULCHED WITHIN 15 DAYS OF FINAL GRADING. ALL AREAS SUBJECT TO EROSION, AND ALL RIGHTS-OF-WAY AREAS ALONG POINT PLEASANT DRIVE AND PONCE DELEON DRIVE TO BE SODDED WITH BAHIA SOD.

STORMWATER MANAGEMENT SYSTEM

MATERIAL SPECIFICATIONS

REINFORCED CONCRETE PIPE (RCP) SHALL BE CLASS III WITH RUBBER GASKET JOINTS. RCP SHALL CONFORM TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (1991) SECTION 941. RUBBER GASKETS SHALL CONFORM TO SECTION 942.

ALL MATERIALS AND CONSTRUCTION METHODS ARE TO BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (1991), SECTION 400 (CONCRETE STRUCTURES) AND THE APPLICABLE FDOT INDEX NUMBER DETAIL AS SHOWN IN FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

ALL OTHER RELATED ITEMS REQUIRED FOR THE CONSTRUCTION OF THE STORM SYSTEM (OUTFALL PROTECTION, POLLUTION CONTROL, ETC.) ARE TO BE IN ACCORDANCE WITH DETAILS SHOWN ON THE CONSTRUCTION PLANS, FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS AND FDOT STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION (1991).

OUTFALL PROTECTION

ALL OUTFALLS SHALL BE CONSTRUCTED SO AS TO NOT CREATE EROSION PROBLEMS. ALL OUTFALLS SHALL BE STABILIZED OR EROSION CONTROL MEASURES INSTALLED PRIOR TO USE OF THE STORM SYSTEM. THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.

AS-BUILTS

THE CONTRACTOR SHALL PROVIDE THE OWNER, ENGINEER & CITY OF PALM COAST STORM DRAINAGE AS-BUILTS. AS-BUILTS SHALL CONTAIN, AT THE MINIMUM, BUT NOT LIMITED TO, STRUCTURE TOP ELEVATIONS, FLOW ELEVATIONS, PIPE LENGTH, AND RETENTION POND DIMENSIONS.

EARTHWORK

THE CONTRACTOR SHALL PERFORM HIS OWN INVESTIGATIONS AND CALCULATIONS AS NECESSARY TO ASSURE HIMSELF OF EARTHWORK QUANTITIES. THERE IS NO IMPLICATION THAT EARTHWORK BALANCES, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY IMPORT FILL NEEDED.

EROSION CONTROL

EROSION AND SILTATION CONTROL MEASURES ARE TO BE PROVIDED AND INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THESE MEASURES ARE TO BE INSPECTED BY THE CONTRACTOR ON A REGULAR BASIS AND ARE TO BE MAINTAINED OR REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED. REFER TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT FOR ADDITIONAL REQUIREMENTS FOR EROSION CONTROL AND SURFACE DRAINAGE.

LIMITS OF DISTURBANCE

THE LIMITS OF DISTURBANCE WILL BE DEFINED TO THE CONTRACTOR IN THE PRE-CONSTRUCTION MEETING. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES WITHIN THESE LIMITS. AT NO TIME SHALL THE CONTRACTOR DISTURB SURROUNDING PROPERTIES OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS IN SURROUNDING PROPERTIES SHALL BE REPAIRED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.

TREE REMOVAL

NO TREES SHOWN ON THE CONSTRUCTION PLANS AS BEING SAVED SHALL BE REMOVED WITHOUT PERMISSION FROM THE OWNER AND THE CITY OF PALM COAST.

CLEARING AND GRUBBING

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING AND GRUBBING FOR SITE CONSTRUCTION INCLUDING CLEARING FOR PAVING, UTILITIES, DRAINAGE FACILITIES AND BUILDING CONSTRUCTION. SEE PLANS FOR LIMITS OF CLEARING AND GRUBBING.

MATERIAL STORAGE / DEBRIS REMOVAL

ALL MATERIALS EXCAVATED SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED AT ON-SITE LOCATIONS AS SPECIFIED BY THE OWNER, AND AS APPROVED BY THE CITY OF PALM COAST. MATERIALS SHALL BE STOCKPILED SEPARATELY AS TO USABLE (NONORGANIC) FILL, STOCKPILES AND ORGANIC (MUCK) STOCKPILES IF MUCK IS ENCOUNTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL UNSUITABLE FILL MATERIALS FROM THE SITE.

FILL MATERIAL

ALL FILL MATERIALS SHALL CONTAIN NO MUCK, STUMPS, ROOTS, BRUSH, VEGETATIVE MATTER, RUBBISH OR OTHER MATERIAL THAT WILL NOT COMPACT INTO A SUITABLE AND ENDURING BACKFILL.

COMPACTION

FILL MATERIALS PLACED UNDER PAVEMENT SHALL BE COMPACTED TO AT LEAST 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. ALL OTHER FILL AREAS ARE TO BE COMPACTED TO AT LEAST 95% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. FILL MATERIALS SHALL BE PLACED AND COMPACTED IN A MAXIMUM OF 12" LIFTS. REFER TO SOILS REPORT FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND OWNER WITH ALL (PASSING AND FAILING) TESTING RESULTS. RESULTS SHALL BE PROVIDED ON A TIMELY AND REGULAR BASIS PRIOR TO CONTRACTOR'S PAY REQUEST SUBMITTAL. THE CITY OF PALM COAST SHALL RECEIVE COPIES OF ALL TESTING RESULTS.

SURFACE DRAINAGE

THE CONTRACTOR SHALL BE EXPECTED, AT THE END OF EACH DAY, TO HAVE THE SITE GRADED IN SUCH A WAY AS TO NOT CAUSE ANY ADVERSE IMPACT FROM RUNOFF OR SILTATION TO ANY ADJACENT PROPERTIES. SILTATION BARRIERS SHALL BE MAINTAINED AND REPAIRED IF REQUIRED AT THE END OF EACH WORKING DAY.

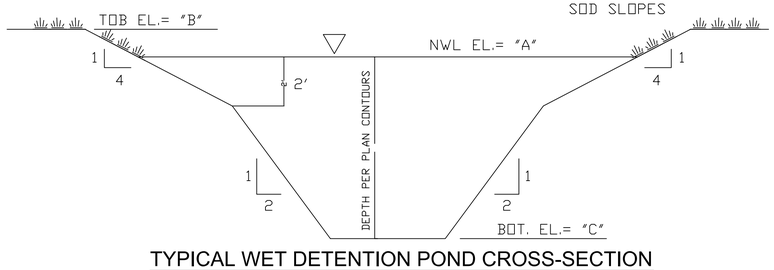
GRADING SHOWN ON THESE PLANS ARE PROVIDED TO THE CONTRACTOR TO EXPRESS THE GENERAL GRADING INTENT OF THE PROJECT. THE CONTRACTOR SHALL BE EXPECTED TO GRADE THE ENTIRE SITE TO PROVIDE POSITIVE DRAINAGE IN ALL AREAS THROUGHOUT THE SITE. SMOOTH TRANSITIONS SHALL BE PROVIDED BETWEEN CONTOURS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS TO ACCOMPLISH THE GRADING INTENT. ALL SLOPES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING HAS BEEN COMPLETED. CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER PRIOR TO DEMOBILIZATION OF GRADING EQUIPMENT TO DETERMINE THAT THE GRADING INTENT HAS BEEN ACHIEVED.

NUMBER	A WEIR ELEV	X WEIR LENGTH
G>H WEIR	6.94	20.0 ft

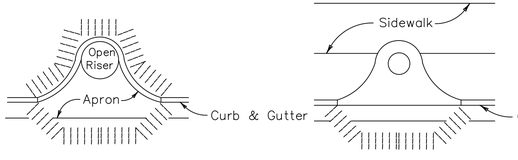


OVERFLOW WEIR DETAIL

NUMBER	A NORMAL WATER LEVEL	B TOP OF BANK	C BOTTOM ELEV
G	5.5	7.5	(-) 5.5
C	3.5	8.0	(-) 6.5
F	5.0	7.5	(-) 5.0



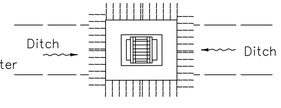
TYPICAL WET DETENTION POND CROSS-SECTION
NOT TO SCALE



PARTIAL INLET

COMPLETED INLET

Anchor Bales With 2 - 2" x 2" x 4' Stakes Per Bale.



DITCH BOTTOM INLET

STAKES OF OTHER MATERIAL OR SHAPE PROVIDING EQUIVALENT SHAPE MAY BE USED IF APPROVED BY THE ENGINEER. STAKES OTHER THAN WOOD SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.

ADJACENT BALES SHALL BE BUTTED FIRMLY TOGETHER. UNAVOIDABLE GAPS SHALL BE PLUGGED WITH JUTE TO PREVENT SILT FROM PASSING.

CITY OF NEW SMYRNA BEACH APPROVAL

PAVEMENT

GENERAL DESIGN INTENT

ALL PAVING SURFACES SHALL BE GRADED TO DRAIN POSITIVELY IN THE DIRECTION SHOWN BY THE FLOW ARROWS ON THE PLANS AND TO PROVIDE A SMOOTHLY TRANSITIONED DRIVING SURFACE FOR VEHICLES WITH NO SHARP BREAKS IN GRADE, AND NO UNUSUALLY STEEP OR REVERSE CROSS SLOPES. APPROACHES TO INTERSECTIONS AND ENTRANCE AND EXIT GRADES TO INTERSECTIONS WILL HAVE TO BE STAKED IN THE FIELD AT DIFFERENT GRADES THAN THE CENTERLINE GRADES SHOWN ON THE PLANS. IN THESE AREAS, IT MAY ALSO BECOME ADVISABLE TO MAKE MINOR LOCAL FIELD ADJUSTMENTS IN THE CENTERLINE GRADES TO ACCOMPLISH THE PURPOSES OUTLINED. IN ADDITION, THE STANDARD CROWN WILL HAVE TO BE CHANGED IN ORDER TO DRAIN POSITIVELY IN THE AREA OF INTERSECTIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH THE ABOVE AND THE ENGINEER SHALL BE CONSULTED SO THAT HE MAY MAKE ANY AND ALL REQUIRED INTERPRETATIONS OF THE PLANS OR GIVE SUPPLEMENTARY INSTRUCTIONS TO ACCOMPLISH THE INTENT OF THE PLANS.

MATERIAL/CONSTRUCTION SPECIFICATIONS

MATERIALS AND CONSTRUCTION METHODS FOR THE ROADWAY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPT. OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 1991, OR LATEST EDITION. SEE CONSTRUCTION PLANS FOR MATERIALS AND PAVEMENT SECTIONS.

PAVEMENT MARKINGS / SIGNAGE

PAVEMENT MARKINGS AND SIGNAGE SHALL BE PROVIDED AS SHOWN ON THE CONSTRUCTION PLANS AND SHALL MEET THE REQUIREMENTS OF THE CITY OF PALM COAST. STREET SIGNS AT ALL PUBLIC ROAD INTERSECTIONS SHALL BE 9" STREET BLANKS W/ 6" LETTERING ON HI INTENSITY SHEETING. SIGNAGE SHALL BE IN CONFORMANCE WITH MUTCD (LATEST EDITION). A 14 DAY PAVEMENT CURING TIME WILL BE PROVIDED PRIOR TO APPLICATION OF THE PAVEMENT MARKINGS.

R/W RESTORATION

ALL AREAS WITHIN THE RIGHT-OF-WAY SHALL BE FINISH GRADED WITH A SMOOTH TRANSITION INTO EXISTING GROUND. ALL NON-PAVED AREAS WITHIN THE R/W THAT ARE ADJACENT TO COMMON AREAS SHALL BE COMPLETELY SODDED FOLLOWING FINAL GRADING. NON-PAVED AREAS WITHIN THE R/W SHALL BE STABILIZED WITH SOD. ALL DRAINAGE SWALES AND RETENTION/DETENTION POND AND LAKE SLOPES SHALL BE STABILIZED WITH SOD IMMEDIATELY AFTER FINAL GRADING. UNLESS OTHERWISE NOTED, OTHER DISTURBED AREAS SHALL BE STABILIZED WITH SEED AND MULCH AFTER FINAL GRADING AND PRIOR TO FINAL INSPECTION. ALL GRASSING (SEED OR SOD) SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL FINAL ACCEPTANCE BY THE OWNER/OPERATOR.

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJCITY
2	8-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

3959 SOUTH NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

FINLEY ENGINEERING SOLUTIONS, INC.

Jerry K. Finley — Digitally signed by Jerry K Finley — Date: 2022.04.05 15:59:31 -04'00'

WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E. LICENSED PROFESSIONAL ENGINEER, LICENSE # 29909 ON THE DATE INDICATED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

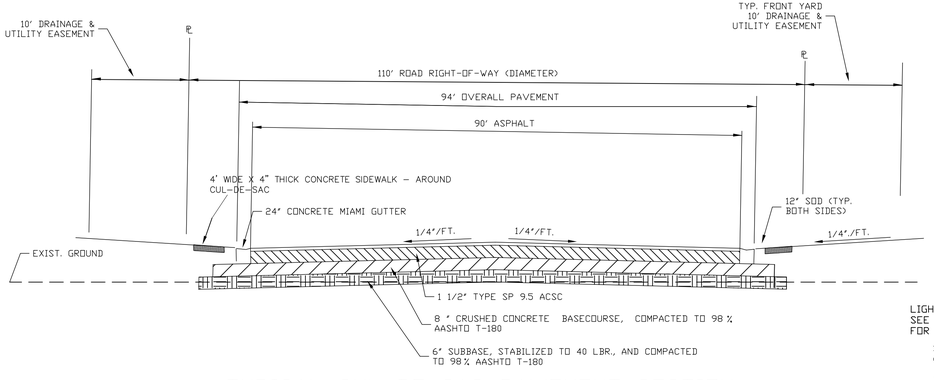
FLORIDA DAYS

PHASES 4 & 5
FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE
DETAILS

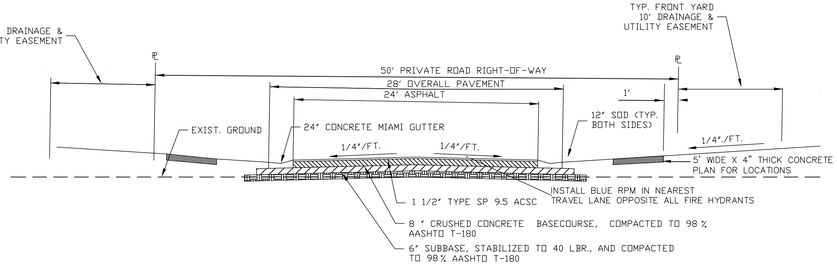
SHEET
20

505



TYPICAL CUL-DE-SAC PAVEMENT SECTION

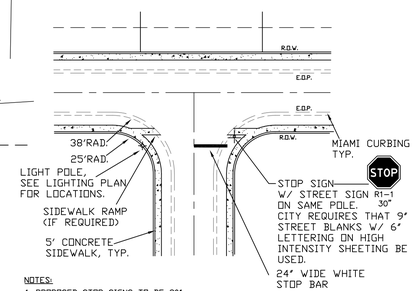
NOT TO SCALE



TYPICAL PAVEMENT SECTION

50' R.O.W.

NOT TO SCALE

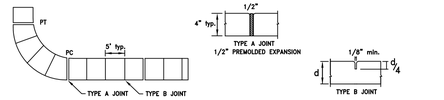


NOTES:

1. PROPOSED STOP SIGNS TO BE 30".
2. PROPOSED STOP BARS AND SPECIAL EMPHASIS CROSSWALK STRIPING TO BE THERMOPLASTIC.

TYPICAL ROADWAY INTERSECTION DETAIL

NOT TO SCALE

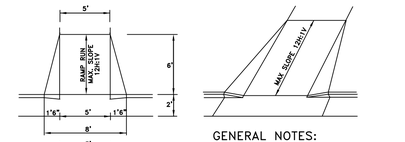


SIDEWALK CONSTRUCTION

1. Sidewalks, bikepaths, ramps, and driveway aprons shall be constucted of plain portland cement concrete with a maximum slump of 3 inches, a minimum developed compressive strength of 2500 p.s.i. in 28 days, and a minimum uniform thickness of 4 inches where intended solely for pedestrian traffic, and 6 inches thick where motor vehicles are likely to cross.
2. Sidewalks and bikepaths shall be placed parallel to, and one foot within the right-of-way line except that the City may approve deviations to save specimen trees provided that the pavement remains within the right-of-way, is not diminished in width, and remains at least 4 feet from the edge of the street pavement, unless otherwise approved by the City.
3. The top of the concrete shall be at an elevation no lower than the crown of the adjacent roadway, and no higher than 6 inches above the crown unless approved by the City to make a more natural transition with the adjacent land. Cross slope shall be 1/4" per foot.
4. Isolation joints (TYPE A Joints) shall be provided between existing slabs or structures and fresh concrete, to separate pedestrian sections from sections which will encounter vehicle traffic, to separate fresh placement from concrete which has set for more than 60 minutes, and no farther apart than 100 feet in sidewalks and bikepaths. Joint material shall be as specified in FDOT Standards and Specifications and shall be rubber, plastic or other approved non-biodegradable elastomeric material. Wood is prohibited.
5. Control joints (TYPE B Joints) shall be tooled into the fresh concrete to a depth equal to 1/4 the slab thickness and spaced apart a distance equal to the width of the slab or 5 feet whichever is greatest.
6. The slab surface shall be broom finished to be slip resistant, and shall match as closely as possible the finish of existing adjacent slabs and all edges shall be tooled to eliminate sharp corners.
7. The bearing subsurface shall have all organic, loose, and deleterious matter removed, and the remaining clean soil shall be smooth, sound, and solid. Any fill material shall be compacted with a vibratory or impact compaction machine in maximum 12 inch lifts or compacted with a hand tamper in maximum 4 inch lifts. The City shall require a compaction test for each lift if the total filled section is more than 12 inches deep or if the subsurface has been disturbed more than 12 inches deep. Where such test is required, the results shall show a minimum Proctor field density of 95 percent.
8. All concrete work in the right-of-way shall be inspected by the City after the subsoil is prepared and the forms are set, but before the concrete placement begins.
9. The contractor shall be responsible for protecting the finished slab from all damage and vandalism until the City accepts or approves the slab, after which time the owner of the abutting land shall be responsible for the slab in accordance with the City Code. Any slab section damaged or vandalized prior to acceptance or approval shall be cut out between joints and replaced. Repairs are not acceptable.
10. Sidewalks located within the right-of-way shall not be tinted, stained, colored, or coated.
11. All forms shall be removed prior to acceptance or approval and the disturbed ground shall be backfilled, regraded, and sodded so that the wear surface of the concrete is reasonably flush with the adjacent grade.

CONCRETE SIDEWALK DETAIL

NOT TO SCALE



GENERAL NOTES:

1. RAMPS SHALL HAVE A TACTILE SURFACE, TEXTURED TO A DEPTH NOT EXCEEDING 1/8".
2. RAMPS ARE TO BE CONSTRUCTED AT ALL ROADWAY INTERSECTIONS.

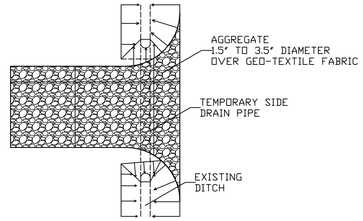
TYPICAL SIDEWALK RAMP DETAIL

NOT TO SCALE

CITY OF NEW SMYRNA BEACH APPROVAL

NOTES:

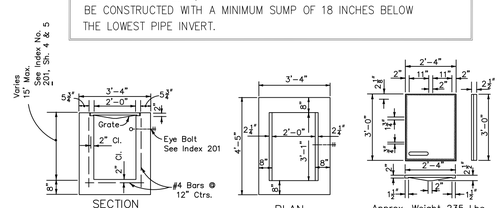
1. A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL BE CONSTRUCTED AT LOCATIONS DESIGNATED BY THE ENGINEER FOR POINTS OF EGRESS FROM UNSTABILIZED AREAS OF THE PROJECT TO PUBLIC ROADS WHERE OFFSITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UNSTABILIZED AREAS OF THE CONSTRUCTION PROJECT SHALL BE DIRECTED THRU A STPD. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE STPD.
2. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ITS USE.
3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STPD AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER.
4. AGGREGATE SHALL BE AS DESCRIBED IN SECTION 901 EXCLUDING 901-2-3. AGGREGATE SHALL BE FDOT SIZE #1. IF THIS SIZE IS NOT AVAILABLE, THE NEXT AVAILABLE SMALLER SIZE AGGREGATE MAY BE SUBSTITUTED WITH THE APPROVAL OF THE ENGINEER. SIZES CONTAINING EXCESSIVE SMALL AGGREGATE WILL TRACK OFF THE PROJECT AND ARE UNSUITABLE.
5. MITERED END SECTIONS ARE NOT REQUIRED WHEN THE SIDEDRAIN PIPE SATISFIES THE CLEAR ZONE REQUIREMENTS.
6. THE STPD SHALL BE MAINTAINED IN A CONDITION THAT WILL ALLOW IT TO PERFORM ITS FUNCTION. TO PREVENT OFFSITE TRACKING, THE STPD SHALL BE RINSED (DAILY WHEN IN USE) TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL STABILIZATION OF THE VEHICULAR ROUTE LEADING TO THE STPD MAY BE REQUIRED TO LIMIT THE MUD TRACKED.
7. A STPD SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR SOIL TRACKING PREVENTION DEVICE, EA. THE UNIT PRICE SHALL CONSTITUTE FULL COMPENSATION FOR CONSTRUCTION, MAINTENANCE, REPLACEMENT OF MATERIALS, REMOVAL, AND RESTORATION OF THE AREA UTILIZED FOR THE STPD, INCLUDING BUT NOT LIMITED TO EXCAVATION, GRADING, TEMPORARY PIPE (INCLUDING MES WHEN REQUIRED), FILTER FABRIC, AGGREGATE, PAVED TURNOUT (INCLUDING ASPHALT AND BASE CONSTRUCTION), DITCH STABILIZATION, APPROACH ROUTE STABILIZATION, SEDIMENT REMOVAL AND DISPOSAL, WATER, RINSING AND CLEANING OF THE STPD AND CLEANING OF PUBLIC ROADS, GRASSING AND SOD. HAY BALES SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR HAY OR STRAW BALES, EA. SILT FENCE SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE, LF.



SOIL TRACKING PREVENTION DETAIL

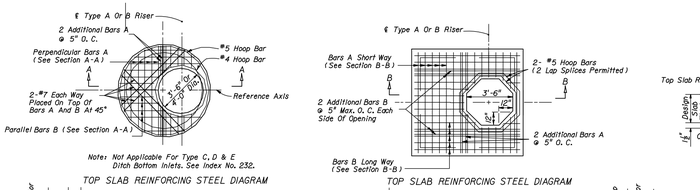
NOT TO SCALE

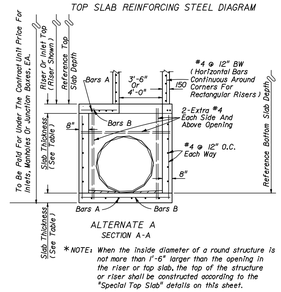
DRAINAGE STRUCTURE NOTE:
ALL DRAINAGE INLETS, MANHOLES AND JUNCTION BOXES SHALL BE CONSTRUCTED WITH A MINIMUM SUMP OF 18 INCHES BELOW THE LOWEST PIPE INVERT.

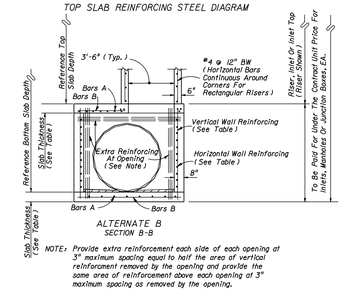


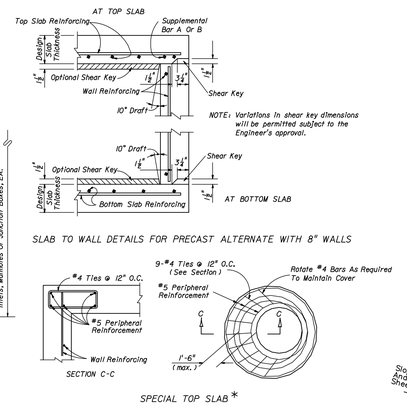
TYPE "C" INLET

NOT TO SCALE









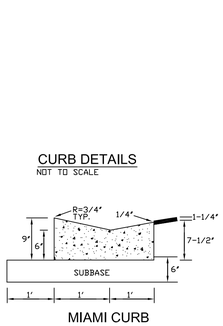
GENERAL NOTES

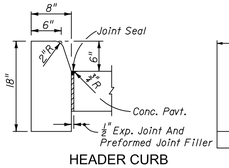
6. Structure bottoms may be used in conjunction with curb inlet tops Types 1, 2, 3, 4, 5, 6, 9, and 10, and any manhole or junction box unless otherwise shown in the plans or other standard drawings. Alt. B structure bottoms may be used in conjunction with curb Inlet Types 7 & 8, or any ditch bottom inlet unless otherwise shown in the plans or other standard drawings.
7. Rectangular structures may be rotated as directed by the Engineer in order to facilitate connections between the structure walls and storm sewer pipes.
8. Except when ACI hooks are specifically required, reinforcement top and slab shall be straight embedment.
9. All steel bars shall have 1½" minimum cover unless otherwise shown except for precast circular units manufactured under ASTM C76 or ASTM C478. Horizontal steel in rectangular structures shall be lapped a minimum of 24 bar diameters at corners.
10. The corner fillets shown are necessary for rectangular structures used with circular risers and inlet throats and used on skew with rectangular risers. Inlet and Inlet throats. Fillets will be required in lieu of the bottom slab of the Alt. B riser when used with the Alt. A box. Each fillet shall be reinforced with 2-#5 bars.
11. Inlet throats, riser or manhole tops shall be secured to structures as shown on Index No. 201.
12. Structures with depths over 14' are to be checked for floatation by designer of project drainage.
13. Units larger than specified standard may be substituted at the contractor's option when these units will not cause or increase the severity of utility conflicts. Such larger units shall be furnished at no additional cost to the Department. Larger Alternate A units cannot replace Alternate B units without approval of the Engineer. This note applies to this index only.
14. For manhole and junction box tops, for frames and covers, and, for supplementary details see Index No. 201.

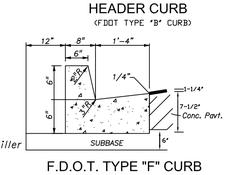
(FDOT DESIGN STANDARDS, INDEX 200, LATEST EDITION)

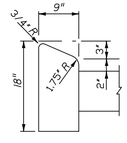
FDOT TYPE "P" STRUCTURE BOTTOMS DETAILS

NOT TO SCALE







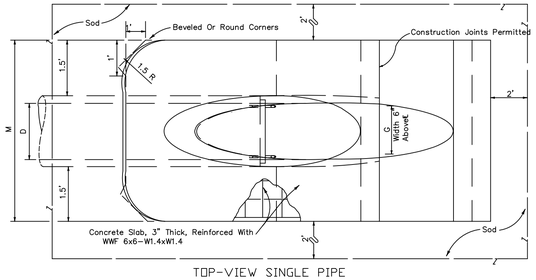


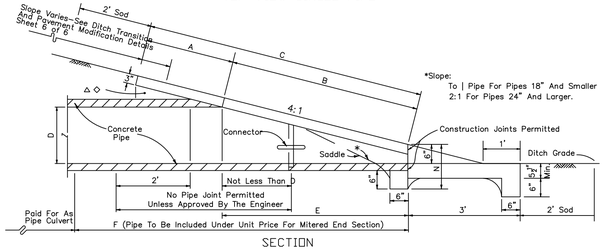
NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3000 P.S.I. CONCRETE.
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98 % DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST AND SHALL BE STABILIZED TO A MINIMUM L.B.R. 40.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. IN NO INSTANCE SHALL EXTRUDED CURBS (DEFINED AS HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT) BE PERMITTED.
7. ALL ASPHALT AND/OR PAVER DRIVEWAY APRONS LOCATED IN PUBLIC RIGHTS-OF-WAY, SHALL INCLUDE CURBING.

DIMENSIONS & QUANTITIES									
D	X	A	B	C	E	F	G	M Single Pipe	N
15"	2'-7"	2.27'	4.09'	6.36'	4.03'	8'	1.22'	4.63'	1.19'
18"	2'-10"	2.36'	5.12'	7.48'	5.03'	9'	1.41'	4.92'	1.21'
24"	3'-5"	2.53'	7.18'△	9.71'	7.03'△	11'	1.73'	5.50'	1.25'
30"	4'-3"	2.70'	9.25'	11.95'	9.03'	13'	2.00'	6.08'	1.29'
36"	5'-1"	2.87'	11.33◇	14.18'	11.03◇	15'	2.24'	6.67'	1.33'
42"	6'-0"	3.05'	13.37'	16.42'	13.03'	17'	2.45'	7.25'	1.38'
48"	6'-9"	3.22'	15.43'	18.65'	15.03'	19'	2.65'	7.83'	1.42'
54"	7'-6"	3.39'	17.49'	20.88'	17.03'	21'	2.83'	8.42'	1.46'
60"	8'-6"	3.56'	19.55'	23.11'	19.03'	23'	3.00'	9.00'	1.50'

△ 6.42' △ 6.25' Dimensions permitted to allow use of 8' standard pipe lengths.
◇ 10.40' ◇ 10.10' Dimensions permitted to allow use of 12' standard pipe lengths.
△ ◇ Concrete slab shall be deepened to form bridge across crown of pipe. See section below.





(FDOT DESIGN STANDARDS, INDEX 273, LATEST EDITION)

MITERED END SECTION DETAIL

NOT TO SCALE

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJCITY
2	6-08-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING SOLUTIONS, INC.
3959 SOUTH NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

Jerry K Finley, P.E. Digitally signed by Jerry K Finley Date: 2022.04.05 16:01:28 -04'00'

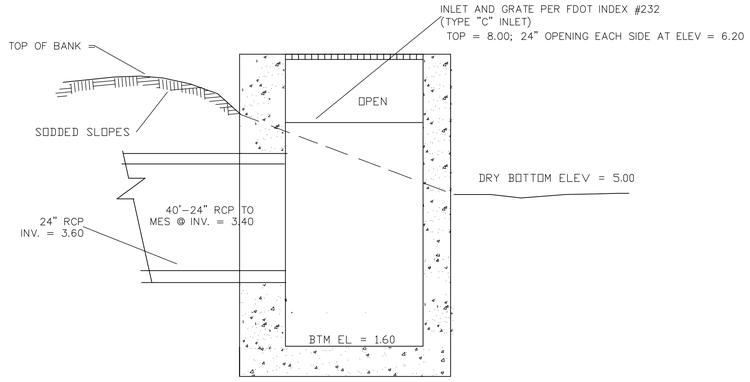
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FLORIDA DAYS
PHASES 4 & 5
FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE
DETAILS

SHEET
21

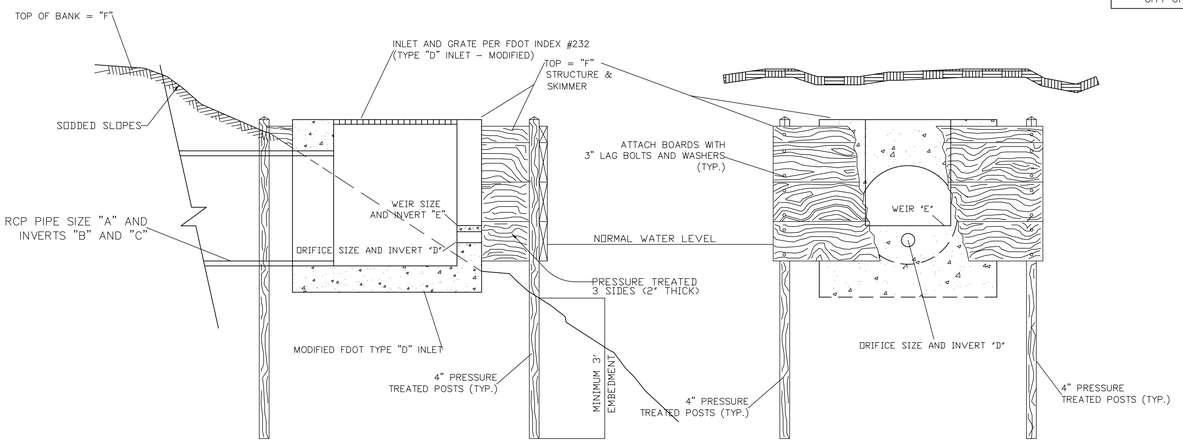
506



DRAINAGE CONTROL STRUCTURE A>C

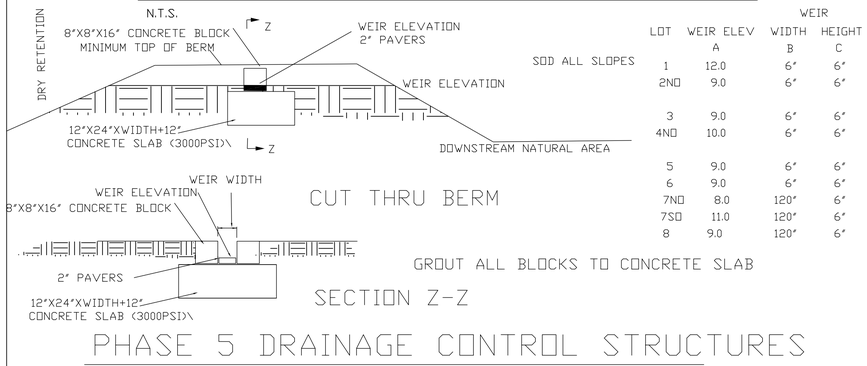
DCS NO.	A OUTFALL PIPE SIZE & LENGTH	B UPSTREAM INVERT	C DOWNSTREAM INVERT	D ORIFICE/ INVERT	E WEIR/ INVERT	F TOP ELEV
C>CANAL	60' - 24" RCP	2.00	1.80	2.75"DIAM @ INV=3.50	3" @ 5.14 TO TOP= 8.00	
F>E	25' - 24" RCP	5.00	5.00	2.75"DIAM @ INV=5.00	24" @ 5.87 TO TOP=8.00	
H>CANAL	30' - 24" RCP	2.50	2.00	NONE	36" @ 5.33 TO TOP=8.00	

CITY OF NEW SMYRNA BEACH APPROVAL



SECTION FRONT VIEW

DRAINAGE CONTROL STRUCTURE TYPE A



CUT THRU BERM

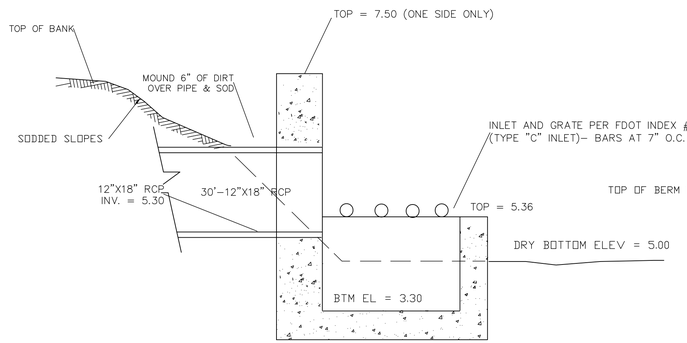
LOT	WEIR ELEV A	WEIR WIDTH B	WEIR HEIGHT C
SOD ALL SLOPES			
1	12.0	6"	6"
2NO	9.0	6"	6"
3	9.0	6"	6"
4NO	10.0	6"	6"
5	9.0	6"	6"
6	9.0	6"	6"
7NO	8.0	120"	6"
7SO	11.0	120"	6"
8	9.0	120"	6"

GROUT ALL BLOCKS TO CONCRETE SLAB

SECTION Z-Z

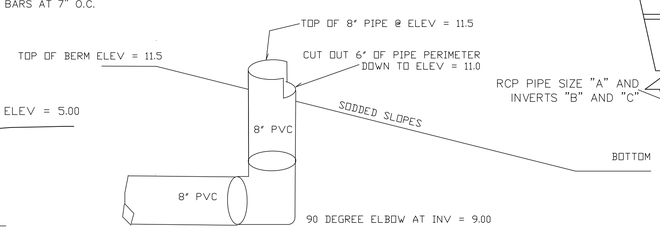
PHASE 5 DRAINAGE CONTROL STRUCTURES

N.T.S.



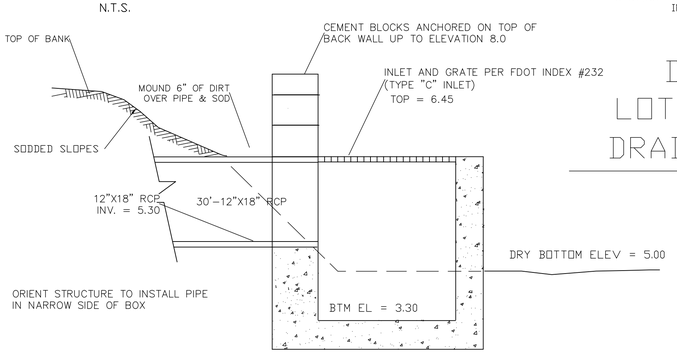
DRAINAGE CONTROL STRUCTURE D>F

N.T.S.



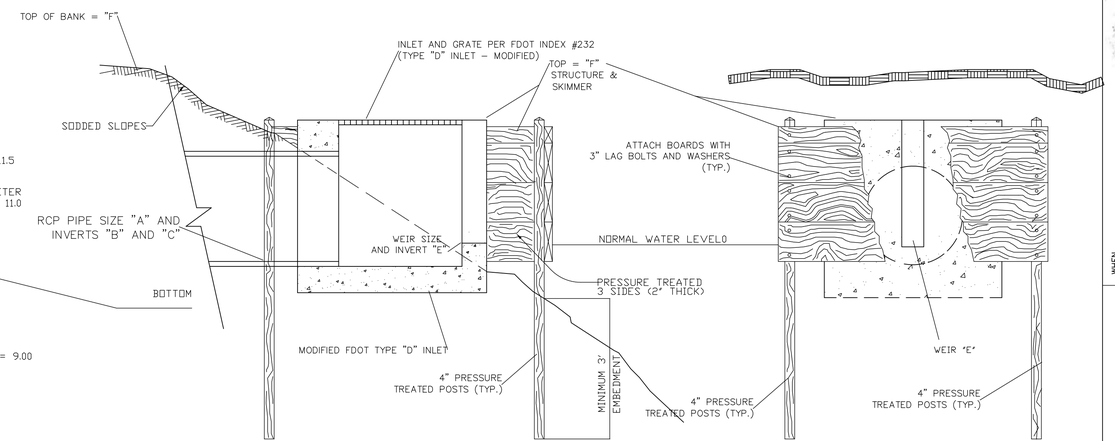
CONTINUE 8" PVC TO POND 2NORTH OR 4 NORTH
INVERT AT THESE PONDS TO BE = 8.0

DCS2-S AND DCS4-S
LOT 2 SOUTH/LOT 4SOUTH
DRAINAGE CONTROL STRUCTURES



DRAINAGE CONTROL STRUCTURE B>A

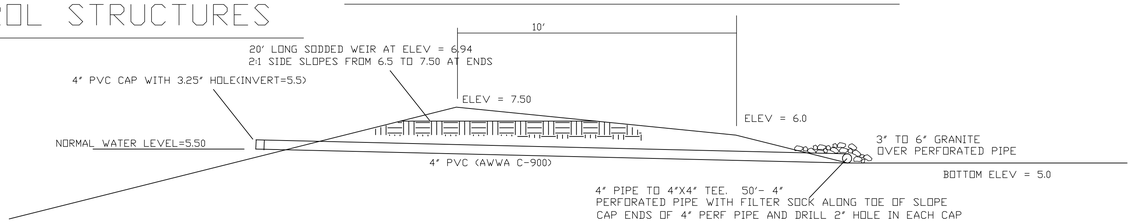
N.T.S.



SECTION FRONT VIEW

DRAINAGE CONTROL STRUCTURE TYPE B

DCS NO.	A OUTFALL PIPE SIZE & LENGTH	B UPSTREAM INVERT	C DOWNSTREAM INVERT	D ORIFICE/ INVERT	E WEIR/ INVERT	F TOP ELEV
E>CANAL	30' - 24" RCP	2.00	1.80	NONE	3" @ 5.75	8.00



DRAINAGE CONTROL STRUCTURE G>H

NO.	DATE	DESCRIPTION
2	8-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	11-02-21	RESUBMIT-SJRWMD
5	11-05-21	RESUBMIT-SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
5	3-23-22	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING SOLUTIONS, INC.
3959 SOUTH NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

Jerry K Finley — NO. 25959 — Digitally signed by Jerry K Finley Date: 2022.04.05 16:03:33 -04'00'

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FLORIDA DAYS

PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE

DETAILS

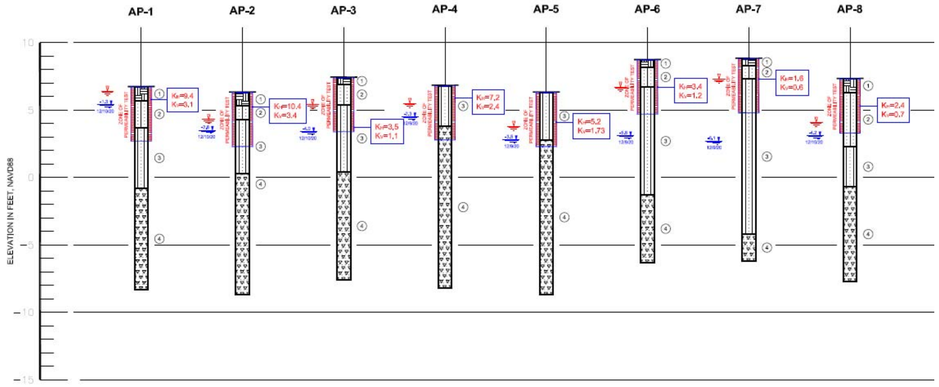
SHEET

22

507

SOIL PROFILES

VERTICAL SCALE: 1" = 5'

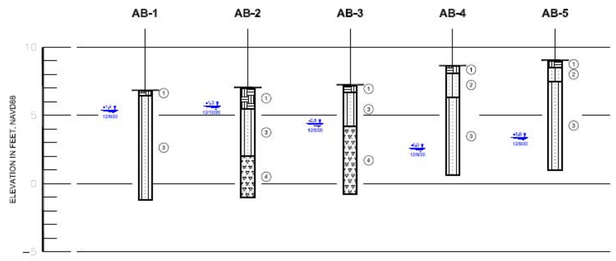


SOIL & SYMBOL LEGEND

- (1) DARK GRAY-BROWN TO GRAY BROWN SLIGHTLY SILTY TO SILTY FINE SAND, WITH TRACE ROOTS (TOPSOIL), (SP-SM), (SM)
- (2) GRAY TO LIGHT GRAY SLIGHTLY SILTY FINE SAND, (SP-SM)
- (3) BROWN TO LIGHT BROWN SLIGHTLY SILTY TO SILTY FINE SAND, SOME WITH TRACE SLIGHTLY CLAYEY FINE SAND, (SP-SM), (SM), (SP-SC)
- (4) GRAY TO LIGHT GRAY-BROWN FINE SAND WITH SHELL, (SP)
- (SP) UNIFIED SOIL CLASSIFICATION GROUP SYMBOL AS DETERMINED BY VISUAL EXAMINATION
- GROUNDWATER LEVEL, REFERENCED IN FEET TO EXISTING GROUND SURFACE, DATE OF READING
- ESTIMATED AVERAGE SEASONAL HIGH GROUNDWATER LEVEL
- K_H MEASURED COEFFICIENT OF HORIZONTAL PERMEABILITY (IN FEET PER DAY)
- K_V ESTIMATED COEFFICIENT OF VERTICAL PERMEABILITY (IN FEET PER DAY)
- APPROXIMATE LOCATION OF AUGER BORING WITH FIELD PERMEABILITY TEST
- APPROXIMATE LOCATION OF AUGER BORING

SOIL PROFILES

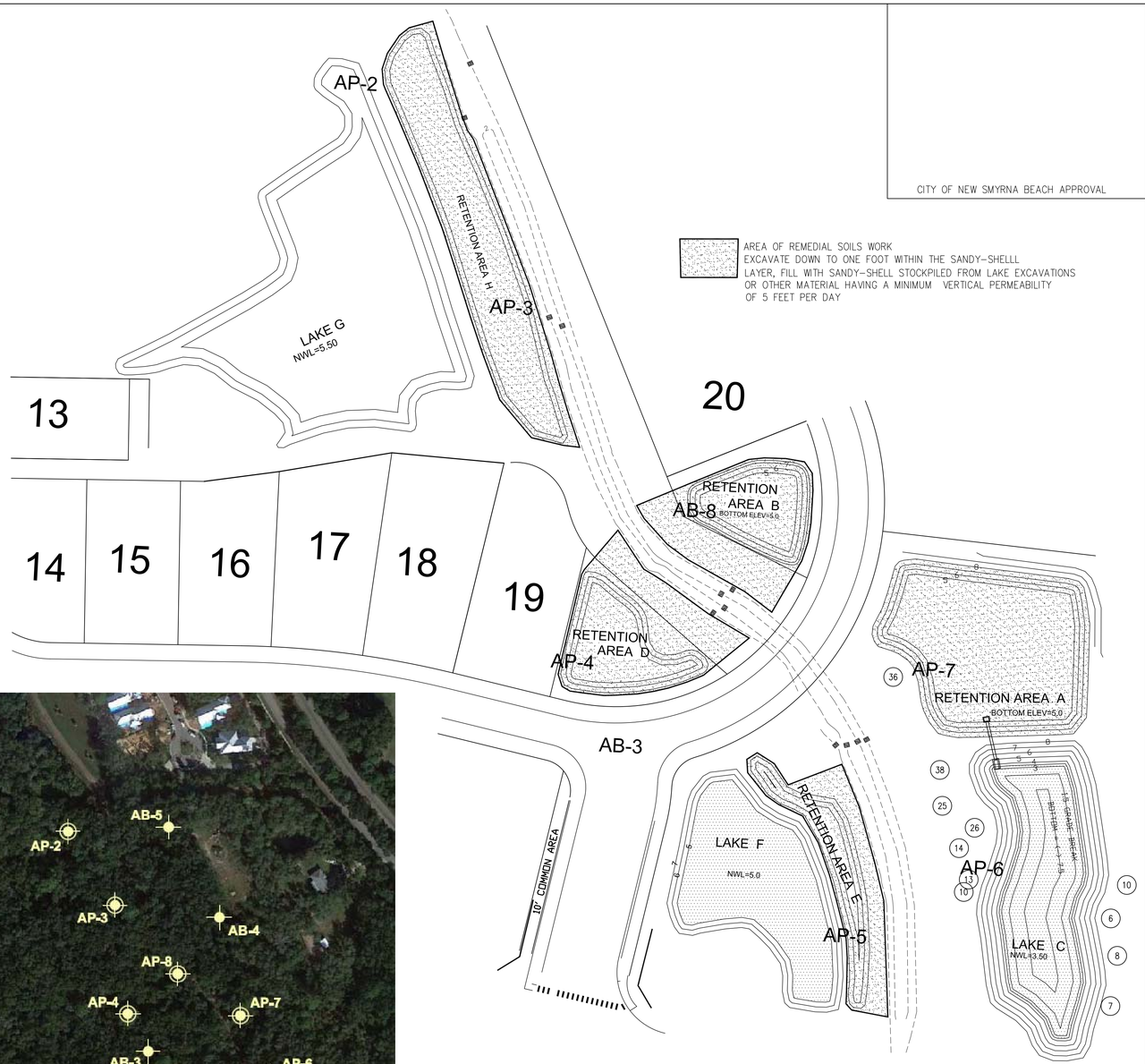
VERTICAL SCALE: 1" = 5'



SOIL & SYMBOL LEGEND

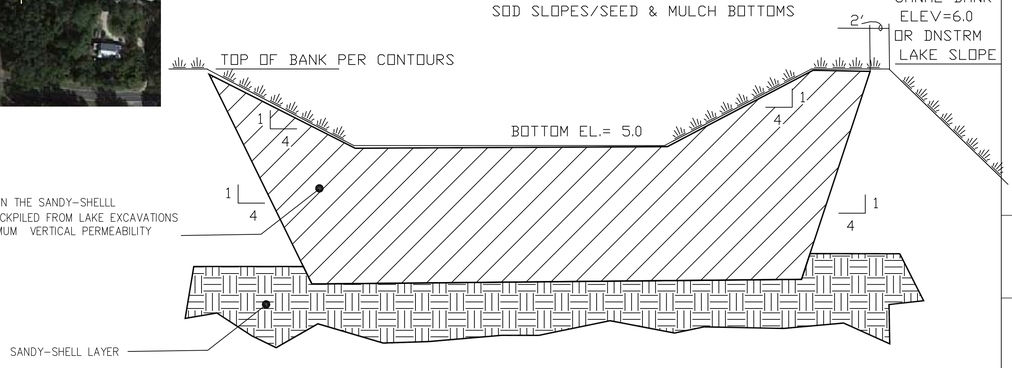
- (1) DARK GRAY-BROWN TO GRAY BROWN SLIGHTLY SILTY TO SILTY FINE SAND, WITH TRACE ROOTS (TOPSOIL), (SP-SM), (SM)
- (2) GRAY TO LIGHT GRAY SLIGHTLY SILTY FINE SAND, (SP-SM)
- (3) BROWN TO LIGHT BROWN SLIGHTLY SILTY TO SILTY FINE SAND, SOME WITH TRACE SLIGHTLY CLAYEY FINE SAND, (SP-SM), (SM), (SP-SC)
- (4) GRAY TO LIGHT GRAY-BROWN FINE SAND WITH SHELL, (SP)
- (SP) UNIFIED SOIL CLASSIFICATION GROUP SYMBOL AS DETERMINED BY VISUAL EXAMINATION
- GROUNDWATER LEVEL, REFERENCED IN FEET TO EXISTING GROUND SURFACE, DATE OF READING
- ESTIMATED AVERAGE SEASONAL HIGH GROUNDWATER LEVEL
- K_H MEASURED COEFFICIENT OF HORIZONTAL PERMEABILITY (IN FEET PER DAY)
- K_V ESTIMATED COEFFICIENT OF VERTICAL PERMEABILITY (IN FEET PER DAY)
- APPROXIMATE LOCATION OF AUGER BORING WITH FIELD PERMEABILITY TEST
- APPROXIMATE LOCATION OF AUGER BORING





AREA OF REMEDIAL SOILS WORK
EXCAVATE DOWN TO ONE FOOT WITHIN THE SANDY-SHELLL LAYER, FILL WITH SANDY-SHELL STOCKPILED FROM LAKE EXCAVATIONS OR OTHER MATERIAL HAVING A MINIMUM VERTICAL PERMEABILITY OF 5 FEET PER DAY

CITY OF NEW SMYRNA BEACH APPROVAL



TYPICAL DRY BOTTOM RETENTION POND CROSS-SECTION
NOT TO SCALE

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJCITY
2	6-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
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FINLEY ENGINEERING SOLUTIONS, INC.

Jerry K Finley — Digitally signed by Jerry K Finley, Date: 2022.04.05 16:05:40 -04'00'

WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE NO. 49359 ON THE DATE INDICATED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

FLORIDA DAYS

PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE

DETAILS

SHEET

23

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.

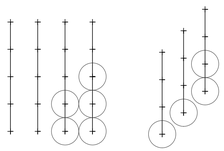
TREES MUST BE A MINIMUM SIZE OF NINE-FEET (9') TALL AND 2 1/2" CALIPER AT SIX INCHES (6") ABOVE GROUND LEVEL.

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

ALL SABAL PALMS MUST HAVE A MINIMUM CALIPER OF THIRTEEN-INCHES (13").

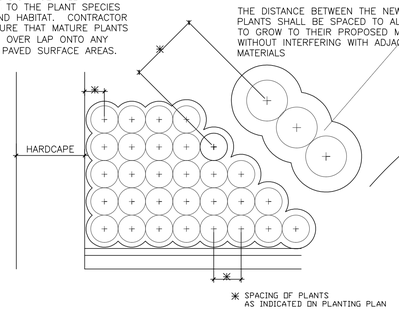
SHRUBS SHALL HAVE A MINIMUM HEIGHT INCHES AS SHOWN UPON PLANTING INSTALLATION.



NOTE: IN MOST CASES, TRIANGULAR SPACING IS PREFERRED. USE SQUARE SPACING ONLY IN SMALL RECTILINEAR AREAS.

CENTERLINE DISTANCE WILL VARY ACCORDING TO THE PLANT SPECIES GROWTH AND HABITAT. CONTRACTOR IS TO ENSURE THAT MATURE PLANTS WILL NOT OVER LAP ONTO ANY HARDCAPE PAVED SURFACE AREAS.

THE DISTANCE BETWEEN THE NEWLY PLANTED PLANTS SHALL BE SPACED TO ALLOW THE PLANTS TO GROW TO THEIR PROPOSED MATURE SIZE WITHOUT INTERFERING WITH ADJACENT PLANT MATERIALS



TYPICAL CONTAINER SPACING
NOT TO SCALE

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 EXISITNG SOILS.

CURVLINEAR 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.

BAHIA 'ARGENTINE' 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 BAHIA 'ARGENTINE' 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.

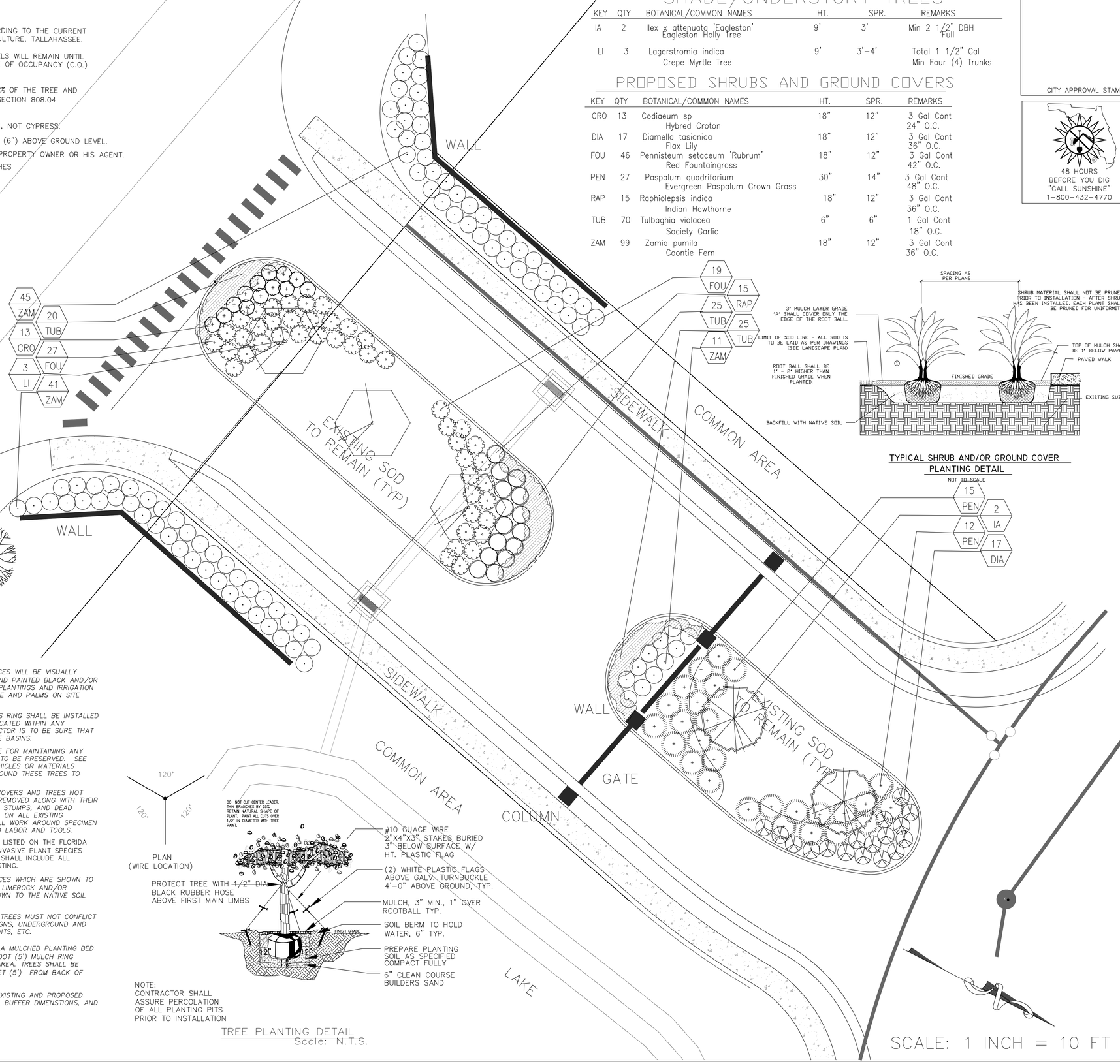
ALL EVASIVE EXOTIC PLANTS, AS LISTED ON THE FLORIDA EXOTIC PEST PLANT COUNCIL'S INVASIVE PLANT SPECIES LIST, SHALL BE REMOVED. THIS SHALL INCLUDE ALL BRAZILIAN PEPPER WHICH IS EXISTING.

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.



TREE PLANTING DETAIL
Scale: N.T.S.

SHADE/UNDERSTORY TREES

KEY	QTY	BOTANICAL/COMMON NAMES	HT.	SPR.	REMARKS
IA	2	Ilex x attenuata 'Eagleston' Eagleston Holly Tree	9'	3'	Min 2 1/2" DBH Full
LI	3	Lagerstromia indica Crepe Myrtle Tree	9'	3'-4'	Total 1 1/2" Cal Min Four (4) Trunks

PROPOSED SHRUBS AND GROUND COVERS

KEY	QTY	BOTANICAL/COMMON NAMES	HT.	SPR.	REMARKS
CRO	13	Codiaeum sp Hybred Croton	18"	12"	3 Gal Cont 24" O.C.
DIA	17	Diamella tasianica Flax Lily	18"	12"	3 Gal Cont 36" O.C.
FOU	46	Pennisteum setaceum 'Rubrum' Red Fountaingrass	18"	12"	3 Gal Cont 42" O.C.
PEN	27	Paspalum quadrifarium Evergreen Paspalum Crown Grass	30"	14"	3 Gal Cont 48" O.C.
RAP	15	Raphiolepsis indica Indian Hawthorne	18"	12"	3 Gal Cont 36" O.C.
TUB	70	Tulbaghia violacea Society Garlic	6"	6"	1 Gal Cont 18" O.C.
ZAM	99	Zamia pumila Coontie Fern	18"	12"	3 Gal Cont 36" O.C.

TYPICAL SHRUB AND/OR GROUND COVER PLANTING DETAIL
NOT TO SCALE

SCALE: 1 INCH = 10 FT

CITY APPROVAL STAMP

48 HOURS BEFORE YOU DIG "CALL SUNSHINE" 1-800-432-4770

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO CITY / SJRWMD

3-23-22 rev
FINAL PLAT/
CONST PLANS

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECT * LAND PLANNERS CONSULTANTS
1685 Promenade Circle Port Orange, Florida 32129
PHONE: (386)788-3788 LAND (386) 290-6411 CELL
SternDesignGroup@att.net

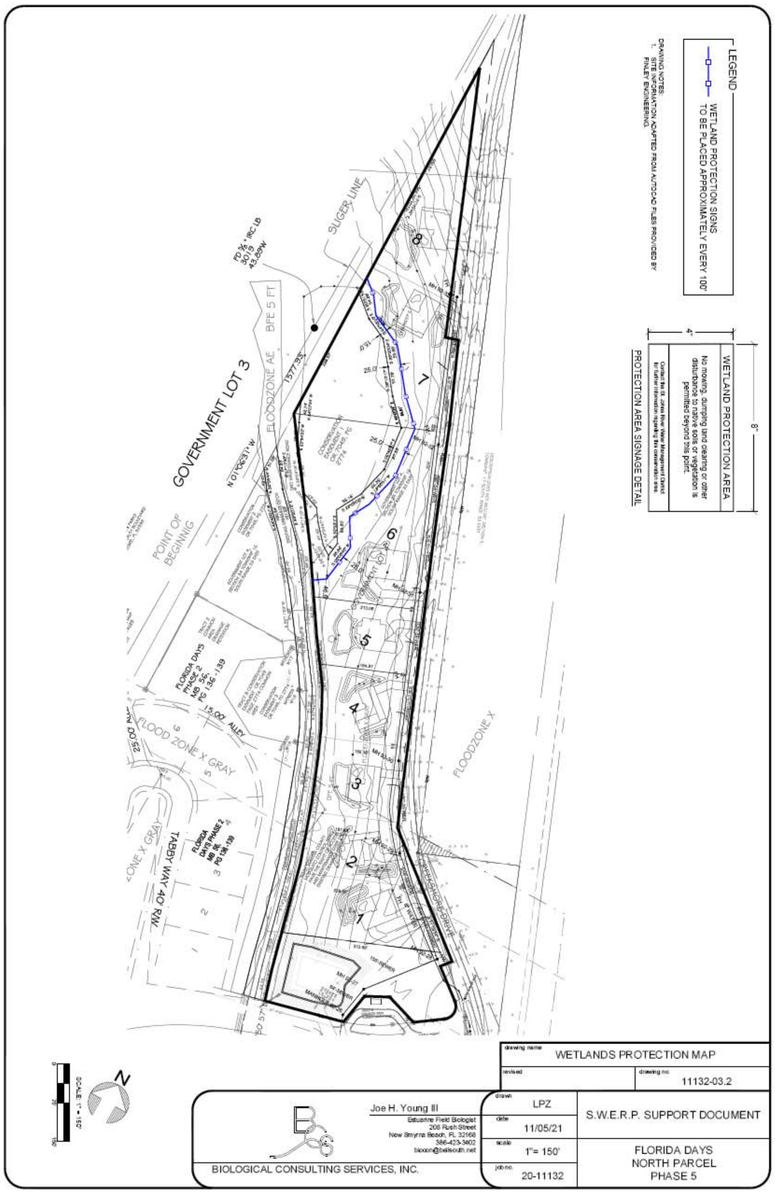
FLORIDA DAYS PHASE 4
TURNBULL BAY - ENTRANCE ROAD
NEW SMYRNA BEACH, FLORIDA

PROJECT NUMBER
FEG# 1222

FL REG#0001460
REGISTERED LANDSCAPE ARCHITECT JAN STERN LA 0001460 STATE OF FLORIDA
NOT VALID WITHOUT ELECTRONIC SEAL

SHEET TITLE
ENTRANCE LANDSCAPE PLAN

SHEET
XXXXXXXXXX
XXXXXXXXXX
SHT 24





CITY OF NEW SMYRNA BEACH APPROVAL

SHEET 25

SHEET TITLE: BUFFER SIGNAGE PLAN

FLORIDA DAYS

PHASES 4 & 5

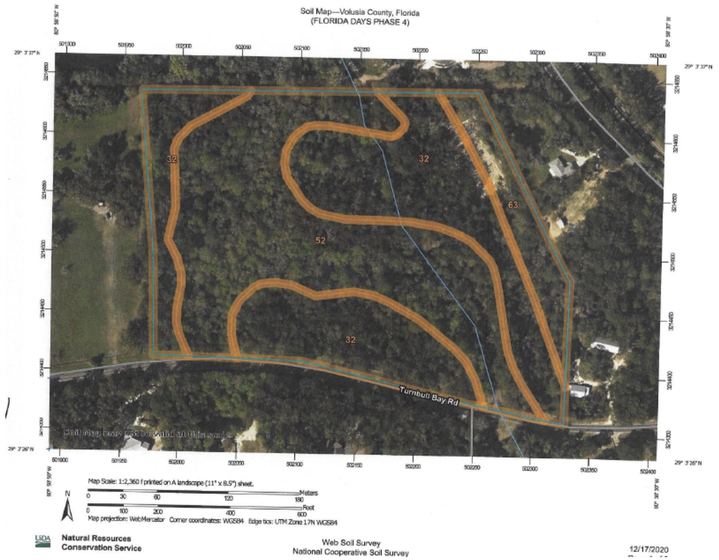
FINAL PLAT & CONSTRUCTION PLANS

WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE # 29909 ON THE DATE INDICATED. USING A DIGITAL SIGNATURE PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

Jerry K. Finley, P.E. Digitally signed by Jerry K. Finley, P.E. Date: 2022.04.05 16:08:03 -04'00'

FINLEY ENGINEERING SOLUTIONS, INC.
3959 SOUTH NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

NO.	DATE	DESRIPTION
1	1-15-21	SUBMIT TO SJ/CITY
2	6-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

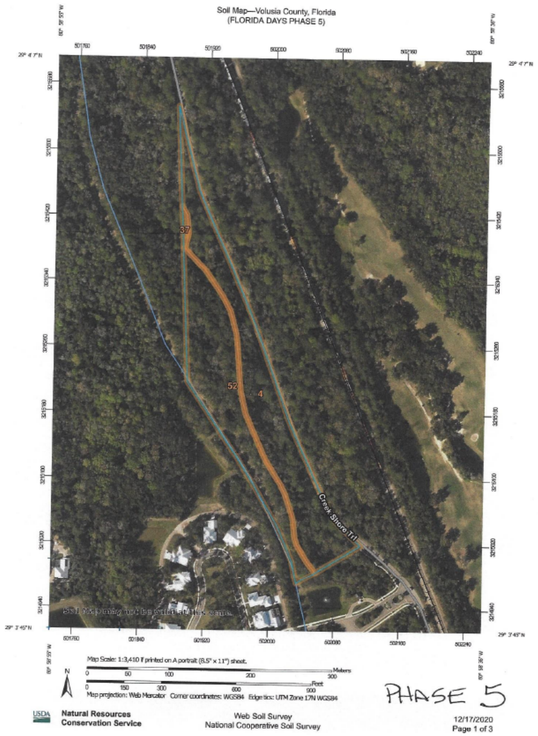


Soil Map—Volusia County, Florida

FLORIDA DAYS PHASE 4

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
32	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	9.4	46.9%
52	Pompano fine sand	9.0	44.8%
63	Tavares fine sand, 0 to 5 percent slopes	1.7	8.3%
Totals for Area of Interest		20.0	100.0%



Soil Map—Volusia County, Florida

FLORIDA DAYS PHASE 5

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Astatula fine sand, 0 to 8 percent slopes	5.0	55.7%
37	Orsino fine sand, 0 to 5 percent slopes	0.1	0.7%
52	Pompano fine sand	3.9	43.6%
Totals for Area of Interest		8.9	100.0%

5.0 POTENTIAL ENDANGERED AND THREATENED SPECIES DISTRIBUTION

The vegetative composition in Phase 4 (South area) of the site mainly consists of a Live oak community (#1123), upland mixed woodland (#1220), mixed hardwood-coniferous (#1400), and mixed wetland hardwoods (#2233), and ditching (#4220). The vegetative composition in Phase 5 (North area) of the site mainly consists of a Live oak community (#1123), upland mixed woodland (#1220), mixed wetland hardwoods (#2233), and a stormwater treatment area (#3250).Major emphasis was given to the protected species that might inhabit these vegetative cover types.

A list of species with the potential for occurrence on-site and which are afforded protection by the Florida Fish and Wildlife Conservation Commission (FFWCC) and the U.S. Fish and Wildlife Service (USFWS) was compiled prior to the protected species survey, based on a literature review of geographic range and preferred habitat. The protected species distribution chart contains the designated status of protected wildlife species with the potential for occurrence on this project.

5.1 VOLUSIA COUNTY PROTECTED SPECIES DISTRIBUTION CHART

The following protected species could potentially utilize the site:

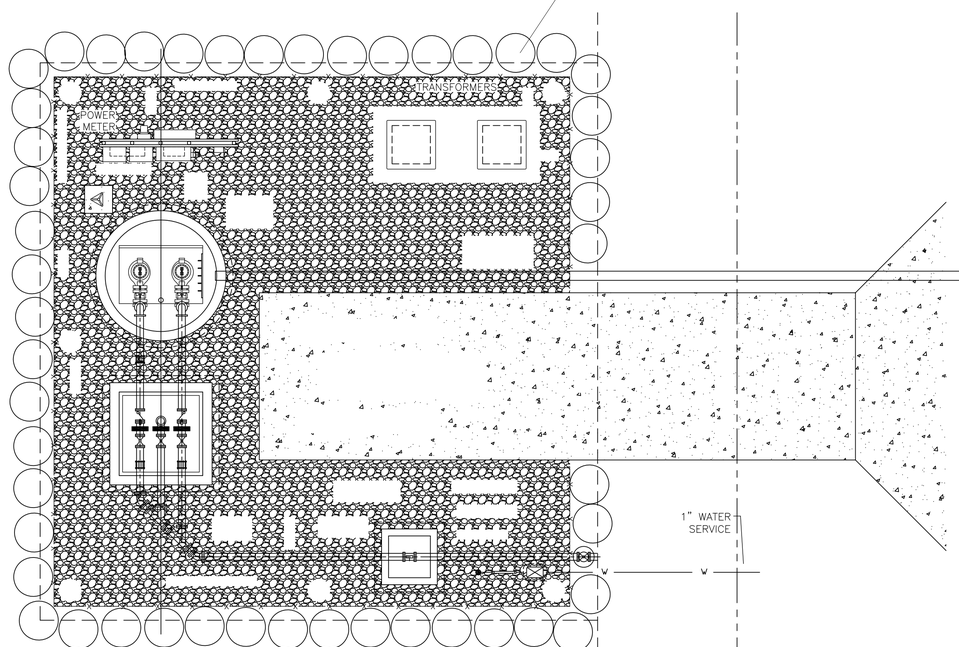
COMMON NAME	*SCIENTIFIC NAME*	STATUS	POTENTIAL OF OCCURRENCE
MAMMALS			
Florida Black Bear	*Ursu samericanus floridanus*	delisted	Minor habitat available not observed on site
Florida Panther	*Felis concolor coryi*	FE	Minor habitat available not observed on site
BIRDS			
American Oystercatcher	*Haematopus palliatus*	ST	Minor habitat available not observed on site
Audubon's Crested caracara	*Caracara plancus audubonii*	FT	Minor habitat available not observed on site
Bald Eagle	*Haliaeetus leucocephalus*	delisted	Minor habitat available not observed on site
Florida Burrowing Owl	*Athene cunicularia floridana*	ST	Minor habitat available not observed on sit
Florida Sandhill Crane	*Grus canadensis pratensis*	ST	Minor habitat available not observed on site
Florida Scrub Jay	*Aphelocoma coerulescens coerulescens*	FT	Minor habitat available not observed on site
Least Tern	*Sterna antillarum*	ST	Minor habitat available not observed on site
Peregrine Falcon	*Falco peregrinus tundrius*	delisted	Minor habitat available not observed on site
Red-cockaded Woodpecker	*Picoides borealis*	FE	Minor habitat available not observed on site
Roseate Spoonbill	*Ajaia ajaja*	ST	Minor habitat available not observed on site
Southeastern American Kestrel	*Falco sparverius paulus*	ST	Minor habitat available not observed on site
Tricolored Heron	*Egretta tricolor*	ST	Minor habitat available not observed on site
Wood Stork	*Mycteria americana*	FT	Minor habitat available not observed on site
AMPHIBIANS & REPTILES			
American Alligator	*Alligator mississippiensis*	FT (S/A)	Minor habitat available not observed on site
Eastern Indigo Snake	*Drymarchon corais couperi*	FT	Minor habitat available not observed on site
Florida Pine Snake	*Pituophis melanoleucus mugitus*	ST	Minor habitat available not observed on site

COMMON NAME	*SCIENTIFIC NAME*	STATUS	POTENTIAL OF OCCURRENCE
AMPHIBIANS & REPTILES continued			
Gopher Tortoise	*Gopherus polyphemus*	ST	Habitat available 8 burrows observed on site
PLANTS		FDACS (FWS)	
American chaffseed	*Schwalbea americana*	E	Minor habitat available not observed on site
Angle-pod	*Matelea gonocarpos*	T	Minor habitat available not observed on site
Ashe's savory	*Calamintha ashei*	T	Minor habitat available not observed on site
Auricled spleenwort	*Asplenium erosum*	E	Minor habitat available not observed on site
Bird's nest spleenwort	*Asplenium serratum*	E	Minor habitat available not observed on site
Blue flowered butterwort	*Pinguicula caerulea*	T	Minor habitat available not observed on site
Brittle maidenhair fern	*Adiantum tenerum*	E	Minor habitat available not observed on site
BrittonsBeargrass	*Nolia brittoniana*	E (FE)	Minor habitat available not observed on site
Catesby's lily	*Lilium catesbaei*	T	Minor habitat available not observed on site
Celestial lily	*Nemastylis sfloridana*	E	Minor habitat available not observed on site
Chapman's sedge	*Carex chapmanii*	T	Minor habitat available not observed on site
Cinnamon Fern	*Osmunda cinnamomea*	CE	Minor habitat available not observed on site
Common wild pine	*Tillandsia fasciculata*	E	Minor habitat available not observed on site
Coontie (all native species)	*Zamia spp.*	CE	Minor habitat available observed on site
Curtiss' milkweed	*Asclepias curtissii*	E	Minor habitat available not observed on site
Dwarf spleenwort	*Asplenium pumilum*	E	Minor habitat available not observed on site
Easter-lily	*Zephyranthes treatiae*	T	Minor habitat available not observed on site
Erect prickly pear	*Opuntia stricta*	T	Minor habitat available observed on site

NOTE: CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING FLORIDA FISH AND WILDLIFE PERMIT AND SHALL BE RESPONSIBLE FOR RELOCATION/TAKING OF GOPHER TORTOISE FOUND ON THE SITE.

CITY OF NEW SMYRNA BEACH APPROVAL

49-PENNISTEUM SETACEUM "RUBRUM"
RED FOUNTAIN GRASS
18" HEIGHT / 12" SPREAD (3 GALLON)
PLANT AT 36 INCH ON CENTERS



LIFT STATION LANDSCAPE PLAN

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJCITY
2	8-05-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

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(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

JERRY K. FINLEY LICENSE NUMBER 75000 STATE OF FLORIDA

Jerry K Finley
Digitally signed by Jerry K Finley
Date: 2022.04.05 16:10:22 -04'00'

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FLORIDA DAYS PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE
DETAILS

SHEET
26

14

REMOVE 85FT OF CONCRETE CURB
ADJUST EXISTING INLET TO ASPHALT GRADE AND INSTALL TRAFFIC BEARING GRATE. SAW-CUT AND REMOVE/REPLACE EXISTING CONCRETE APRON AS REQUIRED FOR PROPER TRANSITION.
RESTORE ALL SURFACES.
GRADE AND INSTALL TRAFFIC BEARING GRATE. SAW-CUT AND REMOVE/REPLACE EXISTING CONCRETE APRON AS REQUIRED

18+28.55
C/L

MANHOLE #92-25
TOP EL. 10.80
INV. 5.15

L=38.24
17+90.35
P.T.

SCALE 1"=10'

R=250.00'
L=86.89'

5' CONC SIDEWALK

24' ASPHALT

8" PVC WATER

5' CONC SIDEWALK

16' RAP ALLEY

GAS

GAS

17+03.46
P.R.C.

SPEED
20
LIMIT

R=100.00'
L=70.75

16+32.71
P.C.

HIGH PRIORITY SUBSURFACE INSTALLATIONS (HPSI)

Chapter 556, F.S., provides special procedures for any work being done near High Priority Subsurface Installations (HPSI). These are underground transmission or distribution pipelines used to transport refined petroleum products or hazardous/ highly volatile liquids such as anhydrous ammonia or carbon dioxide, and that have been deemed critical and identified as an HPSI by the pipeline operator.

Sunshine 811 has made it easy for excavators to know when an HPSI facility is near their excavation or demolition sites with these procedures:

1. The member operator receives a locate ticket and determines whether the underground facility is critical (HPSI) and within 15 feet of an excavator's excavation or demolition site. If it is, the member operator must locate and mark its line.
2. The member operator provides the response "2C Marked with Exceptions – High priority subsurface installation in conflict. Excavator MUST notify the member operator of the excavation or demolition start date and time."
3. Excavator verifies the member positive response codes and provides the start date and time to the member operator that responded with the 2C code. Exactix lets you update this information in the system. [s.556.116(1) and (2), F.S.] Visit My.Sunshine811.com to see videos on Exactix features.
4. If a member operator does not provide timely notice and the excavator has waited the legal time frame from s.556.105(9)(a), excavation may proceed without notifying the member operator of the excavation start date and time. However, Sunshine 811 strongly recommends that you call 811 and resubmit the locate ticket to the affected member operators and follow up with a phone call.

HPSI INCIDENT PROCEDURES AND PENALTIES

An High Priority Subsurface Installation (HPSI) incident is a damage to an HPSI facility caused by a violation of s.556.107 (1), F.S., that results in one or more of the following:

- Death; or,
- Serious bodily injury requiring inpatient hospitalization; or,
- Property damage more than $50,000; or,
- Service interruption to a minimum of 2,500 people.

When an incident occurs, a member operator or excavator must file an incident report with the State Fire Marshal within 24 hours.

The State Fire Marshal will investigate to determine whether a violation listed in s.556.107(1), F.S., was a proximate cause of the incident. If it is so determined, the Fire Marshal can issue a citation and impose a civil penalty not to exceed $50,000. (If a state agency or political subdivision caused the incident, the fine amount is limited to $10,000.) This is in addition to any civil penalties and court costs imposed under s.556.107(1), F.S.

Note: Violations of Chapter 556, F.S., that involve facilities regulated by the Pipeline and Hazardous Materials and Safety Administration may be subject to federal fines and penalties. For more information visit https://phmsa.dot.gov.

NO.	DATE	DESRIPTION
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6	3-23-22	FINAL PLAT/CONST PLANS

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(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

FLORIDA DAYS
PHASE 4
FINAL PLAT & CONSTRUCTION PLANS

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Jerry K Finley
Digitally signed by Jerry K Finley
Date: 2022.04.05 16:12:46 -04'00'

SHEET TITLE
CONNECTION TO PHASE 3

SHEET
27

512

30 0 15 30 60

GRAPHIC SCALE 1"=30'

N

W E

S

CITY OF NEW SMYRNA BEACH APPROVAL

31
PARCEL ID: 730300000025
ORB 6948, PG. 3930

MATCH LINE "A"

PARCEL ID: 730300000199
ORB 7259, PG. 2290

29
PARCEL ID: 730300000191
ORB 7387, PG. 2935

28

R/W PER PERRY UNRECORDED SUBDIVISION & FOUND MONUMENTATION

6"X6" TAPPING SLEEVE & VALVE

8' OFF EDGE OF PAVEMENT

CONSTRUCT 6" PVC FORCEMAIN – 3' OFF FENCELINE

VOLUSIA COUNTY PROJECT CONTROL POINT FOUND 1/2" IRON ROD & CAP STAMPED "MON 19AX" (NGS PNT #FM) STA. 1314+41.28 (NAVD 88) TBM EL.=+41.28 (NAVD 88) STA. 1314+83.72, 0/S 19.55' LT N:1717218.4520 E: 6617265.0352

LIMITS OF COUNTY MAINTENANCE 1.00' OFFSET OF FENCE

4' WOOD FENCE

EXISTING CITY WATERMAIN

TURNBULL BAY ROAD

N80°40'50"E

SHELL DRIVE

EXISTING 6" FORCEMAIN–FIELD VERIFY LOCATION

18" CPP

DRAINAGE DITCH

TREE LINE (TYPICAL)

LIMITS OF COUNTY MAINTENANCE BACK OF DITCH

PARCEL ID: 730300020050
ORB 4114, PG.1635

81

WHITE STREET
SHELL ROAD

60.00'

WHITE STREET

30
PARCEL ID: 730300000022
ORB 7635, PG. 3257

CONSTRUCT 6" PVC FORCEMAIN – 3' OFF FENCE LINE

REMOVE BLOW-OFF – CONNECT TO EXISTING 8" WATER

LIMITS OF COUNTY MAINTENANCE 1.00' OFFSET OF FENCE

2'x2' BRICK COLUMN (TYPICAL)

10" PVC

GRAVEL DRIVE

24" CPP

MATCHLINE # STA. 1344+50.00

LIMITS OF COUNTY MAINTENANCE BACK OF DITCH

PARCEL ID: 730300020041
ORB 7811, PG. 928

82
PARCEL ID: 730300020041
ORB 7370, PG. 1398

83 A
PARCEL ID: 730300020023
ORB 7370, PG. 2825

CONSTRUCT 8" PVC WATERMAIN – 10' OFF FENCE LINE

DRAINAGE SWALE

DIRT ROAD

WOOD GATE

CONSTRUCT 6" PVC FORCEMAIN – 3' OFF FENCE LINE

4' WOOD FENCE

CONCRETE APRON

24" CPP

PROJECT CONTROL POINT FOUND 1/2" IRON ROD & CAP STAMPED "MON 19AX" (NGS PNT #55) TBM EL.=+11.10 (NAVD 88) STA. 1374+53.97, 0/S: 22.18' RT N:1717083.5292 E: 6622257.1730

83 B
PARCEL ID: 730300020024
ORB 7503, PG. 1072

NO.	DATE	DESRIPTION
1	1-15-21	SUBMIT TO SJ/CITY
2	8-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-13-21	RESUBMIT TO CITY/SJ
5	2-11-22	RESUBMIT TO CITY/CO.
6	3-23-22	FINAL PLAT/CONST PLANS
7R	3-30-22	REV FINAL PLT/CONST PLAN

FINLEY ENGINEERING SOLUTIONS, INC.

3959 SOUTH NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

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Jerry K Finley
Digitally signed by Jerry K Finley
Date: 2022.04.05 16:15:20 -04'00'

FLORIDA DAYS PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

OFFSITE WATER/FORCEMAIN

SHEET

28A

513

CITY OF NEW SMYRNA BEACH APPROVAL

WEST LINE OF FLORIDA DAYS PHASE 4

31
PARCEL ID: 730300000025
ORB 6948, PG. 3930

32
PARCEL ID: 730300000021
ORB 7135, PG. 0670

PROJECT CONTROL POINT
FOUND 1/2" IRON ROD & CAP STAMPED
"HOG TRAX" (HOG PNT #100)
TBM EL=9.69 (NAVD 88)
STA: 143+00.36, O/S: 19.19'E LT
N:1717381.8030
E: 662706.8270

C-12
BASELINE
Δ=22°34'38"
R=1475.00'
A=581.22'
CB=S88°01'31"E
CH=577.46'

TEMPORARILY REMOVE GUY POLE. RESET GUY POLE & WIRE AS NEEDED AFTER PIPE INSTALLATION

CONSTRUCT 6" PVC FORCEMAIN – 3' OFF FENCE LINE

CONSTRUCT 8" PVC WATERMAIN – 10' OFF FENCE LINE

CLEAR 4'X10' AREA BEHIND FENCE FOR HYDRANT

LIMITS OF COUNTY MAINTENANCE 1.00' OFFSET OF FENCE

4' WOOD FENCE

4' WIRE FENCE

METAL GATE

DRAINAGE DITCH

DRAINAGE SWALE

DIRT DRIVE

BRACE POLE DURING CONSTRUCTION
RESET GUY WIRE AS NEEDED

C-12

ASPHALT PAVEMENT

TURNBULL BAY ROAD

OLD UNDERLYING PAVEMENT

CONCRETE APRON

24" CPP

GATE

BACK OF DITCH

TOB

T/S

MATCH LINE 'A'

MATCH LINE 'B'

R=1038'61" (M)

R=313'.33" (M)

R=1311.04' (M)

DRAINAGE DITCH R=1895.20' (M)

N89°40'50"E

MITIGATE 0.12± AC. HAD=25.00

MITIGATE 0.25± AC. HAD=25.00

84
PARCEL ID: 730300020029
ORB 4018, PG. 2993

85
PARCEL ID: 730300000023
ORB 6516, PG. 1931

86
PARCEL ID: 730300000020
ORB 7283, PG. 3700

TREE LINE (TYPICAL)

MITIGATE 0.33± AC. HAD=25.00

INSTALL TEMPORARY CONSTRUCTION SIGNAGE

TRUCKS ENTERING HIGHWAY

30 0 15 30 60

GRAPHIC SCALE 1"=30'

LIMITS OF COUNTY MAINTENANCE 1.00' OFFSET OF FENCE

CONSTRUCT 6" PVC FORCEMAIN – 3' OFF FENCE LINE

CONSTRUCT 8" PVC WATERMAIN – 10' OFF FENCE LINE

6" PVC FORCEMAIN – UNDER CULVERT

6"X6" TEE, TWO-6" VALVES, 5'-6" PVC WITH PLUG

PROJECT CONTROL POINT
FOUND 1/2" IRON ROD & CAP STAMPED
"HOG TRAX" (HOG PNT #100)
TBM EL=9.69 (NAVD 88)
STA: 143+00.36, O/S: 19.19'E LT
N:1717381.8030
E: 662706.8270

DRAINAGE DITCH

CONCRETE RIP-RAP HEADWALL

CONCRETE DRIVE

OPEN CUT-30 SY PVMT REPAIR

SEE SHEET 9 FOR ENTRANCE IMPROVEMENTS IN VOLUSIA COUNTY RIGHT-OF-WAY

EXISTING 12" REUSE(VERIFY LOCATION)

TEMPORARILY REMOVE GUY. RESET GUY POLE & WIRE AS NEEDED AFTER PIPE INSTALLATION

CONSTRUCT 8"SDR35 WATER OVER STORM WITH 6" CLEARANCE. TWO SETS OF 45 DEGREE BENDS WITH 4.5' RESTRAINED JOINTS REQ'D OFF CORNER OF HEADWALL

DIRT ROAD

CONCRETE APRON

30" CPP

MES INV=4.23

SHED 0.5% SLOPE

STORM PIPE

INLET TOP EL=7.31 INV W=5.24

24" CPP

BRACE POLE DURING CONSTRUCTION

R/W EASEMENT PER O.R.B. 3765, PG. 1105

97
PARCEL ID: 730300010030
O.R.B. 5291, PG. 2040

88
PARCEL ID: 730300000027
ORB 7654, PG. 1483

LIMITS OF COUNTY MAINTENANCE FACE OF TREE LINE

PROJECT CONTROL POINT
FOUND 1/2" IRON ROD & CAP STAMPED
"HOG TRAX" (HOG PNT #136)
TBM EL=8.13 (NAVD 88)
STA: 152+96.94, O/S: 19.03' RT
N:1717158.3930
E: 663788.2250

MATCH LINE 'B'

MITIGATE 0.25± AC. HAD=25.00

MITIGATE 0.33± AC. HAD=25.00

33
PARCEL ID: 730200000170
ORB 6778, PG. 1639

C-13
BASELINE
Δ=17°13'53"
R=1100.00'
A=330.82'
CB=S85°21'29"E
CH=329.57'

LIMITS OF COUNTY MAINTENANCE 1.00' OFFSET OF FENCE

PARCEL ID: 730300000021
ORB 7135, PG. 0670

R=366.30' (M)

LOT 4
LOTT UNRECORDED SUBDIVISION

N. R/W LINE PER MONUMENTATION AND DEED

R=2203.71' (D & M)

8" PVC WATERMAIN 10' OFF E/P

MATCH LINE 'C'

C-13

CONSTRUCT 8" PVC WATERMAIN 10' OFF FENCE LINE

CONSTRUCT 8"X6"-TEE W/ HYDRANT ASSEMBLY AND 6" VALVE ATTACHED TO TEE

R=985.34' (M)

GRAVEL DRIVE

SHELL DRIVE

ASPHALT APRON

BRICK DRIVE

CONCRETE DRIVE

4' WOOD GATE

TREE LINE (TYPICAL)

EAST LINE, LOT 4 LOTT UNRECORDED SUBDIVISION

WEST LINE, LOT 4 LOTT UNRECORDED SUBDIVISION

89
PARCEL ID: 730200000130
ORB 7066, PG. 4736
2570 TURNBULL BAY ROAD

B&W UNRECORDED

INSTALL TEMPORARY CONSTRUCTION SIGNAGE

TRUCKS ENTERING HIGHWAY

LIMITS OF COUNTY MAINTENANCE 1.00' OFFSET OF FENCE

CONSTRUCT 6" PVC FORCEMAIN – 3' OFF FENCE LINE

CONSTRUCT 8" PVC WATERMAIN – 10' OFF FENCE LINE

4' WIRE FENCE

4' WOOD FENCE

CONCRETE RIP-RAP HEADWALL

CONCRETE DRIVE

DRAINAGE DITCH

T/S

TOB

MATCH LINE 'B'

MITIGATE 0.12± AC. HAD=25.00

TREE LINE (TYPICAL)

LIMITS OF COUNTY MAINTENANCE BACK OF DITCH

86
PARCEL ID: 730300000020
ORB 7283, PG. 3700
SANDS UNRECORDED

N

W E

S

26' 15' 15' 5' 5'

R13'

R35' R50'

CROSSWALK PER DESIGN STANDARD # 17346

6' WHITE THERMOPLASTIC LINE

WHITE THERMOPLASTIC TURN ARROWS PER DESIGN STANDARD # 17346

100'

50'

10' 10' 10'

ASPHALT PAVEMENT

ENTRANCE STRIPING & DIMENSION PLAN

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FLORIDA DAYS PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS
OFFSITE WATER/FORCEMAIN

SHEET
28B

514

CITY OF NEW SMYRNA BEACH APPROVAL

8"X8" TAPPING SLEEVE & VALVE–INSTALL 8 FT EAST OF 90 BEND. 90 DEGREE BEND AND 2– 45 DEGREE BENDS GOING WEST TO GET ON A 10' OFF EDGE OF PAVEMENT ALIGNMENT

8" DIP WATERMAIN UNDER CULVERT WITH 18" MIN. CLEARANCE (45 DEGREE FITTINGS –RESTRAINED)

CREEK SHORE TRAIL

TIONIA ROAD

TURNBULL BAY ROAD

MATCH LINE "C"

33
PARCEL ID: 730200000170
ORB 6778, PG. 1639

LOT 4
LOTT UNRECORDED SUBDIVISION

34
PARCEL ID: 730200000140
ORB 7329, PG. 2544

LOT 3
LOTT UNRECORDED SUBDIVISION

90
PARCEL ID: 730200000180
ORB 6483, PG. 1404
2560 TURNBULL BAY ROAD

91
PARCEL ID: 730200000250
ORB 5999, PG. 3580

93
PARCEL ID: 730201030060
ORB 7241, PG. 1072

PARCEL B

N. R/W LINE PER MONUMENTATION AND DEED

R/W LINE PER MONUMENTATION AND DEED

N. LINE OF R/W PER MONUMENTATION AND DEED

40' DRAINAGE EASEMENT PER OFFICIAL RECORD BOOK 1208, PAGE 29

PROJECT CONTROL POINT
FOUND 1/2" IRON ROD & CAP STAMPED "NoCo TRAN" (NoCo PNT #199)
TBM EL=5.86 (NAVD 88)
STA: 159+66.51, O/S: 20.12' RT
N:1771723.6814
E: 664400.7456

PROJECT CONTROL POINT
FOUND 1/2" IRON ROD & CAP STAMPED "NoCo TRAN" (NoCo PNT #161)
TBM EL=6.79 (NAVD 88)
STA: 162+42.03, O/S: 25.06' LT
N:1772182.4370
E: 664732.2200

30' GAS EASEMENT PER ORB 816, PAGE 720

EXISTING 12" – 90 BEND AND 12"X8" REDUCER

EXISTING 8" PVC WATERMAIN

EXISTING 12" PVC WATERMAIN

8" PVC WATERMAIN
10' OFF E/P

FLORIDA EAST COAST RAILROAD (100.00' R/W)

EAST R/W LINE F.E.C.R.R.

WEST R/W LINE F.E.C.R.R.

C-14
BASELINE
Δ=23°06'17"
R=137.00'
A=55.25'
CB=N17°41'12"E
CH=54.87'

R=2203.71' (D & M)

R=267.67'(M)

N86°01'35"E

N85°51'21"E

N86°45'04"E

TOB

T/S

MITCHLINE # STA: 159+15.00

MITCHLINE # STA: 159+15.00

LIMITS OF COUNTY MAINTENANCE 1.00' OFFSET OF FENCE

LIMITS OF COUNTY MAINTENANCE BACK OF DITCH

LIMITS OF COUNTY-MAINTENANCE BACK OF DITCH

TREE LINE (TYPICAL)

DRAINAGE DITCH

ASPHALT PAVEMENT

ASPHALT APRON

CONCRETE DRIVE

SHELL DRIVE

4' WOOD FENCE

4' WOOD GATE

MASONRY HEADWALL

18" CMP

24" CMP

CONCRETE HEADWALL

OLD UNDERLYING PAVEMENT

PAVEMENT STRIPING (TYPICAL)

STREET SIGN

TELEPHONE BOX

WOOD RAILROAD TIE POST (TYPICAL)

RAILROAD CROSSING SIGNAL ARM

RAILROAD TRACKS

RAILROAD UTILITY BOXES

CONCRETE

INV=3.76
FULL OF DIRT

INV=3.80
FULL OF DIRT

INV=1.88
FULL OF DIRT

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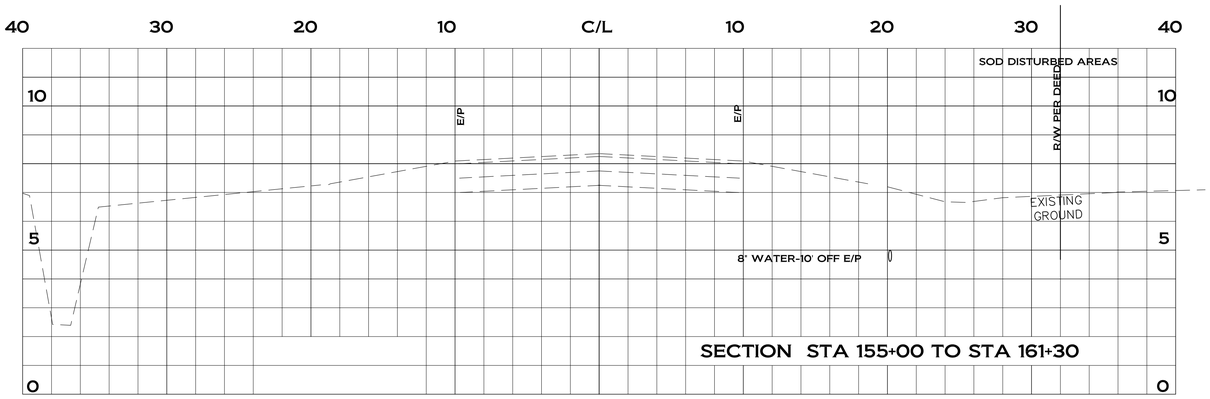
FLORIDA DAYS PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

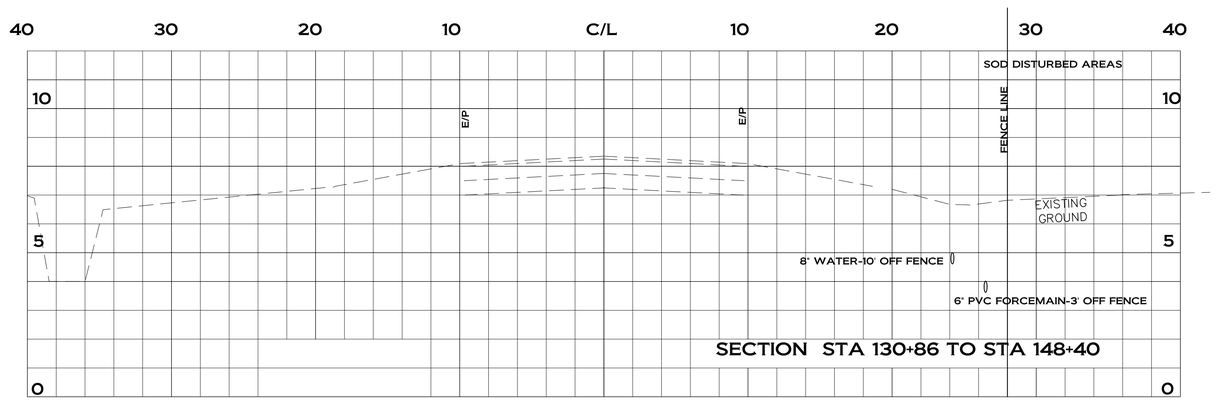
OFFSITE FORCEMAIN PLAN

SHEET
28C

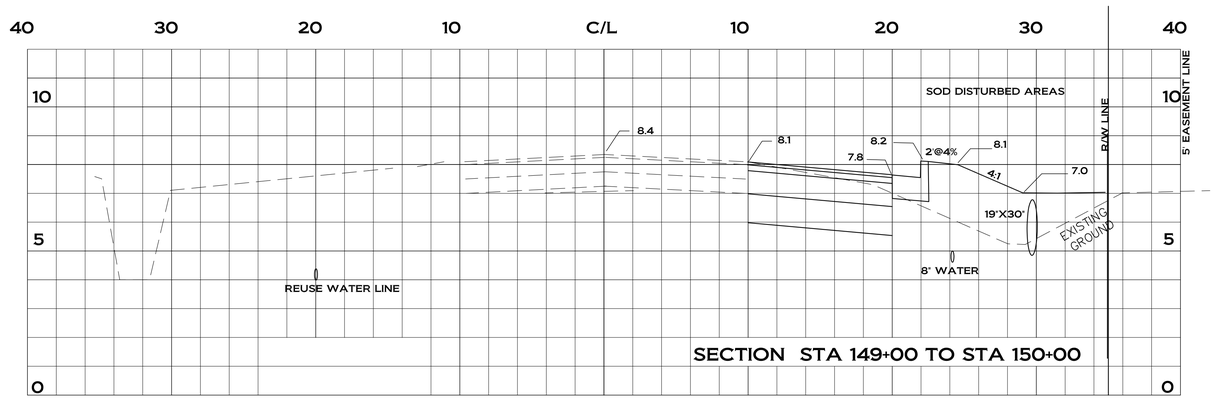
515



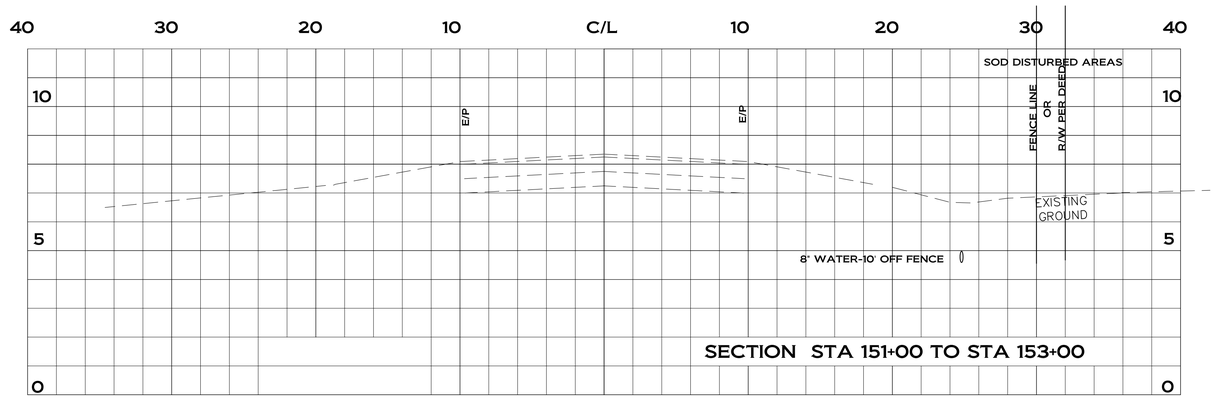
SECTION STA 155+00 TO STA 161+30



SECTION STA 130+86 TO STA 148+40



SECTION STA 149+00 TO STA 150+00



SECTION STA 151+00 TO STA 153+00

All plans for Utility and Commercial Use Permits must contain the following plan notes, and the stated notification requirements must be observed.

1. Notify Volusia County Development Engineering Division at (386) 736-5926 a minimum of 24 hours prior to the start of construction. Failure of the permittee to obtain the appropriate inspections prior to proceeding with work shall not relieve the permittee from reexcavation or other measures necessary for the inspection of work..
2. Volusia County Traffic Engineering (386) 736-5968 is not a member of Sunshine One Call. When requesting locates, please provide a minimum advanced notification of two (2) business days prior to proposed work.
3. Coordination with Volusia County Traffic Operations (386) 239-6535 is required with a minimum advanced notice of seven (7) days prior to any sidewalk, lane or road closure (including flagging operations).
4. Operations within the County right-of-way shall normally be conducted 7:00 am to 7:00 pm, Monday through Friday. Any deviation from these hours requires prior approval from the County Development Engineer. Emergency repairs are excluded from this time restriction.
5. All existing sidewalks within County right-of-way shall either remain open or be provided a temporary walkway in accordance with the current version of Florida Department of Transportation Standard Index No. 660. Any damage to sidewalks shall be repaired and/or replaced in like kind by the contractor. New sidewalks and sections through driveways must be at a 1.5% cross slope and 2% maximum cross slope per ADA standards.
6. Driving or staging of construction vehicles or materials is not permitted within the County right-of-way or on pedestrian walkways and paths. There shall be no overnight construction vehicle related parking, construction material placement or storage of any kind permitted within the County right-of-way.
7. No trench or excavation shall be left open or unattended overnight, unless approved by the County Development Engineering Inspector. Excavations shall meet the Drop off Protection Requirements of the latest FDOT Design Standard Index No. 600.
8. Restoration shall be required for any damage to sidewalks, curbs, or other existing structures in the right-of-way. All disturbed areas within the County right of way shall be re-graded and sodded. Seed and mulch is not an acceptable alternative to sodding.

" All striping within public right-of-way shall be thermoplastic and installed in accordance with the latest FDOT pavement marking index"
"RPM's shall be provided for all construction within public rights-of-way of all thoroughfares and shall be installed in accordance with the latest FDOT Standard Index # 706-001"

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Date: 2022.04.05 16:22:32 -04'00'

FLORIDA DAYS PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

TURNBULL BAY ROAD SECTIONS

SHEET 29

516

GENERAL NOTES

1. Cross Slopes and Grades:

   A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this index are maximums. Steeper slopes are not permitted unless otherwise detailed in the Plans.

   B. Landings must have slopes less than or equal to 0.02 in any direction.

   C. Install ramp slopes along a single linear plane (i.e. no warps or varying slope)

2. Grade Breaks:

   Grade breaks at the top and bottom of ramps must be parallel to each other and perpendicular to the direction of the ramp slope.

3. Existing Curb, Curb and Gutter and/or Sidewalk:

   A. Remove any existing curb or curb and gutter to the nearest joint beyond the curb transition or to the extent that no remaining section of curb or curb and gutter is less than 5 feet long. Remove any existing sidewalk to the nearest joint beyond the transition slope or to the extent that no remaining section of sidewalk is less than 5 feet long.

   B. Refer to Index 310 for Concrete Sidewalk details.

4. Curb Ramp Alpha-Identification:

   A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.

   B. Alpha-identifications CR-I and CR-J are intentionally omitted.

5. Detectable Warnings:

   A. Install detectable warnings in accordance with Specification Section 527.

   B. Place detectable warnings across the full width of the ramp or landing, to a depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.

   C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.

6. Detectable Warnings - Acceptance Criteria:

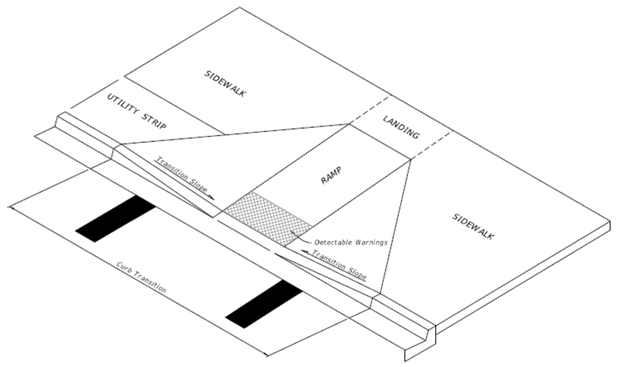
   A. Color and texture shall be complete and uniform.

   B. 90% of individual truncated domes shall be in accordance with the Americans with Disabilities Act Standards for Transportation Facilities, Section 705.

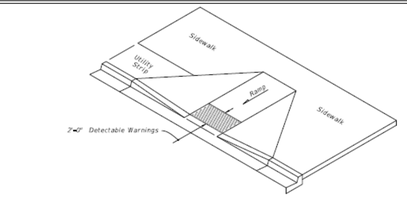
   C. There shall be no more than 4 non-compliant domes in any one square foot.

   D. Non-compliant domes shall not be adjacent to other non-compliant domes.

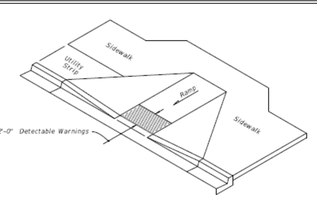
   E. Surfaces shall not deviate more than 0.10" from a true plane.



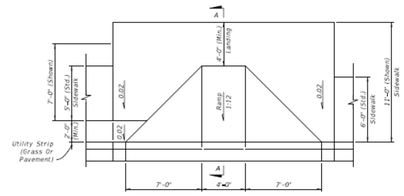
CURB RAMP NOMENCLATURE



ISOMETRIC VIEW

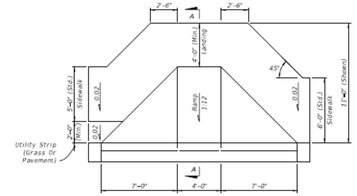


ISOMETRIC VIEW



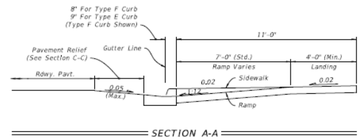
PLAN VIEW

CR-A



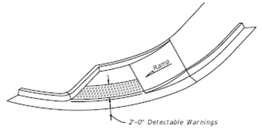
PLAN VIEW

CR-B

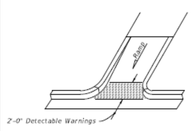


SECTION A-A

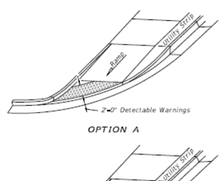
SIDEWALK CURB RAMPS CR-A AND CR-B



ISOMETRIC VIEW



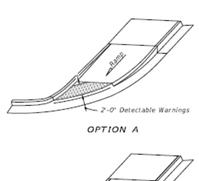
ISOMETRIC VIEW



OPTION A

OPTION B

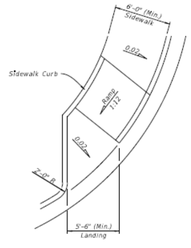
ISOMETRIC VIEW



OPTION A

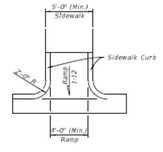
OPTION B

ISOMETRIC VIEW



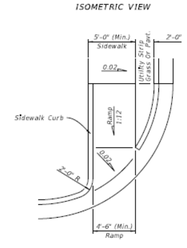
PLAN VIEW

CR-D



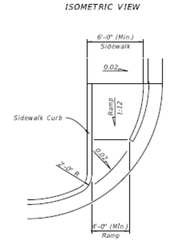
PLAN VIEW

CR-E



PLAN VIEW

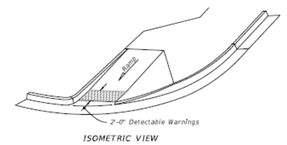
CR-F



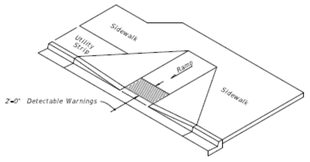
PLAN VIEW

CR-G

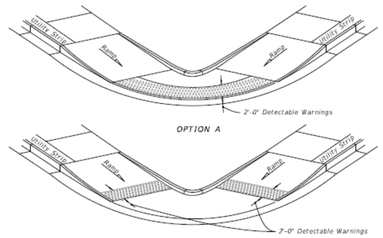
SIDEWALK CURB RAMPS CR-D, CR-E, CR-F & CR-G



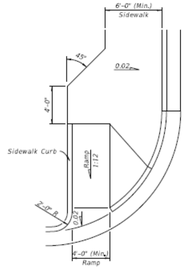
ISOMETRIC VIEW



ISOMETRIC VIEW

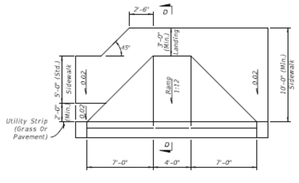


ISOMETRIC VIEW



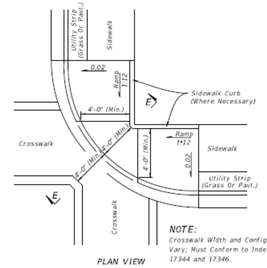
PLAN VIEW

CR-H



PLAN VIEW

CR-K

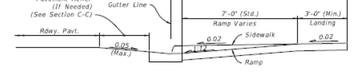


NOTE:
Crosswalk Width and Configuration Vary; Must Conform to Index 17344 and 17346.

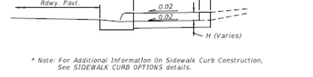
15' Radius Curve Shown for CR-L.

PLAN VIEW

CR-L



SECTION D-D



SECTION E-E

* Note: For Additional Information On Sidewalk Curb Construction, See SIDEWALK CURB OPTIONS details.

SIDEWALK CURB RAMPS CR-H, CR-K & CR-L

NO.	DATE	DESRIPTION
1	1-15-21	SUBMIT TO SJ/CITY
2	8-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-13-21	RESUBMIT TO CITY/SJ
5	2-11-22	RESUBMIT TO CITY/CO.
6	3-23-22	FINAL PLAT/CONST PLANS
7R	3-30-22	REV FINAL PLT/CONST PLAN

FINLEY ENGINEERING SOLUTIONS, INC.

3959 SOUTH NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

WHEN
THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE # 29909 ON THE DATE INDICATED USING A DIGITAL SIGNATURE PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

Jerry K. Finley — Digitally signed by Jerry K. Finley, Date: 2022.04.05 16:32:32 -04'00'

FLORIDA DAYS PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

TURNBULL BAY ROAD DETAILS

SHEET 30

CONTRACT FOR PLAT RECORDING

The Parties to this Contract for Plat Recording are Old Smyrna Land Company, LLC, a Florida Limited Liability Company (hereinafter "Owner"), and The City of New Smyrna Beach, a Florida municipal corporation (hereinafter the "City).

WITNESSETH:

WHEREAS, Owner warrants that Owner is the record title owner to certain real property located in the City of New Smyrna Beach (hereinafter the "Subject Property") more fully described in **Exhibit A**; and

WHEREAS, Owner has applied to the City for approval of a subdivision plat to be known as Florida Days Phase 4 (hereinafter the "Plat"), a copy of which is incorporated herein by reference as **Exhibit B**, on which plat is shown areas offered by the Owner to be dedicated to public use as streets, alleys, access ways, drainage easements, and utility easements; and

WHEREAS, it is necessary in the interest of public welfare that the areas so offered be dedicated and constructed in accordance with the specifications hereinafter set forth.

NOW THEREFORE, to induce the City to approve the plat and to accept the dedications for uses as specified therein, the Owner does hereby unconditionally promise and agree to and with the City as follows:

1. CONSTRUCTION OF PUBLIC IMPROVEMENTS: The Owner will construct or cause to be constructed the public utilities, street improvements, and other improvements required to be dedicated for public ownership ("Public Improvements") as shown in the approved plans prepared by **Finley Engineering Solutions, Inc.**, dated August 1, 20 22 (the "Approved Plans"). A reduced-sized copy of the Approved Plans is included in **Exhibit B.**
2. SURVEY MONUMENTS: Monuments or permanent control points as required by Fla. Statutes Ch. 177 will be placed at all block corners, angle points, points of curves in streets, and at intermediate points as are indicated by the final plat.
3. STORM DRAINAGE: The storm drainage system will be installed in accordance with the Approved Plans; City ordinances, regulations, and standards; and St. Johns River Water Management District requirements.
4. POTABLE WATER, REUSE WATER, AND SANITARY SEWER SYSTEMS: Potable water, reuse water, and sanitary sewer systems will be installed in accordance with the Approved Plans; City ordinances, regulations, and standards; and Florida Department of Environmental Protection requirements.
5. PAVED STREETS: Paved streets will be constructed in proposed street right of ways or access easement areas, as shown on the plat. The drive aisles will be of the overall widths designated on Exhibit B.
6. BEAUTIFICATION AND LANDSCAPING: All unpaved portions of street rights of way will be sodded unless otherwise provided by applicable City ordinances, regulations, or standards.
7. SIDEWALKS AND BIKE PATHS: Sidewalks and bike paths will be constructed in all locations shown on Exhibit B in accordance with the Approved Plans and City ordinances, regulations, and standards.
8. STREET LIGHTS: Street lights will be installed in the locations shown on Exhibit B prior to the issuance of the first Certificate of Occupancy for property located within the plat.

9. TIME OF COMPLETION: All Public Improvements referenced herein are to be installed in the subdivision at the expense of the Owner and within 24 months after the Effective Date. This deadline may be extended by the City due to unforeseen circumstances. If no action has been taken pursuant to this Contract within the deadline (as may be extended), then all rights and obligations of the parties hereunder will automatically cease.
10. APPROVAL OF PLAT FOR RECORDING: The City Manager is authorized to execute the plat for recording in the Public Records of Volusia County, Florida, upon certification of the plat by the City Surveyor and legal approval by the City Attorney. Except as specifically provided below, all Public Improvements referenced herein must be completed before the plat is executed by the City Manager. The Public Improvements will not be deemed to be approved unless and until any required guarantees for unbuilt sidewalks and unplanted trees have been provided, and the City Engineer has executed a Certificate of Completion.
11. RECORDATION OF PLAT BEFORE COMPLETION OF IMPROVEMENTS; PERFORMANCE GUARANTEE AND OTHER CONDITIONS: If, at the time that the Owner requests that the City approve the plat for recording, all or a portion of the required Public Improvements are incomplete, the City Manager will give such approval only after the Owner supplies a performance guarantee that the Owner will complete construction of all Public Improvements in accordance with the requirements of this Contract. The performance guarantee must meet the following requirements:
    A. The performance guarantee must be in the form of a surety bond, irrevocable letter of credit, certified check, or cash. If submitted in the form of a surety bond or irrevocable letter of credit, both the form and the surety are subject to prior City approval.
    B. Except as provided in Subsection 11.C below, the amount of the guarantee will equal 115% of the construction cost of the remaining work to be done on all Public Improvements.
    C. If some or all of the Public Improvements are to be dedicated to a governmental entity other than the City, and such entity requires the provision of a performance guarantee to ensure completion of those improvements (hereinafter "Non-City Public Improvements"), then the Non-City Public Improvements need not be covered by the performance guarantee required herein, and the amount of the guarantee may be reduced accordingly.
    D. In determining the actual dollar amount of the performance guarantee, the City Engineer may use his or her own good faith estimate of the cost of completing the Public Improvements; or the City Engineer may require the Owner's engineer to certify such cost.
    E. The City Manager is authorized to partially release or reduce the performance guarantee for those portions of the covered work subsequently completed by Owner and certified as complete by the City Engineer.
    F. Upon completion of all Public Improvements covered by the performance guarantee as certified by the City Engineer, and if requested by Owner, the City Manager will release the performance guarantee in full.
12. MAINTENANCE GUARANTEE: The Owner will repair and replace any defects which develop in all Public Improvements within one year after completion of construction and installation. Prior to the acceptance of Public Improvements by the City, the Owner will post a maintenance guarantee to ensure that the Owner will provide such repairs and replacements. The maintenance guarantee may be in any of the forms authorized for performance guarantee above, subject to the same conditions specified. The amount of the maintenance guarantee will equal 10% of the construction cost of the Public Improvements, certified in the same manner as provided above for the performance guarantee.
13. PAYMENT: The Owner will promptly make payment to all persons supplying labor, materials, and supplies used directly or indirectly by the Owner or its subcontractors in the construction of Public Improvements.

14. UTILITY CONSTRUCTION: The Owner will provide for the construction of all necessary utilities within the subdivision as required by the City's Land Development Regulations and the Utilities Commission. ***[Insert any applicable conditions such as cost sharing for installation of oversized utility lines.]***
15. PERMITS: The Owner will obtain all permits and approvals required from the City or other governmental agency that are necessary for the construction of Public Improvements and furnish copies to the City, prior to release of any surety. The final plat will not be recorded prior to obtaining all such permits and approvals. Construction of the Public Improvements will not be allowed to commence prior to the Owner furnishing evidence to the City Engineer of such permits and approvals.
16. CORRECTIONS: The Owner will take no advantage of any apparent error or omission in the Approved Plan, nor changes to the Approved Plans required by shop drawing review; but will immediately notify the City Engineer. The City Engineer will decide the appropriateness of corrections and interpretations necessary for fulfillment of the intent of the Approved Plans.
17. DEVIATIONS FROM PLANS: No deviations from the Approved Plans are to be made without prior written approval from the City Engineer. The Owner will revise the plans attached as Exhibit B to reflect all deviations necessary due to unforeseen conditions during construction. Prior to installation of Public Improvements, the Owner will submit to the City approved shop drawings.
18. AS-BUILT DRAWINGS: The Owner will submit as-built plans, which will be reproducible copies and in a form specified by the City Engineer, prior to the City's acceptance of Public Improvements or release of performance guarantees.
19. SIGNAGE: Prior to acceptance of the streets, the Owner will install street signs and other traffic control devices specified by the City.
20. CERTIFICATES OF OCCUPANCY: Although the City may issue building permits within this subdivision after recording of the above-referenced plat, no Certificates of Occupancy will be issued for any structures until all necessary permits have been obtained, easements have been conveyed, copies thereof have been furnished to the City, and all Public Improvements are certified as complete by the City Engineer.
21. PLAT RECORDING REQUIREMENTS:
    A. A Title Opinion or a Certificate of Title in accordance with the requirements of Section 177.041, Florida Statutes, and in a form approved by the City Attorney will be furnished by or on behalf of the Owner prior to the anticipated date of recordation. The record information referenced in the Certificate will be "current," meaning that the record title search upon which the Opinion or Certificate is based will be conducted within 14 days of the anticipated date of recordation.
    B. The Owner will provide evidence of payment of property taxes for the lands included in the above-referenced plat in accordance with Section 197.046, Florida Statutes, to the City immediately prior to the time of recording of the final plat.
    C. A letter from the surveyor verifying that all survey monumentation required by Chapter 177, Florida Statutes, and the City's LDRs is in place.
    D. Three mylar copies of the final plat executed by the developer and associated entities will be provided, along with a copy of the computer disk if the plat was prepared on a CAD system.
    E. If required pursuant to a planned development agreement, the Owner agrees to record, concurrent with the plat, protective deed covenants and to furnish the City with a copy as recorded.
    F. The Owner will pay all costs associated with the recording of the plat in the records of Volusia County.
    G. The Owner will file Articles of Incorporation and By-Laws for any property owners association to be formed, and will furnish copies of the recorded document to the City.

22. Under no circumstances will the City have responsibility for ownership and maintenance of any private stormwater management systems.
23. The City agrees to do the following:
    A. To approve the plat for recording in accordance with the above conditions.
    B. To participate in the construction and improvements of off-site water and sewer lines only where specifically provided in this Contract or other duly authorized written agreements.
24. The Effective Date of this Contract will be the date on which this Contract as executed by the Owner is approved by the City Commission. This Contract may not be amended except through a written document signed by both Parties. Full-sized copies of Exhibits A and B will remain on file with the Office of the City Clerk.
25. ASSIGNMENTS. The City Manager for the City is authorized on behalf of the City to accept an assignment of Owner's rights and obligations under this Contract if legal title to the property described in the Plat is transferred to a party other than Owner during the Term of this Contract. No formal amendment will be necessary to accept such assignment. The City will not unreasonably withhold approval of such an assignment.
26. CONFLICTS. In case of conflicts between this Contract and any City ordinance, the City ordinance governs. In case of conflicts between this Contract and the provisions of any planned development agreement authorized by City ordinance, the planned development agreement controls.
27. APPLICABLE LAW. This Contract will be subject to and construed in accordance with the laws of the State of Florida. Venue in case of any suit filed to enforce the provisions of this Contract will be in the Middle District of Florida, if filed in federal court, and in the state courts in and for Volusia County, if filed in state court.

IN WITNESS WHEREOF, the Parties hereunder have signed this Contract on the dates indicated below.

Owner: Old Smyrna Land Co LLC, a Florida Limited Liability Company

By: _____
Michael L. Hickson, Managing Member

Date: 8/22/22

The City of New Smyrna Beach, Florida, a Florida municipal corporation

By: _____
_____, Mayor

Attest: _____
_____, City Clerk

Date: _____

Approved as to legal form:

By: _____

_____, City Attorney

Exhibit "A"

FD 4" X 4" CM AND DISK PSM 3905, LB 3612, PRM

REFERENCE POINT NORTHWEST CORNER OF THE NORTHEAST ¼ OF SECTION 3 TOWNSHIP 17 SOUTH, RANGE 33 EAST

DEPARTMENT OF ENVIRONMENT PROTECTION CERTIFIED CORNER REPORT NUMBER 69104

OLD SMYRNA TRAIL 50' R/W

OLD SMYRNA TRAIL

SECTION 3 TOWNSHIP 17 SOUTH RANGE 33 EAST

S 00°39'09" E 1322.10'

30' FLORIDA GAS TRANSMISSION COMPANY EASEMENT

FLORIDA DAYS PHASE 1 MB 54, PG 108 - 111

FLORIDA DAYS PHASE 2 MB 56, PG 136 -139

S 89°48'38" W 2419.31' (M)

N 90°00'00" W 2419.31' (D)

TRACTS COMMON AREA

FLORIDA DAYS PHASE 3 MB 59, PG 46 -48

S W CORNER OF FLORIDA DAYS PHASE 1

NORTHWEST CORNER OF THE SOUTH ½ OF SECTION 3

SEE DETAL F

HIDEAWAY FOREST TR

TAX ID 7303-00 00-0065

TAX ID 7303-00-00-0193

TAX ID 7303-00-00-0192

TAX ID 7303-00-00-0199

TAX ID 7303-00-00-0022

TAX ID 7303-00-00-0025

TAX ID 730300000021

TAX ID 7303-00-00-0021

POINT OF BEGINNING SURVEYORS DESCRIPTION

S 89°01'51" W 543.65'

POINT OF BEGINNING PER SWOOPE SURVEY 1970

N 89°43'06" E
S 89°43'06" W 945.08" (M)

SOUTH LINE OF THE N ½ OF THE NE ¼ SECTION 3

N 89°01'51" E 395.30'

BOUNDARY LINE PER SWOOPE 1970

OR 619, PG 720

30' FLORIDA GAS TRANSMISSION COMPANY EASEMENT

FD 4" X 4" CM LB 7743 "PRM"

FD ½" IRC LB 3612

FD ½" IRC LB 7743

FD ½" IR NO ID

FD ½" IR LB 7683 "CORP" N 50°19'26" W 0.19'

FD ½" IR IN 1'-9" NO ID S 52° E 0.60' E

FD PK NAIL & METAL DISK NO ID

FD 4" X 4" CM LB 7743 "PRM"

FD 4" X 4" CM LB 7743 "PRM"

CURVE DATA
Δ = 11°55'29"
L = 415.12'
R = 2019.62
CH = 414.09
CH BNG = S 28°50'59" E

CURVE DATA
Δ = 11°55'29"
L = 415.12'
R = 1989.62
CH = 408.52
CH BRG = S 27°48'02" E

CREEKSHORE DRIVE 60' R/W

FLORIDA EAST COAST RAILROAD 100' R/W

SECTION 3 TOWNSHIP 17 SOUTH RANGE 33 EAST

WILLIAM SWOOPE SURVEY JUNE 19, 1970

SEE DETAL E

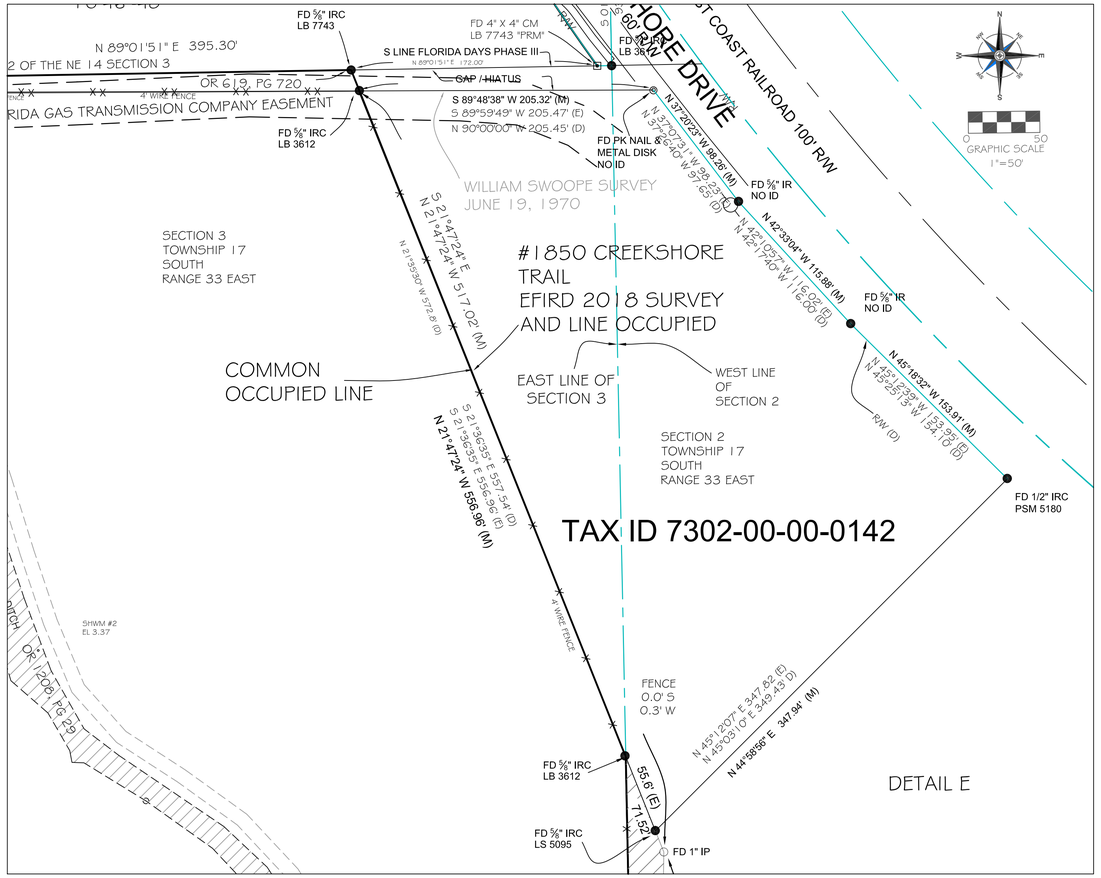
TAX ID 7302-00-00-0142

WEST LINE OF SECTION 2

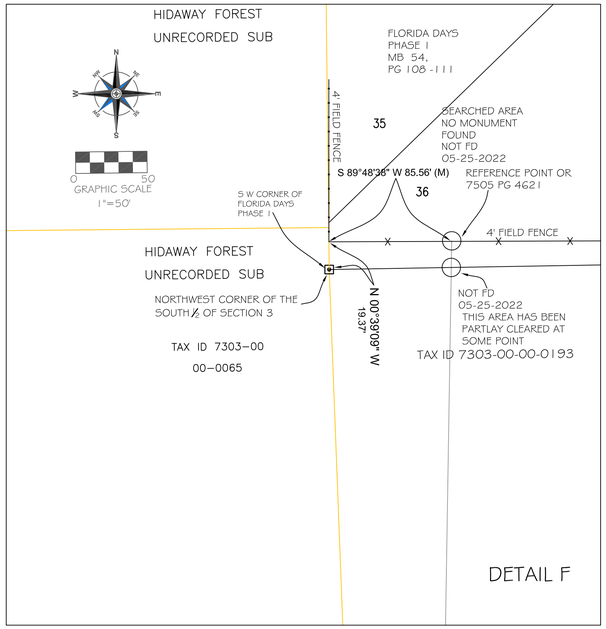
SECTION 2 TOWNSHIP 17 SOUTH RANGE 33 EAST

FENCE 0.0'S 0.3' W

0 50 100
GRAPHIC SCALE 1"=100'



DETAIL E



DETAIL F

MAY 25, 2022, LOCATED OCCUPIED LINE AS SURVEYED BY OTHERS.
MAY 11, 2022, REVISED SURVEYORS DESCRIPTION.
JULY 12, 2021, REVISED DESCRIPTION, ADDED VOLUSIA COUNTY MAINTENANCE ALONG TURNBULL BAY ROAD AS SHOWN
DECEMBER 08, 2020, ADD SEASONAL HIGH WATER MARKS AND UPDATE BECH MARK REFERENCE TO NAVD88
WETLANDS APPROVED ON OCTOBER 4, 2019 SEE NOTE 6

CERTIFICATIONS:
-- OLD SMYRNA LAND COMPANY

TYPE OF SURVEY: BOUNDARY

SUBJECT: FLORIDA DAYS PHASE 4 NEW SMYRNA BEACH, FL

OFFICE WORK BY : WSH DATE: 05/25/2022

FIELD WORK BY: WSH 05/25/2022

PROJECT# 11220512

FB 20-11

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

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THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED SHALL BE AT YOUR RISK

FILE: NEW SMYRNA BEACH FLORIDA DAYS P4

DESCRIPTION (OR 7135, PG 670)

A PARCEL OF LAND IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST, DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE EAST ALONG NORTH LINE 1447 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 9 MINUTES WEST 765 FEET TO THE NORTH RIGHT OF WAY LINE OF THE TURNBULL BAY ROAD; THENCE ALONG SAID NORTH LINE NORTH 80 DEGREES 45 MINUTES EAST 3.44 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A CENTRAL ANGLE 23 DEGREES 12 MINUTES AND A RADIUS OF 1437.8 FEET; THENCE ALONG SAID CURVE 582.2 FEET TO THE P.T. OF A CURVE; THENCE CONTINUE ALONG NORTH RIGHT OF WAY LINE SOUTH 76 DEGREES 3 MINUTES EAST 410.00 FEET TO THE P.C. OF A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 17 DEGREES 46 MINUTES AND A RADIUS OF 1323.4 FEET; THENCE ALONG ARC OF SAID CURVE 188.4 FEET; THENCE NORTH 1 DEGREES 9 MINUTES EAST 386.5 FEET (BEING THE EAST LINE OF SAID SECTION 3); THENCE NORTH 21 DEGREES 35 MINUTES 30 SECONDS WEST 572.8 FEET TO THE NORTH LINE OF THE SAID SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE ALONG SAID NORTH LINE WEST 945.1 FEET TO THE POINT OF BEGINNING.

SURVEYORS DESCRIPTION

A PARCEL OF LAND IN THE SOUTH ½ OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3, AS SHOWN ON THE DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT NUMBER 69104; RUN THENCE S 00°39'09" E ALONG THE WEST BOUNDARY LINE OF THE OF FLORIDA DAYS PHASE 1, AS RECORDED IN MAP BOOK 54, PAGES 108 THROUGH 111, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, FOR A DISTANCE OF 1322.01 FEET TO THE SOUTH WEST CORNER OF SAID FLORIDA DAYS PHASE 1, SAID BEING THE NORTHWEST CORNER OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 89°01'51" E ALONG THE SOUTH LINE OF THE SAID FLORIDA DAYS PHASE 1, AND THE SAME BEING THE SOUTH LINE OF FLORIDA DAYS PHASE II, AS RECORDED IN MAP BOOK 54, PAGES 108 THROUGH 111, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, FOR A DISTANCE OF 1559.62 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N 89°01'51" E ALONG THE SOUTH LINE OF SAID FLORIDA DAYS PHASE II, FOR A DISTANCE OF 543.85 FEET TO THE SOUTHWEST CORNER OF FLORIDA DAYS PHASE III, AS RECORDED IN MAP BOOK 59, PAGES 46 THROUGH 48, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE CONTINUE N 89°01'51" E ALONG THE SOUTH LINE OF SAID FLORIDA DAYS PHASE III, FOR A DISTANCE OF 395.30 FEET; THENCE S 21°47'24" E FOR A DISTANCE OF 517.02 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE S 01°10'24" E ALONG THE SAID EAST LINE OF SECTION 3, FOR A DISTANCE OF 450.67 FEET TO POINT ON THE NORTH RIGHT OF WAY LINE OF TURNBULL BAY ROAD (A COUNTY MAINTAINED PRESCRIPTIVE RIGHT-OF-WAY ESTABLISHED BY WILLIAM E. SWOOPE SURVEY PREPARED IN 1970, SAID POINT BEING ON A CURVE CONCAVE NORTHERLY AND TO THE RIGHT, HAVING AN RADIUS OF 1323.40 FEET, A CENTRAL ANGLE OF 7°28'06", A CHORD BEARING OF N 80°03'07" W, A CHORD DISTANCE OF 172.38 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 172.50 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N 76°19'04" W FOR A DISTANCE OF 410.00 FEET TO A CURVE CONCAVE SOUTHERLY AND TO THE LEFT, HAVING A RADIUS OF 1437.80 FEET, A CENTRAL ANGLE OF 23°12'00", AN CHORD BEARING OF N 87°55'04" W, A CHORD DISTANCE OF 578.22 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 582.19 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S 80°28'56" W FOR A DISTANCE OF 6.69 FEET; THENCE N 00°55'37" E LEAVING THE SAID NORTH RIGHT OF WAY OF TURNBULL BAY FOR A DISTANCE OF 768.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 20.288 ACRES MORE OR LESS.

GENERAL NOTES AND REPORT:

1. BEARING BASE N 89°01'51" E ALONG THE SOUTH LINE OF FLORIDA DAYS PHASE III.
2. LEGAL DESCRIPTION SHOWN PER OR 7135, PAGE 670. SURVEYORS DESCRIPTION NEW BY UNDERSIGNED TO THE NORTH LINE OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 3, AS CALLED FOR IN THE ORIGINAL DEEDS.
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 VOLUSIA , NUMBER 125155, PANEL NUMBER 12127C0540 J, DATED: 09/29/2017. THE PROPERTY IS IN FLOOD ZONE "X" , "X ORANGE" AND "FLOOD ZONE "AE" AND THE BASE FLOOD ELEVATION IS 5 FEET NAVD 1988 DATUM.
5. TRAVERSE CLOSURE WAS GRATER THAN 1 :10,000 AS REQUIRED FOR THIS TYPE OF SURVEY.
6. DATA SOURCES: VERTICAL DATA SHOWN. BENCH MARK REFERENCE UNITED STATES COASTAL GEODETIC DISK STAMPED X 225 1964, ELEVATION OF 6.45 FEET NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).
7. MEASUREMENT METHODS: HORIZONTAL AND VERTICAL MEASURES MADE BY ONE OR MORE OF THE FOLLOWING INSTRUMENTS: SOKKIA GRX1 GPS, FC500 DATA COLLECTOR USING TOPSURV VERSION 8, MC 5 DATA COLLECTOR USING C4G SOFTWARE, TOPCON INSTRUMENTS GPT-3003W, AT-G2 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. SEE UPHAM FILE D-208 FOR ADDITIONAL INFORMATION.
   ALSO SEE UPHAM INC FILE E-116, DATED SEPTEMBER 06, 2007. WETLANDS SHOWN TAKEN FROM REFERENCED SURVEY AND ADJUSTED BEARINGS TO MATCH CURRENT BASIS OF BEARINGS. NORTH LINES OF WETLANDS ADJUSTED TO CONNECT TO CURRENT NORTH BOUNDARY LINE. WETLANDS LINE FLAGGED BY BIOLOGICAL CONSULTING SERVICES, INC. WETLANDS LINE REVIEWED AND APPROVED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REPRESENTATIVES, SAMANTHA DANIEL AND ABBIE KHOUNEVIXAY ON OCTOBER 4, 2019.
9. LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT NEW 02/09/2017. GASE LINE EASEMENT OR 619, PAGE 720, DRAINAGE EASEMENT OR 1208 PGE 29, PROVIED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FILE: 3150853, POLICY NO: OXFL-0836703, DATED : JUNE 30, 2015.
10. THE RIGHT OF WAY OF TURNBULL BAY SURVEYED BY DEED ON THIS SURVEY. COUNTY ROAD 4093 STATIONS AND STATE PLANE COORDINATES TAKEN FROM MAINTANCE MAPS PROJECT 5757, DRAWING 2450, SHEETS 10 AND 11. DATED 08-16-2020. ESTABLISHED ONE FOOT SOUTH OF THE EXISTING FENCE.

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 OWNERS 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.

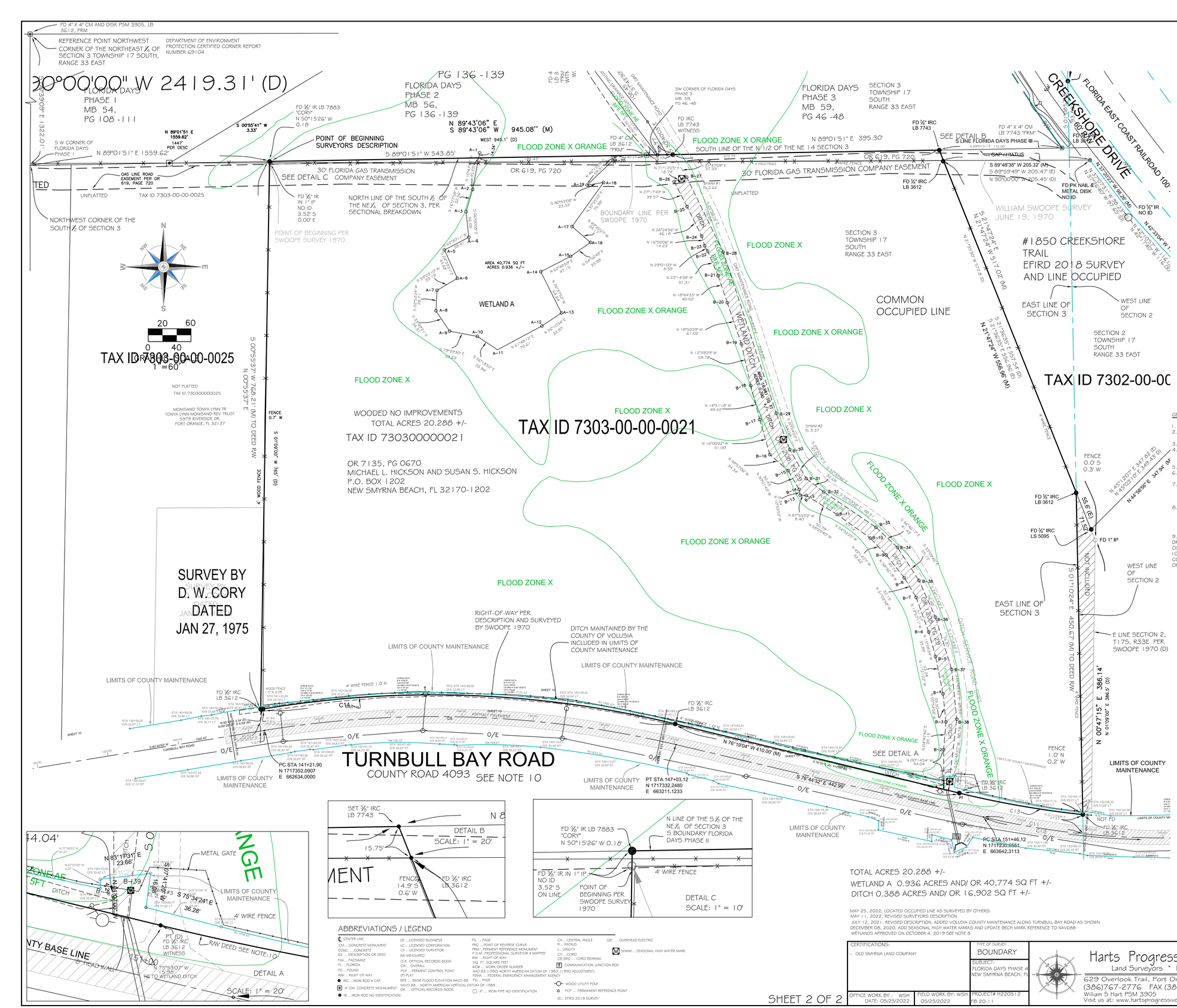
D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. ADDITIONAL SEALED ORIGINALS MAY BE PURCHASED UP TO SIX MONTHS AFTER THE DATE OF THE INVOICE. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED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

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
   I. 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.
   3. 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.
   4.) 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.
   5.) 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.

TURNBULL BAY ROAD CURVE DATA

CURVE NO.	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	LENGTH
8	1475.00'	22°34'38"	S 88°01'51" E	577.46'	581.22'
9	1510.00'	22°33'08"	S 88°01'06" E	590.52'	594.35'
10	1065.00'	7°09'13"	S 80°19'09" E	132.88'	132.97'
11	1100.00'	7°23'11"	S 80°26'08" E	141.71'	141.81'
12	1100.00'	17°13'53"	S 85°21'29" E	329.57'	330.82'
13	1323.4' (D) 1323.40' (M)	17°45' (D) 7°28'06" (M)	S 80°03'07"E (M)	172.38' (M)	188.4' (D) 172.50'(M)
14	1437.80' (D) 1437.80' (M)	23°12' (D) 23°12'00" (M)	S 87°55'04"E (M)	578.22'(M)	582.2'(D) 582.19' (M)



CERTIFICATIONS: ... OLD SMYRNA LAND COMPANY

OFFICE WORK BY : WSH DATE: 05/25/2022 | FIELD WORK BY: WSH 05/25/2022

TYPE OF SURVEY: BOUNDARY

SUBJECT: FLORIDA DAYS PHASE 4 NEW SMYRNA BEACH, FL

PROJECT # H220512

FB 20-11

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

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THE FORGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J-17, EFFECTIVE DATE JULY 1, 2018, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

05/25/2022
PSM 3905
WILLIAM S HART

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED SHALL BE AT YOUR RISK.

FILE: NEW SMYRNA BEACH FLORIDA DAYS P4

Exhibit "B"

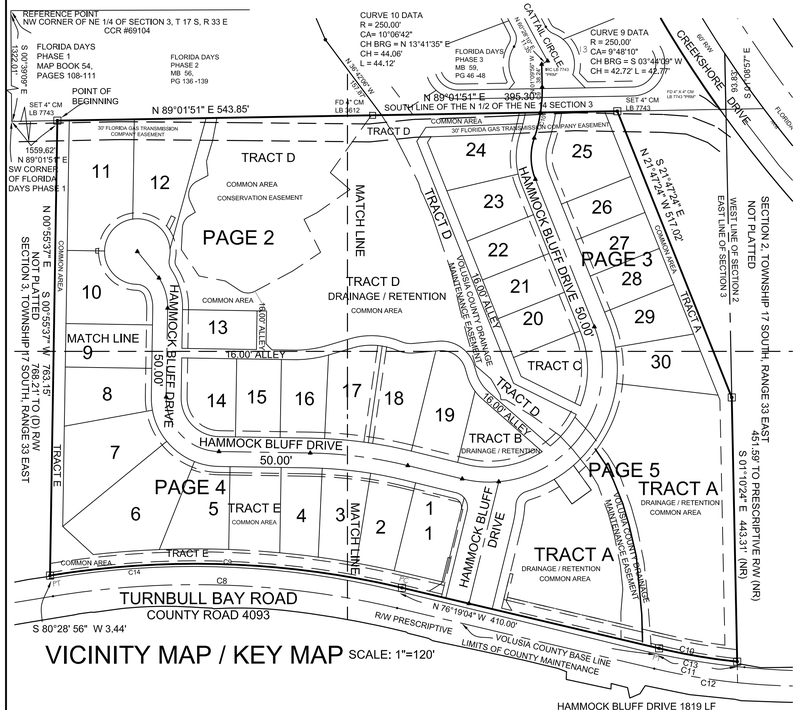
FLORIDA DAYS PHASE 4

A PARCEL OF LAND IN THE SOUTH ½ OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA IN THE CITY OF NEW SMYRNA BEACH.

A PARCEL OF LAND IN THE SOUTH ½ OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3, AS SHOWN ON THE DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT NUMBER 69104; RUN THENCE S 00°39'09" E ALONG THE WEST BOUNDARY LINE OF FLORIDA DAYS PHASE 1, AS RECORDED IN MAP BOOK 54, PAGES 108 THROUGH 111, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, FOR A DISTANCE OF 1322.01 FEET TO THE SOUTH WEST CORNER OF SAID FLORIDA DAYS PHASE 1, SAID BEING THE NORTHWEST CORNER OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 89°01'51" E ALONG THE SOUTH LINE OF THE SAID FLORIDA DAYS PHASE 1, AND THE SAME BEING THE SOUTH LINE OF FLORIDA DAYS PHASE II, AS RECORDED IN MAP BOOK 54, PAGES 108 THROUGH 111, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, FOR A DISTANCE OF 1559.62 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N 89°01'51" E ALONG THE SOUTH LINE OF SAID FLORIDA DAYS PHASE II, FOR A DISTANCE OF 543.85 FEET TO THE SOUTHWEST CORNER OF FLORIDA DAYS PHASE III, AS RECORDED IN MAP BOOK 59, PAGES 46 THROUGH 48, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE CONTINUE N 89°01'51" E ALONG THE SOUTH LINE OF SAID FLORIDA DAYS PHASE III, FOR A DISTANCE OF 395.30 FEET; THENCE S 21°47'24" E FOR A DISTANCE OF 517.02 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE S 01°10'24" E ALONG THE SAID EAST LINE OF SECTION 3, FOR A DISTANCE OF 450.67 FEET TO POINT ON THE NORTH RIGHT OF WAY LINE OF TURNBULL BAY ROAD (A COUNTY MAINTAINED PRESCRIPTIVE RIGHT-OF-WAY ESTABLISHED BY WILLIAM E. SWOOPE SURVEY PREPARED IN 1970, SAID POINT BEING ON A CURVE CONCAVE NORTHERLY AND TO THE RIGHT, HAVING A RADIUS OF 1323.40 FEET, A CENTRAL ANGLE OF 7°28'06", A CHORD BEARING OF N 80°03'07" W, A CHORD DISTANCE OF 172.38 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 172.50 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N 76°19'04" W FOR A DISTANCE OF 410.00 FEET TO A CURVE CONCAVE SOUTHERLY AND TO THE LEFT, HAVING A RADIUS OF 1437.80 FEET, A CENTRAL ANGLE OF 23°12'00", AN CHORD BEARING OF N 87°55'04" W, A CHORD DISTANCE OF 578.22 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 582.19 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S 80°28'56" W FOR A DISTANCE OF 6.69 FEET; THENCE N 00°55'37" E LEAVING THE SAID NORTH RIGHT OF WAY OF TURNBULL BAY FOR A DISTANCE OF 768.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 20.288 ACRES MORE OR LESS.



VICINITY MAP / KEY MAP SCALE: 1"=120'

BUILDING SETBACK REQUIREMENTS:

FRONT ____ 15.00 FEET
REAR ____ 10.00 FEET
SIDE ____ 7.50 FEET
SIDE CORNER LOT 7.50 FEET

ABBREVIATIONS / LEGEND

- PCP NAIL & BRASS DISK LB 7743
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- CA CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE
- FP&L CO FLORIDA POWER & LIGHT COMPANY
- LB LICENSED BUSINESS
- CME... CURVE MAINTENANCE EASEMENT DATA
- FD FOUND
- CM CONCRETE MONUMENT
- CCR ... CERTIFIED CORNER RECORD
- MB MAP BOOK
- BK BOOK
- OR OFFICIAL RECORDS BOOK
- PG PAGE
- ID IDENTIFICATION
- SET 4" CONCRETE MONUMENT LB 7743 "PRM"
- FD 4" CONCRETE MONUMENT LB 3612 "PRM"
- R/W RIGHT OF WAY
- (NR) NON RADIAL
- (P) PLAT
- (M) MEASURED
- (R) RADIAL
- (D) DEED AND OR DESCRIPTION
- PI POINT OF INTERSECTION
- PCC POINT OF COMPOUND CURVE
- ℄ CENTERLINE
- PT POINT OF TANGENCY
- PC POINT OF CURVE
- OR OFFICIAL RECORD BOOK

HAMMOCK BLUFF DRIVE 1819 LF

AREAS
TRACT A - E 8.950 ACRES
STREETS & ALLEYS 2.902 ACRES
ADDITIONAL R/W 0.186 ACRES
LOTS TOTAL 8.250 ACRES
TOTAL AREA 20.288 ACRES MORE OR LESS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

GENERAL NOTES:
1. NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, IN ACCORDANCE WITH CHAPTER 177. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING BASE N 89°01'51" E ALONG THE SOUTH LINE OF FLORIDA DAYS PHASE 2, AS RECORDED IN MAP BOOK 56, PAGES 136-139.
4. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
5. THE FLORIDA DAYS HOMEOWNERS ASSOCIATION, INC, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF NEW SMYRNA BEACH, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORM WATER MANAGEMENT SYSTEMS, THE CITY OF NEW SMYRNA BEACH SHALL BE ENTITLED TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES; AND, SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY.
6. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FLORIDA DAY IS RECORDED IN OFFICIAL RECORDS BOOK 6091, PAGE 2013 AND THE SUPPLEMENTAL RESTRICTIONS IS RECORDED AT OFFICIAL RECORD BOOK 7113, PAGE 2345 AND FIRST AMENDMENT RECORDED IN OFFICIAL RECORD BOOK 7154, PAGE 2180 AND SECOND SUPPLEMENTAL RESTRICTIONS IN OFFICIAL RECORDS BOOK 7439, PAGE 746, FIFTH AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 7867, PAGE 454, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
7. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.27/12=3.280833333333 EQUATION FOR CONVERSION FROM U.S. FOOT TO METERS.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THE PLAT. FRONT LOT LINE(S) (STREET FRONTAGE) 10.00 FEET WIDE.
9. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICE OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
10. THE COMMON AREAS GRANTED TO THE FLORIDA DAYS HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIED HEREON OR GRANTED IN ACCORDANCE WITH THE FLORIDA DAYS HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
11. THE FLORIDA DAYS HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTAINING ALL STREETS, ALLEYS, ALL LANDSCAPING, SIGNS AND IRRIGATION IN THE COMMON AREAS.
12. UTILITIES SHALL INCLUDE BUT NOT LIMITED TO POTABLE WATER, SANITARY SEWER, RECLAIMED WATER, STORM DRAINAGE, TELEPHONE, CABLE TV, ELECTRIC, TELECOMMUNICATIONS, SECURITY AND NATURAL GAS.
13. VEGETATION BUFFERS SHALL REMAIN IN ITS NATURAL CONDITION AND SHALL NOT BE REQUIRED TO HAVE IRRIGATION. REFER TO FLORIDA DAYS CONVENANTS AND RESTRICTION PER OFFICIAL RECORD BOOK 6091, PAGE 2013 AND THE SUPPLEMENTAL DECLARATION IS RECORDED AT OFFICIAL RECORD BOOK 7113, PAGE 2345, FIRST AMENDMENT OR 7154, PG 2180 AND SECOND SUPPLEMENT RESTRICTIONS OR 7439, PG 746. FIFTH AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 7867, PAGE 454, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. SMALL LOTS: MAXIMUM BUILDING 40%, IMPERVIOUS 60% COVERAGE.
15. ALL PRMS, PCP'S, AND LOT CORNERS WILL BE SET AFTER STREET AND ALLEY CONSTRUCTION.

TURNBULL BAY ROAD CURVE DATA

CURVE NO.	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	LENGTH
8	1475.00'	22°34'38"	S 88°01'51" E	577.46'	581.22'
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14	1437.80'	23°12'00"	N 87°55'04" W	578.22'	582.19'

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY:

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA, STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS
FOR THE FIRM BY

_____ DATE:_____
WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR AND MAPPER No, 5381, LB # 8011
110 W, INDIANA AVE, SUITE 200
DELAND, FL 32720

PHONE: 321-354-9854

CERTIFICATE OF APPROVAL BY CITY ATTORNEY

THIS IS TO CERTIFY THAT ON _____ THIS PLAT WAS APPROVED.
BY:

CITY ATTORNEY _____

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
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MAP BOOK PAGE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT OLD SMYRNA LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED FLORIDA DAYS PHASE 4, LOCATED IN THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED, DEDICATES TRACT D CONSERVATION EASEMENT FOR CONSERVATION WITH THE EXCEPTION OF THE ACCESS UPON AND THROUGH THE AREA OF THE FLORIDA GAS TRANSMISSION EASEMENT AS SHOWN HEREON, DEDICATES ADDITIONAL RIGHT OF WAY OF TURNBULL BAY ROAD TO THE PUBLIC, DEDICATES THE STREET HAMMOCK BLUFF DRIVE, ALLEYS, COMMON AREAS, RECREATION AREAS, STORM WATER DRAINAGE RETENTION AREA DRAINAGE EASEMENTS, TO THE FLORIDA DAYS HOMEOWNERS ASSOCIATION, INC. AND ALL POTABLE WATER, SANITARY SEWER AND LIFT STATION, RECLAIMED WATER, AND ELECTRICAL SYSTEMS AND/OR THEIR EASEMENTS, ALONG WITH EASEMENT A AND TRACK F TO THE UTILITIES COMMISSION OF THE CITY OF NEW SMYRNA BEACH, AND FURTHER DEDICATE TO THE CITY OF NEW SMYRNA BEACH AN ACCESS EASEMENT FOR EMERGENCY AND OTHER GOVERNMENT SERVICES OVER HAMMOCK BLUFF DRIVE AND ALL DRAINAGE, UTILITY, AND MAINTENANCE, EASEMENTS ON THIS PLAT, ALL LOTS, PARCELS AND OTHER AREAS SHOWN OR DEPICTED HEREON AS COMMON AREAS AND ALL DRAINAGE EASEMENTS ARE HEREBY GRANTED TO THE FLORIDA DAYS HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSES DEPICTED ON THE SUBDIVISION PLANS APPROVED BY THE CITY OF NEW SMYRNA BEACH, FLORIDA, AND FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES. STORM WATER RUNOFF FROM THE ACCESS EASEMENT IS ALLOWED TO ENTER THE RETENTION AREAS THAT ARE MAINTAINED BY THE HOMEOWNERS ASSOCIATION, IN WITNESS WHEREOF, OLD SMYRNA LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED, ATTESTED, AND SEALED BY THOSE NAMED BELOW ON THIS

IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW AND ITS CORPORATE SEAL TO AFFIXED HERETO ON THE ___ DAY OF _____ 2022.

BY _____
PRINTED NAME MICHAEL L HICKSON
TITLE CHIEF EXECUTIVE OFFICER FOR OLD SMYRNA LAND COMPANY, LLC,
STATE OF FLORIDA, COUNTY OF VOLUSIA,

I HERBY CERTIFY, THANT ON THIS DAY, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____DAY OF _____ 2022, BY _____, ON BEHALF OF SAID CEO, THAT BEFORE ME BY MEANS OF
( ) PHYSICAL PRESENCE OR
( ) ONLINE NOTARIZATION, HE/SHE IS PERSONALLY KNOWN TO ME OR PRODUCED _____ AS IDENTIFICATION .

_____ COMMISSION NO. _____
SIGNITURE OF NOTARY PUBLIC

_____ MY COMMISSION EXPIRES _____
PRINTED NAME OF NOTARY PUBLIC
NOTARY PUBLIC, STATE FO FLORIDA

JOINDER AND CONSENT TO DEDICATION

_____ BANK, A _____ HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, LIEN OR OTHER ENCUMBRANCE UPON THE PROPERTY SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED FLORIDA DAYS PHASE 4, LOCATED IN THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA,

FRIENDS BANK, HEREBY JOINS IN AND CONSENTS TO THE DEDICATION OF THE LANDS AND PLAT AND AGREES THAT ITS MORTGAGE, LIEN OR OTHER ENCUMBRANCE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, AND LAST MODIFIED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE SAID DEDICATION. IN WITNESS WHEREOF FRIENDS BANK, HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ITS SEAL AFFIXED BY ITS DULY AUTHORIZED OFFICERS

THIS _____ DAY OF _____ . 2022 WITNESS

BY: _____ ATTEST: _____

_____ _____
(PRINTED NAME) (PRINTED NAME)
TITLE: _____ TITLE: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2022, BY _____, _____ AND

I HERBY CERTIFY, THANT ON THIS DAY, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____DAY OF _____ 2022, BY _____, ON BEHALF OF SAID CEO, THAT BEFORE ME BY MEANS OF
( ) PHYSICAL PRESENCE OR
( ) ONLINE NOTARIZATION, HE/SHE IS PERSONALLY KNOWN TO ME OR PRODUCED _____ AS IDENTIFICATION .

_____ COMMISSION NO. _____
SIGNITURE OF NOTARY PUBLIC

_____ MY COMMISSION EXPIRES _____
PRINTED NAME OF NOTARY PUBLIC
NOTARY PUBLIC, STATE FO FLORIDA

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES IN FORM, WITH ALL REQUIREMENTS STATED IN CHAPTER 177 PART 1, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON THE

____ DAY OF _____ 2022 AT _____ A.M. / P.M.

_____ FILE No, _____ CLERK OF CIRCUIT COURT VOLUSIA COUNTY, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF NEW SMYRNA BEACH

THIS IS TO CERTIFY THAT ON _____ , THE FOREGOING PLAT WAS APPROVED BY THE CITY OF NEW SMYRNA BEACH, FLORIDA.

MAYOR: _____ _____
PRINTED NAME SIGNATURE

CITY CLERK: _____ _____
PRINTED NAME SIGNATURE

CERTIFICATE OF SURVEYOR:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT A BOUNDARY SURVEY WAS PREPARED IN PREPARING THIS PLAT, THEREIN DESCRIBED AND PLATTED: THAT THE PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177 PART I, FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN THE CITY OF NEW SMYRNA BEACH, FLORIDA.

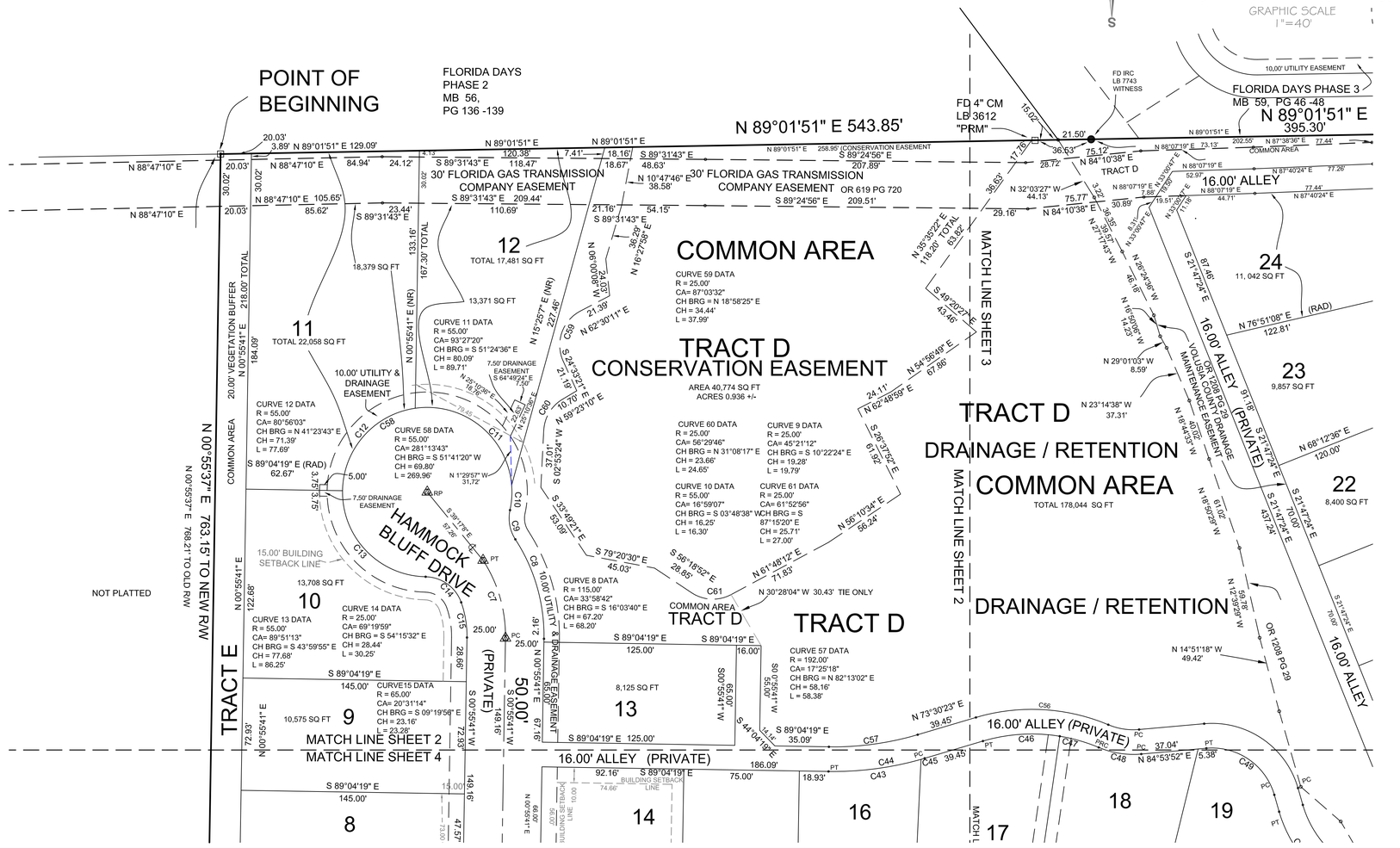
WILLIAM S HART DATE:
PROFESSIONAL SURVEYOR AND MAPPER NO. 3905

HART'S PROGRESSIVE ENTERPRISE INC LB #7743
629 OVERLOOK TRAIL
PORT ORANGE, FLORIDA, 32127

FLORIDA DAYS PHASE 4

MAP BOOK PAGE

A PARCEL OF LAND IN THE SOUTH ½ OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA IN THE CITY OF NEW SMYRNA BEACH,



ABBREVIATIONS / LEGEND

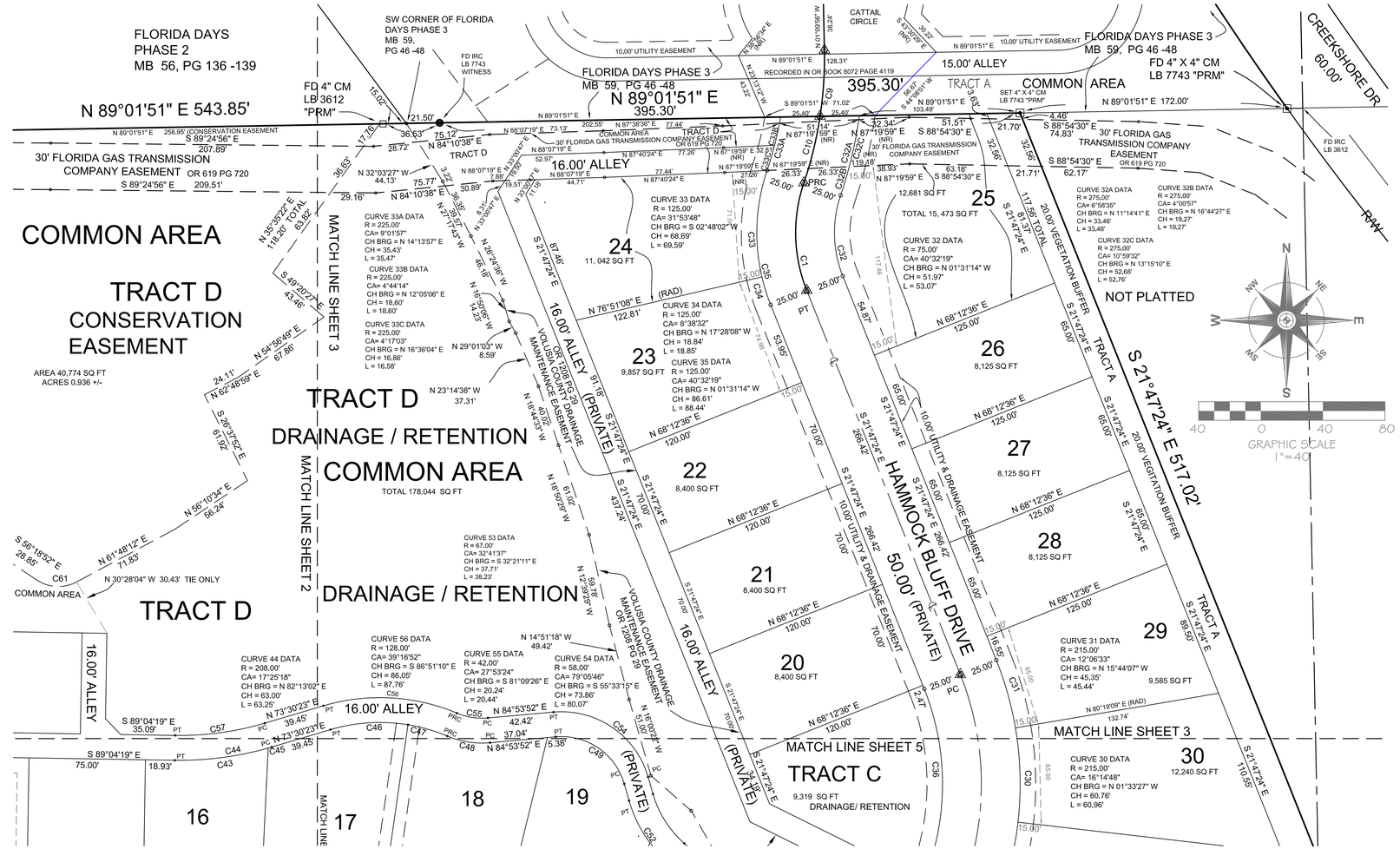
- PCP NAIL & BRASS DISK LB 7743
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- CA CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE
- FP&L CO FLORIDA POWER & LIGHT COMPANY
- LB LICENSED BUSINESS
- CME... CURVE MAINTENANCE EASEMENT DATA
- PCC POINT OF COMPOUND CURVE
- ℄ CENTER LINE
- MB MAP BOOK
- BK BOOK
- OR OFFICIAL RECORDS BOOK
- PG PAGE
- ID IDENTIFICATION
- ● SET 4" CONCRETE MONUMENT LB 7743 "PRM"
- □ FD 4" CONCRETE MONUMENT LB 3612 "PRM"
- R/W RIGHT OF WAY
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FLORIDA DAYS PHASE 4

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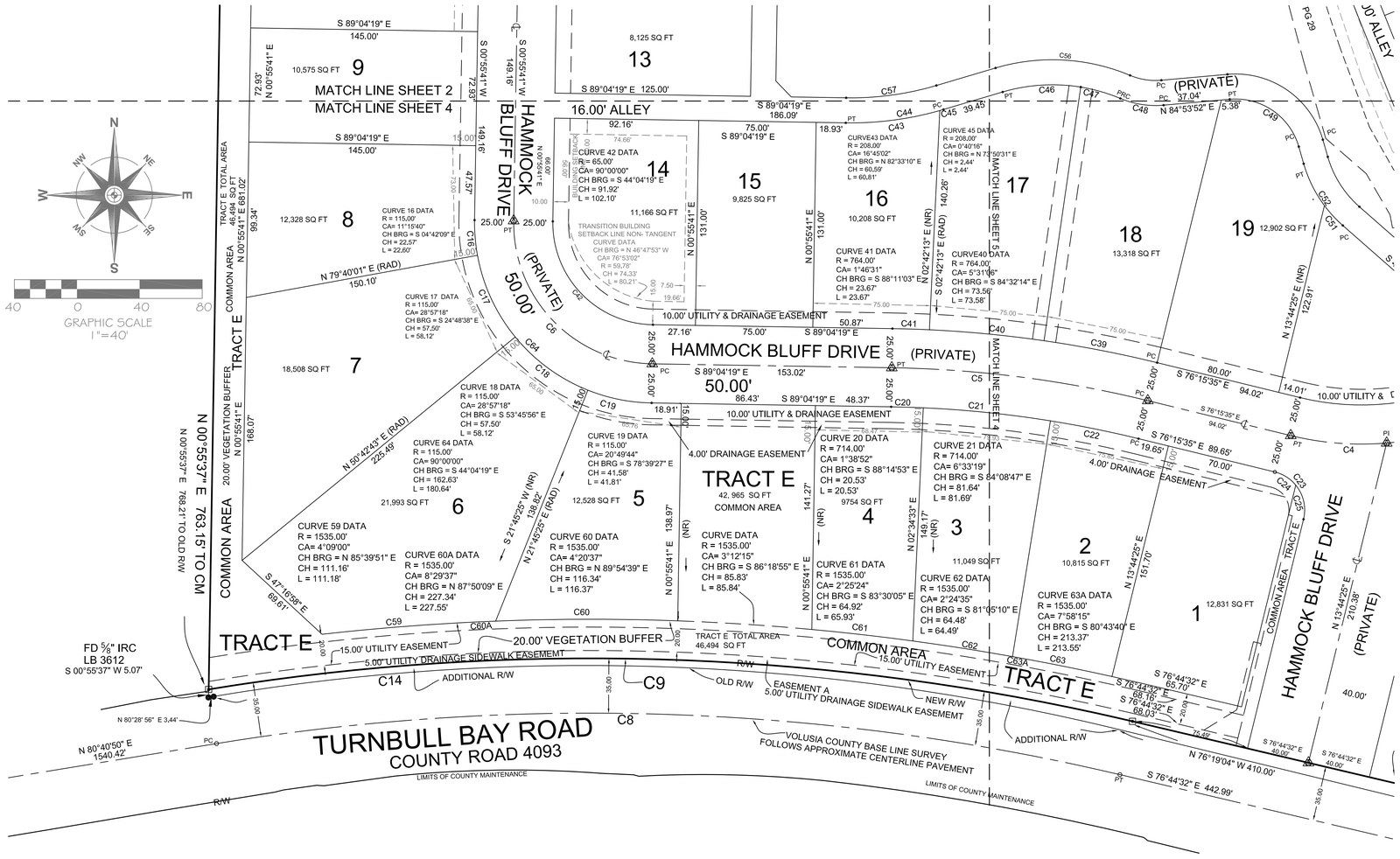
A PARCEL OF LAND IN THE SOUTH ½ OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA IN THE CITY OF NEW SMYRNA BEACH,


FLORIDA DAYS PHASE 2 MB 56, PG 136 -139
SW CORNER OF FLORIDA DAYS PHASE 3 MB 59, PG 46 -48
FD IRC LB 7743 WITNESS
FD 4" CM LB 3612 "PRM"
N 89°01'51" E 543.85'
FLORIDA DAYS PHASE 3 MB 59, PG 46 -48
N 89°01'51" E 395.30'
RECORDED IN OR BOOK 8072 PAGE 4119
395.30'
CATTAIL CIRCLE
15.00' ALLEY
TRACT A
COMMON AREA
SET 4" X 4" CM LB 7743 "PRM"
FLORIDA DAYS PHASE 3 MB 59, PG 46 -48
FD 4" X 4" CM LB 7743 "PRM"
CREEKSHORE DR 60.00'
N 89°01'51" E 172.00'
10.00' UTILITY EASEMENT
30' FLORIDA GAS TRANSMISSION COMPANY EASEMENT OR 619 PG 720
S 89°24'56" E 207.89'
S 89°24'56" E 209.51'
N 89°01'51" E 258.95' (CONSERVATION EASEMENT
COMMON AREA
TRACT D
CONSERVATION EASEMENT
AREA 40,774 SQ FT
ACRES 0.936 +/-
TRACT D
DRAINAGE / RETENTION
COMMON AREA
TOTAL 178,044 SQ FT
TRACT D
DRAINAGE / RETENTION
16.00' ALLEY
16.00' ALLEY (PRIVATE)
MATCH LINE SHEET 3
MATCH LINE SHEET 2
MATCH LINE SHEET 5
VOLUSIA COUNTY DRAINAGE MAINTENANCE EASEMENT OR 1208 PG 29
HAMMOCK BLUFF DRIVE 50.00' (PRIVATE)
10.00' UTILITY & DRAINAGE EASEMENT
20.00' VEGETATION BUFFER
S 21°47'24" E 517.02'
NOT PLATTED
GRAPHIC SCALE 1"=40'
24
11,042 SQ FT
23
9,857 SQ FT
22
8,400 SQ FT
21
8,400 SQ FT
20
8,400 SQ FT
25
TOTAL 15, 473 SQ FT
12,681 SQ FT
26
8,125 SQ FT
27
8,125 SQ FT
28
8,125 SQ FT
29
9,585 SQ FT
30
12,240 SQ FT
TRACT C
9,319 SQ FT
DRAINAGE/ RETENTION
16
17
18
19
CURVE 33A DATA R = 225.00' CA= 9°01'57" CH BRG = N 14°13'57" E CH = 35.43' L = 35.47'
CURVE 33B DATA R = 225.00' CA= 4°44'14" CH BRG = N 12°05'06" E CH = 18.60' L = 18.60'
CURVE 33C DATA R = 225.00' CA= 4°17'03" CH BRG = N 16°36'04" E CH = 16.86' L = 16.58'
CURVE 33 DATA R = 125.00' CA= 31°53'48" CH BRG = S 02°48'02" W CH = 68.69' L = 69.59'
CURVE 34 DATA R = 125.00' CA= 8°38'32" CH BRG = N 17°28'08" W CH = 18.84' L = 18.85'
CURVE 35 DATA R = 125.00' CA= 40°32'19" CH BRG = N 01°31'14" W CH = 86.61' L = 88.44'
CURVE 32 DATA R = 75.00' CA= 40°32'19" CH BRG = N 01°31'14" W CH = 51.97' L = 53.07'
CURVE 32A DATA R = 275.00' CA= 6°58'35" CH BRG = N 11°14'41" E CH = 33.46' L = 33.48'
CURVE 32B DATA R = 275.00' CA= 4°00'57" CH BRG = N 16°44'27" E CH = 19.27' L = 19.27'
CURVE 32C DATA R = 275.00' CA= 10°59'32" CH BRG = N 13°15'10" E CH = 52.68' L = 52.76'
CURVE 31 DATA R = 215.00' CA= 12°06'33" CH BRG = N 15°44'07" W CH = 45.35' L = 45.44'
CURVE 30 DATA R = 215.00' CA= 16°14'48" CH BRG = N 01°33'27" W CH = 60.76' L = 60.96'
CURVE 53 DATA R = 67.00' CA= 32°41'37" CH BRG = S 32°21'11" E CH = 37.71' L = 38.23'
CURVE 44 DATA R = 208.00' CA= 17°25'18" CH BRG = N 82°13'02" E CH = 63.00' L = 63.25'
CURVE 56 DATA R = 128.00' CA= 39°16'52" CH BRG = S 86°51'10" E CH = 86.05' L = 87.76'
CURVE 55 DATA R = 42.00' CA= 27°53'24" CH BRG = S 81°09'26" E CH = 20.24' L = 20.44'
CURVE 54 DATA R = 58.00' CA= 79°05'46" CH BRG = S 55°33'15" E CH = 73.86' L = 80.07'
N 30°28'04" W 30.43' TIE ONLY
N 14°51'18" W 49.42'
N 84°53'52" E 42.42'
N 84°53'52" E 37.04'
N 84°10'38" E 75.12'
N 84°10'38" E 75.77'
N 84°10'38" E 29.16'
S 89°04'19" E 35.09'
S 89°04'19" E 75.00'
S 89°04'19" E 18.93'
N 68°12'36" E 125.00'
S 21°47'24" E 117.56' TOTAL
S 21°47'24" E 81.37'
S 21°47'24" E 36.19'
N 23°14'38" W 37.31'
N 29°01'03" W 8.59'
N 16°50'29" W 61.02'
N 16°50'29" W 59.78'
N 16°50'29" W 51.00'
N 76°51'08" E (RAD) 122.81'
N 80°19'09" E (RAD) 132.74'
S 21°47'24" E 266.42'
S 21°47'24" E 43.24'
S 21°47'24" E 89.50'
S 21°47'24" E 110.95'
S 21°47'24" E 87.46'
S 21°47'24" E 97.18'
S 21°47'24" E 70.00'
S 21°47'24" E 70.00'
S 21°47'24" E 70.00

MAP BOOK PAGE

FLORIDA DAYS PHASE 4

A PARCEL OF LAND IN THE SOUTH ½ OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA IN THE CITY OF NEW SMYRNA BEACH,



SCALE: 1" = 40'

BUILDING SETBACK REQUIREMENTS:

FRONT ___ 15.00 FEET
REAR ___ 10.00 FEET
SIDE ___ 7.50 FEET
SIDE CORNER LOT AS SHOWN

TURNBULL BAY ROAD CURVE DATA

CURVE NO.	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	LENGTH
8	1475.00'	22°34'38"	S 88°01'51" E	577.46'	581.22'
9	1510.00'	22°33'08"	S 88°01'06" E	590.52'	594.35'
14	1437.80'	23°12'00"	N 87°55'04" W	578.22'	582.19'

CENTER LINE CURVE TABLE

CURVE NO.	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	LENGTH
4	190.00'	18°36'39"	S 85°33'54" E	61.44'	61.72'
5	739.00'	12°48'44"	S 82°39'57" E	164.91'	165.25'
6	90.00'	90°00'00"	S 44°04'19" E	127.28'	141.37'

ABBREVIATIONS / LEGEND

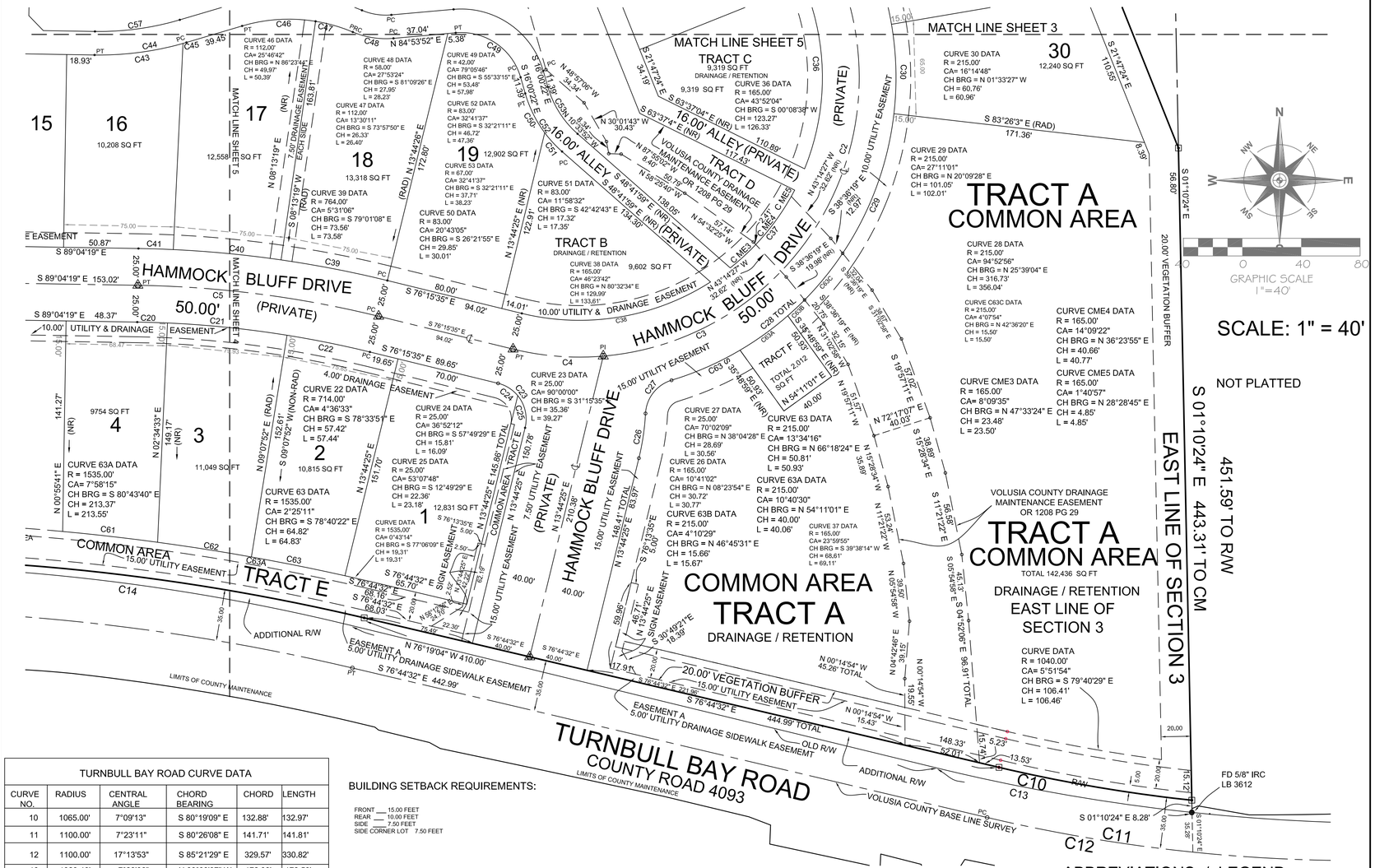
- PCP NAIL & BRASS DISK LB 7743
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FLORIDA DAYS PHASE 4

MAP BOOK	PAGE

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TURNBULL BAY ROAD CURVE DATA

CURVE NO.	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	LENGTH
10	1065.00'	7°09'13"	S 80°19'09" E	132.88'	132.97'
11	1100.00'	7°23'11"	S 80°26'08" E	141.71'	141.81'
12	1100.00'	17°13'53"	S 85°21'29" E	329.57'	330.82'
13	1323.40'	7°28'06"	N 80°03'07" W	172.38'	172.50'
14	1437.80'	23°12'00"	N 87°55'04" W	578.22'	582.19'

BUILDING SETBACK REQUIREMENTS:

FRONT ___ 15.00 FEET
REAR ___ 10.00 FEET
SIDE ___ 7.50 FEET
SIDE CORNER LOT 7.50 FEET

CENTER LINE CURVE TABLE

CURVE NO.	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	LENGTH
2	190.00'	125°31'49"	N 40°58'31" E	337.87'	416.27'
3	190.00'	106°55'10"	N 31°40'11" E	305.31'	354.56'
4	190.00'	18°36'39"	S 85°33'54" E	61.44'	61.72'
5	739.00'	12°48'44"	S 82°39'57" E	164.91'	165.25'

ABBREVIATIONS / LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
CA CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
CH CHORD DISTANCE
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MB MAP BOOK
BK BOOK

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CONSTRUCTION NOTES:
1. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CLEARING
2. THE CONTRACTOR SHALL REVIEW AND MAINTAIN A COPY OF THE SJRWMD PERMIT ON SITE.
3. THE CONTRACTOR MUST CONSTRUCT AND MAINTAIN A PERMANENT PROTECTIVE COVER FOR EROSION AND SEDIMENT CONTROL ON ALL LAND SURFACES EXPOSED OR DISTURBED BY CONSTRUCTION OF THE PERMITTED PROJECT. SAID COVER MUST BE INSTALLED WITHIN 14 DAYS AFTER FINAL GRADING OF THE AFFECTED LAND SURFACE. A PERMANENT VEGETATIVE COVER MUST BEESTABLISHED WITHIN 60 DAYS OF IT'S INSTALLATION.
4. ALL AREAS TO BE DISTURBED WILL HAVE SILT FENCES AROUND THE PERIMETER OR OTHER EROSION CONTROLTO PROHIBIT EROSION AND SEDIMENT FROM DISCHARGING OFFSITE.
5. SWALES, BERMS AND GRASSED AREAS WILL BE MOWED AS NECESSARY AND ARE TO BE CHECKED PERIODICALLY FOR EROSION. ALL AREAS ARE TO BE REPAIRED/ MAINTAINED BY THE CONTRACTOR.
6. ELEVATIONS REFER TO NAVD 1988 DATUM AS SHOWN ON THE SURVEY.
7. SEE SOIL BORINGS FOR EXISTING SOIL DATA
8. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SODDED OR SEEDED WITH STRAW MULCH.
9. ALL EXISTING TREES ON SITE THAT ARE TO BE PRESERVED WILL BE PROTECTED BY THE USE OF SILT FENCES THAT ARE ERECTED AND MAINTAINED THROUGHOUT SUBDIVISION CONSTRUCTION.
10. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH
    A. THE CITY OF NEW SMYRNA BEACH SPECIFICATIONS
    B. THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION.
    C. THE FDOT "STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION
    D. "ELECTRIC SERVICE RULES AND STANDARDS", LATEST EDITION OF THE UTILITIES COMMISSION OF THE CITY OF NEW SMYRNA BEACH
    E. "POTABLE WATER RULES, DESIGN AND CONSTRUCTION SPECIFICATIONS", LATEST EDITION OF THE UTILITIES COMMISSION OF THE CITY OF NEW SMYRNA BEACH
    F. "WASTEWATER RULES, DESIGN AND CONSTRUCTION SPECIFICATIONS", LATEST EDITION OF THE UTILITIES COMMISSION OF THE CITY OF NEW SMYRNA BEACH
    G. "RECLAIMED WATER RULES, DESIGN AND CONSTRUCTION SPECIFICATIONS", LATEST EDITION OF THE UTILITIES COMMISSION OF THE CITY OF NEW SMYRNA BEACH
11. FOR ANY MODIFICATION TO THE STORMWATER DESIGN OR BUILDING LOCATION, THE CONTRACTOR IS TO CONSULT THE DESIGN ENGINEER AND OBTAIN APPROVAL FROM THE CITY OF NEW SMYRNA BEACH.
12. THE 100 YEAR FLOOD PLAIN IS ZONE"X" AND "AE-5" AS SHOWN ON FEMA MAP 12127C0540J, DATED 9/29/17.
13. SEE CLEARING PLAN FOR TREES TO BE REMOVED AND TREES TO BE PRESERVED .
14. THE UTILITIES COMMISSION OF THE CITY OF NEW SMYRNA BEACH WILL BE THE PROVIDER OF WATER, SEWER, RECLAIMED (REUSE) WATER AND ELECTRIC FOR THIS PROJECT.
15. ALL PROPOSED CLEANOUTS SHALL HAVE TRAFFIC TYPE FRAME AND COVER.
16. SIGNS SHALL BE ALLOWED ONLY BY SEPARATELY ISSUED SIGN PERMITS.
17. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES, ON AND ADJACENT TO THIS SITE, PRIOR TO ANY CONSTRUCTION.
18. AFTER CONSTRUCTION, THE OWNER AND/OR HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL OPEN SPACES, LANDSCAPING, DRAINAGE RETENTION AREAS AND OTHER FACILITIES.
19. ALL PROPOSED UTILITIES SHALL BE PLACED UNDERGROUND.
20. CONSTRUCTION TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
21. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY STANDARD CONSTRUCTION DETAILS, LATEST EDITION, UNLESS OTHERWISE SPECIFICALLY APPROVED.
22. CONSERVATION EASEMENTS, SHOWN HEREON SHALL BE SUBJECT TO THE CONSERVATION EASEMENT TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PURSUANT TO SECTION 704.06, FLORIDA STATUTES, AND IT'S USE IS RESTRICTED AS OUTLINED IN THE CONSERVATION EASEMENT AND STATUTE.
23. FINAL DESIGN DRAWINGS AND APPROVED DEVELOPER'S AGREEMENT AND ADDENDUM WILL BE REQUIRED BEFORE THE UTILITIES COMMISSION OF THE CITY OF NEW SMYRNA BEACH CAN SIGN OFF ON FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION SEWER OR FLORIDA DEPT. OF HEALTH WATER PERMIT APPLICATIONS.
24. ALL AGENCY PERMITS, INCLUDING COUNTY, SJRWMD, DEPT OF HEALTH, FLORIDA DEPT OF ENVIRONMENTAL PROTECTION, ETC. MUST BE PROVIDED TO THE CITY PRIOR TO THE CITY SCHEDULING A PRE-CONSTRUCTION MEETING.
25. SITE DEVELOPMENT SHALL ADHERE TO THE CITY'S CONSTRUCTION MANAGEMENT GUIDELINES AS GIVEN IN ORDINANCE 60-19. THIS MAY REQUIRE A 6' CHAIN LINK FENCE WITH SINGLE COLOR FABRIC ALONG THE TURNBULL BAY ROAD PERIMETER.

ALL STREETS AND ALLEYS ARE PRIVATE AND WILL BE GRANTED TO THE FLORIDA DAYS HOMEOWNERS' ASSOCIATION WHICH WILL MAINTAIN THEM IN PERPETUITY.

PROPOSED PROJECT USE: SINGLE FAMILY RESIDENTIAL

TRANSPORTATION IMPACT ANALYSIS
RESIDENTIAL SINGLE FAMILY - ITE CODE 210
DAILY TRIPS
9.57 TRIPS PER DWELLING UNIT = 9.57 X 38 UNITS = 364 TRIPS PER DAY
PEAK HOUR TRIPS
TURNBULL BAY ROAD LEVEL OF SERVICE WILL NOT BE DECREASED BY THIS DEVELOPMENT.

WETLANDS EXIST ON SITE AND ARE TO BE PRESERVED. A MAN-MADE SURFACE WATER TRAVERSES THROUGH THE SITE AND WILL BE IMPACTED BY A CULVERT NECESSARY FOR A ROAD CROSSING. NO OTHER IMPACTS ARE EXPECTED.

WASTE FROM THE SITE IS RESIDENTIAL TYPE MATERIAL.

A MINIMUM CLEARANCE OF 13'-6" SHALL BE PROVIDED OVER ALL DRIVES

THE REQUIRED FIRE FLOW IS 1,000 GALLONS PER MINUTE.

PHASE 4 TAX PARCEL NUMBER - 7303-0000-0021
PHASE 5 TAX PARCEL NUMBERS - 6334-0004-0010
6334-0004-0030

NAME OF SUBDIVISION: FLORIDA DAYS PHASES 4 & 5

SITE DATA:
PHASE 4
TOTAL AREA: 20.288 ACRES
TOTAL NUMBER OF LOTS: 30
DENSITY: 1.48 UNITS PER ACRE
LINEAL FEET OF STREET: 1,900'
MINIMUM LOT SIZE: 65' WIDE / 7,800 SQFT
BUILDING SETBACKS
FRONT: 15'
REAR: 10'
SIDE: 7.5'

SITE DATA:
PHASE 5
TOTAL AREA: 21.472 ACRES
TOTAL NUMBER OF LOTS: 8
DENSITY: 0.37 UNITS PER ACRE
LINEAL FEET OF STREET: NONE
MINIMUM LOT SIZE: 65' WIDE / 7,800 SQFT
BUILDING SETBACKS
FRONT: 15'
REAR: 10'
SIDE: 7.5'

FINAL PLAT & CONSTRUCTION PLANS

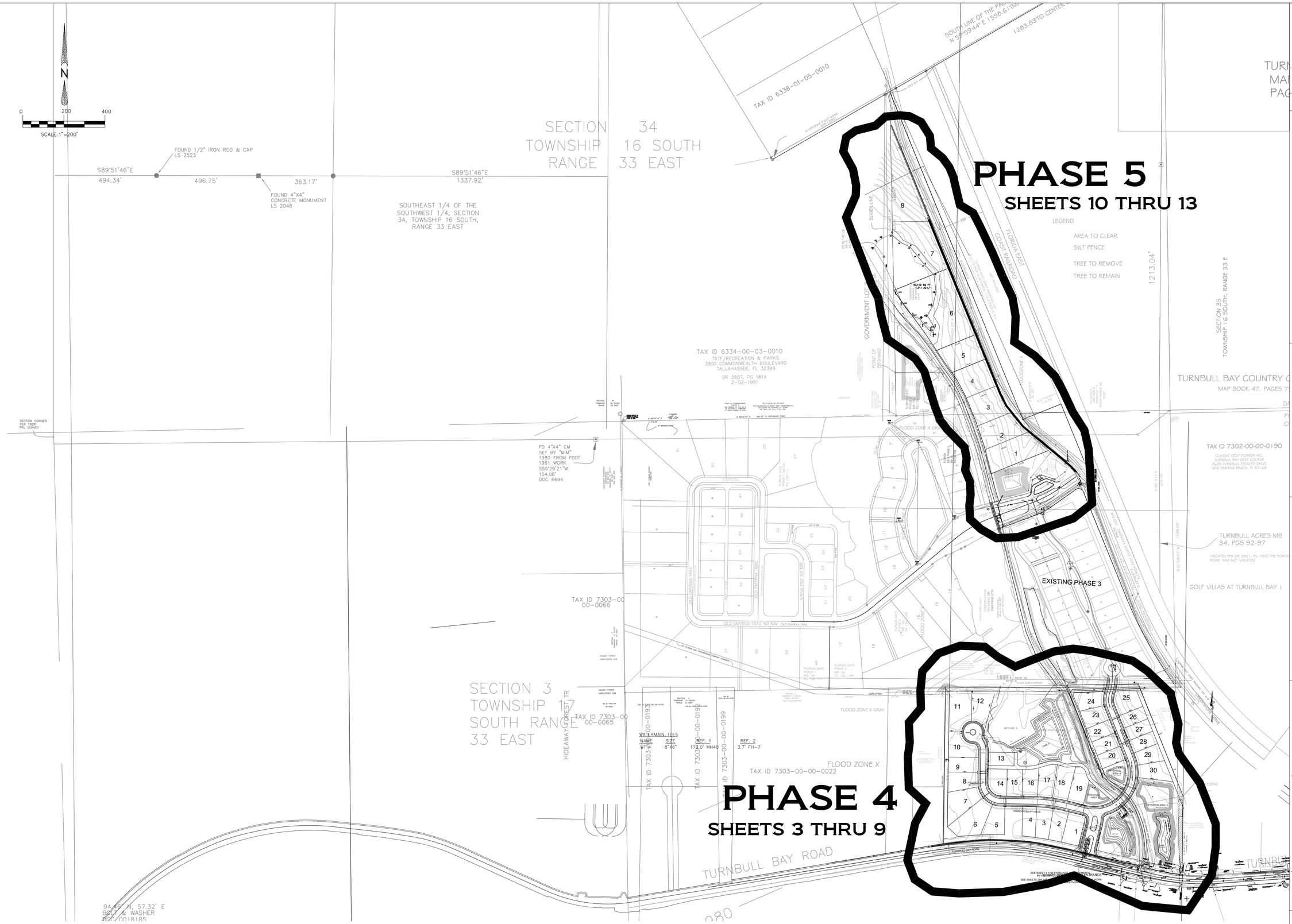
FLORIDA DAYS

PHASES 4 & 5

NEW SMYRNA BEACH, FLORIDA

Exhibit "B"


PHASE 5
PHASE 4
Florida Days
Hickson Construction Co Inc
Turnbull Bay Rd
Conway Rd
White St
Shile Glynn
Creek Shore Dr
Turnbull Bay Rd
Creek Shore Dr
Creek Shore Dr
Florida Days
Florida Days
Florida Days



NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT SJ/CITY
2	8-06-21	RESUBMIT SJRWMD
3	8-27-21	RESUBMIT CITY
4	10-15-21	RESUBMIT CITY/SJRWMD
5	2-11-22	RESUBMIT CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

3959 SO. NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 8081
JFINLEY@FINLEYENGINEERS.COM

FINLEY ENGINEERING SOLUTIONS, INC.

FLORIDA DAYS PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE #28309 ON THE DATE INDICATED USING A DIGITAL SIGNATURE PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

JERRY K. FINLEY LICENSE NO. 28309 STATE OF FLORIDA PROFESSIONAL ENGINEER LICENSED

SHEET TITLE
OVERALL PLAN

SHEET
2

531

LEGEND

SILT FENCE

AREA TO BE CLEARED

TREE TO BE REMOVED (24)

TREE TO REMAIN (21)

NOTE:TREES SHOWN TO BE REMOVED THAT ARE OUTSIDE THE LIMIT CLEARING ARE TO BE REMOVED AT TIME OF HOUSE CONSTRUCTION

TREE TYPES

- (20) OAK
- (9) HACKBERRY
- (7) ELM
- (10) PALM
- (16) MAGNOLIA
- (11) PINE
- (12) CEDAR

FLORIDA DAYS PHASE 2 MB 56, PG 136 -139

30' FLORIDA GAS TRANSMISSION COMPANY EASEMENT

GAS LINE ROAD EASEMENT PER OR 619, PAGE 720

UNPLATTED TAX ID 7303-00-00-0025

MOSQUITO CONTROL SHALL HAVE THE RIGHT OF ACCESS AND MAINTENANCE OVER THE EXISTING DRAINAGE DITCH.

N 89°43'06" E
S 89°43'06" W 945.08" (M)
WEST 945.1' (D)

S 89°01'51" W 543.85'

S 89°01'51" W 567.30'

N 36°42'06" W 157.67'

SW CORNER OF FLORIDA DAYS PHASE 2 MB 56, PG 46 -48

EAST COAST RAILWAY

EAST LINE OF SECTION 3
S 21°14'24" E
N 21°14'24" W 517.02 (M)

SECTION 2 TOWNSHIP 17 SOUTH RANGE 33 EAS

S 00°55'37" W 763.62 (M)
N 00°55'37" E

NOT PLATTED TAX ID 730300000025

MONISANO TONYA LYNN TR
TONYA LYNN MONISANO REV TRUST
5979 RIVERSIDE DR.
PORT ORANGE, FL 32127

TAX ID 730300000021

HAMMOCK BLUFF DRIVE

HAMMOCK BLUFF DR

LAKE 63

TURNBULL BAY ROAD

OVERHD ELECTRIC

DITCH MAINTAINED BY THE COUNTY OF VOLUSIA AND IS A PRESCRIPTIVE RIGHT-OF-WAY

GRAVEL CONSTRUCTION ENTRANCE

SCALE:1"= 50'

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJCITY
2	6-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT -CITY/SJRWMD
5	2-11-22	RESUBMIT -CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

3959 SO. NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

FINLEY ENGINEERING SOLUTIONS, INC.

FLORIDA DAYS
PHASES 4 & 5
FINAL PLAT & CONSTRUCTION PLANS

WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E. STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE # 29909 ON THE DATE INDICATED HEREIN. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

JERRY K. FINLEY LICENSE NO. 29909 STATE OF FLORIDA PROFESSIONAL ENGINEER

SHEET TITLE
EROSION CONTROL & CLEARING PLAN - PHASE 4

SHEET
3

532

NOTE: VOLUSIA COUNTY MOSQUITO CONTROL SHALL HAVE THE RIGHT OF ACCESS AND MAINTENANCE OVER THE EXISTING DRAINAGE DITCH.

FLORIDA DAYS PHASE 2 MB 56, PG 136 - 139

FLORIDA DAYS PHASE 3 MB 59, PG 46 -48

SW CORNER PHASE 3 FLORIDA DAYS MB 59, PG 46 -48

SECTION 3 TOWNSHIP 17 SOUTH RANGE 33 EAST

FLORIDA EAST COAST RAILROAD 100' R/W

SHORECREST DRIVE

EAST LINE OF SECTION 3

WEST LINE OF SECTION 2

SECTION 2 TOWNSHIP 17 SOUTH RANGE 33 EAST

E LINE SECTION 2, T17S, R33E PER 5WOOPE 1970 (D)

N 89°43'06" E
S 89°43'06" W 945.08" (M)
WEST 945.1' (D)

S 89°01'51" W 543.85'

N 89°01'51" E 555.30'
S 89°01'51" W 525.30'

N 36°42'06" W 157.87'

S 00°55'37" W 763.62' (M)
N 00°55'37" E

S 01°04'49" W 449.80' (M)
N 01°07'15" E 386.14' (M)
N 01°09'00" E 386.5' (D)

S 00°55'37" W 4.06' (M)

103-00-00-0025

NOT PLATTED
TAX ID 7303000000025

MONISANO TONYA LYNN TR
TONYA LYNN MONISANO REV TRUST
5979 RIVERSIDE DR
PORT ORANGE, FL 32127

TAX ID 7303000000021

30' FLORIDA GAS TRANSMISSION COMPANY EASEMENT

FLOOD ZONE X ORANGE

FLOOD ZONE X

FLOOD ZONE AE BFE 15'

MES H-1
DCS H-CANAL
DCS G-H
MES G-2
LAKE G
NWL=5.50
BOTTOM=(-)5.5
MES G-1
RETENTION AREA H
16' ALLEY
INLET 4-5D
MH 1123-10
INLET 4-5C
MANHOLE 4-5B
MH 112-9
INLET 4-6
INLET 4-5
INLET 4-6B
MAIL BOXES
SPEED 20 LIMIT
MATCH LINE SEE SHT 7
MH 112-8
MH 112-7
MH 112-6
INLET 4-1
INLET 4-2
MH 112-5
INLET 4-9
INLET 4-10
20' BUFFER
PARK
GATES
LAKE F
NWL=5.0
MES F-1
MES F-2
DCS E-CANAL
DCS F-E
MES E-1
MES E-2
MES C-1
DCS C-CANAL
LAKE C
NWL=3.50
RETENTION AREA E
BOTTOM ELEV=5.0
MH 112-4
MH 112-3
INLET B
RETENTION AREA B
MES B-1
BOTTOM ELEV=5.0
DCS B-A
INLET 4-4
MH 112-2
INLET 4-3
MES A-1
HDWL 3-1
MH 112-1
INLET 4-7
INLET 4-8
HDWL 3-2
RETENTION AREA A
DCS A-C
BOTTOM ELEV=5.0
RETENTION AREA D
DCS D-F
LIFT STATION 112
STOP
TURNBULL BAY ROAD
OVERHD ELECTRIC
DITCH MAINTAINED BY THE COUNTY OF VOLUSIA AND IS A PRESCRIPTIVE RIGHT-OF-WAY
4' WOOD FENCE
FENCE 0.2' W
202'-19"X30" RCP
36"-12"X18" RCP 6" CONC SADDLE
32"-19"X30" RCP 6" CONC SADDLE
180'-8"PVC SANITARY@0.40%
108'-8"PVC SANITARY@1.40%
200'-8"PVC SANITARY@0.40%
32'-8"PVC WATER
SEE SHEET 9 FOR ENTRANCE IMPROVEMENTS IN VOLUSIA COUNTY RIGHT-OF-WAY
9' EXISTING 12" REUSE VERIFY LOCATION
LIMITS OF COUNTY MAINTENANCE 1.00' OFFSET OF FENCE
PARCEL ID: 7303000000170 ONE STEEL PG. 1639
LOT 4 LOTT UNRECORDED SUBDIVISION
N. R/W LINE PER MONUMENTATION AND DEED
R=2263.71' (D & M)
C-13
SHELL DRIVE
ASPHALT APRON
BRICK DRIVE
CONCRETE DRIVE

SCALE: 1" = 50'
GRAPHIC SCALE 1" = 50'

STREET LIGHT NOTE:
ALL STREET LIGHTS SHOWN ARE TO BE PROVIDED BY THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH UNDER THE SERVICE AGREEMENT FOR THIS DEVELOPMENT. THE HOA SHALL BE RESPONSIBLE FOR ENERGY/MAINTENANCE COSTS.

TREE LEGEND
20 OAK
8 PALM
8 HACKBERRY
14 ELM

SEE SHEET 9 FOR ENTRANCE IMPROVEMENTS IN VOLUSIA COUNTY RIGHT-OF-WAY

SEE SHEETS 28A, 28B AND 28C FOR WATER AND FORCEMAIN WORK IN VOLUSIA COUNTY RIGHT-OF-WAY OF TURNBULL BAY ROAD

NO.	DATE	DISCRIPTION
2	8-6-21	RESUBMIT TO SJ/CITY
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	11-05-21	RESUBMIT-CITY/SJRWMD
6	2-11-22	RESUBMIT-CITY/CO
7	3-23-22	FINAL PLAT/CONST PLANS
7R	3-30-22	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING SOLUTIONS, INC.
3959 SO. NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

FLORIDA DAYS PHASE 4

FINAL PLAT & CONSTRUCTION PLANS

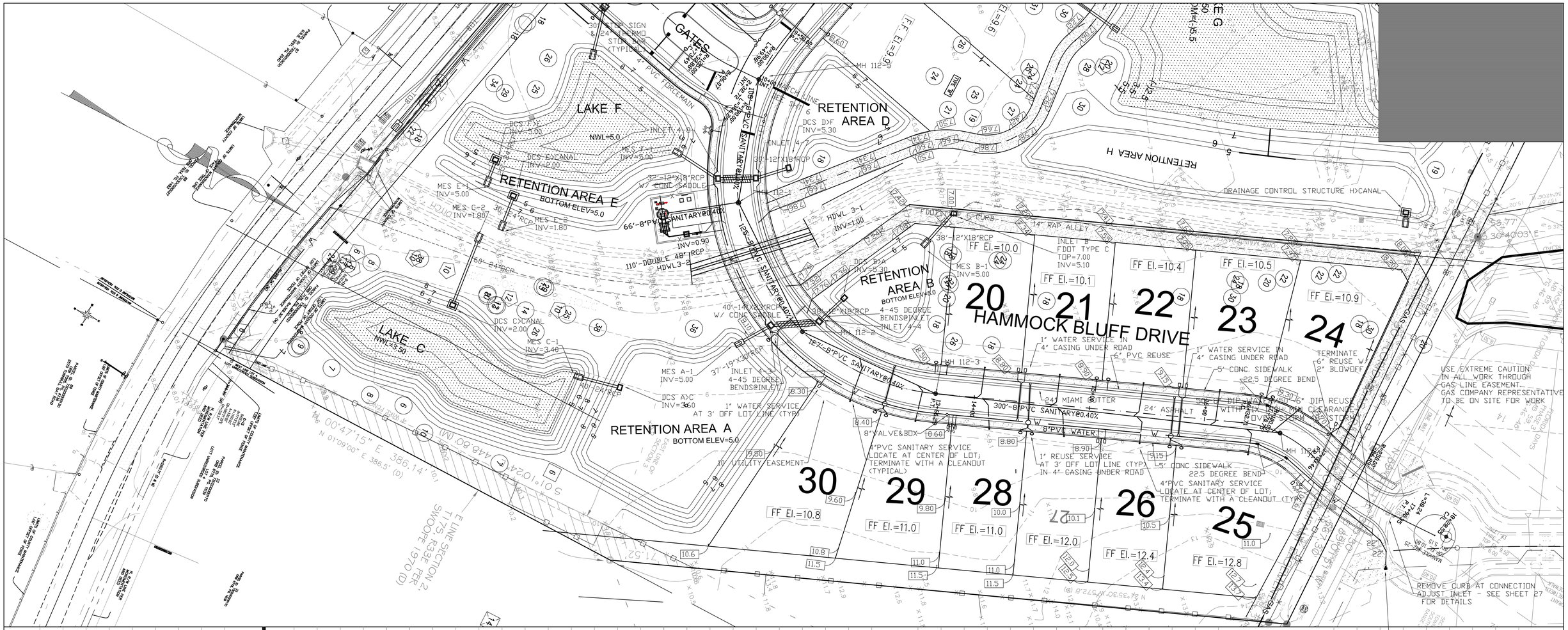
WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E. STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE # 29909 IN THE DIGITAL SIGNATURE USING A SHA AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

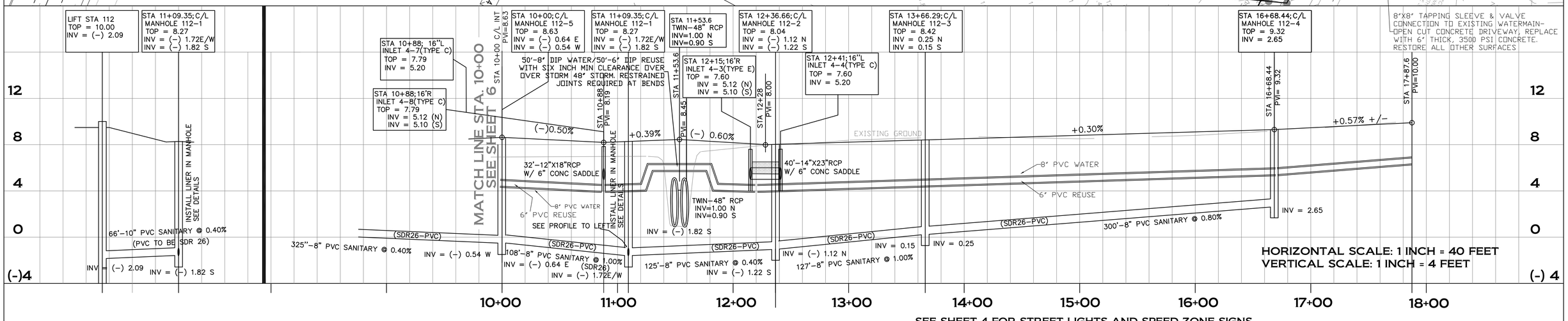
JERRY K. FINLEY LICENSE NO. 29909 STATE OF FLORIDA PROFESSIONAL ENGINEER

SHEET TITLE
DEVELOPMENT PLAN PHASE 4

SHEET
4

533





SEE SHEET 4 FOR STREET LIGHTS AND SPEED ZONE SIGNS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
			6	2-11-22	RESUBMIT TO CITY/COUNTY
			5	11-05-21	RESUBMIT TO CITY/SJRWMD
			4	10-15-21	RESUBMIT TO CITY/SJRWMD
			3	8-27-21	RESUBMIT TO CITY
7R	3-30-22	FINAL PLAT & CONSTRUCTION PLANS	2	8-06-21	RESUBMIT TO SJRWMD
7	3-23-22	FINAL PLAT & CONSTRUCTION PLANS	1	1-15-21	SUBMIT TO CITY/SJRWMD

FINLEY ENGINEERING SOLUTIONS, INC.
CERTIFICATE OF AUTORIZATION # 31991

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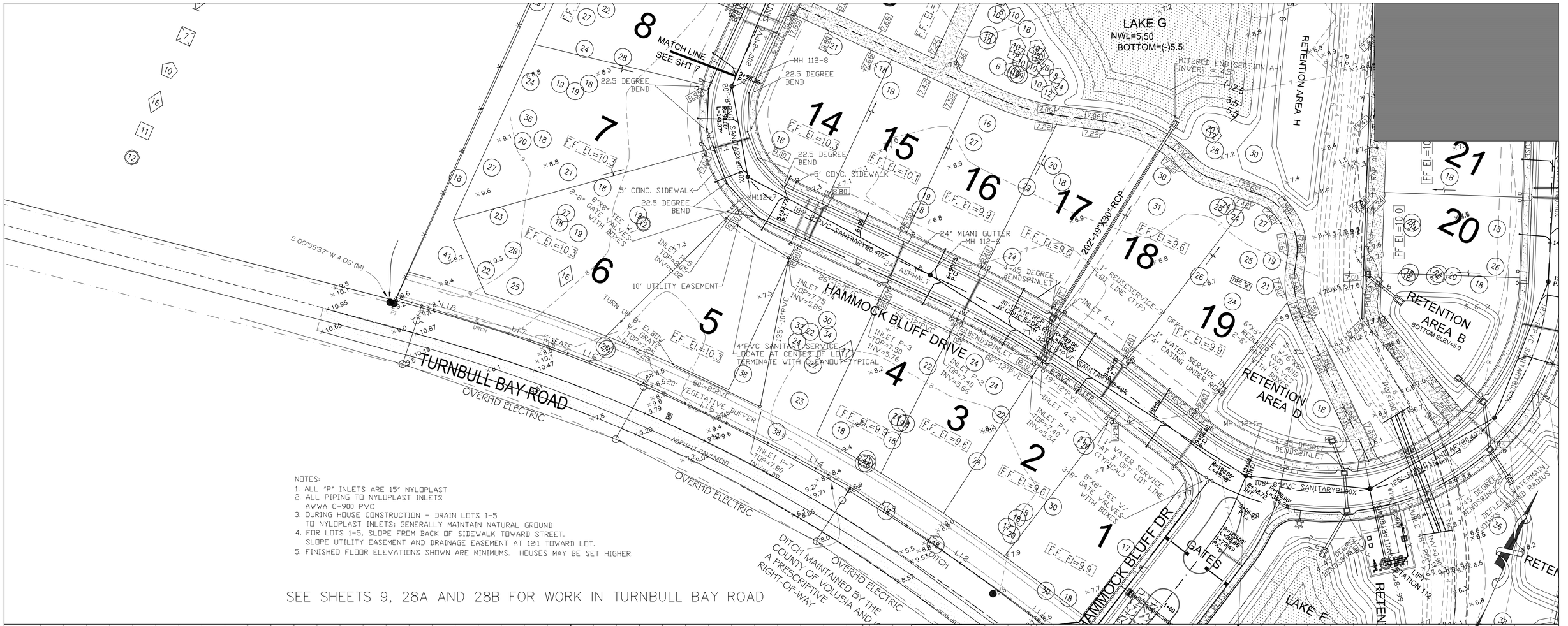
JERRY K. FINLEY LICENSE NO. 29909 STATE OF FLORIDA PROFESSIONAL ENGINEER

FLORIDA DAYS - PHASE 4

NEW SMYRNA BEACH, FLORIDA
HAMMOCK BLUFF DRIVE
FINAL PLAT & CONSTRUCTION PLANS
FINAL DEVELOPMENT PLANS - PLAN / PROFILE

SHEET 5

534



SEE SHEET 4 FOR STREET LIGHTS AND SPEED ZONE SIGNS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
			6	2-11-22	RESUBMIT TO CITY/CO
			5	11-05-21	RESUBMIT TO CITY/SJRWMD
			4	10-15-21	RESUBMIT TO CITY/SJRWMD
			3	8-27-21	RESUBMIT TO CITY
7R	3-30-22	FINAL PLAT & CONSTRUCTION PLANS	2	8-06-21	RESUBMIT TO SJRWMD
7	3-23-22	FINAL PLAT & CONSTRUCTION PLANS	1	11-15-21	SUBMIT TO CITY/SJRWMD

FINLEY ENGINEERING SOLUTIONS, INC.
CERTIFICATE OF AUTORIZATION # 31991

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PORT ORANGE, FL. 32127
(386) 756-8676
JFINLEY@FINLEYENGINEERS.COM

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FLORIDA DAYS - PHASE 4

NEW SMYRNA BEACH, FLORIDA

HAMMOCK BLUFF DRIVE

FINAL PLAT & CONSTRUCTION PLANS
FINAL DEVELOPMENT PLANS - PLAN / PROFILE

SHEET 6

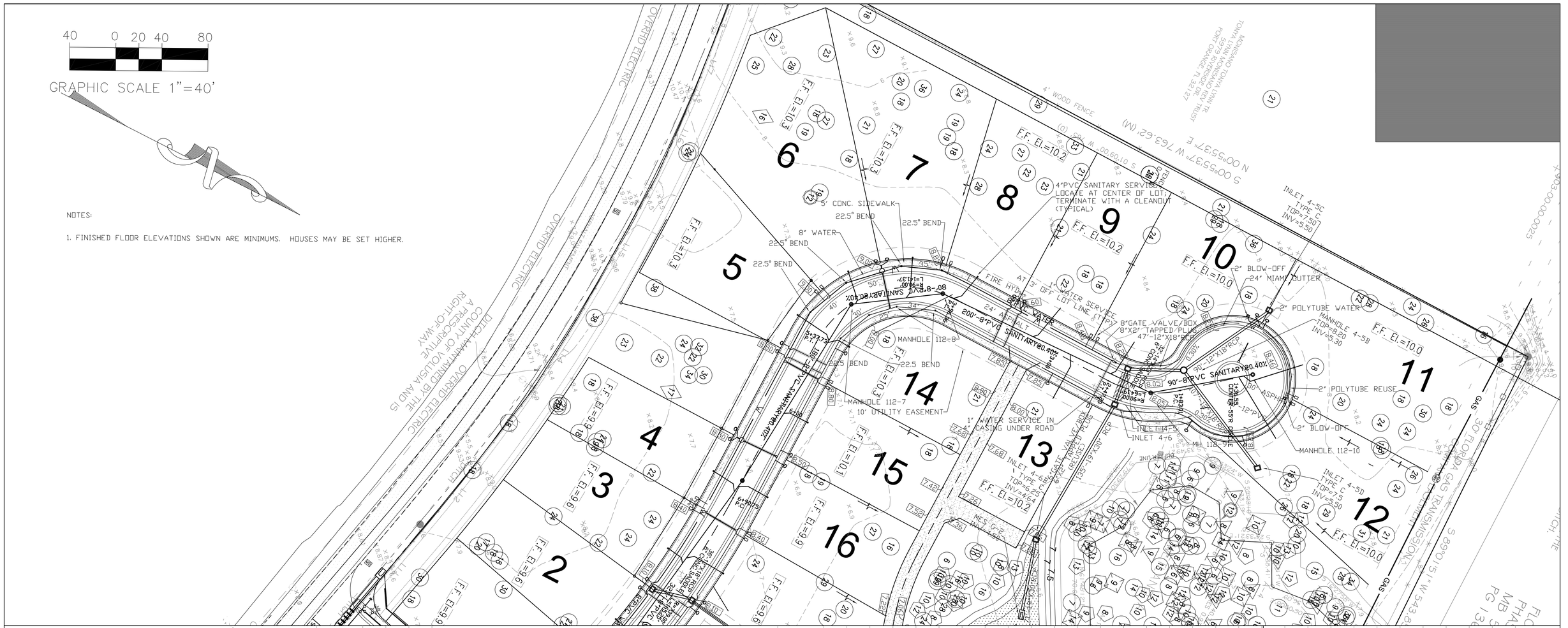
535

40 0 20 40 80

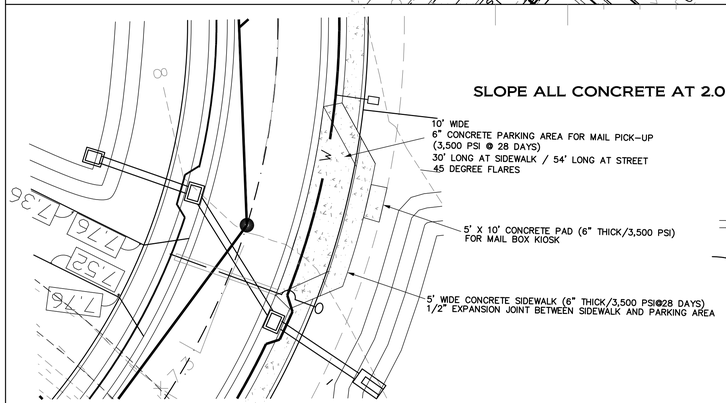
GRAPHIC SCALE 1"=40'

NOTES:

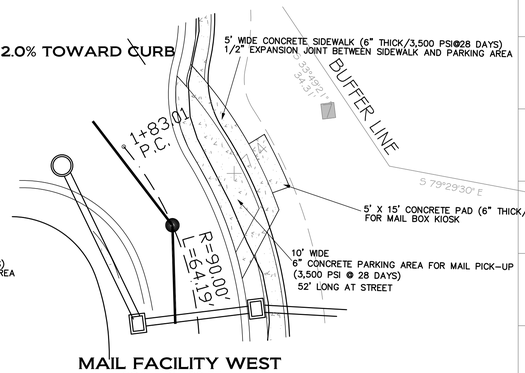
1. FINISHED FLOOR ELEVATIONS SHOWN ARE MINIMUMS. HOUSES MAY BE SET HIGHER.



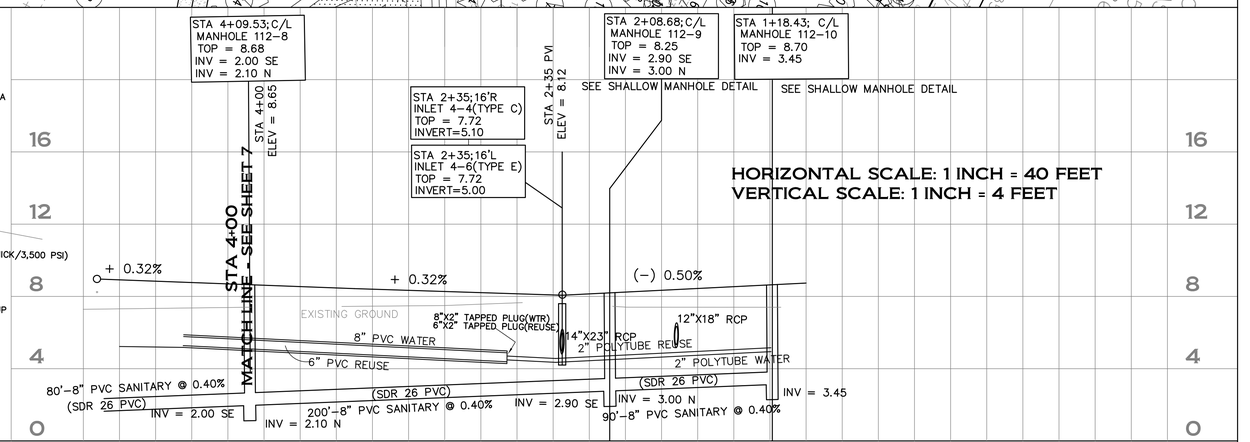
SLOPE ALL CONCRETE AT 2.0% TOWARD CURB



MAIL FACILITY EAST
SCALE: 1' = 20 FT



MAIL FACILITY WEST
SCALE: 1' = 20 FT



SEE SHEET 4 FOR STREET LIGHTS AND SPEED ZONE SIGNS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
			6	2-11-22	RESUBMIT TO CITY/COUNTY
			5	11-05-21	RESUBMIT TO CITY/SJRWMD
			4	10-15-21	RESUBMIT TO CITY/SJRWMD
			3	8-27-21	RESUBMIT TO CITY
7R	3-30-22	FINAL PLAT & CONSTRUCTION PLANS	2	8-06-21	RESUBMIT TO SJRWMD
7	3-23-22	FINAL PLAT & CONSTRUCTION PLANS	1	1-15-21	SUBMIT TO CITY/SJRWMD

FINLEY ENGINEERING SOLUTIONS, INC.
CERTIFICATE OF AUTORIZATION # 31991

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PORT ORANGE, FL. 32127
(386) 756-8676
JFINLEY@FINLEYENGINEERS.COM

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JERRY K. FINLEY LICENSE NO. 29909 STATE OF FLORIDA REGISTERED ENGINEER

FLORIDA DAYS PHASE 4

NEW SMYRNA BEACH, FLORIDA

HAMMOCK BLUFF DRIVE

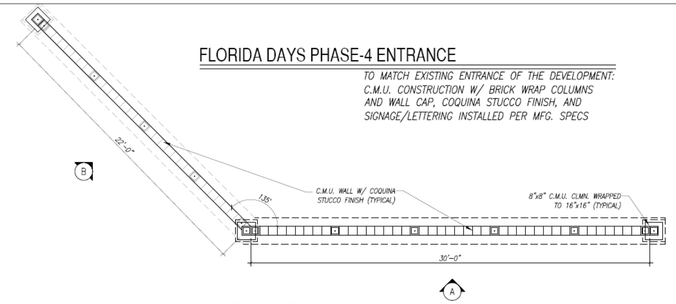
FINAL PLAT & CONSTRUCTION PLANS
FINAL DEVELOPMENT PLANS - PLAN / PROFILE

SHEET 7

536

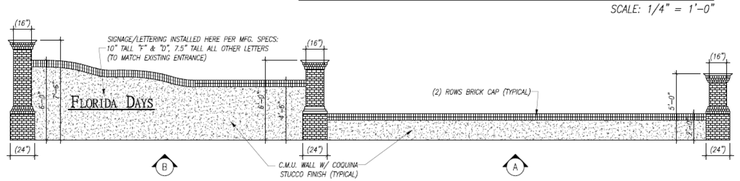
FLORIDA DAYS PHASE-4 ENTRANCE

TO MATCH EXISTING ENTRANCE OF THE DEVELOPMENT: C.M.U. CONSTRUCTION W/ BRICK WRAP COLUMNS AND WALL CAP, COQUINA STUCCO FINISH, AND SIGNAGE/LETTERING INSTALLED PER MFG. SPECS



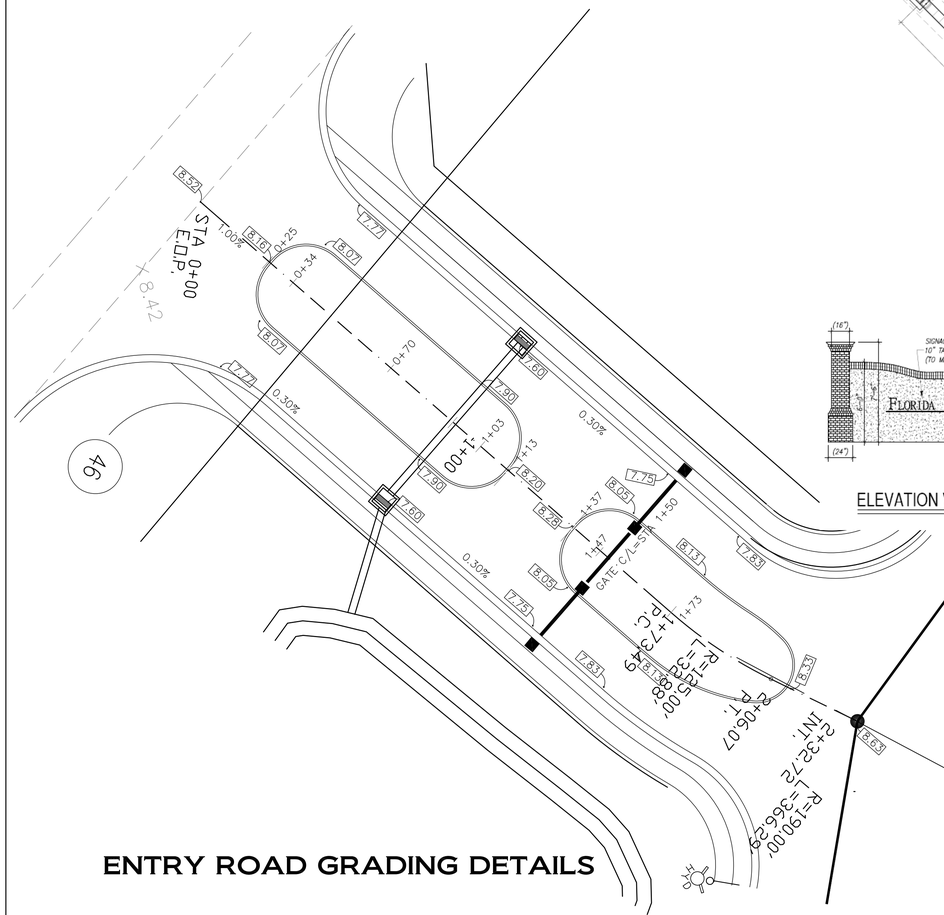
PLAN VIEW

SCALE: 1/4" = 1'-0"



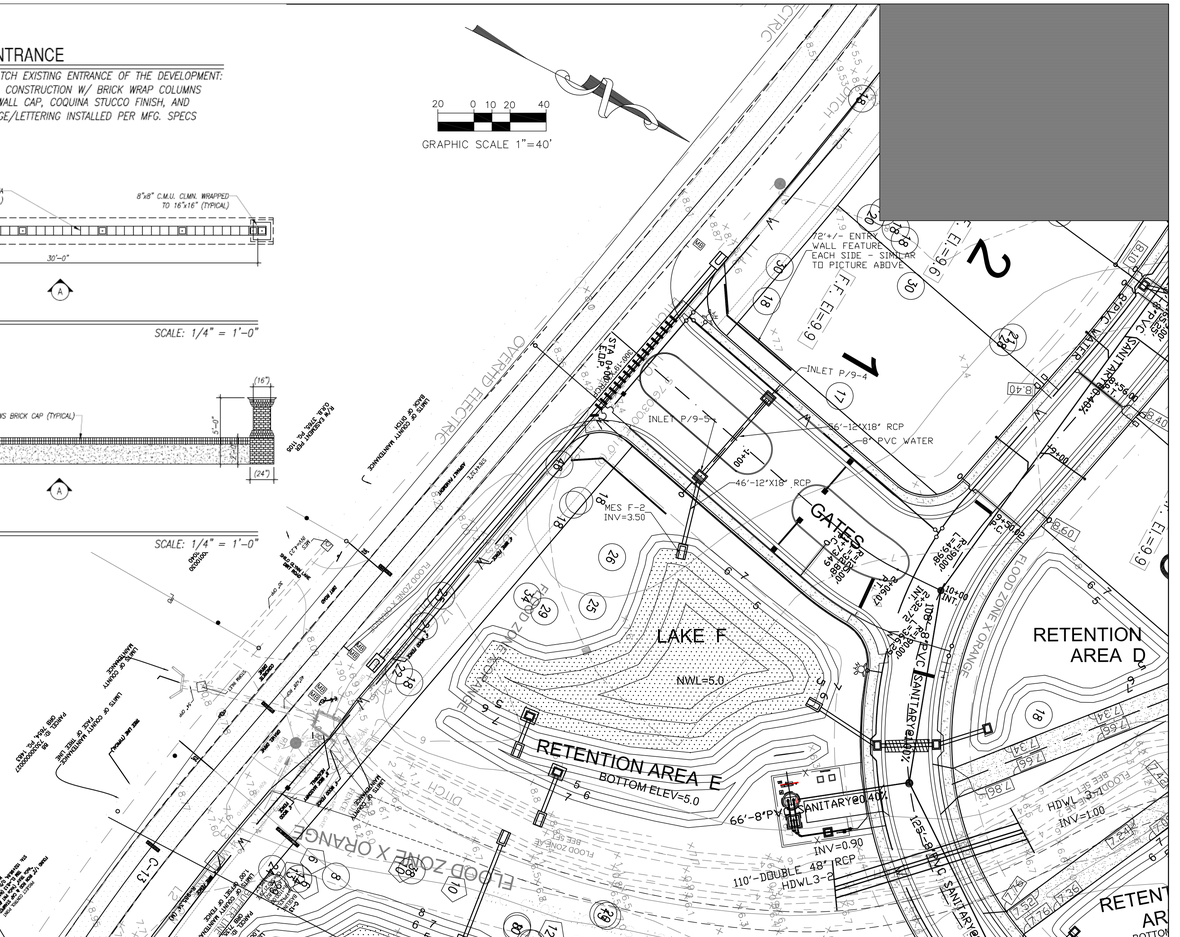
ELEVATION VIEW

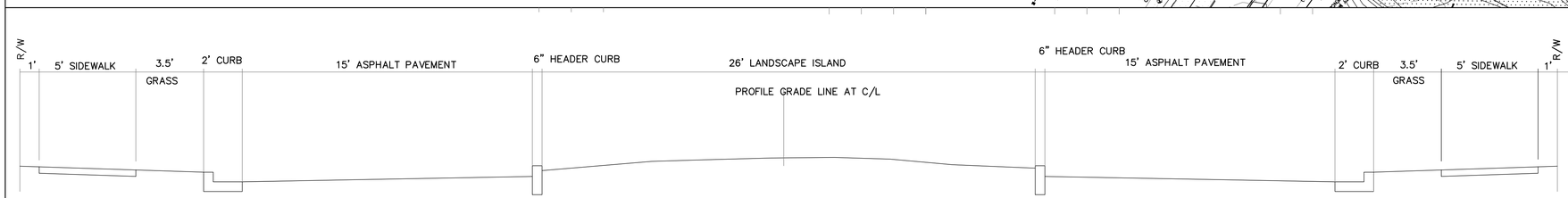
SCALE: 1/4" = 1'-0"



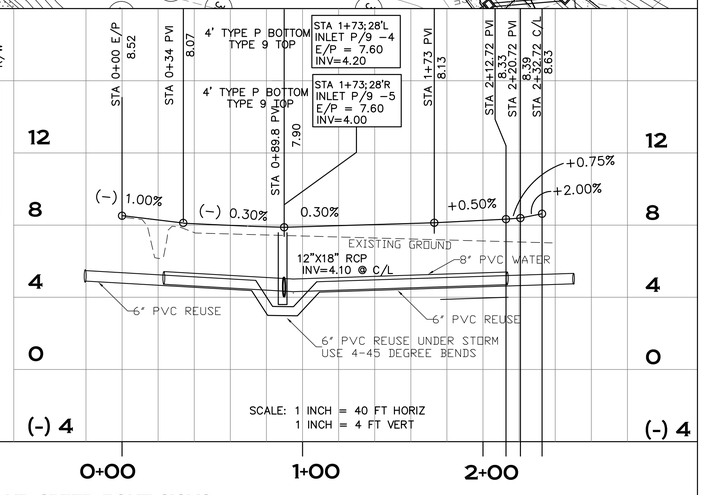
ENTRY ROAD GRADING DETAILS

SCALE: 1 INCH = 20 FT





ENTRY ROAD TYPICAL SECTION



SEE SHEET 4 FOR STREET LIGHTS AND SPEED ZONE SIGNS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
			6	3-23-22	FINAL PLAT & CONSTRUCTION PLANS
			5	2-11-22	RESUBMIT TO CITY/COUNTY
			4	10-15-21	RESUBMIT TO CITY/SJRWMD
			3	8-27-21	RESUBMIT TO CITY
			2	8-06-21	RESUBMIT TO SJRWMD
7R	3-30-22	FINAL PLAT & CONSTRUCTION PLANS	1	1-15-21	SUBMIT TO CITY/SJRWMD

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CERTIFICATE OF AUTORIZATION # 31991

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JFINLEY@FINLEYENGINEERS.COM

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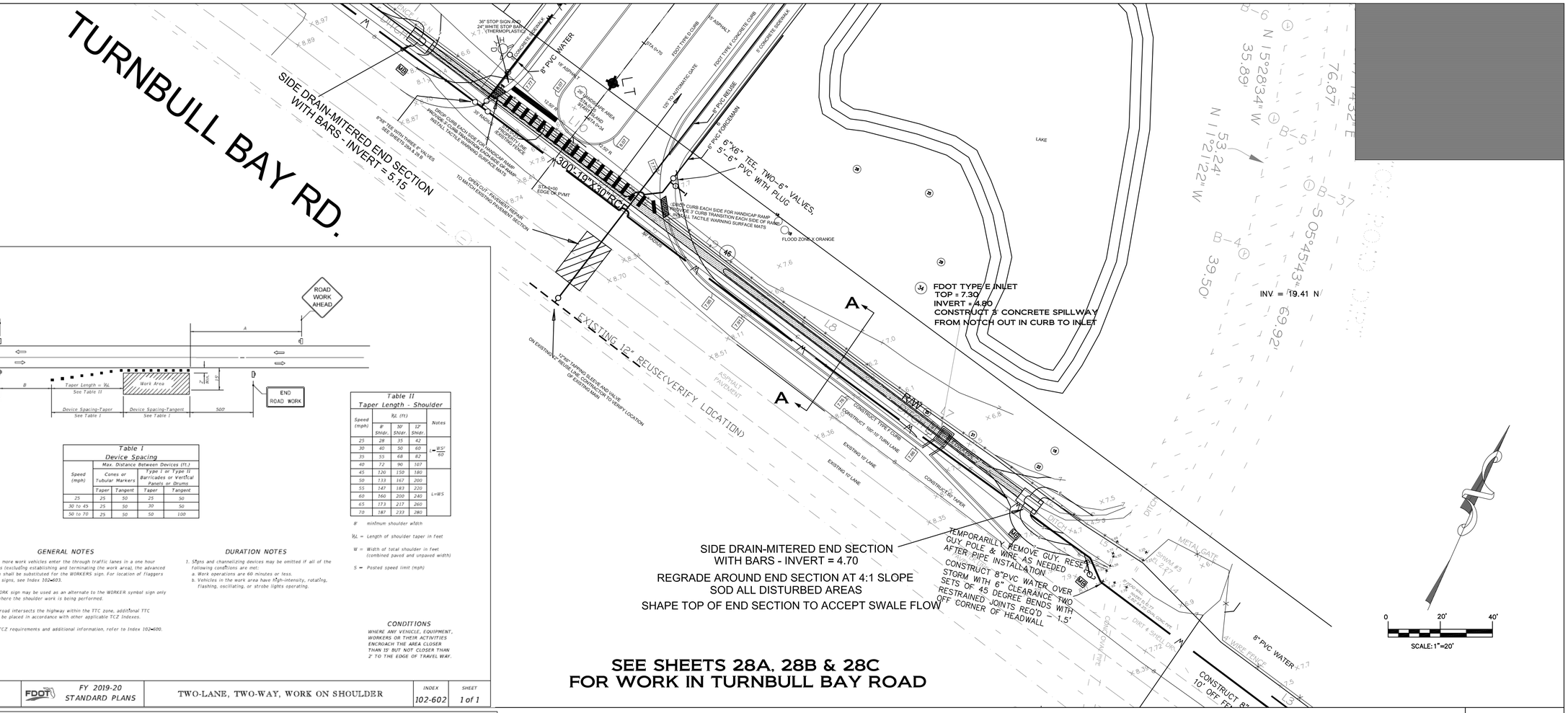
JERRY K. FINLEY LICENSE NO. 29909 STATE OF FLORIDA PROFESSIONAL ENGINEER

FLORIDA DAYS PHASE 4

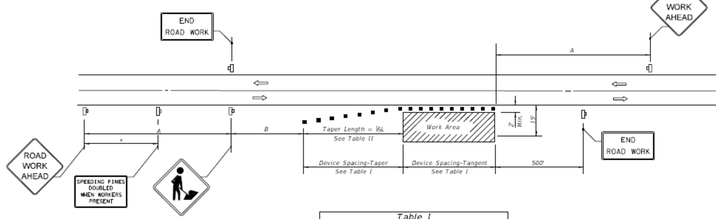
NEW SMYRNA BEACH, FLORIDA
FINAL PLAT & CONSTRUCTION PLANS
TURNBULL BAY - ENTRANCE ROAD
FINAL DEVELOPMENT PLANS - PLAN / PROFILE

SHEET 8

TURNBULL BAY RD.



SEE SHEETS 28A, 28B & 28C
FOR WORK IN TURNBULL BAY ROAD



DISTANCE BETWEEN SIGNS

Speed	Spacing (Ft.) A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

*Midway between signs.

Table 1
Device Spacing

Speed (mph)	Max. Distance Between Devices (Ft.) Cones or Tubular Markers Taper	Cones or Tubular Markers Tangent	Type I or Type II Barricades or Vertical Panels or Drums Taper	Type I or Type II Barricades or Vertical Panels or Drums Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table 11
Taper Length - Shoulder

Speed (mph)	½L (ft) 8' Shldr.	10' Shldr.	12' Shldr.	Notes
25	28	35	42	
30	40	50	60	L=WS²/60
35	55	68	82	
40	72	90	107	
45	120	150	180	
50	133	167	200	L=WS
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

W = minimum shoulder width
½L = Length of shoulder taper in feet
W = Width of total shoulder in feet (combined paved and unpaved width)
S = Posted speed limit (mph)

SYMBOLS

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of Flaggers and FLAGGER signs, see Index 102-603.
2. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
3. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
4. For general TCZ requirements and additional information, refer to Index 102-600.

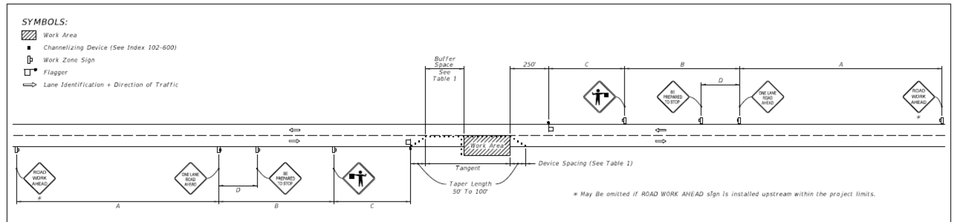
DURATION NOTES

1. Signs and channelizing devices may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2019-20 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX 102-602	SHEET 1 of 1



WITHOUT TEMPORARY RAISED RUMBLE STRIPS

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification + Direction of Traffic

GENERAL NOTES:

1. Special Conditions may be required in accordance with these notes and the following sheets:
   A. Railroad Crossings:
      a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 3.
      b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.
   B. If the Work Area encroaches on the Centerline, use the Layout for Temporary Lane Shift to Shoulder on Sheet 3 only if the Existing Paved Shoulder width is sufficient to provide for an 11' lane between the Work Area and the Edge of Existing Paved Shoulder. Reduce the posted speed when appropriate.
2. Temporary Raised Rumble Strips:
   A. Use when both of the following conditions are met concurrently:
      a. Existing Posted Speed is 55 mph or greater;
      b. Work duration is greater than 60 minutes.
   B. Use a consistent Strip color throughout the work zone.
   C. Place each Rumble Strip Set transversely across the lane at locations shown.
   D. Use Option 1 or Option 2 as shown on Sheet 2. Use only one option throughout work zone.
3. Additional one-way control may be provided by the following means:
   A. Flag-carrying vehicle;
   B. Official vehicle;
   C. Pilot vehicle;
   D. Traffic signals.

   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.
4. When a side road intersects the highway within the TTC zone, place additional TTC devices in accordance with other applicable TCZ Indexes.
5. The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
6. When Buffer Space cannot be attained due to geometric constraints, use the greatest attainable length, not less than 200 ft, for posted speeds greater than 25 mph.
7. ROAD WORK AHEAD and the BE PREPARED TO STOP signs may be omitted if all of the following conditions are met:
   A. Work operations are 60 minutes or less.
   B. Speed limit is 45 mph or less.
   C. There are no sight obstructions to vehicles approaching the work area for a distance equal to the Buffer Space shown in Table 1.
   D. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
   E. Volume and complexity of the roadway has been considered.
   F. If a railroad crossing is present, vehicles will not queue across rail tracks.
   G. AFADs are not in use.
8. See Index 102-600 for general TCZ requirements and additional information.
9. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specifications Section 102, 990 and the APL vendor drawings.

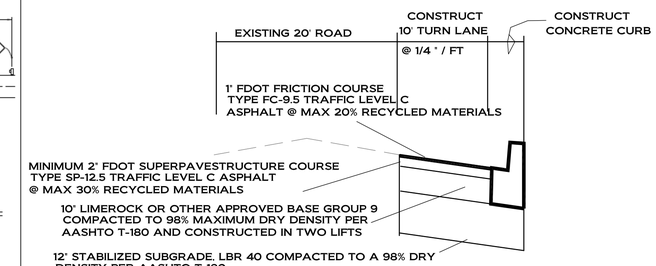
TABLE 1
DEVICE SPACING

Posted Speed	Maximum Spacing of Cones or Tubular Markers On a Taper	On a Tangent	Maximum Spacing of Type I or Type II Barricades/Panels/Drums On a Taper	On a Tangent	Distance Between Signs A	B	C	D	Buffer Space
25	20'	50'	20'	50'	200'	200'	200'	100'	155'
30	20'	50'	20'	50'	200'	200'	200'	100'	200'
35	20'	50'	20'	50'	200'	200'	200'	100'	250'
40	20'	50'	20'	50'	200'	200'	200'	100'	305'
45	20'	50'	20'	50'	350	350	350	175'	360'
50	20'	50'	20'	100'	500'	500'	500'	350'	425'
55	20'	50'	20'	100'	2640'	1500'	1000'	500'	495'
60	20'	50'	20'	100'	2640'	1500'	1000'	500'	570'
65	20'	50'	20'	100'	2640'	1500'	1000'	500'	645'
70	20'	50'	20'	100'	2640'	1500'	1000'	500'	730'

CONDITIONS

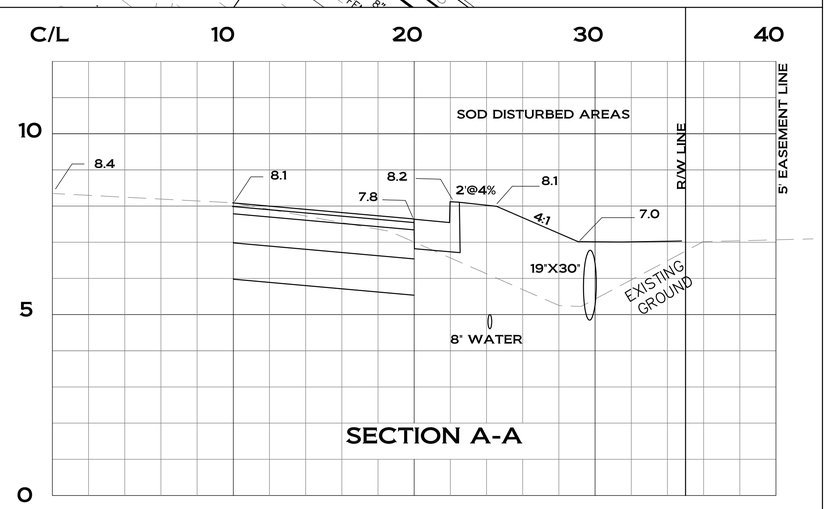
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY.

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2019-20 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX 102-603	SHEET 1 of 3



TURNBULL BAY ROAD

VOLUSIA COUNTY PAVEMENT SECTION



SECTION A-A

FINLEY ENGINEERING SOLUTIONS, INC.
CERTIFICATE OF AUTORIZATION # 31991
3959 SO. NOVA ROAD, SUITE B-34
PORT ORANGE, FL. 32127
(386) 756-8676
JFINLEY@FINLEYENGINEERS.COM

NO.	DATE	DESCRIPTION
7R	3-30-22	FINAL PLAT/CONST PLANS
6	3-23-22	FINAL PLAT/CONST PLANS
5	2-11-22	RESUBMIT TO CITY/COUNTY
4	10-15-21	RESUBMIT TO CITY/SJRWMD
3	8-27-21	RESUBMIT TO CITY
2	8-6-21	RESUBMIT TO SJRWMD
1	1-15-21	SUBMIT TO CITY/SJRWMD

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JERRY K. FINLEY LICENSE NO. 29909 STATE OF FLORIDA PROFESSIONAL ENGINEER

FLORIDA DAYS - PHASE 4

NEW SMYRNA BEACH, FLORIDA
FINAL PLAT & CONSTRUCTION PLANS
TURNBULL BAY ROAD ENTRANCE

SHEET 9

SECTION 34
TOWNSHIP 16 SOUTH
RANGE 33 EAST

○ DENOTES PINE TREE W/ DIAMETER IN INCHES INDICATED

△ DENOTES OAK TREE W/ DIAMETER IN INCHES INDICATED

● DENOTES PALM TREE W/ DIAMETER IN INCHES INDICATED

□ DENOTES TREE W/ DIAMETER IN INCHES & TYPE INDICATED

TAX ID 6338-01-05-0010

N 59°59'44" E 637.42'(M)
638.13'(RC)

252.50'

SLIGER LINE

FD ⅝" IRC LB 3019
43.69'W

BFE 5 FT

FLOODZONE X

GOVERNMENT LOT 3

N 01°06'31" W 1577.93'

WETLAND AREA
2,112 SQ FT +/-
1,311 AC+/-

CONSERVATION EASEMENT AREA
OR 7049 PG 2774

ASPHALT

200'

FLORIDA EAST COAST RAILROAD
COAST RAILROAD

FLORIDA EAST COAST RAILROAD, LLC
OR 6173 PAGE 3150 PARCEL 119.95 (PAGE 3141)

NOT INCLUDED

PAVEMENT

POINT OF BEGINNING

N 01°06'31" W 215.55'

N 59°47'08" E 337.67'

FLORIDA DAYS PHASE 5 MB 54 PG 131

TRACT 2 CONSERVATION EASEMENT AREA OR 7049 PG 2774

TRACT B CONSERVATION EASEMENT AREA OR 7049 PG 2774

FLORIDA DAYS PHASE 4 MB 54 PG 139

FLORIDA DAYS PHASE 2 MB 56 PG 138-139

15.00' ALLEY

25.00' ALLEY

FLOOD ZONE X GRAY

FLOODZONE X

FLOODZONE X
SECTION 13
TOWNSHIP 17
SOUTH RANGE 33
EAST

N 67°53'23" E
114.78'

N 88°50'24" E
91.25'

N 88°50'24" E 340.52'

8" PVC

0 100' 200'
SCALE: 1" = 100'

LEGEND

AREA TO CLEAR

SILT FENCE

TREE TO REMOVE

10" TREE TO REMAIN

TAX ID 6334-00-03-0010
TIITF/RECREATION & PARKS
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FL 32399

OR 3807, PG 1814
2-02-1991

SECTION 34
TOWNSHIP 16 SOUTH
RANGE 33 EAST

POINT OF COMMENCEMENT
PARCEL 2
NW CORNER OF THE NE ¼
OF SECTION 17, TOWNSHIP
17 SOUTH, RANGE 33 EAST

TAX ID 6334-00-03-0010
TIITF/RECREATION & PARKS 3900 COMMONWEALTH
BOULEVARD, TALLAHASSEE, FL 32399
OR 3807, PG 1814 2-02-1991

N 88°50'24" E 994.33' TO REFERENCE POINT

N 88°50'24" E
312.59'

75' VEGETATION BUFFER

FD 4"X4" CM
SET BY "MIM"
1980 FROM FDOT
1961 WORK
S55°29'21"W
154.88'
DOC 6696

OCKLAWAHA RURITERES
INVESTMENTS, LLC
PO BOX 6337
TANGERINE, FL 32777
OR 4429
PGS 1527-1529

TRACT A, DRAINAGE, RETENTION
COMMON AREA

OLD SMYRNA TRAIL
OLD SMYRNA CIRCUIT (50' R/W)

FLORIDA DAYS
PHASE 1 MB 54
PGS 108-111

UNPLATTED

SOUTHWEST CORNER
OF PARCEL 2
OR 7049 PG 2774

TRACT 2 CONSERVATION EASEMENT AREA
OR 7049 PG 2774

TRACT B CONSERVATION EASEMENT AREA
OR 7049 PG 2774

TRANSPORTATION ROADS
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FL 32399

CONSERVATION EASEMENT
OR 7049 PG 2774

WETLAND AREA
2,112 SQ FT +/-
1,311 AC+/-

1019
1017
1007
1020

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO CITY/SJRWMD
2	8-06-21	RESUBMIT SJRWMD
3	8-27-21	RESUBMIT CITY
4	10-15-21	RESUBMIT CITY/SJRWMD
5	2-11-22	RESUBMIT CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING SOLUTIONS, INC.
3959 SO. NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

FLORIDA DAYS
PHASE 5
FINAL PLAT & CONSTRUCTION PLANS

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JENNY K. FINLEY
LICENSE
NO. 29909
STATE OF
FLORIDA

SHEET TITLE
EROSION CONTROL & CLEARING PLAN- PHASE 5

SHEET
10

539

NOTE: CLEARING IS LIMITED TO CREEKSHORE DRIVE RIGHT-OF-WAY AND ADJACENT UTILITY EASEMENT. CLEARING FOR HOUSE CONSTRUCTION WILL OCCUR ONLY AFTER OBTAINING A BUILDING PERMIT FOR THE HOME.

ANY CHANGES THAT INCREASE IMPERVIOUS OR CHANGE GRADING PLANS WILL REQUIRE A SJRWMD LETTER MODIFICATION

SILT FENCE WILL BE REQUIRED AT THE TIME OF HOUSE COSTRUCTION ALONG THE WESTERLY LIMIT OF CLEARING

0 50' 100'
SCALE: 1" = 50'

○ DENOTES PINE TREE W/ DIAMETER IN INCHES INDICATED

△ DENOTES OAK TREE W/ DIAMETER IN INCHES INDICATED

● DENOTES PALM TREE W/ DIAMETER IN INCHES INDICATED

□ DENOTES TREE W/ DIAMETER IN INCHES & TYPE INDICATED

LEGEND

AREA TO CLEAR

SILT FENCE

△ 6" TREE TO REMOVE

● 10" TREE TO REMAIN

N59°59'44" E 637.42'(M)
638.13'(RC)

SLIGER LINE

FD 5/8" IRC LB
3019
43.89'W

BFE 5 FT

FLOODZONE AE

GOVERNMENT LOT 3

1577.93'

N 01°08'03" W

1367.09'

530.81'

S 01°10'46" E
966.00' TOTAL

20' UTILITY EASEMENT

200'

FLORIDA EAST COAST RAILROAD

FLORIDA EAST COAST RAILROAD, LLC
OR 6173 PAGE 3130 PARCEL 119.9 (PAGE 3141)
DESCRIPTION DOES NOT INCLUDE SECTION 3.
TOWNSHIP 17 SOUTH, RANGE 33 EAST.

S 22°06'37" E 1689.63

NOT INCLUDED

WETLAND AREA A
7,112 SQ FT
1.311 AC+/-

CONSERVATION EASEMENT OR 7049 2774

GOVERNMENT LOT 4
SECTION 34 TOWNSHIP 16 SOUTH RANGE 33 EAST

ASPHALT

MAGNOLIA
MAPLE
ELM
PRICKLY ASH

NO.	DATE	DESRIPTION
1	12-2-20	SJ PRE APP MTG
2	8-06-21	RESUBMIT SJRWMD
3	8-27-21	RESUBMIT CITY
4	10-18-21	RESUBMIT CITY/SJRWMD
5	11-05-21	RESUBMIT CITY/SJRWMD
6	2-11-22	RESUBMIT CITY/CO
7	3-23-22	FINAL PLAT/CONST PLANS

3959 SO. NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

FINLEY ENGINEERING SOLUTIONS, INC.

FLORIDA DAYS
PHASE 5
FINAL PLAT & CONSTRUCTION PLANS

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JERRY K. FINLEY LICENSE NO. 29909 STATE OF FLORIDA PROFESSIONAL ENGINEER

SHEET TITLE
EROSION CONTROL & CLEARING PLAN- PHASE 5

SHEET
10A

○ DENOTES PINE TREE W/ DIAMETER IN INCHES INDICATED

△ DENOTES OAK TREE W/ DIAMETER IN INCHES INDICATED

● DENOTES PALM TREE W/ DIAMETER IN INCHES INDICATED

□ DENOTES TREE W/ DIAMETER IN INCHES & TYPE INDICATED

TIITF/RECREATION & PARKS
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FL 32399

UNPLATTED

GOVERNMENT LOT 4

POINT OF BEGINNIG

N 01°06'31" W 210.83'

SOUTHWEST CORNER OF TRACT 2, FLORIDA DAYS PHASE 2, MAP BOOK 56, PAGES 136-139

TRACT 2 COMMON AREA DRAINAGE RETENTION

TRACT 2 COMMON AREA DRAINAGE RETENTION

FLORIDA DAYS PHASE 2 MB 56, PG 136 -139

GOVERNMENT LOT 4 SECTION 34 TOWNSHIP 16 SOUTH RANGE 33 EAST

EXISTING DRAINAGE RETENTION ARE CONSTRUCTED WITH PHASE 1

CONSERVATION EASEMENT 2 OR 7049, PG 2774

EXISTING DRAINAGE DITCH

N 89°47'08" W 237.67'

N 88°50'24" E 340.52'

15.00' ALLEY

25.00' ALLEY

TRACT B CONSERVATION EASEMENT OR 7049 PAGE 2774 COMMON AREA

CONSERVATION EASEMENT 3 OR 7049, PG 2774

WITNESS W17

WITNESS W18

WITNESS W19

1019 ⊙0.00 TPN

1017 ⊙0.00

1007 ⊙5.24

1020

FLOOD ZONE X GRAY

FLOOD ZONE X

FLOODZONE X

N 88°50'24" E 91.25'

N 67°53'23" E 114.78'

CONSERVATION EASEMENT OR 7049 PG 2774

RAILROAD, LLC I 19.9 (PAGE 3141)

SECTION 3 EAST

PAVEMENT

213.08'

184.99'

166.19'

181.13'

239.09'

310.69'

NOTE: VOLUSIA COUNTY MOSQUITO CONTROL SHALL HAVE THE RIGHT OF ACCESS AND MAINTENANCE OVER THE EXISTING DRAINAGE DITCH.

CREEKSHORE DRIVE

20.00' UTILITY EASEMENT

S 51°58'54" E

S 75°38'38" W 176.58'

8" PVC

N 69°40'43" E 184.10'

OLD SMYRNA TRAIL R/W VARIES

FLORIDA DAYS PHASE 2 MB 56, PG 136-139

N 54°41'44" E 182.64'

N 54°41'44" E 99.56'

S 54°41'44" W 60.43'

1400

R/W

LEGEND

AREA TO CLEAR

SILT FENCE

TREE TO REMOVE

TREE TO REMAIN

0 50' 100'

SCALE: 1" = 50'

FLOODZONE X
SECTION 3
TOWNSHIP 17
SOUTH RANGE 33
EAST

NOTE: CLEARING IS LIMITED TO CREEKSHORE DRIVE RIGHT-OF-WAY AND ADJACENT UTILITY EASEMENT. CLEARING FOR HOUSE CONSTRUCTION WILL OCCUR ONLY AFTER OBTAINING A BUILDING PERMIT FOR THE HOME.

ANY CHANGES THAT INCREASE IMPERVIOUS AREA OR CHANGE THE GRADING PLAN WILL REQUIRE A SJRWMD LETTER MODIFICATION

SILT FENCE WILL BE REQUIRED AT THE TIME OF HOUSE COSTRUCTION ALONG THE WESTERLY LIMIT OF CLEARING

NO.	DATE	DESRIPTION
1	12-2-20	SJ PRE APP MTG
2	8-06-21	RESUBMIT SJRWMD
3	8-27-21	RESUBMIT CITY
4	10-15-21	RESUBMIT CITY/SJRWMD
5	11-05-21	RESUBMIT CITY/SJRWMD
6	2-11-22	RESUBMIT CITY/CO
7	3-23-23	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING
SOLUTIONS, INC.
3959 SO. NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
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JFINLEY@FINLEYENGINEERS.COM

FLORIDA DAYS
PHASE 5
FINAL PLAT & CONSTRUCTION PLANS

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JERRY K. FINLEY LICENSE NO. 29909 STATE OF FLORIDA PROFESSIONAL ENGINEER

SHEET TITLE
EROSION CONTROL & CLEARING PLAN- PHASE 5

SHEET
10B

541

18 SOUTH
33 EAST

FOR LOTS IN PHASE 5
1. WATER AND SEWER WILL BE EXTENDED TO SERVE THESE LOTS
2. LOTS WILL NOT BE CLEARED UNTIL BUILDING CONSTRUCTION
3. NO IMPERVIOUS AREA IS TO BE CONSTRUCTED WITH THE SUBDIVISION IMPROVEMENTS
4. STORMWATER RETENTION WILL BE CONSTRUCTED AS PART OF THE HOME CONSTRUCTION
5. ACCESS TO LOTS IS FROM THE EXISTING PAVED CREEKSHORE DRIVE

TAX ID 6334-00-03-0010
TIITF/RECREATION & PARKS
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FL 32399
OR 3807, PG 1814
2-02-1991

SLIGER LINE
FD 5/8" IRC LB 3019 43.89W
BFE 5 FT
FLOODZONE AE
GOVERNMENT LOT 3
N 01°06'31" W 1577.93'
S 01°06'31" E 1567.09'
S 22°06'37" E 1629.63'
S 01°10'40" E 996.00'
S 06°51'07" E 506.81'
200'
FLORIDA EAST COAST RAILROAD
COAST RAILROAD, LLC
OR 6173 PAGE 3130 PARCEL 1199 (PAGE 3141)
NOT INCLUDED
FLORIDA EAST
LEGEND
AREA TO CLEA
SILT FENCE
TREE TO REMO
TREE TO REMA
0 80 160'
SCALE: 1" = 80'
POINT OF BEGINNING
N 89°47'08" W 237.67
N 01°06'31" W 210.83
TRACT C CONSERVATION EASEMENT OR 7049 PG 2774
TRACT B CONSERVATION EASEMENT OR 7049 PAGE 2774 COMMON AREA
CONSERVATION EASEMENT 2 OR 7049 PG 2774
TRACT 2 COMMON AREA DRAINAGE RETENTION
TRACT 1 COMMON AREA DRAINAGE RETENTION
FLORIDA DAYS PHASE 2 MB 56 PG 136-139
TIITF/RECREATION & PARKS 3900 COMMONWEALTH BOULEVARD TALLAHASSEE, FL 32399
SOUTHWEST CORNER OF FLORIDA DAYS PHASE 2, MAP BOOK 56, PAGES 136-139
UNPLATTED
POINT OF COMMENCEMENT PARCEL A NW CORNER OF THE NE ¼ OF SECTION 3, TOWNSHIP 17 SOUTH RANGE 33 EAST
TAX ID 6334-00-03-0010 TIITF/RECREATION & PARKS 3900 COMMONWEALTH BOULEVARD, TALLAHASSEE, FL 32399 OR 3807, PG 1814 2-02-1991
N 88°50'24" E 994.33' TO REFERENCE POINT
N 88°50'24" E 340.52'
N 88°50'24" E 312.59'
75' VEGETATION BUFFER
US GOVERNMENT SURVEY SECTION 3 TOWNSHIP 18 SOUTH RANGE 33 EAST
NORTHWEST CORNER OF THE NE ¼ OF SECTION 3, TOWNSHIP 18 SOUTH, RANGE 33 EAST. GOC. BRASS CAP
N 00°39'09" W 1322.01'
OCKLAWAHA NURSERIES PARTNERSHIP PO BOX 639 TANGERINE, FL 32777 OR 405 PGS 326-329
TRACT A, ESCAPMENT, DETENTION COMMON AREA
OLD SMYRNA TRAIL OLD SMYRNA CIRCUIT 50' R/W
91.42'
FLORIDA DAYS PHASE 1 MB 54 PG 108-111
15.00' ALLEY
25.00' ALLEY
FLOOD ZONE X GRAY
FLOODZONE X
FLOODZONE X SECTION 3 TOWNSHIP 17 SOUTH RANGE 33 EAST
N 89°50'24" E 91.25'
N 67°53'23" E 114.78'
1019 10.00 INV 7.00
1017 10.00
57,112 SQ FT 1.311 AC+/-
CONSERVATION EASEMENT 2 OR 7049 PG 2774
GOVERNMENT LOT 4 SECTION 3 TOWNSHIP 17 SOUTH RANGE 33 EAST
MH 92-32
MH 92-31
MH 92-30
MH 92-29
MH 92-28
MH 92-27
MANHOLE 92-26
FH 8" WATER
155'-SEWER
64'-SEWER
216'-SEWER
100'-SEWER
8" PVC
CREEKSHORE DRIVE
50' PUBLIC ACCESS & UTILITY EASEMENT
24' PAVEMENT
50' R/W
310.69'
213.06'
184.91'
166.19'
161.23'
239.55'
176.56'
1-HR
1 2 3 4 5 6 7 8

NO.	DATE	DESRIPTION
1	1-15-21	SUBMIT TO SJCITY
2	8-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING
SOLUTIONS, INC.
3959 SO. NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

FLORIDA DAYS
PHASE 5
FINAL PLAT & CONSTRUCTION PLANS

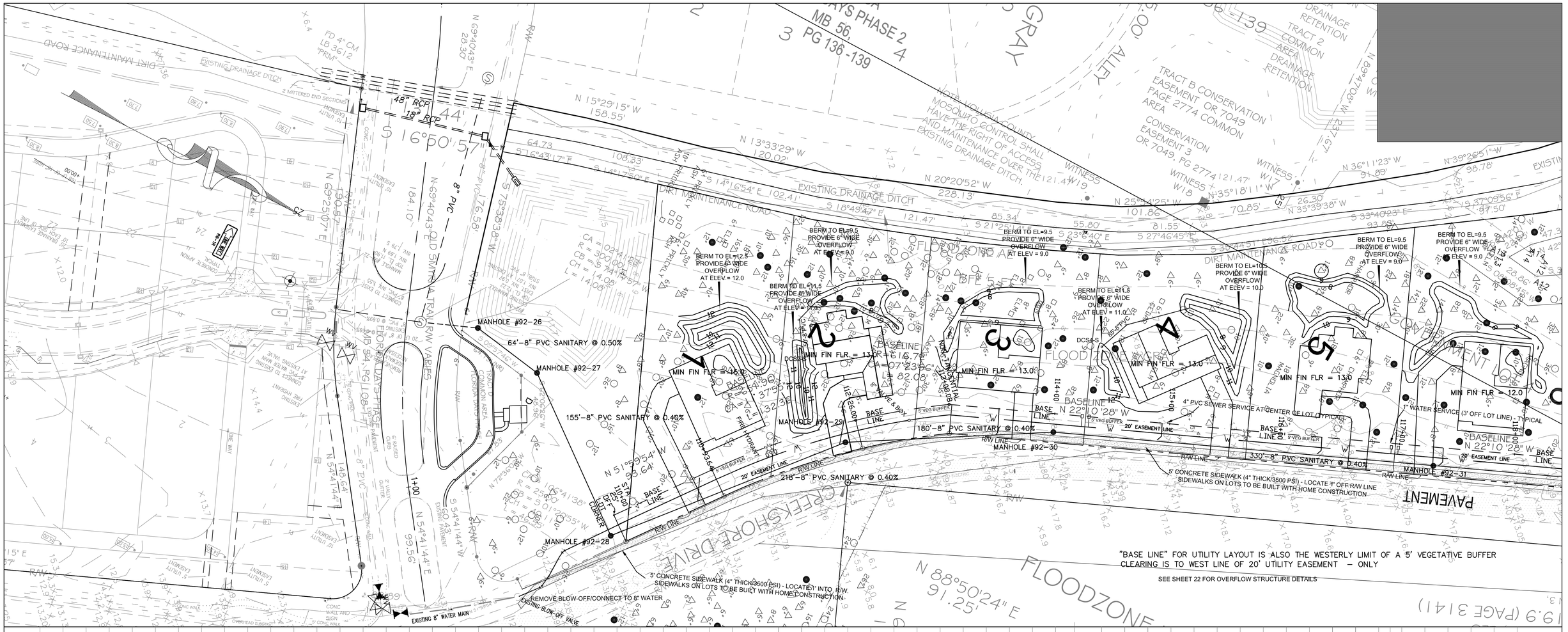
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SHEET TITLE
PHASE 5 DEVELOPMENT PLAN

SHEET
11

542



SCALE: 1" = 40 FT(HORIZ) / 4' (VERT)

NO.	DATE	DESCRIPTION
7	3-23-22	FINAL PLAT & CONSTRUCTION PLANS

NO.	DATE	DESCRIPTION
6	2-11-22	RESUBMIT TO CITY/CO
5	11-05-21	RESUBMIT TO CITY/SJRWMD
4	10-15-21	RESUBMIT TO CITY/SJRWMD
3	8-27-21	RESUBMIT TO CITY
2	8-06-21	RESUBMIT SJRWMD
1	1-15-21	SUBMIT TO CITY/SJRWMD

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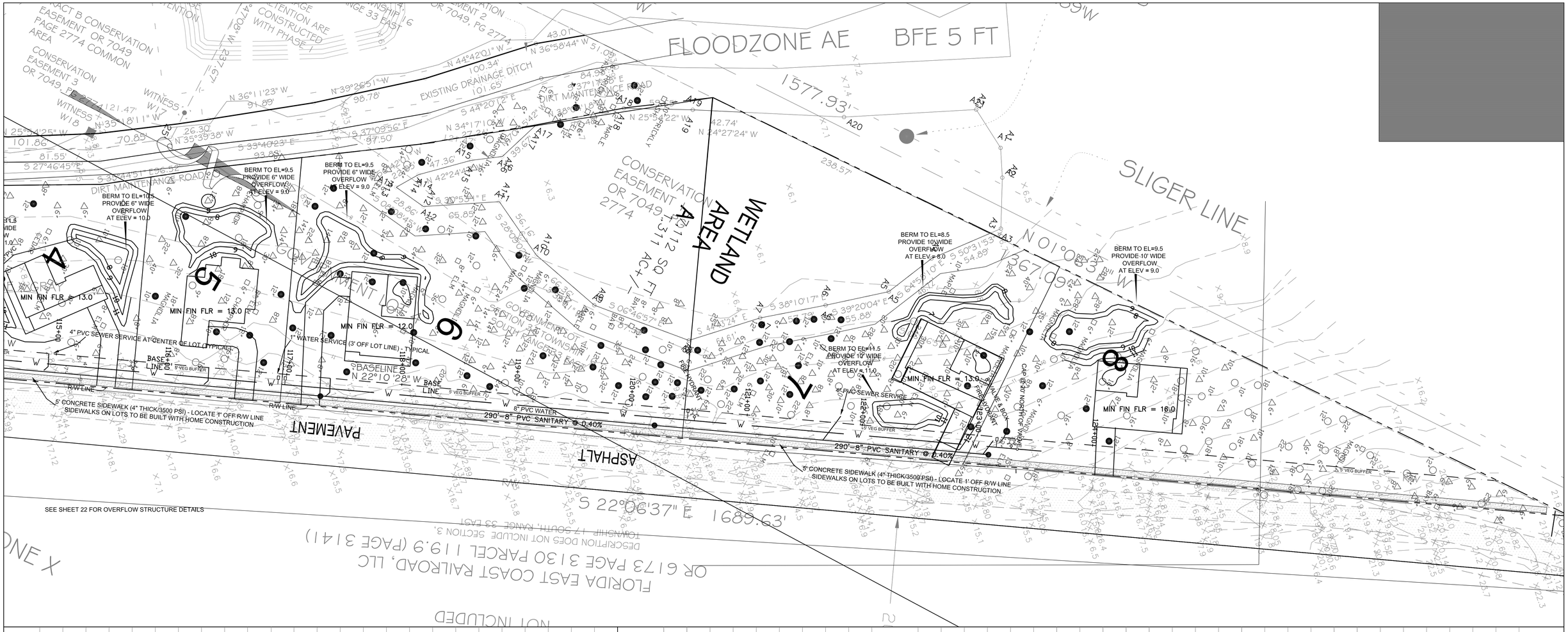
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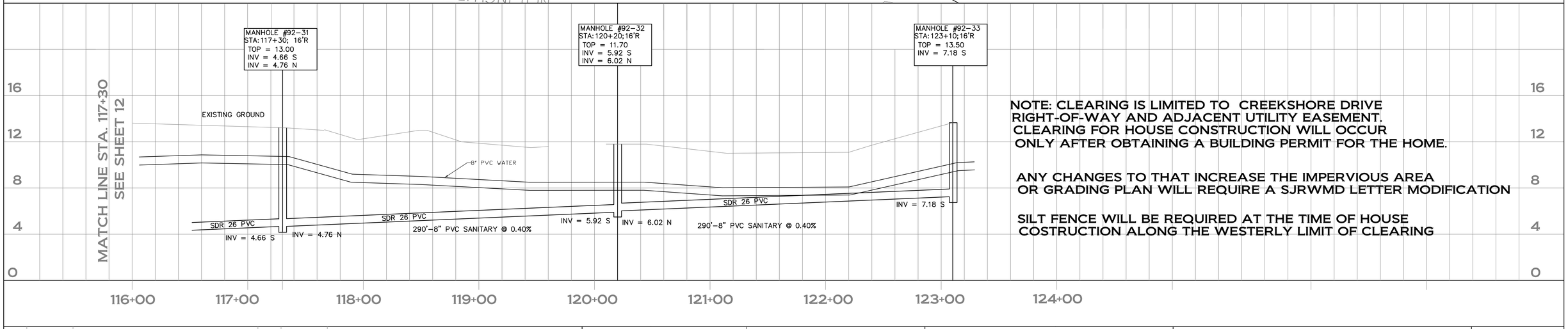
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FLORIDA DAYS
PHASE 5
FINAL PLAT & CONSTRUCTION PLANS
FINAL DEVELOPMENT PLANS - PLAN / PROFILE

SHEET 12





NOTE: CLEARING IS LIMITED TO CREEKSHORE DRIVE RIGHT-OF-WAY AND ADJACENT UTILITY EASEMENT. CLEARING FOR HOUSE CONSTRUCTION WILL OCCUR ONLY AFTER OBTAINING A BUILDING PERMIT FOR THE HOME.

ANY CHANGES TO THAT INCREASE THE IMPERVIOUS AREA OR GRADING PLAN WILL REQUIRE A SJRWMD LETTER MODIFICATION

SILT FENCE WILL BE REQUIRED AT THE TIME OF HOUSE COSTRUCTION ALONG THE WESTERLY LIMIT OF CLEARING

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
			6	2-11-22	RESUBMIT TO CITY/CO
			5	11-05-21	RESUBMIT TO CITY/SJRWMD
			4	10-15-21	RESUBMIT TO CITY/SJRWMD
			3	8-27-21	RESUBMIT TO CITY
			2	8-06-21	RESUBMIT TO SJRWMD
7	3-23-22	FINAL PLAT & CONSTRUCTION PLANS	1	1-15-21	SUBMIT TO CITY/SJRWMD

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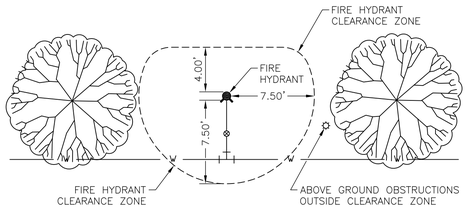
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FLORIDA DAYS
PHASE 5
FINAL PLAT & CONSTRUCTION PLANS
FINAL DEVELOPMENT PLANS - PLAN / PROFILE

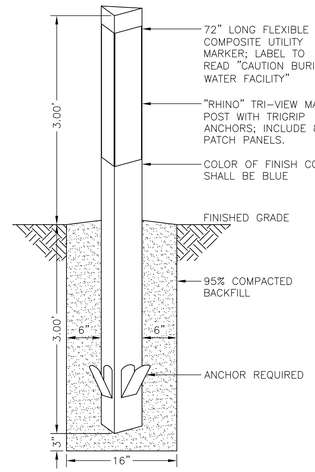
SHEET 13

544



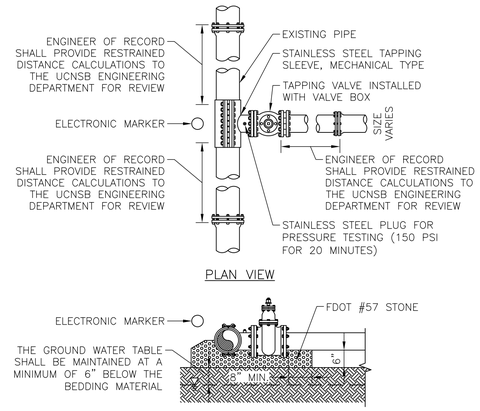
FIRE HYDRANT CLEARANCE ZONE

NTS UCNSB 6/15



VALVE MARKER

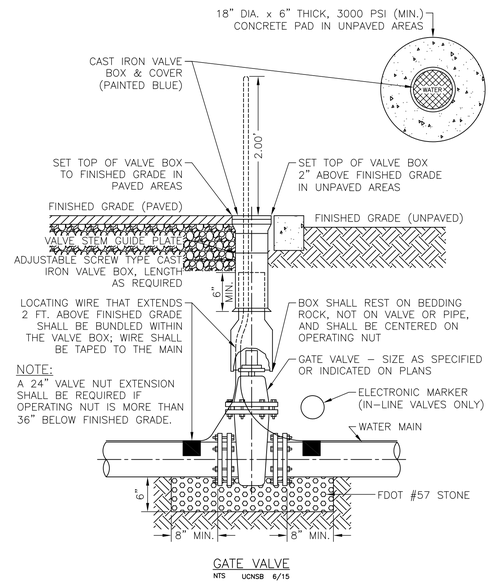
NTS UCNSB 6/15



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 UCNSB ENGINEERING DEPARTMENT APPROVAL.

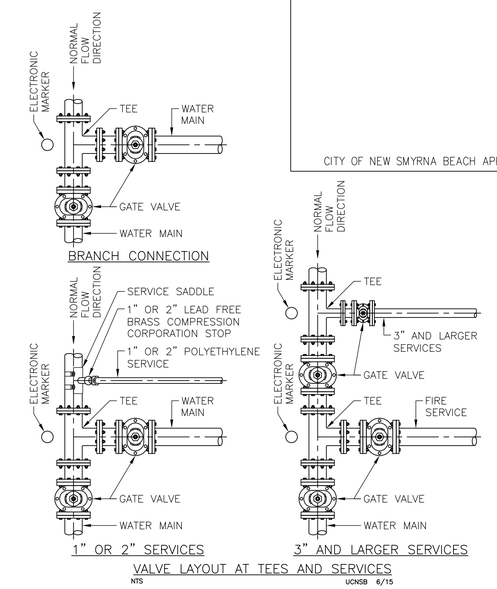
TAPPING SLEEVE AND VALVE

NTS UCNSB 6/15



GATE VALVE

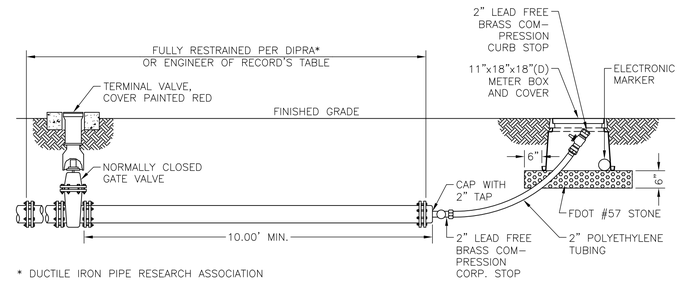
NTS UCNSB 6/15



VALVE LAYOUT AT TEES AND SERVICES

NTS UCNSB 6/15

CITY OF NEW SMYRNA BEACH APPROVAL



* DUCTILE IRON PIPE RESEARCH ASSOCIATION

BLOW OFF VALVE ASSEMBLY

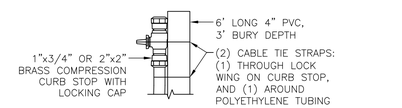
NTS UCNSB 6/15

OTHER PIPE	HORIZONTAL SEPARATION	CROSSING	JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER REGULATED UNDER FAC 62-610 PART III	WATER MAIN; 3 FT MINIMUM	WATER MAIN; 12 INCHES IS THE MINIMUM EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM; WATER MAIN
VACUUM SANITARY SEWER	WATER MAIN; 10 FT PREFERRED 3 FT MINIMUM	WATER MAIN; 6 INCHES IS THE MINIMUM; 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM; WATER MAIN
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER NOT REGULATED UNDER FAC 62-610 PART III	WATER MAIN; 10 FT PREFERRED 6 FT MINIMUM	WATER MAIN; 12 INCHES IS THE MINIMUM EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 6 FT MINIMUM; WATER MAIN

NOTES:
1. LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH FAC RULE 62-555.314.
2. WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
3. IN ADDITION TO FAC RULE 62-555.314, THE UCNSB REQUIRES THAT ALL OTHER UTILITY SEPARATIONS SHALL BE 1 FOOT VERTICALLY ON CROSSINGS AND 3 FEET PARALLEL.

UTILITY SEPARATION

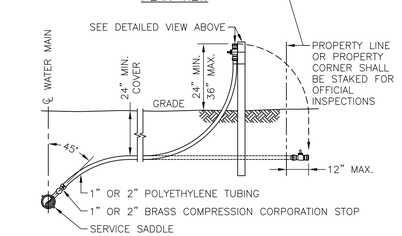
NTS UCNSB 6/15



DETAILED VIEW



PLAN VIEW

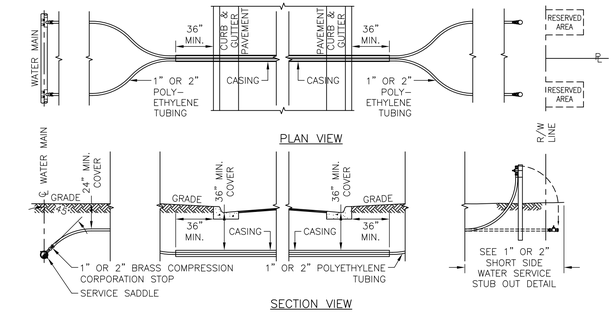


SECTION VIEW

NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL FITTINGS SHALL BE LEAD FREE BRASS.
3. ATTACH WATER SERVICE TO POST AS SHOWN ABOVE.

1" OR 2" SHORT SIDE WATER SERVICE STUB OUT

NTS UCNSB 6/15

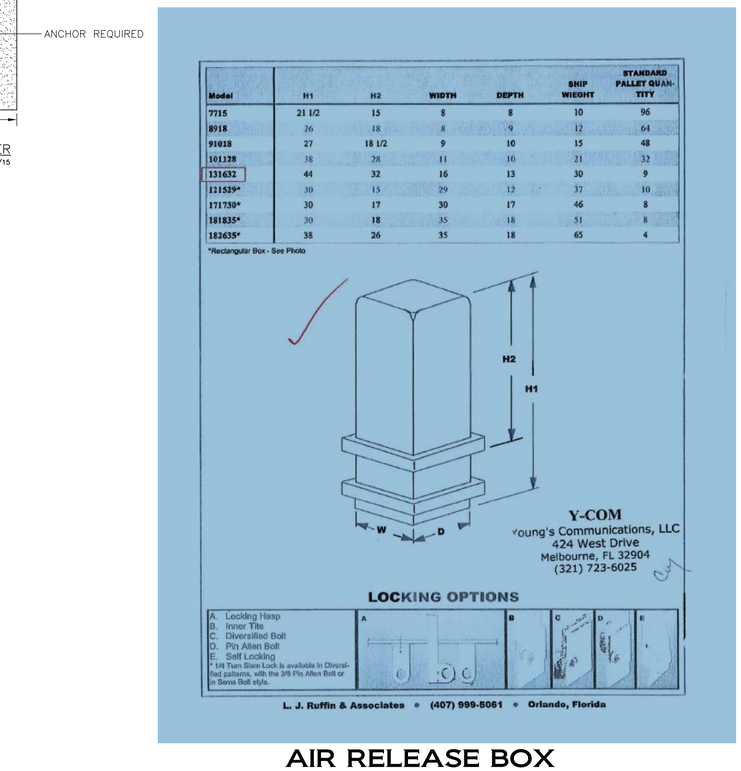


SECTION VIEW

NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL UNDER ROAD SERVICES IN NEW DEVELOPMENTS SHALL BE IN 4" SCHEDULE 40 PVC CASINGS WITH THE EXCEPTION OF DOUBLE 2" SERVICES WHICH REQUIRE A 6" CASING.
3. ALL FITTINGS SHALL BE LEAD FREE BRASS.

1" OR 2" LONG SIDE WATER SERVICE STUB OUT

NTS UCNSB 6/15



AIR RELEASE BOX

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJ/CITY
3	6-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-15-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

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FLORIDA DAYS

PHASES 4 & 5

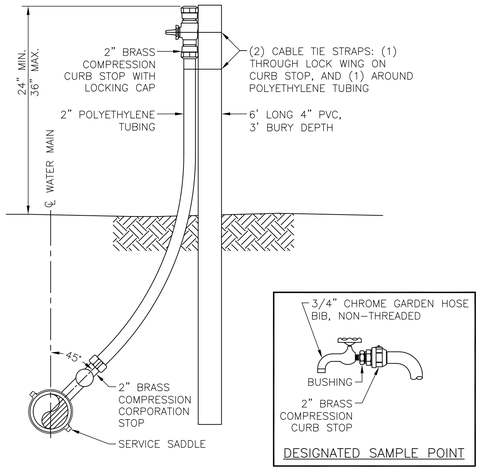
FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE

WATER DETAILS

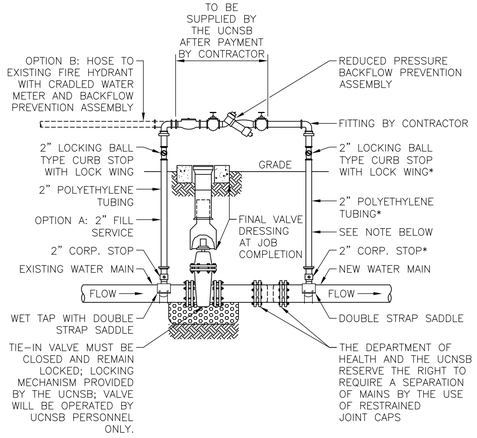
SHEET

14



NOTE:
ALL FITTINGS SHALL BE LEAD FREE BRASS.

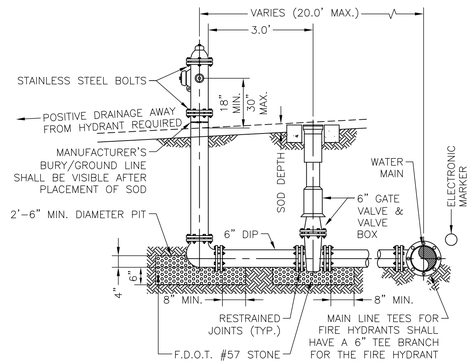
2" TEST SERVICE STUB OUT
NTS UCNSB 6/15



* THESE COMPONENTS COMPRISE THE TEST SERVICE.

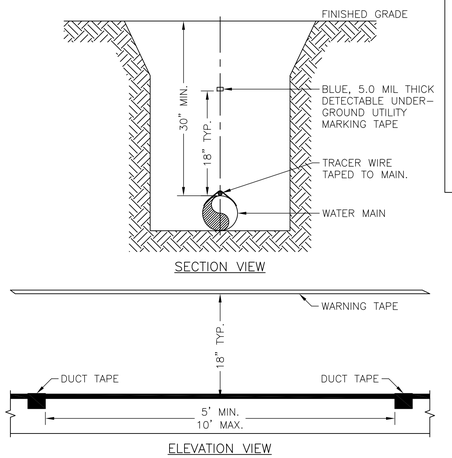
NOTE:
2" TEST SERVICE TO BE STAKED PER TEST SERVICE STUB OUT DETAIL AT JOB COMPLETION.

2" TEMPORARY CONSTRUCTION METER CONNECTION
NTS UCNSB 6/15



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.

FIRE HYDRANT ASSEMBLY
NTS UCNSB 6/15

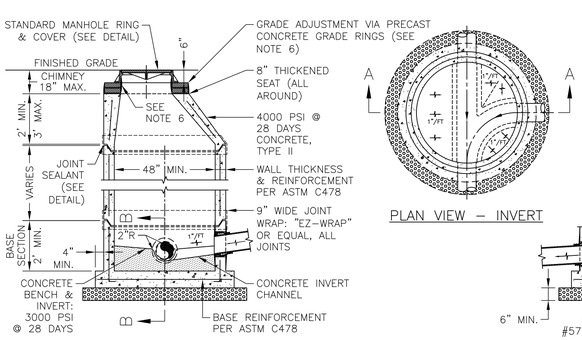


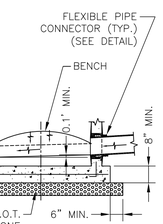
NOTES:
1. ALL PIPE SHALL REQUIRE #14 GAUGE (AWG) HIGH-STRENGTH COPPER CLAD STEEL CONDUCTOR (HS-CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
2. AT RESTRAINED JOINTS, WRAP TRACER WIRE AROUND ONE LUG.

PIPE LOCATING WIRE AND TAPE
NTS UCNSB 6/15

CITY OF NEW SMYRNA BEACH APPROVAL

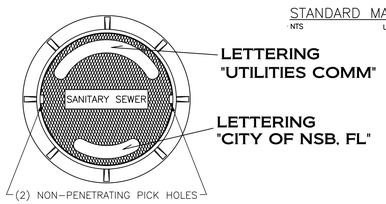
WATER DETAILS



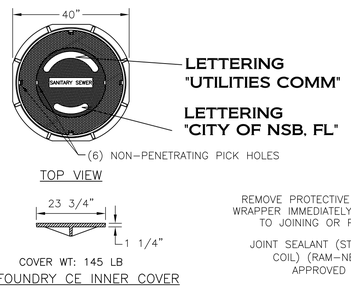


NOTES:
1. PRE-FORMED INVERTS ARE PERMITTED.
2. TOP SECTIONS SHALL BE ECCENTRIC.
3. STRUCTURES SHALL BE INSTALLED LEVEL IN ALL DIRECTIONS.
4. MANHOLE STRUCTURES SHALL BE COATED WITH COAL TAR EPOXY: 1 COAT OR 8 MILS OUTSIDE, 2 COATS OR 16 MILS INSIDE; LINED MANHOLES SHALL BE COATED OUTSIDE ONLY.
5. PIPE CONNECTIONS AT MANHOLE JOINTS ARE NOT PERMITTED.
6. EPOXY MORTAR INSIDE & OUTSIDE OF CHIMNEY/PRECAST CONCRETE GRADE RINGS & PIPE OPENINGS FOR A SMOOTH FINISH.

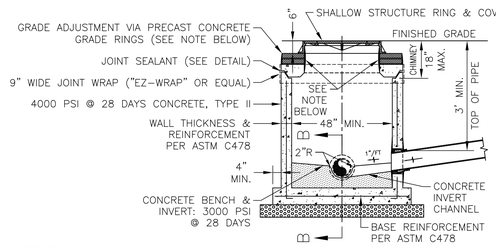
STANDARD MANHOLE
NTS UCNSB 6/15

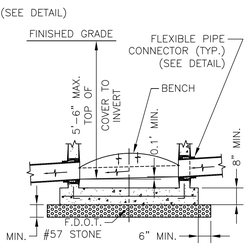


STANDARD MANHOLE RING AND COVER
NTS UCNSB 6/15

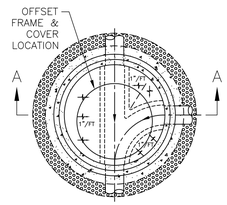


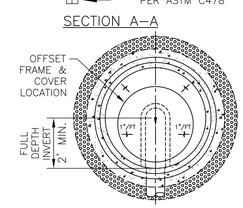
SHALLOW STRUCTURE RING AND COVER
NTS UCNSB 6/15



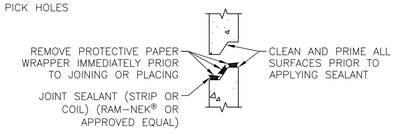


NOTE:
EPOXY MORTAR INSIDE & OUTSIDE OF CHIMNEY/PRECAST CONCRETE GRADE RINGS & PIPE OPENINGS FOR A SMOOTH FINISH.

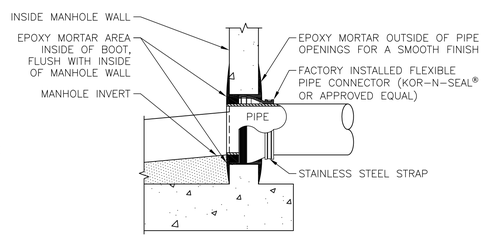




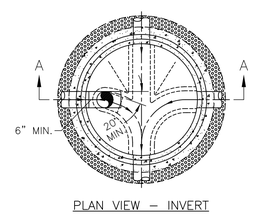
SHALLOW MANHOLE
NTS UCNSB 6/15

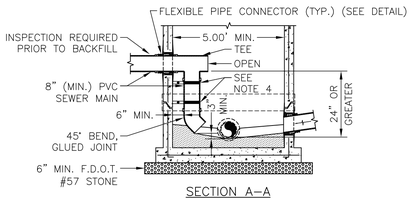


JOINT SEALANT
NTS UCNSB 6/15



FLEXIBLE PIPE CONNECTION
NTS UCNSB 6/15





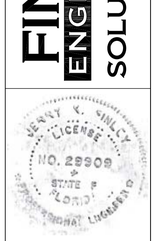
NOTES:
1. NO INVERT BETWEEN 12" & 24" ABOVE THE LOWEST INVERT IS PERMITTED.
2. NEW DROP MANHOLES SHALL HAVE A MINIMUM DIAMETER OF 5 FEET.
3. DROP CONNECTION PIPING SHALL BE PVC & THE SAME SIZE AS THE SEWER MAIN.
4. PIPE BRACKETS SHALL BE STAINLESS STEEL BANDS, (2) MIN. AT 24" MAX. SPACING, ANCHORED TO THE MANHOLE WALL WITH STAINLESS STEEL BOLTS.
5. SEE STANDARD MANHOLE DETAIL FOR MANHOLE SPECIFICATIONS.
6. DROP CONNECTION IN AN EXISTING MANHOLE REQUIRES UCNSB ENGINEERING DEPARTMENT APPROVAL. MANHOLE CORE SHALL NOT BE ON A JOINT.

INSIDE DROP MANHOLE
NTS UCNSB 6/15

SEWER DETAILS

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJC/TY
3	6-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING SOLUTIONS, INC.
3959 SOUTH NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

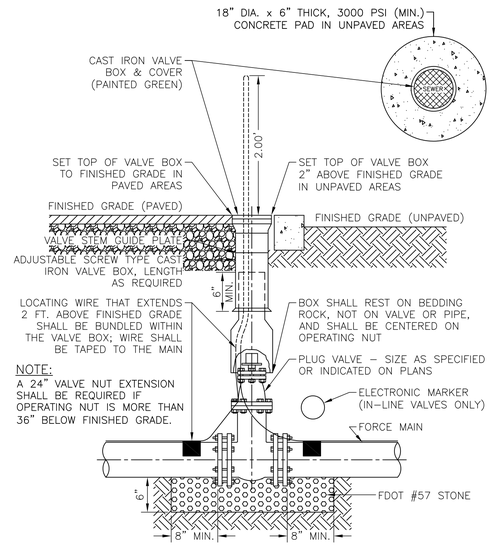


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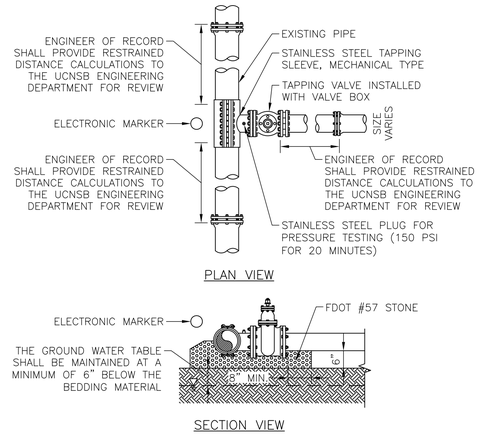
FLORIDA DAYS
PHASES 4 & 5
FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE
WATER & SEWER DETAILS

SHEET
15

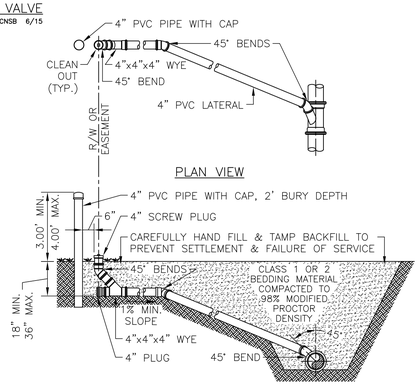


PLUG VALVE
NTS UCNSB 6/15



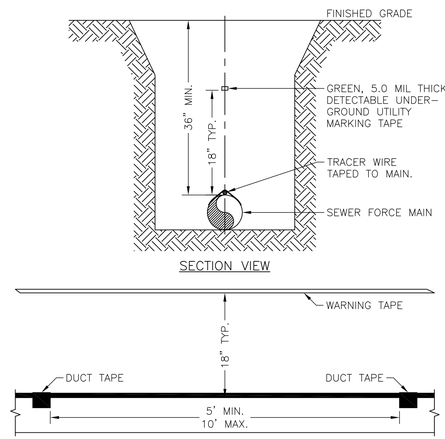
NOTES:
1. FULL LENGTH TAPPING SLEEVE REQUIRED.
2. STAINLESS STEEL TAPPING SLEEVES ARE REQUIRED FOR ALL TYPES OF PIPE MATERIALS.
3. INSTALLATION REQUIRES RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
4. REVERSE SIDE AND VERTICAL TAPPING REQUIRES UCNSB ENGINEERING DEPARTMENT APPROVAL.

TAPPING SLEEVE AND VALVE
NTS UCNSB 6/15



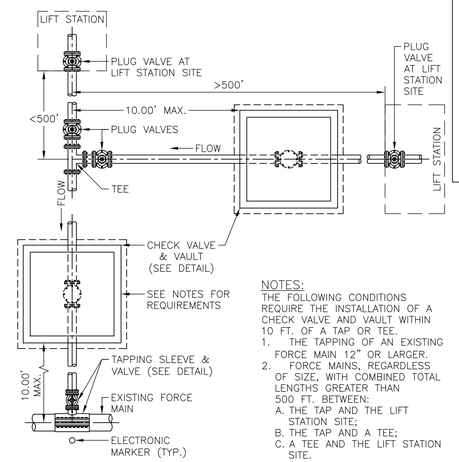
NOTE:
DOUBLE SEWER LATERALS ARE NOT PERMITTED.

SEWER LATERAL
NTS UCNSB 6/15



NOTES:
1. ALL PIPE SHALL REQUIRE #14 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.

PIPE LOCATING WIRE AND TAPE
NTS UCNSB 6/15



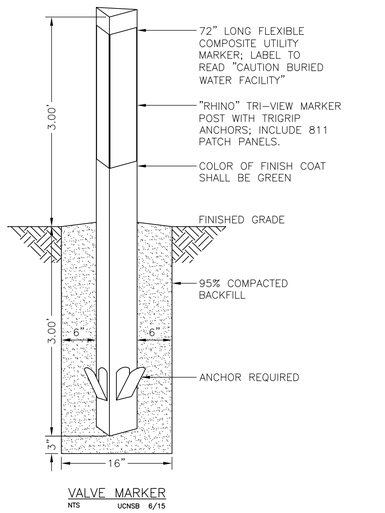
FORCE MAIN VALVE LAYOUT
NTS UCNSB 6/15

NOTES:
THE FOLLOWING CONDITIONS REQUIRE THE INSTALLATION OF A CHECK VALVE AND VAULT WITHIN 10 FT. OF A TAP OR TEE.
1. THE TAPPING OF AN EXISTING FORCE MAIN 12" OR LARGER.
2. FORCE MAINS, REGARDLESS OF SIZE, WITH COMBINED TOTAL LENGTHS GREATER THAN 500 FT. BETWEEN:
   A. THE TAP AND THE LIFT STATION SITE;
   B. THE TAP AND A TEE;
   C. A TEE AND THE LIFT STATION SITE.

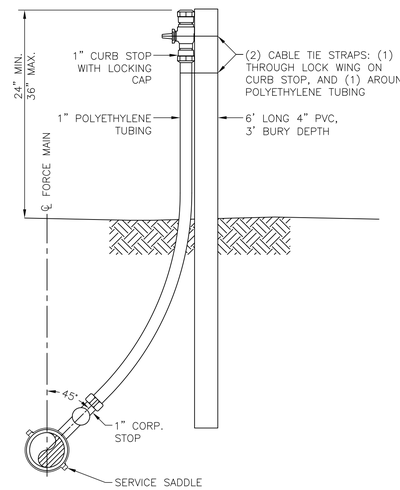
OTHER PIPE	HORIZONTAL SEPARATION	CROSSING	JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER REGULATED UNDER FAC 62-610 PART III	WATER MAIN; 3 FT MINIMUM	WATER MAIN; 12 INCHES IS THE MINIMUM EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM; WATER MAIN
VACUUM SANITARY SEWER	WATER MAIN; 10 FT PREFERRED 3 FT MINIMUM	WATER MAIN; 6 INCHES IS THE MINIMUM; 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM; WATER MAIN
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER NOT REGULATED UNDER FAC 62-610 PART III	WATER MAIN; 10 FT PREFERRED 6 FT MINIMUM	WATER MAIN; 12 INCHES IS THE MINIMUM EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 6 FT MINIMUM; WATER MAIN

NOTES:
1. LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH FAC RULE 62-555.314.
2. WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
3. IN ADDITION TO FAC RULE 62-555.314, THE UCNSB REQUIRES THAT ALL OTHER UTILITY SEPARATIONS SHALL BE 1 FOOT VERTICALLY ON CROSSINGS AND 3 FEET PARALLEL.

UTILITY SEPARATION
NTS UCNSB 6/15



VALVE MARKER
NTS UCNSB 6/15



1" TEST SERVICE STUB OUT
NTS UCNSB 6/15

CITY OF NEW SMYRNA BEACH APPROVAL

NO.	DATE	DESCRIPTION
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FINLEY ENGINEERING SOLUTIONS, INC.

JERRY K. FINLEY LICENSE NO. 29909 STATE OF FLORIDA PROFESSIONAL ENGINEER

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FLORIDA DAYS
PHASES 4 & 5
FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE
SEWER DETAILS

SHEET
16

PUMP STATION DATA TABLE

PUMP STATION NUMBER	DISCHARGE PIPE SIZE	INFLUENT PIPE SIZE	INFLUENT PIPE INV.	A	B	C	D	E	F	G	H	J	K	L	M	N	O	S	T	U	V	W	X	Y	Z	GPM*	TDH	HP	VOLT	PHASE	HERTZ
112	4"	8"	(–)2.09	8"	6'–0"	12"	12"	24"	36"	18"	60"	6"	17"	13"	13"	17"	60"	3.50	(–)6.0	(–)4.5	(–)3.7	(–)2.9	(–)2.0	9.50	10.0	176	69.6	6.5	230	3	60

* 100 GPM MINIMUM

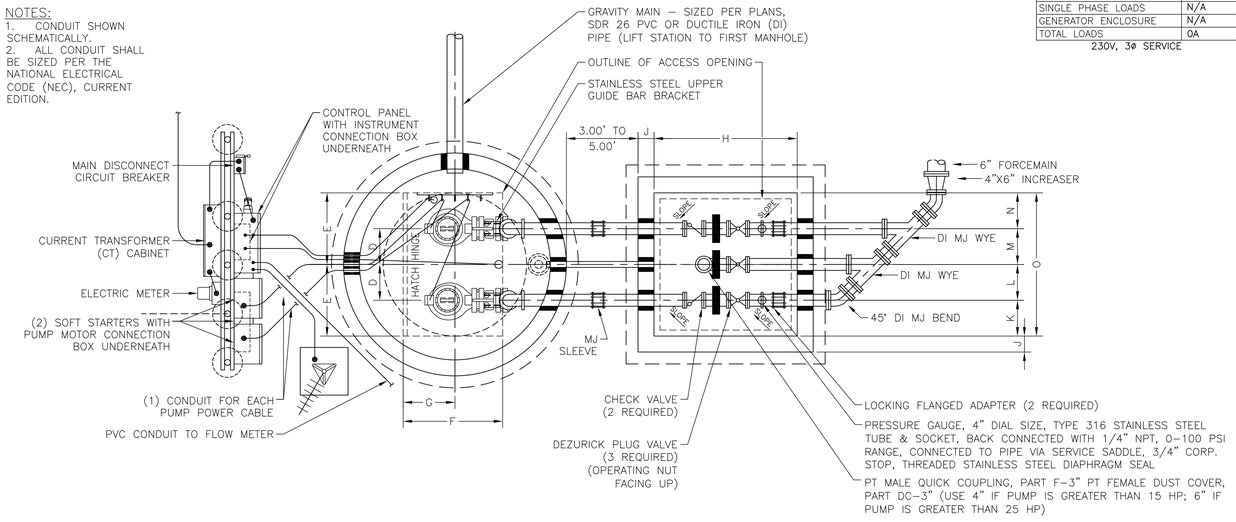
LOAD CALCULATIONS

DESCRIPTION	AMPERES @ 230V
2 PUMPS AT 6.5 HP EA	15AMP
25% OF LARGEST MOTOR	37
TOTAL MOTOR LOADS	296
SINGLE PHASE LOADS	N/A
GENERATOR ENCLOSURE	N/A
TOTAL LOADS	0A

230V, 3ø SERVICE

USE XYLEM "FLYGT" PUMPS – MODEL C 3102SH–3 ADAPTIVE 256

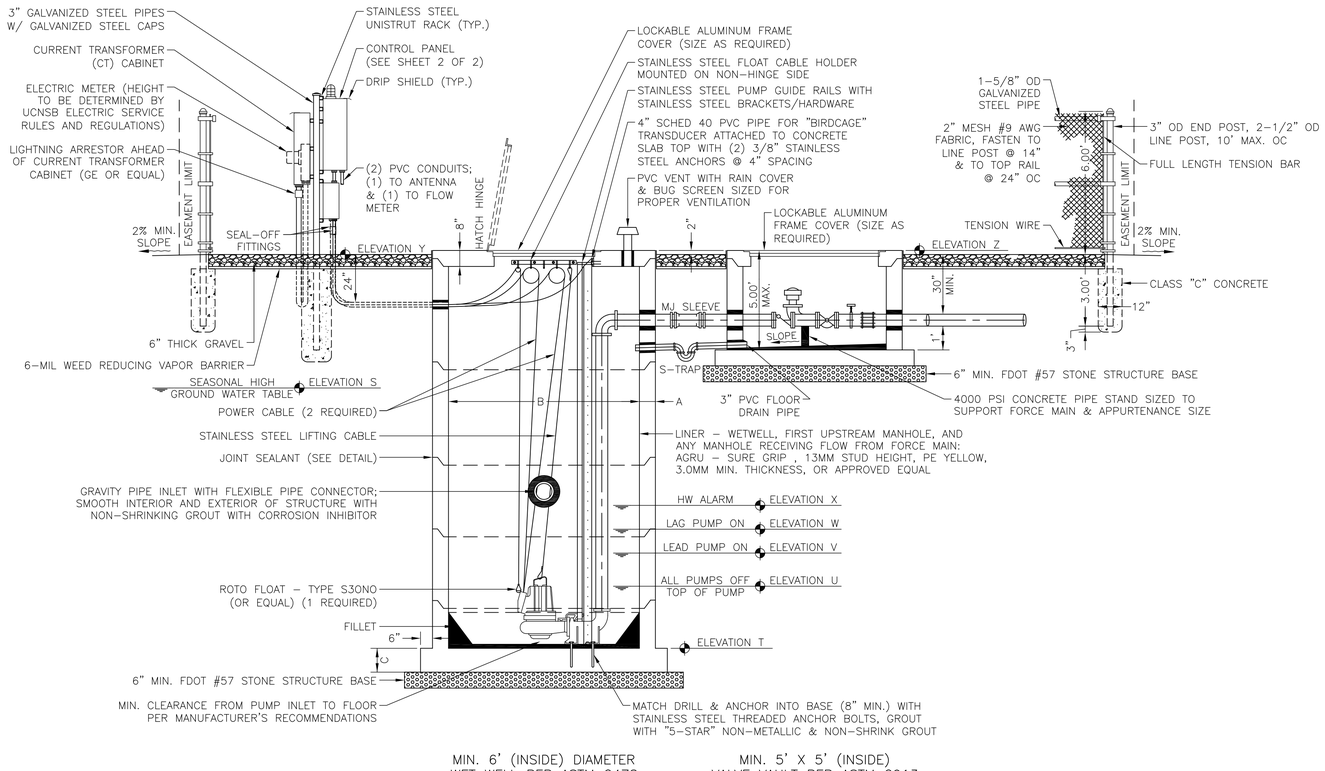
NOTES:
1. CONDUIT SHOWN SCHEMATICALLY.
2. ALL CONDUIT SHALL BE SIZED PER THE NATIONAL ELECTRICAL CODE (NEC), CURRENT EDITION.



MIN. 6' (INSIDE) DIAMETER WET WELL PER ASTM C478

MIN. 5' X 5' (INSIDE) VALVE VAULT PER ASTM C913

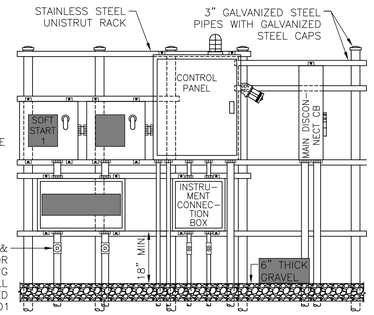
WET WELL / VALVE VAULT PLAN VIEW
NTS UCNSB 6/15



MIN. 6' (INSIDE) DIAMETER WET WELL PER ASTM C478

MIN. 5' X 5' (INSIDE) VALVE VAULT PER ASTM C913

SECTION A–A
NTS UCNSB 6/15



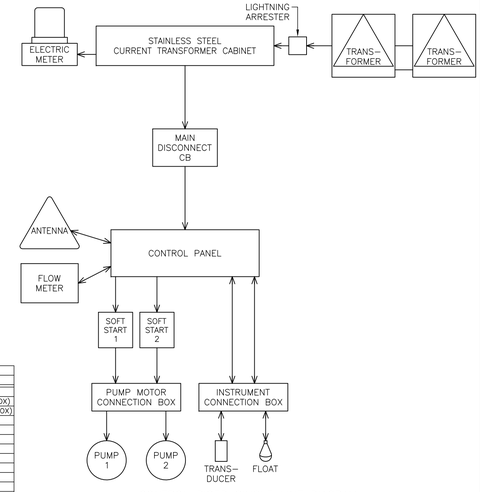
NOTES:
1. ALL MOUNTING HARDWARE SHALL BE TYPE 316 STAINLESS STEEL.
2. ALL ENCLOSURES SHALL BE TYPE 316 STAINLESS STEEL, NEMA 4X RATED, WITH GASKETED WEATHER–PROOF DOORS.

EQUIPMENT RACK ELEVATION (WET WELL SIDE)
NTS UCNSB 6/15

CITY OF NEW SMYRNA BEACH APPROVAL

ABBREVIATIONS

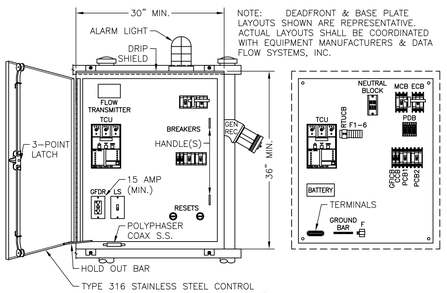
A AMPS	DRB DUPLEX RECEPTACLE BREAKER	ISR INTRINSICALLY SAFE RELAY	NO NORMALLY OPEN	SOST SOFT STARTER
AC ALTERNATING CURRENT	ECB EMERGENCY CIRCUIT BREAKER	LA "A" PHASE LINE	OL OVERLOAD	TB# TERMINAL BLOCK [NUMBER]
ALM ALARM	EXT EXTERNAL	LB "B" PHASE LINE	PDP POWER DISTRIBUTION PANEL	TCU TELEMETRY CONTROL UNIT
ATS AUTOMATIC TRANSFER SWITCH	FB# FUSE BLOCK [NUMBER]	LC "C" PHASE LINE	PM PHASE MONITOR	TFS TRANSIENT FILTER SHIELD
AUX AUXILIARY	FLA FULL LOAD AMPS	LCB LIGHT CIRCUIT BREAKER	PWR POWER	TGND SAFETY GROUND
BATT BATTERY	FM FLOW METER	LVL LEVEL	R# RESISTOR [NUMBER]	T–STAT THERMOSTAT
C CONDUIT	FMCB FLOW METER CIRCUIT BREAKER	mA MILLIAMPS	RTS REQUEST TO SEND	TXD TRANSMIT DATA
CB CIRCUIT BREAKER	FR FLOAT REGULATOR	MCB MAIN CIRCUIT BREAKER	RTU REMOTE TERMINAL UNIT	V VOLTS
CCB CONTROL CIRCUIT BREAKER	GFDR GROUND FAULT DUPLEX RECEPTACLE	MCP MOTOR CIRCUIT PROTECTOR	RXD RECEIVE DATA	VAC VOLTS ALTERNATING CURRENT
COM COMMON	GND GROUND	MS MOTOR STARTER	SA SURGE ARRESTOR	VDC VOLTS DIRECT CURRENT
CTS CLEAR TO SEND	HP HORSEPOWER	MTR MOTOR	SS SURGE SUPPRESSOR	VFD VARIABLE FREQUENCY DRIVE
DFS DATA FLOW SYSTEMS, INC.	ISB INTRINSICALLY SAFE BARRIER	N, NEUT NEUTRAL	SIL SILENCE	XFMR TRANSFORMER



CONTROL RISER SINGLE LINE DIAGRAM
NTS UCNSB 6/15

NOTE: ALL PARTS LISTED ARE "OR APPROVED EQUAL".			
QTY.	ABBR.	DESCRIPTION	MANUFACTURER, PART#
1	ENC	ENCLOSURE, TYPE 316 STAINLESS STEEL, NEMA 4X	CUSTOM EQUIPMENT, 36X30X12 W/3PT. LATCH
1	ENC	ENCLOSURE, TYPE 316 STAINLESS STEEL, NEMA 4X	CUSTOM EQUIPMENT, 18X30X8 (PUMP CONNECTION BOX)
1	ENC	ENCLOSURE, TYPE 316 STAINLESS STEEL, NEMA 4X	CUSTOM EQUIPMENT, 18X18X8 (INSTR. CONNECTION BOX)
4		DIN RAIL, 1 METER	SCHNEIDER ELECTRIC, 16–7002DN
1	MCB	**MAIN CIRCUIT BREAKER, 000A**	**SQUARE D, X (SIZE PER PUMP MANUFACTURER)**
1	ECB	**EMERGENCY CIRCUIT BREAKER, 000A**	**SQUARE D, X (SIZE PER PUMP MANUFACTURER)**
2	PCB1,2	**PUMP CIRCUIT BREAKER, 000A**	**SQUARE D, X (SIZE PER PUMP MANUFACTURER)**
2	PDPCB	POWER DISTRIBUTION PANEL CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	CCB	CONTROL CIRCUIT BREAKER, 30A	SQUARE D, QOU130
1	LCB	LIGHT CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	DRB	GFDR CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	RTUCB	RTU CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	FMCB	FLOW METER CIRCUIT BREAKER, 20A	SQUARE D, QOU120
1	TCB	TFS/TCU CIRCUIT BREAKER, 10A	DFS, 014–0010
2	F4,5	FUSE, 15A	BUSSMANN, FNQR15
2	F6,10	FUSE, 1/4A	BUSSMANN, KLM–1/4
2	F7,8	FUSE, 6A	X, X
1	XFMR	**0KVA, 000V/000V, CONTROL TRANSFORMER**	**SQUARE D, X**
1	GFDR	120V GROUND FAULT DUPLEX RECEPTACLE	HUBBELL, GFRS2520A
1	LS	LIGHT SWITCH & FACE PLATE	HUBBELL, CS1201I & P1
1		PANEL LIGHT	AMERICAN LIGHTING, LXC–2H–WH
1		COOLING FAN	EBM–PAPST, ACI 4420 HH
1		FLASHING ALARM LIGHT	INGRAM PRODUCTS, INC., SBN120AC
2	MS1,2	MOTOR STARTER RELAY	**(GENERAL PURPOSE RELAY, DPDT, 24VDC)**
1	TCU	TAC PACK TELEMETRY CONTROL UNIT – TCU001	DFS, DFS–00367–011–02
1		WIRE/COMPONENT HARNESS	DFS, DFS–00396–108–02
7	F#	FUSE AND HOLDER, WAGO	DFS, DFS–00271–008–09, 1AMP SLOW BLOW
2	R1,2	RESISTOR BLOCK, 100K, WAGO	DFS, DFS–00271–008–07 (REQ'D FOR 480V)
0	R3,4	RESISTOR BLOCK, 47K, WAGO	DFS, DFS–00271–008–01
2	R3,4	RESISTOR BLOCK, 100K, WAGO	DFS, DFS–00271–008–07
1	TFS	TRANSIENT FILTER SHIELD – TFS001	DFS, DFS–00306–008–01
1		POLYPHASER COAXIAL SURGE PROTECTION KIT	DFS, DFS–00392–008–01
1		BATTERY BACKUP	DFS, DFS–00363–008–02
1		46" RF PIGTAIL	DFS, DFS–00125–008–12
1	SS1	**000V SURGE SUPPRESSOR**	**DITEK, DTK–**
1	SS2	120V SURGE SUPPRESSOR (DFS MODEL SPS001)	DITEK, DTK–120HW
1	ISR	INTRINSICALLY SAFE RELAY	ATC DIVERSIFIED, ISO–120–AFA
1	SA	SURGE ARRESTOR	PHOENIX CONTACT, TT–2–PE–24DC, 2838186
1		END COVER FOR SURGE ARRESTOR	PHOENIX CONTACT, 2838995
1	ISB	INTRINSICALLY SAFE BARRIER	DWYER INSTRUMENTS, MTLS041
2		PUMP SPLICER TERMINAL BLOCK	BUSSMANN, 16204–3
29	TB#	TERMINAL BLOCK	SQUARE D, 9080GR6
1		FOLDING LAPTOP SHELF, 18"	SCHAEFER'S ELECTRICAL ENCLOSURES, SP–SHELF18
1	GEN REC	GENERATOR RECEPTACLE	RUSSELLSTOLL, JRSB1044FR
1	FLOAT	ROTO–FLOAT SWITCH	ANCHOR SCIENTIFIC, S3ONO
1	BCT	BIRDCAGE* LEVEL TRANSDUCER	BLUE RIBBON CORP., BC001
2	SOST1,2	SOFT STARTER	**BALDOR, MST–000–XX**
1	FM	FLOW METER, ULTRASONIC	CLARK SONIC*, CSLFC

CONTROL PANEL ELECTRICAL BILL OF MATERIALS
NTS UCNSB 6/15



NOTE: DEADFRONT & BASE PLATE LAYOUTS SHOWN ARE REPRESENTATIVE. ACTUAL LAYOUTS SHALL BE COORDINATED WITH EQUIPMENT MANUFACTURERS & DATA FLOW SYSTEMS, INC.

TYPE 316 STAINLESS STEEL CONTROL CABINET, NEMA 4X, 36"H x 30"W x 12"D (MIN. DIMENSIONS), W/ GASKETED WEATHER–PROOF DOOR & PADLOCK HASP WITH INTERNAL "DEAD FRONT" SAFETY DOOR

ENCLOSURE & DEADFRONT LAYOUT

BASE PLATE LAYOUT

CONTROL PANEL ELEVATION
NTS UCNSB 6/15

120V SCHEDULE SHOWN FOR GENERAL INFO ONLY. CIRCUIT BREAKERS ARE AN INTEGRAL PART OF THE FACTORY ASSEMBLED CONTROL PANEL. SEE SCHEMATIC FOR DETAILS.

CKT	DESCRIPTION	VA	BKR	WIRES	CONDUIT
PCB1,2	PUMP	000	0P–00A	2–#12, 1–#12 GND	INTERNAL
CCB	CONTROL CB/DFS TCU	500	1P–30A	2–#12, 1–#12 GND	INTERNAL
LCB	PUMP CP LIGHT	240	1P–20A	2–#12, 1–#12 GND	INTERNAL
DRB	PUMP CP RECEPTACLE	360	1P–20A	2–#12, 1–#12 GND	INTERNAL
RTU	REMOTE TELEMETRY UNIT	000	1P–20A	2–#12, 1–#12 GND	INTERNAL
FMCB	FLOW METER	100	1P–20A	2–#12, 1–#12 GND	INTERNAL
TCB	TRANSIENT FILTER SHIELD	300	1P–10A	2–#12, 1–#12 GND	INTERNAL
MS1A	PUMP 1 PROTECTION RELAY	000	1P–20A	2–#12, 1–#12 GND	INTERNAL
MS2A	PUMP 2 PROTECTION RELAY	000	1P–20A	2–#12, 1–#12 GND	INTERNAL
F11	FLOW TRANSMITTER	1A	1A FUSE	2–#12, 1–#12 GND	SCH 40 PVC/INTERNAL
	TOTAL	0000			

LIFT STATION CONTROL PANEL SCHEDULE
NTS UCNSB 6/15

NO.	DATE	DESRIPTION
1	1-15-21	SUBMIT TO SJCITY
3	8-27-21	RESUBMIT TO CITY
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5	2-11-22	RESUBMIT-CITY/CO
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FINLEY ENGINEERING SOLUTIONS, INC.

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FLORIDA DAYS

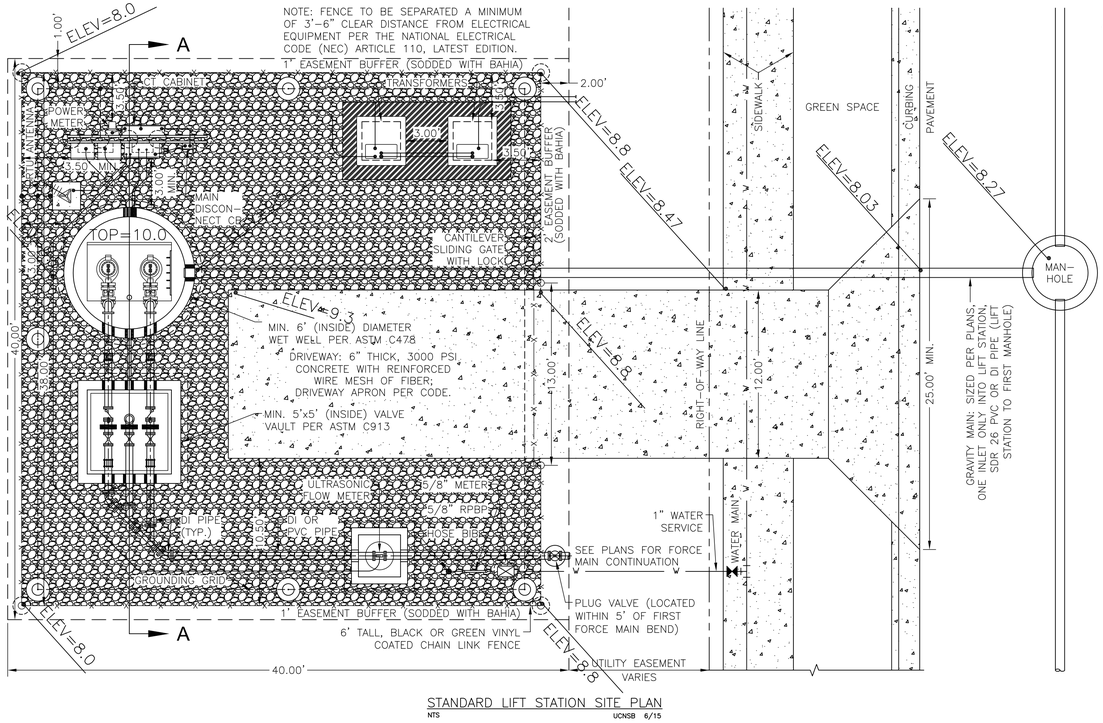
PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE
LIFT STATION DETAILS

SHEET
17

548



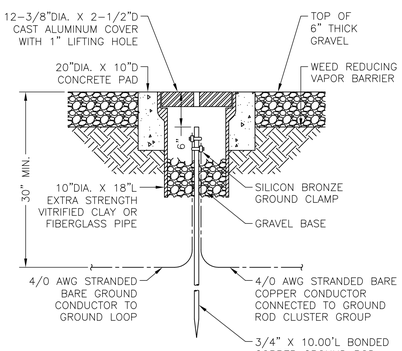
STANDARD LIFT STATION SITE PLAN
NTS UCNSB 6/15

LIFT STATION NOTES:

1. LIFT STATION SITE SHALL BE A MINIMUM OF 40' X 40' IN SIZE, EXCLUSIVE OF OTHER EASEMENT(S).
2. VARIATIONS TO STANDARD SITE PLAN MUST BE APPROVED BY THE UCNSB ENGINEERING DEPARTMENT.
3. ALL AREAS INSIDE OF FENCE SHALL BE COVERED WITH 6" DEEP FDOT #57 STONE OVER 6-MIL WEED REDUCING VAPOR BARRIER.
4. ELEVATION OF EASEMENT AREA SHALL BE SET TO PROVIDE POSITIVE DRAINAGE AWAY FROM LIFT STATION.
5. DRIVEWAY: 6" THICK, 3,000 PSI CONCRETE WITH REINFORCED WIRE MESH OF FIBER; DRIVEWAY APRON PER APPLICABLE STATE OR LOCAL CODES.
6. POTABLE WATER SERVICE WITH METER, BACKFLOW PREVENTION DEVICE AND HOSE BIB IS REQUIRED. HOSE BIB SHALL BE POSTED 36" ABOVE GRADE AND THREADED FOR HOSE ATTACHMENT.
7. ONLY ONE INVERT PER WETWELL.
8. A CLARK SONIC ULTRASONIC FLOW METER, WHEN REQUIRED BY THE FDEP, SHALL BE INSTALLED WITHIN A 3 FT. X 3 FT. (INSIDE) STRUCTURE CONFORMING WITH ASTM C913.
9. LIFT STATIONS INTENDED TO SERVE MORE THAN 500 ERU'S SHALL HAVE PROVISIONS FOR A PERMANENT BACK-UP GENERATOR OR OTHER POWER SOURCE AND A FULLY AUTOMATIC OPERATING TRANSFER SWITCH TO SUPPLY A MINIMUM OF 24 HOURS NORMAL OPERATION IN THE EVENT OF A POWER OUTAGE. ADDITIONAL EASEMENT IS REQUIRED FOR AN EXTERNAL FUEL TANK.
10. ALL STRUCTURE OPENINGS BELOW GRADE SHALL BE SEALED WITH NON-SHRINK STRUCTURAL MORTAR, EMACO® S88 CI OR EQUAL.
11. ENGINEERS SHALL INCLUDE A DETAILED SITE PLAN FOR PROPOSED LIFT STATIONS AT A SCALE OF 1" = 10'. AT A MINIMUM, SITE PLANS SHALL INCLUDE:
11.1. PROFILE OF GRAVITY PIPE.
11.2. COMPLETE LIFT STATION GRADING PLAN.
11.3. LOCATION OF ALL APPURTENANCES.
12. ELECTRICAL SERVICE SHALL BE FURNISHED AND INSTALLED PER UCNSB REQUIREMENTS.
13. ELECTRIC SERVICE METER AND ANTENNA SHALL BE LOCATED TO FIT FIELD CONDITIONS WITH THE UCNSB'S APPROVAL.
14. CONTRACTOR SHALL FURNISH AND INSTALL:
14.1. ONE (1) PUMP CONTROL PANEL WITH THE FOLLOWING EQUIPMENT:
14.1.1 ONE (1) TCU MODULE PROVIDED BY DATA FLOW SYSTEMS (DFS).
14.1.2 CIRCUIT BREAKERS.
14.1.3 DISCONNECT SWITCHES.
14.1.4 OTHER MISCELLANEOUS ELECTRICAL EQUIPMENT AS INDICATED ON THE RISER DIAGRAMS AND ELECTRICAL CONTROL SCHEMATIC.
14.2. MINIMUM: TWO (2) FULL VOLTAGE, NON-REVERSING, MOTOR STARTERS. STARTERS SHALL HAVE SOFT START CAPABILITIES; PUMPS SHALL BE DESIGNED FOR SOFT STARTERS AND SHALL BE THREE-PHASE UNLESS OTHERWISE APPROVED BY THE UCNSB ENGINEERING DEPARTMENT.
15. ALL PIPE IN THE WET WELL AND VALVE VAULT SHALL BE DUCTILE IRON PIPE.

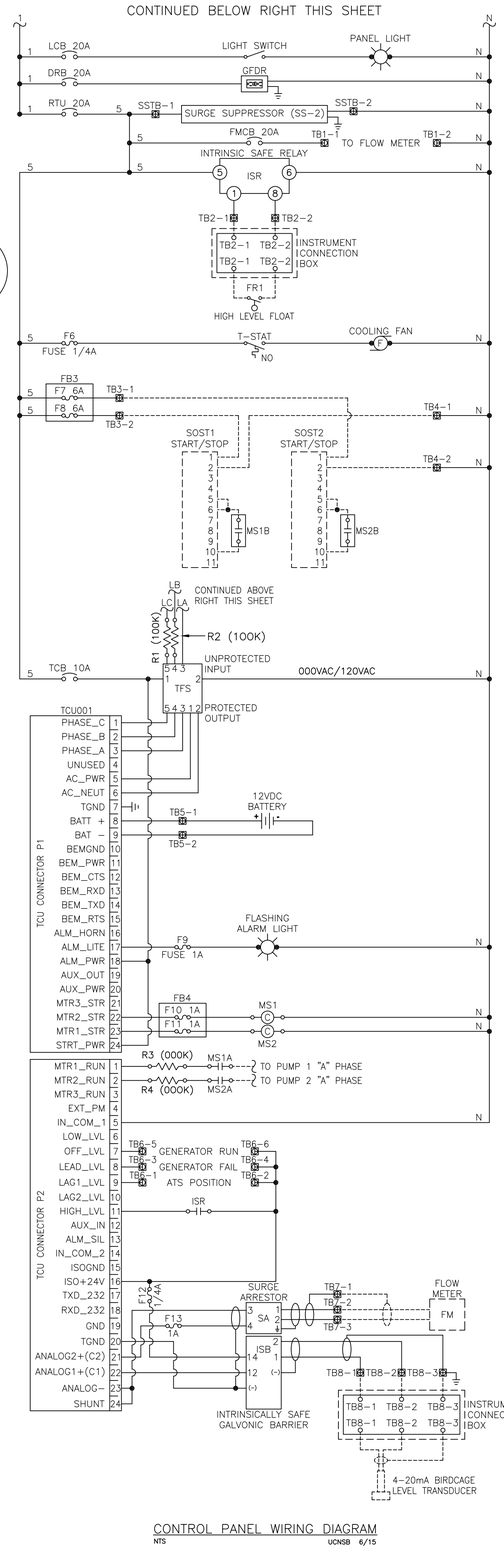
LIFT STATION WET WELLS ARE CLASSIFIED AS A CLASS 1 DIVISION 1 HAZARDOUS LOCATION

SEAL-OFF CONNECTIONS AND CONDUIT CONSTRUCTION FOR ALL CONDUITS PENETRATING INTO THE WET WELL SHALL COMPLY WITH, AND BE INSTALLED PER, NEC ARTICLE 501



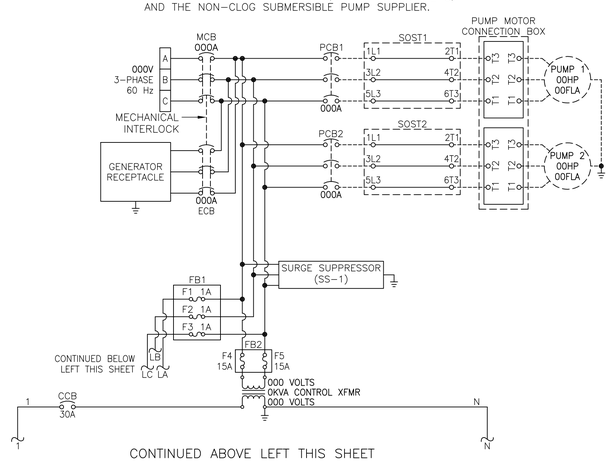
NOTE:
REFER TO PROJECT SPECIFICATION FOR MINIMUM SYSTEM RESISTANCE TO GROUND. IF THIS RESISTANCE CANNOT BE MET WITH SINGLE 10.00' RODS, ADD ADDITIONAL SECTIONS TO RODS OR ADD NEW RODS AS REQUIRED, SPACED AT 6.00' TO 10.00' OC.

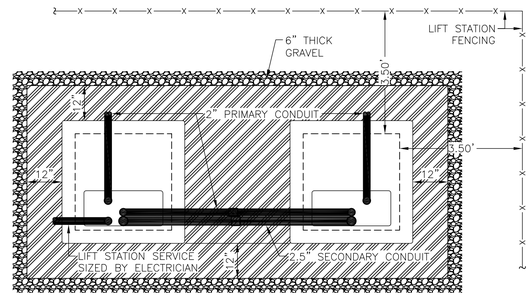
GROUND ROD/GROUND LOOP TEST POINT
NTS UCNSB 6/15



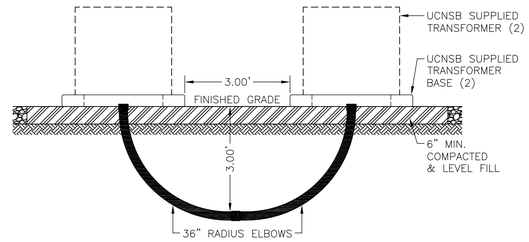
CONTROL PANEL WIRING DIAGRAM
NTS UCNSB 6/15

NOTE: CONTRACTOR SHALL COORDINATE PANEL WIRING AND COMPONENTS WITH THE U.C.N.S.B., DATA FLOW SYSTEMS, AND THE NON-CLOG SUBMERSIBLE PUMP SUPPLIER.





PLAN VIEW



SECTION VIEW

NOTES:
1. TRANSFORMER FOUNDATION TO BE PLACED ON A 6" MINIMUM COMPACTED AND LEVEL LAYER.
2. THE GROUND SHALL BE LEVELED AND THOROUGHLY COMPACTED BEFORE PAD IS INSTALLED.
3. ALL CONDUITS ARE TO BE STUBBED UP IN THE MIDDLE AT THE FORWARD MOST PORTION OF THE ACCESS PORT.
4. ALL SERVICE ELBOWS MUST BE STUBBED OUT PRIOR TO SETTING THE TRANSFORMER.
5. IF THE CUSTOMER PLANS TO RUN A NUMBER OF CONDUCTORS BEYOND THE MAXIMUM ALLOWED, A JUNCTION BOX MAY BE REQUIRED FOR TERMINATION OF CUSTOMER'S CONDUCTORS.
6. FILLED SERVICE CONDUITS SHALL BE TO THE REAR OF THE PAD WITH SPARE SERVICE CONDUITS TO THE FRONT.
7. CONTACT THE UCNSB REPRESENTATIVE FOR DETERMINATION OF NEED FOR TRAFFIC BARRIERS. EXACT ORIENTATION OF THE TRANSFORMER IN THE FIELD MUST BE APPROVED BY THE UCNSB.
8. IN AREAS WHERE TRANSFORMERS ARE TO BE ELEVATED ABOVE FINISHED GRADE, THE UCNSB ENGINEERING DEPARTMENT MUST BE CONTACTED TO COMPLY WITH SPECIAL RULES.
9. EIGHT (8) SERVICES MAXIMUM IN TRANSFORMER.
10. CONDUCTORS TO BE MARKED WITHIN 12" OF CONDUIT WITH PHYSICAL ADDRESS AND COLORED TAPE.

LIFT STATION SINGLE-PHASE PAD MOUNTED TRANSFORMERS SETTING
NTS UCNSB 6/15

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJCITY
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING SOLUTIONS, INC.
3959 SOUTH NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

JERRY K. FINLEY, P.E. NO. 29909 STATE OF FLORIDA PROFESSIONAL ENGINEER

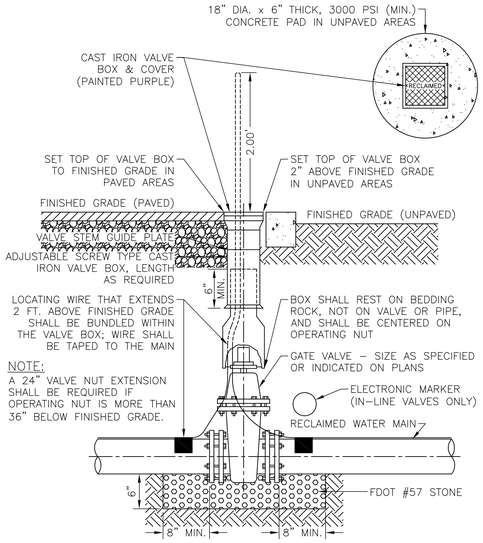
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FLORIDA DAYS
PHASES 4 & 5
FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE
LIFT STATION DETAILS

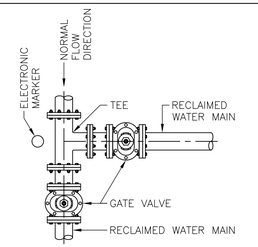
SHEET
18

549

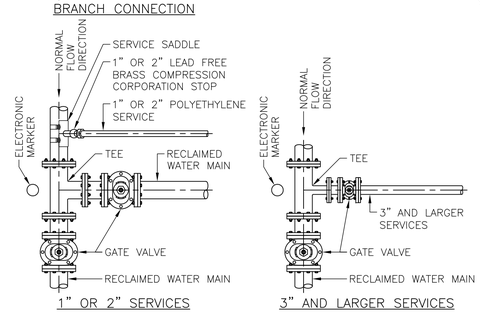


GATE VALVE

NTS UCNSB 6/15

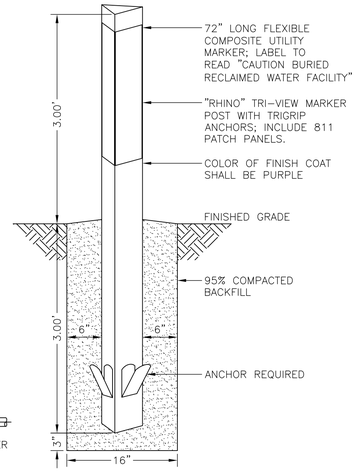


BRANCH CONNECTION



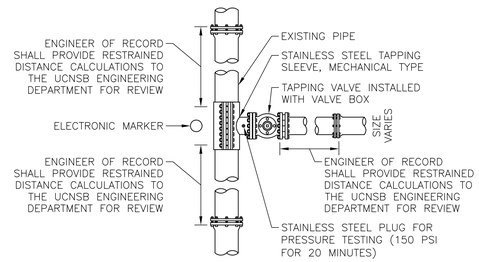
VALVE LAYOUT AT TEES AND SERVICES

NTS UCNSB 6/15

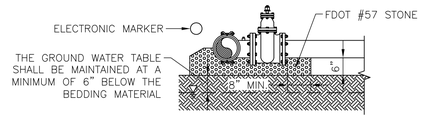


VALVE MARKER

NTS UCNSB 6/15



PLAN VIEW



SECTION VIEW

NOTES:
1. FULL LENGTH TAPPING SLEEVE REQUIRED.
2. STAINLESS STEEL TAPPING SLEEVES ARE REQUIRED FOR ALL TYPES OF PIPE MATERIALS.
3. INSTALLATION REQUIRES RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
4. REVERSE SIDE AND VERTICAL TAPPING REQUIRES UCNSB ENGINEERING DEPARTMENT APPROVAL.

TAPPING SLEEVE AND VALVE

NTS UCNSB 6/15

CITY OF NEW SMYRNA BEACH APPROVAL

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJRCITY
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
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CERTIFICATE OF AUTHORIZATION NUMBER 31991
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JERRY K. FINLEY LICENSE NO. 29909 STATE OF FLORIDA PROFESSIONAL ENGINEER

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FLORIDA DAYS

PHASES 4 & 5

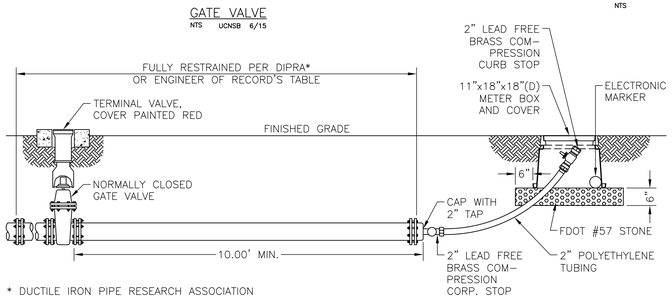
FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE

RECLAIMED WATER DETAILS

SHEET

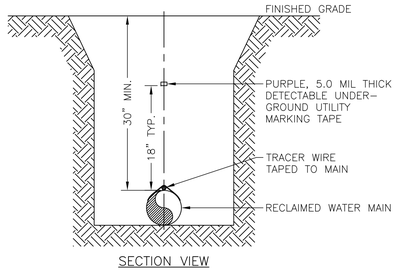
19



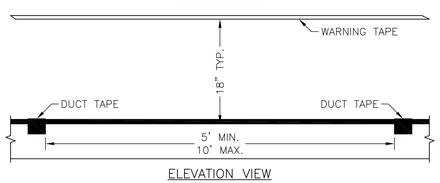
* DUCTILE IRON PIPE RESEARCH ASSOCIATION

BLOW OFF VALVE ASSEMBLY

NTS UCNSB 6/15



SECTION VIEW



ELEVATION VIEW

NOTES:
1. ALL PIPE SHALL REQUIRE #14 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.

PIPE LOCATING WIRE AND TAPE

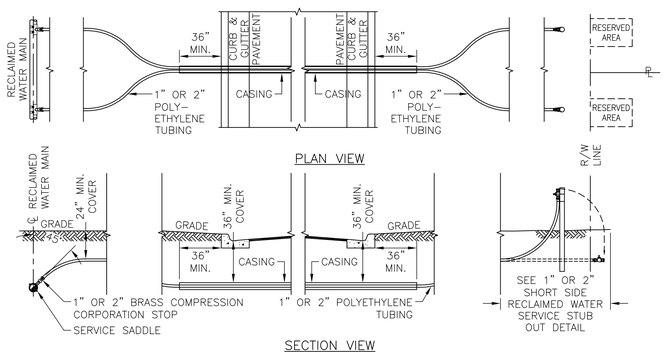
NTS UCNSB 6/15

OTHER PIPE	HORIZONTAL SEPARATION	CROSSING	JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER REGULATED UNDER FAC 62-610 PART III	WATER MAIN; 3 FT MINIMUM	WATER MAIN; 12 INCHES IS THE MINIMUM EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM; WATER MAIN
VACUUM SANITARY SEWER	WATER MAIN; 10 FT PREFERRED; 3 FT MINIMUM	WATER MAIN; 6 INCHES IS THE MINIMUM; 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM; WATER MAIN
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER NOT REGULATED UNDER FAC 62-610 PART III	WATER MAIN; 10 FT PREFERRED; 6 FT MINIMUM	WATER MAIN; 12 INCHES IS THE MINIMUM EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 6 FT MINIMUM; WATER MAIN

NOTES:
1. LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH FAC RULE 62-555.314.
2. WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
3. IN ADDITION TO FAC RULE 62-555.314, THE UCNSB REQUIRES THAT ALL OTHER UTILITY SEPARATIONS SHALL BE 1 FOOT VERTICALLY ON CROSSINGS AND 3 FEET PARALLEL.

UTILITY SEPARATION

NTS UCNSB 6/15

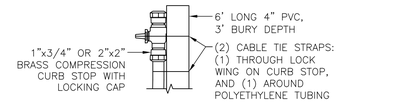


SECTION VIEW

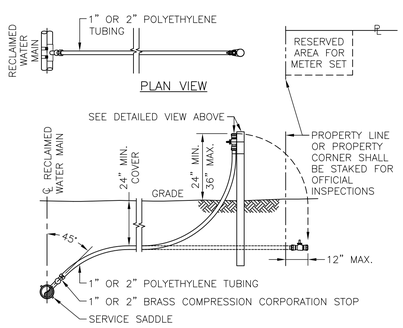
NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL UNDER ROAD SERVICES IN NEW DEVELOPMENTS SHALL BE IN 4" SCHEDULE 40 PVC CASINGS WITH THE EXCEPTION OF DOUBLE 2" SERVICES WHICH REQUIRE A 6" CASING.
3. ALL FITTINGS SHALL BE LEAD FREE BRASS.

1" OR 2" LONG SIDE RECLAIMED WATER SERVICE STUB OUT

NTS UCNSB 6/15



DETAILED VIEW

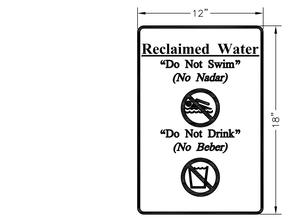


SECTION VIEW

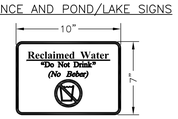
NOTES:
1. APPLIES TO NEW CONSTRUCTION ONLY.
2. ALL FITTINGS SHALL BE LEAD FREE BRASS.
3. ATTACH RECLAIMED WATER SERVICE TO POST AS SHOWN ABOVE.

1" OR 2" SHORT SIDE RECLAIMED WATER SERVICE STUB OUT

NTS UCNSB 6/15



ENTRANCE AND POND/LAKE SIGNS

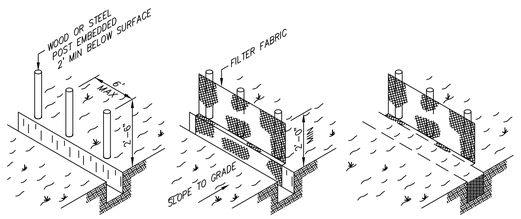


ALL OTHER LOCATIONS (E.G., FOUNTAINS)

NOTES:
1. AREAS IRRIGATED BY RECLAIMED WATER, SUCH AS RESIDENTIAL NEIGHBORHOODS AND GOLF COURSES, SHALL HAVE ADVISORY SIGNS POSTED AT THE ENTRANCES ALERTING THE PUBLIC. ADDITIONAL SIGNS SHALL BE POSTED AT THE FIRST AND TENTH TEES OF GOLF COURSES. SIGNS SHALL INCLUDE THE TEXT "DO NOT DRINK" IN BOTH ENGLISH AND SPANISH TOGETHER WITH THE EQUIVALENT STANDARD INTERNATIONAL SYMBOL.
2. ADVISORY SIGNS SHALL BE POSTED ADJACENT TO LAKES OR PONDS USED TO STORE RECLAIMED WATER AND DECORATIVE WATER FEATURES THAT USE RECLAIMED WATER. SIGNS SHALL INCLUDE THE TEXT "DO NOT DRINK" AND "DO NOT SWIM" IN BOTH ENGLISH AND SPANISH TOGETHER WITH THE EQUIVALENT STANDARD INTERNATIONAL SYMBOLS.
3. ALL SIGNAGE SHALL FOLLOW REQUIREMENTS OF FAC 62-610.468.

RECLAIMED WATER ADVISORY SIGNS

NTS UCNSB 6/15



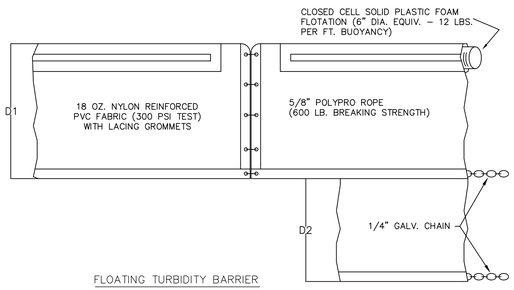
SET POST AND EXCAVATE A TRENCH | ATTACH FILTER FABRIC TO POST ALLOWING 1 FT EXTENSION INTO THE TRENCH AS SHOWN | BACKFILL AND COMPACT EXCAVATED SOIL

SILT FENCE DETAIL
F.D.O.T. INDEX NO. 102

NOTES:

1. MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION.
2. CONTRACTOR SHALL PROVIDE SILT FENCES AND HAY BALES AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONST.
3. CONTRACTOR SHALL ROUGH GRADE STORM-WATER SWALES AND RETENTION AREAS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF PORT ORANGE AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FDOT, AND THE SJRWMD.

SILT FENCE TURBIDITY BARRIER



FLOATING TURBIDITY BARRIER
F.D.O.T. INDEX NO. 103

D1 - 5 FT. STD. SINGLE PANEL FOR DEPTHS 5 FT. OR LESS

D2 - 5 FT. STD. ADDITIONAL PANEL FOR DEPTHS GREATER THAN 5 FT.

CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FT. TWO PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FT.

POLLUTION PREVENTION REQUIREMENTS

Owner shall file a "Notice of Intent to Use Generic Permit For Stormwater Discharge From Large and Small Construction Activities" with the Florida Department of Environmental Protection for this project. Contractor shall be required to comply with all provisions of the Generic Permit including but not limited to:

- Provide such erosion and sediment control measures as may be necessary to prevent discharge of pollutants from the site from the start of construction until the final ground cover has been established.
- Employ a DEP certified inspector to make weekly inspections / reports of the condition of erosion and sediment control measures.
- Employ a DEP certified inspector to make inspections / reports of the condition of erosion and sediment control measures within 24 hours of every rainfall event exceeding one-half inch.
- Maintain all erosion and sediment control measures throughout construction.
- Add erosion and sediment control measures as site conditions change.

The Contractor shall sign the Certification provided on this Pollution Prevention Plan, and is required to read and initial the Generic Permit Conditions provided. These documents shall become a part of the Construction Contract.

FLORIDA NPDES
GENERIC PERMIT FOR STORMWATER DISCHARGE

ID # FLR _____

DATE OF CONTRACT _____

I certify, under penalty of law, that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit For Stormwater Discharge from Large and Small Construction Activities and the attached Stormwater Pollution Prevention Plan.

Signed: _____

Name and Title: _____

Company Name: _____

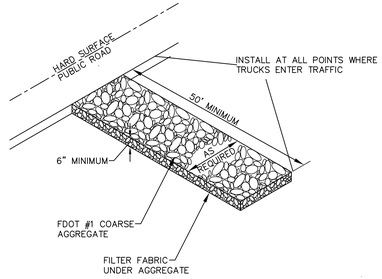
Company Address: _____

Company Phone Numbers: _____

CONTRACTOR REQUIREMENTS FOR EROSION CONTROL

THE FOLLOWING MEASURES, AND THOSE REPRESENTED ON THIS POLLUTION PREVENTION PLAN REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. ADDITIONAL MEASURES MAY BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

1. NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING. BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER-STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
2. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, HAY BALES, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES.
4. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS.
5. WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE, IN LIEU OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.
6. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN THIRTY DAYS.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE. WITHIN TWENTY DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD, AS REQUIRED.



GRAVEL CONSTRUCTION ENTRANCE
N.T.S.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

DEFINITION

A STONE STABILIZED PAD LOCATED AT POINTS OF VEHICULAR INGRESS AND EGRESS ON A CONSTRUCTION SITE.

PURPOSE

TO REDUCE THE AMOUNT OF SEDIMENT TRANSPORTED ONTO PUBLIC ROADS BY MOTOR VEHICLES OR RUNOFF.

CONDITIONS WHERE PRACTICE APPLIES

WHEREVER TRAFFIC WILL BE LEAVING A CONSTRUCTION SITE AND MOVES DIRECTLY ONTO A PUBLIC ROAD OR OTHER PAVED AREA.

PLANNING CONSIDERATIONS

CONSTRUCTION ENTRANCES PROVIDE AN AREA WHERE MUD CAN BE REMOVED FROM CONSTRUCTION VEHICLE TIRES BEFORE THE ENTER A PUBLIC ROAD. IF THE ACTION OF THE VEHICLE TRAVELING OVER THE GRAVEL PAD IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF THE MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLE ENTERS A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF-SITE. CONSTRUCTION ENTRANCES SHOULD BE USED IN CONJUNCTION WITH THE STABILIZATION OF CONSTRUCTION ROADS TO REDUCE THE AMOUNT OF MUD PICKED UP BY CONSTRUCTION VEHICLES.

DESIGN CRITERIA

AGGREGATE SIZE

FDOT AGGREGATE NO. 1 (1.5 - 3.5 INCH STONE) SHOULD BE USED.

ENTRANCE DIMENSIONS

AGGREGATE LAYER MUST BE AT LEAST 6 INCHES THICK. IT MUST EXTEND THE FULL WIDTH OF THE VEHICULAR INGRESS AND EGRESS AREA. THE LENGTH OF THE ENTRANCE MUST BE AT LEAST 50 FEET. (SEE DETAIL).

GENERAL PROJECT DATA

THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES, TO VERIFY THE EXACT LOCATION OF EXISTING FACILITIES AND TO COORDINATE ARRANGEMENTS FOR ANY NEEDED RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ANY UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE CLOSELY COORDINATED WITH THE ENGINEER AND THE RESPECTIVE UTILITY COMPANY FOR RELOCATION OR PROPER INSTRUCTION. DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION WILL BE ALLOWED.

SOILS INVESTIGATIONS FOR THE SITE WERE PROVIDED BY UNIVERSAL ENGINEERING SCIENCES, THE CONTRACTOR IS TO OBTAIN A COPY OF THAT SOILS REPORT FOR REVIEW PRIOR TO CONSTRUCTION; AND THE CONSTRUCTION IS TO CONFORM TO THE RECOMMENDATIONS IN THAT REPORT.

ALL UTILITIES SHALL BE LOCATED UNDERGROUND.

CONTRACTOR IS REQUIRED TO ATTEND A MANDATORY PRE-CONSTRUCTION MEETING WITH CITY STAFF PRIOR TO ANY DISTURBANCE OF THE SUBJECT PROPERTY.

PERMITS AVAILABLE TO CONTRACTOR:

SJRWMD PERMIT TO CONSTRUCT A SURFACE WATER MANAGEMENT SYSTEM
FDEP PERMIT TO CONSTRUCT A WATER DISTRIBUTION SYSTEM
FDEP PERMIT TO CONSTRUCT A SEWAGE COLLECTION/TRANSMISSION SYSTEM
CITY OF PALM COAST DEVELOPMENT PERMIT

AS-BUILTS

AS-BUILTS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER & CITY OF PALM COAST TWO WEEKS PRIOR TO FINAL INSPECTION. ALL AS-BUILT DATA SHALL BE PROVIDED BY A FLORIDA LICENSED SURVEYOR, SIGNED, SEALED AND DATED BY THE RESPONSIBLE PARTY. AN ELECTRONIC COPY OF OF THE AS-BUILT INFORMATION SHALL ALSO BE PROVIDED IN THE LATEST VERSION OF AUTODESK'S AUTOCAD FORMAT ELECTRONIC FILES. SEE INDIVIDUAL SECTIONS (PAVEMENT, WATER SYSTEM, ETC.) FOR ADDITIONAL AS-BUILT REQUIREMENTS.

PERMITS AND PERMIT REQUIREMENTS

THE CONTRACTOR SHALL OBTAIN FROM THE ENGINEER COPIES OF ALL REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS. THE CONTRACTOR SHALL BE EXPECTED TO REVIEW AND ABIDE BY ALL THE REQUIREMENTS AND LIMITATIONS SET FORTH IN THE PERMITS.

LAYOUT AND CONTROL

UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE SITE DIMENSION PLAN FOR LAYOUT. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.

QUALITY CONTROL TESTING REQUIREMENTS

TESTING SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER BY A LICENSED INDEPENDENT TESTING LABORATORY HIRED BY THE CONTRACTOR. TESTING REQUIREMENTS ARE TO BE IN ACCORDANCE WITH THE OWNER/OPERATOR'S SPECIFICATIONS AND REQUIREMENTS. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS. CITY OF PALM COAST SHALL RECEIVE COPIES OF ALL SITE PLAN TESTING RESULTS.

SHOP DRAWINGS

SHOP DRAWINGS AND CERTIFICATIONS FOR ALL STORM DRAINAGE, WATER SYSTEM, AND SEWER SYSTEM MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL SUBMIT (6) COPIES OF SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.

DISTURBED AREAS

ALL DISTURBED LOT AREAS AND COMMON AREAS SHALL BE SEEDED AND MULCHED WITHIN 15 DAYS OF FINAL GRADING. ALL AREAS SUBJECT TO EROSION, AND ALL RIGHTS-OF-WAY AREAS ALONG POINT PLEASANT DRIVE AND PONCE DELEON DRIVE TO BE SODDED WITH BAHIA SOD.

STORMWATER MANAGEMENT SYSTEM

MATERIAL SPECIFICATIONS

REINFORCED CONCRETE PIPE (RCP) SHALL BE CLASS III WITH RUBBER GASKET JOINTS. RCP SHALL CONFORM TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (1991) SECTION 941. RUBBER GASKETS SHALL CONFORM TO SECTION 942.

ALL MATERIALS AND CONSTRUCTION METHODS ARE TO BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (1991), SECTION 400 (CONCRETE STRUCTURES) AND THE APPLICABLE FDOT INDEX NUMBER DETAIL AS SHOWN IN FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

ALL OTHER RELATED ITEMS REQUIRED FOR THE CONSTRUCTION OF THE STORM SYSTEM (OUTFALL PROTECTION, POLLUTION CONTROL, ETC.) ARE TO BE IN ACCORDANCE WITH DETAILS SHOWN ON THE CONSTRUCTION PLANS, FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS AND FDOT STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION (1991).

OUTFALL PROTECTION

ALL OUTFALLS SHALL BE CONSTRUCTED SO AS TO NOT CREATE EROSION PROBLEMS. ALL OUTFALLS SHALL BE STABILIZED OR EROSION CONTROL MEASURES INSTALLED PRIOR TO USE OF THE STORM SYSTEM. THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.

AS-BUILTS

THE CONTRACTOR SHALL PROVIDE THE OWNER, ENGINEER & CITY OF PALM COAST STORM DRAINAGE AS-BUILTS. AS-BUILTS SHALL CONTAIN, AT THE MINIMUM, BUT NOT LIMITED TO, STRUCTURE TOP ELEVATIONS, FLOW ELEVATIONS, PIPE LENGTH, AND RETENTION POND DIMENSIONS.

EARTHWORK

THE CONTRACTOR SHALL PERFORM HIS OWN INVESTIGATIONS AND CALCULATIONS AS NECESSARY TO ASSURE HIMSELF OF EARTHWORK QUANTITIES. THERE IS NO IMPLICATION THAT EARTHWORK BALANCES, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY IMPORT FILL NEEDED.

EROSION CONTROL

EROSION AND SILTATION CONTROL MEASURES ARE TO BE PROVIDED AND INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THESE MEASURES ARE TO BE INSPECTED BY THE CONTRACTOR ON A REGULAR BASIS AND ARE TO BE MAINTAINED OR REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED. REFER TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT FOR ADDITIONAL REQUIREMENTS FOR EROSION CONTROL AND SURFACE DRAINAGE.

LIMITS OF DISTURBANCE

THE LIMITS OF DISTURBANCE WILL BE DEFINED TO THE CONTRACTOR IN THE PRE-CONSTRUCTION MEETING. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES WITHIN THESE LIMITS. AT NO TIME SHALL THE CONTRACTOR DISTURB SURROUNDING PROPERTIES OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS IN SURROUNDING PROPERTIES SHALL BE REPAIRED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.

TREE REMOVAL

NO TREES SHOWN ON THE CONSTRUCTION PLANS AS BEING SAVED SHALL BE REMOVED WITHOUT PERMISSION FROM THE OWNER AND THE CITY OF PALM COAST.

CLEARING AND GRUBBING

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING AND GRUBBING FOR SITE CONSTRUCTION INCLUDING CLEARING FOR PAVING, UTILITIES, DRAINAGE FACILITIES AND BUILDING CONSTRUCTION. SEE PLANS FOR LIMITS OF CLEARING AND GRUBBING.

MATERIAL STORAGE / DEBRIS REMOVAL

ALL MATERIALS EXCAVATED SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED AT ON-SITE LOCATIONS AS SPECIFIED BY THE OWNER, AND AS APPROVED BY THE CITY OF PALM COAST. MATERIALS SHALL BE STOCKPILED SEPARATELY AS TO USABLE (NONORGANIC) FILL, STOCKPILES AND ORGANIC (MUCK) STOCKPILES IF MUCK IS ENCOUNTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL UNSUITABLE FILL MATERIALS FROM THE SITE.

FILL MATERIAL

ALL FILL MATERIALS SHALL CONTAIN NO MUCK, STUMPS, ROOTS, BRUSH, VEGETATIVE MATTER, RUBBISH OR OTHER MATERIAL THAT WILL NOT COMPACT INTO A SUITABLE AND ENDURING BACKFILL.

COMPACTION

FILL MATERIALS PLACED UNDER PAVEMENT SHALL BE COMPACTED TO AT LEAST 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. ALL OTHER FILL AREAS ARE TO BE COMPACTED TO AT LEAST 95% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. FILL MATERIALS SHALL BE PLACED AND COMPACTED IN A MAXIMUM OF 12" LIFTS. REFER TO SOILS REPORT FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND OWNER WITH ALL (PASSING AND FAILING) TESTING RESULTS. RESULTS SHALL BE PROVIDED ON A TIMELY AND REGULAR BASIS PRIOR TO CONTRACTOR'S PAY REQUEST SUBMITTAL. THE CITY OF PALM COAST SHALL RECEIVE COPIES OF ALL TESTING RESULTS.

SURFACE DRAINAGE

THE CONTRACTOR SHALL BE EXPECTED, AT THE END OF EACH DAY, TO HAVE THE SITE GRADED IN SUCH A WAY AS TO NOT CAUSE ANY ADVERSE IMPACT FROM RUNOFF OR SILTATION TO ANY ADJACENT PROPERTIES. SILTATION BARRIERS SHALL BE MAINTAINED AND REPAIRED IF REQUIRED AT THE END OF EACH WORKING DAY.

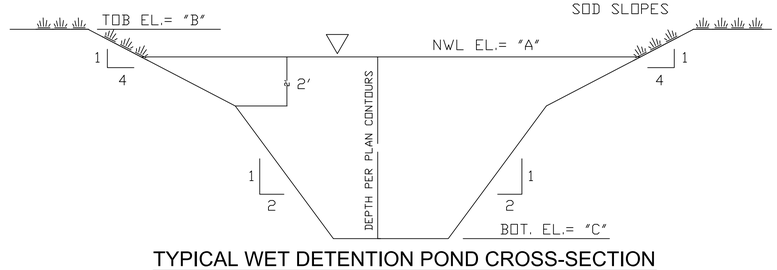
GRADING SHOWN ON THESE PLANS ARE PROVIDED TO THE CONTRACTOR TO EXPRESS THE GENERAL GRADING INTENT OF THE PROJECT. THE CONTRACTOR SHALL BE EXPECTED TO GRADE THE ENTIRE SITE TO PROVIDE POSITIVE DRAINAGE IN ALL AREAS THROUGHOUT THE SITE. SMOOTH TRANSITIONS SHALL BE PROVIDED BETWEEN CONTOURS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS TO ACCOMPLISH THE GRADING INTENT. ALL SLOPES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING HAS BEEN COMPLETED. CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER PRIOR TO DEMOBILIZATION OF GRADING EQUIPMENT TO DETERMINE THAT THE GRADING INTENT HAS BEEN ACHIEVED.

NUMBER	A WEIR ELEV	X WEIR LENGTH
G>H WEIR	6.94	20.0 ft

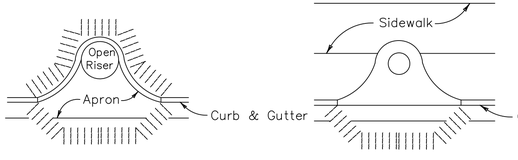


OVERFLOW WEIR DETAIL

NUMBER	A NORMAL WATER LEVEL	B TOP OF BANK	C BOTTOM ELEV
G	5.5	7.5	(-) 5.5
C	3.5	8.0	(-) 6.5
F	5.0	7.5	(-) 5.0



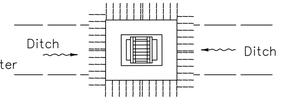
TYPICAL WET DETENTION POND CROSS-SECTION
NOT TO SCALE



PARTIAL INLET

COMPLETED INLET

Anchor Bales With 2 - 2" x 2" x 4' Stakes Per Bale.



DITCH BOTTOM INLET

STAKES OF OTHER MATERIAL OR SHAPE PROVIDING EQUIVALENT SHAPE MAY BE USED IF APPROVED BY THE ENGINEER. STAKES OTHER THAN WOOD SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.

ADJACENT BALES SHALL BE BUTTED FIRMLY TOGETHER. UNAVOIDABLE GAPS SHALL BE PLUGGED WITH JUTE TO PREVENT SILT FROM PASSING.

CITY OF NEW SMYRNA BEACH APPROVAL

PAVEMENT

GENERAL DESIGN INTENT

ALL PAVING SURFACES SHALL BE GRADED TO DRAIN POSITIVELY IN THE DIRECTION SHOWN BY THE FLOW ARROWS ON THE PLANS AND TO PROVIDE A SMOOTHLY TRANSITIONED DRIVING SURFACE FOR VEHICLES WITH NO SHARP BREAKS IN GRADE, AND NO UNUSUALLY STEEP OR REVERSE CROSS SLOPES. APPROACHES TO INTERSECTIONS AND ENTRANCE AND EXIT GRADES TO INTERSECTIONS WILL HAVE TO BE STAKED IN THE FIELD AT DIFFERENT GRADES THAN THE CENTERLINE GRADES SHOWN ON THE PLANS. IN THESE AREAS, IT MAY ALSO BECOME ADVISABLE TO MAKE MINOR LOCAL FIELD ADJUSTMENTS IN THE CENTERLINE GRADES TO ACCOMPLISH THE PURPOSES OUTLINED. IN ADDITION, THE STANDARD CROWN WILL HAVE TO BE CHANGED IN ORDER TO DRAIN POSITIVELY IN THE AREA OF INTERSECTIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH THE ABOVE AND THE ENGINEER SHALL BE CONSULTED SO THAT HE MAY MAKE ANY AND ALL REQUIRED INTERPRETATIONS OF THE PLANS OR GIVE SUPPLEMENTARY INSTRUCTIONS TO ACCOMPLISH THE INTENT OF THE PLANS.

MATERIAL/CONSTRUCTION SPECIFICATIONS

MATERIALS AND CONSTRUCTION METHODS FOR THE ROADWAY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPT. OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 1991, OR LATEST EDITION. SEE CONSTRUCTION PLANS FOR MATERIALS AND PAVEMENT SECTIONS.

PAVEMENT MARKINGS / SIGNAGE

PAVEMENT MARKINGS AND SIGNAGE SHALL BE PROVIDED AS SHOWN ON THE CONSTRUCTION PLANS AND SHALL MEET THE REQUIREMENTS OF THE CITY OF PALM COAST. STREET SIGNS AT ALL PUBLIC ROAD INTERSECTIONS SHALL BE 9" STREET BLANKS W/ 6" LETTERING ON HI INTENSITY SHEETING. SIGNAGE SHALL BE IN CONFORMANCE WITH MUTCD (LATEST EDITION). A 14 DAY PAVEMENT CURING TIME WILL BE PROVIDED PRIOR TO APPLICATION OF THE PAVEMENT MARKINGS.

R/W RESTORATION

ALL AREAS WITHIN THE RIGHT-OF-WAY SHALL BE FINISH GRADED WITH A SMOOTH TRANSITION INTO EXISTING GROUND. ALL NON-PAVED AREAS WITHIN THE R/W THAT ARE ADJACENT TO COMMON AREAS SHALL BE COMPLETELY SODDED FOLLOWING FINAL GRADING. NON-PAVED AREAS WITHIN THE R/W SHALL BE STABILIZED WITH SOD. ALL DRAINAGE SWALES AND RETENTION/DETENTION POND AND LAKE SLOPES SHALL BE STABILIZED WITH SOD IMMEDIATELY AFTER FINAL GRADING. UNLESS OTHERWISE NOTED, OTHER DISTURBED AREAS SHALL BE STABILIZED WITH SEED AND MULCH AFTER FINAL GRADING AND PRIOR TO FINAL INSPECTION. ALL GRASSING (SEED OR SOD) SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL FINAL ACCEPTANCE BY THE OWNER/OPERATOR.

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJCITY
2	8-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING SOLUTIONS, INC.
3959 SOUTH NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

JERRY K. FINLEY LICENSE NO. 29909 STATE OF FLORIDA PROFESSIONAL ENGINEER

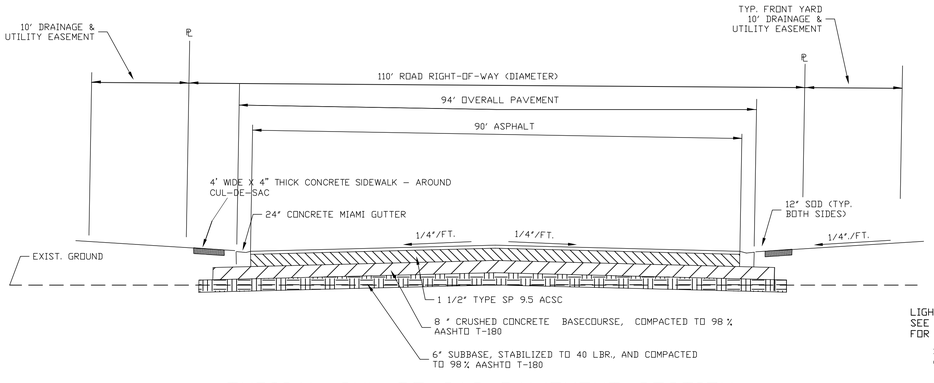
WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E. LICENSED FLORIDA PROFESSIONAL ENGINEER, LICENSE # 29909 ON THE DATE INDICATED HEREIN, PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

FLORIDA DAYS
PHASES 4 & 5
FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE
DETAILS

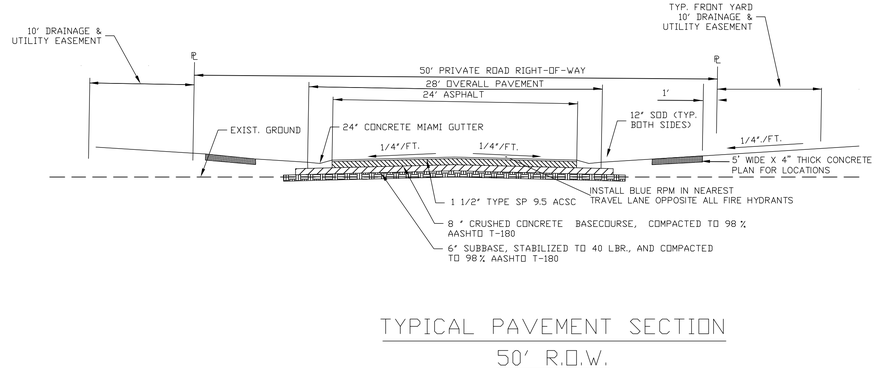
SHEET
20

551



TYPICAL CUL-DE-SAC PAVEMENT SECTION

NOT TO SCALE

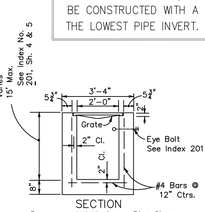


TYPICAL PAVEMENT SECTION

50' R.O.W.

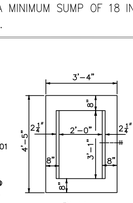
NOT TO SCALE

DRAINAGE STRUCTURE NOTE:
ALL DRAINAGE INLETS, MANHOLES AND JUNCTION BOXES SHALL BE CONSTRUCTED WITH A MINIMUM SUMP OF 18 INCHES BELOW THE LOWEST PIPE INVERT.



SECTION

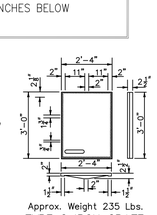
Recommended Maximum Pipe Size:
2'-0" Wall-18" Pipe
3'-1" Wall-24" Pipe



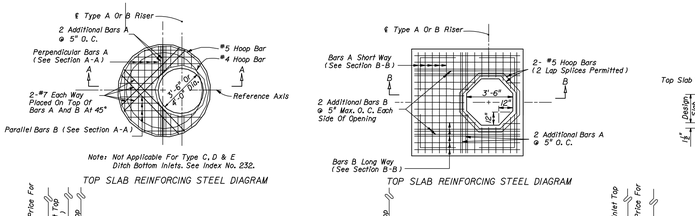
PLAN

TYPE "C" INLET

NOT TO SCALE



Approx. Weight 235 Lbs.
TYPE C IRON GRATE



NOTES:
1. PROPOSED STOP SIGNS TO BE 30".
2. PROPOSED STOP BARS AND SPECIAL EMPHASIS CROSSWALK STRIPING TO BE THERMOPLASTIC.

TYPICAL ROADWAY INTERSECTION DETAIL

NOT TO SCALE

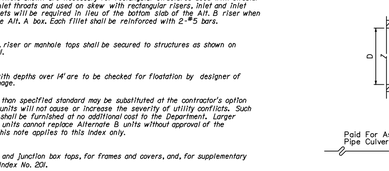


SIDEWALK CONSTRUCTION

1. Sidewalks, bikepaths, ramps, and driveway aprons shall be constucted of plain portland cement concrete with a maximum slump of 3 inches, a minimum developed compressive strength of 2500 p.s.i. in 28 days, and a minimum uniform thickness of 4 inches where intended solely for pedestrian traffic, and 6 inches thick where motor vehicles are likely to cross.
2. Sidewalks and bikepaths shall be placed parallel to, and one foot within the right-of-way line except that the City may approve deviations to save specimen trees provided that the pavement remains within the right-of-way, is not diminished in width, and remains at least 4 feet from the edge of the street pavement, unless otherwise approved by the City.
3. The top of the concrete shall be at an elevation no lower than the crown of the adjacent roadway, and no higher than 6 inches above the crown unless approved by the City to make a more natural transition with the adjacent land. Cross slope shall be 1/4" per foot.
4. Isolation joints (TYPE A Joints) shall be provided between existing slabs or structures and fresh concrete, to separate pedestrian sections from sections which will encounter vehicle traffic, to separate fresh placement from concrete which has set for more than 60 minutes, and no farther apart than 100 feet in sidewalks and bikepaths. Joint material shall be as specified in FDOT Standards and Specifications and shall be rubber, plastic or other approved non-biodegradable elastomeric material. Wood is prohibited.
5. Control joints (TYPE B Joints) shall be tooled into the fresh concrete to a depth equal to 1/4 the slab thickness and spaced apart a distance equal to the width of the slab or 5 feet whichever is greatest.
6. The slab surface shall be broom finished to be slip resistant, and shall match as closely as possible the finish of existing adjacent slabs and all edges shall be tooled to eliminate sharp corners.
7. The bearing subsurface shall have all organic, loose, and deleterious matter removed, and the remaining clean soil shall be smooth, sound, and solid. Any fill material shall be compacted with a vibratory or impact compaction machine in maximum 12 inch lifts or compacted with a hand tamper in maximum 4 inch lifts. The City shall require a compaction test for each lift if the total filled section is more than 12 inches deep or if the subsurface has been disturbed more than 12 inches deep. Where such test is required, the results shall show a minimum Proctor field density of 95 percent.
8. All concrete work in the right-of-way shall be inspected by the City after the subsoil is prepared and the forms are set, but before the concrete placement begins.
9. The contractor shall be responsible for protecting the finished slab from all damage and vandalism until the City accepts or approves the slab, after which time the owner of the abutting land shall be responsible for the slab in accordance with the City Code. Any slab section damaged or vandalized prior to acceptance or approval shall be cut out between joints and replaced. Repairs are not acceptable.
10. Sidewalks located within the right-of-way shall not be tinted, stained, colored, or coated.
11. All forms shall be removed prior to acceptance or approval and the disturbed ground shall be backfilled, regraded, and sodded so that the wear surface of the concrete is reasonably flush with the adjacent grade.

CONCRETE SIDEWALK DETAIL

NOT TO SCALE



GENERAL NOTES:

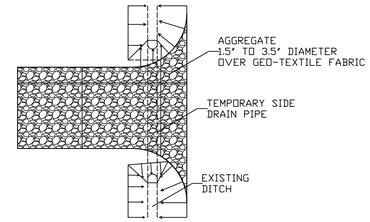
1. RAMPS SHALL HAVE A TACTILE SURFACE, TEXTURED TO A DEPTH NOT EXCEEDING 1/8".
2. RAMPS ARE TO BE CONSTRUCTED AT ALL ROADWAY INTERSECTIONS.

TYPICAL SIDEWALK RAMP DETAIL

NOT TO SCALE

CITY OF NEW SMYRNA BEACH APPROVAL

NOTES:
1. A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL BE CONSTRUCTED AT LOCATIONS DESIGNATED BY THE ENGINEER FOR POINTS OF EGRESS FROM UNSTABILIZED AREAS OF THE PROJECT TO PUBLIC ROADS WHERE OFFSITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UNSTABILIZED AREAS OF THE CONSTRUCTION PROJECT SHALL BE DIRECTED THRU A STPD. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE STPD.
2. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ITS USE.
3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STPD AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER.
4. AGGREGATE SHALL BE AS DESCRIBED IN SECTION 901 EXCLUDING 901-2-3. AGGREGATE SHALL BE FDOT SIZE #1. IF THIS SIZE IS NOT AVAILABLE, THE NEXT AVAILABLE SMALLER SIZE AGGREGATE MAY BE SUBSTITUTED WITH THE APPROVAL OF THE ENGINEER. SIZES CONTAINING EXCESSIVE SMALL AGGREGATE WILL TRACK OFF THE PROJECT AND ARE UNSUITABLE.
5. MITERED END SECTIONS ARE NOT REQUIRED WHEN THE SIDEDRAIN PIPE SATISFIES THE CLEAR ZONE REQUIREMENTS.
6. THE STPD SHALL BE MAINTAINED IN A CONDITION THAT WILL ALLOW IT TO PERFORM ITS FUNCTION. TO PREVENT OFFSITE TRACKING, THE STPD SHALL BE RINSED (DAILY WHEN IN USE) TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL STABILIZATION OF THE VEHICULAR ROUTE LEADING TO THE STPD MAY BE REQUIRED TO LIMIT THE MUD TRACKED.
7. A STPD SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR SOIL TRACKING PREVENTION DEVICE, EA. THE UNIT PRICE SHALL CONSTITUTE FULL COMPENSATION FOR CONSTRUCTION, MAINTENANCE, REPLACEMENT OF MATERIALS, REMOVAL, AND RESTORATION OF THE AREA UTILIZED FOR THE STPD, INCLUDING BUT NOT LIMITED TO EXCAVATION, GRADING, TEMPORARY PIPE (INCLUDING MES WHEN REQUIRED), FILTER FABRIC, AGGREGATE, PAVED TURNOUT (INCLUDING ASPHALT AND BASE CONSTRUCTION), DITCH STABILIZATION, APPROACH ROUTE STABILIZATION, SEDIMENT REMOVAL AND DISPOSAL, WATER, RINSING AND CLEANING OF THE STPD AND CLEANING OF PUBLIC ROADS, GRASSING AND SOD. HAY BALES SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR HAY OR STRAW BALES, EA. SILT FENCE SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE, LF.

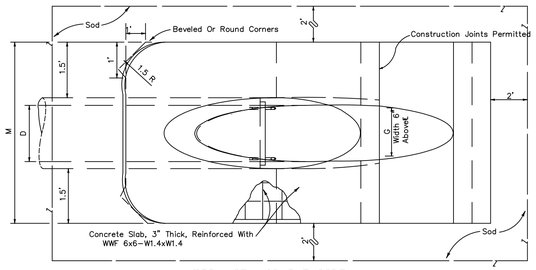


SOIL TRACKING PREVENTION DETAIL

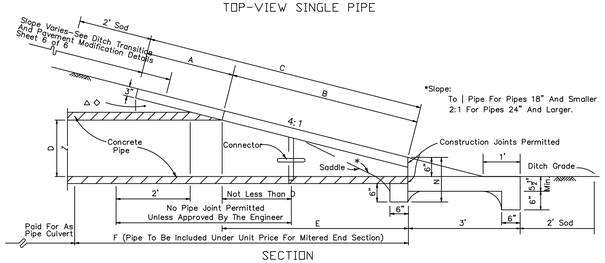
NOT TO SCALE

DIMENSIONS & QUANTITIES									
D	X	A	B	C	E	F	G	M Single Pipe	N
15"	2'-7"	2.27'	4.09'	6.36'	4.03'	8'	1.22'	4.63'	1.19'
18"	2'-10"	2.36'	5.12'	7.48'	5.03'	9'	1.41'	4.92'	1.21'
24"	3'-5"	2.53'	7.18'△	9.71'	7.03'△	11'	1.73'	5.50'	1.25'
30"	4'-3"	2.70'	9.25'	11.95'	9.03'	13'	2.00'	6.08'	1.29'
36"	5'-1"	2.87'	11.33◇	14.18'	11.03◇	15'	2.24'	6.67'	1.33'
42"	6'-0"	3.05'	13.37'	16.42'	13.03'	17'	2.45'	7.25'	1.38'
48"	6'-9"	3.22'	15.43'	18.65'	15.03'	19'	2.65'	7.83'	1.42'
54"	7'-6"	3.39'	17.49'	20.88'	17.03'	21'	2.83'	8.42'	1.46'
60"	8'-6"	3.56'	19.55'	23.11'	19.03'	23'	3.00'	9.00'	1.50'

△ 6.42' △ 6.25' Dimensions permitted to allow use of 8' standard pipe lengths.
◇ 10.40' ◇ 10.10' Dimensions permitted to allow use of 12' standard pipe lengths.
△ ◇ Concrete slab shall be deepened to form bridge across crown of pipe. See section below.



TOP-VIEW SINGLE PIPE



SECTION

(FDOT DESIGN STANDARDS, INDEX 273, LATEST EDITION)

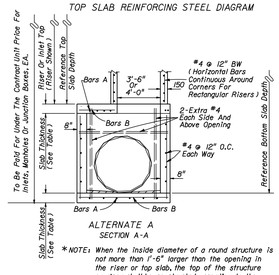
MITERED END SECTION DETAIL

NOT TO SCALE

Note: Not Applicable For Type C, D & E Ditch Bottom Inlets. See Index No. 232.

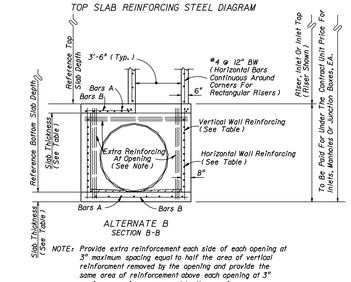
TOP SLAB REINFORCING STEEL DIAGRAM

TOP SLAB REINFORCING STEEL DIAGRAM



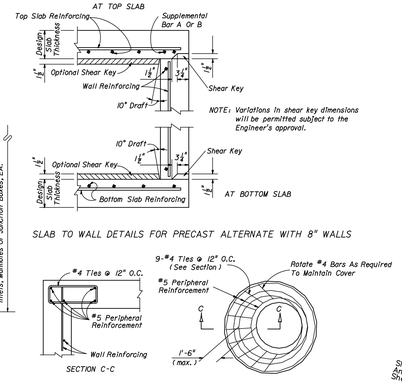
ALTERNATE A
SECTION A-A

* NOTE: When the inside diameter of a round structure is not more than 1'-6" larger than the opening in the riser or top slab, the top of the structure or riser shall be constructed according to the "Special Top Slab" details on this sheet.



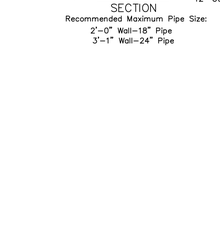
ALTERNATE B
SECTION B-B

NOTE: Provide extra reinforcement each side of each opening at 3" maximum spacing equal to half the area of vertical reinforcement removed by the opening and provide the same area of reinforcement above each opening at 3" maximum spacing as removed by the opening.

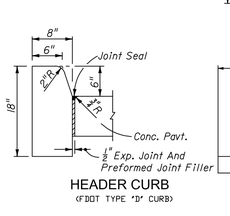


SLAB TO WALL DETAILS FOR PRECAST ALTERNATE WITH 8" WALLS

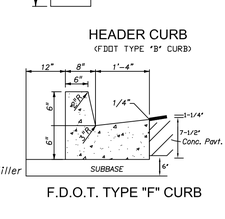
SPECIAL TOP SLAB *



MIAMI CURB



HEADER CURB
(FDOT TYPE 'D' CURB)

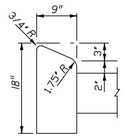


F.D.O.T. TYPE "F" CURB

CURB DETAILS

NOT TO SCALE

HEADER CURB
(FDOT TYPE 'B' CURB)



NOTES:
1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3000 P.S.I. CONCRETE.
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98 % DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST AND SHALL BE STABILIZED TO A MINIMUM L.B.R. 40.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. IN NO INSTANCE SHALL EXTRUDED CURBS (DEFINED AS HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT) BE PERMITTED.
7. ALL ASPHALT AND/OR PAVER DRIVEWAY APRONS LOCATED IN PUBLIC RIGHTS-OF-WAY, SHALL INCLUDE CURBING.

GENERAL NOTES

6. Structure bottoms may be used in conjunction with curb inlet tops Types 1, 2, 3, 4, 5, 6, 9, and 10, and any manhole or junction box unless otherwise shown in the plans or other standard drawings. Alt. B structure bottoms may be used in conjunction with curb Inlet Types 7 & 8, or any ditch bottom inlet unless otherwise shown in the plans or other standard drawings.
7. Rectangular structures may be rotated as directed by the Engineer in order to facilitate connections between the structure walls and storm sewer pipes.
8. Except when ACI hooks are specifically required, reinforcement top and slab shall be straight embedment.
9. All steel bars shall have 1½" minimum cover unless otherwise shown except for precast circular units manufactured under ASTM C76 or ASTM C478. Horizontal steel in rectangular structures shall be lapped a minimum of 24 bar diameters at corners.
10. The corner fillets shown are necessary for rectangular structures used with circular risers and inlet throats and used on skew with rectangular risers. Inlet and inlet throats. Fillets will be required in lieu of the bottom slab of the Alt. B riser when used with the Alt. A box. Each fillet shall be reinforced with 2-#5 bars.
11. Inlet throats, riser or manhole tops shall be secured to structures as shown on Index No. 201.
12. Structures with depths over 14' are to be checked for floatation by designer of project drainage.
13. Units larger than specified standard may be substituted at the contractor's option when these units will not cause or increase the severity of utility conflicts. Such larger units shall be furnished at no additional cost to the Department. Larger Alternate A units cannot replace Alternate B units without approval of the Engineer. This note applies to this index only.
14. For manhole and junction box tops, for frames and covers, and, for supplementary details see Index No. 201.

(FDOT DESIGN STANDARDS, INDEX 200, LATEST EDITION)

FDOT TYPE "P" STRUCTURE BOTTOMS DETAILS

NOT TO SCALE

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJCITY
2	6-08-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

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FLORIDA DAYS

PHASES 4 & 5

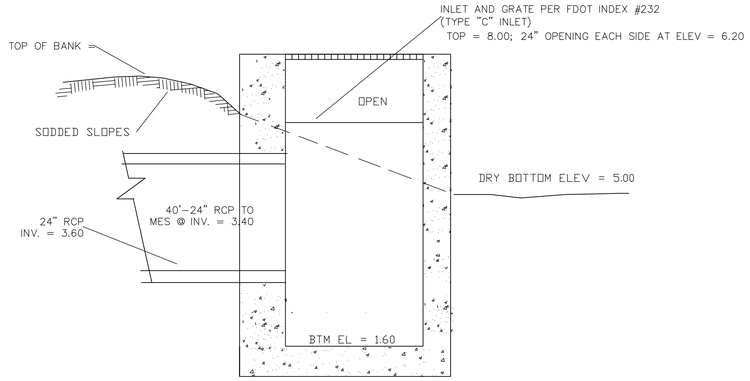
FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE

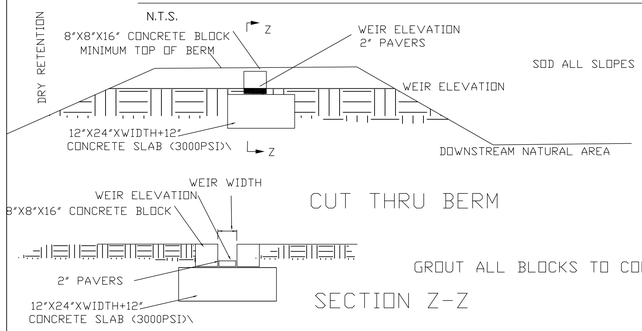
DETAILS

SHEET

21



DRAINAGE CONTROL STRUCTURE A>C



	LOT	WEIR ELEV A	WEIR WIDTH B	WEIR HEIGHT C
SOD ALL SLOPES	1	12.0	6"	6"
	2NO	9.0	6"	6"
	3	9.0	6"	6"
	4NO	10.0	6"	6"
	5	9.0	6"	6"
	6	9.0	6"	6"
	7NO	8.0	120"	6"
	7SO	11.0	120"	6"
	8	9.0	120"	6"

CUT THRU BERM

GROUT ALL BLOCKS TO CONCRETE SLAB

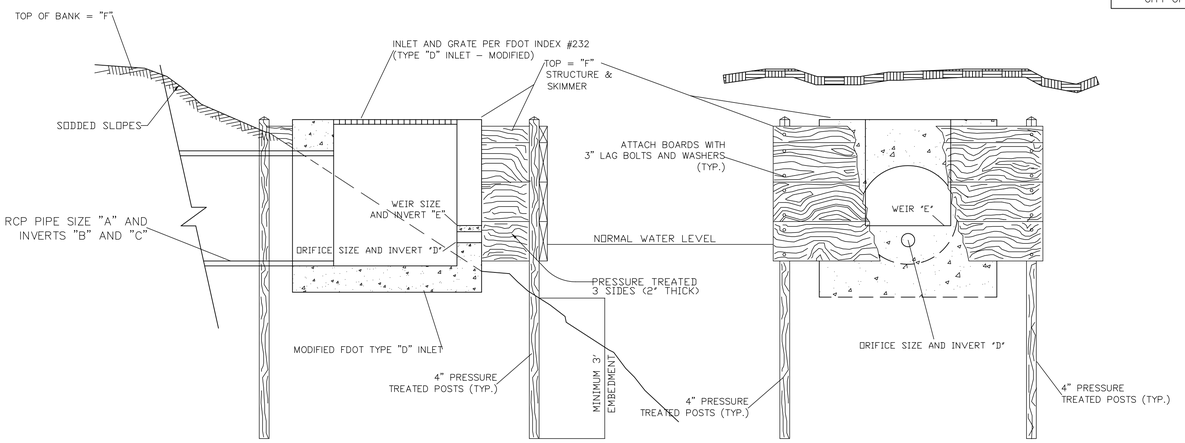
SECTION Z-Z

PHASE 5 DRAINAGE CONTROL STRUCTURES

N.T.S.

DCS NO.	A OUTFALL PIPE SIZE & LENGTH	B UPSTREAM INVERT	C DOWNSTREAM INVERT	D ORIFICE/ INVERT	E WEIR/ INVERT	F TOP ELEV
C>CANAL	60' - 24" RCP	2.00	1.80	2.75"DIAM @ INV=3.50	3" @ 5.14 TO TOP= 8.00	
F>E	25' - 24" RCP	5.00	5.00	2.75"DIAM @ INV=5.00	24" @ 5.87 TO TOP=8.00	
H>CANAL	30' - 24" RCP	2.50	2.00	NONE	36" @ 5.33 TO TOP=8.00	

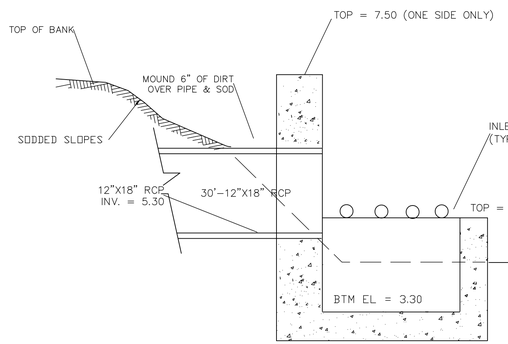
CITY OF NEW SMYRNA BEACH APPROVAL



SECTION FRONT VIEW

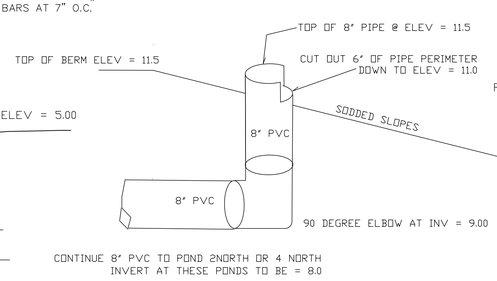
DRAINAGE CONTROL STRUCTURE TYPE A

DCS NO.	A OUTFALL PIPE SIZE & LENGTH	B UPSTREAM INVERT	C DOWNSTREAM INVERT	D ORIFICE/ INVERT	E WEIR/ INVERT	F TOP ELEV
E>CANAL	30' - 24" RCP	2.00	1.80	NONE	3" @ 5.75	8.00



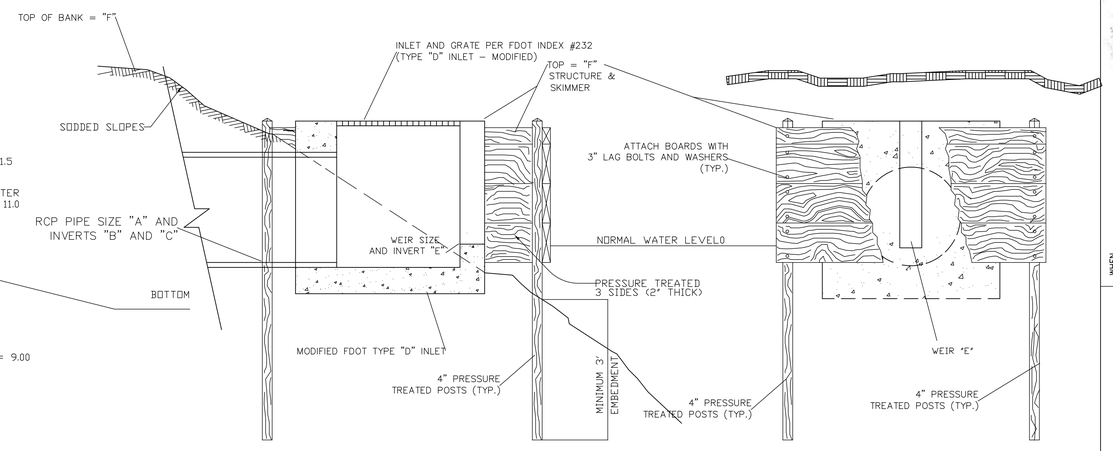
DRAINAGE CONTROL STRUCTURE D>F

N.T.S.



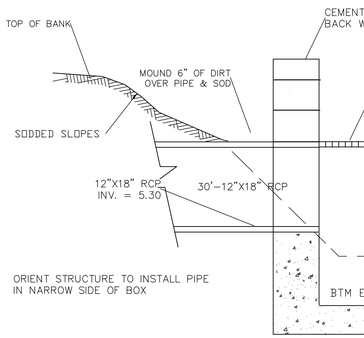
CONTINUE 8" PVC TO POND 2NORTH OR 4 NORTH
INVERT AT THESE PONDS TO BE = 8.0

DCS2-S AND DCS4-S
LOT 2 SOUTH/LOT 4SOUTH
DRAINAGE CONTROL STRUCTURES



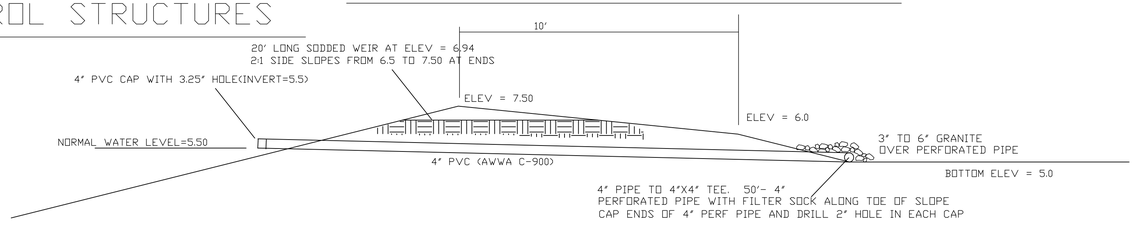
SECTION FRONT VIEW

DRAINAGE CONTROL STRUCTURE TYPE B



DRAINAGE CONTROL STRUCTURE B>A

N.T.S.



DRAINAGE CONTROL STRUCTURE G>H

NO.	DATE	DESCRIPTION
2	8-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	11-02-21	RESUBMIT-SJRWMD
5	11-05-21	RESUBMIT-SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
5	3-23-22	FINAL PLAT/CONST PLANS
6		

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FLORIDA DAYS

PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE

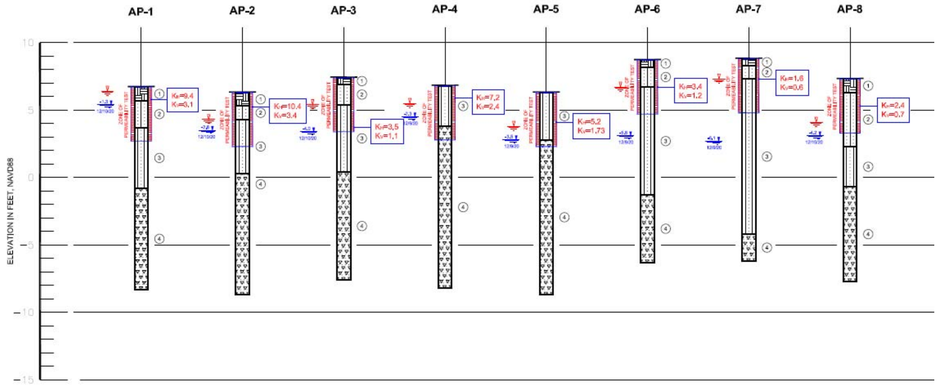
DETAILS

SHEET

22

SOIL PROFILES

VERTICAL SCALE: 1" = 5'

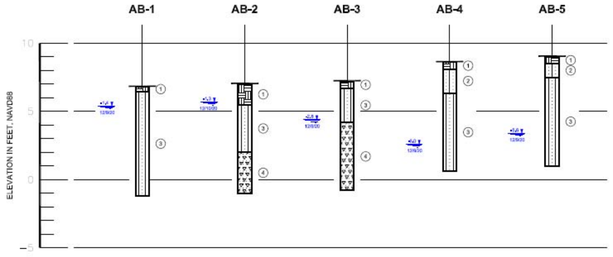


SOIL & SYMBOL LEGEND

- (1) DARK GRAY-BROWN TO GRAY BROWN SLIGHTLY SILTY TO SILTY FINE SAND, WITH TRACE ROOTS (TOPSOIL), (SP-SM), (SM)
- (2) GRAY TO LIGHT GRAY SLIGHTLY SILTY FINE SAND, (SP-SM)
- (3) BROWN TO LIGHT BROWN SLIGHTLY SILTY TO SILTY FINE SAND, SOME WITH TRACE SLIGHTLY CLAYEY FINE SAND, (SP-SM), (SM), (SP-SC)
- (4) GRAY TO LIGHT GRAY-BROWN FINE SAND WITH SHELL, (SP)
- (SP) UNIFIED SOIL CLASSIFICATION GROUP SYMBOL AS DETERMINED BY VISUAL EXAMINATION
- GROUNDWATER LEVEL, REFERENCED IN FEET TO EXISTING GROUND SURFACE, DATE OF READING
- ESTIMATED AVERAGE SEASONAL HIGH GROUNDWATER LEVEL
- K_H MEASURED COEFFICIENT OF HORIZONTAL PERMEABILITY (IN FEET PER DAY)
- K_V ESTIMATED COEFFICIENT OF VERTICAL PERMEABILITY (IN FEET PER DAY)
- APPROXIMATE LOCATION OF AUGER BORING WITH FIELD PERMEABILITY TEST
- APPROXIMATE LOCATION OF AUGER BORING

SOIL PROFILES

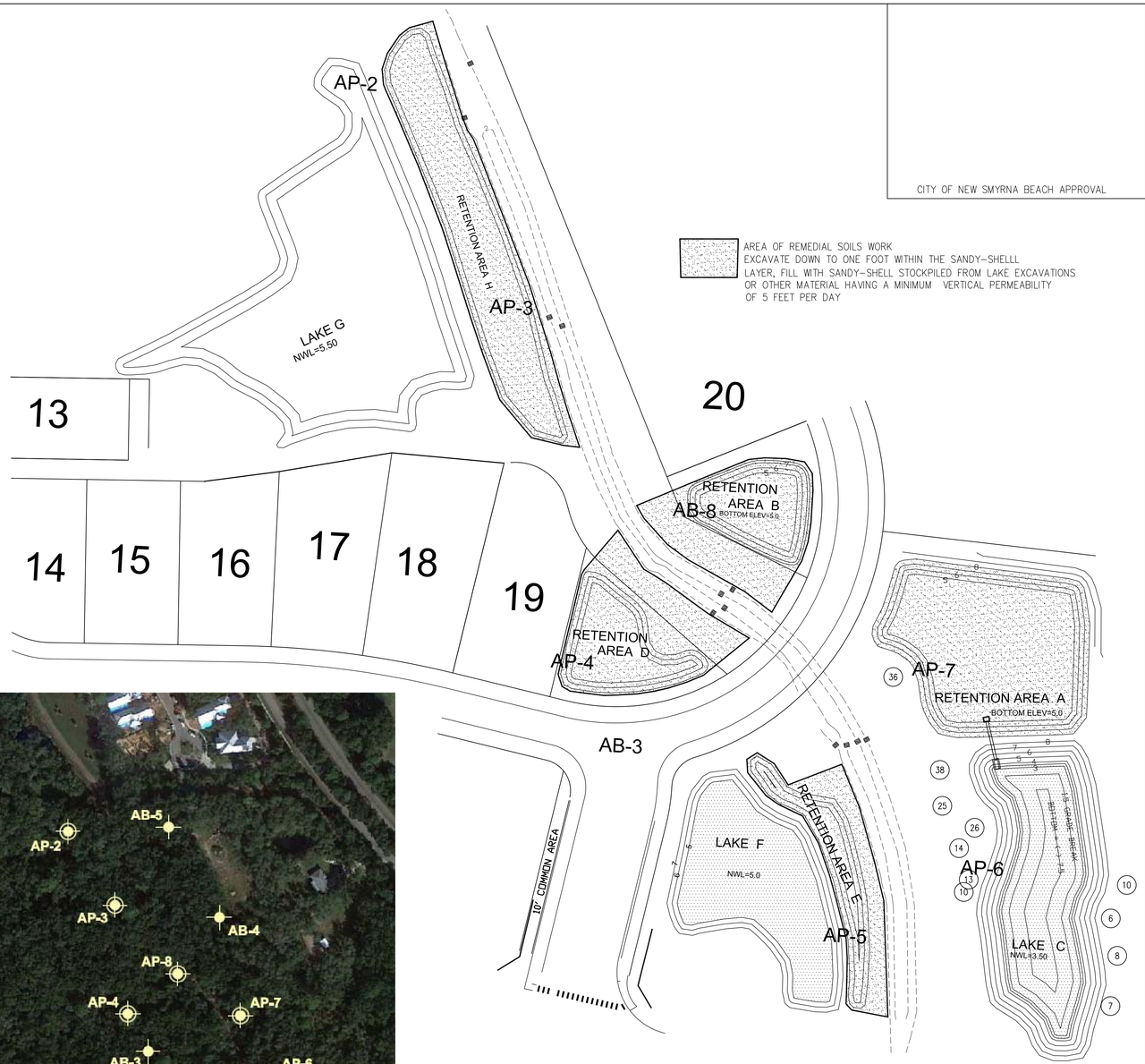
VERTICAL SCALE: 1" = 5'



SOIL & SYMBOL LEGEND

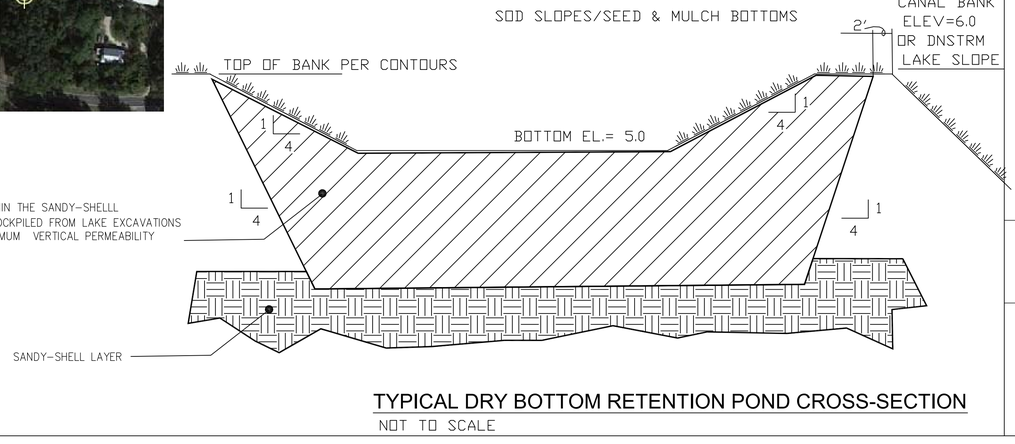
- (1) DARK GRAY-BROWN TO GRAY BROWN SLIGHTLY SILTY TO SILTY FINE SAND, WITH TRACE ROOTS (TOPSOIL), (SP-SM), (SM)
- (2) GRAY TO LIGHT GRAY SLIGHTLY SILTY FINE SAND, (SP-SM)
- (3) BROWN TO LIGHT BROWN SLIGHTLY SILTY TO SILTY FINE SAND, SOME WITH TRACE SLIGHTLY CLAYEY FINE SAND, (SP-SM), (SM), (SP-SC)
- (4) GRAY TO LIGHT GRAY-BROWN FINE SAND WITH SHELL, (SP)
- (SP) UNIFIED SOIL CLASSIFICATION GROUP SYMBOL AS DETERMINED BY VISUAL EXAMINATION
- GROUNDWATER LEVEL, REFERENCED IN FEET TO EXISTING GROUND SURFACE, DATE OF READING
- ESTIMATED AVERAGE SEASONAL HIGH GROUNDWATER LEVEL
- K_H MEASURED COEFFICIENT OF HORIZONTAL PERMEABILITY (IN FEET PER DAY)
- K_V ESTIMATED COEFFICIENT OF VERTICAL PERMEABILITY (IN FEET PER DAY)
- APPROXIMATE LOCATION OF AUGER BORING WITH FIELD PERMEABILITY TEST
- APPROXIMATE LOCATION OF AUGER BORING





AREA OF REMEDIAL SOILS WORK
EXCAVATE DOWN TO ONE FOOT WITHIN THE SANDY-SHELLL LAYER, FILL WITH SANDY-SHELL STOCKPILED FROM LAKE EXCAVATIONS OR OTHER MATERIAL HAVING A MINIMUM VERTICAL PERMEABILITY OF 5 FEET PER DAY

CITY OF NEW SMYRNA BEACH APPROVAL



TYPICAL DRY BOTTOM RETENTION POND CROSS-SECTION
NOT TO SCALE

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJCITY
2	6-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
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FLORIDA DAYS

PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE

DETAILS

SHEET

23

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.

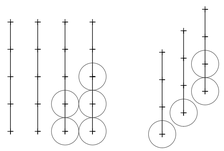
TREES MUST BE A MINIMUM SIZE OF NINE-FEET (9') TALL AND 2 1/2" CALIPER AT SIX INCHES (6") ABOVE GROUND LEVEL.

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

ALL SABAL PALMS MUST HAVE A MINIMUM CALIPER OF THIRTEEN-INCHES (13").

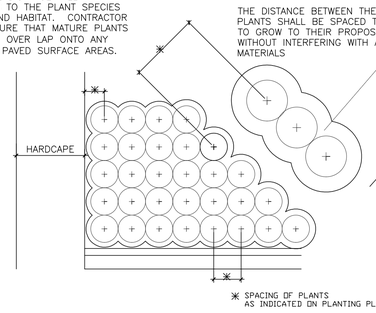
SHRUBS SHALL HAVE A MINIMUM HEIGHT INCHES AS SHOWN UPON PLANTING INSTALLATION.



NOTE: IN MOST CASES, TRIANGULAR SPACING IS PREFERRED. USE SQUARE SPACING ONLY IN SMALL RECTILINEAR AREAS.

CENTERLINE DISTANCE WILL VARY ACCORDING TO THE PLANT SPECIES GROWTH AND HABITAT. CONTRACTOR IS TO ENSURE THAT MATURE PLANTS WILL NOT OVER LAP ONTO ANY HARDCAPE PAVED SURFACE AREAS.

THE DISTANCE BETWEEN THE NEWLY PLANTED PLANTS SHALL BE SPACED TO ALLOW THE PLANTS TO GROW TO THEIR PROPOSED MATURE SIZE WITHOUT INTERFERING WITH ADJACENT PLANT MATERIALS



TYPICAL CONTAINER SPACING
NOT TO SCALE

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 EXISITNG SOILS.

CURVLINEAR 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.

BAHIA 'ARGENTINE' 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 BAHIA 'ARGENTINE' 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. THIS SHALL INCLUDE ALL BRAZILIAN PEPPER WHICH IS EXISTING.

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).

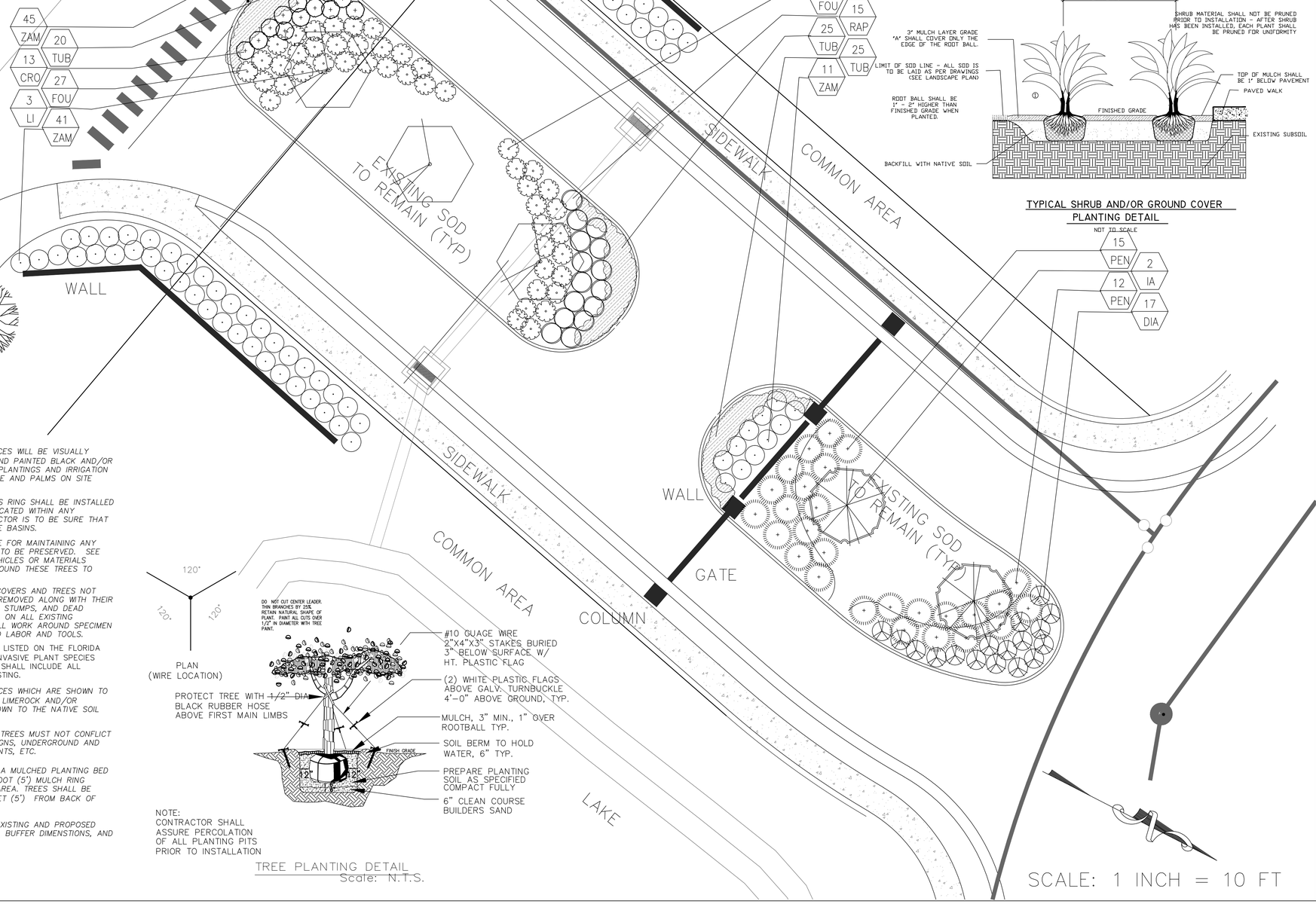
SEE ENGINEER'S PLAN FOR ALL EXISTING AND PROPOSED EASEMENTS, COVENANTS, R.O.W., BUFFER DIMENSTIONS, AND ALL SITE LAYOUT DIMENSIONING.

SHADE/UNDERSTORY TREES

KEY	QTY	BOTANICAL/COMMON NAMES	HT.	SPR.	REMARKS
IA	2	Ilex x attenuata 'Eagleston' Eagleston Holly Tree	9'	3'	Min 2 1/2" DBH Full
LI	3	Lagerstromia indica Crepe Myrtle Tree	9'	3'-4'	Total 1 1/2" Cal Min Four (4) Trunks

PROPOSED SHRUBS AND GROUND COVERS

KEY	QTY	BOTANICAL/COMMON NAMES	HT.	SPR.	REMARKS
CRO	13	Codiaeum sp Hybred Croton	18"	12"	3 Gal Cont 24" O.C.
DIA	17	Diamella tasianica Flax Lily	18"	12"	3 Gal Cont 36" O.C.
FOU	46	Pennisteum setaceum 'Rubrum' Red Fountaingrass	18"	12"	3 Gal Cont 42" O.C.
PEN	27	Paspalum quadrifarium Evergreen Paspalum Crown Grass	30"	14"	3 Gal Cont 48" O.C.
RAP	15	Raphiolepsis indica Indian Hawthorne	18"	12"	3 Gal Cont 36" O.C.
TUB	70	Tulbaghia violacea Society Garlic	6"	6"	1 Gal Cont 18" O.C.
ZAM	99	Zamia pumila Coontie Fern	18"	12"	3 Gal Cont 36" O.C.



TYPICAL SHRUB AND/OR GROUND COVER PLANTING DETAIL
NOT TO SCALE

TREE PLANTING DETAIL
Scale: N.T.S.

SCALE: 1 INCH = 10 FT

CITY APPROVAL STAMP

48 HOURS BEFORE YOU DIG "CALL SUNSHINE" 1-800-432-4770

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO CITY / SJRWMD

3-23-22 rev
FINAL PLAT/
CONST PLANS

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECT * LAND PLANNERS CONSULTANTS
1685 Promenade Circle Port Orange, Florida 32129
PHONE: (386)788-3788 LAND (386) 290-6411 CELL
SternDesignGroup@att.net

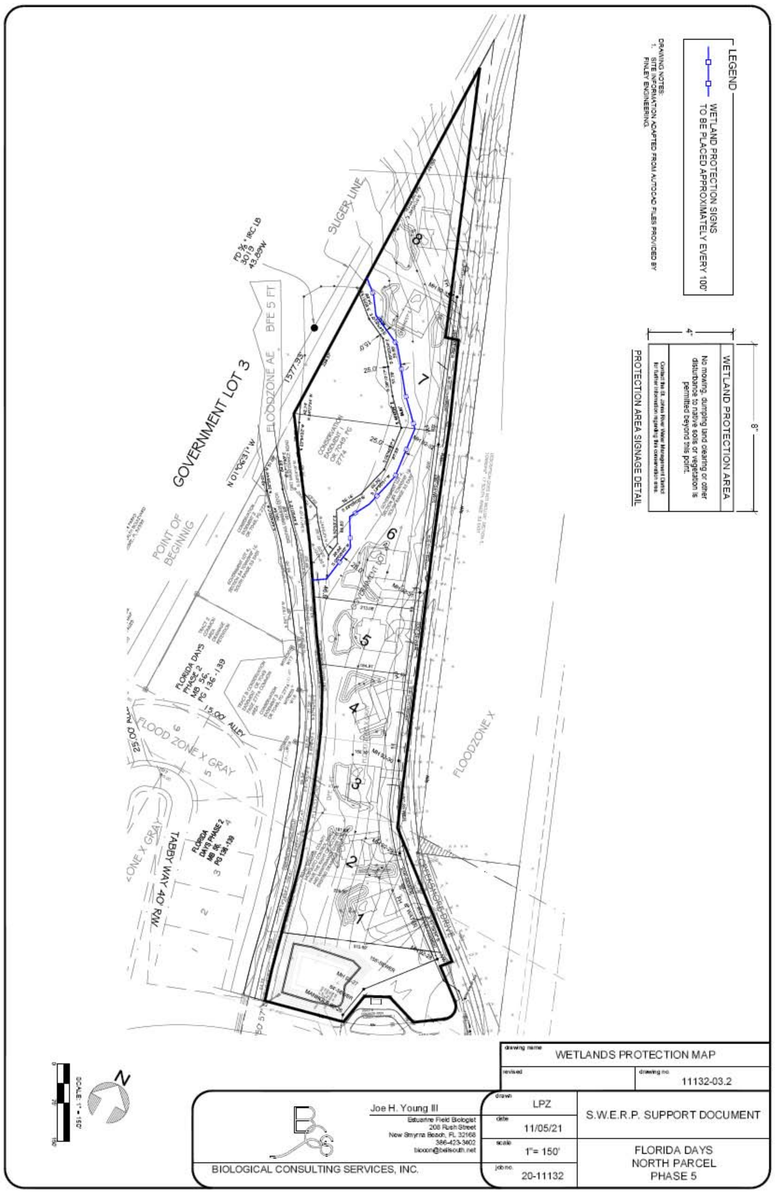
FLORIDA DAYS PHASE 4
TURNBULL BAY - ENTRANCE ROAD
NEW SMYRNA BEACH, FLORIDA

PROJECT NUMBER
FEG# 1222

FL REG#0001460
REGISTERED LANDSCAPE ARCHITECT JAN STERN LA 0001460 STATE OF FLORIDA
NOT VALID WITHOUT ELECTRONIC SEAL

SHEET TITLE
ENTRANCE LANDSCAPE PLAN

SHEET
XXXXXXXXXX
XXXXXXXXXX
SHT 24





CITY OF NEW SMYRNA BEACH APPROVAL

SHEET 25

SHEET TITLE: BUFFER SIGNAGE PLAN

FLORIDA DAYS

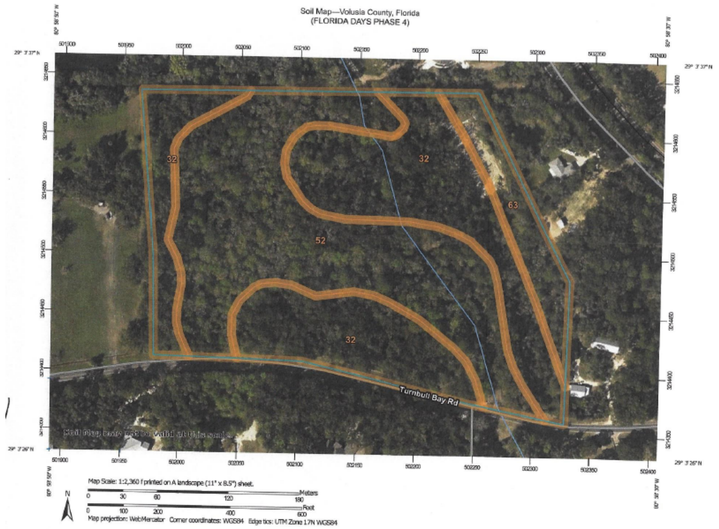
PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE # 29909 ON THE DATE INDICATED. USING A DIGITAL SIGNATURE PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

FINLEY ENGINEERING SOLUTIONS, INC.
3959 SOUTH NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

NO.	DATE	DESRIPTION
1	1-15-21	SUBMIT TO SJ/CITY
2	6-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
4	11-05-21	RESUBMIT-SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

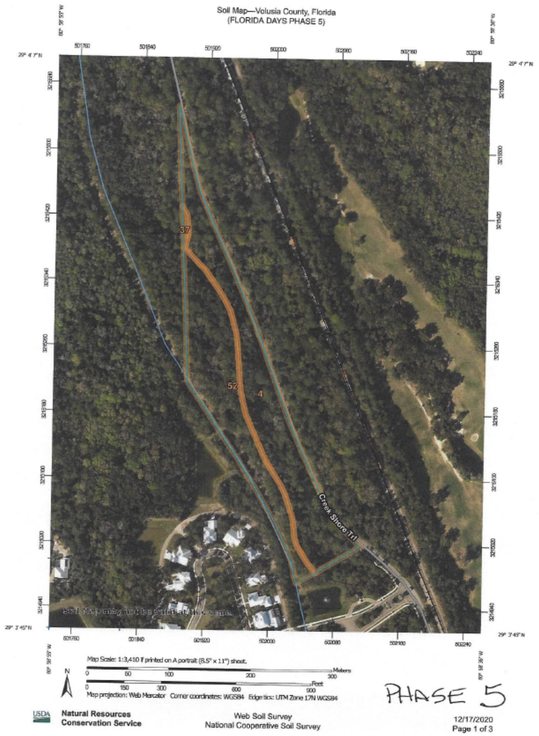


Soil Map—Volusia County, Florida

FLORIDA DAYS PHASE 4

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
32	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	9.4	46.9%
52	Pompano fine sand	9.0	44.8%
63	Tavares fine sand, 0 to 5 percent slopes	1.7	8.3%
Totals for Area of Interest		20.0	100.0%



Soil Map—Volusia County, Florida

FLORIDA DAYS PHASE 5

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Astatula fine sand, 0 to 8 percent slopes	5.0	55.7%
37	Orsino fine sand, 0 to 5 percent slopes	0.1	0.7%
52	Pompano fine sand	3.9	43.6%
Totals for Area of Interest		8.9	100.0%

5.0 POTENTIAL ENDANGERED AND THREATENED SPECIES DISTRIBUTION

The vegetative composition in Phase 4 (South area) of the site mainly consists of a Live oak community (#1123), upland mixed woodland (#1220), mixed hardwood-coniferous (#1400), and mixed wetland hardwoods (#2233), and ditching (#4220). The vegetative composition in Phase 5 (North area) of the site mainly consists of a Live oak community (#1123), upland mixed woodland (#1220), mixed wetland hardwoods (#2233), and a stormwater treatment area (#3250).Major emphasis was given to the protected species that might inhabit these vegetative cover types.

A list of species with the potential for occurrence on-site and which are afforded protection by the Florida Fish and Wildlife Conservation Commission (FFWCC) and the U.S. Fish and Wildlife Service (USFWS) was compiled prior to the protected species survey, based on a literature review of geographic range and preferred habitat. The protected species distribution chart contains the designated status of protected wildlife species with the potential for occurrence on this project.

5.1 VOLUSIA COUNTY PROTECTED SPECIES DISTRIBUTION CHART

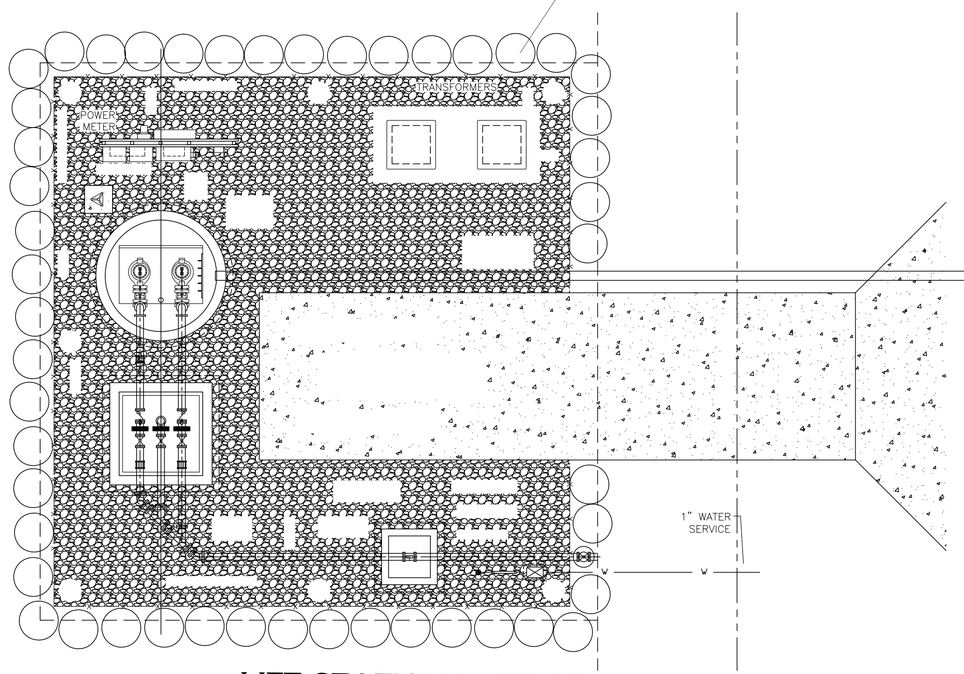
The following protected species could potentially utilize the site:

COMMON NAME	*SCIENTIFIC NAME*	STATUS	POTENTIAL OF OCCURRENCE
MAMMALS			
Florida Black Bear	*Ursu samericanus floridanus*	delisted	Minor habitat available not observed on site
Florida Panther	*Felis concolor coryi*	FE	Minor habitat available not observed on site
BIRDS			
American Oystercatcher	*Haematopus palliatus*	ST	Minor habitat available not observed on site
Audubon's Crested caracara	*Caracara plancus audubonii*	FT	Minor habitat available not observed on site
Bald Eagle	*Haliaeetus leucocephalus*	delisted	Minor habitat available not observed on site
Florida Burrowing Owl	*Athene cunicularia floridana*	ST	Minor habitat available not observed on sit
Florida Sandhill Crane	*Grus canadensis pratensis*	ST	Minor habitat available not observed on site
Florida Scrub Jay	*Aphelocoma coerulescens coerulescens*	FT	Minor habitat available not observed on site
Least Tern	*Sterna antillarum*	ST	Minor habitat available not observed on site
Peregrine Falcon	*Falco peregrinus tundrius*	delisted	Minor habitat available not observed on site
Red-cockaded Woodpecker	*Picoides borealis*	FE	Minor habitat available not observed on site
Roseate Spoonbill	*Ajaia ajaja*	ST	Minor habitat available not observed on site
Southeastern American Kestrel	*Falco sparverius paulus*	ST	Minor habitat available not observed on site
Tricolored Heron	*Egretta tricolor*	ST	Minor habitat available not observed on site
Wood Stork	*Mycteria americana*	FT	Minor habitat available not observed on site
AMPHIBIANS & REPTILES			
American Alligator	*Alligator mississippiensis*	FT (S/A)	Minor habitat available not observed on site
Eastern Indigo Snake	*Drymarchon corais couperi*	FT	Minor habitat available not observed on site
Florida Pine Snake	*Pituophis melanoleucus mugitus*	ST	Minor habitat available not observed on site

COMMON NAME	*SCIENTIFIC NAME*	STATUS	POTENTIAL OF OCCURRENCE
AMPHIBIANS & REPTILES continued			
Gopher Tortoise	*Gopherus polyphemus*	ST	Habitat available 8 burrows observed on site
PLANTS		FDACS (FWS)	
American chaffseed	*Schwalbea americana*	E	Minor habitat available not observed on site
Angle-pod	*Matelea gonocarpos*	T	Minor habitat available not observed on site
Ashe's savory	*Calamintha ashei*	T	Minor habitat available not observed on site
Auricled spleenwort	*Asplenium erosum*	E	Minor habitat available not observed on site
Bird's nest spleenwort	*Asplenium serratum*	E	Minor habitat available not observed on site
Blue flowered butterwort	*Pinguicula caerulea*	T	Minor habitat available not observed on site
Brittle maidenhair fern	*Adiantum tenerum*	E	Minor habitat available not observed on site
BrittonsBeargrass	*Nolia brittoniana*	E (FE)	Minor habitat available not observed on site
Catesby's lily	*Lilium catesbaei*	T	Minor habitat available not observed on site
Celestial lily	*Nemastylis sfloridana*	E	Minor habitat available not observed on site
Chapman's sedge	*Carex chapmanii*	T	Minor habitat available not observed on site
Cinnamon Fern	*Osmunda cinnamomea*	CE	Minor habitat available not observed on site
Common wild pine	*Tillandsia fasciculata*	E	Minor habitat available not observed on site
Coontie (all native species)	*Zamia spp.*	CE	Minor habitat available observed on site
Curtiss' milkweed	*Asclepias curtissii*	E	Minor habitat available not observed on site
Dwarf spleenwort	*Asplenium pumilum*	E	Minor habitat available not observed on site
Easter-lily	*Zephyranthes treatiae*	T	Minor habitat available not observed on site
Erect prickly pear	*Opuntia stricta*	T	Minor habitat available observed on site

NOTE: CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING FLORIDA FISH AND WILDLIFE PERMIT AND SHALL BE RESPONSIBLE FOR RELOCATION/TAKING OF GOPHER TORTOISE FOUND ON THE SITE.

CITY OF NEW SMYRNA BEACH APPROVAL



LIFT STATION LANDSCAPE PLAN

NO.	DATE	DESCRIPTION
1	1-15-21	SUBMIT TO SJCITY
2	6-25-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-15-21	RESUBMIT-CITY/SJRWMD
5	2-11-22	RESUBMIT-CITY/CO
6	3-23-22	FINAL PLAT/CONST PLANS

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PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

JERRY K. FINLEY LICENSE NO. 28909 STATE OF FLORIDA ORIGINAL LICENSEE

WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E. STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE # 28909 ON THE DATE INDICATED USING A DIGITAL SIGNATURE PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

FLORIDA DAYS PHASES 4 & 5
FINAL PLAT & CONSTRUCTION PLANS

SHEET TITLE
DETAILS

SHEET
26

14

REMOVE 85FT OF CONCRETE CURB
ADJUST EXISTING INLET TO ASPHALT GRADE AND INSTALL TRAFFIC BEARING GRATE. SAW-CUT AND REMOVE/REPLACE EXISTING CONCRETE APRON AS REQUIRED FOR PROPER TRANSITION.
RESTORE ALL SURFACES.
GRADE AND INSTALL TRAFFIC BEARING GRATE. SAW-CUT AND REMOVE/REPLACE EXISTING CONCRETE APRON AS REQUIRED

18+28.55
C/L

MANHOLE #92-25
TOP EL. 10.80
INV. 5.15

L=38.24
17+90.35
P.T.

R=250.00'
L=86.89'

5' CONC SIDEWALK

24' ASPHALT

8" PVC WATER

5' CONC SIDEWALK

SCALE 1"=10'

GAS

16' RAP ALLEY

GAS

17+03.46
P.R.C.

SPEED
20
LIMIT

R=100.00'
L=70.75

16+32.71
P.C.

HIGH PRIORITY SUBSURFACE INSTALLATIONS (HPSI)

Chapter 556, F.S., provides special procedures for any work being done near High Priority Subsurface Installations (HPSI). These are underground transmission or distribution pipelines used to transport refined petroleum products or hazardous/ highly volatile liquids such as anhydrous ammonia or carbon dioxide, and that have been deemed critical and identified as an HPSI by the pipeline operator.

Sunshine 811 has made it easy for excavators to know when an HPSI facility is near their excavation or demolition sites with these procedures:

1. The member operator receives a locate ticket and determines whether the underground facility is critical (HPSI) and within 15 feet of an excavator's excavation or demolition site. If it is, the member operator must locate and mark its line.
2. The member operator provides the response "2C Marked with Exceptions – High priority subsurface installation in conflict. Excavator MUST notify the member operator of the excavation or demolition start date and time."
3. Excavator verifies the member positive response codes and provides the start date and time to the member operator that responded with the 2C code. Exactix lets you update this information in the system. [s.556.116(1) and (2), F.S.] Visit My.Sunshine811.com to see videos on Exactix features.
4. If a member operator does not provide timely notice and the excavator has waited the legal time frame from s.556.105(9)(a), excavation may proceed without notifying the member operator of the excavation start date and time. However, Sunshine 811 strongly recommends that you call 811 and resubmit the locate ticket to the affected member operators and follow up with a phone call.

HPSI INCIDENT PROCEDURES AND PENALTIES

An High Priority Subsurface Installation (HPSI) incident is a damage to an HPSI facility caused by a violation of s.556.107 (1), F.S., that results in one or more of the following:

- Death; or,
- Serious bodily injury requiring inpatient hospitalization; or,
- Property damage more than $50,000; or,
- Service interruption to a minimum of 2,500 people.

When an incident occurs, a member operator or excavator must file an incident report with the State Fire Marshal within 24 hours.

The State Fire Marshal will investigate to determine whether a violation listed in s.556.107(1), F.S., was a proximate cause of the incident. If it is so determined, the Fire Marshal can issue a citation and impose a civil penalty not to exceed $50,000. (If a state agency or political subdivision caused the incident, the fine amount is limited to $10,000.) This is in addition to any civil penalties and court costs imposed under s.556.107(1), F.S.

Note: Violations of Chapter 556, F.S., that involve facilities regulated by the Pipeline and Hazardous Materials and Safety Administration may be subject to federal fines and penalties. For more information visit https://phmsa.dot.gov.

NO.	DATE	DESRIPTION
1	1-15-21	SUBMIT TO SJ/CITY
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5	2-11-22	RESUBMIT -CITY/CO.
6	3-23-22	FINAL PLAT/CONST PLANS

FINLEY ENGINEERING
SOLUTIONS, INC.
3959 SO. NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

FLORIDA DAYS
PHASE 4
FINAL PLAT & CONSTRUCTION PLANS

WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE # 29909 ON THE DATE ADJACENT TO THE SEAL USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

JERRY K. FINLEY LICENSE NO. 29909 STATE OF FLORIDA PROFESSIONAL ENGINEER

SHEET TITLE
CONNECTION TO PHASE 3

SHEET
27

558

30 0 15 30 60

GRAPHIC SCALE 1"=30'

N

W E

S

CITY OF NEW SMYRNA BEACH APPROVAL

31
PARCEL ID: 730300000025
ORB 6948, PG. 3930

MATCH LINE "A"

PARCEL ID: 730300000199
ORB 7259, PG. 2290

29
PARCEL ID: 730300000199
ORB 7259, PG. 2290

28
PARCEL ID: 730300000191
ORB 7387, PG. 2935

30
PARCEL ID: 730300000022
ORB 7635, PG. 3257

CONSTRUCT 6" PVC FORCEMAIN – 3' OFF FENCELINE

CONSTRUCT 6" PVC FORCEMAIN – 3' OFF FENCE LINE

CONSTRUCT 8" PVC WATERMAIN – 10' OFF FENCE LINE

REMOVE BLOW-OFF – CONNECT TO EXISTING 8" WATER

6"X6" TAPPING SLEEVE & VALVE

8' OFF EDGE OF PAVEMENT

EXISTING 6" FORCEMAIN–FIELD VERIFY LOCATION

EXISTING CITY WATERMAIN

VOLUSIA COUNTY
PROJECT CONTROL POINT
FOUND 1/2" IRON ROD & CAP STAMPED "MON 1RAY" (NGS PNT #YA)
TBM EL.=+41.28 (NAVD 88)
STA. 1314+83.72, 0/S: 19.55' LT
N:1717218.4520
E: 661705.0352

PROJECT CONTROL POINT
FOUND 1/2" IRON ROD & CAP STAMPED "MON 1RAY" (NGS PNT #YA)
TBM EL.=+41.10 (NAVD 88)
STA. 1314+53.97, 0/S: 22.18' RT
N:1717083.5292
E: 662325.1730

LIMITS OF COUNTY MAINTENANCE 1.00' OFFSET OF FENCE

LIMITS OF COUNTY MAINTENANCE BACK OF DITCH

4' WOOD FENCE

WOOD GATE

2'x2' BRICK COLUMN (TYPICAL)

10" PVC

GRAVEL DRIVE

ASPHALT PAVEMENT

CONCRETE APRON

24" CPP

18" CPP

DRAINAGE SWALE

DRAINAGE DITCH

DIRT ROAD

TREE LINE (TYPICAL)

T/S

TOB

N80°40'50"E

TURNBULL BAY ROAD

SHELL DRIVE

WHITE STREET
SHELL ROAD

60.00'

WHITE STREET

81
PARCEL ID: 730300020050
ORB 4114, PG.1635

82
PARCEL ID: 730300020041
ORB 7611, PG. 928

82
PARCEL ID: 730300020041
ORB 7370, PG. 1398

83 A
PARCEL ID: 730300020023
ORB 7370, PG. 2825

83 B
PARCEL ID: 730300020024
ORB 7503, PG. 1072

NO.	DATE	DESRIPTION
1	1-15-21	SUBMIT TO SJ/CITY
2	8-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
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5	2-11-22	RESUBMIT TO CITY/CO.
6	3-23-22	FINAL PLAT/CONST PLANS
7R	3-30-22	REV FINAL PLT/CONST PLAN

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JERRY K. FINLEY LICENSE NO. 29909 STATE OF FLORIDA PROFESSIONAL ENGINEER

FLORIDA DAYS PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

OFFSITE WATER/FORCEMAIN

SHEET

28A

559

CITY OF NEW SMYRNA BEACH APPROVAL

WEST LINE OF FLORIDA DAYS PHASE 4

31
PARCEL ID: 730300000025
ORB 6948, PG. 3930

32
PARCEL ID: 730300000021
ORB 7135, PG. 0670

PROJECT CONTROL POINT
FOUND 1/2" IRON ROD & CAP STAMPED
"HOU TRAV" (HOU PNT #106)
TBM EL=9.69 (NAVD 88)
STA: 143+60.56, O/S: 19.19'E LT
N:1717381.8030
E: 662706.8270

C-12
BASELINE
Δ=22°34'38"
R=1475.00'
A=581.22'
CB=S88°01'31"E
CH=577.46'

CONSTRUCT 6" PVC FORCEMAIN – 3" OFF FENCE LINE

CONSTRUCT 8" PVC WATERMAIN – 10' OFF FENCE LINE

LIMITS OF COUNTY MAINTENANCE 1.00' OFFSET OF FENCE

4' WOOD FENCE

4' WIRE FENCE

METAL GATE

CLEAR 4'X10' AREA BEHIND FENCE FOR HYDRANT

DRAINAGE SWALE

DIRT DRIVE

BRACE POLE DURING CONSTRUCTION
RESET GUY WIRE AS NEEDED

TEMPORARILY REMOVE GUY POLE.
RESET GUY POLE & WIRE AS NEEDED AFTER PIPE INSTALLATION

DRAINAGE DITCH R=1310.04' (M)

R=1038'61" (M)

R=313'.33" (M)

DRAINAGE DITCH R=1895.20' (M)

C-12

ASPHALT PAVEMENT

TURNBULL BAY ROAD

OLD UNDERLYING PAVEMENT

N89°40'50"E

CONCRETE APRON

24" CPP

GATE

DRAINAGE DITCH

LIMITS OF COUNTY MAINTENANCE
BACK OF DITCH

MATCH LINE 'A'

MATCH LINE 'B'

MITIGATE 0.12AC HQ=25.00

MITIGATE 0.25AC HQ=25.00

84
PARCEL ID: 730300020029
ORB 4018, PG. 2993

85
PARCEL ID: 730300000023
ORB 6516, PG. 1931

86
PARCEL ID: 730300000020
ORB 7283, PG. 3700

TREE LINE (TYPICAL)

MITIGATE 0.33AC HQ=25.00

INSTALL TEMPORARY CONSTRUCTION SIGNAGE

TRUCKS ENTERING HIGHWAY

30 0 15 30 60

GRAPHIC SCALE 1"=30'

LIMITS OF COUNTY MAINTENANCE 1.00' OFFSET OF FENCE

CONSTRUCT 6" PVC FORCEMAIN – 3' OFF FENCE LINE

CONSTRUCT 8" PVC WATERMAIN – 10' OFF FENCE LINE

6" PVC FORCEMAIN – UNDER CULVERT

6"X6" TEE, TWO-6" VALVES, 5'-6" PVC WITH PLUG

PROJECT CONTROL POINT
FOUND 1/2" IRON ROD & CAP STAMPED
"HOU TRAV" (HOU PNT #106)
TBM EL=9.73 (NAVD 88)
STA: 140+60.56, O/S: 19.19'E LT
N:1717381.8030
E: 663397.5061

DRAINAGE DITCH

CONCRETE RIP-RAP HEADWALL

CONCRETE DRIVE

OPEN CUT-30 SY PVMT REPAIR

SEE SHEET 9 FOR ENTRANCE IMPROVEMENTS IN VOLUSIA COUNTY RIGHT-OF-WAY

EXISTING 12" REUSE(VERIFY LOCATION)

TURNBULL BAY ROAD

ASPHALT PAVEMENT

TEMPORARILY REMOVE GUY. RESET GUY POLE & WIRE AS NEEDED AFTER PIPE INSTALLATION

CONSTRUCT 8"DIA WATER OVER STORM WITH 6" CLEARANCE. TWO SETS OF 45 DEGREE BENDS WITH RESTRAINED JOINTS REQ'D. 4.5' OFF CORNER OF HEADWALL

DIRT ROAD

MES INV=4.23

SHELL DRIVE

30" CPP

BRACE POLE DURING CONSTRUCTION

STORM PIPE

INLET TOP EL=7.31 INV IN=3.64 INV OUT=3.54

24" CPP

TREE LINE (TYPICAL)

LIMITS OF COUNTY MAINTENANCE

LIMITS OF COUNTY MAINTENANCE
BACK OF DITCH

LIMITS OF COUNTY MAINTENANCE
FACE OF TREE LINE

R/W EASEMENT PER O.R.B. 3765, PG. 1105

86
PARCEL ID: 730300000020
ORB 7283, PG. 3700
SANDS UNRECORDED

87
PARCEL ID: 730300010030
O.R.B. 5291, PG. 2040

88
PARCEL ID: 730300000027
ORB 7654, PG. 1483

89
PARCEL ID: 730200000130
ORB 7066, PG. 4736
2570 TURNBULL BAY ROAD
B&W UNRECORDED

C-13
BASELINE
Δ=171°53"
R=1100.00'
A=330.82'
CB=S85°21'29"E
CH=329.57'

R=366.30' (M)

R=386.30' (M)

R=985.34' (M)

R=2203.71' (D & M)

33
PARCEL ID: 730200000170
ORB 6778, PG. 1639

LOT 4
LOTT UNRECORDED SUBDIVISION

N. R/W LINE PER MONUMENTATION AND DEED

8" PVC WATERMAIN
10' OFF E/P

CONSTRUCT 8"X6"TEE W/ HYDRANT ASSEMBLY AND 6" VALVE ATTACHED TO TEE

BRICK DRIVE

CONCRETE DRIVE

ASPHALT APRON

4' WOOD GATE

MATCH LINE 'C'

LIMITS OF COUNTY MAINTENANCE 1.00' OFFSET OF FENCE

MITIGATE 0.10AC HQ=25.00

MITIGATE 0.10AC HQ=25.00

LIMITS OF COUNTY MAINTENANCE 1.00' OFFSET OF FENCE

CONSTRUCT 6" PVC FORCEMAIN – 3' OFF FENCE LINE

4' WIRE FENCE

CONSTRUCT 8" PVC WATERMAIN – 10' OFF FENCE LINE

6' WHITE THERMOPLASTIC LINE

WHITE THERMOPLASTIC TURN ARROWS PER DESIGN STANDARD # 17346

CROSSWALK PER DESIGN STANDARD # 17346

ASPHALT PAVEMENT

ENTRANCE STRIPING & DIMENSION PLAN

NO.	DATE	DESRIPTION
1	1-15-21	SUBMIT TO SJ/CITY
2	8-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-13-21	RESUBMIT TO CITY/SJ
5	2-11-22	RESUBMIT TO CITY/CO.
6	3-23-22	FINAL PLAT/CONST PLANS
7R	3-30-22	REV FINAL PLT/CONST PLAN

FINLEY ENGINEERING SOLUTIONS, INC.
3959 SOUTH NOVA ROAD, SUITE B-34
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FLORIDA DAYS PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS
OFFSITE WATER/FORCEMAIN

SHEET
28B

560

CITY OF NEW SMYRNA BEACH APPROVAL

8"X8" TAPPING SLEEVE & VALVE–INSTALL 8 FT EAST OF 90 BEND. 90 DEGREE BEND AND 2– 45 DEGREE BENDS GOING WEST TO GET ON A 10' OFF EDGE OF PAVEMENT ALIGNMENT

8" DIP WATERMAIN UNDER CULVERT WITH 18" MIN. CLEARANCE (45 DEGREE FITTINGS –RESTRAINED)

CREEK SHORE TRAIL

TIONIA ROAD

TURNBULL BAY ROAD

33
PARCEL ID: 730200000170
ORB 6778, PG. 1639

LOT 4
LOTT UNRECORDED SUBDIVISION

34
PARCEL ID: 730200000140
ORB 7329, PG. 2544

LOT 3
LOTT UNRECORDED SUBDIVISION

90
PARCEL ID: 730200000180
ORB 6483, PG. 1404
2560 TURNBULL BAY ROAD

91
PARCEL ID: 730200000250
ORB 5999, PG. 3580

93
PARCEL ID: 730201030060
ORB 7241, PG. 1072

PARCEL B

MATCH LINE "C"

R=2203.71' (D & M)

N. R/W LINE PER MONUMENTATION AND DEED

R/W LINE PER MONUMENTATION AND DEED

N. LINE OF R/W PER MONUMENTATION AND DEED

40' DRAINAGE EASEMENT PER OFFICIAL RECORD BOOK 1208, PAGE 29

40' GAS EASEMENT PER ORB 876, PAGE 720

PROJECT CONTROL POINT
FOUND 1/2" IRON ROD & CAP STAMPED "HdCo TRAK" (HdCo PNT #99)
TBM EL=5.86 (NAVD 88)
STA: 159+66.51, O/S: 20.12' RT
N:1771213.6814
E: 664400.7456

PROJECT CONTROL POINT
FOUND 1/2" IRON ROD & CAP STAMPED "HdCo TRAK" (HdCo PNT #90)
TBM EL=6.79 (NAVD 88)
STA: 162+42.03, O/S: 25.06' LT
N:1772182.4370
E: 664732.2200

C-14
BASELINE
Δ=23°06'17"
R=137.00'
A=55.25'
CB=N17°41'8"12"E
CH=54.87'

STREET SIGN

TELEPHONE BOX

OLD UNDERLYING ASPHALT

EXISTING 8" PVC WATERMAIN

EXISTING 12" – 90 BEND AND 12"x8" REDUCER

EXISTING 12" PVC WATERMAIN

8" PVC WATERMAIN
10' OFF E/P

PAVEMENT STRIPING (TYPICAL)

ASPHALT PAVEMENT

DRAINAGE DITCH

TOB

T/S

TREE LINE (TYPICAL)

LIMITS OF COUNTY MAINTENANCE BACK OF DITCH

LIMITS OF COUNTY MAINTENANCE 1.00' OFFSET OF FENCE

4' WOOD FENCE

4' WOOD GATE

MASONRY HEADWALL

18" CMP

24" CMP

CONCRETE DRIVE

ASPHALT APRON

SHELL DRIVE

INV=3.76
FULL OF DIRT

INV=3.80
FULL OF DIRT

INV=1.88
FULL OF DIRT

MITCHLINE # STA: 159+15.00

TIONIA ROAD RIGHT-OF-WAY

FLORIDA EAST COAST RAILROAD (100.00' R/W)

EAST R/W LINE F.E.C.R.R.

WEST R/W LINE F.E.C.R.R.

CREEK SHORE TRAIL ASPHALT PAVEMENT

WOOD RAILROAD TIE POST (TYPICAL)

CONCRETE HEADWALL INV=2.36

RAILROAD CROSSING SIGNAL ARM

RAILROAD TRACKS

RAILROAD UTILITY BOXES

CONCRETE

N85°51'21"E

N86°01'35"E

N86°45'04"E

R=267.67'(M)

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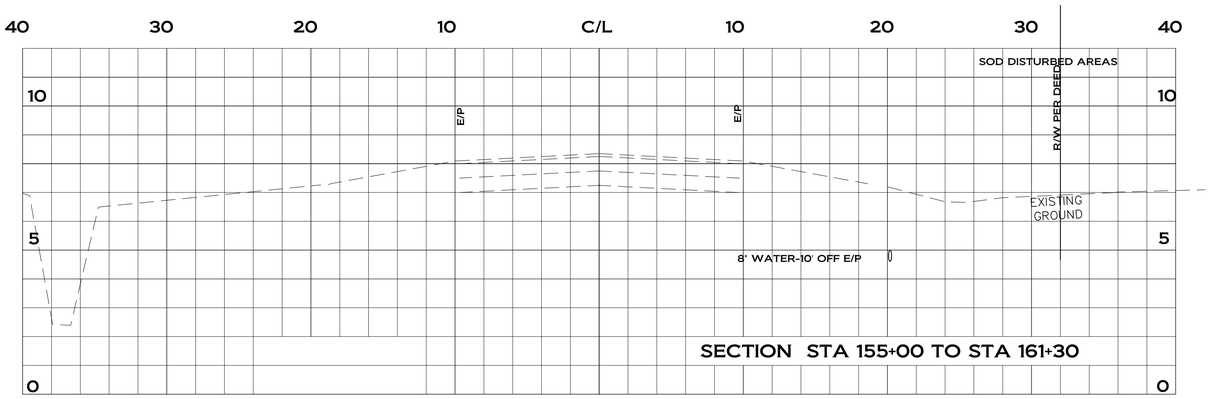
JERRY K. FINLEY LICENSE NO. 29909 STATE OF FLORIDA PROFESSIONAL ENGINEER

FLORIDA DAYS PHASES 4 & 5

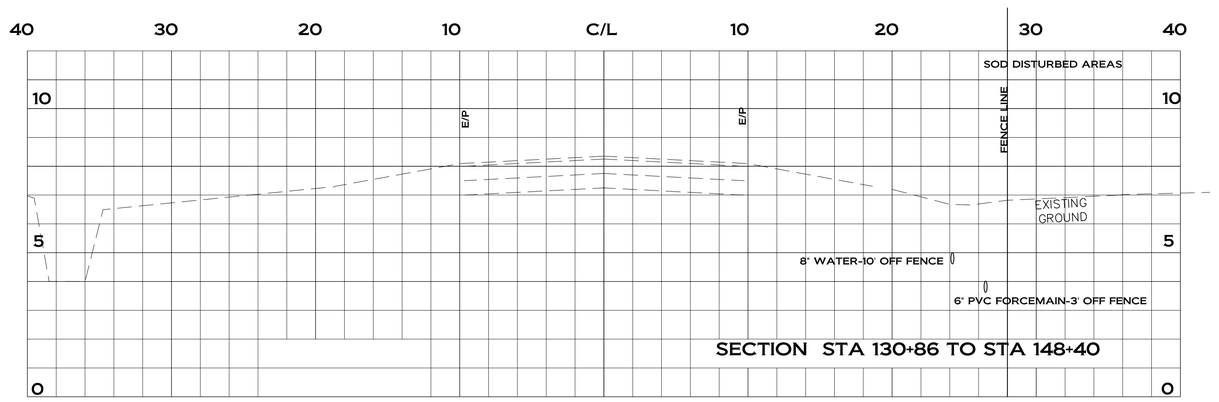
FINAL PLAT & CONSTRUCTION PLANS
OFFSITE FORCEMAIN PLAN

SHEET
28C

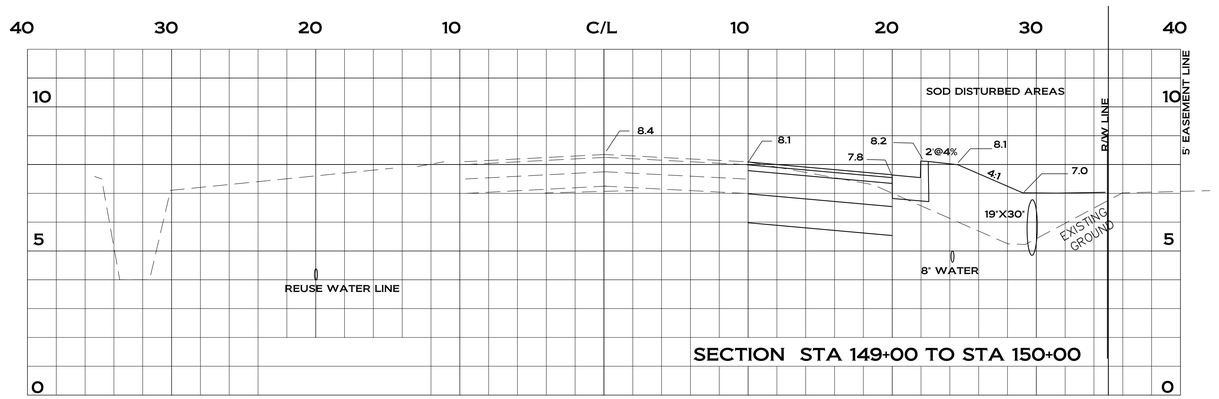
561



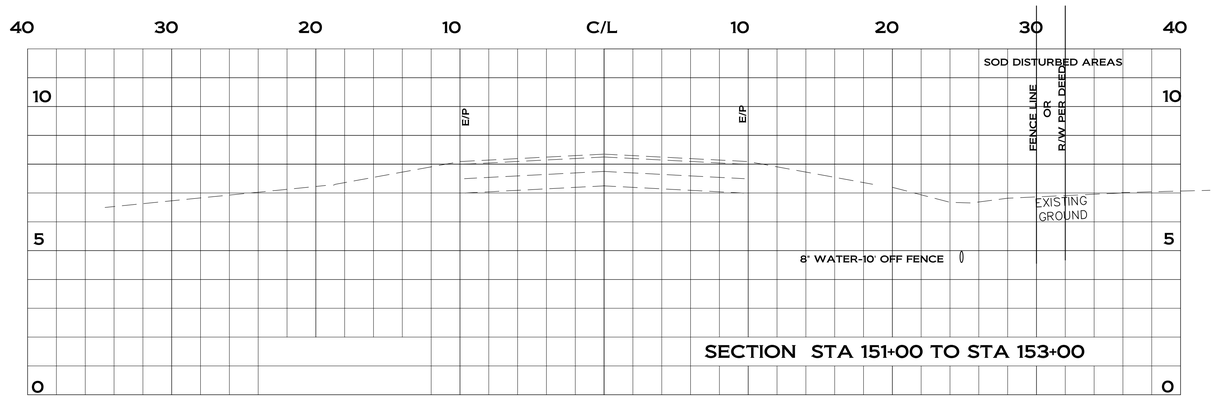
SECTION STA 155+00 TO STA 161+30



SECTION STA 130+86 TO STA 148+40



SECTION STA 149+00 TO STA 150+00



SECTION STA 151+00 TO STA 153+00

All plans for Utility and Commercial Use Permits must contain the following plan notes, and the stated notification requirements must be observed.

1. Notify Volusia County Development Engineering Division at (386) 736-5926 a minimum of 24 hours prior to the start of construction. Failure of the permittee to obtain the appropriate inspections prior to proceeding with work shall not relieve the permittee from reexcavation or other measures necessary for the inspection of work..
2. Volusia County Traffic Engineering (386) 736-5968 is not a member of Sunshine One Call. When requesting locates, please provide a minimum advanced notification of two (2) business days prior to proposed work.
3. Coordination with Volusia County Traffic Operations (386) 239-6535 is required with a minimum advanced notice of seven (7) days prior to any sidewalk, lane or road closure (including flagging operations).
4. Operations within the County right-of-way shall normally be conducted 7:00 am to 7:00 pm, Monday through Friday. Any deviation from these hours requires prior approval from the County Development Engineer. Emergency repairs are excluded from this time restriction.
5. All existing sidewalks within County right-of-way shall either remain open or be provided a temporary walkway in accordance with the current version of Florida Department of Transportation Standard Index No. 660. Any damage to sidewalks shall be repaired and/or replaced in like kind by the contractor. New sidewalks and sections through driveways must be at a 1.5% cross slope and 2% maximum cross slope per ADA standards.
6. Driving or staging of construction vehicles or materials is not permitted within the County right-of-way or on pedestrian walkways and paths. There shall be no overnight construction vehicle related parking, construction material placement or storage of any kind permitted within the County right-of-way.
7. No trench or excavation shall be left open or unattended overnight, unless approved by the County Development Engineering Inspector. Excavations shall meet the Drop off Protection Requirements of the latest FDOT Design Standard Index No. 600.
8. Restoration shall be required for any damage to sidewalks, curbs, or other existing structures in the right-of-way. All disturbed areas within the County right of way shall be re-graded and sodded. Seed and mulch is not an acceptable alternative to sodding.

" All striping within public right-of-way shall be thermoplastic and installed in accordance with the latest FDOT pavement marking index"
"RPM's shall be provided for all construction within public rights-of-way of all thoroughfares and shall be installed in accordance with the latest FDOT Standard Index # 706-001"

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FLORIDA DAYS PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

TURNBULL BAY ROAD SECTIONS

SHEET 29

562

GENERAL NOTES

1. Cross Slopes and Grades:

   A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this index are maximums. Steeper slopes are not permitted unless otherwise detailed in the Plans.

   B. Landings must have slopes less than or equal to 0.02 in any direction.

   C. Install ramp slopes along a single linear plane (i.e. no warps or varying slope)

2. Grade Breaks:

   Grade breaks at the top and bottom of ramps must be parallel to each other and perpendicular to the direction of the ramp slope.

3. Existing Curb, Curb and Gutter and/or Sidewalk:

   A. Remove any existing curb or curb and gutter to the nearest joint beyond the curb transition or to the extent that no remaining section of curb or curb and gutter is less than 5 feet long. Remove any existing sidewalk to the nearest joint beyond the transition slope or to the extent that no remaining section of sidewalk is less than 5 feet long.

   B. Refer to Index 310 for Concrete Sidewalk details.

4. Curb Ramp Alpha-Identification:

   A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.

   B. Alpha-identifications CR-I and CR-J are intentionally omitted.

5. Detectable Warnings:

   A. Install detectable warnings in accordance with Specification Section 527.

   B. Place detectable warnings across the full width of the ramp or landing, to a depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.

   C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.

6. Detectable Warnings - Acceptance Criteria:

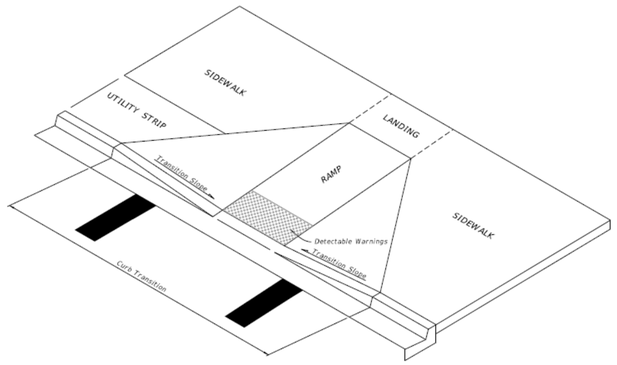
   A. Color and texture shall be complete and uniform.

   B. 90% of individual truncated domes shall be in accordance with the Americans with Disabilities Act Standards for Transportation Facilities, Section 705.

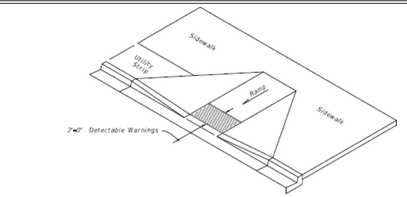
   C. There shall be no more than 4 non-compliant domes in any one square foot.

   D. Non-compliant domes shall not be adjacent to other non-compliant domes.

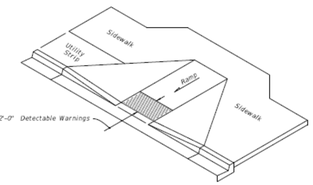
   E. Surfaces shall not deviate more than 0.10" from a true plane.



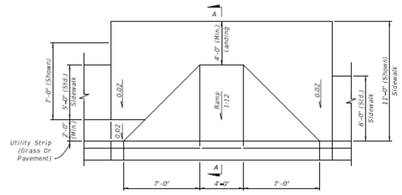
CURB RAMP NOMENCLATURE



ISOMETRIC VIEW

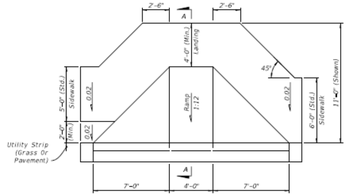


ISOMETRIC VIEW



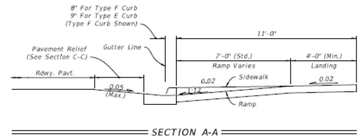
PLAN VIEW

CR-A



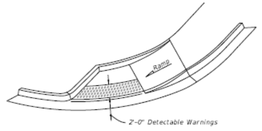
PLAN VIEW

CR-B

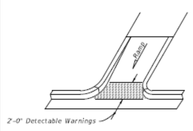


SECTION A-A

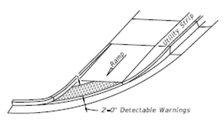
SIDEWALK CURB RAMPS CR-A AND CR-B



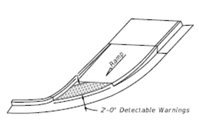
ISOMETRIC VIEW



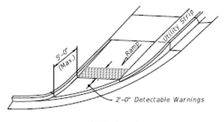
ISOMETRIC VIEW



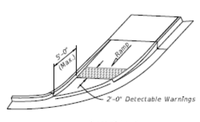
OPTION A



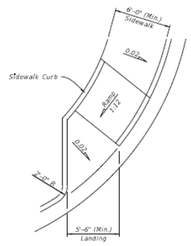
OPTION A



OPTION B

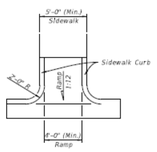


OPTION B



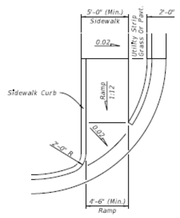
PLAN VIEW

CR-D



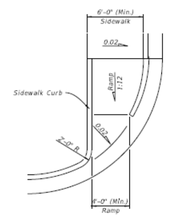
PLAN VIEW

CR-E



PLAN VIEW

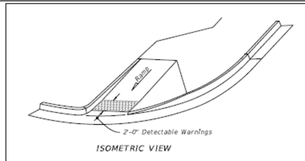
CR-F



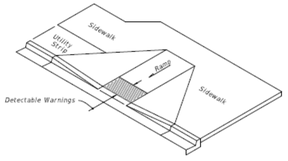
PLAN VIEW

CR-G

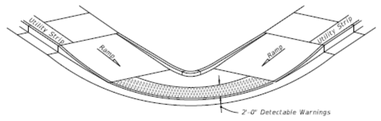
SIDEWALK CURB RAMPS CR-D, CR-E, CR-F & CR-G



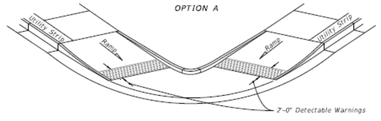
ISOMETRIC VIEW



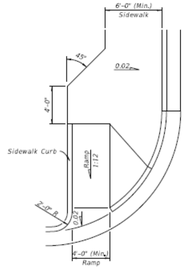
ISOMETRIC VIEW



OPTION A

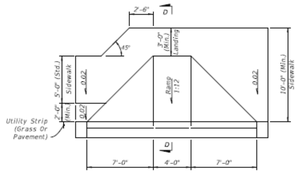


OPTION B



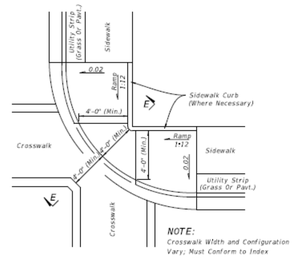
PLAN VIEW

CR-H



PLAN VIEW

CR-K



NOTE:
Crosswalk Width and Configuration Vary; Must Conform to Index 17344 and 17346.

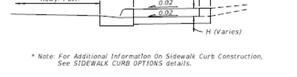
15' Radius Curve Shown for CR-L.

PLAN VIEW

CR-L



SECTION D-D



* Note: For Additional Information On Sidewalk Curb Construction, See SIDEWALK CURB OPTIONS details.

SECTION E-E

SIDEWALK CURB RAMPS CR-H, CR-K & CR-L

NO.	DATE	DESRIPTION
1	1-15-21	SUBMIT TO SJ/CITY
2	8-06-21	RESUBMIT TO SJRWMD
3	8-27-21	RESUBMIT TO CITY
4	10-13-21	RESUBMIT TO CITY/SJ
5	2-11-22	RESUBMIT TO CITY/CO.
6	3-23-22	FINAL PLAT/CONST PLANS
7R	3-30-22	REV FINAL PLT/CONST PLAN

FINLEY ENGINEERING SOLUTIONS, INC.

3959 SOUTH NOVA ROAD, SUITE B-34
PORT ORANGE, FLORIDA 32127
(386)756-8676
CERTIFICATE OF AUTHORIZATION NUMBER 31991
JFINLEY@FINLEYENGINEERS.COM

WHEN THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY K. FINLEY, P.E., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE # 29909 ON THE DATE INDICATED USING A DIGITAL SIGNATURE PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

JERRY K. FINLEY LICENSE NO. 29909 STATE OF FLORIDA PROFESSIONAL ENGINEER

FLORIDA DAYS PHASES 4 & 5

FINAL PLAT & CONSTRUCTION PLANS

TURNBULL BAY ROAD DETAILS

SHEET 30

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 53-22: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD EXPAND THE EXISTING FLAGLER AVENUE SPECIAL PARKING DISTRICT TO INCLUDE THE PROPERTIES LOCATED AT 212 COLUMBUS AVENUE AND 214 COLUMBUS AVENUE.

September 13, 2022

Background:

Applicant: Steve Sather, 806 East 14th Avenue, New Smyrna Beach, Florida 32169

Property Owner: JP Holdings, Inc., J. Scott Pridgen, 205 W SR 434, STE A, Winter Springs, Florida 32708

Request: Expand the current Flagler Avenue Special Parking District by adding the parcel located at 214 Columbus Avenue.

Site: The site is zoned Mixed Use, with a Future Land Use of Commercial and contains approximately 0.19 acres and is located at on the north side of Columbus Avenue, west of South Pine Street.

Parcel Number: 7409-03-00-0040

Findings:

Exhibits Used in this Report:

Exhibit A: Property Location Map
Exhibit B: Property Aerial Map
Exhibit C: Property Survey
Exhibit D: Current Flagler Avenue Special Parking District Map
Exhibit E: Proposed Flagler Avenue Special Parking District Map
Exhibit F: Flagler Avenue Special Parking District Regulation

The applicant is requesting for the City to include the parcel located at 214 Columbus Avenue into the existing Flagler Avenue Parking District. The property is zoned Mixed Use with a Commercial Future Land Use designation just like most of the properties currently located within the Flagler Avenue Special Parking District.

The property is adjacent to the existing Flagler Avenue Special Parking District and by adding this parcel, the current Flagler Avenue Special Parking District allowances would

be attached to this parcel. If this parcel was to be included into the Flagler Avenue Special District, the additional regulations would apply:

- Parking space size could be reduced from the required 10 foot by 20 foot to 9 foot by 18 foot.
- Drive aisle widths could also be reduced.
- Other than Multi-Family or Transient lodging, any future commercial building on this site could reduce the required parking by 50%.

The application would be consistent with the following Goal, Objective, and Policy located within the City's Comprehensive Plan:

Element II, Future Land Use
Goal 6: Mixed Use Development
Objective 2, Policy b "Provide additional parking capacity in traditional core areas of the City."

At its regular scheduled meeting on August 1, 2022 the Planning and Zoning Board voted, 3-2, members Smith and Neylon descended, to give a positive recommendation to the City Commission to **approve** the requested zoning text amendment adding the parcel located at 214 Columbus Avenue into the existing Flagler Avenue Special Parking District.

During the First Reading on August 23, 2022 the City Commission requested that the propeerty addresses as 212 COlumbus Avenue that is owned by the Coronado Community Methodist Church also be included in this request.

Since the request meets at least one of the goals in the City's Comprehensive Plan, Staff has no objections and is requesting the City Commission to **approve** the proposed expansion of the Flagler Avenue Special Parking District to include the properties located at 212 Columbus Avenue and 214 Columbus Avenue.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

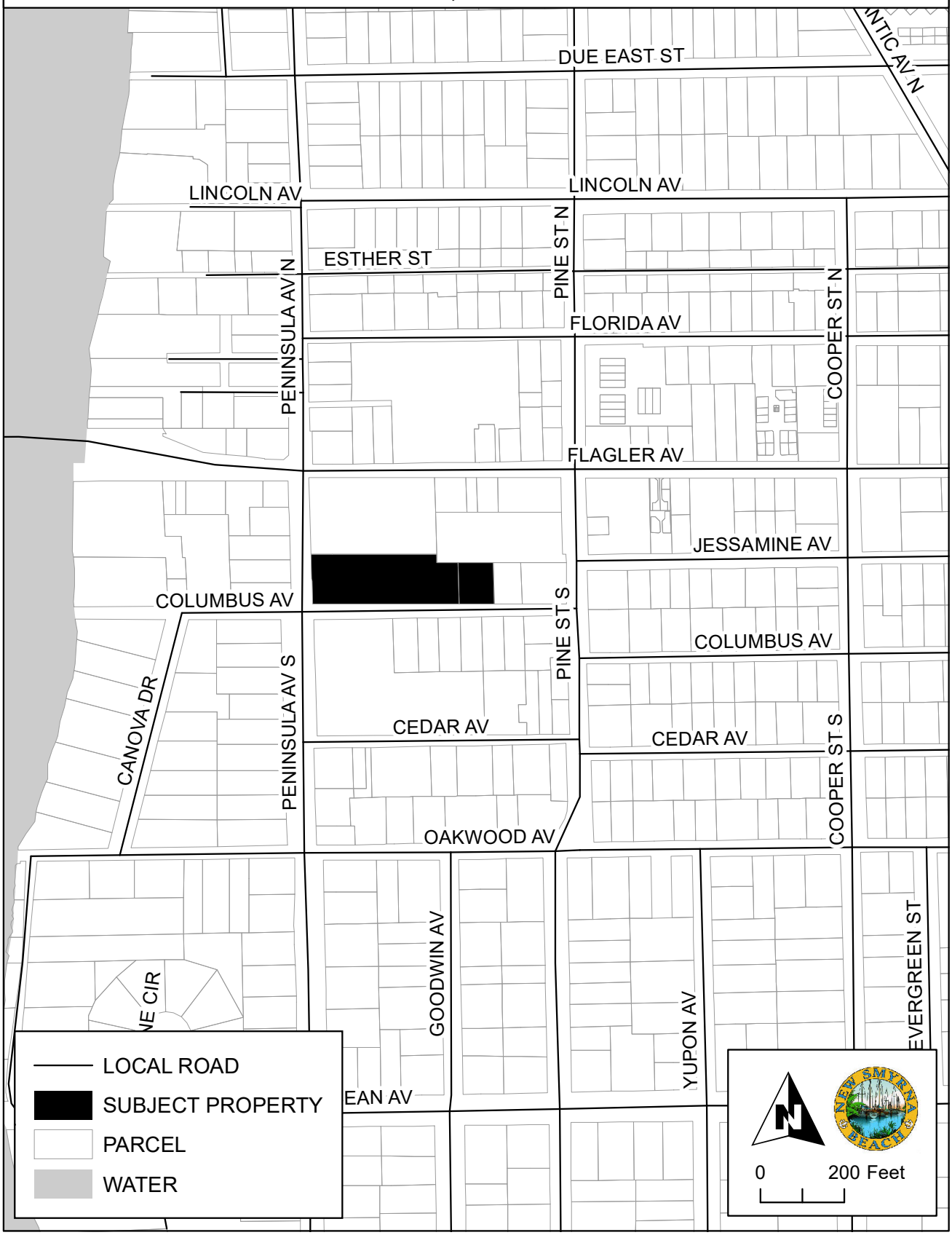
Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf

Exhibit C Property Survey.pdf
Exhibit D Flagler Av Special Parking District Map.pdf
Exhibit E Proposed Flagler Av Special Parking District Map.pdf
Exhibit F Current Special Parking District Regulation.pdf
Ord 53-22 LDR Amendment Article VI Sec 604.09 Expanding Flagler Ave Special Parking District.pdf

ZT-14-22: 214 COLUMBUS AVENUE
PARCELS: 7409-03-00-0040, 7409-03-00-0050 LOCATION MAP



ZT-14-22: 214 COLUMBUS AVENUE
PARCELS: 7409-03-00-0040, 7409-03-00-0050 AERIAL MAP



ASSESSOR'S SUBDIVISION OF THE ROBERT WALKER GRANT
MAP BOOK 3, PAGE 150

LOT 13 | LOT 14 | LOT 15 | LOT 16

SHELL DRIVE & PARKING

50' (P) | 50' (P) | 50' (P)

NORTH 20' OF LOT 5 (NOT INCLUDED)

NORTH 20' OF LOT 4 (NOT INCLUDED)

GRAPHIC SCALE
0 10 20
1 inch = 20 feet

S 89°42'07"E 83.33' (M)

REC 5/8" IRON ROD AND CAP "LB 2599"
ALSO REC 1" IRON PIPE
0.60'Sly 0.22'Wly
NW WALL CORNER 0.8'S 0.9'E
N. END CLF 0.7'S 0.3'E
E. END CLF 1.4'S 0.1'W

REC 5/8" IRON ROD AND CAP "LB 2599"
ALSO REC 5/8" IRON ROD AND CAP "PLS 4165"
S 53°21'49"W 0.68'
PVC FENCE CORNER
0.2'S 1.0'W
NE WALL CORNER
0.2'S 2.1'W

SOUTH PENINSULA AVENUE (50' R/W)
PLATTED "PENINSULAR AVENUE"

LOT 6

LOT 3

100.00' (M)

120' (P)

N 00°45'53"E

PART OF LOT 5

PART OF Wly 33-1/3' OF LOT 4

S 00°45'53"W

PART OF LOT 4 (NOT INCLUDED)

WOOD FENCE
6.2'
16.2'
20.2'
1-STORY FRAME GARAGE
20.2'
6.2'
0.7' CONCRETE-BLOCK WALL
WOOD GATE
WELL POINT RISER
CONCRETE WALK
WOOD DECK
STEP
DRIVE
CONCRETE
CLF
PVC FENCE
END CLF 0.8'E
40.1'
1-STORY FRAME RESIDENCE #214
16.3'
26.1'
10.0'
10.1'
23.7'
11.0'
12.0'
15.1'
25.2'
55.3'
7.5'
38.3'
29.9'
CLF
X-X-X-X DENOTES CLEANOUT
LOOSE PAVER PATIO NOT LOCATED
CONCRETE WALK
SHELL & GRASS DRIVE
CLEANOUT
W
S
D/U

350.08' (M) 350' (P)

50' (P)

50' (P)

50' (P)

N 89°42'07"W 83.33' (M)

REC 1-1/2" IRON PIPE
ALSO REC 1/2" EMT
S 16°32'W 0.24'

REC 5/8" IRON ROD AND CAP "LB 2599"
ALSO REC 5/8" IRON ROD AND CAP "PLS 4165"
S 53°21'49"W 0.68'
UTILITY POLE 1'S 2.5'E

19' ASPHALT PAVEMENT

COLUMBUS AVENUE (30' R/W)
PLATTED "NEWTON STREET"

PLAT OF BOUNDARY SURVEY OF

The Westerly 33-1/3 feet of Lot 4 and all of Lot 5, LESS AND EXCEPT the North 20 feet thereof, Plan of Lots of S. H. Barber, Esquire, according to the plat in Plat Book 2, page 179, Public Records of Volusia County, Florida.

SURVEY REPORT:

1. Descriptio) provided by client.
2. Bearings refer to an assumed datum and based on the south line of said S. H. Barber Subdivision as being North 89° 42' 07" West.
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. Unless otherwise noted, the monumentation has no identification number or name.
9. Drawing distance between features and property line may be exaggerated for clarity.
10. Features shown by symbol as indicated are not to scale.
11. Ownership of fences and walls shown hereon is not addressed by this survey.
12. Portion of parcel subject to Parking Agreement with City of New Smyrna Beach. Recording information not provided.
13. 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.
14. 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:
CORONADO COMMUNITY UNITED METHODIST CHURCH, INC.

TYPE	SURVEY DATE	WORK ORDER #	P.C.	CALC.	DRAFT	CHECKED
BOUNDARY SURVEY	02/17/2020	20-01-008	BTC/JWC	J.W.C.	B.T.C.	J.W.C.
FOUNDATION LOCATION						
FINAL SURVEY						
RECERTIFICATION SURVEY						
TOPOGRAPHIC SURVEY						
SPECIFIC PURPOSE SURVEY						
TYPE	**DATE**	**WORK ORDER #**	**---**	**CALC.**	**DRAFT**	**CHECKED**
SKETCH OF DESCRIPTION						

CAD FILE: 20010DBC

LEGEND & ABBREVIATIONS

- ● = DENOTES 5/8" IRON ROD W/ CAP " CORY LB 7883" 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
- D.N.R. = DEPARTMENT OF NATURAL RESOURCES
- F.I.R.M. = FLOOD INSURANCE RATE MAP
- N.A.V.D. = NORTH AMERICAN 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
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- O.R. = OFFICIAL RECORD BOOK
- M.B. = MAP BOOK
- W = WATER METER
- T = TELECOMMUNICATIONS (TELE) RISER
- RCP = REINFORCED CONCRETE PIPE
- CMP = CORRUGATED METAL PIPE
- CPP = CORRUGATED PLASTIC PIPE
- + 0.0 = EXISTING ELEVATION (ELEV)

- P.R.M. = PERMANENT REFERENCE MONUMENT
- P.C.P. = PERMANENT CONTROL POINT
- = POWER POLE
- = GUY WIRE
- A/C = AIR CONDITIONER
- CLF = CHAIN-LINK FENCE
- BWF = BARBED-WIRE FENCE
- AC. = ACRES
- R/W = RIGHT-OF-WAY
- ℄ = CENTER LINE
- = CONCRETE (CONC)

CERTIFICATE OF AUTHORIZATION NUMBER LB 7883

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 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

DANIEL W. CORY P.S.M. NO. 2027
JEFFREY W. CORY P.S.M. NO. 4139

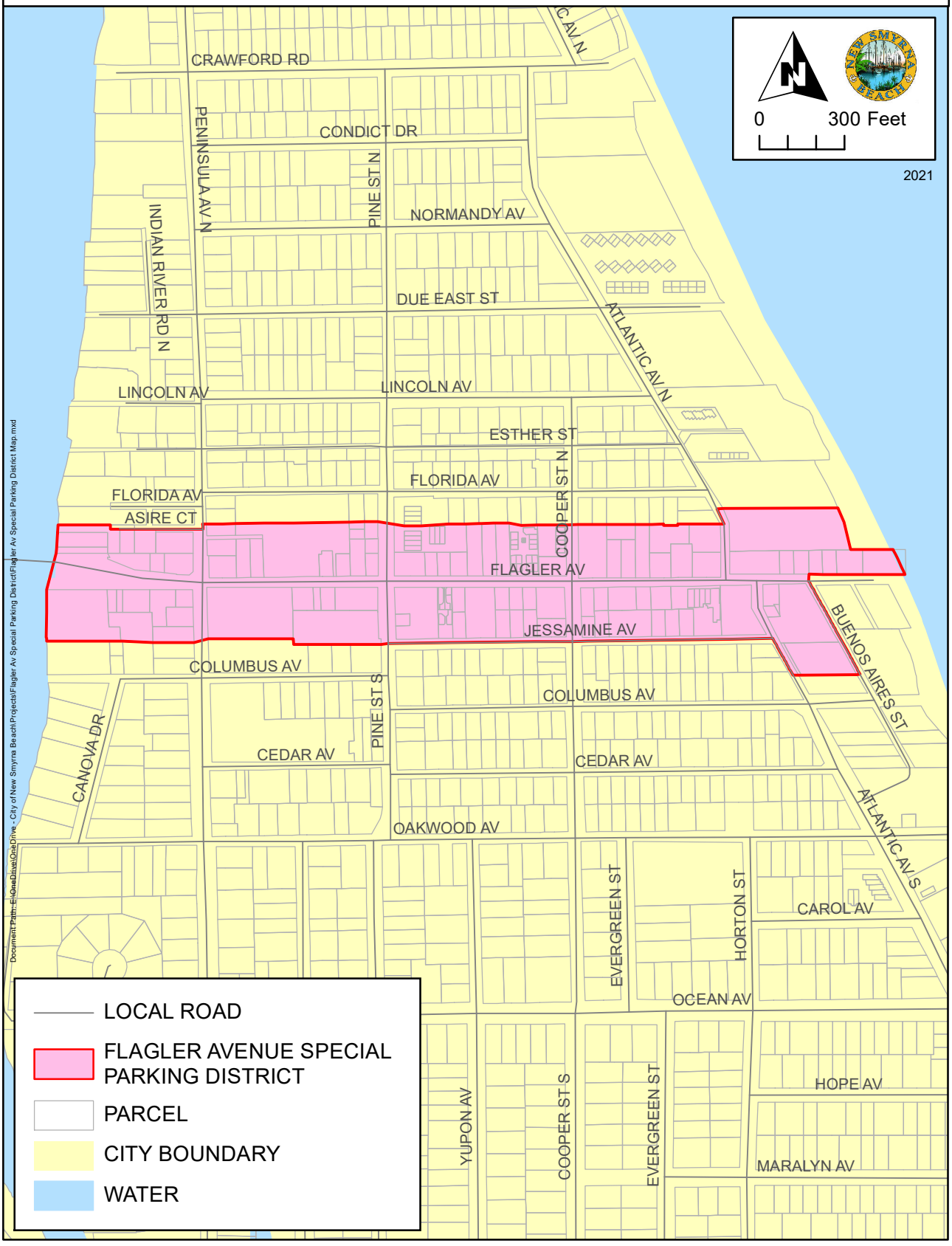
THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE(S) "X" & "X" (SHADED)
THIS LOCATION IS DETERMINED FROM F.I.R.M. COMMUNITY PANEL 125132 0542 J MAP REVISED 09/29/2017

DANIEL W. CORY
SURVEYOR, LLC
300 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 427-9575
FAX (386) 427-1783
website: corysurveyor.com

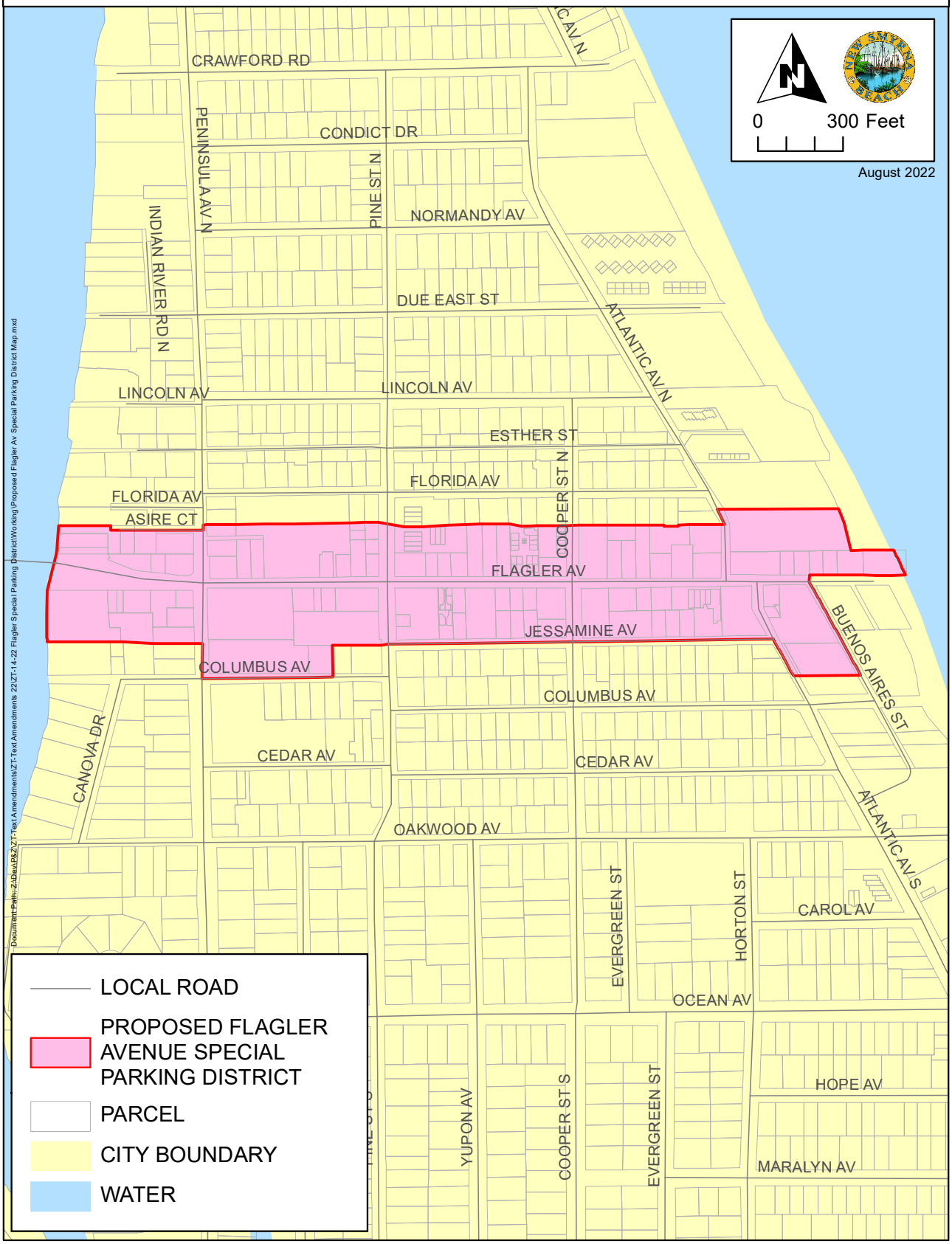
PREPARED FOR: CORONADO COMMUNITY UNITED METHODIST CHURCH
SCALE 1" = 20' FILE # 2032

PART OF LOTS 4 & 5

FLAGLER AVENUE SPECIAL PARKING DISTRICT



PROPOSED FLAGLER AVENUE SPECIAL PARKING DISTRICT



604.09 Off-Street Parking, Loading, and Driveways

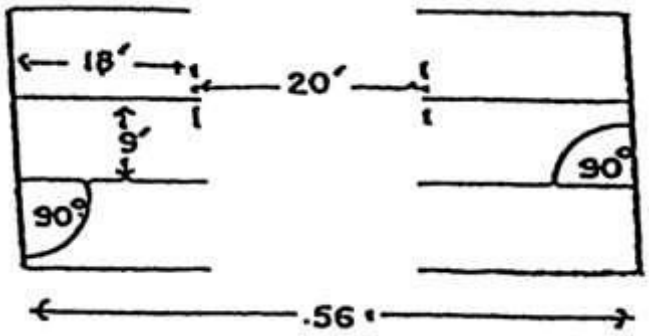
A. General Requirements

(7) Only properties within the Mainland, Flagler and U.S. 1 Special Parking districts may provide required parking off-site. Off-site parking within the Mainland, Flagler and U.S. 1 Special Parking districts is subject to the following requirements:

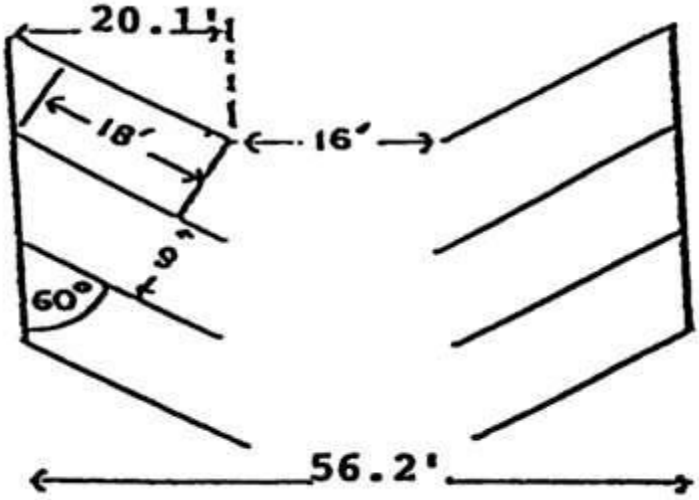
- MU zoned properties: Off-site parking must be provided within 1,500 feet
- All other non-residential zoning districts: Off-site parking must be provided within 200 feet
- Off-site parking must be on land that is zoned for non-residential uses. The only exception is a residentially-zoned parcel that is immediately adjacent to the business that requires the off-site parking. Off-site parking areas on residentially-zoned properties shall require a 10-foot wide landscape buffer around all property lines
- Multi-family and transient lodging uses shall provide all parking onsite
- The distance of the off-site parking area shall be measured in a straight line from the closest points between the two properties
- Off-site parking must be owned or leased by the business requiring the off-site parking
- Documentation of continued control of off-site parking areas shall be provided each year when the business tax receipt for the business is renewed
- Off-site parking lots shall meet all landscaping, stormwater retention and dimensional requirements of the LDR
- Applicants seeking approval of a special event in a Special Parking District that intend to close their parking lots or limit parking in their parking lots during a special event must provide replacement parking equal to, or exceeding, the number of parking spaces eliminated during the special event, unless waived by the City Commission. Replacement parking· shall be located offsite on a permitted commercial site approved by staff.

(9) Parking Lot Design Standards – Mainland, Flagler and U.S. 1 Corridor Special Parking Districts:

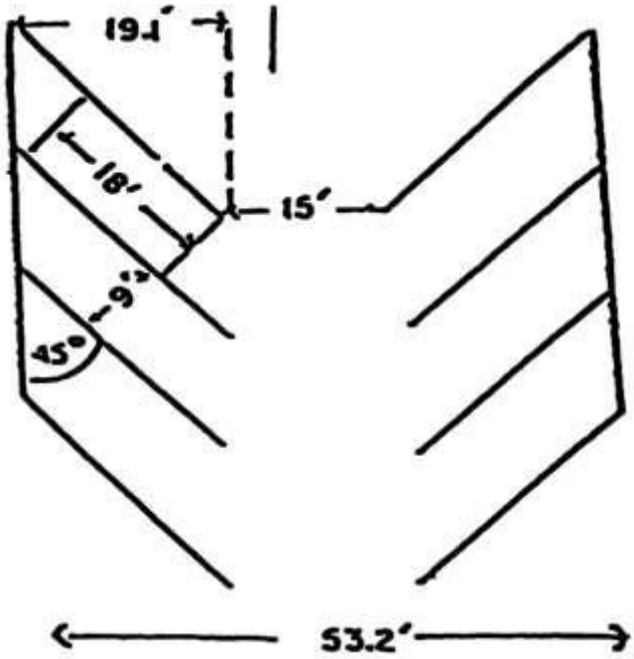
a. 90-degree angle parking spaces:



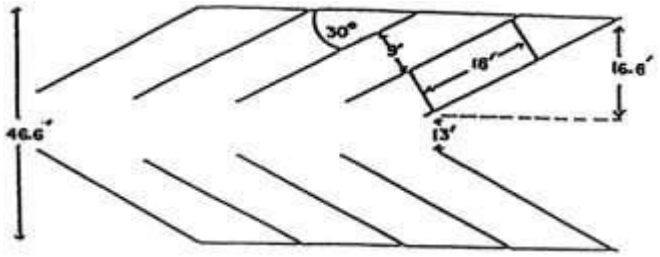
b. 60-degree angle parking spaces:



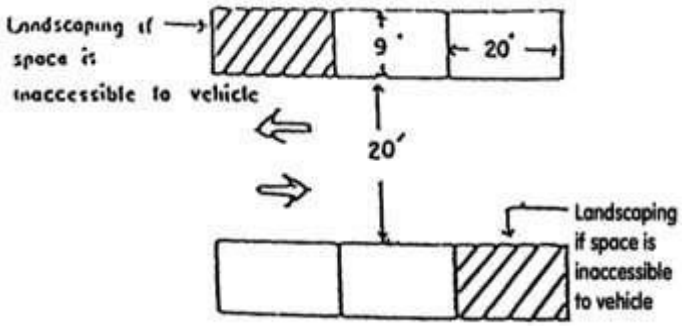
c. 45-degree angle parking spaces:



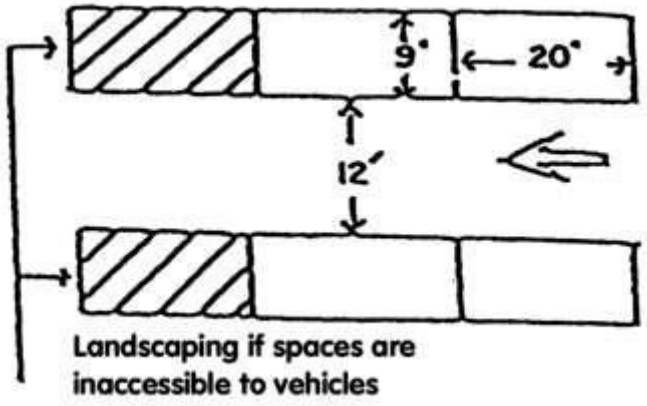
d. 30-degree angle parking spaces:



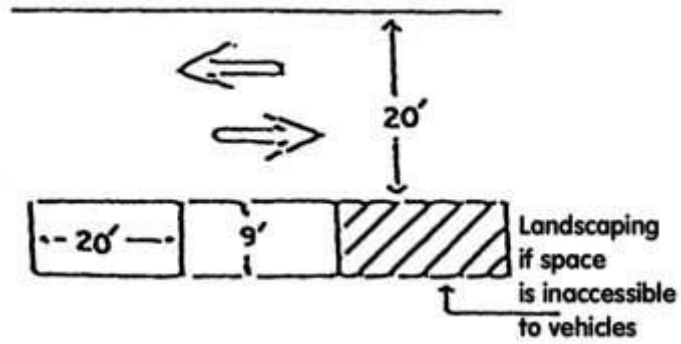
e. Parallel parking - two way double sided:



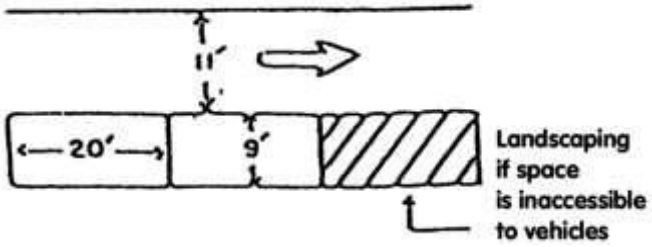
f. Parallel parking one-way double sides:



g. Parallel parking two-way one sided:



h. Parallel parking one-way one sided:



(a) The entrance/exit drive may be a minimum of 10 feet in width and may be two-way for NINETY degree (90) angle parking provided:

1. A sign is posted at the approach to exit stating that vehicles entering the parking lot have the right-of-way; and
2. The entrance/exit drive is not adjacent to any parking space.

I. Special Parking District Regulations

1. District Boundaries:

The following three Special Parking Districts are hereby established within the City, and shown on the maps below:

- Mainland Special Parking District
- Flagler Avenue Special Parking District
- U. S. 1 Corridor Special Parking District

2. The following regulations shall apply within each of the Special Parking Districts.

A. Minimum Number of Parking Spaces:

i. Additions of less than 500 square feet to existing structures, which would require less than 12 additional off-street parking spaces, shall not be required to provide additional off-street parking. This exemption from the parking requirements may only be used once during the lifetime of the building.

ii. New construction and additions that are 500 square feet or greater shall provide off-street parking at a rate that is at least 50% of the LDR requirement. Nonconforming or grandfathered parking conditions may not be used to meet the requirements of this subsection.

iii. For new construction and additions that are 500 square feet or greater, at least 50% of the required parking must be provided on-site. The remainder of the required parking may be provided in one of the following ways:

- Joint use agreement
- Lease agreement
- Off-site parking meeting the requirements of Section 604.09(A)(8) Valet parking
- Any other method approved by the Administrative Official

iv. For expansion of a business or a change in use where no addition is proposed, off-street parking shall be provided at a rate that is at least 50% of the LDR requirement. Credit shall be allowed for the amount of parking required for the previous use. This credit shall also be calculated at 50% of the parking ratio required in Section 604.09(G). Off- street parking required by this subsection may be provided on-site or by any other method allowed by the Land Development Regulations.

v. Multi-family and transient lodging facilities shall provide 100% of the parking required by this code within the boundaries of the property.

vi. Non-residential uses on parcels greater than one acre shall provide 100% of the parking within the boundaries of the parcel.

B. Special Parking District Supplemental Regulations:

On-street parking may be counted towards the required on-site parking ratios if the following conditions are met:

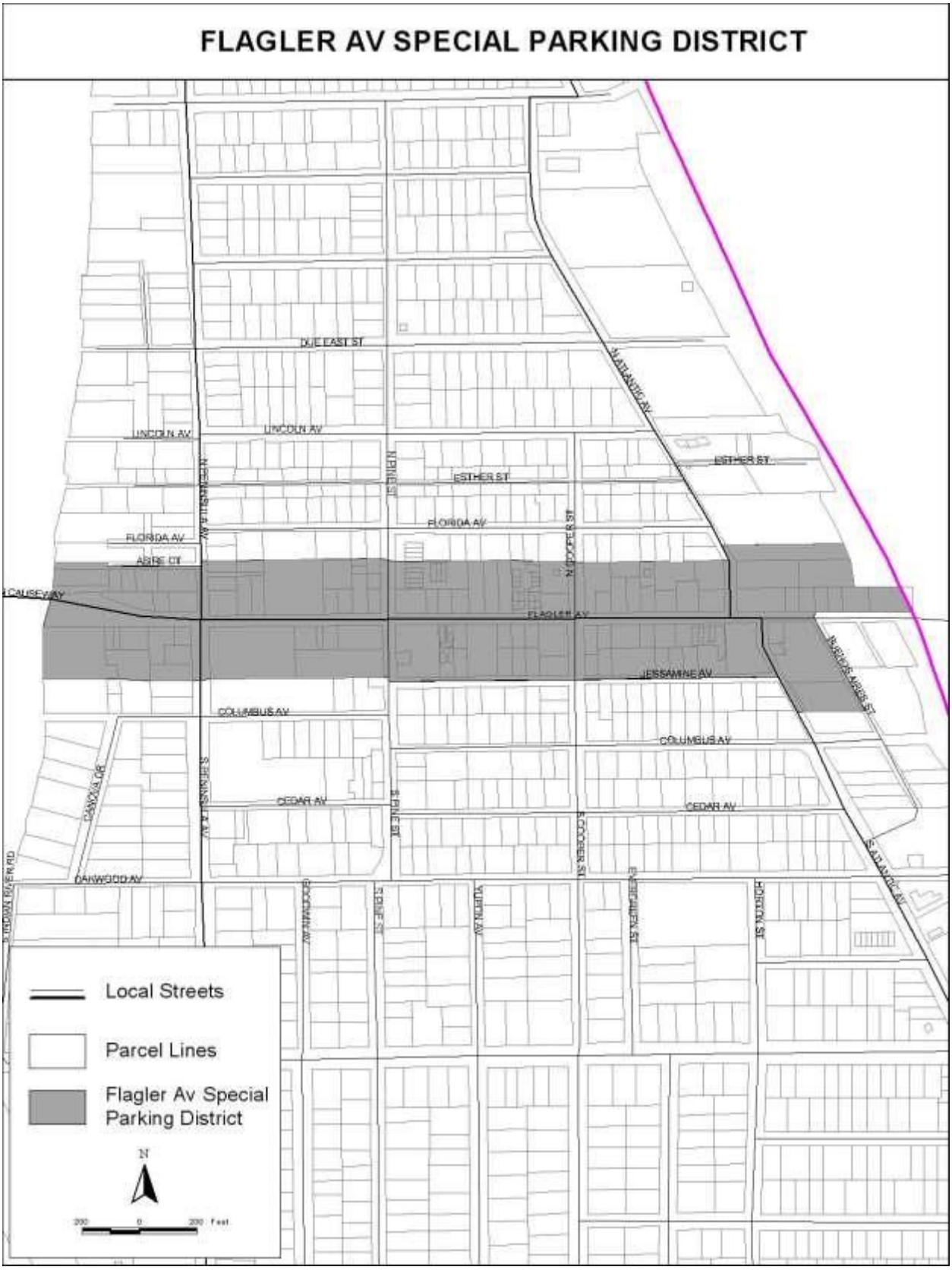
i. The project shall meet all other development criteria with regard to required setbacks, height, density, and dwelling unit size as defined in the LDR.

ii. The proposed development shall incorporate architectural features such as roof styles, window and door placement and style, and canopies that are found on the historic buildings within the Mainland National Register Historic District.

iii. Sufficient on street parking or other public parking is available within 500 feet of the business to make up the difference between the number of off-street parking spaces provided on-site and the number of parking spaces required in the Mainland Special Parking District. This on-street or public parking shall be shown on the site plan and must be approved by the Administrative Official.

vi. The applicant shall formally designate any on-street parking that is located immediately in front of the place of business requesting the reduced parking ratios. Formally designating on-street parking shall, at a minimum, require striping to designate individual parking spaces and installation of curbing along sidewalks. Formal designation may also include installation of landscape islands to prevent parking spaces from being located too close to intersections.

FLAGLER AV SPECIAL PARKING DISTRICT



ORDINANCE NO. 53-22

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE VI, DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS, SECTION 604.09 I, SPECIAL PARKING DISTRICT REGULATIONS, TO EXPAND THE FLAGLER AVENUE SPECIAL PARKING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Steve Sather, 806 East 14th Avenue, New Smyrna Beach, Florida, 32169, applicant on behalf of JP Holdings, Inc., J. Scott Pridgen, 205 W SR 434, Suite A, Winter Springs, Florida 32708, has requested administrative text amendments to the Land Development Regulations Article VI, Development and Design Improvement Standards, Section 604.09 I, Special parking district regulations, to expand the Flagler Avenue Special Parking District to include 212 and 214 Columbus Avenue; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on August 2, 2022, by a vote of 3-2, recommended that the City Commission approve the text amendments; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as more particularly set forth hereinafter.

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

SECTION 1: ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VI Section 604.09 I, Special parking district 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.)**

ARTICLVI. DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS

• • •

604.09. *Off-street parking, loading, and driveways*

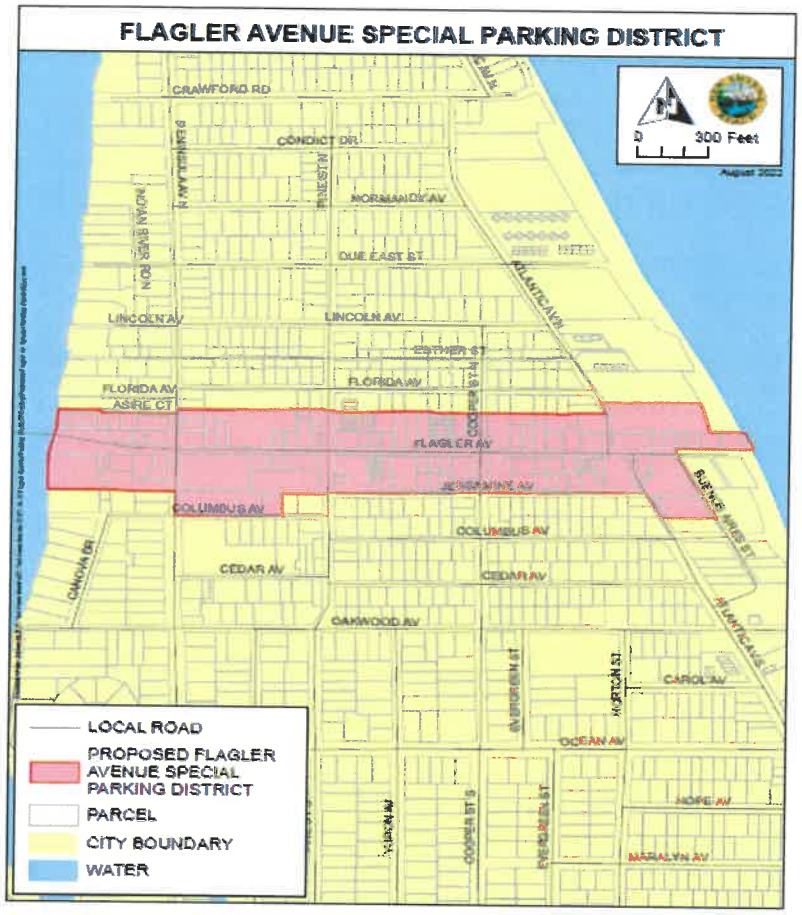
• • •

I. *Special parking district regulations.*

• • •

3. Special parking district supplemental regulations.

• • •



• • •

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 September 13, 2022 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: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/1/2022

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

ORDINANCE NO. 54-22: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD REVISE CHARGES FOR HOUSEHOLD AND COMMERCIAL SOLID WASTE.

September 13, 2022

Background:

The sanitation fund is currently in the negative for the the fiscal year. It will continue to be in the negative as the cost from the hauler has increased but the rate to the customers has not. With this approval of an 11.75% increase for residential and commercial solid waste, it will be able to put the sanitation fund in positive standing for the 22/23 fiscal year. For each homeowner/resident the cost will go from $21.14 per month to $23.62 per month for solid waste.

Along with this ordinance we will be looking to add a CPI increase in September based on the hauler increase from year to year based on their contract (currently capped at 4%/year).

Fiscal Analysis:

22/23 annual budget Sanitation Fund

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

63-17 Refuse and Recyclables Collection.pdf
Ord 54-22 Residential and Commercial Solid Waste Rate Adjustments.pdf

ORDINANCE NO. 63-17

AN ORDINANCE AMENDING ORDINANCE NO. 89-06, SECTIONS 3 AND 4, TO REVISE USER CHARGES FOR THE COLLECTION OF GARBAGE AND HOUSEHOLD TRASH, YARD TRASH, AND HOUSEHOLD RECEPTACLES; COMMERCIAL USER CHARGES FOR COLLECTION OF REFUSE; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has entered into a new five year agreement with Waste Pro USA, Inc. for the collection and disposal of residential and commercial solid waste, vegetative yard waste and bulk waste for the City; and

WHEREAS, the City will experience significant cost increases over the course of the five year agreement; and

WHEREAS, the City's disposal costs ("tipping fees") have also significantly increased over the past ten years due to voluntary annexations, new residential/commercial customers, new construction and increased volume of solid waste and yard waste for disposal; and

WHEREAS, the City has not increased the residential and commercial user charges for this vital service since October 1, 2007.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1: ***Section 3 Amendment.*** That Ordinance No. 89-06, Section 3 is hereby amended as follows**: (Note: Omissions from text are indicated by [...], deletions from text are indicated by strikethrough and additions to text are indicated by underline.)**

SECTION 3: ***Residential User Charges.*** The owner or occupant of any residential unit or structure, which shall include all single-family residences, apartments or multifamily units, condominiums, timeshares, cooperative apartments and mobile and other manufactured homes shall pay the following user charges for the services described below:

Twice a week collection of garbage and household trash and once a week vegetable garden and yard trash and household recyclable collection	~~$18.77~~ ~~$19.22~~ $21.14 monthly

SECTION 2: ***Section 4 Amendment.*** Ordinance No. 89-06, Section 4 is hereby amended as follows:

SECTION 4: ***Commercial User Charges.*** The owner or occupant of any commercial business, industrial or governmental premise which is not classified as residential or excluded under the terms of the refuse contract as determined by the City Manager shall pay the following user charges as described below:

Collection from Mechanical Containers (Dumpsters) per cubic yard, per pick up per week including container rental (no recycling)	~~$7.75~~ $8.52
~~90 gallon toter twice a week including toter rental (no recycling)~~	~~$31.20 monthly (first toter)~~ ~~$11.43 monthly (second toter)~~

90 gallon toter twice a week including toter rental (no recycling)	~~$31.95~~	$35.15 monthly
ADD'L toter twice a week (no recycling	~~$43.66~~	$48.03 monthly
2 add'l toter twice a week (no recycling)	~~$55.37~~	$60.91 monthly
Front Load 2 YD twice a week (no recycling)	~~$134.18~~	$147.60 monthly
Front Load 2 YD three times a week (no recycling)	~~$201.28~~	$221.41 monthly
Front Load 2 YD four times a week (no recycling)	~~$268.37~~	$295.21 monthly
Front Load 2 YD five times a week (no recycling)	~~$335.46~~	$369.01 monthly
Front Load 2 YD six times a week (no recycling)	~~$402.55~~	$442.81 monthly
Front Load 4 YD twice a week (no recycling)	~~$268.37~~	$295.21 monthly
Front Load 4 YD three times a week (no recycling)	~~$402.55~~	$442.81 monthly
Front Load 4 YD four times a week (no recycling)	~~$536.74~~	$590.41 monthly
Front Load 4 YD five times a week (no recycling)	~~$670.92~~	$738.01 monthly
Front Load 4 YD six times a week (no recycling)	~~$805.11~~	$885.62 monthly

Front Load 6 YD twice a week (no recycling)	~~$402.55~~	$442.81 monthly
Front Load 6 YD three times a week (no recycling)	~~$603.83~~	$664.21 monthly
Front Load 6 YD four times a week (no recycling)	~~$805.11~~	$885.62 monthly
Front Load 6 YD five times a week (no recycling)	~~$1,006.39~~	$1,107.03 monthly
Front Load 6 YD six times a week (no recycling)	~~$1,207.66~~	$1,328.43 monthly
Front Load 8 YD twice a week (no recycling)	~~$536.74~~	$590.41 monthly
Front Load 8 YD three times a week (no recycling)	~~$805.11~~	$885.62 monthly
Front Load 8 YD four times a week (no recycling)	~~$1,073.48~~	$1,180.83 monthly
Front Load 8 YD five times a week (no recycling)	~~$1,341.85~~	$1,476.04 monthly
Front Load 8 YD six times a week (no recycling)	~~$1,610.22~~	$1,771.24 monthly

SECTION 3: ***Effective Dates of Rates.*** The rates in Sections 1 and 2 above shall apply to all bills dated October 1, 2017, and thereafter.

SECTION 4: The rates in Sections 1 and 2 above shall not be adjusted October 1, 2018, 2019, and 2020.

SECTION 5: ***Public Hearing.*** That public hearings considering the adoption of this ordinance held August 22, 2017, in the City Commission Chambers at City Hall, 210 Sams Avenue (south entrance on Julia Street), New Smyrna Beach, Florida, after notice is found to comply with §166.041(3)(a) F.S.

SECTION 6: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 7: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 8: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

FRANK B. GUMMEY, III
City Attorney

DATE: 7/26/17

Ordinance No. 63-17 of the City of New Smyrna Beach, Florida, was introduced before the City Commission at its Regular Meeting August 8, 2017, and read by title only. Motion was made by Commissioner McGuirk, approve the Ordinance on first reading, and seconded by Commissioner Reiker, the vote thereon being as follows:

VICE MAYOR JACOB D. SACHS	Yes
MAYOR JAMES W. HATHAWAY	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER RANDY HARTMAN	Yes
COMMISSIONER JUDY REIKER	Yes

Ordinance No. 63-17 was read by title only at the Regular Meeting held by the City Commission on August 22, 2017, Motion was made by Commissioner McGuirk, and seconded by Commissioner Hartman, that Ordinance No. 63-17 be adopted on second and final reading, the vote thereon being as follows:

COMMISSIONER RANDY HARTMAN	Yes
COMMISSIONER JUDY REIKER	Yes
VICE MAYOR JACOB D. SACHS	Yes
MAYOR JAMES W. HATHAWAY	Yes
COMMISSIONER JASON MCGUIRK	Yes

The City Clerk noted the passage of Ordinance No. 63-17 in the minutes of this meeting by its title only and recorded the same in full in the Ordinance Records of the City.

The Mayor of the City of New Smyrna Beach has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity as required by law.

(OFFICIAL SEAL)

As City Clerk of the City of New Smyrna Beach, Florida

As Mayor of the City of New Smyrna Beach, Florida

ORDINANCE NO. 63-17

ORDINANCE NO. 54-22

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING ORDINANCE NO. 63-17, TO REVISE USER CHARGES FOR THE COLLECTION OF GARBAGE AND HOUSEHOLD TRASH, YARD TRASH, AND HOUSEHOLD RECEPTACLES; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a contractual agreement with Waste Pro USA, Inc. for the collection and disposal of residential and commercial solid waste, vegetative yard waste and bulk waste for the City; and

WHEREAS, the City has experienced significant cost increases over the past several years for this service; and

WHEREAS, the City's disposal costs ("tipping fees") have also significantly increased over the past several years due to voluntary annexations, new residential/commercial customers, new construction and increased volume of solid waste and yard waste for disposal; and

WHEREAS, the City has not increased the residential and commercial user charges for this vital service since October 1, 2017; and

WHEREAS, the City needs to increase the customer share cost over the coming years to reach a break even point.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1: That Ordinance No. 63-17, Section 1, amending Section 3 of Ordinance of 89-06, is hereby amended as follows*:* **(Note: Omissions from text are indicated by [...], deletions from text are indicated by strikethrough and additions to text are indicated by underline.)**

SECTION 3: ***Residential User Charges.*** The owner or occupant of any residential unit or structure, which shall include all single-family residences, apartments or multifamily units, condominiums, timeshares, cooperative apartments and mobile and other manufactured homes shall pay the following user charges for the services described below:

Twice a week collection of garbage and household trash and once a week vegetable garden and yard trash and household recyclable collection	~~$21.14~~ $23.62 monthly

SECTION 2: That Ordinance No. 63-17, Section 2, amending Section 4 of Ordinance 89-06, is hereby amended as follows:

SECTION 4: ***Commercial User Charges.*** The owner or occupant of any commercial business, industrial or governmental premise which is not classified as residential or excluded under the terms of the refuse contract as determined by the City Manager shall pay the following user charges as described below:

Collection from Mechanical Containers (Dumpsters) per cubic yard, per pick up per week including container rental (no recycling)	~~$8.52~~ $9.52
90 gallon toter twice a week including toter rental (no recycling)	~~$35.15~~ $39.28 monthly
ADD'L toter twice a week (no recycling)	~~$48.03~~ $53.67monthly
2 add'l toter twice a week (no recycling)	~~$60.91~~ $68.07 monthly
Front Load 2 YD twice a week (no recycling)	~~$147.60~~ $164.94 monthly
Front Load 2 YD three times a week (no recycling)	~~$221.41~~ $247.43 monthly
Front Load 2 YD four times a week (no recycling)	~~$295.21~~ $329.90 monthly
Front Load 2 YD five times a week (no recycling)	~~$369.01~~ $412.37 monthly

Front Load 2 YD six times a week (no recycling)	~~$442.81~~ $494.84 monthly
Front Load 4 YD twice a week (no recycling)	~~$295.21~~ $329.90 monthly
Front Load 4 YD three times a week (no recycling)	~~$442.81~~ $494.84 monthly
Front Load 4 YD four times a week (no recycling)	~~$590.41~~ $659.78 monthly
Front Load 4 YD five times a week (no recycling)	~~$738.01~~ $824.73 monthly
Front Load 4 YD six times a week (no recycling)	~~$885.62~~ $989.68 monthly
Front Load 6 YD twice a week (no recycling)	~~$442.81~~ $494.84 monthly
Front Load 6 YD three times a week (no recycling)	~~$664.21~~ $742.25 monthly
Front Load 6 YD four times a week (no recycling)	~~$885.62~~ $989.68 monthly
Front Load 6 YD five times a week (no recycling)	~~$1,107.03~~ $1,237.11 monthly
Front Load 6 YD six times a week (no recycling)	~~$1,328.43~~ $1,484.52 monthly
Front Load 8 YD twice a week (no recycling)	~~$590.41~~ $659.78 monthly
Front Load 8 YD three times a week (no recycling)	~~$885.62~~ $989.68 monthly
Front Load 8 YD four times a week (no recycling)	~~$1,180.83~~ $1,319.58 monthly

Front Load 8 YD five times a week (no recycling)	~~$1,476.04~~ $1,649.47 monthly
Front Load 8 YD six times a week (no recycling)	~~$1,771.24~~ $1,979.36 monthly

SECTION 3: ***Effective Dates of Rates.*** The rates in Sections 1 and 2 above shall apply to all bills dated October 1, 2022, and thereafter.

SECTION 4: ***Public Hearing.*** That public hearing considering the adoption of this ordinance held September 13, 2022 in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, Florida, after notice is found to comply with §166.041(3)(a) F.S.

SECTION 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 6: ***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: 8/17/2022

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 55-22: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD ANNEX APPROXIMATELY 0.27 ACRES OF LAND LOCATED ON BOLTON ROAD.

September 13, 2022

Background:

Applicant and Property Owner: Andrew T. and Teralee M. West, 2250 Paige Avenue, New Smyrna Beach, Florida 32168

Request: Voluntary annexation:

- **From:** Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 0.27 acres
- **Location:** West side of Bolton Road between Pine Island Drive and Live Oak Drive.

Tax I.D. Number: 7343-06-00-0843

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. An amended agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Bolton Road is currently un-developed. 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, (FLU) and zoning designations that would be as similar as possible to existing County designations. The existing County FLU designation is Urban Low Intensity. The existing County zoning designation is R-1, Urban Single-Family Residential. The proposed City FLU designation is Low Density Residential. The proposed City zoning designation is R-1CO, Urban Single-Family Residential.

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 Bolton Road has a twelve (12) inch PVC water line in the Bolton Road right-of-way, but currently sewer service and reclaim water 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 Bolton Road is un-developed with no increased density is proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

A map showing the subject property incorporated into Commission Zone 4 is attached as **Exhibit F**. The Interlocal Service Boundary Agreement, (ISBA) map is attached as **Exhibit G**. The legal description and deed are attached as **Exhibits H** & **I**. A Survey is attached as **Exhibit J**.

The *Comprehensive Plan* provides guidance on annexations, future land use amendments, and re-zonings. The following is a list of objectives in the *Comprehensive Plan* that support this proposal:

Future Land Use Element Goal 2, Objective 3

Future Land Use Element Goal 2, Objective 4
Future Land Use Element Goal 2, Objective 7
Future Land Use Element Goal 5, Objective 3

Recommendation

At its regular scheduled meeting on August 1, 2022 the Planning and Zoning Board voted, 5-0, to give the City Commission a positive recommendation to **approve** the annexation application.

Staff recommends the City Commission **approve** the requested annexation application.

Fiscal Analysis:
N/A

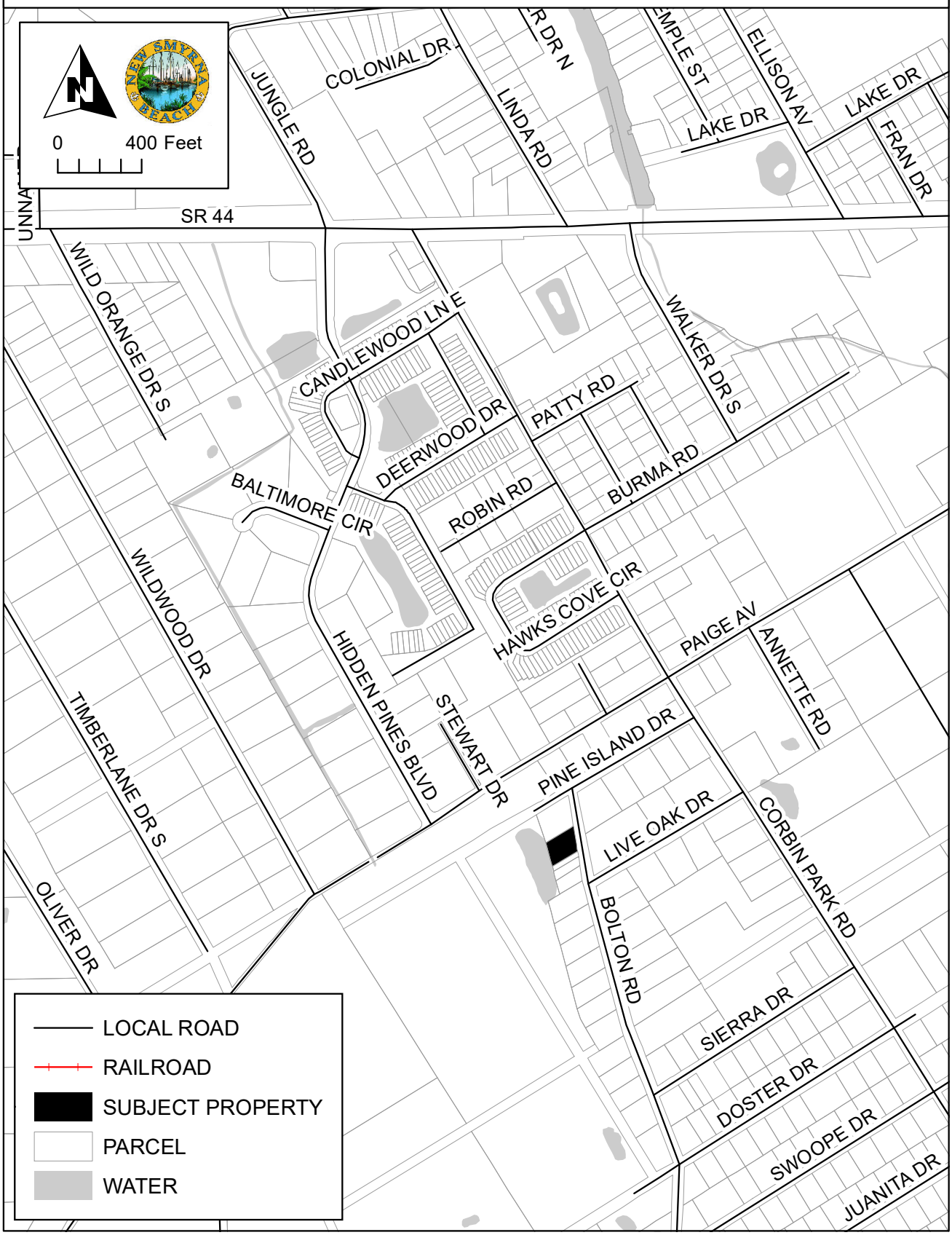
Strategic Plan Item:
Yes

Staff Report Created By: Kelly McQuillen - City Clerk

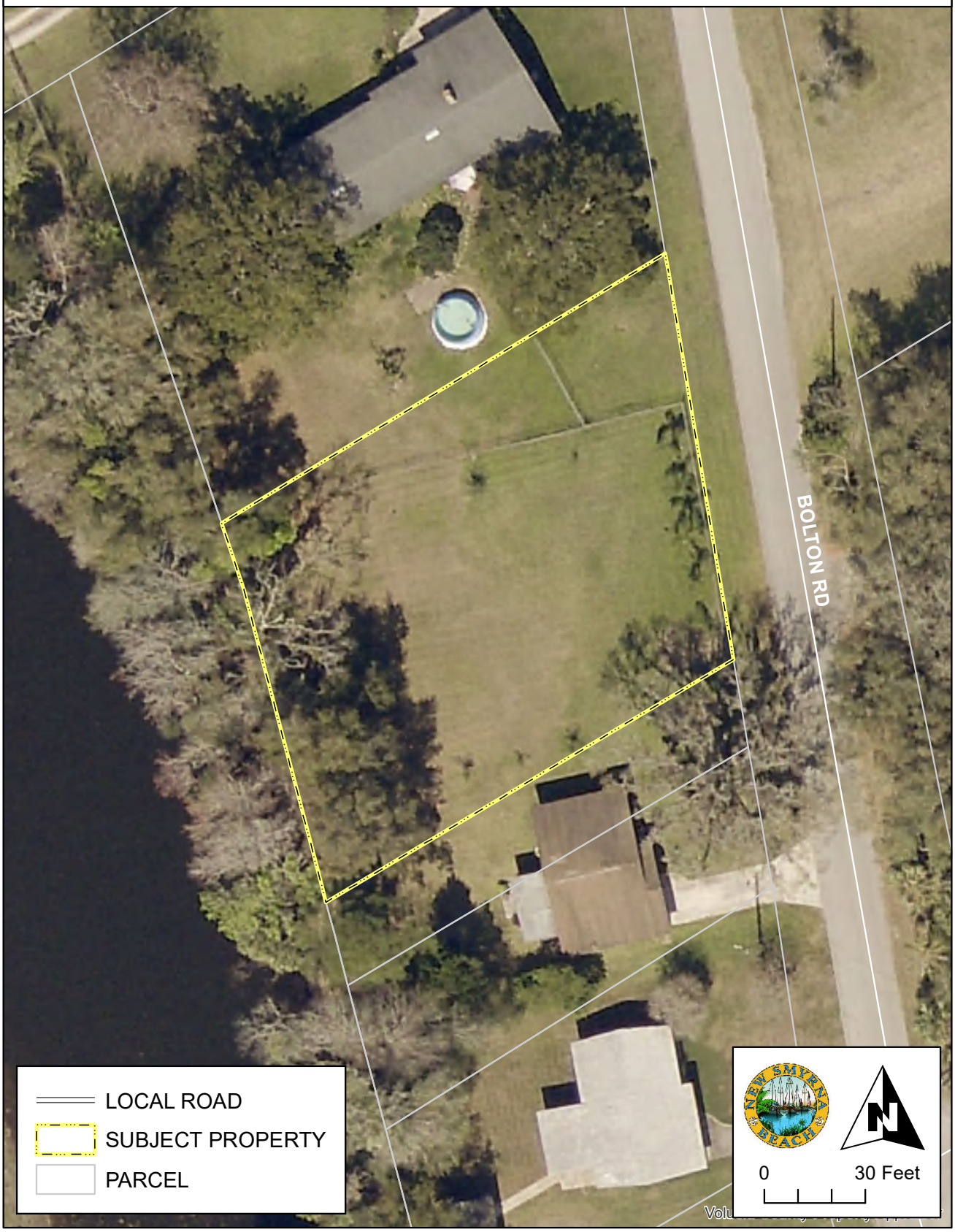
Attachments:

A-0009-2022 Exhibit A Location Map.pdf
A-0009-2022 Exhibit B Aerial Map.pdf
A-0009-2022 Exhibit C Existing Land Use.pdf
A-0009-2022 Exhibit D Water and Sewer Service Area.pdf
A-0009-2022 Exhibit E Soil Limitation for Septic Systems.pdf
A-0009-2022 Exhibit F Commission Zones.pdf
A-0009-2022 Exhibit G Interlocal Service Boundary Agreement.pdf
A-0009-2022 Exhibit H Legal Description.pdf
A-0009-2022 Exhibit I DEED.pdf
A-0009-2022 Exhibit J Survey.pdf
Ord 55-22 Annexation Bolton Rd.pdf

A-9-22: BOLTON ROAD
PARCEL: 7343-06-00-0843 LOCATION MAP

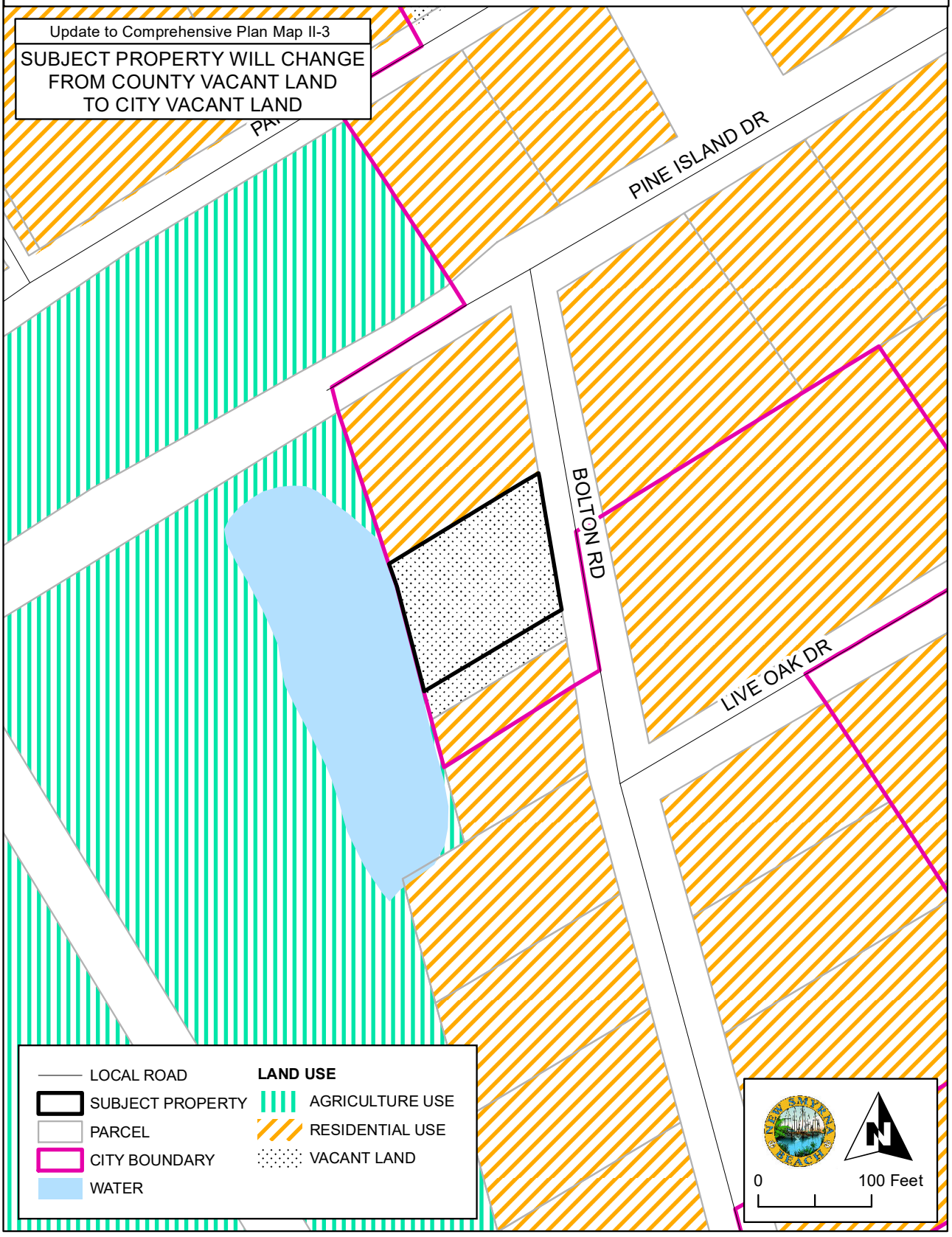


A-9-22: BOLTON ROAD
PARCEL: 7343-06-00-0843 AERIAL MAP



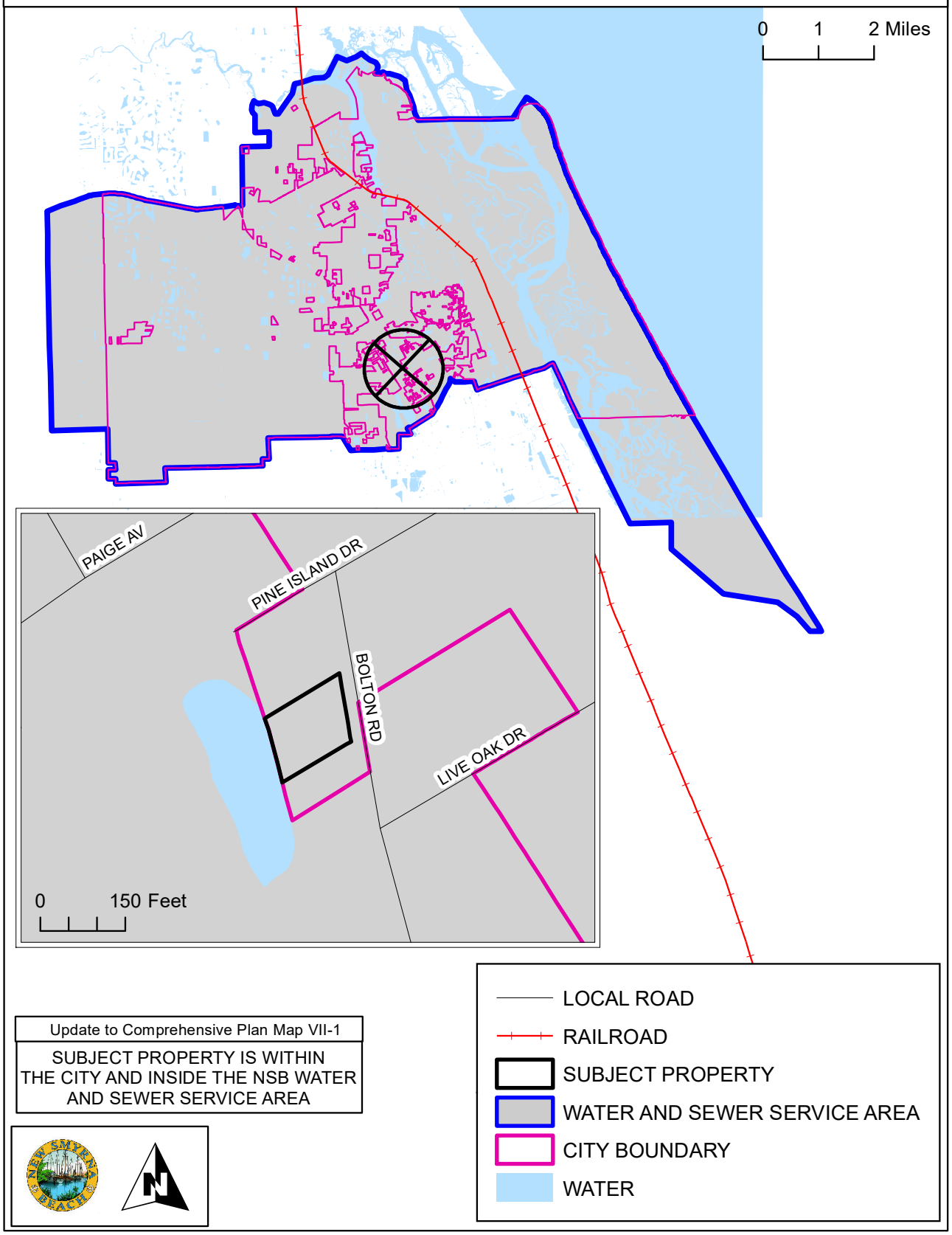
EXISTING LAND USE DESIGNATIONS

A-9-22



WATER AND SEWER SERVICE AREA

A-9-22

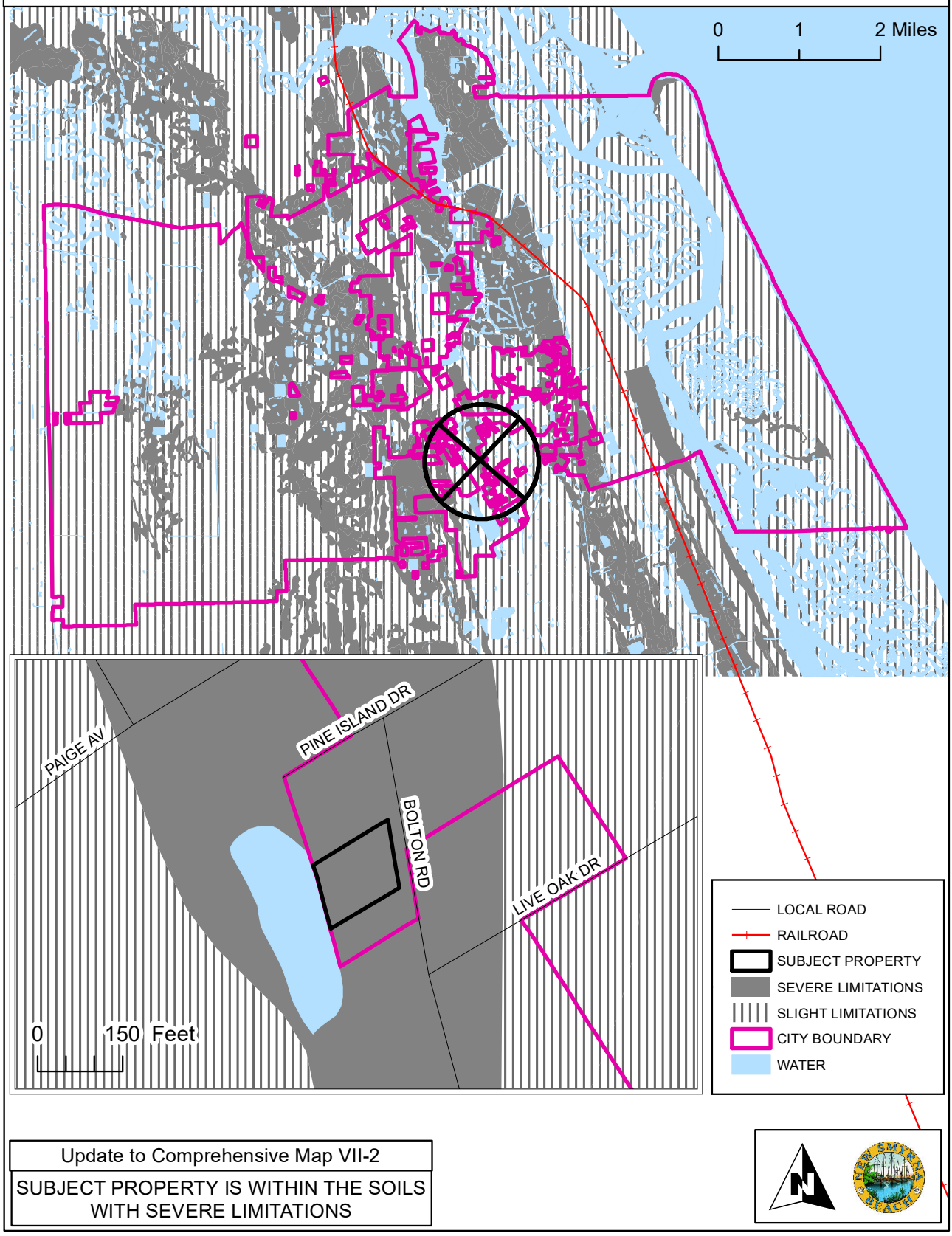


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-9-22

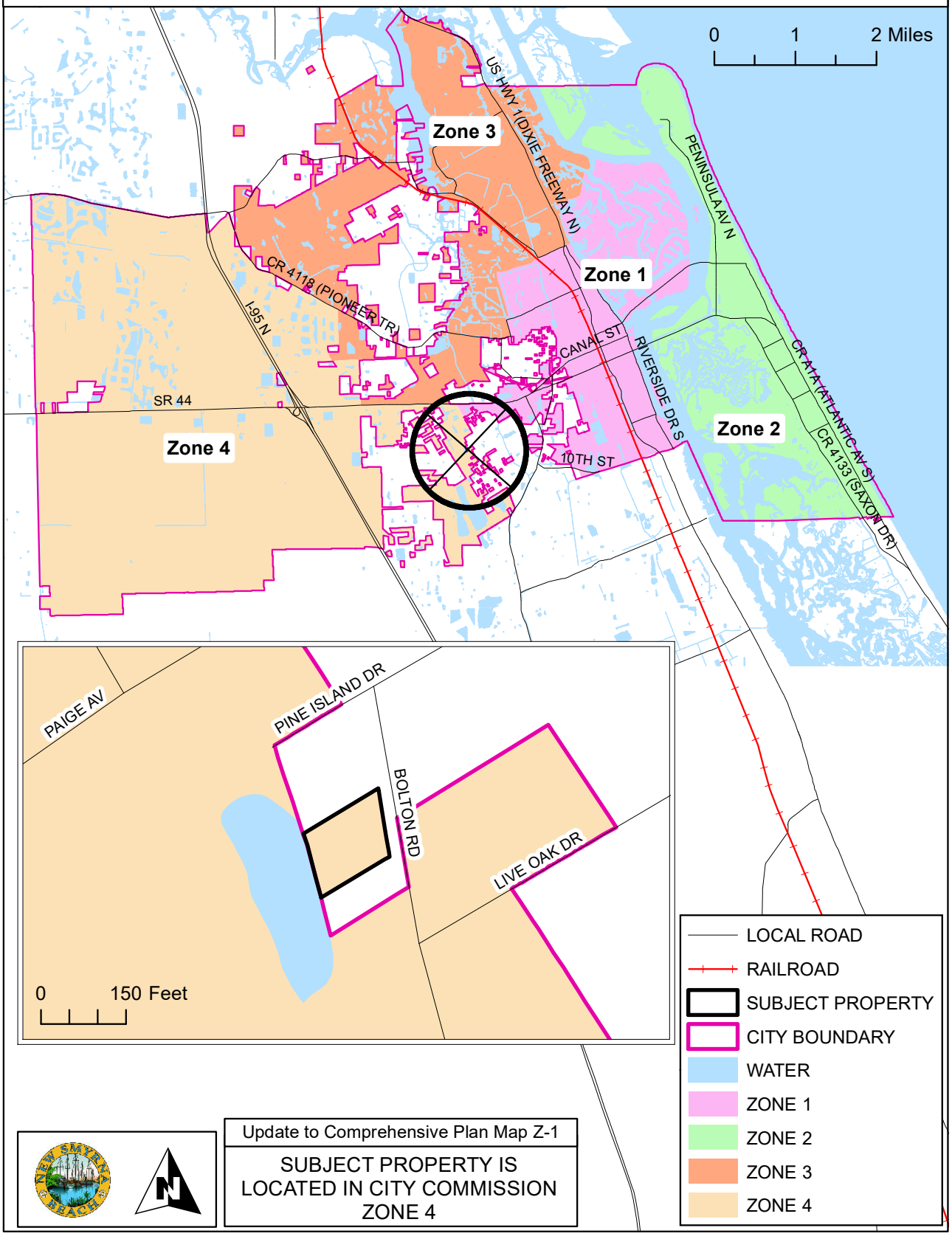


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

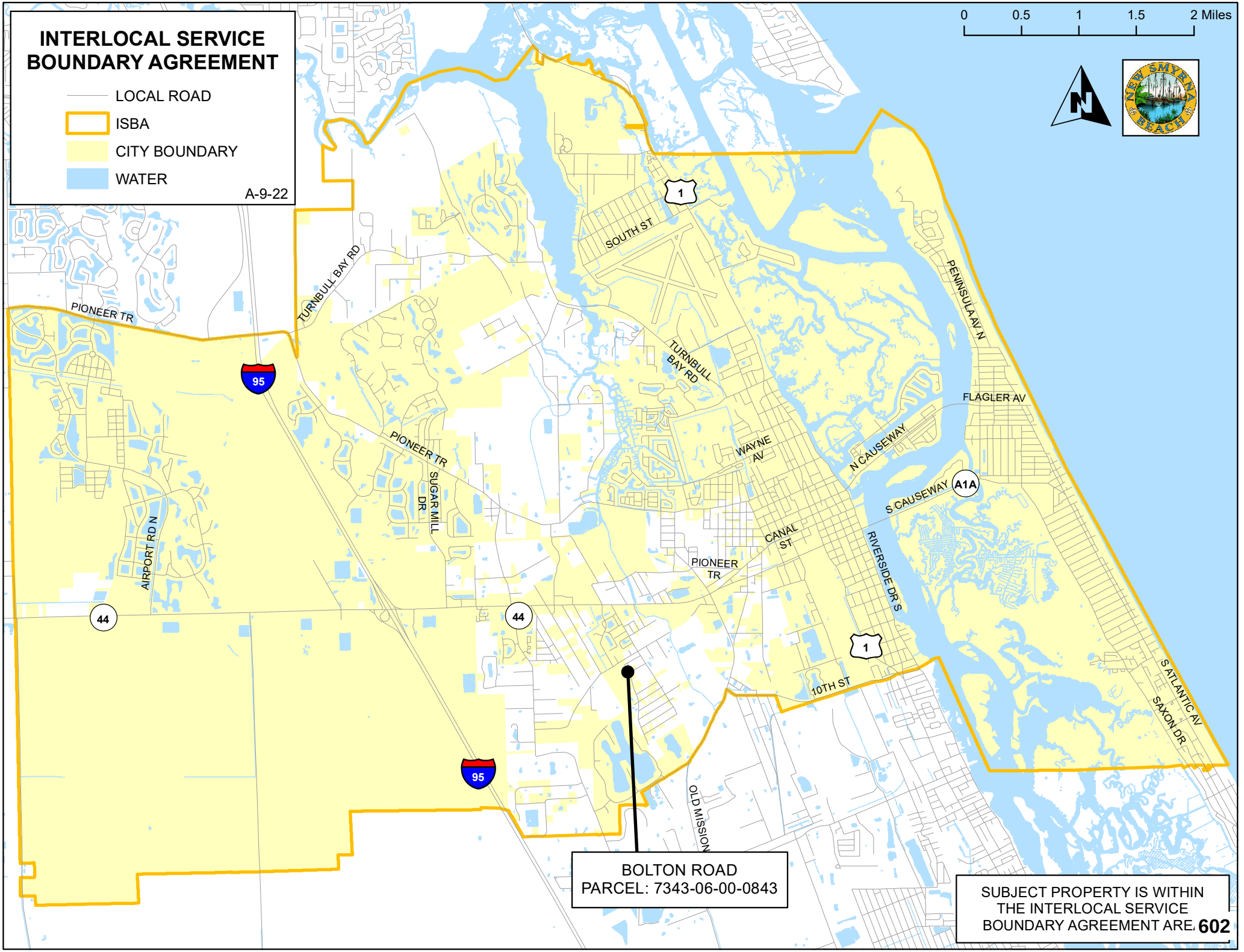
COMMISSION ZONES

A-9-22



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-9-22
0 0.5 1 1.5 2 Miles
N
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION
95
44
1
BOLTON ROAD
PARCEL: 7343-06-00-0843
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
602

Address

Bolton Road

Parcel Number

7343-06-00-0843

AltKey

5662993

Metes and Bounds, per Michael L. Brewer, Attorney at Law

A parcel of Land in Lot 84, Block 27, Subdivision of the Napier and Hull Grant, according to map thereof recorded in Deed Book m, Page 688 of the Public Records of Volusia County, Florida, described as follows: As a point of reference commence at the Southeast corner of Lot 41, Corbin Park Unit No. 1, as recorded in Map Book 8, Page 275 of the Public Records of Volusia County, Florida; thence North 7°50'00" West along the Westerly line of Bolton Road, a 50 foot Right-of-Way as now laid out and shown on said Corbin Park Subdivision, a distance of 136.15 feet for the Point of Beginning; thence South 82°10'00" West, a distance of 120.50 feet; thence North 22°08'03" West, a distance of 84.59 feet; thence North 78°00'00" East, a distance of 141.77 feet to the said Westerly line of Bolton Road; thence South 07°50'00" East along said westerly line, a distance of 92.27 feet to the Point of Beginning.

03/17/2006 01:24 PM
Doc stamps 168.00
(Transfer Amt $ 24000)
Instrument# 2006-066190 # 1
Book: 5788
Page: 1697

THIS INSTRUMENT PREPARED BY:
Michael L. Brewer
Attorney at Law
500 Canal Street
New Smyrna Beach, FL 32168

WARRANTY DEED

(Statutory form - Section 689.02 F.S.)

(Recording Information)

THIS INDENTURE made this 2nd day of March, 2006 BETWEEN

ELAINE PATRICIA GENEST, a single woman,

of the County of Volusia, State of Florida, grantor, and

ANDREW T. WEST and TERALEE M. WEST, his and wife,

whose mailing address is 2229 Pine Island Drive, New Smyrna Beach, Florida 32168, grantees,

WITNESSETH, that said grantor, for and in consideration of the sum of $10.00 and other good and valuable considerations to said grantor 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:

A parcel of land in Lot 84, Block 27, Subdivision of the Napier and Hull Grant, according to map thereof recorded in Deed Book M, Page 688 of the Public Records of Volusia County, Florida, described as follows: As a point of reference commence at the Southeast corner of Lot 41, Corbin Park Unit No. 1, as recorded in Map Book 8, Page 275 of the Public Records of Volusia County, Florida; thence North 7°50'00" West along the Westerly line of Bolton Road, a 50 foot Right-of-Way as now laid out and shown on said Corbin Park Subdivision, a distance of 136.15 feet for the Point of Beginning; thence South 82°10'00" West, a distance of 120.50 feet; thence North 22°08'03" West, a distance of 84.59 feet; thence North 78°00'00" East, a distance of 141.77 feet to the said Westerly line of Bolton Road; thence South 07°50'00" East along said Westerly line, a distance of 92.27 feet to the Point of Beginning.

The Volusia County Property Appraiser's parcel identification number is 7343-06-00-0843

SUBJECT TO: Easements, reservations and restrictions of record, if any, the mention hereof does not seek to reimpose same;

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Instrument# 2006-000150 # 2
Book: 5788
Page: 1698
Diane M. Matousek
Volusia County, Clerk of Court

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness Signature
Printed Name: Michael L. Brewer

Witness Signature
Printed Name: Ella M. Ledger-Adle

ELAINE PATRICIA GENEST
764 Bolton Road
New Smyrna Beach, FL 32168

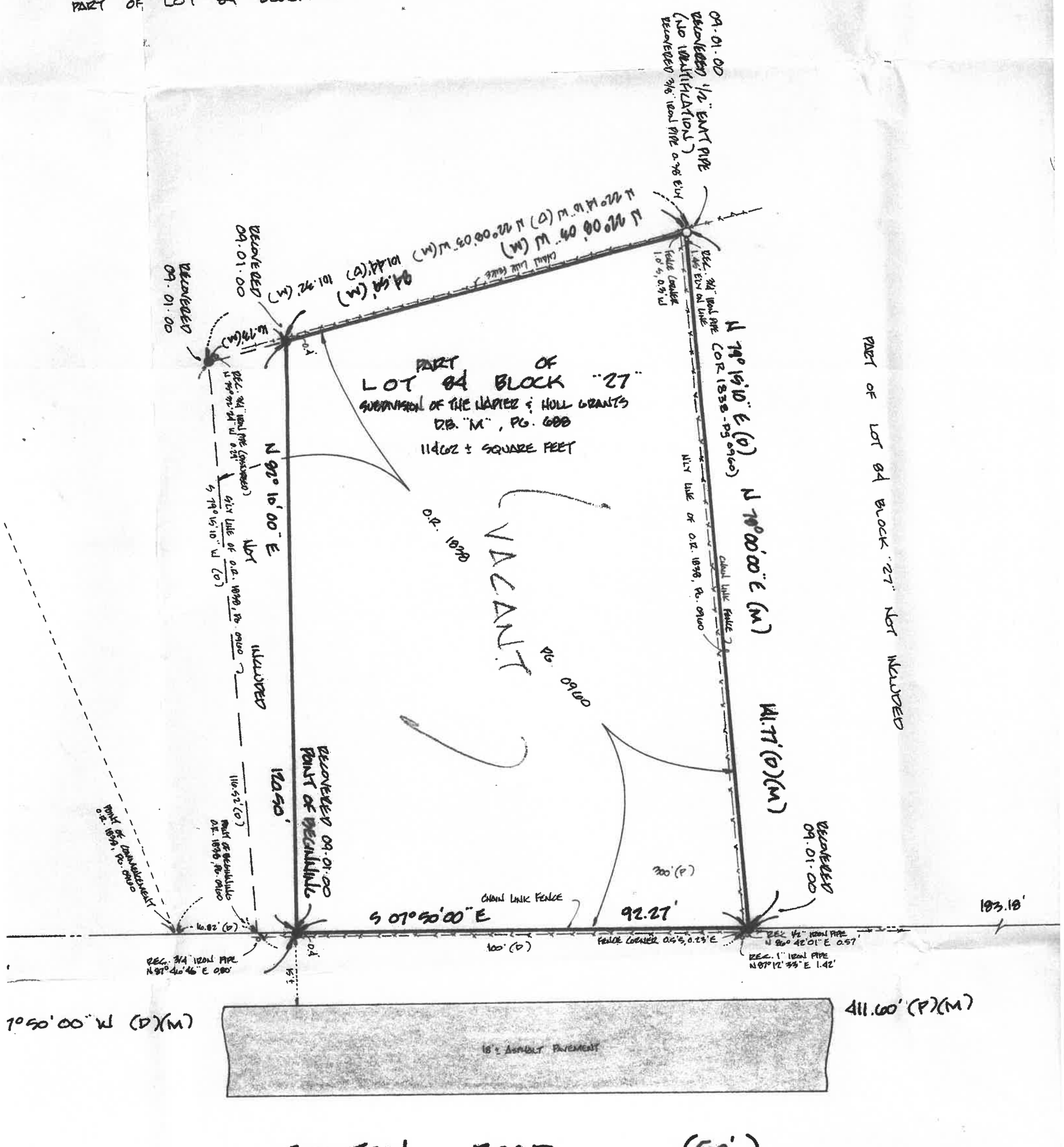
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2nd day of March, 2006, by ELAINE PATRICIA GENEST.

Michelle L. VanLancker
Commission # DD471649
Expires October 31, 2009
Bonded Troy Fain Insurance, Inc 800-385-7019

Michelle L VanLancker (SEAL)
Notary Public, State of Florida
My commission expires:
[ ] Personally Known OR
[ ] Produced Identification
Type: _____

PART OF LOT 84 BLOCK "27" NOT INCLUDED



PART OF LOT 84 BLOCK "27" NOT INCLUDED

ORDINANCE NO. 55-22

AN ORDINANCE ANNEXING INTO THE CITY OF NEW SMYRNA BEACH 0.27± ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF BOLTON ROAD, BETWEEN PINE ISLAND DRIVE AND LIVE OAK DRIVE; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 4; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Andrew T. and Teralee M. West, 2250 Paige Avenue, New Smyrna Beach, Florida 32168, applicants and property owners, have requested the annexation of 0.27± acres of property located on the west side of Bolton Road, between Pine Island Drive and Live Oak Drive; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on August 1, 2022, by a vote of 5-0, 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 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 are 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 4. New Smyrna Beach Charter, §199, Zone Boundary.

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 September 13, 2022 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: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 9: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/16/2022

EXHIBIT "A"

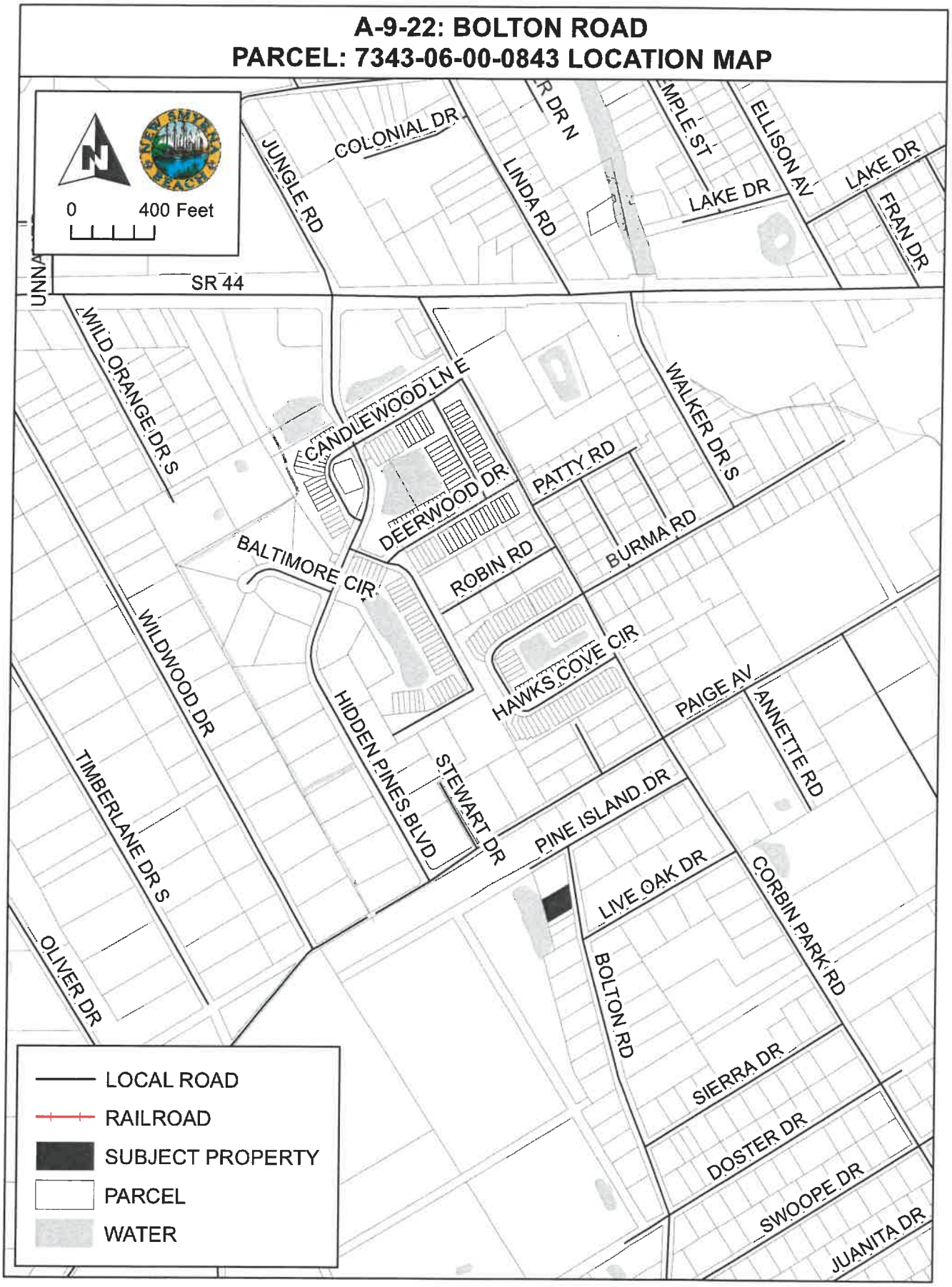

A-9-22: BOLTON ROAD
PARCEL: 7343-06-00-0843 LOCATION MAP
0
400 Feet
JUNGLE RD
COLONIAL DR
LINDA RD
LAKE DR
ELLISON AV
FRAN DR
SR 44
WILD ORANGE DR S
CANDLEWOOD LN E
DEERWOOD DR
PATTY RD
WALKER DR S
BALTIMORE CIR
ROBIN RD
BURMA RD
WILDWOOD DR
HAWKS COVE CIR
PAIGE AV
ANNETTE RD
HIDDEN PINES BLVD
STEWART DR
PINE ISLAND DR
TIMBERLANE DR S
LIVE OAK DR
CORBIN PARK RD
OLIVER DR
BOLTON RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
WATER

EXHIBIT "A"

Address

Bolton Road

Parcel Number

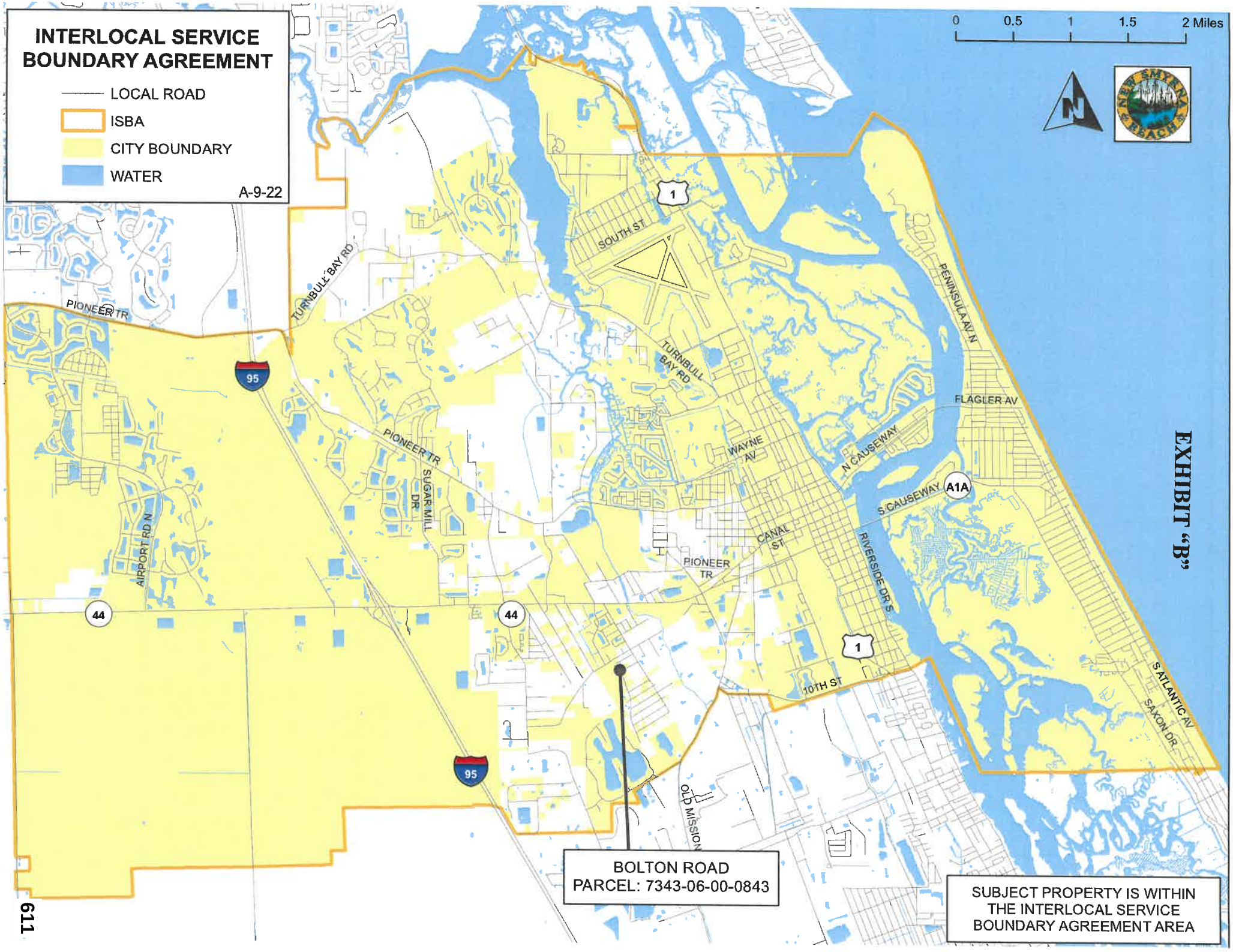
7343-06-00-0843

AltKey

5662993

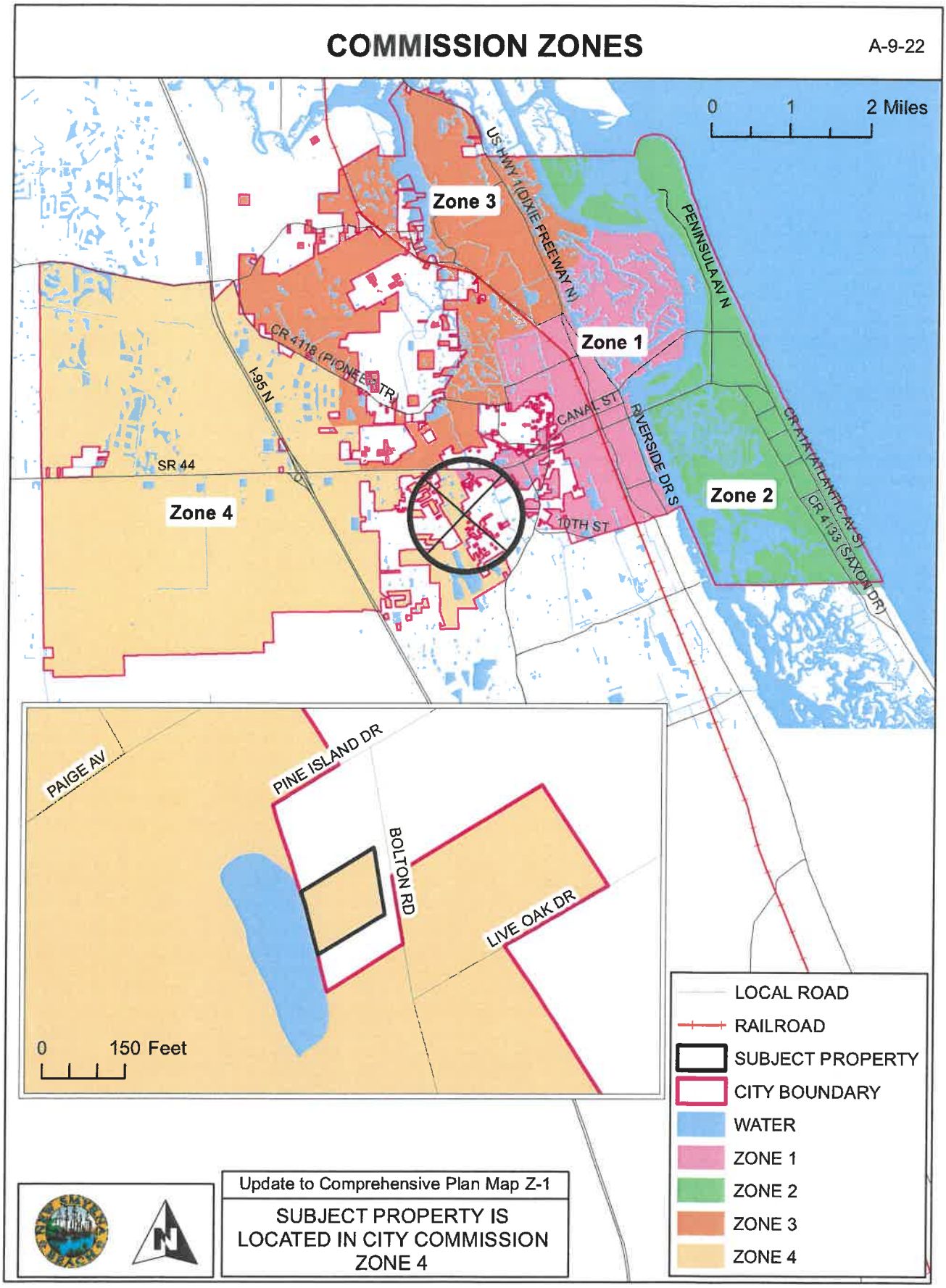
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INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-9-22
0 0.5 1 1.5 2 Miles
EXHIBIT "B"
BOLTON ROAD
PARCEL: 7343-06-00-0843
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION
95
44
1

611

EXHIBIT "C"


COMMISSION ZONES
A-9-22
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)
PAIGE AV
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0 150 Feet
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 4

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 56-22: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD CREATE A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT CHANGING THE FUTURE LAND USE FROM VOLUSIA COUNTY FUTURE LAND USE DESIGNATION OF URBAN LOW INTENSITY TO CITY FUTURE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL ON A PROPERTY LOCATED ON BOLTON ROAD AS PART OF AN OVERALL ANNEXATION APPLICATION.

September 13, 2022

Background:

Applicant and Property Owner: Andrew T. and Teralee M. West, 2250 Paige Avenue, New Smyrna Beach, Florida 32168

Request: Small Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) designation of Urban Low Intensity.
- **To:** City Future land Use designation of Low Density Residential.

Site Information:

- **Size:** 0.27 acres
- **Location:** West side of Bolton Road between Pine Island Drive and Live Oak Drive.

Tax I.D. Number: 7343-06-00-0843

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. An amended agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Bolton Road is currently un-developed. 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) of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use designation for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E.**

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. As discussed above, the existing County FLU designation is Urban Low Intensity. The existing County zoning designation is R-1, Urban Single-Family. The proposed City FLU designation is Low Density Residential. The proposed City zoning designation is R-1CO, Urban Single-Family Residential. A text description of the proposed City Medium Density Residential designation 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 Bolton Road has a twelve (12) inch PVC water line in the Bolton Road right-of-way, but currently sewer service and reclaim water 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 Bolton Road is un-developed with no increased density is proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 4 is attached as **Exhibit W**. The Interlocal Service Boundary Agreement, (ISBA) map is attached as **Exhibit X**. The legal description and deed are attached as **Exhibits Y** & **Z**. A Survey is attached as **Exhibit AA**.

The *Comprehensive Plan* provides guidance on annexations, future land use amendments, and re-zonings. The following is a list of objectives in the *Comprehensive Plan* that support this proposal:

Future Land Use Element Goal 2, Objective 3
Future Land Use Element Goal 2, Objective 4
Future Land Use Element Goal 2, Objective 7
Future Land Use Element Goal 5, Objective 3

Recommendation

At its regular scheduled meeting on August 1, 2022 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 designation to City Low Density Residential as part of an overall annexation application.

Staff recommends the City Commission to **approve** the requested Small Scale amendment to the *Comprehensive Plan Future Land Use Map* to City Low Density Residential as part of an overall annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
Yes

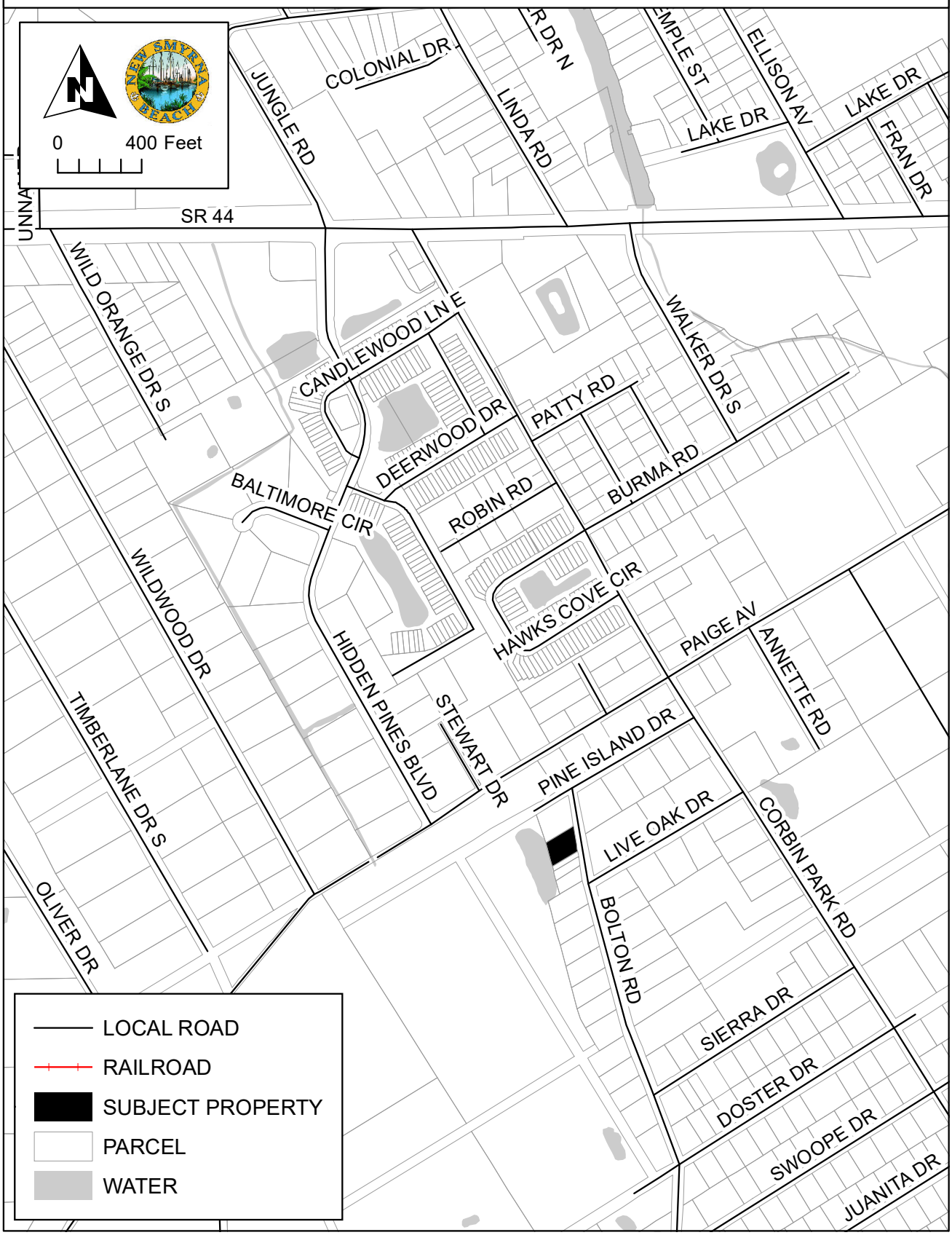
Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

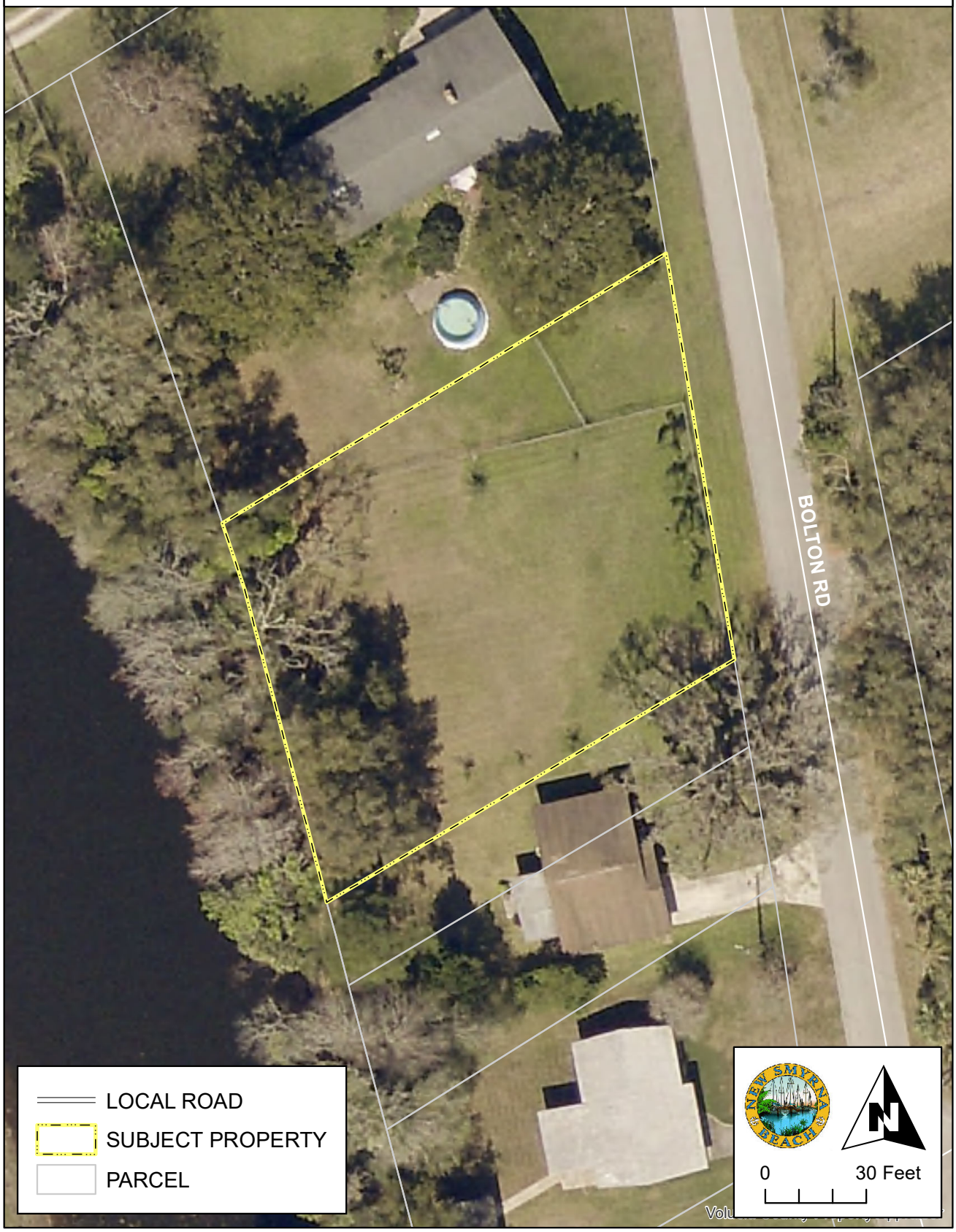
A-0009-2022 Exhibit A Location Map.pdf
A-0009-2022 Exhibit B Aerial Map.pdf
A-0009-2022 Exhibit C Existing FLU Map.pdf
A-0009-2022 Exhibit D County Urban Low Intensity FLU Text.pdf
A-0009-2022 Exhibit E Existing Land Use Map.pdf
A-0009-2022 Exhibit F City Low-Density Residential FLU Text.pdf
A-0009-2022 Exhibit G Proposed FLU Map.pdf
A-0009-2022 Exhibit H Water and Sewer Service Area Map.pdf
A-0009-2022 Exhibit I Soil Limitation for Septic Systems Map.pdf
A-0009-2022 Exhibit J Airport Runway Protection Zones Map.pdf
A-0009-2022 Exhibit K Bicycle and Pedestrian Facilities Map.pdf
A-0009-2022 Exhibit L Boat Slip Siting Map.pdf
A-0009-2022 Exhibit M City Parks Map.pdf
A-0009-2022 Exhibit N Coastal High Hazard Areas Map.pdf
A-0009-2022 Exhibit O Evacuation Routes Map.pdf
A-0009-2022 Exhibit P Existing Traffic Lanes - 2009 Map.pdf
A-0009-2022 Exhibit Q Number of Traffic Lanes - 2025 Map.pdf
A-0009-2022 Exhibit R Existing Level of Service - 2009 Map.pdf

A-0009-2022 Exhibit S Level of Service - 2025 Map.pdf
A-0009-2022 Exhibit T Flood Prone Areas Map.pdf
A-0009-2022 Exhibit U Neighborhood.pdf
A-0009-2022 Exhibit V Public Transit Routes.pdf
A-0009-2022 Exhibit W Commission Zones Map.pdf
A-0009-2022 Exhibit X Interlocal Service Boundary Agreement Map.pdf
A-0009-2022 Exhibit Y Legal Description.pdf
A-0009-2022 Exhibit Z Deed.pdf
A-0009-2022 Exhibit AA Survey.pdf
Ord 56-22 Small Scale Bolton Rd.pdf

A-9-22: BOLTON ROAD
PARCEL: 7343-06-00-0843 LOCATION MAP

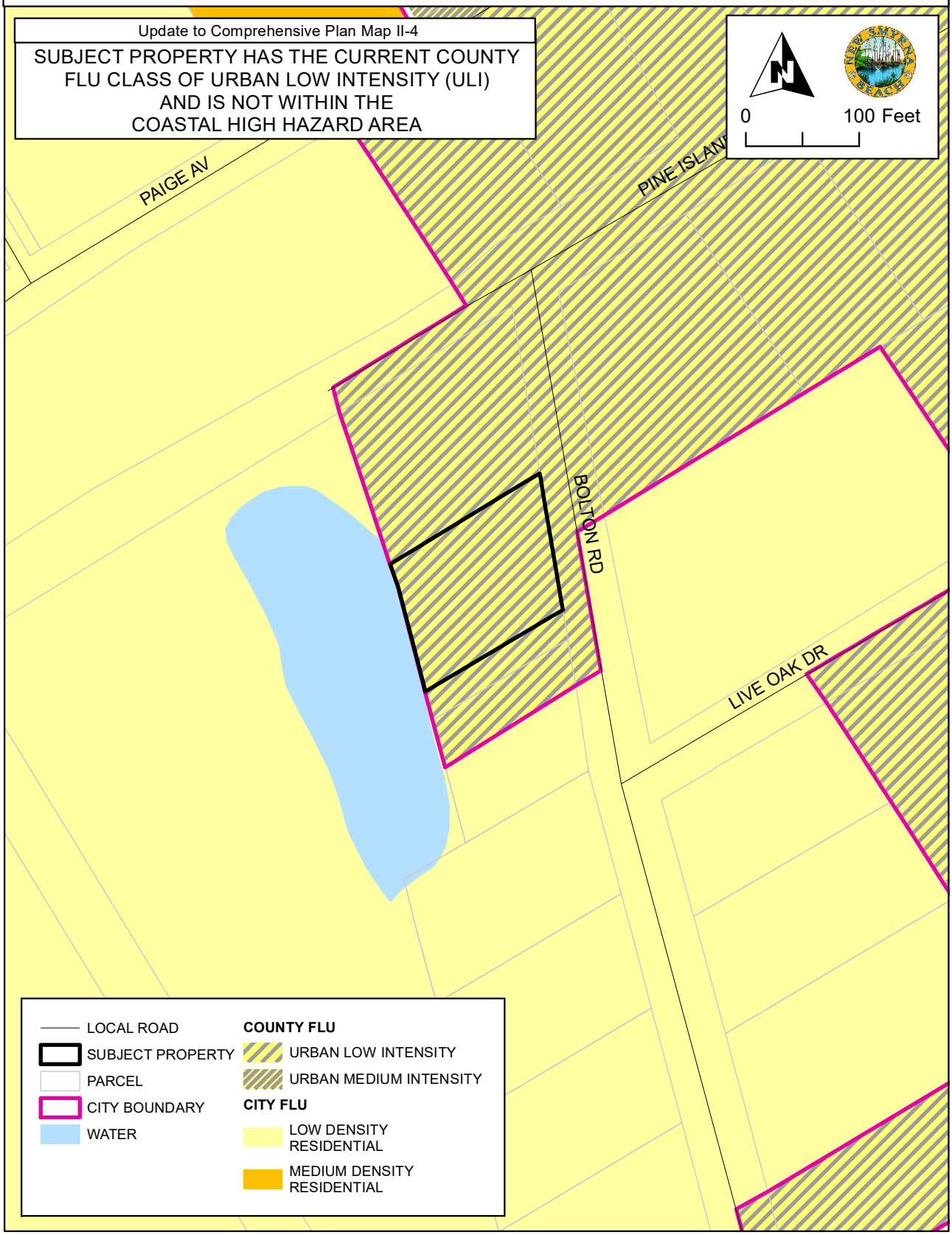


A-9-22: BOLTON ROAD
PARCEL: 7343-06-00-0843 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-9-22



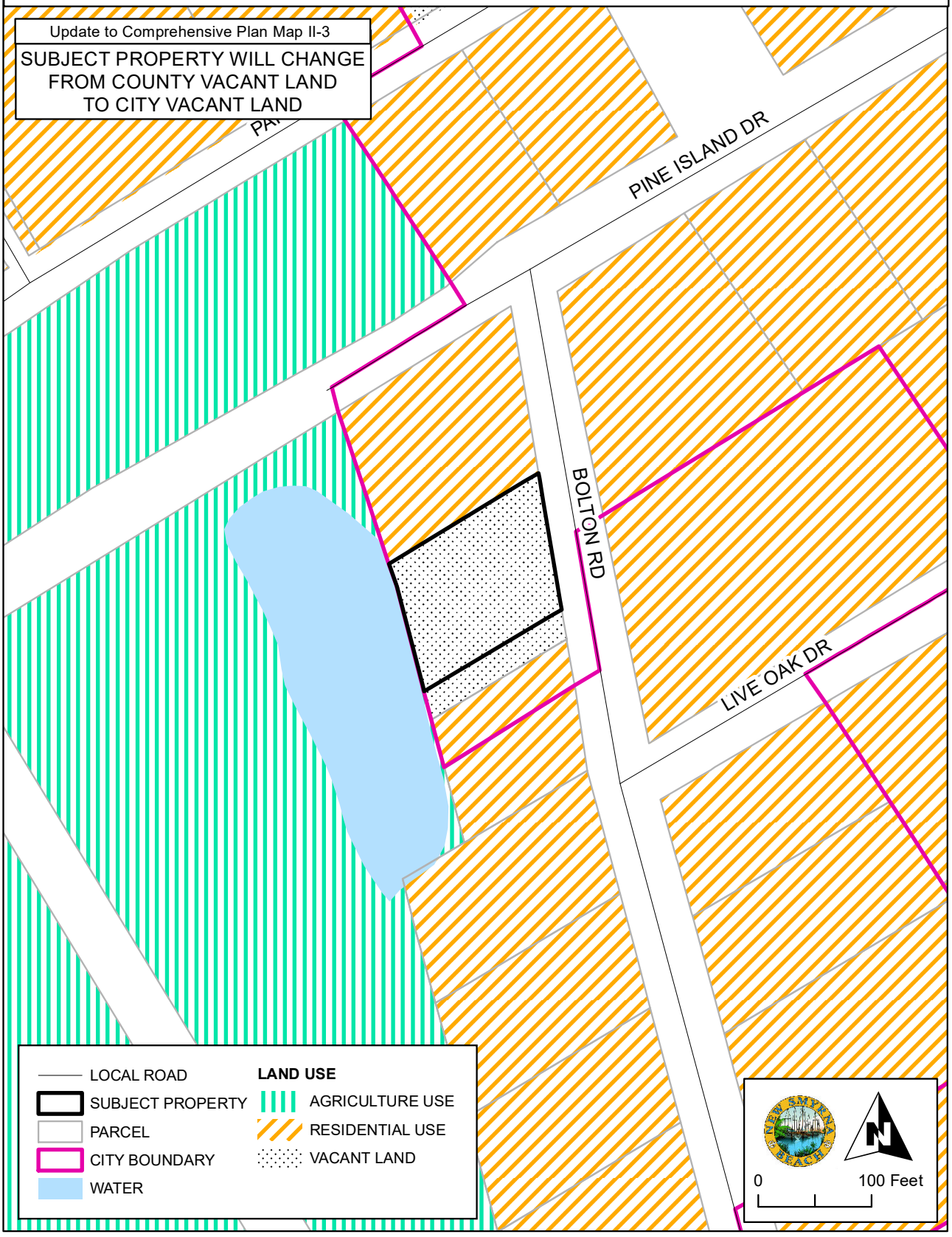
Urban Low Intensity (ULI) – Areas for low density residential dwelling units with a range of two-tenths (0.2) to four (4) dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, particularly compatibility with adjacent uses and availability of public facilities. This residential designation is generally characterized by single family type housing, e.g., single family detached and attached, cluster and zero lot line. This designation will allow existing agricultural zoning and uses to continue.

The ULI designation is primarily a residential designation but may also allow neighborhood convenience uses (see Shopping Center definition in Chapter 20) and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. The commercial intensity shall be limited to no more than a fifty percent Floor Area Ratio (0.50 FAR) and in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should be oriented to serve adjacent neighborhoods, reflect comparable traffic generation, similar traffic patterns, building scale, landscaping and open space and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening shall be provided through the BPUD process when adjacent to low density residential in order to preserve the character of the neighborhood. More intensive neighborhood commercial use shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one-quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

EXISTING LAND USE DESIGNATIONS

A-9-22



FUTURE LAND USE

LOW-DENSITY RESIDENTIAL

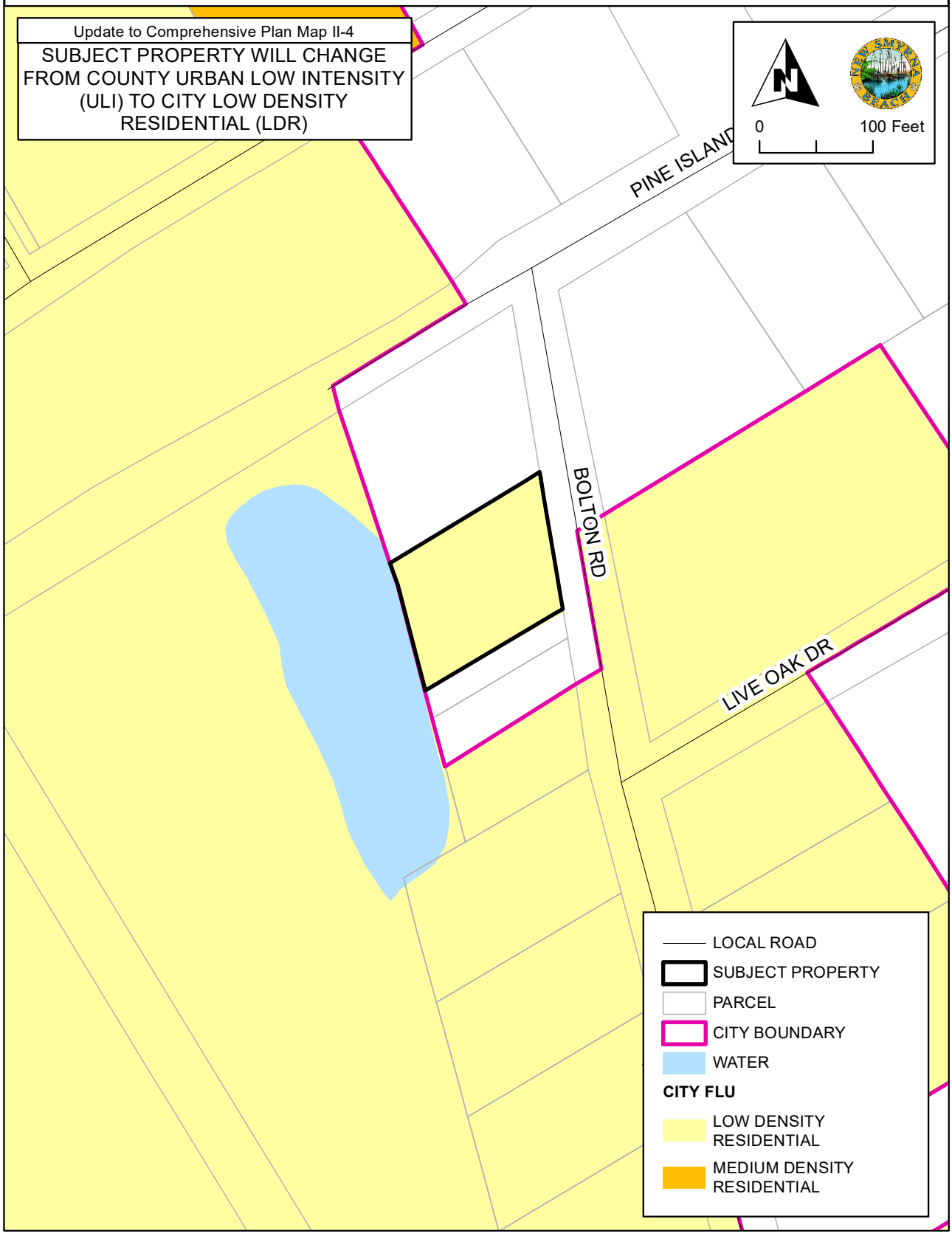
Maximum allowed density: Up to five [5] dwelling units per acre

Non-residential development permitted by special exception shall be at a maximum Floor Area Ratio (FAR) of 0.5.

Intent:
This use is appropriate where a more suburban development pattern exists or is desired and where urban services are to be kept to a minimum.

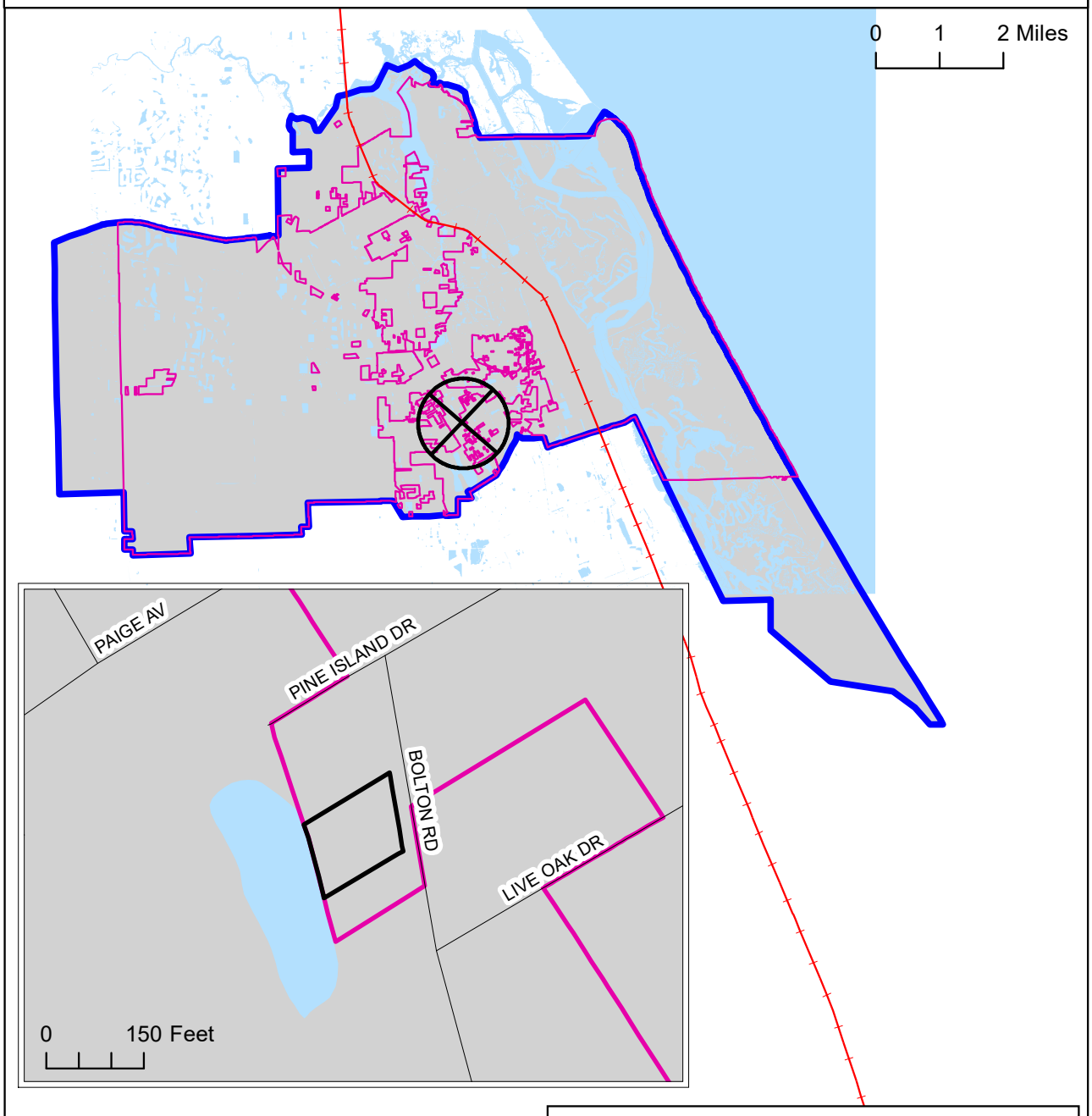
PROPOSED FUTURE LAND USE DESIGNATIONS

A-9-22



WATER AND SEWER SERVICE AREA

A-9-22

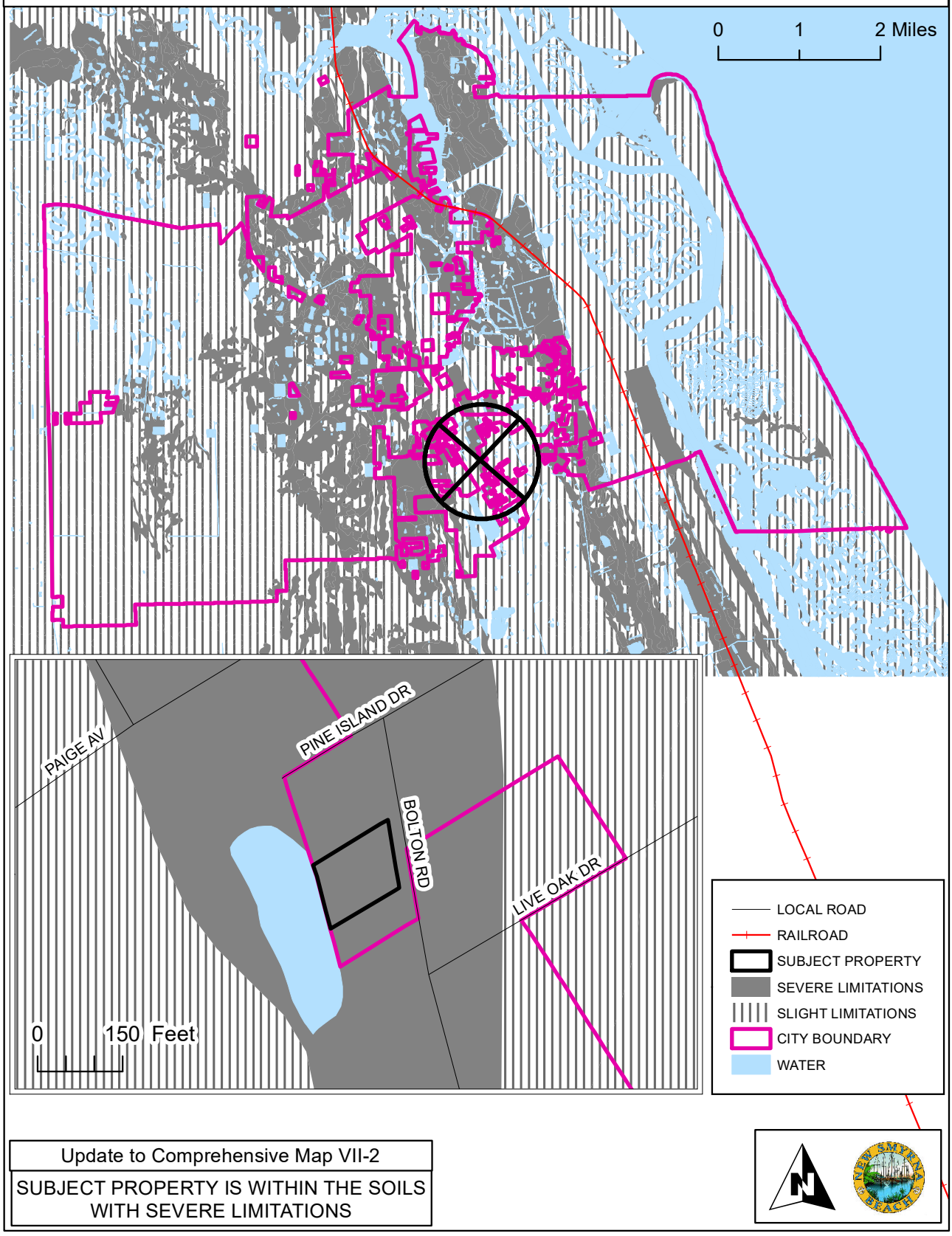


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-9-22

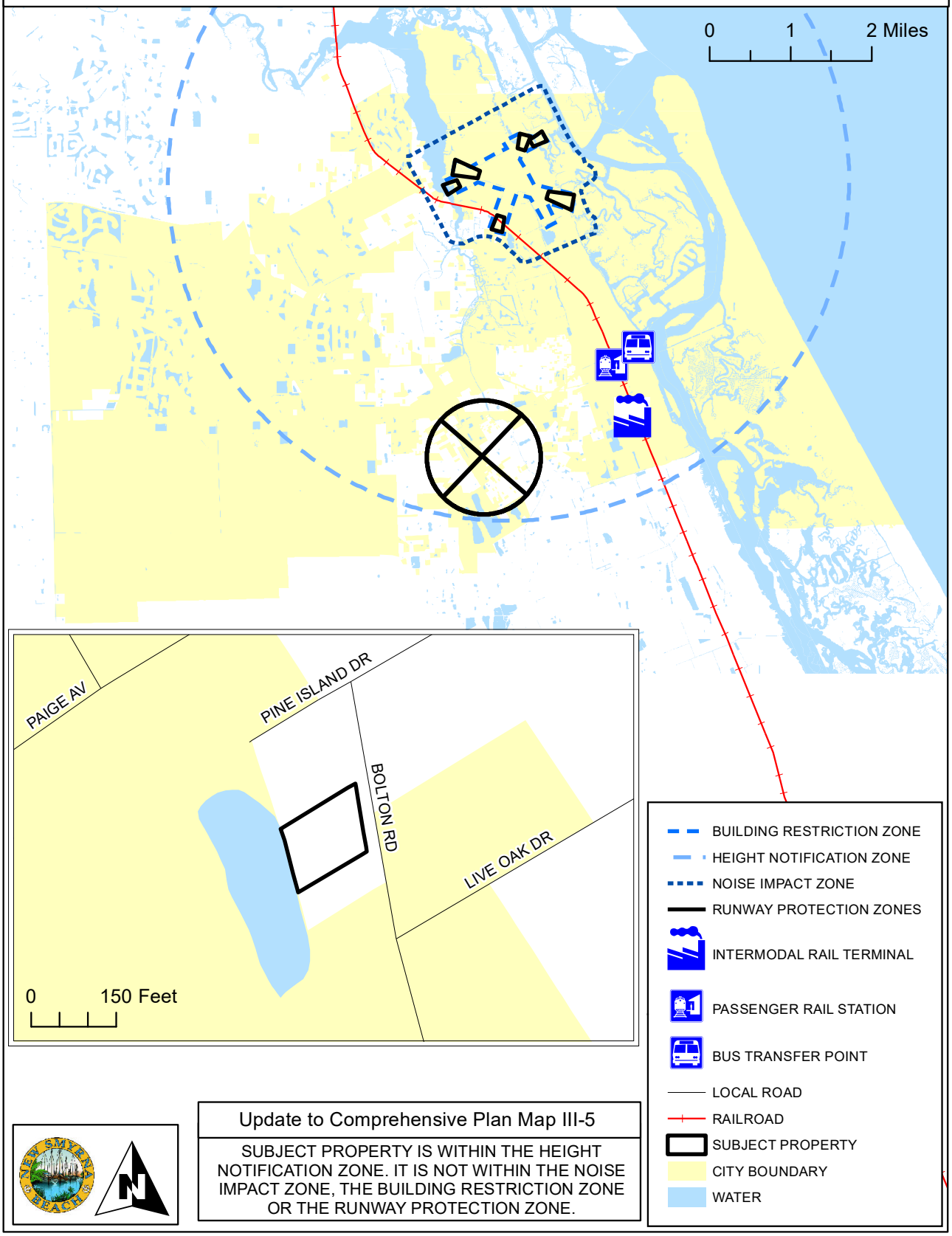


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-9-22

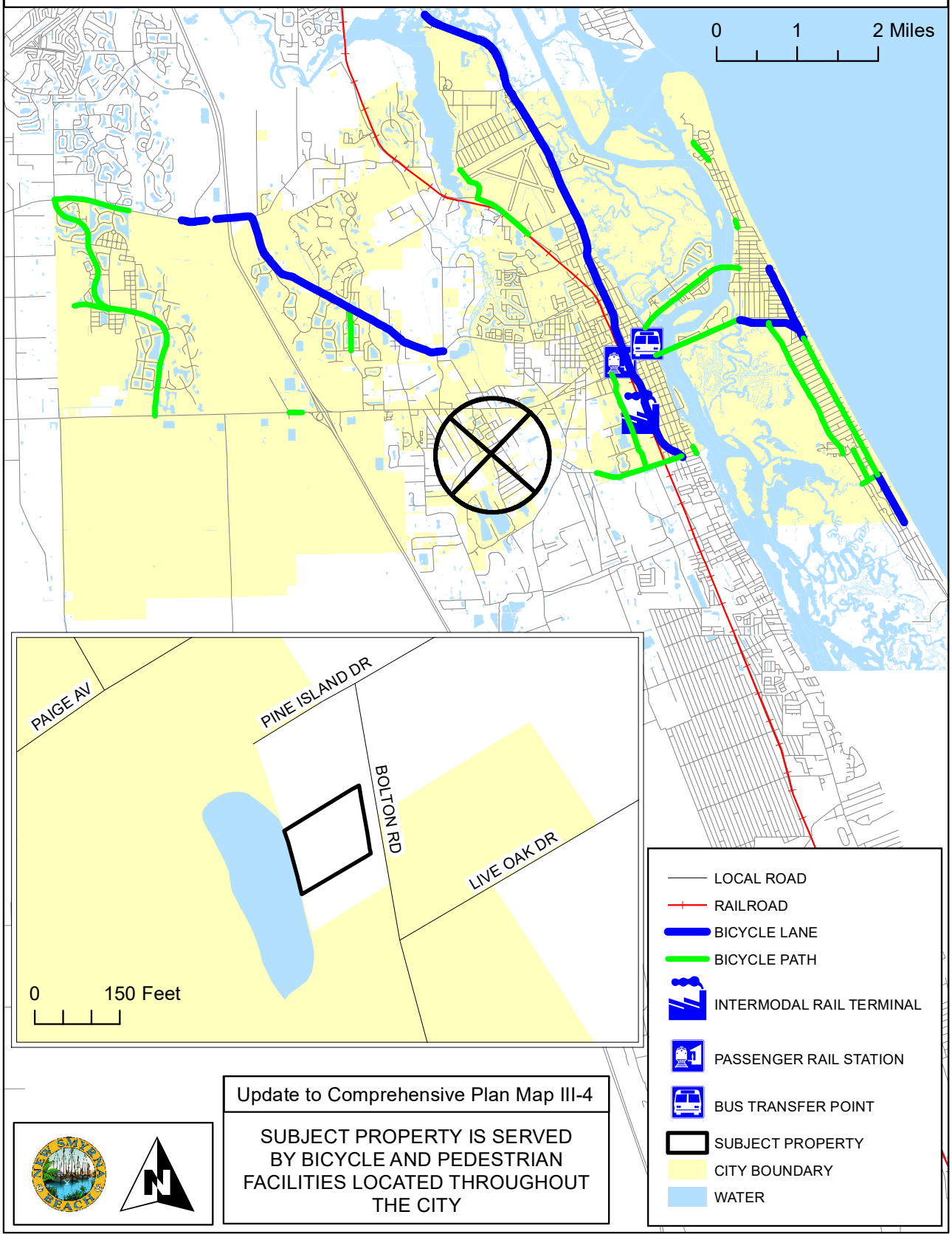


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-9-22

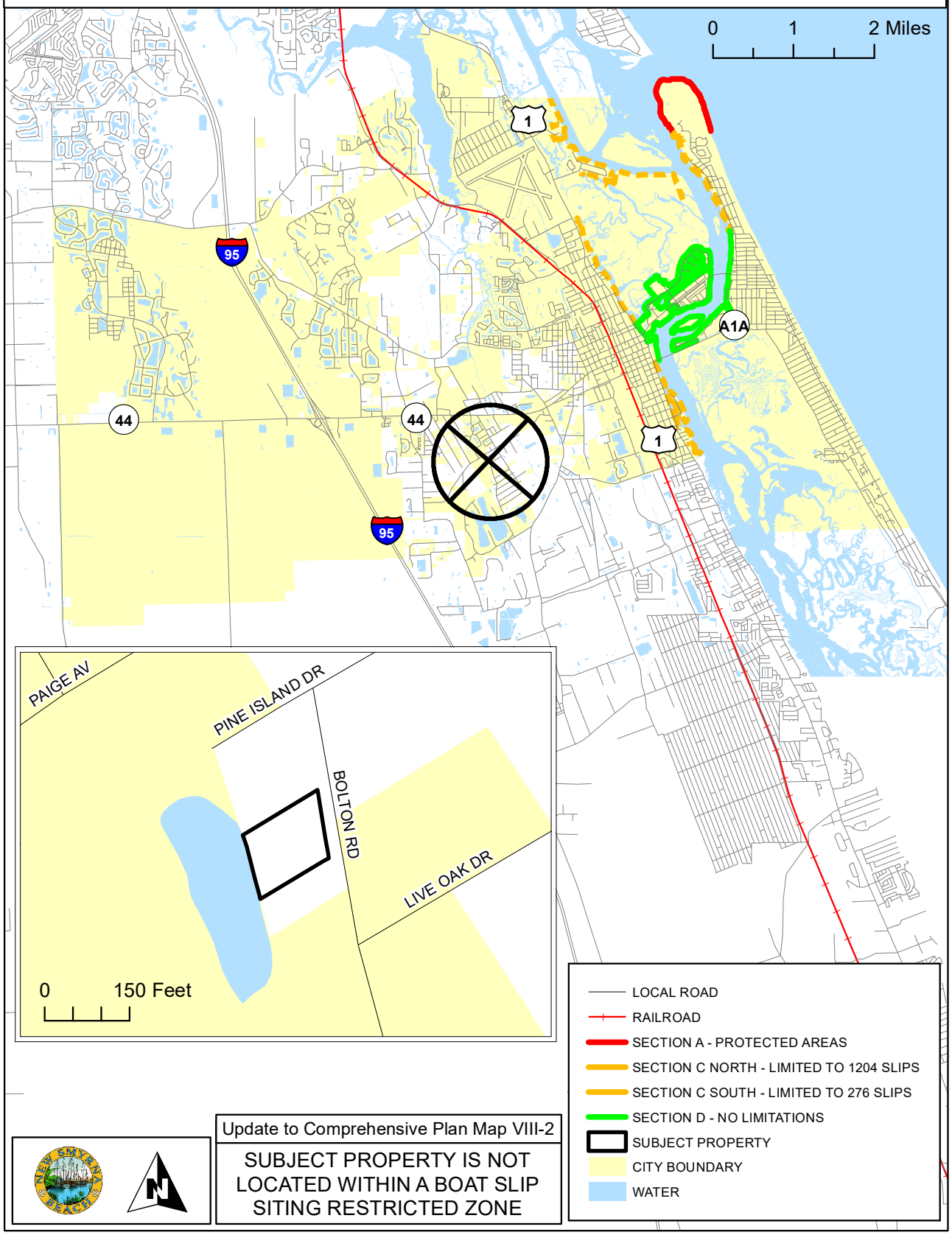


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-9-22

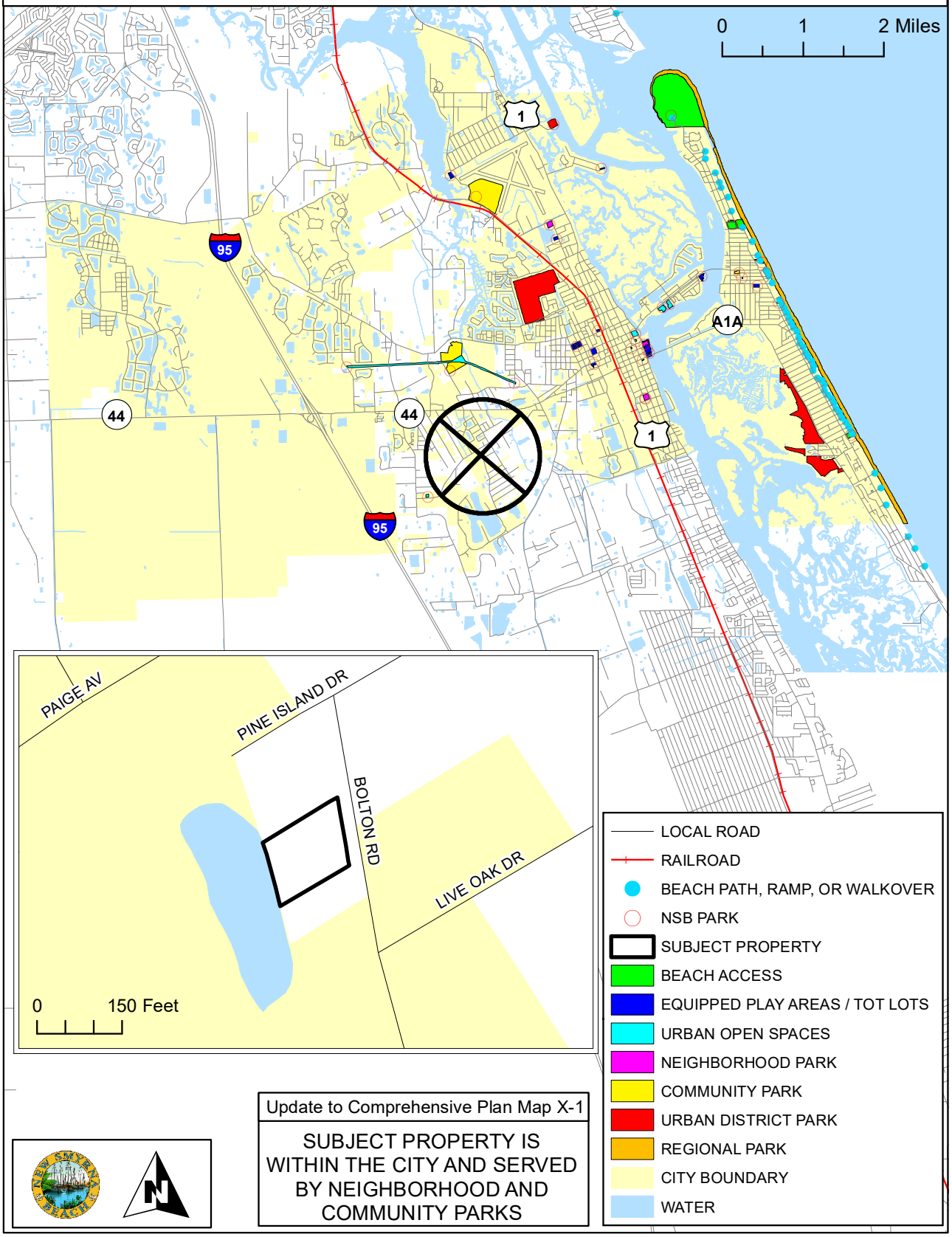


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-9-22

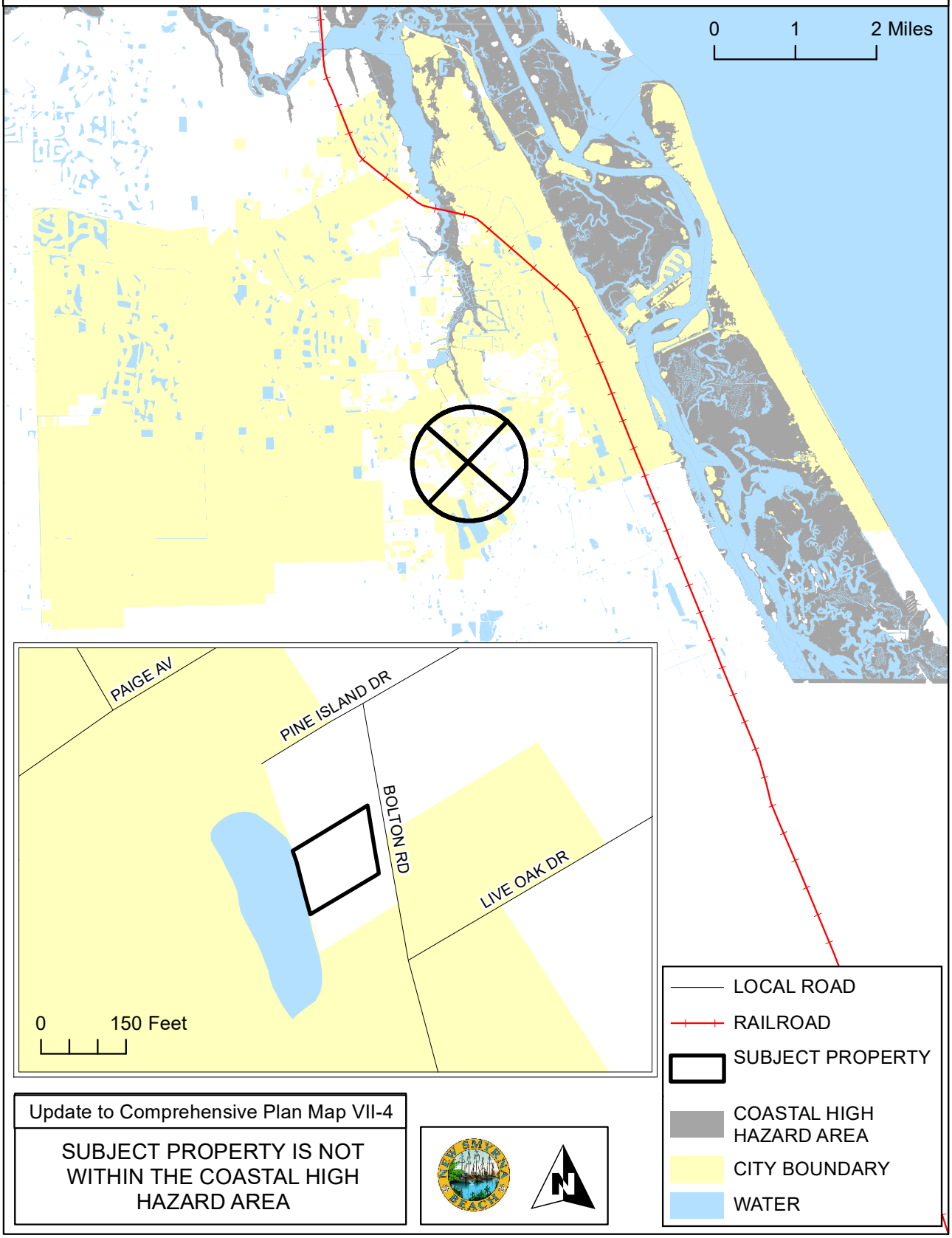


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-9-22

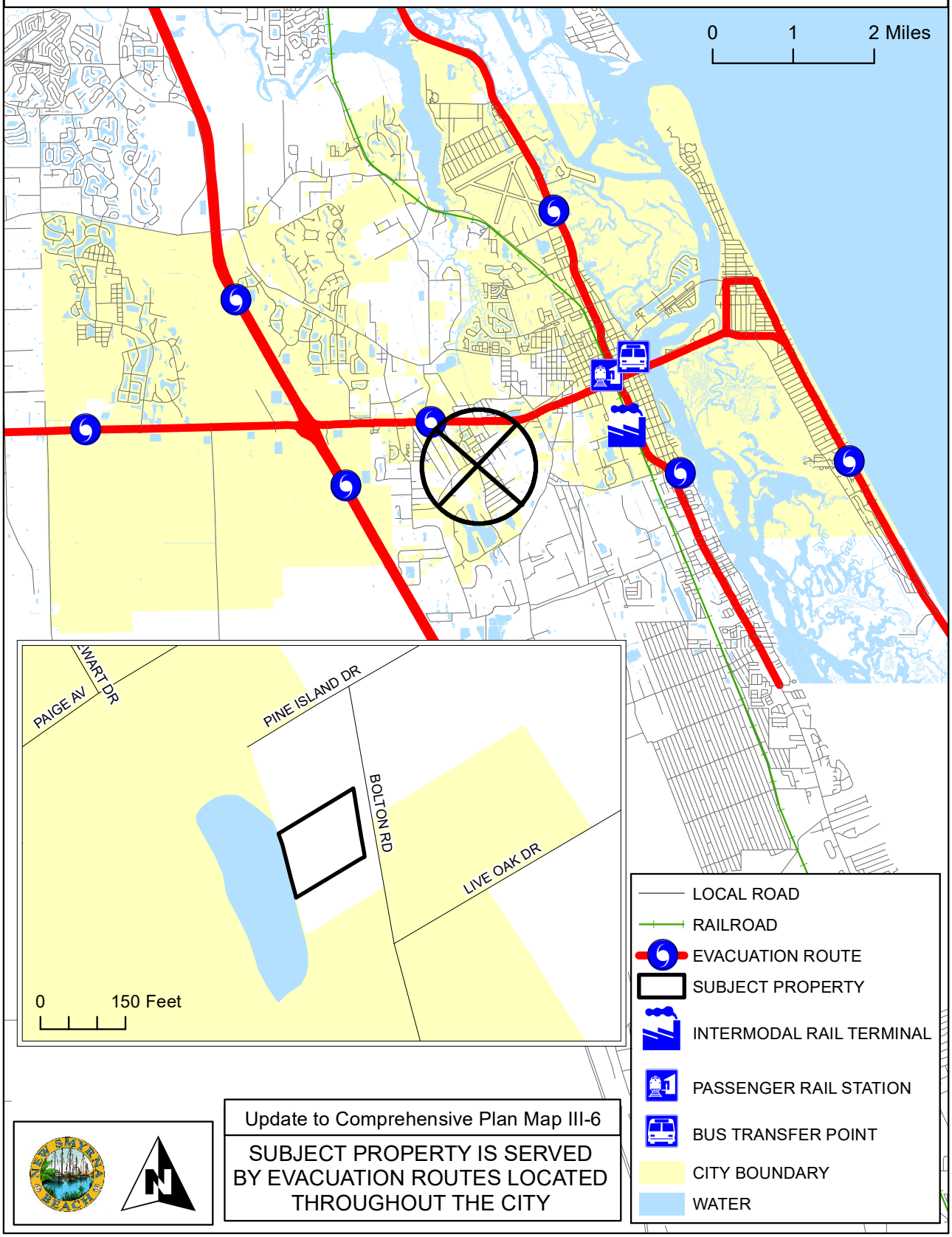


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-9-22

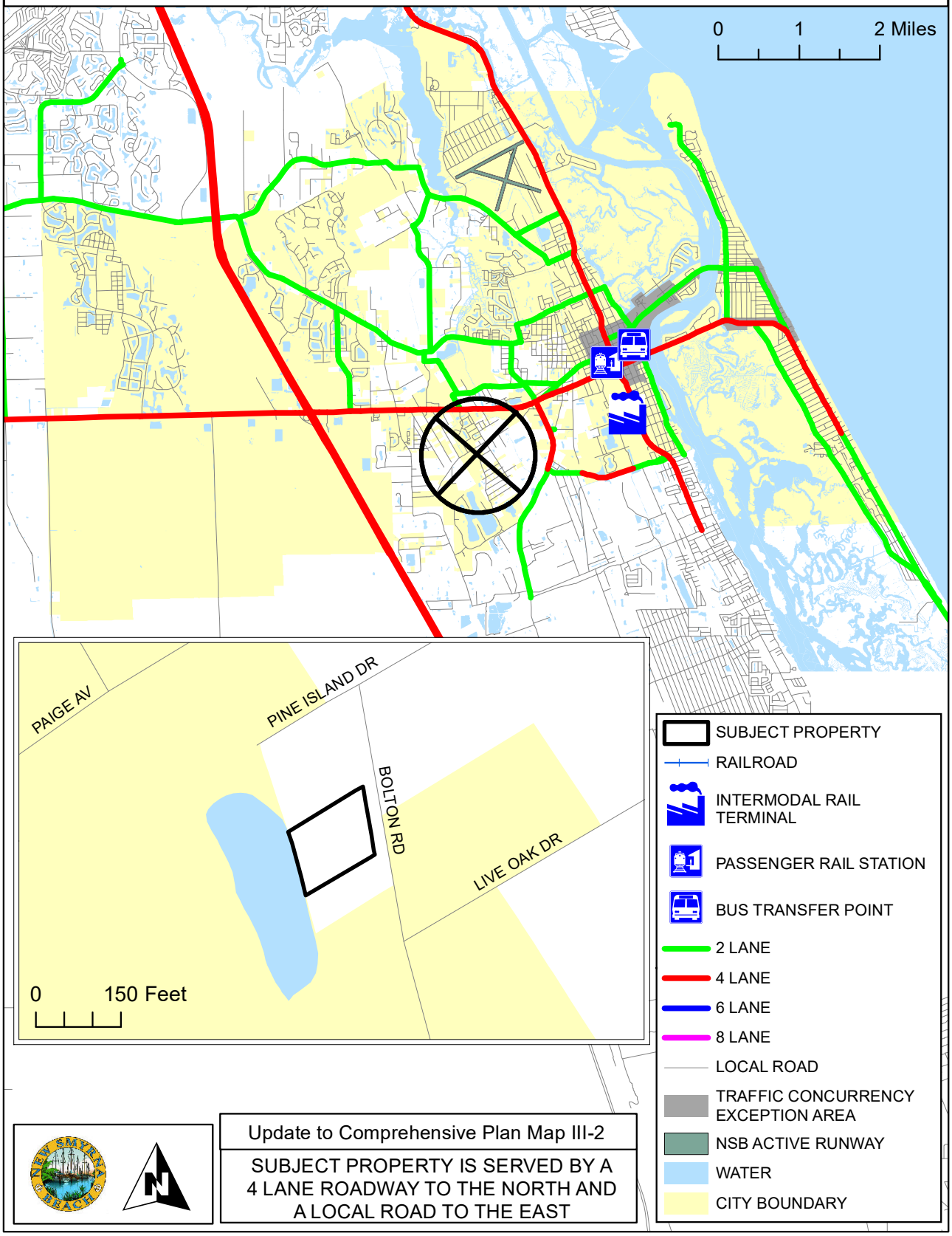


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-9-22

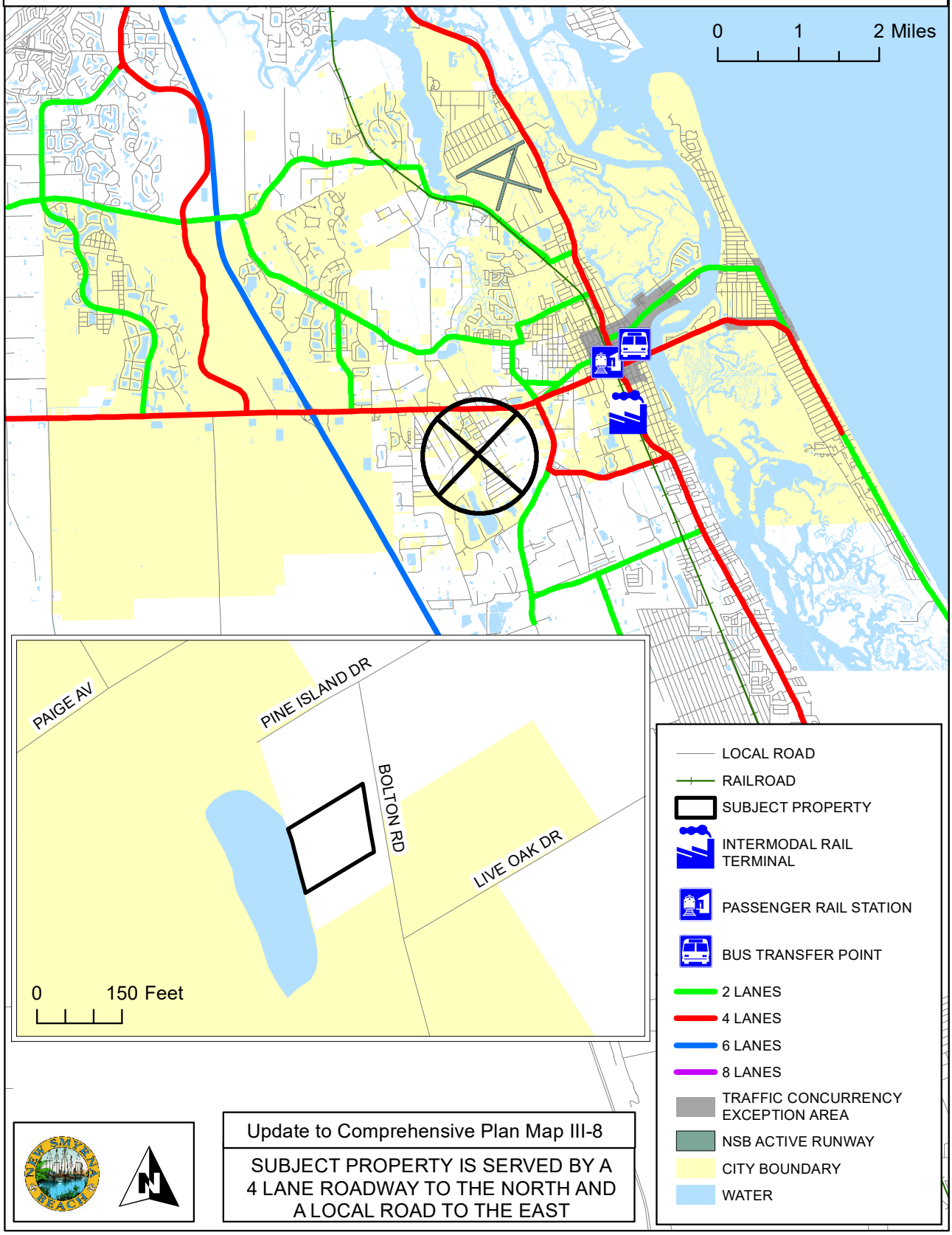


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

NUMBER OF TRAFFIC LANES - 2025

A-9-22

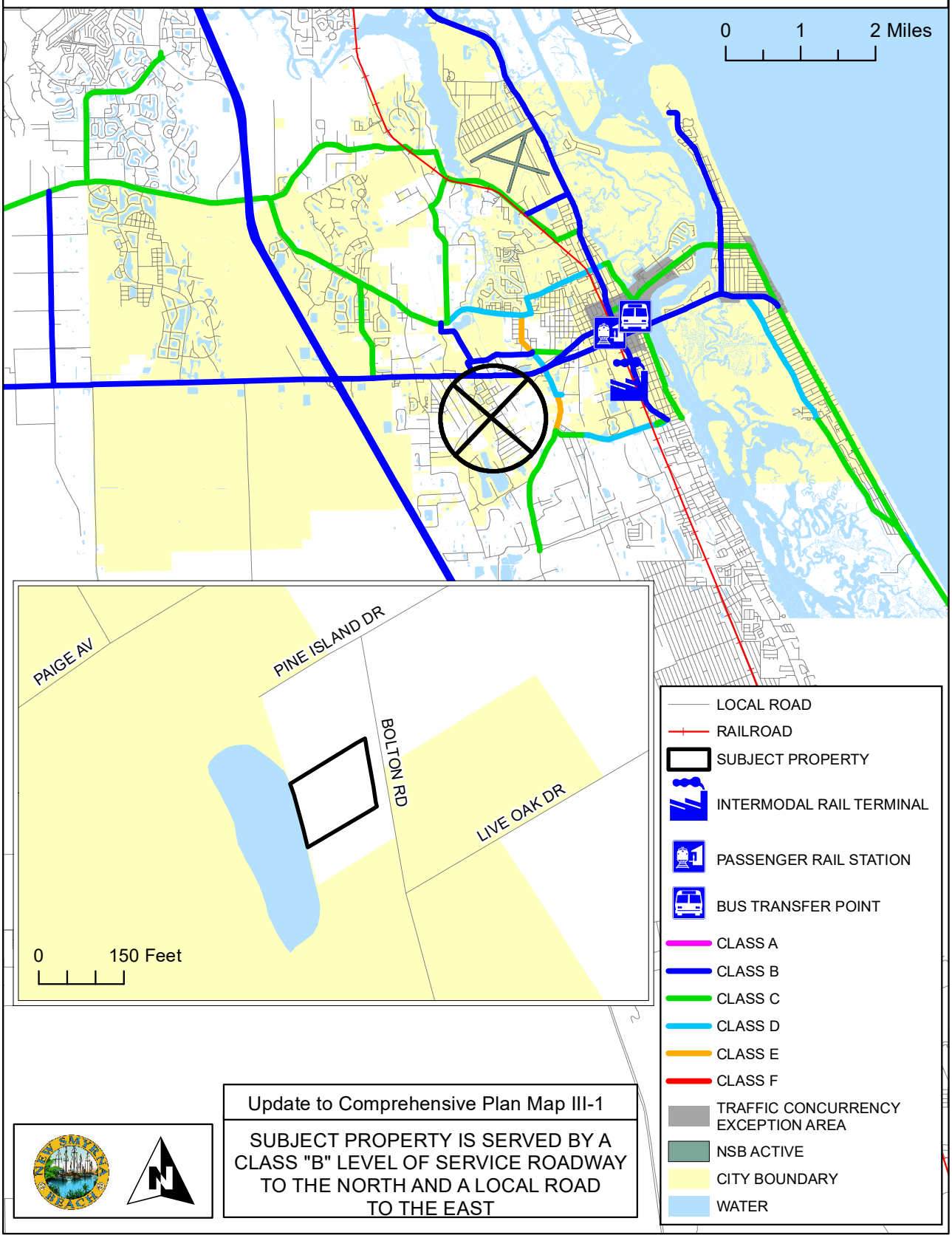


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

EXISTING LEVEL OF SERVICE - 2009

A-9-22

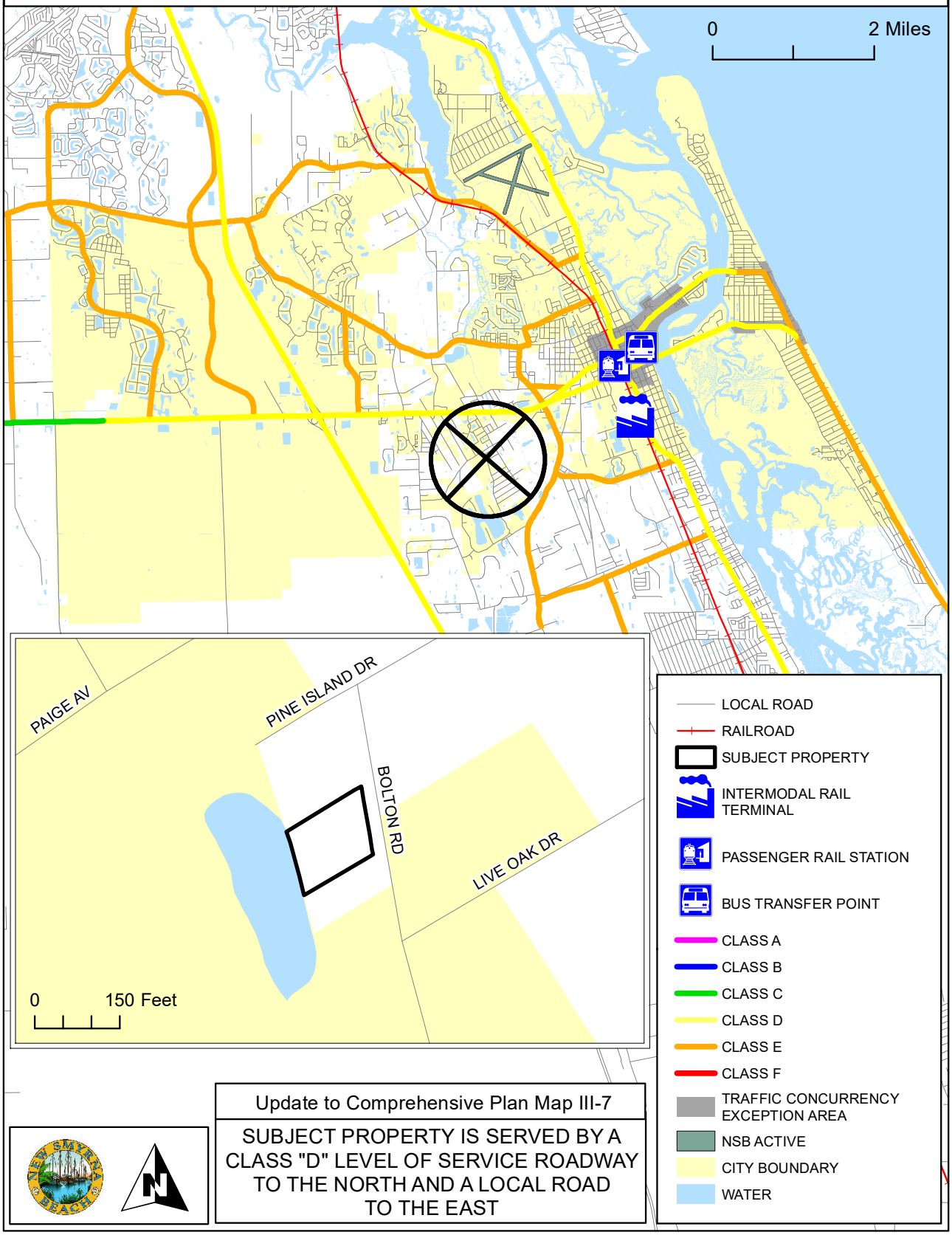


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

LEVEL OF SERVICE - 2025

A-9-22

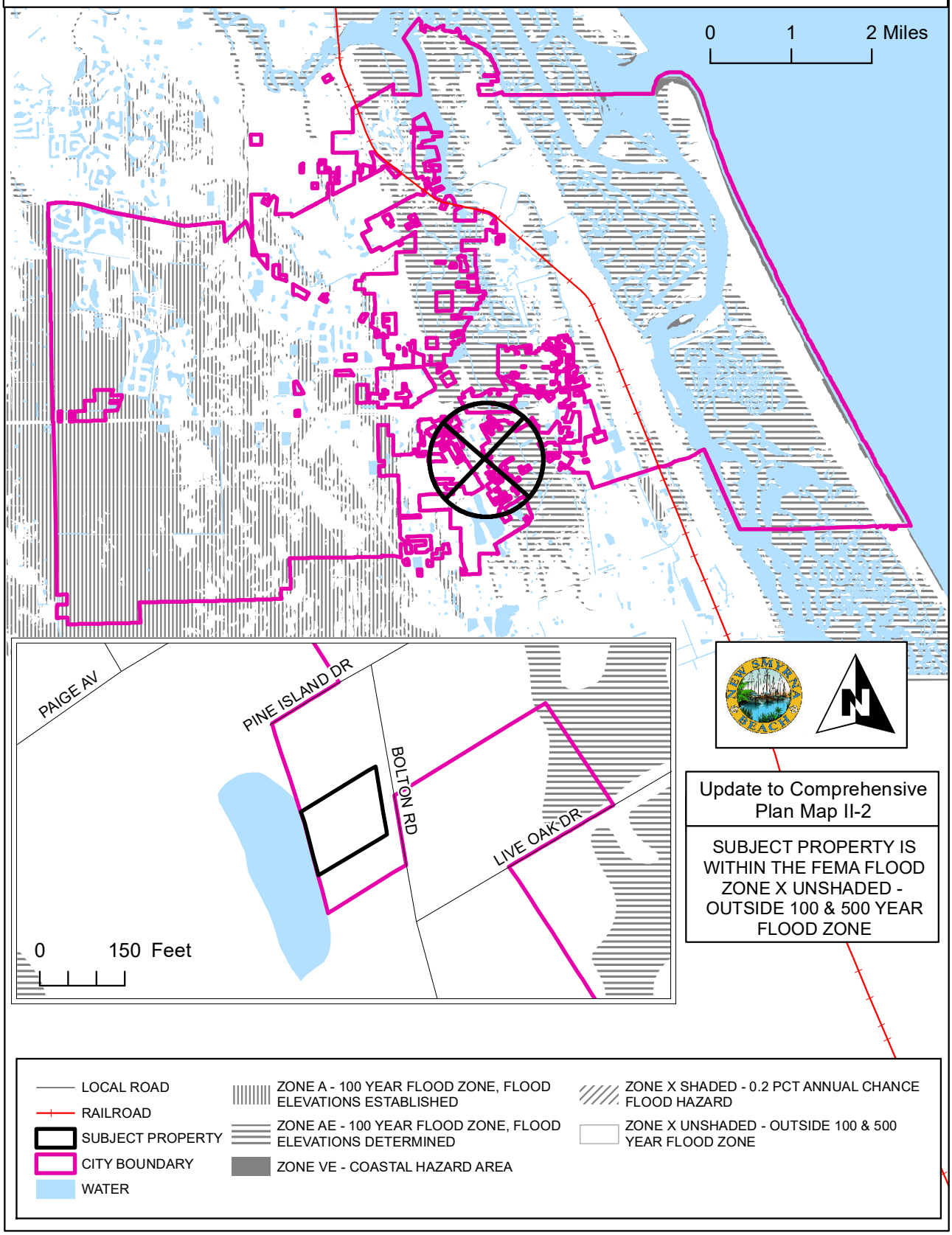


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

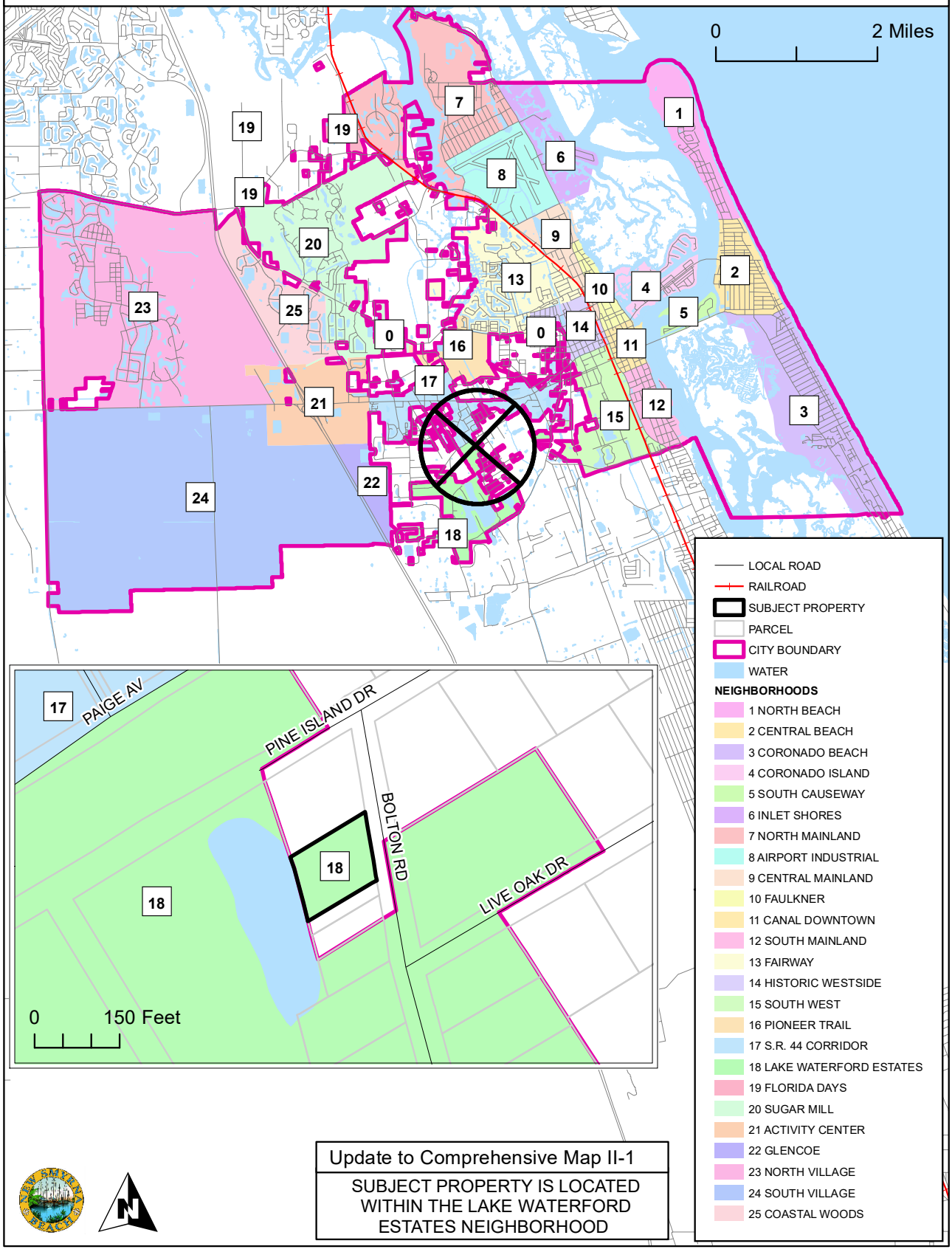
FLOOD PRONE AREAS

A-9-22



NEIGHBORHOODS

A-9-22

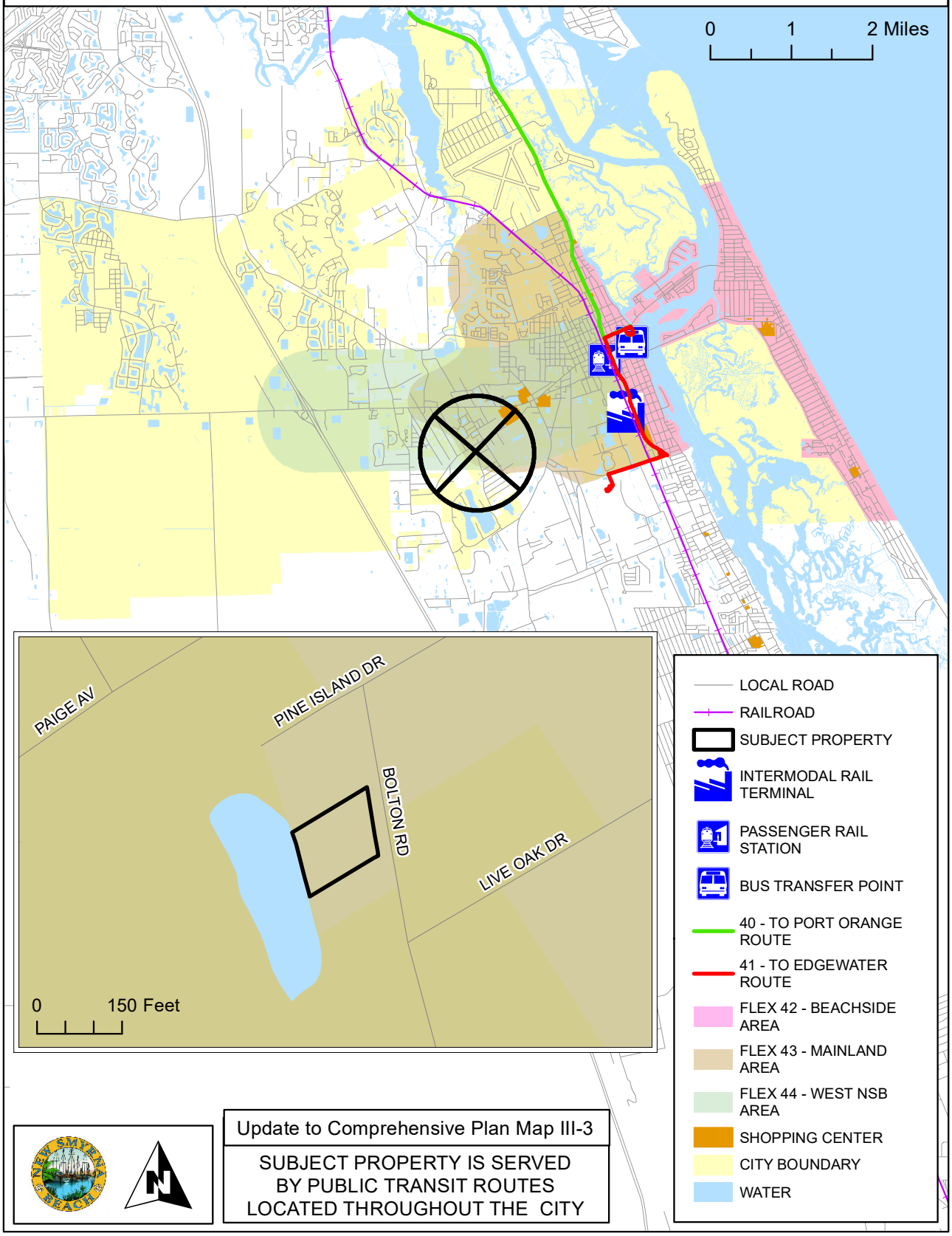


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE LAKE WATERFORD ESTATES NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-9-22

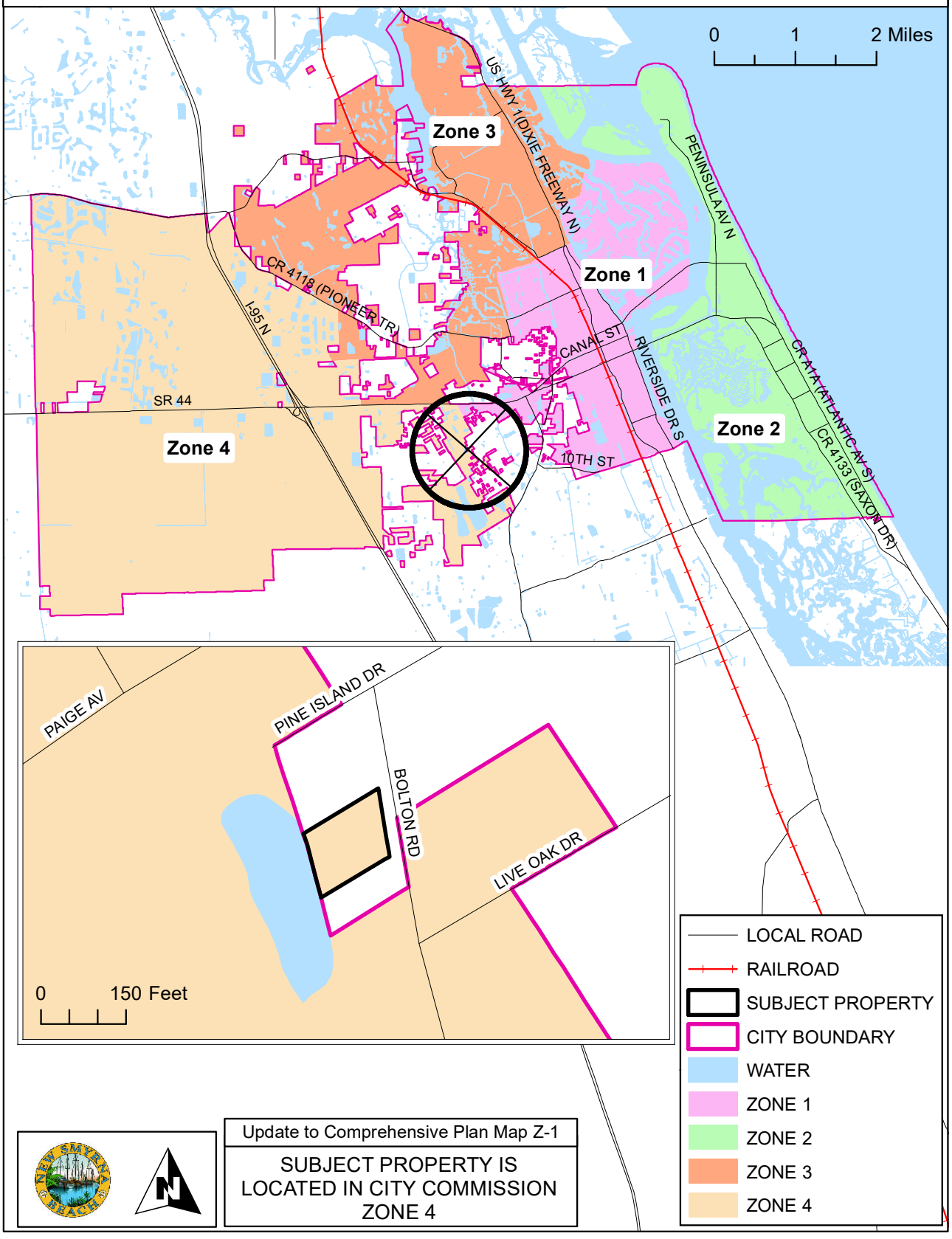


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

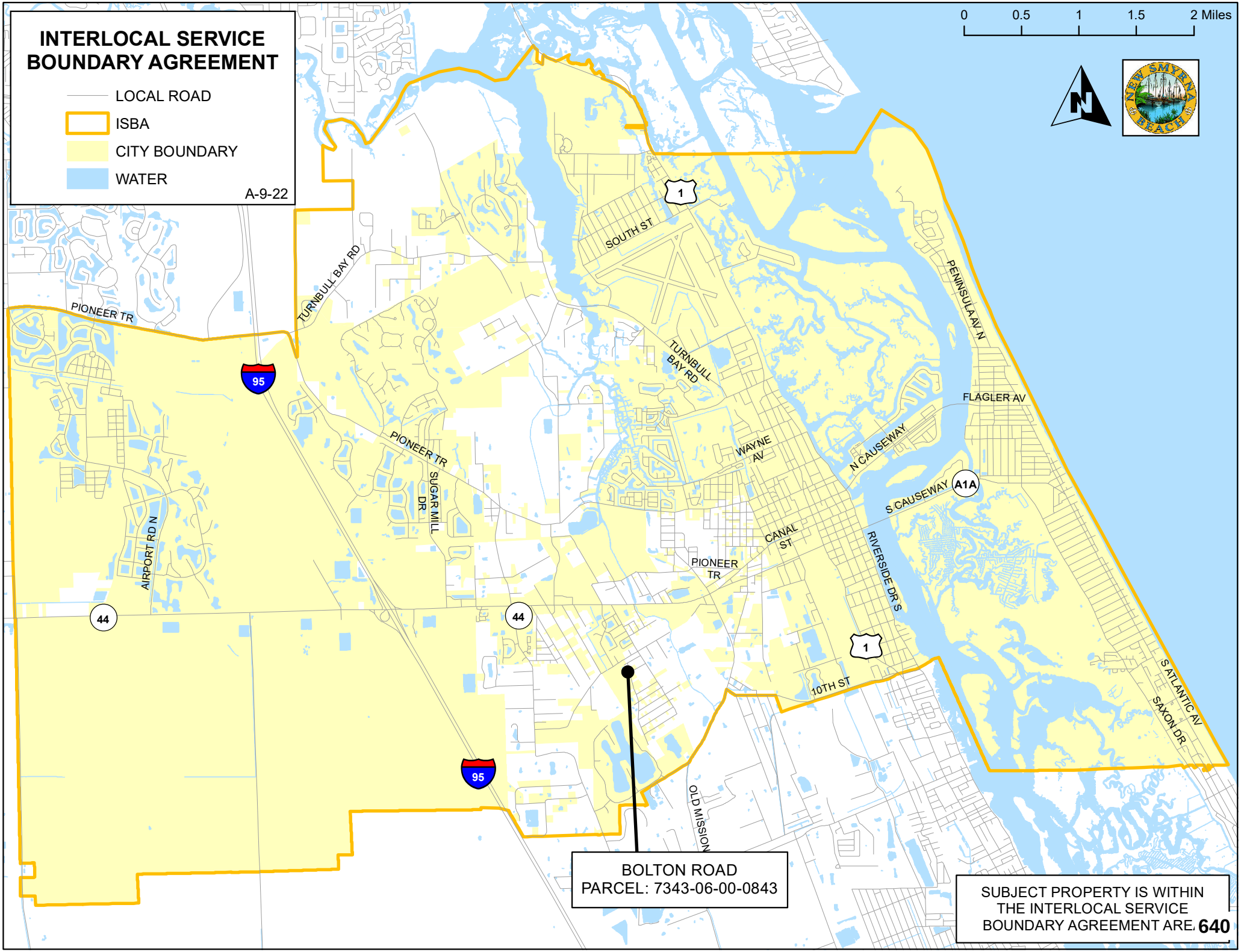
COMMISSION ZONES

A-9-22



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-9-22
0 0.5 1 1.5 2 Miles
N
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION
95
44
1
BOLTON ROAD
PARCEL: 7343-06-00-0843
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
640

Address

Bolton Road

Parcel Number

7343-06-00-0843

AltKey

5662993

Metes and Bounds, per Michael L. Brewer, Attorney at Law

A parcel of Land in Lot 84, Block 27, Subdivision of the Napier and Hull Grant, according to map thereof recorded in Deed Book m, Page 688 of the Public Records of Volusia County, Florida, described as follows: As a point of reference commence at the Southeast corner of Lot 41, Corbin Park Unit No. 1, as recorded in Map Book 8, Page 275 of the Public Records of Volusia County, Florida; thence North 7°50'00" West along the Westerly line of Bolton Road, a 50 foot Right-of-Way as now laid out and shown on said Corbin Park Subdivision, a distance of 136.15 feet for the Point of Beginning; thence South 82°10'00" West, a distance of 120.50 feet; thence North 22°08'03" West, a distance of 84.59 feet; thence North 78°00'00" East, a distance of 141.77 feet to the said Westerly line of Bolton Road; thence South 07°50'00" East along said westerly line, a distance of 92.27 feet to the Point of Beginning.

03/17/2006 01:24 PM
Doc stamps 168.00
(Transfer Amt $ 24000)
Instrument# 2006-066190 # 1
Book: 5788
Page: 1697

THIS INSTRUMENT PREPARED BY:
Michael L. Brewer
Attorney at Law
500 Canal Street
New Smyrna Beach, FL 32168

WARRANTY DEED

(Statutory form - Section 689.02 F.S.)

(Recording Information)

THIS INDENTURE made this 2nd day of March, 2006 BETWEEN

ELAINE PATRICIA GENEST, a single woman,

of the County of Volusia, State of Florida, grantor, and

ANDREW T. WEST and TERALEE M. WEST, his and wife,

whose mailing address is 2229 Pine Island Drive, New Smyrna Beach, Florida 32168, grantees,

WITNESSETH, that said grantor, for and in consideration of the sum of $10.00 and other good and valuable considerations to said grantor 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:

A parcel of land in Lot 84, Block 27, Subdivision of the Napier and Hull Grant, according to map thereof recorded in Deed Book M, Page 688 of the Public Records of Volusia County, Florida, described as follows: As a point of reference commence at the Southeast corner of Lot 41, Corbin Park Unit No. 1, as recorded in Map Book 8, Page 275 of the Public Records of Volusia County, Florida; thence North 7°50'00" West along the Westerly line of Bolton Road, a 50 foot Right-of-Way as now laid out and shown on said Corbin Park Subdivision, a distance of 136.15 feet for the Point of Beginning; thence South 82°10'00" West, a distance of 120.50 feet; thence North 22°08'03" West, a distance of 84.59 feet; thence North 78°00'00" East, a distance of 141.77 feet to the said Westerly line of Bolton Road; thence South 07°50'00" East along said Westerly line, a distance of 92.27 feet to the Point of Beginning.

The Volusia County Property Appraiser's parcel identification number is 7343-06-00-0843

SUBJECT TO: Easements, reservations and restrictions of record, if any, the mention hereof does not seek to reimpose same;

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Instrument# 2006-000150 # 2
Book: 5788
Page: 1698
Diane M. Matousek
Volusia County, Clerk of Court

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness Signature
Printed Name: Michael L. Brewer

Witness Signature
Printed Name: Ella M. Ledger-Adle

ELAINE PATRICIA GENEST
764 Bolton Road
New Smyrna Beach, FL 32168

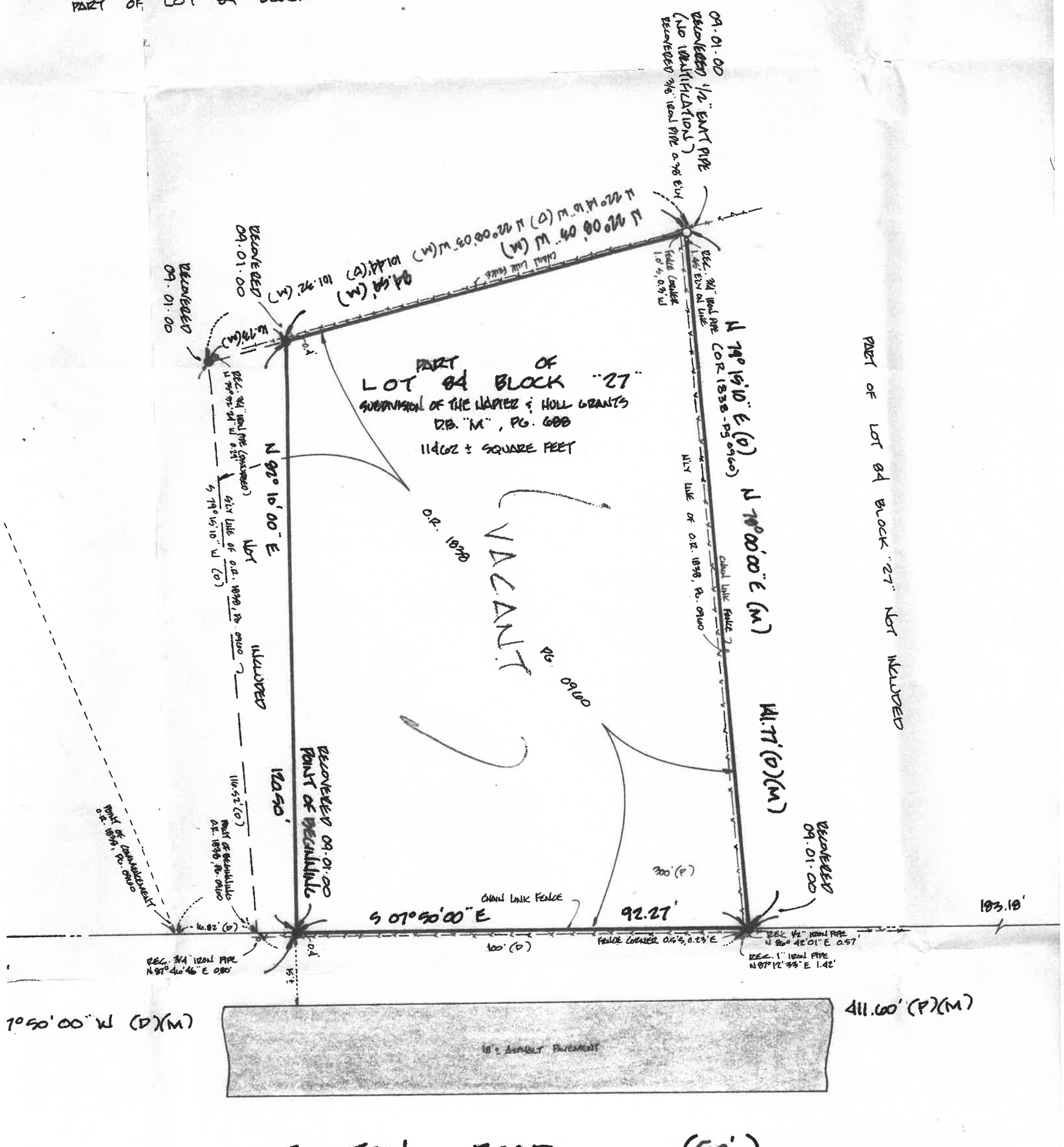
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2nd day of March, 2006, by ELAINE PATRICIA GENEST.

Michelle L. VanLancker
Commission # DD471649
Expires October 31, 2009
Bonded Troy Fain Insurance, Inc 800-385-7019

Michelle L VanLancker (SEAL)
Notary Public, State of Florida
My commission expires:
[✓] Personally Known OR
[ ] Produced Identification
Type: _____

PART OF LOT 84 BLOCK "27" NOT INCLUDED



PART OF LOT 84 BLOCK "27" NOT INCLUDED

BOLTON ROAD (50')

ORDINANCE NO. 56-22

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 0.27± ACRES OF LAND LOCATED ON THE WEST SIDE OF BOLTON ROAD, BETWEEN PINE ISLAND DRIVE AND LIVE OAK DRIVE, FROM VOLUSIA COUNTY *URBAN LOW INTENSITY* TO CITY *LOW DENSITY RESIDENTIAL*; 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, Andrew T. and Teralee M. West, 2250 Paige Avenue, 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 0.27± acres of land located on the west side of Bolton Road, between Pine Island Drive and Live Oak Drive, from Volusia County *Urban Low Intensity* to City *Low Density Residential*; to amend City Neighborhoods Map II-1 to show the subject property is located within the Lake Waterford Estates 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 *Vacant* to City *Vacant;* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class B level of service roadway to the 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 4-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 D 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 4-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 soils with 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 4; 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 August 1, 2022, and by a vote of 5-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Urban Low Intensity* to City *Low Density Residential* land use of TEN (10) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not exceed the 120 acre maximum cumulative annual acreage of small scale amendments. §163.3187(1)(b), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

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

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

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

from Volusia County *Urban Low Intensity* to City *Low Density Residential.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within the Lake Waterford Estates 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 *Vacant* to City *Vacant*.

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

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class B level of service roadway to the north and 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 4-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 D 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 4-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 4.

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 September 13, 2022 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: ***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: 8/16/2022

EXHIBIT "A"

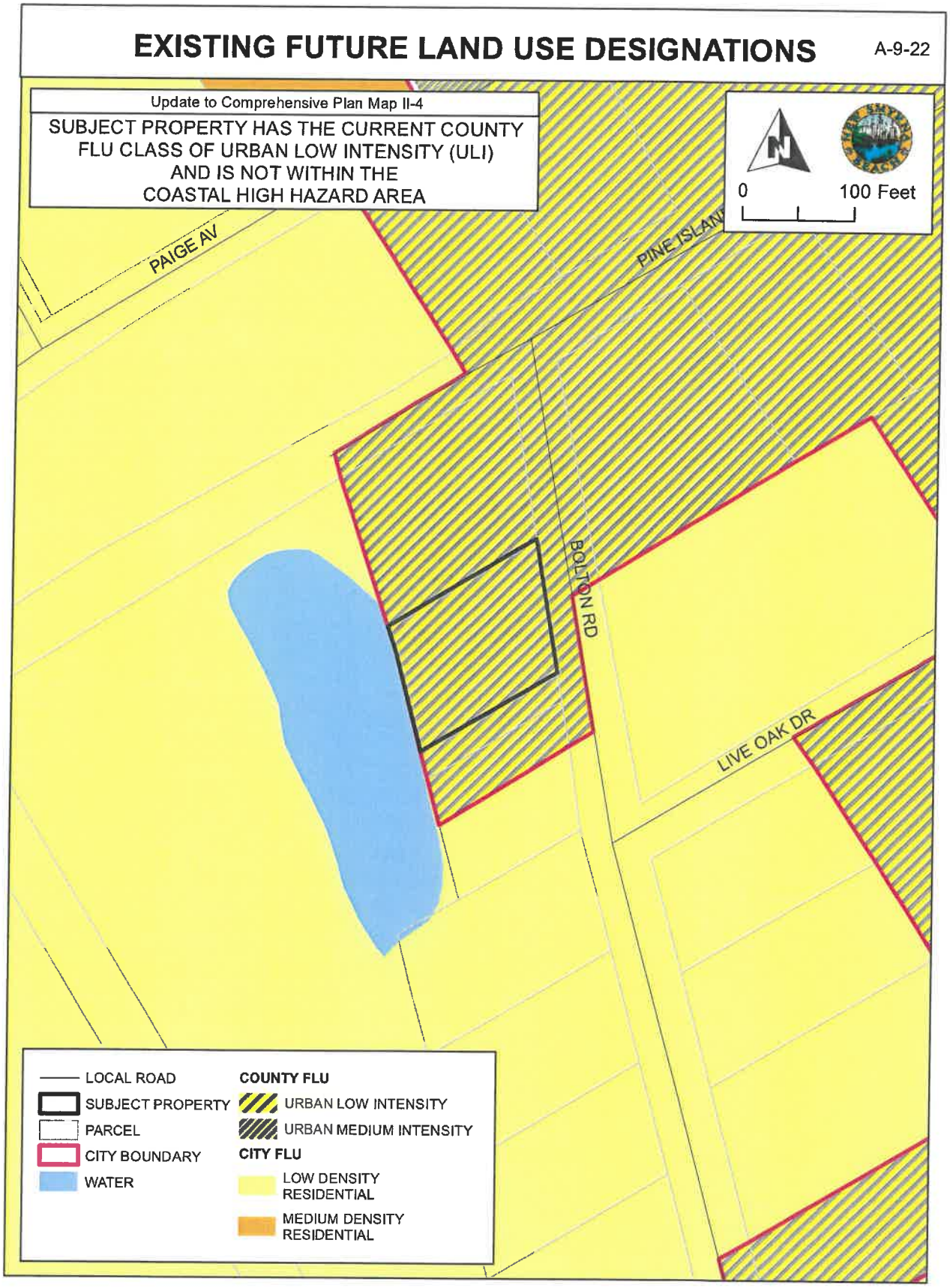

EXISTING FUTURE LAND USE DESIGNATIONS
A-9-22
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY HAS THE CURRENT COUNTY FLU CLASS OF URBAN LOW INTENSITY (ULI) AND IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
0
100 Feet
PAIGE AV
PINE ISLAND
BOLTON RD
LIVE OAK DR
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
COUNTY FLU
URBAN LOW INTENSITY
URBAN MEDIUM INTENSITY
CITY FLU
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL

EXHIBIT "A"

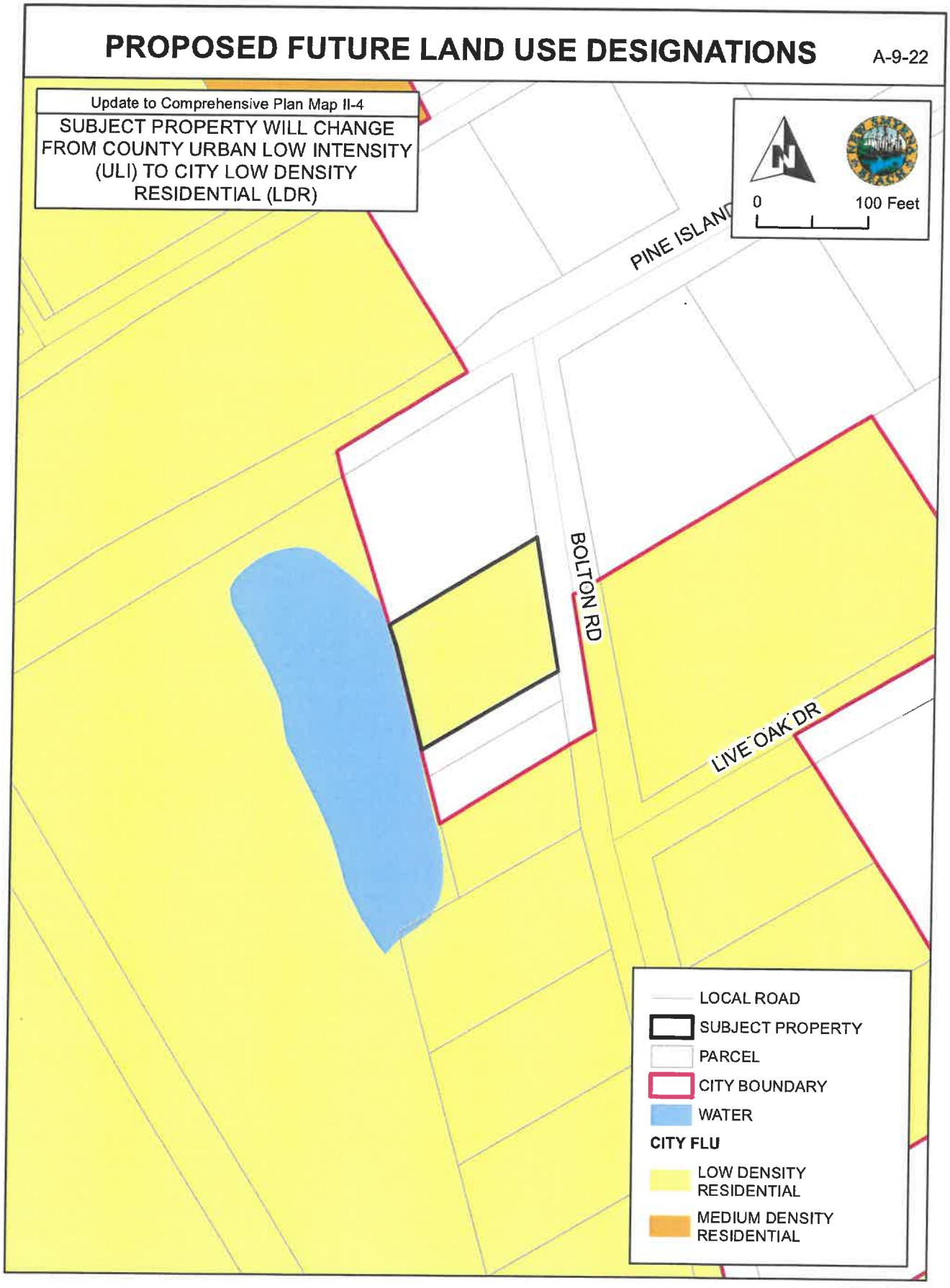

PROPOSED FUTURE LAND USE DESIGNATIONS
A-9-22
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM COUNTY URBAN LOW INTENSITY (ULI) TO CITY LOW DENSITY RESIDENTIAL (LDR)
0
100 Feet
PINE ISLAND
BOLTON RD
LIVE OAK DR
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
CITY FLU
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL

EXHIBIT "B"

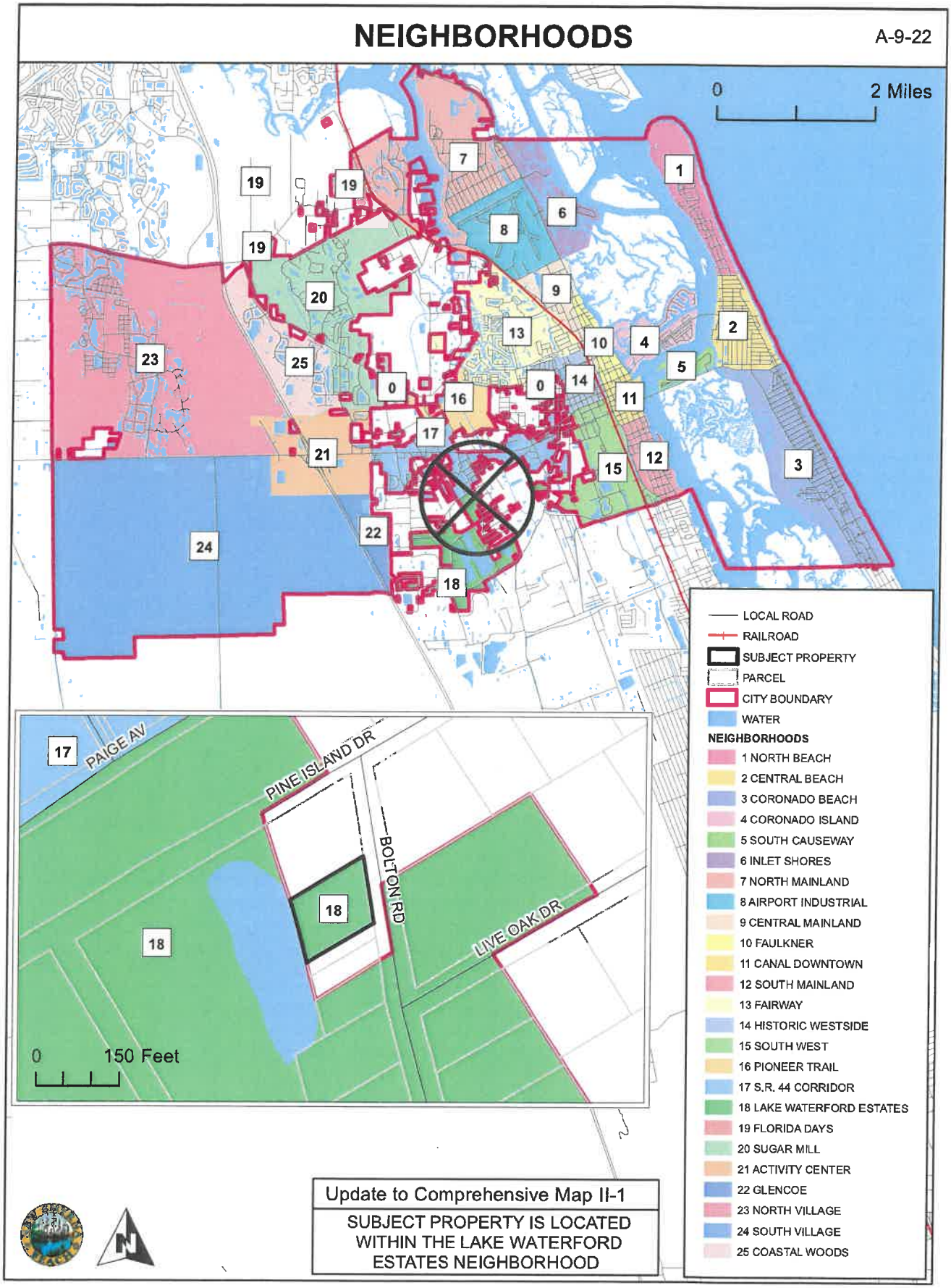

NEIGHBORHOODS
A-9-22
0
2 Miles
PAIGE AV
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0
150 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
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 LAKE WATERFORD ESTATES NEIGHBORHOOD

EXHIBIT "C"

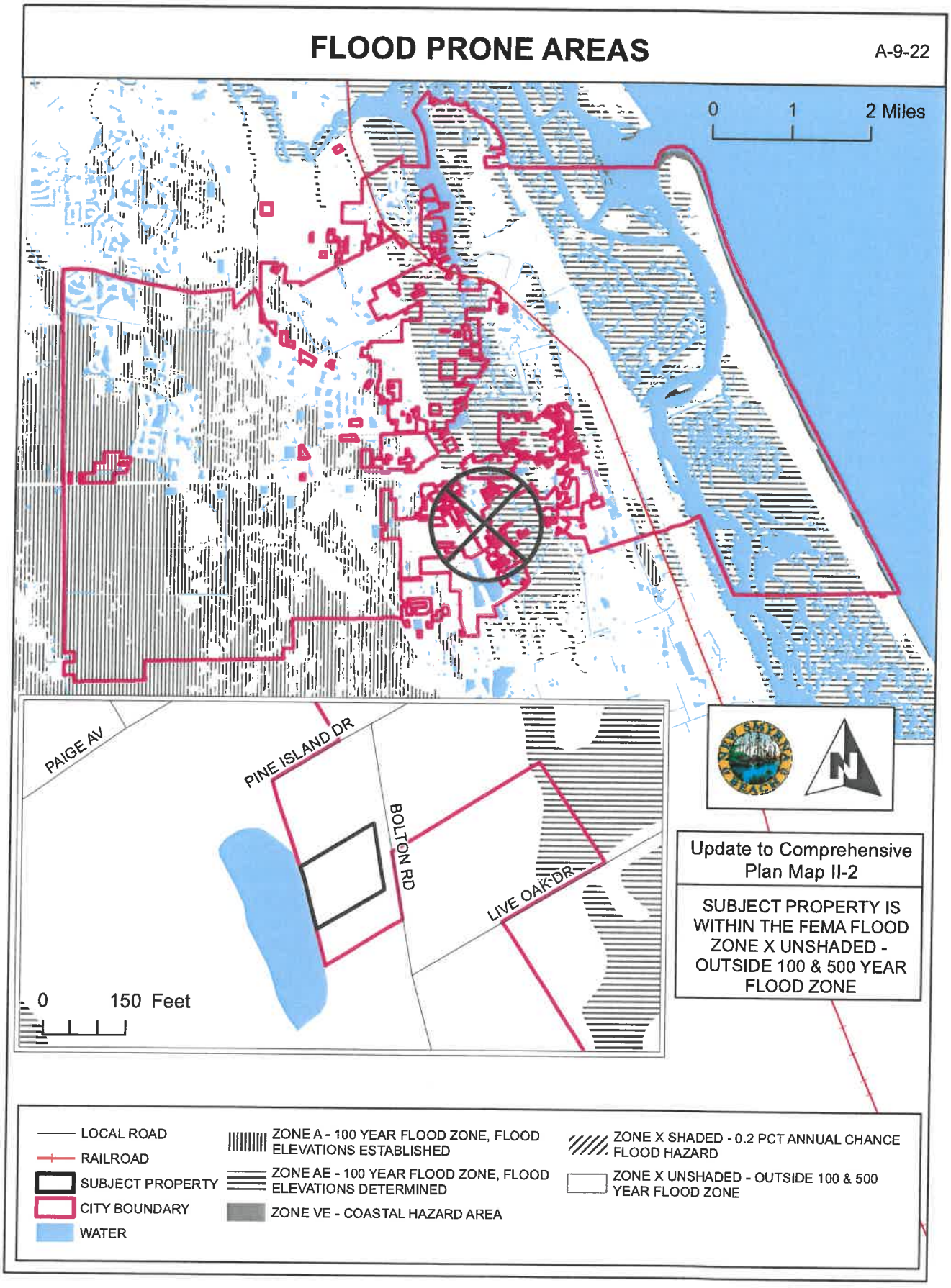

FLOOD PRONE AREAS
A-9-22
0
1
2 Miles
PAIGE AV
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0
150 Feet
Update to Comprehensive Plan Map II-2
SUBJECT PROPERTY IS WITHIN THE FEMA FLOOD ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED
ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
ZONE VE - COASTAL HAZARD AREA
ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

EXHIBIT "D"

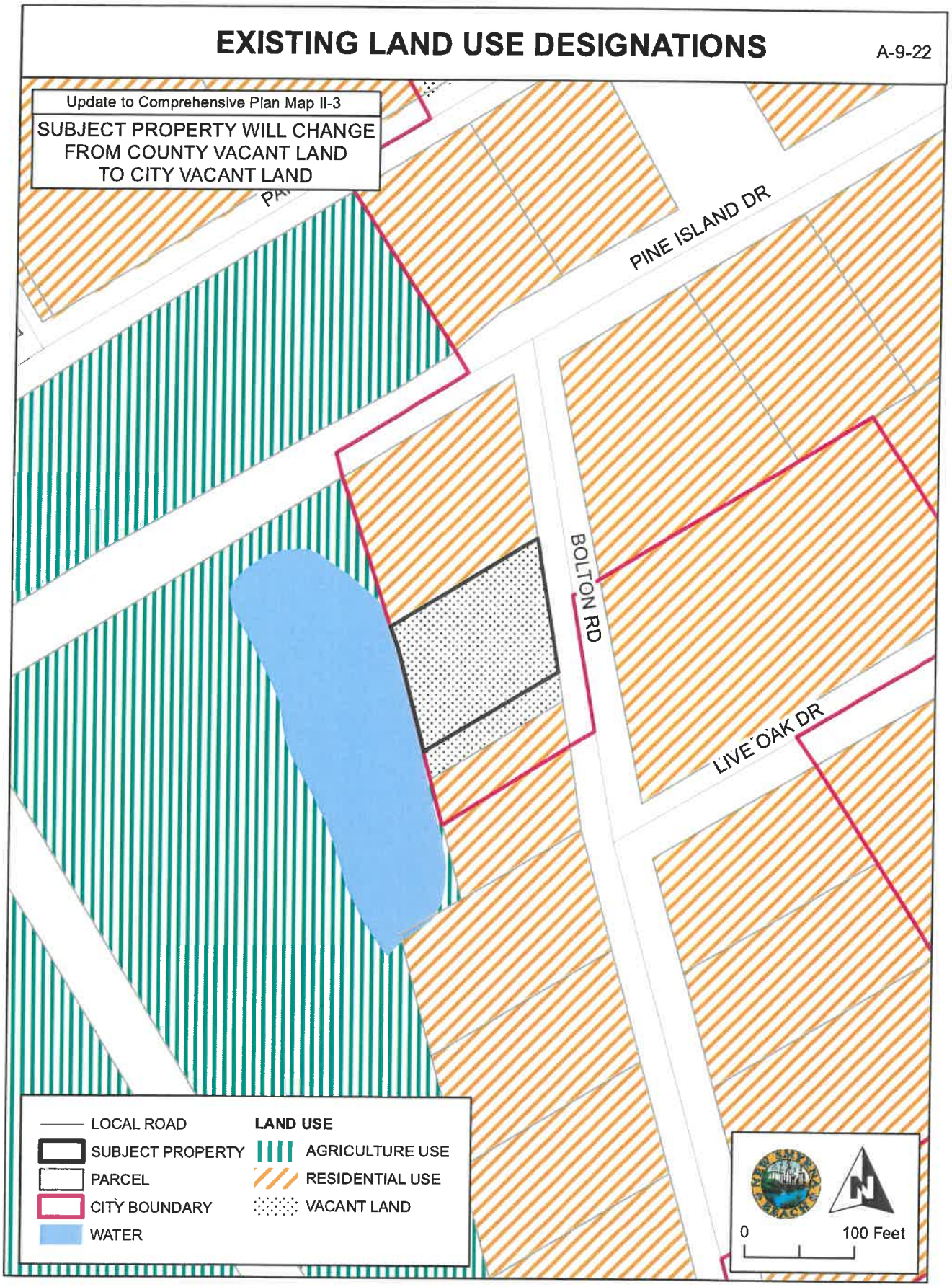

EXISTING LAND USE DESIGNATIONS
A-9-22
Update to Comprehensive Plan Map II-3
SUBJECT PROPERTY WILL CHANGE FROM COUNTY VACANT LAND TO CITY VACANT LAND
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
LAND USE
AGRICULTURE USE
RESIDENTIAL USE
VACANT LAND
0
100 Feet

EXHIBIT "E"

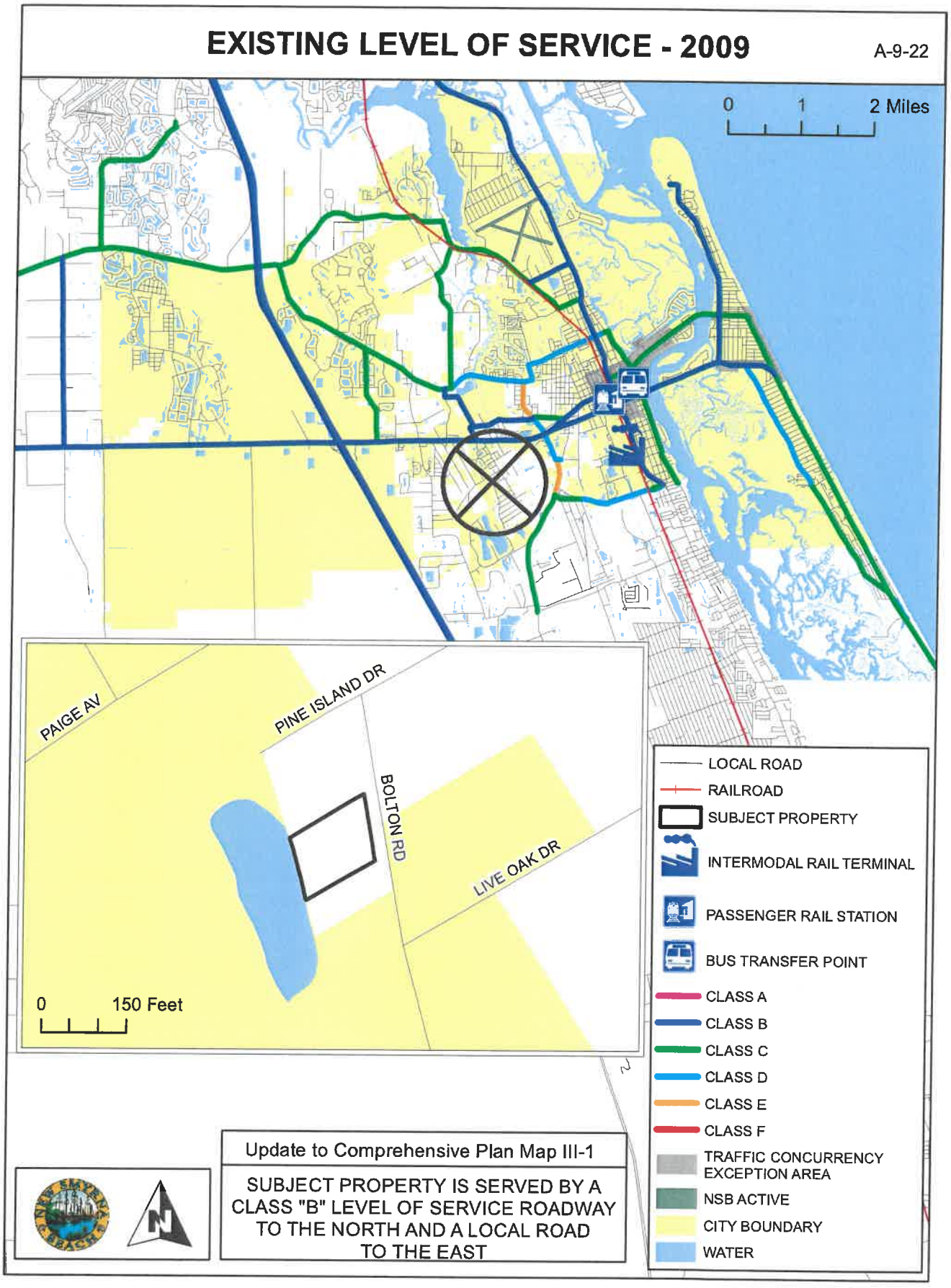

EXISTING LEVEL OF SERVICE - 2009
A-9-22
0 1 2 Miles
PAIGE AV
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0 150 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-1
SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

EXHIBIT "F"

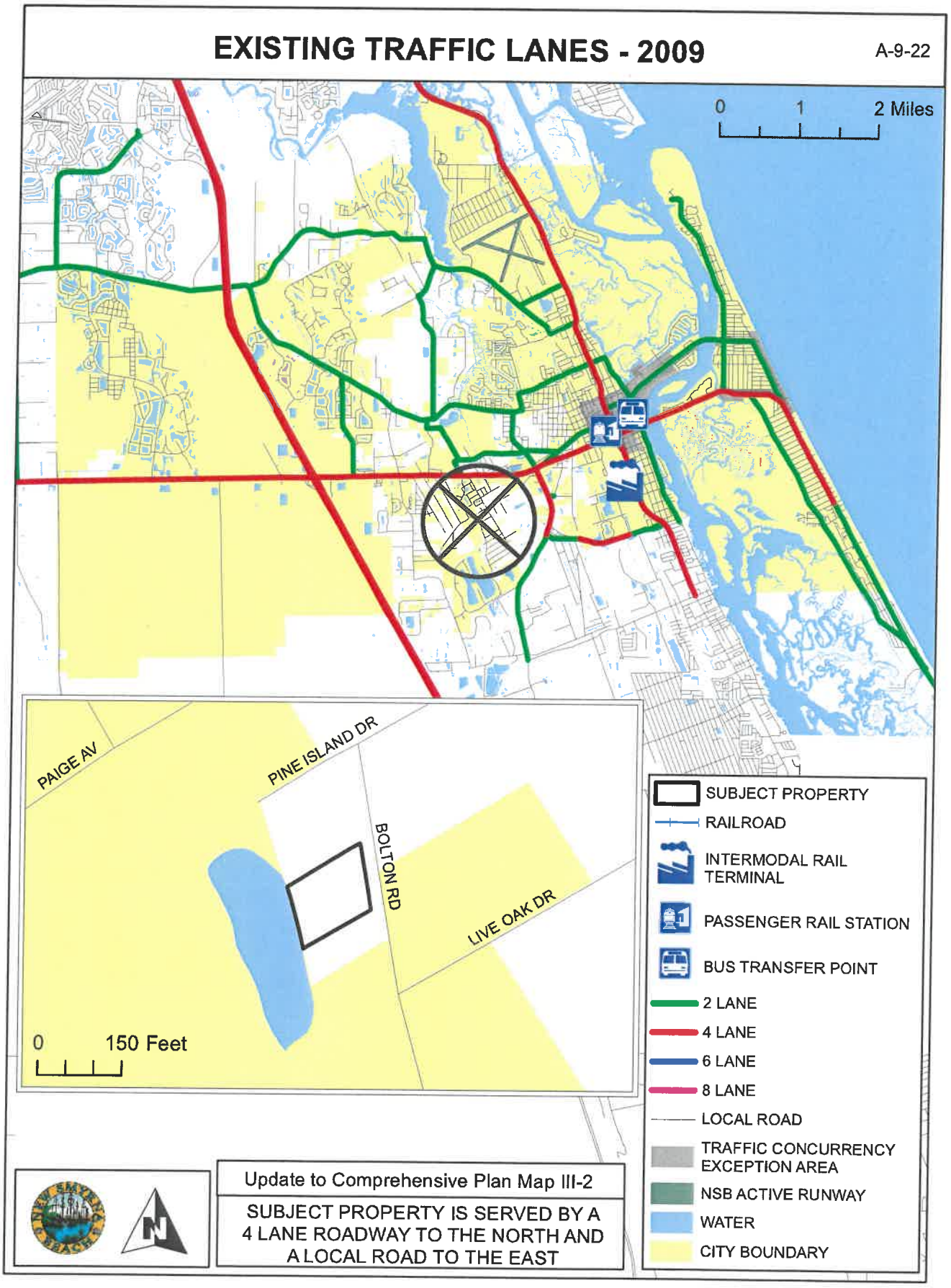

EXISTING TRAFFIC LANES - 2009
A-9-22
0
1
2 Miles
PAIGE AV
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0
150 Feet
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

EXHIBIT "G"

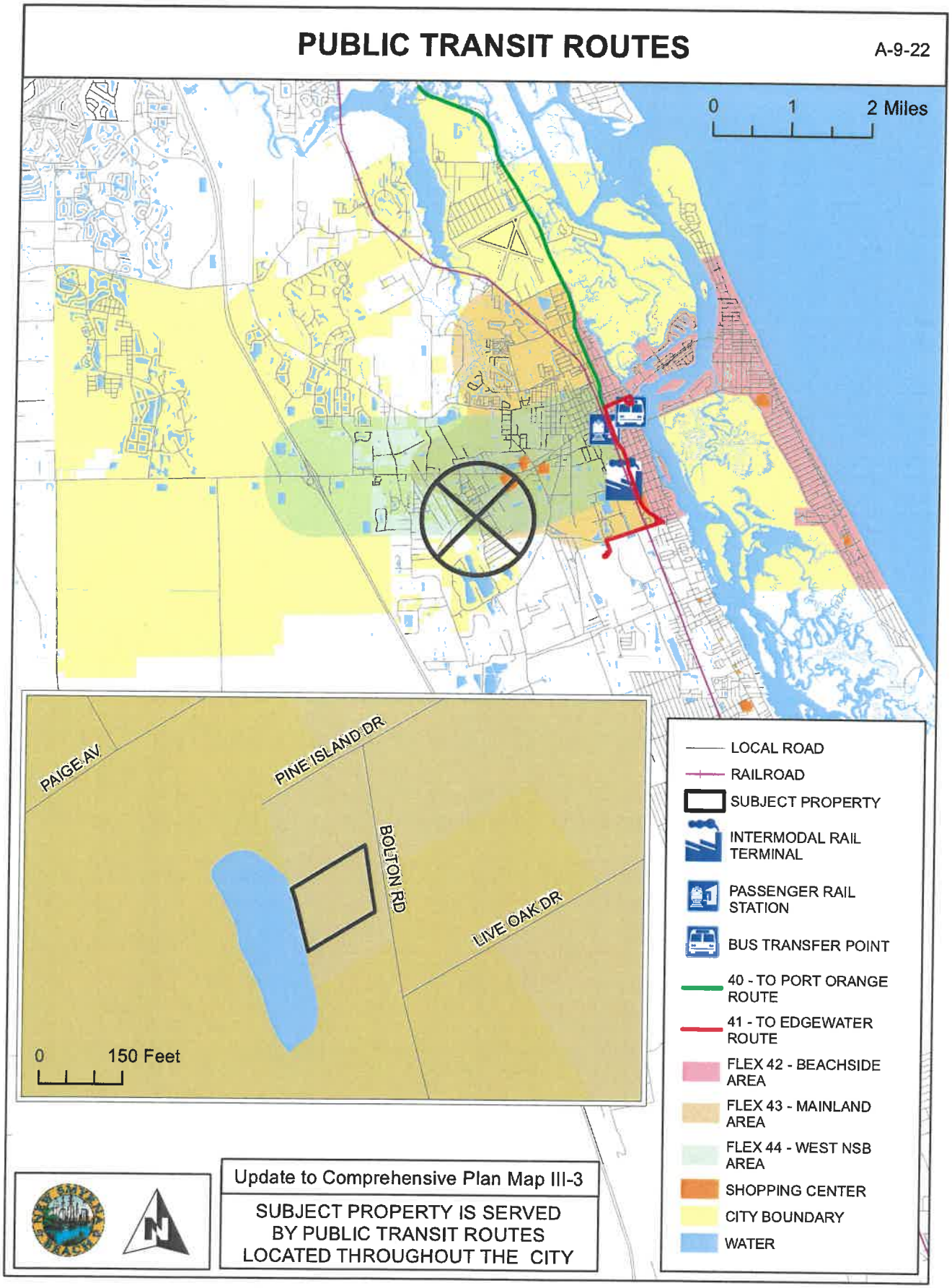

PUBLIC TRANSIT ROUTES
A-9-22
0 1 2 Miles
PAIGE AV
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0 150 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
40 - TO PORT ORANGE ROUTE
41 - TO EDGEWATER ROUTE
FLEX 42 - BEACHSIDE AREA
FLEX 43 - MAINLAND AREA
FLEX 44 - WEST NSB AREA
SHOPPING CENTER
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-3
SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "H"

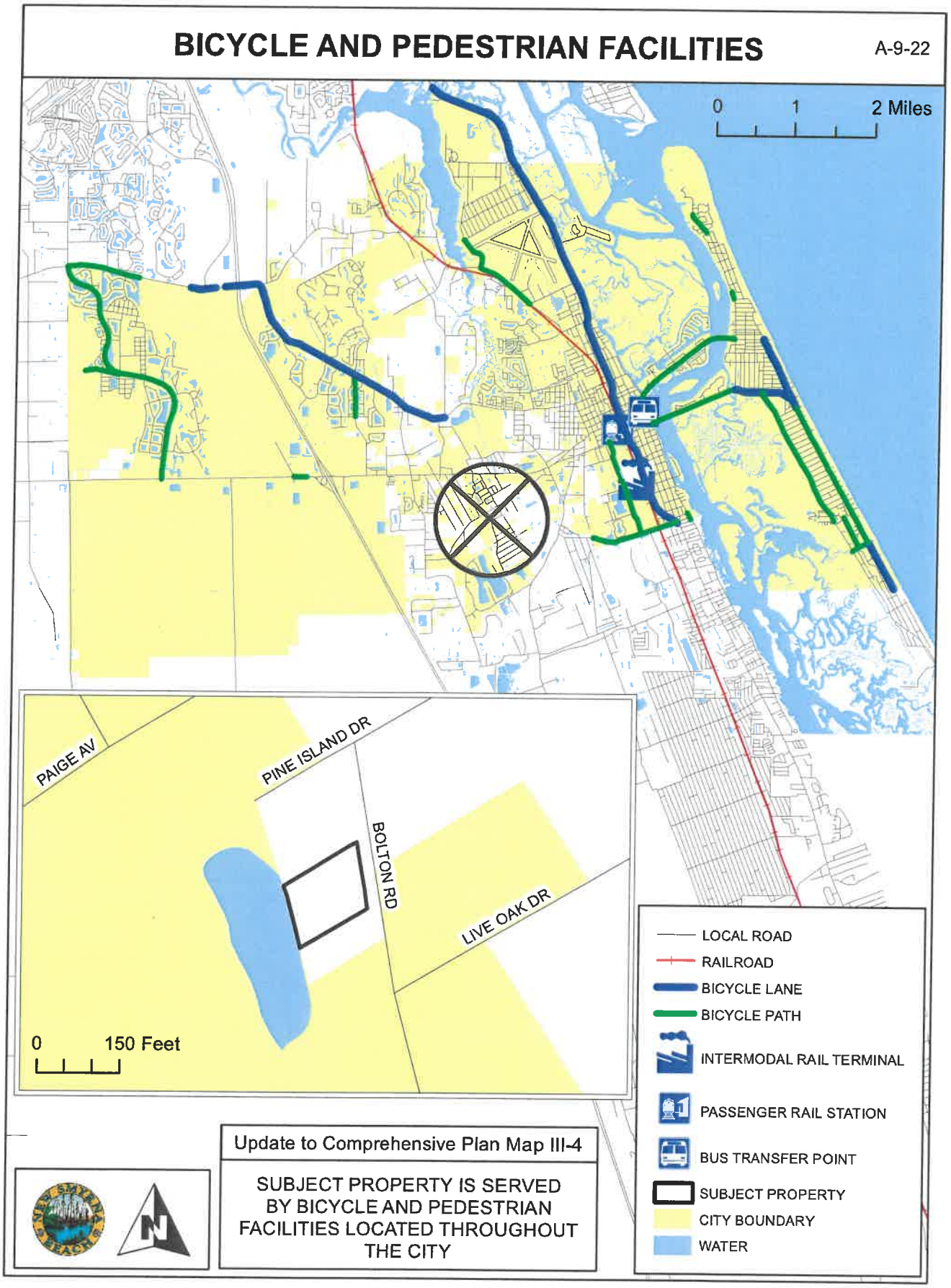

BICYCLE AND PEDESTRIAN FACILITIES
A-9-22
0 1 2 Miles
PAIGE AV
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0 150 Feet
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

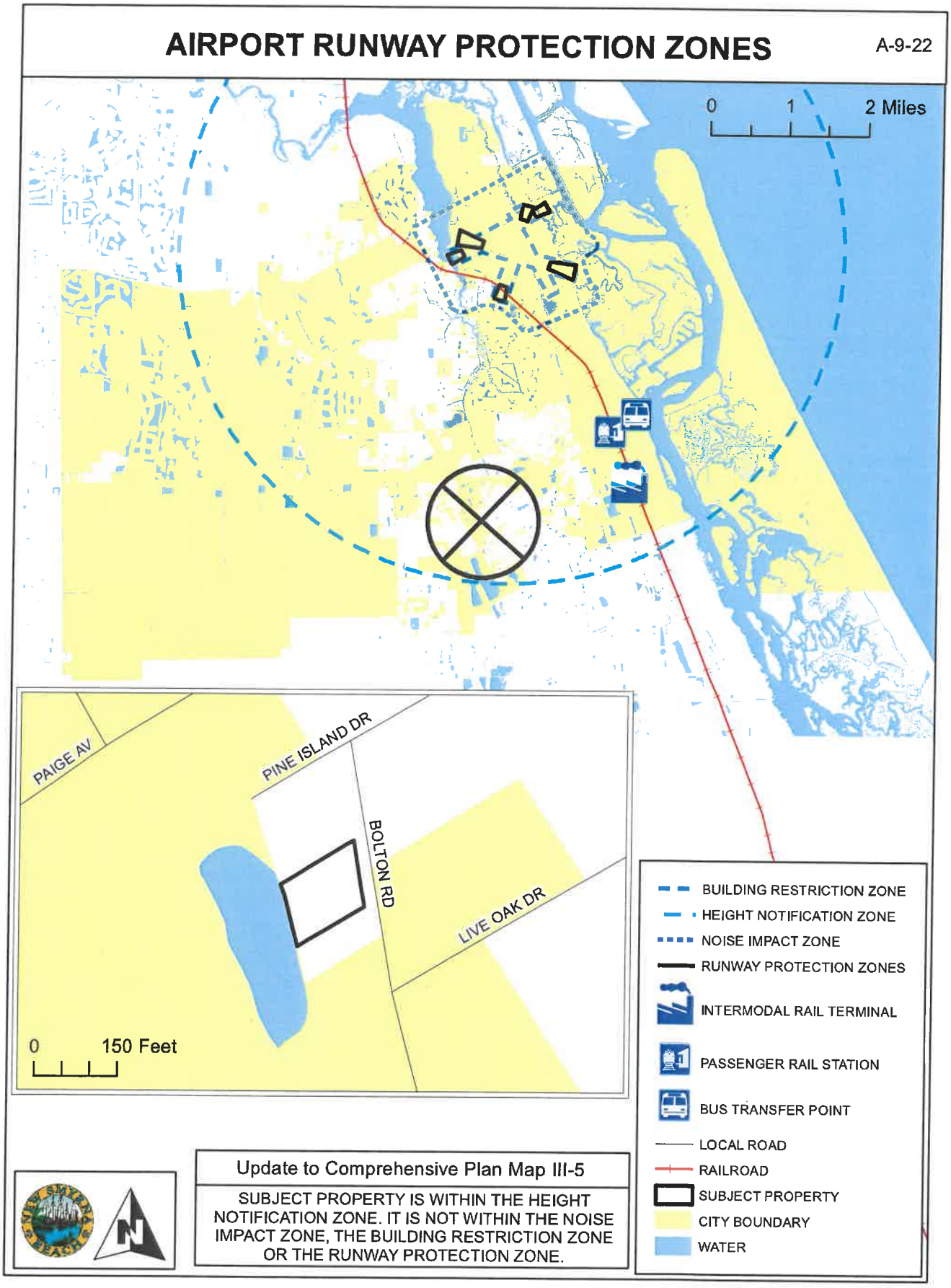

AIRPORT RUNWAY PROTECTION ZONES
A-9-22
0
1
2 Miles
PAIGE AV
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0
150 Feet
BUILDING RESTRICTION ZONE
HEIGHT NOTIFICATION ZONE
NOISE IMPACT ZONE
RUNWAY PROTECTION ZONES
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-5
SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

EXHIBIT "J"

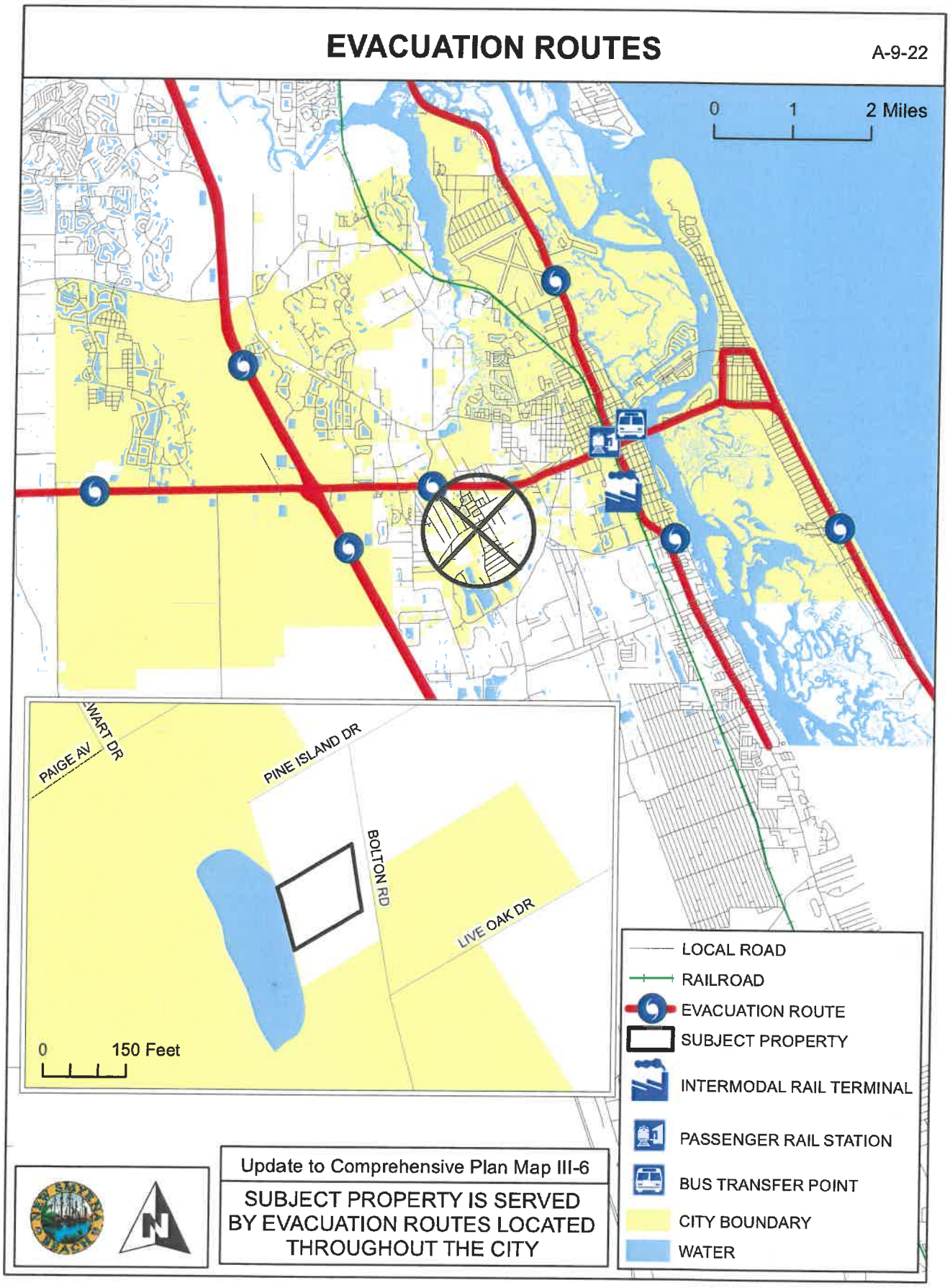

EVACUATION ROUTES
A-9-22
0 1 2 Miles
PAIGE AV
WART DR
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0 150 Feet
LOCAL ROAD
RAILROAD
EVACUATION ROUTE
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-6
SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

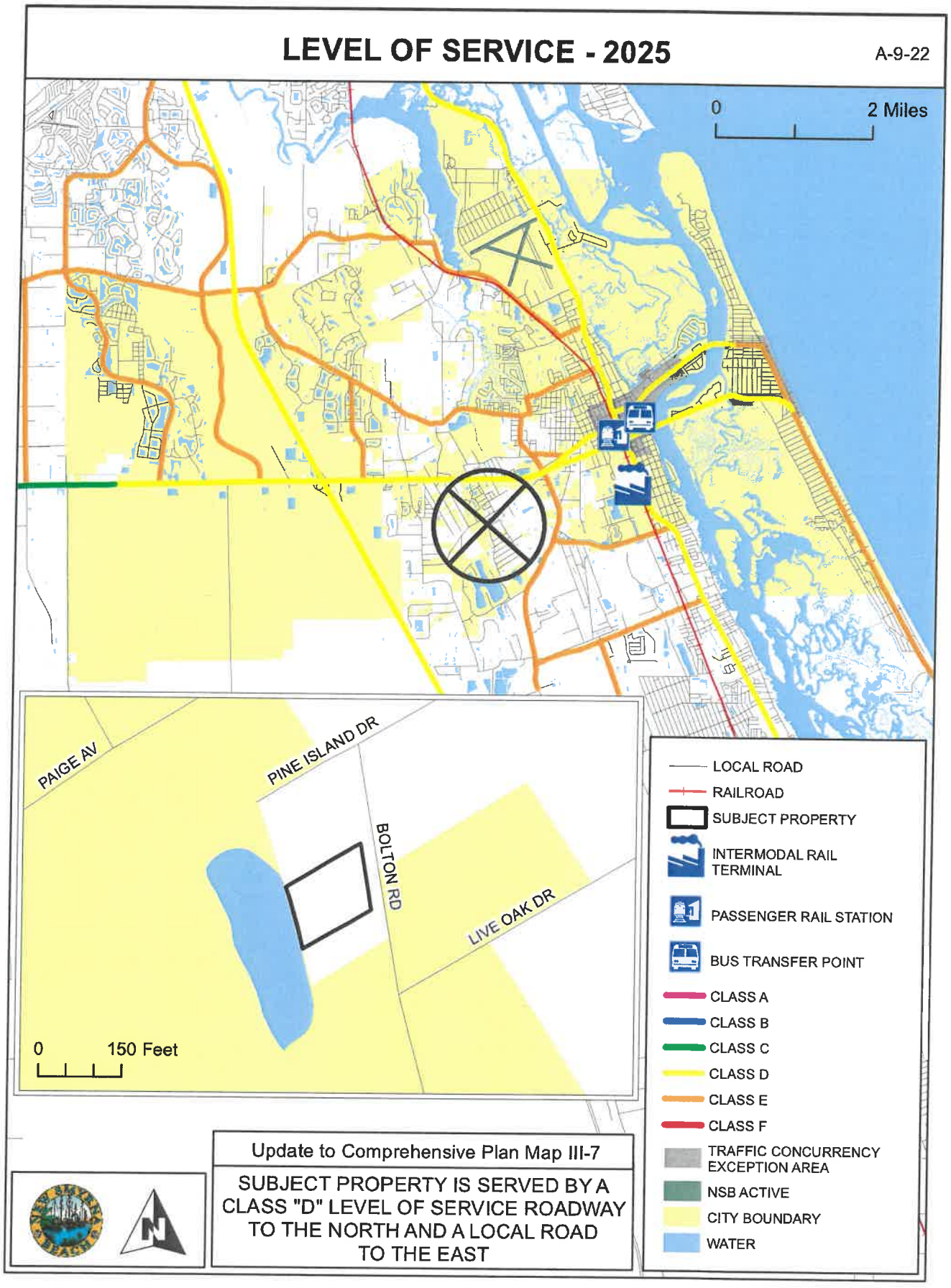

LEVEL OF SERVICE - 2025
A-9-22
0
2 Miles
PAIGE AV
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0
150 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-7
SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

EXHIBIT "L"

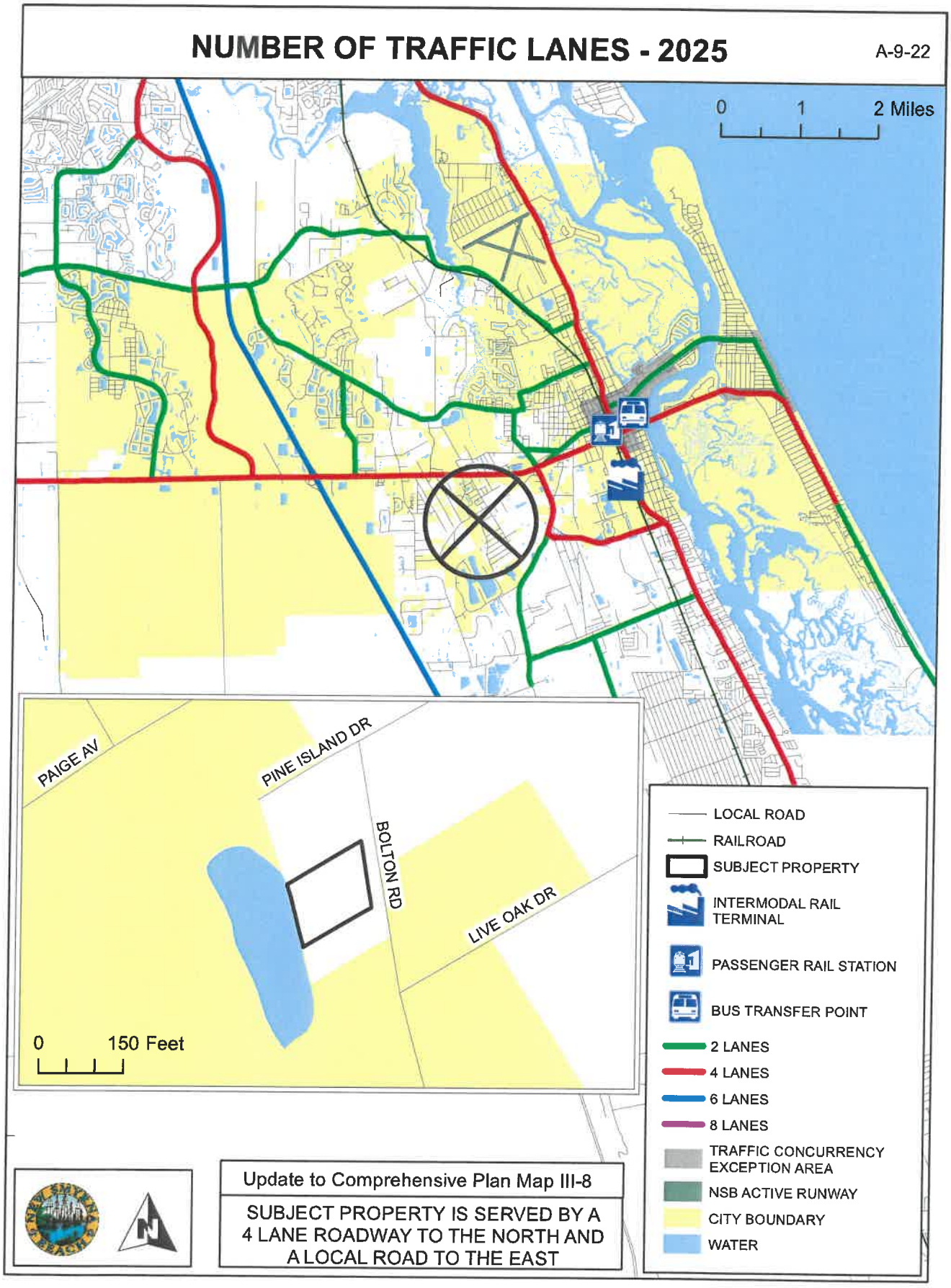

NUMBER OF TRAFFIC LANES - 2025
A-9-22
0 1 2 Miles
PAIGE AV
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0 150 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

EXHIBIT "M"

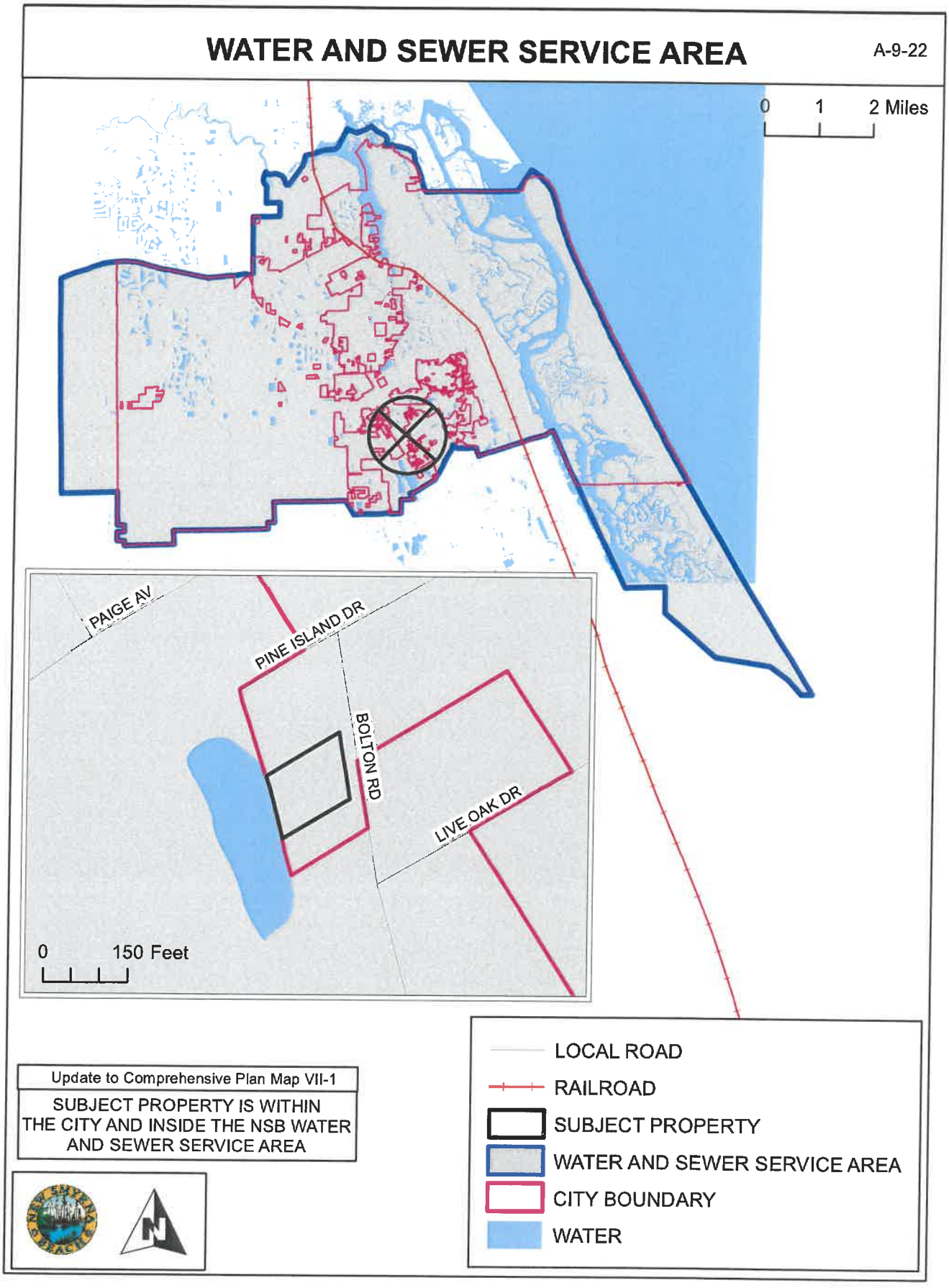

WATER AND SEWER SERVICE AREA
A-9-22
0 1 2 Miles
PAIGE AV
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0 150 Feet
Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
WATER AND SEWER SERVICE AREA
CITY BOUNDARY
WATER

EXHIBIT "N"

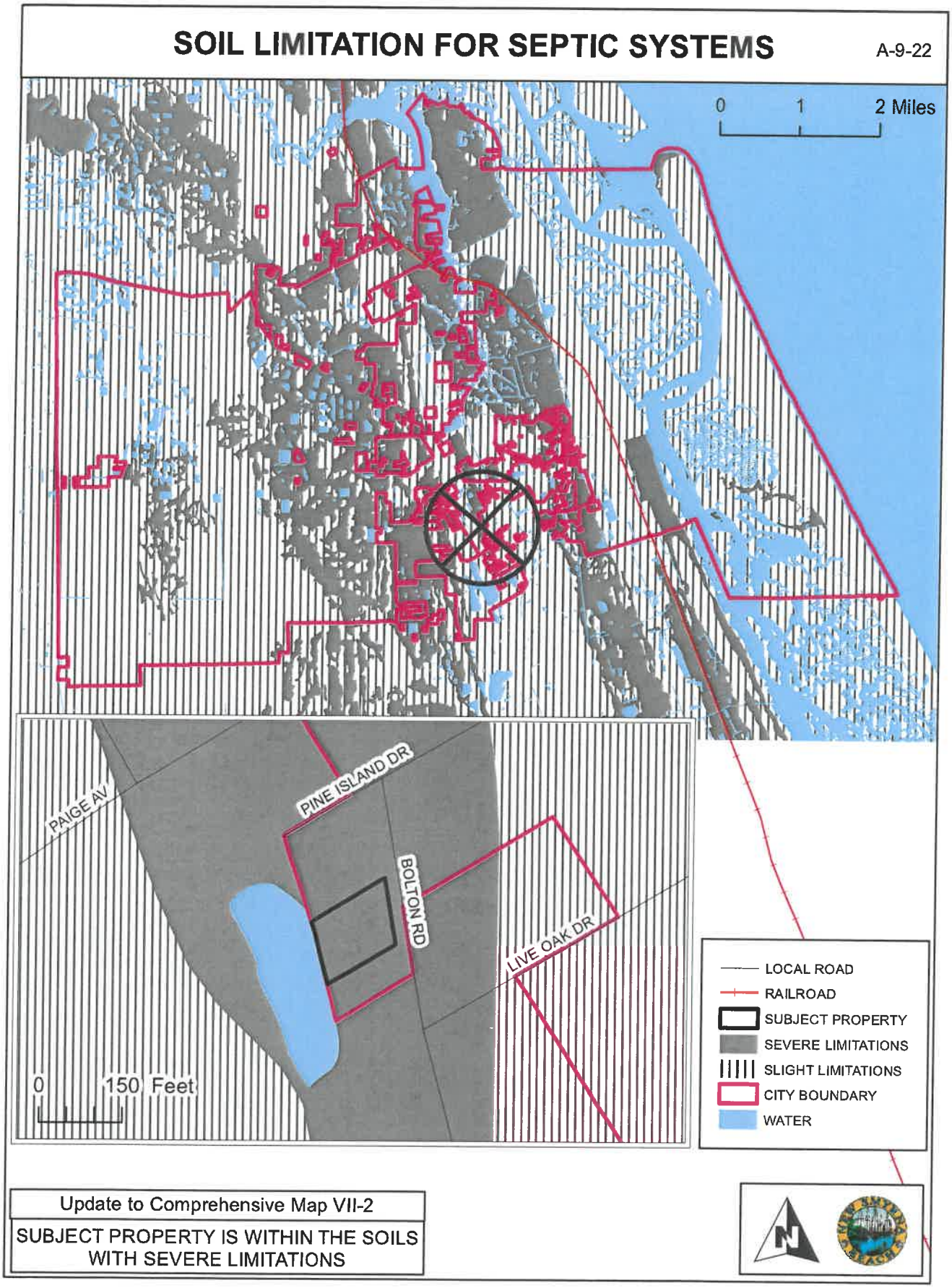

SOIL LIMITATION FOR SEPTIC SYSTEMS
A-9-22
0
1
2 Miles
PAIGE AV
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0
150 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

EXHIBIT "O"

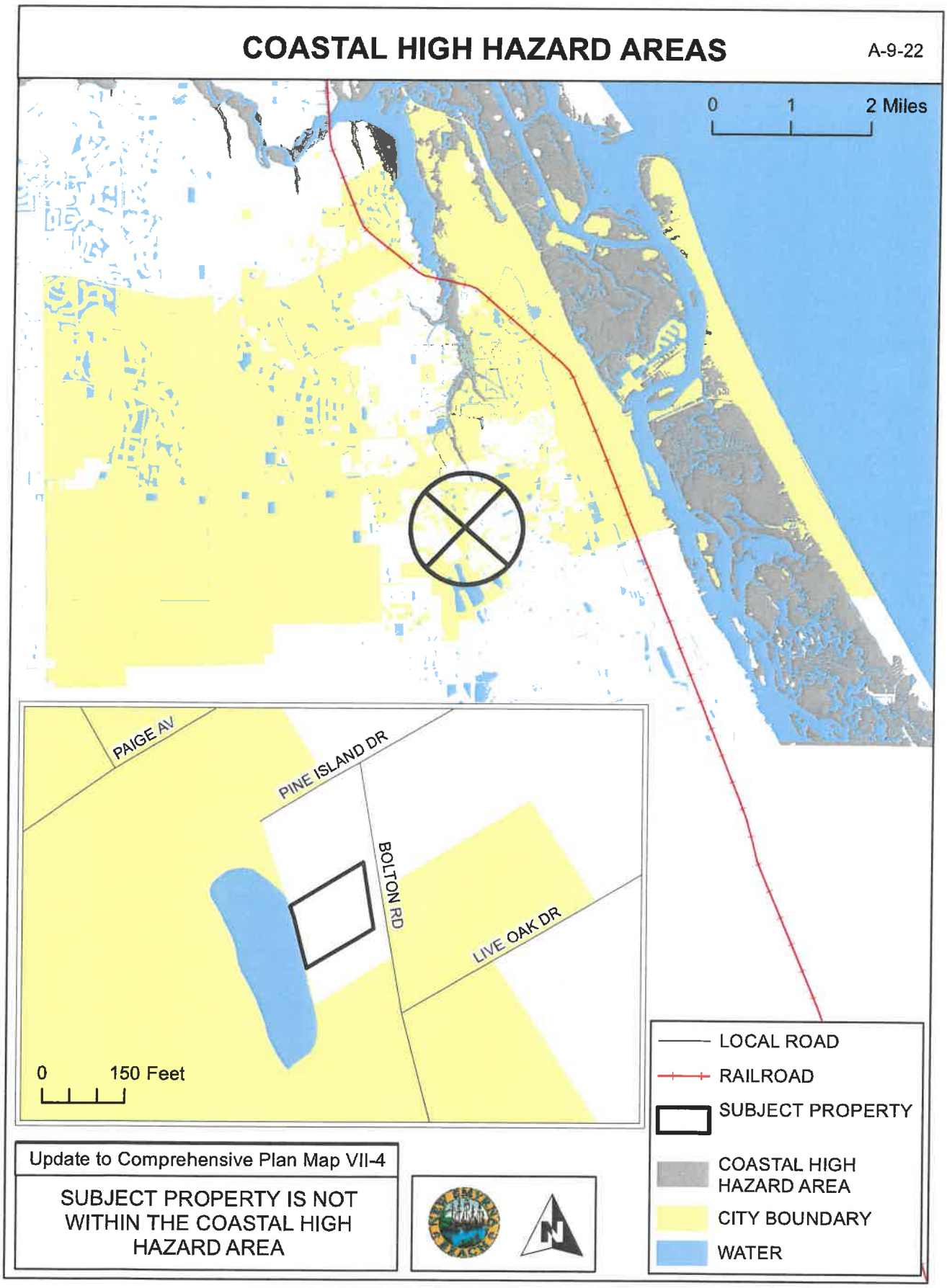

COASTAL HIGH HAZARD AREAS
A-9-22
0
1
2 Miles
PAIGE AV
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0
150 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EXHIBIT "P"

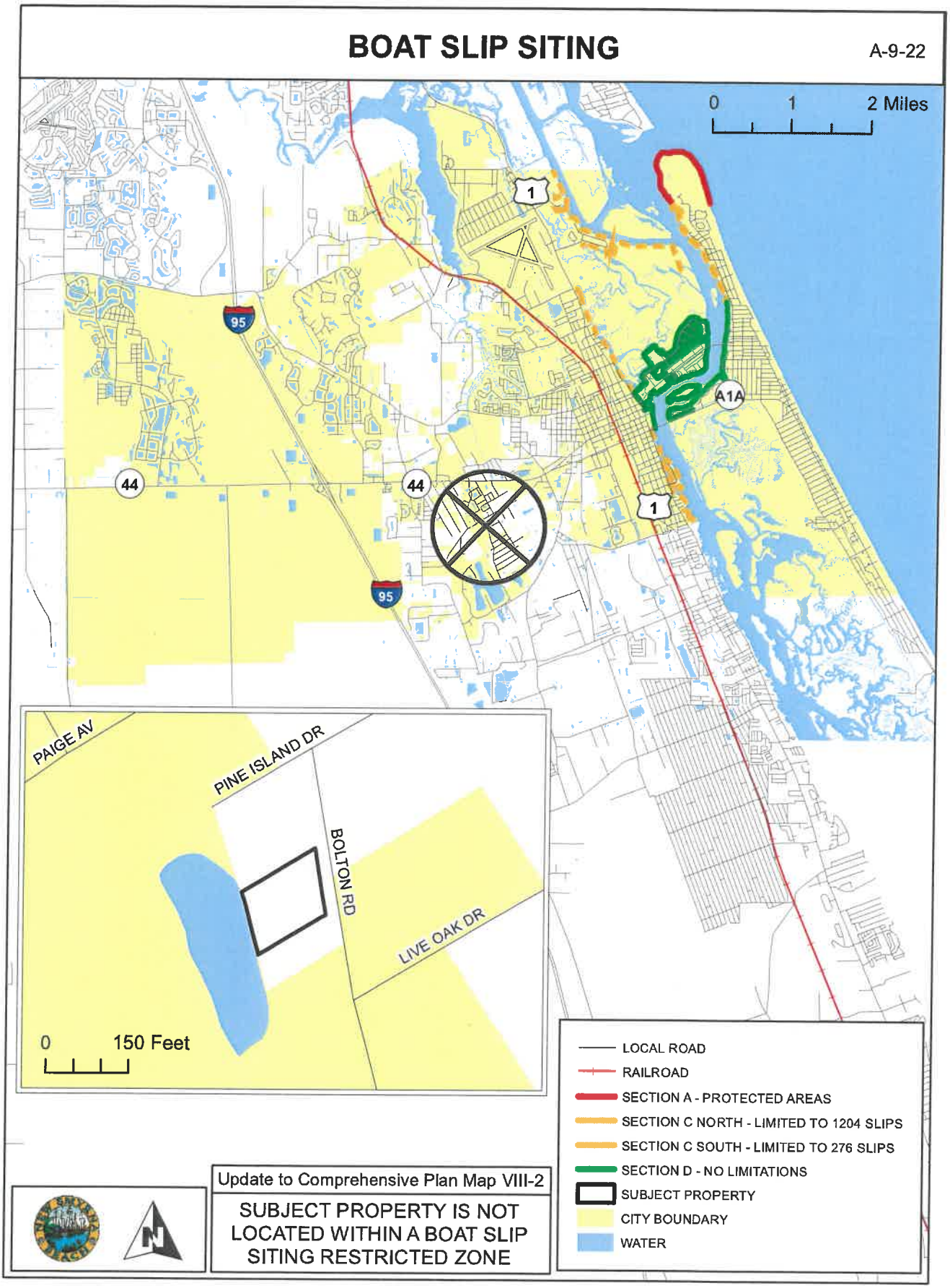

BOAT SLIP SITING
A-9-22
0 1 2 Miles
1
95
44
A1A
PAIGE AV
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0 150 Feet
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"

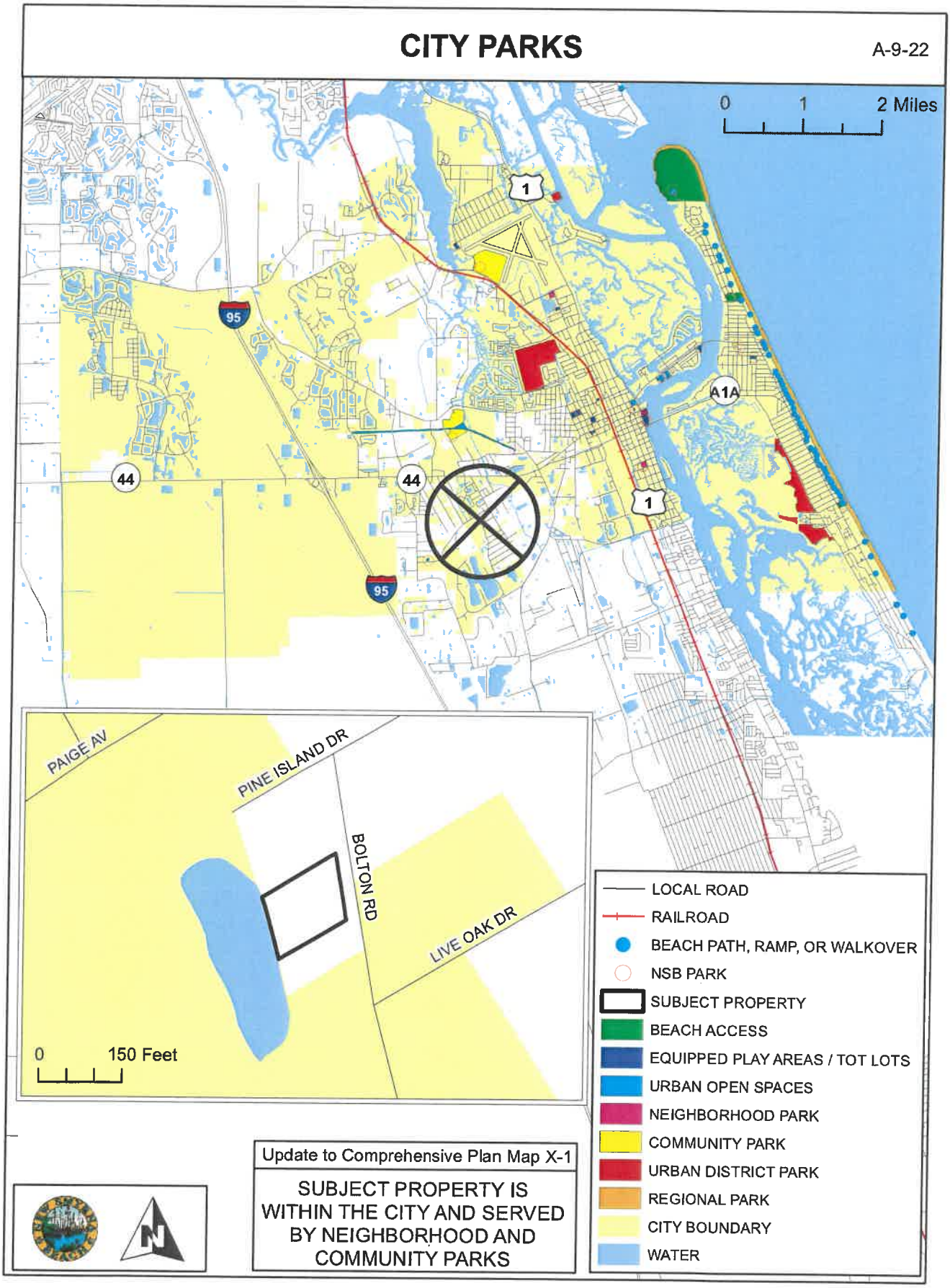
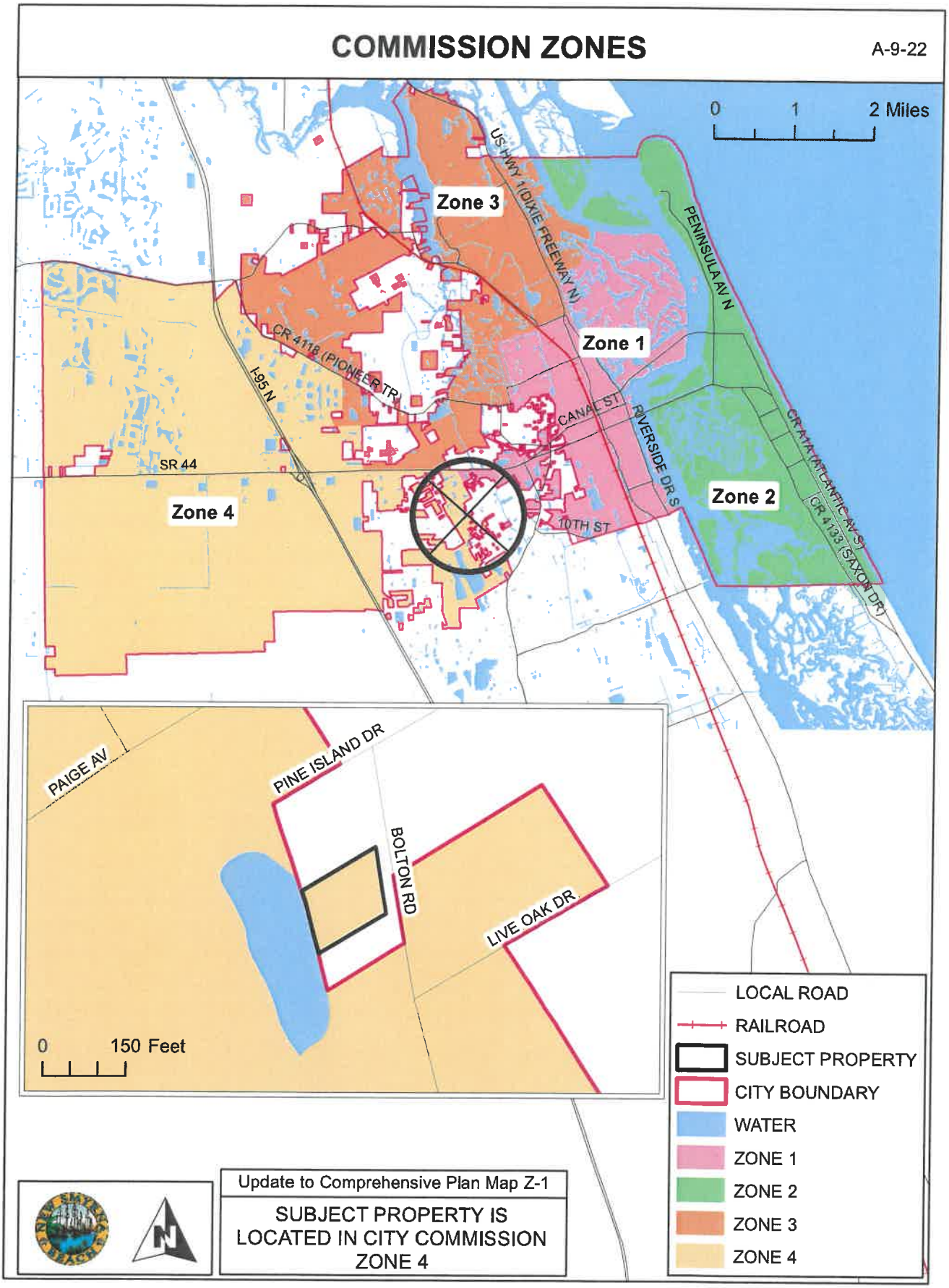

CITY PARKS
A-9-22
0 1 2 Miles
1
95
44
A1A
PAIGE AV
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0 150 Feet
LOCAL ROAD
RAILROAD
BEACH PATH, RAMP, OR WALKOVER
NSB PARK
SUBJECT PROPERTY
BEACH ACCESS
EQUIPPED PLAY AREAS / TOT LOTS
URBAN OPEN SPACES
NEIGHBORHOOD PARK
COMMUNITY PARK
URBAN DISTRICT PARK
REGIONAL PARK
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-9-22
0 1 2 Miles
Zone 3
Zone 1
Zone 2
Zone 4
US HWY 1 (DIXIE FREEWAY N)
PENINSULA AV N
CR A1A (ATLANTIC AV S)
CR 4133 (SAXON DR)
LCR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
PAIGE AV
PINE ISLAND DR
BOLTON RD
LIVE OAK DR
0 150 Feet
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 4

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 57-22: CONDUCT THE SECOND READING AND QUASI-JUDICIAL PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD WOULD REZONE APPROXIMATELY 0.27 ACRES OF LAND LOCATED ON BOLTON ROAD FROM COUNTY R-1, URBAN SINGLE FAMILY RESIDENTIAL TO CITY R-1CO, URBAN SINGLE FAMILY RESIDENTIAL AS PART OF AN OVERALL ANNEXATION APPLICATION.

September 13, 2022

Background:

Applicant and Property Owner: Andrew T. and Teralee M. West, 2250 Paige Avenue, New Smyrna Beach, Florida 32168

Request: Rezoning:

- **From:** Volusia County zoning designation of R-1, Urban Single-Family Residential with an "A" attached for Airport Overlay Zone.
- **To:** City zoning designation of R-1CO, Urban Single Family Residential with an "A" attached for Airport Overlay Zone.

Site Information:

- **Size:** 0.27 acres
- **Location:** West side of Bolton Road between Pine Island Drive and Live Oak Drive.

Tax I.D. Number: 7343-06-00-0843

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. An amended agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Bolton Road is currently un-developed. A location map is attached as **Exhibit**

A and an aerial map is attached as **Exhibit B**.

The existing Volusia County zoning designation of the subject property is shown on the following map as **Exhibit C**. The current zoning text description for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E.**

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use, (FLU) and zoning designations that would be as similar as possible to existing County designations. The existing County FLU designation is Urban Low Intensity. The existing County zoning designation is R-1, Urban Single-Family Residential. The proposed City FLU designation is Low Density Residential. The proposed City zoning designation is R-1CO, Urban Single-Family Residential. A text description of the proposed City R-1CO, Urban Single-Family Residential zoning and a map of the proposed change, is 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 Bolton Road is un-developed with no increased density is proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

The Interlocal Service Boundary Agreement, (ISBA) map is attached as **Exhibit H**. The legal description and deed are attached as **Exhibits I** & **J**. A Survey is attached as **Exhibit K**.

The *Comprehensive Plan* provides guidance on annexations, future land use amendments, and re-zonings. The following is a list of objectives in the *Comprehensive Plan* that support this proposal:

Future Land Use Element Goal 2, Objective 3

Future Land Use Element Goal 2, Objective 4
Future Land Use Element Goal 2, Objective 7
Future Land Use Element Goal 5, Objective 3

Recommendation

At its regular schedule meeting on August 1, 2022 the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested rezoning from Volusia County zoning designation of R-1, Urban Single Family Residential to City zoning of R-1CO, Urban Single Family Residential and attach an "A" to designate the property is located in the Airport Overlay Zone as part of an overall annexation application.

Staff recommends the City Commission to **approve** the requested rezoning to City R-1CO, Urban Single Family Residential and attach an "A" to designate the property is located in the Airport Overlay Zone as part of an overall annexation application.

Fiscal Analysis:
N/A

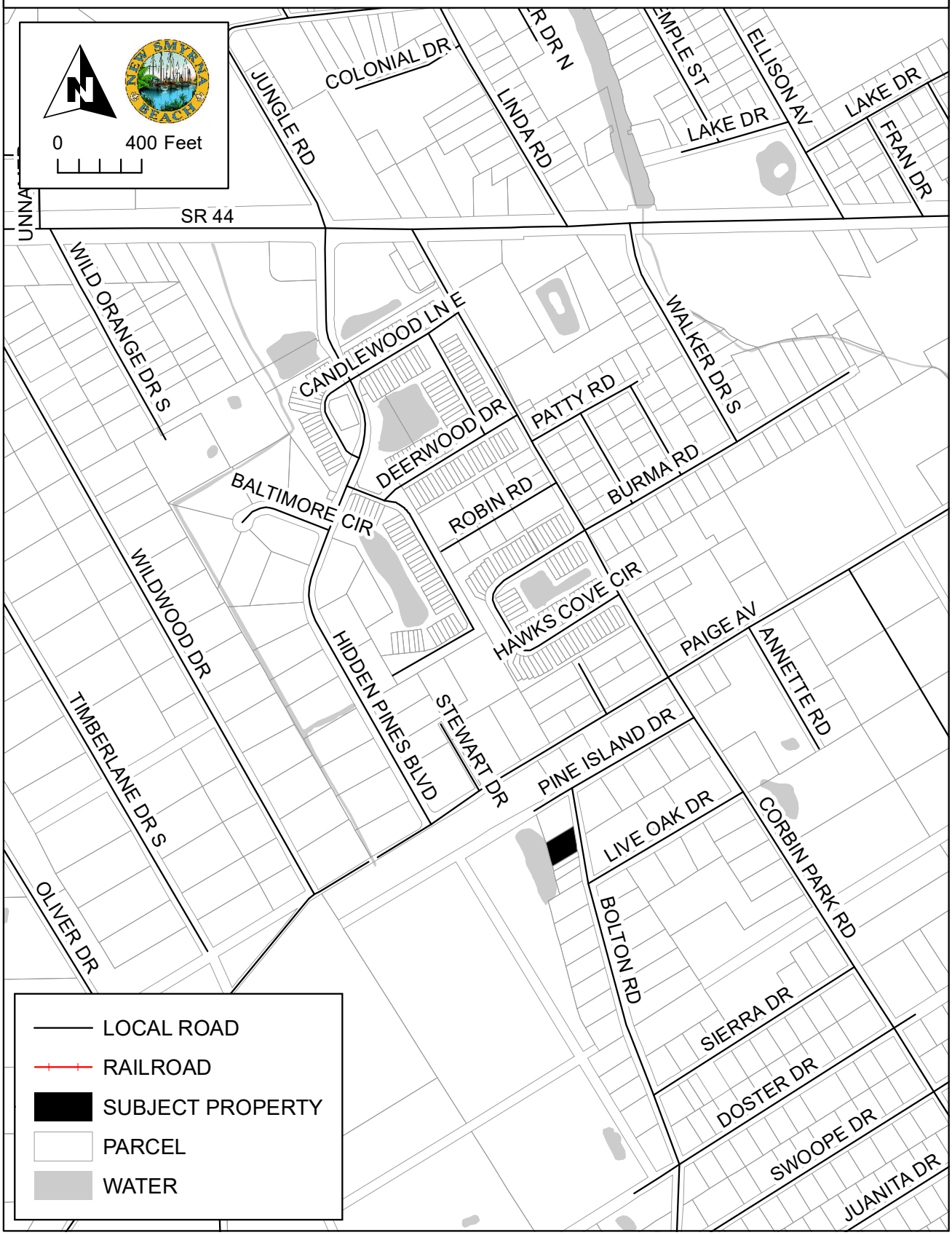
Strategic Plan Item:
Yes

Staff Report Created By: Kelly McQuillen - City Clerk

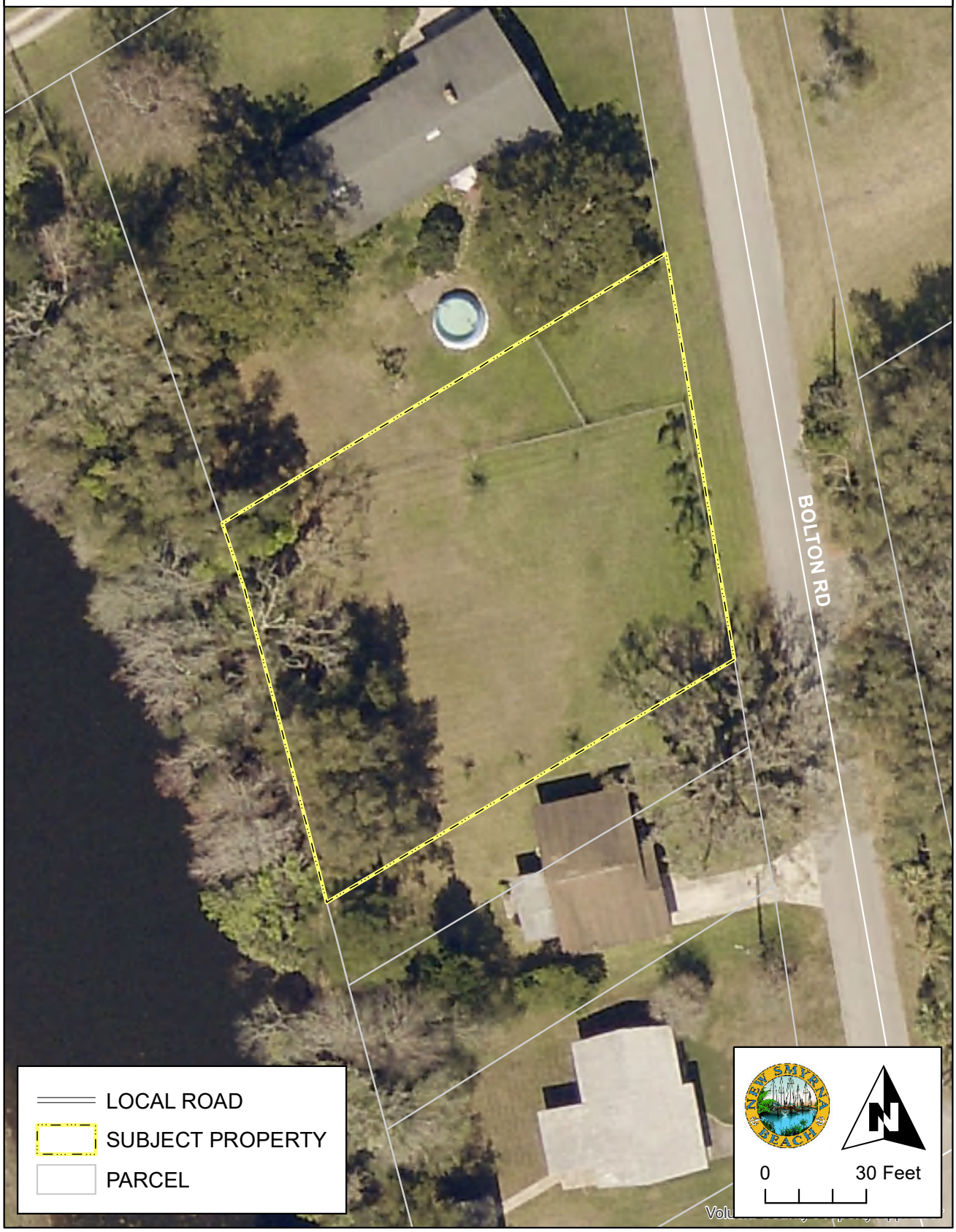
Attachments:

A-0009-2022 Exhibit A Location Map.pdf
A-0009-2022 Exhibit B Aerial Map.pdf
A-0009-2022 Exhibit C Existing Zoning Map.pdf
A-0009-2022 Exhibit D County R-1 Zoning Text.pdf
A-0009-2022 Exhibit E Existing Land Use Map.pdf
A-0009-2022 Exhibit F City R-1CO Zoning Text.pdf
A-0009-2022 Exhibit G Proposed Zoning Map.pdf
A-0009-2022 Exhibit H Interlocal Service Boundary Agreement.pdf
A-0009-2022 Exhibit I Legal Description.pdf
A-0009-2022 Exhibit J Deed.pdf
A-0009-2022Exhibit K Survey.pdf
Ord 57-22 Rezoning Bolton Rd.pdf

A-9-22: BOLTON ROAD
PARCEL: 7343-06-00-0843 LOCATION MAP

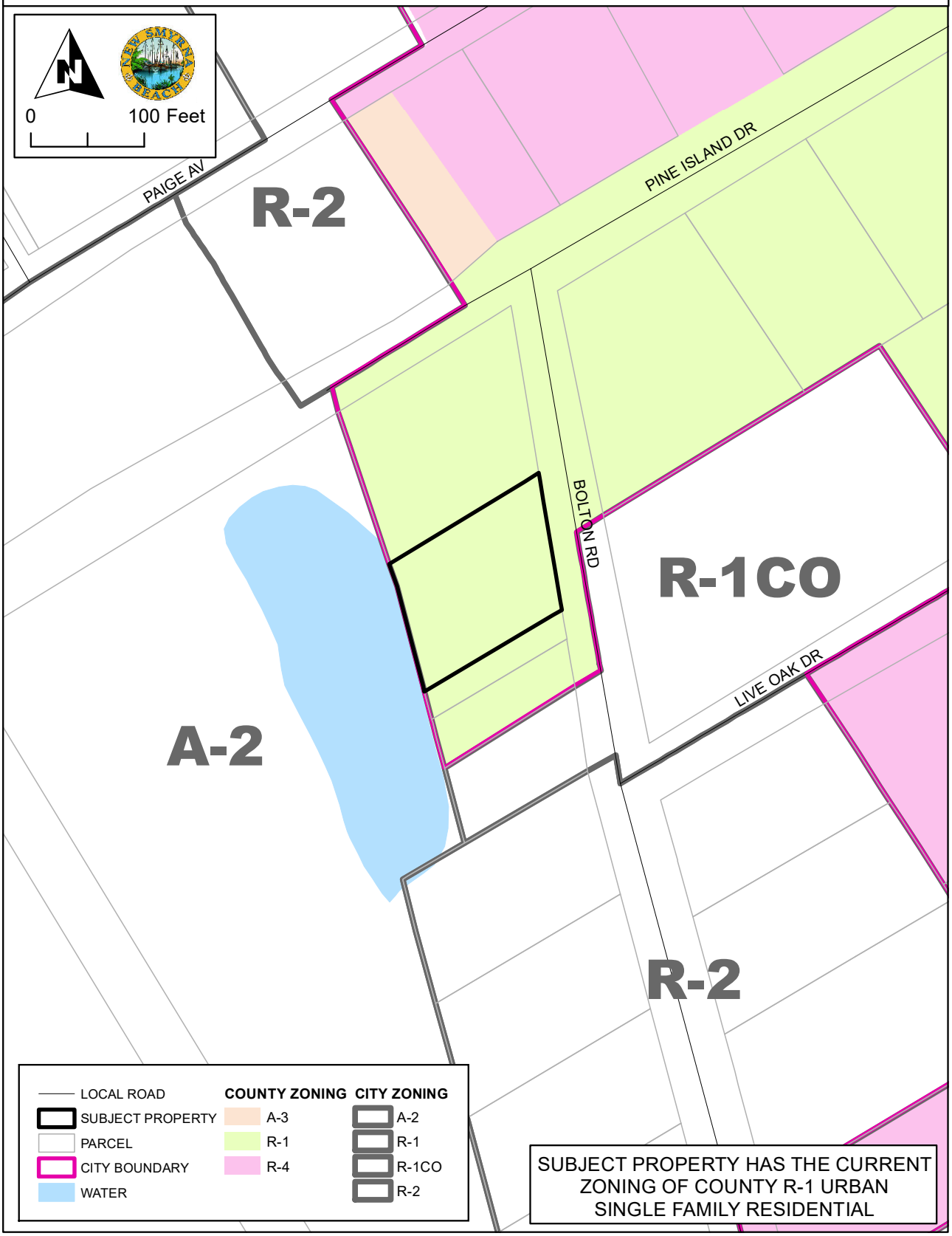


A-9-22: BOLTON ROAD
PARCEL: 7343-06-00-0843 AERIAL MAP



EXISTING ZONING

A-9-22



R-1 URBAN SINGLE-FAMILY RESIDENTIAL CLASSIFICATION [12]

Purpose and intent: The purpose and intent of the R-1 Urban Single-Family Residential Classification is to provide low-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Permitted principal uses and structures: In the R-1 Urban Single-Family Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions (refer to section 72-304).

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills (refer to subsection 72-293(16)).

Fire stations.

Home occupations, class A (refer to section 72-283).

Houses of worship.

Parks and recreation areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Single-family standard or manufactured modular dwelling.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Bed and breakfast (refer to subsection 72-293(19)).

Cemeteries (refer to subsection 72-293(4)).

Communication towers exceeding 70 feet in height above ground level.

Day care centers (refer to subsection 72-293(6)).

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).

Excavations only for stormwater retention ponds for which a permit is required by this article.

Garage apartments.

Off-street parking areas (refer to subsection 72-293(14)).

Public uses not listed as permitted principal uses.

Public utility uses and structures (refer to subsection 72-293(1)).

Recreational areas (refer to subsection 72-293(3)).

Schools, parochial or private (refer to subsection 72-293(4)).

Dimensional requirements:

Minimum lot size:

Area: 20,000 square feet.

Width: 100 feet.

Minimum yard size:

Front yard: 30 feet.

Rear yard: 20 feet.

Side yard: 20 feet combined, minimum of eight feet on any one side.

Waterfront yard: 25 feet.

Maximum building height: 35 feet.

Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

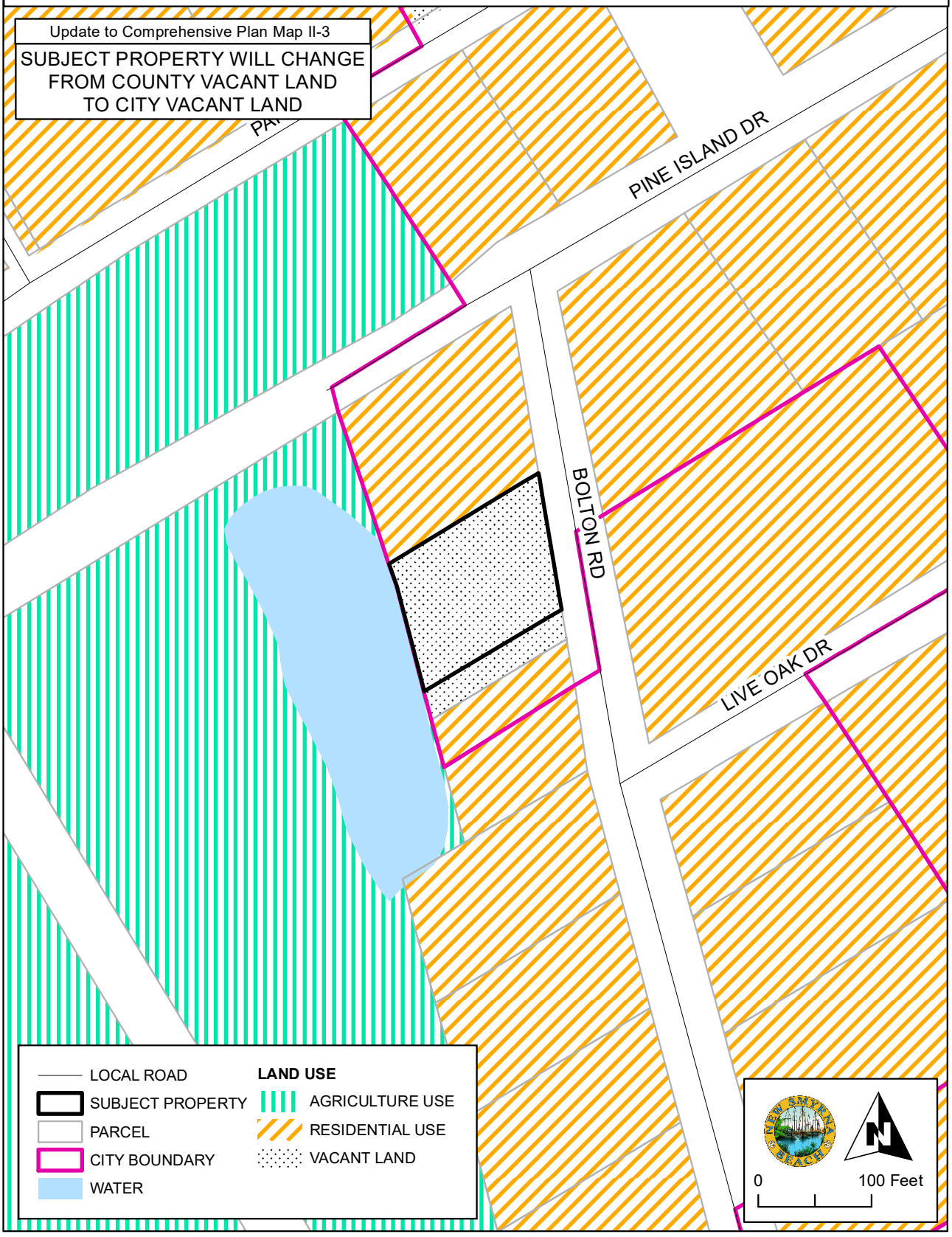
Minimum floor area: 1,500 square feet.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

(Ord. No. 81-39, § IX, 11-19-81; Ord. No. 82-20, § XIII, 12-9-82; Ord. No. 84-1, §§ III, VII, X, 3-8-84; Ord. No. 85-2, § I, 3-14-85; Ord. No. 89-20, §§ VI, VII, 6-20-89; Ord. No. 90-34, § 14, 9-27-90; Ord. No. 92-6, § XVI, 6-4-92; Ord. No. 94-4, § XVIII, 5-5-94; Ord. No. 97-19, § II, 8-7-97; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2009-17, § III, 5-21-09)

EXISTING LAND USE DESIGNATIONS

A-9-22



R-1CO, URBAN SINGLE-FAMILY RESIDENTIAL DISTRICT **Ord. #182-13**

Intent:

The purpose and intent of the R-1CO, Urban Single-Family Residential District is to provide low-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Permitted Uses:

In the R-1CO, Urban Single-Family District, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions
Communication towers not exceeding 70 feet in height above ground level
Essential utility services
Exempt excavations
Exempt landfills
Fire stations
Parks and recreation areas accessory to residential developments
Public schools
Publicly owned parks and recreational areas
Publicly owned or regulated water supply wells
Single-family standard or manufactured modular dwelling

Special Exceptions:

Animal shelters
Cemeteries
Communication towers exceeding 70 feet in height above ground level
Day care center
Excavations only for stormwater retention ponds for which a permit is required by this article
Garage apartments
Houses of worship
Off-street parking areas
Public uses not listed as a permitted principal use
Public utility uses and structures
Recreational areas
Schools, parochial or private

Dimensional Requirements:

Minimum Lot Size:

Area 20,000 square feet

Width 100 feet

Minimum Yard Size:

Front yard:	30 feet
Rear yard:	20 feet
Side yard:	20 feet combined, minimum of eight feet on any one side
Waterfront yard:	25 feet

Maximum Building Height:

35 feet

Maximum Lot Coverage:

The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum Floor Area:

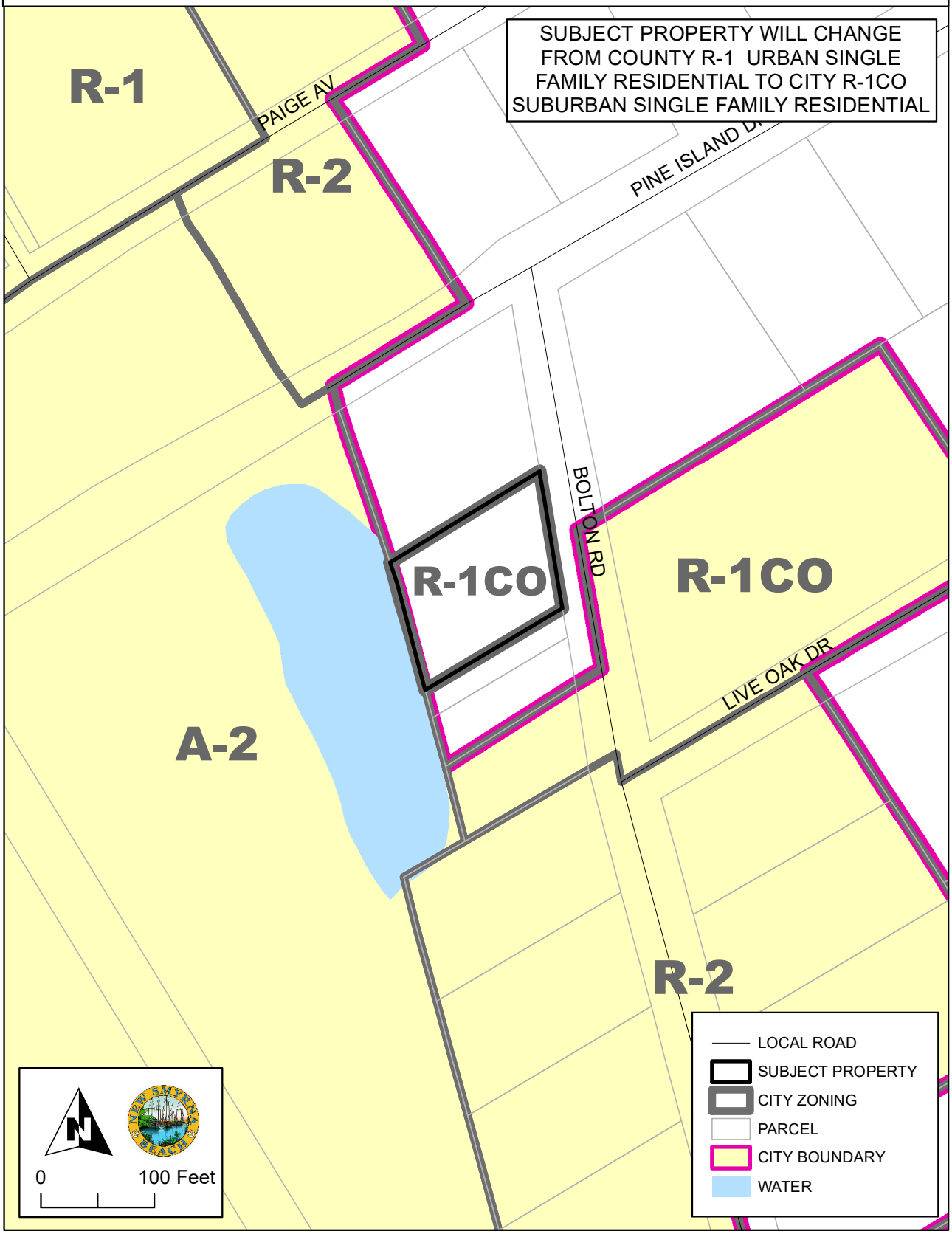
1,500 square feet

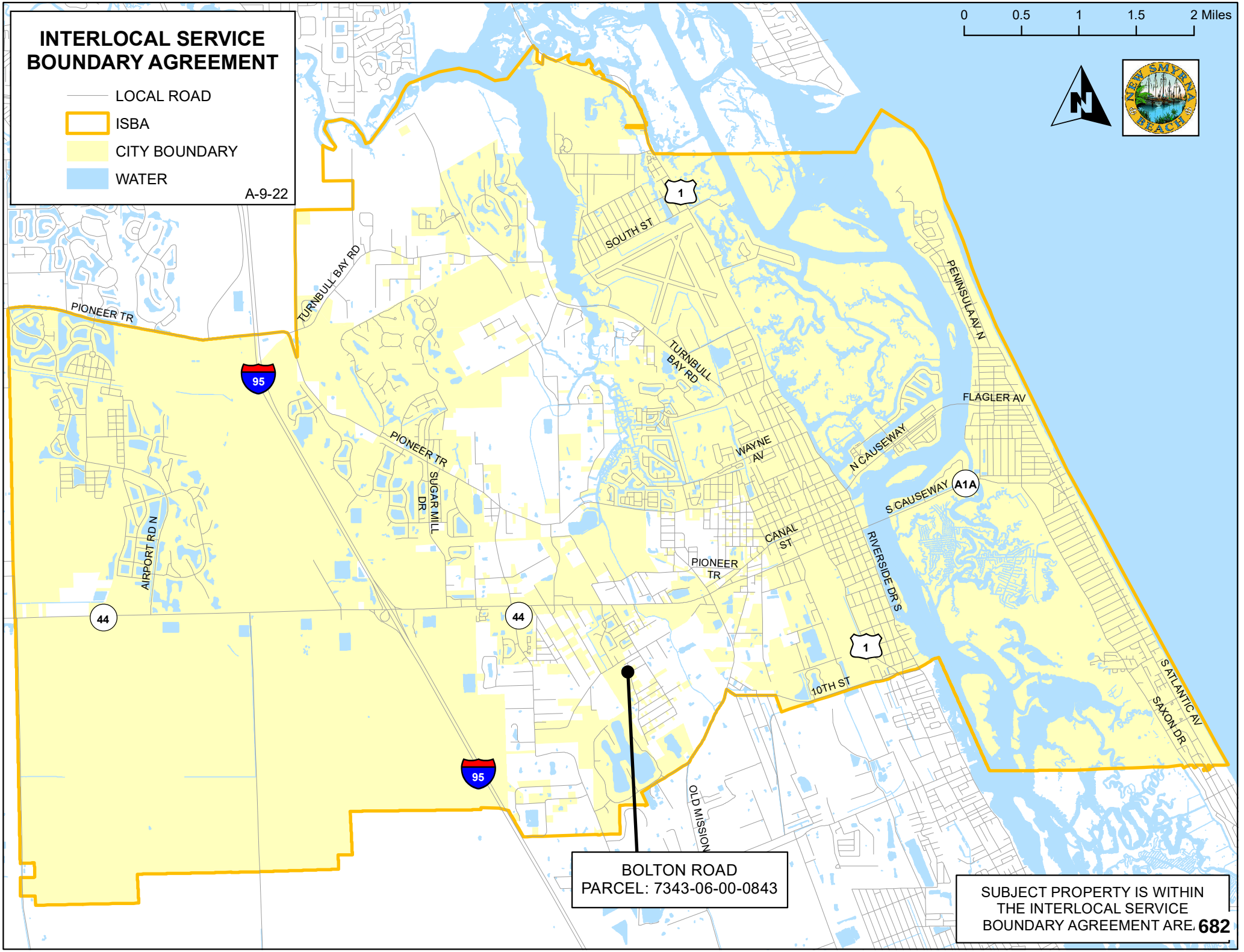
Off-street Parking and Loading Requirements:

Off-street parking shall be provided as required in this LDR.

PROPOSED ZONING

A-9-22




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-9-22
0 0.5 1 1.5 2 Miles
N
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
SUGAR MILL DR
AIRPORT RD N
CANAL ST
PIONEER TR
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION
95
44
1
BOLTON ROAD
PARCEL: 7343-06-00-0843
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
682

Address

Bolton Road

Parcel Number

7343-06-00-0843

AltKey

5662993

Metes and Bounds, per Michael L. Brewer, Attorney at Law

A parcel of Land in Lot 84, Block 27, Subdivision of the Napier and Hull Grant, according to map thereof recorded in Deed Book m, Page 688 of the Public Records of Volusia County, Florida, described as follows: As a point of reference commence at the Southeast corner of Lot 41, Corbin Park Unit No. 1, as recorded in Map Book 8, Page 275 of the Public Records of Volusia County, Florida; thence North 7°50'00" West along the Westerly line of Bolton Road, a 50 foot Right-of-Way as now laid out and shown on said Corbin Park Subdivision, a distance of 136.15 feet for the Point of Beginning; thence South 82°10'00" West, a distance of 120.50 feet; thence North 22°08'03" West, a distance of 84.59 feet; thence North 78°00'00" East, a distance of 141.77 feet to the said Westerly line of Bolton Road; thence South 07°50'00" East along said westerly line, a distance of 92.27 feet to the Point of Beginning.

03/17/2006 01:24 PM
Doc stamps 168.00
(Transfer Amt $ 24000)
Instrument# 2006-066190 # 1
Book: 5788
Page: 1697

THIS INSTRUMENT PREPARED BY:
Michael L. Brewer
Attorney at Law
500 Canal Street
New Smyrna Beach, FL 32168

WARRANTY DEED

(Statutory form - Section 689.02 F.S.)

(Recording Information)

THIS INDENTURE made this 2nd day of March, 2006 BETWEEN

ELAINE PATRICIA GENEST, a single woman,

of the County of Volusia, State of Florida, grantor, and

ANDREW T. WEST and TERALEE M. WEST, his and wife,

whose mailing address is 2229 Pine Island Drive, New Smyrna Beach, Florida 32168, grantees,

WITNESSETH, that said grantor, for and in consideration of the sum of $10.00 and other good and valuable considerations to said grantor 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:

A parcel of land in Lot 84, Block 27, Subdivision of the Napier and Hull Grant, according to map thereof recorded in Deed Book M, Page 688 of the Public Records of Volusia County, Florida, described as follows: As a point of reference commence at the Southeast corner of Lot 41, Corbin Park Unit No. 1, as recorded in Map Book 8, Page 275 of the Public Records of Volusia County, Florida; thence North 7°50'00" West along the Westerly line of Bolton Road, a 50 foot Right-of-Way as now laid out and shown on said Corbin Park Subdivision, a distance of 136.15 feet for the Point of Beginning; thence South 82°10'00" West, a distance of 120.50 feet; thence North 22°08'03" West, a distance of 84.59 feet; thence North 78°00'00" East, a distance of 141.77 feet to the said Westerly line of Bolton Road; thence South 07°50'00" East along said Westerly line, a distance of 92.27 feet to the Point of Beginning.

The Volusia County Property Appraiser's parcel identification number is 7343-06-00-0843

SUBJECT TO: Easements, reservations and restrictions of record, if any, the mention hereof does not seek to reimpose same;

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Instrument# 2006-000150 # 2
Book: 5788
Page: 1698
Diane M. Matousek
Volusia County, Clerk of Court

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness Signature
Printed Name: Michael L. Brewer

Witness Signature
Printed Name: Ella M. Ledger-Adle

ELAINE PATRICIA GENEST
764 Bolton Road
New Smyrna Beach, FL 32168

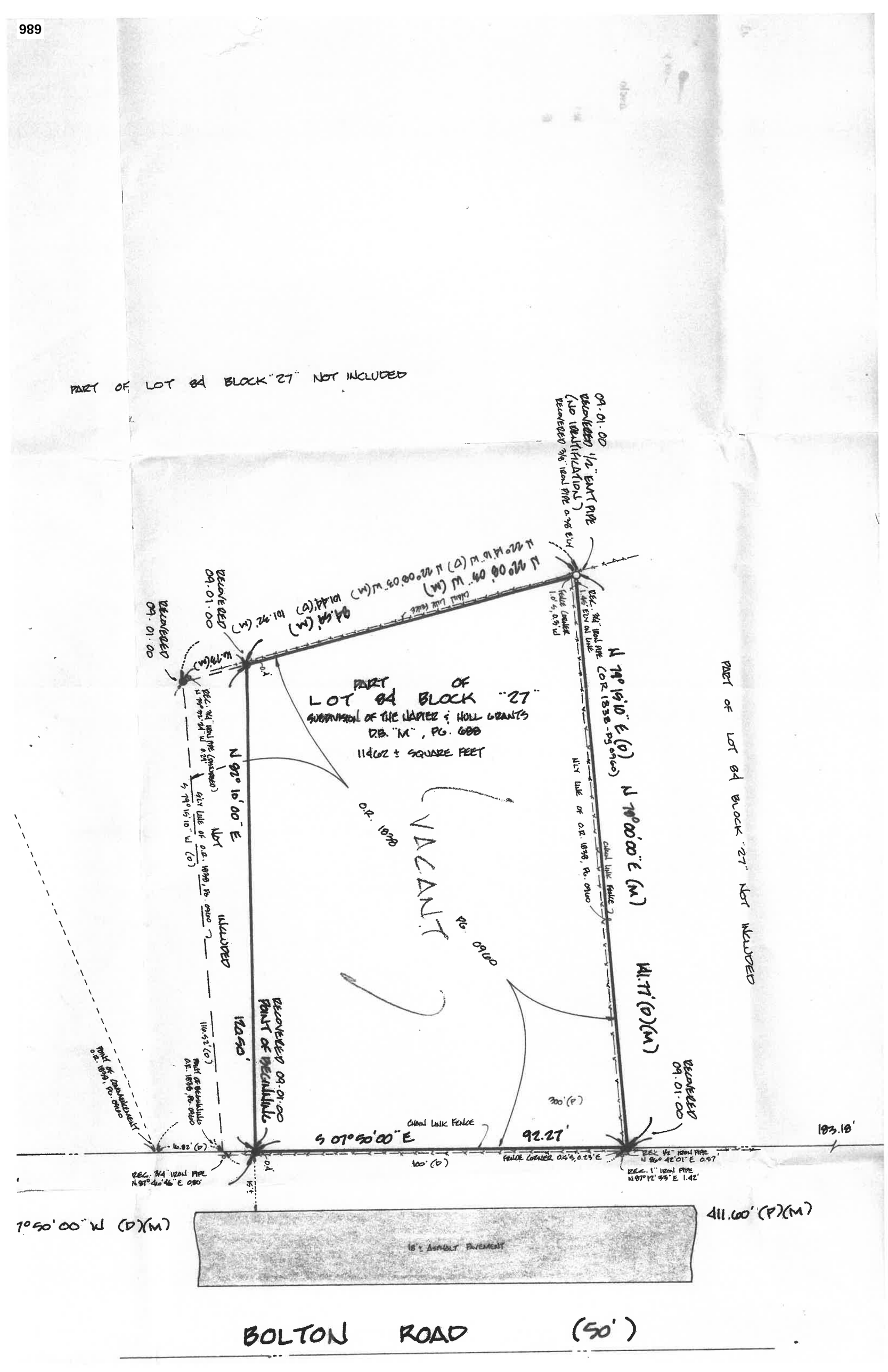
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2nd day of March, 2006, by ELAINE PATRICIA GENEST.

Michelle L. VanLancker
Commission # DD471649
Expires October 31, 2009
Bonded Troy Fain Insurance, Inc 800-385-7019

Michelle L VanLancker (SEAL)
Notary Public, State of Florida
My commission expires:
[ ] Personally Known OR
[ ] Produced Identification
Type: _____

989


PART OF LOT 84 BLOCK "27" NOT INCLUDED
RECOVERED 09.01.00
RECOVERED 1/2" IRON PIPE (NO IDENTIFICATION) RECOVERED 3/4" IRON PIPE 0.48' E'LY
RECOVERED 09.01.00
RECOVERED 09.01.00
(M) 101.24'
94.54' (M)
101.44' (D)
N 22° 08' 09" W (M)
N 22° 14' 15" W (D)
N 22° 08' 03" W (M)
CHAIN LINK FENCE
REC. 3/4" IRON PIPE 0.48' E'LY OF LINE
FENCE CORNER 1.0' S, 0.3' W
N 79° 19' 10" E (D) N 79° 00' 00" E (M)
COR. 1858-PG 0960
PART OF LOT 84 BLOCK "27"
SUBDIVISION OF THE HARPER & HULL GRANTS
D.B. "M", PG. 688
11462 ± SQUARE FEET
VACANT
O.R. 1858
PG. 0960
N'LY LINE OF O.R. 1858, PG. 0960
CHAIN LINK FENCE
141.77' (D)(M)
N 92° 10' 00" E
REC. 3/4" IRON PIPE (WITNESS) 0.28' N'LY
S 79° 19' 10" W (D)
N'LY LINE OF O.R. 1858, PG. 0960
NOT INCLUDED
120.50'
RECOVERED 09.01.00
POINT OF BEGINNING
110.92' (D)
POINT OF COMMENCEMENT O.R. 1858, PG. 0960
POINT OF BEGINNING O.R. 1858, PG. 0960
300' (P)
S 07° 50' 00" E
92.27'
CHAIN LINK FENCE
RECOVERED 09.01.00
193.18'
40.82' (D)
REC. 3/4" IRON PIPE N 87° 46' 46" E 0.80'
O.R.
100' (D)
FENCE CORNER 0.5' S, 0.2' E
REC. 1/2" IRON PIPE N 86° 42' 01" E 0.57'
REC. 1" IRON PIPE N 87° 12' 55" E 1.42'
7° 50' 00" W (D)(M)
411.00' (P)(M)
18' ± ASPHALT PAVEMENT
BOLTON ROAD (50')

ORDINANCE NO. 57-22

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 0.27± ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF BOLTON ROAD, BETWEEN PINE ISLAND DRIVE AND LIVE OAK DRIVE, FROM VOLUSIA COUNTY *R-1 A, URBAN SINGLE FAMILY RESIDENTIAL AIRPORT OVERLAY* TO CITY *R-1CO A, URBAN SINGLE FAMILY RESIDENTIAL AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Andrew T. and Teralee M. West, 2250 Paige Avenue, New Smyrna Beach, Florida 32168, applicants and property owners, have initiated a request for the rezoning of 0.27± acres of property located on the west side of Bolton Road, between Pine Island Drive and Live Oak Drive, from Volusia County *R-1 A, Urban Single Family Residential Airport Overlay* to City *R-1CO A, Urban Single Family Residential Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on August 1, 2022, by a vote of 5-0, 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 0.27± acres of property located on the west side of Bolton Road, between Pine Island Drive and Live Oak Drive, in the City of New Smyrna Beach, Florida. Said property is hereinafter described as follows:

7343-06-00-0843
Bolton Road

A parcel of Land in Lot 84, Block 27, Subdivision of the Napier and Hull Grant, according to map thereof recorded in Deed Book m, Page 688 of the Public Records of Volusia County, Florida, described as follows: As a point of reference commence at the Southeast corner of Lot 41, Corbin Park Unit No. 1, as recorded in Map Book 8, Page 275 of the Public Records of Volusia County, Florida; thence North 7°50'00" West along the Westerly line of Bolton Road, a 50 foot Right-of-Way as now laid out and shown on said Corbin Park Subdivision, a distance of 136.15 feet for the Point of Beginning; thence South 82°10'00" West, a distance of 120.50 feet; thence

North 22°08'03" West, a distance of 84.59 feet; thence North 78°00'00" East, a distance of 141.77 feet to the said Westerly line of Bolton Road; thence South 07°50'00" East along said westerly line, a distance of 92.27 feet to the Point of Beginning.

shall be and the same is hereby rezoned from Volusia *R-1 A, Urban Single Family Residential Airport Overlay* to City *R-1CO A, Urban Single Family Residential 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 September 13, 2022 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: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption of Ordinance No. 56-22, 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. 56-22, 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: 8/16/2022

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 58-22: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING, WOULD ANNEX APPROXIMATELY 1.05 ACRES OF LAND ADDRESSED AS 2835 PIONEER TRAIL.

September 13, 2022

Background:

Applicant and Property Owners: Dolores and Dennis DeBonis, 2950 Spruce Creek Blvd., Port Orange, Florida 32128

Request: Voluntary annexation:

- **From:** Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 1.05 acres
- **Location:** North side of Pioneer Trail, West of Sugar Mill Dr. and East of Club House Blvd.

Tax I.D. Number: 7315-00-00-0200

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. An updated agreement was adopted on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 2835 Pioneer Trail is currently developed with a single family home. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C.**

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. The existing County zoning designation is A-3, Transitional Agriculture. 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 at 2835 Pioneer Trail has an eight (8) inch PVC water line in the Sweet Bay Avenue right-of-way, an eight (8) inch PVC sewer line in the Sweet Bay Avenue right-of-way, and a 12" PVC reclaim service is available in the Pioneer Trail right-of-way.

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 at 2835 Pioneer Trail is developed with an existing single-family home and no increased density is proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 3 is attached as **Exhibit F**. The ISBA Map and Survey are attached as **Exhibits G & H**. A copy of the deed and legal description are attached as **Exhibits I & J**.

The *Comprehensive Plan* provides guidance on annexations, future land use amendments, and re-zonings. The following is a list of objectives in the *Comprehensive Plan* that support this proposal:

- Future Land Use Element Goal 2, Objective 3
- Future Land Use Element Goal 2, Objective 4
- Future Land Use Element Goal 2, Objective 7
- Future Land Use Element Goal 5, Objective 3

Recommendation

At its regular scheduled meeting on March 2, 2020 the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to approve the overall annexation application.

Staff recommends the City Commission for **approve** the requested annexation application.

Fiscal Analysis:
N/A

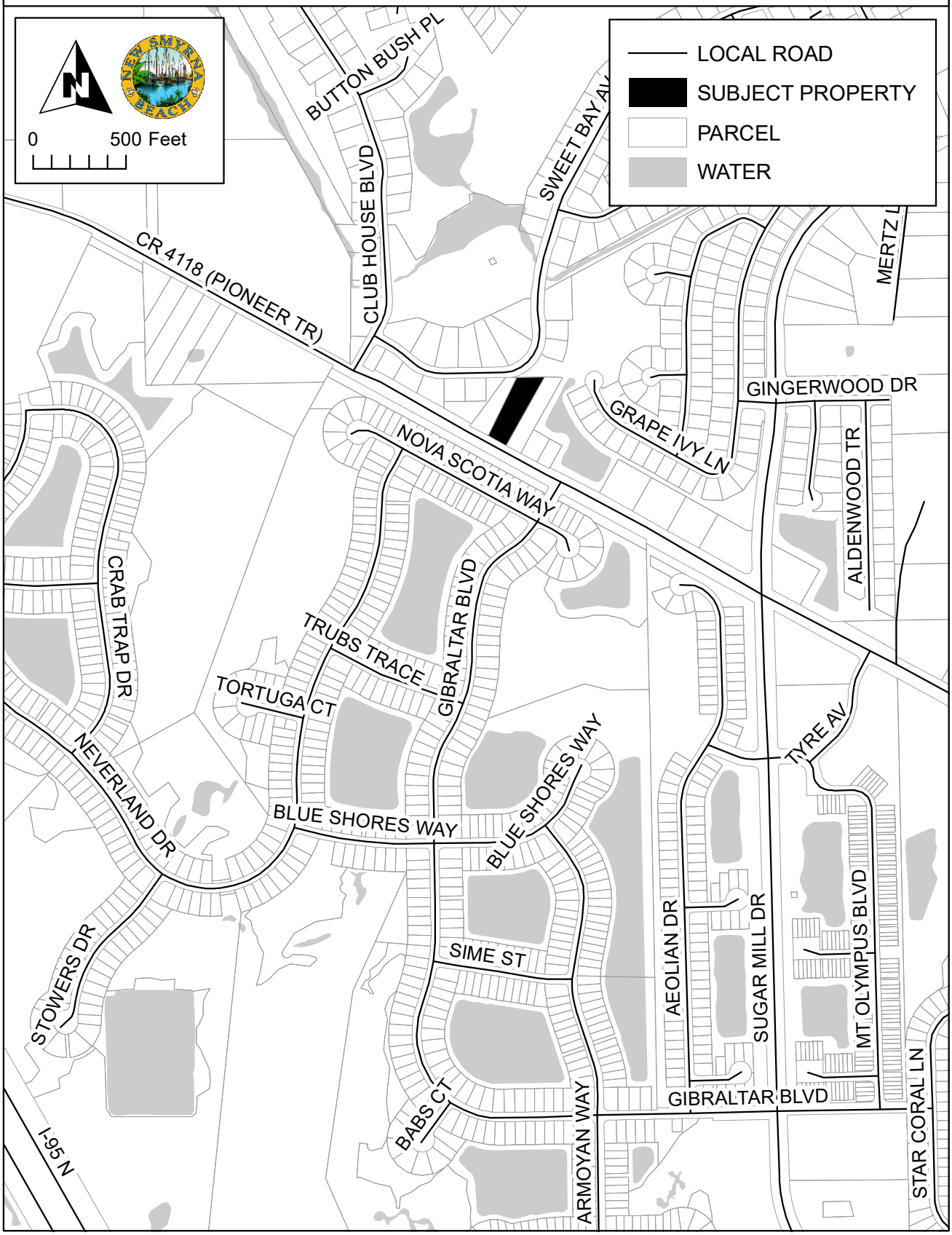
Strategic Plan Item:
Yes

Staff Report Created By: Robert Mathen - Planner II

Attachments:

A-1-20 Exhibit A Location Map.pdf
A-1-20 Exhibit B Aerial Map.pdf
A-1-20 Exhibit C Existing Land Use Map.pdf
A-1-20 Exhibit D Water and Sewer Service Area Map.pdf
A-1-20 Exhibit E Soil Limitation for Septic Systems Map.pdf
A-1-20 Exhibit F Commission Zones.pdf
A-1-20 Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Survey.pdf
Exhibit I Warranty Deed.pdf
Exhibit J Corrected Legal Description V2.pdf
Ord 58-22 Amending Ord 27-20 Legal Description.pdf

A-1-20: 2835 PIONEER TRAIL
PARCEL: 7315-00-00-0200 LOCATION MAP



A-1-20: 2835 PIONEER TRAIL
PARCEL: 7315-00-00-0200 AERIAL MAP



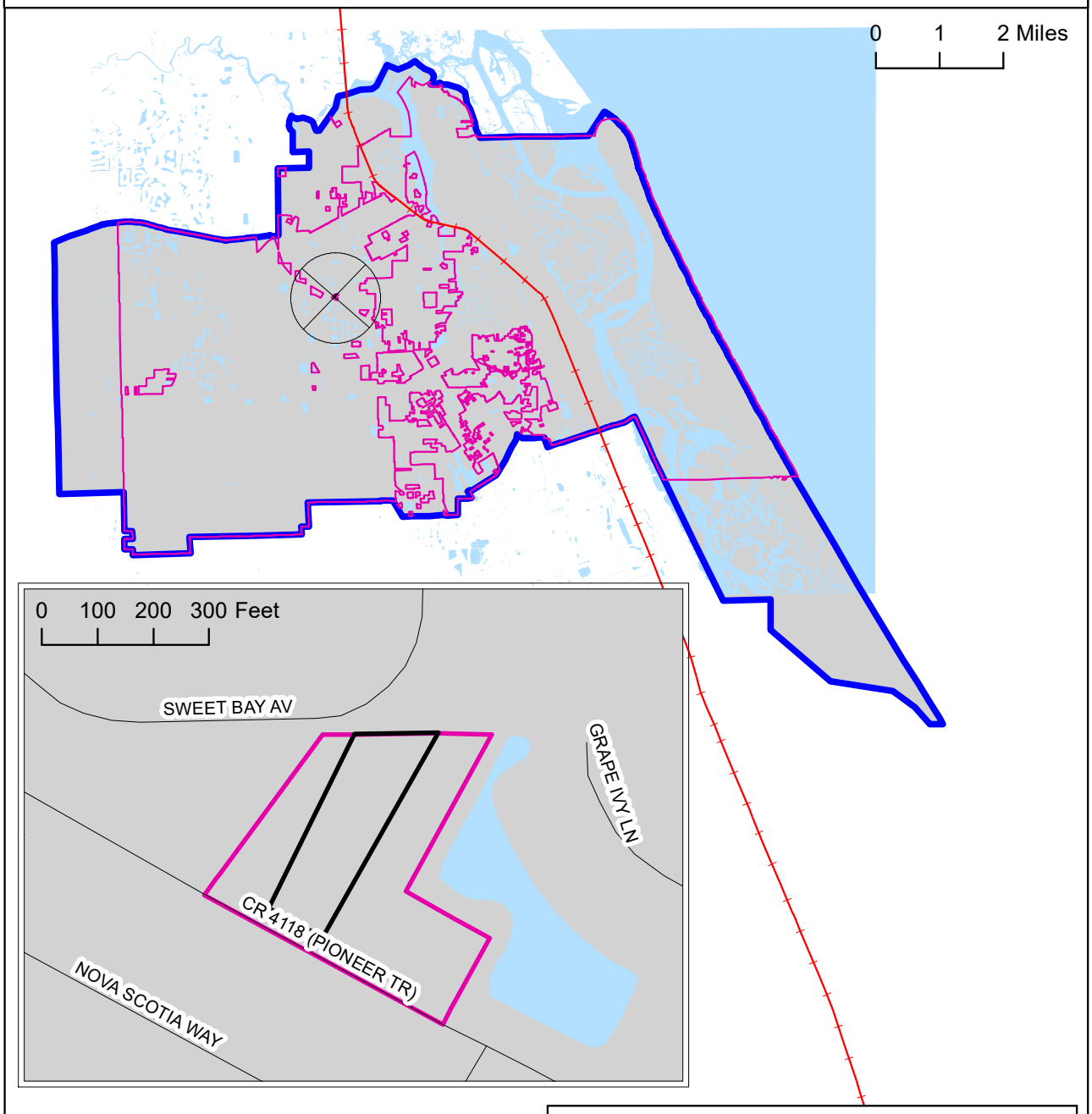
EXISTING LAND USE DESIGNATIONS

A-1-20



WATER AND SEWER SERVICE AREA

A-1-20



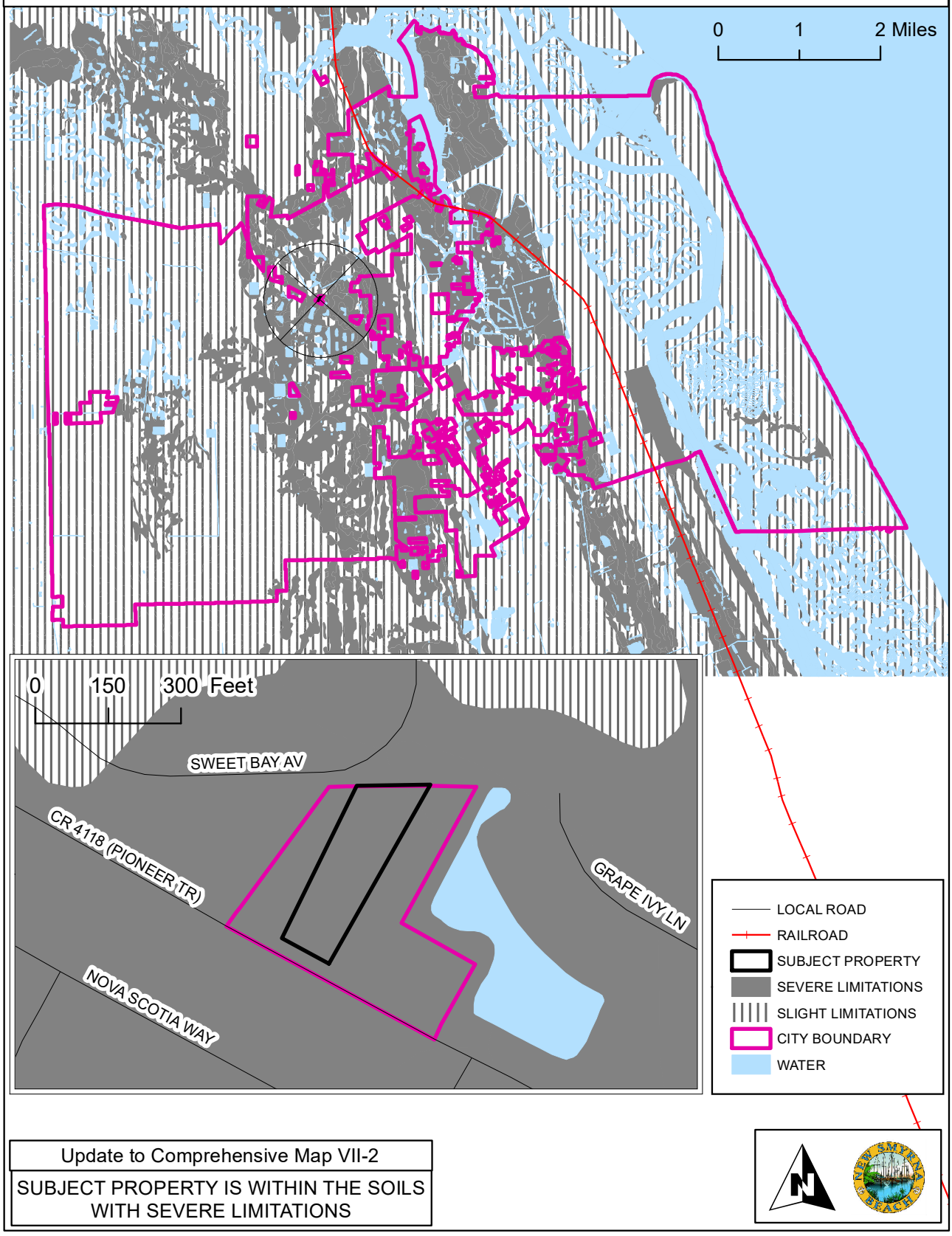
Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

- LOCAL ROAD
- RAILROAD
- SUBJECT PROPERTY
- WATER AND SEWER SERVICE AREA
- CITY BOUNDARY
- WATER

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-1-20

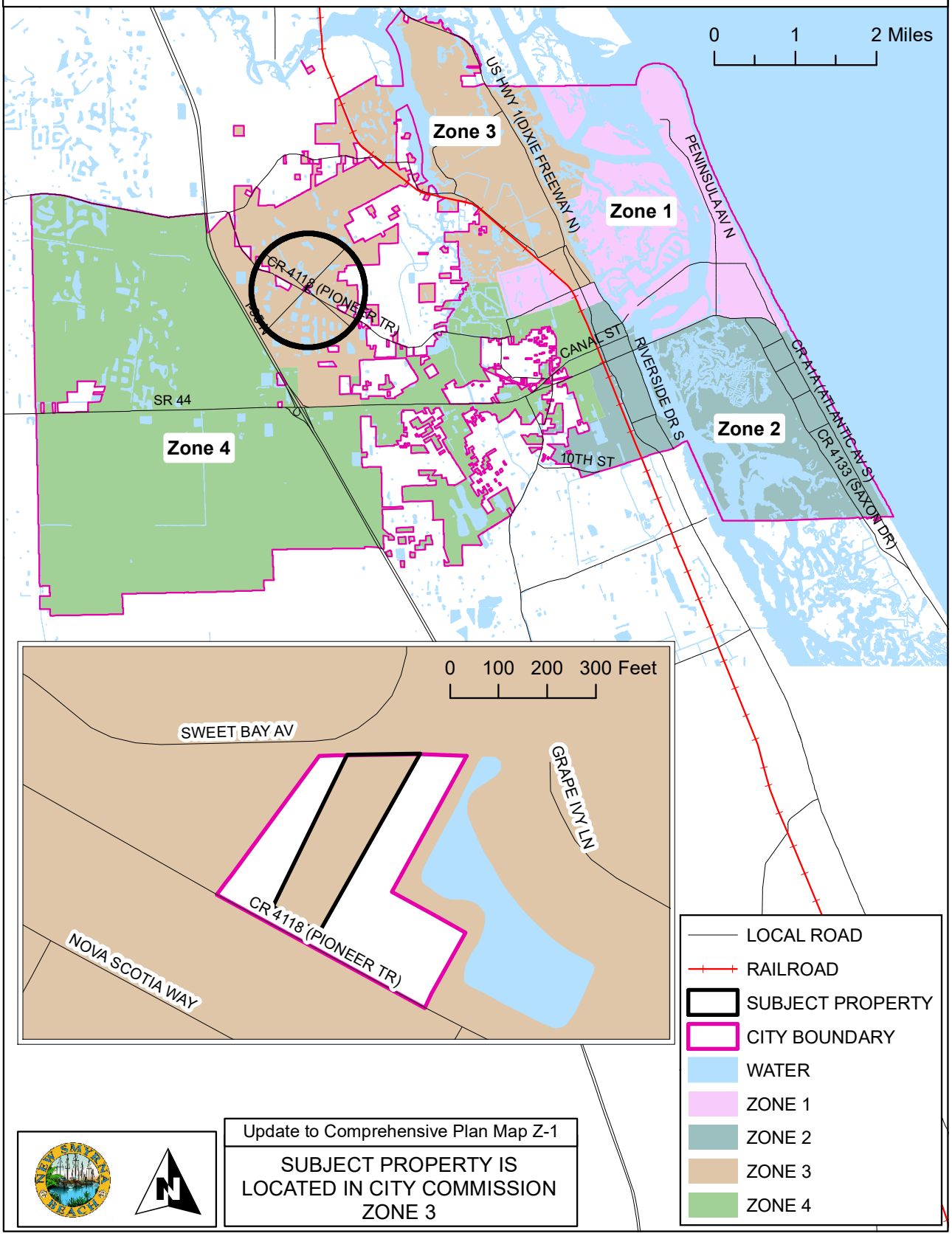


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

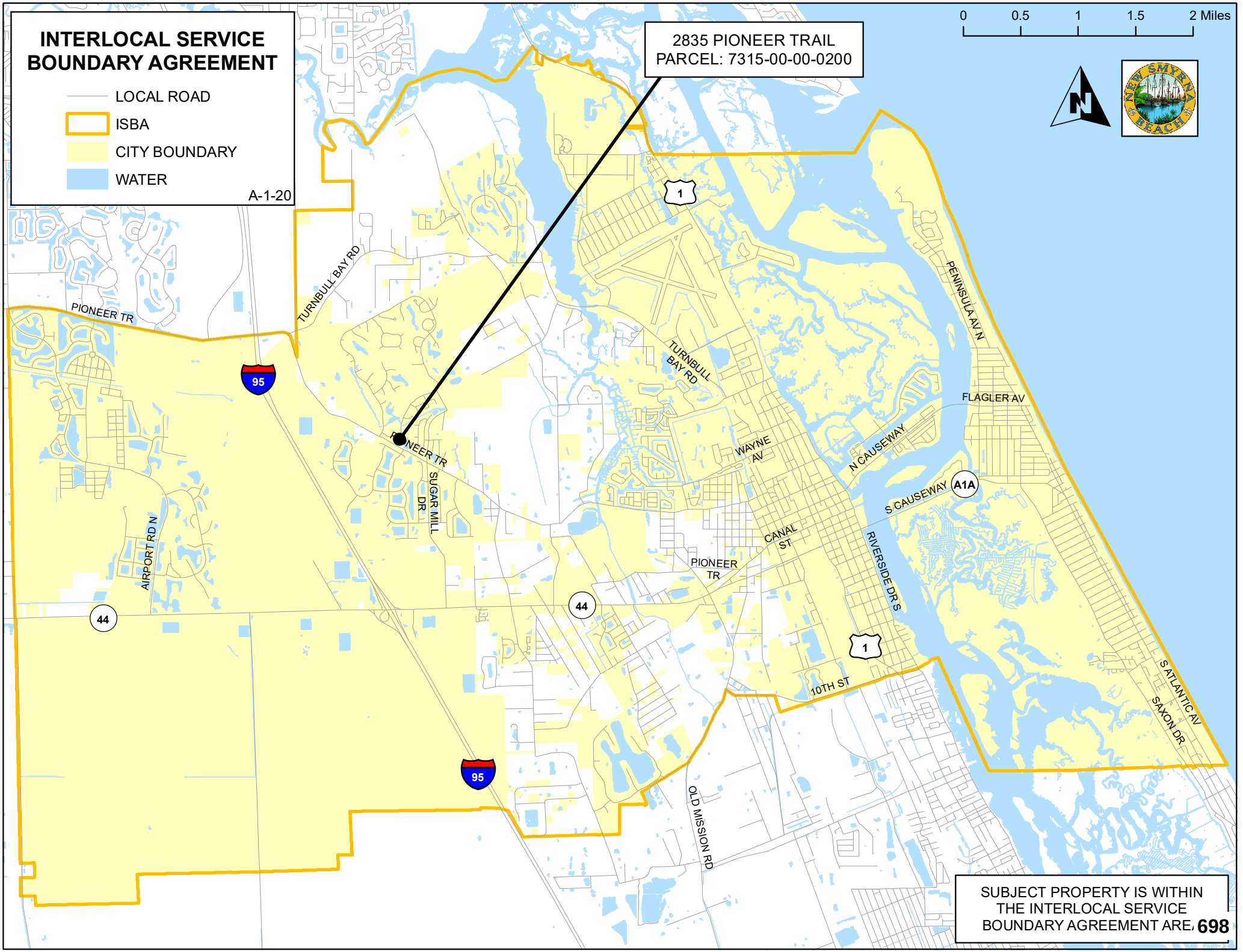
COMMISSION ZONES

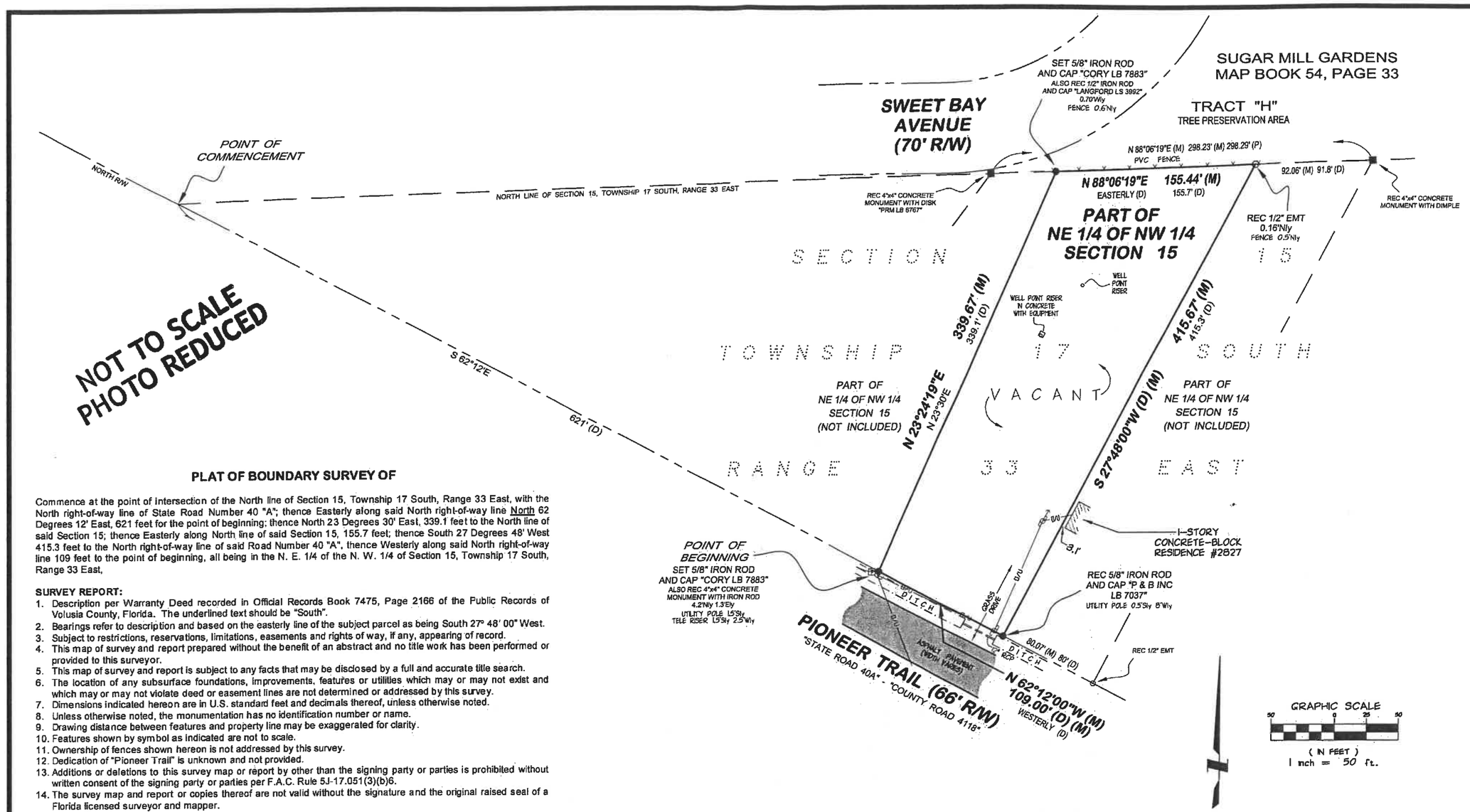
A-1-20



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-1-20
2835 PIONEER TRAIL
PARCEL: 7315-00-00-0200
0 0.5 1 1.5 2 Miles
N
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
95
1
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
44
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE
698



NOT TO SCALE
PHOTO REDUCED

PLAT OF BOUNDARY SURVEY OF

Commence at the point of intersection of the North line of Section 15, Township 17 South, Range 33 East, with the North right-of-way line of State Road Number 40 "A"; thence Easterly along said North right-of-way line North 62 Degrees 12' East, 621 feet for the point of beginning; thence North 23 Degrees 30' East, 339.1 feet to the North line of said Section 15; thence Easterly along North line of said Section 15, 155.7 feet; thence South 27 Degrees 48' West 415.3 feet to the North right-of-way line of said Road Number 40 "A", thence Westerly along said North right-of-way line 109 feet to the point of beginning, all being in the N. E. 1/4 of the N. W. 1/4 of Section 15, Township 17 South, Range 33 East,

SURVEY REPORT:

1. Description per Warranty Deed recorded in Official Records Book 7475, Page 2166 of the Public Records of Volusia County, Florida. The underlined text should be "South".
2. Bearings refer to description and based on the easterly line of the subject parcel as being South 27° 48' 00" West.
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. Unless otherwise noted, the monumentation has no identification number or name.
9. Drawing distance between features and property line may be exaggerated for clarity.
10. Features shown by symbol as indicated are not to scale.
11. Ownership of fences shown hereon is not addressed by this survey.
12. Dedication of "Pioneer Trail" is unknown and not provided.
13. 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.
14. 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: DENNIS DEBONIS and DELORES DEBONIS

TYPE	SURVEY DATE	WORK ORDER #	P.C.	CALC.	DRAFT	CHECKED
BOUNDARY SURVEY	12/13/2019	19-11-003	J.W.C.	J.W.C.	B.T.C.	J.W.C.
FOUNDATION LOCATION						
FINAL SURVEY						
RECERTIFICATION SURVEY						
TOPOGRAPHIC SURVEY						
SPECIFIC PURPOSE SURVEY						
TYPE	DATE	WORK ORDER #	---	CALC.	DRAFT	CHECKED
SKETCH OF DESCRIPTION						

CAD FILE: R11003

LEGEND & ABBREVIATIONS

- ● = DENOTES 5/8" IRON ROD W/ CAP " CORY LB 7883 " 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
- WM = WATER METER
- T = TELECOMMUNICATIONS (TELE) RISER
- F.F. = FINISHED FLOOR ELEVATION
- RCP = REINFORCED CONCRETE PIPE
- CMP = CORRUGATED METAL PIPE
- CPP = CORRUGATED PLASTIC PIPE
- +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
- C.L.F. = CHAIN-LINK FENCE
- B.W.F. = BARBED WIRE FENCE
- AC. = ACRES
- R/W = RIGHT-OF-WAY
- ℄ = CENTER LINE
- CONC = CONCRETE (CONC)
- CS = CONCRETE STOOP

CERTIFICATE OF AUTHORIZATION NUMBER LB 7883

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 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

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"
THIS LOCATION IS DETERMINED FROM F.I.R.M. COMMUNITY
PANEL 125155 0540 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: DENNIS & DELORES DEBONIS

SCALE 1" = 50' | FILE # 5537

PART OF NE 1/4 OF NW 1/4, SECTION 15, T 17 S, R 33 E

Prepared by
Diana Main, an employee of
First American Title Insurance Company
710 Third Avenue, Suites 1 & 2
New Smyrna Beach, FL 32169
(877)833-1752

Return to: Grantee

File No.: 2018-2486955
Consideration: $80,000.00

WARRANTY DEED

This indenture made on **November 22, 2017** A.D., by

Linda Lee Patterson, an unremarried widow and surviving spouse of Harry R. Patterson

whose address is: **1732 Savannah Lane Port Orange, FL 32128**
hereinafter called the "grantor", to

Dennis DeBonis and Delores DeBonis, husband and wife

whose address is: **2590 E. Spruce Blvd. Daytona Beach, FL 32128**
hereinafter called the "grantee":
(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

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**, to-wit:

Commence at the point of intersection of the North line of Section 15, Township 17 South, Range 33 East, with the North right-of-way line of State Road Number 40 "A"; thence Easterly along said North right-of-way line North 62 Degrees 12' East, 621 feet for the point of beginning; thence North 23 Degrees 30' East, 339.1 feet to the North line of said Section 15; thence Easterly along North line of said Section 15, 155.7 feet; thence South 27 Degrees 48' West 415.3 feet to the North right-of-way line of said Road Number 40 "A", thence Westerly along said North right-of-way line 109 feet to the point of beginning, all being in the N. E. 1/4 of the N. W. 1/4 of Section 15, Township 17 South, Range 33 East.

Parcel Identification Number: **7315-00-00-0200**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way 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 31st of 2016.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Linda Lee Patterson

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Diana L. Main

Witness Signature

Print Name: Carol L Swayze

State of **FL**

County of **Volusia**

The Foregoing Instrument Was Acknowledged before me on **November 22, 2017,** by **Linda Lee Patterson** who is/are personally known to me or who has/have produced a valid driver's license as identification.

Notary Public

Diana L. Main

(Printed Name)

My Commission expires: 5/29/20

DIANA L. MAIN
MY COMMISSION # FF 958417
EXPIRES: May 29, 2020
Bonded Thru Notary Public Underwriters

(Notorial Seal)

EXHIBIT A

Address

2835 Pioneer Trail

Parcel Number

7315-00-00-0200

ALTKEY:

3709926

Volusia County Property Appraisers Short Description

15 17 33 E 109 FT OF W 730 FT OF N 415.3 FT ON E/L N OF & ME AS ON HWY 40 IN NE 1/4 OF NW 1/4 PER OR 1875 PG 1095 PER OR 7475 PG 2166

Metes and Bounds Legal Description, per Daniel W. Cory Surveyor, LLC

Commence at the point of Intersection of the North line of Section 15, Township 17. South, Range 33 East, with the North right-of-way line of State Road Number 40 "A"; thence Easterly along said North right-of-way line North 62 Degrees 12' East, 621 feet for the point of beginning; thence North 23 Degrees 30' East, 339.1 feet to the North line of said Section 15; thence Easterly along North line of said Section 15, 155.7 feet; thence South 27 Degrees 48' West 415.3 feet to the North right-of-way line of said Road Number 40 "A", thence Westerly along said North right-of-way line 109 feet to the point of beginning, all being in the N. E. 1/4 of the N. W. 1/4 of Section 15, Township 17 South, · Range 33 East,

Survey Report:

1. Description of Warranty Deed recorded in Official Records Book 7475, Page 2166 of the Public Records of Volusia County, Florida. The underlined text should be "South".

2. Bearings refer to description and based on the easterly line of the subject parcel as being South 27^{o}48'00" West.

ORDINANCE NO. 58-22

AN ORDINANCE AMENDING THE LEGAL DESCRIPTION OF ORDINANCE NO. 27-20, WHICH ANNEXED 1.1± ACRES OF PROPERTY LOCATED ON THE NORTH SIDE OF PIONEER TRAIL, WEST OF SUGAR MILL DRIVE AND EAST OF CLUB HOUSE BOULEVARD, ADDRESSED AS 2835 PIONEER TRAIL, INTO THE CITY OF NEW SMYRNA BEACH; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 27-20, see attached as Exhibit "1", made reference to an incorrect legal description; and

WHEREAS, the City and property owner seek to correct the error.

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

SECTION 1: ***Amended Legal Description.*** That the legal description referenced in Exhibit "A" of Exhibit "1", Ordinance No. 27-20, is hereby amended and replaced with the legal description attached and incorporated herein as follows:

SEE EXHIBIT "2" 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 are 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: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on September 27, 2022 at 6:30 p.m. in the City Commission Chambers at City Hall, 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 3: ***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 4: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Effective Date.*** That this ordinance shall become effective upon adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/2/2022

EXHIBIT "1"

ORDINANCE NO. 27-20

AN ORDINANCE ANNEXING INTO THE CITY OF NEW SMYRNA BEACH 1.1± ACRES OF PROPERTY LOCATED ON THE NORTH SIDE OF PIONEER TRAIL, WEST OF SUGAR MILL DRIVE AND EAST OF CLUB HOUSE BOULEVARD, ADDRESSED AS 2835 PIONEER TRAIL; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 3; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dennis and Dolores DeBonis, 2590 Spruce Creek Boulevard, Port Orange, Florida 32128, Applicant and Property Owners, have requested the annexation of 1.1± acres of property located on the north side of Pioneer Trail, west of Sugar Mill Drive, and east of Club House Boulevard, addressed as 2835 Pioneer Trail; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on March 2, 2020, by a vote of 7-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing 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. §171.044 and §171.204 F.S.

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 are 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, §199, Zone Boundary.

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 April 28, 2020 at 6:30 p.m. in the City Commission Chambers at City Hall, 210 Sams Avenue (south entrance on Julia Street), 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: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 9: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 3/31/2020

EXHIBIT "A"

2835 Pioneer Trail

7315-00-00-0200

ALTKEY: 3811739

LOTS 1 TO 7 INC EXC N 100 FT OF LOTS 1 TO 4 BLK 10 BUCKS RESUB MB 8 PG 120 PER OR 2485 PG 0422 PER OR 6258 PGS 4630-4631 & OR 6612 PGS 1541-1543 PER OR 7382 PG 0567 PER OR 7391 PG 1853

EXHIBIT "A"

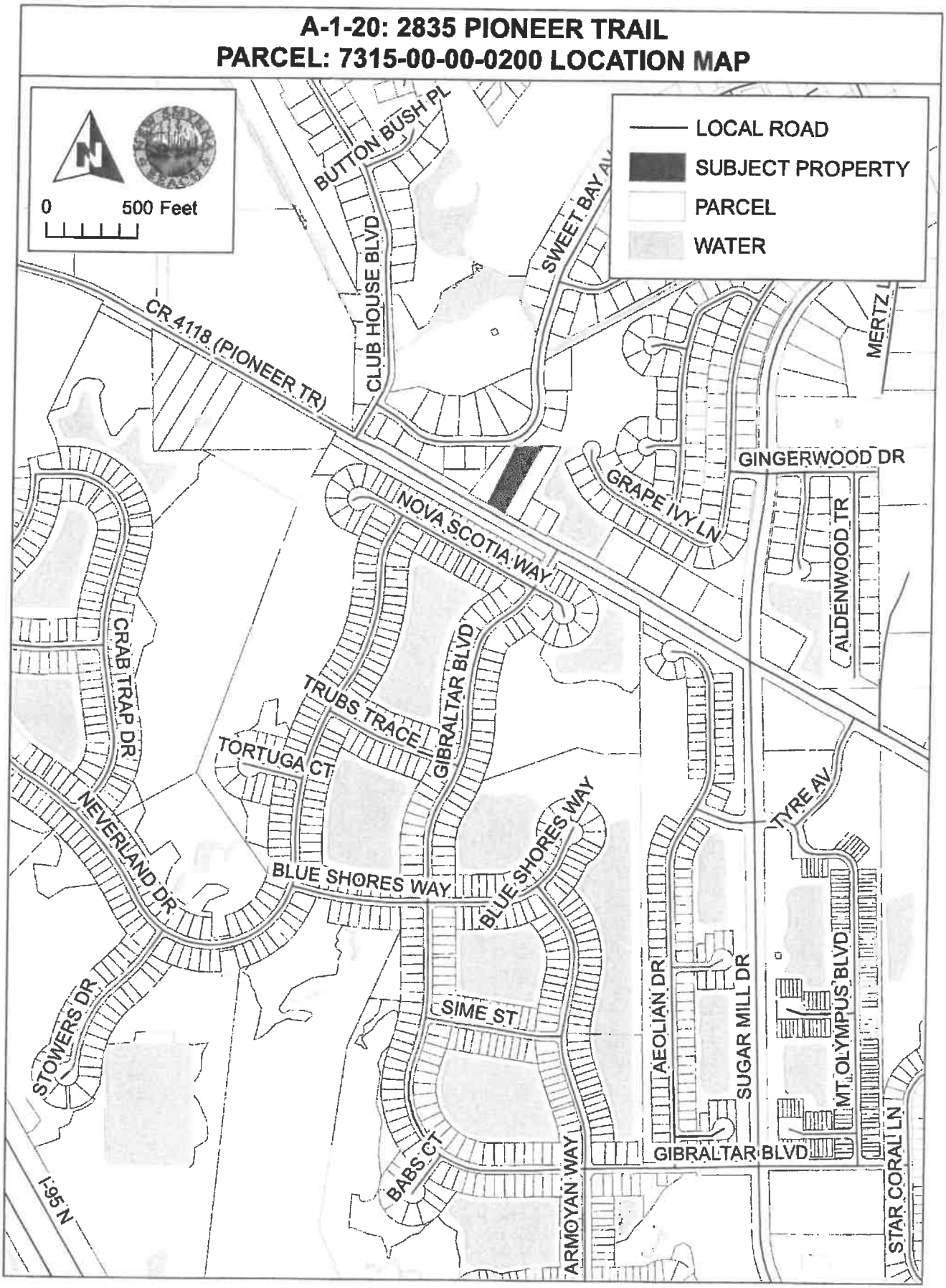

A-1-20: 2835 PIONEER TRAIL
PARCEL: 7315-00-00-0200 LOCATION MAP
0
500 Feet
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
WATER
BUTTON BUSH PL
CLUB HOUSE BLVD
SWEET BAY AV
MERTZ L
CR 4118 (PIONEER TR)
GINGERWOOD DR
GRAPE IVY LN
NOVA SCOTIA WAY
ALDENWOOD TR
CRAB TRAP DR
TRUBS TRACE
GIBRALTAR BLVD
TORTUGA CT
NEVERLAND DR
BLUE SHORES WAY
BLUE SHORES WAY
TYRE AV
STOWERS DR
SIME ST
AEOLIAN DR
SUGAR MILL DR
MT OLYMPUS BLVD
BABS CT
ARMOYAN WAY
GIBRALTAR BLVD
STAR CORAL LN
N 56-I

EXHIBIT "B"

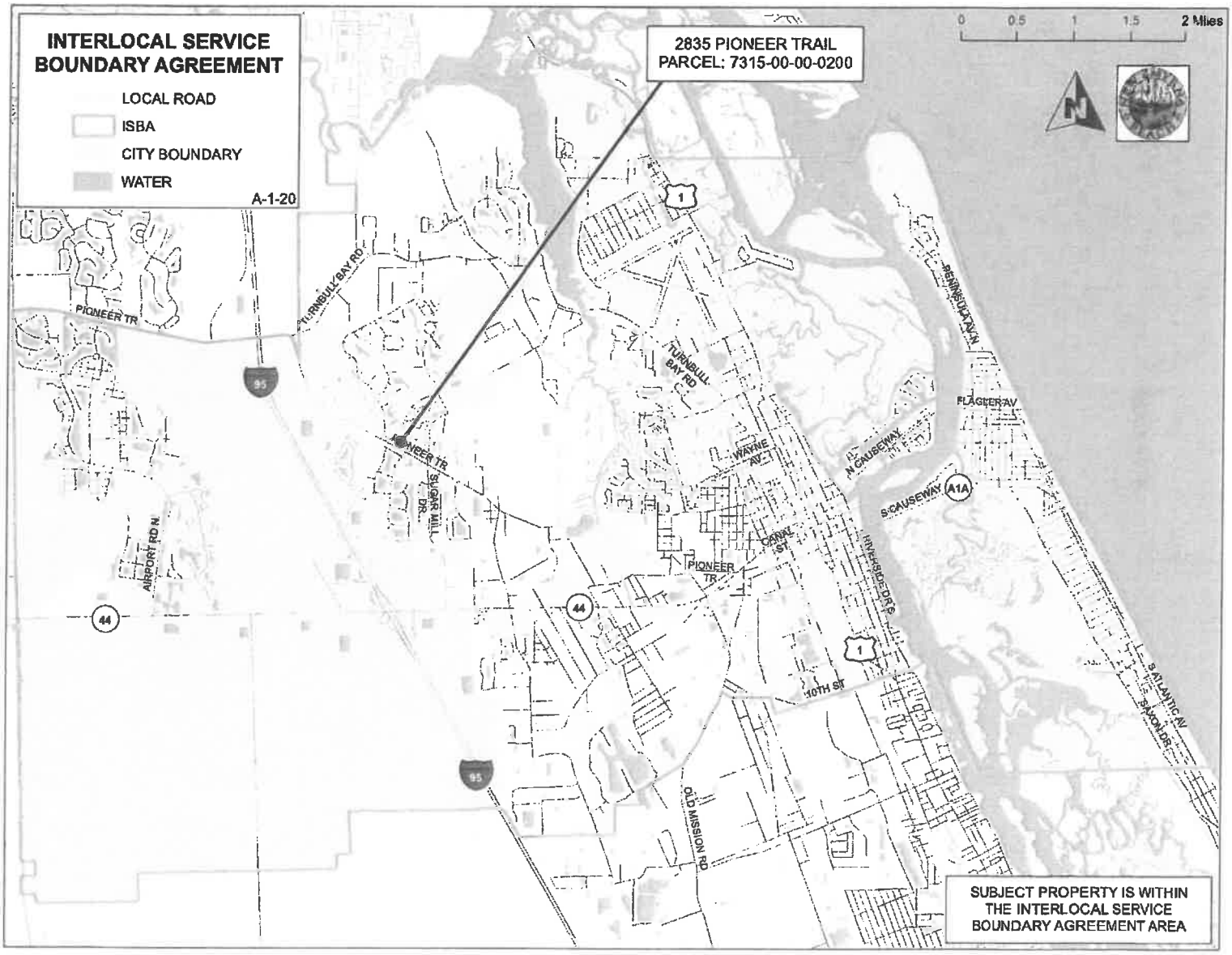

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-1-20
2835 PIONEER TRAIL
PARCEL: 7315-00-00-0200
0 0.5 1 1.5 2 Miles
PIONEER TR
TURNBULL BAY RD
SUGAR MILL DR
AIRPORT RD N
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
FLAGLER AV
CANAL ST
RICHARDSON RD
10TH ST
OLD MISSION RD
S ATLANTIC AV
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

EXHIBIT "C"

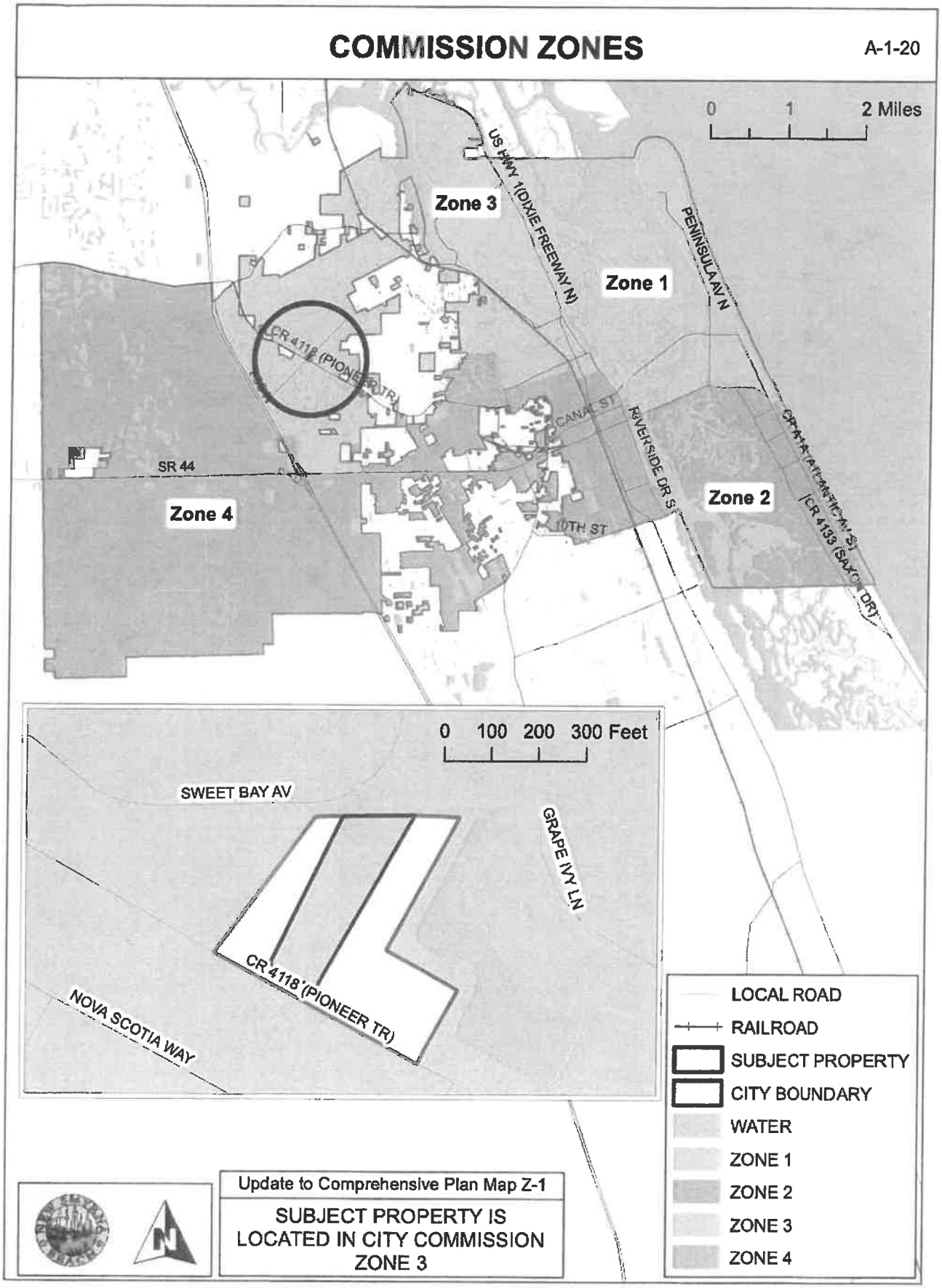

COMMISSION ZONES
A-1-20
0 1 2 Miles
Zone 3
Zone 1
Zone 2
Zone 4
US HWY 1(DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
CANAL ST
RIVERSIDE DR S
10TH ST
SR 44
0 100 200 300 Feet
SWEET BAY AV
GRAPE IVY LN
CR 4118 (PIONEER TR)
NOVA SCOTIA WAY
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3

EXHIBIT "2"

Address

2835 Pioneer Trail

Parcel Number

7315-00-00-0200

ALTKEY:

3709926

Volusia County Property Appraisers Short Description

15 17 33 E 109 FT OF W 730 FT OF N 415.3 FT ON E/L N OF & ME AS ON HWY 40 IN NE 1/4 OF NW 1/4 PER OR 1875 PG 1095 PER OR 7475 PG 2166

Metes and Bounds Legal Description, per Daniel W. Cory Surveyor, LLC

Commence at the point of Intersection of the North line of Section 15, Township 17. South, Range 33 East, with the North right-of-way line of State Road Number 40 "A"; thence Easterly along said North right-of-way line North 62 Degrees 12' East, 621 feet for the point of beginning; thence North 23 Degrees 30' East, 339.1 feet to the North line of said Section 15; thence Easterly along North line of said Section 15, 155.7 feet; thence South 27 Degrees 48' West 415.3 feet to the North right-of-way line of said Road Number 40 "A", thence Westerly along said North right-of-way line 109 feet to the point of beginning, all being in the N. E. 1/4 of the N. W. 1/4 of Section 15, Township 17 South, · Range 33 East,

Survey Report:

1. Description of Warranty Deed recorded in Official Records Book 7475, Page 2166 of the Public Records of Volusia County, Florida. The underlined text should be "South".

2. Bearings refer to description and based on the easterly line of the subject parcel as being South 27°48'00" West.

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 59-22: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND QUASI-JUDICIAL PUBLIC HEARING, WOULD REZONE APPROXIMATELY 1.05 ACRES OF LAND ADDRESSED AS 2835 PIONEER TRAIL AS PART OF AN OVERALL ANNEXATION APPLICATION.

September 13, 2022

Background:

Applicant and Property Owners: Dolores and Dennis DeBonis, 2950 Spruce Creek Blvd., Port Orange, Florida 32128

Request: Rezoning:

- **From:** Volusia County zoning of A-3, Transitional Agriculture with an "A" to designate the parcel is located in the Airport Overlay Zone.
- **To:** City zoning of A-3, Transitional Agriculture with an "A" to designate the parcel is located in the Airport Overlay Zone.

Site Information:

- **Size:** 1.05 acres
- **Location:** North side of Pioneer Trail, West of Sugar Mill Dr. and East of Club House Blvd.

Tax I.D. Number: 7315-00-00-0200

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. An updated agreement was adopted on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 2835 Pioneer Trail is currently developed with a single family home. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County zoning designations of the subject property is shown on the following map as **Exhibit C**. The current zoning text descriptions for the subject property are attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E.**

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. The existing County FLU designation is Urban Low Intensity. The existing County zoning designation is A-3, Transitional Agriculture. The proposed City FLU designation is Low Density Residential. 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 change, is 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 at 2835 Pioneer Trail is developed with an existing single-family home and no increased density is proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

The ISBA Map and Survey are attached as **Exhibits H & I**. A copy of the deed and legal description are attached as **Exhibits J & K**.

The *Comprehensive Plan* provides guidance on annexations, future land use amendments, and re-zonings. The following is a list of objectives in the *Comprehensive Plan* that support this proposal:

- Future Land Use Element Goal 2, Objective 3
- Future Land Use Element Goal 2, Objective 4
- Future Land Use Element Goal 2, Objective 7
- Future Land Use Element Goal 5, Objective 3

Recommendation

At its regular scheduled meeting on March 2, 2020 the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to approve the overall annexation application.

Staff recommends the City Commission for **approve** the requested rezoning as part of an

overall annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
Yes

Staff Report Created By: Robert Mathen - Planner II

Attachments:

A-1-20 Exhibit A Location Map.pdf
A-1-20 Exhibit K Corrected Legal Description V2.pdf
Ord 59-22 Amending Ord 29-20 Legal Description.pdf

A-1-20: 2835 PIONEER TRAIL
PARCEL: 7315-00-00-0200 LOCATION MAP

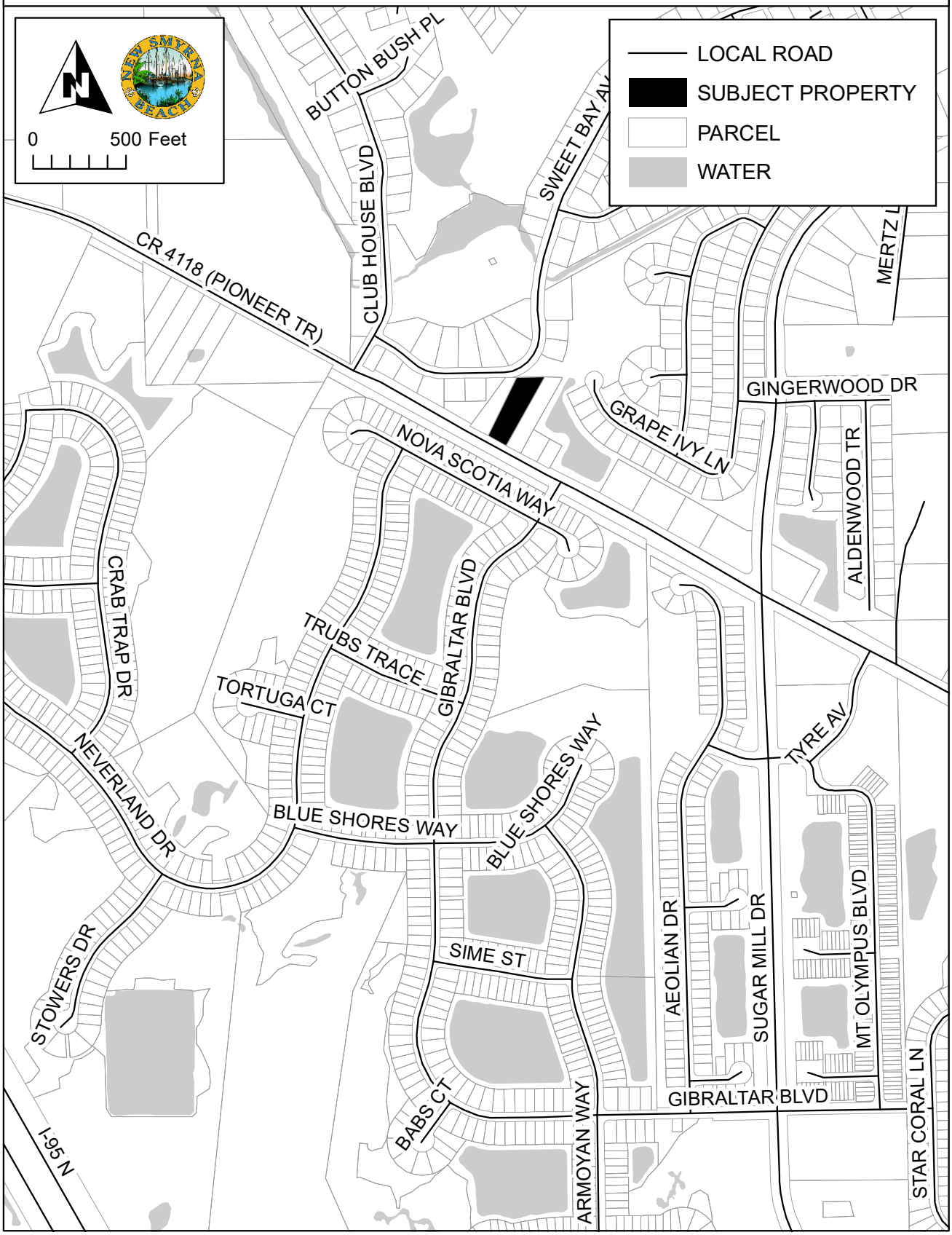


EXHIBIT A

Address

2835 Pioneer Trail

Parcel Number

7315-00-00-0200

ALTKEY:

3709926

Volusia County Property Appraisers Short Description

15 17 33 E 109 FT OF W 730 FT OF N 415.3 FT ON E/L N OF & ME AS ON HWY 40 IN NE 1/4 OF NW 1/4 PER OR 1875 PG 1095 PER OR 7475 PG 2166

Metes and Bounds Legal Description, per Daniel W. Cory Surveyor, LLC

Commence at the point of Intersection of the North line of Section 15, Township 17. South, Range 33 East, with the North right-of-way line of State Road Number 40 "A"; thence Easterly along said North right-of-way line North 62 Degrees 12' East, 621 feet for the point of beginning; thence North 23 Degrees 30' East, 339.1 feet to the North line of said Section 15; thence Easterly along North line of said Section 15, 155.7 feet; thence South 27 Degrees 48' West 415.3 feet to the North right-of-way line of said Road Number 40 "A", thence Westerly along said North right-of-way line 109 feet to the point of beginning, all being in the N. E. 1/4 of the N. W. 1/4 of Section 15, Township 17 South, · Range 33 East,

Survey Report:

1. Description of Warranty Deed recorded in Official Records Book 7475, Page 2166 of the Public Records of Volusia County, Florida. The underlined text should be "South".

2. Bearings refer to description and based on the easterly line of the subject parcel as being South 27°48'00" West.

ORDINANCE NO. 59-22

AN ORDINANCE AMENDING THE LEGAL DESCRIPTION OF ORDINANCE NO. 29-20, WHICH REZONED 1.1± ACRES OF PROPERTY ADDRESSED AS 2835 PIONEER TRAIL FROM VOLUSIA COUNTY ZONING TO CITY *A-3 A, TRANSITIONAL AGRICULTURE AIRPORT OVERLAY*; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 29-20, see attached as Exhibit "A," made reference to an incorrect legal description; and

WHEREAS, the City and property owner seek to correct the error.

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

SECTION 1: ***Amended Legal Description.*** That the legal description referenced in Exhibit "A" in Ordinance No. 29-20, is hereby amended and replaced with the legal description more particularly described as follows:

7315-00-00-0200
2835 Pioneer Trail

Volusia County Property Appraisers Short Description

15 17 33 E 109 FT OF W 730 FT OF N 415.3 FT ON E/L N OF & ME AS ON HWY 40 IN NE 1/4 OF NW 1/4 PER OR 1875 PG 1095 PER OR 7475 PG 2166

Metes and Bounds Legal Description, per Daniel W. Cory Surveyor, LLC

Commence at the point of Intersection of the North line of Section 15, Township 17. South, Range 33 East, with the North right-of-way line of State Road Number 40 "A"; thence Easterly along said North right-of-way line North 62 Degrees 12' East, 621 feet for the point of beginning; thence North 23 Degrees 30' East, 339.1 feet to the North line of said Section 15; thence Easterly along North line of said Section 15, 155.7 feet; thence South 27 Degrees 48' West 415.3 feet to the North right-of-way line of said Road Number 40 "A", thence Westerly along said North right-of-way line 109 feet to the point of beginning, all being in the N. E. 1/4 of the N. W. 1/4 of Section 15, Township 17 South, · Range 33 East,

Survey Report:

1. Description of Warranty Deed recorded in Official Records Book 7475, Page 2166 of the Public Records of Volusia County, Florida. The underlined text should be "South".

2. Bearings refer to description and based on the easterly line of the subject parcel as being South 27°48'00" West.

SECTION 2: ***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 3: ***Effective Date.*** That this ordinance shall become effective upon adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 9/2/2022

EXHIBIT "A"

ORDINANCE NO. 29-20

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 1.1± ACRES OF PROPERTY LOCATED ON THE NORTH SIDE OF PIONEER TRAIL, WEST OF SUGAR MILL DRIVE, AND EAST OF CLUB HOUSE BOULEVARD ADDRESSED AS 2835 PIONEER TRAIL, FROM VOLUSIA COUNTY *A-3 A, TRANSITIONAL AGRICULTURE AIRPORT OVERLAY* TO CITY *A-3 A, TRANSITIONAL AGRICULTURE AIRPORT OVERLAY*; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dennis and Dolores DeBonis, 2590 Spruce Creek Boulevard, New Smyrna Beach, Florida, 32168, Applicant and Property Owners, have initiated a request for the rezoning of 1.1± acres of property located on the north side of Pioneer Trail, west of Sugar Mill Drive, and east of Club House Boulevard, addressed as 2835 Pioneer Trail from Volusia County, *A-3 A Transitional Agriculture Airport Overlay to* City, *A-3 A Transitional Agriculture Airport Overlay;* and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on March 2, 2020, by a vote of 7-0, recommended that the City Commission approve the requested rezoning; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

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

SECTION 1: ***Rezoning.*** That the 1.1± acres of property located on north side of Pioneer Trail, west of Sugar Mill Drive, and east of Club House Boulevard, in the City of New Smyrna Beach, Florida, more particularly described as:

7315-00-00-0200
2835 Pioneer Trail

LOTS 1 TO 7 INC EXC N 100 FT OF LOTS 1 TO 4 BLK 10 BUCKS RESUB MB 8 PG 120 PER OR 2485 PG 0422 PER OR 6258 PGS 4630-4631 & OR 6612 PGS 1541-1543 PER OR 7382 PG 0567 PER OR 7391 PG 1853

shall be and the same is hereby rezoned from Volusia County, *A-3 A Transitional Agriculture Airport Overlay* to City, *A-3 A Transitional Agriculture Airport Overlay.*

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 April 28, 2020, at 6:30 p.m. in the City Commission Chambers at City Hall, 210 Sams Avenue (south entrance on Julia Street), 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: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption of Ordinance No. 28-20, 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. 28-20, 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: 3/31/2020

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

ORDINANCE NO. 61-22: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING, WOULD DISCONTINUE THE CURRENT PARKING LEASE PROGRAM.

September 13, 2022

Background:

At its August 30, 2022 workshop, the Commission directed staff to prepare legislation to eliminate the City's Parking Lease Program for businesses located in the Flagler Avenue Parking District. The Lease Program allowed businesses to lease parking spaces in City owned lots to meet their regulatory parking requirements. There currently are 10 businesses leasing a total of 88 spaces. The elimination of this program would create non-conforming uses of each business in relation to meeting their required parking number. To eliminate this issue, the proposed Ordinance will end the Parking Lease Program while Grandfathering the existing participating businesses from becoming non-conforming until such time a new parking program is developed.

Fiscal Analysis:

Loss of $13,900.00 of annual parking revenue.

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

EXHIBIT A Parking Lease List.docx
Ord 61-22 Terminating Parking Lease Program.pdf

EXHIBIT "A"

PROPERTIES PARTICIPATING IN PARKING LEASE PROGRAM

PARCEL ID OF BUSINESS	ADDRESS OF BUSINESS	NUMER OF LEASED SPACES
745509000110	222 Flagler Avenue	23
745509000030	204 Flagler Avenue	7
745525000001	376 Flagler Avenue	10
745509000090	216 Flagler Avenue	7
745526000001	307 Flagler Avenue	4
745526000001	307 Flagler Avenue	10
745508030100	319 Flagler Avenue	3
740906010010	103 S. Pine Street	8
745526000001	301 Flagler Avenue	12
745508040060	411 Flagler Avenue	4

ORDINANCE NO. 61-22

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH, TERMINATING THE CITY'S PARKING LEASE PROGRAM AND GRANDFATHERING CERTAIN ADDRESSES AS CONFORMNG AS TO PARKING UNTIL A REPLACEMENT LEASE PARKING PROGRAM IS ESTABLISHED; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 604.09A(7), LDR, allows for properties located within the Mainland, Flagler and U.S. 1 Special Parking districts to provide required parking off-site in areas leased by the business or property owner; and

WHEREAS, the City previously established a parking space lease program that allowed for 88 City spaces to be leased for $150/space per year in conjunction with this ordinance; and

WHEREAS, the parking space lease program has become outdated and inadequate for parking demands for City demands in certain areas of the City; and

WHEREAS, the City seeks to eliminate the program and establish an improved and more relevant program, without harming the existing businesses or properties that currently participate in the parking lease program.

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

SECTION 1: ***Termination.*** That the parking lease program previously established by the City of New Smyrna Beach is hereby terminated.

SECTION 2: ***Grandfathered.*** That the following addresses are hereby grandfathered as conforming as to parking only until such time as a replacement lease parking program is established, and only in regard to the number of parking spaces that were paid for under the lease parking program:

See Exhibit A, attached hereto and incorporated herein.

SECTION 3: That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on September 27, 2022, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: 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: That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/7/2022

EXHIBIT "A"

PROPERTIES PARTICIPATING IN PARKING LEASE PROGRAM

PARCEL ID OF BUSINESS	ADDRESS OF BUSINESS	NUMER OF LEASED SPACES
745509000110	222 Flagler Avenue	23
745509000030	204 Flagler Avenue	7
745525000001	376 Flagler Avenue	10
745509000090	216 Flagler Avenue	7
745526000001	307 Flagler Avenue	4
745526000001	307 Flagler Avenue	10
745508030100	319 Flagler Avenue	3
740906010010	103 S. Pine Street	8
745526000001	301 Flagler Avenue	12
745508040060	411 Flagler Avenue	4

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

HOUSING AUTHORITY: CONSIDER THE REAPPOINTMENTS OF TWO (2) MEMBERS TO SERVE FOUR-YEAR TERMS, EXPIRING ON AUGUST 31, 2026.

September 13, 2022

Background:

The Housing Authority is composed of five members who must be residents of the City. The Housing Authority prepares, carries out, acquires, leases and operates housing projects to ensure safe and sanitary living accommodations for persons of low income, in accordance with Florida Statutes.

Findings:

The terms of current members Regis Ann Sloan and Grover Miller, Jr. expired on August 31, 2022. Mr. Miller has served one term and Ms. Sloan has served three terms. Ms. Sloan and Mr. Miller have expressed their interest in continuing to serve as members of the Housing Authority.

The City Clerk's Office has not received any applications and recommends reappointing Mr. Miller to serve a second term and reappointing Ms. Sloan to serve a forth term, with approval to waive the two term limit by the City Commission.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Housing Authority Roster.pdf

City of New Smyrna Beach, FL

Housing Authority

Board Roster

Timothy Foldy

1st Term Aug 10, 2021 - Aug 31, 2025

Position Commissioner

Grover Miller, Jr.

1st Term Aug 29, 2018 - Aug 31, 2022

Appointing Authority City Commission
Position Resident Commissioner

Judy Reiker

2nd Term Aug 10, 2021 - Aug 31, 2025

Position Commissioner

Regis Anne Sloan

3rd Term Aug 29, 2018 - Aug 31, 2022

Appointing Authority City Commission
Position Vice Chairman

Rosemary Walker

3rd Term Aug 13, 2019 - Aug 31, 2023

Appointing Authority City Commission
Position Chairman

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

UTILITIES COMMISSION: CONSIDER THE REAPPOINTMENTS OF TWO (2) MEMBERS TO SERVE THREE-YEAR TERMS, EXPIRING ON SEPTEMBER 7, 2025.

September 13, 2022

Background:

The appointment expiration dates of two (2) current members are on September 7, 2022. Lillian Conrad has served one full term and Buddy Davenport has served two terms. Per the City of New Smyrna Beach Charter, terms are three years and members can serve three terms. Ms. Conrad and Mr. Davenport have expressed have expressed their interest in continuing to serve as members of the Utilities Commission to three-year terms, expiring on September 7, 2025.

Findings:

The City Clerk's Office received a few applications from citizens interested in being considered for the appointment. The applicants are:

- Lisa Martin, 618 South Pine Street
- Arthur vonBulin, 171 Live Oak Court (current Building Trades Board member)
- Chip Weston, 411 Hannah Jeanne Circle (current Turnbull Creek Land Preservation Committee member)

The City Clerk recommends reappointing Ms. Conrad to serve a second term and Mr. Davenport to serve a third term.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Utilities Commission Roster.pdf
New Smyrna Beach, FL Code of Ordinances UC Terms.pdf
Martin - UC Application.pdf
vonBulin - UC Application.pdf
Weston - UC Application.pdf

City of New Smyrna Beach, FL

Utilities Commission

Board Roster

Lillian Conrad

1st Term Aug 27, 2019 - Sep 07, 2022

Appointing Authority City Commission
Position Secretary-Treasurer

James "buddy" R Davenport

2nd Term Aug 27, 2019 - Sep 07, 2022

Appointing Authority City Commission
Position Vice Chairman

Richard K Hawes

2nd Term Aug 24, 2021 - Sep 07, 2024

Position Asst. Secretary-Treasurer

Mr. Lawrence J Kelly Jr.

1st Term Aug 24, 2021 - Sep 07, 2024

Appointing Authority City Commission
Position Commissioner

James Smith

1st Term Sep 04, 2020 - Sep 07, 2023

Position Commissioner

Sec. 8.03. - Same—Qualifications.

Each commissioner shall be a qualified elector and freeholder in New Smyrna Beach, but no employee or elected or appointed officer of the city shall be a commissioner and no commissioner shall serve more than three consecutive terms.

Boards & Commissions Application

Profile

Prefix	First Name	Middle Initial	Last Name
	Lisa		Martin

lisamartin999@gmail.com
Email Address

618 S. Pine Street
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Mobile: (408) 205-6842
Primary Phone

Home: (408) 205-6842
Alternate Phone

Which Boards would you like to apply for?

Utilities Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

If yes, in which Precinct?

805

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

13 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Friends Select

College(s)

University of Pennsylvania

Degrees held

BA

Martin._Lisa_-_UC_Application.pdf
Upload a Resume

Work Experience

Retired
Employer

Retired
Job Title

Please describe your work experience, if any.

Industrial/commercial back haul & aggregation communication network end equipment sales {30 years]

Community Involvement

Are you currently serving on another Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Previously on Code Enforcement, Neighborhood Council & Charter Review

Please describe any community groups or events you have been involved with:

Atlantic Center for the Arts, Hub on Canal, Habitat for Humanity, Room at the Inn, Little Theater

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

As a resident deeply involved with many of our community issues, I want to make a positive contribution to my home.

References

Name of Reference #1

Sue Childress

Address of Reference #1

614 S Pine St

Telephone Number of Reference #1

(305) 393-7404

Email address of reference #1

jacknsue@bellsouth.net

Nature of your relationship (business/personal).

personal

Name of Reference #2

Marvel Richards

Address of Reference #2

1099 Club House 32168

Telephone Number of Reference #2

(301) 332-7152

Email Address of Reference #2

marvelpeter@aol.com

Nature of your relationship (business/personal).

personal

Name of Reference #3

Nancy Hagood

Address of Reference #3

621 S. Pine 32169

Telephone Number of Reference #3

(386) 690-1281

Email address of Reference #3

hagoodnancy@gmail.com

Nature of your relationship (business/personal).

personal

Boards & Commissions Application

Profile

Prefix	First Name	Middle Initial	Last Name
	Arthur	E	Vonbulin

vegazny@outlook.com
Email Address

171 Live Oak Court
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (702) 403-3356
Primary Phone

Business: (702) 403-3356
Alternate Phone

Which Boards would you like to apply for?

Utilities Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

5Years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

2010 - Arizona - All rights restored.

Educational Background

High School

Farmingdale NY

College(s)

SUNY

Degrees held

Master Certificate Project Mgmt Villanova University

VonBulin__Arthur_-_Multiple_Boards_Application.pdf
Upload a Resume

Work Experience

Employer	Job Title
Please see below-LILCO Nevada Power Tucson Electric Power	Power Lineman, Supervisor Construction and Maintenance

Please describe your work experience, if any.

35 years in Electrical Utility Industry, including Residential and Commercial Development. This would be an appropriate and qualifying factor in consideration for the Planning and Zoning Board as Supervisor Construction and Maintenance, I was responsible for maintaining Customer Relations whether a Multi-million dollar Casino, Housing Developers, or a small Business in addition to planning for the Construction and adaptation of services for same

Community Involvement

Are you currently serving on another Board?

(•) Yes ( ) No

If yes, which Board and when were you appointed?

Building Trades October 2021

Please describe any community groups or events you have been involved with:

Volunteer HWY Cleanup ~SE Volusia Republican Club~ Volusia County Elections inspector

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

( ) Yes (•) No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I feel my experience in the industry would assist in offering advisement and to help my city. To have unbiased input without having direct Financial interests affect opinions.

References

Name of Reference #1

Beverly Bennenchietti

Address of Reference #1

321 Jessamine New Smyrna Beach

Telephone Number of Reference #1

(860) 899-6787

Email address of reference #1

Nature of your relationship (business/personal).

personal

Name of Reference #2

Colonel Bob McKee

Address of Reference #2

9 Par Dr New Smyrna Beach

Telephone Number of Reference #2

(386) 427 - 5410

Email Address of Reference #2

Nature of your relationship (business/personal).

personal

Name of Reference #3

Sandee Ragsdale (dba Merk's Bar & Grill)

Address of Reference #3

193 N. Causeway New Smyrna Beach

Telephone Number of Reference #3

(386) 405-5776

Email address of Reference #3

Nature of your relationship (business/personal).

Business / Personal

Boards & Commissions Application

Profile

Prefix	First Name	Middle Initial	Last Name
	Chip		Weston

cweston1@cfl.rr.com
Email Address

411 Hannah Jeanne Circle
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (321) 303-5611
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Utilities Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

If yes, in which Precinct?

805

What zone do you live in? *

☑ Zone 1

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

since 2014

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

☑ Prefer not to Answer

Political Party

☑ Prefer Not to Say

Gender

☑ Male

09/15/1948
Date of Birth

Educational Background

High School

College(s)

Rollins College

Degrees held

BA Behavioral Science

WestonResume2021.pdf
Upload a Resume

Work Experience

Please See Below
Employer

Please See Below
Job Title

Please describe your work experience, if any.

Owner Design and Marketing Studio, Director of Economic and Cultural Development - City of Winter Park, Adjunct Professor - Rollins College, Course Director - Full Sail University State of Florida Arts and Cultural Council, Chairman - Walt Disney World Festival of the Masters, Florida Alliance for Arts, Education Board - Winter Park Public Library Trustees Researcher in General Artificial Intelligence

Community Involvement

Are you currently serving on another Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community groups or events you have been involved with:

State of Florida Arts and Cultural Council, Chairman - Walt Disney World Festival of the Masters, Florida Alliance for Arts, Education Board - Winter Park Public Library Trustees - NSB Residents Coalition

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Apply knowledge of economics, technology, data analysis and artificial intelligence to the sustainability of the municipality

Please describe your interests and hobbies, if any.

Art, Music, Technology, Artificial Intelligence, Exercise, Gardening

References

Name of Reference #1

Richard Bryant

Address of Reference #1

847 S. Cooper Street New Smyrna Beach, FL 32169

Telephone Number of Reference #1

(954) 328 - 2520

Email address of reference #1

Nature of your relationship (business/personal).

Friend

Name of Reference #2

Genie Flynn

Address of Reference #2

108 Ocean Drive New Smyrna Beach, FL

Telephone Number of Reference #2

(386) 428 - 0967

Email Address of Reference #2

Nature of your relationship (business/personal).

Fellow NSB Residents Coalition Board Member

Name of Reference #3

Sally Gillespie

Address of Reference #3

610 N. Peninsula Avenue New Smyrna Beach, FL 32169

Telephone Number of Reference #3

(386) 689 - 8318

Email address of Reference #3

Nature of your relationship (business/personal).

Fellow NSB Residents Coalition Board Member

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

CITY MANAGER'S REPORT

September 13, 2022

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report - 9-13-2022.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Khalid Resheidat, City Manager

Re: **City Manager's Report – September 13, 2022**

Date: September 7, 2022

The City has received the second half of ARPA funds.

A Vulnerability Assessment Grant Application has been submitted to FDEP. The deadline was September 1, 2022.

The Police Department had an extremely busy weekend with the Labor Day holiday. Attached please find the activity of the OT units for the long weekend. These are in addition to the activity posted on the daily reports. Our appreciation to the Police Department for their dedication and hard work.

The City Manager participated in the monthly managers' call with Volusia County EOC.

The first public budget hearing is on 9/14/2022 at 5:01 PM.

Attached please find the August Social Media Report.

Attached please find updated city projects bid list.

Attached please find the CIP and SAP updates.

Attached please find the Utilities Commission July Capacity Metrics Report.

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

Kosorok, Tammy

Subject: FW: Labor Day Weekend Stats

From: Resheidat, Khalid
Sent: Tuesday, September 6, 2022 10:23 AM
To: Kosorok, Tammy <TKosorok@cityofnsb.com>
Subject: FW: Labor Day Weekend Stats

CM report 9/13/2022. Thanks

Khalid

From: Coffin, Mike
Sent: Tuesday, September 6, 2022 10:13 AM
To: Resheidat, Khalid <kresheidat@cityofnsb.com>
Subject: FW: Labor Day Weekend Stats

Good morning Khalid,

Here are the numbers for our efforts this weekend. These are in addition to the calls that are posted on the daily reports.

Very busy weekend.

Mike

From: Holloway, Josh
Sent: Tuesday, September 6, 2022 8:34 AM
To: Coffin, Mike <mcoffin@cityofnsb.com>; Feldman, Eric <EFeldman@cityofnsb.com>; Kirk, Christopher <ckirk@cityofnsb.com>
Subject: Labor Day Weekend Stats

The following are the stats from the overtime units this weekend:

Saturday:

- Speeding 9
- Stop Sign 1
- Traffic Control Device 4
- Improper Passing 1
- No insurance 1

Total 16

Sunday:

- Speeding 43
- Low Speed Veh. 3
- Crosswalk 1

- No DL 2
- Stop Sign 5
- Traffic Control Device 1

Total 55

Monday:

- Loud Music 10
- Speed 17
- DWLS 2
- Seat Belt 9
- Red Light 1
- Riding in bed of Truck 1
- Traffic Control 1
- Careless 2
- Hit and Run 1
- Civil Cite 2 (minors with alcohol and vape pen)
- NTA 1 (19 with vape pen)

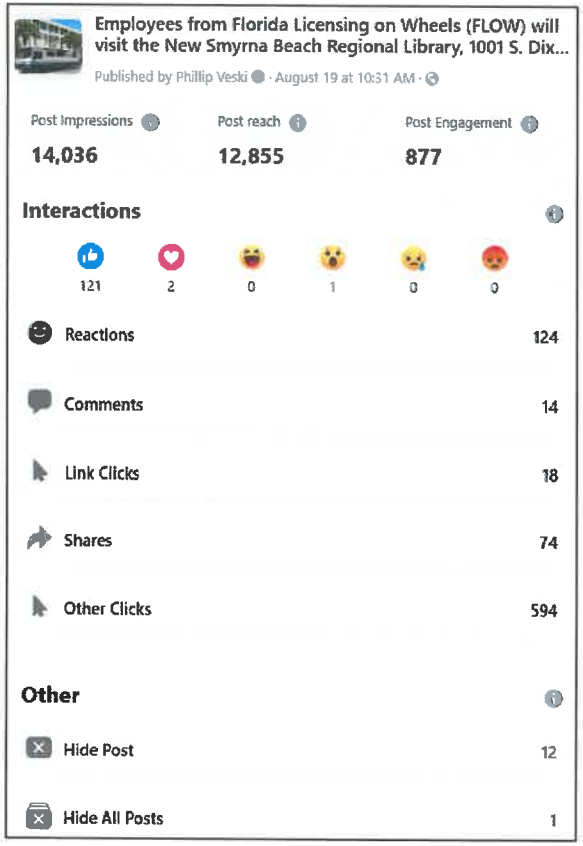
Total 47

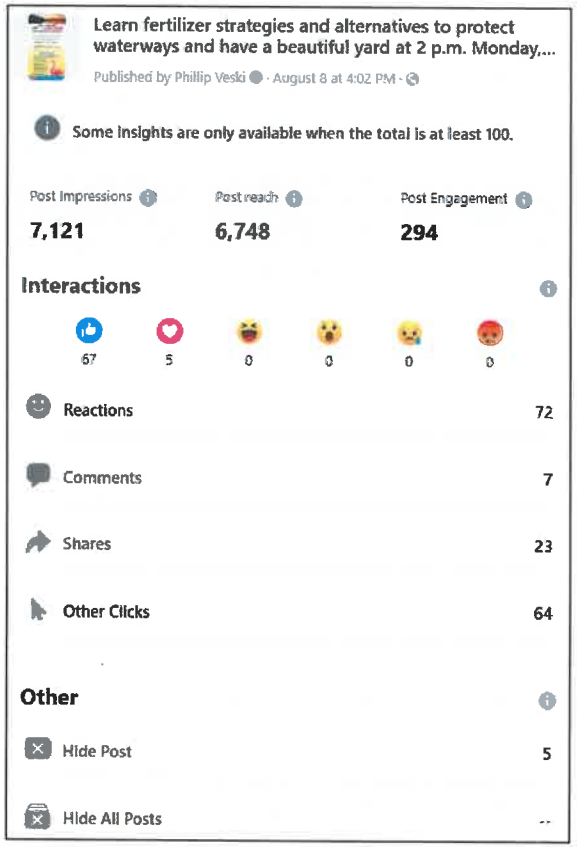
Sergeant Joshua Holloway
Special Operations Supervisor
New Smyrna Beach Police Department
246 Industrial Park Avenue
New Smyrna Beach, FL 32168
Office (386) 402-7742
jholloway@cityofnsb.com
www.cityofnsb.com

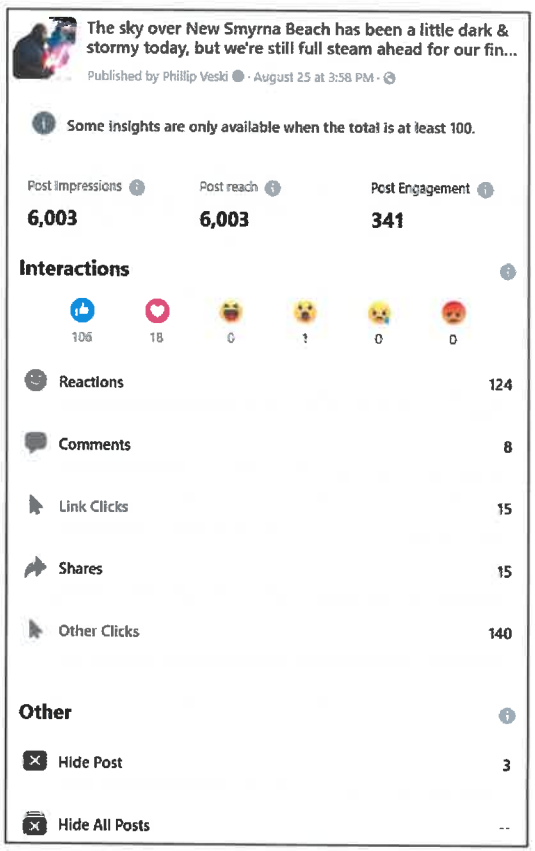
Social Media Followers as of Aug. 31, 2022 (+/- change from last report)				
Facebook	Nextdoor	Twitter	Instagram	YouTube
19,173 (+78)	11,560 (+119)	2,793 (+35)	2,531 (+50)	534 (+10)

Analysis: Followers were highly interested in an alternative to visiting the DMV (Florida Licensing on Wheels), fertilizer strategies and regulations, and Leisure Services' Free Summer Concert Series (most of all, Daniel "Saxman" Fuqua's performance). Followers were least interested in the City Commission's Aug. 18 budget workshop, Aug. 23 regular meeting, and opportunities to volunteer for a city advisory board.

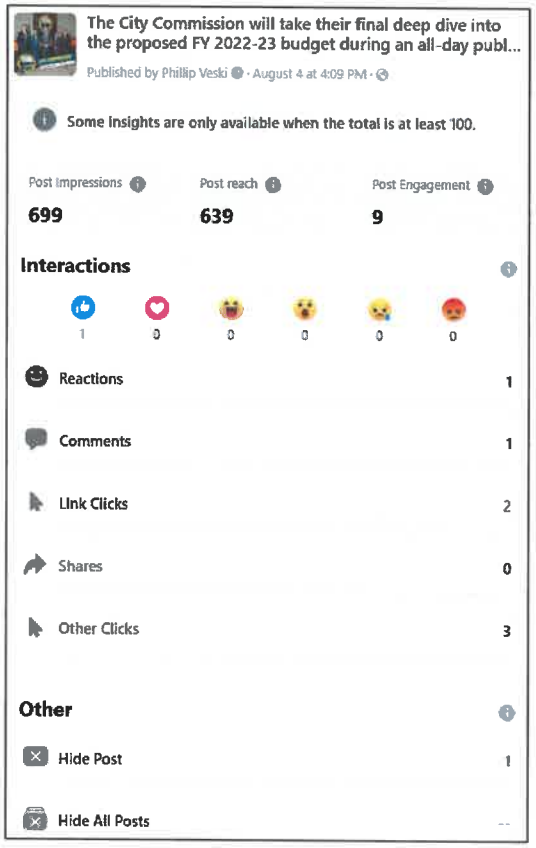
Highest Performing Posts







Lowest Performing Posts



The City Commission will take their final deep dive into the proposed FY 2022-23 budget during an all-day publ...

Published by Phillip Veski · August 4 at 4:09 PM ·

Some insights are only available when the total is at least 100.

Post Impressions	Post reach	Post Engagement
699	639	9

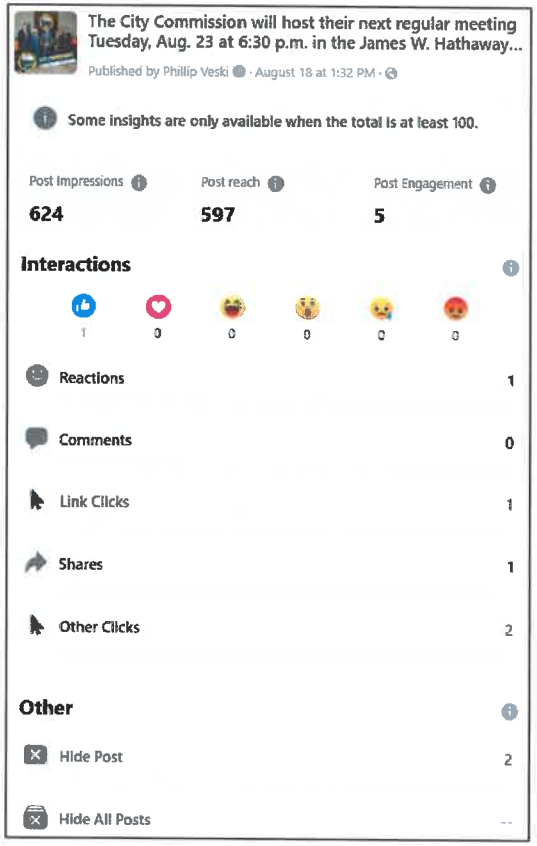
Interactions

1	0	0	0	0	0

Reactions	1
Comments	1
Link Clicks	2
Shares	0
Other Clicks	3

Other

Hide Post	1
Hide All Posts	--



The City Commission will host their next regular meeting Tuesday, Aug. 23 at 6:30 p.m. in the James W. Hathaway...

Published by Phillip Veski · August 18 at 1:32 PM ·

Some insights are only available when the total is at least 100.

Post Impressions	Post reach	Post Engagement
624	597	5

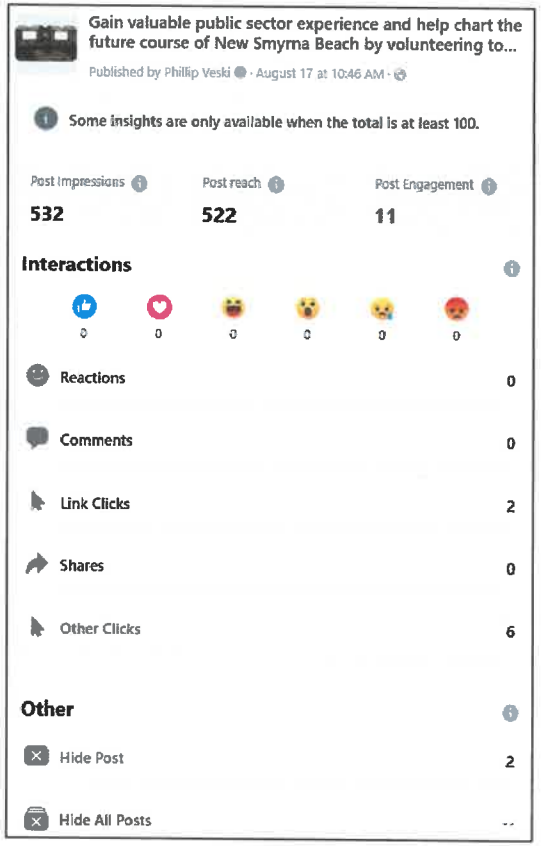
Interactions

1	0	0	0	0	0

Reactions	1
Comments	0
Link Clicks	1
Shares	1
Other Clicks	2

Other

Hide Post	2
Hide All Posts	--



Gain valuable public sector experience and help chart the future course of New Smyrna Beach by volunteering to...

Published by Phillip Veski · August 17 at 10:46 AM ·

Some insights are only available when the total is at least 100.

Post Impressions	Post reach	Post Engagement
532	522	11

Interactions

0	0	0	0	0	0

Reactions	0
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Other Clicks	6

Other

Hide Post	2
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Kosorok, Tammy

From: Resheidat, Khalid
Sent: Tuesday, September 6, 2022 10:23 AM
To: Kosorok, Tammy
Subject: FW: Updated Bid List
Attachments: Bid Tracking List 9-1-2022.pdf

CM report 9/13/2022. Thanks.

Khalid

From: Vivian, Janet
Sent: Thursday, September 1, 2022 12:01 PM
To: Alexander, Todd <TAlexander@cityofnsb.com>; Neibert, Ronald <RNeibert@cityofnsb.com>; Resheidat, Khalid <kresheidat@cityofnsb.com>; Bhola, Sheliza <sbhola@cityofnsb.com>; McCurdy, Shey <SMcCurdy@cityofnsb.com>; Edwards, Christopher <CEdwards@cityofnsb.com>; Weese, Arvin <aweese@cityofnsb.com>; Fegley, Kyle <kfegley@cityofnsb.com>; Veski, Phillip <pveski@cityofnsb.com>; Kosorok, Tammy <TKosorok@cityofnsb.com>; Kirby, Cathleen <ckirby@cityofnsb.com>; Nawrot, Sandy <snawrot@cityofnsb.com>; Ray, David <dray@cityofnsb.com>; Salazar, Robert <RSalazar@cityofnsb.com>; Ferrara, Stephanie <sferrara@cityofnsb.com>; Hall, Tammy <THall@cityofnsb.com>; Weese, Arvin <aweese@cityofnsb.com>; Youssef, Peter <pyoussef@cityofnsb.com>; Cosat, Jacob <JCosat@cityofnsb.com>
Subject: Updated Bid List

Good afternoon,

Attached is an updated bid list. Please share this information within your department.

This list includes bids that are advertised, in process and/or pending approval.

Let me know if you need any additional information.

Janet

BID NO.	TYPE	BID TITLE	STATUS COMMENT	ADVERTISED	PRE-BID MEETING	ADDITIONAL PRE-BID	Q&A DUE DATE	ADDENDA TO Q&A	DUE DATE	BID OPENING
03-21-ENG	ITB	5th STREET BRDIGE REPLACEMENT PROJECT CONSTRUCTION	ON HOLD - WAITING ON RESPONSE FROM FDOT							
02-22-ENG	ITB	EVEVATION OF 3 HOMES (HMGP #2)	ON HOLD - WAITING ON DIRECTION FROM DEPARTMENT	3/2/2022	3/23/2022		4/11/2022	4/18/2022	5/2/2022	5/2/2022
03-22-ENG	ITB	17 HOME DEMOLITION REBUILD PROJECT	ON HOLD - WAITING ON FDEM/CONSULTANT/DEPART							
05-22-CIP	ITB	US 1 (FINANCIAL PROJECT ID: 444-928-1-58-01) AND SR 44 (FINANCIAL PROJECT ID: 444-929-1-58-01) MEDIAN LANDSCAPE IMPROVEMENTS.	ADVERTISED	8/15/2022	8/24/2022		9/1/2022		9/15/2022	9/16/2022
09-22-CIP	ITB	CITY MARINA BATHROOM REMODEL	ON HOLD - WAITING ON INFORMATION FROM DEPARTMENT					1/31/2022		
17-22-LS	RFP	TURNBULL CREEK WATERSHED PRESERVATION PROJECT - OBSERVATION DECK	WAITING ON INFORMATION ON HOW TO PROCEED							
25-22-CRA	RFP	SELLING OF REAL PROPERTY - SMITH STREET	ON HOLD - PENDING TIMEFRAME OF MAINTENANCE OPS BLDG.							
26-22-ENG	ITB	SEVENTH STREET AND SOUTH STREET	PENDING AWARD, 9/13/2022 COMMISSION MEETING	7/14/2022	7/21/2022		8/4/2022	8/8/2022	8/15/2022	8/16/2022
28-22-LS	ITB	TRACK RESURFACING	WAITING ON APPROVAL USING A COOPERATIVE AGREEMENT							
30-22-HR	RFP	TEMPORARY STAFFING	IN PROGRESS - WORKING ON SPECIFICATIONS							
31-22-LS	RFP	4th OF JULY FIREWORKS DISPLAY	IN PROGRESS - WORKING ON SPECIFICATIONS							
32-22-AIR	ITB	EVB HANGAR T HANGAR REHABILITATION	IN PROGRESS - WORKING ON SPECIFICATIONS							
33-22-PD	ITB	AC REPLACMENT - POLICE DEPARTMENT	IN PROGRESS - WORKING ON SPECIFICATIONS							
34-22-ENG	ITB	BUILDING DEPARTMENT PARKING LOT AT WASHINGTON STREET AND FAULKNER	IN PROGRESS - WORKING ON SPECIFICATIONS	8/29/2022	9/8/2022		9/15/2022		9/29/2022	9/30/2022
35-22-LS	ITB	EXTERIOR PAINTING AND SANDBLASTING SERVICES - REBID	RECEIVED 8 BIDS - BEING EVALUATED	8/5/2022	8/12/2022		8/17/2022		8/19/2022	8/20/2022
36-22-CIP	ITB	27TH AVENUE BEACH ACCESS RAMP	IN PROGRESS - WORKING ON SPECIFICATIONS							

Phase/Category:	Project Name:	Status:	Notes:	Project Manager:	Architect/ Engineer:	Contractor/ Vendor:	Original Project Estimate:	Adopted City Budget:	Approved Budget Amendment:	Final Project Cost (Forecast):	Funding Source (1):	Funding Source (2):	Funding Source (3):	Design Completion Date (Planned vs. Actual):	Bid/Procurement Date (Planned vs. Actual):	Construction Start Date (Planned vs. Actual):	Contract Completion Date (Planned vs. Actual):
Airport Projects																	
Airport Projects	RWY 11-29 Compliance Study	Research/Evaluate	Justification of length for Take Off Distance Availble (TODA)	Arvin Weese - Airport Manager	AVCON (potential)		$200,000				FAA	FDOT	Local (Airport)	FY22/FY23			
Airport Projects	Airfield Signage Rehab Project Part b/b	PO has been issued.	Signage is the second part of the Airfield Marking/Signage Project.								FDOT 80%	City 20%					
Airport Projects	Backup AWOS -Design and Construction	FAA request to bypass bid process will be on 9/27/2022 agenda. We received two bids and have documentation that we attempted to get a third with no response.	Updated 1/18/21	Arvin Weese - Airport Manager	Gordon Reynolds	TBD	$35,000			$50,000	FAA 100%			Sep-21	March 15 2022	May 15 2022	
Airport Projects	Taxiway C Rehabilitation Phase 1 & 2	Final pay application is currently being processed for contractor. We ended up 44k under budget which will be given back to the FAA.	Updated 12/29/21	Arvin Weese - Airport Manager	GAI Consultants		$273,610 - Design / $2.28 Million - Construction			$307,840 - Design / $ 2.71 Million - Construction (includes all phases)	FAA (100%)			May '21	June '21	December '21	July '22
Airport Projects	Taxiway A Rehabilitation	FAA and FDOT have approved the grant and a PO has been issued. Consultants are starting the design process.	Design Project FY 22 - Reconstruction of pavement, modernization of fillet geometry, taxiway lighting, lighted windcone, pavement markings, stormwater.	Arvin Weese - Airport Manager	GAI Consultants	TBD	$175,000	TBD	TBD	TBD	FAA 90% (if approved)	FDOT 5% (if approved)	Local 5% (if approved)	FY22	FY 22	FY 23	FY 23
Airport Projects	Airport Administration & Maintenance Facility-Design (Complete) & Construction (Pending)	The grant was returned to FDOT; this project will be revisited in the future.	No Significant Update 9/9/21	Arvin Weese - Airport Manager	C&S - Kerrick Steigmeyer	To be confirmed - awaiting funding	$192,342 - Design / 1.35 Million Construction			$237,612 - Design / 2.0 Million Construction	FDOT (80%)	City (20%)					
Airport Projects	Fuel Farm Improvement	Survey and geotech is complete, waiting on geotech results. Schematic design will follow.	Additional Product Tank and Modernization of Fuel Farm Equipment	Arvin Weese - Airport Manager	AVCON - Pending CCNA Amendent	GAI - Jack Thompson	$200,000	TBD	TBD	TBD	FDOT 80% (if approved)	Local 20% (if approved)	N/A	FY 22	FY 22	FY 22	FY 22
Airport Projects	T-Hangar F Rehabilitation	AVCON is finalizing the design plans after a 90% design meeting on 7/14. I expect the 100% submittal within a few days.	Design/Construct Rehabilitation of revenue producing T-Hangar	Arvin Weese - Airport Manager	AVCON	TBD	$410,000	TBD	TBD	TBD	FDOT 80% (if approved)	Local 20% (if approved)	N/A	FY 22	FY 22	FY 22	FY 22
Airport Projects	Wildlife Hazard Management Plan (WHMP)	We are currently applying for depredation permit which will allow us to deter nuisance wildlife.	Updated 2/2022	Arvin Weese - Airport Manager	Michael Baker International	Mariben Andersen	$50,000			$20,000	FAA 100%			1-Oct-21	No Bid for planning document under CCNA.	November '21	March '22
Airport Projects	RFP for Airport Land Lease Development	Working on Re-Add and Spec.		Dir. CRA & Economic Dev. - Chris Edwards							Funding Not Required				11-Mar-22		
Concept (Pending Funding)																	
Concept (Pending Funding)	Hazard Mitigation Grant (HMGP) - Project #2	Received formal approval from FEMA for additional funding needed which allows the City to move forward with advertising for bids. Project currently out to bid. May 2nd bid Opening waiting on formal agreemt to take commision	Elevation of (3) homes (Benefit Cost Analysis Approach) - original request was for (4) homes. (1) home dropped out and has been approved by FEMA.	City Engineer - Kyle Fegley	Pegasus Engineering			$2,000,000 - FY21/22 (Pending Potential Loan #2 and bid value results)					Loan - TBD		November 21, 2021 (planned) vs. March 2, 2022 (actual)		
Concept (Pending Funding)	Hazard Mitigation Grant (HMGP) - Project #3	Agreement with DEM received approval by City Commission on 10/12/21. ProcureNow bid beginning to be set up with purchasing. Follow up with homeowners forthcoming. Still need to reach out to Home owners to get their input.	Demolition and Re-build of (17) Homes	City Engineer - Kyle Fegley	Pegasus Engineering			$2,000,000 - FY21/22 (Pending Potential Loan #2)									
Concept (Pending Funding)	Building Department Temporary Parking at Washington and Faulkner	Recieved Site Plan and Landscapiing plan. Preparing bid documents to advertise.	301 Faulkner Sreet	CIP Manager - Todd Alexander	TEDS	TBD	170,390 (Construction only)				TBD						
Concept (Pending Funding)	Fire Station #53 Addition	On Hold waiting outcome of potential real estate purchase to accomodate Fire personnell needs.	238 Industrial Park Ave	CIP Manager - Todd Alexander													
Concept (Pending Funding)	Skate Park Expansion	After pre-app meeting descsion made to not rezone.		Dir. Leisure Services - Robert Salazar	Team Pain												
Concept (Pending Funding)	Track resurfacing at Sports Complex	Going with Co-opertative strategy utilizing a contract from NCPA (National Cooperative Purchasing Alliance)		Dir. Leisure Services - Robert Salazar													
Concept (Pending Funding)	27th Ave ADA Ramp	Currently DMC is updated specs for full replacement. Bid to follow. DMC has 30% plans finished. Applying for permit modification thru USACE and FDEP CCCL. Received go ahead from USACE. Waiting on FDEP.		Dir. Maintenance Ops - David Ray	DMC		$187,500										
Concept (Pending Funding)	Pickleball Courts Paige Park	Next steps is to get direction from commisioners - on pending hold for next fiscal year		Dir. Leisure Services - Robert Salazar													
Design (Funded)																	
Design (Funded)	Marina Dock repairs	Survey Complete, in design on track to recieve 90% plans approx. July 21		CIP Manager - Todd Alexander	Taylor Engineering	TBD											
Design (Funded)	Corbin Park - Stormwater Master Plan - Design	Submitted to SJWMD for grant funding (1/3 cost share). Draft proposal received from Tetra Tech for design scope. Next step is to take to City Commission for approval in April 2022. Amend proposal amend to add place Turnbull Creek section.		City Engineer - Kyle Fegley													

Phase/Category:	Project Name:	Status:	Notes:	Project Manager:	Architect/ Engineer:	Contractor/ Vendor:	Original Project Estimate:	Adopted City Budget:	Approved Budget Amendment:	Final Project Cost (Forecast):	Funding Source (1):	Funding Source (2):	Funding Source (3):	Design Completion Date (Planned vs. Actual):	Bid/Procurement Date (Planned vs. Actual):	Construction Start Date (Planned vs. Actual):	Contract Completion Date (Planned vs. Actual):
Design (Funded)	Historic Westside - Stormwater Master Plan - Design	Entering into agreement with Tetra Tech for design. Have PO to start. Consultant working toward preliminary design efforts. Looking to get Concept within next 2 weeks for review.		City Engineer - Kyle Fegley	Tetra Tech						Stormwater Fund						
Design (Funded)	Turnbull Creek Management Plan Improvements	Parker Mychenburg working on design. 60% plans due mid september. Prokect schedule is attached below.		Dir. Leisure Services - Robert Salazar	N/A	TBD	$150,000	FY21 Budget: $150,000	N/A	TBD							
Design (Funded)	Gateway I-95 Landscaping	Land is cleared and new beds are defined. Trees are being planted. Plants have arrived and will be getting planted. Substantial completion expected by week of September 6th.		Dir. Maintenance Ops - David Ray				FY21/22 - $40,000			General Fund						
Design (Funded)	Golf Course - Maintenance Building	Issuing requisition for concrete slab and metal building.		Dir. Maintenance Ops - David Ray			$29,000	FY 21-22 - $29,000			General Fund						
Design (Funded)	City Hall (Existing) Office Adjustments	Moving forward with plan to reno floor plan.	In progress, Kelly's new office and City Attorney's office about 60% done. Looking to complete these two tasks and install new door for Code Enforcement prior to starting Ron's office and HR.	CIP Manager - Todd Alexander			$25,000	FY 21-22 - $25,000			$25,000						
Design (Funded)	North Atlantic - Drainage Project	90% comments done. Resolving comments shooting for May/June to advertise. Recieved draft joint utility relocation agreement with UC. Consultant working on 100% Plans - 3 weeks out.	Design & Construction of Proposed Exfiltration System	City Engineer - Kyle Fegley	Mead & Hunt		$102,000 (Design Only)				FY20-21 - Small Stormwater Projects						
Design (Funded)	Barracuda Blvd - Roadway Improvement (from traffic signal to base of bridge)	Working with Mead Hunt to develp design.		City Engineer - Kyle Fegley	Mead & Hunt			FY 21/22 - $250,000			2021 Loan #1 - Regions Bank						
Design (Funded)	Maintenance Operations - Relocation Plan	No Bidders - Looking to re-evaluate and go back out for Bid	Smith Street Relocation Plan	Dir. Maintenance Ops - David Ray	Concept Design - Michelle Vallance		$550,000 + Solar ($300,000)	FY 21/22 - $550,000 (2021 Loan #1 Regions) - Solar is currently being accessed in future Loan #2.			Line of Credit - $550,000						
Design (Funded)	Spyglass - Pier Removal (or Replacement)	On hold until further direction is given		Dir. Maintenance Ops - David Ray	DMC		$19,500	FY 20/21 - $19,500		$19,500	Capital Projects Fund (302) - $19,500						
Design (Funded)	Rocco Park - Pier Replacement	Submitted time extention waiting feedback from FEMA		CIP Manager - Todd Alexander	DMC		$30,000	FY 20/21 - $30,000		$30,000	Capital Projects Fund (302)			Feb-21	March 2021 vs. June 2021 (new target)		
Design (Funded)	AOB Site Improvements	Commision approved to reject bids on June 28th meeting. On hold until further notice.		CIP Manager - Todd Alexander	City Engineering - Peter Youseff	Various		$50,000			Parking Fund - $50,000				Feb-22	March/April 2022	Oct-22
Design (Funded)	Marina Bathroom Upgrade	On Hold until further notice		CIP Manager - Todd Alexander	Architecture Studio - Roland Sosa		$20,000 (Design) $60,000 (Construction)	FY 19/20 - $20,000 (Design) FY 20/21 - $65,000 (Construction) FY 21/22 - $120,000 (Pending -Carryforward for Construction)		$17,400 (Design) $120,000 (Construction)	City Marina (408) - $20,000 FY19/20 $120,000 FY21/22			Rebid Required:	Rebid: January 2022 (Planned)	TBD	TBD
Design (Funded)	Old Fort Wall - Restoration & Stabilization	No Bids Received - Looking to readvertise.		CIP Manager - Todd Alexander	GLE Architects			FY 20/21 - $180,000 FY 21/22 - $900,000 (Special Category State Grant)				State Grant Award - $900,000					
Design (Funded)	Woman's Club Stabilization & Restoration	No Bids Received - Working on Re-evaluate and go back out for bid.		CIP Manager - Todd Alexander	Bentley Architects + Engineers		$535,000	FY 20/21 - $535,000 + FY21/22 - $600,000 (Special Category State Grant) + FY22/23 500,00		$1,135,000	General Fund - $267,500	ECHO - $267,500	State Grant - $600,000	11/10/2021 – Purchase Order/Notice to Proceed Provided to Bentley. Design schedule states: Following NTP will be as follows (133 calendar days): •50% Construction Docs: 60 days – Target completion (Feb.18, 2022) •City Review: 14 days – Target completion (Mar. 4, 2022) •90% Construction Docs: 30 days – Target completion (April 4, 2022) •City Review: 14 days – Target completion (April 18, 2022) •Final Construction Docs: 15 days – Target completion (May 3, 2022) •Need State	May-22		
Design (Funded)	Washington St. (Riverside to US1)	Met with Don Bieger for page turn on 6/29/2022. Currently at 30% design plans.		City Engineer - Kyle Fegley	DRMP	TBD	$3,400,000 - Total Project Cost Estimate	FY20/21 - $400,000 - Design Only		TBD	FDOT - $1,020,000	Transportation Impact Fees (33%) - $1,020,000	$1,360,000 to be split between: Loan (TBD), UCNSB (TBD), and ARPA (TBD)	TBD	TBD	TBD	
Design (Funded)	5th Street Bridge Replacement	Finalized FDOT Lease agreement for ACROW Bridge. Meeting with FDOT 8/22/2023 to discuss Bid Documents, needed revisions and review process.		City Engineer - Kyle Fegley	DRMP		$2,516,531	FY 19/20 - $760,949 (TBD City/ TBD FDOT) FY 20/21 - $670,000 ($167,500 City/ $502,500 FDOT) FY 21/22 - $1,920,000 (2021 Loan)		$ 3,417,645.37 - (Updated 12/18/20)	FDOT $ 2,563,234.78 - (Updated 12/18/20)	Capital Projects Fund - $ 854,410.60 - (Updated 12/18/20)		November 2021 (submitting for final reimbursement)	March 14, 2022 - out to bid target April 2022 - Bid opening date	May/June 2022	FY 2022

Phase/Category:	Project Name:	Status:	Notes:	Project Manager:	Architect/ Engineer:	Contractor/ Vendor:	Original Project Estimate:	Adopted City Budget:	Approved Budget Amendment:	Final Project Cost (Forecast):	Funding Source (1):	Funding Source (2):	Funding Source (3):	Design Completion Date (Planned vs. Actual):	Bid/Procurement Date (Planned vs. Actual):	Construction Start Date (Planned vs. Actual):	Contract Completion Date (Planned vs. Actual):
Bidding & Award																	
Bidding & Award	Barracuda Blvd Bridge Replacement	Working with FDOT on CEI and Construction bid amounts. Working with FDOT on Bulk-Head wall replacement. Likely to push start date back to Nov.		City Engineer - Kyle Fegley	FDOT - Managing Design Consultant	FDOT - Managing Future CEI & Contractor	$2,915,094 - Initial estimate $3,932,779 - Updated estimate (early 2022)	FY 19/20 - $295,000 ($73,750 City/ $221,250 FDOT) FY 20/21 - $760,000 ($190,000 City/ $570,000 FDOT) FY21/22 - $3,000,000 (2021 Loan #1)		$4,365,012 - (Updated 12/18/20)	FDOT - $3,242,336 - (Updated 12/18/20)	City - $1,122,676 - (Updated 12/18/20)			FDOT completed bid opening on Bid opening value was $ 4,388,956.40 - Target award date was 3/30/22	May-22	
Bidding & Award	CURRENT BID SCHEDULE - AVAILABLE HERE	See attachment below for updates on planned or active bids. Also available below is a link to ProcureNow for further details on posted bids.															
Bidding & Award	Hazard Mitigation Grant (HMGP) - Project #1	Request has been submitted to DEM for additional need for funding on each home due to existing foundation concerns. Staff has received unofficial approval for additional funding needs. Formal agreement forthcoming. Contractor has signed the construction contract for this project. Formal approval of contract to be presented to City commission at future meeting once formal approval from DEM & FEMA is received. Meeting with residence forthcoming in order to begin this project. Wtg formal amendment from DEM.	Original Elevation of (9) homes; (3) homes have dropped out.	City Engineer - Kyle Fegley	Pegasus Engineering	Ducky Johnson House Movers	$1,566,924	$1,566,924 - FY20/21 $2,000,000 - FY21/22 (Pending)			Hazard Mitigation Grant - $1,175,193	Stormwater Fund - $315,000	Loan - TBD				September 2022 - deadline for FEMA funding
Bidding & Award	Indian River Stormwater Project (RAP)	In final stages of Construction. Looking to wrap up early, end of July.	Diversion Structure	City Engineer - Kyle Fegley	Michael Baker International	Built-Rite	$675,000 - ($437,506 - Design / $237,500 - Construction)	$1,000,000			Stormwater Fund			April (Planned) /June 2021	June (Planned) / January 14, 2022 (Bid Opening Date)	Mar-22	
Bidding & Award	South St - Sidewalk	In Bid review, expected to go to commsion meeting 9/13/2022 for consent.		CIP Manager - Todd Alexander	Mead & Hunt		$68,842 - Design Only				2005 General Obligation Bond (303 account)						
Bidding & Award	7th St - Sidewalks	In Bid review, expected to go to commsion meeting 9/13/2022 for consent.		CIP Manager - Todd Alexander	Mead & Hunt		$43,696 - Design Cost Only				2005 General Obligation Bond (303 account)						
Bidding & Award	Median Landscape Improvements (SR 44 & US1)	Out for Bid, proposals due 9/16/2022		Dir. Maintenance Ops - David Ray	S&ME		$1,120,300			$1,120,300	FDOT - $770,300	Loan - $150,000	CRA - $200,000		Advertise by TBD.	Q2 of 2022	
Construction																	
Construction	Babe James - Shade Structure	Construction has started for Shade Structure - Expected Phase I completion date is 9/12/2022.	Installation of Shade Sail for Playground and Seatwall	CIP Manager - Todd Alexander	N/A	Top Line Recreation	$95,099	$145,099		$135,005.56	CDBG - $95,099	CRA - $50,000 (if required)		Feb-21	April 2021(planned) May (actual)	July 2021 (planned) October 20, 2021 - NTP	September 2021(planned) February 28, 2022
Construction	Artificial Turf - Babe James Playground	Currently schedule to start construciton 9/12/2022		CIP Manager - Todd Alexander			$95,789				CDBG - NTP Received 12/27/2021			N/A	Issue Invitation to Bid Notice: -Feb. 3, 2022 Pre-Bid Meeting: -Feb. 11, 2022 @11:00am Deadline for Written Questions: -Feb 18, 2022 @ 5:00pm Deadline for Posting Addenda: -Feb. 22, 2022, 5:00pm Bid Opening: -March 3, 2022 @ 3:00pm	Construction to commence after Shade Systems is installed. Target start date is August 15, 2022	
Construction	Traffic Signal - SR 44 at Canal/Station 50	NTP thur. 7th, reviewing shop drawings and in pre-construction activities.		City Engineer - Kyle Fegley	TEDS / DRMP (CEI)	TCD	$500,000	FY19/20 - $500,000 FY20/21 - Carryforward FY21/22 - Carryforward $423,000		$662,662 - construction contract amount for TCD. Will need additional funding for CEI and post-design engineering services from TEDS. All funded by transportation impact fees.	Transportation Impact Fees - $500,000			February 2021(Planned) vs. August 2021 (Tentative)	March 2021(planned) vs October 2021(Actual)		
Archive Projects																	
Archive Projects	Contract Renewals for Planners	Renewals completed week of 1/25/22															
Archive Projects	Historic Westside - Stormwater Master Plan - Feasibility Study	Feasibility Study complete - proposal for design services received.		City Engineer - Kyle Fegley	Tetra Tech		$250,000 - Design Only	FY19/20 - $250,000 FY20/21 - Carryforward FY21/22 - Carryforward			Stormwater Fund - $250,000			October 2021 - Feasibility Study			
Archive Projects	Hope Avenue - Drainage Project	Utilities installed, pump installed. Site restoration underway and final close out paperwork. Substantially complete as of 3/3/22 CIP Update.		City Engineer - Kyle Fegley	Parker Mynchenberg	HydroService	$131,625 (Pump and overall construction.) - $45,000 (Utilities)				FY20-21 - Small Stormwater Projects			Dec-21	Complete - Design/Build Approach was pursued.	Mid- January 2022	
Archive Projects	Corbin Park - Stormwater Master Plan - Feasibility Study	Reviewing proposed options for improvements and determine next steps. Public Meeting held Wed. January 19, 2022 @ 6pm Hidden Pines Clubhouse. Feasibility phase is complete. Design phase to follow.		City Engineer - Kyle Fegley	Tetra Tech		$250,000 - Design Only	FY19/20 - $250,000 FY20/21 - Carryforward			Stormwater Fund - $250,000						
Archive Projects	Buena Vista Park - Pier Replacement	Targeting Completion for October 28, 2021. Substantial Completion walk through held 10/14/21. Formal completion was 10/29/21 - Reimbursement through FIND is underway.		Dir. Maintenance Ops - David Ray	DMC	Brother's Construction, Inc.	$698,400	FY 20/21 - $698,400		$ 491,667.50 - Contract Award; plus $57,000 in engineering/design costs	Capital Projects Fund - $398,400 ($274,333.75 actual 50/50 split)	F.I.N.D. - $300,000 ($274,333.75 actual 50/50 split)		Jan-21	February 13, 2021 (Out ot Bid) March 23, 2021 (Bid Opening) April 27, 2021 (Commission Award)	June 21, 2021 (NTP)	December 21, 2021/ October 19, 2021 (Target)
Archive Projects	RFQ for Architects 16-21- ENG	Four firms awaiting commision approval	Under evaluation - in process for reshedule														

Phase/Category:	Project Name:	Status:	Notes:	Project Manager:	Architect/ Engineer:	Contractor/ Vendor:	Original Project Estimate:	Adopted City Budget:	Approved Budget Amendment:	Final Project Cost (Forecast):	Funding Source (1):	Funding Source (2):	Funding Source (3):	Design Completion Date (Planned vs. Actual):	Bid/Procurement Date (Planned vs. Actual):	Construction Start Date (Planned vs. Actual):	Contract Completion Date (Planned vs. Actual):
Archive Projects	Jefferson St. Parking Lot	The project is now complete and a ribbon cutting ceremony has been scheduled for August 11th at 10am.	Addition of (17) parking spaces along Jefferson St.	City Engineer - Kyle Fegley	City Engineering Team	D&W Paving, Inc	$250,000	$282,607 - CRA		$282,607	CRA - $282,607					Jan-21	30-Jul-21
Archive Projects	Road Resurfacing	Substantially Complete		Dir. Maintenance Ops - David Rav	N/A	Halifax Paving	$700,000	FY 20/21 - $700,000		$700,000	Capital Projects Fund - $700.000				N/A - Piggyback	Apr-21	
Archive Projects	North Causeway Bike Path	Under Construction - Asphalt has been removed currently installing root barriers. Repaving complete April 2021.		Dir. Maintenance Ops - David Ray		P&S Paving	$125,000 (trending under)				General Fund						
Archive Projects	Wildlife Hazard Assessment (WHA)	Project Completed -Received FAA Approval 10/16/2019					$99,993			$99,993	FAA (90%)	FDOT (8%)	City (2%)				
Archive Projects	Terminal Apron & South Hangar Apron and Taxilane	Project completed in September 30, 2020.					1381102.94			$1,381,102.94	FAA (90%)	FDOT (8%)	City (2%)				
Archive Projects	Pettis Park Basketball Courts	Graphics remain to be placed on the courts. Substantially Complete. Ribbon Cutting forthcoming - early February 2021.		Dir. Leisure Services - Robert Salazar		NIDY				$140,000	CDBG - $93,460	General Fund - $36,540	CRA - $10,000				
Archive Projects	City Hall Annex	Project received Certificate of Occupancy on Friday August 6, 2021. Currently in Close-Out Phase.		CIP Manager - Todd Alexander	GLE Architects	A.G. Pifer Construction	$4,719,456			$ 4,922,941 (Updated 4/21/2021); includes CO #6	Capital Project Fund - $2,371,182 General Fund - $7,295.54 (thru CO #6; Updated 04/21/2021)	Building Fund - $1,548,274 + $196,189.61 (pending thru CO #6; Updated 04/21/2021)	ECHO - $800,000		Mar-19		October 2020 (original) 06/22/2021 (current) 08/06/2021 (actual)
Archive Projects	Inwood Avenue - Sidewalk	Complete		City Engineer - Kyle Fegley	City Engineering Team - Peter Youseff	TBD	$22,400				General Fund - $22,400						
Archive Projects	Railroad Avenue Project	Construction to commence week of 1/25/2021 - project completed 1/29/2021.	Paving of Railroad Avenue	Dir. CRA & Economic Dev. - Chris Edwards												1/25/2021	1/29/2021

Category	Item	Current Action:	Notes:	Assignee	Action By:	Action By (2):	Action By (3):	Estimated Cost:	Funding Source:
On-Going Efforts									
On-Going Efforts	CT.1) More specific Commission workshop sessions on these identified strategic topics	Next workshop sometime mid Aug.	Looking to establish next date possibly in August 30th from 9:00am to 1:00pm	Khalid Resheidat	City Manager	City Clerk		Staff Time	
On-Going Efforts	GM.5) Engage the UC through increased collaboration for strategic and planning initiatives.	Meeting will be scheduled late Fall.	Looking to schedule next meeting - to discsuss city projects. Work on joint meeting with UC October /November	Khalid Resheidat	City Manager				
On-Going Efforts	TC.2.2) Create designated loading zones for the historic retail main streets.	Pilot Program implemented and making adjustments based on community input. Continuing to work closely with delivery companys and business owners for strategic delivery timeframes/days. Added (3) additional loading/unloading zones. City staff will continue to improve delivery operation in general.	On going - still working on deivery times and zones. Working with Parking Ambassador to find additional loading and unloading zones.	Khalid Resheidat	Police Chief	City Manager			
On-Going Efforts	CT.4) Facilitate stronger engagement and participation in Westside neighborhood community involvement	Limited attendance at monthly standing meetings. Will continue to encourage community to remain involved.	Met with Pastor Pete reopen dialogue - on going dialogue looking to go out to survey the community within next month.	Khalid Resheidat	City Manager	Police Chief		$15,000	
On-Going Efforts	CT.10) Promote Diversity participation, all demographics at public events.	Staff to continue to communicate important items publicly for resident awareness in order to attend proper public meetings. This will also be tracked with "CT.4 - Facilitate stronger engagement and participation in Westside neighborhood community involvement"	Chris and Irma to take over	Chris Edwards					
On-Going Efforts	TC.1.1) Promote pedestrian, bicycle and character enhancements to state and county roads	Partner with TPO, County, & FDOT to advance connectivity programs throughout the City.	On going - Attending TPO (virtually or in-person), County & FDOT.		Development Services				
Priority									
Priority #1	QM.2) Develop Clear Metrics for identified Quality of Life / Character factors (such as: historic buildings, tree canopy coverage, park acreage, utilization of community facilities, etc)	Staff to review current in-house data amongst departments and determine what information is readily available to track. Meeting held to dive deeper on an overall work plan for this item. Sample data report to be prepared for initial presentation to the City Commission by June 2022 for hopes to adopt with next years fiscal year.	Going well, dept. tracking services draft report by May	Phillip Veski	Public Information Officer			$60K - is included in cost for CT.3 Benchmarking Survey	
Priority #1	GM.2) Update the land development / zoning code (LDC), particularly examining several issues.	Implement LDR Revisions to address items 1-5 as noted. #5 Parking Requirement to be addressed after requested workshops. Consultant was hired for assistance with #5. Items addressed by updating PUD, which is scheduled for P&Z on July 18. Landscaping will be updated with consultant (beginning July 2022). Height is a separate ordinance (#3) being handled by Assistant City Manager/DDS.	1.) Residential and neighborhood design standards, especially for new western development. 2.) Required open space and community service elements. 3.) Building Form (including height) as opposed to Density measures. 4.) Commercial design, site planning and buffers. 5.) Parking requirements. On going - breaking out into smaller pieces should have results in a couple of months		Development Services			$25,000 - $50,000 - To be funded in future Strategic Planning Initiatives. Landscape consultant is under $25K.	Planning & Parking Fund
Priority #1	GM.4) Proactively manage western growth through comprehensive planning, LDR amendments and partnerships between land owners, city and agencies.	Economic Development Summit held 2/24/22 to discuss potential for growth west of I-95 for industrial use opportunities. Infrastructure improvements and overall needs were discussed as focal points for future developments.	Tied to previous task - Most of Western growth existing PUD's		Development Services	Economic Development Director	Public Information Officer	Cost captured in efforts for GM.2	See GM.2
Priority #1	ER.2) Explore opportunities for enhanced stormwater treatment and Best Management Practices for water quality prior to outfall, particularly to any rivers or streams.	Benchmark City Stormwater standards against municipal industry leaders in Stormwater management; update City standards accordingly. Intend to highlight City's current standards as compared to other similar City Standards.		Kyle Fegley	Engineering				Stormwater Fund
Priority #1	TC.1.2) Identify opportunities for new local street sidewalk and bicycle enhancements.	Currently working to construct known locations as previously identified on Planning Map attached. Implement projects as funding allows. 7th Street sidewalk 60% design. South St. survey still underway.		Todd Alexander	Capital Improvement Project Manager	Engineering		$50,000 - $100,000	
Priority #2	TC.2.3) Explore partnerships for shared use parking facilities.	Have meeting with businesses owners and stakeholders mainland and beachside June 23 to discuss parking.	Confer with Bob M regarding P&Z action items		Development Services			Staff time	Any funding requirements are tracked under GM.2
Priority #3	QM.3) Develop a strategic working group and partnerships regarding homeless issues, services and peer city success models.	Need to change title and develop new plan		Khalid Resheidat	City Manager	Police Chief	City Attorney		SE Volusia Cities (NSB, Edgewater, Oak Hill, Port Orange), Churches, Business, County

Category	Item	Current Action:	Notes:	Assignee	Action By:	Action By (2):	Action By (3):	Estimated Cost:	Funding Source:
Priority #3	ER.4) Update Stormwater Master Plan to explore opportunities for regional stormwater management facilities.	Completing current budgeted Regional Stormwater Master Plans (Historic Westside and Corbin Park). Overall update of to Citywide Stormwater Master Plan to be budgeted for Future consideration. Intend to fund via American Rescue Plan a study for North Beach Stormwater Master Plan and to update the Citywide Master Plan. Proposal request underway from consultant.	Commision approved the proposal for Tetra Tech need design status	Kyle Fegley	Development Services	Engineering		$200,000 (For Consultant)	Stormwater Fund/ American Rescue Plan (TBD)
Communication & Trust									
Communication & Trust	CT.5) Facilitate constructive public involvement regarding development west of I-95, balancing community issues	Hold Public Meeting west of I-95 to discuss concerns and needs. Need to determine meeting date/location at future date. Potential Town Hall meeting to be established early 2022.	Still working schedule Town Hall meeting (Hartman)	Khalid Resheidat	City Manager	Assistant City Manager	Public Information Officer	$10,000	
Communication & Trust	CT.7) Interactive City Map (story map) of current Private and Public Developments.	Staff currenlty updates monthly for City website Development Activity Report.	Current plans is to develop proof on concept using CIP. TA provided access to project folders. PM will be responsible for updating. Need workflow process.	Phillip Veski	Public Information Officer			Staff Time	
Quality of Life Measures									
Quality of Life Measures	QM.4) Develop long range plan for Administrative Office Building site.	Short term use - Ad went out 4/6/2022, Proposal due 5/6/2022.	Waiting outcome for F.I.N.D. grant application to develop plans going forward.	Todd Alexander	City Manager	Capital Improvement Project Manager		Staff Time	Parking Fund/ F.I.N.D.
Quality of Life Measures	QM.5) Develop programs to support local businesses and/or 'live where you work' programs.	Economic Development Director to work with the Economic Development Task Force once members are approved by City Commission and a meeting schedule is established.	Next step meeting with economic development board.	Chris Edwards	Econonic Development Director			$20,000	
Quality of Life Measures	QM.6) Develop long range plan for Conservation Lands (Turnbull Creek Lands & Existing Lands)	Currently in Acquisition Phase. Next phase will be to determine usage and management of acquired land. Turnbull Creek Committee meeting was held 2/28/22 to review properties still available as well as current conditions of potential improvements that may be occurring due to prior acquisitions. Management Plan being implemented (May 20, 2022).	Still in acquisition phase, no willing sellers. Approach those individuals for conservation easement. Need realtor to rep CIty.		Development Services	City Manager		$200,000	
Quality of Life Measures	QM.7) Explore needs to bring additional community services to the western (I95) neighborhoods.	To be tracked with CT.5 regarding constructive involvement with western I-95 community.							
Quality of Life Measures	QM.8) Discuss ideal programs to support local businesses and/or "live where you work" programs with newly appointed Economic Development Task Force at the next available meeting			Chris Edwards					
Growth Management									
Growth Management	GM.1) Consider a SR 44 Corridor Plan to address commercial development and character along the corridor.	Review and Update the Zoning & LDR along SR 44 Corridor with consideration of distinct standards by segment by providing specific design guidelines.	I believe this is complete, per Robert M.		Development Services			Staff time	
Growth Management	GM.3) Develop a working group on Attainable Housing.	List of vacant city properties was presented to the City Commission for consideration of affordable housing locations. Next step will be to address the disposition. RFP for Property Acquisition or for Non-Profit Organizations is in development. Explore the feasibility of partnering with the Community Land Trust Program.	Update to come in April, update RFP. City has take vacant prop. to commision, Ron to work with Shey and Bob to develop RFP.	Khalid Resheidat	City Manager			Staff time	
Environment & Resiliency									
Environment & Resiliency	ER.3) Develop BMP programs for low impact development, rain gardens, native plants and other techniques to address water quality and stormwater impacts.	Evaluate current BMP Program and consider other opptions available to enhance water quality. To be tracked with ER.2 in Priority #1	To be tracked with ER.2 in Priority #1 - consultant reviewing LDR for storm water management. Defining scope and in process of retaining our consultant	Kyle Fegley	Engineering				
Environment & Resiliency	ER.5) Promote a Culture of Environmental Sustainability in NSB.	Partnership with Marine Discovery Center to prepare a Sustainability Plan to promote a culture of Environmental Sustainability. Green building requirements to be revisited as it pertains to LDR requirements.	On going		Development Services	City Manager		$50,000	
Transportation & Circulation									
Transportation & Circulation	TC.1) Enhance Roadway Character and livability.	Refer to TC1.1 - TC1.5 for subtasks	Refer to TC1.1 - TC1.5 for subtasks						
Transportation & Circulation	TC.1.3) Pursue opportunities for local street and network connections.	Identify and require connections where needed and appropriate.	On hold waiting on future direction	Kyle Fegley	Development Services				
Transportation & Circulation	TC.2.1) Examine opportunities for 'park once' districts that allow for efficient parking and access to multiple locations.	Update Transportation Element in Comprehensive Plan Update via consultant.	On hold wtg future direction		Development Services				

Category	Item	Current Action:	Notes:	Assignee	Action By:	Action By (2):	Action By (3):	Estimated Cost:	Funding Source:
Transportation & Circulation	TC.3.1) Develop program to implement Ride Share (Bike Share and Scooter Share).	Monitor industry best practices and develop recommendations. Considering approach to engage a Transportation Consultant.	On hold wtg future direciton		Development Services				
Transportation & Circulation	TC.3.2) Continue to develop Local Shuttle to serve the Loop.	Seeking special events to implement pilot program when possible. ON HOLD DUE TO COVID-19	On hold wtg future direction	Todd Alexander	Capital Improvement Project Manager				
Completed									
Completed	TC.3) Develop projects for multi-modal mobility.	Refer to TC.3.1 - TC.3.2 for subtasks	Refer to TC.3.1 - TC.3.2 for subtasks						
Completed	TC.2) Develop comprehensive solutions to Parking		Refer to TC.2.1 - TC.2.3 for subtasks						
Completed	TC.1.5) Accept a measure of slower speeds and commute time in exchange for safety, beauty and walkability.		to be tracked with efforts associated with TC.1.1 - TC.1.4						
Completed	CT.2) Newly created city website launched Feb. 20, 2020.	Continue to update and improve City website.			Public Information Officer			Staff Time	
Completed	ER.1) Evaluate resiliency strategy for Coastal flood areas.	Efforts will continue to be implemented and new projects identified annually.	1.) Examine current base flood elevation projection data and consider what appropriate standards should be for new construction elevation. 2.) Identify opportunities for stormwater storage as well as stormwater flow so that potentially flood prone areas have less risk of long-term inundation. 3.) Focus work efforts on inboard areas with highest probability for flooding and prolonged inundation.	Derek Burr	Development Services				
Completed	TC.1.4) Explore opportunities for Traffic Calming techniques city-wide where requested.	Adopted by Commission meeting on June 22, 2021.		Derek Burr	Development Services	Police Chief		TBD - for potential installation cost	General Fund
Completed	CT.8) Measure and Document Social Media Participation.	Social Media tracking report to be developed and published monthly.			Public Information Officer			TBD	

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

CITY CLERK'S REPORT

September 13, 2022

Background:

The City Clerk's Office would like to share the following information:

Elections

The 2022 Election information is located on the City Clerk's webpage. The General Election will be held on Tuesday, November 8, 2022.

Upcoming Events

- Tuesday, September 13, 2022 @ 6:30 PM: Regular City Commission Meeting, City Commission Chambers
- Wednesday, September 14, 2022 @ 5:00 PM: First Budget Hearing - City Commission Special Meeting, City Commission Chambers
- Thursday, September 22, 2022 @ 6:00 PM: VLOC Dinner Meeting, Ponce Inlet
- Tuesday, September 27, 2022 @ 6:30 PM: Second Budget Hearing and Regular City Commission Meeting, City Commission Chambers
- Monday, October 24, 2022 @ 5:30 PM: State of the City, Brannon Center

CITY COMMISSION MEETING SCHEDULE - SEPTEMBER

Weekday	**Date**	**Time**	Meeting Type
Tuesday	September 13, 2022	6:30 PM	Regular City Commission Meeting
Wednesday	September 14, 2022	5:00 PM	First Budget Hearing (Special Meeting)
Tuesday	September 27, 2022	6:30 PM	Second Budget Hearing & Regular City Commission Meeting
Monday	October 24, 2022	5:30 PM	State of the City

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk