City Commission Regular Meeting
Tuesday, January 26, 2021 at 6:30 PM

Brannon Center 105 South Riverside Drive, New Smyrna Beach, FL 32168

1. OPENING OF MEETING

1.A. Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Senior Chaplain Tom Prucnal 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 Proclamation: Honoring Law Enforcement Personnel.

4.B Proclamation: In Honor of Dr. Martin Luther King, Jr. Day.

4.C Proclamation: In Honor of Black History Month.

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 Regular Meeting Minutes

from December 8, 2020.

6.B Interlocal Agreement for Fleet Fueling Services between the City of New Smyrna Beach and the NSB Utilities Commission.

6.C Consider the approval of a "Promo Rate" regarding the Brannon Center Fees.

7. ADMINISTRATIVE ITEMS/NEW BUSINESS

7.A Airport Advisory Board December 8, 2020 Workshop - Discussion on Runway 7/25 and Runway 11/29 Alternatives.

7.B Consider the approval of a lease extension for the Coronado Community United Methodist Church.

7.C Consider the approval of the purchase of a property located at 214 Columbus Avenue.

7.D Consider a request for approval of a funding source to resurface asphalt bike/walking path along the North Causeway from just east of Riverside Drive to DeSoto Drive.

7.E Consider the approval of LA-5-20: License Agreement regarding the property located at 521 South Cooper Street.

8. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

8.A Ordinance No. 106-20: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 41.2 acres of parcels from Volusia County zoning of A-3, Transitional Agriculture and RC, Resource Corridor, to City PUD, Planned Unit Development with a Master Development Agreement and a Conceptual Development Plan for the Hidden Lakes Village senior residential development.

8.B Ordinance No. 01-21: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 2.85 acres of land located under one parcel addressed as 345 Corbin Park Road.

8.C Ordinance No. 02-21: 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 on approximately 2.85 acres of land, under one parcel number addressed as 345 Corbin Park Road as part of an overall annexation application.

8.D Ordinance No. 03-21: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 2.85 acres of land located on a single parcel addressed as 345 Corbin Park Road as part of an overall annexation application.

8.E Ordinance No. 04-21: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend Land Development Regulation Section 604.12 - Signs. This text amendment would allow a new business to erect a banner, up to 32 square feet, within the first 45 days after receiving a Business Tax Receipt without obtaining a building permit.

9. ORDINANCES - FIRST READING

9.A Ordinance No. 05-21: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and public Hearing, would grant a non-exclusive Franchise Agreement to Creech Enterprises, Inc. dba Southeast Containers.

9.B Ordinance No. 06-21: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would grant a non-exclusive franchise agreement to GEL Recycling, LLC.

9.C Ordinance No. 07-21: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would grant a non-exclusive franchise agreement to Fence Service Inc., DBA: FSI Roll-Off Containers.

10. BOARDS AND COMMISSIONS

11. MAYOR AND COMMISSION REPORTS

12. CITY MANAGER'S REPORT

12.A City Manager's Report.

13. 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 - CITY CLERK'S OFFICE

PROCLAMATION: HONORING LAW ENFORCEMENT PERSONNEL.

January 26, 2021

Background:

Mayor Owen will present a proclamation to New Smyrna Beach Police and Volusia Sheriff's Law Enforcement Personnel.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Proclamation - Honoring Law Enforcement Personnel.pdf

City of New Smyrna Beach
Proclamation
Honoring the Bravery of
New Smyrna Beach and
Volusia Sheriff Law Enforcement

WHEREAS, we are grateful for the daily sacrifices made by all law enforcement officers who have answered the call to duty, selflessly sacrificing to serve our community and protect the rights of our citizens; and,

WHEREAS, a dangerous pursuit of a felon began in Port Orange and ultimately ended in New Smyrna Beach on Saturday, November 21, 2020. During the course of this pursuit, numerous citizens lives were placed in danger. In recognition of the dire circumstances, New Smyrna Beach and Volusia Sheriff's Law Enforcement Officers risked their lives to protect innocent citizens. In the course of the attempted arrest, New Smyrna Beach Police Corporal Ralph Hunnefeld was wounded when the suspect fired indiscriminately at police; and,

WHEREAS, the quick, decisive action of numerous law enforcement officers that ran towards danger and the sound of gunshots doubtless saved innocent lives of New Smyrna Beach residents. Also, the trust, communication, and collaboration between all local Law Enforcement Agencies involved that was displayed during this event was exemplary. Their loyalty and devotion to protect our peace and security should never be taken for granted.

NOW, THEREFORE, I, Russ Owen, Mayor of the City of New Smyrna Beach, ask that all Elected Officials, Staff and Citizens join me in expressing our most sincere gratitude to our City and County Law Enforcement Officers.

I do hereby honor New Smyrna Beach Police Corporal Ralph Hunnefeld, Sergeant Josh Holloway, Officer David McCallister, Officer Margaret Deal, Officer Tristan Ingram, Officer Logan Dunbar, Officer Kristofer Beatty, Officer Jordan Ishikawa, Officer Jonathan Jones, Volusia Sheriff's Office Sergeant Austin Hairston and Deputy Brady Bergeron for their outstanding teamwork, bravery and sacrifice in New Smyrna Beach and urge all citizens to recognize the sacrifices that our Officers endure daily to protect us and to thank them for their service.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of January 2021, and caused this seal to be affixed:

RUSS OWEN
MAYOR

ATTEST:

KELLY MCQUILLEN
CITY CLERK

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

PROCLAMATION: IN HONOR OF DR. MARTIN LUTHER KING, JR. DAY.

January 26, 2021

Background:

Mayor Owen will present a proclamation in honor of Dr. Martin Luther King, Jr. Day.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

MLK 2021 Proclamation.pdf

City of New Smyrna Beach
Proclamation
In Recognition of
DR. MARTIN LUTHER KING, JR. DAY

WHEREAS, Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and,

WHEREAS, Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and,

WHEREAS, the King Holiday and Service Act, enacted in 1994, designated the King Holiday as a national day of volunteer service, and charged the Corporation for National and Community Service with leading this effort; and,

WHEREAS, since 1994 millions of Americans have been inspired by the life and work of Dr. Martin Luther King Jr. to serve their neighbors and communities on the King Holiday; and,

WHEREAS, serving on the King Holiday is an appropriate way to honor Dr. King, meet local and national needs, bring our citizens together, and strengthen our communities and nation; and,

WHEREAS, the King Day of Service is the only federal holiday commemorated as a national day of service, and offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year; and,

WHEREAS, King Day of Service projects are being organized by a wide range of nonprofit and community organizations, educational institutions, public agencies, private businesses, and other organizations across the nation; and,

WHEREAS, each of us can and must contribute to making our communities better with increased opportunity for all our citizens.

NOW, THEREFORE, I, Russ Owen, Mayor of New Smyrna Beach proclaim the Martin Luther King Jr. Holiday as a Day of Service in New Smyrna Beach, and call upon the people of New Smyrna Beach to pay tribute to the life and works of Dr. Martin Luther King Jr. through participation in community service projects throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of January 2021, and caused this seal to be affixed.

RUSS OWEN
MAYOR

ATTEST:

KELLY MCQUILLEN
CITY CLERK

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

PROCLAMATION: IN HONOR OF BLACK HISTORY MONTH.

January 26, 2021

Background:
Mayor Owen will present a proclamation in honor of Black History Month.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Proclamation for Black History Month - 2021.pdf

City of New Smyrna Beach
Proclamation
In Recognition of
BLACK HISTORY MONTH

WHEREAS, during Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual and political development; and

WHEREAS, in 1915, Dr. Carter Godwin Woodson, noted Black scholar and son of former slaves, founded the Association for the Study of African American Life and History; and

WHEREAS, Dr. Woodson initiated Black History Week, February 12, 1926; and for many years, the second week of February, chosen to coincide with the birthdays of Frederick Douglas and Abraham Lincoln, was celebrated by African Americans in the United States; and

WHEREAS, In 1976, as part of the nation's bicentennial, Black History Week was expanded and became established as Black History Month, and is now celebrated all over North America; and

WHEREAS, The entire month serves an occasion to rediscover the enduring stories of African Americans and the gifts of freedom, purpose, and opportunity they have bestowed on future generations. It is also a time to commemorate the countless contributions of African Americans, many of whom lived through and surmounted the scourge of segregation, racial prejudice, and discrimination to enrich every fiber of American life.

NOW, THEREFORE, I, Russ Owen, Mayor of the City of New Smyrna Beach, do hereby proclaim the month of February 2021 as National Black History Month. I call upon all public officials, educators, local business owners, librarians and all citizens of the City of New Smyrna Beach to observe this month with appropriate programs, activities and ceremonies.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of January 2021, and caused this seal to be affixed:

RUSS OWEN
MAYOR

ATTEST:

KELLY MCQUILLEN
CITY CLERK

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

CONSIDER THE ADOPTION OF THE CITY COMMISSION REGULAR MEETING MINUTES FROM DECEMBER 8, 2020.

January 26, 2021

Background:

The City Commission held a regular meeting on December 8, 2020. The minutes are attached for adoption consideration.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

12-08-20 Reg.pdf

City Commission Regular Meeting
Tuesday, December 8, 2020 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, December 8, 2020 at the Brannon Center, 105 South Riverside Drive, New Smyrna Beach, Florida 32168.

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

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

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Beverly Richardson gave the invocation. Mayor Russ Owen led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Khalid Resheidat announced the following changes to the publish agenda:

- Item 7C: Formula Businesses – removed from the agenda to a date to be determined.
- Item 10A: Neighborhood Council – postponed to the January 12, 2021 CC Meeting.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

No action.

5. PUBLIC PARTICIPATION

Elaine Stathakis, representing Flagler Avenue Business Association, commented on the Wine Walk and safety measures.

Lisa Willis, 121 Faulkner Avenue, commented on a safety issue with a homeless gentleman. She stated that he opened her gate and slept on her porch couch. She was concerned for her safety and asked the City Commission to consider addressing the homeless community problems in the area.

Rachael Allen, 119 Faulkner Street, commented on the homelessness situation on Faulkner Street. She stated they have contacted the Police Department, as they were told to do. She stated that when the officer arrived, he asked the homeless gentleman to leave. She stated that she found it hard to believe that there was not anything that the police could do. She asked City Commission for their help.

Kathy Cerretani, 130 Sams Avenue, commented on the homelessness problem. She stated that there was an office chair placed next to the picnic tables across the street and it seemed to invite more of the homeless population to that area as a gathering place.

Cynthia Rhatigan, New Smyrna Beach Resident, commented on an ongoing issue with flight training noise over her house. She stated it was affecting her quality of life and well-being and stated that it affected the property value of her home.

Timothy Washington, 318 North Myrtle Avenue, commented on the speed limit on Myrtle Street. He stated there were trucks that should not be on the street. He stated that they exceed thirty miles per hour. He commented on traffic calming ideas.

6. CONSENT AGENDA

6.A Resolution No. 45-20: Consider the adoption of a Resolution, which if adopted, would approve Public Participation Information for Local Mitigation Strategy.

Motion:
Commissioner Kolody moved to adopt Resolution No. 45-20, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

6.B Resolution No. 46-20 Consider the adoption of a Resolution, which if adopted, would amend the final FY2019-2020 budget. The impacted funds are the General Fund, the Stormwater Fund, the Special Law Enforcement Trust, the Fire Impact Fee Fund, the Building and Inspection Fund, the Parking Fund, the Capital Projects Fund and the Fleet Maintenance Fund for the fiscal year 2019-2020.

Motion:
Commissioner Kolody moved to adopt Resolution No. 46-20, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

6.C Resolution No. 47-20: Consider a Resolution of the City Commission of the City of New Smyrna Beach, Volusia County, Florida, Re-Appropriating the FY 19/20 CRA Fund Balance to Specific and Amended CRA Capital Projects in Fiscal Year 2020-2021; and providing for an effective date.

Motion:
Commissioner Kolody moved to adopt Resolution No. 47-20, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

6.D Consider the renewal of the Sovereignty Submerged Land Lease with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the City Marina.

Motion:
Commissioner Kolody moved to approve the renewal of the Sovereignty Submerged Land Lease, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

6.E Consider the renewal of the Police Body Worn Camera Contract with AXON.

Motion:
Commissioner Kolody moved to approve the renewal of the Police Body Worn Camera Contract with AXON, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

6.F Consider a request for approval of a funding source to resurface asphalt bike/walking path along the North Causeway from just east of Riverside Drive to DeSoto Drive.

No action; item continued to a date TBD.

6.G Consider the approval of a temporary road closure: 1300 block of North Peninsula Avenue between Hillsboro Street and Beachway Avenue for a maximum of three days from December 9-11, 2020.

Motion:
Commissioner Kolody moved to approve a temporary road closure, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

6.H Consider the approval of revised boat docking hours at Riverside Park.

Motion:
Commissioner Kolody moved to approve the revised boat docking hours at Riverside Park, as submitted. Vice Mayor Sachs seconded the motion, and the motion carried 4-1 by majority vote, with Commissioner Hartman voting no.

6.I Consider the approvals of the Contract Renewals for Professional Planning Consultants.

Motion:
Commissioner Kolody moved to approve the Professional Planning Consultants Contract Renewals, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

6.J Consider the approval of the purchase of nine additional Tyler EnerGov end user licenses.

Motion:
Commissioner Kolody moved to approve the purchase of nine additional Tyler EnerGov end user licenses, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

6.K Consider the approval of a Memorandum of Understanding between Halifax Humane Society Redinger Spay and Neuter Clinic and the City of New Smyrna Beach for the dates of October 1, 2020 through September 30, 2021.

Motion:
Commissioner McGuirk moved to approve the MOU between Halifax Humane Society Redinger Spay and Neuter Clinic and the City of New Smyrna Beach, as submitted. Commissioner Kolody seconded the motion, and the motion carried 3-2 by majority vote, with Commissioner Hartman and Vice Mayor Sachs voting no.

6.L Consider a Request by The Hub on Canal to Waive the Brannon Center Rental Fee.

Motion:
Vice Mayor Sachs moved to approve the fee waiver request, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

6.M Consider the approval of Special Event: Art Fiesta and Chalk It Up.

Motion:
Commissioner Kolody moved to approve the Special Event: Art Fiesta and Chalk it Up, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

6.N Consider the approval of a Special Event: Chamber Home Show.

Motion:
Commissioner Kolody moved to approve the Special Event: Chamber Home Show, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

7. ADMINISTRATIVE ITEMS/NEW BUSINESS

7.A Discussion regarding property for sale on Locust Street.

No action; item continued to a date TBD.

7.B Discussion regarding property for sale at 214 Columbus Avenue.

Motion:
Commissioner Kolody moved to authorize the City Manager to enter into negotiations and extend the lease on the adjacent property. Commissioner Hartman seconded the motion, and the motion carried unanimously.

7.C Formula Business Discussion.

No action; item was removed from the agenda.

8. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

8.A Resolution No. 44-20: Conduct a Public Hearing to consider the adoption of a Resolution, which if adopted, would approve an intent to vacate a section of a 10-foot wide platted public alley to the Pleasant Grove Baptist Church located at 214 North Myrtle and neighboring property located at 610 Washington Street.

Motion:
Commissioner Kolody moved to adopt Resolution No. 44-20, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

8.B Conduct a Quasi-Judicial Public Hearing to consider the approval of the Sarinna Lakes Final Subdivision Plat and Development Plans.

Assistant City Manager Brian Fields was administered the oath, by the City Attorney. He outlined his professional and educational qualifications. As no citizens questioned his credentials, Mr. Fields outlined the proposed plat and plans, which if adopted, would approve the Sarinna Lakes final sub-division plat and development plans.

There were no ex parte communications disclosed from members of the City Commission.

Commissioner McGuirk wanted to clarify the dust level, vegetative buffer and water retention ill effects.

Mr. Fields shared that there was a twenty foot buffer, that dust control was being practiced and he stated that the stormwater would flow in the opposite direction of the property.

Lee Susewitt, applicant, stated that he was here to answer any questions that the City Commission might have.

Mayor Owen opened the public hearing.

Randy Herman, 108 Esther Street, asked if there was anything about lighting included in the plans.

Mr. Susewitt stated that there would be dark sky street lighting.

Mayor Owen closed the public hearing.

Vice Mayor Sachs asked if any of this property was a high hazard flood zone.

Mr. Fields stated that the property was not located on a flood plain.

Mayor Owen clarified that this was approved in 2017 and that there were elements of this plan that the City was trying to move away from by raising standards, but because of the legal operations, there were some things they could not legally retroactively change.

Mr. Fields explained what was passed over the past few years. He stated that they had rights within the Planned Unit Development (PUD) as long as they remained within that standard.

Commissioner Hartman commented on the Tract A designation as a neighborhood park area.

Mr. Susewitt stated that it was open space.

Motion:
Commissioner Hartman moved to approve the Sarinna Lakes Final Subdivision Plat and Development Plans, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

8.C Ordinance No. 104-20: Conduct the Second Reading of an Ordinance, which if adopted, would propose a number of administrative updates to Article X, Subdivisions, and Article XI, Site Plans, of the Land Development Regulations.

Motion:
Commissioner Kolody moved to adopt Ordinance No. 104-20, as submitted. Vice Mayor Sachs seconded the motion, and the motion carried unanimously.

8.D Ordinance No. 108-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would grant a Non-Exclusive Construction and Roll-Off Service Franchise to Precision Containers.

Motion:
Commissioner McGuirk moved to adopt Ordinance No. 108-20, as submitted. Commissioner Kolody seconded the motion, and the motion carried unanimously.

8.E Ordinance No. 109-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend Chapter 26 Building Code Floodplain Regulations.

Motion:
Commissioner Kolody moved to adopt Ordinance No. 109-20, as submitted. Vice Mayor Sachs seconded the motion, and the motion carried 4-1 by majority vote, with Commissioner McGuirk voting no.

8.F Ordinance No. 111-20: Conduct the First Reading of an Ordinance, which if adopted upon Second Reading and Public Hearing, would amend Land Development Regulation Section 801.01 to allow for Mobile Food Dispensing Vehicles at certain limited locations, and Section 201.00, creating a definition, and assign a permitted use in the I-1, Light Industrial District.

Motion:
Commissioner Kolody moved to adopt Ordinance No. 111-20, as submitted on the First Reading. Commissioner McGuirk seconded the motion, and the motion carried 4-1 by majority vote, with Vice Mayor Sachs voting no.

8.G Ordinance No. 115-20: Conduct the First Reading and Public Hearing of an Ordinance, which if adopted, would change the Future Land Use creating a Large Scale Comprehensive plan amendment for approximately 10 + acres of property located on SR 44 known as the Sea Star Properties.

Motion:
Commissioner McGuirk moved to adopt Ordinance No. 115-20, as submitted on the First Reading. Commissioner Hartman seconded the motion, and the motion carried unanimously.

8.H Ordinance No. 117-20: Conduct the First Reading and Public Hearing of an Ordinance, which if adopted, would update Chapter X, Recreation and Open Space Element of the City Comprehension Plan creating a Large Scale Comprehensive Plan Amendment.

Motion:
Commissioner Kolody moved to adopt Ordinance No. 117-20, as submitted on the First Reading. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

9. ORDINANCES - FIRST READING

9.A Ordinance No. 112-20: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 0.43 acres of land located at 1309 Washington Street.

City Attorney Avallone read Ordinance No. 112-20 the first time, by title only. Mayor Owen reported that the second reading and public hearing would be conducted at the regular meeting on January 12, 2021.

9.B Ordinance No 113-20: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would change the Future Land Use creating a Small Scale Comprehensive Plan Amendment for property located at 1309 Washington Street as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 113-20 the first time, by title only. Mayor Owen reported that the second reading and public hearing would be conducted at the regular meeting on January 12, 2021.

9.C Ordinance No. 114-20: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 0.43 acres of land located at 1309 Washington Street as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 114-20 the first time, by title only. Mayor Owen reported that the second reading and quasi-judicial public hearing would be conducted at the regular meeting on January 12, 2021.

9.D Ordinance No. 116-20: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-judicial Public Hearing, would rezone approximately 10 acres of land from City B-3, (Highway Service Business District) to City Conservation for property located on SR 44 known as the Sea Star Properties.

City Attorney Avallone read Ordinance No. 116-20 the first time, by title only. Mayor Owen reported that the second reading and quasi-judicial public hearing would be conducted at the regular meeting on January 12, 2021.

9.E Ordinance No. 118-20: Conduct the First Reading of an ordinance which, if adopted at Second Reading, will vacate a section of a 10-foot wide platted public alley to the Pleasant Grove Baptist Church located at 214 North Myrtle and neighboring property located at 610 Washington Street.

City Attorney Avallone read Ordinance No. 118-20 the first time, by title only. Mayor Owen reported that the second reading and public hearing would be conducted at the regular meeting on January 12, 2021.

9.F Ordinance No. 119-20: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would amend the Code of Ordinances Section 2-147, Access to City Officials and create a new Section 2-148, Land Use Matters to create consistency with state statute.

City Attorney Avallone read Ordinance No. 119-20 the first time, by title only. Mayor Owen reported that the second reading and public hearing would be conducted at the regular meeting on January 12, 2021.

9.G Ordinance No. 120-20: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would approve a Joint Pole Attachment Agreement between the Utilities Commission and AT&T Contract.

City Attorney Avallone read Ordinance No. 120-20 the first time, by title only. Mayor Owen reported that the second reading and public hearing would be conducted at the regular meeting on January 12, 2021.

10. BOARDS AND COMMISSIONS

10.A Neighborhood Council

No action: postponed to the January 12, 2021 CC Meeting.

11. MAYOR AND COMMISSION REPORTS

Vice Mayor Sachs took the opportunity to recognize that City Staff has acted exemplary when dealing with the public. He was hopeful for a vaccine to come along. He stressed that a mask really helps. He thanked first responders for their help during this time.

Commissioner McGuirk wished everyone a safe holiday season.

Commissioner Hartman commented on the Pension Board language in Municode. He hoped everyone had a Happy Thanksgiving.

Commissioner Kolody received complaints about the noise of events held at the Brannon Center. He stated that there was an event held recently that generated noise and the authorities were called out. He asked that they authorize the Brannon Center Manager to look into the standards. He asked for a change of the closing time from 10pm to 9pm in the lease agreement.

City Commission did not give consensus. The closing time will remain 10pm.

Commissioner Kolody commented on Barracuda Bridge and stated that it would be worked on for eighteen months and stated that golf carts would not be able to pass over. He commented on masks. He commented on continuing the efforts to ask people to wear masks at City events. He asked if the City Manager would put more signs out and maybe a sanitizing station at one booth.

Mayor Owen commented on attending the COVID Testing Site. He stated that the employees there commended City Staff.

Vice Mayor Sachs asked to direct the City Attorney to investigate an ordinance regarding the right to clean water.

City Commission consensus was to ask the City Attorney to investigate an ordinance as such.

12. CITY MANAGER'S REPORT

No action.

13. CITY CLERK'S REPORT

No action.

14. CITY ATTORNEY'S REPORT

City Attorney Avallone asked for authorization to seek an Attorney General opinion determining if personal telephone bills were considered public records.

City Commission consensus authorized the City Attorney to seek an Attorney General legal opinion determining if personal telephone bills were considered public records.

15. ADJOURNMENT

As there was no further business to discuss, Mayor Owen closed adjourned the meeting at 9:21 PM.

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

INTERLOCAL AGREEMENT FOR FLEET FUELING SERVICES BETWEEN THE CITY OF NEW SMYRNA BEACH AND THE NSB UTILITIES COMMISSION.

January 26, 2021

Background:

Recently, the Utilities Commission approached the City with a request to allow the UC vehicles to fuel their vehicles through our fuel system at Maintenance Operations on Industrial Park Avenue. Presently the UC uses Volusia County for fuel. The UC has approximately 75 vehicles and would require the City to schedule a second fuel delivery per month. Tracking of fuel usage would be accomplished through the Fleet Division's current FuelMaster system. The fuel furnished would be billed to the UC based on actual cost to the City at the time of fuel consumption, plus ten percent (10%) for overhead and administrative costs.

The proposed agreement is for one (1) year beginning on March 1, 2021, with an option to extend for two (2) additional one (1) year terms, by mutual agreement of both parties.

Findings:

Staff recommends approval of the proposed Interlocal Agreement with the NSB Utilities Commission for fleet fueling services.

Fiscal Analysis:

Additional cost to the City would be offset by the UC paying the same fuel rate as the fuel cost plus a 10% administrative fee to the City.

Strategic Plan Item:

No

Staff Report Created By: Faith Miller - Director - Maintenance Operations

Attachments:

INTERLOCAL AGREEMENT FOR FLEET FUELING SERVICES--1.5.2021Clean.DOCX

INTERLOCAL AGREEMENT FOR FLEET FUELING SERVICES

This Agreement made and entered into this ___ day of February, 2021, by and between the City of New Smyrna Beach, Florida, a Florida municipal corporation (hereafter referred to as "CITY") and the Utilities Commission, New Smyrna Beach, Florida, a political subdivision created by special act (hereafter referred to as "UCNSB").

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 UCNSB 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 UCNSB 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 UCNSB 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 Utilities Commission Central Services Director or his/her authorized representative. Recognizing that the City and UCNSB 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 UCNSB 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 March 1, 2021 and shall remain in effect until February 28, 2022. This Agreement may be extended for two (2) additional one (1) year terms, by mutual agreement of both parties. This agreement shall cover up to a three (3) year period renewable annually. Each year this Agreement may be modified, if agreed upon, in writing, by both parties. At the option of both parties, and upon approval by the respective governing bodies, this Agreement may be extended beyond the initial three (3) year period.

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 UCNSB 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 UCNSB's fleet of vehicles consistent with the City's fleet practices. The UCNSB 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 UCNSB, fuel access keys uniquely programmed to each vehicle. All fueling services shall be provided at the City's Fleet Maintenance Facility. The UCNSB 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 UCNSB'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 UCNSB 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 UCNSB 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 UCNSB for services performed pursuant to this Agreement on a monthly basis. A summarized listing of services shall be included with the invoice. UCNSB shall remit payment to the City of New Smyrna Beach Finance Department within thirty (30) days of billing.

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 UCNSB 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 UCNSB 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. UCNSB 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 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.** UCNSB 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 Commission:

Joseph Bunch, CEO/GM
Utilities Commission, City of New Smyrna Beach
200 Canal Street
New Smyrna Beach, FL 32168

With a copy to:
Thomas A. Cloud, General Counsel
Utilities Commission, City of New Smyrna Beach
Gray Robinson, PA
301 East Pine Street, Suite 1400
Orlando, FL 32801

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 Utilities Commission, 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.

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

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA,
a political subdivision and independent authority of the State of Florida,

BY: _____
Jack Holcomb, Chairman

DATE: _____

ATTEST:_____
Debbie Simmons, Records Manager

Approved as to form and correctness:

_____
Thomas A. Cloud, General Counsel

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

CONSIDER THE APPROVAL OF A "PROMO RATE" REGARDING THE BRANNON CENTER FEES.

January 26, 2021

Background:

Due to COVID, the Brannon Center, along with many businesses, has experienced a slow down over the past ten months. The Brannon Center Staff has seen the demand for many of the meetings and events decline, as the price for venues does not make it feasible with the lower number of patrons allowed inside due to CDC guidelines. In response to this slow down, Staff would like to offer a "Promo Rate" for the Brannon Center and the Live Oak Cultural Center to reduce the price for a period of six months, starting February 1st. As part of the "Promo Rate," Staff would be introducing two new offerings of "Mini-Mony's" for those that would like to have a wedding at a beautiful facility while only having a small group in attendance. This new rate structure will allow Staff to make these venues more attractive to businesses as they begin to start having expos, meetings, etc. Staff would also like to have the ability to extend an additional six months based on the conditions at that time.

Findings:

The recommended reduced "Promo Rates" are shown on the attached fee schedule.

Fiscal Analysis:

Establishing a "Promo Rate" would help increase the revenue of both venues while protecting clients and staff during COVID.

Strategic Plan Item:

No

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

Attachments:

PROMO RATE PROPOSAL - BC & LOCC (1).pdf

BRANNON CENTER

	CURRENT RATE	**PROMO RATE**
Mon. thru Thu. - Full Building Daytime	$1,000	**$500**
Mon. thru Thu. - Full Building Evening	$2,000	**$1,000**
Friday - Full Building Only	$3,500	**$1,800**
Saturday - Full Building Only	$5,000	**$2,500**
Sunday - Full Building Only	$3,500	**$1,800**
Indian River Ballroom - Mon. thru Thu.	$800	**$400**
Park View Room - Mon. thru Thu.	$250	**$125**
River View Room - Mon. thru Thu.	$300	**$150**
Park View & River View Combined - Mon. thru Thu.	$500	**$250**
"Mini-Mony" - Sun. thru Fri. - 6 hours, up to 50 people	NEW	**$1,400**
"Mini-Mony" - Sat. - 6 hours, up to 50 people	NEW	**$1,800**

LIVE OAK CULTURAL CENTER

	CURRENT RATE	**PROMO RATE**
Monday thru Thursday - Evening	$400	**$300**
Friday - Evening	$500	**$400**
Saturday	$1,000	**$800**
Sunday	$750	**$600**

THE CITY OF NEW SMYRNA BEACH - AIRPORT

AIRPORT ADVISORY BOARD DECEMBER 8, 2020 WORKSHOP - DISCUSSION ON RUNWAY 7/25 AND RUNWAY 11/29 ALTERNATIVES.

January 26, 2021

Background:

On December 8th the AAB met for a workshop concerning the proposed alternatives for Runway 07/25 extension. It was determined that the methods and means of extending this runway were neither cost effective nor in the best interest of the airport, the city, or the neighborhood. The FAA has indicated that runway 07/25 will remain published at 5,000' while the 11/29 extension is evaluated and all options are explored.

Findings:

The AAB's current recommendation to the City Commission is for the Airport to move forward with the Environmental Assessment on the study for extending Runway 11/29 which was described as a viable option in the approved 2019 Airport Master Plan Update.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Adam LoBianco

Attachments:

AAB MINUTES - 12.08.2020.pdf
12.08.2020 AAB Agenda Packet.pdf

MINUTES OF THE
THE CITY OF NEW SMYRNA BEACH
AIRPORT ADVISORY BOARD WORKSHOP MEETING
TUESDAY, DECEMBER 08, 2020
CITY HALL COMMISSION CHAMBER
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168

1. ROLL CALL

Attendee Name	Title	Status	Arrived
Gary Norville	Chair	Present	On Time
Eileen Smyser	Member	Present	On Time
Jeffery Mitchell	Member	Present	On Time
James Dempsey	Member	Present	On Time
Celeste Lester	Member	Present	On Time
Jefferey Plaugher	Alternate Member	Present	On Time

2. PUBLIC INPUT (3 MINUTE LIMIT, PLEASE SEE NOTE BELOW)

a. Deborah Mongato - Sunset Drive Resident – Concerned with the encroachment into her neighborhood with the proposed extensions of the Airport.
b. Barbara Frappier – Islesboro Resident – Most of the solutions are not feasible and are not affordable to the city. Concerned what would happen to the land if the Airport does not find a way to extend the runway to the FAA standards.

3. WORKSHOP-RUNWAY 7/25 ALTERNATIVES

a. Reviewed the Previous report completed by AVCON of alternatives to extend 7/25 runway.
b. Member Smyser and Member Lester - Strategic plan shows 07/25 runway as currently being 5,000ft, Airport Facility Directory has 07/25 at 5,000ft (dated 6/20/19) and the layout map shows 5,000ft.
c. Member Lester – If 07/25 where to be extended she wants to go with the closure of Sunset Drive at that section at the airport.
d. Member Mitchell – 07/25 options are not feasible and we need to review the possible extensions of 11/29. – **Manager response** – Environmental Assessment would be funded through the FAA and would evaluate all possible area impacts, cost of project and if it would be environmental and economically feasible to do the extensions.

e. Member Dempsey – Would the extension of 07/25 and 11/29 be funded through FAA? **Manager response** – The 11/29 and 07/25 would be funded by the FDOT and the FAA. However, we have not requested the funding for extending 07/25. The EA for 11/29 has been previously approved and budgeted for; but we were required to review all options on 7/25 first.
f. Member Smyser –
g. Chair Norville – Send 07/25 report to City Commission stating the board does not believe these recommendations are viable will not work for the neighborhood or the airport and we want to move forward with the EA on 11/29 extension. Member Dempsey agreed.

MOTION:	**7/25 report to the City commission that the board does not feel any of the options are viable for the city, airport or the neighborhoods. The board would like to start with the assessment and studies for extending 11/29.**
RESULT:	**Approved [UNANIMOUS]**
MOVER:	Chair Norville
SECONDER:	Member Dempsey
AYES:	Norville, Lester, Smyser, Dempsey, Mitchel, Plaugher
ABSENT:	
EXCUSED:	

4. AAB MEMBER COMMENTS

a. Member Smyser – Shared how profitable the airport is and that the airport will pay approximately $232,000 to the city general fund in FY 2020.
b. Member Smyser – There is no reason to believe the land would be developed into housing. **Manager Response** – The airport is under a grant with the FAA. If the city were to stop using the Airport it would then go back to being property of the FAA.
c. Member Dempsey – Concerned that social media is not reflecting the caution and care the advisory board and airport staff is taking to extend the runways without impacting the area surrounding. **Chair Norville response**: Please come and listen to our meetings. Join the public input for any questions or voice any concerns.
d. Member Lester – Can the grass be cleared from unused 2/20 runway? **Manager response:** This is not a funded runway so it cannot be updated at this time. Some of 2/20 has been converted to a run up area. Could be eligible for improvements with the FDOT for an 80/20 grant, runway is in use.

5. ADJOURNMENT

Adjourned at 2:55PM

RESULT:	**Approved [UNANIMOUS]**
MOVER:	**Member Lester**
SECONDER:	Member Mitchell

Pursuant to Chapter 80-15 of the Florida Sessions Laws, if an individual decides to appeal any decision made with respect to any matter considered at a meeting or hearing, that individual will need to ensure that a verbatim record of the proceedings is made.
In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Board Secretary listed below prior to the meeting:
Tammy Hall, Administrative Assistant/Contract Administrator, City of New Smyrna Beach, 602 Skyline Drive, New Smyrna Beach, FL 32168, (386) 410-2680

Airport Advisory Board Workshop Meeting
Tuesday, December 8, 2020 at 2:00 PM

City Hall Commission Chamber, 210 Sams Avenue, New Smyrna Beach Fl 32168
Please use the south entrance from the Julia Street side of City Hall.
Discussion for Runway 07/25 Alternatives and Runway 11/29 Extensions

1. CALL TO ORDER

Roll Call

2. PUBLIC PARTICIPATION

3. WORKSHOP

3.a AAB Special Workshop on Runway 7/25 Alternatives

4. ADVISORY BOARD COMMENTS

5. 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 - AIRPORT

AAB SPECIAL WORKSHOP ON RUNWAY 7/25 ALTERNATIVES

December 8, 2020

Background:

Attached for your review is information pertaining to previous discussions held on the current deficiencies for Runway 07/25. Included is the report prepared by AVCON Consulting Company for the Runway 07/25 Alternatives which was submitted to the FAA requesting that a time extension be granted until the alternatives could be thoroughly reviewed and an option was chosen other than publishing declared distance on the runway.

Information pertaining to the proposed Runway 11/29 extension can be found in the Airport Master Plan Update (MPU). Due to technical difficulties, we are unable to attached the link to the agenda. The link for the MPU will be sent out VIA email with the Agenda packet to the AAB Members.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Hall

Attachments:

EVB Runway 7-25 Alternatives Final Report.pdf
Airport Master Plan.pdf
Airport Master Plan 2019.pdf
FAA Decision Assistance Request Waltz - City of New Smyrna Beach.pdf
rwy alt correspondence.pdf
TAC MINUTES 9-20-18.pdf

,

NEW SMYRNA BEACH MUNICIPAL AIRPORT

Runway 7/25 Runway Safety Area Alternatives

City of New Smyrna Beach

Prepared By:

AVCON

August 2019

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NEW SMYRNA BEACH MUNICIPAL AIRPORT
RUNWAY 7/25 ALTERNATIVES

1. Introduction

The New Smyrna Beach Municipal Airport (EVB or Airport) recently completed the Airport Master Plan Update and the resulting Airport Layout Plan (ALP) has been approved by the Federal Aviation Administration (FAA). The Master Plan identifies certain issues associated with the airfield infrastructure, including instances where the Runway Safety Areas (RSA), the Runway Object Free Areas (ROFA), and the FAR Part 77 clearances over roadways are not in compliance with FAA standards, as defined in FAA Advisory Circular 150/5300-13A, *Airport Design*. Airfield deficiencies were also identified in a Florida Department of Transportation (FDOT) Inspection Report dated November 29, 2016. Both the Master Plan and the FDOT Inspection Report cite several deficiencies and a C&S Companies report and the Master Plan Update propose alternatives for those deficiencies.

The alternatives proposed for Runway 7/25, the longest runway on the Airport, have been opposed by the Airport tenants that currently use this runway, as the proposed alternatives, including the publishing of displaced thresholds, would decrease the effective length of the runway sufficiently, as to make it unusable for their respective businesses. The City and Airport staff requested AVCON prepare a report to review the options proposed by the Master Plan for Runway 7/25, determine if any other alternatives are available, and if so, what the viability of any other alternatives might be. Currently:

- Runway 7/25 is one of three runways at the New Smyrna Beach Municipal Airport. It is 5,000 feet long and 75 feet wide. It has recently been designated as the primary runway.

- Runway 7/25 has the markings for a displaced threshold of 335 feet on the Runway 7 end and the markings for a displaced threshold of 300 feet on the Runway 25 end.

- The RSAs on each end of the Runway must extend at least 300 feet beyond the threshold of each end for an A/B-II runway.
    - The available RSA for Runway 7 is 63.5 feet. It is constrained by the Airport fence and Sunset Drive
    - The available RSA for Runway 25 is 153.5 feet. It is constrained by the Airport fence and U.S. Highway 1 (U.S. 1).

- Both Runway 7 and Runway 25 require an unobstructed approach surface with a slope of 34:1 beginning 200 feet from the end of the Runway. Due to the proximity of the Airport fence, the approach surface does not currently meet this requirement.

- The Airport fence penetrates the Chapter 14-60.007(2)(b)1.e., Florida Administrative Code (FAC) primary surface obligation for both Runway 7 and Runway 25.

- The ROFA on both runway ends is in non-compliance as they extend off Airport property and have roads within them.

The Airport Master Plan proposes to address the above issues through a combination of obstruction lights on the Airport fence and displacements of each runway end threshold even further than currently marked on the Runway. These are legitimate alternatives but would restrict the Landing Distance Available and the Accelerated Stop Distance Available to less than 5,000 feet.

2. Typical Aeronautical Insurance Policies

The Airport tenants that use the Runway state that the reduction of the useable length of the Runway will trigger clauses in their insurance policies that indicate that the aircraft would not be covered if a runway of less than 5,000 feet is used. No documentation for this statement has been provided. The tenants further state that the effective shortening of the Runway would negatively impact their businesses as they would have to take penalties either by reducing the amount of fuel on board their aircraft or reduce the amount of payload, or both.

Mr. Joe Zitzka with Airgate Aviation has stated that the insurance policy for Airgate Aviation will not allow the company's aircraft to use a runway of less than 5,000 feet. The writers of this report do not have access to this specific insurance policy. However, attempts were made to determine if this is a standard in the aviation insurance business.

Five individuals with three separate aviation insurance companies were contacted. The insurance companies were:

- Alexander Aviation Associates
- Avion Insurance Agency
- Marsh USA

Each person was asked whether it is standard practice to state a minimum acceptable runway length for operations for a Part 135 Air Taxi/Charter operations in their policies. Only one response was received. That response stated:

> "minimum runway length is not typically (or even atypically) specified in the policies. From time to time you'll have an underwriter decline to write a risk if it's primary based at an airport with an abnormally short field length for the equipment in question, such as KHWO or KLNA."

The runway at KHWO, North Perry Airport, has 3,350 feet. The runway at KLAN, Palm Beach County Park Airport, has length of 3,489 feet.

3. Florida Department of Transportation Airport Inspection Report

On September 20, 2016, the Florida Department of Transportation (FDOT) annual airport inspection resulted in 10 deficiencies. Of these, six pertained to Runway 7/25:

(4) Runway 7 safety area extends only 124 feet before the end of the runway due to fence. Florida statutes state that paved runways shall have a length that extends the length of the runway plus 240 feet beyond each end of the runway.

(5) Runway 7 approach surface ratio is 0:1 due to a fence 6 feet tall, 56 feet before the approach end of the runway, 250 feet right of centerline. Florida statutes state that runways used by aircraft weighing greater than 12,500 pounds, and that have a non-precision instrument approach with visibility greater than ¾ mile must have approach surface ratio of 34:1.

(6) Fence is 6 feet tall, 56 feet before the approach end of the runway, 250 feet right of centerline, penetrates the primary surface of Runway 7. Florida statutes state that runways used by aircraft that weigh greater than 12,500 pounds, and that have a non-precision instrument approach with visibility greater than ¾ mile, the primary surface must extend the length of the runway plus 200 feet beyond each end of the runway.

(8) Runway 25 safety area extends only 173 feet before the end of the runway due to a fence. Florida statute states that for a runway that is paved, the runway safety area shall have a length that extends the length of the runway plus 240 feet beyond each end of the runway.

(9) Runway 25 approach surface ratio is 0:1 due to fence 6 feet tall, 161 feet before the approach end of the runway, 250 feet right of the centerline. Florida statutes state that runways used by aircraft weighing greater than 12,500 pounds, and that have a non-precision instrument approach with visibility greater than ¾ mile must have approach surface ratio of 34:1.

(10) There is a fence 6 feet tall, 161 feet before the approach end of the runway, 250 feet right of the centerline, penetrates the primary surface of Runway 25. A road with a clearance 15 tall, 190 feet before the approach end of the runway, 250 feet right of centerline, penetrates the primary surface of Runway 25. Florida statutes state that for paved runways used by aircraft that weigh greater than 12,500 pounds and that have a non-precision instrument approach with visibility greater than ¾ mile, the primary surface extends the length of the runway plus 200 feet beyond each end of the runway.

4. C&S Companies Report

The Airport selected C&S Companies (C&S) to research potential solutions to all 10 deficiencies cited in the FDOT report. C&S submitted their report on November 29, 2016. In that report, they presented the following options.

(4) Move Runway 7 threshold 116 feet to allow for the 240-foot required Runway Safety Area (RSA) and either provide all new markings and lighting or apply for a modification to standards for only partial replacement of the lights and non-uniform spacing of the lights.

(5) Move the Runway 7 threshold 92 feet in order to clear the 15-foot clearance for the road and either provide all new markings and lighting or apply for a modification to standards for only partial replacement of the lights and non-uniform spacing of the lights.

(6) Install two solar powered LED obstruction lights on obstruction poles.

(8) Runway 25 threshold would be moved 67 feet to allow for the 240-foot RSA and either provide all new markings and lighting or apply for a modification to standards for only partial replacement of the lights and non-uniform spacing of the lights.

(9) Move the Runway 25 threshold 20 feet and either provide all new markings and lighting or apply for a modification to standards for only partial replacement of the lights and non-uniform spacing of the lights.

(10) Install two solar powered LED obstruction lights on obstruction poles.

As a result of the C&S report, the threshold for Runway 7 was proposed to be displaced by 335 feet and the threshold for Runway 25 was proposed to be displaced by 300 feet. This resulted in the following declared distances.

Table 1
EXISITING UNPUBLISHED DECLARED DISTANCES

Runway	TORA	TODA	ASDA	LDA
7	5,000	5,000	5,000	4,665
25	5,000	5,000	5,000	4,700

Note: TORA=Takeoff Run Available, TODA=Takeoff Distance Available, ASD=Accelerate-Stop Distance Available, LDA=Landing Distance Available

These distances are currently marked on Runway 7/25 with displaced threshold located 335 feet from the end of the runway on Runway 7 and another displaced threshold placed 300 feet from the Runway 25 end.

The TORA, TODA, ASDA and the LDA are further defined as follows:

- Take-off Run Available (TORA): The runway length declared available and suitable for the ground run of an aircraft taking off. This would not include any part of the runway length declared to be unavailable or unsuitable for take-off run computations.
- Take-off Distance Available (TODA): the TORA plus the length of any remaining runway or clearway beyond the end of the TORA; the full length of the TODA may need to be reduced because of obstacles in the departure area.
- Accelerated -Stop Distance Available (ASDA): the runway plus the stopway length declared available and suitable for the acceleration and deceleration of an aircraft aborting a takeoff.
- Landing Distance Available (LDA): The runway length declared available and suitable for landing an Aircraft.

The declared distances at the Airport are not official, even though the thresholds have been painted onto the Runway. These distances have also been published in the FAA Chart Supplemental, previously known as the Airport/Facility Directory, and on the FAA Form 5010, *Master Record*, for the Airport. These declared distances are not considered official by the FAA or the FDOT until the TORA, TODA, ASDA, and LDA have been published on lines 60 through 63 of FAA Form 5010. None of these distances have been published for New Smyrna Beach Municipal Airport.

5. 2018 Airport Master Plan Update

Michael Baker International was working concurrently on the Airport Master Plan Update. The Master Plan Update has since been completed and the Airport Layout Plan has been approved. As a part of that study, the following information was determined.

No one of the three runways meet FAA recommended wind coverage of 95 percent on their own in all-weather conditions for 10.5 or 13 knot winds. All three runways are needed to meet the 95 percent in 10.5 knot winds in all-weather conditions.

Runway 7/25 is designated as the Airport's primary runway. It is heavily used as it is the longest runway on the Airport.

The existing and future critical aircraft were determined to be a medium sized corporate jet with a Runway Design Code (RDC) of B-II. A Cessna Citation 560XL meets the criteria and was selected within the Master Plan as the critical aircraft for Runway 11/29. The Master Plan was written when the primary runway was designated as Runway 11/29. The critical aircraft for Runway 7/25 was determined to be the Beechcraft King Air 350i. Again, this occurred when Runway 7/25 was designated as a secondary runway.

The Cessna website, https://cessna.txtav.com/en/citation/xls, publishes the takeoff field length of a Cessna Citation 560XL+ at 3,560 feet. The Beechcraft website, https://beechcraft.txtav.com/en/ing-air350i, publishes the takeoff field length for a King Air 350i at 3,300 feet.

Section 4.6 of the Airport Master Plan Update states:

> "Runway 7-25 is technically considered an additional primary runway for local training activity, at least how it applies to the methodologies in the Runway Length AC (FAA AC 150/5325-4, *Runway Length Requirements for Airport Design*). The runway length requirement for Runway 7-25 was thus evaluated "for less demanding airplane design group or individual design airplane," which was determined to be a turboprop weighing more than 12,500 pounds such as the Beechcraft King Air 350i. Those types of aircraft also frequently operate at EVB, are consistent with the critical aircraft that was identified in the previous master plan and are representative of the design characteristics of Runway 7-25. Those aircraft also represent a less demanding airplane in order to comply with the methodologies in the Runway Length AC for determining the length requirements for additional primary runways. The same chart that was utilized for determining the length recommendation for Runway 11-29 was used for this evaluation, but the landing requirement was not adjusted for wet conditions to comply with the Runway Length AC. This results in a recommended runway length of 4,700 feet for Runway 7-25. Although this is shorter than the current 5,000-foot length of Runway 7-25, both ends of the runway have been displaced thresholds that reduce the available runway length for landings."

The Airport Master Plan Update and the approved ALP recommend that the declared distances be modified as shown in Table 2:

Table 2
DECLARED DISTANCES PROPOSED ON THE FAA APPROVED AIRPORT LAYOUT PLAN

	Runway 7		Runway 25	
Distances	**Existing**	**Future**	**Existing**	**Future**
TORA	5,000'	5,000'	5,000'	5,000'
TODA	5,000'	5,000'	5,000'	5,000'
ASDA	5,000'	4,853.5'	5,000'	4,763.5'
LDA	4,665'	4,518.5'	4,700'	4,763.5'

Note: TORA=Takeoff Run Available, TODA=Takeoff Distance Available, ASD=Accelerate-Stop Distance Available, LDA=Landing Distance Available

This would indicate that the threshold on Runway 7 had been displaced 335 feet and the threshold for Runway 25 had been displaced 300 feet. Runway 7/25 is currently marked with the threshold displacements labeled as "Existing" in Table 2.

The Airport Master Plan Update states that several alternatives were developed to resolve the non-standard RSAs on Runways 7 and 25 in accordance with FAA Order 5200.8, *Runway Safety Area Program*. The text states that the selected alternative was selected based on the following criteria:

- No road relocations and/or property acquisitions were considered appropriate to provide a compliant RSA
- It is desirable to maintain as much runway length as possible.
- EMAS (Engineered Material Arresting System) are not applicable corrective measure for EVB

Based on the alternatives developed to resolve the non-standard RSAs and ROFAs on Runway 7/25, the Airport Master Plan Update recommends that the thresholds on Runway 7/25 be relocated to provide the "Future" declared distances shown in Table 2.

The Airport Master Plan Update states that this would allow the RSAs and the ROFAs to meet FAA standards and Florida statutes and would meet the 4,700-foot required runway length as determined using the FAA Advisory Circular 150/5325-4B, *Runway Length Requirements for Airport Design*.

The FAA has not yet published the ALP recommended declared distances as they have agreed to wait until this report is received and reviewed.

6. FAA versus FDOT Safety Area Requirements

Both the FAA and the FDOT have Safety Area Requirements. While there are many similarities between the FAA Runway Safety area requirements and those of the FDOT runway safety area requirements, there are some dissimilarities that may make a difference to this issue. It must be remembered that both have jurisdiction over the New Smyrna Beach Municipal Airport. Both provide funding to the Airport, and the FDOT also licenses the Airport. These differences and similarities are shown in Table 3.

Table 3
DIFFERENCES BETWEEN FAA AND FDOT SAFETY AREAS

Safety Area	FAA Requirement (feet)	FDOT Requirement (feet)
RSA Width	150	120
RSA Length Past End of Runway		240
RSA Length Past the Threshold	300	
Primary Surface Width	500	500
Primary Surface Length Past the End of the Runway		200
Primary Surface Past the Threshold	200	

It was the FDOT inspection to which C&S responded that triggered much of the discussions on displaced thresholds.

Mr. David P. Smith of the FDOT airport inspectors confirmed on 18 June 2019 that while the FAA will measure the RSA and ROFA from the displaced threshold, the FDOT measures the RSA and the Primary Surface from the physical end of the runway. If there is a declared distance published in the FAA Supplement Chart, formerly called the Airport/Facility Directory, then the FDOT inspector will include the displaced threshold as a mitigating factor for an approach surface and an approach RSA.

7. Departure Surfaces

Both Runway 7 and Runway 25 have departure surfaces as each has a non-precision instrument approach. According to FAA Advisory Circular (AC) 150/5300-13A, *Airport Design*, Table 3-2, the departure end of all instrument operations must have a departure surface. The departure surface begins at the end of the runway threshold and is 1,000 feet wide. It flares out at a 15-degree angle on both sides of the runway and rises at a 40:1 slope. This equates to 40 feet horizontal to each foot vertical. This is a much shallower slope than the 34:1 slope of the approach surface.

The approach surface begins 200 feet from threshold, so a 34:1 slope clearing a 15-foot clearance would require 710 feet of distance from the threshold. The departure surface begins at the threshold, so the required distance from the threshold to clear a 15-foot obstruction would be 600 feet. The departure surface is, however, much wider than the approach surface.

8. Published Departure and Landing Distances

One tenant of the Airport, Airgate Aviation, is currently a Fixed Base Operator (FBO) at the Airport. They are also a Part 135 Charter Operator that has been in business since 2002. Airgate is also a commuter air carrier with economic authority issued by the U.S. DOT. In accordance with the commuter authority, Airgate is authorized to operate scheduled service as well as on-demand operations.

Airgate has been operating Cessna Chancellor C414A aircraft and have provided the Airport and the FAA with the tail numbers of several aircraft that they are transitioning to use in their operation as well as the tail number of one of their client's aircraft. AVCON researched the aircraft and found, as much as possible and where available, the required balanced field,

landing, and maximum stage length distances for the subject aircraft. The balanced field length is defined as "the distance required to bring the aircraft up to take off speed and slow it to a full stop at an average air density and payload.

Table 4
SAMPLE AIRCRAFT LANDING, BALANCED FIELD, AND STAGE LENGTH DISTANCES

Aircraft	N Numbers	Landing Distance (feet)	Balanced Field (feet)	Maximum Stage Length (nautical miles)
Bombardier Challenger 300	n/a	3,833	4,810	3,340
Bombardier Challenger 350	n/a	2,364	4,835	3,200
Cessna 414A	n/a	4,000	4,835	1,328
Cessna Citation I (C500)	N528WL, N900G, and N28WL	3,583	3,950	900
Cessna Citation I/SP (C501)	N17HA	3,500	3,600	1,020
Cessna Citation II/Bravo (C550)	N524MA	3,583	3,583	1,520
Cessna Citation II/SP (C551)	N228MH	4,500	4,150	1,840
Cessna Citation XLS	n/a	4,738	3,910	1,989
Falcon 2000 EX	n/a	4,333	5,585	4,045
Gulfstream G500	n/a	3,100	5,385	5,000
Hawker 900 XP	n/a	3,805	5,258	2,929
Honda HA-420 Honda Jet	n/a	2,500	3,120	1,301

Sources: Landing, Balanced Field, and Maximum Stage Distances for all aircraft are from www.globalair.com with the exception of the Honda Jet. The Honda Jet information was obtained at www.prijet.com.
Note: n/a = Not Available

For each aircraft above, three of the aircraft had balanced field distances that exceed the 5,000 feet that have been stated as being required. It is true that these distances are generic. Each aircraft comes with an operating manual that will state the required distances for landing and take-off of that specific aircraft under a variety of conditions. Portions of many of these aircraft manuals have been provided by the tenants of the Airport. These pages can be found as **Appendix A** to this report. However, there are many factors that go into calculating the various distances required. Therefore, the writers of this report attempted to get as many of the distances from a single source, which we were able to do except for one aircraft, the Honda Jet.

The runway length analysis performed in the Master Plan Update was independently verified using the FAA AC 150/5325-4B, *Runway Length Requirements for Airport Design*. This analysis verified that the Beechcraft King Air 350i determined in the Master Plan Update to be the critical aircraft for Runway 7/25 and the Cessna Citation XL (C560XL) determined to be the critical aircraft for Runway 11-29 would have similar runway length results. Each would have a preliminary runway length of 4,700 feet for takeoff and 5,405 feet for landing on a primary runway when utilized at a 60 percent useful load, with the 5,405 feet becoming the recommendation for the primary runway length. If either were to land on the secondary runway, the landing requirement would not be adjusted for wet conditions to comply with the Advisory

Circular. This would result in a recommended runway length of 4,700 feet for the crosswind or secondary runway.

9. Typical Airport Leases at the Airport

Ten leases for current tenants at the Airport were reviewed. Some leases, including that of Airgate Aviation have a paragraph that states the following:

> SECTION 11
> USE OF AIRPORT
>
> Lessee shall have the non-exclusive right, in common with others, of the runways, landing areas, aprons, taxiways and navigational aids which now exist or may be hereafter installed, erected or constructed for the use of the general public at the New Smyrna Beach Municipal Airport, except as otherwise provided herein. Lessee understands that from time to time portions of the airport runways, taxiways, et cetera may be closed to allow maintenance on, upgrading of, closure, or portions may be permanent as changes in the airport's posture in National, State or local aviation system plans.

This Section provides within the lease that the Airport may need to permanently close access to part of the Airport's infrastructure in order to be in compliance with FAA and FDOT requirements.

10. Wind Coverage of the Runways

The recently completed Master Plan Update computed the wind coverage of each of the three runways at the Airport. This is important because aircraft takeoff and land into the wind. Too much crosswind on a runway could cause an aircraft, particularly small aircraft, to be unable to safely land or takeoff from that runway. The FAA recommends that 95 percent wind coverage across runways be achieved, which is computed based o at least 10 years of data for an airport or a location sufficiently adjacent. The allowable limits to be achieved per type of aircraft is as described in Table 5.

Table 5
ALLOWABLE CROSSWIND COMPONENT PER RUNWAY DESIGN CODE

Runway Design Code	Allowable Crosswind Component
A-I and B-I (including A-I and B-I small aircraft)	10.5 knots (12 mph)
A-II and B-II	13 knots (15 mph)
A-III, B-III, C-I through D-III, and D-I through D-III	16 knots (18 mph)
A-IV and B-IV, C-IV through C-VI, and D-IV through D-VI	20 knots (23 mph)
E-I through E-VI	20 knots (23 mph)

Source: FAA AC 150/5300-13B, *Airport Design*
Note: mph = Miles per hour

The Runway Design Code is a methodology by which aircraft are categorized by their respective sizes and performances. These are outlined in Table 6.

Table 6
RUNWAY DESIGN CODES

Aircraft Approach Category (AAC)	V_{REF}/Approach Speed	
A	Approach speed less than 91 knots	
B	Approach speed 91 knots or more but less than 121 knots	
C	Approach speed 121 knots or more but less than 141 knots	
D	Approach speed 141 knots or more but less than 166 knots	
E	Approach speed 166 knots or more	
Airplane Design Group (ADG)	**Tail Height (feet)**	**Wingspan (feet)**
I	< 20	< 49
II	20 - < 30	49 - < 79
III	30 - < 45	79 - < 118
IV	45 - < 60	118 - < 171
V	60 - < 66	171 - < 214
VI	66 - 80	214 - < 262
Runway Visual Range (RVR) (feet)[1]	**Instrument Flight Visibility Category (statute miles)**	
5000	Not lower than 1 mile	
4000	Lower than 1 mile but not lower than ¾ mile	
2400	Lower than ¾ mile but not lower than ½ mile	
1600	Lower than ½ mile but not lower than ¼ mile	
1200	Lower than ¼ mile	
Visual	Visual Flight Rules	

Source: FAA AC 150/5300-13B, Airport Design
Note: 1) RVR values are not exact equivalents

The Runway Design Codes and corresponding allowable crosswind components for the Aircraft listed in Table 4 and the critical aircraft for the here runways as defined by the recently completed Master Plan Update can be found in Table 7.

Table 7
SAMPLE AIRCRAFT RUNWAY DESIGN CODES AND ALLOWABLE CROSSWIND COMPONENTS

Aircraft	Runway Design Code	Allowable Crosswind Component
Beechcraft King Air 350i (critical aircraft for Runway 7/25)	B-II	13 knots
Beechcraft King Air C90 (critical Aircraft for Runway 2/20)	B-II	13 knots
Bombardier Challenger 300	C-II	16 knots
Bombardier Challenger 350	C-II	16 knots
Cessna 414A	B-I	10.5 knots
Cessna Citation I (C500)	B-I	10.5 knots
Cessna Citation I/SP (C501)	B-I	10.5 knots
Cessna Citation II/Bravo (C550)	B-II	13 knots
Cessna Citation II/SP (C551)	B-II	13 knots
Cessna Citation XL (560XL) (critical aircraft for Runway 11/29)	B-II	13 knots
Cessna Citation XLS	B-II	13 knots
Dassault Falcon 2000 EX	B-II	13 knots
Gulfstream G500	D-III	16 knots
Hawker 900 XP	B-II	13 knots
Honda HA-420 Honda Jet	n/a-I	n/a

Source: FAA Aircraft Characteristics Database
Note: n/a = Not Available

Table 7 indicates that the critical aircraft identified in the Master Plan Update each would need wind coverage up to and including 13 knots or 15 miles per hour. The wind coverage for all three runways as presented in the Master Plan Update is presented in Table 8.

Table 8
WIND COVERAGE

	All-Weather			Instrument Flight Rules (IFR)			Visual Flight Rules (VFR)		
Runway	10.5 knots	13 knots	16 knots	10.5 knots	13 knots	16 knots	10.5 knots	13 knots	16 knots
2/20	87.93%	93.66%	98.71%	89.95%	94.08%	97.73%	87.81%	93.63%	98.77%
7/25	88.43%	94.12%	98.58%	82.11%	90.11%	96.75%	88.69%	94.29%	98.66%
11/29	88.76%	93.64%	98.15%	80.47%	87.78%	95.78%	89.16%	93.93%	98.27%
Combined	99.45%	99.88%	99.98%	98.85%	99.73%	99.95%	99.47%	99.88%	99.98%
7/25-11/29	94.71%	97.70%	99.30%	87.65%	94.03%	98.21%	95.04%	94.87%	99.35%
Observations	49,933			2,636			47,175		

Source: New Smyrna Beach Municipal Airport Master Plan Update

The wind data indicates that all three runways are necessary to accommodate the smaller aircraft that could be affected by high crosswinds of over 10.5 knots. Neither Runway 7/25 nor Runway 11/29 can singly accommodate aircraft affected by 13 knot winds as neither achieves the 95 percent coverage recommended. The combination of the two runways can accommodate aircraft potentially affected by 13 knot winds. All aircraft affected by 16 knot winds can be accommodated on any of the runways.

The critical aircraft for each of the three runways each have Runway Design Codes of B-II. This indicates that these aircraft need an allowable crosswind component of 13 knots. None of the three runways can singly accommodate these aircraft. However, the combination of Runways 7/25 and 11/29 can accommodate this recommendation.

At the time of the Airport Master Plan Update, Runway 7/25 was considered the Airport's secondary runway as it did not have instrument approaches on either end. This runway was considered by Air Traffic Control to be the most versatile for touch and go activity and is considered to be the training runway. Today, this 5,000-foot-long 75-foot-wide runway has a non-precision instrument approach on both end as well as a four-light Precision Approach Path Indicators (PAPI) on each end and Medium Intensity Runway Edge Lights (MIRL). These and the 5,000-foot length make it the runway of choice when conditions permit. This runway has recently been declared the primary runway at the Airport and Runway 11/29 has been declared the secondary runway.

Runway 11/29 is a 4,319-foot-long 75-foot wide runway that has non-precision instrument approach on the 29 end of the runway. The Runway 11 end is a visual approach runway. It is equipped with four-light PAPI on each end and MIRL. This runway is primarily used by itinerant aircraft arriving from and departing to the west.

Runway 2/20 is a 4,000-foot-long 75-foot-wide runway. It has a non-precision instrument approach on the Runway 2 end of the runway. The Runway 20 end has a visual approach. It does not have either PAPI or runway edge lights. It is used by itinerant traffic arriving from and departing to the east and smaller aircraft when wind conditions are not favorable on the other two runways. Runway 20 is the least utilized runway end at the Airport.

11. Wetlands at the Ends of the Runway

There are wetlands associated with each of the Runway 7/25 ends. The classification and mapping of these wetlands were obtained from the National Wetland Mapper, which is part of the National Wetlands Inventory provided by the United States Fish and Wildlife Service. Figure 1 shows the wetland associated with Runway 7 and Figure 2 shows the wetlands associated with Runway 25. Table 9 is a legend that identifies each specific type of wetland.

In order to extend the RSA, either Sunset Drive and/or U.S. 1 would need to be moved and wetlands would be encountered. Wetlands are protected by various authorities within the State and Federal governments. It is prudent to avoid wetlands as they serve a distinct purpose in our ecosystem. And, when avoidance of wetlands is not possible, mitigating for the loss of those wetlands can increase the cost of a project substantially.

Table 9
WETLAND TYPES LEGEND

Code	Wetland Description
E1UBL	Estuarian and Marine Deepwater - Subtidal
E2EM1N	Estuarian and Marine Wetland – Emergent, Intertidal, Regularly Flooded
E2EM1Pd	Estuarian and Marine Wetland – Emergent Irregularly Flooded, Partially Drained/Ditched
E2SS1Pd	Estuarian and Marine Wetland - Irregularly Flooded
E2SS3P	Estuarian and Marine Wetland – Intertidal, Irregularly Flooded
PEM1Cd	Freshwater Emergent Wetland
PFO1/3Cd	Freshwater Forested/Shrub Wetland, Broad-leaved Deciduous and Evergreen, Seasonally Flooded
PSS1Cd	Freshwater Forested/Shrub Wetland - Broad-leaved Deciduous, Seasonally Flooded
PUBH	Freshwater Pond
PUBHx	Freshwater Pond, excavated
Riverine/Murray Creek	Freshwater, Excavated, Semi-permanent flooding

In addition to the wetlands, there is a mitigation area to the west of Sunset Drive at the end of Runway 7. In 2003, the City of New Smyrna Beach, asked the St. John's Water Management District (SJWMD) for a permit to use the area to compensate for drainage issues associated with the construction of the new stadium at the New Smyrna Beach Sports Complex. This compensation area is shown in Figure 3.



Source: U.S. Fish and Wildlife Service

Figure 1
WETLANDS LOCATED NEAR RUNWAY 7



Source: U.S. Fish and Wildlife Service

Figure 2
WETLANDS LOCATED NEAR RUNWAY 25



Figure 3
100-YEAR COMPENSATING STORAGE AREA

12. Alternatives

The purpose of this report is to provide alternatives to the displaced thresholds recommended in the Master Plan Update. There are a few objectives, as follows:

- Provide alternatives with a runway that is at least 5,000 feet long
- Safety areas established by the FAA and Florida Statute must be achieved unless formally resolved/mitigated.

Several alternatives were considered during this process. The results are presented within this section. Order of Magnitude Costs for each alternative can be found in the Section 13 entitled *Order of Magnitude Cost Estimates*.

Alternative 1: Relocation of Sunset Drive and/or U.S. 1 Due to the Approach Slope

As one of the objectives is to keep the length of Runway 7/25 at 5,000 feet, it was determined to begin at the physical end of Runway 7. The RSA must extend out 300 feet from the physical end of the runway and the ROFA must also extend out 300 feet from the end of the Runway. The Primary Surface must extend 200 feet from the end of the runway. All three of these surfaces are currently reduced because of the fences that separate Sunset Drive and U.S. 1 from the Airport. The controlling factor in each case, however, is the Approach Surface that begins 200 feet from the end of the Runway and then slopes upward at a slope of 34:1, or 34 feet horizontal for every 1 foot vertical. This slope must clear a 15-foot clearance over both Sunset Drive and U.S. 1 to accommodate for vehicles. In order to make this clearance, each road must be 710 feet from the respective end of the runway. This distance equals the 200 feet from the end of the runway to the beginning of the Approach Slope as well as the Approach Slope itself. Each fence must be at least 404 feet from each end of the runway for the entire width of the Primary Surface.

Figure 4 shows Alternative 1A with the end of Runway 7 and the subsequent proposed relocation of Sunset Drive. Figure 5 shows Alternative 1B with the end of Runway 25 and the subsequent proposed relocation of U.S. 1.

Both would allow Runway 7/25 to remain at 5,000 feet in length and would allow the RSA's, ROFA's, the Primary Surface, and the Approach and Departure Surfaces associated with the Runway to be intact. Both the roads and the associated Airport fences would be outside of these required safety areas.

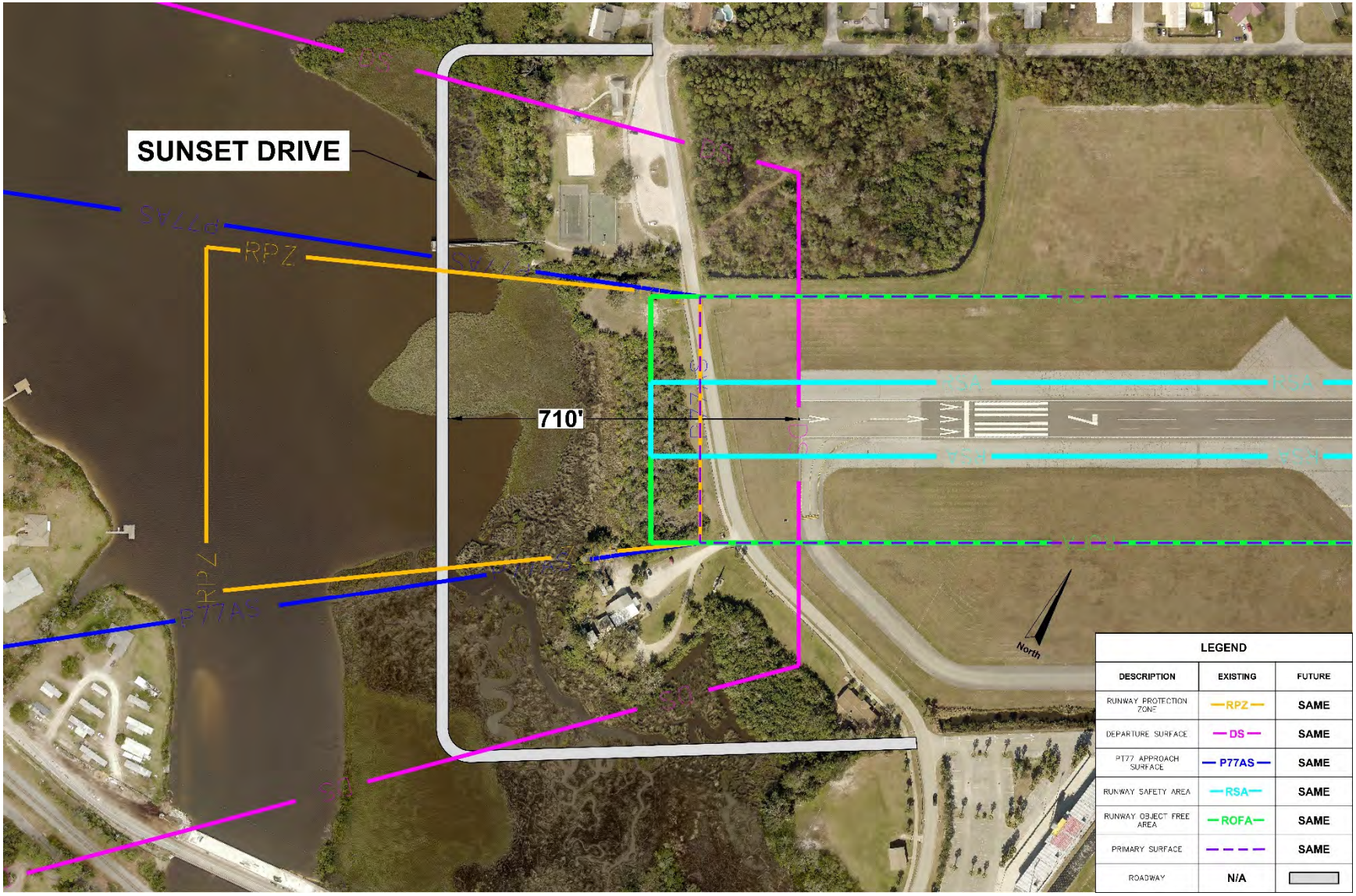


Figure 4
ALTERNATIVE 1A: RELOCATION OF SUNSET DRIVE TO ACCOMMODATE RUNWAY 7 APPROACH SLOPE

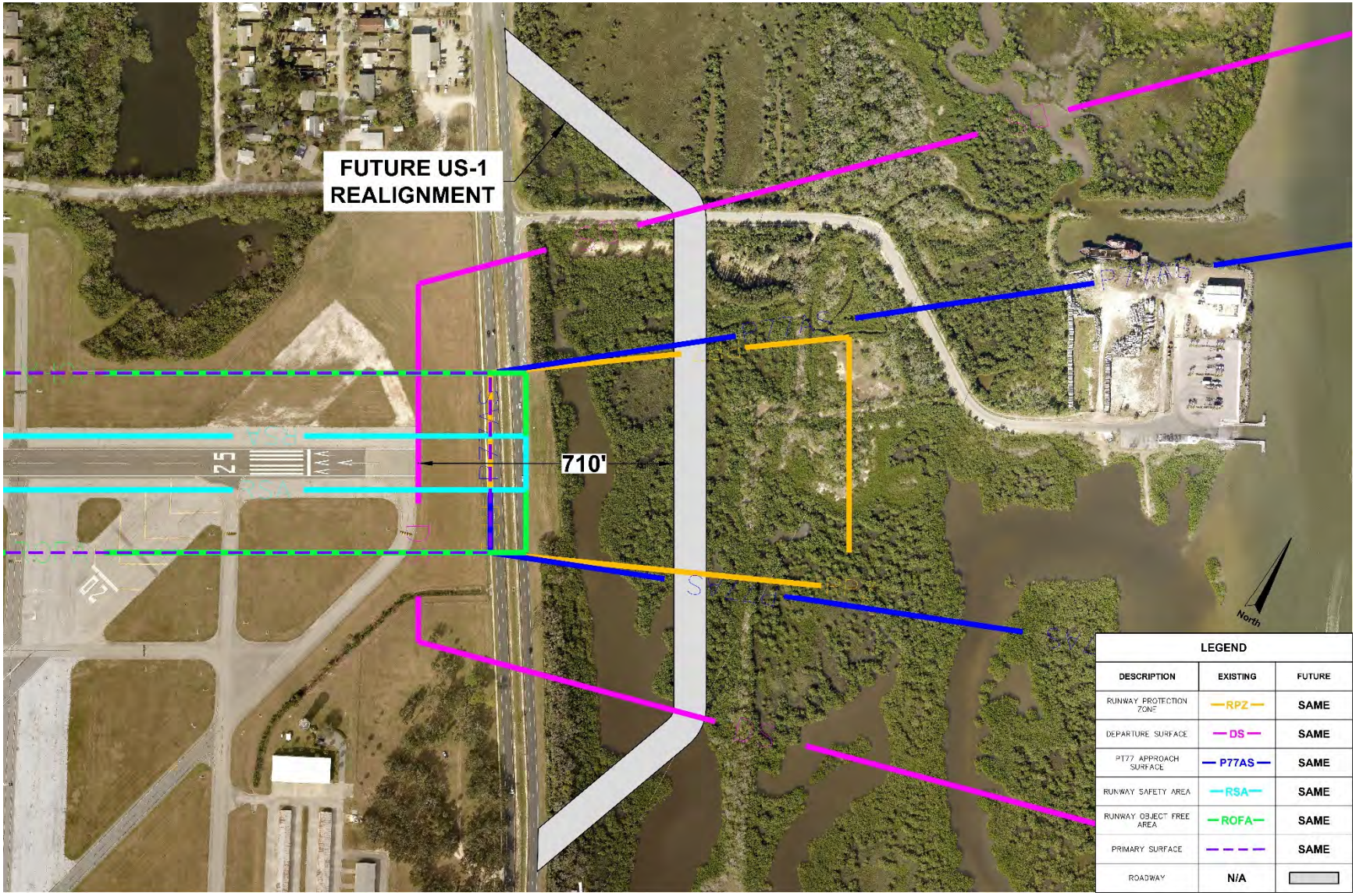


Figure 5
ALTERNATIVE 1B: RELOCATION OF U.S. 1 TO ACCOMMODATE RUNWAY 25 APPROACH SLOPE

However, Figures 4 and 5 do not consider the Runway Protection Zones (RPZ). These are trapezoidal shaped areas located at ground level on each end of the runway that are located "to enhance the safety and protection of people and property on the ground." Public roads are not considered by the FAA to be compatible land uses within an RPZ. A memorandum from the FAA discusses this issue and is titled *Interim Guidance on Land Uses Within a Runway Protection Zone* advises that the FAA Airports District Offices should work with airport sponsors to remove or mitigate the risk of any existing incompatible land uses in an RPZ as practical. Currently, the FAA is only enforcing this memorandum for existing land uses when one of four conditions are planned to occur:

- An extension of a runway
- Changing the size of the RPZ
- Changing of the critical aircraft to a larger aircraft
- A local development proposal within the RPZ (either new or re-configured)

The critical aircraft as identified in the 2005 Master Plan Update is a Beech 1900. The Master Plan Update currently under review by the FAA proposes to change the critical aircraft to a Beechcraft King Air 350i. Both aircraft, as well as those submitted as proposed aircraft for the Airgate Aviation charter operation, are ARC B-II aircraft and would not necessarily trigger the referenced FAA memo.

However, relocating either Sunset Drive or U.S. 1 would require that the FAA Orlando Airports District Office to coordinate with the Airport Planning and Environmental Division of the FAA in Washington D.C. The decision could be made that if a new development proposal such as those shown in Figures 4 and 5 occur that either or both roads currently traveling through either runway end would have to be relocated outside of the Runway's RPZ(s). The potential result for the road currently traveling around the RPZ at the Runway 7 end, Sunset Drive, is shown in Figure 6 as, Alternative 1C. This option shows a bridge spanning Turnbull Bay and connecting with Turnbull Bay Road on the west side of the Bay. This is considered to be a shorter route than traveling around the RPZ to meet back with Sunset Drive. The potential result for the road currently traveling through the RPZ at the Runway 25 end, U.S. 1, is shown in Figure 7, as Alternative 1D.

The moving of each road would require not only the cost of the construction of each road, but also the mitigation of environmental impacts as both would require that the roads be moved into and through large areas of wetlands. Additionally, the moving of a Federal Highway will require that several Federal agencies, not just the FAA, become involved and it is probable that a full Environmental Impact Statement (EIS) would be required prior to proceeding with the proposed project.

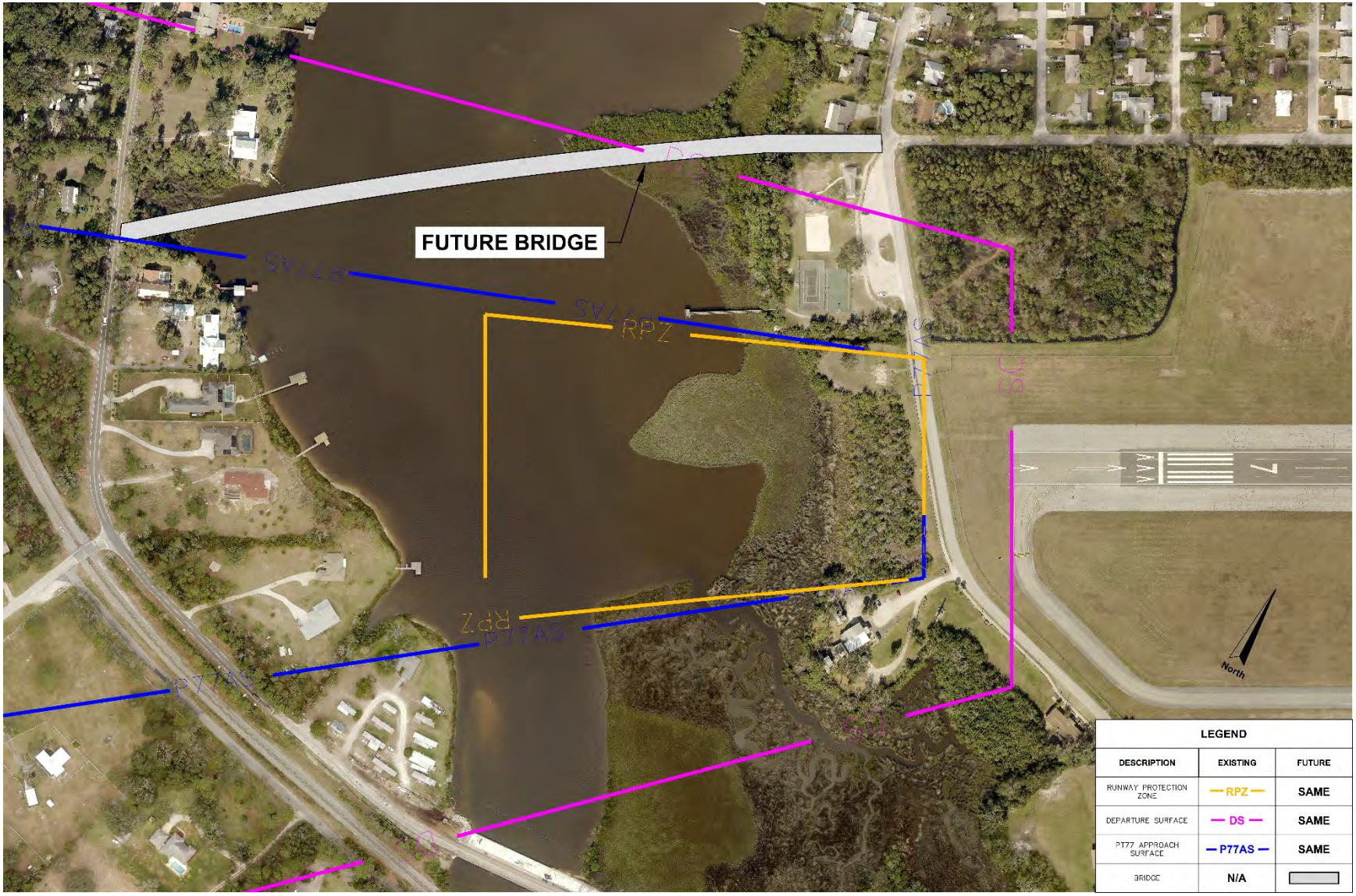


Figure 6
ALTERNATIVE 1C: RELOCATION OF SUNSET DRIVE AROUND RUNWAY 7 RPZ

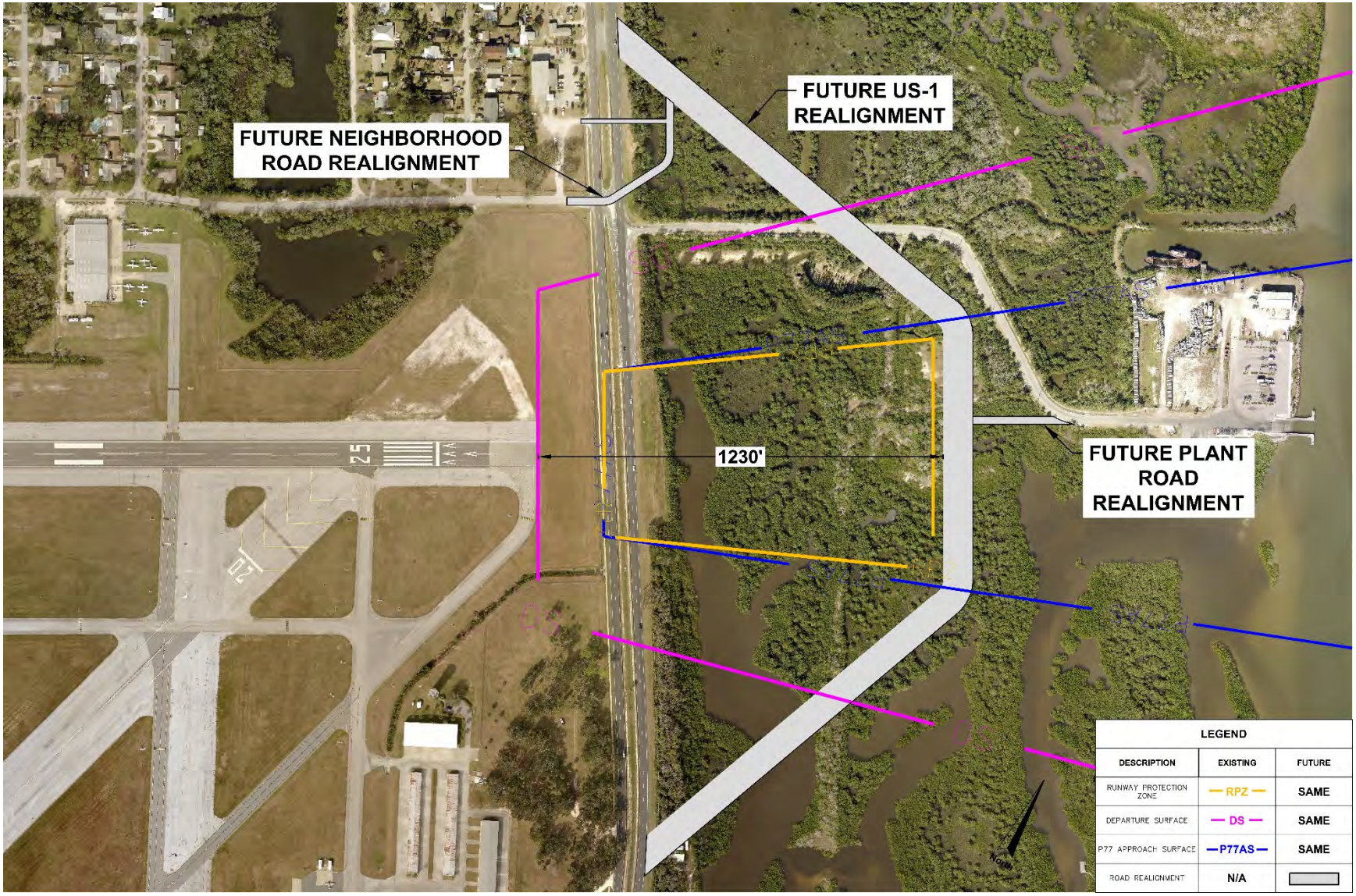


Figure 7
ALTERATIVE 1D: RELOCATION OF U.S. 1 TO AROUND RUNWAY 25 RPZ

Alternative 2: Tunneling Below the Runway Safety Areas

Alternative 2 would involve tunneling both Sunset Drive and U.S. 1 beneath the surface of the runway ends. This would presumably allow both roads to keep the same alignment they currently have except that both would be tunneled below the surface of the runway and all associated safety areas. The proposed tunnel for Sunset Drive is shown in Figure 8, as Alternative 2A, and the tunnel for U.S. 1 is shown in Figure 9, as Alternative 2B. The tunnels are each proposed to be suppressed approximately 21 feet below the surface of each runway end. Fifteen of the feet would provide the required clearance above the surface of the road, and six feet would provide enough structure to support the earth above the tunnel and the occasional over- or under-run by and aircraft missing the runway, as well as emergency support vehicles. The tunnel on Sunset Drive has been preliminarily calculated to be 520 feet long. This calculation is based on the depth of the proposed tunnel and the posted speed limit in the area of 20 miles per hour (mph). The tunnel associated with U.S. 1 is preliminarily calculated to be 1,170 feet in length. The primary difference in the length is due to the 55-mph speed limit posted on U.S. 1. Both tunnels are located to avoid not only the Approach Surface slope, but also the Departure Surface slope. Careful engineering will likely be able to move the location of each tunnel towards the centerline of the Runway somewhat as calculations are made as to where the actual cuts into the ground are made.

This alternative will allow the runway to remain intact and will provide the required safety areas for both ends of the Runway, once the roadways above the tunnels have been demolished and the fences have been relocated. However, the Runway 7 end of the Runway is only 7.5 feet above sea level and the Runway 25 end of the Runway is only 9.8 feet above sea level. As the floors of the tunnels will be below sea level, the tunnels will need to be designed with enough strength to be able to withstand the resulting hydrostatic pressure. Pumps will need to be added in each tunnel to continually keep the tunnels from flooding and generators will need to be added to operate the pumps during power outages.

The Sunset Drive tunnel would also block access to the VFW Post 4250, potentially one of the exits from the New Stadium parking lot, Rocco Park, the New Smyrna Beach Lions Club, up to six houses located on north Sunset Drive, and access to Sunset Drive from South Street.

The U.S. 1 tunnel would block access to U.S. 1 from South Street, at least seven curb cuts to U.S. 1 from the west side of the Highway north of the Airport, the curb cuts to Lost Lagoon Bar and Grill and an unidentified road that accesses the Airgate Aviation Hangar to the south of the Airport, and Boat Ramp Drive on the east side of the highway.



Figure 8
ALTERNATIVE 2A: TUNNEL BENEATH RUNWAY 7

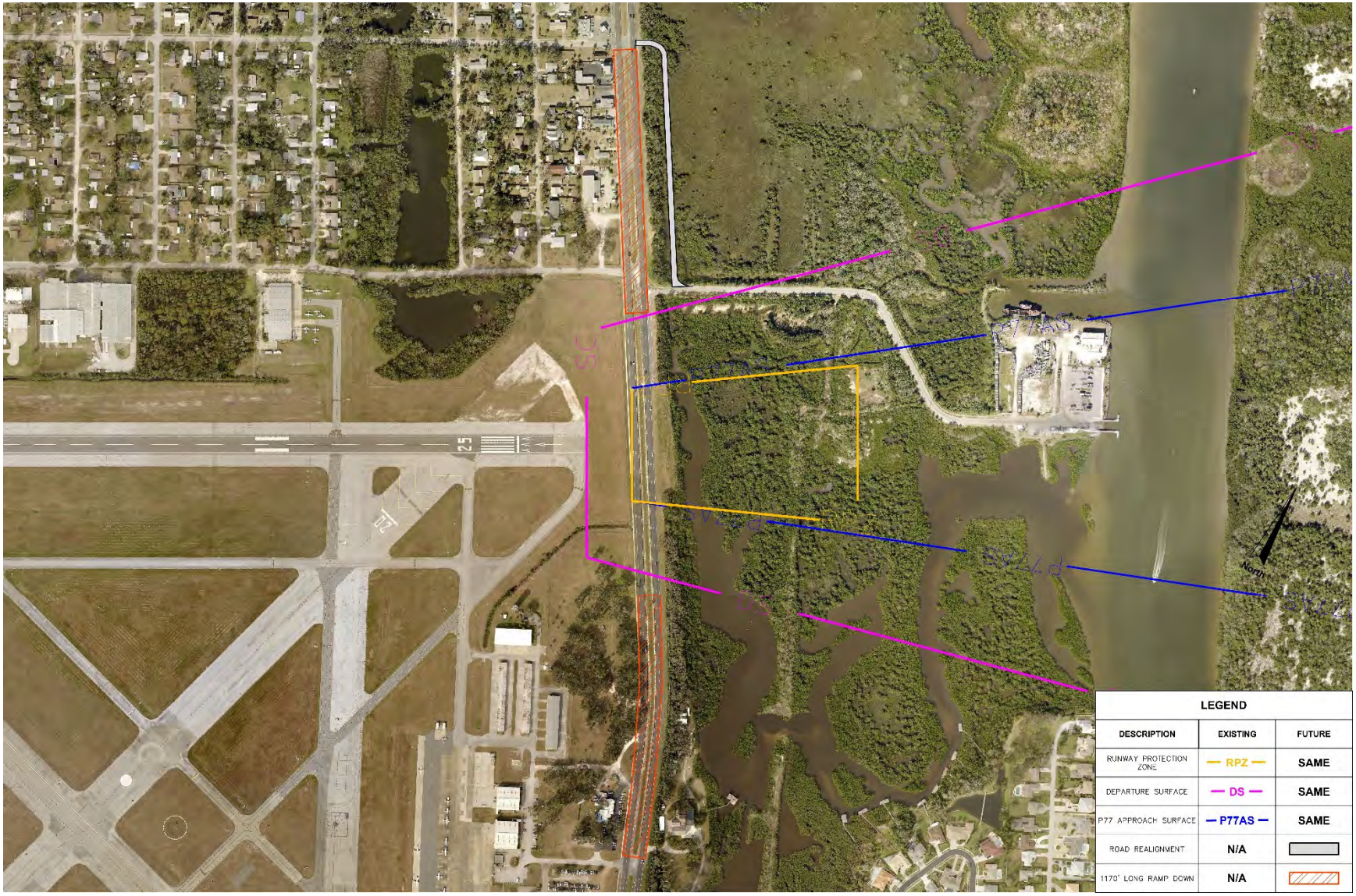


Figure 9
ALTERNATIVE 2B: TUNNEL BENEATH RUNWAY 25

Alternative 3: Closure of Sunset Road

This alternative would close Sunset Road from just north of the Lion's Club building to just south of the southernmost entrance to Rocco Park. It would physically move the Runway 25 end of the Runway along its axis approximately 506 feet west to allow 710 feet between U.S. 1 and the proposed new Runway 25 end of the Runway, this allowing the approach surface to Runway 25 to clear U.S. 1. The Runway 7 end of the Runway would be relocated further west by the same approximately 506 feet. This would move the Runway 7 end through the 100-year compensating storage area developed with the New Stadium, into wetlands. In order to provide for an FAA compliant RSA, an additional 300 feet of fill would be constructed into Turnbull Bay, as shown in Figure 10. This alternative would provide all the requisite safety areas as well as the 5,000-foot long runway.

It is believed that the closing of Sunset Drive would be a hardship on the Islesboro neighborhood located to the north of the Airport. This neighborhood has five access routes. All but Sunset Drive access the neighborhood via U.S. 1. Additionally, this is the only access to Islesboro to/from Turnbull Bay Road that provides access across the Turnbull Bay bridge to the west. While the building of a bridge from the western end of South Street across the Turnbull Bay to Turnbull Bay Boulevard, in a manner similar to that shown in Figure 6, would perhaps mitigate some of the concerns of the neighborhood, it had not been included in the cost estimate for this alternative.

The extension of Runway 7/25 into Turnbull Bay will require wetland mitigation and the 100-year compensating storage for the new Stadium would have to be relocated, potentially with additional compensating storage and wetland mitigation for the Runway extension itself.

The extension of the Runway would require at a minimum, an Environmental Assessment. Because it is likely that the Islesboro neighborhood would likely oppose the closing of Sunset Drive, the FAA could, at its discretion, elect to conduct an Environmental Impact Statement study.

Further, the alternative only addresses the shifting of the runway along its axis to provide the Approach Surface to Runway 25 sufficient clearance over U.S. 1. This alternative could be construed as a runway extension, rather than a runway relocation. Therefore, the FAA could determine that the RPZ for Runway 25 should no longer have U.S. 1 traveling through it. This determination, if it were made, would also require the relocation of U.S. 1 in a manner similar but perhaps not as far from the runway end as that previously shown in Figure 7.

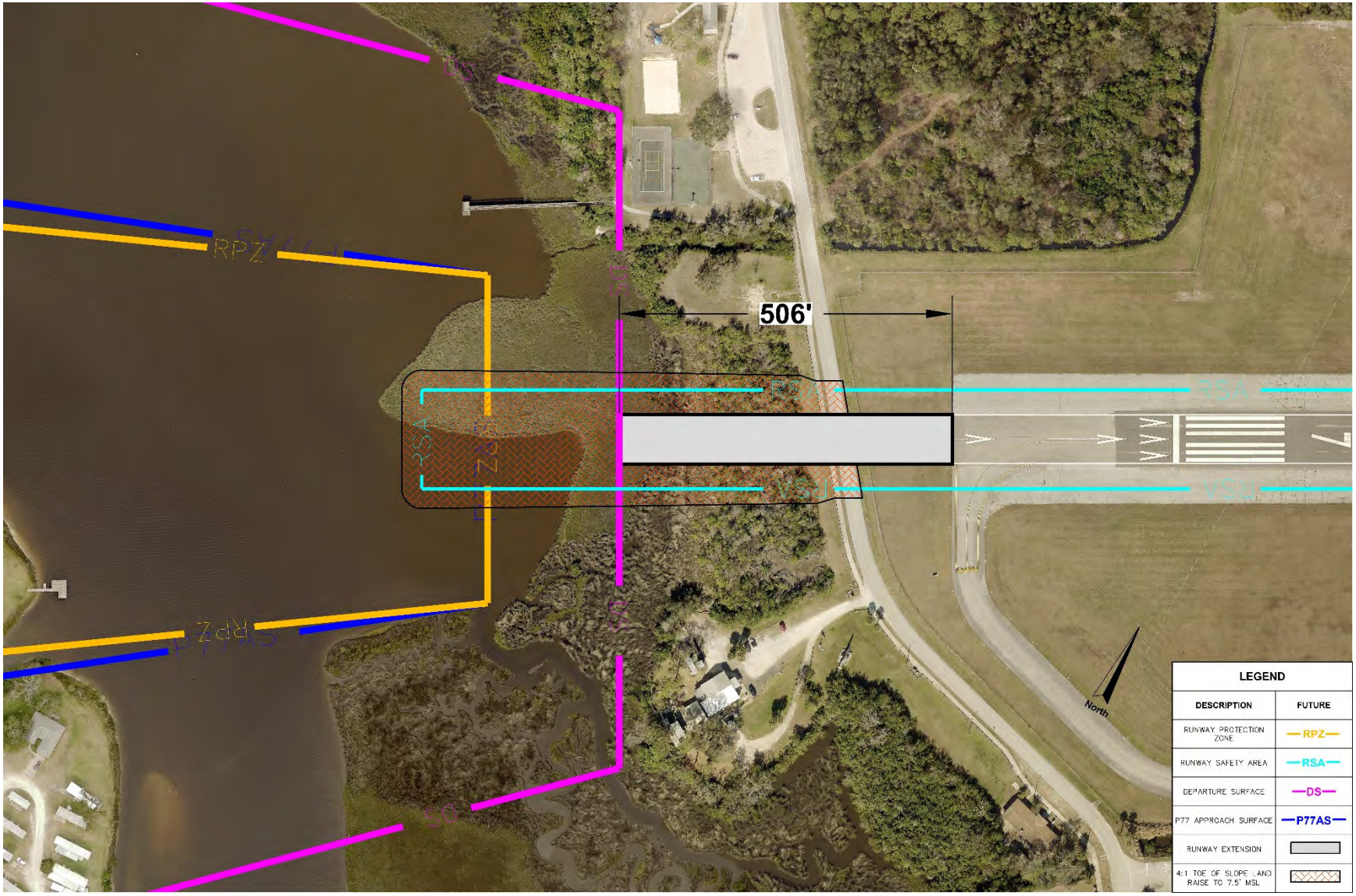


Figure 10
ALTERNATIVE 3: CLOSURE OF SUNSET DRIVE

Alternative 4: Stop Gates on Sunset Drive on Either Side of the Runway

This alternative would place stop gates on Sunset Drive on either side of the Runway 7/25 Primary Surface that upon activation by the pilot would close off Sunset Drive to vehicular traffic until the aircraft had cleared the road. This alternative would still have to relocate the runway along the axis of the runway in a manner similar that of Alternative 3, as shown in Figure 11, for the Approach Surface of Runway 25 to clear U.S. 1. With the shifting of runway 7/25 along its axis to the west, Sunset Road, would then be traveling across the actual runway, rather than "just" through the safety areas. It is highly unlikely that the FDOT or the FAA would allow this to occur. The writers of this report could not find an example anywhere in the United States where such an installation is in place to keep vehicles from crossing a runway.

Alternative 5: Engineering Materials Arresting System

Engineered Materials Arresting Systems (EMAS) are made up of energy absorbing materials that are engineered to reliably and predictably deform under the weight of an aircraft. These systems are designed to be placed in RSA's that do not meet FAA standards. Using FAA AC 150/5220-22B, *Engineering Materials Arresting Systems (EMAS) for Aircraft Operations*, EMAS was planned for both runway ends, as shown in Figure 11, as Alternative 5A, and Figure 12, as Alternative 2B.

An EMAS has two parts; the base and the bed. The base is made up of pavement that can support the occasional weight of the Critical Aircraft as well as any Aircraft Rescue and Fire Fighting (ARFF) vehicles. Full strength runway pavement is not required. The EMAS bed is made up of the special EMAS arresting material, which should be able to support pedestrian traffic but is not required to support vehicular traffic.

Based on the Master Plan proposed Critical Aircraft for Runway 7/25, the Beechcraft King Air 350i, each EMAS base would be 135 feet wide and 455 feet long, centered on the extended centerline of the Runway.

The EMAS bed, located on top of the EMAS base, would be 95 feet wide, centered on the extended runway centerline, and 360 feet in length. The beginning of the EMAS base would be located 75 feet from the end of EMAS base, which would be located at the end of the Runway.

The length of the EMAS base would effectively be the RSA, so the RSA on each end would be 455 feet. This is 155 feet longer than the required RSA, which points out one of the deficiencies in this alternative. To provide enough length for the EMAS, U.S. 1 would have to be relocated in a manner like that shown in Figure 12. Or, the Runway would be relocated along its axis in a manner like that described in Alternative 3 and Runway 7, as shown in Figure 10. As shown in Figure 12, the Runway 25 end has not been shifted. If the Runway 25 end shifts, this will trigger a further and corresponding extension into Turnbull Bay than that currently shown in Figure 11.

Two items should be noted for this alternative. EMAS is typically not used for smaller airports used exclusively by smaller aircraft, as the cost is expensive. Additionally, as the smaller aircraft are so light, including the Critical Aircraft for this runway, they are not captured by the EMAS as effectively as larger aircraft.

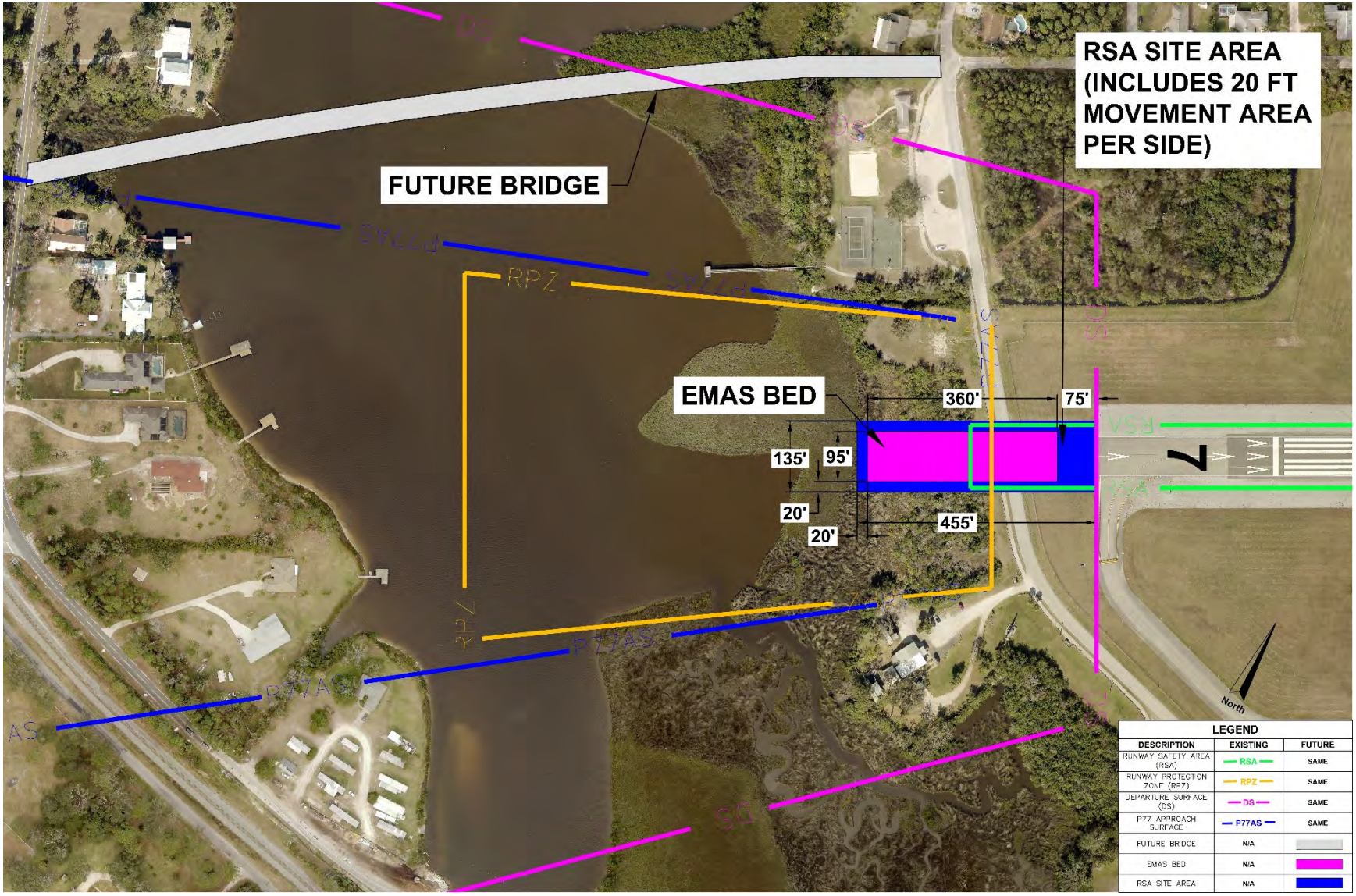


Figure 11
ALTERNATIVE 5A: EMAS ON RUNWAY 7

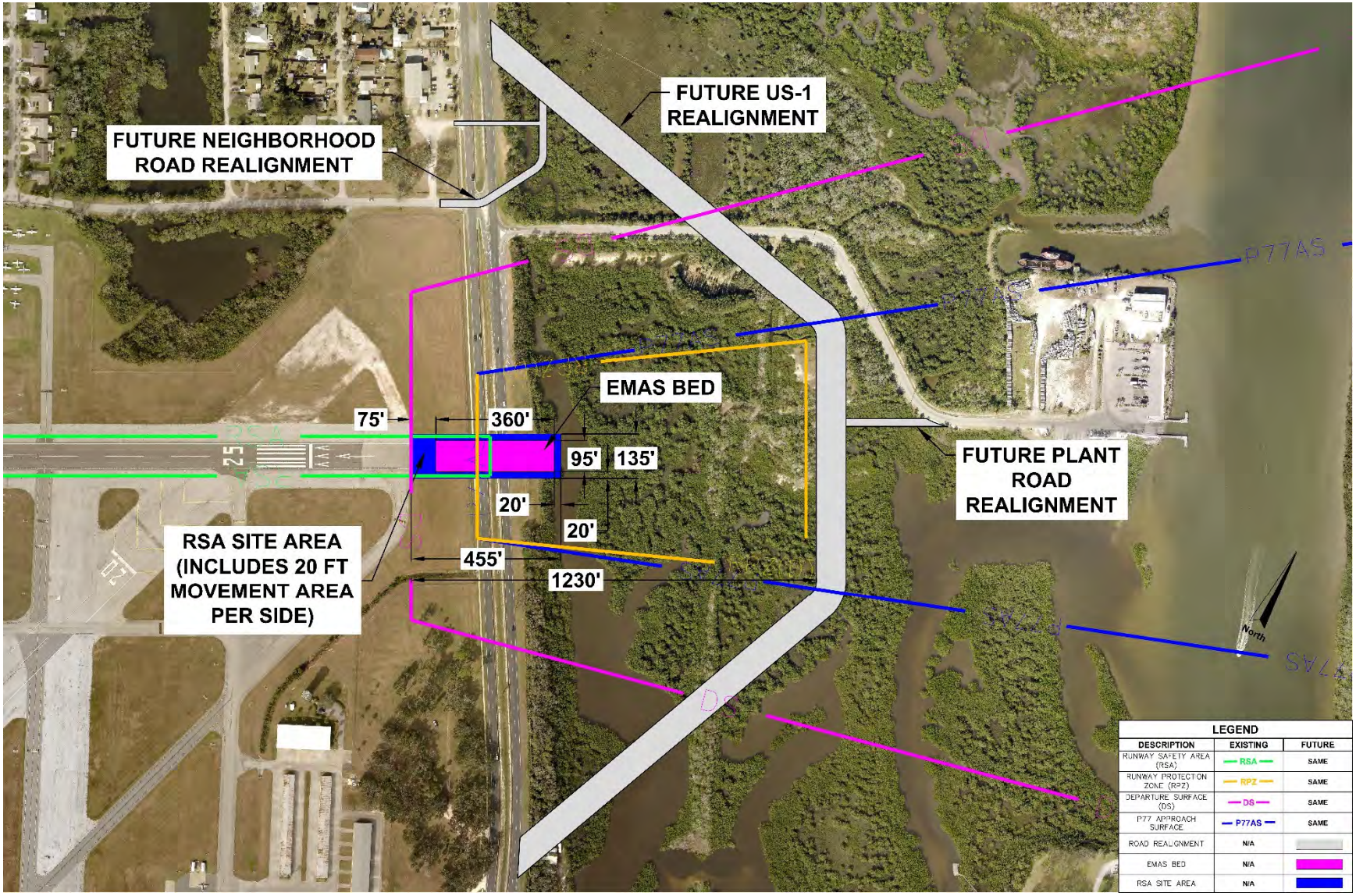


Figure 12
ALTERNATIVE 5B: EMAS ON RUNWAY 25

The second issue is that there are only two manufacturers that have been approved by the FAA to provide EMAS systems. One of these manufacturers previously announced that they will no longer be providing new EMAS systems. The FAA is currently working with that manufacturer to determine if another plan can be made to continue manufacturing EMAS. It has recently been reported that such a plan has been reached with the manufacturer.

The methodology to plan/preliminary design an EMAS as outlined in FAA Order 5200.9, *Financial Feasibility and Equivalency of Runway Safety Area Improvements and Engineered Material Arresting Systems*, can be found in **Appendix B**.

Alternative 6: Shifting or Realigning of Runways

FAA Order 5200.8, Runway Safety Area Program, advises that other RSA alternatives should be considered, including the shifting or re-alignment of the runway. This report has previously looked at relocating the Runway along its axis. This alternative will consider two different options for realigning the runway, while keeping its current length of 5,000 feet. These options are shown in Figure 13 and 14. An alternative whereby Runway 11/29 is realigned and lengthened to 5,000 feet is also considered and is shown in Figure 15.

The option shown in Figure 13, as Alternative 6A, would rotate the Runway 25 end south while keeping the Runway 7 end in relatively the same position. This option would attempt to keep all 5,000 feet of the Runway and safety areas on the existing Airport property. The Approach Surface for Runway 7 (now 12) would clear the clearance over Sunset Drive and South Road and would clear the clearance over U.S. 1 and Industrial Park Avenue.

The three T-hangar buildings located in the southeast corner of the Airport would need to be relocated. Many of the structures associated with the New Smyrna Beach Sports Complex would also have to be moved.

Both RPZs would have roads raveling through them and small portions of these would need to be relocated. They are Sunset Drive, South Road, and Industrial Park Avenue. The RPZ associated with Runway 7 (now 12) would have at least three residences located within it and these would need to be relocated. The RPZ associated with Runway 25 (now 30) would have the three T-hangars buildings located within it as well as the buildings associated with the New Smyrna Beach Public Works buildings located near the intersection of U.S. 1 and Industrial Park Avenue. These facilities would need to be relocated.

The option shown in Figure 14, as Alternative 6B, would rotate the Runway 7 end to the east while keeping the Runway 25 end in relatively the same position. This option would keep the 5,000 feet on the Airport but would also require the demolition of at least 11 buildings within the Airport Industrial Park. The RPZ for the Runway 25 (now 19) end would continue to have U.S. 1 traveling through it and this may disqualify this option. The RPZ for the Runway 7 (now 1) end would have the interior roads of the Airport Industrial Park within it, but as the Airport Industrial Park will be significantly affected simply by having to remove the buildings to accommodate the relocated Runway, this may be a moot point. This RPZ will also have Turnbull Bay Road and Industrial Park Avenue within it and if this option is selected, these roads may have to be relocated.

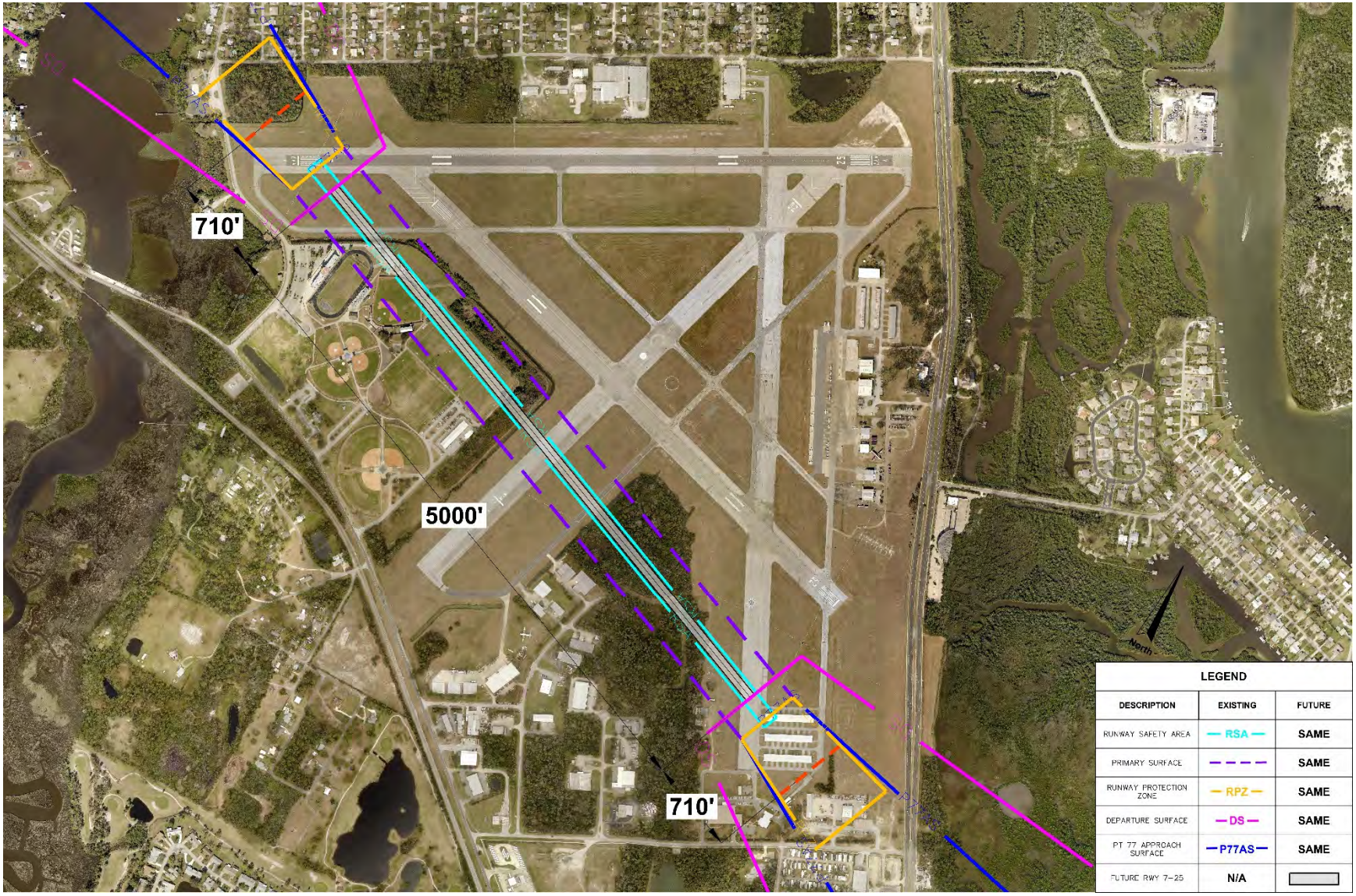


Figure 13
ALTERNATIVE 6A: RUNWAY 7/25 RELOCATION OPTION 1

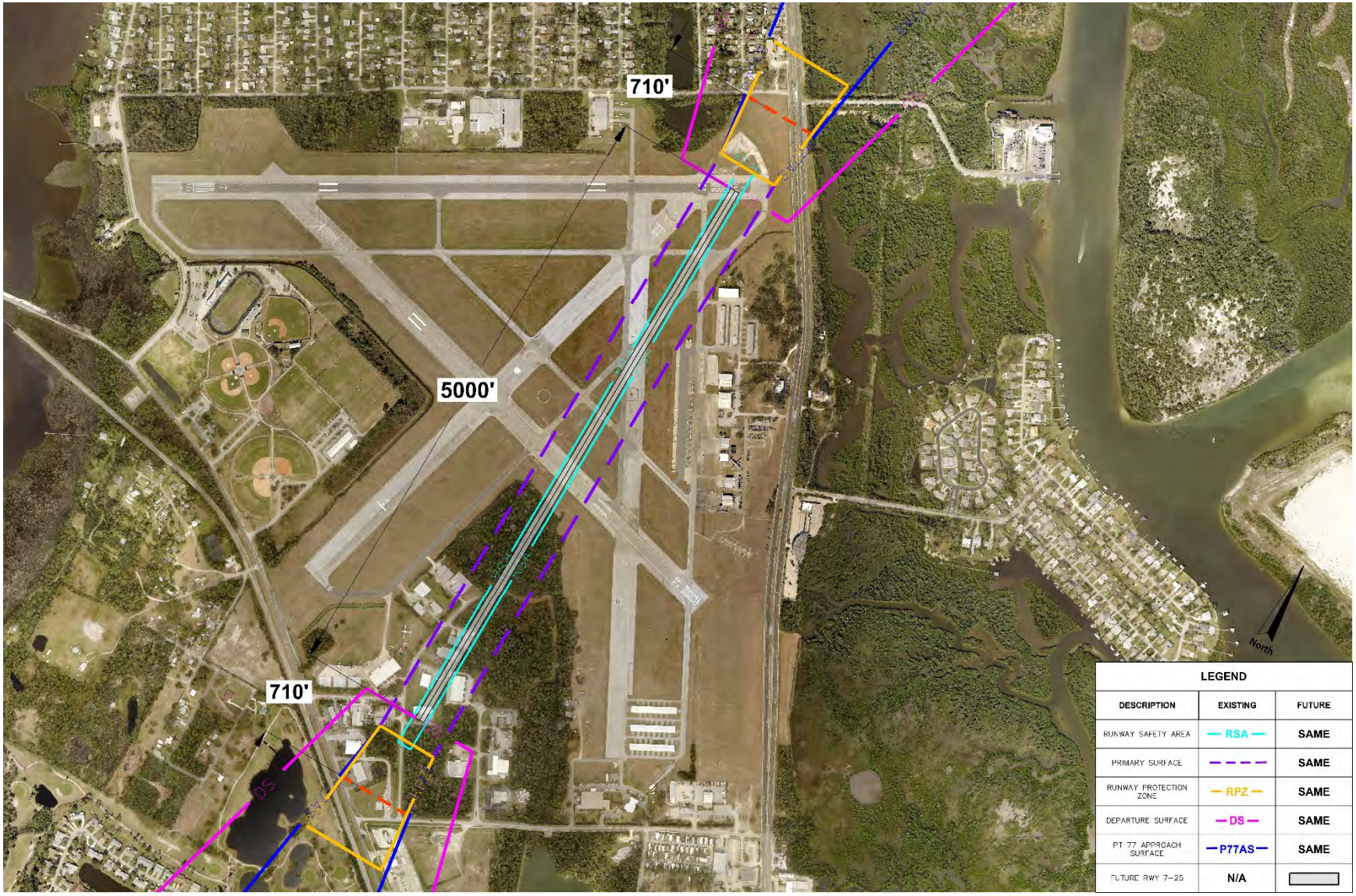


Figure 14
ALTERNATIVE 6B: RUNWAY 7/25 RELOCATION OPTION 2

The option shown in Figure 15, as Alternative 6C, would lengthen Runway 11/29 to 5,000 feet. It would also relocate the runway centerline 240 feet to the southwest, which would allow the new full-length parallel taxiway to be located on the existing Runway 11/29. This alternative would not require the demolition of buildings on the Airport, but the relocation of the RPZ for Runway 11 would require that at least seven residences in the Islesboro neighborhood be purchased and razed. As the Runway Object Free Area (ROFA) infringes on portions of the New Smyrna Beach Sports Complex, considerations will have to be made during the Environmental Assessment process to accommodate the Section 4(f) process found in 49 U.S.C 303 that states that special efforts must be made to preserve the natural beauty of the countryside and public park and recreation lands, wildlife and waterfowl refuges, and historic sites. While this may or may not prevent this alternative from being realized, these considerations will likely take considerable time to resolve.

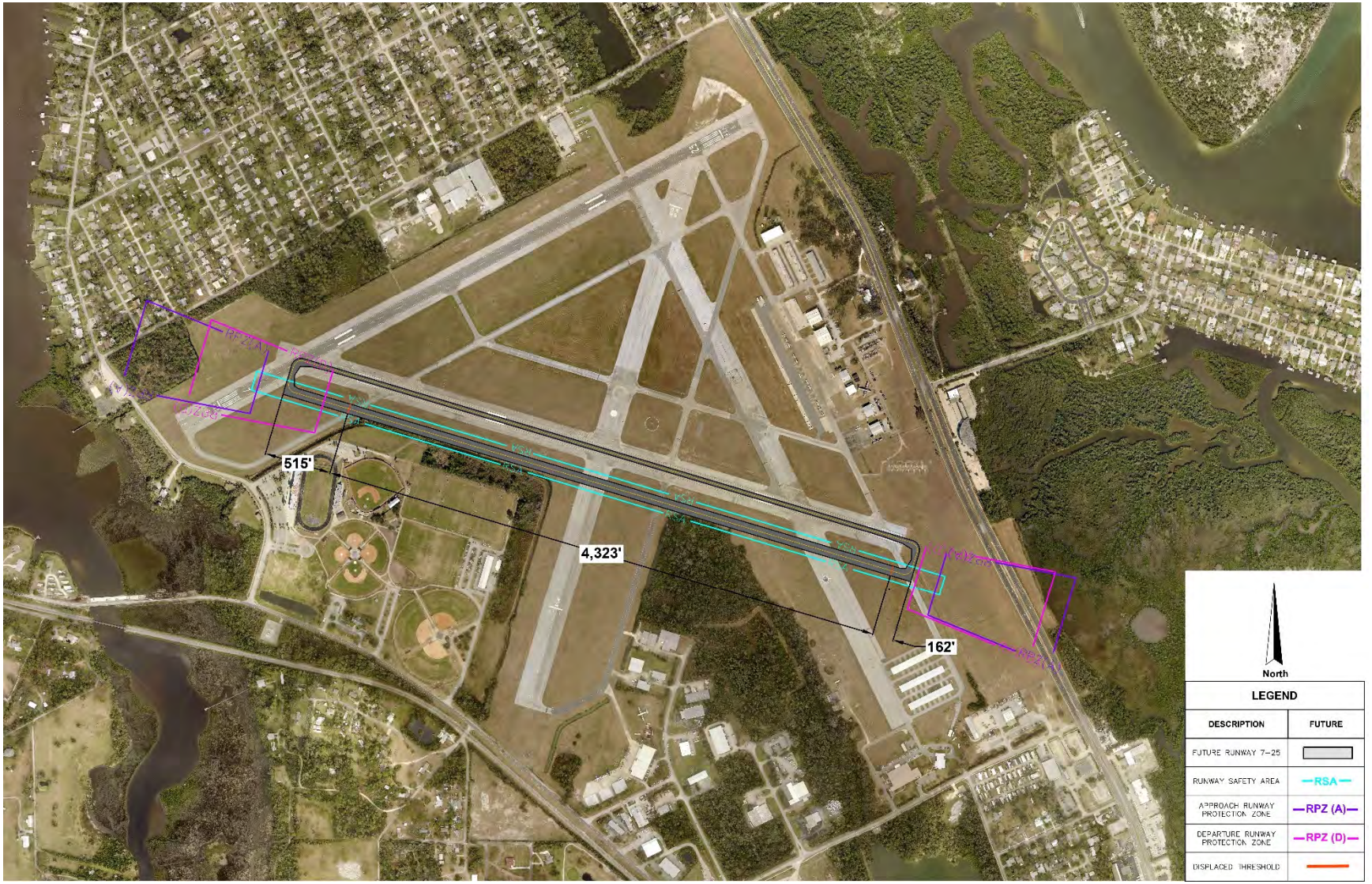


Figure 15
ALTERNATIVE 6C: RUNWAY 11/29 RELOCATION

Alternatives 6A and 6B would replace Runway 7/25 with a runway that would closely track one of the two remaining runways on the Airport. The option that is shown in Figure 13 closely tracks Runway 11/29, without having enough separation between the two runways for simultaneous landings and take-offs. This option would probably be better suited as a replacement option to Runway 11/29 than to Runway 7/25. The option that is shown in Figure 14 somewhat tracks Runway 2/20. Again, this option would be too closely located to Runway 2/20 to be independently effective and would probably be a better replacement option for Runway 2/20 than for Runway 7/25.

Alternative 6C is proposed as a replacement to Runway 11/29, which would also be lengthened to 5,000 feet. This alternative would provide the Airport with a 5,000-foot-long runway but would impact the New Smyrna Beach Sports Complex.

Alternative 7: Accelerating the Planning, Environmental, Design and Construction of an Extension to Runway 11/29

Runway 11/29 is a 4,319-foot-long by 75-foot-wide runway and is currently designated as one of the Airport's two secondary runways. Within the 2018 Airport Master Plan Update Narrative Report, it is recommended that Runway 11/29 be lengthened based on the FAA AC 150/5325-4B*, Runway Length Requirements for Airport Design*. Following the methodology of the AC, it was determined that the identified Critical Aircraft, the Cessna Citation 560XL, would need 5,405 feet and that the additional 1,086 feet should be added within the "initial planning phases." The 2018 Master Plan Update Narrative Report further recommends that this runway be extended to as much as 7,000 feet by the year 2035. The Airport Layout Plan (ALP), which has been approved by the FAA, shows a 914-foot extension of the Runway 11 end across Runway 7/25 and a 165-foot runway extension of the Runway 29 end for a total length for Runway 11/29 of 5,398 feet. The ALP also shows a displaced threshold on Runway 11 of 749 feet and a displaced threshold on runway 29 of 165 feet. The declared distances for Runway 11/29 that have been approved on the ALP are shown in Table 10.

Table 10
APPROVED EXISTING AND FUTURE DECLARED DISTANCES FOR RUNWAY 11/29

	Runway 11		Runway 29	
Distances	**Existing (feet)**	**Future (feet)**	**Existing (feet)**	**Future (feet)**
TORA	4,319	5,233	4,319	4,484
TODA	4,319	5,398	4,319	5,398
ASDA	4,319	5,398	4,319	5,398
LDA	4,319	4,484	4,319	5,233

Note: TORA=Takeoff Run Available, TODA=Takeoff Distance Available, ASD=Accelerate-Stop Distance Available, LDA=Landing Distance Available

While the Runway extension is proposed to remain on Airport property, the RPZ would affect several residences in the Islesboro neighborhood to the northwest of the Airport and a small portion of the relocated RPZ for the Runway 11 end would have South Road traveling through it. The RPZ for the Runway 29 end currently has U.S. 1 traveling through it and the proposed lengthening of Runway 11/29 would not change this.

The 2018 Master Plan Update's Implementation Plan indicates that the "Runway 11 Extension & Parallel Taxiway" project is proposed to begin in 2024. The Joint Automated Capital

Improvement Program (JACIP) is a joint tool of the FAA and the FDOT for airport grant funding and planning had the extension of Runway 11/29 beginning in 2020. The FAA informed the Airport that it must rehabilitate existing Airport pavements before they would fund the extension of Runway 11/29.

This alternative would accelerate the planning, environmental, design and construction of this project. The grant application season to the FAA and FDOT is past for grants that would be awarded in the Fall of 2019. Therefore, if all indices were favorable, the first grant for the environmental portion of the project would not be received prior to the Fall of 2020. If the environmental process for this project is to be an Environmental Assessment (EA) (the FAA, at its discretion, could determine that this might have to be an Environmental Impact Statement (EIS)). The period to accomplish the EA could be from six months to as much as four years. For the purposes of this discussion, it is assumed that the submittal of the EA to the FAA would take a year or less. It is further assumed that the Airport would apply for the design grant of the project while the EA is still in process with the goal of receiving a design grant in the Fall of 2021. It is assumed that the design of the project could be accelerated to be bid within six to eight months from the Notice to Proceed and that the Airport would be applying for the construction grant while the project is under design with the goal of receiving the construction grant in the Fall of 2022. It is assumed that the construction could be completed in the Spring of 2023, or four years from now, if all indices are favorable.

It is assumed that the FAA will continue to insist that the existing pavement must be rehabilitated first. This could take three or more years to accomplish depending on the amount of pavement to be rehabilitated. However, discussions should begin soonest with the FDOT to see if they would take the lead in the funding of this project.

One of the concerns about accelerating any project that is being funded by the FAA and the FDOT is that they plan and program their funds out at least five years in advance. To push a project forward in the funding process would take considerable effort, as these agencies have already balanced out the amount of money, they believe will be allocated against the many worthwhile projects that are proposed each year. However, as the FDOT has had this project in the system, every effort should be made to ensure that they will continue to fund this project.

A second concern is the justification of the Runway 11/29 future length. A runway length analysis was done in the 2018 Master Plan, but the ALP associated with that Master Plan has not yet been approved by the FAA. It is likely, either before or during the EA process, that the proposed length of Runway 11/29 will be very closely scrutinized and justified. One of the methodologies for assessing the Runway length will be to look at the FAA's Traffic Flow Management System Counts (TFMSC). These counts are collected by the FAA and represent those Instrument Flight Rules (IFR) operations where a flight plan was filed for an operation and the Airport was part of that operation either as an origin or as a destination, or where the operation was caught on radar. While not all operations file a flight plan, larger aircraft are much more likely to. And, while not every operation is captured, these operations can be verified. Further, the TFMSC captures the aircraft model, so it can be determined what aircraft are flying into and out of the Airport.

For this project, a year's worth of TFMSC data was downloaded for the New Smyrna Beach Municipal Airport. The operations that occurred between May 1, 2018 through April 30, 2019 were downloaded. While a significant number of operations were logged by the C414 aircraft

that Airgate Aviation currently operates, there was not enough activity verified for the Cessna 500, the Cessna 501, the Cessna 550, the Cessna 551, or the Bombardier 350 to warrant a runway extension at this time, when these aircraft are considered either singly or together, as shown in Table 10. It is understood that the Airgate Aviation operation is currently transitioning from the Cessna Challenger 414 to the Cessna Citation 550. The justification for the lengthening project will be much stronger once the verified numbers of operations by the Cessna 501, 550, and 551 aircraft either singly or as a group meet or exceed 500 annual operations. With the Airgate Aviation transition from the C414A aircraft to the C500, C550, and C551 aircraft, this is likely to occur within a year.

Table 11
SUMMARY OF TRAFFIC FLOW MANAGEMENT SYSTEM COUNTS

Aircraft	Physical Class	Airplane Approach Category	Airplane Design Group	Naturalized Annual TFMSC
AA5 - American AA-5 Traveler	Piston	A	I	3
AC11 - North American Commander 112	Piston	A	I	2
B36T - Allison 36 Turbine Bonanza	Turbine	A	I	4
BE23 - Beech 23 Sundowner	Piston	A	I	3
BE33 - Beech Bonanza 33	Piston	A	I	95
BE35 - Beech Bonanza 35	Piston	A	I	98
BE36 - Beech Bonanza 36	Piston	A	I	225
BE55 - Beech Baron 55	Piston	A	I	99
C150 - Cessna 150	Piston	A	I	1
C152 - Cessna 152	Piston	A	I	1
C172 - Cessna Skyhawk 172/Cutlass	Piston	A	I	4,247
C177 - Cessna 177 Cardinal	Piston	A	I	14
C182 - Cessna Skylane 182	Piston	A	I	86
C210 - Cessna 210 Centurion	Piston	A	I	19
C310 - Cessna 310	Piston	A	I	73
COL3 - Lancair LC-40 Columbia 400	Piston	A	I	2
COL4 - Lancair LC-41 Columbia 400	Piston	A	I	5
DA40 - Diamond Star DA40	Piston	A	I	3
DA42 - Diamond Twin Star	Piston	A	I	35
EA50 - Eclipse 500	Jet	A	I	6
EVOT - Lancair Evolution Turbine	Turbine	A	I	2
KODI - Quest Kodiak	Turbine	A	I	2
M20P - Mooney M-20C Ranger	Piston	A	I	91
M20T - Turbo Mooney M20K	Piston	A	I	12
MU2 - Mitsubishi Marquise/Solitaire	Turbine	A	I	6
P210 - Riley Super P210	Piston	A	I	5
P28A - Piper Cherokee	Piston	A	I	99
P28B - Piper Turbo Dakota	Piston	A	I	4
P28R - Cherokee Arrow/Turbo	Piston	A	I	27
P32R - Piper 32	Piston	A	I	26
P46T - Piper Malibu Meridian	Turbine	A	I	18
PA24 - Piper PA-24	Piston	A	I	20
PA27 - Piper Aztec	Piston	A	I	9
PA28 - Piper Cherokee	Piston	A	I	1
PA30 - Piper PA-30	Piston	A	I	11
PA31 - Piper Navajo PA-31	Piston	A	I	21

PA32 - Piper Cherokee Six	Piston	A	I	41
PA34 - Piper PA-34 Seneca	Piston	A	I	32
PA44 - Piper Seminole	Piston	A	I	512
PA46 - Piper Malibu	Piston	A	I	39
S22T - Cirrus SR-22 Turbo	Piston	A	I	44
SR20 - Cirrus SR-20	Piston	A	I	27
SR22 - Cirrus SR 22	Piston	A	I	75
T210 - Cessna T210M	Piston	A	I	4
TBM7 - Socata TBM-7	Turbine	A	I	12
TBM8 - Socata TBM-850	Turbine	A	I	28
TBM9 - Socata TBM	Turbine	A	I	12
Sub-total A-I Aircraft TFMSC Operations				**6,201**
PC12 - Pilatus PC-12	Turbine	A	II	40
Sub-total A-II Aircraft TFMSC Operations				**40**
DC3 - Boeing (Douglas) DC 3	Piston	A	III	6
Sub-total A-III Aircraft TFMSC Operations				**6**
AC90 - Gulfstream Commander	Turbine	B	I	22
BE10 - Beech King Air 100 A/B	Turbine	B	I	2
BE40 - Raytheon/Beech Beechjet 400/T-1	Jet	B	I	16
BE58 - Beech 58	Piston	B	I	72
BE60 - Beech 60 Duke	Piston	B	I	2
BE9L - Beech King Air 90	Turbine	B	I	54
C206 - Cessna 206 Stationair	Piston	B	I	5
C25A - Cessna Citation CJ2	Jet	B	I	14
C340 - Cessna 340	Piston	B	I	7
C414 - Cessna Chancellor 414	Piston	B	I	1,443
C425 - Cessna 425 Corsair	Turbine	B	I	8
C500 - Cessna 500/Citation I	Jet	B	I	2
C501 - Cessna I/SP	Jet	B	I	72
C510 - Cessna Citation Mustang	Jet	B	I	8
C525 - Cessna Citation Jet/CJ1	Jet	B	I	36
E50P - Embraer Phenom 100	Jet	B	I	2
HDJT - HONDA HA-420 Honda Jet	Jet	B	I	2
PAY2 - Piper Cheyenne 2	Turbine	B	I	4
PAY4 - Piper Cheyenne 400	Turbine	B	I	2
PRM1 - Raytheon Premier 1/390 Premier 1	Jet	B	I	22
Subtotal B-I Aircraft TFMSC Operations				**1,795**
B350 - Beech Super King Air 350	Turbine	B	II	36
BE20 - Beech 200 Super King	Turbine	B	II	58
BE30 - Raytheon 300 Super King Air	Turbine	B	II	12
BE9T - Beech F90 King Air	Turbine	B	II	2
C208 - Cessna 208 Caravan	Turbine	B	II	2
C25B - Cessna Citation CJ3	Jet	B	II	8
C25C - Cessna Citation CJ4	Jet	B	II	68
C441 - Cessna Conquest	Turbine	B	II	4
C550 - Cessna Citation II/Bravo	Jet	B	II	38
C551 - Cessna Citation II/SP	Jet	B	II	8
C560 - Cessna Citation V/Ultra/Encore	Jet	B	II	58
C56X - Cessna Excel/XLS	Jet	B	II	36
C650 - Cessna III/VI/VII	Jet	B	II	8
C680 - Cessna Citation Sovereign	Jet	B	II	18
C68A - Cessna Citation Latitude	Jet	B	II	6

C750 - Cessna Citation X	Jet	B	II	4
E545 - Embraer EMB-545 Legacy 450	Jet	B	II	8
E55P - Embraer Phenom 300	Jet	B	II	18
F2TH - Dassault Falcon 2000	Jet	B	II	12
Subtotal B-II Aircraft TFMSC Operations				404
H25B - BAe HS 125/700-800/Hawker 800	Jet	C	I	24
LJ31 - Bombardier Learjet 31/A/B	Jet	C	I	8
LJ45 - Bombardier Learjet 45	Jet	C	I	4
LJ60 - Bombardier Learjet 60	Jet	C	I	12
Subtotal C-I Aircraft TFMSC Operations				48
CL30 - Bombardier (Canadair) Challenger	Jet	C	II	14
CL35 - Bombardier Challenger 300	Jet	C	II	94
CL60 - Bombardier Challenger 600/601/604	Jet	C	II	2
G150 - Gulfstream G150	Jet	C	II	8
Subtotal C-II Aircraft TFMSC Operations				118
C130 - Lockheed 130 Hercules	Turbine	C	III	8
Subtotal C-III Aircraft TFMSC Operations				8
LJ35 - Bombardier Learjet 35/36	Jet	D	I	2
Subtotal D-I Aircraft TFMSC Operations				**2**

Table 10 shows the “naturalized” operations whereby the number of operations for turbine and jet operations are modified to show complete flights. So, if only an arrival or landing was recorded, a second operation is added to represent a complete flight with both an arrival and a departure. The operations represented by piston aircraft were not naturalized. Those aircraft or groups of aircraft with more than 500 annual operations are highlighted in blue. Those aircraft that are represented in Table 4 are highlighted in green. The complete TFMSC data downloaded for the Airport can be found as **Appendix D**.

It should be noted that the Advisory Circular by which the Master Plan runway length analysis was performed may soon be superseded by an Advisory Circular that has already been published in draft form. This is FAA AC 150/5325-4C, *Runway Length Recommendations for Airport Design*. Using the draft document, it was determined that a maximum of 4,150 feet in length could be justified for the Beechcraft King Air 350i, the Critical Aircraft identified in the 2018 Master Plan Update. This is less than the current length of Runway 1/29. For Light Jets, such as those to which Airgate Aviation is transitioning, the draft Advisory Circular refers to each aircraft’s airport planning manual. These runway lengths are given in Table 6, where available.

Alternative 8: Explore Obtaining a Modifications to Standards for Runway 7/25

FAA Order 5300.1G, *Modification to Agency Airport Design, Construction, and Equipment Standards*, “establishes the process for the initiation, revision, coordination, and management of Modifications of Standards (MOS) applicable to airport design, construction material, and equipment projects. Any deviation from, or addition to standards, applicable to airport design, material, and construction standards, or equipment projects resulting in an acceptable level of safety, useful life, lower costs, greater efficiency, or the need to accommodate an unusual local condition on a specific project through approval on a case-by-case basis.”

Paragraph 7e (1) of the Order states that an:

> "MOS is not issued for RSA dimensions. Instead, the Regional Airports Division Manager will evaluate RSAs and issue a RSA determination in accordance with FAA Order 5200.8, *Runway Safety Area Program*, and FAA Order 5200.9, *Financial Feasibility and Equivalency of Runway Safety Area Improvements and Engineered Material Arresting Systems*, for each affected runway at federally obligated airports and airports certificated under 14 CFR Part 139 within their geographic purview."

An approved MOS does not constitute an exemption from Title 14, Code of Federal Regulations (CFR), Parts 139. An MOS cannot be used to modify:

- RSA or its dimensions
- ROFZ dimensions
- Approach/Departure Surfaces

While an MOS can be requested and, if acceptable, granted for such projects as the spacing of runway lights or a substitute material during construction, the FAA order specifically states that the modifications to RSA, ROFZ, and Approach/Departure Surfaces are not allowed. Obtaining a Modification to Standards will not be possible in the current situation with Runway 7/25 at New Smyrna Beach Municipal Airport.

Alternative 9: Make Runway 7/25 a Takeoff Runway Only

This alternative explores the possibility of making Runway 7/25 a takeoff runway only by adding pavement to both ends. There is currently 5,244 feet between the fences at each end of Runway 7/25. The fence along Sunset Drive is 90.5 feet from the end of Runway 7 and there is 153.5 feet from the end of Runway 25 and the fence along U.S. 1. Runway 7/25 is currently 5,000 feet long.

By adding 50.5 feet the Runway 7 end of the runway and adding 113.5 feet to the Runway 25 end, the result is a runway that is physically 5,164 feet long and there is 40 feet between each runway end and the closest runway end. If a 300-foot-long RSA is to be achieved at each runway end, the TORA would only be 4,904 feet long. However, if the length of the RSA could be reduced to 204 feet on each end of the runway, the resulting distances would be as shown in Table 12.

Table 12
TAKE-OFF RUNWAY ONLY DECLARED DISTANCES

	Runway 7		Runway 25	
Distances	**Existing**	**Future**	**Existing**	**Future**
TORA	5,000'	5,000'	5,000'	5,000'
TODA	5,000'	5,000'	5,000'	5,000'
ASDA	5,000'	4,904'	5,000'	4,904'
LDA	4,665'	0'	4,700'	0'

If the 204-foot RSA would also allow the 34:1 approach surface to clear the six-foot high fence located at either end of the runway. Each end of such a take-off runway are shown in Figure 15 and Figure 16.

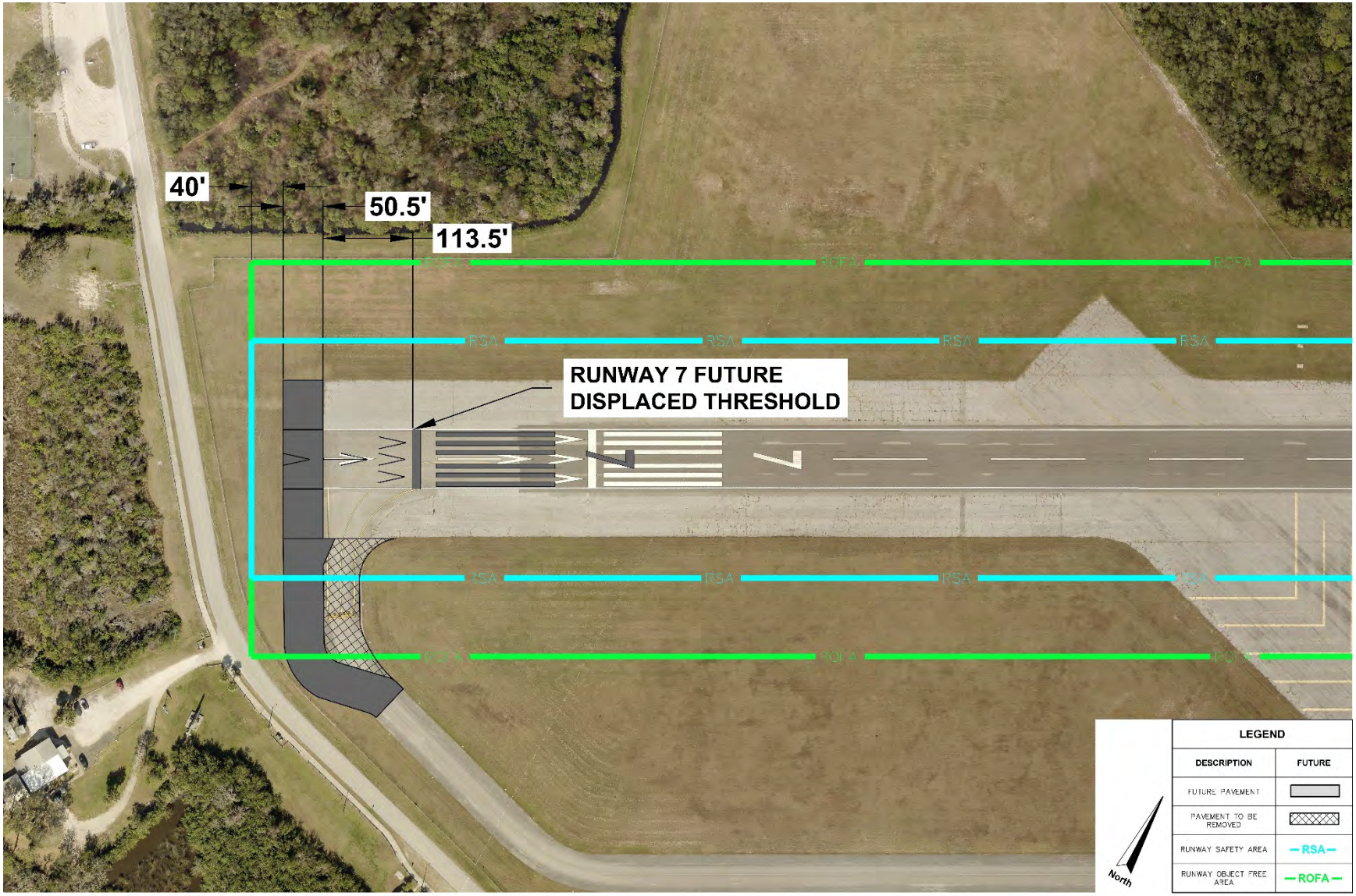


Figure 16
ALTERNATIVE 7: RUNWAY 7 END EXTENSION

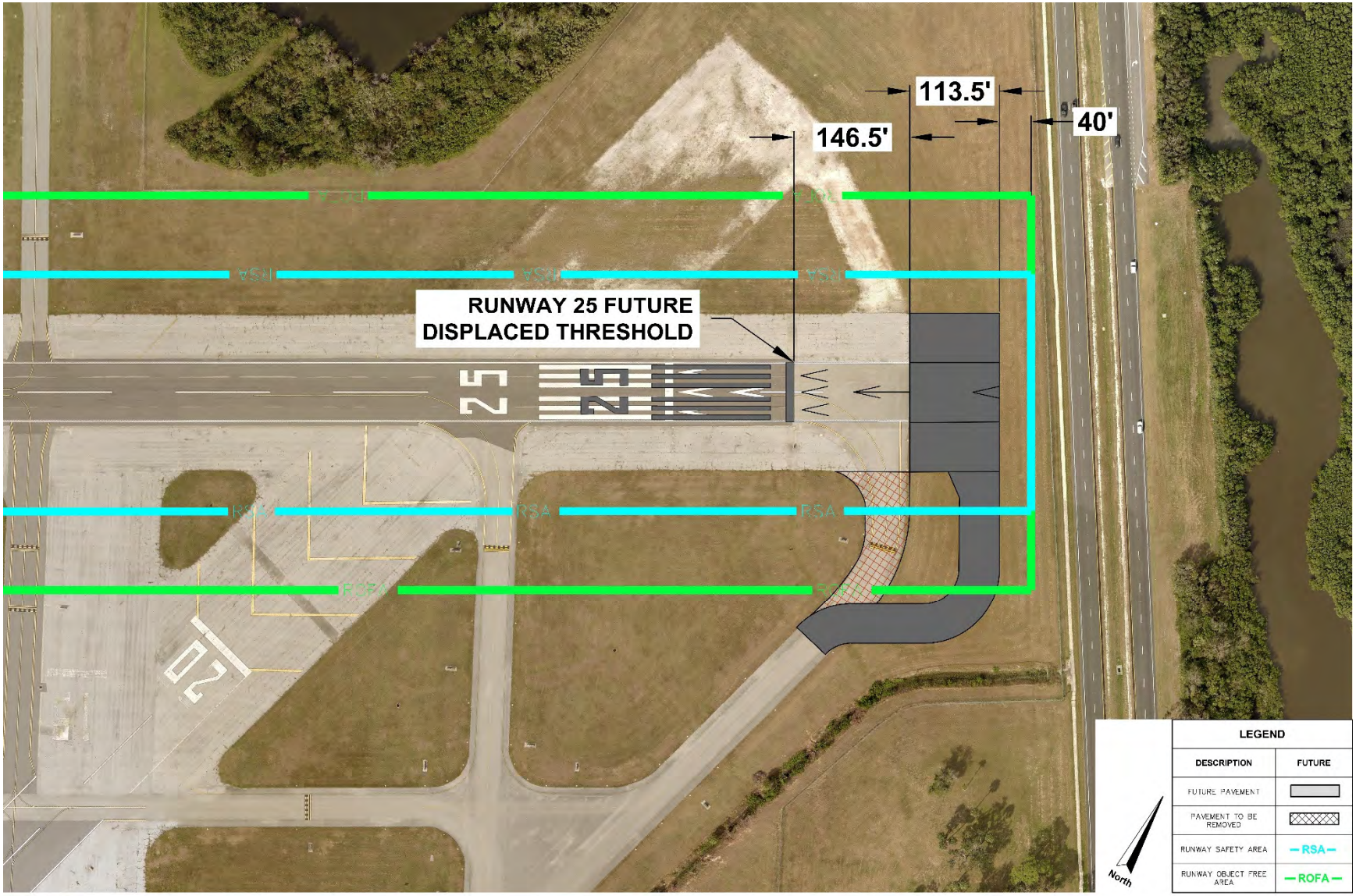


Figure 17
ALTERNATIVE 7: RUNWAY 25 END EXTENSION

13. Order of Magnitude Cost Estimates

Order of magnitude cost estimates were prepared for all but two of the alternatives. It is not intended that the cost estimates shown in this report represent construction costs. Rather, major items of the work have been isolated and generally costed to allow for the determination of the value of one alternative to another. The order of magnitude cost estimate for each alternative is shown in Table 13. Greater detail is shown in **Appendix E.**

Table 13
ORDER OF MAGNITUDE COST ESTIMATES

Alternative No.	Alternative Description	Order of Magnitude Cost Estimate	Paired Alternative Cost Estimate
1A	Relocation of Sunset Drive for Approach Slope	$ 49,170,000	
1B	Relocation of U.S. 1 for Approach Slope	$ 67,600,000	$ 116,770,000
1C	Relocation of Sunset Drive for RPZ	$ 52,200,000	
1D	Relocation of U.S. 1 for RPZ	$ 76,740,000	$ 127,940,000
2A	Tunnel Below Runway 7	$ 398,480,000	
2B	Tunnel Below Runway 25	$ 671,920,000	$1,070,400,000
3	Closure of Sunset Road	$ 28,120,000	*$147,920,000
4	Stop Gates on Sunset Drive	N/A	N/A
5A	EMAS on Runway 7	$ 68,460,000	
5B	EMAS on Runway 25	$ 93,010,000	$ 161,470,000
6A	Shifting or Realigning Runway 7/25 Option 1	$ 396,010,000	$ 396,010,000
6B	Shifting or Realigning Runway 7/25 Option 2	$ 398,020,000	$ 398,020,000
6C	Runway 11/29 Relocation	$ 33,055,000	$33,055,000
7	Extension to Runway 11/29	$ 48,348,000	$ 48,348,000
8	Explore Obtaining a Modification to Standards	N/A	N/A
9	Make Runway 7/29 a Takeoff Runway Only	$ 2,680,000	
C&S	Remarking the Runway and Lighting the Obstructions	**$1,410,000	***$1,410,000

Notes: *Paired with Alternatives 1B and 1C
** Cost estimate from the C&S Report

Cost estimates were not provided for alternatives 4 and 8 for reasons outlined in each alternative description. In some cases, the alternatives are paired and would ultimately cost more than the individual project. While the writers have paired similar alternatives, there are undoubtedly other combinations that could be achieved.

The order of magnitude cost estimates shown in Table 13 show that the most expensive alternative would be Alternative 2, which would tunnel under the safety areas on both the Runway 7 end and the Runway 25 end (Alternatives 2A and 2B). Combined, the total cost would be $1,070,400,00. The options shown in Alternatives 6A and 6B would be the next most expensive at $396,010,000 and $398,020,000 respectively. These alternatives would realign the Runway to provide for a full RSA on both ends of the Runway.

The least expensive alternative would be the remarking of the Runway and Lighting the Obstructions at $1,410,000. However, this alternative would not achieve the 5,000-foot long Landing Distance Available and Accelerated Stop Distance Available for which the City, the Airport, and the tenants of the Airport are seeking.

The second least expensive alternative would be to convert Runway 7/25 into a takeoff runway only. This is estimated to cost $2,680,000.

The City has stated that their preferred alternative would be to extend Runway 11/29 by 914 feet on the Runway 11 end and by 165 feet on the Runway 29 end resulting in a 5,398-foot long runway with declared distances. This alternative is estimated to cost $48,348,000. This amount includes the purchase and demolition of 33 residences in the Islesboro neighborhood. This would be necessary as the extension of Runway 11 would push the RPZ into the neighborhood. Residences and an RPZ are not compatible land uses. This cost estimate does not include a full-length parallel taxiway to Runway 7/25, which would provide access to the newly relocated Runway 11. If such a taxiway were to be included, it would cost an additional $119,728,000.

If the funding were available for this alternative, the Environmental Assessment for this project could begin as early as 2020. It is likely, the environmental assessment will take from 18 to 24 months to complete. Therefore, the design of the project would likely begin in 2022 and the construction would begin and probably completed in 2023. The purchase of 33 homes could take as long as five years or more.

14. Summary

In 2016, an Florida Department of Transportation (FDOT) inspection report alerted the New Smyrna Beach Municipal Airport to the fact that the Runway Safety Areas (RSA), the Runway Object Free Areas (ROFA), and the clearances to adjacent roads for Runway 7/25 at the Airport do not meet Federal Aviation Administration (FAA) or FDOT standards. A report completed by C&S Companies recommended displacing the thresholds, which would move the operational ends of the Runway away from the obstructions and lighting the obstructions. The 2018 Master Plan Update also recommended displacing the thresholds. While painted markings on the Runway would indicate that the displaced thresholds have existed on the Runway as far back as 1995, the distances of the displaced thresholds have not been published on the FAA Form 5010, *Airport Record*, lines 60 through 63, so the displaced thresholds are not considered "published."

Tenants on the Airport have expressed reservations with the reduction of runway length as Runway 7/25 is the longest runway on the Airport at 5,000 feet in length. The tenants, the City, and the Airport are concerned that with the approval by the FAA of the 2018 Master Plan and the associated Airport Layout Plan, that the displaced thresholds would become official. As of August 12, 2019, the declared distances for Runway 7/25 have not been published on the FAA Form 5010. There is concern that the displacement of the thresholds would prevent the operation of aircraft that one tenant is preparing to use for a charter operation and there are others on the Airport that are concerned that their insurance carriers would not allow them to operate on a runway of less than 5,000 feet in length.

This report was commissioned to review alternatives to the displacement of thresholds on Runway 7/25 that would keep the 5,000-foot-long runway as well as the safety areas required by the FAA and the FDOT. This report looks at published and readily available take-off and landing distances for sample aircraft on the Airport, as well as typical aeronautical insurance policies, and several leases from the Airport. The report also looked at several alternatives including:

- Relocation of adjacent roads around the approach surfaces of the Runway ends
- Relocation of adjacent roads around the Runway Protection Zones on each Runway end
- Tunneling the roads beneath the safety areas of the Runway ends
- Using Engineered Material Arresting Systems (EMAS) on each Runway end
- Options for Shifting and Relocating the Runway 7/25 and Runway 11/29
- Extension of Runway 11/29 to at least 5,000 feet

The City has stated that their preferred alternative would be to extend Runway 11/29 by 914 feet on the Runway 11 end and by 165 feet on the Runway 29 end resulting in a 5,398-foot long runway with declared distances. If this alterative were to be implemented, the FAA would ask the City of New Smyrna Beach to hold a public meeting or presentation of the preferred alternative and invite public comment, prior to commencing any environmental study.

It should be noted that the FAA has the ability to determine that it is not practicable for a standard RSA to be achieved on a runway, if sufficient justification is presented.

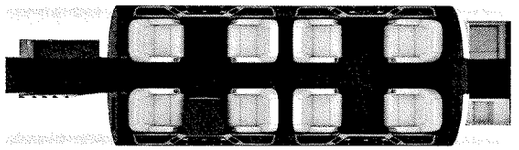
Order of magnitude cost estimates were performed for the viable alternatives. The cost estimates ranged from over $1Billon for the tunneling of the roads beneath the Runway safety areas to $1,410,000 for the displaced thresholds with marking and lighting. The cost estimate for the City preferred alternative of accelerating the extension of Runway 11/29 is estimated to cost $48,348,000 due largely to the purchase of 33 residences in the Islesboro neighborhood.

APPENDIX A
AIRCRAFT TAKE-OFF AND LANDING CHARACTERISTICS


Challenger 350
BOMBARDIER



Challenger 350



Smooth ride
An optimally balanced aircraft design provides a smooth ride from takeoff to touchdown.

Full seats, full fuel, full range
3,200 nm - numbers you can count on. No other super midsize jet goes full range with full fuel and at full seat capacity.

Flat out best cabin
The widest purposefully designed super midsize aircraft with both a flat floor and safe access to baggage.

NextGen ready
The best equipped cockpit and leading connectivity in its class ensure you are always ahead of what's next.

Lowest direct operating costs
Class-leading economics make the Challenger 350 aircraft a wise investment.

#1 in deliveries
Most successful business jet platform of the last decade.

For more information, please visit
businessaircraft.bombardier.com

CAPACITY

Passengers: Up to 10

ENGINES

Honeywell HTF7350 turbofans
Thrust: 7,323 lbf (33 kN)
Flat rated to ISA + 15°C

AVIONICS

- Rockwell Collins Advanced avionics suite with four large displays
- Dual Flight Management System with LPV and RNP approach capabilities
- Synthetic Vision System (SVS)
- MultiScan weather radar
- Dual Inertial Reference System (IRS)
- Dual SBAS/WAAS GPS

RANGE		
Maximum range[1]	3,200 nm	5,926 km

SPEED	MACH
Top speed	0.83
High speed cruise	0.82
Typical cruise speed	0.80

AIRFIELD PERFORMANCE		
Takeoff distance (SL, ISA, MTOW)	4,835 ft	1,474 m
Landing distance (SL, ISA, typical)	2,364 ft	721 m

OPERATING ALTITUDE		
Maximum operating altitude	45,000 ft	13,716 m
Initial cruise altitude (MTOW)	43,000 ft	13,106 m

INTERIOR		
Cabin height	6 ft 0 in	1.83 m
Cabin width	7 ft 2 in	2.19 m
Cabin length[2]	25 ft 2 in	7.68 m

EXTERIOR		
Length	68 ft 8 in	20.9 m
Wingspan	69 ft 0 in	21.0 m
Wing area	523 ft²	48.5 m²
Height	20 ft 0 in	6.1 m

WEIGHTS		
Maximum ramp weight	40,750 lb	18,484 kg
Maximum takeoff weight	40,600 lb	18,416 kg
Maximum landing weight	34,150 lb	15,490 kg
Maximum zero-fuel weight	28,200 lb	12,791 kg
Basic operating weight	24,800 lb	11,249 kg
Maximum fuel weight	14,150 lb	6,418 kg
Maximum payload	3,400 lb	1,542 kg

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BOMBARDIER

CHALLENGER 350

TAKEOFF SPEEDS/FIELD LENGTH – FLAPS 20

FLAPS 20°

ENGINE BLEED ON

DRY RUNWAY TAKEOFF DATA

ALTITUDE SEA LEVEL

TAKEOFF SPEEDS (KIAS) AND FIELD LENGTH (FT)

WT (LB) / V2 (KIAS)	DATA	TEMPERATURE °C													
		–40	–30	–20	–10	0	10	15	20	25	30	35	40	45	50
[illegible] / 135	V_1	119	119	119	119	119	119	119	119	119	119	118	118	117	117
	V_R	119	119	119	119	119	119	119	119	119	119	118	118	117	117
	V_2	130	130	130	129	129	129	129	128	128	128	127	126	125	123
	TOFL	2970	3080	3180	3300	3410	3520	3580	3630	3690	3750	3870	4040	4230	4440
[illegible] / 140	V_1	119	119	119	119	118	118	118	118	118	118	118	117	117	117
	V_R	119	119	119	119	118	118	118	118	118	118	118	117	117	117
	V_2	129	128	128	128	128	127	127	127	127	127	126	125	124	122
	TOFL	3040	3150	3260	3380	3500	3610	3670	3730	3780	3850	3980	4160	4360	4590
[illegible] / 144	V_1	118	118	118	118	118	118	118	118	118	118	118	117	117	117
	V_R	118	118	118	118	118	118	118	118	118	118	118	117	117	117
	V_2	127	127	127	127	126	126	126	126	126	126	125	124	123	121
	TOFL	3120	3230	3340	3460	3580	3700	3760	3820	3880	3950	4090	4290	4500	4750
34000 / 149	V_1	118	118	118	118	118	118	118	118	118	118	117	117	117	117
	V_R	118	118	118	118	118	118	118	118	118	118	117	117	117	118
	V_2	126	126	126	125	125	125	125	125	125	124	124	123	122	122
	TOFL	3190	3310	3420	3550	3670	3800	3860	3920	3980	4050	4200	4410	4650	4950
[illegible] / 153	V_1	118	118	118	118	118	118	118	118	118	117	117	118	120	122
	V_R	119	119	119	119	119	119	119	119	119	119	120	120	121	122
	V_2	125	125	125	125	125	125	125	125	125	125	125	125	125	125
	TOFL	3270	3390	3510	3630	3760	3890	3950	4010	4080	4150	4310	4650	5060	5580
[illegible] / 157	V_1	122	121	121	121	121	121	121	121	121	121	122	123	125	126
	V_R	123	123	123	123	123	123	123	123	124	124	124	124	125	126
	V_2	129	129	129	129	129	129	129	129	129	129	129	129	129	129
	TOFL	3560	3690	3800	3950	4090	4240	4300	4360	4430	4520	4770	5180	5680	6380
[illegible] / 163	V_1	127	127	126	126	126	126	126	126	126	126	127	128	130	130
	V_R	128	128	128	128	128	128	128	128	128	128	128	129	130	130
	V_2	133	133	133	133	133	133	133	133	133	133	133	133	133	133
	TOFL	4010	4150	4280	4450	4610	4770	4840	4920	4990	5090	5410	5910	6560	7470

[illegible]_OFF_TO_F20_0FT_DRY_ECS_01MAY14

NOTES:

1. Applicable for ZERO Runway Gradient and ZERO Wind Conditions ONLY.
2. For Runway Gradient and Wind corrections, see corrections page.
3. Add 100 feet to the takeoff field length when using the rolling takeoff procedure. See AFM for procedure.

MAX T.O. WT
40,600 @ 30°C
5090

TAKEOFF SPEEDS/FIELD LENGTH – FLAPS 20

FLAPS 20° **WET RUNWAY TAKEOFF DATA**

ENGINE BLEED ON **ALTITUDE SEA LEVEL**

TAKEOFF SPEEDS (KIAS) AND FIELD LENGTH (FT)															
WT (LB) V_{FTO} (KIAS)	DATA	TEMPERATURE °C													
		-40	-30	-20	-10	0	10	15	20	25	30	35	40	45	50
28000 V_{FTO}=135	V_1	119	119	119	119	119	119	119	119	119	119	118	118	117	117
	V_R	119	119	119	119	119	119	119	119	119	119	118	118	117	117
	V_2	130	130	130	129	129	129	129	128	128	128	127	126	125	123
	TOFL	3400	3530	3660	3800	3930	4080	4140	4210	4280	4360	4500	4680	4890	5110
30000 V_{FTO}=140	V_1	119	119	119	119	118	118	118	118	118	118	118	117	117	117
	V_R	119	119	119	119	118	118	118	118	118	118	118	117	117	117
	V_2	129	128	128	128	128	127	127	127	127	127	126	125	124	122
	TOFL	3490	3630	3760	3910	4050	4200	4270	4340	4410	4490	4640	4840	5060	5310
32000 V_{FTO}=144	V_1	118	118	118	118	118	118	118	118	118	118	118	117	117	117
	V_R	118	118	118	118	118	118	118	118	118	118	118	117	117	117
	V_2	127	127	127	127	126	126	126	126	126	126	125	124	123	121
	TOFL	3590	3730	3870	4020	4170	4320	4390	4470	4540	4620	4780	5000	5240	5500
34000 V_{FTO}=149	V_1	118	118	118	118	118	118	118	118	118	118	117	117	117	116
	V_R	118	118	118	118	118	118	118	118	118	118	117	117	117	118
	V_2	126	126	126	125	125	125	125	125	125	124	124	123	122	122
	TOFL	3680	3820	3970	4130	4280	4440	4510	4590	4670	4760	4930	5160	5410	5690
36000 V_{FTO}=153	V_1	118	118	118	118	118	118	118	118	118	117	117	117	117	116
	V_R	119	119	119	119	119	119	119	119	119	119	120	120	121	122
	V_2	125	125	125	125	125	125	125	125	125	125	125	125	125	125
	TOFL	3780	3920	4070	4240	4400	4560	4640	4710	4790	4890	5070	5310	5580	5890
38000 V_{FTO}=157	V_1	118	118	118	118	117	117	117	117	117	117	117	117	117	120
	V_R	123	123	123	123	123	123	123	123	124	124	124	124	125	126
	V_2	129	129	129	129	129	129	129	129	129	129	129	129	129	129
	TOFL	3870	4020	4180	4340	4510	4680	4760	4840	4920	5020	5210	5470	5850	6490
40600 V_{FTO}=163	V_1	119	119	119	119	119	119	119	119	118	118	119	121	123	126
	V_R	128	128	128	128	128	128	128	128	128	128	128	129	130	130
	V_2	133	133	133	133	133	133	133	133	133	133	133	133	133	133
	TOFL	4120	4270	4420	4600	4780	4960	5040	5120	5200	5300	5610	6090	6730	7470

C350_QRH_IMP_TO_F20_0FT_WET_ECS_01MAY14

NOTES:

1. Applicable for ZERO Runway Gradient and ZERO Wind Conditions ONLY.
2. Appliable for Two Operable Thrust-Reversers
3. For Runway Gradient and Wind corrections, see corrections page.
4. Add 100 feet to the takeoff field length when using the rolling takeoff preocedure. See AFM for procedure.

Wet Runway
30° limited to 36,020 lbs
4890 ft

Airgate Aviation

The runway analyses information being provided for Cessna Citation Jet "CE-550" at New Smyrna Beach (KEVB) airport, is obtained from this aircraft's Flight Manual. The comparisons provided for the other Jet aircrafts takeoff and landing distances visiting New Smyrna Beach Airport, is information obtained from the manufactures internet pages and doesn't reflect any allowances for weight, temperature or runway adverse conditions

New Smyrna Beach Airport (KEVB) Runway 25-07. Length 5,000 x 75.

Conditions;
Average passenger weights and cargo loads are being used for these computations;

Parameters;

Temp 20c-30C at Sea Level. Takeoff weight 13,300. Zero wind.

	– Dry Runway	- Wet -	water Covered 0.4 inches.
Flaps 0	3440	4950	7150
Flaps 15	3400	4950	6800

Landing Weight 13,300 – Zero wind.

	- Dry Runway	- Wet –	Water Covered 0.5 inches.
Vref	2530	4100	5000
Vref + 10	2530	5700	6550

Bombardier Challenger 300

Variant	Challenger 300[9]	Challenger 350[12]
Crew	two	
Capacity	eight to nine	nine (standard)
Length	68.63 ft / 20.92 m	
Span	63.84 ft / 19.46 m	69 ft 0 in / 21.0 m
Height	20.33 ft / 6.20 m	20 ft 0 in / 6.1 m
Wing Area	523 ft² / 48.5 m²	
Aspect ratio	7.81	9.09
MTOW	38,850 lb / 17,622 kg	40,600 lb / 18,416 kg
OEW	23,500 lb / 10,659 kg	24,800 lb / 11,249 kg
Fuel capacity	14,150 lb / 6,418 kg	
Maximum payload	3,500 lb / 1,588 kg	3,400 lb / 1,542 kg
Wing loading	74.3 lb/ft²/ 363.3 kg/m²	77.6 lb/ft² / 379.7 kg/m²
Turbofans (2×)	Honeywell HTF7000	Honeywell HTF7350
Thrust[a]	6,826 lb / 30.4 kN	7,323 lbf / 33 kN

Maximum speed	Mach 0.82 / 470 kn / 870 km/h	Mach 0.83 / 477 kn / 882 km/h
Cruise speed	Mach 0.80 / 459 kn / 850 km/h	
Range[b]	3,100 nmi / 5,741 km	3,200 nmi / 5,926 km
Ceiling	45,000 ft / 13,716 m	
Takeoff[c]	4,810 ft / 1,466 m	4,835 ft / 1,474 m
Landing[d]	2,600 ft / 792 m	2,710 ft / 826 m

GULFSTREAM G500

back to top SPECIFICATIONS

PERFORMANCE

Maximum Range * (Mach 0.85, 8 passengers, 3 crew and NBAA IFR reserves)	5,200 nm
High-Speed Cruise	Mach 0.90
Long-Range Cruise	Mach 0.85
MMO (maximum operating Mach number)	Mach 0.925
Takeoff Distance (SL, ISA, MTOW)	5,300 ft
Landing Distance (SL, ISA, MLW)	3,100 ft
Initial Cruise Altitude	43,000 ft
Maximum Cruise Altitude	51,000 ft

* NBAA IFR theoretical range. Actual range will be affected by ATC routing, operating speed, weather, outfitting options and other factors. All performance is based on preliminary data and subject to change.

Citation XLS Performance

Takeoff at Sea Level, feet	3,560
Takeoff at 5000' 25°C, feet	5,490
Landing Distance, feet	2,739
Certified Ceilings, feet	45,000
Fuel Consumption, gallons per hour	210
Total Variable Cost	$1,391
High Speed Cruise, knots	431
Ranges, Four Pax, Nautical Miles (NM)	1,722
600 NM Mission, Fight Time	1+29
1000 NM Mission, Flight Time	2+26

Honda HA-420 HondaJet

Performance

Maximum Cruise Speed @ FL300
422 KTAS
Maximum Cruise Altitude

Rate of Climb
3990 ft / min
NBAA IFR Range (4 occupants)
1223 nm
Takeoff distance
<4000 ft
Landing distance
<3050 ft

Hawker 900 XP Performance

Takeoff at Sea Level, feet	5,032
Takeoff at 5000' 25°C, feet	7,795
Landing Distance, feet	2,295
Certified Ceilings, feet	41,000
Fuel Consumption, gallons per hour	257
Total Variable Cost	$1,499
High Speed Cruise, knots	448
Ranges, Four Pax, Nautical Miles (NM)	2,818
600 NM Mission, Fight Time	1+26
1000 NM Mission, Flight Time	2+19

Falcon 2000EX Performance

Takeoff at Sea Level, feet	5,585
Takeoff at 5000′ 25°C, feet	8,120
Landing Distance, feet	2,640
Certified Ceilings, feet	47,000
Fuel Consumption, gallons per hour	257
Total Variable Cost	$1,733
High Speed Cruise, knots	482
Ranges, Four Pax, Nautical Miles (NM)	3,912
600 NM Mission, Fight Time	1+27
1000 NM Mission, Flight Time	2+21

TAKEOFF FIELD LENGTH - FEET

FLAPS - 0°
SEA LEVEL

CONDITIONS: Runway Gradient - ZERO
Landing Gear - DOWN
Anti-Ice Systems - OFF
Speed Brakes - RETRACT
Inoperative Engine - WINDMILLING AFTER V_1
Operative Engine - TAKEOFF THRUST

WEIGHT = 13300 LBS VENR = 152 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	DIST FT	0 KTS V1 KIAS	DIST FT	HEADWINDS 10 KTS V1 KIAS	DIST FT	20 KTS V1 KIAS	DIST FT	30 KTS V1 KIAS	DIST FT	VR KIAS	V2 KIAS
-25	111	3530	110	2680	110	2450	109	2230	108	2030	111	119
-20	111	3580	110	2730	110	2500	109	2280	108	2070	111	119
-15	111	3640	110	2780	109	2540	109	2320	108	2110	111	119
-10	111	3690	110	2830	109	2590	109	2370	108	2150	111	119
-5	111	3740	110	2880	109	2640	109	2410	108	2200	111	119
0	111	3800	110	2930	109	2690	109	2460	108	2240	111	119
5	110	3910	110	2980	109	2740	109	2510	108	2290	111	119
10	109	4110	110	3080	110	2830	109	2590	108	2370	111	119
15	108	4320	111	3180	110	2920	109	2680	109	2450	111	119
20	107	4790	111	3440	111	3120	110	2860	110	2610	111	119
25	106	5060	111	3760	111	3410	111	3070	111	2800	111	119
30	105	6030	111	4130	111	3740	111	3370	111	3020	111	119
35	104	6870	112	4570	112	4140	112	3730	112	3340	112	119
40	103	7800	112	5060	112	4580	112	4120	112	3680	112	119
45	102	8860	112	5620	112	5070	112	4560	112	4070	112	119
50	102	10180	112	6310	112	5680	112	5090	112	4540	112	119
54	101	11710	112	7080	112	6380	112	5700	112	5060	112	119

WEIGHT = 13000 LBS VENR = 151 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	DIST FT	0 KTS V1 KIAS	DIST FT	HEADWINDS 10 KTS V1 KIAS	DIST FT	20 KTS V1 KIAS	DIST FT	30 KTS V1 KIAS	DIST FT	VR KIAS	V2 KIAS
-25	110	3360	108	2570	108	2350	107	2140	107	1940	110	118
-20	110	3410	108	2610	108	2390	107	2180	106	1980	110	118
-15	110	3460	108	2660	108	2440	107	2220	106	2020	110	118
-10	110	3510	108	2710	108	2480	107	2260	106	2060	110	118
-5	110	3560	108	2750	108	2520	107	2310	106	2100	110	118
0	110	3610	108	2800	108	2570	107	2350	106	2140	110	118
5	110	3680	108	2860	108	2620	107	2400	106	2190	110	118
10	110	3810	109	2950	108	2710	107	2480	107	2260	110	118
15	109	3950	109	3040	109	2790	108	2560	107	2340	110	118
20	108	4360	110	3270	109	2980	109	2730	108	2490	110	118
25	107	4880	110	3560	110	3230	110	2930	109	2670	110	118
30	107	5440	110	3910	110	3540	110	3190	110	2870	110	118
35	106	6170	110	4320	110	3910	110	3520	110	3150	110	118
40	105	7000	110	4770	110	4320	110	3880	110	3470	110	118
45	104	7980	110	5280	110	4770	110	4280	110	3820	110	118
50	103	9100	110	5910	110	5320	110	4770	110	4250	110	118
54	102	10420	111	6610	111	5950	111	5320	111	4730	111	118

129F

WEIGHT = 12500 LBS VENR = 148 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	DIST FT	0 KTS V1 KIAS	DIST FT	HEADWINDS 10 KTS V1 KIAS	DIST FT	20 KTS V1 KIAS	DIST FT	30 KTS V1 KIAS	DIST FT	VR KIAS	V2 KIAS
-25	107	3090	105	2380	105	2180	104	1980	104	1790	107	116
-20	107	3140	105	2430	105	2220	104	2020	104	1830	107	116
-15	107	3180	105	2470	105	2260	104	2060	104	1870	107	116
-10	107	3230	105	2510	105	2300	104	2100	103	1910	107	116
-5	107	3280	105	2560	105	2350	104	2140	103	1940	107	116
0	107	3320	105	2600	105	2380	104	2180	103	1980	107	116
5	107	3390	105	2650	105	2430	104	2230	103	2030	107	116
10	107	3500	106	2730	105	2510	104	2300	104	2090	107	116
15	107	3620	106	2820	105	2590	105	2370	104	2160	107	116
20	108	3920	107	3010	106	2760	106	2530	105	2300	108	116
25	108	4270	108	3250	108	2950	107	2700	106	2460	108	116
30	108	4680	108	3560	108	3220	108	2900	107	2650	108	116
35	108	5170	108	3930	108	3550	108	3200	108	2860	108	116
40	107	5800	108	4320	108	3910	108	3510	108	3140	108	116
45	106	6520	108	4760	108	4300	108	3860	108	3450	108	116
50	105	7430	108	5290	108	4770	108	4280	108	3820	108	116
54	105	8470	108	5890	108	5300	108	4740	108	4220	108	116

WEIGHT = 12000 LBS VENR = 145 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	DIST FT	0 KTS V1 KIAS	DIST FT	HEADWINDS 10 KTS V1 KIAS	DIST FT	20 KTS V1 KIAS	DIST FT	30 KTS V1 KIAS	DIST FT	VR KIAS	V2 KIAS
-25	104	2860	102	2210	102	2020	101	1830	101	1650	105	114
-20	104	2900	102	2250	102	2050	101	1870	101	1690	105	114
-15	104	2950	102	2290	102	2090	101	1900	100	1720	105	114
-10	104	2990	102	2330	102	2130	101	1940	100	1760	105	114
-5	104	3040	102	2370	101	2160	101	1970	100	1790	105	114
0	104	3080	102	2410	101	2200	101	2010	100	1830	105	114
5	104	3140	102	2460	102	2250	101	2050	100	1870	105	114
10	104	3230	103	2540	102	2320	101	2120	101	1930	105	114
15	105	3320	103	2610	102	2400	102	2180	101	1990	105	114
20	105	3590	104	2780	103	2550	103	2330	102	2120	105	114
25	105	3900	105	2970	104	2720	104	2490	103	2270	105	114
30	106	4260	106	3240	106	2930	105	2670	104	2430	106	114
35	106	4700	106	3560	106	3220	106	2900	105	2620	106	114
40	106	5160	106	3910	106	3530	106	3180	106	2840	106	114
45	106	5670	106	4290	106	3870	106	3480	106	3100	106	114
50	106	6290	106	4760	106	4280	106	3840	106	3420	106	114
54	106	6980	106	5250	106	4730	106	4230	106	3770	106	114

Figure 4-14 (Sheet 1 of 30)

TAKEOFF FIELD LENGTH - FEET

FLAPS - 15°

SEA LEVEL

CONDITIONS: Runway Gradient - ZERO
Landing Gear - DOWN
Anti-Ice Systems - OFF

Speed Brakes - RETRACT
Inoperative Engine - WINDMILLING AFTER V_1
Operative Engine - TAKEOFF THRUST

WEIGHT = 13300 LBS VENR = 152 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	TAILWIND -10 KTS V1 DIST	TAILWIND -10 KTS FT	HEADWINDS 0 KTS V1 KIAS	HEADWINDS 0 KTS V1 DIST	HEADWINDS 0 KTS FT	HEADWINDS 10 KTS V1 KIAS	HEADWINDS 10 KTS V1 DIST	HEADWINDS 10 KTS FT	HEADWINDS 20 KTS V1 KIAS	HEADWINDS 20 KTS V1 DIST	HEADWINDS 20 KTS FT	HEADWINDS 30 KTS V1 KIAS	HEADWINDS 30 KTS V1 DIST	HEADWINDS 30 KTS FT	VR KIAS	V2 KIAS
-25	108	3320	108	2530	108	2300	103	2090	103	1900	103	1730	103	1580	103	114	114
-20	108	3370	105	2570	104	2350	103	2130	103	1930	103	1760	103	1610	102	114	114
-15	108	3420	105	2620	104	2390	103	2180	103	1970	103	1800	102	1640	102	114	114
-10	108	3470	105	2660	104	2430	103	2220	103	2010	103	1840	102	1670	102	114	114
-5	106	3520	104	2710	104	2480	103	2260	103	2050	103	1870	102	1710	102	114	114
0	106	3570	104	2750	104	2520	103	2300	103	2090	103	1910	102	1740	102	114	114
5	106	3640	104	2810	104	2570	103	2350	103	2140	103	1960	102	1780	102	114	114
10	106	3760	104	2900	104	2660	103	2430	103	2210	103	2020	102	1840	102	114	114
15	106	3960	103	2990	104	2740	104	2500	103	2280	103	2080	102	1900	102	114	114
20	106	4230	106	3210	106	2930	105	4020	105	2680	104	2430	103	2210	102	114	114
25	106	4640	108	3500	106	3170	106	2870	105	2610	106	2380	104	2170	103	114	114
30	105	5220	108	3850	106	3480	106	3120	108	2810	106	2560	106	2330	105	114	114
35	104	6020	108	4280	108	3860	108	3460	108	3090	106	2810	106	2560	105	114	114
40	103	6780	107	4750	107	4280	107	3830	107	3410	107	3100	106	2820	105	114	114
45	102	7980	107	5280	107	4750	107	4250	107	3770	107	3420	106	3110	105	114	114
50	102	8800	107	5940	107	5330	107	4760	107	4220	107	3820	106	3470	105	114	114
53	101	9830	107	6450	107	5780	107	5150	107	4550	107	4120	106	3740	106	114	114

WEIGHT = 12500 LBS VENR = 148 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	TAILWIND -10 KTS V1 DIST	TAILWIND -10 KTS FT	HEADWINDS 0 KTS V1 KIAS	HEADWINDS 0 KTS V1 DIST	HEADWINDS 0 KTS FT	HEADWINDS 10 KTS V1 KIAS	HEADWINDS 10 KTS V1 DIST	HEADWINDS 10 KTS FT	HEADWINDS 20 KTS V1 KIAS	HEADWINDS 20 KTS V1 DIST	HEADWINDS 20 KTS FT	HEADWINDS 30 KTS V1 KIAS	HEADWINDS 30 KTS V1 DIST	HEADWINDS 30 KTS FT	VR KIAS	V2 KIAS
-25	102	2920	100	2250	99	2050	99	1860	98	1670	102	111					
-20	102	2970	100	2290	99	2090	99	1890	98	1710	102	111					
-15	102	3010	100	2330	99	2130	99	1930	98	1740	102	111					
-10	102	3080	100	2370	99	2160	99	1960	98	1760	102	111					
-5	102	3100	100	2410	99	2200	99	2000	98	1810	102	111					
0	102	3150	100	2450	99	2240	99	2040	98	1850	102	111					
5	102	3200	100	2500	99	2290	99	2080	98	1890	102	111					
10	102	3300	100	2570	100	2360	99	2150	98	1950	102	111					
15	103	3400	100	2650	100	2430	99	2210	99	2010	103	111					
20	103	3690	102	2830	101	2590	100	2360	100	2150	103	111					
25	103	4010	103	3030	102	2770	101	2530	101	2300	103	111					
30	103	4400	103	3320	103	3000	103	2710	102	2470	103	111					
35	103	4870	103	3670	103	3310	103	2980	103	2680	103	111					
40	103	5380	103	4040	103	3640	103	3260	103	2900	103	111					
45	103	5980	103	4460	103	4010	103	3590	103	3190	103	111					
50	103	6690	103	4970	103	4460	103	3980	103	3540	103	111					
54	103	7440	103	5530	103	4960	103	4420	103	3920	103	111					

WEIGHT = 13000 LBS VENR = 151 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	TAILWIND -10 KTS V1 DIST	TAILWIND -10 KTS FT	HEADWINDS 0 KTS V1 KIAS	HEADWINDS 0 KTS V1 DIST	HEADWINDS 0 KTS FT	HEADWINDS 10 KTS V1 KIAS	HEADWINDS 10 KTS V1 DIST	HEADWINDS 10 KTS FT	HEADWINDS 20 KTS V1 KIAS	HEADWINDS 20 KTS V1 DIST	HEADWINDS 20 KTS FT	HEADWINDS 30 KTS V1 KIAS	HEADWINDS 30 KTS V1 DIST	HEADWINDS 30 KTS FT	VR KIAS	V2 KIAS
-25	105	3160	103	2420	102	2200	102	2000	101	1810	105	113					
-20	105	3210	103	2460	102	2250	102	2040	101	1850	105	113					
-15	105	3260	103	2510	102	2290	102	2080	101	1890	105	113					
-10	105	3300	103	2550	102	2330	102	2120	101	1920	105	113					
-5	105	3350	103	2590	102	2370	102	2160	101	1960	105	113					
0	105	3400	103	2640	102	2410	101	2200	101	2000	105	113					
5	105	3460	103	2690	102	2460	102	2250	101	2040	105	113					
10	105	3580	103	2770	102	2540	102	2320	101	2110	105	113					
15	105	3700	103	2860	103	2620	102	2390	102	2180	105	113					
20	105	4020	105	2680	104	2430	103	2550	102	2320	105	113					
25	105	4390	105	3320	105	3000	104	2740	103	2490	105	113					
30	105	4800	108	3650	105	3290	105	2950	105	2680	105	113					
35	105	5300	108	4040	105	3640	105	3270	105	2910	105	113					
40	105	6020	105	4470	108	4030	105	3610	105	3210	105	113					
45	104	6830	105	4950	108	4460	105	3990	105	3540	105	113					
50	103	7830	105	5580	108	4990	105	4450	105	3950	105	113					
54	102	9050	108	8240	108	8590	106	4980	106	4400	108	113					

WEIGHT = 12000 LBS VENR = 145 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	TAILWIND -10 KTS V1 DIST	TAILWIND -10 KTS FT	HEADWINDS 0 KTS V1 KIAS	HEADWINDS 0 KTS V1 DIST	HEADWINDS 0 KTS FT	HEADWINDS 10 KTS V1 KIAS	HEADWINDS 10 KTS V1 DIST	HEADWINDS 10 KTS FT	HEADWINDS 20 KTS V1 KIAS	HEADWINDS 20 KTS V1 DIST	HEADWINDS 20 KTS FT	HEADWINDS 30 KTS V1 KIAS	HEADWINDS 30 KTS V1 DIST	HEADWINDS 30 KTS FT	VR KIAS	V2 KIAS
-25	99	2710	97	2080	96	1890	96	1710	95	1540	100	109					
-20	99	2750	97	2120	96	1930	96	1750	95	1570	100	109					
-15	98	2800	97	2160	96	1960	96	1760	95	1610	100	109					
-10	99	2840	97	2190	98	2000	96	1810	95	1640	100	109					
-5	99	2880	97	2230	98	2030	96	1850	95	1670	100	109					
0	98	2920	97	2270	96	2070	96	1880	95	1700	100	109					
5	99	2970	97	2310	96	2110	96	1920	95	1740	100	109					
10	99	3060	97	2390	97	2180	96	1980	95	1800	100	109					
15	99	3150	97	2460	97	2240	96	2050	96	1850	100	109					
20	100	3370	98	2620	98	2390	97	2180	97	1980	100	109					
25	101	3680	100	2790	99	2550	98	2330	98	2120	101	109					
30	101	4010	101	3020	100	2740	100	2500	99	2270	101	109					
35	101	4420	101	3320	101	3000	101	2690	100	2440	101	109					
40	101	4870	101	3850	101	3290	101	2940	101	2620	101	109					
45	101	5350	101	4010	101	3610	101	3230	101	2870	101	109					
50	101	5940	101	4440	101	3990	101	3570	101	3170	101	109					
54	101	6600	101	4920	101	4410	101	3940	101	3480	101	109					

Figure 4-15 (Sheet 1 of 18)

TAKEOFF FIELD LENGTH - FEET

FLAPS - UP

DRY RUNWAY WITHOUT THRUST REVERSERS	ADVERSE RUNWAY CONDITIONS (NO THRUST REVERSERS, 15 FT SCREEN HEIGHT, ANTI-ICE OFF)												
	WET RUNWAY	WATER COVERED RUNWAY - INCHES *				SLUSH COVERED RUNWAY - INCHES *				SNOW INCHES *		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.125	0.2	0.3	0.4	1.0	2.0		
1000	1650	2450	2350	2200	2100	2500	2350	2250	2100	2400	2200	1950	5050
1200	1950	2950	2750	2550	2450	2900	2750	2600	2450	2800	2550	2300	6000
1400	2250	3500	3200	3000	2800	3350	3150	2950	2800	3150	2850	2650	7000
1600	2550	4150	3800	3450	3200	3850	3600	3350	3150	3500	3200	3000	7950
1800	2900	4750	4350	3950	3650	4450	4100	3800	3550	3900	3500	3350	8950
2000	3150	5250	4800	4350	4050	4950	4600	4250	4000	4200	3800	3650	9550
2200	3400	5750	5300	4800	4500	5450	5050	4650	4400	4550	4150	3950	10150
2400	3650	6250	5750	5250	4950	5900	5500	5100	4800	4850	4500	4250	10700
2600	3900	6750	6250	5750	5400	6350	5950	5550	5200	5200	4800	4500	11250
2800	4150	7200	6750	6200	5850	6850	6400	5950	5600	5500	5150	4800	11800
3000	4400	7700	7250	6700	6350	7300	6850	6400	6050	5850	5500	5100	12300
3200	4700	8200	7700	7150	6750	7750	7250	6800	6450	6250	5900	5350	12800
3400	4950	8600	8050	7500	7150	8150	7650	7150	6800	6650	6300	5600	13300
3600	5250	9000	8450	7850	7500	8550	8000	7500	7150	7000	6700	5800	13700
3800	5550	9350	8800	8250	7850	8900	8350	7850	7500	7400	7100	6000	14000
4000	5850	9750	9150	8600	8200	9250	8700	8200	7850	7850	7450	6150	14300
4200	6150	10100	9550	8950	8550	9600	9050	8550	8200	8300	7850	6300	14600
4400	6400	10450	9900	9300	8900	9950	9400	8850	8500	8950	8200	6450	14900
4600	6650	10800	10200	9650	9250	10300	9750	9150	8800	9550	8600	6600	15200
4800	6900	11150	10550	9950	9550	10650	10050	9450	9100	10200	9000	6750	
5000	7100	11400	10800	10200	9800	10950	10300	9750	9400	11000	9350	6900	
5200	7250	11650	11050	10450	10000	11250	10550	10050	9700	11800	9750	7050	
5400	7400	11900	11300	10700	10200	11550	10800	10350	10000	12650	10150	7200	
5600	7550	12100	11500	10950	10400	11750	11000	10650	10300	13500	10550	7350	
5800	7700	12300	11700	11150	10600	11950	11200	10950	10600	14300	10950	7500	
6000	7850	12450	11850	11350	10800	12150	11400	11250	10900	15100	11350	7650	
6200	8000	12600	12000	11550	11000	12350	11600	11550	11200		11750	7800	
6400	8150	12750	12150	11750	11200	12500	11800	11800	11500		12100	7950	
6600	8300	12850	12300	11950	11400	12650	12000	12050	11800		12500	8100	
6800	8450	12950	12450	12150	11600	12800	12200	12300	12100		12900	8250	
7000	8600	13050	12600	12350	11800	12900	12400	12600	12400		13300	8400	
7500	8900	13300	12950	12850	12300	13150	12850	13300	13150		14300	8750	
8000	9200	13500	13250	13300	12750	13400	13300	14050	13900		15250	9100	
8500	9500	13700	13600	13800	13200	13650	13800	14800	14600			9500	
9000	9800	13900	13900	14300	13700	13900	14300	15550	15300			9950	
9500	10150	14100	14200	14850	14150	14150	14800					10350	
10000	10500	14300	14550	15500	14600	14400	15350					10750	
11000	11250	14650	15200		15650	14900						11550	
12000	12100	15000				15400						12400	
13000	13000											13200	
14000	14000											14100	
15000	15000											15000	

* Takeoffs should not be attempted in any precipitation depth greater than the highest depth presented or if any of the following limits are exceeded. If no limit is presented, use the dry runway limit.

Contaminate	Altitude	Temperature	Gross Weight	Wind
0.4 Inches Water	Greater than 10,000 ft	Greater than ISA+20° C	—	—
0.3 Inches Slush	Greater than 11,000 ft	Greater than ISA+15° C	—	—
0.4 Inches Slush	Greater than 8000 ft	Greater than ISA+5° C	—	—
1.0 Inch Snow	Greater than 6000 ft	Greater than ISA	Greater than 12,500 lbs	—
2.0 Inches Snow	Greater than 6000 ft	Greater than ISA	Greater than 12,500 lbs	Any Tailwind

Figure 7-1

TAKEOFF FIELD LENGTH - FEET

FLAPS - 15°

DRY RUNWAY WITHOUT THRUST REVERSERS	ADVERSE RUNWAY CONDITIONS (NO THRUST REVERSERS, 15 FT SCREEN HEIGHT, ANTI-ICE OFF)												
	WET RUNWAY	WATER COVERED RUNWAY - INCHES *				SLUSH COVERED RUNWAY - INCHES *				SNOW INCHES *		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.125	0.2	0.3	0.4	1.0	2.0		
1000	1700	2450	2300	2150	2000	2500	2350	2200	2100	2400	2200	1950	4950
1200	2000	2900	2700	2500	2350	2900	2750	2550	2450	2800	2500	2350	5950
1400	2300	3400	3200	2900	2700	3300	3100	2900	2750	3150	2850	2700	6900
1600	2650	4050	3750	3350	3100	3750	3500	3250	3100	3500	3150	3050	7900
1800	2950	4550	4150	3750	3500	4250	3900	3600	3400	3850	3450	3400	8700
2000	3200	5000	4600	4200	3900	4800	4400	4050	3800	4150	3750	3650	9250
2200	3450	5500	5050	4600	4300	5250	4850	4450	4250	4450	4100	3950	9800
2400	3700	6000	5500	5050	4750	5700	5300	4900	4650	4800	4400	4250	10300
2600	3950	6450	5950	5450	5150	6150	5700	5300	5050	5100	4750	4500	10850
2800	4200	6900	6400	5950	5600	6600	6150	5700	5450	5450	5050	4800	11350
3000	4450	7400	6900	6400	6050	7050	6550	6100	5850	5750	5400	5050	11900
3200	4700	7850	7300	6800	6450	7450	7000	6500	6250	6100	5800	5350	12400
3400	4950	8250	7700	7200	6800	7800	7350	6850	6550	6450	6150	5600	12850
3600	5250	8600	8050	7550	7150	8200	7700	7200	6900	6800	6500	5800	13200
3800	5550	8950	8400	7900	7500	8550	8050	7550	7200	7150	6850	6000	13500
4000	5850	9350	8750	8250	7850	8900	8400	7900	7550	7500	7200	6150	13800
4200	6100	9700	9100	8550	8150	9250	8700	8200	7850	7800	7550	6300	14100
4400	6400	10050	9450	8850	8450	9600	9050	8500	8200	8100	7850	6450	14350
4600	6650	10350	9750	9150	8750	9950	9300	8800	8500	8400	8200	6600	14600
4800	6850	10600	10000	9450	9050	10200	9600	9100	8750	8700	8550	6750	14850
5000	7050	10850	10250	9700	9300	10450	9850	9400	9000	9000	8900	6850	15100
5200	7200	11050	10450	9900	9500	10650	10000	9700	9250	9300	9250	6950	
5400	7350	11250	10650	10100	9700	10800	10150	10000	9450	9600	9600	7050	
5600	7500	11400	10800	10300	9900	10950	10300	10300	9650	9900	9950	7150	
5800	7600	11550	11000	10450	10050	11100	10450	10600	9850	10200	10350	7250	
6000	7700	11700	11150	10600	10200	11200	10600	10900	10050	10500	10700	7350	
6200	7800	11850	11300	10750	10350	11300	10700	11200	10350	10800	11050	7450	
6400	7900	11950	11400	10900	10500	11400	10800	11500	10700	11100	11400	7600	
6600	8000	12050	11500	11050	10650	11500	10900	11800	11150	11400	11750	7750	
6800	8100	12150	11600	11200	10800	11600	11000	12100	11700	11700	12100	7900	
7000	8200	12250	11700	11300	10950	11700	11100	12400	12300	12000	12450	8100	
7500	8500	12450	11900	11550	11300	11850	11250	13100	13600	12750	13350	8600	
8000	8800	12650	12100	11800	11700	12000	11400	13850	15050	13500	14200	9100	
8500	9100	12850	12250	12050	12150	12150	11600	14600		14250	15100	9600	
9000	9400	13050	12400	12350	12700	12300	11800	15350		15000		10100	
9500	9750	13300	12600	12700	13250	12550	12100					10600	
10000	10150	13500	12850	13200	13950	12950	12550					11100	
11000	11050	13950	13500	14400	15400	14150	13900					12100	
12000	12000	14500	14300	15650		15600	15350					13100	
13000	13000	15400	15200				16800					14100	
14000	14000											15100	
15000	15000												

* Takeoffs should not be attempted in any precipitation depth greater than the highest depth presented or if any of the following limits are exceeded. If no limit is presented, use the dry runway limit.

Contaminate	Altitude	Temperature	Gross Weight	Wind
0.4 Inches Water	Greater than 6000 ft	Greater than ISA+20°C	—	—
0.3 Inches Slush	—	Greater than ISA+20°C	—	—
0.4 Inches Slush	—	Greater than ISA+5°C	—	—
1.0 Inch Snow	Greater than 5000 ft	Greater than ISA	Greater than 13,000 lbs	—
2.0 Inches Snow	Greater than 5000 ft	Greater than ISA	—	Any Tailwind

Figure 7-2

LANDING DISTANCE - FEET ACTUAL DISTANCE SEA LEVEL

CONDITIONS: Landing Gear - DOWN
Wing Flaps - LAND
Speed Brakes - EXTEND AFTER TOUCHDOWN
Anti-Ice Systems - ON or OFF
Thrust - IDLE
Airspeed - V_{REF} at 50 FEET

Some conditions may be brake energy limited. Refer to Figures 4-27 and 4-28 for allowable landing weights.

WEIGHT = 13300 LBS *
VREF = 111 KIAS VAPP = 118 KIAS

TEMP DEG C	TAILWIND 10 KTS	ZERO WIND	HEADWINDS 10 KTS	20 KTS	30 KTS
-25	2780	2160	2030	1910	1790
-20	2840	2180	2050	1930	1810
-15	2900	2200	2070	1950	1830
-10	2970	2220	2090	1970	1850
-5	3040	2240	2110	1990	1870
0	3110	2270	2140	2010	1890
5	3180	2300	2160	2030	1910
10	3260	2340	2180	2050	1930
15	3340	2390	2200	2080	1950
20	3430	2430	2220	2100	1980
25	3520	2480	2250	2120	2000
30	3620	2530	2290	2140	2020
35	3720	2580	2330	2160	2040
40	3820	2630	2380	2180	2060
45	3930	2690	2420	2200	2080
50	4030	2740	2460	2230	2090
54	4100	2770	2490	2260	2100

WEIGHT = 12700 LBS
VREF = 108 KIAS VAPP = 116 KIAS

TEMP DEG C	TAILWIND 10 KTS	ZERO WIND	HEADWINDS 10 KTS	20 KTS	30 KTS
-25	2580	2110	1980	1860	1740
-20	2630	2130	2000	1880	1760
-15	2680	2150	2020	1900	1780
-10	2730	2170	2040	1920	1800
-5	2790	2190	2060	1940	1820
0	2840	2210	2080	1960	1840
5	2900	2230	2100	1980	1860
10	2960	2250	2120	2000	1880
15	3020	2270	2140	2020	1900
20	3080	2290	2160	2040	1920
25	3150	2320	2180	2060	1940
30	3220	2340	2210	2080	1960
35	3290	2380	2230	2100	1980
40	3360	2420	2250	2120	2000
45	3440	2470	2270	2140	2020
50	3510	2510	2280	2160	2030
54	3550	2530	2300	2160	2040

WEIGHT = 12500 LBS
VREF = 108 KIAS VAPP = 115 KIAS

TEMP DEG C	TAILWIND 10 KTS	ZERO WIND	HEADWINDS 10 KTS	20 KTS	30 KTS
-25	2530	2090	1960	1840	1730
-20	2570	2110	1980	1860	1750
-15	2620	2130	2000	1880	1770
-10	2670	2150	2020	1900	1790
-5	2710	2170	2040	1920	1810
0	2760	2190	2060	1940	1820
5	2820	2210	2080	1960	1840
10	2870	2230	2100	1980	1860
15	2930	2250	2130	2000	1880
20	2990	2280	2150	2020	1900
25	3050	2300	2170	2040	1920
30	3110	2320	2190	2060	1940
35	3170	2340	2210	2080	1960
40	3240	2360	2230	2100	1980
45	3310	2400	2250	2120	2000
50	3370	2440	2260	2140	2010
54	3410	2460	2270	2140	2020

WEIGHT = 12000 LBS
VREF = 106 KIAS VAPP = 113 KIAS

TEMP DEG C	TAILWIND 10 KTS	ZERO WIND	HEADWINDS 10 KTS	20 KTS	30 KTS
-25	2470	2050	1920	1800	1690
-20	2490	2070	1940	1820	1710
-15	2510	2090	1960	1840	1730
-10	2530	2110	1980	1860	1750
-5	2560	2130	2000	1880	1760
0	2600	2150	2020	1900	1780
5	2640	2170	2040	1920	1800
10	2690	2190	2060	1940	1820
15	2730	2210	2080	1960	1840
20	2780	2230	2100	1970	1860
25	2830	2250	2120	1990	1880
30	2880	2270	2140	2010	1890
35	2930	2280	2160	2030	1910
40	2980	2300	2170	2050	1930
45	3040	2320	2190	2070	1950
50	3080	2340	2210	2080	1960
54	3110	2340	2210	2090	1970

To obtain landing distance with a runway gradient, refer to factors on page 4-180.

* For use in an emergency which requires a landing at a weight in excess of maximum design landing weight of 12,700 pounds.

Figure 4-29 (Sheet 1 of 30)

LANDING DISTANCE - FEET

FLAPS - FULL

AIRSPEED - V_{REF}

DRY RUNWAY WITHOUT THRUST REVERSERS	ADVERSE RUNWAY CONDITIONS (NO THRUST REVERSERS, V_{REF}, WITHOUT TAILWINDS, 50 FT SCREEN HEIGHT)														
	WET RUNWAY	WATER COVERED RUNWAY - INCHES					SLUSH COVERED RUNWAY - INCHES					SNOW INCHES		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.5	0.125	0.2	0.3	0.4	0.5	1.0	2.0		
1200	1700	2300	2250	2050	1950	1900	2300	2200	2150	2100	2100	2400	2150	1900	6300
1400	2000	2700	2600	2450	2450	2400	2750	2650	2500	2500	2500	2850	2600	2300	7900
1600	2400	3300	3100	2950	2950	2800	3300	3150	3000	2900	2900	3300	3000	2700	9500
1800	2700	3950	3750	3500	3400	3250	3800	3700	3500	3350	3300	3700	3400	3100	10900
2000	3000	4700	4450	4000	3900	3700	4400	4200	4000	3800	3650	4150	3800	3450	12400
2200	3400	5400	5000	4700	4400	4100	5100	4850	4550	4200	4050	4550	4150	3850	13900
2400	3700	5850	5600	5100	4900	4600	5700	5300	5000	4600	4400	5000	4450	4250	
2600	4100	6500	6100	5600	5300	5000	6300	5800	5500	5100	4800	5400	4750	4600	
2800	4400	7500	6750	6200	5700	5450	7100	6300	5900	5450	5200	5800	5050	5000	
3000	4700	8100	7450	6750	6150	5900	7600	7000	6300	5800	5600	6200	5400	5400	
3200	5100	8650	8000	7200	6600	6300	8150	7500	6800	6350	6000	6600	5700	5650	
3400	5400	9150	8400	7650	6900	6650	8600	7900	7200	6700	6400	7000	6050	5950	
3600	5700	9550	8800	8050	7300	7000	9100	8500	7600	7000	6700	7400	6350	6200	
3800	6100	9950	9200	8450	7700	7300	9550	8850	8000	7400	6950	7800	6650	6400	
4000	6400	10300	9600	8800	8150	7700	10050	9250	8400	7800	7300	8200	6950	6650	
4200	6700	10700	10000	9150	8500	7900	10400	9600	8800	8100	7550	8600	7250	6850	
4400	7100	11000	10300	9450	8700	8200	10800	10000	9100	8400	7800	9000	7550	7000	
4600	7400	11400	10550	9700	9000	8400	11150	10350	9450	8700	8100	9400	7800	7150	
4800	7800	11800	10900	10000	9300	8700	11550	10700	9750	9000	8400	9800	8150	7300	
5000	8100	12100	11200	10300	9500	8900	11900	11000	10050	9300	8650	10100	8400	7450	
5200	8400	12350	11500	10600	9800	9200	12200	11300	10300	9500	8900	10400	8650	7600	
5400	8700	12700	11800	10850	10000	9400	12500	11600	10550	9700	9100	10700	8850	7750	
5600	9000	12900	12050	11050	10250	9600	12800	11900	10800	10000	9300	11000	9100	7900	
5800	9350	13200	12300	11300	10450	9800	13100	12100	11100	10300	9550	11300	9350	8100	
6000	9650	13500	12500	11500	10650	10000	13450	12400	11350	10500	9800	11600	9550	8250	
6200	10000	13800	12800	11700	10800	10100	13700	12700	11600	10700	10000	11900	9800	8400	
6400	10250	14000	13050	11900	11000	10300	14050	13000	11800	10900	10200	12200	10000	8550	
6600	10600	14300	13300	12200	11200	10500	14350	13300	12100	11150	10400	12500	10200	8700	
6800	10900	14550	13550	12400	11400	10700	14650	13500	12300	11350	10600	12850	10450	8850	
7000	11200	14800	13800	12600	11600	10850	14950	13800	12500	11600	10750	13100	10650	9000	
7200	11500		14050	12800	11800	11000		14100	12700	11800	10950	13400	10850	9150	
7400	11850		14300	13000	12000	11200		14400	13000	12000	11150	13750	11050	9300	
7600	12200		14550	13250	12200	11400		14700	13250	12200	11350	14050	11250	9450	
7800	12500		14800	13500	12400	11600		14950	13500	12400	11550	14350	11450	9650	
8000	12800			13700	12600	11750			13750	12600	11750	14650	11650	9800	
8400	13400			14100	13000	12100			14200	13050	12150		12000	10100	
8800	14000			14550	13400	12500			14700	13500	12500		12400	10400	
9200	14700			15000	13800	12850				13900	12900		12800	10750	
9600					14200	13200				14300	13300		13150	11050	
10000					14600	13600				14750	13700		13550	11350	
10400					15000	13900					14100		13900	11650	
10800						14300					14500		14250	12000	
11200						14650					14850		14650	12300	
11600						15000							15000	12600	
12000														12900	
12400														12250	
12800														12550	

NOTE

The published limiting maximum tailwind component for this airplane is 10 knots: however, Cessna does not recommend landings on precipitation-covered runways with any tailwind component. If a tailwind landing cannot be avoided, multiply the above data by the following factor:

	WET RUNWAY	WATER COVERED RUNWAY - INCHES					SLUSH COVERED RUNWAY - INCHES					SNOW INCHES		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.5	0.125	0.2	0.3	0.4	0.5	1.0	2.0		
TAILWIND FACTOR	1.07	1.13	1.12	1.12	1.12	1.11	1.12	1.12	1.12	1.12	1.11	1.11	1.11	1.05	*

* Landings with any tailwind should not be attempted on wet ice.

Figure 7-3

LANDING DISTANCE - FEET

FLAPS - FULL

AIRSPEED - V_{REF} + 10 KNOTS

DRY RUNWAY WITHOUT THRUST REVERSERS	ADVERSE RUNWAY CONDITIONS (NO THRUST REVERSERS, V_{REF}+10, WITHOUT TAILWINDS, 50 FT SCREEN HEIGHT)														
	WET RUNWAY	WATER COVERED RUNWAY - INCHES					SLUSH COVERED RUNWAY - INCHES					SNOW INCHES		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.5	0.125	0.2	0.3	0.4	0.5	1.0	2.0		
1400	2400	3350	3000	2900	2650	2500	3200	3000	2900	2700	2600	3100	2800	2800	9000
1600	2800	4050	3650	3450	3250	3050	3800	3600	3400	3200	3100	3600	3300	3300	11200
1800	3200	4800	4400	4100	3900	3650	4500	4200	4000	3700	3600	4100	3700	3800	12400
2000	3800	5800	5300	4900	4600	4350	5300	5000	4800	4400	4200	4750	4300	4250	13500
2200	4600	6900	6400	5900	5550	5300	6600	6200	5700	5300	5100	5700	5000	4650	14600
2400	5125	7800	7250	6700	6300	5900	7400	7000	6400	6000	5700	6400	5450	5150	
2600	5700	8850	8100	7400	7000	6550	8200	7700	7100	6650	6250	7050	6000	5550	
2800	6300	9500	8850	8050	7600	7150	9050	8450	7800	7250	6800	7750	6550	6000	
3000	7000	10350	9650	8750	8200	7750	9800	9200	8450	7900	7400	8400	7050	6400	
3200	7700	11200	10500	9450	8750	8300	10650	10000	9150	8550	7900	9050	7700	6750	
3400	8500	12000	11300	10150	9300	8800	11500	10700	9800	9200	8500	9850	8350	7000	
3600	9300	12850	12050	10750	9900	9300	12400	11450	10500	9800	9000	10700	9000	7250	
3800	10200	13700	12850	11550	10500	9800	13450	12450	11200	10400	9700	11500	9650	7450	
4000	11100	14600	13700	12350	11200	10600	14450	13500	12200	11400	10500	12400	10400	7650	
4200	12100		14500	13150	11950	11600		14500	13100	12500	11250	13800	11100	7800	
4400	13100			13950	12850	12600			14100	13650	12050	15000	12100	7950	
4600	14200			14750	13900	13500			15000	14800	13200		13500	8100	
4800						14450					14900			8250	
5000														8450	
5400														8750	
5800														9100	
6200														9450	
6600														9750	
7000														10100	
7400														10450	
7800														10750	
8200														11100	
8600														11450	
9000														11800	
9400														12100	
9800														12450	
10200														12800	
10600														13100	
11000														13500	
11400														13800	
11800														14150	
12200														14500	

NOTE

The published limiting maximum tailwind component for this airplane is 10 knots: however, Cessna does not recommend landings on precipitation-covered runways with any tailwind component. If a tailwind landing cannot be avoided, multiply the above data by the following factor:

	WET RUNWAY	WATER COVERED RUNWAY - INCHES					SLUSH COVERED RUNWAY - INCHES					SNOW INCHES		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.5	0.125	0.2	0.3	0.4	0.5	1.0	2.0		
TAILWIND FACTOR	1.00	1.01	1.00	1.00	1.00	1.00	1.01	1.00	1.00	1.00	1.00	1.03	1.03	1.03	*

* Landings with any tailwind should not be attempted on wet ice.

Figure 7-4

APPENDIX B
ENGINEERED MATERIAL ARRESTING SYSTEMS
(EMAS)
METHODOLOGY

New Smyrna Beach Municipal Airport Runway Safety Area Improvement Criteria: EMAS

The methodology to plan/preliminarily design an Engineered Material Arresting System (EMAS) as outlined in FAA Order 5200.9 includes the evaluation of the 5 criteria specified below.

1. **What is the EMAS design aircraft**
   At EVB the critical aircraft is the Cessna Citation V with a Maximum Takeoff Weight (MTOW) of 15,900 lbs.

2. **What length does the EMAS bed need to be to safely stop the design aircraft?**
   According to the EMAS Length Requirements Figure 3 in the FAA's 5200.9 Order, the EMAS length requirement for a Cessna Citation V is approximately 360ft.* The width is determined by the minimum required blast pad width which is 95' for ARC B-II aircraft.
   *This is an estimated length; actual EMAS design length must be confirmed with the manufacturer.

   The RSA site preparation area can be determined by adding the setback area to the EMAS bed area plus an emergency vehicle movement area. For EVB the setback area is 75' plus the EMAS bed of 360' and a 20' movement area. The RSA Site area length is 75'+360'+20'= 455'. The width is the width of the EMAS bed plus the movement lane per side. The RSA site area width is 95'+20'+20'= 135'.

3. **What is the maximum feasible expenditure for improving the RSA?**
   Table 1 below and FAA Order 5200.9 Figure 4: Maximum Feasible Cost for RSA Improvement determined that approximately $11,668,136 should be the maximum expenditure for RSA improvements at EVB.

Table 1
EMAS Cost Estimates in 2018 Dollars

Factor	Formula	Cost
Adjusted Site Preparation Unit (2018 Dollars)	$14 x (1+.04)5	$17.03 SF
Adjusted EMAS Bed Installation Unit Cost (per BGA RSA project cost)	as per BGA Project	$140 SF
RSA Site Preparation Area	455ft x 135 ft	61,425 SF
EMAS Bed Area	360ft x 95ft	34,200 SF
Estimated Site Preparation Cost	61,425 SF x $17.03	$1,046,068
Estimated EMAS Bed Installation	34,200 SF x $140	$4,788,000
Total Estimated EMAS Cost	$1,046,068+ $4,788,000	$5,834,068
Maximum Feasible Cost for Improving the RSA*	$5,834,068X2	**$11,668,136**
*Subject to change based on available funding and program goals.		

4. **What are the life cycle costs of EMAS and non-EMAS alternatives for improving the RSA?**
   Table 2 below shows a life cycle cost of $8,507,176 for EVB.

Table 2 Life Cycle EMAS Cost Estimates in 2018 Dollars		
Factor	Formula	Cost
Estimated EMAS Installation	$1,046,068+ $4,788,000	$5,834,068
Estimated EMAS Replacement Cost	34,200 SF x $140	$4,788,000
Annual Inspection and Maintenance	$20,000 x $(1+.04)^5$	$24,333
Time Value of Money Discount Rate*		7%
EMAS Replacement Cost- Year 10	$4,788,000/$((1+.07)^{10})$	$2,433,977
EMAS Maintenance Cost- Years 1-9	$24,333 x $((1+.07)^9-1)/(.07(1+.07)^9)$	$158,538
EMAS Maintenance Cost- Years 11-19	$158,538/$((1+.07)^{10})$	$80,593
EMAS Estimated Life Cycle Cost – 20 years	$5,834,068+$2,433,977+$158,538+$80,593	**$8,507,176**
*Discount rate for all airport projects funded with Federal grant funds		

5. **What is the best financially feasible alternative for improving the RSA considering life cycle costs and other factors?**

   - The least expensive alternative would be the remarking of the Runway and Lighting the Obstructions. However, this alternative would not achieve the 5,000-foot long Landing Distance Available and Accelerated Stop Distance Available for which the City, the Airport, and the tenants of the Airport are asking. The least expensive alternative that would meet the criteria of the City, Airport, and tenants, would be the acceleration of the Extension of Runway 11/29. The 2018 Master Plan Update estimated that this project would cost approximately $2,780,000.

APPENDIX C
FAA Order 5200.8

Runway Safety Area Program
Appendix 1
Runway Safety Area Data Base

Locid: EVB Airport: New Smyrna Beach Municipal Airport Region: ASO

City/State: New Smyrna Beach FL ADO: Orlando

Runway: 7/25 Runway Ends: 7 | 25

Length: 5,000
Width: 75
Part 139: ☐

	7	25
Actual RSA Length:	124	173
Actual RSA Width:	150	150
RSA Grade (+/- 5%):	☐	☐
Dimensional Uniformity:	☐	☐

CRITICAL AIRCRAFT:
Approach Category: B
Design Group: II

Visibility Minimums: 1 mile

PUBLISHED RUNWAY SAFETY AREA STANDARDS:
Length: 240
Width: 120

RSA Determination

	7	25
Currently Meets Standards	○	○
Practicable to Meet Standards	○	○
Can be Improved But Will Not Meet Standards	○	○
Not Practicable to Improve	○	○

Date of Determination (month/year):

Planned Improvements

RSA to Design Standards Obtainable:	☐	☐
Runway Realignment or Relocation:	☐	☐
Shift Runway From Present Alignment:	☐	☐
Use Declared Distances:	☐	☐
Use EMAS:	☐	☐
Other:	☐	☐

Scheduled Completion (year):
Remaining Costs:

Uniformity Comments:

Improvement Comments:

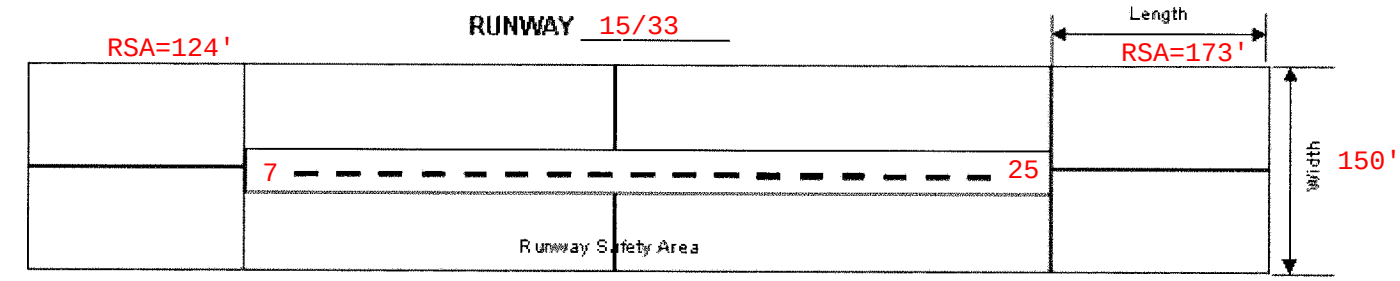
Object Form

Runway Safety Area Data Sheet

Locid: EVB Airport: New Smyrna Beach Municipal Airport Region: ASO

City/State: New Smyrna Beach FL ADO: Orlando

RUNWAY 15/33



Object Identification			Object Location				Object Status						
No.	Type	Name	Rwy End	Rwy End Dist	L/R	L/R Dist	Fixed By Function	Can Be Relocated	Frangible	Frangible to 3 inches	High Mass	Owner	Connecting Object

There are no known obstructions in the vicinity of the Airport

Locid: EVB Airport: New Smyrna Beach Municipal Airport Region: ASO

City/State: New Smyrna Beach FL ADO: Orlando

Runway:	7/25	
Runway Ends:	7	25
Length:	5,000	
Width:	75	
Part 139:	☐	
Actual RSA Length:	124	173
Actual RSA Width:	150	150
RSA Grade (+/- 5%):	☐	☐
Dimensional Uniformity:	☐	☐

CRITICAL AIRCRAFT:

Approach Category:	B
Design Group:	II
Visibility Minimums:	1 mile

PUBLISHED RUNWAY SAFETY AREA STANDARDS:

Length:	300
Width:	150

RSA Determination

Currently Meets Standards	○	○
Practicable to Meet Standards	○	○
Can be Improved But Will Not Meet Standards	○	○
Not Practicable to Improve	○	○

Date of Determination (month/year):

Planned Improvements

RSA to Design Standards Obtainable:	☐	☐
Runway Realignment or Relocation:	☐	☐
Shift Runway From Present Alignment:	☐	☐
Use Declared Distances:	☐	☐
Use EMAS:	☐	☐
Other:	☐	☐

Scheduled Completion (year):

Remaining Costs:

Uniformity Comments:

Improvement Comments:

APPENDIX D
TRAFFIC FLOW MANAGEMENT SYSTEM COUNTS
NEW SMYRNA BEACH MUNICIPAL AIRPORT
MAY 1, 2018 THROUGH APRIL 30, 2019

TFMSC Report (Airport)

From 05/2018 To 05/2019 | Airport=EVB

#	Date	Airport	Physical Class	Aircraft	Airplane Approach Category	Airplane Design Group	Departures	Arrivals	Total Operations	Departure Seats	Average Departure Seats	Arrival Seats	Average Arrival Seats
1	May-18	EVB - New Smyrna Beach	-	-1 - unknown	No Data	No Data	1	0	1	0	0	0	0
2	May-18	EVB - New Smyrna Beach	Jet	C25C - Cessna Citation CJ4	B	II	3	3	6	0	0	0	0
3	May-18	EVB - New Smyrna Beach	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	1	1	2	8	8	8	8
4	May-18	EVB - New Smyrna Beach	Jet	C680 - Cessna Citation Sovereign	B	II	1	1	2	12	12	12	12
5	May-18	EVB - New Smyrna Beach	Jet	CL35 - Bombardier Challenger 300	C	II	4	3	7	0	0	0	0
6	May-18	EVB - New Smyrna Beach	Jet	E55P - Embraer Phenom 300	B	II	0	1	1	0	0	8	8
7	May-18	EVB - New Smyrna Beach	Jet	EA50 - Eclipse 500	A	I	1	1	2	6	6	6	6
8	May-18	EVB - New Smyrna Beach	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	1	1	2	12	12	12	12
9	May-18	EVB - New Smyrna Beach	Piston	-1 - unknown	No Data	No Data	3	2	5	0	0	0	0
10	May-18	EVB - New Smyrna Beach	Piston	BE33 - Beech Bonanza 33	A	I	3	4	7	15	5	20	5
11	May-18	EVB - New Smyrna Beach	Piston	BE35 - Beech Bonanza 35	A	I	1	4	5	4	4	16	4
12	May-18	EVB - New Smyrna Beach	Piston	BE36 - Beech Bonanza 36	A	I	11	10	21	44	4	40	4
13	May-18	EVB - New Smyrna Beach	Piston	BE55 - Beech Baron 55	A	I	3	4	7	18	6	24	6
14	May-18	EVB - New Smyrna Beach	Piston	C172 - Cessna Skyhawk 172/Cutlass	A	I	144	133	277	576	4	532	4
15	May-18	EVB - New Smyrna Beach	Piston	C182 - Cessna Skylane 182	A	I	5	2	7	20	4	8	4
16	May-18	EVB - New Smyrna Beach	Piston	C310 - Cessna 310	A	I	2	2	4	12	6	12	6
17	May-18	EVB - New Smyrna Beach	Piston	C414 - Cessna Chancellor 414	B	I	81	79	160	486	6	474	6
18	May-18	EVB - New Smyrna Beach	Piston	DA42 - Diamond Twin Star	A	I	2	2	4	0	0	0	0
19	May-18	EVB - New Smyrna Beach	Piston	M20P - Mooney M-20C Ranger	A	I	5	4	9	20	4	16	4
20	May-18	EVB - New Smyrna Beach	Piston	P28A - Piper Cherokee	A	I	2	3	5	8	4	12	4
21	May-18	EVB - New Smyrna Beach	Piston	P28R - Cherokee Arrow/Turbo	A	I	1	1	2	4	4	4	4
22	May-18	EVB - New Smyrna Beach	Piston	P32R - Piper 32	A	I	1	1	2	4	4	4	4
23	May-18	EVB - New Smyrna Beach	Piston	PA24 - Piper PA-24	A	I	1	0	1	5	5	0	0
24	May-18	EVB - New Smyrna Beach	Piston	PA27 - Piper Aztec	A	I	1	1	2	4	4	4	4
25	May-18	EVB - New Smyrna Beach	Piston	PA32 - Piper Cherokee Six	A	I	3	2	5	18	6	12	6
26	May-18	EVB - New Smyrna Beach	Piston	PA34 - Piper PA-34 Seneca	A	I	1	1	2	6	6	6	6
27	May-18	EVB - New Smyrna Beach	Piston	PA44 - Piper Seminole	A	I	19	16	35	76	4	64	4
28	May-18	EVB - New Smyrna Beach	Piston	PA46 - Piper Malibu	A	I	0	1	1	0	0	6	6
29	May-18	EVB - New Smyrna Beach	Piston	S22T - Cirrus SR-22 Turbo	A	I	1	1	2	0	0	0	0
30	May-18	EVB - New Smyrna Beach	Piston	SR22 - Cirrus SR 22	A	I	5	3	8	20	4	12	4
31	May-18	EVB - New Smyrna Beach	Piston	T34P - Beech T-34B Mentor	No Data	No Data	1	0	1	2	2	0	0
32	May-18	EVB - New Smyrna Beach	Piston	TB20 - Taylorcraft Seabird	No Data	No Data	1	1	2	4	4	4	4
33	May-18	EVB - New Smyrna Beach	Turbine	AC90 - Gulfstream Commander	B	I	1	2	3	4	4	8	4
34	May-18	EVB - New Smyrna Beach	Turbine	B350 - Beech Super King Air 350	B	II	2	2	4	12	6	12	6
35	May-18	EVB - New Smyrna Beach	Turbine	BE20 - Beech 200 Super King	B	II	4	4	8	20	5	20	5
36	May-18	EVB - New Smyrna Beach	Turbine	BE9L - Beech King Air 90	B	I	4	3	7	24	6	18	6
37	May-18	EVB - New Smyrna Beach	Turbine	C441 - Cessna Conquest	B	II	1	1	2	6	6	6	6
38	May-18	EVB - New Smyrna Beach	Turbine	P46T - Piper Malibu Meridian	A	I	1	1	2	6	6	6	6
39	May-18	EVB - New Smyrna Beach	Turbine	PC12 - Pilatus PC-12	A	II	1	1	2	9	9	9	9
40	Jun-18	EVB - New Smyrna Beach	-	-1 - unknown	No Data	No Data	1	1	2	0	0	0	0
41	Jun-18	EVB - New Smyrna Beach	-	C127 - unknown	No Data	No Data	1	0	1	0	0	0	0
42	Jun-18	EVB - New Smyrna Beach	-	EC35 - Eurocopter EC-135	No Data	No Data	2	0	2	14	7	0	0
43	Jun-18	EVB - New Smyrna Beach	Jet	C25C - Cessna Citation CJ4	B	II	2	2	4	0	0	0	0
44	Jun-18	EVB - New Smyrna Beach	Jet	C501 - Cessna I/SP	B	I	0	1	1	0	0	6	6
45	Jun-18	EVB - New Smyrna Beach	Jet	C510 - Cessna Citation Mustang	B	I	1	1	2	6	6	6	6
46	Jun-18	EVB - New Smyrna Beach	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	3	3	6	24	8	24	8
47	Jun-18	EVB - New Smyrna Beach	Jet	C56X - Cessna Excel/XLS	B	II	5	5	10	75	15	75	15
48	Jun-18	EVB - New Smyrna Beach	Jet	C680 - Cessna Citation Sovereign	B	II	1	1	2	12	12	12	12
49	Jun-18	EVB - New Smyrna Beach	Jet	CL35 - Bombardier Challenger 300	C	II	3	4	7	0	0	0	0
50	Jun-18	EVB - New Smyrna Beach	Jet	LJ31 - Bombardier Learjet 31/A/B	C	I	1	1	2	8	8	8	8
51	Jun-18	EVB - New Smyrna Beach	Jet	LJ35 - Bombardier Learjet 35/36	D	I	1	1	2	8	8	8	8
52	Jun-18	EVB - New Smyrna Beach	Jet	PRM1 - Raytheon Premier 1/390 Premier 1	B	I	1	1	2	6	6	6	6
53	Jun-18	EVB - New Smyrna Beach	Piston	-1 - unknown	No Data	No Data	3	1	4	0	0	0	0
54	Jun-18	EVB - New Smyrna Beach	Piston	BE33 - Beech Bonanza 33	A	I	7	5	12	35	5	25	5
55	Jun-18	EVB - New Smyrna Beach	Piston	BE35 - Beech Bonanza 35	A	I	2	4	6	8	4	16	4
56	Jun-18	EVB - New Smyrna Beach	Piston	BE36 - Beech Bonanza 36	A	I	8	7	15	32	4	28	4
57	Jun-18	EVB - New Smyrna Beach	Piston	BE55 - Beech Baron 55	A	I	2	0	2	12	6	0	0
58	Jun-18	EVB - New Smyrna Beach	Piston	BE58 - Beech 58	B	I	3	3	6	12	4	12	4
59	Jun-18	EVB - New Smyrna Beach	Piston	BE95 - Beech 95 Travel Air	No Data	No Data	1	1	2	4	4	4	4
60	Jun-18	EVB - New Smyrna Beach	Piston	C172 - Cessna Skyhawk 172/Cutlass	A	I	153	142	295	612	4	568	4
61	Jun-18	EVB - New Smyrna Beach	Piston	C177 - Cessna 177 Cardinal	A	I	1	1	2	4	4	4	4
62	Jun-18	EVB - New Smyrna Beach	Piston	C182 - Cessna Skylane 182	A	I	3	4	7	12	4	16	4
63	Jun-18	EVB - New Smyrna Beach	Piston	C210 - Cessna 210 Centurion	A	I	1	1	2	6	6	6	6
64	Jun-18	EVB - New Smyrna Beach	Piston	C310 - Cessna 310	A	I	2	2	4	12	6	12	6
65	Jun-18	EVB - New Smyrna Beach	Piston	C414 - Cessna Chancellor 414	B	I	115	103	218	690	6	618	6

TFMSC Report (Airport)

From 05/2018 To 05/2019 | Airport=EVB

#	Date	Airport	Physical Class	Aircraft	Airplane Approach Category	Airplane Design Group	Departures	Arrivals	Total Operations	Departure Seats	Average Departure Seats	Arrival Seats	Average Arrival Seats
66	Jun-18	EVB - New Smyrna Beach	Piston	COL3 - Lancair LC-40 Columbia 400	A	I	1	1	2	4	4	4	4
67	Jun-18	EVB - New Smyrna Beach	Piston	DA42 - Diamond Twin Star	A	I	1	1	2	0	0	0	0
68	Jun-18	EVB - New Smyrna Beach	Piston	M20P - Mooney M-20C Ranger	A	I	5	3	8	20	4	12	4
69	Jun-18	EVB - New Smyrna Beach	Piston	NAVI - C335	No Data	No Data	1	1	2	4	4	4	4
70	Jun-18	EVB - New Smyrna Beach	Piston	P28A - Piper Cherokee	A	I	10	11	21	40	4	44	4
71	Jun-18	EVB - New Smyrna Beach	Piston	P28R - Cherokee Arrow/Turbo	A	I	1	0	1	4	4	0	0
72	Jun-18	EVB - New Smyrna Beach	Piston	P32R - Piper 32	A	I	1	1	2	4	4	4	4
73	Jun-18	EVB - New Smyrna Beach	Piston	PA24 - Piper PA-24	A	I	1	2	3	5	5	10	5
74	Jun-18	EVB - New Smyrna Beach	Piston	PA32 - Piper Cherokee Six	A	I	3	2	5	18	6	12	6
75	Jun-18	EVB - New Smyrna Beach	Piston	PA34 - Piper PA-34 Seneca	A	I	5	2	7	30	6	12	6
76	Jun-18	EVB - New Smyrna Beach	Piston	PA44 - Piper Seminole	A	I	20	22	42	80	4	88	4
77	Jun-18	EVB - New Smyrna Beach	Piston	PA46 - Piper Malibu	A	I	1	1	2	6	6	6	6
78	Jun-18	EVB - New Smyrna Beach	Piston	RV10 - Experimental	No Data	No Data	2	2	4	0	0	0	0
79	Jun-18	EVB - New Smyrna Beach	Piston	S22T - Cirrus SR-22 Turbo	A	I	1	1	2	0	0	0	0
80	Jun-18	EVB - New Smyrna Beach	Piston	SR22 - Cirrus SR 22	A	I	7	3	10	28	4	12	4
81	Jun-18	EVB - New Smyrna Beach	Turbine	AC90 - Gulfstream Commander	B	I	1	0	1	4	4	0	0
82	Jun-18	EVB - New Smyrna Beach	Turbine	BE20 - Beech 200 Super King	B	II	3	3	6	15	5	15	5
83	Jun-18	EVB - New Smyrna Beach	Turbine	BE9L - Beech King Air 90	B	I	2	4	6	12	6	24	6
84	Jun-18	EVB - New Smyrna Beach	Turbine	BE9T - Beech F90 King Air	B	II	1	1	2	4	4	4	4
85	Jun-18	EVB - New Smyrna Beach	Turbine	P46T - Piper Malibu Meridian	A	I	1	1	2	6	6	6	6
86	Jun-18	EVB - New Smyrna Beach	Turbine	PAY2 - Piper Cheyenne 2	B	I	1	1	2	6	6	6	6
87	Jun-18	EVB - New Smyrna Beach	Turbine	PC12 - Pilatus PC-12	A	II	5	5	10	45	9	45	9
88	Jun-18	EVB - New Smyrna Beach	Turbine	TBM8 - Socata TBM-850	A	I	1	1	2	0	0	0	0
89	Jul-18	EVB - New Smyrna Beach	-	-1 - unknown	No Data	No Data	1	1	2	0	0	0	0
90	Jul-18	EVB - New Smyrna Beach	Jet	C25A - Cessna Citation CJ2	B	I	1	1	2	8	8	8	8
91	Jul-18	EVB - New Smyrna Beach	Jet	C25C - Cessna Citation CJ4	B	II	14	14	28	84	6	84	6
92	Jul-18	EVB - New Smyrna Beach	Jet	C501 - Cessna I/SP	B	I	1	1	2	6	6	6	6
93	Jul-18	EVB - New Smyrna Beach	Jet	C510 - Cessna Citation Mustang	B	I	1	1	2	6	6	6	6
94	Jul-18	EVB - New Smyrna Beach	Jet	C550 - Cessna Citation II/Bravo	B	II	3	4	7	30	10	40	10
95	Jul-18	EVB - New Smyrna Beach	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	2	2	4	16	8	16	8
96	Jul-18	EVB - New Smyrna Beach	Jet	C56X - Cessna Excel/XLS	B	II	1	1	2	15	15	15	15
97	Jul-18	EVB - New Smyrna Beach	Jet	CL35 - Bombardier Challenger 300	C	II	3	2	5	24	8	16	8
98	Jul-18	EVB - New Smyrna Beach	Jet	CL60 - Bombardier Challenger 600/601/604	C	II	1	1	2	15	15	15	15
99	Jul-18	EVB - New Smyrna Beach	Jet	E50P - Embraer Phenom 100	B	I	0	1	1	0	0	6	6
100	Jul-18	EVB - New Smyrna Beach	Jet	E55P - Embraer Phenom 300	B	II	2	2	4	16	8	16	8
101	Jul-18	EVB - New Smyrna Beach	Jet	EA50 - Eclipse 500	A	I	1	1	2	6	6	6	6
102	Jul-18	EVB - New Smyrna Beach	Jet	G150 - Gulfstream G150	C	II	1	1	2	4	4	4	4
103	Jul-18	EVB - New Smyrna Beach	Piston	-1 - unknown	No Data	No Data	6	3	9	0	0	0	0
104	Jul-18	EVB - New Smyrna Beach	Piston	BE33 - Beech Bonanza 33	A	I	1	1	2	5	5	5	5
105	Jul-18	EVB - New Smyrna Beach	Piston	BE35 - Beech Bonanza 35	A	I	9	7	16	36	4	28	4
106	Jul-18	EVB - New Smyrna Beach	Piston	BE36 - Beech Bonanza 36	A	I	7	5	12	28	4	20	4
107	Jul-18	EVB - New Smyrna Beach	Piston	BE55 - Beech Baron 55	A	I	3	4	7	18	6	24	6
108	Jul-18	EVB - New Smyrna Beach	Piston	BE58 - Beech 58	B	I	1	1	2	4	4	4	4
109	Jul-18	EVB - New Smyrna Beach	Piston	C150 - Cessna 150	A	I	0	1	1	0	0	2	2
110	Jul-18	EVB - New Smyrna Beach	Piston	C172 - Cessna Skyhawk 172/Cutlass	A	I	141	136	277	564	4	544	4
111	Jul-18	EVB - New Smyrna Beach	Piston	C177 - Cessna 177 Cardinal	A	I	1	1	2	4	4	4	4
112	Jul-18	EVB - New Smyrna Beach	Piston	C182 - Cessna Skylane 182	A	I	5	7	12	20	4	28	4
113	Jul-18	EVB - New Smyrna Beach	Piston	C195 - Cessna 195	No Data	No Data	1	0	1	4	4	0	0
114	Jul-18	EVB - New Smyrna Beach	Piston	C310 - Cessna 310	A	I	3	3	6	18	6	18	6
115	Jul-18	EVB - New Smyrna Beach	Piston	C414 - Cessna Chancellor 414	B	I	97	92	189	582	6	552	6
116	Jul-18	EVB - New Smyrna Beach	Piston	DA42 - Diamond Twin Star	A	I	3	4	7	12	4	16	4
117	Jul-18	EVB - New Smyrna Beach	Piston	M20P - Mooney M-20C Ranger	A	I	1	1	2	4	4	4	4
118	Jul-18	EVB - New Smyrna Beach	Piston	M20T - Turbo Mooney M20K	A	I	1	1	2	4	4	4	4
119	Jul-18	EVB - New Smyrna Beach	Piston	P28A - Piper Cherokee	A	I	4	3	7	16	4	12	4
120	Jul-18	EVB - New Smyrna Beach	Piston	P28R - Cherokee Arrow/Turbo	A	I	0	1	1	0	0	4	4
121	Jul-18	EVB - New Smyrna Beach	Piston	P32R - Piper 32	A	I	1	1	2	4	4	4	4
122	Jul-18	EVB - New Smyrna Beach	Piston	P32T - Embraer Lance 2	No Data	No Data	1	1	2	6	6	6	6
123	Jul-18	EVB - New Smyrna Beach	Piston	PA24 - Piper PA-24	A	I	2	1	3	10	5	5	5
124	Jul-18	EVB - New Smyrna Beach	Piston	PA34 - Piper PA-34 Seneca	A	I	2	1	3	12	6	6	6
125	Jul-18	EVB - New Smyrna Beach	Piston	PA44 - Piper Seminole	A	I	17	14	31	68	4	56	4
126	Jul-18	EVB - New Smyrna Beach	Piston	PA46 - Piper Malibu	A	I	2	1	3	12	6	6	6
127	Jul-18	EVB - New Smyrna Beach	Piston	SR20 - Cirrus SR-20	A	I	1	1	2	4	4	4	4
128	Jul-18	EVB - New Smyrna Beach	Piston	SR22 - Cirrus SR 22	A	I	1	2	3	4	4	8	4
129	Jul-18	EVB - New Smyrna Beach	Turbine	AC90 - Gulfstream Commander	B	I	1	0	1	4	4	0	0
130	Jul-18	EVB - New Smyrna Beach	Turbine	B350 - Beech Super King Air 350	B	II	2	2	4	12	6	12	6

TFMSC Report (Airport)

From 05/2018 To 05/2019 | Airport=EVB

#	Date	Airport	Physical Class	Aircraft	Airplane Approach Category	Airplane Design Group	Departures	Arrivals	Total Operations	Departure Seats	Average Departure Seats	Arrival Seats	Average Arrival Seats
131	Jul-18	EVB - New Smyrna Beach	Turbine	B36T - Allison 36 Turbine Bonanza	A	I	1	1	2	6	6	6	6
132	Jul-18	EVB - New Smyrna Beach	Turbine	BE20 - Beech 200 Super King	B	II	1	2	3	5	5	10	5
133	Jul-18	EVB - New Smyrna Beach	Turbine	BE9L - Beech King Air 90	B	I	2	3	5	12	6	18	6
134	Jul-18	EVB - New Smyrna Beach	Turbine	C130 - Lockheed 130 Hercules	C	IV	1	0	1	0	0	0	0
135	Jul-18	EVB - New Smyrna Beach	Turbine	C425 - Cessna 425 Corsair	B	I	1	1	2	4	4	4	4
136	Aug-18	EVB - New Smyrna Beach	-	-1 - unknown	No Data	No Data	2	2	4	0	0	0	0
137	Aug-18	EVB - New Smyrna Beach	-	H60 - Sikorsky SH-60 Seahawk	No Data	No Data	0	2	2	0	0	8	4
138	Aug-18	EVB - New Smyrna Beach	Jet	C25A - Cessna Citation CJ2	B	I	1	1	2	8	8	8	8
139	Aug-18	EVB - New Smyrna Beach	Jet	C25C - Cessna Citation CJ4	B	II	1	1	2	6	6	6	6
140	Aug-18	EVB - New Smyrna Beach	Jet	C501 - Cessna I/SP	B	I	8	5	13	48	6	30	6
141	Aug-18	EVB - New Smyrna Beach	Jet	C550 - Cessna Citation II/Bravo	B	II	3	2	5	30	10	20	10
142	Aug-18	EVB - New Smyrna Beach	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	2	2	4	16	8	16	8
143	Aug-18	EVB - New Smyrna Beach	Jet	C56X - Cessna Excel/XLS	B	II	1	1	2	15	15	15	15
144	Aug-18	EVB - New Smyrna Beach	Jet	C650 - Cessna III/VI/VII	B	II	2	1	3	12	6	6	6
145	Aug-18	EVB - New Smyrna Beach	Jet	C750 - Cessna Citation X	B	II	1	1	2	14	14	14	14
146	Aug-18	EVB - New Smyrna Beach	Jet	CL35 - Bombardier Challenger 300	C	II	5	4	9	40	8	32	8
147	Aug-18	EVB - New Smyrna Beach	Jet	F2TH - Dassault Falcon 2000	B	II	1	1	2	12	12	12	12
148	Aug-18	EVB - New Smyrna Beach	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	3	4	7	36	12	48	12
149	Aug-18	EVB - New Smyrna Beach	Jet	HS25 - BAe HS 125; British Aerospace	No Data	No Data	1	0	1	12	12	0	0
150	Aug-18	EVB - New Smyrna Beach	Piston	-1 - unknown	No Data	No Data	9	4	13	0	0	0	0
151	Aug-18	EVB - New Smyrna Beach	Piston	BE23 - Beech 23 Sundowner	A	I	1	1	2	4	4	4	4
152	Aug-18	EVB - New Smyrna Beach	Piston	BE33 - Beech Bonanza 33	A	I	2	4	6	10	5	20	5
153	Aug-18	EVB - New Smyrna Beach	Piston	BE35 - Beech Bonanza 35	A	I	2	4	6	8	4	16	4
154	Aug-18	EVB - New Smyrna Beach	Piston	BE36 - Beech Bonanza 36	A	I	7	12	19	28	4	48	4
155	Aug-18	EVB - New Smyrna Beach	Piston	BE55 - Beech Baron 55	A	I	5	4	9	30	6	24	6
156	Aug-18	EVB - New Smyrna Beach	Piston	BE58 - Beech 58	B	I	3	4	7	12	4	16	4
157	Aug-18	EVB - New Smyrna Beach	Piston	BE95 - Beech 95 Travel Air	No Data	No Data	1	0	1	4	4	0	0
158	Aug-18	EVB - New Smyrna Beach	Piston	C172 - Cessna Skyhawk 172/Cutlass	A	I	143	129	272	572	4	516	4
159	Aug-18	EVB - New Smyrna Beach	Piston	C182 - Cessna Skylane 182	A	I	7	5	12	28	4	20	4
160	Aug-18	EVB - New Smyrna Beach	Piston	C206 - Cessna 206 Stationair	B	I	1	1	2	4	4	4	4
161	Aug-18	EVB - New Smyrna Beach	Piston	C310 - Cessna 310	A	I	4	4	8	24	6	24	6
162	Aug-18	EVB - New Smyrna Beach	Piston	C414 - Cessna Chancellor 414	B	I	44	43	87	264	6	258	6
163	Aug-18	EVB - New Smyrna Beach	Piston	M20P - Mooney M-20C Ranger	A	I	2	1	3	8	4	4	4
164	Aug-18	EVB - New Smyrna Beach	Piston	P210 - Riley Super P210	A	I	2	2	4	12	6	12	6
165	Aug-18	EVB - New Smyrna Beach	Piston	P28A - Piper Cherokee	A	I	5	5	10	20	4	20	4
166	Aug-18	EVB - New Smyrna Beach	Piston	P28R - Cherokee Arrow/Turbo	A	I	0	2	2	0	0	8	4
167	Aug-18	EVB - New Smyrna Beach	Piston	P32T - Embraer Lance 2	No Data	No Data	1	1	2	6	6	6	6
168	Aug-18	EVB - New Smyrna Beach	Piston	P337 - Cessna T337G Pressurized Skymaster	No Data	No Data	2	2	4	12	6	12	6
169	Aug-18	EVB - New Smyrna Beach	Piston	PA24 - Piper PA-24	A	I	1	1	2	5	5	5	5
170	Aug-18	EVB - New Smyrna Beach	Piston	PA30 - Piper PA-30	A	I	1	0	1	6	6	0	0
171	Aug-18	EVB - New Smyrna Beach	Piston	PA32 - Piper Cherokee Six	A	I	3	3	6	18	6	18	6
172	Aug-18	EVB - New Smyrna Beach	Piston	PA44 - Piper Seminole	A	I	18	19	37	72	4	76	4
173	Aug-18	EVB - New Smyrna Beach	Piston	RV10 - Experimental	No Data	No Data	1	1	2	2	2	2	2
174	Aug-18	EVB - New Smyrna Beach	Piston	RV8 - RV-4/6/7/8; VANS	No Data	No Data	1	1	2	2	2	2	2
175	Aug-18	EVB - New Smyrna Beach	Piston	S22T - Cirrus SR-22 Turbo	A	I	1	1	2	4	4	4	4
176	Aug-18	EVB - New Smyrna Beach	Piston	SR20 - Cirrus SR-20	A	I	1	0	1	4	4	0	0
177	Aug-18	EVB - New Smyrna Beach	Piston	SR22 - Cirrus SR 22	A	I	1	2	3	4	4	8	4
178	Aug-18	EVB - New Smyrna Beach	Piston	T34P - Beech T-34B Mentor	No Data	No Data	1	1	2	2	2	2	2
179	Aug-18	EVB - New Smyrna Beach	Turbine	AC90 - Gulfstream Commander	B	I	1	1	2	4	4	4	4
180	Aug-18	EVB - New Smyrna Beach	Turbine	B350 - Beech Super King Air 350	B	II	1	1	2	6	6	6	6
181	Aug-18	EVB - New Smyrna Beach	Turbine	BE20 - Beech 200 Super King	B	II	3	2	5	15	5	10	5
182	Aug-18	EVB - New Smyrna Beach	Turbine	BE9L - Beech King Air 90	B	I	1	4	5	6	6	24	6
183	Aug-18	EVB - New Smyrna Beach	Turbine	C130 - Lockheed 130 Hercules	C	IV	2	1	3	0	0	0	0
184	Aug-18	EVB - New Smyrna Beach	Turbine	TBM7 - Socata TBM-7	A	I	1	1	2	4	4	4	4
185	Aug-18	EVB - New Smyrna Beach	Turbine	TBM8 - Socata TBM-850	A	I	1	1	2	7	7	7	7
186	Sep-18	EVB - New Smyrna Beach	-	H60 - Sikorsky SH-60 Seahawk	No Data	No Data	1	1	2	4	4	4	4
187	Sep-18	EVB - New Smyrna Beach	Jet	BE40 - Raytheon/Beech Beechjet 400/T-1	B	I	1	1	2	5	5	5	5
188	Sep-18	EVB - New Smyrna Beach	Jet	C25B - Cessna Citation CJ3	B	II	2	2	4	10	5	10	5
189	Sep-18	EVB - New Smyrna Beach	Jet	C25C - Cessna Citation CJ4	B	II	1	1	2	6	6	6	6
190	Sep-18	EVB - New Smyrna Beach	Jet	C501 - Cessna I/SP	B	I	1	1	2	6	6	6	6
191	Sep-18	EVB - New Smyrna Beach	Jet	C525 - Cessna CitationJet/CJ1	B	I	1	1	2	5	5	5	5
192	Sep-18	EVB - New Smyrna Beach	Jet	C550 - Cessna Citation II/Bravo	B	II	3	4	7	30	10	40	10
193	Sep-18	EVB - New Smyrna Beach	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	2	2	4	16	8	16	8
194	Sep-18	EVB - New Smyrna Beach	Jet	C56X - Cessna Excel/XLS	B	II	2	2	4	30	15	30	15
195	Sep-18	EVB - New Smyrna Beach	Jet	C750 - Cessna Citation X	B	II	1	1	2	14	14	14	14

TFMSC Report (Airport)

From 05/2018 To 05/2019 | Airport=EVB

#	Date	Airport	Physical Class	Aircraft	Airplane Approach Category	Airplane Design Group	Departures	Arrivals	Total Operations	Departure Seats	Average Departure Seats	Arrival Seats	Average Arrival Seats
196	Sep-18	EVB - New Smyrna Beach	Jet	CL35 - Bombardier Challenger 300	C	II	5	6	11	40	8	48	8
197	Sep-18	EVB - New Smyrna Beach	Piston	-1 - unknown	No Data	No Data	6	4	10	0	0	0	0
198	Sep-18	EVB - New Smyrna Beach	Piston	BE33 - Beech Bonanza 33	A	I	2	2	4	10	5	10	5
199	Sep-18	EVB - New Smyrna Beach	Piston	BE35 - Beech Bonanza 35	A	I	6	6	12	24	4	24	4
200	Sep-18	EVB - New Smyrna Beach	Piston	BE36 - Beech Bonanza 36	A	I	10	6	16	40	4	24	4
201	Sep-18	EVB - New Smyrna Beach	Piston	BE55 - Beech Baron 55	A	I	2	2	4	12	6	12	6
202	Sep-18	EVB - New Smyrna Beach	Piston	BE58 - Beech 58	B	I	1	1	2	4	4	4	4
203	Sep-18	EVB - New Smyrna Beach	Piston	C172 - Cessna Skyhawk 172/Cutlass	A	I	166	161	327	664	4	644	4
204	Sep-18	EVB - New Smyrna Beach	Piston	C177 - Cessna 177 Cardinal	A	I	1	1	2	4	4	4	4
205	Sep-18	EVB - New Smyrna Beach	Piston	C182 - Cessna Skylane 182	A	I	1	1	2	4	4	4	4
206	Sep-18	EVB - New Smyrna Beach	Piston	C310 - Cessna 310	A	I	0	2	2	0	0	12	6
207	Sep-18	EVB - New Smyrna Beach	Piston	C414 - Cessna Chancellor 414	B	I	30	28	58	180	6	168	6
208	Sep-18	EVB - New Smyrna Beach	Piston	DA42 - Diamond Twin Star	A	I	1	2	3	4	4	8	4
209	Sep-18	EVB - New Smyrna Beach	Piston	E300 - Extra EA-300	No Data	No Data	0	1	1	0	0	2	2
210	Sep-18	EVB - New Smyrna Beach	Piston	M20P - Mooney M-20C Ranger	A	I	1	4	5	4	4	16	4
211	Sep-18	EVB - New Smyrna Beach	Piston	M20T - Turbo Mooney M20K	A	I	1	0	1	4	4	0	0
212	Sep-18	EVB - New Smyrna Beach	Piston	MO20 - Mooney M-20	No Data	No Data	0	1	1	0	0	4	4
213	Sep-18	EVB - New Smyrna Beach	Piston	P210 - Riley Super P210	A	I	0	1	1	0	0	6	6
214	Sep-18	EVB - New Smyrna Beach	Piston	P28A - Piper Cherokee	A	I	5	5	10	20	4	20	4
215	Sep-18	EVB - New Smyrna Beach	Piston	PA28 - Piper Cherokee	A	I	1	0	1	28	28	0	0
216	Sep-18	EVB - New Smyrna Beach	Piston	PA30 - Piper PA-30	A	I	1	0	1	6	6	0	0
217	Sep-18	EVB - New Smyrna Beach	Piston	PA31 - Piper Navajo PA-31	A	I	1	2	3	8	8	16	8
218	Sep-18	EVB - New Smyrna Beach	Piston	PA32 - Piper Cherokee Six	A	I	3	0	3	18	6	0	0
219	Sep-18	EVB - New Smyrna Beach	Piston	PA34 - Piper PA-34 Seneca	A	I	1	1	2	6	6	6	6
220	Sep-18	EVB - New Smyrna Beach	Piston	PA44 - Piper Seminole	A	I	19	18	37	76	4	72	4
221	Sep-18	EVB - New Smyrna Beach	Piston	PA46 - Piper Malibu	A	I	2	3	5	12	6	18	6
222	Sep-18	EVB - New Smyrna Beach	Piston	RV10 - Experimental	No Data	No Data	1	1	2	2	2	2	2
223	Sep-18	EVB - New Smyrna Beach	Piston	RV6 - AIEP Air Beetle	No Data	No Data	1	1	2	2	2	2	2
224	Sep-18	EVB - New Smyrna Beach	Piston	S22T - Cirrus SR-22 Turbo	A	I	0	1	1	0	0	4	4
225	Sep-18	EVB - New Smyrna Beach	Piston	SR20 - Cirrus SR-20	A	I	2	0	2	8	4	0	0
226	Sep-18	EVB - New Smyrna Beach	Piston	SR22 - Cirrus SR 22	A	I	3	2	5	12	4	8	4
227	Sep-18	EVB - New Smyrna Beach	Turbine	BE20 - Beech 200 Super King	B	II	3	3	6	15	5	15	5
228	Sep-18	EVB - New Smyrna Beach	Turbine	BE30 - Raytheon 300 Super King Air	B	II	1	1	2	8	8	8	8
229	Sep-18	EVB - New Smyrna Beach	Turbine	BE9L - Beech King Air 90	B	I	1	1	2	6	6	6	6
230	Sep-18	EVB - New Smyrna Beach	Turbine	PC12 - Pilatus PC-12	A	II	3	3	6	27	9	27	9
231	Sep-18	EVB - New Smyrna Beach	Turbine	TBM7 - Socata TBM-7	A	I	1	1	2	4	4	4	4
232	Sep-18	EVB - New Smyrna Beach	Turbine	TBM8 - Socata TBM-850	A	I	0	1	1	0	0	7	7
233	Oct-18	EVB - New Smyrna Beach	-	-1 - unknown	No Data	No Data	1	1	2	0	0	0	0
234	Oct-18	EVB - New Smyrna Beach	Jet	BE40 - Raytheon/Beech Beechjet 400/T-1	B	I	1	0	1	5	5	0	0
235	Oct-18	EVB - New Smyrna Beach	Jet	C25A - Cessna Citation CJ2	B	I	1	1	2	8	8	8	8
236	Oct-18	EVB - New Smyrna Beach	Jet	C500 - Cessna 500/Citation I	B	I	0	1	1	0	0	6	6
237	Oct-18	EVB - New Smyrna Beach	Jet	C501 - Cessna I/SP	B	I	6	5	11	36	6	30	6
238	Oct-18	EVB - New Smyrna Beach	Jet	C525 - Cessna CitationJet/CJ1	B	I	2	2	4	10	5	10	5
239	Oct-18	EVB - New Smyrna Beach	Jet	C550 - Cessna Citation II/Bravo	B	II	3	3	6	30	10	30	10
240	Oct-18	EVB - New Smyrna Beach	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	3	3	6	24	8	24	8
241	Oct-18	EVB - New Smyrna Beach	Jet	C680 - Cessna Citation Sovereign	B	II	2	2	4	24	12	24	12
242	Oct-18	EVB - New Smyrna Beach	Jet	CL30 - Bombardier (Canadair) Challenger 300	C	II	1	1	2	8	8	8	8
243	Oct-18	EVB - New Smyrna Beach	Jet	CL35 - Bombardier Challenger 300	C	II	4	4	8	32	8	32	8
244	Oct-18	EVB - New Smyrna Beach	Jet	F2TH - Dassault Falcon 2000	B	II	1	1	2	12	12	12	12
245	Oct-18	EVB - New Smyrna Beach	Jet	G150 - Gulfstream G150	C	II	2	2	4	8	4	8	4
246	Oct-18	EVB - New Smyrna Beach	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	1	1	2	12	12	12	12
247	Oct-18	EVB - New Smyrna Beach	Jet	LJ31 - Bombardier Learjet 31/A/B	C	I	1	1	2	8	8	8	8
248	Oct-18	EVB - New Smyrna Beach	Jet	LJ60 - Bombardier Learjet 60	C	I	2	2	4	16	8	16	8
249	Oct-18	EVB - New Smyrna Beach	Piston	-1 - unknown	No Data	No Data	11	1	12	0	0	0	0
250	Oct-18	EVB - New Smyrna Beach	Piston	BE33 - Beech Bonanza 33	A	I	3	3	6	15	5	15	5
251	Oct-18	EVB - New Smyrna Beach	Piston	BE35 - Beech Bonanza 35	A	I	3	3	6	12	4	12	4
252	Oct-18	EVB - New Smyrna Beach	Piston	BE36 - Beech Bonanza 36	A	I	9	12	21	36	4	48	4
253	Oct-18	EVB - New Smyrna Beach	Piston	BE55 - Beech Baron 55	A	I	3	3	6	18	6	18	6
254	Oct-18	EVB - New Smyrna Beach	Piston	BE58 - Beech 58	B	I	3	6	9	12	4	24	4
255	Oct-18	EVB - New Smyrna Beach	Piston	C152 - Cessna 152	A	I	1	0	1	4	4	0	0
256	Oct-18	EVB - New Smyrna Beach	Piston	C172 - Cessna Skyhawk 172/Cutlass	A	I	191	173	364	764	4	692	4
257	Oct-18	EVB - New Smyrna Beach	Piston	C182 - Cessna Skylane 182	A	I	3	4	7	12	4	16	4
258	Oct-18	EVB - New Smyrna Beach	Piston	C210 - Cessna 210 Centurion	A	I	1	2	3	6	6	12	6
259	Oct-18	EVB - New Smyrna Beach	Piston	C310 - Cessna 310	A	I	1	1	2	6	6	6	6
260	Oct-18	EVB - New Smyrna Beach	Piston	C340 - Cessna 340	B	I	1	1	2	6	6	6	6

TFMSC Report (Airport)

From 05/2018 To 05/2019 | Airport=EVB

#	Date	Airport	Physical Class	Aircraft	Airplane Approach Category	Airplane Design Group	Departures	Arrivals	Total Operations	Departure Seats	Average Departure Seats	Arrival Seats	Average Arrival Seats
261	Oct-18	EVB - New Smyrna Beach	Piston	C414 - Cessna Chancellor 414	B	I	29	29	58	174	6	174	6
262	Oct-18	EVB - New Smyrna Beach	Piston	COL4 - Lancair LC-41 Columbia 400	A	I	0	1	1	0	0	4	4
263	Oct-18	EVB - New Smyrna Beach	Piston	DA42 - Diamond Twin Star	A	I	2	1	3	8	4	4	4
264	Oct-18	EVB - New Smyrna Beach	Piston	DC3 - Boeing (Douglas) DC 3	A	III	1	2	3	22	22	44	22
265	Oct-18	EVB - New Smyrna Beach	Piston	G2T1 - Sport Trainer/2T-1 Great Lakes	No Data	No Data	0	1	1	0	0	2	2
266	Oct-18	EVB - New Smyrna Beach	Piston	M20P - Mooney M-20C Ranger	A	I	3	5	8	12	4	20	4
267	Oct-18	EVB - New Smyrna Beach	Piston	P28A - Piper Cherokee	A	I	5	3	8	20	4	12	4
268	Oct-18	EVB - New Smyrna Beach	Piston	P28R - Cherokee Arrow/Turbo	A	I	3	2	5	12	4	8	4
269	Oct-18	EVB - New Smyrna Beach	Piston	P32T - Embraer Lance 2	No Data	No Data	1	1	2	6	6	6	6
270	Oct-18	EVB - New Smyrna Beach	Piston	PA24 - Piper PA-24	A	I	2	2	4	10	5	10	5
271	Oct-18	EVB - New Smyrna Beach	Piston	PA27 - Piper Aztec	A	I	1	0	1	4	4	0	0
272	Oct-18	EVB - New Smyrna Beach	Piston	PA31 - Piper Navajo PA-31	A	I	1	0	1	8	8	0	0
273	Oct-18	EVB - New Smyrna Beach	Piston	PA32 - Piper Cherokee Six	A	I	4	2	6	24	6	12	6
274	Oct-18	EVB - New Smyrna Beach	Piston	PA34 - Piper PA-34 Seneca	A	I	2	2	4	12	6	12	6
275	Oct-18	EVB - New Smyrna Beach	Piston	PA44 - Piper Seminole	A	I	21	22	43	84	4	88	4
276	Oct-18	EVB - New Smyrna Beach	Piston	S22T - Cirrus SR-22 Turbo	A	I	3	3	6	12	4	12	4
277	Oct-18	EVB - New Smyrna Beach	Piston	SR20 - Cirrus SR-20	A	I	2	5	7	8	4	20	4
278	Oct-18	EVB - New Smyrna Beach	Turbine	AC90 - Gulfstream Commander	B	I	1	1	2	4	4	4	4
279	Oct-18	EVB - New Smyrna Beach	Turbine	BE10 - Beech King Air 100 A/B	B	I	1	1	2	4	4	4	4
280	Oct-18	EVB - New Smyrna Beach	Turbine	BE20 - Beech 200 Super King	B	II	1	1	2	5	5	5	5
281	Oct-18	EVB - New Smyrna Beach	Turbine	BE30 - Raytheon 300 Super King Air	B	II	1	1	2	8	8	8	8
282	Oct-18	EVB - New Smyrna Beach	Turbine	BE9L - Beech King Air 90	B	I	1	1	2	6	6	6	6
283	Oct-18	EVB - New Smyrna Beach	Turbine	P46T - Piper Malibu Meridian	A	I	1	1	2	6	6	6	6
284	Oct-18	EVB - New Smyrna Beach	Turbine	TBM8 - Socata TBM-850	A	I	1	1	2	7	7	7	7
285	Nov-18	EVB - New Smyrna Beach	-	C47 - Boeing CH-47 Chinook	No Data	No Data	0	1	1	0	0	15	15
286	Nov-18	EVB - New Smyrna Beach	-	H60 - Sikorsky SH-60 Seahawk	No Data	No Data	1	0	1	4	4	0	0
287	Nov-18	EVB - New Smyrna Beach	Jet	BE40 - Raytheon/Beech Beechjet 400/T-1	B	I	1	1	2	5	5	5	5
288	Nov-18	EVB - New Smyrna Beach	Jet	C25B - Cessna Citation CJ3	B	II	1	1	2	5	5	5	5
289	Nov-18	EVB - New Smyrna Beach	Jet	C25C - Cessna Citation CJ4	B	II	4	4	8	24	6	24	6
290	Nov-18	EVB - New Smyrna Beach	Jet	C501 - Cessna I/SP	B	I	2	5	7	12	6	30	6
291	Nov-18	EVB - New Smyrna Beach	Jet	C525 - Cessna CitationJet/CJ1	B	I	1	1	2	5	5	5	5
292	Nov-18	EVB - New Smyrna Beach	Jet	C551 - Cessna Citation II/SP	B	II	1	0	1	6	6	0	0
293	Nov-18	EVB - New Smyrna Beach	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	4	4	8	32	8	32	8
294	Nov-18	EVB - New Smyrna Beach	Jet	CL35 - Bombardier Challenger 300	C	II	3	3	6	24	8	24	8
295	Nov-18	EVB - New Smyrna Beach	Jet	F2TH - Dassault Falcon 2000	B	II	1	1	2	12	12	12	12
296	Nov-18	EVB - New Smyrna Beach	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	1	1	2	12	12	12	12
297	Nov-18	EVB - New Smyrna Beach	Jet	LJ60 - Bombardier Learjet 60	C	I	1	1	2	8	8	8	8
298	Nov-18	EVB - New Smyrna Beach	Piston	-1 - unknown	No Data	No Data	3	4	7	0	0	0	0
299	Nov-18	EVB - New Smyrna Beach	Piston	BE33 - Beech Bonanza 33	A	I	5	4	9	25	5	20	5
300	Nov-18	EVB - New Smyrna Beach	Piston	BE35 - Beech Bonanza 35	A	I	4	3	7	16	4	12	4
301	Nov-18	EVB - New Smyrna Beach	Piston	BE36 - Beech Bonanza 36	A	I	3	7	10	12	4	28	4
302	Nov-18	EVB - New Smyrna Beach	Piston	BE55 - Beech Baron 55	A	I	3	7	10	18	6	42	6
303	Nov-18	EVB - New Smyrna Beach	Piston	BE58 - Beech 58	B	I	4	3	7	16	4	12	4
304	Nov-18	EVB - New Smyrna Beach	Piston	C172 - Cessna Skyhawk 172/Cutlass	A	I	174	157	331	696	4	628	4
305	Nov-18	EVB - New Smyrna Beach	Piston	C177 - Cessna 177 Cardinal	A	I	0	1	1	0	0	4	4
306	Nov-18	EVB - New Smyrna Beach	Piston	C182 - Cessna Skylane 182	A	I	2	5	7	8	4	20	4
307	Nov-18	EVB - New Smyrna Beach	Piston	C210 - Cessna 210 Centurion	A	I	1	1	2	6	6	6	6
308	Nov-18	EVB - New Smyrna Beach	Piston	C310 - Cessna 310	A	I	3	3	6	18	6	18	6
309	Nov-18	EVB - New Smyrna Beach	Piston	C340 - Cessna 340	B	I	1	1	2	6	6	6	6
310	Nov-18	EVB - New Smyrna Beach	Piston	C414 - Cessna Chancellor 414	B	I	55	54	109	330	6	324	6
311	Nov-18	EVB - New Smyrna Beach	Piston	DA42 - Diamond Twin Star	A	I	1	2	3	4	4	8	4
312	Nov-18	EVB - New Smyrna Beach	Piston	DV20 - Diamond DV-20	No Data	No Data	0	1	1	0	0	4	4
313	Nov-18	EVB - New Smyrna Beach	Piston	E300 - Extra EA-300	No Data	No Data	0	1	1	0	0	2	2
314	Nov-18	EVB - New Smyrna Beach	Piston	M20P - Mooney M-20C Ranger	A	I	7	7	14	28	4	28	4
315	Nov-18	EVB - New Smyrna Beach	Piston	M20T - Turbo Mooney M20K	A	I	1	1	2	4	4	4	4
316	Nov-18	EVB - New Smyrna Beach	Piston	P28A - Piper Cherokee	A	I	2	5	7	8	4	20	4
317	Nov-18	EVB - New Smyrna Beach	Piston	P32T - Embraer Lance 2	No Data	No Data	2	2	4	12	6	12	6
318	Nov-18	EVB - New Smyrna Beach	Piston	P337 - Cessna T337G Pressurized Skymaster	No Data	No Data	1	1	2	6	6	6	6
319	Nov-18	EVB - New Smyrna Beach	Piston	PA24 - Piper PA-24	A	I	1	0	1	5	5	0	0
320	Nov-18	EVB - New Smyrna Beach	Piston	PA32 - Piper Cherokee Six	A	I	2	2	4	12	6	12	6
321	Nov-18	EVB - New Smyrna Beach	Piston	PA34 - Piper PA-34 Seneca	A	I	2	2	4	12	6	12	6
322	Nov-18	EVB - New Smyrna Beach	Piston	PA44 - Piper Seminole	A	I	36	36	72	144	4	144	4
323	Nov-18	EVB - New Smyrna Beach	Piston	PA46 - Piper Malibu	A	I	1	1	2	6	6	6	6
324	Nov-18	EVB - New Smyrna Beach	Piston	RV10 - Experimental	No Data	No Data	1	2	3	2	2	4	2
325	Nov-18	EVB - New Smyrna Beach	Piston	S22T - Cirrus SR-22 Turbo	A	I	2	2	4	8	4	8	4

TFMSC Report (Airport)

From 05/2018 To 05/2019 | Airport=EVB

#	Date	Airport	Physical Class	Aircraft	Airplane Approach Category	Airplane Design Group	Departures	Arrivals	Total Operations	Departure Seats	Average Departure Seats	Arrival Seats	Average Arrival Seats
326	Nov-18	EVB - New Smyrna Beach	Piston	SR20 - Cirrus SR-20	A	I	2	0	2	8	4	0	0
327	Nov-18	EVB - New Smyrna Beach	Piston	SR22 - Cirrus SR 22	A	I	4	5	9	16	4	20	4
328	Nov-18	EVB - New Smyrna Beach	Turbine	AC90 - Gulfstream Commander	B	I	1	1	2	4	4	4	4
329	Nov-18	EVB - New Smyrna Beach	Turbine	BE20 - Beech 200 Super King	B	II	1	1	2	5	5	5	5
330	Nov-18	EVB - New Smyrna Beach	Turbine	BE9L - Beech King Air 90	B	I	5	5	10	30	6	30	6
331	Nov-18	EVB - New Smyrna Beach	Turbine	C130 - Lockheed 130 Hercules	C	IV	0	1	1	0	0	0	0
332	Nov-18	EVB - New Smyrna Beach	Turbine	PC12 - Pilatus PC-12	A	II	3	3	6	27	9	27	9
333	Dec-18	EVB - New Smyrna Beach	-	-1 - unknown	No Data	No Data	3	1	4	0	0	0	0
334	Dec-18	EVB - New Smyrna Beach	Jet	C25B - Cessna Citation CJ3	B	II	1	1	2	5	5	5	5
335	Dec-18	EVB - New Smyrna Beach	Jet	C501 - Cessna I/SP	B	I	4	3	7	24	6	18	6
336	Dec-18	EVB - New Smyrna Beach	Jet	C525 - Cessna CitationJet/CJ1	B	I	6	5	11	30	5	25	5
337	Dec-18	EVB - New Smyrna Beach	Jet	C550 - Cessna Citation II/Bravo	B	II	1	1	2	10	10	10	10
338	Dec-18	EVB - New Smyrna Beach	Jet	C551 - Cessna Citation II/SP	B	II	0	1	1	0	0	6	6
339	Dec-18	EVB - New Smyrna Beach	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	2	2	4	16	8	16	8
340	Dec-18	EVB - New Smyrna Beach	Jet	C56X - Cessna Excel/XLS	B	II	2	2	4	30	15	30	15
341	Dec-18	EVB - New Smyrna Beach	Jet	C68A - Cessna Citation Latitude	B	II	1	1	2	9	9	9	9
342	Dec-18	EVB - New Smyrna Beach	Jet	CL30 - Bombardier (Canadair) Challenger 300	C	II	1	1	2	8	8	8	8
343	Dec-18	EVB - New Smyrna Beach	Jet	CL35 - Bombardier Challenger 300	C	II	4	4	8	32	8	32	8
344	Dec-18	EVB - New Smyrna Beach	Jet	E55P - Embraer Phenom 300	B	II	1	1	2	8	8	8	8
345	Dec-18	EVB - New Smyrna Beach	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	1	1	2	12	12	12	12
346	Dec-18	EVB - New Smyrna Beach	Jet	LJ45 - Bombardier Learjet 45	C	I	1	1	2	10	10	10	10
347	Dec-18	EVB - New Smyrna Beach	Piston	-1 - unknown	No Data	No Data	8	1	9	0	0	0	0
348	Dec-18	EVB - New Smyrna Beach	Piston	B58T - Beechcraft Baron Turbo	No Data	No Data	1	1	2	4	4	4	4
349	Dec-18	EVB - New Smyrna Beach	Piston	BE33 - Beech Bonanza 33	A	I	4	4	8	20	5	20	5
350	Dec-18	EVB - New Smyrna Beach	Piston	BE35 - Beech Bonanza 35	A	I	2	0	2	8	4	0	0
351	Dec-18	EVB - New Smyrna Beach	Piston	BE36 - Beech Bonanza 36	A	I	12	12	24	48	4	48	4
352	Dec-18	EVB - New Smyrna Beach	Piston	BE45 - Raytheon Hawker 400	No Data	No Data	0	1	1	0	0	6	6
353	Dec-18	EVB - New Smyrna Beach	Piston	BE55 - Beech Baron 55	A	I	7	4	11	42	6	24	6
354	Dec-18	EVB - New Smyrna Beach	Piston	BE58 - Beech 58	B	I	4	3	7	16	4	12	4
355	Dec-18	EVB - New Smyrna Beach	Piston	C172 - Cessna Skyhawk 172/Cutlass	A	I	173	162	335	692	4	648	4
356	Dec-18	EVB - New Smyrna Beach	Piston	C177 - Cessna 177 Cardinal	A	I	1	1	2	4	4	4	4
357	Dec-18	EVB - New Smyrna Beach	Piston	C182 - Cessna Skylane 182	A	I	3	2	5	12	4	8	4
358	Dec-18	EVB - New Smyrna Beach	Piston	C310 - Cessna 310	A	I	5	3	8	30	6	18	6
359	Dec-18	EVB - New Smyrna Beach	Piston	C337 - Cessna Turbo Super Skymaster	No Data	No Data	1	0	1	4	4	0	0
360	Dec-18	EVB - New Smyrna Beach	Piston	C414 - Cessna Chancellor 414	B	I	63	55	118	378	6	330	6
361	Dec-18	EVB - New Smyrna Beach	Piston	COL4 - Lancair LC-41 Columbia 400	A	I	2	1	3	8	4	4	4
362	Dec-18	EVB - New Smyrna Beach	Piston	DA42 - Diamond Twin Star	A	I	1	1	2	4	4	4	4
363	Dec-18	EVB - New Smyrna Beach	Piston	M20P - Mooney M-20C Ranger	A	I	2	3	5	8	4	12	4
364	Dec-18	EVB - New Smyrna Beach	Piston	P28A - Piper Cherokee	A	I	5	4	9	20	4	16	4
365	Dec-18	EVB - New Smyrna Beach	Piston	P28B - Piper Turbo Dakota	A	I	1	1	2	4	4	4	4
366	Dec-18	EVB - New Smyrna Beach	Piston	P28R - Cherokee Arrow/Turbo	A	I	2	4	6	8	4	16	4
367	Dec-18	EVB - New Smyrna Beach	Piston	P32R - Piper 32	A	I	3	2	5	12	4	8	4
368	Dec-18	EVB - New Smyrna Beach	Piston	P337 - Cessna T337G Pressurized Skymaster	No Data	No Data	0	1	1	0	0	6	6
369	Dec-18	EVB - New Smyrna Beach	Piston	PA30 - Piper PA-30	A	I	3	3	6	18	6	18	6
370	Dec-18	EVB - New Smyrna Beach	Piston	PA31 - Piper Navajo PA-31	A	I	1	2	3	8	8	16	8
371	Dec-18	EVB - New Smyrna Beach	Piston	PA34 - Piper PA-34 Seneca	A	I	1	0	1	6	6	0	0
372	Dec-18	EVB - New Smyrna Beach	Piston	PA44 - Piper Seminole	A	I	23	22	45	92	4	88	4
373	Dec-18	EVB - New Smyrna Beach	Piston	PA46 - Piper Malibu	A	I	1	1	2	6	6	6	6
374	Dec-18	EVB - New Smyrna Beach	Piston	S22T - Cirrus SR-22 Turbo	A	I	4	4	8	16	4	16	4
375	Dec-18	EVB - New Smyrna Beach	Piston	SR22 - Cirrus SR 22	A	I	4	4	8	16	4	16	4
376	Dec-18	EVB - New Smyrna Beach	Turbine	AC90 - Gulfstream Commander	B	I	1	1	2	4	4	4	4
377	Dec-18	EVB - New Smyrna Beach	Turbine	BE30 - Raytheon 300 Super King Air	B	II	1	0	1	8	8	0	0
378	Dec-18	EVB - New Smyrna Beach	Turbine	C425 - Cessna 425 Corsair	B	I	2	2	4	8	4	8	4
379	Dec-18	EVB - New Smyrna Beach	Turbine	PC12 - Pilatus PC-12	A	II	2	2	4	18	9	18	9
380	Dec-18	EVB - New Smyrna Beach	Turbine	TBM7 - Socata TBM-7	A	I	1	1	2	4	4	4	4
381	Dec-18	EVB - New Smyrna Beach	Turbine	TBM8 - Socata TBM-850	A	I	1	1	2	7	7	7	7
382	Jan-19	EVB - New Smyrna Beach	-	-1 - unknown	No Data	No Data	4	0	4	0	0	0	0
383	Jan-19	EVB - New Smyrna Beach	Jet	BE40 - Raytheon/Beech Beechjet 400/T-1	B	I	2	2	4	10	5	10	5
384	Jan-19	EVB - New Smyrna Beach	Jet	C25A - Cessna Citation CJ2	B	I	1	1	2	8	8	8	8
385	Jan-19	EVB - New Smyrna Beach	Jet	C25C - Cessna Citation CJ4	B	II	2	2	4	12	6	12	6
386	Jan-19	EVB - New Smyrna Beach	Jet	C501 - Cessna I/SP	B	I	2	2	4	12	6	12	6
387	Jan-19	EVB - New Smyrna Beach	Jet	C510 - Cessna Citation Mustang	B	I	2	2	4	12	6	12	6
388	Jan-19	EVB - New Smyrna Beach	Jet	C525 - Cessna CitationJet/CJ1	B	I	4	4	8	20	5	20	5
389	Jan-19	EVB - New Smyrna Beach	Jet	C56X - Cessna Excel/XLS	B	II	3	3	6	45	15	45	15
390	Jan-19	EVB - New Smyrna Beach	Jet	C650 - Cessna III/VI/VII	B	II	1	1	2	6	6	6	6

TFMSC Report (Airport)

From 05/2018 To 05/2019 | Airport=EVB

#	Date	Airport	Physical Class	Aircraft	Airplane Approach Category	Airplane Design Group	Departures	Arrivals	Total Operations	Departure Seats	Average Departure Seats	Arrival Seats	Average Arrival Seats
391	Jan-19	EVB - New Smyrna Beach	Jet	CL30 - Bombardier (Canadair) Challenger 300	C	II	2	2	4	16	8	16	8
392	Jan-19	EVB - New Smyrna Beach	Jet	CL35 - Bombardier Challenger 300	C	II	2	2	4	16	8	16	8
393	Jan-19	EVB - New Smyrna Beach	Jet	EA50 - Eclipse 500	A	I	0	1	1	0	0	6	6
394	Jan-19	EVB - New Smyrna Beach	Jet	LJ45 - Bombardier Learjet 45	C	I	1	0	1	10	10	0	0
395	Jan-19	EVB - New Smyrna Beach	Jet	PRM1 - Raytheon Premier 1/390 Premier 1	B	I	3	3	6	18	6	18	6
396	Jan-19	EVB - New Smyrna Beach	Piston	-1 - unknown	No Data	No Data	8	1	9	0	0	0	0
397	Jan-19	EVB - New Smyrna Beach	Piston	AA5 - American AA-5 Traveler	A	I	1	0	1	3	3	0	0
398	Jan-19	EVB - New Smyrna Beach	Piston	BE33 - Beech Bonanza 33	A	I	5	6	11	25	5	30	5
399	Jan-19	EVB - New Smyrna Beach	Piston	BE35 - Beech Bonanza 35	A	I	1	2	3	4	4	8	4
400	Jan-19	EVB - New Smyrna Beach	Piston	BE36 - Beech Bonanza 36	A	I	9	8	17	36	4	32	4
401	Jan-19	EVB - New Smyrna Beach	Piston	BE55 - Beech Baron 55	A	I	8	4	12	48	6	24	6
402	Jan-19	EVB - New Smyrna Beach	Piston	BE58 - Beech 58	B	I	3	2	5	12	4	8	4
403	Jan-19	EVB - New Smyrna Beach	Piston	C170 - Cessna 170	No Data	No Data	0	1	1	0	0	4	4
404	Jan-19	EVB - New Smyrna Beach	Piston	C172 - Cessna Skyhawk 172/Cutlass	A	I	190	172	362	760	4	688	4
405	Jan-19	EVB - New Smyrna Beach	Piston	C182 - Cessna Skylane 182	A	I	3	3	6	12	4	12	4
406	Jan-19	EVB - New Smyrna Beach	Piston	C206 - Cessna 206 Stationair	B	I	1	1	2	4	4	4	4
407	Jan-19	EVB - New Smyrna Beach	Piston	C210 - Cessna 210 Centurion	A	I	1	1	2	6	6	6	6
408	Jan-19	EVB - New Smyrna Beach	Piston	C310 - Cessna 310	A	I	5	6	11	30	6	36	6
409	Jan-19	EVB - New Smyrna Beach	Piston	C320 - Cessna Skyknight	No Data	No Data	0	1	1	0	0	5	5
410	Jan-19	EVB - New Smyrna Beach	Piston	C340 - Cessna 340	B	I	0	1	1	0	0	6	6
411	Jan-19	EVB - New Smyrna Beach	Piston	C414 - Cessna Chancellor 414	B	I	49	48	97	294	6	288	6
412	Jan-19	EVB - New Smyrna Beach	Piston	DA42 - Diamond Twin Star	A	I	3	2	5	12	4	8	4
413	Jan-19	EVB - New Smyrna Beach	Piston	KIS4 - unknown	No Data	No Data	0	1	1	0	0	0	0
414	Jan-19	EVB - New Smyrna Beach	Piston	M20P - Mooney M-20C Ranger	A	I	2	5	7	8	4	20	4
415	Jan-19	EVB - New Smyrna Beach	Piston	M20T - Turbo Mooney M20K	A	I	1	1	2	4	4	4	4
416	Jan-19	EVB - New Smyrna Beach	Piston	P28A - Piper Cherokee	A	I	1	3	4	4	4	12	4
417	Jan-19	EVB - New Smyrna Beach	Piston	P28B - Piper Turbo Dakota	A	I	1	1	2	4	4	4	4
418	Jan-19	EVB - New Smyrna Beach	Piston	P28R - Cherokee Arrow/Turbo	A	I	1	2	3	4	4	8	4
419	Jan-19	EVB - New Smyrna Beach	Piston	P32R - Piper 32	A	I	1	0	1	4	4	0	0
420	Jan-19	EVB - New Smyrna Beach	Piston	P337 - Cessna T337G Pressurized Skymaster	No Data	No Data	1	0	1	6	6	0	0
421	Jan-19	EVB - New Smyrna Beach	Piston	PA24 - Piper PA-24	A	I	1	1	2	5	5	5	5
422	Jan-19	EVB - New Smyrna Beach	Piston	PA27 - Piper Aztec	A	I	2	1	3	8	4	4	4
423	Jan-19	EVB - New Smyrna Beach	Piston	PA30 - Piper PA-30	A	I	1	1	2	6	6	6	6
424	Jan-19	EVB - New Smyrna Beach	Piston	PA31 - Piper Navajo PA-31	A	I	4	2	6	32	8	16	8
425	Jan-19	EVB - New Smyrna Beach	Piston	PA32 - Piper Cherokee Six	A	I	1	1	2	6	6	6	6
426	Jan-19	EVB - New Smyrna Beach	Piston	PA34 - Piper PA-34 Seneca	A	I	2	1	3	12	6	6	6
427	Jan-19	EVB - New Smyrna Beach	Piston	PA44 - Piper Seminole	A	I	17	21	38	68	4	84	4
428	Jan-19	EVB - New Smyrna Beach	Piston	PA46 - Piper Malibu	A	I	3	3	6	18	6	18	6
429	Jan-19	EVB - New Smyrna Beach	Piston	RV10 - Experimental	No Data	No Data	1	1	2	2	2	2	2
430	Jan-19	EVB - New Smyrna Beach	Piston	RV9 - Experimental	No Data	No Data	0	1	1	0	0	2	2
431	Jan-19	EVB - New Smyrna Beach	Piston	S22T - Cirrus SR-22 Turbo	A	I	5	5	10	20	4	20	4
432	Jan-19	EVB - New Smyrna Beach	Piston	SR20 - Cirrus SR-20	A	I	2	1	3	8	4	4	4
433	Jan-19	EVB - New Smyrna Beach	Piston	SR22 - Cirrus SR 22	A	I	5	5	10	20	4	20	4
434	Jan-19	EVB - New Smyrna Beach	Turbine	B350 - Beech Super King Air 350	B	II	2	2	4	12	6	12	6
435	Jan-19	EVB - New Smyrna Beach	Turbine	BE30 - Raytheon 300 Super King Air	B	II	1	1	2	8	8	8	8
436	Jan-19	EVB - New Smyrna Beach	Turbine	BE9L - Beech King Air 90	B	I	1	1	2	6	6	6	6
437	Jan-19	EVB - New Smyrna Beach	Turbine	C208 - Cessna 208 Caravan	B	II	1	1	2	14	14	14	14
438	Jan-19	EVB - New Smyrna Beach	Turbine	C425 - Cessna 425 Corsair	B	I	1	1	2	4	4	4	4
439	Jan-19	EVB - New Smyrna Beach	Turbine	LNP4 - Lancair Propjet four-seat	No Data	No Data	1	0	1	4	4	0	0
440	Jan-19	EVB - New Smyrna Beach	Turbine	P46T - Piper Malibu Meridian	A	I	1	1	2	6	6	6	6
441	Jan-19	EVB - New Smyrna Beach	Turbine	PAY4 - Piper Cheyenne 400	B	I	1	1	2	4	4	4	4
442	Jan-19	EVB - New Smyrna Beach	Turbine	PC12 - Pilatus PC-12	A	II	3	3	6	27	9	27	9
443	Jan-19	EVB - New Smyrna Beach	Turbine	TBM8 - Socata TBM-850	A	I	1	1	2	7	7	7	7
444	Jan-19	EVB - New Smyrna Beach	Turbine	TBM9 - Socata TBM	A	I	3	2	5	21	7	14	7
445	Feb-19	EVB - New Smyrna Beach	-	-1 - unknown	No Data	No Data	3	1	4	0	0	0	0
446	Feb-19	EVB - New Smyrna Beach	Jet	BE40 - Raytheon/Beech Beechjet 400/T-1	B	I	1	1	2	5	5	5	5
447	Feb-19	EVB - New Smyrna Beach	Jet	C25C - Cessna Citation CJ4	B	II	2	2	4	12	6	12	6
448	Feb-19	EVB - New Smyrna Beach	Jet	C501 - Cessna I/SP	B	I	3	4	7	18	6	24	6
449	Feb-19	EVB - New Smyrna Beach	Jet	C525 - Cessna CitationJet/CJ1	B	I	2	2	4	10	5	10	5
450	Feb-19	EVB - New Smyrna Beach	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	2	2	4	16	8	16	8
451	Feb-19	EVB - New Smyrna Beach	Jet	C56X - Cessna Excel/XLS	B	II	1	1	2	15	15	15	15
452	Feb-19	EVB - New Smyrna Beach	Jet	C650 - Cessna III/VI/VII	B	II	1	1	2	6	6	6	6
453	Feb-19	EVB - New Smyrna Beach	Jet	C680 - Cessna Citation Sovereign	B	II	2	2	4	24	12	24	12
454	Feb-19	EVB - New Smyrna Beach	Jet	C68A - Cessna Citation Latitude	B	II	1	1	2	9	9	9	9
455	Feb-19	EVB - New Smyrna Beach	Jet	CL35 - Bombardier Challenger 300	C	II	3	3	6	24	8	24	8

TFMSC Report (Airport)

From 05/2018 To 05/2019 | Airport=EVB

#	Date	Airport	Physical Class	Aircraft	Airplane Approach Category	Airplane Design Group	Departures	Arrivals	Total Operations	Departure Seats	Average Departure Seats	Arrival Seats	Average Arrival Seats
456	Feb-19	EVB - New Smyrna Beach	Jet	FA50 - Dassault Falcon/Mystère 50	B	II	2	2	4	24	12	24	12
457	Feb-19	EVB - New Smyrna Beach	Jet	G150 - Gulfstream G150	C	II	1	1	2	4	4	4	4
458	Feb-19	EVB - New Smyrna Beach	Jet	LJ60 - Bombardier Learjet 60	C	I	2	2	4	16	8	16	8
459	Feb-19	EVB - New Smyrna Beach	Jet	PRM1 - Raytheon Premier 1/390 Premier 1	B	I	1	2	3	6	6	12	6
460	Feb-19	EVB - New Smyrna Beach	Piston	-1 - unknown	No Data	No Data	6	3	9	0	0	0	0
461	Feb-19	EVB - New Smyrna Beach	Piston	AA5 - American AA-5 Traveler	A	I	1	1	2	3	3	3	3
462	Feb-19	EVB - New Smyrna Beach	Piston	AC11 - North American Commander 112	A	I	1	1	2	4	4	4	4
463	Feb-19	EVB - New Smyrna Beach	Piston	BE33 - Beech Bonanza 33	A	I	3	3	6	15	5	15	5
464	Feb-19	EVB - New Smyrna Beach	Piston	BE35 - Beech Bonanza 35	A	I	5	5	10	20	4	20	4
465	Feb-19	EVB - New Smyrna Beach	Piston	BE36 - Beech Bonanza 36	A	I	8	6	14	32	4	24	4
466	Feb-19	EVB - New Smyrna Beach	Piston	BE55 - Beech Baron 55	A	I	5	4	9	30	6	24	6
467	Feb-19	EVB - New Smyrna Beach	Piston	BE58 - Beech 58	B	I	4	4	8	16	4	16	4
468	Feb-19	EVB - New Smyrna Beach	Piston	BE60 - Beech 60 Duke	B	I	1	1	2	6	6	6	6
469	Feb-19	EVB - New Smyrna Beach	Piston	C170 - Cessna 170	No Data	No Data	3	1	4	12	4	4	4
470	Feb-19	EVB - New Smyrna Beach	Piston	C172 - Cessna Skyhawk 172/Cutlass	A	I	227	211	438	908	4	844	4
471	Feb-19	EVB - New Smyrna Beach	Piston	C177 - Cessna 177 Cardinal	A	I	1	1	2	4	4	4	4
472	Feb-19	EVB - New Smyrna Beach	Piston	C182 - Cessna Skylane 182	A	I	4	3	7	16	4	12	4
473	Feb-19	EVB - New Smyrna Beach	Piston	C210 - Cessna 210 Centurion	A	I	4	2	6	24	6	12	6
474	Feb-19	EVB - New Smyrna Beach	Piston	C310 - Cessna 310	A	I	5	5	10	30	6	30	6
475	Feb-19	EVB - New Smyrna Beach	Piston	C340 - Cessna 340	B	I	1	1	2	6	6	6	6
476	Feb-19	EVB - New Smyrna Beach	Piston	C414 - Cessna Chancellor 414	B	I	42	40	82	252	6	240	6
477	Feb-19	EVB - New Smyrna Beach	Piston	M20P - Mooney M-20C Ranger	A	I	7	6	13	28	4	24	4
478	Feb-19	EVB - New Smyrna Beach	Piston	P28A - Piper Cherokee	A	I	6	2	8	24	4	8	4
479	Feb-19	EVB - New Smyrna Beach	Piston	P28R - Cherokee Arrow/Turbo	A	I	1	2	3	4	4	8	4
480	Feb-19	EVB - New Smyrna Beach	Piston	P28U - unknown	No Data	No Data	1	1	2	28	28	28	28
481	Feb-19	EVB - New Smyrna Beach	Piston	P32R - Piper 32	A	I	5	4	9	20	4	16	4
482	Feb-19	EVB - New Smyrna Beach	Piston	P32T - Embraer Lance 2	No Data	No Data	1	1	2	6	6	6	6
483	Feb-19	EVB - New Smyrna Beach	Piston	P337 - Cessna T337G Pressurized Skymaster	No Data	No Data	2	2	4	12	6	12	6
484	Feb-19	EVB - New Smyrna Beach	Piston	PA27 - Piper Aztec	A	I	1	1	2	4	4	4	4
485	Feb-19	EVB - New Smyrna Beach	Piston	PA30 - Piper PA-30	A	I	1	0	1	6	6	0	0
486	Feb-19	EVB - New Smyrna Beach	Piston	PA31 - Piper Navajo PA-31	A	I	3	3	6	24	8	24	8
487	Feb-19	EVB - New Smyrna Beach	Piston	PA34 - Piper PA-34 Seneca	A	I	1	0	1	6	6	0	0
488	Feb-19	EVB - New Smyrna Beach	Piston	PA44 - Piper Seminole	A	I	30	31	61	120	4	124	4
489	Feb-19	EVB - New Smyrna Beach	Piston	PA46 - Piper Malibu	A	I	1	3	4	6	6	18	6
490	Feb-19	EVB - New Smyrna Beach	Piston	RV10 - Experimental	No Data	No Data	1	2	3	2	2	4	2
491	Feb-19	EVB - New Smyrna Beach	Piston	SR20 - Cirrus SR-20	A	I	1	0	1	4	4	0	0
492	Feb-19	EVB - New Smyrna Beach	Piston	SR22 - Cirrus SR 22	A	I	1	1	2	4	4	4	4
493	Feb-19	EVB - New Smyrna Beach	Turbine	B350 - Beech Super King Air 350	B	II	1	1	2	6	6	6	6
494	Feb-19	EVB - New Smyrna Beach	Turbine	B60T - Beechcraft 60 Royal Turbine Duke	No Data	No Data	1	1	2	5	5	5	5
495	Feb-19	EVB - New Smyrna Beach	Turbine	BE20 - Beech 200 Super King	B	II	3	2	5	15	5	10	5
496	Feb-19	EVB - New Smyrna Beach	Turbine	BE9L - Beech King Air 90	B	I	2	2	4	12	6	12	6
497	Feb-19	EVB - New Smyrna Beach	Turbine	C27J - Alenia C-27J Spartan	No Data	No Data	1	0	1	15	15	0	0
498	Feb-19	EVB - New Smyrna Beach	Turbine	KODI - Quest Kodiak	A	I	0	1	1	0	0	4	4
499	Feb-19	EVB - New Smyrna Beach	Turbine	MU2 - Mitsubishi Marquise/Solitaire	A	I	2	2	4	12	6	12	6
500	Feb-19	EVB - New Smyrna Beach	Turbine	P46T - Piper Malibu Meridian	A	I	1	1	2	6	6	6	6
501	Feb-19	EVB - New Smyrna Beach	Turbine	PAY2 - Piper Cheyenne 2	B	I	1	1	2	6	6	6	6
502	Feb-19	EVB - New Smyrna Beach	Turbine	PC12 - Pilatus PC-12	A	II	1	0	1	9	9	0	0
503	Feb-19	EVB - New Smyrna Beach	Turbine	TBM7 - Socata TBM-7	A	I	0	1	1	0	0	4	4
504	Feb-19	EVB - New Smyrna Beach	Turbine	TBM8 - Socata TBM-850	A	I	4	4	8	28	7	28	7
505	Feb-19	EVB - New Smyrna Beach	Turbine	TBM9 - Socata TBM	A	I	1	0	1	7	7	0	0
506	Mar-19	EVB - New Smyrna Beach	-	-1 - unknown	No Data	No Data	1	0	1	0	0	0	0
507	Mar-19	EVB - New Smyrna Beach	Jet	BE40 - Raytheon/Beech Beechjet 400/T-1	B	I	1	1	2	5	5	5	5
508	Mar-19	EVB - New Smyrna Beach	Jet	C25A - Cessna Citation CJ2	B	I	1	1	2	8	8	8	8
509	Mar-19	EVB - New Smyrna Beach	Jet	C25C - Cessna Citation CJ4	B	II	4	4	8	24	6	24	6
510	Mar-19	EVB - New Smyrna Beach	Jet	C501 - Cessna I/SP	B	I	3	3	6	18	6	18	6
511	Mar-19	EVB - New Smyrna Beach	Jet	C525 - Cessna CitationJet/CJ1	B	I	2	2	4	10	5	10	5
512	Mar-19	EVB - New Smyrna Beach	Jet	C550 - Cessna Citation II/Bravo	B	II	3	2	5	30	10	20	10
513	Mar-19	EVB - New Smyrna Beach	Jet	C551 - Cessna Citation II/SP	B	II	0	1	1	0	0	6	6
514	Mar-19	EVB - New Smyrna Beach	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	7	6	13	56	8	48	8
515	Mar-19	EVB - New Smyrna Beach	Jet	C56X - Cessna Excel/XLS	B	II	2	2	4	30	15	30	15
516	Mar-19	EVB - New Smyrna Beach	Jet	C680 - Cessna Citation Sovereign	B	II	1	1	2	12	12	12	12
517	Mar-19	EVB - New Smyrna Beach	Jet	C68A - Cessna Citation Latitude	B	II	1	1	2	9	9	9	9
518	Mar-19	EVB - New Smyrna Beach	Jet	CL35 - Bombardier Challenger 300	C	II	3	3	6	24	8	24	8
519	Mar-19	EVB - New Smyrna Beach	Jet	E545 - Embraer EMB-545 Legacy 450	B	II	1	1	2	8	8	8	8
520	Mar-19	EVB - New Smyrna Beach	Jet	F2TH - Dassault Falcon 2000	B	II	1	1	2	12	12	12	12

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#	Date	Airport	Physical Class	Aircraft	Airplane Approach Category	Airplane Design Group	Departures	Arrivals	Total Operations	Departure Seats	Average Departure Seats	Arrival Seats	Average Arrival Seats
521	Mar-19	EVB - New Smyrna Beach	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	3	3	6	36	12	36	12
522	Mar-19	EVB - New Smyrna Beach	Jet	LJ31 - Bombardier Learjet 31/A/B	C	I	2	2	4	16	8	16	8
523	Mar-19	EVB - New Smyrna Beach	Jet	LJ60 - Bombardier Learjet 60	C	I	1	1	2	8	8	8	8
524	Mar-19	EVB - New Smyrna Beach	Jet	PRM1 - Raytheon Premier 1/390 Premier 1	B	I	3	2	5	18	6	12	6
525	Mar-19	EVB - New Smyrna Beach	Jet	SF50 - Cirrus Vision SF50	No Data	No Data	1	1	2	7	7	7	7
526	Mar-19	EVB - New Smyrna Beach	Piston	-1 - unknown	No Data	No Data	9	1	10	0	0	0	0
527	Mar-19	EVB - New Smyrna Beach	Piston	BE23 - Beech 23 Sundowner	A	I	0	1	1	0	0	4	4
528	Mar-19	EVB - New Smyrna Beach	Piston	BE33 - Beech Bonanza 33	A	I	4	7	11	20	5	35	5
529	Mar-19	EVB - New Smyrna Beach	Piston	BE35 - Beech Bonanza 35	A	I	6	10	16	24	4	40	4
530	Mar-19	EVB - New Smyrna Beach	Piston	BE36 - Beech Bonanza 36	A	I	17	18	35	68	4	72	4
531	Mar-19	EVB - New Smyrna Beach	Piston	BE55 - Beech Baron 55	A	I	4	7	11	24	6	42	6
532	Mar-19	EVB - New Smyrna Beach	Piston	BE58 - Beech 58	B	I	7	7	14	28	4	28	4
533	Mar-19	EVB - New Smyrna Beach	Piston	BT36 - Beechcraft Bonanza	No Data	No Data	1	1	2	5	5	5	5
534	Mar-19	EVB - New Smyrna Beach	Piston	C172 - Cessna Skyhawk 172/Cutlass	A	I	290	274	564	1,160	4	1,096	4
535	Mar-19	EVB - New Smyrna Beach	Piston	C177 - Cessna 177 Cardinal	A	I	1	2	3	4	4	8	4
536	Mar-19	EVB - New Smyrna Beach	Piston	C182 - Cessna Skylane 182	A	I	3	5	8	12	4	20	4
537	Mar-19	EVB - New Smyrna Beach	Piston	C210 - Cessna 210 Centurion	A	I	1	1	2	6	6	6	6
538	Mar-19	EVB - New Smyrna Beach	Piston	C310 - Cessna 310	A	I	4	4	8	24	6	24	6
539	Mar-19	EVB - New Smyrna Beach	Piston	C414 - Cessna Chancellor 414	B	I	70	66	136	420	6	396	6
540	Mar-19	EVB - New Smyrna Beach	Piston	COL4 - Lancair LC-41 Columbia 400	A	I	1	0	1	4	4	0	0
541	Mar-19	EVB - New Smyrna Beach	Piston	DA40 - Diamond Star DA40	A	I	0	1	1	0	0	6	6
542	Mar-19	EVB - New Smyrna Beach	Piston	DA42 - Diamond Twin Star	A	I	2	1	3	8	4	4	4
543	Mar-19	EVB - New Smyrna Beach	Piston	M20P - Mooney M-20C Ranger	A	I	5	5	10	20	4	20	4
544	Mar-19	EVB - New Smyrna Beach	Piston	M20T - Turbo Mooney M20K	A	I	2	3	5	8	4	12	4
545	Mar-19	EVB - New Smyrna Beach	Piston	M600 - Piper PA-46 M600	No Data	No Data	1	1	2	5	5	5	5
546	Mar-19	EVB - New Smyrna Beach	Piston	P28A - Piper Cherokee	A	I	4	3	7	16	4	12	4
547	Mar-19	EVB - New Smyrna Beach	Piston	P28R - Cherokee Arrow/Turbo	A	I	0	2	2	0	0	8	4
548	Mar-19	EVB - New Smyrna Beach	Piston	P28S - Airborne Piper Turbo Arrow 3	No Data	No Data	0	1	1	0	0	0	0
549	Mar-19	EVB - New Smyrna Beach	Piston	P32R - Piper 32	A	I	3	2	5	12	4	8	4
550	Mar-19	EVB - New Smyrna Beach	Piston	P32T - Embraer Lance 2	No Data	No Data	1	1	2	6	6	6	6
551	Mar-19	EVB - New Smyrna Beach	Piston	PA24 - Piper PA-24	A	I	1	1	2	5	5	5	5
552	Mar-19	EVB - New Smyrna Beach	Piston	PA31 - Piper Navajo PA-31	A	I	1	0	1	8	8	0	0
553	Mar-19	EVB - New Smyrna Beach	Piston	PA32 - Piper Cherokee Six	A	I	3	3	6	18	6	18	6
554	Mar-19	EVB - New Smyrna Beach	Piston	PA34 - Piper PA-34 Seneca	A	I	2	3	5	12	6	18	6
555	Mar-19	EVB - New Smyrna Beach	Piston	PA44 - Piper Seminole	A	I	13	12	25	52	4	48	4
556	Mar-19	EVB - New Smyrna Beach	Piston	PA46 - Piper Malibu	A	I	4	4	8	24	6	24	6
557	Mar-19	EVB - New Smyrna Beach	Piston	RV10 - Experimental	No Data	No Data	1	1	2	2	2	2	2
558	Mar-19	EVB - New Smyrna Beach	Piston	RV8 - RV-4/6/7/8; VANS	No Data	No Data	0	1	1	0	0	2	2
559	Mar-19	EVB - New Smyrna Beach	Piston	S22T - Cirrus SR-22 Turbo	A	I	3	4	7	12	4	16	4
560	Mar-19	EVB - New Smyrna Beach	Piston	SR20 - Cirrus SR-20	A	I	3	4	7	12	4	16	4
561	Mar-19	EVB - New Smyrna Beach	Piston	SR22 - Cirrus SR 22	A	I	4	3	7	16	4	12	4
562	Mar-19	EVB - New Smyrna Beach	Piston	T210 - Cessna T210M	A	I	1	1	2	2	2	2	2
563	Mar-19	EVB - New Smyrna Beach	Piston	T34P - Beech T-34B Mentor	No Data	No Data	0	1	1	0	0	2	2
564	Mar-19	EVB - New Smyrna Beach	Turbine	AC90 - Gulfstream Commander	B	I	0	1	1	0	0	4	4
565	Mar-19	EVB - New Smyrna Beach	Turbine	BE9L - Beech King Air 90	B	I	2	2	4	12	6	12	6
566	Mar-19	EVB - New Smyrna Beach	Turbine	C441 - Cessna Conquest	B	II	1	1	2	6	6	6	6
567	Mar-19	EVB - New Smyrna Beach	Turbine	MU2 - Mitsubishi Marquise/Solitaire	A	I	1	1	2	6	6	6	6
568	Mar-19	EVB - New Smyrna Beach	Turbine	P46T - Piper Malibu Meridian	A	I	2	3	5	12	6	18	6
569	Mar-19	EVB - New Smyrna Beach	Turbine	PC12 - Pilatus PC-12	A	II	1	1	2	9	9	9	9
570	Mar-19	EVB - New Smyrna Beach	Turbine	TBM7 - Socata TBM-7	A	I	0	1	1	0	0	4	4
571	Mar-19	EVB - New Smyrna Beach	Turbine	TBM8 - Socata TBM-850	A	I	3	3	6	21	7	21	7
572	Mar-19	EVB - New Smyrna Beach	Turbine	TBM9 - Socata TBM	A	I	1	0	1	7	7	0	0
573	Apr-19	EVB - New Smyrna Beach	Jet	BE40 - Raytheon/Beech Beechjet 400/T-1	B	I	1	1	2	5	5	5	5
574	Apr-19	EVB - New Smyrna Beach	Jet	C25A - Cessna Citation CJ2	B	I	2	2	4	16	8	16	8
575	Apr-19	EVB - New Smyrna Beach	Jet	C25C - Cessna Citation CJ4	B	II	1	1	2	6	6	6	6
576	Apr-19	EVB - New Smyrna Beach	Jet	C501 - Cessna I/SP	B	I	3	3	6	18	6	18	6

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#	Date	Airport	Physical Class	Aircraft	Airplane Approach Category	Airplane Design Group	Departures	Arrivals	Total Operations	Departure Seats	Average Departure Seats	Arrival Seats	Average Arrival Seats
577	Apr-19	EVB - New Smyrna Beach	Jet	C550 - Cessna Citation II/Bravo	B	II	1	1	2	10	10	10	10
578	Apr-19	EVB - New Smyrna Beach	Jet	C551 - Cessna Citation II/SP	B	II	1	1	2	6	6	6	6
579	Apr-19	EVB - New Smyrna Beach	Jet	C560 - Cessna Citation V/Ultra/Encore	B	II	1	1	2	8	8	8	8
580	Apr-19	EVB - New Smyrna Beach	Jet	C56X - Cessna Excel/XLS	B	II	1	1	2	15	15	15	15
581	Apr-19	EVB - New Smyrna Beach	Jet	C680 - Cessna Citation Sovereign	B	II	2	2	4	24	12	24	12
582	Apr-19	EVB - New Smyrna Beach	Jet	CL30 - Bombardier (Canadair) Challenger 300	C	II	3	3	6	24	8	24	8
583	Apr-19	EVB - New Smyrna Beach	Jet	CL35 - Bombardier Challenger 300	C	II	6	6	12	48	8	48	8
584	Apr-19	EVB - New Smyrna Beach	Jet	E545 - Embraer EMB-545 Legacy 450	B	II	3	3	6	24	8	24	8
585	Apr-19	EVB - New Smyrna Beach	Jet	E55P - Embraer Phenom 300	B	II	5	5	10	40	8	40	8
586	Apr-19	EVB - New Smyrna Beach	Jet	F2TH - Dassault Falcon 2000	B	II	2	2	4	24	12	24	12
587	Apr-19	EVB - New Smyrna Beach	Jet	H25B - BAe HS 125/700-800/Hawker 800	C	I	1	1	2	12	12	12	12
588	Apr-19	EVB - New Smyrna Beach	Jet	HDJT - HONDA HA-420 HondaJet	B	I	0	1	1	0	0	5	5
589	Apr-19	EVB - New Smyrna Beach	Jet	PRM1 - Raytheon Premier 1/390 Premier 1	B	I	2	2	4	12	6	12	6
590	Apr-19	EVB - New Smyrna Beach	Piston	-1 - unknown	No Data	No Data	9	5	14	0	0	0	0
591	Apr-19	EVB - New Smyrna Beach	Piston	BE33 - Beech Bonanza 33	A	I	8	5	13	40	5	25	5
592	Apr-19	EVB - New Smyrna Beach	Piston	BE35 - Beech Bonanza 35	A	I	6	3	9	24	4	12	4
593	Apr-19	EVB - New Smyrna Beach	Piston	BE36 - Beech Bonanza 36	A	I	9	12	21	36	4	48	4
594	Apr-19	EVB - New Smyrna Beach	Piston	BE55 - Beech Baron 55	A	I	6	5	11	36	6	30	6
595	Apr-19	EVB - New Smyrna Beach	Piston	BE58 - Beech 58	B	I	3	2	5	12	4	8	4
596	Apr-19	EVB - New Smyrna Beach	Piston	C172 - Cessna Skyhawk 172/Cutlass	A	I	211	194	405	844	4	776	4
597	Apr-19	EVB - New Smyrna Beach	Piston	C182 - Cessna Skylane 182	A	I	3	3	6	12	4	12	4
598	Apr-19	EVB - New Smyrna Beach	Piston	C206 - Cessna 206 Stationair	B	I	1	0	1	4	4	0	0
599	Apr-19	EVB - New Smyrna Beach	Piston	C210 - Cessna 210 Centurion	A	I	1	1	2	6	6	6	6
600	Apr-19	EVB - New Smyrna Beach	Piston	C310 - Cessna 310	A	I	2	2	4	12	6	12	6
601	Apr-19	EVB - New Smyrna Beach	Piston	C337 - Cessna Turbo Super Skymaster	No Data	No Data	1	1	2	4	4	4	4
602	Apr-19	EVB - New Smyrna Beach	Piston	C414 - Cessna Chancellor 414	B	I	66	65	131	396	6	390	6
603	Apr-19	EVB - New Smyrna Beach	Piston	DA40 - Diamond Star DA40	A	I	1	1	2	6	6	6	6
604	Apr-19	EVB - New Smyrna Beach	Piston	DA42 - Diamond Twin Star	A	I	1	2	3	4	4	8	4
605	Apr-19	EVB - New Smyrna Beach	Piston	DC3 - Boeing (Douglas) DC 3	A	III	2	1	3	44	22	22	22
606	Apr-19	EVB - New Smyrna Beach	Piston	LGEZ - Rutan 61 Long-EZ	No Data	No Data	1	1	2	2	2	2	2
607	Apr-19	EVB - New Smyrna Beach	Piston	M20P - Mooney M-20C Ranger	A	I	4	3	7	16	4	12	4
608	Apr-19	EVB - New Smyrna Beach	Piston	NAVI - C335	No Data	No Data	1	1	2	4	4	4	4
609	Apr-19	EVB - New Smyrna Beach	Piston	P28A - Piper Cherokee	A	I	2	1	3	8	4	4	4
610	Apr-19	EVB - New Smyrna Beach	Piston	P28R - Cherokee Arrow/Turbo	A	I	1	1	2	4	4	4	4
611	Apr-19	EVB - New Smyrna Beach	Piston	P32T - Embraer Lance 2	No Data	No Data	1	1	2	6	6	6	6
612	Apr-19	EVB - New Smyrna Beach	Piston	P337 - Cessna T337G Pressurized Skymaster	No Data	No Data	1	1	2	6	6	6	6
613	Apr-19	EVB - New Smyrna Beach	Piston	PA24 - Piper PA-24	A	I	1	1	2	5	5	5	5
614	Apr-19	EVB - New Smyrna Beach	Piston	PA27 - Piper Aztec	A	I	1	0	1	4	4	0	0
615	Apr-19	EVB - New Smyrna Beach	Piston	PA31 - Piper Navajo PA-31	A	I	1	0	1	8	8	0	0
616	Apr-19	EVB - New Smyrna Beach	Piston	PA32 - Piper Cherokee Six	A	I	2	2	4	12	6	12	6
617	Apr-19	EVB - New Smyrna Beach	Piston	PA44 - Piper Seminole	A	I	24	22	46	96	4	88	4
618	Apr-19	EVB - New Smyrna Beach	Piston	PA46 - Piper Malibu	A	I	3	3	6	18	6	18	6
619	Apr-19	EVB - New Smyrna Beach	Piston	RV4 - Experimental	No Data	No Data	1	2	3	2	2	4	2
620	Apr-19	EVB - New Smyrna Beach	Piston	RV8 - RV-4/6/7/8; VANS	No Data	No Data	1	0	1	2	2	0	0
621	Apr-19	EVB - New Smyrna Beach	Piston	S22T - Cirrus SR-22 Turbo	A	I	1	1	2	4	4	4	4
622	Apr-19	EVB - New Smyrna Beach	Piston	SR20 - Cirrus SR-20	A	I	2	0	2	8	4	0	0
623	Apr-19	EVB - New Smyrna Beach	Piston	SR22 - Cirrus SR 22	A	I	6	4	10	24	4	16	4
624	Apr-19	EVB - New Smyrna Beach	Piston	T210 - Cessna T210M	A	I	1	1	2	2	2	2	2
625	Apr-19	EVB - New Smyrna Beach	Piston	T34P - Beech T-34B Mentor	No Data	No Data	2	1	3	4	2	2	2
626	Apr-19	EVB - New Smyrna Beach	Turbine	AC90 - Gulfstream Commander	B	I	2	1	3	8	4	4	4
627	Apr-19	EVB - New Smyrna Beach	Turbine	B350 - Beech Super King Air 350	B	II	4	4	8	24	6	24	6
628	Apr-19	EVB - New Smyrna Beach	Turbine	B36T - Allison 36 Turbine Bonanza	A	I	0	1	1	0	0	6	6
629	Apr-19	EVB - New Smyrna Beach	Turbine	BE20 - Beech 200 Super King	B	II	6	7	13	30	5	35	5
630	Apr-19	EVB - New Smyrna Beach	Turbine	BE30 - Raytheon 300 Super King Air	B	II	2	1	3	16	8	8	8
631	Apr-19	EVB - New Smyrna Beach	Turbine	BE9L - Beech King Air 90	B	I	2	2	4	12	6	12	6
632	Apr-19	EVB - New Smyrna Beach	Turbine	EVOT - Lancair Evolution Turbine	A	I	1	0	1	0	0	0	0
633	Apr-19	EVB - New Smyrna Beach	Turbine	P46T - Piper Malibu Meridian	A	I	1	1	2	6	6	6	6
634	Apr-19	EVB - New Smyrna Beach	Turbine	PC12 - Pilatus PC-12	A	II	1	1	2	9	9	9	9
635	Apr-19	EVB - New Smyrna Beach	Turbine	TBM7 - Socata TBM-7	A	I	0	1	1	0	0	4	4
636	Apr-19	EVB - New Smyrna Beach	Turbine	TBM8 - Socata TBM-850	A	I	1	1	2	7	7	7	7
637	Apr-19	EVB - New Smyrna Beach	Turbine	TBM9 - Socata TBM	A	I	0	1	1	0	0	7	7
Total:							**4,535**	**4,267**	**8,802**	**21,215**	**4**	**20,227**	**4**

Report created on Mon Jun 17 12:18:01 EDT 2019

Sources: Traffic Flow Management System Counts (TFMSC), Aviation System Performance Metrics (ASPM)

APPENDIX E
DETAILED ORDER OF MAGNITUDE COST ESTIMATES

Preliminary Cost Estimate for Projects to be Constructed Within 5 Years

Alternative 1A- Shift Sunset Drive for Approach Slope

Item	Description	Quanitity	Units	Unit Price	Extension
	CIVIL ITEMS				
1	New Road Asphalt (2.50") (Relocated Sunset Dr.)	1,115	TN	$150	$167,250
2	New Road Base Course	8,125	SY	$50	$406,250
3	Pavement Demolition & Restoration (Old Sunset Dr.)	3,980	SY	$50	$199,000
4	10' fill to meet pavement (plus 50' each side of road)	128,593	CY	$20	$2,571,860
5	Dredging (4' in depth) (plus 50' each side of road)	9,956	CY	$75	$746,700
6	Cofferdam	5,540	LF	$1,000	$5,540,000
7	Building Removal/Relocation	2	AL	$2,000,000	$4,000,000
8	Wetland Mitigation	8	Acre	$500,000	$4,000,000
				Civil Subtotal:	**$17,631,060**
9	Earthwork (15% of Civil Subtotal)	1	AL	$2,644,659	$2,644,659
10	Drainage (20% of Civil Subtotal)	1	AL	$3,526,212	$3,526,212
11	Permitting (5% Civil Subtotal)	1	AL	$881,553	$881,553
12	Pavement Markings (3% of Civil Subtotal)	1	AL	$528,932	$528,932
				Civil Total:	**$25,212,416**
	GENERAL CONSTRUCTION ITEMS				
13	Mobilization (12% Civil Total)	1	AL	$3,025,490	$3,025,490
14	Project Survey (2% Civil Total)	1	AL	$504,248	$504,248
15	Quality Control (4% Civil Total)	1	AL	$1,008,497	$1,008,497
16	Erosion Control (3% Civil Total)	1	AL	$756,372	$756,372
17	Safety and Security (2% Civil Total)	1	AL	$504,248	$504,248
18	Legal (7% Civil Total)	1	AL	$1,764,869	$1,764,869
				Construction Total:	**$32,776,141**
	PROJECT SOFT COSTS				
19	Project Design (12% of Construction Costs)	1	AL	$3,933,137	$3,933,137
20	Construction Administration and Inspection (13% of Construction Costs)	1	AL	$4,260,898	$4,260,898
21	Contingency (25% of Construction Costs)	1	AL	$8,194,035	$8,194,035
				Project Grand Total:	**$49,164,211**
				Project Grand Total (Rounded):	**$49,170,000**

Preliminary Cost Estimate for Projects to be Constructed Within 5 Years

Alternative 1B- Relocate U.S. 1 for Approach Slope - 710' US-1 Shift

Item	Description	Quanitity	Units	Unit Price	Extension
	CIVIL ITEMS				
	New Road Asphalt (6") (Relocated US-1)	9,618	TN	$150	$1,442,700
	New Road Base Course	29,206	SY	$50	$1,460,300
	Pavement Demolition & Restoration (Old US-1)	9,267	SY	$50	$463,350
	10' fill to meet pavement (plus 50' each side of road)	197,037	CY	$20	$3,940,740
	Dredging (4' in depth) (plus 50' each side of road)	78,815	CY	$75	$5,911,125
	Cofferdam	4,924	LF	$1,000	$4,924,000
	Wetland Mitigation	12.2	Acre	$500,000	$6,100,000
				Civil Subtotal:	**$24,242,215**
	Earthwork (15% of Civil Subtotal)	1	AL	$3,636,332	$3,636,332
	Drainage (20% of Civil Subtotal)	1	AL	$4,848,443	$4,848,443
	Permitting (5% Civil Subtotal)	1	AL	$1,212,111	$1,212,111
	Pavement Markings (3% of Civil Subtotal)	1	AL	$727,266	$727,266
				Civil Total:	**$34,666,367**
	GENERAL CONSTRUCTION ITEMS				
	Mobilization (12% Civil Total)	1	AL	$4,159,964	$4,159,964
	Project Survey (2% Civil Total)	1	AL	$693,327	$693,327
	Quality Control (4% Civil Total)	1	AL	$1,386,655	$1,386,655
	Erosion Control (3% Civil Total)	1	AL	$1,039,991	$1,039,991
	Safety and Security (2% Civil Total)	1	AL	$693,327	$693,327
	Legal (7% Civil Total)	1	AL	$2,426,646	$2,426,646
				Construction Total:	**$45,066,278**
	PROJECT SOFT COSTS				
	Project Design (12% of Construction Costs)	1	AL	$5,407,953	$5,407,953
	Construction Administration and Inspection (13% of Construction Costs)	1	AL	$5,858,616	$5,858,616
	Contingency (25% of Construction Costs)	1	AL	$11,266,569	$11,266,569
				Project Grand Total:	**$67,599,417**
				Project Grand Total (Rounded):	**$67,600,000**

Preliminary Cost Estimate for Projects to be Constructed Within 5 Years

Alternative 2C- Relocate Sunset Drive for RPZ - Bridge

Item	Description	Quanitity	Units	Unit Price	Extension
	CIVIL ITEMS				
1	New Bridge (1,750' X 42') (lump sum estimate)	73,500	SF	$200	$14,700,000
2	Pavement Demolition & Restoration (Old Sunset Dr.)	3,980	SY	$50	$199,000
3	Dredging (4' in depth)	10,900	CY	$75	$817,500
4	Wetland Mitigation	2	Acres	$500,000	$1,000,000
5	Building Removal/Relocation	1	AL	$2,000,000	$2,000,000
				Civil Subtotal:	**$18,716,500**
6	Earthwork (15% of Civil Subtotal)	1	AL	$2,807,475	$2,807,475
7	Drainage (20% of Civil Subtotal)	1	AL	$3,743,300	$3,743,300
8	Permitting (5% Civil Subtotal)	1	AL	$935,825	$935,825
9	Pavement Markings (3% of Civil Subtotal)	1	AL	$561,495	$561,495
				Civil Total:	**$26,764,595**
	GENERAL CONSTRUCTION ITEMS				
10	Mobilization (12% Civil Total)	1	AL	$3,211,751	$3,211,751
11	Project Survey (2% Civil Total)	1	AL	$535,292	$535,292
12	Quality Control (4% Civil Total)	1	AL	$1,070,584	$1,070,584
13	Erosion Control (3% Civil Total)	1	AL	$802,938	$802,938
14	Safety and Security (2% Civil Total)	1	AL	$535,292	$535,292
15	Legal (7% Civil Total)	1	AL	$1,873,522	$1,873,522
				Construction Total:	**$34,793,974**
	PROJECT SOFT COSTS				
16	Project Design (12% of Construction Costs)	1	AL	$4,175,277	$4,175,277
17	Construction Administration and Inspection (13% of Construction Costs)	1	AL	$4,523,217	$4,523,217
18	Contingency (25% of Construction Costs)	1	AL	$8,698,493	$8,698,493
				Project Grand Total:	**$52,190,960**
		Project Grand Total (Rounded):			**$52,200,000**

Preliminary Cost Estimate for Projects to be Constructed Within 5 Years

Alternative 1D- Relocate U.S. 1 for RPZ - 1230' US-1 Shift

Item	Description	Quanitity	Units	Unit Price	Extension
	CIVIL ITEMS				
1	New Road Asphalt (6") (Relocated US-1)	12,321	TN	$150	$1,848,150
2	New Road Asphalt (2.5") (Plant/Neighborhood realignment)	2,801	TN	$150	$420,150
3	New Road Base Course (All)	36,558	SY	$50	$1,827,900
4	Pavement Demolition & Restoration (Old US-1)	9,267	SY	$50	$463,350
5	10' fill to meet pavement (plus 50' each side of road)	253,333	CY	$20	$5,066,660
6	Dredging (4' in depth) (plus 50' each side of road)	78,815	CY	$75	$5,911,125
7	Cofferdam	8,266	LF	$1,000	$8,266,000
8	Wetland Mitigation	7.4	Acre	$500,000	$3,715,000
				Civil Subtotal:	**$27,518,335**
9	Earthwork (15% of Civil Subtotal)	1	AL	$4,127,750	$4,127,750
10	Drainage (20% of Civil Subtotal)	1	AL	$5,503,667	$5,503,667
11	Permitting (5% Civil Subtotal)	1	AL	$1,375,917	$1,375,917
12	Pavement Markings (3% of Civil Subtotal)	1	AL	$825,550	$825,550
				Civil Total:	**$39,351,219**
	GENERAL CONSTRUCTION ITEMS				
13	Mobilization (12% Civil Total)	1	AL	$4,722,146	$4,722,146
14	Project Survey (2% Civil Total)	1	AL	$787,024	$787,024
15	Quality Control (4% Civil Total)	1	AL	$1,574,049	$1,574,049
16	Erosion Control (3% Civil Total)	1	AL	$1,180,537	$1,180,537
17	Safety and Security (2% Civil Total)	1	AL	$787,024	$787,024
18	Legal (7% Civil Total)	1	AL	$2,754,585	$2,754,585
				Construction Total:	**$51,156,585**
	PROJECT SOFT COSTS				
19	Project Design (12% of Construction Costs)	1	AL	$6,138,790	$6,138,790
20	Construction Administration and Inspection (13% of Construction Costs)	1	AL	$6,650,356	$6,650,356
21	Contingency (25% of Construction Costs)	1	AL	$12,789,146	$12,789,146
				Project Grand Total:	**$76,734,877**
				Project Grand Total (Rounded):	**$76,740,000**

Preliminary Cost Estimate for Projects to be Constructed Within 5 Years

Alternative 2A- Tunnel Beneath Runway 7

Item	Description	Quanitity	Units	Unit Price	Extension
	CIVIL ITEMS				
1	520' ramp down to tunnel (per side)	1,040	LF	$60,000	$62,400,000
2	1050' tunnel	1,050	LF	$70,000	$73,500,000
3	Residential Access Relocation	7	AL	$1,000,000	$7,000,000
				Civil Subtotal:	**$142,900,000**
4	Earthwork (15% of Civil Subtotal)	1	AL	$21,435,000	$21,435,000
5	Drainage (20% of Civil Subtotal)	1	AL	$28,580,000	$28,580,000
6	Permitting (5% Civil Subtotal)	1	AL	$7,145,000	$7,145,000
7	Pavement Markings (3% of Civil Subtotal)	1	AL	$4,287,000	$4,287,000
				Civil Total:	**$204,347,000**
	GENERAL CONSTRUCTION ITEMS				
8	Mobilization (12% Civil Total)	1	AL	$24,521,640	$24,521,640
9	Project Survey (2% Civil Total)	1	AL	$4,086,940	$4,086,940
10	Quality Control (4% Civil Total)	1	AL	$8,173,880	$8,173,880
11	Erosion Control (3% Civil Total)	1	AL	$6,130,410	$6,130,410
12	Safety and Security (2% Civil Total)	1	AL	$4,086,940	$4,086,940
13	Legal (7% Civil Total)	1	AL	$14,304,290	$14,304,290
				Construction Total:	**$265,651,100**
	PROJECT SOFT COSTS				
14	Project Design (12% of Construction Costs)	1	AL	$31,878,132	$31,878,132
15	Construction Administration and Inspection (13% of Construction Costs)	1	AL	$34,534,643	$34,534,643
16	Contingency (25% of Construction Costs)	1	AL	$66,412,775	$66,412,775
				Project Grand Total:	**$398,476,650**
				Project Grand Total (Rounded):	**$398,480,000**

Preliminary Cost Estimate for Projects to be Constructed Within 5 Years

Alternative 2B- Tunnel Below Runway 25 - US 1 Tunnel

Item	Description	Quanitity	Units	Unit Price	Extension
	CIVIL ITEMS				
1	1170' ramp down to tunnel (per side)	2,340	LF	$60,000	$140,400,000
2	1250' tunnel	1,250	LF	$70,000	$87,500,000
3	Building Access Relocation	6	AL	$1,000,000	$6,000,000
4	New Plant Access Road- Asphalt (2.5")	495	TN	$150	$74,250
5	New Plant Access Road Base	3,605	SY	$50	$180,250
6	10' fill to meet pavement (plus 50' each side of road)	55,111	CY	$20	$1,102,220
7	Dredging (4' in depth) (plus 50' each side of road)	22,044	CY	$75	$1,653,300
8	Cofferdam	2,350	LF	$1,000	$2,350,000
9	Wetland Mitigation	3.4	Acre	$500,000	$1,700,000
				Civil Subtotal:	**$240,960,020**
10	Earthwork (15% of Civil Subtotal)	1	AL	$36,144,003	$36,144,003
11	Drainage (20% of Civil Subtotal)	1	AL	$48,192,004	$48,192,004
12	Permitting (5% Civil Subtotal)	1	AL	$12,048,001	$12,048,001
13	Pavement Markings (3% of Civil Subtotal)	1	AL	$7,228,801	$7,228,801
				Civil Total:	**$344,572,829**
	GENERAL CONSTRUCTION ITEMS				
14	Mobilization (12% Civil Total)	1	AL	$41,348,739	$41,348,739
15	Project Survey (2% Civil Total)	1	AL	$6,891,457	$6,891,457
16	Quality Control (4% Civil Total)	1	AL	$13,782,913	$13,782,913
17	Erosion Control (3% Civil Total)	1	AL	$10,337,185	$10,337,185
18	Safety and Security (2% Civil Total)	1	AL	$6,891,457	$6,891,457
19	Legal (7% Civil Total)	1	AL	$24,120,098	$24,120,098
				Construction Total:	**$447,944,677**
	PROJECT SOFT COSTS				
20	Project Design (12% of Construction Costs)	1	AL	$53,753,361	$53,753,361
21	Construction Administration and Inspection (13% of Construction Costs)	1	AL	$58,232,808	$58,232,808
22	Contingency (25% of Construction Costs)	1	AL	$111,986,169	$111,986,169
				Project Grand Total:	**$671,917,016**
				Project Grand Total (Rounded):	**$671,920,000**

Preliminary Cost Estimate for Projects to be Constructed Within 5 Years

Alternative 3- Closure of Sunset Drive Without Bridge

Item	Description	Quanitity	Units	Unit Price	Extension
	CIVIL ITEMS				
1	Asphalt Surface Course (6") Runway Extension	1,527	TN	$150	$229,050
2	Aggregate Base Course	4,638	SY	$50	$231,900
3	Stabilized Subbase Course	4,638	SY	$25	$115,950
4	Pavement Demolition & Restoration	4,638	SY	$15	$69,570
5	10' fill to meet 4:1 toe of slope	40,916	CY	$20	$818,320
6	Dredging (5' in depth)	20,458	CY	$75	$1,534,350
7	Cofferdam	1,473	LF	$1,000	$1,473,000
8	Building Removal/Relocation	2	AL	$2,000,000	$4,000,000
9	Wetland Mitigation	2.5	Acre	$500,000	$1,270,000
				Civil Subtotal:	**$9,742,140**
10	Earthwork (15% of Civil Subtotal)	1	AL	$1,461,321	$1,461,321
11	Drainage (20% of Civil Subtotal)	1	AL	$1,948,428	$1,948,428
12	Permitting (5% Civil Subtotal)	1	AL	$487,107	$487,107
13	Pavement Markings (3% of Civil Subtotal)	1	AL	$292,264	$292,264
14	Electrical (5% of Civil Subtotal)	1	AL	$487,107	$487,107
				Civil Total:	**$14,418,367**
	GENERAL CONSTRUCTION ITEMS				
15	Mobilization (12% Civil Total)	1	AL	$1,730,204	$1,730,204
16	Project Survey (2% Civil Total)	1	AL	$288,367	$288,367
17	Quality Control (4% Civil Total)	1	AL	$576,735	$576,735
18	Erosion Control (3% Civil Total)	1	AL	$432,551	$432,551
19	Safety and Security (2% Civil Total)	1	AL	$288,367	$288,367
20	Legal (7% Civil Total)	1	AL	$1,009,286	$1,009,286
				Construction Total:	**$18,743,877**
	PROJECT SOFT COSTS				
21	Project Design (12% of Construction Costs)	1	AL	$2,249,265	$2,249,265
22	Construction Administration and Inspection (13% of Construction Costs)	1	AL	$2,436,704	$2,436,704
23	Contingency (25% of Construction Costs)	1	AL	$4,685,969	$4,685,969
				Project Grand Total:	**$28,115,816**
		Project Grand Total (Rounded):			**$28,120,000**

Preliminary Cost Estimate for Projects to be Constructed Within 5 Years

Alternative 5A- EMAS on Runway 7 With Bridge

Item	Description	Quanitity	Units	Unit Price	Extension
	CIVIL ITEMS				
1	New Bridge (1,750' X 42') (lump sum estimate)	73,500	SF	$200	$14,700,000
2	Pavement Demolition & Restoration (Old Sunset Dr.)	3,980	SY	$50	$199,000
3	Dredging (4' in depth)	10,900	CY	$75	$817,500
4	Wetland Mitigation	2	Acres	$500,000	$1,000,000
5	Building Removal/Relocation	1	AL	$2,000,000	$2,000,000
6	New EMAS (See individual detail cost estimate)	1	AL	$5,834,068	$5,834,068
				Civil Subtotal:	**$24,550,568**
7	Earthwork (15% of Civil Subtotal)	1	AL	$3,682,585	$3,682,585
8	Drainage (20% of Civil Subtotal)	1	AL	$4,910,114	$4,910,114
9	Permitting (5% Civil Subtotal)	1	AL	$1,227,528	$1,227,528
10	Pavement Markings (3% of Civil Subtotal)	1	AL	$736,517	$736,517
				Civil Total:	**$35,107,312**
	GENERAL CONSTRUCTION ITEMS				
11	Mobilization (12% Civil Total)	1	AL	$4,212,877	$4,212,877
12	Project Survey (2% Civil Total)	1	AL	$702,146	$702,146
13	Quality Control (4% Civil Total)	1	AL	$1,404,292	$1,404,292
14	Erosion Control (3% Civil Total)	1	AL	$1,053,219	$1,053,219
15	Safety and Security (2% Civil Total)	1	AL	$702,146	$702,146
16	Legal (7% Civil Total)	1	AL	$2,457,512	$2,457,512
				Construction Total:	**$45,639,506**
	PROJECT SOFT COSTS				
17	Project Design (12% of Construction Costs)	1	AL	$5,476,741	$5,476,741
18	Construction Administration and Inspection (13% of Construction Costs)	1	AL	$5,933,136	$5,933,136
19	Contingency (25% of Construction Costs)	1	AL	$11,409,876	$11,409,876
				Project Grand Total:	**$68,459,259**
				Project Grand Total (Rounded):	**$68,460,000**

Preliminary Cost Estimate for Projects to be Constructed Within 5 Years

Alternative 5B- EMAS/US-1 Shift

Item	Description	Quanitity	Units	Unit Price	Extension
	CIVIL ITEMS				
1	New Road Asphalt (6") (Relocated US-1)	12,321	TN	$150	$1,848,150
2	New Road Asphalt (2.5") (Plant/Neighborhood realignment)	2,801	TN	$150	$420,150
3	New Road Base Course (All)	36,558	SY	$50	$1,827,900
4	Pavement Demolition & Restoration (Old US-1)	9,267	SY	$50	$463,350
5	10' fill to meet pavement (plus 50' each side of road)	253,333	CY	$20	$5,066,660
6	Dredging (4' in depth) (plus 50' each side of road)	78,815	CY	$75	$5,911,125
7	Cofferdam	8,266	LF	$1,000	$8,266,000
8	Wetland Mitigation	7.4	Acre	$500,000	$3,715,000
9	New EMAS (See individual EMAS detail cost estimate)	1	AL	$5,834,068	$5,834,068
				Civil Subtotal:	**$33,352,403**
10	Earthwork (15% of Civil Subtotal)	1	AL	$5,002,860	$5,002,860
11	Drainage (20% of Civil Subtotal)	1	AL	$6,670,481	$6,670,481
12	Permitting (5% Civil Subtotal)	1	AL	$1,667,620	$1,667,620
13	Pavement Markings (3% of Civil Subtotal)	1	AL	$1,000,572	$1,000,572
				Civil Total:	**$47,693,936**
	GENERAL CONSTRUCTION ITEMS				
14	Mobilization (12% Civil Total)	1	AL	$5,723,272	$5,723,272
15	Project Survey (2% Civil Total)	1	AL	$953,879	$953,879
16	Quality Control (4% Civil Total)	1	AL	$1,907,757	$1,907,757
17	Erosion Control (3% Civil Total)	1	AL	$1,430,818	$1,430,818
18	Safety and Security (2% Civil Total)	1	AL	$953,879	$953,879
19	Legal (7% Civil Total)	1	AL	$3,338,576	$3,338,576
				Construction Total:	**$62,002,117**
	PROJECT SOFT COSTS				
20	Project Design (12% of Construction Costs)	1	AL	$7,440,254	$7,440,254
21	Construction Administration and Inspection (13% of Construction Costs)	1	AL	$8,060,275	$8,060,275
22	Contingency (25% of Construction Costs)	1	AL	$15,500,529	$15,500,529
				Project Grand Total:	**$93,003,176**
		Project Grand Total (Rounded):			**$93,010,000**

Preliminary Cost Estimate for Projects to be Constructed Within 5 Years

Alternative 6A - Runway Shift Option #1

Item	Description	Quanitity	Units	Unit Price	Extension
	CIVIL ITEMS				
1	Relocation of Runway (lump sum)	375,000	SF	$200	$75,000,000
2	Wetland Mitigation	8.4	Acre	$500,000	$4,215,000
3	Economic Impacts	3,000,000	SF	$10	$30,000,000
				Civil Subtotal:	**$109,215,000**
4	Earthwork (15% of Civil Subtotal)	1	AL	$16,382,250	$16,382,250
5	Drainage (20% of Civil Subtotal)	1	AL	$21,843,000	$21,843,000
6	Permitting (5% Civil Subtotal)	1	AL	$5,460,750	$5,460,750
7	Pavement Markings (3% of Civil Subtotal)	1	AL	$3,276,450	$3,276,450
				Civil Total:	**$156,177,450**
	ELECTRICAL ITEMS				
8	Electrical Demolition (15% of Civil Total)	1	AL	$25,769,279	$25,769,279
9	Vault Modifications (10% of Civil Total)	1	AL	$15,617,745	$15,617,745
10	Ground Rods/Lightening Protection (5% of Civil Total)	1	AL	$8,589,760	$8,589,760
11	Temp Lights/NAVAIDS (1% of Civil Total)	1	AL	$1,717,952	$1,717,952
				Electrical Total:	**$206,154,234**
	GENERAL CONSTRUCTION ITEMS				
12	Mobilization (12% Electrical Total)	1	AL	$24,738,508	$24,738,508
13	Project Survey (2% Electrical Total)	1	AL	$4,123,085	$4,123,085
14	Quality Control (4% Electrical Total)	1	AL	$8,246,169	$8,246,169
15	Erosion Control (3% Electrical Total)	1	AL	$6,184,627	$6,184,627
16	Safety and Security (2% Electrical Total)	1	AL	$123,693	$123,693
17	Legal (7% Electrical Total)	1	AL	$14,430,796	$14,430,796
				Construction Total:	**$264,001,112**
	PROJECT SOFT COSTS				
18	Project Design (12% of Construction Costs)	1	AL	$31,680,133	$31,680,133
19	Construction Administration and Inspection (13% of Construction Costs)	1	AL	$34,320,145	$34,320,145
20	Contingency (25% of Construction Costs)	1	AL	$66,000,278	$66,000,278
				Project Grand Total:	**$396,001,668**
				Project Grand Total (Rounded):	**$396,010,000**

Preliminary Cost Estimate for Projects to be Constructed Within 5 Years

Alternative 6B- Runway Shift Option #2

Item	Description	Quanitity	Units	Unit Price	Extension
	CIVIL ITEMS				
1	Relocation of Runway (lump sum)	375,000	SF	$200	$75,000,000
2	Wetland Mitigation	9.5	Acre	$500,000	$4,770,000
3	Economic Impacts	3,000,000	SF	$10	$30,000,000
				Civil Subtotal:	**$109,770,000**
4	Earthwork (15% of Civil Subtotal)	1	AL	$16,465,500	$16,465,500
5	Drainage (20% of Civil Subtotal)	1	AL	$21,954,000	$21,954,000
6	Permitting (5% Civil Subtotal)	1	AL	$5,488,500	$5,488,500
7	Pavement Markings (3% of Civil Subtotal)	1	AL	$3,293,100	$3,293,100
				Civil Total:	**$156,971,100**
	ELECTRICAL ITEMS				
8	Electrical Demolition (15% of Civil Total)	1	AL	$25,900,232	$25,900,232
9	Vault Modifications (10% of Civil Total)	1	AL	$15,697,110	$15,697,110
10	Ground Rods/Lightening Protection (5% of Civil Total)	1	AL	$8,633,411	$8,633,411
11	Temp Lights/NAVAIDS (1% of Civil Total)	1	AL	$1,726,682	$1,726,682
				Electrical Total:	**$207,201,852**
	GENERAL CONSTRUCTION ITEMS				
12	Mobilization (12% Electrical Total)	1	AL	$24,864,222	$24,864,222
13	Project Survey (2% Electrical Total)	1	AL	$4,144,037	$4,144,037
14	Quality Control (4% Electrical Total)	1	AL	$8,288,074	$8,288,074
15	Erosion Control (3% Electrical Total)	1	AL	$6,216,056	$6,216,056
16	Safety and Security (2% Electrical Total)	1	AL	$124,321	$124,321
17	Legal (7% Electrical Total)	1	AL	$14,504,130	$14,504,130
				Construction Total:	**$265,342,692**
	PROJECT SOFT COSTS				
18	Project Design (12% of Construction Costs)	1	AL	$31,841,123	$31,841,123
19	Construction Administration and Inspection (13% of Construction Costs)	1	AL	$34,494,550	$34,494,550
20	Contingency (25% of Construction Costs)	1	AL	$66,335,673	$66,335,673
				Project Grand Total:	**$398,014,038**
				Project Grand Total (Rounded):	**$398,020,000**

Preliminary Cost Estimate for Projects to be Constructed Within 5 Years
Alternative 7 - Extend Runway 11

Item	Description	Quantity	Units	Unit Price	Extension
	CIVIL ITEMS				
1	Asphalt Surface Course (4")	15,412	TN	$150	$2,311,800
2	Aggregate Base Course (8")	70,199	SY	$50	$3,509,950
3	Stabilized Subbase Course (6")	70,199	SY	$25	$1,754,975
4	Sodding	11,500	SY	$10	$115,000
5	Pavement Demolition	59,447	SY	$15	$891,705
				Civil Subtotal:	$8,583,430
6	Earthwork (15% of Civil Subtotal)	1	AL	$1,287,515	$1,287,515
7	Drainage (20% of Civil Subtotal)	1	AL	$1,716,686	$1,716,686
8	Permitting (2% Civil Subtotal)	1	AL	$171,669	$171,669
9	Pavement Markings (3% of Civil Subtotal)	1	AL	$257,503	$257,503
				Civil Total:	**$ 14,855,060**
	ELECTRICAL ITEMS				
10	Taxiway or Runway Lights	120	EA	$1,000	$120,000
11	Taxiway or Runway Signs	50	EA	$6,000	$300,000
12	Electrical Conduit and Counterpoise	12,850	LF	$10	$128,500
13	Electrical Wire	30,840	LF	$6	$185,040
				Electrical Subtotal:	**$548,500**
14	Electrical Demolition (15% of Civil Total)	1	AL	$ 2,228,259	$ 2,228,259
15	Vault Modifications (10% of Civil Total)	1	AL	$ 1,485,506	$ 1,485,506
16	Ground rods/Lightening Protection (5% of Civil Total)	1	AL	$ 742,753	$ 742,753
17	Temp Lights/NAVAIDS (1% of Civil Total)	1	AL	$ 148,551	$ 148,551
				Electrical Total:	**$ 4,605,069**
	GENERAL CONSTRUCTION ITEMS				
18	Mobilization Total (12% of Electrical Total)	1	AL	$ 552,608	$ 552,608
19	Project Survey (2% of Electrical Total)	1	AL	$ 92,101	$ 92,101
20	Quality Control(4% of Electrical Total)	1	AL	$ 184,203	$ 184,203
21	Erosion Control (3% of Electrical Total)	1	AL	$ 138,152	$ 138,152
22	Safety And Security (2% of Electrical Total)	1	AL	$ 92,101	$ 92,101
23	Legal (7% of Electrical Total)	1	AL	$ 322,355	$ 322,355
24	Demolition of Residences in RPZ	7	EA	$ 35,000	$ 245,000
25	Fencing Around New Property	3000	LF	$ 35	$ 105,000
				General Construction Subtotal:	**$ 1,731,521**
				Construction Total:	**$ 21,191,649**
	PROJECT SOFT COSTS				
26	Project Design (12% of Construction Costs)	1	AL	$ 2,542,998	$ 2,542,998
27	Construction Administration ad Administration(13% of Construction Costs)	1	AL	$ 2,754,914	$ 2,754,914
28	Contingency (25% of Construction Costs)	1	AL	$ 5,297,912	$ 5,297,912
				Project Soft Costs Total:	$ 31,787,474
29	Purchase of Residences in RPZ	7	EA AVG	$ 181,030	$ 1,267,212
				Project Grand Total:	$ 33,054,686
				Project Grand Total (Rounded):	**$ 33,055,000**

Preliminary Cost Estimate for Projects to be Constructed Within 5 Years
Alternative 7 - Extend Runway 11

Item	Description	Quantity	Units	Unit Price	Extension
	CIVIL ITEMS				
1	Extension of Runway 11	68,550	SF	$ 200	$ 13,710,000
				Civil Subtotal:	**$ 13,710,000**
	Earthwork (15% of Civil Subtotal)	1	AL	$ 2,056,500	$ 2,056,500
	Drainage (20% of Civil Subtotal)	1	AL	$ 2,742,000	$ 2,742,000
	Permitting (5% of Civil Subtotal)	1	AL	$ 685,500	$ 685,500
	Pavement Markings (3% of Civil Subtotal)	1	AL	$ 411,300	$ 411,300
				Civil Total:	**$ 19,194,000**
	ELECTRICAL ITEMS				
	Electrical Demolition (15% of Civil Total)	1	AL	$ 2,879,100	$ 2,879,100
	Vault Modifications (10% of Civil Total)	1	AL	$ 1,919,400	$ 1,919,400
	Ground rods/Lightening Protection (5% of Civil Total)	1	AL	$ 959,700	$ 959,700
	Temp Lights/NAVAIDS (1% of Civil Total)	1	AL	$ 191,940	$ 191,940
				Electrical Total:	**$ 5,950,140**
	GENERAL CONSTRUCTION ITEMS				
	Mobilization Total (12% of Electrical Total)	1	AL	$ 714,017	$ 714,017
	Project Survey (2% of Electrical Total)	1	AL	$ 119,003	$ 119,003
	Quality Control(4% of Electrical Total)	1	AL	$ 238,006	$ 238,006
	Erosion Control (3% of Electrical Total)	1	AL	$ 178,504	$ 178,504
	Safety And Security (2% of Electrical Total)	1	AL	$ 119,003	$ 119,003
	Legal (7% of Electrical Total)	1	AL	$ 416,510	$ 416,510
	Demolition of Residences in RPZ	33	EA	$ 35,000	$ 1,155,000
	Fencing Around New Property	3000	LF	$ 35	$ 105,000
				General Construction Subtotal:	**$ 3,045,042**
				Construction Total:	**$ 28,189,182**
	PROJECT SOFT COSTS				
	Project Design (12% of Construction Costs)	1	AL	$ 3,382,702	$ 3,382,702
	Construction Administration ad Administration(13% of Construction Costs)	1	AL	$ 3,664,594	$ 3,664,594
	Contingency (25% of Construction Costs)	1	AL	$ 7,047,296	$ 7,047,296
				Project Soft Costs Total:	$ 42,283,773
	Purchase of Residences in RPZ	33	EA AVG	$ 183,758	$ 6,064,000
				Project Grand Total:	$ 48,347,773
				Project Grand Total (Rounded):	**$ 48,348,000**

Preliminary Cost Estimate for Projects to be Constructed Within 5 Years
Alternative 9 Extension of Runway 7

Item	Description	Quanitity	Units	Unit Price	Extension
	CIVIL ITEMS				
1	Asphalt Surface Course	649	TN	$150	$97,350
2	Aggregate Base Course	2,954	SY	$50	$147,700
3	Stabilized Subbase Course	2,954	SY	$25	$73,850
4	Sodding	338	SY	$10	$3,380
5	Pavement Demolition	8,348	SY	$15	$125,220
6	Pavement Milling	0	SY	$4	$0
				Civil Subtotal:	**$447,500**
7	Earthwork (15% of Civil Subtotal)	1	AL	$67,125	$67,125
8	Drainage (20% of Civil Subtotal)	1	AL	$89,500	$89,500
9	Permitting (2% Civil Subtotal)	1	AL	$8,950	$8,950
10	Pavement Markings (3% of Civil Subtotal)	1	AL	$13,425	$13,425
				Civil Total:	**$626,500**
	ELECTRICAL ITEMS				
11	Taxiway or Runway Lights	6	EA	$1,000	$6,000
12	Taxiway or Runway Signs	2	EA	$6,000	$12,000
13	Electrical Conduit and Counterpoise	800	LF	$10	$8,000
14	Electrical Wire	1,920	LF	$6	$11,520
				Electrical Subtotal:	**$37,520**
15	Electrical Demolition (15% of Electrical Subtotal)	1	AL	$5,628	$5,628
16	Vault Modifications (10% of Electrical Subtotal)	1	AL	$3,752	$3,752
17	Ground Rods/Lightening Protection (5% of Electrical Subtotal)	1	AL	$1,876	$1,876
18	Temp Lights/NAVAIDS (1% of Electrical Subtotal)	1	AL	$375	$375
				Electrical Total:	**$48,776**
	PROJECT SPECIFIC ITEMS				
19	TBD, i.e. Compass Calibration	1	AL	$0	$0
20	TBD, i.e. New Approach Lighting System	1	AL	$0	$0
				Construction Subtotal:	**$675,276**
	GENERAL CONSTRUCTION ITEMS				
21	Mobilization (12% Construction Subtotal)	1	AL	$81,033	$81,033
22	Project Survey (2% Construction Subtotal)	1	AL	$13,506	$13,506
23	Quality Control (4% Construction Subtotal)	1	AL	$27,011	$27,011
24	Erosion Control (3% Construction Subtotal)	1	AL	$20,258	$20,258
25	Safety and Security (2% Construction Subtotal)	1	AL	$13,506	$13,506
				Construction Total:	**$830,589**
	PROJECT SOFT COSTS				
26	Project Design (12% of Construction Costs)	1	AL	$99,671	$99,671
27	Construction Administration and Inspection (13% of Construction Costs)	1	AL	$107,977	$107,977
28	Contingency (15% of Construction Costs)	1	AL	$124,588	$124,588
				Project Grand Total:	**$1,162,825**
				Project Grand Total (Rounded):	**$1,170,000**

Preliminary Cost Estimate for Projects to be Constructed Within 5 Years
Alternative 9: Extension of Runway 25

Item	Description	Quanitity	Units	Unit Price	Extension
	CIVIL ITEMS				
1	Asphalt Surface Course (4")	1,133	TN	$150	$169,950
2	Aggregate Base Course (8")	5,159	SY	$50	$257,950
3	Stabilized Subbase Course (6")	5,159	SY	$25	$128,975
4	Sodding	563	SY	$10	$5,630
5	Pavement Demolition	1,242	SY	$15	$18,630
6	Pavement Milling	0	SY	$4	$0
				Civil Subtotal:	**$581,135**
7	Earthwork (15% of Civil Subtotal)	1	AL	$87,170	$87,170
8	Drainage (20% of Civil Subtotal)	1	AL	$116,227	$116,227
9	Permitting (2% Civil Subtotal)	1	AL	$11,623	$11,623
10	Pavement Markings (3% of Civil Subtotal)	1	AL	$17,434	$17,434
				Civil Total:	**$813,589**
	ELECTRICAL ITEMS				
11	Taxiway or Runway Lights	8	EA	$1,000	$8,000
12	Taxiway or Runway Signs	2	EA	$6,000	$12,000
13	Electrical Conduit and Counterpoise	1,000	LF	$10	$10,000
14	Electrical Wire	2,400	LF	$6	$14,400
				Electrical Subtotal:	**$44,400**
15	Electrical Demolition (15% of Electrical Subtotal)	1	AL	$6,660	$6,660
16	Vault Modifications (10% of Electrical Subtotal)	1	AL	$4,440	$4,440
17	Ground Rods/Lightening Protection (5% of Electrical Subtotal)	1	AL	$2,220	$2,220
18	Temp Lights/NAVAIDS (1% of Electrical Subtotal)	1	AL	$444	$444
				Electrical Total:	**$57,720**
	PROJECT SPECIFIC ITEMS				
19	TBD, i.e. Compass Calibration	1	AL	$0	$0
20	TBD, i.e. New Approach Lighting System	1	AL	$0	$0
				Construction Subtotal:	**$871,309**
	GENERAL CONSTRUCTION ITEMS				
21	Mobilization (12% Construction Subtotal)	1	AL	$104,557	$104,557
22	Project Survey (2% Construction Subtotal)	1	AL	$17,426	$17,426
23	Quality Control (4% Construction Subtotal)	1	AL	$34,852	$34,852
24	Erosion Control (3% Construction Subtotal)	1	AL	$26,139	$26,139
25	Safety and Security (2% Construction Subtotal)	1	AL	$17,426	$17,426
				Construction Total:	**$1,071,710**
	PROJECT SOFT COSTS				
26	Project Design (12% of Construction Costs)	1	AL	$128,605	$128,605
27	Construction Administration and Inspection (13% of Construction Costs)	1	AL	$139,322	$139,322
28	Contingency (15% of Construction Costs)	1	AL	$160,757	$160,757
				Project Grand Total:	**$1,500,394**
				Project Grand Total (Rounded):	**$1,510,000**

APPENDIX F
CORRESPONDENCE

HIGGINBOTHAM
AVIATION, L.L.C.

104 S. RIVERSIDE DRIVE, P.O. BOX 770
NEW SMYRNA BEACH, FLORIDA 32170

386-427-1444
FAX 386-426-8111

May 31, 2019

Rhonda Walker
City of New Smyrna Beach Airport Office
210 Sams Avenue
New Smyrna Beach, FL 32168

Dear Rhonda:

We have been operating out of the airport for 21 years, and we conduct 175 operations a year.

Currently, we are flying a Bombardier Challenger 350, and because of the size of the aircraft and insurance requirements, we need a minimum of 5,000 feet available to operate safely.

Best regards,

Phil Lappies

Phil Lappies
Chief Pilot

Airgate Aviation, Inc.
2022 Aero Circle
New Smyrna Beach, Florida 32168

Rebecca.h.harper@faa.gov
Rebecca Henry Harper, Assistant Manger
Federal Aviation Administration
Orlando Airports District Office
8427 South Park Circle, 5th Floor
Orlando, FL 32819

Re: Adverse impact to Airgate Aviation, Inc. (Part 135 Operator with commuter authority) with respect to publication of declared distances for runways 7/25 at KEVB

Dear Rebecca,

Per our discussion, the publication of declared distances with respect to runways 7/25 at KEVB would have an adverse impact on our FBO and Part 135 operations.[1] Airgate Aviation, Inc. ("Airgate") has been in business for almost 20 years. It has provided continuous service to passengers as a part 135 operator at KEVB since approximately May of 2010. Beginning in 2016, Airgate started acquiring jet aircraft and began the process to conform these aircraft and add them to its certificate. Additionally, Airgate also sought and received commuter authority from the Department of Transportation to expand into scheduled service in addition to its on demand operations. That approval has been granted; and Airgate is currently authorized to offer both scheduled and on demand service to passengers. Airgate has completed the required proving runs with its FSDO inspectors with respect to its jet operations and has been adding Cessna Citations to its certificate through the conformity process. Airgate has either completed or is in the process of conforming Citations N228MH, N524MA, N28WL, N900G, and N17HA. In addition to the Cessna Citations, Airgate has operated and will continue to operate Cessna 414A's.

Based on historic and current operations Airgate will utilize the Cessna Citations for approximately 1522 operations in the next 12 months. Those operations will substantially increase next year and will continue to do so thereafter. In addition, Airgate's FBO services approximately 800 operations annually for itinerant jet traffic. Many of these aircraft operate in a range between 4,000 and 5,000 feet for take-off and/or landing distances. Although Airgate's fleet can operate many of its flights in normal conditions on a runway of less than 5,000 feet, in situations with a contaminated runway (e.g. after a summer thunderstorm) a runway of 5,000 feet is needed. In many contaminated runway situations, the calculated take-off and/or landing distance for the CE-550/551's operated by Airgate is just short of 5,000 feet. For example, the calculated take-off distance for N524MA on a wet runway at maximum gross weight is 4,950 feet. The landing distance on a wet runway (standing water at maximum landing weight in 30 degrees celsius) is 4,862 feet. These numbers are similar with respect to other jets regularly operated at KEVB.

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[1] In addition, the ADO recently approved an apron improvement plan (together with funding) for KEVB which expands the apron to accommodate class II aircraft (an example of which is the Gulfstream 450). Many of these aircraft require approximately 5,000 feet for take-off and landing in many configurations and conditions. It seems counter-intuitive to expand the apron and simultaneously reduce the declared distances on the only 5,000 foot runway on the field.

Based on the foregoing and other relevant facts, maintaining runways 7/25 at 5,000 feet supports the continued safe operation of aircraft based at and/or operating at KEVB.

Respectfully,

Joseph W. Zitzka,
President

TAKEOFF SPEEDS/FIELD LENGTH – FLAPS 20

FLAPS 20° **WET RUNWAY TAKEOFF DATA**

ENGINE BLEED ON **ALTITUDE SEA LEVEL**

TAKEOFF SPEEDS (KIAS) AND FIELD LENGTH (FT)															
WT (LB) V_{FTO} (KIAS)	DATA	TEMPERATURE °C													
		-40	-30	-20	-10	0	10	15	20	25	30	35	40	45	50
28000 V_{FTO}=135	V_1	119	119	119	119	119	119	119	119	119	119	118	118	117	117
	V_R	119	119	119	119	119	119	119	119	119	119	118	118	117	117
	V_2	130	130	130	129	129	129	129	128	128	128	127	126	125	123
	TOFL	3400	3530	3660	3800	3930	4080	4140	4210	4280	4360	4500	4680	4890	5110
30000 V_{FTO}=140	V_1	119	119	119	119	118	118	118	118	118	118	118	117	117	117
	V_R	119	119	119	119	118	118	118	118	118	118	118	117	117	117
	V_2	129	128	128	128	128	127	127	127	127	127	126	125	124	122
	TOFL	3490	3630	3760	3910	4050	4200	4270	4340	4410	4490	4640	4840	5060	5310
32000 V_{FTO}=144	V_1	118	118	118	118	118	118	118	118	118	118	118	117	117	117
	V_R	118	118	118	118	118	118	118	118	118	118	118	117	117	117
	V_2	127	127	127	127	126	126	126	126	126	126	125	124	123	121
	TOFL	3590	3730	3870	4020	4170	4320	4390	4470	4540	4620	4780	5000	5240	5500
34000 V_{FTO}=149	V_1	118	118	118	118	118	118	118	118	118	118	117	117	117	116
	V_R	118	118	118	118	118	118	118	118	118	118	117	117	117	118
	V_2	126	126	126	125	125	125	125	125	125	124	124	123	122	122
	TOFL	3680	3820	3970	4130	4280	4440	4510	4590	4670	4760	4930	5160	5410	5690
36000 V_{FTO}=153	V_1	118	118	118	118	118	118	118	118	118	117	117	117	117	116
	V_R	119	119	119	119	119	119	119	119	119	119	120	120	121	122
	V_2	125	125	125	125	125	125	125	125	125	125	125	125	125	125
	TOFL	3780	3920	4070	4240	4400	4560	4640	4710	4790	4890	5070	5310	5580	5890
38000 V_{FTO}=157	V_1	118	118	118	118	117	117	117	117	117	117	117	117	117	120
	V_R	123	123	123	123	123	123	123	123	124	124	124	124	125	126
	V_2	129	129	129	129	129	129	129	129	129	129	129	129	129	129
	TOFL	3870	4020	4180	4340	4510	4680	4760	4840	4920	5020	5210	5470	5850	6490
40600 V_{FTO}=163	V_1	119	119	119	119	119	119	119	119	118	118	119	121	123	126
	V_R	128	128	128	128	128	128	128	128	128	128	128	129	130	130
	V_2	133	133	133	133	133	133	133	133	133	133	133	133	133	133
	TOFL	4120	4270	4420	4600	4780	4960	5040	5120	5200	5300	5610	6090	6730	7470

C350_QRH_IMP_TO_F20_0FT_WET_ECS_01MAY14

NOTES:

1. Applicable for ZERO Runway Gradient and ZERO Wind Conditions ONLY.
2. Appliable for Two Operable Thrust-Reversers
3. For Runway Gradient and Wind corrections, see corrections page.
4. Add 100 feet to the takeoff field length when using the rolling takeoff preocedure. See AFM for procedure.

Wet Runway
30° limited to 36,020 lbs
4890 ft

CHALLENGER 350

TAKEOFF SPEEDS/FIELD LENGTH – FLAPS 20

FLAPS 20°

ENGINE BLEED ON

DRY RUNWAY TAKEOFF DATA

ALTITUDE SEA LEVEL

TAKEOFF SPEEDS (KIAS) AND FIELD LENGTH (FT)

WT (LB) / V2 (KIAS)	DATA	TEMPERATURE °C													
		–40	–30	–20	–10	0	10	15	20	25	30	35	40	45	50
[illegible] / 135	V_1	119	119	119	119	119	119	119	119	119	119	118	118	117	117
	V_R	119	119	119	119	119	119	119	119	119	119	118	118	117	117
	V_2	130	130	130	129	129	129	129	128	128	128	127	126	125	123
	TOFL	2970	3080	3180	3300	3410	3520	3580	3630	3690	3750	3870	4040	4230	4440
[illegible] / 140	V_1	119	119	119	119	118	118	118	118	118	118	118	117	117	117
	V_R	119	119	119	119	118	118	118	118	118	118	118	117	117	117
	V_2	129	128	128	128	128	127	127	127	127	127	126	125	124	122
	TOFL	3040	3150	3260	3380	3500	3610	3670	3730	3780	3850	3980	4160	4360	4590
[illegible] / 144	V_1	118	118	118	118	118	118	118	118	118	118	118	117	117	117
	V_R	118	118	118	118	118	118	118	118	118	118	118	117	117	117
	V_2	127	127	127	127	126	126	126	126	126	126	125	124	123	121
	TOFL	3120	3230	3340	3460	3580	3700	3760	3820	3880	3950	4090	4290	4500	4750
34000 / 149	V_1	118	118	118	118	118	118	118	118	118	118	117	117	117	117
	V_R	118	118	118	118	118	118	118	118	118	118	117	117	117	118
	V_2	126	126	126	125	125	125	125	125	125	124	124	123	122	122
	TOFL	3190	3310	3420	3550	3670	3800	3860	3920	3980	4050	4200	4410	4650	4950
[illegible] / 153	V_1	118	118	118	118	118	118	118	118	118	117	117	118	120	122
	V_R	119	119	119	119	119	119	119	119	119	119	120	120	121	122
	V_2	125	125	125	125	125	125	125	125	125	125	125	125	125	125
	TOFL	3270	3390	3510	3630	3760	3890	3950	4010	4080	4150	4310	4650	5060	5580
[illegible] / 157	V_1	122	121	121	121	121	121	121	121	121	121	122	123	125	126
	V_R	123	123	123	123	123	123	123	123	124	124	124	124	125	126
	V_2	129	129	129	129	129	129	129	129	129	129	129	129	129	129
	TOFL	3560	3690	3800	3950	4090	4240	4300	4360	4430	4520	4770	5180	5680	6380
[illegible] / 163	V_1	127	127	126	126	126	126	126	126	126	126	127	128	130	130
	V_R	128	128	128	128	128	128	128	128	128	128	128	129	130	130
	V_2	133	133	133	133	133	133	133	133	133	133	133	133	133	133
	TOFL	4010	4150	4280	4450	4610	4770	4840	4920	4990	5090	5410	5910	6560	7470

[illegible]_OFF_TO_F20_0FT_DRY_ECS_01MAY14

NOTES:

1. Applicable for ZERO Runway Gradient and ZERO Wind Conditions ONLY.
2. For Runway Gradient and Wind corrections, see corrections page.
3. Add 100 feet to the takeoff field length when using the rolling takeoff procedure. See AFM for procedure.

MAX T.O. WT
40,600 @ 30°C
5090

Soderstrum, Mary

From: Joe Zitzka <Joe-Zitzka@flyairgate.com>
Sent: Friday, July 5, 2019 7:48 AM
To: Soderstrum, Mary
Cc: Resheidat, Khalid; Walker, Rhonda
Subject: KEVB - POH TO/L requirements Airgate
Attachments: Scan022.PDF

Mary,

Thank you for your time the other day.

Attached herein you will find take off and landing calculations for our jets along with other jets that regularly utilize the field. Please note that we have included general parameters used in our calculation for our aircraft. We have included relevant pages from our POH. We do not have that information for other operators.

Although I am certain you are aware of this, I believe it is worth noting again. The specific weight and balance of the aircraft impacts take off and landing distance (the weight is impacted by the amount of fuel and passenger count on each flight, along with other factors). Additionally, the specific temperature and weather conditions impact the take off and landing distance.

So, although some aircraft (in their general POH tables on a standard day under standard conditions) may reflect a performance capability that would allow for an operation on a runway shorter than 4,700 ft, when you factor in the real world temperatures and conditions under which operations take place, the average take off and landing calculation for aircraft operating at KEVB is generally within the 4,700 - 5,000 range. Many operators are also required to calculate the balance field requirements in order to operate (i.e., ground roll to take off point and ground roll to stop).

I can make my chief pilot and/or assistant chief pilot available for discussion if that helps.

We are assembling the jet operations information for the FBO to reflect actual jet operations and will get that over to you asap.

Should you have any questions regarding the above or need any additional information, please let me know.

Respectfully,

Joe Zitzka

The message is ready to be sent with the following file or link attachments:

Scan022.PDF

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Airgate Aviation

The runway analyses information being provided for Cessna Citation Jet "CE-550" at New Smyrna Beach (KEVB) airport, is obtained from this aircraft's Flight Manual. The comparisons provided for the other Jet aircrafts takeoff and landing distances visiting New Smyrna Beach Airport, is information obtained from the manufactures internet pages and doesn't reflect any allowances for weight, temperature or runway adverse conditions

New Smyrna Beach Airport (KEVB) Runway 25-07. Length 5,000 x 75.

Conditions;
Average passenger weights and cargo loads are being used for these computations;

Parameters;

Temp 20c-30C at Sea Level. Takeoff weight 13,300. Zero wind.

	– Dry Runway	- Wet -	water Covered 0.4 inches.
Flaps 0	3440	4950	7150
Flaps 15	3400	4950	6800

Landing Weight 13,300 – Zero wind.

	- Dry Runway	- Wet –	Water Covered 0.5 inches.
Vref	2530	4100	5000
Vref + 10	2530	5700	6550

Bombardier Challenger 300

Variant	Challenger 300[9]	Challenger 350[12]
Crew	two	
Capacity	eight to nine	nine (standard)
Length	68.63 ft / 20.92 m	
Span	63.84 ft / 19.46 m	69 ft 0 in / 21.0 m
Height	20.33 ft / 6.20 m	20 ft 0 in / 6.1 m
Wing Area	523 ft² / 48.5 m²	
Aspect ratio	7.81	9.09
MTOW	38,850 lb / 17,622 kg	40,600 lb / 18,416 kg
OEW	23,500 lb / 10,659 kg	24,800 lb / 11,249 kg
Fuel capacity	14,150 lb / 6,418 kg	
Maximum payload	3,500 lb / 1,588 kg	3,400 lb / 1,542 kg
Wing loading	74.3 lb/ft²/ 363.3 kg/m²	77.6 lb/ft² / 379.7 kg/m²
Turbofans (2×)	Honeywell HTF7000	Honeywell HTF7350
Thrust[a]	6,826 lb / 30.4 kN	7,323 lbf / 33 kN

Maximum speed	Mach 0.82 / 470 kn / 870 km/h	Mach 0.83 / 477 kn / 882 km/h
Cruise speed	Mach 0.80 / 459 kn / 850 km/h	
Range[b]	3,100 nmi / 5,741 km	3,200 nmi / 5,926 km
Ceiling	45,000 ft / 13,716 m	
Takeoff[a]	4,810 ft / 1,466 m	4,835 ft / 1,474 m
Landing[a]	2,600 ft / 792 m	2,710 ft / 826 m

GULFSTREAM G500

back to top SPECIFICATIONS

PERFORMANCE

Maximum Range * (Mach 0.85, 8 passengers, 3 crew and NBAA IFR reserves)	5,200 nm
High-Speed Cruise	Mach 0.90
Long-Range Cruise	Mach 0.85
MMO (maximum operating Mach number)	Mach 0.925
Takeoff Distance (SL, ISA, MTOW)	5,300 ft
Landing Distance (SL, ISA, MLW)	3,100 ft
Initial Cruise Altitude	43,000 ft
Maximum Cruise Altitude	51,000 ft

* NBAA IFR theoretical range. Actual range will be affected by ATC routing, operating speed, weather, outfitting options and other factors. All performance is based on preliminary data and subject to change.

Citation XLS Performance

Takeoff at Sea Level, feet	3,560
Takeoff at 5000′ 25°C, feet	5,490
Landing Distance, feet	2,739
Certified Ceilings, feet	45,000
Fuel Consumption, gallons per hour	210
Total Variable Cost	$1,391
High Speed Cruise, knots	431
Ranges, Four Pax, Nautical Miles (NM)	1,722
600 NM Mission, Fight Time	1+29
1000 NM Mission, Flight Time	2+26

Honda HA-420 HondaJet

Performance

Maximum Cruise Speed at FL300
422 KTAS
Maximum Cruise Altitude

Rate of Climb
3990 ft / min
NBAA IFR Range (4 occupants)
1223 nm
Takeoff distance
< 4000 ft
Landing distance
< 3050 ft

Hawker 900 XP Performance

Takeoff at Sea Level, feet	5,032
Takeoff at 5000' 25°C, feet	7,795
Landing Distance, feet	2,295
Certified Ceilings, feet	41,000
Fuel Consumption, gallons per hour	257
Total Variable Cost	$1,499
High Speed Cruise, knots	448
Ranges, Four Pax, Nautical Miles (NM)	2,818
600 NM Mission, Fight Time	1+26
1000 NM Mission, Flight Time	2+19

Falcon 2000EX Performance

Takeoff at Sea Level, feet	5,585
Takeoff at 5000′ 25°C, feet	8,120
Landing Distance, feet	2,640
Certified Ceilings, feet	47,000
Fuel Consumption, gallons per hour	257
Total Variable Cost	$1,733
High Speed Cruise, knots	482
Ranges, Four Pax, Nautical Miles (NM)	3,912
600 NM Mission, Fight Time	1+27
1000 NM Mission, Flight Time	2+21

TAKEOFF FIELD LENGTH - FEET

FLAPS - 0°
SEA LEVEL

CONDITIONS: Runway Gradient - ZERO
Landing Gear - DOWN
Anti-Ice Systems - OFF
Speed Brakes - RETRACT
Inoperative Engine - WINDMILLING AFTER V_1
Operative Engine - TAKEOFF THRUST

WEIGHT = 13300 LBS — VENR = 152 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	TAILWIND -10 KTS DIST FT	0 KTS V1 KIAS	0 KTS DIST FT	HEADWINDS 10 KTS V1 KIAS	10 KTS DIST FT	20 KTS V1 KIAS	20 KTS DIST FT	30 KTS V1 KIAS	30 KTS DIST FT	VR KIAS	V2 KIAS
-25	111	3530	110	2680	110	2450	109	2230	108	2030	111	119
-20	111	3580	110	2730	110	2500	109	2280	108	2070	111	119
-15	111	3640	110	2780	109	2540	109	2320	108	2110	111	119
-10	111	3690	110	2830	109	2590	109	2370	108	2150	111	119
-5	111	3740	110	2880	109	2640	109	2410	108	2200	111	119
0	111	3800	110	2930	109	2690	109	2460	108	2240	111	119
5	110	3910	110	2980	109	2740	109	2510	108	2290	111	119
10	109	4110	110	3080	110	2830	109	2590	108	2370	111	119
15	108	4320	111	3180	110	2920	109	2680	109	2450	111	119
20	107	4790	111	3440	111	3120	110	2860	110	2610	111	119
25	108	5060	111	3760	111	3410	111	3070	111	2800	111	119
30	105	6030	111	4130	111	3740	111	3370	111	3020	111	119
35	104	6870	112	4570	112	4140	112	3730	112	3340	112	119
40	103	7800	112	5060	112	4580	112	4120	112	3680	112	119
45	102	8860	112	5620	112	5070	112	4560	112	4070	112	119
50	102	10190	112	6310	112	5680	112	5090	112	4540	112	119
54	101	11710	112	7080	112	6380	112	5700	112	5060	112	119

WEIGHT = 13000 LBS — VENR = 151 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	TAILWIND -10 KTS DIST FT	0 KTS V1 KIAS	0 KTS DIST FT	HEADWINDS 10 KTS V1 KIAS	10 KTS DIST FT	20 KTS V1 KIAS	20 KTS DIST FT	30 KTS V1 KIAS	30 KTS DIST FT	VR KIAS	V2 KIAS
-25	110	3360	108	2570	108	2350	107	2140	107	1940	110	118
-20	110	3410	108	2610	108	2390	107	2180	106	1980	110	118
-15	110	3460	108	2660	108	2440	107	2220	106	2020	110	118
-10	110	3510	108	2710	108	2480	107	2260	106	2060	110	118
-5	110	3560	108	2750	108	2520	107	2310	106	2100	110	118
0	110	3610	108	2800	108	2570	107	2350	106	2140	110	118
5	110	3880	108	2860	108	2620	107	2400	106	2190	110	118
10	110	3810	109	2950	108	2710	107	2480	107	2260	110	118
15	109	3950	109	3040	108	2790	108	2560	107	2340	110	118
20	108	4360	110	3270	109	2980	109	2730	108	2490	110	118
25	107	4880	110	3560	110	3230	110	2930	109	2670	110	118
30	107	5440	110	3910	110	3540	110	3190	110	2870	110	118
35	106	6170	110	4320	110	3910	110	3520	110	3150	110	118
40	105	7000	110	4770	110	4320	110	3880	110	3470	110	118
45	104	7930	110	5280	110	4770	110	4280	110	3820	110	118
50	103	9100	110	5910	110	5320	110	4770	110	4250	110	118
54	102	10420	111	6610	111	5950	111	5320	111	4730	111	118

129F

WEIGHT = 12500 LBS — VENR = 148 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	TAILWIND -10 KTS DIST FT	0 KTS V1 KIAS	0 KTS DIST FT	HEADWINDS 10 KTS V1 KIAS	10 KTS DIST FT	20 KTS V1 KIAS	20 KTS DIST FT	30 KTS V1 KIAS	30 KTS DIST FT	VR KIAS	V2 KIAS
-25	107	3090	105	2380	105	2180	104	1980	104	1790	107	116
-20	107	3140	105	2430	105	2220	104	2020	104	1830	107	116
-15	107	3180	105	2470	105	2260	104	2060	104	1870	107	116
-10	107	3230	105	2510	105	2300	104	2100	103	1910	107	116
-5	107	3280	105	2560	105	2350	104	2140	103	1940	107	116
0	107	3320	105	2600	105	2380	104	2180	103	1980	107	116
5	107	3390	105	2650	105	2430	104	2230	103	2030	107	116
10	107	3500	106	2730	105	2510	104	2300	104	2090	107	116
15	107	3620	106	2820	105	2590	105	2370	104	2160	107	116
20	108	3920	107	3010	106	2760	106	2530	105	2300	108	116
25	108	4270	108	3250	108	2950	107	2700	106	2460	108	116
30	108	4680	108	3560	108	3220	108	2900	107	2650	108	116
35	108	5170	108	3930	108	3550	108	3200	108	2860	108	116
40	107	5800	108	4320	108	3910	108	3510	108	3140	108	116
45	108	6520	108	4760	108	4300	108	3860	108	3450	108	116
50	105	7430	108	5290	108	4770	108	4280	108	3820	108	116
54	105	8470	108	5890	108	5300	108	4740	108	4220	108	116

WEIGHT = 12000 LBS — VENR = 145 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	TAILWIND -10 KTS DIST FT	0 KTS V1 KIAS	0 KTS DIST FT	HEADWINDS 10 KTS V1 KIAS	10 KTS DIST FT	20 KTS V1 KIAS	20 KTS DIST FT	30 KTS V1 KIAS	30 KTS DIST FT	VR KIAS	V2 KIAS
-25	104	2860	102	2210	102	2020	101	1830	101	1650	105	114
-20	104	2900	102	2250	102	2050	101	1870	101	1690	105	114
-15	104	2950	102	2290	102	2090	101	1900	100	1720	105	114
-10	104	2990	102	2330	102	2130	101	1940	100	1760	105	114
-5	104	3040	102	2370	101	2160	101	1970	100	1790	105	114
0	104	3080	102	2410	101	2200	101	2010	100	1830	105	114
5	104	3140	102	2460	102	2250	101	2050	100	1870	105	114
10	104	3230	103	2540	102	2320	101	2120	101	1930	105	114
15	105	3320	103	2610	102	2400	102	2180	101	1990	105	114
20	105	3590	104	2780	103	2550	103	2330	102	2120	105	114
25	105	3900	105	2970	104	2720	104	2490	103	2270	105	114
30	106	4260	106	3240	106	2930	105	2670	104	2430	106	114
35	106	4700	106	3560	106	3220	106	2900	105	2620	106	114
40	106	5160	106	3910	106	3530	106	3180	106	2840	106	114
45	106	5670	106	4290	106	3870	106	3480	106	3100	106	114
50	106	6290	106	4760	106	4280	106	3840	106	3420	106	114
54	106	6980	106	5250	106	4730	106	4230	106	3770	106	114

Figure 4-14 (Sheet 1 of 30)

TAKEOFF FIELD LENGTH - FEET

FLAPS - 15°
SEA LEVEL

CONDITIONS: Runway Gradient - ZERO
Landing Gear - DOWN
Anti-Ice Systems - OFF

Speed Brakes - RETRACT
Inoperative Engine - WINDMILLING AFTER V_1
Operative Engine - TAKEOFF THRUST

WEIGHT = 13300 LBS VENR = 152 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	TAILWIND -10 KTS DIST FT	0 KTS V1 KIAS	0 KTS DIST FT	HEADWIND 10 KTS V1 KIAS	HEADWIND 10 KTS DIST FT	HEADWIND 20 KTS V1 KIAS	HEADWIND 20 KTS DIST FT	HEADWIND 30 KTS V1 KIAS	HEADWIND 30 KTS DIST FT	VR KIAS	V2 KIAS
-25	108	3320	106	2530	104	2300	103	2090	103	1900	106	114
-20	108	3370	105	2570	104	2350	103	2130	103	1930	106	114
-15	108	3420	105	2620	104	2390	103	2180	103	1970	106	114
-10	108	3470	105	2660	104	2430	103	2220	103	2010	106	114
-5	108	3520	104	2710	104	2480	103	2260	103	2050	106	114
0	108	3570	104	2750	104	2520	103	2300	103	2090	106	114
5	108	3640	104	2810	104	2570	103	2350	103	2140	106	114
10	108	3760	105	2900	104	2660	103	2430	103	2210	106	114
15	108	3900	105	2990	104	2740	104	2500	103	2280	106	114
20	108	4210	108	3210	106	2930	105	2680	104	2430	106	114
25	108	4610	106	3500	108	3170	106	2870	105	2610	108	114
30	105	5220	108	3850	108	3480	108	3120	108	2810	106	114
35	104	6190	106	4280	106	3860	108	3460	108	3090	106	114
40	103	6150	107	4750	107	4280	107	3830	107	3410	107	114
45	102	7880	107	5280	107	4750	107	4250	107	3770	107	114
50	101	8800	107	5940	107	5330	107	4760	107	4220	107	114
53	101	9810	107	6450	107	5780	107	5150	107	4550	107	114

WEIGHT = 13000 LBS VENR = 151 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	TAILWIND -10 KTS DIST FT	0 KTS V1 KIAS	0 KTS DIST FT	HEADWIND 10 KTS V1 KIAS	HEADWIND 10 KTS DIST FT	HEADWIND 20 KTS V1 KIAS	HEADWIND 20 KTS DIST FT	HEADWIND 30 KTS V1 KIAS	HEADWIND 30 KTS DIST FT	VR KIAS	V2 KIAS
-25	105	3160	103	2420	102	2200	102	2000	101	1810	105	113
-20	105	3210	103	2460	102	2250	102	2040	101	1850	105	113
-15	105	3260	103	2510	102	2290	102	2080	101	1890	105	113
-10	105	3300	103	2550	102	2330	102	2120	101	1920	105	113
-5	105	3350	103	2590	102	2370	102	2160	101	1960	105	113
0	105	3400	103	2640	102	2410	101	2200	101	2000	105	113
5	105	3460	103	2690	102	2460	102	2250	101	2040	105	113
10	105	3580	103	2770	102	2540	102	2320	101	2110	105	113
15	105	3700	103	2860	103	2620	102	2390	102	2180	105	113
20	105	4020	105	3050	104	2800	103	2550	102	2320	105	113
25	105	4360	105	3320	105	3000	104	2740	103	2490	105	113
30	105	4800	105	3650	105	3290	105	2950	105	2680	105	113
35	105	5380	105	4040	108	3640	105	3270	105	2910	105	113
40	105	6230	105	4470	108	4030	105	3610	105	3210	105	113
45	104	6830	105	4950	105	4460	105	3990	105	3540	105	113
50	103	7830	105	5550	108	4990	105	4450	105	3950	105	113
54	102	9090	108	6240	108	5590	106	4980	106	4400	106	113

WEIGHT = 12500 LBS VENR = 148 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	TAILWIND -10 KTS DIST FT	0 KTS V1 KIAS	0 KTS DIST FT	HEADWIND 10 KTS V1 KIAS	HEADWIND 10 KTS DIST FT	HEADWIND 20 KTS V1 KIAS	HEADWIND 20 KTS DIST FT	HEADWIND 30 KTS V1 KIAS	HEADWIND 30 KTS DIST FT	VR KIAS	V2 KIAS
-25	102	2920	100	2250	99	2050	99	1860	98	1670	102	111
-20	102	2970	100	2290	99	2090	99	1890	98	1710	102	111
-15	102	3010	100	2330	99	2130	99	1930	98	1740	102	111
-10	102	3060	100	2370	99	2160	99	1960	98	1760	102	111
-5	102	3100	100	2410	99	2200	99	2000	98	1810	102	111
0	102	3150	100	2450	99	2240	99	2040	98	1850	102	111
5	102	3200	100	2500	99	2290	99	2080	98	1890	102	111
10	102	3300	100	2570	100	2360	99	2150	98	1950	102	111
15	103	3400	100	2650	100	2430	99	2210	99	2010	103	111
20	103	3690	102	2830	101	2590	100	2360	100	2150	103	111
25	103	4010	103	3030	102	2770	101	2530	101	2300	103	111
30	103	4400	103	3320	103	3000	103	2710	102	2470	103	111
35	103	4870	103	3670	103	3310	103	2980	103	2660	103	111
40	103	5380	103	4040	103	3640	103	3260	103	2900	103	111
45	103	5950	103	4460	103	4010	103	3590	103	3190	103	111
50	103	6550	103	4970	103	4460	103	3980	103	3540	103	111
54	103	7440	103	5530	103	4960	103	4420	103	3920	103	111

WEIGHT = 12000 LBS VENR = 145 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	TAILWIND -10 KTS DIST FT	0 KTS V1 KIAS	0 KTS DIST FT	HEADWIND 10 KTS V1 KIAS	HEADWIND 10 KTS DIST FT	HEADWIND 20 KTS V1 KIAS	HEADWIND 20 KTS DIST FT	HEADWIND 30 KTS V1 KIAS	HEADWIND 30 KTS DIST FT	VR KIAS	V2 KIAS
-25	99	2710	97	2080	96	1890	96	1710	95	1540	100	109
-20	99	2750	97	2120	96	1930	96	1750	95	1570	100	109
-15	98	2800	97	2160	96	1960	96	1780	95	1610	100	109
-10	99	2840	97	2180	96	2000	96	1810	95	1640	100	109
-5	99	2880	97	2230	96	2030	96	1850	95	1670	100	109
0	98	2920	97	2270	96	2070	96	1880	95	1700	100	109
5	99	2970	97	2310	96	2110	96	1920	95	1740	100	109
10	99	3060	97	2390	97	2180	96	1980	95	1800	100	109
15	99	3150	97	2460	97	2240	96	2050	96	1850	100	109
20	100	3370	98	2620	98	2390	97	2180	97	1980	100	109
25	101	3660	100	2790	99	2550	98	2330	98	2120	101	109
30	101	4010	101	3020	100	2740	100	2500	99	2270	101	109
35	101	4420	101	3320	101	3000	101	2690	100	2440	101	109
40	101	4870	101	3650	101	3290	101	2940	101	2620	101	109
45	101	5350	101	4010	101	3610	101	3230	101	2870	101	109
50	101	5940	101	4440	101	3990	101	3570	101	3170	101	109
54	101	6600	101	4920	101	4410	101	3940	101	3490	101	109

Figure 4-15 (Sheet 1 of 18)

TAKEOFF FIELD LENGTH - FEET

FLAPS - UP

DRY RUNWAY WITHOUT THRUST REVERSERS	ADVERSE RUNWAY CONDITIONS (NO THRUST REVERSERS, 15 FT SCREEN HEIGHT, ANTI-ICE OFF)												
	WET RUNWAY	WATER COVERED RUNWAY - INCHES *				SLUSH COVERED RUNWAY - INCHES *				SNOW INCHES *		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.125	0.2	0.3	0.4	1.0	2.0		
1000	1650	2450	2350	2200	2100	2500	2350	2250	2100	2400	2200	1950	5050
1200	1950	2950	2750	2550	2450	2900	2750	2600	2450	2800	2550	2300	6000
1400	2250	3500	3200	3000	2800	3350	3150	2950	2800	3150	2850	2650	7000
1600	2550	4150	3800	3450	3200	3850	3600	3350	3150	3500	3200	3000	7950
1800	2900	4750	4350	3950	3650	4450	4100	3800	3550	3900	3500	3350	8950
2000	3150	5250	4800	4350	4050	4950	4600	4250	4000	4200	3800	3650	9550
2200	3400	5750	5300	4800	4500	5450	5050	4650	4400	4550	4150	3950	10150
2400	3650	6250	5750	5250	4950	5900	5500	5100	4800	4850	4500	4250	10700
2600	3900	6750	6250	5750	5400	6350	5950	5550	5200	5200	4800	4500	11250
2800	4150	7200	6750	6200	5850	6850	6400	5950	5600	5500	5150	4800	11800
3000	4400	7700	7250	6700	6350	7300	6850	6400	6050	5850	5500	5100	12300
3200	4700	8200	7700	7150	6750	7750	7250	6800	6450	6250	5900	5350	12800
3400	4950	8600	8050	7500	7150	8150	7650	7150	6800	6650	6300	5600	13300
3600	5250	9000	8450	7850	7500	8550	8000	7500	7150	7000	6700	5800	13700
3800	5550	9350	8800	8250	7850	8900	8350	7850	7500	7400	7100	6000	14000
4000	5850	9750	9150	8600	8200	9250	8700	8200	7850	7850	7450	6150	14300
4200	6150	10100	9550	8950	8550	9600	9050	8550	8200	8300	7850	6300	14600
4400	6400	10450	9900	9300	8900	9950	9400	8850	8500	8950	8200	6450	14900
4600	6650	10800	10200	9650	9250	10300	9750	9150	8800	9550	8600	6600	15200
4800	6900	11150	10550	9950	9550	10650	10050	9450	9100	10200	9000	6750	
5000	7100	11400	10800	10200	9800	10950	10300	9750	9400	11000	9350	6900	
5200	7250	11650	11050	10450	10000	11250	10550	10050	9700	11800	9750	7050	
5400	7400	11900	11300	10700	10200	11550	10800	10350	10000	12650	10150	7200	
5600	7550	12100	11500	10950	10400	11750	11000	10650	10300	13500	10550	7350	
5800	7700	12300	11700	11150	10600	11950	11200	10950	10600	14300	10950	7500	
6000	7850	12450	11850	11350	10800	12150	11400	11250	10900	15100	11350	7650	
6200	8000	12600	12000	11550	11000	12350	11600	11550	11200		11750	7800	
6400	8150	12750	12150	11750	11200	12500	11800	11800	11500		12100	7950	
6600	8300	12850	12300	11950	11400	12650	12000	12050	11800		12500	8100	
6800	8450	12950	12450	12150	11600	12800	12200	12300	12100		12900	8250	
7000	8600	13050	12600	12350	11800	12900	12400	12600	12400		13300	8400	
7500	8900	13300	12950	12850	12300	13150	12850	13300	13150		14300	8750	
8000	9200	13500	13250	13300	12750	13400	13300	14050	13900		15250	9100	
8500	9500	13700	13600	13800	13200	13650	13800	14800	14600			9500	
9000	9800	13900	13900	14300	13700	13900	14300	15550	15300			9950	
9500	10150	14100	14200	14850	14150	14150	14800					10350	
10000	10500	14300	14550	15500	14600	14400	15350					10750	
11000	11250	14650	15200		15650	14900						11550	
12000	12100	15000				15400						12400	
13000	13000											13200	
14000	14000											14100	
15000	15000											15000	

* Takeoffs should not be attempted in any precipitation depth greater than the highest depth presented or if any of the following limits are exceeded. If no limit is presented, use the dry runway limit.

Contaminate	Altitude	Temperature	Gross Weight	Wind
0.4 Inches Water	Greater than 10,000 ft	Greater than ISA+20° C	—	—
0.3 Inches Slush	Greater than 11,000 ft	Greater than ISA+15° C	—	—
0.4 Inches Slush	Greater than 8000 ft	Greater than ISA+5° C	—	—
1.0 Inch Snow	Greater than 6000 ft	Greater than ISA	Greater than 12,500 lbs	—
2.0 Inches Snow	Greater than 6000 ft	Greater than ISA	Greater than 12,500 lbs	Any Tailwind

Figure 7-1

TAKEOFF FIELD LENGTH - FEET

FLAPS - 15°

DRY RUNWAY WITHOUT THRUST REVERSERS	ADVERSE RUNWAY CONDITIONS (NO THRUST REVERSERS, 15 FT SCREEN HEIGHT, ANTI-ICE OFF)												
	WET RUNWAY	WATER COVERED RUNWAY - INCHES *				SLUSH COVERED RUNWAY - INCHES *				SNOW INCHES *		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.125	0.2	0.3	0.4	1.0	2.0		
1000	1700	2450	2300	2150	2000	2500	2350	2200	2100	2400	2200	1950	4950
1200	2000	2900	2700	2500	2350	2900	2750	2550	2450	2800	2500	2350	5950
1400	2300	3400	3200	2900	2700	3300	3100	2900	2750	3150	2850	2700	6900
1600	2650	4050	3750	3350	3100	3750	3500	3250	3100	3500	3150	3050	7900
1800	2950	4550	4150	3750	3500	4250	3900	3600	3400	3850	3450	3400	8700
2000	3200	5000	4600	4200	3900	4800	4400	4050	3800	4150	3750	3650	9250
2200	3450	5500	5050	4600	4300	5250	4850	4450	4250	4450	4100	3950	9800
2400	3700	6000	5500	5050	4750	5700	5300	4900	4650	4800	4400	4250	10300
2600	3950	6450	5950	5450	5150	6150	5700	5300	5050	5100	4750	4500	10850
2800	4200	6900	6400	5950	5600	6600	6150	5700	5450	5450	5050	4800	11350
3000	4450	7400	6900	6400	6050	7050	6550	6100	5850	5750	5400	5050	11900
3200	4700	7850	7300	6800	6450	7450	7000	6500	6250	6100	5800	5350	12400
3400	4950	8250	7700	7200	6800	7800	7350	6850	6550	6450	6150	5600	12850
3600	5250	8600	8050	7550	7150	8200	7700	7200	6900	6800	6500	5800	13200
3800	5550	8950	8400	7900	7500	8550	8050	7550	7200	7150	6850	6000	13500
4000	5850	9350	8750	8250	7850	8900	8400	7900	7550	7500	7200	6150	13800
4200	6100	9700	9100	8550	8150	9250	8700	8200	7850	7800	7550	6300	14100
4400	6400	10050	9450	8850	8450	9600	9050	8500	8200	8100	7850	6450	14350
4600	6650	10350	9750	9150	8750	9950	9300	8800	8500	8400	8200	6600	14600
4800	6850	10600	10000	9450	9050	10200	9600	9100	8750	8700	8550	6750	14850
5000	7050	10850	10250	9700	9300	10450	9850	9400	9000	9000	8900	6850	15100
5200	7200	11050	10450	9900	9500	10650	10000	9700	9250	9300	9250	6950	
5400	7350	11250	10650	10100	9700	10800	10150	10000	9450	9600	9600	7050	
5600	7500	11400	10800	10300	9900	10950	10300	10300	9650	9900	9950	7150	
5800	7600	11550	11000	10450	10050	11100	10450	10600	9850	10200	10350	7250	
6000	7700	11700	11150	10600	10200	11200	10600	10900	10050	10500	10700	7350	
6200	7800	11850	11300	10750	10350	11300	10700	11200	10350	10800	11050	7450	
6400	7900	11950	11400	10900	10500	11400	10800	11500	10700	11100	11400	7600	
6600	8000	12050	11500	11050	10650	11500	10900	11800	11150	11400	11750	7750	
6800	8100	12150	11600	11200	10800	11600	11000	12100	11700	11700	12100	7900	
7000	8200	12250	11700	11300	10950	11700	11100	12400	12300	12000	12450	8100	
7500	8500	12450	11900	11550	11300	11850	11250	13100	13600	12750	13350	8600	
8000	8800	12650	12100	11800	11700	12000	11400	13850	15050	13500	14200	9100	
8500	9100	12850	12250	12050	12150	12150	11600	14600		14250	15100	9600	
9000	9400	13050	12400	12350	12700	12300	11800	15350		15000		10100	
9500	9750	13300	12600	12700	13250	12550	12100					10600	
10000	10150	13500	12850	13200	13950	12950	12550					11100	
11000	11050	13950	13500	14400	15400	14150	13900					12100	
12000	12000	14500	14300	15650		15600	15350					13100	
13000	13000	15400	15200				16800					14100	
14000	14000											15100	
15000	15000												

* Takeoffs should not be attempted in any precipitation depth greater than the highest depth presented or if any of the following limits are exceeded. If no limit is presented, use the dry runway limit.

Contaminate	Altitude	Temperature	Gross Weight	Wind
0.4 Inches Water	Greater than 6000 ft	Greater than ISA+20° C	—	—
0.3 Inches Slush	—	Greater than ISA+20° C	—	—
0.4 Inches Slush	—	Greater than ISA+5° C	—	—
1.0 Inch Snow	Greater than 5000 ft	Greater than ISA	Greater than 13,000 lbs	—
2.0 Inches Snow	Greater than 5000 ft	Greater than ISA	—	Any Tailwind

Figure 7-2

LANDING DISTANCE - FEET ACTUAL DISTANCE SEA LEVEL

CONDITIONS: Landing Gear - DOWN
Wing Flaps - LAND
Speed Brakes - EXTEND AFTER TOUCHDOWN
Anti-Ice Systems - ON or OFF
Thrust - IDLE
Airspeed - V_{REF} at 50 FEET

Some conditions may be brake energy limited. Refer to Figures 4-27 and 4-28 for allowable landing weights.

WEIGHT = 13300 LBS *
VREF = 111 KIAS VAPP = 118 KIAS

TEMP DEG C	TAILWIND 10 KTS	ZERO WIND	HEADWINDS 10 KTS	20 KTS	30 KTS
-25	2780	2160	2030	1910	1790
-20	2840	2180	2050	1930	1810
-15	2900	2200	2070	1950	1830
-10	2970	2220	2090	1970	1850
-5	3040	2240	2110	1990	1870
0	3110	2270	2140	2010	1890
5	3180	2300	2160	2030	1910
10	3260	2340	2180	2050	1930
15	3340	2390	2200	2080	1950
20	3430	2430	2220	2100	1980
25	3520	2480	2250	2120	2000
30	3620	2530	2290	2140	2020
35	3720	2580	2330	2160	2040
40	3820	2630	2380	2180	2060
45	3930	2690	2420	2200	2080
50	4030	2740	2460	2230	2080
54	4100	2770	2490	2260	2100

WEIGHT = 12700 LBS
VREF = 108 KIAS VAPP = 116 KIAS

TEMP DEG C	TAILWIND 10 KTS	ZERO WIND	HEADWINDS 10 KTS	20 KTS	30 KTS
-25	2580	2110	1980	1860	1740
-20	2630	2130	2000	1880	1760
-15	2680	2150	2020	1900	1780
-10	2730	2170	2040	1920	1800
-5	2790	2190	2060	1940	1820
0	2840	2210	2080	1960	1840
5	2900	2230	2100	1980	1860
10	2960	2250	2120	2000	1880
15	3020	2270	2140	2020	1900
20	3080	2290	2160	2040	1920
25	3150	2320	2180	2060	1940
30	3220	2340	2210	2080	1960
35	3290	2380	2230	2100	1980
40	3360	2420	2250	2120	2000
45	3440	2470	2270	2140	2020
50	3510	2510	2280	2160	2030
54	3550	2530	2300	2160	2040

WEIGHT = 12500 LBS
VREF = 108 KIAS VAPP = 115 KIAS

TEMP DEG C	TAILWIND 10 KTS	ZERO WIND	HEADWINDS 10 KTS	20 KTS	30 KTS
-25	2530	2090	1960	1840	1730
-20	2570	2110	1980	1860	1750
-15	2620	2130	2000	1880	1770
-10	2670	2150	2020	1900	1790
-5	2710	2170	2040	1920	1810
0	2760	2190	2060	1940	1820
5	2820	2210	2080	1960	1840
10	2870	2230	2100	1980	1860
15	2930	2250	2130	2000	1880
20	2990	2280	2150	2020	1900
25	3050	2300	2170	2040	1920
30	3110	2320	2190	2060	1940
35	3170	2340	2210	2080	1960
40	3240	2360	2230	2100	1980
45	3310	2400	2250	2120	2000
50	3370	2440	2260	2140	2010
54	3410	2460	2270	2140	2020

WEIGHT = 12000 LBS
VREF = 106 KIAS VAPP = 113 KIAS

TEMP DEG C	TAILWIND 10 KTS	ZERO WIND	HEADWINDS 10 KTS	20 KTS	30 KTS
-25	2470	2050	1920	1800	1690
-20	2490	2070	1940	1820	1710
-15	2510	2090	1960	1840	1730
-10	2530	2110	1980	1860	1750
-5	2560	2130	2000	1880	1760
0	2600	2150	2020	1900	1780
5	2640	2170	2040	1920	1800
10	2690	2190	2060	1940	1820
15	2730	2210	2080	1960	1840
20	2780	2230	2100	1970	1860
25	2830	2250	2120	1990	1880
30	2880	2270	2140	2010	1890
35	2930	2280	2160	2030	1910
40	2980	2300	2170	2050	1930
45	3040	2320	2190	2070	1950
50	3080	2340	2210	2080	1960
54	3110	2340	2210	2090	1970

To obtain landing distance with a runway gradient, refer to factors on page 4-180.

* For use in an emergency which requires a landing at a weight in excess of maximum design landing weight of 12,700 pounds.

Figure 4-29 (Sheet 1 of 30)

LANDING DISTANCE - FEET

FLAPS - FULL

AIRSPEED - V_{REF}

DRY RUNWAY WITHOUT THRUST REVERSERS	ADVERSE RUNWAY CONDITIONS (NO THRUST REVERSERS, V_{REF}, WITHOUT TAILWINDS, 50 FT SCREEN HEIGHT)														
	WET RUNWAY	WATER COVERED RUNWAY - INCHES					SLUSH COVERED RUNWAY - INCHES					SNOW INCHES		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.5	0.125	0.2	0.3	0.4	0.5	1.0	2.0		
1200	1700	2300	2250	2050	1950	1900	2300	2200	2150	2100	2100	2400	2150	1900	6300
1400	2000	2700	2600	2450	2450	2400	2750	2650	2500	2500	2500	2850	2600	2300	7900
1600	2400	3300	3100	2950	2950	2800	3300	3150	3000	2900	2900	3300	3000	2700	9500
1800	2700	3950	3750	3500	3400	3250	3800	3700	3500	3350	3300	3700	3400	3100	10900
2000	3000	4700	4450	4000	3900	3700	4400	4200	4000	3800	3650	4150	3800	3450	12400
2200	3400	5400	5000	4700	4400	4100	5100	4850	4550	4200	4050	4550	4150	3850	13900
2400	3700	5850	5600	5100	4900	4600	5700	5300	5000	4600	4400	5000	4450	4250	
2600	4100	6500	6100	5600	5300	5000	6300	5800	5500	5100	4800	5400	4750	4600	
2800	4400	7500	6750	6200	5700	5450	7100	6300	5900	5450	5200	5800	5050	5000	
3000	4700	8100	7450	6750	6150	5900	7600	7000	6300	5800	5600	6200	5400	5400	
3200	5100	8650	8000	7200	6600	6300	8150	7500	6800	6350	6000	6600	5700	5650	
3400	5400	9150	8400	7650	6900	6650	8600	7900	7200	6700	6400	7000	6050	5950	
3600	5700	9550	8800	8050	7300	7000	9100	8500	7600	7000	6700	7400	6350	6200	
3800	6100	9950	9200	8450	7700	7300	9550	8850	8000	7400	6950	7800	6650	6400	
4000	6400	10300	9600	8800	8150	7700	10050	9250	8400	7800	7300	8200	6950	6650	
4200	6700	10700	10000	9150	8500	7900	10400	9600	8800	8100	7550	8600	7250	6850	
4400	7100	11000	10300	9450	8700	8200	10800	10000	9100	8400	7800	9000	7550	7000	
4600	7400	11400	10550	9700	9000	8400	11150	10350	9450	8700	8100	9400	7800	7150	
4800	7800	11800	10900	10000	9300	8700	11550	10700	9750	9000	8400	9800	8150	7300	
5000	8100	12100	11200	10300	9500	8900	11900	11000	10050	9300	8650	10100	8400	7450	
5200	8400	12350	11500	10600	9800	9200	12200	11300	10300	9500	8900	10400	8650	7600	
5400	8700	12700	11800	10850	10000	9400	12500	11600	10550	9700	9100	10700	8850	7750	
5600	9000	12900	12050	11050	10250	9600	12800	11900	10800	10000	9300	11000	9100	7900	
5800	9350	13200	12300	11300	10450	9800	13100	12100	11100	10300	9550	11300	9350	8100	
6000	9650	13500	12500	11500	10650	10000	13450	12400	11350	10500	9800	11600	9550	8250	
6200	10000	13800	12800	11700	10800	10100	13700	12700	11600	10700	10000	11900	9800	8400	
6400	10250	14000	13050	11900	11000	10300	14050	13000	11800	10900	10200	12200	10000	8550	
6600	10600	14300	13300	12200	11200	10500	14350	13300	12100	11150	10400	12500	10200	8700	
6800	10900	14550	13550	12400	11400	10700	14650	13500	12300	11350	10600	12850	10450	8850	
7000	11200	14800	13800	12600	11600	10850	14950	13800	12500	11600	10750	13100	10650	9000	
7200	11500		14050	12800	11800	11000		14100	12700	11800	10950	13400	10850	9150	
7400	11850		14300	13000	12000	11200		14400	13000	12000	11150	13750	11050	9300	
7600	12200		14550	13250	12200	11400		14700	13250	12200	11350	14050	11250	9450	
7800	12500		14800	13500	12400	11600		14950	13500	12400	11550	14350	11450	9650	
8000	12800			13700	12600	11750			13750	12600	11750	14650	11650	9800	
8400	13400			14100	13000	12100			14200	13050	12150		12000	10100	
8800	14000			14550	13400	12500			14700	13500	12500		12400	10400	
9200	14700			15000	13800	12850				13900	12900		12800	10750	
9600					14200	13200				14300	13300		13150	11050	
10000					14600	13600				14750	13700		13550	11350	
10400					15000	13900					14100		13900	11650	
10800						14300					14500		14250	12000	
11200						14650					14850		14650	12300	
11600						15000							15000	12600	
12000														12900	
12400														12250	
12800														12550	

NOTE

The published limiting maximum tailwind component for this airplane is 10 knots: however, Cessna does not recommend landings on precipitation-covered runways with any tailwind component. If a tailwind landing cannot be avoided, multiply the above data by the following factor:

	WET RUNWAY	WATER COVERED RUNWAY - INCHES					SLUSH COVERED RUNWAY - INCHES					SNOW INCHES		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.5	0.125	0.2	0.3	0.4	0.5	1.0	2.0		
TAILWIND FACTOR	1.07	1.13	1.12	1.12	1.12	1.11	1.12	1.12	1.12	1.12	1.11	1.11	1.11	1.05	*

* Landings with any tailwind should not be attempted on wet ice.

Figure 7-3

LANDING DISTANCE - FEET

FLAPS - FULL

AIRSPEED - V_{REF} + 10 KNOTS

DRY RUNWAY WITHOUT THRUST REVERSERS	ADVERSE RUNWAY CONDITIONS (NO THRUST REVERSERS, V_{REF}+10, WITHOUT TAILWINDS, 50 FT SCREEN HEIGHT)														
	WET RUNWAY	WATER COVERED RUNWAY - INCHES					SLUSH COVERED RUNWAY - INCHES					SNOW INCHES		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.5	0.125	0.2	0.3	0.4	0.5	1.0	2.0		
1400	2400	3350	3000	2900	2650	2500	3200	3000	2900	2700	2600	3100	2800	2800	9000
1600	2800	4050	3650	3450	3250	3050	3800	3600	3400	3200	3100	3600	3300	3300	11200
1800	3200	4800	4400	4100	3900	3650	4500	4200	4000	3700	3600	4100	3700	3800	12400
2000	3800	5800	5300	4900	4600	4350	5300	5000	4800	4400	4200	4750	4300	4250	13500
2200	4600	6900	6400	5900	5550	5300	6600	6200	5700	5300	5100	5700	5000	4650	14600
2400	5125	7800	7250	6700	6300	5900	7400	7000	6400	6000	5700	6400	5450	5150	
2600	5700	8850	8100	7400	7000	6550	8200	7700	7100	6650	6250	7050	6000	5550	
2800	6300	9500	8850	8050	7600	7150	9050	8450	7800	7250	6800	7750	6550	6000	
3000	7000	10350	9650	8750	8200	7750	9800	9200	8450	7900	7400	8400	7050	6400	
3200	7700	11200	10500	9450	8750	8300	10650	10000	9150	8550	7900	9050	7700	6750	
3400	8500	12000	11300	10150	9300	8800	11500	10700	9800	9200	8500	9850	8350	7000	
3600	9300	12850	12050	10750	9900	9300	12400	11450	10500	9800	9000	10700	9000	7250	
3800	10200	13700	12850	11550	10500	9800	13450	12450	11200	10400	9700	11500	9650	7450	
4000	11100	14600	13700	12350	11200	10600	14450	13500	12200	11400	10500	12400	10400	7650	
4200	12100		14500	13150	11950	11600		14500	13100	12500	11250	13800	11100	7800	
4400	13100			13950	12850	12600			14100	13650	12050	15000	12100	7950	
4600	14200			14750	13900	13500			15000	14800	13200		13500	8100	
4800						14450					14900			8250	
5000														8450	
5400														8750	
5800														9100	
6200														9450	
6600														9750	
7000														10100	
7400														10450	
7800														10750	
8200														11100	
8600														11450	
9000														11800	
9400														12100	
9800														12450	
10200														12800	
10600														13100	
11000														13500	
11400														13800	
11800														14150	
12200														14500	

NOTE

The published limiting maximum tailwind component for this airplane is 10 knots: however, Cessna does not recommend landings on precipitation-covered runways with any tailwind component. If a tailwind landing cannot be avoided, multiply the above data by the following factor:

	WET RUNWAY	WATER COVERED RUNWAY - INCHES					SLUSH COVERED RUNWAY - INCHES					SNOW INCHES		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.5	0.125	0.2	0.3	0.4	0.5	1.0	2.0		
TAILWIND FACTOR	1.00	1.01	1.00	1.00	1.00	1.00	1.01	1.00	1.00	1.00	1.00	1.03	1.03	1.03	*

* Landings with any tailwind should not be attempted on wet ice.

Figure 7-4

Soderstrum, Mary

From: Joe Zitzka <Joe-Zitzka@flyairgate.com>
Sent: Monday, July 8, 2019 10:43 AM
To: Soderstrum, Mary; Resheidat, Khalid; Walker, Rhonda
Subject: RE: EVB Runway 7/25 Safety Area Alternatives Report

Mary,

Thank you for including me. I have just a couple comments/points of clarification regarding the report set out below.

1. Section 4. - Do we know who on the field operates the King Air 350 that was identified as the critical aircraft?

2. Section 8 - Airgate Aviation is a part 135 operator and has been in operation since 2002. This is not a new operation. Airgate is also a commuter aircarrier with economic authority issued by the DOT in addition to the part 135 (DOT/FAA). In accordance with the commuter authority, Airgate is authorized to operate scheduled service as well as on-demand operations. That is the expanded authority that was granted. Hopefully the additional landing/take-off information we provided helps in that section as well.

3. Section 9 - To clarify my point on the insurance, it is more complicated than a mere provision in the agreement regarding a 5,000 ft runway. Rather it goes to the substance of the terms of the agreement which require proper calculation by the pilot of the required take off and landing distances and compliance with the FAA regulations applicable to the specific flight. As a result, the specific factors required to calculate take off/landing distance prior to each operation is what impacts the 5,000 requirement. Specifically, as discussed and noted with our FAA POI and the ADO, many times the required distance ranges between 4,700 and 5,000 (e.g. the take off and landing distances for 524MA on a 30 degree c day are 4,950 and 4,862 respectively). So, although our policy does not contain express language requiring a 5,000 ft runway, the effect is that it does.

4. Missing section - I believe the report is missing a section related to the FAA grant assurance rules that require the airport sponsor to preserve and protect the airport infrastructure (including, but not limited to the runways).

Respectfully,

Joe Zitzka

From: Soderstrum, Mary [msoderstrum@avconinc.com]
Sent: Wednesday, July 03, 2019 3:30 PM
To: Resheidat, Khalid; Walker, Rhonda; Joe Zitzka
Subject: EVB Runway 7/25 Safety Area Alternatives Report

Please find attached the draft report for the EVB Runway 7/25 Safety Area Alternatives report. This draft does not yet address the information that was received tis morning. I will look that over within the next couple of days.

Mary Soderstrum, AIA, NCARB
Senior Airport Planner I AVCON, INC.

AVCON

Transforming Today's Ideas into Tomorrow's Reality

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Soderstrum, Mary

From: Joe Zitzka <Joe-Zitzka@flyairgate.com>
Sent: Tuesday, July 9, 2019 10:54 AM
To: Soderstrum, Mary
Subject: RE: Airgate - unrelated jet traffic

Thank you Mary. I'll be out of town until Sunday, but I'll have someone in operations pull the logs and we'll get them over to you.

From: Soderstrum, Mary [msoderstrum@avconinc.com]
Sent: Tuesday, July 09, 2019 8:14 AM
To: Joe Zitzka
Subject: RE: Airgate - unrelated jet traffic

Joe,

I have reviewed the attachment that you sent yesterday. As discussed last evening, based on my experience with what the FAA will and won't except, the FAA would be much more likely to accept the actual records that you have, even/especially if they are hand written. It would be unusual for them to accept a digest of the logs. I regret that your folks spent so much time compiling the data. As we discussed last night, I believe that you are probably experiencing the operations now, they just have not been documented. I also believe that the Traffic Flow Management System County data will independently document the operations at this time next year, especially if you urge your pilots and customers to file flight plans every time that they use the field. I just don't have verifiable data at this time.

Mary Soderstrum, AIA, NCARB
Senior Airport Planner I AVCON, INC.

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-----Original Message-----
From: Joe Zitzka <Joe-Zitzka@flyairgate.com>
Sent: Monday, July 8, 2019 8:13 AM
To: Soderstrum, Mary <msoderstrum@avconinc.com>

Subject: Airgate - unrelated jet traffic

Mary,

Attached please find a list of third party jet traffic. This does not include any of our jet operations. Several of our customers have blocked tail numbers. So the girls broke the list down by aircraft type and date of travel. Each entry represents two operations only (i.e., multiple operations for a jet that stayed more than one day are not captured in this list). It also does not capture all jet traffic.

We do have access to tail numbers and owner names for most of the operations but it was taking too long to go through and try to get an okay to identify them.

Please let me know if I can help with anything else.

The message is ready to be sent with the following file or link attachments:

Scan023.PDF

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Soderstrum, Mary

From: Joe Zitzka <Joe-Zitzka@flyairgate.com>
Sent: Tuesday, July 16, 2019 8:56 AM
To: Soderstrum, Mary
Cc: 'Rhonda Walker'; Resheidat, Khalid
Subject: RE: Additional Data for New Smyrna Beach Municipal Airport

Mary,

I returned yesterday. I'm back in the office today. I just spoke with our assistant chief pilot and will be getting the memo with additional calculations over today.

Let me know if you need anything else.

Joe

From: Soderstrum, Mary [msoderstrum@avconinc.com]
Sent: Monday, July 15, 2019 10:11 AM
To: Joe Zitzka
Cc: 'Rhonda Walker'; Resheidat, Khalid
Subject: Additional Data for New Smyrna Beach Municipal Airport

Joe,

Good morning. Did I misunderstand? Were you going to send me some additional data today?

Mary Soderstrum, AIA, NCARB
Senior Airport Planner I AVCON, INC.

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Airgate Aviation, Inc.
2022 Aero Circle
New Smyrna Beach, Florida 32132

Memorandum

From: Joseph Zitzka, President

To: Rebecca Henry Harper, ADO assistant manager

Re: Runway needs with respect to Commuter air-carrier Citation fleet operations.

This memorandum addresses runway length needs regarding fleet operations for Airgate Aviation, Inc. ("Airgate"). Airgate is a part 135 operator with commuter authority and is currently authorized to operate scheduled and on-demand service out of airports[1] in the United States and Caribbean (including the Havana FIR). In order to better clarify and identify runway length issues impacting Airgate, this memorandum will highlight background information regarding the fleet operated by Airgate, actual operating calculations regarding runway length requirements, and identify representative airports at which Airgate has operated its Cessna 500 series[2] aircraft in the last three/four months.

Airgate has been in operation since 2002. Airgate's fleet includes Cessna 414A and Cessna 500 series aircraft. Airgate is currently operating four Cessna 414A aircraft and three Citation 500 series aircraft under its certificate. Airgate currently owns/operates six Cessna 414A and six Cessna 500 series aircraft. The tail numbers of the 500 series aircraft currently in operation under Airgate's certificate include N228MH, N28WL, and N524MA. Airgate also operates N900G and N17HA for training and part 91 purposes. N241BF is operated by Airgate's chief pilot for personal use. Airgate's jet operations will exceed 500 per year.[3]

As noted in pervious discussions, during summer months more than 1/3 of Airgate's operations involve take-off and/or landing determinations based on contaminated runways. The attached Exhibit A shows recorded contamination conditions at KEVB (Airgate's FBO) for the month of June. The recorded contaminated conditions does not capture the total number of days for which rainfall or other conditions created or gave rise to the need to determine take-off/landing distances under contaminated runway conditions for Airgate pilots. Examples of actual calculations involving various operating conditions for the Airgate fleet are set out below.[4] The below calculations are based on the pilot operating handbook with respect to the 500 series aircraft (550/551) for which the calculation was determined. Additionally, pursuant to Airgate's operations specifications and applicable regulations,

---

[1] Airgate Aviation, Inc. is authorized to operate scheduled service out of twelve airports in the state of Florida.
[2] Including 550/551 and 500/501 aircraft.
[3] Based on historic operations and current use, within 12 months Airgate 500 series operations will exceed 1,500.
[4] The first six rows of the table reflect take-off distance requirements. The final row reflects average landing distance under conditions reflected in the table.

pilots must take meteorological conditions into account when calculating and determining take-off and landing requirements. As is reflected in the foregoing and table below, it is worth noting that as temperatures and conditions change slightly, the real world impact is that actual take-off and landing distances range between 4,700 feet and 5,000 feet on a regular basis.

Temp	Weight	Contaminated (wet but no standing water) – 0 to 15 degree flap take-off distance	Comparative basic calculation without real world adjustment
20 degrees	13,300	4900 – 4950 ft	3210 – 3440 ft
20 degrees	13,000	4700 ft	3050 – 3270 ft
25 degrees	13,000	4950 ft	3320 – 3560 ft
20 degrees	12,500	4700 ft	2830 – 3010 ft
25 degrees	12,500	4950 ft	3030 – 3250 ft
30 degrees	12,500	4950 ft	3560 ft
25 degrees	12,700	4700 ft	3220 ft

During FAA proving runs within the last six months, Airgate 500 series aircraft operated at the airports on the runways; with identified runways lengths as set out below:

Airport	Runway	Runway Length
KORL	7/25; 13/31	6,000; 4,625
KBNA	2C/20C; 2R/20L; 13-31	8,000; 8,001; 11.030
KAVL	17/35	7,001
KSAV	1/19; 10/28	7,002; 9,351
KCHA	2/20; 15/33	7,400; 5,575
KMOB	15/33	8,502
KPNS	8/26; 17/35	7,000; 7,004
KMTH	7/25	5,008

TAKEOFF FIELD LENGTH - FEET

FLAPS - 0°
SEA LEVEL

CONDITIONS: Runway Gradient - ZERO
Landing Gear - DOWN
Anti-Ice Systems - OFF
Speed Brakes - RETRACT
Inoperative Engine - WINDMILLING AFTER V_1
Operative Engine - TAKEOFF THRUST

WEIGHT = 13300 LBS VENR = 152 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	DIST FT	0 KTS V1 KIAS	DIST FT	HEADWINDS 10 KTS V1 KIAS	DIST FT	20 KTS V1 KIAS	DIST FT	30 KTS V1 KIAS	DIST FT	VR KIAS	V2 KIAS
-25	111	3530	110	2680	110	2450	109	2230	108	2030	111	119
-20	111	3580	110	2730	110	2500	109	2280	108	2070	111	119
-15	111	3640	110	2780	109	2540	109	2320	108	2110	111	119
-10	111	3690	110	2830	109	2590	109	2370	108	2150	111	119
-5	111	3740	110	2880	109	2640	109	2410	108	2200	111	119
0	111	3800	110	2930	109	2690	109	2460	108	2240	111	119
5	110	3910	110	2980	109	2740	108	2510	108	2290	111	119
10	109	4110	110	3080	110	2830	109	2590	108	2370	111	119
15	108	4320	111	3180	110	2920	109	2680	109	2450	111	119
20	107	4790	111	3440	111	3120	110	2860	110	2610	111	119
25	106	5060	111	3760	111	3410	111	3070	111	2800	111	119
30	105	6030	111	4130	111	3740	111	3370	111	3020	111	119
35	104	8170	112	4570	112	4140	112	3730	112	3340	112	119
40	103	7800	112	5060	112	4580	112	4120	112	3680	112	119
45	102	9880	112	5620	112	5070	112	4560	112	4070	112	119
50	102	10160	112	6310	112	5680	112	5090	112	4540	112	119
54	101	11710	112	7090	112	6360	112	5700	112	5060	112	119

WEIGHT = 13000 LBS VENR = 151 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	DIST FT	0 KTS V1 KIAS	DIST FT	HEADWINDS 10 KTS V1 KIAS	DIST FT	20 KTS V1 KIAS	DIST FT	30 KTS V1 KIAS	DIST FT	VR KIAS	V2 KIAS
-25	110	3360	108	2570	108	2350	107	2140	107	1940	110	118
-20	110	3410	108	2610	108	2390	107	2180	106	1980	110	118
-15	110	3460	108	2660	108	2440	107	2220	106	2020	110	118
-10	110	3510	108	2710	108	2480	107	2260	106	2060	110	118
-5	110	3560	108	2750	108	2520	107	2310	106	2100	110	118
0	110	3610	108	2800	108	2570	107	2350	106	2140	110	118
5	110	3680	108	2860	108	2620	107	2400	106	2190	110	118
10	110	3810	109	2950	108	2710	107	2480	107	2260	110	118
15	109	3950	109	3040	109	2790	108	2560	107	2340	110	118
20	108	4360	110	3270	109	2980	109	2730	108	2490	110	118
25	107	4860	110	3580	110	3230	110	2930	109	2670	110	118
30	107	5440	110	3910	110	3540	110	3190	110	2870	110	118
35	106	6170	110	4320	110	3910	110	3520	110	3160	110	118
40	106	7000	110	4770	110	4320	110	3880	110	3470	110	118
45	104	7950	110	5280	110	4770	110	4280	110	3820	110	118
50	103	9100	110	5910	110	5320	110	4770	110	4260	110	118
54	102	10420	111	6810	111	5950	111	5320	111	4730	111	118

129F

WEIGHT = 12500 LBS VENR = 148 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	DIST FT	0 KTS V1 KIAS	DIST FT	HEADWINDS 10 KTS V1 KIAS	DIST FT	20 KTS V1 KIAS	DIST FT	30 KTS V1 KIAS	DIST FT	VR KIAS	V2 KIAS
-25	107	3090	105	2380	105	2180	104	1980	104	1790	107	116
-20	107	3140	105	2430	105	2220	104	2020	104	1830	107	116
-15	107	3180	105	2470	105	2260	104	2060	104	1870	107	116
-10	107	3230	105	2510	105	2300	104	2100	103	1910	107	116
-5	107	3280	105	2560	105	2350	104	2140	103	1940	107	116
0	107	3320	105	2600	105	2380	104	2180	103	1980	107	116
5	107	3390	105	2650	105	2430	104	2230	103	2030	107	116
10	107	3500	106	2730	105	2510	104	2300	104	2090	107	116
15	107	3620	106	2820	105	2590	105	2370	104	2160	107	116
20	108	3920	107	3010	106	2760	106	2530	105	2300	108	116
25	108	4270	108	3250	108	2950	107	2700	106	2460	108	116
30	108	4680	108	3560	108	3220	108	2900	107	2650	108	116
35	108	5170	108	3930	108	3550	108	3200	108	2860	108	116
40	107	5800	108	4320	108	3910	108	3510	108	3140	108	116
45	106	6520	108	4760	108	4300	108	3860	108	3450	108	116
50	105	7430	108	5290	108	4770	108	4280	108	3820	108	116
54	105	8470	108	5890	108	5300	108	4740	108	4220	108	116

WEIGHT = 12000 LBS VENR = 145 KIAS

TEMP DEG C	TAILWIND -10 KTS V1 KIAS	DIST FT	0 KTS V1 KIAS	DIST FT	HEADWINDS 10 KTS V1 KIAS	DIST FT	20 KTS V1 KIAS	DIST FT	30 KTS V1 KIAS	DIST FT	VR KIAS	V2 KIAS
-25	104	2860	102	2210	102	2020	101	1830	101	1650	105	114
-20	104	2900	102	2250	102	2050	101	1870	101	1690	105	114
-15	104	2950	102	2290	102	2090	101	1900	100	1720	105	114
-10	104	2990	102	2330	102	2130	101	1940	100	1760	105	114
-5	104	3040	102	2370	101	2160	101	1970	100	1790	105	114
0	104	3080	102	2410	101	2200	101	2010	100	1830	105	114
5	104	3140	102	2460	102	2250	101	2050	100	1870	105	114
10	104	3230	103	2540	102	2320	101	2120	101	1930	105	114
15	105	3320	103	2610	102	2400	102	2180	101	1990	105	114
20	105	3590	104	2780	103	2550	103	2330	102	2120	105	114
25	105	3900	105	2970	104	2720	104	2490	103	2270	105	114
30	106	4260	106	3240	106	2930	105	2670	104	2430	106	114
35	106	4700	106	3580	106	3220	106	2900	105	2620	106	114
40	106	5180	106	3910	106	3530	106	3180	106	2840	106	114
45	106	5670	106	4290	106	3870	106	3480	106	3100	106	114
50	106	6290	106	4750	106	4280	106	3840	106	3420	106	114
54	106	6980	106	5250	106	4730	106	4230	106	3770	106	114

Figure 4-14 (Sheet 1 of 30)

TAKEOFF FIELD LENGTH - FEET

FLAPS - 15°
SEA LEVEL

CONDITIONS: Runway Gradient - ZERO
Landing Gear - DOWN
Anti-Ice Systems - OFF

Speed Brakes - RETRACT
Inoperative Engine - WINDMILLING AFTER V_1
Operative Engine - TAKEOFF THRUST

WEIGHT = 13300 LBS VENR = 192 KIAS

TEMP	TAILWIND	HEADWINDS													
DEG	-10 KTS	0 KTS		10 KTS		20 KTS		30 KTS			
C	V1	DIST	V1	DIST	V1	DIST	V1	DIST	VR	V2
	KIAS	FT	KIAS	FT	KIAS	FT	KIAS	FT	KIAS	KIAS
-25	108	3310	108	2530	104	2300	103	2090	106	114
-20	108	3370	105	2570	104	2350	103	2130	106	114
-15	106	3420	105	2620	104	2390	103	2180	106	114
-10	106	3470	105	2680	104	2430	103	2220	106	114
-5	108	3520	104	2710	104	2480	103	2260	106	114
0	108	3570	104	2750	104	2520	103	2300	106	114
5	108	3640	104	2810	104	2570	103	2350	106	114
10	108	3730	105	2900	104	2660	103	2430	106	114
15	106	3800	105	2990	104	2740	104	2500	106	114
20	106	4230	106	3210	106	2930	105	2680	106	114
25	108	4440	108	3500	106	3170	106	2870	106	114
30	106	4720	108	3850	108	3480	106	3120	106	114
35	104	5120	106	4280	106	3860	106	3460	106	114
40	103	5750	107	4750	107	4280	107	3830	107	114
45	104	6590	107	5280	107	4750	107	4250	107	114
50	102	7600	107	5940	107	5330	107	4760	107	114
53	101	8030	107	6450	107	5780	107	5150	107	114

WEIGHT = 13000 LBS VENR = 191 KIAS

TEMP	TAILWIND	HEADWINDS													
DEG	-10 KTS	0 KTS		10 KTS		20 KTS		30 KTS			
C	V1	DIST	V1	DIST	V1	DIST	V1	DIST	VR	V2
	KIAS	FT	KIAS	FT	KIAS	FT	KIAS	FT	KIAS	KIAS
-25	105	3100	103	2420	102	2200	102	2000	101	113
-20	106	3210	103	2460	102	2250	102	2040	101	113
-15	105	3260	103	2510	102	2280	102	2080	101	113
-10	105	3300	103	2550	102	2330	102	2120	101	113
-5	105	3350	103	2590	102	2370	102	2160	101	113
0	105	3400	103	2640	102	2410	101	2200	101	113
5	105	3460	103	2690	102	2460	102	2250	101	113
10	105	3580	103	2770	102	2540	102	2320	101	113
15	105	3700	103	2860	103	2520	102	2390	102	113
20	105	4020	105	3050	104	2900	103	2550	102	113
25	106	4360	105	3320	105	3000	104	2740	103	113
30	105	4800	105	3850	105	3290	105	2950	105	113
35	105	5510	105	4040	105	3340	105	3270	105	113
40	106	6320	105	4470	105	4030	105	3610	105	113
45	104	7310	105	4950	105	4460	105	3990	105	113
50	103	8310	105	5550	105	4990	105	4460	105	113
54	103	8950	105	6240	105	5590	105	4980	106	113

WEIGHT = 12500 LBS VENR = 148 KIAS

TEMP	TAILWIND	HEADWINDS													
DEG	-10 KTS	0 KTS		10 KTS		20 KTS		30 KTS			
C	V1	DIST	V1	DIST	V1	DIST	V1	DIST	VR	V2
	KIAS	FT	KIAS	FT	KIAS	FT	KIAS	FT	KIAS	KIAS
-25	102	2920	100	2250	99	2050	99	1860	98	111
-20	102	2970	100	2290	99	2090	99	1890	98	111
-15	102	3010	100	2330	99	2130	99	1930	98	111
-10	102	3060	100	2370	99	2160	99	1960	98	111
-5	102	3100	100	2410	99	2200	99	2000	98	111
0	102	3150	100	2450	99	2240	99	2040	98	111
5	102	3200	100	2500	99	2290	98	2080	98	111
10	102	3300	100	2570	100	2360	99	2150	98	111
15	103	3400	100	2650	100	2430	99	2210	99	111
20	103	3560	102	2830	101	2590	100	2360	100	111
25	103	4010	103	3030	102	2770	101	2530	101	111
30	103	4400	103	3320	103	3000	103	2710	102	111
35	103	4870	103	3670	103	3310	103	2960	103	111
40	103	5380	103	4040	103	3640	103	3260	103	111
45	103	5960	103	4460	103	4010	103	3590	103	111
50	103	6610	103	4970	103	4460	103	3980	103	111
54	103	7110	103	5330	103	4960	103	4429	103	111

WEIGHT = 12000 LBS VENR = 145 KIAS

TEMP	TAILWIND	HEADWINDS													
DEG	-10 KTS	0 KTS		10 KTS		20 KTS		30 KTS			
C	V1	DIST	V1	DIST	V1	DIST	V1	DIST	VR	V2
	KIAS	FT	KIAS	FT	KIAS	FT	KIAS	FT	KIAS	KIAS
-25	99	2710	97	2080	96	1890	96	1710	95	1540	100	109
-20	99	2750	97	2120	96	1930	96	1750	95	1570	100	109
-15	98	2800	97	2160	96	1980	96	1780	95	1610	100	108
-10	99	2840	97	2180	96	2000	96	1810	95	1640	100	109
-5	99	2880	97	2230	96	2030	96	1850	95	1670	100	109
0	98	2920	97	2270	96	2070	96	1880	95	1700	100	109
5	99	2970	97	2310	96	2110	96	1920	95	1740	100	109
10	99	3060	97	2390	97	2180	96	1980	95	1800	100	109
15	99	3150	97	2460	97	2240	96	2050	96	1850	100	109
20	100	3370	99	2620	98	2390	97	2180	97	1980	100	108
25	101	3680	100	2790	99	2550	98	2330	98	2120	101	109
30	101	4010	101	3020	100	2740	100	2500	99	2270	101	109
35	101	4420	101	3320	101	3000	101	2690	100	2440	101	109
40	101	4870	101	3850	101	3290	101	2940	101	2620	101	109
45	101	5350	101	4010	101	3610	101	3230	101	2870	101	109
50	101	5940	101	4440	101	3990	101	3570	101	3170	101	109
54	101	6600	101	4920	101	4410	101	3940	101	3490	101	109

Figure 4-15 (Sheet 1 of 18)

TAKEOFF FIELD LENGTH - FEET

FLAPS - UP

DRY RUNWAY WITHOUT THRUST REVERSERS	ADVERSE RUNWAY CONDITIONS (NO THRUST REVERSERS, 15 FT SCREEN HEIGHT, ANTI-ICE OFF)												
	WET RUNWAY	WATER COVERED RUNWAY - INCHES *				SLUSH COVERED RUNWAY - INCHES *				SNOW INCHES *		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.125	0.2	0.3	0.4	1.0	2.0		
1000	1650	2450	2350	2200	2100	2500	2350	2250	2100	2400	2200	1950	5050
1200	1950	2950	2750	2550	2450	2900	2750	2600	2450	2800	2550	2300	6000
1400	2250	3500	3200	3000	2800	3350	3150	2950	2800	3150	2850	2650	7000
1600	2550	4150	3800	3450	3200	3850	3600	3350	3150	3500	3200	3000	7950
1800	2900	4750	4350	3950	3650	4450	4100	3800	3550	3900	3500	3350	8950
2000	3150	5250	4800	4350	4050	4950	4600	4250	4000	4200	3800	3650	9550
2200	3400	5750	5300	4800	4500	5450	5050	4650	4400	4550	4150	3950	10150
2400	3650	6250	5750	5250	4950	5900	5500	5100	4800	4850	4500	4250	10700
2500	3900	6750	6250	5750	5400	6350	5950	5550	5200	5200	4800	4500	11250
2800	4150	7200	6750	6200	5850	6850	6400	5950	5600	5500	5150	4800	11800
3000	4400	7700	7250	6700	6350	7300	6850	6400	6050	5850	5500	5100	12300
3200	4700	8200	7700	7150	6750	7750	7250	6800	6450	6250	5900	5350	12800
3400	4950	8600	8050	7500	7150	8150	7650	7150	6800	6650	6300	5600	13300
3600	5250	9000	8450	7850	7500	8550	8000	7500	7150	7000	6700	5800	13700
3800	5550	9350	8800	8250	7850	8900	8350	7850	7500	7400	7100	6000	14000
4000	5850	9750	9150	8600	8200	9250	8700	8200	7850	7650	7450	6150	14300
4200	6150	10100	9550	8950	8550	9600	9050	8550	8200	8300	7850	6300	14600
4400	6400	10450	9900	9300	8900	9950	9400	8850	8500	8950	8200	6450	14900
4600	6650	10800	10200	9650	9250	10300	9750	9150	8800	9550	8600	6600	15200
4800	6900	11150	10550	9950	9550	10650	10050	9450	9100	10200	9000	6750	
5000	7100	11400	10800	10200	9800	10950	10300	9750	9400	11000	9350	6900	
5200	7250	11650	11050	10450	10000	11250	10550	10050	9700	11800	9750	7050	
5400	7400	11900	11300	10700	10200	11550	10800	10350	10000	12650	10150	7200	
5600	7550	12100	11500	10950	10400	11750	11000	10650	10300	13500	10550	7350	
5800	7700	12300	11700	11150	10600	11950	11200	10950	10600	14300	10950	7500	
6000	7850	12450	11850	11350	10800	12150	11400	11250	10900	15100	11350	7650	
6200	8000	12600	12000	11550	11000	12350	11600	11550	11200		11750	7800	
6400	8150	12750	12150	11750	11200	12500	11800	11800	11500		12100	7950	
6600	8300	12850	12300	11950	11400	12650	12000	12050	11800		12500	8100	
6800	8450	12950	12450	12150	11600	12800	12200	12300	12100		12900	8250	
7000	8600	13050	12600	12350	11800	12900	12400	12600	12400		13300	8400	
7500	8900	13300	12950	12850	12300	13150	12850	13300	13150		14300	8750	
8000	9200	13500	13250	13300	12750	13400	13300	14050	13900		15250	9100	
8500	9500	13700	13600	13800	13200	13650	13800	14800	14600			9500	
9000	9800	13900	13900	14300	13700	13900	14300	15550	15300			9950	
9500	10150	14100	14200	14850	14150	14150	14800					10350	
10000	10500	14300	14550	15500	14600	14400	15350					10750	
11000	11250	14650	15200		15650	14900						11550	
12000	12100	15000				15400						12400	
13000	13000											13200	
14000	14000											14100	
15000	15000											15000	

* Takeoffs should not be attempted in any precipitation depth greater than the highest depth presented or if any of the following limits are exceeded. If no limit is presented, use the dry runway limit.

Contaminate	Altitude	Temperature	Gross Weight	Wind
0.4 Inches Water	Greater than 10,000 ft	Greater than ISA+20° C	—	—
0.3 Inches Slush	Greater than 11,000 ft	Greater than ISA+15° C	—	—
0.4 Inches Slush	Greater than 8000 ft	Greater than ISA+5° C	—	—
1.0 Inch Snow	Greater than 6000 ft	Greater than ISA	Greater than 12,500 lbs	—
2.0 Inches Snow	Greater than 6000 ft	Greater than ISA	Greater than 12,500 lbs	Any Tailwind

Figure 7-1

TAKEOFF FIELD LENGTH - FEET

FLAPS - 15°

DRY RUNWAY WITHOUT THRUST REVERSERS	ADVERSE RUNWAY CONDITIONS (NO THRUST REVERSERS, 15 FT SCREEN HEIGHT, ANTI-ICE OFF)												
	WET RUNWAY	WATER COVERED RUNWAY - INCHES *				SLUSH COVERED RUNWAY - INCHES *				SNOW INCHES *		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.125	0.2	0.3	0.4	1.0	2.0		
1000	1700	2450	2300	2150	2000	2500	2350	2200	2100	2400	2200	1950	4950
1200	2000	2900	2700	2500	2350	2900	2750	2550	2450	2800	2500	2350	5950
1400	2300	3400	3200	2900	2700	3300	3100	2900	2750	3150	2850	2700	6900
1600	2650	4050	3750	3350	3100	3750	3500	3250	3100	3500	3150	3050	7900
1800	2950	4550	4150	3750	3500	4250	3900	3600	3400	3850	3450	3400	8700
2000	3200	5000	4600	4200	3900	4800	4400	4050	3800	4150	3750	3650	9250
2200	3450	5500	5050	4600	4300	5250	4850	4450	4250	4450	4100	3950	9800
2400	3700	6000	5500	5050	4750	5700	5300	4900	4650	4800	4400	4250	10300
2600	3950	6450	5950	5450	5150	6150	5700	5300	5050	5100	4750	4500	10850
2800	4200	6900	6400	5950	5600	6600	6150	5700	5450	5450	5050	4800	11350
3000	4450	7400	6900	6400	6050	7050	6550	6100	5850	5750	5400	5050	11900
3200	4700	7850	7300	6800	6450	7450	7000	6500	6250	6100	5800	5350	12400
3400	4950	8250	7700	7200	6800	7800	7350	6850	6550	6450	6150	5600	12850
3600	5250	8600	8050	7550	7150	8200	7700	7200	6900	6800	6500	5800	13200
3800	5550	8950	8400	7900	7500	8550	8050	7550	7200	7150	6850	6000	13500
4000	5850	9350	8750	8250	7850	8900	8400	7900	7550	7500	7200	6150	13800
4200	6100	9700	9100	8550	8150	9250	8700	8200	7850	7800	7550	6300	14100
4400	6400	10050	9450	8850	8450	9600	9050	8500	8200	8100	7850	6450	14350
4600	6650	10350	9750	9150	8750	9950	9300	8800	8500	8400	8200	6600	14600
4800	6850	10600	10000	9450	9050	10200	9600	9100	8750	8700	8550	6750	14850
5000	7050	10850	10250	9700	9300	10450	9850	9400	9000	9000	8900	6850	15100
5200	7200	11050	10450	9900	9500	10650	10000	9700	9250	9300	9250	6950	
5400	7350	11250	10650	10100	9700	10800	10150	10000	9450	9600	9600	7050	
5600	7500	11400	10800	10300	9900	10950	10300	10300	9650	9900	9950	7150	
5800	7600	11550	11000	10450	10050	11100	10450	10600	9850	10200	10350	7250	
6000	7700	11700	11150	10600	10200	11200	10600	10900	10050	10500	10700	7350	
6200	7800	11850	11300	10750	10350	11300	10700	11200	10350	10800	11050	7450	
6400	7900	11950	11400	10900	10500	11400	10800	11500	10700	11100	11400	7600	
6600	8000	12050	11500	11050	10650	11500	10900	11800	11150	11400	11750	7750	
6800	8100	12150	11600	11200	10800	11600	11000	12100	11700	11700	12100	7900	
7000	8200	12250	11700	11300	10950	11700	11100	12400	12300	12000	12450	8100	
7500	8500	12450	11900	11550	11300	11850	11250	13100	13800	12750	13350	8600	
8000	8800	12650	12100	11800	11700	12000	11400	13850	15050	13500	14200	9100	
8500	9100	12850	12250	12050	12150	12150	11600	14600		14250	15100	9500	
9000	9400	13050	12400	12350	12700	12300	11800	15350		15000		10100	
9500	9750	13300	12600	12700	13250	12550	12100					10600	
10000	10150	13500	12850	13200	13950	12950	12550					11100	
11000	11050	13950	13500	14400	15400	14150	13900					12100	
12000	12000	14500	14300	15650		15600	15350					13100	
13000	13000	15400	15200				16800					14100	
14000	14000											15100	
15000	15000												

* Takeoffs should not be attempted in any precipitation depth greater than the highest depth presented or if any of the following limits are exceeded. If no limit is presented, use the dry runway limit.

Contaminate	Altitude	Temperature	Gross Weight	Wind
0.4 Inches Water	Greater than 6000 ft	Greater than ISA+20° C	—	—
0.3 Inches Slush	—	Greater than ISA+20° C	—	—
0.4 Inches Slush	—	Greater than ISA+5° C	—	—
1.0 Inch Snow	Greater than 5000 ft	Greater than ISA	Greater than 13,000 lbs	—
2.0 Inches Snow	Greater than 5000 ft	Greater than ISA	—	Any Tailwind

Figure 7-2

LANDING DISTANCE - FEET ACTUAL DISTANCE SEA LEVEL

CONDITIONS: Landing Gear - DOWN
Wing Flaps - LAND
Speed Brakes - EXTEND AFTER TOUCHDOWN
Anti-Ice Systems - ON or OFF
Thrust - IDLE
Airspeed - V_{REF} at 50 FEET

Some conditions may be brake energy limited. Refer to Figures 4-27 and 4-28 for allowable landing weights.

WEIGHT = 13300 LBS *
VREF = 111 KIAS VAPP = 118 KIAS

TEMP DEG C	TAILWIND 10 KTS	ZERO WIND	HEADWINDS 10 KTS	20 KTS	30 KTS
-25	2780	2160	2030	1910	1790
-20	2840	2180	2050	1930	1810
-15	2900	2200	2070	1950	1830
-10	2970	2220	2090	1970	1850
-5	3040	2240	2110	1990	1870
0	3110	2270	2140	2010	1890
5	3180	2300	2160	2030	1910
10	3260	2340	2180	2050	1930
15	3340	2390	2200	2080	1950
20	3430	2430	2220	2100	1980
25	3520	2480	2250	2120	2000
30	3620	2530	2290	2140	2020
35	3720	2580	2330	2160	2040
40	3820	2630	2380	2180	2060
45	3930	2690	2420	2200	2080
50	4030	2740	2460	2230	2080
54	4100	2770	2490	2260	2100

WEIGHT = 12700 LBS
VREF = 108 KIAS VAPP = 116 KIAS

TEMP DEG C	TAILWIND 10 KTS	ZERO WIND	HEADWINDS 10 KTS	20 KTS	30 KTS
-25	2580	2110	1980	1860	1740
-20	2630	2130	2000	1880	1760
-15	2680	2150	2020	1900	1780
-10	2730	2170	2040	1920	1800
-5	2790	2190	2060	1940	1820
0	2840	2210	2080	1960	1840
5	2900	2230	2100	1980	1860
10	2960	2250	2120	2000	1880
15	3020	2270	2140	2020	1900
20	3080	2290	2160	2040	1920
25	3150	2320	2180	2060	1940
30	3220	2340	2210	2080	1960
35	3290	2380	2230	2100	1980
40	3360	2420	2250	2120	2000
45	3440	2470	2270	2140	2020
50	3510	2510	2280	2160	2030
54	3550	2530	2300	2160	2040

WEIGHT = 12500 LBS
VREF = 108 KIAS VAPP = 115 KIAS

TEMP DEG C	TAILWIND 10 KTS	ZERO WIND	HEADWINDS 10 KTS	20 KTS	30 KTS
-25	2530	2090	1960	1840	1730
-20	2570	2110	1980	1860	1750
-15	2620	2130	2000	1880	1770
-10	2670	2150	2020	1900	1790
-5	2710	2170	2040	1920	1810
0	2760	2190	2060	1940	1820
5	2820	2210	2080	1960	1840
10	2870	2230	2100	1980	1860
15	2930	2250	2130	2000	1880
20	2990	2280	2150	2020	1900
25	3050	2300	2170	2040	1920
30	3110	2320	2190	2060	1940
35	3170	2340	2210	2080	1960
40	3240	2360	2230	2100	1980
45	3310	2400	2250	2120	2000
50	3370	2440	2260	2140	2010
54	3410	2460	2270	2140	2020

WEIGHT = 12000 LBS
VREF = 106 KIAS VAPP = 113 KIAS

TEMP DEG C	TAILWIND 10 KTS	ZERO WIND	HEADWINDS 10 KTS	20 KTS	30 KTS
-25	2470	2050	1920	1800	1690
-20	2490	2070	1940	1820	1710
-15	2510	2090	1960	1840	1730
-10	2530	2110	1980	1860	1750
-5	2560	2130	2000	1880	1760
0	2600	2150	2020	1900	1780
5	2640	2170	2040	1920	1800
10	2690	2190	2060	1940	1820
15	2730	2210	2080	1960	1840
20	2780	2230	2100	1970	1860
25	2830	2250	2120	1990	1880
30	2880	2270	2140	2010	1890
35	2930	2280	2160	2030	1910
40	2980	2300	2170	2050	1930
45	3040	2320	2190	2070	1950
50	3080	2340	2210	2080	1960
54	3110	2340	2210	2090	1970

To obtain landing distance with a runway gradient, refer to factors on page 4-180.

* For use in an emergency which requires a landing at a weight in excess of maximum design landing weight of 12,700 pounds.

Figure 4-29 (Sheet 1 of 30)

LANDING DISTANCE - FEET

AIRSPEED - V_{REF}

FLAPS - FULL

DRY RUNWAY WITHOUT THRUST REVERSERS	ADVERSE RUNWAY CONDITIONS (NO THRUST REVERSERS, V_{REF}, WITHOUT TAILWINDS, 50 FT SCREEN HEIGHT)														
	WET RUNWAY	WATER COVERED RUNWAY - INCHES					SLUSH COVERED RUNWAY - INCHES					SNOW INCHES		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.5	0.125	0.2	0.3	0.4	0.5	1.0	2.0		
1200	1700	2300	2250	2050	1950	1900	2300	2200	2150	2100	2100	2400	2150	1900	6300
1400	2000	2700	2600	2450	2450	2400	2750	2650	2500	2500	2500	2650	2600	2300	7900
1600	2400	3300	3100	2950	2950	2800	3300	3150	3000	2900	2900	3300	3000	2700	9500
1800	2700	3950	3750	3500	3400	3250	3800	3700	3500	3350	3300	3700	3400	3100	10900
2000	3000	4700	4450	4000	3900	3700	4400	4200	4000	3800	3650	4150	3800	3450	12400
2200	3400	5400	5000	4700	4400	4100	5100	4650	4550	4200	4050	4550	4150	3850	13900
2400	3700	5850	5600	5100	4900	4600	5700	5300	5000	4600	4400	5000	4450	4250	
2600	4100	6500	6100	5600	5300	5000	6300	5800	5500	5100	4800	5400	4750	4600	
2800	4400	7600	6750	6200	5700	5450	7100	6300	5900	5450	5200	5800	5050	5000	
3000	4700	8100	7450	6750	6150	5900	7600	7000	6300	5800	5600	6200	5400	5400	
3200	5100	8650	8000	7200	6600	6300	8150	7500	6800	6350	6000	6600	5700	5650	
3400	5400	9150	8400	7650	6900	6650	8500	7900	7200	6700	6400	7000	6050	5950	
3600	5700	9550	8800	8050	7300	7000	9100	8500	7600	7000	6700	7400	6350	6200	
3800	6100	9950	9200	8450	7700	7300	9550	8850	8000	7400	6950	7800	6650	6400	
4000	6400	10300	9600	8800	8150	7700	10050	9250	8400	7800	7300	8200	6950	6650	
4200	6700	10700	10000	9150	8500	7900	10400	9600	8800	8100	7550	8600	7250	6850	
4400	7100	11000	10300	9450	8700	8200	10800	10000	9100	8400	7800	9000	7550	7000	
4600	7400	11400	10550	9700	9000	8400	11150	10350	9450	8700	8100	9400	7800	7150	
4800	7800	11800	10900	10000	9300	8700	11550	10700	9750	9000	8400	9800	8150	7300	
5000	8100	12100	11200	10300	9500	8900	11900	11000	10050	9300	8650	10100	8400	7450	
5200	8400	12350	11500	10600	9800	9200	12200	11300	10300	9500	8900	10400	8650	7600	
5400	8700	12700	11800	10850	10000	9400	12500	11600	10550	9700	9100	10700	8850	7750	
5600	9000	12900	12050	11050	10250	9600	12800	11900	10800	10000	9300	11000	9100	7900	
5800	9350	13200	12300	11300	10450	9800	13100	12100	11100	10300	9550	11300	9350	8100	
6000	9650	13500	12500	11500	10650	10000	13450	12400	11350	10500	9800	11600	9550	8250	
6200	10000	13800	12800	11700	10800	10100	13700	12700	11600	10700	10000	11900	9800	8400	
6400	10250	14000	13050	11900	11000	10300	14050	13000	11800	10900	10200	12200	10000	8550	
6600	10600	14300	13300	12200	11200	10500	14350	13300	12100	11150	10400	12500	10200	8700	
6800	10900	14550	13550	12400	11400	10700	14650	13500	12300	11350	10600	12850	10450	8850	
7000	11200	14800	13800	12600	11600	10850	14950	13800	12500	11600	10750	13100	10650	9000	
7200	11500		14050	12800	11800	11000		14100	12700	11800	10950	13400	10850	9150	
7400	11850		14300	13000	12000	11200		14400	13000	12000	11150	13750	11050	9300	
7600	12200		14550	13250	12200	11400		14700	13250	12200	11350	14050	11250	9450	
7800	12500		14800	13500	12400	11600		14950	13500	12400	11550	14350	11450	9650	
8000	12800			13700	12600	11750			13750	12600	11750	14650	11650	9800	
8400	13400			14100	13000	12100			14200	13050	12150		12000	10100	
8800	14000			14550	13400	12500			14700	13500	12500		12400	10400	
9200	14700			15000	13800	12650				13900	12900		12800	10750	
9600					14200	13200				14300	13300		13150	11050	
10000					14600	13600				14750	13700		13550	11350	
10400					15000	13900					14100		13900	11650	
10800						14300					14500		14250	12000	
11200						14650					14850		14650	12300	
11600						15000							15000	12600	
12000														12900	
12400														12250	
12800														12550	

NOTE

The published limiting maximum tailwind component for this airplane is 10 knots: however, Cessna does not recommend landings on precipitation-covered runways with any tailwind component. If a tailwind landing cannot be avoided, multiply the above data by the following factor:

	WET RUNWAY	WATER COVERED RUNWAY - INCHES					SLUSH COVERED RUNWAY - INCHES					SNOW INCHES		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.5	0.125	0.2	0.3	0.4	0.5	1.0	2.0		
TAILWIND FACTOR	1.07	1.13	1.12	1.12	1.12	1.11	1.12	1.12	1.12	1.12	1.11	1.11	1.11	1.05	*

* Landings with any tailwind should not be attempted on wet ice.

Figure 7-3

LANDING DISTANCE - FEET

FLAPS - FULL

AIRSPEED - V_{REF} + 10 KNOTS

DRY RUNWAY WITHOUT THRUST REVERSERS	ADVERSE RUNWAY CONDITIONS (NO THRUST REVERSERS, V_{REF}+10, WITHOUT TAILWINDS, 50 FT SCREEN HEIGHT)														
	WET RUNWAY	WATER COVERED RUNWAY - INCHES					SLUSH COVERED RUNWAY - INCHES					SNOW INCHES		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.5	0.125	0.2	0.3	0.4	0.5	1.0	2.0		
1400	2400	3350	3000	2900	2650	2500	3200	3000	2900	2700	2600	3100	2800	2800	9000
1600	2800	4050	3650	3450	3250	3050	3800	3600	3400	3200	3100	3600	3300	3300	11200
1800	3200	4800	4400	4100	3900	3650	4500	4200	4000	3700	3600	4100	3700	3800	12400
2000	3800	5800	5300	4900	4600	4350	5300	5000	4800	4400	4200	4750	4300	4250	13500
2200	4600	6900	6400	5900	5550	5300	6600	6200	5700	5300	5100	5700	5000	4650	14600
2400	5125	7800	7250	6700	6300	5900	7400	7000	6400	6000	5700	6400	5450	5150	
2600	5700	8650	8100	7400	7000	6550	8200	7700	7100	6650	6250	7050	6000	5550	
2800	6300	9500	8850	8050	7600	7150	9050	8450	7800	7250	6800	7750	6550	6000	
3000	7000	10350	9650	8750	8200	7750	9800	9200	8450	7900	7400	8400	7050	6400	
3200	7700	11200	10500	9450	8750	8300	10650	10000	9150	8550	7900	9050	7700	6750	
3400	8500	12000	11300	10150	9300	8800	11500	10700	9800	9200	8500	9850	8350	7000	
3600	9300	12850	12050	10750	9900	9300	12400	11450	10500	9800	9000	10700	9000	7250	
3800	10200	13700	12850	11550	10500	9800	13450	12450	11200	10400	9700	11500	9650	7450	
4000	11100	14600	13700	12350	11200	10600	14450	13500	12200	11400	10500	12400	10400	7650	
4200	12100		14500	13150	11950	11600		14500	13100	12500	11250	13800	11100	7800	
4400	13100			13950	12850	12600			14100	13650	12050	15000	12100	7950	
4600	14200			14750	13900	13500			15000	14800	13200		13500	8100	
4800						14450					14900			8250	
5000														8450	
5400														8750	
5800														9100	
6200														9450	
6600														9750	
7000														10100	
7400														10450	
7800														10750	
8200														11100	
8600														11450	
9000														11800	
9400														12100	
9800														12450	
10200														12800	
10600														13100	
11000														13500	
11400														13800	
11800														14150	
12200														14500	

NOTE

The published limiting maximum tailwind component for this airplane is 10 knots; however, Cessna does not recommend landings on precipitation-covered runways with any tailwind component. If a tailwind landing cannot be avoided, multiply the above data by the following factor:

	WET RUNWAY	WATER COVERED RUNWAY - INCHES					SLUSH COVERED RUNWAY - INCHES					SNOW INCHES		COMPACT SNOW	WET ICE
		0.125	0.2	0.3	0.4	0.5	0.125	0.2	0.3	0.4	0.5	1.0	2.0		
TAILWIND FACTOR	1.00	1.01	1.00	1.00	1.00	1.00	1.01	1.00	1.00	1.00	1.00	1.03	1.03	1.03	*

* Landings with any tailwind should not be attempted on wet ice.

Figure 7-4

Exhibit A

Weather history New Smyrna Beach june 2019

Day	High (°F)	Low (°F)	Precip. (inch)	Snow (inch)	Snow depth (inch)
1 jun 2019	90.0	73.9	-	-	-
2 jun 2019	90.0	73.9	0.76	-	-
3 jun 2019	93.0	73.9	0.00	-	-
4 jun 2019	93.0	73.9	1.28	-	-
5 jun 2019	87.1	77.0	0.00	-	-
6 jun 2019	86.0	75.9	0.00	-	-
7 jun 2019	93.0	73.0	-	-	-
8 jun 2019	91.0	73.9	-	-	-
9 jun 2019	87.1	73.0	2.51	-	-
10 jun 2019	89.1	71.1	3.18	-	-
11 jun 2019	91.0	72.0	0.05	-	-
12 jun 2019	91.0	73.9	0.35	-	-
13 jun 2019	91.9	72.0	0.68	-	-
14 jun 2019	86.0	71.1	-	-	-
15 jun 2019	82.9	72.0	-	-	-
16 jun 2019	84.9	73.9	0.02	-	-
17 jun 2019	86.0	75.9	0.00	-	-
18 jun 2019	86.0	75.0	0.00	-	-
19 jun 2019	91.0	73.0	0.87	-	-
20 jun 2019	91.0	72.0	1.68	-	-
21 jun 2019	93.9	72.0	-	-	-
22 jun 2019	96.1	77.0	-	-	-
23 jun 2019	95.0	78.1	0.00	-	-
24 jun 2019	90.0	75.0	0.00	-	-
25 jun 2019	91.9	75.0	-	-	-

Past weather New Smyrna Beach - june 2019

Average high temperature:	89.7°F (normal: 88°F)
Average low temperature:	71.6°F (normal: 71°F)
Average temperature:	80.65°F (normal: 79°F)
Total Precipitation:	12.33 inch (normal: 6.5 inch)
Total snowfall:	0 inch
Highest max temperature:	96.1°F
Lowest max temperature:	82.9°F
Highest min temperature:	78.1°F
Lowest min temperature:	°F

Be a game changer in production. Learn More Quad

26 jun 2019	90.0	75.9	-	-	-
27 jun 2019	91.9	75.0	0.00	-	-
28 jun 2019	87.1	-	0.00	-	-
29 jun 2019	88.0	75.9	0.00	-	-
30 jun 2019	86.0	73.0	0.95	-	-

T = Trace

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City of New Smyrna Beach

Catch The Charm

July 3, 2019

Congressman Michael Waltz
District Office
Port Orange City Hall
1000 City Center Circle, 2nd Floor
Port Orange, FL 32129

Dear Congressman Waltz:

As you may recall during your visit to the airport, we have a looming FAA decision on July 10th that would legislatively downsize the New Smyrna Beach Airport. This would negatively impact revenue for the airport, the FAA/DOT authorized commuter air carrier and other aviation businesses based on the field, as well as many other local businesses, prominent local residents, and thousands of guest so critical to our local economy.

If the decision is made by the FAA to publish the declared distance for runway 07/25, it would effectively close the airport to certain types of aircraft and threaten the nearly $200M in economic impact the airport brings to New Smyrna Beach and the surrounding area. Currently, our airport is the 4th busiest Federal Contact Tower in the United States, as well as a reliever airport for Daytona Beach International and Orlando International airports - this would dramatically change that.

We have been working on this issue with the FAA, local aviation business owners, and an aviation consulting company. The consulting company has evaluated the runway 07/25 deficiencies and will be preparing a report providing alternatives to avoid shortening the runway. The report with data justifying the need for a 5000' runway based on critical aircrafts that operate from our airport, will be sent to the FAA on or before July 10th.

However, due to the significant potential negative economic impacts of an unfavorable decision, I am asking for any additional help you can provide. We need your support in asking the FAA to further delay publishing the declared distance for runway 07/25 until such time as the city is able to provide a viable alternative to ensure uninterrupted services to our business partners.

Finally, it should be noted, this is not a request for any expansion of the capabilities of the airport. We are asking for protection of what is currently permitted and what our business partners have tailored their operations around.

Thank you for your time on this matter, and for your continued support and outstanding representation of New Smyrna Beach! I've spoken to many people in our community, who saw the pictures and video from the D-Day event - what an amazing tribute.

Sincerely,

Russ Owen,
Mayor

Cc: Khalid Resheidat, Interim City Manager
Rhonda Walker, Airport Manager

City of New Smyrna Beach

Catch The Charm

July 3, 2019

Congressman Michael Waltz
District Office
Port Orange City Hall
1000 City Center Circle, 2nd Floor
Port Orange, FL 32129

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Sincerely,

Russ Owen,
Mayor

COPY

Cc: Khalid Resheidat, Interim City Manager
Rhonda Walker, Airport Manager

City of New Smyrna Beach

Catch The Charm

July 3, 2019

Congressman Michael Waltz
District Office
Port Orange City Hall
1000 City Center Circle, 2nd Floor
Port Orange, FL 32129

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Sincerely,

Russ Owen,
Mayor

Cc: Khalid Resheidat, Interim City Manager
Rhonda Walker, Airport Manager

CHALLENGER 350

TAKEOFF SPEEDS/FIELD LENGTH – FLAPS 20

FLAPS 20°
ENGINE BLEED ON

DRY RUNWAY TAKEOFF DATA
ALTITUDE SEA LEVEL

TAKEOFF SPEEDS (KIAS) AND FIELD LENGTH (FT)

WT (LB) / V1 (KIAS)	DATA	TEMPERATURE °C													
		-40	-30	-20	-10	0	10	15	20	25	30	35	40	45	50
38000 / 135	V_1	119	119	119	119	119	119	119	119	119	119	118	118	117	117
	V_R	119	119	119	119	119	119	119	119	119	119	118	118	117	117
	V_2	130	130	130	129	129	129	129	128	128	128	127	126	125	123
	TOFL	2970	3080	3180	3300	3410	3520	3580	3630	3690	3750	3870	4040	4230	4440
36000 / 140	V_1	119	119	119	119	118	118	118	118	118	118	118	117	117	117
	V_R	119	119	119	119	118	118	118	118	118	118	118	117	117	117
	V_2	129	128	128	128	128	127	127	127	127	127	126	125	124	122
	TOFL	3040	3150	3260	3380	3500	3610	3670	3730	3780	3850	3980	4160	4360	4590
32000 / 144	V_1	118	118	118	118	118	118	118	118	118	118	118	117	117	117
	V_R	118	118	118	118	118	118	118	118	118	118	118	117	117	117
	V_2	127	127	127	127	126	126	126	126	126	126	125	124	123	121
	TOFL	3120	3230	3340	3460	3580	3700	3760	3820	3880	3950	4090	4290	4500	4750
35000 / 145	V_1	118	118	118	118	118	118	118	118	118	118	117	117	117	117
	V_R	118	118	118	118	118	118	118	118	118	118	117	117	117	118
	V_2	126	126	126	125	125	125	125	125	125	124	124	123	122	122
	TOFL	3190	3310	3420	3550	3670	3800	3860	3920	3980	4050	4200	4410	4650	4950
30000 / 153	V_1	118	118	118	118	118	118	118	118	118	117	117	118	120	122
	V_R	119	119	119	119	119	119	119	119	119	119	120	120	121	122
	V_2	125	125	125	125	125	125	125	125	125	125	125	125	125	125
	TOFL	3270	3390	3510	3630	3760	3890	3950	4010	4080	4150	4310	4650	5060	5580
28000 / 157	V_1	122	121	121	121	121	121	121	121	121	121	122	123	125	126
	V_R	123	123	123	123	123	123	123	123	124	124	124	124	125	126
	V_2	129	129	129	129	129	129	129	129	129	129	129	129	129	129
	TOFL	3560	3690	3800	3950	4090	4240	4300	4360	4430	4520	4770	5180	5680	6380
40600 / 163	V_1	127	127	126	126	126	126	126	126	126	126	127	128	130	130
	V_R	128	128	128	128	128	128	128	128	128	128	128	129	130	130
	V_2	133	133	133	133	133	133	133	133	133	133	133	133	133	133
	TOFL	4010	4150	4280	4450	4610	4770	4840	4920	4990	5090	5410	5910	6560	7470

CSEG_QRH_IMP_TO_F20_0FT_DRY_ECS_01MAY14

NOTES:

1. Applicable for ZERO Runway Gradient and ZERO Wind Conditions ONLY.
2. For Runway Gradient and Wind corrections, see corrections page.
3. Add 100 feet to the takeoff field length when using the rolling takeoff preocedure. See AFM for procedure.

MAX T.O. WT
40,600 @ 30°C
5090

TAKEOFF SPEEDS/FIELD LENGTH – FLAPS 20

FLAPS 20° **WET RUNWAY TAKEOFF DATA**

ENGINE BLEED ON **ALTITUDE SEA LEVEL**

TAKEOFF SPEEDS (KIAS) AND FIELD LENGTH (FT)															
WT (LB) V_{FTO} (KIAS)	DATA	TEMPERATURE °C													
		–40	–30	–20	–10	0	10	15	20	25	30	35	40	45	50
28000 V_{FTO}=135	V_1	119	119	119	119	119	119	119	119	119	119	118	118	117	117
	V_R	119	119	119	119	119	119	119	119	119	119	118	118	117	117
	V_2	130	130	130	129	129	129	129	128	128	128	127	126	125	123
	TOFL	3400	3530	3660	3800	3930	4080	4140	4210	4280	4360	4500	4680	4890	5110
30000 V_{FTO}=140	V_1	119	119	119	119	118	118	118	118	118	118	118	117	117	117
	V_R	119	119	119	119	118	118	118	118	118	118	118	117	117	117
	V_2	129	128	128	128	128	127	127	127	127	127	126	125	124	122
	TOFL	3490	3630	3760	3910	4050	4200	4270	4340	4410	4490	4640	4840	5060	5310
32000 V_{FTO}=144	V_1	118	118	118	118	118	118	118	118	118	118	118	117	117	117
	V_R	118	118	118	118	118	118	118	118	118	118	118	117	117	117
	V_2	127	127	127	127	126	126	126	126	126	126	125	124	123	121
	TOFL	3590	3730	3870	4020	4170	4320	4390	4470	4540	4620	4780	5000	5240	5500
34000 V_{FTO}=149	V_1	118	118	118	118	118	118	118	118	118	118	117	117	117	116
	V_R	118	118	118	118	118	118	118	118	118	118	117	117	117	118
	V_2	126	126	126	125	125	125	125	125	125	124	124	123	122	122
	TOFL	3680	3820	3970	4130	4280	4440	4510	4590	4670	4760	4930	5160	5410	5690
36000 V_{FTO}=153	V_1	118	118	118	118	118	118	118	118	118	117	117	117	117	116
	V_R	119	119	119	119	119	119	119	119	119	119	120	120	121	122
	V_2	125	125	125	125	125	125	125	125	125	125	125	125	125	125
	TOFL	3780	3920	4070	4240	4400	4560	4640	4710	4790	4890	5070	5310	5580	5890
38000 V_{FTO}=157	V_1	118	118	118	118	117	117	117	117	117	117	117	117	117	120
	V_R	123	123	123	123	123	123	123	123	124	124	124	124	125	126
	V_2	129	129	129	129	129	129	129	129	129	129	129	129	129	129
	TOFL	3870	4020	4180	4340	4510	4680	4760	4840	4920	5020	5210	5470	5850	6490
40600 V_{FTO}=163	V_1	119	119	119	119	119	119	119	119	118	118	119	121	123	126
	V_R	128	128	128	128	128	128	128	128	128	128	128	129	130	130
	V_2	133	133	133	133	133	133	133	133	133	133	133	133	133	133
	TOFL	4120	4270	4420	4600	4780	4960	5040	5120	5200	5300	5610	6090	6730	7470

C350_QRH_IMP_TO_F20_0FT_WET_ECS_01MAY14

NOTES:

1. Applicable for ZERO Runway Gradient and ZERO Wind Conditions ONLY.
2. Appliable for Two Operable Thrust-Reversers
3. For Runway Gradient and Wind corrections, see corrections page.
4. Add 100 feet to the takeoff field length when using the rolling takeoff preocedure. See AFM for procedure.

Wet Runway
30° limited to 36,000 lbs
4890 ft

Airgate Aviation, Inc.
2022 Aero Circle
New Smyrna Beach, Florida 32168

Via email and hand delivery

Rhonda Walker, Manager
New Smyrna Beach Municipal Airport
602 Skyline Drive
New Smyrna Beach, Florida 32168

Re: Jet operations at KEVB

Dear Rhonda,

Per our discussion yesterday regarding the number of observed jet operations at KEVB, please note the following. As we discussed, our records for the FBO operation reflect: (i) 22 jet operations during the first 8 days of March 2019; (ii) 58 jet operations during the month of February 2019; and (iii) 68 jet operations during the month of January. The results can be extrapolated to reflect an average of 64 jet operations per month or approximately 768 jet operations per year at KEVB. Examples of the jet operations include, but are not limited to, Citation XLs, Gulfstreams (Gulfstream G150), Hawkers, CJ2 – CJ4s, and Beechjets,

Please note that these numbers are limited to traffic observed through the FBO and do not include other operators/operations on the airport. Further, the above numbers do not reflect the operation of the five Cessna Citations that we own and operate. As such, the operations with respect to Airgate's commuter and on-demand part 135 service and/or any part 91 flights are not included in the above numbers. Rather, those operations would add to and increase both the monthly and yearly number of jet operations conducted at KEVB. Projections and historic data regarding our operations indicate that our jet operations will exceed 500 per year.

Should you have any questions, please do not hesitate to contact my office.

Respectfully,

Joseph W. Zitzka,
President

September 29, 2005

Mr. David A. Roberts
Airport Inspection and Safety Manager
Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

RE: Response to Inspection Results and Airfield Deficiencies
New Smyrna Beach Municipal Airport

Dear Mr. Roberts:

The following is in response to the airfield deficiencies recorded on April 28th for the New Smyrna Beach Municipal Airport. The following comments are from your letter dated July 7, 2005:

1. The safety area for Runway 02 is only 223 feet long due to a fence. The fence should be relocated, the runway end relocated, or a declared distance installed to lengthen the safety area to at least 240 feet.

Response - At this time the airport engineer is considering various options for the re-surfacing of Runway 02-20. Since this secondary crosswind runway is not required based on the wind analysis, the most economical form of re-surfacing is essential in order for the City to accomplish this project. At the time that the runway is re-surfaced, either the Runway 02 end will be relocated or declared distances will be applied.

2. The safety area for Runway 06 is only 133 feet long due to a fence. The fence should be relocated, the runway end relocated, or a declared distance installed to lengthen the safety area to at least 240 feet.

Response - As part of the recently approved 2005 Airport Master Plan Update, new aerial photogrammetry was flown for the airport. This new data along with the runway endpoint data provided a lot of valuable information for the airport. Among which is that Runway 06-24 will need to be re-designated as Runway 07-25 in the future. Also, during the Master Plan process, it was determined that the Airport Reference Code is B-II with only visual approaches for both the existing and future conditions. Therefore, we have applied a Runway Safety Area (RSA) of 150 feet wide by 300 feet long and a Runway Object Free Area (ROFA) of 500 feet wide by 300 feet long to this runway.

Using the new photogrammetry, only 114 feet is available for the more demanding ROFA. Currently the Runway 07 threshold is displaced 335 feet. This displacement provides the proper approach clearance over Sunset Road. Also, by applying declared distances, this displaced threshold provides a more than adequate ROFA and RSA. This application of declared distances is depicted on the Airport Layout Plan (ALP) approved by the Federal Aviation Administration on May 6, 2005. A copy of the ALP is attached.

3. The safety area for Runway 24 is only 182 feet long due to a fence. The fence should be relocated, the runway end relocated, or a declared distance installed to lengthen the safety area to at least 240 feet.

Response - The new photogrammetry showed that only 169 feet is available for the Runway 25 ROFA. Currently the Runway 25 threshold is displaced 300 feet. This displacement provides the proper approach clearance over U.S. Highway 1. Also, by applying declared distances, this displaced threshold provides a more than adequate ROFA and RSA. This application of declared distances is depicted on the ALP approved by the Federal Aviation Administration on May 6, 2005. A copy of the ALP is attached.

With respect to the required updates to the Airport Facility Directory and the Airport Master Record, we have marked-up the copies you have provided for both. In order update the Airport Facility Directory, we ask that you revise the Airport Inspection Record based on the information in this letter and mark-ups attached. Then once the designation of Runway 06-24 is changed to Runway 07-25 in an upcoming lighting and marking project, we will submit the updated Airport Inspection Record to the addresses you provided. This will avoid having to re-submit changes more than once in a few months time.

Should you have any questions, do not hesitate to contact me.

Sincerely,

Rhonda Walker
Assistant Public Works Director

Enclosures

Cc: Mr. Brian Pendleton, Airport Engineering Company, Inc.
Mr. Douglas DiCarlo, Hoyle, Tanner & Associates, Inc.

TECHNICAL ADVISORY COMMITTEE MEETING
MINUTES
SEPTEMBER 20, 2018

The Technical Advisory Committee held a meeting on Thursday, September 20, 2018 at the City Commission Chambers, 210 Sams Avenue, New Smyrna Beach, Florida. Philip Jufko, consultant for Michael Baker International Consultant Firm called the meeting to order at 10:05 a.m.

The following members and support staff were present:

Jim Zeiler, ATCT Manager
Keith Goodrum, Airport Advisory Board Member
Joe Zitzka, Airgate Aviation
Frank Norman, Airgate Aviation
Mike Smyser, Bi-Plan Operation
Gary Norville, Airport Advisory Board Member
Jeff Mitchell, American Aero
Janet Tinoco, Embry-Riddle Aeronautical University
William Feger III, Airport Advisory Board Member
Eileen Smyser, Airport Advisory Board Member
Jim Wikstrom, FDOT District 5
Michael Thompson, Michael Baker International
Philip Jufko, Michael Baker International
Khalid Resheidat, Assistant City Manager
Amye King, Planning Director
Tony Otte, Economic Development Director

Also present were Recording Secretary Tammy Dickerson, Nancy Anderson and members of the public and press.

Discuss updated Airport Master Plan

Philip Jufko, Project Manager with Michael Baker International consultant firm, stated his name then addressed the committee. He stated that they would do a run through on the Airport Master Plan for the ones that weren't at the Airport Advisory Board meeting. He had everyone introduce themselves. He then gave a PowerPoint presentation and discussed the Airport Master Plan process.

Khalid Resheidat stated that he doesn't want to rush the process and if we need more meetings we will have them. He stated that when it goes back before the Airport Advisory Board (AAB) and then the City Commission he wants to make sure that we have discussed all the concerns. He stated that if we don't come to a consensus now in this meeting then we will have another meeting.

Gary Norville, stated his name then addressed the committee. He stated that in the design group of aircraft we operate group 3 aircraft so the wingspan is what puts us in that category so in planning we need to make sure we have at least 118 feet. Our

aircraft have wingspans that are at least 100-110 feet so we need to plan for these planes to get around the airport.

Mr. Jufko stated that some of the areas would not be designed for that but as we get closer to your area they would be. He stated that this airport is designed for group 2 but as things change at the airport we would need to make sure the facilities meet those group 3 standards.

Jeff Mitchell stated that the airplanes that we maintain don't need the extreme length but we need wingtip clearance.

Mr. Norville stated that in the future when considering changes to the airport that we consider that we need group 3 in order to taxi in and out of the facility.

Mr. Jufko asked if there was a particular aircraft that is driving that.

Mr. Norville stated the following aircraft: 2- Boeing B17's, Consolidated B24 and future PBY and C47.

Mike Smyser stated his name then addressed the committee. He asked what the section 6-1 means talking about preferred alternatives.

Mr. Jufko stated that we are looking at several different alternatives for developing on the airport. He stated that we have come up with several different alternatives which doesn't always meet everyone's needs at the airport but there are positives to several of them. He stated that sometimes we end up with a hybrid solution for development as a result. He said such as hangar development we came up with several alternatives for hangar development but only parts of it ended up on the finish line for several reasons such as allowing for future expansion and access capability. So the preferred is what we studied during the preliminary draft which we considered some of the feedback we received from these alternatives also.

Mr. Smyser stated that looking at section 6-1 it talks about what is going to happen with runway 7-25 but it doesn't talk about runway 11-29. He stated that you have in here the 2 runways but what about the runway that is going to retain the 5000 feet that is needed for airport operations. He stated that this seems like the whole crutch of the time line to implement so this declared distance doesn't impede the use of the airport for the clients that normally use the airport. He stated that this is the problem he sees with the preferred alternative which he would say is not a preferred alternative in his view. He stated that this is a compromise because we are dealing with a lot of factors.

Mr. Jufko stated that is exactly what it is a compromise. He stated that we are trying not to impact the community and balancing both the airport and the community. He stated that this has to be resolved or they aren't going to let you continue to operate without resolving this issue with the deficiencies. He stated that the only way to do this without relocating US1 or Sunset Drive is through these declared distances.

Mr. Smyser stated that another issue is the Engineered Materials Arresting System (EMAS) alternative and the Federal Aviation Administration (FAA) orders 5200.9 references that. He stated that seems like an obvious solution for 7-25 to mitigate the problems. He stated that it is proposed in the order so we don't have to have these declared distances as an obstacle.

Joe Zitzka stated his name then addressed the committee. He stated that is one of the questions he has also. He stated that when you look at the grant assurance rules there are affirmative obligations to preserve and protect the runway lengths across the airport. He stated that leads in to the orders 5200.8 and 5200.9 and other mitigation options. He stated that if he reads it correctly there is an affirmative obligation to first go out to see if you can acquire property and if that isn't feasible there is a list of hierarchy that you can look at before you get to the declared distance decision and studies are required to be done before you go out to try and acquire property and declaring distances. He asked what we did in between going out and buying additional property to let's just change the declared distances?

Mr. Jufko stated that is was determined in the previous master plan and validated in this master plan that 11-29 would still be the best way of accomplishing the lengths that were needed.

Mr. Zitzka asked if we are following the hierarchy of options and did the studies that are required or did we simply play off the 2005 master plan.

Mr. Jufko stated that 7-25 is not determined to be the best runway to accomplish the length that is needed even if there are ways to get length on that runway. He stated that there was more length and land available on the airport to make it happen for 11-29.

Mr. Zitzka stated that given the annual service volume for each of the runways that we have isn't it prudent to look at both 11-29 and preserving 7-25.

Mr. Jufko stated that the airport doesn't have a capacity issue problem as far as the annual service volume.

Mr. Zitzka stated that he thought the numbers in the plan suggest that with the annual service volume we need all 3 runways.

Mr. Jufko stated that yes if the airport gets rid of a runway it will cause a problem.

Mr. Zitzka stated that if we change the declare distances then that will effectively get rid of a runway.

Mr. Jufko stated that the declared distance issue that needs to occur on 7-25 came out from the agencies during the review process and we are hopeful that the airport will be able to operate how they have in the past.

Frank Norman stated his name then addressed the committee. He asked if there was a possibility of having a traffic control device on Sunset Drive for landing aircraft and that there are airports that have these. He stated that maybe it could be used as a temporary solution while extending 11-29. He stated that could be something that the airport and the community could deal with together as a solution.

Mr. Jufko stated that the city needs to have a follow up meeting with the FAA and Florida Department of Transportation (FDOT) to discuss options on this immediate impact on the airport. He stated that would only be a temporary solution there will need to be a permanent solution that meets the design criteria.

Mr. Zitzka asked if we could pick the alternative to pursue options laid out in the orders 5200.8 and 5200.9 as the preferred method as opposed to just changing declared distances which causes an immediate substantial hardship and there are a number of airports around the country that have mitigation agreements regarding the runway safety areas. He stated that if the runway safety areas can be adjusted there are a ton of mitigation options that we might be able to have an irregular runway safety area that would address it and our historic operations are favorable. He stated that with these situations he would think that we would be able to ask for a waiver or we just change the declared distances which we know will cause an immediate problem.

Mr. Jufko stated that some of those issues are the reason the city needs to meet with the FAA and the FDOT.

Mr. Zitzka asked if these options could be put in to the master plan instead of making the suggestion that we change the declared distances.

Mr. Jufko stated that the meeting needs to happen soon and prior to any submittal.

Mr. Zitzka asked if the consultant could help with the waiver process or would that have to be the city with the FDOT and FAA.

Michael Thompson stated the determination of practicability falls solely under the FAA. He stated that is not feasible to put in the master plan without the owner sitting down with the FAA. He stated that it's important for the city and the FAA to come to an agreement on what those acceptable distances are going to be because once it's published all pilots in the world are going to see them.

Mr. Zitzka stated that it will be a major adverse impact on Airgate and many of the transient aircraft that come in to the airport. He stated that we have insurance requirements and 135 obligations.

Mr. Thompson asked what the insurance length requirements were on worse case for takeoff and landing.

Mr. Norman stated that in general with most jet operations it's a minimum 5000 foot runway.

Mr. Zitzka stated that in 2015 Hilton Head had an issue on the length of their runway not being 5000 feet and the FAA published something that they would defund an airport that didn't have at least one 5000 foot runway. He asked if our airport was at risk for that since we are a reliever airport.

Mr. Thompson stated that he was not familiar with that but that might be the standard for FDOT. He stated that when you are not in compliance with FAA design standard you are at risk for violating your grant assurances and excluding yourself for public money participation in the future.

Mr. Zitzka asked if we could go to the FAA and tell them we have a commuter with 10+ years' operating on the field and is that a reason to seek modification.

Mr. Thompson stated that the burden isn't on the operator it is on the owner of the airport. He stated that it's the city's responsibility to operate a safe and efficient public use airport and in order to do that they are given guidelines to follow and it's their obligation to provide that. He stated that his suggestion would be to petition the local FAA to help the city achieve that.

Janet Tinoco asked if they knew what the economic impact would be to ceasing operations to the stakeholders at the airport and also the city.

Mr. Zitzka stated that it would be tens of millions, that our direct impact on the last FDOT report was $43 million.

Ms. Tinoco stated that the city just needs to understand the economic details of that.

Mr. Resheidat asked if the FAA agrees to the city's request how long would it take to achieve the goals.

Mr. Thompson stated that he did not know that would have to come from FAA and FDOT. He stated that he knows that it's their primary goal to correct nonstandard conditions, safety and to make up for those deficiencies by use of declared distances short of relocating roads.

Mr. Resheidat asked if we declare the distances on 11-29 what will be the actual length of the runway prior to the extensions.

Mr. Jufko stated that it is 4319 feet.

Mr. Norman asked if the extension on 11-29 were to be successful would it still include an instrument approach to 11. He stated that was one of the reasons to preserve 7-25 at 5000 feet because it does have the approaches there.

Mr. Jufko stated that it could be very difficult to have the instrument approach there.

Mr. Norman stated that this is another thing to look at for the operations at the airport.

Mr. Resheidat asked if the suggestion that Mr. Norman had about the traffic control on Sunset Drive could be permanent or is that only a temporary standpoint.

Mr. Jufko stated that he can't see this being a permanent solution but when meeting with the FAA and the FDOT we need to have some sort of solution when requesting a meeting with them.

Amye King asked why Mr. Jufko thought it would be a temporary solution.

Mr. Jufko stated that they are looking for a solution that meets the FAA design standards.

William Feger stated that he was hoping to find out today why 5000 feet is critical, what are the positives if we meet that or the adverse effects if we don't and maybe we should try to achieve to find more land since the airport is expanding.

Mr. Resheidat stated that our next step is to meet with the FAA and maybe the FDOT.

Mr. Zitzka asked if Airgate was able to attend that meeting.

Mr. Resheidat stated that he will ask but in the past that wasn't the case.

Mr. Jufko stated that after that meeting there might be more direction from there but at least they will know why the master plan hasn't been turned in from that meeting.

Ms. King asked if we should go ahead and install the signal on Sunset Drive before the meeting with the FAA and the FDOT.

Mr. Resheidat stated that needed to wait until after the meeting. He asked if we had to relocate Sunset Drive to the west how far would that be.

Mr. Thompson showed the committee on the power point presentation what it would look like if they relocated Sunset Drive.

Mr. Resheidat stated that if there was an emergency in Islesboro and US1 was blocked they would not be able to get out of their neighborhood.

Mr. Zitzka stated that he thought that it would be nice to have a customs based at the airport and that hasn't been addressed in the master plan. He stated that it looks like to him that the current office could be converted to customs and he didn't know if that should be addressed in the master plan. He stated that hangar buildings B and C need to come down and there is nothing in the master plan on what will be replacing it but

that might be a nice place to move the FBO to with a nicer newer building. He asked if these need to be addressed in the master plan or is there flexibility on where things can be located.

Mr. Norman stated that he would like to add larger plane ramp parking also.

Mr. Jufko stated that he would like to see what the ideas are.

Mr. Zitzka stated that he would be happy to meet with him and share what he had talked with the airport manager about.

Mr. Norman asked if the traffic control device on Sunset was a possible short term solution.

Mr. Jufko stated that they will talk to the FAA and FDOT to see if it's possible but he won't add it to the master plan until they know for sure.

Mr. Resheidat stated that we will look at all the options and then staff will take a recommendation to the AAB.

Mr. Jufko stated that maybe the follow up meeting should be with the AAB not the TAC since we are down to just a few issues at this point.

Keith Goodrum stated his name then addressed the committee. He asked what the time frame was on submitting the master plan.

Mr. Jufko stated that the FAA is looking for it now.

Mr. Goodrum asked what the time frame was for implementing the plan.

Mr. Jufko stated that once it is submitted they will implement the declared distances very soon after it is received and that will cause hardships for businesses at the airport and we won't be able to negotiate as easily with it already submitted.

Mr. Goodrum asked if they will accept amendments to it afterwards.

Mr. Jufko stated that the process has taken too long at this point.

Mr. Goodrum asked if there were priorities on how the airfield improvements are carried out.

Mr. Jufko stated that they have been prioritized in the plan by triggers.

Mr. Otte stated that during the negotiation the serious economic impact needs to be presented to the FAA and the FDOT.

Mr. Jufko stated that a good start would be a letter to the city from Airgate Aviation on what would be that economic impact.

Mr. Thompson stated that the FAA and FDOT guidelines won't entertain build it and they will come.

Mr. Zitzka stated that he will base it on their current operations and their current customers that operate on the field.

Mr. Thompson stated that you need to approach this as to improving and enhancing the safety and how can the FAA help you do that and help us understand what the FAA's requirements are and in the end what will the FAA live with and what can we do to live up to that and how can the FAA help us pay for that.

Mr. Zitzka asked if it was helpful to layout passenger counts, flights and how often we use the runway.

Mr. Thompson stated that would help.

Mr. Jufko stated that you need to mention this is how you have been operating and now we need to make this change and how it's going to impact you.

ADJOURNMENT

With there being no further business, the meeting was adjourned at 12:23pm.

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

CONSIDER THE APPROVAL OF A LEASE EXTENSION FOR THE CORONADO COMMUNITY UNITED METHODIST CHURCH.

January 26, 2021

Background:

The current agreement with the Coronado United Methodist Church for the Parking Lot Lease expires on November 30, 2021 (see attached existing lease).

At the first Commission meeting in January 2021, the purchase of 214 Columbus Avenue from the Coronado United Methodist Church was discussed. The Commission and the City Manager recommended to move forward with the purchase. As part of the terms of the purchase, the existing parking lease for 65 spaces from the church, would be extended for ten years. As a result of this discussion a draft lease was presented to the church board and approved by them with a revised format (see attached email.) That draft lease is attached here for the review and approval by the Commission.

The main points in the lease are:

- Length of the lease is 10 years.
- Number of spaces - 65
- The lease amount per parking space is $632.90.
- Three (3) % annual increase on December 1st of each year (no increase in the past year since we were in negation to extend the lease).
- Weekly inspection by the city to make sure the premises is free of trash.
- City to patrol the property for the purpose of addressing violators who park prohibited vehicles and conduct prohibited activities.
- The premises to be used for unpaved surface parking only.
- No overnight parking shall be permitted.
- No recreational vehicles, buses, concessions, vehicles with trailers, large commercial vehicles, heavy equipment, tractor trailers, or any other vehicle that is not standard passenger vehicle occupying more than one (1) parking space.
- Lessor or lessee may terminate this lease at any time by delivering written notice of such election to the other party no later than two months prior to the date of the termination.
- The funding for this lease is through parking fund.

This is to be used as temporary parking. A text amendment will follow with the requirement as indicated in the lease, that this property is to be used for unpaved parking. The text amendment process will begin with the Planning and Zoning Board in February/March, and then be presented to the City Commission for its review/approval (2 readings)

Staff is recommending approval of this lease, as it is essential to provide public parking in

the area.

Fiscal Analysis:
The funding for this lease is from the parking fund.

Strategic Plan Item:
No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Coronado Community United Methodist Lease Agreement - Amendment.pdf
Re_ Working Draft -Coronado Parking Lease 1.15.2021.doc.pdf
Coronado Parking Lease draft 1-26-2021.pdf

AMENDMENT TO PARKING
LEASE AGREEMENT

WHEREAS, the City of New Smyrna Beach, Florida (City) and the Community Redevelopment Agency of the City of New Smyrna Beach (CRA) entered into a Parking Lease Agreement (Lease) with Coronado Community United Methodist Church (Landlord) on November 17, 2011 which provided for the City and CRA leasing property from Landlord for public parking for a five-year term commencing December 1, 2011, renewable for an additional five-year term; and

WHEREAS, the parties desire to amend the Parking Lease Agreement to provide additional rental terms for long range planning and budgeting purposes.

NOW, THEREFORE, the parties agree as follows:

1. The Parking Lease Agreement (Lease) between the City, CRA, and Landlord dated November 17, 2011 is hereby amended to provide:

(a) The Lease, dated November 17, 2011 among the parties, is hereby renewed for a term ending November 30, 2021.

(b) A single advance payment in the amount of $134,026.63 shall be payable on December 1, 2014 for the remainder of the Lease term ending November 30, 2021, for thirty (33) of the leased parking spaces. This single advance payment includes a 3% annual increase, and shall not increase or decrease during the term of this Lease.

(c) Payment for the remaining thirty-two (32) parking spaces shall be made annually, with the next payment in the amount of $16,961.28 due December 1, 2014. Thereafter, the payment shall increase by 3% annually on December 1 of each year, or by the actual Consumer Price Index change, whichever is greater.

2. The Lease may be terminated by the Landlord or Tenant as provided in Paragraph 6 of the Lease; however, in the event of early termination by the Landlord, the Landlord shall exercise one of the following options as to the 33 spaces for which advance payment has been made under paragraph 1(b) above:

a) Repay the City or CRA a prorated portion of the advance payment, based on the number of months remaining until November 30, 2021, or

b) Provide the City or CRA with 33 public parking spaces until November 30, 2021, meeting the requirements of the City's Land Development Regulations, within one-fourth of a mile of the present Lease site, as measured from any perimeter boundary of the site.

If the early termination by the Landlord also includes the 32 spaces for which the paragraph 1(b) lump-sum advance payment has not been made, the Landlord shall either terminate effective November 30 of any year or return to the City/CRA the prorated portion of any advance annual rental made by the City/CRA to the Landlord for the 32 spaces. No prorations or refunds are required to be made in the event of voluntary early termination by the City or CRA

3. The City/CRA may impose, and collect a parking fee from, users of the public parking spaces included in this Lease. However, the property leased herein shall at all times remain in public use and shall not be devoted to any non-public use.

4. All other provisions of the Parking Lease Agreement shall remain in full force and effect for the remaining term of the Lease, ending November 30, 2021. In the event of a conflict between the existing Lease and this Amendment, the provisions of this Amendment shall prevail.

5. This Amendment is subject to approval by the CRA and the City, and is subject to appropriation of funds by the City and CRA for Lease payments required.

IN WITNESS WHEREOF, we have hereunto set our hands and seals:

TENANT:

CITY OF NEW SMYRNA BEACH,
a municipal corporation.

BY:

Adam Barringer

Adam Barringer, Mayor

(City Seal)

Date: 6-17-2014

ATTEST:

Johnny R. Bledsoe

Johnny R. Bledsoe,
City Clerk

Executed in the presence of:

Barbara Billings

Witness

Barbara Billings

Witness Printed Name

Claudia Rogers

Witness

Claudia Rogers

Witness Printed Name

STATE OF FLORIDA,)
COUNTY OF VOLUSIA)

Before me, the undersigned duly authorized by law to administer oaths and take acknowledgments, did appear ADAM BARRINGER and JOHNNY R. BLEDSOE, Mayor and City Clerk of the City of New Smyrna Beach

respectively, who have acknowledged that as such Mayor and as such City Clerk, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Amendment to Parking Lease Agreement on the date and year herein written, pursuant to the authority of the City Commission of the City of New Smyrna Beach, Florida.

WITNESS my hand and seal this 12 day of June, 2014.

SANDY WINKLER
MY COMMISSION # EE 083572
EXPIRES: August 13, 2015
Bonded Thru Notary Public Underwriters

Sandy Winkler
Notary Public

(Notary Seal or Stamp)

TENANT:

COMMUNITY REDEVELOPMENT AGENCY,
City of New Smyrna Beach.

BY:

Adam Barringer
Adam Barringer, Mayor

Date: 6-17-2014

(City Seal)

ATTEST:

Johnny R. Bledsoe,
City Clerk

Executed in the presence of:

Barbara Billings
Witness
Barbara Billings

Claudia Rogers
Witness
Claudia Rogers

Witness Printed Name

Witness Printed Name

STATE OF FLORIDA,)
COUNTY OF VOLUSIA)

Before me, the undersigned duly authorized by law to administer oaths and take acknowledgments, did appear ADAM BARRINGER and JOHNNY R. BLEDSOE, Mayor and City Clerk of the City of New Smyrna Beach respectively, who have acknowledged that as such Mayor and as such City Clerk, and for and on behalf of the Community Redevelopment Agency of the City of New Smyrna Beach, each signed the foregoing Amendment to Parking Lease Agreement on the date and year herein written, pursuant to the authority of the City Commission of the City of New Smyrna Beach, Florida.

WITNESS my hand and seal this 12 day of June, 2014.

SANDY WINKLER
MY COMMISSION # EE 083572
EXPIRES: August 13, 2015
Bonded Thru Notary Public Underwriters

(Notary Seal or Stamp)

Sandy Winkler
Notary Public

LANDLORD:

CORONADO COMMUNITY UNITED METHODIST CHURCH, INC., a Florida Non Profit Corporation.

BY:

as President of Coronado Community United Methodist Church, Inc.

WILLIAM J. SANDERS
Printed Name

Date: JUNE 19, 2014

ATTEST:

Nancy Watts-Vanderbunt

Nancy Watts-Vanderbunt, Church Administrative

Printed Name

Executed in the presence of:

Witness

Witness

Witness Printed Name

JEAN R. DEXTER

Witness Printed Name

STATE OF FLORIDA,)
COUNTY OF VOLUSIA)

Before me, the undersigned duly authorized by law to administer oaths and take acknowledgments, did appear Bill Sanders, Jean Dexter, Carol Andrews and Nancy Watts-Vanderbunt who are personally known or produced _____ as identification, each signed the foregoing Amendment to Parking Lease Agreement on the date and year herein written, for and on behalf of Coronado Community United Methodist Church, Inc.

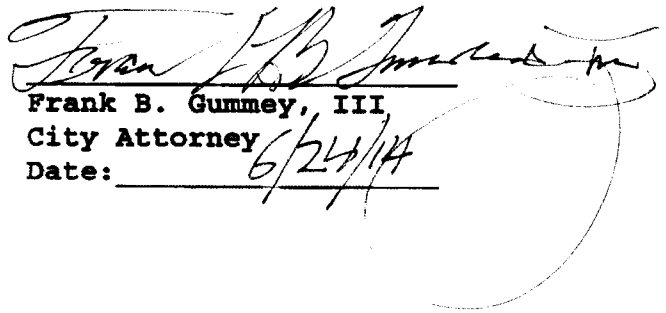
WITNESS my hand and seal this 19 day of JUNE, 2014.

ELGIA C. GLASS
MY COMMISSION # EE67250
EXPIRES: February 23, 2015
FI Notary Discount Assoc. Co

(Notary Seal or Stamp)

Notary Public

APPROVED AS TO FORM AND CORRECTNESS:



Frank B. Gummey, III
City Attorney
Date: 6/24/14

Last Payment: $33,449.13

Breakdown:

CRA: $16,981.87

City: $16,467.26

$33,449.13

Next Payment	12/1/14	12/1/15	12/1/16	12/1/17	12/1/18	12/1/19	12/1/20	12/1/21
CPI: payments figured at 3% CPI								
CRA:	$17,491.33	$18,016.07	$18,556.55	$19,113.24	$19,686.64	$20,277.24	$20,885.56	End

Total CRA one time payment before 12/1/14, for the entire period: $134,026.63

City payments	$16,961.28	$17,470.12	$17,994.22	$18,534.05	$19,090.07	$19,662.77	$20,252.65	End

City payment figured at 3% CPI (if the CPI is greater, the greater number will be used for the individual annual payments)

Total of individual City payments over the time periods indicated: $129,965.16

Total: $263,991.79

From: Tracey Barlow
To: Resheidat, Khalid
Subject: Re: Working Draft -Coronado Parking Lease 1.15.2021.doc
Date: Tuesday, January 19, 2021 9:49:08 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

Khalid,

Our committee has reviewed and approves the recommended draft agreement.

Tracey T. Barlow
The Barnett Group Inc.
3301 S. Ridgewood Ave.
Edgewater, FL 32141
(386) 566-3715 cell
(386) 426-7234 office
TraceyTBarlow@gmail.com

> On Jan 15, 2021, at 16:01, Resheidat, Khalid <kresheidat@cityofnsb.com> wrote:
>
> Tracey,
> Please see final draft on this lease addressing all issues; review and let me know.
> Thanks.
>
> Khalid

PLEASE NOTE: Florida has a very broad public records law. E-mail communications to or from City of New Smyrna Beach officials and employees are public records and are available upon request. If you have received this message in error, please notify us immediately by replying to this message and delete it from your computer. Transmission of sensitive information such as but not limited to social security numbers, credit card information, medical records and criminal justice information (outlined in the FBI CJIS Policy) via email is prohibited.

* *Please consider the negative environmental impacts associated with printing email* *

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www.cityofnsb.com

<Working Draft -Coronado Parking Lease 1.15.2021.doc>

LEASE AGREEMENT

This indenture is made as of the _____ day of January, 2021, between Coronado Community United Methodist Church, Inc. ("lessor"), and the City of New Smyrna Beach, a municipal corporation of the State of Florida ("lessee"):

Lessor, in consideration of the rent later specified to be paid by lessee, and the covenants and agreements later contained, by the lessee to be performed, has let the lessee those certain premises in the City of New Smyrna Beach, county of Volusia, state of Florida, more fully described in attached Exhibit “A.”

To hold unto the lessee on the following terms and conditions:

1. **Term:**

The term of this lease shall be for a period of TEN (10) years, beginning on the 1st day of December, 2021, and ending on the 30th day of November, 2031, except as otherwise subsequently provided. Lessee shall be entitled to ONE (1) extension for a period of TEN (10) years should it notify lessor of its intention to so extend at least THIRTY (30) days prior to the expiration of the initial term.

2. **Rental:**

Lessee agrees to pay to lessor as rent for the premises the sum of SIX HUNDRED THIRTY TWO DOLLARS AND 90 CENTS ($632.90) dollars per space per year, for SIXTY FIVE (65) spaces, as more clearly marked in attached Exhibit “A,” for a total of FORTY ONE THOUSAND ONE HUNDRED THIRTY EIGHT DOLLARS AND FIFTY CENTS ($41,138.50) each year, which rental shall be paid in installments as follows: THREE THOUSAND FOUR HUNDRED TWENTY EIGHT DOLLARS AND TWENTY ONE CENTS ($3,428.21) on the first day of each and every month after until the termination of this lease, without delay, deduction or default. The payment for the leased parking spaces shall increase by 3% annually on December 1st of each year, or by the actual Consumer Price Index change, whichever is greater.

3. **Purposes:**

Those premises shall be used for unpaved surface parking only. No overnight parking shall be permitted. In no event shall the premises be used for special events, other than for parking in connection therewith. Any parking of recreational vehicles, buses, concessions, vehicles with trailers, large commercial vehicles, heavy equipment, tractor trailers, or any other vehicle that is not a standard passenger vehicle occupying more than one (1) parking space are not permitted.

4. **Buildings and Improvements:**

This section intentionally deleted.

5. **Taxes:**

Should any sales tax, ad valorem tax, or other government tax liability arise as a result of this lease, Lessee shall bear responsibility for payment thereof and shall make payment of same promptly when due. If Lessor is required to or does make payment of any tax arising because of this Lease, Lessee shall pay and reimburse Lessor for such expense upon presentation to Lessee of a receipt or other evidence of payment.

6. **Inspections, Repairs and Maintenance:**

Lessee represents that lessee has inspected and examined the demised premises and accepts them in their present condition and agrees that lessor shall not be required to make any improvements or repairs upon the premises demised or any part of them. Lessee agrees to make all improvements, to include installation and maintenance of parking regulation and enforcement signs and repairs at lessee's sole cost and expense, and agrees to keep the premises safe and in good order and condition at all times during the term, and upon expiration of this lease, or at any sooner termination, the lessee will quit and surrender possession of the premises peaceably and in as good order and condition as the premises were at the commencement of the term, reasonable wear, tear and damage by the elements excepted; lessee further agrees to provide weekly inspections in order to keep the premises free from all trash, debris, nuisance and dangerous and defective conditions. Lessee shall patrol the property for the purpose to address violators who park prohibited vehicles and conduct prohibited activities. Lessee shall provide lessor with contact information of a representative of lessee who shall be contacted for maintenance items referenced in this Agreement.

7. **Assignment and Mortgage:**

Neither the demised premises nor any portion of them shall be sublet, nor shall this lease, or any interest in it be assigned, hypothecated or mortgaged by lessee, and any attempted assignment, subletting, hypothecation or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any assignee, sublessee, mortgagee or pledgee. In the event that lessee shall become incompetent, bankrupt, or insolvent, or should a guardian, trustee, or receiver be appointed to administer lessee's business or affairs, neither this lease nor any interest here shall become an asset of the guardian, trustee or receiver, and in the event of the appointment of any guardian, trustee, or receiver, this lease shall immediately terminate and end.

8. **Liability and Insurance:**

Both parties agree that they are responsible for their own negligence, whether through action or inaction, arising from this lease agreement. Lessee must, at Lessee’s expense, obtain and maintain during the lease term the following insurance in form satisfactory to Lessor, with one or more insurers qualified to do business in Florida: public and comprehensive general liability insurance, including products and completed operations, with minimum limits of $1 million for injury to one person arising out of a single incident and $1 million for injuries to more than one person arising out of a single incident, and $500,000 for property damage. Lessor must be named as additional insured in all policies of insurance. All policies must be delivered to Lessor, together

with evidence of premium payment, not less than 10 day before the start of the lease term. All renewal policies must be delivered to Lessor not less than 30 days before expiration of the policy. No policy of insurance will be subject to cancellation or reduction in amount unless at least 30 days written notice is given to Lessor.

9. Parking Fees:

The lessee may impose and collect parking fee from users of the public parking spaces included in this lease. However, the property leased herein shall at all times remain in public use and shall not be devoted to any non-public use. The lessee shall be responsible for the installation and maintenance of any parking meters and/or kiosks and such shall be removed within 45-days of termination of lease Agreement.

10. Termination by Lessor or Lessee:

Lessor or lessee may terminate this lease at any time by delivering written notice of such election to the other party no later than TWO months prior to the date of termination.

11. Default:

In the event that lessee shall be in default of any payment of any rent or in the performance of any of the terms or conditions agreed to be kept and performed by lessee, then in that event, lessor may terminate and end this lease, immediately, and lessor may enter upon the premises and remove all persons and property, and lessee shall not be entitled to any money paid or any part of that money; in the event that lessor shall bring a legal action to enforce any of the terms of this lease, or to obtain possession of the premises by reason of any default of lessee, or otherwise, lessee agrees to pay lessor all costs of the legal action, plus the sum of dollars.

12. Holding Over:

This section intentionally deleted.

13. Notices:

Any notices that are required here, or which either lessor or lessee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage-prepaid, return receipt requested, addressed to lessor at: Coronado Community United Methodist Church, Inc., 201 S. Peninsula Avenue, New Smyrna Beach, FL 32168; and likewise addressed to lessee at both 210 Sams Avenue, New Smyrna Beach, Florida, 32168, attention City Manager.

14. Advance Rental:

This section intentionally deleted.

15. Utilities:

This section intentionally deleted.

16. Waiver:

Waiver by lessor of any default in performance by lessee of any of the terms, covenants, or conditions contained here, shall not be deemed a continuing waiver of that default or any subsequent default.

17. Compliance With Laws:

This section intentionally deleted.

18. Lessor May Enter:

This section intentionally deleted.

19. Damages to Property:

This section intentionally deleted.

20. Compliance with Grants:

This section intentionally deleted.

21. Non-Discrimination Covenant

Lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, sex, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall Lessee himself, or any persons claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of lessees, sublessors, sublessees or vendees in the premises herein leased.

22. Successors in Interest:

All of the terms, covenants and conditions contained here shall continue, and bind all successors in interest of lessee.

23. Assignment and Sublease

Without lessor’s prior written consent, lessee shall not assign this lease or sublease the premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest

or grant any concession or license within the premises and any attempt to do any of the foregoing shall be void and of no effect. Lessee shall reimburse lessor for all of lessor's reasonable out-of-pocket expenses in connection with any assignment or sublease. Upon lessor's receipt of lessee's written notice of a desire to assign or sublet the premises, or any part thereof, lessor may, by giving written notice to lessee within 30 days after receipt of lessee's notice, terminate this lease with respect to the space described in lessee's notice, as of the date specified in lessee's notice for the commencement of the proposed assignment or sublease. Notwithstanding any assignment or subletting, lessee and any guarantor or surety of lessee's obligations under this lease shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of lessee's other obligations under this lease (regardless of whether lessor's approval has been obtained for any such assignments or sublettings).

24. Event of Offer to Purchase:

This section intentionally deleted.

25. Severability:

Shall any term, covenant, condition, provision, sentence or part thereof of this 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.

26. Construction:

The headings and subheadings used throughout this lease and for convenience only and have no significance in the interpretation of the body of this lease.

27. Choice of Laws and Venue:

This lease shall be governed by the laws of the State of Florida, and venue shall be in Volusia County, Florida.

28. Attorney's Fees and Costs:

In any litigation arising out of this lease, each party shall be responsible for its own attorney's fees and costs.

29. Pre-suit Mediation Requirement

In the event a dispute shall arise and remain unresolved for thirty days between the parties to this lease, the parties agree to participate in good-faith, non-binding mediation before an independent mediator, agreed upon by the parties, prior to the initiation of any lawsuit. The parties agree to share equally in the costs of the mediation.

30. Additional Terms:

This section intentionally deleted.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

Signed, sealed and delivered
in the presence of:

LESSEE:

CITY OF NEW SMYRNA BEACH, FLORIDA
a municipal corporation.

(City Seal)

By: _____
Russ Owen, Mayor

Attest:

_____
Kelly McQuillen, City Clerk

Executed in the presence of: WITNESSES:

_____ _____

_____ _____
Printed Name Printed Name

STATE OF FLORIDA,)
COUNTY OF VOLUSIA)

Before me, the undersigned duly authorized by law to administer oaths and take acknowledgments, did appear RUSS OWEN and KELLY MCQUILLEN, Mayor and City Clerk of the City of New Smyrna Beach respectively, who have acknowledged that as such Mayor and as such City Clerk, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Lease Agreement on the date and year herein written, pursuant to the authority of the City Commission of the City of New Smyrna Beach, Florida. WITNESS my hand and seal this ___ day of _____, 2021.

_____
(Notary Seal or Stamp) Notary Public

APPROVED AS TO FORM AND CORRECTNESS:

_____
CARRIE AVALLONE
City Attorney

LESSOR:

Coronado Community United Methodist Church, Inc.,

By: _____

_____
Printed Name

Executed in the presence of: WITNESSES:

_____ _____

_____ _____
Printed Name Printed Name

STATE OF FLORIDA,)

COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by _____, as_____ and by _____, as _____, who are personally known to me or who have produced _____ as identification.

_____
(Notary Seal or Stamp) Notary Public

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

CONSIDER THE APPROVAL OF THE PURCHASE OF A PROPERTY LOCATED AT 214 COLUMBUS AVENUE.

January 26, 2021

Background:

On December 8, 2020 during the regular City Commission meeting, the purchase of the property located at 214 Columbus Avenue was presented to the City Commission for discussion and consideration. The Coronado Community United Methodist Church had approached the City Manager to inform the City that the property at 214 Columbus Avenue was for sale. They wanted to give the City the first option to purchase, since it abuts the Coronado Civic Center which the City owns. The asking price is $377,000.00. Some of the church board members were present at the meeting.

As a result of the discussion, the City Commission authorized the City Manager to obtain two appraisals for this property and initiate negotiations for purchase. Two appraisals were obtained and are as follows:

Pomeroy Appraisal Associates Florida, Inc. $375,000.00 (See attachment)

Heffington & Associates $398,000.00 (see attachment)

The asking price by the church is $377,000.00 (see-attached letter). The City Attorney's office prepared a purchase contract in the amount of $377,000.00 (see-attached offer signed by the church representative).

If the property is purchased, the main use will be for current parking and also utilized for future expansion of the Coronado Civic Center parking. Currently there is an existing structure on the property and it is not a historic structure. In order to maximize the number of parking spaces on this property, the structure would be demolished.

The funding for this purchase would be from the Parking Fund, which supports funding for parking initiatives. This item was not budgeted, so a budget transfer will be required.

Staff is recommending to proceed with the purchase of this property for $377,000, and authorize Pyle & Dellinger to handle the closing on behalf of the City for an amount not to exceed $1000. A 10-year extension of the existing parking lease is a companion item to this request.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

214 Columbus Ave Sellers Executed Purchase Agreement 1-4-21.pdf
214 Columbus Property Boundary Survey 2-24-20.pdf
214 COLUMBUS AVE appraisal by Pomeroy.pdf
214 Columbus appraisal by Heffington 12-2020.pdf

1. Sale and Purchase: *CORONADO COMMUNITY UNITED METHODIST CHURCH INC* **("Seller")** and *THE CITY OF NEW SMYRNA BEACH* **("Buyer")** (the "parties") agree to sell and buy on the terms and conditions specified below the property described as:
Street Address: *214 COLUMBUS AVE*
City: *NEW SMYRNA BEACH* Zip Code: *32169* County: *VOLUSIA*
Legal Description: *9-17-34 THE W 33 1/3 FT OF LOT 4 EXC N 20 FT & LOT 5 EXC N 20 FT S H BARBER SUB PB 2 PG 179 MB 12 PG 11 PER OR 4327 PG 1124 PER OR 7828 PG 1443*
Tax ID No.: *740903000040* together with all existing improvements and attached items, including fixtures; built-in furnishings; major appliances (including but not limited to range(s), refrigerator(s), dishwasher(s), washer(s), and dryer(s)); _____ (#) ceiling fans (all ceiling fans if left blank); light fixtures; attached wall-to-wall carpeting; and rods, draperies, and other window treatments as of date of **Buyer's** initial offer. The only other items included in the purchase are:

The following attached items are excluded from the purchase: _____

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value, and is being left for **Seller's** convenience.

2. Purchase Price: $ *377,000.00* payable by **Buyer** in U.S. currency as follows:

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: *Trisha Dellinger, Pyle, Dellinger & Duz, PLLC*
Escrow Agent's Address: *1655 N. Clyde Morris Blvd., Daytona Beach*
Escrow Agent's Phone: *386-615-9007*

(a) $ *1,000.00* "Initial Deposit" ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☒ to be delivered to Escrow Agent within _____ days (3 days if left blank) after Effective Date

(b) $ _____ Additional deposit to be delivered to Escrow Agent by _____ or within _____ days (10 days if left blank) after Effective Date

(c) _____ Total Financing (see Paragraph **3** below) (express as a dollar amount or percentage)

(d) $ _____ Other: _____

(e) $ *376,000.00* Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) All funds paid at Closing must be paid by wire transfer or other Collected funds.

3. Financing: (**Check as applicable**)

(a) ☒ **Buyer** will pay cash or obtain financing for the purchase of the Property. This Contract is not contingent on financing or appraised value unless otherwise stated herein.

(b) ☐ **Buyer** will apply for new ☐ conventional ☐ FHA ☐ VA ☐ other (specify) _____ financing specified in Paragraph **2(c)** at the prevailing interest rate and loan costs based on **Buyer's** creditworthiness (the "Financing") within _____ days (5 days if left blank) after Effective Date and provide **Seller** with either a written Financing commitment or approval letter ("Commitment") or written notice that **Buyer** is unable to obtain a Commitment within _____ days (the earlier of 30 days after Effective Date or 10 days before Closing Date if left blank) after Effective Date ("Commitment Period"). **Buyer** will keep **Seller** and Broker fully informed about loan application status, progress, and Commitment issues and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. If, after using diligence and good faith, **Buyer** is unable to obtain a Commitment and provides **Seller** with written notice before expiration of the Commitment Period that **Buyer** is unable to obtain a Commitment, either party may thereafter cancel this

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Contract; and **Buyer's** deposit(s) will be refunded. **Buyer's** failure to timely provide **Seller** with written notice that **Buyer** is unable to obtain a Commitment will result in forfeiture of **Buyer's** deposit(s) if **Buyer** fails to close. Once **Buyer** provides the Commitment to **Seller**, the financing contingency is waived and **Seller** will be entitled to retain the deposit(s) if the transaction does not close by the Closing Date unless (i) the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or **Buyer** elects not to proceed, or (ii) the property related conditions of the Commitment have not been met (except when such conditions are waived by other provisions of this Contract), or (iii) the loan is not funded due to financial failure of **Buyer's** lender, or (iv) another provision of this Contract provides for cancellation.

4. Closing Date; Occupancy: Unless the Closing Date is specifically extended by **Seller** and **Buyer** or by any other provision in this Contract, the Closing Date will prevail over all other time periods including, but not limited to, financing and inspection periods. Closing of this Contract (the "Closing") will occur on ***or before February 28, ~~2020~~*** 2021 ("Closing Date") at the time established by the Closing Agent, by which time **Seller** will (i) have removed all personal items and trash from the Property and swept the Property clean and (ii) deliver the deed, occupancy, and possession, along with all keys, garage door openers, and access codes to **Buyer**. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone Closing for up to 5 days after the insurance suspension is lifted. If Paragraph **3(b)** is selected and closing funds from **Buyer's** lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements (CFPB Requirements), then Closing Date will be extended for such period necessary to satisfy CFPB Requirements, provided such period does not exceed 10 days. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents, and other items, failing which **Buyer** authorizes Closing Agent to reimburse **Seller** $_____ ($100 if left blank) from the deposit(s) for the cost of the documents. KVG TTB

5. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, Closing Agent will disburse at Closing the net sale proceeds to **Seller** and brokerage fees to Broker as per Paragraph **19**. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes and surtaxes on the deed
Recording fees for documents needed to cure title
Repairs and Permits: **Seller** will pay up to $_____ or _____% (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to $_____ or _____% (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("WDO Repair Limit"); and up to $_____ or _____% (1.5% if left blank) of the purchase price for costs associated with closing out open permits and obtaining required permits for unpermitted existing improvements ("Permit Limit").
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Lender's title policy
Inspections
Survey
Flood insurance, homeowner's insurance, hazard insurance
Other: _____

(c) Title Evidence and Insurance: If **Seller** has an owner's title policy covering the Property, **Seller** will provide a copy to **Buyer** and title agent within 5 days after Effective Date. The charges for title evidence and any lender's policy will be calculated and allocated in accordance with Florida law but may be reported differently on certain federally-mandated closing disclosures and other closing documents.
Check (1) or (2)
(1) ☐ The title evidence will be a Paragraph **10(a)(1)** owner's title insurance commitment. ☐ **Seller** will select the title agent and Closing Agent and will pay for the owner's title policy; title search, including tax and lien search; and all other fees charged by title agent and Closing Agent or ☐ **Buyer** will select the title agent and Closing Agent and pay for the owner's title policy; title search, including tax and lien search; and all other fees charged by title agent and Closing Agent or ☐ **Buyer** will select the title agent and Closing Agent,

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and **Seller** will pay for the owner's title policy; title search, including tax and lien search; and all other fees charged by title agent and Closing Agent.

(2) ☒ **Seller** will provide an abstract as specified in Paragraph **10(a)(2)** as title evidence.☒ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent and Closing Agent. **Seller** will pay fees for title searches, including tax and lien searches, before Closing, and **Buyer** will pay fees for title searches, including tax and lien searches, after Closing (if any) and all other fees charged by title agent and Closing Agent.

(d) Prorations: The following items will be made current (if applicable) and prorated as of the day before Closing: real estate taxes (including special benefit tax assessments imposed by a community development district ("CDD")), interest, bonds, assessments, association fees, insurance, rents, and other current expenses and revenues of the Property. If taxes and assessments for the current year cannot be determined, taxes will be prorated on the basis of taxes for the preceding year as of the day before Closing and will be computed and readjusted, at either party's request, when the current taxes are determined with adjustment for exemptions and improvements. If there are completed improvements on the Property by January 1 of the year of the Closing, which improvements were not in existence on January 1 of the prior year, taxes will be prorated based on the prior year's millage and at an equitable assessment to be agreed upon by the parties before Closing, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. If the County Property Appraiser is unable or unwilling to perform an informal assessment before Closing, **Seller** and **Buyer** will split the cost of a private appraiser to perform an assessment before Closing. Nothing in this Paragraph will act to extend the Closing Date. This provision will survive Closing.

(e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before Closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before Closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments ☒ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after Closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of Closing. Public body does not include a Homeowners' Association or Condominium Association. Paragraph **5(e)** does not apply to a special benefit tax lien imposed by a CDD pursuant to Chapter 190, Florida Statutes, which lien will be prorated pursuant to Paragraph **5(d)**.

(f) Tax Withholding: Seller and **Buyer** will comply with the Foreign Investment in Real Property Tax Act, which may require **Seller** to provide additional cash at Closing if **Seller** is a "foreign person" as defined by federal law.

(g) Home Warranty: ☐ **Seller** ☐ **Buyer** ☐ N/A will pay for a home warranty plan issued by _____at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

6. Inspection Periods: Buyer will complete all inspections referenced in Paragraphs **7(b)**, **8(a)(2)**, **8(b)**, and **8(c)** by _____ (the earlier of 10 days after Effective Date or 10 days before Closing Date if left blank) ("Inspection Period").

7. Real Property Disclosures: Seller represents that **Seller** does not know of any facts that materially affect the value of the Property, including but not limited to violations of governmental laws, rules, and regulations, other than those that **Buyer** can readily observe or that are known by or have been disclosed to **Buyer**.

(a) Energy Efficiency: Buyer acknowledges receipt of the energy-efficiency information brochure required by Section 553.996, Florida Statutes.

(b) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Radon levels that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. **Buyer** may, within the Inspection Period, have an appropriately licensed person test the Property for radon. If the radon level exceeds acceptable EPA standards, **Seller** may choose to reduce the radon level to an acceptable EPA level, failing which either party may cancel this Contract.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area **and** the buildings are built below the minimum flood elevation, **Buyer** may cancel this

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Contract by delivering written notice to **Seller** within 20 days after Effective Date, failing which **Buyer** accepts the existing elevation of the buildings and zone designation of the Property.

(d) Homeowners' Association: If membership in a homeowners' association is mandatory, an association disclosure summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) Mold: Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

(g) Coastal Construction Control Line: If any part of the Property lies seaward of the coastal construction control line ("CCCL") as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased.

* ☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

8. Maintenance, Inspections, and Repair: Seller will keep the Property in the same condition from Effective Date until Closing, except for normal wear and tear ("Maintenance Requirement") and repairs required by this Contract. **Seller** will provide access and utilities for **Buyer's** inspections and appraisals. **Buyer** will repair all damages to the Property resulting from the inspections, return the Property to its pre-inspection condition, and provide **Seller** with paid receipts for all work done on the Property upon its completion. If **Seller** is unable to complete required repairs or treatments or meet the Maintenance Requirement before Closing, **Seller** will give **Buyer** a credit at Closing for the cost of the repairs and maintenance **Seller** was obligated to perform. At Closing, **Seller** will assign all assignable repair and treatment contracts to **Buyer** and provide **Buyer** with paid receipts for all work done on the Property pursuant to the terms of this Contract.

(a) Warranty, Inspections, and Repair:

(1) Warranty: Seller warrants that non-leased major appliances; heating, cooling, mechanical, electrical, security, sprinkler, septic, and plumbing systems; seawall; dock; and pool equipment, if any, are and will be maintained in working condition until Closing; that the structures (including roofs, doors, and windows) and pool, if any, are structurally sound and watertight; and that torn or missing screens, missing roof tiles, and fogged windows will be repaired or replaced. Limited remaining life of any warranted item will not be considered a defect that must be repaired or replaced by **Seller**. **Seller** does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted from a defect in a warranted item. **Seller** is not obligated to bring any item into compliance with existing building code regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the working condition of the item, including pitted marcite; tears, worn spots, and discoloration of floor coverings/wallpapers/window treatments; caulking in bathroom; nail holes, scratches, dents, scrapes, and chips in ceilings/walls/flooring/tile/fixtures/mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

(2) Professional Inspection: Buyer may, at **Buyer's** expense, have warranted items inspected by a person who specializes in and holds a license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("professional inspector"). **Buyer** must, within 5 days after the end of Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the portion of the inspector's written report dealing with such items to **Seller**. If **Buyer** fails to timely deliver written notice, **Buyer** waives **Seller's** warranty and accepts the items listed in Subparagraph (a) above in their "as is" conditions, except that **Seller** must meet the Maintenance Requirement.

(3) Repair: Seller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items into the condition warranted, up to the Repair Limit. **Seller** may, within 5 days after receipt of **Buyer's** notice of items that are not in the condition warranted, have a second inspection made by a

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(4) professional inspector and will report repair estimates to **Buyer**. If the first and second inspection reports differ and the parties cannot resolve the differences, **Seller** and **Buyer** together will choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, **Seller** will have the repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or **Buyer** designates which repairs to make at a total cost to **Seller** not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

(b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropod or plant life, including termites, powder-post beetles, old house borers, and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences. **Buyer** may, at **Buyer's** expense, have the Property inspected by a Florida-licensed pest control business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the inspector finds evidence of infestation or damage, **Buyer** will deliver a copy of the inspector's written report to **Seller** within 5 days after the date of the inspection. If **Seller** previously treated the Property for the type of wood-destroying organisms found, **Seller** does not have to treat the Property again if (i) there is no visible live infestation and (ii) **Seller** transfers to **Buyer** at Closing a current full treatment warranty for the type of wood-destroying organisms found. **Seller** will have 5 days after receipt of the inspector's report to have reported damage estimated by a licensed building or general contractor and corrective treatment, if required, estimated by a licensed pest control business. **Seller** will have treatments and repairs made by an appropriately licensed person at **Seller's** expense up to the WDO Repair Limit. If the cost to treat and repair the Property exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may cancel this Contract by written notice to the other. If **Buyer** fails to timely deliver the inspector's written report, **Buyer** accepts the Property "as is" with regard to wood-destroying organism infestation and damage, subject to the Maintenance Requirement.

(c) Permits: Buyer may, at **Buyer's** expense, inspect and examine records and documents to determine whether any open or expired building permits or unpermitted improvements to the Property exist. **Buyer** will, before the end of the Inspection Period, deliver written notice to **Seller** of the existence of such; and **Seller** will remedy the reported items up to the Permit Limit and have final inspections completed no later than 5 days before Closing. If final inspections cannot be performed due to delays by the governmental entity, Closing will be extended for up to 10 days to complete such final inspections, failing which either party may cancel this Contract; and **Buyer's** deposit(s) will be refunded. At Closing, **Seller** will provide **Buyer** with written documentation that all reported items have been remedied. If the cost to remedy reported items exceeds the Permit Limit, either party may cancel this Contract unless either party pays the excess or **Buyer** accepts the Property in its "as is" condition and **Seller** credits **Buyer** at Closing the amount of the Permit Limit.

(d) Walk-Through Inspection; Reinspection: On the day before Closing or at any other time agreeable to the parties, **Buyer**, and/or **Buyer's** representative, may walk through the Property solely to verify that **Seller** has made repairs required by this Contract, has met the Maintenance Requirement, and has met contractual obligations. If **Buyer**, and/or **Buyer's** representative, fails to conduct this inspection, **Seller's** repair obligations and Maintenance Requirement will be deemed fulfilled.

9. Risk of Loss: If any portion of the Property is damaged by fire or other casualty before Closing and can be restored by Closing or within 45 days after Closing Date to substantially the same condition as it was on Effective Date, **Seller** will, at **Seller's** expense, restore the Property and deliver written notice to **Buyer** that **Seller** has completed the restoration; and the parties will close the transaction on the later of Closing Date or 10 days after **Buyer** receives **Seller's** notice. **Seller** will not be obligated to replace trees. If restoration cannot be timely completed, **Buyer** may cancel this Contract, and **Buyer's** deposit(s) will be refunded; or **Buyer** may accept the Property "as is" and **Seller** will credit the deductible and assign the insurance proceeds, if any, to **Buyer** at Closing in such amounts as are attributable to the Property and not yet expended in restoring the Property to the same condition as it was on Effective Date.

10. Title: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative, or guardian deed as appropriate to **Seller's** status.

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential use of the Property: covenants, easements, and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas, and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge before or at Closing. The party paying for the owner's title policy will, at least ***15*** days (if Paragraph **3(a)** is selected then 5 days or if Paragraph **3(b)** is selected then 10 days, if left blank) ("Title Evidence Deadline") before

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Closing, deliver to **Buyer** one of the following types of title evidence (see Paragraph **5(c)**), which must be generally accepted in the county where the Property is located. **Seller** will use option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However, if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to Closing Agent from the policy effective date and certified to **Buyer** or Closing Agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence.

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to **Seller**, within 5 days after receipt of title evidence but no later than Closing Date, of any defects that make the title unmarketable. **Seller** will have 30 days after receiving **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the Closing will occur on Closing Date or within 10 days after **Buyer** receives **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days after receiving **Seller's** notice, either cancel this Contract, extend Curative Period for a specified period not to exceed 120 days, or accept title with existing defects and close the transaction.

(c) Survey: On or before Title Evidence Deadline, **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller** within 5 days after receiving survey but no later than Closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. If **Buyer** timely delivers such notice, any reported encroachment or violation will be treated in the same manner as a title defect, and **Seller's** and **Buyer's** obligations will be determined in accordance with Subparagraph (b) above.

11. Effective Date; Time; Force Majeure:

(a) Effective Date: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers the final offer or counter offer. **Time is of the essence for all provisions of this Contract.**

(b) Time: All time periods will be computed in business days (a "business day" is every calendar day except Saturday, Sunday, and national legal holidays). If any deadline falls on a Saturday, Sunday, or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

(c) Force Majeure: Seller or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an "act of God" or "force majeure." An act of God or force majeure is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, acts of terrorism, and any other such causes and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, if such act of God or force majeure event continues beyond 30 days, either party may cancel this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be refunded.

12. Notices: All notices will be in writing and will be delivered to the parties and Broker by mail, personal delivery, or electronic media. Except for the notices required by Paragraph **3** of this Contract, **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or received by that party.**

13. Complete Agreement: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. Signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or

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unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

14. Assignability; Persons Bound: Buyer may **not** assign this Contract without **Seller's** written consent. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns (if permitted) of **Seller**, **Buyer**, and Broker.

15. Default:

(a) Seller Default: If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses, or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit(s) without waiving the right to seek damages or to seek specific performance as per Paragraph **16**. **Seller** will also be liable to Broker for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph **16**; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally between Brokers) up to the full amount of the brokerage fee.

16. Dispute Resolution: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) Disputes concerning entitlement to deposits made and agreed to be made: Seller and **Buyer** will have 30 days after the date conflicting demands are made to attempt to resolve the dispute through **mediation**. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court, or the Florida Real Estate Commission ("FREC"). A broker's obligation under Chapter 475, Florida Statutes, and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order applies only to brokers and does not apply to title companies, attorneys, or other escrow holders.

(b) All other disputes: Seller, **Buyer**, and Broker will have 30 days after the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties, including Broker, will resolve the dispute through neutral binding **arbitration** in the county where the Property is located. However, no arbitration arising out of or relating to this transaction or this Contract or its breach will include Broker, unless Broker consents in writing to become a party to the proceeding. A demand for arbitration is prohibited if a civil action requesting the same relief would be barred by Florida statute of limitations. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure, and the arbitrator will resolve all discovery-related disputes. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This clause will survive Closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs, and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

17. Escrow Agent; Closing Agent: Seller and **Buyer** authorize Escrow Agent and Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" mean any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Agent will be arbitrated, so long as Agent consents to arbitrate.

18. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the coastal construction control line, etc.)

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and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and governmental agencies for verification of the Property condition, square footage, and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including but not limited to photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** and/or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive Closing.

19. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to Closing Agent: Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, Closing Agent will disburse brokerage fees as indicated below. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

N/A	***N/A***
Seller's Sales Associate / License No.	**Buyer's** Sales Associate / License No.
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
N/A	***N?A***
Listing Brokerage	**Buyer's Brokerage**
Listing Brokerage Address	**Buyer's Brokerage** Address

20. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable and attach the addenda**):

- ☐ A. Additional Clauses
- ☐ B. Appraisal
- ☐ C. As Is with Right to Inspect
- ☐ D. Assignment
- ☐ E. Back-up Contract; Kick-out Clause
- ☐ F. Condominium Association
- ☐ G. Defective Drywall
- ☐ H. FHA Financing
- ☐ I. FIRPTA
- ☐ J. Homeowners' Association
- ☐ K. Housing for Older Persons
- ☐ L. Inspections
- ☐ M. Insulation Disclosure (New Homes Only)
- ☐ N. Insurance
- ☐ O. Interest-Bearing Escrow Account
- ☐ P. Lease Option; Lease Purchase
- ☐ Q. Licensee - Personal Interest in Property
- ☐ R. Mold Inspection
- ☐ S. Mortgage Assumption
- ☐ T. New Mortgage Rates
- ☐ U. Pre-1978 Housing Lead-Based Paint Warning Statement
- ☐ V. Property Disclosure
- ☐ W. Rentals
- ☐ X. Rezoning
- ☐ Y. Sale/Lease of Buyer's Property
- ☐ Z. Seller Financing
- ☐ AA. Short Sale Approval
- ☐ BB. VA Financing
- ☐ CC. 1031 Exchange
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

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21. Additional Terms:

(1) A SURVEY OF THIS PROPERTY WILL BE DONE BY THE CITY ON OR BEFORE THE CLOSING DATE UNLESS A RECENTLY DATED SURVEY IS AVAILABLE FROM THE SELLER.

(2) IF LIENS OR TAX CERTIFICATES ARE ATTACHED TO THIS PROPERTY, THOSE LIENS AND TAX CERTIFICATES MUST BE PAID ON OR BEFORE CLOSING BY SELLER.

(3) CLEAR TITLE MUST BE RECEIVED BEFORE CLOSING.

(4) SELLER IS RESPONSIBLE FOR ALL CLOSING COSTS NOTED IN THIS CONTRACT.

(5) THIS CONTRACT SHALL NOT TAKE EFFECT UNTIL APPROVED BY THE NEW SMYRNA BEACH CITY COMMISSION

22. Offer and Acceptance: Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by **Seller** and a copy delivered to **Buyer** no later than _____ ☐ a.m. ☐ p.m. on _____, this offer will be revoked and **Buyer's** deposit(s) refunded subject to Collection of funds. ☐ **Buyer** received a written real property disclosure statement from **Seller** before making this offer.

23. Counter Offer; Rejection:

☐ **Seller** counters **Buyer's** offer. (To accept the counter offer, **Buyer** must sign or initial the counter offered terms and deliver a copy of the acceptance to **Seller**.) Unless otherwise stated, the time for acceptance of any counter offer will be 2 days after the date the counter offer is delivered.

☐ **Seller** rejects **Buyer's** offer.

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: _____ Date: _____

Print name: _____

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Seller: KV Griffith Date: 1/4/2021 7:34 PM EST

Print name: Kathy Griffith

Seller: Tracey T Barlow Date: 1/4/2021 7:40 PM EST

Print name: Tracey T. Barlow

Seller's address for purpose of notice:

Address: 201 S. Peninsula Ave. New Smyrna Beach, FL 32169

Phone: (386) 428-6252 Fax: _____ Email: _____

Effective Date: _____ **(The date on which the last party signed or initialed and delivered the final offer or counter offer.)**

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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

LOT 6

LOT 3

WOOD FENCE
6.2'
16.2'
20.2'
1-STORY FRAME GARAGE
20.2'
16.2'
0.7' CONCRETE-BLOCK WALL
WOOD GATE
WELL POINT RISER
CONCRETE WALK
WOOD DECK
STEP
DRIVE
CONCRETE
PART OF LOT 5
PART OF Wly 33-1/3' OF LOT 4
100.00' (M)
120' (P)
CLF
PVC FENCE
40.1'
1-STORY FRAME RESIDENCE #214
11.0'
12.0'
26.1'
16.3'
10.0'
10.0'
10.1'
15.1'
25.2'
55.3'
23.7'
7.5'
38.3'
29.9'
END CLF 0.8'E
CLF X-X-X-X DENOTES CLEANOUT
LOOSE PAVER PATIO NOT LOCATED
SHELL & GRASS DRIVE
CONCRETE WALK
CLEANOUT
W
S
M

N 00°45'53"E
S 00°45'53"W
PART OF LOT 4 (NOT INCLUDED)

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

SOUTH PENINSULA AVENUE (50' R/W)
PLATTED "PENINSULAR AVENUE"

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'

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: 20010086

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
- = OVERHEAD UTILITIES
- 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

RESTRICTED APPRAISAL REPORT

ONE-STORY SINGLE FAMILY RESIDENCE
LOCATED AT 214 COLUMBUS AVE
CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA 32169

PREPARED FOR

KHALID N. RESHEIDAT, P.E.
CITY MANAGER
CITY OF NEW SMYRNA BEACH

DATE OF INSPECTION – DECEMBER 17, 2020
DATE OF VALUE – DECEMBER 17, 2020
DATE OF REPORT – DECEMBER 23, 2020

PREPARED BY

RONALD S. CROUSE, ASA, CRA
STATE CERTIFIED GENERAL REAL ESTATE APPRAISER RZ670

POMEROY PA APPRAISAL ASSOCIATES OF FLORIDA, INC.
Real Estate Appraisers — Consultants
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

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December 23, 2020

Khalid N. Resheidat, P. E.
City Manager, City of New Smyrna Beach

Re: Restricted Appraisal Report
One-story single-family residence located at 572 Columbus Ave in the city of New Smyrna Beach, Volusia County, FL 32168. (Volusia County Property Appraiser I. D. Number 7409-03-00-0040)

PURCHASE ORDER # 210129-00

Dear Mr. Resheidat:

In accordance with your request, I submit to you this Restricted Appraisal Report. The purpose of the appraisal is to estimate the market value "As Is" of the above-cited property.

This letter of transmittal is followed by the certification of the appraisal and the narrative appraisal report. Any data not contained in the report is retained in our file memorandum.

Particular attention is directed to the Underlying Assumptions and Limiting Conditions section of this report.

Summary of Value

Estimated "As Is" Value **$375,000**
(Exterior inspection only)

Thank you for the privilege of serving you.

Sincerely,

Ronald S. Crouse, ASA, CRA
State-certified general real estate appraiser RZ670

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1) The statements of fact contained in this report are true and correct.

2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

3) I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved; any specified interest or bias has not affected the impartiality of my opinions and conclusions.

4) My compensation for this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

5) My engagement in this assignment was not contingent upon developing or reporting predetermined results, requested minimum valuation, a specific valuation, or the approval of a loan.

6) My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics of the Appraisal Institute and the American Society of Appraisers

7) I have made a personal inspection of the exterior of property that is the subject of this report.

8) No one other than the named below helped in the data collection and analysis for this report.

9) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

10) The use of this report is subject to the requirements of the Appraisal Institute and the American Society of Appraisers relating to review by its duly authorized representatives.

11) I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment.



Ronald S. Crouse, ASA, CRA
State-certified general real estate appraiser RZ670

SUMMARY OF SIGNIFICANT CONCLUSIONS	
Location	572 Columbus Ave; it is located on the south side of Columbus Ave about 100 feet west of Pine Street in the city of New Smyrna Beach, Volusia County, Florida
Tax ID #	7409-03-00-0040
Legal Description	See Deed OR Book 4327, Page 1124 for legal description.
Ownership	Coronado Community United Methodist Church, Inc. per Volusia County Property Appraiser (VCPA).
Type of Property	One-story single-family residence located on beachside of New Smyrna Beach. The residence is in need of some renovation and overall maintenance.
Site Size	8,333± square feet per Volusia County Property Appraiser (VCPA). It has about 75± feet of frontage along Columbus Ave.
Site Improvements	Dirt and paved driveway, chainlink fencing and minimal landscaping.
Improvements	One-story single family residence containing 962 square feet. It was built in 1949 (Per VCPR). It has a front enclosed porch and one car detached garage.
Easements & Encroachments	None known that affects market value.
Current Assessment (Just)	$262,268 (VCPA)
Current Taxes	Tax Exempt
Zoning / Future Land Use	Mu, Mixed Use; Commercial Land Use, city of New Smyrna Beach.
Highest & Best Use Vacant	Mixed Use or Residential development.
As Improved	Existing residential use
Marketing/Exposure Period	6 to 12 months
Intended User	Khalid N. Resheidat, City Manager and / or city of New Smyrna Beach.
Date of Value	December 22, 2020
Estimated "As Is" Market Value	**$375,000**

RESTRICTED APPRAISAL REPORT

This is a Restricted Use Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it does not present discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

CLIENT: Khalid N. Resheidat, P. E., City Manager, city of NSB

APPRAISER: Ronald S. Crouse, ASA, CRA
State Certified General Real Estate Appraiser RZ670

SUBJECT: One-story single-family residence located at 214 Columbus Ave in the city of New Smyrna Beach, Volusia County, Florida 32169

PURPOSE OF APPRAISAL: To estimate the market value as defined by the Office of the Comptroller of the Currency under F 12,Part 34,Subpart C.

INTENDED USE OF REPORT: For the sole purpose of assisting the client in establishing a fee simple market value for the subject property for potential purchase.

INTEREST VALUED: Market value of the subject property in Fee Simple Estate.

EFFECTIVE DATE OF VALUE: December 17 2020

DATE OF INSPECTION: December 17, 2020

DATE OF REPORT: December 23, 2020

MARKETABILITY: The subject site is compatible with the neighborhood, and demand for this type property is above average in this location.

Marketing Period – Exposure Time

"Marketing Period" is defined as follows:

The most probable amount of time necessary to expose a property, in its entirety, to the open market in order to achieve a sale. Implicit in this definition are the following characteristics.

> The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers of similar type properties.
>
> The property will be offered at a price reflecting the most probable mark-up over the market value used by sellers of similar type properties.
>
> A sale will be consummated under the terms and conditions of the definition of market value.

"Exposure Time" is defined as follows:

Exposure time is a "retrospective" opinion, looking back (from the effective date) to the beginning of the "hypothetical" process of selling the asset, so that the sale would have been consummated on the "effective date" of appraisal.

We estimate the subject property should sell after a marketing effort of approximately 1 to 3 months at or near the appraised value. It is our opinion that a 1 to 3 month exposure time is adequate for the subject property.

REAL ESTATE APPRAISED: The subject of this appraisal is a one-story single-family residence located on the south side of Columbus Ave about 100 feet west of Pine Street Ave in the city of New Smyrna Beach, Volusia County, Florida.

OWNERSHIP AND SALES HISTORY: According to the tax records, the subject property is under the ownership of Coronado Community United Methodist Church, Inc. per Volusia County Property Appraiser (VCPA). The property has been under current ownership for several years.

ZONING: The subject is under the jurisdiction of city of New Smyrna Beach. It is zoned MU, Mixed Use District. Future Land Use is Commercial.

IMMEDIATE NEIGHBORHOOD DATA: The subject is located in an area of mixed single family residential, multi-family residential, public use and commercial uses. The trend of the neighborhood is for continued mixed use type development.

The subject is located one block south of Flagler Avenue which is the main commercial and tourist district on the beachside of New Smyrna Beach. Most of the abutting uses are residential with public use north of the subject along Flagler Avenue and church property abutting west along South Peninsula Ave.

SITE DESCRIPTION: The topography is generally level, at road grade and mostly cleared. The site is a rectangular shaped parcel and contains about 8,333± square feet per Volusia County Property Appraiser. It has about 75± feet of frontage along the north side of Columbus Ave.

IMPROVEMENT DESCRIPTION: The site is improved with a one-story home. According to tax records it was built in 1949. It is in fair condition and in need of some renovations. It is concrete block and wood-frame on concrete foundation with slate board siding and asphalt shingle roof. It has metal and wood doors and windows with some shuitters, aluminum soffit, gutters and downspouts. Based on Volusia County Property Appraiser, the house has a base area of 962 square feet with a 100 square foot front enclosed finished porch.

No interior inspection was available. It is our assumption the interior is in comparable quality and condition as the exterior of the residence.

It has heat and air-conditioning. The building is an older home and appears to be in fair condition.

<u>Site Improvements</u>
Site improvements include dirt and paved driveway and walkways and minimal landscaping.

HIGHEST AND BEST USE: Existing Residential Use. Based on current land values and single family residential sales in the immediate area the property as improved has a higher value than as vacant land.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: This Restricted Appraisal Report is based on market data that has been used in estimating a value conclusion for the subject property. The appraiser has relied upon secondary data sources such as public records, real estate brokers, etc., and primary data collected by the appraiser. To the extent possible, this data has been confirmed by the participants in the market or public records information. The most applicable and/or comparable information has been used in our analysis as deemed essential to support our value conclusions. The elements considered in our analysis were the market value of the Fee Simple Estate.

The approach used in estimating the market value of the subject property was the Sales Comparison Approach as improved. This restricted Appraisal Report sets forth only the appraiser's conclusions. Supporting documentation is retained in the appraiser's file.

SALES COMPARISON APPROACH

SUMMARY OF IMPROVED RESIDENTIAL SALES CONSIDERED						
SALE	**SALE PRICE**	**LOCATION STREET**	**SALE DATE**	**LAND SIZE S.F.**	**BLDG. SIZE S.F.**	**PER S.F. BLDG. & LAND**
1	$399,500	215 Lincoln Ave	11/20	4,500	881	$453
2	$360,000	305 S. Peninsula	8/20	8,420	972	$370
3	$415,000	205 Esther Street	12/19	6,100	1,092	$380
4	$350,000	503 N. Peninsula Ave	10/19	5,665	832	$421
		SUBJECT SIZE	INDICATION			
HIGH	$453	962	$435,786			
LOW	$370	962	$355,940			
MEAN	$406	962	$390,572			

SUMMARY SALES COMPARISON APPROACH

Four sales that have all occurred within approximately the past year were considered in our analysis. All of the comparable sales are single family residences located in close proximity to the subject. The sales prices ranged from $350,000 to $415,000 and the price per square foot of building including land ranged from $370 to $453 per square foot before adjustment. The mean price was about $406.

Differences between the subject and the sales that are believed to have affected the sales prices must be recognized and adjusted for. Thus it is important to use sales of as similar properties as possible, in order to minimize adjustments. Adjustments are made based on market evidence as to the extent the particular factor has on the sales price. When properly applied, the result provides a reasonable range within which the subject's value is most likely found.

The subject property is in inferior condition compared to all sales and is estimated at the lower end of the range.

Based on our analysis the subject is estimated to have an "As Is" market value for the land and contribution of the existing improvements of **$375,000.**

SUBJECT LOCATION MAP

8009013214 COLUMBUS AVE, NEW SMYRNA BEACH, 32169



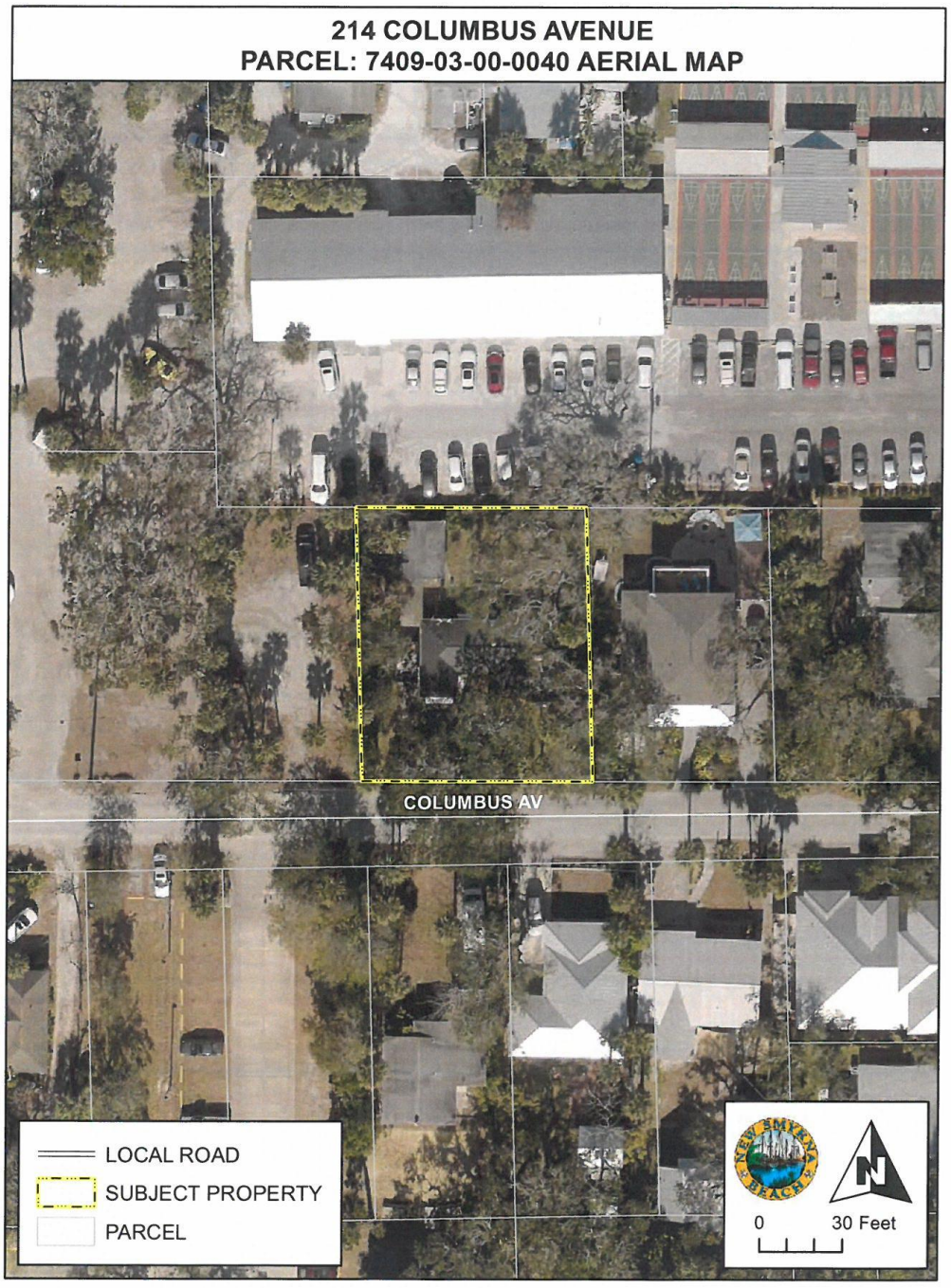
December 15, 2020

1:5,924

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

AERIAL OF SUBJECT PROPERTY



SUBJECT PHOTOS



LOOKING EAST ALONG COLUMBUS AVE FROM SUBJECT FRONTAGE



FRONT VIEW

SUBJECT PHOTOS



FRONT VIEW FROM COLUMBUS AVE



LOOKING AT ONE-CAR GARAGE

SUBJECT PHOTOS



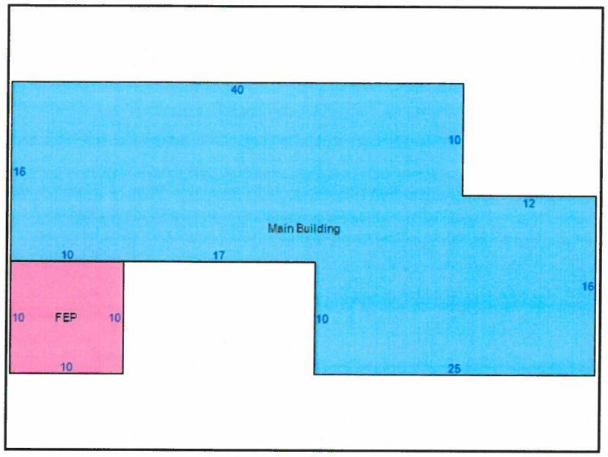
REAR VIEW OF RESIDENCE



VIEW OF SUBJECT ENTRANCE

Altkey: 8009013
CORONADO COMMUNITY UNITED

Parcel ID: 740903000040
214 COLUMBUS AVE , NEW SMYRNA BEACH



Options

Type	Line #	Item	Area
Dwelling	0	Main Building	962
Dwelling	1	FEP:Finished Enclosed Porch	100
Outbuilding	1	MFINGARG - FGM:GARAGE MASONRY FINISHED	320

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Last Updated: 14/Dec/2020
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ASSUMPTIONS AND LIMITING CONDITIONS

Type of Report:
This is a Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it does not include discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

Legal Matters:
The legal description used in this report is assumed to be correct, but it may not necessarily have been confirmed by survey. No responsibility is assumed in connection with a survey or for encroachments or overlapping or other discrepancies that might be revealed thereby. Any sketches included in the report are only for the purpose of aiding the reader in visualizing the property and are not necessarily a result of a survey.

Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there is no encroachment or trespass unless otherwise stated in this report.

No responsibility is assumed for an opinion of legal nature, such as to ownership of the property or condition of title.

The appraisers assume the title to the property to be marketable; that, unless stated to the contrary, the property is appraised as an unencumbered fee, which is not used in violation of acceptable ordinances, statutes or other governmental regulations.

Unapparent Conditions:
The appraisers assume that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable than otherwise comparable property. The appraisers are not experts in determining the presence or absence of hazardous substance, defined as all hazardous or toxic materials, waste, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property.

The appraisers assume no responsibility for the studies or analysis, which would be required to conclude the presence or absence of such substances or for loss as a result of the presence of such substances. The client is urged to retain an expert in this field, if desired. The value estimate is based on the assumption that the subject property is not so affected.

Information and Data:
Information and opinions furnished to the appraisers and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraisers can be assumed by the appraisers.

Any engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

All mortgages, liens, encumbrances, and servitudes have been disregarded unless so specified within the appraisal report. The subject property is appraised as though under responsible ownership and competent management.

Zoning and Licenses:
It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined, and considered in the valuation.

It is assumed that the subject property complies with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the valuation.

It is assumed that the information relating to the location of or existence of public utilities, which has been obtained through a verbal inquiry from the appropriate utility authority, or has been ascertained from visual evidence, is correct. No warranty has been made regarding the exact location or capacities of public utility systems.

It is assumed that all licenses, consents, or other legislative or administrative authority from local, state, or national governmental or private entity or organization have been, or can be, obtained or renewed for any use on which the value estimate contained in the valuation report is based.

The appraisers will not be required to give testimony or appear in court due to preparing the appraisal with reference to the subject property in question, unless prior arrangements have been made.

Possession of the report does not carry with it the right of publication. Out-of-context quoting from or partial reprinting of this appraisal report is not authorized. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraisers signing this appraisal report.

The authentic copies of this report are bound with a clear cover, which reveals the company name, Pomeroy Appraisal Associates of Florida, Inc. Any copy that does not have this cover or original signatures of the appraisers is unauthorized and may have been altered and is considered invalid.

Disclosure of the contents of this report is governed by the By-Laws and Regulations of the Appraisal Institute and the American Society of Appraisers. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the ASA) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the author.

The distribution of the total valuation in this report, between land and improvements, is applicable only as a part of the whole property. The land value, or the separate value of the improvements, must not be used in conjunction with any other appraisal or estimate and is invalid if so used.

No environmental or concurrency impact studies were either requested or made in conjunction with this appraisal report. The appraisers, thereby, reserve the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental or concurrency impact studies, research, or investigation.

The American with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act.

If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

An appraisal related to an estate in land that is less than the whole fee simple estate applies only to the fractional interest involved. The value of this fractional interest plus the

value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.

The appraisal report related to a geographical portion of a larger parcel is applied only to such geographical portion and should not be considered as applying with equal validity to other portions of the larger parcel or tract. The value for such geographical portions plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity.

The appraisal is subject to any proposed improvements or additions being completed as set forth in the plans, specifications, and representations referred to in the report, and all work being performed in a good and workmanlike manner. The appraisal is further subject to the proposed improvements or additions being constructed in accordance with the regulations of the local, county, and state authorities. The plans, specifications, and representations referred to are an integral part of the appraisal report when new construction or new additions, renovations, refurbishing, or remodeling applies.

If this appraisal is used for mortgage loan purposes, the appraisers invite attention to the fact that (1) the equity cash requirements of the sponsor have not been analyzed, (2) the loan ratio has not been suggested, and (3) the amortization method and term have not been suggested.

The function of this report is not for use in conjunction with a syndication of real property. This report cannot be used for said purposes and, therefore, any use of this report relating to syndication activities is strictly prohibited and unauthorized. If such an unauthorized use of this report takes place, it is understood and agreed that Pomeroy Appraisal Associates of Florida, Inc. has no liability to the client and/or third parties.

Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Underlying Assumptions and General Limiting Conditions. The appraisers' duties, pursuant to the employment to make the appraisal, are complete upon delivery and acceptance of the appraisal report. However, any corrections or errors should be called to the attention of the appraisers within 60 days of the delivery of the report.

This report is intended for use only by the identified client and identified other known intended users stated within the cover letter. Use of this report by others is not intended by the appraiser.

IMPORTANT DEFINITIONS

Definition of Market Value:
The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well-informed or well-advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value Comments: The factors of utility, scarcity, desire and effective purchasing power are apparent in the definition. The implication that buyer and seller are working under equal pressure is seldom completely true, although typical motivation for each does imply a reasonable balance for a market value transaction.

Market prices do not necessarily follow all of these concepts and are often affected by salesmanship and the urgency and need of the buyer and/or seller. The central difference between market price and market value lies in the premise of knowledge and willingness both of which are contemplated in market value, but maybe not in market price. Stated differently, at any given moment of time, market value denotes what a property is actually worth under certain specified conditions, while market price denotes what it actually sold for.

Probability of Value Change: The market value of the property appraised in the report is estimated as of the aforementioned date. Constantly changing economic, social, political and physical conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially and require a review of the appraisal and recertification.

Definition of Fee Simple Estate or Interest:
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (The Dictionary of Real Estate Appraisal, Sixth Edition, by Appraisal Institute, 2015)

Definition of Highest and Best Use:
The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability. (The Dictionary of Real Estate Appraisal, Sixth Edition, by Appraisal Institute, 2015)

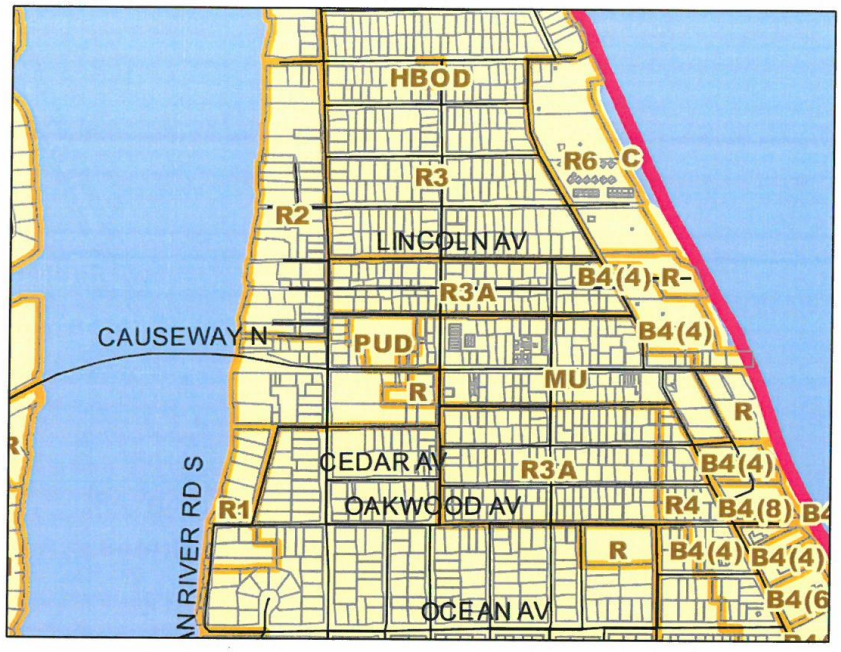
The definition immediately preceding applies specifically to the highest and best use of land and/or property. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be concluded to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Also implied is that the estimation of highest and best use results from judgment and analytical skill, i.e., that the use concluded from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the foundation on which market value rests. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

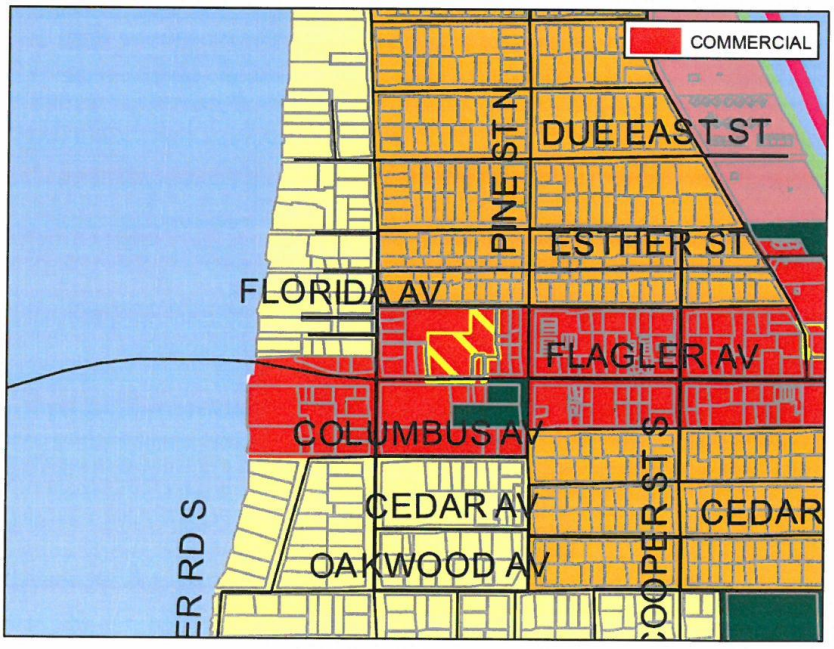
The highest and best use of both, land as though vacant and property as improved, must meet four criteria. The highest and best use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximally productive. These criteria are usually considered sequentially; a use may be physically possible, but this is irrelevant if it is feasibly impossible or legally prohibited. Only when there is a reasonable possibility that one of the prior, unacceptable conditions can be changed is it appropriate to proceed with the analysis. If, for example, current zoning does not permit a potential highest and best use, but there is a possibility that the zoning can be changed, the proposed use can be considered on that basis. A full analysis may be included in the report when the conclusions are based on techniques applied to identify the highest and best use among two or more potential uses. (The Appraisal of Real Estate, 14th Edition by Appraisal Institute, 2013)

VALUE AS IS: The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.

ZONING MAP



FUTURE LAND USE MAP



POMEROY PA APPRAISAL ASSOCIATES OF FLORIDA, INC.
Real Estate Appraisers — Consultants
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

RONALD S. CROUSE, ASA, CRA, IFAS

PRESIDENT, POMEROY APPRAISAL ASSOCIATES OF FL. INC

CERTIFICATION AND LICENSES

Florida State-certified general real estate appraiser RZ670
Florida Real Estate Licensed Broker BL463693
FHA Approved Appraiser FLRZ670

PROFESSIONAL EXPERIENCE

1986 - Present	-	Pomeroy Appraisal Associates of Fl. Inc.
1985 – 1986	-	State of Florida Building Subcontractor
1976 – 1985	-	State of New York Building Contractor

EXPERT TESTIMONY

Has been qualified and presented testimony as an expert witness in Federal Bankruptcy Court of Orlando and Jacksonville, FL, United States District Court Middle District of Florida Orlando Division, and Circuit Court of Volusia, Seminole, and Brevard Counties.

PROFESSIONAL AFFILIATIONS

Designated - Member - Accredited Sr. Appraiser - American Society of Appraisers **(ASA)**
Designated - Member - National Association of Review App. & Mort. Underwriters **(CRA)**
Designated - Senior Member - National Association of Independent Fee Appraisers **(IFAS)**
Member of the International Right-of-Way Association
Candidate for Designation, Appraisal Institute
National Association of Realtors
Member IRWA
Member ARDA

REAL ESTATE RELATED EDUCATION

Required Appraisal Institute Courses for Appraiser Designation

AIREA - Principles Course
AIREA - Standards of Professional Practice Course
AIREA - Basic Valuation
AIREA - Capitalization Theory and Techniques, Part A
AIREA - Capitalization Theory and Techniques, Part B
AIREA - Case Studies in Real Estate Valuation
AIREA - Valuation Analysis and Report
AI - Highest and Best Use and Market Analysis
AI - Advanced Sales Comparison and Cost Approach

Additional Real Estate Courses

AI - Real Estate Finance Statistics and Valuation Modeling
AIREA - Residential Valuation
AIREA - Litigation Valuation
AIREA - Computer Assisted Investment Analysis
Architectural Drafting and Blueprint Reading Courses
Florida Real Estate Course #1
BITA - Home Inspection Course

Partial List of Seminars

Rates, Ratios and Reasonableness
Principles of Capitalization
Standards of Professional Practice, Part B
Understanding Limited App. & Rep. Options
USPAP/Law Update
Marshall and Swift Comm. Cost Est. Seminar
Standards of Professional Practice, Part C
IRWA Easement Valuation
Real Estate Appraisal Methods
Standards of Professional Practice, Part A
Business Valuation, Parts 1 and 2
The Appraisers Complete Review Seminar
Accrued Depreciation Seminar
Eminent Domain
Appraising 2 to 4-Family Residence
Business Practices and Ethics

PARTIAL LIST OF PROPERTY TYPES APPRAISED

Vacant Land:	Urban, rural, commercial, multi-family, industrial, planned development, residential, agricultural, and mixed use.
Improved Properties:	Residential, commercial, industrial, multi-family, shopping centers, planned developments, professional/medical office buildings, time share projects, and mixed use properties.
Special Use Properties:	Golf courses, marinas, billboards, railroad right-of-way, road right-of-way, and wetlands.
Partial Interest:	Leasehold/leased fee, utility easements, drainage easements, construction easements, eminent- domain valuations, land leases, and Limited Partnerships.
Review:	Review experience for FDOT, St. Johns Water Mgt., Brevard County Property Acquisition, Various Banks and Attorneys.

Engaged full-time in professional appraisal and counseling services related to all types of real estate for a wide variety of clients, including Banks, local and state government agencies, attorneys, and private clients.

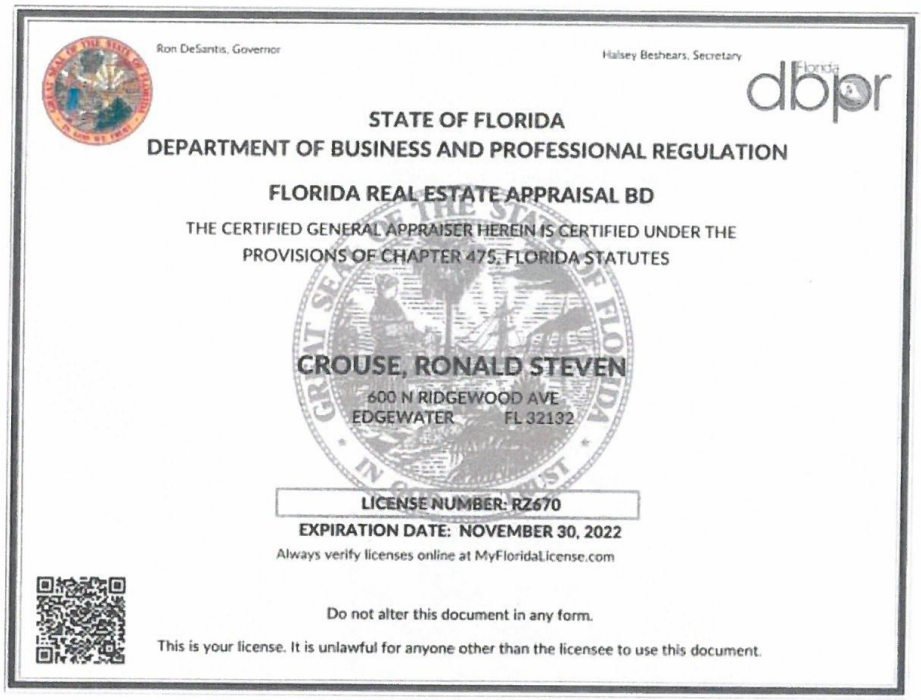
PARTIAL LIST OF CLIENTS - PAAFL

Government Agencies

St Johns Water Management
Division of State Lands, Trust for Public Lands
Florida Communities Trust
Florida Department of Transportation
Florida Department of Environmental Protection
Seminole, Volusia, Brevard, Flagler, Lake Counties Various cities and municipalities

Partial List of Lending Institutions

Bank of America
Pinnicale Bank
BB&T
Reunion Bank
Seacoast Bank
Ameris Bank
SunTrust Bank
TD Bank
Mainstreet Community Bank
Florida Community Bank
Seacoast Bank
Center State Bank



Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CROUSE, RONALD STEVEN
600 N RIDGEWOOD AVE
EDGEWATER FL 32132

LICENSE NUMBER: RZ670
EXPIRATION DATE: NOVEMBER 30, 2022
Always verify licenses online at MyFloridaLicense.com

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INVOICE

FROM:

Donna Scheidl, Office Manager
Heffington and Associates
911 Beville Road, Suite 8
Daytona Beach, FL 32119

Telephone Number: 386-760-7601 x10 **Fax Number:** 386-760-5161

TO:

City of New Smyrna Beach
124 Industrial Park Drive
New Smyrna Beach , FL 32168

Telephone Number: (386) 424-2209 **Fax Number:** (386) 424-2198
Alternate Number: **E-Mail:**

INVOICE NUMBER
0200424
DATE
Terms Net 30 Days
REFERENCE
Internal Order #: 0200424
Lender Case #:
Client File #: 210126-00
Main File # on form: 0200424
Other File # on form: 210126-00
Federal Tax ID: 59-2144816
Employer ID:

DESCRIPTION

Lender: City of New Smyrna Beach **Client:** City of New Smyrna Beach
Purchaser/Borrower: N/A
Property Address: 214 Columbus Ave
City: New Smyrna Beach
County: Volusia **State:** FL **Zip:** 32169
Legal Description: 9-17-34 THE W 33 1/3 FT OF LOT 4 EXC N 20 FT & LOT 5 EXC N 20 FT S H BARBER SUB PB 2 PG 179 MB 12 PG 11 PER OR 4327 PG 1124 PER OR 7828 PG 1443

FEES	AMOUNT
Appraisal Report	800.00
SUBTOTAL	800.00

PAYMENTS			AMOUNT
Check #:	**Date:**	**Description:**	
Check #:	**Date:**	**Description:**	
Check #:	**Date:**	**Description:**	
		SUBTOTAL	0.00
		TOTAL DUE	$ 800.00

APPRAISAL OF REAL PROPERTY



LOCATED AT
214 Columbus Ave
New Smyrna Beach, FL 32169

FOR
City of New Smyrna Beach
124 Industrial Park Drive
New Smyrna Beach , FL 32168

OPINION OF VALUE
398,000

AS OF
12/18/2020

BY
Martin J. Concannon, Cert Gen RZ907
Heffington & Associates
911 Beville Rd, Ste 8
Daytona Beach, FL 32119-1726
(386) 760-7601 x15
marty@heffingtonandassociates.com

RESIDENTIAL APPRAISAL REPORT

210126-00
File No.: 0200424

SUBJECT

Property Address: 214 Columbus Ave | City: New Smyrna Beach | State: FL | Zip Code: 32169
County: Volusia | Legal Description: 9-17-34 THE W 33 1/3 FT OF LOT 4 EXC N 20 FT & LOT 5 EXC N 20 FT S H BARBER SUB PB 2 PG 179 MB 12 PG 11 PER OR 4327 PG 1124 PER OR 7828 PG 1443 | Assessor's Parcel #: 740903000040
Tax Year: 2020 | R.E. Taxes: $ 0.00 | Special Assessments: $ 0.00 | Borrower (if applicable): N/A
Current Owner of Record: Coronado Community United Methodist Church Ir | Occupant: ☐ Owner ☐ Tenant ☒ Vacant | ☐ Manufactured Housing
Project Type: ☐ PUD ☐ Condominium ☐ Cooperative ☒ Other (describe) Single-Family Dwelling | HOA: $ ☐ per year ☐ per month
Market Area Name: North Peninsula - Flagler Avenue | Map Reference: 19660 | Census Tract: 0827.03

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)
This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective
Approaches developed for this appraisal: ☒ Sales Comparison Approach ☐ Cost Approach ☐ Income Approach (See Reconciliation Comments and Scope of Work)
Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)
Intended Use: The intended use of this report is to assist the City of New Smyrna Beach, c/o Mr. Khalid Resheidat, in possible purchase negotiations.
Intended User(s) (by name or type): /City of New Smyrna Beach
Client: City of New Smyrna Beach | Address: 124 Industrial Park Drive, New Smyrna Beach , FL 32168
Appraiser: Martin J. Concannon, Cert Gen RZ907 | Address: 911 Beville Rd, Ste 8, Daytona Beach, FL 32119-1726

MARKET AREA DESCRIPTION

				Predominant Occupancy	One-Unit Housing			Present Land Use		Change in Land Use
Location:	☐ Urban	☒ Suburban	☐ Rural		PRICE $(000)		AGE (yrs)			
Built up:	☒ Over 75%	☐ 25-75%	☐ Under 25%	☒ Owner				One-Unit	65 %	☒ Not Likely
Growth rate:	☐ Rapid	☒ Stable	☐ Slow	☐ Tenant				2-4 Unit	10 %	☐ Likely * ☐ In Process *
Property values:	☒ Increasing	☐ Stable	☐ Declining	☐ Vacant (0-5%)	295	Low	0	Multi-Unit	5 %	* To:
Demand/supply:	☒ Shortage	☐ In Balance	☐ Over Supply	☐ Vacant (>5%)	2,000	High	100	Comm'l	20 %	
Marketing time:	☒ Under 3 Mos.	☐ 3-6 Mos.	☐ Over 6 Mos.		600	Pred	40		%	

Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): The subject neighborhood is considered to be that area bounded on the north by Ponce Inlet, on the south by 3rd Avenue, on the east by the Atlantic Ocean and on the west by the Intracoastal Waterway. This is commonly known as the north peninsula area of New Smyrna Beach. The area is mostly built-up with single-family dwellings, some 2-4 unit dwellings, oceanfront condominiums and a scattering of multi-family development. Flagler Avenue and 3rd Avenue are intensely built-up with commercial properties. The subject is located one block south of Flagler Avenue.

SITE DESCRIPTION

Dimensions: 83.33 x 100 | Site Area: 8,333 sf
Zoning Classification: MU | Description: Mixed-Use, City of New Smyrna Beach
Zoning Compliance: ☒ Legal ☐ Legal nonconforming (grandfathered) ☐ Illegal ☐ No zoning
Are CC&Rs applicable? ☐ Yes ☒ No ☐ Unknown | Have the documents been reviewed? ☐ Yes ☐ No | Ground Rent (if applicable) $ /
Highest & Best Use as improved: ☒ Present use, or ☐ Other use (explain)
Actual Use as of Effective Date: Single-Family Dwelling | Use as appraised in this report: Single-Family Dwelling
Summary of Highest & Best Use: The highest and best use of the subject site is considered to be for a single-family dwelling.

Utilities	Public	Other	Provider/Description
Electricity	☒	☐	U.C. of NSB
Gas	☐	☒	FL. Pub. Util.
Water	☒	☐	U.C. of NSB
Sanitary Sewer	☒	☐	U.C. of NSB
Storm Sewer	☒	☐	U.C. of NSB

Off-site Improvements	Type	Public	Private
Street	Asphalt	☒	☐
Curb/Gutter	None	☐	☐
Sidewalk	None	☐	☐
Street Lights	Yes	☒	☐
Alley	None	☐	☐

Topography	Level
Size	Typical
Shape	Rectangle
Drainage	Adequate
View	Average

Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)
FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No | FEMA Flood Zone X500 | FEMA Map # 12127C0542J | FEMA Map Date 09/29/2017
Site Comments: The subject site's size is typical for the neighborhood. There were no apparent adverse conditions noted. A survey was provided.

DESCRIPTION OF THE IMPROVEMENTS

General Description		Exterior Description		Foundation		Basement ☒ None		Heating	
# of Units	One ☐ Acc.Unit	Foundation	Concrete	Slab	Concrete	Area Sq. Ft.		Type	Forced
# of Stories	One	Exterior Walls	Fr./Asbestos	Crawl Space	None	% Finished		Fuel	Electric
Type ☒ Det. ☐ Att. ☐		Roof Surface	Asphalt Shingle	Basement	None	Ceiling		Cooling	
Design (Style)	Bungalow	Gutters & Dwnspts.	Some/Alum.	Sump Pump	☐	Walls		Central	CHAC
☒ Existing ☐ Proposed ☐ Und.Cons.		Window Type	Mixed/Alum.	Dampness	☐	Floor		Other	
Actual Age (Yrs.)	71	Storm/Screens	Screens	Settlement	None noted	Outside Entry			
Effective Age (Yrs.)	30			Infestation					

Interior Description		Appliances		Attic ☐ None		Amenities		Car Storage ☐ None	
Floors	Wood Lam./Vinyl	Refrigerator	☒	Stairs	☐	Fireplace(s) #	0	Garage # of cars	(1 Tot.)
Walls	Plaster/Drywall	Range/Oven	☒	Drop Stair	☐	Patio	None	Attach.	
Trim/Finish	Wood	Disposal	☐	Scuttle	☒	Deck	Sm. wood deck	Detach.	X 1
Bath Floor	Vinyl	Dishwasher	☒	Doorway	☐	Porch	None	Blt.-In	
Bath Wainscot	Fiberglass	Fan/Hood	☐	Floor	☐	Fence	Block at rear	Carport	
Doors	Hollow Core Wood	Microwave	☐	Heated	☐	Pool	None	Driveway	2
		Washer/Dryer	☐	Finished	☐			Surface	

Woodstove(s) # 0

Finished area **above** grade contains: 5 Rooms | 3 Bedrooms | 2.0 Bath(s) | 975 Square Feet of Gross Living Area Above Grade
Additional features: Enclosed porch, block fence at rear, small wood deck
Describe the condition of the property (including physical, functional and external obsolescence): The subject was found to be in fair/average condition at the time of inspection. Some deferred maintenance was noted. One bedroom must be accessed through another bedroom or from the outside.

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RESIDENTIAL APPRAISAL REPORT

210126-00
File No.: 0200424

TRANSFER HISTORY

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): Public Records

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: The subject has not transferred within the last three years and is not currently listed for sale.
Date:	
Price:	
Source(s):	
2nd Prior Subject Sale/Transfer	
Date:	
Price:	
Source(s):	

SALES COMPARISON APPROACH

SALES COMPARISON APPROACH TO VALUE (if developed) ☐ The Sales Comparison Approach was not developed for this appraisal.

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	214 Columbus Ave New Smyrna Beach, FL 32169	215 Lincoln Ave New Smyrna Beach, FL 32169		429 Cedar Ave New Smyrna Beach, FL 32169		303 Esther St New Smyrna Beach, FL 32169	
Proximity to Subject		0.16 miles N		0.35 miles E		0.17 miles NE	
Sale Price	$		$ 399,500		$ 392,000		$ 350,000
Sale Price/GLA	$ /sq.ft.	$ 453.46 /sq.ft.		$ 502.56 /sq.ft.		$ 422.20 /sq.ft.	
Data Source(s)		NSB MLS#1061502; DOM 0		NSB MLS#1056082; DOM 2		NSB MLS#105922; DOM 109	
Verification Source(s)		Ext. Inspection/Pub. Rcds.		Ext. Inspection/Pub. Rcds.		Ext. Inspection/Pub. Rcds.	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.
Sales or Financing Concessions		Arm's Length Conventional		Arm's Length Conventional		Arm's Length Conventional	
Date of Sale/Time		11/16/2020		03/30/30	+20,000	06/30/2020	+10,000
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Beachside	Beachside/Sim.		Beachside/Sim.		Beachside/Sim.	
Site	8,333 sf	4,500 sf	+25,000	5,000 sf	+25,000	2,100 sf	+50,000
View	Average	Average		Average		Average	
Design (Style)	Bungalow	Bungalow		Bungalow		Bungalow	
Quality of Construction	Fair/Average	Average	-15,000	Average	-15,000	Average	-15,000
Age	A-71/E-35 Yrs.	A-60/E-30 Yrs.	-5,000	A-62/E-30 Yrs.	-5,000	A-59/E-30 Yrs.	-5,000
Condition	Fair/Average	Average/Good	-10,000	Good	-15,000	Good	-15,000
Above Grade Room Count (Total / Bdrms / Baths)	5 / 3 / 2.0	4 / 2 / 1	+5,000	5 / 2 / 1	+5,000	5 / 2 / 2	
Gross Living Area	975 sq.ft.	881 sq.ft.	+4,700	780 sq.ft.	+9,800	829 sq.ft.	+7,500
Basement & Finished Rooms Below Grade	0 None	0 None		0 None		0 None	
Functional Utility	Average -	Average	-5,000	Average	-5,000	Average	-5,000
Heating/Cooling	Central HVAC	Central HVAC		Central HVAC		Window/Wall Units	+6,000
Energy Efficient Items	Average	Average		Average		Average	
Garage/Carport	1 Car Garage	1 Car Garage		1 Car Garage		None	+5,000
Porch/Patio/Deck	Encl. Porch	Encl. Porch		Wood Deck	+2,000	Encl. Patio	
Other	Fence	Fence		Fence		Fence	
Other	None	None		Furnishings	-5,000	None	
Net Adjustment (Total)		☐ + ☒ -	$ -300	☒ + ☐ -	$ 16,800	☒ + ☐ -	$ 38,500
Adjusted Sale Price of Comparables		Net 0.1 % Gross 17.4 %	$ 399,200	Net 4.3 % Gross 27.2 %	$ 408,800	Net 11.0 % Gross 33.9 %	$ 388,500

Summary of Sales Comparison Approach: The comparable sales are located within several blocks of the subject property. The properties were on the market for an average of 37 days. Comparable No. 2 was listed for $389,900 and sold for $392,000 after being on the market for 2 days. None of the comparables sold previously within the last three years. All of the comparables were listed for sale in the New Smyrna Beach MLS. Comparable Nos. 2 and 3 were adjusted upwards 6 percent annually or one-half percent per month from the time they went under contract to the effective date of this report.

Note. On 03/11/2020, the World Health Organization officially declared the novel coronavirus a/k/a COVID-19 a pandemic and the long term effects of the pandemic on the subject's market area cannot be projected by the appraiser at this time. Please be advised that the opinion of market value is based on present and past market indicators. The appraiser makes no representation as to the effect on the subject property of any unforeseen event subsequent to the effective date of the appraisal.

The scope of work for this assignment included an interior and exterior inspection of all readily accessible areas of the subject improvements. The term inspection, as used in this report, is not the same level of inspection that is required for a professional home inspection. The appraiser does not fully inspect the electrical system, plumbing system, mechanical system, foundation, floor structure, or sub-floor. The appraiser only performed a visual observation of accessible areas and the appraisal report cannot be relied upon to disclose conditions and/or defects in the property. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. The appraiser is not responsible for determining the functionality of appliances or mechanical systems.

Indicated Value by Sales Comparison Approach $ 398,000

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RESIDENTIAL APPRAISAL REPORT

210126-00
File No.: 0200424

COST APPROACH

COST APPROACH TO VALUE (if developed) ☒ The Cost Approach was not developed for this appraisal.

Provide adequate information for replication of the following cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value):

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW

Source of cost data:

Quality rating from cost service: Effective date of cost data:

Comments on Cost Approach (gross living area calculations, depreciation, etc.):

OPINION OF SITE VALUE			=$
DWELLING	Sq.Ft. @ $		=$
	Sq.Ft. @ $		=$
	Sq.Ft. @ $		=$
	Sq.Ft. @ $		=$
	Sq.Ft. @ $		=$
			=$
Garage/Carport	Sq.Ft. @ $		=$
Total Estimate of Cost-New			=$
Less Depreciation	Physical	Functional	External =$( )
Depreciated Cost of Improvements			=$
"As-is" Value of Site Improvements			=$
			=$
			=$
INDICATED VALUE BY COST APPROACH			**=$**

Estimated Remaining Economic Life (if required): Years

INCOME APPROACH

INCOME APPROACH TO VALUE (if developed) ☒ The Income Approach was not developed for this appraisal.

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ **Indicated Value by Income Approach**

Summary of Income Approach (including support for market rent and GRM):

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 398,000 **Cost Approach (if developed) $** **Income Approach (if developed) $**

Final Reconciliation Only the Sales Comparison Approach was applied to determine the market value of the subject property. This approach best reflects the actions of buyers and sellers in the subject's market area. The Cost Approach is most applicable to new or nearly new properties with little or no accrued depreciation. Due to the actual and effective age of the subject improvements the Cost Approach was not developed. Residential properties in this area are generally purchased owner occupancy, either as a primary or secondary home, and not for their income generating capability. For this reason the Income Approach was not processed. The estimated exposure time is under 3 months.

This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, ☐ subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair:

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 398,000 **, as of:** 12/18/2020 **, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.**

ATTACHMENTS

A true and complete copy of this report contains 14 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.

Attached Exhibits:

☒ Scope of Work	☒ Limiting Cond./Certifications	☐ Narrative Addendum	☒ Photograph Addenda	☒ Sketch Addendum
☒ Map Addenda	☐ Additional Sales	☐ Cost Addendum	☐ Flood Addendum	☐ Manuf. House Addendum
☐ Hypothetical Conditions	☐ Extraordinary Assumptions	☐	☐	☐

Client Contact: Mr. Khalid Resheidat Client Name: City of New Smyrna Beach

E-Mail: kresheidat@cityofnsb.com Address: 124 Industrial Park Drive, New Smyrna Beach , FL 32168

SIGNATURES

APPRAISER

Appraiser Name: Martin J. Concannon, Cert Gen RZ907

Company: Heffington & Associates

Phone: (386) 760-7601 x15 Fax:

E-Mail: marty@heffingtonandassociates.com

Date of Report (Signature): 12/22/2020

License or Certification #: RZ907 State: FL

Designation:

Expiration Date of License or Certification: 11/30/2022

Inspection of Subject: ☒ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection: 12/18/2020

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:

Company:

Phone: Fax:

E-Mail:

Date of Report (Signature):

License or Certification #: State:

Designation:

Expiration Date of License or Certification:

Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection:

GP RESIDENTIAL

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Assumptions, Limiting Conditions & Scope of Work

210126-00
File No.: 0200424

Property Address:	214 Columbus Ave	City:	New Smyrna Beach	State:	FL	Zip Code:	32169
Client:	City of New Smyrna Beach	Address:	124 Industrial Park Drive, New Smyrna Beach , FL 32168				
Appraiser:	Martin J. Concannon, Cert Gen RZ907	Address:	911 Beville Rd, Ste 8, Daytona Beach, FL 32119-1726				

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

– The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

– The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.

– If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

– The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

– If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.

– The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

– The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

– The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

– If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.

– An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser–client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

– The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.

– An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non–invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

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Certifications

210126-00

File No.: 0200424

Property Address: 214 Columbus Ave City: New Smyrna Beach State: FL Zip Code: 32169

Client: City of New Smyrna Beach Address: 124 Industrial Park Drive, New Smyrna Beach , FL 32168

Appraiser: Martin J. Concannon, Cert Gen RZ907 Address: 911 Beville Rd, Ste 8, Daytona Beach, FL 32119-1726

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

– The statements of fact contained in this report are true and correct.

– The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

– I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

– Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

– I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

– My engagement in this assignment was not contingent upon developing or reporting predetermined results.

– My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

– My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

– I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.

– Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.

– Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;

2. Both parties are well informed or well advised and acting in what they consider their own best interests;

3. A reasonable time is allowed for exposure in the open market;

4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*** This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.**

SIGNATURES

Client Contact: Mr. Khalid Resheidat Client Name: City of New Smyrna Beach

E-Mail: kresheidat@cityofnsb.com Address: 124 Industrial Park Drive, New Smyrna Beach , FL 32168

APPRAISER



Appraiser Name: Martin J. Concannon, Cert Gen RZ907

Company: Heffington & Associates

Phone: (386) 760-7601 x15 Fax:

E-Mail: marty@heffingtonandassociates.com

Date Report Signed: 12/22/2020

License or Certification #: RZ907 State: FL

Designation:

Expiration Date of License or Certification: 11/30/2022

Inspection of Subject: ☒ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection: 12/18/2020

SUPERVISORY APPRAISER (if required)
or CO-APPRAISER (if applicable)

Supervisory or
Co-Appraiser Name:

Company:

Phone: Fax:

E-Mail:

Date Report Signed:

License or Certification #: State:

Designation:

Expiration Date of License or Certification:

Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection:

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Borrower	N/A				File No.	0200424	
Property Address	214 Columbus Ave						
City	New Smyrna Beach	County	Volusia	State	FL	Zip Code	32169
Lender/Client	City of New Smyrna Beach						

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

APPRAISER:

Signature: Mark J. Concannon

Name: Martin J. Concannon, Cert Gen RZ907

State Certification #: RZ907

or State License #:

State: FL Expiration Date of Certification or License: 11/30/2022

Date of Signature and Report: 12/22/2020

Effective Date of Appraisal: 12/18/2020

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): 12/18/2020

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:

Name:

State Certification #:

or State License #:

State: Expiration Date of Certification or License:

Date of Signature:

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable):

Subject Photo Page

Borrower	N/A						
Property Address	214 Columbus Ave						
City	New Smyrna Beach	County	Volusia	State	FL	Zip Code	32169
Lender/Client	City of New Smyrna Beach						



Subject Front

214 Columbus Ave

Sales Price	
Gross Living Area	975
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2.0
Location	Beachside
View	Average
Site	8,333 sf
Quality	Fair/Average
Age	A-71/E-35 Yrs.



Subject Rear



Subject Street

Photograph Addendum

Borrower	N/A						
Property Address	214 Columbus Ave						
City	New Smyrna Beach	County	Volusia	State	FL	Zip Code	32169
Lender/Client	City of New Smyrna Beach						



LIVING



KITCHEN



TYPICAL BEDROOM



DETACHED GARAGE



INTERIOR GARAGE



ALTERNATE VIEW OF FRONT ELEVATION

Comparable Photo Page

Borrower	N/A						
Property Address	214 Columbus Ave						
City	New Smyrna Beach	County	Volusia	State	FL	Zip Code	32169
Lender/Client	City of New Smyrna Beach						



Comparable 1

215 Lincoln Ave

Prox. to Subject	0.16 miles N
Sale Price	399,500
Gross Living Area	881
Total Rooms	4
Total Bedrooms	2
Total Bathrooms	1
Location	Beachside/Sim.
View	Average
Site	4,500 sf
Quality	Average
Age	A-60/E-30 Yrs.



Comparable 2

429 Cedar Ave

Prox. to Subject	0.35 miles E
Sale Price	392,000
Gross Living Area	780
Total Rooms	5
Total Bedrooms	2
Total Bathrooms	1
Location	Beachside/Sim.
View	Average
Site	5,000 sf
Quality	Average
Age	A-62/E-30 Yrs.



Comparable 3

303 Esther St

Prox. to Subject	0.17 miles NE
Sale Price	350,000
Gross Living Area	829
Total Rooms	5
Total Bedrooms	2
Total Bathrooms	2
Location	Beachside/Sim.
View	Average
Site	2,100 sf
Quality	Average
Age	A-59/E-30 Yrs.

Location Map

Borrower	N/A						
Property Address	214 Columbus Ave						
City	New Smyrna Beach	County	Volusia	State	FL	Zip Code	32169
Lender/Client	City of New Smyrna Beach						

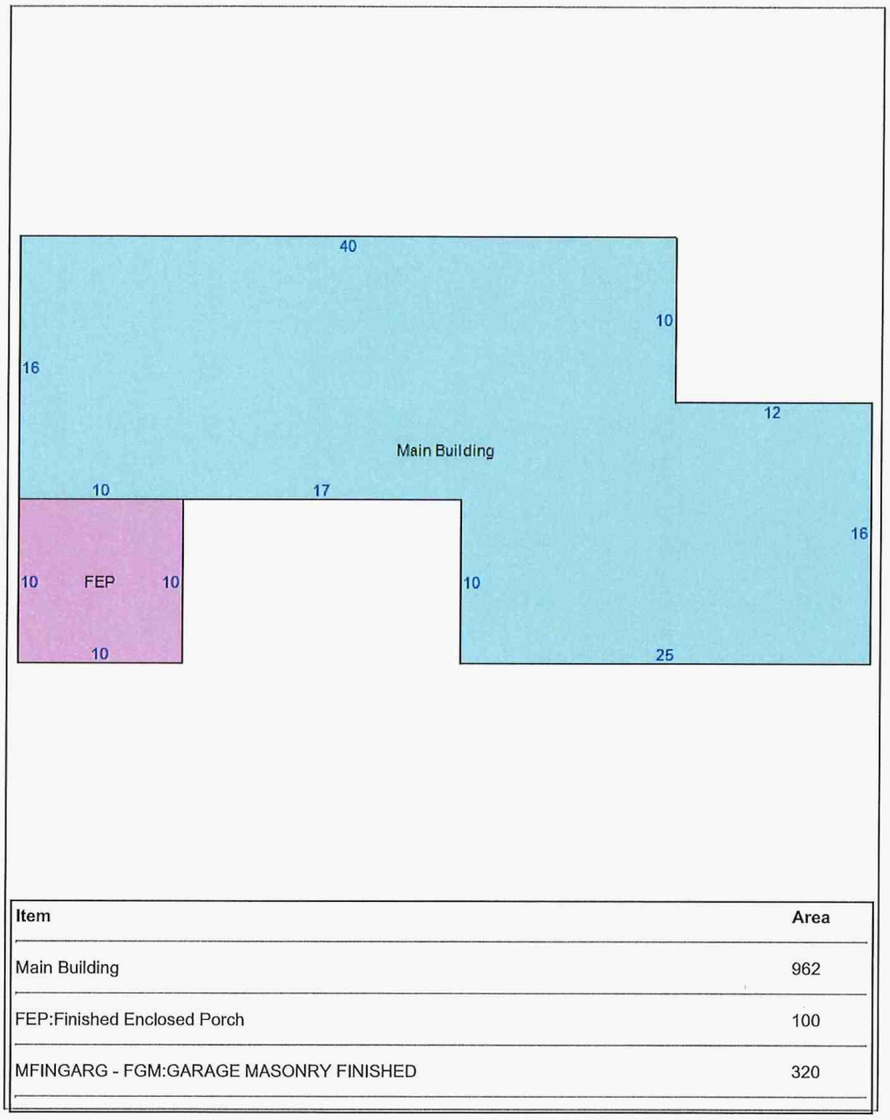


BUILDING SKETCH

0530 PONCE INLET PORT AUTHORITY $261,268 $0

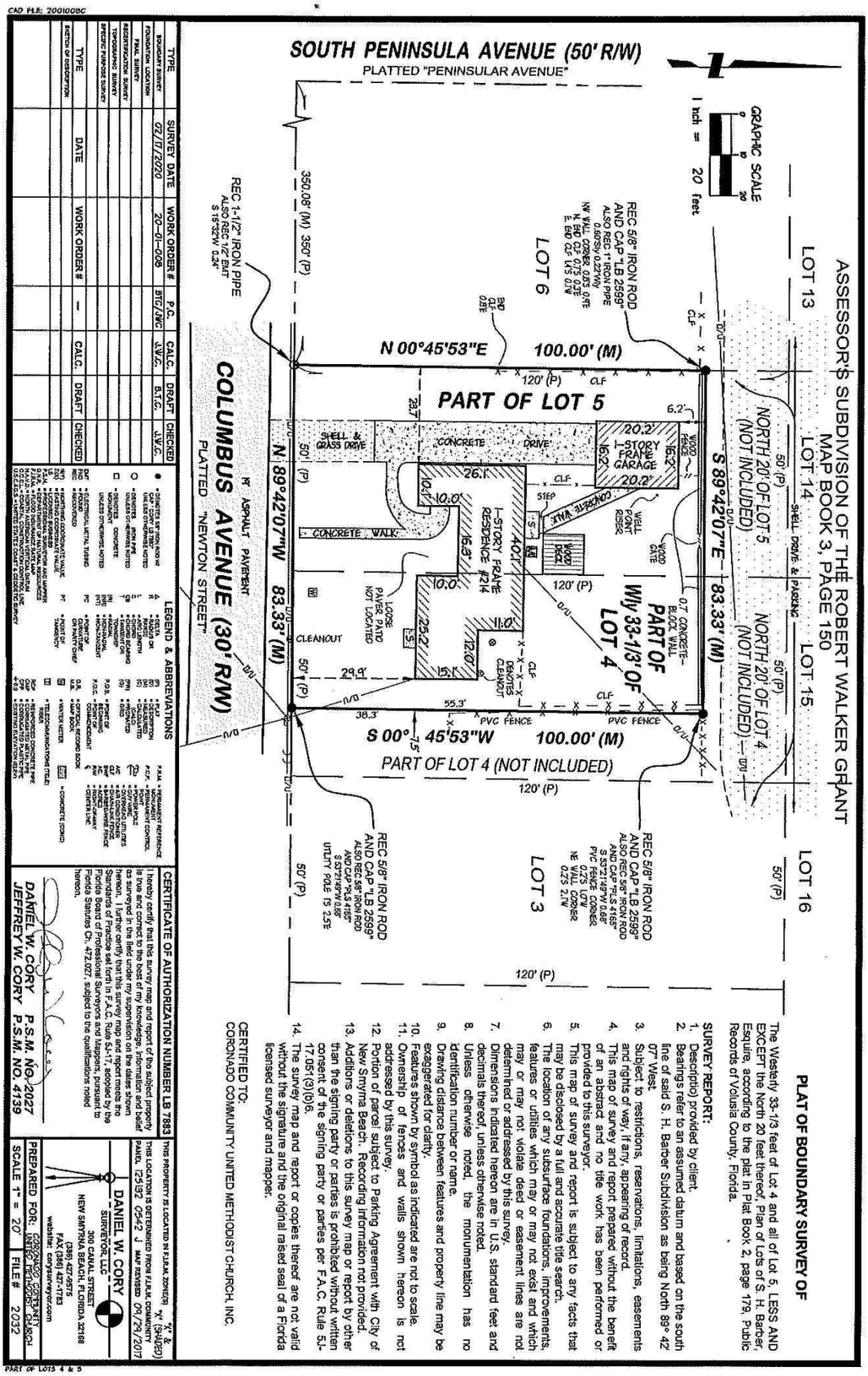
Final Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Non-Sch Exemptions	Non-Sch Taxable	HX Savings
2020	$216,658	$44,610	$261,268	$261,268	$261,268	$0	$0



Item	Area
Main Building	962
FEP:Finished Enclosed Porch	100
MFINGARG - FGM:GARAGE MASONRY FINISHED	320

COPY OF SURVEY



THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER A REQUEST FOR APPROVAL OF A FUNDING SOURCE TO RESURFACE ASPHALT BIKE/WALKING PATH ALONG THE NORTH CAUSEWAY FROM JUST EAST OF RIVERSIDE DRIVE TO DESOTO DRIVE.

January 26, 2021

Background:

The 10' wide asphalt bike path along the south side of the North Causeway is a very popular walking/biking path for residents and visitors doing "The Loop". The pathway is in significant disrepair with many trip hazards from cracks and raised pavement due to tree roots raising and cracking the surface of the asphalt (see attached pictures). Since this pathway is asphalt and not concrete staff has looked to vendors who traditionally do road resurfacing type of work as the City routinely uses cooperative purchasing methods to utilize County-wide resurfacing contracts for this type of work.

City staff has also met on-site with our Master Arborist, Chuck Lippi of Advanced Tree Care, Inc., to determine the best method necessary to protect the trees while removing the roots that have grown under the pathway. Replacing this bike path will require the selected paving contractor to remove the asphalt, City staff or a potential contractor to install a tree root protection border and geogrid mat to prevent future root growth under the bike path, and then the contractor to return to pave the actual path. The estimated cost for this project is $119,432. However, at the last meeting in December 8th, 2020 commissioner Kolody suggested to repair only damaged hazard area at this time. Engineering staff reviewed the area and attached please find the cost estimate for this suggested repair. The cost is approximately $70,604.50. Keep in mind this an estimate and the amount may decrease or increase depending on the actual bid amount.

The City has budgeted $700,000 for resurfacing this fiscal year; and the proposed street resurfacing list will be brought to the City Commission in December or early January for approval. The North Causeway bike path resurfacing was not planned to be part of the $700,000 street resurfacing project in this year's budget.

Findings:

Staff recommends City Commission approval to fund the North Causeway bike path resurfacing, at an estimated amount of $70,604.50 from General Fund Reserves (when the project is ready to be awarded), which would preserve the $700,000 budgeted funds to be used entirely for street resurfacing as planned. A budget amendment would be submitted for City Commission approval at the time of contract award. **This agenda item**

is to approve the future funding source for the North Causeway bike path repair and the area to be repaired.

Fiscal Analysis:

The resurfacing of the North Causeway bike path is proposed to be funded from General Fund Reserves in the estimated amount of $119,500, with a budget amendment to be submitted at the time of contract award. Three options available to fund this project:
1- General fund reserve.
2- Resurfacing fund($700,000 is available for this FY resurfacing).
3- Utilize some of the items in the current FY that were on hold due to union negotiations. We have $83,481 for Assistant to Maintenance Operation Director, and $45,000 for Administration Building roof totaling to $128,481.00.
Staff is recommending to utilize option #3 for this project with condition that these two items will be added to the budget for FY 21-22.

Strategic Plan Item:

Yes

Staff Report Created By: Faith Miller - Director - Maintenance Operations

Attachments:

North Causeway Walk.docx
N Causeway Bike Path revised cost estimate.pdf

North Causeway Walk/Bike Path – October 2020









North Causeway Walk/Bike Path – October 2020









N Causeway Sidewalk

		Whole length				Raised Spots Replacement		
#	Item	Quantity	Unit	Unit Price	Amount	Quantity	Unit Price	Amount
1	*Mobilization*	1	LS	$ 2,750.00	$ 2,750.00	1	$ 2,750.00	$ 2,750.00
2	*MOT*	1	LS	$ 3,150.00	$ 3,150.00	1	$ 3,150.00	$ 3,150.00
3	*Milling 2"*	4,833	SY	$ 2.70	$ 13,049.10	1,491	$ 4.50	$ 6,709.50
4	*Existing tree roots trimming*	1	LS	$10,000.00	$ 10,000.00	1	$ 5,000.00	$ 5,000.00
5	*Clearing & Grubbing*	1	LS	$10,000.00	$ 10,000.00	1	$ 5,000.00	$ 5,000.00
6	*Roots Barriers for both sides (18" deep)*	4,400	LF	$ 5.00	$ 22,000.00	3,285	$ 5.00	$ 16,425.00
7	*Asphalt Overlay 1.5"*	531	TN	$ 93.00	$ 49,383.00	164	$ 130.00	$ 21,320.00
8	*ADA Mats (10'X2')*	25	EA	$ 350.00	$ 8,750.00	25	$ 350.00	$ 8,750.00
9	*Sod restoration*	1	LS	$ 3,000.00	$ 3,000.00	1	$ 1,500.00	$ 1,500.00
10					$ -			$ -
11					$ -			$ -
12					$ -			$ -
13					$ -			$ -
14					$ -			$ -
	TOTAL				$122,082.10			$ 70,604.50
				Cost per SY =	$ 25.26		**Cost per SY =**	$ 47.35

THE CITY OF NEW SMYRNA BEACH - PLANNING & ZONING

CONSIDER THE APPROVAL OF LA-5-20: LICENSE AGREEMENT REGARDING THE PROPERTY LOCATED AT 521 SOUTH COOPER STREET.

January 26, 2021

Background:

1. **Applicant and Property Owners:** Howard and Kerrianne Johnston, 521 South Cooper Street, New Smyrna Beach, Florida 32169.

2. **Request:** Approval of a license agreement to allow shell in a portion of the South Cooper Street Right-of-Way for an off-street parking area.

3. **Site Information:** The subject area would be a 10 feet by 75 feet (approximately 750 square feet) shell pad area generally located on the east side of South Cooper Street.

4. **Parcel Number:** 7416-03-06-0080

Findings:

Exhibits used in this report:

- Exhibit A: Location Map
- Exhibit B: Aerial Map
- Exhibit C: Survey
- Exhibit D: City Engineering Department Letter
- Exhibit E: Site Plan
- Exhibit F: License Agreement

The applicant is proposing to maintain an existing shell parking area (10 feet wide by 75 feet long) in the City Right of Way in front of an existing single family house located at 521 South Cooper Street.

City Engineering staff has reviewed the application and supports the application for the shell parking area. The applicant should be aware that this agreement would not grant exclusive use of the right-of-way in this area.

Staff recommends **approval** of the License Agreement to allow shell in the South Cooper Street Right-of-Way, subject to the following condition:

1. This agreement would not grant exclusive use of the right-of-way in this area.

Fiscal Analysis:
N/A

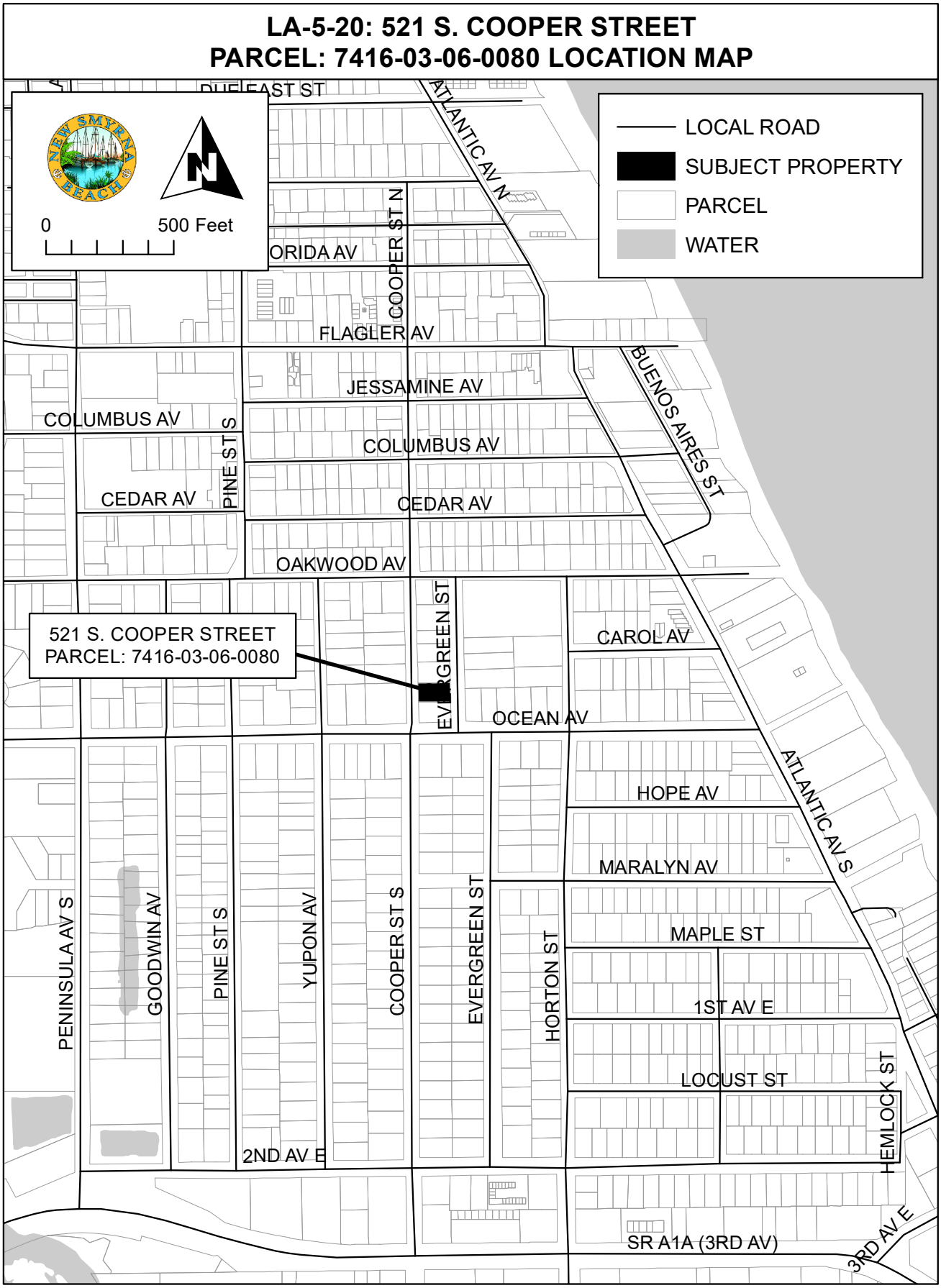
Strategic Plan Item:
No

Staff Report Created By: Robert Mathen - Planner II

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Survey.pdf
Exhibit D Engineering Review.pdf
Exhibit E Site Plan.pdf
Exhibit F Signed Agreement.pdf

LA-5-20: 521 S. COOPER STREET
PARCEL: 7416-03-06-0080 LOCATION MAP



LA-5-20: 521 S. COOPER STREET
PARCEL: 7416-03-06-0080 AERIAL MAP



Boundary Survey

LEGAL DESCRIPTION: THE NORTHERLY 75 FEET OF LOTS 8 AND 9, BLOCK 6, DETWILER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 14, PAGE 177, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



521 SOUTH COOPER STREET
BEW SMYRNA BEACH, FL.

DOMINION PARKS TO BEACH TITLE, LLC.

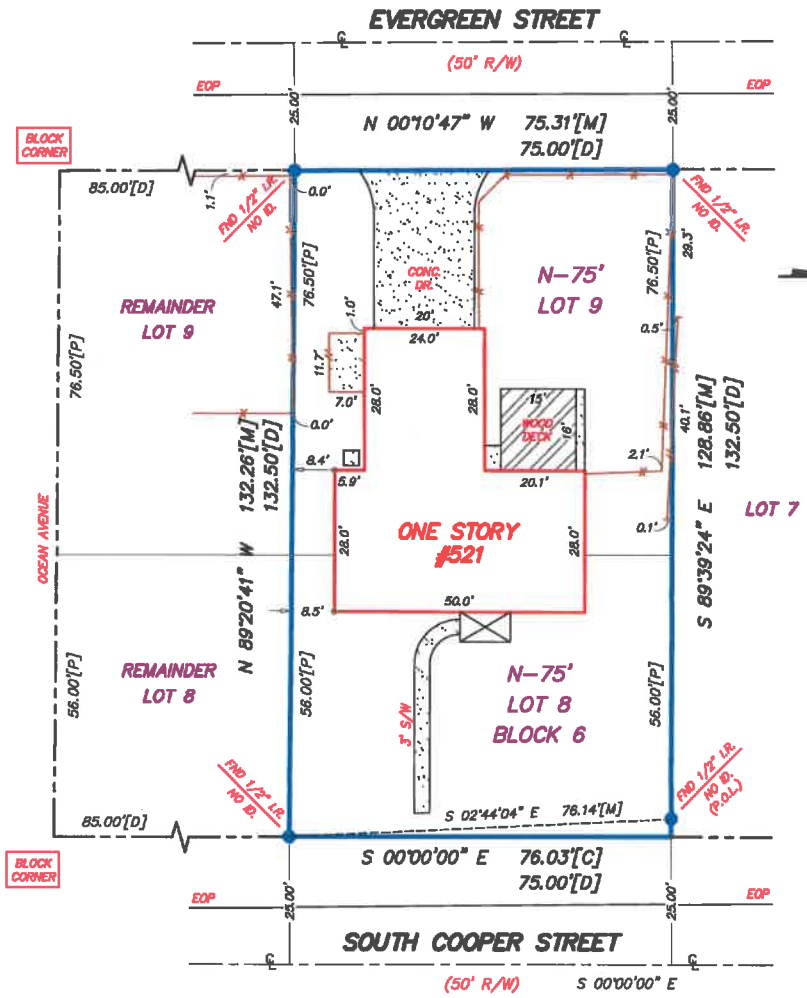
Long Surveying, Inc.
"Specializing in Residential Surveying"
LB No. 7371
1061 S. Sun Dr. Ste. #1113
Lake Mary, FL 32746
Office 407-330-9717 or 407-330-9716
Fax 407-330-9775
www.longsurveying.com

DRAWN BY:	CHECKED BY:
KZR	BRETT

CERTIFIED TO:
KERRIANNE JOHNSTON
DOMINION PARKS TO BEACH TITLE, LLC.
FIDELITY NATIONAL TITLE INSURANCE COMPANY
CERTIFIED MORTGAGE PLANNERS

COMMUNITY NO: 125132
PANEL: 0542 SUFFIX: J F.I.R.M. DATE: 09/29/17
FLOOD ZONE: X

SURVEY NO. 86164 FIELD DATE: 11/30/17



SCALE: 1"=30'

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

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

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF SOUTH COOPER STREET BEING S 00°00'00" E ASSUMED

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

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

No. 5910 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

LEON L. HAMPTON P.S.M. NO. 5910

From: Meyers, Jesse
To: Mathen Robert
Subject: RE: 521 S Cooper St
Date: Tuesday, January 12, 2021 9:01:07 AM
Attachments: image004.png

Bob,

The shell/gravel parking area within the S Cooper right of way in front of this address has been in existence for many years in different degrees of improved condition, as evident from aerial photos dating back to at least 2005 and documented in 2014 pre-construction photos for the Central Beach Drainage Project (below). It appears this latest effort to maintain/rejuvenate the area has generated the need to formally adopt the pre-existing condition by method of License Agreement. As depicted in Exhibit E, with removal of the additional Railroad ties perpendicular to the direction of vehicular travel, the Engineering Department is in support of this application.

Jesse Meyers, P.E.
Senior Civil Engineer
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
(386) 410-2812 (office)
jmeyers@cityofnsb.com
www.cityofnsb.com

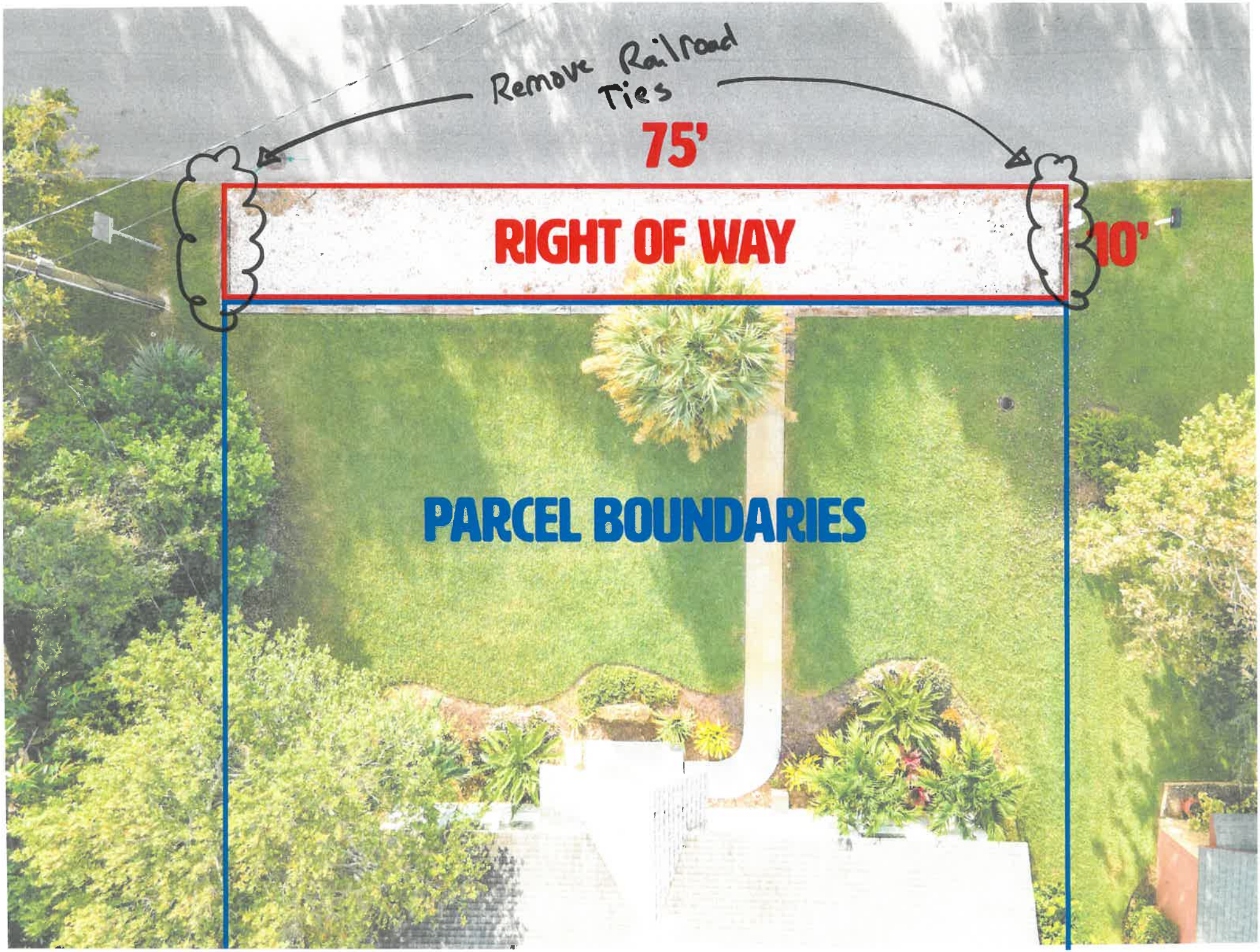


From: Mathen Robert
Sent: Wednesday, December 30, 2020 11:07 AM
To: Meyers, Jesse <jmeyers@cityofnsb.com>
Subject: 521 S Cooper St

Jesse,

Can you review this License Agreement for shell/gravel, and if you support it please supply an email to me.

Robert Mathen
Senior Planner / Historic Preservation Officer
City of New Smyrna Beach
2650 North Dixie Freeway
New Smyrna Beach, FL 32168
Office (386) 410-2835
Rmathen@cityofnsb.com
www.cityofnsb.com


Remove Railroad Ties
75'
RIGHT OF WAY
10'
PARCEL BOUNDARIES

Return Recorded Document to:
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RIGHT-OF-WAY LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this_____day of January, 2021, by and between the CITY OF NEW SMYRNA BEACH, a Florida municipal corporation (hereinafter "City") and

Howard W. Johnston III and Kerrianne Johnston, 521 South Cooper Street, New Smyrna Beach, Florida 32169 (hereinafter "Licensee").

PREMISES

WHEREAS, the City agrees that the improvement plan for the shell improvements depicted on **Exhibit "A"**, attached hereto and incorporated herein by reference, comes within the intent of established City policy; and

WHEREAS, the improvement plan encompasses part of a City right-of-way known as South Cooper Street, a 50-foot wide City right-of-way, as depicted in **Exhibit "B"**, attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee, Howard W. Johnston III and Kerrianne Johnston, is the owner of real property abutting South Cooper Street located in the Detwilers subdivision, the legal description of that property is as follows:

THE NORTHERLY 75 FEET OF LOTS 8 AND 9, BLOCK 6, DETWILER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 14, PAGE 177, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLOIRDA.

WHEREAS, the City is willing to license incidental private use of public property in exchange for appropriate protection of the public interest and sufficient contribution of the Licensee to expenses incurred in the improvements and maintenance of the South Cooper Street right-of-way.

WHEREAS, at it's regular meeting held_____(insert date of City Commission approval), the City Commission approved allowing the improvements depicted on **Exhibit "A"** within the South Cooper Street right-of-way, with conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as South Cooper Street, located and situated in New Smyrna Beach, Volusia County, Florida, as depicted in **Exhibit "A"** for the purpose of installation, maintenance, repair, replacement and removal of
Base Shell in the City Right-of-Way (hereinafter "Improvements") approved by the City as depicted in **Exhibit "A"**.

2. All improvements, uses and activities shall comply with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensee agrees to apply for all required permits for the improvements depicted on **Exhibit "A"** within thirty (30) days of the execution of this agreement by the City. Failure to apply for the required permit(s) will result in revocation of the City Commission's approval.

4. Licensee agrees to construct and/or install the improvements depicted on **Exhibit "A"** in a manner that allows a positive flow for the storm water runoff. Such construction/installation shall be shown on the building permit application submitted for the proposed improvements.

5. Licensee agrees to construct the improvements depicted on **Exhibit "A"** in order to ensure that the improvements are located at least 30 feet from any stop sign or traffic control device. If applicable, all traffic control devices shall be shown on the building permit application submitted for the proposed improvements.

6. Licensee agrees to complete all construction/installation activities within sixty (60) days of City Commission approval of this Agreement. Failure to complete all construction/installation activities within sixty (60) days shall result in revocation of the City Commission's approval.

7. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of the improvements described herein and as depicted on **Exhibit "A"**.

8. The Licensee agrees, upon thirty (30) days written notice form the City, to maintain, repair or replace all improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right

to remove all improvements without further notice to the Licensee and at sole cost and expense of the Licensee.

9. The City reserves the right to request removal of the improvements depicted in **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the improvements are not removed within the time specified by the City, or in cases where emergency work by the City becomes necessary, the City may remove or cause to be removed the improvements without any liability to the City or obligation to replace same upon completion of the City project.

10. The Licensee agrees that no improvements shall be made except as depicted in **Exhibit "A"** or subsequently approved amendments thereto. However, improvements may be maintained, repaired, replaced and removed.

11. Licensee agrees to not interfere or restrict public use of the property described in **Exhibit "A"**.

12. The license granted by this License Agreement shall be effective during the period from the date of execution by all parties until terminated in accordance with the provisions specified herein.

13. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement, or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the improvements and the City shall not be obligated to either maintain or repair the improvements and the City shall not be liable for either undertaking or failing to maintain or repair the improvements. All costs and expenses of the City resulting from maintenance or repair of the improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against the lot located within the subdivision as described in **Exhibit "A"**. The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lot, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for

collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

14. This license is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

15. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. The Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the property is hindered or disturbed.

16. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: ATTENTION: CITY MANAGER, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168, for the City; and to Howard W. Johnston III & Kerrianne Johnston,521 South Cooper Street, New Smyrna Beach, Florida 32169 for the Licensee, or as otherwise designated in writing to all respective parties.

17. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

18. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR

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

By: _____

Witness 1

Russ Owen, Mayor

Print Name of Witness 1

Attest:

By: _____

Witness 2

Kelly McQuillen, City Clerk

Print Name of Witness 2

LICENSEE

By: _____

Witness 1

Howard W. Johnston III

Kathryn Burgess
Printed Name

Witness 2

Jody Fulce
Printed Name

Witness 1 By: Kerrianne Johnston

Kathryn Burgess
Printed Name

Witness 2

Jody Fulce Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20 , by Russ Owen and Kelly McQuillen, as Mayor and City Clerk, respectively, of the City of New Smyrna Beach, Florida, a Florida Municipal Corporation, on behalf of the City of New Smyrna Beach. They are personally known to me and did not take an oath.

_____

Notary Public, State of Florida
Type or Print Name:_____

Commission No. _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of December, 2020, by Howard W Johnston III & Kerrianne Johnston, as owner of the property located at 521 South Cooper Street, New Smyrna Beach, Florida 32169. He/she is personally known to me or has produced

Personally Known as identification and did not take an oath.

Notary Public State of Florida
Jamison Conrey
My Commission GG 171733
Expires 01/01/2022

Notary Public, State of Florida
Type or Print Name:_____

Commission No. _____

My Commission Expires: _____

Approved as to form and correctness.

_____
Carrie Avallone, City Attorney

Date: _____

Exhibit A – Proposed Improvements

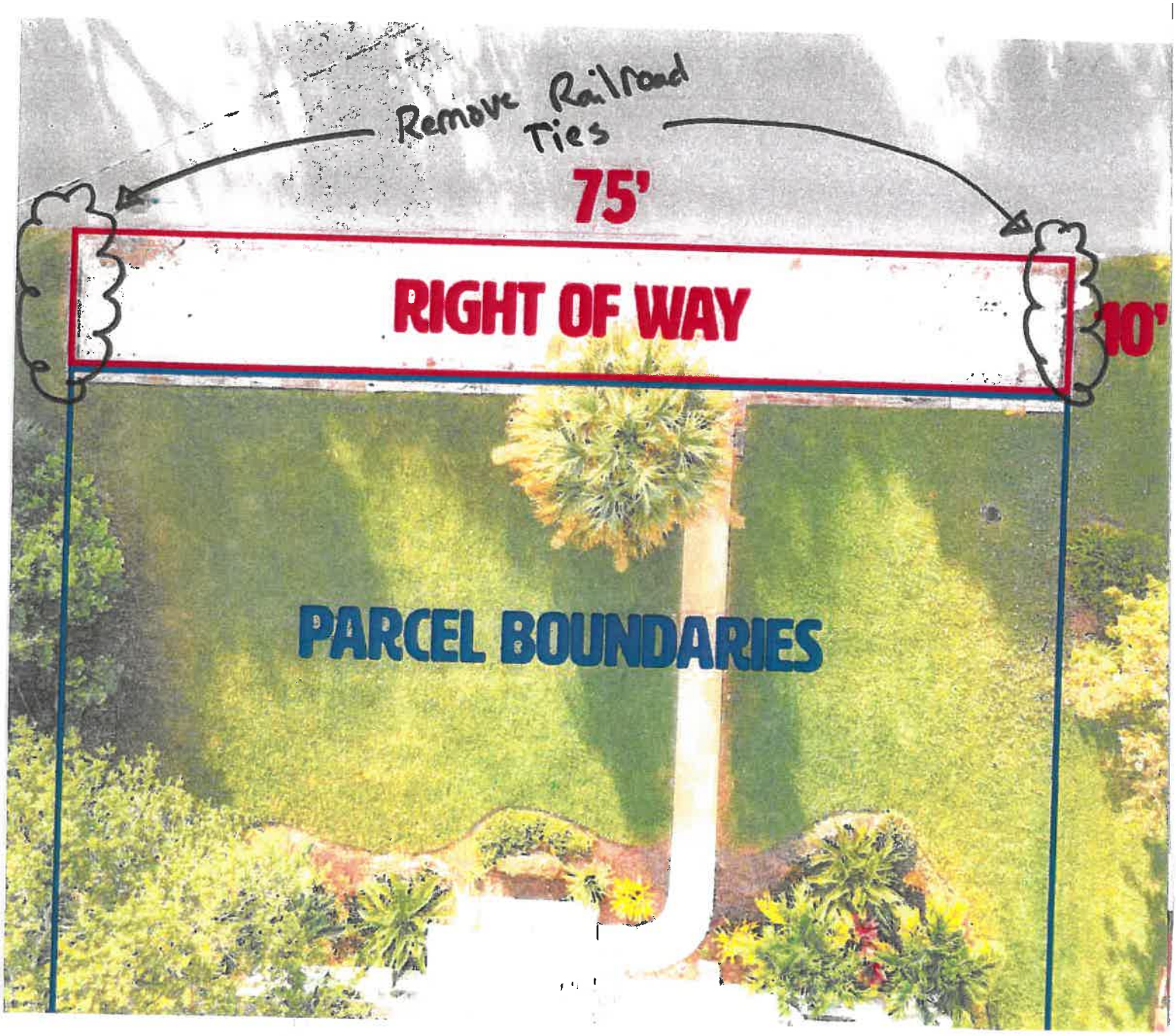


Exhibit B – Location Map

THE CITY OF NEW SMYRNA BEACH - PLANNING & ZONING

ORDINANCE NO. 106-20: CONDUCT THE SECOND READING AND QUASI-JUDICIAL PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD REZONE APPROXIMATELY 41.2 ACRES OF PARCELS FROM VOLUSIA COUNTY ZONING OF A-3, TRANSITIONAL AGRICULTURE AND RC, RESOURCE CORRIDOR, TO CITY PUD, PLANNED UNIT DEVELOPMENT WITH A MASTER DEVELOPMENT AGREEMENT AND A CONCEPTUAL DEVELOPMENT PLAN FOR THE HIDDEN LAKES VILLAGE SENIOR RESIDENTIAL DEVELOPMENT.

January 26, 2021

Background:

1. **Applicant & Authorized Representative:** Raymond R. Bradick, HLI Orlando, LLC, 529 Versailles Dr., # 210, Maitland, FL 32751

2. **Property Owners:** Hidden Lakes Village, LLC, 35 Fairgreen Ave., New Smyrna Beach, FL 32168; GGHL, LLC, 214 Golf Club Drive, New Smyrna Beach, FL 32168; and Richard & Sandra Landis, 1984 Mayport Ave., New Smyrna Beach, FL 32168

3. **Request:** Rezoning from existing Zoning designations of County A-3 Transitional Agriculture & RC, Resource Corridor, to City Planned Unit Development (PUD) zoning, under the proposed Hidden Lakes PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP), primarily to allow for the development of a residential subdivision with a maximum of 132 units, using existing surrounding roads and rights-of-way (r/w).

4. **Site Data:** The subject property consists of approximately 41.2 acres and is generally located west of Turnbull Bay Road & the FEC railroad tracks, and south of Whispering Pines Drive, from which the property will be accessed. The proposed residential property is west & north of Hidden Lakes Golf Course, on which it fronts,

and with its western portion fronting the Turnbull Creek basin. A Location Map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

5. **Tax ID #s:** 13 separate tax parcels, 12 of which are contiguous and proposed for residential development (VCPA PID # 7312-00-00-0078, 7312-00-00-0079, 7312-00-00-0083, 7312-00-00-0084, 7312-00-00-0090, 7312-00-00-0100, 7312-00-00-0101, 7312-00-00-0110, 7312-00-00-0149, 7312-00-00-0190, 7312-00-00-0480, & 7312-00-00-0490), and one other separate tax parcel included to the north that is proposed solely for access and associated infrastructure (VCPA # 7312-00-00-0320).

6. **Exhibits Provided**:

- **Exhibit A** - Location Map
- **Exhibit B** - Aerial Map
- **Exhibit C** – Existing Future Land Use (FLU) designation Map
- **Exhibit D** – Existing and Proposed Zoning Map
- **Exhibit E** – Proposed PUD Master Development Agreement (with all MDA exhibits attached @ small scale)
- **Exhibit F** – Proposed Conceptual Development Plan (CDP) exhibit (B) to MDA, larger scale
- **Exhibit G** – Signage Plan, Sheet L-1 exhibit (D) to MDA, larger scale
- **Exhibit H** – Buffer Plan, Sheet L-2 exhibit (E) to the MDA, larger scale
- **Exhibit I** – Emergency Access Easement document
- **Exhibit J** - Emergency Access Easement route exhibit
- **Exhibit K** – Color Conceptual Development Plan (CDP) exhibit presented at 9/14/20 P & Z Board meeting

Findings:

The 41.2 total acre subject property consists of 13 tax parcels, 12 of which are contiguous and within the southern portion of the proposed PUD area, adjacent to the Hidden Lakes Golf Course to the east & south, and the Turnbull Creek basin to the west. A single 1.35 acre parcel also included in the PUD area is separate and north of the other 12 parcels, and proposed solely for use in providing improvements to the existing roadway system that currently provides access to the 12 parcels to the south.

The 13 parcels were annexed into the City in 2008, with new City Future Land Use (FLU designations assigned as part of that annexation process, as shown on the **Exhibit C** FLU Map attached. The previous County zoning designations of the subject property still remain from that 2008 annexation process, which are shown on the **Exhibit D** Existing & Proposed Zoning Maps also attached. A 14th parcel was part of that 2008 annexation, but is not included within this PUD rezoning application.

It should be noted that the 2008 annexation & FLU designations included specific notes for maximum intensity of future development within the property then being annexed. Those restrictions included a maximum 132 residential units, based on the size of the Low Density Residential (LDR) FLU then assigned and shown on the **Exhibit C** Map, which this proposed MDA also proposes as its maximum number of residential units.

The proposed access to the PUD area will be by existing paved roads, extending from the Whispering Pines Drive roadway that intersects Turnbull Bay Road to the east. The MDA includes a specific commitment to provide a north-bound left turn lane within Turnbull Bay Road at that intersection, in conjunction with County requirements. Also as part of the MDA, the applicants have agreed to provide in future development plans whatever improvements the City may find to be needed to these existing roads, as a result of future analysis. The applicants also are proposing a relocation and redesign of the entrance roadway network from Whispering Pines Drive, as shown in a specific Exhibit (G) within the proposed **Exhibit E.**

Finally, the applicants have addressed past concerns for a secondary emergency access other than the single Whispering Pines Drive access, by securing an Emergency Access Easement through the golf course property to the south, as is noted in both the MDA text & by CDP Note # 21. That same Easement document and an Exhibit showing its route between these properties is now attached as **Exhibits I & J**.

The Exhibit E MDA proposes 132 residential lots as a 55+ community, for 76 "Golf Villas' lots and 56 Duplex units, with proposed minimum lot sizes of 4,400 SF for Golf Villas lots & 4,125 SF for each lot containing a duplex unit (total minimum lot area for the two connected duplex units would then be 8,250 SF). Typical lot, building, & setback dimensions are provided both within the MDA and on the CDP. Building elevations are provided as an exhibit (C) within the **Exhibit E**

The MDA & CDP also shows/notes:

i. Perimeter Landscape Buffer areas, as shown on the attached **Exhibit H** Buffer Plan; it should be noted no perimeter buffers are provided for those proposed lots which

would front on the adjacent Hidden Lakes Golf Course to the south & east.

ii. Open Space areas (noted as totaling 24.5 acres of the 41.2 acre PUD area), and accesses to those as shown on the CDP; one of these areas (noted for a proposed Community Garden) contains a remnant cemetery area to be preserved by this proposed Garden use, in accordance with concerns during the previous annexation and FLU designation process, and now noted (# 24) on the CDP.

iii. Both of these documents list these and other various improvements to be made to surrounding roadways, infrastructure, etc. as part of any future development under this PUD rezoning, as specifically stated within various MDA text sections and in the 28 General Notes on the CDP.

The Planning and Zoning Board considered this application at their September 14, 2020 meeting, and discussed various aspects, including the Emergency Access Easement, with Exhibits for that now included in this report (as **Exhibits I & J**). The applicants also then provided a colorized Conceptual Development Plan for that meeting, which is now attached as **Exhibit K**.

The Board voted 4-2 at that meeting to recommend approval of this PUD rezoning application to the City Commission. Planning & Zoning Board members expressed concerns about the following items:

- Traffic impacts to the surrounding roadway network
- Limited area available for on-street parking
- Small lot sizes; limited side yard area for drainage and equipment
- Secondary emergency access
- Protection of lands adjacent to Turnbull Creek

The proposed MDA text & CDP (**Exhibits E & F**) were later revised by the applicant following that meeting, to address concerns expressed by the Board and include commitments by the applicants to address:

i. No enclosures of garage areas for other purposes,
ii. Air conditioning unit locations being limited to rear yards only,

iii. On street guest parking permitted only on one side of the street, &
iv. Sidewalks to be provided within adjacent rights-of-way in front of all proposed lots.

Staff recommends **approval** to the City Commission for this requested PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

Fiscal Analysis:
N/A

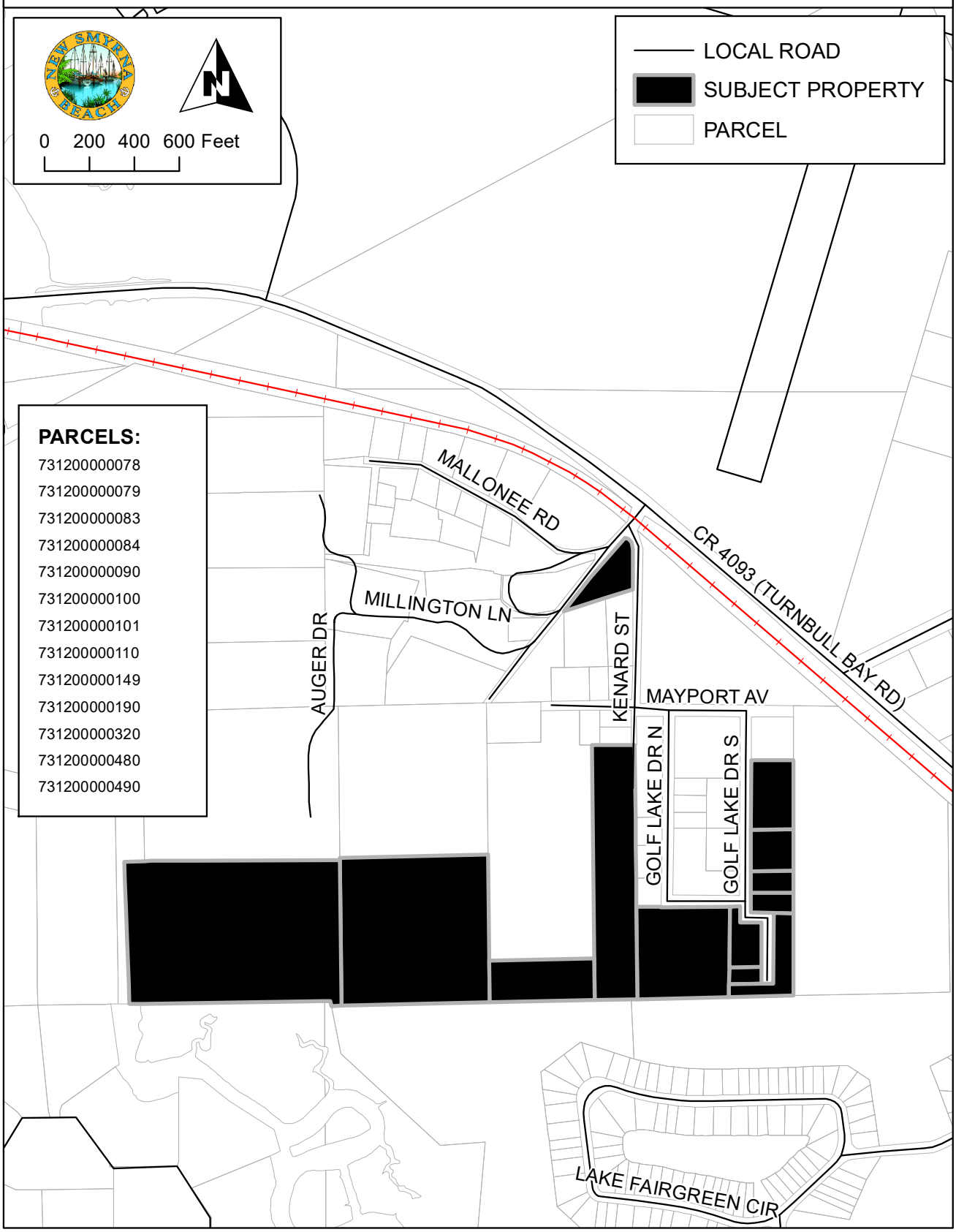
Strategic Plan Item:
No

Staff Report Created By: Brian Fields - Assistant City Manager

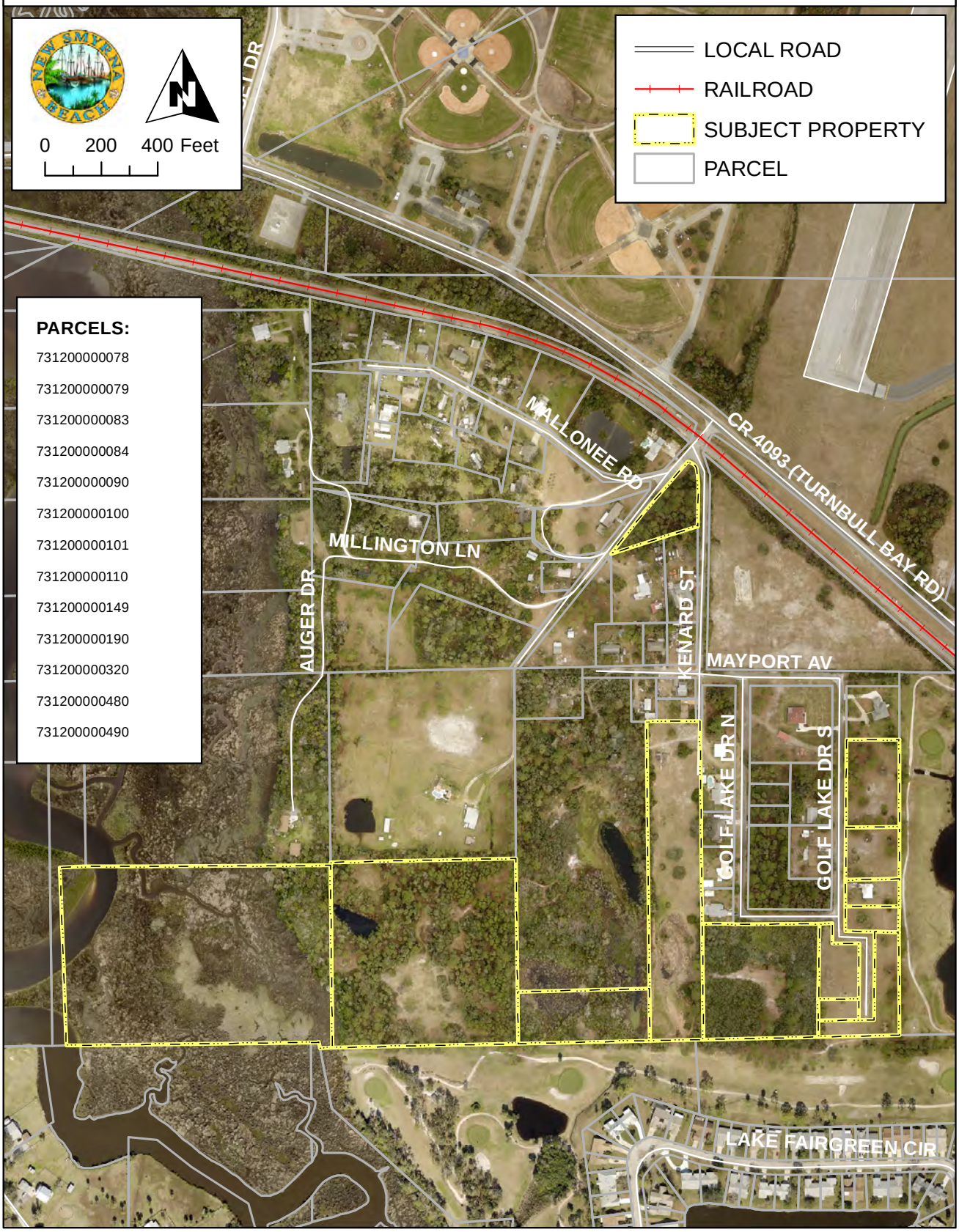
Attachments:

PUD-4-18 Exhibit A Location Map.pdf
PUD-4-18 Exhibit B Aerial Map.pdf
PUD-4-18 Exhibit C Existing FLU Map.pdf
PUD-4-18 Exhibit D Existing and Proposed Zoning Map.pdf
Ex. E - MDA REVISED HIDDEN LAKES 10-7-20.pdf
PUD-4-18 Exhibit F - CDP Large Scale REVISED 9.21.20 HIDDEN LAKES.pdf
PUD-4-18 Exhibit G - Signage Plan L-1 HIDDEN LAKES 9.1.20.pdf
PUD-4-18 Exhibit H - Buffer Plan L-2 HIDDEN LAKES 9.1.20.pdf
PUD-4-18 Exhibit I - Emergency Access Easement document - Hidden Lakes Golf Course.pdf
PUD-4-18 Exhibit J - Emergency Access Easement Exhibit - # 2 from 11-25-19 ltr.pdf
PUD-4-18 Exhibit K -Hidden Lakes PUD-Presentation 9.14.20.pdf
September 14, 2020 P&Z Board Minutes - not yet approved .pdf
Ord 106-20 Hidden Lakes Village PUD MDA.pdf

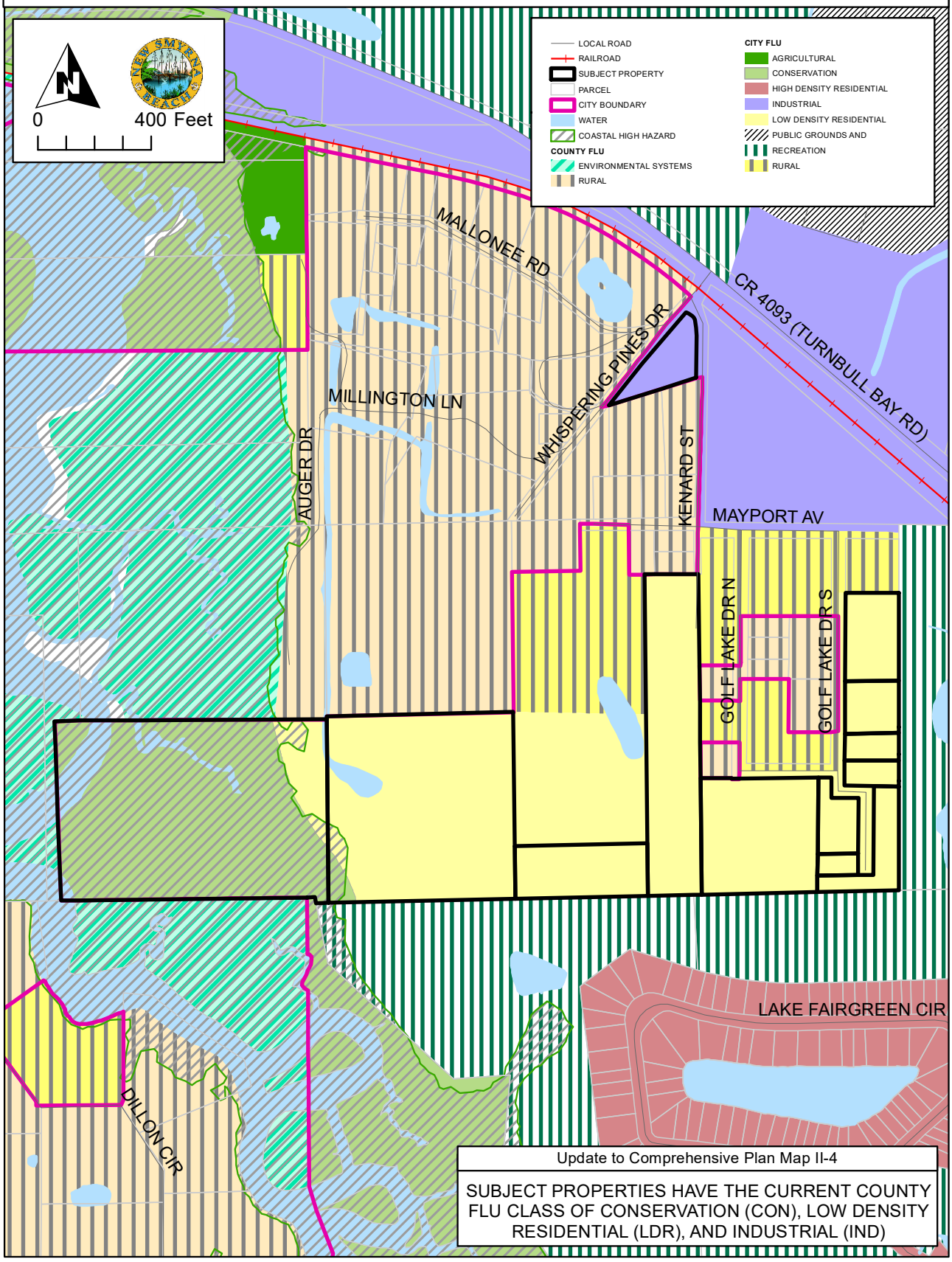
PUD-4-18: HIDDEN LAKES VILLAGE
LOCATION MAP



PUD-4-18: HIDDEN LAKES VILLAGE
AERIAL MAP



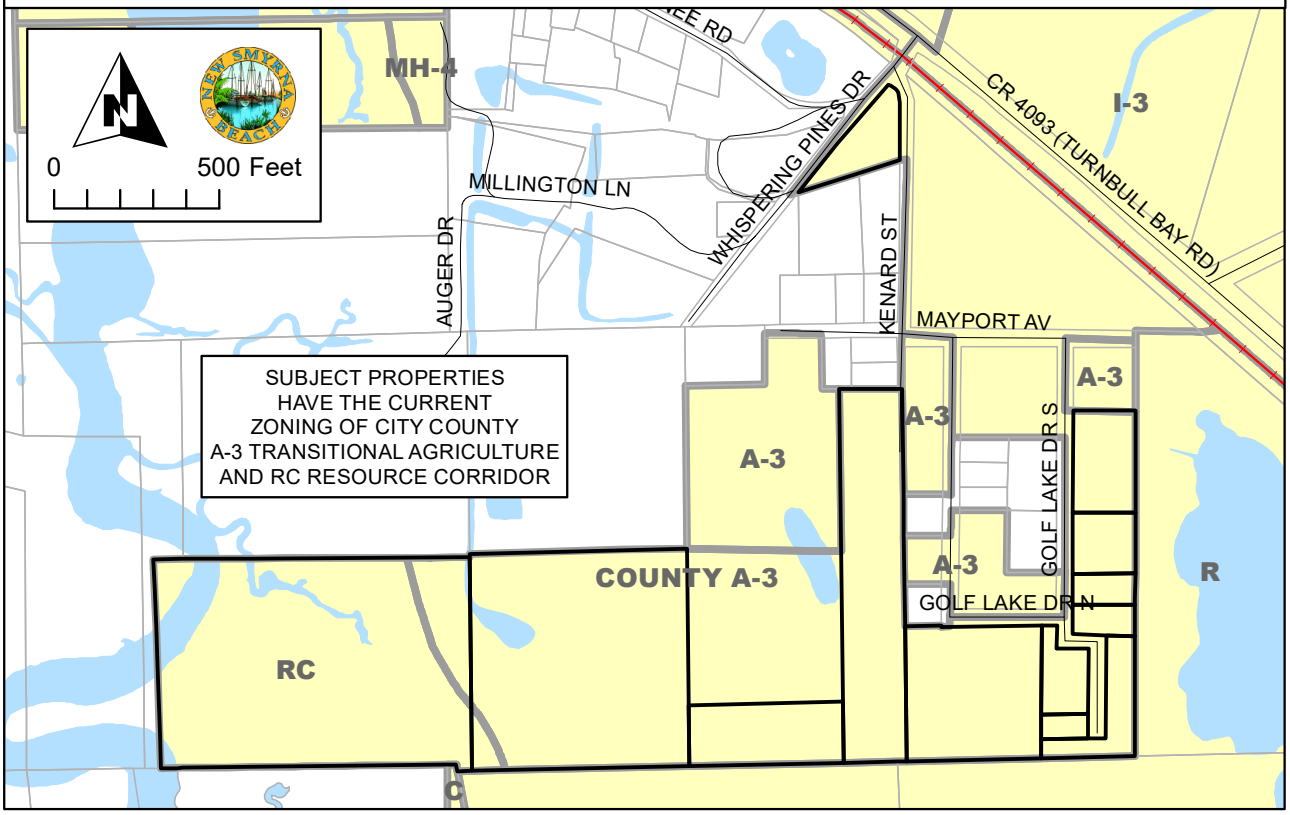
PUD-4-18: HIDDEN LAKES VILLAGE EXISTING FUTURE LAND USE



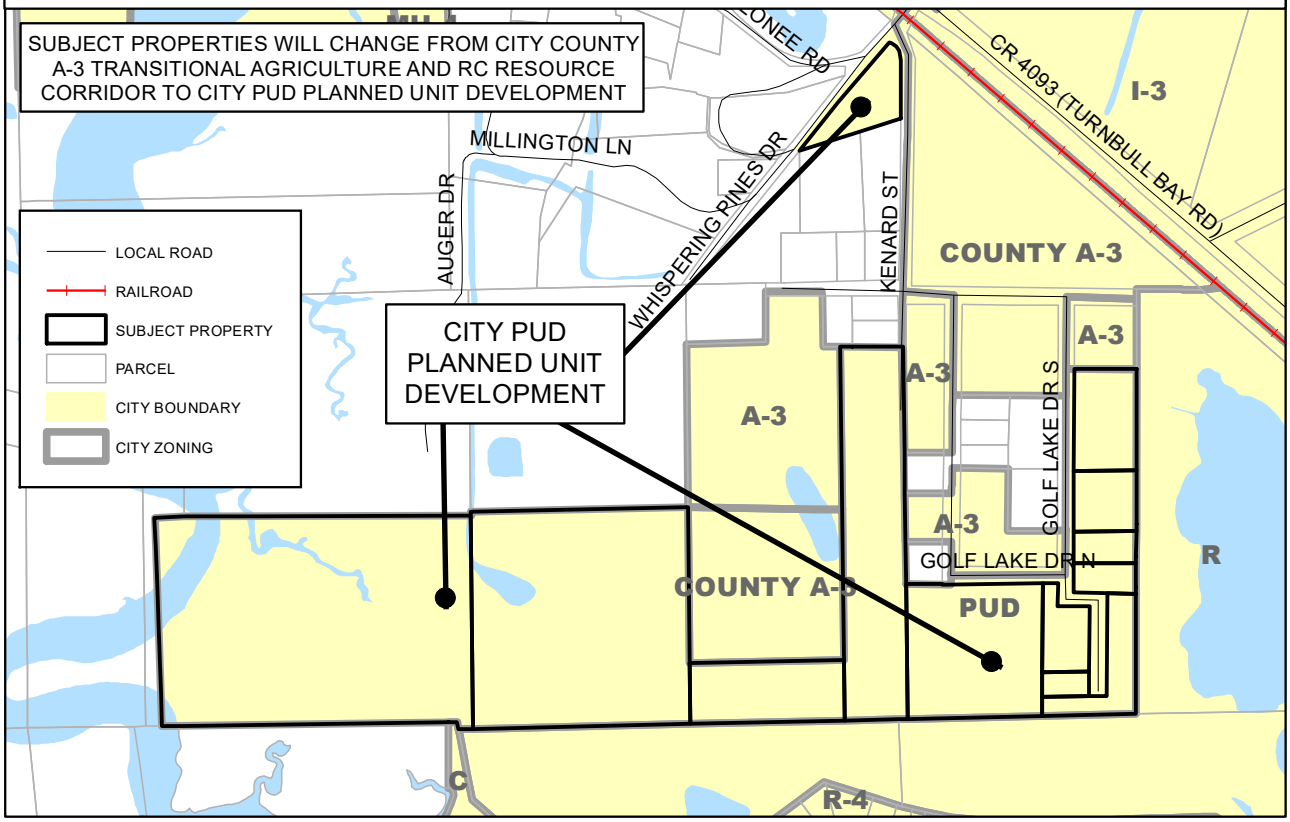
Update to Comprehensive Plan Map II-4

SUBJECT PROPERTIES HAVE THE CURRENT COUNTY FLU CLASS OF CONSERVATION (CON), LOW DENSITY RESIDENTIAL (LDR), AND INDUSTRIAL (IND)

PUD-4-18: HIDDEN LAKES VILLAGE EXISTING ZONING



PROPOSED ZONING



Document prepared by:
HLI Orlando, LLC
529 Versailles Drive, Suite 210
Maitland, Fl. 32751

Return recorded document to:
City of New Smyrna Beach Records Clerk
210 Sams Avenue
New Smyrna Beach, FL 32168

HIDDEN LAKES VILLAGE PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and **Hidden Lakes Village, LLC, GGHL, LLC and Richard and Sandra Landis,** the record title property owners ("Owners"), and **HLI Orlando, LLC** ("Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 41.2 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is currently under the sole ownership of the Owners, but is under contract for purchase by the Developer.

2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Legal Description, March 4, 2019, prepared by Daniel W. Cory Surveyor, LLC

Exhibit B: Concept Development Plan, September 21, 2020, prepared by Hahn & Hahn Team Inc.

Exhibit C: Architectural Elevations, March 31, 2020, prepared by HLI Orlando, LLC

Exhibit D: Signage Plan, September1, 2020, prepared by Christopher Boehmer, Landscape Architect

Exhibit E: Buffer Landscape Plan, September1, 2020, prepared by Christopher Boehmer, Landscape Architect

Exhibit F: Preliminary Plat ("N/A, to be provided as a future submittal")

Exhibit G: Kenard Street Right-Of-Way and Drainage Parcels

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "Hidden Lakes Village PUD".

B. The Property will be developed as a Planned Unit Development (PUD) pursuant to the City's Land Development Regulations (LDRs). Development shall be controlled by the LDRs and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDRs or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDRs or other City ordinance in effect at the time of development shall control.

C. Development of the Property shall be consistent with Exhibit B (Conceptual Development Plan)**.** Exhibit B generally depicts the planned layout of buildings, parking areas, driveways, common areas, and other planned features or improvements to the Property.

D. SITE DEVELOPMENT CRITERIA. The following development criteria shall apply to the Property:

(1) Minimum lot size: 4,400 sq. ft. (golf villa); 4,125 sq. ft. (duplex)

(2) Maximum building height: 35 ft.

(3) Minimum individual building size: 1,500 sq. ft.

(4) Minimum building separation: 10 ft.

(5) Setbacks (building): side 5'; front 20'; rear 20': street side setback10'

(6) FAR: golf villa (.48 FAR); duplex (.58 FAR)

(7) Maximum density: 5du/ac (132 max.unit cap per Comp Plan;

LDR acreage ± 29 ac.)

(8) Maximum (lot) building coverage: 50% (golf villa); 58% (duplex)

(9) Minimum (lot) open space: 30% (golf villa); 25% (duplex)

(10) Lots fronting on cul-de-sac: minimum 30' chord dimension at R/W (LDR Section X Subdivision requirements (1007.00 C. 9))

(11) Common open space (site): 58%

(12) Maximum impervious surface area (building pads & roads): 35%

(13) Natural vegetation: 30%

(14) Off-street parking (golf villas & duplexes): minimum 2 spaces/lot

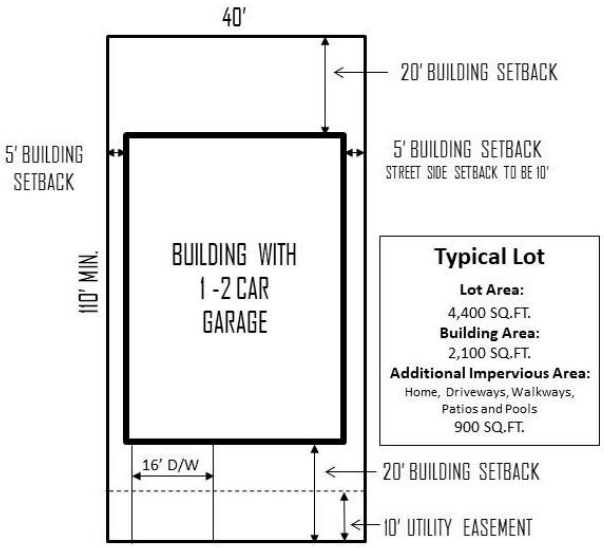
(15) Off-street parking area minimum interior landscaping: Non Applicable

(16) Minimum lot interior landscaping: 15%

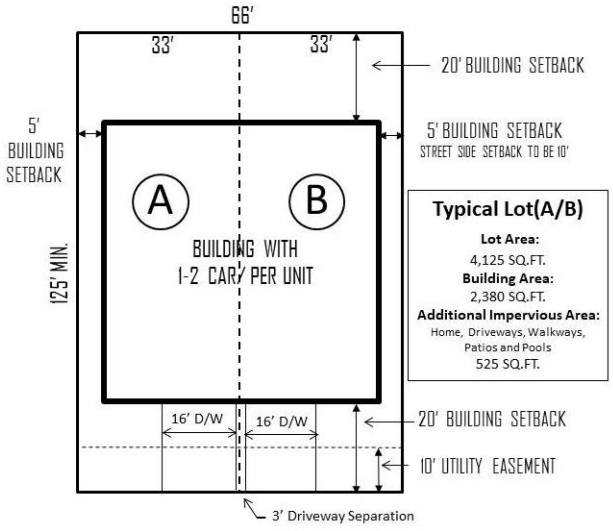
(17) Perimeter buffer widths: (1B) 337'x10', Lots 63-66; (2B) 527'x10', Lots 66-76; and (3B) 535'x10', Lots 1-13

(18) Wetland buffer: 25 ft.

55+ COMMUNITY



Typical Golf Villa Lot



Typical Duplex Lot

A. PHASING. Development may be phased depending upon the final product type and mix. Final phasing will be shown on the preliminary subdivision plan and final engineering plans. Construction and installation of all common areas and common facilities within each phase shall be completed or bonded prior to final plat approval or issuance of the first certificate of occupancy for that phase as provided in paragraph 7.C.

2. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDRs, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

3. PERMITTED USES.

The following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs where defined for such uses, except to the extent specifically provided otherwise herein: Active Adult Housing Community, consisting of two housing/lot types (golf villas and duplexes) as regulated and/or depicted in the MDA and CDP.

4. INFRASTRUCTURE.

A. Stormwater retention and drainage facilities. An on-site stormwater retention facility will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures.

B. Utilities and utility easements. All utilities will be installed underground and constructed to Utilities Commission, City of New Smyrna Beach standards. Any off-site utility upgrades will be coordinated with the Utilities Commission, City of New Smyrna Beach. Existing water lines along Kennard St. and South Golf Lake Dr. will be improved to provide required fire flows for the development.

C. Access easements and right-of-way. Access easements and right-of-way will be as depicted on the Concept Development Plan. During the Final Engineering phase, the intersection of Mallonee Rd., Whispering Pines Dr. and Kennard St. will be redesigned so as to provide safer and more efficient traffic flow. To accomplish such redesign, Kennard Street, at its intersection with Whispering Pines Road, will require realignment as illustrated in the Concept Development Plan (the "Redesigned Intersection"). In connection with such realignment, the Developer will cause Hidden Lakes Village, LLC ("Hidden Lakes") to either (i) dedicate to the City of New Smyrna Beach, at no cost or expense to it, the parcels of land, both currently owned by Hidden Lakes, that are required (a) for the right-of-way for the proposed realignment of Kennard Street and (b) for a retention pond and drainage easement, both as depicted on Exhibit "G" attached hereto (collectively, the "Right-of-Way and Drainage Parcels") in consideration of the City of New Smyrna Beach's vacation of the right-of-way of the abandoned Kennard Street (the "Abandoned Right-of-Way") to Hidden Lakes, or (ii) convey the Right-of-Way and Drainage Parcels to the Developer which, in turn, will convey/dedicate the same to the City of New Smyrna Beach, at no cost or expense to it, in consideration of the City of New Smyrna Beach's vacation of the Abandoned Right-of-Way to Hidden Lakes. Owner and Developer understand the vacation of any public right-of-way is subject to the procedural requirements of Section 305.03, LDR, and agree to abide by any applicable City code regulations in conjunction with such application. The dedication/conveyance of the Right-of-Way and Drainage Parcels to the City of New Smyrna Beach shall be completed in conjunction with the Final Engineering Plan approval process. The above described right of way and drainage parcels will be dedicated to the City prior to recordation of the record plat for the development and issuance of any building permits. Promptly following the dedication or conveyance of the Right-of-Way and Drainage Parcels to the City of New Smyrna Beach, the Developer shall apply for, and thereafter prosecute in accordance with this agreement, the vacation/abandonment of the Abandoned Right-of-Way. The Redesigned Intersection will be improved to City standards.

D. The right of way of South Golf Lake Dr. lying south of North Golf Lake Dr. will be vacated (with no guarantees of approval). This vacation will be completed prior to the recordation of the record plat for the development. An emergency access easement will be provided. This 20 ft. wide emergency fire and police access easement will commence at the southeast corner of the Hidden Lakes Village PUD, extending easterly to intersect with the existing golf course maintenance road/golf cart path and then follow southerly along the existing maintenance road to intersect with Lake Fairgreen Circle/Golf Club Drive. The 20 ft. easement will contain a 15 ft. stabilized roadway suitable to support fire equipment. This will be a permanent easement granted to the City of New Smyrna Beach and serve properties lying at the north end of the easement when the railroad crossing at Whispering Pines Drive becomes unusable and for use by police, fire, ambulance and other emergency vehicles of the City of New Smyrna Beach. This easement will be recorded prior to recordation of the record plat for the development.

E. The portion of North Golf Lake Drive that was constructed outside the dedicated Right of Way will be corrected during the Final Engineering design phase by either preparing a maintenance plat documenting the maintained location of the roadway or utilization of prescriptive rights.

F. The existing roadways Whispering Pines Drive, Kennard Street, and South Golf Lake Drive will be analyzed to determine if these roadways meet City standards. Any deficiencies will be addressed in the final engineering plans for City engineering review and approval and corrected during the first phase of construction. A northbound left turn lane on Turnbull Bay Rd. will be designed in accordance with Volusia County LDC standards and constructed in the first phase of construction.

7. PROPERTY OWNERS' ASSOCIATIONS AND COMMON AREA MAINTENANCE.

A. As used in this section, "common areas" and "common facilities" refer to all lands and all facilities that are intended to be set aside for common ownership, use, or benefit, whether or not identified as common areas on Exhibit B, such as conservation easements, retention ponds, subdivision entry walls and passive recreational areas.

B. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development, whichever is earlier, Developer will form and incorporate non-profit property owners' associations. The final plat shall include such language as the City may deem necessary to reflect the associations' responsibilities. The associations shall be responsible for operation, maintenance, and control of all common areas and common facilities, including signage, landscaping, dry and wet retention areas, recreational areas, community garden, golf cart paths, walking trails, and pedestrian walkways. Duplex units will be individually owned. Responsibility for exterior maintenance of the units will be addressed in the HOA and deed restriction documents. The associations shall have authority to establish and assess dues and fees upon its members in order to recoup the cost of maintenance, and the power to impose and enforce liens against those members who fail to pay such assessments. All persons purchasing property within the project shall be members of the property owners' associations. Developer may from time to time add additional covenants and restrictions or make changes in the associations' by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

C. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development or phase, whichever of each phase is earlier, Developer shall complete construction and installation of all common areas and common facilities within the development or phase; or, for those common facilities within a phase that may be susceptible to damage due to remaining construction, the City may allow postponement of this requirement subject to Developer's provision of adequate assurances that the work will be done. For example, the City may require Developer to post a bond sufficient to cover 120% of the cost of such facilities according to certified estimates. Any bond shall be in a form approved by the City Attorney.

8. ARCHITECTURAL AND DESIGN STANDARDS.

Exhibit C, Architectural Elevations for the proposed Duplexes and Golf Villas will comply with the City of New Smyrna Beach's newly enacted LDR Section 1200, Architectural Design Standards.

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDRs relating to architectural standards where they do not conflict with the provisions of this section.

B. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) All buildings and accessory structures shall generally be consistent with Exhibit C (Architectural Elevations).

(6) Through the LDR site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(7) No outside display or storage shall be permitted in the residential area.

(8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(9) The physical appearance of all parking lot lighting fixtures shall be consistent.

(10) No garage enclosures shall be permitted.

(11) No air conditioning units shall be allowed in the side yard setback of any unit.

(12) On street guest parking shall be permitted on only one side of the street.

9. ENVIRONMENTAL CONSIDERATIONS.

Development of the Property shall comply with the LDR tree preservation requirements. Developer shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

Developer shall comply with all rules, statutes, and regulations pertaining to wetlands preservation and mitigation.

Burning shall not be used to clear land. After clearing, appropriate measures shall be taken by the Developer to retain prevent excessive dust or windblown sand from impacting neighboring properties, and to retain such onsite. Construction Site Management Standards will comply with Ordinance No. 60-19.

Perpetual conservation easements will be dedicated to the St. Johns River Water Management District on retained on-site wetlands and buffers for the purpose of wetland mitigation. **Any changes to this easement will be reviewed and approved by the City of New Smyrna Beach.**

10. SIGNAGE.

Exhibit D, Signage Plan will comply with the City of New Smyrna Beach LDR Sign Standards.

11. DECLARATION OF RESTRICTIVE COVENANT AS TO USE.

Declarant is the fee owner of the real property, located in the City of New Smyrna Beach, Florida, which legal description is attached hereto as Exhibit "A" (the "Property");

It is the intent of the Declarant to place a restrictive covenant as to the Property for the benefit of the present or subsequent owners of the Property and the School District of Volusia County (the "District"); and

It is the intent of the Declarant for the Property to be operated as Housing for Older Persons, in compliance with the terms and provisions of the Federal Fair Housing Amendments Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1995, 42 U.S.C. §3607, as well as the Florida Fair Housing Act, §760.29, Florida Statutes."

The Declarant does hereby declare that each and every residential parcel of the Property is hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any lease or deed of conveyance hereafter made, and one of the express conditions thereof, and that said restrictions and limitations are intended to be, and shall be taken as covenants that run with the land, and shall be as follows:

DEFINITIONS

"Owner" shall mean and refer to one or more persons or entities who hold the record title to the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

"Property" shall mean and refer to the real residentialproperty described in Exhibit "A" attached hereto.

"Community" refers to HIDDEN LAKES VILLAGE PUD - 55+ COMMUNITY

Unit Owner" shall mean the owner of a residential lot located on the Property.

"Older Persons" shall mean persons 55 years of age and older, as further defined in Section 760.29(4)(b)(3), Fla. Stat.

The Owner, whether Declarant or its successor or assigns, shall comply with the restrictive covenant set forth herein.

Prohibition Against Minors. In no event shall any person under the age of eighteen (18) years reside within any dwelling unit located on the Property as a permanent resident.

Duration. The restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Owner, the Unit Owners, and the District, for a period of thirty (30) years from the date of execution. Declarant or its assigns may elect to tenninate the restrictive covenant by providing written notice to the District of the intent to terminate. Upon termination, Declarant or its assigns shall pay to the District school impact fees calculated based on the rates as of the date of termination. Failure of the Declarant or its assigns to pay said school impact fees shall be handled in the same manner as a violation or failure to comply with the restrictive covenant pursuant to Section 3.2, herein.

Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Owners, Unit Owners, City of New Smyrna Beach, or the District, against any person or persons violating or attempting to violate or circumvent these restrictions, either to restrain violation or to recover damages, and against the land. Failure by the Owner, Unit Owners, or the Volusia County School District to enforce such restrictions herein contained for any period ohime shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of restricting residency to permanent residents over eighteen (18) years of age.

Designation. The community is designated and marketed as a 55+ community.

12. VARIANCES REQUESTED/GRANTED.

A. The Developer is requesting the following variences: N/A

B. The Planning and Zoning Board has granted the following variances for this development:: N/A

C. The City Commision has granted the following variances for this development: N/A

13. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

B. Application shall be submitted for all construction permits for the development, or for the first phase of a phased development, within 12 months of the approval of this Agreement by the City Commission. The filing of an appeal of the land development order by any person shall toll the time for permitting until final resolution of the appeal. If development is phased, application for construction permits for subsequent phases shall be submitted within 24 months from the date of initial approval.

C. Construction of Phase 1 shall be substantially complete within 3 years of the approval of this Agreement. Construction of all other phases must be substantially complete within 5 years of the initial approval of this Agreement.

D. Two 12-months extensions of the scheduled application or completion dates may be permitted as a minor modification to this Agreement.

E. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

14. MINOR MODIFICATIONS

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Unit Development approval process;

(2) Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:

a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;

b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;

d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;

e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 10%;

b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;

c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and

d) Modifications that would unduly impact public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the a greement.

D. Approved modifications shall be noted on the official plan documents.

15. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

B. In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to this Agreement, agree as follows:

(1) The property owners' associations established pursuant to Section 7 above shall be authorized to represent and execute amendments to the Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.

(2) If the property owners' associations fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this Agreement or applicable law.

(3) For purposes of this section, a lot is "directly impacted" by an amendment to this Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.

C. No property owner other than one who actually executes an amendment shall be deemed to have waived his or her right to challenge a proposed or executed amendment in the same manner that an affected property owner may challenge zoning or related lot specific changes for property which is not subject to a planned development agreement. Such challenges include: (i) objections to a proposed amendment before the City Planning and Zoning Board or City Commission, (ii) seeking certiorari review or injunctive action in relation to the adoption of such amendment as provided by law, or (iii) consistency challenges as provided for in Section 163.3215, Fla. Stat., or any successor provision.

16. VARIANCES.

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to the property owners associations representing all property owners within the planned development. No

such variance shall be deemed to require formal amendment to this Agreement.

17. MAINTENANCE OF DEVELOPMENT STANDARDS.

All development within the Property, whether privately owned or common area, shall continue to be bound by the standards set forth in this Agreement and any approved modifications or amendments, and applicable LDRs, and shall be maintained in compliance with the requirements. This requirement shall be subject to enforcement by the Code Enforcement Board or Special Magistrate, with all remedies as provided in Ch. 162, Florida Statutes.

18. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

19. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

20. VENUE AND SEVERABILITY.

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[Signature pages following]

Signed, sealed and delivered in the presence of:

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

By: _____
, Mayor

_____
Witness 1

_____
Print Name of Witness 1

Attest:

By: _____
, City Clerk

_____
Witness 2

_____
Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by _____ and _____, Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

[OWNER]

_____
Witness 1

_____
Print Name of Witness 1

By:_____
Name:
Title:

Date: _____

_____
Witness 2

_____
Print Name of Witness 2

[Corporate Seal]

Signed, sealed and delivered in the presence of:

[OWNER]

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Name:
Title:
Date:

_____
Witness 2

_____
Print Name of Witness 2

[Corporate Seal]

Signed, sealed and delivered in the presence of:

[DEVELOPER, IF DIFFERENT FROM OWNER]

_____
Witness 1

_____
Print Name of Witness 1

By:_____
Name:
Title:

Date: _____

_____
Witness 2

_____
Print Name of Witness 2

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this day of_____, 2019, by_____as_____of_____, referred to in this agreement as "Owner." He or she is [_] personally known to me or [_] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

STATE OF _____ COUNTY OF __

The foregoing instrument was acknowledged before me this day of_____, 2019, by_____as_____of_____, referred to in this agreement as "Developer". He/she is personally known to me and did not take an oath.

_____
Notary Public
Commission No: _____

Approved as to legal form:

_____
By: Carrie Avallone, City Attorney

[Exhibit pages attached:]

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Concept Development Plan

EXHIBIT C

Architectural Elevations

EXHIBIT D

Signage Plan

EXHIBIT E

Buffer Landscape Plan

EXHIBIT F

Preliminary Plat
(N/A, to be provided as a future submittal)

EXHIBIT G
Kenard Street Right-Of-Way and Drainage Parcels

EXHIBIT A
LEGAL DESCRIPTION (PARCELS 1-8)

Parcel 1

The Southerly 188.16 feet of the Northerly 738.16 feet of the Easterly 208.30 feet of the Westerly 723.30 feet of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 2

The Southerly 92.84 feet of the Northerly 921.00 feet of the Easterly 208.30 feet of the Westerly 723.30 feet of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 3

The East 45 feet of the West 465 feet of the North 71 feet of the South 420 feet of the Southwest 1/4 of the Northeast 1/4 and the North 199 feet of the South 349 feet of the East 150 feet of the West 570 feet of the Southwest 1/4 of the Northeast 1/4, all in Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 4

The South 75 feet of the East 303.3 feet of the West 723.3 feet of the Southwest 1/4 of the Northeast 1/4 and the South 399.0 feet of the East 103.3 feet of the West 723.3 feet of the Southwest 1/4 of the Northeast 1/4, all in Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 5

Part of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida, described as follows: Commence at the Northwest corner said Southwest 1/4 of the Northeast 1/4; thence South 89° 12' East along the North line of said Southwest 1/4 of the Northeast 1/4, 515 feet; thence South 0° 50' West, 738.16 feet for the Place of Beginning; thence North 89° 22' 30" East, 208.3 feet; thence South 1° 34' 30" West, 90.04 feet; thence South 89° 22' 30" West, 207.13 feet, thence North 0° 50' East, 90 feet to the Place of Beginning.

Parcel 6

The Southerly 308.00 feet of the Northerly 550.00 feet of the Easterly 208.30 feet of the Westerly 723.30 feet of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 7

The South 420 feet of the West 420 feet thereof, in the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 8

A portion of the Southwest 1/4 of the Northwest 1/4, Section 12, Township 17 South, Range 33 East, Volusia County, Florida, described as follows: Commence at the Southwest corner of said Southwest 1/4 of the Northwest 1/4; thence North 89° 26' 58" East, along the South line of said Southwest 1/4 of the Northwest 1/4 as monumented by Upham, Inc., a distance of 433.09 feet for the Point of Beginning; thence North 00° 10' 00" East, a distance of 653.45 feet; thence North 89° 30' 35" East, a distance of 79.26 feet; thence North 89° 44' 04" East, a distance of 788.78 feet to the East line of said Southwest 1/4 of the Northwest 1/4 as long monumented and occupied; thence South 01° 14' 56" West, along said East line of the Southwest 1/4 of the Northwest 1/4 as long monumented and occupied, a distance of 649.71 feet to said South line of the Southwest 1/4 of the Northwest 1/4 as monumented by Upham, Inc.; thence South 89° 26' 58" West, along said South line of the Southwest 1/4 of the Northwest 1/4 as monumented by Upham, Inc., a distance of 855.81 feet to the Point of Beginning.

EXHIBIT A
LEGAL DESCRIPTION (PARCELS 9, 10, 12, 13, 14)

Parcel 9

The Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida, together with a 18 foot non-exclusive easement for ingress and egress over and across the Easterly 18 feet of the Northwest **1/4** of the Southeast 1/4 of the Northwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 10

The East 191 feet of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida, except the North 180 feet, together with a non-exclusive easement for road over the East 25 feet of the North 180 feet of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 12

Part of the Northeast 1/4 of Northwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida, being more particularly described as follows:

Begin on th ast line of said Northeast 1/4 of the Northwest 1/4 of Section 12 at a point in which is 491 feet North of the Southeast corner of said Northeast 1/4 of the Northwest 1/4 of Section 12; thence South 74° 27' 40" West a distance of 323.17 feet; thence North 0° 49' 08" East, a distance of 60.00 feet; thence South 89° 33' 54" West, a distance of 22.19 feet; thence North 36° 52' 40" East, a distance of 234.95 feet; thence North 75° 51' 19" East, a distance of 34.09 feet; thence North 42° 04' 14" East, a distance of 171.06 feet to the West right of way of the Florida East Coast Railroad a 100 feet right of way; thence South 48° 56' 24" East along said West right of way, a distance of 63.16 feet to the East line of said Northeast 1/4 of the Northwest 1/4; thence South 0° 48' 30 West along said East line a distance of 255.05 feet to the Point of Beginning, less road right of way.

Also less:

That certain property more particularly described as follows: Commence on the East line of said Northeast 1/4 of the Northwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia Country, Florida, at a point which is 491 feet North of the Southeast corner of said Northeast 1/4 of the Northwest 1/4 of Section 12; thence South 73° 39' 00" West, a distance of 323.20 feet; thence North 60.00 feet; thence West 21.55 feet for the Point of Beginning of said overlap; thence continue West 0.25 feet; thence North 36° 04' 00" East, a distance of 234.36 feet; thence North 75° 02' 29" East, a distance of 1.98 feet; thence South 36° 19' 09 West, a distance of 234.75 feet to the Point of Beginning.

Parcel 13

The East 150 feet of the West 570 feet of the North 75 feet of the South 150 feet of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 14

The South 2.0 acres of the East 1/2 of the Southeast 1/4 of the Northwest 1/4, except the East 191 feet thereof, of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

And also- That portion of South Golf Lake Dr. lying south of North Golf Lake Dr.

(See graphic illustration for that portion of South Golf Lake Dr. lying south of North Golf Lake Dr. on page 21)

Exhibit showing portion of South Golf Lake Drive Right of Way to be included in the Master Development Agreement for Hidden Lakes Village

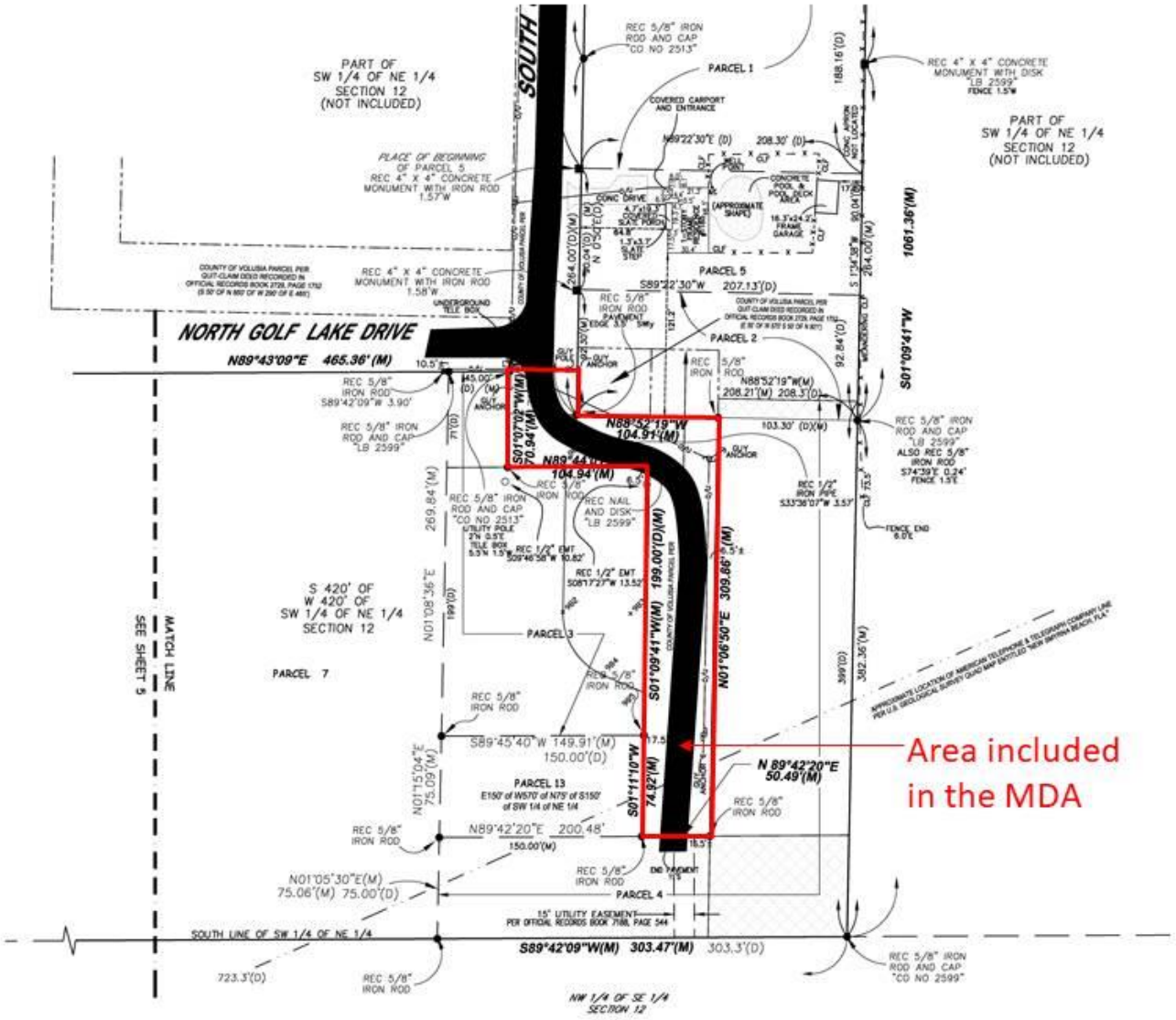


EXHIBIT B
CONCEPT DEVELOPMENT PLAN

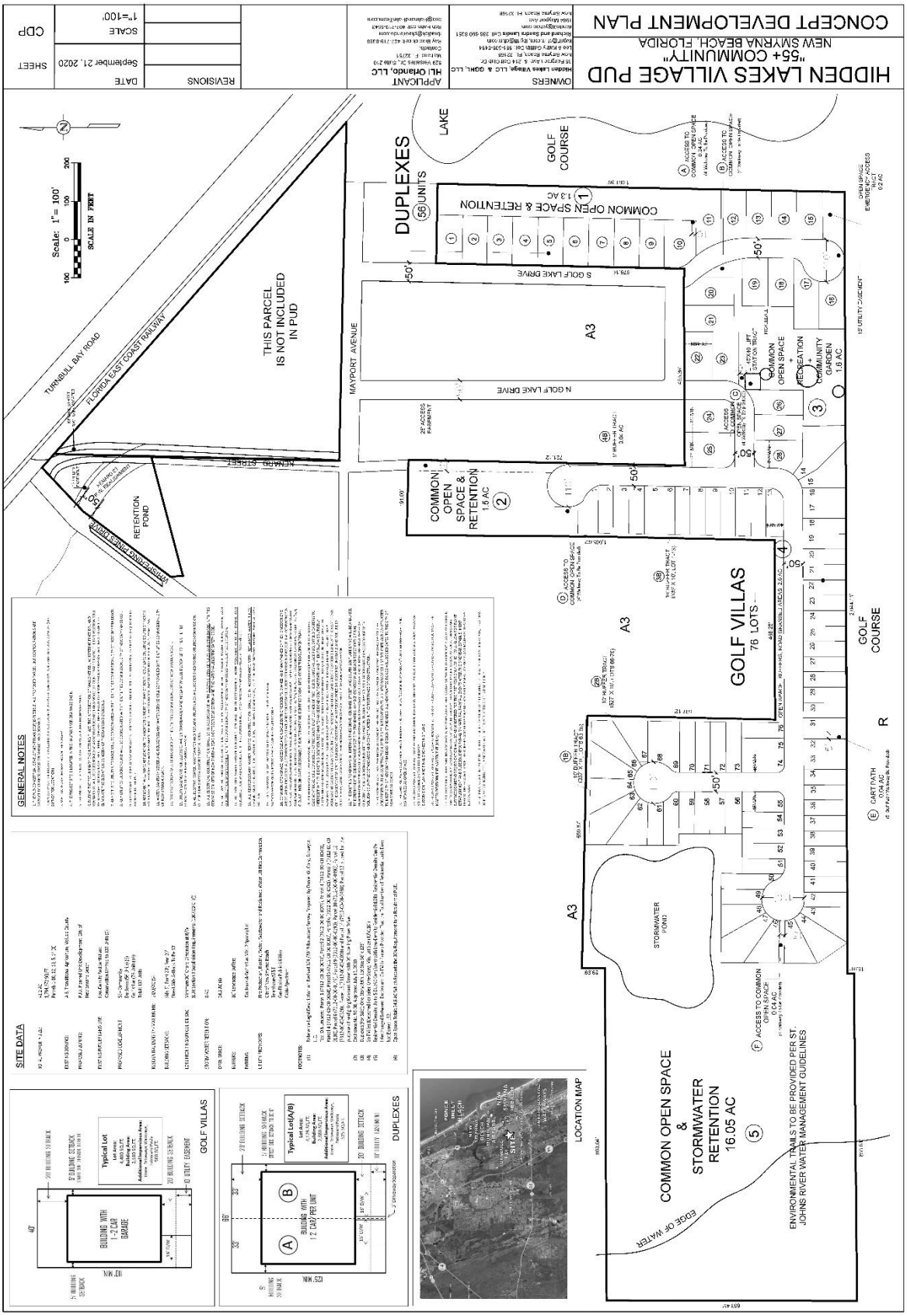


EXHIBIT C
ARCHITECTURAL ELEVATIONS



GOLF VILLAS



DUPLEXES

EXHIBIT D
SIGNAGE PLAN

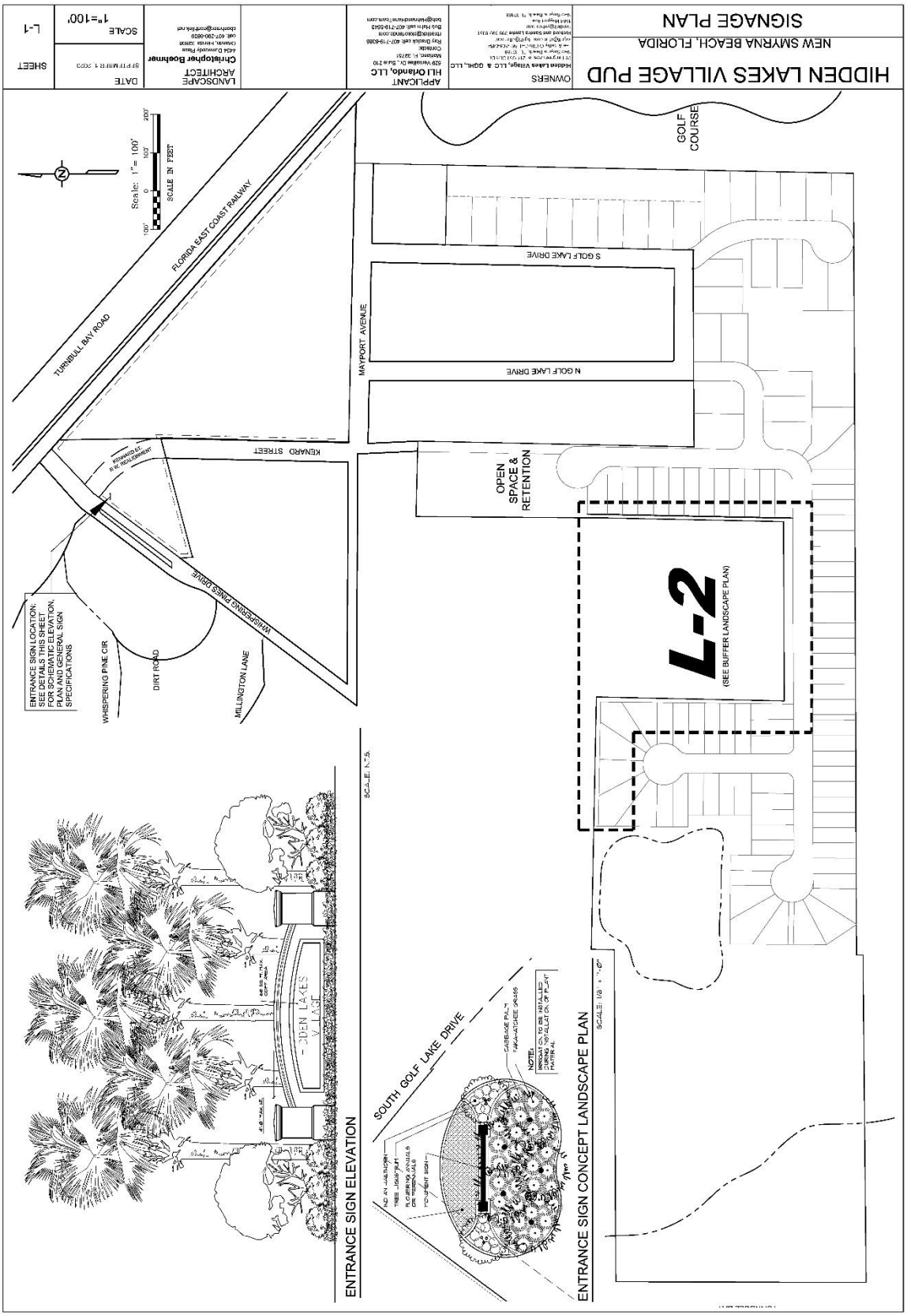


EXHIBIT E
BUFFER LANDSCAPE PLAN

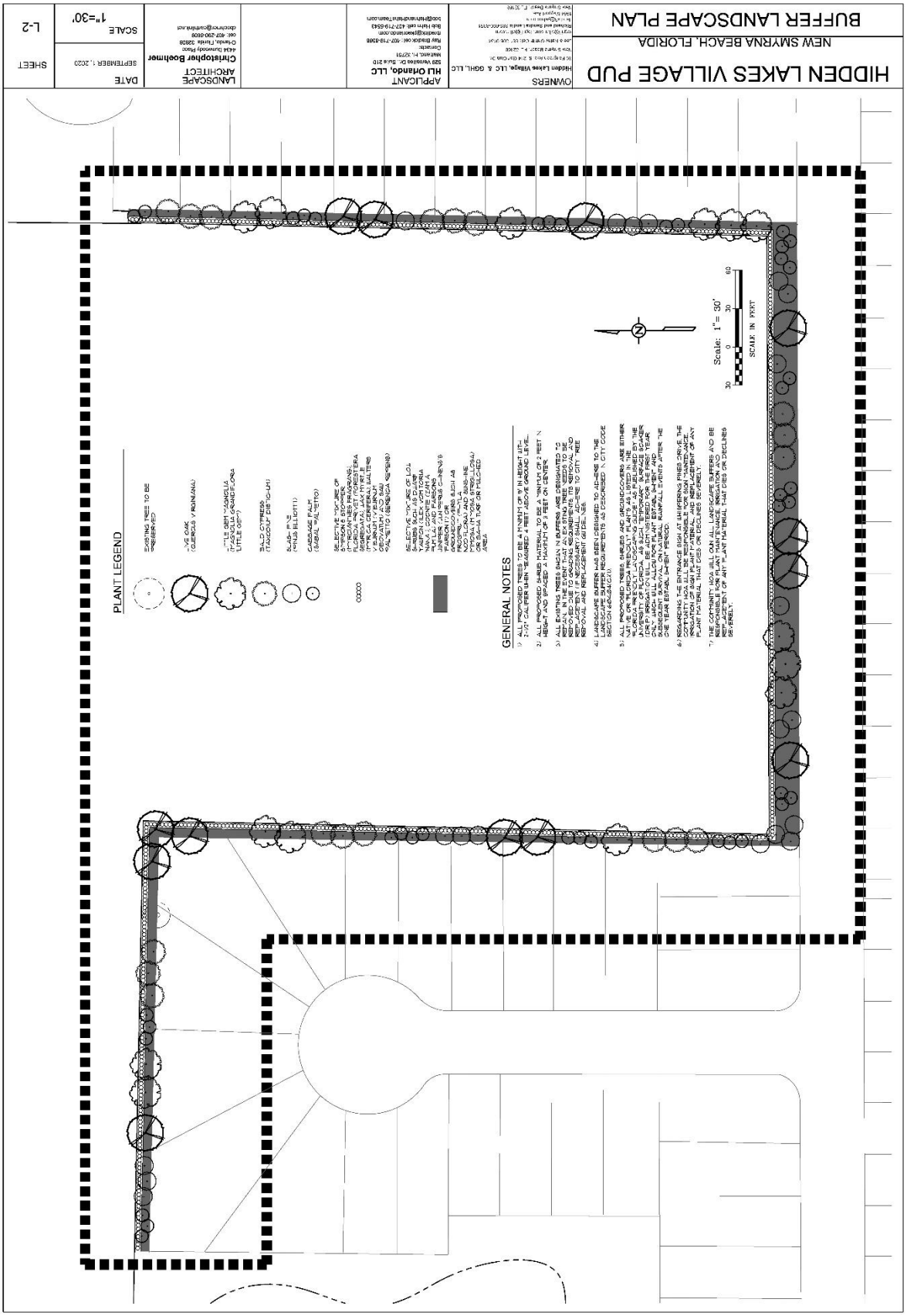
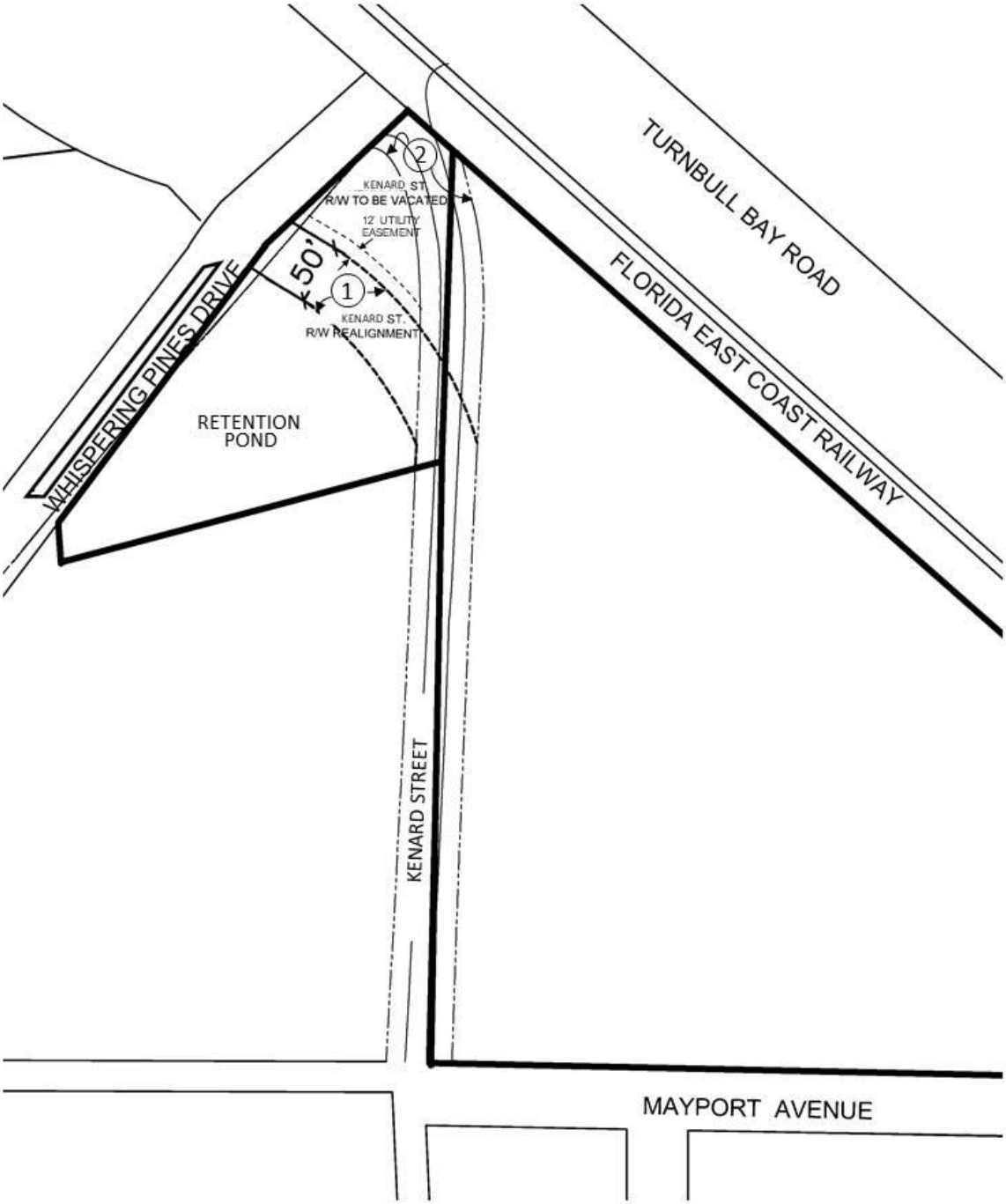
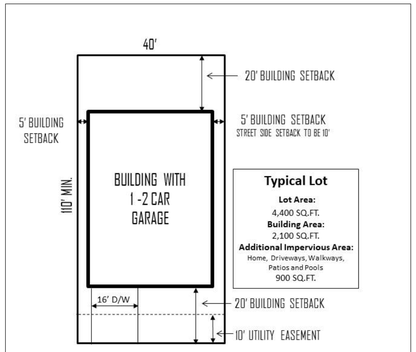


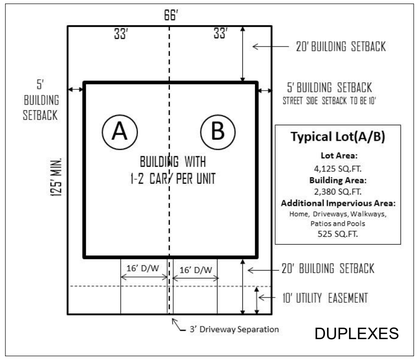
EXHIBIT F
PRELIMINARY PLAT ("N/A, TO BE PROVIDED AS A FUTURE SUBMITTAL")

EXHIBIT G
KENARD STREET RIGHT-OF-WAY AND DRAINAGE PARCELS

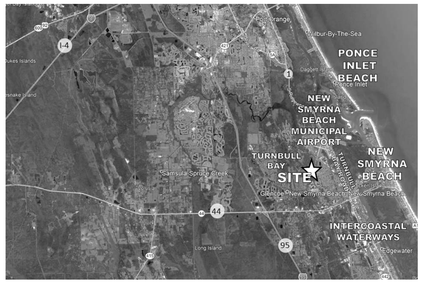




GOLF VILLAS



DUPLEXES



LOCATION MAP

SITE DATA

TOTAL PROPERTY SIZE:	41.2 AC 1,794,672 SQ.FT. Parcels 1-10, 12, 13, & 14 (1)
EXISTING ZONING:	A-3, Transitional Agriculture, Volusia County
PROPOSED ZONING:	PUD, Planned Unit Development, City of New Smyrna Beach
EXISTING FUTURE LAND USE:	Low-Density Residential and Conservation Limited to 132 Units (2)
PROPOSED DEVELOPMENT:	55+ Community Duplexes (56 Units) (3) Golf Villas (76 Units) (4) Total: 132 Units
RESIDENTIAL DENSITY (MAXIMUM):	5 DU/AC (5)
BUILDING SETBACKS:	Side 5'; Front 20'; Rear 20' Street Side Setback To Be 10'
LOTS FRONTING ON CUL-DE-SAC:	Minimum 30' Chord Dimension at R/W (LDR Section X Subdivision Requirements (1007.00 C. 9))
STORM WATER RETENTION:	8 AC
OPEN SPACE:	24.5 AC (6)
BUFFERS:	10' Landscape Buffers
PARKING:	Duplexes & Golf Villas Min. 2 Spaces/Lot
UTILITY PROVIDERS:	Fire Protection, Electric, Water, Wastewater and Reclaimed Water-Utilities Commission, City of New Smyrna Beach Telephone-AT&T Gas-Florida Public Utilities Cable-Spectrum

FOOTNOTES:

(1) Reference Legal Description on Revised 3/4 /2019 Boundary Survey Prepared by Daniel W. Cory, Surveyor, LLC.
Tax ID Numbers: Parcel 1 (7312-00-00-0078), Parcel 2 (7312-00-00-0079), Parcel 3 (7312-00-00-0083), Parcel 4 (7312-00-00-0084), Parcel 5 (7312-00-00-0100), Parcel 6 (7312-00-00-0101), Parcel 7 (7312-00-00-0110), Parcel 8 (7312-00-00-0149), Parcel 9 (7312-00-00-0190), Parcel 10 (7312-00-00-0490), Parcel 12 (7312-00-00-0320), Parcel 13 (7312-00-00-0090) and Parcel 14 (7312-00-00-0480). Parcel 12 is used for the purpose of realigning Kennard Street with Whispering Pines Drive.
(2) Ordinance No. 59-08, Approved July 19, 2010.
(3) Duplexes (For Sale); One-Story; Min. Lot Size 66' x 125'
(4) Golf Villas (Detached For Sale); One-Story; Min. Lot Size (40'x110')
(5) Residential Density Up to 5 DU/AC Consistent with Low-Density Residential (LDR). Residential Density Can Be Interchanged Between Duplex and Golf Villa Parcels Provided That the Total Number of Residential Units Does Not Exceed 132.
(6) Open Space Totals 24.5 AC Which Exceeds the 30% Requirement for a Residential PUD.

GENERAL NOTES

1. THE PUD CONCEPTUAL DEVELOPMENT PLAN (CDP) IS FLEXIBLE. ALL PROPOSED PARCEL LINE CONFIGURATIONS ARE SUBJECT TO CHANGE BASED ON MARKET AND DEMAND.

2. MAJORITY OF THE PROPERTY IS LOCATED IN FLOOD ZONE X. AREAS BELOW ELEVATION 5 ARE IN FLOOD ZONE AE (SEE SURVEY FOR LOCATION).

3. WETLANDS ARE DELINEATED ON THE SURVEY.

4. THE PROJECT SITE IS LOCATED IN THE HALIFAX RIVER DRAINAGE BASIN

5. THE PROJECT SITE IS NOT LOCATED IN AN AQUIFER RECHARGE AREA.

6. DURING THE PRELIMINARY ENGINEERING PHASE, THE INTERSECTION OF MALLONEE RD., WHISPERING PINES DR., AND KENNARD ST. WILL BE REDESIGNED SO AS TO PROVIDE SAFER AND MORE EFFICIENT TRAFFIC FLOW. THE INTERSECTION WILL BE IMPROVED TO ELIMINATE THE CURRENT OFFSETS. THE ELEVATION OF WHISPERING PINES DR. WILL BE ADJUSTED TO ELIMINATE THE ELEVATION CONCERN OF THE RAILROAD CROSSING.

7. ANY OFF-SITE UTILITY UPGRADES WILL BE COORDINATED WITH THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH.

8. ANY UTILITIES UNDERGROUND WILL BE COORDINATED WITH THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH.

9. EXISTING WATER LINES ALONG KENNARD ST. AND SOUTH GOLF LAKE DR. WILL BE IMPROVED TO PROVIDE REQUIRED FIRE FLOWS FOR THE PUD.

10. APPLICANT WILL MAKE APPLICATION TO VACATE THE RIGHT OF WAY OF SOUTH GOLF LAKE DR. LYING SOUTH OF NORTH GOLF LAKE DR. THE RIGHT OF WAY HAS BEEN DEEDED TO THE CITY BY VOLUSIA COUNTY BY OR BOOK 7928, PAGE 1255.

11. WATER, SANITARY SEWER AND REUSE/RECLAIM WATER SERVICE WILL BE PROVIDED BY THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH.

12. FIRE PROTECTION WILL BE PROVIDED BY THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH.

13. UTILITY EASEMENTS FOR ELECTRIC, WATER, WASTEWATER AND RECLAIM WILL BE DEDICATED TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH.

14. ALL ELECTRIC, WATER, WASTEWATER AND RECLAIM UTILITY LINES WILL BE DESIGNED TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH SPECIFICATIONS.

15. ALL ELECTRICAL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ELECTRIC SERVICE RULES AND STANDARDS, UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH-OCTOBER 2010 EDITION AND THE NATIONAL ELECTRIC SAFETY CODE.

16. ALL WATER SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH POTABLE WATER RULES, DESIGN AND CONSTRUCTION SPECIFICATIONS, UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH-- AUGUST 2015 EDITION.

17. ALL SANITARY SEWER SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH WASTEWATER RULES, DESIGN AND CONSTRUCTION SPECIFICATIONS, UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH-AUGUST 2015 Edition.

18. ALL REUSE/RECLAIM WATER SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH RECLAIMED WATER RULES, DESIGN AND CONSTRUCTION SPECIFICATIONS, UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH-- AUGUST 2015 EDITION.

19. THE STORMWATER SYSTEM WILL BE DESIGNED TO MEET THE CITY OF NEW SMYRNA BEACH AND SJRWMD SPECIFICATIONS AS APPLICABLE.

20. COMMON OPEN SPACE, ACCESSIBLE AND USABLE BY THE RESIDENTS, OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION INCLUDES: ALL COMMON OPEN SPACE AND STORMWATER RETENTION AREAS NUMBERED 1-4; COMMON OPEN SPACE AND STORMWATER RETENTION AREA NUMBER 5 WILL HAVE ENVIRONMENTAL TRAILS PROVIDED PER ST. JOHNS RIVER WATER MANAGEMENT DISTRICTGUIDELINES; 15 FT. GOLF CART PATH (LABELLED "E"); AND ACCESS TO COMMON OPEN SPACE (LABELLED "A, B, C,D, & F" INCLUDING 4 FT. SIDEWALKS). THIS INFORMATION IS IDENTIFIED ON EXHIBIT B--CONCEPT DEVELOPMENT PLAN.

21. AN EMERGENCY ACCESS EASEMENT WILL BE PROVIDED. THIS 20 FT. WIDE EMERGENCY FIRE AND POLICE ACCESS EASEMENT ROAD WILL COMMENCE AT THE SOUTHEAST CORNER OF THE HIDDEN LAKES VILLAGE PUD, EXTEND EASTERLY TO INTERSECT WITH THE EXISTING GOLF COURSE MAINTENANCE ROAD/GOLF CART PATH AND THEN FOLLOW SOUTHERLY ALONG THE EXISTING MAINTENANCE ROAD TO INTERSECT WITH LAKE FAIRGREEN CIRCLE/GOLF CLUB DRIVE. THE 20 FT. EASEMENT WILL CONTAIN A 15 FT. STABILIZED ROADWAY SUITABLE TO SUPPORT FIRE EQUIPMENT. THIS WILL BE A PERMANENT EASEMENT GRANTED TO THE CITY OF NEW SMYRNA BEACH AND SERVE PROPERTIES LYING AT THE NORTH END OF THE EASEMENT WHEN THE RAILROAD CROSSING AT WHISPERING PINES DR. BECOMES UNUSABLE AND FOR USE BY POLICE, FIRE, AMBULANCE AND OTHER EMERGENCY VEHICLES OF THE CITY OF NEW SMYRNA BEACH.

22. THE EXISTING ROADWAYS WHISPERING PINES DRIVE, KENNARD STREET, AND SOUTH GOLF LAKE DRIVE WILL BE ANALYZED TO DETERMINE IF THESE ROADWAYS MEET CITY STANDARDS. ANY DEFICIENCIES WILL BE ADDRESSED IN THE FINAL ENGINEERING PLANS FOR CITY ENGINEERING REVIEW AND APPROVAL AND CORRECTED DURING THE FIRST PHASE OF CONSTRUCTION. A NORTHBOUND LEFT TURN LANE ON TURNBULL BAY RD. WILL BE DESIGNED IN ACCORDANCE WITH VOLUSIA COUNTY LDC STANDARDS AND CONSTRUCTED IN THE FIRST PHASE OF CONSTRUCTION.

23. EXISTING ROADS THAT ARE BEING UTILIZED BY THE PROJECT WILL BE INSPECTED AND ANY DEFICIENCIES WILL BE ADDRESSED DURING CONSTRUCTION OF THE SITE IMPROVEMENTS. ALL NEW ROADS WILL BE DESIGNED AND CONSTRUCTED TO MEET CITY OF NEW SMYRNA BEACH DESIGN STANDARDS. ALL NEW PLATTED ROADS WILL BE DEDICATED TO THE CITY OF NEW SMYRNA BEACH.

24. THE AFRICAN-AMERICAN CEMETERY (IDENTIFIED ON THE CDP AS "COMMUNITY GARDEN") WILL BE PRESERVED AND MAINTAINED AS OPEN SPACE.

25. HIDDEN LAKES VILLAGE PUD MAY BE PHASED DEPENDING UPON THE FINAL PRODUCT TYPE AND MIX. FINAL PHASING WILL BE SHOWN ON THE PRELIMINARY SUBDIVISION PLAN AND FINAL ENGINEERING PLANS.

26. HIDDEN LAKES VILLAGE PUD IS A 55+ COMMUNITY. THE RESTRICTIVE COVENANT IS PROVIDED IN SECTION 11 OF THE MASTER DEVELOPMENT AGREEMENT (MDA).

27. ALL PROPOSED TREES, SHRUBS AND GROUNDCOVERS ARE EITHER NATIVE OR "FLORIDA FRIENDLY" PLANTS AS LISTED IN THE "FLORIDA FRIENDLY LANDSCAPING GUIDE" AS PUBLISHED BY THE UNIVERSITY OF FLORIDA. AS SUCH, TEMPORARY SURFACE SOAKER (DRIP) IRRIGATION WILL BE ADMINISTERED FOR THE FIRST YEAR ONLY, WHICH WILL ALLOW FOR PLANT ESTABLISHMENT AND SUBSEQUENT SURVIVAL ON NATURAL RAINFALL EVENTS AFTER THE ONE YEAR ESTABLISHMENT PERIOD. THE HOA WILL OWN THE BUFFERS AND BE RESPONSIBLE FOR REPLACEMENT OF ANY PLANT MATERIAL THAT DOES NOT SURVIVE.

28. SIDEWALKS WILL BE PROVIDED ON BOTH SIDES OF ALL NEWLY CONSTRUCTED ROADS. ON EXISTING ROADS, THAT NEW UNITS ARE CONSTRUCTED, A SIDEWALK WILL BE CONSTRUCTED ON THAT SIDE ONLY.

REVISIONS		DATE	SCALE	SHEET
		September 21, 2020	1"=100'	CDP

APPLICANT
HLI Orlando, LLC
529 Versailles Dr., Suite 210
Maitland, Fl. 32751
Contacts:
Ray Bradick cell: 407-719-8368
rbradick@pkaorlando.com
Bob Hahn cell: 407-719-5543
bob@HahnandHahnTeam.com

OWNERS
Hidden Lakes Village, LLC & GGHL, LLC
35 Fairgreen Ave. & 214 Golf Club Dr.
New Smyrna Beach, FL. 32168
Lee & Kathy Griffith Cell: 561-306-0454
kvgriff@cfl.rr.com, lbgriff@cfl.rr.com
Richard and Sandra Landis Cell: 386-690-8351
rlandis3@yahoo.com
1984 Mayport Ave.
New Smyrna Beach, FL 32168

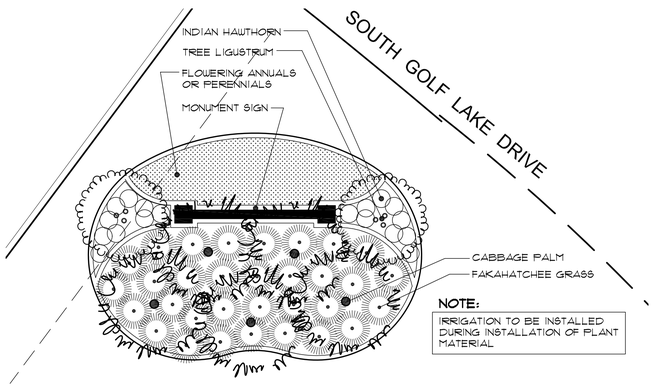
HIDDEN LAKES VILLAGE PUD
"55+ COMMUNITY"
NEW SMYRNA BEACH, FLORIDA

CONCEPT DEVELOPMENT PLAN



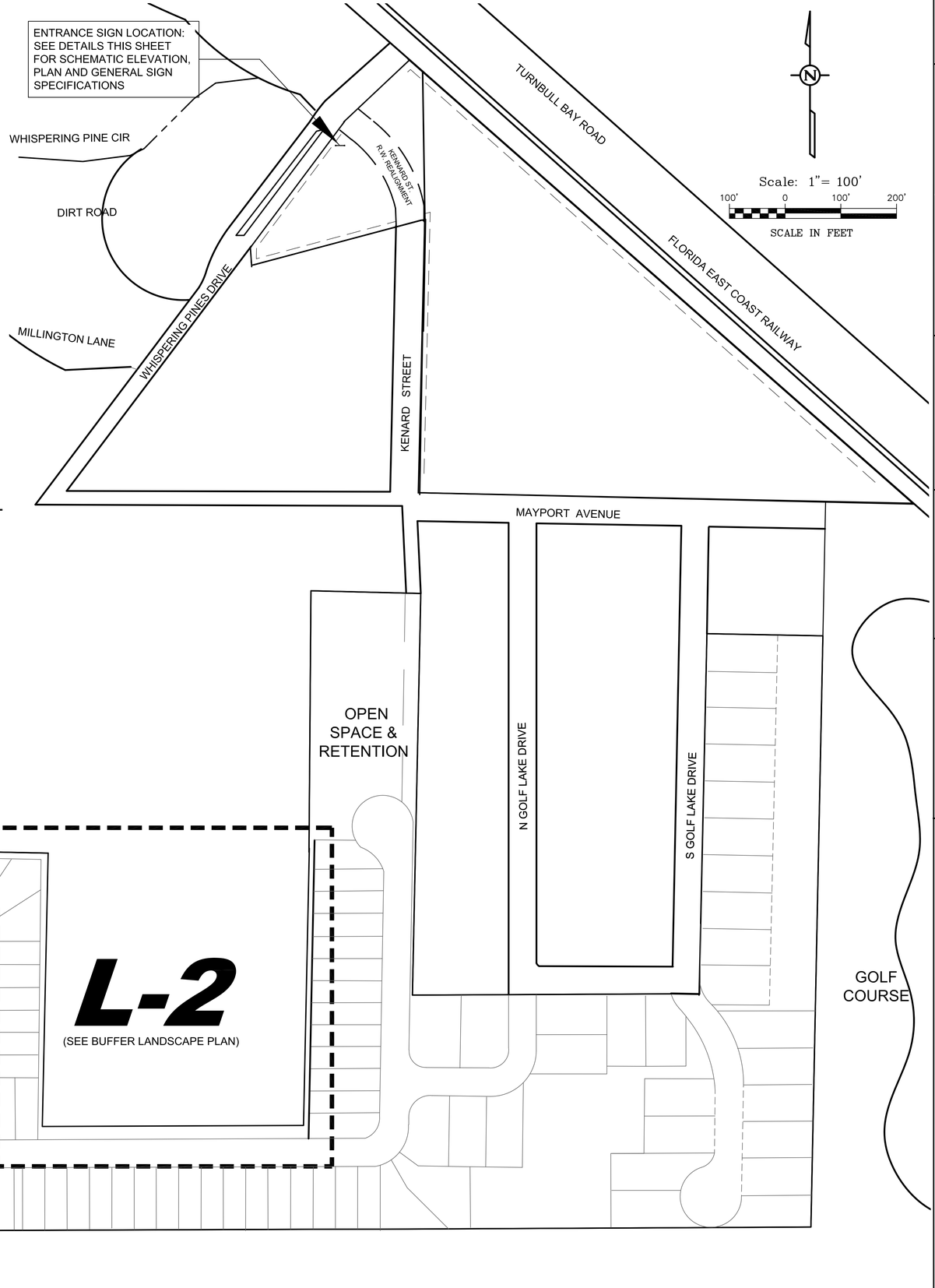
ENTRANCE SIGN ELEVATION

SCALE: N.T.S.



ENTRANCE SIGN CONCEPT LANDSCAPE PLAN

SCALE: 1/8" = 1'-0"



SHEET L-1

DATE SEPTEMBER 1, 2020

SCALE 1"=100'

LANDSCAPE ARCHITECT
Christopher Boehmer
4434 Dunwoody Place
Orlando, Florida 32808
cell: 407-290-8609
cboehmer@earthlink.net

APPLICANT
HLI Orlando, LLC
529 Versailles Dr., Suite 210
Maitland, Fl. 32751
Contacts:
Ray Bradick cell: 407-719-8368
rbradick@pkaordando.com
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bob@HahnandHahnTeam.com

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Contacts: Kathy Griffin, Cell: 561-306-0454
kvgriff@bellsouth.net, kvgriff@gcfl.rr.com
Richard and Sandra Landis 386-690-8351
rlandis3@yahoo.com
1984 Mayport Ave.
New Smyrna Beach, FL 32168

HIDDEN LAKES VILLAGE PUD

NEW SMYRNA BEACH, FLORIDA

SIGNAGE PLAN

PLANT LEGEND

- EXISTING TREE TO BE PRESERVED
- LIVE OAK (QUERCUS VIRGINIANA)
- LITTLE GEM MAGNOLIA (MAGNOLIA GRANDIFLORA 'LITTLE GEM')
- BALD CYPRESS (TAXODIUM DISTICHUM)
- SLASH PINE (PINUS ELLIOTTII)
- CABBAGE PALM (SABAL PALMETTO)
- SELECTIVE MIXTURE OF SIMPSON'S STOPPER (MYRCIANTHES FRAGRANS), FLORIDA PRIVET (FORESTIERA SEGREGATA), WAX MYRTLE (MYRICA CERIFERA), WALTERS VIBURNUM (VIBURNUM OBOVATUM) AND SAW PALMETTO (SERENOA REPENS)
- SELECTIVE MIXTURE OF LOW SHRUBS SUCH AS DWARF YAUPON (ILEX VOMITORIA NANA), COONTIE (ZAMIA PUMILA) AND PARSONS JUNIPER (JUNIPERUS CHINENSIS 'PARSONII') OR GROUNDCOVERS SUCH AS FROGFRUIT (PHYLA NODIFLORA) AND SUNSHINE MIMOSA (MIMOSA STRIGILLOSA) OR BAHIA TURF OR MULCHED AREA

GENERAL NOTES

1) ALL PROPOSED TREES TO BE A MINIMUM OF 9' IN HEIGHT WITH 2-1/2" CALIPER WHEN MEASURED 4 FEET ABOVE GROUND LEVEL.
2) ALL PROPOSED SHRUB MATERIAL TO BE A MINIMUM OF 2 FEET IN HEIGHT AND SPACED A MAXIMUM OF 3 FEET ON CENTER.
3) ALL EXISTING TREES SHOWN IN BUFFERS ARE DESIGNATED TO REMAIN. IN THE EVENT THAT AN EXISTING TREE NEEDS TO BE REMOVED DUE TO GRADING REQUIREMENTS, ITS REMOVAL AND REPLACEMENT (IF NECESSARY) SHALL ADHERE TO CITY TREE REMOVAL AND REPLACEMENT GUIDELINES.
4) LANDSCAPE BUFFER HAS BEEN DESIGNED TO ADHERE TO THE LANDSCAPE BUFFER REQUIREMENTS AS DESCRIBED IN CITY CODE SECTION 604.04(C)(1).
5) ALL PROPOSED TREES, SHRUBS AND GROUNDCOVERS ARE EITHER NATIVE OR "FLORIDA FRIENDLY" PLANTS AS LISTED IN THE "FLORIDA FRIENDLY LANDSCAPING GUIDE" AS PUBLISHED BY THE UNIVERSITY OF FLORIDA. AS SUCH, TEMPORARY SURFACE SOAKER (DRIP) IRRIGATION WILL BE ADMINISTERED FOR THE FIRST YEAR ONLY WHICH WILL ALLOW FOR PLANT ESTABLISHMENT AND SUBSEQUENT SURVIVAL ON NATURAL RAINFALL EVENTS AFTER THE ONE YEAR ESTABLISHMENT PERIOD.
6) REGARDING THE ENTRANCE SIGN AT WHISPERING PINES DRIVE, THE COMMUNITY HOA WILL BE RESPONSIBLE FOR SIGN MAINTENANCE, IRRIGATION OF SIGN PLANT MATERIAL, AND REPLACEMENT OF ANY PLANT MATERIAL THAT DIES OR DECLINES SEVERELY.
7) THE COMMUNITY HOA WILL OWN ALL LANDSCAPE BUFFERS AND BE RESPONSIBLE FOR PLANT MAINTENANCE, IRRIGATION AND REPLACEMENT OF ANY PLANT MATERIAL THAT DIES OR DECLINES SEVERELY.

N

Scale: 1"= 30'

30 0 30 60

SCALE IN FEET

HIDDEN LAKES VILLAGE PUD

NEW SMYRNA BEACH, FLORIDA

BUFFER LANDSCAPE PLAN

SHEET L-2

DATE SEPTEMBER 1, 2020

SCALE 1"=30'

LANDSCAPE ARCHITECT
Christopher Boehmer
4434 Dunwoody Place
Orlando, Florida 32808
cell: 407-290-8609
cboehmer@earthlink.net

APPLICANT
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529 Versailles Dr., Suite 210
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Richard and Sandra Landis 386-690-8351
rlandis3@yahoo.com
1904 Magnolia Ave.
New Smyrna Beach, FL 32168

This Instrument Prepared by and Return to:

Name: Robert J. Riggio, Esquire
Law Offices of Robert J. Riggio, P.A.
Address: 400 South Palmetto Avenue
Daytona Beach, FL 32114

Property Appraisers Parcel I.D. Nos.: 731200000120, 73120000075 and 73120000084

EMERGENCY ACCESS EASEMENT

(Wherever used herein the terms "first party" and "second party" shall include singular and plural heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS EMERGENCY ACCESS EASEMENT is made this 28th day of December, 2018, by and between GOLF COURSE HOLDING, LLC, a Florida limited liability company, whose address is 1891 High Street Longwood, FL 32750 and its successors and assigns, party of the first part, and L.E.L., LLC, a Florida limited liability company, whose address is 35 Fairgreen Avenue, New Smyrna Beach, FL 32168 and, its successors and assigns, party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of Ten and 00/100 ($10.00) U.S. Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever an emergency access easement across the following described land, situate, and being in the County of Volusia, State of Florida, to-wit:

A twenty (20.0) foot wide strip of land being ten (10.0) feet on either side of the centerline of the existing unpaved stabilized golf course maintenance roadway extending from the north side of Golf Course Drive across Volusia County tax parcels number 731200000120 and 731200000075 to where that unpaved stabilized roadway lies due east of the east boundary of Volusia County tax parcel 7312000084 with a continuation of that twenty (20.0) foot strip extending to the eastern edge of Volusia County tax parcel 731200000084, with the southern boundary of the easement lying along a continuation of the southern boundary of Volusia County tax parcel 731200000084 all lying in Section 12, Township 17 South, Range 33 East.

The subject emergency access easement is solely to provide ingress and egress to the properties lying at the north end of the easement when the railroad crossing at Whispering Pines Drive becomes unuseable and for use by police, fire, ambulance and other emergency vehicles of the City of New Smyrna Beach, Florida.

The holder of this easement may assign its rights in this easement to the City of New Smyrna Beach.

At such time as a metes and bounds description of this emergency access easement is prepared, this easement shall be released and the Grantor of this easement shall grant a new easement utilizing the metes and bounds description.

In Witness Whereof, the said party of the first part has hereunto set its hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Witness Signature

Reid B. Hughes, Jr.

Printed Name

Witness Signature

Robert J. Riggio

Printed Name

GOLF COURSE HOLDING, LLC
A Florida limited liability company

By: _____

Printed Name: Eric Harrison

Its: Manager

STATE OF Florida)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 28th day of December 2018 by ERIC HARRISON as Manager of GOLF COURSE HOLDING, LLC, a Florida limited liability company, who is personally known to me Or produced drivers license as identification.

Witness my hand and official seal in the County and State last aforesaid this 28th day of December, 2018.

Notary Public, State of Florida
My Commission Expires:

{Notary Seal}

Notary Signature

Reid B. Hughes, Jr.

Printed Notary Signature

REID B. HUGHES, JR.
Notary Public - State of Florida
Commission # GG 192577
My Comm. Expires Apr 4, 2022
Bonded through National Notary Assn.

Addendum to Emergency Access Easement

Grantee (L.E.L., LLC) shall endeavor to the extent possible to avoid any permanent change or installation of anything that would alter the ground surface of the property encompassed by the emergency access easement, and if such change should occur the surface of the property shall be restored to the condition it existed in before the change.

Dated this 28th day of December, 2018

GOLF COURSE HOLDING, LLC, a Florida limited liability company

BY: _____
Eric Harrison, Managing Member

L.E.L., LLC, a Florida limited liability company

BY: _____
Kathy Griffith
Manager

BY: _____
Lee Griffith
Managing Member

BY: _____
Edward Gonda
Managing Member

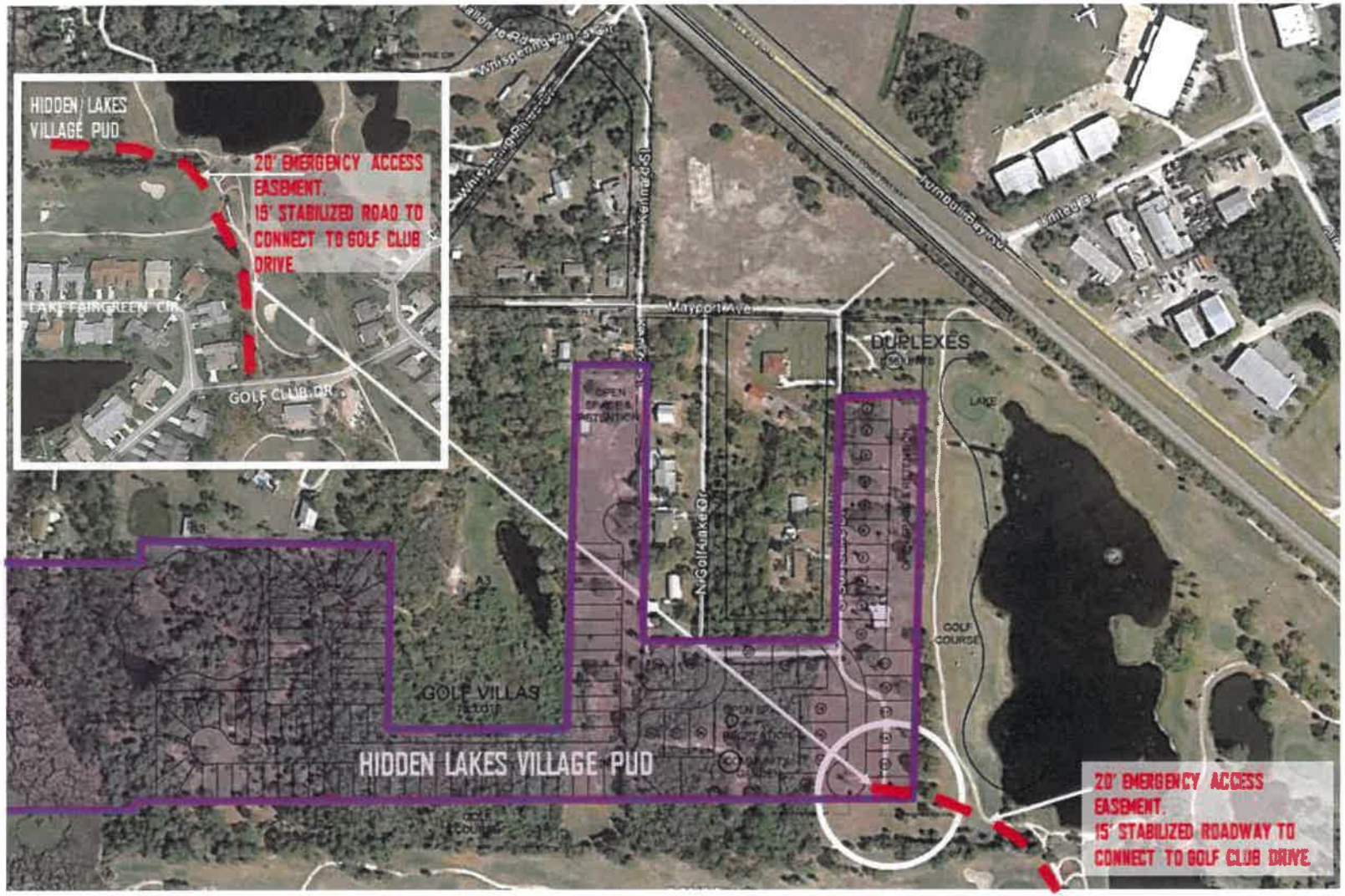
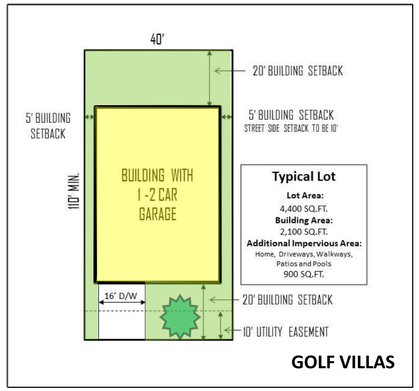
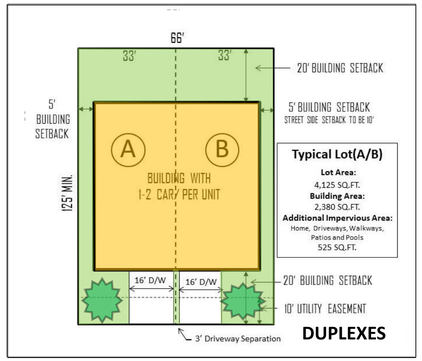
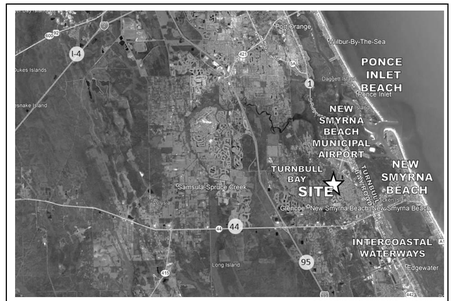


EXHIBIT 2 - HIDDEN LAKES VILLAGE PUD

EMERGENCY ACCESS







SITE DATA

TOTAL PROPERTY SIZE:	41.2 AC 1,794,672 SQ.FT. Parcels 1-10, 12, 13, & 14 (1)
EXISTING ZONING:	A-3, Transitional Agriculture, Volusia County
PROPOSED ZONING:	PUD, Planned Unit Development, City of New Smyrna Beach
EXISTING FUTURE LAND USE:	Low-Density Residential and Conservation Limited to 132 Units (2)
PROPOSED DEVELOPMENT:	55+ Community Duplexes (56 Units) (3) Golf Villas (76 Units) (4) Total: 132 Units
RESIDENTIAL DENSITY (MAXIMUM):	5 DU/AC (5)
BUILDING SETBACKS:	Side 5'; Front 20'; Rear 20' Street Side Setback To Be 10'
LOTS FRONTING ON CUL-DE-SAC:	Minimum 30' Chord Dimension at R/W (LDR Section X Subdivision Requirements (1007.00 C. 9))
STORM WATER RETENTION:	8 AC
OPEN SPACE:	24.5 AC (6)
BUFFERS:	10' Landscape Buffers
PARKING:	Duplexes & Golf Villas Min. 2 Spaces/Lot
UTILITY PROVIDERS:	Fire Protection, Electric, Water, Wastewater and Reclaimed Water-Utilities Commission, City of New Smyrna Beach Telephone-AT&T Gas-Florida Public Utilities Cable-Spectrum

FOOTNOTES:

(1) Reference Legal Description on Revised 3/4 /2019 Boundary Survey Prepared by Daniel W. Cory, Surveyor, LLC.
Tax ID Numbers: Parcel 1 (7312-00-00-0078), Parcel 2 (7312-00-00-0079), Parcel 3 (7312-00-00-0083), Parcel 4 (7312-00-00-0084), Parcel 5 (7312-00-00-0100), Parcel 6 (7312-00-00-0101), Parcel 7 (7312-00-00-0110), Parcel 8 (7312-00-00-0149), Parcel 9 (7312-00-00-0190), Parcel 10 (7312-00-00-0490), Parcel 12 (7312-00-00-0320), Parcel 13 (7312-00-00-0090) and Parcel 14 (7312-00-00-0480). Parcel 12 is used for the purpose of realigning Kennard Street with Whispering Pines Drive.
(2) Ordinance No. 59-08, Approved July 19, 2010.
(3) Duplexes (For Sale); One-Story; Min. Lot Size 66' x 125'
(4) Golf Villas (Detached For Sale); One-Story; Min. Lot Size (40'x110')
(5) Residential Density Up to 5 DU/AC Consistent with Low-Density Residential (LDR). Residential Density Can Be Interchanged Between Duplex and Golf Villa Parcels Provided That the Total Number of Residential Units Does Not Exceed 132.
(6) Open Space Totals 24.5 AC Which Exceeds the 30% Requirement for a Residential PUD.

GENERAL NOTES

1. THE PUD CONCEPTUAL DEVELOPMENT PLAN (CDP) IS FLEXIBLE. ALL PROPOSED PARCEL LINE CONFIGURATIONS ARE SUBJECT TO CHANGE BASED ON MARKET AND DEMAND.

2. MAJORITY OF THE PROPERTY IS LOCATED IN FLOOD ZONE X. AREAS BELOW ELEVATION 5 ARE IN FLOOD ZONE AE (SEE SURVEY FOR LOCATION).

3. WETLANDS ARE DELINEATED ON THE SURVEY.

4. THE PROJECT SITE IS LOCATED IN THE HALIFAX RIVER DRAINAGE BASIN

5. THE PROJECT SITE IS NOT LOCATED IN AN AQUIFER RECHARGE AREA.

6. DURING THE PRELIMINARY ENGINEERING PHASE, THE INTERSECTION OF MALLONEE RD., WHISPERING PINES DR., AND KENNARD ST. WILL BE REDESIGNED SO AS TO PROVIDE SAFER AND MORE EFFICIENT TRAFFIC FLOW. THE INTERSECTION WILL BE IMPROVED TO ELIMINATE THE CURRENT OFFSETS. THE ELEVATION OF WHISPERING PINES DR. WILL BE ADJUSTED TO ELIMINATE THE ELEVATION CONCERN OF THE RAILROAD CROSSING.

7. ANY OFF-SITE UTILITY UPGRADES WILL BE COORDINATED WITH THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH.

8. ANY UTILITIES UNDERGROUND WILL BE COORDINATED WITH THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH.

9. EXISTING WATER LINES ALONG KENNARD ST. AND SOUTH GOLF LAKE DR. WILL BE IMPROVED TO PROVIDE REQUIRED FIRE FLOWS FOR THE PUD.

10. APPLICANT WILL MAKE APPLICATION TO VACATE THE RIGHT OF WAY OF SOUTH GOLF LAKE DR., LYING SOUTH OF NORTH GOLF LAKE DR. THE RIGHT OF WAY HAS BEEN DEEDED TO THE CITY BY VOLUSIA COUNTY BY OR BOOK 7628, PAGE 1255.

11. WATER, SANITARY SEWER AND REUSE/RECLAIM WATER SERVICE WILL BE PROVIDED BY THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH.

12. FIRE PROTECTION WILL BE PROVIDED BY THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH.

13. UTILITY EASEMENTS FOR ELECTRIC, WATER, WASTEWATER AND RECLAIM WILL BE DEDICATED TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH.

14. ALL ELECTRIC, WATER, WASTEWATER AND RECLAIM UTILITY LINES WILL BE DESIGNED TO THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH SPECIFICATIONS.

15. ALL ELECTRICAL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ELECTRIC SERVICE RULES AND STANDARDS, UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH-OCTOBER 2010 EDITION AND THE NATIONAL ELECTRIC SAFETY CODE.

16. ALL WATER SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH POTABLE WATER RULES, DESIGN AND CONSTRUCTION SPECIFICATIONS, UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH– AUGUST 2015 EDITION.

17. ALL SANITARY SEWER SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH WASTEWATER RULES, DESIGN AND CONSTRUCTION SPECIFICATIONS, UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH-AUGUST 2015 Edition.

18. ALL REUSE/RECLAIM WATER SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH RECLAIMED WATER RULES, DESIGN AND CONSTRUCTION SPECIFICATIONS, UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH– AUGUST 2015 EDITION.

19. THE STORMWATER SYSTEM WILL BE DESIGNED TO MEET THE CITY OF NEW SMYRNA BEACH AND SJRWMD SPECIFICATIONS AS APPLICABLE.

20. COMMON OPEN SPACE, ACCESSIBLE AND USABLE BY THE RESIDENTS, OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION INCLUDES: ALL COMMON OPEN SPACE AND STORMWATER RETENTION AREAS NUMBERED 1-6. COMMON OPEN SPACE AND STORMWATER RETENTION AREA NUMBER 5 WILL HAVE ENVIRONMENTAL TRAILS PROVIDED PER ST. JOHNS RIVER WATER MANAGEMENT DISTRICTGUIDELINES: 15-FT. GOLF CART PATH (LABELLED "E"); AND ACCESS TO COMMON OPEN SPACE (LABELLED "A, B, C, D, & F" INCLUDING 4 FT. SIDEWALKS). THIS INFORMATION IS IDENTIFIED ON EXHIBIT B-CONCEPT DEVELOPMENT PLAN.

21. AN EMERGENCY ACCESS EASEMENT WILL BE PROVIDED. THIS 20-FT. WIDE EMERGENCY FIRE AND POLICE ACCESS EASEMENT ROAD WILL COMMENCE AT THE SOUTHEAST CORNER OF THE HIDDEN LAKES VILLAGE PUD, EXTEND EASTERLY TO INTERSECT WITH THE EXISTING GOLF COURSE MAINTENANCE ROAD/GOLF CART PATH AND THEN FOLLOW SOUTHERLY ALONG THE EXISTING MAINTENANCE ROAD TO INTERSECT WITH LAKE FAIRGREEN CIRCLE/GOLF CLUB DRIVE. THE 20-FT. EASEMENT WILL CONTAIN A 15-FT. STABILIZED ROADWAY SUITABLE TO SUPPORT FIRE EQUIPMENT. THIS WILL BE A PERMANENT EASEMENT GRANTED TO THE CITY OF NEW SMYRNA BEACH AND SERVE PROPERTIES LYING AT THE NORTH END OF THE EASEMENT WHEN THE RAILROAD CROSSING AT WHISPERING PINES DR. BECOMES UNUSABLE AND FOR USE BY POLICE, FIRE, AMBULANCE AND OTHER EMERGENCY VEHICLES OF THE CITY OF NEW SMYRNA BEACH.

22. THE EXISTING ROADWAYS WHISPERING PINES DRIVE, KENNARD STREET, AND SOUTH GOLF LAKE DRIVE WILL BE ANALYZED TO DETERMINE IF THESE ROADWAYS MEET CITY STANDARDS. ANY DEFICIENCIES WILL BE ADDRESSED IN THE FINAL ENGINEERING PLANS FOR CITY ENGINEERING REVIEW AND APPROVAL AND CORRECTED DURING THE FIRST PHASE OF CONSTRUCTION. A NORTHBOUND LEFT TURN LANE ON TURNBULL BAY RD. WILL BE DESIGNED IN ACCORDANCE WITH VOLUSIA COUNTY LDC STANDARDS AND CONSTRUCTED IN THE FIRST PHASE OF CONSTRUCTION.

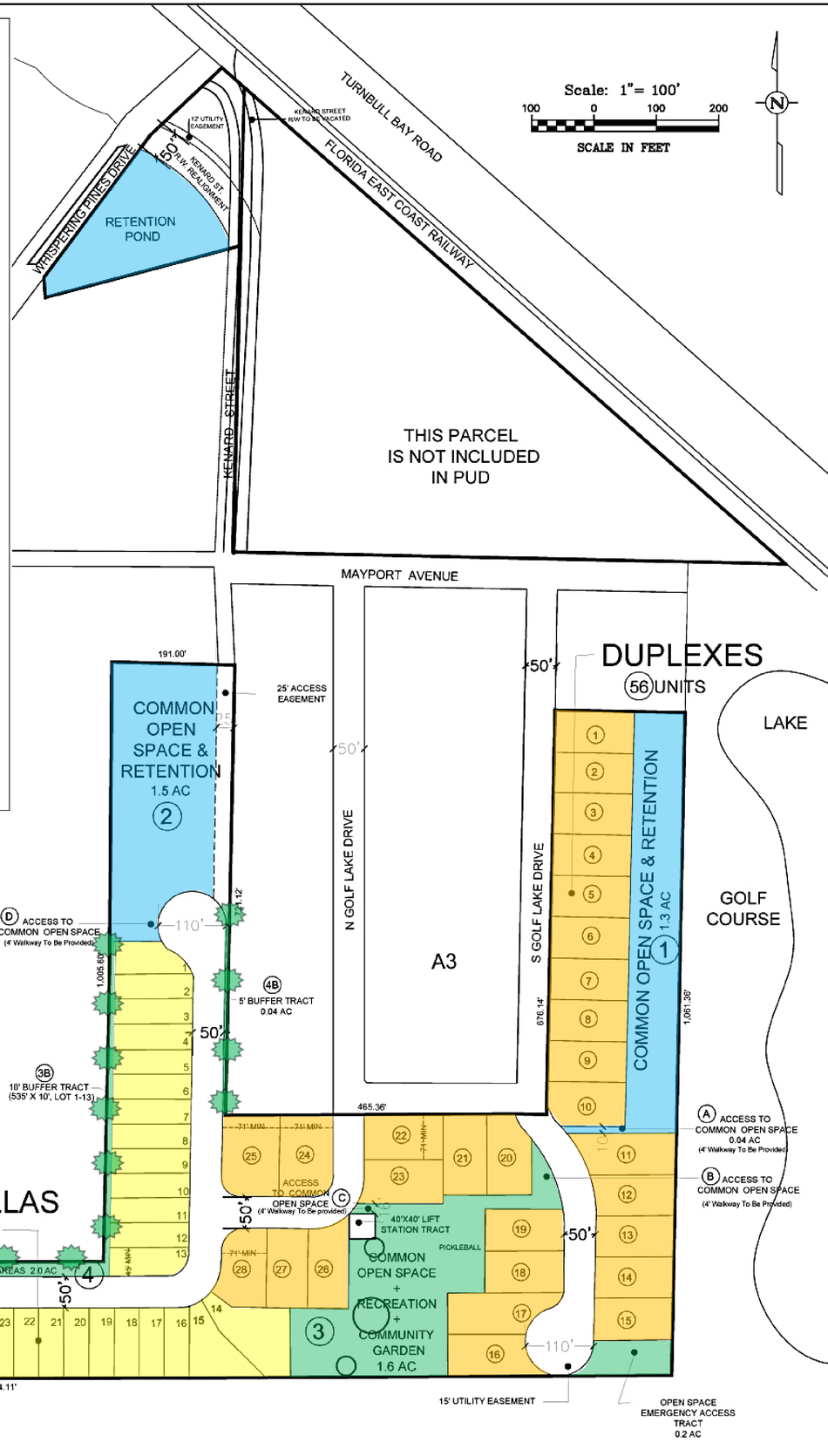
23. EXISTING ROADS THAT ARE BEING UTILIZED BY THE PROJECT WILL BE INSPECTED AND ANY DEFICIENCIES WILL BE ADDRESSED DURING CONSTRUCTION OF THE SITE IMPROVEMENTS. ALL NEW ROADS WILL BE DESIGNED AND CONSTRUCTED TO MEET CITY OF NEW SMYRNA BEACH DESIGN STANDARDS. ALL NEW PLATTED ROADS WILL BE DEDICATED TO THE CITY OF NEW SMYRNA BEACH.

24. THE AFRICAN-AMERICAN CEMETERY (IDENTIFIED ON THE CDP AS "COMMUNITY GARDEN") WILL BE PRESERVED AND MAINTAINED AS OPEN SPACE.

25. HIDDEN LAKES VILLAGE PUD MAY BE PHASED DEPENDING UPON THE FINAL PRODUCT TYPE AND MIX. FINAL PHASING WILL BE SHOWN ON THE PRELIMINARY SUBDIVISION PLAN AND FINAL ENGINEERING PLANS.

26. HIDDEN LAKES VILLAGE PUD IS A 55+ COMMUNITY. THE RESTRICTIVE COVENANT IS PROVIDED IN SECTION 11 OF THE MASTER DEVELOPMENT AGREEMENT (MDA).

27. ALL PROPOSED TREES, SHRUBS AND GROUNDCOVERS ARE EITHER NATIVE OR "FLORIDA FRIENDLY" PLANTS AS LISTED IN THE "FLORIDA FRIENDLY LANDSCAPING GUIDE" AS PUBLISHED BY THE UNIVERSITY OF FLORIDA. AS SUCH, TEMPORARY SURFACE SOAKER (DRIP) IRRIGATION WILL BE ADMINISTERED FOR THE FIRST YEAR ONLY, WHICH WILL ALLOW FOR PLANT ESTABLISHMENT AND SUBSEQUENT SURVIVAL ON NATURAL RAINFALL EVENTS AFTER THE ONE YEAR ESTABLISHMENT PERIOD. THE HOA WILL OWN THE BUFFERS AND BE RESPONSIBLE FOR REPLACEMENT OF ANY PLANT MATERIAL THAT DOES NOT SURVIVE.



SHEET	CDP
DATE	September 1, 2020
SCALE	1"=100'
REVISIONS	

APPLICANT
HLI Orlando, LLC
529 Versailles Dr., Suite 210
Maitland, Fl. 32751
Contacts:
Ray Bradick cell: 407-719-8368
rbradick@pkaorlando.com
Bob Hahn cell: 407-719-5543
bob@HahnandHahnTeam.com

OWNERS
Hidden Lakes Village, LLC & GGHL, LLC
35 Fairgreen Ave. & 214 Golf Club Dr.
New Smyrna Beach, FL. 32168
Lee & Kathy Griffith Cell: 561-306-0454
kvgriff@cfl.rr.com, lbgriff@cfl.rr.com
Richard and Sandra Landis Cell: 386-690-8351
rlandis3@yahoo.com
1984 Mayport Ave.
New Smyrna Beach, FL 32168

HIDDEN LAKES VILLAGE PUD
"55+ COMMUNITY"
NEW SMYRNA BEACH, FLORIDA

CONCEPT DEVELOPMENT PLAN

Planning and Zoning Meeting

PUD-4-18 Hidden Lakes Village

Chair Danskine asked the Board if there were any ex-parte communications.

A Quasi-Judicial Public Hearing was conducted. Senior Planner Jeff Gove remained under oath. He outlined the applicant's request for Rezoning from existing Zoning designations of County A-3 Transitional Agriculture & RC, Resource Corridor, to City Planned Unit Development (PUD) zoning, under the proposed Hidden Lakes PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP), primarily to allow for the development of a residential subdivision with a maximum of 132 units, using existing surrounding roads and rights-of-way (r/w).

Member Neylon inquired about the maximum number of units aloud in the existing zoning district vs the proposed PUD/MDA.

Mr. Gove stated that the applicant based the 132 units on the existing acres which is designated low density residential therefore, conceivably the number of units would remain the same.

Member Neylon confirmed with Staff that the proposed PUD/MDA would not only upgrade and improve the applicant’s rode access, the same would apply for the surrounding neighborhood.

Mr. Gove assured Member Neylon that all exhibits would correspond the PUD/MDA before it’s recorded. In addition, Mr. Gove stated smaller lots are in higher demand for community that are 55 and older.

Member Arvidson inquired about lot size.

Mr. Gove confirmed that 40x110, 4,400 SF for Golf Villas lots and 33x125, 4,125 SF for each lot containing a Duplex unit.

Member Arvidson addressed her concerns about the smaller lot size with the 5 foot setback.

Member Neylon concurred with Arvidson concerns. In addition, Member Neylon asked Staff if the current zoning designation allows a 5 foot setback.

Mr. Fields addressed Member Arvidson and Neylon concerns. He stated that it depends on current regulations, though it would not be unusual to see a 5 foot setback. He further explained that the board can move with conditions in there motion with respect to setbacks.

Member Wheeler commented that R-3 allows a 5 foot set back.

Chair Danskine proposed a condition that all mechanical equipment can only be located in the rear.

Mr. Gove addressed the board with a similar situation with a current approved PUD (Shell Point) and they stipulated that all mechanical equipment can only be located in the rear.

Member Arvidson asked the Depth of the lots. Mr. Gove stated that the Golf Villas lots were 40x 110 feet deep and the Duplexes were 33x125 feet deep. Member Arvidson confirmed with Mr. Gove that they have enough room to put the mechanical equipment in the rear. Mr. Gove stated that the lots have 20 foot rear setbacks.

Member Arvidson addressed her concerns about the turn ratio for emergency vehicles with respect to the cul-de-sac. Mr. Gove stated that the 55x110 foot turning rational is what is required by code per the Fire Marshall.

Member Arvidson addressed her concerns about traffic on Turnbull Bay Road. Mr. Gove responded that the Applicant submitted a traffic impact analysis that was reviewed by our consultant and the County. As a result, they were required to provide a Left Turn Lane off of Turnbull Bay Road into Whispering Pines Drive. Mr. Gove further explained to Member Arvidson the number trips generated and how it applies to 55 and older community.

Board Secretary Stephanie Ferrara, swore in under oath the Applicant Raymond R. Bradick, HLI Orlando, LLC, 529 Versailles Dr., # 210, Maitland, FL 32751. He outlined briefly there request and stated that they had no objections relocating the A/C unit to the rear of the property.

Member Arvidson asked Mr. Bradick about the location of turn lane and the hump at rail road tracks. Mr. Bradick explained during the reconstruction at Whispering Pines, the south portion would be elevated to get rid of the hump

at the rail road tracks. He stated that the road would become flat with a slope down to Turnbull Bay Road. He also confirmed that the Left Turn Lane would begin before Whispering Pines.

Mr. Bradick spoke briefly about their traffic study how it was based on a level of service and peak hours.

Member Causey asked, at what phase does the turn lane gets constructed. Mr. Bradick responded during phase one.

Chair Danskine opened for Public Participation.

Board Secretary Stephanie Ferrara, swore in under oath all Public Participants who wished to speak as a witness.

Ray Seifert, 127 Lake Fairgreen Cir, He stated that he was the president of the HOA and they are in favor of the project. He stated there only concern was the emergency access and prohibiting other traffic going through.

Mr. Bardick stated that on their side of the maintenance road (Hidden Lakes), they would agree to put in a siren activated gate for Fire and Police Department use. Thus would stop the residents from Hidden Lakes accessing the road.

Joe Dlubac, 3757 Casalta Circle, voiced his concerns about the lot size being 40 feet, the roads having emergency access and cars being able to park in driveway.

Robert Dollar, 1298 Whispering Pines Circle, spoke about traffic concerns off Mallonee Road and Kenard Street. He also voiced his concerns about it bottle necking at Whispering Pines Drive and Turnbull Bay Road and setbacks 10 feet between houses.

Clayton Jeffrey, 105 Lake Fairgreen Circle, stated that he was opposed to this proposed development. He voiced his concerns about traffic and water run-off from the development onto the golf course.

Pamela Chatfield, 95 Lake Fairgreen Circle, she had a questions regarding a buffer and would golf carts have access to the maintenance road.

Thomas Wilkins, 1245 S Golf Lake Drive, spoke about his concerns about traffic and the turn lane not being effective. He also had concerns about school traffic and flooding.

Chair Danskine closed Public Participation.

Member Neylon request to show the picture of the buffer.

Mr. Bradick addressed the board about the location of the buffer. The homes located on the Golf Course will not have a buffer. He also stated that the emergency road will follow the existing golf cart path and they do not intend to put storm water on the golf course as they will have retention ponds to accommodate increase run-off.

Member Arvidson asked about the Turnbull Creek waterway and the City purchasing property to preserve the land.

Mr. Fields stated that the City is in the process of acquiring properties along the Turnbull Creek Watershed and the properties around that area did not rank priority on the list.

Mr. Fields stated that the western part of this property will be recorded as conservation.

Chair Danskine asked the board if they had any questions/discussion.

Member Neylon stated that 132 units are currently zoned without the PUD and can only see a positive to the proposed PUD/MDA.

Member Arvidson voiced her concerns again about traffic on Turnbull Bay Road.

Motion:
Member Arvidson moved to approve, PUD-4-18 Hidden Lakes Village PUD/MDA, as submitted, Member Neylon seconded the motion, and the motion was approved with a 4-2 vote, with members Arvidson and Causey voting no.

ORDINANCE NO. 106-20

AN ORDINANCE REZONING APPROXIMATELY 41.2± ACRES OF LAND GENERALLY LOCATED WEST OF TURNBULL BAY ROAD, SOUTH OF WHISPERING PINES DRIVE, FROM VOLUSIA COUNTY *A-3 TRANSITIONAL AGRICULTURE* AND *RC RESOURCE CORRIDOR* TO CITY *PLANNED UNIT DEVELOPMENT (PUD)* ZONING DISTRICT; APPROVING THE HIDDEN LAKES VILLAGE PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Raymond R. Bradick, HLI Orlando, LLC, 529 Versailles Drive, #210, Maitland, FL 32751, applicant and authorized representative of the property owners, Hidden Lakes Village, LLC, 35 Fairgreen Avenue, New Smyrna Beach, FL 32168; GGHL, LLC, 214 Golf Club Drive, New Smyrna Beach, FL 32168; and Richard and Sandra Landis, 1984 Mayport Avenue, New Smyrna Beach, FL 32168 have initiated a request for the rezoning of approximately 41.2± acres generally located west of Turnbull Bay Road, south of Whispering Pines Drive, from Volusia County A-*3 Transitional Agriculture* and *RC Resource Corridor* to City *Planned Unit Development (PUD)* zoning district and approving the Hidden Lakes Village Planned Unit Development Master Development Agreement; and

WHEREAS, New Smyrna Beach Ordinance 1-91, New Smyrna Beach Land Development Regulations, Article V, Zoning Districts, §504.02, Specific Regulations By District, PUD, Planned Unit Development, Procedure for Rezoning to PUD, (4), Review Procedure, (c), City Commission Review, requires that all planned unit developments shall be approved by ordinance in the same manner as required for a rezoning; and,

WHEREAS, the Planning and Zoning Board, at its meeting of September 14, 2020, by a vote of 4-2, recommended that the City Commission approve the requested rezoning and the Hidden Lakes Village Planned Unit Development Master Development Agreement, with conditions shown in **Exhibit "A"**, attached.

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 and approve the Hidden Lakes Village Planned Unit Development Master Development Agreement, as more particularly described hereinafter.

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

SECTION 1: ***Rezoning.*** That the land located in the City of New Smyrna Beach, Volusia County, Florida described as:

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

shall be and the same is hereby rezoned from a Volusia County A-*3 Transitional Agriculture* and *RC Resource Corridor* to City *Planned Unit Development (PUD)* zoning district.

SECTION 2: ***Approval and Authorization of Master Development Agreement.*** That the Hidden Lakes Village Planned Unit Development Master Development Agreement, more particularly described as:

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

is hereby approved and the Mayor is hereby authorized to execute the agreement on behalf of the City of New Smyrna Beach.

SECTION 3: ***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 January 12, 2021, in the Brannon Center, 105 South Riverside Drive, 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), 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.

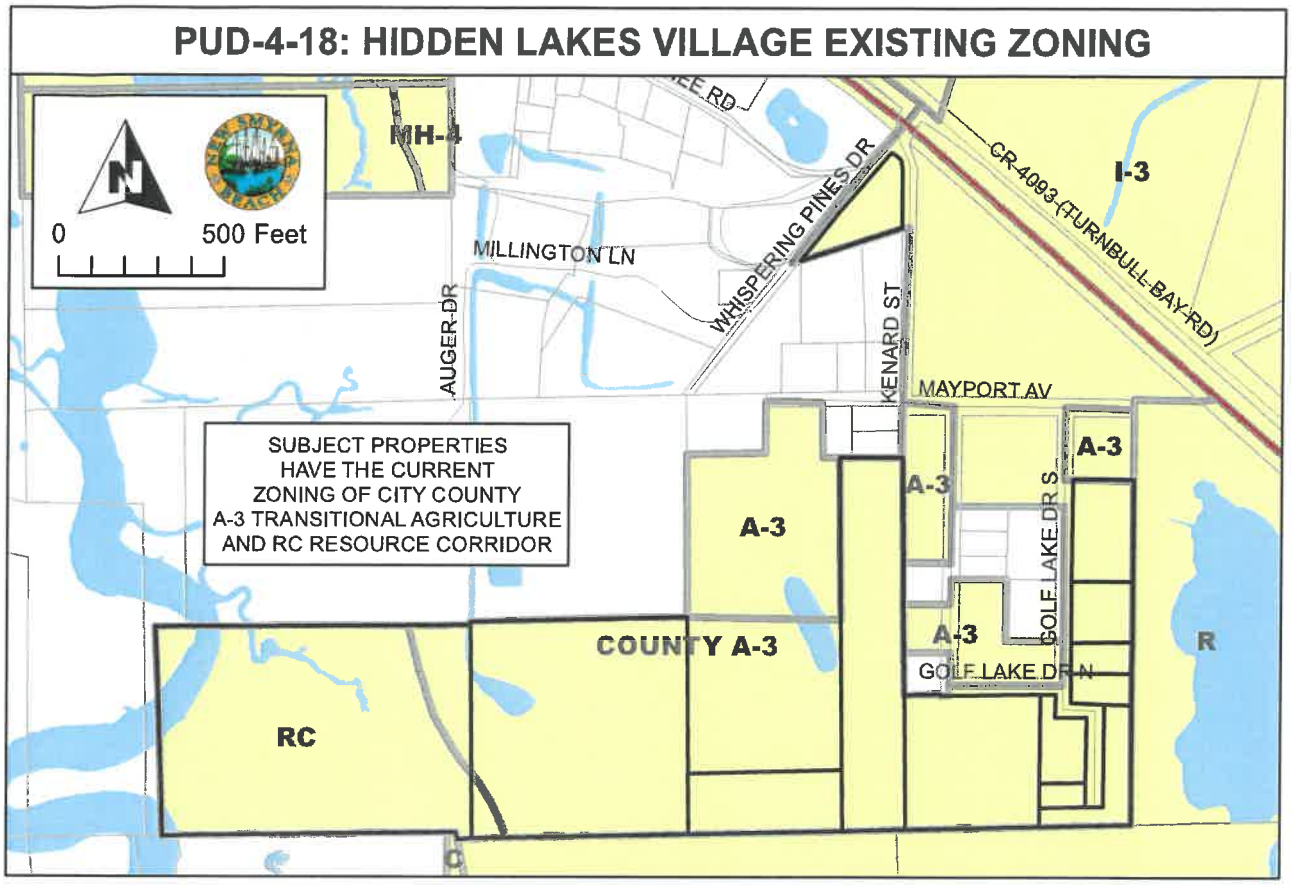
SECTION 6: ***Effective Date***. That this ordinance shall become effective upon final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

/s/ CARRIE AVALLONE
City Attorney

Date: January 20, 2021

EXHIBIT "A"


PUD-4-18: HIDDEN LAKES VILLAGE EXISTING ZONING
0
500 Feet
MH-4
MILLINGTON LN
AUGER DR
WHISPERING PINES DR
KENARD ST
CR-4093-(TURNBULL-BAY-RD)
I-3
MAYPORT AV
SUBJECT PROPERTIES HAVE THE CURRENT ZONING OF CITY COUNTY A-3 TRANSITIONAL AGRICULTURE AND RC RESOURCE CORRIDOR
A-3
GOLF LAKE DR S
GOLF LAKE DR N
COUNTY A-3
RC
R

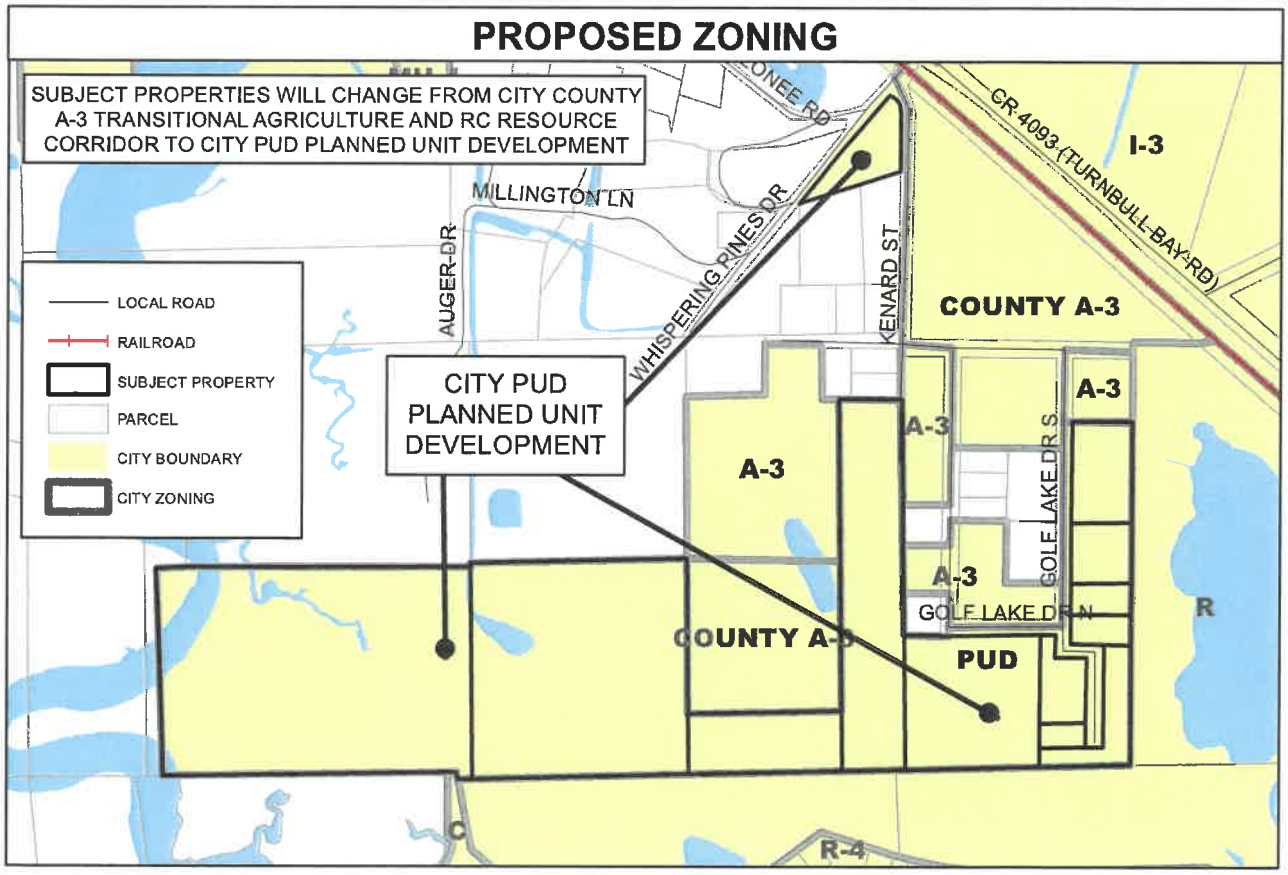

PROPOSED ZONING
SUBJECT PROPERTIES WILL CHANGE FROM CITY COUNTY A-3 TRANSITIONAL AGRICULTURE AND RC RESOURCE CORRIDOR TO CITY PUD PLANNED UNIT DEVELOPMENT
MILLINGTON LN
AUGER DR
WHISPERING PINES DR
KENARD ST
CR-4093-(TURNBULL-BAY-RD)
I-3
COUNTY A-3
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
CITY ZONING
CITY PUD PLANNED UNIT DEVELOPMENT
A-3
GOLF LAKE DR S
GOLF LAKE DR N
PUD
R
R-4

EXHIBIT "B"

Document prepared by:
HLI Orlando, LLC
529 Versailles Drive, Suite 210
Maitland, Fl. 32751

Return recorded document to:
City of New Smyrna Beach Records Clerk
210 Sams Avenue
New Smyrna Beach, FL 32168

HIDDEN LAKES VILLAGE PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and **Hidden Lakes Village, LLC, GGHL, LLC and Richard and Sandra Landis,** the record title property owners ("Owners"), and **HLI Orlando, LLC** ("Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 41.2 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is currently under the sole ownership of the Owners, but is under contract for purchase by the Developer.

2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Legal Description, March 4, 2019, prepared by Daniel W. Cory Surveyor, LLC

Exhibit B: Concept Development Plan, September 21, 2020, prepared by Hahn & Hahn Team Inc.

Exhibit C: Architectural Elevations, March 31, 2020, prepared by HLI Orlando, LLC

Exhibit D: Signage Plan, September1, 2020, prepared by Christopher Boehmer, Landscape Architect

Exhibit E: Buffer Landscape Plan, September1, 2020, prepared by Christopher Boehmer, Landscape Architect

Exhibit F: Preliminary Plat ("N/A, to be provided as a future submittal")

Exhibit G: Kenard Street Right-Of-Way and Drainage Parcels

3. **DEVELOPMENT PLAN.**

A. Developer has designated the Property as "Hidden Lakes Village PUD".

B. The Property will be developed as a Planned Unit Development (PUD) pursuant to the City's Land Development Regulations (LDRs). Development shall be controlled by the LDRs and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDRs or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDRs or other City ordinance in effect at the time of development shall control.

C. Development of the Property shall be consistent with Exhibit B (Conceptual Development Plan). Exhibit B generally depicts the planned layout of buildings, parking areas, driveways, common areas, and other planned features or improvements to the Property.

D. SITE DEVELOPMENT CRITERIA. The following development criteria shall apply to the Property:

(1) Minimum lot size: 4,400 sq. ft. (golf villa); 4,125 sq. ft. (duplex)

(2) Maximum building height: 35 ft.

(3) Minimum individual building size: 1,500 sq. ft.

(4) Minimum building separation: 10 ft.

(5) Setbacks (building): side 5'; front 20'; rear 20': street side setback10'

(6) FAR: golf villa (.48 FAR); duplex (.58 FAR)

(7) Maximum density: 5du/ac (132 max.unit cap per Comp Plan; LDR acreage ± 29 ac.)

(8) Maximum (lot) building coverage: 50% (golf villa); 58% (duplex)

(9) Minimum (lot) open space: 30% (golf villa); 25% (duplex)

(10) Lots fronting on cul-de-sac: minimum 30' chord dimension at R/W (LDR Section X Subdivision requirements (1007.00 C. 9))

(11) Common open space (site): 58%

(12) Maximum impervious surface area (building pads & roads): 35%

(13) Natural vegetation: 30%

(14) Off-street parking (golf villas & duplexes): minimum 2 spaces/lot

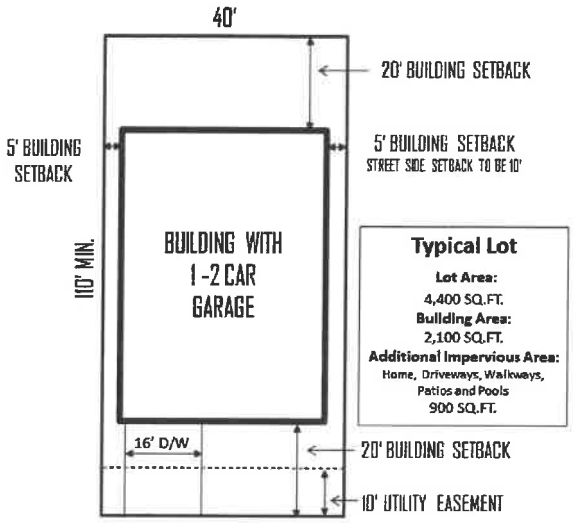
(15) Off-street parking area minimum interior landscaping: Non Applicable

(16) Minimum lot interior landscaping: 15%

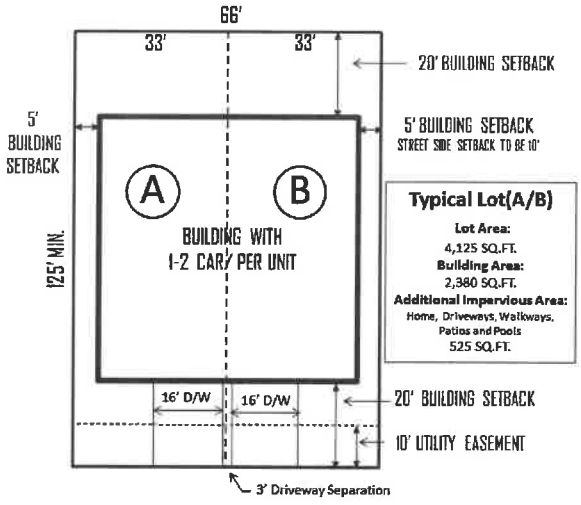
(17) Perimeter buffer widths: (1B) 337'x10', Lots 63-66; (2B) 527'x10', Lots 66-76; and (3B) 535'x10', Lots 1-13

(18) Wetland buffer: 25 ft.

55+ COMMUNITY



Typical Golf Villa Lot



Typical Duplex Lot

A. PHASING. Development may be phased depending upon the final product type and mix. Final phasing will be shown on the preliminary subdivision plan and final engineering plans. Construction and installation of all common areas and common facilities within each phase shall be completed or bonded prior to final plat approval or issuance of the first certificate of occupancy for that phase as provided in paragraph 7.C.

2. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDRs, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

3. PERMITTED USES.

The following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs where defined for such uses, except to the extent specifically provided otherwise herein: Active Adult Housing Community, consisting of two housing/lot types (golf villas and duplexes) as regulated and/or depicted in the MDA and CDP.

4. INFRASTRUCTURE.

A. Stormwater retention and drainage facilities. An on-site stormwater retention facility will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures.

B. Utilities and utility easements. All utilities will be installed underground and constructed to Utilities Commission, City of New Smyrna Beach standards. Any off-site utility upgrades will be coordinated with the Utilities Commission, City of New Smyrna Beach. Existing water lines along Kennard St. and South Golf Lake Dr. will be improved to provide required fire flows for the development.

C. Access easements and right-of-way. Access easements and right-of-way will be as depicted on the Concept Development Plan. During the Final Engineering phase, the intersection of Mallonee Rd., Whispering Pines Dr. and Kennard St. will be redesigned so as to provide safer and more efficient traffic flow. To accomplish such redesign, Kennard Street, at its intersection with Whispering Pines Road, will require realignment as illustrated in the Concept Development Plan (the "Redesigned Intersection"). In connection with such realignment, the Developer will cause Hidden Lakes Village, LLC ("Hidden Lakes") to either (i) dedicate to the City of New Smyrna Beach, at no cost or expense to it, the parcels of land, both currently owned by Hidden Lakes, that are required (a) for the right-of-way for the proposed realignment of Kennard Street and (b) for a retention pond and drainage easement, both as depicted on Exhibit "G" attached hereto (collectively, the "Right-of-Way and Drainage Parcels") in consideration of the City of New Smyrna Beach's vacation of the right-of-way of the abandoned Kennard Street (the "Abandoned Right-of-Way") to Hidden Lakes, or (ii) convey the Right-of-Way and Drainage Parcels to the Developer which, in turn, will convey/dedicate the same to the City of New Smyrna Beach, at no cost or expense to it, in consideration of the City of New Smyrna Beach's vacation of the Abandoned Right-of-Way to Hidden Lakes. Owner and Developer understand the vacation of any public right-of-way is subject to the procedural requirements of Section 305.03, LDR, and agree to abide by any applicable City code regulations in conjunction with such application. The dedication/conveyance of the Right-of-Way and Drainage Parcels to the City of New Smyrna Beach shall be completed in conjunction with the Final Engineering Plan approval process. The above described right of way and drainage parcels will be dedicated to the City prior to recordation of the record plat for the development and issuance of any building permits. Promptly following the dedication or conveyance of the Right-of-Way and Drainage Parcels to the City of New Smyrna Beach, the Developer shall apply for, and thereafter prosecute in accordance with this agreement, the vacation/abandonment of the Abandoned Right-of-Way. The Redesigned Intersection will be improved to City standards.

D. The right of way of South Golf Lake Dr. lying south of North Golf Lake Dr. will be vacated (with no guarantees of approval). This vacation will be completed prior to the recordation of the record plat for the development. An emergency access easement will be provided. This 20 ft. wide emergency fire and police access easement will commence at the southeast corner of the Hidden Lakes Village PUD, extending easterly to intersect with the existing golf course maintenance road/golf cart path and then follow southerly along the existing maintenance road to intersect with Lake Fairgreen Circle/Golf Club Drive. The 20 ft. easement will contain a 15 ft. stabilized roadway suitable to support fire equipment. This will be a permanent easement granted to the City of New Smyrna Beach and serve properties lying at the north end of the easement when the railroad crossing at Whispering Pines Drive becomes unusable and for use by police, fire, ambulance and other emergency vehicles of the City of New Smyrna Beach. This easement will be recorded prior to recordation of the record plat for the development.

E. The portion of North Golf Lake Drive that was constructed outside the dedicated Right of Way will be corrected during the Final Engineering design phase by either preparing a maintenance plat documenting the maintained location of the roadway or utilization of prescriptive rights.

F. The existing roadways Whispering Pines Drive, Kennard Street, and South Golf Lake Drive will be analyzed to determine if these roadways meet City standards. Any deficiencies will be addressed in the final engineering plans for City engineering review and approval and corrected during the first phase of construction. A northbound left turn lane on Turnbull Bay Rd. will be designed in accordance with Volusia County LDC standards and constructed in the first phase of construction.

7. PROPERTY OWNERS' ASSOCIATIONS AND COMMON AREA MAINTENANCE.

A. As used in this section, "common areas" and "common facilities" refer to all lands and all facilities that are intended to be set aside for common ownership, use, or benefit, whether or not identified as common areas on Exhibit B, such as conservation easements, retention ponds, subdivision entry walls and passive recreational areas.

B. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development, whichever is earlier, Developer will form and incorporate non-profit property owners' associations. The final plat shall include such language as the City may deem necessary to reflect the associations' responsibilities. The associations shall be responsible for operation, maintenance, and control of all common areas and common facilities, including signage, landscaping, dry and wet retention areas, recreational areas, community garden, golf cart paths, walking trails, and pedestrian walkways. Duplex units will be individually owned. Responsibility for exterior maintenance of the units will be addressed in the HOA and deed restriction documents. The associations shall have authority to establish and assess dues and fees upon its members in order to recoup the cost of maintenance, and the power to impose and enforce liens against those members who fail to pay such assessments. All persons purchasing property within the project shall be members of the property owners' associations. Developer may from time to time add additional covenants and restrictions or make changes in the associations' by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

C. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development or phase, whichever of each phase is earlier, Developer shall complete construction and installation of all common areas and common facilities within the development or phase; or, for those common facilities within a phase that may be susceptible to damage due to remaining construction, the City may allow postponement of this requirement subject to Developer's provision of adequate assurances that the work will be done. For example, the City may require Developer to post a bond sufficient to cover 120% of the cost of such facilities according to certified estimates. Any bond shall be in a form approved by the City Attorney.

8. ARCHITECTURAL AND DESIGN STANDARDS.

Exhibit C, Architectural Elevations for the proposed Duplexes and Golf Villas will comply with the City of New Smyrna Beach's newly enacted LDR Section 1200, Architectural Design Standards.

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDRs relating to architectural standards where they do not conflict with the provisions of this section.

B. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) All buildings and accessory structures shall generally be consistent with Exhibit C (Architectural Elevations).

(6) Through the LDR site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(7) No outside display or storage shall be permitted in the residential area.

(8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(9) The physical appearance of all parking lot lighting fixtures shall be consistent.

(10) No garage enclosures shall be permitted.

(11) No air conditioning units shall be allowed in the side yard setback of any unit.

(12) On street guest parking shall be permitted on only one side of the street.

9. ENVIRONMENTAL CONSIDERATIONS.

Development of the Property shall comply with the LDR tree preservation requirements. Developer shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

Developer shall comply with all rules, statutes, and regulations pertaining to wetlands preservation and mitigation.

Burning shall not be used to clear land. After clearing, appropriate measures shall be taken by the Developer to retain prevent excessive dust or windblown sand from impacting neighboring properties, and to retain such onsite. Construction Site Management Standards will comply with Ordinance No. 60-19.

Perpetual conservation easements will be dedicated to the St. Johns River Water Management District on retained on-site wetlands and buffers for the purpose of wetland mitigation. **Any changes to this easement will be reviewed and approved by the City of New Smyrna Beach.**

10. SIGNAGE.

Exhibit D, Signage Plan will comply with the City of New Smyrna Beach LDR Sign Standards.

11. DECLARATION OF RESTRICTIVE COVENANT AS TO USE.

Declarant is the fee owner of the real property, located in the City of New Smyrna Beach, Florida, which legal description is attached hereto as Exhibit "A" (the "Property");

It is the intent of the Declarant to place a restrictive covenant as to the Property for the benefit of the present or subsequent owners of the Property and the School District of Volusia County (the "District"); and

It is the intent of the Declarant for the Property to be operated as Housing for Older Persons, in compliance with the terms and provisions of the Federal Fair Housing Amendments Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1995, 42 U.S.C. §3607, as well as the Florida Fair Housing Act, §760.29, Florida Statutes."

The Declarant does hereby declare that each and every residential parcel of the Property is hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any lease or- deed of conveyance hereafter made, and one of the express conditions thereof, and that said restrictions and limitations are intended to be, and shall be taken as covenants that run with the land, and shall be as follows:

DEFINITIONS

"Owner" shall mean and refer to one or more persons or entities who hold the record title to the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

"Property" shall mean and refer to the real residentialproperty described in Exhibit "A" attached hereto.

"Community" refers to HIDDEN LAKES VILLAGE PUD - 55+ COMMUNITY

Unit Owner" shall mean the owner of a residential lot located on the Property.

"Older Persons" shall mean persons 55 years of age and older, as further defined in Section 760.29(4)(b)(3), Fla. Stat.

The Owner, whether Declarant or its successor or assigns, shall comply with the restrictive covenant set forth herein.

Prohibition Against Minors. In no event shall any person under the age of eighteen (18) years reside within any dwelling unit located on the Property as a permanent resident.

Duration. The restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Owner, the Unit Owners, and the District, for a period of thirty (30) years from the date of execution. Declarant or its assigns may elect to tenninate the restrictive covenant by providing written notice to the District of the intent to terminate. Upon termination, Declarant or its assigns shall pay to the District school impact fees calculated based on the rates as of the date of termination. Failure of the Declarant or its assigns to pay said school impact fees shall be handled in the same manner as a violation or failure to comply with the restrictive covenant pursuant to Section 3.2, herein.

Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Owners, Unit Owners, City of New Smyrna Beach, or the District, against any person or persons violating or attempting to violate or circumvent these restrictions, either to restrain violation or to recover damages, and against the land. Failure by the Owner, Unit Owners, or the Volusia County School District to enforce such restrictions herein contained for any period ohime shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of restricting residency to permanent residents over eighteen (18) years of age.

Designation. The community is designated and marketed as a 55+ community.

12. VARIANCES REQUESTED/GRANTED.

A. The Developer is requesting the following variences: N/A

B. The Planning and Zoning Board has granted the following variances for this development:: N/A

C. The City Commision has granted the following variances for this development: N/A

13. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

B. Application shall be submitted for all construction permits for the development, or for the first phase of a phased development, within 12 months of the approval of this Agreement by the City Commission. The filing of an appeal of the land development order by any person shall toll the time for permitting until final resolution of the appeal. If development is phased, application for construction permits for subsequent phases shall be submitted within 24 months from the date of initial approval.

C. Construction of Phase 1 shall be substantially complete within 3 years of the approval of this Agreement. Construction of all other phases must be substantially complete within 5 years of the initial approval of this Agreement.

D. Two 12-months extensions of the scheduled application or completion dates may be permitted as a minor modification to this Agreement.

E. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

14. MINOR MODIFICATIONS

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Unit Development approval process;

(2) Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:

a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;

b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;

d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;

e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 10%;

b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;

c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and

d) Modifications that would unduly impact public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the a greement.

D. Approved modifications shall be noted on the official plan documents.

15. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

B. In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to this Agreement, agree as follows:

(1) The property owners' associations established pursuant to Section 7 above shall be authorized to represent and execute amendments to the Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.

(2) If the property owners' associations fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this Agreement or applicable law.

(3) For purposes of this section, a lot is "directly impacted" by an amendment to this Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.

C. No property owner other than one who actually executes an amendment shall be deemed to have waived his or her right to challenge a proposed or executed amendment in the same manner that an affected property owner may challenge zoning or related lot specific changes for property which is not subject to a planned development agreement. Such challenges include: (i) objections to a proposed amendment before the City Planning and Zoning Board or City Commission, (ii) seeking certiorari review or injunctive action in relation to the adoption of such amendment as provided by law, or (iii) consistency challenges as provided for in Section 163.3215, Fla. Stat., or any successor provision.

16. VARIANCES.

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to the property owners associations representing all property owners within the planned development. No

such variance shall be deemed to require formal amendment to this Agreement.

17. MAINTENANCE OF DEVELOPMENT STANDARDS.

All development within the Property, whether privately owned or common area, shall continue to be bound by the standards set forth in this Agreement and any approved modifications or amendments, and applicable LDRs, and shall be maintained in compliance with the requirements. This requirement shall be subject to enforcement by the Code Enforcement Board or Special Magistrate, with all remedies as provided in Ch. 162, Florida Statutes.

18. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

19. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

20. VENUE AND SEVERABILITY.

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[Signature pages following]

Signed, sealed and delivered in the presence of:

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

By: _____
, Mayor

_____
Witness 1

_____
Print Name of Witness 1

Attest:

By: _____
, City Clerk

_____
Witness 2

_____
Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this_____day of _____, 201_ by_____and_____, Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

[OWNER]

_____
Witness 1

_____
Print Name of Witness 1

By:_____
Name:
Title:

Date: _____

_____
Witness 2

_____
Print Name of Witness 2

[Corporate Seal]

Signed, sealed and delivered in the presence of:

[OWNER]

_____
Witness 1

_____
Print Name of Witness 1

_____
Witness 2

_____
Print Name of Witness 2

By: _____
Name:
Title:
Date:

[Corporate Seal]

Signed, sealed and delivered in the presence of:

[DEVELOPER, IF DIFFERENT FROM OWNER]

_____
Witness 1

_____
Print Name of Witness 1

_____
Witness 2

_____
Print Name of Witness 2

By:_____
Name:
Title:

Date: _____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this day of_____, 2019, by_____as_____of_____, referred to in this agreement as "Owner." He or she is [_] personally known to me or [_] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

STATE OF _____ COUNTY OF __

The foregoing instrument was acknowledged before me this day of_____, 2019, by_____as_____of_____, referred to in this agreement as "Developer". He/she is personally known to me and did not take an oath.

_____
Notary Public
Commission No: _____

Approved as to legal form:

_____
By: Carrie Avallone, City Attorney

[Exhibit pages attached:]

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Concept Development Plan

EXHIBIT C

Architectural Elevations

EXHIBIT D

Signage Plan

EXHIBIT E

Buffer Landscape Plan

EXHIBIT F

Preliminary Plat
(N/A, to be provided as a future submittal)

EXHIBIT G
Kenard Street Right-Of-Way and Drainage Parcels

EXHIBIT A
LEGAL DESCRIPTION (PARCELS 1-8)

Parcel 1

The Southerly 188.16 feet of the Northerly 738.16 feet of the Easterly 208.30 feet of the Westerly 723.30 feet of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 2

The Southerly 92.84 feet of the Northerly 921.00 feet of the Easterly 208.30 feet of the Westerly 723.30 feet of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 3

The East 45 feet of the West 465 feet of the North 71 feet of the South 420 feet of the Southwest 1/4 of the Northeast 1/4 and the North 199 feet of the South 349 feet of the East 150 feet of the West 570 feet of the Southwest 1/4 of the Northeast 1/4, all in Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 4

The South 75 feet of the East 303.3 feet of the West 723.3 feet of the Southwest 1/4 of the Northeast 1/4 and the South 399.0 feet of the East 103.3 feet of the West 723.3 feet of the Southwest 1/4 of the Northeast 1/4, all in Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 5

Part of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida, described as follows: Commence at the Northwest corner said Southwest 1/4 of the Northeast 1/4; thence South 89° 12' East along the North line of said Southwest 1/4 of the Northeast 1/4, 515 feet; thence South 0° 50' West, 738.16 feet for the Place of Beginning; thence North 89° 22' 30" East, 208.3 feet; thence South 1° 34' 30" West, 90.04 feet; thence South 89° 22' 30" West, 207.13 feet, thence North 0° 50' East, 90 feet to the Place of Beginning.

Parcel 6

The Southerly 308.00 feet of the Northerly 550.00 feet of the Easterly 208.30 feet of the Westerly 723.30 feet of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 7

The South 420 feet of the West 420 feet thereof, in the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 8

A portion of the Southwest 1/4 of the Northwest 1/4, Section 12, Township 17 South, Range 33 East, Volusia County, Florida, described as follows: Commence at the Southwest corner of said Southwest 1/4 of the Northwest 1/4; thence North 89° 26' 58" East, along the South line of said Southwest 1/4 of the Northwest 1/4 as monumented by Upham, Inc., a distance of 433.09 feet for the Point of Beginning; thence North 00° 10' 00" East, a distance of 653.45 feet; thence North 89° 30' 35" East, a distance of 79.26 feet; thence North 89° 44' 04" East, a distance of 788.78 feet to the East line of said Southwest 1/4 of the Northwest 1/4 as long monumented and occupied; thence South 01° 14' 56" West, along said East line of the Southwest 1/4 of the Northwest 1/4 as long monumented and occupied, a distance of 649.71 feet to said South line of the Southwest 1/4 of the Northwest 1/4 as monumented by Upham, Inc.; thence South 89° 26' 58" West, along said South line of the Southwest 1/4 of the Northwest 1/4 as monumented by Upham, Inc., a distance of 855.81 feet to the Point of Beginning.

EXHIBIT A
LEGAL DESCRIPTION (PARCELS 9, 10, 12, 13, 14)

Parcel 9

The Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida, together with a 18 foot non-exclusive easement for ingress and egress over and across the Easterly 18 feet of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 10

The East 191 feet of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida, except the North 180 feet, together with a non-exclusive easement for road over the East 25 feet of the North 180 feet of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 12

Part of the Northeast 1/4 of Northwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida, being more particularly described as follows:

Begin on th ast line of said Northeast 1/4 of the Northwest 1/4 of Section 12 at a point in which is 491 feet North of the Southeast corner of said Northeast 1/4 of the Northwest 1/4 of Section 12; thence South 74° 27' 40" West a distance of 323.17 feet; thence North 0° 49' 08" East, a distance of 60.00 feet; thence South 89° 33' 54" West, a distance of 22.19 feet; thence North 36° 52' 40" East, a distance of 234.95 feet; thence North 75° 51' 19" East, a distance of 34.09 feet; thence North 42° 04' 14" East, a distance of 171.06 feet to the West right of way of the Florida East Coast Railroad a 100 feet right of way; thence South 48° 56' 24" East along said West right of way, a distance of 63.16 feet to the East line of said Northeast 1/4 of the Northwest 1/4; thence South 0° 48' 30 West along said East line a distance of 255.05 feet to the Point of Beginning, less road right of way.

Also less:

That certain property more particularly described as follows: Commence on the East line of said Northeast 1/4 of the Northwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia Country, Florida, at a point which is 491 feet North of the Southeast corner of said Northeast 1/4 of the Northwest 1/4 of Section 12; thence South 73° 39' 00" West, a distance of 323.20 feet; thence North 60.00 feet; thence West 21.55 feet for the Point of Beginning of said overlap; thence continue West 0.25 feet; thence North 36° 04' 00" East, a distance of 234.36 feet; thence North 75° 02' 29" East, a distance of 1.98 feet; thence South 36° 19' 09 West, a distance of 234.75 feet to the Point of Beginning.

Parcel 13

The East 150 feet of the West 570 feet of the North 75 feet of the South 150 feet of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 14

The South 2.0 acres of the East 1/2 of the Southeast 1/4 of the Northwest 1/4, except the East 191 feet thereof, of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

And also- That portion of South Golf Lake Dr. lying south of North Golf Lake Dr.

(See graphic illustration for that portion of South Golf Lake Dr. lying south of North Golf Lake Dr. on page 21)

Exhibit showing portion of South Golf Lake Drive Right of Way to be included in the Master Development Agreement for Hidden Lakes Village

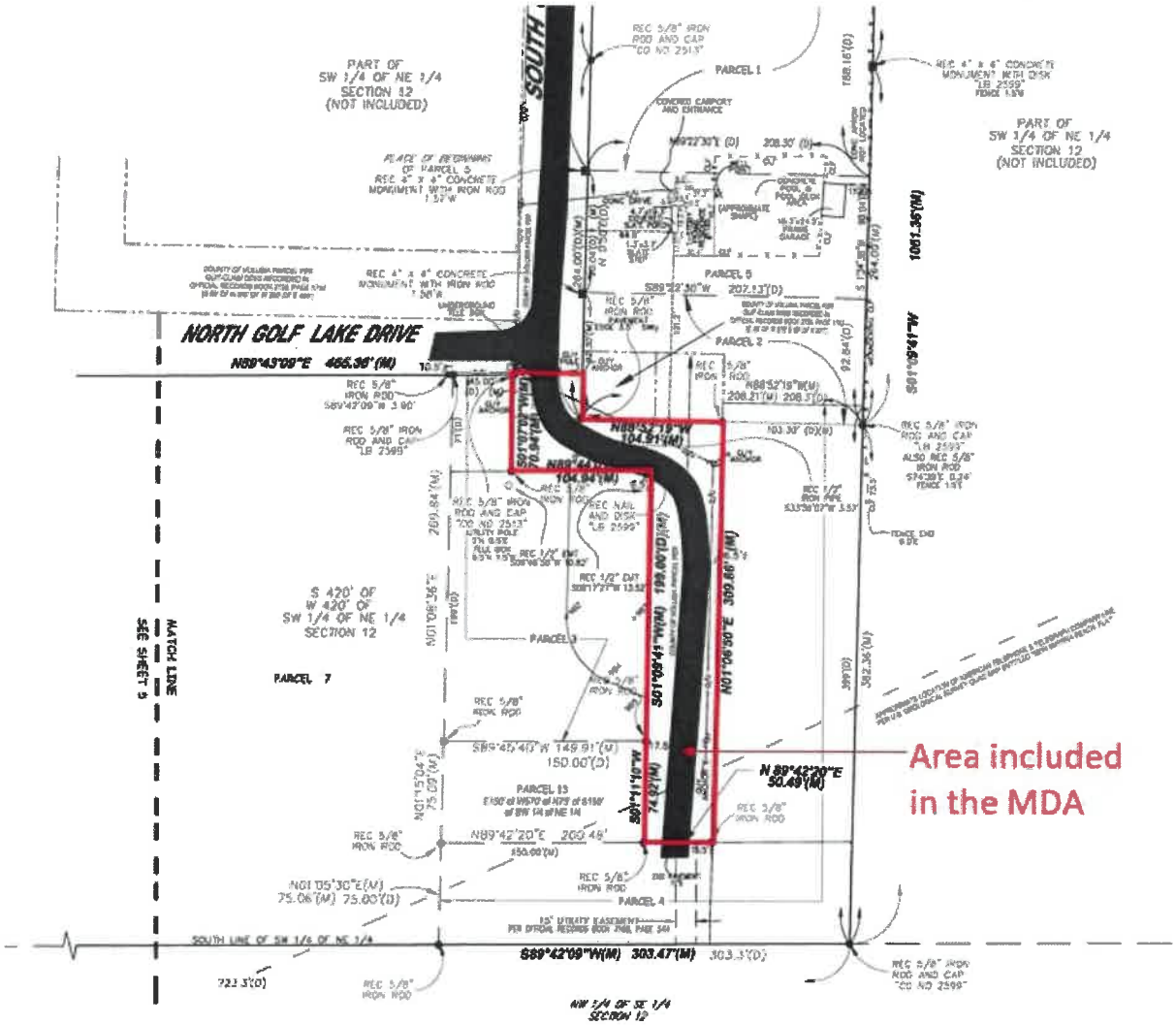


EXHIBIT B
CONCEPT DEVELOPMENT PLAN

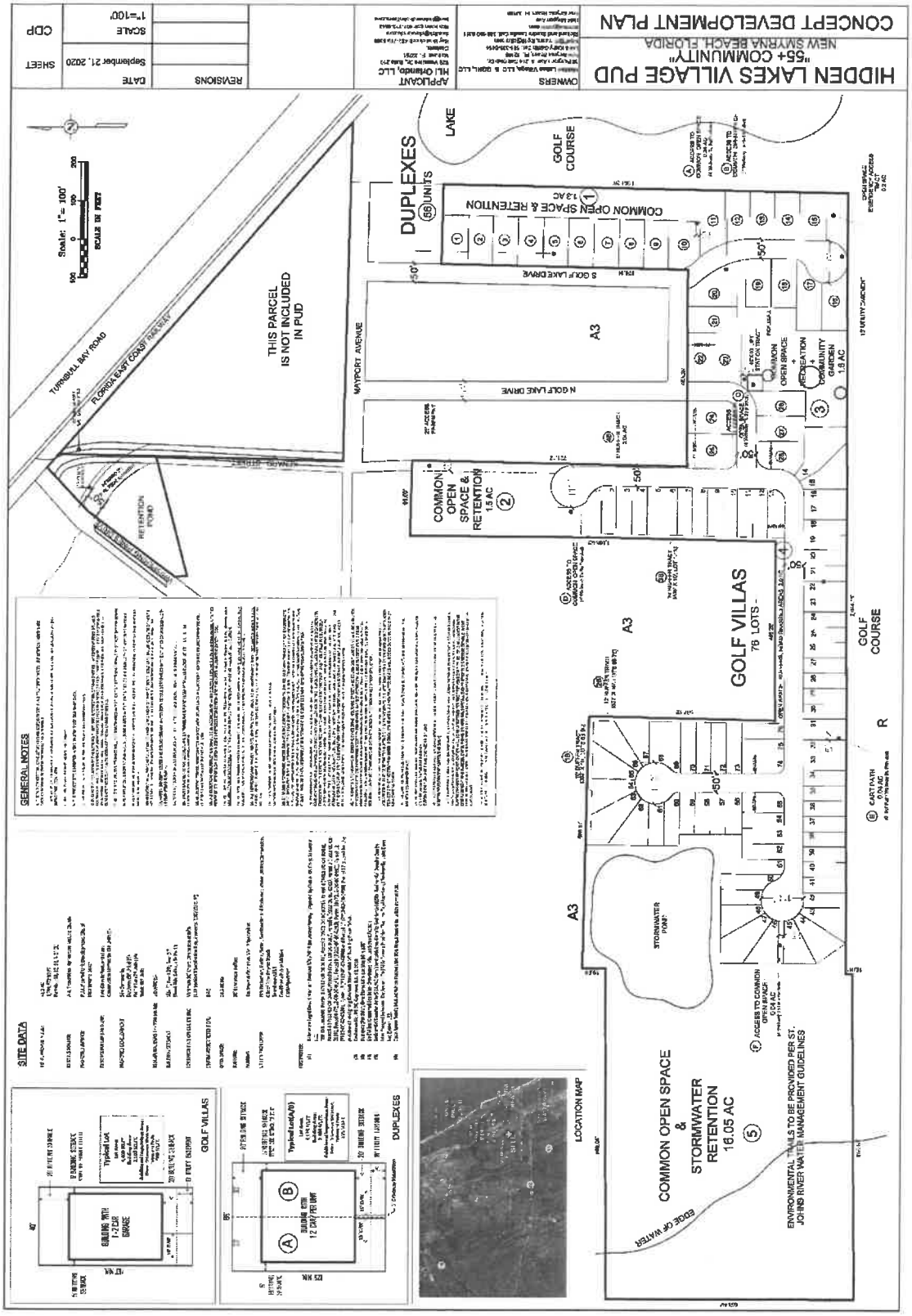


EXHIBIT C
ARCHITECTURAL ELEVATIONS



GOLF VILLAS



DUPLEXES

EXHIBIT D
SIGNAGE PLAN

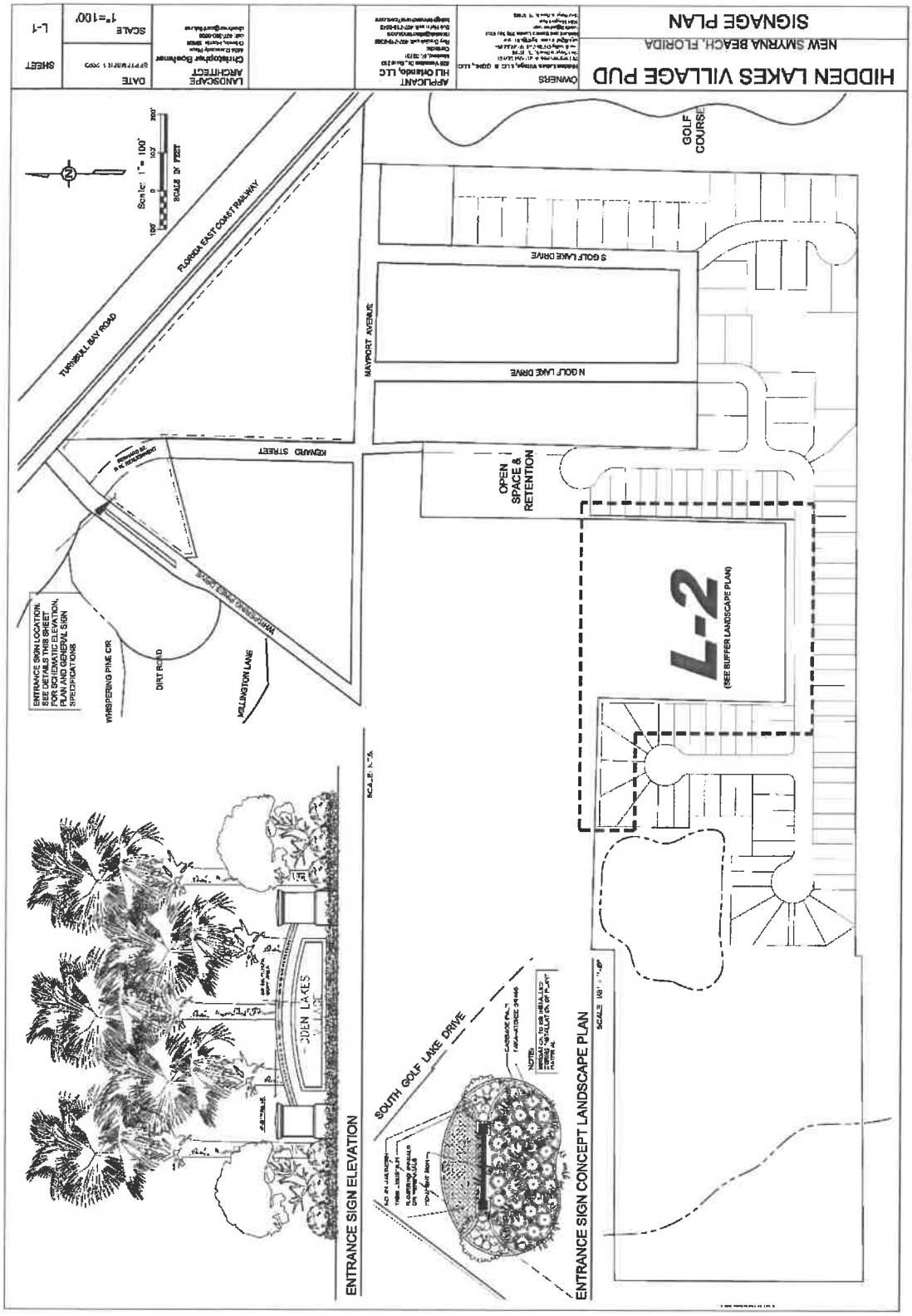


EXHIBIT E
BUFFER LANDSCAPE PLAN

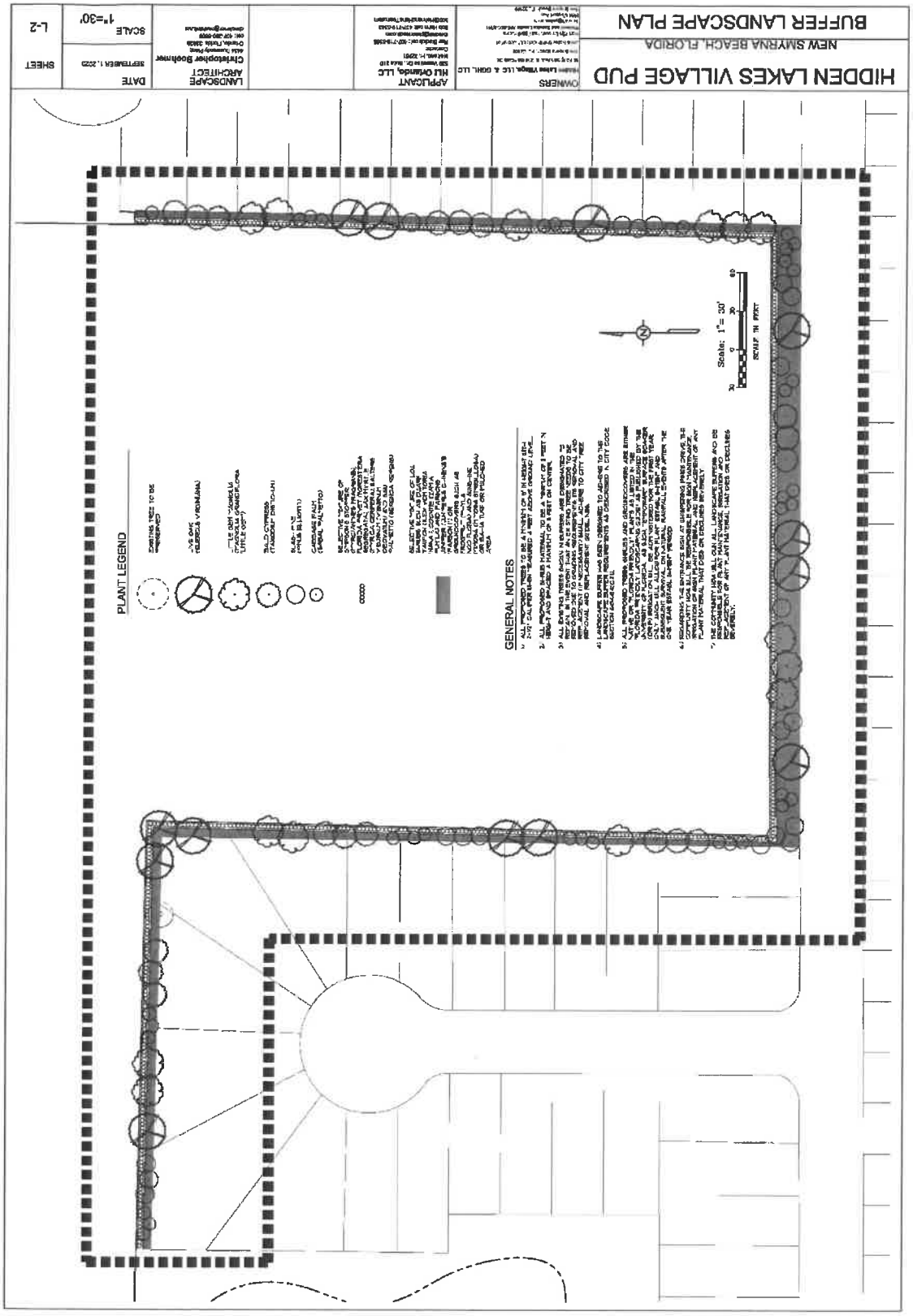
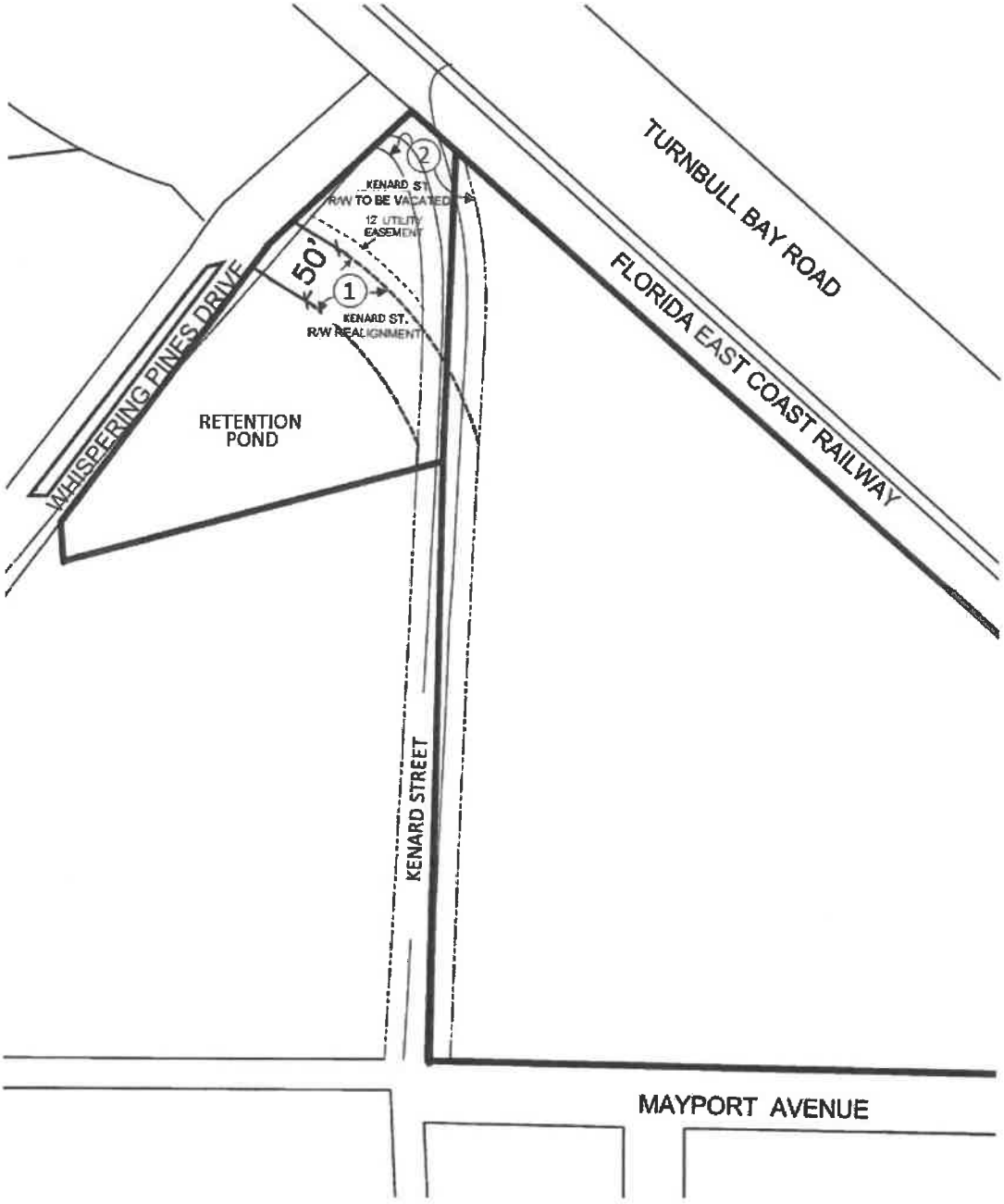


EXHIBIT F
PRELIMINARY PLAT ("N/A, TO BE PROVIDED AS A FUTURE SUBMITTAL")

EXHIBIT G
KENARD STREET RIGHT-OF-WAY AND DRAINAGE PARCELS



THE CITY OF NEW SMYRNA BEACH - PLANNING & ZONING

ORDINANCE NO. 01-21: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD ANNEX APPROXIMATELY 2.85 ACRES OF LAND LOCATED UNDER ONE PARCEL ADDRESSED AS 345 CORBIN PARK ROAD.

January 26, 2021

Background:

Applicant: A. Joseph Posey, Esq., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114

Property Owner: Brilliance North Dixie, LLC, 1055 North Dixie Freeway, STE 1, Nev Smyrna Beach, Florida 32168

Request: Voluntary annexation:

- **From:** Un-incorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 2.85 acres
- **Location:** South of State Road 44, along the east side of Corbin Park Road north of Patty Road.

Tax I.D. Number: 7343-08-00-0580 (345 Corbin Park Rd).

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.

The subject property is within the annexation area designated in the ISBA. The subject property is currently developed with two (2) single family houses. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. The existing land uses are shown on the map attached as **Exhibit C.**

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. The existing County FLU designation is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family. The proposed City FLU designation is Medium Density Residential. The proposed City zoning designation is R-2, 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).** These parcels that are located on Corbin Park Road have an eight (8) inch PVC water line in the Corbin Park Right-of-Way. Since these properties are behind the new Tractor Supply, Sewer service is available but reclaim service is 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. Since these properties along Corbin Park Road are partially developed with no application to increase density for this property, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 4 is attached as **Exhibit F**.

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

At its regularly scheduled meeting on November 9, 2020, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to approve the annexation application.

Staff recommends the City Commission **approve** the requested annexation.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

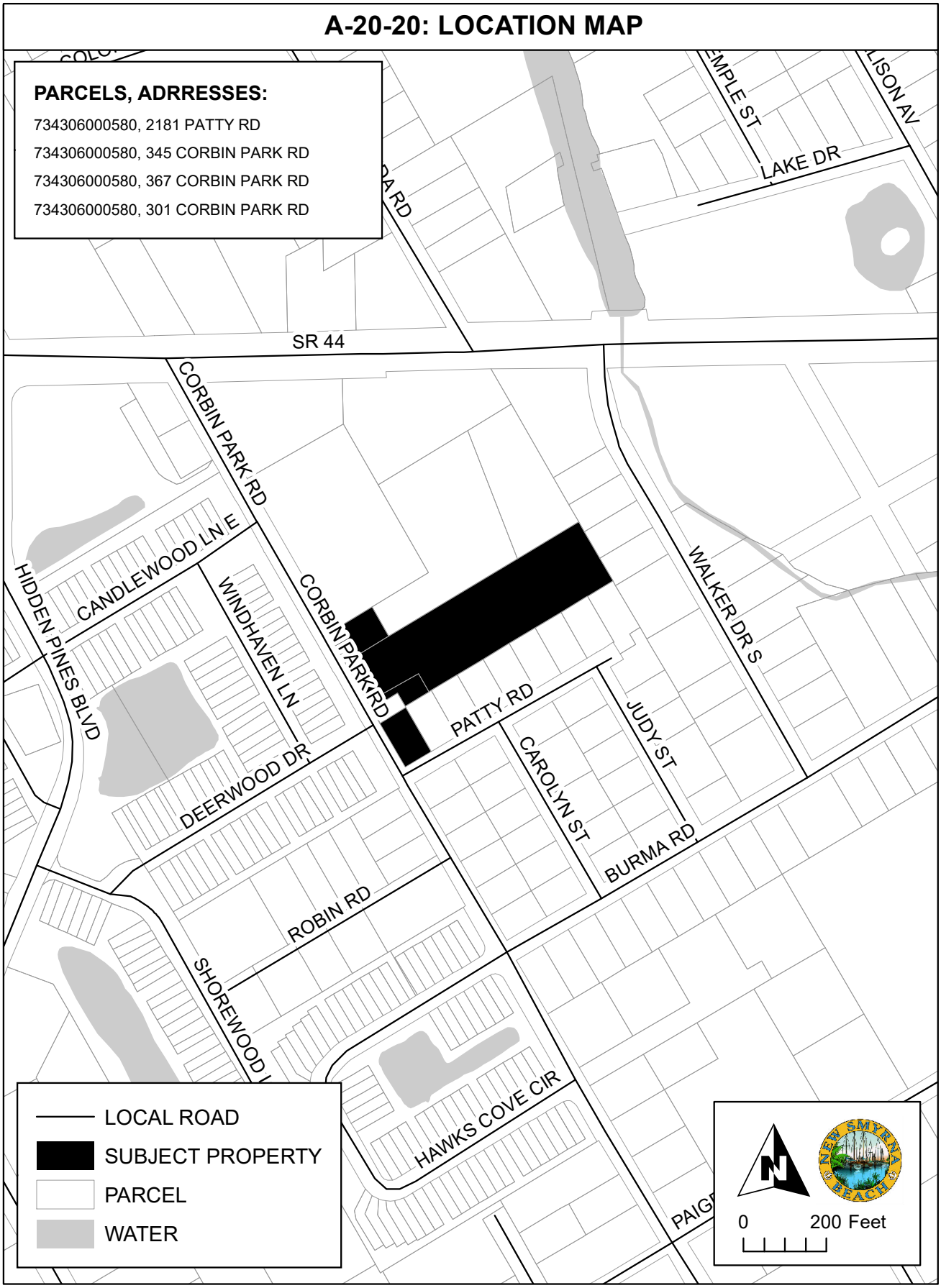
Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

A-20-20 Exhibit A Location Map2.pdf
A-20-20 Exhibit B Aerial Map2.pdf
A-20-20 Exhibit C Existing Land Use.pdf
A-20-20 Exhibit D Water and Sewer Service Area.pdf
A-20-20 Exhibit E Soil Limitation for Septic Systems.pdf
A-20-20 Exhibit F Commission Zones.pdf
Owner Authorization.pdf

LEGAL DESCRIPTION COMBINED2.pdf
Survey.pdf
A-20-20 Interlocal Service Boundary Agreement2.pdf
Ord 01-21 Annex 345 Corbin Park Rd.pdf

A-20-20: LOCATION MAP

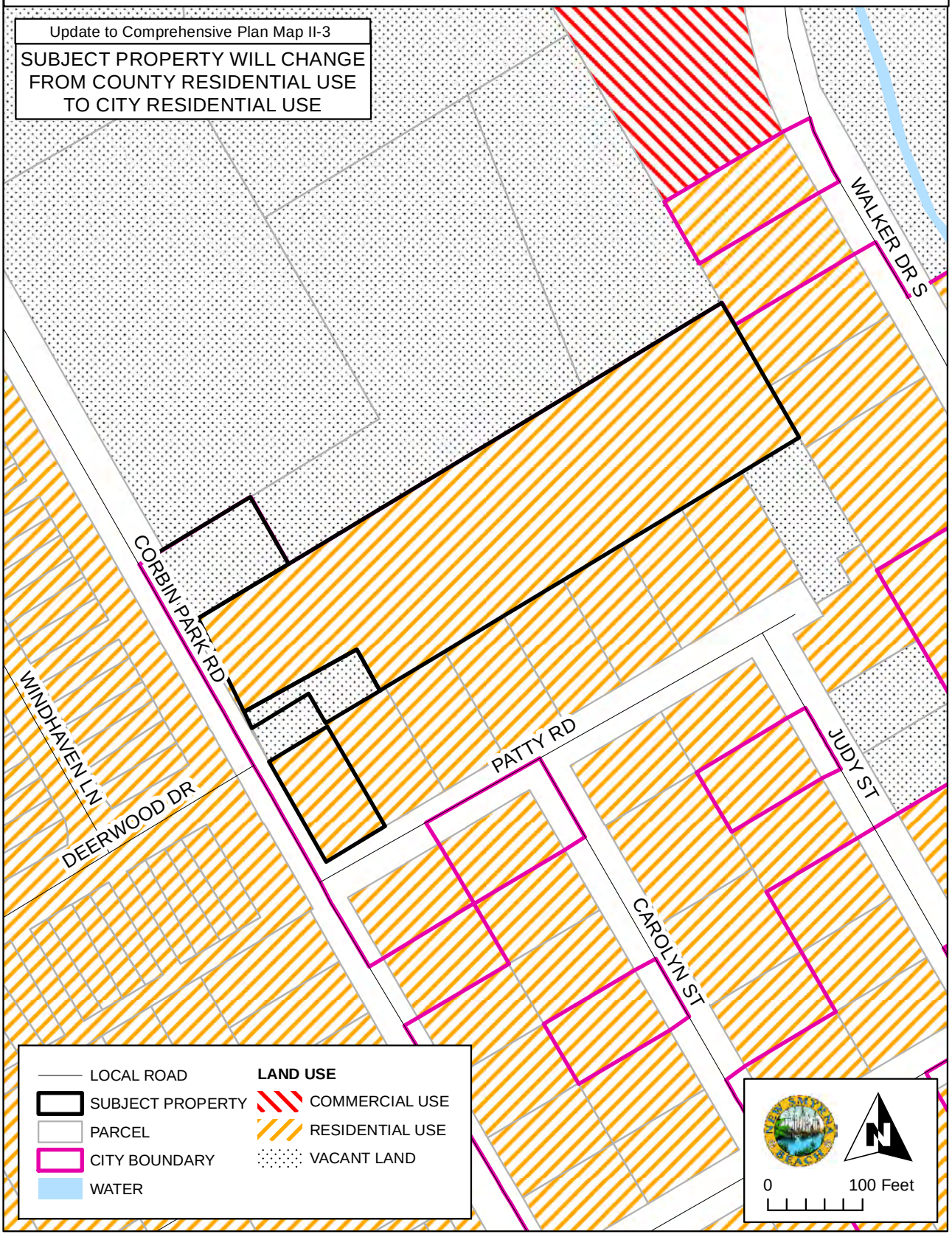


A-20-20: AERIAL MAP



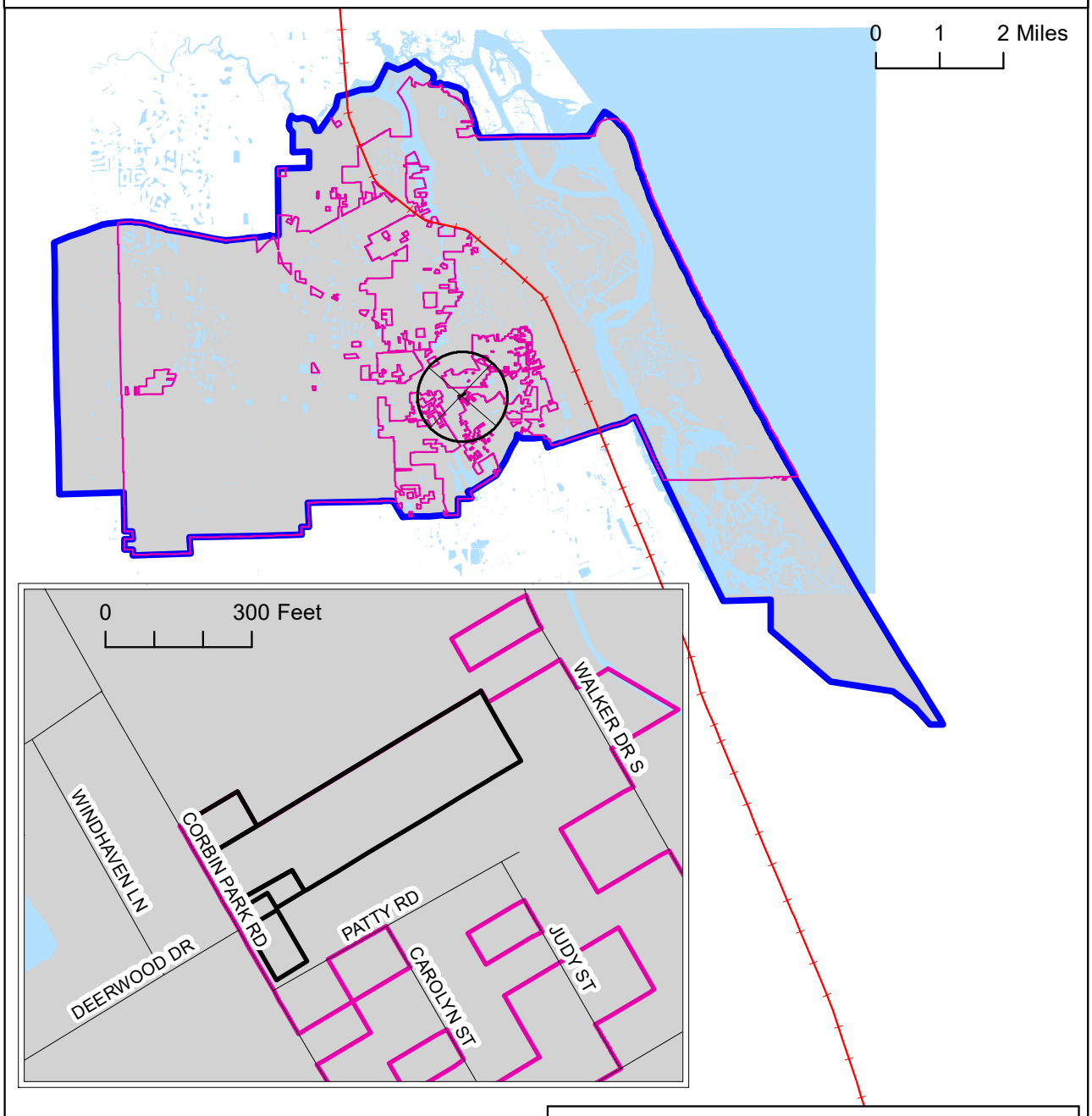
EXISTING LAND USE DESIGNATIONS

A-20-20



WATER AND SEWER SERVICE AREA

A-20-20



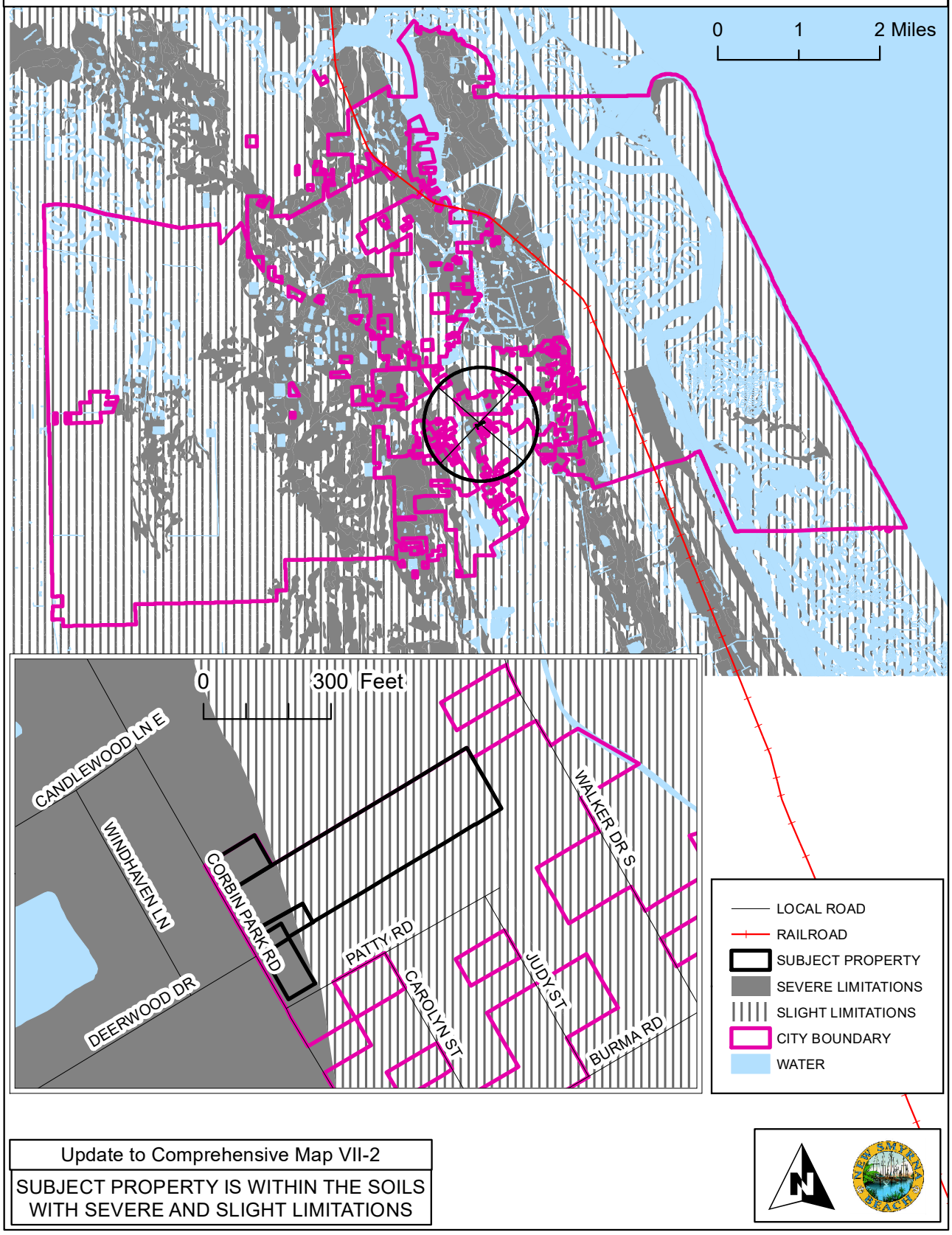
Update to Comprehensive Plan Map VII-1

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-20-20

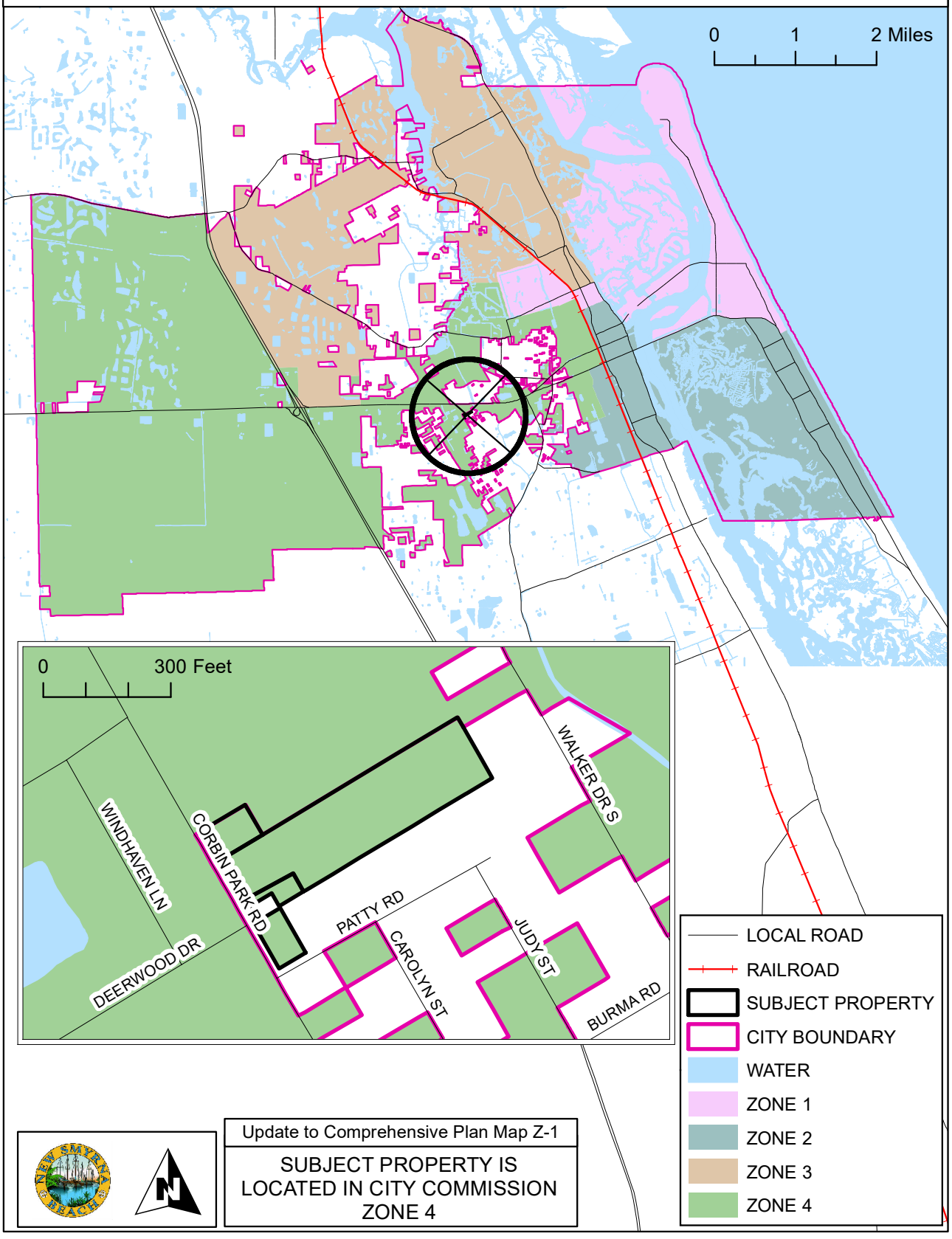


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE AND SLIGHT LIMITATIONS

COMMISSION ZONES

A-20-20



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4

NOTARIZED AUTHORIZATION OF OWNER

I, Rajesh Ailani, Individually and as Manager of Brilliance North Dixie, LLC (hereinafter "Owner"), fee simple owner of Parcel Nos. 7343-05-00-0010, 7343-06-00-0580, 7343-06-00-0581 and 7343-08-00-0160 (hereinafter the "Property"), hereby authorize STORCH LAW FIRM, as agent for Owner, to represent me in the annexation, rezoning and future land use amendment for the Property, and all other actions necessary to necessary to accomplish same, and to act as applicant, representing me in City of New Smyrna Beach public hearings regarding same.

Rajesh Ailani, Individually and as
Manager of Brilliance North Dixie, LLC

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this 25 day of August 2020, by Rajesh Ailani, Individually and as Manager of Brilliance North Dixie, LLC, who is [✓] personally known to me or [ ] who has produced _____ as identification and who did not take an oath.

ALICIA LYNN WALBORN
Notary Public - State of Florida
Commission # GG 068316
My Comm. Expires Mar 12, 2021
Bonded through National Notary Assn.

NOTARY PUBLIC

Type or print name:
Commission No.:

LEGAL DESCRIPTIONS

301 Corbin Park Road, 345 Corbin Park Road, 367 Corbin Park Road, 2181 Patty Road

Parcel Number – 7343-08-00-0580

ALTKEY - 3731719

LEGAL DESCRIPTIONS

Metes and Bounds Legal Description per Glen Storch PA & Scott's Surveying Services, INC.

BEING A PORTION OF LOT 58, DOUGHERTY'S SUBDIVISION OF THE NAPIER AND HULL GRANT, ACCORDING TO THE PLAT THEREOF RECORDED IN DEED BOOK "M", PAGE 688, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING ALL OF LOT 1, ELLISON HOMES, INC., ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 235, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH WEST CORNER OF LOT 8 AS SHOWN ON THE PLAT OF KENNEDY PARK, RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY 45' TO A POINT MARKED BY A FLORIDA DOT CAPPED IRON ROD (REBAR); THENCE SOUTH 64° 31' 33" WEST A DISTANCE OF 27.53 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 01 ° 30' 28" EAST A DISTANCE OF 25. 73 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29· 45' 11" EAST A DISTANCE OF 672.02 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR) BEING THE POINT OF BEGINNING: THENCE RUN N.58°51'36"E. A DISTANCE OF 122.51 FEET; THENCE RUN S.29°45'11"E. A DISTANCE OF 81.74 FEET; THENCE RUN N.58°55'14"E. A DISTANCE OF 362.90 FEET; THENCE RUN N.58°47'56"E. A DISTANCE OF 173.46 FEET; THENCE RUN S.29°53'06"E. A DISTANCE OF 166.45 FEET TO THE NORTHEASTERLY CORNER OF LOT 9 OF SAID ELLISON HOMES, INC., THENCE RUN S.60°06'54"W. ALONG THE NORTHERLY LINE OF SAID PLAT OF ELLISON HOMES, INC. A DISTANCE OF 149.45 FEET; THENCE RUN S.58°47'19"W.'ALONG THE SAID NORTHERLY LINE 437.04 TO THE NORTHEASTERLY CORNER OF SAID LOT 1, PLAT OF ELLISON HOMES, INC.; THENCE RUN S.30°01'43"E. ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 126.30 FEETTO THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE RUN S.59°00'41 "W. ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 73.22 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 1; THENCE RUN N.29°46'38"W. ALONG WEST LINE OF SAID LOT 1 A DISTANCE OF 121.00 TO THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE RUN N.29°46'38"W. A DISTANCE OF 168.89 FEET;THENCE RUN N.29°39'27"W. A DISTANCE OF 81.73 FEET TO THE POINT OF BEGINNING. CONTAINING 2.85 ACRES MORE OR LESS.

LESS THE FOLLOWING DESCRIBED PARCEL:

PUMP STATION DEDICATION TO THE UTILITIES COMMISSION OF NEW SMYRNA BEACH:

LEGAL DESCRIPTIONS

COMMENCING AT A POINT ON THE NORTH WEST CORNER OF LOT 8 AS SHOWN ON THE PLAT OF KENNEDY PARK, RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY 45° TO A POINT MARKED BY A FLORIDA DOT CAPPED IRON ROD (REBAR); THENCE SOUTH 64° 31' 33" WEST A DISTANCE OF 27.53 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH Of 30° 28" EAST A DISTANCE OF 25.73 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29° 45' 11" EAST A DISTANCE OF 672.02 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29° 19' 05" EAST A DISTANCE OF 81.72 FEET TO A POINT, THENCE SOUTH 29° 46' 38" EAST A DISTANCE OF A 168.89 FEET TO THE POINT OF BEGINNING, SAID POINT MARKED BY A CAST IRON ROD (REBAR); THENCE NORTH 58° 48’ 58” EAST A DISTANCE OF 72.70 FEET TO A POINT; THENCE NORTH 29° 54' 50" WEST A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 58° 48' 50" WEST A DISTANCE OF 70.19 FEET TO A POINT; THENCE SOUTH 26° 18' 59" EAST A DISTANCE OF 40.13 FEET TO THE POINT OF BEGINNING CONTAINING 2857 SQUARE FEET (0.07 ACRES), MORE OR LESS.

BOUNDARY SURVEY
FOR
RAJESH K. AILANI

SECTION 43, TOWNSHIP 17 SOUTH, RANGE 33 EAST
VOLUSIA COUNTY, FLORIDA

SURVEYOR'S NOTES

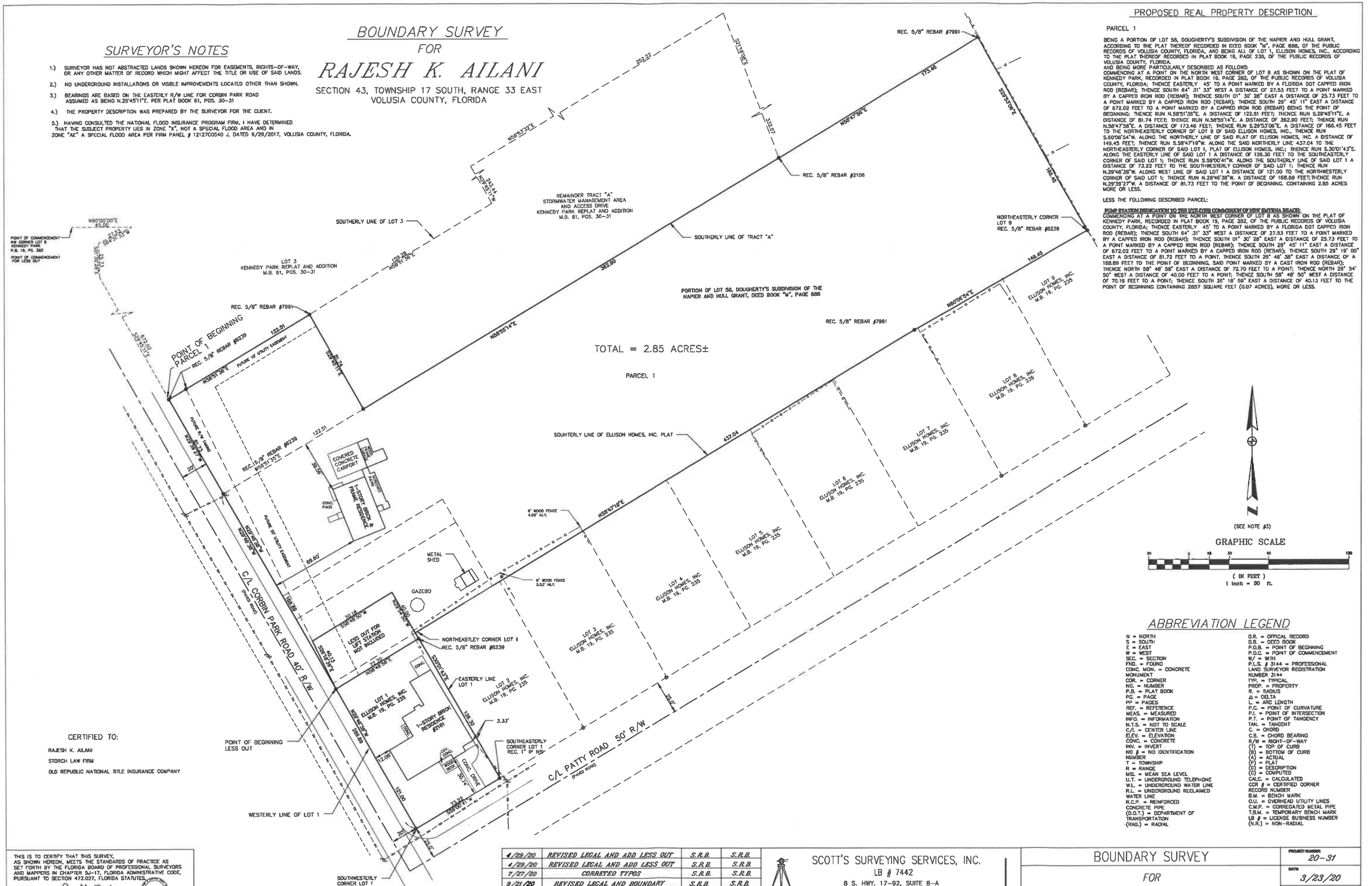
1.) SURVEYOR HAS NOT ABSTRACTED LANDS SHOWN HEREON FOR EASEMENTS, RIGHTS-OF-WAY, OR ANY OTHER MATTER OF RECORD WHICH MIGHT AFFECT THE TITLE OR USE OF SAID LANDS.

2.) NO UNDERGROUND INSTALLATIONS OR VISIBLE IMPROVEMENTS LOCATED OTHER THAN SHOWN.

3.) BEARINGS ARE BASED ON THE EASTERLY R/W LINE FOR CORBIN PARK ROAD ASSUMED AS BEING N.29°45'11"E. PER PLAT BOOK 61, PGS. 30-31

4.) THE PROPERTY DESCRIPTION WAS PREPARED BY THE SURVEYOR FOR THE CLIENT.

5.) HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM FIRM, I HAVE DETERMINED THAT THE SUBJECT PROPERTY LIES IN ZONE "X", NOT A SPECIAL FLOOD AREA AND IN ZONE "AE" A SPECIAL FLOOD AREA PER FIRM PANEL # 12127C0540 J, DATED 9/29/2017, VOLUSIA COUNTY, FLORIDA.



PROPOSED REAL PROPERTY DESCRIPTION

PARCEL 1

BEING A PORTION OF LOT 58, DOUGHERTY'S SUBDIVISION OF THE NAPIER AND HULL GRANT, ACCORDING TO THE PLAT THEREOF RECORDED IN DEED BOOK "M", PAGE 688, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING ALL OF LOT 1, ELLISON HOMES, INC., ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 235, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
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LESS THE FOLLOWING DESCRIBED PARCEL:

PUMP STATION DEDICATION TO THE UTILITIES COMMISSION OF NEW SMYRNA BEACH:
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ABBREVIATION LEGEND

N = NORTH
S = SOUTH
E = EAST
W = WEST
SEC. = SECTION
FND. = FOUND
CONC. MON. = CONCRETE MONUMENT
COR. = CORNER
NO. = NUMBER
P.B. = PLAT BOOK
PG. = PAGE
PP = PAGES
REF. = REFERENCE
MEAS. = MEASURED
INFO. = INFORMATION
N.T.S. = NOT TO SCALE
C/L = CENTER LINE
ELEV. = ELEVATION
CONC. = CONCRETE
INV. = INVERT
NO # = NO IDENTIFICATION NUMBER
T = TOWNSHIP
R = RANGE
MSL. = MEAN SEA LEVEL
U.T. = UNDERGROUND TELEPHONE
W.L. = UNDERGROUND WATER LINE
R.L. = UNDERGROUND RECLAIMED WATER LINE
R.C.P. = REINFORCED CONCRETE PIPE
(D.O.T.) = DEPARTMENT OF TRANSPORTATION
(RAD.) = RADIAL

O.R. = OFFICAL RECORD
D.B. = DEED BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
W/ = WITH
P.L.S. # 3144 = PROFESSIONAL LAND SURVEYOR REGISTRATION NUMBER 3144
TYP. = TYPICAL
PROP. = PROPERTY
R. = RADIUS
Δ = DELTA
L. = ARC LENGTH
P.C. = POINT OF CURVATURE
P.I. = POINT OF INTERSECTION
P.T. = POINT OF TANGENCY
TAN. = TANGENT
C. = CHORD
C.B. = CHORD BEARING
R/W = RIGHT-OF-WAY
(T) = TOP OF CURB
(B) = BOTTOM OF CURB
(A) = ACTUAL
(P) = PLAT
(D) = DESCRIPTION
(C) = COMPUTED
CALC. = CALCULATED
CCR # = CERTIFIED CORNER RECORD NUMBER
B.M. = BENCH MARK
O.U. = OVERHEAD UTILITY LINES
C.M.P. = CORREGATED METAL PIPE
T.B.M. = TEMPORARY BENCH MARK
LB # = LICENSE BUSINESS NUMBER
(N.R.) = NON-RADIAL

CERTIFIED TO:

RAJESH K. AILANI

STORCH LAW FIRM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS SURVEY, AS SHOWN HEREON, MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Scott Bechir

SCOTT BECHIR, P.S.M.
FLORIDA REGISTRATION NUMBER 5807
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

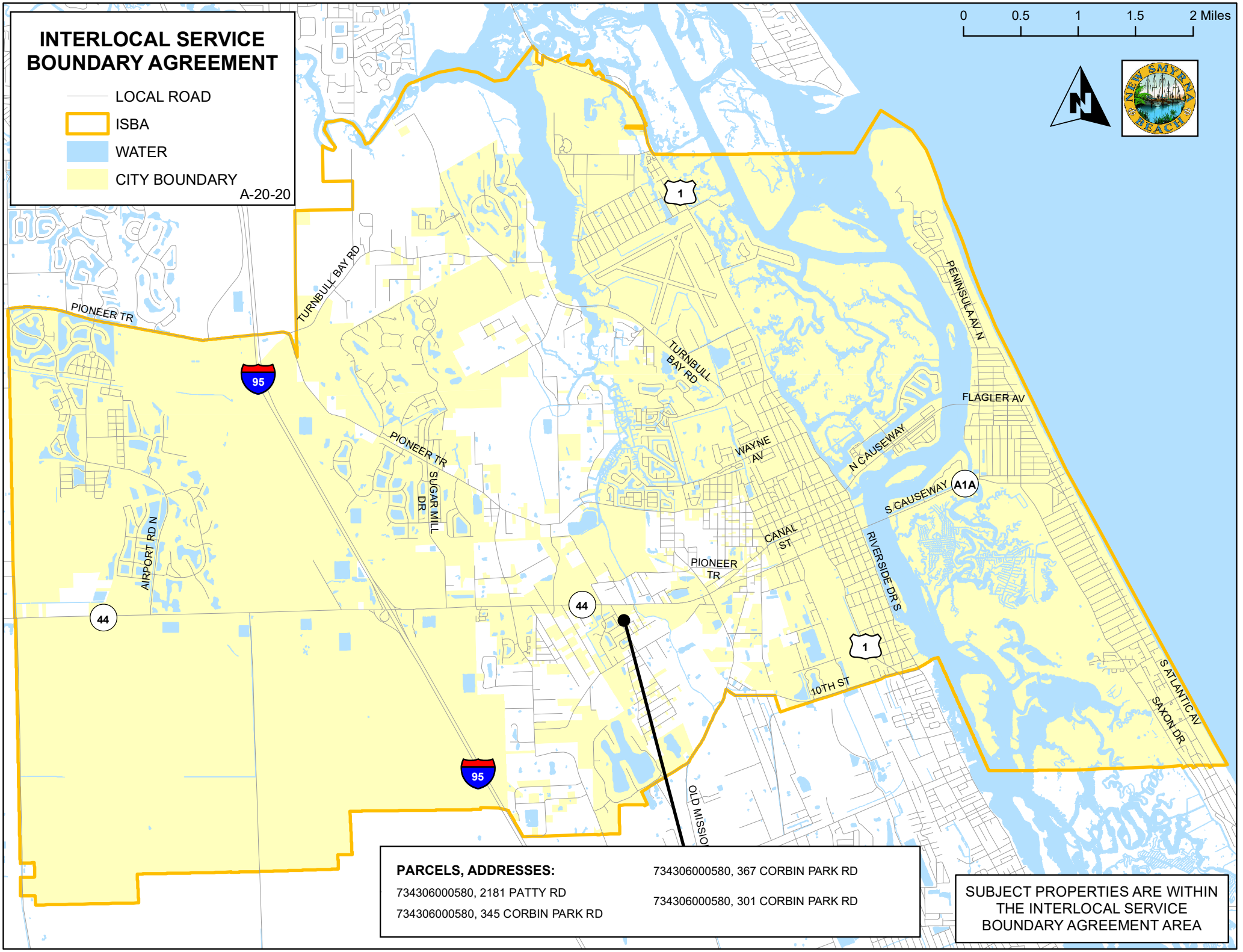
DATE	REVISION	REVISED BY:	CHECKED BY:
4/20/20	REVISED LEGAL AND ADD LESS OUT	S.R.B.	S.R.B.
4/29/20	REVISED LEGAL AND ADD LESS OUT	S.R.B.	S.R.B.
7/27/20	CORRETED TYPOS	S.R.B.	S.R.B.
9/21/20	REVISED LEGAL AND BOUNDARY	S.R.B.	S.R.B.

SCOTT'S SURVEYING SERVICES, INC.
LB # 7442
8 S. HWY. 17-92, SUITE 8-A
DEBARY, FLORIDA 32713
PH. (386) 668-7332 FAX 668-7337

COMPUTED BY:	DRAWN BY:	CHECKED BY:	FIELD BY:	DATE:
S.R.B.	S.R.B.	S.R.B.	B.W.	2/20/20

BOUNDARY SURVEY
FOR
RAJESH K. AILANI
VOLUSIA COUNTY, FLORIDA

PROJECT NUMBER: 20-31
DATE: 3/23/20
SCALE: 1" = 30'
SHEET 1 OF 1


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
WATER
CITY BOUNDARY
A-20-20
0 0.5 1 1.5 2 Miles
N
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION
1
44
95
PARCELS, ADDRESSES:
734306000580, 2181 PATTY RD
734306000580, 345 CORBIN PARK RD
734306000580, 367 CORBIN PARK RD
734306000580, 301 CORBIN PARK RD
SUBJECT PROPERTIES ARE WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

ORDINANCE NO. 01-21

AN ORDINANCE ANNEXING INTO THE CITY OF NEW SMYRNA BEACH 2.9± ACRES OF PROPERTY LOCATED SOUTH OF STATE ROAD 44, EAST OF CORBIN PARK ROAD, NORTH OF PATTY ROAD, ADDRESSED AS 345 CORBIN PARK ROAD; 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, A. Joseph Posey, Esq., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114, Applicant on behalf of Brilliance North Dixie, LLC, 1055 North Dixie Freeway, Suite 1, New Smyrna Beach, Florida 32168 have requested the annexation of 2.9± acres of property located south of State Road 44, east of Corbin Park Road, north of Patty Road; addressed as 345 Corbin Park Road; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on November 9, 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 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 January 26, 2021 at 6:30 p.m. in the Brannon Center, 105 South Riverside Drive, 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: 12/15/2020

EXHIBIT "A"

LEGAL DESCRIPTIONS

301 Corbin Park Road, 345 Corbin Park Road, 367 Corbin Park Road, 2181 Patty Road

Parcel Number – 7343-08-00-0580

ALTKEY - 3731719

LEGAL DESCRIPTIONS

Metes and Bounds Legal Description per Glen Storch PA & Scott's Surveying Services, INC.

BEING A PORTION OF LOT 58, DOUGHERTY'S SUBDIVISION OF THE NAPIER AND HULL GRANT, ACCORDING TO THE PLAT THEREOF RECORDED IN DEED BOOK "M", PAGE 688, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING ALL OF LOT 1, ELLISON HOMES, INC., ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 235, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH WEST CORNER OF LOT 8 AS SHOWN ON THE PLAT OF KENNEDY PARK, RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY 45' TO A POINT MARKED BY A FLORIDA DOT CAPPED IRON ROD (REBAR); THENCE SOUTH 64° 31' 33" WEST A DISTANCE OF 27.53 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 01 ° 30' 28" EAST A DISTANCE OF 25. 73 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29· 45' 11" EAST A DISTANCE OF 672.02 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR) BEING THE POINT OF BEGINNING: THENCE RUN N.58°51'36"E. A DISTANCE OF 122.51 FEET; THENCE RUN S.29°45'11"E. A DISTANCE OF 81.74 FEET; THENCE RUN N.58°55'14"E. A DISTANCE OF 362.90 FEET; THENCE RUN N.58°47'56"E. A DISTANCE OF 173.46 FEET; THENCE RUN S.29°53'06"E. A DISTANCE OF 166.45 FEET TO THE NORTHEASTERLY CORNER OF LOT 9 OF SAID ELLISON HOMES, INC., THENCE RUN S.60°06'54"W. ALONG THE NORTHERLY LINE OF SAID PLAT OF ELLISON HOMES, INC. A DISTANCE OF 149.45 FEET; THENCE RUN S.58°47'19"W.'ALONG THE SAID NORTHERLY LINE 437.04 TO THE NORTHEASTERLY CORNER OF SAID LOT 1, PLAT OF ELLISON HOMES, INC.; THENCE RUN S.30°01'43"E. ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 126.30 FEETTO THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE RUN S.59°00'41 "W. ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 73.22 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 1; THENCE RUN N.29°46'38"W. ALONG WEST LINE OF SAID LOT 1 A DISTANCE OF 121.00 TO THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE RUN N.29°46'38"W. A DISTANCE OF 168.89 FEET;THENCE RUN N.29°39'27"W. A DISTANCE OF 81.73 FEET TO THE POINT OF BEGINNING. CONTAINING 2.85 ACRES MORE OR LESS.

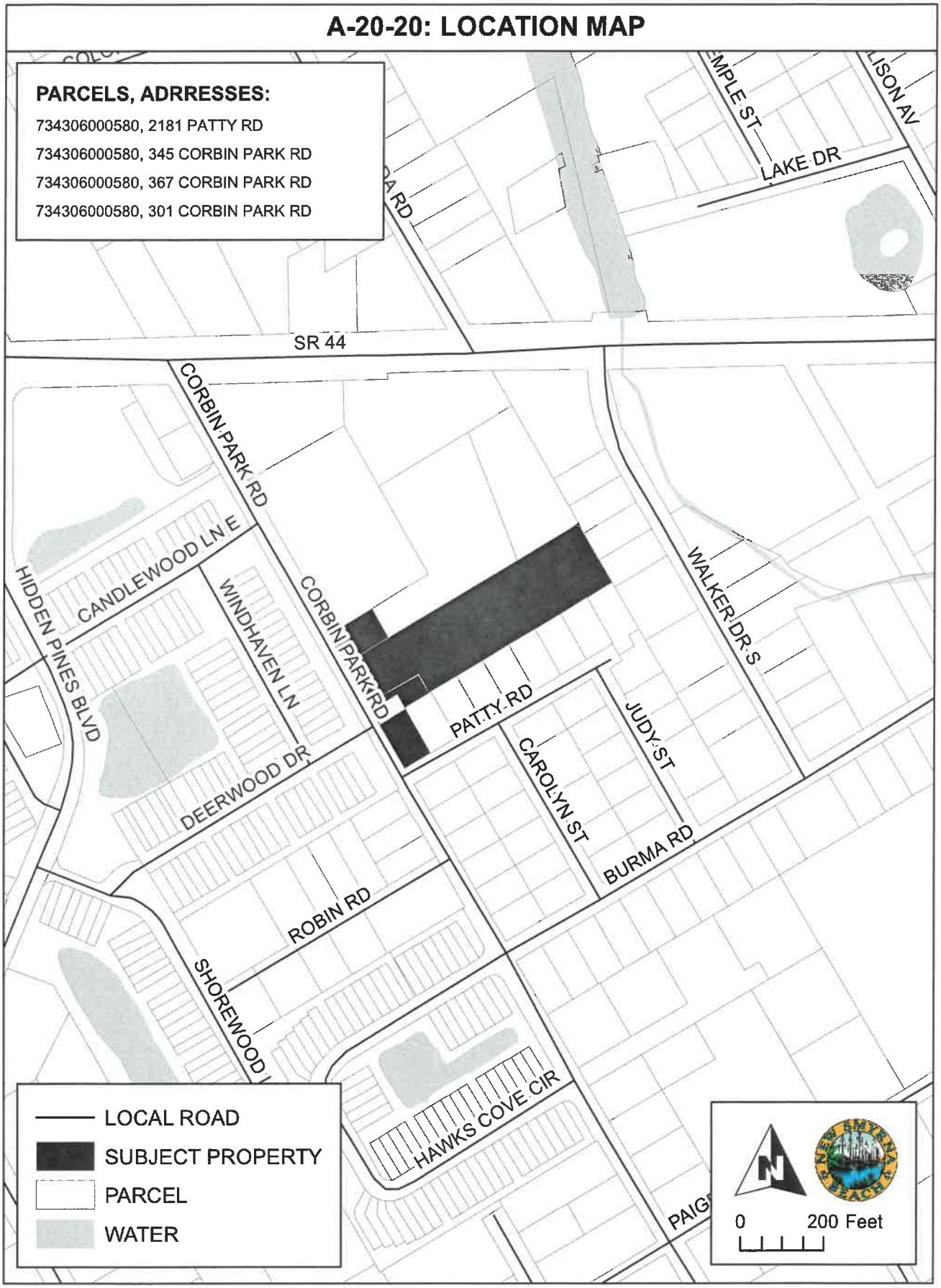
LESS THE FOLLOWING DESCRIBED PARCEL:

PUMP STATION DEDICATION TO THE UTILITIES COMMISSION OF NEW SMYRNA BEACH:

LEGAL DESCRIPTIONS

COMMENCING AT A POINT ON THE NORTH WEST CORNER OF LOT 8 AS SHOWN ON THE PLAT OF KENNEDY PARK, RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY 45° TO A POINT MARKED BY A FLORIDA DOT CAPPED IRON ROD (REBAR); THENCE SOUTH 64° 31' 33" WEST A DISTANCE OF 27.53 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH Of 30° 28" EAST A DISTANCE OF 25.73 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29° 45' 11" EAST A DISTANCE OF 672.02 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29° 19' 05" EAST A DISTANCE OF 81.72 FEET TO A POINT, THENCE SOUTH 29° 46' 38" EAST A DISTANCE OF A 168.89 FEET TO THE POINT OF BEGINNING, SAID POINT MARKED BY A CAST IRON ROD (REBAR); THENCE NORTH 58° 48' 58" EAST A DISTANCE OF 72.70 FEET TO A POINT; THENCE NORTH 29° 54' 50" WEST A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 58° 48' 50" WEST A DISTANCE OF 70.19 FEET TO A POINT; THENCE SOUTH 26° 18' 59" EAST A DISTANCE OF 40.13 FEET TO THE POINT OF BEGINNING CONTAINING 2857 SQUARE FEET (0.07 ACRES), MORE OR LESS.

EXHIBIT "A"


A-20-20: LOCATION MAP
PARCELS, ADRRESSES:
734306000580, 2181 PATTY RD
734306000580, 345 CORBIN PARK RD
734306000580, 367 CORBIN PARK RD
734306000580, 301 CORBIN PARK RD
SR 44
CORBIN PARK RD
CANDLEWOOD LN E
HIDDEN PINES BLVD
WINDHAVEN LN
DEERWOOD DR
PATTY RD
CAROLYN ST
JUDY ST
WALKER DR S
BURMA RD
ROBIN RD
SHOREWOOD
HAWKS COVE CIR
LAKE DR
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
WATER
0
200 Feet

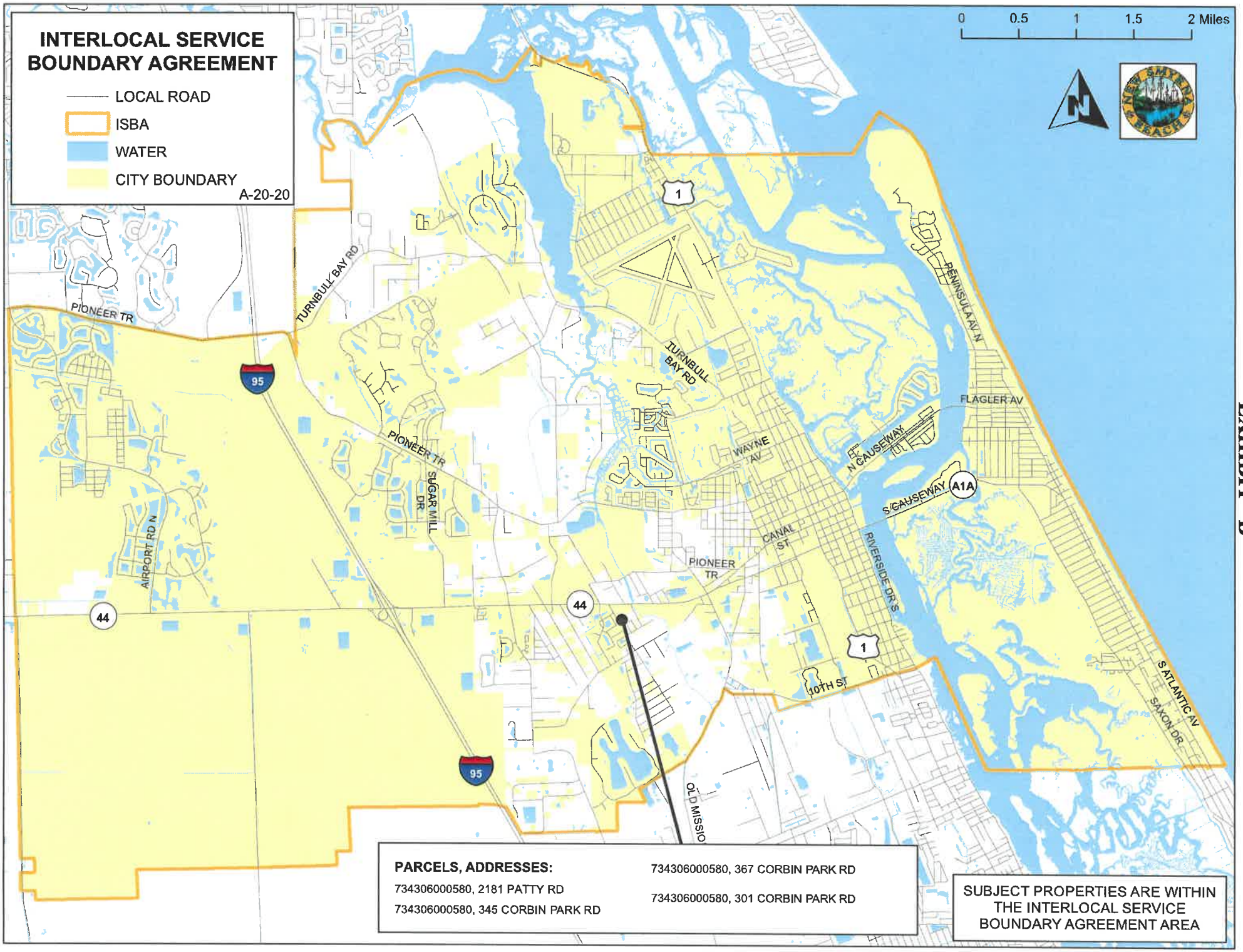
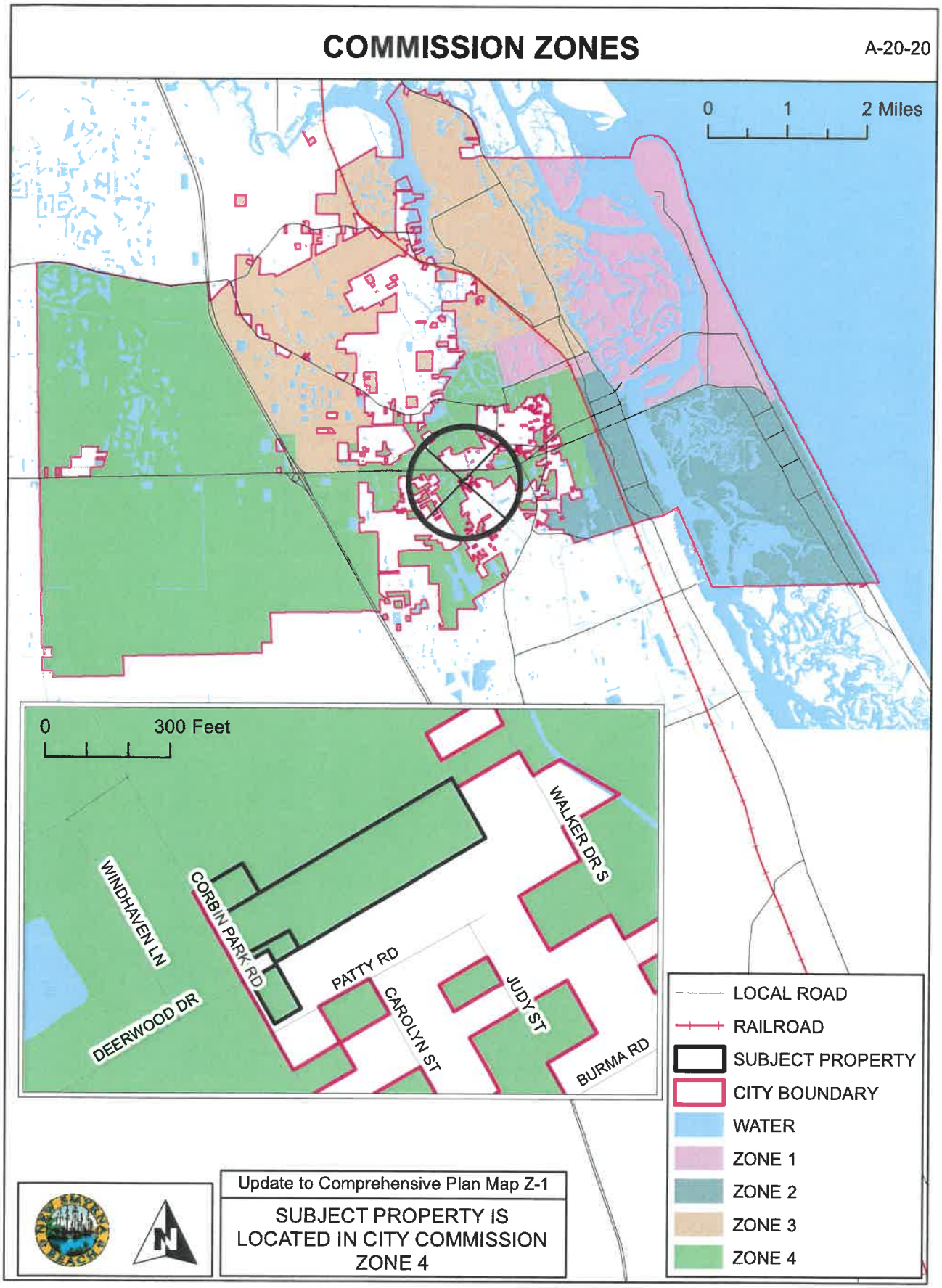

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
WATER
CITY BOUNDARY
A-20-20
0 0.5 1 1.5 2 Miles
PIONEER TR
TURNBULL BAY RD
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSIO
95
44
1
PARCELS, ADDRESSES:
734306000580, 2181 PATTY RD
734306000580, 345 CORBIN PARK RD
734306000580, 367 CORBIN PARK RD
734306000580, 301 CORBIN PARK RD
SUBJECT PROPERTIES ARE WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

EXHIBIT "B"

EXHIBIT "C"


COMMISSION ZONES
A-20-20
0
1
2 Miles
0
300 Feet
WINDHAVEN LN
CORBIN PARK RD
WALKER DR S
PATTY RD
CAROLYN ST
JUDY ST
BURMA RD
DEERWOOD DR
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - PLANNING & ZONING

ORDINANCE NO. 02-21: 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 ON APPROXIMATELY 2.85 ACRES OF LAND, UNDER ONE PARCEL NUMBER ADDRESSED AS 345 CORBIN PARK ROAD AS PART OF AN OVERALL ANNEXATION APPLICATION.

January 26, 2021

Background:

Applicant: A. Joseph Posey, Esq., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114

Property Owner: Brilliance North Dixie, LLC, 1055 North Dixie Freeway, STE 1, Nev Smyrna Beach, Florida 32168

Request: Small Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) designation of Urban Mediun Intensity.

- **To:** City Future land use designation of Medium Density Residential.

Site Information:

- **Size:** 2.85 acres

- **Location:** South of State Road 44, along the east side of Corbin Park Road north of

Patty Road.

Tax I.D. Numbers: 7343-06-00-0580 (345 Corbin Park Rd)

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.

The subject property is within the annexation area designated in the ISBA. The subject property is currently developed with two single family houses. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Uses (FLU) designation of the subject property is shown on the following map as **Exhibit C**. The text descriptions 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 Medium Intensity. The existing County zoning designation is R-4, Urban Single Family. The proposed City FLU designation is Medium Density Residential The proposed City zoning designation is R-2, 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).** These parcels that are located on Corbin Park Road have an eight (8) inch PVC water line in the Corbin Park Right-of-Way. Since these

properties are behind the new Tractor Supply, Sewer service is available but reclaim service is 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. Since these properties along Corbin Park Road are partially developed with no application to increase density for this property, 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 *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

At its regularly scheduled meeting on November 9, 2020, the Planning and Zoning Board voted, 7-0, to give the City Commission a positive recommendation to **approve** requested amendment to the *Comprehensive Plan Future Land Use Map* to City Medium Density Residential as part of an overall annexation application.

Staff recommends the City Commission **approve** the requested amendment to the *Comprehensive Plan Future Land Use Map* to City Medium Density Residential as part of

an overall annexation application.

Fiscal Analysis:
N/A

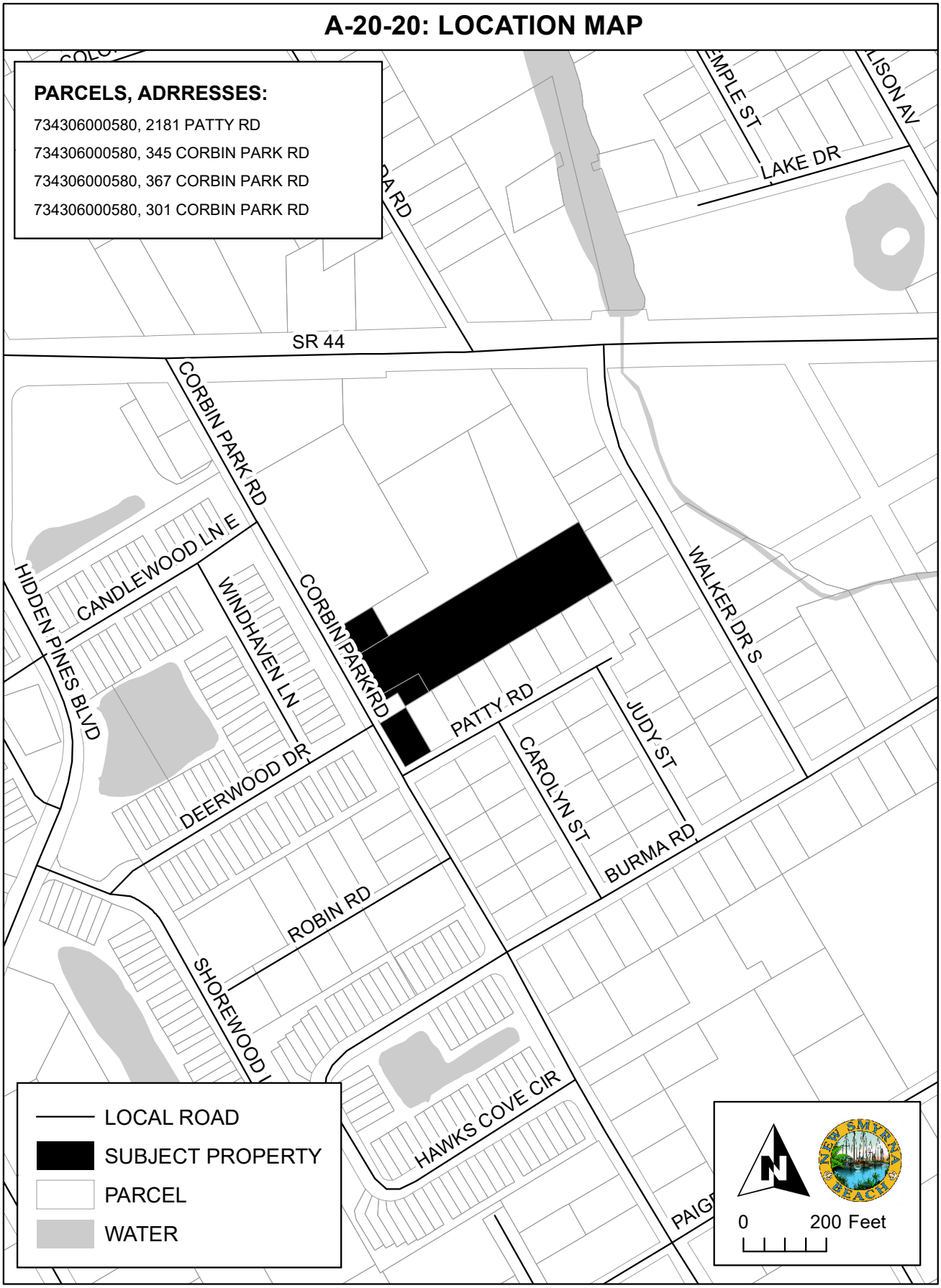
Strategic Plan Item:
No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

A-20-20 Exhibit A Location Map2.pdf
A-20-20 Exhibit B Aerial Map2.pdf
A-20-20 Exhibit C Existing FLU Map.pdf
A-20-20 Exhibit D County FLU Urban Medium Intensity Text.pdf
A-20-20 Exhibit E Existing Land Use.pdf
A-20-20 Exhibit F City FLU Medium Density Residential Text.pdf
A-20-20 Exhibit G Proposed FLU Map.pdf
A-20-20 Exhibit H Water and Sewer Service Area.pdf
A-20-20 Exhibit I Soil Limitation for Septic Systems.pdf
A-20-20 Exhibit J Airport Runway Protection Zones.pdf
A-20-20 Exhibit K Bicycle and Pedestrian Facilities.pdf
A-20-20 Exhibit L Boat Slip Siting.pdf
A-20-20 Exhibit M City Parks.pdf
A-20-20 Exhibit N Coastal High Hazard Areas.pdf
A-20-20 Exhibit O Evacuation Routes.pdf
A-20-20 Exhibit P Existing Traffic Lanes - 2009.pdf
A-20-20 Exhibit Q Number of Traffic Lanes - 2025.pdf
A-20-20 Exhibit R Existing Level of Service - 2009.pdf
A-20-20 Exhibit S Level of Service - 2025.pdf
A-20-20 Exhibit T Flood Prone Areas.pdf
A-20-20 Exhibit V Public Transit Routes.pdf
A-20-20 Exhibit W Commission Zones.pdf
A-20-20 Interlocal Service Boundary Agreement2.pdf
A-20-20 Exhibit U Neighborhood.pdf
Owner Authorization.pdf
Survey.pdf
Ord 02-21 Small Scale 345 Corbin Park Rd.pdf

A-20-20: LOCATION MAP

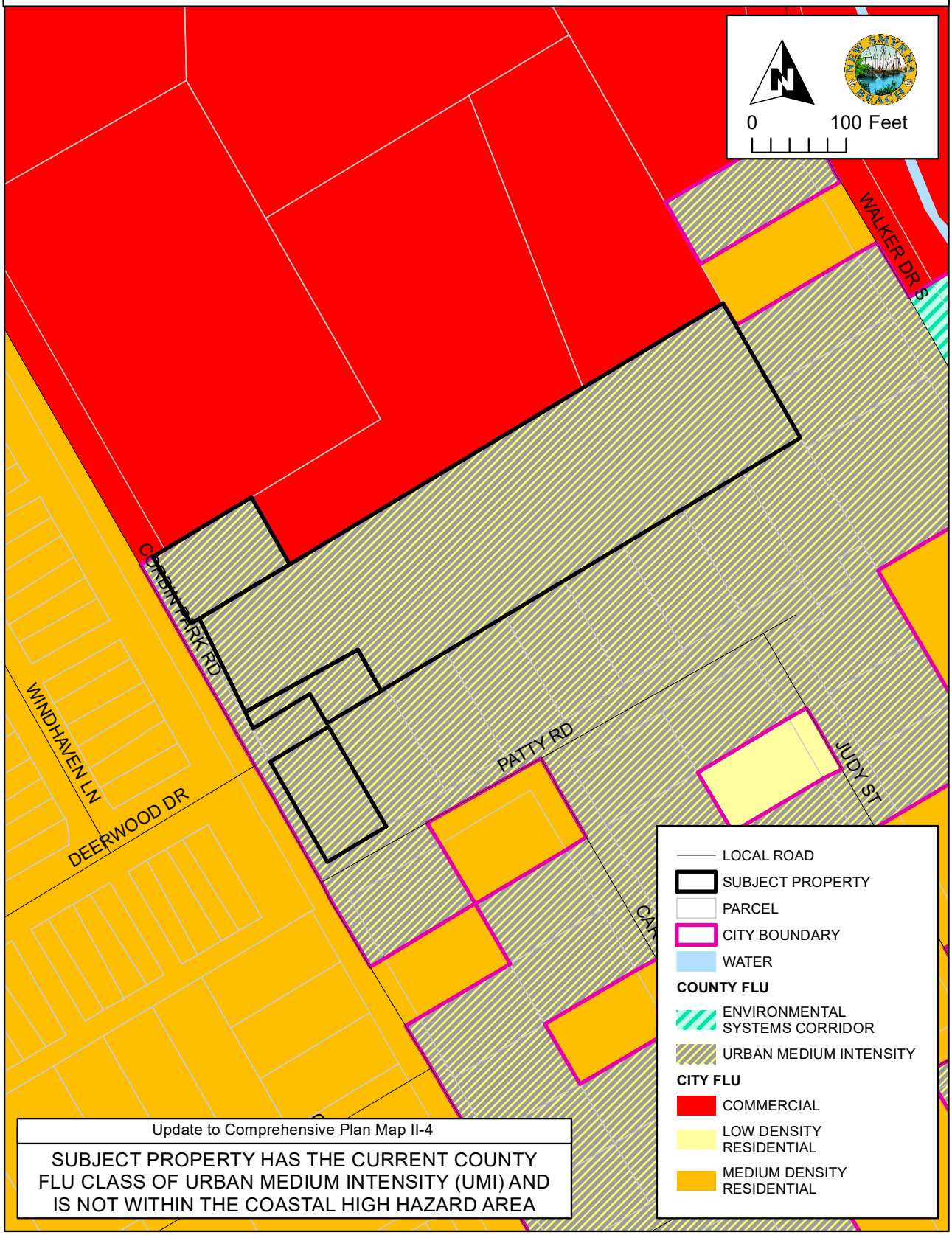


A-20-20: AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-20-20



Update to Comprehensive Plan Map II-4

SUBJECT PROPERTY HAS THE CURRENT COUNTY FLU CLASS OF URBAN MEDIUM INTENSITY (UMI) AND IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

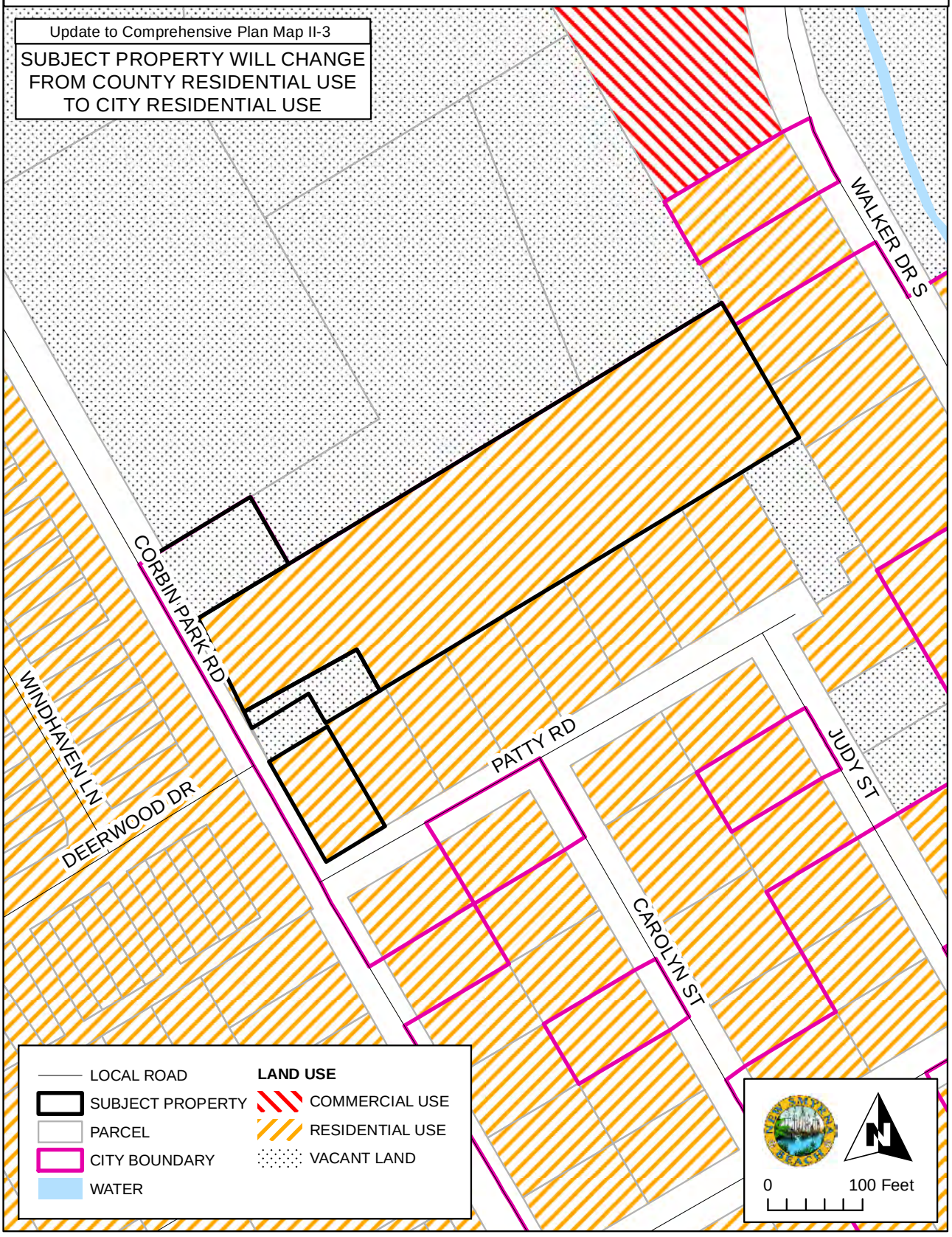
Urban Medium Intensity (UMI) - Areas that contain residential development at a range of greater than four (4) to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses and low-rise apartments.

The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one- quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

EXISTING LAND USE DESIGNATIONS

A-20-20



MEDIUM-DENSITY RESIDENTIAL

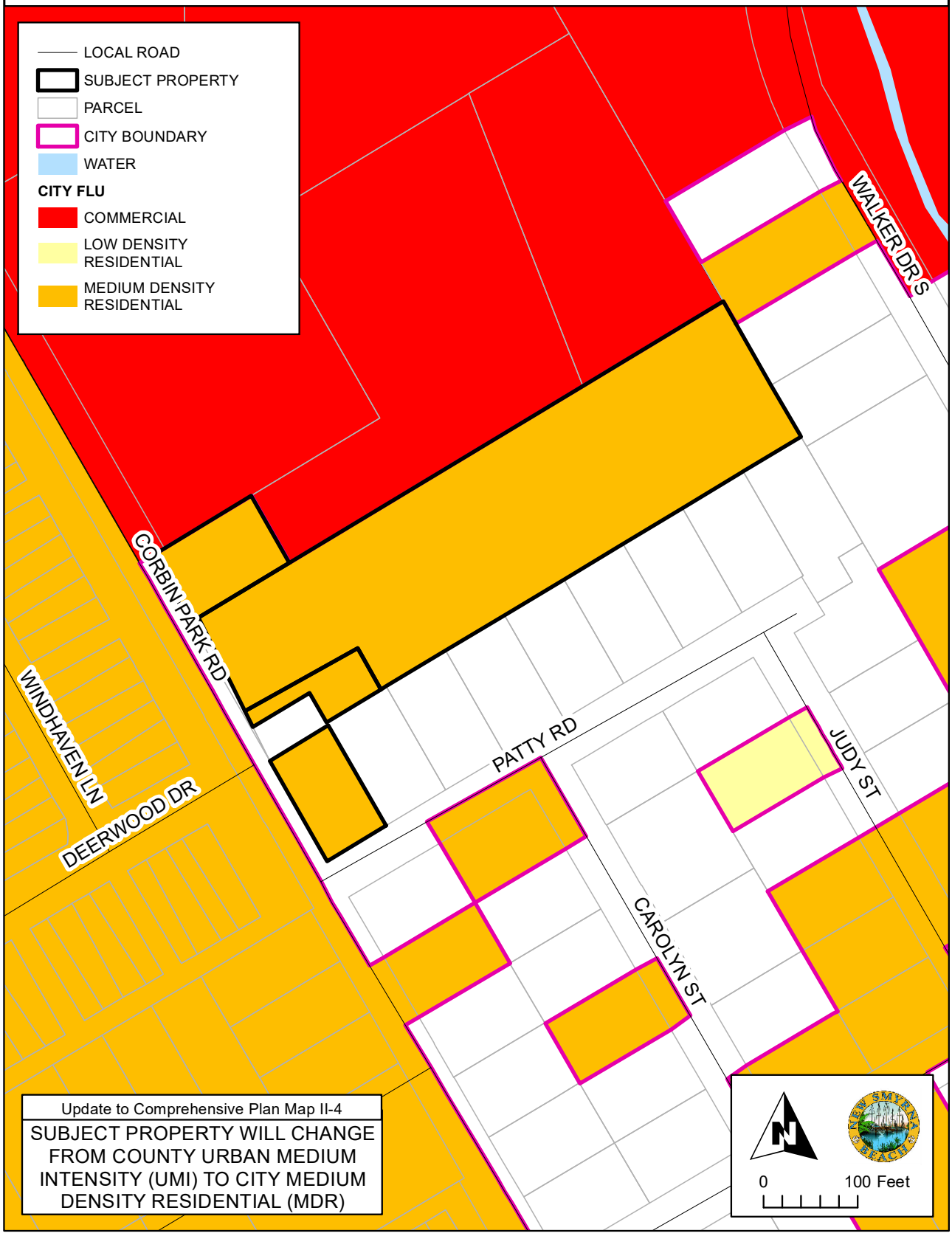
Maximum allowed density: 5.01 to eight [8] dwelling units per acre

Non-residential development permitted by special exception shall be at a maximum Floor Area Ration (FAR) of 0.5.

Intent: This use is intended to provide a buffer between low-density residential uses and more intense uses, such as a high-density residential or commercial. It is also suitable at major intersections when adequate buffering from highway can be provided.

PROPOSED FUTURE LAND USE DESIGNATIONS

A-20-20

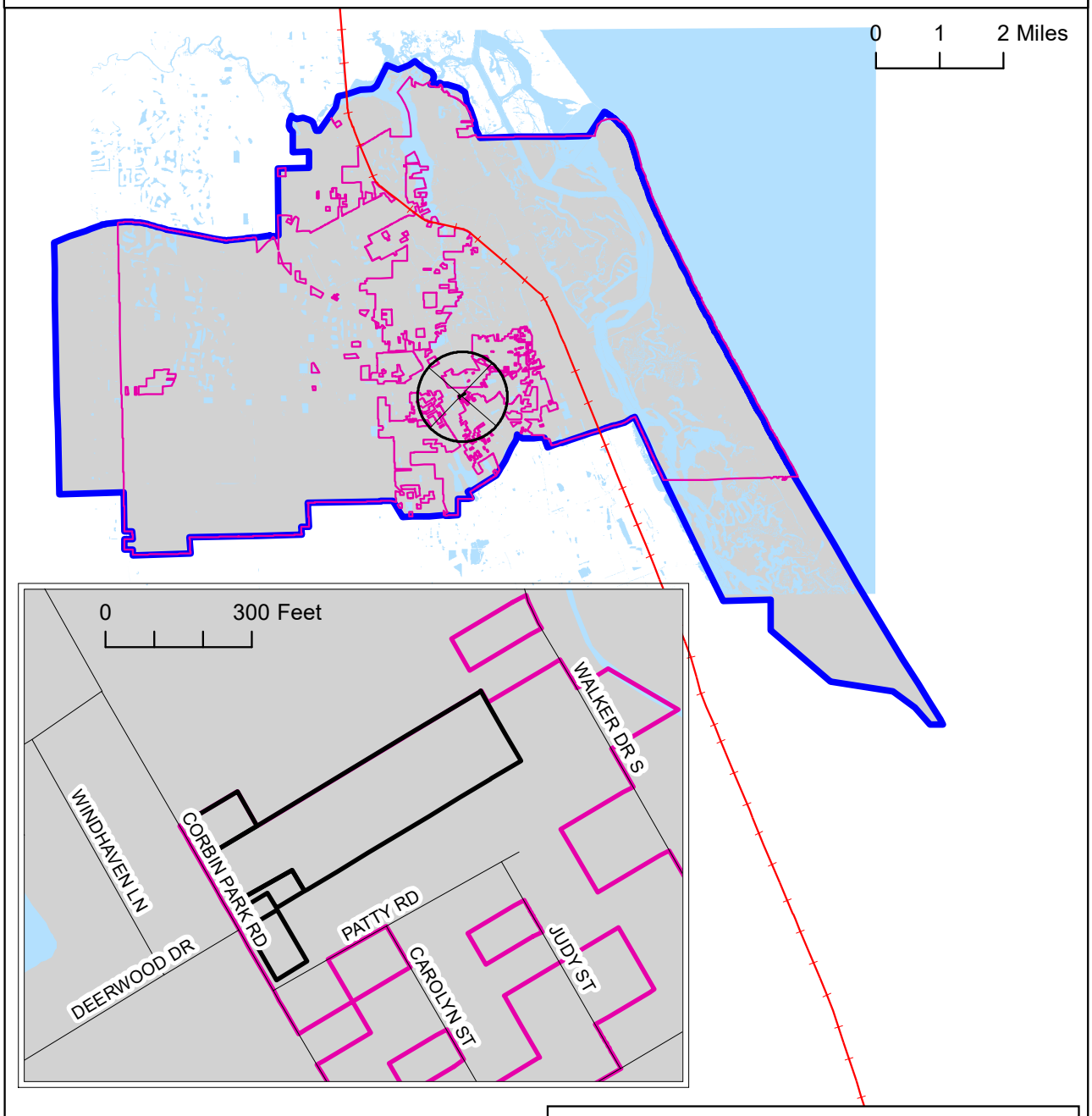


Update to Comprehensive Plan Map II-4

SUBJECT PROPERTY WILL CHANGE FROM COUNTY URBAN MEDIUM INTENSITY (UMI) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR)

WATER AND SEWER SERVICE AREA

A-20-20



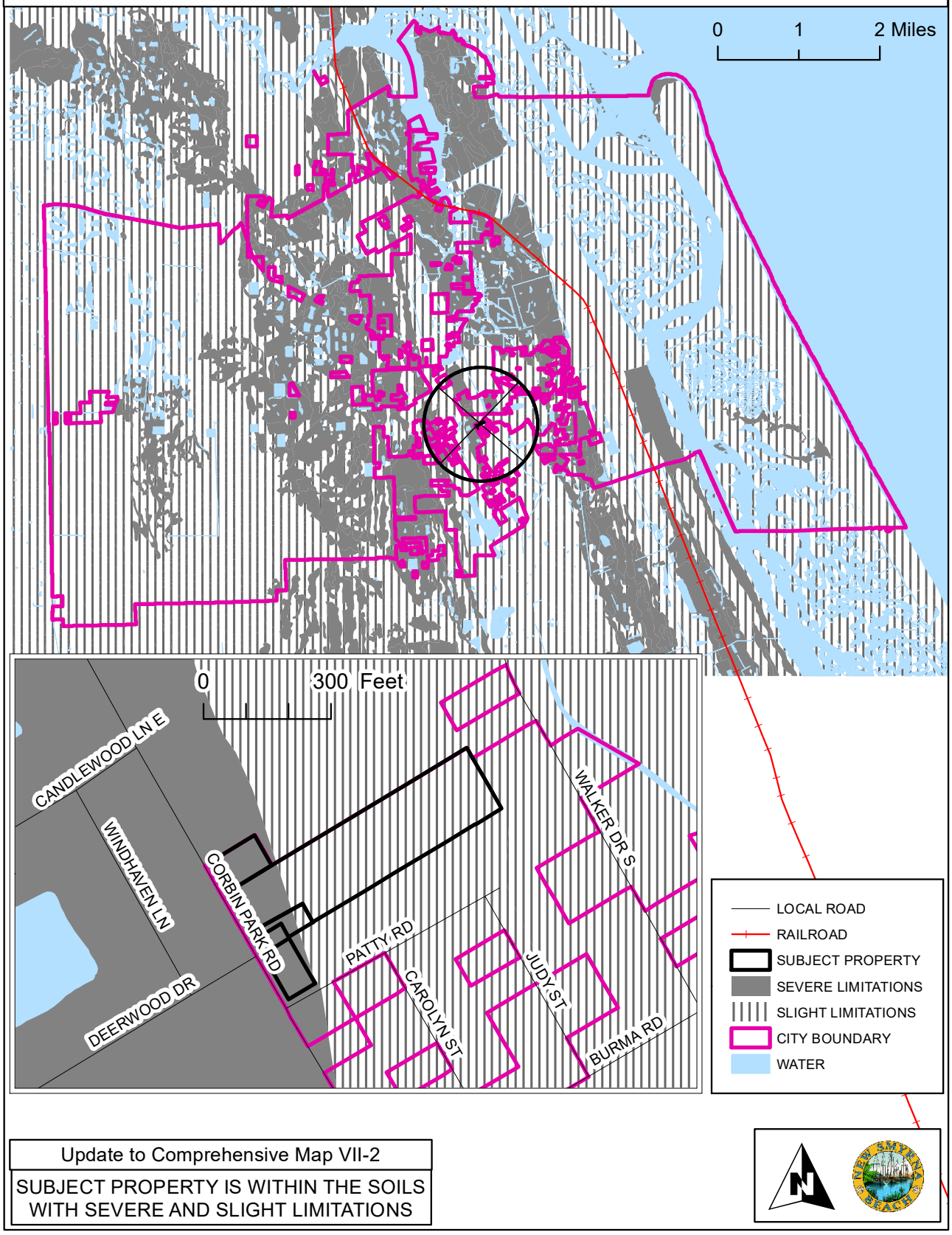
Update to Comprehensive Plan Map VII-1

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-20-20

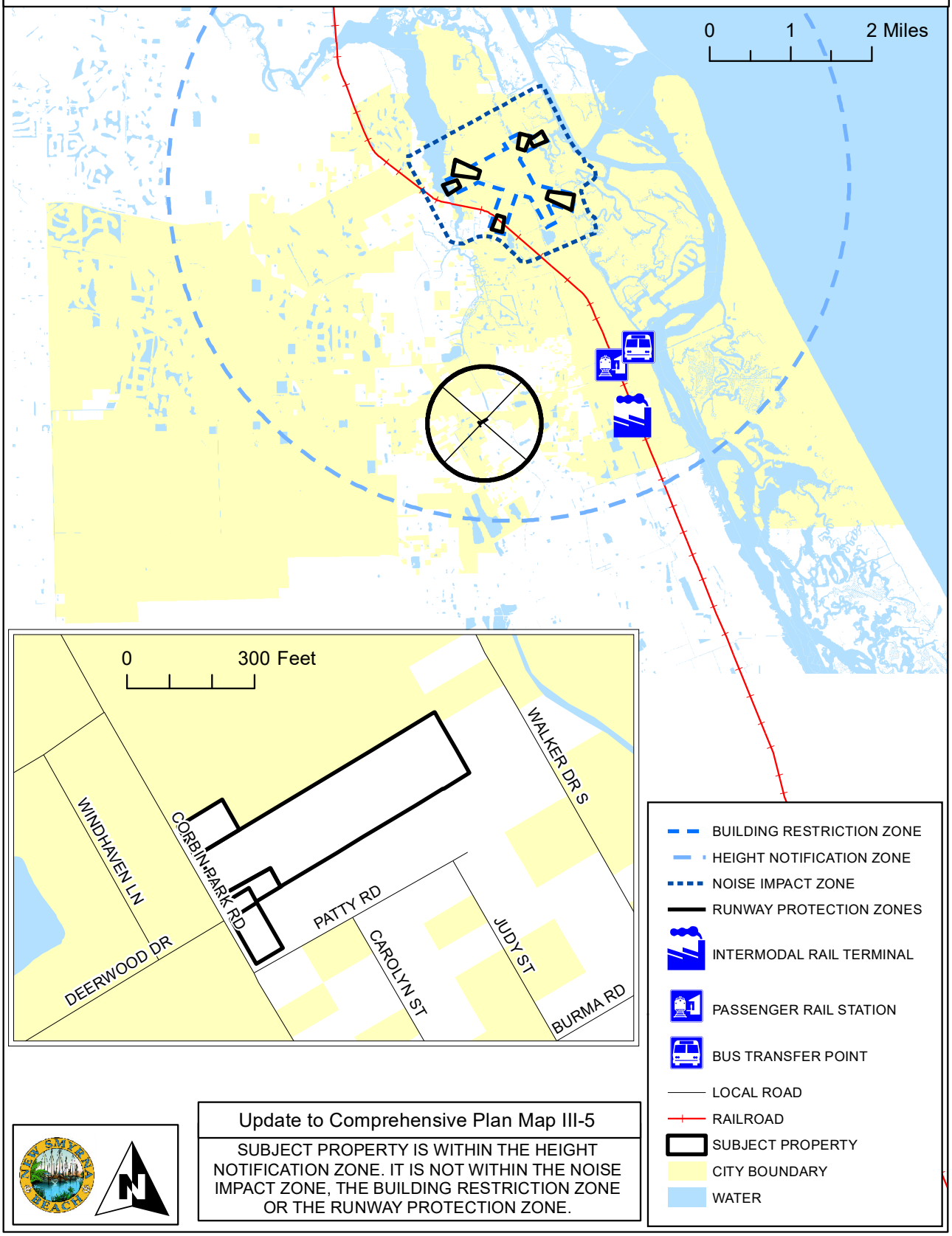


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE AND SLIGHT LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-20-20

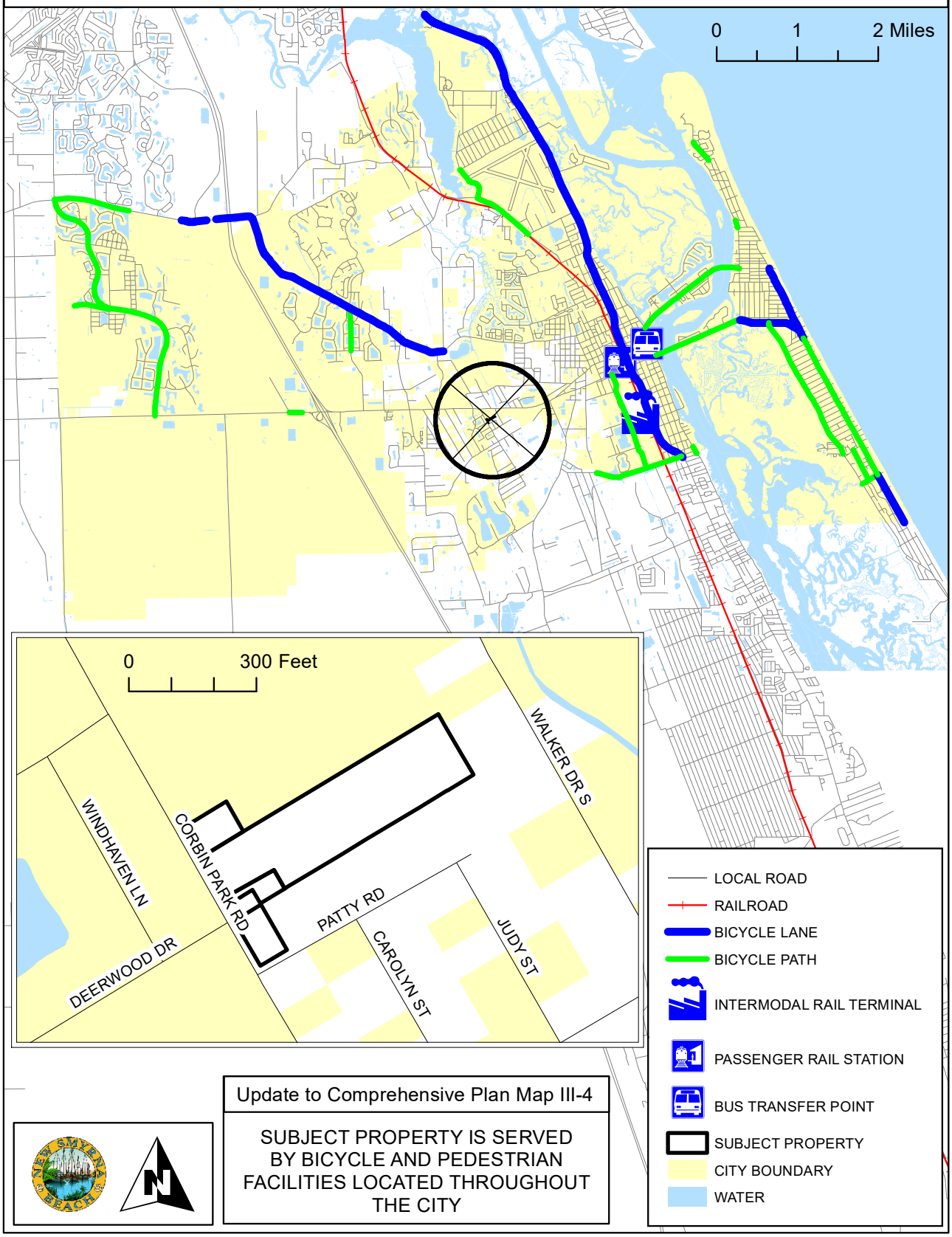


Update to Comprehensive Plan Map III-5

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-20-20

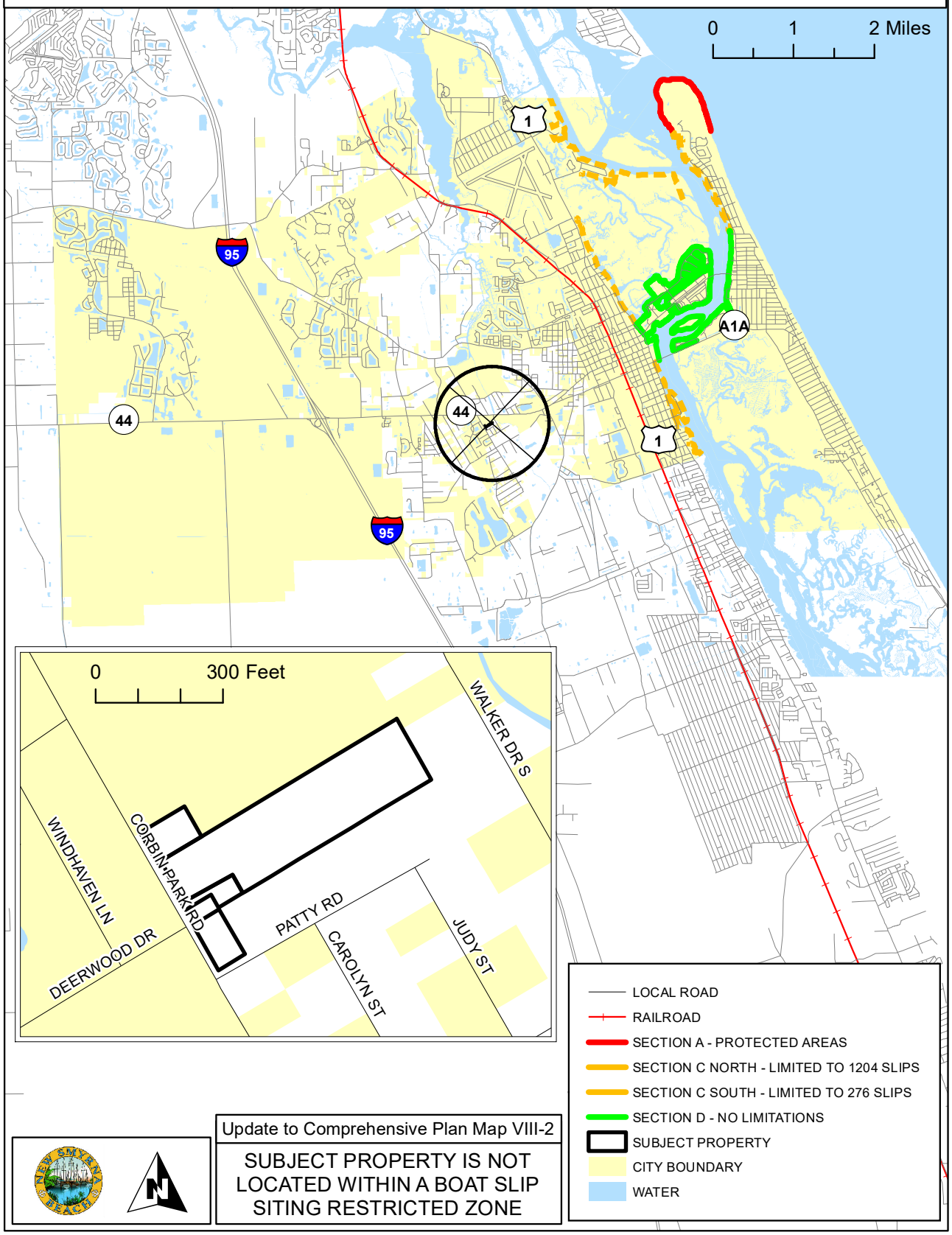


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-20-20

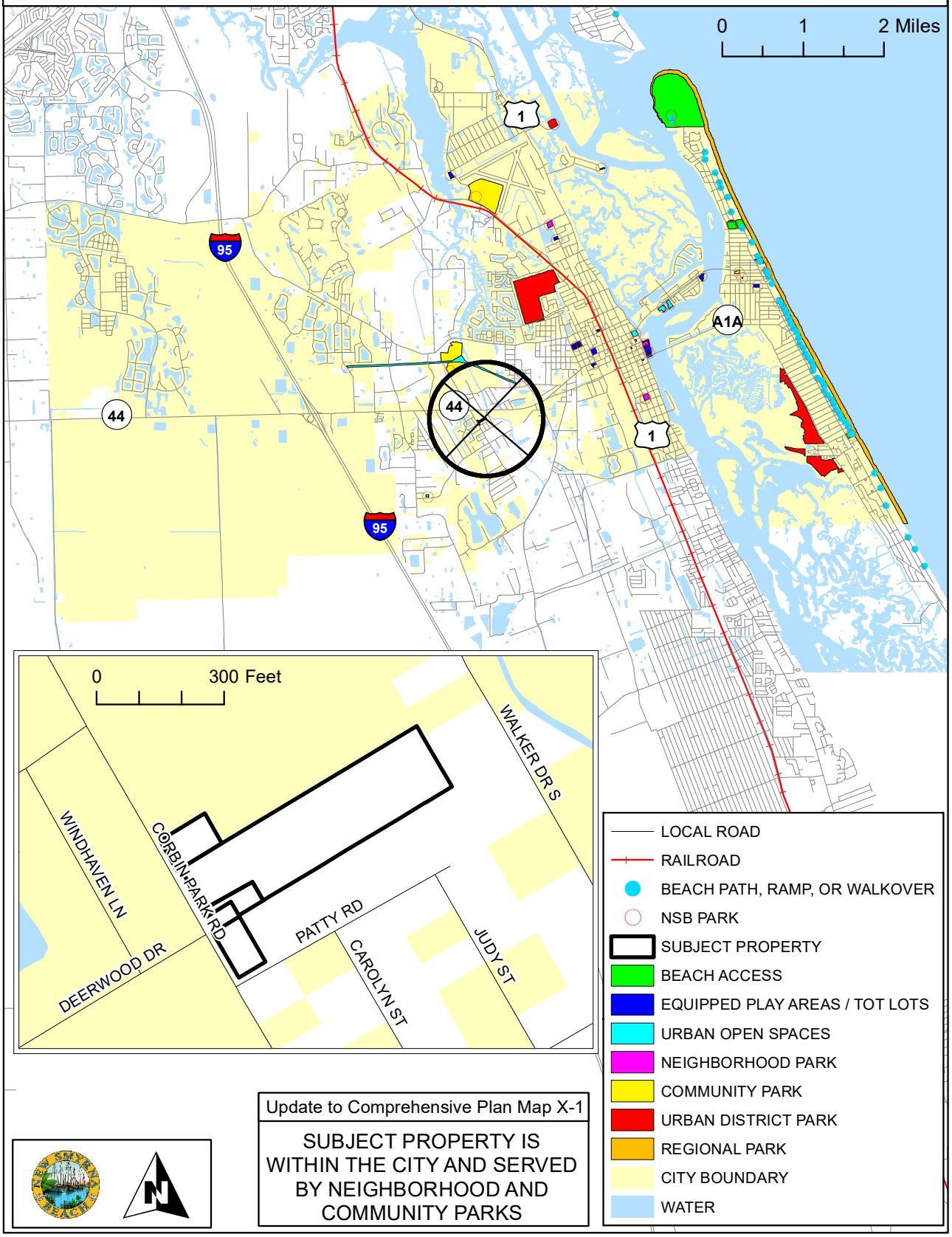


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-20-20

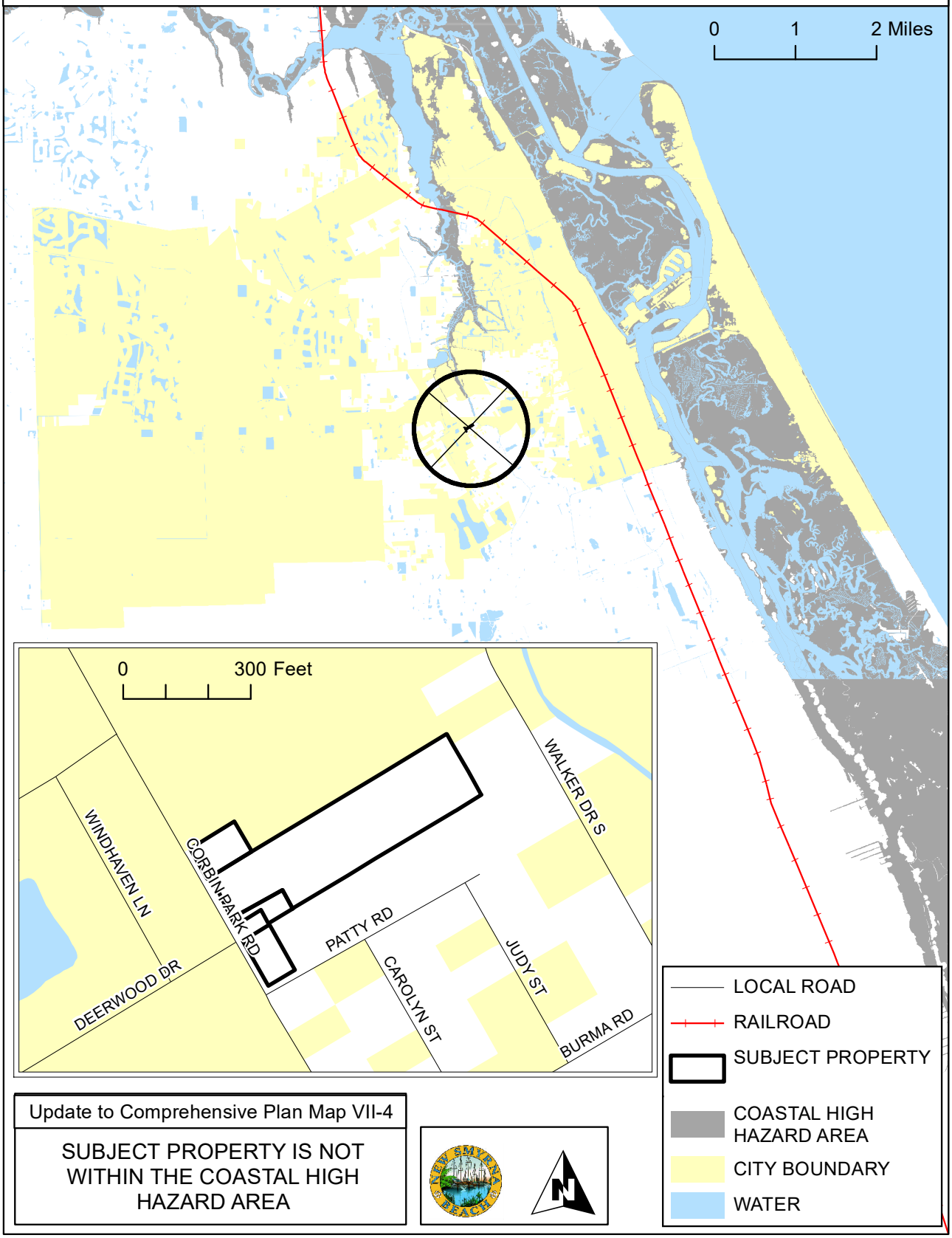


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-20-20

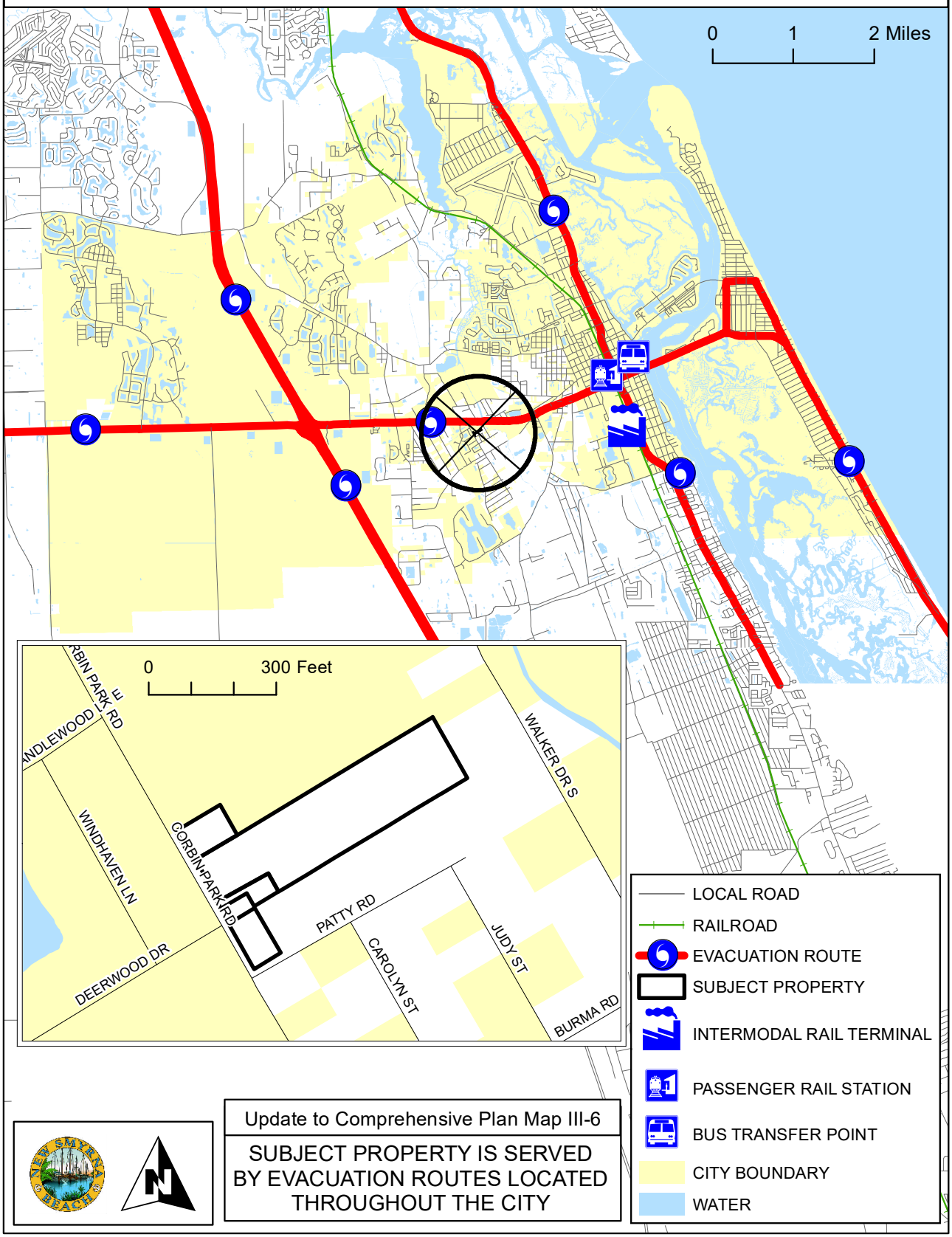


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-20-20

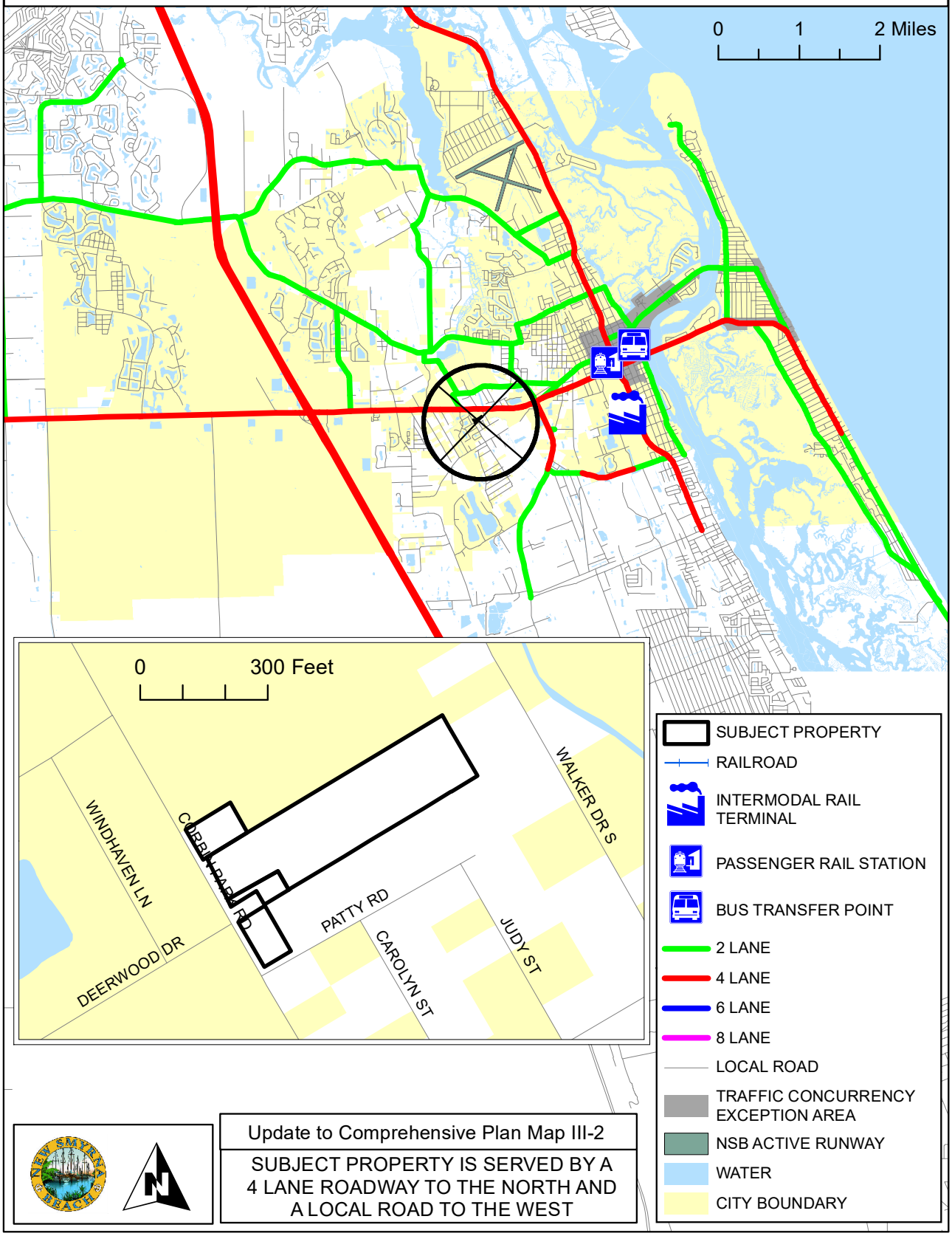


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-20-20

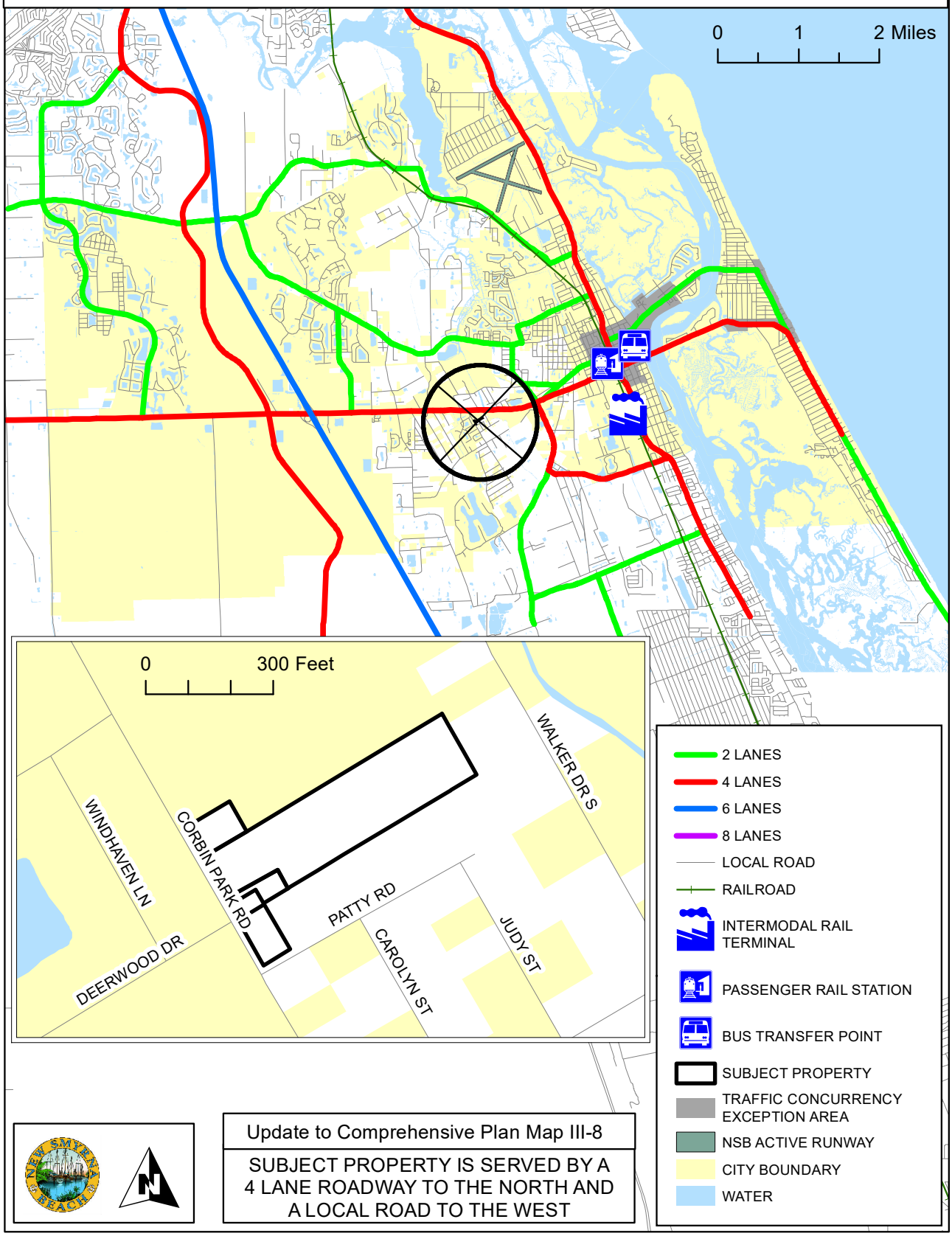


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE WEST

NUMBER OF TRAFFIC LANES - 2025

A-20-20

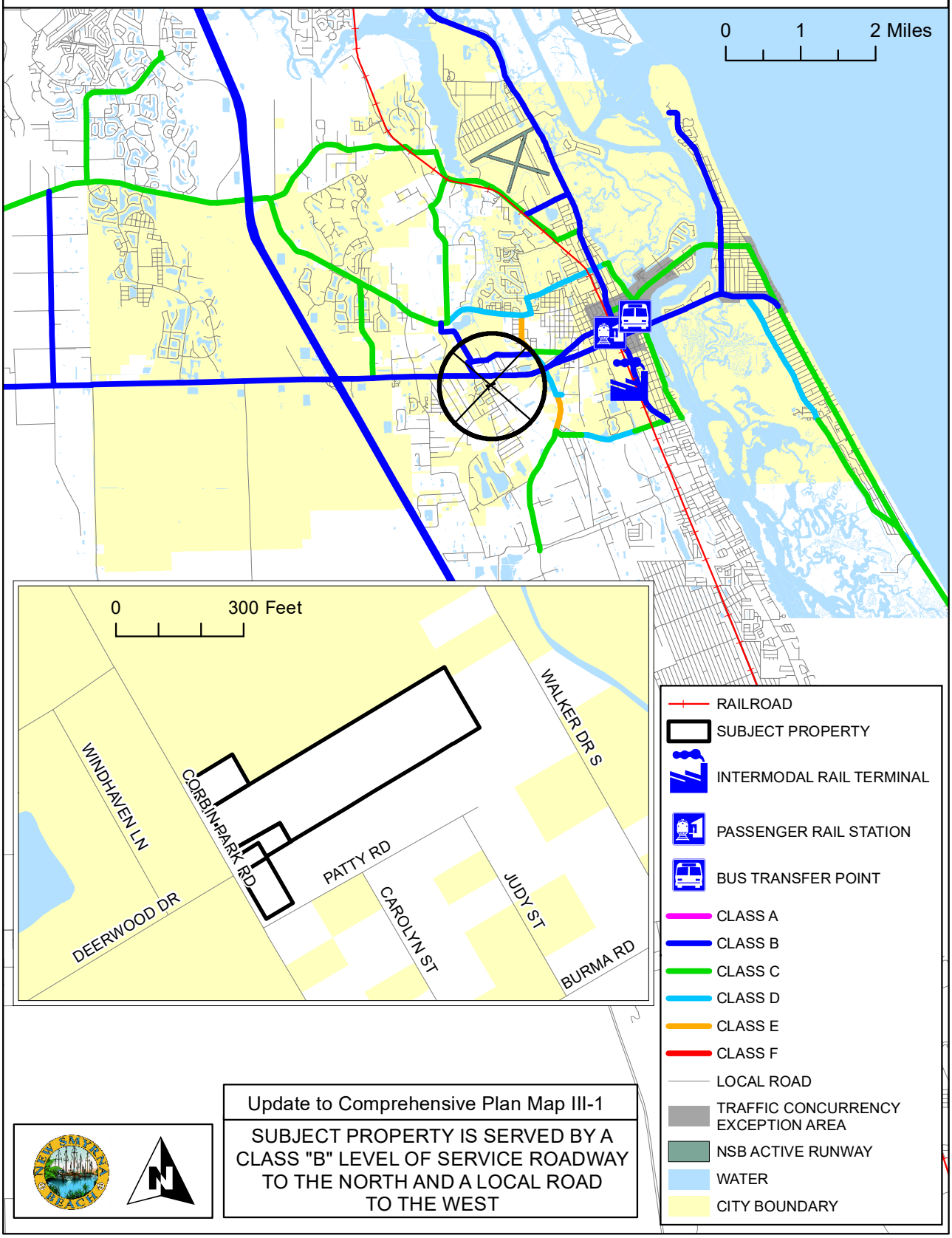


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE WEST

EXISTING LEVEL OF SERVICE - 2009

A-20-20

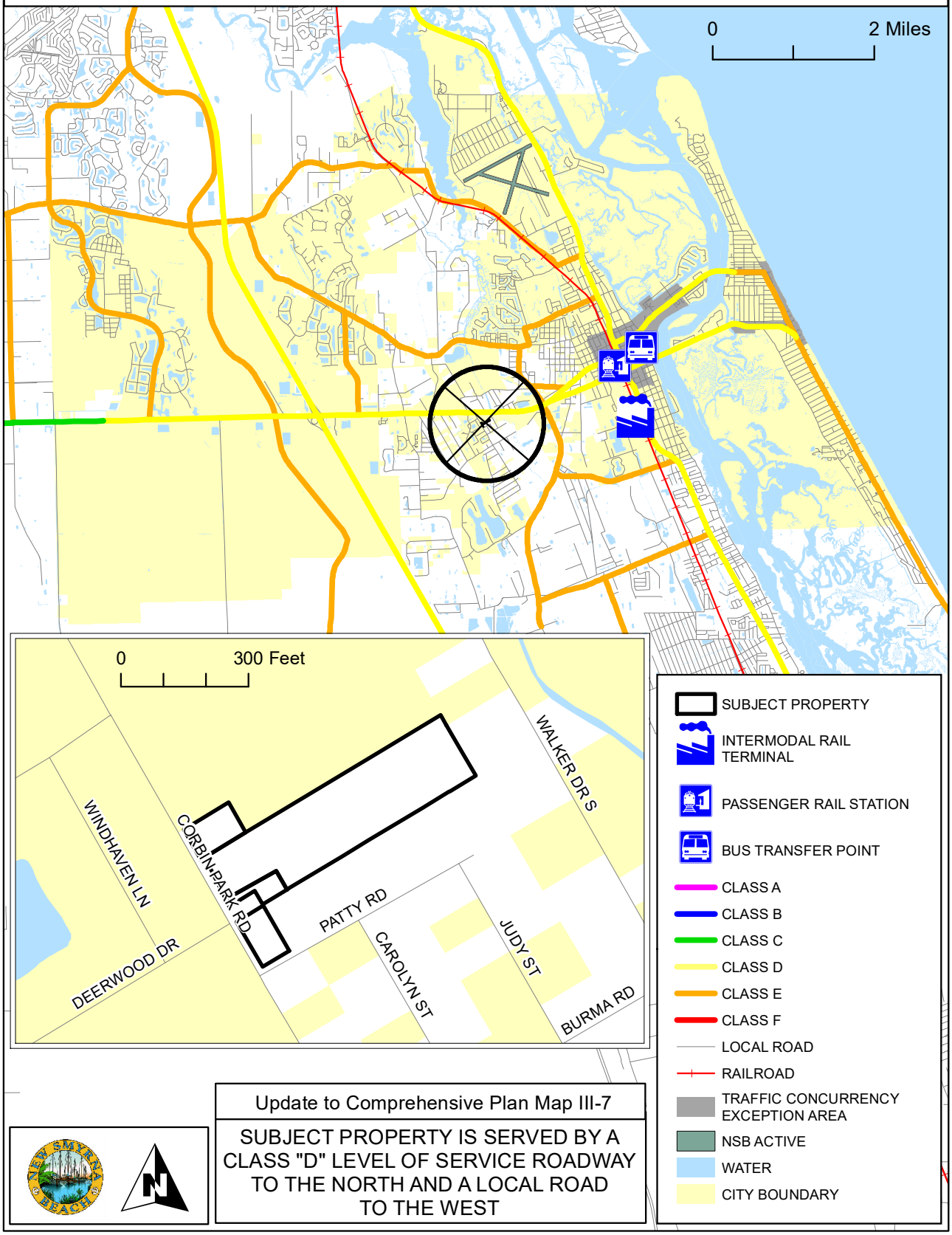


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE WEST

LEVEL OF SERVICE - 2025

A-20-20

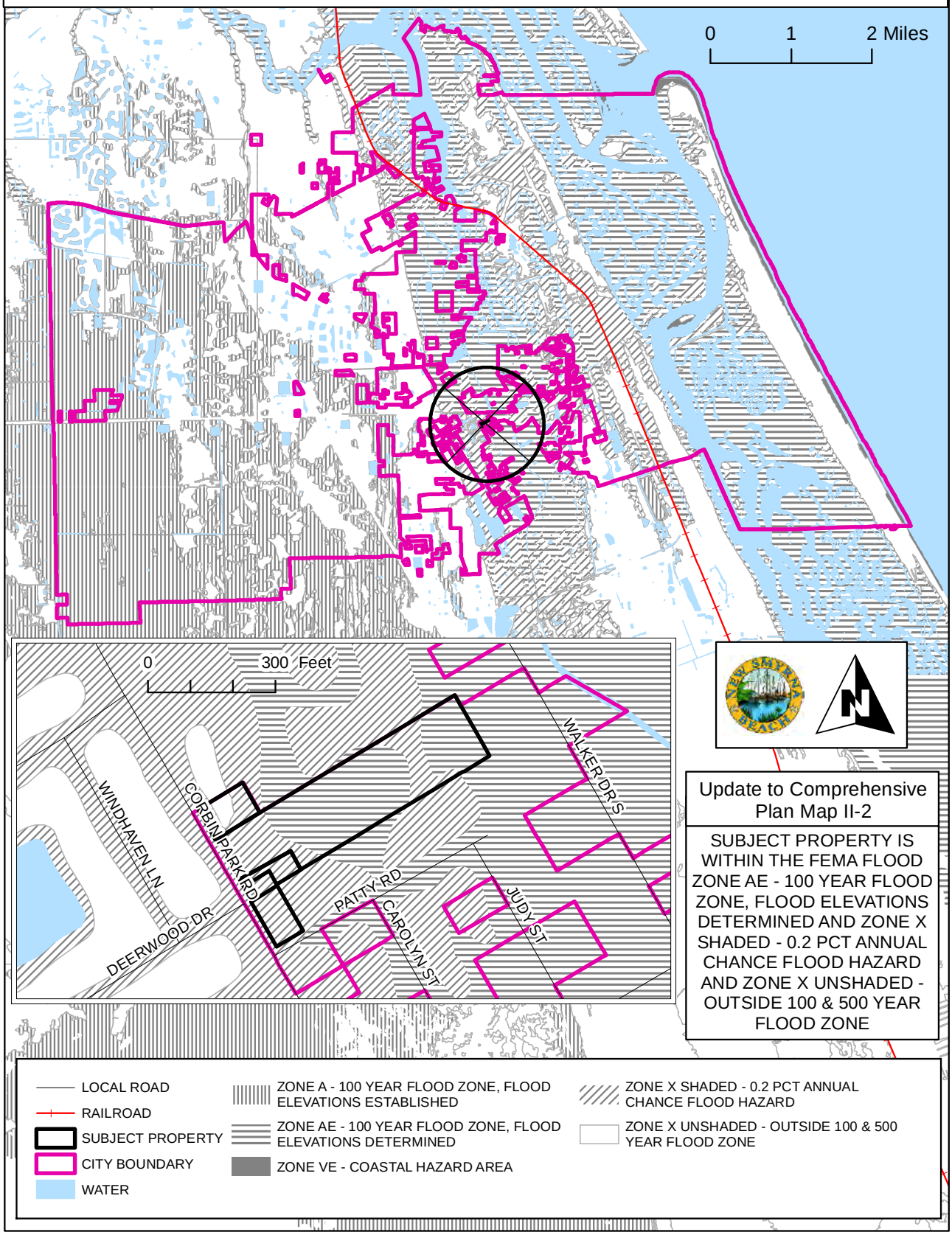


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE WEST

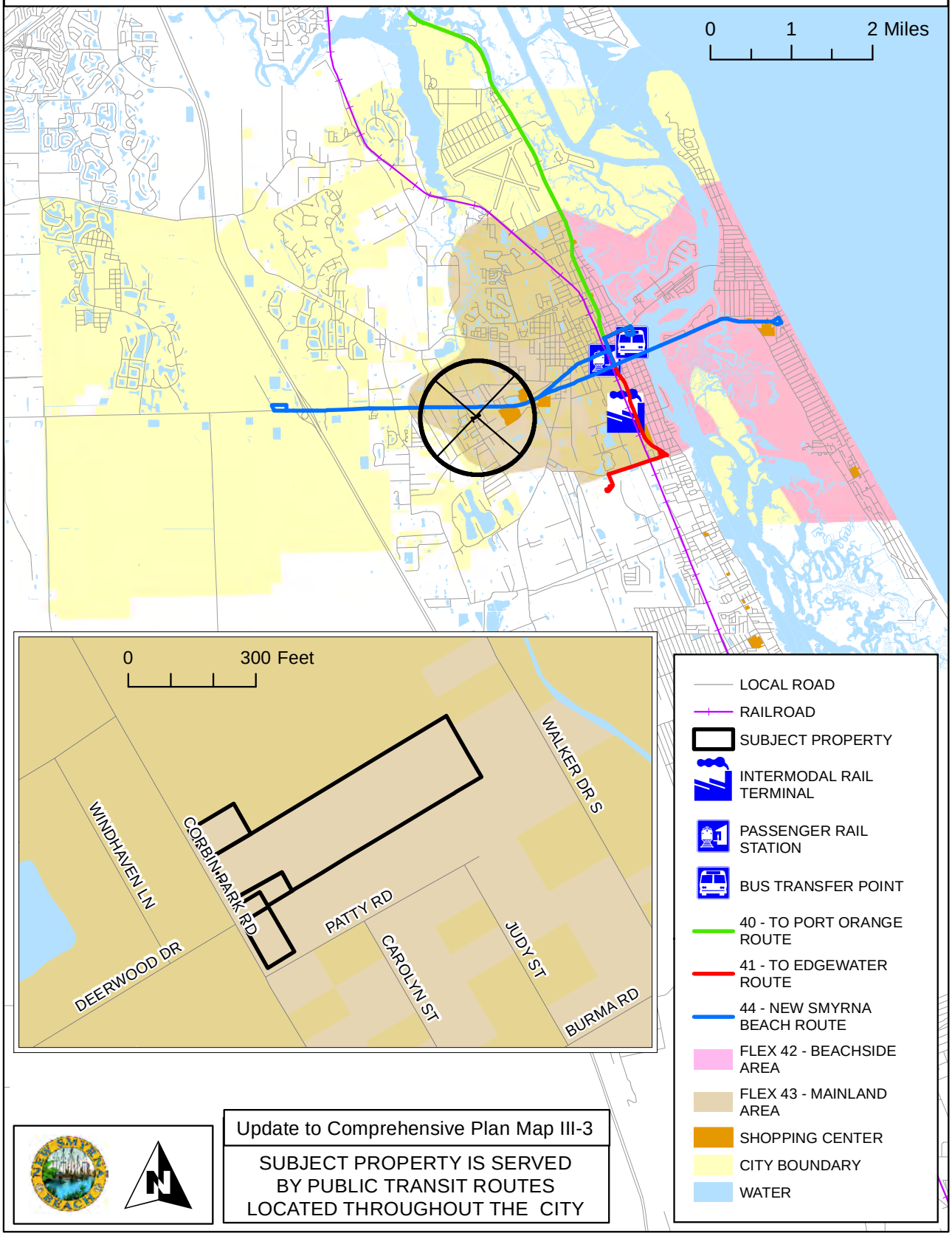
FLOOD PRONE AREAS

A-20-20



PUBLIC TRANSIT ROUTES

A-20-20

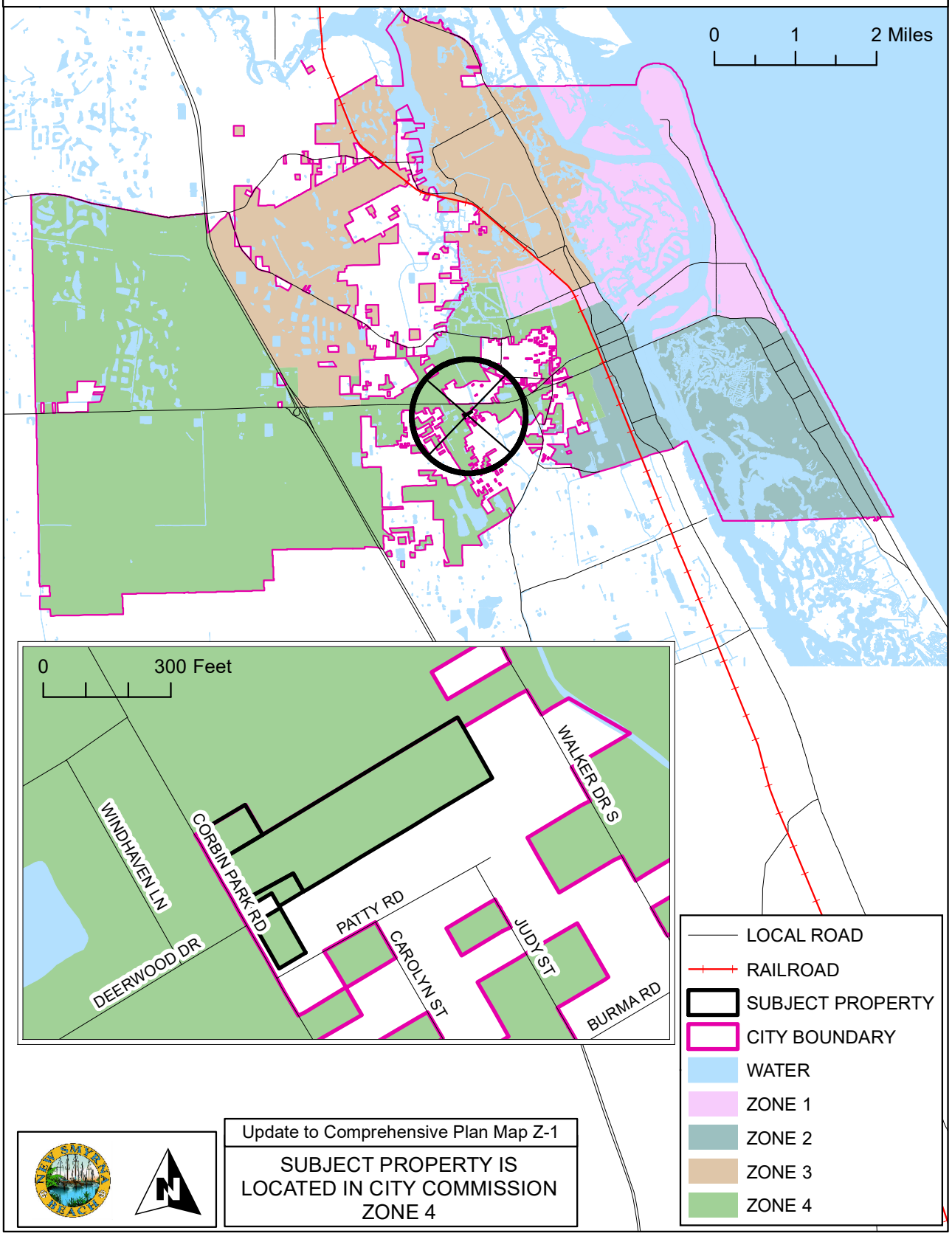


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

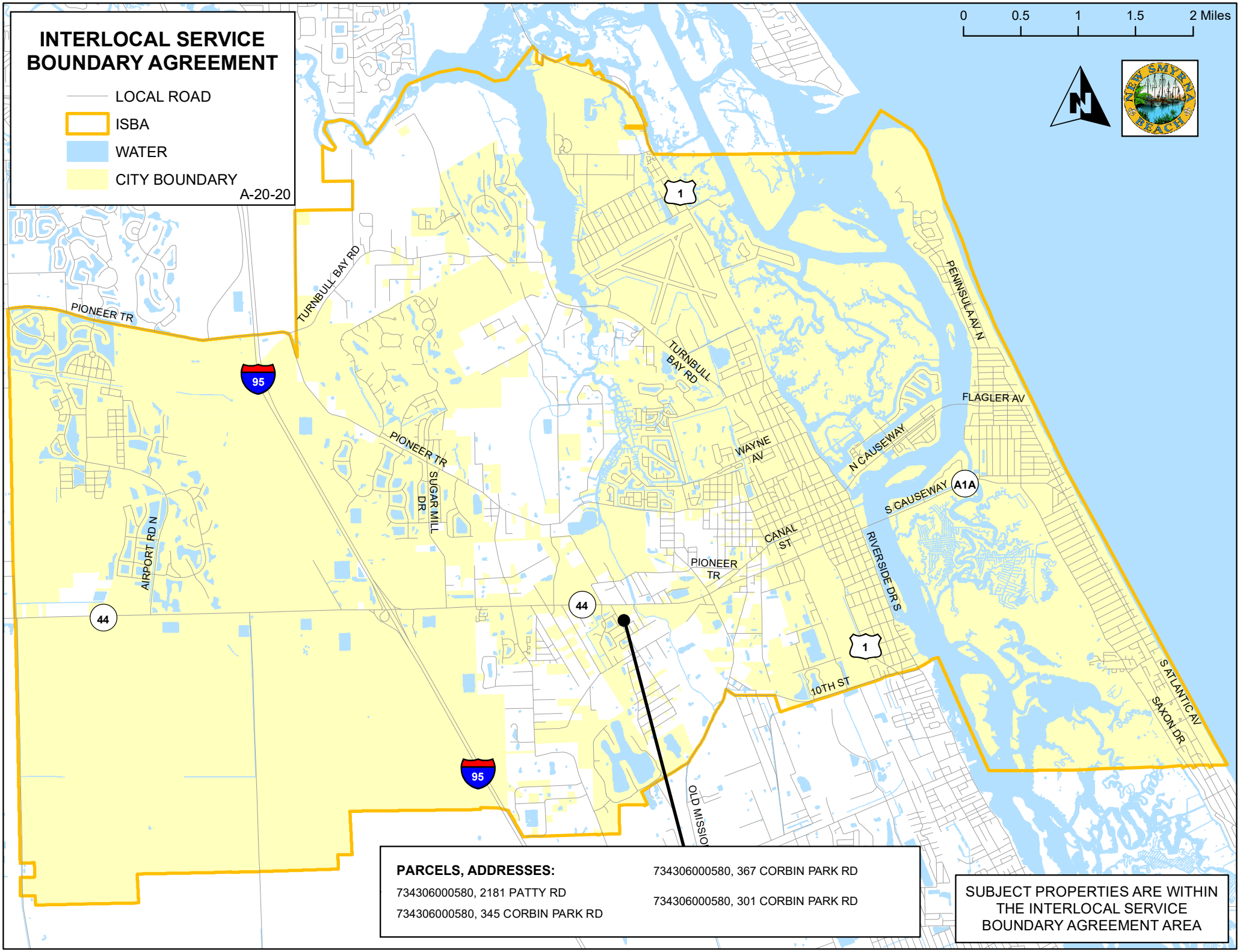
COMMISSION ZONES

A-20-20



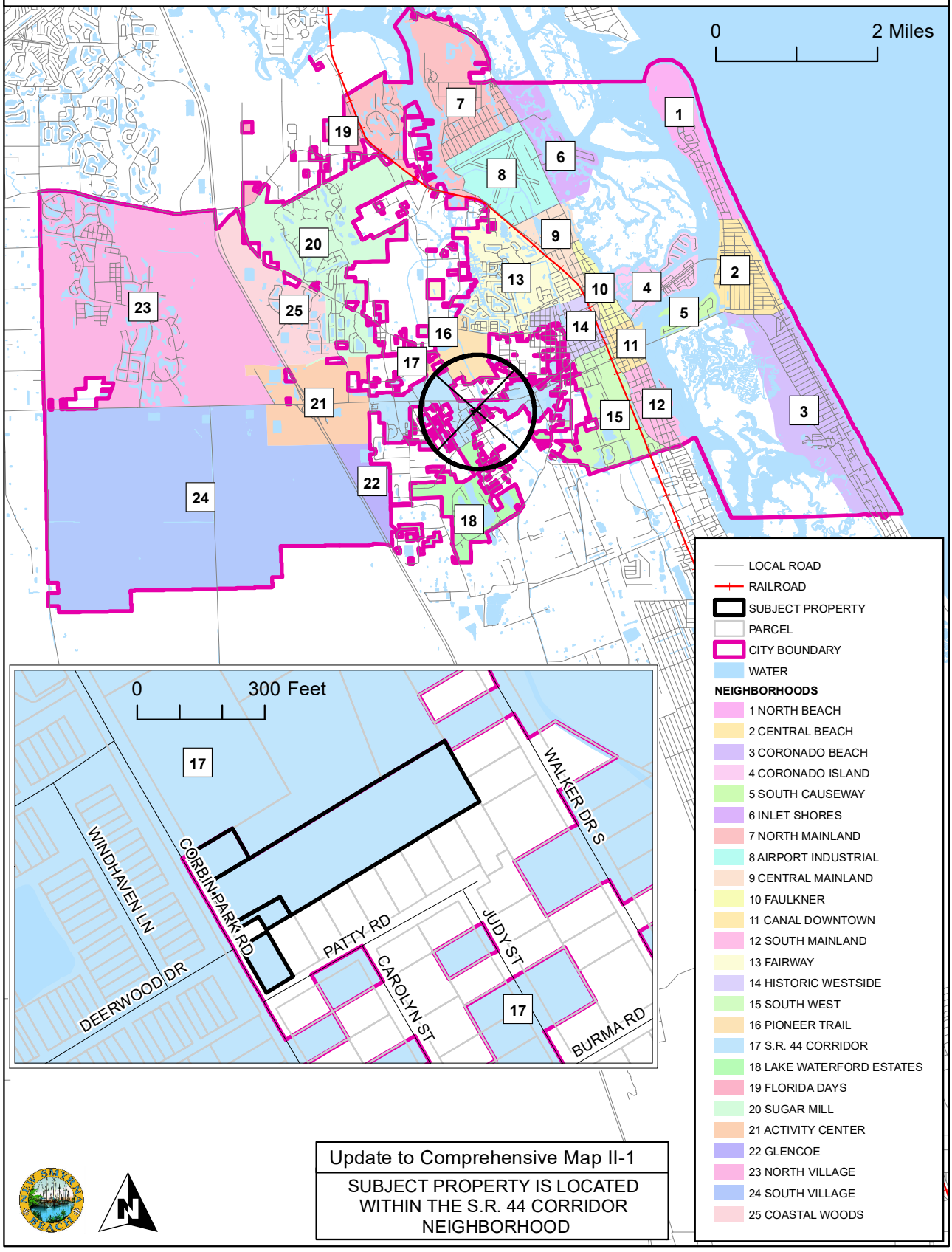
Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
WATER
CITY BOUNDARY
A-20-20
0 0.5 1 1.5 2 Miles
N
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION
1
44
95
PARCELS, ADDRESSES:
734306000580, 2181 PATTY RD
734306000580, 345 CORBIN PARK RD
734306000580, 367 CORBIN PARK RD
734306000580, 301 CORBIN PARK RD
SUBJECT PROPERTIES ARE WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

NEIGHBORHOODS

A-20-20



Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE S.R. 44 CORRIDOR NEIGHBORHOOD

NOTARIZED AUTHORIZATION OF OWNER

I, Rajesh Ailani, Individually and as Manager of Brilliance North Dixie, LLC (hereinafter "Owner"), fee simple owner of Parcel Nos. 7343-05-00-0010, 7343-06-00-0580, 7343-06-00-0581 and 7343-08-00-0160 (hereinafter the "Property"), hereby authorize STORCH LAW FIRM, as agent for Owner, to represent me in the annexation, rezoning and future land use amendment for the Property, and all other actions necessary to necessary to accomplish same, and to act as applicant, representing me in City of New Smyrna Beach public hearings regarding same.

Rajesh Ailani, Individually and as
Manager of Brilliance North Dixie, LLC

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this 25 day of August 2020, by Rajesh Ailani, Individually and as Manager of Brilliance North Dixie, LLC, who is [✓] personally known to me or [ ] who has produced _____ as identification and who did not take an oath.

ALICIA LYNN WALBORN
Notary Public - State of Florida
Commission # GG 068316
My Comm. Expires Mar 12, 2021
Bonded through National Notary Assn.

NOTARY PUBLIC

Type or print name:
Commission No.:

BOUNDARY SURVEY
FOR
RAJESH K. AILANI

SECTION 43, TOWNSHIP 17 SOUTH, RANGE 33 EAST
VOLUSIA COUNTY, FLORIDA

SURVEYOR'S NOTES

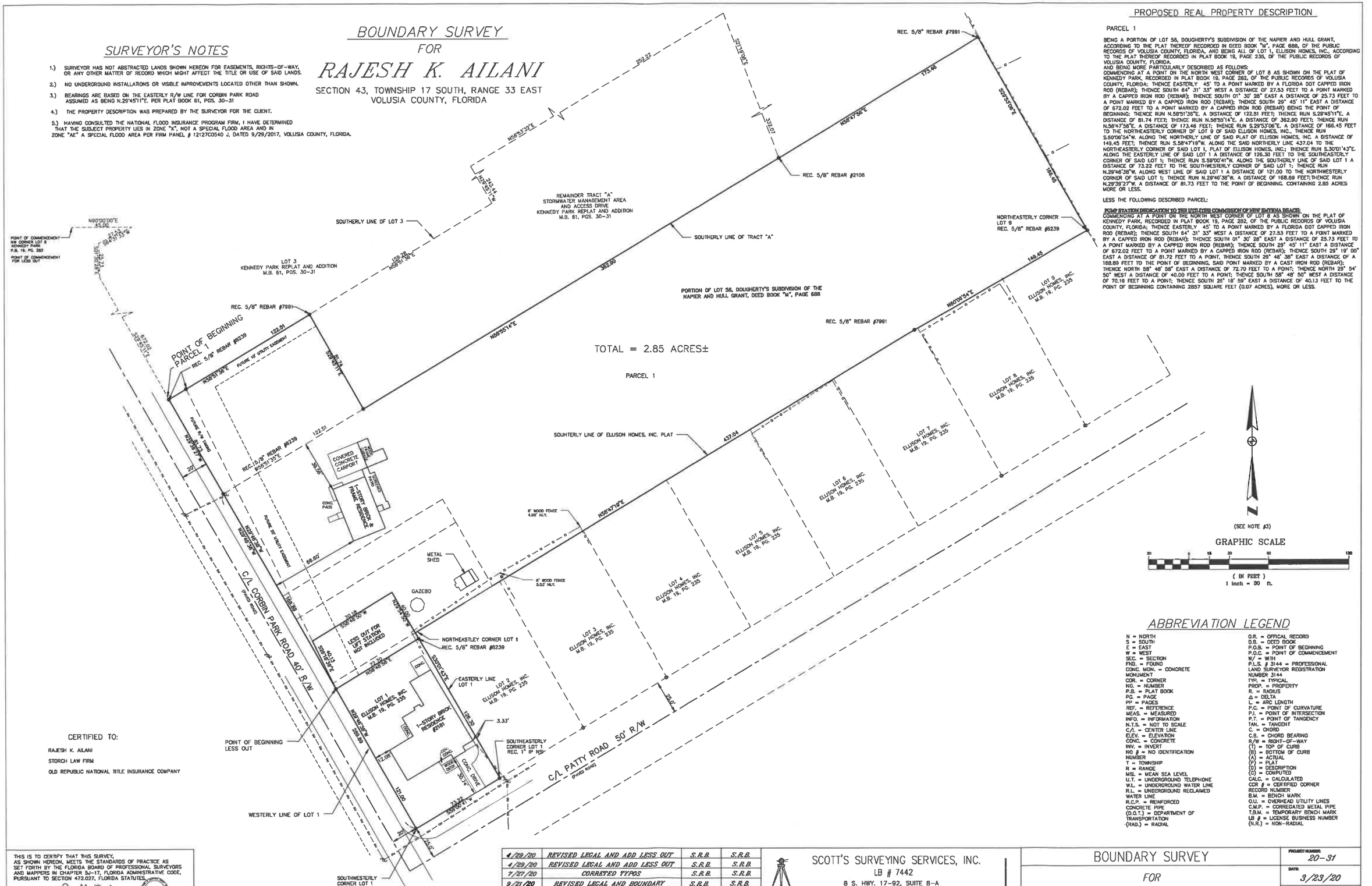
1.) SURVEYOR HAS NOT ABSTRACTED LANDS SHOWN HEREON FOR EASEMENTS, RIGHTS-OF-WAY, OR ANY OTHER MATTER OF RECORD WHICH MIGHT AFFECT THE TITLE OR USE OF SAID LANDS.

2.) NO UNDERGROUND INSTALLATIONS OR VISIBLE IMPROVEMENTS LOCATED OTHER THAN SHOWN.

3.) BEARINGS ARE BASED ON THE EASTERLY R/W LINE FOR CORBIN PARK ROAD ASSUMED AS BEING N.29°45'11"E. PER PLAT BOOK 61, PGS. 30-31

4.) THE PROPERTY DESCRIPTION WAS PREPARED BY THE SURVEYOR FOR THE CLIENT.

5.) HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM FIRM, I HAVE DETERMINED THAT THE SUBJECT PROPERTY LIES IN ZONE "X", NOT A SPECIAL FLOOD AREA AND IN ZONE "AE" A SPECIAL FLOOD AREA PER FIRM PANEL # 12127C0540 J, DATED 9/29/2017, VOLUSIA COUNTY, FLORIDA.



PROPOSED REAL PROPERTY DESCRIPTION

PARCEL 1

BEING A PORTION OF LOT 58, DOUGHERTY'S SUBDIVISION OF THE NAPIER AND HULL GRANT, ACCORDING TO THE PLAT THEREOF RECORDED IN DEED BOOK "M", PAGE 688, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING ALL OF LOT 1, ELLISON HOMES, INC., ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 235, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE NORTH WEST CORNER OF LOT 8 AS SHOWN ON THE PLAT OF KENNEDY PARK, RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY 45' TO A POINT MARKED BY A FLORIDA DOT CAPPED IRON ROD (REBAR); THENCE SOUTH 64° 31' 33" WEST A DISTANCE OF 27.53 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 01° 30' 28" EAST A DISTANCE OF 25.73 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29° 45' 11" EAST A DISTANCE OF 672.02 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR) BEING THE POINT OF BEGINNING: THENCE RUN N.58°51'36"E. A DISTANCE OF 122.51 FEET; THENCE RUN S.29°45'11"E. A DISTANCE OF 81.74 FEET; THENCE RUN N.58°55'14"E. A DISTANCE OF 362.90 FEET; THENCE RUN N.58°47'58"E. A DISTANCE OF 173.46 FEET; THENCE RUN S.29°53'06"E. A DISTANCE OF 166.45 FEET TO THE NORTHEASTERLY CORNER OF LOT 9 OF SAID ELLISON HOMES, INC.; THENCE RUN S.60°06'54"W. ALONG THE NORTHERLY LINE OF SAID PLAT OF ELLISON HOMES, INC. A DISTANCE OF 149.45 FEET; THENCE RUN S.58°47'19"W. ALONG THE SAID NORTHERLY LINE 437.04 TO THE NORTHEASTERLY CORNER OF SAID LOT 1, PLAT OF ELLISON HOMES, INC.; THENCE RUN S.30°01'43"E. ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 126.30 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE RUN S.59°00'41"W. ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 73.22 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 1; THENCE RUN N.29°46'38"W. ALONG WEST LINE OF SAID LOT 1 A DISTANCE OF 121.00 TO THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE RUN N.29°46'38"W. A DISTANCE OF 168.89 FEET; THENCE RUN N.29°39'27"W. A DISTANCE OF 81.73 FEET TO THE POINT OF BEGINNING. CONTAINING 2.85 ACRES MORE OR LESS.

LESS THE FOLLOWING DESCRIBED PARCEL:

PUMP STATION DEDICATION TO THE UTILITIES COMMISSION OF NEW SMYRNA BEACH:
COMMENCING AT A POINT ON THE NORTH WEST CORNER OF LOT 8 AS SHOWN ON THE PLAT OF KENNEDY PARK, RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY 45' TO A POINT MARKED BY A FLORIDA DOT CAPPED IRON ROD (REBAR); THENCE SOUTH 64° 31' 33" WEST A DISTANCE OF 27.53 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 01° 30' 28" EAST A DISTANCE OF 25.73 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29° 45' 11" EAST A DISTANCE OF 672.02 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29° 19' 05" EAST A DISTANCE OF 81.72 FEET TO A POINT, THENCE SOUTH 29° 48' 38" EAST A DISTANCE OF A 188.89 FEET TO THE POINT OF BEGINNING, SAID POINT MARKED BY A CAST IRON ROD (REBAR); THENCE NORTH 58° 48' 58" EAST A DISTANCE OF 72.70 FEET TO A POINT; THENCE NORTH 29° 54' 50" WEST A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 58° 48' 50" WEST A DISTANCE OF 70.19 FEET TO A POINT; THENCE SOUTH 26° 18' 59" EAST A DISTANCE OF 40.13 FEET TO THE POINT OF BEGINNING CONTAINING 2857 SQUARE FEET (0.07 ACRES), MORE OR LESS.

GRAPHIC SCALE

30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

ABBREVIATION LEGEND

N = NORTH
S = SOUTH
E = EAST
W = WEST
SEC. = SECTION
FND. = FOUND
CONC. MON. = CONCRETE MONUMENT
COR. = CORNER
NO. = NUMBER
P.B. = PLAT BOOK
PG. = PAGE
PP = PAGES
REF. = REFERENCE
MEAS. = MEASURED
INFO. = INFORMATION
N.T.S. = NOT TO SCALE
C/L = CENTER LINE
ELEV. = ELEVATION
CONC. = CONCRETE
INV. = INVERT
NO # = NO IDENTIFICATION NUMBER
T = TOWNSHIP
R = RANGE
MSL. = MEAN SEA LEVEL
U.T. = UNDERGROUND TELEPHONE
W.L. = UNDERGROUND WATER LINE
R.L. = UNDERGROUND RECLAIMED WATER LINE
R.C.P. = REINFORCED CONCRETE PIPE
(D.O.T.) = DEPARTMENT OF TRANSPORTATION
(RAD.) = RADIAL

O.R. = OFFICAL RECORD
D.B. = DEED BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
W/ = WITH
P.L.S. # 3144 = PROFESSIONAL LAND SURVEYOR REGISTRATION NUMBER 3144
TYP. = TYPICAL
PROP. = PROPERTY
R. = RADIUS
Δ = DELTA
L. = ARC LENGTH
P.C. = POINT OF CURVATURE
P.I. = POINT OF INTERSECTION
P.T. = POINT OF TANGENCY
TAN. = TANGENT
C. = CHORD
C.B. = CHORD BEARING
R/W = RIGHT-OF-WAY
(T) = TOP OF CURB
(B) = BOTTOM OF CURB
(A) = ACTUAL
(P) = PLAT
(D) = DESCRIPTION
(C) = COMPUTED
CALC. = CALCULATED
CCR # = CERTIFIED CORNER RECORD NUMBER
B.M. = BENCH MARK
O.U. = OVERHEAD UTILITY LINES
C.M.P. = CORREGATED METAL PIPE
T.B.M. = TEMPORARY BENCH MARK
LB # = LICENSE BUSINESS NUMBER
(N.R.) = NON-RADIAL

CERTIFIED TO:

RAJESH K. AILANI

STORCH LAW FIRM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS SURVEY, AS SHOWN HEREON, MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Scott Bechir

SCOTT BECHIR, P.S.M.
FLORIDA REGISTRATION NUMBER 5807
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE	REVISION	REVISED BY:	CHECKED BY:
4/20/20	REVISED LEGAL AND ADD LESS OUT	S.R.B.	S.R.B.
4/29/20	REVISED LEGAL AND ADD LESS OUT	S.R.B.	S.R.B.
7/27/20	CORRETED TYPOS	S.R.B.	S.R.B.
9/21/20	REVISED LEGAL AND BOUNDARY	S.R.B.	S.R.B.

SCOTT'S SURVEYING SERVICES, INC.
LB # 7442
8 S. HWY. 17-92, SUITE 8-A
DEBARY, FLORIDA 32713
PH. (386) 668-7332 FAX 668-7337

COMPUTED BY:	DRAWN BY:	CHECKED BY:	FIELD BY:	DATE:
S.R.B.	S.R.B.	S.R.B.	B.W.	2/20/20

BOUNDARY SURVEY
FOR
RAJESH K. AILANI
VOLUSIA COUNTY, FLORIDA

PROJECT NUMBER: 20-31
DATE: 3/23/20
SCALE: 1" = 30'
SHEET 1 OF 1

ORDINANCE NO. 02-21

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 2.9± ACRES OF LAND LOCATED SOUTH OF STATE ROAD 44, EAST OF CORBIN PARK ROAD, NORTH OF PATTY ROAD, ADDRESSED AS 345 CORBIN PARK ROAD, FROM VOLUSIA COUNTY *URBAN MEDIUM INTENSITY* TO CITY *MEDIUM 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, A. Joseph Posey, Esq., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114, Applicant on behalf of Brilliance North Dixie, LLC, 1055 North Dixie Freeway, Suite 1, New Smyrna Beach, Florida 32168, Property Owners, have requested City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 2.9± acres of land located south of State Road 44, east of Corbin Park Road, north of Patty Road; addressed as 345 Corbin Park Road from Volusia County *Urban Medium Intensity* to City *Medium Density Residential*; to amend City Neighborhoods Map II-1 to show the subject property is located within the S.R. 44 Corridor Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone AE and X Shaded and Unshaded; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Residential Use* to City *Residential Use;* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class B level of service roadway to the north and a local road to the west; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 4-lane roadway to the north and a local road to the west; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and 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 local road to the west; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by a 4-lane roadway to the north and a local road to the west; to 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 and slight limitations; to amend Coastal High Hazard Area Map VII-

4 to show the subject property is not within the Coastal High Hazard Area; to amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a boat slip siting restricted zone; to amend City Parks Map X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 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.(2019), on November 9, 2020, and by a vote of 7-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Urban Medium Intensity* to City *Medium Density Residential* a 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 Medium Intensity* to City *Medium 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 S.R. 44 Corridor Neighborhood.

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

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2**, is hereby amended to show the subject property is within FEMA Flood Zone AE and Zone X Shaded and Unshaded.

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

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Residential Use* to City *Residential Use*.

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

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class B level of service roadway to the north and a local road to the west.

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

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 4-lane roadway to the north and a local road to the west.

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

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

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

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

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

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

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

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

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

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class D level of service roadway to the north and a local road to the west.

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

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by a 4-lane roadway to the north and a local road to the west.

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

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

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

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with severe and slight limitations.

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

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

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

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

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

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

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

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 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 January 26, 2021 at 6:30 p.m. in the Brannon Center, 105 South Riverside Drive, 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.(2018).

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: 12/15/2020

EXHIBIT "A"

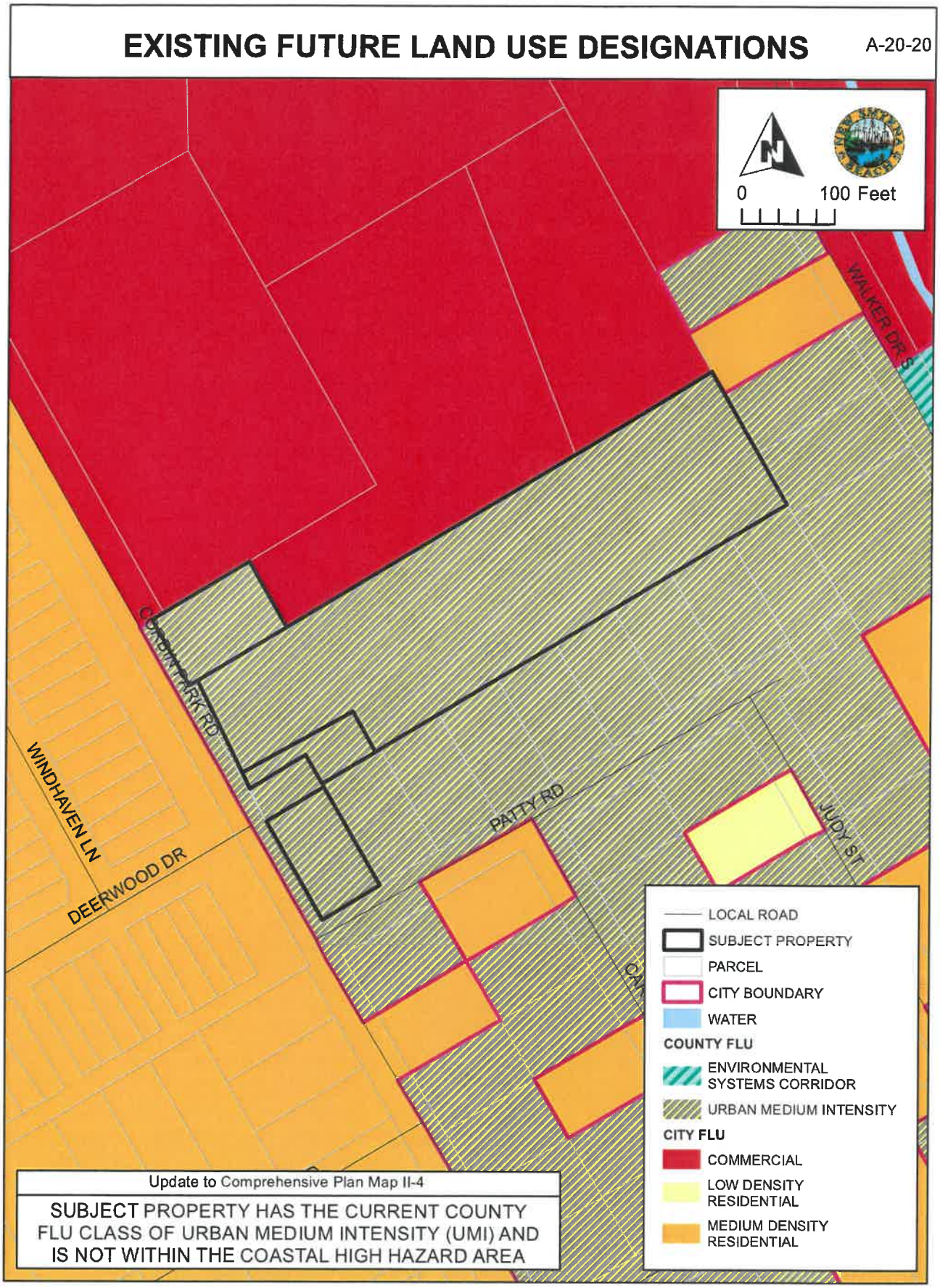

EXISTING FUTURE LAND USE DESIGNATIONS
A-20-20
N
0
100 Feet
WALKER DR
COUNTRY PARK RD
WINDHAVEN LN
DEERWOOD DR
PATTY RD
JUDY ST
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
COUNTY FLU
ENVIRONMENTAL SYSTEMS CORRIDOR
URBAN MEDIUM INTENSITY
CITY FLU
COMMERCIAL
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY HAS THE CURRENT COUNTY FLU CLASS OF URBAN MEDIUM INTENSITY (UMI) AND IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EXHIBIT "A"

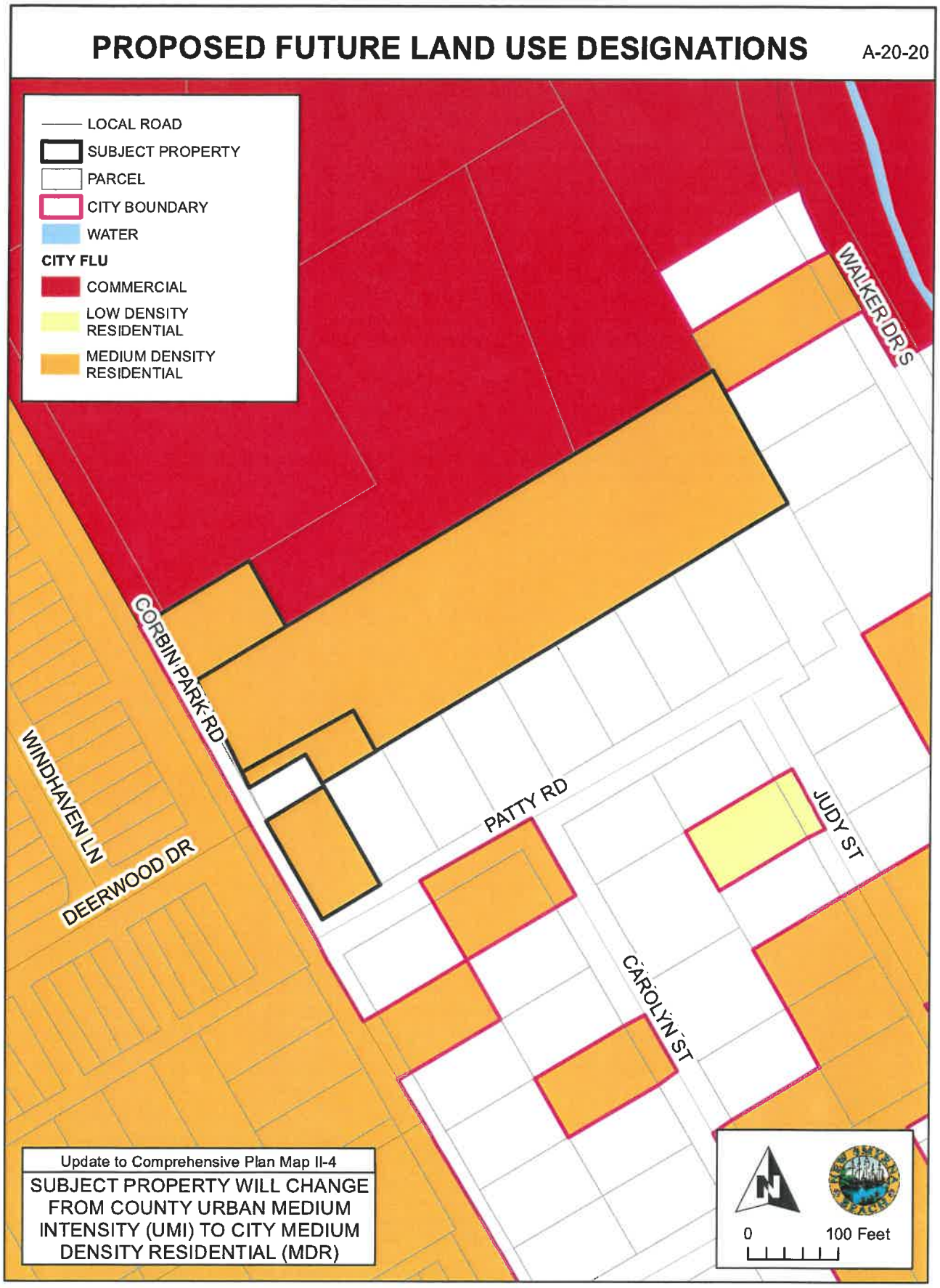

PROPOSED FUTURE LAND USE DESIGNATIONS
A-20-20
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
CITY FLU
COMMERCIAL
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
WALKER DR S
CORBIN PARK RD
WINDHAVEN LN
DEERWOOD DR
PATTY RD
JUDY ST
CAROLYN ST
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM COUNTY URBAN MEDIUM INTENSITY (UMI) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR)
N
0
100 Feet

EXHIBIT "B"

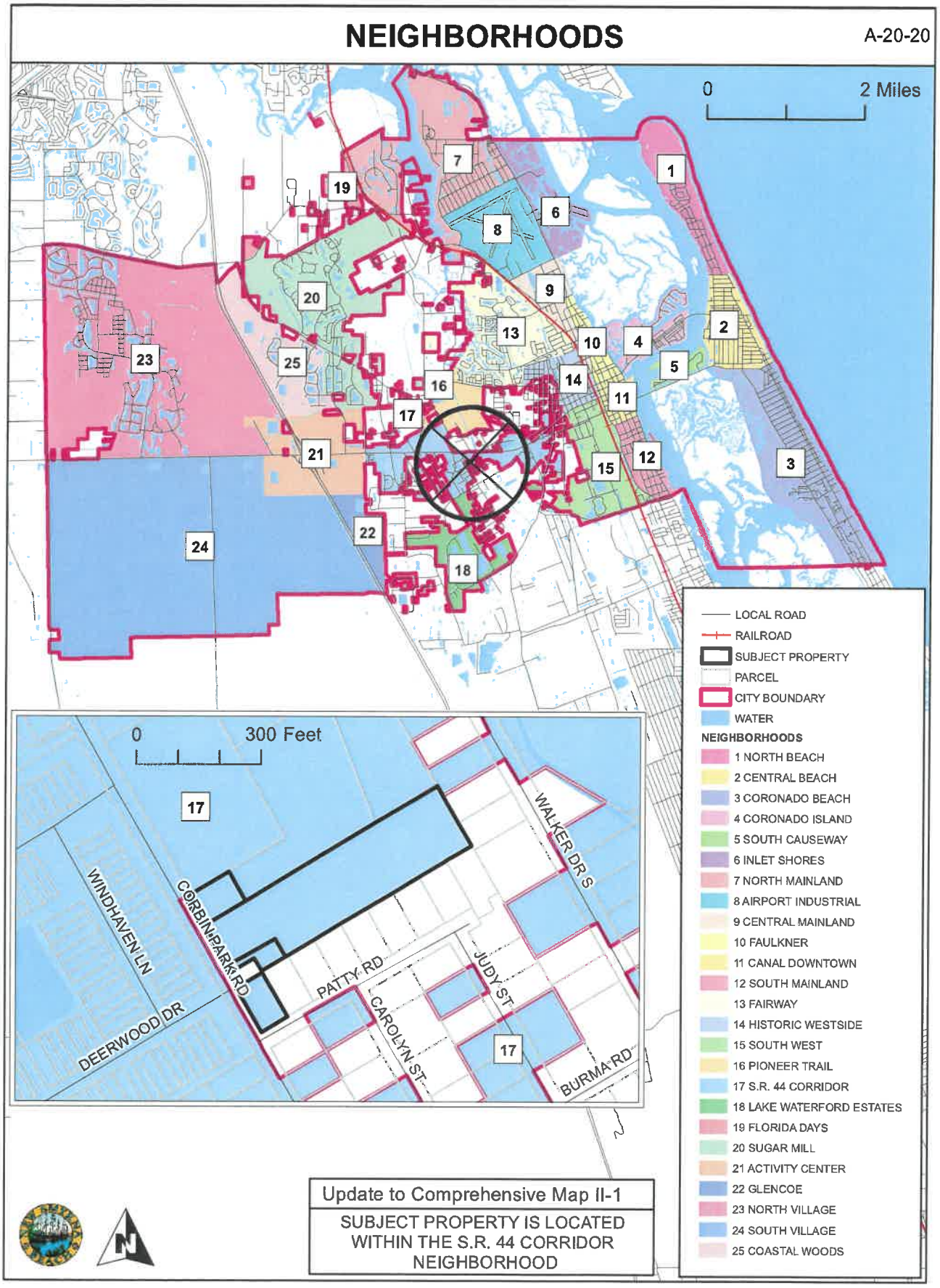

NEIGHBORHOODS
A-20-20
0
2 Miles
0
300 Feet
WINDHAVEN LN
CORBIN PARK RD
DEERWOOD DR
PATTY RD
CAROLYN ST
JUDY ST
WALKER DR S
BURMA RD
17
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
Update to Comprehensive Map II-1
SUBJECT PROPERTY IS LOCATED WITHIN THE S.R. 44 CORRIDOR NEIGHBORHOOD

EXHIBIT "C"

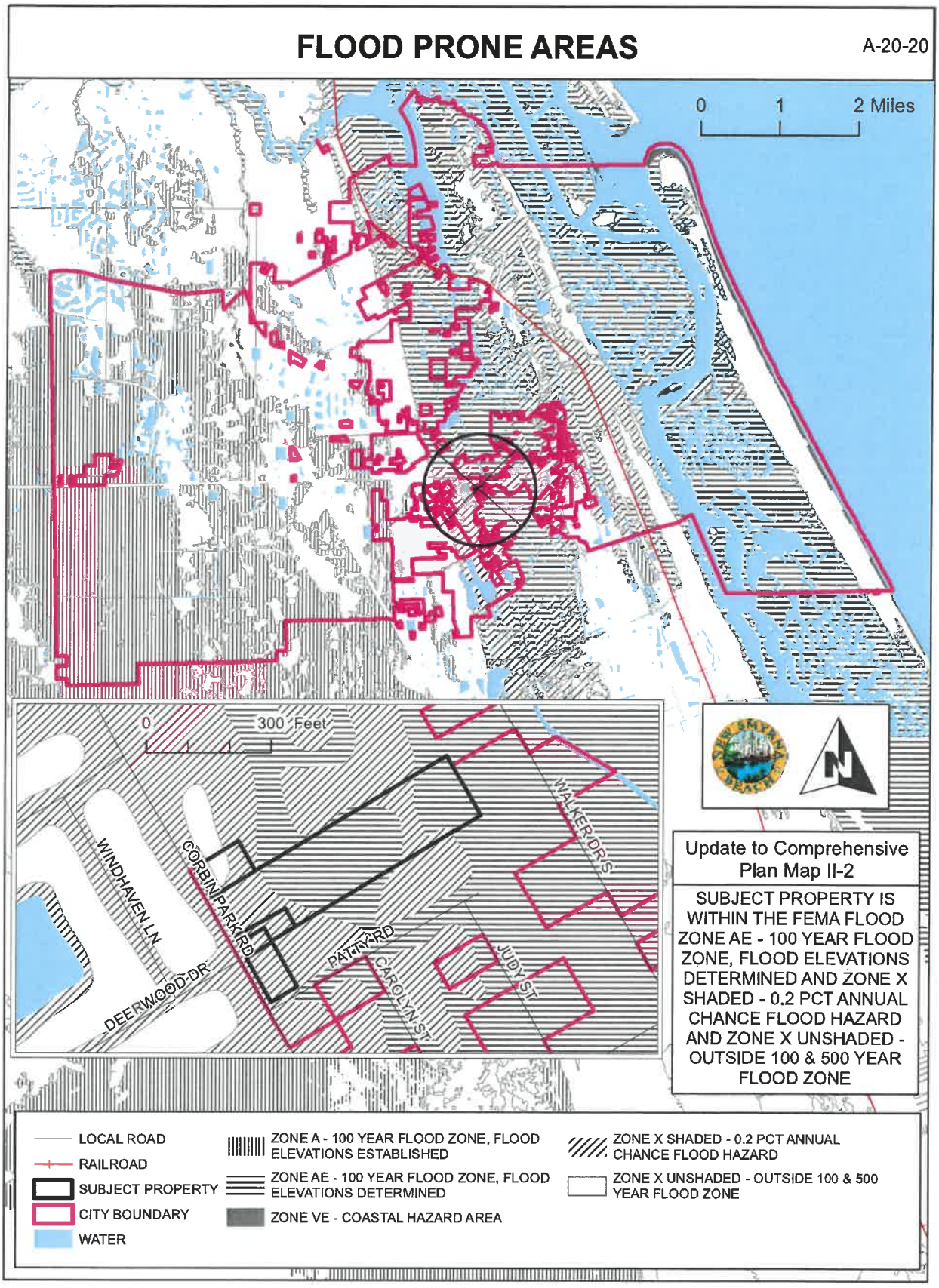

FLOOD PRONE AREAS
A-20-20
0
1
2 Miles
0
300 Feet
WINDHAVEN LN
CORBIN PARK RD
DEERWOOD DR
PATSY RD
CAROLYN ST
JUDY ST
WALKER DR S
Update to Comprehensive Plan Map II-2
SUBJECT PROPERTY IS WITHIN THE FEMA FLOOD ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED AND ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD AND ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED
ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
ZONE VE - COASTAL HAZARD AREA
ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

EXHIBIT "D"

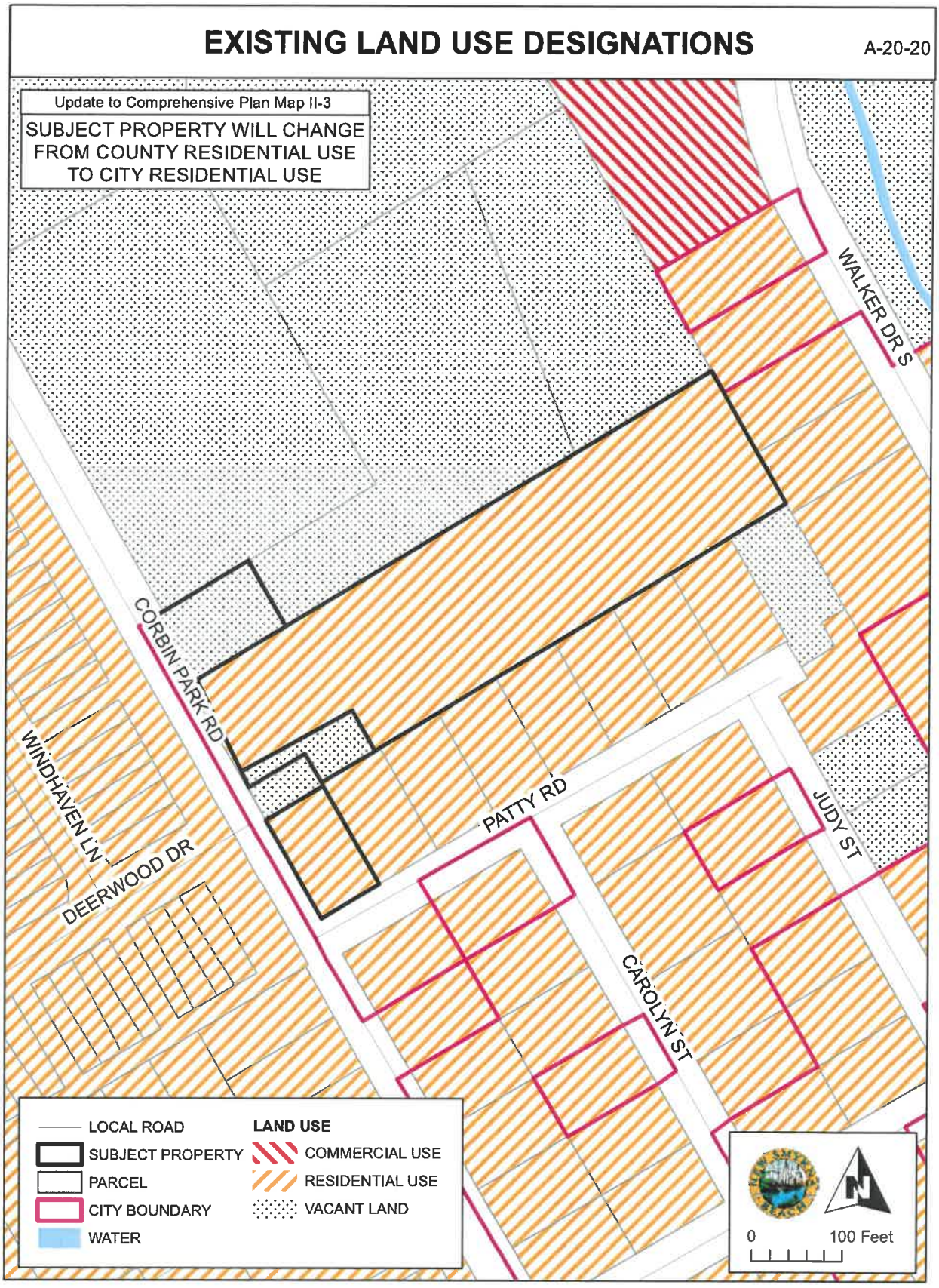

EXISTING LAND USE DESIGNATIONS
A-20-20
Update to Comprehensive Plan Map II-3
SUBJECT PROPERTY WILL CHANGE FROM COUNTY RESIDENTIAL USE TO CITY RESIDENTIAL USE
WALKER DR S
CORBIN PARK RD
WINDHAVEN LN
DEERWOOD DR
PATTY RD
JUDY ST
CAROLYN ST
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
LAND USE
COMMERCIAL USE
RESIDENTIAL USE
VACANT LAND
N
0
100 Feet

EXHIBIT "E"

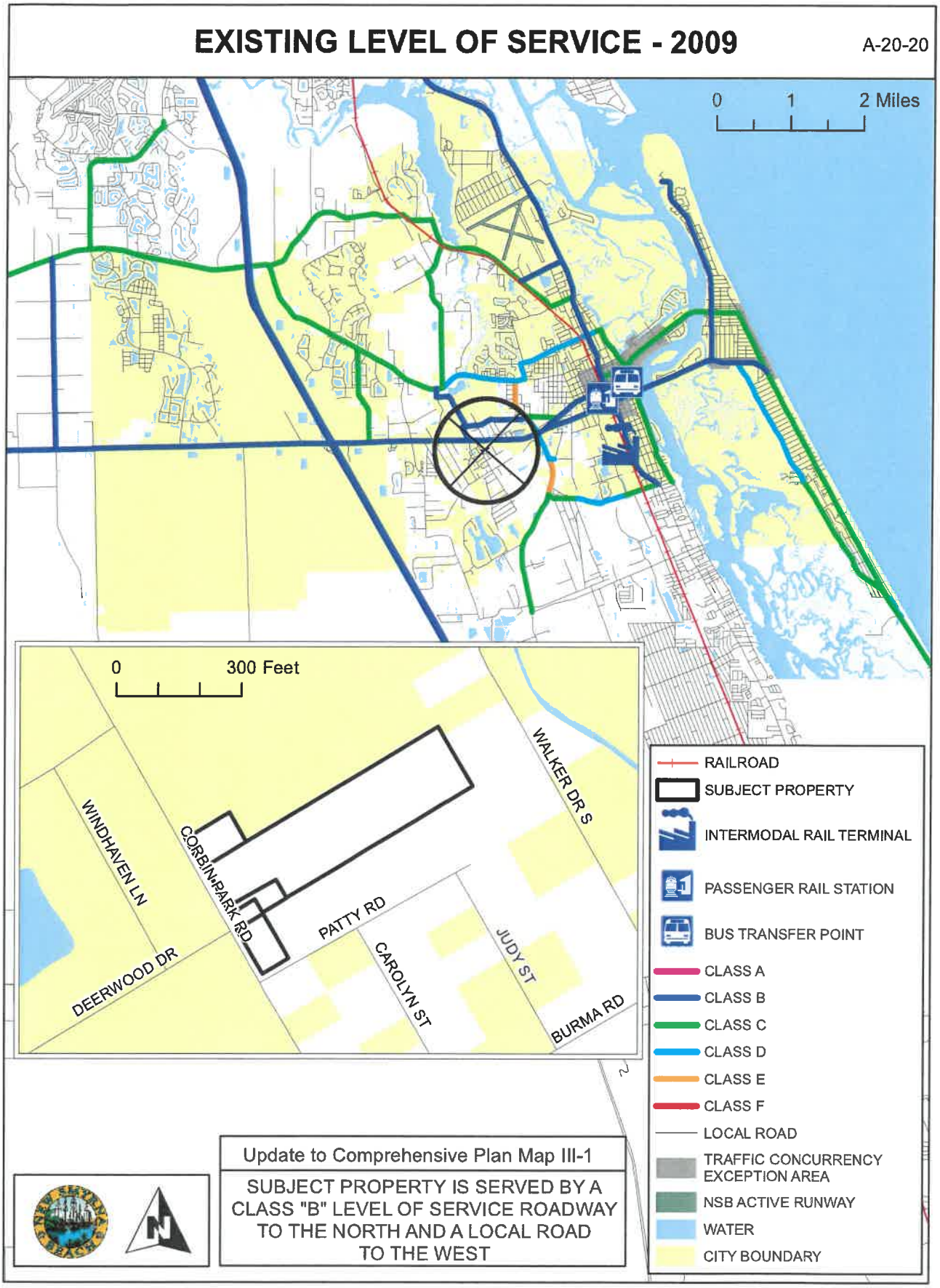

EXISTING LEVEL OF SERVICE - 2009
A-20-20
0
1
2 Miles
0
300 Feet
WINDHAVEN LN
CORBIN PARK RD
WALKER DR S
PATTY RD
CAROLYN ST
JUDY ST
BURMA RD
DEERWOOD DR
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
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 WEST

EXHIBIT "F"

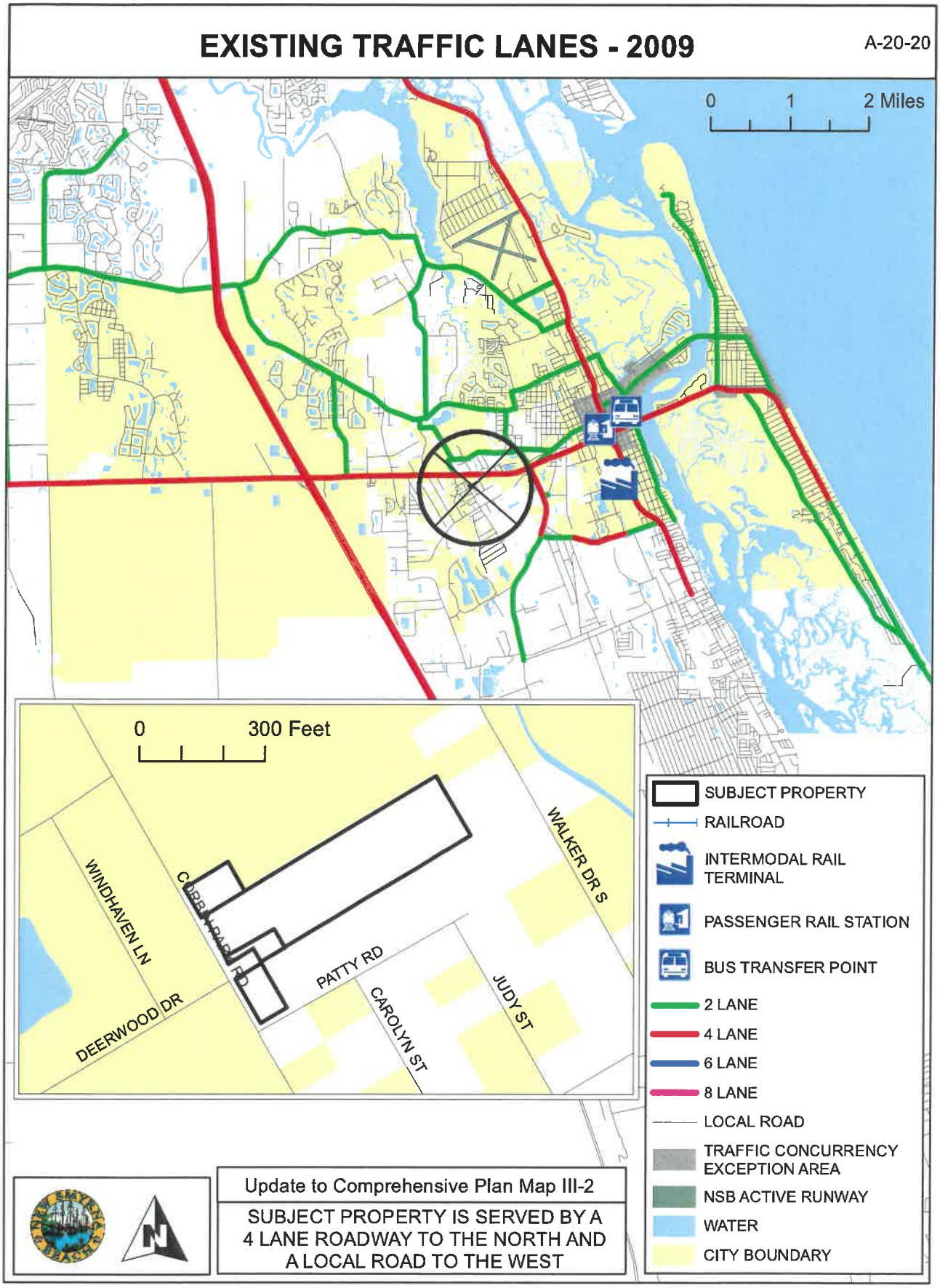

EXISTING TRAFFIC LANES - 2009
A-20-20
0 1 2 Miles
0 300 Feet
WINDHAVEN LN
CORBIN RD
PATTY RD
WALKER DR S
DEERWOOD DR
CAROLYN ST
JUDY ST
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE WEST

EXHIBIT "G"

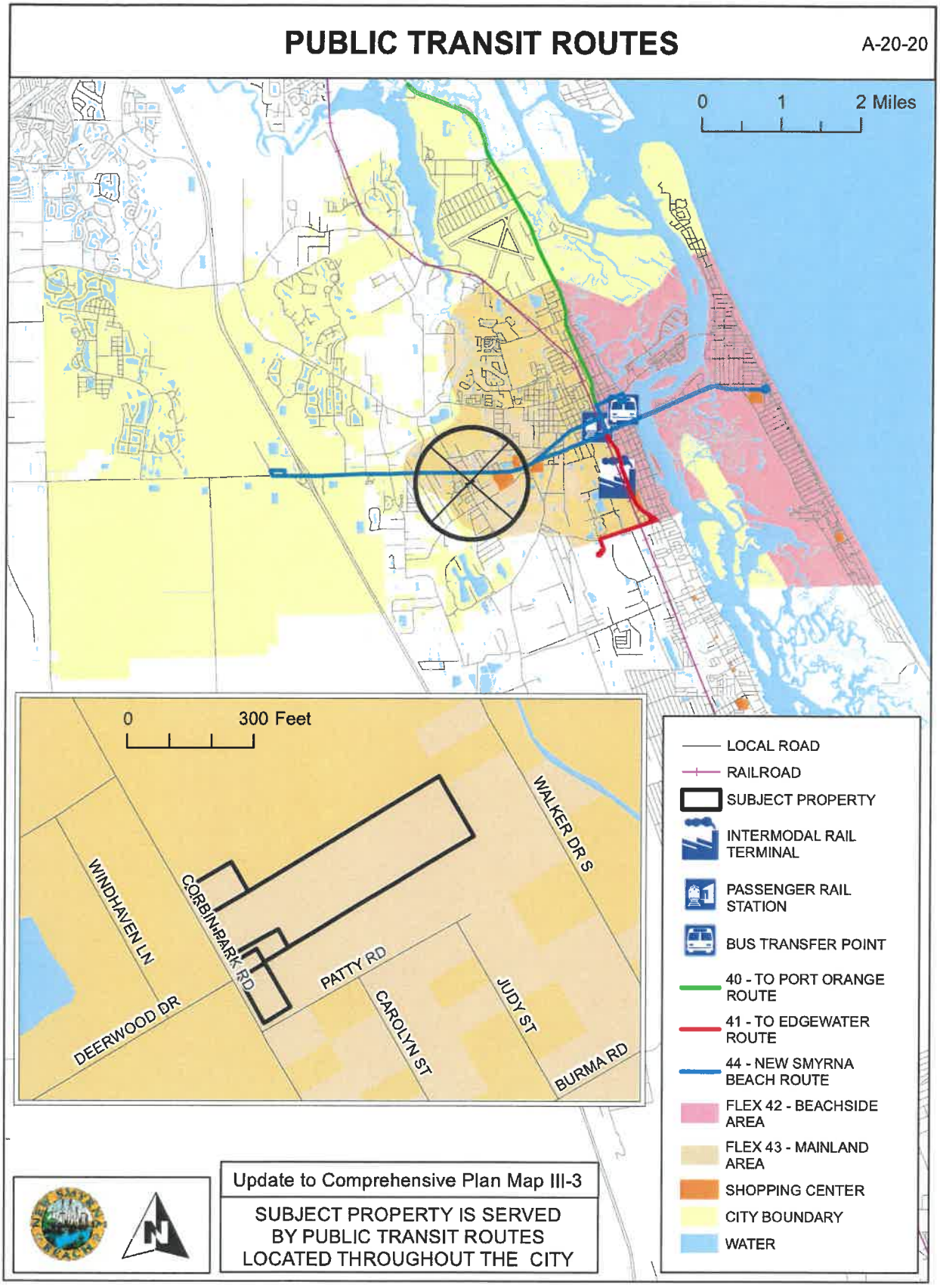

PUBLIC TRANSIT ROUTES
A-20-20
0
1
2 Miles
0
300 Feet
WINDHAVEN LN
CORBIN PARK RD
PATTY RD
CAROLYN ST
JUDY ST
WALKER DR S
BURMA RD
DEERWOOD DR
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
40 - TO PORT ORANGE ROUTE
41 - TO EDGEWATER ROUTE
44 - NEW SMYRNA BEACH ROUTE
FLEX 42 - BEACHSIDE AREA
FLEX 43 - MAINLAND 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"

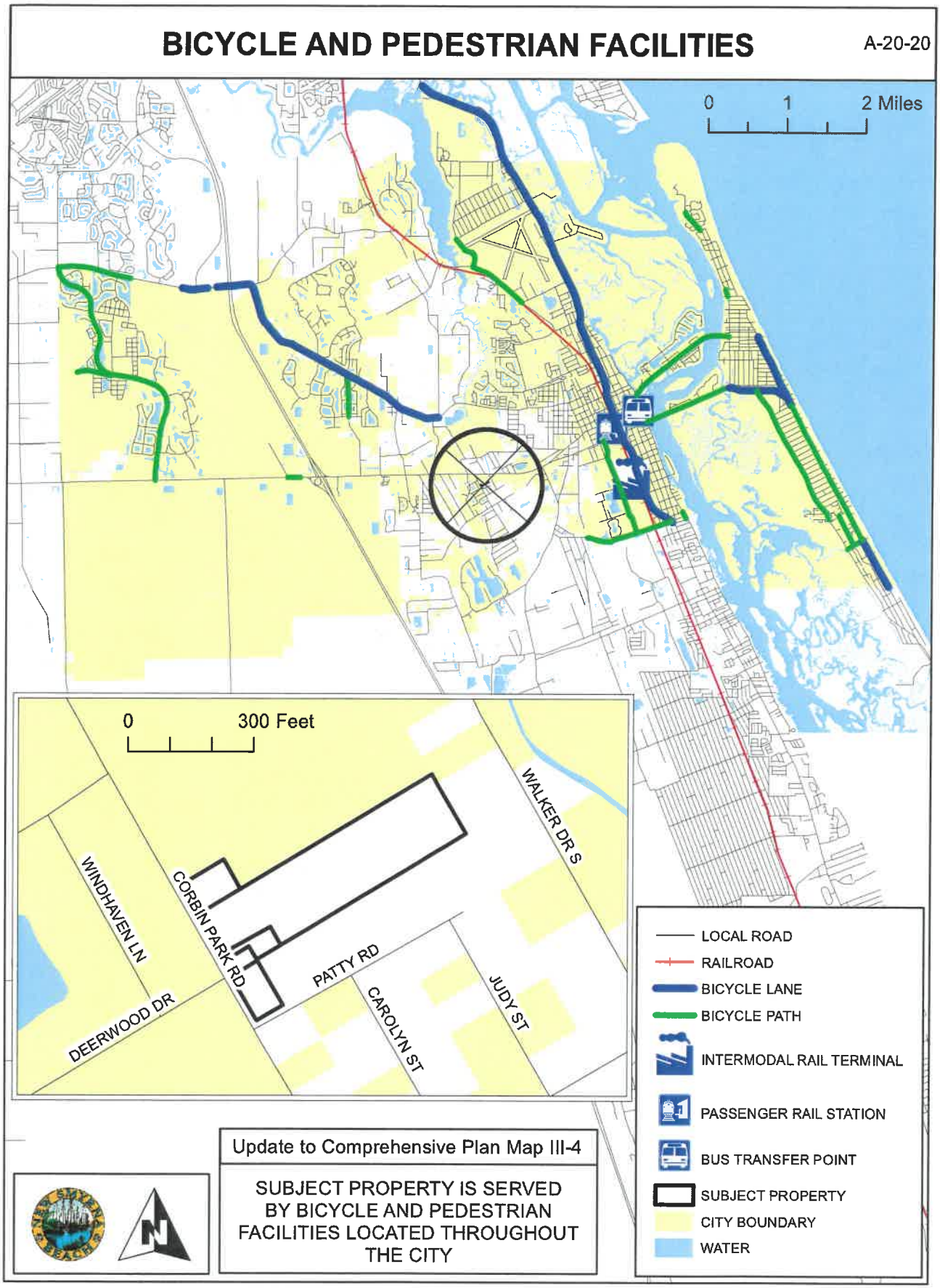

BICYCLE AND PEDESTRIAN FACILITIES
A-20-20
0
1
2 Miles
0
300 Feet
WALKER DR S
WINDHAVEN LN
CORBIN PARK RD
PATTY RD
DEERWOOD DR
CAROLYN ST
JUDY ST
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

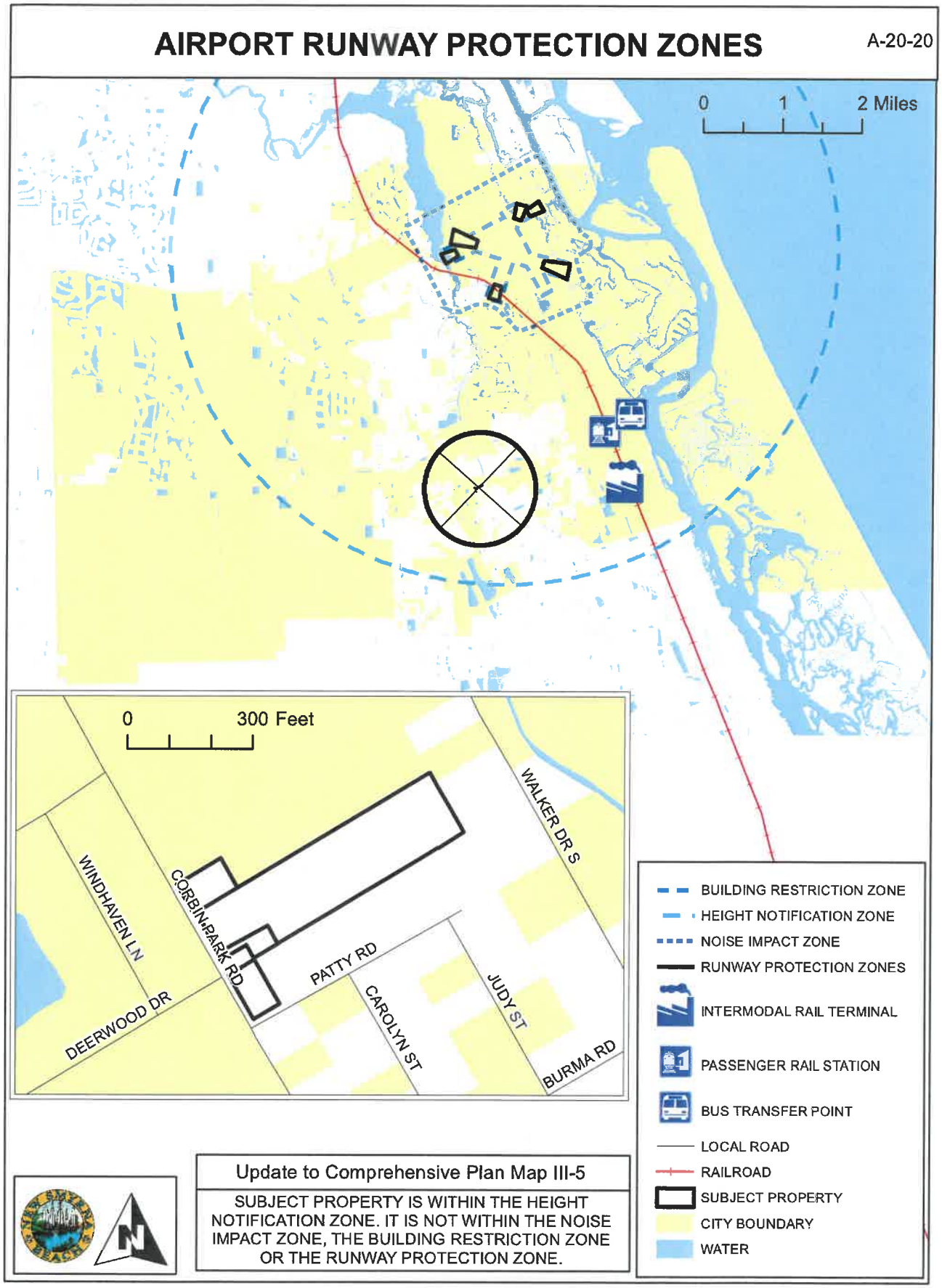

AIRPORT RUNWAY PROTECTION ZONES
A-20-20
0
1
2 Miles
0
300 Feet
WINDHAVEN LN
CORBIN PARK RD
PATTY RD
WALKER DR S
DEERWOOD DR
CAROLYN ST
JUDY ST
BURMA RD
BUILDING RESTRICTION ZONE
HEIGHT NOTIFICATION ZONE
NOISE IMPACT ZONE
RUNWAY PROTECTION ZONES
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER 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"

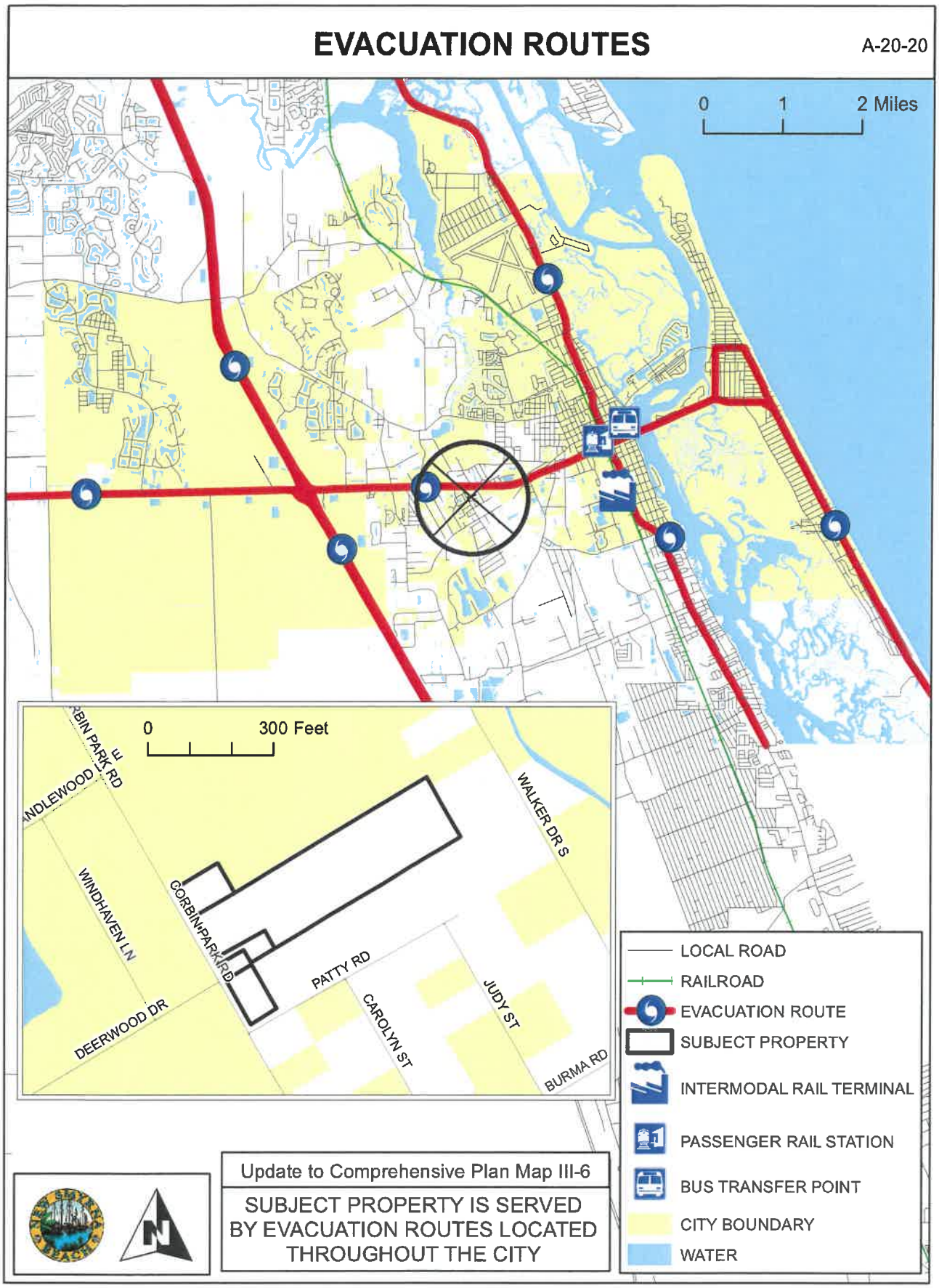

EVACUATION ROUTES
A-20-20
0
1
2 Miles
0
300 Feet
WALKER DR S
WINDHAVEN LN
CORBIN PARK RD
PATTY RD
CAROLYN ST
JUDY ST
DEERWOOD DR
BURMA RD
LOCAL ROAD
RAILROAD
EVACUATION ROUTE
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-6
SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

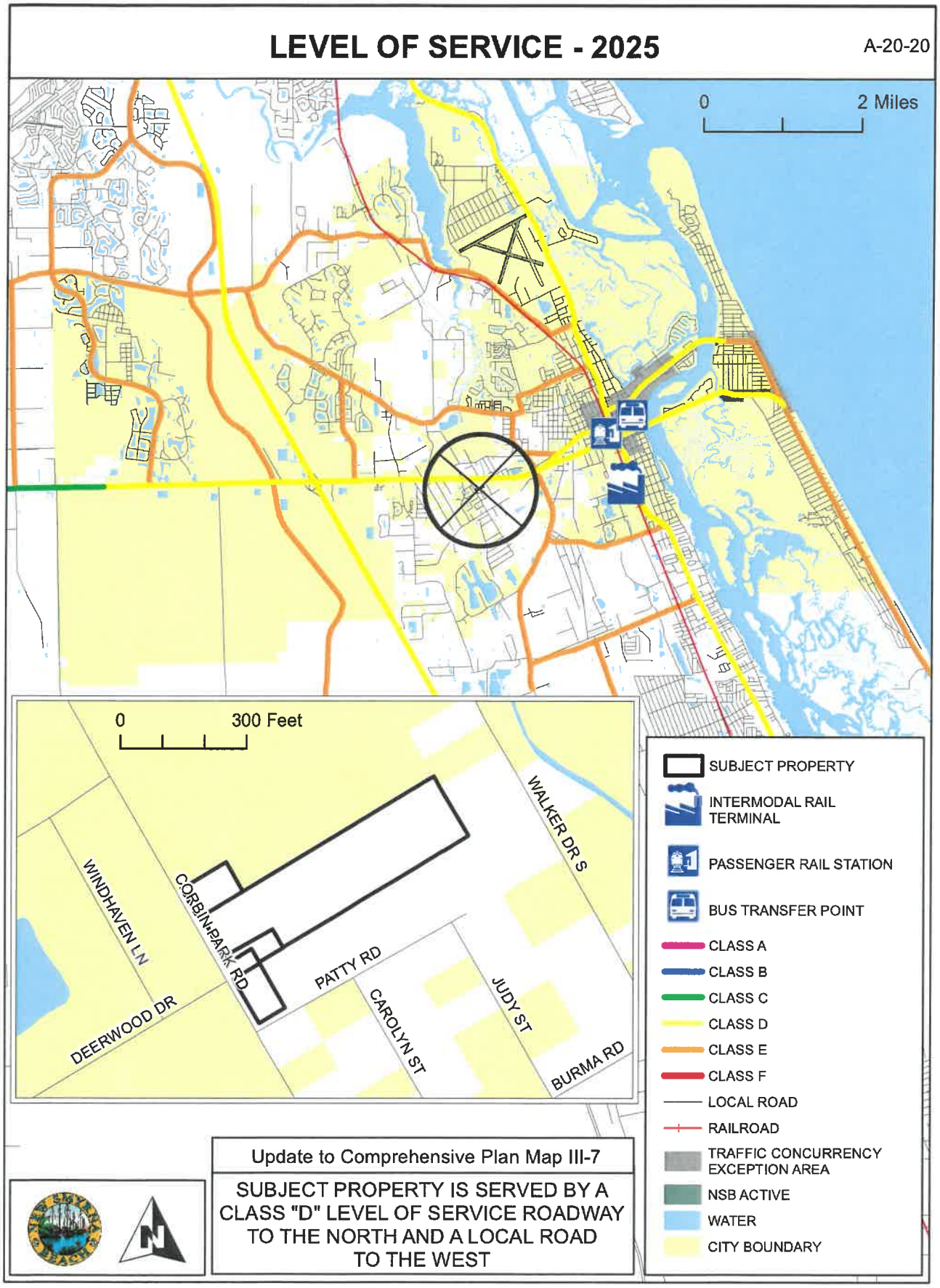

LEVEL OF SERVICE - 2025
A-20-20
0
2 Miles
0
300 Feet
WINDHAVEN LN
CORBIN PARK RD
WALKER DR S
PATTY RD
DEERWOOD DR
CAROLYN ST
JUDY ST
BURMA RD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
LOCAL ROAD
RAILROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE
WATER
CITY BOUNDARY
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 WEST

EXHIBIT "L"

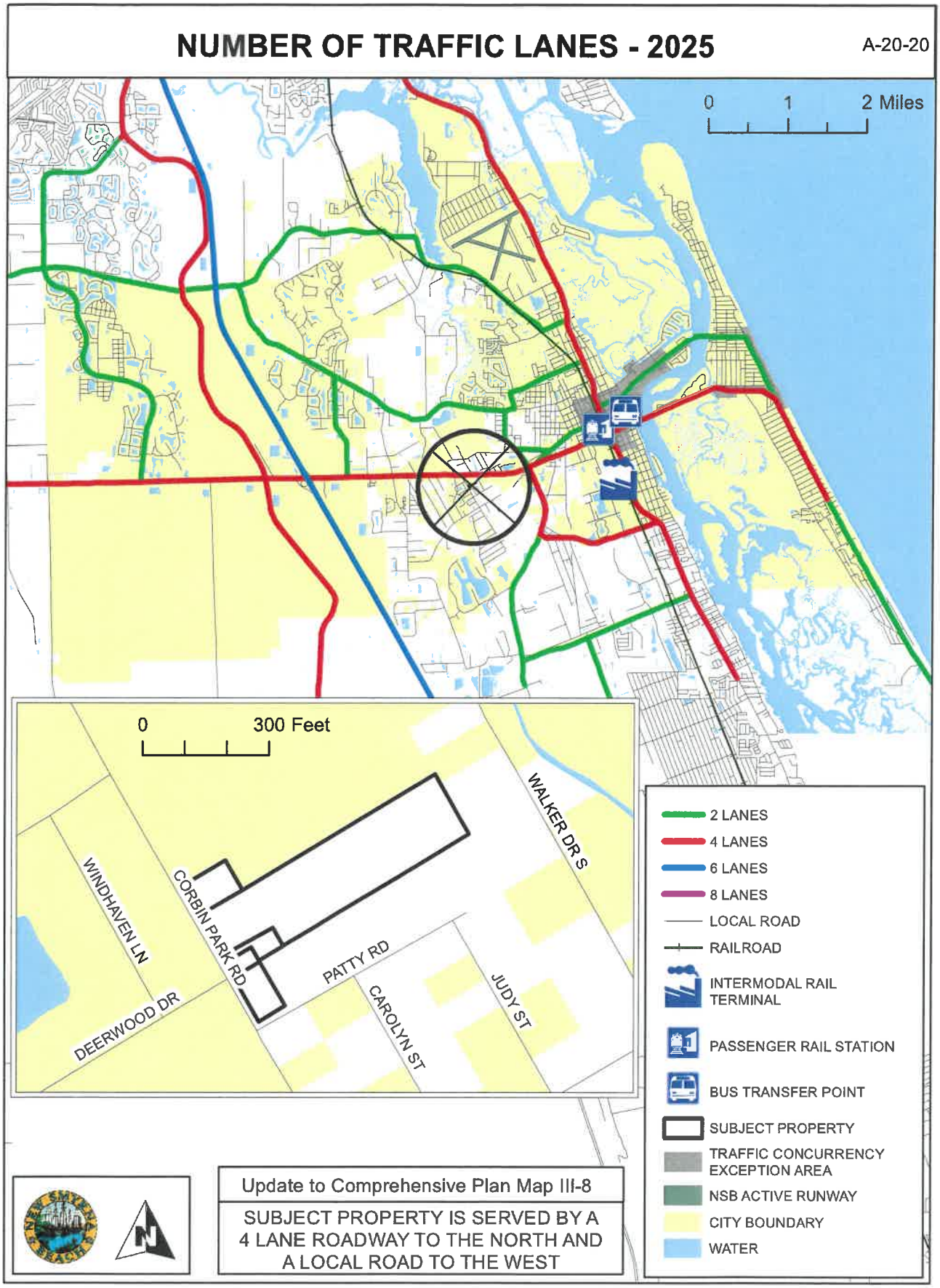

NUMBER OF TRAFFIC LANES - 2025
A-20-20
0 1 2 Miles
0 300 Feet
WALKER DR S
WINDHAVEN LN
CORBIN PARK RD
PATTY RD
CAROLYN ST
JUDY ST
DEERWOOD DR
2 LANES
4 LANES
6 LANES
8 LANES
LOCAL ROAD
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
TRAFFIC CONCURRENCY EXCEPTION 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 WEST

EXHIBIT "M"

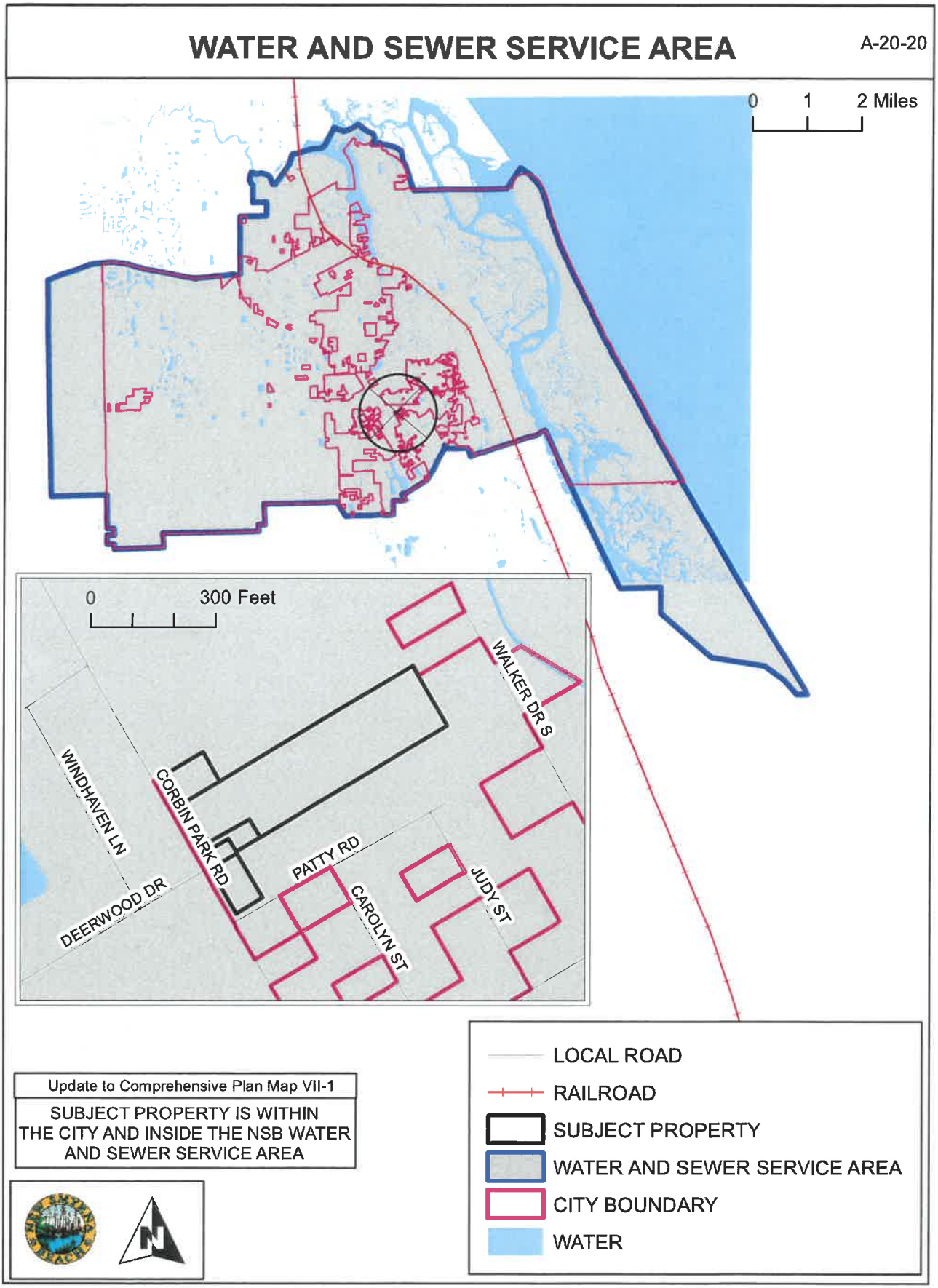

WATER AND SEWER SERVICE AREA
A-20-20
0 1 2 Miles
0 300 Feet
WALKER DR S
WINDHAVEN LN
CORBIN PARK RD
PATTY RD
JUDY ST
CAROLYN ST
DEERWOOD DR
Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
WATER AND SEWER SERVICE AREA
CITY BOUNDARY
WATER

EXHIBIT "N"

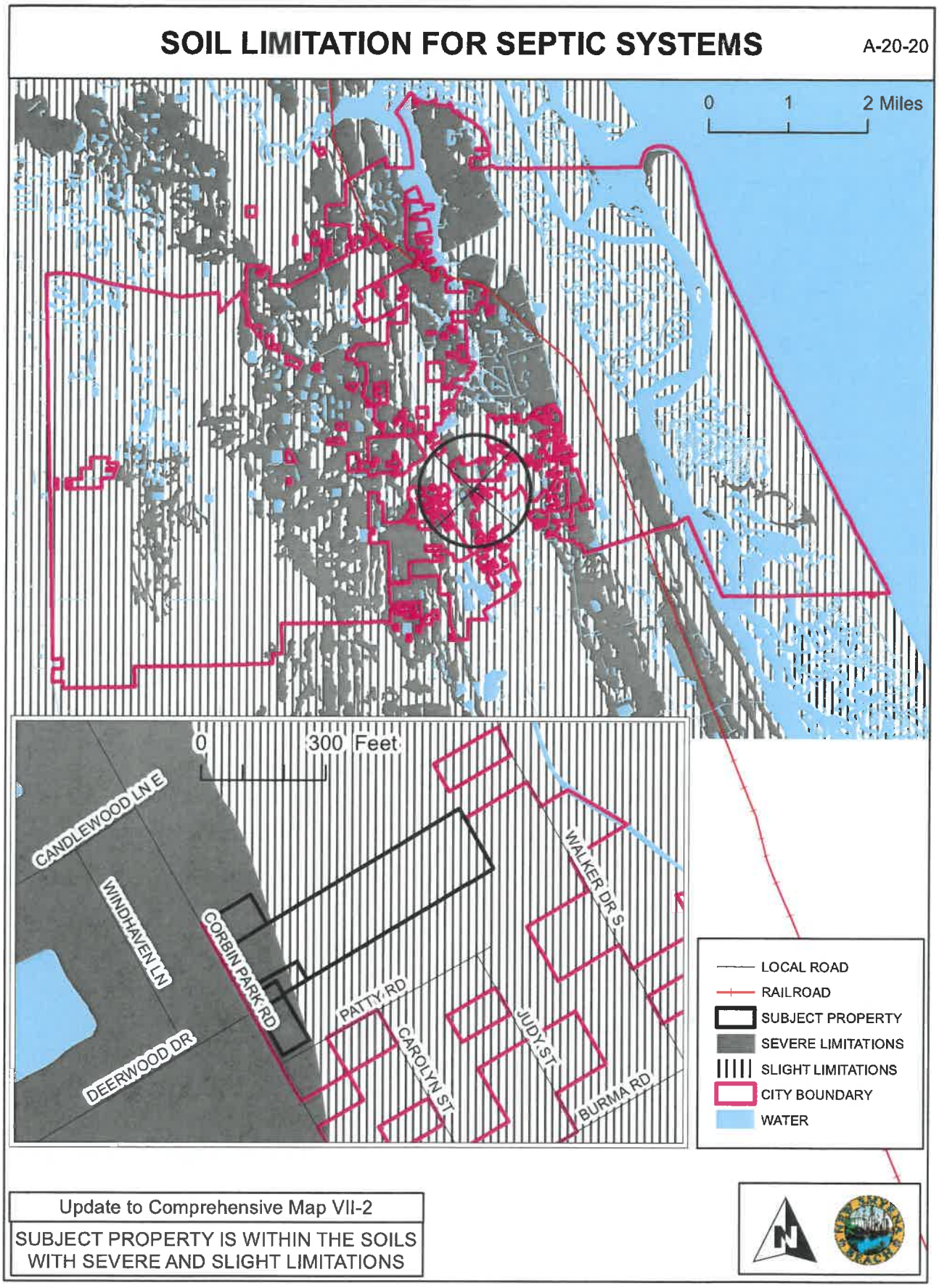

SOIL LIMITATION FOR SEPTIC SYSTEMS
A-20-20
0
1
2 Miles
0
300 Feet
CANDLEWOOD LN E
WINDHAVEN LN
DEERWOOD DR
CORBIN PARK RD
PATTY RD
CAROLYN ST
JUDY ST
WALKER DR S
BURMA RD
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE AND SLIGHT LIMITATIONS

EXHIBIT "O"

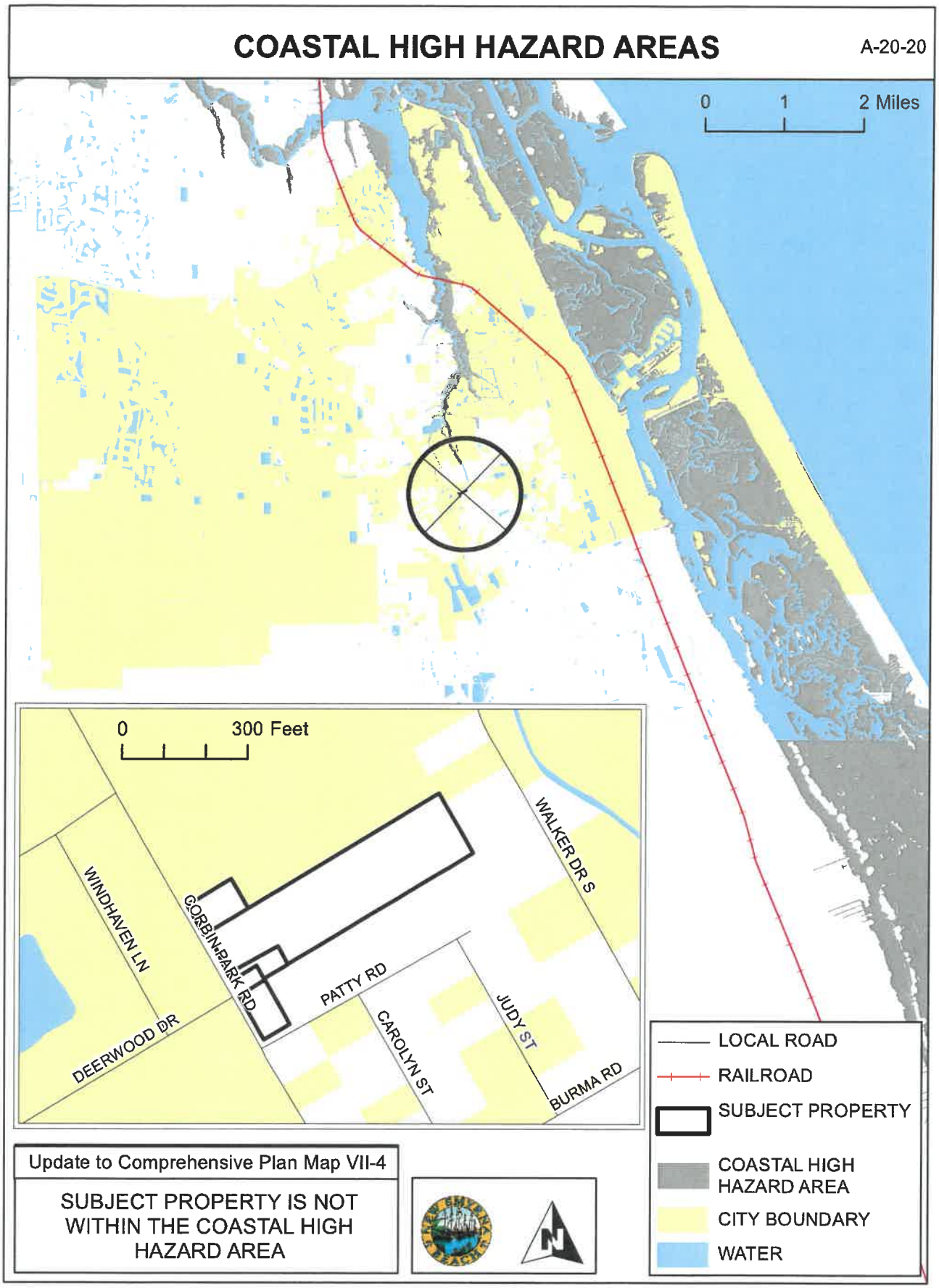

COASTAL HIGH HAZARD AREAS
A-20-20
0
1
2 Miles
0
300 Feet
WINDHAVEN LN
CORBIN PARK RD
WALKER DR S
PATTY RD
CAROLYN ST
JUDY ST
DEERWOOD DR
BURMA RD
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EXHIBIT "P"

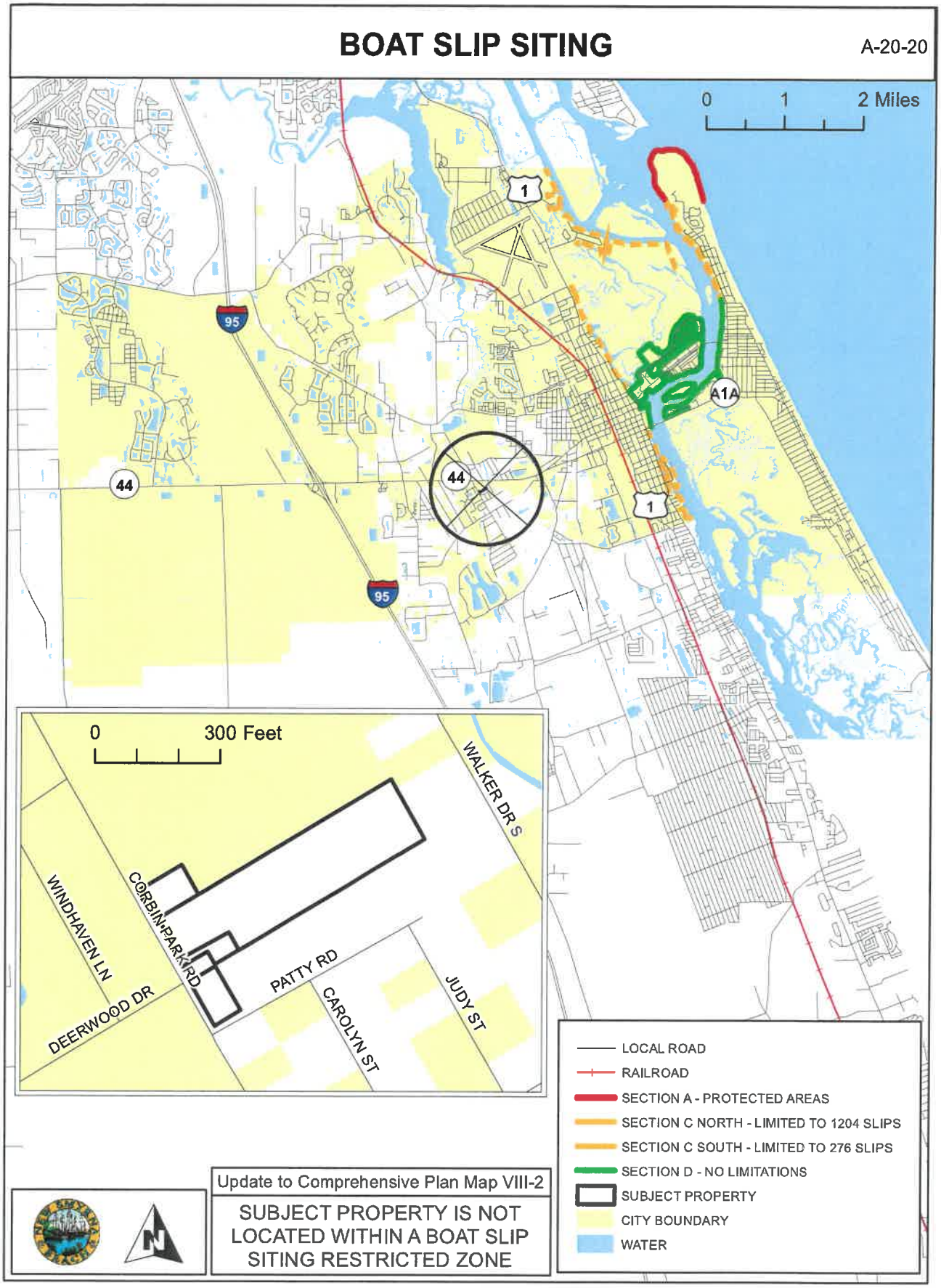

BOAT SLIP SITING
A-20-20
0 1 2 Miles
1
95
44
A1A
0 300 Feet
WALKER DR S
WINDHAVEN LN
CORBIN PARK RD
PATTY RD
CAROLYN ST
JUDY ST
DEERWOOD DR
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"

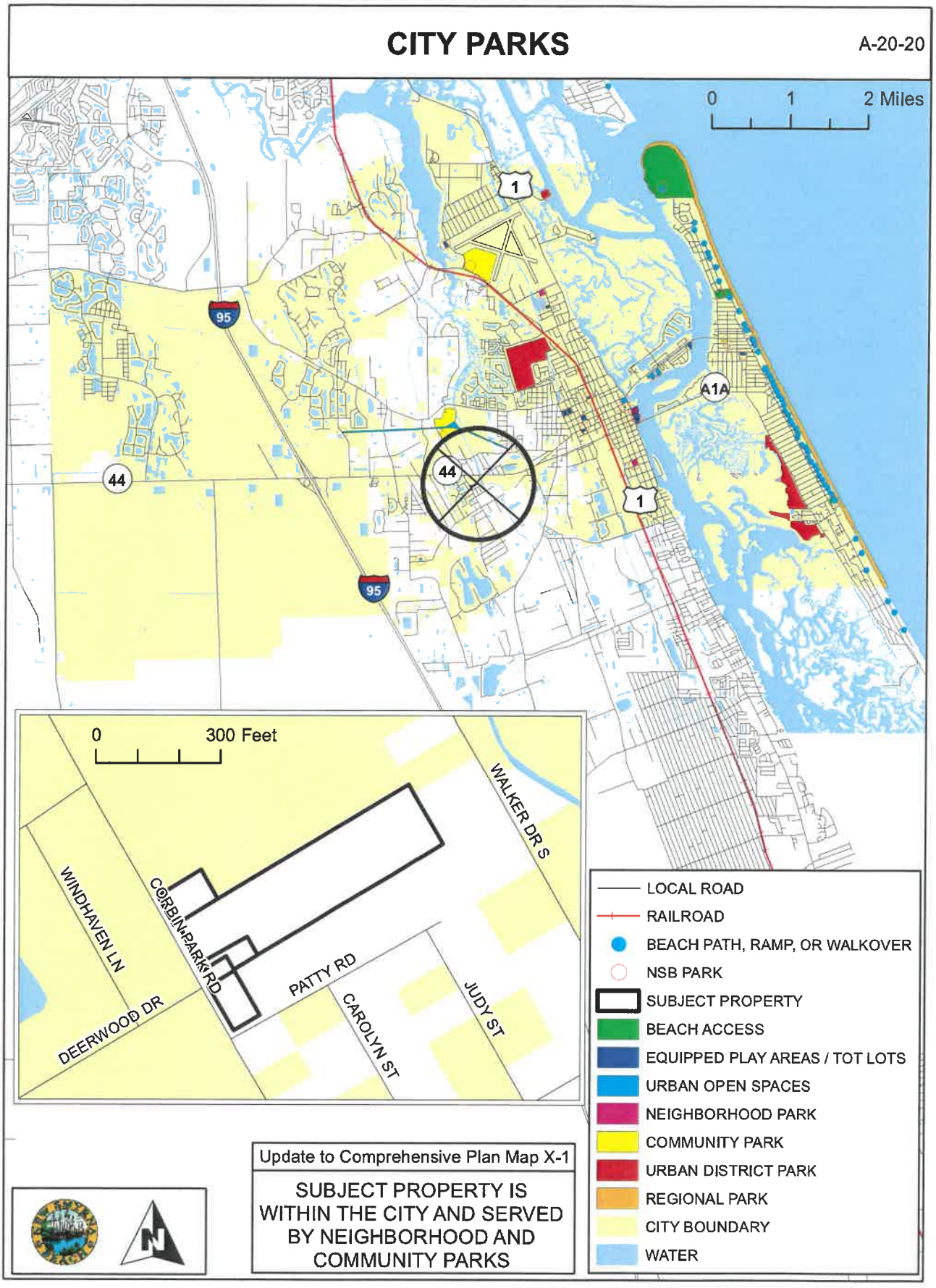
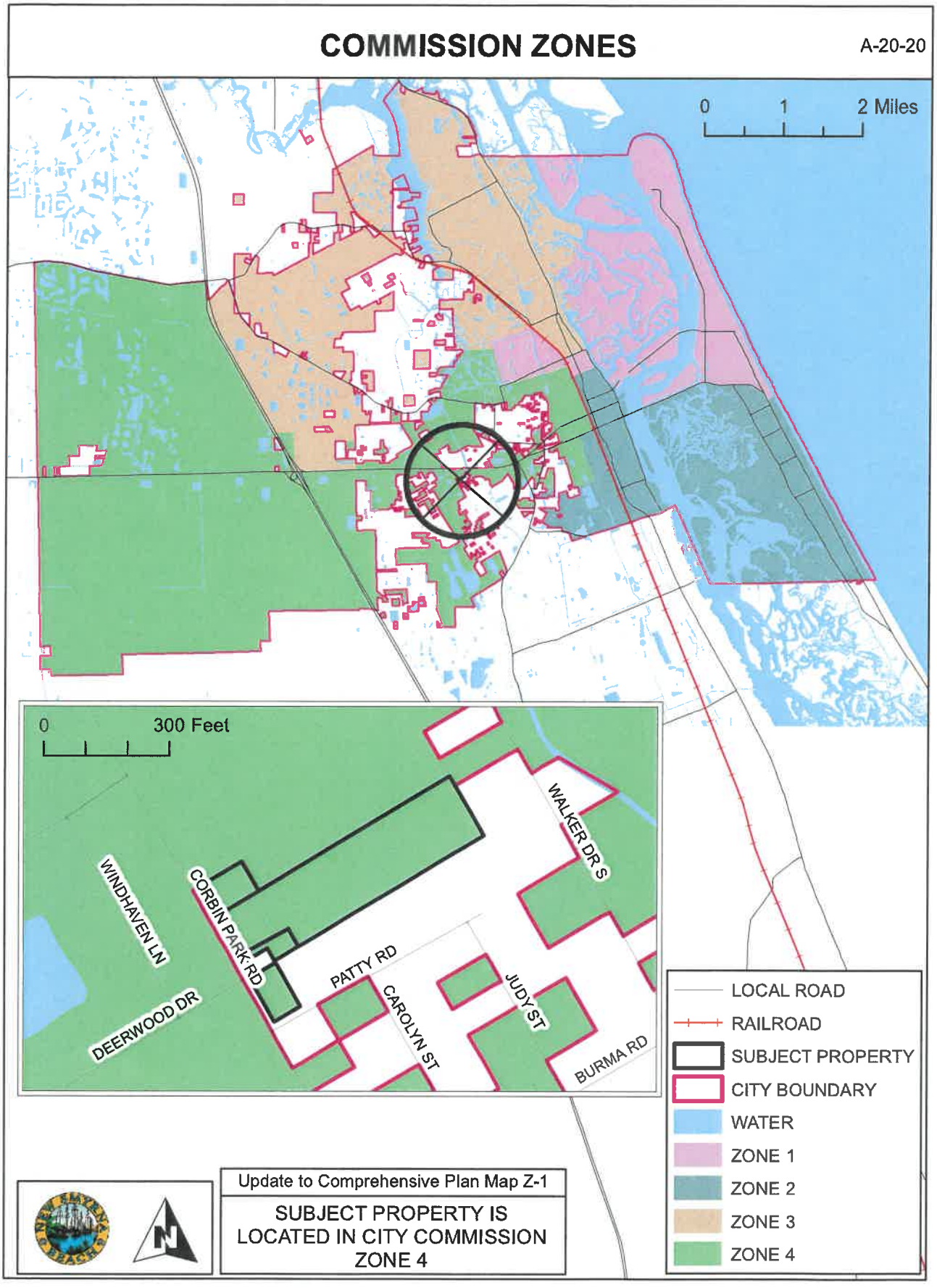

CITY PARKS
A-20-20
0
1
2 Miles
1
95
44
A1A
0
300 Feet
WALKER DR S
WINDHAVEN LN
CORBIN PARK RD
PATTY RD
CAROLYN ST
JUDY ST
DEERWOOD DR
LOCAL ROAD
RAILROAD
BEACH PATH, RAMP, OR WALKOVER
NSB PARK
SUBJECT PROPERTY
BEACH ACCESS
EQUIPPED PLAY AREAS / TOT LOTS
URBAN OPEN SPACES
NEIGHBORHOOD PARK
COMMUNITY PARK
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-20-20
0
1
2 Miles
0
300 Feet
WINDHAVEN LN
CORBIN PARK RD
PATTY RD
CAROLYN ST
JUDY ST
WALKER DR S
BURMA RD
DEERWOOD DR
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - PLANNING & ZONING

ORDINANCE NO. 03-21: CONDUCT THE SECOND READING AND QUASI-JUDICIAL PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD REZONE APPROXIMATELY 2.85 ACRES OF LAND LOCATED ON A SINGLE PARCEL ADDRESSED AS 345 CORBIN PARK ROAD AS PART OF AN OVERALL ANNEXATION APPLICATION.

January 26, 2021

Background:

Applicant: A. Joseph Posey, Esq., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114

Property Owner: Brilliance North Dixie, LLC, 1055 North Dixie Freeway, STE 1, New Smyrna Beach, Florida 32168

Request: Rezoning:

- **From:** Volusia County zoning designation of R-4, Urban Single Family Residentia with an "A" to designate the parcel is located the Airport Height Notification District.

- **To:** City zoning designation of R-2, Single Family Residential with an "A" to designate the parcel is located the Airport Height Notification District.

Site Information:

- **Size:** 2.85 acres

- **Location:** South of State Road 44, along the east side of Corbin Park Road north of Patty Road.

Tax I.D. Number: 7343-06-00-0580 (345 Corbin Park Rd)

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.

The subject property is within the annexation area designated in the ISBA. The subject property is currently developed with two (2) single family houses. 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 text descriptions of the existing zoning 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. The existing County FLU designation is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family. The proposed City FLU designation is Medium Density Residential. The proposed City zoning designation is R-2, Single Family Residential. A text description of the proposed City R-2, Single Family Residential zoning and a map of the proposed change, is attached as **Exhibits F** and **G**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation,

potable water, wastewater treatment, solid waste collection, storm-water management, and public school facilities. Since this property is partially developed with no application to increase density for this property, staff did not prepare a concurrency analysis table for this case.

T h e *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

At its regularly scheduled meeting on November 9, 2020, the Planning and Zoning Board voted, 7-0, to give the City Commission a positive recommendation to approve the rezoning as part of an overall annexation application.

Staff recommends the City Commission **approve** the requested rezoning to City R-2, Single Family Residential with an "A" to designate the parcel is located the Airport Height Notification District as part of an overall annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

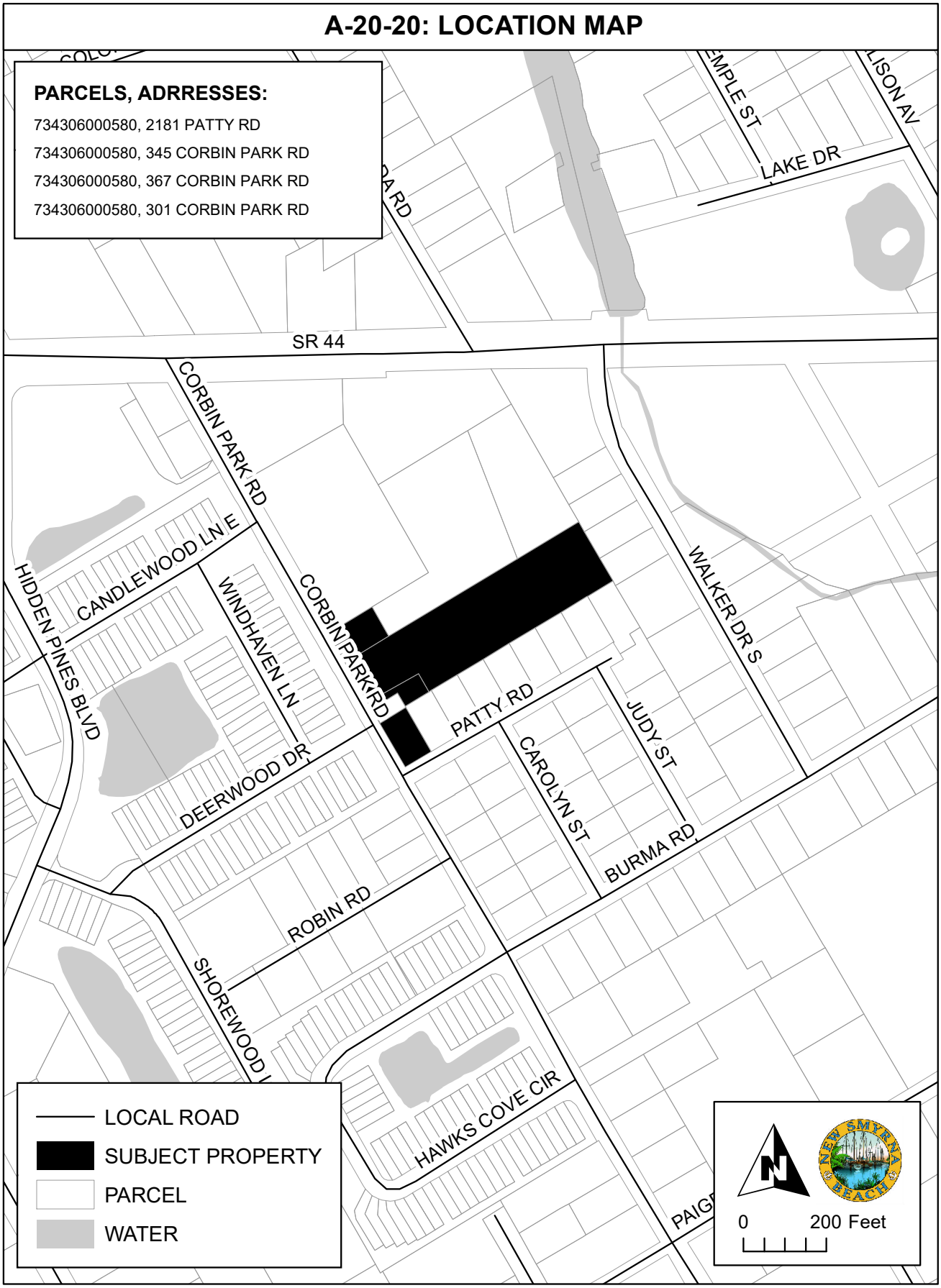
Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

A-20-20 Exhibit A Location Map2.pdf
A-20-20 Exhibit B Aerial Map2.pdf
A-20-20 Exhibit C Existing Zoning Map.pdf
A-20-20 Exhibit D County R-4 Zoning Text.pdf
A-20-20 Exhibit E Existing Land Use.pdf
A-20-20 Exhibit F City R-2 Zoning Text.pdf
A-20-20 Exhibit G Proposed Zoning Map.pdf
A-20-20 Interlocal Service Boundary Agreement2.pdf

Owner Authorization.pdf
Survey.pdf
LEGAL DESCRIPTION COMBINED2.pdf
Ord 03-21 Rezoning 345 Corbin Park Rd.pdf

A-20-20: LOCATION MAP

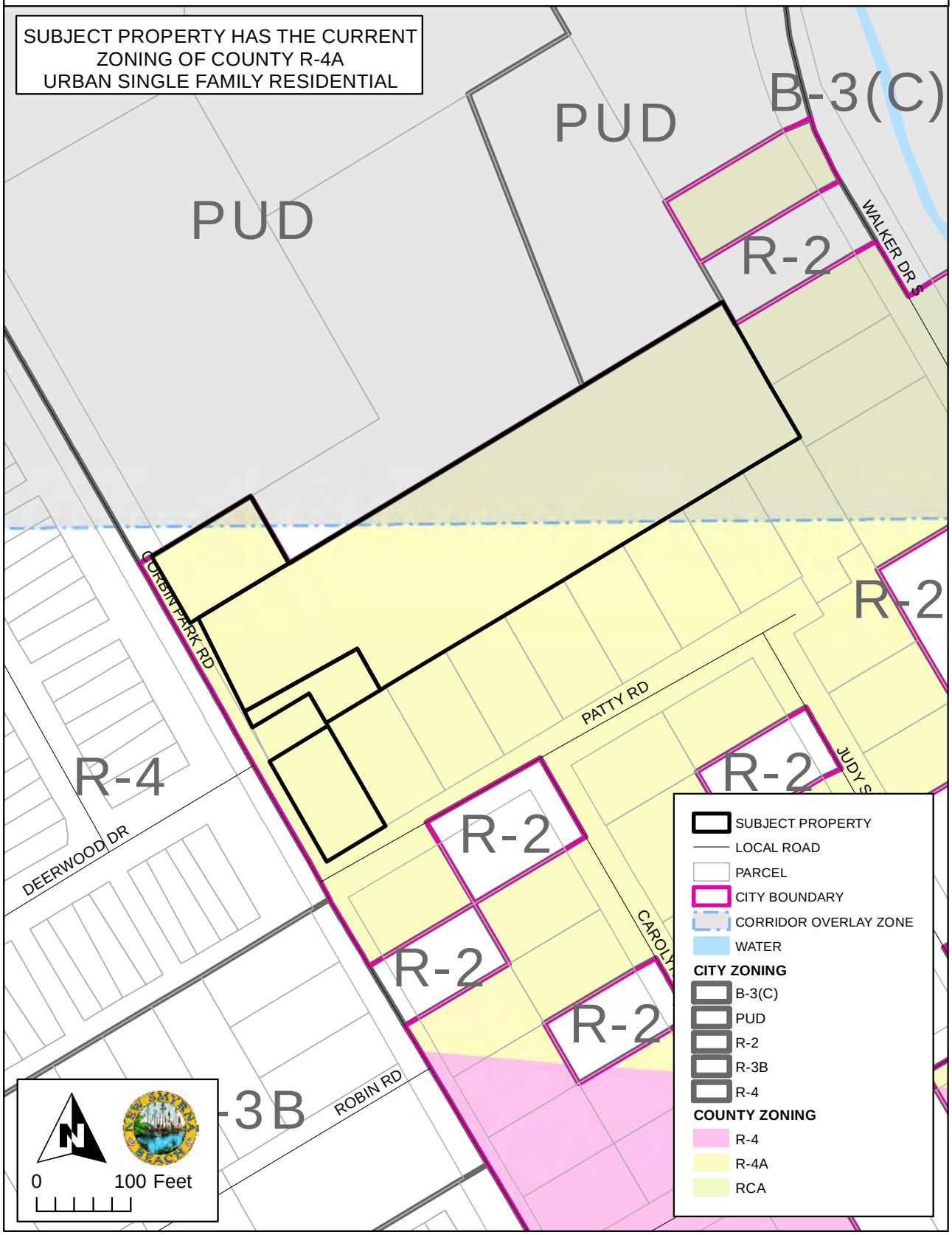


A-20-20: AERIAL MAP



EXISTING ZONING

A-20-20



R-4 URBAN SINGLE-FAMILY RESIDENTIAL CLASSIFICATION

Purpose and intent: The purpose and intent of the R-4 Urban Single-Family Residential Classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Permitted principal uses and structures: In the R-4 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions (refer to subsection 72-304).
Communication towers not exceeding 70 feet in height above ground level.
Essential utility services.
Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.
Exempt landfills (refer to subsection 72-293(16)).
Fire stations.
Home occupations, class A (refer to section 72-283).
Houses of worship.
Parks and recreational areas accessory to residential developments.
Public schools.
Publicly owned parks and recreational areas.
Publicly owned or regulated water supply wells.
Single-family standard or manufactured modular dwelling.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Bed and breakfast (refer to subsection 72-293(19)).
Cemeteries (refer to subsection 72-293(4)).
Communication towers exceeding 70 feet in height above ground level.
Day care centers (refer to subsection 72-293(6)).
Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).
Excavations only for stormwater retention ponds for which a permit is required by this article.
Garage apartments.
Off-street parking areas (refer to subsection 72-293(14)).
Public uses not listed as a permitted principal use.
Public utility uses and structures (refer to subsection 72-293(1)).
Recreational areas (refer to subsection 72-293(3)).
Schools, parochial or private (refer to subsection 72-293(4)).

Dimensional requirements:
Minimum lot size:
Area: 7,500 square feet.
Width: 75 feet.

Minimum yard size:
Front yard: 25 feet.
Rear yard: 20 feet.
Side yard: 20 feet combined, minimum of eight feet on any one side.
Waterfront yard: 25 feet.

Maximum building height: 35 feet.

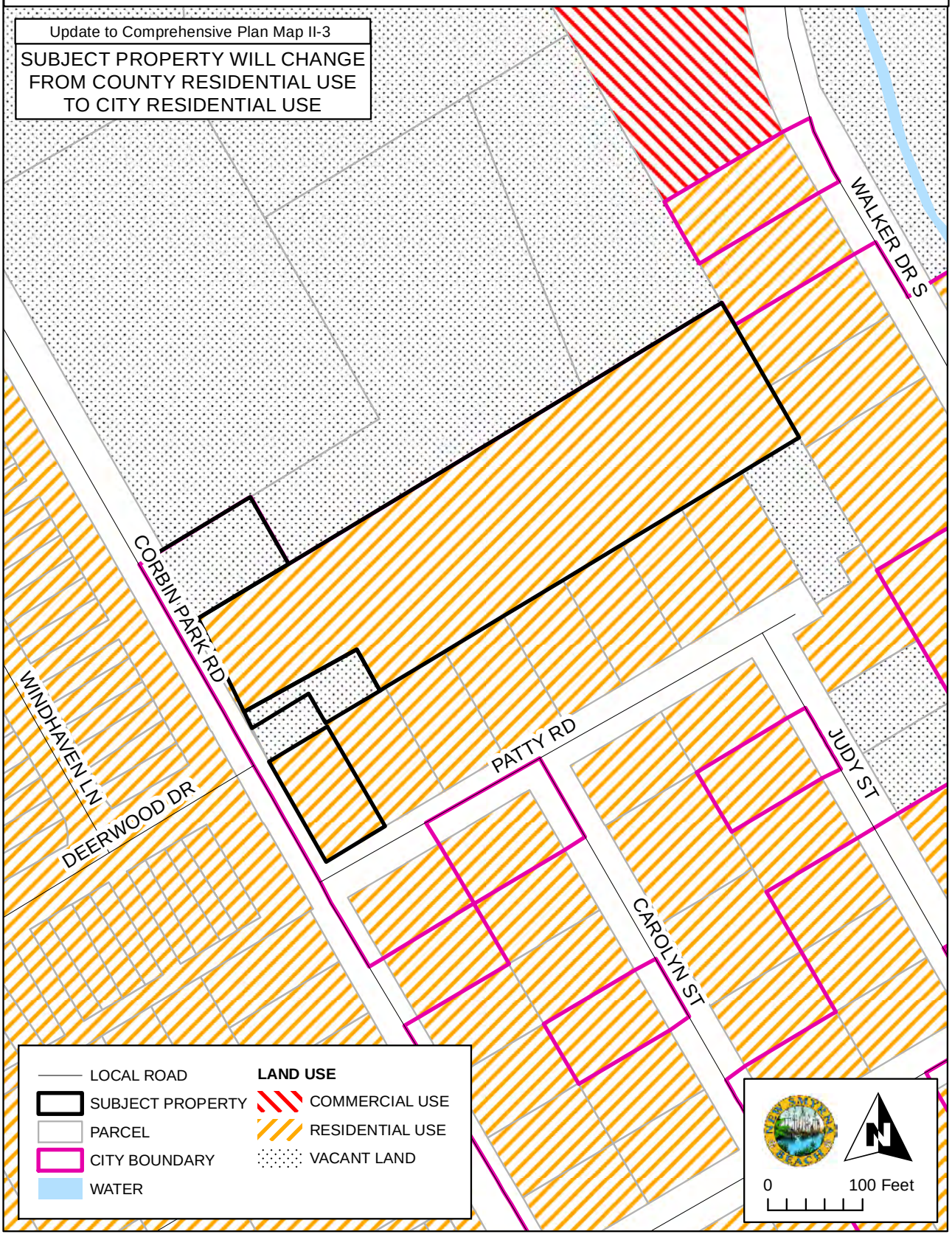
Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 850 square feet.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

EXISTING LAND USE DESIGNATIONS

A-20-20



R-2 SINGLE FAMILY RESIDENTIAL DISTRICT

Intent:

The R-2 district is intended to be a single-family residential district for low population densities. Existing development and usage has resulted which is being preserved in order to stabilize the neighborhood. The nature of the residential use of the property throughout the district will enhance the prospects for orderly future residential development.

Permitted Uses:

Playfields
Playgrounds
Public Parks
Recreation Buildings and Complexes for exclusive use by residents and guests in a residential development
Single Family Dwelling Units

Permitted Accessory Uses:

Garages
Gazebos
Incidental Uses
Permitted Home Occupations
Storage Sheds
Swimming pools, private, provided a principal structure exists and the pool is located behind the front plane of the principal structure. Corner lots will be considered to have two front planes, one on each street. If a structure is not constructed squarely on a parcel, the swimming pool must be located at or behind the most restrictive front plane of the principal structure. **Ord. #30-10**
Open Front Porches, up to 10 feet into the front yard setback, subject to the following conditions:
Open Front Porch shall not be enclosed in any manner,
Open Front Porch must be open wall construction without screen,
Open Front Porch shall have a similar roofing material as the primary structure,
Open Front Porch front building line shall be measured from the vertical support column. **Ord. #75-16**
Uses customarily associated with the permitted principal uses

Special Exceptions:

Child day care on church property, subject to the following additional conditions:

1. The church property shall be located on and be accessible by an arterial or collector roadway.

2. Play areas shall be fenced and landscaped. The landscaping shall have a vegetative hedge that will reach six feet in height within two years that is planted a minimum of three feet on center.

3. Play areas shall be located within all applicable setback dimensions.

4. The church property shall have a vehicular drop off and pickup area with a minimum 100 feet of drive lane outside of the public right-of-way, or sufficient parking area to provide enough space to fit the required parking and provided space for drop off and pick up. **Ord. #04-00**

Facilities owned and/or operated by federal, state, county or municipal government except country clubs and golf courses

Schools and churches provided all structures are located at least thirty-five (35) feet from all side or rear property lines and off-street parking areas abutting residential property are screened by a buffer meeting the requirements of this LDR.
[Revised 3/27/00]

Dimensional Requirements:

Minimum Lot Size:

Area	8,625 square feet
Depth	115 feet
Width	75 feet

Minimum Yard Size:

Front yard	30 feet or as required per Section 504.01(M) of this LDR
Rear yard	7.5 feet
Side yard	7.5 feet

Maximum Building Coverage:

The total area covered with buildings on any lot shall not exceed 40% of the total lot area. (Ord. 78-98)

Screen Enclosures:

As an exception to the maximum building coverage provision any parcel may be allowed an additional ten percent (10%) building coverage for only a screen pool enclosure if the following conditions are met:

1. A screen pool enclosure shall only cover the swimming pool and surrounding pool deck and shall have a roof and walls consisting entirely of screening; and

2. There shall be no variances granted to exceed the maximum building coverage or additional coverage allowed for screen enclosures.

Ord. #05-09

Maximum Impervious Lot Coverage:

The total area of the lot that may be covered with impervious material is sixty (60) percent.

Maximum Principal Building Height:

Thirty-five (35) feet.
Three (3) stories.

Minimum Floor Area Requirements:

750 square feet of livable area for one and two-bedroom dwelling units; 1200 square feet of livable area for a three-bedroom dwelling unit; and 1300 square feet livable area for a four-bedroom dwelling unit. **[Revised 7-1-03]**

Corner Lots:

(1) Parcels which front on two streets shall provide a thirty (30) foot front yard on one street frontage and a 15 foot half depth front yard on the other street, or as required per Section 504.01(M) of this LDR.

(2) Parcels fronting on three streets shall provide two thirty (30) foot front yards and a 15 foot half depth front yard on the remaining street or as required per Section 504.01(M) of this LDR. **Ord. #23-00**

Driveway Access

The minimum driveway length shall be 20 feet (excluding portion of a driveway within the public right-of-way). **Ord. #23-00**

Through Lots:

Through lots shall provide a 30 foot front yard on each street, or as required per Section 504.01(M) of this LDR.

Atypical Lots:

Visibility triangles shall be established at the rear corners of an atypical lot. The visibility triangles shall be those areas formed by a line connecting the points 30 feet from the intersection of the side and rear lot line along the side lot line and 30 feet from the intersection of the side and rear lot line along the rear lot line; no principal or accessory structure having a height over 4 feet, except for incidental uses, shall protrude into the area of a visibility triangle.

Building Projections:

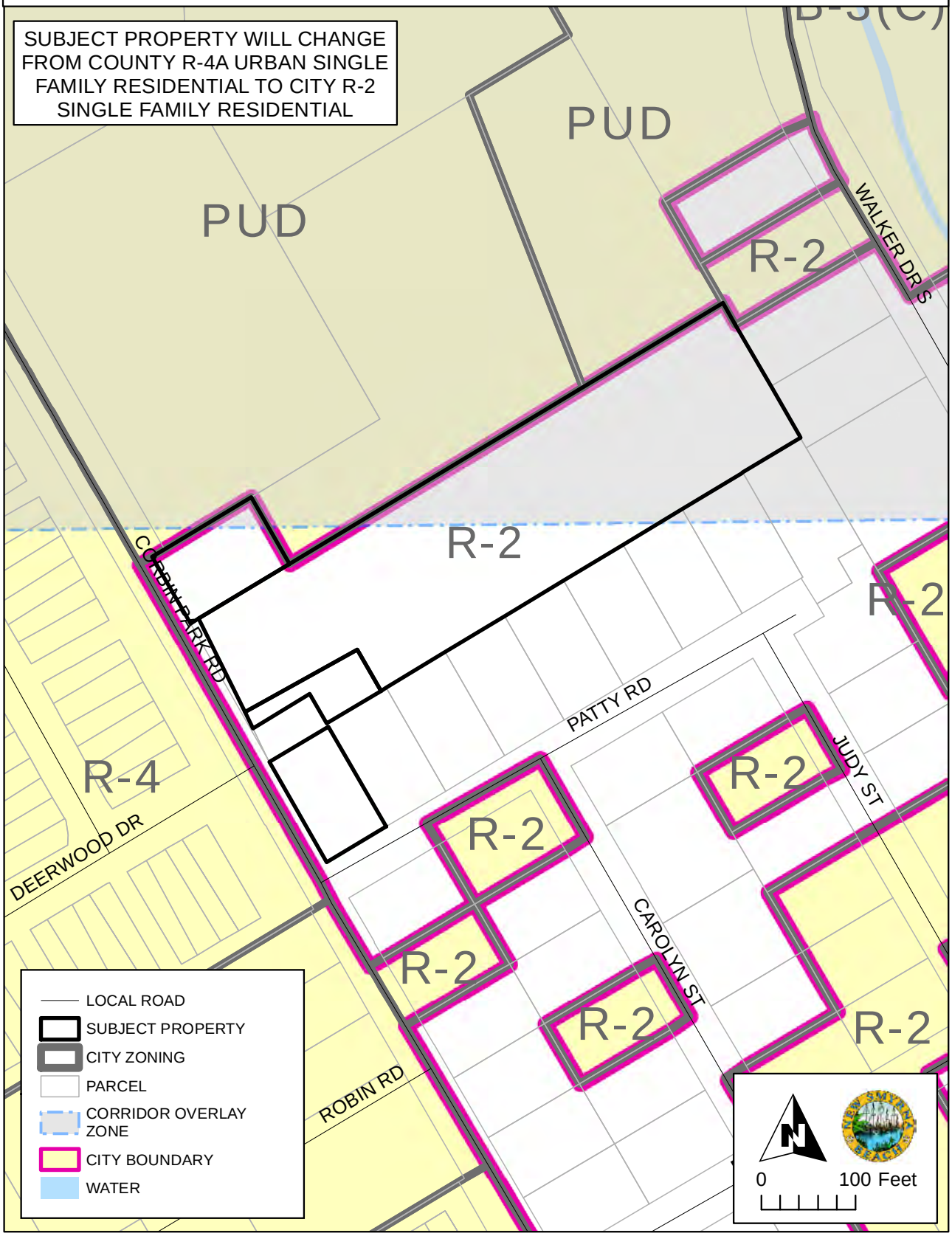
There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than 5 feet to a property line; and those structures allowed in Section 804.03.

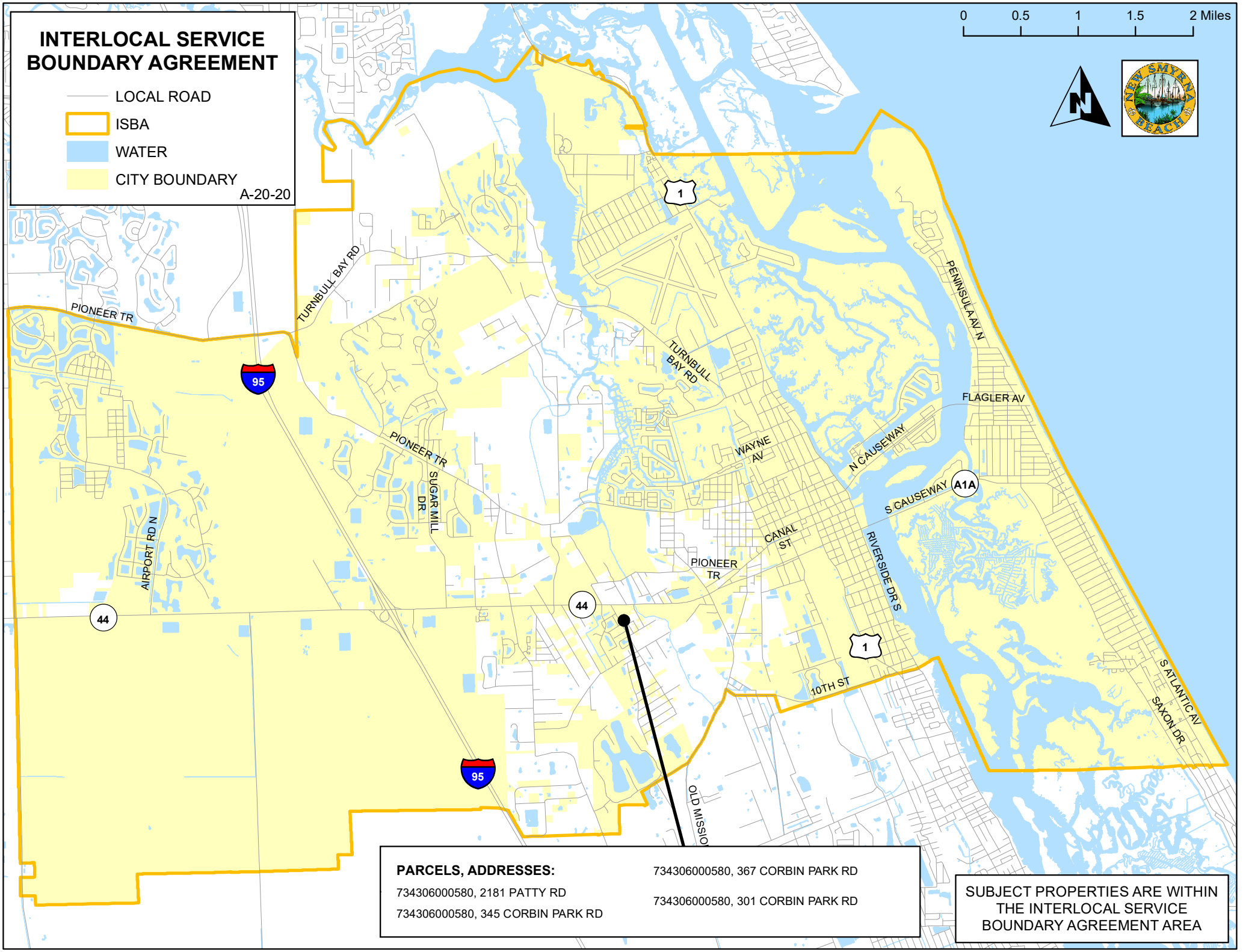
Visibility at Intersections:

Visibility at intersections shall be provided as required in this LDR. **[Revised 12-18-92]**

PROPOSED ZONING

A-20-20




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
WATER
CITY BOUNDARY
A-20-20
0 0.5 1 1.5 2 Miles
N
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION
1
44
95
PARCELS, ADDRESSES:
734306000580, 2181 PATTY RD
734306000580, 345 CORBIN PARK RD
734306000580, 367 CORBIN PARK RD
734306000580, 301 CORBIN PARK RD
SUBJECT PROPERTIES ARE WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

NOTARIZED AUTHORIZATION OF OWNER

I, Rajesh Ailani, Individually and as Manager of Brilliance North Dixie, LLC (hereinafter "Owner"), fee simple owner of Parcel Nos. 7343-05-00-0010, 7343-06-00-0580, 7343-06-00-0581 and 7343-08-00-0160 (hereinafter the "Property"), hereby authorize STORCH LAW FIRM, as agent for Owner, to represent me in the annexation, rezoning and future land use amendment for the Property, and all other actions necessary to necessary to accomplish same, and to act as applicant, representing me in City of New Smyrna Beach public hearings regarding same.

Rajesh Ailani, Individually and as
Manager of Brilliance North Dixie, LLC

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this 25 day of August 2020, by Rajesh Ailani, Individually and as Manager of Brilliance North Dixie, LLC, who is [✓] personally known to me or [ ] who has produced _____ as identification and who did not take an oath.

ALICIA LYNN WALBORN
Notary Public - State of Florida
Commission # GG 068316
My Comm. Expires Mar 12, 2021
Bonded through National Notary Assn.

NOTARY PUBLIC

Type or print name:
Commission No.:

BOUNDARY SURVEY
FOR
RAJESH K. AILANI

SECTION 43, TOWNSHIP 17 SOUTH, RANGE 33 EAST
VOLUSIA COUNTY, FLORIDA

SURVEYOR'S NOTES

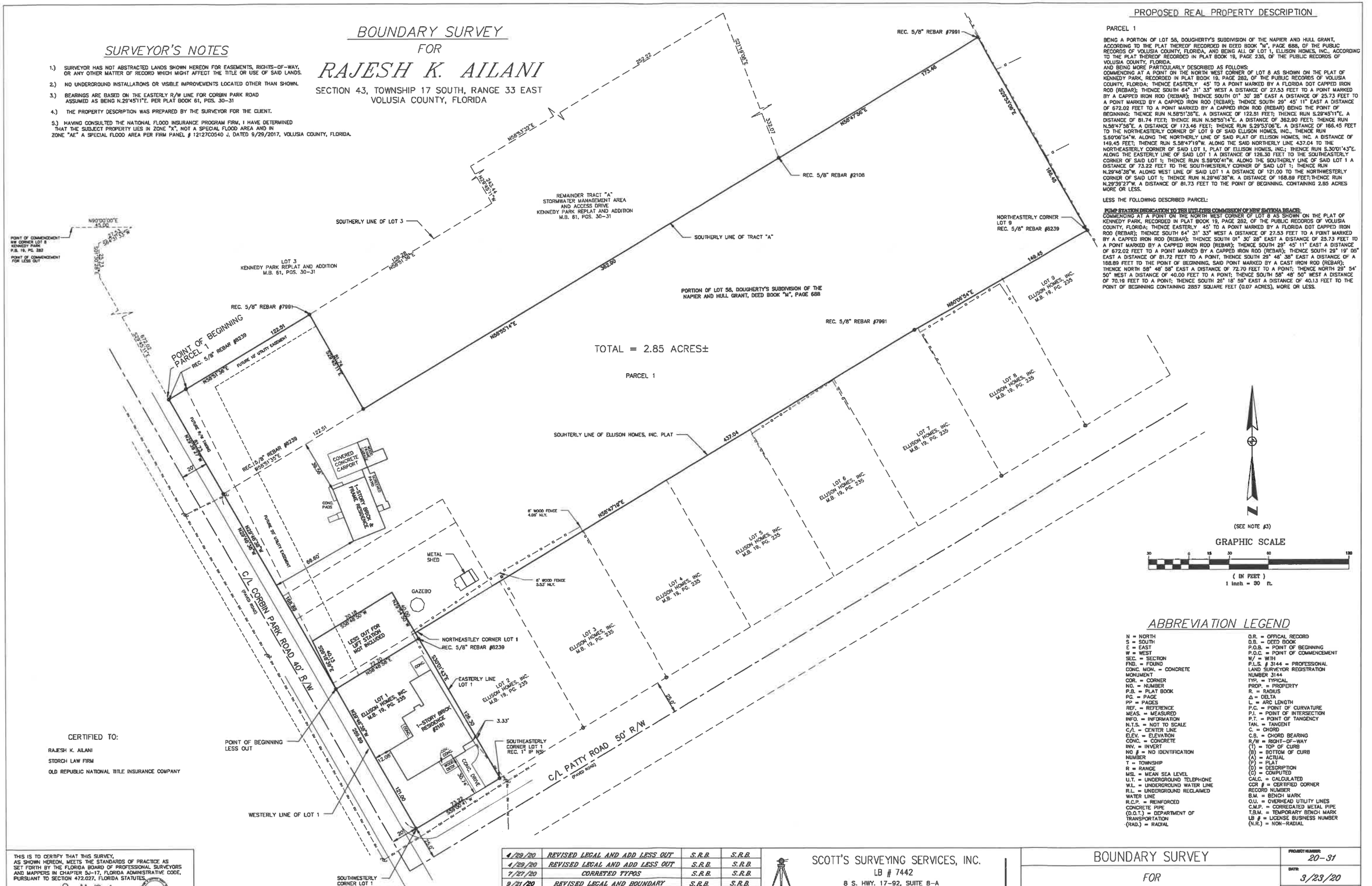
1.) SURVEYOR HAS NOT ABSTRACTED LANDS SHOWN HEREON FOR EASEMENTS, RIGHTS-OF-WAY, OR ANY OTHER MATTER OF RECORD WHICH MIGHT AFFECT THE TITLE OR USE OF SAID LANDS.

2.) NO UNDERGROUND INSTALLATIONS OR VISIBLE IMPROVEMENTS LOCATED OTHER THAN SHOWN.

3.) BEARINGS ARE BASED ON THE EASTERLY R/W LINE FOR CORBIN PARK ROAD ASSUMED AS BEING N.29°45'11"E. PER PLAT BOOK 61, PGS. 30-31

4.) THE PROPERTY DESCRIPTION WAS PREPARED BY THE SURVEYOR FOR THE CLIENT.

5.) HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM FIRM, I HAVE DETERMINED THAT THE SUBJECT PROPERTY LIES IN ZONE "X", NOT A SPECIAL FLOOD AREA AND IN ZONE "AE" A SPECIAL FLOOD AREA PER FIRM PANEL # 12127C0540 J, DATED 9/29/2017, VOLUSIA COUNTY, FLORIDA.



PROPOSED REAL PROPERTY DESCRIPTION

PARCEL 1

BEING A PORTION OF LOT 58, DOUGHERTY'S SUBDIVISION OF THE NAPIER AND HULL GRANT, ACCORDING TO THE PLAT THEREOF RECORDED IN DEED BOOK "M", PAGE 688, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING ALL OF LOT 1, ELLISON HOMES, INC., ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 235, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE NORTH WEST CORNER OF LOT 8 AS SHOWN ON THE PLAT OF KENNEDY PARK, RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY 45' TO A POINT MARKED BY A FLORIDA DOT CAPPED IRON ROD (REBAR); THENCE SOUTH 64° 31' 33" WEST A DISTANCE OF 27.53 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 01° 30' 28" EAST A DISTANCE OF 25.73 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29° 45' 11" EAST A DISTANCE OF 672.02 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR) BEING THE POINT OF BEGINNING: THENCE RUN N.58°51'36"E. A DISTANCE OF 122.51 FEET; THENCE RUN S.29°45'11"E. A DISTANCE OF 81.74 FEET; THENCE RUN N.58°55'14"E. A DISTANCE OF 362.90 FEET; THENCE RUN N.58°47'58"E. A DISTANCE OF 173.46 FEET; THENCE RUN S.29°53'06"E. A DISTANCE OF 166.45 FEET TO THE NORTHEASTERLY CORNER OF LOT 9 OF SAID ELLISON HOMES, INC.; THENCE RUN S.60°06'54"W. ALONG THE NORTHERLY LINE OF SAID PLAT OF ELLISON HOMES, INC. A DISTANCE OF 149.45 FEET; THENCE RUN S.58°47'19"W. ALONG THE SAID NORTHERLY LINE 437.04 TO THE NORTHEASTERLY CORNER OF SAID LOT 1, PLAT OF ELLISON HOMES, INC.; THENCE RUN S.30°01'43"E. ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 126.30 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE RUN S.59°00'41"W. ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 73.22 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 1; THENCE RUN N.29°46'38"W. ALONG WEST LINE OF SAID LOT 1 A DISTANCE OF 121.00 TO THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE RUN N.29°46'38"W. A DISTANCE OF 168.89 FEET; THENCE RUN N.29°39'27"W. A DISTANCE OF 81.73 FEET TO THE POINT OF BEGINNING. CONTAINING 2.85 ACRES MORE OR LESS.

LESS THE FOLLOWING DESCRIBED PARCEL:

PUMP STATION DEDICATION TO THE UTILITIES COMMISSION OF NEW SMYRNA BEACH:
COMMENCING AT A POINT ON THE NORTH WEST CORNER OF LOT 8 AS SHOWN ON THE PLAT OF KENNEDY PARK, RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY 45' TO A POINT MARKED BY A FLORIDA DOT CAPPED IRON ROD (REBAR); THENCE SOUTH 64° 31' 33" WEST A DISTANCE OF 27.53 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 01° 30' 28" EAST A DISTANCE OF 25.73 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29° 45' 11" EAST A DISTANCE OF 672.02 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29° 19' 05" EAST A DISTANCE OF 81.72 FEET TO A POINT, THENCE SOUTH 29° 48' 38" EAST A DISTANCE OF A 188.89 FEET TO THE POINT OF BEGINNING, SAID POINT MARKED BY A CAST IRON ROD (REBAR); THENCE NORTH 58° 48' 58" EAST A DISTANCE OF 72.70 FEET TO A POINT; THENCE NORTH 29° 54' 50" WEST A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 58° 48' 50" WEST A DISTANCE OF 70.19 FEET TO A POINT; THENCE SOUTH 26° 18' 59" EAST A DISTANCE OF 40.13 FEET TO THE POINT OF BEGINNING CONTAINING 2857 SQUARE FEET (0.07 ACRES), MORE OR LESS.

ABBREVIATION LEGEND

N = NORTH
S = SOUTH
E = EAST
W = WEST
SEC. = SECTION
FND. = FOUND
CONC. MON. = CONCRETE MONUMENT
COR. = CORNER
NO. = NUMBER
P.B. = PLAT BOOK
PG. = PAGE
PP = PAGES
REF. = REFERENCE
MEAS. = MEASURED
INFO. = INFORMATION
N.T.S. = NOT TO SCALE
C/L = CENTER LINE
ELEV. = ELEVATION
CONC. = CONCRETE
INV. = INVERT
NO # = NO IDENTIFICATION NUMBER
T = TOWNSHIP
R = RANGE
MSL. = MEAN SEA LEVEL
U.T. = UNDERGROUND TELEPHONE
W.L. = UNDERGROUND WATER LINE
R.L. = UNDERGROUND RECLAIMED WATER LINE
R.C.P. = REINFORCED CONCRETE PIPE
(D.O.T.) = DEPARTMENT OF TRANSPORTATION
(RAD.) = RADIAL

O.R. = OFFICAL RECORD
D.B. = DEED BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
W/ = WITH
P.L.S. # 3144 = PROFESSIONAL LAND SURVEYOR REGISTRATION NUMBER 3144
TYP. = TYPICAL
PROP. = PROPERTY
R. = RADIUS
Δ = DELTA
L. = ARC LENGTH
P.C. = POINT OF CURVATURE
P.I. = POINT OF INTERSECTION
P.T. = POINT OF TANGENCY
TAN. = TANGENT
C. = CHORD
C.B. = CHORD BEARING
R/W = RIGHT-OF-WAY
(T) = TOP OF CURB
(B) = BOTTOM OF CURB
(A) = ACTUAL
(P) = PLAT
(D) = DESCRIPTION
(C) = COMPUTED
CALC. = CALCULATED
CCR # = CERTIFIED CORNER RECORD NUMBER
B.M. = BENCH MARK
O.U. = OVERHEAD UTILITY LINES
C.M.P. = CORREGATED METAL PIPE
T.B.M. = TEMPORARY BENCH MARK
LB # = LICENSE BUSINESS NUMBER
(N.R.) = NON-RADIAL

CERTIFIED TO:

RAJESH K. AILANI

STORCH LAW FIRM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS SURVEY, AS SHOWN HEREON, MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Scott Bechir

SCOTT BECHIR, P.S.M.
FLORIDA REGISTRATION NUMBER 5807
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE	REVISION	REVISED BY:	CHECKED BY:
4/20/20	REVISED LEGAL AND ADD LESS OUT	S.R.B.	S.R.B.
4/29/20	REVISED LEGAL AND ADD LESS OUT	S.R.B.	S.R.B.
7/27/20	CORRETED TYPOS	S.R.B.	S.R.B.
9/21/20	REVISED LEGAL AND BOUNDARY	S.R.B.	S.R.B.

SCOTT'S SURVEYING SERVICES, INC.
LB # 7442
8 S. HWY. 17-92, SUITE 8-A
DEBARY, FLORIDA 32713
PH. (386) 668-7332 FAX 668-7337

COMPUTED BY:	DRAWN BY:	CHECKED BY:	FIELD BY:	DATE:
S.R.B.	S.R.B.	S.R.B.	B.W.	2/20/20

BOUNDARY SURVEY
FOR
RAJESH K. AILANI
VOLUSIA COUNTY, FLORIDA

PROJECT NUMBER: 20-31
DATE: 3/23/20
SCALE: 1" = 30'
SHEET 1 OF 1

LEGAL DESCRIPTIONS

301 Corbin Park Road, 345 Corbin Park Road, 367 Corbin Park Road, 2181 Patty Road

Parcel Number – 7343-08-00-0580

ALTKEY - 3731719

LEGAL DESCRIPTIONS

Metes and Bounds Legal Description per Glen Storch PA & Scott's Surveying Services, INC.

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LESS THE FOLLOWING DESCRIBED PARCEL:

PUMP STATION DEDICATION TO THE UTILITIES COMMISSION OF NEW SMYRNA BEACH:

LEGAL DESCRIPTIONS

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ORDINANCE NO. 03-21

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 2.9± ACRES OF PROPERTY LOCATED SOUTH OF STATE ROAD 44, EAST OF CORBIN PARK ROAD, NORTH OF PATTY ROAD, ADDRESSED AS 345 CORBIN PARK ROAD, FROM VOLUSIA COUNTY *R-4 A, URBAN SINGLE FAMILY RESIDENTIAL AIRPORT OVERLAY* TO CITY *R-2 A, SINGLE FAMILY RESIDENTIAL AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, A. Joseph Posey, Esq., Storch Law Firm, 420 South Nova Road, Daytona Road; addressed as 345 Corbin Park Road, from Volusia County *R-4 A, Urban Single Family Residential Airport Overlay* to City *R-2 A, Single Family Residential Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on November 9, 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 2.9± acres of property located south of State Road 44, east of Corbin Park Road, north of Patty Road, in the City of New Smyrna Beach, Florida, more particularly described as:

7343-06-00-0580
345 Corbin Park Road

BEING A PORTION OF LOT 58, DOUGHERTY'S SUBDIVISION OF THE NAPIER AND HULL GRANT, ACCORDING TO THE PLAT THEREOF RECORDED IN DEED BOOK "M", PAGE 688, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING ALL OF LOT 1, ELLISON HOMES, INC., ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 235, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH WEST CORNER OF LOT 8 AS SHOWN

ON THE PLAT OF KENNEDY PARK, RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY 45' TO A POINT MARKED BY A FLORIDA DOT CAPPED IRON ROD (REBAR); THENCE SOUTH 64° 31' 33" WEST A DISTANCE OF 27.53 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 01 ° 30' 28" EAST A DISTANCE OF 25. 73 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29· 45' 11" EAST A DISTANCE OF 672.02 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR) BEING THE POINT OF BEGINNING: THENCE RUN N.58°51'36"E. A DISTANCE OF 122.51 FEET; THENCE RUN S.29°45'11"E. A DISTANCE OF 81.74 FEET; THENCE RUN N.58°55'14"E. A DISTANCE OF 362.90 FEET; THENCE RUN N.58°47'56"E. A DISTANCE OF 173.46 FEET; THENCE RUN S.29°53'06"E. A DISTANCE OF 166.45 FEET TO THE NORTHEASTERLY CORNER OF LOT 9 OF SAID ELLISON HOMES, INC., THENCE RUN S.60°06'54"W. ALONG THE NORTHERLY LINE OF SAID PLAT OF ELLISON HOMES, INC. A DISTANCE OF 149.45 FEET; THENCE RUN S.58°47'19"W.'ALONG THE SAID NORTHERLY LINE 437.04 TO THE NORTHEASTERLY CORNER OF SAID LOT 1, PLAT OF ELLISON HOMES, INC.; THENCE RUN S.30°01'43"E. ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 126.30 FEETTO THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE RUN S.59°00'41 "W. ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 73.22 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 1; THENCE RUN N.29°46'38"W. ALONG WEST LINE OF SAID LOT 1 A DISTANCE OF 121.00 TO THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE RUN N.29°46'38"W. A DISTANCE OF 168.89 FEET; THENCE RUN N.29°39'27"W. A DISTANCE OF 81.73 FEET TO THE POINT OF BEGINNING. CONTAINING 2.85 ACRES MORE OR LESS.
LESS THE FOLLOWING DESCRIBED PARCEL:

PUMP STATION DEDICATION TO THE UTILITIES COMMISSION OF NEW SMYRNA BEACH:

COMMENCING AT A POINT ON THE NORTH WEST CORNER OF LOT 8 AS SHOWN ON THE PLAT OF KENNEDY PARK, RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY 45 o TO A POINT MARKED BY A FLORIDA DOT CAPPED IRON ROD (REBAR); THENCE SOUTH 64o 31' 33" WEST A DISTANCE OF 27.53 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH Of 30o 28" EAST A DISTANCE OF 25.73 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29o 45' 11" EAST A DISTANCE OF 672.02 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29o 19' 05" EAST A DISTANCE OF 81.72 FEET TO A POINT, THENCE SOUTH 29o 46' 38" EAST A DISTANCE OF A 168.89 FEET TO THE POINT OF BEGINNING, SAID POINT MARKED BY A CAST IRON ROD (REBAR); THENCE NORTH 58o 48' 58" EAST A DISTANCE OF 72.70 FEET TO A POINT; THENCE NORTH 29o 54' 50" WEST A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 58o 48' 50" WEST A DISTANCE OF 70.19 FEET TO A POINT; THENCE SOUTH 26o 18' 59" EAST A DISTANCE OF 40.13 FEET TO THE POINT OF BEGINNING CONTAINING 2857 SQUARE FEET (0.07 ACRES), MORE OR LESS.

shall be and the same is hereby rezoned from Volusia County *R-4 A, Urban Single Family Residential Airport Overlay* to City *R-2 A, 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 January 26, 2021 at 6:30 p.m. in the Brannon Center, 105 South Riverside Drive, 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. 02-21, 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. 02-21, 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: 12/15/2020

THE CITY OF NEW SMYRNA BEACH - PLANNING & ZONING

ORDINANCE NO. 04-21: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD AMEND LAND DEVELOPMENT REGULATION SECTION 604.12 - SIGNS. THIS TEXT AMENDMENT WOULD ALLOW A NEW BUSINESS TO ERECT A BANNER, UP TO 32 SQUARE FEET, WITHIN THE FIRST 45 DAYS AFTER RECEIVING A BUSINESS TAX RECEIPT WITHOUT OBTAINING A BUILDING PERMIT.

January 26, 2021

Background:

The Planning Department is requesting an amendment to the Land Development Regulations, Section 604.12, Signs. This amendment would remove the requirement for obtaining a building permit prior to displaying a temporary banner for a new business.

Findings:

The Land Development Regulations currently allow new businesses in non-residential zoning districts to apply for and obtain a sign permit for the display of a temporary banner for up to 30 days. The requirement to first obtain a permit takes time and money, both of which can be challenges for new local businesses. This proposed text amendment maintains all current temporary banner requirements, except it would not require new businesses to obtain a permit. The proposed text amendment would also expand the time period from 30 days to 45 days, plus it establishes a starting time at issuance of the Business Tax Receipt. Violations of the temporary banner requirements, such as the 32 square foot maximum copy area, would be handled by Code Enforcement.

At its regularly scheduled meeting on December 7, 2020, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested text amendment.

Staff recommends the City Commission **approve** the requested Zoning Text Amendment.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Proposed Amendment2.pdf
Proposed Amendment Clean2.pdf
Ord 04-21 LD Amendment Article VI Signs.pdf

604.12. *Signs.*

A. *Purposes, intent, and scope.* The purpose of these sign regulations is to protect, preserve, and improve the character and appearance of the City of New Smyrna Beach; to provide ample opportunity to advertise in commercial and industrial areas while preventing excessive advertising which would have a detrimental effect on the character and appearance of those areas; to limit signs in non-commercial and non-industrial areas to protect the residential character and appearance of those areas; and to preserve the First Amendment rights of all persons subject to these regulations.

It is intended that signs placed on land or on a building for the purpose of identification, or for advertising a use conducted on that land or in that building, or to exercise the first amendment rights of the owner or occupant of that land or building, shall be deemed to be accessory and incidental to the land, building, or use.

With respect to commercial signs, it is specifically intended, among other things, to avoid excessive competition and clutter among sign display in the demand for public attention. Therefore, the display of signs should be appropriate to the land, building, or use to which they are appurtenant and be adequate, but not excessive, for the intended purpose of identification or advertising.

Signs commonly referred to as billboards, outdoor advertising, or poster panels, which advertise products or businesses not connected with the site on which they are located, are prohibited in accordance with the predominantly residential atmosphere of the community, such signs being most appropriate on open highways and roads where they do not detract from community character.

B. *Prohibited signs.* The following signs are prohibited in the City of New Smyrna Beach:

Beacon light signs.

Billboards.

Flashing signs.

Moving signs.

Off-site signs except exempt bench signs.

Pole signs.

Roof signs.

Snipe signs.

Trailer/mobile signs.

Traveling light signs.

Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs, or devices, or directional, informational, or warning signs erected or maintained by any public body, or any railroad, public utility, or similar body.

Private signs, whether temporary or permanent, placed on public property, except as expressly permitted by the appropriate public body.

Signs containing any statements, words, or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediate surrounding area.

Signs exceeding three square feet attached to passenger vehicles.

Signs which in any way obstruct, cover, or block, any fire escape, window, or door, or which are attached to any fire escape or ventilation device.

Signs which include pennants, ribbons, streamers, spinners, or wind-operated devices, except as provided herein.

Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the City limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, PUD, or CM zoning districts; and 2) signs complying with the exemption provision of this LDR.

Commercial signs that are carried, waved, or otherwise displayed by persons ("sign walkers", "sign spinners", or "commercial mascots") either on public rights-of-way or in a manner visible from public rights-of-way.

Signs located in the visibility triangle of any corner lot, except as provided herein. The visibility triangle shall be drawn using the street right-of-way lines and a line connecting them at points 25 feet from the intersection formed by such right-of-way lines, or signs which otherwise obstruct the view in any direction at a street intersection.

Commercial signs attached to or painted on vehicles or trailers which are not regularly used as part of the advertised business and are obviously parked for the primary purpose of advertising to passing motorists or pedestrians.

C. *Exemptions.* The following signs shall be exempt from the permitting requirements of this LDR:

Automobile vehicle wraps on currently registered vehicles.

Banners, for the promotion of a new business in a nonresidential zoning district for a time period not to exceed 45 consecutive days after receiving a Business Tax Receipt subject to the following conditions:

1. Maximum copy area: 32 square feet.

2. The banner sign may be hung on a wall or any other suitable location. The location of the sign shall not interfere in any way with the traffic or public safety of the citizens of the city, and the sign shall not violate any other applicable provisions of this LDR.

3. The banner signs shall not be considered in the computation of the number of signs allowed or the maximum allowable display area for a premises.

Bench signs approved by the city commission on benches placed on public property for the use and convenience of the general public.

Flags which do not bear any commercial advertising, mounted on a single flag pole or separate flag poles installed either on the building or adjacent to the building (within 15 feet). Maximum two flags per premises; maximum area 40 square feet each.

Integral signs, provided the individual letters or numerals of such sign do not exceed two inches in height, and provided the sign itself does not exceed three square feet of display area.

G. *Sign standards.* The following sign standards shall apply in the respective zoning districts as indicated below unless more stringent regulations are included within the LDR:

(1) Signs erected upon property zoned for commercial or industrial use and designated as MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, (except for the airport industrial park), and I-4, and corridor overlay zone (COZ) zoning districts shall conform to the following:

a. *Ground signs.* Figure 604.12G.1.a.1.

1. Maximum copy area: Four square feet for each lineal foot of building structure frontage, not to exceed 48 square feet.

2. If the building has frontage on more than one right-of-way, an additional sign may be located on the second frontage. Maximum copy area: two square feet of copy area shall be allowed for each lineal foot of building structure frontage on the second right-of-way. Maximum copy area not to exceed 24 square feet. Signage copy area may not be transferred between the sign addressing the primary frontage and the sign addressing the secondary frontage.

3. No ground sign shall be erected within 50 feet of any other ground sign on the same premises. No such sign shall extend more than ten feet above ground level. Existing pole signs are considered non-conforming and are to be amortized in accordance with subsection H. below.

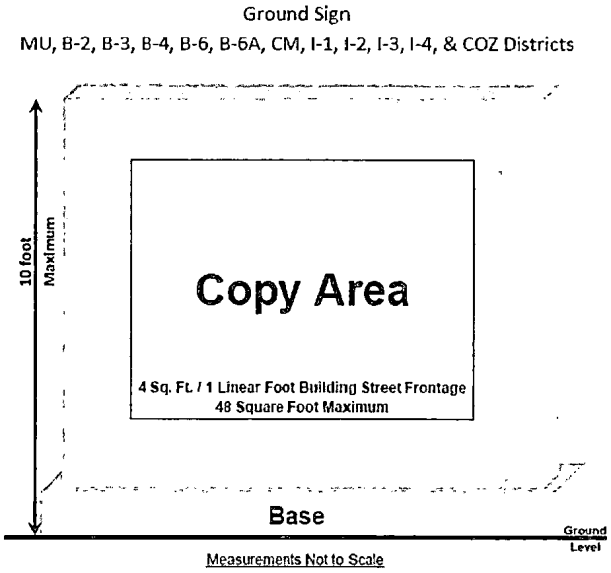


Figure 604.12.G.1.a.1.

b. *Wall signs.*

1. Maximum copy area: 100 square feet per premises.

2. Wall signs shall not project more than one foot from any wall of a building, and no such sign shall project above the roof line or parapet, whichever is higher.

3. Wall signs shall not cover, block, or obstruct any part of a window, including any part of a window within the sign perimeter, or obstruct window light or vision.

c. *Marquee signs.*

1. Shall not project more than one foot below the bottom or above the top of the vertical face of the marquee.

2. At least eight feet of clearance from the walkway grade to the bottom of the sign must be maintained.

3. May be attached underneath a marquee at a business entrance, provided the sign:

(a) Does not extend beyond the perimeter of the marquee;

(b) Does not exceed three square feet total copy area; and

(c) Does not extend below an eight foot clearance measured from the sidewalk grade to the bottom edge of the sign.

4. If the marquee sign extends over public property, it shall have a minimum clearance of nine feet from the walkway grade to the bottom edge of the sign and shall require approval from the jurisdictional authority that has the maintenance responsibility for the affected public property.

d. *Projecting signs.*

1. Maximum copy area: 32 square feet.

2. No part of any such sign shall project more than 36 inches from the wall of a building.

3. No such sign shall physically cover, block or obstruct any window or part of a window, nor obstruct window light and vision.

4. No projecting sign shall extend above the top of a parapet wall.

5. In no event shall a sign projecting over a public right-of-way project to within less than two feet of the curb line.

6. Signs shall have a clearance above the sidewalk grade of at least nine feet, or at least fourteen feet above the grade of the road, driveway or alley.

7. The owner of any sign extending over the public right-of-way shall enter into a license agreement with the city, and shall hold the city harmless from any liabilities resulting from damage to or lack of maintenance of the sign.

e. *Portable signs.* One portable sign shall be permitted one time for a business or for a shopping center whose allowable freestanding sign has not yet been erected. Such sign shall be permitted for a period of not more than 30 days or until installation of the allowable freestanding sign, whichever shall occur first. The portable signs shall conform to all city codes and criteria, including but not limited to:

1. Maximum copy area: 32 square feet.

2. No more than one such sign shall be permitted for each premises.

3. Copy on signs shall be maintained in a legible condition.

4. No flashing lights of any kind permitted. External illumination confined to sign face area.

5. Portable signs shall be used on-site only.

6. A new permit must be obtained for each period of use of a portable sign. Application for a permit for a portable sign shall include:

(a) A diagram indicating the manner in which the sign will be anchored to meet the specifications outlined above;

(b) Plot plan showing that the proposed location is:

i. In accordance with intersection visibility standards outlined in this Code;

ii. Illuminated signs shall be connected to a ground fault interrupter circuit receptacle. The use of extension cords for the power supply to the sign shall be prohibited; and

iii. Not in a required parking space.

~~f. *Banner signs.* A new use in a nonresidential zoning district may display a banner sign for a period of time not to exceed 30 consecutive days within the first three months of business for the use subject to the following conditions:~~

~~1. Maximum copy area: 32 square feet.~~

~~2. The banner sign may be hung on a wall or any other suitable location. The location of the sign shall not interfere in any way with the traffic or public safety of the citizens of the city, and the sign shall not violate any other applicable provisions of this LDR.~~

~~3. The banner signs shall not be considered in the computation of the number of signs allowed or the maximum allowable display area for a premises.~~

f.~~g.~~ *Construction site signs.*

1. One sign shall be allowed for each commercial or industrial construction project where a building permit has been obtained for the project.

2. Such signs shall be removed within 15 days after substantial construction operations have ceased, and in no event, later than the date of issuance of a certificate of occupancy.

3. Maximum copy area: 32 square feet.

g.~~h.~~ *Development project signs.*

1. One sign for each street frontage, provided such development has been approved and is undergoing active construction and/or sale.

2. Maximum copy area: 32 square feet.

3. Maximum height: 10 feet above grade.

4. All signs shall be removed when all units are sold.

h.~~i.~~ *Non-residential subdivision signs.*

1. One sign per vehicular entrance.

2. Maximum copy area: 40 square feet.

3. Maximum height; 4 feet above grade.

i.~~j.~~ *Awning sign.*

1. One awning sign shall be allowed for each business.

2. Maximum copy area: One square foot per lineal foot of business unit frontage, not to exceed 50 square feet.

604.12. *Signs.*

A. *Purposes, intent, and scope.* The purpose of these sign regulations is to protect, preserve, and improve the character and appearance of the City of New Smyrna Beach; to provide ample opportunity to advertise in commercial and industrial areas while preventing excessive advertising which would have a detrimental effect on the character and appearance of those areas; to limit signs in non-commercial and non-industrial areas to protect the residential character and appearance of those areas; and to preserve the First Amendment rights of all persons subject to these regulations.

It is intended that signs placed on land or on a building for the purpose of identification, or for advertising a use conducted on that land or in that building, or to exercise the first amendment rights of the owner or occupant of that land or building, shall be deemed to be accessory and incidental to the land, building, or use.

With respect to commercial signs, it is specifically intended, among other things, to avoid excessive competition and clutter among sign display in the demand for public attention. Therefore, the display of signs should be appropriate to the land, building, or use to which they are appurtenant and be adequate, but not excessive, for the intended purpose of identification or advertising.

Signs commonly referred to as billboards, outdoor advertising, or poster panels, which advertise products or businesses not connected with the site on which they are located, are prohibited in accordance with the predominantly residential atmosphere of the community, such signs being most appropriate on open highways and roads where they do not detract from community character.

B. *Prohibited signs.* The following signs are prohibited in the City of New Smyrna Beach:

Beacon light signs.

Billboards.

Flashing signs.

Moving signs.

Off-site signs except exempt bench signs.

Pole signs.

Roof signs.

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Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs, or devices, or directional, informational, or warning signs erected or maintained by any public body, or any railroad, public utility, or similar body.

Private signs, whether temporary or permanent, placed on public property, except as expressly permitted by the appropriate public body.

Signs containing any statements, words, or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediate surrounding area.

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Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the City limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, PUD, or CM zoning districts; and 2) signs complying with the exemption provision of this LDR.

Commercial signs that are carried, waved, or otherwise displayed by persons ("sign walkers", "sign spinners", or "commercial mascots") either on public rights-of-way or in a manner visible from public rights-of-way.

Signs located in the visibility triangle of any corner lot, except as provided herein. The visibility triangle shall be drawn using the street right-of-way lines and a line connecting them at points 25 feet from the intersection formed by such right-of-way lines, or signs which otherwise obstruct the view in any direction at a street intersection.

Commercial signs attached to or painted on vehicles or trailers which are not regularly used as part of the advertised business and are obviously parked for the primary purpose of advertising to passing motorists or pedestrians.

C. *Exemptions.* The following signs shall be exempt from the permitting requirements of this LDR:

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Banners, for the promotion of a new business in a nonresidential zoning district for a time period not to exceed 45 consecutive days after receiving a Business Tax Receipt subject to the following conditions:

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3. No ground sign shall be erected within 50 feet of any other ground sign on the same premises. No such sign shall extend more than ten feet above ground level. Existing pole signs are considered non-conforming and are to be amortized in accordance with subsection H. below.

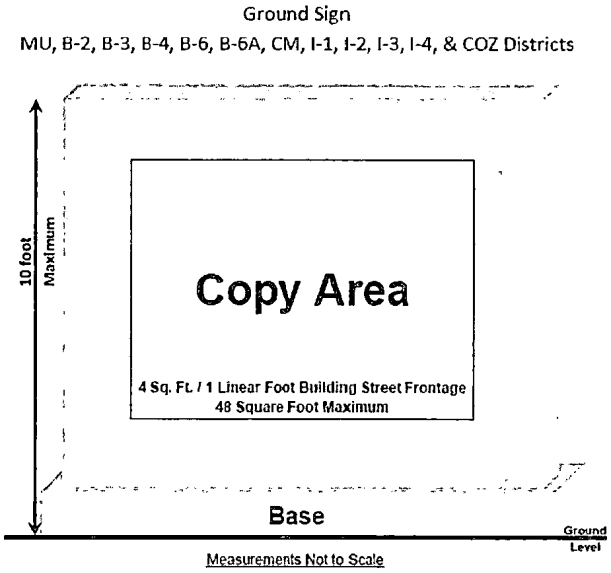


Figure 604.12.G.1.a.1.

b. *Wall signs.*

1. Maximum copy area: 100 square feet per premises.

2. Wall signs shall not project more than one foot from any wall of a building, and no such sign shall project above the roof line or parapet, whichever is higher.

3. Wall signs shall not cover, block, or obstruct any part of a window, including any part of a window within the sign perimeter, or obstruct window light or vision.

c. *Marquee signs.*

1. Shall not project more than one foot below the bottom or above the top of the vertical face of the marquee.

2. At least eight feet of clearance from the walkway grade to the bottom of the sign must be maintained.

3. May be attached underneath a marquee at a business entrance, provided the sign:

(a) Does not extend beyond the perimeter of the marquee;

(b) Does not exceed three square feet total copy area; and

(c) Does not extend below an eight foot clearance measured from the sidewalk grade to the bottom edge of the sign.

4. If the marquee sign extends over public property, it shall have a minimum clearance of nine feet from the walkway grade to the bottom edge of the sign and shall require approval from the jurisdictional authority that has the maintenance responsibility for the affected public property.

d. *Projecting signs.*

1. Maximum copy area: 32 square feet.

2. No part of any such sign shall project more than 36 inches from the wall of a building.

3. No such sign shall physically cover, block or obstruct any window or part of a window, nor obstruct window light and vision.

4. No projecting sign shall extend above the top of a parapet wall.

5. In no event shall a sign projecting over a public right-of-way project to within less than two feet of the curb line.

6. Signs shall have a clearance above the sidewalk grade of at least nine feet, or at least fourteen feet above the grade of the road, driveway or alley.

7. The owner of any sign extending over the public right-of-way shall enter into a license agreement with the city, and shall hold the city harmless from any liabilities resulting from damage to or lack of maintenance of the sign.

e. *Portable signs.* One portable sign shall be permitted one time for a business or for a shopping center whose allowable freestanding sign has not yet been erected. Such sign shall be permitted for a period of not more than 30 days or until installation of the allowable freestanding sign, whichever shall occur first. The portable signs shall conform to all city codes and criteria, including but not limited to:

1. Maximum copy area: 32 square feet.

2. No more than one such sign shall be permitted for each premises.

3. Copy on signs shall be maintained in a legible condition.

4. No flashing lights of any kind permitted. External illumination confined to sign face area.

5. Portable signs shall be used on-site only.

6. A new permit must be obtained for each period of use of a portable sign. Application for a permit for a portable sign shall include:

(a) A diagram indicating the manner in which the sign will be anchored to meet the specifications outlined above;

(b) Plot plan showing that the proposed location is:

i. In accordance with intersection visibility standards outlined in this Code;

ii. Illuminated signs shall be connected to a ground fault interrupter circuit receptacle. The use of extension cords for the power supply to the sign shall be prohibited; and

iii. Not in a required parking space.

f. *Construction site signs.*

1. One sign shall be allowed for each commercial or industrial construction project where a building permit has been obtained for the project.

2. Such signs shall be removed within 15 days after substantial construction operations have ceased, and in no event, later than the date of issuance of a certificate of occupancy.

3. Maximum copy area: 32 square feet.

g. *Development project signs.*

1. One sign for each street frontage, provided such development has been approved and is undergoing active construction and/or sale.

2. Maximum copy area: 32 square feet.

3. Maximum height: 10 feet above grade.

4. All signs shall be removed when all units are sold.

h. *Non-residential subdivision signs.*

1. One sign per vehicular entrance.

2. Maximum copy area: 40 square feet.

3. Maximum height; 4 feet above grade.

i. *Awning sign.*

1. One awning sign shall be allowed for each business.

2. Maximum copy area: One square foot per lineal foot of business unit frontage, not to exceed 50 square feet.

ORDINANCE NO. 04-21

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS ARTICLE VI, SECTION 604.12, SIGNS, TO REVISE BANNER REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, has requested administrative text amendments to the Land Development Regulations Article VI, Section 604.12 Signs, to remove the permit requirement for a banner associated with a new business and to increase the time the banner is permitted to be displayed; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on December 7, 2020, by a vote of 7-0, recommended that the City Commission approve the text amendments; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as more particularly set forth hereinafter.

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

SECTION 1: ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VI, Section 604.12 Signs 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.)**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

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 January 26, 2021 in the Brannon Center, 105 South Riverside Drive, 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: 12/15/2020

EXHIBIT "A"

604.12. *Signs.*

A. *Purposes, intent, and scope.* The purpose of these sign regulations is to protect, preserve, and improve the character and appearance of the City of New Smyrna Beach; to provide ample opportunity to advertise in commercial and industrial areas while preventing excessive advertising which would have a detrimental effect on the character and appearance of those areas; to limit signs in non-commercial and non-industrial areas to protect the residential character and appearance of those areas; and to preserve the First Amendment rights of all persons subject to these regulations.

It is intended that signs placed on land or on a building for the purpose of identification, or for advertising a use conducted on that land or in that building, or to exercise the first amendment rights of the owner or occupant of that land or building, shall be deemed to be accessory and incidental to the land, building, or use.

With respect to commercial signs, it is specifically intended, among other things, to avoid excessive competition and clutter among sign display in the demand for public attention. Therefore, the display of signs should be appropriate to the land, building, or use to which they are appurtenant and be adequate, but not excessive, for the intended purpose of identification or advertising.

Signs commonly referred to as billboards, outdoor advertising, or poster panels, which advertise products or businesses not connected with the site on which they are located, are prohibited in accordance with the predominantly residential atmosphere of the community, such signs being most appropriate on open highways and roads where they do not detract from community character.

B. *Prohibited signs.* The following signs are prohibited in the City of New Smyrna Beach:

Beacon light signs.

Billboards.

Flashing signs.

Moving signs.

Off-site signs except exempt bench signs.

Pole signs.

Roof signs.

Snipe signs.

Trailer/mobile signs.

Traveling light signs.

Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs, or devices, or directional, informational, or warning signs erected or maintained by any public body, or any railroad, public utility, or similar body.

Private signs, whether temporary or permanent, placed on public property, except as expressly permitted by the appropriate public body.

Signs containing any statements, words, or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediate surrounding area.

Signs exceeding three square feet attached to passenger vehicles.

Signs which in any way obstruct, cover, or block, any fire escape, window, or door, or which are attached to any fire escape or ventilation device.

Signs which include pennants, ribbons, streamers, spinners, or wind-operated devices, except as provided herein.

Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the City limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, PUD, or CM zoning districts; and 2) signs complying with the exemption provision of this LDR.

Commercial signs that are carried, waved, or otherwise displayed by persons ("sign walkers", "sign spinners", or "commercial mascots") either on public rights-of-way or in a manner visible from public rights-of-way.

Signs located in the visibility triangle of any corner lot, except as provided herein. The visibility triangle shall be drawn using the street right-of-way lines and a line connecting them at points 25 feet from the intersection formed by such right-of-way lines, or signs which otherwise obstruct the view in any direction at a street intersection.

Commercial signs attached to or painted on vehicles or trailers which are not regularly used as part of the advertised business and are obviously parked for the primary purpose of advertising to passing motorists or pedestrians.

C. *Exemptions.* The following signs shall be exempt from the permitting requirements of this LDR:

Automobile vehicle wraps on currently registered vehicles.

Banners, for the promotion of a new business in a nonresidential zoning district for a time period not to exceed 45 consecutive days after receiving a Business Tax Receipt subject to the following conditions:

1. Maximum copy area: 32 square feet.

2. The banner sign may be hung on a wall or any other suitable location. The location of the sign shall not interfere in any way with the traffic or public safety of the citizens of the city, and the sign shall not violate any other applicable provisions of this LDR.

3. The banner signs shall not be considered in the computation of the number of signs allowed or the maximum allowable display area for a premises.

Bench signs approved by the city commission on benches placed on public property for the use and convenience of the general public.

Flags which do not bear any commercial advertising, mounted on a single flag pole or separate flag poles installed either on the building or adjacent to the building (within 15 feet). Maximum two flags per premises; maximum area 40 square feet each.

Integral signs, provided the individual letters or numerals of such sign do not exceed two inches in height, and provided the sign itself does not exceed three square feet of display area.

G. *Sign standards.* The following sign standards shall apply in the respective zoning districts as indicated below unless more stringent regulations are included within the LDR:

(1) Signs erected upon property zoned for commercial or industrial use and designated as MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, (except for the airport industrial park), and I-4, and corridor overlay zone (COZ) zoning districts shall conform to the following:

a. *Ground signs.* Figure 604.12G.1.a.1.

1. Maximum copy area: Four square feet for each lineal foot of building structure frontage, not to exceed 48 square feet.

2. If the building has frontage on more than one right-of-way, an additional sign may be located on the second frontage. Maximum copy area: two square feet of copy area shall be allowed for each lineal foot of building structure frontage on the second right-of-way. Maximum copy area not to exceed 24 square feet. Signage copy area may not be transferred between the sign addressing the primary frontage and the sign addressing the secondary frontage.

3. No ground sign shall be erected within 50 feet of any other ground sign on the same premises. No such sign shall extend more than ten feet above ground level. Existing pole signs are considered non-conforming and are to be amortized in accordance with subsection H. below.

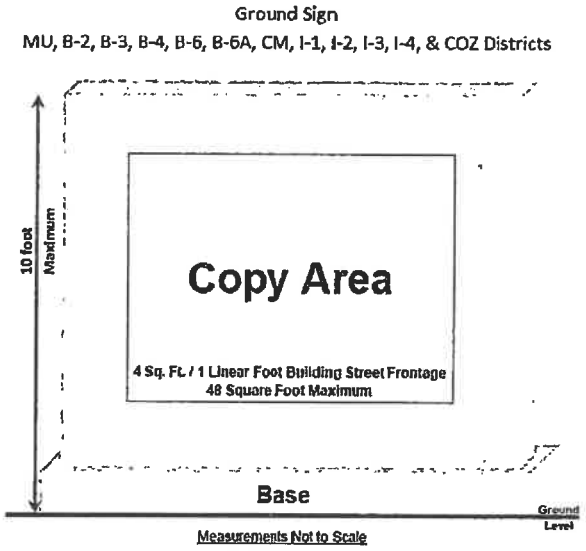


Figure 604.12.G.1.a.1.

b. *Wall signs.*

1. Maximum copy area: 100 square feet per premises.

2. Wall signs shall not project more than one foot from any wall of a building, and no such sign shall project above the roof line or parapet, whichever is higher.

3. Wall signs shall not cover, block, or obstruct any part of a window, including any part of a window within the sign perimeter, or obstruct window light or vision.

c. *Marquee signs.*

1. Shall not project more than one foot below the bottom or above the top of the vertical face of the marquee.

2. At least eight feet of clearance from the walkway grade to the bottom of the sign must be maintained.

3. May be attached underneath a marquee at a business entrance, provided the sign:

(a) Does not extend beyond the perimeter of the marquee;

(b) Does not exceed three square feet total copy area; and

(c) Does not extend below an eight foot clearance measured from the sidewalk grade to the bottom edge of the sign.

4. If the marquee sign extends over public property, it shall have a minimum clearance of nine feet from the walkway grade to the bottom edge of the sign and shall require approval from the jurisdictional authority that has the maintenance responsibility for the affected public property.

d. *Projecting signs.*

1. Maximum copy area: 32 square feet.

2. No part of any such sign shall project more than 36 inches from the wall of a building.

3. No such sign shall physically cover, block or obstruct any window or part of a window, nor obstruct window light and vision.

4. No projecting sign shall extend above the top of a parapet wall.

5. In no event shall a sign projecting over a public right-of-way project to within less than two feet of the curb line.

6. Signs shall have a clearance above the sidewalk grade of at least nine feet, or at least fourteen feet above the grade of the road, driveway or alley.

7. The owner of any sign extending over the public right-of-way shall enter into a license agreement with the city, and shall hold the city harmless from any liabilities resulting from damage to or lack of maintenance of the sign.

e. *Portable signs.* One portable sign shall be permitted one time for a business or for a shopping center whose allowable freestanding sign has not yet been erected. Such sign shall be permitted for a period of not more than 30 days or until installation of the allowable freestanding sign, whichever shall occur first. The portable signs shall conform to all city codes and criteria, including but not limited to:

1. Maximum copy area: 32 square feet.

2. No more than one such sign shall be permitted for each premises.

3. Copy on signs shall be maintained in a legible condition.

4. No flashing lights of any kind permitted. External illumination confined to sign face area.

5. Portable signs shall be used on-site only.

6. A new permit must be obtained for each period of use of a portable sign. Application for a permit for a portable sign shall include:

(a) A diagram indicating the manner in which the sign will be anchored to meet the specifications outlined above;

(b) Plot plan showing that the proposed location is:

i. In accordance with intersection visibility standards outlined in this Code;

ii. Illuminated signs shall be connected to a ground fault interrupter circuit receptacle. The use of extension cords for the power supply to the sign shall be prohibited; and

iii. Not in a required parking space.

~~f. *Banner signs.* A new use in a nonresidential zoning district may display a banner sign for a period of time not to exceed 30 consecutive days within the first three months of business for the use subject to the following conditions:~~

~~1. Maximum copy area: 32 square feet.~~

~~2. The banner sign may be hung on a wall or any other suitable location. The location of the sign shall not interfere in any way with the traffic or public safety of the citizens of the city, and the sign shall not violate any other applicable provisions of this LDR.~~

~~3. The banner signs shall not be considered in the computation of the number of signs allowed or the maximum allowable display area for a premises.~~

f.~~g.~~ *Construction site signs.*

1. One sign shall be allowed for each commercial or industrial construction project where a building permit has been obtained for the project.

2. Such signs shall be removed within 15 days after substantial construction operations have ceased, and in no event, later than the date of issuance of a certificate of occupancy.

3. Maximum copy area: 32 square feet.

g.~~h.~~ *Development project signs.*

1. One sign for each street frontage, provided such development has been approved and is undergoing active construction and/or sale.

2. Maximum copy area: 32 square feet.

3. Maximum height: 10 feet above grade.

4. All signs shall be removed when all units are sold.

h.~~i.~~ *Non-residential subdivision signs.*

1. One sign per vehicular entrance.

2. Maximum copy area: 40 square feet.

3. Maximum height; 4 feet above grade.

i.~~j.~~ *Awning sign.*

1. One awning sign shall be allowed for each business.

2. Maximum copy area: One square foot per lineal foot of business unit frontage, not to exceed 50 square feet.

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

ORDINANCE NO. 05-21: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO CREECH ENTERPRISES, INC. DBA SOUTHEAST CONTAINERS.

January 26, 2021

Background:

Section 66-111, Franchise Requirement, of the City's Code of Ordinances provides that: "No person shall provide construction and demolition debris-removal services, as defined by F.S. 403.703(7), in the City without being awarded a non-exclusive right and franchise by the City Commission to provide such services within the City."

The City's Solid Waste Compliance Officer ensures compliance with our City Ordinances in relation to solid waste, yard waste and recycling activities. Therefore, she notifies companies that provide this service of the requirement to have a non-exclusive franchise agreement with the City if they wish to continue to provide construction & demolition (C & D) debris removal services within our City limits.

Attached is Creech Enterprises, Inc.'s Non-Exclusive Franchise Ordinance application form and applicable attachments. Creech Enterprises dba Southeast Containers meets all the requirements and staff is proposing that such a franchise agreement be issued to Creech Enterprises for a term of three (3) years with an additional one (1) year term upon approval of both parties.

Findings:

Staff recommends granting a non-exclusive franchise agreement for construction and demolition removal services to Creech Enterprises, Inc. dba Southeast Containers.

Fiscal Analysis:

This is a revenue generating item as the franchise agreement requires the hauler to pay the City $20.00 per rolloff container haul to the County's landfill.

Strategic Plan Item:

No

Staff Report Created By: Faith Miller - Director - Maintenance Operations

Attachments:

Southeast Container_Creech_Non Exclusive Roll Off Container Application - 12-30-20.pdf

ORD 05-21 Non-Exclusive Franchise Agmt - Creech Enterprises dba Southeast Containers.pdf

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below or fax to: 386-424-2198

Public Works Dept.

124 Industrial Park Avenue

New Smyrna Beach, FL 32168

Date: 12-30-20

Applicant Name: Aaron Creech Creech Enterprises, Inc. dba Southeast Containers

Business Name: Creech Enterprises, Inc. dba Southeast Containers

Address: 2960 S. Nova Rd, South Daytona, FL 32119

Telephone: 386-547-4182 **Fax:** 386-767-0308

E-Mail: Secontainers@gmail.com

1. Attach copy of Current State License for Disposal Site

Proposed Disposal Site(s): 4 Jays, 425 State Road 415, New Smyrna Beach, FL 32168

✓ **2. Attach copy of City Occupational License (for your business location)**

✓ **3. Attach copy of Current Insurance Certificate**

Naming City of New Smyrna Beach as additional insured with 30 days' notice prior to cancellation.

Insurance Carrier: Nautilis Insurance Company **Policy Number:** ECP2030261111

Agent: Lea **Address:** 498 S Lake Destiny Dr. Orlando FL 32810

Applicant's Signature: [signature]

Applicant's printed name: Aaron Creech

Applicant's Title: President

Florida Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

Permit Issued to:

4 Jays – Recycling, Inc.
74 Spring Vista Drive, Suite 100
Debary, Florida 32713
Phone (386) 668-1914
WACS Facility ID No.: 29003
Facility Name: Four Jays C&D Disposal Facility
Facility Address: 425 State Road 415
New Smyrna Beach, Volusia County, Florida 32168

Contact Person:
Mr. Keith Jung, Vice President
74 Spring Vista Drive, Suite 100, Debary, FL 32713
4jaysdiane@gmail.com
Phone (386) 668-1914

Solid Waste Operate Permit – C&D Debris Disposal with Recycling
Permit No.: 0079266-006-SO-24
Replaces Permit No.: SO64-0079266-005

Permit Issued: May 25, 2016
Permit Renewal Application Due Date: March 10, 2026
Permit Expires: May 10, 2026

Permitting Authority
Florida Department of Environmental Protection
Central District Office
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803
(407) 897-4100
DEP_CD@dep.state.fl.us

CITY OF SOUTH DAYTONA
LOCAL BUSINESS TAX RECEIPT

SUBJECT TO
LOCAL BUSINESS
TAX RECEIPT ORDINANCE

VALID PERIOD: 10/01/2020 - 9/30/2021

BUSINESS CLASSIFICATION

UTILITIES
REFUSE COLLECTION
ROLL-OFF CONTAINER RENTAL,
MAINTENANCE, AND STORAGE

ACCOUNT ID	RECEIPT NUMBER
7408	**7367**

AMOUNT DUE:	IF PAID BY:
$0.00	**SEPT. 30**
$0.00	10/31/2020
$0.00	11/30/2020
$0.00	12/31/2020
$0.00	01/31/2021

LOCATION

2960 NOVA ROAD

ISSUED TO

CREECH ENTERPRISES, INC
2960 SOUTH NOVA ROAD
SOUTH DAYTONA,FL 32119

BUSINESS TAX ADMINISTRATOR

POST IN CONSPICUOUS PLACE AT BUSINESS LOCATION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/5/2020

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

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

PRODUCER
LRA Insurance
498 S Lake Destiny Dr
Orlando FL 32810

CONTACT NAME: Kristina Bailey
PHONE (A/C, No, Ext): (407)838-3445 **FAX (A/C, No):** (407)838-3460
E-MAIL ADDRESS: kbailey@lrainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	17370
INSURER B: Great Divide Insurance Company	25224
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Creech Enterprises, Inc., DBA: DBA Southeast Containers
2960 S. Nova Road
S. Daytona FL 32119

COVERAGES **CERTIFICATE NUMBER:** 20/21 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			ECP203026111	10/2/2020	10/2/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			BAP203025511	10/2/2020	10/2/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			FFX203026411	10/2/2020	10/2/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of New Smyrna Beach is included as additional insured with respects to the General Liability coverage where required by written contract. 30 days notice of cancellation for non payment of premium applies. Excess Liability extends over General Liability and Auto Liability.

CERTIFICATE HOLDER
City of New Smyrna Beach
Public Works Dept
124 Industrial Park Ave
New Smyrna Beach, FL 32168

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

AUTHORIZED REPRESENTATIVE
M Williamson/KBAIL

© 1988-2014 ACORD CORPORATION. All rights reserved.

386-547-4182
South East Containers
2960 S. Nova Rd.
S. Daytona, FL 32119

ORLANDO FL 328
31 DEC 2020 PM 6 L



Public Works Dept.
124 Industrial Park Ave.
New Smyrna Beach, FL 32168

32168-550424

ORDINANCE NO. 05-21

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH, GRANTING A NON-EXCLUSIVE FRANCHISE TO CREECH ENTERPRISES, INC. DBA SOUTHEAST CONTAINERS, TO PROVIDE CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL SERVICES WITHIN THE CITY OF NEW SMYRNA BEACH; OUTLINING FRANCHISEE'S DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms or entities (Service) within the City of New Smyrna Beach (City) with the use of "roll-off" containers; and

WHEREAS, Creech Enterprises, Inc. dba Southeast Containers, a Florida profit corporation (Franchisee), represents that it has the necessary equipment, personnel and experience to properly perform the Service; and

WHEREAS, the City Commission deems that it is in the best interest of the citizens of New Smyrna Beach to award Creech Enterprises, Inc. dba Southeast Containers, a nonexclusive right and franchise to provide the Service within the City limits upon the terms and conditions recited below.

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

SECTION 1: ***Award of Non-exclusive Franchise.*** The City of New Smyrna Beach hereby awards Creech Enterprises, Inc. dba Southeast Containers, a nonexclusive right and franchise to provide roll-off service within the City limits upon the terms and conditions recited below. ***This Franchise shall not become effective until this ordinance and franchise agreement is accepted in writing by Creech Enterprises, Inc. dba Southeast Containers.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, F.S. (2019).

B. *Service* encompasses the use of "roll-on" and "roll-off" containers (Containers) as used with mechanical pickup or compaction devices, or both of these devices.

C. *Containers* means either open-top/scow-type used only for non-putrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten (10) cubic yards capacity or larger.

SECTION 3: ***Franchisee's Authority.***

A. Franchisee is hereby empowered and authorized to provide roll-off service. Franchisee will either furnish all necessary trucks and other equipment to perform such services, or will contract with other persons or companies duly licensed or franchised by the City for the furnishing of trucks and equipment, provided, however, that at all times the trucks and equipment shall comply with the requirements provided herein for equipment owned and operated by Franchisee.

B. Franchisee may contract to provide the Service (Contract) with any person, organization, firm or entity (Entities) within the City, if such Entities have first requested the Service. Such contracts where containers are placed on public property must be approved by the Maintenance Operations Director or his designee prior to or within one (1) week (7 calendar days) of the placement of the Container for Service. For each Container placed on public property for service without a contract having been submitted to the Maintenance Operations Director by Franchisee, a thirty dollar ($30.00) inspection and administration late fee shall be paid by Franchisee to the City. The Contract shall not exceed the term of the Franchise.

Franchisee agrees to provide the Maintenance Operations Director with the location of its Containers and the name and address of and number of pickups to be made for each of the Entities. Franchisee also recognizes that any contract between Franchisee and the Entities has no effect whatsoever upon the City's decision to grant the Franchise, or any renewal decision made thereafter. If the Maintenance Operations Director disapproves a contract for containers placed on public property and the subject Container remains in service more than forty-eight (48) hours after telephone or written notice by the City to Franchisee to remove the Container, or if any Container should remain in service at any location more than forty-eight (48) hours after telephone or written notice from the City to Franchisee to remove the Container, then, in either or both cases, Franchisee shall pay the City fifty dollars ($50.00) per day until the Container is removed.

C. Franchisee shall provide the equipment and frequency of service as needed by the Entities and as approved by the Maintenance Operations Director.

D. All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the Containers agreed upon between Franchisee and the Entities

shall be set forth in the Contract between Franchisee and the Entities, and approved by the Maintenance Operations Director pursuant to this section.

SECTION 4: ***Payments.***

A. Franchisee shall pay the City twenty dollars ($20.00) for each Container pickup. The charge shall be paid monthly and shall be based upon the number of Container pickups by Franchisee from the Entities during the preceding month.

B. Franchisee shall furnish the Maintenance Operations Director with an original and one (1) copy of an annual report on or before the forty-fifth (45th) day following Franchisee's fiscal year end. The report date shall be submitted to the Maintenance Operations Director on the date of Franchisee's acceptance of this Franchise, and the report shall be prepared in accordance with generally-accepted auditing standards. The report shall reflect the accuracy of Franchisee's payments to the City as defined in this ordinance, and shall ensure and include, but not be limited to, the following:

(1) all City accounts are properly coded to reflect charges accrued to the City;
(2) the number of City-related Container pickups are correctly reported to the City;
(3) all City payments are correctly computed and remitted to the City on a timely basis, or the interest-payment provision of Subsection C, below, shall apply.

During the term of this Franchise and its renewal, Franchisee shall make its records available to the City at all reasonable times. Failure to furnish the City with the report shall be considered a material breach of this Franchise, and the City shall be entitled to terminate this Franchise and to collect any damages resulting therefrom.

C. Franchisee shall have the sole responsibility for the billing and collection of all charges described herein. Billings shall be monthly and payable on or before the fifteenth (15th) day of the succeeding month. In the event bills are not paid within this time, Franchisee shall have the right (provided that Franchisee may otherwise legally do so) to discontinue all Services for nonpayment.

All statements of fees and charges by Franchisee, and the remittance thereof, shall be submitted to the City Finance Director on or before the fifteenth (15th) day following Franchisee's fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of Container pickups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this Franchise and shall allow the City to terminate the Franchise as may be further provided in Section 10 below.

SECTION 5: ***Term.***

A. The term of this Franchise shall commence on the date of adoption of this ordinance and end three (3) years upon approval of both parties after adoption of this ordinance. An acceptance of the provisions, conditions and stipulations of this Franchise shall: (1) be in writing; (2) contain Franchisee's local address; and (3) be filed with the City Clerk within fifteen (15) days of the adoption of this Franchise.

B. The term may be extended for an additional one (1) year, upon approval of both parties, by written notice not less than thirty (30) days prior to the expiration of the current term.

SECTION 6: ***Default.*** In the event Franchisee fails to provide adequate Services to the Entities by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ordinance (as determined solely by the City), the City may, at its sole option, terminate this Franchise (Option I), or take over the roll-off services (Option II), or both of these options. In the event the City chooses Option II, it shall receive all charge amounts regardless of the amounts normally retained by Franchisee.

SECTION 7: ***Default by Other Franchisees.*** In the event that other Franchisees default or otherwise fail to provide adequate Services (in the sole determination of the City), and the City chooses Option II as provided in Section 6 above, Franchisee agrees, if requested by the City, to provide the Services or temporary Services, or both of these types of Service, if Franchisee may reasonably do so, given: (1) Franchisee's equipment and schedule; and (2) that a reasonable price can be determined by Franchisee, the City and the entity for the Service's undertaking and completion.

SECTION 8: ***Liability.***

A. The privileges herein are granted upon the express condition that Franchisee shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the Services during the term of this Franchise. Should the City be sued therefrom, Franchisee shall be notified of and have the duty to defend such suit, provided, however, that the City has the sole option (Option III) to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to Franchisee. Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees on appeal.

B. The attorneys chosen by Franchisee to represent the City in any suit concerning matters included within this section shall be approved by the City unless the City chooses to represent itself as defined above. Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, de-

mands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (including costs and attorney's fees, and costs and attorney's fees on appeal), of any kind or nature, arising out of, resulting from, or in any way connected with Franchisee's activities permitted under this Franchise.

C. Franchisee further agrees to purchase public liability and property damage insurance in the amount of $1,000,000 (per accident, public liability), and $250,000 (property damage), and naming the City as an additional insured under the policy. The policy must provide that the City shall be given thirty (30) days' written notice prior to cancellation or modification, and a copy of the policy (or a certificate of insurance) shall be filed with the City Clerk on or before the effective date of this Franchise and on or before the effective date of each policy renewal period.

SECTION 9: ***Licenses.*** Franchisee shall, at its sole expense, procure from all local, state and federal governmental and agency authorities (having jurisdiction over the operations of Franchisee) all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Franchisee's operations. Franchisee shall pay all taxes, and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations, gross receipts, or all or any combination of these assets, and upon this Franchise and the rights and privileges granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

SECTION 10: ***Termination.*** The privileges granted herein to the Franchisee may be terminated by the City prior to the expiration of the term if any one (1) or more of the following events occur:

A. Franchisee fails: (1) to pay the sums, fees or charges due to the City in a timely manner (Failure I); or (2) Franchisee fails to keep, perform or observe each and every other promise, covenant, and condition designated to it under this ordinance (Failure II). In the event of a Failure II, the Maintenance Operations Director shall notify Franchisee in writing of such failure, and Franchisee shall have thirty (30) days from the receipt of such notice to correct the condition giving rise to such notice. If the correction is not made to the Maintenance Operations Director's satisfaction within the period, the Maintenance Operations Director shall give written notice to Franchisee that the privileges granted herein are terminated as of the date of such notice.

B. If and when Franchisee shall liquidate, dissolve or sell substantially all of its assets.

C. If and when there is a transfer of fifty percent (50%) or more of Franchisee's voting stock which results in a change in Franchisee's control.

D. If and when Franchisee becomes insolvent, or makes a general assignment for the benefit of its creditors, or if an action or petition is filed by or against Franchisee under any part of the Federal Bankruptcy Act or other law relating to the alleged insolvency of Franchisee, and such action or petition is not dismissed within thirty (30) days of the date of its filing.

In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the Franchisee to the City accruing thereby, and any liability of Franchisee to the City arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the City without further notice.

SECTION 11: ***Notices.*** All notices herein required to be given by the City to Franchisee, except where specifically provided otherwise, may be effected either by hand delivery to any Franchisee employee, or by United States mail (postage prepaid), addressed to Franchisee at its last-known business address. All notices required to be given to the City shall be given to both the Maintenance Operations Director and the City Clerk either by hand delivery or by United States mail (postage prepaid), addressed to the Maintenance Operations Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, and the City Clerk, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

SECTION 12: ***Remedies, Attorney's Fees and Costs.*** All remedies provided in this Franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay the City's costs, and any and all attorney's fees thereafter charged to the City.

SECTION 13: ***Equipment.***

A. Franchisee agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of this Franchise, to insure that Franchisee shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities and conditions required under this ordinance.

B. All trucks utilized by Franchisee and all Containers owned or leased by Franchisee shall be prominently identified on both the left and right sides with Franchisee's name in letters not less than six inches (6") in height, and Franchisee's business telephone number in numbers not less than three inches (3") in height, either painted on or attached by signs to such trucks and Containers.

C. All of Franchisee's trucks, containers and equipment shall conform to all City safety and sanitation requirements for refuse-collection vehicles, and the equipment must be approved by the Maintenance Operations Director. Franchisee specifically agrees that the Mainte-

nance Operations Director shall have the right to inspect the trucks or the equipment, or both of these items, at all reasonable times and after having endeavored to give reasonable written or oral notice that such an inspection shall take place.

SECTION 14: ***Nonassignability.*** This Franchise shall not be assignable by Franchisee without the prior written consent of the City Commission as evidenced by an ordinance authorizing and approving such an assignment.

SECTION 15: ***Effective Area.*** This Franchise shall be effective within the City's corporate limits as they may from time to time exist.

SECTION 16: ***Hours of Operation.*** The hours of operation for the Franchise shall be weekdays and Saturdays from 7:00 a.m. to 7:00 p.m. The Franchise shall not provide Service on Sundays.

SECTION 17: ***Headings.*** The paragraph headings of this Franchise are for purposes of convenience only, and shall not be deemed to expand or limit the provisions contained in such paragraphs or sections.

SECTION 18: ***Warranty of Franchisee.*** Franchisee represents and warrants to the City that no appointed or elected City official, officer, employee or agent has any interest, either directly or indirectly, in the business of Franchisee to be conducted herein.

SECTION 19: ***Noncompliance.*** If Franchisee shall at any time fail to comply with any of the provisions of this Franchise (unless such failure is beyond Franchisee's control because of matters deemed to be an act of God), the City, after thirty (30) days' written notice to Franchisee, may revoke this Franchise and render it void and of no further effect.

SECTION 20: ***Amendment.*** The City reserves the right to amend this Franchise at any time, and in any manner that the City deems necessary for the health, safety or welfare of the public. The City also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing Franchisee's operations herein, including, but not limited to, hours and frequency of Container pickup. These rules may be issued through the Maintenance Operations Director, the City Manager or his/her designee, and they need not be memorialized in an ordinance revision or other formal action by the City Commission, the City Commission's approval of this ordinance being an approval that the regulations should be so issued.

SECTION 21: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held February 9, 2021, in the Brannon Center, 105 South Riverside Drive, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Severability.*** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 23: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 24: ***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: 1/19/2021

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 05-21 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved and agreed to this _____ day of _____, 2021.

CREECH ENTERPRISES, INC.
DBA SOUTHEAST CONTAINERS
A Florida Profit Corporation

By:

_____

Printed Name: _____

Title: _____

ATTEST:

_____

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ and _____, as _____ and _____ respectively, of CREECH ENTERPRISES, INC. DBA SOUTHEAST CONTAINERS, a Florida profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

_____

(Notary Seal or Stamp) Notary Public

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

ORDINANCE NO. 06-21: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO GEL RECYCLING, LLC.

January 26, 2021

Background:

Section 66-111, Franchise Requirement, of the City's Code of Ordinances provides that: "No person shall provide construction and demolition debris-removal services, as defined by F.S. 403.703(7), in the City without being awarded a non-exclusive franchise agreement with the City if they wish to continue to provide construction & demolition (C & D) debris removal services within our City limits."

Attached is GEL Recycling, LLC's Non-Exclusive Franchise Ordinance application form and applicable attachments. GEL Recycling, LLC meets all the requirements and staff is proposing that such a franchise agreement be issued to GEL Recycling, LLC for a term of three (3) years with an additional one (1) year term upon approval of both parties.

Findings:

Staff recommends granting a non-exclusive franchise agreement for construction and demolition removal services to GEL Recycling, LLC.

Fiscal Analysis:

This is a revenue generating item as the franchise agreement requires the hauler to pay the City $20.00 per rolloff container haul to the County's landfill.

Strategic Plan Item:

No

Staff Report Created By: Faith Miller - Director - Maintenance Operations

Attachments:

Non_Exclusive Application_GEL Corp_2021.pdf
ORD 06-21 Non-Exclusive Franchise Agmt - GEL Recycling, LLC.pdf

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below or fax to: 386-424-2198

Public Works Dept.

124 Industrial Park Avenue

New Smyrna Beach, FL 32168

Date: 12/30/2020

Applicant Name: Kandi Winfrey

Business Name: GEL Recycling LLC

Address: 1200 S Leavitt Ave Orange City, FL 32763

Telephone: (386) 775-5385 Fax: (386) 775-0355

E-Mail: Kandi@gelrecycling.com

1. Attach copy of Current State License for Disposal Site

Proposed Disposal Site(s): HTS Environmental Services

GEL Corporation

2. Attach copy of City Occupational License (for your business location)

3. Attach copy of Current Insurance Certificate

Naming City of New Smyrna Beach as additional insured with 30 days' notice prior to cancellation.

Insurance Carrier: IOA Policy Number: CAW021016704

Address: 1855 West State Rd 434 Longwood, FL 32750

Applicant's Signature:

Applicant's printed name: Kandi Winfrey

Applicant's Title: Sales Manager

2020/ 2021

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

Volusia County
FLORIDA

Account # 200310100005 Expires: September 30, 2021
Business Location: 1200 S LEAVITT AVE

Business Name: GEL RECYCLING, LLC
Owner Name: GEL RECYCLING LLC
Mailing Address: 1200 S LEAVITT AVE
ORANGE CITY, FL 32763

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service		471	3	$22.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

FLORIDA DEPARTMENT OF Environmental Protection

CENTRAL DISTRICT OFFICE
3319 MAGUIRE BLVD, SUITE 232
ORLANDO FLORIDA 32803

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Permit Issued to:

HTS Environmental Services, Inc.
1200 Leavitt Ave
Orange City, Florida
(386) 775-1005

WACS Facility ID No.: 27807
Facility Name: HTS Environmental C&D Debris Disposal and Recycling Facility
Facility Address: Grand Avenue (County Road 4053)
Deland, Volusia County, Florida

Contact Person:
Milton E. Evans, President
Gelcorp@iag.net

Solid Waste Operation Permit
C&D Debris Disposal with Recycling Facility

Replaces Permit No.: 0020209-011-SO
Replaces Modification of Permit No.: 0020209-010-SO-24

Permit No.: 0020209-012-SO issued August 16, 2019
Permit Renewal Application Due Date: June 16, 2029
Permit Expires: August 16, 2029

Permitting Authority
Florida Department of Environmental Protection
Central District Office
3319 Maguire Blvd., Ste 232
Orlando, Florida 32803
407-897-4100
DEP_CD@dep.state.fl.us

Florida Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Ryan E. Matthews
Interim Secretary

Permit Issued to:

GEL Corporation
1200 S Leavitt Avenue
Orange City, Florida 32763
Phone (386) 775-5385

WACS Facility ID No.: 83730
Facility Name: GEL Corporation
Facility Address: 1200 S Leavitt Avenue
Orange City, Volusia County, Florida 32763

Contact Person:
Milton E Evans Jr., President
1200 S Leavitt Avenue
Orange City, Florida 32763
Phone (386) 775-5385

Construction and Demolition Debris Processing Facility
Permit No.: 0126923-006-SO
Replaces Permit No.: SO64-0126923-005

Permit Issued: May 23, 2017
Permit Renewal Application Due Date: March 16, 2027
Permit Expires: May 16, 2027

Permitting Authority
Florida Department of Environmental Protection
Central District Office
3319 Maguire Boulevard, suite 232
Orlando, Florida 32803
Phone (407) 897-4100

GELCORP-02 ALDERMANT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2020

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

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

PRODUCER
Insurance Office of America, Inc.
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Teresa Maddox
PHONE (A/C, No, Ext): (407) 998-5161 FAX (A/C, No):
E-MAIL ADDRESS: Teresa.Maddox@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Company	10851
INSURER B : National Interstate Insurance Company	32620
INSURER C : Zenith Insurance Company	13269
INSURER D : Atlantic Specialty Insurance Company	27154
INSURER E :	
INSURER F :	

INSURED
Gel Recycling, LLC
1200 S. Leavitt Avenue
Orange City, FL 32763

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC OTHER:	X		EF4ML01718201	11/3/2020	11/3/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CAW021016704	11/3/2020	11/3/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			EF4CU00137201	11/3/2020	11/3/2021	EACH OCCURRENCE AGGREGATE Aggregate	$ 4,000,000 $ $ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		M1155107	11/3/2020	11/3/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Equipment Floater			IM7900318100000	11/3/2020	11/3/2021	Leased/Rented Equip	500,000
A	Contractors Pollut			EF4ML01718201	11/3/2020	11/3/2021	Each Condition	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of New Smyrna Beach is listed as additional insured on the General Liability when required by written contract

CERTIFICATE HOLDER
City of New Smyrna Beach
Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

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

AUTHORIZED REPRESENTATIVE

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ORDINANCE NO. 06-21

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH, GRANTING A NON-EXCLUSIVE FRANCHISE TO GEL RECYCLING, LLC, TO PROVIDE CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL SERVICES WITHIN THE CITY OF NEW SMYRNA BEACH; OUTLINING FRANCHISEE'S DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms or entities (Service) within the City of New Smyrna Beach (City) with the use of "roll-off" containers; and

WHEREAS GEL Recycling, LLC, a Florida limited liability company (Franchisee), represents that it has the necessary equipment, personnel and experience to properly perform the Service; and

WHEREAS, the City Commission deems that it is in the best interest of the citizens of New Smyrna Beach to award GEL Recycling, LLC, a nonexclusive right and franchise to provide the Service within the City limits upon the terms and conditions recited below.

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

SECTION 1: ***Award of Non-exclusive Franchise.*** The City of New Smyrna Beach hereby awards GEL Recycling, LLC, a nonexclusive right and franchise to provide roll-off service within the City limits upon the terms and conditions recited below. ***This Franchise shall not become effective until this ordinance and franchise agreement is accepted in writing by GEL Recycling, LLC.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, F.S. (2019).

B. *Service* encompasses the use of "roll-on" and "roll-off" containers (Containers) as used with mechanical pickup or compaction devices, or both of these devices.

C. *Containers* means either open-top/scow-type used only for non-putrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten (10) cubic yards capacity or larger.

SECTION 3: ***Franchisee's Authority.***

A. Franchisee is hereby empowered and authorized to provide roll-off service. Franchisee will either furnish all necessary trucks and other equipment to perform such services, or will contract with other persons or companies duly licensed or franchised by the City for the furnishing of trucks and equipment, provided, however, that at all times the trucks and equipment shall comply with the requirements provided herein for equipment owned and operated by Franchisee.

B. Franchisee may contract to provide the Service (Contract) with any person, organization, firm or entity (Entities) within the City, if such Entities have first requested the Service. Such contracts where containers are placed on public property must be approved by the Maintenance Operations Director or his designee prior to or within one (1) week (7 calendar days) of the placement of the Container for Service. For each Container placed on public property for service without a contract having been submitted to the Maintenance Operations Director by Franchisee, a thirty dollar ($30.00) inspection and administration late fee shall be paid by Franchisee to the City. The Contract shall not exceed the term of the Franchise.

Franchisee agrees to provide the Maintenance Operations Director with the location of its Containers and the name and address of and number of pickups to be made for each of the Entities. Franchisee also recognizes that any contract between Franchisee and the Entities has no effect whatsoever upon the City's decision to grant the Franchise, or any renewal decision made thereafter. If the Maintenance Operations Director disapproves a contract for containers placed on public property and the subject Container remains in service more than forty-eight (48) hours after telephone or written notice by the City to Franchisee to remove the Container, or if any Container should remain in service at any location more than forty-eight (48) hours after telephone or written notice from the City to Franchisee to remove the Container, then, in either or both cases, Franchisee shall pay the City fifty dollars ($50.00) per day until the Container is removed.

C. Franchisee shall provide the equipment and frequency of service as needed by the Entities and as approved by the Maintenance Operations Director.

D. All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the Containers agreed upon between Franchisee and the Entities shall be set forth in the Contract between Franchisee and the Entities, and approved by the Maintenance Operations Director pursuant to this section.

SECTION 4: ***Payments.***

A. Franchisee shall pay the City twenty dollars ($20.00) for each Container pickup. The charge shall be paid monthly and shall be based upon the number of Container pickups by Franchisee from the Entities during the preceding month.

B. Franchisee shall furnish the Maintenance Operations Director with an original and one (1) copy of an annual report on or before the forty-fifth (45th) day following Franchisee's fiscal year end. The report date shall be submitted to the Maintenance Operations Director on the date of Franchisee's acceptance of this Franchise, and the report shall be prepared in accordance with generally-accepted auditing standards. The report shall reflect the accuracy of Franchisee's payments to the City as defined in this ordinance, and shall ensure and include, but not be limited to, the following:

(1) all City accounts are properly coded to reflect charges accrued to the City;
(2) the number of City-related Container pickups are correctly reported to the City;
(3) all City payments are correctly computed and remitted to the City on a timely basis, or the interest-payment provision of Subsection C, below, shall apply.

During the term of this Franchise and its renewal, Franchisee shall make its records available to the City at all reasonable times. Failure to furnish the City with the report shall be considered a material breach of this Franchise, and the City shall be entitled to terminate this Franchise and to collect any damages resulting therefrom.

C. Franchisee shall have the sole responsibility for the billing and collection of all charges described herein. Billings shall be monthly and payable on or before the fifteenth (15th) day of the succeeding month. In the event bills are not paid within this time, Franchisee shall have the right (provided that Franchisee may otherwise legally do so) to discontinue all Services for nonpayment.

All statements of fees and charges by Franchisee, and the remittance thereof, shall be submitted to the City Finance Director on or before the fifteenth (15th) day following Franchisee's fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of Container pickups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this Franchise and shall allow the City to terminate the Franchise as may be further provided in Section 10 below.

SECTION 5: ***Term.***

A. The term of this Franchise shall commence on the date of adoption of this ordinance and end three (3) years upon approval of both parties after adoption of this ordinance. An acceptance of the provisions, conditions and stipulations of this Franchise shall: (1) be in writing; (2) contain Franchisee's local address; and (3) be filed with the City Clerk within fifteen (15) days of the adoption of this Franchise.

B. The term may be extended for an additional one (1) year, upon approval of both parties, by written notice not less than thirty (30) days prior to the expiration of the current term.

SECTION 6: ***Default.*** In the event Franchisee fails to provide adequate Services to the Entities by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ordinance (as determined solely by the City), the City may, at its sole option, terminate this Franchise (Option I), or take over the roll-off services (Option II), or both of these options. In the event the City chooses Option II, it shall receive all charge amounts regardless of the amounts normally retained by Franchisee.

SECTION 7: ***Default by Other Franchisees.*** In the event that other Franchisees default or otherwise fail to provide adequate Services (in the sole determination of the City), and the City chooses Option II as provided in Section 6 above, Franchisee agrees, if requested by the City, to provide the Services or temporary Services, or both of these types of Service, if Franchisee may reasonably do so, given: (1) Franchisee's equipment and schedule; and (2) that a reasonable price can be determined by Franchisee, the City and the entity for the Service's undertaking and completion.

SECTION 8: ***Liability.***

A. The privileges herein are granted upon the express condition that Franchisee shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the Services during the term of this Franchise. Should the City be sued therefrom, Franchisee shall be notified of and have the duty to defend such suit, provided, however, that the City has the sole option (Option III) to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to Franchisee. Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees on appeal.

B. The attorneys chosen by Franchisee to represent the City in any suit concerning matters included within this section shall be approved by the City unless the City chooses to represent itself as defined above. Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (including costs and attorney's fees, and costs and attorney's fees on appeal), of any kind or nature,

arising out of, resulting from, or in any way connected with Franchisee's activities permitted under this Franchise.

C. Franchisee further agrees to purchase public liability and property damage insurance in the amount of $1,000,000 (per accident, public liability), and $250,000 (property damage), and naming the City as an additional insured under the policy. The policy must provide that the City shall be given thirty (30) days' written notice prior to cancellation or modification, and a copy of the policy (or a certificate of insurance) shall be filed with the City Clerk on or before the effective date of this Franchise and on or before the effective date of each policy renewal period.

SECTION 9: ***Licenses.*** Franchisee shall, at its sole expense, procure from all local, state and federal governmental and agency authorities (having jurisdiction over the operations of Franchisee) all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Franchisee's operations. Franchisee shall pay all taxes, and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations, gross receipts, or all or any combination of these assets, and upon this Franchise and the rights and privileges granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

SECTION 10: ***Termination.*** The privileges granted herein to the Franchisee may be terminated by the City prior to the expiration of the term if any one (1) or more of the following events occur:

A. Franchisee fails: (1) to pay the sums, fees or charges due to the City in a timely manner (Failure I); or (2) Franchisee fails to keep, perform or observe each and every other promise, covenant, and condition designated to it under this ordinance (Failure II). In the event of a Failure II, the Maintenance Operations Director shall notify Franchisee in writing of such failure, and Franchisee shall have thirty (30) days from the receipt of such notice to correct the condition giving rise to such notice. If the correction is not made to the Maintenance Operations Director's satisfaction within the period, the Maintenance Operations Director shall give written notice to Franchisee that the privileges granted herein are terminated as of the date of such notice.

B. If and when Franchisee shall liquidate, dissolve or sell substantially all of its assets.

C. If and when there is a transfer of fifty percent (50%) or more of Franchisee's voting stock which results in a change in Franchisee's control.

D. If and when Franchisee becomes insolvent, or makes a general assignment for the benefit of its creditors, or if an action or petition is filed by or against Franchisee under any part

of the Federal Bankruptcy Act or other law relating to the alleged insolvency of Franchisee, and such action or petition is not dismissed within thirty (30) days of the date of its filing.

In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the Franchisee to the City accruing thereby, and any liability of Franchisee to the City arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the City without further notice.

SECTION 11: ***Notices.*** All notices herein required to be given by the City to Franchisee, except where specifically provided otherwise, may be effected either by hand delivery to any Franchisee employee, or by United States mail (postage prepaid), addressed to Franchisee at its last-known business address. All notices required to be given to the City shall be given to both the Maintenance Operations Director and the City Clerk either by hand delivery or by United States mail (postage prepaid), addressed to the Maintenance Operations Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, and the City Clerk, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

SECTION 12: ***Remedies, Attorney's Fees and Costs.*** All remedies provided in this Franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay the City's costs, and any and all attorney's fees thereafter charged to the City.

SECTION 13: ***Equipment.***

A. Franchisee agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of this Franchise, to insure that Franchisee shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities and conditions required under this ordinance.

B. All trucks utilized by Franchisee and all Containers owned or leased by Franchisee shall be prominently identified on both the left and right sides with Franchisee's name in letters not less than six inches (6") in height, and Franchisee's business telephone number in numbers not less than three inches (3") in height, either painted on or attached by signs to such trucks and Containers.

C. All of Franchisee's trucks, containers and equipment shall conform to all City safety and sanitation requirements for refuse-collection vehicles, and the equipment must be approved by the Maintenance Operations Director. Franchisee specifically agrees that the Maintenance Operations Director shall have the right to inspect the trucks or the equipment, or both of

these items, at all reasonable times and after having endeavored to give reasonable written or oral notice that such an inspection shall take place.

SECTION 14: ***Nonassignability.*** This Franchise shall not be assignable by Franchisee without the prior written consent of the City Commission as evidenced by an ordinance authorizing and approving such an assignment.

SECTION 15: ***Effective Area.*** This Franchise shall be effective within the City's corporate limits as they may from time to time exist.

SECTION 16: ***Hours of Operation***. The hours of operation for the Franchise shall be weekdays and Saturdays from 7:00 a.m. to 7:00 p.m. The Franchise shall not provide Service on Sundays.

SECTION 17: ***Headings.*** The paragraph headings of this Franchise are for purposes of convenience only, and shall not be deemed to expand or limit the provisions contained in such paragraphs or sections.

SECTION 18: ***Warranty of Franchisee.*** Franchisee represents and warrants to the City that no appointed or elected City official, officer, employee or agent has any interest, either directly or indirectly, in the business of Franchisee to be conducted herein.

SECTION 19: ***Noncompliance.*** If Franchisee shall at any time fail to comply with any of the provisions of this Franchise (unless such failure is beyond Franchisee's control because of matters deemed to be an act of God), the City, after thirty (30) days' written notice to Franchisee, may revoke this Franchise and render it void and of no further effect.

SECTION 20: ***Amendment.*** The City reserves the right to amend this Franchise at any time, and in any manner that the City deems necessary for the health, safety or welfare of the public. The City also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing Franchisee's operations herein, including, but not limited to, hours and frequency of Container pickup. These rules may be issued through the Maintenance Operations Director, the City Manager or his/her designee, and they need not be memorialized in an ordinance revision or other formal action by the City Commission, the City Commission's approval of this ordinance being an approval that the regulations should be so issued.

SECTION 21: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held February 9, 2021, in the Brannon Center, 105 South Riverside Drive, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Severability.*** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 23: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 24: ***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: 1/19/2021

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 06-21 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved and agreed to this _____ day of _____, 2021.

GEL Recycling, LLC
A Florida Limited Liability Company

By:

_____
Printed Name: _____
Title: _____

ATTEST:

_____
Printed Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ and _____, as _____ and _____ respectively, of GEL RECYCLING, LLC, a Florida profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

_____
(Notary Seal or Stamp) Notary Public

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

ORDINANCE NO. 07-21: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO FENCE SERVICE INC., DBA: FSI ROLL-OFF CONTAINERS.

January 26, 2021

Background:

Section 66-111, Franchise Requirement, of the City's Code of Ordinances provides that: "No person shall provide construction and demolition debris-removal services, as defined by F.S. 403.703(7), in the City without being awarded a non-exclusive franchise agreement with the City if they wish to continue to provide construction & demolition (C & D) debris removal services within our City limits."

Attached is Fence Service, Inc, dba: FSI Roll-Off Containers Non-Exclusive Franchise Ordinance application form and applicable attachments. Fence Service, Inc. meets all the requirements and staff is proposing that such a franchise agreement be issued to Fence Service, Inc. for a term of three (3) years with an additional one (1) year term upon approval of both parties.

Findings:

Staff recommends granting a non-exclusive franchise agreement for construction and demolition removal services to Fence Service, Inc.

Fiscal Analysis:

This is a revenue generating item as the franchise agreement requires the hauler to pay the City $20.00 per roll off container haul to the County's landfill.

Strategic Plan Item:

No

Staff Report Created By: Faith Miller - Director - Maintenance Operations

Attachments:

Non_Exclusive Application_Fence Services Inc_2021.pdf
ORD 07-21 Non-Exclusive Franchise Agmt - Fence Service dba FSI Roll-Off Containers.pdf

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below or fax to: 386-424-2198

Public Works Dept.

124 Industrial Park Avenue

New Smyrna Beach, FL 32168

Date: 1/4/2021

Applicant Name: William G. Morrison.

Business Name: Fence Service Inc, DBA: FSI Roll Off Containers.

Address: 801 Orange Avenue, Daytona Beach, FL 32114.

Telephone: 386-253-4212 **Fax:** 386-253-2878.

E-Mail: aaafence@aaafence.com.

1. Attach copy of Current State License for Disposal Site

Proposed Disposal Site(s): Volusia County Landfill

2. Attach copy of City Occupational License (for your business location)

3. Attach copy of Current Insurance Certificate

Naming City of New Smyrna Beach as additional insured with 30 days' notice prior to cancellation.

Insurance Carrier: FCCI Insurance Co. **Policy Number:** GL 1000585549

Address: P.O. Box 405563, Altana, GA 405563

Applicant's Signature:

Applicant's printed name: William G. Morrison.

Applicant's Title: Vice President.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2020

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

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

PRODUCER	CONTACT NAME: Julie Kuhlman	
Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415	PHONE (A/C, No, Ext): (386) 239-5742	FAX (A/C, No):
	E-MAIL ADDRESS: jkuhlman@bbdaytona.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
FENCE SERVICE, INC. DBA AAA FENCE 801 Orange Ave Daytona Beach FL 32114	INSURER A : FCCI Insurance Company	10178
	INSURER B : Bridgefield Casualty Insurance Company	10335
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20-21 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			GL100058549	07/01/2020	07/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CA100058548	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UMB100058547	07/01/2020	07/01/2021	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		19652026	12/15/2020	12/15/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	INLAND MARINE			CM100058550	07/01/2020	07/01/2021	LEASED/RENTED	$50,000

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

SEE NOTES FOR POLICY COVERAGE FORMS.
CITY OF NEW SMYRNA BEACH IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CITY OF NEW SMYRNA BEACH PUBLIC WORKS DEPT
124 INDUSTRIAL PARK AVENUE
NEW SMYRNA BEACH FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
Brown & Brown of Florida, Inc.		FENCE SERVICE, INC. DBA AAA FENCE
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY:
1) CGL084 1013 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU - ONGOING OPERATIONS AND PRODUCTS - COMPLETED OPERATIONS (ADDITIONAL INSURED- ONGOING AND COMPLETED OPERATIONS)
2) CGL088 0115 - FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT (ADDITIONAL INSURED- LESSOR OF EQUIPMENT, ADDITIONAL INSURED-MGR OR LESSOR OF PREMISES, ADDITIONAL INSURED-STATE OR POLITICAL, WAIVER OF SUBROGATION)
3) CG2001 0413 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURED (PRIMARY AND NON-CONTRIBUTORY)

AUTO LIABILITY:
1) CAU058-FL 0519 - AUTO FIRST CHOICE COVERAGE ENDORSEMENT (ADDITIONAL INSURED, WAIVER OF SUBROGATION)

UMBRELLA LIABILITY:
1) UMB179 0709 - ADDITIONAL INSURED PRIMARY/NON CONTRIBUTORY COVERAGE (PRIMARY NON-CONTRIBUTORY, ADDITIONAL INSURED)
THE UMBRELLA LIABILITY POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY

WORKERS COMPENSATION:
1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)

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2020/ 2021

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

Account # 199203190009 Expires: September 30, 2021
Business Location: 302 LOCKHART ST

Volusia County
FLORIDA

Business Name: FENCE SERVICES INC
Owner Name: WILLIAM G MORRISON
Mailing Address: 302 LOCKHART ST
DAYTONA BEACH, FL 32114

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Retail / Wholesale Sales		482	5	$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID:	07/09/2020
RECEIPT #:	BT 1-19-0002434
TOTAL TAX:	30.00
PENALTY:	0.00
TOTAL PAID:	30.00

1992031900 09

Business Name: FENCE SERVICES INC
Owner Name: WILLIAM G MORRISON
Mailing Address: 302 LOCKHART ST
DAYTONA BEACH, FL 32114

Account # 199203190009 Expires: September 30, 2021
Business Location: 302 LOCKHART ST

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

THE CITY OF DAYTONA BEACH

LOCAL BUSINESS TAX RECEIPT # BT-35033

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BUSINESS NAME: AAA FENCE CO OF DAYTONA BEACH
LOCATION: 801 ORANGE AVE
BUSINESS TYPE: FENCE & SHED SUB CONTRACT

BT-35033	BUS. LIC. NO.
35033	ACCOUNT NO.
09/30/2020	VALID FROM
09/30/2021	VALID TO
08/25/2020	DATE PAID
60.00	ANNUAL FEES

Fee Code	Description
1874F	FENCING

MAIL TO:

AAA FENCE CO OF DAYTONA BEACH
801 ORANGE AV
DAYTONA BEACH FL 32114

2021

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

LOCAL BUSINESS TAX RECEIPT

THE CITY OF DAYTONA BEACH

Bus Lic No # **BT-35033**

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

AAA FENCE CO OF DAYTONA BEACH
801 ORANGE AVE

PAID RECEIPT

Fee Code	Description	Reference	Amt Paid	Date Paid	Pay Method	Check # / Ref
SIGN	SIGNS	2021	15.00	08/25/20	CHECK-REMIT	10352
ADM	ADMINISTRATIVE FEES	2021	55.10	08/25/20	CHECK-REMIT	10352
1874	SUBCONTRACTOR	2021	60.00	08/25/20	CHECK-REMIT	10352

Fees Paid: $130.10

Chronology action: 8/28/2020 by SRDE (r)

THE CITY OF DAYTONA BEACH

LOCAL BUSINESS TAX RECEIPT # BT-64621

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BUSINESS NAME: F.S.I. / FEMA SERVICES INSTANTLY
LOCATION: 302 LOCKHART ST
BUSINESS TYPE: MISC RENTALS
LICENSE NOTES: DUMPSTER RENTAL / DEMOLITION

BT-64621	BUS. LIC. NO.
64621	ACCOUNT NO.
09/06/2006	VALID FROM
09/30/2020	VALID TO
09/11/2019	DATE PAID
150.00	ANNUAL FEES

Fee Code	Description
1874DM	DEMOLITION
1715	RENTALS - MISC

MAIL TO:

F.S.I. / FEMA SERVICES INSTANTLY
302 LOCKHART ST
DAYTONA BEACH FL 32114

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

LOCAL BUSINESS TAX RECEIPT

THE CITY OF DAYTONA BEACH

Bus Lic No # BT-64621

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

F.S.I. / FEMA SERVICES INSTANTLY
302 LOCKHART ST

Fee Code	Description	Reference	Amt Paid	Date Paid	Pay Method	Check # / Ref
1874	SUBCONTRACTOR	2020	60.00	09/11/19	CHECK-REMIT	1866
1715	RENTALS - MISC	2020	90.00	09/11/19	CHECK-REMIT	1866

Fees Paid: $150.00

Chronology action: 9/12/2019 by SRDE (r)

ORDINANCE NO. 07-21

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH, GRANTING A NON-EXCLUSIVE FRANCHISE TO FENCE SERVICE, INC. DBA FSI ROLL-OFF CONTAINERS, TO PROVIDE CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL SERVICES WITHIN THE CITY OF NEW SMYRNA BEACH; OUTLINING FRANCHISEE'S DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms or entities (Service) within the City of New Smyrna Beach (City) with the use of "roll-off" containers; and

WHEREAS, Fence Service Inc. dba FSI Roll-Off Containers, a Florida profit corporation (Franchisee), represents that it has the necessary equipment, personnel and experience to properly perform the Service; and

WHEREAS, the City Commission deems that it is in the best interest of the citizens of New Smyrna Beach to award Fence Service Inc. dba FSI Roll-Off Containers, a nonexclusive right and franchise to provide the Service within the City limits upon the terms and conditions recited below.

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

SECTION 1: ***Award of Non-exclusive Franchise.*** The City of New Smyrna Beach hereby awards Fence Service Inc., dba FSI Roll-Off Containers, a nonexclusive right and franchise to provide roll-off service within the City limits upon the terms and conditions recited below. ***This Franchise shall not become effective until this ordinance and franchise agreement is accepted in writing by Fence Service Inc. dba FSI Roll-Off Containers.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, F.S. (2019).

B. *Service* encompasses the use of "roll-on" and "roll-off" containers (Containers) as used with mechanical pickup or compaction devices, or both of these devices.

C. *Containers* means either open-top/scow-type used only for non-putrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten (10) cubic yards capacity or larger.

SECTION 3: ***Franchisee's Authority.***

A. Franchisee is hereby empowered and authorized to provide roll-off service. Franchisee will either furnish all necessary trucks and other equipment to perform such services, or will contract with other persons or companies duly licensed or franchised by the City for the furnishing of trucks and equipment, provided, however, that at all times the trucks and equipment shall comply with the requirements provided herein for equipment owned and operated by Franchisee.

B. Franchisee may contract to provide the Service (Contract) with any person, organization, firm or entity (Entities) within the City, if such Entities have first requested the Service. Such contracts where containers are placed on public property must be approved by the Maintenance Operations Director or his designee prior to or within one (1) week (7 calendar days) of the placement of the Container for Service. For each Container placed on public property for service without a contract having been submitted to the Maintenance Operations Director by Franchisee, a thirty dollar ($30.00) inspection and administration late fee shall be paid by Franchisee to the City. The Contract shall not exceed the term of the Franchise.

Franchisee agrees to provide the Maintenance Operations Director with the location of its Containers and the name and address of and number of pickups to be made for each of the Entities. Franchisee also recognizes that any contract between Franchisee and the Entities has no effect whatsoever upon the City's decision to grant the Franchise, or any renewal decision made thereafter. If the Maintenance Operations Director disapproves a contract for containers placed on public property and the subject Container remains in service more than forty-eight (48) hours after telephone or written notice by the City to Franchisee to remove the Container, or if any Container should remain in service at any location more than forty-eight (48) hours after telephone or written notice from the City to Franchisee to remove the Container, then, in either or both cases, Franchisee shall pay the City fifty dollars ($50.00) per day until the Container is removed.

C. Franchisee shall provide the equipment and frequency of service as needed by the Entities and as approved by the Maintenance Operations Director.

D. All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the Containers agreed upon between Franchisee and the Entities

shall be set forth in the Contract between Franchisee and the Entities, and approved by the Maintenance Operations Director pursuant to this section.

SECTION 4: ***Payments.***

A. Franchisee shall pay the City twenty dollars ($20.00) for each Container pickup. The charge shall be paid monthly and shall be based upon the number of Container pickups by Franchisee from the Entities during the preceding month.

B. Franchisee shall furnish the Maintenance Operations Director with an original and one (1) copy of an annual report on or before the forty-fifth (45th) day following Franchisee's fiscal year end. The report date shall be submitted to the Maintenance Operations Director on the date of Franchisee's acceptance of this Franchise, and the report shall be prepared in accordance with generally-accepted auditing standards. The report shall reflect the accuracy of Franchisee's payments to the City as defined in this ordinance, and shall ensure and include, but not be limited to, the following:

(1) all City accounts are properly coded to reflect charges accrued to the City;
(2) the number of City-related Container pickups are correctly reported to the City;
(3) all City payments are correctly computed and remitted to the City on a timely basis, or the interest-payment provision of Subsection C, below, shall apply.

During the term of this Franchise and its renewal, Franchisee shall make its records available to the City at all reasonable times. Failure to furnish the City with the report shall be considered a material breach of this Franchise, and the City shall be entitled to terminate this Franchise and to collect any damages resulting therefrom.

C. Franchisee shall have the sole responsibility for the billing and collection of all charges described herein. Billings shall be monthly and payable on or before the fifteenth (15th) day of the succeeding month. In the event bills are not paid within this time, Franchisee shall have the right (provided that Franchisee may otherwise legally do so) to discontinue all Services for nonpayment.

All statements of fees and charges by Franchisee, and the remittance thereof, shall be submitted to the City Finance Director on or before the fifteenth (15th) day following Franchisee's fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of Container pickups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this Franchise and shall allow the City to terminate the Franchise as may be further provided in Section 10 below.

SECTION 5: ***Term.***

A. The term of this Franchise shall commence on the date of adoption of this ordinance and end three (3) years upon approval of both parties after adoption of this ordinance. An acceptance of the provisions, conditions and stipulations of this Franchise shall: (1) be in writing; (2) contain Franchisee's local address; and (3) be filed with the City Clerk within fifteen (15) days of the adoption of this Franchise.

B. The term may be extended for an additional one (1) year, upon approval of both parties, by written notice not less than thirty (30) days prior to the expiration of the current term.

SECTION 6: ***Default.*** In the event Franchisee fails to provide adequate Services to the Entities by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ordinance (as determined solely by the City), the City may, at its sole option, terminate this Franchise (Option I), or take over the roll-off services (Option II), or both of these options. In the event the City chooses Option II, it shall receive all charge amounts regardless of the amounts normally retained by Franchisee.

SECTION 7: ***Default by Other Franchisees.*** In the event that other Franchisees default or otherwise fail to provide adequate Services (in the sole determination of the City), and the City chooses Option II as provided in Section 6 above, Franchisee agrees, if requested by the City, to provide the Services or temporary Services, or both of these types of Service, if Franchisee may reasonably do so, given: (1) Franchisee's equipment and schedule; and (2) that a reasonable price can be determined by Franchisee, the City and the entity for the Service's undertaking and completion.

SECTION 8: ***Liability.***

A. The privileges herein are granted upon the express condition that Franchisee shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the Services during the term of this Franchise. Should the City be sued therefrom, Franchisee shall be notified of and have the duty to defend such suit, provided, however, that the City has the sole option (Option III) to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to Franchisee. Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees on appeal.

B. The attorneys chosen by Franchisee to represent the City in any suit concerning matters included within this section shall be approved by the City unless the City chooses to represent itself as defined above. Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, de-

mands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (including costs and attorney's fees, and costs and attorney's fees on appeal), of any kind or nature, arising out of, resulting from, or in any way connected with Franchisee's activities permitted under this Franchise.

C. Franchisee further agrees to purchase public liability and property damage insurance in the amount of $1,000,000 (per accident, public liability), and $250,000 (property damage), and naming the City as an additional insured under the policy. The policy must provide that the City shall be given thirty (30) days' written notice prior to cancellation or modification, and a copy of the policy (or a certificate of insurance) shall be filed with the City Clerk on or before the effective date of this Franchise and on or before the effective date of each policy renewal period.

SECTION 9: ***Licenses.*** Franchisee shall, at its sole expense, procure from all local, state and federal governmental and agency authorities (having jurisdiction over the operations of Franchisee) all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Franchisee's operations. Franchisee shall pay all taxes, and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations, gross receipts, or all or any combination of these assets, and upon this Franchise and the rights and privileges granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

SECTION 10: ***Termination.*** The privileges granted herein to the Franchisee may be terminated by the City prior to the expiration of the term if any one (1) or more of the following events occur:

A. Franchisee fails: (1) to pay the sums, fees or charges due to the City in a timely manner (Failure I); or (2) Franchisee fails to keep, perform or observe each and every other promise, covenant, and condition designated to it under this ordinance (Failure II). In the event of a Failure II, the Maintenance Operations Director shall notify Franchisee in writing of such failure, and Franchisee shall have thirty (30) days from the receipt of such notice to correct the condition giving rise to such notice. If the correction is not made to the Maintenance Operations Director's satisfaction within the period, the Maintenance Operations Director shall give written notice to Franchisee that the privileges granted herein are terminated as of the date of such notice.

B. If and when Franchisee shall liquidate, dissolve or sell substantially all of its assets.

C. If and when there is a transfer of fifty percent (50%) or more of Franchisee's voting stock which results in a change in Franchisee's control.

D. If and when Franchisee becomes insolvent, or makes a general assignment for the benefit of its creditors, or if an action or petition is filed by or against Franchisee under any part of the Federal Bankruptcy Act or other law relating to the alleged insolvency of Franchisee, and such action or petition is not dismissed within thirty (30) days of the date of its filing.

In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the Franchisee to the City accruing thereby, and any liability of Franchisee to the City arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the City without further notice.

SECTION 11: ***Notices.*** All notices herein required to be given by the City to Franchisee, except where specifically provided otherwise, may be effected either by hand delivery to any Franchisee employee, or by United States mail (postage prepaid), addressed to Franchisee at its last-known business address. All notices required to be given to the City shall be given to both the Maintenance Operations Director and the City Clerk either by hand delivery or by United States mail (postage prepaid), addressed to the Maintenance Operations Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, and the City Clerk, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

SECTION 12: ***Remedies, Attorney's Fees and Costs.*** All remedies provided in this Franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay the City's costs, and any and all attorney's fees thereafter charged to the City.

SECTION 13: ***Equipment.***

A. Franchisee agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of this Franchise, to insure that Franchisee shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities and conditions required under this ordinance.

B. All trucks utilized by Franchisee and all Containers owned or leased by Franchisee shall be prominently identified on both the left and right sides with Franchisee's name in letters not less than six inches (6") in height, and Franchisee's business telephone number in numbers not less than three inches (3") in height, either painted on or attached by signs to such trucks and Containers.

C. All of Franchisee's trucks, containers and equipment shall conform to all City safety and sanitation requirements for refuse-collection vehicles, and the equipment must be approved by the Maintenance Operations Director. Franchisee specifically agrees that the Mainte-

nance Operations Director shall have the right to inspect the trucks or the equipment, or both of these items, at all reasonable times and after having endeavored to give reasonable written or oral notice that such an inspection shall take place.

SECTION 14: ***Nonassignability.*** This Franchise shall not be assignable by Franchisee without the prior written consent of the City Commission as evidenced by an ordinance authorizing and approving such an assignment.

SECTION 15: ***Effective Area.*** This Franchise shall be effective within the City's corporate limits as they may from time to time exist.

SECTION 16: ***Hours of Operation.*** The hours of operation for the Franchise shall be weekdays and Saturdays from 7:00 a.m. to 7:00 p.m. The Franchise shall not provide Service on Sundays.

SECTION 17: ***Headings.*** The paragraph headings of this Franchise are for purposes of convenience only, and shall not be deemed to expand or limit the provisions contained in such paragraphs or sections.

SECTION 18: ***Warranty of Franchisee.*** Franchisee represents and warrants to the City that no appointed or elected City official, officer, employee or agent has any interest, either directly or indirectly, in the business of Franchisee to be conducted herein.

SECTION 19: ***Noncompliance.*** If Franchisee shall at any time fail to comply with any of the provisions of this Franchise (unless such failure is beyond Franchisee's control because of matters deemed to be an act of God), the City, after thirty (30) days' written notice to Franchisee, may revoke this Franchise and render it void and of no further effect.

SECTION 20: ***Amendment.*** The City reserves the right to amend this Franchise at any time, and in any manner that the City deems necessary for the health, safety or welfare of the public. The City also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing Franchisee's operations herein, including, but not limited to, hours and frequency of Container pickup. These rules may be issued through the Maintenance Operations Director, the City Manager or his/her designee, and they need not be memorialized in an ordinance revision or other formal action by the City Commission, the City Commission's approval of this ordinance being an approval that the regulations should be so issued.

SECTION 21: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held February 9, 2021, in the Brannon Center, 105 South Riverside Drive, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Severability.*** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 23: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 24: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Cami Avallone

CARRIE AVALLONE
City Attorney

DATE: 1/19/2021

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 05-21 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved and agreed to this _____ day of _____, 2021.

FENCE SERVICE, INC.
DBA FSI ROLL-OFF CONTAINERS
A Florida Profit Corporation

By:

_____
Printed Name: _____
Title: _____

ATTEST:

_____
Printed Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ and _____, as _____ and _____ respectively, of FENCE SERVICE, INC. DBA FSI ROLL-OFF CONTAINERS, a Florida profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

_____
(Notary Seal or Stamp) Notary Public

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

CITY MANAGER'S REPORT.

January 26, 2021

Background:
City Manager's Report.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 1-26-21.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Khalid Resheidat, City Manager

Re: **City Manager's Report – January 26, 2021**

Date: January 20, 2021

The City Manager held a meeting regarding the issue of homelessness with a large of group of attendees; which was comprised of local government representatives from Volusia County, City of New Smyrna Beach, City of Port Orange, City of Edgewater and City of Oak Hill; along with representatives from Advent Health, NSB Housing Authority, local churches, businesses, and residents.

> Attached please find the meeting agenda. Subsequently as a result of this meeting, a small voluntary group will be working with the City Manager in the next month, to develop a reasonable and viable program that fits the needs of the community and will have a positive effect on the issue at hand.

The City Manager held a Diversity/Inclusion Meeting with a committee comprised of City employees on 1/20/2021. This group was formed late last year to address the topic of diversity/inclusion within the city workplace environment. The group will meet regularly and be tasked with providing recommendations and suggestions; with a goal of development of an action plan to be put into place to enhance diversity/inclusion within the City's workplace environment.

The City Manager and the Assistant City manager met with the NSB Residents Coalition regarding Historic Preservation on 1/20/2021.

Please see attached the November 2020 Monthly Budget Report for FY 2021.

Please see attached email from Leisure Services Director David Ray regarding the status of the Skate park project expansion.

The CM and staff continue to work with First NSB Church on the parking lease agreement for the north parking area along Washington Street. A draft lease is anticipated to be presented to you once the church provides further input regarding the terms.

Please see attached email from Volusia County Emergency Management regarding residency requirement to receive Covid-19 vaccination. Also attached is a press release from Volusia County with this information.

The City Manager, IT Director, Police Chief, Fire Chief, City's Emergency Operations Manager and Public Information Officer all attended a cybersecurity training exercise along with the Utilities Commissions and AdventHealth on 1/13/2021.

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

City of New Smyrna Beach
Homelessness Issue Kick Off Meeting
1/19/2021 @ 4:00 pm
Brannon Center

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1. Introductions – Name of Attendee and Agency or Organization

2. Purpose of Meeting

3. Legal and Law Enforcement Parameters

4. Where to Go From Here? – Selection of a Viable and Reasonable Program

    a) Building a Coalition Comprised of Cities and Organizations

    b) Available Sources of Funding and Assistance

    c) Possible Location Sites

    d) Targeting Business – Each City target their big businesses

5. Selection of Small Action Groups

NEW SMYRNA BEACH

FLORIDA

Monthly Budget Report Fiscal Year 2021

November 2020

This financial unaudited overview reflects the City's overall unaudited financial condition through November 2020 or 16% of the fiscal year. Revenues at or above the 16% benchmark is favorable, whilst expenses at or below the 16% benchmark is also favorable. It is important to note that expenses are listed showing amounts that have actually been paid plus amounts that have been encumbered for payment.
The first table below provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in the subsequent tables.

Fund	Original Budget	Adj Annual Budget	YTD Actual Revenues	YTD %	YTD Actual Expenses[4]	YTD %
001 - General Fund[1]	$ 30,818,569	$ 30,818,569	$ 5,214,119	17%	$ 6,176,656	20%
003 - Brannon Civic Center	223,604	223,604	26,325	12%	37,534	17%
004 - Golf Course	1,358,025	1,358,025	191,977	14%	251,884	19%
101 - Stormwater Utility Fee[1]	4,082,593	4,082,593	401,979	10%	512,400	13%
103 - Special Law Enforcement Revenue	106,000	106,000	-	-	-	-
104 - Airport/Industrial Park Revenue	6,580,126	6,580,126	436,109	7%	407,854	6%
105 - Police Impact Fee Revenue	325,000	325,000	37,559	12%	-	-
106 - Fire Impact Fee Revenue	125,630	125,630	27,746	22%	20,938	17%
107 - Recreation Impact Fee Revenue	140,000	140,000	10,299	7%	-	-
109 - Transportation Impact Fee Revenue	2,120,000	2,120,000	121,670	6%	353,333	17%
113 - Building & Inspection Revenue	3,906,817	3,906,817	372,591	10%	483,249	12%
115 - Parking Fund Revenue	1,300,000	1,300,000	133,988	10%	96,582	7%
125 - CRA Revenue[1]	945,324	945,324	-	-	-	-
204 - Debt Service Revenue	560,872	560,872	280,436	50%	280,436	50%
207 - SRF Debt Service Sinking	170,238	170,238	93,171	55%	93,171	55%
208 - Debt Service 2005 Revenue	472,340	472,340	416,170	88%	416,170	88%
209 - Debt Service GOB 2005 & 2018	1,872,985	1,872,985	332,801	18%	-	-
210 - Debt Service Capital Improvement Note	707,041	707,041	565,896	80%	565,896	80%
211 - Debt Service Islesboro	62,508	62,508	10,418	17%	-	-
301 - Capital Projects - Turnbull Creek	2,900,000	2,900,000	458,333	16%	1,229,346	42%
302 - Capital Projects - All Funds[2]	3,678,900	3,678,900	390,736	11%	1,152,867	31%
405 - Sanitation	7,418,069	7,418,069	1,227,993	17%	596,104	8%
408 - City Marina	300,300	300,300	50,338	17%	39,819	13%
501 - Garage[3]	997,959	997,959	62,926	6%	85,598	9%
Total	**$ 71,172,900**	**$ 71,172,900**	**$ 10,863,580**	**15%**	**$ 12,799,839**	**18%**

1 A high percentage of property tax revenue is received in the first quarter of the fiscal year.
2 Some project expenses are offset by prior year fund balance
3 Garage has a 30 day lag in billing
4 YTD Actual Expenses include encumbrances of 1.5 million dollars as of date

CITY POOLED CASH

The table below lists by fund the City's pooled cash. Each fund can effectively deposit or withdraw funds without prior notice or penalty.

Pooled Cash	11/30/20
001 - General Fund	9,845,509
101 - Stormwater Utility Fee	2,325,548
103 - Special Law Enforcement Revenue	134,792
104 - Airport/Industrial Park Revenue	1,079,080
105 - Police Impact Fee Revenue	1,612,631
106 - Fire Impact Fee Revenue	1,394,659
107 - Recreation Impact Fee Revenue	202,640
109 - Transportation Capital Revenue	2,843,729
113 - Building & Inspection Revenue	8,453,312
115 - Parking Fund Revenue	2,968,336
125 - CRA	1,291,324
204 - Debt Service Revenue	2,026
205 - SRF Loan Debt Service Reserve	102,830
206 - FMLC 2000B Revenue Bond	1,584
207 - SRF Debt Service Sinking	124,769
208 - Debt Service 2005 Revenue	18,512
209 - Debt Service GOB 2005 & 2018	1,242,192
210 - Debt Service Capital Impr Note	2,003
301 - Turnbull Creek	2,775,650
302 - Capital Projects	4,855,638
405 - Sanitation	1,178,914
408 - City Marina	625,929
501 - Garage	129,444
Total	**$ 43,211,052**

GENERAL FUND

Through November the City's GF has collected a total of **$5,214,119** or 17**%** of its projected annual revenues. For the same period the GF has expended **$6,495,613** or 21**%** of budgeted annual expenditures. Note that all expenses include amounts that have been encumbered on a purchase order, plus what is actually expensed.

General Fund	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Received
Taxes[1]	$ 24,926,249	$ 24,926,249	$ 4,101,145	16%
Licenses & Permits	234,700	234,700	16,398	7%
Intergovernmental	2,265,482	2,265,482	627,535	28%
Charges for Services[2]	2,415,562	2,415,562	175,319	7%
Fines & Forfeitures[3]	177,500	177,500	148,898	84%
Miscellaneous	164,050	164,050	44,720	27%
Transfers	600,630	600,630	100,105	0%
Appropriated Reserves	34,396	34,396	-	0%
Total	**$ 30,818,569**	**$ 30,818,569**	**$ 5,214,119**	**17%**

General Fund	Original Budget	Adj Annual Budget	YTD Actual[3]	YTD % Expended
City Commission	$ 307,462	$ 307,462	$ 35,873	12%
City Manager	505,202	505,202	61,276	12%
City Clerk	425,847	425,847	84,734	20%
Business/Econ Dev	282,345	282,345	36,954	13%
Finance	842,304	842,304	122,341	15%
Information Technology	754,464	764,464	235,858	31%
Human Resources	299,947	299,947	36,587	12%
City Attorney	425,104	425,104	44,119	10%
Planning & Engineering	1,015,940	1,015,940	116,016	11%
Non Departmental	3,588,724	3,575,574	919,179	26%
Public Works	166,953	166,953	32,176	19%
Police	7,268,739	7,268,739	897,274	12%
Fire	5,372,338	5,375,488	1,091,394	20%
Fire Transport	549,958	549,958	76,072	14%
Emergency Oper Center	37,663	37,663	3,193	8%
Streets	1,690,681	1,690,681	158,895	9%
Recreation	1,474,859	1,474,859	119,379	8%
Parks	1,772,164	1,772,164	579,933	33%
Sports Complex	835,652	835,652	224,216	27%
Building & Maintenance	471,042	471,042	60,487	13%
Interfund Transfers	2,731,181	2,731,181	1,240,700	45%
Total	**$ 30,818,569**	**$ 30,818,569**	**$ 6,176,656**	**20%**

1 Tax revenues collected during the first quarter
2 Large Code Enforcement payoffs
3 YTD Actual Expenses include encumbrances as of $ 1.5 million

CITYWIDE DEBT

The table below lists the City's current outstanding debt.

Citywide Outstanding Debt as of 11/30/20	
Capital Improvement Notes	12,657,000
Stormwater Note Payable - Islesboro	3,569,768
General Obligation Refunding Note Series 2005	4,469,000
General Obligation Note, Series 2018	9,183,000
State Revolving Fund Notes	350,857
Capital Lease - Fire Truck	1,123,981
Capital Lease - Golf Carts	100,134
Capital Lease - Public Works	120,000
Total	**$ 31,573,740**

OTHER GOVERNMENTAL FUNDS

Other Governmental Funds include dedicated special revenue source funds and impact fee funds. Fiscal YTD actual to annual budget comparisons are shown below.

Revenues	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Received
101 - Stormwater	$ 4,082,593	$ 4,082,593	$ 401,979	10%
103 - Special Law Enforcement	106,000	106,000	-	0%
104 - Airport	6,580,126	6,580,126	436,109	7%
105 - Police Impact	325,000	325,000	37,559	12%
106 - Fire Impact	125,630	125,630	27,746	22%
107 - Recreation Impact	140,000	140,000	10,299	7%
109 - Transportation Impact	2,120,000	2,120,000	121,670	6%
113 - Building & Inspection	3,906,817	3,906,817	372,591	10%
115 - Parking	1,300,000	1,300,000	133,988	10%
125 - CRA	945,324	945,324	-	0%
Total	**$ 19,631,490**	**$ 19,631,490**	**$ 1,541,940**	**8%**

Expenses	Original Budget	Adj Annual Budget	YTD Actual	YTD % Expended
101- Stormwater	$ 4,082,593	$ 4,082,593	$ 512,400	13%
103 - Special Law Enforcement	106,000	106,000	-	0%
104 - Airport	6,580,126	6,580,126	407,854	6%
105 - Police Impact	325,000	325,000	-	0%
106 - Fire Impact	125,630	125,630	20,938	17%
107 - Recreation Impact	140,000	140,000	-	0%
109 - Transportation Impact	2,120,000	2,120,000	353,333	17%
113 - Building & Inspection	3,906,817	3,906,817	483,249	12%
115 - Parking	1,300,000	1,300,000	96,582	7%
125 - CRA	945,324	945,324	-	0%
Total	**$ 19,631,490**	**$ 19,631,490**	**$ 1,874,357**	**10%**

ENTERPRISE & INTERNAL SERIVCE FUNDS

The City's enterprise funds include the sanitation marina and garage funds. Fiscal YTD actual to annual budget comparisons are shown below.

Fund	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Received
405 - Sanitation	7,418,069	7,418,069	1,227,993	17%
408 - City Marina	300,300	300,300	50,338	17%
501 - Garage	997,959	997,959	62,926	6%
Total	**8,716,328**	**$ 8,716,328**	**$ 1,341,257**	**15%**

Fund	Original Budget	Adj Annual Budget	YTD Actual	YTD % Expended
405 - Sanitation	7,418,069	7,418,069	596,104	8%
408 - City Marina	300,300	300,300	39,819	13%
501 - Garage[1]	997,959	997,959	85,598	9%
Total	**8,716,328**	**$ 8,716,328**	**$ 721,522**	**8%**

1 Garage has a 30 day lag in billing

GOLF COURSE

The table below lists Golf Course revenue and expense for this period.

Golf Course	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Rec'd/Exp
Revenue				
Greens Fees	$ 503,725	$ 503,725	$ 58,387	12%
Cart Fees	468,000	468,000	61,437	13%
Memberships	190,000	190,000	46,700	25%
Other Revenue	196,300	196,300	25,453	13%
Total Revenue	**$ 1,358,025**	**$1,358,025**	**$ 191,977**	14%
Expenses[1]				
Administration				
Personnel	$ 363,426	$ 363,426	$ 54,552	15%
Operating	390,602	390,602	33,137	8%
Maintenance				
Personnel	366,135	366,135	63,556	17%
Operating	237,862	237,862	100,639	42%
Capital				0%
Total Expense	**$ 1,358,025**	**$1,358,025**	**$ 251,884**	19%
Profit(Loss)	-	-	(59,907)	

1 YTD Actual Expenses include encumbrances as of $64K

BRANNON CENTER

The table below lists Brannon Civic Center AND Live Oak revenues and expenses for this period.

Brannon Center & Live Oak	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Rec'd/Exp
Revenue				
Facility Rental	$ 223,604	$ 223,604	$ 26,325	12%
Catering	-	-	-	0%
Total Revenue	**$ 223,604**	**$ 223,604**	**$ 26,325**	**12%**
Expenses				
Personnel	$ 73,964	$ 73,964	$ 20,165	27%
Operating Expense	149,640	149,640	17,369	12%
Total Expense	**$ 223,604**	**$ 223,604**	**$ 37,534**	**17%**

Waived Fees Summary	Total Fees Waived
City of New Smyrna Beach	11,400
Volusia County	-
State of Florida	-
Visitors Bureau	-
Atlantic Center for the Arts	-
Others	525
Total Fees Waived	**11,925**

From:	Resheidat, Khalid
To:	Kosorok, Tammy
Subject:	FW: Skate Park
Date:	Tuesday, January 19, 2021 8:49:25 AM

CM report 1/26/2021

From: Ray, David <dray@cityofnsb.com>
Sent: Tuesday, January 19, 2021 8:34 AM
To: Resheidat, Khalid <kresheidat@cityofnsb.com>
Subject: Skate Park

Khalid,

Update on teh skate park expansion.

- Currently Echo has not finalized dates for the upcoming grant process.
    - I am in constant communication with the Echo manager from the county.
- With the dates not being finalized at this point, it will most likely move the project into the next fiscal years budget.
- I am putting that as part of the 2021-2022 mini budget presentation for Leisure Services on Feb 23rd.
- Prior to that meeting I am expecting dates to be finalized so we will have a better idea for the length of the grant proposals.
- After speaking with the county as well, with the ECHO being extended by the voters one of the stipulations that the committee is talking about is not having more then 2 ECHO projects open at one time. I will get clarification on that at their mandatory workshops once the dates are solidified.
- At this time I am putting together some of the bigger parts of the grant so we are ready to go once we have dates solidified.
    - A few items that I will need to bring to the commission:
        - We will need to do a similar lease like we did for the sports complex. It will need to be a 30 year lease not what we currently have (a 5 year lease with 4 options for renewal)
        - We will need a resolution by the commission for the matching part of the grant ($200,000)

I will keep you updated as more info comes out for the upcoming grant cycle.

Thanks,

David Ray
Director of Leisure Services
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New Smyrna Beach, FL 32168
Office (386) 410-2891
Mobile (386) 527-6657
dray@cityofnsb.com
www.cityofnsb.com



From:	Resheidat, Khalid
To:	Kosorok, Tammy
Subject:	FW: Volusia County News: County of Volusia COVID-19 vaccination events require residency
Date:	Wednesday, January 20, 2021 9:52:53 AM
Attachments:	21 Jan 20 County of Volusia COVID-19 vaccination events require residency.doc

CM report 1-26-2021

From: James A. Judge <jjudge@volusia.org>
Sent: Wednesday, January 20, 2021 8:43 AM
To: Kurt Swartzlander <kswartzlander@cityofdbs.org>; Michael (DBS) Booker <mbooker@cityofdbs.org>; Glen Irby <Girby@cityofedgewater.org>; Fields, Brian <bfields@cityofnsb.com>; Resheidat, Khalid <kresheidat@cityofnsb.com>; Jim (DB) Chisholm <chisholmj@codb.us>; Betty Goodman <goodmanbetty@codb.us>; Dru Driscoll <driscolldru@dbfd.us>; Carmen Rosamonda <CRosamonda@DeBary.org>; Mike Grebosz <greboszm@deland.org>; Mike (Del) Pleus <pleusm@deland.org>; John Peters <jpeters@deltonafl.gov>; Marc-Antonie Cooper <mcooper@deltonafl.gov>; Joe Forte <jforte@hollyhillfl.org>; Lee Evett <levett@lakehelen.org>; Kohn (OH) Evans <evansk@oakhillfl.com>; Chris Byle <chris.byle@ormondbeach.org>; Claire Whitley <Claire.Whitley@ormondbeach.org>; Jenn (OB) <Jenn.Elston@ormondbeach.org>; Joyce Shanahan <shanahan@ormondbeach.org>; Dale Arrington <darrington@ourorangecity.com>; Jeaneen Witt <jwitt@ponce-inlet.org>; Alan Rosen <arosen@port-orange.org>; Alison (PO) <asylvester@port-orange.org>; Jamie Miller(PO) <jmiller@port-orange.org>; Susan (PO) <slovallo@port-orange.org>; Les Gillis <lgillis@southdaytona.org>; Mark Cheatham <mcheatham@southdaytona.org>; Trudy O'Dell <trudy.odell@southdaytona.org>; Carmen Spelorzi <carmen@townofpierson.org>; Greg Akin <gpakin@volusia.k12.fl.us>
Subject: Fwd: Volusia County News: County of Volusia COVID-19 vaccination events require residency

CAUTION: **This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.**

Managers,

Residency requirement now in place for a COVID-19 vaccination.

I will review on the call this morning

Jim
>>> Kate Sark 1/20/2021 8:37 AM >>>
Volusia County Community Information
For immediate release
Jan. 20, 2021
Media contact: Kate Sark

County of Volusia COVID-19 vaccination events require residency

Effective today, Jan. 20, COVID-19 vaccine sites hosted by the County of Volusia and Florida Department

of Health in Volusia County will require proof of Florida state residency, such as a State of Florida driver's license or a utility bill with the same name as the registrant. During the registration process, individuals must self-certify that they are both 65 years of age or older and a resident of the state. Upon check in at an event, individuals must be able to provide a state-issued driver’s license or identification card or a utility bill for a Florida property that matches the name on their ID.

The requirement is put in place due to guidance from Governor DeSantis and applies to state-run sites.

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Kate Sark
Community Information
Sr. Marketing Specialist

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Stay connected with Volusia County Government through one of our many social media outlets. (http://www.volusia.org/news/social-media.stml)

NEWS FOR IMMEDIATE RELEASE

COVID-19 PANDEMIC

Jan. 20, 2021

Media Contact: Kate Sark
Volusia County Community Information

County of Volusia COVID-19 vaccination events require residency

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The requirement is put in place due to guidance from Governor DeSantis and applies to state-run sites.

--30--


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