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

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

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Presentation: Leisure Services FY 25 Annual Report

5. CITY MANAGER'S REPORT

5.A City Manager's Report

6. PUBLIC PARTICIPATION

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

7. CONSENT AGENDA

7.A Consider the adoption of the minutes from the City Commission regular meeting held on Tuesday, December 9, 2025.

7.B Consider the approval for the Street Resurfacing schedule for Fiscal Year 26 and the Five-year resurfacing plan utilizing the current Contract with Masci General Contractor, Inc.

7.C Consider the approval of the appointment of Brian Ashley, Zone 4 Commissioner, as the City of New Smyrna Beach representative to the Opioid Abatement Funding Advisory Board.

7.D Consider the approval of modification #6 - HMGP Grant #4337-197-R.

7.E Consider the approval of a change order to Carter Electric for additional services requested by the City at Phil Hall Park.

7.F Special Event: Consider the approval of the New Smyrna Beach Food Festival 2026, to be held on Thursday, April 16, 2026.

7.G Special Event: Consider the approval of the NSB Shrimp & Seafood Food Festival 2026, to be held on Thursday August 6, 2026.

7.H Special Event: Consider the approval of the Light Up Flagler Event 2026, to be held on Friday December 4, 2026.

7.I Special Event: Consider the approval of the Annual Community Martin Luther King Jr Day March and Observance, to be held on Monday, January 19, 2026.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the approval of an employment contract for the City Clerk.

9. QUASI-JUDICIAL HEARINGS

9.A Consider the approval of Special Exception 2-25 located at 707 Cheston Street, to allow a dwelling unit on the second floor of a principle commercial structure in the I-1, Light Industrial zoning district.

10. PUBLIC HEARINGS

10.A Ordinance No. 80-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would annex approximately 7.6 acres of land located at 390 Sugar Mill Drive.

10.B Ordinance No. 81-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would approve a proposed Small-Scale Comprehensive Plan amendment changing the Future Land Use to Commercial and limiting the allowable residential density and Floor to Area Ratio, (FAR) on approximately 7.6 + acres of land located at 390 Sugar Mill Drive.

10.C Ordinance No. 82-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would approve a proposed rezoning application to change the current zoning from County PUD to City PUD on approximately 7.6 acres of land located at 390 Sugar Mill Drive, which is also associated with companion and concurrent applications for Annexation and a revised CPA FLU designation.

10.D Ordinance No. 84-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would amend Future Land Use designation from Commercial to Medium Density Residential in the City's Comprehensive Plan for approximately 1.01 acres located at 1300 S. Atlantic Avenue.

10.E Ordinance No. 85-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would rezone approximately 1.01 acres of commercial property from B-2, Neighborhood Business District to R-3A, Single Family and Two Family (Zero Lot Line) Residential located at 1300 S Atlantic Avenue.

10.F Ordinance No. 86-25: Conduct a Second Reading and Public Hearing of an ordinance which, if adopted, would grant a non-exclusive franchise agreement to Creative Environmental Services, Inc

10.G Ordinance No. 87-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would grant a non-exclusive franchise agreement to GFL Environmental.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 01-26: Conduct the First Reading of an Ordinance, which, if adopted, upon Second Reading and Public Hearing, would approve the South Village New Smyrna Beach Community Development District (CDD) for South Village Residential Subdivision.

11.B Ordinance No. 02-26: Conduct a First Reading of an ordinance, which, if adopted upon Second Reading and Public Hearing, would annex approximately 15.2 + acres of land located on Paige Avenue. (0880)

11.C Ordinance No. 03-26: Conduct a First Reading of an Ordinance, which, if adopted at a Second Reading and Public Hearing, would approve a requested Small-Scale Comprehensive Plan amendment changing the Future Land Use to Conservation for property located on Paige Avenue as part of an overall annexation application. (0880)

11.D Ordinance No. 04-26: Conduct a First Reading of an ordinance, which, if adopted at a Second Reading and Public Hearing, would rezone approximately 15.2 + acres of land to Conservation on property located on Paige Avenue as part of an overall annexation application. (0880)

11.E Ordinance No. 05-26: Conduct a First Reading of an ordinance, which, if adopted at a Second Reading and Public Hearing, would annex approximately 0.22 + acres of land located on Oliver Drive.

11.F Ordinance No. 06-26: Conduct a First Reading of an ordinance, which, if adopted at a Second Reading and Public Hearing, would approve a requested Small-Scale Comprehensive Plan amendment changing the Future Land Use to Medium Density Residential on property located on Oliver Drive as part of an overall annexation application.

11.G Ordinance No. 07-26: Conduct a First Reading of an ordinance, which, if adopted at a Second Reading and Public Hearing, would rezone approximately 0.22 + acres of land to R-2, Single-Family Residential on property located on Oliver Drive as part of an overall annexation application.

11.H Ordinance No. 08-26: Conduct a First Reading of an ordinance, which, if adopted, upon Second Reading and Quasi-Judicial Hearing, would rezone approximately 0.85 + acres of land to R-2, Single-Family Residential with an

"A" attached for the Airport Height Notification Zone for property located at 1701 South Dixie Freeway.

12. BOARDS AND COMMISSIONS

12.A Appointment Building Trades Examining Board: Consider the appointment of one (1) citizen as a regular member and one (1) citizen as an alternate member to serve on the Building Trades Examining Board.

12.B Board Vacancy Notice - Economic Development Advisory Board

13. MAYOR AND COMMISSIONER COMMENTS

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

16. ADJOURNMENT

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

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

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

PRESENTATION: LEISURE SERVICES FY 25 ANNUAL REPORT

January 13, 2026

Background:
Presenting annual report/update from FY 25

Fiscal Analysis:
None.

Strategic Plan Item:
No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

2024-2025 LS ANNUAL REPORT FINAL.pdf

CITY OF NEW SMYRNA BEACH

LEISURE SERVICES



ANNUAL REPORT

FISCAL YEAR 2024-2025

TABLE OF CONTENTS

03 DIRECTOR'S MESSAGE

04 MISSION, VISION, VALUES

06 DEPARTMENT GOALS

08 AT A GLANCE

10 MEET THE TEAM

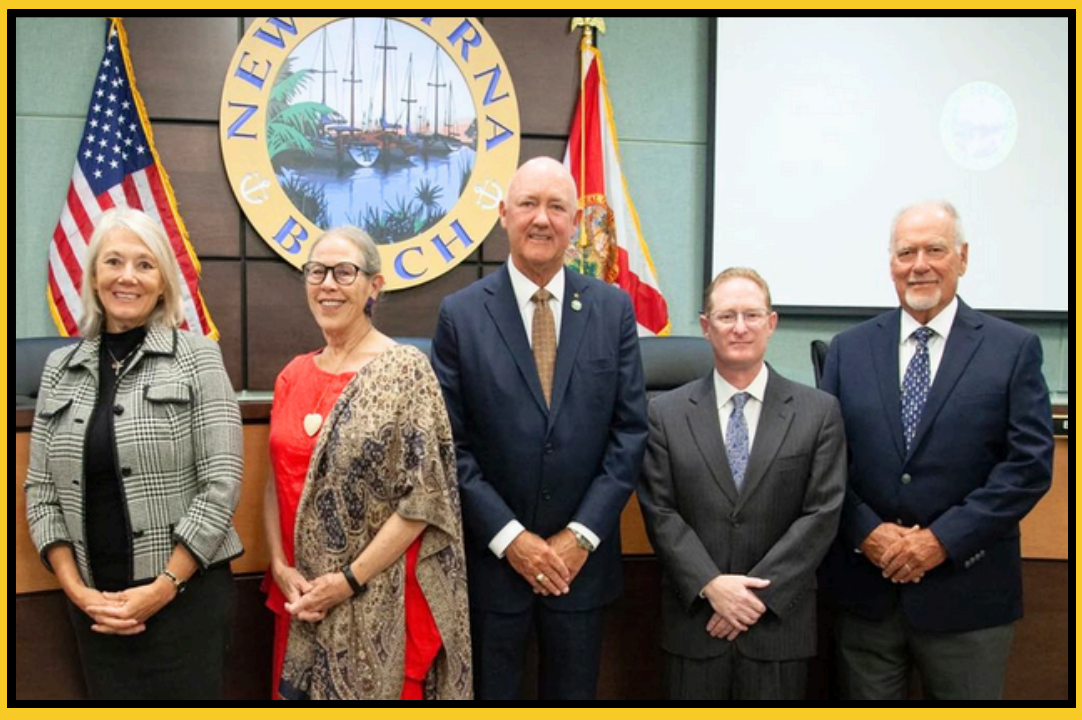
12 RESERVATIONS IN REVIEW

14 DIVISION RECAP

21 DEPARTMENT HIGHLIGHTS

23 COMMUNITY APPRECIATION

24 LOOKING AHEAD TO FY25/26



City of New Smyrna Beach Commissioners (L to R)
Valli Perrine, Lisa Martin, Mayor Fred Cleveland, Jason McGuirk, Brian Ashley

MESSAGE FROM THE DIRECTOR

New Smyrna Beach Leisure Services Department had a tremendous year of growth, achievement and service. Our team is proud to present this report for the first time to the Commissioners and the Community as a reflection of our department's accomplishments over the past fiscal year. Additionally, we are excited for the future and what we are planning to offer moving forward.

A few initiatives we would like to highlight this year include a branding/marketing campaign including a new department logo and mascot, the implementation of an adult activity pass and additional programs offered at the Babe James Community Center including, Breakfast with Santa and Family Halloween Bash.

Thank you for taking the time to learn about the exciting programs, services and facilities we have been entrusted with. It is our pleasure to serve our community. We strive to provide affordable recreation opportunities, while offering citizens a fun and safe place to play and empowering them to live healthy, happy lives!



OUR MISSION

The City of New Smyrna Beach will provide the leadership to achieve our vision in a professional and fiscally responsible manner in order to preserve our unique quality of life and enhance the value of where we live, work, play and conduct business.



OUR VISION

The Leisure Services Department will provide affordable recreation opportunities and strive to enhance the quality of life of citizens and visitors through promoting health and well-being via fun, positive, high-quality programs, services and facilities.

OUR VALUES

We want you to have a SEAT at our table!

SAFETY

Offering safe Facilities, Programs & Events

- Maintaining regular inspections and certifications (CPR, First Aid, etc.)
- Repair & Replacement of facilities and submitting timely work orders
- Completing Facility Checklists
- Proper documentation related to incidents and accidents

EMPLOYEE DEVELOPMENT

Opportunities for Staff Development & Training

- Starting with New Hire Onboarding
- Attending internal and external trainings annually, including staff department meetings
- Ongoing meetings with supervisor(s)
- Internal and External Speaking Engagements
- Getting connected & involved with community

ACCOUNTABILITY

Fiscal Management

- Budget oversight and managing expenses
- Working with the Finance Department and vendors
- Completing and reviewing program expense and revenue reports
- Assisting with departmental reports (monthly and annually)

TRANSFORMATIVE OPPORTUNITIES

Offering programs and events that are trending & innovative

- Researching and reviewing recreation programs and trends
- Actively planning and preparing program reports and materials 2 months in advance
- Compiling accurate activity guide information by deadline
- Continuing to look for marketing opportunities to showcase the department



DEPARTMENT GOALS

Listed below are the key goals the Leisure Services Department focused on in the 2024/2025 fiscal year.

- ☑ Increase program offerings at the Babe James Community Center
- ☑ Implement Adult Activities Pass for all indoor athletics
- ■ Work towards a department wide sponsorship program - Partially Achieved, still in progress
- ☑ Pilot a Park Pavilion Reservation Program at Riverside, Rocco and Pettis Parks
- ☑ Increase branding awareness and online presence through social media and activity guide
- ■ Work towards 100% cost recovery at the NSB Golf Club and Brannon Center - Partially Achieved; Golf operated in the black
- ☑ Implement online facility reservation request process
- ☑ Improve the Special Event Application process and city calendar
- ☑ Develop an internal onboarding process for all new hires in Leisure Services

CITY OF NEW SMYRNA BEACH

LEISURE SERVICES

FIRST BITE

FREE EVENT

FALL FESTIVAL

OCTOBER 25TH
4pm-8PM
NSB SPORTS COMPLEX



LEISURE SERVICES ACTIVITY GUIDE

OCTOBER 2025 – MARCH 2026

www.cityofnsb.com/leisureservices

CITY OF NEW SMYRNA BEACH

LEISURE SERVICES

AT A GLANCE



19 Youth Leagues & Camps



32 Community Special Events



24 Concert & Comedy Shows



50,769 Rounds of Golf Played @ NSB Golf Cub



36 Tournaments @ the NSB Sports Complex



35,000+ Community Center Visits

539 Vendors participated in Leisure Events



Received $32,000 in Sponsorships for Leisure Programs & Events



Over 10,000 hours of service from 200+ Volunteers

Brannon Center Reservations	Community Center Reservations	Coronado Civic Center Reservations	Live Oak Cultural Center Reservations
252	79	76	63



40,483 Total Web Visits

SOCIAL MEDIA FOLLOWERS

8,263

634

DATA: FY 24/25

LEISURE SERVICES ORGANIZATIONAL CHART



Rob Salazar
DIRECTOR

Michelle Fitzgerald
ASSISTANT DIRECTOR

Darryl Pierce
ADMIN. SPECIALIST III

David Burgoon
ATHLETICS MANAGER

Irma Terry
COMMUNITY RELATIONS & EVENTS MANAGER

Jonah Powers
BRANNON CENTER MANAGER

Jim Egan
MARINA MANAGER

Gary Wintz
GOLF MANAGER

Dylan Stewart
ATHLETIC COORDINATOR

Ted Williams
PROGRAM COORDINATOR

Danielle Larkowski
PROGRAM COORDINATOR

Kim Brown
PROGRAM COORDINATOR

Mike Kenovic
GOLF SUPERVISOR

Athletic Staff
- 4 EQUIPMENT OPERATORS
- IRRIGATION SPECIALIST
- SKATE PARK LEAD ATTENDANT
- P/T SKATE PARK ATTENDANT
- 4 (1.5) REC LEADERS

Recreation Staff
- ADMIN. ASST.
- 3 REC LEADERS
- BUILDING MAINTENANCE WORKER I
- P/T REC AIDE
- SEASONAL STAFF

Facility Staff
- 3 EVENT TECHNICIANS
- P/T ADM SPECIALIST I

City Gym Staff
- P/T ADM SPECIALIST I

Marina Staff
- OFFICE
- DOCK ATTENDANTS

Golf Staff
- OFFICE
- MAINTENANCE
- P/T STAFF

MEET THE TEAM



Robert Salazar
Director



Michelle Fitzgerald
Assistant Director



David Burgoon
Athletics Manager



Jim Egan
Marina Manager



Jonah Powers
Civic Center Manager



Irma Terry
Community Relations & Events Manager



Gary Wintz
Golf Manager



Mike Kenovic
Golf Maintenance Supervisor



Darryl Pierce
Administrative Specialist III

MEET THE TEAM



Kim Brown
Program Coordinator



Danielle Larkowski
Program Coordinator



Ted Williams
Program Coordinator



Dylan Stewart
Athletics Coordinator



Jackson Finney
Skatepark Attendant



Michael Crowner
Recreation Leader



Joyce Plaatjies
Recreation Leader



Valerie Purcell
Recreation Leader



Thomas Schlup
Recreation Leader

RESERVATIONS IN REVIEW

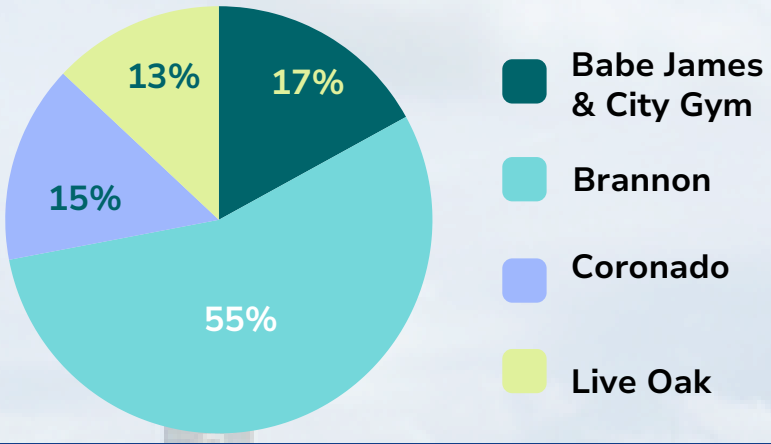
Total Rentals

470

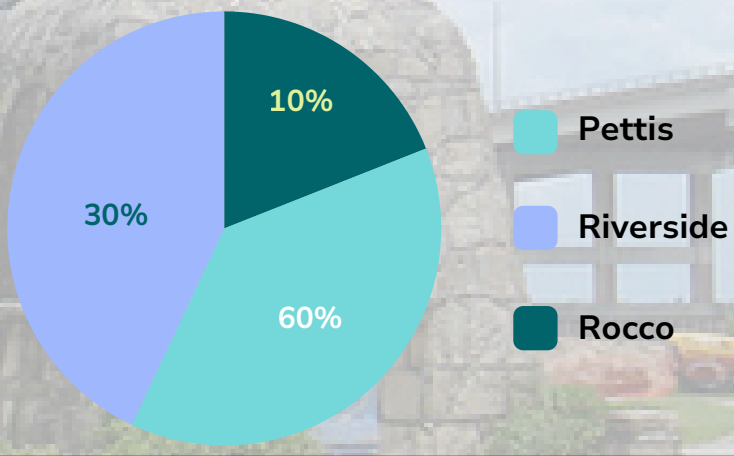
Total Revenue

$367,720

Facility Reservations



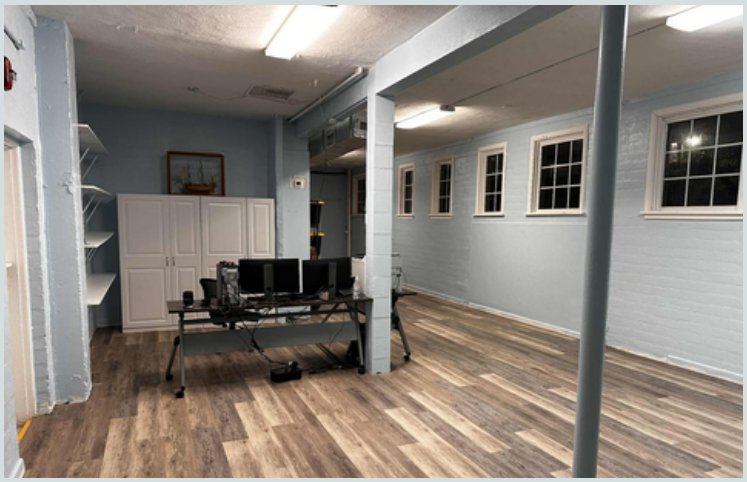
Park Pavilion Reservations



FACILITY PROJECTS



BABE JAMES COMMUNITY CENTER GYM UPDATES



CITY GYM LOBBY ADDITION



CORONADO CIVIC CENTER REMODEL



SKATEPARK EXPANSION



BRANNON CENTER DOCK REPAIR

ATHLETICS DIVISION

PROGRAM PARTICIPATION AND REVENUE

Includes reservations for tournaments, leagues and vendors

YOUTH LEAGUES

REGISTRATIONS	REVENUE
1,541	$149,606

ADULT LEAGUES

REGISTRATIONS	REVENUE
202	$2,650

TOURNAMENTS/RENTALS

# OF EVENTS	REVENUE
38	$148,904

VENDORS/SPONSORS

REVENUE
$10,875

SKATE PARK

PARK VISITS	REVENUE
4,500	$29,661

CAMPS

REGISTRATIONS	REVENUE
40	$3,895

CIVIC CENTER DIVISION

FACILITY RESERVATIONS

Includes reservations for Brannon Center, Live Oak and Coronado

BRANNON

RESERVATIONS	REVENUE
252	$288,589

LIVE OAK

RESERVATIONS	REVENUE
58	$37,804

CORONADO

RESERVATIONS	REVENUE
67	$13,626

DEPARTMENT EVENTS

EVENTS	REVENUE
14	$127,633









SPECIALTY CAMPS

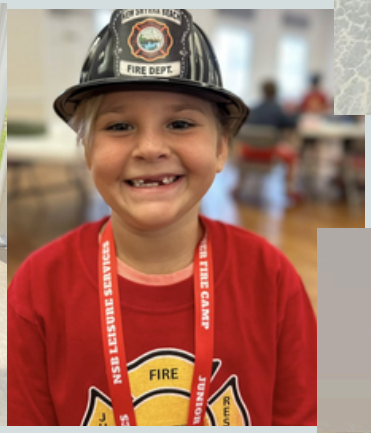


POLICE CAMP



SKATE CAMP





FIRE CAMP



AVIATION CAMP



SPORTS CAMP

NEW SMYRNA BEACH GOLF CLUB DIVISION

ROUNDS

# ROUNDS	REVENUE
50,769	$1,692,354

CARTS

# RENTALS	REVENUE
23,975	$375,772

TOURNAMENTS

8

ANNUAL MEMBERSHIPS

163

SUMMER MEMBERSHIPS

39











LEISURE DIVISION

FACILITY & PROGRAM USAGE

Includes reservations for Babe James Community Center and City Gym

BABE JAMES CENTER

RESERVATIONS	REVENUE
52	$7,072

CITY GYM

RESERVATIONS	REVENUE
30	$4,618

ADULT ACTIVITIES

Adult Activity Passes, Senior Games, Shuffleboard

ATTENDANCE	REVENUE
12,544	$31,768

COMMUNITY EVENTS

Arts Fiesta, Egg Hunts, Holiday Events, Juneteenth, Movie Series

ATTENDANCE	REVENUE
20,000+	$56,112

YOUTH ENRICHMENT

After School Program, One Day Fun Days, Summer Camps, Teen Events

REGISTRATIONS	REVENUE
2,847	$88,591

FITNESS CLASSES

Yoga, Zumba, Line Dancing, Pilates, Tai, Chi, Kung Fu

ATTENDANCE	REVENUE
350	$8,565

MARINA DIVISION

BOAT SLIPS

ANNUAL SLIPS

34

ANNUAL TENANT RENTAL & UTILITY REVENUE

$198,721

TRANSIENT SLIPS

8

TRANSIENT TENANT RENTAL & UTILITY REVENUE

$139,341

FIRE BOAT SLIPS

1

TOTAL TRANSIENT VISITS

410

During FY 25 The Marina underwent a large-scale renovation project which included replacing timber piles bracing and hardware, patching and pitting holes underwater, replacing pile guides, repairing cracking and replacing through rods on the docks. From October to December 2024, while construction for this project was ongoing, transient reservations were not available at the marina.

NEW PROGRAMS



MOVIES IN
THE PARK



LIVE STREAMING
CHRISTMAS PARADE



ADULT PROM



TABLING AT THE FARMER'S
MARKET



PICKLEBALL LESSONS



BREAKFAST
WITH SANTA

DEPARTMENT HIGHLIGHTS

1

SKATEPARK EXPANSION

This year we were able to make a significant improvement to the Skatepark by adding a new Street Plaza. The expansion was enabled in part by an Echo Grant from Volusia County and was completed in January 2025 with the ribbon cutting ceremony held on January 24th. The new Plaza adds some greatly sought after features to the park.

2

BASEBALL REGIONIAL HOST

The crack of the bat and the cheer of the crowd filled the NSB Sports complex as they hosted the 2025 All-Star Babe Ruth Baseball District and State Tournament. Over 60 teams of players aged 6-16 from across the state of Florida competed at the Sports Complex for a chance to advance to the Babe Ruth League World Series.

3

BABE JAMES COMMUNITY CENTER IMPROVEMENTS

This fiscal year, we were able to paint the facility throughout and change the configuration of a few rooms to make them more functional and accessible to our user groups while adding new furniture and technology to the spaces.

4

CITY GYM LOBBY RENOVATION

With the generous in-kind donation from the Home Depot of Port Orange, we were able to paint and add vinyl flooring to the lobby at the City Gym. Additionally, the donation included a new desk, shelves and lobby furniture.

5

GOLF COURSE DRIVING RANGE COMPLETION

The driving range received damaged during Hurricane Milton resulting in closure for repairs. It was reopened on May 16, 2025 and is in great shape. Additionally, over 100 new trees were planted throughout the course over the summer.

STAFF SPOTLIGHTS



LEISURE WELCOMES IRMA TERRY COMMUNITY RELATIONS & EVENTS MANAGER

Irma transitioned to the team in January of 2025. She brings with her over 10 years of experience working for the City of New Smyrna Beach and has been a wonderful addition to the Leisure Services team!

2025 EMPLOYEE AWARD WINNERS

The following Leisure employees were recognized for their contributions to the department and the city at this year's Employee Appreciation Celebration.







- Jonah Powers - Going the Extra Mile
- Kim Brown - Going the Extra Mile
- Joyce Plaatjies - STAR Award



CONGRATS ROB!

Director Rob Salazar became a new dad and welcomed his first child into the world on November 24th.

Congratulations to the Salazar family. Rob Jr. is gorgeous!

COMMUNITY APPRECIATION

Thanks for your support!

SPONSORS/DONORS:

- KIWANIS SE VOLUSIA
- NSB PICKLEBALL CLUB
- DEBORAH HOLT - SENIOR GAMES
- PORT ORANGE HOME DEPOT
- CASAGO
- BLACK HERITAGE MUSEUM
- WESTSIDE COMMUNITY PARTNERS
- NEW SMYRNA BEACH UTILITIES
- ADVENTHEALTH
- FAMILY HEATH SOURCE
- STATE FARM
- BERLIN & DENYS

VOLUNTEERS:

- NSB PICKLEBALL CLUB
- VOLUNTEER COACHES
- SENIOR GAMES STAFF
- AFTERSCHOOL TUTORS
- NSB HS FOOTBALL TEAM

SUPPORT IN NUMBERS:

- OVER 10,000 HOURS OF SERVICE FROM 200+VOLUNTEERS
- $32,000 RECEIVED IN SPONSORSHIPS













LOOKING AHEAD FY25/26

BRANNON CIVIC CENTER BOAT DOCK REBUILD

$1,000,000 boat dock rebuild project. Estimated Project Completion Date: December 2025

SPORTS COMPLEX AND SKATEPARK LIGHTING

CIP project for $2.4 million to include the replacement of Musco lighting to new LED lighting. Estimated Project Completion Date: Spring 2026

CORONADO RENOVATION

$300,000 renovation project to upgrade both the inside and outside of the building. Additionally this includes 10 resurfaced shuffleboard courts. Estimated Project Completion Date: November 2025

GOLF COURSE RENOVATIONS

The Golf Course will be building a new maintenance bay to house the course's heavy equipment and also installing new cart paths. Estimated Project Completion Date: Summer 2026

12 DAYS OF CHRISTMAS SPECIAL EVENT

New this year, Leisure Services will offer 12 days of fun and exciting holiday themed events including a walking Winter Wonderland, Comedy Show and Breakfast with Santa.

PAIGE PARK PICKLEBALL COURTS

The city is excited to open six new lighted pickleball court at Paige Avenue Park. The Paige Avenue dog park will be reconfigured and feature some new and updated amenities. Estimated Project Completion Date: December 2025

LOVE AT FIRST BITE

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

CITY MANAGER'S REPORT

January 13, 2026

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 1-13-26 Attachments.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Kevin Cowper, City Manager

Re: **City Manager's Report – January 13, 2026**

Date: January 7, 2026

- Followed up on citizen comments received during the December 9 City Commission meeting concerning the use of plastic confetti at the recent Christmas Parade. Confetti has been prohibited from use by parade participants going forward.

- Followed up on citizen comments received during the December 9 City Commission meeting regarding drainage concerns at the Dolphin Cove Community. See attached memorandum for additional information.

- Announced Tony Miller as the City's first Natural Resources Manager. Tony began his employment on December 15 and has hit the ground running. Tony has extensive experience in environmental management and was part of the consulting team that worked on our Turnbull Bay project to identify and prioritize properties within the Turnbull Creek basin for conservation and/or purchase. Welcome Tony!

- Participated in the SEV Student Government Day program on December 15 which provides an opportunity for students to learn about careers in government.

- Toured the Mary S. Harrell Black Heritage Museum on December 15 and learned about the deep history of our Historic Westside Neighborhood.

- Met with the Executive Director of the SEV Chamber of Commerce on December 16 to receive monthly update on Chamber activities.

- Attended and assisted in hosting the Annual Senior Holiday Luncheon on December 17.

- Participated in the December 18 Public Forum to discuss the proposed zoning text amendment pertaining to setbacks for churches and other institutional/government buildings in residential districts. The proposed text amendment was presented in response to a previous application received from Beachside Baptist Church which was continued to March 6, 2026 by the City Commission. Extensive input was received during the December 18 Public Forum and, as a result, work to further refine the proposal is continuing to address concerns that were raised. The Planning & Zoning Commission hearing planned for January 5 was continued to March 2. An additional Public Forum will be scheduled prior to the March 2 Planning & Zoning Commission Meeting. More to follow as additional information comes available.

- On December 30, I met with city staff to discuss and develop objectives for the proposed study that will help us chart the future of our municipal golf course.

- Attended a Christmas Parade recap and debrief meeting on January 7 with multiple departments to review parade protocols and discuss future improvements including public safety, business opportunity, and joyful times for all participants. The parade was a big success despite the threat of bad weather. To enhance public safety during the Christmas Parade, City crews placed some 1300 crowd control barriers on both sides of Canal Street, Riverside Drive and Flagler Avenue to restrict parade attendees from crowding into the street in front of floats and will keep everyone safe. The barriers were purchased as part of a larger public safety effort to ensure appropriate safeguards are in place to protect the public during the many large outdoor events hosted annually in NSB.

- Will attend the Habitat for Humanity Vision Unveiling event on January 8 to introduce a proposed residential development known as the Cottages on Sheldon.

- We're excited to welcome you to the Coronado Civic Center Grand Reopening on January 14 from 10:00 to 11:00 am. See attached flyer.

- Coordinated with Congressman Mills' staff to schedule a Town Hall Meeting in New Smyrna Beach. Details will be published as they become available.

- Celebrate Martin Luther King Day in New Smyrna Beach by taking part in two days of activities planned in our Historic Westside neighborhood. Enjoy refreshments during a screening of "The Six Triple Eight," a film about the U.S. Army's only predominantly Black, all-female battalion serving overseas during World War II, in the Alonzo "Babe" James Community Center at 201 N. Myrtle Ave. at 5 p.m. Sunday, Jan. 18. The next day, have breakfast across the street at Pleasant Grove Missionary Baptist Church from 7-8:45 a.m. before a community march starts at 9 a.m. from the Mary S. Harrell Black Heritage Museum at 314 N. Duss St. It will proceed south to S.R. 44, east over the Martin Luther King Jr. Bridge, north on Live Oak Street, and west on Canal Street before concluding with inspiring music, youth performances, and remarks by Dr. Camesha Whittaker and Rev. Bob Brown.

- Please find attached the Capital Project Monthly Report.

- Please find attached the Stormwater Monthly Report.

- Please find attached the Parking Monthly Report.

- Please find attached the 4th Quarter 2025 Advisory Boards Report.

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

City of New Smyrna Beach

To: Kevin Cowper, City Manager

From: Kyle Fegley, City Engineer

Date: January 8, 2026

Re: Riverwalk Condominiums & Dolphin Cove Stormwater Management System

Riverwalk Condominium Project:

The stormwater design for the Riverwalk project met both the City and St. Johns River Water Management District's criteria for water quality as well as quantity as the site does not discharge additional runoff (both flow & volume) after being developed.

What is key to making sure this occurs is oversight of the drainage infrastructure particularly the section adjacent to Dolphin Cove when constructing the closest structure being Building No. 8.

Throughout the development and construction process for Building #8 City inspectors were cognizant of the need to contain runoff from the proposed improvements and worked with the Developer to achieve this objective.

In fact, during the final grading process City inspection revealed several low areas along the berm that was elevated (between Dolphin Cove fence and Bldg. #8) to distinctly direct runoff toward the retention pond (RA-3) and not toward Dolphin Cove. This effectively created a swale that conveys runoff into RA-3 that in turn has an outfall structure discharging into the Indian River with no impacts to Dolphin Cove. It should be noted the area and grade along the shared property line was not changed as there are established trees and a conservation

210 Sams Avenue, New Smyrna Beach, FL 32168
Phone: (386) 410-2811 Fax: (386) 410-2804
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easement along this corridor, thus the area replicates pre-development conditions.

Based on revisions performed by the Contractor and numerous site visits staff agrees the improvements were conducted per the approved permitted plans.

Dolphin Cove:

Staff reviewed aerial imagery, photographs and other documentation to validate the established conveyance route for runoff in the basin area that did in fact discharge to the Indian River before Dolphin Cove and Venetian Villas were constructed through these vacant parcels which captured runoff from the Quay Assisi roadway.

As part of the construction process associated with Dolphin Cove infrastructure the overland conveyance system that discharged runoff from the roadway was routed into inlet structures and a wet detention pond that has a designed outfall structure and is located on private property being maintained by the Dolphin Cove HOA.

It is common practice that runoff from public streets, sidewalks, etc. located within rights-of-way is captured and conveyed to privately maintained stormwater management systems such is the case for Sarinna Lakes subdivision, Coastal Woods, Isles of Sugar Mill, Promenade Parke, Venetian Bay and Ardisia. The HOA's are solely responsible to inspect the stormwater management system bi-annually and maintain the infrastructure to its original operating condition, with such costs being the responsibility of the HOA.

The Dolphin Cove HOA recently invested a substantial amount of money into replacing the bulkhead and retaining wall surrounding the pond perimeter which should be treated as their responsibility to do so, therefore no obligation of contributing funds are require of the City.

NSB Monthly CIP Report

Created By	Jesse Kobe
Date of Report	1/5/2026

Projects Completed & Key Accomplishments

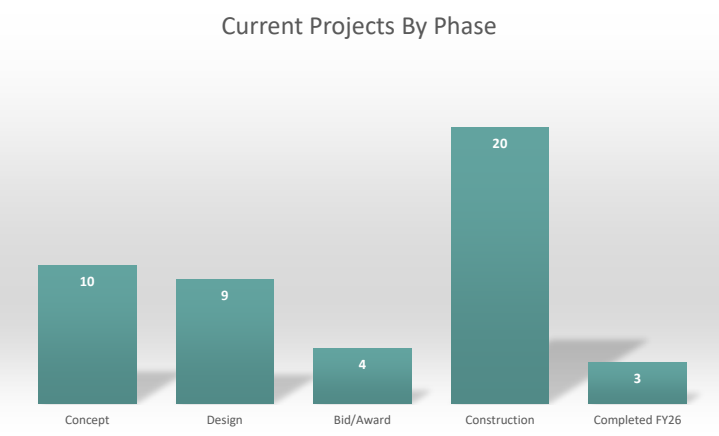
Project Manager/Task Owne	Project	Status
Olivia Thomas	Pettis Park Shade Structure Complete	12/16/2025
Jesse Kobe	Brannon Center Dock Replacement Complete	1/5/2026
Arvin Weese	Taxiway B and Runway 7/25 Pavement Removal Complete	

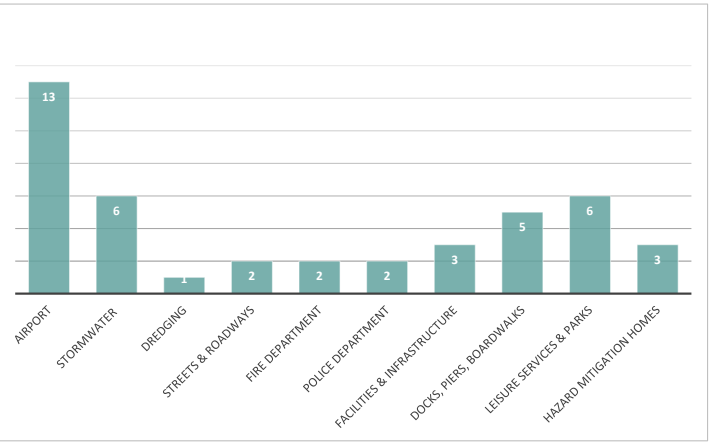
Upcoming

Key Events, Major Milestones, & Goals
☐ Dredging at Pine Shores ongoing
☐ Pettis Park Pavillion construction starts 1/6/26
☐ Barracuda BLVD 95% Complete
☐ North Atlantic Drainage 80% Complete
☐ Paige Pickleball courts 90% Complete
☐ 27th Avenue Boardwalk Repair under construction
☐ North Causeway Docks have been demolished
☐ Brannon Center Sidewalk Repair 80% Complete

Projects To Be Advertised For Bid

Project	Phase	Project Manager	Status
Washington Street	Construction	Kyle Fegley	Draft
Corbin Park Stormwater	Construction	Vousia County	Evaluation
Police Boathouse	Construction	Jesse Kobe	Draft
`			





Stormwater CIP Updates on 12/23/25 with Transform386 Grants

- **<u>Citywide Stormwater Master Plan – Phase I</u>**
- - Phase I (99% Complete) – Major Tasks include data collection and cataloging, stormwater model development in GWIS, 1st public outreach meeting, and water quality assessment
- - Consultant (Halff) addressing draft final report city engineering comments
- - Final Report (Phase I) to be submitted in early January 2026
- - Drainage Basin Area within city limits = 41 square miles
- - Total watershed area including contributing off-site areas (outside city limits) = 130 square-miles
- - Phase I consultant fee = $406,255 (City funded)

- **<u>Citywide Stormwater Master Plan – Phase II</u>**
- - Received Volusia County Transform386 CDBG-DR grant = $800,000
- - County finalizing contract and fee proposal with Consultant (Halff) with Notice to Proceed (NTP) in mid-January 2026
- - Phase II completion schedule = 400 days (calendar)
- - Volusia County to manage project and City of NSB to provide technical review and QA/QC assistance
- - Phase II – Major Tasks include stormwater modeling of existing and proposed conditions, Level-of-service (LOS) analysis and alternatives ranking with cost estimates, update FEMA flood plain mapping, conceptual design plans for alternatives, public outreach and City/County Commissioners meetings, and Final Stormwater Master Plan Report

Stormwater CIP Updates on 12/23/25 with Transform386 Grants

- **Corbin Park Stormwater Improvements**
- - 100% Plans and specifications complete
- - SJRWMD permit received
- - Received Transform386 CDBG-DR grant from County = $6,000,000
- - Joint Project Agreement (JPA) executed with Volusia County
- - Construction to be managed by Volusia County through JPA
- - County ITB construction bid opening in December 2025
- - Engineer's Cost Estimate = $8,451,220

- **Historic Westside Stormwater Improvements**
- - 100% Plans and specifications complete
- - NSBU finalizing the utilities improvements to be constructed currently with the drainage improvements
- - SJRWMD and FDOT Permits received
- - Received State Appropriation Funding in August 2025 = $1,000,000
- - City will submit for next cycle Transform386 CDBG-DR grant in May 2026. The requested amount is for $4,000,000
- - Engineer's Cost Estimate = $5,155,610

Parking Study Task List

Action Item	Update
Right-Price Parking with Meter Technology	Received the latest quote for the Parking Guidance System to be implemented in the main parking areas of the city. I will be meeting with key stakeholders on January 9 to make a final decision. On the enforcement side, we are planning changes to the parking kiosks for visitors. The trial run of removing credit card transactions from the kiosks has been successful. Utilization of mobile pay and QR code options has increased substantially without any challenges. This is the first step toward removing kiosks altogether and transitioning to full mobile payment. I have met with three different vendors offering mobile payment solutions and plan to select two to move forward with when kiosks are completely removed in the next couple of months.
Pursue Shared Parking Agreements	Have met with the Coronado Church to discuss options in the Flagler area. Also have looked at vacant lots to see if it would make sense for the city to purchase. Also met with a resident about a possible shared agreement on Atlantic and 6th Ave
Launch Remote Parking for Residents to special events	The Parking and Mobility Department has been added to the City's Special Event Committee. This will ensure that parking and transportation needs are addressed before an event is approved. We will be partnering with the Images Art Festival to assist with parking for the event. A map is being created to show parking locations throughout the Canal Street area. This map will include both city-owned public parking and private parking secured by the ACA.
Develop Multimodal Master Plan	Three new bike racks have arrived and are awaiting installation at the Coronado Church lot, Shuffleboard area, and Flagler Boardwalk. Also looking at the addition of more bike racks at fishing locations along Penisula Ave. Early planning and investigation of enhanced crosswalks on both Flagler and Canal is underway

Work with Volusia County Coastal Division to ensure off-beach and on-beach parking technology are optimally paired for the city	We have met with Park Volusia several times to discuss integrating and combining our parking systems. We also met with our shared vendor, Duncan Solutions, and identified potential opportunities to partially merge the permit systems to support our goals. Next steps include reviewing these options with the City Manager and City Attorney, as well as evaluating the existing interlocal agreement between the City and County. A joint meeting with County and City representatives was held on December 3 to discuss a path forward that meets the needs of all groups. A plan has been devised and details are currently being ironed out. Hope to go live around Spring Break
Develop webpage on City website with parking instructions & information including links to external resources	Links to County Parking registration is accessible. City Parking FAQS are up to date and accurate. Parking Permit renewels are in full swing. Reminder that 2025 city permits are now expired. Eligble residents must re-apply with proper documentation for a 2026 permit either online or in person at the Police Department
Understand special event parking demands and develop instructions for parking including maps and remote parking opportunities that will be hosted on the city website	Working with Leasure Services and ACA on the Images Art Festival. Assisted with communicating road closures via Waze and Google Maps for the upcoming Sharkbite 5k and Half Marathon
Work with local establishments to include parking instructions to access their respective establishments on their websites	Met with the Canal St. Business Association on 12/1 to share updates on current projects and outline improvements expected in the coming months. Additionally, gathered feedback from business owners on areas where they feel improvements are needed. A meeting with the Flagler Ave group is planned in the near future.
Trial various markings and signage and measure utilization for optimal combination that results in higher occupancy	New loading zone signs have been installed on Flagler Avenue to help reduce confusion and increase utilization of spaces after designated loading times. Updated signage for the paid parking lots has also been installed and has already reduced the number of tickets issued due to confusion over lot ownership. Improvements to the Coronado Lot have been successful, significantly reducing calls regarding vehicles being blocked in. Additionally, new parking lot rules signs have been created and will be installed in several of the unpaid lots in the near future. This will help us enforce city ordinances that currently cannot be enforced due to the lack of posted rules in those lots.

Paint X-Markings in front of 2 driveways along western side of street on N. Peninsula at Florida and Esther to deter vehicles from blocking ingress and egress	Public Works is scheduled to complete this work after the holidays.
Participate in the Waze for Cities Program and Work with Parkopedia (Apple Maps) to ensure accurate parking data.	Parkopedia Data continues to be accessible to general public. Various city events with road closures have been inputted into Waze for real time traffic data. All events that require road closures have been inputted into Waze for the month of January
Work with FDOT to install messaging boards along SR44 as part of future widening project	As part of our Parking Guidance System project we have the ability to have our own signs that we can control. We have indentifed 4 locations for signage that will show both real-time parking inventory and ability to add our own messaging.
Work with FDOT and City Parking Enforcement on coordinated messaging electronic signage.	If the new PGS system is installed we would leverage our own signs and not need to rely on the FDOT signs.
Work with City of New Smryna Beach Maintenance to ensure trash pickup on peak holidays and events will not block streets along Flagler Ave.	Will bring this up for discussion as part of bidding process for waste management contracts.
Identify anticipated date New Smyrna Utilities off Canal will vacate building and plan for new tenant and potential excess parking supply	Staying abreast of developments along with Economic Development Director
Identify anticipated date Advent Health near south Causeway will vacate building and plan for new tenant and potential excess parking supply	Staying abreast of developments along with Economic Development Director

Organize parking at North Beach Park on Sapphire Road right of way and include in the paid parking program; organize parking on 2nd Ave for safety improvements; organize parking on Peninsula Drive south of Flagler Ave on the east side	Work on the new parking area on Sapphire is currently in progress. A new 10-foot-wide sidewalk has been installed; however, we are waiting for the County to complete their dredging work before the site can be prepared for parking. Our goal is to have this area ready by Spring Break.
Install new signs per cited St. Augustine practice to direct people to Parking Payment Kiosks	Signs have been installed at all three kiosks in the Flagler Ave Boardwalk Lot.

CITY OF NEW SMYRNA BEACH
LEISURE SERVICES
LOVE AT FIRST BITE

CORONADO CIVIC CENTER

Grand Reopening

Your gathering space, refreshed.

Casual Tours | Light Refreshments

Wednesday, January 14, 2026
10:00am-11:00am

223 Flagler Avenue | NSB 32169
Next to Shuffleboard Courts

Airport Advisory Board

Name	Term	Appointment Dates
James E. Dempsey, chair	2nd	Sept. 10, 2023 to Sept. 9, 2026
Rulon Starley, vice chair	2nd	Sept. 10, 2024 to Sept. 9, 2027
Timothy Caudill, direct experience	1st	Feb. 13, 2024 to Sept. 9, 2026
Celeste Deloache Lester, regular	3rd	Sept. 10, 2024 to Sept. 9, 2027
David Maib, regular	1st	Sept. 10, 2023 to Sept. 9, 2026

Description: The purpose of the Airport Advisory Board is to advise the City Commission and City Manager on policy matters relating to the development, use and operation of the airport facility.

Enacting Resolution: Resolution No. 32-77

Term Length: 3 years

Term Limit: 2 terms

Qualifications: (3) Must possess experience directly related or involving aviation (3) Must be active in the business community (1) Must possess proven experience in some area of business management (*) Must be a New Smyrna Beach resident.

Staff Liaison: Airport Director Arvin Weese

Q4 Meeting: 5 p.m. Monday, Oct. 27, 2025

Next Meeting: 5:30 p.m. Monday, Jan. 26, 2026

Airport Advisory Board Regular
Monday, October 27, 2025 at 5:00 PM

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

1. CALL TO ORDER

A. Roll Call

2. PRESENTATION

3. PUBLIC INPUT (THREE MINUTE LIMIT)

4. CONSENT AGENDA

4.A Consider the approval of the Airport Advisory Board regular meeting minutes from April 28th, 2025.

4.B Consider the approval of the Airport Advisory Board regular meeting minutes from July 28th, 2025.

5. AIRPORT NOISE

5.A AIRPORT NOISE DISCUSSION AND REVIEW

6. SAFETY EVENTS

6.A SAFETY DISCUSSION AND REVIEW

7. NEW BUSINESS

7.A Approval of proposed dates for the Airport Advisory Board Meetings during the 2026 calendar year.

8. OLD BUSINESS

9. AIRPORT MANAGER COMMENTS

9.A AIRPORT MANAGER UPDATE

10. AAB MEMBERS COMMENTS

11. NEXT MEETING DATE

12. 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.

Animal Control Board

Name	Term	Appointment Dates
5 vacant seats		

Description: The Animal Control Board recommends to the City Commission rules and regulations pertaining to operation of animal control facilities, standards, and procedures for enforcement and regulation.

Enacting Resolution: Ordinance No. 26-00

Term Length: 2 years

Term Limit: 2 terms

Qualifications: (1) licensed veterinarian, (1) SEVHS Representative, (2) animal owners, (1) non-animal owner. Must be a New Smyrna Beach resident.

Staff Liaison: Animal Control Officer Dylan Wulf

Last Meeting: 1 p.m. Tuesday, Nov. 8, 2022 *(dangerous dogs)*

Next Meeting: None scheduled

Building Trades Examining Board

Name	Term	Appointment Dates
Paul Heer, vice chair	6th	Jan. 2, 2023 to Jan. 2, 2026
Joseph Blanchett, contractor	5th	Jan. 2, 2025 to Jan. 2, 2028
Francis T. Dalton, member of industry	2nd	Jan. 2, 2024 to Jan. 1, 2027
Mary Fikert, alternate, at-large	1st	Oct. 14, 2025 to Oct. 13, 2028
Randolph McKown, regular	1st	Oct. 14, 2025 to Oct. 13, 2028
Nick Schulz, regular	1st	Oct. 14, 2025 to Oct. 13, 2028
Heidi Hales-Walker, member of public	2nd	Jan. 2, 2024 to Jan. 1, 2027
Robert John Werner, contractor	2nd	Jan. 2, 2025 to Jan. 2, 2028

Description: The building trades examining board shall have and perform the following duties, powers and responsibilities:

1) To determine that an applicant for a or a certificate of registration has the requisite qualifications for the field for which he is applying, and to revoke or rescind a certificate of registration where that person is found to be incompetent or lacking in the requisite qualifications; however, the chief building official shall have the authority to issue a certificate of registration unless the applicant should be reviewed by the board.
2) To satisfy itself as to the character and integrity of each applicant for a certificate of registration and to require such pertinent information as it may deem necessary.
3) To recommend amendments to the various codes and regulatory standards that have been adopted by the city commission that bear upon the construction industry and building trades in general.

Enacting Resolution: Ordinance No. 10-74 Code of Ordinances Sec. 26-326, compliant with Florida state statute 10-135

Term Length: 3 years

Term Limit: 2 terms

Qualifications: Composed of seven regular members, who shall be individuals with knowledge and experience in the technical codes, such as design professionals, contractors or building industry representatives. In addition to the seven regular members, there shall be two alternate members, one member at large from the building industry and one member at large from the public.

Staff Liaison: Administrative Specialist II Evan Lorenzen

Q4 Meeting: 5:30 p.m. Thursday, Oct. 23, 2025

Next Meeting: 5:30 p.m. Thursday, Jan. 22, 2026

Building Trades Examining Board
Thursday, October 23, 2025 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. DISCLOSURE OF EX PARTE COMMUNICATIONS

3. APPROVAL OF MINUTES

3.A Approval of minutes from January 25, 2024 hearing

4. SWEARING OF CITY STAFF

5. OLD BUSINESS

6. NEW BUSINESS

6.A BLD-000021-2025, 437 Sheldon Street, Owner: Adel Montague, Officer Barbara Bobelak

6.B BLD-000022-2025 1408 Southard Street, Owner: Judy Lynn Conrad Rev Trust, Officer: Barbara Bobelak

7. REQUEST TO APPEAR

8. COMMENTS FROM BOARD OR STAFF

9. ADJOURNMENT

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Code Compliance Board

Name	Term	Appointment Dates
Dan Copfer, chair	3rd	March 4, 2023 to March 4, 2026
Clifford Wharin, vice chair, REALTOR	3rd	March 4, 2023 to March 4, 2026
Kathleen A. Brown, businesswoman	3rd	March 4, 2025 to March 3, 2028
Aaron Denys	1st	May 15, 2024 to March 3, 2027
Ruth Kazimierek, citizen	2nd	March 4, 2024 to March 3, 2027
Keith McWilliams, general contractor	1st	April 22, 2025 to March 3, 2028
Albert Schimanski, subcontractor	2nd	March 4, 2023 to March 4, 2026

Description: To subpoena alleged code violators, evidence and witnesses to its hearings; take testimony under oath; issue orders to bring a violation into compliance; authorize recording of liens; foreclosures; as well as abate and charge the costs to the violator.

Enacting Resolution: Ordinance No. 64-80; updated No. 10-13

Term Length: 3 years

Term Limit: N/A

Qualifications: Appointments shall be made on the basis of experience or interest in the fields of zoning, building control and other codes enumerated herein. Members shall consist of, whenever possible, an architect, businessman, engineer, general contractor, a sub-contractor and a REALTOR. Must be a New Smyrna Beach resident.

Staff Liaison: Administrative Specialist II Evan Lorenzen

Q4 Meeting: 4:30 p.m. Thursday, Nov. 20

Next Meeting: 4:30 p.m. Thursday, Jan. 15, 2026

Code Compliance Board
Thursday, November 20, 2025 at 4:30 PM

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

1. CALL TO ORDER

2. DISCLOSURE OF EX PARTE COMMUNICATIONS

3. APPROVAL OF MINUTES

3.A Code Compliance Board Minutes September 18, 2025

4. SWEARING OF CITY STAFF, RESPONDENTS AND WITNESSES

5. OLD BUSINESS

A. Staff Report

5.A CCB-0250-2025 - 614 AEOLIAN DR. OWNER; BG REAL ESTATE FL LLC; OFFICER: BARBARA BOBELAK

5.B CCB-0355-2025 - 2617 Nordman Ave.; Owner: Jamie Lee Omalley; Officer: Amber Bage

6. NEW BUSINESS

A. Staff Report

6.A CCB-0559-2025 - 613 Downing St; Owner: Wayne Gonzalez TR, Sunshine Suites Land Trust 8-12-25; Officer: Herman Trautwein

6.B CCB-0488-2025 - 205 Quay Assisi Owner: Randall Todd SR & Suzette S Jones; Officer: Beverly Abrahamson

6.C CCB-0469-2025 - 809 Maralyn Ave Owner: James A. & Elise S. Battillo, Battillo Family Rev Trust; Officer: Beverly Abrahamson

6.D CCB-0494-2025 - 835 E 24th Ave.; Owner Atlantic Sand Dollar BCH Club; Officer: John Parks

7. REPEAT BUSINESS

8. DISCUSSION

9. STAFF REPORTS

10. ADJOURNMENT

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Community Development Block Grant Advisory Board

Name	Term	Appointment Dates
Mildred B. White, chair	7th	March 27, 2024 to March 30, 2027
Christy M. Bell	4th	March 27, 2024 to March 30, 2027
Sylvia Devaux	5th	March 27, 2024 to March 30, 2027
Donald Simpson	3rd	March 27, 2024 to March 30, 2027
Judith Simpson, non-voting	3rd	March 27, 2024 to March 30, 2027
Patrice Smith	2nd	March 27, 2024 to March 30, 2027
Sabrina Smith	7th	March 27, 2024 to March 30, 2027
Timothy Washington	3rd	March 27, 2024 to March 30, 2027

Description: Governing applications for CDBG Program Funding; establishing procedures for its operations; serve in an advisory capacity on issues brought forth by the City Commission for its deliberation.

Enacting Resolution: Resolution No. 27-10, updated No. 16-9 and No. 09-21

Term Length: 3 years

Term Limit: N/A

Qualifications: Voting Members - residents who reside in an area defined by Volusia County Community Assistance as eligible to be served by the CDBG.

Staff Liaison: Pending hire of new CIP & Grants Coordinator

Q4 Meeting: 6 p.m. Thursday, Oct. 16, 2025, in “Babe” James Community Center

Next Meeting: 6 p.m. Thursday, Jan. 15, 2026, in “Babe” James Community Center

Community Development Block Grant Advisory Board
Thursday, October 16, 2025 at 6:00 PM

Alonzo Babe James Community Center, 201 N. Myrtle Avenue, New Smyrna Beach FL 32168

1. CALL TO ORDER

A. Roll Call

2. PUBLIC PARTICIPATION

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

3. APPROVAL OF MINUTES

4. OLD BUSINESS

5. NEW BUSINESS

5.A CDBG Board Meeting Updates - October 2025

6. 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.

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Economic Development Advisory Board

Name	Term	Appointment Dates
5 vacant seats		

Description: Make recommendations to the City Commission and City Manager regarding the implementation and funding of the City's Economic Development Plan, as well as foster economic development within the City.

Enacting Resolution: Resolution No. 18-10, updated No. 24-25

Term Length: 3 years

Term Limit: N/A

Qualifications: Members shall be a resident of the City of New Smyrna Beach, work within the City, represent a targeted initiative or goal that is identified in the City of New Smyrna Beach Comprehensive Economic Development Strategic Plan or own or represent property or business interests within the City of New Smyrna Beach. Up to two (2) positions on the Board may be filled by members not meeting the aforementioned criteria, provided such appointment is justified based on the individuals qualifications, determined by three (3) affirmative votes of the Board.

Staff Liaison: Economic Development & CRA Director Samantha Bergeron

Next Meeting: None scheduled

Fire Pension Board

Name	Term	Appointment Dates
Michael Lynn, chair, plan member	5th	Oct. 1, 2024 to Nov. 1, 2027
Brandon Carroll, plan member	1st	Oct. 10, 2023 to Nov. 1, 2027
Randy Hartman, non-plan member	1st	Nov. 1, 2025 to Nov. 1, 2028
Jolene Joyce, non-plan member	2nd	Nov. 12, 2024 to Nov. 1, 2028
Matt Marteeny, elected by majority	2nd	Oct. 29, 2024 to Nov. 1, 2028

Description: Responsible for administering the firefighters' pension trust fund.

Enacting Resolution: Florida State Statute 185.05

Term Length: 3 years

Term Limit: N/A

Qualifications: (2) Must be active Firefighters - elected by members of the plan (2) Legal residents of the city who are not City of New Smyrna Beach Police or Fire Pension Plan Participants (1) Must be chosen by a majority of the first four members

Staff Liaison: Foster & Foster Plan Administrator Troy Jenne

Q4 Meeting: 4 p.m. Thursday, Oct. 30, 2025

Next Meeting: None scheduled

CITY OF NEW SMYRNA BEACH FIREFIGHTERS' RETIREMENT PLAN
PENSION BOARD OF TRUSTEES QUARTERLY MEETING
COMMISSION CHAMBERS ANNEX
214 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168

AGENDA

Thursday, October 30, 2025 – 4:00PM

Pursuant to Chapter 286, F.S., if an individual decides to appeal any decision made with respect to any matter considered at a meeting or hearing, that individual will need a record of the proceedings and 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 City Clerk at (386) 410-2630 prior to the meeting.

I. CALL TO ORDER/ROLL CALL/DETERMINATION OF A QUORUM

II. PUBLIC COMMENT

III. APPROVAL OF MINUTES

1. July 10, 2025, quarterly meeting

IV. NEW BUSINESS

1. Trustee update
    a. Brian Fricke, Council appointed, expires 11/1/2025

V. REPORTS

1. Graystone Consulting, Scott Owens, Investment Consultant
    a. Quarterly Summary Flash Report as of September 30, 2025
2. Sugarman, Susskind, Braswell & Herrera, Pedro Herrera, Board Attorney (via Teams)

VI. OLD BUSINESS

VII. CONSENT AGENDA

1. Warrants for ratification
    a. Warrant #37
2. New invoices for payment approval
    a. None
3. Fund activity report for the period July 4, 2025, through October 2, 2025

VIII. STAFF REPORTS, DISCUSSION, & ACTION

1. Foster & Foster, Troy Jenne, Plan Administrator
    a. Update on State monies
    b. FPPTA 2026 membership renewal
    c. Educational opportunities
        1. FPPTA Winter Trustee School, Feb. 1-4, Rosen Hotel, Orlando

IX. TRUSTEE REPORTS, DISCUSSION, & ACTION

X. NEXT MEETING: Thursday, January 15, 2026 – 4:00PM

XI. ADJOURNMENT

Historic Preservation Commission

Name	Term	Appointment Dates
Stephanie Thomas-Rees, chair, archit.	2nd	May 15, 2024 to May 14, 2027
Walter Bone, vice chair, archit. profess.	1st	April 23, 2024 to May 14, 2027
Dianne Bean, spec. int. hist. & archit.	Partial	Nov. 12, 2024 to May 14, 2027
Terry Bledsoe, spec. int. hist. & archit.	2nd	Dec. 12, 2023 to May 14, 2026
Angeline Beretta-Herman, spec. int.	3rd	May 15, 2024 to May 14, 2027
Jana Caswell, spec. int. hist. & archit.	Partial	Dec. 12, 2023 to May 14, 2026
Katie L. Kaufman, archit. professional	2nd	May 15, 2025 to May 15, 2028

Description: Recommends designation of historic districts, landmarks and sites; advises on historic preservation; coordinates the City's preservation work with federal, state and county governments and other city departments; etc.

Enacting Resolution: Ordinance No. 13-86

Term Length: 3 years

Term Limit: N/A

Qualifications: When possible, members shall be professionals in the fields of architecture, history, architectural history, archeology or other history-related fields such as urban planning, American studies, American civilization, cultural geography or culture geography/anthropology. Laypersons with special interest, experience or knowledge in any of those fields must make up the balance. City Commission requests nominations from the Southeast Volusia Historical Society. Must be a New Smyrna Beach resident.

Staff Liaison: Development Services Coordinator Stephanie Ferrara

Q4 Meeting: 5:30 p.m. Wednesday, Dec. 10, 2025

Next Meeting: 5:30 p.m. Feb. 11, 2026

Historic Preservation Commission
Wednesday, December 10, 2025 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the Approval of the Historic Preservation Commission September 17, 2025 Regular Meeting Minutes.

3. PUBLIC PARTICIPATION

4. NEW BUSINESS/DISCUSSION ITEMS

4.A Proposed Contributing Structure Preservation CRA Grant.

4.B 2025 Donnadine Miller Preservation Award Selection
Awards are given annually to one residential (single-family) and one non-residential property that promotes pride in the City's past and increases awareness and appreciation for buildings that contribute to the history and character of New Smyrna Beach. Buildings 50 years and older or sites associated with a historic event are eligible.

4.C Approval of the Historic New Smyrna Beach Preservation Commission 2026

regular meeting schedule.

4.D Selection of the 2026 Chairperson and Vice Chairperson

5. COMMITTEE COMMENTS

6. STAFF COMMENTS

6.A 2024-2025 Certified Local Government (CLG) Report.

7. 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.

Housing Authority

Name	Term	Appointment Dates
Judy Reiker, chair	3rd	Sept. 1, 2025 to Aug. 31, 2029
Regis Anne Sloan, vice chair	4th	Sept. 1, 2022 to Aug. 31, 2026
Wilda Bennett	1st	Aug. 13, 2024 to Aug. 31, 2026
Michele Davis	2nd	Sept. 1, 2025 to Aug. 31, 2029
Nelson B. McDonald	1st	May 27, 2025 to May 28, 2029

Description: Prepares, carries out, acquires, leases, and operates housing projects to ensure safe and sanitary living accommodations for persons of low income.

Enacting Resolution: Florida State Statute 421.04

Term Length: 4 years

Term Limit: N/A

Qualifications: Members shall be residents of the City (1) Must be a recipient (in good standing) of a rent subsidy administered by the Housing Authority

Staff Liaison: Executive Director Teresa Pope

Q4 Meetings

- 5:30 p.m. Monday, Oct. 13, 2025
- 5:30 p.m. Monday, Nov. 10, 2025
- 5:30 p.m. Monday, Dec. 8, 2025

Next Meeting: 5:50 p.m. Jan. 12, 2026

Housing Authority
Monday, October 13, 2025 at 5:30 PM

City Commission Chambers, 214 Sams Ave, New Smyrna Beach FL 32168

1. CALL TO ORDER

1.A Agenda

2. ROLL CALL

3. INVOCATION/PLEDGE OF ALLEGIENCE

4. PUBLIC HEARING

4.A Public Hearings

5. APPROVAL OF MINUTES

5.A Consider the adoption of the minutes from the Housing Authority meeting held on Monday, September 8, 2025.

6. PUBLIC PARTICIPATION

Citizens: General Rules-

1. First, state your name, address, and the organization you represent
2. Make **ONLY** a brief statement of the facts within your knowledge as it pertains to policies of the agency.
3. Organize your presentation within a brief time limit, and upon completion refrain from additional comments, unless requested by the Board.
4. Avoid repetition/gossip. You must present facts.

7. TENANT ACCOUNT CHARGE OFFS

7.A Consider the approval of the tenant accounts to write off.

8. CONDEMNED ASSETS

9. DIRECTORS REPORT

9.A Executive Director Teresa Pope will review the Director's report.

10. NEW BUSINESS

10.A New Business discussion items

11. OLD BUSINESS

11.A Old Business discussion items

12. DEVELOPMENT

12.A Development discussion items

13. FINANCIALS

13.A July Financials

14. RESOLUTIONS

14.A Consider the adoption of Resolution Nos. 2025-15, 2025-16, 2025-17, 2025-18, 2025-19, and 2025-20.

15. BOARD COMMENTS

16. ADJOURMENT

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.

Housing Authority
Monday, November 10, 2025 at 5:30 PM

City Commission Chambers, 214 Sams Ave, New Smyrna Beach FL 32168

1. CALL TO ORDER

1.A Agenda

2. ROLL CALL

3. INVOCATION/PLEDGE OF ALLEGIENCE

4. APPROVAL OF MINUTES

4.A Consider the adoption of the minutes from the Housing Authority meeting held on Monday, October 13, 2025.

5. TENANT ACCOUNT CHARGE OFFS

6. CONDEMNED ASSETS

7. DIRECTORS REPORT

7.A Executive Director Teresa Pope will review the Director's report.

8. NEW BUSINESS

8.A New Business Discussion Items

9. DEVELOPMENT

9.A Development Discussion Items

10. OLD BUSINESS

10.A Old Business Discussion Items

11. RESOLUTIONS

11.A Consider the adoption of Resolutions Nos. 2025-21, 2025-22, 2025-23, 2025-24 and 2025-25

12. FINANCIALS

12.A July Financials

13. PUBLIC PARTICIPATION

Citizens: General Rules-

1. First, state your name, address, and the organization you represent
2. Make **ONLY** a brief statement of the facts within your knowledge as it pertains to policies of the agency.
3. Organize your presentation within a brief time limit, and upon completion refrain from additional comments, unless requested by the Board.
4. Avoid repetition/gossip. You must present facts.

14. BOARD COMMENTS

15. ADJOURMENT

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.

Housing Authority
Wednesday, December 17, 2025 at 5:30 AM

City Commission Chambers, 214 Sams Ave, New Smyrna Beach FL 32168

1. CALL TO ORDER

1.A Agenda December 17, 2025

2. ROLL CALL

3. INVOCATION/PLEDGE OF ALLEGIENCE

4. APPROVAL OF MINUTES

5. TENANT ACCOUNT CHARGE OFFS

6. CONDEMNED ASSETS

7. DIRECTORS REPORT

7.A Executive Director Teresa Pope will review the Director's report.

8. NEW BUSINESS

9. DEVELOPMENT

10. OLD BUSINESS

11. RESOLUTIONS

12. FINANCIALS

12.A September Financials

13. PUBLIC PARTICIPATION

Citizens: General Rules-

1. First, state your name, address, and the organization you represent
2. Make **ONLY** a brief statement of the facts within your knowledge as it pertains to policies of the agency.
3. Organize your presentation within a brief time limit, and upon completion refrain from additional comments, unless requested by the Board.
4. Avoid repetition/gossip. You must present facts.

14. BOARD COMMENTS

15. ADJOURMENT

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.

Personnel Board

Name	Term	Appointment Dates
Daniel Moran, chair	2nd	May 2, 2025 to May 2, 2028
Tim Buko	2nd	May 2, 2025 to May 2, 2028
Lori J. Hartman	2nd	May 2, 2025 to May 2, 2028
Barbara J. Luttrell	2nd	May 2, 2025 to May 2, 2028
Douglas E. Rose	2nd	May 2, 2025 to May 2, 2028

Description: The Personnel Board is hereinafter created as authorized in chapter 59-1612, personnel policy, of the 1959 Related Acts of the City of New Smyrna Beach. To hold and conduct hearings involving appeals of disciplinary action against employees.

Enacting Resolution: Ordinance No. 14-84

Term Length: 3 years

Term Limit: 2 terms

Qualifications: Any qualified voter residing in the City is eligible for membership provided; however, that no person who has been convicted of a crime involving moral turpitude shall be eligible.

Staff Liaison: Human Resources Director Heather Kidd

Last Meeting: 5:30 p.m. Thursday, Jan. 8, 2025

Next Meeting: As required

Planning & Zoning Board

Name	Term	Appointment Dates
Larry Wheatcraft, chair	2nd	Nov. 1, 2024 to Oct. 31, 2027
Thomas J. Bien	1st	Oct. 24, 2023 to Oct. 31, 2026
John K. Causey, Sr.	1st	Nov. 1, 2024 to Oct. 31, 2027
Deborah Denys	1st	Nov. 1, 2025 to Nov. 1, 2028
Jon Hall	1st	Oct. 24, 2023 to Oct. 31, 2026
David McKenna	1st	Nov. 1, 2025 to Nov. 1, 2028
Stephen Yates	2nd	Oct. 24, 2023 to Oct. 31, 2026
Jessie Thompson, School Board	1st	Oct. 8, 2024

Description: Reviews site plans and subdivision plats; makes recommendations to the City Commission on Comprehensive Plan Amendments, Land Development Regulation amendments, annexations, street vacations and any other matters referred to them by the City Commission.

Enacting Resolution: Compliant with Florida State Statute 163.3174 (1). Ordinance No. 01-03, 15-02

Term Length: 3 years

Term Limit: 2 terms

Qualifications: Must be New Smyrna Beach residents.

Staff Liaison: Planning Manager Stephanie Doster

Q4 Meetings

- 5:30 p.m. Monday, Oct. 6, 2025
- 5:30 p.m. Monday, Nov. 3, 2025
- 5:30 p.m. Monday, Dec. 1, 2025

Next Meeting: 5:30 p.m. Monday, Jan. 5, 2026

Planning & Zoning Board
Monday, October 6, 2025 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the Approval of the Planning and Zoning Board Regular Meeting Minutes.

3. PUBLIC PARTICIPATION

4. OLD BUSINESS

4.A V-6-25: 2311 S. Atlantic Avenue, a variance request to allow a second-floor deck to encroach 16.8' into the 20.0' front yard setback

4.B S-1-25 (Final Plat) Flagler Dunes, an 80-unit townhome subdivision on the south side of 10th Street, across from New Smyrna Beach High School

4.C SP-17-24 Flagler Dunes, Site Plan review for approval for an 80-unit townhome development on the south side of 10th Street, across from New Smyrna Beach High School

5. NEW BUSINESS

5.A ZT-8-25: Review and give a recommendation to the City Commission and a proposed regulation to create a definition and process for reviewing an application for a Certified Recovery Residence as required under Senate Bill 954.

5.B A-0006-2025: Review and give a recommendation to the City Commission on an annexation application for 390 Sugar Mill Drive.

5.C CPA-0005-2025: Review and give a recommendation to the City Commission on a proposed Small-Scale Comprehensive Plan amendment changing the Future Land Use to Commercial and limiting the allowable residential density on approximately 7.56 + acres of land located at 390 Sugar Mill Drive.

5.D PUD-06-25, Review and give a recommendation to the City Commission on a proposed rezoning application to change the current zoning from County PUD to City PUD on approximately 7.6 acres of land located at 390 Sugar Mill Drive, associated with companion and concurrent applications for Annexation and a revised CPA FLU designation.

6. COMMENTS OR STATEMENTS BY MEMBERS OF THE BOARD

7. REPORTS AND COMMUNICATION BY THE STAFF

7.A Development Activity

8. 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.

Planning & Zoning Board
Monday, November 3, 2025 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the Approval of the Planning and Zoning Board October 6, 2025 Regular Meeting Minutes.

3. PUBLIC PARTICIPATION

4. OLD BUSINESS

5. NEW BUSINESS

5.A Z-03-25: Review and give a recommendation to the City Commission on the rezoning of commercial property from B-2, Neighborhood Business District to R-3A, Single Family and Two Family (Zero Lot Line) Residential located at 1300 S Atlantic Avenue.

5.B CPA-07-25: Review and give recommendation to the City Commission on a proposed Small Scale Comprehensive Plan amendment changing the Future Land Use designation from Commercial to Medium Density Residential on approximately 1.01 acres located at 1300 S. Atlantic Avenue.

5.C ZT-10-25 Subdivision Plat Process

6. COMMENTS OR STATEMENTS BY MEMBERS OF THE BOARD

7. REPORTS AND COMMUNICATION BY THE STAFF

7.A Development Activity

8. 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.

Planning & Zoning Board
Monday, December 1, 2025 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the Approval of the Planning and Zoning Board November 3, 2025 Regular Meeting Minutes.

3. PUBLIC PARTICIPATION

4. OLD BUSINESS

4.A ZT-10-25 Subdivision Plat Process

5. NEW BUSINESS

5.A A-0010-2025: Review and give a recommendation to the City Commission on an overall annexation application for property located on Paige Avenue.

5.B A-0011-2025: Review and give a recommendation to the City Commission on an overall annexation application for property located on Paige Avenue.

5.C Special Exception 2-25: 707 Cheston Street, request to allow an attached

dwelling unit to a principle commercial structure in the I-1, Light Industrial, zoning district NEED TO UPDATE W P&Z results

5.D A-0012-2025: Review and give a recommendation to the City Commission on an overall annexation application for property located on Paige Avenue.

5.E A-0013-2025: Review and give a recommendation to the City Commission on an overall annexation application for property located on Oliver Drive.

5.F Z-0004-2025: Review and give a recommendation to the City Commission on a proposed partial rezoning application for property located at 1701 South Dixie Freeway.

5.G Review and approval of the 2026 Meeting Schedule for Planning and Zoning Board

5.H Nominate and vote on 2026 Planning and Zoning Board Chair

6. COMMENTS OR STATEMENTS BY MEMBERS OF THE BOARD

7. REPORTS AND COMMUNICATION BY THE STAFF

8. 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.

Police Pension Board

Name	Term	Appointment Dates
Mark Severance, chair, elected by maj.	1st	Jan. 12, 2024 to Oct. 2, 2025 (expired)
Ronald Neibert, non-plan member	2nd	Oct. 2, 2024 to Oct. 2, 2026
Brandon Mechtel, plan member	1st	Oct. 2, 2024 to Oct. 2, 2026
Sergeant Jason Reve, plan member	4th	Oct. 1, 2023 to Oct. 2, 2026
Palmer Wilson, non-plan member	2nd	Oct. 3, 2025 to Oct. 3, 2027

Description: Responsible for administering the police retirement trust fund.

Enacting Resolution: Florida State Statute 185.05

Term Length: 2 years

Term Limit: N/A

Qualifications: (2) Must be active police officers - elected by members of the plan (2) Legal residents of the city who are not City of New Smyrna Beach Police or Fire Pension Plan Participants (1) Must be chosen by a majority of the first four members

Staff Liaisons: Foster & Foster Plan Administrator Troy Jenne

Q4 Meeting: 2 p.m. Thursday, Oct. 30, 2025

Next Meeting: Pending Board approval

CITY OF NEW SMYRNA BEACH POLICE OFFICERS' RETIREMENT PLAN
PENSION BOARD OF TRUSTEES QUARTERLY MEETING
COMMISSION CHAMBERS ANNEX
214 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168

AGENDA

Thursday, October 30, 2025 – 2:00PM

Pursuant to Chapter 286, F.S., if an individual decides to appeal any decision made with respect to any matter considered at a meeting or hearing, that individual will need a record of the proceedings and 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 City Clerk at (386) 410-2630 prior to the meeting.

I. CALL TO ORDER/ROLL CALL/DETERMINATION OF A QUORUM

II. PUBLIC COMMENT

III. APPROVAL OF MINUTES

1. July 10, 2025, quarterly meeting

IV. NEW BUSINESS

1. Trustee terms
    a. Mark Severance, 5th Trustee, Expired 10/1/2025
    b. Palmer Wilson, Council appointed, Expired 10/1/2025
2. Renewal of Fiduciary Liability Policy

V. REPORTS (ATTORNEY/CONSULTANTS)

1. Foster & Foster, Patrick Donlan, (via Teams)
    a. Determination of supplemental benefit
2. Burgess Chambers & Associates, Mitchel Brennan, Investment Consultant
    a. Quarterly flash report as of September 30, 2025
3. Sugarman, Susskind, Braswell & Herrera, Pedro Herrera, Board Attorney (via Teams)

VI. OLD BUSINESS

VII. CONSENT AGENDA

1. Warrants for ratification
    a. Warrant #22
2. New invoices for payment approval
    a. None
3. Fund activity report for the period July 4, 2025, through October 2, 2025

VIII. STAFF REPORTS, DISCUSSION, & ACTION

1. Foster & Foster, Troy Jenne, Plan Administrator
    a. Update on State monies
    b. FPPTA 2026 membership renewal
    c. Educational opportunities
        1. FPPTA Winter Trustee School, Feb. 1-4, 2026. Rosen Hotel, Orlando

IX. TRUSTEE REPORTS, DISCUSSION, & ACTION

X. NEXT MEETING: Thursday, January 15, 2026 – 2:00PM

XI. ADJOURNMENT

Turnbull Creek Land Preservation Committee

Name	Term	Appointment Dates
Donna Athearn, chair	3rd	Jan. 23, 2024 to July 30, 2027
Chip Weston, vice chair	3rd	Jan. 23, 2024 to July 30, 2027
Randy Hartman	Partial	Jan. 23, 2024 to July 30, 2027
William Robitzsch	1st	Jan. 23, 2024 to July 30, 2027
Robert John Werner	2nd	Jan. 23, 2024 to July 30, 2027

Description: Reviews any information related to land preservation along Turnbull Creek prior to City Commission approval.

Enacting Resolution: Resolution No. 42-18

Term Length: 1 year

Term Limit: N/A

Qualifications: Wherever possible, members shall demonstrate interest in environmental issues, historic preservation, wildlife, biology, botany or water quality.

Staff Liaison: Natural Resources Manager Ralph “Tony” Miller

Q4 Meeting: 3 p.m. Monday, Dec. 15, 2025

Next Meeting: 3 p.m. Jan. 12, 2026

Turnbull Creek Land Preservation Committee
Monday, December 15, 2025 at 3:00 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the adoption of the minutes from the Turnbull Creek Land Preservation Committee regular meeting held on Monday, September 15, 2025.

3. PUBLIC PARTICIPATION

4. NEW BUSINESS/DISCUSSION ITEMS

4.A Presentation: Farmton Speaker

4.B Consider the approval of the proposed 2026 Turnbull Creek Land Preservation meeting dates

4.C Discussion: New maps with updates of lands purchased under the current bond issue.

4.D Discussion: Prioritize areas of concern and target locations

4.E Discussion: Current appraisals

4.F Discussion: Volunteer Partners

4.G Discussion: Natural Resource Manager

5. COMMITTEE COMMENTS

6. STAFF REPORTS

7. 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.

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Utilities Commission

Name	Term	Appointment Dates
Richard K. Hawes, chair	2nd	Sept. 8, 2024 to Sept. 8, 2027
Lawrence J. Kelly, vice chair	2nd	Sept. 8, 2024 to Sept. 8, 2027
Lillian Conrad	3rd	Sept. 8, 2025 to Sept. 8, 2028
Jeff Devine	1st	Sept. 8, 2025 to Sept. 8, 2028
James Smith	2nd	Sept. 12, 2023 to Sept. 7, 2026

Description: Prescribes rules, rates and regulations governing the sale and use of electricity, water, gas and sewage collection and treatment.

Enacting Resolution: Laws of Florida, Chapter 85-503

Term Length: 3 years

Term Limit: 3 terms

Qualifications: None listed

Staff Liaison: Executive Administrator Debbie Simmons

Q4 Regular Meetings

- 3 p.m. Monday, Oct. 27, 2025
- 3 p.m. Monday, Nov. 24, 2025
- 3 p.m. Monday, Dec. 15, 2025

Q4 Workshops

- Thursday, Oct. 9, 2025
- Thursday, Nov. 13, 2025

Next Meeting: 3 p.m. Thursday, Jan. 8

R. HAWES, CHAIRMAN
L. KELLY, JR., VICE CHAIR
L. CONRAD, SECY.-TREAS.
J. SMITH, ASST. SECY.-TREAS.
J. DEVINE, COMMISSIONER
H. RAMOS, GENERAL COUNSEL
E. CHAVEZ, GENERAL MGR.-CEO
D. SIMMONS, EXEC. MGR./CLERK

AGENDA**
REGULAR MEETING
NEW SMYRNA BEACH UTILITIES
TO BE HELD MONDAY, OCTOBER 27, 2025,
AT 3:00 P.M., 200 CANAL STREET,
DEBERRY ROOM, 3RD FL, NEW SMYRNA BEACH, FLORIDA

Pledge / Invocation

Safety Message by Dana Hale – Emergency Procedures

ROLL CALL

1. **Agenda Changes, Additions and Deletions**

2. **Public Participation**
   (Please register to speak prior to the meeting. Also for groups speaking on same topic/similar views, please designate a speaker for the group. Three-minute time frame is allotted for each speaker/topic.)

***3. Approval of Consent Items**

a. ✓ Minutes of Special Meeting Held 9-11-25 and Regular (Reorganizational) NSBU Commission Meeting Held 9-22-25 (*Annotated Version*) – D. Simmons *(NSBU and State Requirements)*

b. ✓ Approval – RFP No. 15-25 Award - URD Utility Contractor Services for Water Resources (Continuing Professional Services Agreements) - (Hazen Construction, Driveways, Inc. & McMahan Construction Inc.) – D. Hale *(NSBU and State Requirements)*

c. ✓ Approval – Annual URD Residential Developments FY2026 Funding – Electrical Contractor Services (Imperium Utility Services, LLC) – R. Mercado *(NSBU and State Requirements)*

4. **General Manager's Report (September 2025) – E. Chavez**
   a. Financial Status – September 2025 – J. Adamson

New Smyrna Beach ···UTILITIES···

R. HAWES, CHAIRMAN
L. KELLY, JR., VICE CHAIR
L. CONRAD, SECY.-TREAS.
J. SMITH, ASST. SECY.-TREAS.
J. DEVINE, COMMISSIONER
H. RAMOS, GENERAL COUNSEL
E. CHAVEZ, GENERAL MGR.-CEO
D. SIMMONS, EXEC. MGR./CLERK

AGENDA**
REGULAR MEETING
NEW SMYRNA BEACH UTILITIES
TO BE HELD MONDAY, OCTOBER 27, 2025,
AT 3:00 P.M.*, 200 CANAL STREET,
DEBERRY ROOM, 3RD FL, NEW SMYRNA BEACH, FLORIDA

5. **Commission Counsel's Report – General Counsel**

6. **Old Business**
   a. ✓ Approval – Selection of Option for Revised (Reduced) 2025 Rates Structure (Pursuant to NSBU Commission Action on 9-11-25 – J. Adamson *(NSBU and State Requirements)*

   b. ✓ Revised (Reduced) Rates from 2025 Rate Study – After Approval, Scheduling of Public Hearings with FPSC Electric Rates Re-Submittal – J. Adamson *(NSBU and State Requirements)*

7. **New Business**

8. **Possible Other Business - Time for Commissioners**

✓A Check Mark Indicates Items Which Commission Approval Has Been Requested On This Agenda
Please Note -- Most Discussion Items Will Not Have Documentation, Will Be Listed On Agenda Only

*** Consent items to be approved as recommended or accepted as appropriate without further comments unless discussion is requested by Commissioner.**

**** Pursuant to Section 286.0105 of the Florida Statutes, if an individual decides to appeal any decision made by the New Smyrna Beach Utilities, with respect to any matter considered at a meeting or a hearing, that individual will need a record of the proceedings, and will need to ensure that a verbatim record of the proceedings is made. The transcription of such a verbatim will be provided an individual at a cost to be determined by the New Smyrna Beach Utilities in accordance with the full cost to reproduce such transcriptions and copies.**

**** In accordance with the American with Disabilities Act, persons needing special accommodations to participate in this proceeding should contact the individual or agency sending this notice as soon as possible but no later than two days prior to the proceeding at the address given on the notice.**

New Smyrna Beach ··· UTILITIES ···

R. HAWES, CHAIRMAN
L. KELLY, JR., VICE CHAIR
L. CONRAD, SECY.-TREAS.
J. SMITH, ASST. SECY.-TREAS.
J. DEVINE, COMMISSIONER
H. RAMOS, GENERAL COUNSEL
E. CHAVEZ, GENERAL MGR.-CEO
D. SIMMONS, EXEC. MGR./CLERK

AGENDA**
REGULAR MEETING
NEW SMYRNA BEACH UTILITIES
TO BE HELD MONDAY, NOVEMBER 24, 2025,
AT 3:00 P.M., 200 CANAL STREET,
DEBERRY ROOM, 3RD FL, NEW SMYRNA BEACH, FLORIDA

Pledge / Invocation

Safety Message by Raquel Mercado – Holiday Safety Moment

ROLL CALL

1. **Agenda Changes, Additions and Deletions**

2. **Public Participation**
   (Please register to speak prior to the meeting. Also for groups speaking on same topic/similar views, please designate a speaker for the group. Three-minute time frame is allotted for each speaker/topic.)

***3. Approval of Consent Items**

a. ✓ Minutes of Workshop Meeting Held 10-9-25 and Regular NSBU Commission Meeting Held 10-27-25 (*Annotated Version*) – D. Simmons *(NSBU and State Requirements)*
b. ✓ Submission of Annual Update Report – Red Flag Identity Theft and Prevention Program - J. Couillard *(NSBU, State & Federal Requirements)*
c. ✓ Approval – Mitigation Credit Reservation and Purchase Agreement (Miami Alternatives, LLC) – New Regional Lift Station Project–Airport Road – J. Couillard *(NSBU, State & Federal Requirements)*
d. ✓ Approval – I-95 & Pioneer Trail Interchange Project (FDOT Project No. 436292-1-52-01) Construction Engineering & Inspection (CEI) Services (Civil Site Engineering, Inc.) – J. Couillard *(NSBU, State & Federal Requirements)*
e. ✓ Approval – Annual Contract Renewal for Cogsdale Corporation – NSBU's CIS, ERP and Third-Party Software Applications – J. Couillard *(NSBU and State Requirements)*
f. ✓ Approval – Award of RSQ 17-25 Design Build Services for Subaqueous Cable Replacement (Michels Trenchless) – J. Couillard *(NSBU, State & Federal Requirements)*
g. ✓ Project Approval – Condition Based Pole Replacements (Transmission Poles) – J. Couillard *(NSBU, State & Federal Requirements)*
h. ✓ Approval – Award of Work to A.C. Schultes of FL, Inc. for Potable Water Well Rehabilitation Work – Well Nos. 11 through 14 – J. Couillard *(NSBU, State and Federal Requirements)*

4. **General Manager's Report (October 2025) – E. Chavez**
   a. Financial Status – October 2025 – J. Adamson
   b. NSBU's FY2025 Organizational Accomplishments and Enterprise Metrics Results – E. Chavez
   c. Overview – NSBU's FY2026 Strategic Goals – E. Chavez

New Smyrna Beach ···UTILITIES···

R. HAWES, CHAIRMAN
L. KELLY, JR., VICE CHAIR
L. CONRAD, SECY.-TREAS.
J. SMITH, ASST. SECY.-TREAS.
J. DEVINE, COMMISSIONER
H. RAMOS, GENERAL COUNSEL
E. CHAVEZ, GENERAL MGR.-CEO
D. SIMMONS, EXEC. MGR./CLERK

AGENDA**
REGULAR MEETING
NEW SMYRNA BEACH UTILITIES
TO BE HELD MONDAY, NOVEMBER 24, 2025,
AT 3:00 P.M.*, 200 CANAL STREET,
DEBERRY ROOM, 3RD FL, NEW SMYRNA BEACH, FLORIDA

5. **Commission Counsel's Report – General Counsel**

6. **Old Business**
   a. ✓ Approval – Amendment to NSBU's FY2026 Budget Estimate* - Proposed Resolution No. 2025-09 (**Implementation of Scenario 1 – selected on 10-27-25, AI 6-a*) – J. Adamson
   (NSBU and State Requirements)

7. **New Business**

8. **Possible Other Business - Time for Commissioners**

✓A Check Mark Indicates Items Which Commission Approval Has Been Requested On This Agenda
Please Note -- Most Discussion Items Will Not Have Documentation, Will Be Listed On Agenda Only

*** Consent items to be approved as recommended or accepted as appropriate without further comments unless discussion is requested by Commissioner.**

**** Pursuant to Section 286.0105 of the Florida Statutes, if an individual decides to appeal any decision made by the New Smyrna Beach Utilities, with respect to any matter considered at a meeting or a hearing, that individual will need a record of the proceedings, and will need to ensure that a verbatim record of the proceedings is made. The transcription of such a verbatim will be provided an individual at a cost to be determined by the New Smyrna Beach Utilities in accordance with the full cost to reproduce such transcriptions and copies.**

**** In accordance with the American with Disabilities Act, persons needing special accommodations to participate in this proceeding should contact the individual or agency sending this notice as soon as possible but no later than two days prior to the proceeding at the address given on the notice.**

R. HAWES, CHAIRMAN
L. KELLY, JR., VICE CHAIR
L. CONRAD, SECY.-TREAS.
J. SMITH, ASST. SECY.-TREAS.
J. DEVINE, COMMISSIONER
H. RAMOS, GENERAL COUNSEL
E. CHAVEZ, GENERAL MGR.-CEO
D. SIMMONS, EXEC. MGR./CLERK

AGENDA*
REGULAR MEETING
NEW SMYRNA BEACH UTILITIES
TO BE HELD MONDAY, DECEMBER 15, 2025,
AT 3:00 P.M.*, 200 CANAL STREET,
DEBERRY ROOM, 3RD FL, NEW SMYRNA BEACH, FLORIDA

Pledge / Invocation

Safety Message by Julie Adamson – Winter Holidays: Buzzed Driving is Drunk Driving

ROLL CALL

1. **Agenda Changes, Additions and Deletions**

2. **Public Participation**
   (Please register to speak prior to the meeting. Also for groups speaking on same topic/similar views, please designate a speaker for the group. Three-minute time frame is allotted for each speaker/topic.)

3. **Approval of Consent Items
   a. ✓ Minutes of Workshop Meeting Held 11-13-25 and Regular NSBU Commission Meeting Held 11-24-25 (*Annotated Version*) – D. Simmons *(NSBU and State Requirements)*
   b. ✓ Approval – Supplemental funding for NSBU's FY26 Fire Hydrant Testing, Inspection, and Maintenance Program – D. Hale *(NSBU, State & Federal Requirements)*
   c. ✓ Ratification - Contingency Reserves Power and Energy Confirmation Agreement (5MW) – Florida Power & Light Company (FPL – Seller) – R. Mercado *(NSBU, State & Federal Requirements)*

4. **General Manager's Report (November 2025) – E. Chavez**
   a. Financial Status – November 2025 – J. Adamson
   b. Audit Firm Procurement Process – Proposed Timeline – J. Adamson
   c. ✓ Approval - General Manager/CEO Performance Evaluation Process – Tentative Timeline – H. Carrizales

5. **Commission Counsel's Report – General Counsel**

New Smyrna Beach ···UTILITIES···

R. HAWES, CHAIRMAN
L. KELLY, JR., VICE CHAIR
L. CONRAD, SECY.-TREAS.
J. SMITH, ASST. SECY.-TREAS.
J. DEVINE, COMMISSIONER
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E. CHAVEZ, GENERAL MGR.-CEO
D. SIMMONS, EXEC. MGR./CLERK

AGENDA*
REGULAR MEETING
NEW SMYRNA BEACH UTILITIES
TO BE HELD MONDAY, NOVEMBER 24, 2025,
AT 3:00 P.M.*, 200 CANAL STREET,
DEBERRY ROOM, 3RD FL, NEW SMYRNA BEACH, FLORIDA

6. Old Business

7. New Business

a. ✓ Approval – Modification/Extension of Purchase Power Agreement Between FPL and NSBU – Seventh Amendment/Firm Power & Energy – R. Mercado *(NSBU, State & Federal Requirements)*

8. Possible Other Business - Time for Commissioners

✓A Check Mark Indicates Items Which Commission Approval Has Been Requested On This Agenda
Please Note -- Most Discussion Items Will Not Have Documentation, Will Be Listed On Agenda Only

*** After Preliminary Public Hearing No. 1 RE: Proposed Revisions for NSBU's Water and Water Related Rates, Charges and Fees, and After Preliminary Public Hearing No. 2 RE: Proposed Revisions for NSBU's Electric and Electric Relates Rates, Charges and Fees (*Modified Rate Increases - Approved 10-27-25, AI 6-a*)**

**** Consent items to be approved as recommended or accepted as appropriate without further comments unless discussion is requested by Commissioner.**

***** Pursuant to Section 286.0105 of the Florida Statutes, if an individual decides to appeal any decision made by the New Smyrna Beach Utilities, with respect to any matter considered at a meeting or a hearing, that individual will need a record of the proceedings, and will need to ensure that a verbatim record of the proceedings is made. The transcription of such a verbatim will be provided an individual at a cost to be determined by the New Smyrna Beach Utilities in accordance with the full cost to reproduce such transcriptions and copies.**

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R. HAWES, CHAIRMAN
L. KELLY, JR., VICE CHAIR
L. CONRAD, SECY.-TREAS.
J. SMITH, ASST. SECY.-TREAS.
J. DEVINE, COMMISSIONER
H. RAMOS, GENERAL COUNSEL
E. CHAVEZ, GENERAL MGR.-CEO
D. SIMMONS, EXEC. MGR./CLERK

AGENDA**
WORKSHOP MEETING OF THE
NEW SMYRNA BEACH UTILITIES TO
BE HELD THURSDAY,
OCTOBER 9, 2025, AT 3:00 P.M.,
200 CANAL STREET, DEBERRY ROOM,
3RD FLOOR, NEW SMYRNA BEACH, FL

REQUESTED MONTHLY NSBU COMMISSIONER WORKSHOP*

(*Workshops scheduled at 2-24-25 Regular NSBUC Mtg., AI 8-a./*
Revised to 2nd Thursday of the month on 9-22-25, AI I-b.)

PLEDGE / INVOCATION

ROLL CALL

Introductions – NSBU Commissioners and Staff and External/Public Attendees
(Chairman/Commissioners will recognize Public Participation as desired or invited)

1. **I.T./Cybersecurity Annual Training for NSBU Commissioners – James Hicks, CPT Mgr.**
   - A. Staff to Provide KnowBe4 Video for Commissioner Annual Cybersecurity Training
   - B. Training Required for Cybersecurity of NSBU Network – Audit Recommendation

2. **Sunshine Law and Ethics Training – General Counsel Heather Ramos (*Presentation Attached*):**
   - A. During 6-9-25 NSBUC Workshop, Commission Concurrence for G.C. to Provide Future High-Level Overview Presentation for Ethics/ Sunshine Law/ Public Records Law / Financial Disclosures
   - B. Note: Ethics Training Not Required for Appointed Officials – Main Purpose Refresher
   - C. Determined Would Hold Training After New NSBU Comms. Appointed (*after 9-2025*)
   - D. Potentiality of Becoming Re-occurring Commissioner Annual Training along w/Cybersecurity Annual Training

3. **ADDITIONAL TOPICS OR FUTURE TOPICS FOR NOVEMBER 13, 2025 WORKSHOP**

* In accordance w/NSBU Resolution No. 2018-01, Section 5.(3) Workshop Meetings – No official action to be taken at Workshop Mtg.

** Pursuant to Section 286.0105 of the Florida Statutes, if an individual decides to appeal any decision made by the New Smyrna Beach Utilities, with respect to any matter considered at a meeting or a hearing, that individual will need a record of the proceedings, and will need to ensure that a verbatim record of the proceedings is made. The transcription of such a verbatim will be provided an individual at a cost to be determined by the New Smyrna Beach Utilities in accordance with the full cost to reproduce such transcriptions and copies.

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R. HAWES, CHAIRMAN
L. KELLY, JR., VICE CHAIR
L. CONRAD, SECY.-TREAS.
J. SMITH, ASST. SECY.-TREAS.
J. DEVINE, COMMISSIONER
H. RAMOS, GENERAL COUNSEL
E. CHAVEZ, GENERAL MGR.-CEO
D. SIMMONS, EXEC. MGR./CLERK

AGENDA**
WORKSHOP MEETING OF THE
NEW SMYRNA BEACH UTILITIES
TO BE HELD THURSDAY,
NOVEMBER 13, 2025, AT 3:00 P.M.,
200 CANAL STREET, DEBERRY ROOM,
3RD FLOOR, NEW SMYRNA BEACH, FL

REQUESTED MONTHLY NSBU COMMISSIONER WORKSHOP*

(*Workshops scheduled at 2-24-25 Regular NSBUC Mtg., AI 8-a./*
Revised to 2nd Thursday of the month on 9-22-25, AI I-b.)

PLEDGE / INVOCATION

ROLL CALL

Introductions – NSBU Commissioners and Staff and External/Public Attendees
(Chairman/Commissioners will recognize Public Participation as desired or invited)

1. CONTINUING TOPICS - DISCUSSED @ 10-9-25 WORKSHOP

A. Opportunities/Challenges Relating to Future Business in NSBU's 10-Yr. Plan – Comms. Conrad
   i. Staff to revisit FY-27 10-year capital plan starting in Jan. 2027 as part of annual budgeting process

B. NSBU Finances – Any Remaining Topics Subsequent to 10-27-25 Regular Mtg. – Chairman Hawes
   i. Staff revised updated financial presentation as reflected in September 2025 financial results, presented during 10-27-25 Regular NSBUC meeting. Future updates to financial presentation format pending Commission discussion.

C. Timing Roadmap for Rate Proposals – Comms. Devine
   C. 1. Also Budget Timeline – GM-CEO Chavez.
      i. See attached slide reflecting current customer rates and bond issuance timeline. Slide 4 also presented as part of 10-27-25 Rates Study presentation

D. Potential Establishment of WUC Committee (*Also Disc. @ 9-22-25 Regular Mtg.)* – Chairman Hawes

2. WUC STRATEGIC PLANNING COMMITTEE - APPROVED @ 10-27-25 REGULAR MEETING

A. NSBU Approved Development of Small Team to Update Assumptions of Fishkind Proposal on WUC Development (*dated 9-11-24*) - *(includes WUC & 200 Canal St. Properties)*

B. To Provide Direction & Guidance to NSBU Commission – Not a Decision-Making Group

C. Committee to Consider Renewed Assumptions and Potential Hybrids

D. Comms. Devine Proposing Framework for Committee – NSBUC To Weigh In RE: Proposed Participants

3. ADDITIONAL TOPICS OR FUTURE TOPICS FOR JANUARY 8, 2026 WORKSHOP

*** In accordance w/NSBU Resolution No. 2018-01, Section 5.(3) Workshop Meetings – No official action to be taken at Workshop Mtg.**

**** Pursuant to Section 286.0105 of the Florida Statutes, if an individual decides to appeal any decision made by the New Smyrna Beach Utilities, with respect to any matter considered at a meeting or a hearing, that individual will need a record of the proceedings, and will need to ensure that a verbatim record of the proceedings is made. The transcription of such a verbatim will be provided an individual at a cost to be determined by the New Smyrna Beach Utilities in accordance with the full cost to reproduce such transcriptions and copies.**

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

CONSIDER THE ADOPTION OF THE MINUTES FROM THE CITY COMMISSION REGULAR MEETING HELD ON TUESDAY, DECEMBER 9, 2025.

January 13, 2026

Background:

The City Commission held a regular meeting on Tuesday, December 9, 2025. The attached minutes are submitted for the Commission's review and consideration of adoption.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

City Commission Regular Meeting December 9, 2025 - Minutes.pdf

City Commission Regular Meeting
Tuesday, December 9, 2025, at 6:30 PM

MINUTES

1. OPENING OF MEETING

Having been duly advertised as required by law, the regular meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, December 9, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

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

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

Excused: Commissioner Valli Perrine

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Bill Kitichin gave the invocation. Scooter Babes led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Cowper restructured the agenda by continuing Ordinance Nos. 80-25, 81-25, and 83-25 to Tuesday January 13, 2026, City Commission meeting.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4A. Recognition: New Smyrna Beach Middle School Stingray Students for Outstanding Achievements during Fall 2025 Semester.

The City Commission recognized Libby Sorice, Brooklyn Bordt, and Emory Reinhardt for their Outstanding Achievement at New Smyrna Beach Middle School.

4B. Presentation: The New Smyrna Beach Police Foundation

The New Smyrna Beach Pickleball Club presented a check to the New Smyrna Beach Police Foundation from funds raised during the Second Annual First Responders Cup.

4C. Proclamation: Scooter Babes

The City Commission presented a proclamation to Scooter Babes.

4D. Presentation: Capital Improvement Projects

Capital Projects Director Jesse Kobe outlined a PowerPoint Presentation.

5. CITY MANAGER'S REPORT

5A. City Manager's Report

City Manager Cowper outlined a report.

6. PUBLIC PARTICIPATION

Mary Lynn Wentway, 64 Sable Cay Dolphin Cove Court, commented about the stormwater in the Dolphin Cove community.

Liz Jones, 314 Canal Street, thanked the city for the beautifying of Canal Street and the successful Christmas parade. She commented on the 2026 City Commission meetings beginning at 5:30 PM.

Randy Herman, 108 Ester Street, commented on the Southeast Volusia Chamber of Commerce lease and limiting the length of lease and the special election with regards to the City Commission salary.

Sharon Glenn, 1111 South Atlantic Avenue, commented on the Christmas parade and the comedy show. She commented on the 2026 City Commission meetings beginning at 5:30 PM, Ordinance No. 79-25 and the importance of home-rule.

Aly Rogers, 811 East 27th Avenue, commented on Ordinance No. 79-25, Christmas Parade and the barricades. She suggested using non plastic confetti during the parade in regard to the environment.

Aiden Tren and June Anderson, 1101 South Dixie Freeway, commented on behalf of the housing authority and thanked the city for the homeless and disadvantage grant award.

Mark Billings 128 Mangrove Estate Circle, SEV Habit for Humanity and SEV Chair of Commerce, thanked city staff and commented on the opportunity of affordable housing in New Smyrna Beach.

Steve Sather, 806 East 14th Avenue, commented on the 2026 City Commission meetings beginning at 5:30 pm.

Stephanie Ford, Southeast Volusia Chamber of Commerce, 115 Canal Street, thanked the City Commission for participating in the Crystal Apple awards. She referenced the talent tours exposing young people to jobs and opportunities available to them.

Cindy Sniezak, 512 Yupon Avenue, thanked City for an excellent Christmas parade, recognized city staff for continuing education. She commented on the 2026 City Commission meetings beginning at 5:30 PM, agenda management, staff compensatory time, and Southeast Volusia Chamber lease terms.

Alex Smith, 303 Washington Street, spoke in support of Ordinance No. 79-25.

7. CONSENT AGENDA

7A. Consider the adoption of the minutes from the City Commission regular and special meetings held on Tuesday, November 11, and November 18, 2025.

Motion:

Vice Mayor McGuirk moved to adopt the minutes from the City Commission regular and special meetings held on Tuesday, November 11, and November 18, 2025. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

7B. Resolution No. 42-25: Consider the approval of a Resolution and Memorandum of Agreement (MOA) with Florida Department of Transportation (FDOT) for the State Road 44 Multi Use Trail Project.

Motion:

Vice Mayor McGuirk moved to adopt Resolution No. 42-25 a Memorandum of Agreement (MOA) with Florida Department of Transportation (FDOT) for the State Road 44 Multi Use Trail Project. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

7C. Resolution No. 43-25: Consider the adoption of a Resolution, which, if adopted, would dedicate the park at Paige Avenue in honor of Phil Hall.

Motion:
Vice Mayor McGuirk moved to adopt Resolution No. 43-25 which would dedicate the park at Paige Avenue in honor of Phil Hall. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

7D. Resolution No. 44-25: Consider the adoption of a Resolution, which, if adopted, would approve an inventory list of Municipal Vacant Properties that would be appropriate for use of affordable housing.

Motion:
Vice Mayor McGuirk moved to adopt Resolution No. 44-25 which would approve an inventory list of Municipal Vacant Properties that would be appropriate for use of affordable housing. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

7E. Resolution No. 45-25: Consider the adoption of a Resolution, which, if adopted, would confirm the City Commissioners intent to utilize the uniform method of levy and collection of non-ad valorem assessments for fire rescue services.

Motion:
Vice Mayor McGuirk moved to adopt Resolution No. 45-25 which would confirm the City Commissioners intent to utilize the uniform method of levy and collection of non-ad valorem assessments for fire rescue services. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

7F. Resolution No. 46-25: Consider the adoption of a Resolution, which, if adopted, would authorize the city to opt-out of the Live Local Act Property Tax Exemption created under Florida Statute 196.1978.

Motion:
Vice Mayor McGuirk moved to adopt Resolution No. 46-25 which would authorize the city to opt-out of the Live Local Act Property Tax Exemption created under Florida Statute 196.1978. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

7H. Consider the approval of entering into agreements with the Volusia County Property Appraiser and Volusia County Tax Collector for utilization of the uniform method of levy and collection of a non-ad valorem fire rescue services assessment.

Motion:
Vice Mayor McGuirk moved to approve the entering into agreements with the Volusia County Property Appraiser and Volusia County Tax Collector for utilization of the uniform method of levy and collection of a non-ad valorem fire rescue services assessment. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

7I. Consider the approval of FY 25/26 Homeless and Disadvantaged Grant Fund awards to five (5) local non-profit organizations and/or disadvantaged programs.

Motion:
Vice Mayor McGuirk moved to approve the FY 25/26 Homeless and Disadvantaged Grant Fund awards to five (5) local non-profit organizations and/or disadvantaged programs. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

7J. Consider the approval to award a contract for RFP 18-25 to Kompan, Inc. construction of a playground at the Sports Complex.

Motion:
Vice Mayor McGuirk moved to approve the award of contract for RFP 18-25 to Kompan, Inc. construction of a playground at the Sports Complex. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

7K. Consider the approval of RFQ 24-25-BLDG demolition services contract to Samsula Waste, Inc, dba: Samsula Demolition.

Motion:
Vice Mayor McGuirk moved to approve the RFQ 24-25-BLDG demolition services contract to Samsula Waste, Inc, dba: Samsula Demolition. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

7L. Consider the approval to award a contract for RFP 26-25-LS to Kona Ice Daytona Beach LLC for Concessionaire Services at the Sports Complex.

Motion:
Vice Mayor McGuirk moved to approve the award of a contract for RFP 26-25-LS to Kona Ice Daytona Beach LLC for Concessionaire Services at the Sports Complex. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

7M. Consider the approval of an award of bid to P.A.V.C.O. Contracting Group, LLC for the construction of the Airport Administration Building.

Motion:

Vice Mayor McGuirk moved to approve the award of bid to P.A.V.C.O. Contracting Group, LLC for the construction of the Airport Administration Building. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

7N. Consider the approval of a proposal by Avcon, INC for Construction Administrative Services for the new Airport Administration Building.

Motion:

Vice Mayor McGuirk moved to approve a proposal by Avcon, INC for Construction Administrative Services for the new Airport Administration Building. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

7O. Consider the approval of a Temporary Occupancy Agreement with GTI Holdings for Property on Goodwin Avenue.

Motion:

Vice Mayor McGuirk moved to approve a Temporary Occupancy Agreement with GTI Holdings for Property on Goodwin Avenue. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

7P. Consider the approval of Change Order 1 to Greg Reynolds Construction, LLC. for American Aero Services Building Renovation ITB No. 10-25-AIR.

Motion:

Vice Mayor McGuirk moved to approve Change Order 1 to Greg Reynolds Construction, LLC. for American Aero Services Building Renovation ITB No. 10-25-AIR. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

7Q. Consider the approval of a lease agreement with the Southeast Volusia Chamber of Commerce for city-owned property at 115 Canal Street.

Motion:
Vice Mayor McGuirk moved to approve a lease agreement with the Southeast Volusia Chamber of Commerce for city-owned property at 115 Canal Street. Commissioner Ashley seconded the motion. The motion passed by 3-1 majority vote, with Commissioner Martin voting no.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

9. QUASI-JUDICIAL HEARINGS

10. PUBLIC HEARINGS

10A. Ordinance No. 79-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would allow commercial megacycles, also known as pedal pubs, within designated areas of New Smyrna Beach along with authorization for passengers to have open container.

A public hearing was conducted to consider the adoption of Ordinance No. 79-25.

City Attorney Avallone read Ordinance No. 79-25 for the second time by title only.

Stephanie Doster, Planning Manager, outlined a PowerPoint presentation.

Christopher Smith, 4035 Saxon Drive, outlined a PowerPoint presentation.

Mayor Cleveland opened the hearing for public participation.

Dianne Joffie, 4860 South Atlantic Avenue, commented on no alcohol provided by the applicant.

Sharon Glenn, 1111 South Atlantic Avenue, commented on a compromise between the city and the applicant.

Annette Taylor, 87 Cunningham Drive, commented in opposition Ordinance No. 79-25

Cindy Sniezak, 512 Yupon Street, spoke in opposition to Ordinance No. 79-25, and cited missing information. She also provided comments regarding a pilot program on Canal Street.

Lillian Conrad, 4160-2700 North Peninsula Avenue, a small business owner, commented on special exceptions and open container law.

Alley Rogers, 811 East 27th Avenue, spoke in opposition to Ordinance No. 79-25.

Mayor Cleveland closed public participation.

Mr. Smith provided information regarding the questions presented during public participation.

Motion:
Vice Mayor McGuirk moved to adopt Ordinance No. 79-25 which would allow commercial megacycles, also known as pedal pubs, within designated areas of New Smyrna Beach along with authorization for passengers to have open containers. Commissioner Ashley seconded the motion. The motion failed by unanimous vote.

10B. Ordinance No. 80-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would annex approximately 7.6 acres of land located at 390 Sugar Mill Drive.

Ordinance No. 80-25 was continued to the City Commission meeting scheduled for Tuesday, January 13, 2026.

10C. Ordinance No. 81-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would approve a proposed Small-Scale Comprehensive Plan amendment changing the Future Land Use to Commercial and limiting the allowable residential density and Floor to Area Ratio, (FAR) on approximately 7.6 + acres of land located at 390 Sugar Mill Drive.

Ordinance No. 81-25 was continued to the City Commission meeting scheduled for Tuesday, January 13, 2026.

10D. Ordinance No. 82-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would approve a proposed rezoning application to change the current zoning from County PUD to City PUD on approximately 7.6 acres of land located at 390 Sugar Mill Drive, which is also associated with companion and concurrent applications for Annexation and a revised CPA FLU designation.

Ordinance No. 82-25 was continued to the City Commission meeting scheduled for Tuesday, January 13, 2026.

10E. Ordinance No. 83-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would amend the New Smyrna Beach Code of Ordinances, Chapter 2, Administration, Article II, City Commission, Sec. 2-51, Time and Place.

A public hearing was conducted to consider the adoption of Ordinance No. 83-25.

City Attorney Avallone read Ordinance No. 83-25 for the second time by title only and outlined a report.

Mayor Cleveland opened the hearing for public participation.

Ally Rogers, 811 East 27th Avenue, commented on the time change compromise.

Sharon Glenn, 1111 South Atlantic Avenue, commented in opposition of the City Commission time change.

Cindy Sniezak, 512 Yupon Street, commented on agenda order and preparation.

Mayor Cleveland closed public participation.

Motion:
Vice Mayor McGuirk moved to adopt Ordinance No. 83-25 which would amend the New Smyrna Beach Code of Ordinances, Chapter 2, Administration, Article II, City Commission, Sec. 2-51, Time and Place. Commissioner Ashley seconded the motion. The motion passed by 3-1 majority vote with Commissioner Martin.

10E.1 Resolution No. 35-25: Consider the adoption of a Resolution, which, if adopted, would amend Resolution No. 04-25 Rules and Procedures revising section 7 Adjournment.

Motion:
Commissioner Martin moved to adopt Resolution No. 35-25, which would amend Resolution No. 04-25 Rules and Procedures revising section 7 Adjournment. Commissioner Ashely seconded the motion. The motion passed by unanimous vote.

11. ORDINANCES FIRST READINGS

11A. Ordinance No. 86-25: 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 Creative Environmental Services, Inc.

City Attorney Avallone read Ordinance No. 86-25 for the first time by title only. She announced that the second reading and public hearing was scheduled for Tuesday, January 13, 2026.

11B. Ordinance No. 87-25: 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 GFL Environmental.

City Attorney Avallone read Ordinance No. 87-25 for the first time by title only. She announced that the second reading and public hearing was scheduled for Tuesday, January 13, 2026.

12. BOARDS AND COMMISSIONS

12A. Appointment - Youth Council Task Force: Consider the approval of two (2) reappointments and five (5) appointments of New Smyrna Beach High School students to serve as members on the Youth Council Task Force for the 2025 - 2026 academic year.

Vice Mayor McGuirk moved to approve the appointment of five members and the reappointment of two members to the Youth Council. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

12B. Board Vacancy Notice - Economic Development Advisory Board

13. MAYOR AND COMMISSIONER COMMENTS

Vice Mayor McGuirk commented on the New Smyrna Beach Christmas Parade and public safety during the event.

Commissioner Martin commented on events throughout the community.

Commissioner Ashley expressed appreciation to public safety officials for their contributions during the Christmas parade and provided remarks regarding the Westside cottages.

Mayor Cleveland thanked the Fire and Police Departments for supporting the Christmas parade and handling barricades. He also mentioned updates on the Dolphin Cove stormwater project, the Crystal Apple Award event by the Chamber of Commerce, and discussions about Westside Cottages Affordable Housing developments.

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

City Attorney Avallone referenced an order regarding the Quasi-judicial process.

16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 9:29 PM.

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

CONSIDER THE APPROVAL FOR THE STREET RESURFACING SCHEDULE FOR FISCAL YEAR 26 AND THE FIVE-YEAR RESURFACING PLAN UTILIZING THE CURRENT CONTRACT WITH MASCI GENERAL CONTRACTOR, INC.

January 13, 2026

Background:

The Public Works Department has developed the next set of roadway segments recommended for resurfacing and prepared a five-year resurfacing plan. This plan is derived from the IMS Pavement Management Analysis completed in FY 2024 and is designed to maximize cost efficiency by grouping road segments in close proximity. Staff prioritized segments based on PCI scores, observed road conditions, and the need for striping, signage, and sidewalk improvements.

Five-Year Resurfacing Timeline (Color-Coded Map)

- 2026 – Blue
- 2027 – Green
- 2028 – Pink
- 2029 – Tan
- 2030 – Purple

Pavement Condition Assessment

IMS performed a citywide pavement condition evaluation using a laser-based system to collect detailed surface and structural data for each road segment. The primary measure used is the Pavement Condition Index (PCI), calculated using the following formula:

PCI = Base PCI + (33% Roughness Index) + (67% Surface Distress Index)

Lower PCI scores correspond to greater levels of deterioration in the pavement surface and underlying base.

Five-Year Resurfacing Program

Using PCI data, staff organized a five-year resurfacing schedule that focuses work geographically each year. This approach:

- Reduces mobilization and equipment relocation costs
- Allows for coordinated, area-wide improvements
- Includes resurfacing, pavement striping, sidewalk and concrete repairs, and signage upgrades
- Enables completion of a greater number of roadway segments annually

The recommended list of streets for the current year is attached. PCI values for these segments range from 27 to 78. The estimated cost for this year's resurfacing program—including striping—is $2 million. Efficiency and cost savings are achieved by grouping roadways within approximately one-quarter mile of one another. If any segments prove unsuitable due to unforeseen conditions, or if remaining funds allow for additional roads to be included, staff will adjust the list using PCI rankings and operational priorities. Public Works and Engineering both concur with the recommended street segments, which will also be forwarded to the Utilities Commission for review.

Staff recommends utilizing the existing piggyback agreement with Volusia County Contract 22-SQ-151SR, held with Masci General Contractor, Inc. The contractor's scope includes mobilization, milling, resurfacing, and pavement marking. Relevant County bid documents are attached for reference.

Fiscal Analysis:
FY 24 - 302.30254101.546431.RSURF - $2,000,000

Strategic Plan Item:
No

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

Attachments:

Masci Fully Executed 2025.pdf
Masci, Contract Renewal
5 year plan.png
5 Year Resurfacing Plan.xlsx

Masci General Contractor, Inc.
Volusia County Contract 22-SQ-151SR

The City of New Smyrna Beach ("City") enters this "Piggyback" Contract with **Masci General Contractor, Inc.** (hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of New Smyrna Beach allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with **Volusia County, Florida**, said contract being identified as: **Construction Contract, Contract no. 22-SQ-151SR,** (said original contract being referred to as the "original government contract").

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of New Smyrna Beach, as follows:

a) Period ("Term") of the Agreement: Coterminous with **Construction Contract, Contract no. 22-SQ-151SR.**

b) Insurance Requirements: In addition to the requirements in Exhibit A, Vendor shall provide certificate of insurance naming the City of New Smyrna Beach as an additional insured.

c) Any other provisions that will be modified: The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public

Contractor's Initials: LM
Piggyback Agreement, Rev. 9/24

records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, CITY HALL, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FLORIDA 32168, CLERK@CITYOFNSB.COM, (386) 410-2631.

d) Address change for the City of New Smyrna Beach: Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of New Smyrna Beach, attention of City Manager, at City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168. The designated representative for this contract is David Ray, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, telephone number 386-424-2202, and email dray@cityofnsb.com.

Contractor's Initials: LM

e) Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Volusia County, Florida. Litigation between the parties arising out of this contract must be in Volusia County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

f) Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Volusia County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

g) All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of New Smyrna Beach and the Vendor.

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

Entered this 15th day of January, 2025.

Attest	**Masci General Contractor, Inc.**
Authorized Signature	*Authorized Signature*
Ignacio Masci *Print Name and Title*	*Leticia M Ferreira, VP*
Address	5752 S. Ridgewood Avenue Port Orange, Florida 32127
1/10/25 *Date*	1/10/25 *Date*

MASCI GENERAL CONTRACTOR INC CORPORATE SEAL 2004 FLORIDA

ATTEST Kelly McQuillen, City Clerk	**CITY OF NEW SMYRNA BEACH** Fred E. Cleveland, Mayor Date: 1/14/25

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

Carrie Avallone City Attorney

Volusia County
FLORIDA

CONSTRUCTION CONTRACT

FOR

Between

THE COUNTY OF VOLUSIA

AND

MASCI GENERAL CONTRACTOR, INC.

Contract no. 22-SQ-151SR

County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
Deland, Florida 32720-4608
www.volusia.org/purchasing

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS i
ARTICLE 2. ORDER OF PRECEDENCE 8
2.01 Exhibits 8
2.02 Precedence 9
ARTICLE 3. SCOPE OF SERVICES 9
3.01 Construction/Renovation Projects 9
3.02 Assignment of Projects 9
3.03 Work Orders 9
3.04 Time of Commencement and Completion Date 10
3.05 Acceptance of Work 10
3.06 Release of Liens 11
3.07 Ownership of Documents 11
3.08 Warranty 11
3.09 Responsibility of the Contractor 11
3.10 Representative of County 11
3.11 Representative of Contractor 11
3.12 Change in Scope of Services 12
3.13 Continuing the Work 12
3.14 F.O.B. Point 12
3.15 Use of Premises 12
ARTICLE 4. COMPENSATION AND PAYMENTS 13
4.01 Compensation 13
4.02 Payments 13
4.03 Internal Revenue Service Form (1099MISC) 15
ARTICLE 5. PERSONNEL OF CONTRACTOR 15
5.01 Supervision 15
5.02 Applicable Laws 15
5.03 Right of Rejection 15
5.04 Employment of Illegal Aliens 15
5.05 Nondiscrimination and Americans with Disabilities Act 15
5.06 Fair Labor Standards Act 16
5.07 Drug-Free and Smoke-Free Workplace 16
ARTICLE 6. CONTRACTOR AS INDEPENDENT CONTRACTOR 16
ARTICLE 7. SUBCONTRACTORS 16
7.01 Prior Approval 16
7.02 License 17
ARTICLE 8. INSURANCE 17
ARTICLE 9. DELIVERABLES AND STANDARDS 17
9.01 Deliverables 17
9.02 Failure to Deliver 17
9.03 Standards 17
ARTICLE 10. TERM AND TERMINATION 17
10.01 Term 17
10.02 Termination 17

10.07 Force Majeur....24
ARTICLE 11. LIMITATION OF LIABILITY....25
11.01 Sovereign Immunity....25
11.02 No Third Party Beneficiaries....25
11.03 Indemnification....25
ARTICLE 12. COUNTY GOVERNMENT POLICIES....21
12.01 Modifications Due To Public Welfare or Change in Law....21
12.02 Compliance with Laws....22
12.03 Truth-In-Negotiation Certificate....22
12.04 Public Records Law....**Error! Bookmark not defined.**
12.05 Financial Records....24
12.06 Audit Right and Retention of Records....24
12.07 Payments Subject to Appropriation....24
12.08 Prohibition Against Contingent Fees....25
12.09 No Code Violation or Past Due Debt....25
12.10 Changes Due to Public Welfare....25
12.11 Background Checks....26
12.12 Disadvantaged Business Enterprises Participation....26
12.13 Assignment....26
12.14 E-verify....26
ARTICLE 13. MISCELLANEOUS PROVISIONS....26
13.01 Entire Contract....27
13.02 Notice....27
13.03 Governing Law....28
13.04 Venue and Jurisdiction....28
13.05 Waiver of Jury Trial....28
13.06 Attorneys Fees and Costs....28
13.07 Severability....28
13.08 Waiver....29
13.09 Amendment....29
13.10 Headings....29
13.11 Public Entity Crime and Discriminatory Vendor List....29
13.12 Lead Based Paint Prevention Act (34 CFR, Part 35)....31
13.13 Anti-Lobbying....31
13.14 Safety....31
13.15 Material Safety Data Sheet....31
13.16 New Material....31

CONSTRUCTION CONTRACT FOR ROAD RESURFACING PROJECTS FOR THE COUNTY OF VOLUSIA

THIS CONTRACT for Road Resurfacing Projects (herewith "Contract") by and between the COUNTY OF VOLUSIA, FLORIDA, a body corporate and politic and a political subdivision of the State of Florida (the "County"), and Masci General Contractor, Inc., 5752 South Ridgewood Avenue, Port Orange, Florida 32127, a corporation duly authorized to conduct business in the State of Florida (the "Contractor").

RECITALS

WHEREAS, the County desires to retain the Contractor for the County of Volusia on an as needed basis in accordance with the formal solicitation; and

WHEREAS, Contractor is competent and qualified to furnish the specified services to the County and desires to provide such services according to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Contract, the receipt and sufficiency of which is acknowledged by the County and Contractor, the parties agree and stipulate as follows.

ARTICLE 1 - DEFINITIONS

The capitalized terms set forth in this Contract shall have the meanings set forth below or as otherwise set forth in the Contract. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number.

Acceptance: A signed document indicating that a Deliverable meets the Acceptance Criteria specified in the Contract, or deemed acceptance.

Acceptance Criteria: Measure by which a Deliverable or set of Deliverables will be approved.

Addendum: A written explanation, interpretation, change, correction, addition, deletion, or modification of equal dignity herewith affecting the Contract Documents including drawing and specifications approved by the County and issued by the County or Contractor and/or distributed to third parties.

Affidavit: The instrument which is to be signed by the Contractor and submitted to the County upon the County's request through the Project Manager, upon completion of that job, showing that all bills have been paid. It shall also mean such instrument that may be requested by the County incidental to partial payments.

Agency: The state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under Sections 380.06 or 163.3220-163.3243 of the Florida Statutes.

Amendment: An amendment to this Contract in writing by the County, approved by the Director of Purchasing, and signed by the County of equal dignity herewith and authorizing an addition, deletion, or revision in the scope of work, or an adjustment in the Contract price or the time for completion that is issued after execution of this Contract.

Application for Progress Payment: The current estimate form furnished and certified by the Contractor, which is to be used by Contractor in requesting progress payments.

Architect: A person or firm that is authorized to practice architecture pursuant to Florida Statute 481.299 or a general contractor who provides architectural services under a design-build contract authorized by F.S. 481.299(3).

Architect/Engineer: The design professional identified in the Contract Documents and who is licensed and registered in the State of Florida. The terms "Architect" and "Architect/Engineer (A/E)" means the architect/engineer or its authorized representative.

Bid: The Contractors written cost proposal based upon a County-provided form invitation to bid, which reflects Contractor's offer to provide the products and services set forth in the Bid. The Bid shall become a Work Order upon acceptance and execution by the County.

Bid Documents: The official forms on which the County requires formal bids to be prepared and submitted by the bidder.

Calendar day: Any day, including Saturdays, Sundays, and holidays, regardless of weather conditions.

Change Order: A written order Work Order Amendment) to the contractor signed by the County authorizing an addition, deletion, or revision in the work, or an adjustment in the contract price or time.

Completion Date: The date that the County or its designated representative approves and accepts all Work or Services for a Project performed in accordance with this Contract.

Contract: An agreement between the County and Contractor, with binding legal and moral force, covering the work to be performed in exchange for money.

Contractor: The person or entity qualified to perform work in the Project and who is responsible for assisting the Project Manager or County Project Manager with the day-to-day administration and coordination of the Project for the County.

Contract Administrator: The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Contract.

Contract Documents: Contract documents shall include but are not limited to the following: (1) This Contract, and its exhibits (2) Certificates of Insurance, (3) Notice of Award and/or Notice to Proceed, (4) the conditions of this Contract (general, special, supplementary, and other), (5) drawings, (6) project specifications, (7) written interpretations, (8) change orders, (9) project manuals, (10) addenda (including RSQs, RFPs and Contractor's responses to RFPs) issued before the execution of this Contract, and, (11) any modifications or amendments to this Contract issued after execution.

Contract Time: The number of calendar days stated in the Contract for the completion of the scope of work.

Contract Price: The total amount which may be due and payable to Contractor under a Work Order for an individual Project.

Contractor: The person or entity qualified to perform work pursuant to Florida 489.105, F.S. under the Project and who is registered and licensed under the Florida Department of Business and Professional Regulation and in compliance with local laws or ordinances, other than a materialman or laborer, who

enters into a contract with the County for improving real property in accordance with the Contract Documents.

Contractor's services: Those services within the scope of work of this Contract or any exhibit, attachment or addendum thereto which relates to the Scope of Services in connection with Contractor's employment or practice.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County Representative: Also known as the person designated by the County to review, approve and make decisions regarding the Scope of Work in this Contract.

Deliverable: The result(s) or end products or services of a Project that meet the defined plans, specifications, requirements, warranties, and functional parameters articulated in the Scope of Work for this Contract including but not limited to: design drawings, specifications, studies, reports, written documentation, training, systems or processes.

Design Criteria Professional: A firm who holds a current certificate of registration under Chapter 481 F. S. to practice architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of designs for this project.

Drawings/Plans: The official approved drawings or plans or exact reproductions thereof, which have been prepared, signed, sealed and dated by the contractor, which shows the location, character, dimensions and details of the work to be done and which are considered part of the Construct Documents.

Effective Date: The date that this Contract, including any Addendum, Amendment, Modification or exhibits attached thereto is fully executed by Contractor and the County.

Engineer: The person, firm, or corporation named as such in the contract and/or authorized by the County to act as the County's representative or the County construction engineer authorized to practice engineering services pursuant to Florida Statute 471.03(2)(i) (2006) and who may serve as the County's engineers of construction, engineering and inspection. The term engineer shall be synonymous with design architect/engineer or architect/engineer or contractor.

Engineer of Record: The professional engineer or engineering firm contracted or employed by the County and registered in the State of Florida who develops criteria and concept for the work, performs the analysis and is responsible for the preparation of the plans and specifications. The engineer of record may be County in-house staff or a Contractor retained by the County.

Field Order: A written instrument issued by the Contractor to the County which clarifies or interprets the drawings and technical specifications, and/or orders minor variations in the work, as opposed to a change in the work, and which does not involve an adjustment in contract price or time.

Final Project Acceptance: Will take place after all Deliverables of the Statement of Work have been accepted.

Firm: Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or installation of security systems and burglar and fire alarms in the

state.

Inspector or Field Representative: County Employee or an authorized representative of the Contractor assigned to make inspections of the work performed and materials furnished pursuant to this Contract.

Milestone: A significant event, task, or deliverable that occurs during the project, not all of which are, nor will be, designated on the milestone payment schedule.

Modification: A written amendment to the Contract Documents approved by the County which includes but is not limited to the following:

Change Order: A written order (Work Order Amendment) to the contractor signed by the County authorizing an addition, deletion, revision in the Work, or an adjustment in the construction or Project contract price or time issued after execution of the contract.

Field Order: A written clarification, interpretation, minor change or alteration issued by the Contractor.

Addenda: A document written by the Contractor and approved by the County that is added to the original Contract Documents to clarify, revise, add to, or delete from the original Contract Documents or previous addenda. The document includes a written clarification or interpretation prepared by the County or Contractor.

Notice of Award: A written notice by County that the Contractor as been determined by a selection committee to be highly qualified and approved for an award of a contract.

Notice to Proceed: The official letter from the County to the Contractor establishing a date on which the Work in the Work Order shall commence.

Original Expiration Date: The date that this Contract was originally intended to expire excluding any extensions or renewals of this Contract for a time certain.

Owner: The owner is the County of Volusia for whom all Work or Services under this Contract are to be performed by the Contractor.

Payment Schedule: The schedule of payments set forth in the Work Order.

Pre-construction Conference: The meeting scheduled by the County Project Manager of all the parties involved with the planning and execution of the Scope of Work.

Professional services: Those services within the scope of the practice of architecture, professional engineering, systems engineering and design, systems integration design, alarm contractor I-(fire and burglar), or specialty electrical contractor registered and licensed to do business under the laws of the State of Florida that refer or relate to the performance of Work under this Contract.

Project: An individual construction/renovation project which is assigned to the Contractor for completion pursuant to the terms and conditions of this Contract, as set forth in the Work Order. A Project comprises of the completed construction/renovation required by the Work Order specifications and includes all plans, labor, supervision, materials, permits and equipment necessary and in accordance with specifications provided by the County, other construction documents prepared by Volusia County.

Project Manager or County Project Manager: The County employee who is assigned to the Project and is responsible for the day-to-day administration and coordination of the Project for the County. The County may change the Project Manager at any time by providing notice to the Contractor and/or

Contractor.

Proposal: The document submitted by the Contractor in response to a formal solicitation used to determine if the Contractor is highly qualified. Renovation

Renovation. One or more repair or replacement actions not involving demolition.

Request for Information (RFI): A prospective bidders or contractor's inquiries for information.

Request for Proposal (RFP): An invitation process initiated by the County soliciting proposals (offers) from contractors (bidders) to perform work or provide services in one or more projects on behalf of the County.

Request for Qualifications (RFQ): An invitation process initiated and used by the County to select contractor(s) to perform work or provide services in a prospective project or projects based upon their apparent qualifications as submitted by them (respondents) in response to the invitation.

Scope of Services/Work: The general services/work, herein defined in this Contract including responsibility for performing and complying with all incidental matters pertaining thereto pursuant to the Project Specifications and requirements.

Shop Drawings: All diagrams, illustrations, brochures, schedules, and/or other data which are prepared by contractor, a subcontractor, manufacturer, supplier, distributor, or other person on behalf of the contractor, and which illustrate the equipment, material, or some portion of the work.

State: State of Florida.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a contractor for the performance of any part of the basic Contract.

Sub-subcontractor: A person other than a materialman or laborer who enters into a contract with a subcontractor for the performance of any part of such subcontractor's contract.

Substantial Completion: The date as certified by the County's Project Manager when this Contract or Project or a specified part as agreed to in writing by the parties is sufficiently completed to the satisfaction of County or its designated representative, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with this Contract.

Work: Any and all obligations, services, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incident.

Work Order: The written document provided by the County, as amended by any duly executed Change Orders, which is based upon Contractor's Bid and which provides the complete specifications for the Project, including the Completion Date, the Contract Price, and the Payment Schedule.

ARTICLE 2 - ORDER OF PRECEDENCE

2.01 **Exhibits**: The following attachments are attached hereto and incorporated herein:

2.01.1. Exhibit A, Scope of Work

2.01.2. Exhibit B, Insurance Requirements, 22-SQ-151SR

2.01.3. Exhibit C, Contractor Proposal dated September 8, 2022

2.02 **Order of Precedence**: Contractor agrees that, during the term of this Contract, the provisions of this Contract, as amended by Change Orders (Work Order Amendment), shall remain in full force and effect. Wherever ambiguities, discrepancies, or conflicting provisions appear the order of precedence shall be as follows.

2.02.1. Between this Contract and Work Order regarding the Scope of Work, the Work Order shall be controlling.

2.02.2. Between this Contract and Work Order for all other ambiguities, discrepancies, or conflicting provisions, this Contract shall be controlling.

ARTICLE 3 - SCOPE OF SERVICES

3.01 **Construction/Renovation Projects**. The Contractor agrees during the term of this Contract to timely complete projects as specified by the County ("Projects"). Projects may vary in scope and duration, and may include repair or complete demolition and reconstruction. Contractors shall provide all labor, materials, permits, supervision, and equipment necessary to provide for construction in accordance with specifications provided by the County, other contract documents prepared by Volusia County, and all applicable building codes. Contractor further agrees that County staff shall not perform or participate in activities related to the site preparation or implantation of Project construction, repair or rehabilitation, including but not limited to the movement or relocation of personal items in order to facilitate such construction, rehabilitation or repair. Contractor agrees that such activities are the sole responsibility of Contractor or its subcontractor/designee.

3.02 **Assignment of Projects**. During the term of this Contract, the County may award the Contractor (and other participating contractors) one or more Projects by issuing a Work Order. The award shall be made in the sole discretion of the County based upon the lowest responsive and responsible bid, availability, work volume, and other factors the County deems relevant to the successful completion of the Project. The County makes no covenant or promise of any kind as to the number of available Projects or that the Contractor shall perform any Project for the County during the term of this Contract. The County reserves the right to contract with other parties for the services contemplated by this Contract when it is determined by the County to be in the best interest of the County to do so.

3.03 **Work Orders**. Authorization for performance of construction/renovation services by the Contractor under this Contract shall be in the form of a Work Order issued by the County. Each Work Order shall describe the services required, state the dates for commencement and completion of the project, and establish the amount of payment. The Contractor agrees to perform all work and provide all materials required by the Work Order in order to successfully complete the Project in a timely, professional and workmanlike manner. The terms and conditions of this Contract shall govern all Projects, and except as set forth herein, no Work Order may modify or

amend the terms and conditions of this Contract. In the event of a conflict between this Contract and any Work Order, the terms and conditions of this Contract shall prevail.

3.04 **Time of Commencement and Completion Date.**

3.04.1 The work to be performed under Work Orders issued pursuant to this Contract shall commence as set forth in the Work Order. The Contractor shall thereafter diligently proceed with the completion of the project in accordance with the date expressly set forth in the Work Order (the "Completion Date").

3.04.2 If applicable, should the Contractor fail to timely meet the work requirements of the project by the Completion Date, the parties hereto agree that as liquidated damages, and not as penalty, the Contractor shall pay to the County a specified Dollar amount for each day after the Completion Date, until the Project is completed, as certified by the County Project Manager. The dollar amount for liquidated damages will be determined by the level of risk to the County and annotated on the back of each Work Order. Liquidated damages will only be assessed to recover actual cost incurred by the County.

3.04.3 In the event that the Contractor shall fall behind schedule at any time, for any reason, and such delay is adversely affecting the County's timely occupation of the Project for its intended purpose, the County shall be entitled to direct acceleration or re-sequencing of the work to bring the Project back on schedule. The Contractor shall reserve in each of its subcontracts entered into in connection with the Project, a right to accelerate consistent with the Contractor's obligations hereunder.

3.04.4 In the event the Contractor determines that the Completion Date cannot be met by re-sequencing the work, then the Contractor shall immediately provide the County, and in any event within three (3) days after the date of receipt of the County's instruction for re-sequencing or accelerating, a plan to complete the Project in the shortest possible time. No approval by the County of any plan for re-sequencing or accelerating of the work submitted by the Contractor pursuant to this clause shall constitute a waiver by the County of its rights of recovery of liquidated damages as a result of delayed Project completion.

3.04.5 Contractor agrees to provide the County along with each invoice for progress payment pursuant to 0hereof, the Contractor's best estimate of any anticipated revisions to the Completion Date for the purpose of the County's planning; provided, however, and notwithstanding the making of any progress payments, no anticipated revision to the Completion Date shall be effective and binding on the County and the Contractor without a written Change Order executed by the County in accordance with the procedure set forth in Section 3.12 hereof.

3.05 **Acceptance of Work.** Inspection of the finished work shall be performed by the County to determine the acceptability of the work for payment. As a result of said inspections, the County will provide the Contractor with a "punch list" of items considered by the County to be substandard. If within thirty (30) days of the date of substantial completion, Contractor has failed to remedy all punch list items to the satisfaction of the County, the County may, but shall not be obligated to cause all such remaining items to be remedied through the use of other contractors and deduct

the cost thereof. The County may recover said costs from the Contractor including without limitation all of the County's attorney's fees and costs incurred in pursuit thereof.

3.06 **Release of Liens.** The Contractor shall deliver to the County, a complete release of liens arising out of each Work Order before the final request for payment is made. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the County such amount as the County may be compelled to pay in discharging such liens, including all costs and reasonable attorney's fee.

3.07 **Ownership of Documents**. All deliverable analysis, reference data, plans and reports or any other form of written instrument or document that may result from the Contractor's services or have been created during the source of the Contractor's performance under this contract shall become the property of the County after final payment is made to the Contractor.

3.08 **Warranty**. The Contractor shall guarantee all work performed for a period of one (1) year from the date of final acceptance by the County. The Contractor shall furnish the County all manufacturers' and suppliers' warranties covering materials and equipment furnished under the resulting Work Order.

3.09 **Responsibility of the Contractor**.

3.09.1 The Contractor shall be responsible for the professional and technical accuracy of all services furnished by the Contractor and its subcontractors under this Contract.

3.09.2 The Contractor shall provide the name, address and phone number of its designated Project Manager prior to the issuance of any Work Order, and may change the Project Manager by providing written notice to the County.

3.09.3 The Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies in the Work on the Project.

3.09.4 The Contractor shall serve as an expert witness for the County in any legal proceedings arising in connection with this Contract, if the County so requests.

3.09.5 The Contractor shall maintain a valid contractor's license and insurance for all work specified in the Work Orders at all times during the term of this Contract.

3.10 **Representative of County**. All services authorized under this Contract shall be under the direction of the County Representative, who shall have final decision authority for all phases of the services, including general direction, review and approval of the services.

3.11 **Representative of Contractor**. Contractor shall, at all times during the normal work week, designate or appoint, one or more Project Managers who are authorized to act on behalf of Contractor regarding all matters involving the conduct of the performance pursuant to this

Contract and the Work Orders, and shall keep the County Project Manager continually advised of such designation.

3.12 **Change in Scope of Services**. The County may order changes in the service consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor to change the amount of compensation of the Contractor or other adjustments to the Work Order, unless such changes or adjustments have been made by written amendment to the Work Order ("Change Order") and duly executed by the County. If the Contractor believes that any particular service is not within the scope of services described in the Work Order, is a material change, or will otherwise require more compensation to the Contractor, the Contractor shall immediately notify the County Project Manager in writing, of this belief. If the County Project Manager determines that the particular work is within the scope of the Work Order, the Contractor shall continue with the work at the cost stated for the work within the scope. The Contractor shall assert a right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order and the assertion shall be written and shall be sent in accordance with the notice requirements of Section 13.03 - Notice.

3.13 **Continuing the Work**. The Contractor shall carry on the work and adhere to the progress schedule during all disputes of this Contract with the County. No work shall be delayed or postponed pending resolution of any disputes of this Contract, except as specifically set forth herein, or as the County and Contractor may otherwise agree in writing.

3.14 **F.O.B. Point**. The F.O.B. point for this contract and for all purchases made under it shall be the location of the Project as specified in the specification or Work Order. Delivery shall not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County.

3.15 **Use of Premises**. The Contractor shall assume responsibility for any physical damages that are a direct result of the performance of the Work. During the progress of the Work, the Contractor shall keep the Project site free from accumulations of waste materials resulting from the Project. At the completion of the Project, the Contractor shall remove, at its expense, all waste materials to receptacles provided by the Contractor or the County, if any, as well as tools, appliances, equipment, machinery and/or surplus materials. The Contractor shall leave the site clean, restoring to its original condition or the condition specified in the Work Order.

3.16 **Time is of the Essence**. Time is of the essence for each Work Order issued under this Contract and all Projects performed in accordance herewith.

ARTICLE 4 - COMPENSATION AND PAYMENTS

4.01 **Compensation**. As consideration of the Contractor satisfactorily completing the Project in accordance with the terms and conditions of this Contract and the Work Order, the County agrees to pay the Contractor as set forth in the Work Order.

4.02 **Payments**.

4.02.1 Based upon an invoice submitted to the County Project Manager by the Contractor and approved by the County, the County shall make progress payments to the Contractor as provided in the Work Order. If retainage is applicable, Work Orders shall provide that five (5%) of each payment shall be withheld as retainage and final retainage shall not be paid until the Project is accepted by the County, including the completion of any punch list items described in Section 3.05.

4.02.2 The invoice for progress payments shall be submitted in accordance with the draw schedule established in the Work Order. The Contractor shall submit an invoice for progress payment for the County Project Manager's approval in a form acceptable to the County. Each such invoice for payment shall set forth the value of all work completed.

4.02.3 In each invoice for progress payment, the Contractor shall certify as follows:

4.02.3.1 There are no known mechanic's or materialmen's liens outstanding at the date of this invoice; all due and payable bills with respect to the Project have been paid to date or shall be paid from the proceeds of this invoice for payment;

4.02.3.2 There is no known basis for the filing of any mechanic's or materialmen's liens on the Project; and waivers from all subcontractor's and materialmen employed by the Contractor have been or will be obtained in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida;

4.02.3.3 All improvements have been installed in accordance with the Work Order and related contract documents (except where noted or agreed upon in writing by the County pursuant to an approved Change Order); and

4.02.3.4 No encroachments into the designated set-back lines and right of way, as stipulated in the Work Order and any Change Order, exist.

4.02.4 Beginning with the second invoice for progress payment, the Contractor shall also deliver with each such invoice, as a condition precedent to payment thereof, waivers of lien for each of its subcontractors, current through the effective date of the previous invoice for payment. The Contractor may, if any subcontractor or supplier refuses to furnish a release in full, furnish a bond satisfactory to the County against any lien.

4.02.5 The County shall promptly review each invoice for progress payment and make such exceptions, as the County reasonably deems necessary or appropriate under the state of circumstances then prevailing.

4.02.6 Based upon the approved invoice of progress payment, the County shall make payment to Contractor in the amount approved, subject, however, to the provisions of paragraph 7, hereof. The payment of any invoice for progress payment by the County, including the

final invoice, does not constitute approval or acceptance of that part of the Project to which such payment relates or relieve the Contractor of any of it obligations hereunder with respect hereto.

4.02.7 Any provisions hereof to the contrary notwithstanding, the County shall not be obligated to make current payment to the Contractor hereunder if any one of the following conditions exists:

4.02.7.1 The Contractor fails to diligently prosecute the work in an efficient, timely, and workmanlike manner and in strict accordance with the provisions of the Contract Documents; or

4.02.7.2 The Contractor fails to use an adequate number of qualified personnel and sufficient equipment to complete the Project without undue delay; or

4.02.7.3 The Contractor fails to make prompt payments to its subcontractors, suppliers, materialmen, or laborers; or

4.02.7.4 Any part of such payment to the Contractor is attributable to work which is defective or not performed in accordance with the drawings and specifications; provided, however, such payment shall be made as to the part thereof attributable to work which is performed in accordance with the drawings and specifications and is not defective; or

4.02.7.5 The Contractor is otherwise in default of any of its obligations hereunder or otherwise is in default under any of its contractual requirements.

4.02.8 In the event that the County requires the Contractor to provide Performance and Payment Bonds, the County agrees to pay the Contractor, by County's check, the invoice or proposal cost of those Bonds (whichever is less), not to exceed the price quoted in the Bid.

4.02.9 For changes in the Work, ordered by the County, the Contract Price shall be adjusted accordingly as set forth in Section 3.12.

4.02.10 Any discrepancies between the County's records and the Contractor's submittals must be rectified, to County's satisfaction, by the Contractor before the County makes payment on those items. The Contractor shall only issue invoices for services rendered. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed two percent (2%) per month on all undisputed invoices not paid within thirty (30) Days after receipt and acceptance of the service, and receipt by the County of a properly completed invoice, whichever is later. Invoices for payments hereunder shall be submitted to the address indicated in the work order.

4.02.11 To be deemed proper, all invoices shall comply with the requirements set forth in this Contract and shall be submitted on the form and pursuant to instructions prescribed by the County.

4.03 **Internal Revenue Service Form (1099MISC).** During the term of this Contract, the County shall file and provide the Contractor a copy of Internal Revenue Service (IRS) Form 1099-MISC after the close of each calendar year as required by law.

ARTICLE 5 - PERSONNEL OF CONTRACTOR

5.01 **Supervision**. The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties as set forth herein. The Contractor shall hire, compensate, supervise, and terminate members of its work force, and the Contractor shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform. The Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or subcontractor's wages or salaries. Benefits, if any, for the Contractor's employees and/or subcontractors shall be the responsibility of the Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation.

5.02 **Applicable Laws**. Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

5.03 **Right of Rejection**. During the term of this Contract, the County shall have the right of reasonable rejection and approval of the staff of the Contractor or other representatives assigned to the work by the Contractor. If the County reasonably rejects the staff or representative of the Contractor, Contractor shall provide replacement satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees or others working on behalf of the Contractor are the sole responsibility of the Contractor.

5.04 **Employment of Illegal Aliens**. The Contractor certifies that it does not and will not, during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

5.05 **Nondiscrimination and Americans with Disabilities Act**. Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Contract, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and

employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

5.05.1 In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the county's ADA Coordinator at 386-248-1760 for assistance, at least two business days before any meeting date. Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the county's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II). Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

5.06 **Fair Labor Standards Act**. The Contractor and any Subcontractor shall pay all employees working on this Contract, not less than the minimum wage specified in the Fair Labor Standards Act, as amended.

5.07 **Drug-Free and Smoke-Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that its personnel and the personnel of each of its subcontractors agree to adhere to the County's policies on drug-free and smoke-free work place during the term of this Contract.

ARTICLE 6 - CONTRACTOR AS INDEPENDENT CONTRACTOR

6.01 The Contractor shall provide the services required herein strictly in an independent Contractual relationship with the County and, except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. The County shall not provide vehicles or equipment to the Contractor to perform the duties required by this Contract nor will the County pay for any business, travel, office, or training expense or any other contract performance expense not specifically set forth in the Scope of Services. The Contractor is not exclusively bound to the County and may provide service to other private and public entities as long as the service by the Contractor for such entities does not conflict with the Contractor's services to the County.

ARTICLE 7 - SUBCONTRACTORS

7.01 **Prior Approval**. In the event the Contractor, during the course of the work under this Contract, requires the services of any subcontractors, suppliers, other persons or organizations in connection with service covered by this Contract, the Contractor must secure the prior written approval of the County. The County's acceptance of any such subcontractors, suppliers, other persons or organization so identified, may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the County of any such subcontractor, supplier, other person or organization shall

constitute a waiver of any right of the County to reject defective work. Contractor shall remain fully responsible for the services of said subcontractors, suppliers, other persons or organizations.

7.02 **License**. Subcontractor's license shall be valid at all times during the course of work for the County. Contractor shall be responsible for ensuring that the subcontractors' licenses are valid during the performance of work for the County.

ARTICLE 8 - INSURANCE

8.01 **Required Types of Insurance.** The Contractor shall purchase and maintain at its own expense, during the term of this Contract the types and amounts of insurance with limits no less than those shown on Exhibit B, in the form and from companies satisfactory to the County.

ARTICLE 9 - DELIVERABLES AND STANDARDS

9.01 **Deliverables.** The Contractor shall deliver to the County any and all reports and any other deliverable required under Work Order in a format approved by the County.

9.02 **Failure to Deliver**. In the event of failure of the Contractor to deliver services in accordance with the terms and conditions of this Contract, the County, after due written notice, may procure the services from other sources. This remedy shall be in addition to any other remedies that the County may have.

9.03 **Standards**. The Contractor shall be responsible for the professional quality and the accuracy of all deliverables and services provided under this Contract and shall, without additional compensation, correct any errors in the same. Deliverables prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in this Contract, be thoroughly researched for accuracy of content, be grammatically correct and not contain errors, be numerically accurate, be submitted in the format approved in advance by the County Project Manager, and be submitted for advance review and comment by the County Project Manager. The cost of correcting errors, correcting report data, or making other revisions required to bring the deliverable into compliance with the requirements of this Contract shall be borne solely by the Contractor.

ARTICLE 10 - TERM AND TERMINATION

10.01 **Term.** Subject to the termination provisions contained in this Contract, the term of this Contract shall commence as of the Effective Date and continue for a period of one year. Two (2) additional one-year renewals are allowable upon County discretion and upon mutual approval of the County Council and awarded contractors. This Contract shall also be automatically extended to include the Completion Date of any Work Order issued during the term of the Contract.

10.02 **Termination**. The performance of Services under this Contract may be terminated by the County in accordance with this Article 10 - Term and Termination, in whole or in part from time to time,

for (1) a material breach; (2) nonappropriation of funds; or, (3) for convenience upon at least thirty (30) calendar days, prior written notice to Contractor whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under this Contract is terminated, and the subsequent date upon which such termination becomes effective subject to the provisions of this Article 10 – Terms and Termination.

10.03 After receipt of a Notice of Termination, and except as otherwise directed by the County, the Contractor shall:

10.03.1 Stop work under this Contract on the date and to the extent specified in the Notice of Termination.

10.03.2 Place no further orders or subcontracts for materials, Services or Work or facilities, except as may be necessary for completion of such portion of the Work under this Contract, as it is not terminated.

10.03.3 Terminate all orders and subcontracts to the extent that they relate to the performance of Services or Work terminated by the Notice of Termination.

10.03.4 Assign to the County, in the manner, at the times and to the extent directed by the County, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

10.03.5 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of Article 10 - Term and Termination.

10.03.6 Transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County:

10.03.6.1 The designs, specifications, reports, studies, plans, bulletins, schedules, estimates, other documentation and/or other Work-in-process, completed Work or Services, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work or Services terminated by the Notice of Termination; and,

10.03.6.2 The completed or partially completed designs, specifications, reports, studies, plans, bulletins, schedules, estimates or other documentation which, if this Contract has been completed, would have been required to be furnished to the County.

10.03.7 Complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.

10.04 After receipt of such Notice of Termination, the Contractor shall submit to the County its termination claim, in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

10.05 Subject to the provisions of Article 10 – Term and Termination, the Contractor and the County may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to Article 10 – Term and Termination which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. As such, this Contract shall be amended accordingly and the Contractor shall be paid the agreed amount. Nothing herein, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the County to agree upon the whole amount to be paid to the Contractor by reason of the termination of Work or Services, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor.

10.06 In the event of the failure of the Contractor and the County to agree as provided herein upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to Article 10 – Term and Termination, the County shall pay to the Contractor the amounts determined by the County as follows, but without duplication of any amounts already agreed upon by the parties or previously paid to the Contractor.

10.06.1 For completed Work or Services accepted by the County, the compensation specified in this Contract for such Work, less any payments previously made.

10.07 **Force Majeure**. Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Contract, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

10.07.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

10.07.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

10.07.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Contract.

10.08 If, after Notice of Termination of this Contract for default, it is determined for any reason that the Contractor was not in default or that the default was excusable under the provisions of paragraph above, the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued pursuant to this Article 10 – Term and Termination.

10.09 Any provision of this Contract that imposes or contemplates continuing obligations on a party, will survive the expiration or termination of this Contract.

ARTICLE 11 - LIMITATION OF LIABILITY

11.01 **Sovereign Immunity**. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

11.02 **No Third Party Beneficiaries**. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11.03 **INDEMNIFICATION**.

11.03.1 **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, and volunteers from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or its subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor's obligations under this Contract.

11.03.2 In all claims against County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-

elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status, and any employee of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be held legally liable, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, or any contractor, subcontractor or sub-subcontractor thereof under Florida's Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

11.03.3 Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

11.03.4 The indemnification requirements stated in subsection 11.03.1 and 11.03.2 herein shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the County's sovereign immunity.

11.04 In no event shall Contractor or County be liable for consequential, special, incidental, indirect, exemplary, or punitive damages.

11.05 **Claims Notice**. The CM/GC shall timely report in writing to the County's Director of Risk Management any incident which it believes might result in claims against the County under any of the coverage's mentioned herein.

Name:	County of Volusia
	Human Resources Division/Risk Management
Address:	125 West New York Avenue, Suite 141
	DeLand, Florida 32720
Telephone:	(386) 736-5963
Fax:	(386) 822-5006

ARTICLE 12 - COUNTY GOVERNMENT POLICIES

12.01 **Modifications Due To Public Welfare or Change in Law**. The County shall have the power to make changes in this Contract as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on Contractor under this Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give Contractor notice of any proposed change and an opportunity to be heard concerning those matters. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of Contractor, or the benefits to the County, then this Contract shall be amended consistent therewith. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to

this Contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law.

12.02 **Compliance with Laws.**

12.02.1 The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders and decrees. The Contractor shall protect and indemnify County and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by bidder, its representatives, sub-contractors, sub-Contractors, professional associates, agents, servants, or employees.

12.02.2 All licenses and permits required to perform Contractor's duties under this contract whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Contractor's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of this contract. Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Contract. Contractor shall protect and indemnify County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Contract from the federal government, State of Florida, County of Volusia, or municipalities when legally required and maintain same in full force and effect during the term of this Contract.

12.03 **Truth-In-Negotiation Certificate**. The signature on this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual Unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of Contracting.

12.04 **Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing

and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

12.04.1 Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.

12.04.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

12.04.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the County.

12.04.4 Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

12.04.5 Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Consultant receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

12.04.6 Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

12.04.7 Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County.

Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by

Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

12.05 **Financial Records**. Contractor agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. County shall have the right to audit the books, records, and accounts of Contractor that are directly related to the Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be County's responsibility to notify Contractor of the pendency of such audit. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

12.06 **Audit Right and Retention of Records.** Contractor agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. County shall have the right to audit the books, records, and accounts of Contractor that are directly related to the Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Public Records Act (if applicable, or, if the Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Public Records Act is determined by County to be applicable to Contractor' records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

12.07 **Payments Subject to Appropriation**. Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Contract, cancellation shall be accepted by Contractor with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the County due to non-appropriation shall be without a termination charge by Contractor. County shall not be obligated to pay Contractor under this Contract beyond the date of termination except as set forth in Article 10 – Terms and Termination. County's obligation to pay Contractor is limited to the budgeted

amount for a fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation set forth in Article 4 – Compensation and Payments.

12.08 **Prohibition Against Contingent Fees.**

12.08.1 The Contractor warrants that he or she or it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that he or she or it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, compensation, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate this Contract without liability and, at its sole discretion, to deduct from the contract price or compensation for a one or more Work Orders, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

12.08.2 Contractor understands any acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

12.08.3 Any County official, agent or employee who offers to solicit or secure, or solicits or secures, a contract for services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the County and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statues.

12.09 **No Code Violation or Past Due Debt**. Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Volusia County Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Contract and the County shall have the right to terminate this Contract as set forth herein.

12.10 **Changes Due to Public Welfare**. The County and Contractor agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.

12.11 **Background Checks**. Contractor and County understand that certain areas of the County's premises may not be available to Contractor's personnel without background checks and that such access is not required to perform the services contemplated by this Contract.

12.11.1 Nothing contained in this Contract shall relieve the Contractor or its subcontractors from conducting Level 1 background checks as defined in Chapter 435, Florida Statutes on any of their employees or agents who perform work on any job site under this Contract. Contractor acknowledges that by its execution of this Contract, it is certifying that Level 1 background checks of all its subcontractor's employees or agents hired have been verified prior to performance of any work under this Contracts.

12.12 **Disadvantaged Business Enterprises Participation**. The Contractor will appraise itself of and comply with all applicable laws concerning contracts with small business concerns owned and controlled by socially and economically disadvantaged individuals and all applicable labor wages rates and scales. In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 CFR, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, 49 CFR, Part 23, and Volusia County Ordinances (Municipal code section 2-269, County Ordinance No. 90-20, § 9,5-17-90), participation by Disadvantaged and Women Business Enterprises ("D&WBE") in the Project shall be affirmatively assured by the Contractor.. DBE shall be afforded full opportunity to submit proposals in response to invitations to bid and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. It is the County's goal that the D&WBE participation for the Project is at least ten percent (10%).

12.13 **Assignment.** Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US $500.00).

Failure by the Contractor to obtain the County's consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without amendment to the Contract.

12.14 **E-verify**. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the

remaining term of the Contract, including Subcontractors. If and to the extent the Contract meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Contract as if fully set forth herein.

12.14.1 The Contractor covenants and agrees that if the County has a good faith belief that Contractor has knowingly violated or if Contractor is found to have violated this Section 3.1; Section 446.09(1), Florida Statutes; Section 446.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such shall be a material breach of this Contract by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County; (iii) the County may terminate this Contract immediately and without penalty and such termination shall not be or be considered a breach of this Contract; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Contractor acknowledges and understands that if the County terminates this Contract in accordance with this Section 3.1, the Contractor shall be ineligible for award of a public contract for at least 1 year after the date on which the Contract was terminated.

12.14.2 Any subcontract entered into by Contractor with any Subcontractor performing work under this Contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract." In accordance with Florida law, if Contractor enters into a subcontract to perform work under this Contract, Contractor shall require from said subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and Contractor shall maintain a copy of such affidavit for the duration of this Contract and/or the contract with the subcontractor, whichever is longer. Contractor acknowledges and agrees that if the County has a good faith belief that a subcontractor knowingly violated this Section 3.37 or Sections 446.09(1) or 446.095 of the Florida Statutes, but also has a good faith belief that Contractor otherwise complied with this Section 3.1 and applicable law, the County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Failure to comply with said order shall constitute a violation of this Section 3.1 and the terms of Section 3.1.2 shall apply.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.01 **Entire Contract**. This Contract constitutes the entire contract between the parties. There are no understandings or Contracts related hereto other than those which are expressed herein, and all prior negotiations, Contracts, and understandings, whether oral or written, are superseded by this Contract, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

13.02 **Notice**. All notice required under this Contract shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by

hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of County:	**with a copies of legal notices to:**
County of Volusia Attn: Director of Purchasing and Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720 Phone: (386) 736-5935 Fax: (386) 736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of Contractor:	**with a copy of legal notices to:**
MASCI GENERAL CONTRACTOR, INC. Attn: Leticia M. Ferreira, Vice President Address: 5752 South Ridgewood Avenue Port Orange, Florida 32127 Phone: 386-322-4500	MASCI GENERAL CONTRACTOR, INC. Attn: Leticia M. Ferreira, Vice President Address: 5752 South Ridgewood Avenue Port Orange, Florida 32127 Phone: 386-322-4500

13.03 **Governing Law**. The laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida, shall govern this Contract. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida and Code of Ordinances of County of Volusia, without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

13.04 **Venue and Jurisdiction**. The venue for any litigation between the parties arising under this Contract shall be exclusively in the County of Volusia, Florida, unless the litigation is exclusively cognizable in federal court and venue shall then be exclusively in the United States District Court, Middle District of Florida in Orlando, Florida. Each party hereby agrees to submit to the personal jurisdiction of theses courts for any lawsuits filed there against such party arising under or in connection with this Contract.

13.05 **Waiver of Jury Trial**. Contractor and County hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to the Contract for any litigation limited solely to the parties of the Contract.

13.06 **Attorneys Fees and Costs**. Each party shall pay its own costs and attorney's fees relating to any dispute, mediation or litigation arising out of this Contract.

13.07 **Severability**. If any provision of this Contract shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction

over this Contract, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Contract shall remain in full force and effect unless County or Contractor elect to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) Days after the finding by the court becomes final. Prior to terminating this Contract, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

13.08 **Waiver**. Failure by either party or both parties to enforce any provision of the Contract shall not be deemed a waiver of such provision or modification of the Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract.

13.09 **Amendment**. No modification, amendment, change order, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Contract and executed by a duly authorized official of each party.

13.10 **Headings**. Any paragraph and/or section headings used in this Contract are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Contract.

13.11 **Public Entity Crime and Discriminatory Vendor List**. Pursuant to Florida Statutory requirements, Contractor is hereby notified of the contents of the following statutory provision:

13.11.1 **Section 287.133(2)(a)(as amended)**: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

13.11.2 **Section 287.133(2)(b)(as amended)**: A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

13.11.3 **Section 287.134(2)(a)(as amended)**: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity.

13.11.4 **Section 287.134(2)(b)(as amended)**: A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

13.11.5 By signing this Contract, the Contractor represents and warrants that it is not violating Section 287.133, Florida Statutes, or Section 287.134, Florida Statutes.

13.11.6 In addition to the foregoing, the Contractor represents and warrants that Contractor is not under investigation for violation of such statutes and should Contractor prepare to use a subcontractor or professional associate, Contractor shall require such subcontractor or professional associate to sign an affidavit that the individual or entity is not under investigation nor in violation of these statutes.

13.11.7 The Contractor shall send to each labor organization or representative of workers with which the Contractor has a collective bargaining contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

13.11.8 The Contractor shall include this section 3 clause in every subcontract subject to compliance with regulations 24 CFR Part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor shall not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

13.11.9 The Contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the lowest responsible/responsive quote is selected but before the contract is executed, and (2) with persons other that those to whom the

regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractors obligations under 24 CFR Part 135.

13.12 **Lead Based Paint Prevention Act (34 CFR, Part 35).** The Contractor covenants and agrees that it shall comply with the Lead Based Paint Prevention Act (34 CFR, Part 35), which requires prohibition of the use of lead-based paint in renovation, modernization structures, or other improvement activities.

13.13 **Anti-Lobbying**. To the best of the County's knowledge and belief:

13.13.1 No Federal appropriated funds have been paid or shall be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

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

13.14 **Safety**. The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the bidder, subcontractor, or supplier's failure to comply with the regulations.

13.15 **Material Safety Data Sheet**. In accordance with Chapter 442 of the Florida Statutes, it is the Contractor's responsibility to identify and to provide to the County a Material Safety Data Sheet for any material as may apply to this contract.

13.16 **New Material**. The Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this contract are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.

13.17 **Compliance with FEMA 2 CFR 200.317-326 and Appendix II Contract Provisions:**

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

13.18 **Scrutinized Companies, FL Statue Section 287.135 and 215.473.** Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must have submitted the certification form with their response to County Solicitation No. 22-SQ-151SR. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties have made and executed this Contract, the day and year written below.

Vendor acknowledges that _____ (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

Attest:

George Recktenwald
County Manager

Date: 12/14/2022

COUNTY OF VOLUSIA

BY: For Barbara Girtman
Jeffrey S. Brower
County Chair

Date: 12/06/2022

County Council Approval Date: 12/06/2022

Attest:

Signature

Maria Masci, Secretary
Name and Title

Date: 11/9/25

MASCI GENERAL CONTRACTOR, INC.

BY:

Signature

Letitia M Ferreira, VP
Name and Title

Date: 11/9/25

DocuSign Envelope ID: A9F87E6E-FE37-4681-BE8F-DD05CA6E5496

Rev 01/26/22

SIGNATURE REQUEST ROUTING FORM

Please review, sign, and return to the Purchasing & Contracts Division for further handling. Call us at ext. 12810. *Thank You!*

Director of Purchasing & Contracts: Pamela Wilsky

DocuSigned by: Pamela Wilsky F6F72DB48FB548A...

Signature 4/24/2024 | 14:15:18 EDT **Date**

Department & Director's Names:

Signature - By N/A, See attached request form **Date**

☒	**County Manager**	*George Recktenwald*
☐	**County Chair**	*Jeffrey S. Brower*
☐	**Deputy County Manager**	*Suzanne Konchan*
☐	**Other:**	

CGI RQS no. *(if applicable)*: 750-1798

Bid/Contract/Project No.: 22-SQ-151SR, PC3494, WO 3 **Document Amount:** $1,610,884.04

Project Name: Countywide Road Resurfacing FY24, Phase 1

Company Name: Masci General Contractor, Inc.

Document Description: Work Order

Council Approval Date: 12/06/2022 **Agenda Item #:** 06 **File #:** 10378

Remarks: ☐ *Due to a voluminous and detailed scope of services, a copy of the fully executed contract with applicable exhibits and the same terms and conditions described in the solicitation is available for review in the Purchasing & Contracts division.*

☐ *Exhibits for review in Purchasing and Contracts*

Notes: Masci General Contractor, Inc., is the lowest price out of the three (3) pre-qualified Contractors awarded this Contract.

Questions? Please call: Shaira D. Resto **at ext.** 15771

DocuSign Envelope ID: A9F87E6E-FE37-4681-BE8F-DD05CA6E5496

Revised 11/16/2022

WORK ORDER REQUEST

(Please complete this form and submit with the corresponding documents)

Volusia County FLORIDA

4/16/24

Solicitation Number: ..... **22 - SQ – 151SR**

Solicitation Title: ..... **Road Resurfacing Services**

Project Title: ..... **Countywide Resurfacing FY24 – Phase 1**

Company Name: ..... **Masci General Contractor, Inc.**

Contact Person's Name: ..... **Leticia M. Masci Ferreira, Vice President**

Contact Person's Phone: ..... **386-322-4500**, ext. _____ E-mail: ..... **leticiamasci@mascigc.com**

Work Order amount:..... ☒ Lump Sum ☐ Not-to-Exceed ..... $ **1,610,884.04**

Time to bring construction to completion:..... Substantial: ___ days Final: **90** days

Liquidated Damages (actual damages sustained due to delays): $**1,699.00** per day

NOTE: ***If the total cost exceeds $125,000, a separate solicitation is required.***

Requesting Dept./Div.: ..... **Public Works / Road & Bridge**

Dept./Div. Project Manager: ..... **Lori Koontz, Road & Bridge Director**

Dept./Div. Project Manager Phone #/Ext: ..... **386-822-6422**, ext. **20455**

Account no. for the Project:..... **103 - 750 - 4330 - 4690**

Required Documents: Proposal from contractor, including the scope of work and cost breakdown.

Signatures are ***REQUIRED*** before submission to the Purchasing & Contracts Division:

Project Manager	4/16/2024 Date	Dept./Div. Director or Designee	4/16/2024 Date
*Using department's approval of budgetary/financial compliance: (*Approve within Using Department. Do NOT send to Budget Department.*)		Signature	4/16/24 Date

Enter the COMPLETED, *FULLY SIGNED* ORIGINAL WORK ORDER REQUEST as an RQS into CGI 3.11 with the required documents as attachments.

J:\R&B\WORK_SPACE\USERS\LKoontz\Resurfacing\FY24 Program\Phase 1\WO Request Form_CW RSF FY24 Ph 1_Masci.docx

DocuSign Envelope ID: A9F87E6E-FE37-4681-BE8F-DD05CA6E5496

File Number: 10378

Date: 12/06/2022	**AGENDA ITEM**	**Item:** 06

[] Ordinance	[] Resolution	[] Budget Resolution	[X] Other

County Goals

[]	Thriving Communities	[]	Economic & Financial Vitality	[]	Excellence In Government	[X]	NA

Department: Public Works
Division: Road and Bridge

Subject: Award of contract to multiple firms for Professional Contractors for Road Resurfacing Services, 22-SQ-151SR.

Benjamin Bartlett Department Approval	Pamela Wilsky Approved in Accordance with Purchasing Policies and Procedures	Legal Heather Wallace Assistant County Attorney Approved as to Form and Legality	County Manager's Office Aaron Van Kleeck Proxy for Ryan Ossowski Chief Financial Officer
Lori Koontz Director Stormwater/Road and Bridge Division Approval	Aaron Van Kleeck Approved as to Budget Requirements		

Council Action:

Modification:

Fund Number(s):	**Description:**	**Amount:**
103 County Transportation Trust	103-750-4330 (Expenditure: FY23 Resurfacing)	$5,950,000.00

Total Item Budget: $5,950,000.00

Staff Contact(s):	**Phone:**	**Ext.**
Benjamin Bartlett	386 736 5341	12712
Lori Koontz	386 822 6422	20455

Summary/Highlights:
The County received three (3) responses to statement of qualification, detailed on the attached tabulation sheet, for Professional Contractors for Road Resurfacing Services.

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An evaluation committee comprised of Lori Koontz, Director, Road & Bridge; James Corbett, Director, Facilities Management; Jessica Fentress, Director, Coastal; Tadd Kasbeer, Director, County Engineer, Engineering & Construction; and Regina Montgomery, Director, Solid Waste, reviewed the responses and selected the following contractors for award:

1. Halifax Paving, Inc., Ormond Beach;
2. Masci General Contractor, Inc., Port Orange; and
3. P & S Paving, Inc., Daytona Beach.

Award will be for three (3) years with two (2) one-year renewals permissible upon county council approval.

One of the substantively identical contracts is attached for consideration. A copy of all the awarded contracts and exhibits are available for review in the purchasing and contracts division. Authorization of services shall be via work orders. Each project will be bid amongst the three contractors and awarded to lowest responsive and responsible bidder in accordance with the county council
approved annual budget for countywide resurfacing projects. The County Manager will approve all work orders.

Recommended Motion: Approval.

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WORK ORDER

COUNTY OF VOLUSIA, FLORIDA

Contract No.: 22-SQ-151SR
Work Order No: 3
PC No.: PC3494
Purchasing Agent: Shaira D. Resto

Project Title: Countywide Resurfacing FY 24 – Phase 1

Contractor: Masci General Contractor, Inc.
Address: 5752 South Ridgewood Avenue
Port Orange, Florida 32127

ATTACHMENTS TO THIS WORK ORDER:
[X] drawings/plans/specifications
[X] scope of services
[X] special conditions
[ ] _____

METHOD OF COMPENSATION:
[X] lump sum basis
[ ] time basis-not-to-exceed
[ ] retainage shall be withheld

PURPOSE: This is an attachment to the Contract for Professional Contractors for Road Resurfacing Services dated December 14, 2022, between the County of Volusia (COUNTY) and the contracting firm of Masci General Contractor, Inc., (CONTRACTOR) and made a part thereof. The purpose of this Work Order is to specify the required work of the **CONTRACTOR**.

TIME FOR COMPLETION: This Work Order shall commence upon a Notice to Proceed and shall be completed within ninety (90) days of the Notice to Proceed. Failure to meet the completion date shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

LIQUIDATED DAMAGES: If applicable, should the Contractor fail to timely meet the Work requirements of the Project by the Completion Date, the parties hereto agree that as liquidated damages, and not as penalty, the Contractor shall pay to the County **ONE THOUSAND SIX HUNDRED NINETY-NINE DOLLARS and 00/100 ($1,699.00)** for each day after the Completion Date, until the Project is completed, as certified by the County Project Manager. The dollar amount for liquidated damages will be determined by the level of risk to the County. Liquidated damages will only be assessed to recover actual cost incurred by the County.

Work Order Amount: **ONE MILLION SIX HUNDRED TEN THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS AND 04/100 ($1,610,884.04)**

DocuSign Envelope ID: A9F87E6E-FE37-4681-BE8F-DD05CA6E5496

WORK ORDER

TERMS AND CONDITIONS

a) Except as herein modified, all terms and conditions of the cited original Contract (as previously amended, if applicable) shall remain in full force and effect for the term of the Contract as originally set forth in said Contract.

b) In accordance with the Contract, which states that any amendments shall be valid only when expressed in writing and duly signed by the parties, the parties desire to amend the cited Contract as indicated.

c) The Scope of Services attached to the cited Contract is attached as Exhibit "A" which is incorporated by this reference.

d) The CONTRACTOR shall provide said services pursuant to this Work Order, the cited Contract (as further amended, if applicable), and its Attachments, which are incorporated herein by reference as if they had been set out in their entirety.

e) It is expressly understood by the CONTRACTOR that this Work Order, until executed by the COUNTY, does not authorize any changes to the cited Contract and that the COUNTY, prior to its execution of the Work Order, reserves the right to cancel the Work Order without penalty if it is determined that to do so is in the best interest of the COUNTY.

f) The CONTRACTOR shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONTRACTOR upon execution by the COUNTY.

WORK ORDER

IN WITNESS WHEREOF, the parties have made and executed this Work Order the day and year first below written.

Vendor acknowledges that Leticia M. Ferreira (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

CONTRACTOR: MASCI GENERAL CONTRACTOR, INC.

DocuSigned by:
BY: Leticia M. Ferreira
2833A3E3BDD04C5...
(Signature)

BY: Leticia M. Ferreira
(Print Corporate Officer Name)

TITLE: Vice President

Date: 4/24/2024 | 11:31:30 PDT

ATTEST:
DocuSigned by:
Leo Masci
F7F0FC0BDC234E4...

Date: 5/6/2024 | 11:32:33 EDT

COUNTY OF VOLUSIA

DocuSigned by:
BY: George Recktenwald
2265F6E1E09043E...
George Recktenwald
County Manager

Date: 5/8/2024 | 14:52:13 EDT

ATTEST:
DocuSigned by:
Dana Johnson
C30FF4323F2A4BA...

Date: 5/13/2024 | 08:14:58 EDT

Exhibit A, Scope of Services and Fee

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BID PRICE SHEET
Road Resurfacing Services, 22-SQ-151SR
Countywide Resurfacing FY24 - Phase 1

Road Name	Road Length (feet)	Road Width (feet)	Total Square Yards (incl. radius paving)	Base Repair Cost	Concrete Curb Cost	Misc. Concrete Cost	Leveling Cost	Milling Cost (incl. hauling)	Resurfacing Cost	Temporary Striping Cost	Thermo Striping Cost (incl. RPM's)	VMS Cost	Total Cost Per Road
ARROYO PKWY	2,050	22	5,011	$ 44,550.00	no	no	no	$ 12,934.98	$ 71,541.48	$ 2,741.00	$ 3,574.00	$ 1,500.00	$ 136,841.46
CARDINAL BLVD	6,080	20	14,100	no	no	no	no	$ 35,044.00	$ 173,642.34	$ 13,835.00	$ 29,959.00	$ 1,500.00	$ 253,980.34
CAROLINA AV	2,620	21	6,510	no	no	no	$ 945.00	$ 15,275.00	$ 58,523.64	$ 3,397.00	$ 4,157.00	$ 1,500.00	$ 83,797.64
DAHLIA AV	240	21	600	no	no	no	no	$ 1,704.00	$ 7,821.00	$ 2,756.00	$ 3,757.00	$ 1,500.00	$ 17,538.00
DEMOTTE AV	274	21	760	no	no	no	no	$ 2,158.40	$ 8,693.89	$ 3,127.00	$ 4,552.00	$ 1,500.00	$ 20,031.29
EMILIA AV	248	22	795	no	no	no	no	$ 2,257.80	$ 8,883.26	$ 2,972.00	$ 3,997.00	$ 1,500.00	$ 19,610.06
LINDA AV	3,278	22	8,013	no	no	no	$ 215.00	$ 20,756.92	$ 108,589.69	$ 2,980.00	$ 4,048.00	$ 1,500.00	$ 138,089.61
MARCELLE AV	380	22	1,180	no	no	no	no	$ 3,351.20	$ 13,164.64	$ 4,336.00	$ 5,773.00	$ 1,500.00	$ 28,124.84
MYRTLE JO DR	2,390	21	6,134	no	no	no	no	$ 14,337.50	$ 65,445.31	$ 3,965.00	$ 5,122.00	$ 1,500.00	$ 90,369.81
NELSON AV	1,890	23	6,740	no	no	no	$ 675.00	$ 12,141.60	$ 77,949.38	$ 2,452.00	$ 4,329.00	$ 1,500.00	$ 99,046.98
OSAGE LN	945	22	2,430	no	$ 800.00	no	$ 2,025.00	$ 6,901.20	$ 34,146.98	$ 2,933.00	$ 3,495.00	$ 1,500.00	$ 51,801.18
OTTOWA LN	510	23	1,303	no	no	no	no	$ 3,700.52	$ 19,387.93	$ 2,933.00	$ 3,495.00	$ 1,500.00	$ 31,016.45
PHILLIS AV	234	22	650	no	no	no	no	$ 1,846.00	$ 7,252.38	$ 2,953.00	$ 3,905.00	$ 1,500.00	$ 17,456.38
PIUTE LN	620	23	1,584	no	no	no	no	$ 4,498.56	$ 23,569.24	$ 2,933.00	$ 3,495.00	$ 1,500.00	$ 35,995.80
S PENINSULA DR	665	21	1,560	no	no	no	no	$ 4,430.40	$ 17,404.10	$ 3,935.00	$ 5,950.00	$ 1,500.00	$ 33,219.50
SALINA LN	1,155	23	3,100	no	no	no	no	$ 7,804.00	$ 44,113.43	$ 2,953.00	$ 3,495.00	$ 1,500.00	$ 59,865.43
SANORA LN	1,492	23	6,813	no	no	no	no	$ 10,828.92	$ 54,718.17	$ 2,953.00	$ 3,495.00	$ 1,500.00	$ 73,495.09
SHOCKNEY DR	1,890	22	4,630	no	$ 40,000.00	$ 25,000.00	no	$ 12,723.40	$ 65,872.64	$ 3,995.00	$ 6,069.00	$ 1,500.00	$ 155,160.04
SUNNY PALM DR	2,185	23	6,425	no	$ 7,120.00	no	$ 215.00	$ 15,431.50	$ 81,842.60	$ 4,154.00	$ 7,668.00	$ 1,500.00	$ 117,931.10
VILLAGE LN	337	22	1,015	no	no	no	no	$ 2,882.60	$ 13,210.62	$ 2,942.00	$ 3,842.00	$ 1,500.00	$ 24,377.22
WOODCREST DR	1,980	24	5,810	no	no	no	no	$ 14,475.80	$ 85,440.42	$ 3,861.00	$ 4,553.00	$ 1,500.00	$ 109,830.22
Performan & Payment Bond (lump sum for Work Order)													$ 13,305.60
TOTAL BID													**$ 1,610,884.04**

Per unit cost for additional work within project limits:

Base Repair	$98.95	per square yard (estimated quantity between 200 SY and 800 SY)
Leveling	$41.20	per square yard (estimated quantity between 200 SY and 800 SY)
Profile Milling	$5.10	per square yard (estimated quantity between 200 SY and 800 SY)

Notes:

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BID PRICE SHEET
Road Resurfacing Services, 22-SQ-151SR
Countywide Resurfacing FY24 - Phase 1

Road Name	Road Length (feet)	Road Width (feet)	Total Square Yards (incl. radius paving)	Base Repair Cost	Concrete Curb Cost	Misc. Concrete Cost	Leveling Cost	Milling Cost (incl. hauling)	Resurfacing Cost	Temporary Striping Cost	Thermo Striping Cost (incl. RPM's)	VMS Cost	Total Cost Per Road

1. Contractor shall provide quantities and pricing for all roads to be considered responsive.
2. A Performance & Payment Bond for 100% of the Work Order will be required.
3. Quantities, when given, are for the convenience of the bidder and are not guaranteed to be complete. The Contractor shall assume all responsibility for estimating the size, kind, and quantity of materials and equipment included in work to be done under the terms of the Contract.
4. Contract time shall be **Ninety (90) calendar days** to complete project in its entirety. Time is based on Contract's production rates, 14-day cure time for thermoplastic striping, and additional time provided for concrete work.
5. Liquidated damages shall be included in the Work Order in accordance with FDOT specifications and Work Order's total amount.
6. Scope of Work, Technical Specifications, Work Plan with Location Maps, and Asphalt Core Report are included and will be attached to work order request.

The Contractor acknowledges that information provided in this bid is true and correct:

x _____
Authorized Signature

Leticia M. Masci Ferreira	Vice President
Printed Name	Title
Masci General Contracto Inc.	5752 S. Ridgewood Avenue, Port Orange, FL 32127
Company Name	Full Address
386-322-4500	leticiamasci@mascigc.com
Telephone No.	E-mail Address

From: Leticia Masci
To: Robert Falk
Cc: Leo Masci
Subject: [EX] FW: Subject: Work Order Request for Road Resurfacing Services, Contract No. 22-SQ-151SR, for Fiscal Year 24, Phase 1
Date: Monday, April 15, 2024 3:42:41 PM
Attachments: image001.png

CAUTION: This email originated from outside Volusia County's email system. **DO NOT CLICK** links or attachments unless you recognize the sender and/or know the content is safe.

Good afternoon Robert,

I hope all is well.

Masci agrees. Please send us the contract and we will work on attaining the bond.

Thank you,

Leticia M. Masci Ferreira
Vice President
MASCI
5752 S. Ridgewood Ave
Port Orange, FL 32127
386.322.4500 – Phone
386.322.4600 – Fax
386.322.4543 – Estimators Fax

*****Please make note of my new email address***** **leticiamasci@mascigc.com**

*****Please note our new Asphalt Plant located at 427 Timaquan Trail, Edgewater, FL 32132.*****

All DBE, MBE, & WBE subcontractors and materials suppliers are encouraged to participate. *Masci is an Equal Opportunity Employer.*

From: Masci Estimate <masciestimate@mascigc.com>
Sent: Monday, April 15, 2024 2:58 PM
To: Andres Masci <AndresMasci@mascigc.com>; Leo Masci <LeoMasci@mascigc.com>
Cc: Leticia Masci <LeticiaMasci@mascigc.com>

DocuSign Envelope ID: A9F87E6E-FE37-4681-BE8F-DD05CA6E5496

Subject: FW: Subject: Work Order Request for Road Resurfacing Services, Contract No. 22-SQ-151SR, for Fiscal Year 24, Phase 1

Please see below.

I'm using Adobe Acrobat.
Here's the CW RSF FY 24 PH 1_Masci Bid and Work Plan with comments.pdf for you to review.

Thank you,

Carol Stewart
Masci Estimating
MASCI General Contractors, Inc.
5752 S. Ridgewood Avenue
Port Orange, FL 32127
Office (386) 322-4500 ext. 101
Fax (386) 322-4543

All DBE, MBE, & WBE subcontractors and materials suppliers are encouraged to participate. *Masci is an Equal Opportunity Employer.*

*****Please note our Asphalt Plant located at 427 Timaquan Trail, Edgewater, FL 32132.*****

From: Robert Falk <RFalk@volusia.org>
Sent: Monday, April 15, 2024 2:57 PM
To: Leo Masci <LeoMasci@mascigc.com>
Cc: Masci Estimate <masciestimate@mascigc.com>
Subject: Subject: Work Order Request for Road Resurfacing Services, Contract No. 22-SQ-151SR, for Fiscal Year 24, Phase 1

Good afternoon, Masci General Contractor,

On April 11, 2024, bids were received for the referenced project. Your company was the apparent low bidder, and in reviewing your bid, there are 2 items that were included in the Work Plan specifications, but were not included in your bid pricing:

1. S Peninsula Dr: Base repair of 783 SY
2. Shockney Dr: Leveling of 1,250 SY

Attached for reference is the Work Plan with these items and quantities highlighted

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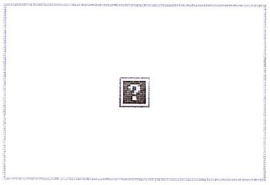
along with your bid that indicates "no" for the items.

As these items are included in the Work Plan, it is the county's intent to include this work as part of the awarded project. These items are not considered additional items to be incorporated into the Work Order after the bid opening nor shall a change order be issued to include these costs. Therefore, please review your bid and advise if the total bid price will include the necessary base repair and leveling as specified and that the project will be constructed in accordance with the work plan and specifications. You are reminded that the contract time for this project shall be ninety (90) calendar days to complete the project in its entirety, which also includes the 14-day cure time for thermoplastic striping.

As time is of the essence to begin the project, please reply by **5:00 p.m. on Tuesday, April 16, 2024**.

Thank you,



ROBERT FALK PE CFM
Engineer III Road & Bridge

A 3771 W. International Speedway Blvd Daytona Beach, FL 32124
P 386-239-6535 x20521
E rfalk@volusia.org | W www.volusia.org

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BID PRICE SHEET
Road Resurfacing Services, 22-SQ-151SR
Countywide Resurfacing FY24 - Phase 1

Road Name	Road Length (feet)	Road Width (feet)	Total Square Yards (incl. radius paving)	Base Repair Cost	Concrete Curb Cost	Misc. Concrete Cost	Leveling Cost	Milling Cost (incl. hauling)	Resurfacing Cost	Temporary Striping Cost	Thermo Striping Cost (incl. RPM's)	VMS Cost	Total Cost Per Road
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S PENINSULA DR	665	21	1,560	no	no	no	no	$ 4,430.40	$ 17,404.10	$ 3,935.00	$ 5,950.00	$ 1,500.00	$ 33,219.50
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SANORA LN	1,492	23	6,813	no	no	no	no	$ 10,828.92	$ 54,718.17	$ 2,953.00	$ 3,495.00	$ 1,500.00	$ 73,495.09
SHOCKNEY DR	1,890	22	4,630	no	$ 40,000.00	$ 25,000.00	no	$ 12,723.40	$ 65,872.64	$ 3,995.00	$ 6,069.00	$ 1,500.00	$ 155,160.04
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VILLAGE LN	337	22	1,015	no	no	no	no	$ 2,882.60	$ 13,210.62	$ 2,942.00	$ 3,842.00	$ 1,500.00	$ 24,377.22
WOODCREST DR	1,980	24	5,810	no	no	no	no	$ 14,475.80	$ 85,440.42	$ 3,861.00	$ 4,553.00	$ 1,500.00	$ 109,830.22
Performan & Payment Bond (lump sum for Work Order)													$ 13,305.60
TOTAL BID													**$ 1,610,884.04**

Per unit cost for additional work within project limits:

Base Repair	$98.95	per square yard (estimated quantity between 200 SY and 800 SY)
Leveling	$41.20	per square yard (estimated quantity between 200 SY and 800 SY)
Profile Milling	$5.10	per square yard (estimated quantity between 200 SY and 800 SY)

Items included in Work Plan and missing from Bid:
S Peninsula Dr: Base Repair - 783 SY
Shockney Dr: Leveling - 1,250 SY

Notes:

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BID PRICE SHEET
Road Resurfacing Services, 22-SQ-151SR
Countywide Resurfacing FY24 - Phase 1

Road Name	Road Length (feet)	Road Width (feet)	Total Square Yards (incl. radius paving)	Base Repair Cost	Concrete Curb Cost	Misc. Concrete Cost	Leveling Cost	Milling Cost (incl. hauling)	Resurfacing Cost	Temporary Striping Cost	Thermo Striping Cost (incl. RPM's)	VMS Cost	Total Cost Per Road

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4. Contract time shall be **Ninety (90) calendar days** to complete project in its entirety. Time is based on Contract's production rates, 14-day cure time for thermoplastic striping, and additional time provided for concrete work.
5. Liquidated damages shall be included in the Work Order in accordance with FDOT specifications and Work Order's total amount.
6. Scope of Work, Technical Specifications, Work Plan with Location Maps, and Asphalt Core Report are included and will be attached to work order request.

The Contractor acknowledges that information provided in this bid is true and correct:

x _____
Authorized Signature

Leticia M. Masci Ferreira	Vice President
Printed Name	Title
Masci General Contracto Inc.	5752 S. Ridgewood Avenue, Port Orange, FL 32127
Company Name	Full Address
386-322-4500	leticiamasci@mascigc.com
Telephone No.	E-mail Address

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Donald Heights - Ormond Beach

Road Name	From	To	Base Repair Y/N & quantity (SY)	Leveling Y/N & quantity (SY)	Milling Y/N & depth (inches)	Contractor Haul Millings to County location Y/N	Asphaltic Concrete Type	Resurfacing Thickness (inches)	Concrete Curb Repair Y/N & quantity (LF)	Temp Paint Y/N	Thermo-plastic Y/N	QA Core Y/N	VMS req'd Y/N & min. quantity (each)
Linda Av													
	Fleming Av	EOR	No	No	1.5"	Yes	FC-12.5 w/ 76-22 Modified Polymer	3"	No	Yes	Yes	Yes	Yes*
	Arroyo Pkwy	Fleming Av	No	9 SY	.75"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.5"	No	Yes	Yes	Yes	Yes*
	Golf Av	Arroyo Pkwy	No	No	1"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.5"	No	Yes	Yes	Yes	Yes*
Nelson Av													
	Arroyo Pkwy	Fleming Av	No	54 SY	1.5"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.75"	No	Yes	Yes	Yes	Yes*
	Golf Av	Arroyo Pkwy	No	No	1.25"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.5"	No	Yes	Yes	Yes	Yes*
Carolina Av													
	Arroyo Pkwy	Fleming Av	No	123 SY	1"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.25"	No	Yes	Yes	Yes	Yes*
	Golf Av	Arroyo Pkwy	No	No	1"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.25"	No	Yes	Yes	Yes	Yes*
Myrtle Jo Dr													
	Arroyo Pkwy	Fleming Av	No	No	1"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.5"	No	Yes	Yes	Yes	Yes*
	Woodcrest Dr	Arroyo Pkwy	No	No	1"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.5"	No	Yes	Yes	Yes	Yes*
Woodcrest Dr													
	Myrtle Jo Dr	Arroyo Pkwy	No	No	1.5"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.75"	No	Yes	Yes	Yes	Yes*
	Arroyo Pkwy	Fleming Av	No	No	2"	Yes	FC-12.5 w/ 76-22 Modified Polymer	2.25"	No	Yes	Yes	Yes	Yes*
Village Ln													
	Sunny Palm Dr	Woodcrest Dr	No	No	1.5"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.75"	No	Yes	Yes	Yes	Yes*
Sunny Palm Dr													
	Myrtle Jo Dr	Arroyo Pkwy	No	12 SY	1"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.5"	78LF	Yes	Yes	Yes	Yes*
	Arroyo Pkwy	Fleming Av	No	No	2"	Yes	FC-12.5 w/ 76-22 Modified Polymer	2"	No	Yes	Yes	Yes	Yes*
Arroyo Pkwy													
	S Nova Rd	EOR	973 SY	No	2"	Yes	FC-12.5 w/ 76-22 Modified Polymer	2"	No	Yes	Yes	Yes	Yes*

*** Minimum two (2) total VMS required for this area.**

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Volusia County FLORIDA

Halifax Plantation - Ormond Beach

Road Name	From	To	Base Repair Y/N & quantity (SY)	Leveling Y/N & quantity (SY)	Milling Y/N & depth (inches)	Contractor Haul Millings to County location Y/N	Asphaltic Concrete Type	Resurfacing Thickness (inches)	Concrete Curb Repair Y/N & quantity (LF)	Temp Paint Y/N	Thermo-plastic Y/N	QA Core Y/N	VMS req'd Y/N & min. quantity (each)
Osage Ln													
	Pecos Dr	Cul-de-sac**	No	45 SY	1.5"	Yes	FC-12.5 w/ 76-22 Modified Polymer	2"	20 LF	Yes	Yes	Yes	Yes*
Ottowa Ln													
	Pecos Dr	Cul-de-sac**	No	No	1.5"	Yes	FC-12.5 w/ 76-22 Modified Polymer	2"	No	Yes	Yes	Yes	Yes*
Piute Ln													
	Pecos Dr	Cul-de-sac**	No	No	1.5"	Yes	FC-12.5 w/ 76-22 Modified Polymer	2"	No	Yes	Yes	Yes	Yes*
Salina Ln													
	Pecos Dr	Sanora Ln	No	No	1.5"	Yes	FC-12.5 w/ 76-22 Modified Polymer	2"	No	Yes	Yes	Yes	Yes*
Sanora Ln													
	Pecos Dr	N&S Cul-de-sac **	No	No	1.5"	Yes	FC-12.5 w/ 76-22 Modified Polymer	2"	No	Yes	Yes	Yes	Yes*

*** Minimum two (2) total VMS required for this area.**

**** Cul-De-Sacs to be included in Resurfacing scope.**

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Volusia County
FLORIDA

Shockney Drive - Ormond Beach

Road Name	From	To	Base Repair Y/N & quantity (SY)	Leveling Y/N & quantity (SY)	Milling Y/N & depth (inches)	Contractor Haul Millings to County location Y/N	Asphaltic Concrete Type	Resurfacing Thickness (inches)	Concrete Curb Repair Y/N & quantity (LF)	Misc. Concrete 6" thickness (Driveway) **	Temp Paint Y/N	Thermo-plastic Y/N	QA Core Y/N	VMS req'd Y/N & min. quantity (each)
Shockney Dr														
	near 1052 Shockney Dr	End of County Maint - near 996	No	1,250 SY	2"	Yes	FC-12.5 w/ 76-22 Modified Polymer	2"	1000 LF	200 SY	Yes	Yes	Yes	Yes*

*** Minimum two (2) total VMS required for this area.**

**** Driveways to match existing width by eight feet (8') in depth.**

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Work Plan with Location Map

Contract No. 22-SQ-151SR
Countywide Resurfacing FY24, Phase 1

3/12/2024

Volusia County
FLORIDA

Wilbur-by-the-Sea

Road Name	From	To	Base Repair Y/N & quantity (SY)	Leveling Y/N & quantity (SY)	Milling Y/N & depth (inches)	Contractor Haul Millings to County location Y/N	Asphaltic Concrete Type	Resurfacing Thickness (inches)	Temp Paint Y/N	Thermo-plastic Y/N	QA Core Y/N	VMS req'd Y/N & min. quantity (each)
Cardinal Blvd												
	Dunlawton Blvd	Marcelle Ave	No	No	SB-1.5" NB-2"	Yes	FC-12.5 w/ 76-22 Modified Polymer	SB-1.5" NB-2"	Yes	Yes	Yes	Yes*
Emilia Ave												
	Cardinal Blvd	S Atlantic Ave	No	No	1.5"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.5"	Yes	Yes	Yes	Yes*
Phillis Ave												
	Cardinal Blvd	S Atlantic Ave	No	No	1.5"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.5"	Yes	Yes	Yes	Yes*
Dahlia Ave												
	Cardinal Blvd	S Atlantic Ave	No	No	1.5"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.5"	Yes	Yes	Yes	Yes*
Demotte Ave												
	Cardinal Blvd	S Atlantic Ave	No	No	1.5"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.5"	Yes	Yes	Yes	Yes*
Marcelle Ave												
	Cardinal Blvd	S Atlantic Ave	No	No	1.5"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.5"	Yes	Yes	Yes	Yes*
S Peninsula Dr												
	Mallard St	Heron St	Yes 783 SY	No	1.5"	Yes	FC-12.5 w/ 76-22 Modified Polymer	1.5"	Yes	Yes	Yes	Yes*

*** Minimum two (2) total VMS required for this area.**

DocuSign

Certificate Of Completion

Envelope Id: A9F87E6EFE374681BE8FDD05CA6E5496
Status: Completed
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Source Envelope:
Document Pages: 18
Signatures: 5
Certificate Pages: 5
Initials: 0
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Envelope Originator:
Shaira D. Resto
119 W. Indiana Ave.
DeLand, FL 32720
sresto@volusia.org
IP Address: 74.191.71.218

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sresto@volusia.org
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Pool: County of Volusia
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Leticia M. Ferreira LeticiaMasci@mascigc.com Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: Leticia M. Ferreira 2833A3E3BDD04C5... Signature Adoption: Pre-selected Style Using IP Address: 45.3.151.110	Sent: 4/24/2024 2:15:19 PM Viewed: 4/24/2024 2:30:24 PM Signed: 4/24/2024 2:31:30 PM
Electronic Record and Signature Disclosure: Accepted: 4/24/2024 2:30:24 PM ID: 446db733-4a41-4e9e-8189-bcfd39177daf		
Leo Masci Leomasci@mascigc.com Security Level: Email, Account Authentication (None)	DocuSigned by: Leo Masci F7F0FC0BBC234E4... Signature Adoption: Pre-selected Style Using IP Address: 45.3.151.110	Sent: 4/24/2024 2:31:31 PM Resent: 4/29/2024 10:11:23 AM Resent: 4/29/2024 10:29:05 AM Resent: 5/1/2024 10:37:38 AM Resent: 5/1/2024 2:49:01 PM Resent: 5/2/2024 10:42:37 AM Resent: 5/3/2024 9:33:37 AM Resent: 5/6/2024 10:56:21 AM Viewed: 5/6/2024 11:31:50 AM Signed: 5/6/2024 11:32:33 AM
Electronic Record and Signature Disclosure: Accepted: 5/6/2024 11:31:50 AM ID: 947e2146-0a87-4030-9438-8d676fd746d0		

Signer Events	Signature	Timestamp
George Recktenwald grecktenwald@volusia.org County Manager County of Volusia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: George Recktenwald 2265F6E1E09043E... Signature Adoption: Pre-selected Style Using IP Address: 74.191.71.218	Sent: 5/6/2024 1:20:40 PM Viewed: 5/8/2024 2:52:06 PM Signed: 5/8/2024 2:52:13 PM
Dana Johnson djohnson@volusia.org Executive Assistant to the County Manager County of Volusia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Dana Johnson C36FF4323F2A4BA... Signature Adoption: Pre-selected Style Using IP Address: 74.191.71.218	Sent: 5/8/2024 2:52:15 PM Viewed: 5/13/2024 8:14:53 AM Signed: 5/13/2024 8:14:58 AM

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Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/24/2024 12:56:21 PM
Certified Delivered	Security Checked	5/13/2024 8:14:53 AM
Signing Complete	Security Checked	5/13/2024 8:14:58 AM
Completed	Security Checked	5/13/2024 8:14:58 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Volusia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by phone call: 386-736-5922
To contact us by email send messages to: cbarber@volusia.org
To contact us by paper mail, please send correspondence to:
County of Volusia
119 W. Indiana Ave.
c/o Christine Barber
DeLand, FL 32720

To advise County of Volusia of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cbarber@volusia.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cbarber@volusia.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Volusia

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to cbarber@volusia.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify County of Volusia as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Volusia during the course of your relationship with County of Volusia.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/07/2025

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

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

PRODUCER	CONTACT NAME: Julie Kuhlman	
Brown & Brown Insurance Services, Inc. 300 N Beach Street Daytona Beach FL 32114	PHONE (A/C, No, Ext): (386) 239-5742	FAX (A/C, No):
	E-MAIL ADDRESS: Julie.Kuhlman@bbrown.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Allied World Surplus Lines Insurance Company	24319
INSURER B :	Starstone National Insurance Company	25496
INSURER C :	Great American Insurance Company	16691
INSURER D :	Bridgefield Casualty Insurance Company	10335
INSURER E :	Markel American Insurance Company	28932
INSURER F :	Indian Harbor Insurance Company	36940

INSURED
Masci General Contractor, Inc
Masci Construction Inc
5752 S Ridgewood Ave
Port Orange FL 32127

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6004-1592	08/08/2024	08/08/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			APB4000035#2	08/08/2024	08/08/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			TUU 4-05-55-16-03	08/08/2024	08/08/2025	EACH OCCURRENCE AGGREGATE Prods/C-ops	$ 4,000,000 $ 4,000,000 $ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0196-58610	08/08/2024	08/08/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Inland Marine			MKLM1IM0002689	08/08/2024	08/08/2025	Leased/Rented Per Item: Leased/Rented Per Occ: INSTALLATION	$750,000 $1,500,000 $500,000

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

SEE NOTES FOR POLICY COVERAGE FORMS
PROJECT: CONTRACT # 22-SQ-151SR
CITY OF NEW SMYRNA BEACH IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	Masci General Contractor, Inc
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

PROFESSIONAL / POLLUTION LIABILITY:
POLICY NUMBER: PEC005962603
08/08/2024 – 08/08/2025
INSURER:F
PROFESSIONAL LIABILITY: $1,000,000
POLLUTION LIABILITY: $1,000,000
AGGREGATE LIMIT: $2,000,000

WORKERS COMPENSATION (MASCI CONSTRUCTION, INC)
POLICY NUMBER: 0196-58609
08/08/2024 - 08/08/2025:
INSURER: D
- E.L. EACH ACCIDENT $1,000,000
- E.L. DISEASE - EA EMPLOYEE $1,000,000
- E.L. DISEASE - POLICY LIMIT $1,000,000

EXCESS AUTO LIABILITY ($1M X $3M)
CARRIER: UPLAND SPECIALTY INSURANCE COMPANY / NAIC: 16988
POLICY # USXTL0712524
TERM: 08/08/2024 - 08/08/2025
EACH OCCURRENCE: $1,000,000
AGGREGATE: $1,000,000
EXCESS OVER PRIMARY AUTO & UMBRELLA (AUTO ONLY)

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY
1) CG2010 1219 - ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (ADDITIONAL INSURED - ONGOING OPERATIONS)
2) CG2037 1219- ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS (ADDITIONAL INSURED - COMPLETED OPERATIONS)
3) CG2034 1219 - ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU
4) CG2404 1219 - WAIVER OF TRANSFER OF RIGHTS OF RECOVER AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
5) CG2001 1219 - PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION

AUTO LIABILITY
1)CA2048B 1013 - DESIGNATED INSURED - BLANKET
2) CA0444B 1013 -WAIVER OF SUBROGATION- BLANKET

WORKERS COMPENSATION
1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)

UMBRELLA LIABILITY
1.) GAI6002 0697 - THE PROTECTOR COMMERCIAL UMBRELLA COVERAGE FORM (ADDITIONAL INSURED, WAIVER OF SUBROGATION)
THE UMBRELLA POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY

INLAND MARINE
1) IM7902 0112 - LOSS PAYABLE SCHEDULE (LOSS PAYEE)

POLLUTION LIABILITY
1) EVPCPOCCP 0424 - (ADDITIONAL INSURED, PRIMARY NON-CONTRIBUTORY, WAIVER OF SUBROGATION)

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AMENDMENT NO. 1

TO

CONTRACT BETWEEN
COUNTY OF VOLUSIA, FLORIDA

AND

MASCI GENERAL CONTRACTOR, INC.
5752 SOUTH RIDGEWOOD AVENUE
PORT ORANGE, FLORIDA 32127

THIS AMENDMENT no. 1, made and entered into by and between the COUNTY OF VOLUSIA, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and MASCI GENERAL CONTRACTOR, INC., incorporated in and licensed to do business in the state of Florida (hereinafter "Contractor").

Recitals

WHEREAS, the County and Contractor entered into a Contract for Professional Contractors for Road Resurfacing Services, per RSQ no. 22-SQ-151SR, under which Masci General Contractor, Inc., agreed to provide services with an initial term of December 14, 2022, through December 14, 2025 ("Contract"); and

WHEREAS, the County and the Contractor desire, through this Amendment No. 1, to amend **Article 10, "TERM AND TERMINATION"**, Subsection 10.01, Term, of the Contract to allow the Contract to be extended for an additional two (2) years to December 14, 2027.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to renew and to amend the afore-described Contract as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Contract.

2. The parties agree to amend the Contract by revising **Article 10, "TERM AND TERMINATION"**, Subsection 10.01, Term, of the Contract to allow the Contract to be extended for an additional two (2) years to December 14, 2027.

3. This Amendment No. 1, including any exhibits, sets forth the entire modification to the Contract with respect to the products and services provided under this Amendment No. 1, unless the Contract is otherwise amended or modified as set forth in Section 25 of the Contract.

4. This Amendment No. 1, is incorporated by reference into the Contract as if fully set forth therein. Except as provided herein, all other terms and conditions of the Contract shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 1 and the Contract, this Amendment No. 1 shall govern and control.

Vendor acknowledges that Leticia M. Ferreira (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or

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conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

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IN WITNESS WHEREOF, the parties have made and executed this Amendment no. 1 on the respective dates under each signature.

CONSULTANT: MASCI GENERAL CONTRACTOR, INC.

DocuSigned by:

BY: Leticia M. Ferreira
2833A3E3BDD04C5... *(Signature)*

BY: Leticia M. Ferreira
(Print Corporate Officer Name)

TITLE: Vice President

Date: 7/7/2025 | 08:16:52 PDT

ATTEST:

Signed by:

Leo Masci
F7F0FC0BBC234E4...

Date: 7/7/2025 | 11:18:29 EDT

COUNTY OF VOLUSIA

DocuSigned by:

BY: George Recktenwald
2265F8E1E09043E...
George Recktenwald
County Manager

Date: 7/7/2025 | 17:40:38 EDT

ATTEST:

DocuSigned by:

Dana Rhymes-Jones
CE48049307934D4...

Date: 7/7/2025 | 17:41:04 EDT

Docusign Envelope ID: 8972D8B2-4206-4AFE-939E-68D65031C49B

Rev 01/26/22

SIGNATURE REQUEST ROUTING FORM

Please review, sign, and return to the Purchasing & Contracts Division for further handling. Call us at ext. 12810. *Thank You!*

Director of Purchasing & Contracts: Jennifer Ditslear for Pamela Wilsky

DocuSigned by:
Jennifer Ditslear for Pamela Wilsky
9A6B878F041C430...
Signature

7/7/2025 | 11:01:11 EDT
Date

Department & Director's Names: Benjamin Bartlett, Director of Public Works

Signed by:
Benjamin Bartlett
40EC083D8145418...
Signature - By

7/7/2025 | 11:19:43 EDT
Date

☒	**County Manager** *George Recktenwald*
☐	**County Chair** *Jeffrey S. Brower*
☐	**Deputy County Manager** *Suzanne Konchan*
☐	**Other:**

CGI RQS no. *(if applicable)*: N/A

Bid/Contract/Project No.: 22-SQ-151SR, CA 1 **Document Amount:** $0.00

Project Name: Professional Contractors for Road Resurfacing Services

Company Name: Halifax Paving, Inc.; Masci General Contractor; and P&S Paving, Inc.

Document Description: Contract Amendment

Council Approval Date: 12/06/2022 **Agenda Item #:** 06 **File #:** 10378

Remarks: ☐ *Due to a voluminous and detailed scope of services, a copy of the fully executed contract with applicable exhibits and the same terms and conditions described in the solicitation is available for review in the Purchasing & Contracts division.*

☐ *Exhibits for review in Purchasing and Contracts*

Notes: Contract term extension of 2 years till December 14, 2027

Questions? Please call: Shaira D. Resto **at ext.** 15771

Certificate Of Completion

Envelope Id: 8972D8B2-4206-4AFE-939E-68D65031C49B
Status: Completed
Subject: County of Volusia: 22-SQ-151SR, CA 1, Masci
Source Envelope:
Document Pages: 4
Signatures: 6
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Shaira D. Resto
119 W. Indiana Ave.
DeLand, FL 32720
sresto@volusia.org
IP Address: 74.191.71.218

Record Tracking

Status: Original
7/7/2025 10:41:59 AM
Holder: Shaira D. Resto
sresto@volusia.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Volusia
Location: Docusign

Signer Events	Signature	Timestamp
Jennifer Ditslear for Pamela Wilsky jditslear@volusia.org Activity Project Manager Volusia County Purchasing Division Security Level: Email, Account Authentication (None)	DocuSigned by: Jennifer Ditslear for Pamela Wilsky 9A6B078F041C439... Signature Adoption: Pre-selected Style Using IP Address: 74.191.71.218	Sent: 7/7/2025 11:00:46 AM Viewed: 7/7/2025 11:01:05 AM Signed: 7/7/2025 11:01:11 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Leticia M. Ferreira LeticiaMasci@mascigc.com Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: Leticia M. Ferreira 2833A3E3BDD04C5... Signature Adoption: Pre-selected Style Using IP Address: 45.3.151.110	Sent: 7/7/2025 11:01:13 AM Viewed: 7/7/2025 11:16:41 AM Signed: 7/7/2025 11:16:52 AM
Electronic Record and Signature Disclosure: Accepted: 7/7/2025 11:16:41 AM ID: 2a2d29d9-78fe-4235-8d67-bf27c604dffd		
Leo Masci Leomasci@mascigc.com President Security Level: Email, Account Authentication (None)	Signed by: Leo Masci F7F0FC0BBC234E4... Signature Adoption: Pre-selected Style Using IP Address: 45.3.151.110	Sent: 7/7/2025 11:16:54 AM Viewed: 7/7/2025 11:18:19 AM Signed: 7/7/2025 11:18:29 AM
Electronic Record and Signature Disclosure: Accepted: 7/7/2025 11:18:19 AM ID: e4d89fe5-8def-49b6-8107-e847648e7075		
Benjamin Bartlett bbartlett@volusia.org Security Level: Email, Account Authentication (None)	Signed by: Benjamin Bartlett 40EC083D8145416... Signature Adoption: Pre-selected Style Using IP Address: 74.191.71.218	Sent: 7/7/2025 11:18:32 AM Viewed: 7/7/2025 11:19:23 AM Signed: 7/7/2025 11:19:43 AM
Electronic Record and Signature Disclosure: Accepted: 7/7/2025 11:19:23 AM ID: f725ba71-e015-491c-8332-d0d26e4769b6		

Signer Events	Signature	Timestamp
George Recktenwald grecktenwald@volusia.org County Manager County of Volusia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: George Recktenwald 2265F6E1E09043E... Signature Adoption: Pre-selected Style Using IP Address: 74.191.71.218	Sent: 7/7/2025 11:20:13 AM Viewed: 7/7/2025 5:40:33 PM Signed: 7/7/2025 5:40:38 PM
Dana Rhymes-Jones drhymes@volusia.org Sr. Administrative Assistant County of Volusia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Dana Rhymes-Jones CE480493079340D4... Signature Adoption: Pre-selected Style Using IP Address: 74.191.71.218	Sent: 7/7/2025 5:40:40 PM Viewed: 7/7/2025 5:40:57 PM Signed: 7/7/2025 5:41:04 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Jennifer Ditslear jditslear@volusia.org Activity Project Manager Volusia County Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	VIEWED Using IP Address: 74.191.71.218	Sent: 7/7/2025 10:43:50 AM Viewed: 7/7/2025 11:00:17 AM Completed: 7/7/2025 11:00:46 AM

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Dana Rhymes-Jones drhymes@volusia.org Sr. Administrative Assistant County of Volusia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	VIEWED Using IP Address: 74.191.71.218	Sent: 7/7/2025 11:19:49 AM Viewed: 7/7/2025 11:20:13 AM

Carbon Copy Events	Status	Timestamp
Dana Rhymes-Jones drhymes@volusia.org Sr. Administrative Assistant County of Volusia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/7/2025 5:41:06 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/7/2025 10:43:50 AM
Certified Delivered	Security Checked	7/7/2025 5:40:57 PM
Signing Complete	Security Checked	7/7/2025 5:41:04 PM
Completed	Security Checked	7/7/2025 5:41:06 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Volusia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Volusia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by phone call: 386-736-5922
To contact us by email send messages to: cbarber@volusia.org
To contact us by paper mail, please send correspondence to:
County of Volusia
119 W. Indiana Ave.
c/o Christine Barber
DeLand, FL 32720

To advise County of Volusia of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cbarber@volusia.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Volusia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cbarber@volusia.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Volusia

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to cbarber@volusia.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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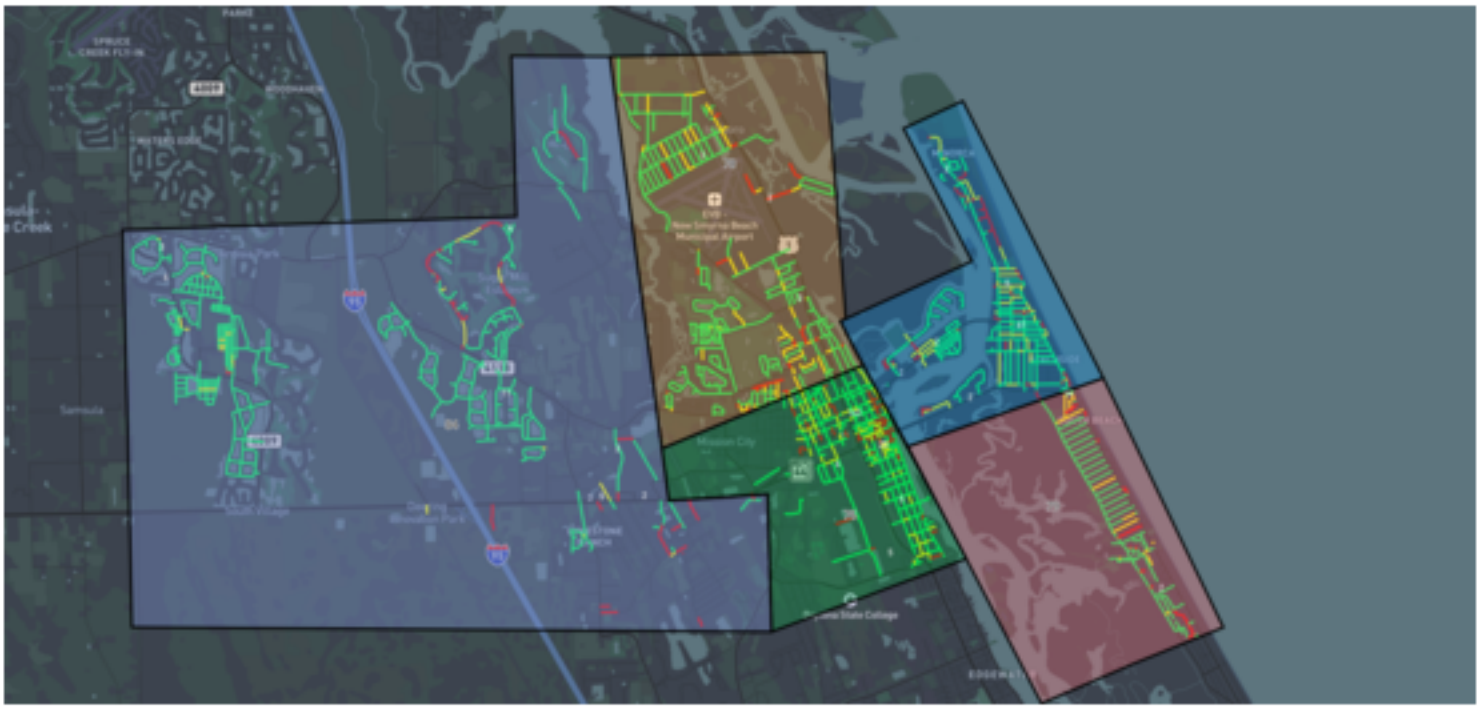
Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Volusia as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Volusia during the course of your relationship with County of Volusia.



GISID	On Street	From Street	To Street	FunCL Code	Functional Class	Pavetype Code	Pavetype	Pvmnt Width (ft)	Pvmnt Length (ft)	Pvmnt Area (yd2)	Structural Index (SI)	Pvmnt Condition Index (PCI)	Est. PCI 2 Years	Notes	Milling (SY)	$/SY	Milling Costs
150057	2ND AV E	DS@706E ADAMS AV	HEMLOCK ST	3	LOCAL STREET	1	Asphalt	18	115	241	80	**55**	**53**	Profile Rd to discharge north to inlet/canal, inlcude radius of side streets	241	$2.91	$701.31
25824	2ND AV E	COOPER ST S	EVERGREEN ST	3	LOCAL STREET	1	Asphalt	18	307	644	60	**58**	**56**	Profile Rd to discharge north to inlet/canal, inlcude radius of side streets	644	$2.91	$1,874.04
30486	2ND AV E	HEMLOCK ST	ATLANTIC AV S	3	LOCAL STREET	1	Asphalt	20	174	406	80	**61**	**59**	Profile Rd to discharge north to inlet/canal, inlcude radius of side streets	406	$2.91	$1,181.46
2608	2ND AV E	ATLANTIC AV S	HILL ST	3	LOCAL STREET	1	Asphalt	20	151	352	80	**64**	**62**	Profile Rd to discharge north to inlet/canal, inlcude radius of side streets	352	$2.91	$1,024.32
27880	2ND AV E	EVERGREEN ST	HORTON ST	3	LOCAL STREET	1	Asphalt	18	296	621	60	**64**	**62**	Profile Rd to discharge north to inlet/canal, inlcude radius of side streets	621	$2.91	$1,807.11
19099	2ND AV E	PINE ST S	YUPON AV	3	LOCAL STREET	1	Asphalt	19	350	775	80	**68**	**66**	Profile Rd to discharge north to inlet/canal, inlcude radius of side streets	775	$2.91	$2,255.25
19204	2ND AV E	GOODWIN AV	PINE ST S	3	LOCAL STREET	1	Asphalt	20	255	595	60	**71**	**69**	Profile Rd to discharge north to inlet/canal, inlcude radius of side streets	595	$2.91	$1,731.45
17268	2ND AV E	HORTON ST	ADAMS AV	3	LOCAL STREET	1	Asphalt	20	612	1,429	60	**73**	**71**	Profile Rd to discharge north to inlet/canal, inlcude radius of side streets	1,429	$2.91	$4,158.39
30314	2ND AV E	ADAMS AV	DS@706E ADAMS AV	3	LOCAL STREET	1	Asphalt	21	836	2,048	60	**73**	**71**	Profile Rd to discharge north to inlet/canal, inlcude radius of side streets	2,048	$2.91	$5,959.68
19203	2ND AV E	YUPON AV	COOPER ST S	3	LOCAL STREET	1	Asphalt	20	340	793	60	**78**	**76**	Profile Rd to discharge north to inlet/canal, inlcude radius of side streets	793	$2.91	$2,307.63
26285	2ND AV E	PENINSULA AV S	GOODWIN AV	3	LOCAL STREET	1	Asphalt	23	357	957	60	**78**	**76**	Profile Rd to discharge north to inlet/canal, inlcude radius of side streets	957	$2.91	$2,784.87
17020	ATLANTIC AV N	BEACHWAY AV	INLET ST	3	LOCAL STREET	1	Asphalt	18	752	1,579	80	**51**	**49**	Part of current Project			
16956	ATLANTIC AV N	TIDE ST	CORTEZ ST	3	LOCAL STREET	1	Asphalt	18	705	1,480	80	**58**	**56**		1,480	$2.91	$4,306.80
17027	ATLANTIC AV N	HILLSBORO ST	BEACHWAY AV	3	LOCAL STREET	1	Asphalt	18	942	1,979	60	**59**	**57**	Part of Current Project			
17054	ATLANTIC AV N	ROBINSON RD	SAPPHIRE RD	2	URBAN COLLECTOR	1	Asphalt	18	326	685	80	**60**	**58**		685	$2.91	$1,993.35
17060	ATLANTIC AV N	KIRKLAND RD	ROBINSON RD	2	URBAN COLLECTOR	1	Asphalt	18	328	689	80	**61**	**59**		689	$2.91	$2,004.99
16963	ATLANTIC AV N	INLET ST	TIDE ST	3	LOCAL STREET	1	Asphalt	18	346	728	80	**62**	**60**		728	$2.91	$2,118.48
17168	ATLANTIC AV N	FLAGLER AV	FLORIDA AV	2	URBAN COLLECTOR	1	Asphalt	22	331	849	60	**66**	**64**		849	$2.91	$2,470.59
28869	ATLANTIC AV N	LAKEWOOD ST	HILLSBORO ST	3	LOCAL STREET	1	Asphalt	18	718	1,508	60	**67**	**65**	Part of Current Project			
36046	ATLANTIC AV N	ESTHER ST	ESTHER ST	2	URBAN COLLECTOR	1	Asphalt	18	35	74	60	**69**	**67**		74	$2.91	$215.34
36047	ATLANTIC AV N	ESTHER ST	LINCOLN AV	2	URBAN COLLECTOR	1	Asphalt	18	163	342	60	**69**	**67**		342	$2.91	$995.22
17074	ATLANTIC AV N	CONDICT DR	CRAWFORD RD	2	URBAN COLLECTOR	1	Asphalt	19	260	575	60	**71**	**69**		575	$2.91	$1,673.25
15251	ATLANTIC AV N	LINCOLN AV	DUE EAST ST	2	URBAN COLLECTOR	1	Asphalt	21	360	883	60	**72**	**70**		883	$2.91	$2,569.53

17081	ATLANTIC AV N	NORMANDY AV	CONDICT DR	2	URBAN COLLECTOR	1	Asphalt	19	309	686	60	**73**	**71**		686	$2.91	$1,996.26
17157	ATLANTIC AV N	FLORIDA AV	ESTHER ST	2	URBAN COLLECTOR	1	Asphalt	18	188	394	60	**75**	**73**	Was an issue in front of 7/11, Maintain Drainage	394	$2.91	$1,146.54
17084	ATLANTIC AV N	DUE EAST ST	NORMANDY AV	2	URBAN COLLECTOR	1	Asphalt	20	342	798	60	**79**	**77**		798	$2.91	$2,322.18
25753	ATLANTIC AV N	SAPPHIRE RD	LAKEWOOD ST	3	LOCAL STREET	1	Asphalt	18	502	1,055	60	**87**	**85**				
17069	ATLANTIC AV N	CRAWFORD RD	KIRKLAND RD	2	URBAN COLLECTOR	1	Asphalt	18	319	669	60	**100**	**98**				
17196	ATLANTIC AV S	BUENOS AIRES ST	CEDAR AV	2	URBAN COLLECTOR	1	Asphalt	41	135	646	80	**68**	**66**	Upgrade striping/marking guidelines	646	$2.91	$1,879.86
16776	ATLANTIC AV S	OCEAN AV	CAROL AV	2	URBAN COLLECTOR	1	Asphalt	42	353	1,731	30	**78**	**76**	Upgrade striping/marking guidelines	1,731	$2.91	$5,037.21
17241	ATLANTIC AV S	HOPE AV	OCEAN AV	2	URBAN COLLECTOR	1	Asphalt	41	341	1,633	60	**81**	**79**	Upgrade striping/marking guidelines	1,633	$2.91	$4,752.03
17276	ATLANTIC AV S	3RD AV E	2ND AV E	2	URBAN COLLECTOR	1	Asphalt	43	352	1,767	60	**85**	**83**				
16986	ATLANTIC AV S	2ND AV E	1ST AV E	2	URBAN COLLECTOR	1	Asphalt	42	355	1,742	60	**85**	**83**				
17247	ATLANTIC AV S	MARALYN AV	HOPE AV	2	URBAN COLLECTOR	1	Asphalt	41	325	1,553	60	**86**	**84**				
16969	ATLANTIC AV S	1ST AV E	MAPLE ST	2	URBAN COLLECTOR	1	Asphalt	43	299	1,498	60	**88**	**86**				
16973	ATLANTIC AV S	1ST AV E	1ST AV E	2	URBAN COLLECTOR	1	Asphalt	44	54	278	60	**90**	**88**				
26281	ATLANTIC AV S	CAROL AV	OAKWOOD AV	2	URBAN COLLECTOR	1	Asphalt	42	330	1,617	60	**90**	**88**				
17257	ATLANTIC AV S	MAPLE ST	LAZY SAGO LN	2	URBAN COLLECTOR	1	Asphalt	42	181	886	60	**91**	**89**				
30310	ATLANTIC AV S	OAKWOOD AV	BUENOS AIRES ST	2	URBAN COLLECTOR	1	Asphalt	42	133	651	60	**92**	**90**				
38351	ATLANTIC AV S	LAZY SAGO LN	MARALYN AV	2	URBAN COLLECTOR	1	Asphalt	42	116	567	60	**93**	**91**				
25993	ATLANTIC AV S	JESSAMINE AV	FLAGLER AV	2	URBAN COLLECTOR	1	Asphalt	25	216	630	60	**100**	**98**				
17796	ATLANTIC AV S	CEDAR AV	COLUMBUS AV	2	URBAN COLLECTOR	1	Asphalt	38	252	1,119	60	**100**	**98**				
17185	ATLANTIC AV S	COLUMBUS AV	JESSAMINE AV	2	URBAN COLLECTOR	1	Asphalt	22	262	672	60	**100**	**98**				
23819	BARRACUDA BLVD	OLD FEGER DR	EAST CIRCLE DR	3	LOCAL STREET	1	Asphalt	43	117	588	60	**69**	**67**	Just the South Side	588	$2.91	$1,711.08
23884	BARRACUDA BLVD	QUAY ASSISI	EOP	3	LOCAL STREET	1	Asphalt	24	672	1,883	60	**71**	**69**	Remove done as part of the current project			
23826	BARRACUDA BLVD	EAST CIRCLE DR	MIDDLE WAY	3	LOCAL STREET	1	Asphalt	39	252	1,148	60	**72**	**70**	Remove done as part of the current project			
5966	BEACHWAY AV	BEACON ST	ATLANTIC AV N	3	LOCAL STREET	1	Asphalt	20	301	701	80	**52**	**50**	Follow contour to direct runoff to new inlets	701	$2.91	$2,039.91
5965	BEACHWAY AV	PENINSULA AV N	BEACON ST	3	LOCAL STREET	1	Asphalt	20	296	691	60	**73**	**71**	Follow contour to direct runoff to new inlets	691	$2.91	$2,010.81
16819	BEACON ST	CORTEZ ST	RIVERVIEW PL	3	LOCAL STREET	1	Asphalt	18	207	435	60	**69**	**67**		435	$2.91	$1,265.85
16816	BEACON ST	RIVERVIEW PL	SURF ST	3	LOCAL STREET	1	Asphalt	18	836	1,756	80	**70**	**68**		1,756	$2.91	$5,109.96
29183	BOUCHELLE DR	HARBOUR BLVD	SR A1A (S CAUSEWAY)	3	LOCAL STREET	1	Asphalt	25	3,401	9,920	60	**64**	**62**		9,920	$2.91	$28,867.20
28534	BOUCHELLE DR	EOP	HARBOUR BLVD	3	LOCAL STREET	1	Asphalt	25	364	1,062	60	**69**	**67**		1,062	$2.91	$3,090.42
17184	BUENOS AIRES ST	COLUMBUS AV	FLAGLER AV	3	LOCAL STREET	1	Asphalt	20	473	1,104	60	**59**	**57**		1,104	$2.91	$3,212.64
32214	BUENOS AIRES ST	DS@235E ATLANTIC AV S	COLUMBUS AV	3	LOCAL STREET	1	Asphalt	17	516	1,024	60	**69**	**67**		1,024	$2.91	$2,979.84
150557	BUENOS AIRES ST	ATLANTIC AV S	DS@235E ATLANTIC AV S	3	LOCAL STREET	1	Asphalt	21	235	577	60	**70**	**68**		577	$2.91	$1,679.07
17204	CANOVA DR	OAKWOOD AV	COLUMBUS AV	3	LOCAL STREET	1	Asphalt	20	602	1,404	60	**80**	**78**				
19197	CAROL AV	HORTON ST	ATLANTIC AV S	3	LOCAL STREET	1	Asphalt	19	590	1,308	60	**82**	**80**				
23830	CASTILE ST	DESOTO DR	GRANADA ST	3	LOCAL STREET	1	Asphalt	20	441	1,029	60	**83**	**81**				
23882	CAUSEWAY DR	DESOTO DR	DESOTO DR	3	LOCAL STREET	1	Asphalt	15	1,518	2,656	60	**87**	**85**				
25379	CEDAR AV	PINE ST S	COOPER ST S	3	LOCAL STREET	1	Asphalt	19	646	1,431	80	**65**	**63**		1,431	$2.91	$4,164.21
30069	CEDAR AV	PENINSULA AV S	PINE ST S	3	LOCAL STREET	1	Asphalt	17	660	1,308	60	**65**	**63**		1,308	$2.91	$3,806.28
32258	CEDAR AV	COOPER ST S	ATLANTIC AV S	3	LOCAL STREET	1	Asphalt	19	927	2,054	60	**73**	**71**		2,054	$2.91	$5,977.14
5950	COLUMBUS AV	CANOVA DR	PENINSULA AV S	3	LOCAL STREET	1	Asphalt	17	283	562	60	**80**	**78**				
5953	COLUMBUS AV	COOPER ST S	ATLANTIC AV S	3	LOCAL STREET	1	Asphalt	20	827	1,929	60	**83**	**81**				
5952	COLUMBUS AV	PINE ST S	COOPER ST S	3	LOCAL STREET	1	Asphalt	18	643	1,351	60	**88**	**86**				
37484	COLUMBUS AV	ATLANTIC AV S	BUENOS AIRES ST	3	LOCAL STREET	1	Asphalt	20	228	532	60	**90**	**88**				
5951	COLUMBUS AV	PENINSULA AV S	PINE ST S	3	LOCAL STREET	1	Asphalt	19	655	1,451	60	**91**	**89**				
29573	CONDICT DR	PENINSULA AV N	PINE ST N	3	LOCAL STREET	1	Asphalt	16	683	1,275	80	**64**	**62**		1,275	$2.91	$3,710.25
19027	CONDICT DR	PINE ST N	ATLANTIC AV N	3	LOCAL STREET	1	Asphalt	16	501	934	60	**73**	**71**		934	$2.91	$2,717.94
17159	COOPER ST N	FLORIDA AV	ESTHER ST	3	LOCAL STREET	1	Asphalt	18	160	337	80	**49**	**47**		337	$2.91	$980.67

15255	COOPER ST N	ESTHER ST	LINCOLN AV	3	LOCAL STREET	1	Asphalt	18	170	357	80	**63**	**61**	Potential in-house project	357	$2.91	$1,038.87
17169	COOPER ST N	COOPER ST S	FLORIDA AV	3	LOCAL STREET	1	Asphalt	20	319	745	60	**74**	**72**		745	$2.91	$2,167.95
17286	COOPER ST S	SR A1A (3RD AV)	2ND AV E	3	LOCAL STREET	1	Asphalt	20	351	820	60	**72**	**70**		820	$2.91	$2,386.20
17177	COOPER ST S	JESSAMINE AV	FLAGLER AV	3	LOCAL STREET	1	Asphalt	24	209	584	80	**72**	**70**		584	$2.91	$1,699.44
28879	COOPER ST S	OCEAN AV	OAKWOOD AV	3	LOCAL STREET	1	Asphalt	20	616	1,438	60	**84**	**82**				
17270	COOPER ST S	2ND AV E	OCEAN AV	3	LOCAL STREET	1	Asphalt	24	1,703	4,769	60	**84**	**82**				
31674	COOPER ST S	CEDAR AV	COLUMBUS AV	3	LOCAL STREET	1	Asphalt	20	232	541	60	**100**	**98**				
17186	COOPER ST S	COLUMBUS AV	JESSAMINE AV	3	LOCAL STREET	1	Asphalt	20	229	534	60	**100**	**98**				
28487	COOPER ST S	OAKWOOD AV	CEDAR AV	3	LOCAL STREET	1	Asphalt	20	230	537	60	**100**	**98**				
31746	CORTEZ ST	INDIAN RIVER RD N	PENINSULA AV N	3	LOCAL STREET	1	Asphalt	18	295	619	60	**52**	**50**		619	$2.91	$1,801.29
19024	CORTEZ ST	PENINSULA AV N	BEACON ST	3	LOCAL STREET	1	Asphalt	18	294	618	80	**60**	**58**		618	$2.91	$1,798.38
3181	CORTEZ ST	BEACON ST	ATLANTIC AV N	3	LOCAL STREET	1	Asphalt	18	321	675	60	**65**	**63**		675	$2.91	$1,964.25
5960	CRAWFORD RD	EOP	PENINSULA AV N	3	LOCAL STREET	1	Asphalt	22	250	642	80	**61**	**59**		642	$2.91	$1,868.22
5963	CRAWFORD RD	ATLANTIC AV N	ATLANTIC AV N	2	URBAN COLLECTOR	1	Asphalt	22	168	431	80	**63**	**61**		431	$2.91	$1,254.21
5961	CRAWFORD RD	PENINSULA AV N	PINE ST N	3	LOCAL STREET	1	Asphalt	22	694	1,781	60	**67**	**65**		1,781	$2.91	$5,182.71
5962	CRAWFORD RD	PINE ST N	ATLANTIC AV N	3	LOCAL STREET	1	Asphalt	22	500	1,285	60	**69**	**67**		1,285	$2.91	$3,739.35
23828	DESOTO DR	UNNAMED	N CAUSEWAY	3	LOCAL STREET	1	Asphalt	29	88	297	80	**49**	**47**		297	$2.91	$864.27
123828	DESOTO DR	CAUSEWAY DR	UNNAMED	3	LOCAL STREET	1	Asphalt	20	161	376	60	**66**	**64**		376	$2.91	$1,094.16
117188	DESOTO DR	UNNAMED	N CAUSEWAY	3	LOCAL STREET	1	Asphalt	29	86	291	80	**68**	**66**		291	$2.91	$846.81
24621	DESOTO DR	SALUDO ST	GRANADA ST	3	LOCAL STREET	1	Asphalt	20	790	1,843	60	**82**	**80**				
17188	DESOTO DR	CAUSEWAY DR	UNNAMED	3	LOCAL STREET	1	Asphalt	23	164	440	60	**84**	**82**				
17198	DESOTO DR	GRANADA ST	CAUSEWAY DR	3	LOCAL STREET	1	Asphalt	20	205	478	60	**86**	**84**				
26283	DESOTO DR	CASTILE ST	SALUDO ST	3	LOCAL STREET	1	Asphalt	20	312	728	60	**87**	**85**				
34352	DESOTO DR	EOP	DS@282N EOP	3	LOCAL STREET	1	Asphalt	18	247	520	60	**88**	**86**				
23820	DESOTO DR	DS@282N EOP	GRANADA ST	3	LOCAL STREET	1	Asphalt	20	150	349	60	**90**	**88**				
23821	DESOTO DR	DESOTO DR	CASTILE ST	3	LOCAL STREET	1	Asphalt	23	663	1,779	60	**91**	**89**				
23824	DESOTO DR	GRANADA ST	CAUSEWAY DR	3	LOCAL STREET	1	Asphalt	20	167	389	60	**94**	**92**				
16291	DUE EAST ST	PENINSULA AV N	PINE ST N	3	LOCAL STREET	1	Asphalt	18	668	1,402	60	**71**	**69**	Existing Flooding Problem	1,402	$2.91	$4,079.82
17085	DUE EAST ST	PINE ST N	ATLANTIC AV N	3	LOCAL STREET	1	Asphalt	19	748	1,658	60	**72**	**70**		1,658	$2.91	$4,824.78
16293	DUE EAST ST	INDIAN RIVER RD N	PENINSULA AV N	3	LOCAL STREET	1	Asphalt	18	164	344	60	**84**	**82**				
16295	DUE EAST ST	EOP	INDIAN RIVER RD N	3	LOCAL STREET	1	Asphalt	20	178	415	60	**88**	**86**				
16951	DUNE CIR	PENINSULA AV N	OCEAN DR	3	LOCAL STREET	1	Asphalt	20	712	1,661	60	**60**	**58**		1,661	$2.91	$4,833.51
123883	EAST CIRCLE DR	MIDDLE WAY	DS@947E MIDDLE WAY	3	LOCAL STREET	1	Asphalt	21	367	900	60	**80**	**78**	Existing Flooding problem, Double Check Areas	900	$2.91	$2,619.00
23833	EAST CIRCLE DR	BARRACUDA BLVD	MIDDLE WAY	3	LOCAL STREET	1	Asphalt	18	883	1,855	60	**68**	**66**	Existing Flooding problem, Double Check Areas	1,855	$2.91	$5,398.05
23818	EAST CIRCLE DR	EOP	BARRACUDA BLVD	3	LOCAL STREET	1	Asphalt	20	478	1,116	60	**54**	**52**	Existing Flooding problem, Double Check Areas	1,116	$2.91	$3,247.56
17190	EAST CIRCLE DR	EAST CIRCLE DR	N CAUSEWAY	3	LOCAL STREET	1	Asphalt	28	112	365	60	**52**	**50**	Existing Flooding problem, Double Check Areas	365	$2.91	$1,062.15
17187	EAST CIRCLE DR	DS@947E MIDDLE WAY	EAST CIRCLE DR	3	LOCAL STREET	1	Asphalt	18	1,811	3,803	60	**50**	**48**	Existing Flooding problem, Double Check Areas	3,803	$2.91	$11,066.73
15256	ESTHER ST	PINE ST N	COOPER ST N	3	LOCAL STREET	1	Asphalt	12	653	915	60	**57**	**55**		915	$2.91	$2,662.65
15254	ESTHER ST	COOPER ST N	ATLANTIC AV N	3	LOCAL STREET	1	Asphalt	12	382	535	60	**59**	**57**		535	$2.91	$1,556.85
18558	ESTHER ST	EOP	PENINSULA AV N	3	LOCAL STREET	1	Asphalt	12	228	319	60	**63**	**61**		319	$2.91	$928.29
3177	ESTHER ST	ATLANTIC AV N	EOP	3	LOCAL STREET	1	Asphalt	18	171	358	60	**67**	**65**		358	$2.91	$1,041.78
15257	ESTHER ST	PENINSULA AV N	PINE ST N	3	LOCAL STREET	1	Asphalt	12	649	908	60	**100**	**98**				
27409	EVERGREEN ST	MARALYN AV	OCEAN AV	3	LOCAL STREET	1	Asphalt	20	583	1,360	60	**65**	**63**		1,360	$2.91	$3,957.60
25261	EVERGREEN ST	OCEAN AV	OAKWOOD AV	3	LOCAL STREET	1	Asphalt	20	612	1,428	60	**68**	**66**		1,428	$2.91	$4,155.48
25998	EVERGREEN ST	2ND AV E	MARALYN AV	3	LOCAL STREET	1	Asphalt	20	1,125	2,624	60	**78**	**76**		2,624	$2.91	$7,635.84
5955	FLAGLER AV	PENINSULA AV S	PINE ST S	1	PRINCIPAL ARTERIAL	1	Asphalt	32	648	2,419	60	**78**	**76**				
5957	FLAGLER AV	COOPER ST S	ATLANTIC AV N	1	PRINCIPAL ARTERIAL	1	Asphalt	32	540	2,016	60	**79**	**77**				

5956	FLAGLER AV	PINE ST S	COOPER ST S	1	PRINCIPAL ARTERIAL	1	Asphalt	32	651	2,429	60	**80**	**78**						
5958	FLAGLER AV	ATLANTIC AV N	ATLANTIC AV S	2	URBAN COLLECTOR	1	Asphalt	27	111	348	60	**84**	**82**						
5954	FLAGLER AV	ATLANTIC AV S	BUENOS AIRES ST	3	LOCAL STREET	1	Asphalt	26	184	557	60	**89**	**87**						
17158	FLORIDA AV	COOPER ST N	ATLANTIC AV N	3	LOCAL STREET	1	Asphalt	19	478	1,059	60	**73**	**71**						
17162	FLORIDA AV	PENINSULA AV N	PINE ST N	3	LOCAL STREET	1	Asphalt	16	650	1,214	60	**74**	**72**						
17160	FLORIDA AV	PINE ST N	COOPER ST N	3	LOCAL STREET	1	Asphalt	17	650	1,290	60	**100**	**98**						
17209	GOODWIN AV	OCEAN AV	OAKWOOD AV	3	LOCAL STREET	1	Asphalt	19	618	1,369	60	**56**	**54**						
17273	GOODWIN AV	2ND AV E	OCEAN AV	3	LOCAL STREET	1	Asphalt	20	1,701	3,968	60	**76**	**74**						
23832	GRANADA ST	CASTILE ST	SALUDO ST	3	LOCAL STREET	1	Asphalt	20	285	665	60	**93**	**91**						
25260	GRANADA ST	SALUDO ST	DESOTO DR	3	LOCAL STREET	1	Asphalt	20	542	1,264	60	**95**	**93**						
23829	GRANADA ST	DESOTO DR	CASTILE ST	3	LOCAL STREET	1	Asphalt	20	586	1,368	60	**96**	**94**						
32216	HANNAH JEANNE CIR	INDIAN RIVER RD S	EOP	3	LOCAL STREET	1	Asphalt	23	335	898	60	**72**	**70**						
17317	HARBOUR BLVD	SR A1A (S CAUSEWAY)	BOUCHELLE DR	3	LOCAL STREET	1	Asphalt	32	476	1,776	80	**65**	**63**		1,776	$2.91	$5,168.16		
30811	HEMLOCK ST	2ND AV E	LOCUST ST	3	LOCAL STREET	1	Asphalt	17	165	327	60	**77**	**75**						
34350	HILL ST	3RD AV E	2ND AV E	3	LOCAL STREET	1	Asphalt	18	353	742	80	**57**	**55**		742	$2.91	$2,159.22		
27412	HILL ST	2ND AV E	1ST AV E	3	LOCAL STREET	1	Asphalt	18	348	731	80	**61**	**59**		731	$2.91	$2,127.21		
30312	HILL ST	1ST AV E	EOP	3	LOCAL STREET	1	Asphalt	18	263	553	60	**100**	**98**						
19201	HOPE AV	HORTON ST	ATLANTIC AV S	3	LOCAL STREET	1	Asphalt	19	912	2,021	60	**85**	**83**						
16771	HORTON ST	CAROL AV	OAKWOOD AV	3	LOCAL STREET	1	Asphalt	22	295	758	60	**89**	**87**						
26284	HORTON ST	LOCUST ST	1ST AV E	3	LOCAL STREET	1	Asphalt	20	284	663	60	**100**	**98**						
17269	HORTON ST	2ND AV E	LOCUST ST	3	LOCAL STREET	1	Asphalt	20	302	706	60	**100**	**98**						
27411	HORTON ST	1ST AV E	MAPLE ST	3	LOCAL STREET	1	Asphalt	20	278	650	60	**100**	**98**						
17258	HORTON ST	MAPLE ST	MARALYN AV	3	LOCAL STREET	1	Asphalt	20	263	615	60	**100**	**98**						
16777	HORTON ST	OCEAN AV	CAROL AV	3	LOCAL STREET	1	Asphalt	20	314	732	60	**100**	**98**						
17240	HORTON ST	HOPE AV	OCEAN AV	3	LOCAL STREET	1	Asphalt	19	298	660	60	**100**	**98**						
17285	HORTON ST	SAXON DR	2ND AV E	3	LOCAL STREET	1	Asphalt	29	342	1,157	60	**100**	**98**						
17250	HORTON ST	MARALYN AV	HOPE AV	3	LOCAL STREET	1	Asphalt	20	288	673	60	**100**	**98**						
16815	INDIAN RIVER RD N	RIVERVIEW PL	SURF ST	3	LOCAL STREET	1	Asphalt	18	533	1,120	60	**61**	**59**	Potentially with Surf St	1,120	$2.91	$3,259.20		
32008	INDIAN RIVER RD N	CORTEZ ST	RIVERVIEW PL	3	LOCAL STREET	1	Asphalt	18	440	923	60	**73**	**71**		923	$2.91	$2,685.93		
31661	INDIAN RIVER RD N	TIDE ST	CORTEZ ST	3	LOCAL STREET	1	Asphalt	16	343	640	60	**100**	**98**						
16964	INLET ST	BEACON ST	ATLANTIC AV N	3	LOCAL STREET	1	Asphalt	20	294	687	60	**45**	**43**		687	$2.91	$1,999.17		
17017	INLET ST	PENINSULA AV N	BEACON ST	3	LOCAL STREET	1	Asphalt	20	304	708	60	**48**	**46**		708	$2.91	$2,060.28		
17178	JESSAMINE AV	PINE ST S	COOPER ST S	3	LOCAL STREET	1	Asphalt	19	648	1,436	60	**87**	**85**						
17176	JESSAMINE AV	COOPER ST S	ATLANTIC AV S	3	LOCAL STREET	1	Asphalt	19	705	1,563	60	**89**	**87**						
17061	KIRKLAND RD	PENINSULA AV N	ATLANTIC AV N	3	LOCAL STREET	1	Asphalt	21	1,234	3,022	60	**77**	**75**		3,022	$2.91	$8,794.02		
25972	LINCOLN AV	PENINSULA AV N	PINE ST N	3	LOCAL STREET	1	Asphalt	20	652	1,520	60	**81**	**79**						
19029	LINCOLN AV	COOPER ST N	ATLANTIC AV N	3	LOCAL STREET	1	Asphalt	20	280	653	60	**88**	**86**						
31747	LINCOLN AV	PINE ST N	COOPER ST N	3	LOCAL STREET	1	Asphalt	20	650	1,517	60	**89**	**87**						
27408	MARALYN AV	EVERGREEN ST	HORTON ST	3	LOCAL STREET	1	Asphalt	18	290	608	60	**78**	**76**						
19202	MARALYN AV	HORTON ST	ATLANTIC AV S	3	LOCAL STREET	1	Asphalt	20	1,072	2,501	60	**81**	**79**						
23834	MIDDLE WAY	EAST CIRCLE DR	N CAUSEWAY	3	LOCAL STREET	1	Asphalt	23	117	313	80	**65**	**63**		313	$2.91	$910.83		
23880	MIDDLE WAY	BARRACUDA BLVD	EAST CIRCLE DR	3	LOCAL STREET	1	Asphalt	20	1,115	2,601	60	**66**	**64**		2,601	$2.91	$7,568.91		
23825	MIDDLE WAY	EOP	BARRACUDA BLVD	3	LOCAL STREET	1	Asphalt	21	472	1,156	60	**71**	**69**		1,156	$2.91	$3,363.96		
35183	MINORCA BEACH WAY	PENINSULA AV N	VILLA WAY	3	LOCAL STREET	1	Asphalt	27	305	961	60	**66**	**64**		961	$2.91	$2,796.51		
19028	NORMANDY AV	PINE ST N	ATLANTIC AV N	3	LOCAL STREET	1	Asphalt	20	574	1,340	60	**70**	**68**						
19227	NORMANDY AV	PENINSULA AV N	PINE ST N	3	LOCAL STREET	1	Asphalt	20	675	1,575	60	**78**	**76**						
17203	OAKWOOD AV	PINE ST S	DS@59E PINE ST S	3	LOCAL STREET	1	Asphalt	21	59	145	80	**57**	**55**		145	$2.91	$421.95		
30549	OAKWOOD AV	COOPER ST S	EVERGREEN ST	3	LOCAL STREET	1	Asphalt	21	177	434	60	**69**	**67**		434	$2.91	$1,262.94		
32701	OAKWOOD AV	YUPON AV	COOPER ST S	3	LOCAL STREET	1	Asphalt	21	363	888	60	**72**	**70**		888	$2.91	$2,584.08		
17205	OAKWOOD AV	INDIAN RIVER RD S	CANOVA DR	3	LOCAL STREET	1	Asphalt	20	213	496	60	**77**	**75**		496	$2.91	$1,443.36		
26347	OAKWOOD AV	HORTON ST	ATLANTIC AV S	3	LOCAL STREET	1	Asphalt	20	439	1,024	60	**79**	**77**		1,024	$2.91	$2,979.84		
19031	OAKWOOD AV	PENINSULA AV S	GOODWIN AV	3	LOCAL STREET	1	Asphalt	20	349	815	60	**80**	**78**		815	$2.91	$2,371.65		
19196	OAKWOOD AV	CANOVA DR	PENINSULA AV S	3	LOCAL STREET	1	Asphalt	20	440	1,026	60	**80**	**78**		1,026	$2.91	$2,985.66		
19030	OAKWOOD AV	DS@59E PINE ST S	YUPON AV	3	LOCAL STREET	1	Asphalt	21	287	703	60	**82**	**80**						
17201	OAKWOOD AV	EVERGREEN ST	HORTON ST	3	LOCAL STREET	1	Asphalt	20	436	1,018	60	**82**	**80**						

19195	OAKWOOD AV	GOODWIN AV	PINE ST S	3	LOCAL STREET	1	Asphalt	20	250	583	60	**85**	**83**				
19199	OCEAN AV	YUPON AV	COOPER ST S	3	LOCAL STREET	1	Asphalt	20	347	809	60	**71**	**69**				
32695	OCEAN AV	COOPER ST S	EVERGREEN ST	3	LOCAL STREET	1	Asphalt	20	190	443	60	**75**	**73**				
19200	OCEAN AV	GOODWIN AV	PINE ST S	3	LOCAL STREET	1	Asphalt	20	263	613	60	**80**	**78**				
16778	OCEAN AV	EVERGREEN ST	HORTON ST	3	LOCAL STREET	1	Asphalt	19	306	677	60	**80**	**78**				
19198	OCEAN AV	HORTON ST	ATLANTIC AV S	3	LOCAL STREET	1	Asphalt	21	747	1,830	60	**82**	**80**				
19097	OCEAN AV	PINE ST S	YUPON AV	3	LOCAL STREET	1	Asphalt	22	351	900	60	**83**	**81**				
32215	OCEAN AV	EVERGREEN ST	EVERGREEN ST	3	LOCAL STREET	1	Asphalt	19	130	288	60	**83**	**81**				
25262	OCEAN AV	INDIAN RIVER RD S	HANNAH JEANNE CIR	3	LOCAL STREET	1	Asphalt	19	321	711	60	**83**	**81**				
19098	OCEAN AV	PENINSULA AV S	GOODWIN AV	3	LOCAL STREET	1	Asphalt	20	333	776	60	**85**	**83**				
17211	OCEAN AV	HANNAH JEANNE CIR	PENINSULA AV S	3	LOCAL STREET	1	Asphalt	18	369	774	60	**88**	**86**				
16947	OCEAN DR	DS@160E DUNE CIR	EOP	3	LOCAL STREET	1	Asphalt	20	917	2,140	80	**53**	**51**	NSBU extend sewer this far east?			
153035	OCEAN DR	DUNE CIR	DS@160E DUNE CIR	3	LOCAL STREET	1	Asphalt	17	160	317	60	**100**	**98**				
38403	OLD FEGER DR	BOATYARD ST	BARRACUDA BLVD	3	LOCAL STREET	1	Asphalt	36	80	336	80	**70**	**68**		336	$2.91	$977.76
18556	PENINSULA AV N	PENINSULA AV S	ASIRE CT	2	URBAN COLLECTOR	1	Asphalt	22	188	482	60	**62**	**60**				
17070	PENINSULA AV N	CRAWFORD RD	KIRKLAND RD	2	URBAN COLLECTOR	1	Asphalt	22	292	750	80	**69**	**67**				
153267	PENINSULA AV N	DS@676N MINORCA BEACH LN	UNNAMED	2	URBAN COLLECTOR	1	Asphalt	22	501	1,285	80	**71**	**69**				
35180	PENINSULA AV N	MINORCA BEACH WAY	MINORCA BEACH LN	2	URBAN COLLECTOR	1	Asphalt	20	439	1,025	60	**73**	**71**				
16955	PENINSULA AV N	SURF ST	DUNE CIR	2	URBAN COLLECTOR	1	Asphalt	19	240	532	60	**74**	**72**				
16952	PENINSULA AV N	DUNE CIR	OCEAN DR	2	URBAN COLLECTOR	1	Asphalt	19	301	668	60	**75**	**73**				
27399	PENINSULA AV N	OCEAN DR	MINORCA BEACH WAY	2	URBAN COLLECTOR	1	Asphalt	21	861	2,110	60	**75**	**73**				
16960	PENINSULA AV N	TIDE ST	CORTEZ ST	2	URBAN COLLECTOR	1	Asphalt	20	458	1,069	60	**76**	**74**				
30307	PENINSULA AV N	CONDICT DR	CRAWFORD RD	2	URBAN COLLECTOR	1	Asphalt	21	260	637	60	**76**	**74**				
17062	PENINSULA AV N	KIRKLAND RD	ROBINSON RD	2	URBAN COLLECTOR	1	Asphalt	21	292	716	60	**77**	**75**				
31669	PENINSULA AV N	SAPPHIRE RD	LAKEWOOD ST	2	URBAN COLLECTOR	1	Asphalt	21	487	1,194	60	**77**	**75**				
25755	PENINSULA AV N	NORMANDY AV	CONDICT DR	2	URBAN COLLECTOR	1	Asphalt	21	296	726	60	**77**	**75**				
27865	PENINSULA AV N	RIVERVIEW PL	SURF ST	2	URBAN COLLECTOR	1	Asphalt	20	720	1,681	60	**78**	**76**				
24081	PENINSULA AV N	LAKEWOOD ST	HILLSBORO ST	2	URBAN COLLECTOR	1	Asphalt	21	526	1,289	60	**79**	**77**				
17033	PENINSULA AV N	HILLSBORO ST	BEACHWAY AV	2	URBAN COLLECTOR	1	Asphalt	20	936	2,185	60	**79**	**77**				
17055	PENINSULA AV N	ROBINSON RD	SAPPHIRE RD	2	URBAN COLLECTOR	1	Asphalt	21	291	714	60	**82**	**80**				
17023	PENINSULA AV N	BEACHWAY AV	INLET ST	2	URBAN COLLECTOR	1	Asphalt	21	751	1,840	60	**82**	**80**				
24077	PENINSULA AV N	OCEAN DR	OCEAN DR	2	URBAN COLLECTOR	1	Asphalt	20	156	365	60	**82**	**80**				
17018	PENINSULA AV N	INLET ST	TIDE ST	2	URBAN COLLECTOR	1	Asphalt	20	591	1,378	60	**83**	**81**				
31716	PENINSULA AV N	ESTHER ST	LINCOLN AV	2	URBAN COLLECTOR	1	Asphalt	20	174	405	60	**84**	**82**				
16821	PENINSULA AV N	CORTEZ ST	RIVERVIEW PL	2	URBAN COLLECTOR	1	Asphalt	20	321	750	60	**85**	**83**				
35181	PENINSULA AV N	MINORCA BEACH LN	DS@676N MINORCA BEACH LN	2	URBAN COLLECTOR	1	Asphalt	20	1,174	2,740	60	**85**	**83**				
153266	PENINSULA AV N	LINCOLN AV	LINCOLN AV	3	LOCAL STREET	1	Asphalt	20	15	35	60	**87**	**85**				
16292	PENINSULA AV N	DUE EAST ST	NORMANDY AV	2	URBAN COLLECTOR	1	Asphalt	21	297	727	60	**87**	**85**				
26275	PENINSULA AV N	LINCOLN AV	DUE EAST ST	2	URBAN COLLECTOR	1	Asphalt	20	299	699	60	**89**	**87**				
18557	PENINSULA AV N	FLORIDA AV	ESTHER ST	2	URBAN COLLECTOR	1	Asphalt	21	153	376	60	**89**	**87**				
27452	PENINSULA AV N	ASIRE CT	FLORIDA AV	2	URBAN COLLECTOR	1	Asphalt	22	80	206	60	**89**	**87**				
39624	PENINSULA AV N	UNNAMED	EOP	2	URBAN COLLECTOR	1	Asphalt	20	104	244	60	**90**	**88**				
29544	PENINSULA AV N	FLORIDA AV	FLORIDA AV	2	URBAN COLLECTOR	1	Asphalt	21	50	122	60	**94**	**92**				
28489	PENINSULA AV S	2ND AV E	OCEAN AV	2	URBAN COLLECTOR	1	Asphalt	26	1,699	5,154	60	**71**	**69**				
17210	PENINSULA AV S	OCEAN AV	OAKWOOD AV	2	URBAN COLLECTOR	1	Asphalt	22	622	1,595	60	**73**	**71**				
26766	PENINSULA AV S	OAKWOOD AV	CEDAR AV	2	URBAN COLLECTOR	1	Asphalt	20	263	615	60	**75**	**73**				
26280	PENINSULA AV S	CEDAR AV	COLUMBUS AV	2	URBAN COLLECTOR	1	Asphalt	20	312	729	60	**81**	**79**				
35233	PENINSULA AV S	SR A1A (S CAUSEWAY)	2ND AV E	2	URBAN COLLECTOR	1	Asphalt	38	149	659	60	**81**	**79**				
17182	PENINSULA AV S	COLUMBUS AV	FLAGLER AV	2	URBAN COLLECTOR	1	Asphalt	21	334	817	60	**83**	**81**				
17788	PINE ST N	NORMANDY AV	CONDICT DR	3	LOCAL STREET	1	Asphalt	20	296	690	80	**59**	**57**				
29499	PINE ST N	CONDICT DR	CRAWFORD RD	3	LOCAL STREET	1	Asphalt	20	259	604	80	**62**	**60**				
16289	PINE ST N	DUE EAST ST	NORMANDY AV	3	LOCAL STREET	1	Asphalt	20	297	693	80	**68**	**66**				
24084	PINE ST N	LINCOLN AV	DUE EAST ST	3	LOCAL STREET	1	Asphalt	20	305	711	60	**75**	**73**				
27402	PINE ST N	ESTHER ST	LINCOLN AV	3	LOCAL STREET	1	Asphalt	20	173	403	60	**85**	**83**				

25757	PINE ST N	PINE ST S	FLORIDA AV	3	LOCAL STREET	1	Asphalt	20	318	743	60	**85**	**83**						
17161	PINE ST N	FLORIDA AV	ESTHER ST	3	LOCAL STREET	1	Asphalt	20	156	365	60	**88**	**86**						
17208	PINE ST S	OCEAN AV	OAKWOOD AV	3	LOCAL STREET	1	Asphalt	20	615	1,436	60	**69**	**67**						
32212	PINE ST S	JESSAMINE AV	FLAGLER AV	3	LOCAL STREET	1	Asphalt	24	215	603	60	**69**	**67**						
17272	PINE ST S	2ND AV E	OCEAN AV	3	LOCAL STREET	1	Asphalt	20	1,706	3,982	60	**75**	**73**						
17192	PINE ST S	CEDAR AV	CEDAR AV	3	LOCAL STREET	1	Asphalt	21	34	84	60	**100**	**98**						
17181	PINE ST S	COLUMBUS AV	JESSAMINE AV	3	LOCAL STREET	1	Asphalt	20	114	266	60	**100**	**98**						
17202	PINE ST S	OAKWOOD AV	CEDAR AV	3	LOCAL STREET	1	Asphalt	36	230	968	60	**100**	**98**						
17189	PINE ST S	CEDAR AV	COLUMBUS AV	3	LOCAL STREET	1	Asphalt	21	193	472	60	**100**	**98**						
38312	PINE ST S	COLUMBUS AV	COLUMBUS AV	3	LOCAL STREET	1	Asphalt	20	119	278	60	**100**	**98**						
17082	QUAY ASSISI	EOP	QUAY ASSISI	3	LOCAL STREET	1	Asphalt	40	120	558	60	**81**	**79**						
24489	QUAY ASSISI	VIA CAPRI	VIA DUOMO	3	LOCAL STREET	1	Asphalt	21	574	1,407	60	**83**	**81**						
23885	QUAY ASSISI	BARRACUDA BLVD	VIA AMALFI	3	LOCAL STREET	1	Asphalt	19	1,277	2,830	60	**85**	**83**						
28874	QUAY ASSISI	VIA DUOMO	DS@1676E VIA DUOMO	3	LOCAL STREET	1	Asphalt	22	1,676	4,302	60	**86**	**84**						
16975	QUAY ASSISI	N CAUSEWAY	LAGOON CT	3	LOCAL STREET	1	Asphalt	30	633	2,216	60	**86**	**84**						
24495	QUAY ASSISI	VIA BENEVENTO	VIA CAPRI	3	LOCAL STREET	1	Asphalt	19	614	1,361	60	**87**	**85**						
25759	QUAY ASSISI	VIA AMALFI	VIA BENEVENTO	3	LOCAL STREET	1	Asphalt	19	502	1,114	60	**87**	**85**						
28880	QUAY ASSISI	JACARANDA CAY CT	SABAL CAY CT	3	LOCAL STREET	1	Asphalt	27	160	503	60	**88**	**86**						
17255	QUAY ASSISI	LAGOON CT	JACARANDA CAY CT	3	LOCAL STREET	1	Asphalt	38	51	226	60	**89**	**87**						
23835	QUAY ASSISI	POINCIANA COVE CT	BARRACUDA BLVD	3	LOCAL STREET	1	Asphalt	23	1,336	3,586	60	**89**	**87**						
30482	QUAY ASSISI	DS@1676E VIA DUOMO	EOP	3	LOCAL STREET	1	Asphalt	28	483	1,579	60	**93**	**91**						
29503	QUAY ASSISI	HEATHER POINT CT	POINCIANA COVE CT	3	LOCAL STREET	1	Asphalt	24	216	606	60	**94**	**92**						
27410	QUAY ASSISI	SABAL CAY CT	HEATHER POINT CT	3	LOCAL STREET	1	Asphalt	24	132	370	60	**94**	**92**						
17334	RICHMOND DR	EOP	DS@880E EOP	3	LOCAL STREET	1	Asphalt	21	751	1,840	80	**62**	**60**	mill 3" and resurface 1.5"	1,840	$2.91	$5,354.40		
27882	RICHMOND DR	DS@554E RICHMOND DR	SR A1A (LYTLE AV)	3	LOCAL STREET	1	Asphalt	22	1,190	3,053	60	**67**	**65**	mill 3" and resurface 1.5"	3,053	$2.91	$8,884.23		
17333	RICHMOND DR	RICHMOND DR	DS@554E RICHMOND DR	3	LOCAL STREET	1	Asphalt	20	562	1,311	60	**68**	**66**	mill 3" and resurface 1.5"	1,311	$2.91	$3,815.01		
140095	RIVERWALK DR	N CAUSEWAY	DS@99W N CAUSEWAY	3	LOCAL STREET	1	Asphalt	43	99	498	60	**77**	**75**						
19026	ROBINSON RD	PENINSULA AV N	ATLANTIC AV N	3	LOCAL STREET	1	Asphalt	21	1,093	2,679	60	**70**	**68**		2,679	$2.91	$7,795.89		
140101	SALUDO ST	EOP	DESOTO DR	3	LOCAL STREET	1	Asphalt	19	154	341	60	**85**	**83**						
30311	SALUDO ST	DESOTO DR	GRANADA ST	3	LOCAL STREET	1	Asphalt	20	510	1,189	60	**91**	**89**						
19025	SAPPHIRE RD	PENINSULA AV N	ATLANTIC AV N	2	URBAN COLLECTOR	1	Asphalt	20	598	1,396	60	**64**	**62**	don't crown, South Higher then North	1,396	$2.91	$4,062.36		
17047	SAPPHIRE RD	ATLANTIC AV N	ATLANTIC AV N	2	URBAN COLLECTOR	1	Asphalt	20	361	843	60	**65**	**63**		843	$2.91	$2,453.13		
19193	SAPPHIRE RD	EOP	PENINSULA AV N	3	LOCAL STREET	1	Asphalt	19	271	600	60	**100**	**98**						
24485	SPYGLASS LN	OCEAN DR	EOP	3	LOCAL STREET	1	Asphalt	27	595	1,874	80	**55**	**53**		1,874	$2.91	$5,453.34		
19021	SURF ST	PENINSULA AV N	BEACON ST	3	LOCAL STREET	1	Asphalt	22	341	874	80	**67**	**65**	add timber where shell meets road	874	$2.91	$2,543.34		
26348	SURF ST	INDIAN RIVER RD N	PENINSULA AV N	3	LOCAL STREET	1	Asphalt	18	391	820	60	**100**	**98**						
40013	UNNAMED	MARINA BAY DR	DESOTO DR	3	LOCAL STREET	1	Asphalt	20	409	955	60	**66**	**64**	These are the roads just to the south of the n cswy - frontage area. Not in front of new condos					
140009	UNNAMED	OLD FEGER DR	MARINA BAY DR	3	LOCAL STREET	1	Asphalt	17	83	165	30	**70**	**68**	These are the roads just to the south of the n cswy - frontage area. Not in front of new condos					
40016	UNNAMED	DESOTO DR	DESOTO DR	3	LOCAL STREET	1	Asphalt	22	384	986	60	**75**	**73**	These are the roads just to the south of the n cswy - frontage area. Not in front of new condos					
39566	UNNAMED	BOATYARD ST	OLD FEGER DR	3	LOCAL STREET	1	Asphalt	18	190	398	60	**89**	**87**						
140010	UNNAMED	DESOTO DR	EOP	3	LOCAL STREET	1	Asphalt	21	143	350	60	**95**	**93**						
17175	VIA AMALFI	QUAY ASSISI	EOP	3	LOCAL STREET	1	Asphalt	34	169	670	60	**78**	**76**						
17164	VIA BENEVENTO	QUAY ASSISI	EOP	3	LOCAL STREET	1	Asphalt	25	643	1,875	60	**86**	**84**						
15253	VIA CAPRI	QUAY ASSISI	EOP	3	LOCAL STREET	1	Asphalt	25	943	2,750	60	**89**	**87**						
16290	VIA DUOMO	EOP	QUAY ASSISI	3	LOCAL STREET	1	Asphalt	27	688	2,169	60	**96**	**94**						

31658	VILLA WAY	DS@304S MINORCA BEACH WAY	VILLA WAY	3	LOCAL STREET	1	Asphalt	20	1,582	3,692	60	**80**	**78**			
35184	VILLA WAY	MINORCA BEACH WAY	DS@304S MINORCA BEACH WAY	3	LOCAL STREET	1	Asphalt	22	304	779	60	**80**	**78**			
17207	YUPON AV	OCEAN AV	OAKWOOD AV	3	LOCAL STREET	1	Asphalt	18	612	1,286	60	**100**	**98**			
17271	YUPON AV	2ND AV E	OCEAN AV	3	LOCAL STREET	1	Asphalt	18	1,708	3,588	60	**100**	**98**			
										307,516						
														Totals	101,941	$2.91 $296,648.31

23816	BOATYARD ST	EOP	DS@422N EOP	3	LOCAL STREET	1	Asphalt	24	548	1,534	60	**66**	**64**	Millings
150452	BOATYARD ST	DS@422N EOP	OLD FEGER DR	3	LOCAL STREET	1	Asphalt	23	127	340	30	**67**	**65**	Millings

Tons (TN)	$/TN	Paving Cost	MOT	Temp Paint	Thermo	Total/Road
				TBD	TBD	
22	$133.55	$2,938.10	$1,500.00			$5,139.41
				TBD	TBD	
59	$133.55	$7,879.45	$1,500.00			$11,253.49
				TBD	TBD	
37	$133.55	$4,941.35	$1,500.00			$7,622.81
				TBD	TBD	
32	$133.55	$4,273.60	$1,500.00			$6,797.92
				TBD	TBD	
57	$133.55	$7,612.35	$1,500.00			$10,919.46
				TBD	TBD	
71	$133.55	$9,482.05	$1,500.00			$13,237.30
				TBD	TBD	
54	$133.55	$7,211.70	$1,500.00			$10,443.15
				TBD	TBD	
130	$133.55	$17,361.50	$1,500.00			$23,019.89
				TBD	TBD	
186	$133.55	$24,840.30	$1,500.00			$32,299.98
				TBD	TBD	
72	$133.55	$9,615.60	$1,500.00			$13,423.23
				TBD	TBD	
87	$133.55	$11,618.85	$1,500.00			$15,903.72
135	$133.55	$18,029.25	$1,500.00	TBD	TBD	$23,836.05
63	$133.55	$8,413.65	$1,500.00	TBD	TBD	$11,907.00
63	$133.55	$8,413.65	$1,500.00	TBD	TBD	$11,918.64
67	$133.55	$8,947.85	$1,500.00	TBD	TBD	$12,566.33
78	$133.55	$10,416.90	$1,500.00	TBD	TBD	$14,387.49
7	$133.55	$934.85	$1,500.00	TBD	TBD	$2,650.19
32	$133.55	$4,273.60	$1,500.00	TBD	TBD	$6,768.82
53	$133.55	$7,078.15	$1,500.00	TBD	TBD	$10,251.40
81	$133.55	$10,817.55	$1,500.00	TBD	TBD	$14,887.08

63	$133.55	$8,413.65	$1,500.00	TBD	TBD	$11,909.91
36	$133.55	$4,807.80	$1,500.00	TBD	TBD	$7,454.34
73	$133.55	$9,749.15	$1,500.00	TBD	TBD	$13,571.33
59	$133.55	$7,879.45	$1,500.00	TBD	TBD	$11,259.31
158	$133.55	$21,100.90	$1,500.00	TBD	TBD	$27,638.11
149	$133.55	$19,898.95	$1,500.00	TBD	TBD	$26,150.98
54	$133.55	$7,211.70	$1,500.00	TBD	TBD	$10,422.78
64	$133.55	$8,547.20	$1,500.00	TBD	TBD	$12,087.11
63	$133.55	$8,413.65	$1,500.00	TBD	TBD	$11,924.46
40	$133.55	$5,342.00	$1,500.00	TBD	TBD	$8,107.85
160	$133.55	$21,368.00	$1,500.00	TBD	TBD	$27,977.96
901	$133.55	$120,328.55	$1,500.00	TBD	TBD	$150,695.75
97	$133.55	$12,954.35	$1,500.00	TBD	TBD	$17,544.77
101	$133.55	$13,488.55	$1,500.00	TBD	TBD	$18,201.19
93	$133.55	$12,420.15	$1,500.00	TBD	TBD	$16,899.99
53	$133.55	$7,078.15	$1,500.00	TBD	TBD	$10,257.22
130	$133.55	$17,361.50	$1,500.00	TBD	TBD	$23,025.71
119	$133.55	$15,892.45	$1,500.00	TBD	TBD	$21,198.73
187	$133.55	$24,973.85	$1,500.00	TBD	TBD	$32,450.99
116	$133.55	$15,491.80	$1,500.00	TBD	TBD	$20,702.05
85	$133.55	$11,351.75	$1,500.00	TBD	TBD	$15,569.69
31	$133.55	$4,140.05	$1,500.00	TBD	TBD	$6,620.72

33	$133.55	$4,407.15	$1,500.00	TBD	TBD	$6,946.02
68	$133.55	$9,081.40	$1,500.00	TBD	TBD	$12,749.35
75	$133.55	$10,016.25	$1,500.00	TBD	TBD	$13,902.45
53	$133.55	$7,078.15	$1,500.00	TBD	TBD	$10,277.59
57	$133.55	$7,612.35	$1,500.00	TBD	TBD	$10,913.64
57	$133.55	$7,612.35	$1,500.00	TBD	TBD	$10,910.73
62	$133.55	$8,280.10	$1,500.00	TBD	TBD	$11,744.35
59	$133.55	$7,879.45	$1,500.00	TBD	TBD	$11,247.67
40	$133.55	$5,342.00	$1,500.00	TBD	TBD	$8,096.21
162	$133.55	$21,635.10	$1,500.00	TBD	TBD	$28,317.81
117	$133.55	$15,625.35	$1,500.00	TBD	TBD	$20,864.70
27	$133.55	$3,605.85	$1,500.00	TBD	TBD	$5,970.12
35	$133.55	$4,674.25	$1,500.00	TBD	TBD	$7,268.41
27	$133.55	$3,605.85	$1,500.00	TBD	TBD	$5,952.66
128	$133.55	$17,094.40	$1,500.00	TBD	TBD	$22,674.22
151	$133.55	$20,166.05	$1,500.00	TBD	TBD	$26,490.83
151	$133.55	$20,166.05	$1,500.00	TBD	TBD	$26,499.56
82	$133.55	$10,951.10	$1,500.00	TBD	TBD	$15,070.10
169	$133.55	$22,569.95	$1,500.00	TBD	TBD	$29,468.00
102	$133.55	$13,622.10	$1,500.00	TBD	TBD	$18,369.66
34	$133.55	$4,540.70	$1,500.00	TBD	TBD	$7,102.85
346	$133.55	$46,208.30	$1,500.00	TBD	TBD	$58,775.03
84	$133.55	$11,218.20	$1,500.00	TBD	TBD	$15,380.85
49	$133.55	$6,543.95	$1,500.00	TBD	TBD	$9,600.80
29	$133.55	$3,872.95	$1,500.00	TBD	TBD	$6,301.24
33	$133.55	$4,407.15	$1,500.00	TBD	TBD	$6,948.93
124	$133.55	$16,560.20	$1,500.00	TBD	TBD	$22,017.80
130	$133.55	$17,361.50	$1,500.00	TBD	TBD	$23,016.98
239	$133.55	$31,918.45	$1,500.00	TBD	TBD	$41,054.29

162	$133.55	$21,635.10	$1,500.00	TBD	TBD	$28,303.26
68	$133.55	$9,081.40	$1,500.00	TBD	TBD	$12,740.62
67	$133.55	$8,947.85	$1,500.00	TBD	TBD	$12,575.06
102	$133.55	$13,622.10	$1,500.00	TBD	TBD	$18,381.30
84	$133.55	$11,218.20	$1,500.00	TBD	TBD	$15,404.13
63	$133.55	$8,413.65	$1,500.00	TBD	TBD	$11,912.82
65	$133.55	$8,680.75	$1,500.00	TBD	TBD	$12,241.03
275	$133.55	$36,726.25	$1,500.00	TBD	TBD	$47,020.27
29	$133.55	$3,872.95	$1,500.00	TBD	TBD	$6,283.78
237	$133.55	$31,651.35	$1,500.00	TBD	TBD	$40,720.26
105	$133.55	$14,022.75	$1,500.00	TBD	TBD	$18,886.71
88	$133.55	$11,752.40	$1,500.00	TBD	TBD	$16,048.91
14	$133.55	$1,869.70	$1,500.00	TBD	TBD	$3,791.65
40	$133.55	$5,342.00	$1,500.00	TBD	TBD	$8,104.94
81	$133.55	$10,817.55	$1,500.00	TBD	TBD	$14,901.63
46	$133.55	$6,143.30	$1,500.00	TBD	TBD	$9,086.66
93	$133.55	$12,420.15	$1,500.00	TBD	TBD	$16,899.99
74	$133.55	$9,882.70	$1,500.00	TBD	TBD	$13,754.35
94	$133.55	$12,553.70	$1,500.00	TBD	TBD	$17,039.36

31	$133.55	$4,140.05	$1,500.00	TBD	TBD	$6,617.81

167	$133.55	$22,302.85	$1,500.00	TBD	TBD	$29,157.25
278	$133.55	$37,126.90	$1,500.00	TBD	TBD	$47,511.13
119	$133.55	$15,892.45	$1,500.00	TBD	TBD	$21,207.46
244	$133.55	$32,586.20	$1,500.00	TBD	TBD	$41,882.09
127	$133.55	$16,960.85	$1,500.00	TBD	TBD	$22,523.21
77	$133.55	$10,283.35	$1,500.00	TBD	TBD	$14,236.48
171	$133.55	$22,837.05	$1,500.00	TBD	TBD	$29,790.39
80	$133.55	$10,684.00	$1,500.00	TBD	TBD	$14,727.34

10,022	$133.55	$1,338,438.10	$157,500	$20,000.00	$65,114.78	$1,877,701.19

GISID	On Street	From Street	To Street	FunCL Code
5982	10TH ST	MAGNOLIA ST	RIVERSIDE DR S	2
5985	10TH ST	PALMETTO CT	PALMETTO ST	2
105986	10TH ST	GORMAN ST	PALMETTO CT	2
5984	10TH ST	PALMETTO ST	EOP	2
17090	1ST ST	LIVE OAK ST	MAGNOLIA ST	3
16592	1ST ST	MAGNOLIA ST	RIVERSIDE DR S	3
23723	1ST ST	US HWY 1 (DIXIE FREEWAY S)	PALMETTO ST	3
17097	1ST ST	PALMETTO ST	LIVE OAK ST	3
17104	2ND ST	PALMETTO ST	LIVE OAK ST	3
17111	2ND ST	US HWY 1 (DIXIE FREEWAY S)	PALMETTO ST	3
23721	2ND ST	LIVE OAK ST	MAGNOLIA ST	3
23719	2ND ST	MAGNOLIA ST	RIVERSIDE DR S	3
17112	3RD ST	LIVE OAK ST	MAGNOLIA ST	3
17120	3RD ST	ORANGE ST S	PALMETTO ST	3
17115	3RD ST	PALMETTO ST	LIVE OAK ST	3
17124	3RD ST	US HWY 1 (DIXIE FREEWAY S)	ORANGE ST S	3
17110	3RD ST	MAGNOLIA ST	RIVERSIDE DR S	3
23739	4TH ST	PALMETTO ST	LIVE OAK ST	3
17141	4TH ST	US HWY 1 (DIXIE FREEWAY S)	ORANGE ST S	3
23732	4TH ST	MAGNOLIA ST	RIVERSIDE DR S	3
17138	4TH ST	ORANGE ST S	PALMETTO ST	3
23734	4TH ST	LIVE OAK ST	MAGNOLIA ST	3
16597	5TH ST	LIVE OAK ST	MAGNOLIA ST	3
16599	5TH ST	PALMETTO ST	LIVE OAK ST	3
17144	5TH ST	MAGNOLIA ST	RIVERSIDE DR S	3
123746	5TH ST	RIVERSIDE DR S	COMMODORE DR	3
16872	6TH ST	PALMETTO ST	LIVE OAK ST	3
16607	6TH ST	US HWY 1 (DIXIE FREEWAY S)	PALMETTO ST	3
16861	6TH ST	MAGNOLIA ST	RIVERSIDE DR S	3
16865	6TH ST	LIVE OAK ST	MAGNOLIA ST	3
23761	7TH ST	PALMETTO ST	LIVE OAK ST	3
23759	7TH ST	LIVE OAK ST	MAGNOLIA ST	3
23757	7TH ST	MAGNOLIA ST	RIVERSIDE DR S	3
16561	7TH ST W	EOP	B ST	3
19286	7TH ST W	STACY LN	MYRTLE AV S	3
16559	7TH ST W	B ST	STACY LN	3
23763	8TH ST	MAGNOLIA ST	COQUINA DR	3
16824	8TH ST	LIVE OAK ST	MAGNOLIA ST	3
16874	8TH ST	PALMETTO ST	LIVE OAK ST	3
23762	8TH ST	COQUINA DR	RIVERSIDE DR S	3
23771	9TH ST	US HWY 1 (DIXIE FREEWAY S)	LIVE OAK ST	3
23770	9TH ST	LIVE OAK ST	MAGNOLIA ST	3
23773	9TH ST	PALMETTO ST	US HWY 1 (DIXIE FREEWAY S)	3

16833	9TH ST	COQUINA DR	RIVERSIDE DR S	3
23767	9TH ST	MAGNOLIA ST	COQUINA DR	3
40041	ALLEY W OF LIVE OAK ST	SR 44 (LYTLE AV)	DOUGLAS ST	4
40039	ALLEY W OF LIVE OAK ST	DOWNING ST	CANAL ST	4
40040	ALLEY W OF LIVE OAK ST	DOUGLAS ST	DOWNING ST	4
40042	ALLEY W OF MAGNOLIA ST	DOWNING ST	CANAL ST	4
40044	ALLEY W OF MAGNOLIA ST	MAGNOLIA ST	DOUGLAS ST	4
40043	ALLEY W OF MAGNOLIA ST	DOUGLAS ST	DOWNING ST	4
40025	ALLEY W OF MAGNOLIA ST	ANDERSON ST	ANDREWS ST	4
40026	ALLEY W OF MAGNOLIA ST	SMITH ST	ANDERSON ST	4
40036	ALLEY W OF PALMETTO ST	EOP	DOUGLAS ST	4
40023	ALLEY W OF PALMETTO ST	ANDERSON ST	ANDREWS ST	4
40024	ALLEY W OF PALMETTO ST	SMITH ST	ANDERSON ST	4
40034	ALLEY W OF PALMETTO ST	DOUGLAS ST	DOWNING ST	4
40035	ALLEY W OF PALMETTO ST	DOWNING ST	CANAL ST	4
40038	ALLEY W OF S ORANGE ST	DOUGLAS ST	DOWNING ST	4
40037	ALLEY W OF S ORANGE ST	DOWNING ST	CANAL ST	4
40030	ALLEY W OF S RIVERSIDE DR	DOWNING ST	CANAL ST	4
40032	ALLEY W OF S RIVERSIDE DR	SR A1A (LYTLE AV)	DOUGLAS ST	4
40031	ALLEY W OF S RIVERSIDE DR	ANDREWS ST	SR A1A (LYTLE AV)	4
40033	ALLEY W OF S RIVERSIDE DR	DOUGLAS ST	DOWNING ST	4
40028	ALLEY W OF S RIVERSIDE DR	SMITH ST	ANDERSON ST	4
40027	ALLEY W OF S RIVERSIDE DR	ANDERSON ST	ANDREWS ST	4
17328	ALMA CT	EOP	WASHINGTON ST	3
116993	ANDERSON ST	LIVE OAK ST	MAGNOLIA ST	3
123696	ANDERSON ST	MAGNOLIA ST	RIVERSIDE DR S	3
17008	ANDERSON ST	US HWY 1 (DIXIE FREEWAY S)	ORANGE ST S	3
117003	ANDERSON ST	ORANGE ST S	PALMETTO ST	3
117366	ANDREWS ST	MAGNOLIA ST	RIVERSIDE DR S	3
23691	ANDREWS ST	LIVE OAK ST	MAGNOLIA ST	3
16995	ANDREWS ST	US HWY 1 (DIXIE FREEWAY S)	ORANGE ST S	3
123697	ANDREWS ST	ORANGE ST S	PALMETTO ST	3
5071	BAY ST	CANAL ST	VILLAGE ST	3
30316	BROOKS ST	ENTERPRISE AV	ROPER ST	3
140099	CALYPSO WAY	EOP	CORONADO COVE RD	3
140098	CALYPSO WAY	CORONADO COVE RD	INGHAM RD	3
16302	CANAL ST	LIVE OAK ST	FAULKNER ST	1
27883	CANAL ST	MAGNOLIA ST	SAMS AV	1
17357	CANAL ST	US HWY 1 (DIXIE FREEWAY S)	ORANGE ST S	1
29506	CANAL ST	SAMS AV	RIVERSIDE DR S	1
123679	CANAL ST	RUSH ST	LIVE OAK ST	1
123682	CANAL ST	ORANGE ST S	PALMETTO ST	1
115258	CANAL ST	FAULKNER ST	MAGNOLIA ST	1
23680	CANAL ST	PALMETTO ST	RUSH ST	1
39570	CAVEDO ST	STACY LN	MYRTLE AV S	3
17298	CHARLOVIX ST	SHELDON ST	PALM ST	3
17305	CHARLOVIX ST	MYRTLE AV N	SHELDON ST	3
17279	CHARLOVIX ST	PALM ST	JOSIE ST	3
17301	CHARLOVIX ST	SHELDON ST	SHELDON ST	3

5856	CHERRY ST	WILKINS ST	MARTIN ST	3
5855	CHERRY ST	DS@356N WALTER ST	WILKINS ST	3
5854	CHERRY ST	WALTER ST	DS@356N WALTER ST	3
23726	CHISHOLM ST	FIELD ST	MEADOW WOOD ST	3
23716	CHISHOLM ST	MEADOW WOOD ST	SR 44	3
17151	CITRON ST	DOWNING ST	CANAL ST	3
25994	CLAUDIA ST	ELEANORE AV	PHYLLIS AV	3
16767	CLAUDIA ST	PHYLLIS AV	LOUISE AV	3
28486	CLAUDIA ST	LOUISE AV	EOP	3
23712	CLINCH ST	MAGNOLIA ST	RIVERSIDE DR S	3
140097	CORONADO COVE RD	CR 4137 (OLD MISSION RD)	CALYPSO WAY	3
140154	DIMMICK ST	DS@693N WASHINGTON ST	MARY AV	3
17337	DIMMICK ST	WASHINGTON ST	DS@693N WASHINGTON ST	3
23684	DIMMICK ST	RAILROAD ST	JULIA ST	3
23681	DIMMICK ST	JULIA ST	WASHINGTON ST	3
23071	DIMMICK ST	CANAL ST	RAILROAD ST	3
16612	DONLON DR	RIVERSIDE DR S	EOP	3
23078	DOUGLAS ST	US HWY 1 (DIXIE FREEWAY S)	ORANGE ST S	3
23072	DOUGLAS ST	PALMETTO ST	LIVE OAK ST	3
16568	DOUGLAS ST	LIVE OAK ST	MAGNOLIA ST	3
123075	DOUGLAS ST	ORANGE ST S	PALMETTO ST	3
117088	DOUGLAS ST	MAGNOLIA ST	RIVERSIDE DR S	3
117345	DOWNING ST	MAGNOLIA ST	RIVERSIDE DR S	3
17351	DOWNING ST	LIVE OAK ST	MAGNOLIA ST	3
17145	DOWNING ST	US HWY 1 (DIXIE FREEWAY S)	ORANGE ST S	3
123687	DOWNING ST	ORANGE ST S	PALMETTO ST	3
23685	DOWNING ST	PALMETTO ST	LIVE OAK ST	3
16990	DOWNING ST	PARK BLVD	MYRTLE AV S	3
17359	DOWNING ST	CHESTNUT ST	CITRON ST	3
17370	DOWNING ST	MYRTLE AV S	CHESTNUT ST	3
17363	DUSS ST N	CANAL ST	JULIA ST	3
17353	DUSS ST N	WASHINGTON ST	JEFFERSON ST	3
28491	DUSS ST N	MARY AV	ENTERPRISE AV	3
16571	DUSS ST N	JULIA ST	WASHINGTON ST	3
17318	DUSS ST N	ENTERPRISE AV	WARN-REE CIR	3
15259	DUSS ST N	JEFFERSON ST	MARY AV	3
17278	DUSS ST N	WARN-REE CIR	EOP	3
17103	DUSS ST S	FIELD ST	MEADOW WOOD ST	3
6033	ENTERPRISE AV	MILFORD PL	BROOKS ST	2
6028	ENTERPRISE AV	DUSS ST N	MYRTLE AV N	2
6026	ENTERPRISE AV	SINNKA ST	DUSS ST N	2
6032	ENTERPRISE AV	BROOKS ST	INWOOD AV	2
6025	ENTERPRISE AV	INWOOD AV	SINNKA ST	2
6027	ENTERPRISE AV	DUSS ST N	DUSS ST N	2
19233	FAULKNER ST	JULIA ST	WASHINGTON ST	2
23314	FAULKNER ST	CANAL ST	JULIA ST	2
19231	FAULKNER ST	MURRAY ST	MARY AV	2
19232	FAULKNER ST	WASHINGTON ST	MURRAY ST	2
31314	FAULKNER ST	MARSHALL ST	RONNOC LN	2

6002	FIELD ST	DUSS ST S	MYRTLE AV S	3
6003	FIELD ST	CHISHOLM ST	DUSS ST S	3
6004	FIELD ST	SLATTON ST	CHISHOLM ST	3
140094	GORMAN ST	10TH ST	10TH ST	2
16602	GRANDVIEW DR	RIVERSIDE DR S	EOP	3
18554	HILLMAN ST	WASHINGTON ST	MURRAY ST	3
17087	INWOOD AV	WASHINGTON ST	JEFFERSON ST	3
17794	INWOOD AV	JULIA ST	WASHINGTON ST	3
17795	INWOOD AV	CANAL ST	JULIA ST	3
17331	INWOOD AV	MARY AV	ENTERPRISE AV	3
17342	INWOOD AV	JEFFERSON ST	EOP	3
5823	JEFFERSON ST	DUSS ST N	MYRTLE AV N	3
5824	JEFFERSON ST	INWOOD AV	DUSS ST N	3
5825	JEFFERSON ST	MILFORD PL	INWOOD AV	3
26849	JOSIE ST	MARY AV	CHARLOVIX ST	3
5814	JULIA ST	DIMMICK ST	RAILROAD ST	3
5817	JULIA ST	US HWY 1(DIXIE FREEWAY N)	ORANGE ST N	3
5820	JULIA ST	FAULKNER ST	SAMS AV	3
5807	JULIA ST	BAY ST	MILFORD PL	3
5810	JULIA ST	DUSS ST N	MYRTLE AV N	3
152344	JULIA ST	RUSH ST	RUSH ST	3
5819	JULIA ST	RUSH ST	FAULKNER ST	3
5818	JULIA ST	ORANGE ST N	RUSH ST	3
5812	JULIA ST	LEWIS ST	DIMMICK ST	3
5808	JULIA ST	MILFORD PL	INWOOD AV	3
5815	JULIA ST	DS@104E RAILROAD ST	US HWY 1(DIXIE FREEWAY N)	3
5809	JULIA ST	INWOOD AV	DUSS ST N	3
5811	JULIA ST	MYRTLE AV N	LEWIS ST	3
5813	JULIA ST	DIMMICK ST	DIMMICK ST	3
140113	JULIA ST	RAILROAD ST	DS@104E RAILROAD ST	3
23753	KEELY CIR	RIVERSIDE DR S	EOP	3
17148	LEWIS ST	CANAL ST	JULIA ST	3
23692	LIVE OAK ST	ANDREWS ST	SR A1A (LYTLE AV)	3
16569	LIVE OAK ST	DOUGLAS ST	DOWNING ST	3
17352	LIVE OAK ST	DOWNING ST	CANAL ST	3
17153	LIVE OAK ST	SR A1A (LYTLE AV)	DOUGLAS ST	3
17005	LIVE OAK ST	SMITH ST	ANDERSON ST	3
16839	LIVE OAK ST	9TH ST	8TH ST	3
23698	LIVE OAK ST	ANDERSON ST	ANDREWS ST	3
23764	LIVE OAK ST	8TH ST	7TH ST	3
17101	LIVE OAK ST	2ND ST	1ST ST	3
23760	LIVE OAK ST	7TH ST	6TH ST	3
17113	LIVE OAK ST	3RD ST	2ND ST	3
17091	LIVE OAK ST	1ST ST	SMITH ST	3
23750	LIVE OAK ST	5TH ST	4TH ST	3
23735	LIVE OAK ST	4TH ST	3RD ST	3
16866	LIVE OAK ST	6TH ST	5TH ST	3
27413	MARSHALL ST	BALL ST	FAULKNER ST	3
5830	MARY AV	DORA ST	US HWY 1(DIXIE FREEWAY N)	3

5838	MARY AV	DS@346E MILFORD PL	INWOOD AV	3
5827	MARY AV	BALL ST	RUSH ST	3
5835	MARY AV	DUSS ST N	MYRTLE AV N	3
5839	MARY AV	MILFORD PL	DS@346E MILFORD PL	3
5826	MARY AV	RUSH ST	FAULKNER ST	3
140120	MARY AV	SHELDON ST	SHELDON ST	3
5831	MARY AV	JOSIE ST	DS@320E JOSIE ST	3
5836	MARY AV	DUSS ST N	DUSS ST N	3
5837	MARY AV	INWOOD AV	DUSS ST N	3
5834	MARY AV	MYRTLE AV N	SHELDON ST	3
5841	MARY AV	DIMMICK ST	JOSIE ST	3
5840	MARY AV	PALM ST	DIMMICK ST	3
5833	MARY AV	SHELDON ST	PALM ST	3
31677	MARY AV	FAULKNER ST	RIVERSIDE DR N	3
140119	MARY AV	DS@320E JOSIE ST	DORA ST	3
5828	MARY AV	ORANGE ST N	BALL ST	3
5829	MARY AV	US HWY 1(DIXIE FREEWAY N)	ORANGE ST N	3
23711	MEADOW WOOD ST	DUSS ST S	MYRTLE AV S	3
17013	MEADOW WOOD ST	CHISHOLM ST	DUSS ST S	3
16591	MEADOW WOOD ST	SLATTON ST	CHISHOLM ST	3
17346	MAGNOLIA ST	DOWNING ST	CANAL ST	3
17149	MAGNOLIA ST	SR A1A (LYTLE AV)	DOUGLAS ST	3
17089	MAGNOLIA ST	DOUGLAS ST	DOWNING ST	3
23774	MAGNOLIA ST	10TH ST	9TH ST	3
23749	MAGNOLIA ST	5TH ST	4TH ST	3
23720	MAGNOLIA ST	2ND ST	1ST ST	3
23727	MAGNOLIA ST	3RD ST	2ND ST	3
23702	MAGNOLIA ST	SMITH ST	ANDERSON ST	3
5983	MAGNOLIA ST	DS@76N HAMILTON RD	10TH ST	2
16862	MAGNOLIA ST	6TH ST	5TH ST	3
16589	MAGNOLIA ST	ANDERSON ST	ANDREWS ST	3
17367	MAGNOLIA ST	ANDREWS ST	SR A1A (LYTLE AV)	3
16610	MAGNOLIA ST	7TH ST	6TH ST	3
23733	MAGNOLIA ST	4TH ST	3RD ST	3
16593	MAGNOLIA ST	1ST ST	CLINCH ST	3
17389	MAGNOLIA ST	8TH ST	7TH ST	3
23768	MAGNOLIA ST	9TH ST	8TH ST	3
23713	MAGNOLIA ST	CLINCH ST	SMITH ST	3
17339	MILFORD PL	MARY AV	ENTERPRISE AV	3
23688	MILFORD PL	WASHINGTON ST	JEFFERSON ST	3
23694	MILFORD PL	CANAL ST	JULIA ST	3
17349	MILFORD PL	JEFFERSON ST	MARY AV	3
23799	MILFORD PL	JULIA ST	WASHINGTON ST	3
17306	MURRAY ST	RUSH ST	FAULKNER ST	3
17312	MURRAY ST	ORANGE ST N	RUSH ST	3
17284	MURRAY ST	HILLMAN ST	RIVERSIDE DR N	3
17295	MURRAY ST	FAULKNER ST	HILLMAN ST	3
17155	MYRTLE AV N	MYRTLE AV S	JULIA ST	2
16565	MYRTLE AV N	JULIA ST	WASHINGTON ST	2

28885	MYRTLE AV N	CHARLOVIX ST	RONNOC LN	2
17347	MYRTLE AV N	WASHINGTON ST	JEFFERSON ST	2
17336	MYRTLE AV N	JEFFERSON ST	MARY AV	2
31678	MYRTLE AV N	PETTIS CT	ROSE CT	2
28941	MYRTLE AV N	RONNOC LN	EOP	3
17311	MYRTLE AV N	ENTERPRISE AV	CHARLOVIX ST	2
17325	MYRTLE AV N	MARY AV	PETTIS CT	2
29026	MYRTLE AV N	ROSE CT	ENTERPRISE AV	2
23707	MYRTLE AV S	MEADOW WOOD ST	SR 44 (LYTLE AV)	2
23705	MYRTLE AV S	SR 44 (LYTLE AV)	DOWNING ST	2
17371	MYRTLE AV S	DOWNING ST	CANAL ST	2
23798	MYRTLE AV S	10TH ST	7TH ST W	2
16884	MYRTLE AV S	7TH ST W	CAVEDO ST	2
16864	MYRTLE AV S	CAVEDO ST	BROWN ST	2
23722	MYRTLE AV S	FIELD ST	MEADOW WOOD ST	2
23748	MYRTLE AV S	BROWN ST	THOMAS ST	2
23736	MYRTLE AV S	THOMAS ST	SUITOR ST	2
17119	MYRTLE AV S	SUITOR ST	FIELD ST	2
31679	ORANGE ST N	WASHINGTON ST	MURRAY ST	3
17350	ORANGE ST N	ORANGE ST S	JULIA ST	3
17313	ORANGE ST N	MURRAY ST	MARY AV	3
23678	ORANGE ST N	JULIA ST	WASHINGTON ST	3
25263	ORANGE ST N	MARY AV	US HWY 1(DIXIE FREEWAY N)	3
16567	ORANGE ST S	DOWNING ST	CANAL ST	3
17139	ORANGE ST S	4TH ST	3RD ST	3
16992	ORANGE ST S	ANDREWS ST	SR 44 (LYTLE AV)	3
17004	ORANGE ST S	ANDERSON ST	ANDREWS ST	3
17011	ORANGE ST S	SMITH ST	ANDERSON ST	3
23690	ORANGE ST S	SR 44 (LYTLE AV)	DOUGLAS ST	3
23076	ORANGE ST S	DOUGLAS ST	DOWNING ST	3
17340	PALM ST	SHELDON ST	MARY AV	3
17280	PALM ST	CHARLOVIX ST	RONNOC LN	3
28886	PALM ST	MARY AV	CHARLOVIX ST	3
17287	PALM ST	CHARLOVIX ST	CHARLOVIX ST	3
19326	PALMETTO CT	10TH ST	EOP	3
23079	PALMETTO ST	SR 44 (LYTLE AV)	DOUGLAS ST	3
17009	PALMETTO ST	SMITH ST	ANDERSON ST	3
23686	PALMETTO ST	DOWNING ST	CANAL ST	3
16838	PALMETTO ST	US HWY 1 (DIXIE FREEWAY S)	8TH ST	3
17000	PALMETTO ST	ANDERSON ST	ANDREWS ST	3
17379	PALMETTO ST	ANDREWS ST	SR 44 (LYTLE AV)	3
23073	PALMETTO ST	DOUGLAS ST	DOWNING ST	3
17105	PALMETTO ST	2ND ST	1ST ST	3
16600	PALMETTO ST	5TH ST	4TH ST	3
16873	PALMETTO ST	6TH ST	5TH ST	3
17098	PALMETTO ST	1ST ST	SMITH ST	3
16875	PALMETTO ST	8TH ST	7TH ST	3
23777	PALMETTO ST	10TH ST	9TH ST	3
17129	PALMETTO ST	4TH ST	3RD ST	3

16615	PALMETTO ST	7TH ST	6TH ST	3
23715	PARK BLVD	SR 44	PLUM AV	3
17002	PARK BLVD	PLUM AV	DOWNING ST	3
16991	PARK BLVD	DOWNING ST	CANAL ST	3
19035	PETTIS CT	MYRTLE AV N	SHELDON ST	3
17001	PLUM AV	PARK BLVD	EOP	3
17355	RAILROAD ST	DS@258E DIMMICK ST	JULIA ST	3
23683	RAILROAD ST	DIMMICK ST	DS@258E DIMMICK ST	3
23755	RIO DEL MAR DR	7TH ST	EOP	3
17308	RIVERSIDE DR N	WASHINGTON ST	MURRAY ST	2
25266	RIVERSIDE DR N	RIVERSIDE DR S	JULIA ST	1
30313	RIVERSIDE DR N	MARY AV	RONNOC LN	2
25762	RIVERSIDE DR N	RONNOC LN	WAYNE AV	2
30487	RIVERSIDE DR N	MURRAY ST	MARY AV	2
24090	RIVERSIDE DR N	JULIA ST	WASHINGTON ST	1
23758	RIVERSIDE DR S	DONLON DR	7TH ST	2
23689	RIVERSIDE DR S	SR A1A (LYTLE AV)	DOUGLAS ST	2
23752	RIVERSIDE DR S	KEELY CIR	6TH ST	2
16878	RIVERSIDE DR S	9TH ST	8TH ST	2
17354	RIVERSIDE DR S	DOUGLAS ST	DOWNING ST	2
16560	RIVERSIDE DR S	DS@89N HAMILTON RD	10TH ST	3
16836	RIVERSIDE DR S	10TH ST	9TH ST	2
16304	RIVERSIDE DR S	DOWNING ST	CANAL ST	2
23077	RIVERSIDE DR S	ANDREWS ST	SR A1A (LYTLE AV)	2
17106	RIVERSIDE DR S	3RD ST	2ND ST	2
23718	RIVERSIDE DR S	1ST ST	CLINCH ST	2
17140	RIVERSIDE DR S	5TH ST	4TH ST	2
16829	RIVERSIDE DR S	6TH ST	5TH ST	2
17093	RIVERSIDE DR S	2ND ST	1ST ST	2
23708	RIVERSIDE DR S	CLINCH ST	SMITH ST	2
23699	RIVERSIDE DR S	SMITH ST	ANDERSON ST	2
23693	RIVERSIDE DR S	ANDERSON ST	ANDREWS ST	2
17122	RIVERSIDE DR S	4TH ST	3RD ST	2
23756	RIVERSIDE DR S	7TH ST	GRANDVIEW DR	2
16603	RIVERSIDE DR S	GRANDVIEW DR	KEELY CIR	2
17388	RIVERSIDE DR S	8TH ST	DONLON DR	2
23703	ROBERT ST	EOP	CANAL ST	3
29504	RONNOC LN	PALM ST	DS@573E PALM ST	2
16979	RONNOC LN	DORA ST	US HWY 1(DIXIE FREEWAY N)	2
140011	RONNOC LN	DUSS ST N	MYRTLE AV N	2
16976	RONNOC LN	US HWY 1(DIXIE FREEWAY N)	BALL ST	2
16984	RONNOC LN	DORA ST	DORA ST	2
16985	RONNOC LN	PECAN ST	DORA ST	2
28882	RONNOC LN	MYRTLE AV N	SHELDON ST	2
17277	RONNOC LN	SHELDON ST	PALM ST	2
17262	RONNOC LN	FAULKNER ST	RIVERSIDE DR N	2
16974	RONNOC LN	BALL ST	BALL ST	2
16971	RONNOC LN	BALL ST	FAULKNER ST	2
153653	RONNOC LN	DS@573E PALM ST	PECAN ST	2
27957	ROSE CT	MYRTLE AV N	SHELDON ST	3

5492	ROSS LN	WALLACE RD	CR 4118 (PIONEER TR)	3
17332	RUSH ST	JULIA ST	WASHINGTON ST	3
28490	RUSH ST	WASHINGTON ST	MURRAY ST	3
17307	RUSH ST	MURRAY ST	MARY AV	3
16305	RUSH ST	CANAL ST	JULIA ST	3
32015	SAMS AV	CANAL ST	JULIA ST	3
18553	SAMS AV	JULIA ST	WASHINGTON ST	3
17341	SHELDON ST	PALM ST	MARY AV	3
17299	SHELDON ST	CHARLOVIX ST	RONNOC LN	3
16306	SHELDON ST	WASHINGTON ST	PALM ST	3
27881	SHELDON ST	MARY AV	PETTIS CT	3
17309	SHELDON ST	ROSE CT	CHARLOVIX ST	3
17319	SHELDON ST	PETTIS CT	ROSE CT	3
17321	SINNKA ST	ENTERPRISE AV	ROPER ST	3
17109	SLATTON ST	FIELD ST	MEADOW WOOD ST	3
17014	SMITH ST	US HWY 1 (DIXIE FREEWAY S)	ORANGE ST S	3
23706	SMITH ST	LIVE OAK ST	MAGNOLIA ST	3
23710	SMITH ST	PALMETTO ST	LIVE OAK ST	3
17010	SMITH ST	ORANGE ST S	PALMETTO ST	3
23701	SMITH ST	MAGNOLIA ST	RIVERSIDE DR S	3
3141	WALDEN ST	EOP	OLD MIISION RD	3
5389	WASHINGTON ST	HILLMAN ST	RIVERSIDE DR N	3
5797	WASHINGTON ST	US HWY 1(DIXIE FREEWAY N)	ORANGE ST N	3
5390	WASHINGTON ST	FAULKNER ST	HILLMAN ST	3
140146	WASHINGTON ST	DS@226E DIMMICK ST	US HWY 1(DIXIE FREEWAY N)	3
5804	WASHINGTON ST	INWOOD AV	DUSS ST N	3
5805	WASHINGTON ST	MILFORD PL	INWOOD AV	3
5796	WASHINGTON ST	ORANGE ST N	ALMA CT	3
5391	WASHINGTON ST	RUSH ST	FAULKNER ST	3
5393	WASHINGTON ST	ALMA CT	RUSH ST	3
5392	WASHINGTON ST	RUSH ST	RUSH ST	3
5802	WASHINGTON ST	MYRTLE AV N	SHELDON ST	3
5800	WASHINGTON ST	DIMMICK ST	DIMMICK ST	3
5799	WASHINGTON ST	DIMMICK ST	DS@226E DIMMICK ST	3
5801	WASHINGTON ST	SHELDON ST	DIMMICK ST	3
5806	WASHINGTON ST	BAY ST	MILFORD PL	3
5803	WASHINGTON ST	DUSS ST N	MYRTLE AV N	3

Functional Class	Pavetype Code	Pavetype	Pvmnt Width (ft)	Pvmnt Length (ft)	Pvmnt Area (yd2)	Structural Index (SI)	Pvmnt Condition Index (PCI)	Est. PCI 3 Years
URBAN COLLECTOR	1	Asphalt	20	701	1,635	60	**60**	**56**
URBAN COLLECTOR	1	Asphalt	22	165	423	60	**88**	**84**
URBAN COLLECTOR	1	Asphalt	21	203	498	60	**89**	**85**
URBAN COLLECTOR	1	Asphalt	22	225	577	60	**93**	**90**
LOCAL STREET	1	Asphalt	18	375	787	60	**80**	**76**
LOCAL STREET	1	Asphalt	18	367	771	60	**80**	**77**
LOCAL STREET	1	Asphalt	22	520	1,336	60	**82**	**78**
LOCAL STREET	1	Asphalt	20	375	876	60	**83**	**80**
LOCAL STREET	1	Asphalt	23	371	996	60	**83**	**80**
LOCAL STREET	1	Asphalt	22	532	1,366	60	**83**	**80**
LOCAL STREET	1	Asphalt	19	379	841	60	**84**	**81**
LOCAL STREET	1	Asphalt	19	336	745	60	**86**	**83**
LOCAL STREET	1	Asphalt	20	379	885	60	**83**	**80**
LOCAL STREET	1	Asphalt	19	378	838	60	**84**	**80**
LOCAL STREET	1	Asphalt	38	376	1,666	60	**85**	**82**
LOCAL STREET	1	Asphalt	19	272	604	60	**89**	**85**
LOCAL STREET	1	Asphalt	22	326	837	60	**90**	**87**
LOCAL STREET	1	Asphalt	18	367	770	60	**75**	**71**
LOCAL STREET	1	Asphalt	19	290	642	60	**80**	**76**
LOCAL STREET	1	Asphalt	18	330	693	60	**80**	**77**
LOCAL STREET	1	Asphalt	18	384	806	60	**84**	**81**
LOCAL STREET	1	Asphalt	18	378	794	60	**85**	**81**
LOCAL STREET	1	Asphalt	19	372	826	60	**83**	**79**
LOCAL STREET	1	Asphalt	18	356	747	60	**85**	**82**
LOCAL STREET	1	Asphalt	20	333	778	60	**100**	**97**
LOCAL STREET	1	Asphalt	18	683	1,435	60	**100**	**97**
LOCAL STREET	1	Asphalt	22	365	937	80	**69**	**66**
LOCAL STREET	1	Asphalt	29	636	2,152	60	**72**	**68**
LOCAL STREET	1	Asphalt	18	324	680	60	**81**	**77**
LOCAL STREET	1	Asphalt	18	379	795	60	**88**	**85**
LOCAL STREET	1	Asphalt	16	376	703	60	**71**	**68**
LOCAL STREET	1	Asphalt	16	345	643	60	**80**	**76**
LOCAL STREET	1	Asphalt	16	347	647	60	**84**	**80**
LOCAL STREET	1	Asphalt	18	561	1,177	60	**85**	**81**
LOCAL STREET	1	Asphalt	21	1,253	3,069	60	**90**	**87**
LOCAL STREET	1	Asphalt	21	237	580	60	**91**	**88**
LOCAL STREET	1	Asphalt	16	253	473	60	**70**	**66**
LOCAL STREET	1	Asphalt	18	348	730	60	**72**	**68**
LOCAL STREET	1	Asphalt	18	352	740	60	**88**	**85**
LOCAL STREET	1	Asphalt	16	204	380	60	**90**	**87**
LOCAL STREET	1	Asphalt	22	223	573	80	**68**	**64**
LOCAL STREET	1	Asphalt	20	351	820	80	**68**	**65**
LOCAL STREET	1	Asphalt	25	126	368	80	**70**	**67**

LOCAL STREET	1	Asphalt	19	338	748	60	**72**	**69**
LOCAL STREET	1	Asphalt	19	250	554	60	**78**	**74**
ALLEY	1	Asphalt	10	340	397	80	**51**	**47**
ALLEY	1	Asphalt	10	364	425	60	**63**	**59**
ALLEY	1	Asphalt	10	340	397	60	**73**	**70**
ALLEY	1	Asphalt	15	356	623	80	**37**	**34**
ALLEY	1	Asphalt	16	442	826	60	**66**	**63**
ALLEY	1	Asphalt	15	341	597	60	**69**	**65**
ALLEY	1	Asphalt	10	351	409	60	**71**	**68**
ALLEY	1	Asphalt	10	343	400	60	**94**	**91**
ALLEY	1	Asphalt	16	252	471	60	**45**	**42**
ALLEY	1	Asphalt	13	351	533	60	**62**	**58**
ALLEY	1	Asphalt	10	345	402	60	**62**	**59**
ALLEY	1	Asphalt	10	338	394	60	**77**	**74**
ALLEY	1	Asphalt	10	363	423	60	**81**	**77**
ALLEY	1	Asphalt	10	339	395	80	**56**	**52**
ALLEY	1	Asphalt	17	357	709	60	**74**	**71**
ALLEY	1	Asphalt	10	360	420	80	**19**	**15**
ALLEY	1	Asphalt	10	346	404	80	**48**	**44**
ALLEY	1	Asphalt	10	381	445	60	**56**	**52**
ALLEY	1	Asphalt	10	337	393	60	**61**	**58**
ALLEY	1	Asphalt	10	338	394	60	**69**	**66**
ALLEY	1	Asphalt	10	354	413	60	**77**	**74**
LOCAL STREET	1	Asphalt	18	203	427	80	**71**	**67**
LOCAL STREET	1	Asphalt	17	189	374	60	**70**	**66**
LOCAL STREET	1	Asphalt	29	193	652	60	**80**	**76**
LOCAL STREET	1	Asphalt	22	318	816	60	**85**	**82**
LOCAL STREET	1	Asphalt	18	185	389	60	**90**	**87**
LOCAL STREET	1	Asphalt	37	193	831	60	**58**	**55**
LOCAL STREET	1	Asphalt	37	184	793	60	**68**	**64**
LOCAL STREET	1	Asphalt	20	357	834	60	**79**	**76**
LOCAL STREET	1	Asphalt	20	185	433	60	**83**	**80**
LOCAL STREET	1	Asphalt	20	372	867	60	**51**	**47**
LOCAL STREET	1	Asphalt	19	751	1,664	80	**63**	**59**
LOCAL STREET	1	Asphalt	18	45	94	60	**82**	**78**
LOCAL STREET	1	Asphalt	18	179	376	60	**84**	**80**
PRINCIPAL ARTERIAL	1	Asphalt	32	164	612	60	**80**	**76**
PRINCIPAL ARTERIAL	1	Asphalt	42	76	373	60	**84**	**81**
PRINCIPAL ARTERIAL	1	Asphalt	41	172	822	60	**85**	**81**
PRINCIPAL ARTERIAL	1	Asphalt	41	263	1,256	60	**87**	**84**
PRINCIPAL ARTERIAL	1	Asphalt	40	44	206	60	**89**	**85**
PRINCIPAL ARTERIAL	1	Asphalt	40	202	941	60	**91**	**87**
PRINCIPAL ARTERIAL	1	Asphalt	32	208	778	60	**91**	**87**
PRINCIPAL ARTERIAL	1	Asphalt	40	154	720	60	**92**	**89**
LOCAL STREET	1	Asphalt	19	1,206	2,673	60	**55**	**52**
LOCAL STREET	1	Asphalt	18	211	444	60	**79**	**76**
LOCAL STREET	1	Asphalt	17	308	611	60	**80**	**77**
LOCAL STREET	1	Asphalt	12	267	374	60	**82**	**79**
LOCAL STREET	1	Asphalt	17	82	162	60	**86**	**82**

LOCAL STREET	1	Asphalt	20	267	622	60	**59**	**56**
LOCAL STREET	1	Asphalt	20	351	819	60	**75**	**72**
LOCAL STREET	1	Asphalt	20	356	830	60	**90**	**86**
LOCAL STREET	1	Asphalt	19	962	2,132	60	**91**	**87**
LOCAL STREET	1	Asphalt	31	67	244	60	**100**	**97**
LOCAL STREET	1	Asphalt	20	357	832	80	**53**	**49**
LOCAL STREET	1	Asphalt	18	338	711	80	**58**	**55**
LOCAL STREET	1	Asphalt	18	359	754	80	**67**	**63**
LOCAL STREET	1	Asphalt	29	745	2,519	60	**71**	**67**
LOCAL STREET	1	Asphalt	25	187	544	60	**80**	**76**
LOCAL STREET	1	Asphalt	13	1,455	2,207	60	**90**	**87**
LOCAL STREET	1	Asphalt	15	267	467	30	**57**	**53**
LOCAL STREET	1	Asphalt	18	960	2,016	60	**60**	**56**
LOCAL STREET	1	Asphalt	18	224	471	60	**64**	**61**
LOCAL STREET	1	Asphalt	19	418	927	60	**71**	**67**
LOCAL STREET	1	Asphalt	18	227	476	60	**72**	**69**
LOCAL STREET	1	Asphalt	21	502	1,230	60	**58**	**54**
LOCAL STREET	1	Asphalt	21	191	467	80	**57**	**54**
LOCAL STREET	1	Asphalt	24	190	532	80	**63**	**59**
LOCAL STREET	1	Asphalt	22	184	472	80	**65**	**61**
LOCAL STREET	1	Asphalt	18	186	390	60	**65**	**62**
LOCAL STREET	1	Asphalt	24	189	530	80	**73**	**69**
LOCAL STREET	1	Asphalt	24	186	519	60	**59**	**56**
LOCAL STREET	1	Asphalt	24	188	526	60	**65**	**61**
LOCAL STREET	1	Asphalt	21	188	459	80	**70**	**66**
LOCAL STREET	1	Asphalt	21	187	459	60	**71**	**67**
LOCAL STREET	1	Asphalt	21	190	466	60	**73**	**70**
LOCAL STREET	1	Asphalt	20	734	1,712	60	**76**	**73**
LOCAL STREET	1	Asphalt	20	352	822	60	**100**	**97**
LOCAL STREET	1	Asphalt	18	577	1,211	60	**100**	**97**
LOCAL STREET	1	Asphalt	18	442	927	60	**56**	**53**
LOCAL STREET	1	Asphalt	18	427	897	60	**63**	**60**
LOCAL STREET	1	Asphalt	18	535	1,124	60	**65**	**61**
LOCAL STREET	1	Asphalt	19	426	945	60	**68**	**65**
LOCAL STREET	1	Asphalt	16	972	1,814	60	**70**	**66**
LOCAL STREET	1	Asphalt	19	397	880	60	**70**	**67**
LOCAL STREET	1	Asphalt	16	423	789	60	**71**	**68**
LOCAL STREET	1	Asphalt	20	987	2,302	60	**93**	**90**
URBAN COLLECTOR	1	Asphalt	22	66	169	60	**63**	**60**
URBAN COLLECTOR	1	Asphalt	19	256	568	60	**81**	**78**
URBAN COLLECTOR	1	Asphalt	18	232	487	60	**85**	**81**
URBAN COLLECTOR	1	Asphalt	19	407	903	60	**87**	**84**
URBAN COLLECTOR	1	Asphalt	18	60	125	60	**87**	**84**
URBAN COLLECTOR	1	Asphalt	19	22	49	60	**87**	**84**
URBAN COLLECTOR	1	Asphalt	29	412	1,396	60	**80**	**76**
URBAN COLLECTOR	1	Asphalt	30	464	1,625	60	**83**	**79**
URBAN COLLECTOR	1	Asphalt	22	240	617	60	**83**	**80**
URBAN COLLECTOR	1	Asphalt	21	596	1,460	60	**88**	**84**
URBAN COLLECTOR	1	Asphalt	18	603	1,266	60	**88**	**85**

LOCAL STREET	1	Asphalt	17	173	344	60	**81**	**77**
LOCAL STREET	1	Asphalt	18	523	1,097	60	**89**	**85**
LOCAL STREET	1	Asphalt	19	286	633	60	**94**	**90**
URBAN COLLECTOR	1	Asphalt	22	94	242	80	**72**	**69**
LOCAL STREET	1	Asphalt	28	432	1,410	60	**82**	**79**
LOCAL STREET	1	Asphalt	18	596	1,251	60	**40**	**37**
LOCAL STREET	1	Asphalt	19	423	937	60	**60**	**56**
LOCAL STREET	1	Asphalt	19	425	941	80	**63**	**60**
LOCAL STREET	1	Asphalt	19	438	972	80	**66**	**62**
LOCAL STREET	1	Asphalt	18	540	1,133	60	**68**	**65**
LOCAL STREET	1	Asphalt	18	69	144	80	**71**	**67**
LOCAL STREET	1	Asphalt	19	333	738	60	**78**	**75**
LOCAL STREET	1	Asphalt	19	358	794	60	**82**	**79**
LOCAL STREET	1	Asphalt	20	353	825	60	**86**	**83**
LOCAL STREET	1	Asphalt	21	811	1,987	60	**67**	**64**
LOCAL STREET	1	Asphalt	19	188	418	60	**57**	**53**
LOCAL STREET	1	Asphalt	24	303	850	60	**66**	**62**
LOCAL STREET	1	Asphalt	40	308	1,435	60	**69**	**65**
LOCAL STREET	1	Asphalt	18	517	1,085	60	**70**	**66**
LOCAL STREET	1	Asphalt	18	337	707	60	**76**	**73**
LOCAL STREET	1	Asphalt	22	46	117	60	**77**	**73**
LOCAL STREET	1	Asphalt	28	404	1,319	60	**82**	**79**
LOCAL STREET	1	Asphalt	28	482	1,575	60	**83**	**80**
LOCAL STREET	1	Asphalt	19	381	845	60	**100**	**97**
LOCAL STREET	1	Asphalt	18	346	726	60	**100**	**97**
LOCAL STREET	1	Asphalt	19	358	793	60	**100**	**97**
LOCAL STREET	1	Asphalt	18	362	761	60	**100**	**97**
LOCAL STREET	1	Asphalt	20	395	921	60	**100**	**97**
LOCAL STREET	1	Asphalt	20	69	162	60	**100**	**97**
LOCAL STREET	1	Asphalt	18	104	219	60	**100**	**97**
LOCAL STREET	1	Asphalt	35	272	1,111	60	**77**	**74**
LOCAL STREET	1	Asphalt	18	459	963	60	**61**	**58**
LOCAL STREET	1	Asphalt	43	384	1,925	60	**49**	**46**
LOCAL STREET	1	Asphalt	37	343	1,479	60	**59**	**55**
LOCAL STREET	1	Asphalt	44	356	1,827	60	**65**	**62**
LOCAL STREET	1	Asphalt	42	341	1,672	60	**66**	**63**
LOCAL STREET	1	Asphalt	21	347	850	80	**68**	**65**
LOCAL STREET	1	Asphalt	18	579	1,215	60	**70**	**66**
LOCAL STREET	1	Asphalt	21	349	856	60	**71**	**67**
LOCAL STREET	1	Asphalt	18	573	1,203	60	**71**	**67**
LOCAL STREET	1	Asphalt	19	356	789	60	**71**	**68**
LOCAL STREET	1	Asphalt	18	849	1,783	60	**73**	**70**
LOCAL STREET	1	Asphalt	20	439	1,025	60	**74**	**70**
LOCAL STREET	1	Asphalt	19	750	1,662	60	**74**	**71**
LOCAL STREET	1	Asphalt	19	588	1,304	60	**83**	**79**
LOCAL STREET	1	Asphalt	19	584	1,295	60	**83**	**80**
LOCAL STREET	1	Asphalt	21	574	1,407	60	**91**	**87**
LOCAL STREET	1	Asphalt	17	519	1,028	60	**83**	**80**
LOCAL STREET	1	Asphalt	25	84	244	80	**55**	**52**

LOCAL STREET	1	Asphalt	22	127	327	60	**57**	**53**
LOCAL STREET	1	Asphalt	25	56	162	80	**74**	**70**
LOCAL STREET	1	Asphalt	20	270	630	60	**75**	**71**
LOCAL STREET	1	Asphalt	20	346	807	60	**75**	**71**
LOCAL STREET	1	Asphalt	24	480	1,344	60	**75**	**71**
LOCAL STREET	1	Asphalt	24	20	55	60	**75**	**72**
LOCAL STREET	1	Asphalt	23	541	1,451	60	**76**	**72**
LOCAL STREET	1	Asphalt	21	60	146	60	**78**	**75**
LOCAL STREET	1	Asphalt	21	232	568	60	**81**	**77**
LOCAL STREET	1	Asphalt	24	285	797	60	**82**	**78**
LOCAL STREET	1	Asphalt	19	67	148	60	**82**	**79**
LOCAL STREET	1	Asphalt	22	210	538	60	**85**	**81**
LOCAL STREET	1	Asphalt	28	307	1,004	60	**86**	**83**
LOCAL STREET	1	Asphalt	23	545	1,462	60	**87**	**84**
LOCAL STREET	1	Asphalt	20	220	514	60	**87**	**84**
LOCAL STREET	1	Asphalt	25	284	828	60	**88**	**84**
LOCAL STREET	1	Asphalt	23	217	582	60	**88**	**84**
LOCAL STREET	1	Asphalt	18	324	680	80	**66**	**63**
LOCAL STREET	1	Asphalt	18	442	929	60	**71**	**67**
LOCAL STREET	1	Asphalt	18	352	740	60	**82**	**79**
LOCAL STREET	1	Asphalt	39	356	1,622	80	**52**	**48**
LOCAL STREET	1	Asphalt	36	275	1,153	60	**54**	**51**
LOCAL STREET	1	Asphalt	40	339	1,584	80	**62**	**58**
LOCAL STREET	1	Asphalt	29	307	1,040	60	**63**	**59**
LOCAL STREET	1	Asphalt	32	586	2,189	60	**64**	**60**
LOCAL STREET	1	Asphalt	30	355	1,244	60	**64**	**60**
LOCAL STREET	1	Asphalt	32	459	1,713	60	**72**	**69**
LOCAL STREET	1	Asphalt	32	339	1,266	60	**73**	**70**
URBAN COLLECTOR	1	Asphalt	28	228	745	80	**74**	**71**
LOCAL STREET	1	Asphalt	30	575	2,012	60	**75**	**72**
LOCAL STREET	1	Asphalt	31	352	1,274	60	**77**	**73**
LOCAL STREET	1	Asphalt	31	378	1,368	60	**77**	**73**
LOCAL STREET	1	Asphalt	30	851	2,978	60	**77**	**74**
LOCAL STREET	1	Asphalt	31	590	2,134	60	**78**	**74**
LOCAL STREET	1	Asphalt	31	360	1,300	60	**79**	**76**
LOCAL STREET	1	Asphalt	29	581	1,965	60	**81**	**77**
LOCAL STREET	1	Asphalt	28	573	1,870	60	**81**	**77**
LOCAL STREET	1	Asphalt	31	394	1,424	60	**81**	**78**
LOCAL STREET	1	Asphalt	19	548	1,214	60	**55**	**51**
LOCAL STREET	1	Asphalt	19	425	942	60	**65**	**62**
LOCAL STREET	1	Asphalt	20	485	1,132	60	**77**	**74**
LOCAL STREET	1	Asphalt	19	393	872	60	**100**	**97**
LOCAL STREET	1	Asphalt	19	424	939	60	**100**	**97**
LOCAL STREET	1	Asphalt	17	485	961	60	**76**	**73**
LOCAL STREET	1	Asphalt	17	334	663	60	**78**	**74**
LOCAL STREET	1	Asphalt	22	258	663	60	**81**	**78**
LOCAL STREET	1	Asphalt	22	340	872	60	**81**	**78**
URBAN COLLECTOR	1	Asphalt	18	452	950	60	**82**	**79**
URBAN COLLECTOR	1	Asphalt	19	420	931	60	**84**	**80**

URBAN COLLECTOR	1	Asphalt	17	347	688	60	**89**	**86**
URBAN COLLECTOR	1	Asphalt	19	427	946	60	**91**	**87**
URBAN COLLECTOR	1	Asphalt	19	399	884	60	**91**	**88**
URBAN COLLECTOR	1	Asphalt	19	218	484	60	**91**	**88**
LOCAL STREET	1	Asphalt	19	870	1,928	60	**93**	**89**
URBAN COLLECTOR	1	Asphalt	17	149	295	60	**93**	**89**
URBAN COLLECTOR	1	Asphalt	19	241	535	60	**93**	**90**
URBAN COLLECTOR	1	Asphalt	19	74	163	60	**94**	**90**
URBAN COLLECTOR	1	Asphalt	30	96	337	60	**65**	**61**
URBAN COLLECTOR	1	Asphalt	24	695	1,945	30	**69**	**65**
URBAN COLLECTOR	1	Asphalt	28	343	1,119	60	**86**	**82**
URBAN COLLECTOR	1	Asphalt	31	1,478	5,346	60	**88**	**84**
URBAN COLLECTOR	1	Asphalt	22	1,789	4,592	60	**93**	**89**
URBAN COLLECTOR	1	Asphalt	22	686	1,762	60	**93**	**90**
URBAN COLLECTOR	1	Asphalt	23	1,046	2,808	60	**96**	**93**
URBAN COLLECTOR	1	Asphalt	22	341	874	60	**99**	**96**
URBAN COLLECTOR	1	Asphalt	22	447	1,148	60	**100**	**96**
URBAN COLLECTOR	1	Asphalt	22	679	1,744	60	**100**	**97**
LOCAL STREET	1	Asphalt	28	595	1,944	60	**76**	**73**
LOCAL STREET	1	Asphalt	23	447	1,200	60	**77**	**74**
LOCAL STREET	1	Asphalt	29	236	799	60	**80**	**76**
LOCAL STREET	1	Asphalt	24	422	1,181	60	**82**	**78**
LOCAL STREET	1	Asphalt	25	417	1,217	60	**85**	**81**
LOCAL STREET	1	Asphalt	38	357	1,583	80	**67**	**63**
LOCAL STREET	1	Asphalt	20	591	1,379	60	**69**	**66**
LOCAL STREET	1	Asphalt	23	386	1,036	80	**71**	**67**
LOCAL STREET	1	Asphalt	18	353	741	80	**71**	**68**
LOCAL STREET	1	Asphalt	18	346	727	60	**73**	**70**
LOCAL STREET	1	Asphalt	34	341	1,353	60	**86**	**82**
LOCAL STREET	1	Asphalt	35	338	1,382	60	**88**	**85**
LOCAL STREET	1	Asphalt	16	977	1,824	60	**70**	**66**
LOCAL STREET	1	Asphalt	16	216	404	60	**71**	**68**
LOCAL STREET	1	Asphalt	16	677	1,264	60	**77**	**73**
LOCAL STREET	1	Asphalt	16	131	245	60	**86**	**82**
LOCAL STREET	1	Asphalt	36	267	1,119	60	**70**	**67**
LOCAL STREET	1	Asphalt	38	339	1,505	60	**70**	**66**
LOCAL STREET	1	Asphalt	21	343	841	60	**73**	**70**
LOCAL STREET	1	Asphalt	38	367	1,628	60	**76**	**72**
LOCAL STREET	1	Asphalt	19	422	935	60	**76**	**73**
LOCAL STREET	1	Asphalt	39	350	1,593	60	**77**	**73**
LOCAL STREET	1	Asphalt	39	388	1,767	60	**77**	**74**
LOCAL STREET	1	Asphalt	39	338	1,536	60	**78**	**74**
LOCAL STREET	1	Asphalt	22	353	905	60	**79**	**76**
LOCAL STREET	1	Asphalt	21	589	1,443	60	**81**	**77**
LOCAL STREET	1	Asphalt	19	577	1,279	60	**81**	**78**
LOCAL STREET	1	Asphalt	22	754	1,935	60	**81**	**78**
LOCAL STREET	1	Asphalt	20	574	1,339	60	**81**	**78**
LOCAL STREET	1	Asphalt	19	332	735	60	**83**	**79**
LOCAL STREET	1	Asphalt	20	593	1,383	60	**85**	**81**

LOCAL STREET	1	Asphalt	19	843	1,868	60	**87**	**83**
LOCAL STREET	1	Asphalt	22	362	929	80	**65**	**61**
LOCAL STREET	1	Asphalt	22	343	880	80	**73**	**69**
LOCAL STREET	1	Asphalt	22	333	854	80	**74**	**71**
LOCAL STREET	1	Asphalt	20	313	730	60	**68**	**65**
LOCAL STREET	1	Asphalt	15	289	505	60	**79**	**76**
LOCAL STREET	1	Asphalt	18	221	463	60	**91**	**88**
LOCAL STREET	1	Asphalt	18	258	542	60	**91**	**88**
LOCAL STREET	1	Asphalt	21	508	1,246	60	**70**	**66**
URBAN COLLECTOR	1	Asphalt	26	614	1,861	60	**64**	**60**
PRINCIPAL ARTERIAL	1	Asphalt	46	471	2,526	60	**66**	**62**
URBAN COLLECTOR	1	Asphalt	24	1,050	2,939	60	**71**	**68**
URBAN COLLECTOR	1	Asphalt	31	1,355	4,667		**75**	**71**
URBAN COLLECTOR	1	Asphalt	24	250	699	80	**75**	**71**
PRINCIPAL ARTERIAL	1	Asphalt	56	418	2,729	60	**85**	**82**
URBAN COLLECTOR	1	Asphalt	20	258	601	60	**55**	**51**
URBAN COLLECTOR	1	Asphalt	62	357	2,584	60	**59**	**56**
URBAN COLLECTOR	1	Asphalt	38	325	1,442	60	**60**	**56**
URBAN COLLECTOR	1	Asphalt	20	585	1,365	80	**72**	**69**
URBAN COLLECTOR	1	Asphalt	52	335	2,031	60	**72**	**69**
LOCAL STREET	1	Asphalt	20	279	651	60	**73**	**69**
URBAN COLLECTOR	1	Asphalt	20	299	699	80	**74**	**70**
URBAN COLLECTOR	1	Asphalt	48	372	2,083	60	**76**	**72**
URBAN COLLECTOR	1	Asphalt	41	372	1,780	30	**76**	**73**
URBAN COLLECTOR	1	Asphalt	24	479	1,340	60	**76**	**73**
URBAN COLLECTOR	1	Asphalt	24	376	1,052	60	**80**	**77**
URBAN COLLECTOR	1	Asphalt	24	582	1,628	60	**81**	**78**
URBAN COLLECTOR	1	Asphalt	24	579	1,621	60	**82**	**79**
URBAN COLLECTOR	1	Asphalt	26	356	1,079	60	**84**	**80**
URBAN COLLECTOR	1	Asphalt	24	384	1,076	60	**85**	**81**
URBAN COLLECTOR	1	Asphalt	24	336	942	60	**86**	**83**
URBAN COLLECTOR	1	Asphalt	35	356	1,454	60	**87**	**83**
URBAN COLLECTOR	1	Asphalt	24	591	1,654	60	**88**	**84**
URBAN COLLECTOR	1	Asphalt	20	259	604	60	**100**	**97**
URBAN COLLECTOR	1	Asphalt	20	275	642	60	**100**	**97**
URBAN COLLECTOR	1	Asphalt	20	347	810	60	**100**	**97**
LOCAL STREET	1	Asphalt	20	415	969	80	**70**	**67**
URBAN COLLECTOR	1	Asphalt	29	659	2,229	60	**58**	**55**
URBAN COLLECTOR	1	Asphalt	19	262	580	80	**61**	**57**
URBAN COLLECTOR	1	Asphalt	16	256	478	60	**68**	**65**
URBAN COLLECTOR	1	Asphalt	19	268	594	80	**69**	**65**
URBAN COLLECTOR	1	Asphalt	18	71	149	80	**73**	**70**
URBAN COLLECTOR	1	Asphalt	18	146	308	60	**77**	**74**
URBAN COLLECTOR	1	Asphalt	29	459	1,553	60	**78**	**75**
URBAN COLLECTOR	1	Asphalt	29	152	514	60	**82**	**79**
URBAN COLLECTOR	1	Asphalt	18	349	732	60	**83**	**80**
URBAN COLLECTOR	1	Asphalt	18	95	199	60	**86**	**82**
URBAN COLLECTOR	1	Asphalt	18	391	821	60	**86**	**83**
URBAN COLLECTOR	1	Asphalt	34	86	342	60	**100**	**97**
LOCAL STREET	1	Asphalt	17	350	694	80	**59**	**55**

LOCAL STREET	1	Asphalt	19	1,581	3,504	60	**81**	**77**
LOCAL STREET	1	Asphalt	28	423	1,383	60	**74**	**70**
LOCAL STREET	1	Asphalt	18	594	1,248	60	**74**	**70**
LOCAL STREET	1	Asphalt	18	238	501	60	**76**	**73**
LOCAL STREET	1	Asphalt	28	438	1,431	60	**94**	**91**
LOCAL STREET	1	Asphalt	34	475	1,885	80	**60**	**56**
LOCAL STREET	1	Asphalt	42	398	1,952	60	**62**	**58**
LOCAL STREET	1	Asphalt	18	630	1,323	60	**68**	**65**
LOCAL STREET	1	Asphalt	14	354	578	60	**74**	**71**
LOCAL STREET	1	Asphalt	18	194	407	60	**74**	**71**
LOCAL STREET	1	Asphalt	17	192	380	60	**77**	**74**
LOCAL STREET	1	Asphalt	21	343	840	60	**84**	**81**
LOCAL STREET	1	Asphalt	21	142	348	60	**89**	**86**
LOCAL STREET	1	Asphalt	18	733	1,540	60	**74**	**70**
LOCAL STREET	1	Asphalt	19	950	2,105	60	**91**	**88**
LOCAL STREET	1	Asphalt	24	209	585	80	**71**	**67**
LOCAL STREET	1	Asphalt	19	183	405	60	**73**	**69**
LOCAL STREET	1	Asphalt	21	373	913	60	**75**	**72**
LOCAL STREET	1	Asphalt	19	183	405	60	**79**	**75**
LOCAL STREET	1	Asphalt	18	180	379	60	**83**	**80**
LOCAL STREET	1	Asphalt	14	294	480	60	**81**	**77**
LOCAL STREET	1	Asphalt	41	389	1,863	60	**60**	**56**
LOCAL STREET	1	Asphalt	30	281	985	60	**65**	**61**
LOCAL STREET	1	Asphalt	31	337	1,220	60	**65**	**62**
LOCAL STREET	1	Asphalt	19	266	591	80	**66**	**62**
LOCAL STREET	1	Asphalt	19	363	804	60	**67**	**64**
LOCAL STREET	1	Asphalt	19	349	773	60	**68**	**64**
LOCAL STREET	1	Asphalt	31	268	969	80	**69**	**65**
LOCAL STREET	1	Asphalt	30	360	1,261	60	**76**	**73**
LOCAL STREET	1	Asphalt	32	66	245	60	**78**	**74**
LOCAL STREET	1	Asphalt	32	151	563	60	**78**	**75**
LOCAL STREET	1	Asphalt	20	258	602	60	**85**	**81**
LOCAL STREET	1	Asphalt	19	62	137	60	**85**	**82**
LOCAL STREET	1	Asphalt	21	499	1,223	60	**89**	**86**
LOCAL STREET	1	Asphalt	19	593	1,315	60	**90**	**86**
LOCAL STREET	1	Asphalt	19	344	763	60	**100**	**97**
LOCAL STREET	1	Asphalt	19	334	740	60	**100**	**97**

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GISID	On Street	From Street	To Street	FunCL Code	Functional Class
17365	10TH AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
17378	11TH AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
38342	12TH AV E	CR A1A (ATLANTIC AV S)	HILL ST	3	LOCAL STREET
16997	12TH AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
17007	13TH AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
30489	14TH AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
16594	15TH AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
17100	16TH AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
17108	17TH AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
17118	18TH AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
17125	19TH AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
2606	1ST AV E	ATLANTIC AV S	HILL ST	3	LOCAL STREET
38338	20TH AV E	CR A1A (ATLANTIC AV S)	HILL ST	3	LOCAL STREET
27885	20TH AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
24625	21ST AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
38337	21ST AV E	CR A1A (ATLANTIC AV S)	HILL ST	3	LOCAL STREET
16860	22ND AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
16871	23RD AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
38335	23RD AV E	CR A1A (ATLANTIC AV S)	HILL ST	3	LOCAL STREET
16870	24TH AV E	BONNIE DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
16609	24TH AV E	SAXON DR	BONNIE DR	3	LOCAL STREET
38334	24TH AV E	CR A1A (ATLANTIC AV S)	HILL ST	3	LOCAL STREET
16606	25TH AV E	BONNIE DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
16611	25TH AV E	SAXON DR	BONNIE DR	3	LOCAL STREET
17385	26TH AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
5943	27TH AV E	SAXON DR	PHILLIP DR	3	LOCAL STREET
5945	27TH AV E	SCHOOLWAY AV	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
5944	27TH AV E	PHILLIP DR	SCHOOLWAY AV	3	LOCAL STREET
558	29TH AV E	CR A1A (ATLANTIC AV S)	HILL ST	3	LOCAL STREET
16831	30TH AV E	SCHOOLWAY AV	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
3172	3RD AV E	ATLANTIC AV S	HILL ST	3	LOCAL STREET
5942	3RD AV E	SR A1A	ATLANTIC AV S	3	LOCAL STREET
17303	4TH AV E	SOUTHARD AV	ATLANTIC AV S	3	LOCAL STREET
3171	4TH AV E	ATLANTIC AV S	HILL ST	3	LOCAL STREET
140006	5TH AV E	ATLANTIC AV S	DS@69E ATLANTIC AV S	3	LOCAL STREET
26000	5TH AV E	GOLDEN CT	ATLANTIC AV S	3	LOCAL STREET
17326	6TH AV E	GOLDEN CT	SR A1A	3	LOCAL STREET
17329	6TH AV E	SOUTHARD AV	GOLDEN CT	3	LOCAL STREET
15260	7TH AV E	SOUTHARD AV	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
17348	7TH AV E	SAXON DR	SOUTHARD AV	3	LOCAL STREET
31248	8TH AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
17150	9TH AV E	SAXON DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
18555	ASIRE CT	EOP	PENINSULA AV N	3	LOCAL STREET

17310	ATLANTIC AV S	5TH AV E	4TH AV E	2	URBAN COLLECTOR
17322	ATLANTIC AV S	SR A1A	5TH AV E	2	URBAN COLLECTOR
17290	ATLANTIC AV S	4TH AV E	3RD AV E	2	URBAN COLLECTOR
17515	BO-JENE CIR	SAXON DR	EOP	3	LOCAL STREET
16882	CARLEY CIR	OAKVIEW DR	EOP	3	LOCAL STREET
35194	DIVISION ST	CEDAR DUNES DR	SAXON DR	3	LOCAL STREET
38346	E 7TH AV	CR A1A (ATLANTIC AV S)	HILL ST	3	LOCAL STREET
16877	EDMOND CT	EOP	SCHOOLWAY AV	3	LOCAL STREET
27416	ESTHER CT	EOP	SCHOOLWAY AV	3	LOCAL STREET
16837	FOREST CIR	EOP	OAKVIEW DR	3	LOCAL STREET
29027	GOLDEN CT	6TH AV E	SR A1A	3	LOCAL STREET
17418	GULL COVE	EOP	SEA MIST DR	3	LOCAL STREET
17335	HILL ST	8TH AV E	DS@231N 8TH AV E	3	LOCAL STREET
38023	HILL ST	21ST AV E	20TH AV E	3	LOCAL STREET
30490	LAUREL BAY CIR	SANDPIPER AV	SANDPIPER AV	3	LOCAL STREET
17512	MATTHEWS AV	WINDOVER CT	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
17518	MATTHEWS AV	MICHIGAN AV	WINDOVER CT	3	LOCAL STREET
17525	MATTHEWS AV	SAXON DR	MICHIGAN AV	3	LOCAL STREET
16840	MICHIGAN AV	SANDSTONE CT	SCHOOLWAY AV	3	LOCAL STREET
17519	MICHIGAN AV	DS@581N MATTHEWS AV	SANDSTONE CT	3	LOCAL STREET
16883	OAKVIEW DR	CEDAR DUNES DR	CARLEY CIR	3	LOCAL STREET
16881	OAKVIEW DR	CARLEY CIR	FOREST CIR	3	LOCAL STREET
16880	OAKVIEW DR	FOREST CIR	TED CIR	3	LOCAL STREET
24092	OAKVIEW DR	TED CIR	SCHOOLWAY AV	3	LOCAL STREET
140002	OYSTER QUAY	SAXON DR	GULL COVE	3	LOCAL STREET
36042	OYSTER QUAY	SEA MIST DR	BAY BREEZE WAY	3	LOCAL STREET
16583	OYSTER QUAY	BAY BREEZE WAY	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
19101	PHILLIP DR	27TH AV E	SCHOOLWAY AV	3	LOCAL STREET
26288	RIVER OAK CIR	SANDPIPER AV	SANDPIPER AV	3	LOCAL STREET
19022	RIVERVIEW PL	INDIAN RIVER RD N	PENINSULA AV N	3	LOCAL STREET
16554	SANDPIPER AV	LAUREL BAY CIR	LAUREL BAY CIR	3	LOCAL STREET
16557	SANDPIPER AV	RIVER OAK CIR	SAXON DR	3	LOCAL STREET
16553	SANDPIPER AV	EOP	LAUREL BAY CIR	3	LOCAL STREET
16558	SANDPIPER AV	SAXON DR	SCHOOLWAY AV	3	LOCAL STREET
16556	SANDPIPER AV	RIVER OAK CIR	RIVER OAK CIR	3	LOCAL STREET
16555	SANDPIPER AV	LAUREL BAY CIR	RIVER OAK CIR	3	LOCAL STREET
24093	SANDSTONE CT	EOP	MICHIGAN AV	3	LOCAL STREET
140024	SAXON DR	DS@1371N 7TH AV E	HORTON ST	2	URBAN COLLECTOR
5756	SAXON DR	17TH AV E	16TH AV E	2	URBAN COLLECTOR
5131	SAXON DR	BO-JENE CIR	SAXON PALM CT	2	URBAN COLLECTOR
5160	SAXON DR	SCHOOLWAY AV	SANDPIPER AV	2	URBAN COLLECTOR
5161	SAXON DR	SANDPIPER AV	CEDAR DUNES DR	2	URBAN COLLECTOR
5938	SAXON DR	7TH AV E	DS@1371N 7TH AV E	2	URBAN COLLECTOR
140025	SAXON DR	SEA MIST DR	OYSTER QUAY	2	URBAN COLLECTOR
5130	SAXON DR	MATTHEWS AV	BO-JENE CIR	2	URBAN COLLECTOR
5129	SAXON DR	OYSTER QUAY	MATTHEWS AV	2	URBAN COLLECTOR
5758	SAXON DR	15TH AV E	14TH AV E	2	URBAN COLLECTOR
5755	SAXON DR	18TH AV E	17TH AV E	2	URBAN COLLECTOR
5757	SAXON DR	16TH AV E	15TH AV E	2	URBAN COLLECTOR

5747	SAXON DR	26TH AV E	25TH AV E	2	URBAN COLLECTOR
5754	SAXON DR	19TH AV E	18TH AV E	2	URBAN COLLECTOR
5127	SAXON DR	8TH AV E	7TH AV E	2	URBAN COLLECTOR
5470	SAXON DR	CEDAR DUNES DR	27TH AV E	2	URBAN COLLECTOR
5089	SAXON DR	14TH AV E	13TH AV E	2	URBAN COLLECTOR
5749	SAXON DR	24TH AV E	23RD AV E	2	URBAN COLLECTOR
5748	SAXON DR	25TH AV E	24TH AV E	2	URBAN COLLECTOR
5752	SAXON DR	21ST AV E	20TH AV E	2	URBAN COLLECTOR
5751	SAXON DR	22ND AV E	21ST AV E	2	URBAN COLLECTOR
5750	SAXON DR	23RD AV E	22ND AV E	2	URBAN COLLECTOR
5159	SAXON DR	SAXON PALM CT	SCHOOLWAY AV	2	URBAN COLLECTOR
5471	SAXON DR	27TH AV E	26TH AV E	2	URBAN COLLECTOR
5753	SAXON DR	20TH AV E	19TH AV E	2	URBAN COLLECTOR
5091	SAXON DR	12TH AV E	11TH AV E	2	URBAN COLLECTOR
5213	SAXON DR	9TH AV E	8TH AV E	2	URBAN COLLECTOR
5092	SAXON DR	11TH AV E	10TH AV E	2	URBAN COLLECTOR
5090	SAXON DR	13TH AV E	12TH AV E	2	URBAN COLLECTOR
5212	SAXON DR	10TH AV E	9TH AV E	2	URBAN COLLECTOR
28492	SAXON PALM CT	SAXON DR	EOP	3	LOCAL STREET
16835	SCHOOLWAY AV	MICHIGAN AV	30TH AV E	3	LOCAL STREET
16832	SCHOOLWAY AV	30TH AV E	EDMOND CT	3	LOCAL STREET
17386	SCHOOLWAY AV	PHILLIP DR	27TH AV E	3	LOCAL STREET
18890	SCHOOLWAY AV	OAKVIEW DR	MICHIGAN AV	3	LOCAL STREET
18888	SCHOOLWAY AV	SAXON DR	SANDPIPER AV	3	LOCAL STREET
18889	SCHOOLWAY AV	SANDPIPER AV	OAKVIEW DR	3	LOCAL STREET
18870	SCHOOLWAY AV	ESTHER CT	PHILLIP DR	3	LOCAL STREET
18871	SCHOOLWAY AV	EDMOND CT	ESTHER CT	3	LOCAL STREET
17427	SEA COVE	SEA MIST DR	EOP	3	LOCAL STREET
17429	SEA COVE	EOP	SEA MIST DR	3	LOCAL STREET
30814	SEA MIST CT	PENNSYLVANIA AV	EOP	3	LOCAL STREET
26289	SEA MIST DR	SEA MIST DR S	SEA MIST CT	3	LOCAL STREET
29508	SEA MIST DR	SEA MIST CT	SEA WOODS BLVD	3	LOCAL STREET
36043	SEA MIST DR	SEA WOODS BLVD	OYSTER QUAY	3	LOCAL STREET
30068	SEA MIST DR	SEA COVE	SEA MIST DR S	3	LOCAL STREET
17382	SEA MIST DR	GULL COVE	EOP	3	LOCAL STREET
25765	SEA MIST DR	CR 4133 (SAXON DR)	SEA COVE	3	LOCAL STREET
36044	SEA MIST DR	OYSTER QUAY	GULL COVE	3	LOCAL STREET
17423	SEA WOODS BLVD	SEA MIST DR	CR A1A (ATLANTIC AV S)	3	LOCAL STREET
16300	SOUTHARD AV	7TH AV E	6TH AV E	3	LOCAL STREET
17330	SOUTHARD AV	6TH AV E	SR A1A	3	LOCAL STREET
16879	TED CIR	OAKVIEW DR	EOP	3	LOCAL STREET

Pavetype Code	Pavetype	Pvmnt Width (ft)	Pvmnt Length (ft)	Pvmnt Area (yd2)	Structural Index (SI)	Pvmnt Condition Index (PCI)	Est. PCI 4 Years
1	Asphalt	20	1,472	3,434	60	**90**	**85**
1	Asphalt	21	1,455	3,564	60	**87**	**82**
1	Asphalt	18	158	332	80	**60**	**55**
1	Asphalt	18	1,435	3,014	60	**86**	**81**
1	Asphalt	19	1,418	3,142	60	**95**	**90**
1	Asphalt	20	1,404	3,277	60	**89**	**84**
1	Asphalt	18	1,389	2,918	60	**94**	**89**
1	Asphalt	20	1,385	3,231	60	**84**	**79**
1	Asphalt	20	1,376	3,211	60	**91**	**86**
1	Asphalt	19	1,351	2,994	60	**70**	**65**
1	Asphalt	22	1,327	3,407	60	**86**	**81**
1	Asphalt	26	131	398	80	**52**	**47**
1	Asphalt	22	154	396	80	**51**	**46**
1	Asphalt	22	1,341	3,441	60	**81**	**76**
1	Asphalt	22	1,370	3,516	60	**85**	**80**
1	Asphalt	24	158	443	60	**100**	**95**
1	Asphalt	22	1,401	3,595	60	**91**	**86**
1	Asphalt	22	1,432	3,676	60	**81**	**76**
1	Asphalt	20	159	371	60	**100**	**95**
1	Asphalt	20	724	1,690	80	**67**	**62**
1	Asphalt	20	740	1,726	60	**77**	**72**
1	Asphalt	22	158	406	60	**100**	**95**
1	Asphalt	21	734	1,798	80	**64**	**59**
1	Asphalt	22	749	1,922	80	**69**	**64**
1	Asphalt	19	1,418	3,143	60	**60**	**55**
1	Asphalt	28	640	2,090	60	**74**	**69**
1	Asphalt	22	262	673	60	**81**	**76**
1	Asphalt	23	453	1,216	60	**85**	**80**
1	Asphalt	22	166	426	60	**65**	**60**
1	Asphalt	20	314	734	60	**100**	**95**
1	Asphalt	22	147	378	60	**51**	**46**
1	Asphalt	23	509	1,365	60	**77**	**72**
1	Asphalt	24	300	839	60	**76**	**71**
1	Asphalt	24	151	423	60	**83**	**78**
1	Asphalt	25	69	201	80	**61**	**56**
1	Asphalt	16	95	177	80	**64**	**59**
1	Asphalt	21	553	1,354	80	**59**	**54**
1	Asphalt	18	296	621	80	**61**	**56**
1	Asphalt	20	853	1,990	80	**68**	**63**
1	Asphalt	22	589	1,511	60	**71**	**66**
1	Asphalt	22	1,456	3,736	60	**87**	**82**
1	Asphalt	21	1,473	3,608	60	**94**	**89**
1	Asphalt	13	293	444	80	**53**	**48**

1	Asphalt	42	341	1,673	30	**72**	**67**
1	Asphalt	17	174	344	60	**77**	**72**
1	Asphalt	42	354	1,733	60	**95**	**90**
1	Asphalt	44	189	971	80	**55**	**50**
1	Asphalt	19	169	374	60	**53**	**48**
1	Asphalt	24	589	1,649	30	**79**	**74**
1	Asphalt	38	152	676	60	**63**	**58**
1	Asphalt	35	188	767	60	**79**	**74**
1	Asphalt	35	195	797	60	**90**	**85**
1	Asphalt	20	295	689	60	**75**	**70**
1	Asphalt	20	670	1,564	60	**71**	**66**
1	Asphalt	21	1,420	3,480	60	**77**	**72**
1	Asphalt	28	356	1,164	60	**54**	**49**
1	Asphalt	20	353	823	80	**58**	**53**
1	Asphalt	21	510	1,250	60	**85**	**80**
1	Asphalt	26	215	654	30	**74**	**69**
1	Asphalt	28	473	1,545	60	**84**	**79**
1	Asphalt	22	468	1,202	60	**85**	**80**
1	Asphalt	24	235	657	60	**76**	**71**
1	Asphalt	23	1,387	3,723	60	**76**	**71**
1	Asphalt	20	180	421	60	**81**	**76**
1	Asphalt	20	154	360	60	**82**	**77**
1	Asphalt	20	148	346	60	**87**	**82**
1	Asphalt	20	432	1,008	60	**88**	**83**
1	Asphalt	22	263	675	30	**71**	**66**
1	Asphalt	21	335	822	60	**80**	**75**
1	Asphalt	21	298	729	60	**82**	**77**
1	Asphalt	23	608	1,633	60	**84**	**79**
1	Asphalt	21	362	886	60	**78**	**73**
1	Asphalt	18	321	675	80	**49**	**44**
1	Asphalt	24	209	586	60	**66**	**61**
1	Asphalt	25	104	302	60	**82**	**77**
1	Asphalt	20	324	757	60	**84**	**79**
1	Asphalt	20	336	784	60	**86**	**81**
1	Asphalt	24	166	465	60	**88**	**83**
1	Asphalt	24	173	484	60	**94**	**89**
1	Asphalt	29	639	2,161	80	**70**	**65**
1	Asphalt	36	593	2,491	60	**53**	**48**
1	Asphalt	17	349	693	60	**63**	**58**
1	Asphalt	17	962	1,908	60	**74**	**69**
1	Asphalt	18	204	429	60	**74**	**69**
1	Asphalt	19	494	1,095	60	**80**	**75**
1	Asphalt	20	1,371	3,199	60	**82**	**77**
1	Asphalt	26	1,016	3,082	60	**85**	**80**
1	Asphalt	18	502	1,054	60	**85**	**80**
1	Asphalt	19	1,066	2,364	60	**85**	**80**
1	Asphalt	19	354	784	60	**87**	**82**
1	Asphalt	19	351	779	60	**88**	**83**
1	Asphalt	19	351	778	60	**88**	**83**

1	Asphalt	19	373	828	60	**88**	**83**
1	Asphalt	17	353	700	60	**89**	**84**
1	Asphalt	18	342	719	60	**89**	**84**
1	Asphalt	21	420	1,030	60	**89**	**84**
1	Asphalt	18	351	736	60	**90**	**85**
1	Asphalt	19	351	778	60	**91**	**86**
1	Asphalt	19	336	744	60	**91**	**86**
1	Asphalt	19	350	775	60	**92**	**87**
1	Asphalt	17	357	709	60	**93**	**88**
1	Asphalt	18	352	739	60	**93**	**88**
1	Asphalt	18	634	1,332	60	**94**	**89**
1	Asphalt	19	353	783	60	**95**	**90**
1	Asphalt	17	341	676	60	**96**	**91**
1	Asphalt	17	353	699	60	**96**	**91**
1	Asphalt	17	356	706	60	**97**	**92**
1	Asphalt	18	350	735	60	**97**	**92**
1	Asphalt	18	348	732	60	**99**	**94**
1	Asphalt	17	350	693	60	**100**	**95**
1	Asphalt	26	305	924	60	**61**	**56**
1	Asphalt	23	323	867	60	**69**	**64**
1	Asphalt	24	167	467	30	**70**	**65**
1	Asphalt	24	255	714	60	**81**	**76**
1	Asphalt	18	170	356	60	**83**	**78**
1	Asphalt	21	287	703	60	**86**	**81**
1	Asphalt	18	238	499	60	**87**	**82**
1	Asphalt	24	263	737	60	**88**	**83**
1	Asphalt	24	274	766	60	**93**	**88**
1	Asphalt	23	610	1,637	60	**81**	**76**
1	Asphalt	22	384	985	60	**87**	**82**
1	Asphalt	22	403	1,035	60	**100**	**95**
1	Asphalt	20	340	794	60	**50**	**45**
1	Asphalt	20	598	1,394	60	**52**	**47**
1	Asphalt	20	1,153	2,690	60	**57**	**52**
1	Asphalt	21	794	1,945	60	**72**	**67**
1	Asphalt	20	276	643	60	**74**	**69**
1	Asphalt	25	234	682	60	**75**	**70**
1	Asphalt	20	1,049	2,449	60	**100**	**95**
1	Asphalt	39	333	1,516	60	**100**	**95**
1	Asphalt	18	280	588	80	**65**	**60**
1	Asphalt	18	948	1,991	60	**69**	**64**
1	Asphalt	18	168	353	80	**60**	**55**

GISID	On Street	From Street	To Street	FunCL Code
25752	AIRWAY CIR	UNITED DR	EOP	3
17057	AIRWAY CIR	INDUSTRIAL PARK AV	UNITED DR	3
36317	ANDREA DR	FAIRGREEN AV	GOLF CLUB DR	3
36323	AQUA CT	FAIRWAY DR	DS@464W FAIRWAY DR	3
36322	AQUA CT	DS@464W FAIRWAY DR	AQUA CT	3
16922	ARLINGTON AV	CONRAD DR	NORTH ST	3
16942	ARLINGTON AV	SOUTH ST	CONRAD DR	3
18798	ARNAU DR	RICHARD ST	EDWARD ST	3
18799	ARNAU DR	EDWARD ST	CR 4089 (WAYNE AV)	3
140005	ART CENTER AV	SUNSET DR	FRANK HUBBARD DR	3
5230	ART CENTER AV	FRANK HUBBARD DR	HARDY AV	3
5229	ART CENTER AV	FRANK HUBBARD DR	FRANK HUBBARD DR	3
140004	ART CENTER AV	FRANK HUBBARD DR	FRANK HUBBARD DR	3
5887	ART CENTER AV	NORDMAN AV	GLENWOOD AV	3
5888	ART CENTER AV	HARDY AV	NORDMAN AV	3
5614	ART CENTER AV	BROOKLINE AV	RED ROSE CT	3
5613	ART CENTER AV	RED ROSE CT	US HWY 1(DIXIE FREEWAY N)	3
5886	ART CENTER AV	GLENWOOD AV	BROOKLINE AV	3
5889	ART CENTER AV	SUNDANCE TR	SUNSET DR	3
26271	AUBURN AV	CONRAD DR	NORTH ST	3
26758	AUBURN AV	SOUTH ST	CONRAD DR	3
17173	AZALEA CIR	FAULKNER ST	EOP	3
16972	BALL ST	RONNOC LN	WAYNE AV	3
17274	BALL ST	MARSHALL ST	RONNOC LN	3
17289	BALL ST	MARY AV	MARSHALL ST	3
16920	BELMONT AV	SOUTH ST	CONRAD DR	3
16903	BELMONT AV	CONRAD DR	NORTH ST	3
36311	BIRDIE DR	PAR DR	FAIRWAY DR	3
38378	BOAT RAMP DR	US HWY 1(DIXIE FREEWAY N)	EOP	3
34972	BOGEY CIR	PUTTER LN	GRACE DR	3
34970	BOGEY CIR	FAIRGREEN AV	PUTTER LN	3
34975	BOGEY CIR	GRACE DR	PUTTER LN	3
34976	BOGEY CIR	PUTTER LN	FAIRGREEN AV	3
28863	BROOKLINE AV	NORTH ST	WILLARD ST	3
25254	BROOKLINE AV	WILLARD ST	ART CENTER AV	3
24619	BROOKLINE AV	SOUTH ST	CONRAD DR	3
27861	BROOKLINE AV	CONRAD DR	NORTH ST	3
30316	BROOKS ST	ENTERPRISE AV	ROPER ST	3
17296	BROOKS ST	DS@169W ROPER ST	GREENLAWN ST	3
28883	BROOKS ST	ROPER ST	DS@169W ROPER ST	3
30317	CEDAREDGE DR	TURNSTONE TRACE	CURLEW CIR	3
24623	CEDAREDGE DR	CURLEW CIR	PLOVER PL	3
24622	CELITO DR	PLOVER PL	EOP	3
17180	CHARLOTTE AV	FAULKNER ST	EOP	3
16930	CHESTER AV	CONRAD DR	NORTH ST	3
19283	CHESTER AV	SOUTH ST	CONRAD DR	3
17374	CHESTNUT ST	EOP	DOWNING ST	3
17360	CHESTNUT ST	DOWNING ST	CANAL ST	3

17246	CHESTON ST	CR 4089 (WAYNE AV)	FRANCIS AV	3
25995	CHESTON ST	JANE AV	ELEANORE AV	3
17239	CHESTON ST	FRANCIS AV	JANE AV	3
36309	CHIP LN	EAGLE LN	FAIRGREEN AV	3
36301	CITRUS OPEN DR	FAIRGREEN AV	DS@821N FAIRGREEN AV	3
36300	CITRUS OPEN DR	EOP	DS@158E EOP	3
34967	CITRUS OPEN DR	DS@158E EOP	FAIRGREEN AV	3
16806	CLARENDON AV	SOUTH ST	CONRAD DR	3
16948	CONRAD DR	SUNSET DR	CLARENDON AV	3
25749	CONRAD DR	CHESTER AV	AUBURN AV	3
16916	CONRAD DR	GLENWOOD AV	BROOKLINE AV	3
16921	CONRAD DR	ARLINGTON AV	GLENWOOD AV	3
16939	CONRAD DR	NORDMAN AV	WESTWOOD AV	3
16904	CONRAD DR	FAIRFAX AV	BELMONT AV	3
16946	CONRAD DR	CLARENDON AV	CRESTWOOD AV	3
24075	CONRAD DR	AUBURN AV	ARLINGTON AV	3
16935	CONRAD DR	WESTWOOD AV	FAIRMONT AV	3
16943	CONRAD DR	CRESTWOOD AV	NORDMAN AV	3
16912	CONRAD DR	BROOKLINE AV	EDGEWATER AV	3
16933	CONRAD DR	FAIRMONT AV	CHESTER AV	3
16908	CONRAD DR	EDGEWATER AV	FAIRFAX AV	3
16902	CONRAD DR	BELMONT AV	US HWY 1(DIXIE FREEWAY N)	3
17194	CRAIG ST	ELEANORE AV	LOUISE AV	3
31660	CRESTWOOD AV	SOUTH ST	CONRAD DR	3
16944	CRESTWOOD AV	CONRAD DR	NORTH ST	3
24486	CUNNINGHAM DR	INLET SHORES DR	INLET SHORES DR	3
16950	CUNNINGHAM DR	INLET SHORES DR	EOP	3
17327	CURLEW CIR	CEDAREDGE DR	EOP	3
36318	DEE ST	EOP	SEA ST	3
26768	DORA ST	MARY AV	RONNOC LN	3
17264	DORA ST	VINEYARD LN	CR 4089 (WAYNE AV)	3
16980	DORA ST	RONNOC LN	VINEYARD LN	3
16297	DOUGHERTY ST	CR 4093 (TURNBULL BAY RD)	HANDLEY DR	3
17238	DOUGHERTY ST	CR 4089 (WAYNE AV)	ELEANORE AV	3
16768	DOUGHERTY ST	ELEANORE AV	LOUISE AV	3
36310	EAGLE LN	PAR DR	CHIP LN	3
36312	EAGLE LN	CHIP LN	FAIRWAY DR	3
116932	EDGEWATER AV	SOUTH ST	CONRAD DR	3
16909	EDGEWATER AV	CONRAD DR	NORTH ST	3
17260	EDWARD ST	WILLOW DR	ARNAU DR	3
16770	ELEANORE AV	CHESTON ST	DS@357E CHESTON ST	3
17193	ELEANORE AV	CRAIG ST	NEAL ST	3
17191	ELEANORE AV	NEAL ST	FAULKNER ST	3
17199	ELEANORE AV	US HWY 1(DIXIE FREEWAY N)	CRAIG ST	3
26282	ELEANORE AV	LYNN AV	CLAUDIA ST	3
27406	ELEANORE AV	CLAUDIA ST	CHESTON ST	3
17786	ELEANORE AV	TURNBULL ST	DOUGHERTY ST	3
140108	ELEANORE AV	DS@357E CHESTON ST	TURNBULL ST	3
17787	ELEANORE AV	DOUGHERTY ST	US HWY 1(DIXIE FREEWAY N)	3
16905	FAIRFAX AV	CONRAD DR	EOP	3
16925	FAIRFAX AV	SOUTH ST	CONRAD DR	3
36314	FAIRGREEN AV	CHIP LN	FAIRWAY DR	3

34978	FAIRGREEN AV	ANDREA DR	BOGEY CIR	3
32655	FAIRGREEN AV	FORE DR	FAIRVILLA DR	3
36315	FAIRGREEN AV	FAIRWAY DR	FORE DR	3
36308	FAIRGREEN AV	PAR DR	CHIP LN	3
34977	FAIRGREEN AV	BOGEY CIR	GOLF CLUB DR	3
36347	FAIRGREEN AV	EOP	CITRUS OPEN DR	3
36306	FAIRGREEN AV	GOLF CLUB DR	PAR DR	3
34969	FAIRGREEN AV	CITRUS OPEN DR	ANDREA DR	3
36302	FAIRGREEN AV	CITRUS OPEN DR	CITRUS OPEN DR	3
140107	FAIRGREEN AV	DS@1507E FAIRVILLA DR	CR 4093 (TURNBULL BAY RD)	3
26764	FAIRGREEN AV	FAIRVILLA DR	DS@1507E FAIRVILLA DR	3
16949	FAIRMONT AV	SOUTH ST	CONRAD DR	3
16934	FAIRMONT AV	CONRAD DR	NORTH ST	3
26278	FAIRVILLA DR	FAIRGREEN AV	GOLF CLUB DR	3
27749	FAIRWAY CIR	DS@285N CR 4089 (WAYNE AV)	GREEN RD	3
18237	FAIRWAY CIR	GREEN RD	SANDWEDGE DR	3
30613	FAIRWAY CIR	SANDWEDGE DR	DS@423S SANDWEDGE DR	3
27451	FAIRWAY CIR	CR 4089 (WAYNE AV)	DS@285N CR 4089 (WAYNE AV)	3
36324	FAIRWAY DR	AQUA CT	SEA ST	3
36313	FAIRWAY DR	BIRDIE DR	EAGLE LN	3
36316	FAIRWAY DR	EAGLE LN	FAIRGREEN AV	3
36320	FAIRWAY DR	SEA ST	BIRDIE DR	3
36075	FAIRWAY DR	CR 4089 (WAYNE AV)	AQUA CT	3
18953	FAULKNER ST	CHARLOTTE AV	AZALEA CIR	2
18952	FAULKNER ST	AZALEA CIR	LOUISE AV	2
19230	FAULKNER ST	RONNOC LN	WAYNE AV	2
18951	FAULKNER ST	SPENCER AV	FREEMAN ST	2
18949	FAULKNER ST	FREEMAN ST	TANGLEWOOD AV	2
18950	FAULKNER ST	LOUISE AV	SPENCER AV	2
28387	FAULKNER ST	MARY AV	MARSHALL ST	2
19228	FAULKNER ST	ELEANORE AV	CHARLOTTE AV	2
19229	FAULKNER ST	WAYNE AV	ELEANORE AV	2
28976	FAULKNER ST	CR 4093 (TURNBULL BAY RD)	TANGLEWOOD AV	2
28876	FORE DR	GOLF CLUB DR	STYMIE LN	3
32213	FORE DR	STYMIE LN	FAIRGREEN AV	3
36346	FOX TAIL CT	PINE SHORES CIR	EOP	3
17248	FRANCIS AV	LYNN AV	CHESTON ST	3
33622	FREEMAN ST	US HWY 1(DIXIE FREEWAY N)	FAULKNER ST	3
16900	GLENWOOD AV	EOP	WILLARD ST	3
16896	GLENWOOD AV	WILLARD ST	ART CENTER AV	3
16938	GLENWOOD AV	SOUTH ST	CONRAD DR	3
16917	GLENWOOD AV	CONRAD DR	NORTH ST	3
27877	GOLF CLUB DR	FAIRGREEN AV	STYMIE LN	3
26277	GOLF CLUB DR	ANDREA DR	FORE DR	3
27876	GOLF CLUB DR	STYMIE LN	ANDREA DR	3
25756	GOLF CLUB DR	FAIRVILLA DR	GOLF CLUB DR	3
25258	GOLF CLUB DR	DS@676E LAKE FAIRGREEN CIR	FAIRVILLA DR	3
27873	GOLF CLUB DR	LAKE FAIRGREEN CIR	DS@676E LAKE FAIRGREEN CIR	3
28485	GOLF CLUB DR	FORE DR	LAKE FAIRGREEN CIR	3
24493	GOLF CLUB DR	LAKE FAIRGREEN CIR	LAKE FAIRGREEN CIR	3
5520	GOLF LAKE DR N	GOLF LAKE DR S	MAYPORT AV	3
5223	GOLF LAKE DR S	GOLF LAKE DR N	MAYPORT AV	3
5222	GOLF LAKE DR S	EOP	GOLF LAKE DR N	3

34973	GRACE DR	BOGEY CIR	PUTTER LN	3
24132	GREEN RD	FAIRWAY CIR	SANDWEDGE DR	3
18239	GREEN RD	SANDWEDGE DR	CR 4089 (WAYNE AV)	3
19393	GREENLAWN ST	ENTERPRISE AV	BROOKS ST	3
5871	HAMILTON ST	WALTER ST	MIDWAY ST	3
5872	HAMILTON ST	MIDWAY ST	WILKINS ST	3
5873	HAMILTON ST	WILKINS ST	MARTIN ST	3
17079	HANDLEY DR	TURNBULL ST	DOUGHERTY ST	3
17077	HANDLEY DR	DOUGHERTY ST	MARCEL ST	3
17073	HANDLEY DR	MARCEL ST	US HWY 1(DIXIE FREEWAY N)	3
16893	HARDY AV	WILLARD ST	ART CENTER AV	3
16898	HARDY AV	EOP	WILLARD ST	3
17066	HESTER AV	SWAN AV	LANDIS ST	3
17049	INDUSTRIAL DR	INDUSTRIAL PARK AV	EOP	3
17048	INDUSTRIAL PARK AV	INDUSTRIAL DR	TURNBULL ST	2
17056	INDUSTRIAL PARK AV	AIRWAY CIR	INDUSTRIAL DR	2
17037	INDUSTRIAL PARK AV	TURNBULL ST	US HWY 1(DIXIE FREEWAY N)	2
17059	INDUSTRIAL PARK AV	CR 4093 (TURNBULL BAY RD)	AIRWAY CIR	2
16805	INLET SHORES DR	CUNNINGHAM DR	CUNNINGHAM DR	3
18945	INLET SHORES DR	MANGROVE ESTATES CIR	CUNNINGHAM DR	3
18946	INLET SHORES DR	US HWY 1(DIXIE FREEWAY N)	MANGROVE ESTATES CIR	3
36330	ISLAND POINT DR	PINE SHORES CIR	PINE SHORES CIR	3
36331	ISLAND POINT DR	PINE SHORES CIR	EOP	3
17242	JANE AV	LYNN AV	CHESTON ST	3
5603	KENARD ST	MAYPORT AV	WHISPERING PINES DR	3
5224	KENARD ST	DS@190N EOP	MAYPORT AV	3
140115	KENARD ST	EOP	DS@190N EOP	3
32211	LAKE FAIRGREEN CIR	GOLF CLUB DR	GOLF CLUB DR	3
17064	LANDIS ST	TURNBULL ST	HESTER AV	3
26762	LANDIS ST	HESTER AV	US HWY 1(DIXIE FREEWAY N)	3
33565	LOUISE AV	CRAIG ST	FAULKNER ST	3
17165	LOUISE AV	FAULKNER ST	EOP	3
33566	LOUISE AV	US HWY 1(DIXIE FREEWAY N)	CRAIG ST	3
33567	LOUISE AV	DOUGHERTY ST	US HWY 1(DIXIE FREEWAY N)	3
17206	LOUISE AV	EOP	CLAUDIA ST	3
33568	LOUISE AV	TURNBULL ST	DOUGHERTY ST	3
30011	LURIAN ST	TRUDGEON DR	ROSLYN AV	3
17249	LYNN AV	FRANCIS AV	JANE AV	3
17243	LYNN AV	JANE AV	ELEANORE AV	3
17259	LYNN AV	CR 4089 (WAYNE AV)	FRANCIS AV	3
27879	LYNN CT	EOP	CR 4089 (WAYNE AV)	3
35715	MALTESE LN	TERRIER WAY	OLD MINORCAN TR	3
35714	MALTESE LN	EOP	TERRIER WAY	3
17083	MARCEL ST	CR 4093 (TURNBULL BAY RD)	HANDLEY DR	3
18475	MAURICE AV	EOP	REDLAND DR	3
18476	MAURICE AV	REDLAND DR	EOP	3
5523	MAYPORT AV	GOLF LAKE DR N	GOLF LAKE DR S	3
5521	MAYPORT AV	KENARD ST	GOLF LAKE DR N	3
35711	MIDDLEBURY LOOP	WAYNE AV	DS@440S WAYNE AV	3
35712	MIDDLEBURY LOOP	DS@440S WAYNE AV	MIDDLEBURY LOOP	3
17315	MIDWAY ST	HAMILTON ST	SPRUCE ST	3
17314	MIDWAY ST	SPRUCE ST	OLEANDER ST	3
24624	MILL RUN DR	DS@157N CR 4118 (PIONEER TR)	MILL RUN DR	3
17338	MILL RUN DR	CR 4118 (PIONEER TR)	DS@157N CR 4118 (PIONEER TR)	3

16809	MILTON AV	SOUTH ST	CONRAD DR	3
16775	NEAL ST	WAYNE AV	ELEANORE AV	3
16803	NORDMAN AV	SOUTH ST	CONRAD DR	3
16940	NORDMAN AV	CONRAD DR	NORTH ST	3
30348	NORDMAN AV	NORTH ST	WILLARD ST	3
18363	NORDMAN AV	WILLARD ST	ART CENTER AV	3
152939	NORTH ST	SUNSET DR	CRESTWOOD AV	3
16926	NORTH ST	CRESTWOOD AV	NORDMAN AV	3
29495	NORTH ST	GLENWOOD AV	BROOKLINE AV	3
16910	NORTH ST	CHESTER AV	AUBURN AV	3
16923	NORTH ST	NORDMAN AV	WESTWOOD AV	3
16918	NORTH ST	WESTWOOD AV	FAIRMONT AV	3
16913	NORTH ST	FAIRMONT AV	CHESTER AV	3
16906	NORTH ST	ARLINGTON AV	GLENWOOD AV	3
16907	NORTH ST	AUBURN AV	ARLINGTON AV	3
16901	NORTH ST	EOP	BELMONT AV	3
26757	NORTH ST	BROOKLINE AV	EDGEWATER AV	3
152940	NORTH ST	NORDMAN AV	NORDMAN AV	3
32648	NORTH ST	BELMONT AV	US HWY 1(DIXIE FREEWAY N)	3
35718	OLD MINORCAN TR	MALTESE LN	TERRIER WAY	3
35713	OLD MINORCAN TR	CR 4118 (PIONEER TR)	MALTESE LN	3
35716	OLD MINORCAN TR	TERRIER WAY	EOP	3
5868	OLEANDER ST	WILKINS ST	MARTIN ST	3
5867	OLEANDER ST	MIDWAY ST	WILKINS ST	3
36304	PAR DR	BIRDIE DR	EAGLE LN	3
36305	PAR DR	SANDRA CIR	BIRDIE DR	3
36307	PAR DR	EAGLE LN	FAIRGREEN AV	3
25754	PAT AV	SANDY LN	PONCE ST	3
18504	PECAN ST	RONNOC LN	VINEYARD LN	3
18505	PECAN ST	VINEYARD LN	CR 4089 (WAYNE AV)	3
16772	PHYLLIS AV	EOP	CLAUDIA ST	3
36327	PINE SHORES CIR	SKY TREE CT	ISLAND POINT DR	3
36326	PINE SHORES CIR	FOX TAIL CT	SKY TREE CT	3
36328	PINE SHORES CIR	ISLAND POINT DR	DS@424N ISLAND POINT DR	3
36325	PINE SHORES CIR	DS@1403S SOFT PINE CT	FOX TAIL CT	3
36074	PINE SHORES CIR	GLENDEVON DR	DS@377N GLENDEVON DR	3
36072	PINE SHORES CIR	SOFT PINE CT	DS@1403S SOFT PINE CT	3
36329	PINE SHORES CIR	ISLAND POINT DR	DS@279E ISLAND POINT DR	3
36071	PINE SHORES CIR	DS@279E ISLAND POINT DR	SOFT PINE CT	3
26287	PLOVER PL	TURNSTONE TRACE	CELITO DR	3
17324	PLOVER PL	CR 4089 (HALLECK ST)	TURNSTONE TRACE	3
17050	PONCE ST	TURNBULL ST	PAT AV	3
17045	PONCE ST	PAT AV	US HWY 1(DIXIE FREEWAY N)	3
34971	PUTTER LN	BOGEY CIR	GRACE DR	3
34974	PUTTER LN	GRACE DR	BOGEY CIR	3
16965	RICHARD ST	WILLOW DR	ARNAU DR	3
25762	RIVERSIDE DR N	RONNOC LN	WAYNE AV	2
36076	ROCHESTER CT	EOP	WAYNE AV	3
140123	ROPER ST	SINNKA ST	WARN-REE CIR	3
17281	ROPER ST	WARN-REE CIR	EOP	3
26286	ROPER ST	BROOKS ST	SINNKA ST	3
17076	ROSLYN AV	LURIAN ST	TURNBULL ST	3
17078	ROSLYN AV	EOP	LURIAN ST	3
36303	SANDRA CIR	PAR DR	PAR DR	3

17253	SANDWEDGE DR	TEE CIR	GREEN RD	3
17256	SANDWEDGE DR	FAIRWAY CIR	TEE CIR	3
32210	SAWGRASS LN	CLUB HOUSE BLVD	EOP	3
36321	SEA ST	DEE ST	FAIRWAY DR	3
140145	SEA ST	DS@478N EOP	DEE ST	3
36319	SEA ST	EOP	DS@478N EOP	3
36345	SKY TREE CT	PINE SHORES CIR	EOP	3
16810	SKYLINE DR	AERO CIR	US HWY 1(DIXIE FREEWAY N)	3
16813	SKYLINE DR	AERO CIR	AERO CIR	3
16802	SOUTH ST	NORDMAN AV	WESTWOOD AV	3
16931	SOUTH ST	EDGEWATER AV	FAIRFAX AV	3
16924	SOUTH ST	FAIRFAX AV	BELMONT AV	3
31657	SOUTH ST	BROOKLINE AV	EDGEWATER AV	3
16941	SOUTH ST	ARLINGTON AV	GLENWOOD AV	3
24620	SOUTH ST	GLENWOOD AV	BROOKLINE AV	3
19284	SOUTH ST	CHESTER AV	AUBURN AV	3
16808	SOUTH ST	MILTON AV	CLARENDON AV	3
28864	SOUTH ST	CLARENDON AV	CRESTWOOD AV	3
31659	SOUTH ST	CRESTWOOD AV	NORDMAN AV	3
140003	SOUTH ST	WESTWOOD AV	FAIRMONT AV	3
16817	SOUTH ST	SUNSET DR	MILTON AV	3
19285	SOUTH ST	FAIRMONT AV	CHESTER AV	3
16945	SOUTH ST	AUBURN AV	ARLINGTON AV	3
16919	SOUTH ST	BELMONT AV	US HWY 1(DIXIE FREEWAY N)	3
5844	SPRUCE ST	WALTER ST	MIDWAY ST	3
5846	SPRUCE ST	WILKINS ST	MARTIN ST	3
5845	SPRUCE ST	MIDWAY ST	WILKINS ST	3
31673	STYMIE LN	TRAP CIR	FORE DR	3
26279	STYMIE LN	TRAP CIR	TRAP CIR	3
27404	STYMIE LN	GOLF CLUB DR	TRAP CIR	3
5891	SUNDANCE TR	ART CENTER AV	FRANK HUBBARD DR	3
5892	SUNDANCE TR	FRANK HUBBARD DR	EOP	3
30347	SUNSET DR	WILLARD ST	ART CENTER AV	3
31089	SUNSET DR	EOP	WILLARD ST	3
26759	SUNSET DR	CONRAD DR	NORTH ST	3
16818	SUNSET DR	SOUTH ST	CONRAD DR	3
37252	SUNSET DR	CR 4093 (TURNBULL BAY RD)	SOUTH ST	3
16928	SUNSET DR	NORTH ST	EOP	3
17071	SWAN AV	TURNBULL ST	HESTER AV	3
154358	TANGLEWOOD AV	FAULKNER ST	DS@96E FAULKNER ST	3
18238	TEE CIR	EOP	SANDWEDGE DR	3
35717	TERRIER WAY	MALTESE LN	OLD MINORCAN TR	3
29500	TRAP CIR	STYMIE LN	STYMIE LN	3
27871	TRUDGEON DR	LURIAN ST	TURNBULL ST	3
27872	TRUDGEON DR	EOP	LURIAN ST	3
17080	TURNBULL ST	HANDLEY DR	TRUDGEON DR	3
16299	TURNBULL ST	CR 4093 (TURNBULL BAY RD)	HANDLEY DR	3
17183	TURNBULL ST	LOUISE AV	FREEMAN ST	3
17065	TURNBULL ST	LANDIS ST	SANDY LN	3
17051	TURNBULL ST	PONCE ST	INDUSTRIAL PARK AV	3
27870	TURNBULL ST	TRUDGEON DR	SWAN AV	3
17067	TURNBULL ST	ROSLYN AV	LANDIS ST	3
17072	TURNBULL ST	SWAN AV	ROSLYN AV	3
27874	TURNBULL ST	FREEMAN ST	CR 4093 (TURNBULL BAY RD)	3
17058	TURNBULL ST	SANDY LN	PONCE ST	3

16769	TURNBULL ST	ELEANORE AV	LOUISE AV	3
17323	TURNSTONE TRACE	EOP	CEDAREDGE DR	3
17044	UNITED DR	CR 4093 (TURNBULL BAY RD)	AIRWAY CIR	3
16967	VINEYARD LN	PECAN ST	DORA ST	3
17263	VINEYARD LN	DORA ST	US HWY 1(DIXIE FREEWAY N)	3
5842	WALTER ST	CHERRY ST	HAMILTON ST	3
5843	WALTER ST	WEST ST	CHERRY ST	3
5852	WAYNE AV	NEAL ST	FAULKNER ST	2
5851	WAYNE AV	FAULKNER ST	RIVERSIDE DR N	2
5848	WAYNE AV	MIDDLEBURY LOOP	ROCHESTER CT	3
5850	WAYNE AV	GLENDEVON DR	CR 4089 (WAYNE AV)	3
140172	WAYNE AV	ROCHESTER CT	DS@366E ROCHESTER CT	3
5853	WAYNE AV	EOP	WELLESLEY CT	3
5849	WAYNE AV	WELLESLEY CT	MIDDLEBURY LOOP	3
5847	WAYNE AV	DS@366E ROCHESTER CT	GLENDEVON DR	3
6034	WAYNE AV	CR 4089 (WAYNE AV)	NEAL ST	2
36225	WELLESLEY CT	EOP	WAYNE AV	3
5859	WEST ST	DS@359N WALTER ST	WILKINS ST	3
5858	WEST ST	WALTER ST	DS@359N WALTER ST	3
140071	WESTWOOD AV	EOP	WILLARD ST	3
16936	WESTWOOD AV	CONRAD DR	NORTH ST	3
16954	WESTWOOD AV	SOUTH ST	CONRAD DR	3
140162	WHISPERING PINES DR	DS@42N KENARD ST	CR 4093 (TURNBULL BAY RD)	3
5880	WHISPERING PINES DR	KENARD ST	DS@42N KENARD ST	3
17291	WILKINS ST	WEST ST	CHERRY ST	3
17292	WILKINS ST	CHERRY ST	HAMILTON ST	3
17293	WILKINS ST	HAMILTON ST	SPRUCE ST	3
17294	WILKINS ST	SPRUCE ST	OLEANDER ST	3
16897	WILLARD ST	NORDMAN AV	GLENWOOD AV	3
16894	WILLARD ST	SUNSET DR	HARDY AV	3
27396	WILLARD ST	GLENWOOD AV	BROOKLINE AV	3
16895	WILLARD ST	HARDY AV	NORDMAN AV	3
16966	WILLOW DR	RICHARD ST	EDWARD ST	3
24089	WILLOW DR	EDWARD ST	CR 4089 (WAYNE AV)	3
16899	WINEFRED AV	EOP	REDLAND DR	3
27860	WINEFRED AV	REDLAND DR	EOP	3

Functional Class	Pavetype Code	Pavetype	Pvmnt Width (ft)	Pvmnt Length (ft)	Pvmnt Area (yd2)	Pvmnt Condition Index (PCI)	Est. PCI 5 Years
LOCAL STREET	1	Asphalt	22	1,066	0	100	94
LOCAL STREET	1	Asphalt	22	958	3,430	67	60
LOCAL STREET	1	Asphalt	20	959	2,964	83	76
LOCAL STREET	1	Asphalt	22	464	1,325	76	69
LOCAL STREET	1	Asphalt	22	2,071	5,916	76	69
LOCAL STREET	1	Asphalt	20	913	3,650	87	80
LOCAL STREET	1	Asphalt	18	1,009	0	73	67
LOCAL STREET	1	Asphalt	22	237	610	79	72
LOCAL STREET	1	Asphalt	20	249	581	66	60
LOCAL STREET	1	Asphalt	17	96	325	93	86
LOCAL STREET	1	Asphalt	19	320	1,215	89	83
LOCAL STREET	1	Asphalt	18	259	933	89	82
LOCAL STREET	1	Asphalt	21	50	0	89	82
LOCAL STREET	1	Asphalt	20	1,862	0	88	82
LOCAL STREET	1	Asphalt	21	622	1,848	86	79
LOCAL STREET	1	Asphalt	22	574	0	72	65
LOCAL STREET	1	Asphalt	23	230	0	66	59
LOCAL STREET	1	Asphalt	18	309	1,112	64	57
LOCAL STREET	1	Asphalt	17	146	495	64	57
LOCAL STREET	1	Asphalt	21	903	0	86	80
LOCAL STREET	1	Asphalt	21	1,019	0	67	60
LOCAL STREET	1	Asphalt	18	245	515	75	69
LOCAL STREET	1	Asphalt	19	1,359	3,012	89	83
LOCAL STREET	1	Asphalt	21	617	1,512	78	72
LOCAL STREET	1	Asphalt	21	406	996	78	71
LOCAL STREET	1	Asphalt	18	1,010	3,635	70	64
LOCAL STREET	1	Asphalt	21	759	3,189	68	62
LOCAL STREET	1	Asphalt	19	674	2,560	89	82
LOCAL STREET	1	Asphalt	22	1,989	8,753	84	78
LOCAL STREET	1	Asphalt	20	221	0	92	85
LOCAL STREET	1	Asphalt	21	123	515	88	82
LOCAL STREET	1	Asphalt	20	931	0	85	78
LOCAL STREET	1	Asphalt	21	126	528	63	57
LOCAL STREET	1	Asphalt	18	675	2,429	88	82
LOCAL STREET	1	Asphalt	18	947	478	85	79
LOCAL STREET	1	Asphalt	20	1,011	4,045	79	73
LOCAL STREET	1	Asphalt	18	907	3,266	65	58
LOCAL STREET	1	Asphalt	19	751	0	63	56
LOCAL STREET	1	Asphalt	20	208	485	61	54
LOCAL STREET	1	Asphalt	18	169	355	39	33
LOCAL STREET	1	Asphalt	22	594	1,524	70	64
LOCAL STREET	1	Asphalt	23	306	821	67	61
LOCAL STREET	1	Asphalt	36	232	975	72	66
LOCAL STREET	1	Asphalt	12	403	565	72	66
LOCAL STREET	1	Asphalt	20	907	3,628	87	80
LOCAL STREET	1	Asphalt	22	1,018	4,481	79	72
LOCAL STREET	1	Asphalt	18	317	665	91	85
LOCAL STREET	1	Asphalt	22	357	916	68	61

LOCAL STREET	1	Asphalt	26	325	986	**75**	**69**
LOCAL STREET	1	Asphalt	26	304	922	**73**	**66**
LOCAL STREET	1	Asphalt	26	312	946	**70**	**64**
LOCAL STREET	1	Asphalt	20	444	1,774	**80**	**73**
LOCAL STREET	1	Asphalt	30	821	4,925	**83**	**76**
LOCAL STREET	1	Asphalt	42	158	1,331	**76**	**69**
LOCAL STREET	1	Asphalt	30	239	0	**75**	**68**
LOCAL STREET	1	Asphalt	20	1,080	4,321	**91**	**85**
LOCAL STREET	1	Asphalt	20	346	1,383	**94**	**88**
LOCAL STREET	1	Asphalt	20	346	1,385	**94**	**88**
LOCAL STREET	1	Asphalt	19	347	1,318	**91**	**84**
LOCAL STREET	1	Asphalt	20	352	0	**89**	**83**
LOCAL STREET	1	Asphalt	21	316	0	**89**	**83**
LOCAL STREET	1	Asphalt	24	352	1,690	**89**	**82**
LOCAL STREET	1	Asphalt	19	316	0	**84**	**78**
LOCAL STREET	1	Asphalt	20	351	0	**83**	**76**
LOCAL STREET	1	Asphalt	21	369	0	**82**	**76**
LOCAL STREET	1	Asphalt	19	306	0	**82**	**76**
LOCAL STREET	1	Asphalt	21	350	0	**81**	**75**
LOCAL STREET	1	Asphalt	19	355	1,349	**81**	**74**
LOCAL STREET	1	Asphalt	21	633	0	**78**	**72**
LOCAL STREET	1	Asphalt	20	395	1,581	**70**	**64**
LOCAL STREET	1	Asphalt	18	811	1,703	**86**	**79**
LOCAL STREET	1	Asphalt	20	1,075	4,301	**91**	**84**
LOCAL STREET	1	Asphalt	21	899	0	**90**	**83**
LOCAL STREET	1	Asphalt	20	3,752	15,010	**76**	**69**
LOCAL STREET	1	Asphalt	20	1,069	4,278	**53**	**46**
LOCAL STREET	1	Asphalt	42	168	823	**59**	**52**
LOCAL STREET	1	Asphalt	21	589	2,476	**71**	**64**
LOCAL STREET	1	Asphalt	16	1,021	1,906	**100**	**94**
LOCAL STREET	1	Asphalt	16	936	1,747	**100**	**94**
LOCAL STREET	1	Asphalt	16	421	785	**100**	**94**
LOCAL STREET	1	Asphalt	20	662	2,650	**90**	**84**
LOCAL STREET	1	Asphalt	20	808	1,885	**78**	**72**
LOCAL STREET	1	Asphalt	20	801	1,868	**74**	**67**
LOCAL STREET	1	Asphalt	19	428	0	**90**	**83**
LOCAL STREET	1	Asphalt	20	80	0	**72**	**66**
LOCAL STREET	1	Asphalt	18	1,012	3,643	**90**	**84**
LOCAL STREET	1	Asphalt	20	908	3,633	**82**	**75**
LOCAL STREET	1	Asphalt	21	706	1,731	**72**	**65**
LOCAL STREET	1	Asphalt	20	456	1,064	**100**	**94**
LOCAL STREET	1	Asphalt	20	149	347	**94**	**87**
LOCAL STREET	1	Asphalt	18	215	451	**86**	**80**
LOCAL STREET	1	Asphalt	20	259	605	**76**	**70**
LOCAL STREET	1	Asphalt	18	699	1,467	**71**	**65**
LOCAL STREET	1	Asphalt	18	189	397	**66**	**60**
LOCAL STREET	1	Asphalt	18	346	726	**65**	**59**
LOCAL STREET	1	Asphalt	18	99	209	**60**	**54**
LOCAL STREET	1	Asphalt	18	365	767	**55**	**48**
LOCAL STREET	1	Asphalt	18	352	1,268	**89**	**82**
LOCAL STREET	1	Asphalt	22	1,014	4,463	**82**	**76**
LOCAL STREET	1	Asphalt	38	69	524	**97**	**91**

LOCAL STREET	1	Asphalt	38	510	0	**97**	**90**
LOCAL STREET	1	Asphalt	36	843	3,539	**95**	**88**
LOCAL STREET	1	Asphalt	38	432	1,913	**94**	**87**
LOCAL STREET	1	Asphalt	38	191	1,453	**91**	**84**
LOCAL STREET	1	Asphalt	38	251	1,909	**87**	**80**
LOCAL STREET	1	Asphalt	34	610	0	**86**	**80**
LOCAL STREET	1	Asphalt	38	76	0	**84**	**77**
LOCAL STREET	1	Asphalt	38	234	1,776	**82**	**75**
LOCAL STREET	1	Asphalt	30	477	2,864	**80**	**73**
LOCAL STREET	1	Asphalt	33	105	404	**79**	**73**
LOCAL STREET	1	Asphalt	36	1,630	6,847	**78**	**72**
LOCAL STREET	1	Asphalt	20	1,043	4,171	**95**	**88**
LOCAL STREET	1	Asphalt	20	896	0	**67**	**61**
LOCAL STREET	1	Asphalt	28	1,054	5,905	**63**	**56**
LOCAL STREET	1	Asphalt	21	1,507	3,692	**88**	**82**
LOCAL STREET	1	Asphalt	21	300	736	**88**	**82**
LOCAL STREET	1	Asphalt	21	423	1,036	**87**	**81**
LOCAL STREET	1	Asphalt	22	284	730	**86**	**79**
LOCAL STREET	1	Asphalt	23	1,182	3,171	**100**	**94**
LOCAL STREET	1	Asphalt	28	185	604	**98**	**92**
LOCAL STREET	1	Asphalt	29	419	1,418	**98**	**91**
LOCAL STREET	1	Asphalt	24	279	780	**82**	**76**
LOCAL STREET	1	Asphalt	23	1,150	3,087	**80**	**73**
URBAN COLLECTOR	1	Asphalt	21	252	619	**96**	**89**
URBAN COLLECTOR	1	Asphalt	21	246	602	**96**	**89**
URBAN COLLECTOR	1	Asphalt	18	1,354	2,844	**94**	**88**
URBAN COLLECTOR	1	Asphalt	21	338	829	**94**	**87**
URBAN COLLECTOR	1	Asphalt	21	649	1,591	**92**	**86**
URBAN COLLECTOR	1	Asphalt	21	335	820	**91**	**85**
URBAN COLLECTOR	1	Asphalt	19	406	899	**91**	**85**
URBAN COLLECTOR	1	Asphalt	21	330	809	**90**	**83**
URBAN COLLECTOR	1	Asphalt	21	827	2,027	**89**	**83**
URBAN COLLECTOR	1	Asphalt	31	150	543	**70**	**64**
LOCAL STREET	1	Asphalt	19	891	3,385	**82**	**76**
LOCAL STREET	1	Asphalt	21	149	627	**72**	**66**
LOCAL STREET	1	Asphalt	33	241	0	**76**	**70**
LOCAL STREET	1	Asphalt	18	870	1,828	**63**	**56**
LOCAL STREET	1	Asphalt	20	317	739	**84**	**77**
LOCAL STREET	1	Asphalt	20	224	896	**96**	**89**
LOCAL STREET	1	Asphalt	22	943	4,151	**90**	**83**
LOCAL STREET	1	Asphalt	20	1,011	4,046	**86**	**80**
LOCAL STREET	1	Asphalt	26	910	4,730	**70**	**64**
LOCAL STREET	1	Asphalt	30	137	0	**97**	**91**
LOCAL STREET	1	Asphalt	29	141	817	**95**	**89**
LOCAL STREET	1	Asphalt	30	172	0	**95**	**88**
LOCAL STREET	1	Asphalt	28	1,384	7,750	**93**	**87**
LOCAL STREET	1	Asphalt	28	428	2,397	**92**	**86**
LOCAL STREET	1	Asphalt	29	676	0	**88**	**82**
LOCAL STREET	1	Asphalt	29	553	3,209	**86**	**80**
LOCAL STREET	1	Asphalt	31	383	0	**74**	**67**
LOCAL STREET	1	Asphalt	18	1,195	4,303	**95**	**89**
LOCAL STREET	1	Asphalt	18	829	2,985	**94**	**88**
LOCAL STREET	1	Asphalt	14	427	1,197	**89**	**83**

LOCAL STREET	1	Asphalt	19	478	1,815	79	72
LOCAL STREET	1	Asphalt	22	837	2,147	93	86
LOCAL STREET	1	Asphalt	22	448	1,150	88	81
LOCAL STREET	1	Asphalt	18	822	1,726	81	75
LOCAL STREET	1	Asphalt	20	358	836	79	72
LOCAL STREET	1	Asphalt	20	348	811	76	69
LOCAL STREET	1	Asphalt	20	370	864	71	64
LOCAL STREET	1	Asphalt	18	219	788	93	87
LOCAL STREET	1	Asphalt	18	266	958	89	83
LOCAL STREET	1	Asphalt	20	525	2,102	83	77
LOCAL STREET	1	Asphalt	19	938	3,566	89	83
LOCAL STREET	1	Asphalt	18	126	452	83	76
LOCAL STREET	1	Asphalt	18	387	0	94	87
LOCAL STREET	1	Asphalt	26	976	5,075	64	58
URBAN COLLECTOR	1	Asphalt	21	1,399	5,877	90	83
URBAN COLLECTOR	1	Asphalt	21	621	2,610	88	81
URBAN COLLECTOR	1	Asphalt	21	975	1,559	85	79
URBAN COLLECTOR	1	Asphalt	23	363	0	84	78
LOCAL STREET	1	Asphalt	18	370	0	77	70
LOCAL STREET	1	Asphalt	23	608	2,795	66	59
LOCAL STREET	1	Asphalt	20	1,364	5,457	60	54
LOCAL STREET	1	Asphalt	19	638	2,426	80	74
LOCAL STREET	1	Asphalt	33	204	1,349	72	66
LOCAL STREET	1	Asphalt	18	883	1,854	72	66
LOCAL STREET	1	Asphalt	20	804	0	74	67
LOCAL STREET	1	Asphalt	16	255	815	57	51
LOCAL STREET	1	Asphalt	15	190	570	44	38
LOCAL STREET	1	Asphalt	30	2,664	15,985	87	81
LOCAL STREET	1	Asphalt	21	621	674	86	80
LOCAL STREET	1	Asphalt	22	417	0	84	77
LOCAL STREET	1	Asphalt	18	199	418	85	79
LOCAL STREET	1	Asphalt	20	322	750	83	76
LOCAL STREET	1	Asphalt	18	267	560	79	72
LOCAL STREET	1	Asphalt	18	352	739	72	66
LOCAL STREET	1	Asphalt	19	572	1,268	70	64
LOCAL STREET	1	Asphalt	18	350	734	62	55
LOCAL STREET	1	Asphalt	18	329	1,186	88	81
LOCAL STREET	1	Asphalt	19	312	692	72	66
LOCAL STREET	1	Asphalt	21	311	762	67	60
LOCAL STREET	1	Asphalt	19	320	710	58	51
LOCAL STREET	1	Asphalt	19	409	906	66	60
LOCAL STREET	1	Asphalt	22	230	589	77	71
LOCAL STREET	1	Asphalt	23	220	590	67	61
LOCAL STREET	1	Asphalt	19	660	2,509	90	84
LOCAL STREET	1	Asphalt	18	317	665	69	62
LOCAL STREET	1	Asphalt	17	319	632	63	56
LOCAL STREET	1	Asphalt	13	371	563	92	86
LOCAL STREET	1	Asphalt	16	133	248	91	84
LOCAL STREET	1	Asphalt	22	440	1,129	90	84
LOCAL STREET	1	Asphalt	22	1,734	4,451	83	77
LOCAL STREET	1	Asphalt	20	347	810	84	78
LOCAL STREET	1	Asphalt	18	312	655	79	72
LOCAL STREET	1	Asphalt	22	1,636	4,200	100	94
LOCAL STREET	1	Asphalt	26	160	487	100	94

LOCAL STREET	1	Asphalt	20	1,103	4,414	**81**	**74**
LOCAL STREET	1	Asphalt	18	803	1,685	**90**	**84**
LOCAL STREET	1	Asphalt	22	1,077	4,737	**91**	**84**
LOCAL STREET	1	Asphalt	20	897	3,588	**89**	**83**
LOCAL STREET	1	Asphalt	21	1,856	0	**77**	**71**
LOCAL STREET	1	Asphalt	20	935	3,742	**71**	**65**
LOCAL STREET	1	Asphalt	17	20	0	**100**	**94**
LOCAL STREET	1	Asphalt	17	286	972	**100**	**94**
LOCAL STREET	1	Asphalt	19	346	1,316	**94**	**88**
LOCAL STREET	1	Asphalt	20	346	1,384	**92**	**86**
LOCAL STREET	1	Asphalt	19	292	0	**92**	**86**
LOCAL STREET	1	Asphalt	20	394	0	**92**	**85**
LOCAL STREET	1	Asphalt	18	358	1,291	**92**	**85**
LOCAL STREET	1	Asphalt	20	357	0	**90**	**83**
LOCAL STREET	1	Asphalt	21	344	1,446	**87**	**80**
LOCAL STREET	1	Asphalt	20	254	0	**74**	**68**
LOCAL STREET	1	Asphalt	13	350	0	**74**	**68**
LOCAL STREET	1	Asphalt	19	24	0	**68**	**61**
LOCAL STREET	1	Asphalt	20	367	1,470	**53**	**47**
LOCAL STREET	1	Asphalt	22	804	0	**78**	**71**
LOCAL STREET	1	Asphalt	39	180	1,406	**69**	**63**
LOCAL STREET	1	Asphalt	22	134	590	**50**	**43**
LOCAL STREET	1	Asphalt	20	562	1,310	**71**	**65**
LOCAL STREET	1	Asphalt	20	348	812	**69**	**63**
LOCAL STREET	1	Asphalt	20	138	554	**80**	**74**
LOCAL STREET	1	Asphalt	20	157	630	**76**	**69**
LOCAL STREET	1	Asphalt	20	401	1,603	**51**	**44**
LOCAL STREET	1	Asphalt	19	334	0	**85**	**78**
LOCAL STREET	1	Asphalt	20	417	974	**78**	**72**
LOCAL STREET	1	Asphalt	20	930	2,171	**69**	**63**
LOCAL STREET	1	Asphalt	18	699	1,467	**90**	**83**
LOCAL STREET	1	Asphalt	19	802	3,048	**90**	**83**
LOCAL STREET	1	Asphalt	19	314	0	**88**	**82**
LOCAL STREET	1	Asphalt	19	424	1,612	**87**	**81**
LOCAL STREET	1	Asphalt	19	159	0	**84**	**77**
LOCAL STREET	1	Asphalt	23	377	1,736	**83**	**76**
LOCAL STREET	1	Asphalt	19	1,404	5,335	**82**	**76**
LOCAL STREET	1	Asphalt	20	279	1,115	**82**	**75**
LOCAL STREET	1	Asphalt	19	505	1,918	**82**	**75**
LOCAL STREET	1	Asphalt	34	470	1,863	**73**	**67**
LOCAL STREET	1	Asphalt	36	180	757	**56**	**50**
LOCAL STREET	1	Asphalt	18	633	2,281	**89**	**82**
LOCAL STREET	1	Asphalt	19	423	1,609	**83**	**76**
LOCAL STREET	1	Asphalt	19	344	1,307	**82**	**76**
LOCAL STREET	1	Asphalt	19	181	689	**80**	**73**
LOCAL STREET	1	Asphalt	20	705	1,646	**73**	**67**
URBAN COLLECTOR	1	Asphalt	31	1,355	4,901	**75**	**68**
LOCAL STREET	1	Asphalt	33	352	2,322	**81**	**74**
LOCAL STREET	1	Asphalt	18	34	71	**100**	**94**
LOCAL STREET	1	Asphalt	18	141	296	**100**	**94**
LOCAL STREET	1	Asphalt	18	370	778	**100**	**94**
LOCAL STREET	1	Asphalt	18	840	3,025	**87**	**80**
LOCAL STREET	1	Asphalt	18	142	791	**85**	**78**
LOCAL STREET	1	Asphalt	20	1,046	4,186	**86**	**80**

LOCAL STREET	1	Asphalt	22	280	718	**90**	**84**
LOCAL STREET	1	Asphalt	22	288	740	**89**	**83**
LOCAL STREET	1	Asphalt	23	1,102	5,070	**100**	**94**
LOCAL STREET	1	Asphalt	20	1,093	0	**78**	**71**
LOCAL STREET	1	Asphalt	20	157	630	**76**	**69**
LOCAL STREET	1	Asphalt	22	741	3,262	**75**	**68**
LOCAL STREET	1	Asphalt	32	248	0	**84**	**78**
LOCAL STREET	1	Asphalt	20	387	0	**62**	**56**
LOCAL STREET	1	Asphalt	21	82	344	**62**	**55**
LOCAL STREET	1	Asphalt	24	384	0	**100**	**94**
LOCAL STREET	1	Asphalt	24	659	0	**100**	**94**
LOCAL STREET	1	Asphalt	24	355	0	**100**	**94**
LOCAL STREET	1	Asphalt	24	347	0	**100**	**94**
LOCAL STREET	1	Asphalt	24	354	1,701	**100**	**94**
LOCAL STREET	1	Asphalt	24	343	1,645	**100**	**94**
LOCAL STREET	1	Asphalt	24	349	1,675	**100**	**94**
LOCAL STREET	1	Asphalt	23	302	1,390	**100**	**93**
LOCAL STREET	1	Asphalt	23	308	1,417	**99**	**93**
LOCAL STREET	1	Asphalt	23	314	1,444	**99**	**92**
LOCAL STREET	1	Asphalt	24	339	0	**97**	**90**
LOCAL STREET	1	Asphalt	21	370	1,555	**92**	**86**
LOCAL STREET	1	Asphalt	24	348	1,670	**90**	**83**
LOCAL STREET	1	Asphalt	24	351	1,687	**63**	**57**
LOCAL STREET	1	Asphalt	24	423	2,029	**60**	**53**
LOCAL STREET	1	Asphalt	21	356	872	**81**	**75**
LOCAL STREET	1	Asphalt	21	474	1,161	**78**	**71**
LOCAL STREET	1	Asphalt	21	344	843	**76**	**69**
LOCAL STREET	1	Asphalt	20	262	1,049	**72**	**65**
LOCAL STREET	1	Asphalt	20	239	0	**72**	**65**
LOCAL STREET	1	Asphalt	20	131	523	**69**	**62**
LOCAL STREET	1	Asphalt	13	865	2,249	**90**	**84**
LOCAL STREET	1	Asphalt	18	1,030	0	**79**	**72**
LOCAL STREET	1	Asphalt	15	1,034	3,102	**92**	**86**
LOCAL STREET	1	Asphalt	15	1,050	3,150	**86**	**80**
LOCAL STREET	1	Asphalt	23	1,101	5,065	**82**	**76**
LOCAL STREET	1	Asphalt	21	1,155	4,851	**81**	**74**
LOCAL STREET	1	Asphalt	26	2,516	13,083	**75**	**68**
LOCAL STREET	1	Asphalt	24	366	1,756	**69**	**63**
LOCAL STREET	1	Asphalt	18	595	2,143	**87**	**81**
LOCAL STREET	1	Asphalt	18	96	201	**72**	**66**
LOCAL STREET	1	Asphalt	31	302	1,093	**94**	**88**
LOCAL STREET	1	Asphalt	20	769	0	**77**	**70**
LOCAL STREET	1	Asphalt	20	361	1,443	**83**	**76**
LOCAL STREET	1	Asphalt	18	843	3,036	**92**	**85**
LOCAL STREET	1	Asphalt	18	171	0	**90**	**83**
LOCAL STREET	1	Asphalt	20	170	679	**83**	**77**
LOCAL STREET	1	Asphalt	20	665	0	**78**	**71**
LOCAL STREET	1	Asphalt	18	645	1,354	**74**	**68**
LOCAL STREET	1	Asphalt	20	322	0	**74**	**68**
LOCAL STREET	1	Asphalt	20	690	0	**72**	**66**
LOCAL STREET	1	Asphalt	20	112	448	**69**	**63**
LOCAL STREET	1	Asphalt	20	160	641	**69**	**63**
LOCAL STREET	1	Asphalt	20	218	872	**68**	**62**
LOCAL STREET	1	Asphalt	18	655	1,376	**66**	**59**
LOCAL STREET	1	Asphalt	20	336	1,345	**63**	**57**

LOCAL STREET	1	Asphalt	18	800	1,680	**58**	**52**
LOCAL STREET	1	Asphalt	35	275	1,122	**73**	**66**
LOCAL STREET	1	Asphalt	24	756	3,627	**58**	**52**
LOCAL STREET	1	Asphalt	18	212	446	**86**	**80**
LOCAL STREET	1	Asphalt	20	254	592	**76**	**69**
LOCAL STREET	1	Asphalt	20	361	843	**85**	**78**
LOCAL STREET	1	Asphalt	20	287	669	**69**	**63**
URBAN COLLECTOR	1	Asphalt	36	340	1,429	**100**	**94**
URBAN COLLECTOR	1	Asphalt	36	276	1,158	**95**	**89**
LOCAL STREET	1	Asphalt	21	619	2,598	**91**	**85**
LOCAL STREET	1	Asphalt	22	687	3,024	**89**	**82**
LOCAL STREET	1	Asphalt	20	366	1,464	**87**	**81**
LOCAL STREET	1	Asphalt	30	472	2,833	**86**	**80**
LOCAL STREET	1	Asphalt	21	489	2,055	**82**	**75**
LOCAL STREET	1	Asphalt	22	1,229	5,409	**75**	**68**
URBAN COLLECTOR	1	Asphalt	41	411	1,968	**71**	**65**
LOCAL STREET	1	Asphalt	29	513	2,973	**87**	**80**
LOCAL STREET	1	Asphalt	13	354	537	**83**	**76**
LOCAL STREET	1	Asphalt	14	359	586	**79**	**73**
LOCAL STREET	1	Asphalt	21	952	3,999	**92**	**85**
LOCAL STREET	1	Asphalt	21	901	0	**81**	**74**
LOCAL STREET	1	Asphalt	20	1,021	4,084	**54**	**47**
LOCAL STREET	1	Asphalt	26	76	397	**66**	**60**
LOCAL STREET	1	Asphalt	23	128	590	**57**	**51**
LOCAL STREET	1	Asphalt	20	284	663	**85**	**79**
LOCAL STREET	1	Asphalt	22	360	924	**81**	**74**
LOCAL STREET	1	Asphalt	20	348	813	**74**	**67**
LOCAL STREET	1	Asphalt	20	309	720	**66**	**60**
LOCAL STREET	1	Asphalt	19	1,854	7,044	**91**	**85**
LOCAL STREET	1	Asphalt	19	337	0	**89**	**82**
LOCAL STREET	1	Asphalt	20	312	1,247	**87**	**81**
LOCAL STREET	1	Asphalt	19	623	2,366	**85**	**78**
LOCAL STREET	1	Asphalt	18	229	480	**78**	**71**
LOCAL STREET	1	Asphalt	18	258	541	**63**	**57**
LOCAL STREET	1	Asphalt	16	312	0	**100**	**94**
LOCAL STREET	1	Asphalt	16	325	0	**100**	**94**

GISID	On Street	From Street	To Street	FunCL Code
33471	AEOLIAN DR	MT OLYMPUS BLVD	EOP	3
33467	AEOLIAN DR	ATLANTIS DR	MT OLYMPUS BLVD	3
33463	AEOLIAN DR	SPARTA DR	ATLANTIS DR	3
33477	AEOLIAN DR	GIBRALTAR BLVD	SPARTA DR	3
140185	ALLEY BTWN TORRE BLVD	TESORO CIR	TORRE BLVD	4
140184	ALLEY BTWN TORRE BLVD	TORRE BLVD	TESORO CIR	4
140203	ALLEY E CASALTA CIR	DS@147E CASALTA CIR	GROTTA AV	4
140202	ALLEY E CASALTA CIR	GROTTA AV	CASALTA CIR	4
140209	ALLEY E CASALTA CIR	CASALTA CIR	DS@147E CASALTA CIR	4
140199	ALLEY E OF ROMEA CIR	CASELLO DR	GRANCIA AV	4
140198	ALLEY E OF ROMEA CIR	GRANCIA AV	ROMEA CIR	4
140210	ALLEY E OF TRESTO ST	TRESTO ST	CASELLO DR	4
140200	ALLEY N OF CASELLO DR	TRESTO ST	ALLEY E OF ROMEA CIR	4
140195	ALLEY N OF CERRO AV	MONTESE ST	MELETO BLVD	4
140186	ALLEY N OF MARSILI AV	GALLIA ST	MONTESE ST	4
140187	ALLEY N OF MARSILI AV	MONTESE ST	MELETO BLVD	4
140192	ALLEY N OF MEDICI BLVD	GALLIA ST	MONTESE ST	4
140193	ALLEY N OF MEDICI BLVD	MONTESE ST	MELETO BLVD	4
140194	ALLEY N OF PINO AV	MONTESE ST	MELETO BLVD	4
140190	ALLEY N OF PINTELLO AV	GALLIA ST	MONTESE ST	4
140191	ALLEY N OF PINTELLO AV	MONTESE ST	MELETO BLVD	4
140206	ALLEY N OF PONETA AV	LUNA BELLA LN	STEFANO ST	4
140207	ALLEY N OF PONETA AV	STEFANO ST	TOSCA ST	4
140196	ALLEY N OF ROSA AV	MONTESE ST	MELETO BLVD	4
140189	ALLEY N OF TUSCANO AV	MONTESE ST	MELETO BLVD	4
140188	ALLEY N OF TUSCANO AV	GALLIA ST	MONTESE ST	4
140204	ALLEY N OF VELONA AV	LUNA BELLA LN	STEFANO ST	4
140205	ALLEY N OF VELONA AV	STEFANO ST	TOSCA ST	4
140201	ALLEY S OF CASELLO DR	TRESTO ST	ALLEY E OF TRESTO ST	4
140197	ALLEY S OF ROSA AV	MONTESE ST	MELETO BLVD	4
40008	AMALFI DR	ALLEY N OF CERRO AV	MEDICI BLVD	4
40007	AMALFI DR	MEDICI BLVD	MARSILI AV	4
140208	AMALFI DR	MARSILI AV	BELLINO BLVD	4
140056	ARECA AV	CARYOTA CT	VENETIAN PALMS BLVD	3
140047	ARECA AV	VENETIAN PALMS BLVD	BORASSUS DR	3
140045	ARMENIA CT	EOP	NEVERLAND DR	3
140015	ARMOYAN WAY	TATON TRACE	GIBRALTAR BLVD	3
140014	ARMOYAN WAY	GIBRALTAR BLVD	SIME ST	3
140023	ARMOYAN WAY	SIME ST	BLUE SHORES WAY	3
17042	ARROWROOT CT	CLUB HOUSE BLVD	EOP	3
33464	ATLANTIS DR	AEOLIAN DR	EOP	3
140012	BABS CT	EOP	GIBRALTAR BLVD	3
38475	BACIO ST	OLIETA BLVD	TESORO CIR	3
38474	BACIO ST	LEONARDO LN	OLIETA BLVD	3
5782	BALTIMORE CIR	EOP	HIDDEN PINES BLVD	3

17075	BEACH FERN CT	CLUB HOUSE BLVD	EOP	3
40006	BELLINO BLVD	MEDICI BLVD	MELETO BLVD	3
140020	BLUE SHORES WAY	GIBRALTAR BLVD	ARMOYAN WAY	3
140040	BLUE SHORES WAY	NEVERLAND DR	GIBRALTAR BLVD	3
140021	BLUE SHORES WAY	ARMOYAN WAY	EOP	3
5124	BOLTON RD	EOP	MAGNOLIA DR	3
140052	BORASSUS DR	VENETIAN PALMS BLVD	KENTIA ST	3
140061	BORASSUS DR	KENTIA ST	ARECA AV	3
140048	BORASSUS DR	ARECA AV	VENETIAN PALMS BLVD	3
140057	BORASSUS DR	CARYOTA CT	VENETIAN PALMS BLVD	3
24080	BOTTLEBRUSH CT	CLUB HOUSE BLVD	EOP	3
31092	BROMELY CIR	EOP	PRESTWICK DR	3
28875	BUTTON BUSH PL	CLUB HOUSE BLVD	EOP	3
38477	CAMPANA ST	LEONARDO LN	OLIETA BLVD	3
38476	CAMPANA ST	OLIETA BLVD	TESORO CIR	3
25830	CARO CT	EOP	DISERA WAY	3
25345	CARO CT	DISERA WAY	EOP	3
140081	CARPENTARIA DR	SILAS DR	NOBLE RUN	3
140080	CARPENTARIA DR	NOBLE RUN	NEVERLAND DR	3
33458	CARTHAGE DR	EOP	MT OLYMPUS BLVD	3
140055	CARYOTA CT	DS@481N ARECA AV	KING PALM DR	3
140070	CARYOTA CT	ARECA AV	DS@481N ARECA AV	3
140064	CARYOTA CT	KING PALM DR	PORTOFINO BLVD	3
140054	CARYOTA CT	BORASSUS DR	ARECA AV	3
23853	CASALTA CIR	DS@1633N GROTTA AV	AIRPORT RD N	3
140104	CASALTA CIR	GROTTA AV	DS@1633N GROTTA AV	3
23852	CASALTA CIR	CASALTA CIR	DS@411S CASALTA CIR	3
35708	CASELLO DR	AIRPORT RD N	DS@272E AIRPORT RD N	3
19303	CASELLO DR	TRESTO ST	ALLEY E OF TRESTO ST	3
35705	CASELLO DR	ALLEY E OF TRESTO ST	AIRPORT RD N	3
33484	CATERINA DR	TUSCANY RESERVE BLVD	LOCANDA CIR W	3
33486	CATERINA DR	LOCANDA CIR W	LUNA BELLA LN	3
32994	CELOSIA DR	GRAPE IVY LN	GINGERWOOD DR	3
34796	CERRO AV	MONTESE ST	MELETO BLVD	3
19336	CESI AV	LEONI ST	ROCCA ST	3
24488	CHINABERRY CT	EOP	CLUB HOUSE BLVD	3
27868	CLUB HOUSE BLVD	ARROWROOT CT	SAWGRASS LN	2
140144	CLUB HOUSE BLVD	CLUBHOUSE CIR	DS@360S CLUBHOUSE CIR	2
16774	CLUB HOUSE BLVD	CR 4118 (PIONEER TR)	SWEET BAY AV	2
29498	CLUB HOUSE BLVD	CHINABERRY CT	ARROWROOT CT	2
26763	CLUB HOUSE BLVD	CROOKED WOOD CT	CHINABERRY CT	2
17035	CLUB HOUSE BLVD	SAWGRASS LN	STAGHORN CT	2
26760	CLUB HOUSE BLVD	BOXWOOD LN	GLENEAGLES DR	2
17648	CLUB HOUSE BLVD	RED MAPLE WAY	MAGNOLIA CIR	2
25991	CLUB HOUSE BLVD	DS@360S CLUBHOUSE CIR	SWEET BAY AV	2
30009	CLUB HOUSE BLVD	TURNBERRY CIR	TURNBERRY CIR	2
17026	CLUB HOUSE BLVD	SILK OAK CT	ST ANDREWS BLVD	2
31268	CLUB HOUSE BLVD	BUTTON BUSH PL	RED MAPLE WAY	2
31672	CLUB HOUSE BLVD	MAGNOLIA CIR	STAGGERBUSH PL	2
17024	CLUB HOUSE BLVD	ST ANDREWS BLVD	BOTTLEBRUSH CT	2
29502	CLUB HOUSE BLVD	SWEET BAY AV	BUTTON BUSH PL	2

28482	CLUB HOUSE BLVD	TURNBERRY CIR	CLUBHOUSE CIR	2
27866	CLUB HOUSE BLVD	BOTTLEBRUSH CT	BOXWOOD LN	2
28866	CLUB HOUSE BLVD	GLENEAGLES DR	GLENEAGLES DR	2
17040	CLUB HOUSE BLVD	PRESTWICK DR	TURNBERRY CIR	2
27867	CLUB HOUSE BLVD	GLENEAGLES DR	CANTERBURY CIR	2
28480	CLUB HOUSE BLVD	CANTERBURY CIR	PRESTWICK DR	2
24086	CLUB HOUSE BLVD	SWEET BAY AV	SUGAR MILL DR	2
28873	CLUB HOUSE BLVD	STAGGERBUSH PL	BEACH FERN CT	2
24083	CLUB HOUSE BLVD	BEACH FERN CT	CROOKED WOOD CT	2
17028	CLUB HOUSE BLVD	STAGHORN CT	SILK OAK CT	2
17132	COATES DR	VICS WAY	SR 44	3
140176	COLONY PARK RD	SR 44	UNNAMED	3
35921	COLONY PARK RD	UNNAMED	OTTER BLVD	3
23316	CONSERVATION CT	EOP	GLENCOE RD S	3
5365	CORBIN PARK RD	ROBIN RD	PATTY RD	3
5371	CORBIN PARK RD	DS@246N DEERWOOD DR	CANDLEWOOD LN E	3
5370	CORBIN PARK RD	CANDLEWOOD LN E	SR 44	3
5364	CORBIN PARK RD	HAWKS COVE CIR	ROBIN RD	3
140066	CORBIN PARK RD	DEERWOOD DR	DS@246N DEERWOOD DR	3
5372	CORBIN PARK RD	PATTY RD	DEERWOOD DR	3
140044	CRAB TRAP DR	LADYFISH LN	NEVERLAND DR	3
140060	CRAB TRAP DR	NEVERLAND DR	LADYFISH LN	3
5611	CREEK SHORE TR	CR 4093 (TURNBULL BAY RD)	OLD SMYRNA TR	3
151338	CREEK SHORE TR	OLD SMYRNA TR	OLD SMYRNA TR	3
17063	CROOKED WOOD CT	EOP	CLUB HOUSE BLVD	3
37127	DAYFLOWER COVE	EOP	SNAPDRAGON DR	3
28316	DISERA WAY	MARISOL DR	CARO CT	3
32259	EAGLES EYE CT	GLENEAGLES DR	EOP	3
34786	GALLIA ST	PINTELLO AV	TUSCANO AV	3
34781	GALLIA ST	MARSILI AV	MONTESE ST	3
19313	GALLIA ST	MEDICI BLVD	PINTELLO AV	3
34787	GALLIA ST	TUSCANO AV	MARSILI AV	3
34782	GALLIA ST	MONTESE ST	MELETO BLVD	3
140030	GIBRALTAR BLVD	CR 4118 (PIONEER TR)	NOVA SCOTIA WAY	3
140013	GIBRALTAR BLVD	SIME ST	BABS CT	3
33476	GIBRALTAR BLVD	AEOLIAN DR	SUGAR MILL DR	3
140022	GIBRALTAR BLVD	BLUE SHORES WAY	SIME ST	3
140027	GIBRALTAR BLVD	DS@144E MT OLYMPUS BLVD	STAR CORAL LN	3
140029	GIBRALTAR BLVD	NOVA SCOTIA WAY	TRUBS TRACE	3
33457	GIBRALTAR BLVD	MT OLYMPUS BLVD	DS@144E MT OLYMPUS BLVD	3
33475	GIBRALTAR BLVD	ARMOYAN WAY	AEOLIAN DR	3
140016	GIBRALTAR BLVD	BABS CT	ARMOYAN WAY	3
33456	GIBRALTAR BLVD	SUGAR MILL DR	MT OLYMPUS BLVD	3
140028	GIBRALTAR BLVD	TRUBS TRACE	BLUE SHORES WAY	3
5351	GLENCOE RD N	SR 44	BURNELL CT	2
5340	GLENCOE RD S	LYMESTONE CT	WOOD CREEK LN	2
5341	GLENCOE RD S	CONSERVATION CT	LYMESTONE CT	2
140183	GLENCOE RD S	UNNAMED	SR 44	2
5350	GLENCOE RD S	WOOD CREEK LN	UNNAMED	2
28975	GLENEAGLES DR	CLUB HOUSE BLVD	EAGLES EYE CT	3

28386	GLENEAGLES DR	EAGLES EYE CT	EOP	3
31158	GRANCIA AV	ROMEA CIR	AIRPORT RD N	3
37122	GRAPE IVY LN	CELOSIA DR	SNAPDRAGON DR	3
37125	GRAPE IVY LN	EOP	SNAPDRAGON DR	3
37129	GRAPE IVY LN	SNAPDRAGON DR	CELOSIA DR	3
37124	GRAPE IVY LN	SNAPDRAGON DR	EOP	3
23850	GROTTA AV	CASALTA CIR	AIRPORT RD N	3
3174	HIDDEN PINES BLVD	PAIGE AV	BALTIMORE CIR	3
2751	HIDDEN PINES BLVD	BALTIMORE CIR	SHOREWOOD LN	3
140152	HIDDEN PINES BLVD	CASTLEWOOD LN W	DS@161N CASTLEWOOD LN W	3
2750	HIDDEN PINES BLVD	SHOREWOOD LN	CASTLEWOOD LN W	3
3176	HIDDEN PINES BLVD	DS@161N CASTLEWOOD LN W	SR 44	3
3175	HIDDEN PINES BLVD	CASTLEWOOD LN W	CASTLEWOOD LN W	3
30309	HOLLY HILL CT	LIVE OAK LN	SWEET BAY AV	3
140142	HOLLY HILL CT	DS@228E EOP	DS@284N EOP	3
17171	HOLLY HILL CT	DS@284N EOP	LIVE OAK LN	3
13126	HUMANE SOCIETY ROAD	GLENCOE RD S	EOP	3
140049	KENTIA ST	BORASSUS DR	AIRPORT RD N	3
140053	KING PALM DR	VENETIAN PALMS BLVD	AIRPORT RD N	3
140063	KING PALM DR	CARYOTA CT	VENETIAN PALMS BLVD	3
140046	LADYFISH LN	NEVERLAND DR	CRAB TRAP DR	3
38478	LEONARDO LN	N AIRPORT RD	TESORO CIR	3
39548	LEONARDO LN	TESORO CIR	EOP	3
39550	LEONARDO LN	ROMDINI ST	TESORO CIR	3
39549	LEONARDO LN	LUNA BELLA LN	PRATO ST	3
38480	LEONARDO LN	BACIO ST	CAMPANA ST	3
39551	LEONARDO LN	PRATO ST	ROMDINI ST	3
38481	LEONARDO LN	CAMPANA ST	LUNA BELLA LN	3
38479	LEONARDO LN	TESORO CIR	BACIO ST	3
19343	LEONI ST	CESI AV	PEGASO AV	3
27963	LEONI ST	PONETA AV	PINI AV	3
19339	LEONI ST	PINI AV	CESI AV	3
19344	LEONI ST	PEGASO AV	EOP	3
30575	LEONI ST	EOP	PONETA AV	3
140143	LIVE OAK CT	EOP	DS@44N EOP	3
24085	LIVE OAK CT	DS@44N EOP	LIVE OAK LN	3
27403	LIVE OAK LN	SLASH PINE CT	HOLLY HILL CT	3
17163	LIVE OAK LN	HOLLY HILL CT	LIVE OAK CT	3
33488	LOCANDA CIR E	LOCANDA CIR W	EOP	3
33489	LOCANDA CIR W	MURA CT	LOCANDA CIR E	3
33485	LOCANDA CIR W	CATERINA DR	MURA CT	3
33490	LUNA BELLA LN	LOCANDA CIR E	CR 4118 (PIONEER TR)	3
140100	LUNA BELLA LN	DS@535N AIRPORT RD N	DS@561N AIRPORT RD N	3
36048	LUNA BELLA LN	AIRPORT RD N	DS@535N AIRPORT RD N	3
19305	LUNA BELLA LN	CASELLO DR	VENETIAN VILLA DR	3
19379	LUNA BELLA LN	TOSCA ST	STEFANO ST	3
30579	LUNA BELLA LN	STEFANO ST	DS@403W STEFANO ST	3
35710	LUNA BELLA LN	PEGASO AV	AIRPORT RD N	3
32718	LUNA BELLA LN	PONETA AV	VELONA AV	3
33672	LUNA BELLA LN	TESORO CIR	CATERINA DR	3

140156	LUNA BELLA LN	DS@403W STEFANO ST	PONETA AV	3
19342	LUNA BELLA LN	VELONA AV	PEGASO AV	3
39558	LUNA BELLA LN	LEONARDO LN	OLIETA BLVD	3
33663	LUNA BELLA LN	VENETIAN VILLA DR	LEONARDO LN	3
33661	LUNA BELLA LN	VENETIAN VILLA DR	VENETIAN VILLA DR	3
39560	LUNA BELLA LN	OLIETA BLVD	DS@490N OLIETA BLVD	3
33487	LUNA BELLA LN	CATERINA DR	LOCANDA CIR E	3
16296	MAGNOLIA CIR	CLUB HOUSE BLVD	EOP	3
26921	MARIBELLA CT	EOP	MARIBELLA DR	3
34291	MARIBELLA DR	AIRPORT RD N	MARIBELLA CT	3
31168	MARIBELLA DR	MARIBELLA CT	AIRPORT RD N	3
34287	MARISOL CT	EOP	MARISOL DR	3
140093	MARISOL DR	MARISOL DR	EOP	3
19434	MARISOL DR	DISERA WAY	MARIBELLA DR	3
34286	MARISOL DR	MIRANO TER	DISERA WAY	3
152743	MARISOL DR	DS@783E MARISOL CT	MIRANO TER	3
36266	MARISOL DR	MARISOL CT	DS@783E MARISOL CT	3
34288	MARISOL DR	AIRPORT RD N	MARISOL CT	3
140007	MARSILI AV	MELETO BLVD	AMALFI DR	3
34778	MARSILI AV	MONTESE ST	MELETO BLVD	3
34779	MARSILI AV	GALLIA ST	MONTESE ST	3
23321	MEADOW CREEK LN	NATURE CREEK LN	EOP	3
34792	MEDICI BLVD	GALLIA ST	MONTESE ST	3
34791	MEDICI BLVD	MONTESE ST	MELETO BLVD	3
40000	MEDICI BLVD	BELLINO BLVD	MONACO BLVD	3
40009	MEDICI BLVD	MELETO BLVD	BELLINO BLVD	3
19309	MELETO BLVD	CERRO AV	PINO AV	3
19308	MELETO BLVD	ROSA AV	CERRO AV	3
19306	MELETO BLVD	AIRPORT RD N	MONTESE ST	3
19307	MELETO BLVD	MONTESE ST	ROSA AV	3
19311	MELETO BLVD	MEDICI BLVD	PINTELLO AV	3
33674	MELETO BLVD	GALLIA ST	BELLINO BLVD	3
33657	MELETO BLVD	TORRE BLVD	EOP	3
133674	MELETO BLVD	BELLINO BLVD	TORRE BLVD	3
140074	MELETO BLVD	VENETIAN PALMS BLVD	AIRPORT RD N	3
19310	MELETO BLVD	PINO AV	MEDICI BLVD	3
140067	MELETO BLVD	VENETIAN PALMS BLVD	PORTOFINO BLVD	3
140075	MELETO BLVD	PORTOFINO BLVD	VENETIAN PALMS BLVD	3
24162	MELETO BLVD	TUSCANO AV	MARSILI AV	3
33654	MELETO BLVD	MARSILI AV	GALLIA ST	3
19312	MELETO BLVD	PINTELLO AV	TUSCANO AV	3
26364	MIRANO TER	EOP	MARISOL DR	3
40003	MODENA WAY	MONACO BLVD	EOP	3
40002	MODENA WAY	EOP	MONACO BLVD	3
40004	MONACO BLVD	MODENA WAY	EOP	3
40001	MONACO BLVD	MEDICI BLVD	MODENA WAY	3
38123	MONACO BLVD	AIRPORT RD N	MEDICI BLVD	3
34285	MONTESE ST	MELETO BLVD	ROSA AV	3
34797	MONTESE ST	CERRO AV	PINO AV	3

34799	MONTESE ST	ROSA AV	CERRO AV	3
34784	MONTESE ST	TUSCANO AV	MARSILI AV	3
34780	MONTESE ST	MARSILI AV	GALLIA ST	3
34793	MONTESE ST	MEDICI BLVD	PINTELLO AV	3
34790	MONTESE ST	PINTELLO AV	TUSCANO AV	3
34795	MONTESE ST	PINO AV	MEDICI BLVD	3
33466	MT OLYMPUS BLVD	TYRE AV	SUGAR MILL DR	3
33459	MT OLYMPUS BLVD	GIBRALTAR BLVD	CARTHAGE DR	3
33462	MT OLYMPUS BLVD	CARTHAGE DR	SICILY DR	3
140137	MT OLYMPUS BLVD	DS@1113N SICILY DR	TYRE AV	3
33468	MT OLYMPUS BLVD	SUGAR MILL DR	AEOLIAN DR	3
33465	MT OLYMPUS BLVD	SICILY DR	DS@1113N SICILY DR	3
33483	MURA CT	LOCANDA CIR W	EOP	3
18462	NATURE CREEK LN	PHILLIPS CREEK LN	MEADOW CREEK LN	3
18460	NATURE CREEK LN	PHILLIPS CREEK LN	EOP	3
23320	NATURE CREEK LN	EOP	PHILLIPS CREEK LN	3
18461	NATURE CREEK LN	MEADOW CREEK LN	PHILLIPS CREEK LN	3
140038	NEVERLAND DR	CRAB TRAP DR	STOWERS DR	3
140034	NEVERLAND DR	BLUE SHORES WAY	TORTUGA CT	3
140036	NEVERLAND DR	TRUBS TRACE	NOVA SCOTIA WAY	3
140087	NEVERLAND DR	SILAS DR	CRAB TRAP DR	3
140058	NEVERLAND DR	ARMENIA CT	CRAB TRAP DR	3
140035	NEVERLAND DR	TORTUGA CT	TRUBS TRACE	3
140043	NEVERLAND DR	CRAB TRAP DR	LADYFISH LN	3
140059	NEVERLAND DR	LADYFISH LN	ARMENIA CT	3
140088	NEVERLAND DR	CARPENTARIA DR	SILAS DR	3
140037	NEVERLAND DR	STOWERS DR	BLUE SHORES WAY	3
140079	NEVERLAND DR	EOP	CARPENTARIA DR	3
140077	NOBLE RUN	SILAS DR	CARPENTARIA DR	3
140033	NOVA SCOTIA WAY	NEVERLAND DR	GIBRALTAR BLVD	3
140031	NOVA SCOTIA WAY	GIBRALTAR BLVD	EOP	3
140032	NOVA SCOTIA WAY	EOP	NEVERLAND DR	3
140096	OCEAN GATE BLVD	EOP	SR 44	3
39559	OLIETA BLVD	CAMPANA ST	LUNA BELLA LN	3
38483	OLIETA BLVD	BACIO ST	CAMPANA ST	3
39555	OLIETA BLVD	PRATO ST	ROMDINI ST	3
39556	OLIETA BLVD	LUNA BELLA LN	PRATO ST	3
39554	OLIETA BLVD	ROMDINI ST	TESORO CIR	3
38482	OLIETA BLVD	TESORO CIR	BACIO ST	3
5402	OLIVER DR	PATRICIA DR	SR 44	3
140026	OTTER BLVD	DS@2427N JUNGLE RD	COLONY PARK RD	3
38363	OTTER BLVD	JUNGLE RD	DS@2427N JUNGLE RD	3
138363	OTTER BLVD	COLONY PARK RD	CR 4118 (PIONEER TR)	3
5428	PAIGE AV	STEWART DR	DOLORES ST	3
140008	PAIGE AV	GLENCOE RD S	DS@915E GLENCOE RD S	3
5430	PAIGE AV	HIDDEN PINES BLVD	STEWART DR	3
19349	PEGASO AV	LUNA BELLA LN	STEFANO ST	3
31161	PEGASO AV	ROCCA ST	LUNA BELLA LN	3
19345	PEGASO AV	LEONI ST	ROCCA ST	3
19348	PEGASO AV	STEFANO ST	TOSCA ST	3

23319	PHILLIPS CREEK LN	NATURE CREEK LN	WOOD CREEK LN	3
23318	PHILLIPS CREEK LN	WOOD CREEK LN	NATURE CREEK LN	3
3330	PINE ISLAND DR	DS@143E EOP	BOLTON RD	3
19340	PINI AV	LEONI ST	ROCCA ST	3
38520	PINK CORAL LN	STAR CORAL LN	WHITE CORAL LN	3
34794	PINO AV	MONTESE ST	MELETO BLVD	3
34789	PINTELLO AV	GALLIA ST	MONTESE ST	3
34788	PINTELLO AV	MONTESE ST	MELETO BLVD	3
31753	PONETA AV	LUNA BELLA LN	STEFANO ST	3
19347	PONETA AV	STEFANO ST	TOSCA ST	3
25842	PONETA AV	ROCCA ST	LUNA BELLA LN	3
29952	PONETA AV	LEONI ST	ROCCA ST	3
140065	PORTOFINO BLVD	CARYOTA CT	MELETO BLVD	3
140073	PORTOFINO BLVD	VENETIAN PALMS BLVD	AIRPORT RD N	3
140072	PORTOFINO BLVD	MELETO BLVD	VENETIAN PALMS BLVD	3
39561	PRATO ST	OLIETA BLVD	TESORO CIR	3
39557	PRATO ST	LEONARDO LN	OLIETA BLVD	3
28871	PRESTWICK DR	EOP	BROMELY CIR	3
17043	PRESTWICK DR	BROMELY CIR	CLUB HOUSE BLVD	3
24492	RED MAPLE CT	EOP	RED MAPLE WAY	3
15252	RED MAPLE WAY	CLUB HOUSE BLVD	RED MAPLE CT	3
24490	RED MAPLE WAY	RED MAPLE CT	DS@206N RED MAPLE CT	3
16892	REDLAND DR	WINEFRED AV	MAURICE AV	3
16766	REDLAND DR	MAURICE AV	US HWY 1(DIXIE FREEWAY N)	3
5994	ROBIN RD	EOP	CORBIN PARK RD	3
19338	ROCCA ST	PINI AV	CESI AV	3
19337	ROCCA ST	PONETA AV	PINI AV	3
19346	ROCCA ST	CESI AV	PEGASO AV	3
39553	ROMDINI ST	OLIETA BLVD	TESORO CIR	3
39552	ROMDINI ST	LEONARDO LN	OLIETA BLVD	3
24161	ROMEA CIR	TRESTO ST	GRANCIA AV	3
28987	ROMEA CIR	GRANCIA AV	TRESTO ST	3
34798	ROSA AV	MONTESE ST	MELETO BLVD	3
27878	SAND PINE PL	SWEET BAY AV	DS@358E SWEET BAY AV	3
140161	SAND PINE PL	DS@358E SWEET BAY AV	EOP	3
140091	SARAH NICOLE WAY	DS@307E SUGAR MILL DR	WIDGEON WAY	3
140092	SARAH NICOLE WAY	WIDGEON WAY	SARAH NICOLE WAY	3
140089	SARAH NICOLE WAY	SUGAR MILL DR	DS@307E SUGAR MILL DR	3
33461	SICILY DR	EOP	MT OLYMPUS BLVD	3
140082	SILAS DR	EOP	CARPENTARIA DR	3
140085	SILAS DR	SKY HAVEN WAY	NEVERLAND DR	3
140084	SILAS DR	NEVERLAND DR	CR 4118 (PIONEER TR)	3
140083	SILAS DR	CARPENTARIA DR	NOBLE RUN	3
140086	SILAS DR	NOBLE RUN	SKY HAVEN WAY	3
30008	SILK OAK CT	EOP	CLUB HOUSE BLVD	3

140019	SIME ST	GIBRALTAR BLVD	ARMOYAN WAY	3
140078	SKY HAVEN WAY	EOP	SILAS DR	3
17170	SLASH PINE CT	SWEET BAY AV	LIVE OAK LN	3
17179	SLASH PINE CT	LIVE OAK LN	EOP	3
37123	SNAPDRAGON DR	SNOWBELL PL	GRAPE IVY LN	3
37126	SNAPDRAGON DR	GRAPE IVY LN	DAYFLOWER COVE	3
37128	SNAPDRAGON DR	DAYFLOWER COVE	SNOWBELL PL	3
37121	SNOWBELL PL	EOP	SNAPDRAGON DR	3
36344	SOFT PINE CT	EOP	PINE SHORES CIR	3
24710	SONESTA CT	EOP	AIRPORT RD N	3
33460	SPARTA DR	AEOLIAN DR	EOP	3
30308	STAGGERBUSH PL	CLUB HOUSE BLVD	EOP	3
140160	STAR CORAL LN	WHITE CORAL LN	GIBRALTAR BLVD	3
38521	STAR CORAL LN	GIBRALTAR BLVD	PINK CORAL LN	3
38515	STAR CORAL LN	WHITE CORAL LN	EOP	3
38517	STAR CORAL LN	PINK CORAL LN	WHITE CORAL LN	3
19353	STEFANO ST	VELONA AV	PEGASO AV	3
19352	STEFANO ST	PONETA AV	VELONA AV	3
19381	STEFANO ST	LUNA BELLA LN	PONETA AV	3
19382	STEFANO ST	LUNA BELLA LN	TOSCA ST	3
5376	STEWART DR	PAIGE AV	EOP	3
140039	STOWERS DR	EOP	NEVERLAND DR	3
6011	SUGAR MILL DR	MERTZ LN	CLUB HOUSE BLVD	2
6010	SUGAR MILL DR	COPPER CREEK DR	MERTZ LN	2
6009	SUGAR MILL DR	CR 4118 (PIONEER TR)	GINGERWOOD DR	2
140177	SUGAR MILL DR	GINGERWOOD DR	COPPER CREEK DR	2
28878	SWEET BAY AV	CLUB HOUSE BLVD	SAND PINE PL	2
32654	SWEET BAY AV	DS@342E SLASH PINE CT	HOLLY HILL CT	2
29501	SWEET BAY AV	SAND PINE PL	SLASH PINE CT	2
140141	SWEET BAY AV	SLASH PINE CT	DS@342E SLASH PINE CT	2
25992	SWEET BAY AV	HOLLY HILL CT	CLUB HOUSE BLVD	2
140018	TATON TRACE	EOP	ARMOYAN WAY	3
140017	TATON TRACE	ARMOYAN WAY	EOP	3
33670	TESORO CIR	LUNA BELLA LN	DS@205E LUNA BELLA LN	3
33669	TESORO CIR	LUNA BELLA LN	DS@226W LUNA BELLA LN	3
33665	TESORO CIR	PRATO ST	DS@200W PRATO ST	3
33671	TESORO CIR	TESORO CIR	DS@216S TESORO CIR	3
33664	TESORO CIR	TORRE BLVD	LEONARDO LN	3
33658	TESORO CIR	TORRE BLVD	TORRE BLVD	3
39562	TESORO CIR	ROMDINI ST	PRATO ST	3
38484	TESORO CIR	DS@226W LUNA BELLA LN	CAMPANA ST	3
33673	TESORO CIR	DS@200W PRATO ST	LUNA BELLA LN	3
39563	TESORO CIR	OLIETA BLVD	ROMDINI ST	3
39564	TESORO CIR	LEONARDO LN	OLIETA BLVD	3
38487	TESORO CIR	CAMPANA ST	BACIO ST	3
38485	TESORO CIR	BACIO ST	OLIETA BLVD	3
38486	TESORO CIR	OLIETA BLVD	LEONARDO LN	3
17102	TIMBERLANE DR N	TIMBERLANE DR S	EOP	3
39635	TIMBERLANE DR S	COLONY PARK RD	SR 44	3
19394	TIONIA RD	EOP	CR 4093 (TURNBULL BAY RD)	3

33655	TORRE BLVD	MELETO BLVD	DS@116W MELETO BLVD	3
33660	TORRE BLVD	TESORO CIR	TESORO CIR	3
33659	TORRE BLVD	TESORO CIR	DS@826E TESORO CIR	3
33656	TORRE BLVD	DS@116W MELETO BLVD	TESORO CIR	3
140042	TORTUGA CT	EOP	NEVERLAND DR	3
36061	TOSCA ST	PEGASO AV	AIRPORT RD N	3
28309	TOSCA ST	VELONA AV	PEGASO AV	3
19341	TOSCA ST	PONETA AV	VELONA AV	3
29580	TOSCA ST	STEFANO ST	LUNA BELLA LN	3
19380	TOSCA ST	LUNA BELLA LN	PONETA AV	3
19304	TRESTO ST	CASELLO DR	ROMEA CIR	3
28397	TRESTO ST	ALLEY E OF TRESTO ST	CASELLO DR	3
140041	TRUBS TRACE	NEVERLAND DR	GIBRALTAR BLVD	3
31733	TURNBULL COVE DR	EOP	TURNBULL LAKES DR	3
31301	TURNBULL COVE DR	TURNBULL LAKES DR	EOP	3
32239	TURNBULL ESTATES DR	OSPREY COVE DR	EOP	3
28927	TURNBULL ESTATES DR	TURNBULL LAKES DR	OSPREY COVE DR	3
27400	TURNBULL ESTATES DR	CR 4093 (TURNBULL BAY RD)	TURNBULL LAKES DR	3
28552	TURNBULL LAKES DR	TURNBULL COVE DR	TURNBULL VILLAS CIR	3
32264	TURNBULL LAKES DR	EOP	TURNBULL COVE DR	3
30349	TURNBULL LAKES DR	TURNBULL VILLAS CIR	TURNBULL ESTATES DR	3
34785	TUSCANO AV	GALLIA ST	MONTESE ST	3
34783	TUSCANO AV	MONTESE ST	MELETO BLVD	3
33470	TYRE AV	MT OLYMPUS BLVD	CR 4118 (PIONEER TR)	3
19350	VELONA AV	STEFANO ST	TOSCA ST	3
19351	VELONA AV	LUNA BELLA LN	STEFANO ST	3
140069	VENETIAN PALMS BLVD	KING PALM DR	MELETO BLVD	3
140051	VENETIAN PALMS BLVD	BORASSUS DR	ARECA AV	3
140076	VENETIAN PALMS BLVD	PORTOFINO BLVD	MELETO BLVD	3
140062	VENETIAN PALMS BLVD	BORASSUS DR	KING PALM DR	3
140068	VENETIAN PALMS BLVD	MELETO BLVD	PORTOFINO BLVD	3
140050	VENETIAN PALMS BLVD	ARECA AV	BORASSUS DR	3
19294	VENETIAN VILLA CIR	EOP	VENETIAN VILLA DR	3
19295	VENETIAN VILLA DR	GRANCIA AV	DS@244E GRANCIA AV	3
24160	VENETIAN VILLA DR	LUNA BELLA LN	DS@945W LUNA BELLA LN	3
26355	VENETIAN VILLA DR	DS@945W LUNA BELLA LN	VENETIAN VILLA CIR	3
33662	VENETIAN VILLA DR	VENETIAN VILLA CIR	LUNA BELLA LN	3
5993	VICS WAY	COATES DR	MISSION DR	3
37590	VICS WAY	EOP	DS@689N EOP	3
140158	VICS WAY	DS@689N EOP	COATES DR	3
5996	WALKER DR S	BURMA RD	SR 44	3
38518	WHITE CORAL LN	STAR CORAL LN	CR 4118 (PIONEER TR)	3
38519	WHITE CORAL LN	PINK CORAL LN	STAR CORAL LN	3
38516	WHITE CORAL LN	STAR CORAL LN	PINK CORAL LN	3
140090	WIDGEON WAY	SARAH NICOLE WAY	EOP	3
23317	WOOD CREEK LN	PHILLIPS CREEK LN	GLENCOE RD S	3

Functional Class	Pavetype Code	Pavetype	Pvmnt Width (ft)	Pvmnt Length (ft)	Pvmnt Area (yd2)	Structural Index (SI)	Pvmnt Condition Index (PCI)	Est. PCI 6 Years
LOCAL STREET	1	Asphalt	29	1,013	3,426	60	**90**	**82**
LOCAL STREET	1	Asphalt	24	912	2,552	60	**91**	**83**
LOCAL STREET	1	Asphalt	24	928	2,599	60	**93**	**85**
LOCAL STREET	1	Asphalt	24	174	488	60	**93**	**85**
ALLEY	1	Asphalt	12	542	759	30	**74**	**66**
ALLEY	1	Asphalt	12	383	536	30	**76**	**68**
ALLEY	1	Asphalt	13	350	530	60	**82**	**74**
ALLEY	1	Asphalt	11	489	628	60	**100**	**92**
ALLEY	1	Asphalt	19	147	326	60	**100**	**92**
ALLEY	1	Asphalt	13	625	948	60	**71**	**63**
ALLEY	1	Asphalt	12	640	896	60	**100**	**92**
ALLEY	1	Asphalt	19	364	807	60	**80**	**72**
ALLEY	1	Asphalt	10	344	401	60	**100**	**92**
ALLEY	1	Asphalt	14	326	533	60	**100**	**92**
ALLEY	1	Asphalt	13	372	564	60	**78**	**70**
ALLEY	1	Asphalt	12	325	455	60	**84**	**76**
ALLEY	1	Asphalt	11	373	479	60	**68**	**60**
ALLEY	1	Asphalt	12	327	458	60	**77**	**69**
ALLEY	1	Asphalt	13	326	495	60	**100**	**92**
ALLEY	1	Asphalt	15	373	652	60	**71**	**63**
ALLEY	1	Asphalt	12	327	457	60	**100**	**92**
ALLEY	1	Asphalt	11	406	521	60	**70**	**62**
ALLEY	1	Asphalt	13	522	791	60	**71**	**63**
ALLEY	1	Asphalt	11	327	420	60	**100**	**92**
ALLEY	1	Asphalt	12	326	456	30	**71**	**63**
ALLEY	1	Asphalt	12	372	521	60	**86**	**78**
ALLEY	1	Asphalt	14	406	664	60	**81**	**73**
ALLEY	1	Asphalt	12	609	852	60	**100**	**92**
ALLEY	1	Asphalt	12	310	435	60	**100**	**92**
ALLEY	1	Asphalt	13	326	495	60	**100**	**92**
ALLEY	1	Asphalt	13	636	965	60	**83**	**75**
ALLEY	1	Asphalt	12	926	1,297	60	**92**	**84**
ALLEY	1	Asphalt	12	718	1,005	60	**93**	**85**
LOCAL STREET	1	Asphalt	19	688	1,525	60	**86**	**78**
LOCAL STREET	1	Asphalt	20	743	1,735	60	**90**	**82**
LOCAL STREET	1	Asphalt	19	188	417	60	**84**	**76**
LOCAL STREET	1	Asphalt	20	695	1,623	60	**86**	**78**
LOCAL STREET	1	Asphalt	20	749	1,748	60	**89**	**81**
LOCAL STREET	1	Asphalt	20	893	2,084	60	**90**	**82**
LOCAL STREET	1	Asphalt	24	223	0	60	**80**	**72**
LOCAL STREET	1	Asphalt	39	297	1,352	60	**95**	**87**
LOCAL STREET	1	Asphalt	19	264	584	60	**85**	**77**
LOCAL STREET	1	Asphalt	25	381	1,111	60	**94**	**86**
LOCAL STREET	1	Asphalt	25	422	1,232	60	**96**	**88**
LOCAL STREET	1	Asphalt	23	458	1,229	60	**100**	**92**

LOCAL STREET	1	Asphalt	23	390	0	60	**68**	**60**
LOCAL STREET	1	Asphalt	22	1,898	4,872	60	**80**	**72**
LOCAL STREET	1	Asphalt	20	618	1,442	60	**84**	**76**
LOCAL STREET	1	Asphalt	21	761	1,864	60	**84**	**76**
LOCAL STREET	1	Asphalt	20	382	892	60	**86**	**78**
LOCAL STREET	1	Asphalt	21	520	1,273	30	**61**	**53**
LOCAL STREET	1	Asphalt	20	917	2,139	60	**89**	**81**
LOCAL STREET	1	Asphalt	21	420	1,028	60	**91**	**83**
LOCAL STREET	1	Asphalt	19	1,375	3,049	60	**92**	**84**
LOCAL STREET	1	Asphalt	23	694	1,861	60	**95**	**87**
LOCAL STREET	1	Asphalt	23	1,046	0	60	**53**	**45**
LOCAL STREET	1	Asphalt	37	230	0	60	**100**	**92**
LOCAL STREET	1	Asphalt	22	453	0	60	**62**	**54**
LOCAL STREET	1	Asphalt	26	424	1,287	60	**91**	**83**
LOCAL STREET	1	Asphalt	26	553	1,677	60	**94**	**86**
LOCAL STREET	1	Asphalt	37	251	1,082	60	**86**	**78**
LOCAL STREET	1	Asphalt	40	207	964	60	**90**	**82**
LOCAL STREET	1	Asphalt	20	1,445	3,373	60	**86**	**78**
LOCAL STREET	1	Asphalt	19	504	1,116	60	**90**	**82**
LOCAL STREET	1	Asphalt	38	383	1,697	60	**92**	**84**
LOCAL STREET	1	Asphalt	21	648	1,587	60	**89**	**81**
LOCAL STREET	1	Asphalt	20	481	1,122	60	**89**	**81**
LOCAL STREET	1	Asphalt	22	1,355	3,478	60	**93**	**85**
LOCAL STREET	1	Asphalt	21	744	1,823	60	**95**	**87**
LOCAL STREET	1	Asphalt	30	487	1,703	60	**86**	**78**
LOCAL STREET	1	Asphalt	32	1,633	6,097	60	**90**	**82**
LOCAL STREET	1	Asphalt	30	411	1,438	60	**90**	**82**
LOCAL STREET	1	Asphalt	31	743	2,689	60	**66**	**58**
LOCAL STREET	1	Asphalt	30	331	1,158	60	**80**	**72**
LOCAL STREET	1	Asphalt	31	155	562	60	**83**	**75**
LOCAL STREET	1	Asphalt	25	1,052	3,068	60	**88**	**80**
LOCAL STREET	1	Asphalt	25	868	2,532	60	**92**	**84**
LOCAL STREET	1	Asphalt	36	204	1,025	#NAME?	**72**	**64**
LOCAL STREET	1	Asphalt	26	328	995	60	**85**	**77**
LOCAL STREET	1	Asphalt	24	553	1,547	60	**94**	**86**
LOCAL STREET	1	Asphalt	23	266	0	60	**100**	**92**
URBAN COLLECTOR	1	Asphalt	34	718	0	60	**52**	**44**
URBAN COLLECTOR	1	Asphalt	20	360	0	60	**53**	**45**
URBAN COLLECTOR	1	Asphalt	33	207	0	60	**54**	**46**
URBAN COLLECTOR	1	Asphalt	34	787	0	60	**54**	**46**
URBAN COLLECTOR	1	Asphalt	34	435	0	60	**54**	**46**
URBAN COLLECTOR	1	Asphalt	34	366	0	60	**55**	**47**
URBAN COLLECTOR	1	Asphalt	22	1,229	0	60	**55**	**47**
URBAN COLLECTOR	1	Asphalt	34	391	0	60	**56**	**48**
URBAN COLLECTOR	1	Asphalt	20	1,462	0	60	**59**	**51**
URBAN COLLECTOR	1	Asphalt	20	407	0	60	**59**	**51**
URBAN COLLECTOR	1	Asphalt	34	340	0	60	**61**	**53**
URBAN COLLECTOR	1	Asphalt	34	569	0	60	**61**	**53**
URBAN COLLECTOR	1	Asphalt	34	248	0	60	**62**	**54**
URBAN COLLECTOR	1	Asphalt	34	320	1,516	#NAME?	**67**	**59**
URBAN COLLECTOR	1	Asphalt	34	1,326	0	60	**67**	**59**

URBAN COLLECTOR	1	Asphalt	20	775	0	60	**69**	**61**
URBAN COLLECTOR	1	Asphalt	34	1,164	5,511	#NAME?	**72**	**64**
URBAN COLLECTOR	1	Asphalt	21	533	0	60	**81**	**73**
URBAN COLLECTOR	1	Asphalt	21	351	0	60	**86**	**78**
URBAN COLLECTOR	1	Asphalt	21	473	0	60	**87**	**79**
URBAN COLLECTOR	1	Asphalt	21	766	0	60	**87**	**79**
URBAN COLLECTOR	1	Asphalt	30	1,066	0	60	**100**	**92**
URBAN COLLECTOR	1	Asphalt	34	679	0	60	**100**	**92**
URBAN COLLECTOR	1	Asphalt	34	545	0	60	**100**	**92**
URBAN COLLECTOR	1	Asphalt	34	385	0	60	**100**	**92**
LOCAL STREET	1	Asphalt	21	388	950	60	**55**	**47**
LOCAL STREET	1	Asphalt	43	432	0	60	**57**	**49**
LOCAL STREET	1	Asphalt	28	3,254	12,693	60	**95**	**87**
LOCAL STREET	1	Asphalt	32	268	1,002	60	**81**	**73**
LOCAL STREET	1	Asphalt	18	229	481	60	**86**	**78**
LOCAL STREET	1	Asphalt	17	318	632	60	**89**	**81**
LOCAL STREET	1	Asphalt	29	453	1,532	60	**89**	**81**
LOCAL STREET	1	Asphalt	18	266	558	60	**93**	**85**
LOCAL STREET	1	Asphalt	21	246	604	60	**96**	**88**
LOCAL STREET	1	Asphalt	20	142	332	60	**98**	**90**
LOCAL STREET	1	Asphalt	17	1,313	2,604	60	**90**	**82**
LOCAL STREET	1	Asphalt	21	983	2,408	60	**91**	**83**
LOCAL STREET	1	Asphalt	20	2,502	6,970	60	**91**	**83**
LOCAL STREET	1	Asphalt	45	50	0	60	**99**	**91**
LOCAL STREET	1	Asphalt	22	308	0	60	**59**	**51**
LOCAL STREET	1	Asphalt	40	194	0	60	**91**	**83**
LOCAL STREET	1	Asphalt	24	444	1,245	60	**95**	**87**
LOCAL STREET	1	Asphalt	32	504	0	60	**79**	**71**
LOCAL STREET	1	Asphalt	25	309	900	30	**75**	**67**
LOCAL STREET	1	Asphalt	25	659	1,922	60	**87**	**79**
LOCAL STREET	1	Asphalt	25	313	914	60	**90**	**82**
LOCAL STREET	1	Asphalt	25	309	902	60	**90**	**82**
LOCAL STREET	1	Asphalt	25	344	1,003	60	**96**	**88**
LOCAL STREET	1	Asphalt	35	248	1,012	60	**76**	**68**
LOCAL STREET	1	Asphalt	23	826	2,216	60	**78**	**70**
LOCAL STREET	1	Asphalt	25	469	1,368	60	**83**	**75**
LOCAL STREET	1	Asphalt	22	632	1,622	60	**83**	**75**
LOCAL STREET	1	Asphalt	22	140	0	60	**84**	**76**
LOCAL STREET	1	Asphalt	26	1,110	3,368	60	**86**	**78**
LOCAL STREET	1	Asphalt	25	267	778	60	**87**	**79**
LOCAL STREET	1	Asphalt	25	501	1,461	60	**89**	**81**
LOCAL STREET	1	Asphalt	24	806	2,256	60	**89**	**81**
LOCAL STREET	1	Asphalt	25	546	1,593	60	**91**	**83**
LOCAL STREET	1	Asphalt	23	784	2,103	60	**92**	**84**
URBAN COLLECTOR	1	Asphalt	20	603	1,680	60	**100**	**92**
URBAN COLLECTOR	1	Asphalt	31	474	1,713	60	**57**	**49**
URBAN COLLECTOR	1	Asphalt	38	257	1,138	60	**61**	**53**
URBAN COLLECTOR	1	Asphalt	49	389	2,225	80	**69**	**61**
URBAN COLLECTOR	1	Asphalt	24	1,738	4,866	60	**85**	**77**
LOCAL STREET	1	Asphalt	24	244	816	60	**85**	**77**

LOCAL STREET	1	Asphalt	35	436	2,125	60	**86**	**78**
LOCAL STREET	1	Asphalt	28	324	1,057	60	**82**	**74**
LOCAL STREET	1	Asphalt	24	953	0	60	**81**	**73**
LOCAL STREET	1	Asphalt	29	636	0	60	**82**	**74**
LOCAL STREET	1	Asphalt	24	672	0	60	**86**	**78**
LOCAL STREET	1	Asphalt	35	325	0	60	**89**	**81**
LOCAL STREET	1	Asphalt	28	296	967	60	**88**	**80**
LOCAL STREET	1	Asphalt	20	1,557	3,632	30	**54**	**46**
LOCAL STREET	1	Asphalt	23	226	607	60	**57**	**49**
LOCAL STREET	1	Asphalt	25	161	470	60	**100**	**92**
LOCAL STREET	1	Asphalt	24	141	394	60	**100**	**92**
LOCAL STREET	1	Asphalt	40	754	3,517	60	**100**	**92**
LOCAL STREET	1	Asphalt	24	397	1,111	60	**100**	**92**
LOCAL STREET	1	Asphalt	21	351	0	60	**52**	**44**
LOCAL STREET	1	Asphalt	51.00222892	56	0	60	**66**	**58**
LOCAL STREET	1	Asphalt	30	266	1,113	60	**100**	**92**
LOCAL STREET	1	Asphalt	20	532	1,241	60	**60**	**52**
LOCAL STREET	1	Asphalt	35	272	1,111	60	**100**	**92**
LOCAL STREET	1	Asphalt	23	1,030	2,763	30	**78**	**70**
LOCAL STREET	1	Asphalt	21	524	1,283	60	**88**	**80**
LOCAL STREET	1	Asphalt	20	767	1,789	60	**85**	**77**
LOCAL STREET	1	Asphalt	31	477	1,725	60	**82**	**74**
LOCAL STREET	1	Asphalt	28	185	605	60	**84**	**76**
LOCAL STREET	1	Asphalt	28	409	1,337	60	**90**	**82**
LOCAL STREET	1	Asphalt	28	309	1,010	60	**92**	**84**
LOCAL STREET	1	Asphalt	28	322	1,053	60	**93**	**85**
LOCAL STREET	1	Asphalt	28	315	1,029	60	**97**	**89**
LOCAL STREET	1	Asphalt	28	312	1,018	60	**98**	**90**
LOCAL STREET	1	Asphalt	28	412	1,347	60	**99**	**91**
LOCAL STREET	1	Asphalt	26	314	952	60	**89**	**81**
LOCAL STREET	1	Asphalt	26	312	947	60	**90**	**82**
LOCAL STREET	1	Asphalt	26	313	949	60	**91**	**83**
LOCAL STREET	1	Asphalt	27	436	1,374	60	**93**	**85**
LOCAL STREET	1	Asphalt	28	640	2,089	60	**94**	**86**
LOCAL STREET	1	Asphalt	29	44	177	#NAME?	**75**	**67**
LOCAL STREET	1	Asphalt	29	271	1,094	60	**100**	**92**
LOCAL STREET	1	Asphalt	21	602	0	60	**58**	**50**
LOCAL STREET	1	Asphalt	21	318	0	60	**100**	**92**
LOCAL STREET	1	Asphalt	26	1,105	3,353	60	**89**	**81**
LOCAL STREET	1	Asphalt	25	962	2,807	60	**88**	**80**
LOCAL STREET	1	Asphalt	25	683	1,991	60	**88**	**80**
LOCAL STREET	1	Asphalt	34	404	1,602	60	**77**	**69**
LOCAL STREET	1	Asphalt	38	26	113	60	**78**	**70**
LOCAL STREET	1	Asphalt	38	535	2,372	60	**83**	**75**
LOCAL STREET	1	Asphalt	30	282	987	60	**83**	**75**
LOCAL STREET	1	Asphalt	25	395	1,152	60	**84**	**76**
LOCAL STREET	1	Asphalt	28	693	2,264	60	**86**	**78**
LOCAL STREET	1	Asphalt	30	436	1,525	60	**88**	**80**
LOCAL STREET	1	Asphalt	30	313	1,096	60	**88**	**80**
LOCAL STREET	1	Asphalt	30	514	1,799	60	**89**	**81**

LOCAL STREET	1	Asphalt	30	290	1,017	60	**89**	**81**
LOCAL STREET	1	Asphalt	30	314	1,099	60	**89**	**81**
LOCAL STREET	1	Asphalt	29	421	1,426	60	**90**	**82**
LOCAL STREET	1	Asphalt	30	446	1,563	60	**91**	**83**
LOCAL STREET	1	Asphalt	29	1,033	3,495	60	**91**	**83**
LOCAL STREET	1	Asphalt	30	490	1,714	60	**91**	**83**
LOCAL STREET	1	Asphalt	30	603	2,111	60	**92**	**84**
LOCAL STREET	1	Asphalt	20	292	0	60	**55**	**47**
LOCAL STREET	1	Asphalt	35	324	1,323	60	**94**	**86**
LOCAL STREET	1	Asphalt	25	1,537	4,482	60	**93**	**85**
LOCAL STREET	1	Asphalt	25	950	2,772	60	**95**	**87**
LOCAL STREET	1	Asphalt	35	324	1,322	60	**93**	**85**
LOCAL STREET	1	Asphalt	48.28573248	126	707	80	**68**	**60**
LOCAL STREET	1	Asphalt	25	206	601	60	**76**	**68**
LOCAL STREET	1	Asphalt	25	515	1,502	60	**91**	**83**
LOCAL STREET	1	Asphalt	23	444	1,192	60	**94**	**86**
LOCAL STREET	1	Asphalt	25	1,227	3,578	60	**95**	**87**
LOCAL STREET	1	Asphalt	25	612	1,785	60	**96**	**88**
LOCAL STREET	1	Asphalt	24	197	551	60	**89**	**81**
LOCAL STREET	1	Asphalt	25	325	948	60	**92**	**84**
LOCAL STREET	1	Asphalt	25	372	1,084	60	**96**	**88**
LOCAL STREET	1	Asphalt	35	223	912	60	**89**	**81**
LOCAL STREET	1	Asphalt	31	373	1,349	30	**63**	**55**
LOCAL STREET	1	Asphalt	31	328	1,187	60	**80**	**72**
LOCAL STREET	1	Asphalt	23	629	1,687	60	**91**	**83**
LOCAL STREET	1	Asphalt	23	196	527	60	**93**	**85**
LOCAL STREET	1	Asphalt	33	309	1,189	30	**67**	**59**
LOCAL STREET	1	Asphalt	34	310	1,229	30	**68**	**60**
LOCAL STREET	1	Asphalt	34	251	997	60	**73**	**65**
LOCAL STREET	1	Asphalt	34	308	1,221	60	**80**	**72**
LOCAL STREET	1	Asphalt	33	309	1,190	60	**81**	**73**
LOCAL STREET	1	Asphalt	33	440	1,694	60	**83**	**75**
LOCAL STREET	1	Asphalt	34	56	222	60	**85**	**77**
LOCAL STREET	1	Asphalt	33	194	746	60	**86**	**78**
LOCAL STREET	1	Asphalt	19	601	1,333	60	**86**	**78**
LOCAL STREET	1	Asphalt	33	312	1,203	60	**86**	**78**
LOCAL STREET	1	Asphalt	20	1,091	2,545	60	**86**	**78**
LOCAL STREET	1	Asphalt	18	1,142	2,399	60	**92**	**84**
LOCAL STREET	1	Asphalt	33	308	1,185	60	**92**	**84**
LOCAL STREET	1	Asphalt	33	273	1,050	60	**92**	**84**
LOCAL STREET	1	Asphalt	33	310	1,193	60	**97**	**89**
LOCAL STREET	1	Asphalt	42	169	830	60	**79**	**71**
LOCAL STREET	1	Asphalt	23	1,032	2,768	60	**91**	**83**
LOCAL STREET	1	Asphalt	23	2,145	5,755	60	**92**	**84**
LOCAL STREET	1	Asphalt	23	179	481	60	**89**	**81**
LOCAL STREET	1	Asphalt	23	583	1,564	60	**92**	**84**
LOCAL STREET	1	Asphalt	30	1,781	6,233	60	**93**	**85**
LOCAL STREET	1	Asphalt	26	614	1,861	60	**50**	**42**
LOCAL STREET	1	Asphalt	26	309	939	60	**75**	**67**

LOCAL STREET	1	Asphalt	26	309	939	60	**77**	**69**
LOCAL STREET	1	Asphalt	26	308	936	60	**84**	**76**
LOCAL STREET	1	Asphalt	25	306	893	60	**86**	**78**
LOCAL STREET	1	Asphalt	25	311	906	60	**88**	**80**
LOCAL STREET	1	Asphalt	26	310	940	60	**90**	**82**
LOCAL STREET	1	Asphalt	25	313	913	60	**90**	**82**
LOCAL STREET	1	Asphalt	46	235	1,261	80	**74**	**66**
LOCAL STREET	1	Asphalt	26	172	522	60	**81**	**73**
LOCAL STREET	1	Asphalt	27	660	2,078	60	**85**	**77**
LOCAL STREET	1	Asphalt	44	148	760	60	**87**	**79**
LOCAL STREET	1	Asphalt	49	333	1,903	60	**88**	**80**
LOCAL STREET	1	Asphalt	29	1,261	4,266	60	**89**	**81**
LOCAL STREET	1	Asphalt	27	669	2,108	60	**90**	**82**
LOCAL STREET	1	Asphalt	20	593	1,383	60	**80**	**72**
LOCAL STREET	1	Asphalt	21	134	329	60	**83**	**75**
LOCAL STREET	1	Asphalt	32	260	971	60	**85**	**77**
LOCAL STREET	1	Asphalt	21	267	654	60	**89**	**81**
LOCAL STREET	1	Asphalt	19	814	1,804	60	**74**	**66**
LOCAL STREET	1	Asphalt	20	591	1,379	60	**86**	**78**
LOCAL STREET	1	Asphalt	19	1,159	2,570	60	**87**	**79**
LOCAL STREET	1	Asphalt	19	1,904	4,220	60	**88**	**80**
LOCAL STREET	1	Asphalt	20	829	1,934	60	**88**	**80**
LOCAL STREET	1	Asphalt	21	404	989	60	**88**	**80**
LOCAL STREET	1	Asphalt	20	1,010	2,356	60	**88**	**80**
LOCAL STREET	1	Asphalt	21	358	877	60	**88**	**80**
LOCAL STREET	1	Asphalt	19	763	1,691	60	**89**	**81**
LOCAL STREET	1	Asphalt	20	870	2,029	60	**90**	**82**
LOCAL STREET	1	Asphalt	18	588	1,234	60	**91**	**83**
LOCAL STREET	1	Asphalt	19	670	1,485	60	**87**	**79**
LOCAL STREET	1	Asphalt	18	821	1,724	60	**85**	**77**
LOCAL STREET	1	Asphalt	19	245	544	60	**86**	**78**
LOCAL STREET	1	Asphalt	20	305	712	60	**87**	**79**
LOCAL STREET	1	Asphalt	55	464	2,975	80	**71**	**63**
LOCAL STREET	1	Asphalt	25	313	913	60	**87**	**79**
LOCAL STREET	1	Asphalt	25	223	651	60	**89**	**81**
LOCAL STREET	1	Asphalt	25	318	928	60	**90**	**82**
LOCAL STREET	1	Asphalt	25	309	900	60	**91**	**83**
LOCAL STREET	1	Asphalt	25	314	917	60	**91**	**83**
LOCAL STREET	1	Asphalt	25	324	944	60	**93**	**85**
LOCAL STREET	1	Asphalt	32	538	2,008	60	**46**	**38**
LOCAL STREET	1	Asphalt	20	957	0	60	**54**	12/9/2023
LOCAL STREET	1	Asphalt	21	3,403	0	60	**85**	12/9/2023
LOCAL STREET	1	Asphalt	20	619	1,724	60	**93**	12/9/2023
LOCAL STREET	1	Asphalt	17	711	1,410	60	**51**	**43**
LOCAL STREET	1	Asphalt	18	915	1,921	60	**61**	**53**
LOCAL STREET	1	Asphalt	21	276	675	60	**63**	**55**
LOCAL STREET	1	Asphalt	26	407	1,236	60	**84**	**76**
LOCAL STREET	1	Asphalt	27	666	2,099	60	**90**	**82**
LOCAL STREET	1	Asphalt	26	552	1,675	60	**90**	**82**
LOCAL STREET	1	Asphalt	26	653	1,981	60	**94**	**86**

LOCAL STREET	1	Asphalt	20	1,025	2,391	60	**74**	**66**
LOCAL STREET	1	Asphalt	20	683	1,594	60	**91**	**83**
LOCAL STREET	1	Asphalt	14	41	67	80	**19**	**11**
LOCAL STREET	1	Asphalt	25	552	1,611	60	**91**	**83**
LOCAL STREET	1	Asphalt	20	1,286	0	60	**90**	**82**
LOCAL STREET	1	Asphalt	24	324	908	60	**89**	**81**
LOCAL STREET	1	Asphalt	25	373	1,088	60	**88**	**80**
LOCAL STREET	1	Asphalt	25	326	951	60	**89**	**81**
LOCAL STREET	1	Asphalt	25	407	1,187	60	**89**	**81**
LOCAL STREET	1	Asphalt	25	480	1,399	60	**89**	**81**
LOCAL STREET	1	Asphalt	26	656	1,989	60	**89**	**81**
LOCAL STREET	1	Asphalt	25	550	1,603	60	**94**	**86**
LOCAL STREET	1	Asphalt	21	351	859	60	**88**	**80**
LOCAL STREET	1	Asphalt	24	1,022	2,862	60	**89**	**81**
LOCAL STREET	1	Asphalt	20	653	1,523	60	**90**	**82**
LOCAL STREET	1	Asphalt	25	565	1,647	60	**92**	**84**
LOCAL STREET	1	Asphalt	25	419	1,221	60	**98**	**90**
LOCAL STREET	1	Asphalt	33	320	0	60	**100**	**92**
LOCAL STREET	1	Asphalt	21	495	0	60	**100**	**92**
LOCAL STREET	1	Asphalt	20	397	1,106	60	**100**	12/9/2023
LOCAL STREET	1	Asphalt	21	468	1,369	60	**100**	12/9/2023
LOCAL STREET	1	Asphalt	23	206	0	60	**100**	12/9/2023
LOCAL STREET	1	Asphalt	18	259	0	60	**100**	12/8/2023
LOCAL STREET	1	Asphalt	18	312	0	60	**100**	12/8/2023
LOCAL STREET	1	Asphalt	20	635	1,482	60	**45**	**37**
LOCAL STREET	1	Asphalt	25	312	910	60	**90**	**82**
LOCAL STREET	1	Asphalt	26	314	953	60	**92**	**84**
LOCAL STREET	1	Asphalt	25	314	915	60	**92**	**84**
LOCAL STREET	1	Asphalt	24	392	1,097	60	**90**	**82**
LOCAL STREET	1	Asphalt	24	416	1,164	60	**97**	**89**
LOCAL STREET	1	Asphalt	29	1,443	4,882	60	**92**	**84**
LOCAL STREET	1	Asphalt	29	489	1,654	60	**92**	**84**
LOCAL STREET	1	Asphalt	26	327	991	60	**73**	**65**
LOCAL STREET	1	Asphalt	21	581	0	60	**54**	**46**
LOCAL STREET	1	Asphalt	20	111	0	60	**100**	**92**
LOCAL STREET	1	Asphalt	23	1,332	3,574	60	**86**	**78**
LOCAL STREET	1	Asphalt	22	1,509	3,872	60	**89**	**81**
LOCAL STREET	1	Asphalt	50	307	1,792	60	**92**	**84**
LOCAL STREET	1	Asphalt	38	386	1,711	60	**84**	**76**
LOCAL STREET	1	Asphalt	20	269	628	60	**79**	**71**
LOCAL STREET	1	Asphalt	18	310	650	60	**82**	**74**
LOCAL STREET	1	Asphalt	35	245	1,001	60	**85**	**77**
LOCAL STREET	1	Asphalt	20	466	1,087	60	**86**	**78**
LOCAL STREET	1	Asphalt	19	556	1,232	60	**88**	**80**
LOCAL STREET	1	Asphalt	24	620	2,072	#NAME?	**74**	**66**

LOCAL STREET	1	Asphalt	20	752	1,754	60	**86**	**78**
LOCAL STREET	1	Asphalt	22	542	1,390	60	**78**	**70**
LOCAL STREET	1	Asphalt	23	265	0	60	**54**	**46**
LOCAL STREET	1	Asphalt	22	390	0	60	**89**	**81**
LOCAL STREET	1	Asphalt	24	586	0	60	**84**	**76**
LOCAL STREET	1	Asphalt	24	444	0	60	**86**	**78**
LOCAL STREET	1	Asphalt	24	529	1,769	60	**86**	**78**
LOCAL STREET	1	Asphalt	40	200	0	60	**84**	**76**
LOCAL STREET	1	Asphalt	35	172	0	60	**78**	**70**
LOCAL STREET	1	Asphalt	26	1,155	3,502	60	**85**	**77**
LOCAL STREET	1	Asphalt	40	290	1,352	60	**92**	**84**
LOCAL STREET	1	Asphalt	22	695	2,131	#NAME?	**72**	**64**
LOCAL STREET	1	Asphalt	20	942	0	60	**84**	**76**
LOCAL STREET	1	Asphalt	20	1,820	0	60	**88**	**80**
LOCAL STREET	1	Asphalt	20	130	0	60	**91**	**83**
LOCAL STREET	1	Asphalt	20	805	2,243	60	**94**	**86**
LOCAL STREET	1	Asphalt	25	314	916	60	**85**	**77**
LOCAL STREET	1	Asphalt	25	313	912	60	**87**	**79**
LOCAL STREET	1	Asphalt	25	312	911	60	**90**	**82**
LOCAL STREET	1	Asphalt	26	621	1,883	60	**92**	**84**
LOCAL STREET	1	Asphalt	18	369	774	60	**100**	**92**
LOCAL STREET	1	Asphalt	21	1,007	2,467	60	**88**	**80**
URBAN COLLECTOR	1	Asphalt	24	125	0	60	**60**	**52**
URBAN COLLECTOR	1	Asphalt	22	1,664	0	60	**60**	**52**
URBAN COLLECTOR	1	Asphalt	27	1,019	0	60	**90**	**82**
URBAN COLLECTOR	1	Asphalt	19	338	0	60	**90**	**82**
URBAN COLLECTOR	1	Asphalt	24	1,748	5,843	60	**86**	**78**
URBAN COLLECTOR	1	Asphalt	23	754	0	60	**100**	**92**
URBAN COLLECTOR	1	Asphalt	24	690	0	60	**100**	**92**
URBAN COLLECTOR	1	Asphalt	26	342	0	60	**100**	**92**
URBAN COLLECTOR	1	Asphalt	20	635	0	60	**100**	**92**
LOCAL STREET	1	Asphalt	18	587	1,232	60	**88**	**80**
LOCAL STREET	1	Asphalt	21	439	1,075	60	**88**	**80**
LOCAL STREET	1	Asphalt	29	205	692	60	**57**	**49**
LOCAL STREET	1	Asphalt	29	226	766	60	**63**	**55**
LOCAL STREET	1	Asphalt	25	200	584	60	**69**	**61**
LOCAL STREET	1	Asphalt	28	216	705	60	**78**	**70**
LOCAL STREET	1	Asphalt	25	399	1,164	60	**78**	**70**
LOCAL STREET	1	Asphalt	25	310	904	60	**82**	**74**
LOCAL STREET	1	Asphalt	25	354	1,033	60	**82**	**74**
LOCAL STREET	1	Asphalt	25	217	631	60	**83**	**75**
LOCAL STREET	1	Asphalt	28	226	739	60	**85**	**77**
LOCAL STREET	1	Asphalt	25	484	1,412	60	**85**	**77**
LOCAL STREET	1	Asphalt	25	446	1,302	60	**89**	**81**
LOCAL STREET	1	Asphalt	25	372	1,084	60	**95**	**87**
LOCAL STREET	1	Asphalt	25	487	1,420	60	**96**	**88**
LOCAL STREET	1	Asphalt	25	431	1,256	60	**98**	**90**
LOCAL STREET	1	Asphalt	22	1,184	0	60	**62**	**54**
LOCAL STREET	1	Asphalt	21	494	1,209	60	**100**	**92**
LOCAL STREET	1	Asphalt	20	2,111	5,882	60	**92**	**84**

LOCAL STREET	1	Asphalt	34	116	459	60	**78**	**70**
LOCAL STREET	1	Asphalt	26	1,033	3,135	60	**82**	**74**
LOCAL STREET	1	Asphalt	26	826	2,504	60	**85**	**77**
LOCAL STREET	1	Asphalt	26	543	1,648	60	**90**	**82**
LOCAL STREET	1	Asphalt	18	340	713	60	**89**	**81**
LOCAL STREET	1	Asphalt	32	229	857	60	**73**	**65**
LOCAL STREET	1	Asphalt	27	323	1,017	60	**85**	**77**
LOCAL STREET	1	Asphalt	27	326	1,026	60	**86**	**78**
LOCAL STREET	1	Asphalt	27	308	969	60	**88**	**80**
LOCAL STREET	1	Asphalt	27	325	1,023	60	**89**	**81**
LOCAL STREET	1	Asphalt	28	235	769	60	**84**	**76**
LOCAL STREET	1	Asphalt	25	858	2,502	60	**89**	**81**
LOCAL STREET	1	Asphalt	20	773	1,803	60	**92**	**84**
LOCAL STREET	1	Asphalt	28	640	0	60	**86**	**78**
LOCAL STREET	1	Asphalt	24	1,266	0	60	**97**	**89**
LOCAL STREET	1	Asphalt	27	1,943	0	60	**92**	**84**
LOCAL STREET	1	Asphalt	26	2,365	0	60	**100**	**92**
LOCAL STREET	1	Asphalt	26	1,686	0	60	**100**	**92**
LOCAL STREET	1	Asphalt	26	1,863	0	60	**52**	**44**
LOCAL STREET	1	Asphalt	24	2,080	0	60	**85**	**77**
LOCAL STREET	1	Asphalt	26	388	0	60	**87**	**79**
LOCAL STREET	1	Asphalt	24	373	1,043	60	**88**	**80**
LOCAL STREET	1	Asphalt	24	327	915	60	**90**	**82**
LOCAL STREET	1	Asphalt	25	699	2,039	60	**88**	**80**
LOCAL STREET	1	Asphalt	25	567	1,653	60	**87**	**79**
LOCAL STREET	1	Asphalt	25	405	1,181	60	**88**	**80**
LOCAL STREET	1	Asphalt	25	512	1,493	60	**87**	**79**
LOCAL STREET	1	Asphalt	23	702	1,884	60	**90**	**82**
LOCAL STREET	1	Asphalt	19	1,491	3,305	60	**91**	**83**
LOCAL STREET	1	Asphalt	26	450	1,364	60	**91**	**83**
LOCAL STREET	1	Asphalt	23	1,280	3,433	60	**92**	**84**
LOCAL STREET	1	Asphalt	25	701	2,043	60	**94**	**86**
LOCAL STREET	1	Asphalt	42	185	905	60	**88**	**80**
LOCAL STREET	1	Asphalt	25	243	708	60	**90**	**82**
LOCAL STREET	1	Asphalt	25	945	2,757	60	**90**	**82**
LOCAL STREET	1	Asphalt	25	618	1,802	60	**91**	**83**
LOCAL STREET	1	Asphalt	25	868	2,533	60	**95**	**87**
LOCAL STREET	1	Asphalt	31	378	1,368	60	**72**	**64**
LOCAL STREET	1	Asphalt	24	984	2,755	30	**77**	**69**
LOCAL STREET	1	Asphalt	20	281	657	60	**82**	**74**
LOCAL STREET	1	Asphalt	19	1,172	2,598	60	**57**	**49**
LOCAL STREET	1	Asphalt	20	1,392	0	60	**89**	12/9/2023
LOCAL STREET	1	Asphalt	20	226	0	60	**89**	12/9/2023
LOCAL STREET	1	Asphalt	20	1,321	0	60	**89**	12/9/2023
LOCAL STREET	1	Asphalt	19	173	384	60	**70**	**62**
LOCAL STREET	1	Asphalt	28	180	587	80	**71**	**63**

THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER THE APPROVAL OF THE APPOINTMENT OF BRIAN ASHLEY, ZONE 4 COMMISSIONER, AS THE CITY OF NEW SMYRNA BEACH REPRESENTATIVE TO THE OPIOID ABATEMENT FUNDING ADVISORY BOARD.

January 13, 2026

Background:

As a result of the national opioid crisis, governmental entities across the United States initiated litigation against opioid manufacturers, distributors, and retailers to address the impacts of opioid misuse and to recover funding for abatement efforts. Through negotiated settlements, the State of Florida is anticipated to receive opioid settlement funds distributed over multiple years and has entered into agreements with local governments regarding the allocation and use of those funds.

Pursuant to the State agreement, Volusia County is designated as the recipient of regional opioid abatement funds on behalf of the County and eligible municipalities within the region, subject to established guidelines governing allowable uses of the funds to address opioid-related harms.

Through an interlocal agreement between Volusia County and thirteen eligible participating municipalities (attached), the Volusia County Opioid Abatement Funding Advisory Board was established. The Advisory Board is comprised of appointed representatives from each participating government entity and is responsible for reviewing the County's Opioid Abatement Plan and making funding award recommendations to the Volusia County Council consistent with the State agreement. The Board is tasked with supporting programs and services that are available to and benefit residents throughout Volusia County.

There is no current city representative on the Volusia County Opioid Abatement Funding Advisory Board. Past vacancies were filled by NSBPD Commissioner Hartman and most

recently by Deputy Chief Feldman.

Findings:

Staff recommends approving the appointment of Brian Ashley, Zone 4 Commissioner, as the city's representative on the Volusia County Opioid Abatement Funding Advisory Board, with Deputy Chief William Reid serving as the alternate.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: William Reid - Deputy Police Chief

Attachments:

Opioid-Advisory-Board-Bylaws-Original-Signed-ADA.pdf
Volusia-Interlocal-Agreement-2020-01-26-Executed-ADA-Use Of Regional Opioid Settlement Funds.pdf

BYLAWS
OPIOID ABATEMENT FUNDING ADVISORY BOARD
"ADIVSORY BOARD"

Adopted: February 24, 2023

ARTICLE I. NAME.

The name of this organization shall be the Opioid Abatement Funding Advisory Board ("Advisory Board").

ARTICLE II. AUTHORITY AND PURPOSE.

SECTION 2.01. AUTHORITY.

The Advisory Board was established by the Interlocal Agreement Governing Use of Volusia County Regional Opioid Settlement Funds ("Agreement") as entered into on January 26, 2022, by and between Volusia County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the City of Daytona Beach, the City of Daytona Beach Shores, the City of DeBary, the City of DeLand, the City of Deltona, the City of Edgewater, the City of Holly Hill, the City of Lake Helen, the City of New Smyrna Beach, the City of Orange City, the City of Ormond Beach, the Town of Ponce-Inlet, and the City of Port Orange, hereinafter referred to as the "Cities."

SECTION 2.02. PURPOSE.

The purpose of the Advisory Board is to assist in the distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional funds and the purposes for which Regional funds may be used. The Advisory Board will continue to provide local governments with relevant information on the opioid national crisis as well as information and analysis on the nature, extent and problems in Volusia County and on opioid-related programs consistent with the State Memorandum of Understanding and Interlocal Agreement.

1. The Advisory Board shall establish an annual process which must include the following:

    a. A date certain each year by which the Opioid Abatement Funding Advisory Board must meet and review the data available from previous years, tending to evidence the local status of the opioid epidemic and the effect of abatement programing.

    b. A member of the Advisory Board shall abstain from voting on a proposal for funding a program or service provided by that member's local government.

c. The Advisory Board must review the programs and services of the beneficiaries of Volusia County Regional Funds to determine the outcome of such programs and services in order to hold beneficiaries accountable.

d. The Advisory Board must annually make recommendations on funding, programs, services, and location priorities for the upcoming year(s) ("Opioid Abatement Funding Advisory Board Priority List, "Priority List," or "Abatement Plan"). County Council shall have final approval of the Abatement Plan, or any amendments thereto.

e. Final Review recommendations will be approved by the Advisory Board, who shall present recommendations to the County Council for approval.

f. The Advisory Board shall recommend, and the County Council shall use its best efforts to fund services and programs that are available to all residents of Volusia County and shall strive to allocate funding and services in a manner that equally benefits all residents of Volusia County.

SECTION 2.02. ADMINISTRATIVE COSTS.

The County is responsible for administering the "Regional Funds" remitted pursuant to the State MOU and, therefore County staff will support the Opioid Abatement Funding Advisory Board and shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting required by the State MOU and is entitled to the maximum allowable administrative fee pursuant to the State MOU. The administrative fee will be deducted annually from the amount of available Volusia County Regional Funds, and the remaining Volusia County Regional Funds will be spent as provided in the State MOU and as provided herein.

SECTION 2.03 INDEMNIFICAITON.

Each City and the County shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statues. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of F S. § 768.28, by either Party. Nothing herein shall be construed as consent by either Party to be sued by third parties for any matter arising out of this Agreement.

ARTICLE III. MEMBERSHIP.

SECTION 3.01 COMPOSITION.

The Advisory Board members shall be comprised of members who should have experience with law enforcement, fire rescue, substance abuse treatment, or other relevant experience, appointed for two-year terms:

1. One member appointed by the City of Daytona Beach;
2. One member appointed by the City of Daytona Beach Shores;
3. One member appointed by the City of DeBary;
4. One member appointed by the City of DeLand;
5. One member appointed by the City of Deltona;
6. One member appointed by the City of Edgewater;
7. One member appointed by the City of Holly Hill;
8. One member appointed by the City of Lake Helen;
9. One member appointed by the City of New Smyma Beach;
10. One member appointed by the City of Orange City;
11. One member appointed by the City of Ormond Beach;
12. One member appointed by the Town of Ponce Inlet;
13. One member appointed by the City of Port Orange;
14. One member appointed by the Volusia County Council.

The composition of the Advisory Board shall also accord with rules and guidance of the Interlocal Agreement Governing Use of Volusia County Regional Opioid Settlement Funds ("Agreement") and the State Memorandum of Understanding ("MOU") and in the event of any conflict between these Bylaws and the Agreement and MOU, the Agreement and MOU shall take precedence and these Bylaws shall be promptly amended.

SECTION 3.02 OFFICERS

At the first meeting of the Advisory Board in any fiscal year, the Advisory Board shall elect from their own membership a Chairperson and a Vice-Chairperson. The Chairperson shall preside over meetings of the Advisory Board and shall forward applicable actions taken by the Advisory Board to the Volusia County Council for whatever action the Advisory Board deems appropriate. In absence of the Chairman or in the event of his or her inability to act, the Vice-Chairman shall exercise all powers and duties of the Chairman. The terms of office for all officers shall begin upon election and terminate at the time successors are elected at first meeting of a new fiscal year. Any officer may be re-elected for the same office and may serve consecutive terms as, if so elected. A vacancy in any office may be filled by the Advisory Board at any regular meeting.

ARTICLE IV. FUNCTIONS AND RESPONSIBILITIES.

The Advisory Board shall act, at all times, in accordance with the Interlocal Agreement Governing Use of Volusia County Regional Opioid Settlement Funds as entered into on January 26, 2022, and shall have those power, duties, functions, and responsibilities set forth therein.

The Advisory Board shall, without limitation, further the goals in the Opioid Abatement Funding Advisory Board Priority List, as reflected in Schedules A and B in the Interlocal Agreement and generally, but not limited to:

(a) Assist in the distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional Funds and the purposes for which Regional Funds may be used.

(b) Provide local governments with relevant information on the opioid national crisis as well as information and analysis on the nature, extent and problems in Volusia County and on opioid-related programs

(c) Combat the opioid epidemic, to mitigate the harmful effects of the opioid epidemic in the community, and to increase educational campaigns to counteract misinformation about the addictive nature and harmful effects of opioids.

(d) Provide or contract to provide substance abuse, prevention, recovery, and/or treatment services to citizens in Volusia County.

(e) Enhance or supplement any current programs and policies for the abatement of opioid, including but not limited to: carrying Narcan by law enforcement officers, first responders, and corrections officers.

(f) Provide pro-active support systems such as educational materials and services to reach at-risk individuals identified through historical opioid events and historical locations of events; as well as intervention for individuals suffering from opioid abuse in the criminal justice system.

(g) Use data driven abatement programs based upon community impacts without regard to governmental jurisdictional boundaries.

(h) Review and consider data provided by the Opioid Task Force.

ARTICLE V. MEETINGS.

SECTION 5.01. SCHEDULE.

The Opioid Abatement Funding Advisory Board shall meet regularly and as often as needed to effectuate its responsibilities, but no less than semi-annually and on a schedule which allows the Opioid Task Force to provide the data compiled for and arising out of its semi-annual meeting to the Opioid Abatement Funding Advisory Board for review and consideration. A majority of the total membership of the Opioid Abatement Funding Advisory Board constitutes a quorum. Not less than three (3) days notice shall be given for all regular meetings and not less than forty-eight (48)

hours' notice shall be given for all special meetings of the Advisory Board. Meetings shall be accessible, noticed, and open to the public in accordance with Florida law.

SECTION 5.02. NOTICE.

Except as otherwise stated herein, meetings of the Advisory Board shall be noticed to the public in accordance with County of Volusia procedures and in substantially the same manner as meetings of the Volusia County Council are noticed. All meetings shall be open to the public and news media. Advisory Board members shall not discuss matters with each other outside of a public meeting that are related to their duties and functions as members of the board, all in accordance with Section 286.011, Florida Statute.

SECTION 5.03. QUORUM.

A majority of the members of the Advisory Board shall constitute a quorum for the transaction of any business at any meeting of the Advisory Board.

SECTION 5.04. VOTING.

Each member of the Advisory Board will have an equal vote, assuming a quorum is present. Except as otherwise stated in these Bylaws, an affirmative vote on an issue or decision is by a simple majority of the voting members in attendance at any Advisory Board meeting. So long as there is a quorum physically present, the present members may allow a member to participate and vote by teleconferencing or other technological means if in their good judgement that member is unable to attend due to extraordinary circumstances.

SECTION 5.05. MINUTES.

Minutes shall be kept in accordance with County of Volusia procedures and in substantially the same manner as meetings of the Volusia County Council.

SECTION 5.06. PROCEDURE.

Except as otherwise provided in these Bylaws, Roberts Rules of Order latest edition shall be followed at all meetings.

ARTICLE VI. REVISION OF BYLAWS.

The Advisory Board shall review these Bylaws from time to time and update them as needed. The Bylaws may be revised by an affirmative vote of at least two-thirds of the Advisory Board members present at a regular or special meeting of the Advisory Board, provided that a copy of the proposed revisions are furnished to every member of the Advisory Board no fewer than three (3) business days prior to the meeting at which a vote to revise is taken. For the purposes of these

Bylaws, the term "business day" means any weekday (to exclude Saturday and Sunday) that is not designated as a work holiday by the County of Volusia.

ARTICLE VII. GOVERNING LAWS.

The laws of the State of Florida shall govern the bylaws.

Danny Robbins, Chair

Attest:

INTERLOCAL AGREEMENT GOVERNING USE OF VOLUSIA COUNTY

REGIONAL OPIOID SETTLEMENT FUNDS

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this 26 day of January 2022, by and between Volusia County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the City of Daytona Beach, the City of Daytona Beach Shores, the City of DeBary, the City of DeLand, the City of Deltona, the City of Edgewater, the City of Holly Hill, the City of Lake Helen, the City of New Smyrna Beach, ~~the City of Oak Hill~~; the City of Orange City; the City of Ormond Beach; ~~the Town of Pierson~~; the Town of Ponce-Inlet; the City of Port Orange; ~~and the City of South Daytona~~; hereinafter referred to as the "Cities."

WHEREAS, a local, state and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics ("opioids") and resulted in opioid overdoses and addictions throughout municipalities, counties, states and the nation; and

WHEREAS, Volusia County and the municipalities therein are not immune from this nationwide crisis; an

WHEREAS, in April of 2021, a collaborative working group known as the Volusia County Opioid Task Force, hereinafter "Opioid Task Force", consisting of various knowledgeable staff of the local government entities assembled in response to the alarming increase in opioid related drug misuse and opioid-related deaths within the geographic boundaries of Volusia County; and

WHEREAS, the Opioid Task Force will continue to provide local governments with relevant information on the opioid national crises as well as information and analysis on the

nature, extent, and problems in Volusia County and on opioid-related programs consistent with the State MOU; and

WHEREAS, the crisis has caused and is causing an undue strain on local government finances to implement programing to combat the opioid epidemic, to mitigate the harmful effects of the opioid epidemic in the community, and to increase educational campaigns to counteract misinformation about the addictive nature and harmful effects of opioids; and

WHEREAS, the opioid crisis is as pronounced within Volusia County and within certain municipalities within Volusia County as it was throughout most of the harder hit areas in the state of Florida and in the United States and despite the resources expended on combatting the epidemic, the opioid epidemic continues to impact the local community; and

WHEREAS, as a result of the national opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, hereinafter referred to as the "defendants", to hold them accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, as well as to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts; and

WHEREAS, four governmental entities in Volusia County deemed the opioid crisis significant enough to secure litigation counsel and individually elect to file suit against the defendants to wit: Deltona, Daytona Beach, Ormond Beach, and Daytona Beach Shores, (hereinafter referred to as the "MDL Cities") and the County; and

WHEREAS, the lawsuits filed by the MDL Cities and the County were consolidated with other lawsuits filed by state, tribal and local governmental entities into what is known as

the National Prescription Opiate Litigation in the United States District Court of the Northern District of Ohio, Eastern Division, case number I : 17-MD-2804; and

WHEREAS, as a result of this litigation, multiple defendants have begun to negotiate settlements; and

WHEREAS, the Attorney General for the State of Florida (hereinafter "Attorney General") anticipates that Settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly to the MDL Cities and County, despite their position as party plaintiffs; and

WHEREAS, the Attorney General has proposed entering into agreements with local governments within the State of Florida to receive Settlement funds. This agreement (hereinafter referred to as the "State MOU"), as currently drafted, divides settlement funds into three portions designated as City County, Regional and State funds; and

WHEREAS, it is anticipated that the State MOU will set forth the amount and manner of distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional funds, and the purposes for which Regional funds may be used. The approved uses in the State MOU for which Regional funds may be used are attached as Exhibit A; and

WHEREAS, the parties recognize that local control over Regional Settlement funds is in the best interest of all persons within the geographic boundaries of Volusia County and ensures that Settlement funds are available and used to address opioid-related impacts within Volusia County and are, therefore, committed to the County qualifying as a "Qualified County" and thereby receiving Regional funds pursuant to the State MOU; and

WHEREAS, Volusia County is currently providing or contracting to provide substance abuse, prevention, recovery, and/or treatment services to the citizens in Volusia County; and

WHEREAS, Volusia County currently has programs and policies for abatement of opioid and other substance abuse, prevention, recovery, or treatment services that may be enhanced or supplemented, including, but not limited to: carrying of Narcan by law enforcement officers, first responders, and corrections officers; pro-active support systems such as educational materials and services to reach at-risk individuals identified through historical opioid events and historical locations of events; as well as intervention for individuals suffering from opioid abuse in the criminal justice system; and

WHEREAS, the State MOU requires that in order for Volusia County to become a Qualified County eligible to receive Regional Funding, there must be an interlocal agreement among Volusia County and Municipalities, as defined in the MOU, with combined population exceeding 50% of the total population of the Municipalities within Volusia County, with the term "Municipalities" being defined for the purpose in this Agreement as those municipalities with a population of 10,000 or more as required by the State MOU; or with population less than 10,000 who were party plaintiffs; population for purposes of the MOU is determined by specific Census data; and

WHEREAS, historically, government-funded programming geared toward abating the opioid crisis has been data driven based upon community impacts without regard to governmental jurisdictional boundaries; and

WHEREAS, this interlocal provides for the appointment to the Opioid Abatement Funding Advisory Board, which shall review and make recommendations on Volusia County's

abatement plan and funding considerations consistent with the abatement plan and State MOU; and

WHEREAS, the parties recognize that it is in the best interest of the County and the Cities to enter into this interlocal agreement to ensure Volusia County is a "Qualified County" to receive Regional Funding pursuant to the State MOU.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the patties agree as follows:

Section 1. DEFINITIONS

A. Unless otherwise defined herein, all defined terms in the State MOU are incorporated herein and shall have the same meanings as in the State MOU.

B. "Volusia County Regional Funding" shall mean the amount of the Regional Funding paid to Volusia County in its role as a Qualified County.

Section 2. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

A. Execution of this Agreement by the County and the governing bodies of the municipalities as required by the State MOU to enable Volusia County to become a Qualified County and directly receive Volusia County Regional Funding; and

B. Execution of all documents necessary to effectuate the State MOU in its final form; and

C. Volusia County being determined by the State of Florida to qualify as a "Qualified County" to receive Regional Funding under the State MOU; and

D. Filing of this Agreement with the Clerk of the Circuit Court for Volusia County as required by Florida Statutes, Section 163.01.

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM

The term of this Agreement and the obligations hereunder commences upon the satisfaction of all conditions precedent, runs concurrently with the State MOU, and will continue until one (l) year after the expenditure of all Volusia County Regional Funding, unless otherwise terminated in accordance with the provisions of the State MOU. Obligations under this Agreement which by their nature should survive, including, but not limited to any and all obligations relating to record retention, audit, and indemnification will remain in effect after termination or expiration of this Agreement..

Section 5. BOARD

A. Volusia County Regional Funding will be used in accordance with the requirements of the State MOU, and guidelines set forth by a board established by this Interlocal Agreement (hereinafter referred to as the "Opioid Abatement Funding Advisory Board" or "Advisory Board"), which will include utilizing information, data, and projections provided by the Opioid Taskforce.

    i. Opioid Abatement Funding Advisory Board membership shall be comprised of the following members, who should have experience with law enforcement, fire rescue, substance abuse treatment, or other relevant experience, appointed for two-year terms:

1. One member appointed by the City of Daytona Beach;
2. One member appointed by the City of Daytona Beach Shores;
3. One member appointed by the City of DeBary;
4. One member appointed by the City of DeLand;
5. One member appointed by the City of Deltona;
6. One member appointed by the City of Edgewater;
7. One member appointed by the City of Holly Hill;
8. ~~One member appointed by the City of Lake Helen;~~
9. One member appointed by the City of New Smyrna Beach;
10. ~~One member appointed by the City of Oak Hill;~~
11. One member appointed by the City of Orange City;
12. One member appointed by the City of Ormond Beach;
13. ~~One member appointed by the Town of Pierson;~~
14. One member appointed by the Town of Ponce Inlet;
15. One member appointed by the City of Port Orange;
16. ~~One member appointed by the City of South Daytona;~~
17. One member appointed by the Volusia County Council.

B. The Opioid Abatement Funding Advisory Board shall meet regularly and as often as needed to effectuate its responsibilities, but no less than semi-annually and on a schedule which allows the Opioid Task Force to provide the data compiled for and arising out of its semi-annual meeting to the Opioid Abatement Funding Advisory

Board for review and consideration. A majority of the total membership of the Opioid Abatement Funding Advisory Board constitutes a quorum.

C. The Opioid Abatement Funding Advisory Board shall establish bylaws and an annual process which must include the following:

   a. A date certain each year by which the Opioid Abatement Funding Advisory Board must meet and review the data available from previous years, tending to evidence the local status of the opioid epidemic and the effect of abatement programming.

   b. A member of the Advisory Board shall abstain from voting on a proposal for funding a program or service provided by that member's local government.

   c. The Opioid Abatement Funding Advisory Board must review the programs and services of the beneficiaries of Volusia County Regional Funds to determine the outcome of such programs and services in order to hold beneficiaries accountable.

   d. The Opioid Abatement Funding Advisory Board must annually make recommendations on funding, programs, services, and location priorities for the upcoming year(s) ("Opioid Abatement Funding Advisory Board Priority List," "Priority List," or "Abatement Plan"). County Council shall have final approval of the Abatement Plan, or any amendments thereto.

D. The County shall perform competitive solicitations for programming and services based on the Opioid Abatement Funding Advisory Board Priority List in accordance

with the procurement process in Chapter 2 of the Code of Ordinances, County of Volusia.

E. Volusia County Regional Funding may be used to enhance current programs or develop new programs consistent with the State MOU. Regional funding is not intended to supplant current funding sources and general funds, and staff will continue to seek funding for opioid related abatement at the levels opioid abatement programs were funded as of the effective date of this agreement.

F. Final Review recommendations will be approved by the Opioid Abatement Funding Advisory Board, who shall present recommendations to the County Council for approval. The County Council shall approve Opioid Abatement Funding Advisory Board recommendations by a majority vote of the members present unless the County Council rejects such recommendations by a majority vote of the County Council members present. In the event of such rejection, the County Council shall determine and approve by a majority vote of the members present the expenditure of the Regional Funds in accordance with the State MOU.

G. The Opioid Abatement Funding Advisory Board shall recommend and the County Council shall use its best efforts to fund services and programs that are available to all residents of Volusia County and shall strive to allocate funding and services in a manner that equally benefits all residents of Volusia County.

Section 6. ADMINISTRATIVE COSTS

The County is responsible for administering the "Regional Funds" remitted pursuant to the State MOU and, therefore County staff will support the Opioid Abatement Funding

Advisory Board and shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting required by the State MOU and is entitled to the maximum allowable administrative fee pursuant to the State MOU. The administrative fee will be deducted annually from the amount of available Volusia County Regional Funds, and the remaining Volusia County Regional Funds will be spent as provided in the State MOU and as provided herein.

Section 7. LOCAL GOVERNMENT REPORTING REQUIREMENTS

To the extent that local governmental entity receives Volusia County Regional Funds directly from the County, any local governmental entity so receiving funds must spend such funds for Approved Purposes and must timely satisfy all reporting requirements of the MOU. Failure to comply with this provision may disqualify the local governmental entity from further direct receipt of Volusia County Regional Funds.

Section 8. NON-APPROPRIATION

This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County official, officer or employee creates any obligation to appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed. The obligations of the County as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from Volusia County Regional Funds annually which are designated for regional use pursuant to the terms of the State MOU. No liability shall be incurred by the County beyond the monies budgeted and available for the purpose of the Agreement. If funds are not received by the County for any or all of this Agreement for a new fiscal period, the

County is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. The County agrees to promptly notify the Cities in writing of any subsequent non-appropriation, and upon such notice, this Agreement will terminate on the last day of the current fiscal year without penalty to the County and all undistributed funds will be spent for programs previously proposed by the Opioid Abatement Funding Advisory Board and adopted by the County Council.

Section 9. INDEMNIFICATION

Each City and the County shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statues. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of F S. § 768.28, by either Party. Nothing herein shall be construed as consent by either Party to be sued by third parties for any matter arising out of this Agreement.

Section 10. SEVERABILITY

If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 11 AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

Section 12. FILING OF AGREEMENT

This Agreement shall be filed with the Clerk of the Circuit court as provided in Section

163.01(11), Florida Statutes.

Section 13. GOVERNING LAW

The laws of the State of Florida shall govern this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof, as of the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

ATTEST:

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

BY: Barbara Girtman

George Recktenwald
County Manager

Barbara Girtman
County Vice-Chair

DATE: 1/26/22

ATTEST:

CITY OF DAYTONA BEACH, a Florida municipal corporation

Letitia LaMagna

Letitia LaMagna, City Clerk

DATE: 1-21-22

BY: Derrick L. Henry

Derrick Henry
Mayor

ATTEST:

CITY OF DAYTONA BEACH SHORES, a Florida municipal corporation

BY: Nancy J. Miller

Michael T. Booker, City Manager

Nancy J. Miller, Mayor

DATE: Dec. 14, 2021

ATTEST:

Annette Hatch, CMC, City Clerk

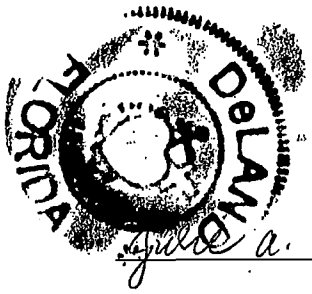
DATE: January 5, 2022

CITY OF DEBARY, a Florida municipal corporation

BY:

Karen Chasez
Mayor

ATTEST:



Jade a. Hennessy

CITY OF DELAND, a Florida municipal corporation

BY: Robert F. Apgar

Robert F. Apgar
Mayor

DATE: 1·3·2022

ATTEST:

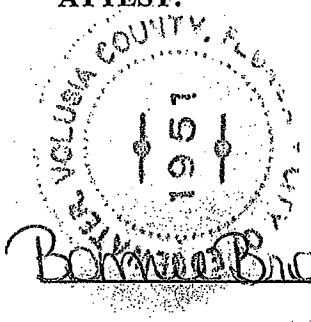
CITY OF DELTONA, a Florida municipal corporation

BY: _____

Heidi K. Herzberg
Mayor

DATE: 1-3-22

ATTEST:



Barbara Brown

DATE: 1/10/2022

CITY OF EDGEWATER, a Florida municipal corporation

BY: _____

Michael Thomas
Mayor

ATTEST:

CITY OF HOLLY HILL, a Florida municipal corporation

BY: _____

Chris Via
Mayor

DATE: 12/16/21

ATTEST:

CITY OF LAKE HELEN, a Florida municipal corporation

BY: _____

Cameron Lane
Mayor

DATE: 1/26/22

ATTEST:

Kelly McQuillen
City Clerk

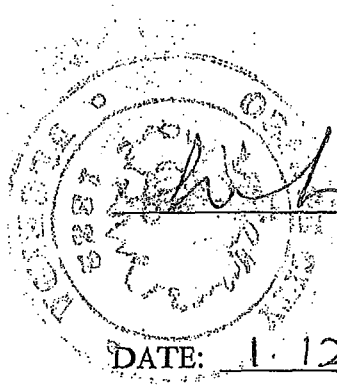
DATE: 1/11/2022

CITY OF NEW SMYRNA BEACH, a Florida municipal corporation

BY: _____

Russ Owen
Mayor

ATTEST:



City, Clerk

DATE: 1·12·2022

CITY OF ORANGE CITY, a Florida municipal corporation

BY: _____

Gary Blair
Mayor

ATTEST:

CITY OF ORMOND BEACH, a Florida municipal corporation

Joyce A. Shanahan
City Manager

DATE: January 18, 2022

BY: Bill Partington

Bill Partington
Mayor

ATTEST:

TOWN OF PONCE INLET, a Florida municipal corporation

BY: _____

Lois A. Paritsky
Mayor

DATE: 12/17/2021

ATTEST:

CITY OF PORT ORANGE, a Florida municipal corporation

BY: _____

Donald O. Burnette
Mayor

DATE: 1/18/2022

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

CONSIDER THE APPROVAL OF MODIFICATION #6 - HMGP GRANT #4337-197-R.

January 13, 2026

Background:

As part of the close out process further evaluation of one home revealed it needed additional structural support which has required analysis and redesign by the Engineer of Record as well as a third-party Engineer. The plans then have to be permitted and reviewed by Florida Department of Emergency Management with supporting benefit cost analysis in order to qualify for grant funds.

The administrative and actual construction pushed back the close out date beyond the original period of performance which has been amended within modification #6 to be November 30, 2026.

Fiscal Analysis:

The current modification is time oriented only and once the additional costs are known Engineering will coordinate with Finance to obtain the funds needed to pursue this project revision, being a bank loan (tax exempt) providing fiscal stability to support the project costs (This will be brought to City Commission for approval as well).

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

4337-197-R - MOD #6 -For Subrecipient Signature - 12-16-25.pdf

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of New Smyrna Beach
PROJECT #:	4337-197-R
PROJECT TITLE:	City of New Smyrna Beach, Elevation of Flood-Prone Homes
HMGP CONTRACT #:	H0492
SM CONTRACT #: (if applicable)	N/A
MODIFICATION #:	Six

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Kyle Fegley City Engineer 2650 North Dixie Freeway New Smyrna Beach, Florida 32168

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

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

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850)328-3345 or email me at Sydney.Andersen@em.myflorida.com
.

Contract Number: H0492

Project Number: 4337-197-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF NEW SMYRNA BEACH

This Modification Number Six made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of New Smyrna Beach ("the Sub-Recipient") to modify Contract Number H0492, dated, July 07, 2020 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $1,383,066.40, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on November 30, 2025; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

   (8) PERIOD OF AGREEMENT

   This Agreement shall begin February 13, 2018 and shall end November 30, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 6th Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

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

7. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

By:_____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A

(6th Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate six single family residences in New Smyrna Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-197-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of New Smyrna Beach, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to mitigate six (6) single family residences, located in New Smyrna Beach, Florida 32169 and 32168.

The proposed project shall elevate in place the six (6) existing residential structures to a minimum required height of one and a half (1 1/2) foot above the Base Flood Elevation or highest known flood level, whichever is higher; plus, three (3) feet to account for sea level rise. The scope of work includes mobilization and site preparation, installation of beams, cribbing and jacks for raising the structures to the required height, demolition of existing foundation and installation of new foundation system based on pilings. Reinforcement of the existing concrete floor slabs shall be completed, as needed. Once the structures are elevated, extension and reconnection of utilities shall be provided and the electrical and mechanical equipment outside of the structures shall also be elevated to required height. Construction of appropriate means of ingress and egress shall be provided, and site restoration shall be completed. The structures must be structurally sound and capable of being elevated safely. Upon completion, a final Elevation Certificate shall be obtained for each property to verify appropriate elevation. This project shall mitigate the continuous flooding and losses experienced during past storm events.

The habitable living areas of the original structures shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	600 Goodwin Avenue New Smyrna Beach, Florida 32169	(29.034236,-80.902116)
2)	643 Goodwin Avenue New Smyrna Beach, Florida 32169	(29.031227,-80.901404)
3)	507 South Peninsula Avenue New Smyrna Beach, Florida 32169	(29.033752,-80.902433)
~~4)~~	~~614 South Pine Street~~ ~~New Smyrna Beach, Florida 32169~~	*Removed (03/29/22)*
5)	626 South Pine Street New Smyrna Beach, Florida 32169	(29.032275,-80.901098)
~~6)~~	~~642 South Pine Street~~ ~~New Smyrna Beach, Florida 32169~~	*Removed (09/24/21)*

~~7)~~	~~657 South Pine Street~~ ~~New Smyrna Beach, Florida 32163~~	*Removed (03/29/22)*
8)	2926 Sunset Drive New Smyrna Beach, Florida 32168	(29.068939,-80.963105)
9)	632 Yupon Avenue New Smyrna Beach, Florida 32169	(29.031580,-80.900088)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

   The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

   The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall

complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Local Building Official Building Permit.

b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

    1. Certifying that the structure is code-compliant.

c) A Copy of the Elevation Certificate before mitigation, if available.

d) A Copy of the Final Elevation Certificate (FEMA Form 81-31), after mitigation – ensuring the structure has been elevated to the proper elevation.

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

f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."

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

j) A copy of the final draft of the archaeological monitoring report conforming to survey report standards as set out in the Florida Department of State Division of Historical Resources Archaeological and Historic Report Standards and Guidelines 1A-46.001 of Florida Administrative Code.

k) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were

made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of elevation of six (6) single family residences, in New Smyrna Beach, Florida 32169 and 32168, including but not limited to raising the residential structures, utilities, and electrical and mechanical equipment to the required height.

The habitable living areas of the original structures shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.

5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If, at any time, human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division, and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) An archaeologist meeting the Secretary of the Interior's professional qualifications for archaeology per 36 CFR Part 61 shall be present to monitor all initial ground disturbance.

5) The Archaeologist has the ability to stop construction activities if human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources, the Division, and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

6) The Archaeologist has the ability to stop construction activities should said activities divert from the approved scope of work or area of potential effect. Any changes to the approved scope of work shall require submission to, and evaluation and approval by, the Division and FEMA, prior to initiation of any work, for compliance with Section 106.

7) A final draft of the archaeological monitoring report that conforms to survey report standards set out in the Florida Department of State Division of Historical Resources Archaeological and Historic Report Standards and Guidelines 1A-46.001 of Florida Administrative Code shall be submitted to the Division and the FEMA Region IV EHP office in order to complete Section 106 consultation requirements.

8) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) The Sub-Recipient shall provide Verification of Flood Insurance on the property prior to closeout.

8) For structures located in the Special Flood Hazard Area, the Sub-Recipient shall verify if the proposed project triggers a substantial improvement and confirm that the project will be in compliance with the current local floodplain management ordinance.

9) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

10) A certificate of occupancy and the final Elevation Certificate (FEMA Form 086-0-33) for each structure on the project to certify the structure is code compliant and was elevated to the required elevation.

11) A copy of the recorded deed for each property, including structure elevation project deed requirements for property maintenance and flood insurance requirements.

12) A signed Acknowledgement of Conditions for Properties Using FEMA Hazard Mitigation Assistance form for each structure.

13) A certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, even in locations where no code has been adopted.

14) Front, rear and side photographs of the final structure(s), including the date of the photograph, property address, latitude/longitude to the nearest sixth decimal place and the source of the photograph.

15) Verification of flood insurance policy for each structure.

16) Special Conditions required on implementation of project:

    a) **NHPA CONDITION:** An archaeologist meeting the Secretary of the Interior's professional qualifications for archaeology per 36 CFR Part 61 is to be present to monitor all initial ground disturbance. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

    b) **NHPA CONDITION:** The Archaeologist has the ability to stop construction activities if human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery

may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

c) **NHPA CONDITION:** The Archaeologist has the ability to stop construction activities should said activities divert from the approved scope of work or area of potential effect. Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

d) **NHPA CONDITION:** A final draft of the archaeological monitoring report that conforms to survey report standards set out in the Florida Department of State Division of Historical Resources Archaeological and Historic Report Standards and Guidelines 1A-46.001 of Florida Administrative Code will be submitted to FEMA Region IV EHP office in order to complete Section 106 consultation requirements. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

e) **NHPA CONDITION:** If, at any time, human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

17) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-197-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on March 13, 2020; with a Pre-Award date of February 13, 2018; this Agreement was executed on July 7, 2020; and the Period of Performance for this project shall end on **November 30, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	4	Months
Construction Plan/Technical Specifications:	23	Months
Bidding / Local Procurement:	1	Month
Permitting:	1	Month
Construction / Installation:	48	Months
Local Inspections / Compliance:	1	Month
State Final Inspection / Compliance:	1	Month
Closeout Compliance:	1	Month
Total Period of Performance:	**80**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$1,727,249.00	$1,295,436.75	$431,812.25
Labor:	$0.00	$0.00	$0.00
Fees:	$60,408.00	$45,306.00	$15,102.00
**Pre-Award:	$6,000.00	$4,500.00	$1,500.00
Initial Agreement Amount:	**$1,793,657.00**	**$1,345,242.75**	**$448,414.25**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$1,793,657.00**	**$1,345,242.75**	**$448,414.25**
****SRMC**			
SRMC:	$37,823.65	$37,823.65	
SRMC Total:	**$37,823.65**	**$37,823.65**	

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

***This project has a Pre-Award, approved by FEMA in the amount of $6,000.00 project costs with a start date of **February 13, 2018**.*

**** This project has an estimated $0.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes*

to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

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

******* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $37,823.65 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

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

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$1,345,242.75	(75.00%)
Non-Federal Share:	$448,414.25	(25.00%)
Total Project Cost:	**$1,793,657.00**	**(100.00%)**
SRMC (100% Federal)	$37,823.65	

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

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

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

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

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

• As used in this subsection, the term:

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

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

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

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

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

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

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

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

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated

using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

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

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

Name:	
Signature:	
Title:	
Date:	

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER THE APPROVAL OF A CHANGE ORDER TO CARTER ELECTRIC FOR ADDITIONAL SERVICES REQUESTED BY THE CITY AT PHIL HALL PARK.

January 13, 2026

Background:

In June of 2025 the City signed a PO with Carter Electric to perform the electrical work for the Phil Hall Pickleball Park (formerly known as Paige Pickleball Courts).
This included:
Running wire through conduit, terminating Musco Lights Poles, mounting and connecting electrical panels, installing ground rods, etc.
The City has requested Carter Electric to purchase parking garage canopy light fixtures and lights, run additional wiring and conduit.

Fiscal Analysis:

The original PO with Carter Electric is $43,795.00
The change order amount for the additional scope of work is $8,863.88
Funds will come from account 00157201.549099

Strategic Plan Item:

No

Staff Report Created By: Jesse Kobe

Attachments:

PO Carter Electric Paige Pickleball.pdf
CCN #1 Revised (W_O Tax).pdf

Purchase Order

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

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 250388-000

BILL TO

151301
FINANCE DEPT-ACCTS PAYABLE
CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH FL 32168

VENDOR

CARTER ELECTRIC CO. INC.
231 JEAN STREET
DAYTONA BEACH FL 32114

SHIP TO

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

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
386-255-1418		20250479	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/23/2025	9505			51201 CITY MANAGER

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	CARTER ELECTRIC - PAIGE AVENUE PICKLEBALL PHASE II				
1	CARTER ELECTRIC PAIGE AVENUE PICKLEBALL COURTS - PHASE II ELECTRICAL WORK QUOTE #2025-128 ***302 .57.572.57201.563203.23PIB $43,795.00***	1.0	EACH	$43,795.000	$43,795.00

By _____
Finance Director

VENDOR COPY

PO Total **$43,795.(**

arter electric company, inc. contractors — engineers
231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197
EC0000265
EC0002058
TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE NOTICE

Client Address:

City of NSB
Contact: Jesse Kobe

CCN # 1
Date: 1/5/2026
Project Name: Hawks Pickleball Phase 2
Project Number: Hawks Pickleball Phase 2
Page Number: 1

Work Description

A. BRIEF DESCRIPTION OF THE WORK
1. Provide and install 2/0 secondaries to replace #4 wire that would not give 100 amps at the end due to 285' of length.
2. Provide credit for #4 wire.
3. Provide and install (4) B1 fixtures.
4. Provide Aluminum Weatherproof Round Bell box's with stainless steel screws.

. NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:
1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:
1. Painting
2. Cutting of floors, walls, and/or ceilings.
3. Patching of floors walls and/or ceilings.
4. Premium time, weekends, holidays, and overtime.
5. Additional permit fees.
6. Engineering fees.

D. TERMS:
1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 7 days from the date of noted above.
    i. DUE TO CURRENT MARKET CONDITIONS.
3. We request a time extension of ( ) additional days to complete this additional work.
    i. Additional time exstension starts upon receipt of necessary materials.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
Type B1 Pendant Mounted Parking Garage Canopy Light	4	0.00	5.00
#2/0 THHN BLACK	884	2,693.07	17.90
4" RNDx 1 1/2"D ALUM BOX W/ LUGS & 5x 3/4" HUBS GRY	4	210.40	2.12
STAINLESS STEEL #8x 1 P/H SELF-TAP SCREW	16	3.09	0.56
Totals	**908**	**2,906.56**	**25.58**

Summary

General Materials 2,906.56

ORIGINAL

PROPOSED CHANGE NOTICE

Client Address:

City of NSB

CCN # 1
Date: 1/5/2026
Project Name: Hawks Pickleball Phase 2
Project Number: Hawks Pickleball Phase 2
Page Number: 2

Summary (Cont'd)

General Materials Adjustment		435.98
LIGHTING FIXTURES		3,776.00
Total Material		**7,118.54**
ELECTRICIAN	(12.79 Hrs @ $50.00)	639.50
FOREMAN	(12.79 Hrs @ $55.00)	703.45
Subtotal		**8,461.49**
Overhead	(@ 10.000 %)	846.15
Markup	(@ 5.000 %)	465.38
Subtotal		**9,773.02**
CONCRETE CUTTING	($600.00 + 0.000 % + 0.000 % + 0.000 %)	600.00
Subtotal		**10,373.02**
Credit for #4 Wire	(@ -19.701 %)	-2,043.57
Final Amount		**$8,329.45**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 1
Final Amount: $8,329.45

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

Work Description

ORIGINAL

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE NEW SMYRNA BEACH FOOD FESTIVAL 2026, TO BE HELD ON THURSDAY, APRIL 16, 2026.

January 13, 2026

Background:

The Flagler Avenue Business Association Hospitality Group (FABA) is requesting approval to hold their 2026 New Smyrna Beach Food Festival on Thursday, April 16, 2026 with an anticipated 2,000 attendees. The event will start at 5:00 pm and end at 9:00 pm, with a set up time from 3:00 pm to 5:00 pm and a breakdown from 9:00 pm to 10:00 pm. FABA is requesting the closure of Flagler Avenue from N. Atlantic Avenue westbound to the eastern intersection perimeter of Pine Street. The festival does not allow the sale or consumption of alcoholic beverages on Flagler Avenue or in any City Right of Way. The Fire Department will inspect all food vendors. The event will have ten 10x10 tents on Flagler Avenue. Security for the event will be provided by the NSB Police Department officers.

Findings:

Staff recommends the approval of the 2026 New Smyrna Beach Food Festival, to be held on Thursday April 16, 2026.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $330.00

Leisure Services Major Event Fee: $532.50

Banner Fee (2): $53.25

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

NSB Food Festival 2026, on Thurs April 16 2026.pdf

Date change April 16th

City of New Smyrna Beach

Special Event Application Follow-Up Form

SB Food Festival

~~April 30, 2026~~ April 16, 2026

Frank / FABA

Brief Event Description: Food Festival on Flagler Ave

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	8/5/25
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	7-15-25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	7-15-25
Donald R Wiech	Fire Department	386-402-7631	dwiech@cityofnsb.com	7-15-25
Sgt. W. Helms	Police Department	386-424-2297	whelms@cityofnsb.com	9/2/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	7-15-25
Lauren Gaurel	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	8/5/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

Need a updated Water barricade for Street Closures

PD- Need to make officer requests via ODM ✓

Bldg Dept - major event permit required

LS Major Special Event

Banner Request: Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** 12-4-25

Road Closures:

Flagler - N. Atlantic to Pine

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

Special Event Application

Form Submission ID: 22632687
Submission Date/Time: 07/17/2025 at 2:09 pm
Form Status: New
Patron Email Address: fjdemarchi@hotmail.com
Name: Frank DeMarchi

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

NSB Food Festival

Name of Producer and/or Promoter

Flagler Avenue Business Association - Hospitality Group

Type of Organization

Non-Profit

Address

306 Flagler Avenue

City

New Smyrna Beach

State

Florida

Zip Code

32169

Work Phone

(386)871-5558

Home Phone

(386)871-5558

Fax

000-000-0000

Special Event Application

Website

FlaglerAve.com

Billing Information:

Is the party responsible for billing the same as above?

No

If no, please provide the proper information below.

Name

Jenny Norado

Address

306 Flagler Avenue, New Smyrna Beach, Florida 32169

EVENT INFORMATION:

Date(s) Requested

April 30, 2026

Location of Event

Flagler Avenue - North Atlantic Ave to Pine Street

Description of Event

NSB Food Festival

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

Will fees be collected on-site before/during the event?

No

Event Date:

04/30/2026

Event Start Time:

Special Event Application

05:00 pm

Event End Time:

09:00 pm

Set Up Start Time:

03:00 pm

Setup End Time:

5 ~~10~~:00 pm

Breakdown Start Time:

09:00 pm

Breakdown End Time:

10:00 pm

Alternative Date:

How will the general public be notified about a cancellation/ postponement of the event?

Social Media

Anticipated number of attendees?

2000

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

Annually, 17 years

Have you held this event in another city?

No

If yes, list location(s):

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and

Special Event Application

prepared to act to protect competitors and spectators during all competition and practice.

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Will you be using a sound system?

No

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Type of System:

Sound Start Time:

Sound End Time:

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Name of Contractor

Special Event Application

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

Yes

If yes, complete below.

How many vendor locations do you hope to accomodate?

10

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

Clothing, Food/Beverage, Jewelry, Other: crafts

Will there be food trucks at this event?

No

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

Yes

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

None are secured as of this date

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

PROMOTION: </B>

At what level will the event be promoted?

Regional

What type of publicity will be used?

Internet

Telephone number to be released for public information

386-871-5558

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

No

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

Yes

If yes, City Commission approval will be required.

If yes, list road name(s):

Flagler Avenue from North Atlantic to Pine Street

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

Yes

Special Event Application

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

0

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

New Smyrna Beach Police Department

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

CONFIRMATION:

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time.

Contact Name & Phone Number (1):

Frank DeMarchi 386-871-5558

Contact Name & Phone Number (2):

Elaine Stathakis 415-336-0194

Upload Site Map

\Question Answers Only\82\ROTATING TASKS - ADMIN I.docx

Upload Documents

\Question Answers Only\83\ROTATING TASKS - ADMIN I.docx

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Special Event Application

Printed Name:

Frank DeMarchi

Date:

07/17/2025

City of New Smyrna Beach
Leisure Services Department
Banner Reservation Form

Event Name NSB Food festival

Event Date APRIL 30 2026 Dates Requested April 16 - 30 2026

Organization FABA

Contact Name Frank DeMarchi

Email Address FJDeMarchi@hotmail.com

Contact Phone/Day 386 871 5558 Evening 386 871 5558

There is a 2 week maximum time that banners may stay up. Location of banner placement is not guaranteed. Due to increase in demand, the Leisure Services Department will do its best to accommodate special requests, but they are not guaranteed.

Banner Requirements (Banners must meet these requirements)

1. Banner size should be **vertical** 4x6 with a 3" hem on the top and bottom, along with a grommet on each corner just above the hem. They must also be **double sided**.
2. Banners must be built to withstand a minimum of 25 MPH winds.
3. Number of banners and placement are based on availability with a **Maximum of 2** banners per event.
4. Banners are only installed and taken down on **Mondays**. They must be delivered to the Leisure Service Department the **Friday** before they are scheduled to go up. Banners must be picked up at the Leisure Services Department within **2 days after** they are taken down. The Leisure Services Department does not have a place to store your banners.
5. If your banners are not delivered on time, you may forfeit your reservation.

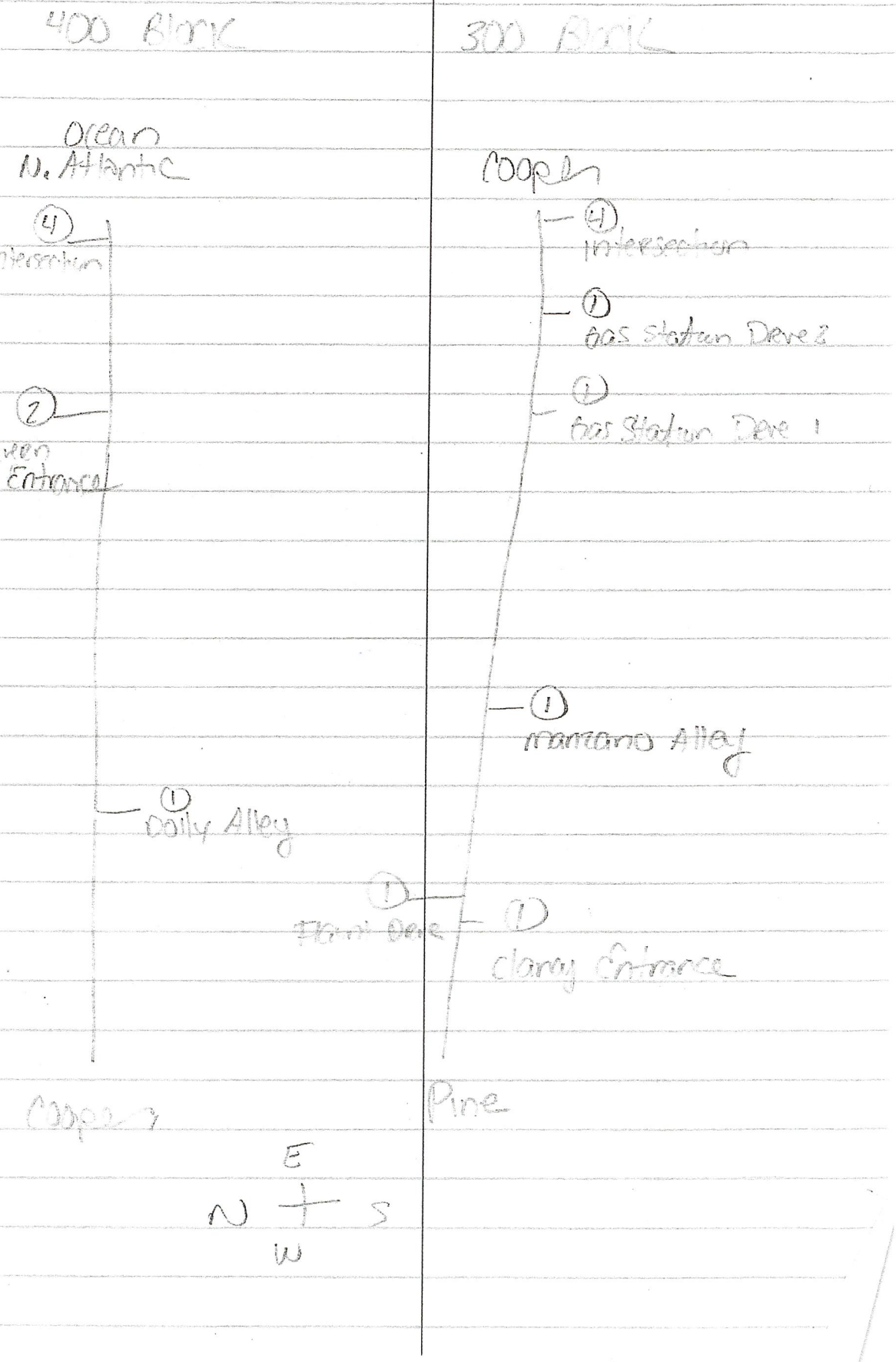
I have read and understand the requirements for banner specifications and placement. I further understand that the number and placement of banners is strictly up to the discretion of the Leisure Services Department.

Print Name Frank DeMarchi, FABA Manager Date 7/11/25

Signature FDeMarchi

Food festival site map

Saw horse placement = 20 total



THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE NSB SHRIMP & SEAFOOD FOOD FESTIVAL 2026, TO BE HELD ON THURSDAY AUGUST 6, 2026.

January 13, 2026

Background:

The FABA Hospitality Group requests approval to present their 2026 New Smyrna Beach Shrimp & Seafood Food Festival to be held on Thursday August 6, 2026 starting at 5pm and ending at 9pm. The festival will be held on Flagler Avenue beginning at N. Atlantic Avenue westbound to Pine Street, which will be closed to vehicle traffic. The intersection of Pine Street at Flagler Avenue will remain open to traffic, with barricades at the Eastern perimeter. Set up for the festival will start at 3pm with the closure of Flagler Avenue from N Atlantic Avenue westbound to Pine Street. Festival breakdown will be complete, and Flagler Avenue will be reopened to traffic by 10pm. This event has been held annually in NSB. There will be no admission charge to the festival, with an anticipated 2,000 attendees. The festival does not allow the sale or consumption of alcoholic beverages on Flagler Avenue or on any City Right of Way. The festival will have ten 10'x10' tents aligned on Flagler Avenue, between N. Atlantic Avenue and Pine Street. Security for the event will be provided by NSB Police Department officers. The NSB Fire Department will inspect all food vendors for fire safety.

Findings:

Staff recommends approval of the NSB Shrimp & Seafood Food Festival 2026, to be held on Thursday August 6, 2026.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Leisure Services Major Event Fee: $532.50

Banner Fee (2): $53.25

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

NSB Shrimp & Seafood Festival on Thurs August 6 2026.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Shrimp + Seafood Festival

Event Date: August 6, 2026

Contact Information: Frank DeMarco - FABA

Brief Event Description: Seafood Festival on Flagler Ave

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	12/2/25
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	9/16/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	9/16/25
	Fire Department	386-402-7631	dwiech@cityofnsb.com	9/16/25
Sgt. W. Helms	Police Department	386-424-2297	whelms@cityofnsb.com	9/16/25
	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	9/16/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	9/19/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

PD - officers were requested in OOM (2 ofcs)
Planning - Provide [redacted] alternative parking plan
Bldg - no building permit required
LS Major Special Event

Banner Request: Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** 12-4-25

Road Closures:

Flagler Ave N. Atlantic to Pine

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

Special Event Application

Form Submission ID: 22628780
Submission Date/Time: 07/17/2025 at 10:05 am
Form Status: New
Patron Email Address: fjdemarchi@hotmail.com
Name: Frank DeMarchi

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

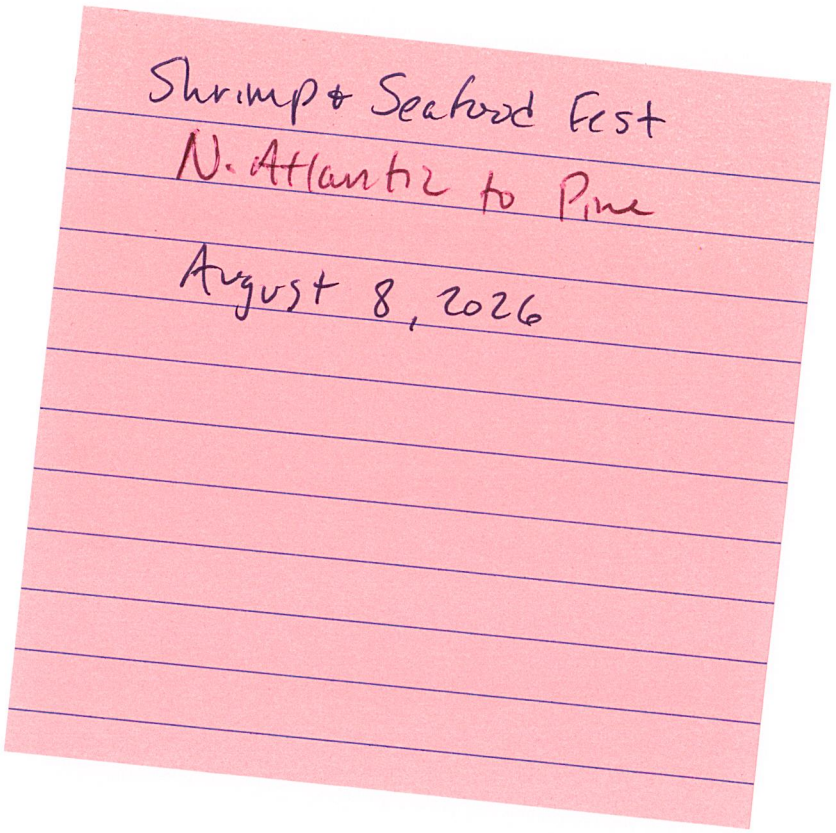
NSB Shrimp and Seafood Festival

Name of Producer and/or Promoter

Flagler Avenue Business Association - Hospitality Group

Type of Organization

Non-Profit



Address

306 Flagler Avenue

City

New Smyrna Beach

State

Florida

Zip Code

32169

Work Phone

(386)871-5558

Home Phone

(386)871-5558

Fax

000-000-0000

Special Event Application

Website

FlaglerAve.com

Billing Information:

Is the party responsible for billing the same as above?

No

If no, please provide the proper information below.

Name

Jenny Norado

Address

306 Flagler Avenue

EVENT INFORMATION:

Date(s) Requested

August 6, 2026

Location of Event

Flagler Avenue - North Atlantic Ave to Pine Street

Description of Event

NSB Shrimp & Seafood Festival

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

Will fees be collected on-site before/during the event?

No

Event Date:

08/06/2026

Event Start Time:

Special Event Application

05:00 pm

Event End Time:

09:00 pm

Set Up Start Time:

03:00 pm

Setup End Time:

5/6 10:00 pm

Breakdown Start Time:

09:00 pm

Breakdown End Time:

10:00 pm

Alternative Date:

How will the general public be notified about a cancellation/ postponement of the event?

Social Media

Anticipated number of attendees?

2000

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

Annually, 17 years

Have you held this event in another city?

No

If yes, list location(s):

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and

Special Event Application

prepared to act to protect competitors and spectators during all competition and practice.

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Will you be using a sound system?

No

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Type of System:

Sound Start Time:

Sound End Time:

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Name of Contractor

Special Event Application

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

Yes

If yes, complete below.

How many vendor locations do you hope to accomodate?

10

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

Outside of existing merchants, 10+ crafts, sponsors, community groups

Will there be food trucks at this event?

No

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

Yes

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

None secured as of this date.

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

PROMOTION: </B>

At what level will the event be promoted?

Regional

What type of publicity will be used?

Internet

Telephone number to be released for public information

386-871-5558

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

No

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

Yes

If yes, City Commission approval will be required.

If yes, list road name(s):

Flagler Avenue from North Atlantic Ave to Pine Street

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

Yes

Special Event Application

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

0

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

New Smyrna Beach Police Department

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

CONFIRMATION:

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time.

Contact Name & Phone Number (1):

Frank DeMarchi 386-871-5558

Contact Name & Phone Number (2):

Elaine Stathakis 415-336-0194

Upload Site Map

\Question Answers Only\74\ROTATING TASKS - ADMIN I.docx

Upload Documents

\Question Answers Only\75\ROTATING TASKS - ADMIN I.docx

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Special Event Application

Printed Name:

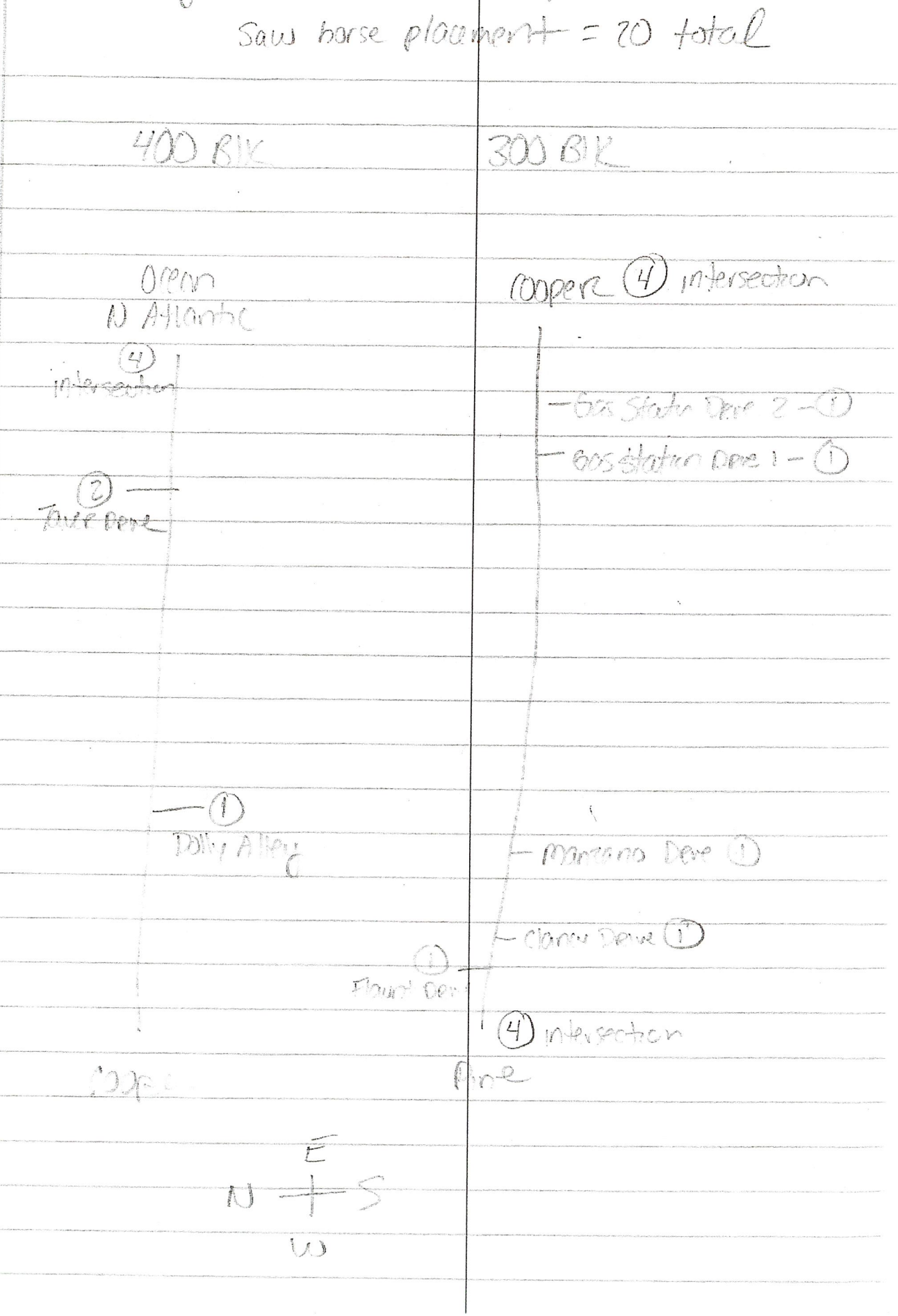
Frank DeMarchi

Date:

07/17/2025

Seafood Festival Site Map

Saw horse placement = 20 total



THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE LIGHT UP FLAGLER EVENT 2026, TO BE HELD ON FRIDAY DECEMBER 4, 2026.

January 13, 2026

Background:

The Flagler Avenue Business Association (FABA) is requesting approval to present their Light Up Flagler Event 2026, to be held on Friday, December 4, 2026. The event will start at 5:00pm and end at 8:00pm, with a set up time from 3:00pm to 5:00pm and a breakdown from 8:00pm to 9:00pm. The event will include a mini pop-up pooch parade at 6:15pm, and a golf cart parade at 7:00pm to be held within the confines of the barricaded area. There will be no alcohol sales or consumption on Flagler Avenue or in any City right of way during the event. This event will require the closure of Flagler Avenue, from the eastern intersection perimeter of Peninsula Avenue eastbound to N. Atlantic Avenue. Security for the event will be provided by NSB Police Department Officers.

Findings:

Staff Recommends the approval of the Light Up Flagler Event 2026, to be held on Friday December 4, 2026.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Leisure Services Major Event Fee: $532.50

Banner Fee (2): $53.25

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

2026 Light Up Flagler on Friday Dec 4 2026.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Light Up Flagler

Event Date: Dec. 4, 2026

Contact Information: Frank

Brief Event Description: Holiday Event on Flagler Ave

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	10/21/25
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	7-15-25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	7-15-25
	Fire Department	386-402-7631	dwiech@cityofnsb.com	10/21/25
Sgt. W. Helms	Police Department	386-424-2297	whelms@cityofnsb.com	9/2/25
	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	7/15/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	10/21/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

Need a updated water barricade for Street Closure.
PD- officers requested in COM
Bldg - no bldg permit required.
LS Major Special Event

Banner Request: Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** 12-4-25

Road Closures:

Flagler Ave N. Atlantic to Peninsula

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

Special Event Application

Form Submission ID: 22628474
Submission Date/Time: 07/17/2025 at 9:50 am
Form Status: New
Patron Email Address: fjdemarchi@hotmail.com
Name: Frank DeMarchi

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

Light of Flagler

Name of Producer and/or Promoter

Flagler Avenue Business Association

Type of Organization

Non-Profit

Address

306 Flagler Avenue

City

New Smyrna Beach

State

Florida

Zip Code

32169

Work Phone

(386)871-5558

Home Phone

(386)871-5558

Fax

0000000000

Dec. 4, 2026
Light Up Flagler
Parade
N. Atlantic to Peninsula

Special Event Application

Website

flaglerave.com

Billing Information:

Is the party responsible for billing the same as above?

No

If no, please provide the proper information below.

Name

Jenny Norado

Address

306 Flagler Avenue

EVENT INFORMATION:

Date(s) Requested

12-4-26

Location of Event

Flagler Avenue - North Atlantic Ave to Peninsula

Description of Event

Light Up Flagler

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

Will fees be collected on-site before/during the event?

No

Event Date:

12/04/2026

Event Start Time:

Special Event Application

05:00 pm

Event End Time:

08:00 pm

Set Up Start Time:

03:00 pm

Setup End Time:

05:00 pm

Breakdown Start Time:

08:00 pm

Breakdown End Time:

09:00 pm

Alternative Date:

How will the general public be notified about a cancellation/ postponement of the event?

Social Media

Anticipated number of attendees?

2000

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

Annually, 37 years

Have you held this event in another city?

No

If yes, list location(s):

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and

Special Event Application

prepared to act to protect competitors and spectators during all competition and practice.

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Will you be using a sound system?

No

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Type of System:

Sound Start Time:

Sound End Time:

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Name of Contractor

Special Event Application

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

Yes

If yes, complete below.

How many will participate?

25

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Within the event a mini pop-up dog parade will take place at 6:15pm followed by a golf cart parade at 7pm. Owners/dogs gather at the Beacon parking lot and then walk west to Hampton Inn. Golf carts gather at the beach approach on Flagler and ride west to Hampton Inn.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

No

If yes, complete below.

How many vendor locations do you hope to accomodate?

0

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

Will there be food trucks at this event?

No

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

Yes

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

None are secured as of this date.

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

PROMOTION: </B>

At what level will the event be promoted?

Regional

What type of publicity will be used?

Internet

Telephone number to be released for public information

386-871-5558

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

No

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

Yes

If yes, City Commission approval will be required.

If yes, list road name(s):

Flagler Avenue from North Atlantic to Peninsula

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

Yes

Special Event Application

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

0

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

New Smyrna Beach Police Department

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

CONFIRMATION:

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time.

Contact Name & Phone Number (1):

Frank DeMarchi 386-871-5558

Contact Name & Phone Number (2):

Elaine Stathakis 415-336-0194

Upload Site Map

\Question Answers Only\72\ROTATING TASKS - ADMIN I.docx

Upload Documents

\Question Answers Only\73\ROTATING TASKS - ADMIN I.docx

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Special Event Application

Printed Name:

Frank DeMarchi

Date:

07/17/2025

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE ANNUAL COMMUNITY MARTIN LUTHER KING JR DAY MARCH AND OBSERVANCE, TO BE HELD ON MONDAY, JANUARY 19, 2026.

January 13, 2026

Background:

Westside Ministerial Alliance request approval to hold their Annual Community Martin Luther King Jr Day March and Observance, to be held on Monday January 19, 2026. The event will commence at the Mary Harrell Museum proceeding southbound to Washington Street, turn eastbound proceeding to Myrtle Avenue, turn southbound continuing to SR 44. At SR 44 there will be a pause for prayer. The procession will walk over the MLK Bridge and continue to Live Oak Street, turning northbound to Canal Street, turning westbound to Myrtle Avenue turning northbound to finish at the Babe James Center. The procession will require police along of the streets and intersections along the parade route. Police will hold traffic at intersections while the march proceeds when necessary and will provide coverage for the march at the front and rear of procession.

Findings:

Staff recommends the approval of the Annual Community Martin Luther King Jr Day March and Observance, to be held on Monday January 19, 2026.

Fiscal Analysis:

No fees are administered for this event.

Historically, the city has no administered fees for this event.

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Annual Comm MKL Jr Day March on Monday Jan 19 2026.pdf
MLK MARCH & OBSERVANCE MAP.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Annual Community Martin Luther King Jr. Day March and Observance

Event Date: January 19, 2026

Contact Information: Rev Kenneth Harley or Rev. Neal Coates

Brief Event Description: Annual Martin Luther King Jr. Day March and Observance

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
[signature]	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	12/2/25
[signature]	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	10/21/25
[signature]	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	10/21/25
[signature]	Fire Department	386-402-7631	dwiech@cityofnsb.com	10-21-25
Sgt. W. Helms	Police Department	386-424-2297	whelms@cityofnsb.com	10/21/25
[signature]	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	10/22/25
[signature]	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	10/21/25

Conditions of Approval:

*Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled

PD- Will ensure safe route

Bldg- no bldg permit required

LS - No Fees

Banner Request: Yes ☐ No ☑ **Entered into RecTrac** N/A **Agenda Item Complete** 12-4-25

Road Closures:

City Commission Approval Required? Yes ☐ No ☐ **City Event?** Yes ☐ No ☐

Special Event Application

Form Submission ID: 24377474
Submission Date/Time: 10/20/2025 at 2:10 pm
Form Status: New
Patron Email Address: fisherneal@yahoo.com
Name: Rev. Kenneth or Neal Harley and Coates

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

Annual Community Martin Luther King Jr Day March and Observance

Name of Producer and/or Promoter

Westside Ministerial Alliance

Type of Organization

Non-Profit

Address

214 N. Myrtle Avenue

City

New Smyrna Beach

State

FL

Zip Code

32168

Work Phone

(386)426-0118

Home Phone

(386)478-3482

Fax

386-410-2891

Special Event Application

Website

cityofnsb.com

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Date(s) Requested

January 19, 2026

Location of Event

Mary Harrell Museum- Washington St.-Myrtle Ave.,-St. Rd 44- MLK bridge- Live Oak-Myrtle-Babe James

Description of Event

Annual Community Martin Luther King Jr. Day March and Observance

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

Will fees be collected on-site before/during the event?

No

Event Date:

01/19/2026

Event Start Time:

09:00 am

Special Event Application

Event End Time:

12:00 pm

Set Up Start Time:

08:00 am

Setup End Time:

09:00 am

Breakdown Start Time:

11:30 am

Breakdown End Time:

12:00 pm

Alternative Date:

How will the general public be notified about a cancellation/ postponement of the event?

Social media and local news stations

Anticipated number of attendees?

300

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

Annual MLK Day

Have you held this event in another city?

No

If yes, list location(s):

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

Special Event Application

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Will you be using a sound system?

No

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Type of System:

Sound Start Time:

Sound End Time:

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Name of Contractor

n/a

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

n/a

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

n/a

Address

n/a

Phone Number

()-

Fax Number

Proof of insurance is required for all special events.

Insurance Company

n/a

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

Yes

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

Yes

If yes, complete below.

How many vendor locations do you hope to accomodate?

10

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

clothing, food/beverage, jewelry, and art. Number unknown at this time.

Will there be food trucks at this event?

Yes

PROPOSED SPONSORS: </B>

Will there be any sponsors?

Yes

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

Number of sponsors with on-site visibility unknown at this time.

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

n/a

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

Non-Profit/501C-3 (see below)

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Newspaper,Radio,Television,Internet

Telephone number to be released for public information

386-478-3482

<b> SIGNS: </B>

Will you be using signs at your event?

Yes

How many signs and what dimensions?

The number of signs unknown at this time. Typically use 3x5 banners or smaller.

Will you use temporary structures?

No

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

n/a

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

Yes

If yes, City Commission approval will be required.

If yes, list road name(s):

Washington St., MLK bridge temporarily (St. Rd-44), Live Oak, Canal and N. Myrtle Ave

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

No

Special Event Application

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

0

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

Fire department and police department normally participates in the event.

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

CONFIRMATION:

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time.

Contact Name & Phone Number (1):

Kenneth Harley (386) 478-3482

Contact Name & Phone Number (2):

Neil Coates (386) 424-8034

Upload Site Map

\Question Answers Only\377\Site MAP for MLK March.docx

Upload Documents

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Printed Name:

Special Event Application

Irma Terry

Date:

10/20/2025

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION

SPECIAL EVENTS:

A **Special Event** is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation.

Application for Special Events must be submitted at least thirty (30) days in advance of the requested event.

*This application is **not** a permit to conduct a special event.*

1 **REQUIRED INFORMATION:**

1.1 Name of Event: **Annual Community Martin Luther King Jr Day March and Observance**

1.2 Name of Producer and/or Promoter: **Westside Ministerial Alliance**

1.3 Type of Organization **X Non-Profit** For-Profit D Charitable D Government

1.4 Contact Person: **Rev. Kenneth Harley or Rev. Neal Coates**

1.5 Address: **214 N. Myrtle Avenue**

1.6 City: **New Smyrna Beach** State: **Florida** Zip Code: **32168**

1.7 Church Phone: **386.426.0118** Cell: **386.424.8034 Coates 386.478.3482 Harley**

2 Email: **Kennetheharley@hotmail.com or Fisherneal@yahoo.com**

3 **BILLING INFORMATION:**

3.1 Is the party responsible for billing the same as above? **X Yes** D No

If no, please provide the proper information below:

Name:_____ Address:_____

4 **EVENT INFORMATION:**

4.1 Date(s) Requested: **January 19, 2026**

4.2 Location of Event: **Commencing at the Mary Harrell Museum to Washington Street, to Myrtle Avenue, to SR 44, Stopping at MLK Bridge for Prayer, to Live Oak to Canal to Myrtle to Babe the James Center.**

4.3 Description of Event: **Annual Community Martin Luther King Jr. Day March and Observance**

4.4 Site Plans are required and must include: **N/A**
□ Pedestrian Access □ Parking and Vehicular Access □ Location of Port-o-Lets (if any)
□ Dumpsters and/ or Trash Cans □ Number and Location of Vendor Display Areas Venue/ Stage (if any) □ Tents □ Barricades/ Cones

4.5 Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

4.6 Will an admission fee be charged for the event? □ Yes **X** No
Will an admission fee be charged prior to the event? □ Yes **X** No
Will fees be collected on-site before/ during event? □ Yes **X** No

4.7

Event time:	**Date:1/19/26**	**Start: 9:00**	**a.m.**/ p.m.	End:	**9:30a.m./** p.m.
Set-up:	Date: **N/A**	Start	a.m./ p.m.	End:	a.m./ p.m.
Breakdown:	Date: **N/A**	Start:	a.m./ p.m.	End	a.m./ p.m.
Rain date:	Date: **N/A**	Start:	a.m./ p.m.	End	a.m./ p.m.

How will the general public be notified about a cancellation/ postponement of the event?
Through Social Media and local news stations .Anticipated number of attendees: **300**

4.8 Have you held this event in the City of New Smyrna Beach previously? **X Yes** □ No
If yes, previous date(s) **Annually MLK Day** :_Location(s):**Same route and Babe James Center**
Have you held this event in another City? **X No** □ Yes If yes, list location_____

4.9 Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason? □ Yes **X No**
NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

4.10 Will the special event involve the use of aircraft? □ Yes **X No**
NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as "additionally insured."

4.11 Will the special event involve the use of motorcycles? □ Yes **X No**

5 **ENTERTAINMENT: N/A**

5.1 Will there be entertainment? □ Yes **X No**

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

_____

_____

5.2 Will you be using a sound system? □ Yes □ No A bull horn will be used for the prayer on the Bridge/

NOTE: The City's Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

5.3 Name of Contractor:_____Type of System:._____

5.4 Sound Time: Start:_____a.m./ p.m. End:____ a.m./ p.m.

5.5 Will there be carnival games and/or rides? □ Yes □ No If yes, please describe the types of games and/or rides_____

_____

5.6 Name of Contractor: .....

5.7 Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

5.8 Insurance Company: Policy Number:._____

6 **SPECIAL EFFECTS: N/A**

6.1 Will there be any special effects used? □ Yes **X** No If yes, complete below.

6.2 Type of effects: □ Fireworks □ Laser light show □ Special effect balloons/hot air device

Signs, special lighting, wind operated devices including pennants or banners or any devices intended to catch the eye of passersby. □Other

6.3 Effect time: Date:_____Start:____ a.m./p.m. End:____ a.m./p.m.

6.4 Location of Special Effects: _____

6.5 Effects Producer/ Company Name: _____

6.6 Address: _____

6.7 Phone Number: _____Fax Number _____

6.8 Proof of insurance is required for all special events.

Insurance Company:_____Policy Number: _____

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

7 **PARADES:**

7.1 Will this be considered a parade? □Yes **X No** If yes, complete below. **It will be people Marching/ Walking**

7.2 How many will participate? _____

7.3 Plan of route attached? **X Yes** □ No

7.4 Parade Time: Date: **1/19/26** Start: **9:00 a.m./** p.m. End: **9:30 a.m./** p.m.

7.5 Breakdown: Date: Start: a.m./ p.m End: a.m./ p.m.

7.6 Rain Date: Date: Start: a.m./ p.m End: *a.m/* p.m.

7.7 Will the parade require any road closures? □ Yes **X No** If yes, City Commission approval will be required.

8 **PROPOSED RETAIL SALES N/A**

8.1 Will there be any retail sales? □ Yes □ No If yes, complete below.

8.2 How many vendor locations do you hope to accommodate? _____

8.3 Type of vending (including number of each):

□ Clothing □ Food/ Beverage □Jewelry

□ Other (describe)_____

9 **PROPOSED SPONSORS: N/A**

9.1 Will there be any sponsors? □ Yes □ No If yes, complete below.

9.2 How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising).

_____

_____

10 **ALCOHOLIC BEVERAGES/ LIQUOR LIABILITY: N/A**

10.1 Will alcoholic beverages be dispensed, provided, or served?
□ Yes **X No** If yes, complete below.

10.2 Name of organization licensed to sell alcohol at the event: _____

10.3 Limit of liquor liability coverage, if required, will not be less than $500,000.

10.4 The organization hosting the event is: □ For-Profit □ Non-Profit/ 501C-3 (see below)

10.5 A copy of the liquor license must be submitted five business days prior to the event.

10.6 Beer Gardens- An applicant who is requesting beer gardens for an event must provide a copy of a liquor license and special event alcohol license issued by the State of Florida. The Police Department will evaluate the security measures to determine the amount of police officers that must be hired.

11 **PROMOTION:**

11.1 At what level will the event be promoted? **X Local** □ Regional □ National □ International

11.2 What type of publicity will be used? **X Newspaper X Radio X Television X Internet**
□ Direct Mail □ Billboard□ Other _____

11.3 Telephone number to be released for public information: **386.478.3482 or 386.424.8034**

12 **SIGNS: N/A**

12.1 Will you be using signs at your event? □ Yes **X** No If yes, complete below.

12.2 How many signs and what dimensions? _____

12.3 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) before digging.

NOTE: Signs may be erected no more than 14 days prior to the special event on private property. All signs shall be removed no later than the day after the event, and must conform to the requirements in the City's Code of Ordinances.

13 **FACILITY REQUIREMENTS: N/A**

13.1 Will you use temporary structures? **X No** □ Yes, complete below.
Stages □ Tents □ Scaffolding □ Booths □ Fences □ Barricades □ Cones

□ Other .....

13.2 How many tents exceeding 120 square feet or greater? _____
(Tents 120 square feet or greater will require tent permits.)

13.3 Tent locations and sizes must be included on the site plan. _____

_____

13.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

_____

13.5 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) a minimum of 48 hours in advance of any special event activity or setup.

14 **TRAFFIC AND PARKING:**

14.1 Will normal traffic patterns be altered by the event? **X Yes** □ No **Temporary**

14.2 Will there be any road closures? **X No** □ Yes, Road Name:_____
(If a road is requested to be closed, City Commission approval is required.)

14.3 Cones, barricades, and fencing are to be provided by the applicant and can be rented from a barricade or rental company.

14.4 Will public parking areas, streets, sidewalks, etc., be restricted or obstructed? □Yes **X No**

14.5 Will the event have on-site parking? **X Yes** □ No

14.6 Will the event require off-site parking? □ Yes **X No**

14.7 Will a shuttle be used to transport people to the off-site parking area? **N/A**

14.8 Handicapped parking must meet the requirements of Florida Statute 553.5041

14.9 A detailed parking plan is required for all parking areas, indicating how all security, fire protection, and emergency vehicles can access a site.

15 **PORT-0-LETS: N/A**

15.1 The applicant shall be required to provide adequate facilities to cover the amount of participates.

15.2 How many Port-O-Lets will be on-site? _____

15.3 The location of the Port-O-Lets must be included on the site plan.
RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio.

16 **SANITATION: N/A**

16.1 If dumpster service is needed it is required that refuse service be provided through the City's Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212.

16.2 Payment arrangements should be made prior to the event though the Public Works Department.

16.3 Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well.

16.4 Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

17 **SECURITY/ EMERGENCY FIRE/ MEDICAL SERVICES:**

17.1 What are your plans for providing security at the event? The Fire Department normally participates.

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.

There will be a minimum requirement of five (5) business days to evaluate the event requirements.

NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

18 **CONFIRMATION:**

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature: _____

Printed Name: **Pastor E. Kenneth Harley**

Date: **10/07/25** of Applicant: **President** Affiliation: **Ministerial Alliance**

Event Contact Information:

Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name	Contact on-site Phone number	Time Period
Rev. Kenneth Harley	**386.478.3482**	**Entire Duration**
Rev. Neal Coates	**386.424.8034**	**Entire Duration**


Starting @ Mary S. Harrell Black Heritage Museum
Ending @ Babe James Community Center
N. Myrtle Ave.
Canal St.
Live Oak St.
Lytle Ave. (HWY44)
Mary S. Harrell Black Heritage Museum
Babe James Community Center
Howell Plumbing
American Legion Post 17
Auntie 's Soul Food Kitchen
Lutz Plumbing
Motor City Mechanics
Lexington Place
Larkin Orthodontics
Haven On Canal
Corkscrew Bar and Grille
Bitstop Bitcoin ATM
Arts on Douglas
Parks Dermatology Center
AdventHealth New Smyrna Beach ER
Google


Live Oak St.
Lytle Ave. (HWY44)
Canal St.
N. Myrtle Ave.
Starting @ Mary S. Harrell Black Heritage Museum
Ending @ Babe James Community Center
S Riverside Dr
Palmetto St
S Orange St
S Dixie Fwy
Chestnut St
S Myrtle Ave
N Myrtle Ave
Park Blvd
Milford Pl
Robert St
Bay St
Ingham Rd
Magnolia St
Live Oak St
Google

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

CONSIDER THE APPROVAL OF AN EMPLOYMENT CONTRACT FOR THE CITY CLERK.

January 13, 2026

Background:

An employment contact for the City Clerk is presented to the City Commission for your review and approval.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Sharon Taylor-Harding City Clerk Contract.pdf
Sharon Taylor-Harding Employment Contract City Clerk.pdf

CITY CLERK EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into the 9th day of September, 2025, between the City Commission of the City of New Smyrna Beach, a municipal corporation, hereinafter called the "City," and Sharon Taylor-Harding, hereinafter called "Employee," pursuant to the following terms and conditions:

WHEREAS, the City Commission, by unanimous vote, appointed the Employee as Interim City Clerk at the special meeting held on January 23, 2025; and

WHEREAS, the Interim City Clerk has successfully served in the role for the past seven months and the City wishes to establish with the Employee certain terms and conditions of employment for this position, and to provide certain employee benefits to Employee; and

WHEREAS, the City and Employee mutually agree and assent to the terms and conditions within this employment contract.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties.

A. As City Clerk for the City of New Smyrna Beach, Employee agrees to perform the City Clerk duties and functions required by the job as provided in the City Charter, City Code and job description, and to perform such other legally permissible and proper duties and functions associated to those of a City Clerk as the City shall require.

B. The City acknowledges that the position of City Clerk is currently that of a professional administrator and Charter Officer of the City of New Smyrna Beach serving at the pleasure of the City Commission.

C. Other than as expressly permitted by the City Commission, Employee's exclusive employment will be with the City and Employee will forego employment or affiliation with all other firms, corporations, and/or other entities while she is employed under this Contract. Employee will not render

services for compensation to any other person, firm, corporation, and/or other entity without the express permission of the City Commission.

Section 2. Term.

A. Employee's term of employment as City Clerk shall commence August 26, 2025, and shall remain in effect until January 13, 2026, unless terminated by either party in accordance with the terms and conditions of this Contract.

B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of Employee at any time, subject to the provisions set forth in Section 3 below.

C. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City subject to the provisions set forth in Section 4 below.

Section 3. Termination by City and Severance Pay.

A. In the event Employee is terminated without cause by a vote of four members of the City Commission or resigns at the formal request of the City Commission made in a public meeting during such time that Employee is willing to perform her duties under this Contract, the City agrees to provide Employee payment of twenty (20) weeks compensation. Compensation shall include salary, retirement contribution and employer-funded insurance benefits. Employee may choose to receive cash payments in a lump sum or periodically. The Employee shall also receive payment for the balance of all personal leave accrued. Said personal leave payment will be made in accordance with the City's policy governing other employees. The lump sum cash payment shall be made the next pay period following the termination date. In exchange for the payment described above, the Employee shall waive all claims against and release the City from any further financial obligation to Employee pursuant to this Contract.

B. In the event Employee is terminated for cause by a vote of three members of the City Commission because of conduct unbecoming a public official, including but not limited to criminal conduct or gross incompetence, the City shall have no obligation to pay the aggregate severance sum designated in subparagraph A above. Pursuant to this Contract, "gross incompetence" shall mean a written finding by a third-party firm whose credentials are verified by the Florida League of Cities and the Florida Association of City Clerks, with payment of all associated costs of obtaining such investigation being the sole responsibility of the City. If Employee's employment is terminated pursuant to this subsection, then the City shall pay to Employee all accrued compensation due Employee up to Employee's final day of employment, including any accrued personal leave. The City shall have no further financial obligation to Employee pursuant to this Contract.

C. On January 13, 2026, the City Commission shall consider entering into a new employment agreement with the City Clerk, unless a referendum passes eliminating the City Clerk as a Charter Officer in the City Charter. In that event, Employee may continue her employment with the City as a City Clerk, under the direct supervision of the City Manager, with no reduction in salary or benefits. At that time, Employee shall be considered a Department Head and the provisions of this agreement shall no longer apply. Employee would be subject to the City Personnel Policies and Procedures, consistent with other Department Heads.

Section 4. Termination by Employee.

In the event the Employee voluntarily resigns her position with the City, Employee shall give the City at least four weeks written notice in advance, unless waived at the sole discretion of the City. If Employee voluntarily resigns pursuant to this Section, the City shall pay to Employee all accrued compensation due Employee up to Employee's final day of employment, including any accrued personal leave as stated in the City's Policy and Procedure Manual. The City shall have no further financial obligation to Employee pursuant to this Contract. Employee shall not be entitled to receive severance pay.

Section 5. Salary.

For services rendered under this Contract, the City will pay Employee a salary on the same schedule that it pays its other employees, in equal payments determined by dividing $103,955.20 by the number of pay periods in a calendar year. Thereafter, City Clerk shall receive any general across the board pay plan adjustments that may be applicable to non-bargaining unit employees of the City, as approved in the City's Annual Budget. During the term of this agreement, the City Commission agrees to review the Employee's performance annually, at the same time as the other Charter Officers, beginning in 2026. The City Commission has the sole discretion to increase the salary of the City Clerk based upon financial considerations, as well as satisfactory performance as determined by the City Commission. Said amount may be increased by formal action of the City Commission without opening and/or amending this Contract and/or Section.

Section 6. Benefits.

The City agrees to provide Employee, if so elected, certain fringe benefits that are granted other employees at the Department Head level, such as but not limited to retirement contributions, personal leave, insurance benefits, and holidays.

Section 7. Professional Development.

A. Subject to City policy, State law and annual budget appropriations, the City agrees to pay reasonable professional dues and subscriptions of Employee necessary for her continuation and participation as a member in national, regional, state and local professional associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the City. Employee shall not hold office in any local, state, regional or national professional association or organization without prior approval of the City.

B. Subject to City policy, State law and annual budget appropriations, the City agrees to pay the travel and subsistence expenses of Employee for reasonable professional and official travel, meetings, and occasions adequate to

continue the professional development of Employee and to adequately pursue necessary official and other functions of the City.

Section 8. Attorney's Fees.

If any litigation is commenced between the parties concerning any provision of this Contract or the rights and duties of any person in relation thereto, each party shall bear their own attorney's fees and expenses incurred in connection therewith.

Section 9. Other Terms and Conditions.

A. If any provision or any portion thereof contained in this Contract is held to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Contract by the other shall not operate to be construed as a waiver of any subsequent breach by that party.

C. The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee except as provided in any benefits, including without limitation, retirement, disability and death benefits.

D. This Contract contains the entire agreement of the parties. It may not be changed verbally, but only by an agreement in writing signed by the parties.

E. This Contract shall be governed by Florida law and any litigation which may arise from this Contract shall be filed and litigated in Volusia County, Florida.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City of New Smyrna Beach has caused this Contract to be signed and executed on its behalf by its Mayor and duly attested by the City Manager, and the Employee has signed and executed this Contract, both in duplicate, the day and year first above written.

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

EMPLOYEE

Sharon Taylor-Harding

ATTEST:

Kevin Cowper, City Manager

Approved as to Form and Correctness:

Carrie Avallone
City Attorney

CITY CLERK EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into the 13th day of January, 2026, between the City Commission of the City of New Smyrna Beach, a municipal corporation, hereinafter called the "City," and Sharon Taylor-Harding, hereinafter called "Employee," pursuant to the following terms and conditions:

WHEREAS, the City Commission, by unanimous vote, appointed the Employee as Interim City Clerk at the special meeting held on January 23, 2025; and

WHEREAS, the City Commission, by unanimous vote, appointed the Employee as City Clerk at the regular meeting held on September 9, 2025; and

WHEREAS, the Employee has successfully served in the role of City Clerk for the past year and the City wishes to establish with the Employee certain terms and conditions of employment for this position, and to provide certain employee benefits to Employee; and

WHEREAS, the City and Employee mutually agree and assent to the terms and conditions within this employment contract.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties.

A. As City Clerk for the City of New Smyrna Beach, Employee agrees to perform the City Clerk duties and functions required by the job as provided in the City Charter, City Code and job description, and to perform such other legally permissible and proper duties and functions associated to those of a City Clerk as the City shall require.

B. The City acknowledges that the position of City Clerk is currently that of a professional administrator and Charter Officer of the City of New Smyrna Beach serving at the pleasure of the City Commission.

C. Other than as expressly permitted by the City Commission, Employee's exclusive employment will be with the City and Employee will forego employment or affiliation with all other firms, corporations, and/or other entities while she is employed under this Contract. Employee will not render services for compensation to any other person, firm, corporation, and/or other entity without the express permission of the City Commission.

Section 2. Term.

A. Employee's term of employment as City Clerk pursuant to this Contract shall commence January 13, 2026, and shall remain in effect unless terminated by either party in accordance with the terms and conditions of this Contract.

B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of Employee at any time, subject to the provisions set forth in Section 3 below.

C. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City subject to the provisions set forth in Section 4 below.

Section 3. Termination by City and Severance Pay.

A. In the event Employee is terminated without cause by a vote of four members of the City Commission or resigns at the formal request of the City Commission made in a public meeting during such time that Employee is willing to perform her duties under this Contract, the City agrees to provide Employee payment of twenty (20) weeks compensation. Compensation shall include salary, retirement contribution and employer-funded insurance benefits. Employee may choose to receive cash payments in a lump sum or periodically. The Employee shall also receive payment for the balance of all personal leave accrued. Said personal leave payment will be made in accordance with the City's policy governing other employees. The lump sum cash payment shall be made the next pay period following the termination date. In exchange for the payment described above, the Employee shall waive all

claims against and release the City from any further financial obligation to Employee pursuant to this Contract.

B. In the event Employee is terminated for cause by a vote of three members of the City Commission because of conduct unbecoming a public official, including but not limited to criminal conduct or gross incompetence, the City shall have no obligation to pay the aggregate severance sum designated in subparagraph A above. Pursuant to this Contract, "gross incompetence" shall mean a written finding by a third-party firm whose credentials are verified by the Florida League of Cities and the Florida Association of City Clerks, with payment of all associated costs of obtaining such investigation being the sole responsibility of the City. If Employee's employment is terminated pursuant to this subsection, then the City shall pay to Employee all accrued compensation due Employee up to Employee's final day of employment, including any accrued personal leave. The City shall have no further financial obligation to Employee pursuant to this Contract.

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Section 5. Salary.

For services rendered under this Contract, the City will pay Employee a salary on the same schedule that it pays its other employees, in equal payments determined by dividing $107,073.86 by the number of pay periods in a calendar year. Thereafter, City Clerk shall receive any general across the board pay plan adjustments that may be applicable to non-bargaining unit

employees of the City, as approved in the City's Annual Budget. During the term of this agreement, the City Commission agrees to review the Employee's performance annually, at the same time as the other Charter Officers, beginning in 2026. The City Commission has the sole discretion to increase the salary of the City Clerk based upon financial considerations, as well as satisfactory performance as determined by the City Commission. Said amount may be increased by formal action of the City Commission without opening and/or amending this Contract and/or Section.

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The City agrees to provide Employee, if so elected, certain fringe benefits that are granted other employees at the Department Head level, such as but not limited to retirement contributions, personal leave, insurance benefits, and holidays.

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A. Subject to City policy, State law and annual budget appropriations, the City agrees to pay reasonable professional dues and subscriptions of Employee necessary for her continuation and participation as a member in national, regional, state and local professional associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the City. Employee shall not hold office in any local, state, regional or national professional association or organization without prior approval of the City.

B. Subject to City policy, State law and annual budget appropriations, the City agrees to pay the travel and subsistence expenses of Employee for reasonable professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions of the City.

Section 8. Attorney's Fees.

If any litigation is commenced between the parties concerning any provision of this Contract or the rights and duties of any

person in relation thereto, each party shall bear their own attorney's fees and expenses incurred in connection therewith.

Section 9. Other Terms and Conditions.

A. If any provision or any portion thereof contained in this Contract is held to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Contract by the other shall not operate to be construed as a waiver of any subsequent breach by that party.

C. The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee except as provided in any benefits, including without limitation, retirement, disability and death benefits.

D. This Contract contains the entire agreement of the parties. It may not be changed verbally, but only by an agreement in writing signed by the parties.

E. This Contract shall be governed by Florida law and any litigation which may arise from this Contract shall be filed and litigated in Volusia County, Florida.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City of New Smyrna Beach has caused this Contract to be signed and executed on its behalf by its Mayor and duly attested by the City Manager, and the Employee has signed and executed this Contract, both in duplicate, the day and year first above written.

CITY OF NEW SMYRNA BEACH

_____
Fred E. Cleveland, Mayor

EMPLOYEE

Sharon Taylor-Harding
_____
Sharon Taylor-Harding

ATTEST:

_____
Kevin Cowper, City Manager

Approved as to Form and Correctness:

_____
Carrie Avallone
City Attorney

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

CONSIDER THE APPROVAL OF SPECIAL EXCEPTION 2-25 LOCATED AT 707 CHESTON STREET, TO ALLOW A DWELLING UNIT ON THE SECOND FLOOR OF A PRINCIPLE COMMERCIAL STRUCTURE IN THE I-1, LIGHT INDUSTRIAL ZONING DISTRICT.

January 13, 2026

Background:

A. Applicant: Jay Lovett, PO Box 2056, New Smyrna Beach, FL 32170
B. Property Owner: Overland Capital Trust, PO BOX 2056, New Smyrna Beach, FL 32170
C. Request: Special Exception approval to allow an attached dwelling on an existing commercial structure zoned I-1, Light Industrial

D. Subject Parcel: The parcel is located on the east side of Cheston Street; Smyrna Oaks is to the east (fronts on Wayne Avenue), to the north along Cheston Street is Jane Avenue, and to the south is Francis Avenue. Parcel I.D.# 7440-12-00-0030

Exhibits used in this report:

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Current Site Plan

Exhibit D: Picture

Findings:

This case was considered by the Planning and Zoning Board at their regularly scheduled meeting on December 1, 2025. The Board voted 6-1 to recommend the City Commission *approve* the Special Exception request, with the condition that an additional parking space is added to the site.

The remainder of the staff report is unchanged from what the Planning and Zoning Board considered.

A. The applicant constructed a commercial two-story building at 707 Cheston Street which received its Certificate of Occupancy on October 19, 2025. The second floor was originally intended to be a storage/warehouse area. The owner has decided to now use the second flood as a residence, which is permitted with Special Exception approval.

B. The building itself has a 1,040 square foot footprint, in total the two-story building is 2,080 square feet in size. A two hour fire wall (drywall) was installed on the ceiling of the first floor to meet the Fire Department's standards.

C. Per the City's Land Development Regulations regarding the I-1 Light Industrial regulations: One attached dwelling is allowed for each principal commercial use when attached by common walls or floors as part of the principal commercial use structure, subject to the following:

(a) Off-street parking shall be provided in accordance with parking requirements for apartments as required in this LDR; **There are currently 3 parking spaces. An additional parking space will be required, and is included as a condition of approval.**

(b) Minimum floor area shall be 450 square feet of livable area for a one-bedroom unit; 550 square feet of livable area for a two-bedroom unit; and 700 square feet of livable area for a three-bedroom unit; **This criterion has been met. The second floor contains 1,040 square feet. There is adequate space to the rear of the property.**

(c) Other conditions may be required as the city commission deems necessary.

D. In addition to the criteria for above, there are three criteria that must be met for all special exceptions. These include:

(a) The requested use is listed among the special exceptions in the district for which application is made;

The use is a Special Exception in the I-1 zoning district. This criterion has been met

(b) The requested use will not impair the character of the surrounding or adjoining

districts, nor be detrimental to the public health, morals, or welfare; and

There are private residences across the street from the building already. This would not impact them negatively, in fact it may help keep the uses in the I-1 zoning district on the less impactful side, as there will be a residence above the industrial space. This criterion has been met.

(c) Adequate utilities, access roads, drainage, sanitation, and/or other necessary services and facilities are, or will be, available or provided for the proposed use.

The proposed use is in an existing building and will not further affect existing utilities, roads, draining and sanitation. This criterion has been met.

E. There is an external staircase on the back of the building that allows ingress and egress to the second floor.

F. The parking standard for warehouse space is different than it is for a residence. An additional parking space is required, bringing the total number of spaces to five. Adding this space is a recommended condition of approval for the Special Exception request.

G. When the city commission has taken action on a petition for a special exception, and, as a result of said action, the applicant fails to obtain approval of the requested special exception, the city commission shall not again consider the same requested special exception for a period of one year from the date of such action.

H. In any case where a special exception has not been exercised within the time limit set by the city commission, or within one year if no specific time limit has been set, then without further action, the special exception shall be null and void. An applicant may request one extension of one year from the date of expiration of his special exception. "Exercised" as used in this section shall mean that the main building is under construction to a substantial degree; or the prerequisite conditions involving substantial investment are contracted for, in substantial development, or completed (sewerage, drainage, etc.). When construction is not a part of the use, "exercised" shall mean that the use is in operation in compliance with the conditions set forth in the permit.

Recommendation: Staff and the Planning and Zoning Board recommends **approval** of the Special Exception to the City Commission, **with the condition** that an additional parking space is added prior to issuance of a Certificate of Occupancy for the residence.

Fiscal Analysis:
N/A

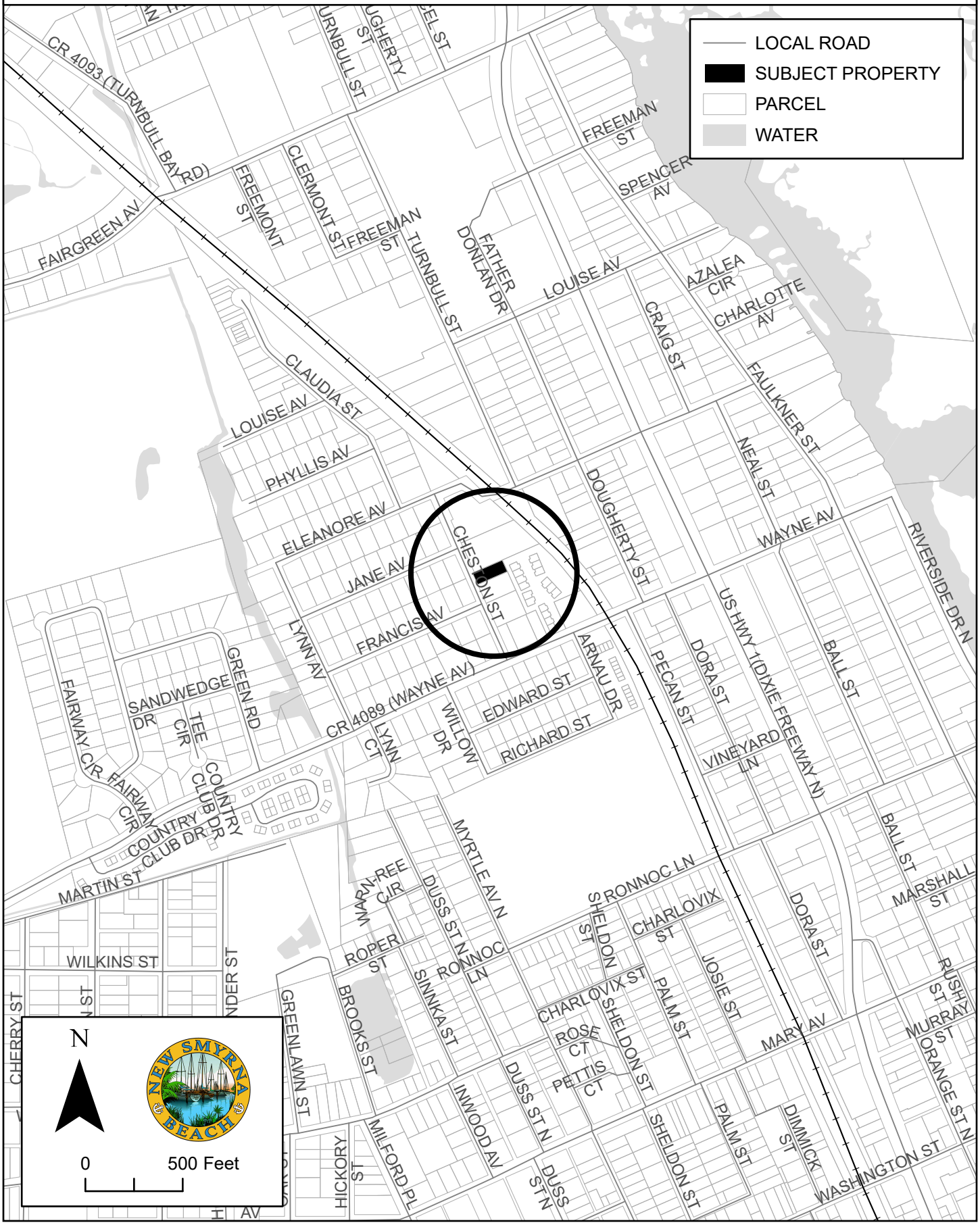
Strategic Plan Item:
No

Staff Report Created By: Jake Baker - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Approved Site Plan.pdf
Exhibit D Picture.pdf

SE-02-2025: 707 CHESTON STREET
PARCEL: 7440-12-00-0030 LOCATION MAP



SE-02-2025: 707 CHESTON STREET
PARCEL: 7440-12-00-0030 AERIAL MAP



new office for
707 Cheston Street
New Smyrna Beach, Florida

project scope

THIS PROJECT CONSISTS OF THE CONSTRUCTION OF A NEW TWO STORY PRE-ENGINEERED BUILDING FOR OFFICE USE, THE SECOND FLOOR USED FOR GENERAL OFFICE STORAGE (NOT ACCESSIBLE TO THE PUBLIC) AND ASSOCIATED SITE IMPROVEMENTS ON CURRENTLY VACANT LOT (FORMER SINGLE FAMILY RESIDENCE HAS ALREADY BEEN DEMOLISHED) AS SHOWN; A FUTURE PRE-ENGINEERED METAL WAREHOUSE BUILDING IS SHOWN TO BE UNDER A SEPARATE PERMIT.



project location map

parking notes

1. ADA PARKIING SPACE SHALL BE 12' X 20' WITH PAINTED SYMBOL ON PAVEMENT AND A PLACARD SIGN OF THREE (3) SQUARE FEET MAXIMUM PER SPACE.
2. PARKING SPACES TO BE PAINT STRIPED WITH FOUR (4) INCH WIDE WHITE PAINT AND BUMPER STOPPED WHERE SHOWN ON PLANS. ADA SPACES SHALL ALSO HAVE FOUR (4) INCH WIDE BLUE PAINTED STRIPES INSIDE THE WHITE STRIPES.
3. ALL PARKING AREA LIGHTING TO BE SHIELDED, NON-GLARE FIXTURES.
4. A MINIMUM OF 13'-6" OF VERTICAL CLEARANCE TO BE MAINTAINED OVER ALL DRIVES.

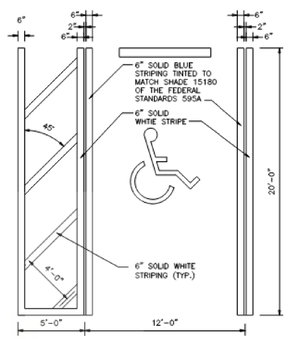
parking calculations

WAREHOUSE = 1/2 SPACE / 1,000 SF
2,100 WAREHOUSE = 1 SPACE REQUIRED.
1,040 STORAGE (2ND FLOOR) = 1 SPACE REQUIRED.
GENERAL OFFICE = 1 SPACE / 300 SF
720 SF = 2 SPACES & 1 BICYCLE SPACE REQUIRED
4 SPACES REQUIRED / PROVIDED

ADA PARKING REQUIREMENTS
1 ACCESSIBLE SPACE REQUIRED FOR 1 – 25 SPACES

notes:

1. NO JURISDICTIONAL WETLANDS EXIST ON THE PROJECT SITE.
2. NO EASEMENTS EXIST ON THE SITE.
3. NO HAZARDOUS MATERIALS WILL BE USED OR STORED ON THE PROPERTY.
4. ANTICIPATED WASTE IS TYPICAL SMALL BUSINESS DEBRIS. AND WILL BE HANDLED WITH MOVEABLE GARBAGE TOTES.
5. THE REQUIRED FIRE FLOW FOR THE PROPOSED PROJECT IS 750 GPM.



ada plan detail

legal description

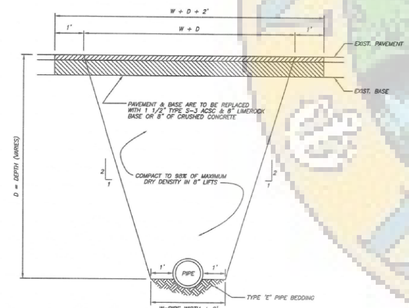
PARCEL ID = 744012000030

N 65 FT OF S 455.2 FT OF W 166.7 FT OF LOT 9
PER MB 8 PG 167
CAMARY MAUD GROVES SEC 2 RIVERSIDE PARKNEW
SMYRNA PER OR 4
956 PG 3523-24 PER OR 5769 PGS 4953-4954 PER
OR 5835 PG 1258

index

SHEET	DESCRIPTION
A1	COVER SHEET – SITE PLAN & NOTES
A1.1	SITEPLAN / LANDSCAPING PLAN
A2.1	FLOOR PLAN & NOTES
A3.1	EXTERIOR ELEVATIONS
A4.1	SECTION & DETAILS
E2.1	ELECTRICAL PLANS & NOTES

PROJECT CODE DATA	
FLORIDA BUILDING CODE – 8th EDITION	2023
NATIONAL ELECTRICAL CODE	2023
FLORIDA PLUMBING CODE	2023
FL. FIRE PREVENTION CODE	2023
NFPA 101 LIFE SAFETY CODE	2021
NFPA-1 UNIFORM FIRE CODE	2021
FLORIDA ACCESSIBILITY CODE	2023
FLORIDA ENERGY CODE	2023
ACI 318 / 19	2022
ASCE 7-16	2022



Street Opening Patch Detail
NOT TO SCALE

notes:

1. CONTRACTOR TO PROVIDE AND COORDINATE UTILITY CONNECTIONS WITH THE CITY AND UCNSB.
2. INSTALL NEW 6" PVC SEWER LATERAL, OPEN CUT AND RESTORE ROAD AS REQUIRED.
3. INSTALL NEW 1" POLY TUBING WATER SERVICE TO SERVE THE NEW OFFICE BUILDING ($\frac{5}{8}$" WATER METER).

planning & zoning requirements

I – 1, LIGHT INDUSTRIAL ZONING

NO MIN. LOT SIZE

SETBACKS:
- FRONT = 25'
- SIDE = 10' (25' @ RESIDENTIAL)
- REAR = 15' (25' @ RESIDENTIAL)

MAX BLDG HT: = 50' (1' INCREASED SETBACK/ EVERY 2' OVER 35')

MAX BLDG COVERAGE = 50%
MAX IMPERVIOUS = 75%

site area calculations

TOTAL SITE AREA 10, 855 SF

Address: 707 CHESTON ST. NEW SMYRNA BEACH, FL 32168	
SQUARE FOOT TABULATION	
EXISTING SQFT	0 SQFT
PROPOSED SQFT	1,040 SQFT
GARAGE	0 SQFT
PATIOS	0 SQFT
PROPOSED FUTURE WAREHOUSE	1,200 SQFT
TOTAL	2,240 SQFT

Address: 707 CHESTON ST. NEW SMYRNA BEACH, FL 32168	
BUILDING ENVELOPE & AREAS	
BUILDING TYPE	METAL BLDG.
NEW SQFT UNDER AIR	2,080 SQFT
UNDER ROOF	1,040 SQFT
MEAN ROOF HEIGHT	20'0+/-"
DRIVEWAY	0 SQFT
DECK/PATIO	0 SQFT
TOTAL PROPERTY SQFT	0 SQFT

APPROVED CHANGED ORDER #1

04/11/2024

DESIGN STATEMENT:
THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE TO AND MEETS THE STRUCTURAL REQUIREMENTS OF A.S.C.E. 7-16 AND THE FLORIDA BUILDING CODE 2023 (8th Edition).

ROOF/MEAN HEIGHT 25' OR LESS
DESIGN WIND SPEED 138 MPH,
RISK CATEGORY II
EXPOSURE CATEGORY B

BUILDING ENCLOSED
INTERNAL PRESSURE COEFFICIENT +/- 18%
WALLS + 39psf / - 45 P.S.F.
ROOF + 35 P.S.F. / - 55 (based upon zone 3 pressures for all roof pitches)

THE MINIMUM DESIGN PRESSURES FOR COMPONENTS AND CLADDING ARE DETERMINED BY A.S.C.E. 7-16 CHAPTER 30, SECTION 30.5

WALLS (ZONE 4) +41.4 P.S.F. -45.1 P.S.F.
WALLS (ZONE 5) +41.1 P.S.F. -55.7 P.S.F.

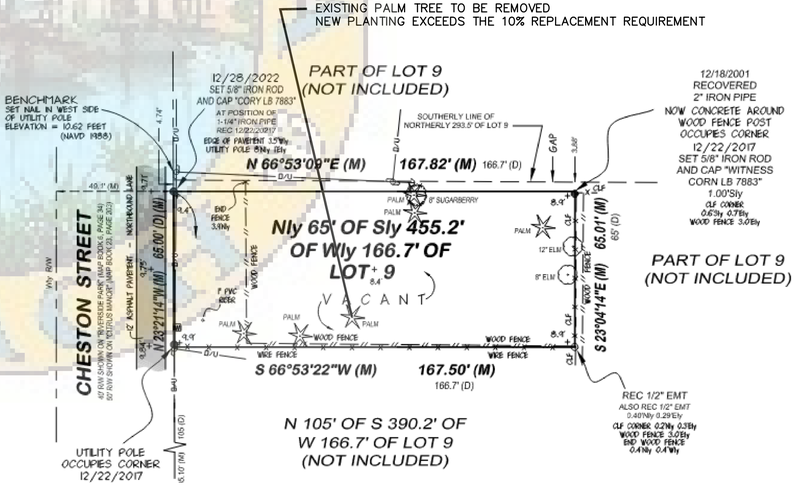
ROOF (ZONE 3) +34 P.S.F. -76 P.S.F.

OCCUPANT LOAD

2020 FLORIDA BUILDING CODE, 7TH EDITION
TABLE 1004.5

BUSINESS AREAS: 900 S.F. @ 1/150 GROSS = 6 PEOPLE
MECH. EQUIP. ROOM: 16 S.F. @ 1/300 GROSS= 1 PERSON
TOTAL OCCUPANT LOAD: 7 PEOPLE

EXISTING PALM TREE TO BE REMOVED
NEW PLANTING EXCEEDS THE 10% REPLACEMENT REQUIREMENT



existing siteplan / survey

$\frac{1}{32}$"=1'-0"

THE NEAREST FIRE HYDRANT IS LOCATED AT THE CORNER OF CHESTON STREET AND JANE AVENUE.

tom desimone, aia
ARCHITECT
STATE OF FLORIDA . AR 97192
226 fairgreen avenue
new smyrna beach, florida
386. 871. 4692
tomdNSB@gmail.com

project title & owner's name

NEW OFFICE
AND FUTURE WAREHOUSE
707 CHESTON STREET

JAY LOVETT
707 CHESTON STREET
NEW SMYRNA BEACH, FLORIDA 32168

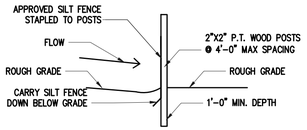
STATE OF FLORIDA
THOMAS J. DESIMONE JR.
AR97192
REGISTERED ARCHITECT

date
26 FEB 2024
job number

drawn by
TD
checked by
TD
revisions
SITEPLAN DESIGN REVISION 1
REV 2 – STAIRS / METAL

sheet title/contents
COVER SHEET & SITEPLAN

1/8" = 1'-0"
drawing number
A1
sheet of



A typ. silt fence
Nts

drainage notes

1. ALL NEW DRIVES & WALKS TO BE LESS THAN 1:20 SLOPE, TYP.
2. CONTRACTOR TO FIELD VERIFY ALL EXISTING & NEW TOPOS AND COORDINATE WITH POOL CONTRACTOR FOR PROPER DRAINAGE.

INDICATES SLOPE FOR SURFACE DRAINAGE

LANDSCAPING REQUIREMENTS
20% TREES / 60% SHRUBS / 20% ANY

7' + 7' x 167' = 2,338 S.F. BUFFER
25'x51' = 1,275 S.F.
+3'x20' = 60 S.F.
1,335 S.F.

TREES: 1,335 S.F. x 20% = 267 S.F. TREES
267 S.F. / 100 S.F. PER TREE = 3 TREES REQ.

SHRUBS: 1,335 S.F. x 60% = 801 S.F.
801 S.F. / 9 S.F. PER SHRUB = 89 SHRUBS REQ.

ANY: 1,335 S.F. x 20% = 267 S.F. ANY REQ.
100 S.F. PER TREE x 2 TREES = 200 S.F.
+9 S.F. PER SHRUB x 9 SHRUBS = 81 S.F.
PROVIDED: 281 S.F. ANY

TOTAL TREES REQUIRED: 5
TOTAL SHRUBS REQUIRED: 98

TREE AND SHRUB SECHEDULE

SYM.	QUANITY	BOTANICAL NAME	COMMON NAME	SIZE
TREES/ PALMS				
SBN	2	SYUTAGRUS NABONNANDII	MILLE PALM	10'-15' C.T. - MIN SIZE 9' TALL AND 2.5" CALIPER
SP	9	SABAL PALMETTO	CABBAGE PALM	10'-15' C.T. - MIN SIZE 9' TALL AND 2.5" CALIPER
QV	5	QUERCUS VIRGINIANA	LIVE OAK	10'-15' C.T. - MIN SIZE 9' TALL AND 2.5" CALIPER
SHRUBS				
RI	18	RHAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL.: MIN 24" HGT AND MIN 36" SPACING O.C.
CU	8	COCCOLOBA UVIFERA	SEA GRAPE	3 GAL.: MIN 24" HGT AND MIN 36" SPACING O.C.
BN	72	AMMOPHILA BREVILIGULATA	DUNE GRASS	1 GAL.: MIN 15" HGT AND MIN 24" SPACING O.C.

LEGEND

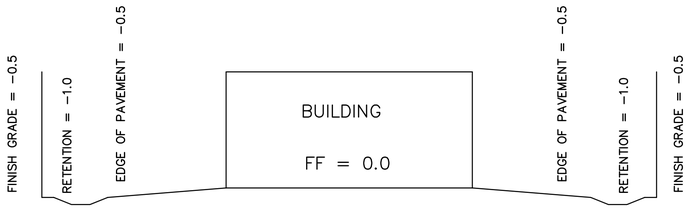
	EXISTING ELM
	EXISTING PALM
	MILLE PALM
	CABBAGE PALM
	LIVE OAK
	INDIAN HAWTHORN
	SEA GRAPE
	DUNE GRASS

SITE AREA CALCULATIONS

10,855 S.F. x 70% = 7,598 S.F. ALLOWED
NEW IMPERVIOUS AREA = 7,167 S.F.
7,167 S.F. x 1.5" = 896 CU. FT. RETENTION REQ.

PERVIOUS BUFFER/ RA

167' X 7' = 1,169'
167' X 7' = 1,169'
65' X 25' = 1,275'
25' X 3' = 75'
3,688 ' =
34% PERVIOUS

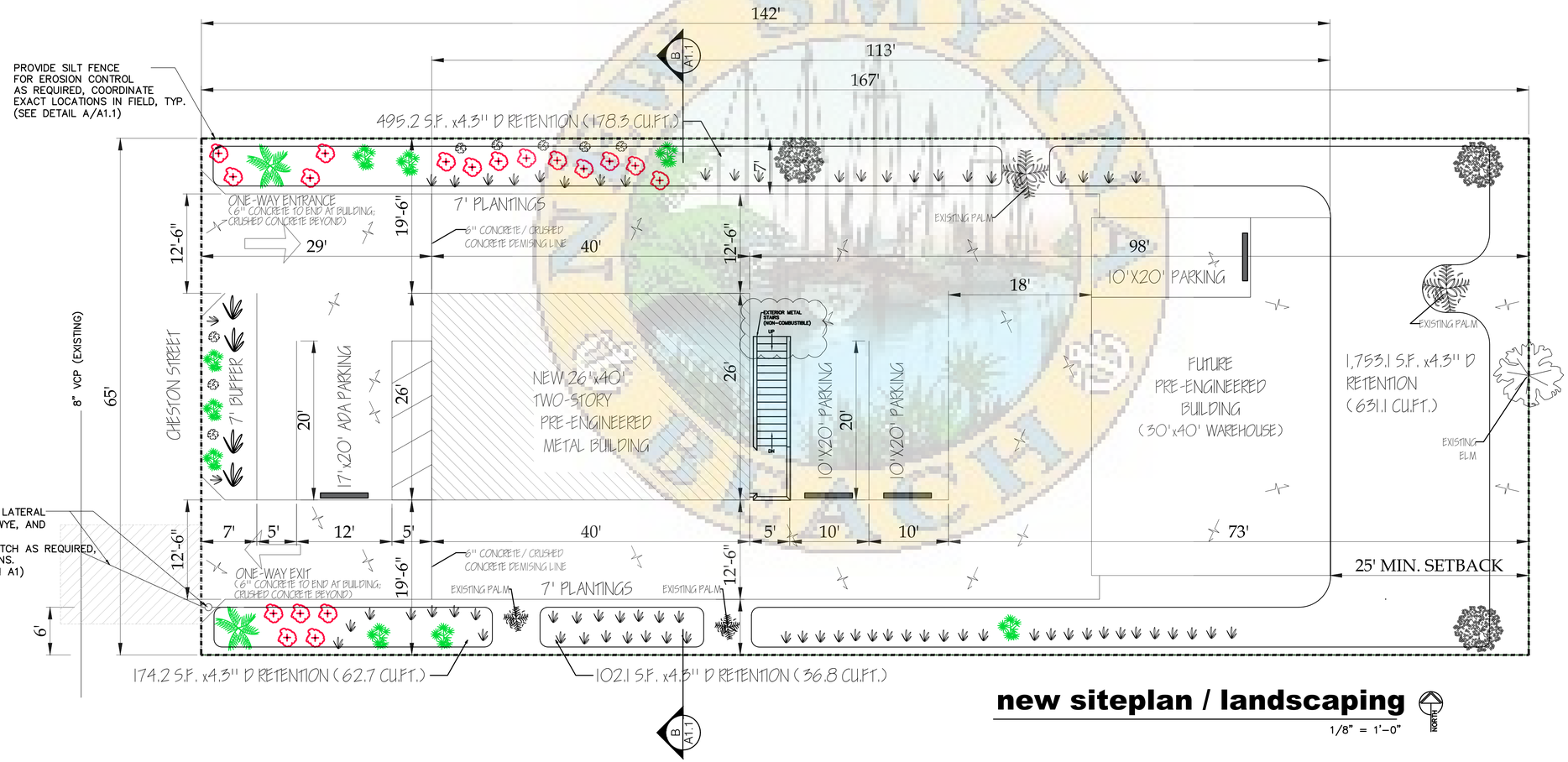


b site section
1/8"=1'-0"

RETENTION CALCS

174.2 S.F.
102.1 S.F.
1,753.1 S.F.
+ 499.2 S.F.
2,524.6 SQ. FT.

2,524.6 SQ. FT.
x 4.3" AVG. DEPTH
908.9 CU. FT. PROVIDED
(896 CU. FT. REQUIRED)



new siteplan / landscaping
1/8" = 1'-0"

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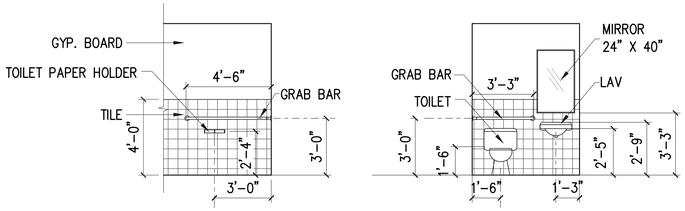
REV 2 – STAIRS / METAL
sheet title/contents
NEW SITEPLAN

1/8" = 1'-0"
drawing number
A1.1
sheet of



a toilet elevations

1/4"=1'-0"

window schedule

mark	size (W x H)	manufacturer	type	head height
Ⓐ	3'6 X 5'0	PGT OR EQ.	SINGLE HUNG	8'0

window notes

1. ALL WINDOWS TO BE PGT (OR EQUIVALENT), INSULATED, LARGE MISSILE IMPACT SYSTEM, CONTRACTOR TO SUBMIT PRODUCT DATA TO OWNER FOR APPROVAL.

DOOR NOTES:

1. VERIFY DOOR & WINDOW SIZES AND COORDINATE EXACT ROUGH OPENINGS.
2. ALL DOOR HARDWARE TO BE ADA LEVER HANDLES, TYP.
3. COORDINATE HARDWARE WITH OWNER PRIOR TO ORDERING.

◀ 34" DENOTES REQUIRED EXIT & CLEAR INCHES, TYP.

LIFE SAFETY NOTES

1. ALL EXIT DOORS:
   OPENS WITH AN OPENING PRESSURE OF NO MORE THAN 15 # IN COMPLIANCE WITH FBC 1019.7.2
2. ALL INTERIOR FINISHES
   SHALL BE CLASS B, FLAMESPREAD 26-75,
   SMOKE DEVELOPED 0-450, UNLESS OTHERWISE NOTED.
3. ALL THRESHOLDS SHALL BE 1/4" MAX. CHANGE IN LEVEL.

TOTAL OCCUPANCY = 7 OCCUPANTS

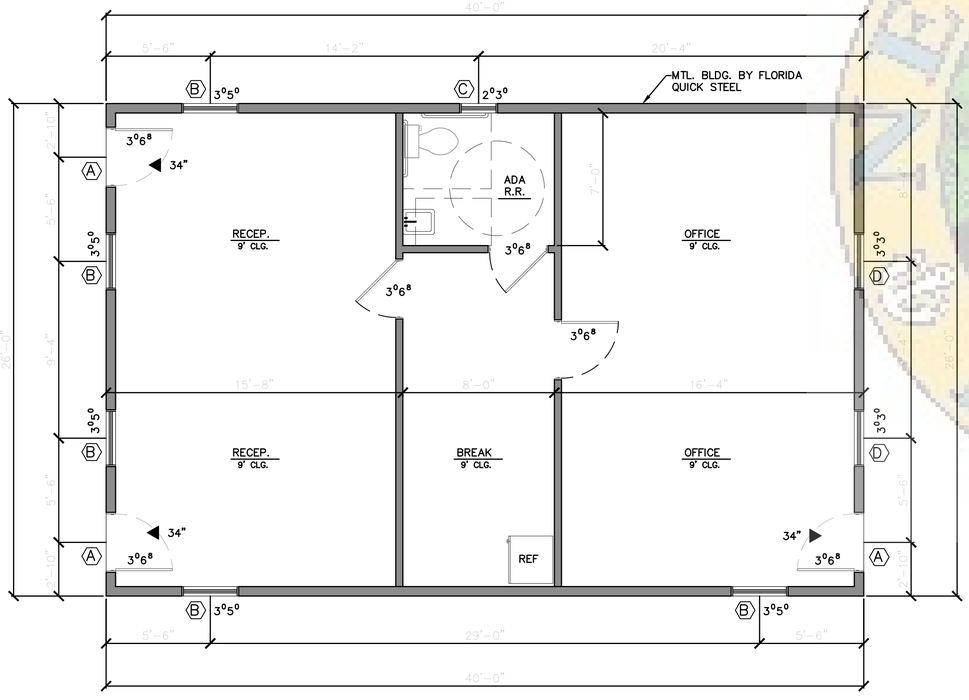
TOTAL EXITING:
7 X .2 = 1.4 EXIT INCHES REQUIRED (136" PROVIDED)

FINISH NOTES

1. NEW WALLS TO BE GYP BD. ON 3 5/8" METAL STUDS @ 16" O.C., TYP.
2. ALL CEILINGS TO BE OPEN TRUSS CEILINGS.
3. FLOORS TO BE STAINED CONCRETE, UNLESS OTHERWISE NOTED.

WALL OPENINGS

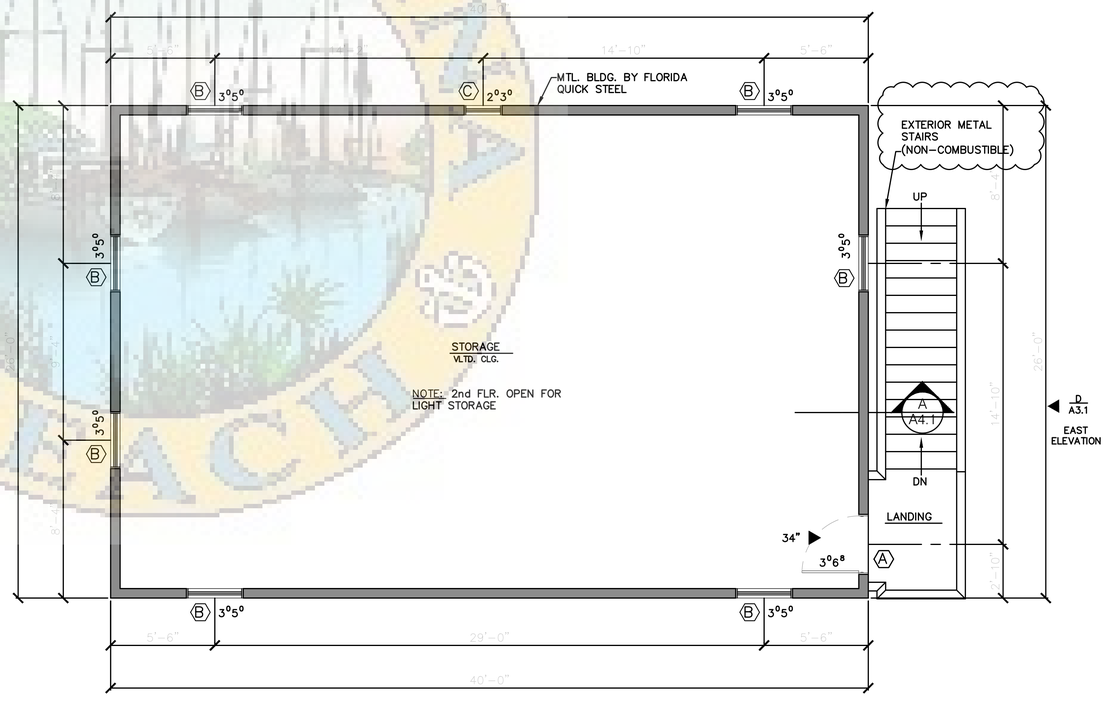
I.D.	OPENING DESCRIPTION	ZONE	ELEV. (FT.)	OPENING DIMS. WDTH(ft.)	OPENING DIMS. HGT.(ft.)	HDR. HGT.
Ⓐ	3068 DOOR	5	5	3	6.67	6'-10"
Ⓑ	3050 S.H.	5	5	3	5	6'-8"
Ⓒ	2030 S.H.	5	5	2	3	6'-8"
Ⓓ	3030 S.H.	5	5	3	3	6'-8"



1 1st FLOOR PLAN
SCALE: 1/4" = 1'-0"

NORTH ELEVATION
B
A3.1

NORTH ELEVATION
C
A3.1



2 2nd FLOOR PLAN
SCALE: 1/4" = 1'-0"

D
A3.1
EAST ELEVATION

A
A3.1
SOUTH ELEVATION

SCALE: 1/4" - 1'-0"

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project title & owner's name

NEW OFFICE
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NEW SMYRNA BEACH, FLORIDA 32168

STATE OF FLORIDA
THOMAS E. DESIMONE JR
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job number

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TD
revisions
SITEPLAN DESIGN REVISION 1
REV 2 – STAIRS / METAL

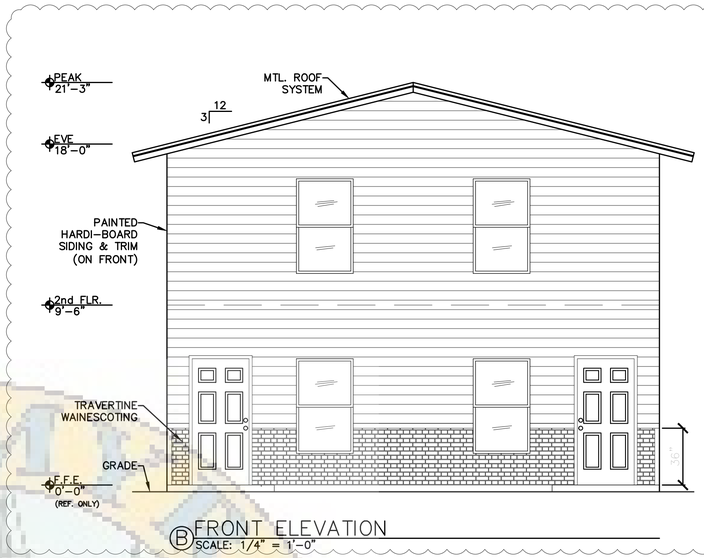
sheet title/contents
FLOORPLANS & NOTES

1/4" = 1'-0"
drawing number
A2.1

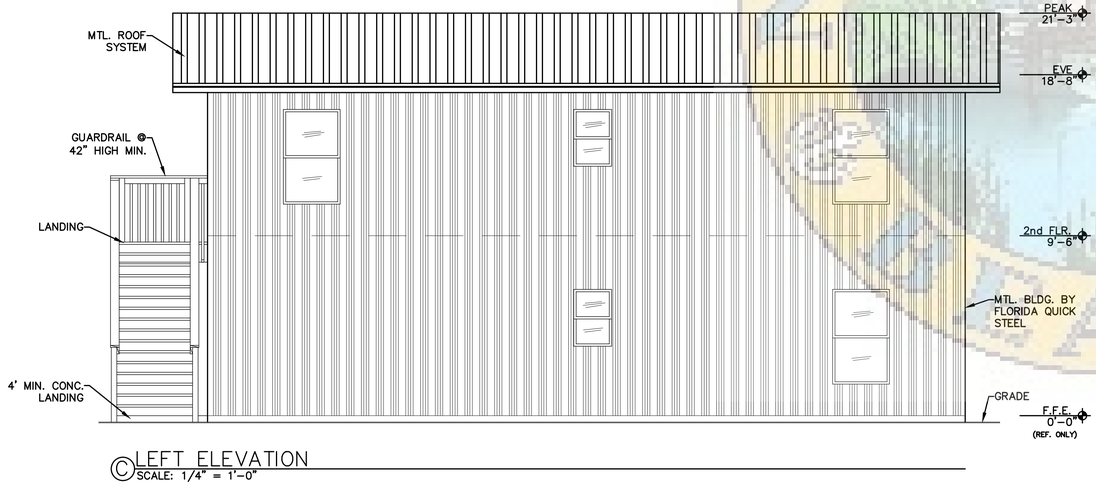
sheet of



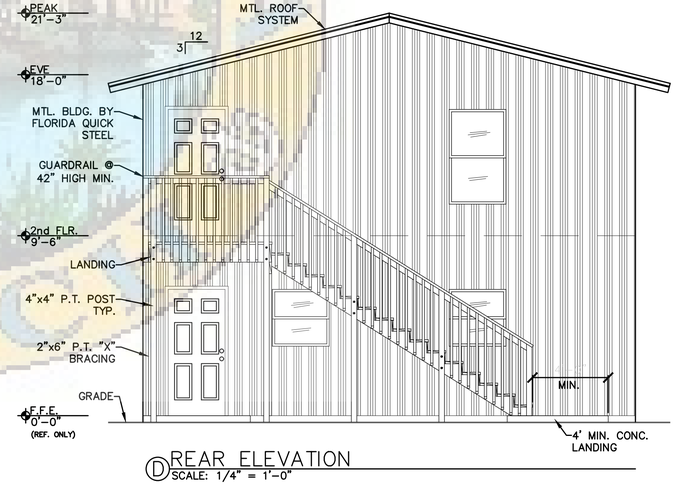
A RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



B FRONT ELEVATION
SCALE: 1/4" = 1'-0"



C LEFT ELEVATION
SCALE: 1/4" = 1'-0"



D REAR ELEVATION
SCALE: 1/4" = 1'-0"

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SITEPLAN DESIGN REVISION 1
REV 2 – STAIRS / METAL

sheet title/contents
EXTERIOR ELEVATIONS

1/4" = 1'-0"
drawing number
A3.1
sheet of


707
SEASIDE MOBILE HOMES
B
FOR
RENT

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 80-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD ANNEX APPROXIMATELY 7.6 ACRES OF LAND LOCATED AT 390 SUGAR MILL DRIVE.

January 13, 2026

Background:

Applicant: Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114.

Property Owner: AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, Florida 32128.

Request: Voluntary annexation:

- **From:** Unincorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 7.6 ± acres.
- **Location:** West side of Sugar Mill Drive, North of State Road 44.

Tax I.D. Numbers: 7315-00-00-0121 & 7315-00-00-0125.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Sugar Mill Drive is currently used for agriculture. A location map is attached as **Exhibit A,** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as

similar as possible to existing County categories and designations. In this case, the applicant has paid application fees to request a City Future Land Use and a City Zoning that is not compatible with the current Volusia County Future Land Use and County Zoning. The existing County FLU category is Urban Medium Intensity. The existing County zoning designation is RPUD, Residential Planned Unit Development. The proposed City FLU category is Commercial. The proposed City zoning designation is PUD, Planned Unit Development.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** 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.

A map showing the subject properties incorporated into Commission Zone 4 is attached as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Warranty Deed are attached as **Exhibits H** and **I**.

Recommendations:

At its regular scheduled meeting on October 6, 2025, the Planning and Zoning Board voted, 6-0, to give the City Commission a positive recommendation to approve the annexation application. A copy of the Draft Minutes for that Meeting Item 5.B is attached (as **Exhibit J**), with those Minutes being a Draft as they have not yet been approved by a Board vote.

Based on the positive recommendation from the Planning and Zoning Board, the Planning Department recommends the City Commission **approve** the requested annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

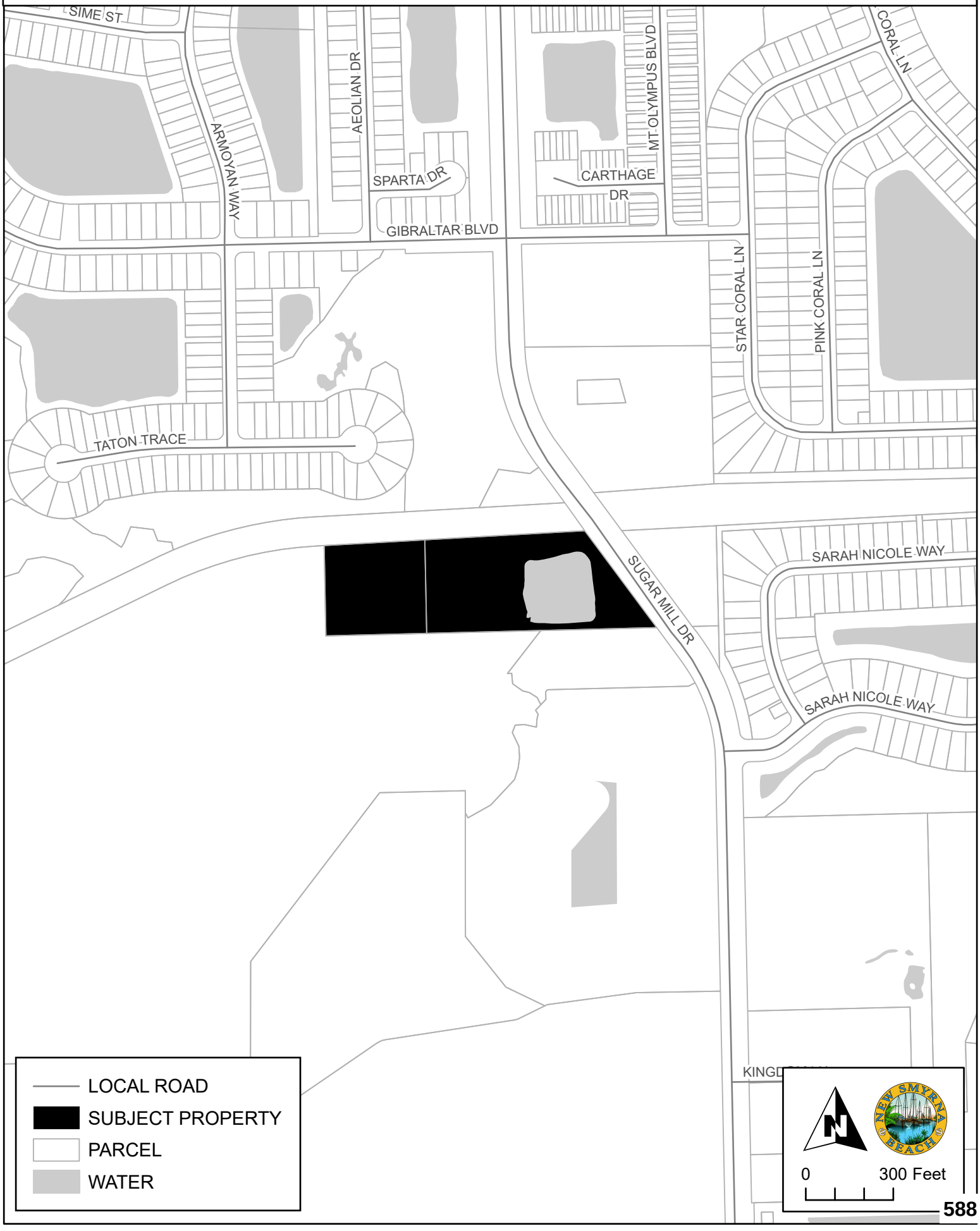
Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf

Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf
Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Special Warranty Deed.pdf
Exhibit J Minutes (draft) P & Z Board re Item 5.B. Annexation.pdf
Business Impact Estimate - Ord 80-25 390 Sugar Mill Dr.pdf
Ord 80-25 Annex 390 Sugar Mill Dr.pdf

A-6-25: 390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 LOCATION MAP

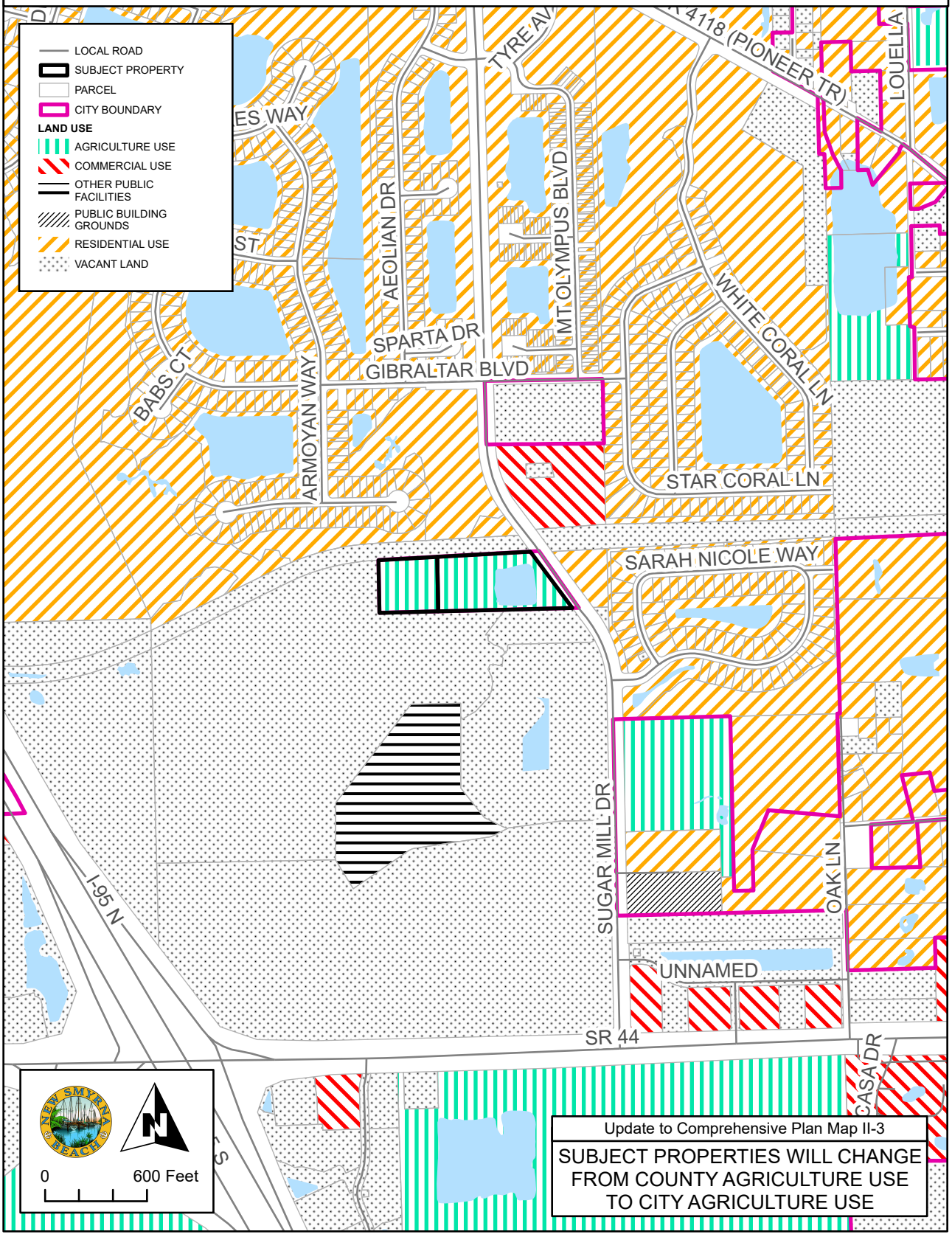


A-6-25: 390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 AERIAL MAP



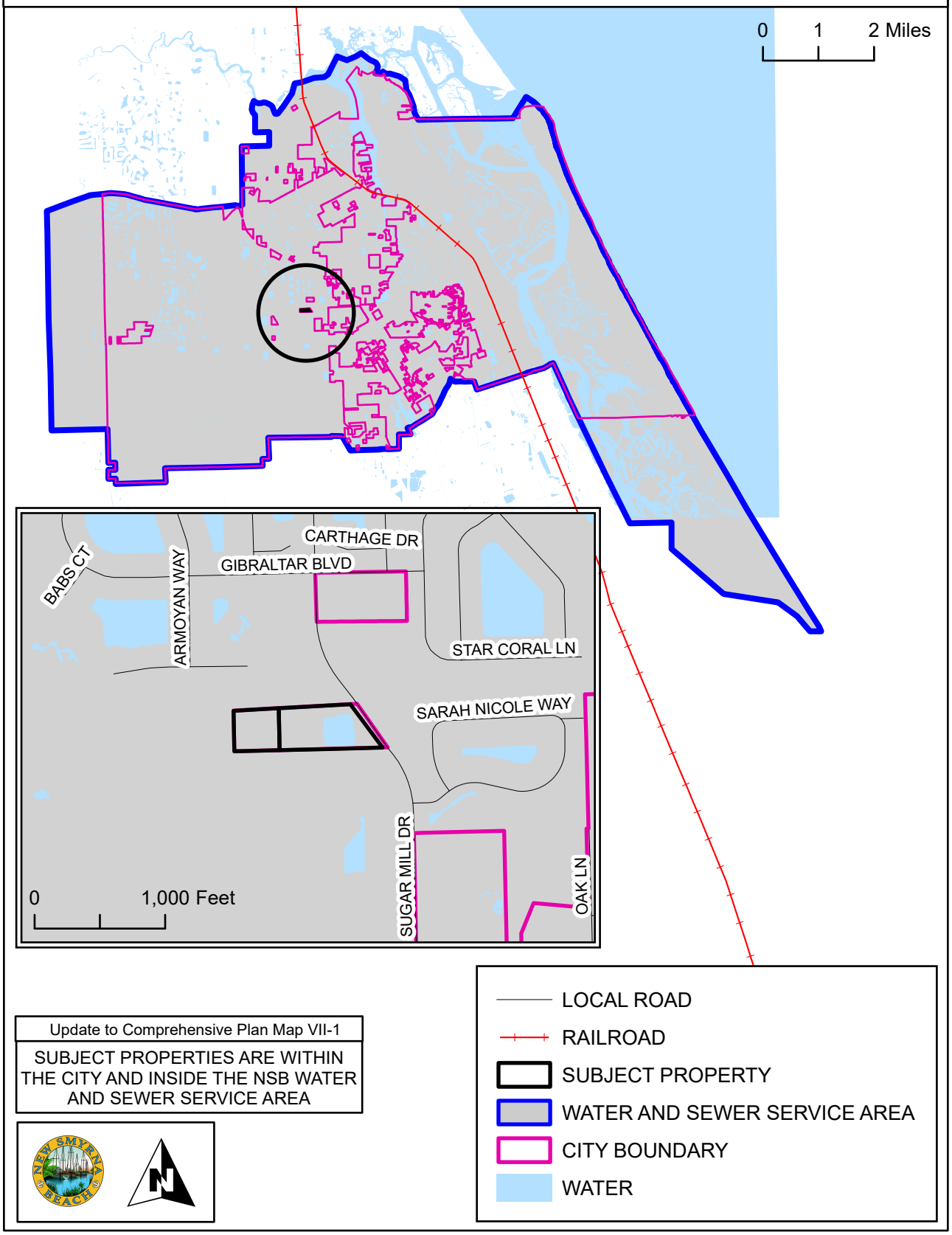
EXISTING LAND USE DESIGNATIONS

A-6-25



WATER AND SEWER SERVICE AREA

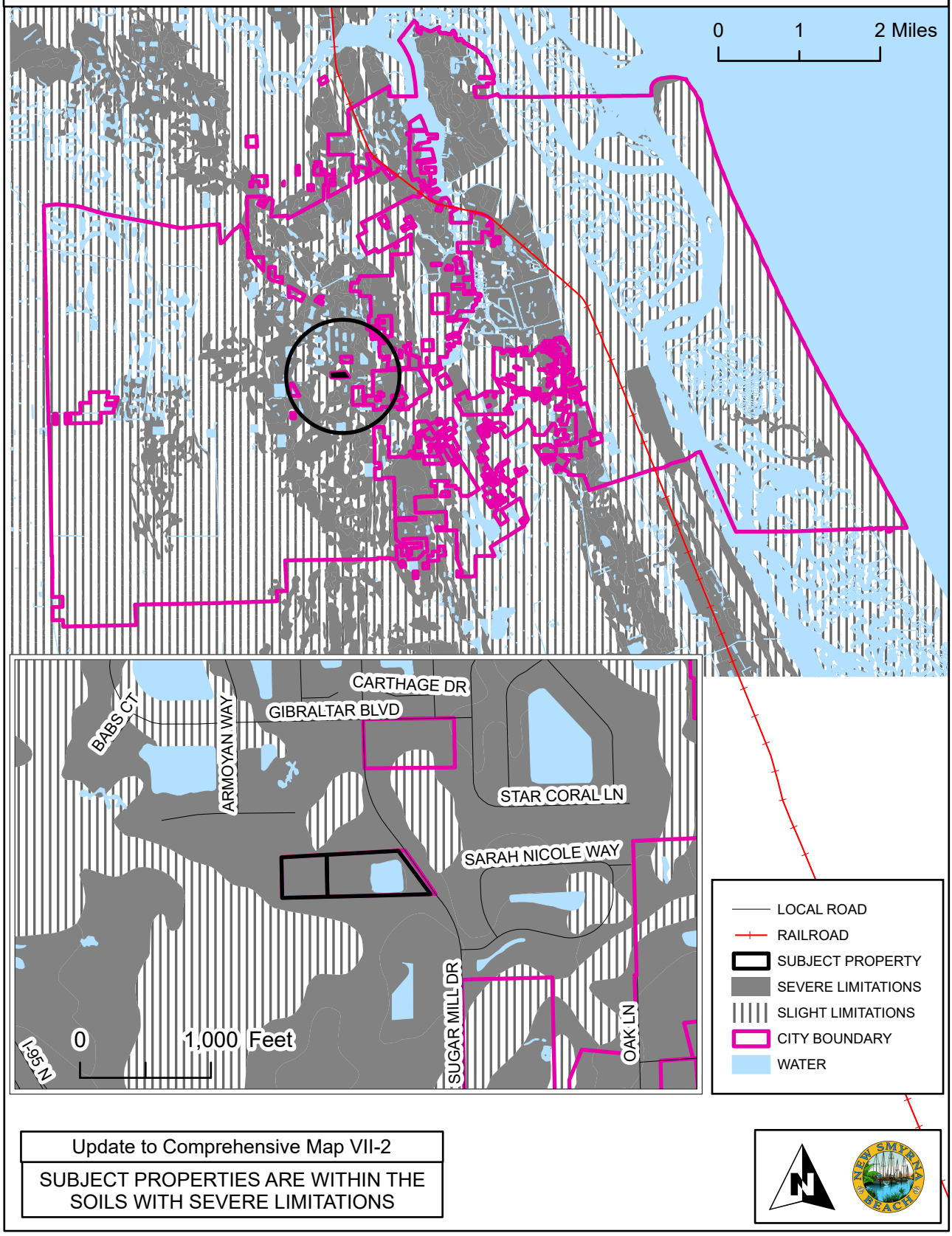
A-6-25



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTIES ARE WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-6-25

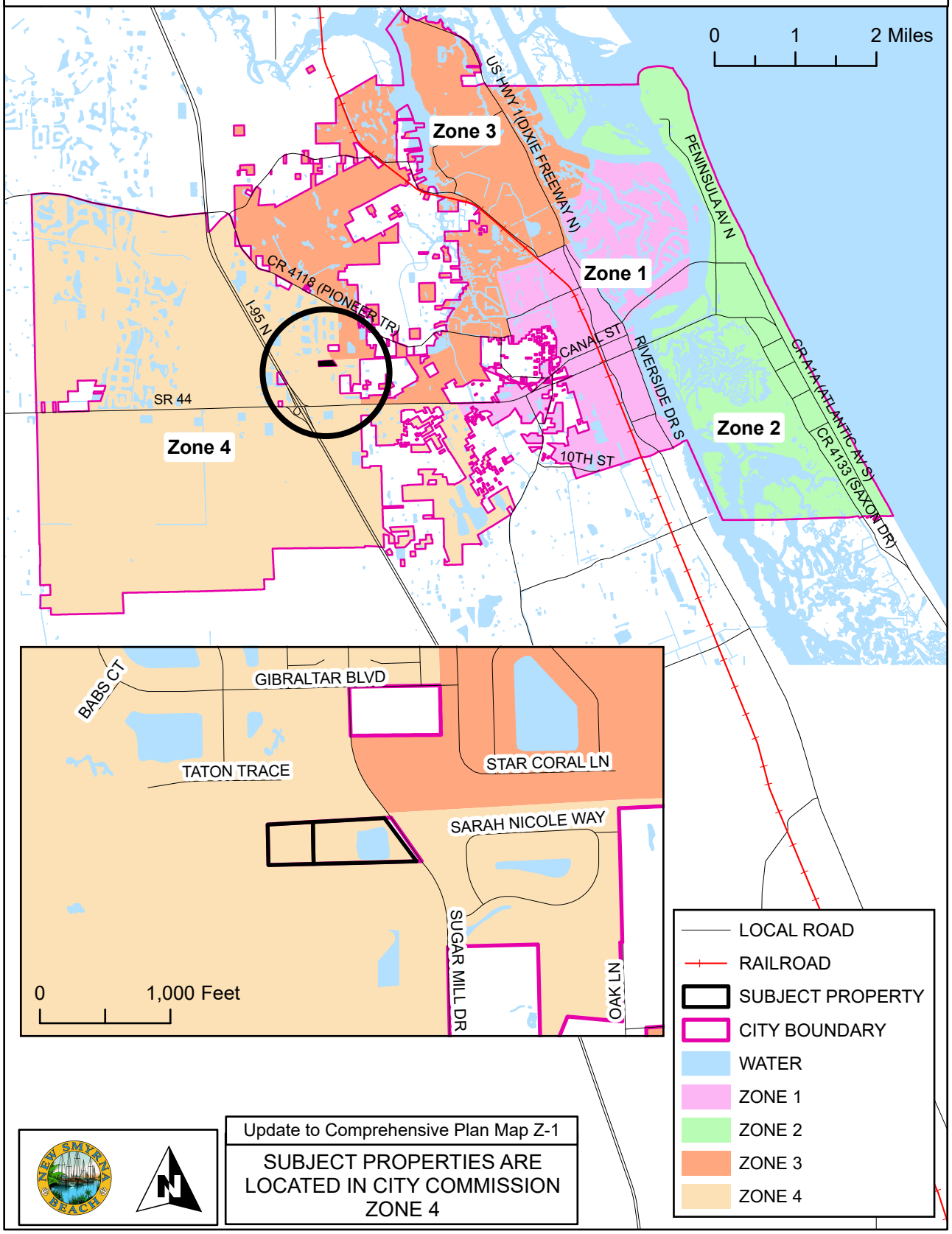


Update to Comprehensive Map VII-2

SUBJECT PROPERTIES ARE WITHIN THE SOILS WITH SEVERE LIMITATIONS

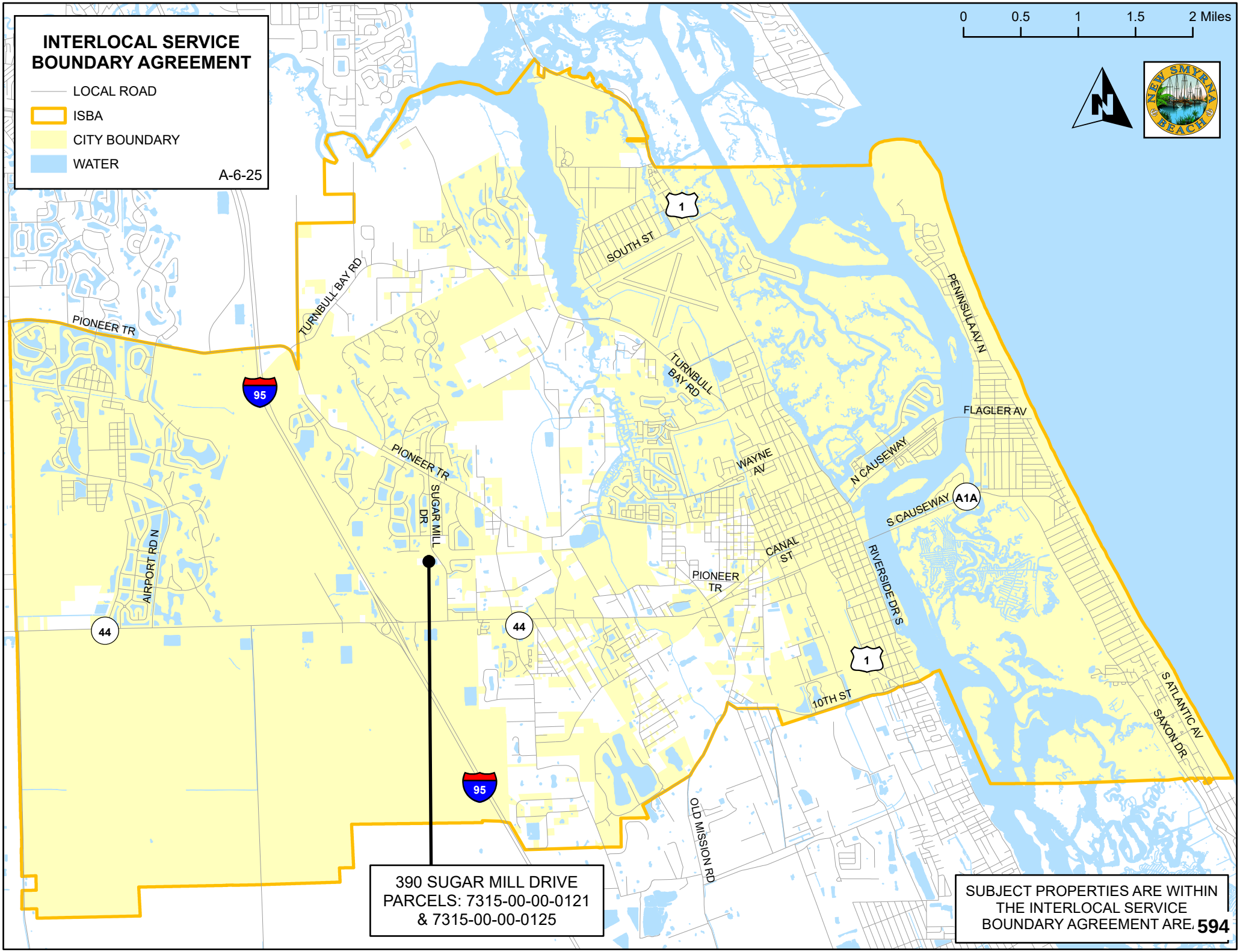
COMMISSION ZONES

A-6-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTIES ARE LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-6-25
0 0.5 1 1.5 2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121
& 7315-00-00-0125
SUBJECT PROPERTIES ARE WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE 594

LEGAL DESCRIPTION

Address:
390 Sugar Mill Drive, New Smyrna Beach, Florida 32168

Parcel Numbers
7315-00-00-0121
7315-00-00-0125

AltKey Numbers:
4939318
6172421

Metes and Bounds by Shannon Surveying, INC.

THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH ¼ OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THEN N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTRIANCE OF 900.71 TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 15; THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING.
CONTAINS THERIN 7.556 ACRES, MORE OR LESS.

09/14/2011 10:19 AM
Instrument# 2011-155248 # 1
Book: 6631
Page: 3484

RETURN TO: 10-11-000321 ND
FIDELITY NATIONAL TITLE
400 W. Morse Blvd., Ste. 103
Winter Park, FL 32789

This Document Prepared By:
Christopher D. Mader
ServiceLink
4000 Industrial Boulevard
Alquippa, PA 15001

Parcel ID #: 7315-00-00-0121 and 7315-00-00-0125

Return To:
ServiceLink
4000 Industrial Boulevard
Alquippa, PA 15001
SL # 2250022

Loan #: 0256535725

"CORRECTIVE"
SPECIAL WARRANTY DEED

"This deed is being presented for recording to correct the legal description for the deed recorded 06/07/2011 found in BK 6599 Page 2553 in Volusia County, FL.

This SPECIAL WARRANTY DEED, dated 08/16/2011 by Wells Fargo Bank, NA, successor by merger to Wachovia Mortgage Corp., whose post office address is 8480 Stagecoach Circle Frederick MD, 21701, hereinafter called the GRANTOR, to **AJ Two LLC**, a Florida Limited Liability Company, whose post office address is *Port Orange, FL 32128 hereinafter called the GRANTEE:
*3199 Royal Birkdale Way
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of Seventy-Six Thousand Nine Hundred and 50/100 Dollars ($76,950.00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Volusia** County, **FLORIDA**, viz:

Parent Tract
THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH ¼ CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01'06'18"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87'02'59E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 900.71 TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36'22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE

AFORESAID SECTION 15, THENCE S88'33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.556 ACRES MORE OR LESS.

Tax/Parcel ID: 7315-00-00-0121 and 7315-00-00-0125 commonly as 390 SUGAR MILL DR, NEW SMYRNA BEACH 32168

Being the same premises which VOLUSIA County Clerk of the Circuit Court, in deed dated 3/18/2010 and recorded 3/31/2010 in the Volusia County Recorder's Office in Book 6460 Page 2418 granted and conveyed to Wells Fargo Bank, NA, successor by merger to Wachovia Mortgage Corp..

GRANTOR HEREBY AFFIRMS THE PROPERTY DESCRIBED HEREIN IS HOMESTEAD.

Seller makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the property.
SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year **2011** and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
TO HAVE AND TO HOLD, the same in fee simple forever.
AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Instrument# 2011-155248 # 3
Book: 6631
Page: 3486
Diane M. Matousek
Volusia County, Clerk of Court

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.
SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: Regina W Orlik
Print Name: REGINA W ORLIK

Signature: Stephen Niswonger
Print Name: STEPHEN NISWONGER

Wells Fargo Bank, N.A., Successor By Merger To
Wachovia Bank NA

By: Nicole Cobb

Its: REO Asset Specialist

STATE OF FL
COUNTY OF Volusia

THE FOREGOING INSTRUMENT was acknowledged before me this 16th day of August, 2011 by Nicole Cobb, REO Asset Specialist of Wells Fargo Bank, N.A., Successor By Merger To Wachovia Bank NA. on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(SEAL)

Regina W Orlik
Notary Public
Print Name: REGINA W ORLIK
My Commission Expires: 11/28/2014

REGINA W. ORLIK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE045443
Expires 11/28/2014

Mr. Baker went over the Site Plan requirements for Class I, II and III.

Grant Day, Assistant City Attorney, stated that the regulation is mandated by state law, limiting local discretion.

Vice-Chair Yates asked if the applicant would like to speak.

Vice-Chair Yates opened Public Participation. As no citizens wished to speak, Vice-Chair Yates closed Public Participation.

Vice-Chair Yates asked the Board if they had any additional questions or comments.

Motion:
Member Hulvershorn, moved to recommend approval to City Commission for ZT-08-25 Certified Recovery Residences, as submitted. Member Causey seconded the motion, and the motion carried unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Hulvershorn
SECONDER:	Causey
AYES:	Causey, Hall, Bien, Yates, Hodges, Hulvershorn

5.B A-0006-2025: Review and give a recommendation to the City Commission on an annexation application for 390 Sugar Mill Drive.

Jeff Gove, Chief Planner, outlined the Applicant's request to voluntary annex from Unincorporated Volusia County, RPUD, Residential Planned Unit Development, to City PUD, Planned Unit Development.

Vice-Chair Yates asked if the applicant would like to speak.

Vice-Chair Yates opened Public Participation. As no citizens wished to speak, Vice-Chair Yates closed Public Participation.

Vice-Chair Yates asked the Board if they had any additional questions or comments.

Motion:
Member Hodges moved to recommend approval for A-06-25: Sugar Mill Drive, as submitted. Member Hall seconded the motion, and the motion carried unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Hodges
SECONDER:	Hall
AYES:	Causey, Hall, Bien, Yates, Hodges, Hulvershorn

5.C CPA-0005-2025: Review and give a recommendation to the City Commission on a proposed Small-Scale Comprehensive Plan amendment changing the Future Land Use to Commercial and limiting the allowable residential density on approximately 7.56 + acres of land located at 390 Sugar Mill Drive.

Jeff Gove, Chief Planner, outlined the Applicant's request to amend the comprehensive plan changing the future land use to commercial.

Vice-Chair Yates asked if the applicant would like to speak.

Vice-Chair Yates opened Public Participation. As no citizens wished to speak, Vice-Chair Yates closed Public Participation.

Vice-Chair Yates asked the Board if they had any additional questions or comments.

Motion:
Member Causey moved to recommend approval for CPA-05-25: Amend the Future Land Use Map to Commercial, as submitted. Member Bien seconded the motion, and the motion failed with members Hall, Bien, Hodges and Hulvershorn voting no.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 80-25 Annexing 390 Sugar Mill Dr.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 80-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 7.6± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF SUGAR MILL DRIVE, NORTH OF STATE ROAD 44, ADDRESSED AS 390 SUGAR MILL DRIVE; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 4; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114, applicant on behalf of AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, FL 32128, property owner, has requested the annexation of 7.6± acres of property generally located on the west side of Sugar Mill Drive, north of State Road 44, addressed as 390 Sugar Mill Drive; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on October 6, 2025, by a vote of 6-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

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

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

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

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 4. New Smyrna Beach Charter, §3.07.

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

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on December 9, 2025, at 6:30 p.m., continued to January 13, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published once a week for two consecutive weeks and provided to the County Council by certified mail is deemed to comply with Section 171.044, F.S.

SECTION 5: ***Filing.*** That within SEVEN (7) days after adoption, this ordinance shall be filed by the City Clerk with the Clerk of the Circuit Court, the County Manager and the Florida Department of State. The City Clerk shall file with this ordinance a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. §171.044(3), F.S.

SECTION 6: ***Charter Revisions to the Department of State.*** The Charter Boundary Article shall be revised to reflect the changes in the municipal boundaries resulting from this annexation and shall be filed as a revision of the City Charter with the Florida Department of State within THIRTY (30) days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area. §171.091, F.S.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 9: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 10: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 1/6/2026

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
390 Sugar Mill Drive, New Smyrna Beach, Florida 32168

Parcel Numbers
7315-00-00-0121
7315-00-00-0125

AltKey Numbers:
4939318
6172421

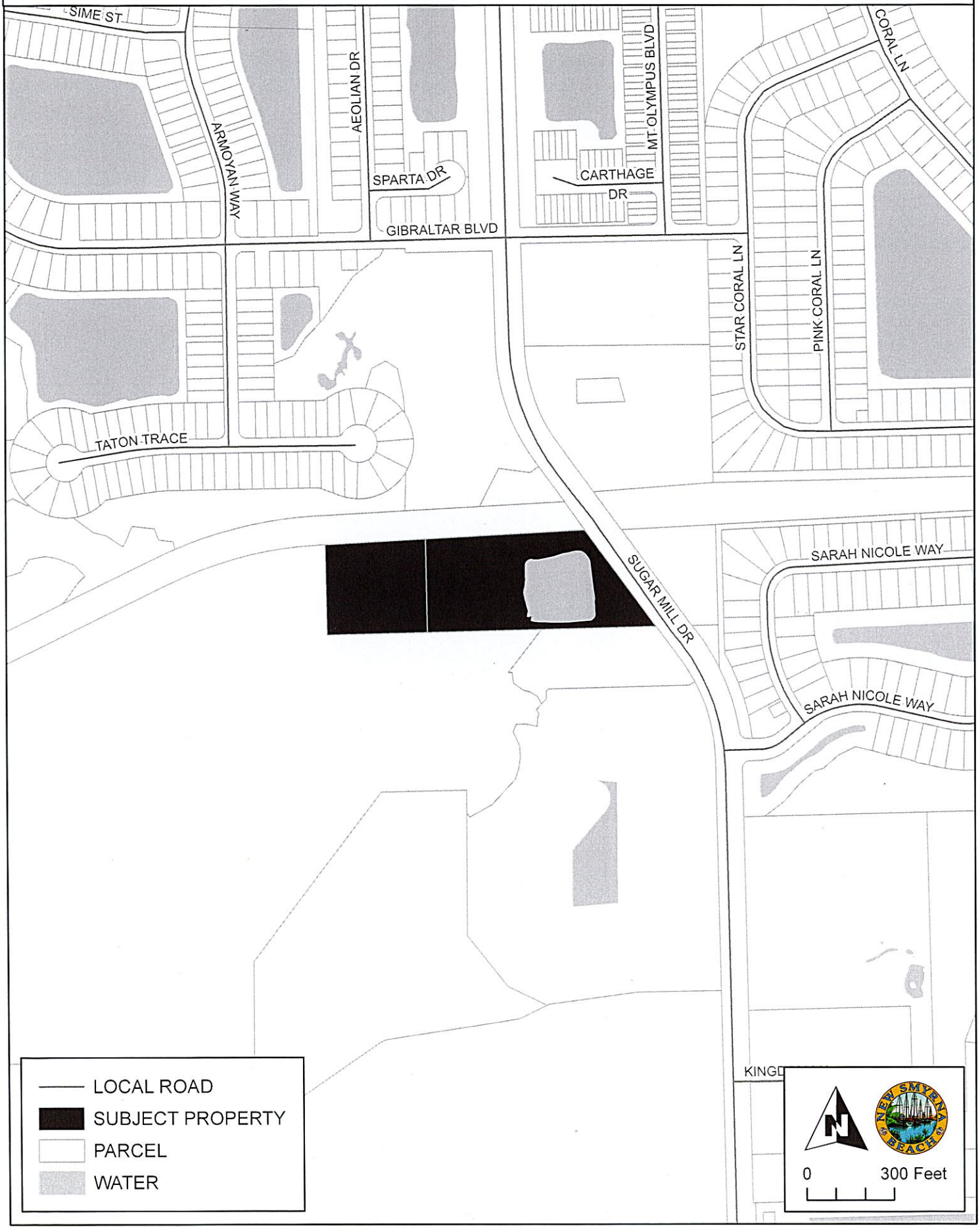
Metes and Bounds by Shannon Surveying, INC.

THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH ¼ OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THEN N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTRIANCE OF 900.71 TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 15; THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING.
CONTAINS THERIN 7.556 ACRES, MORE OR LESS.

EXHIBIT "A"

A-6-25: 390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 LOCATION MAP



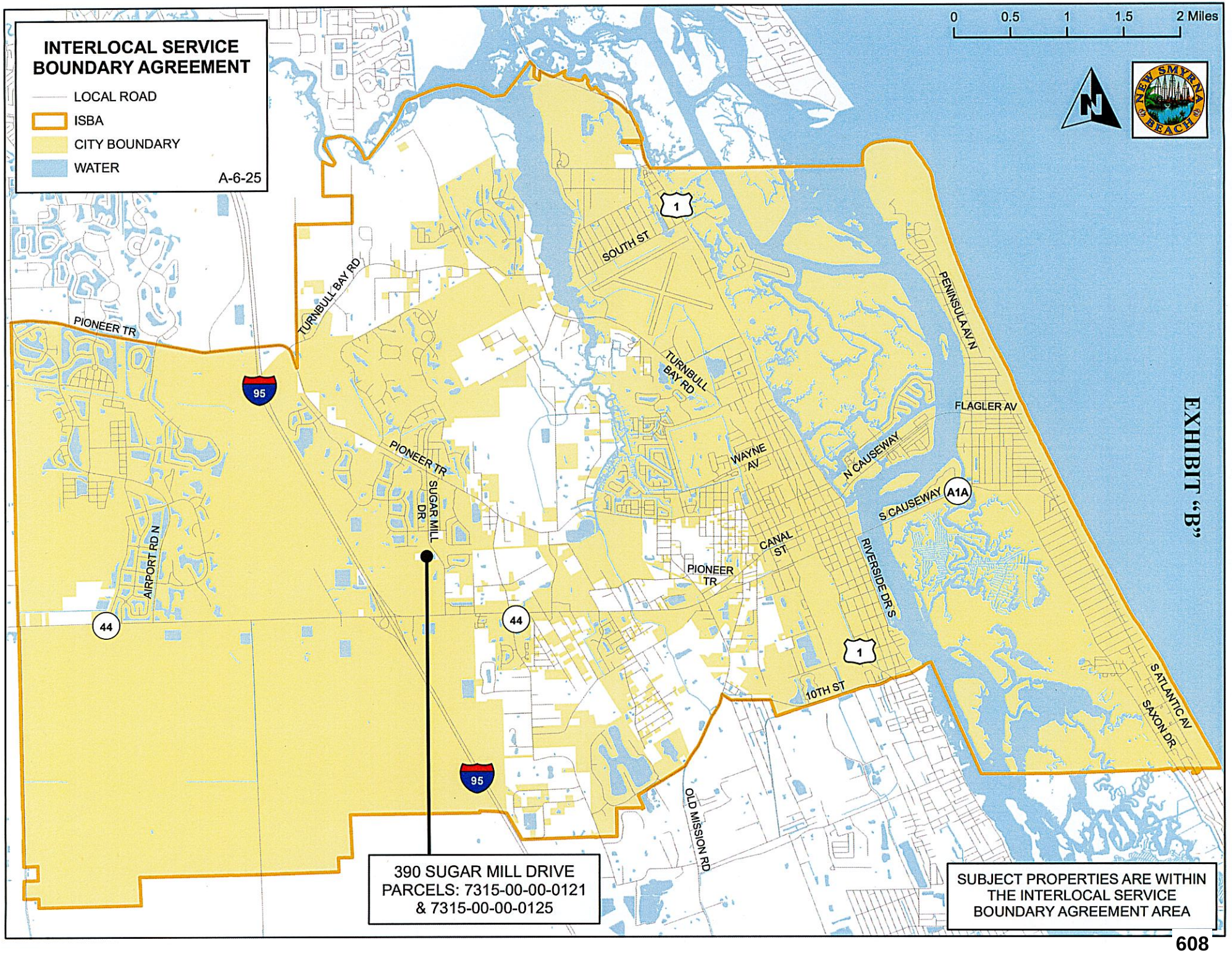
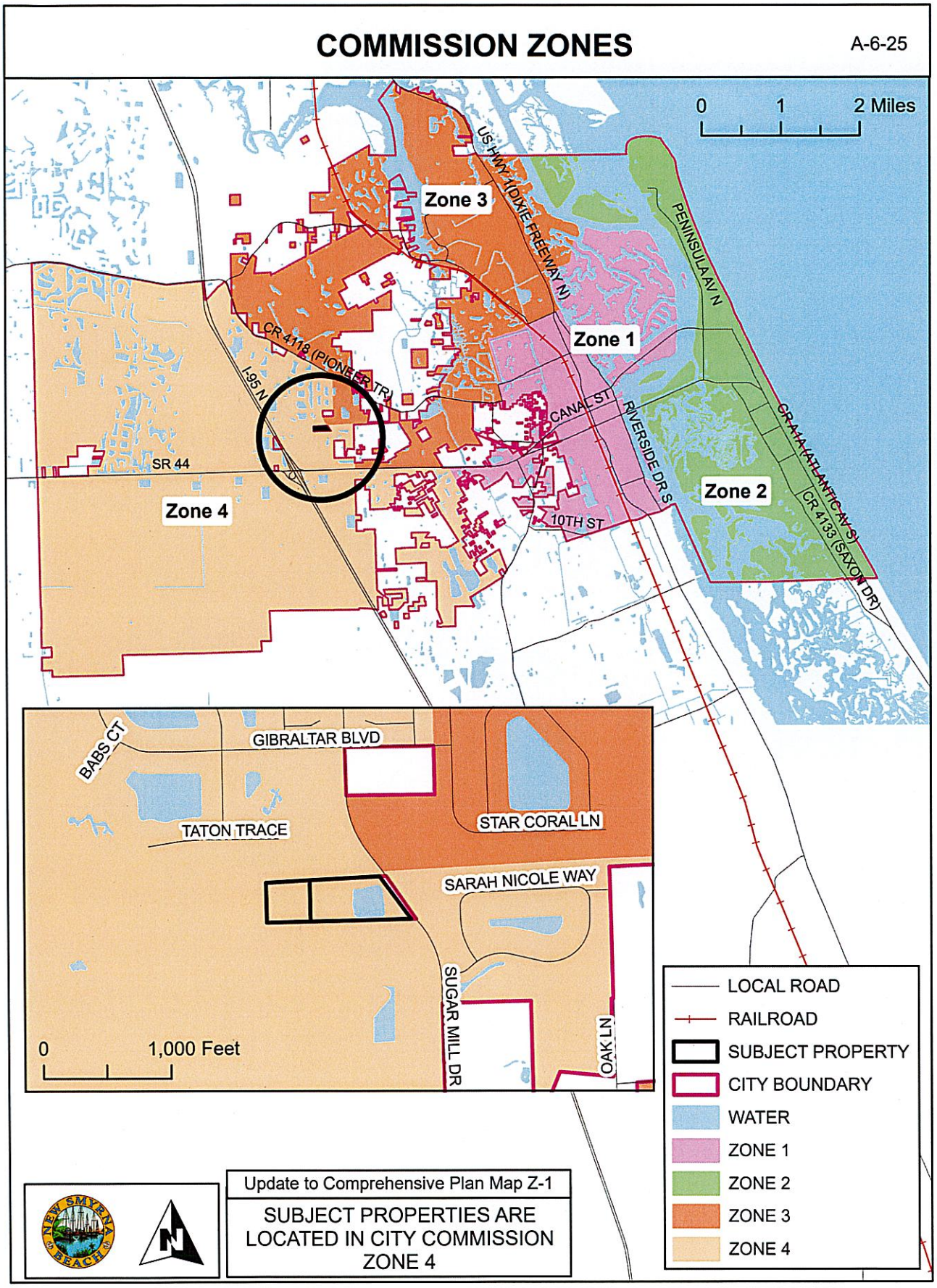

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-6-25
0 0.5 1 1.5 2 Miles
EXHIBIT "B"
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121
& 7315-00-00-0125
SUBJECT PROPERTIES ARE WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

EXHIBIT "C"


COMMISSION ZONES
A-6-25
0 1 2 Miles
Zone 1
Zone 2
Zone 3
Zone 4
US HWY 1(DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR A1A (ATLANTIC AV S)
CR 4133 (SAXON DR)
BABS CT
GIBRALTAR BLVD
TATON TRACE
STAR CORAL LN
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTIES ARE LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 81-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD APPROVE A PROPOSED SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT CHANGING THE FUTURE LAND USE TO COMMERCIAL AND LIMITING THE ALLOWABLE RESIDENTIAL DENSITY AND FLOOR TO AREA RATIO, (FAR) ON APPROXIMATELY 7.6 ± ACRES OF LAND LOCATED AT 390 SUGAR MILL DRIVE.

January 13, 2026

Background:

Applicant: Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114.

Property Owner: AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, Florida 32128.

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) category of Urban Medium Intensity.
- **To:** City Future Land Use category of Commercial, with two voluntary stipulations offered by the applicant concerning additional limitations on potential residential density and Floor Area Ratio (FAR).

Site Information:

- **Size:** 7.6 ± acres.
- **Location:** West side of Sugar Mill Drive, north of State Road 44.

Tax I.D. Numbers: 7315-00-00-0121 & 7315-00-00-0125.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Sugar mill Drive is currently being used for agriculture. A location map is

attached as **Exhibit A**, and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. In this application, the applicant paid the required application fees and advertising fees because the requested future land use category and zoning designation was not compatible with the existing county future land use category and zoning designation. As discussed above, the existing County FLU category is Urban Medium Intensity. This Future Land Use limits the maximum residential density to 8-units per acre. The Floor to Area Ratio (FAR) is also capped at 0.5. The existing County zoning designation is RPUD, Residential Planned Unit Development. The proposed City FLU category is Commercial.

The applicant has proposed to limit two aspects of the proposed City Commercial FLU, including for maximum residential density even though the accompanying PUD rezoning request is not for any residential uses. The two aspects proposed to be limited are for the potential maximum residential density to be limited to 8 units per acre instead of the otherwise allowable 18 units per acre, and to restrict the potential Floor Area Ration (FAR) from 2.0 to 0.5. A text description of the proposed City Commercial Future Land Use category is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The parcel on Sugar Mill Drive has a 12-inch water main to the south of the parcel and a 6-inch sewer force main and a 20-inch reclaim water main in the Sugar Mill Drive right-of-way. A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Sugar Mill Drive is currently undeveloped with a proposed Planned Unit Development for a proposed Boat/RV storage facility. The current Volusia County RPUD was approved for 94 multi-family units, and the proposed City PUD is for a Boat/RV storage facility that will reduce the demand for water, sewer, schools, and traffic. Since the applicant has proposed to cap the

residential density to 8-units per acre, and restrict the FAR from 2.0 to 0.5, thus not increasing the density or the FAR, 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 ISBA map is attached as **Exhibit X**. The legal description and Warranty Deed are attached as **Exhibits Y** and **Z**.

Recommendations:

At its regular scheduled meeting on October 6, 2025, the Planning and Zoning Board voted 2-4 on this application, which failed to give the City Commission a positive recommendation to approve the requested Small Scale *Comprehensive Plan* amendment. A copy of the Draft Minutes for that P & Z Board Meeting Item 5.C. is attached (as **Exhibit AA**), with those Minutes being a Draft as they have not yet been approved by a Board vote.

As the applicant has proposed to limit the overall maximum residential density to eight (8) units per acre and a limitation of a maximum 0.5 FAR, and the site is both relatively isolated and the accompanying PUD rezoning application would be providing more than adequate screening, the Planning Department recommends the City Commission **approve** the requested Small Scale *Comprehensive Plan* amendment to change the Future Land Use to City Commercial as part of this overall annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

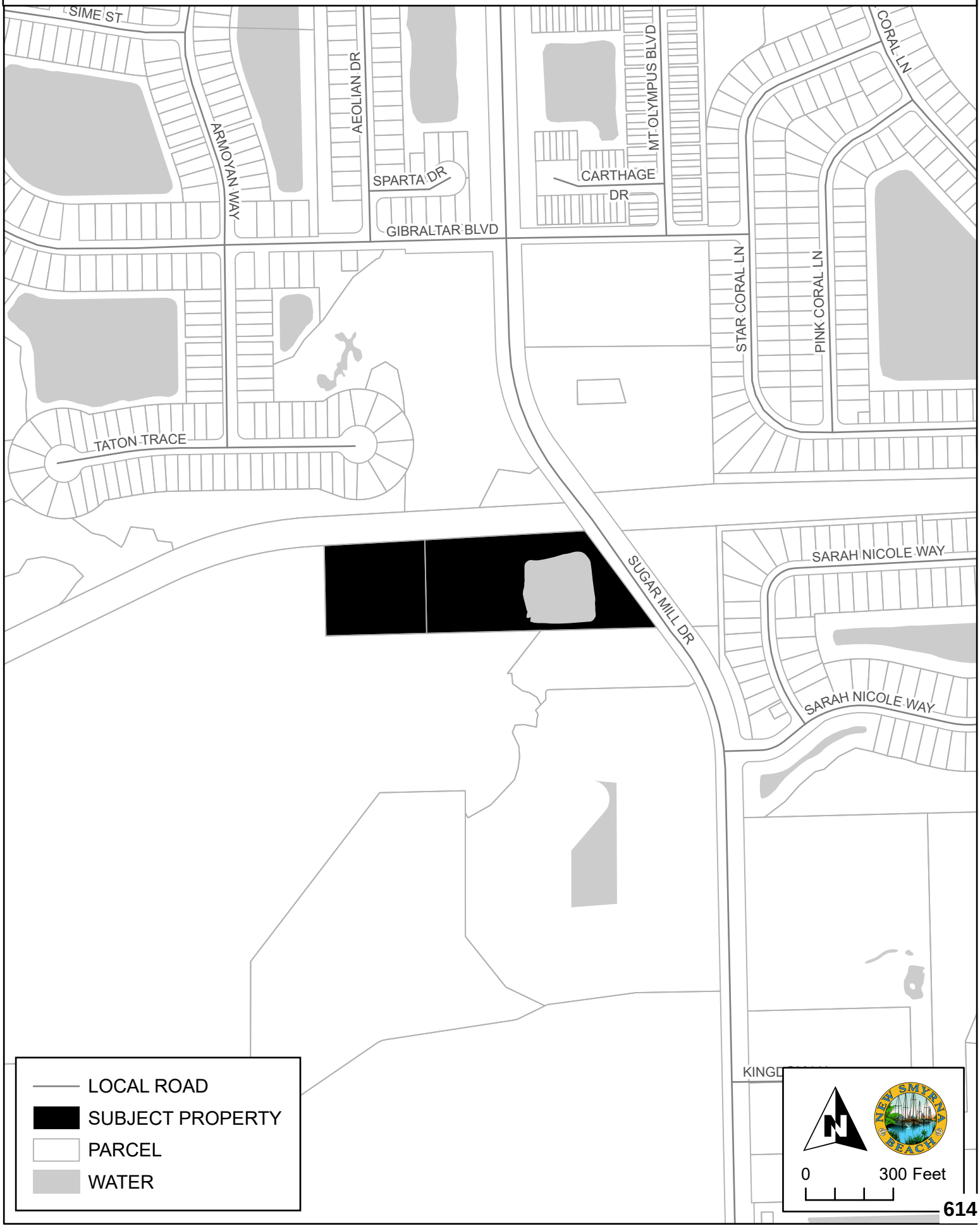
Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Urban Medium Intensity Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Commercial FLU Text.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf

Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit J Airport Runway Protection Zones.pdf
Exhibit K Bicycle and Pedestrian Facilities.pdf
Exhibit L Boat Slip Siting.pdf
Exhibit M City Parks.pdf
Exhibit N Coastal High Hazard Areas.pdf
Exhibit O Evacuation Routes.pdf
Exhibit P Existing Traffic Lanes - 2009.pdf
Exhibit Q Number of Traffic Lanes - 2025.pdf
Exhibit R Existing Level of Service - 2009.pdf
Exhibit S Level of Service - 2025.pdf
Exhibit T Flood Prone Areas.pdf
Exhibit U Neighborhood Map.pdf
Exhibit V Public Transit Routes.pdf
Exhibit W Commission Zones Map.pdf
Exhibit X Interlocal Service Boundary Agreement Map.pdf
Exhibit Y Legal Description.pdf
Exhibit Z Special Warranty Deed.pdf
Exhibit AA Minutes (draft) of 10-6-25 P & Z Board Mtg for Item 5.C. .pdf
Business Impact Estimate - Ord 81-25 390 Sugar Mill Dr.pdf
Ord 81-25 Small Scale 390 Sugar Mill Dr.pdf

A-6-25: 390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 LOCATION MAP

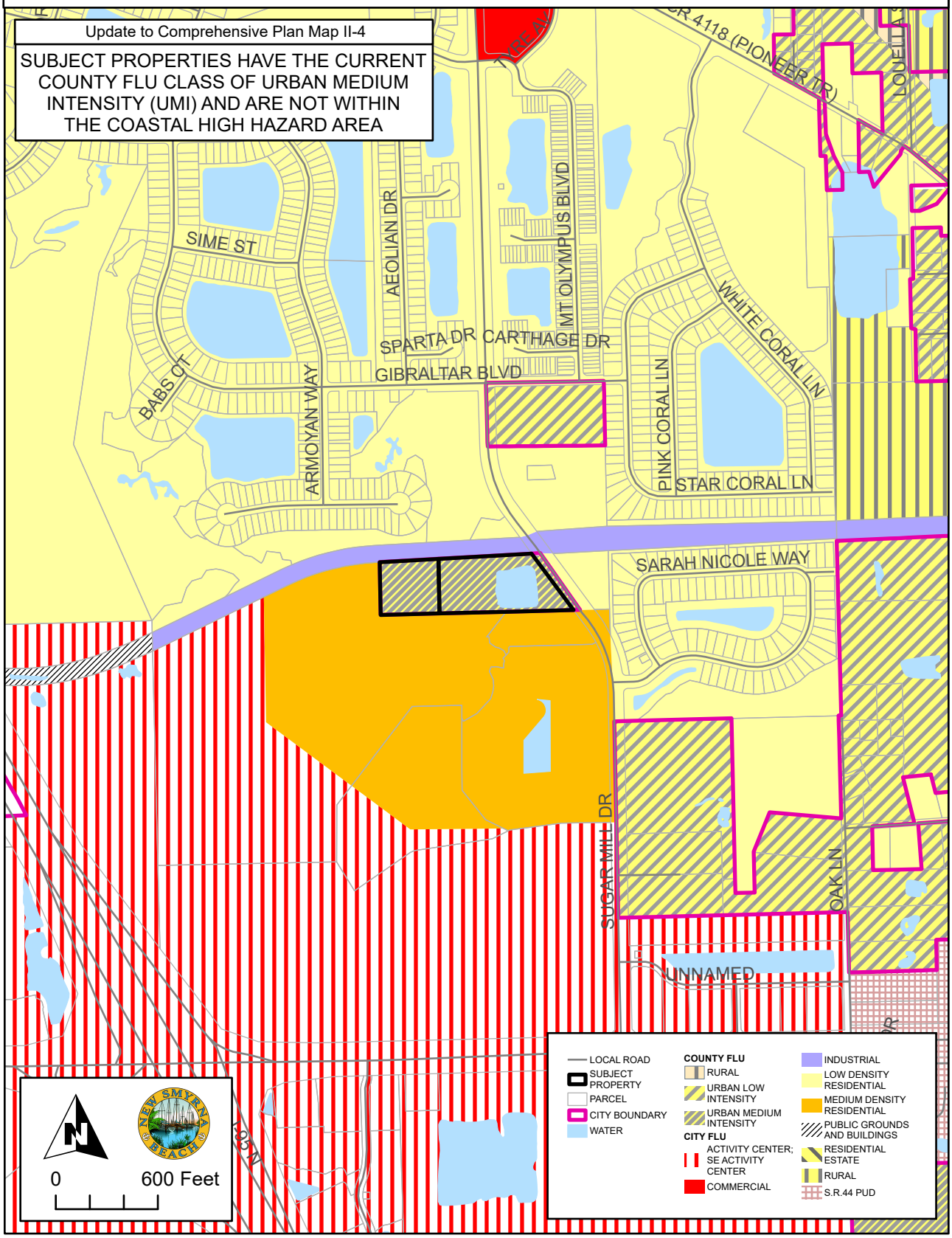


A-6-25: 390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-6-25



Urban Medium Intensity (UMI) –

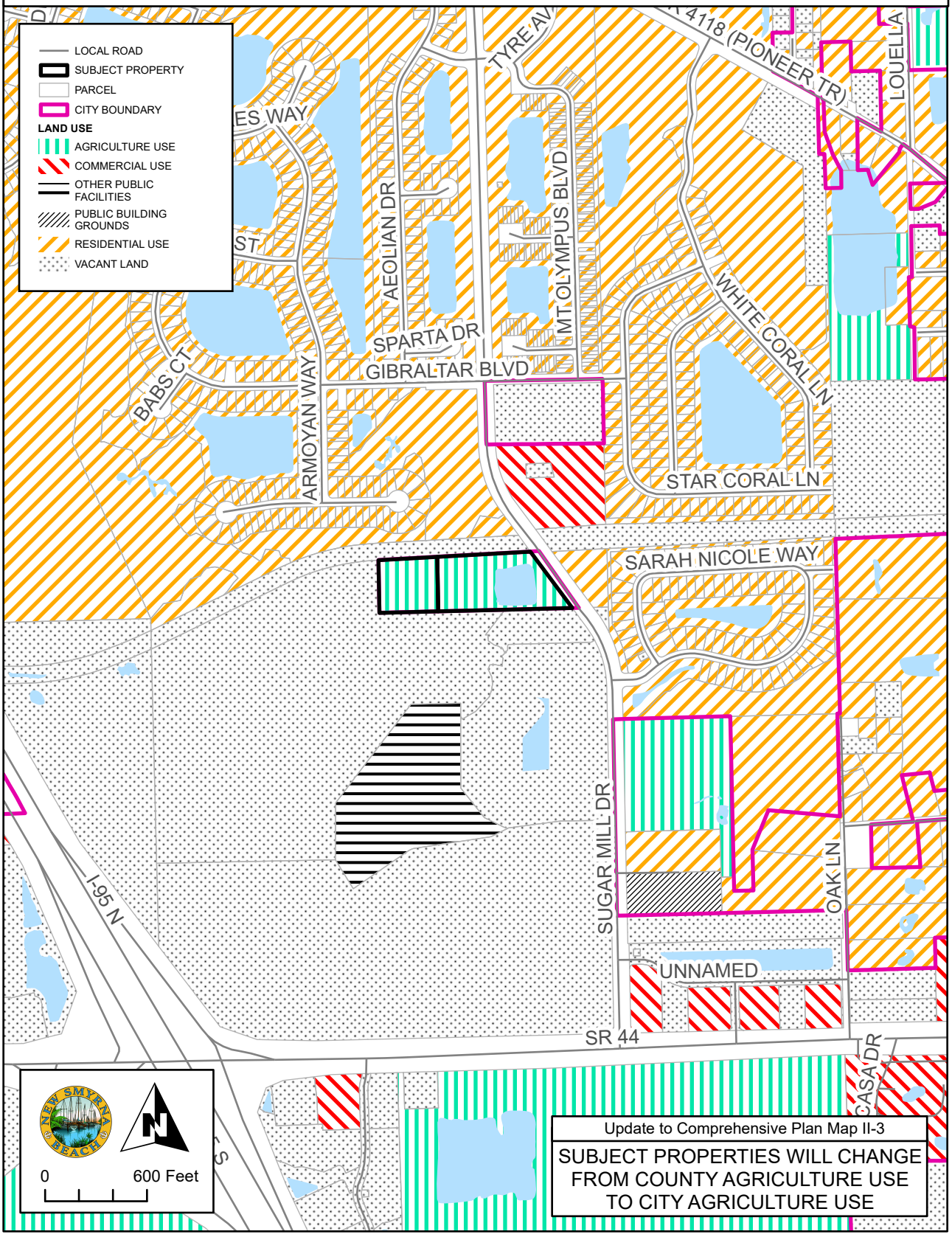
Areas that contain residential development at a range of up to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses and low-rise apartments.

The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one- quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

EXISTING LAND USE DESIGNATIONS

A-6-25



COMMERCIAL

Maximum allowed density:
8.01 to 12 dwelling units per acre on the barrier island
8.01 to 18 dwelling units per acre on the mainland
Up to 24 transient lodging units per acre

Maximum allowed Floor Area Ratio (FAR): 2.0

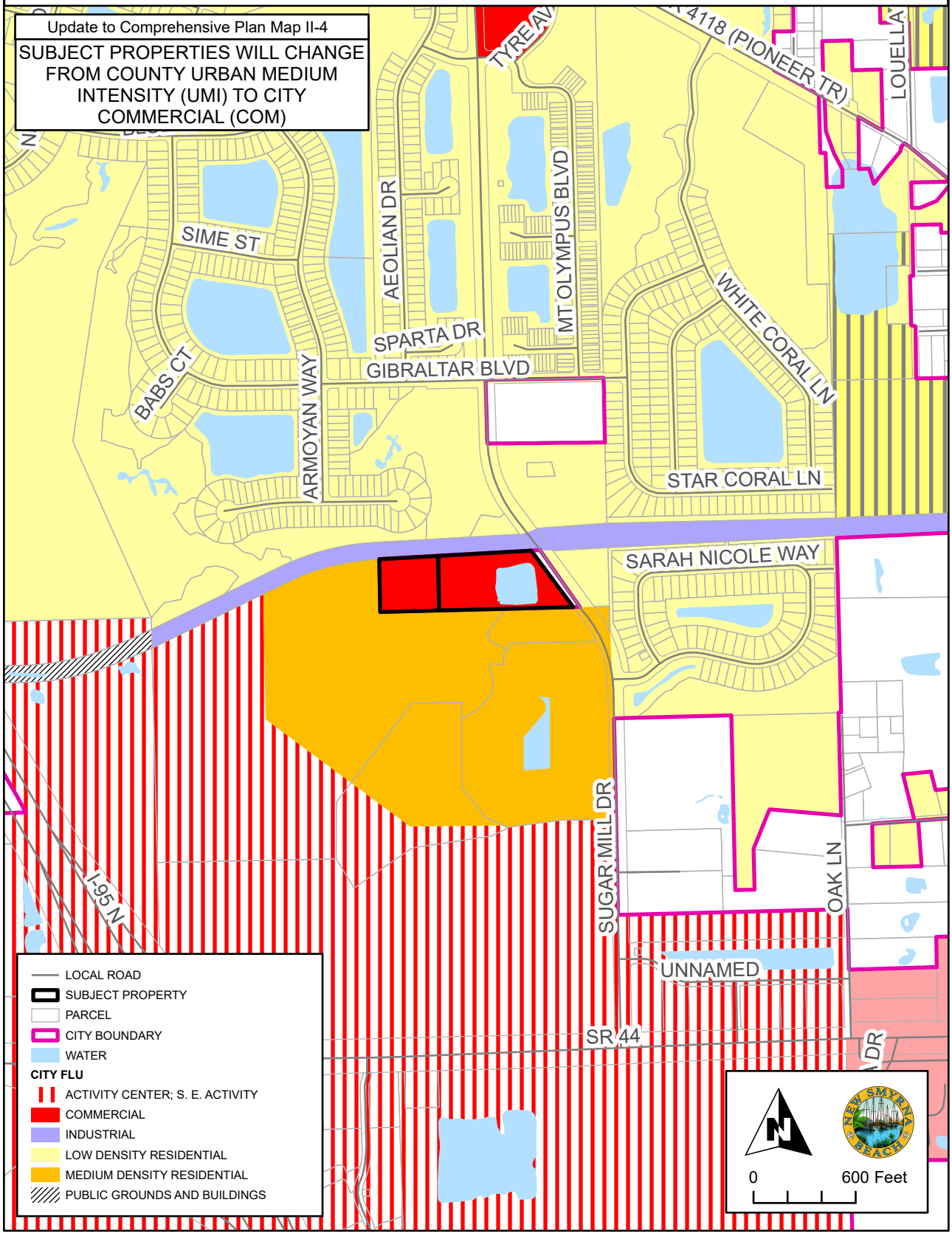
Maximum Allowable Percentage of Uses for Developments Using the Planned Unit Development Format:
Retail: 100%
Office: 100%
Residential: 25%
Industrial: 0%

Intent: This category is intended for the development of high quality business activities, including retail, hotel, office, financial institutions, and high-density residential. They should be confined to certain arterial and collector roads, and to the Flagler Avenue districts.

The State Road 44 corridor, particularly the undeveloped areas west of Old Mission Road, should be developed in a manner to protect adjacent residential neighborhoods from adverse impacts of unbridled commercial development. All properties along the north side of State Road 44, west of Eddie Road, and all properties along the south side of State Road 44, west of Hidden Pines Boulevard, shall be developed or redeveloped using the planned unit development format

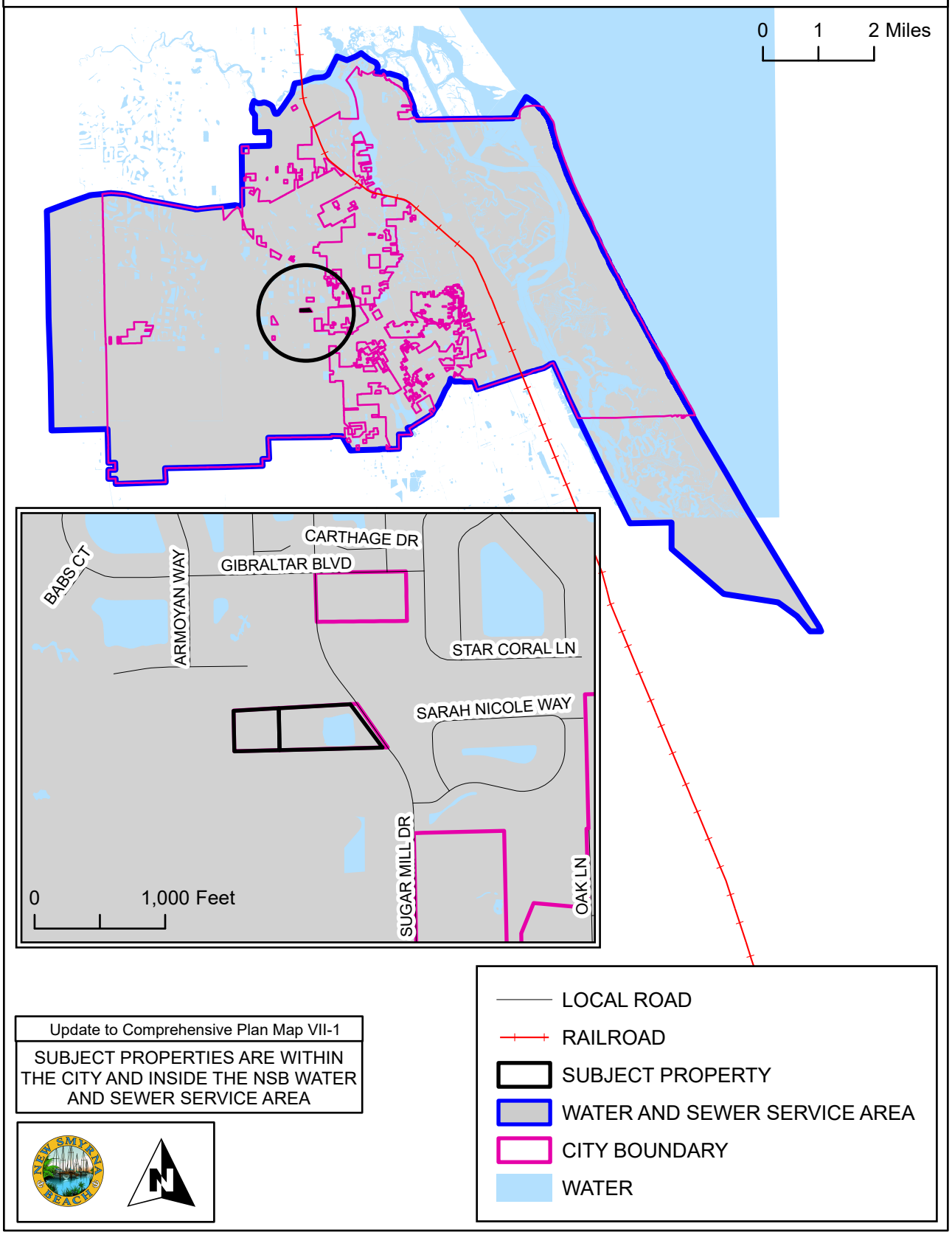
PROPOSED FUTURE LAND USE DESIGNATIONS

A-6-25



WATER AND SEWER SERVICE AREA

A-6-25

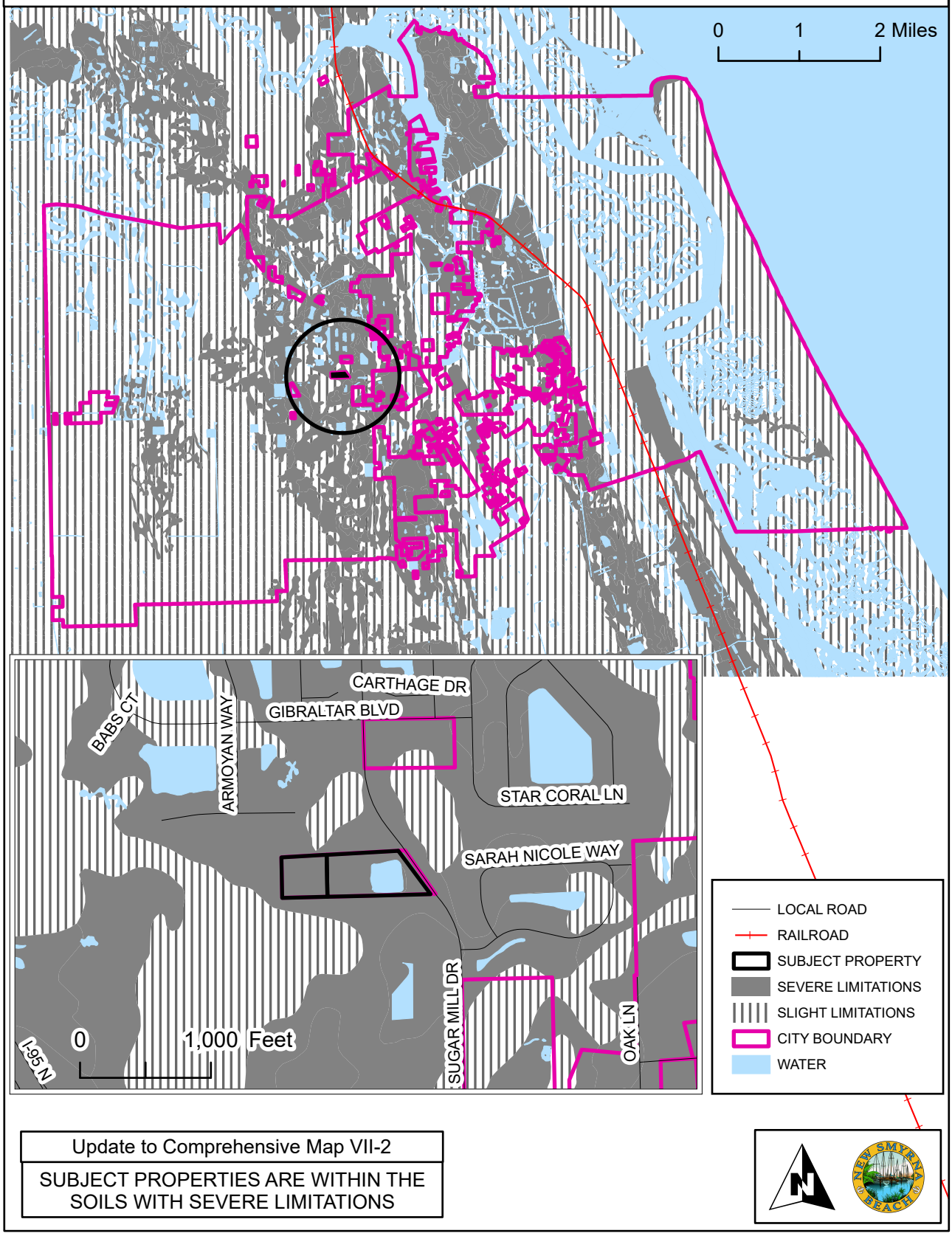


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTIES ARE WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-6-25

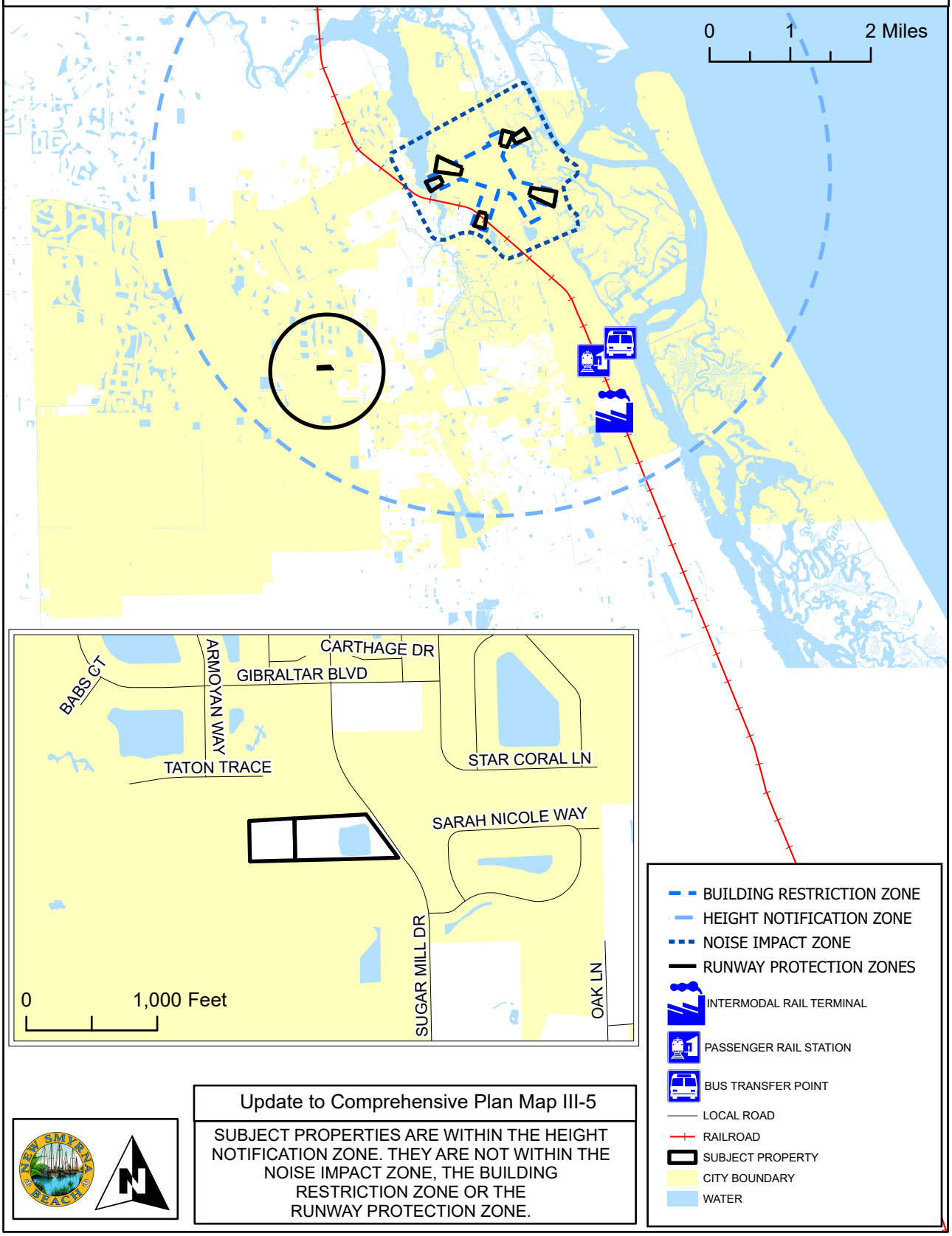


Update to Comprehensive Map VII-2

SUBJECT PROPERTIES ARE WITHIN THE SOILS WITH SEVERE LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-6-25

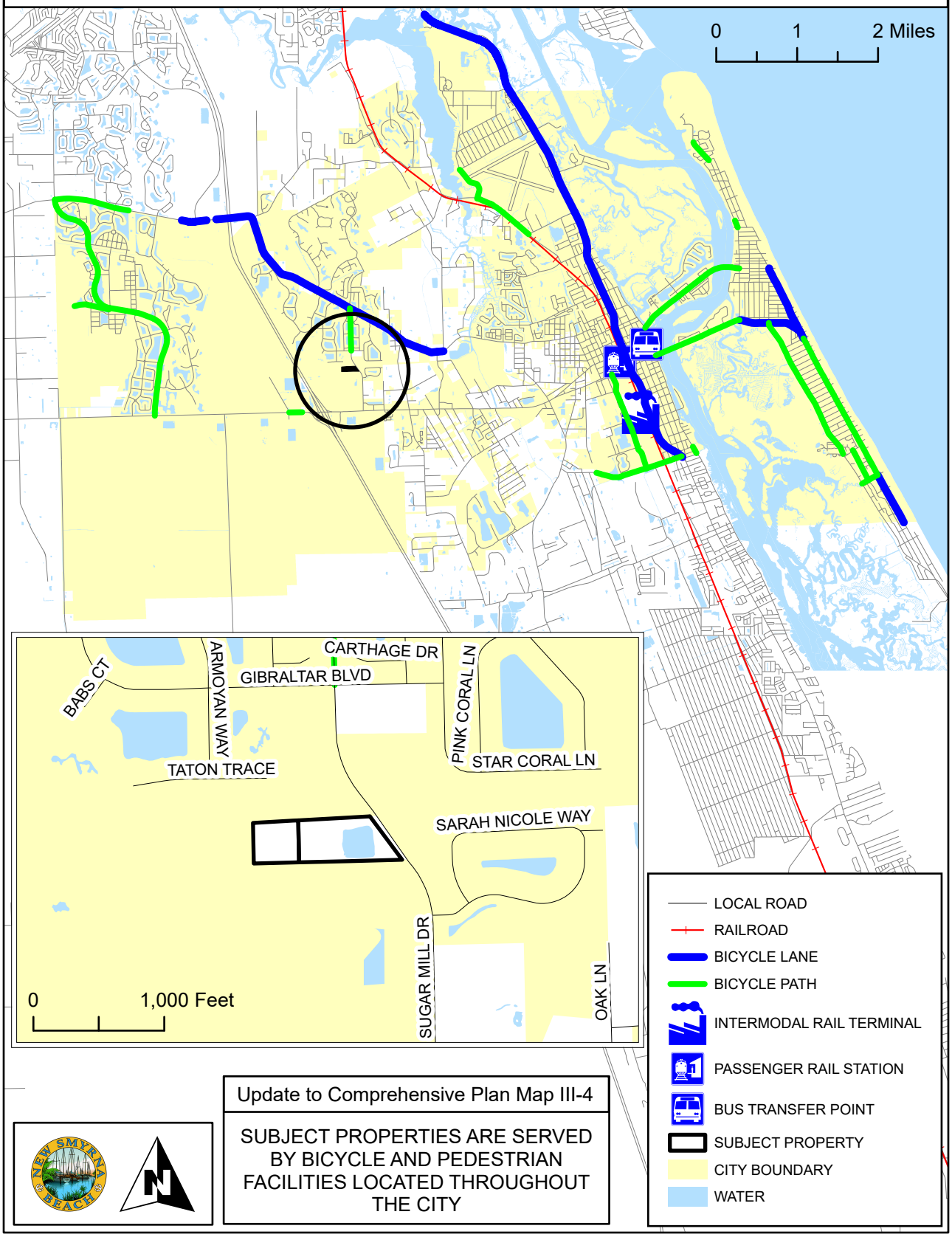


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTIES ARE WITHIN THE HEIGHT NOTIFICATION ZONE. THEY ARE NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-6-25

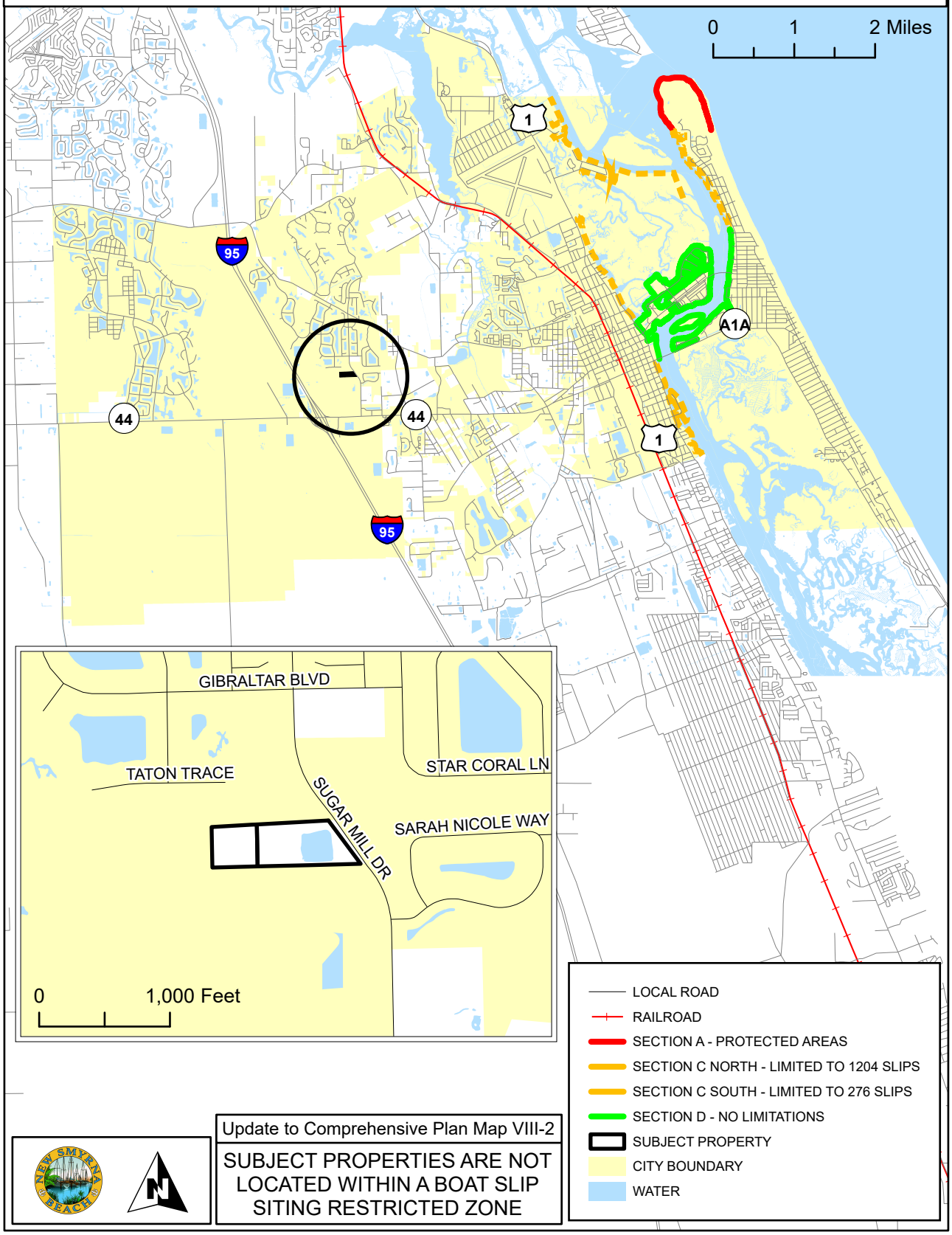


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTIES ARE SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-6-25

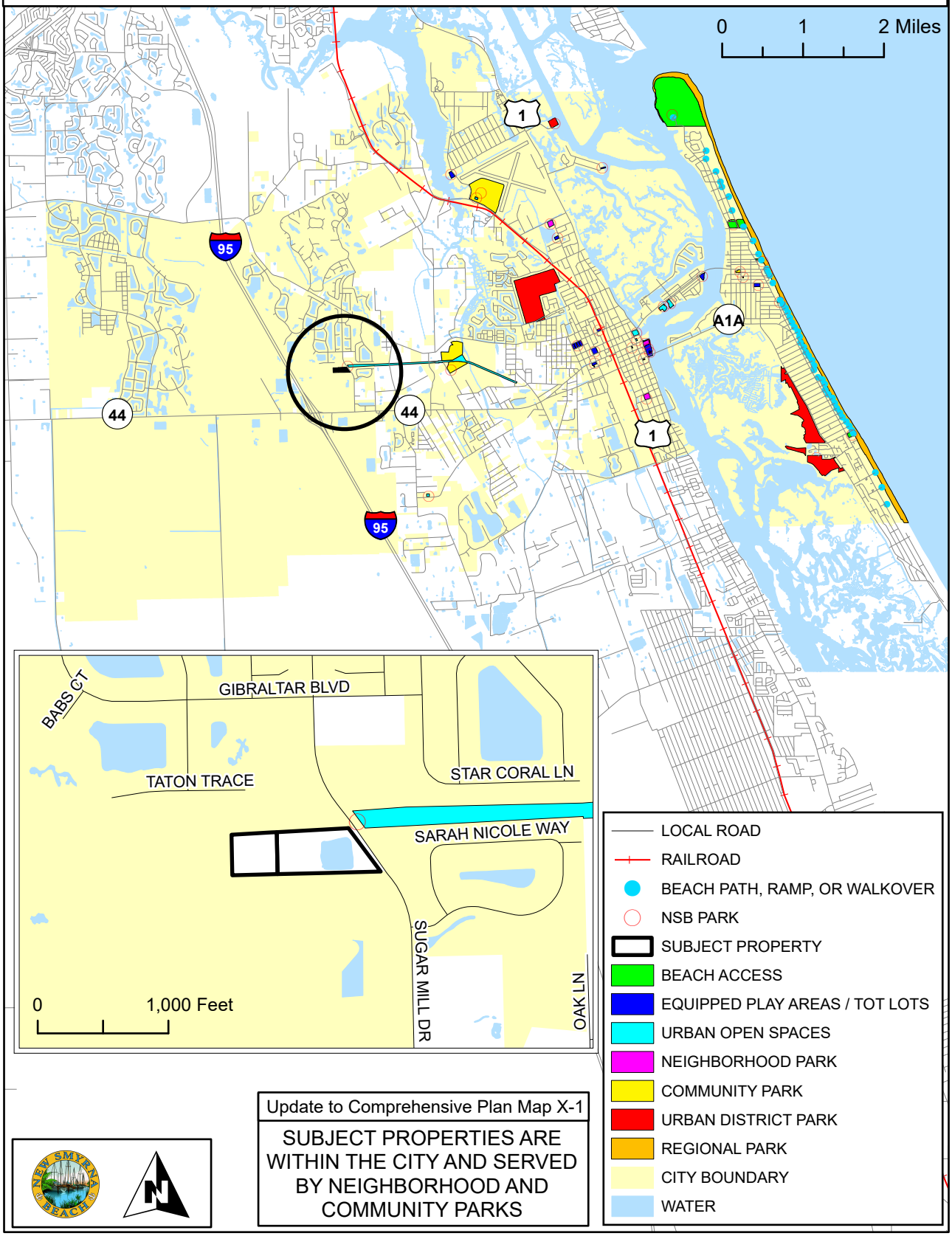


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTIES ARE NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-6-25

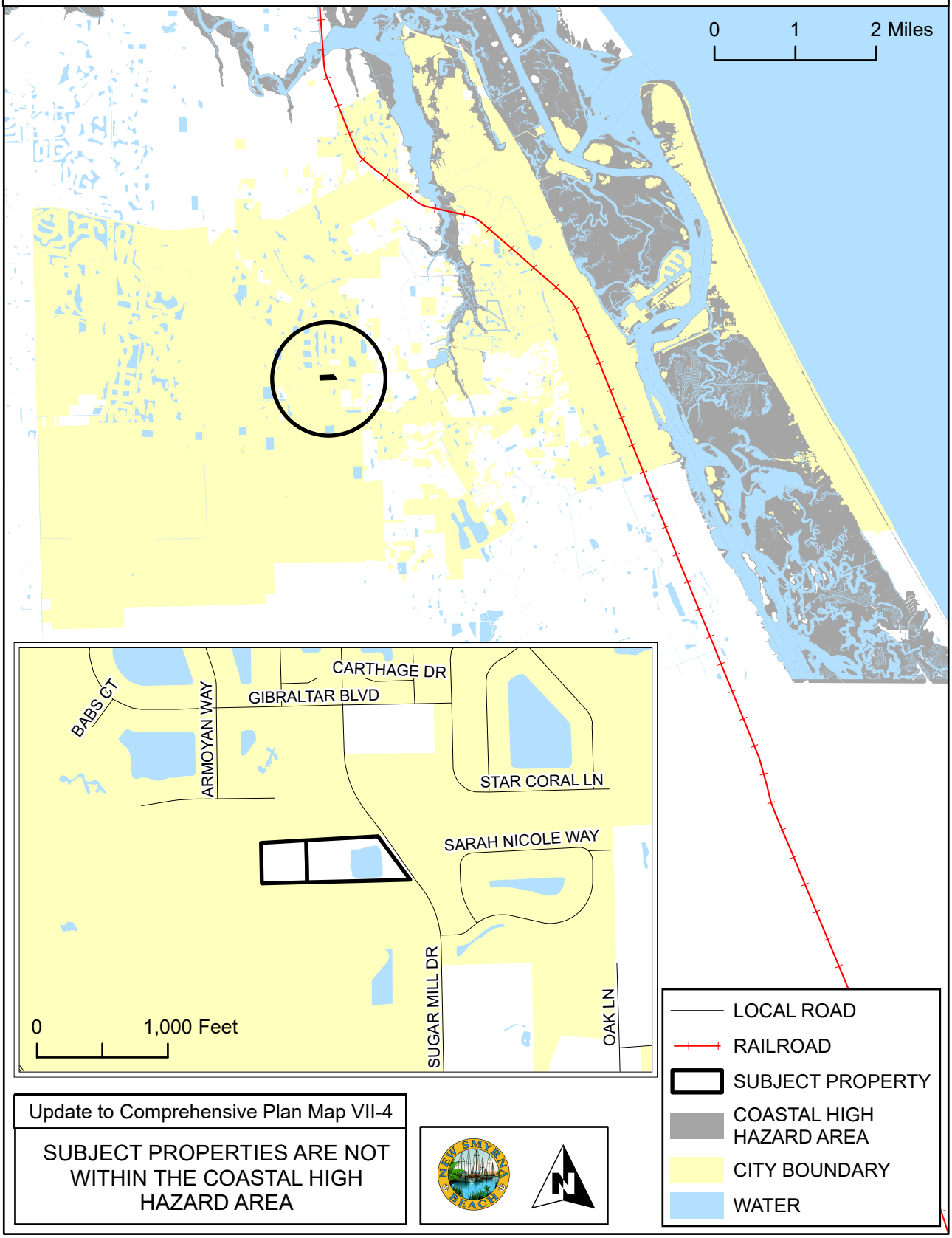


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTIES ARE WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-6-25

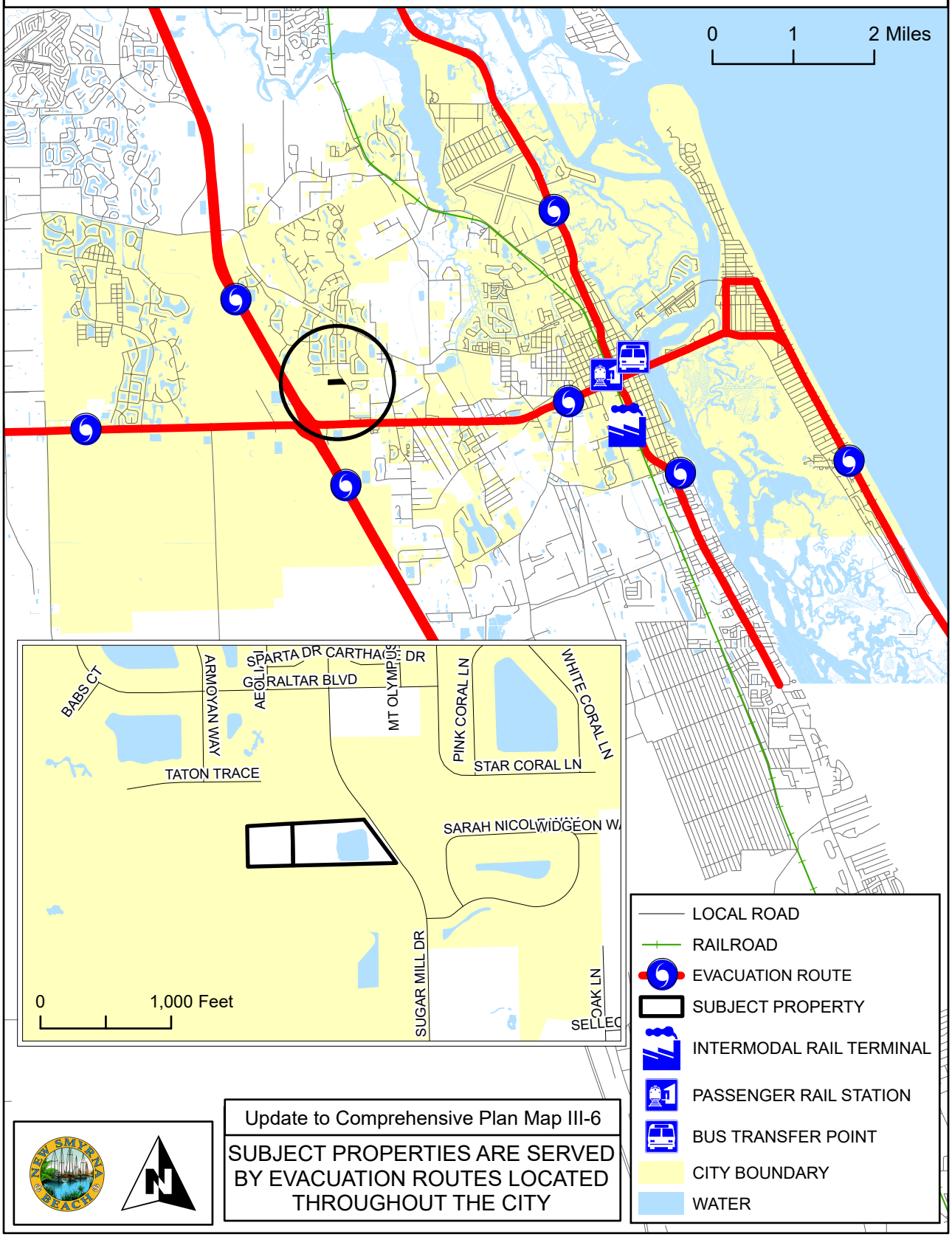


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTIES ARE NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-6-25

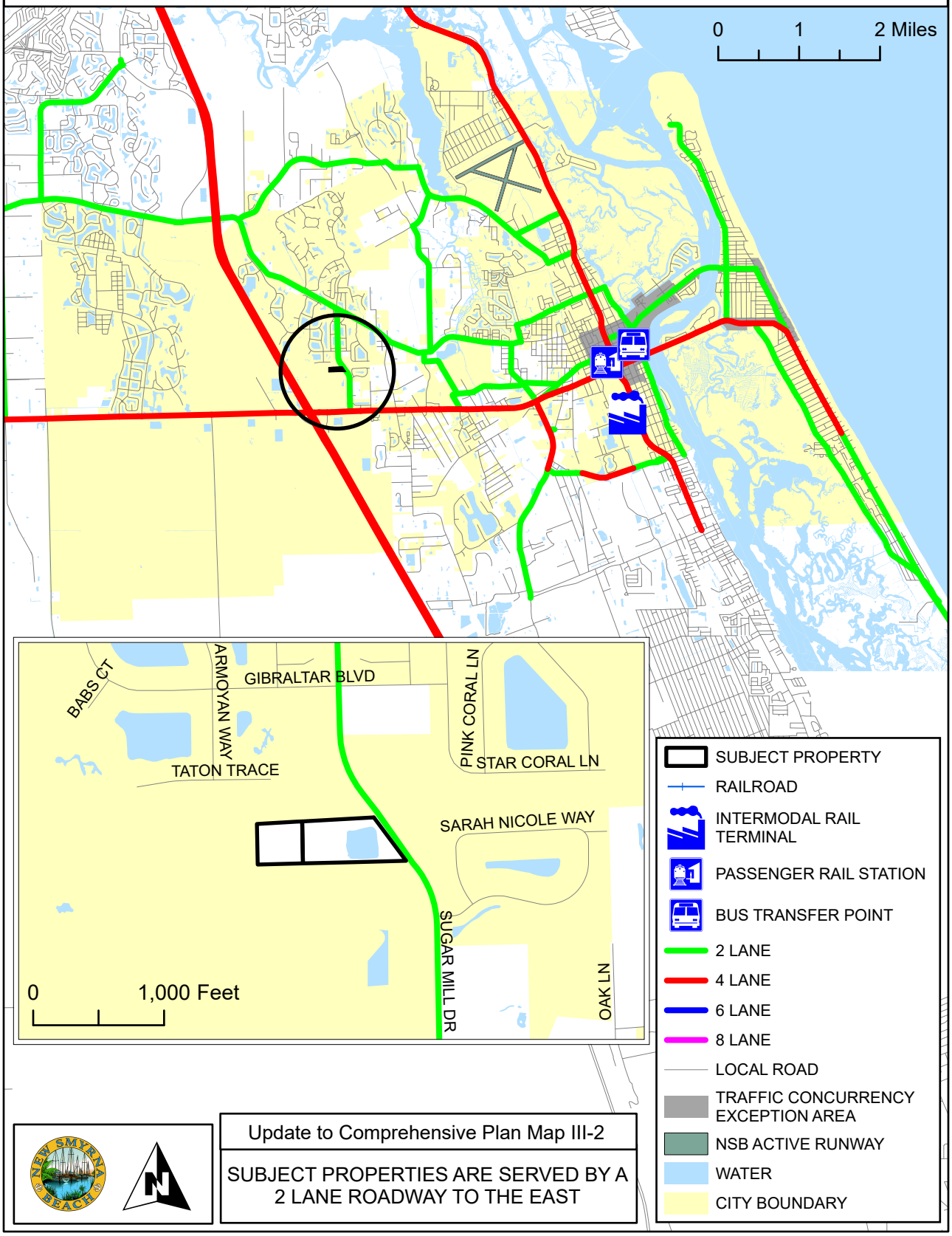


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTIES ARE SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-6-25

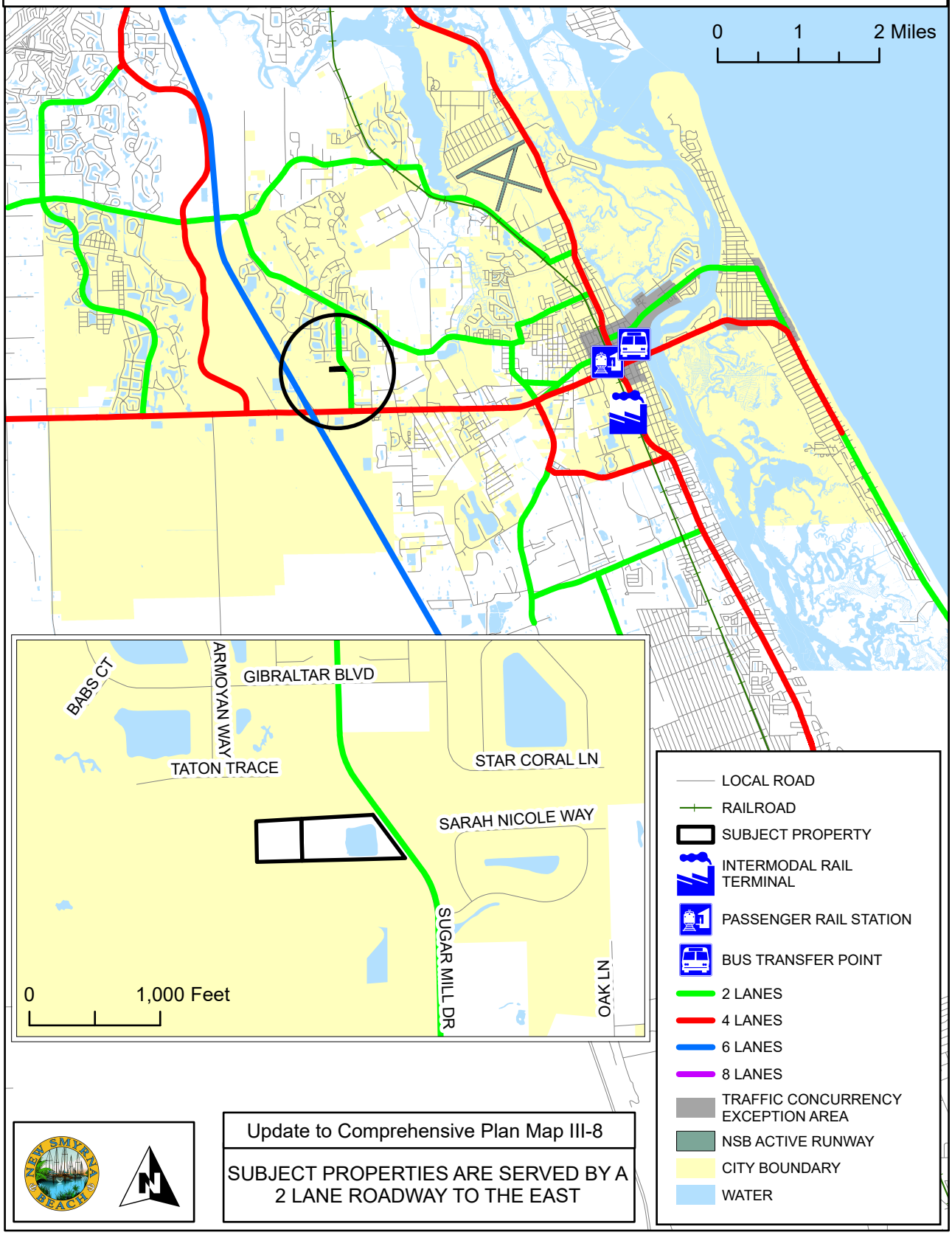


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTIES ARE SERVED BY A 2 LANE ROADWAY TO THE EAST

NUMBER OF TRAFFIC LANES - 2025

A-6-25

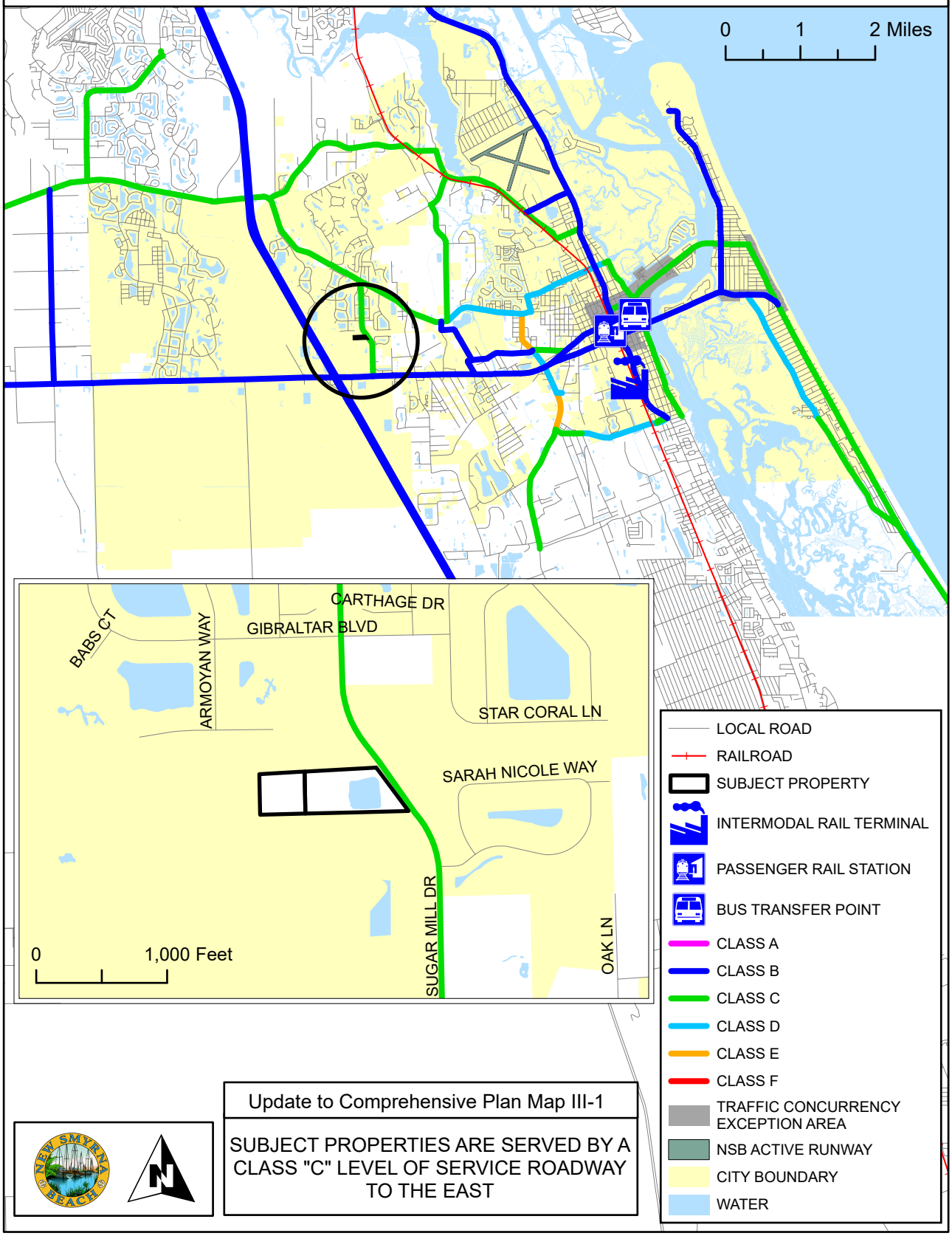


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTIES ARE SERVED BY A 2 LANE ROADWAY TO THE EAST

EXISTING LEVEL OF SERVICE - 2009

A-6-25

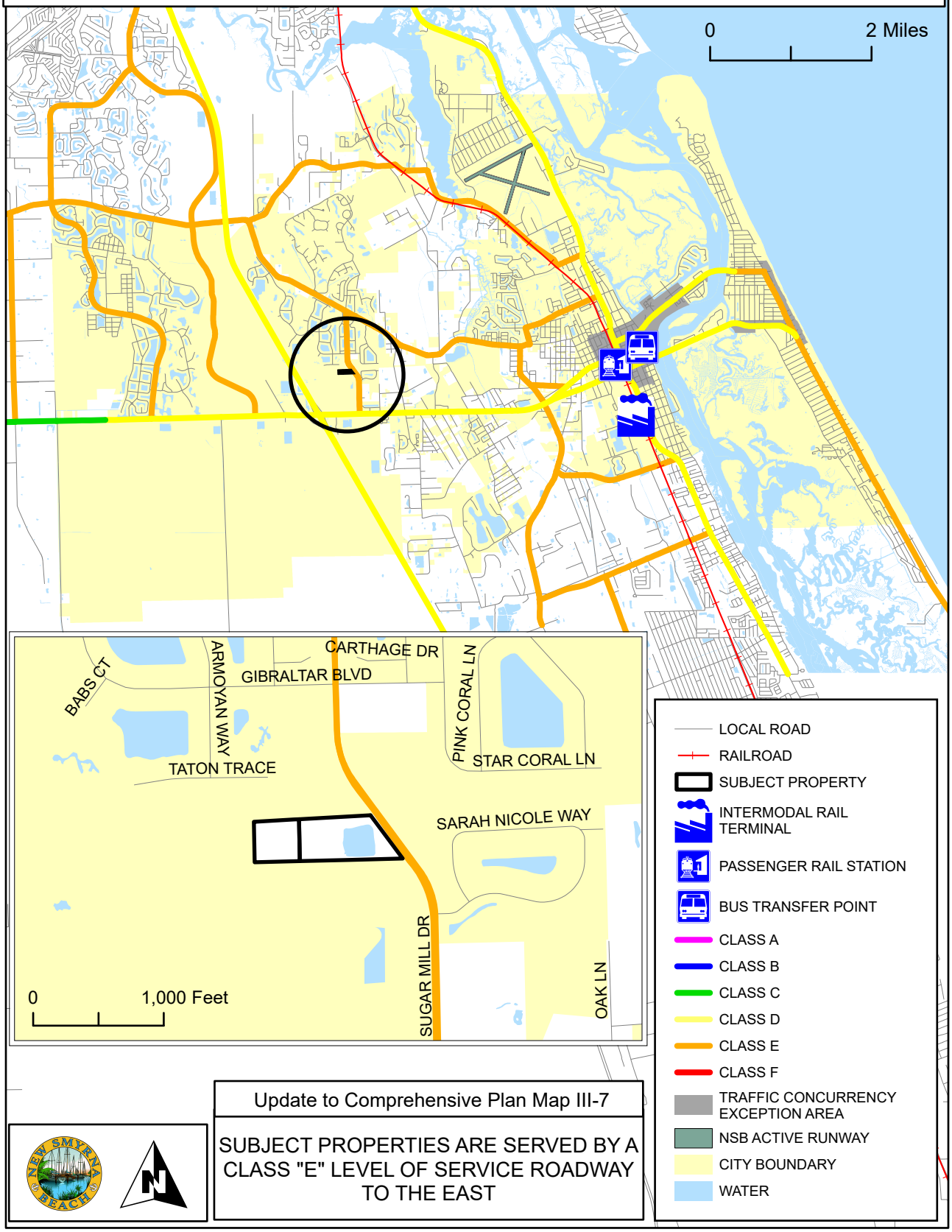


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTIES ARE SERVED BY A CLASS "C" LEVEL OF SERVICE ROADWAY TO THE EAST

LEVEL OF SERVICE - 2025

A-6-25

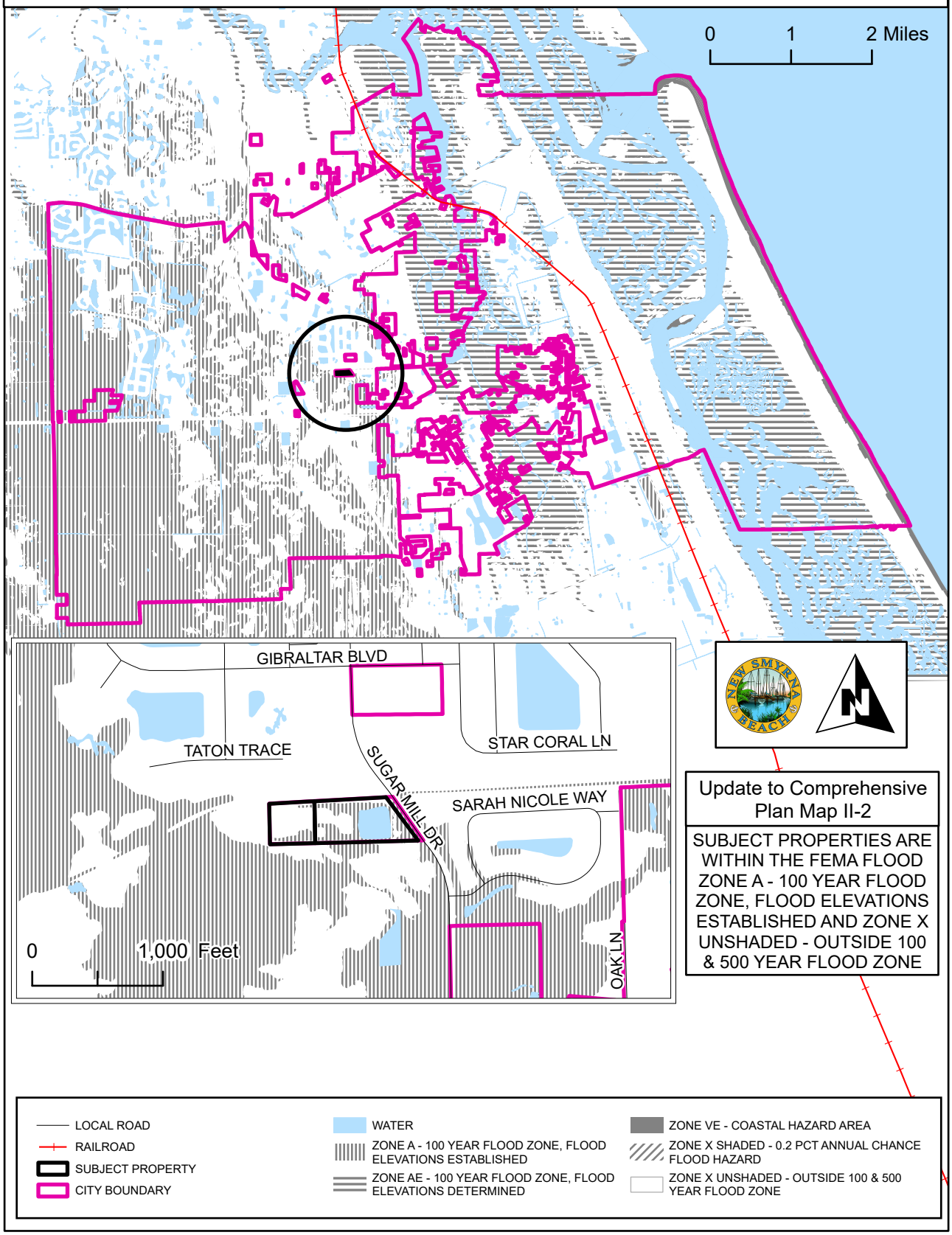


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTIES ARE SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE EAST

FLOOD PRONE AREAS

A-6-25



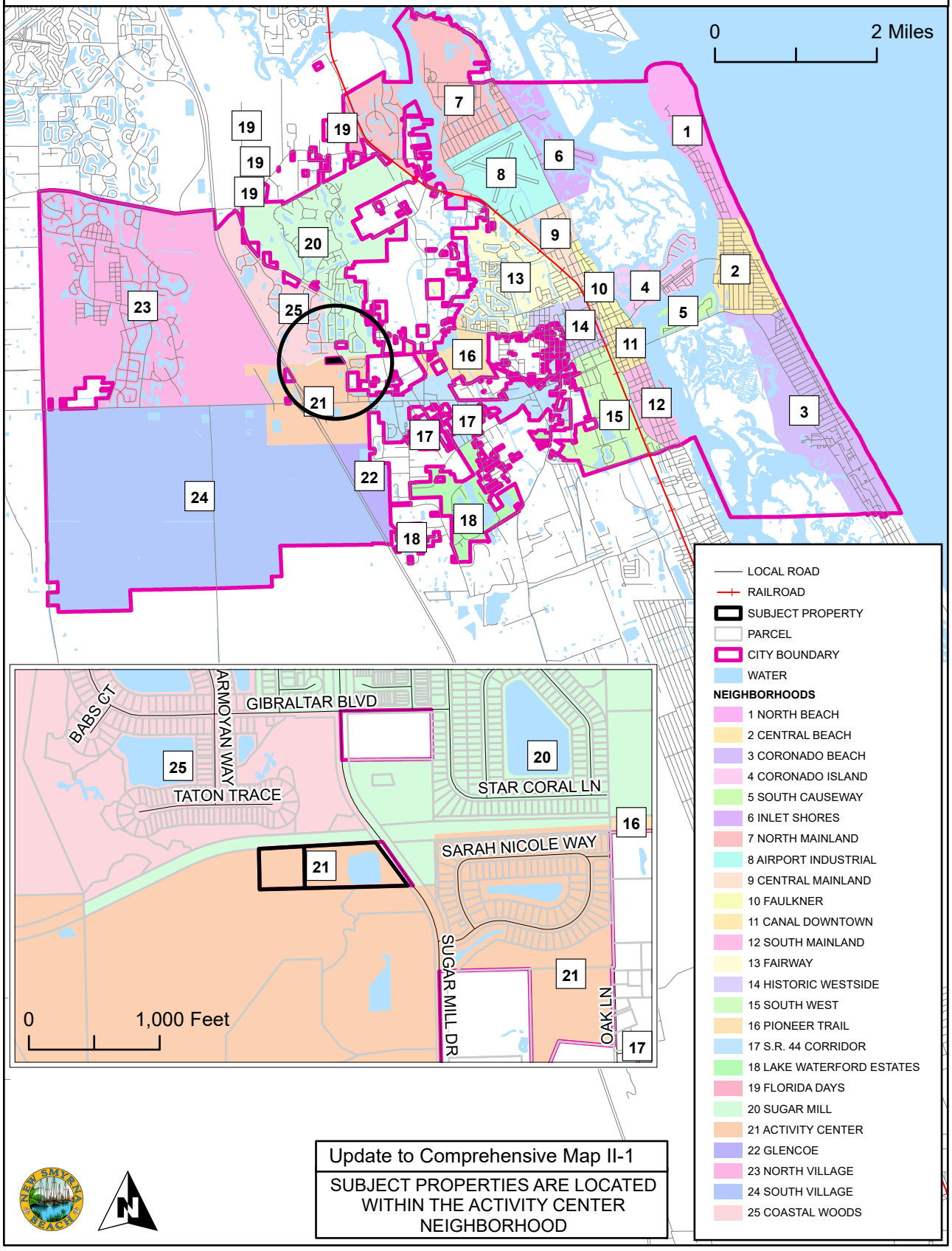
Update to Comprehensive Plan Map II-2

SUBJECT PROPERTIES ARE WITHIN THE FEMA FLOOD ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED 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

NEIGHBORHOODS

A-6-25

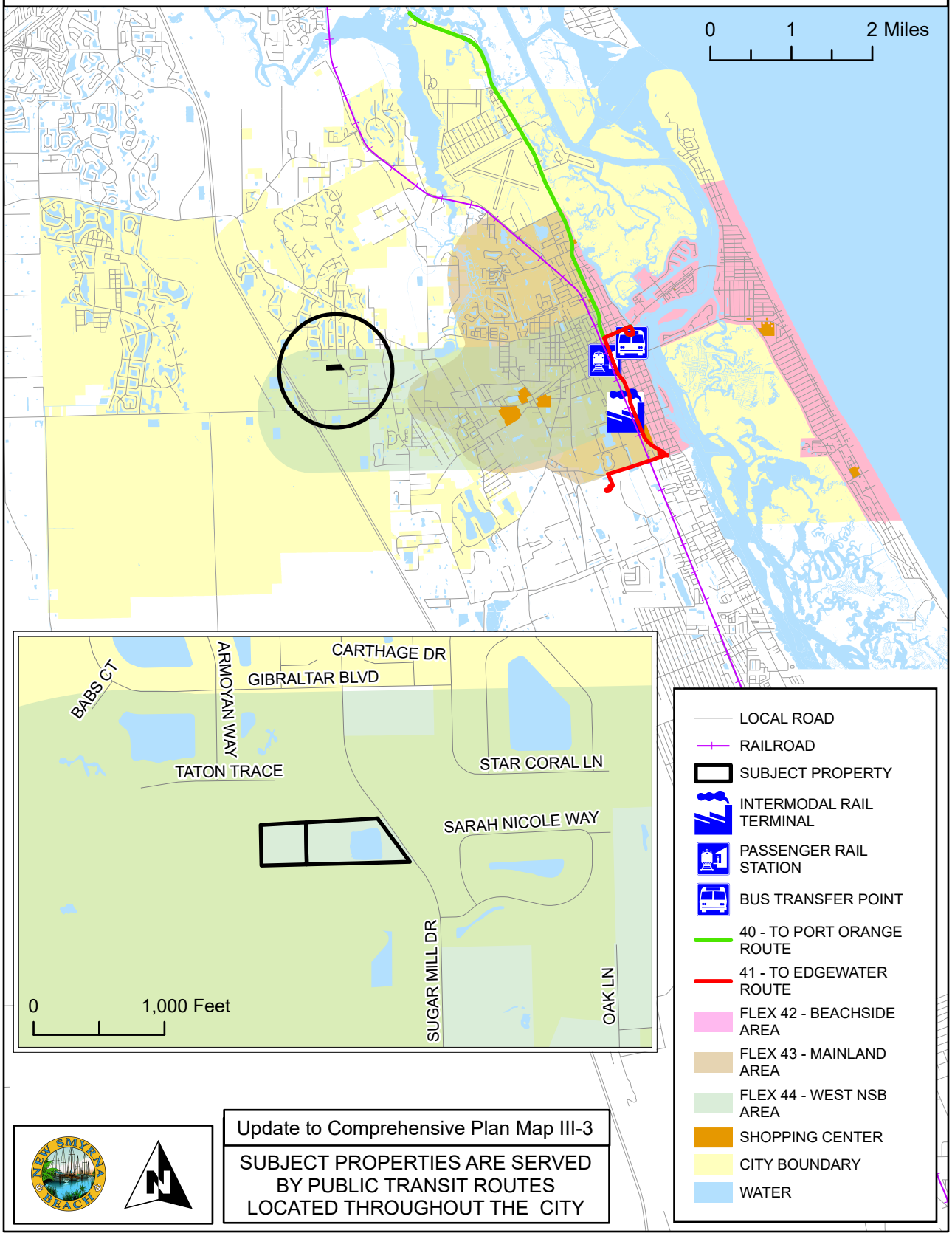


Update to Comprehensive Map II-1

SUBJECT PROPERTIES ARE LOCATED WITHIN THE ACTIVITY CENTER NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-6-25

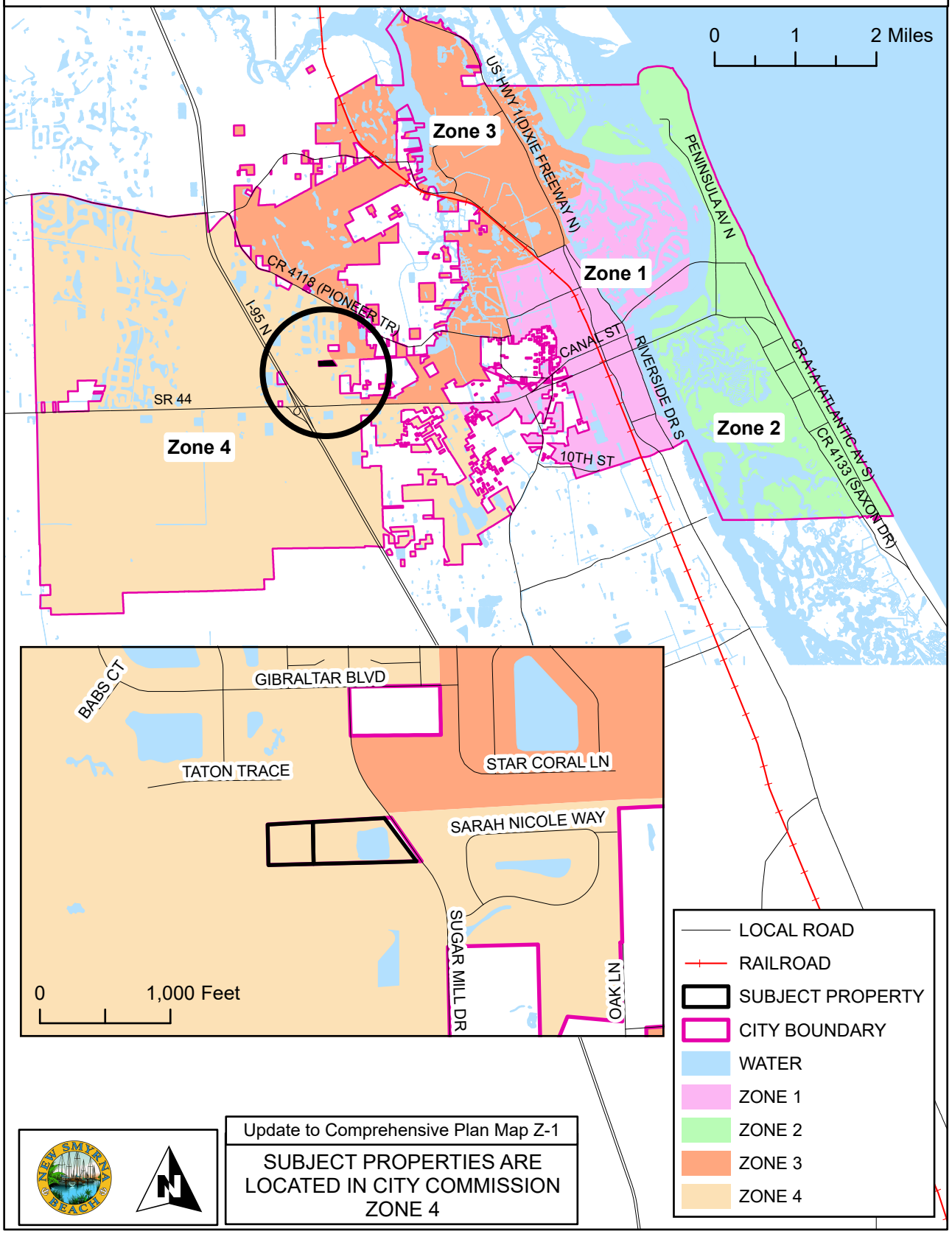


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTIES ARE SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

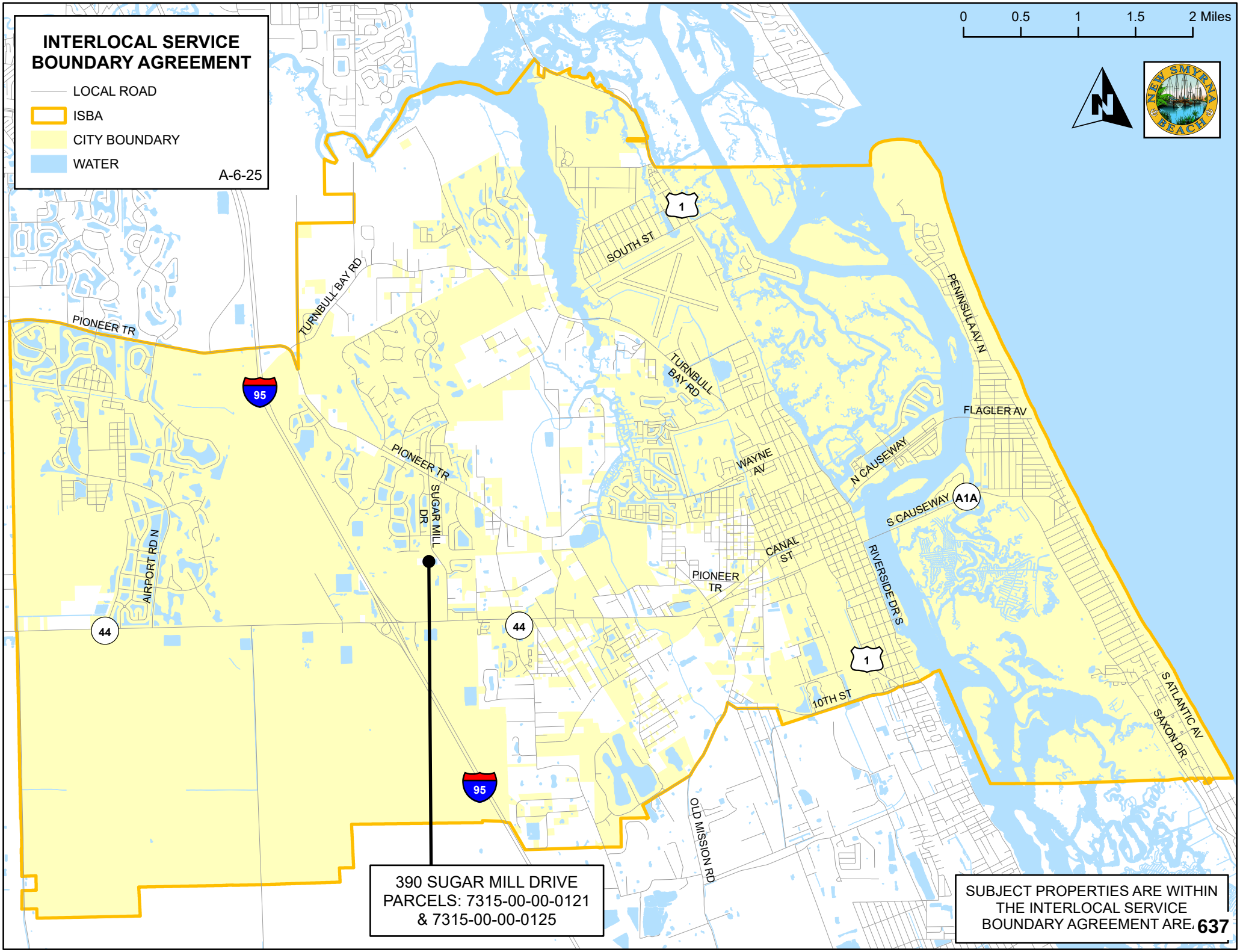
COMMISSION ZONES

A-6-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTIES ARE LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-6-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121
& 7315-00-00-0125
SUBJECT PROPERTIES ARE WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
637

LEGAL DESCRIPTION

Address:
390 Sugar Mill Drive, New Smyrna Beach, Florida 32168

Parcel Numbers
7315-00-00-0121
7315-00-00-0125

AltKey Numbers:
4939318
6172421

Metes and Bounds by Shannon Surveying, INC.

THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH ¼ OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THEN N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTRIANCE OF 900.71 TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 15; THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING.
CONTAINS THERIN 7.556 ACRES, MORE OR LESS.

09/14/2011 10:19 AM
Instrument# 2011-155248 # 1
Book: 6631
Page: 3484

RETURN TO: 10-11-000321 ND
FIDELITY NATIONAL TITLE
400 W. Morse Blvd., Ste. 103
Winter Park, FL 32789

This Document Prepared By:
Christopher D. Mader
ServiceLink
4000 Industrial Boulevard
Alquippa, PA 15001

Parcel ID #: 7315-00-00-0121 and 7315-00-00-0125

Return To:
ServiceLink
4000 Industrial Boulevard
Alquippa, PA 15001
SL # 2250022

Loan #: 0256535725

"CORRECTIVE"
SPECIAL WARRANTY DEED

"This deed is being presented for recording to correct the legal description for the deed recorded 06/07/2011 found in BK 6599 Page 2553 in Volusia County, FL.

This SPECIAL WARRANTY DEED, dated 08/16/2011 by Wells Fargo Bank, NA, successor by merger to Wachovia Mortgage Corp., whose post office address is 8480 Stagecoach Circle Frederick MD, 21701, hereinafter called the GRANTOR, to **AJ Two LLC**, a Florida Limited Liability Company, whose post office address is *Port Orange, FL 32128 hereinafter called the GRANTEE:
*3199 Royal Birkdale Way
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of Seventy-Six Thousand Nine Hundred and 50/100 Dollars ($76,950.00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Volusia** County, **FLORIDA**, viz:

Parent Tract
THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH ¼ CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01'06'18"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87'02'59E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 900.71 TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36'22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE

AFORESAID SECTION 15, THENCE S88'33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.556 ACRES MORE OR LESS.

Tax/Parcel ID: 7315-00-00-0121 and 7315-00-00-0125 commonly as 390 SUGAR MILL DR, NEW SMYRNA BEACH 32168

Being the same premises which VOLUSIA County Clerk of the Circuit Court, in deed dated 3/18/2010 and recorded 3/31/2010 in the Volusia County Recorder's Office in Book 6460 Page 2418 granted and conveyed to Wells Fargo Bank, NA, successor by merger to Wachovia Mortgage Corp..

GRANTOR HEREBY AFFIRMS THE PROPERTY DESCRIBED HEREIN IS HOMESTEAD.

Seller makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the property.
SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year **2011** and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
TO HAVE AND TO HOLD, the same in fee simple forever.
AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Instrument# 2011-155248 # 3
Book: 6631
Page: 3486
Diane M. Matousek
Volusia County, Clerk of Court

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.
SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: Regina W Orlik
Print Name: Regina W Orlik

Signature:
Print Name: Stephen Niswonger

Wells Fargo Bank, N.A., Successor By Merger To
Wachovia Bank NA

By: Nicole Cobb

Its: REO Asset Specialist

STATE OF FL
COUNTY OF Volusia

THE FOREGOING INSTRUMENT was acknowledged before me this 16th day of August, 2011 by Nicole Cobb, REO Asset Specialist of Wells Fargo Bank, N.A., Successor By Merger To Wachovia Bank NA. on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(SEAL)

Regina W Orlik
Notary Public
Print Name: Regina W Orlik
My Commission Expires: 11/28/2014

REGINA W. ORLIK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE045443
Expires 11/28/2014

Motion:
Member Hodges moved to recommend approval for A-06-25: Sugar Mill Drive, as submitted. Member Hall seconded the motion, and the motion carried unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Hodges
SECONDER:	Hall
AYES:	Causey, Hall, Bien, Yates, Hodges, Hulvershorn

5.C CPA-0005-2025: Review and give a recommendation to the City Commission on a proposed Small-Scale Comprehensive Plan amendment changing the Future Land Use to Commercial and limiting the allowable residential density on approximately 7.56 + acres of land located at 390 Sugar Mill Drive.

Jeff Gove, Chief Planner, outlined the Applicant's request to amend the comprehensive plan changing the future land use to commercial.

Vice-Chair Yates asked if the applicant would like to speak.

Vice-Chair Yates opened Public Participation. As no citizens wished to speak, Vice-Chair Yates closed Public Participation.

Vice-Chair Yates asked the Board if they had any additional questions or comments.

Motion:
Member Causey moved to recommend approval for CPA-05-25: Amend the Future Land Use Map to Commercial, as submitted. Member Bien seconded the motion, and the motion failed with members Hall, Bien, Hodges and Hulvershorn voting no.

RESULT:	**DENIED [2-4 VOTES]**
MOVER:	Causey
SECONDER:	Bien
AYES:	Causey, Yates,
NAYES:	Hall, Bien, Hodges, Hulvershorn

5.D **PUD-06-25, Review and give a recommendation to the City Commission on a proposed rezoning application to change the current zoning from County PUD to City PUD on approximately 7.6 acres of land located at 390 Sugar Mill Drive, associated with companion and concurrent applications for Annexation and a revised CPA FLU designation.**

Jeff Gove, Chief Planner, outlined the Applicant's request to allow for a Storage Facility for Boats and RV's, in a combination of 147 total spaces within Enclosed Buildings or within an internal paved parking area potentially under Canopy Covers.

Member Hodges asked whether the site includes bathrooms or clean-out stations.

Jeff Gove, Chief Planner, confirmed that the site plan includes a dump station and a tank pump located at the east end of the open canopy storage area.

Member Causey asked about a wash station, but Jeff Gove was unsure and suggested asking the developer directly.

Member Bien questioned whether the commercial future land use designation permits industrial uses like RV and boat storage.

Mr. Gove explained, the use is retail-oriented, not strictly industrial, RV/boat storage doesn't produce off-site impacts, so it fits within commercial zoning and other zoning districts like B-3 also allow this use under commercial land use.

Member Hall raised concerns about traffic flow, especially slow-turning RVs. He asked whether a turn lane or deceleration lane might be required in the future.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 81-25 Small Scale 390 Sugar Mill Dr.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 81-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 7.6± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF SUGAR MILL DRIVE, NORTH OF STATE ROAD 44, ADDRESSED AS 390 SUGAR MILL DRIVE, FROM VOLUSIA COUNTY *URBAN MEDIUM INTENSITY* TO CITY *COMMERCIAL*; 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, Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114, applicant on behalf of AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, FL 32128, property owner, has requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 7.6± acres of property generally located on the west side of Sugar Mill Drive, north of State Road 44, addressed as 390 Sugar Mill Drive, from Volusia County *Urban Medium Intensity* to City *Commercial* to amend City Neighborhood Map II-1 to show the subject property is located within the Activity Center Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone A and Zone X Unshaded; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Agriculture Use* to City *Agriculture Use* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class C level of service roadway to the east; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 2-lane roadway to the east; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class E level of service roadway to the east; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by 2-lane roadway to the east; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the soils with severe limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard Area; to amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a boat slip siting restricted zone; to amend City Parks Map

X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 4; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on October 6, 2025, by a vote of 2-4, recommended denial of the application to the City Commission; and

WHEREAS, the proposed Amendment is from Volusia County *Urban Medium Intensity* to City *Commercial* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

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

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

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

from Volusia County *Urban Medium Intensity* to City *Commercial.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within Activity Center 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 A and Zone X Unshaded.

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

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Agriculture Use* to City *Agriculture Use.*

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

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class C level of service roadway to the east.

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

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 2-lane roadway to the east.

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

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

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

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

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

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

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

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

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

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class E level of service roadway to the east.

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

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by 2-lane roadway to the east.

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

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

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

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with severe limitations.

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

SECTION 15: *Map Amendment.* That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

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

SECTION 16: *Map Amendment.* That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

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

SECTION 17: *Map Amendment.* That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

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

SECTION 18: *Map Amendment.* That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 4.

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

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on December 9, 2025, at 6:30 p.m., continued to January 13, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §§163.3187(2) and 166.041(3)(a), Fla. Stat.

SECTION 20: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 21: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 22: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption,

it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 1/6/2026

EXISTING FUTURE LAND USE DESIGNATIONS

A-6-25

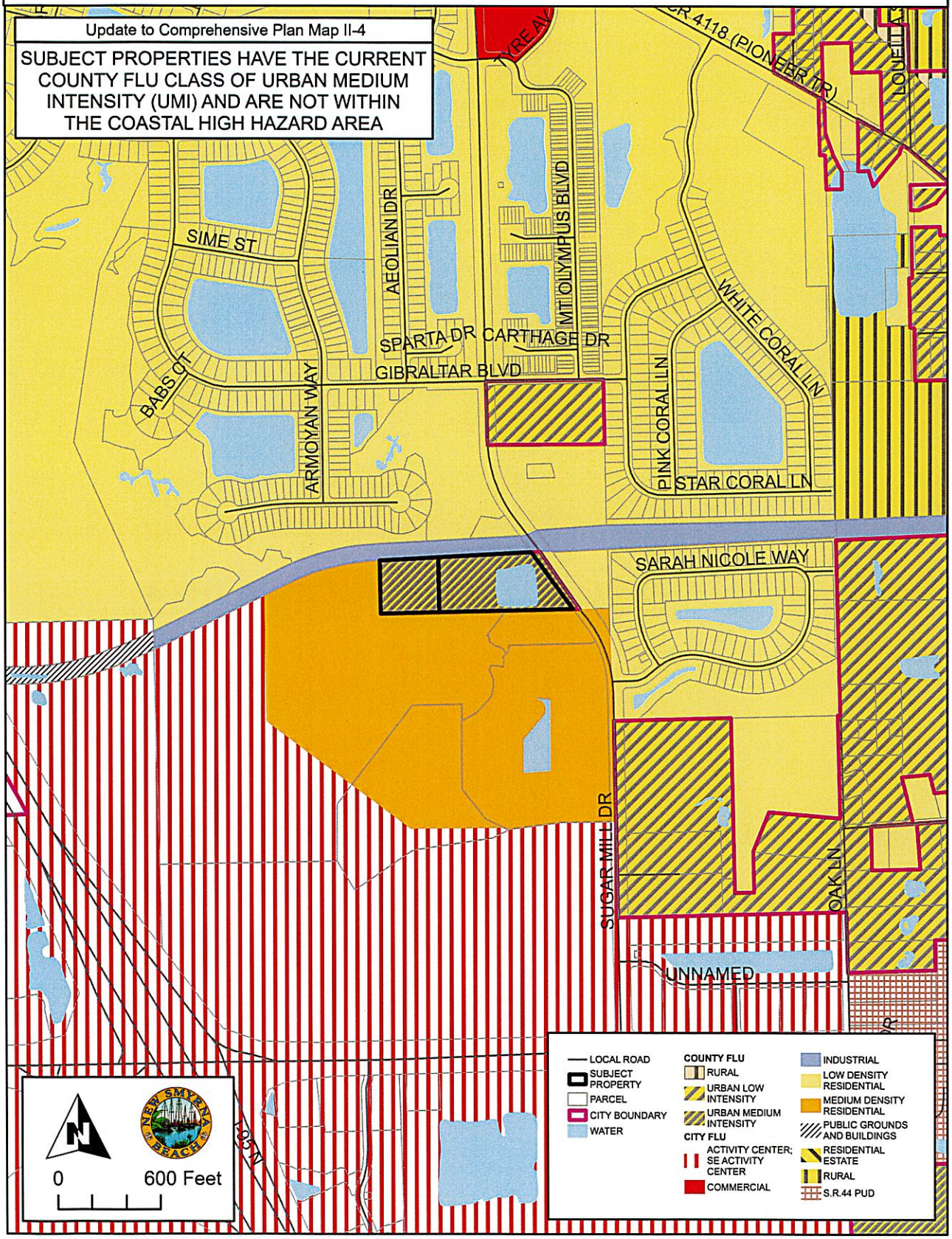


EXHIBIT "A"

PROPOSED FUTURE LAND USE DESIGNATIONS

A-6-25

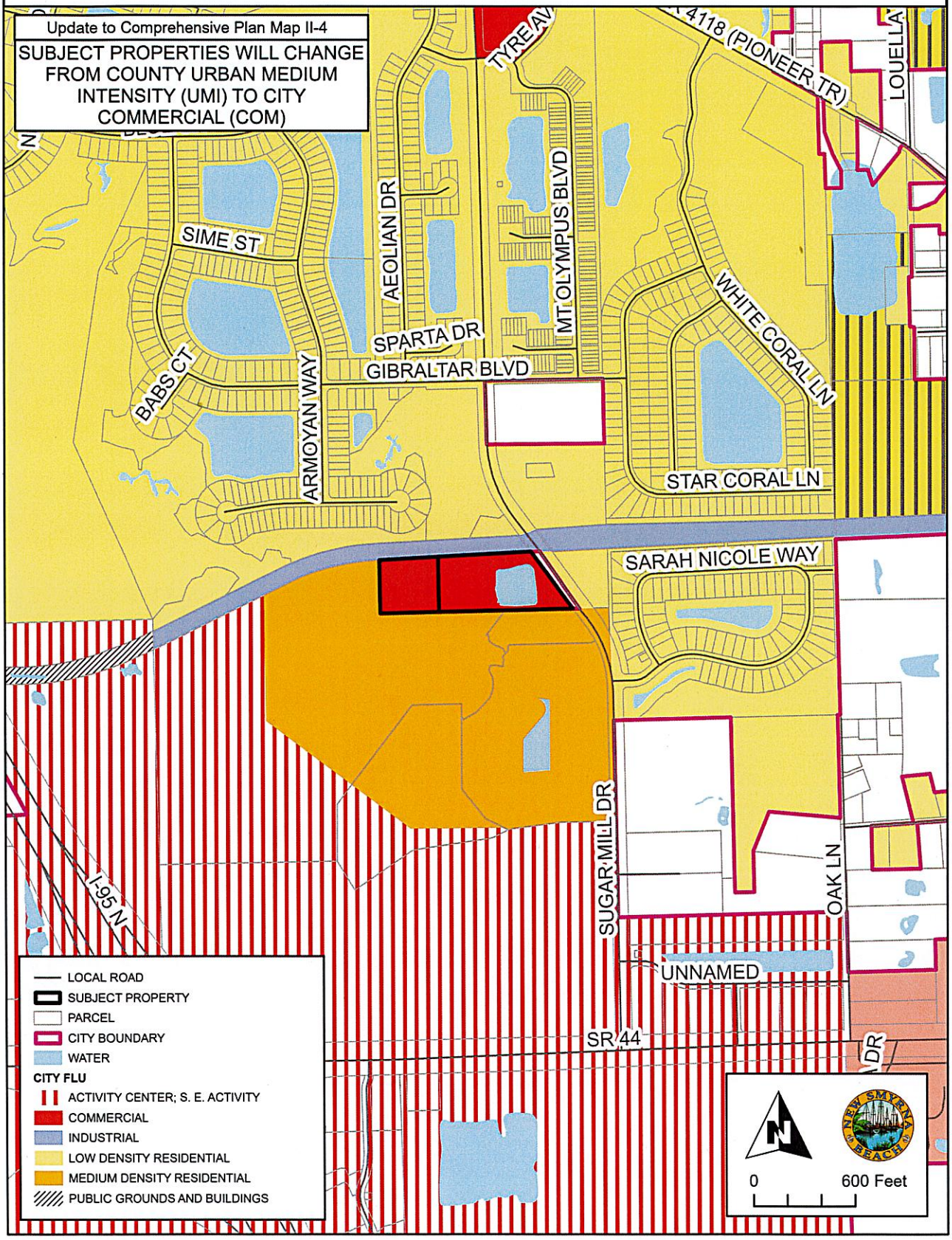


EXHIBIT "B"

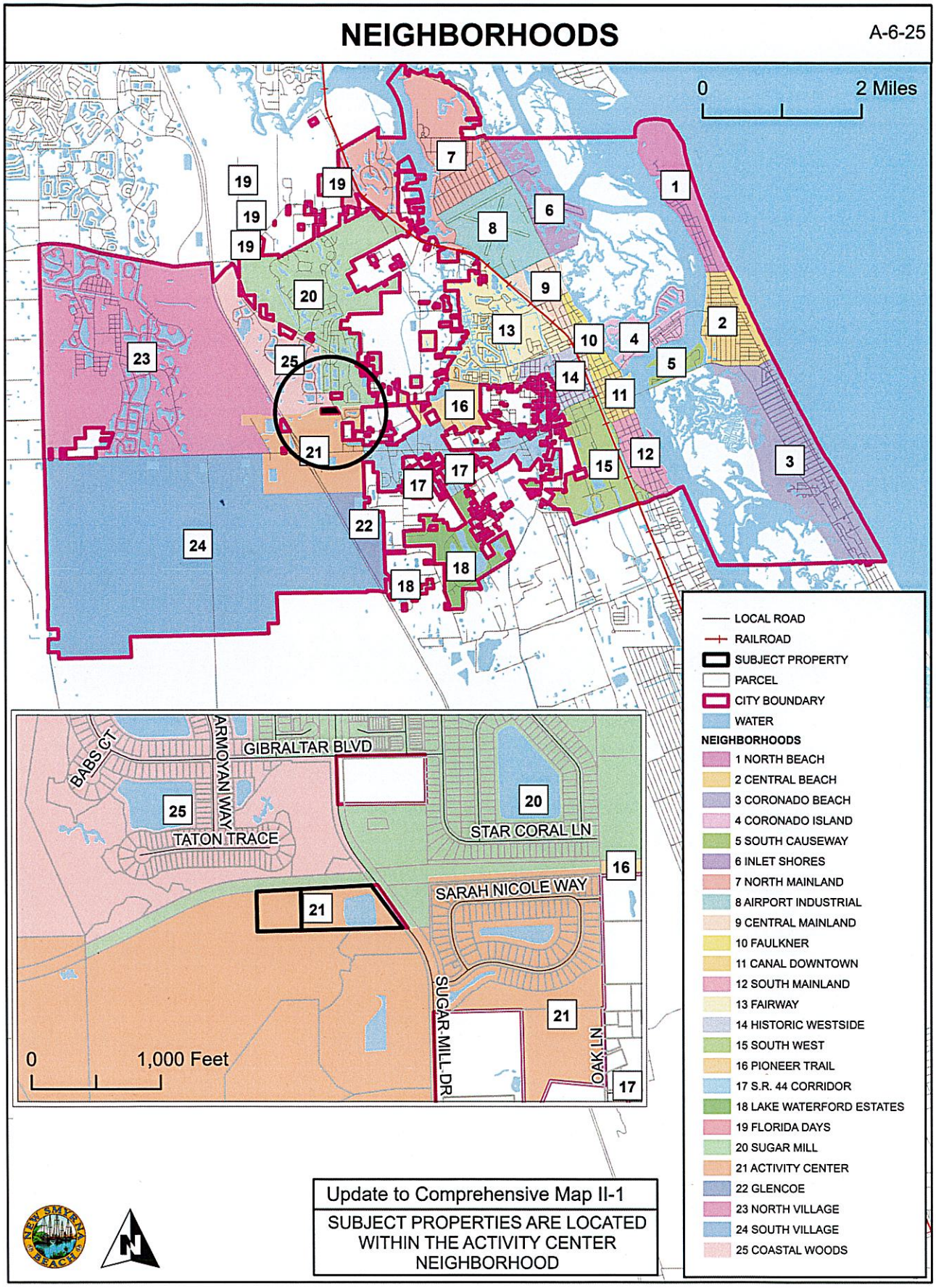

NEIGHBORHOODS
A-6-25
0
2 Miles
BABS CT
ARMOYANI WAY
GIBRALTAR BLVD
TATON TRACE
STAR CORAL LN
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
Update to Comprehensive Map II-1
SUBJECT PROPERTIES ARE LOCATED WITHIN THE ACTIVITY CENTER NEIGHBORHOOD

EXHIBIT "C"

FLOOD PRONE AREAS

A-6-25

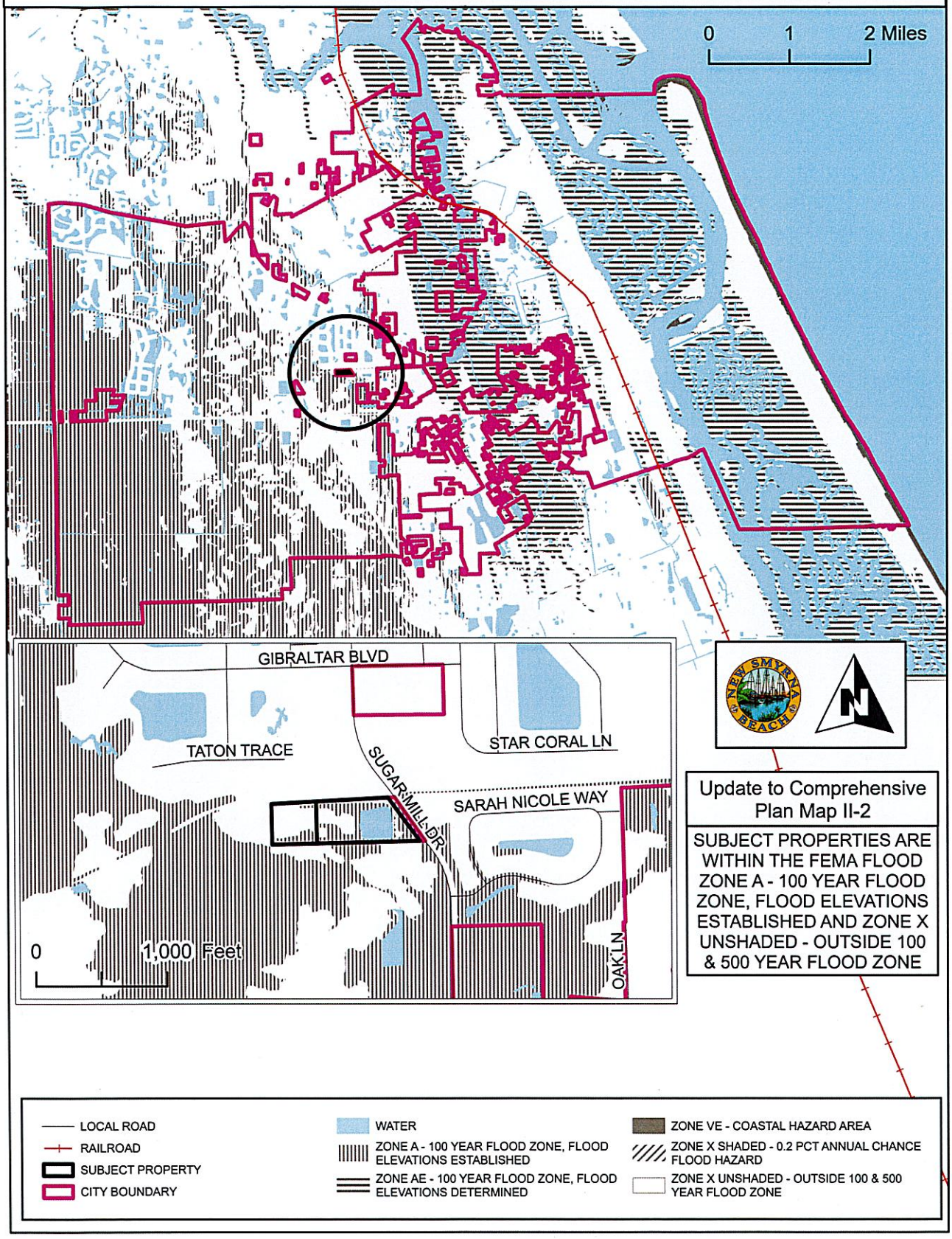
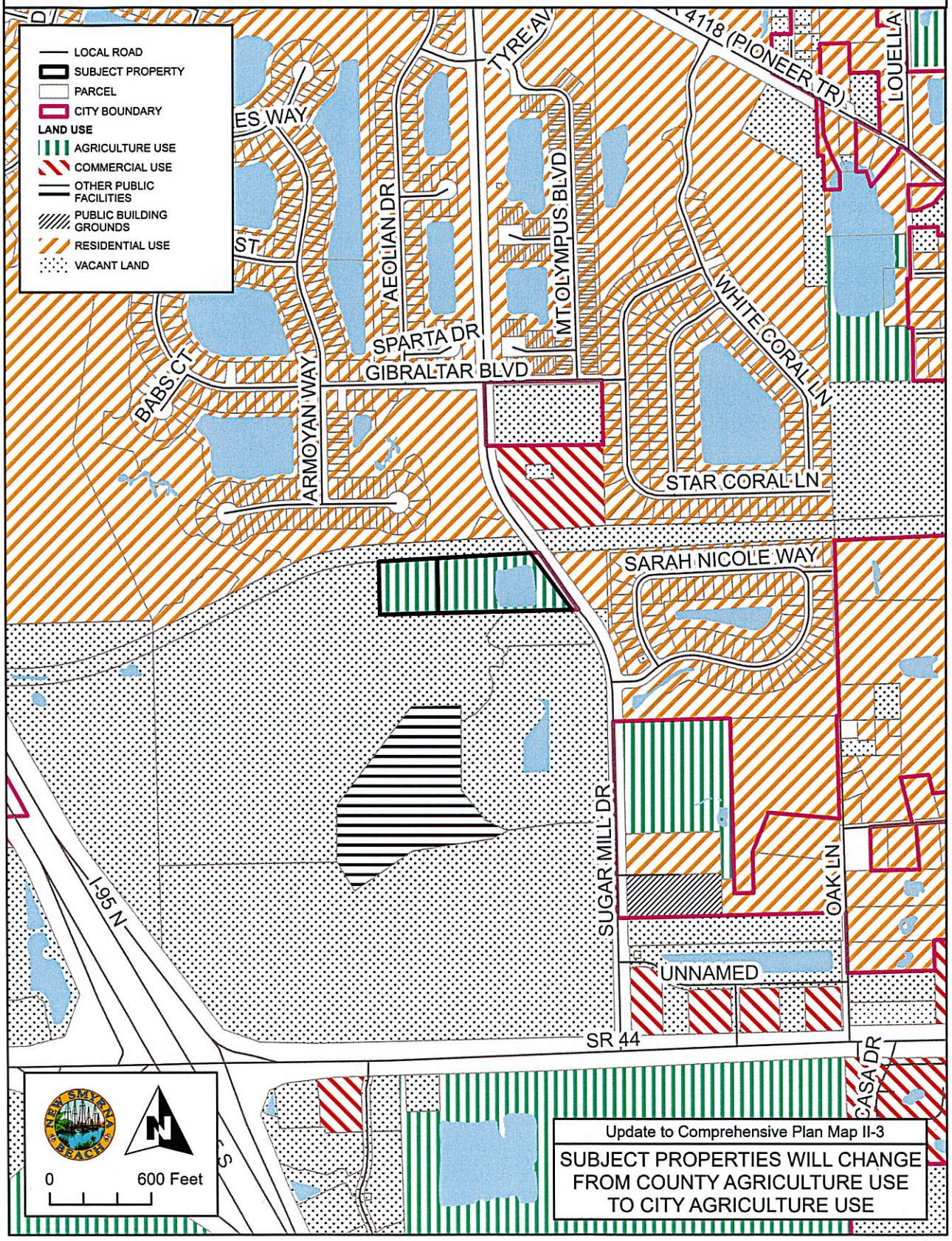


EXHIBIT "D"

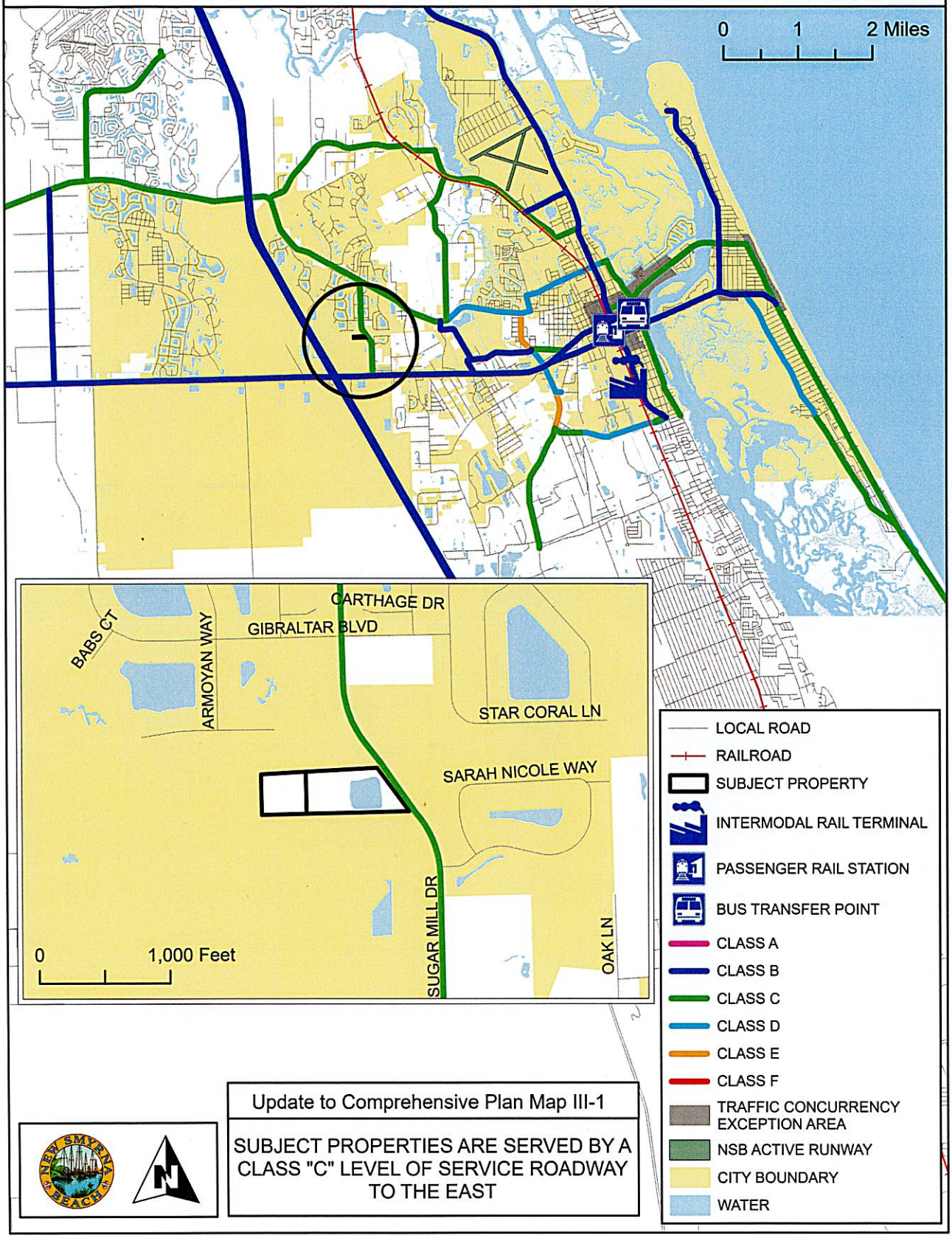
EXISTING LAND USE DESIGNATIONS

A-6-25



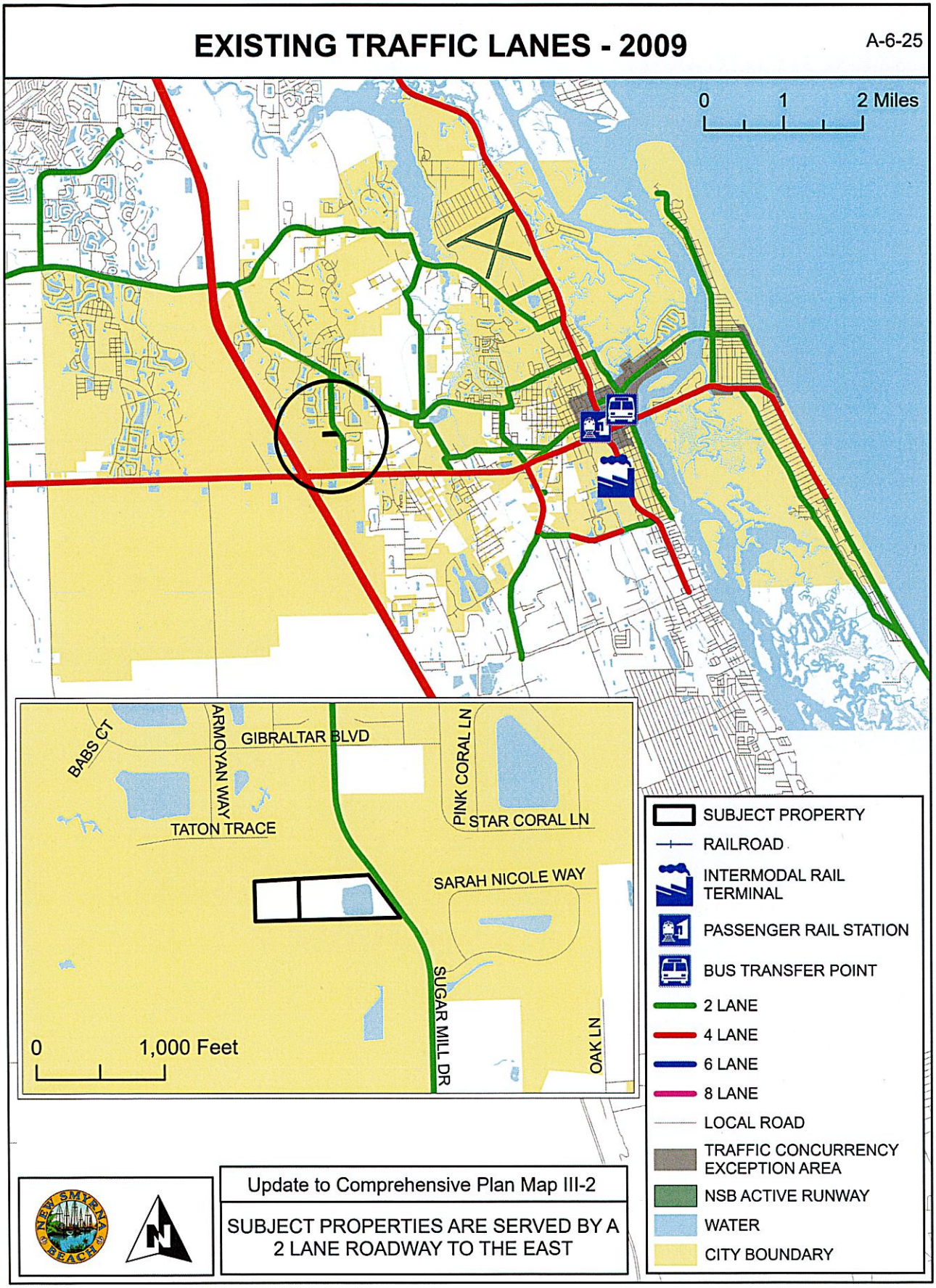
EXISTING LEVEL OF SERVICE - 2009

A-6-25



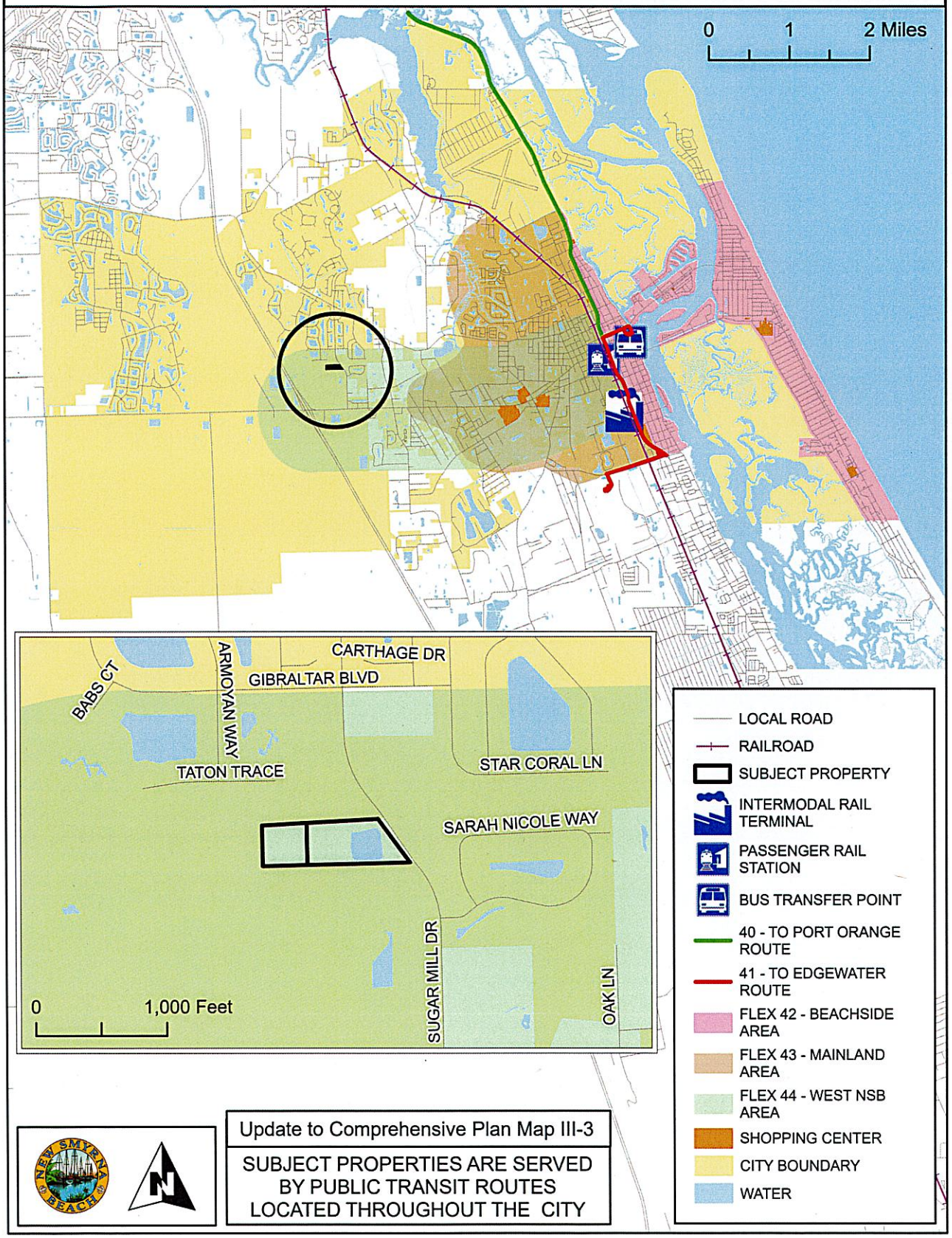
Update to Comprehensive Plan Map III-1

SUBJECT PROPERTIES ARE SERVED BY A CLASS "C" LEVEL OF SERVICE ROADWAY TO THE EAST


EXISTING TRAFFIC LANES - 2009
A-6-25
0 1 2 Miles
BABS CT
ARMOYAN WAY
GIBRALTAR BLVD
PINK CORAL LN
STAR CORAL LN
TATON TRACE
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0 1,000 Feet
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
NEW SMYRNA BEACH
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTIES ARE SERVED BY A 2 LANE ROADWAY TO THE EAST

PUBLIC TRANSIT ROUTES

A-6-25

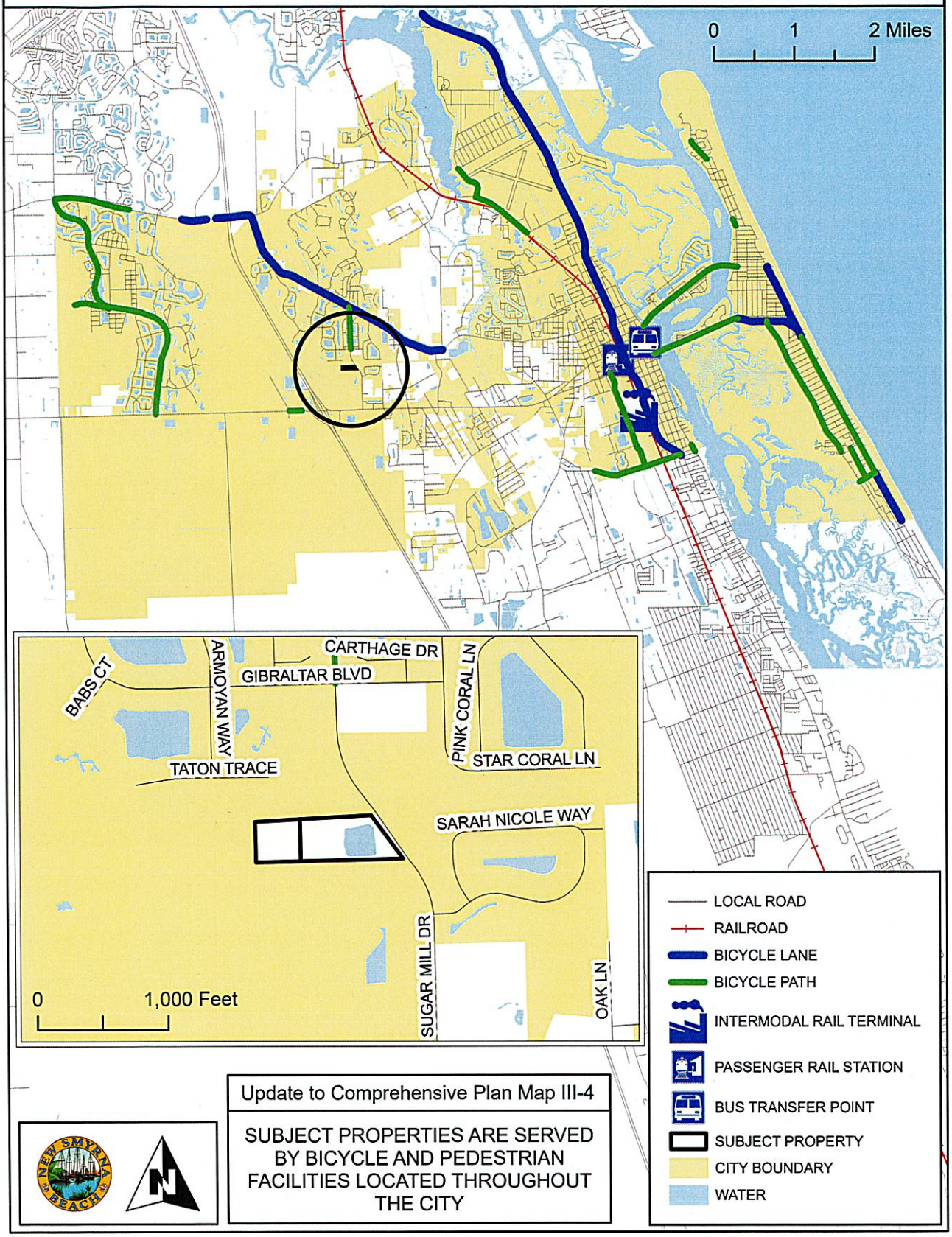


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTIES ARE SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

BICYCLE AND PEDESTRIAN FACILITIES

A-6-25

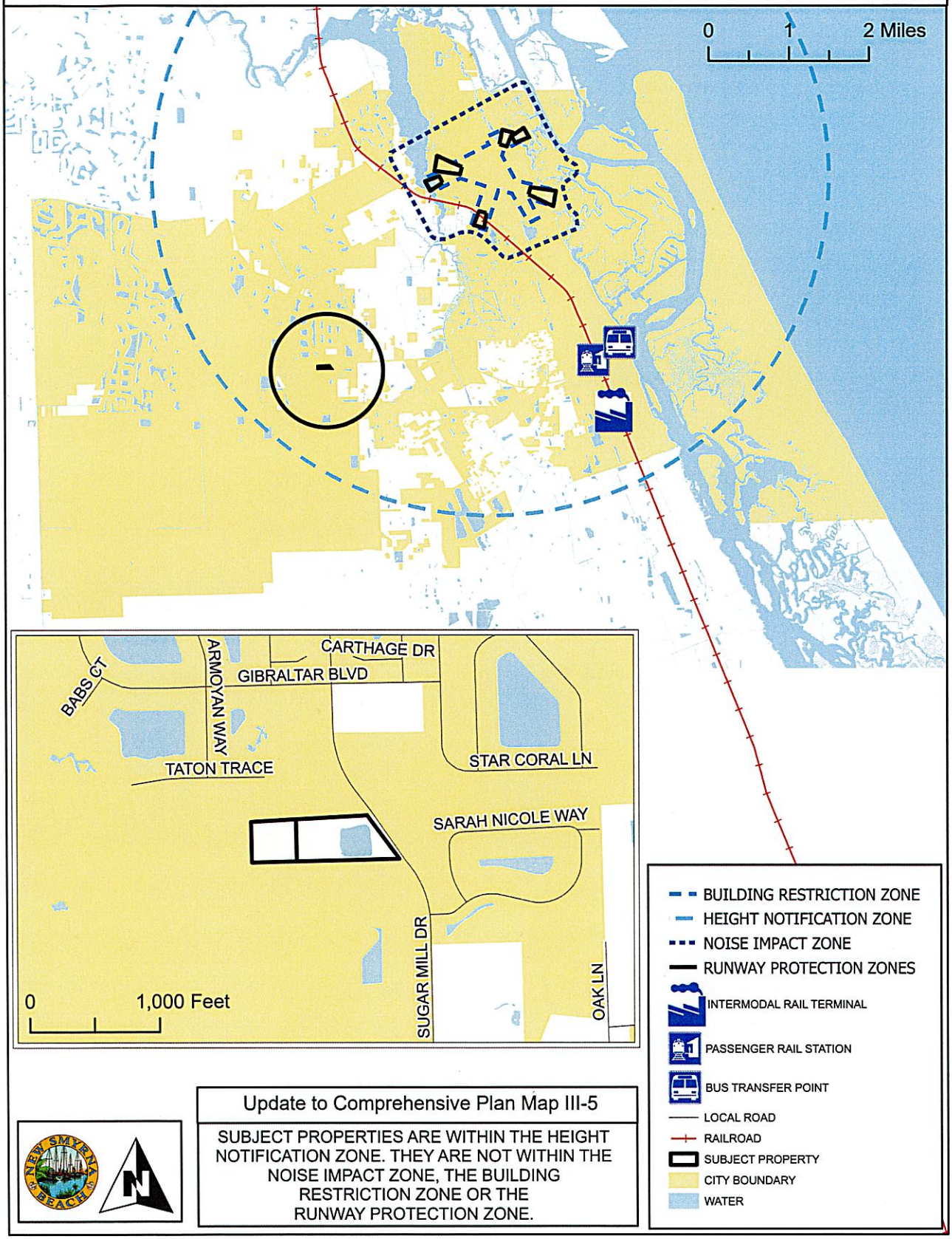


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTIES ARE SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

AIRPORT RUNWAY PROTECTION ZONES

A-6-25

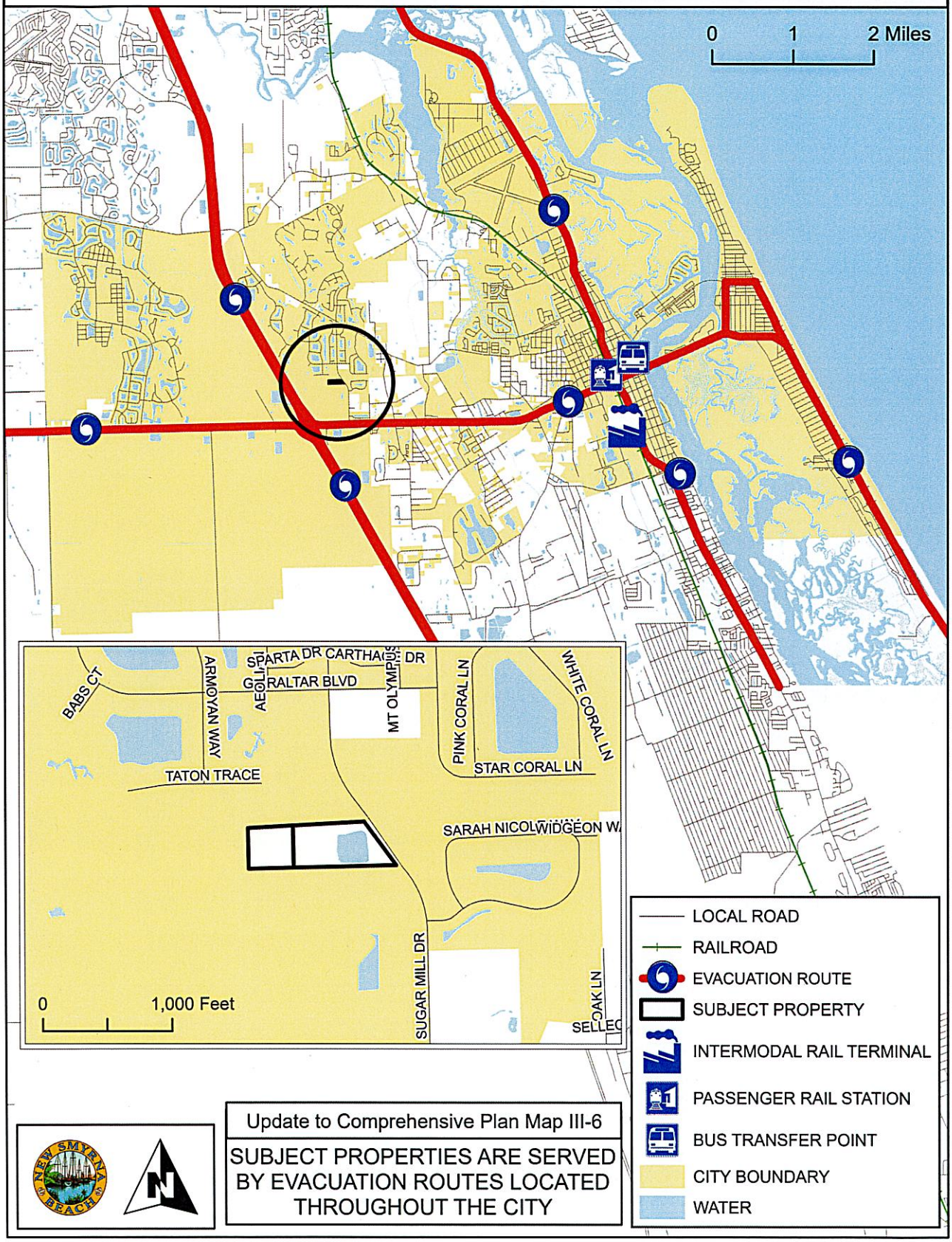


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTIES ARE WITHIN THE HEIGHT NOTIFICATION ZONE. THEY ARE NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

EVACUATION ROUTES

A-6-25

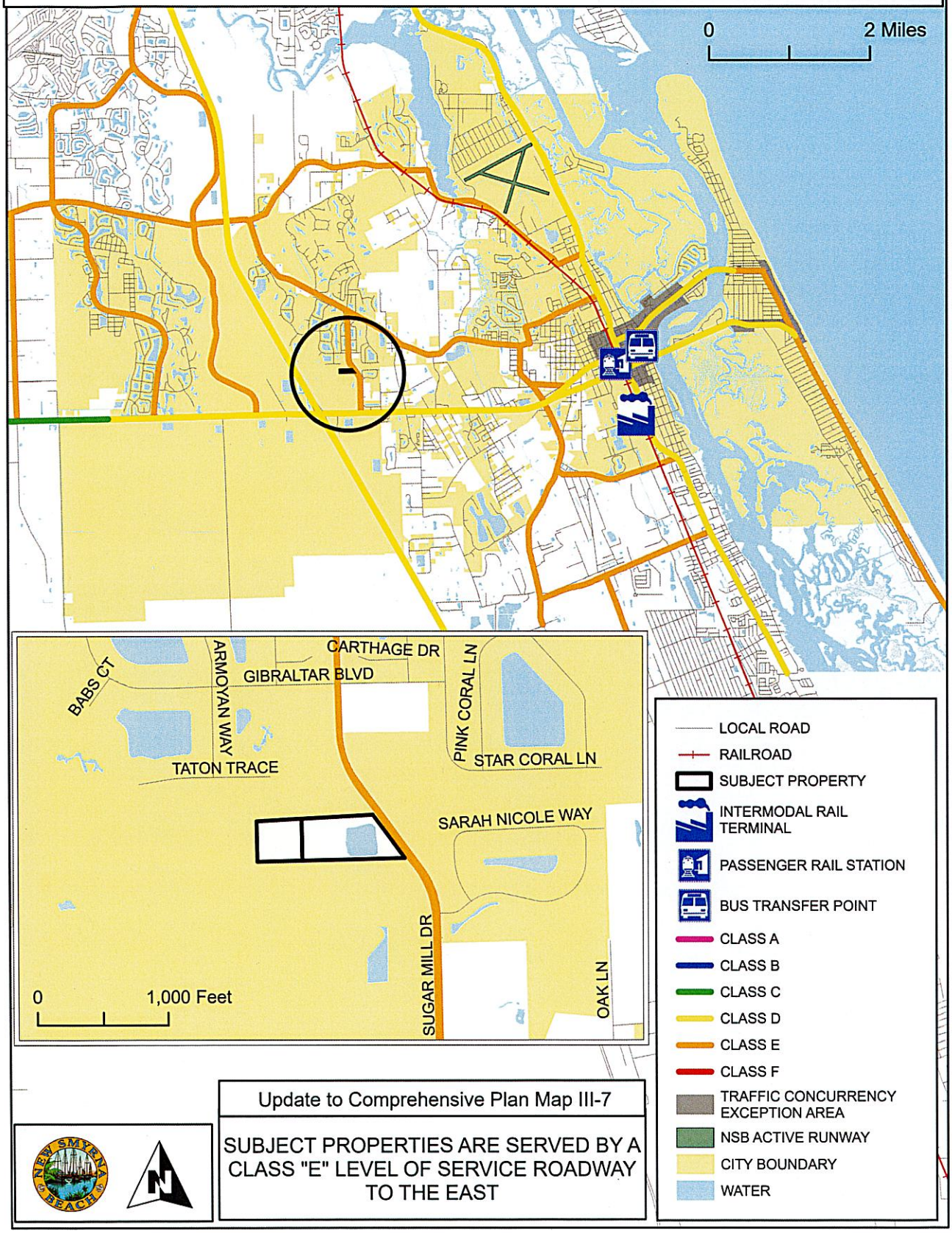


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTIES ARE SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

LEVEL OF SERVICE - 2025

A-6-25



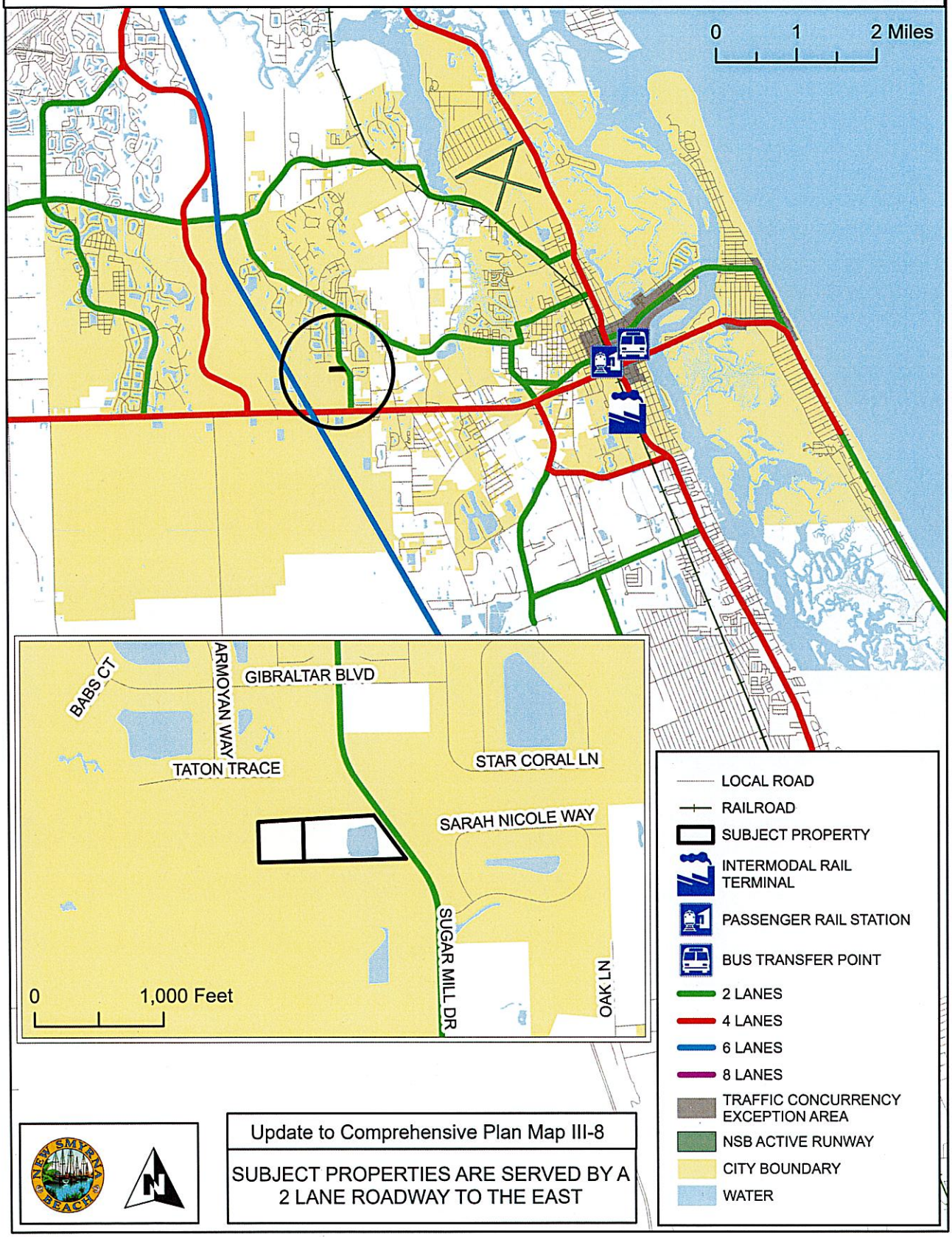
Update to Comprehensive Plan Map III-7

SUBJECT PROPERTIES ARE SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE EAST

EXHIBIT "L"

NUMBER OF TRAFFIC LANES - 2025

A-6-25

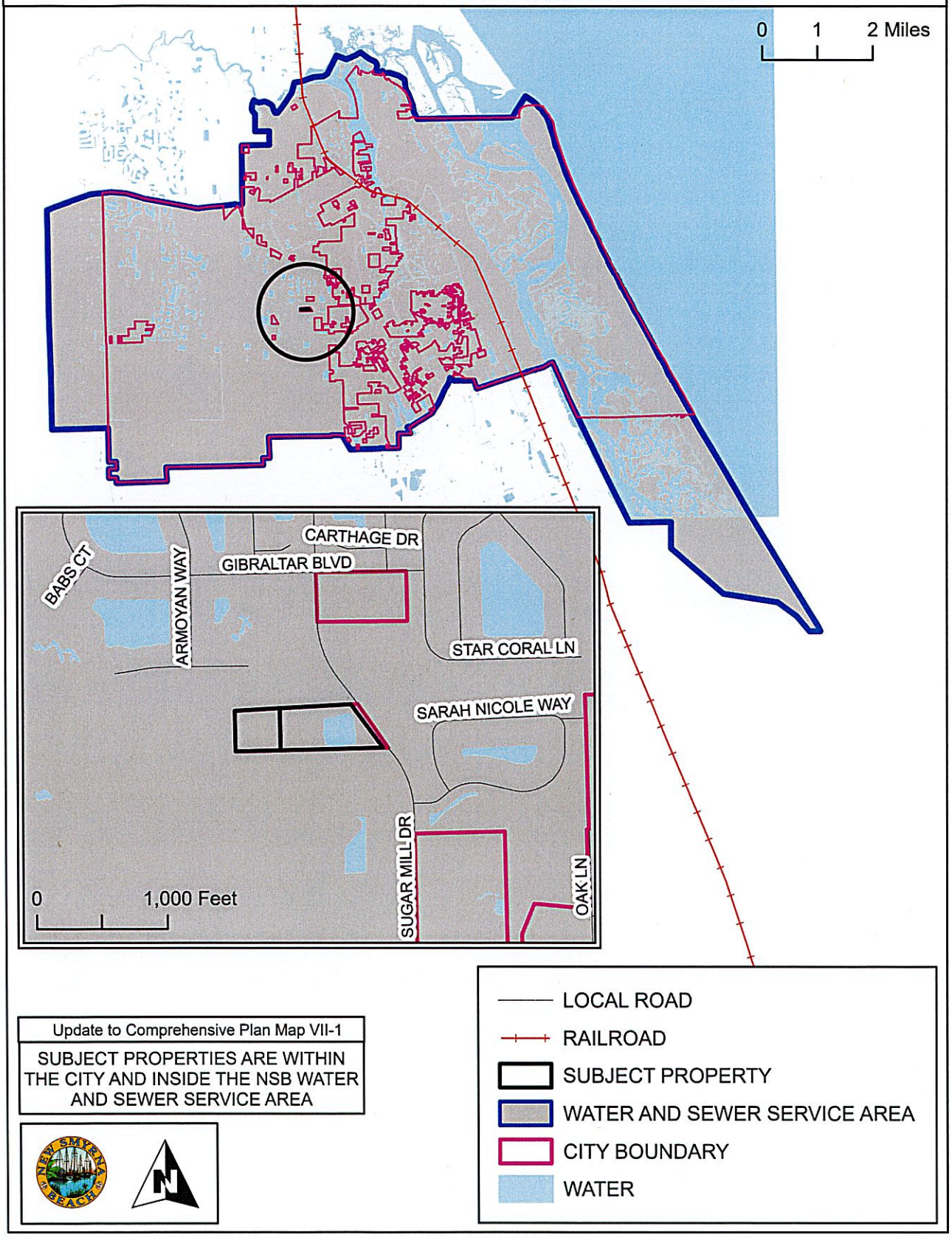


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTIES ARE SERVED BY A 2 LANE ROADWAY TO THE EAST

WATER AND SEWER SERVICE AREA

A-6-25

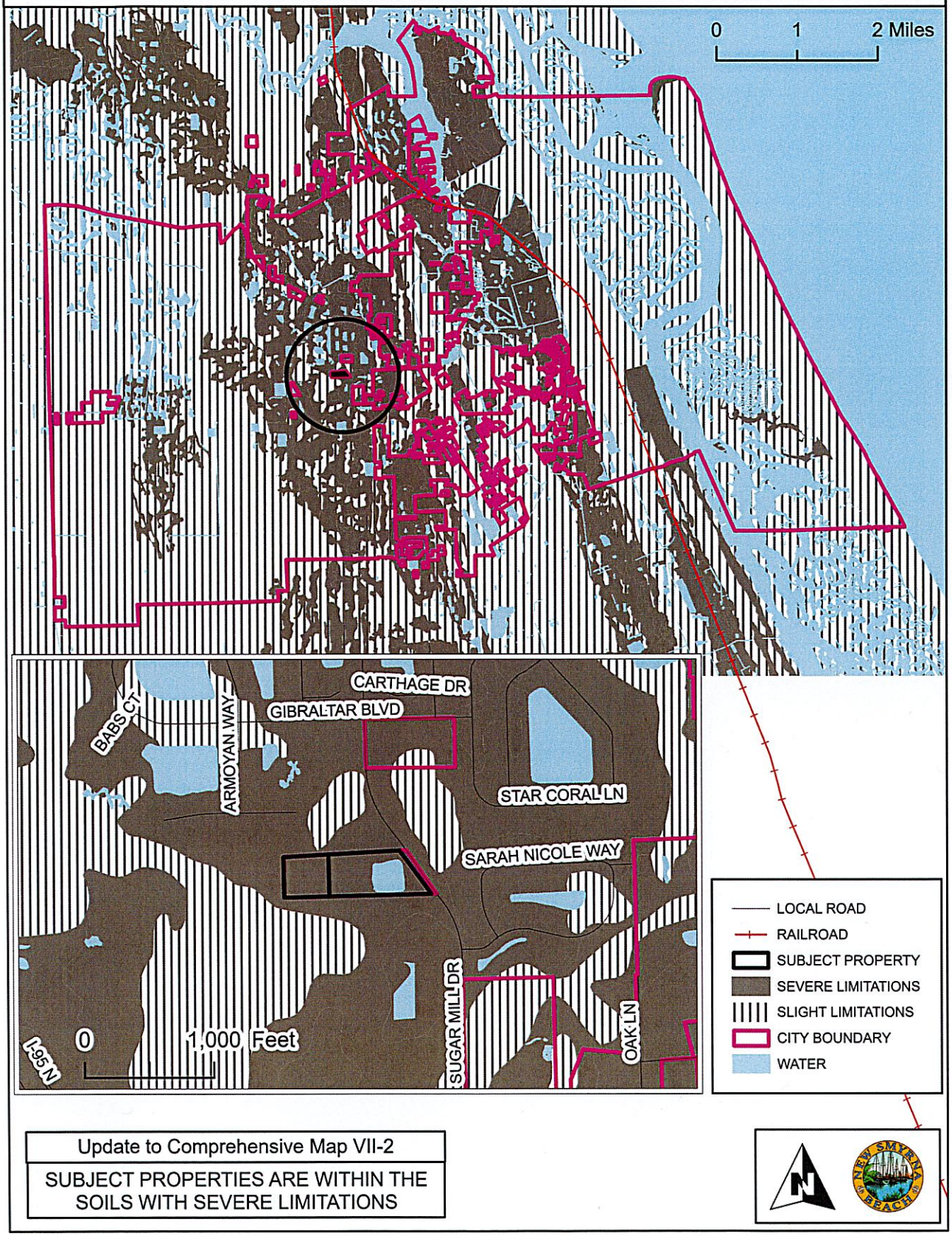


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTIES ARE WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

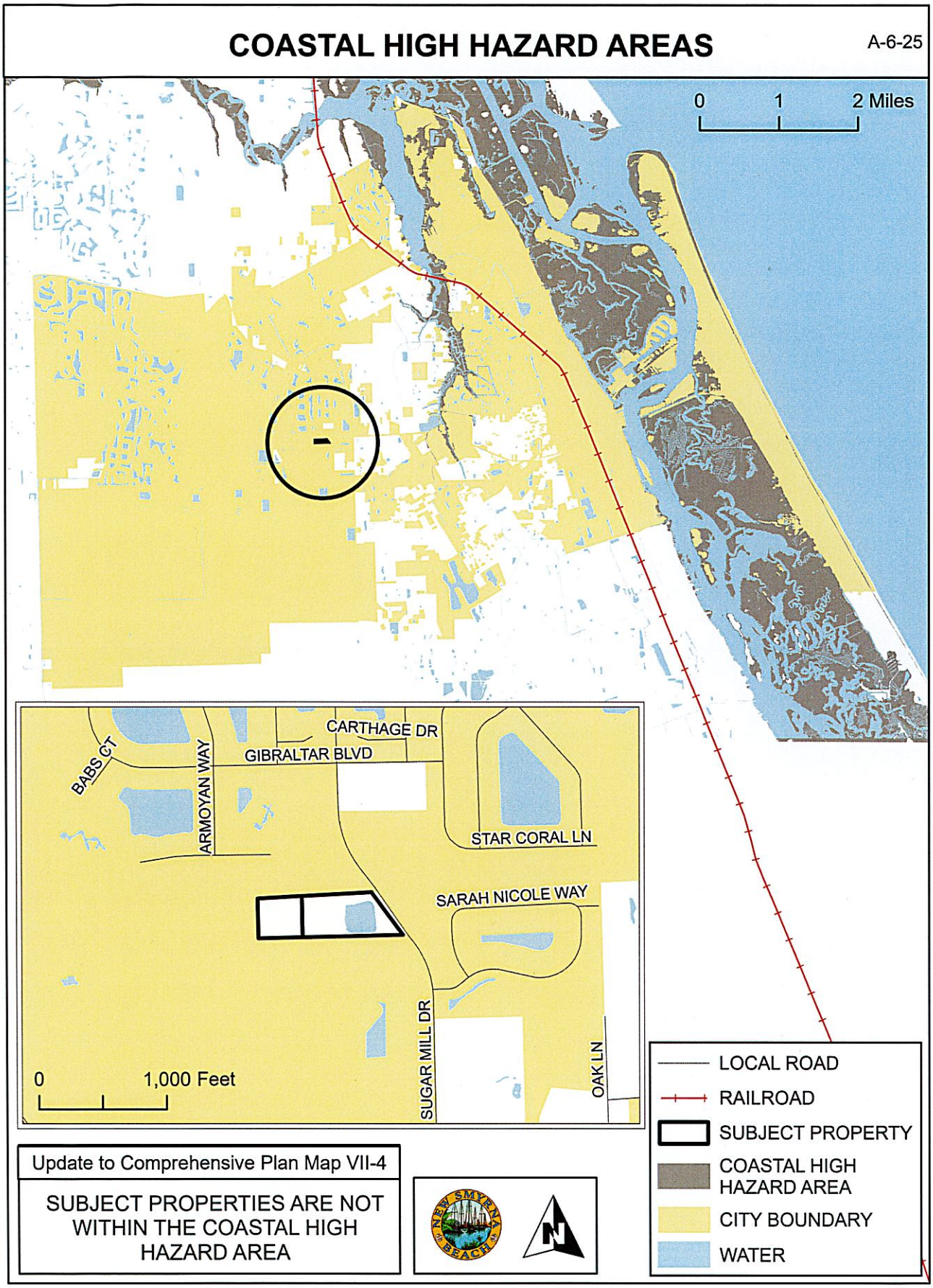
A-6-25



Update to Comprehensive Map VII-2

SUBJECT PROPERTIES ARE WITHIN THE SOILS WITH SEVERE LIMITATIONS

EXHIBIT "O"


COASTAL HIGH HAZARD AREAS
A-6-25
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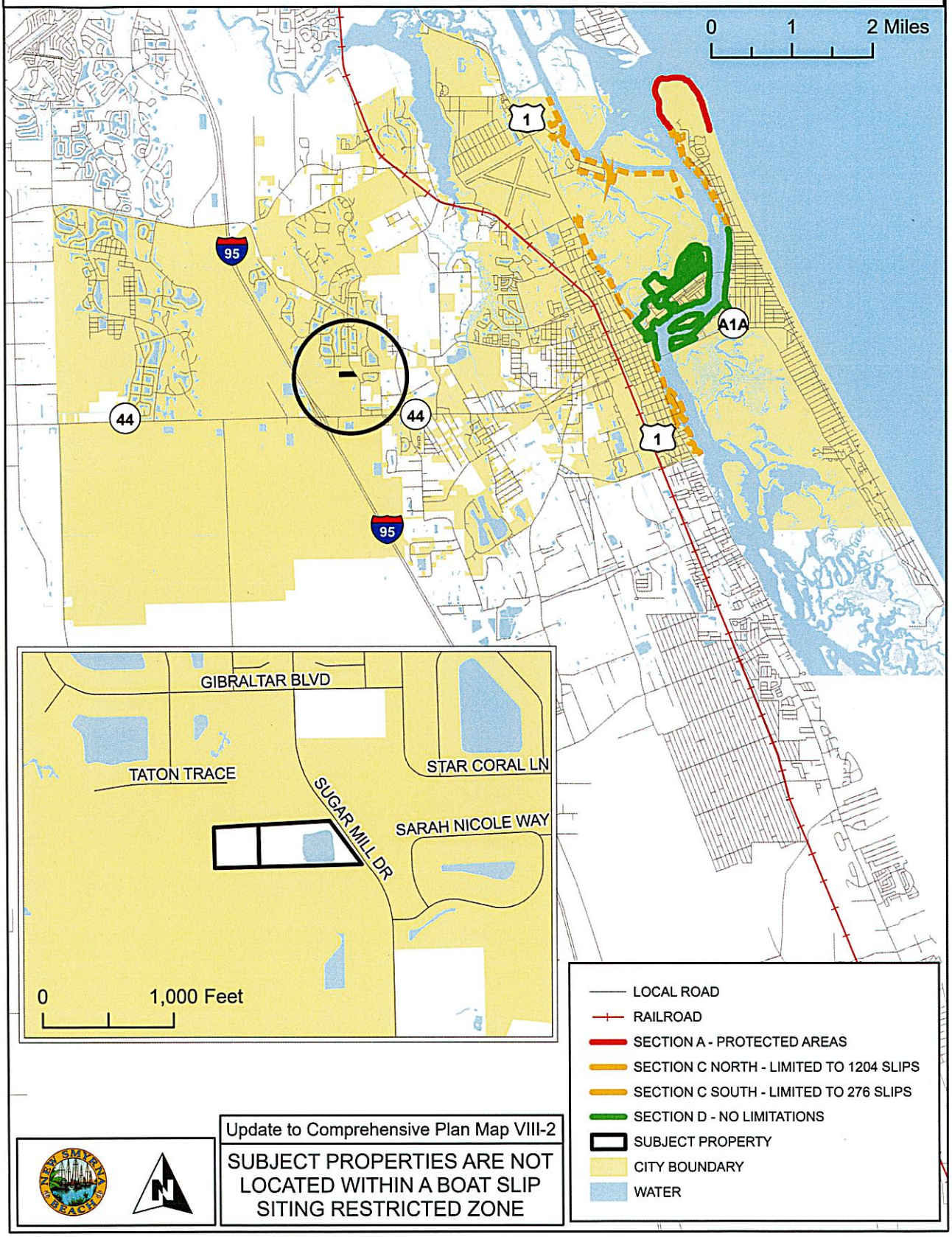
2 Miles
CARTHAGE DR
GIBRALTAR BLVD
BABS CT
ARMOYAN WAY
STAR CORAL LN
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTIES ARE NOT WITHIN THE COASTAL HIGH HAZARD AREA

EXHIBIT "P"

BOAT SLIP SITING

A-6-25



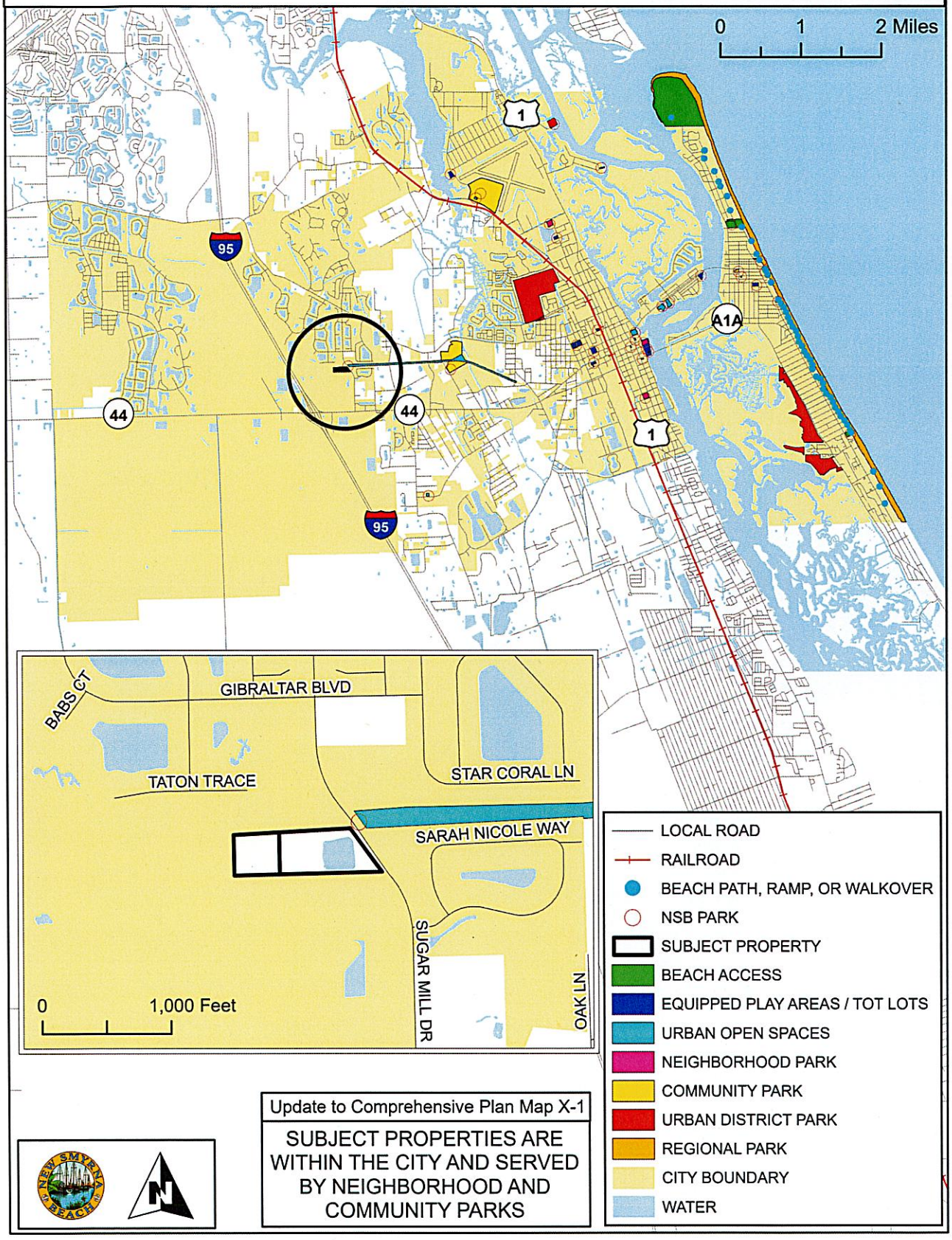
Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTIES ARE NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"

CITY PARKS

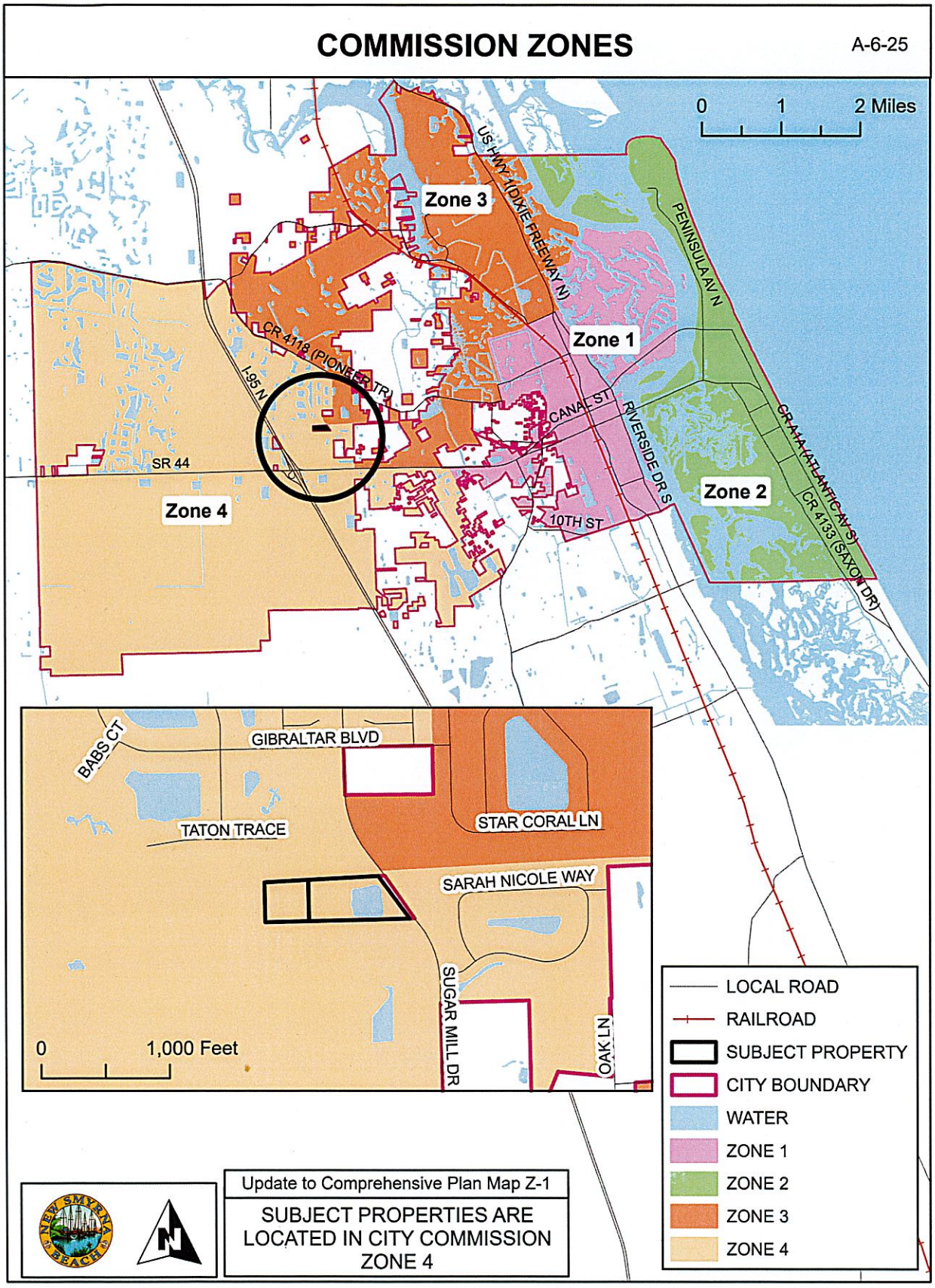
A-6-25



Update to Comprehensive Plan Map X-1

SUBJECT PROPERTIES ARE WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

EXHIBIT "R"


COMMISSION ZONES
A-6-25
0 1 2 Miles
Zone 3
Zone 1
Zone 2
Zone 4
US HWY 1 (DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR 4A1A (ATLANTIC AV S)
CR 4133 (SAXON DR)
BABS CT
GIBRALTAR BLVD
TATON TRACE
STAR CORAL LN
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTIES ARE LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 82-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD APPROVE A PROPOSED REZONING APPLICATION TO CHANGE THE CURRENT ZONING FROM COUNTY PUD TO CITY PUD ON APPROXIMATELY 7.6 ACRES OF LAND LOCATED AT 390 SUGAR MILL DRIVE, WHICH IS ALSO ASSOCIATED WITH COMPANION AND CONCURRENT APPLICATIONS FOR ANNEXATION AND A REVISED CPA FLU DESIGNATION.

January 13, 2026

Background:

Applicant: Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114.

Property Owner: AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, Florida 32128.

Request: Rezoning from Volusia County PUD (now expired) to proposed City PUD, to allow for a Storage Facility for Boats and RV's, in a combination of 147 total spaces within Enclosed Buildings or within an internal paved parking area potentially under Canopy Covers. The site is currently within unincorporated Volusia County and is an enclave surrounded by the City on all sides. It also is the subject of two concurrent and companion applications to the City, one for Annexation into the City (A- 06-25) and the second for a Comprehensive Plan Amendment to change the Future Land Use (FLU) from the current Volusia County FLU of Urban Medium Intensity (UMI) to City Commercial FLU (CPA-05-25).

Site Information: 7.6 acres that are currently undeveloped, and located on the West side of Sugar Mill Drive, north of State Road 44 and south of Pioneer Trail.

Tax I.D. Numbers: 7315-00-00-0121 & 7315-00-00-0125

Exhibits Provided:

Exhibit A - Location Map

Exhibit B - Aerial Map

Exhibit C – Existing Zoning Map

Exhibit D – Proposed FLU Map (pending concurrent/companion CPA FLU application CPA-05-25)

Exhibit E - Prior/2005 (now expired) Volusia County PUD Master Development Agreement (MDA) for site

Exhibit F – Existing Neighborhood Map

Exhibit G – Survey

Exhibit H - Proposed PUD Master Development Agreement (MDA)

Exhibit I - Proposed Conceptual Development Plan (CDP), 2 sheets

Exhibit J - Proposed Architectural Renderings, 7 Sheets

Exhibit K - Minutes (draft) of 10-6-25 P & Z Board Mtg. re PUD Item 5.D.pdf

Findings:

A. This rezoning application seeks to create a new Planned Unit Development (PUD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for this site, to allow for a new commercial facility for Boat and Recreational Vehicle (RV) covered storage. The MDA and CDP could contain a maximum total of one hundred forty-seven sixty (147) individual boat and RV storage stalls (a/k/a “spaces”) and related infrastructure.

B. This site is now considered an enclave, being within unincorporated Volusia County while surrounded on all its boundaries by properties within the City Limits. Accordingly, there are two other pending concurrent and companion applications submitted with this. One is for Annexation, to bring this property within the City Limits (as Case # A- 06-25), and the second for a Comprehensive Plan Amendment (CPA) to change the current Future Land Use (FLU) designation from the current Volusia County FLU of Urban Medium Intensity (UMI) to the City FLU of Commercial (as CPA-05-25, and as shown on **Exhibit D**). Both of those applications need to be approved in order for this PUD zoning application to also be approved. The site is currently shown on the **Exhibit C** Existing Zoning Map as being zoned PUD under Volusia County, by the attached recorded MDA document (**Exhibit E**). That 2005 Agreement with Volusia County is now expired and no longer applicable for its development, but previously allowed for this 7.6 acre site to be developed as a Multi-Family project with a maximum of 93 Residential Units. This zoning application instead seeks to maintain its prior and current PUD zoning, but within the City instead and for this single purpose of Boat and Recreational Vehicle (RV) storage.

C. The total subject property consists of approximately 7.6 acres and is located on the west side of Sugar Mill Drive, generally between SR 44 to the south and Pioneer Trail to

the north. The site is within the Activity Center neighborhood area as designated by the City Comprehensive Plan (and shown on the **Exhibit F** Existing Neighborhood Map, where the # 21 appears on the blow-up portion), and also adjacent to and surrounded by the 850 acre Coastal Woods PUD area to the north, west, and south, some of which (further south and west) is now within the AdventHealth PUD. Immediately adjacent to the north of the site is a 100' wide former railroad right-of-way corridor that is largely cleared and now used by the NSBU for utility lines, and which is zoned City I-2, Heavy Industry. Immediately south is a wetland area that is part of the AdventHealth PUD and included in previously permitted stormwater plans to be excavated for a wet detention pond, upon future development of the AdventHealth site. Adjacent areas to the west are within the Coastal Woods PUD, and largely are wetland areas designated as Conservation Easements dedicated to the SJRWMD.

D. This site configuration and its dimensions are shown on various Exhibits (most clearly on the **Exhibit G** Survey) as being somewhat rectangular, with an angled frontage of 413' on Sugar Mill Drive being its only possible roadway access. Sugar Mill Drive is considered a collector road under the maintenance and permitting control of Volusia County, and is a 100' wide right-of-way with a two lane roadway adjacent to this site and signalized intersections to the north (Pioneer Trail) and south (SR 44). The site is also somewhat isolated by the adjoining parcels, with the NSBU Utility Corridor to the north and existing wetlands to the west and south. There are a number of exhibits provided which show the site and all neighboring properties surrounding the subject parcel area, including **Exhibits A-D, F, & I**.

E. As shown on the **Exhibit I** Conceptual Development Plans (CDP) and **Exhibit J** Architectural Plans, the only proposed access to the site will be from the single driveway connection to Sugar Mill Drive, subject to future permitting for that through Volusia County, including associated improvements and/or modifications for turn lanes, etc. The applicant is seeking this PUD rezoning in the City prior to pursuing those Volusia County permitting processes, which would also be done concurrent with any future City Site Plan application and approval process to follow, should this proposed PUD and its CDP be approved. In addition, if this application is approved by the City, a City Class III Site Plan approval would also be required for the attached CDP, which would then entail full plans for engineering, utilities, stormwater management, landscaping, etc., to be reviewed by City Staff and come before the City Planning and Zoning Board at a future date for final review and approval prior to construction.

F. Concerning the **Exhibit I** CDP, that shows two different types of storage areas, all containing angled parking spaces within either enclosed buildings, or outside on paved parking areas that possibly may be under covered canopies with no side walls. The enclosed buildings are proposed at the north and east sides of the site, where they would

be most visible to neighbors and the traveling public on Sugar Mill Drive, and would thus block any views of those internally stored vehicles and/or boats. The proposed outside parking areas and/or canopy structures are within the interior of the site and near the south property line, adjacent to undeveloped and natural areas of the Coastal Woods PUD that have no access to any existing roadways and also have not been shown on any prior applications to be proposed for any remaining development other than stormwater management.

G. Landscape Buffer Areas are proposed and shown on the **Exhibit I** CDP and **Exhibit J** Architectural Plans for the perimeter of the site, with those being 20’ wide on the North, West, and South Sides, and 25’ on the East side facing Sugar Mill Drive. That East Buffer area will be outside of and exclusive from the 25’ wide Utility Easement also proposed along that same Sugar Mill Drive frontage. Along with these two areas, a proposed 10’ wide Bike Path/Sidewalk is to be constructed with this project, to link to segments of this same type Bike Path/Sidewalk to the north and south along Sugar Mill Drive, including the current western terminus/Trailhead of the Multi-Use Trail on the East side of Sugar Mill Drive, which is also within that same NSBU 100' wide Utility Corridor.

H. The proposed 147 total RV and Boat Storage spaces will accommodate a variety of sizes, with the 42 spaces within the enclosed buildings to be 16’ wide by 50’ deep. The Outdoor Parking Areas are proposed for 39 spaces to be 12' x 50', and for the other 66 spaces to be 12' x 40', all connecting to one of two 40' wide drive aisles provided. The MDA and CDP also propose that potential alternative option of Canopy coverings over these Outdoor Storage spaces, for a potential maximum of over 100,000 SF of building roof and/or canopy. Those buildings and possible canopies will need to meet the proposed 25’ maximum building height.

I. The CDP is consistent with two specific stipulations offered with the companion application for CPA FLU revision, for the Maximum FAR permitted to be 0.5 in place of the 2.0 FAR that would ordinarily apply in the Commercial FLU now being requested, and for the maximum residential density of 8 units per acre as now permitted by the existing County Urban Medium Intensity (UMI) FLU that currently applies to the site, although no residences are proposed with this PUD zoning application.

J. The proposed site is largely cleared, with most existing trees found along the site perimeters, as shown on the **Exhibit I** CDP Sheet 2. That CDP and other Exhibits also show a 39” DBH Historic Oak Tree within the front portion of the site, with that Historic Tree shown adjacent to the front driveway entranceway and to be preserved in place.

K. Staff has reviewed this application and the unique circumstances of the proposed site location and configuration, and feels the proposed storage use is an appropriate one for this site. The proposed storage use will generate minimal vehicle traffic in comparison to other possible and much more active proposed uses on this section of Sugar Mill Drive. The proposed site is also separated from any possible conflicting neighboring uses, and has proposed various methods to screen and buffer its proposed use, including the size and location of the two proposed buildings.

RECOMMENDATION

At its regular scheduled meeting on October 6, 2025, the Planning and Zoning Board voted 2-4 on this application, which failed to give the City Commission a positive recommendation to approve the requested PUD Rezoning amendment. A copy of the Draft Minutes for that Meeting Item 5.D. is attached (as **Exhibit K**), with those Minutes being a Draft as they have not yet been approved by a Board vote.

Based on the Findings listed above, staff recommends the City Commission approve the proposed PUD zoning and its associated MDA/CDP, contingent upon concurrent applications also being approved for Annexation and CPA FLU revision.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

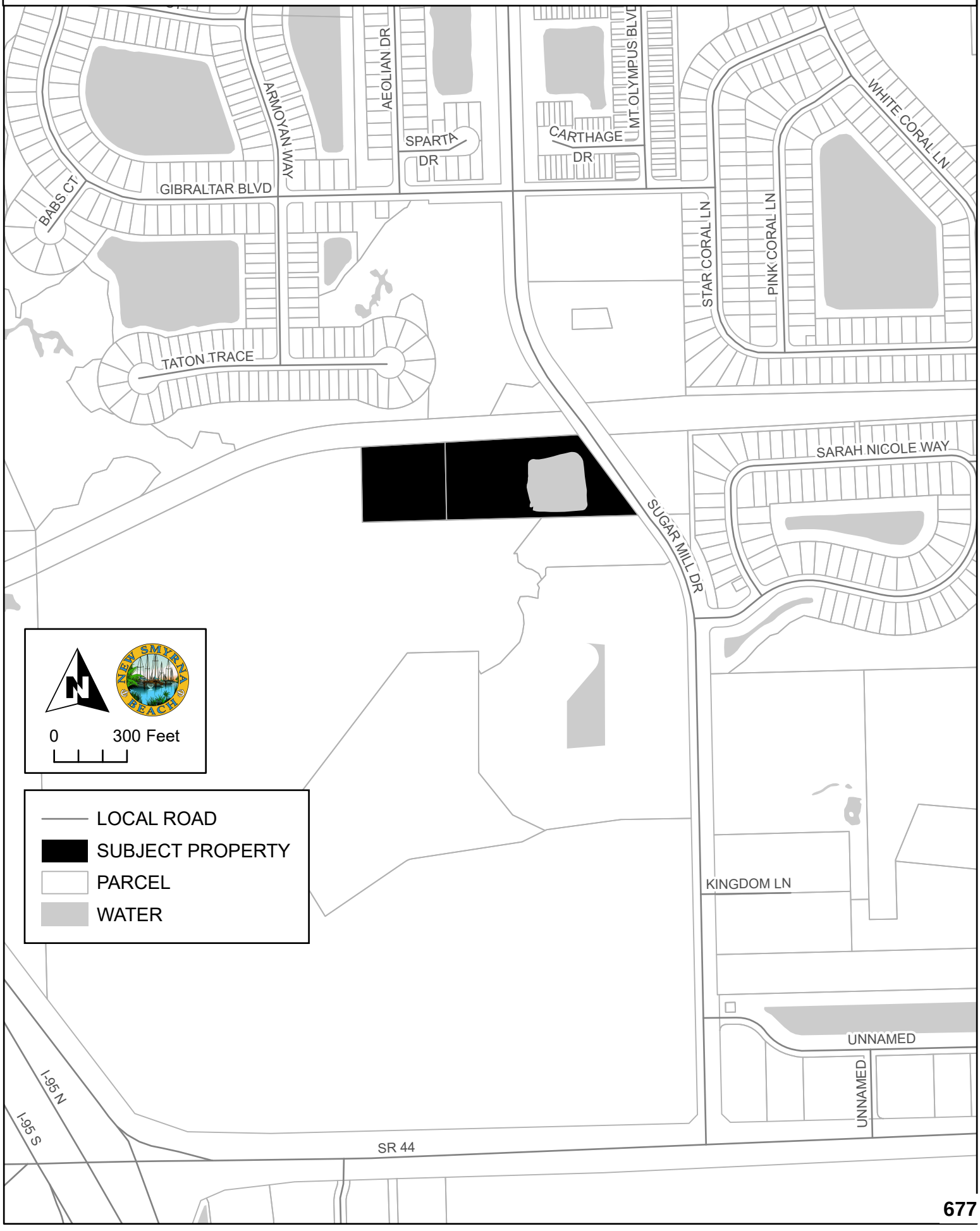
Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Ex. A - Location Map PUD-6-25.pdf
Ex. B - Aerial Map PUD-6-25.pdf
Ex. C - Existing Zoning Map PUD-6-25 .pdf
Ex. D -Proposed FLU Map PUD-6-25 .pdf
Ex. E - Expired 2005 Vol Co PUD MDA.pdf
Ex. F - Neighborhood Map.pdf
Ex. G - Survey.pdf
Ex. H - PUD MDA - Sugar Mill Boat RV Updated 9-26-25 Clean Version.pdf
Ex. I - CDP 9-25-25 Site Plan Drawings.pdf
Ex. J - Architectural Elevations 2.pdf

Ex. K - Minutes (draft) of 10-6-25 P & Z Board Mtg. re PUD Item 5.D.pdf
Business Impact Estimate - Ord 82-25 390 Sugar Mill Dr.pdf
Ord 82-25 Rezoning Sugar Mill Boat and RV PUD MDA.pdf

PUD-6-25: SUGAR MILL BOAT & RV PUD-MDA
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 LOCATION MAP

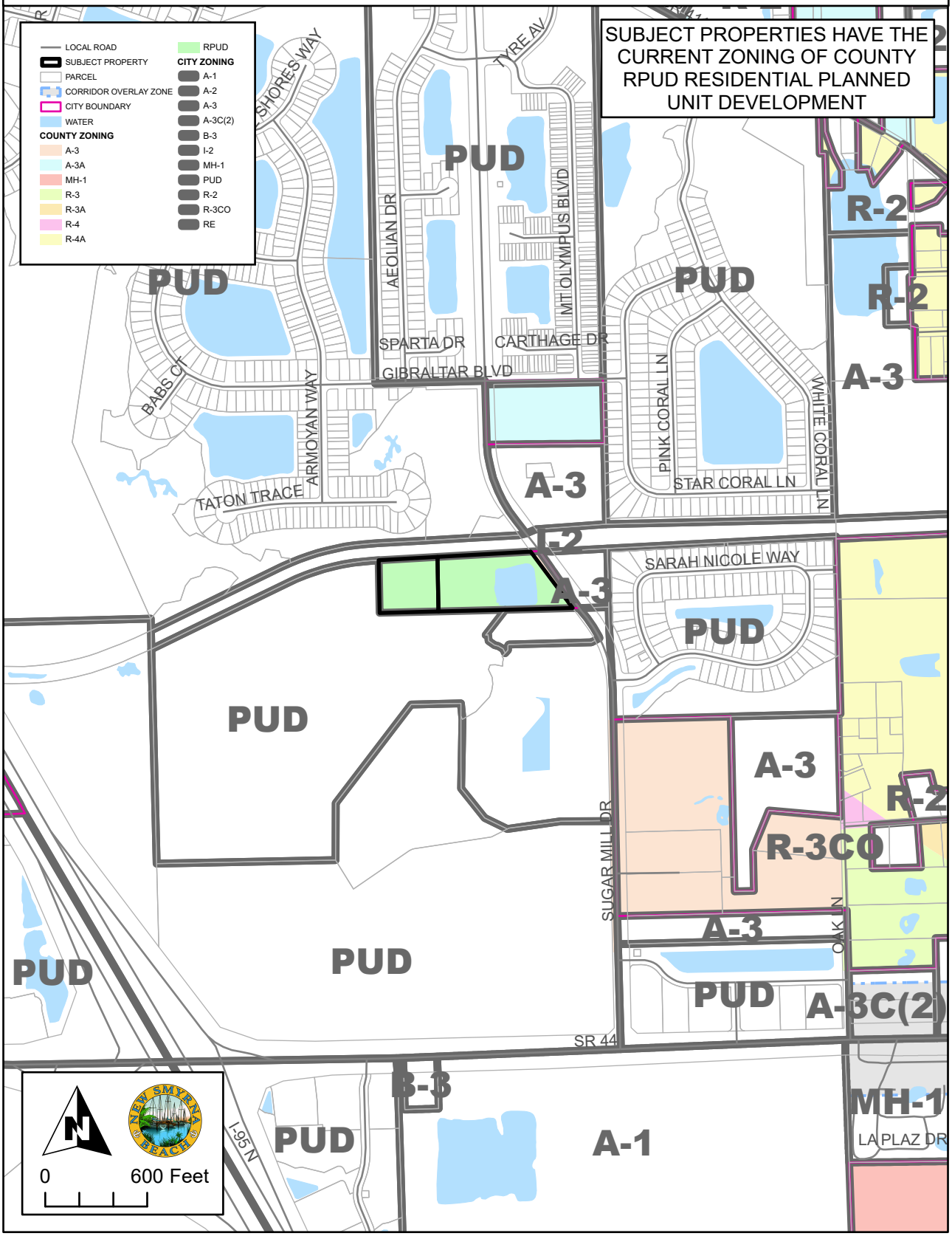


PUD-6-25: SUGAR MILL BOAT & RV PUD-MDA
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 AERIAL MAP

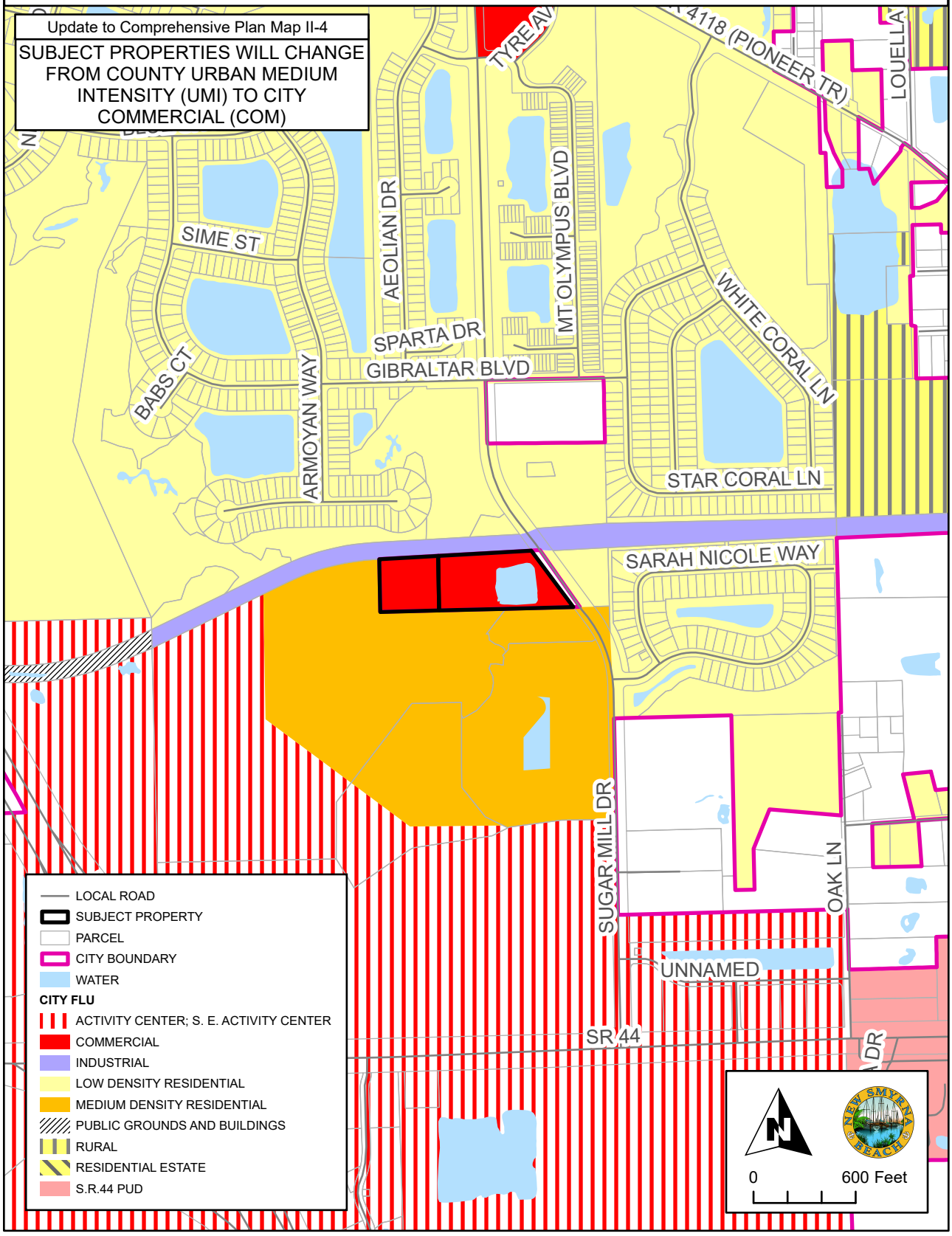


EXISTING ZONING

PUD-6-25



PROPOSED FUTURE LAND USE DESIGNATIONS PUD-6-25



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Instrument# 2005-255956 # 1
Book: 5653
Page: 2898

IN THE COUNTY COUNCIL OF THE

COUNTY OF VOLUSIA, FLORIDA

IN RE: *PUD-05-026,* Application of ANTHONY GIBLIN:

RESOLUTION # 2005-078

ORDER AND RESOLUTION GRANTING A REQUEST FOR CHANGE OF ZONING FROM *A-3(2)* TO LAKES OF SUGAR MILL RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT)

The application of Anthony Giblin, hereinafter, "Applicant", for rezoning was heard by and before the Volusia County Council, Volusia County, Florida, on April 21, 2005. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Growth and Resource Management, Legal Department, and other Departments and agencies of Volusia County; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Land Development Regulation Commission on March 8, 2005, and otherwise being fully advised, the Volusia County Council does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of Anthony Giblin, was duly and properly filed herein on January 20, 2005 as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

C. That the applicant is the Owner of a 7.8-acre parcel of land, which is situated in Volusia County. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

D. That the Applicant has held a pre-application meeting as required by the Volusia County Zoning Ordinance No. 80-8, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the Volusia County Zoning Ordinance No. 80-8, as amended.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification*(s)* of the parcel described in Exhibit "A" from A-3(2) (Transitional Agriculture – Activity Center) to RPUD (Residential Planned Unit Development).

B. That the said rezoning to a RPUD is consistent with both the Volusia County Comprehensive Plan, Ordinance No. 90-10, as amended, and the intent and purpose of the Volusia County Zoning Ordinance No. 80-8, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE THOMAS C. KELLY COUNTY ADMINISTRATION BUILDING, COUNTY COUNCIL

Instrument# 2005-255956 # 3
Book: 5653
Page: 2900

MEETING ROOM, DELAND, FLORIDA, THIS 21ST DAY OF APRIL, A.D., 2005, AS FOLLOWS:

A. That the Application of Anthony Giblin, for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from A-3(2) to RPUD as described in Article VII of the Volusia County Zoning Ordinance No. 80-8, as amended.

C. That the Official Zoning Map of Volusia County is hereby amended to show the rezoning of said parcel to RPUD.

D. That Volusia County Zoning Ordinance No. 80-8, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this Order and Resolution and with respect to any conflict between Ordinance No. 80-8, as amended, and the "Development Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No. 80-8, as amended, shall govern with respect to any matter not covered by the "Development Agreement." The Volusia County Zoning Enforcement Official will ensure overall compliance with this Order and Resolution.

E. Unless otherwise provided for herein, Article VIII, Supplementary Regulations of Volusia County Zoning Ordinance No. 80-8, as amended, shall apply to the RPUD in the same manner as the R-8 zoning classification.

F. Nothing in this Order and Resolution shall abridge the requirements of any Volusia County Ordinance other than Zoning Ordinance 80-8, as amended. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Volusia County Land Development Code, Ordinance No. 88-3, as amended. Further, nothing in the Development Agreement is intended to abridge the requirements of Ordinance No. 88-3, as amended, and any other County Ordinances.

THE LAKES OF SUGAR MILL

DEVELOPMENT AGREEMENT

A. **Development Concept**. The property shall be developed as a RPUD substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as a RPUD and shall regulate the future land use of this parcel.

1. Master Development Plan The Master Development Plan shall consist of the Conceptual Site Plan prepared by **Andersen & Associates** and dated January 15, 2005, and Revised May 26, 2005, and this development agreement. The Conceptual Site Plan is hereby approved and incorporated in this Order and Resolution by reference as Exhibit "B". The Master Development Plan shall be filed and retained for public inspection in the Growth and Resource Management Department and it shall constitute a supplement to the Official Zoning Map of Volusia County.

2. Amendments. All amendments of the Master Development Plan, other than those deemed by the Zoning Enforcement Official to be minor amendments as set out by Section 813.06 of Ordinance No. 80-8, as amended, shall require the review and recommendation of the Planning and Land Development Regulation Commission and action by the Volusia County Council in the same manner as a rezoning of the parcel.

3. Subdivision Approval. After the Master Development Plan is recorded, and prior to any construction, including clearing and landfill, a preliminary and/or a final plat of the area to be subdivided shall be submitted for review and approval in the manner required by Article II of the Volusia County Land Development Code, Ordinance No. 88-3, as amended.

4. Final Site Plan Approval. After the Master Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a Final Site Plan shall be prepared and submitted for review and approval in the manner required by Article III of the Volusia County Land Development Code, Ordinance No. 88-3, as amended.

B. **Unified Ownership**. The Applicant or his successors shall maintain unified ownership of the subject parcel until after issuance of the Final Plat or Final Site Plan Development Order.

C. **Land Uses Within the RPUD**. The RPUD shall be developed as a multi-family residential development and related accessory uses. The Preliminary Plan attached as Exhibit "B", indicates that the typical building design for the project will include two (2) story buildings with six (6) units per floor. The appropriate location and size of said buildings and accessory use areas are shown on the Preliminary Plan, Exhibit "B". The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

Multifamily residential dwellings (maximum 93 units)

Private recreational facilities, including but not limited to a pedestrian system and a swimming pool.

Clubhouse

Essential utility services

Exempt excavation [refer Section 817.00(o)(1) Ordinance No. 80-8]

Exempt landfill [refer Section 817.00(p)(1) Ordinance No. 80-8]

D. **Development Standards**. As not specifically set forth below, the RPUD shall be governed by the standards set forth in the R-6 zoning classification:

1. Project area: 7.83 acres

2. Overall Density: 93 units (12 units per acre)

3. Parking: 186 spaces, 2 spaces per unit, plus additional spaces reasonably required for accessory uses or structures. Visitor parking shall be provided for this project at one space per 25 required spaces. Other applicable requirements of Section 810 Zoning Ordinance 80-8, as amended, shall apply.

4. Open Space: 20% of the gross site area. Dedicated open space shall include the perimeter park and recreation center/lake park, as shown on Exhibit "B". All common area shall be landscaped and accessible to residents as open space.

5. Building Standards:

Minimum Floor Area:	Studio or efficiency - 480 sq. ft. One bedroom - 575 sq. ft. Each Additional Bedroom – 150 sq. ft.
Minimum Building Separation:	50 feet between front and rear 25 feet between sides.
Minimum Building Setbacks:	10 ft. from internal vehicular pavement. 15 ft. from property lines, 45 ft. from Sugar Mill Drive
Maximum Building Height:	45 ft.

Maximum Lot Coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Maximum Building Length: 220 ft.

6. Minimum Perimeter Buffer: 25 ft. (Sugar Mill Drive frontage), 15 ft. on all other perimeters.

7. Signage Requirements: Per the applicable standards for multifamily residential of Section 822, Ordinance No. 80-8, as amended; however, the proposed sign shall be a monument ground sign not to exceed eight (8) ft. in height.

E. **Environmental Considerations**. The minimum requirements of the Land Development Code Ordinance, as amended, shall be met with regard to tree preservation, buffers, etc. unless specifically addressed herein. Applicant shall properly permit impacts to on-site wetland areas, including previously altered wetland areas, if necessary.

F. **Sewage Disposal and Potable Water**. Provision for sewage disposal and potable water needs of the RPUD will be provided in accordance with the Comprehensive Plan, Ordinance No. 90-10, as amended, the Land Development Code Ordinance No. 88-3, as amended, and State of Florida Administrative Code 64E-6. Potable water and sanitary sewer will be obtained from the City of New Smyrna Beach Utilities Commission.

G. **Stormwater Drainage**. Provision for stormwater retention shall be in accordance with the Land Development Code, Article VIII, Ordinance No. 88-3, as amended. The stormwater retention areas shall be located outside of any required perimeter landscape areas.

H. **Access and Transportation System Improvements**. All access and transportation system improvements shall be provided in accordance with the County of Volusia Land Development Code, as amended. The parcel may be developed with two (2)

Instrument# 2005-255956 # 8
Book: 5653
Page: 2905

access drives off Sugar Mill Drive in substantial accordance with the access driveways depicted on the Preliminary Plan, subject to compliance with the Land Development Code 88-3, as amended:

1. Transportation System Improvements. As warranted by Volusia County land development regulations, use permits and traffic impact analysis. The Applicant shall dedicate to Volusia County 20 feet of land adjacent Sugar Mill Drive for right-of-way purposes. In addition, Applicant shall provide vehicular and pedestrian access to other Activity Center properties with the establishment of a frontage road system stubbed to the south in accordance with the Southeast Activity Center requirements of the Comprehensive Plan.

I. **Other Requirements**.

1. Architectural Style: Structures located within the RPUD shall exhibit harmonious materials, details, and colors and developer shall exhibit similar materials, details, and colors. Building facades shall be designed in a compatible and coordinated style.

2. Trash Receptacles: All four sides of the containers shall be screened at a minimum height of six (6) foot. The front of the enclosure must not be viewable from a public right-of-way.

3. Fences: Screening fences and wall shall be architecturally designed with offsets (projections and recesses) and landscape pockets to avoid a monotonous appearance.

4. Underground Utilities – All utilities serving the RPUD shall be installed and maintained underground. The Applicant shall dedicate to respective utility providers all easements necessary to provide for underground utilities connections.

5. Lighting: Street and parking area lighting shall be of a style

Instrument# 2005-255956 # 9
Book : 5653
Page : 2906

architecturally compatible with the scale and design of the buildings. The maximum height of light poles or lights shall be 20 feet.

J. **Building or Property Owners Association**. The charter and by-laws of said association and any other agreements, covenants, easements or restrictions shall be furnished to the County of Volusia at the time of creation. The applicant shall be responsible for recording said information in the Public Records of Volusia County, Florida. Also, the applicant shall bear and pay all costs for recording all of the aforementioned documents.

With respect to the enforcement of said agreements, covenants, easements or restrictions entered into between the applicant and the owners or occupiers of property within the RPUD, the County of Volusia shall only enforce the provisions of the "Development Agreement" and Volusia County Zoning Ordinance No. 80-8, as amended, whichever is applicable, and not the private agreements entered into between the aforementioned parties.

K. **Expiration of Agreement**: Within five (5) years from the effective date of this Order and Resolution, the applicant shall have submitted a Final Site Plan for the development as described under "Development Agreement", Section A, subsection 4, of this development agreement. In the event that the Final Site Plan is not submitted on or before the date indicated, this agreement shall expire. Any subsequent proposed development of this property will be processed as a major amendment of the Master Development Plan in accordance with paragraph A, 2 of this Agreement.

L. **Binding Effect of Plans; Recording; and Effective Date**. The Master Development Plan, including any and all supplementary orders and resolutions, and the

Instrument# 2005-255956 # 10
Book : 5653
Page : 2907

Conceptual Site Plan shall bind and inure to the benefit of the Applicant and his successor in title or interest. The RPUD zoning, provisions of the "Development Agreement," and all approved plans shall run with the land and shall be administered in a manner consistent with Article IX of the Volusia County Zoning Ordinance No. 80-8, as amended.

This Order and Resolution and all subsequent Orders and Resolutions shall be filed with the Clerk of the Court and recorded within forty-five (45) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department. The date of receipt of this document by the Growth and Resource Management Department shall constitute the effective date of the RPUD or its subsequent amendments. The applicant shall pay all filing costs for recording documents.

M. **Conceptual Approval**: The parties hereto acknowledge that reductions in density and/or intensity may and do occur; and that minor changes to roadway design, location and size of structures, actual location of parking spaces, specific locations for land uses, and locations and design of stormwater storage, landscape buffers and upland buffers may result to comply with the Volusia County Land Development Code, Ordinance No. 88-3, as amended. Upon determination of the Zoning Enforcement Official, these revisions may be processed as minor amendments as set forth in Section 813.06 of the Volusia County Zoning Ordinance No. 80-8, as amended. The Applicant agrees to revise and record the Revised Preliminary Plan which reflects any such changes with the Clerk of the Court immediately following the expiration of the 30-day period for appealing Development Review Committee (DRC) decisions to the County Council. A copy of the

Instrument# 2005-255956 # 11
Book: 5653
Page: 2908

Revised Preliminary Plan, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department.

DONE and ORDERED by the County Council of Volusia County, Florida, this 21st day of April, 2005.

ATTEST:

Ray W. Pennebaker
Deputy County Manager

VOLUSIA COUNTY COUNCIL

Frank T. Bruno, Jr.
County Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of June, 2005, by Ray W. Pennebaker and Frank T. Bruno, Jr., as Deputy County Manager and County Chair, Volusia County Council, respectively, on behalf of the County of Volusia, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:
Dorothy Buckles
Commission No.:
My Commission Expires:

DOROTHY BUCKLES
MY COMMISSION # DD 033855
EXPIRES: September 22, 2005
Bonded Thru Notary Public Underwriters

WITNESSES

APPLICANT

Vincent Anthony Giblin

Anthony Giblin
Owner

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of June, 2005, by Anthony Giblin. He is personally known to me or has produced FL. Driv. Lic as identification.

MARIA ROSA
MY COMMISSION # DD 317226
EXPIRES: May 6, 2008
BONDED THRU CNA SURETY CO.

Maria Rosa

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:
MARIA E. ROSA

Commission No.: 00317226

My Commission Expires: 5/06/08

SA:ys

Revised June 6, 2005

EXHIBIT A

LEGAL DESCRIPTION:

PARENT TRACT

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH 1/4 CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 15; THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING.

CONTAINS THEREIN 7.556 ACRES, MORE OR LESS.

Best Available Image

Instrument# 2005-255956 # 15
Book: 5653

Page: 2912
Diane M. Matousek
Volusia County, Clerk of Court

APPROVED

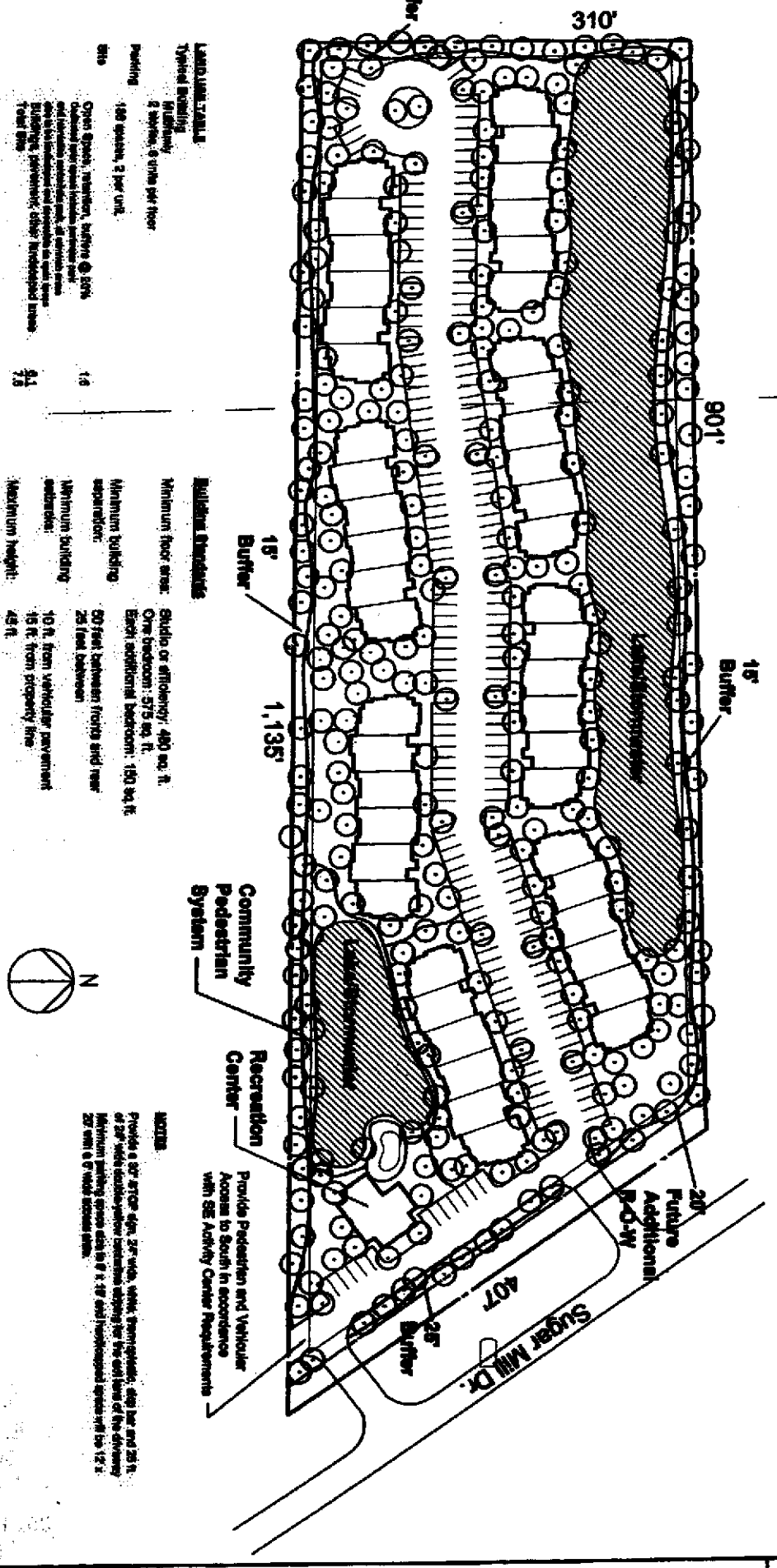
Exhibit "B": Conceptual Site Plan

REVISED
Received 05/25/05

January 15, 2004

PUD-05-026

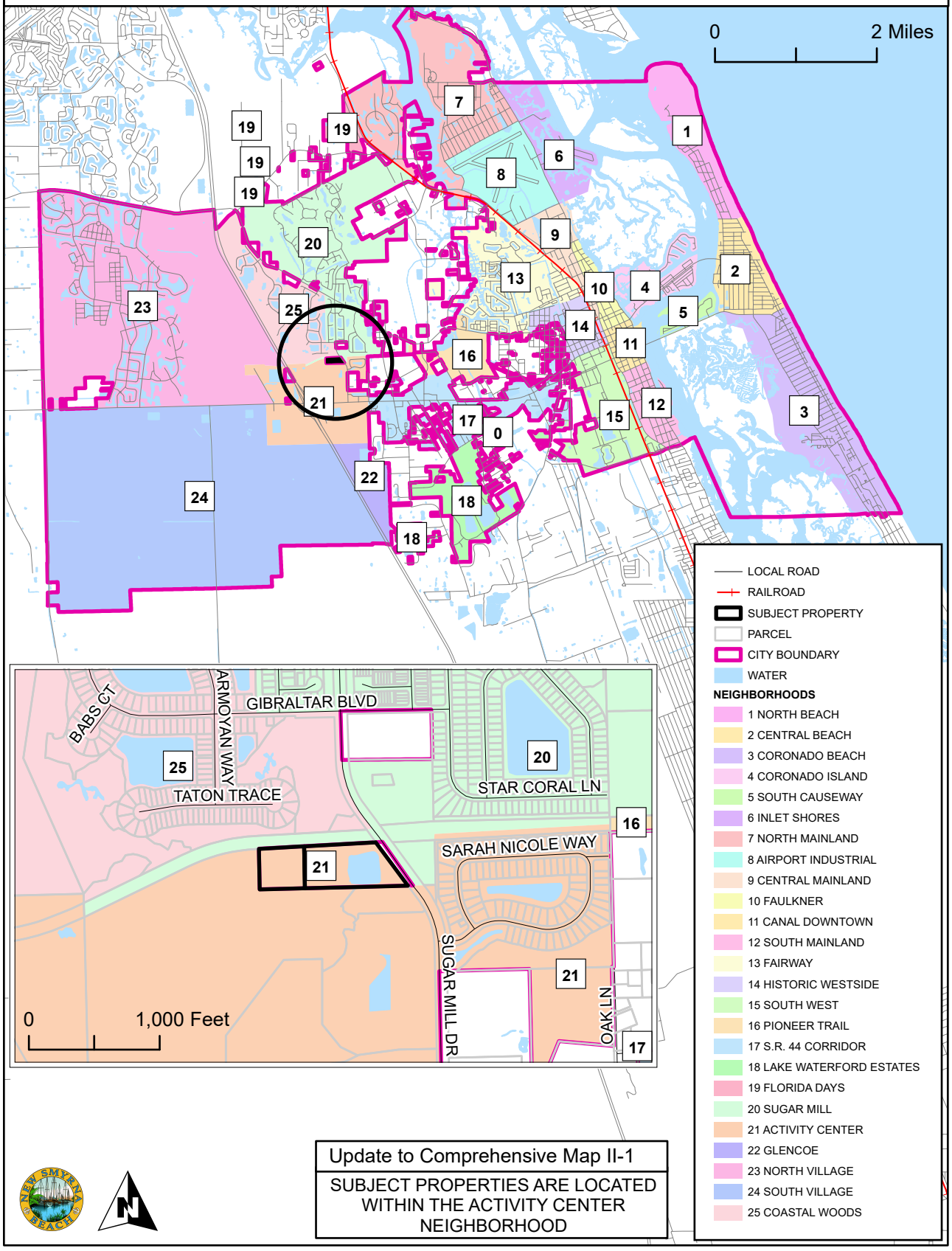
Building coverage not to exceed 35%



Sheet 3	The Lakes of Sugar Mill	Volusia County, Fl.	Revisions May 26, 2005

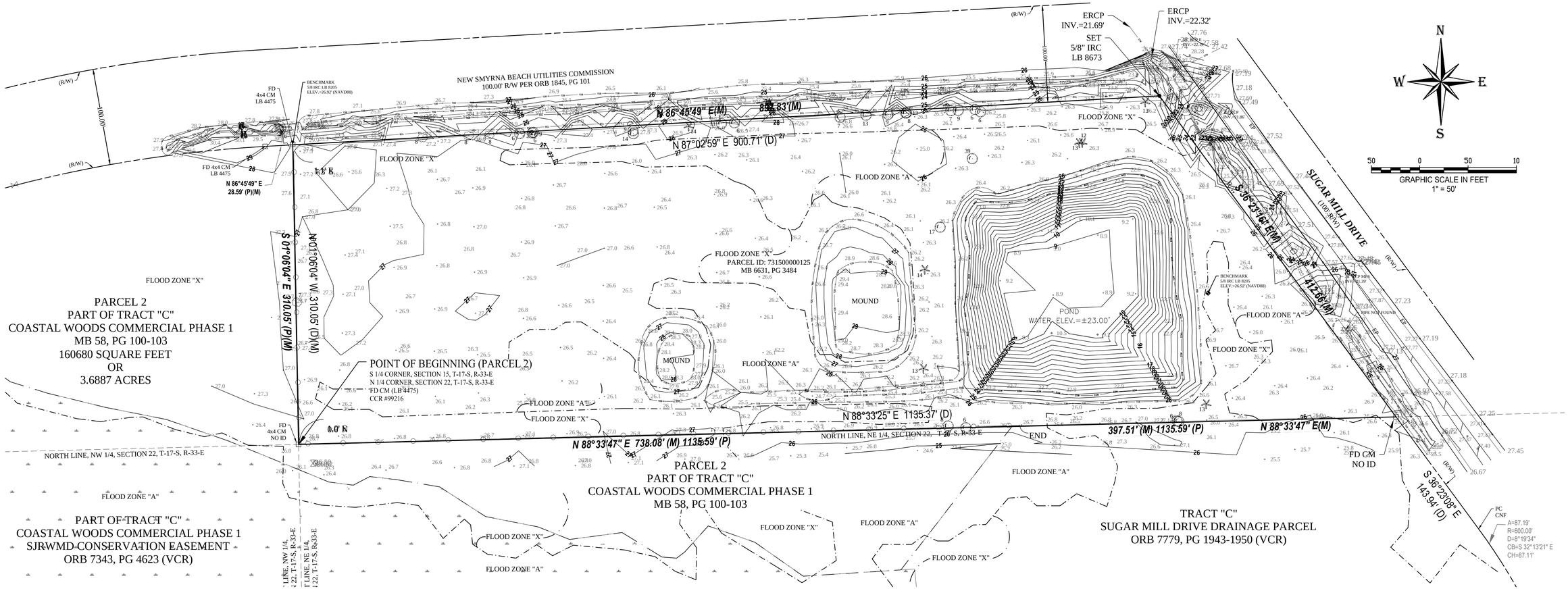
NEIGHBORHOODS

PUD-6-25



Update to Comprehensive Map II-1

SUBJECT PROPERTIES ARE LOCATED WITHIN THE ACTIVITY CENTER NEIGHBORHOOD



LEGAL DESCRIPTION: (ORB 6631, PAGE 3485 VCR)

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH 1/4 CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 900.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF AFORESAID SECTION 15, THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.600 ACRES MORE OR LESS.

ABBREVIATIONS

A	ARC LENGTH
(C)	CALCULATED
CM	CONCRETE MONUMENT
CNF	CORNER NOT FOUND
D	DELTA
(D)	DESCRIPTION OR DEED
DWG	DRAWING
EP	EDGE OF PAVEMENT
FD	FOUND
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M	FLOOD INSURANCE RATE MAP
FL	FLORIDA
ID	IDENTIFICATION
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
(M)	MEASURED
M.B.	MAP BOOK
NAVD	NORTH AMERICAN VERTICAL DATUM
ORB	OFFICIAL RECORD BOOK
(P)	PLAT
PG	PAGE
R	RADIUS
R/W	RIGHT-OF-WAY
(VCR)	VOLUSIA COUNTY RECORDS

LEGEND

- BENCHMARK
- CENTER LINE
- CONCRETE MONUMENT
- • 0.00 EXISTING ELEVATION
- GUY ANCHOR
- IRON PIPE AND CAP (AS NOTED)
- IRON ROD AND CAP (AS NOTED)
- SIGN (UNLESS NOTED)
- WATER METER
- WATER VALVE
- WOOD UTILITY POLE

LINE TYPE LEGEND

- HOG WIRE FENCE
- OVERHEAD ELECTRIC
- TOP OF BANK
- TOE OF SLOPE
- POND WATERLINE

TREE LEGEND

TREE NAME	SYMBOL	COUNT
BAY		04
OAK		23
PALM		07
12" DENOTES 12" DIAMETER TRUNK (TYPICAL)		TOTAL COUNT 34

GENERAL NOTES:

1. **BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE NORTH LINE OF TRACT "C", COASTAL WOODS COMMERCIAL PHASE 1, BEING N 64°02'49" E. (FOR ANGLE MEASUREMENT ONLY).**
2. **LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC.. NO TITLE WORK PROVIDED TO THIS SURVEYOR.**
3. **THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 50' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.**
4. **RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ) , WHEN DIFFERS FROM MEASURED.**
5. **FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF NEW SMYRNA BEACH, FLORIDA NUMBER 125132, PANEL NUMBER 12127 C 0540 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY APPEARS TO BE IN FLOOD ZONE "X" AND FLOOD ZONE "A" AS SHOWN.**
6. **DATA SOURCES:**

   ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK IS A NATIONAL GEODETIC SURVEY DESIGNATION: S212, ELEVATION = 27.43 FEET.
7. **HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.**

   A.) OFFICIAL RECORDS BOOK 6631, PAGE 3484, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   B.) OFFICIAL RECORDS BOOK 7162, PAGE 4625, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   C.) OFFICIAL RECORDS BOOK 7799, PAGE 1940, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   D.) OFFICIAL RECORDS BOOK 7799, PAGE 1943, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   E.) OFFICIAL RECORDS BOOK 7826, PAGE 5952, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   F.) COASTAL WOODS MULTI-FAMILY, AS RECORDED IN MAP BOOK 618, PAGE 140-142, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   G.) COASTAL WOODS COMMERCIAL PHASE 1, AS RECORDED IN MAP BOOK 58, PAGE 100-103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
8. **THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.**
9. **UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.**
10. **LIMITATIONS:**

    A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(D)(4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAY(S) & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY(S) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

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

GENERAL NOTES:

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(5)(6)

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

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TOPOGRAPHIC SURVEY:
1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
2.) OFF-SITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENTS AGENT, BEING AN ARCHITECT OR ENGINEER.

11. **PIPE SIZE, MATERIAL AND INVERTS OF SEWER AND DRAINAGE STRUCTURES WERE OBTAINED WHERE ACCESSIBLE. DUE TO THE NATURE OF OBTAINING THE DATA WHERE THE STRUCTURES ARE IN USE AND THE ACTUAL INVERTS ARE OBSCURED, THE INFORMATION OBTAINED MAY BE THE BEST APPROXIMATION OF THE TRUE MEASUREMENTS. IT IS THE RESPONSIBILITY OF THE END USER TO VERIFY THE DIAMETER AND MATERIAL UTILIZING AS-BUILD DRAWINGS OR OTHER RESOURCES PRIOR TO CONSTRUCTION.**
12. **IN INSTANCES WHERE THE STRUCTURES ARE FULL OF WATER OR EFFLUENT AND THE INVERTS WERE OBSCURED, THE BOTTOM OF THE STRUCTURE WAS OBTAINED.**
13. **UNITS OF MEASUREMENT ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. WELL IDENTIFIED FEATURES IN THIS SURVEY WERE FIELD MEASURED TO A HORIZONTAL POSITIONAL ACCURACY OF 0.05'. THE ELEVATIONS ON IMPERVIOUS SURFACES WERE FIELD MEASURED TO 0.03' AND ON GROUND SURFACES TO 0.1'.**

REVISIONS:

SITE ADDRESS: 390 Sugar Mill Drive New Smyrna Beach, Florida

TYPE OF SURVEY: Boundary, Tree & Topographic

PROJECT NUMBER: 25-78

Field Work by: RS Date: 07/15/25
Field Book: 45 Page: 14

Office Work by: BR Date: 07/16/25
Scale: 1" = 50'

A1A SURVEYING
RESIDENTIAL · COMMERCIAL · CONSTRUCTION

386.216.5730
711 Pineland Trail, Ormond Beach, Florida LB 8673

THE FOREGOING BOUNDARY, TOPOGRAPHIC AND TREE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 5J-17, SECTIONS 051, FLORIDA STATUTES.

07/16/2025
PSM #6378
David McMillen
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

David McMillen
LS 6378
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

Document prepared by:
Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

Return recorded document to:
City of New Smyrna Beach Records Clerk
210 Sams Avenue
New Smyrna Beach, FL 32168

SUGAR MILL BOAT & RV PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and AJ Two, LLC, a Florida limited liability company, the record title property owner ("Owner" or "Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 7.602 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. **[Either]** The Property is under the sole ownership of Owner

2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description and survey.

Exhibit B: Conceptual Development Plan, rev. date ___, prepared by _____.

Exhibit C: Architectural Elevations, rev. date _____, prepared by _____.

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "**Sugar Mill Boat & RV**".

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 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: 7 acres

(2) Maximum building height: 25 feet

(3) Maximum individual building size: 850 sq. ft.

(4) Minimum building separation: n/a

(5) Setbacks: side 20 ft.; front 150 ft.; rear 20 ft.

(6) FAR: 0.50

(7) Maximum density: n/a

(8) Maximum building coverage: 15%

(9) Minimum open space: 35%

Common open space: n/a

(10) Maximum impervious surface area; 65%

(11) Landscape buffers: side 20 ft.; front 25 ft.; rear 20 ft.

E. As a condition of site plan approval, the Developer shall execute and record a restrictive covenant or other legally binding instrument in a form acceptable to the City Attorney, which shall run with the land and restrict development of the Property to a maximum floor area ratio (FAR) of 0.50 and a maximum residential density of eight (8) dwelling units per acre. Nothing herein shall be construed to amend, waive, or otherwise modify any provision of this Agreement further restricting commercial intensity and residential density, all of which shall remain in full force and effect.

4. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDRs, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

5. PERMITTED USES.

The following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs for such uses, except to the extent specifically provided otherwise herein:

Outdoor storage with and without covered vehicle canopies.

6. INFRASTRUCTURE.

A. Stormwater retention and drainage facilities. An on-site stormwater retention facility will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures. The Developer, along with its successors and assigns, agrees to adhere to the standards adopted by Ordinance 06-25, incorporated herein, notwithstanding any legislation adopted by the Florida Legislature declaring such an ordinance void ab initio. Further, should development occur on or after January 1, 2028, and the City has adopted stronger stormwater standards than those adopted by Ordinance 06-25, all such development will adhere to those enhanced standards

B. Utilities and utility easements. All utilities will be installed underground and constructed to Utility Commission standards.

C. Access easements and right-of-way. Access easements and right-of-way will be as depicted on the Conceptual Development Plan.

7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

There will be no common areas in the development.

8. ARCHITECTURAL AND DESIGN STANDARDS.

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, 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.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) All buildings and accessory structures shall generally be consistent with the Exhibit C (Architectural Elevations).

(6) Through the LDR site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(7) Except as otherwise provided for in this Agreement, no outside display or storage shall be permitted.

(8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(9) The physical appearance of all parking lot lighting fixtures shall be consistent.

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.

If burning is used to clear land, an air curtain incinerator shall be required to minimize smoke.

10. SIGNAGE.

Signage on the Property shall be in accordance with the LDR.

11. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

B. Application shall be submitted for initial construction permits for the development within 24 months of the approval of this Agreement by the City Commission. The filing of an appeal of the land development order by any person shall toll the time for permitting until final resolution of the appeal.

C. Construction shall be substantially complete within 5 years of the approval of this Agreement.

D. One 12-month extension 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.

12. MINOR MODIFICATIONS.

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Unit Development approval process;

(2) Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:

a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;

b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;

d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;

e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;

b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;

c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and

d) Modifications that would unduly impact public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the Agreement.

D. Approved modifications shall be noted on the official plan documents.

13. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

14. VARIANCES.

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to all persons owning property within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

15. 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.

16. 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.

17. VENUE AND SEVERABILITY.

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[Signature pages following]

Signed, sealed and delivered in the presence of:

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

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Fred Cleveland, Mayor

Attest:

_____
Witness 2

_____
Print Name of Witness 2

By: _____
Sharon Taylor-Harding, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2026, by Fred Cleveland and Sharon Taylor-Harding, Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

[OWNER]

_____
Witness 1

By: _____
Name:
Title:

_____
Print Name of Witness 1

Date: _____

_____
Witness 2

[Corporate Seal]

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, 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. _____

Approved as to legal form:

By: _____
Carrie Avallone, City Attorney

[Exhibit pages attached:]

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Site Plan

EXHIBIT C

Architectural Elevations

EXHIBIT D

Landscape Plan

EXHIBIT E

Preliminary Plat

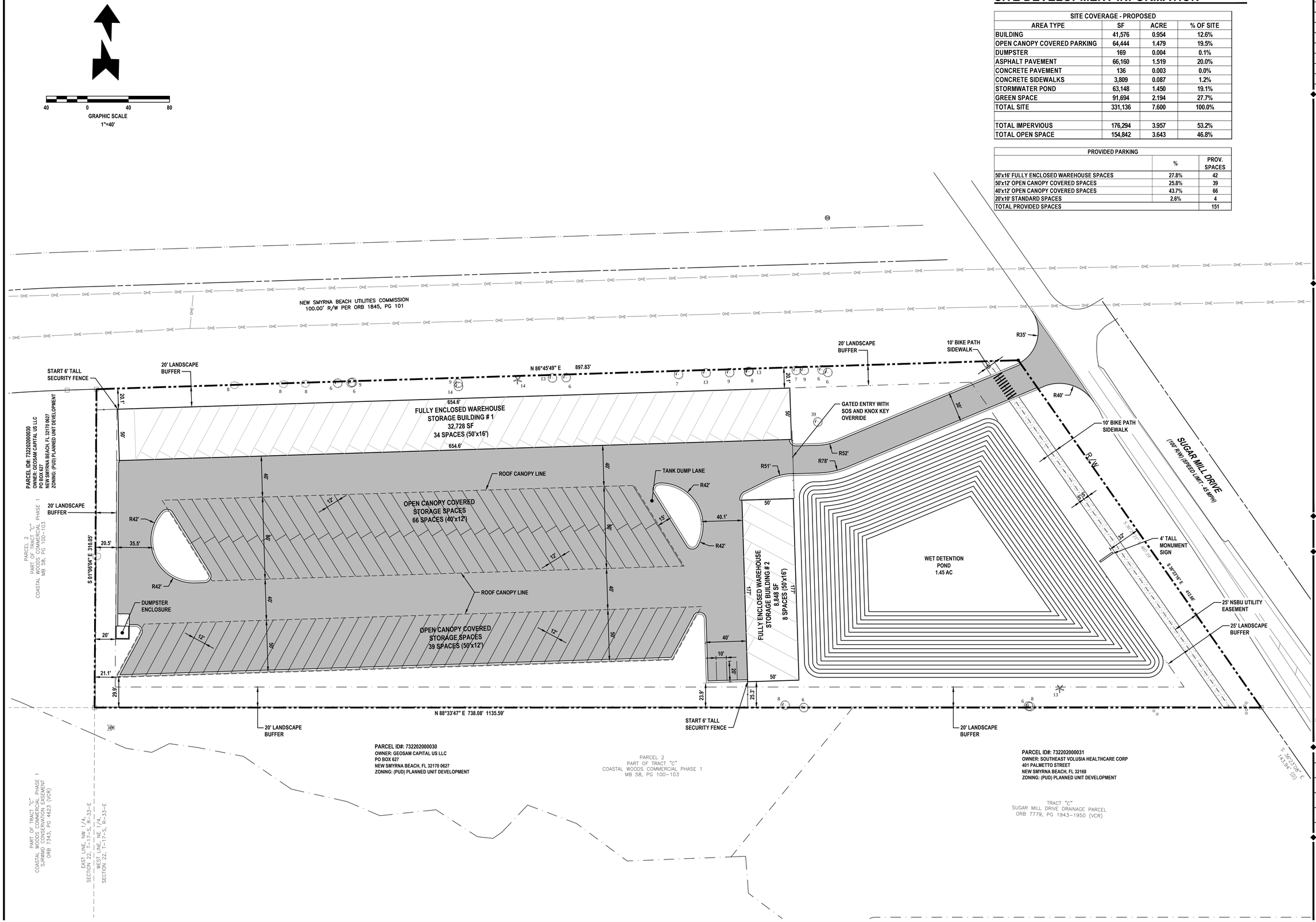
EXHIBIT F

Sign Plan

SITE DEVELOPMENT INFORMATION

SITE COVERAGE - PROPOSED			
AREA TYPE	SF	ACRE	% OF SITE
BUILDING	41,576	0.954	12.6%
OPEN CANOPY COVERED PARKING	64,444	1.479	19.5%
DUMPSTER	169	0.004	0.1%
ASPHALT PAVEMENT	66,160	1.519	20.0%
CONCRETE PAVEMENT	136	0.003	0.0%
CONCRETE SIDEWALKS	3,809	0.087	1.2%
STORMWATER POND	63,148	1.450	19.1%
GREEN SPACE	91,694	2.194	27.7%
TOTAL SITE	331,136	7.600	100.0%
TOTAL IMPERVIOUS	176,294	3.957	53.2%
TOTAL OPEN SPACE	154,842	3.643	46.8%

PROVIDED PARKING		
	%	PROV. SPACES
50'x16' FULLY ENCLOSED WAREHOUSE SPACES	27.8%	42
50'x12' OPEN CANOPY COVERED SPACES	25.8%	39
40'x12' OPEN CANOPY COVERED SPACES	43.7%	66
20'x10' STANDARD SPACES	2.6%	4
TOTAL PROVIDED SPACES		151



REVISIONS	
DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7784
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
© 2013
Civil Engineering
Transportation, CEI &
Landscape Architecture

NEWKIRK ENGINEERING INC.

SITE LAYOUT PLAN

SUGAR MILL BOAT & RV

390 SUGAR MILL DRIVE
NEW SMYRNA BEACH, FL 32168

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON

Harry Newkirk

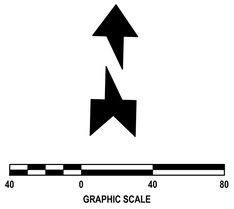
HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT No:	2025-XX
DATE:	JULY 2025
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 60'

DRAWING NUMBER

1



LEGEND

14 TREE REMOVAL

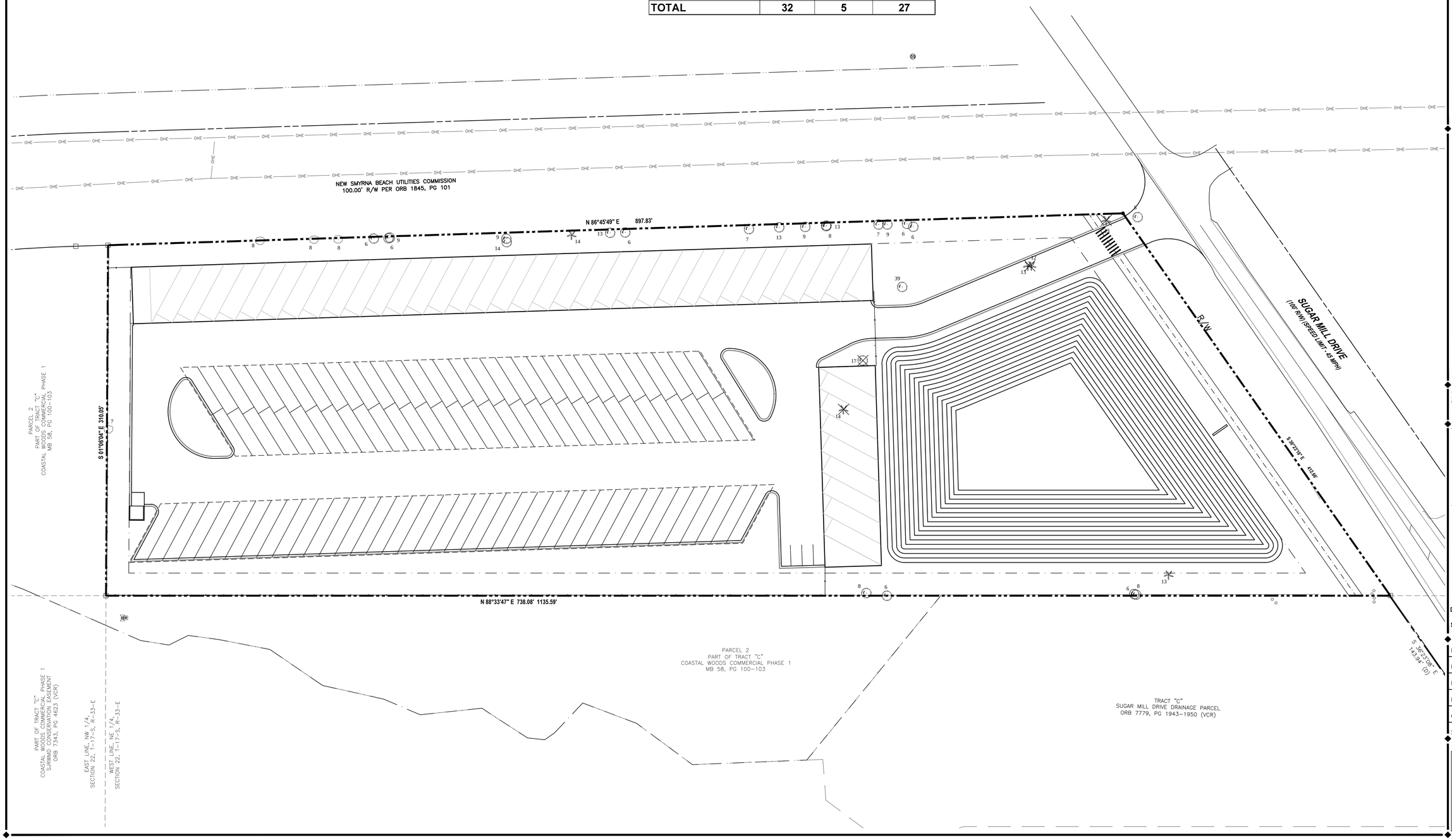
NOTE:

COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL DEVELOPMENT PLAN.

TOTAL SITE	7.602	ACRES
TOTAL SPECIMEN TREES	1	TOTAL
SPECIMEN TREES REMOVED	0	TOTAL
SPECIMEN / ACRE	0.1	
REQUIRED PRESERVATION (80%)	1	TREES
TOTAL HISTORIC TREES	1	TREE
HISTORIC TREES REMOVED	0	TREES

TREE SCHEDULE

	EXISTING	REMOVED	REMAINING
BAY	4	0	4
OAK	22	1	21
PALM	6	4	2
TOTAL	**32**	**5**	**27**



REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7784
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
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Civil Engineering
Transportation, CEI &
Landscape Architecture

NEWKIRK ENGINEERING INC.

TREE DATA ANALYSIS PLAN

SUGAR MILL BOAT & RV

390 SUGAR MILL DRIVE
NEW SMYRNA BEACH, FL 32168

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON

Harry Newkirk

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

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PROJECT No:	2025-XX
DATE:	JULY 2025
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 60'

DRAWING NUMBER

2



SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

28 JULY 2025

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SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

28 JULY 2025

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architecture • design • planning



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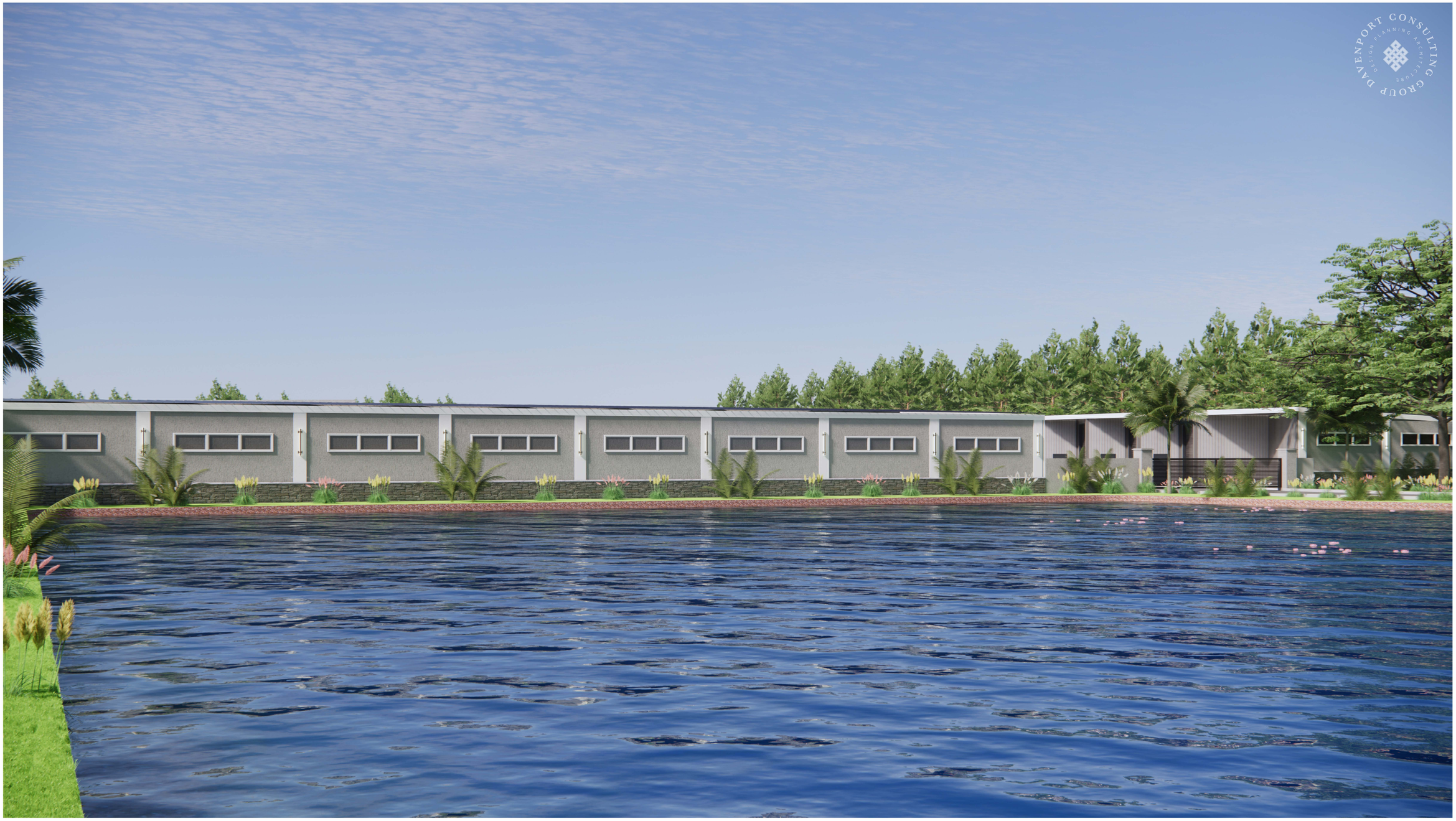

SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

28 JULY 2025

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25 JUNE 2025 | 1/64" = 1'

Davenport Consulting Group
architecture • design • planning

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RESULT:	**DENIED [2-4 VOTES]**
MOVER:	Causey
SECONDER:	Bien
AYES:	Causey, Yates,
NAYES:	Hall, Bien, Hodges, Hulvershorn

5.D **PUD-06-25, Review and give a recommendation to the City Commission on a proposed rezoning application to change the current zoning from County PUD to City PUD on approximately 7.6 acres of land located at 390 Sugar Mill Drive, associated with companion and concurrent applications for Annexation and a revised CPA FLU designation.**

Jeff Gove, Chief Planner, outlined the Applicant's request to allow for a Storage Facility for Boats and RV's, in a combination of 147 total spaces within Enclosed Buildings or within an internal paved parking area potentially under Canopy Covers.

Member Hodges asked whether the site includes bathrooms or clean-out stations.

Jeff Gove, Chief Planner, confirmed that the site plan includes a dump station and a tank pump located at the east end of the open canopy storage area.

Member Causey asked about a wash station, but Jeff Gove was unsure and suggested asking the developer directly.

Member Bien questioned whether the commercial future land use designation permits industrial uses like RV and boat storage.

Mr. Gove explained, the use is retail-oriented, not strictly industrial, RV/boat storage doesn't produce off-site impacts, so it fits within commercial zoning and other zoning districts like B-3 also allow this use under commercial land use.

Member Hall raised concerns about traffic flow, especially slow-turning RVs. He asked whether a turn lane or deceleration lane might be required in the future.

Jeff Gove responded that this would be addressed down the road. The road is a County Road, so it's outside city control. He hopes the county won't require U-turns for access.

Vice-Chair Yates asked if the applicant would like to speak.

Joey Posey, 420 S Nova, Attorney representing the applicant, provided a detailed overview of the property's history and zoning context. He explained that the site currently exists in the county and was previously approved in 2005 as an RPUD for 94 townhomes, consistent with the county's medium-density residential future land use designation, which allows 8 units per acre and includes a commercial component. Posey clarified that the county's comp plan permits neighborhood businesses and shopping centers under this designation, which is why a floor area ratio (FAR) of 0.5 is applicable. The original RPUD included 186 parking spaces, 45-foot building height, 20% open space, and two access points, which would have generated significantly more traffic than the current proposal.

He emphasized that the proposed RV and boat storage facility would have minimal traffic impact, as users typically store vehicles long-term and only access them occasionally. The facility is not expected to include a wash station, further reducing its demand on public utilities. Posey concluded that the project is designed to be a low-impact use, especially compared to the previously approved residential development, and aligns with the county's existing land use entitlements.

Harry Newkirk of Newkirk Engineering, explained the stormwater management plan for the proposed development. The site currently has an existing wet pond, which will be expanded and serve as the central feature of the stormwater system. The design will comply with St. Johns River Water Management District rules, which are stricter than New Smyrna Beach's local code. These rules require nutrient filtration, meaning the system must remove nitrogen and phosphorus before water is discharged into the roadside ditches and eventually into the creek. The stormwater system will include dry retention areas and under-parking filtration to pretreat runoff before it reaches the wet pond. The entire system must be engineered to handle up to a 100-year storm event, ensuring that both the rate and volume of discharge are less than current conditions. This approach is intended to reduce flood risk for adjacent properties and improve downstream water management through

increased on-site percolation and storage capacity.

Vice-Chair Yates opened Public Participation.

Robert Fyke, a resident of Coastal Woods, spoke in opposition to a proposed development near his neighborhood. He urged the board to deny the annexation of the property from the county into the city, the rezoning from residential to commercial, and the approval of the Planned Unit Development (PUD). Fyke expressed concerns about the proximity of the development to Coastal Woods and Tatum Trace, highlighting potential flooding issues due to the area's waterlogged conditions and lack of impact studies on water flow. He warned that elevating the development site could cause runoff into neighboring properties, unfairly affecting current residents. Fyke also criticized the plan for including 147 RV and boat storage spaces, predicting increased traffic congestion, especially on Sugar Mill Road, and chaotic conditions on weekends as people from Orlando bring boats to the area.

Nancy Knapp, 2913 Taton Trace, expressed strong concerns about the proposed development near her neighborhood. She challenged the characterization of the area as "relatively isolated," noting the close proximity between cul-de-sacs in Taton Trace and the adjacent development. Having lived there since 2018, she emphasized that while her property has not experienced flooding during major storms like Hurricanes Ian and Nicole, nearby retention ponds are currently full and local canals have not emptied in a long time. She warned that future storms could overwhelm the area's drainage system. Nancy also raised traffic safety concerns, pointing out that Sugar Mill Road is only two lanes and already heavily used by multiple subdivisions. She fears that increased traffic from RVs and boats, especially once the Pioneer Trail exit from I-95 is completed, will worsen congestion. She requested transparency about the engineering firm responsible for the stormwater assessment, expressing a desire to hold them accountable if flooding occurs.

Marvel Richards, 1099 Clubhouse Blvd., voiced opposition to the proposed boat and RV storage development near Sugar Mill Road. She emphasized that the roadside ditches along Sugar Mill and State Road 44 are consistently full of water, raising concerns about worsening flooding if the site is paved. Ms. Richards noted that a new hospital is planned at the intersection of Sugar Mill

and 44, with its emergency entrance on Sugar Mill, and a medical park will be built behind it. She warned that increased traffic from trailers and boats could interfere with access to the hospital and exacerbate congestion in an already busy area. Additionally, she pointed out that the development site is located on what she described as the most dangerous curve on Sugar Mill Road. Ms. Richards urged the board to carefully consider the long-term impacts of the project, especially with significant growth expected in the next few years.

Claudia Vanderhorst, 562 Aeolian Drive, voiced strong opposition to the proposed zoning change and boat storage development near her community. She emphasized that the stormwater ditches along Sugar Mill Road are critical to preventing flooding in her neighborhood, which sits at one of the lowest elevations in the area. During Hurricane Ian, water infiltrated her community, and she fears future development will worsen runoff and flooding. Ms. Vanderhorst expressed concern about changing the comprehensive plan from residential to commercial, arguing that residents invested in their homes under the assumption the area would remain residential. She warned that approving commercial zoning in the middle of a large residential and medical corridor constitutes "spot zoning," which has faced legal challenges in other cases. Additionally, she cited safety concerns related to increased traffic from school buses, emergency vehicles, and future residents, especially with the upcoming I-95 Pioneer Trail interchange. Ms. Vanderhorst urged the board to reject the zoning change and preserve the residential character of the area for the sake of current homeowners.

Robin Marcus, of 2972 Gibraltar Blvd., expressed concerns about the proposed development near Sugar Mill Road. She highlighted the persistent water in roadside ditches due to ongoing construction and warned that additional development would worsen flooding. Ms. Marcus noted that despite signage prohibiting left turns from the Panera area onto Sugar Mill, drivers frequently ignore it, creating traffic hazards. She emphasized that the road's 45 mph speed limit poses safety risks for slow-moving RVs and boats entering or exiting the site. With the upcoming hospital and increased traffic from surrounding neighborhoods, she believes the area cannot support another facility and urged the board to deny the proposal due to flooding, traffic congestion, and public safety concerns.

John Kaplan, 3009 Trubs Trace, expressed concerns about drainage and flooding related to the proposed development near Sugar Mill Road and State

Road 44. He noted that the drainage canal along 44 has no outlet, which contributes to persistent water issues. Mr. Kaplan also highlighted the consistent 45 mph speed limit on Sugar Mill between Pioneer Trail and 44, raising safety concerns for RVs and boats entering or exiting the site. He questioned the visual impact of proposed 45-foot-tall buildings on nearby homes, suggesting that such height would be intrusive unless buffered by a wall. Mr. Kaplan also mentioned confusion about the ownership and original purpose of a pond on the property, which he believes was not intended for future development. He concluded by requesting that the proposal be denied.

Cindy Sniezak, 512 Yupon Avenue, shared concerns about the proposed development and the broader process surrounding it. She pointed out confusion over whether public comments were being taken collectively for three separate items, even though votes would occur individually. Ms. Sniezak questioned the relevance of past entitlements and height allowances, noting that boat storage typically doesn't require tall structures. Her primary concern was traffic, especially around the Panera, Zaxby's, and gas station area, where a right-turn-only design forces drivers to make illegal left turns or use private property to turn around. She emphasized that trailers and RVs complicate traffic flow and suggested that road improvements are necessary, though not necessarily the applicant's responsibility. Ms. Sniezak urged city officials to use this situation as an opportunity to collaborate with the county to address infrastructure needs and improve traffic safety, especially before approving further development.

Justina Azcarate, 3053 Neverland Drive, voiced concerns about the proposed development adjacent to Taton Trace. While she acknowledged the project appears visually appealing, she emphasized that flooding is already a significant issue in Coastal Woods due to unmet promises by developers. Her community is currently working with St. Johns Water Management to address water issues on the far end of the neighborhood. Ms. Azcarate questioned the effectiveness of the proposed drainage plan, expressing skepticism about whether water will flow as intended, especially given the area's history of flooding, including severe impacts from Hurricane Ian. She noted that water in the area is currently stagnant and fears that additional runoff from the development could worsen conditions. Ms. Azcarate stressed that residents purchased their homes as "forever homes" and urged careful consideration of the long-term impacts.

Janet Kaplan, 3009 Taton Trace, expressed concerns about the proposed development near Sugar Mill Road. She emphasized that the road is mostly two lanes and very curvy, with six subdivisions already feeding traffic into the area, creating congestion and safety issues. Ms. Kaplan noted that many residents were unaware of the proposal due to limited notification and suggested that more time is needed for public awareness and research. She also mentioned a possible 30-year lease agreement involving Geosam, which she believes is relevant to the property. Her primary concerns centered on increased traffic, flood risks, and the environmental impact of additional concrete. Ms. Kaplan urged the board to consider tabling the proposal to allow for further investigation and community input.

Steve Gunter, 140 Temple Street, voiced frustration over the city's frequent amendments to its comprehensive plan to accommodate developers, questioning the purpose of having such a plan if it's constantly changed. He opposed the proposed PUD and commercial development, describing it as elevated concrete and asphalt that would worsen flooding downstream. Living a mile and a half from the site, Mr. Gunter emphasized that local drainage systems are already overwhelmed, with ditches and canals full and unable to handle additional runoff. He shared his personal experience of knee-deep water in his home and criticized the reliance on St. Johns Water Management, suggesting they often favor developers over residents. Citing state law HB503-403.814, he argued the project would cause adverse flooding impacts and lacks sufficient conveyance capacity. Mr. Gunter concluded by warning that residents downstream, including those in Coastal Woods, are already using the area for water storage and will suffer further if the development proceeds.

Pat Scott, 120 Eddy Road, expressed concern about the impact of the proposed development on lower-lying, unincorporated areas like hers. She noted that these areas have been increasingly affected by flooding over time and believes the new project will worsen the situation. Ms. Scott referenced a nearby RV development on Doerr Road that led to increased flooding, citing a personal account from a neighbor who experienced water damage after its construction. She emphasized that her neighborhood is downhill from the proposed site, making it especially vulnerable to runoff and urged the board to reject the project to prevent further harm.

Vice-Chair Yates closed Public Participation.

Mr. Gove provided several clarifications regarding the proposed development. He stated that the building height is set at 25 feet, not the previously mentioned 45 feet, and this is specified in the Master Development Agreement (MDA). He emphasized that the current request is for land use approval, not a finalized engineered site plan. The concept allows for up to 147 storage spaces, and if approved, a detailed site plan will be submitted later for review, including considerations for traffic flow, turn lanes, and stormwater impacts. The proposed building would be over 41,000 square feet, and all engineering details would be addressed during the site plan phase. Mr. Gove also noted that the property was previously approved in the county for 93 multifamily units, but that approval expired after five years. At the time, the property had a future land use designation of Activity Center, which permitted a higher intensity of development.

Member Hodges asked whether the previously approved 93 residential units from the county would still apply if the property were annexed into New Smyrna Beach. Mr. Gove clarified that they would not, as the county's current future land use designation is medium density, which allows a maximum of 8 units per acre. He explained that unless a different designation is requested, the city applies its closest applicable zoning. Mr. Gove also noted that even if the land use changes to commercial, the city would still want to see the current density restrictions carried over. In response to Member Causey's question, Mr. Gove confirmed that there are other nearby parcels already designated as commercial, particularly near the intersection of Pioneer Trail and Sugar Mill Road, including a convenience store and two vacant corners with commercial land use—one with straight zoning and the other part of a PUD.

Vice-Chair Yates asked whether annexation into New Smyrna Beach is required for the proposed development to proceed. Mr. Gove clarified that annexation is indeed the first step in the process, but if the city does not approve it, the property could still be developed under county regulations without annexation. The difference would lie in the regulatory framework—city versus county—under which the development would be reviewed and approved.

Member Bien asked whether the county's current land use regulations would permit the proposed use without rezoning. Mr. Gove responded that while he isn't fully familiar with the county's future land use details, the property is designated as medium-density residential, which does allow for a limited

amount of commercial uses. Therefore, it's possible that the use could be permitted under county regulations, but it would depend on the specifics of those allowances.

Member Hall asked whether the proposed development site is surrounded by residential properties. Mr. Gove confirmed that while the area is largely residential, the land to the west and south is part of the Coastal Woods Planned Unit Development (PUD), specifically designated for commercial use. He explained that this commercial portion was originally approved under Geosam's ownership and later transferred to Advent Health, which used the vested entitlements for traffic analysis and development of their hospital PUD. However, the current parcel under discussion was left out of that hospital PUD. Mr. Gove also noted that a stormwater pond designed for the Advent Health site is intended to drain into the area being considered for development, indicating future plans for excavation and retention on the site.

Member Hodges asked about the nearby development, specifically how many units were built and the size of the land. Mr. Gove responded that the development to the south is part of the Coastal Woods PUD and originally had approval for approximately 271 multifamily units in a three-story building. However, the project underwent a significant reduction in density and now includes 188 units. He explained that the property's Activity Center future land use designation allowed for a higher density of 18 units per acre, which is more intense than surrounding areas.

Stephanie Doster, Planning Manager, asked Mr. Gove to clarify what a PUD (Planned Unit Development) is, noting that surrounding properties are zoned as a PUD. Mr. Gove explained that most of the land west of Sugar Mill Drive is part of the Coastal Woods PUD, while some parcels on the west side, such as The Landings, are not. Doster added that across the street there are two agricultural parcels, including a private residence and a cemetery, as well as a residential area on Sarah and Nicole Drive that is also part of a PUD. Mr. Gove further noted that Serena Lakes PUD, located just south of the proposed site on the east side of Sugar Mill, was approved at a density of 12 units per acre.

Vice-Chair Yates asked whether the recommendation for the proposed development was based on reducing traffic and density. Mr. Gove responded that the city has received frequent inquiries for RV and boat storage, to the point where the former planning director referred to it as "storage fatigue"

due to the lack of suitable locations. He noted that while many residents don't want such facilities nearby, RV and boat storage is generally a benign use with minimal impact. Mr. Gove shared an example of a previously approved RV storage site on US 1 that proved infeasible due to high costs and infrastructure challenges, leading the applicant to consider converting it to mini-warehouse storage. He emphasized that legal and illegal storage sites have been cropping up in infill areas, and the city still lacks adequate RV and boat storage options.

Member Hall asked about the projected percentage of boat rentals at the proposed storage facility. Mr. Gove explained that the plan includes a maximum of 147 storage spaces, with varying dimensions suitable for either boats or RVs, but no specific breakdown between the two. Member Hall expressed concern that if a large portion of the spaces were used for boats, especially 16 to 30-foot river-type boats, it could lead to significant weekend traffic, unlike RVs which are used less frequently. Mr. Gove acknowledged that such traffic is possible but noted that not all boat owners use their boats every weekend. He referenced a similar enclosed boat storage facility on West Canal with around 80 spaces, where he rarely observed boat activity, though he admitted he doesn't frequent the area regularly.

Joey Posey addressed several concerns about the proposed development, clarifying that the distance from the back of the lot to the nearest property line is approximately 160 feet, not including additional buffer zones and the rear-facing building, which he believes provides substantial separation from nearby homes in Coastal Woods. He noted that commercial future land use is already present on three of the four corners at the intersection of Pioneer Trail and Sugar Mill, making the proposed use consistent with the area. Mr. Posey explained that urban medium intensity land use in the county allows for neighborhood commercial shopping centers, and the project's floor area ratio (FAR) is capped at 0.5, matching county standards. He also clarified that the previously mentioned 45-foot building height was from an old PUD and is not part of the current proposal. Regarding a rumored cemetery lease, Mr. Posey stated with certainty that the 30-year agreement does not include the subject property, as he personally drafted the documents. He emphasized that RV and boat storage is a low-impact use, with minimal traffic, typically serving local residents whose HOAs restrict on-site storage. Mr. Posey concluded that the facility would not attract out-of-town users and would primarily serve the surrounding community.

Vice-Chair Yates requested clarification on stormwater responsibilities for the proposed development. Mr. Posey noted that approximately three-quarters of the storage spaces are expected to be used for RVs. Harry Newkirk, of Newkirk Engineering, explained that stormwater management for the site will be subject to oversight by three entities: the State of Florida, Volusia County, and the City of New Smyrna Beach, due to the county right-of-way. He emphasized that under Florida Statutes, the site must be designed so that it does not cause flooding or adverse water impacts to surrounding properties. The engineering process will calculate water volume and flow direction, and the final design must ensure no increase in runoff in any direction. All stormwater discharge will be carefully managed to comply with regulations and protect neighboring areas.

Joey Posey, attorney for the applicant, responded to Member Bien's question about why the development wasn't pursued under existing county regulations. He explained that the decision to approach New Smyrna Beach was largely due to the developer's familiarity with the area, having previously worked on projects like The Isles. Mr. Posey acknowledged that while the property could potentially be developed under county regulations, the original RPUD approval for 94 townhomes had expired, meaning a full rezoning process—including public hearings—would still be required, regardless of jurisdiction. He emphasized that the proposed RV and boat storage facility is a low-impact use with minimal traffic and utility demands, and that the developer is committed to creating a project that complements the area. Mr. Posey expressed concern that the process might simply result in rejection without consideration of the benefits, and reiterated that the facility would serve local residents and be a quiet, unobtrusive neighbor.

Member Hall raised concerns about how the proposed development would manage stormwater during heavy, multi-day rain events, especially given the flat terrain and lack of natural drainage features like lakes or rivers. He questioned how engineers could assure nearby residents that water from the site wouldn't end up flooding their neighborhoods. In response, Harry Newkirk explained that the site will be designed to discharge less water than it currently does in its undeveloped state. Using updated stormwater regulations, the system will include on-site percolation and pretreatment, meaning water will be filtered and absorbed on the property before any discharge occurs. The system is engineered to handle up to a 100-year storm event, and only during extreme conditions—such as hurricanes—would water

overflow into surrounding ditches. Even then, the discharge rate and volume will be lower than existing conditions, which Mr. Newkirk believes will improve the surrounding ditch systems and reduce downstream flooding impacts.

Vice-Chair Yates asked the Board if they had any additional questions or comments.

Motion:
Member Bien moved to recommend approval for PUD-06-25: Sugar Mill Boat and RV Storage, as submitted. Member Causey seconded the motion, and the motion failed with members Hall, Bien, Hodges and Hulvershorn voting no.

RESULT:	**DENIED [2-4 VOTES]**
MOVER:	Causey
SECONDER:	Bien
AYES:	Causey, Yates,
NAYES:	Hall, Bien, Hodges, Hulvershorn

6. COMMENTS OR STATEMENTS BY MEMBERS OF THE BOARD

7. REPORTS AND COMMUNICATIONS BY THE STAFF

7.A Development Activity Report – Listed on the City's Website

Stephanie Doster, Planning Manager, reminded attendees about the upcoming special election on November 4th, encouraging everyone to educate themselves on the proposed charter amendments. Informational flyers were distributed and are also available in the lobby. She also thanked those who participated in the APA conference board member training, expressing appreciation for their attendance and engagement.

8. ADJOURNMENT

As there was no other business to discuss, Chair Wheatcraft declared the meeting adjourned at 8:46 P.M.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 82-25 Rezoning 390 Sugar Mill Dr. PUD MDA

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 82-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 7.6± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF SUGAR MILL DRIVE, NORTH OF STATE ROAD 44, ADDRESSED AS 390 SUGAR MILL DRIVE, FROM VOLUSIA COUNTY *PLANNED UNIT DEVELOPMENT (PUD) AIRPORT OVERLAY* TO CITY *PLANNED UNIT DEVELOPMENT (PUD) AIRPORT OVERLAY* ZONING DISTRICT; APPROVING THE SUGAR MILL BOAT & RV PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE SUGAR MILL BOAT & RV PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114, applicant on behalf of AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, FL 32128, property owner, has initiated a request for the rezoning of approximately 7.6± acres of property currently zoned PUD for the approval of the Master Development Agreement Sugar Mill Boat & RV Planned Unit Development (MDA); and

WHEREAS, New Smyrna Beach Ordinance 1-91, New Smyrna Beach Land Development Regulations, Article V, Zoning Districts, §504.02, Specific Regulations By District, PUD, Planned Unit Development, Procedure for Rezoning to PUD, (4), Review Procedure, (c), City Commission Review, requires that all planned unit developments shall be approved by ordinance in the same manner as required for a rezoning; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on October 6, 2025, by a vote of 2-4, recommended denial of the application to the City Commission; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to approve the rezoning and the Sugar Mill Boat & RV Planned Unit Development Master Development Agreement, as more particularly described hereinafter.

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

SECTION 1: ***Rezoning.*** That the land located in the City of New Smyrna Beach, Volusia County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND INCOROPRATED HEREIN;

shall be and the same is hereby rezoned to *Planned Unit Development* zoning district.

SECTION 2: ***Approval of Master Development Plan.*** That the Sugar Mill Boat & RV Planned Unit Development Master Development Agreement more particularly described as:

SEE EXHIBIT "B" ATTACHED HERETO AND INCOROPRATED HEREIN;

is hereby approved.

SECTION 3: ***Authorization.*** That the Mayor is hereby authorized to execute, on behalf of the City of New Smyrna Beach, the Sugar Mill Boat & RV Planned Unit Development Master Development Agreement.

SECTION 4: ***Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on December 9, 2025, at 6:30 p.m., continued to January 13, 2026, at 5:30 p.m., in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, FL, to consider the application in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), F.S.

SECTION 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 6: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 7: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 8: ***Effective Date***. That this ordinance shall become effective upon final adoption.

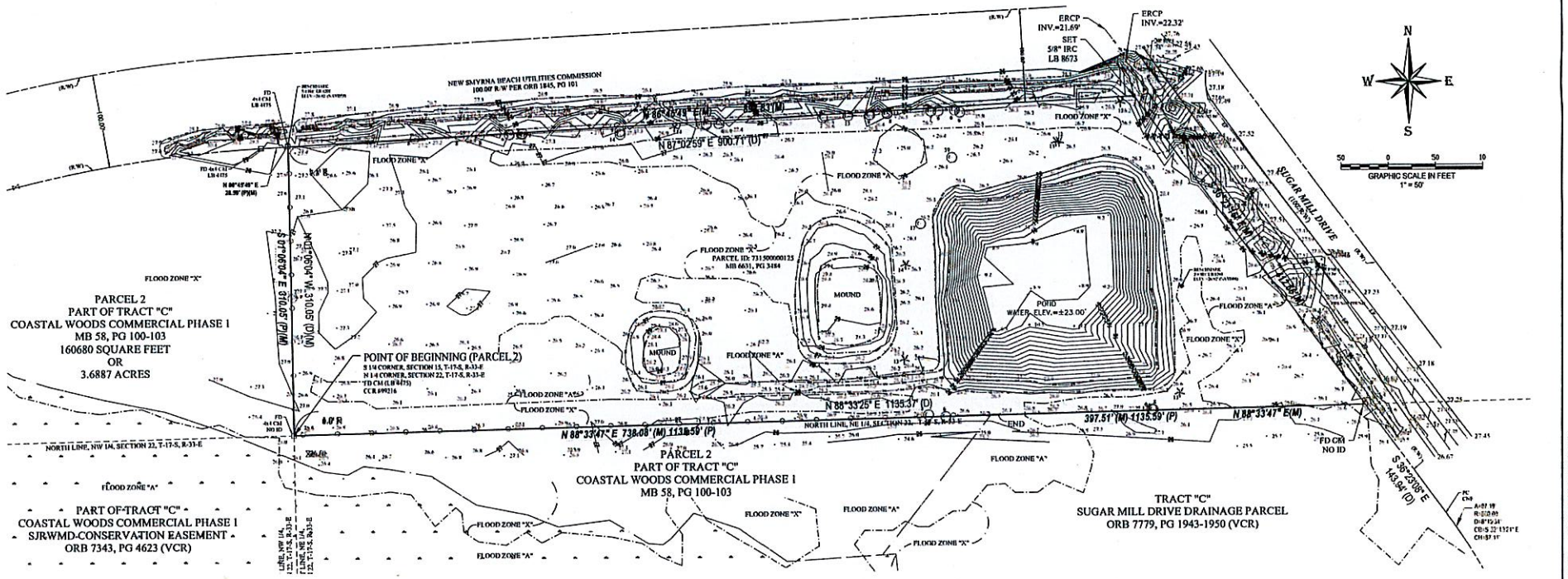
APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 1/6/2026

EXHIBIT "A"



LEGAL DESCRIPTION: (ORB 6631, PAGE 3485 VCR)

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH 1/4 CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 900.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°27'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF AFORESAID SECTION 15, THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.600 ACRES MORE OR LESS.

ABBREVIATIONS

A	ARC LENGTH
(C)	CALCULATED
CM	CONCRETE MONUMENT
CNF	CORNER NOT FOUND
D	DELTA
(D)	DESCRIPTION OR DEED
DH(E)	DRIVEWAY
EP	EDGE OF PAVEMENT
FD	FOUND
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M	FLOOD INSURANCE RATE MAP
FL	FLORIDA
ID	IDENTIFICATION
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
(M)	MEASURED
MB	MAP BOOK
NAVD	NORTH AMERICAN VERTICAL DATUM
ORB	OFFICIAL RECORD BOOK
(P)	PLAT
PG	PAGE
R	RADIUS
R/W	RIGHT-OF-WAY
(VCR)	VOLUSIA COUNTY RECORDS

LEGEND

- BENCHMARK
- CENTER LINE
- CONCRETE MONUMENT
- +0.00 EXISTING ELEVATION
- GUY ANCHOR
- IRON PIPE AND CAP (AS NOTED)
- IRON ROD AND CAP (AS NOTED)
- SIGN (UNLESS NOTED)
- WATER METER
- WATER VALVE
- WOOD UTILITY POLE

LINE TYPE LEGEND

- HOG WIRE FENCE
- OVERHEAD ELECTRIC
- TOP OF BANK
- TOE OF SLOPE
- POND WATER LINE

TREE LEGEND

TREE NAME	SYMBOL	COUNT
BAY		06
OAK		23
PALM		07
12" DENOTES 12" DIAMETER TRUNK (TYPICAL)		TOTAL COUNT 36

GENERAL NOTES:

1. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE NORTH LINE OF TRACT "C", COASTAL WOODS COMMERCIAL PHASE I, BEING N 84°56'49" E. (FOR ANGLE MEASUREMENT ONLY).
2. LEGAL DESCRIPTION HEM PER A1A SURVEYING, INC., NO TITLE WORK PROVIDED TO THIS SURVEYOR.
3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 50' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.
4. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.
5. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF NEW SMYRNA BEACH, FLORIDA. NUMBER 1201/12, PANEL NUMBER 12127 C 0588 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY APPEARS TO BE IN FLOOD ZONE "X" AND FLOOD ZONE "A" AS SHOWN.
6. DATA SOURCES:

   ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE WAS OLD DATUM OF 1988. BENCHMARK IS A NATIONAL GEODETIC SURVEY DESIGNATION: S212, ELEVATION = 27.43 FEET.
7. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.

   A.) OFFICIAL RECORDS BOOK 6631, PAGE 3484, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   B.) OFFICIAL RECORDS BOOK 7102, PAGE 4625, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   C.) OFFICIAL RECORDS BOOK 7795, PAGE 1948, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   D.) OFFICIAL RECORDS BOOK 7795, PAGE 1943, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   E.) OFFICIAL RECORDS BOOK 7828, PAGE 3653, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   F.) COASTAL WOODS MULTI-FAMILY, AS RECORDED IN MAP BOOK 61B, PAGE 548-143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   G.) COASTAL WOODS COMMERCIAL PHASE I, AS RECORDED IN MAP BOOK 58, PAGE 100-103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
8. THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS, SEE LIMITATIONS.
9. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.
10. LIMITATIONS:

    A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(b)(10) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAYS, & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THE SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAYS AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT, THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

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

GENERAL NOTES:

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(b)(4)

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

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TOPOGRAPHIC SURVEY:
1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
2.) OFF-SITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENTS AGENT, BEING AN ARCHITECT OR ENGINEER.

11. PIPE SIZE, MATERIAL AND INVERTS OF SEWER AND DRAINAGE STRUCTURES WERE OBTAINED WHERE ACCESSIBLE. DUE TO THE NATURE OF OBTAINING THE DATA WHERE THE STRUCTURES ARE IN USE AND THE ACTUAL INVERTS ARE OBSCURED, THE INFORMATION OBTAINED MAY BE THE BEST APPROXIMATION OF THE TRUE MEASUREMENTS. IT IS THE RESPONSIBILITY OF THE END USER TO VERIFY THE DIAMETER AND MATERIAL UTILIZING AS-BUILD DRAWINGS OR OTHER RESOURCES PRIOR TO CONSTRUCTION.
12. IN INSTANCES WHERE THE STRUCTURES ARE FULL OF WATER OR EFFLUENT AND THE INVERTS WERE OBSCURED, THE BOTTOM OF THE STRUCTURE WAS OBTAINED.
13. UNITS OF MEASUREMENT ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. WELL IDENTIFIED FEATURES IN THIS SURVEY WERE FIELD MEASURED TO A HORIZONTAL POSITIONAL ACCURACY OF ± 0.07, THE ELEVATIONS ON IMPERVIOUS SURFACES WERE FIELD MEASURED TO ± 0.07 AND ON GROUND SURFACES TO ± 0.1'.

REVISIONS:

SITE ADDRESS:	390 Sugar Mill Drive New Smyrna Beach, Florida
TYPE OF SURVEY:	Boundary, Tree & Topographic
PROJECT NUMBER:	25-78
Field Work by: RR	Date: 07/11/25
Field Book: 45	Page: 16
Office Work by: RR	Date: 07-16-25
Scale: 1" = 50'	

A1A SURVEYING
RESIDENTIAL COMMERCIAL CONSTRUCTION
904-314-5788
721 Pinelund Trail, Ormond Beach, Florida LB 8673

THE FOREGOING BOUNDARY, TOPOGRAPHIC AND TREE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 5J-17, SECTION 051, FLORIDA ADMINISTRATIVE CODE.

07/16/2025
PSM #6378
David McMillen
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LS 6378
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

EXHIBIT "B"

Document prepared by:
A. Joseph Posey, Jr.
Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

Return recorded document to:
City of New Smyrna Beach Records Clerk
210 Sams Avenue
New Smyrna Beach, FL 32168

SUGAR MILL BOAT & RV PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and AJ Two, LLC, a Florida limited liability company, the record title property owner ("Owner" or "Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 7.602 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of Owner.

2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description and survey.

Exhibit B: Conceptual Development Plan, rev. date July 2025, prepared by Newkirk Engineering, Inc.

Exhibit C: Architectural Elevations, rev. date July 28, 2025, prepared by Davenport Consulting Group.

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "**Sugar Mill Boat & RV**".

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 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: 7 acres

(2) Maximum building height: 25 feet

(3) Minimum building separation: 40 feet

(4) Setbacks: side 20 ft.; front 150 ft.; rear 20 ft.

(5) Maximum FAR: 0.50

(6) Maximum density: n/a

(7) Maximum building/canopy coverage: 35%

(8) Maximum open canopy covered parking coverage: 20%

(9) Minimum open space: 35%

Common open space: n/a

(10) Maximum impervious surface area; 65%

(11) Landscape buffers: side 20 ft.; front 25 ft.; rear 20 ft.

4. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDRs, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

5. PERMITTED USES.

The following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs for such uses, except to the extent specifically provided otherwise herein:

Storage for boats and RVs inside the two buildings as shown on the CDP, and also within the paved parking areas shown, which may or may not include overhead canopies

6. INFRASTRUCTURE.

A. Stormwater retention and drainage facilities. An on-site stormwater retention facility will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District. 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 New Smyrna Beach Utilities Rules, Design, and Construction Specifications (latest edition).

C. Access easements and right-of-way. Access easements and right-of-way will be as depicted on the Conceptual Development Plan.

7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

There will be no common areas in the development.

8. ARCHITECTURAL AND DESIGN STANDARDS.

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDRs relating to architectural standards where they do not conflict with the provisions of this section.

B. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of

quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) All buildings and accessory structures shall generally be consistent with the Exhibit C (Architectural Elevations).

(6) Through the LDR site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(7) Except as otherwise provided for in this Agreement, no outside display or storage shall be permitted.

(8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(9) The physical appearance of all parking lot lighting fixtures shall be consistent. However, lighting poles shall be no greater than 20 feet in height.

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.

If burning is used to clear land, an air curtain incinerator shall be required to minimize smoke.

10. SIGNAGE.

The PUD shall have a uniform sign program, as follows: one (1) monument sign up to a height of 10-feet, a maximum 3-foot base and a maximum 49-square foot copy area; wall signage shall be permitted as outlined in Section 604.12 of the City LDR.

11. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the

course of its actions as zoning authority.

B. Application shall be submitted for initial construction permits for the development within 24 months of the approval of this Agreement by the City Commission. The filing of an appeal of the land development order by any person shall toll the time for permitting until final resolution of the appeal.

C. Construction shall be substantially complete within 5 years of the approval of this Agreement.

D. One 12-month extension 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.

12. MINOR MODIFICATIONS.

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Unit Development approval process;

(2) Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:

a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;

b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;

d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;

e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;

b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;

c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and

d) Modifications that would unduly impact public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the Agreement.

D. Approved modifications shall be noted on the official plan documents.

13. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

14. VARIANCES.

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to all persons owning property within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

15. 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.

16. 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.

17. VENUE AND SEVERABILITY.

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[Signature pages following]

Signed, sealed and delivered in the presence of:

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

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Fred Cleveland, Mayor

Attest:

_____
Witness 2

By: _____
Sharon Taylor-Harding, City Clerk

_____
Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2022, by Fred Cleveland and Sharon Taylor-Harding, Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

[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 _____, 2025, 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. _____

Approved as to legal form:

By: _____
Carrie Avallone, City Attorney

[Exhibit pages attached:]

EXHIBIT A

Survey and Legal Description of the Property

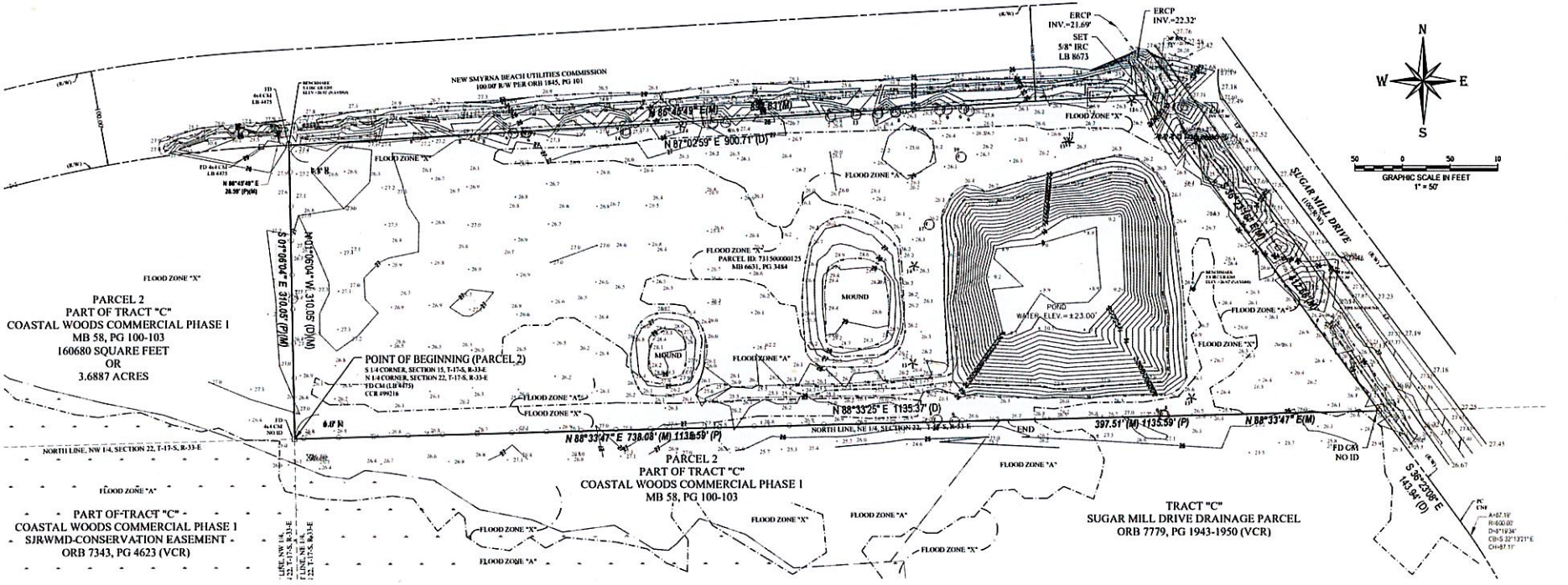
EXHIBIT B

Site Plan

EXHIBIT C

Architectural Elevations

EXHIBIT "A"



LEGAL DESCRIPTION: (ORB 6631, PAGE 3485 VCR)

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH 1/4 CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°08'18"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 900.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF AFORESAID SECTION 15, THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.600 ACRES MORE OR LESS.

ABBREVIATIONS

A	ARC LENGTH
(C)	CALCULATED
CM	CONCRETE MONUMENT
CNF	CORNER NOT FOUND
D	DELTA
(D)	DESCRIPTION OR DEED
DWG	DRAWING
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FD	FOUND
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FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M.	FLOOD INSURANCE RATE MAP
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LEGEND

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℄	CENTER LINE
■	CONCRETE MONUMENT
• 0.00	EXISTING ELEVATION
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○	IRON PIPE AND CAP (AS NOTED)
●	IRON ROD AND CAP (AS NOTED)
⊣	SIGN (USE AS NOTED)
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LINE TYPE LEGEND

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TREE LEGEND

TREE NAME	SYMBOL	COUNT
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OAK	◯	23
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(17") DENOTES 12" DIAMETER TRUNK (TYPICAL)		TOTAL COUNT 34

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1. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE NORTH LINE OF TRACT "C", COASTAL WOODS COMMERCIAL PHASE 1, BEING N 64°02'49" E. (FOR ANGLE MEASUREMENT ONLY).
2. LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC. NO TITLE WORK PROVIDED TO THIS SURVEYOR.
3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 50' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.
4. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.
5. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF NEW SMYRNA BEACH, FLORIDA NUMBER 125132, PANEL NUMBER 12127 C 0540 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY APPEARS TO BE IN FLOOD ZONE "X" AND FLOOD ZONE "A" AS SHOWN.
6. DATA SOURCES:

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7. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.

   A.) OFFICIAL RECORDS BOOK 6631, PAGE 3484, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   B.) OFFICIAL RECORDS BOOK 7142, PAGE 4625, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   C.) OFFICIAL RECORDS BOOK 7799, PAGE 1948, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   D.) OFFICIAL RECORDS BOOK 7799, PAGE 1943, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   E.) OFFICIAL RECORDS BOOK 7839, PAGE 3632, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   F.) COASTAL WOODS MULTI-FAMILY, AS RECORDED IN MAP BOOK 61B, PAGE 140-142, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   G.) COASTAL WOODS COMMERCIAL PHASE I, AS RECORDED IN MAP BOOK 58, PAGE 100-103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
8. THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS; DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.
9. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.
10. LIMITATIONS:

    A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)
    (b)4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAYS(S) & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD, REFLECTING EASEMENTS, RIGHT-OF-WAY(S) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

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

GENERAL NOTES:

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.05 (1)(b)(4)

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

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TOPOGRAPHIC SURVEY:
1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
2.) OFF-SITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENTS AGENT, BEING AN ARCHITECT OR ENGINEER.

11. PIPE SIZE, MATERIAL AND INVERTS OF SEWER AND DRAINAGE STRUCTURES WERE OBTAINED WHERE ACCESSIBLE. DUE TO THE NATURE OF OBTAINING THE DATA WHERE THE STRUCTURES ARE IN USE AND THE ACTUAL INVERTS ARE OBSCURED, THE INFORMATION OBTAINED MAY BE THE BEST APPROXIMATION OF THE TRUE MEASUREMENTS. IT IS THE RESPONSIBILITY OF THE END USER TO VERIFY THE DIAMETER AND MATERIAL UTILIZING AS-BUILD DRAWINGS OR OTHER RESOURCES PRIOR TO CONSTRUCTION.
12. IN INSTANCES WHERE THE STRUCTURES ARE FULL OF WATER OR EFFLUENT AND THE INVERTS WERE OBSCURED, THE BOTTOM OF THE STRUCTURE WAS OBTAINED.
13. UNITS OF MEASUREMENT ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. WELL IDENTIFIED FEATURES IN THIS SURVEY WERE FIELD MEASURED TO A HORIZONTAL POSITIONAL ACCURACY OF 0.05'. THE ELEVATIONS ON IMPERVIOUS SURFACES WERE FIELD MEASURED TO 0.07 AND ON GROUND SURFACES TO 0.1'.

REVISIONS:

SITE ADDRESS:	390 Sugar Mill Drive New Smyrna Beach, Florida
TYPE OF SURVEY:	Boundary, Tree & Topographic
PROJECT NUMBER:	25-78
Field Work by: RS Date: 07/15/25	
Field Book: 45 Page: 14	
Office Work by: BR Date: 07/16/25	
Scale: 1" = 50'	

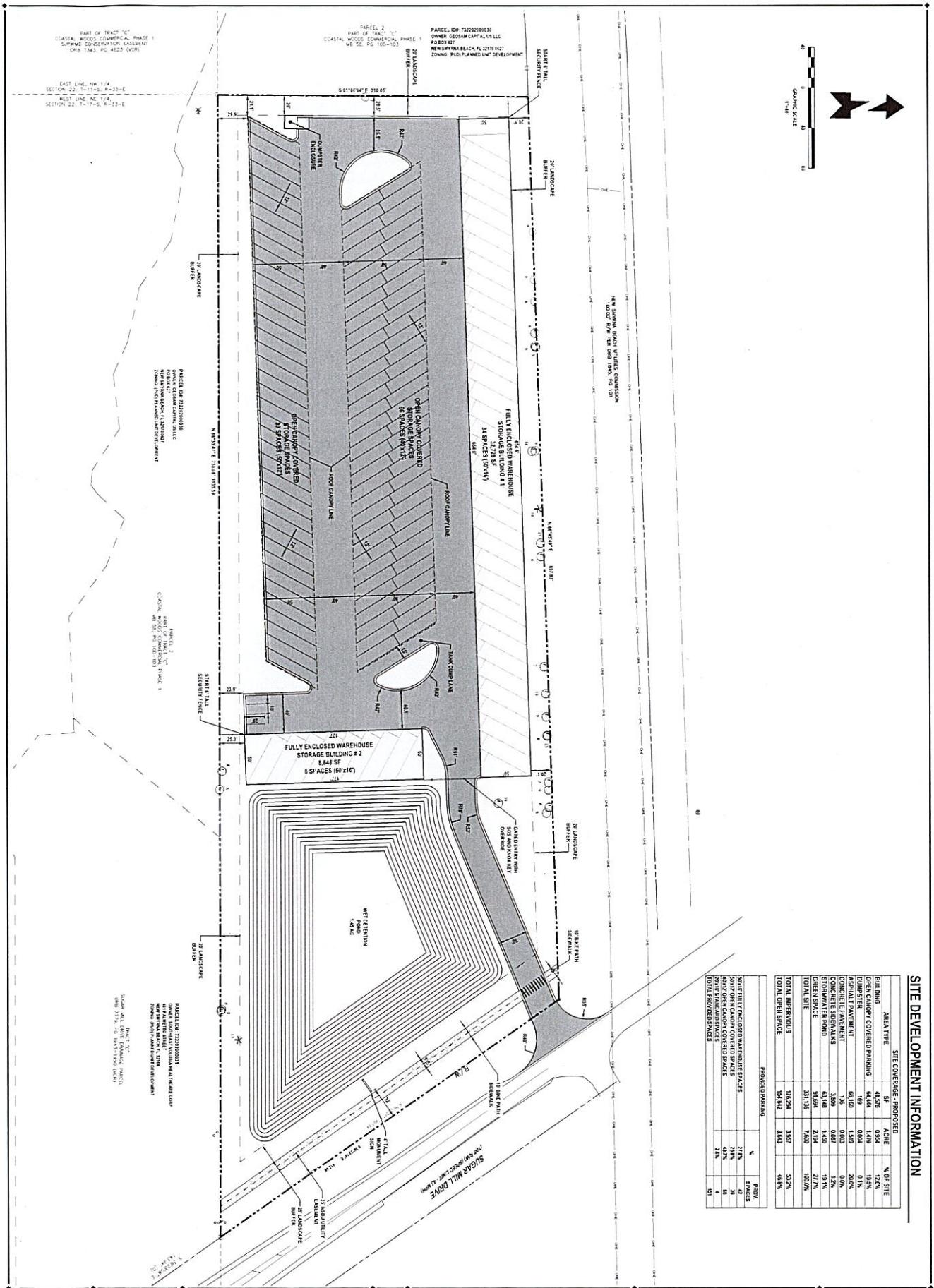
A1A SURVEYING
RESIDENTIAL · COMMERCIAL · CONSTRUCTION
386.216.5750
711 Pinehurst Trail, Ormond Beach, Florida LB 8673

THE FOREGOING BOUNDARY, TOPOGRAPHIC AND TREE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 5J-17, SECTION 5J-17.051, FLORIDA ADMINISTRATIVE CODE.

07/16/2025
PSM #6378
David McMillen
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

STATE OF FLORIDA
REGISTERED LAND SURVEYOR
LS 6378

EXHIBIT "B"


SITE DEVELOPMENT INFORMATION
SITE COVERAGE - PROPOSED
AREA TYPE | SF | ACRE | % OF SITE
BUILDING | 41,576 | 0.954 | 12.5%
OPEN CANOPY COVERED PARKING | 64,444 | 1.479 | 19.4%
DUMPSTER ENCLOSURE | 1,469 | 0.034 | 0.4%
ASPHALT PAVEMENT | 66,160 | 1.519 | 20.0%
CONCRETE PAVEMENT | 136 | 0.003 | 0.0%
CONCRETE SIDEWALKS | 3,809 | 0.087 | 1.2%
STORMWATER POND | 63,148 | 1.450 | 19.1%
GREEN SPACE | 91,694 | 2.104 | 27.7%
TOTAL SITE | 331,135 | 7.600 | 100.0%
TOTAL IMPERVIOUS | 176,294 | 3.957 | 53.2%
TOTAL OPEN SPACE | 154,842 | 3.643 | 46.8%
PROVIDED PARKING
 | % | PROV. SPACES
36'x16' ENCLOSED WAREHOUSE SPACES | 7.1% | 10
18'x10' OPEN CANOPY COVERED SPACES | 21.8% | 30
40'x10' OPEN CANOPY COVERED SPACES | 43.2% | 59
DRIVE STANDARD SPACES | 24% | 4
TOTAL PROVIDED SPACES | | 101
PART OF TRACT "C" COASTAL WOODS COMMERCIAL PHASE 1 SJRWMD CONSERVATION EASEMENT ORB 7343, PG 4623 (VCR)
PARCEL 2 PART OF TRACT "C" COASTAL WOODS COMMERCIAL PHASE 1 MB 58, PG 100-103
PARCEL ID#: 7322020000030 OWNER: GLOSAM CAPITAL US LLC PO BOX 627 NEW SMYRNA BEACH, FL 32170-0627 ZONING: (PUD) PLANNED UNIT DEVELOPMENT
EAST LINE, NW 1/4, SECTION 22, T-17-S, R-33-E
WEST LINE, NE 1/4, SECTION 22, T-17-S, R-33-E
S 01°06'04" E 310.05'
START 6' TALL SECURITY FENCE
25' LANDSCAPE BUFFER
DUMPSTER ENCLOSURE
R42'
NEW SMYRNA BEACH UTILITIES COMMISSION 100.00' R/W PER ORB 1855, PG 101
OPEN CANOPY COVERED STORAGE SPACES 64 SPACES (10'x12')
OPEN CANOPY COVERED STORAGE SPACES 33 SPACES (10'x12')
ROOF CANOPY LINE
6,648 SF FULLY ENCLOSED WAREHOUSE STORAGE BUILDING # 1 37 SPACES (50'x16')
N 89°53'49" E 1164.15'
TANK DUMP LANE
FULLY ENCLOSED WAREHOUSE STORAGE BUILDING # 2 8,848 SF 8 SPACES (50'x16')
R11'
R17'
R52'
GATED ENTRY WITH SOS AND KNOX KEY OVERRIDE
10' BIKE PATH SIDEWALK
R15'
R47'
DETENTION POND 1.43 AC.
N 77°E
6' TALL MONUMENT SIGN
SUGAR MILL DRIVE (70' R/W) (SOUTH LIMIT - 42' from)
25' SJRWMD EASEMENT
PARCEL ID#: 7322020031 OWNER: SOUTHEAST VOLUSIA HEALTHCARE CORP 401 PALMETTO STREET NEW SMYRNA BEACH, FL 32168 ZONING: (PUD) PLANNED UNIT DEVELOPMENT
SUGAR MILL DRIVE PARKING PARCEL ORB 7774, PG 1943-1950 (VCR)
TRACT "C" COASTAL WOODS COMMERCIAL PHASE 1 MB 58, PG 100-103
GRAPHIC SCALE 1"=40'
SITE LAYOUT PLAN
SUGAR MILL BOAT & RV
390 SUGAR MILL DRIVE
NEW SMYRNA BEACH, FL 32168
NEWKIRK ENGINEERING INC.
1234 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7794
www.Newkirk-Engineering.com
C.A. # 30299
L.C. # 26000584
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Civil Engineering, Transportation, GIS & Landscape Architecture
HARRY NEWKIRK, P.E. NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES
PROJECT No: 2025-XX
DATE: JULY 2025
DESIGN BY: HHN
DRAWN BY: RMS
CHECKED BY: HHN
SCALE: 1" = 40'
DRAWING NUMBER: 1
REVISIONS
DATE | DESCRIPTION

LEGEND

TREE REMOVAL

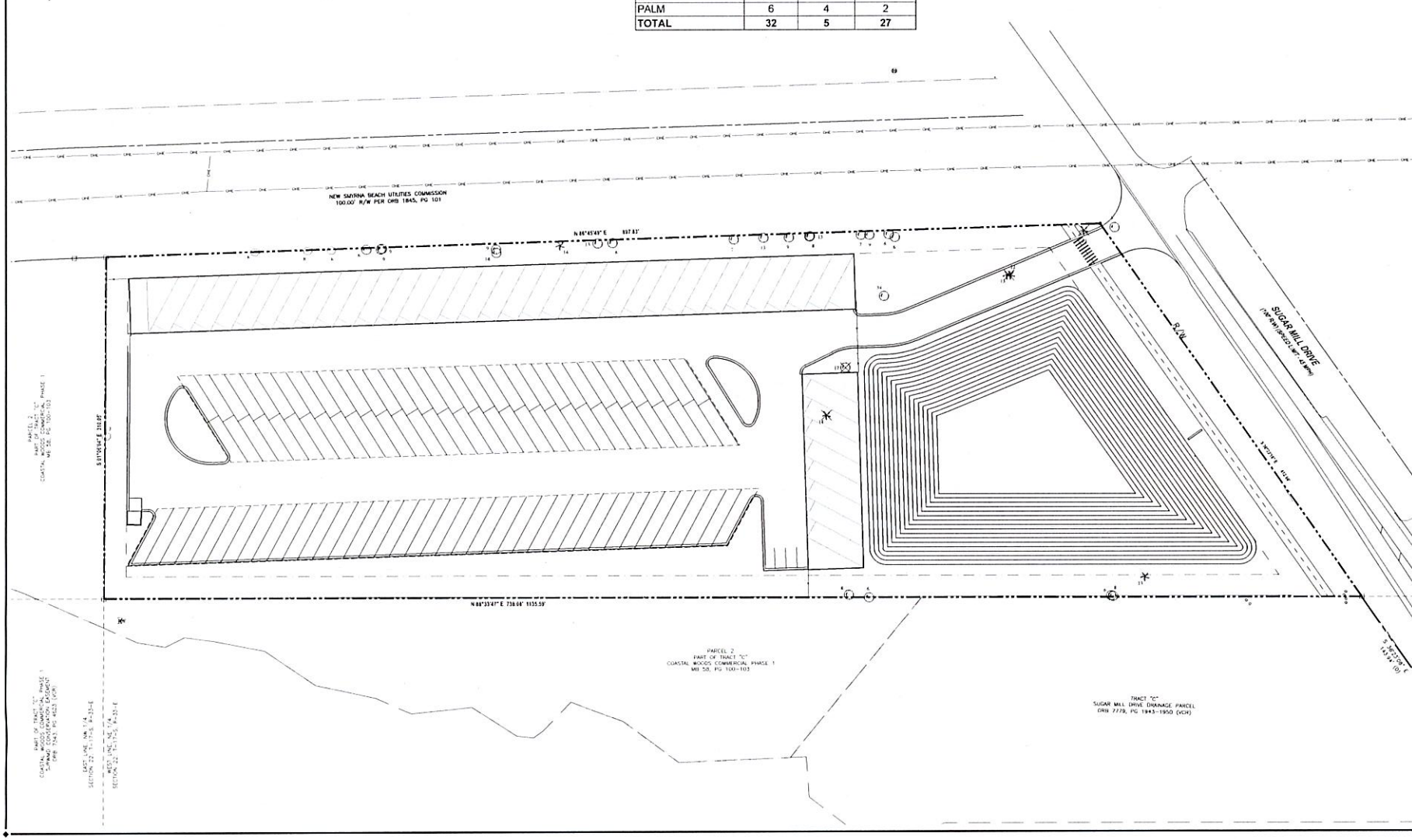
NOTE:

COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL DEVELOPMENT PLAN.

TOTAL SITE	7.602	ACRES
TOTAL SPECIMEN TREES	1	TOTAL
SPECIMEN TREES REMOVED	0	TOTAL
SPECIMEN / ACRE	0.1	
REQUIRED PRESERVATION (80%)	1	TREES
TOTAL HISTORIC TREES	1	TREE
HISTORIC TREES REMOVED	0	TREES

TREE SCHEDULE

	EXISTING	REMOVED	REMAINING
BAY	4	0	4
OAK	22	1	21
PALM	6	4	2
TOTAL	**32**	**5**	**27**



REVISIONS

DATE	DESCRIPTION

NEWKIRK ENGINEERING INC.
1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A. # 30209
L.C. # 26000584
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Civil Engineering, Transportation, CEI & Landscape Architecture

TREE DATA ANALYSIS PLAN
SUGAR MILL BOAT & RV
390 SUGAR MILL DRIVE
NEW SMYRNA BEACH, FL 32168

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HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

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PROJECT No	2025-XX
DATE	JULY 2025
DESIGN BY	HHN
DRAWN BY	NWS
CHECKED BY	HHN
SCALE	1" = 60'

DRAWING NUMBER

2

EXHIBIT "C"



SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

28 JULY 2025

Davenport Consulting Group
architecture • design • planning

A DAVENPORT CONSULTING GROUP, LLC. - 132 ORANGE AVENUE, SUITE 201, DAYTONA BEACH, FL 32114 - PHONE 386-255-1551 - EMAIL ADMIN@DAVENPORTCONSULTINGGROUP.COM



SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS
28 JULY 2025

Davenport Consulting Group
architecture • design • planning

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SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

28 JULY 2025

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SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS
28 JULY 2025

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10 JULY 2025

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SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

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SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

25 JUNE 2025 | 1/64" = 1'

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THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 84-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD AMEND FUTURE LAND USE DESIGNATION FROM COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL IN THE CITY'S COMPREHENSIVE PLAN FOR APPROXIMATELY 1.01 ACRES LOCATED AT 1300 S. ATLANTIC AVENUE.

January 13, 2026

Background:

Applicant: Michael J. Woods, Esq. Cobb Cole, 231 N. Woodland Boulevard. DeLand, FL. 32720

Owner: NSB Capital Group, LLC., 103 Commerce Street, Lake Mary, FL. 32746

Request: A positive recommendation to the City Commission to change the Future Land Use designation from Commercial to Medium Density Residential on approximately 1.01 acres located at 1300 S. Atlantic Avenue.

Attachments:

Exhibit A: Aerial Map
Exhibit B: Location Map
Exhibit C: Existing Zoning Map
Exhibit D: Existing Future Land Use Map
Exhibit E: Proposed Zoning Map
Exhibit F: Proposed Future Land Use Map
Exhibit G: Conceptual Site Plan
Exhibit H: Elevations
Exhibit I: Rendering
Exhibit J: Legal Description

Findings:

A. The property is located south of 3rd Avenue, west of S. Atlantic Avenue, and north of 4th Avenue. To the west is Walgreens. North of E. 3rd Avenue is a paid parking lot. To the east are two blocks of houses with R-3A zoning, which allows single- and two-family houses, up to 35 feet tall. South of E. 4th Avenue is Boston’s Fish House, La Terraza Mexican Restaurant, and Casey’s NSB Bar.

B. The purpose of the FLUM amendment and companion application for rezoning are to

construct single family detached homes on what is currently commercial property. However, attached multifamily is a permitted use with the existing future land use and zoning.

C. The E. 3rd Avenue beach approach is the busiest beach approach in Volusia County, averaging 356 vehicles daily.

D. The Future Land Use for this parcel is Commercial, which has a F.A.R. of 2.0.

E. The stormwater management proposal for the project has not yet been developed but they will have to meet all current standards.

F. Goal 4 of the City's Comprehensive Plan Future Land Use Element Goal 4 states that "the amount of land already designated for non-residential uses does not decrease."

G. The City Commission has stated it desires to diversify the amount of tax revenue generated from residential land uses to nonresidential uses.

Below are Goals, Objectives and Policies of the City's Comprehensive Plan

Goal 4: Commercial/Industrial Development

Provide for high-quality commercial and industrial development so as to maintain the economic health of the City, and to increase the job opportunities, per capita income and convenience for its residents.

Objective:

1. Maintaining Land for Non-residential Uses: Ensure that the amount of land already designated for non-residential uses does not decrease.

Policies:

a. Retain designated commercial and industrial development areas for their appropriate uses, unless such uses have been planned to be accommodated elsewhere.
b. The City will plan for ways to connect and integrate commercial and industrial development when establishing or expanding nearby residential uses.
c. High intensity development areas will be designated and protected from the encroachment of incompatible low intensity uses.

On November 3, the Planning and Zoning Board recommend denial to the City Commission with a vote of 4 to 2.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

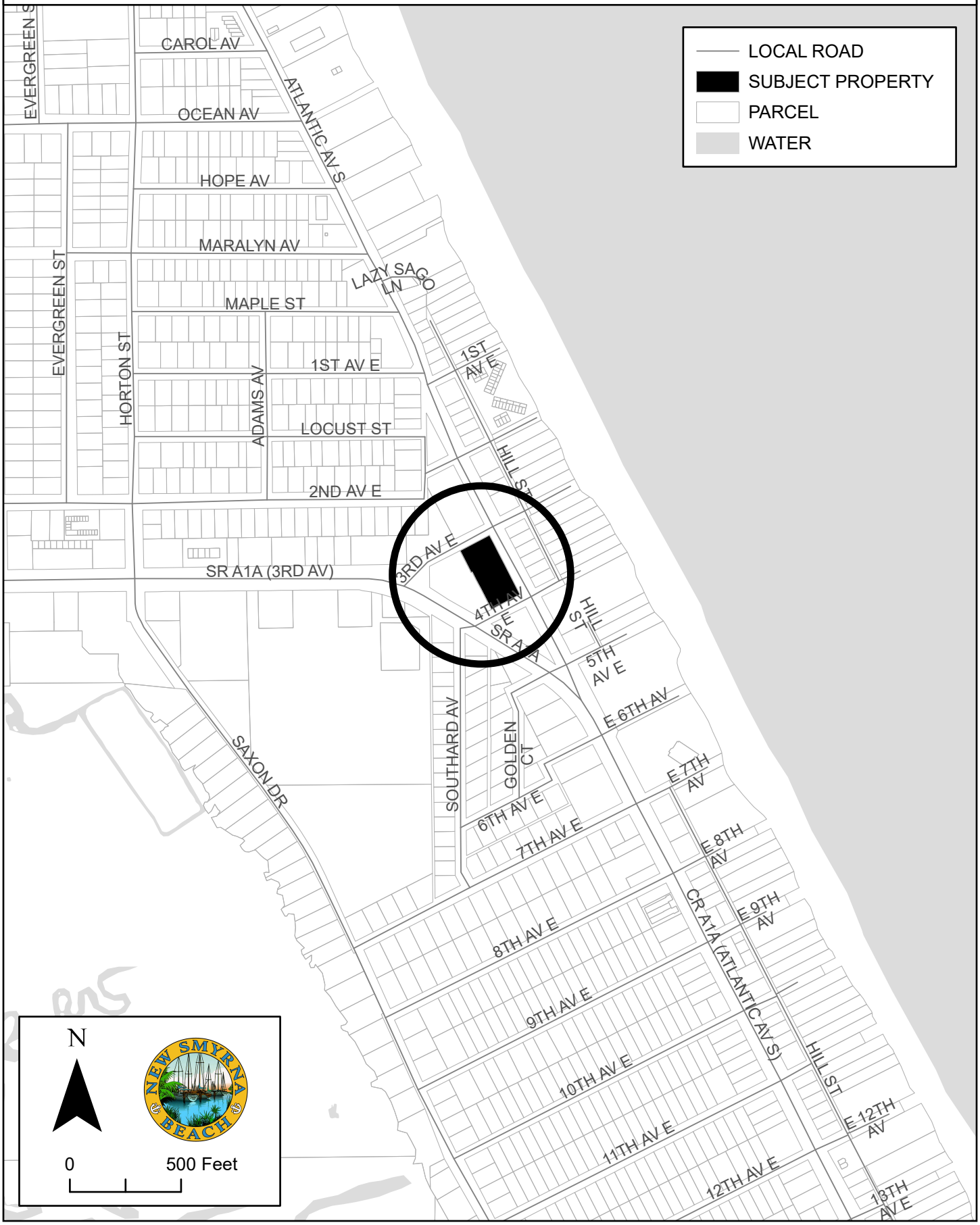
Attachments:

Exhibit A: Aerial Map
Exhibit B: Location Map
Exhibit C: Existing Zoning Map
Exhibit D: Existing FLU Map
Exhibit E: Proposed Zoning Map
Exhibit F: Proposed FLU Map
Exhibit G: Conceptual Site Plan
Exhibit H: ElevationsÂ
Exhibit I: RenderingÂ
Exhibit J: Legal Description
Business Impact Estimate - Ord 84-25 CPA - 1300 S. Atlantic Ave.pdf
Ord 84-25 CPA FLU 1300 S. Atlantic Ave.pdf

CPA-7-25: 1300 S. ATLANTIC AVENUE
PARCEL: 7422-01-35-0010 AERIAL MAP

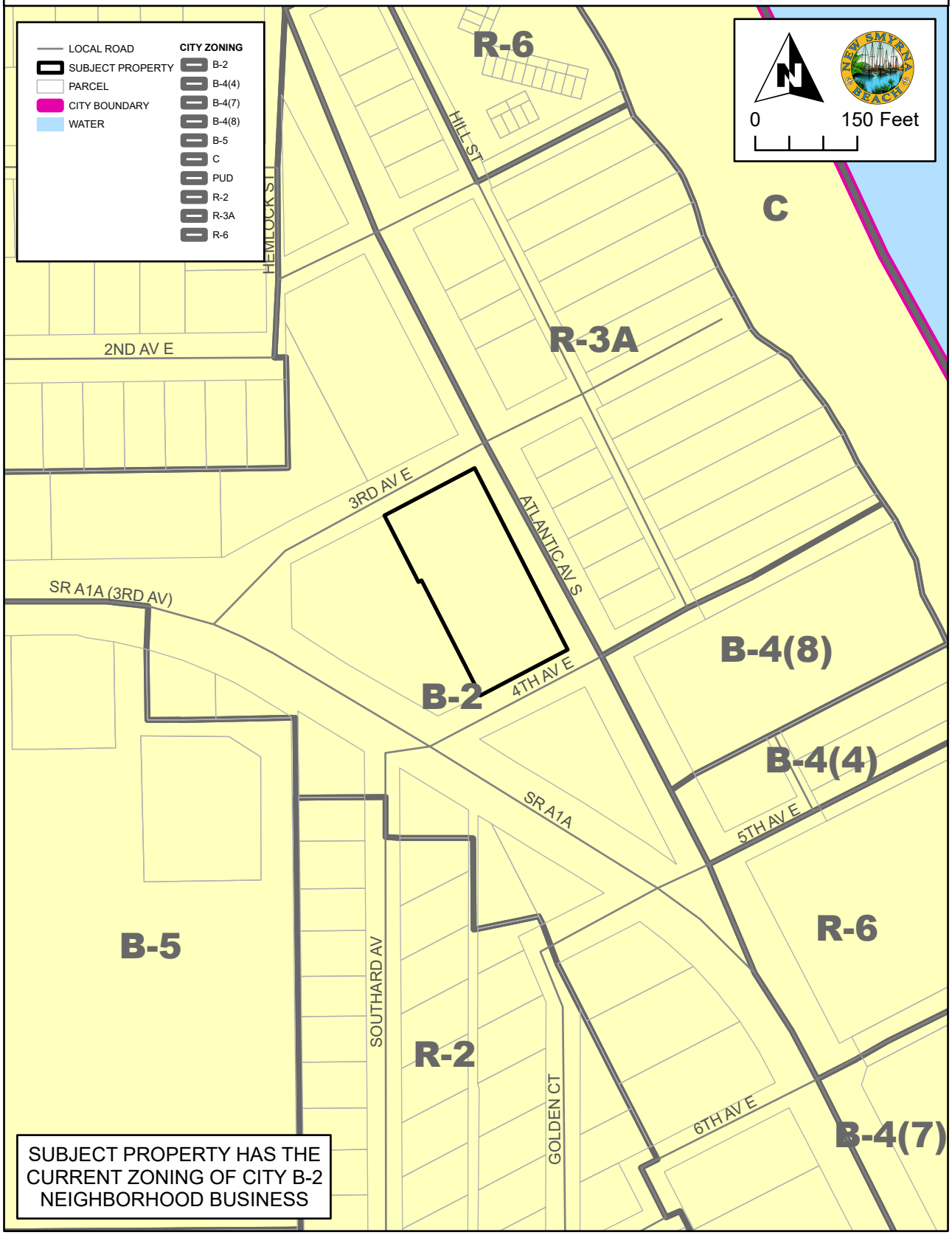


CPA-7-25: 1300 S. ATLANTIC AVENUE
PARCEL: 7422-01-35-0010 LOCATION MAP



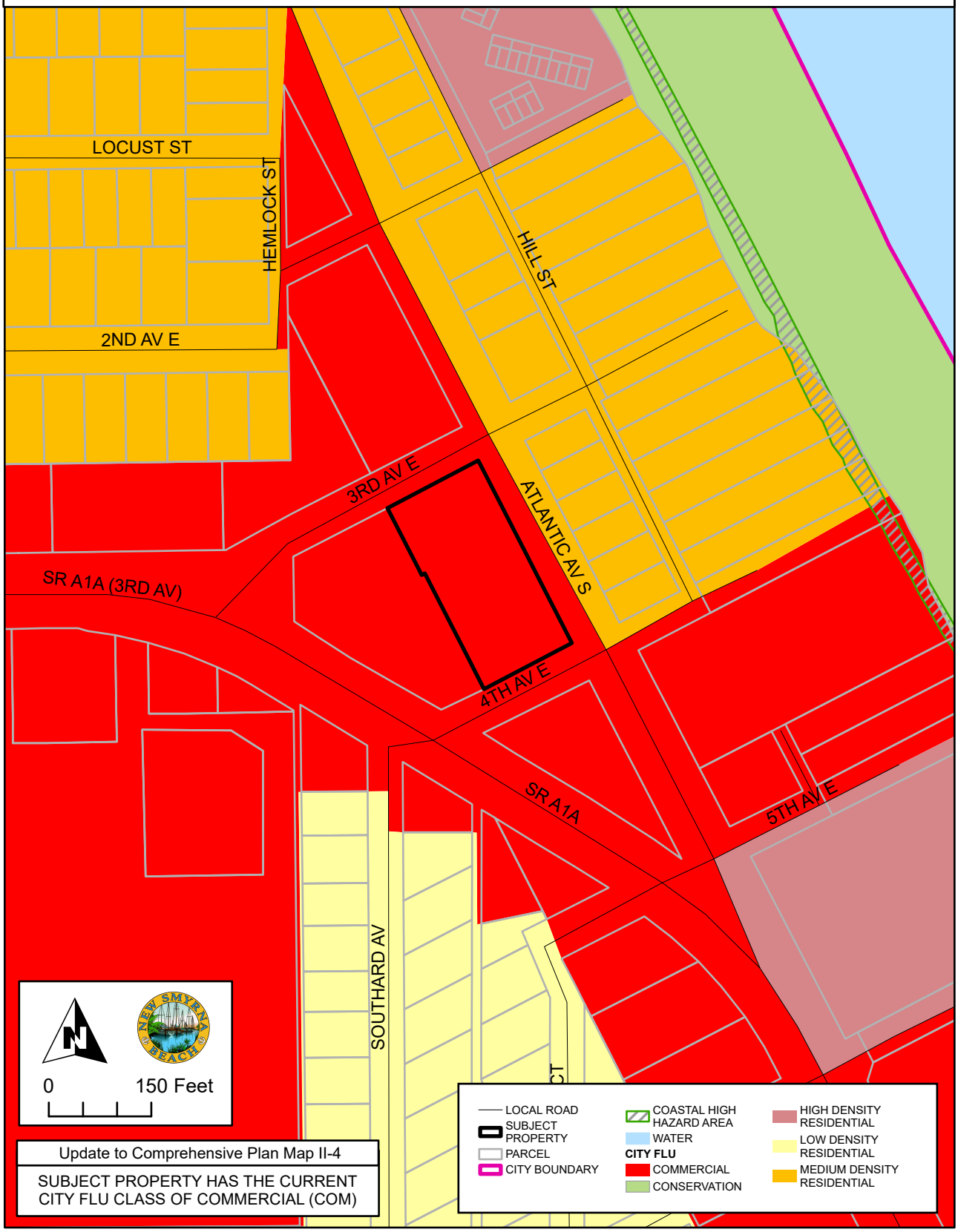
EXISTING ZONING

CPA-7-25



EXISTING FUTURE LAND USE

CPA-7-25

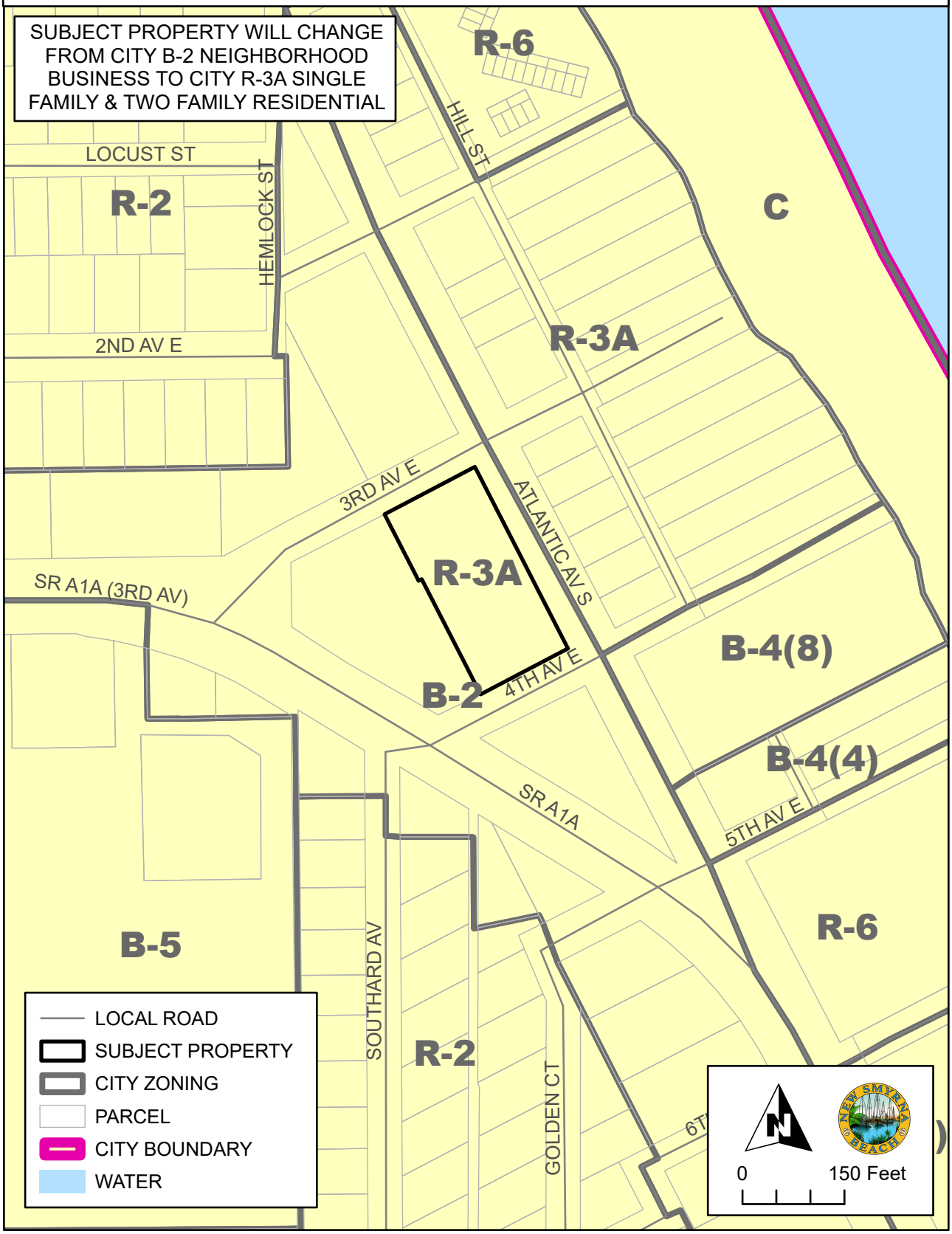


Update to Comprehensive Plan Map II-4

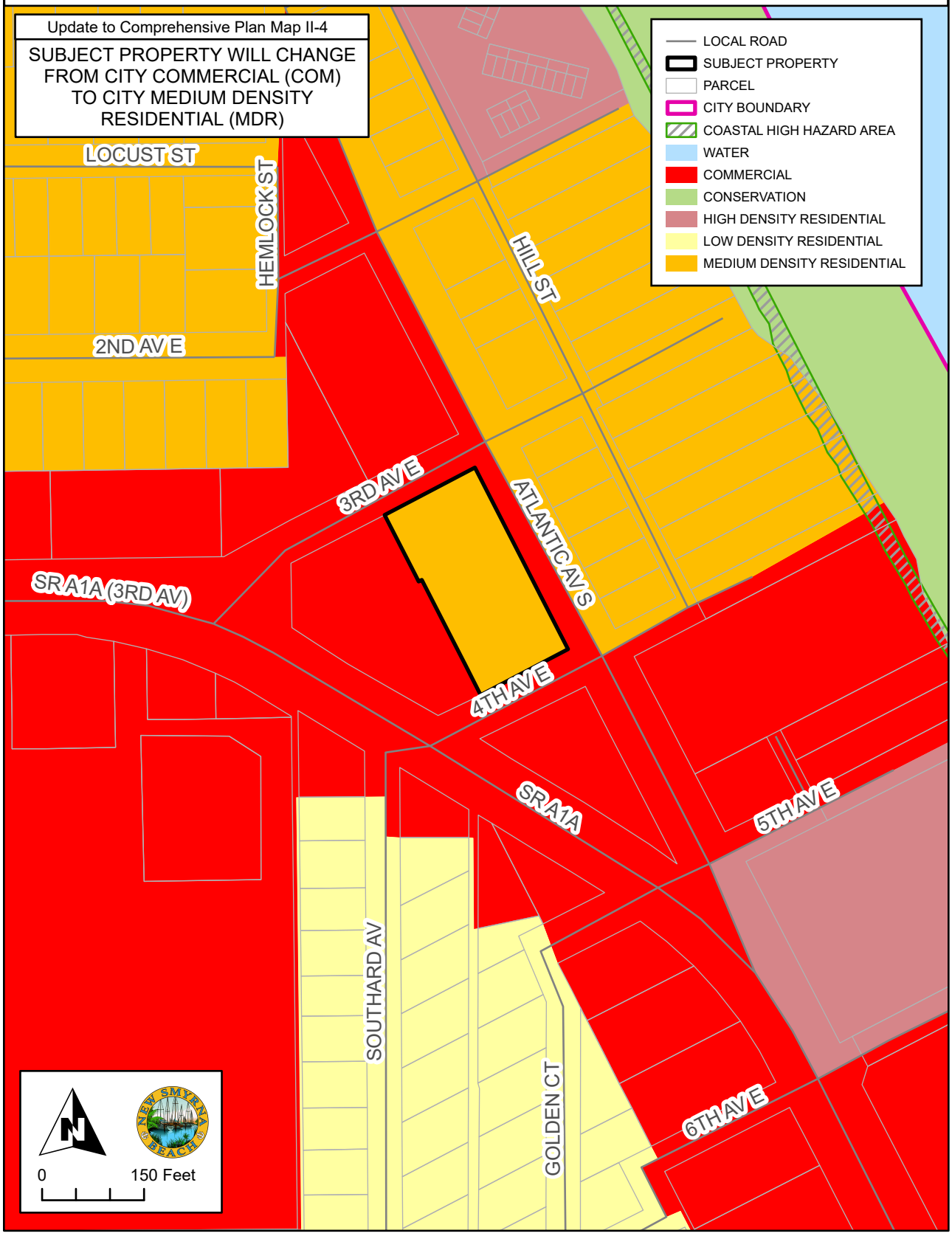
SUBJECT PROPERTY HAS THE CURRENT CITY FLU CLASS OF COMMERCIAL (COM)

PROPOSED ZONING

CPA-7-25



PROPOSED FUTURE LAND USE DESIGNATIONS CPA-7-25



SOUTH ATLANTIC AVENUE (80' R/W)

3rd AVENUE (50'R/W)

4th AVENUE (50'R/W)

50'-0" 50'-0" 50'-0" 50'-0" 50'-0" 50'-0"

VISIBILITY TRIANGLE

VISIBILITY TRIANGLE

30'-0"

DRIVE WAY LOT 02

DRIVE WAY LOT 03

DRIVE WAY LOT 04

DRIVE WAY LOT 05

DRIVE WAY LOT 06

35'-0"

DRIVE WAY LOT 07

20'-0"

30'-0" 62'-6"

DRIVEWAY LOT 01

100'-0"

50'-0"

45'-0"

20'-0"

DRIVEWAY LOT 08

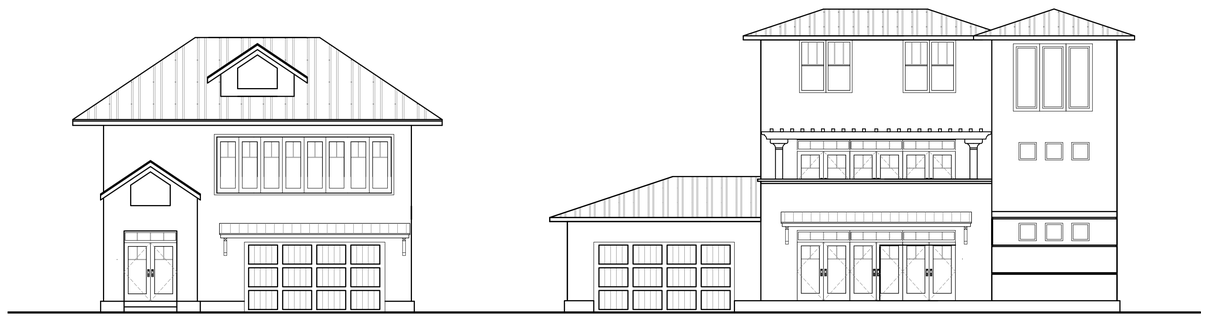
SITE PLAN

SCALE: 3/32" = 1'-0"



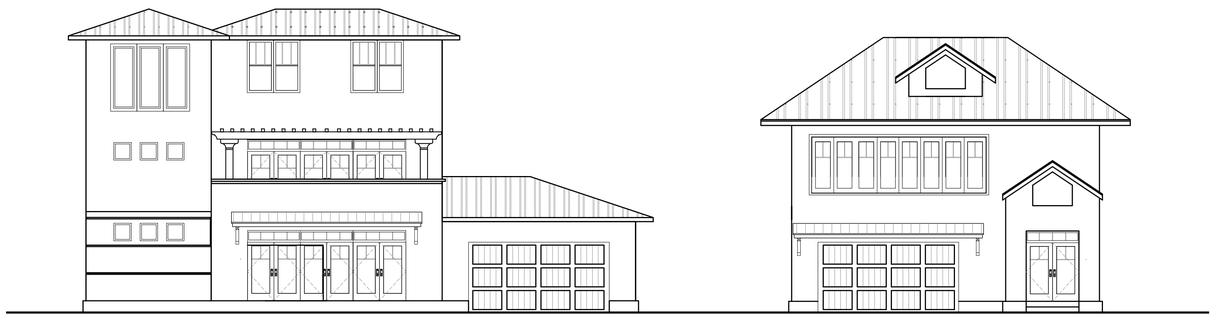
SOUTH ATLANTIC
ELEVATION

SCALE: NTS



3RD AVENUE
ELEVATION

SCALE: NTS



4TH AVENUE
ELEVATION

SCALE: NTS



765

LEGAL DESCRIPTION

Address

1300 South Atlantic Avenue, New Smyrna Beach, Florida 32169

Parcel Number

7422-01-35-0010

AltKey Number

3814622

Metes and Bounds by Maynard, Cooper, & Gale, P.C.

Lots 1 through 6 inclusive, Block C, Coronado Beach Realty Co. Subdivision according to the map as recorded in Map Book 5, Page 83, Public Records of Volusia County, Florida; and also being described as Lots 1, 2, and 3, and unnumbered lot in Block C, Division A and B New Smyrna Beach as recorded in Map Book 7, Page 29; less and except the Westerly 5 feet of the southerly 40 feet of Lot 3 and the Westerly 5 feet of Lots 4, 5, and 6.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 84-25 CPA - 1300 S. Atlantic Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The ordinance changes the future land use for 1± acres of land from commercial to medium density residential.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The property owner.

4. Additional information the governing body deems useful (if any):

None

ORDINANCE NO. 84-25

AN ORDINANCE AMENDING THE CITY OF NEW SMYRNA BEACH COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 1± ACRES OF PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF 3RD AVENUE, WEST OF S. ATLANTIC AVENUE, NORTH OF 4TH AVENUE, FROM CITY *COMMERCIAL* TO CITY *MEDIUM DENSITY RESIDENTIAL;* PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Michael J. Woods, Esq, Cobb Cole, 231 N. Woodland Boulevard, DeLand, Florida 32720, applicant on behalf of NSB Capital Group, LLC, 103 Commerce Street, Lake Mary, Florida 32746, property owner, has requested to amend the Comprehensive Plan, Future Land Use Map II-4 to change the land use designations of approximately 1± acres of property generally located on the south side of 3rd Avenue, west of S. Atlantic Avenue, north of 4th Avenue, from City *Commercial* to City *Medium Density Residential*; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on November 3, 2025, and by a vote of 3-3 recommended denial of the application to the City Commission; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

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

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designation for real properties located in Volusia County, Florida, described as:

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

from City *Commercial* to City *Medium Density Residential.*

SECTION 2: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance at 5:30 p.m. on January 13, 2026 in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §163.3187(2) and §166.041(3)(a), Fla. Stat.

SECTION 3: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption, it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 1/6/2026

EXHIBIT "A"

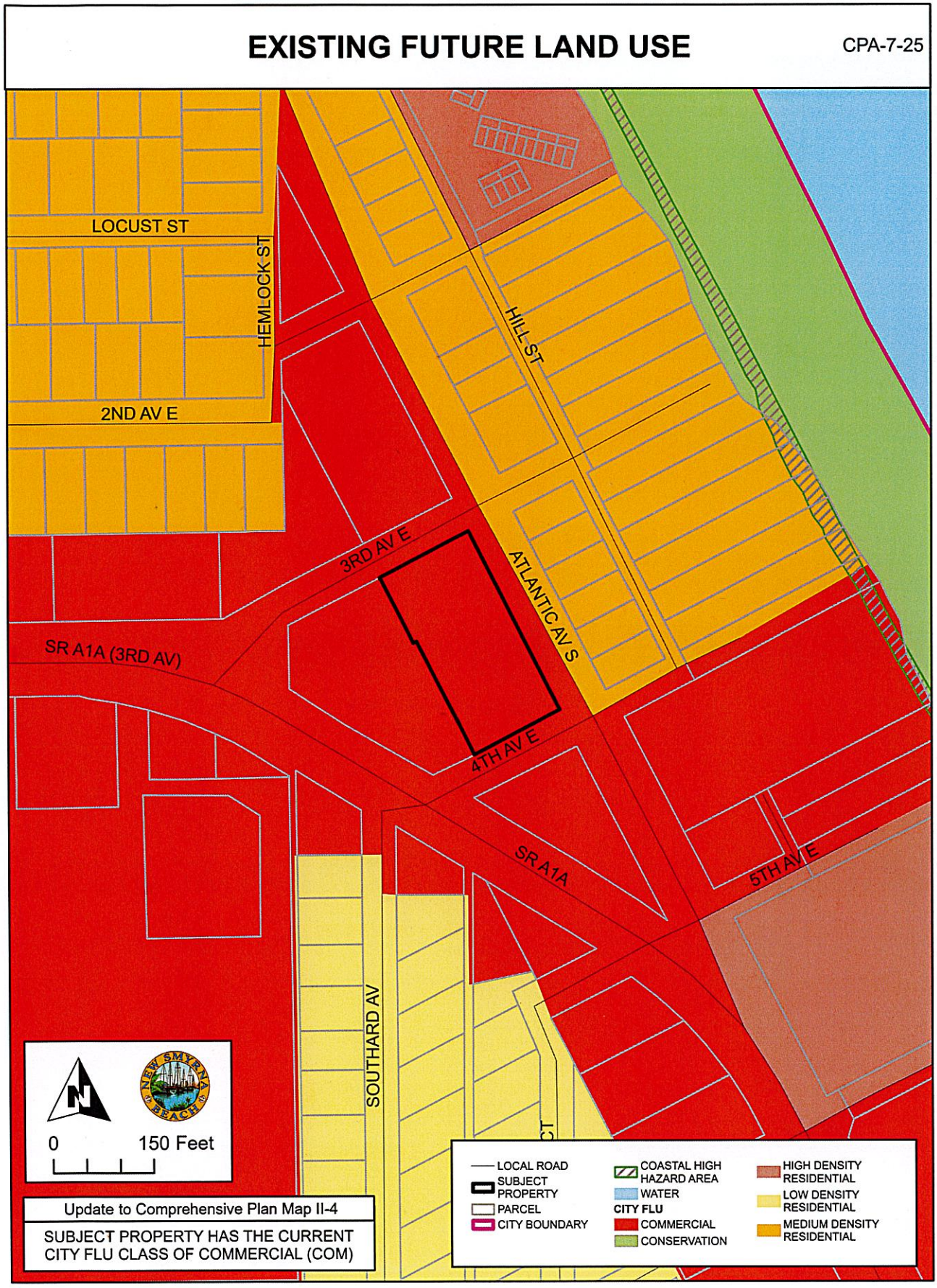
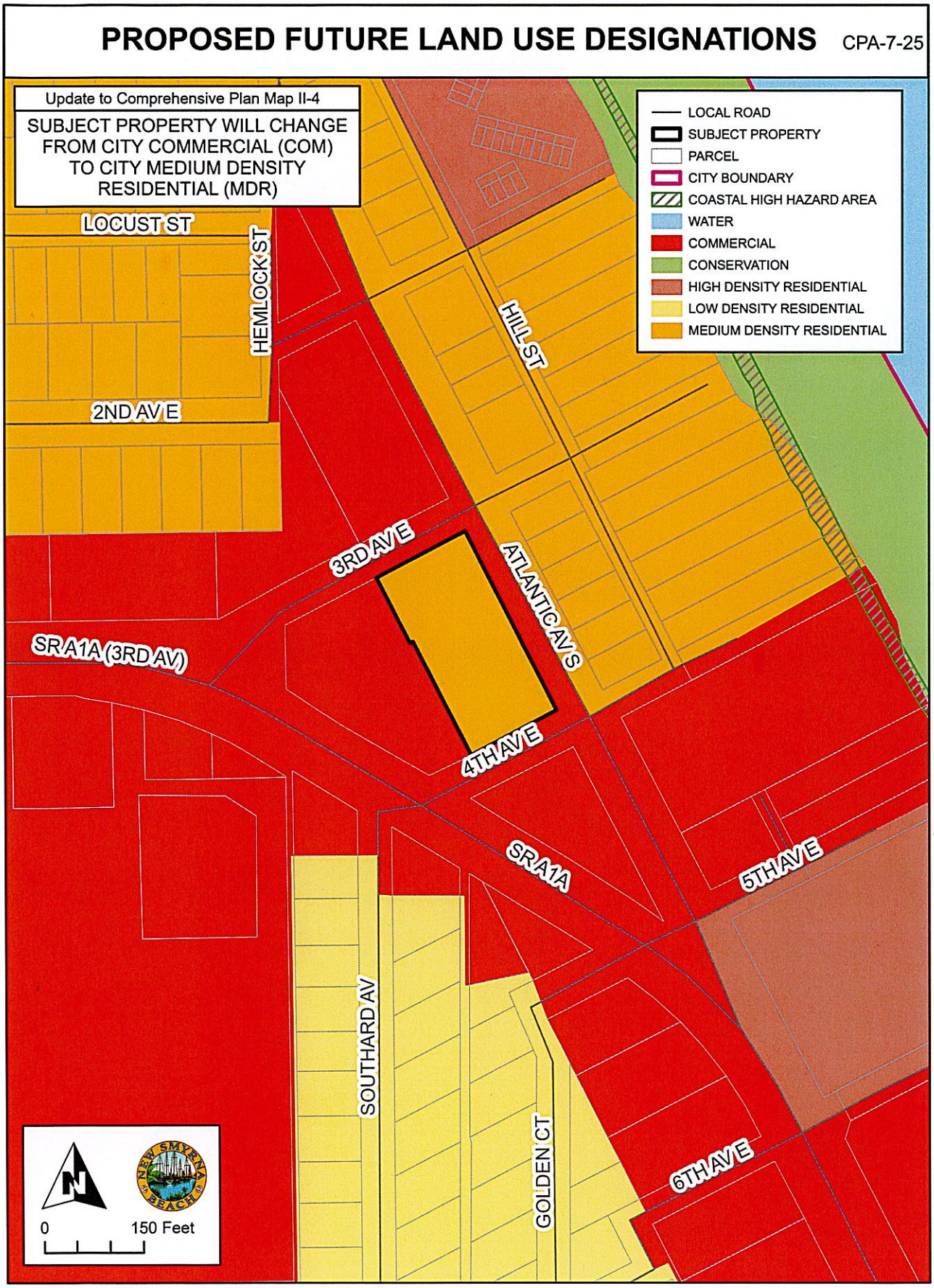

EXISTING FUTURE LAND USE
CPA-7-25
LOCUST ST
HEMLOCK ST
HILL ST
2ND AV E
3RD AV E
ATLANTIC AV S
SR A1A (3RD AV)
4TH AV E
SR A1A
5TH AV E
SOUTHARD AV
0
150 Feet
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY HAS THE CURRENT CITY FLU CLASS OF COMMERCIAL (COM)
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
COASTAL HIGH HAZARD AREA
WATER
CITY FLU
COMMERCIAL
CONSERVATION
HIGH DENSITY RESIDENTIAL
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL

EXHIBIT "A"


PROPOSED FUTURE LAND USE DESIGNATIONS
CPA-7-25
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM CITY COMMERCIAL (COM) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR)
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
COASTAL HIGH HAZARD AREA
WATER
COMMERCIAL
CONSERVATION
HIGH DENSITY RESIDENTIAL
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
LOCUST ST
HEMLOCK ST
HILL ST
2ND AV E
3RD AV E
ATLANTIC AV S
SR A1A (3RD AV)
4TH AV E
SR A1A
5TH AV E
SOUTHARD AV
GOLDEN CT
6TH AV E
0
150 Feet

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 85-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD REZONE APPROXIMATELY 1.01 ACRES OF COMMERCIAL PROPERTY FROM B-2, NEIGHBORHOOD BUSINESS DISTRICT TO R-3A, SINGLE FAMILY AND TWO FAMILY (ZERO LOT LINE) RESIDENTIAL LOCATED AT 1300 S ATLANTIC AVENUE.

January 13, 2026

Background:

Applicant: Michael J. Woods, Esq, Cobb Cole, 231 N. Woodland Boulevard. DeLand, FL. 32720

Owner: NSB Capital Group, LLC., 103 Commerce Street, Lake Mary, FL. 32746

Request: A positive recommendation to the City Commission on the rezoning of commercial property from B-2, Neighborhood Business District to R-3A, Single Family and Two Family (Zero Lot Line) 1.01 acres located at 1300 S. Atlantic Avenue.

Attachments:

Exhibit A: Aerial Map
Exhibit B: Location Map
Exhibit C: Existing Zoning Map
Exhibit D: Existing Future Land Use Map
Exhibit E: Proposed Zoning Map
Exhibit F: Proposed Future Land Use Map
Exhibit G: Conceptual Site Plan
Exhibit H: Elevations
Exhibit I: Rendering
Exhibit J: Legal Description

Findings:

A. The property is located south of 3rd Avenue, west of S. Atlantic Avenue, and north of 4th Avenue. To the west is Walgreens. North of E. 3rd Avenue is a surface parking lot. To the east are two blocks of houses with R-3A zoning, which allows single- and two-family houses, up to 35 feet tall. South of E. 4th Avenue is Boston's Fish House, La Terraza Mexican Restaurant, and Casey's NSB Bar.

B. The purpose of the FLUM amendment and companion application for rezoning are to construct single family detached homes on what is currently commercial property. However, attached multifamily is a permitted use with the existing future land use and zoning.

C. The E. 3rd Avenue beach approach is the busiest beach approach in Volusia County, averaging 356 vehicles daily.

D. The Future Land Use for this parcel is Commercial, which has a F.A.R. of 2.0.

E. The stormwater management proposal for the project has not yet been developed but they will have to meet all current standards.

F. Rezoning the property will increase the required setback and landscape buffer on the adjacent Walgreens property making the building nonconforming.

On November 3, the Planning and Zoning recommended denial to the City Commission with a vote of 3 to 3.

Fiscal Analysis:
N/A

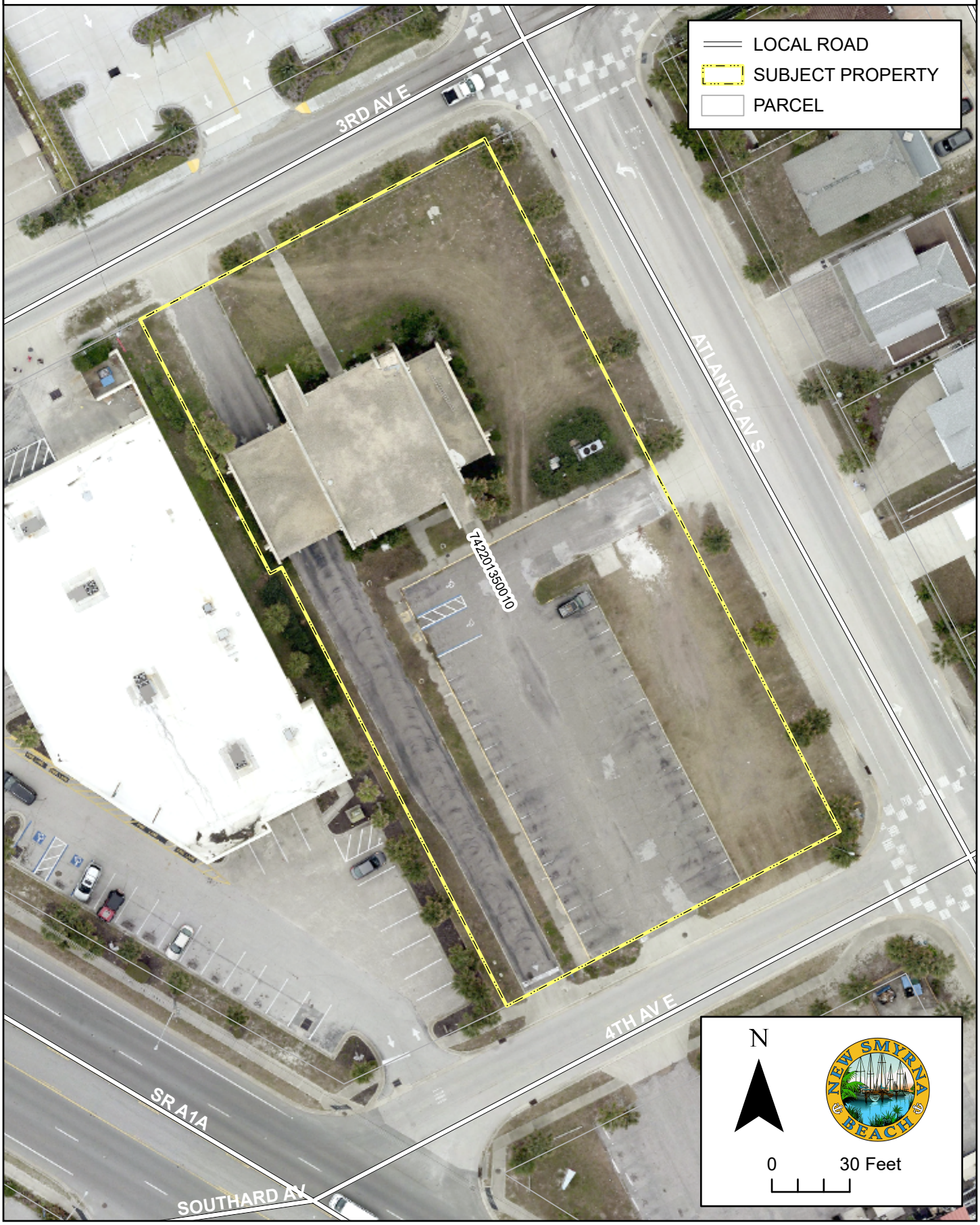
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

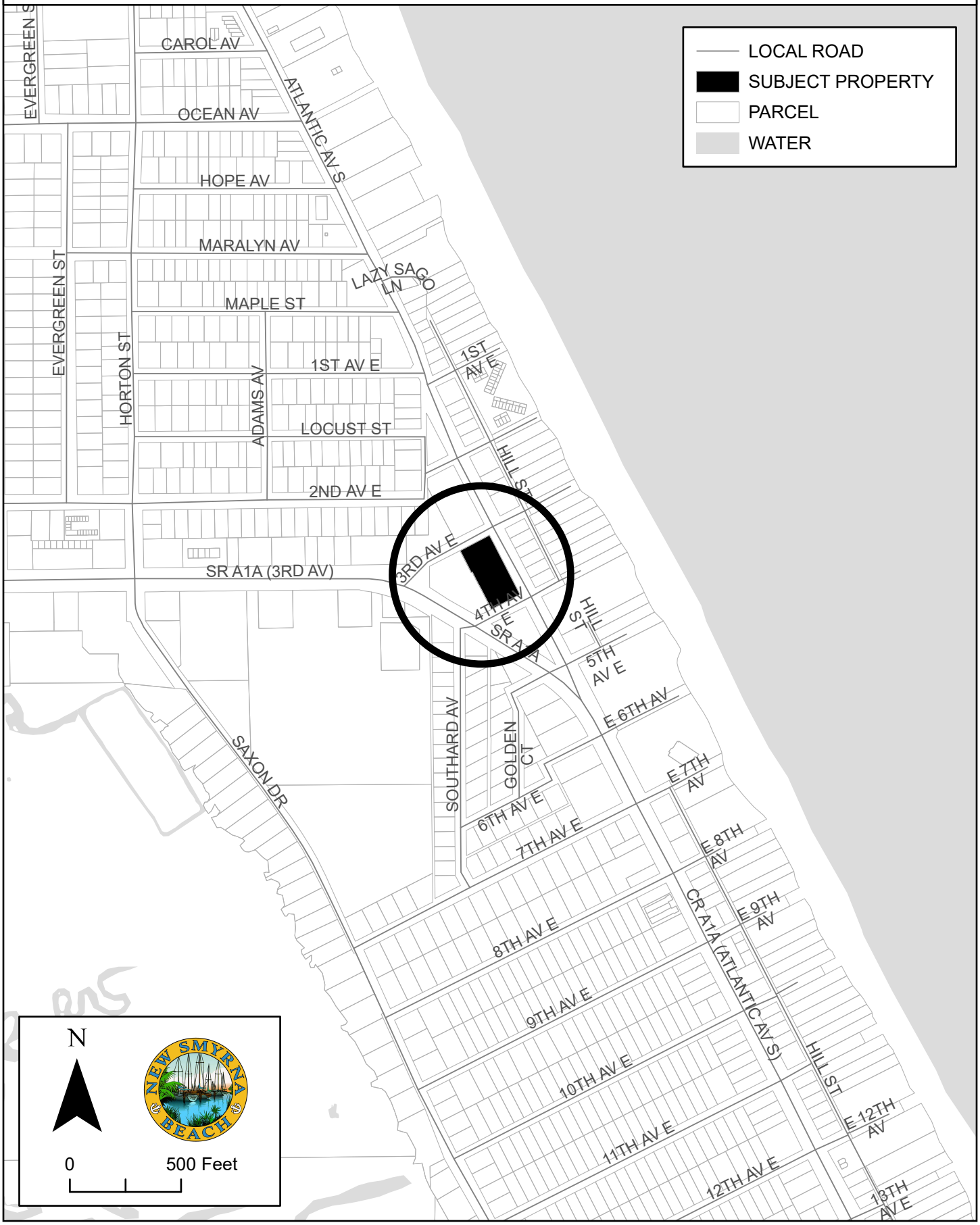
Attachments:

Exhibit A: Aerial Map
Exhibit B: Location Map
Exhibit C: Existing Zoning Map
Exhibit D: Existing FLU Map
Exhibit E: Proposed Zoning Map
Exhibit F: Proposed FLU Map
Exhibit G: Conceptual Site Plan
Exhibit H: Elevations
Exhibit I: Rendering
Exhibit J: Legal Description
Business Impact Estimate - Ord 85-25 1300 S. Atlantic Ave.pdf
Ord 85-25 Rezoning 1300 S. Atlantic Ave.pdf

Z-3-25: 1300 S. ATLANTIC AVENUE
PARCEL: 7422-01-35-0010 AERIAL MAP

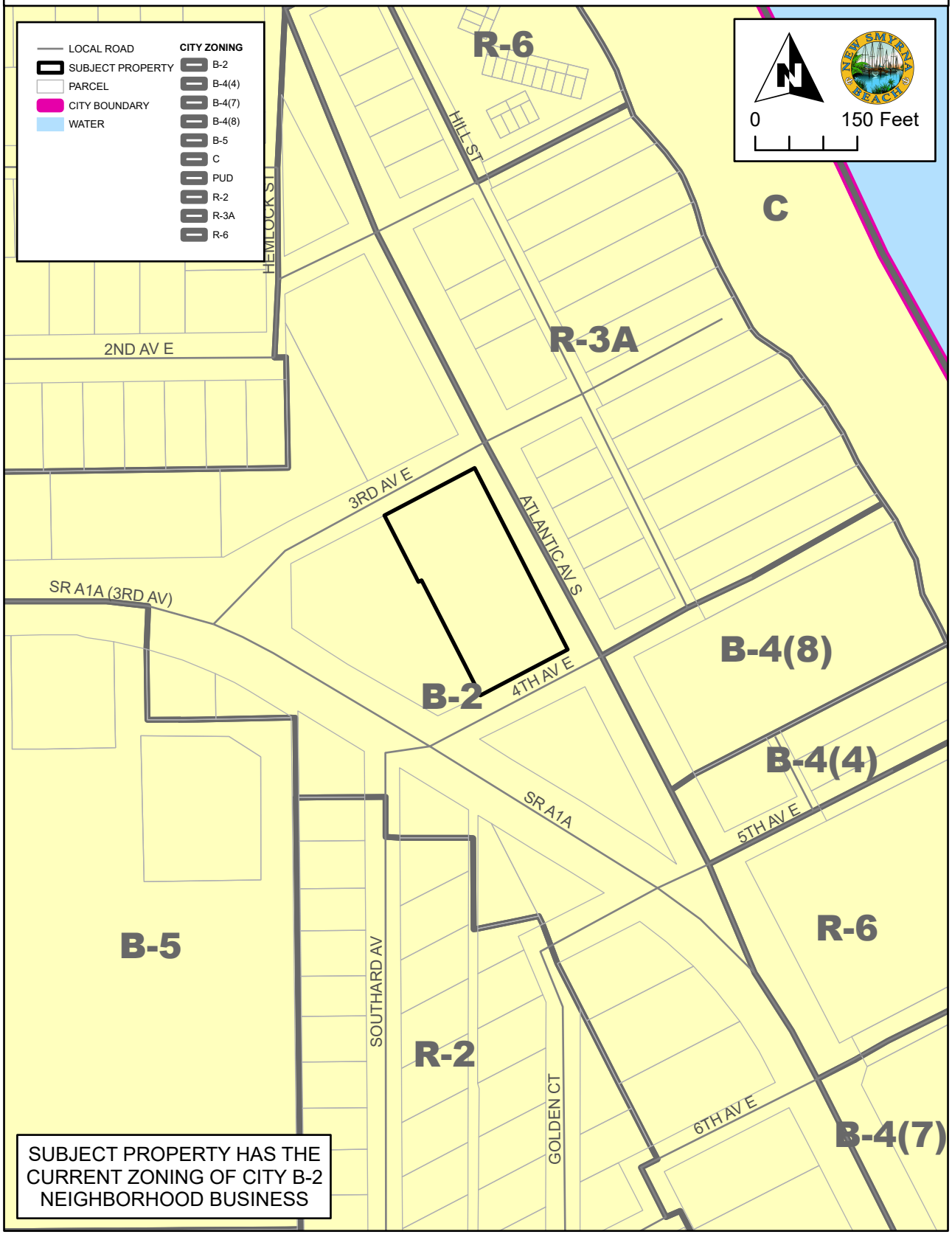


Z-3-25: 1300 S. ATLANTIC AVENUE
PARCEL: 7422-01-35-0010 LOCATION MAP



EXISTING ZONING

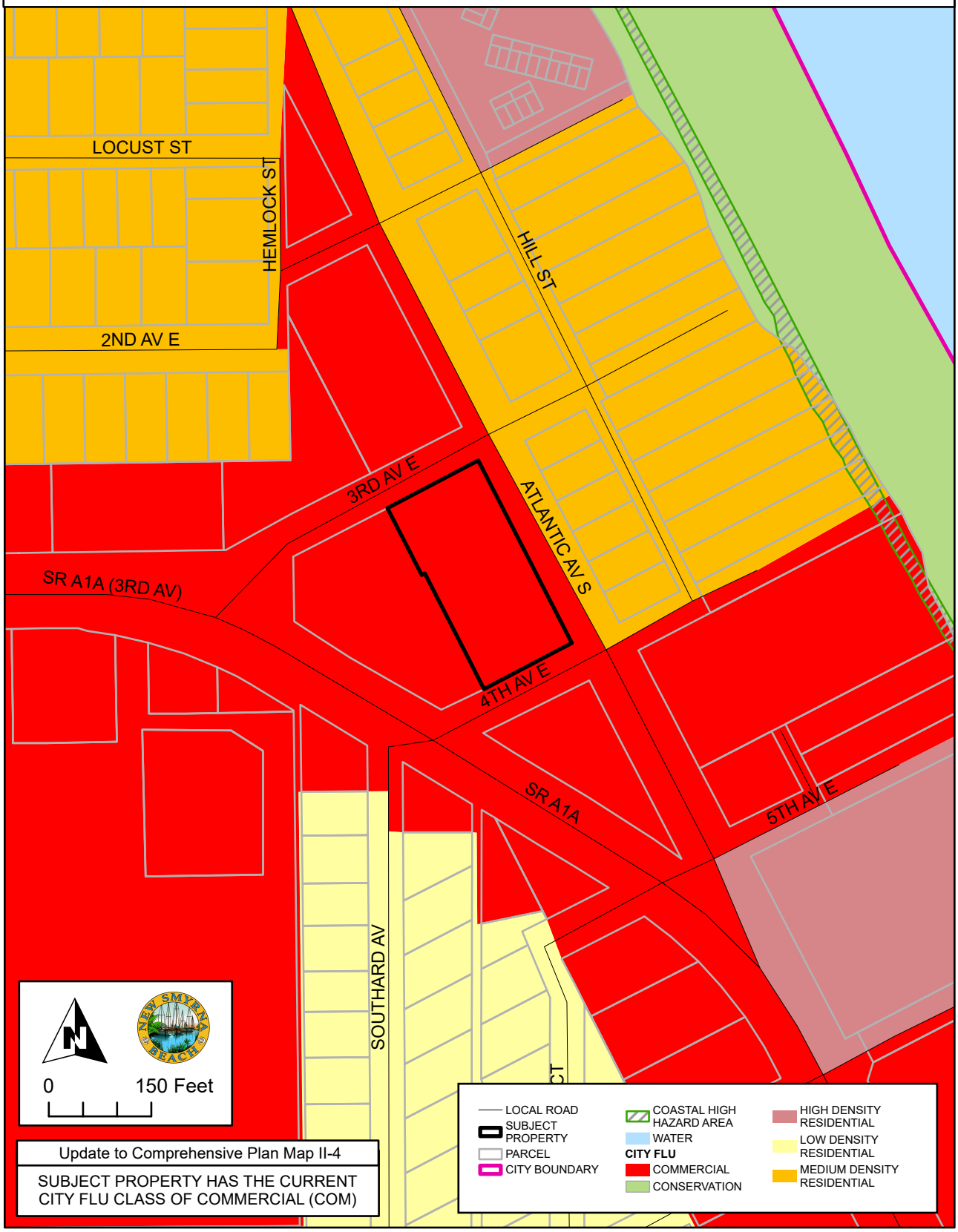
Z-3-25



SUBJECT PROPERTY HAS THE CURRENT ZONING OF CITY B-2 NEIGHBORHOOD BUSINESS

EXISTING FUTURE LAND USE

Z-3-25

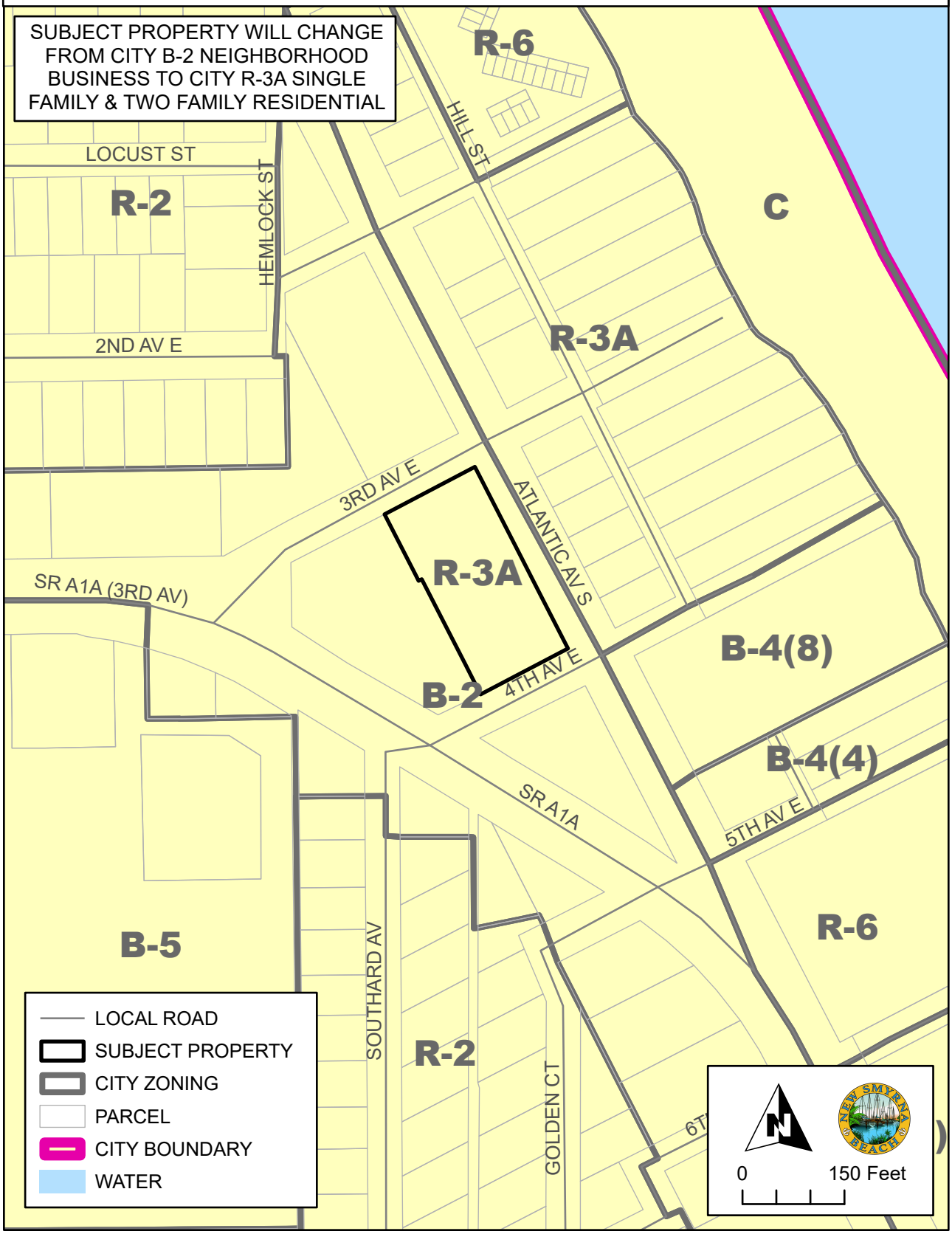


Update to Comprehensive Plan Map II-4

SUBJECT PROPERTY HAS THE CURRENT CITY FLU CLASS OF COMMERCIAL (COM)

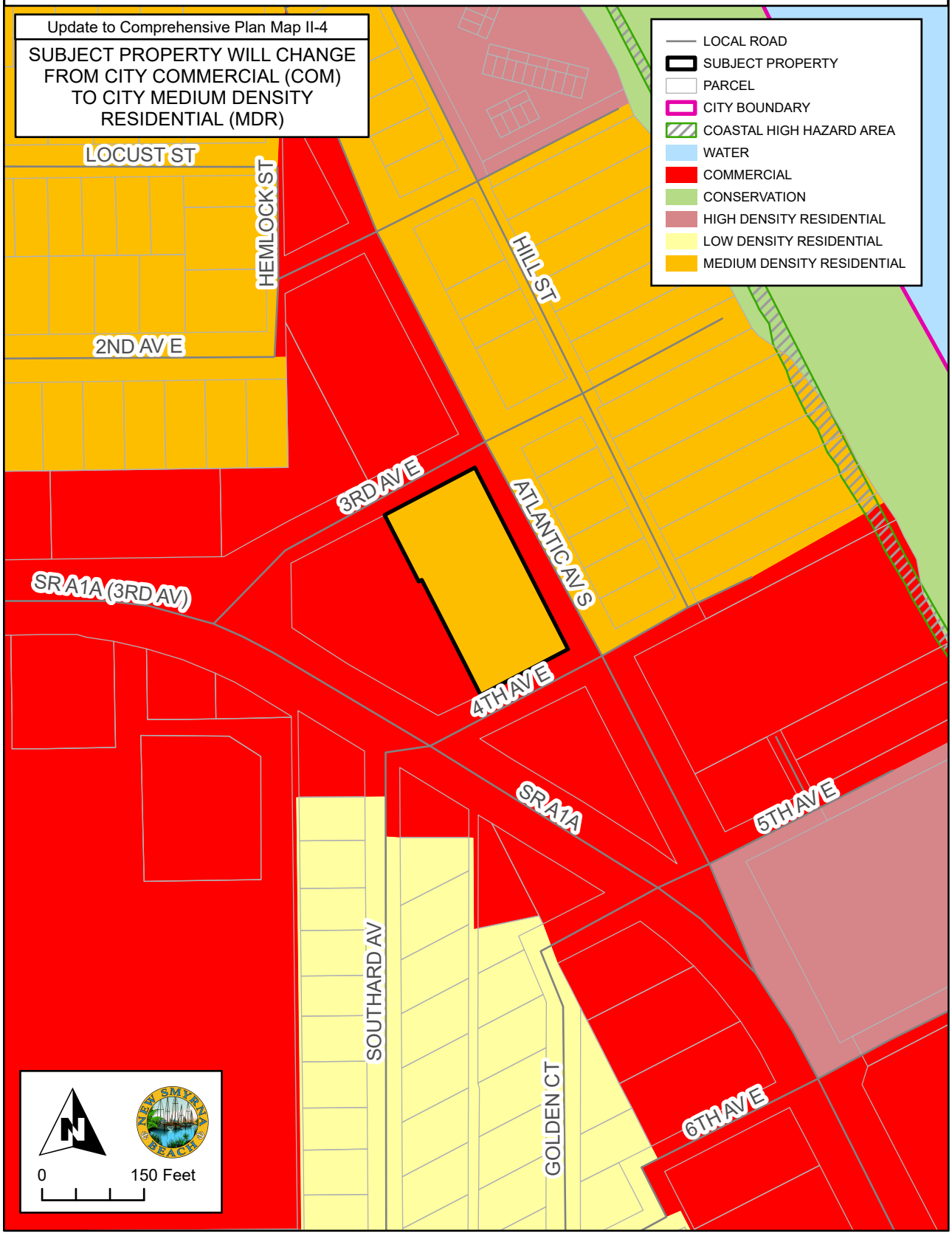
PROPOSED ZONING

Z-3-25



PROPOSED FUTURE LAND USE DESIGNATIONS

Z-3-25



SOUTH ATLANTIC AVENUE (80' R/W)

3rd AVENUE (50'R/W)

4th AVENUE (50'R/W)

50'-0" 50'-0" 50'-0" 50'-0" 50'-0" 50'-0"

VISIBILITY TRIANGLE

VISIBILITY TRIANGLE

30'-0"

DRIVE WAY LOT 02

DRIVE WAY LOT 03

DRIVE WAY LOT 04

DRIVE WAY LOT 05

DRIVE WAY LOT 06

35'-0"

DRIVE WAY LOT 07

20'-0"

30'-0" 62'-6"

DRIVEWAY LOT 01

100'-0"

50'-0"

45'-0"

DRIVEWAY LOT 08

20'-0"

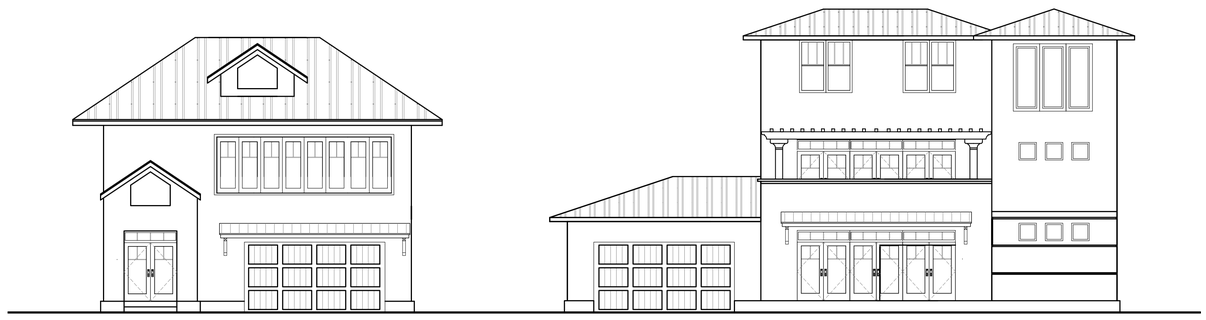
SITE PLAN

SCALE: 3/32" = 1'-0"



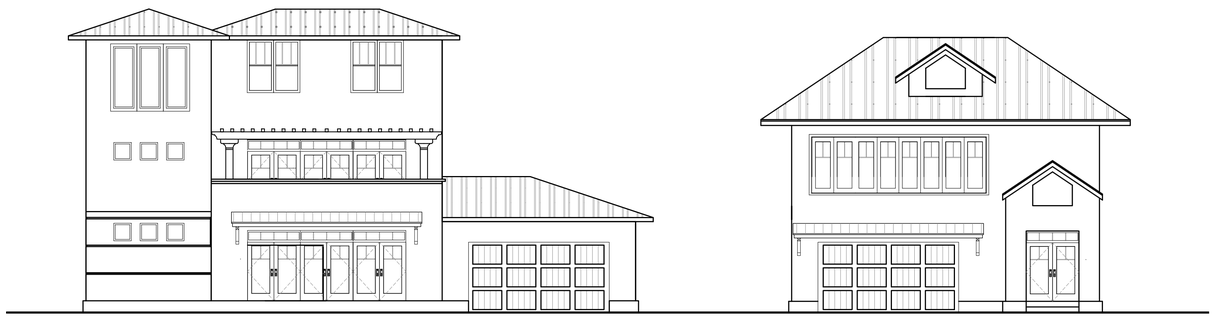
SOUTH ATLANTIC
ELEVATION

SCALE: NTS



3RD AVENUE
ELEVATION

SCALE: NTS



4TH AVENUE
ELEVATION

SCALE: NTS



783

LEGAL DESCRIPTION

Address

1300 South Atlantic Avenue, New Smyrna Beach, Florida 32169

Parcel Number

7422-01-35-0010

AltKey Number

3814622

Metes and Bounds by Maynard, Cooper, & Gale, P.C.

Lots 1 through 6 inclusive, Block C, Coronado Beach Realty Co. Subdivision according to the map as recorded in Map Book 5, Page 83, Public Records of Volusia County, Florida; and also being described as Lots 1, 2, and 3, and unnumbered lot in Block C, Division A and B New Smyrna Beach as recorded in Map Book 7, Page 29; less and except the Westerly 5 feet of the southerly 40 feet of Lot 3 and the Westerly 5 feet of Lots 4, 5, and 6.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 85-25 Rezoning 1300 S. Atlantic Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 85-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 1± ACRES OF PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF 3RD AVENUE, WEST OF S. ATLANTIC AVENUE, NORTH OF 4TH AVENUE, ADDRESSED AS 1300 S. ATLANTIC AVENUE, FROM CITY *B-2 A, NEIGHBORHOOD BUSINESS DISTRICT* TO CITY *R-3A, SINGLE FAMILY AND TWO FAMILY RESIDENTIAL* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Michael J. Woods, Esq, Cobb Cole, 231 N. Woodland Boulevard, DeLand, Florida 32720, applicant on behalf of NSB Capital Group, LLC, 103 Commerce Street, Lake Mary, Florida 32746, property owner, has requested the rezoning of 1± acres of property generally located on the south side of 3rd Avenue, west of S. Atlantic Avenue, north of 4th Avenue, addressed as 1300 S. Atlantic Avenue, from City *B-2 A, Neighborhood Business District* to City *R-3A, Single Family and Two Family Residential* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on November 3, 2025, by a vote of 3-3, recommended denial of the application to the City Commission; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

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

SECTION 1: ***Rezoning.*** That the 1± acres of property generally located on the south side of 3rd Avenue, west of S. Atlantic Avenue, north of 4th Avenue, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7422-01-35-0010
1300 S. Atlantic Avenue

Lots 1 through 6 inclusive, Block C, Coronado Beach Realty Co. Subdivision according to the map as recorded in Map Book 5, Page 83, Public Records of Volusia County, Florida; and also being described as Lots 1, 2, and 3, and unnumbered lot in Block C, Division A and B New Smyrna Beach as recorded in Map Book 7, Page 29; less and except the Westerly 5 feet of the southerly 40 feet of Lot 3 and the Westerly 5 feet of Lots 4, 5, and 6.

shall be and the same is hereby rezoned from City *B-2 A, Neighborhood Business District* to City *R-3A, Single Family and Two Family Residential* zoning district.

SECTION 2: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on January 13, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date***. That this ordinance shall become effective upon final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 1/6/2026

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

ORDINANCE NO. 86-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE WHICH, IF ADOPTED, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO CREATIVE ENVIRONMENTAL SERVICES, INC

January 13, 2026

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 Creative Environmental Services, Inc Non-Exclusive Franchise Ordinance application form and applicable attachments. Creative Environmental Services, Inc meets all the requirements and staff is proposing that such a franchise agreement be issued to Creative Environmental Services 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. No business impact statement is required because this is a procurement item and the ordinance is only required to implement the agreement.

Strategic Plan Item:

No

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

Attachments:

Creative Environmental Services Application and COI.pdf
Business Impact Estimate - Ord 86-25 Non-Exclusive Franchise - Creative Environmental Services Inc.pdf
Ord 86-25 Non Exclusive Franchise - Creative Environmental Services Inc.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

Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

Date: Nov 4, 2025

Applicant Name: Todd Delay

Business Name: Creative Environmental Services, Inc.

Address: 2312 Clark Street #B4
Apopka, FL. 32703

Telephone: 888.351.3755 **Fax:** 407.210.0538 **E-Mail:** Tcdelay.creative@gmail

1. **Attach copy of Current State License for Disposal Site**

Proposed Disposal Site(s): Samsula 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: USI Insurance Services

Address: 301 E Pine St.
Orlando, FL 32801

Policy Number: ECP2037602 12

Applicant's Signature:

Applicant's printed name: Todd Delay

Applicant's Title: Owner

Client#: 2049497 CREATENV

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/07/2025

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

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

PRODUCER	CONTACT NAME: Gina Cameron
USI Insurance Services, LLC 301 E Pine St Orlando, FL 32801 407 481-1608	PHONE (A/C, No, Ext): 407 481-1608 FAX (A/C, No): E-MAIL ADDRESS: gina.cameron@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Bridgefield Casualty Insurance Company	10335
INSURER C : Key Risk Insurance Company	10885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Creative Environmental Services, Inc.
1925 Deerfoot Run
DeLand, FL 32720

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	ECP203760212	05/08/2025	05/08/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BAP204353510	05/08/2025	05/08/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED X RETENTION $0	X	X	FFX203760312	05/08/2025	05/08/2026	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	19655269	05/23/2025	05/23/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

Certificate Holder is included as Addition Insured on a Primary and Non-Contributory basis with respects to General Liability and Auto Liability per written contract or agreement. Waiver of Subrogation applies with respects to General Liability, Auto Liability, and Workers Compensation per written contract or agreement.
Excess Liability follows form.
Additional Insured: City of New Smyrna Beach
(See Attached Descriptions)

CERTIFICATE HOLDER

City Of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

30 day notice of cancellation in favor of the Certificate Holder with respect to the General Liability, Auto Liability, and Workers Compensation policies when required per written contract.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 86-25 Non-Exclusive Franchise - Creative Environmental Services Inc

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☑ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 86-25 authorizes Creative Environmental Services Inc to provide demolition debris removal services within the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

One, Creative Environmental Services Inc

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 86-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH GRANTING A NON-EXCLUSIVE FRANCHISE TO CREATIVE ENVIRONMENTAL SERVICES INC, 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, Creative Environmental Services Inc, 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 Creative Environmental Services Inc, 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 Creative Environmental Services Inc, 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 Creative Environmental Services Inc.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, Florida Statute.

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 Public Works 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 Public Works 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 Public Works 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 Public Works 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 Public Works 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 Public Works 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 Public Works 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 Public Works 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 (in-

cluding 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 anyone (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 Public Works 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 Public Works Director's satisfaction within the period, the Public Works 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 Public Works Director and the City Clerk either by hand delivery or by United States mail (postage prepaid), addressed to the Public Works 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 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 Public Works Director. Franchisee specifically agrees that the Public Works 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 Public Works 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 January 13, 2026, in the Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 23: ***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 24: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 25: ***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: 12/1/2025

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 86-25 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved, and agreed to this _____ day of _____, 2026.

CREATIVE ENVIRONMENTAL SERVICES INC
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 _____, 2026, by _____ and _____, as _____ and _____ respectively, of **CREATIVE ENVIRONMENTAL SERVICES INC,** 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 - PUBLIC WORKS

ORDINANCE NO. 87-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO GFL ENVIRONMENTAL.

January 13, 2026

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 GFL Environmental Non-Exclusive Franchise Ordinance application form and applicable attachments. GFL Environmental meets all the requirements and staff is proposing that such a franchise agreement be issued to GFL Environmental.

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. No business impact statement is required because this is a procurement item and the ordinance is only required to implement the agreement.

Strategic Plan Item:

No

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

Attachments:

GFL_Environmental_Application_and_COI.pdf
Business Impact Estimate - Ord 87-25 Non-Exclusive Franchise - GFL Environmental USA Inc..pdf
Ord 87-25 Non Exclusive Franchise - GFL Environmental USA Inc.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

Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

Date: 11/4/2025

Applicant Name: Victoria Edwards

Business Name: GFL Environmental

Address: 1263 W. Landstreet Rd, Orlando, FL 32824

Telephone: (386) 279-2081 **Fax:** _____ **E-Mail:** victoria.edwards@gflenv.com

1. Attach copy of Current State License for Disposal Site

Proposed Disposal Site(s): Tomoka Landfill- 1990 Tomoka Farms Rd, Port Orange, FL 32128

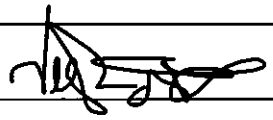
2. Attach copy of City Occupational License (for your business location)

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: Aon Risk Services Northeast,Inc.

Address: 950 Main Ave. Suite 1600 Cleveland, OH 44113

Policy Number: 014121394

Applicant's Signature: 

Applicant's printed name: Victoria Edwards

Applicant's Title: Construction Sales Rep.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/18/2025

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Cleveland OH Office
950 Main Avenue
Suite 1600
Cleveland OH 44113 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 **FAX (A/C, No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	AIU Insurance Company	19399
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
GFL Environmental Holdings (US), Inc
and its subsidiaries
26999 Central Park Blvd
Southfield MI 48076 USA

COVERAGES **CERTIFICATE NUMBER:** 570116703859 **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.

Limits shown are as requested

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			014121394	06/01/2025	06/01/2026	EACH OCCURRENCE	$5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$20,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$5,000,000
	OTHER:						Per Location/ Project Aggregate	$5,000,000
A	AUTOMOBILE LIABILITY			014-12-1393	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			014121402	06/01/2025	06/01/2026	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N N/A			014121401	06/01/2025	06/01/2026	E.L. EACH ACCIDENT	$5,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$5,000,000
							E.L. DISEASE-POLICY LIMIT	$5,000,000

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

RE: BU# 883. City of New Smyrna Beach is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach FL 32168 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier : 883

Certificate No : 570116703859

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Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 87-25 Non-Exclusive Franchise - GFL Environmental USA Inc.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☑ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 87-25 authorizes GFL Environmental USA Inc. to provide demolition debris removal services within the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

One, GFL Environmental USA Inc.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 87-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH GRANTING A NON-EXCLUSIVE FRANCHISE TO GFL ENVIRONMENTAL USA INC., 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, GFL Environmental USA Inc., 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 GFL Environmental USA Inc., 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 GFL Environmental USA Inc., 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, GFL Environmental USA Inc.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, Florida Statute.

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 Public Works 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 Public Works 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 Public Works 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 Public Works 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 Public Works 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 Public Works 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 Public Works 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 Public Works 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 (in-

cluding 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 anyone (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 Public Works 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 Public Works Director's satisfaction within the period, the Public Works 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 Public Works Director and the City Clerk either by hand delivery or by United States mail (postage prepaid), addressed to the Public Works 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 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 Public Works Director. Franchisee specifically agrees that the Public Works 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 Public Works 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 January 13, 2026, in the Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 23: ***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 24: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 25: ***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: 12/1/2025

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 87-25 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved, and agreed to this _____ day of _____, 2026.

GFL ENVIRONMENTAL USA INC.
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 _____, 2026, by _____ and _____, as _____ and _____ respectively, of **GFL ENVIRONMENTAL USA INC.,** 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 - DEVELOPMENTAL SERVICES

ORDINANCE NO. 01-26: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON SECOND READING AND PUBLIC HEARING, WOULD APPROVE THE SOUTH VILLAGE NEW SMYRNA BEACH COMMUNITY DEVELOPMENT DISTRICT (CDD) FOR SOUTH VILLAGE RESIDENTIAL SUBDIVISION.

January 13, 2026

Background:

Applicants: Maleia Smiferguso, Pulte Home Company, LLC, 4901 Vineland Road, Suite 500, Orlando, Florida 32811, Mark A. Watts, Esq., Cobb Cole, 231 North Woodland Blvd., DeLand, Florida 32720 and Ryan Dugan, Kutak Rock, LLP, 107 West College Avenue, Tallahassee, Florida 32301.

Petitioner/Owner: South Village Properties, LLC, 1950 Spectrum Cir. Ste 550, Marietta, GA 30067.

Request: Approval of a Community Development District (CDD) according to State of Florida Statutes Chapter 190, as a special purpose unit of local government for public infrastructure, within the proposed 770-acre South Village New Smyrna Beach CCD single family residential area.

Site Data: The proposed subject property is currently undeveloped, zoned PUD (Planned Unit Development), and generally located east of S.R. 415, south of S.R. 44, and west of Interstate 95. A location map showing the proposed CDD area is attached as **Exhibit A. Exhibit B** is the phasing map, which illustrates all seven (7) phases of the proposed residential development (Phases 1A, 1B, 1C, 2A, 2B, 3A, 3B, and the proposed platted portion of 3C). These phases will comprise the CDD area. The overall Conceptual Development Plan (CDP) for the entire PUD area is attached as **Exhibit C**, which also shows the future Phases 4 & 5 to contain Multi-Family and Commercial areas that are not proposed to be part of this CDD. Additional exhibits are also listed below.

Tax Parcel Numbers: 7319-00-00-0040, 7320-00-00-0020, 7321-00-00-0030, 7321-00-00-0080, 7328-00-00-0020, 7329-00-00-0020, 7330-00-00-0020

Exhibits Attached:

Exhibit A - Location Map

Exhibit B - South Village Phasing Plan (from applicant group)

Exhibit C – South Village Conceptual Development Plan

Exhibit D - Master Development Agreement (MDA), Restated and Amended as of 2011, for South Village PUD

Exhibit E - Letter to City from Applicant (9/10/25) re Satisfaction of Chapter 190 Requirements for the South Village NSB CDD

Exhibit F – Applicant's Financial Review (9/02/25)

Exhibit G – Petitioner's Sworn Statement

Exhibit H - Petition to Establish South Village NSB CDD

Findings:

A. This request pertains to the existing South Village PUD, which was originally approved by the City in the early 2000's for the rezoning of a total 1,363-acre PUD area, and then was the subject of the current Restated and Amended Master Development Agreement (MDA) approved in 2011 and attached here as **Exhibit D**. The PUD is located on the south side of State Road 44, west of Interstate 95, and is shown on the attached **Exhibits A–C** (Maps and Plan).

B. Those same plans also illustrate the five (5) phases of mixed-use development permitted by the current PUD MDA and its Conceptual Development Plan (CDP). The agreement allows for a maximum of 1,277 single-family (SF) residential lots/units in Phases 1–3, while Phases 4–5 are designated for commercial uses (74 acres), multi-family development (a maximum 718 units within 78 acres), a school site (20 acres), and active recreation (51 acres).

C. An application for the Final Plat has been submitted to the City for Phase 1A and is currently under review. This area, shown on **Exhibit C**, includes 153 proposed single-family residential lots. Phases 1A, 1B, 1C, 2A, 2B, 3A and 3B, along with a portion of Phase 3C, are the areas included in this CDD petition, which encompasses the maximum 1,277 Single-Family residential units. In addition, the portion of Phase 3C includes public recreational trails ("Offsite Trails"), which the District will be responsible for operating and maintaining.

D. The Applicant has prepared and submitted various documents concerning the proposed establishment of this CDD, which will be the first one proposed within the City. Those include the **Exhibit E** Letter to the City (dated 9/10/25) regarding the Satisfaction of Chapter 190 Requirements for the South Village NSB CDD, (**Exhibits F and G**, respectively) concerning CDD Financial Review and Petitioner's Sworn Statement, and the required Petition to Establish the Artesia CDD (last revised 11/26/24), as **Exhibit H**. The Applicant has also indicated their intention to publish public notices of this CDD Petition to the City for the four weeks prior to the public hearing (on December 30, January 6, 13, 20) as required.

E. Staff has reviewed the six factors specified in the Florida Statutes, Section 190.005(1)(e), re the Establishment of Districts, which are listed below:

1. Whether all statements contained within the Petition have been found to be true and correct.
2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.
3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.
5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.
6. Whether the area that will be served by the district is amenable to separate special-district government.

F. The applicant has addressed each of these six specific conditions within the Petition documents submitted to the City (attached as **Exhibits E to H**), and specifically within the **Exhibit E** Letter of Purpose. In addition, the **Exhibit H** Petition includes its own internal Exhibit 8, which is the required Statement of Estimated Regulatory Costs (SERC) that contains much more specific responses to future estimated costs and impacts of establishing the requested CDD.

G. As noted below, Staff review and response to the above six factors finds none of those items listed below would preclude the City from granting the petition for the establishment of this CDD.

1. All statements in the Petition appear to be true and correct.
2. There are no elements in the City Comprehensive Plan that appear to be inconsistent with this request.
3. The 770.73 acre proposed CDD area and its development plan is of sufficient size and compactness to be developed as one single functional and interrelated community as required, and as was previously considered in the rezoning by the City to its current Planned Unit Development (PUD) status.
4. The CDD is proposed as, and appears to be, the best alternative available for delivering community development services and facilities to the proposed CDD area.
5. There appear to be no proposed community development services and facilities within the CDD that would be incompatible with the capacity and uses of other existing local and regional community development services and facilities.
6. We assume all those associated with this proposed 770.73 acre area to be served by this proposed CDD will be amenable to this separate special-district government, as the petition to establish it has been filed by the sole property owner of all 770.73 acres, and with direct evidence of that provided in the Petition and its text.

Recommendation

Staff has reviewed the above listed attached documents, and requests the City Commission review those same documents toward approval of the attached Ordinance establishing the South Village NSB CDD.

Fiscal Analysis:
N/A

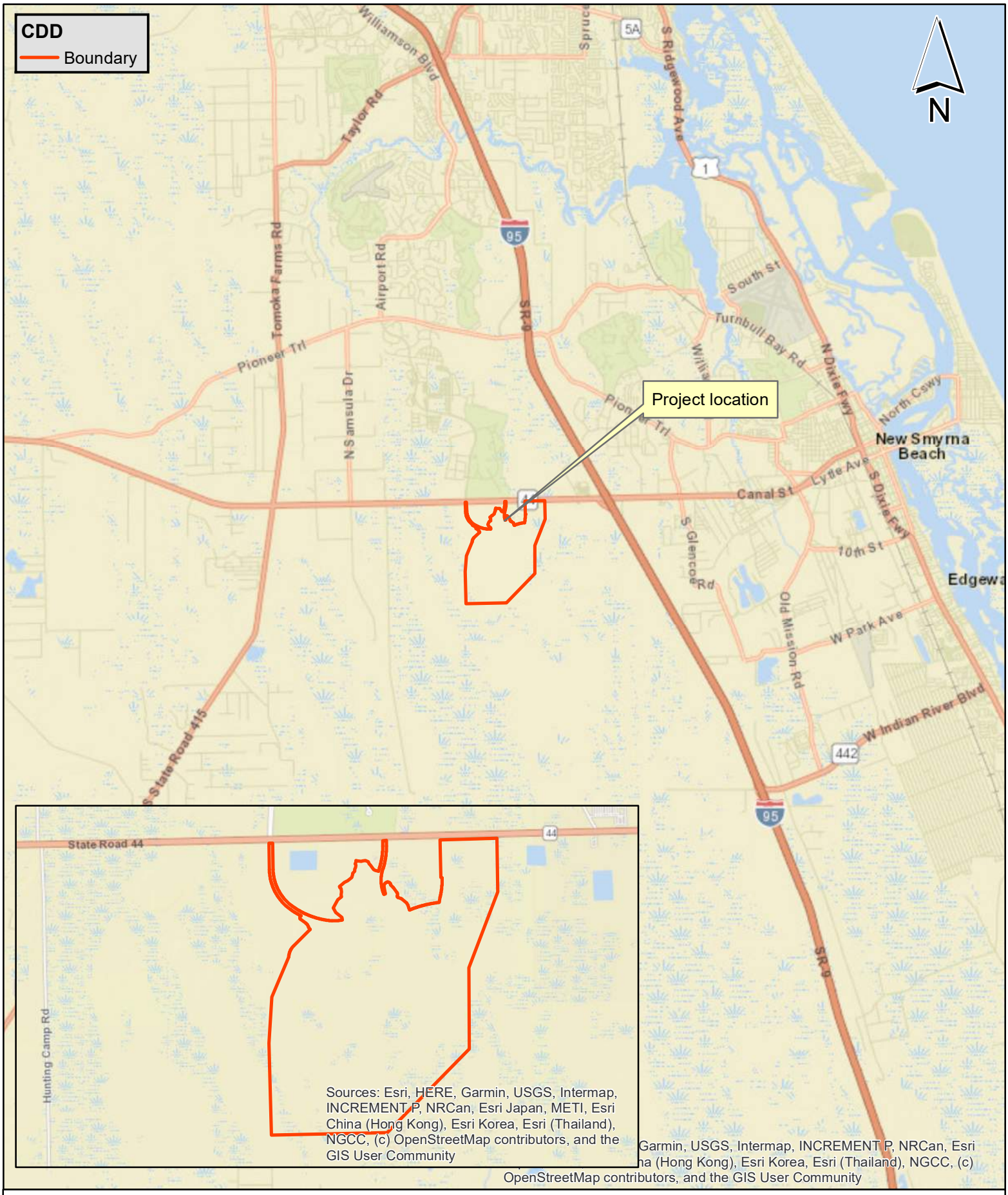
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A - Location Map.pdf
Exhibit B - Phasing Map.pdf
Exhibit C - CDP.pdf
Exhibit D - South Village MDA Recorded 2011.pdf
Exhibit E - Letter of Purpose - South Village NSB CDD signed 9.10.25.pdf
Exhibit F - Financial Review - South Village NSB CDD.pdf

Exhibit G - Petitioner's Sworn Statement Re Florida Statutes 287.133 - South Village NSB CDD.pdf
Exhibit H - Petition to Establish South Village NSB CDD (2025.8.1) - revised 2025.11.25 4934-2211-4648 v.7 (003) 4930-5447-7692 v.3.pdf
Business Impact Estimate - Ord 01-26 South Village NSB CDD.pdf
Ord 01-26 South Village NSB CDD.pdf



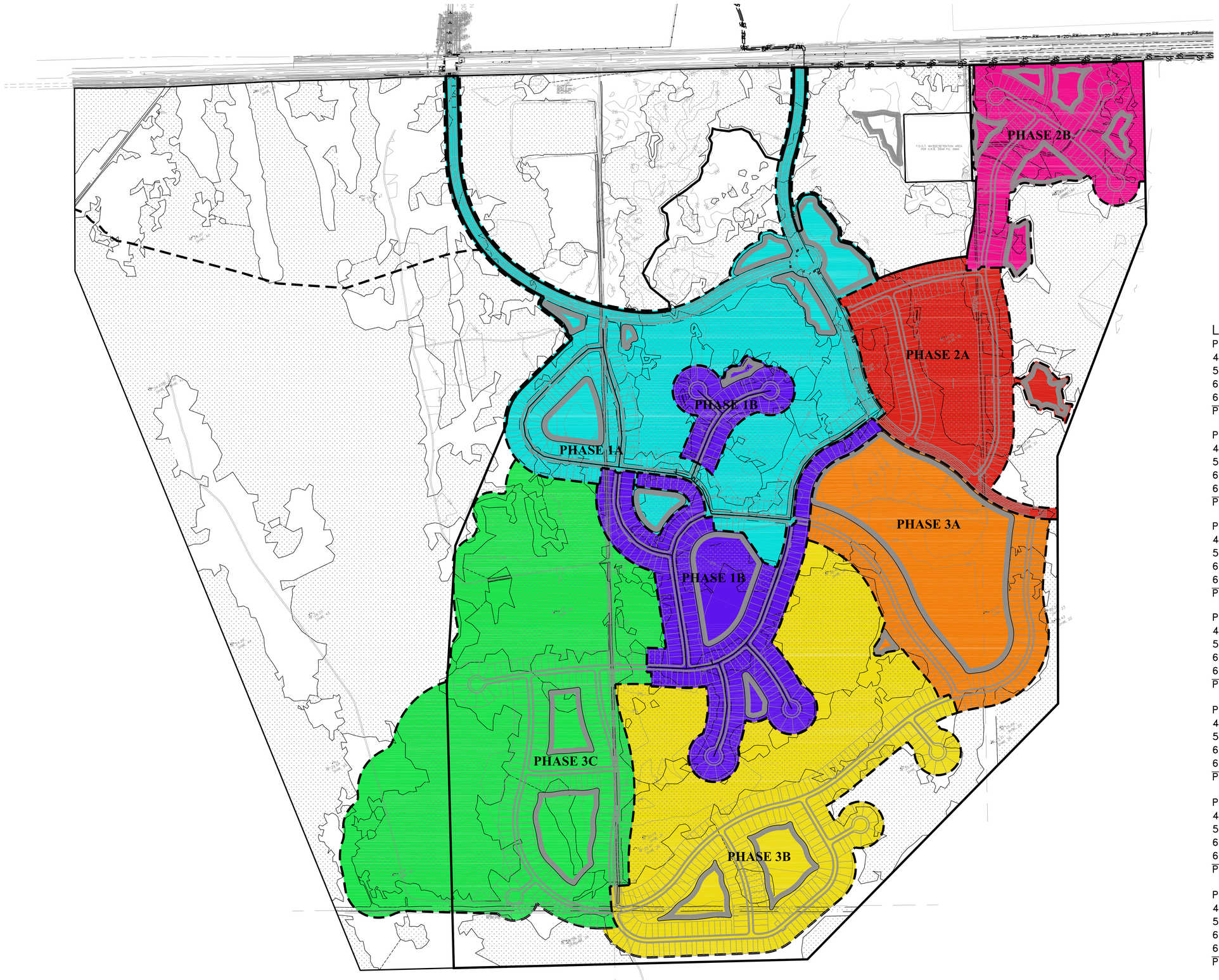
Info:

Date Saved: 3/10/2025 Created by: ghayworth
Path: Z:\PROJECTS\2021\21066 South Village\CDD Map.mxd

10,000 5,000 0 10,000 Feet

Location Map
South Village NSB CDD
New Smyrna Beach, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482 **823**



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SCALE : 1" = 400'

LEGEND:

EXISTING WETLANDS

PROPOSED ASPHALT PAVEMENT

LOT COUNT PER PHASE:

PHASE 1A:	
40' LOT	23
50' LOT	87
60' LOT	40
64' LOT	3
PHASE 1A TOTAL	153

PHASE 1B:	
40' LOT	27
50' LOT	119
60' LOT	97
64' LOT	14
PHASE 1B TOTAL	257

PHASE 2A:	
40' LOT	10
50' LOT	85
60' LOT	42
64' LOT	4
PHASE 2A TOTAL	141

PHASE 2B:	
40' LOT	12
50' LOT	60
60' LOT	38
64' LOT	5
PHASE 2B TOTAL	115

PHASE 3A:	
40' LOT	11
50' LOT	76
60' LOT	44
64' LOT	5
PHASE 3A TOTAL	136

PHASE 3B:	
40' LOT	16
50' LOT	152
60' LOT	81
64' LOT	8
PHASE 3B TOTAL	257

PHASE 3C:	
40' LOT	14
50' LOT	126
60' LOT	69
64' LOT	9
PHASE 3C TOTAL	218

PROJECT TOTAL 1277

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
OWENSBORO BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS

SOUTH VILLAGE PHASE MAP

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 21066
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RH
DRAWING FILE: 21066_PHASE
XREFS: 21066_SURV.DWG
XREFS: 21066_BAS.DWG

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SHEET: 1 OF 1

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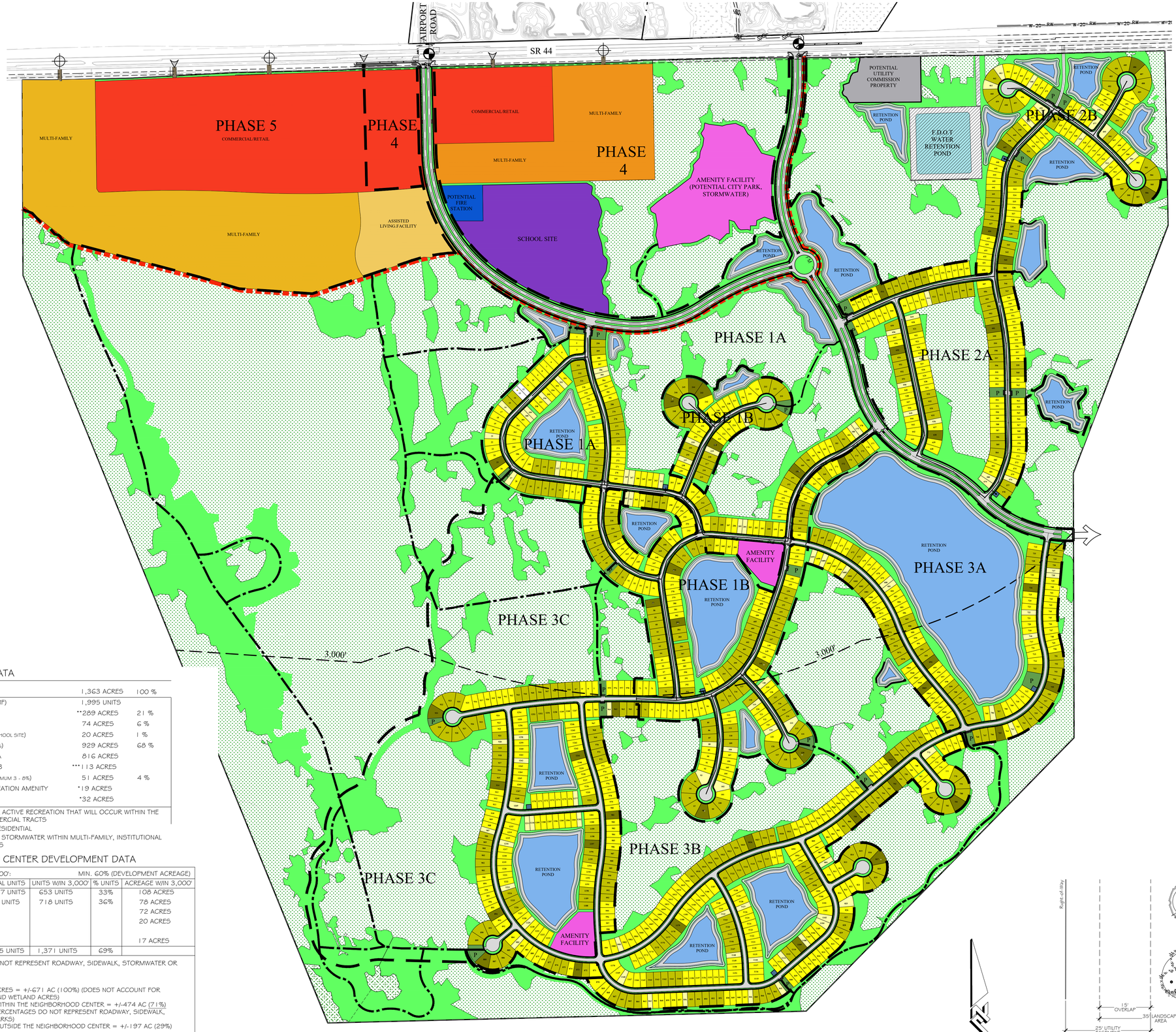

LOT COUNT PER PHASE:

PHASE 1A		PHASE 1B	
40' LOT	17	40' LOT	16
50' LOT	91	50' LOT	126
60' LOT	42	60' LOT	101
64' LOT	3	64' LOT	14
TOTAL PHASE 1A:	153	TOTAL PHASE 1A:	257
PHASE 2A		**PHASE 2B**	
40' LOT	10	40' LOT	12
50' LOT	85	50' LOT	60
60' LOT	42	60' LOT	38
64' LOT	4	64' LOT	5
TOTAL PHASE 1A:	141	TOTAL PHASE 1A:	115
PHASE 3A		**PHASE 3B**	
40' LOT	11	40' LOT	16
50' LOT	76	50' LOT	152
60' LOT	44	60' LOT	81
64' LOT	5	64' LOT	8
TOTAL PHASE 1A:	136	TOTAL PHASE 1A:	257
PHASE 3C			
40' LOT	14		
50' LOT	126		
60' LOT	69		
64' LOT	9		
TOTAL PHASE 1A:	218		

PROJECT TOTAL LOT COUNT: 1,277

LEGEND

- SINGLE FAMILY - LOW DENSITY RESIDENTIAL (40' X 125')
- SINGLE FAMILY - LOW DENSITY RESIDENTIAL (50' X 125')
- SINGLE FAMILY - LOW DENSITY RESIDENTIAL (60' X 125')
- SINGLE FAMILY - LOW DENSITY RESIDENTIAL (64' X 125')
- MULTI-FAMILY
- ASSISTED LIVING FACILITY
- AMENITY FACILITIES
- COMMERCIAL/RETAIL
- INSTITUTIONAL (SCHOOL SITE)
- FIRE STATION
- WETLAND PRESERVATION
- UPLAND PRESERVATION
- PARK AREA
- STORMWATER RETENTION POND
- FDOT RETENTION EASEMENT
- EXISTING FDOT RETENTION POND
- UTILITY COMMISSION PROPERTY
- PROPOSED LIFT STATION
- PEDESTRIAN TRAIL SYSTEM
- NEIGHBORHOOD CENTER LIMITS
- NEIGHBORHOOD CENTER 3,000' BUFFER
- PHASING LINES
- FULL ACCESS / MEDIAN CUT
- PROPOSED DIRECTIONAL MEDIAN OPENING AND DRIVEWAY
- RIGHT-IN / RIGHT-OUT DRIVEWAY

PROJECT SITE DATA

PROJECT AREA:	1,363 ACRES	100 %
RESIDENTIAL UNITS (SF/MF)	1,995 UNITS	
RESIDENTIAL AREA	**289 ACRES	21 %
COMMERCIAL AREA	74 ACRES	6 %
INSTITUTIONAL AREA (SCHOOL SITE)	20 ACRES	1 %
OPEN SPACE (MINIMUM 50%)	929 ACRES	68 %
- PRESERVATION AREA	816 ACRES	
- STORMWATER AREA3	***113 ACRES	
ACTIVE RECREATION (MINIMUM 3 - 8%)	51 ACRES	4 %
- COMMUNITY RECREATION AMENITY	*19 ACRES	
- PARKS AND TRAILS	*32 ACRES	

* DOES NOT ACCOUNT FOR ACTIVE RECREATION THAT WILL OCCUR WITHIN THE MULTI-FAMILY AND COMMERCIAL TRACTS
** INCLUDES MULTIFAMILY RESIDENTIAL
*** DOES NOT ACCOUNT FOR STORMWATER WITHIN MULTI-FAMILY, INSTITUTIONAL AND COMMERCIAL TRACTS

NEIGHBORHOOD CENTER DEVELOPMENT DATA

DEVELOPMENT WITHIN 3,000':			MIN. 60% (DEVELOPMENT ACREAGE)	
USE	TOTAL UNITS	UNITS W/IN 3,000'	% UNITS	ACREAGE W/IN 3,000'
SINGLE FAMILY	1,277 UNITS	653 UNITS	33%	108 ACRES
MULTI-FAMILY	718 UNITS	718 UNITS	36%	78 ACRES
COMMERCIAL USE:				72 ACRES
SCHOOL SITE:				20 ACRES
RECREATION:				
-AMENITY				17 ACRES
TOTAL SF/MF UNITS:	1,995 UNITS	1,371 UNITS	69%	

ABOVE PERCENTAGES DO NOT REPRESENT ROADWAY, SIDEWALK, STORMWATER OR PARKS

DEVELOPMENT ACRES:
-TOTAL DEVELOPMENT ACRES = +/-671 AC (100%) (DOES NOT ACCOUNT FOR PRESERVED UPLANDS AND WETLAND ACRES)
-DEVELOPMENT ACRES WITHIN THE NEIGHBORHOOD CENTER = +/-474 AC (71%) (INCLUDES ABOVE PERCENTAGES DO NOT REPRESENT ROADWAY, SIDEWALK, STORMWATER OR PARKS)
-DEVELOPMENT ACRES OUTSIDE THE NEIGHBORHOOD CENTER = +/-197 AC (29%)

RESIDENTIAL UNITS:
-TOTAL SF/MF RESIDENTIAL UNITS = +/-1,995 UNITS (100%)

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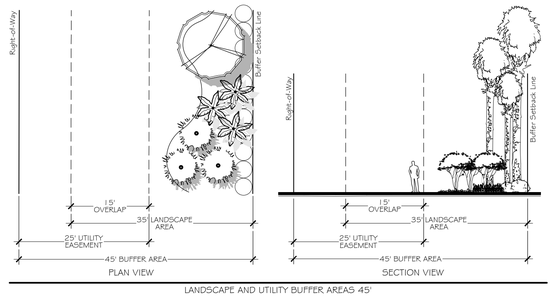
SCALE : 1" = 400'



ZEV COHEN & ASSOCIATES, INC.
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(LC-826)
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB-4539)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1.	6-27-24	SMG	REVISED PER CITY COMMENTS, DATED 5-29-24

SOUTH VILLAGE
FINAL ENGINEERING PLANS
CONCEPTUAL DEVELOPMENT PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 21066
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: MK
DRAWING FILE: 21066_PD12
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

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Book: 6652
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SOUTH VILLAGE PUD

SOUTH VILLAGE PARTNERS, LLC

RESTATED AND AMENDED
MASTER DEVELOPMENT AGREEMENT
PLANNED UNIT DEVELOPMENT AGREEMENT

RESTATED AND AMENDED
SOUTH VILLAGE PARTNERS, LLC
SOUTH VILLAGE
PLANNED UNIT DEVELOPMENT (PUD)
MASTER DEVELOPMENT AGREEMENT (MDA)

The City of New Smyrna Beach, a Florida municipal corporation (the "City"), and SOUTH VILLAGE PARTNERS, LLC, a Florida limited liability company (the "Developer" and "Owner"), hereby covenant and agree, and bind their successors and assigns as follows for the purpose of implementing development of the property shown on Exhibit A and described in Exhibit B subject to this Agreement with Exhibits C through G including the Schematic Development Plan (SDP) as the South Village Planned Unit Development (South Village-PUD) as required by the City's Comprehensive Land Use Plan enacted by New Smyrna Beach, Fla., Ordinance 6-90 (July 6, 1990), and the amendments thereto; and, the Comprehensive Plan Amendment for West New Smyrna Beach which was enacted by City New Smyrna Beach, Fla., Ordinance 64-98 (June 16, 1999) .

1.0 Property.

1.1 The Property, which is subject to this agreement indicated in Exhibit "A" Location Map, and described in the attached Exhibit "B" Legal Description.

2.0 Property Ownership.

2.1 The Property consisting of approximately one thousand three hundred sixty-three (1,363) acres is owned by South Village Partners, LLC.

2.5 Term.

The term of this agreement shall be for thirty (30) years expiring on _____, 2041.

3.0 Comprehensive Plan Consistency.

3.1 This agreement is consistent with the City of New Smyrna Beach's comprehensive plan.

3.2 The parties agree that the intent of this agreement is to provide development standards which allow the design and construction of a development project in the South Village PUD that complies with the City's Comprehensive Land Use Plan requirements.

4.0 PUD Plan

This agreement is a composite of the following documents, drawings and exhibits which shall be read or reviewed together in order to establish the requirements, purpose and intent of the Plan. The documents, drawing and exhibits which collectively shall be referred to and applied as the Plan are the instruments listed in 4.1 through 4.6 which are by reference incorporated herein.

4.1 South Village Planned Unit Development (PUD) Master Development Agreement (MDA).

4.2 Locator Map, which is attached as Exhibit "A".

4.3 Legal Description, which is attached as Exhibit "B".

4.4 Schematic Development Plan (SDP), which is attached as Composite Exhibit "C".

4.5 Lot and Land Use Standards, which are attached as Exhibit "D".

4.6 Roadway Cross Sections, which is attached as Composite Exhibit "E".

5.0 Definition of Terms.

5.1 Best Development Practices. The terms *best development practices* and all references *best practices* shall refer to those development practices described in: Reid Ewing, *Best Development Practices, Doing the Right Thing and Making Money the Same Time* (May 1995).

5.2 City. The City of New Smyrna Beach, a Florida municipal corporation.

5.3 Civic Uses (CIV): Land uses that serve general community and social activities including but not limited to schools, houses of worship and community centers. Civic uses include public buildings and privately managed buildings that limit access to members of homeowners associations and similar civic groups.

5.4 Commercial Uses (COM): Land uses that encompass commercial development such as general retail, personal and professional services, general offices, restaurants and similar commercial activities. Commercial uses shall not include uses specifically restricted by City land development regulations.

5.5 Common Facility. A common facility shall be any facility designated as such by Developer/Owner. Such facilities should include the following facilities, which may be, but shall not be required to be, common facilities:

(1) Stormwater treatment facilities built pursuant to permits issued by the City of New Smyrna Beach and the St. Johns River Water Management District (SJRWMD).

(2) Pedestrian and bike paths not dedicated to a governmental entity.

(3) PUD perimeter edges and buffers or landscaping around interior development within the South Village PUD.

(4) Common open space not dedicated to a governmental entity.

(5) Common recreation facilities not dedicated to a governmental entity.

(6) Such other facilities or areas as Developer/Owner may designate.

5.6 Developer. South Village Partners, LLC, a Florida limited liability company, its successors and/or assigns.

5.7 Master Development Agreement (MDA). The written text of the South Village PUD Agreement setting forth the obligations of the parties to the MDA.

5.8 Land Development Regulations (LDR). Means the Land Development Regulations for the City of New Smyrna Beach adopted by New Smyrna Beach, Fla. Ordinance 1-91 (January 22, 1991) and amendments thereto in effect at the time of approval of this agreement.

5.9 Living Unit, Accessory. A dwelling unit of 450 to 650 square feet that is subordinate to a single-family dwelling and has its own entrance, sleeping and cooking facilities. The term shall include garage apartment.

5.10 Neighborhood Center. A mixed use center with commercial, residential, public and or semi-public uses that serves as the higher intensity core of the overall project. The neighborhood center boundary is shown on the Schematic Development Plan, individual land uses are identified but their final locations may be modified.

5.11 Neighborhood Facility. A facility, improvement or area of land which only serves a particular subdivision, portion of a sub-district or a sub-district and it is designated by the Developer as a Neighborhood Facility.

5.12 Plan. The combination of the MDA and SDP and other exhibits referenced in the MDA, which shall be read jointly to determine the requirements for development of the South Village PUD.

5.13 Park, Community. A park area or recreation facility generally of larger size that is designed and intended to serve more than one neighborhood area. Community parks shall include both passive and active recreation uses or may be limited to either type of use depending on the specific circumstances.

5.14 Park, Neighborhood. A park area, of a minimum of 0.25 acres that is intended to serve the needs of the immediate neighborhood. Neighborhood parks shall contain either passive or active recreation uses and will be developed at an intensity that reflects the close association with residential units.

5.15 Property Owners' Association (POA). A Florida non-profit corporation created by Developer for the purpose of maintaining, repairing and replacing improvements which Developer and Owner have conveyed to the POA. It is anticipated that the Developer will employ the South Village PUD Master Property Owners' Association (MPOA) to manage South Village PUD common facilities and various individual property subdivision or sub-district property owner associations which shall be referred to as [Sub-district or Subdivision] Property Owners' Association ([Subdivision or Sub-district] POA). The MPOA and various POA's shall be entitled to exercise all power and authority granted to them by their incorporator and such additional power as the Developer may consent to being exercised by the POA. The transition of control over the POA and the various sub-district or subdivision POA's from the Developer to the members of the POA and to the members of the various sub-district or subdivision POA's shall occur as mandated in the governing documents for the various associations and as required by applicable Florida law, including but not limited to Chapters 718 and 720 Florida Statutes.

5.16 Residential (RES). A housing type constructed for the purpose of providing space for human habitation. A RES unit may be, but shall not be limited to, a unit of single family, multi-family, townhouse or accessory unit housing.

5.17 Schematic Development Plan (SDP). The plan which graphically illustrates the proposed layout of the development.

6.0 South Village PUD.

6.1 Sub-districts and Related Land Use. The development authorized by the South Village PUD is comprised of two sub-districts, which utilize the full range of allowable land uses. The sub-districts and land uses are as follows:

Table 1
Permitted Districts and Land Uses

6.2 Sub-district	(Land Use) Permitted Use
Neighborhood Center	**Commercial (COM) all types** **Residential (RES) all types**
Residential Neighborhoods	**Residential (RES) all types**

Both districts shall allow WB (water body), OS (open space), CIV (civic), REC (recreation) and PK (park) land use designations.

6.3 Sub-district Regulations

6.3.1 The permitted uses in all of the sub-districts are permitted to have normal and customary accessory uses as allowed by the City's adopted Land Development Regulations (LDR).

6.3.2 The requirements for each sub-district are set out in Exhibit "D", Lot and Land Use Standards, which is attached hereto and incorporated herein by reference.

7.0 Neighborhood Center Focus Commitment.

7.1 South Village is a new community. In order to ensure the development of a neighborhood center meeting the requirements of the comprehensive plan, at the completion of

development of the Property, sixty (60%) percent of the South Village total development shall be located in the neighborhood center and within 3,000 feet of the neighborhood center.

7.2 Commercial uses shall be provided in the Neighborhood Center based on an assumed demand per residential unit located in the South Village-PUD of 125 square feet of commercial floor area per dwelling unit. The "assumed demand" timing shall be subject to confirmation by a market study obtained by the Developer and approved by the City. If the market study demonstrates a lesser ratio than the "assumed demand" of 125 square feet, the Developer and Owner, its successors or assigns, shall be permitted to adjust the level of construction of the commercial area of the development to the levels supported by the market study. For purposes of implementing this provision, documented presales/preleasing, and actual sales, or lack there of, may be used by the Developer as evidence of actual market demand supporting a different demand ratio from the "assumed demand" ratio. If the demand ratio is identified to be non-existent or not economically viable, the parcels identified for commercial development on the SDP may be utilized for residential or other uses, so long as all City and State regulations are met.

7.3 Nothing in this agreement limits the level of commercial development the Owner/Developer may elect to construct on the parcels identified for commercial development on the SDP, so long as the construction of the uses meets all State and City regulations regarding development of commercial property.

8.0 Phasing of Development.

8.1 Development of the property shall be permitted to be done in phases based on the submittal of subdivision plats and/or site plans for specific development areas within the overall project. The specific site plan or plat for the property, or portion thereof, shall be prepared, reviewed and approved as required by the standard procedures applied by the Land Development Regulations to a site plan or plat. This agreement shall not modify or supersede the Land Development Regulations site plan and plat standards and requirements. Phases are identified for purposes of identifying sub-phases of development allowed by the Master Plan. No particular order of development of the phases will be required. Infrastructure plans for each phase will be planned at the commencement of each phase assumed. Phases are generally depicted on the PUD Schematic Development Plan. The final location and number of phases are subject to change. Prior to commencement of a phase the developer of the phase will enter into a Development Agreement for the phase as required by the New Smyrna Beach Utilities Commission (NSBUC).

If available, Developer and Owner will provide re-use water within the South Village PUD by connecting to re-use water lines provided at the property lines by the New Smyrna Beach Utilities Commission. The priority for re-use water application shall be the project common areas as first priority and individual residential units as the second priority. Any installation of re-use water lines shall be preceded by a written agreement with the New Smyrna Beach Utilities Commission, committing to supply sufficient quantities of re-use water to support the intended application.

8.2 The project site has been and will continue to be used for silvicultural purposes. Silvicultural harvesting may occur throughout the PUD until the immediate time for development. All silvicultural activities shall comply with State of Florida Division of Forestry Best Management Practices. The City and the developer/owner mutually agree that bonified agricultural pursuits existing on the property and included within a management plan filed with the St. Johns River Water Management District shall be allowed to continue in operation until such time as the land is converted to urban use in accordance with this development agreement. Individual phases of the project that remain undeveloped will be permitted to remain under sivicultural use until such time that they are developed.

9.0 **Temporary Uses.** Temporary uses allowed by the Land Development Regulations shall be permitted by right within the PUD. Temporary uses (including but not limited to construction trailers, sales offices, temporary signage, etc.) shall be allowed to be placed on site and moved throughout the site. Such temporary facilities and uses may be moved throughout the PUD. Temporary uses shall be moved within thirty (30) days after the issuance of a certificate of occupancy for the final building in each phase of development. The Developer shall not be required to register such uses with the City, but shall obtain permits for temporary uses if normally required by the City.

9.1 Soil removed from the stormwater ponds or wetland creation areas may be used on site. Soil that is excavated or imported may be stockpiled anywhere within the boundaries of the PUD (except the upland buffer, preserved wetland areas) or transported off-site.

9.2 Temporary roads to excavation and stockpile areas are allowable as long as the connection to any paved road is provided with a paved apron to protect the road edge.

9.3 Air curtain incinerators or burn sites may also be located within the project subject to standard city regulations.

9.4 Temporary signage for sales and directional purposes shall be allowed subject to a signage plan approved by the City.

9.5 Sales offices may be allowed within model homes during the period of construction and sales, beginning at any time after approval of the construction drawings for the area in which the sales office is to be located. Temporary sales offices shall be permitted in the PUD until all residential lots are sold. Model homes shall provide parking to accommodate the model home and sales office, if applicable. Parking may be provided in the driveway of the model home or within temporary parking areas that may be located within a tract or platted lot. Parking for model homes must be outside the right of way. The parking area shall be stabilized with materials such as mulch, coquina, crushed stone, gravel, concrete, pavers or asphalt, in a manner acceptable to the City. Model home banks may be established such that all model homes allowed within a district may be located in a single defined area, and certificates of completion may be issued with or without driveways.

9.6 Model home construction prior to plat recording shall only be allowed upon compliance with the following requirements

9.6.1 Provisions for fire protection, including testing and approval of the water system by the Florida Department of Environmental Protection (FDEP).

9.6.2 Construction of access roads to the model home sites prior to building permit issuance, to the extent necessary to allow sufficient access by city inspection vehicles.

9.6.3 Permanent utility connections cannot be made until the sanitary sewer system has been completed and certified to FDEP.

10.0 Density Limits.

10.1 *Accessory Living Units:* Accessory living units to single-family residences are permitted within the all neighborhoods and are not to be counted against the density limit.

10.2 *Transfer of Development Rights:* Owners of contiguous lands not requiring the maximum allowable density may sell or transfer their excess unit counts to the developers within the neighborhood center. Owners of the contiguous lands shall provide written authorization of transfer of units.

11.0 Density Limitation Commitment and Bonus Request.

11.1 The Developer and Owner commit to a net project density, which shall not exceed 1.5 non-bonus housing units per acre. The intended non-bonus project size is one thousand nine hundred and ninety-five units (1,995) as specified in the comprehensive plan approval, and the total of non-bonus and bonus units constructed in the project shall not exceed the applicable Development of Regional Impact threshold.

11.2 Developer and Owner hereby elect to exercise their right to "bonus" housing units. Accordingly, Developer and Owner shall be permitted to develop, at their sole option, any or all of the following "bonus" units.

11.2.1 Accessory living units as part of single-family living units located on an individual single-family lot in all neighborhoods.

11.2.2 For every above ground floor unit provided, an additional unit shall be permitted within the neighborhood center.

11.2.3 Adult Living Facility (ALF) units as part of a life cycle housing program.

11.2.4 Living units associated with civic uses.

11.2.5 Housing units targeted for occupancy as part of a program to provide housing with specific income limitations.

12.0 Signage.

12.1 General Provisions. The design intent of residential signage is to ensure adequate means of communication through signage while maintaining the attractive visual appearance within South Village PUD. Signage shall include overall project signage including wayfinding signage; residential and commercial neighborhood signage; individual business signage; temporary marketing signage; and other signage required by city code including but not limited to street signs, street addresses and similar signage. An architectural feature may be incorporated into overall project signage and residential and commercial neighborhood signage. Walls, architectural icons, water features, landforms, landscaping or other effects which announce and signify arrival are not considered signs. Only the portion of an entry feature containing words or logos shall be considered signs Any PUD architectural guidelines and standards for the development, covenants, conditions and restrictions regarding signage shall be administered by the Developer and/or CDD/POA. Non-

specific repetitive decorative elements and/or logos shall not be considered signage, provided such signs do not advertise a specific product.

12.2 Overall Project Signage. Overall project signage identifies the overall development and shall include project identification signage, wayfinding signage and other signage that identifies the project as a whole and provides guidance and direction to and within the project.

12.2.1 Gateway Signage and Entrance Features: Wall signage located at the primary entrances to South Village PUD shall have a maximum height of 10' with a maximum signage area of 160 square feet (s.f.). The primary entrances are at the intersection of project access roads and SR 44 and at the connector road extension to Williamson Boulevard. A maximum of two gateway signs meeting these standards shall be permitted for each entrance. An entrance or directional feature may be designed in conjunction with the entrance signage or it may occur separately. The entrance feature shall have a maximum height of 35'. If only one sign is used, seventy-five percent (75%) of the total square footage allowance for both signs may be utilized within the copy area of the single sign.

12.2.2 Wayfinding Signs. Wayfinding signs are permanent signs that direct auto and pedestrian traffic within the South Village PUD. These signs may be monument or pedestal signs that are not associated with a particular parcel, amenity or lot, but rather direct people to locations of several such uses. These signs are supplemental to, and not inclusive of, any and all public signs. Wayfinding Signs may be located in the right-of-way. Wayfinding Signs shall be setback at least four (4) feet from the back of any street curb and four (4) feet from any property

line in residential districts, and shall not hinder safe automobile or pedestrian visibility. There is no limit to the number of Wayfinding Signs within South Village. Individual signs must be separated by at least two hundred (200) linear feet. The maximum Advertising Display Area (ADA) shall be twenty (20) square feet and the maximum height shall be ten (10) feet. Wayfinding signs shall conform to an overall design approved by the City.

12.2.3 Banners. Banners shall be permitted as temporary or permanent decorative elements and may be used as signage in addition to other signage allowances. Banners may be located on individual poles, light poles, or other architectural or streetscape element. Banners may bear the logo of the development, or seasonal or event logo as decorative elements, or messages of public information. Banners may carry sponsors' names in conjunction with special events. Banners shall not be considered signage. There shall be no limit on the number of banners or flags allowed per parcel. Temporary banners may span privately owned streets as long as a minimum vertical clearance of eighteen (18) feet is maintained above vehicular use areas and a minimum vertical clearance of ten (10) feet is maintained above pedestrian use areas.

12.2.4 Other General Project Signage: Pursuant to the standards described herein, the following signage shall be permitted in the right-of-way: decorative traffic, directional, and informational signs including but not limited to speed limit signs, stop signs, street identification signs and other standard traffic management signage. Any signage located within the right-of-way that contains design elements beyond standard City and FDOT specifications shall be maintained by the Developer, a Property Owner's Association ("POA"), or a Community Development District ("CDD"), as applicable. The Developer, CDD and/or POA shall be

responsible for any signage and associated landscaping, lighting and/or decorative hardscape elements that may be located within public rights-of-way.

12.3 Residential and Commercial Neighborhood Signage: Residential and commercial neighborhood signage is general signage intended to identify individual neighborhoods within the overall project, and includes individual development identification of multifamily housing projects as well.

12.3.1 Neighborhood Signage Signage located at the entrances to individual neighborhoods shall have a maximum height of 12' and a maximum signage area of 100 square feet (s.f.). A maximum of two (2) signs meeting the requirements listed above shall be permitted per subdivision entranceway. If only one sign is used, seventy-five percent (75%) of the total square footage allowance for both signs may be utilized within the copy area of the single sign.

12.3.2 Multiple-Family Complex Sign. Multi-family complex signs denote the name of the multiple-family complex and may include the name of the developer or the property management company. These signs may be incorporated into a wall, fence or other structure. These signs may be located within a median provided such tract is not a part of public right-of-way. They may be lighted or externally illuminated and shall be landscaped. Each multiple-family complex may have a Multiple-Family Complex Sign at each entry/egress point to their respective community that is no more than ten (10) feet in height with a maximum ADA of thirty-two (32) square feet each.

12.4 Individual Business Development Signage: Signage for multi-tenant commercial developments and individual businesses within multi-tenant commercial developments and stand-alone businesses shall be allowed signage as permitted by the City of New Smyrna Beach sign

regulations. Freestanding business signs and multi-tenant project signs shall be ground signs and shall be accompanied by a surrounding landscaped area.

12.5 Temporary Marketing Signage: Temporary marketing signage includes banners and other signs of a temporary nature that advertise product for sale and provide directions to sales centers, model homes, open houses and similar destinations and may include:

12.5.1 Parcel Construction Signs. Temporary signs that denote the owner, architect, contractor name, lot number, financial institution, general contractor, subcontractors for a parcel. One (1) primary sign may be displayed for each development parcel. Such signs shall not be installed sooner than thirty (30) days prior to construction and shall be removed within thirty (30) days after completion of the project. The Primary signs may not exceed eight (8) feet in height and may have up to thirty-two (32) square feet of ADA.

12.5.2 Community Real Estate Sign. Temporary signs located at the entry/egress point(s) of residential developments under construction and/or which have units for sale, rent or lease. These signs may display the name of the community, price range, name of the builder, and appropriate contact information (e.g. name, phone, office location). The signs shall be removed within ten (10) days of all of the lots or units being sold. Each new residential community may have a Community Real Estate Sign at each entry/egress point to their respective community that is no more than ten (10) feet in height with a maximum ADA of sixty-four (64) square feet each.

12.5.3 Residential Real Estate Sign. Signs identifying lots for sale shall be located on the lot for sale and only one sign per lot is permitted. The signs shall conform to city requirements for real estate signs and must be removed within thirty (30) days of closing of a

contract on the property.

12.5.4 "Open House" signs, banners, seasonal or holiday signs, memorial signs, and any other temporary sign not listed herein shall conform to the standards established in the Land Development Code.

13.0 Covenants, Restrictions and Property Owner Associations.

13.1 Covenants and restrictions to govern architectural controls within the PUD shall be consistent with this agreement, and shall be recorded in the Public Records of Volusia County, Florida. The Developer may create a Florida non-profit corporation to serve as a Master Property Owners Association (MPOA) to enforce the master covenants and restrictions, to conduct architectural review and approval of buildings planned for construction in the PUD, and to assure continued compliance with covenants and restrictions imposed by the various permitting agencies, including but not limited to, the St. Johns River Water Management District (SJRWMD), the U.S. Fish and Wildlife Service (USFWS), the Army Corp of Engineers (ACOE) and the Florida Department of Environmental Protection (FDEP).

13.2 The Developer may, at its option, create neighborhood or subdivision property owners' associations (POA's) for the purpose of maintaining private, non-common facilities within the subdivision described by the covenants and restrictions created and recorded by Developer. As an example, if Developer elected to create a gated subdivision with private streets, the gated area, streets and street lights as well as all facilities particular to the subdivision which would only serve a particular subdivision and thus be "non-common" facilities the Developer could opt to create a subdivision POA to care for and maintain the "non-common" facilities particular to a subdivision.

13.3 The Developer may, at his option, create a community development district (CDD) pursuant to Florida Statutes Chapter 190 or other special taxing or assessment district allowed by Florida law implemented be either the Developer or the City. The Developer may at its option delegate and/or assign to such CDD, special taxing district or assessment district any of the rights and obligations of the MPOA (as defined herein), and POA (as defined herein) or any of the Developer's other rights and obligations set forth in the agreement subject to applicable law.

14.0 Recreation and Open Space.

14.1 Open Space: Required open space for the project shall include environmentally sensitive areas, natural and man-made lakes, required upland buffers, natural areas used as edges, scenic setbacks used as edges, parks and recreation areas, golf courses and area-wide trail corridors, but not building setbacks and shall account for a minimum of 50% of the land area.

14.2 Public Realm: Required open space for public uses and gathering places such as community amenity buildings, parks of all types (active, passive and resource based), and neighborhood squares, greens or commons, but not neighborhood edges, trails, wetlands, or environmental systems corridors, shall account for between a minimum 3% and a maximum 8% of the neighborhood area. Therefore, meeting the required minimum square footage per dwelling unit.

14.3 Buffers: A 35-foot landscaped buffer shall be provided along the SR 44 frontage in combination with the 25-foot utility easement required by the City of New Smyrna Beach Utilities Commission. The buffer and easement areas may overlap to the extent permitted by City's Land Development Regulations. The landscaped buffer shall not be required in areas where the SR 44

frontage consists of natural areas and preserved areas. Buffers shall be provided along the frontage of manmade lakes in a manner that incorporates the lake as an element of the overall buffer design.

15.0 Civic Use Commitment.

15.1 Lands, designated for civic use are lands that may be owned publicly or privately but they shall be designated to serve the community by providing a designated site or sites as follows:

15.1.1 A public realm civic community site or combination of sites with an area of three hundred (300) square feet of land area multiplied by the total number of non-bonus residential units in the South Village PUD. It is anticipated that the public realm community site or sites will be a South Village PUD common facility; **or**

15.1.2 A ± twenty (20) acre site which shall be located in the South Village PUD to serve as a school site. If the designated site is not acquired by the School Board of Volusia County under terms of an agreement between the School Board and the Developer, Developer may elect, at its sole discretion, to develop the site for any uses permitted within the Neighborhood Center district. In addition, the Developer agrees to accommodate storm water and compensatory storage areas from the school site at a site other than the designated school site, in the event the School Board of Volusia County and the Developer reach agreement on the terms of the School Board's acquisition of the school site. The Developer and the City recognize that discussions have occurred between the Developer and the School Board and the Developer and City desire that the design of any school constructed on the school site will blend with the neighborhood architectural theme and include a level of design detail that is equivalent to other schools constructed by the District including New Smyrna High School and Mainland High School. The Developer further agrees that

if construction of recreational fields such as baseball, soccer and football is contemplated, the Developer will first consider a joint use location at the school site based on site designs jointly agreed by the Developer and School Board and approved by the City.

15.1.3 Should the School Board purchase the school site and later determine to sell the sites, the City agrees that the design standards as presented in this agreement will be applied to subsequent development of the site.

15.1.4 A neighborhood meeting hall/community center shall be located within the neighborhood center as part of the project amenity area. The neighborhood meeting hall/community center shall be built by Developer and it may be counted toward completion of Developer's requirement toward the option of provision of public realm civic community sites established by Paragraph 16.1.1.

16.0 Wetlands and Preserved Areas.

16.1 Wetlands and preserved areas are designated generally on the master development plan and more specifically in the Army Corps of Engineers and St. Johns River Water Management District permits. Wetlands and preserved areas are deemed to include the fifteen (15%) percent tree protection requirement and shall be considered to be qualified areas to meet tree replacement requirements. The wetlands and preserved areas shall meet the following requirements:

16.1.1 For non-impacted isolated wetlands that are not located in areas used for restoration and enhancement, an average twenty-five (25') upland buffer (15 foot minimum) will be established.

16.1.2 An average twenty-five (25') upland buffer shall be provided adjacent to

contiguous wetlands. The average upland buffer shall not be less than 15 feet in any areas, except in areas such as road and utility crossings. Buffer areas may be adjusted on construction plans, provided the average upland buffer requirement is not reduced.

16.1.3 Any crossings of roads and utilities shall be located, designed and constructed to minimize impacts.

16.1.4 Mitigation shall be done in accordance with the plans approved by the St Johns River Water Management District if required by the approved plans.

17.0 Roadway and Path Circulation System.

17.1 The SDP identifies and/or illustrates a system of interconnected roadways and paths. The purpose of the roadways and paths is to allow circulation of vehicular, pedestrian and bicycle traffic including golf carts and electric vehicles, internally and externally, to the South Village PUD.

17.2 Developer/Owner shall be entitled to all impact fee and mitigation credit (if any), which may be occasioned, by Developer's creation, conveyance or designation of a roadway or pathway.

17.3 Street connectivity: Connectivity between phases within the project and contiguous developments shall be required and specific connections are provided.

17.4 Streets located within the South Village PUD shall be organized into a hierarchy as identified in 17.4.1 through 17.4.5 and as illustrated on the SDP. The roadways shall utilize the cross sections illustrated by Composite Exhibit D.

17.4.1 Minor Collector Boulevard or Road

17.4.2 Neighborhood Local Street

17.4.3 Rear Lane Alley

17.4.4 Pedestrian/Bicycle Pathway

17.4.5 Cul-de-sac Length: Cul-de-sacs may not be permitted to exceed the maximum length of one thousand (1,000') feet allowed by the LDR, unless alternate means of secondary/emergency access are provided.

17.5 Street lighting shall be installed along the various roadway types pursuant to a lighting plan submitted by Developer. Lighting fixtures shall be compatible with the design theme of the development or specific neighborhood they are provided for.

17.5.1 Collector and neighborhood streets have lighting space in a staggered, alternating pattern with lights approximately three hundred (300') feet apart on center (e.g., lights on the same side of the street will be approximately six hundred (600') apart). Lighting standards shall be a minimum height of fourteen (14') feet. Spacing standards may be modified in order to promote highway safety in accord with good lighting design.

17.5.2 Pathways, where they are not adequately lit by adjacent collector, neighborhood center lighting standards, shall be lit by walk lights which shall have a maximum height of twelve (12') feet and they shall be spaced a maximum of one hundred (300') feet apart on center. The walk lights may all be placed on one side of the pathway and may be reduced to a minimum height of four (4') feet. Spacing of walk lights below the twelve (12') foot height maximum shall be determined at the time of plat or site plan review and approval.

17.5.3 Lighting Design: Lighting fixtures shall be compatible and consistent with the architectural style of the sub-district in which they are placed.

17.5.4 Spacing Adjustments: Minor adjustments for spacing are permitted for dealing with driveways and other features.

17.6 Roadways. Local roads may be constructed with one lift or two lifts of asphalt. Permanent certificates of occupancy for structures abutting such roads may be issued prior to the last lift of asphalt being installed as long as a performance bond is provided for the finishing roadwork. The second lift must be completed within two years after the first certificate of occupancy is obtained. Prior to application of the second lift of asphalt, affected homeowners shall be notified via electronic communication or U.S. mail. This provision does not apply to collector or arterial roads that will be conveyed to Volusia County or the City.

17.6.1 Neighborhood streets, including collectors may use traffic calming design standards to include, but not be limited to, the installation of traffic circles, narrow travel lanes, the installation of sidewalks, and street trees.

17.6.2 Portions of the interior roadway system may remain private, may be conveyed to a CDD, or may be proposed for dedication to Volusia County or the City. The Developer, CDD, or POA will enter into a hold-harmless agreement with the County or City for maintenance of roads and any landscape or hardscaped improvements located within public rights-of-way. There may be private roads and gated subdivisions in selected portions of the project. Gating will not affect the interconnectivity of the trail system.

17.6.3 Roundabouts will be permitted throughout the PUD.

17.6.4 Parking facilities, including those facilities providing required parking, may be shared regardless of the use that they serve.

17.6.5 Sidewalks and/or bicycle paths will be required on both sides of roadways.

17.6.6 The main entry loop road connects the various development parcels to each other and disburses traffic through multiple connections and allowing internal circulation. Until total completion of the main entry road, temporary cul-de-sacs or T-intersections may be provided which must have minimum pavement radii of forth (40) feet with the pavement design for the cul-de-sac bulb consistent with the roadway.

17.6.7 Access to the Development from SR 44 shall be as generally depicted on the Schematic Development Plan. Final locations of access points shall meet all FDOT requirements.

17.6.8 Sidewalks shall be constructed only next to final roadway location, and no temporary sidewalks shall be built. Construction of all sidewalks adjacent to individually platted lots or commercial buildings shall be performed concurrently with, and shall not be required in advance of the construction of the residences for a given lot or the adjacent commercial building. No sidewalks shall be required in alleys. All sidewalks and multi-use paths may meander throughout the right-of-way and may cross into adjacent parcels, provided an acceptable easement is provided.

17.6.9 Traffic Calming. Techniques such as horizontal deflections, road narrowing, pavers, central islands, entry or gateway treatments, roundabouts, textured pavement, and other similar treatments are encouraged in appropriate locations subject to approval by the City. Roundabouts and/or traffic circles shall be allowed as an alternative to signalization. All roundabouts shall conform to U.S. Department of Transportation Federal Highway Administration

Publication No. FHWA-RD-00-067 standards and criteria. Any deviations may be approved by the City.

18.0 Commercial Architectural Design Standards: All non-residential 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 LDC relating to architectural standards. All of the following requirements shall be met within the Property:

18.1 All buildings and accessory structures within a Commercial development parcel 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 so as to allow structures to be complementary to one another. Architectural themes may vary between separate development parcels.

18.2 All structures shall compliment 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.

18.3 Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

18.4 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.

18.5 No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

19.0 Public Realm Street Trees

19.1 Incorporation: Trees shall be incorporated into the design of each street built within the South Village PUD.

19.2 Street Tree Design: Street trees shall form a continuous, predictable border, reinforcing the function of a street as a public space and meet the following standards:

19.2.1 *General:* Trees shall be incorporated into every street, planted in straight lines, between the sidewalk and the curb.

19.2.2 *Tree Types:* Durable trees, such as oaks, shall be predominantly used. Only one type of tree shall be placed on both sides of residential streets, in one block.

19.2.3 *Collector Streets:* Plant street trees in staggered rows, at a maximum of fifty (50') foot intervals on center.

19.2.4 *Local Streets:* Plant street trees at a maximum of forty (40') foot intervals on center on both sides of the street.

19.2.5 *Neighborhood Center Commercial Streets*: Plant trees at thirty (30') to forty (40') feet on center on each side of the street. Palms may be used in lieu of shade trees at the same spacing along the Neighborhood Center Commercial Street only.

19.2.6 *State and County Roads*: Trees planted on State and County road right-of-way shall conform to the design standards of the managing agency.

19.2.7 *Size:* Street trees shall be a minimum of three (3") inch caliper (six (6") inches above ground) with a six (6') feet clear trunk and an eight (8') feet spread when planted. Container grown oak trees may be used to replace the standard tree requirement provided the following

minimum specifications are met; Trees shall have a minimum size of ten to twelve (10'-12') feet height with four to five (4-5') foot spread and a minimum two (2") inch caliper and 30 gallon.

19.2.8 *Spacing Adjustments:* Adjustments for spacing are permitted to deal with driveways and other features within the subdivision that interrupt the spacing pattern.

20.0 Storm water Management Standards.

20.1 Design Standards: The PUD shall be served by a well-designed, master stormwater management system as follows:

20.1.1 *Concept:* The design concept is to utilize and enhance natural drainage systems, simulate natural systems in man-made structures, and utilize the following guidelines:

20.1.2 *Integration:* Integrate the man made system into natural systems.

20.1.3 *Water Detention:* Stormwater facilities shall be designed as wet detention where site conditions allow.

20.2 Master Plan: A Master Stormwater Management Plan shall be submitted meeting City and St. John River Water Management District requirements. Minimum stormwater design shall be for a one hundred (100) year three (3) day storm event.

20.3 Natural and Man-Made Water Bodies: Lakes including man-made lakes, which also serve stormwater functions, shall be considered community amenities and meet the following requirements:

20.3.1 The water body shall be incorporated into the design of the pedestrian and bike paths where pedestrian and bike path plans locate these facilities adjacent to water bodies. Parks

shall be located with frontage on these water bodies where parks are proposed or can be logically placed adjacent to water bodies.

20.3.2 Man-made lakes and ponds shall be designed to mimic natural water bodies when feasible, so as to look as natural as possible. Littoral zone tree plantings may be clustered but must be provided at an average 100' on center.

21.0 Standard Site Plan and Plat Procedures.

The specific site plan or plat for the Property, or portion thereof, shall be prepared, reviewed and approved as required by the standard procedures applied by the LDR's to a site plan or plat. This Agreement shall not modify or supersede the LDR site plan and plat standards and requirements.

22.0 Water, Sewer, Reuse and Electrical Service.

The City of New Smyrna Beach is governed by a City Commission and a Utilities Commission (Utilities Commission). The City Commission is a signatory to this agreement. The Utilities Commission is not. The jurisdiction of the City Commission applies to permitable land use, subdivision of land and aesthetic characteristics of surface development. The Utilities Commission jurisdiction in the City applies to the provision of water, sewer, reuse water and electric utilities. The parties hereto agree that the rules of the City Commission for land use and development as set out in the City Comprehensive Plan and the City Land Development Code shall control the surface development of land. The parties hereto agree that the lawfully enacted rules and Agreements of the Utilities Commission for water, sewer, reuse water and electrical utility construction shall control the design, installation and extension of central water, wastewater, reuse water and electrical systems built within the Utilities Commission jurisdiction.

The parties hereto agree that public utilities consisting of central water, wastewater, reuse water and electrical systems for the Property or portion thereof and any applicable off-site infrastructure shall be obtained from the Utilities Commission and shall be applied for, built, and conveyed in accordance with the lawfully enacted Utilities Commission rules and regulations, requirements, tariffs, policies, and Agreements prevailing at the time of Developer's requested approval of a Utilities Commission Agreement(s) from the Utilities Commission.

23.0 Amendments.

23.1 Substantive amendments to this agreement shall not be effective unless in writing and signed by the respective parties to this agreement. The owners of all property to which an amendment applies shall be authorized to execute an amendment to this agreement on the Developer's behalf; provided, however, that if the amendment involves more than one (1) lot or parcel and a property owner's association having jurisdiction over the lot is established in accord with this agreement, the association must also execute such amendment for it to be effective. Before amendment of this agreement, the City shall conduct public hearings as required by the City's LDR for a zoning amendment.

23.2 Minor deviations to the approved agreement shall be permitted subject to staff review and without public hearing. A minor deviation shall be a deviation from the Plan which has no substantive effect on the overall goals, purpose and objectives of the Plan. Generally, a minor deviation would be a change which is (a) not in conflict with the requirements adopted as part of the Plan or (b) not in conflict with any City ordinance or regulation not superseded by the terms of the

Plan and exhibits adopted as a part of the Plan. Examples of a minor deviation would include, but not be limited to, the following changes:

i. Changes in the size or placement of land uses within the neighborhood center or residential neighborhoods excluding additional use not designated as allowable in the neighborhood.

ii. Changes in the alignment of a road or path to accommodate sound planning and engineering principles.

iii. Realignment of a PUD edge or neighborhood boundary to accommodate site constraints or sound planning and engineering principles.

iv. Other changes which are similar to the changes described above as to their lack of substantive impact on the goals, purpose and objective of the Plan.

23.3 The City's Development Services Director shall determine whether a proposed deviation from the plan is minor or substantive change. If the Development Services Director determines the proposed deviation is minor, the Development Services Director shall authorize the deviation by approving it in writing. The approval may be in the form of a letter. If the deviation is substantive, the procedure set out in Paragraph 23.1 above shall be followed in order for the change to be approved.

24.0 Conformance with the Laws.

The Developer agrees:

24.1. To develop the property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.

24.2. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development or approved development phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Developer's successors in title will be bound by the Developer's commitments made in this Agreement.

24.3. To comply with all city codes and ordinances not inconsistent with the Plan for the property.

24.4 To comply with the proportionate share program for roadway improvements that are demonstrated to be applicable to this project in accordance with the proportionate share program.

25.0 **Enforceability.**

If any provision of this MDA is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this Agreement unless the holding so states.

26.0 Prior Agreements.

This Master Development Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the Property. Any and all prior agreements between the parties are superseded by this Master Development Agreement.

27.0 Agreement to Run With the Land.

The terms and provisions of this MDA shall run with the land and inure to the benefit and burden of the Developer, the Owner and their successors and assigns.

28.0 Interpretation.

28.1 This MDA shall be interpreted to fulfill its purpose and intent. The parties agree that all parties have participated in the drafting of this MDA. Therefore, the rule of construing ambiguities of an agreement against the drafter of the document shall not apply.

28.2 In the event of a conflict between the text of this MDA and the exhibits adopted as a part of the Plan, the most restrictive requirement, as established by either the MDA or Exhibits shall apply.

28.3 Words or terms used in the text of this MDA shall be given the meaning set out by the definitions set out in Section 5.0 of this Agreement. If a word or term is not defined in Section 5.0 of this Agreement and the word or term is defined by the LDR the meaning given to the word or term by the LDR shall apply. Words or terms not defined by this Agreement or the LDR shall be given their plain and ordinary meaning.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this 7th day of November, 2011.

Signed, sealed and delivered
in the presence of:

Barbara Billings
Witness 1

Barbara Billings
Print Name of Witness 1

Claudia Rogers
Witness 2

Claudia Rogers
Print Name of Witness 2

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

By: Adam Barringer
Mayor

Attest:

By: Johnny L. Bledsoe
City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7th day of November, 2011, by Adam Barringer, Johnny L. Bledsoe, Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Sandy Winkler
Notary: Type, Print or Stamp Name
My commission expires:

SANDY WINKLER
MY COMMISSION # EE 083572
EXPIRES: August 13, 2015
Bonded Thru Notary Public Underwriters

SOUTH VILLAGE PARTNERS, LLC

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By:
Printed Name: J. Scott, trustee
Its: Brian Campbell 2010 Revocable Living Trust, Manager-Member
Date: 10/20/11

STATE OF FLORIDA
COUNTY OF ~~VOLUSIA~~ MIAMI-DADE

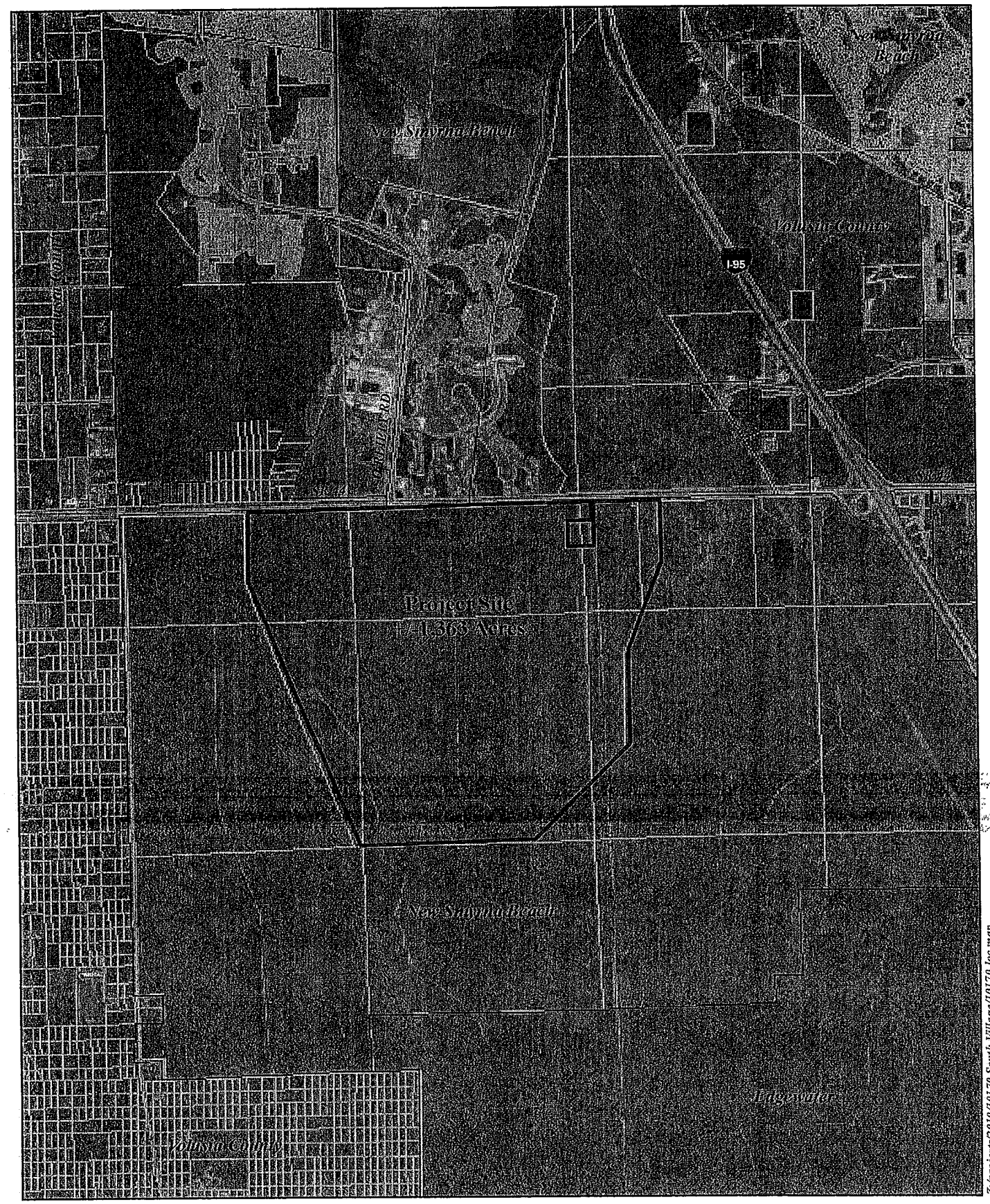
The foregoing instrument was acknowledged before me this 20th day of October, 2011, by Brian S. Campbell, as manager-member of SOUTH VILLAGE PARTNERS, LLC. He is personally known to me or has produced _____ as identification and did not take an oath.

MARIA A. CANALES
MY COMMISSION EXPIRES
November 6, 2011
#DD 722165
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Maria A Canales
Notary: Type, Print or Stamp Name
My commission expires: 11-6-2015

EXHIBIT A
LOCATOR MAP

Instrument# 2011-196037 # 37
Book: 6652
Page: 2788

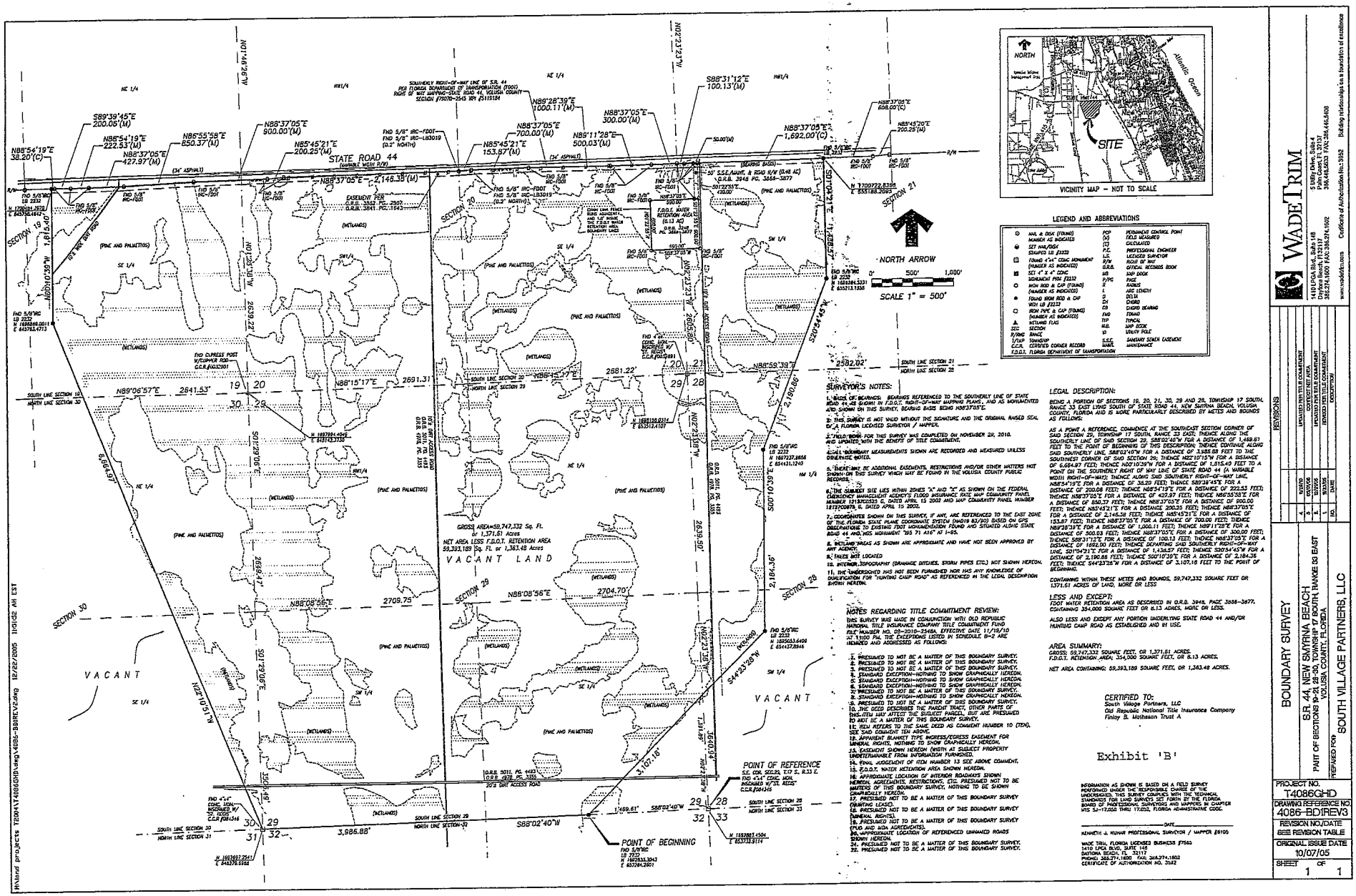


Z:/projects/2010/10170 South Village/10170-loc map

General Location Map
Exhibit 'A'

ZEVCOHEN & ASSOCIATES INC

Instrument# 2011-196037 # 38
Book: 6652
Page: 2789


STATE ROAD 44
(VARIABLE WIDTH R/W)
SOUTHERLY RIGHT-OF-WAY LINE OF SR 44
PER FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
RIGHT OF WAY MAPPING-STATE ROAD 44, VOLUSIA COUNTY
SECTION 79010-2545 DEF 2519104
N88°37'05"E 2,148.38'(M)
N88°37'05"E 1,692.00'(C)
N88°37'05"E 608.00'(C)
N85°45'20"E 200.25'(M)
N88°54'19"E 38.20'(C)
S89°39'45"E 200.08'(M)
N86°54'19"E 222.53'(M)
N86°55'58"E 850.37'(M)
N88°37'05"E 427.97'(M)
N88°37'05"E 900.00'(M)
N85°45'21"E 200.25'(M)
N85°45'21"E 153.67'(M)
N88°37'05"E 700.00'(M)
N89°28'39"E 1000.11'(M)
N89°11'28"E 500.03'(M)
N88°37'05"E 300.00'(M)
S88°31'12"E 100.13'(M)
N00°10'39"W 1,814.40'
N00°10'39"W 2639.22'
N00°10'39"W 2639.22'
N00°10'39"W 2639.22



LEGEND

- SINGLE FAMILY - LOW DENSITY RESIDENTIAL
- MULTI-FAMILY - HIGH / MEDIUM DENSITY RESIDENTIAL
- ASSISTED LIVING FACILITY (A.L.F)
- COMMUNITY RECREATION AMENITY AREA
- COMMERCIAL
- INSTITUTIONAL (SCHOOL SITE)
- WETLAND PRESERVATION
- UPLAND PRESERVATION / OPEN SPACE
- RETENTION AREA
- MULTI-USE TRAILS
- NEIGHBORHOOD CENTER LIMITS
- PHASING LINES
- EXISTING FULL ACCESS MEDIAN OPENING
- PROPOSED DIRECTIONAL MEDIAN OPENING AND DRIVEWAY
- RIGHT-IN / RIGHT-OUT DRIVEWAY

PROJECT SITE DATA

PROJECT AREA:	1363 ACRES	
RESIDENTIAL UNITS	1995 UNITS	
RESIDENTIAL AREA	317 ACRES	23 %
COMMERCIAL AREA	72 ACRES	5 %
INSTITUTIONAL AREA (SCHOOL SITE)	22 ACRES	2 %
OPEN SPACE (MINIMUM 50%)	784 ACRES	58 %
- PRESERVATION AREA	641 ACRES	47 %
- STORMWATER AREA	143 ACRES	10 %
ACTIVE RECREATION (MINIMUM 3 - 6%)	41 ACRES	3 %
- COMMUNITY RECREATION AMENITY	10 ACRES	
- PARKS AND TRAILS	31 ACRES	

NEIGHBORHOOD CENTER DEVELOPMENT DATA

DEVELOPMENT WITHIN 3,000':		MAX. 60%
SINGLE FAMILY	190 ACRES	14%
MULTI-FAMILY	87 ACRES	6%
COMMERCIAL USE:	72 ACRES	5%
SCHOOL SITE:	22 ACRES	2%
RECREATION:		
-AMMENITY	10 ACRES	1%

EXHIBIT 'C'

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM
PROJECT NO: 19175
ISSUE DATE: 7-1-11
DRAFTED BY: SMG
CHECKED BY: PM
FILE LOCATION
SCALE: 1" = 400'
SHEET 1 OF 1

ORMOND BEACH
65 SETON TRAIL, ORMOND BEACH, FL 32175
(386) 677-2482 FAX (386) 677-2566
ST. AUGUSTINE
4475 U.S. 1 S. STE 600 ST. AUGUSTINE, FL 32086
(904) 797-1910 FAX (904) 797-4159
AMELIA ISLAND

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

REVISIONS:

SOUTH VILLAGE PUD SCHEMATIC PLAN

© ZEV COHEN & ASSOCIATES INC. 2006

Lot Development Standards

2011

Instrument# 2011-19037 # 40
Book: 6652
Page: 2791

I. Single Family: 50' – 100' Width

A. Minimum Lot Depth, Without Alley:	100'
B. Minimum Lot Depth, With Alley:	90'
C. Minimum Lot Area:	
50':	4,500.f. / 5,000s.f. without Alley
60':	5,400.f. / 6,000s.f. without Alley
100':	9,000s.f. / 10,000s.f. without Alley
D. Minimum Building Setbacks:	
Front:	25'
Interior Side:	5' on each side for single family and duplex lots. 0' and 10' for zero lot line
Rear:	15'
E. Maximum Building Height:	3 Stories 40'
F. Maximum Impervious Coverage:	75%
G. Minimum Living Area:	
Primary Unit:	1,000s.f.
Accessory Unit:	450s.f.
H. Maximum Number of Dwelling Units per lot:	1 excluding accessory units
I. Maximum Lot Combinations:	3
J. Maximum % of Lot Combinations	50%
K. Pool Setback	5'
L. Screen Enclosure/Pool Deck Setback	3'

II. Single Family Cottage, Duplex, and Zero Lot: 33' – 45' Width

A. Minimum Lot Depth, Without Alley:	85'
B. Minimum Lot Depth, With Alley:	75'
C. Minimum Lot Area:	
33':	2,475s.f. / 2,805s.f. without Alley
40':	3,000s.f. / 3,400s,f, without Alley
45':	3,375s.f. / 3,600s.f. without Alley
D. Minimum Building Setbacks:	
Front:	20'
Street Side:	15'
Interior Side:	A total of 8', with no side less than 3' for single family and duplex lots. 0' and 10' for zero lot line
Rear:	
Primary:	25'
Garage or Accessory:	5'
E. Maximum Building Height:	3 Stories 40'
F. Maximum Impervious Coverage:	75%
G. Minimum Living Area:	
Primary Unit:	750s.f.
Accessory Unit:	450s.f.
H. Maximum Number of Dwelling Units per lot:	1 excluding accessory units
I. Maximum Lot Combinations:	3
J. Maximum % of Lot Combinations	50%

Instrument# 2011-196037 # 41
Book: 6652
Page: 2792

K. Pool Setback	5'
L. Screen Enclosure/Pool Deck Setback	3'

III. Townhouse:

A. Minimum Lot Depth, Without Alley:	100'
B. Minimum Lot Depth, With Alley:	90'
C. Minimum Lot Width:	25'
D. Minimum Lot Area:	2,250s.f./ 2,500s.f. without Alley
E. Minimum Building Setbacks:	
Front:	5'
Side:	-
Rear:	5'
F. Minimum Building Separation:	
Front or Rear:	50'
Side or End Face:	25'
Any Other Face:	40'
Minimum distances shall be increased six inches for each foot of building over 20'	
G. Maximum Building Height:	40'
H. Maximum Building Length / Width	200'
I. Maximum Impervious Coverage:	70%
J. Minimum Floor Area:	
Primary Unit:	500s.f.
Accessory Unit:	400s.f.

IV. Multi - Family:

A. Minimum Building Setbacks:	
Street, Drive, or Parking Area:	10'
B. Minimum Building Separation:	
Front or Rear:	50'
Side or End Face:	25'
Any Other Face:	40'
Minimum distances shall be increased six inches for each foot of building over 20'	
C. Maximum Building Height:	60'
D. Maximum Impervious Coverage:	100%
E. Minimum Floor Area:	
Studio / Efficiency:	480s.f.
One Bedroom:	575s.f.
Each Additional Bedroom:	150s.f.

V. Commercial:

A. Minimum Lot Size:	.5 acre
B. Minimum Lot Width	100'
C. Minimum Building Setbacks:	
Front:	35'
Side:	10'
Rear:	20'
D. Maximum Building Height:	60'

Instrument# 2011-196037 # 42
Book: 6652
Page: 2793

E. Maximum Impervious Coverage: 75%

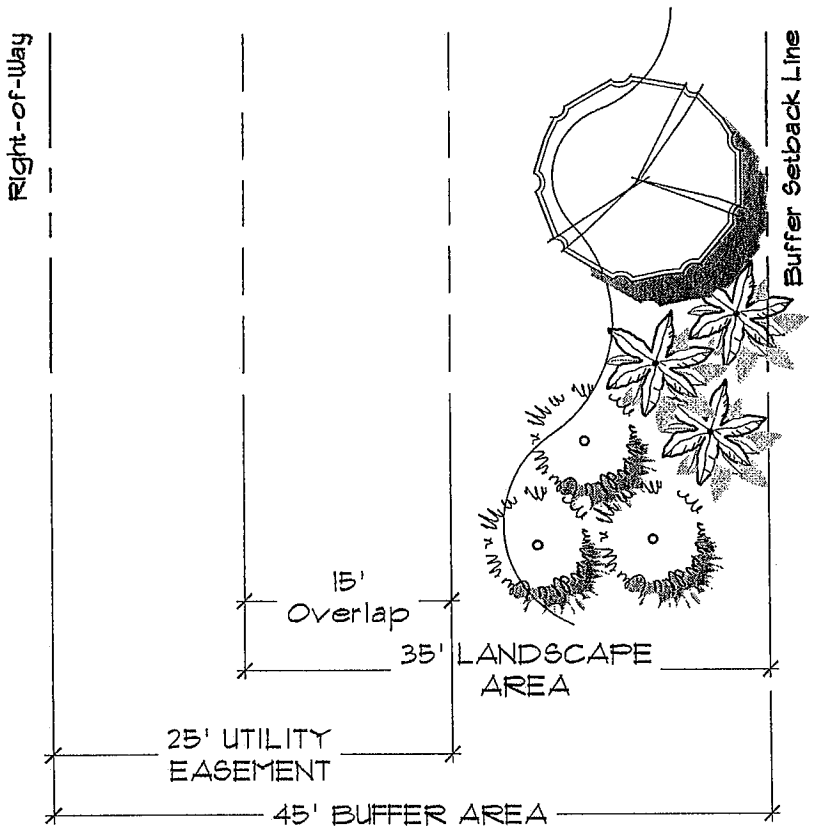
F. Parking Reduction: Parking requirements may be reduced by 20% for shared parking or preservation of existing trees.

VI. Buffers:

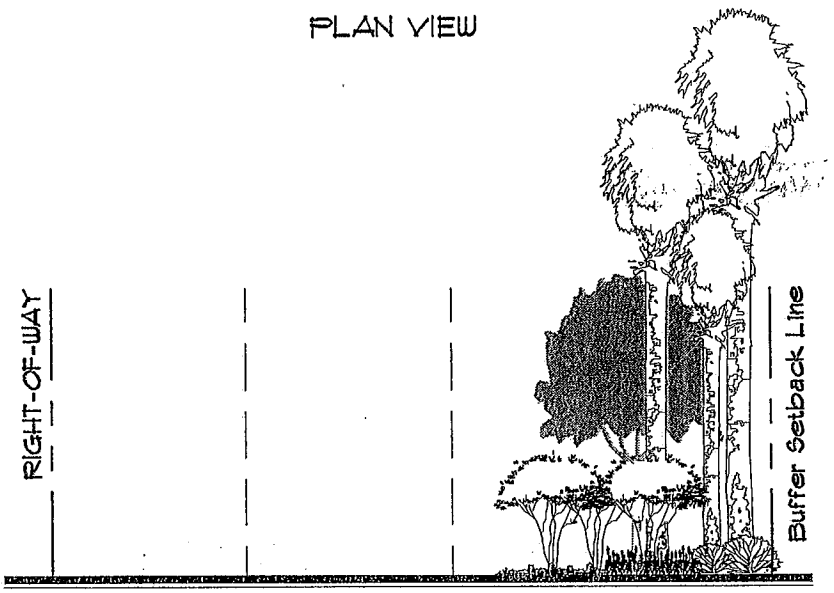
A. State Road 44 Buffer (Minimum): 45'
   Utility Easement 25'
   Landscape Buffer 35'
   -Overlap of utility easement 15'

B. Average Wetland Buffer: 25'

Instrument# 2011-136037 # 43
Book:: 6652
Page:: 2794



PLAN VIEW



LANDSCAPE AND UTILITY BUFFER AREAS 45'

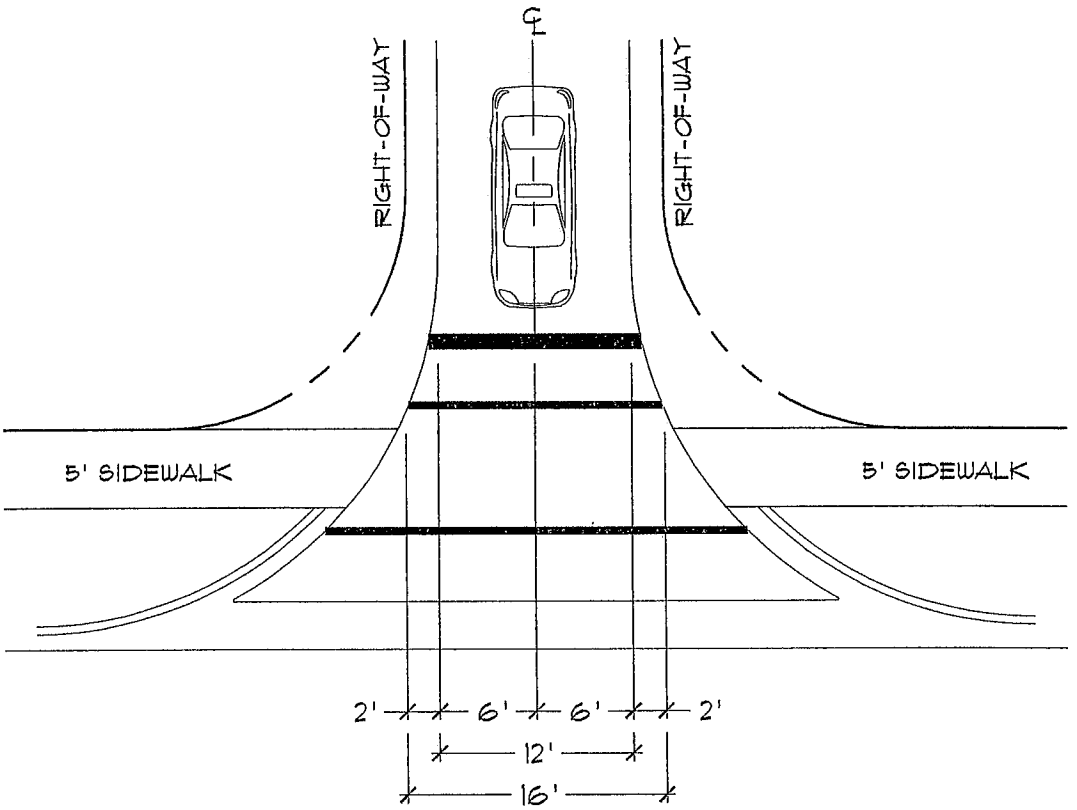
NOT TO SCALE

* LANDSCAPING PER NEW SMYRNA BEACH LAND DEVELOPMENT CODE

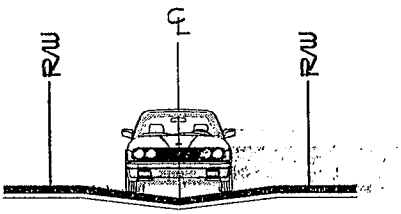
ROADWAY CROSS SECTION

EXHIBIT 'E'

Instrument# 2011-196037 # 44
Book: 6652
Page: 2795



PLAN VIEW



REAR LANE - ALLEY (ONE-WAY, 16' R/W)

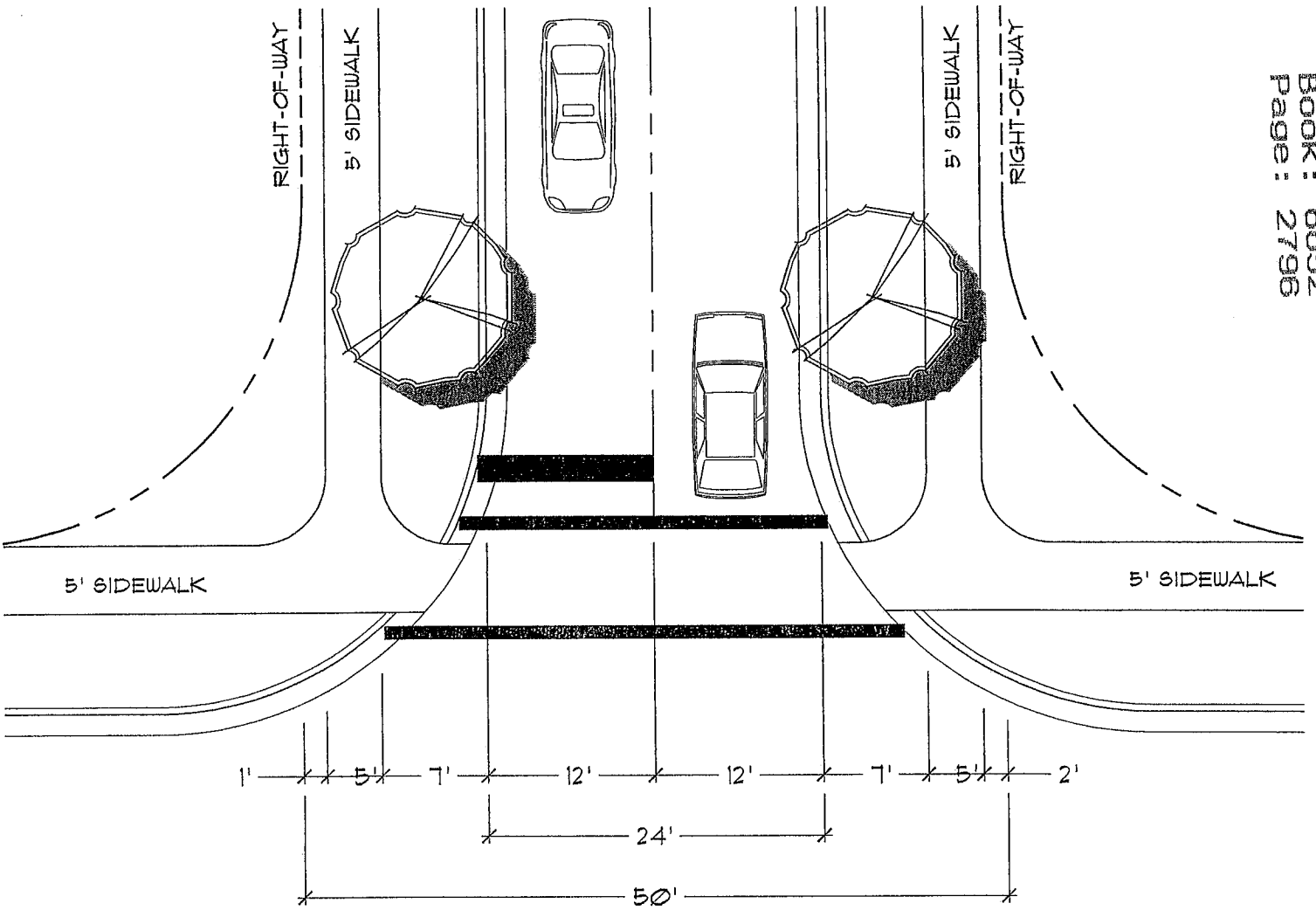
NOT TO SCALE

R.O.W. WIDTH	16'	MEDIAN WIDTH	N/A
FACE OF CURB TO FACE OF CURB	N/A	SIDEWALK WIDTH	N/A
TRAFFIC LANES	1	BIKE LANES	NO
TRAFFIC LANE WIDTH	12'	STRIPING	NO
PARKING	NO	STREET TREE SPACING	N/A
DESIGN SPEED	5 MPH	LIGHTING	15' HEIGHT AT BLOCK ENDS
POSTED SPEED	N/A	STREET TREE OFFSET FROM BACK OF CURB	N/A

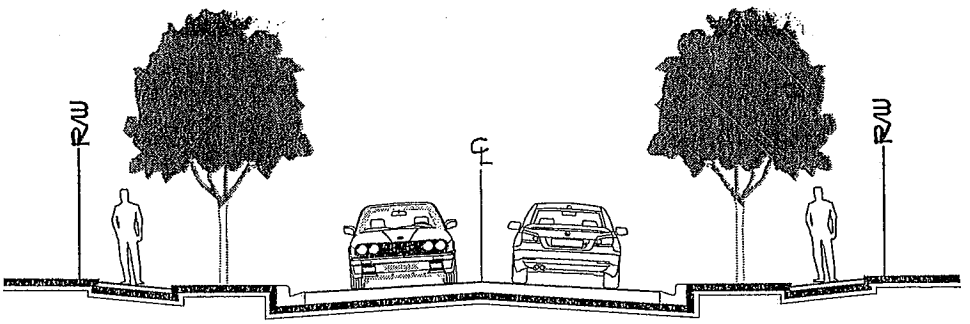
ROADWAY CROSS SECTION

EXHIBIT 'E'

Instrument# 2011-196037 # 45
Book: 6652
Page: 2796



PLAN VIEW



NEIGHBORHOOD LOCAL ROAD (50' R/W)

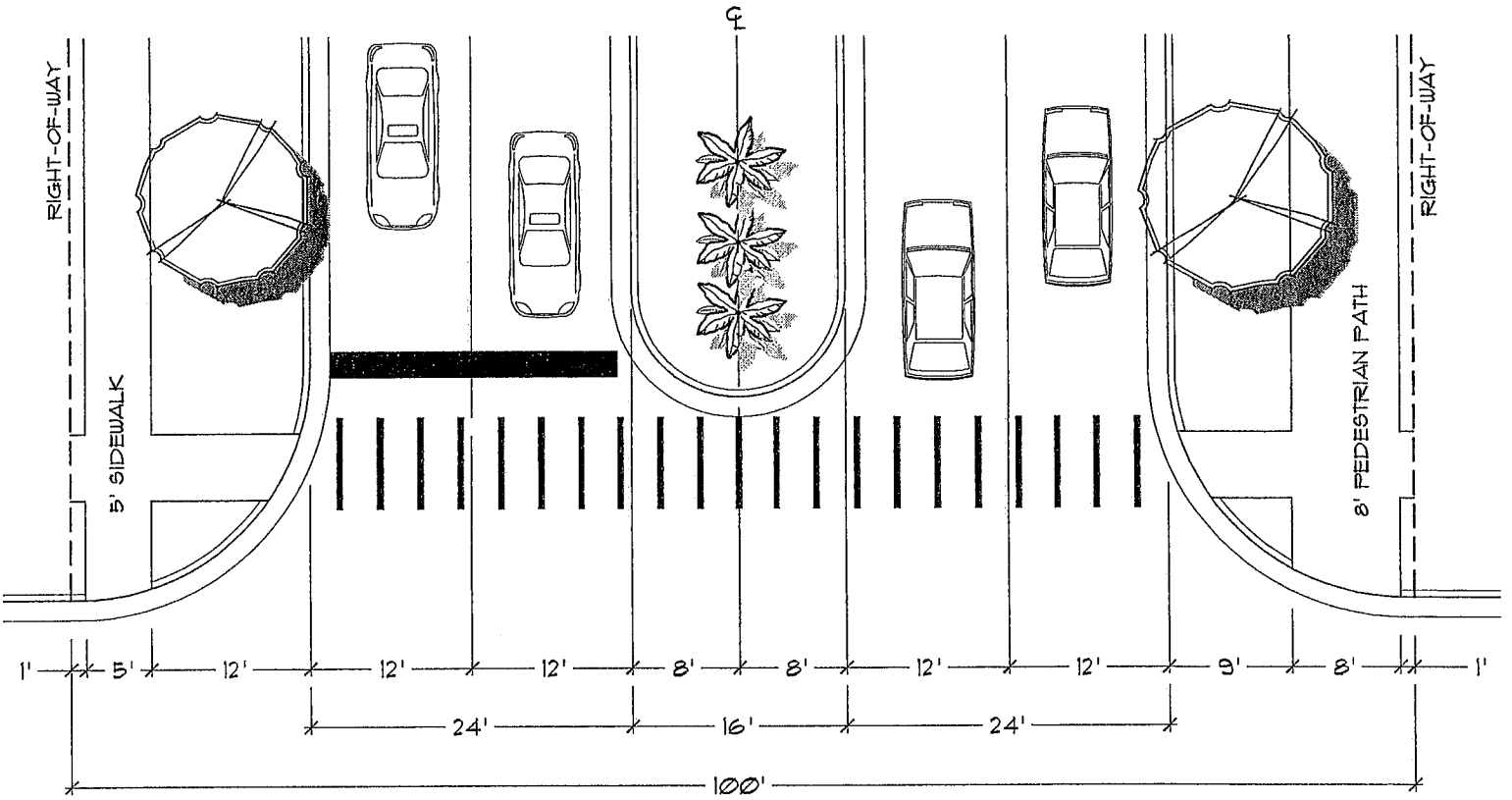
NOT TO SCALE

R.O.W. WIDTH	50'	MEDIAN WIDTH	N/A
FACE OF CURB TO FACE OF CURB	24'	SIDEWALK WIDTH	5'
TRAFFIC LANES	2	BIKE LANES	NO
TRAFFIC LANE WIDTH	12'	STRIPING	YES
PARKING	NO	STREET TREE SPACING	50'
DESIGN SPEED	30 MPH	LIGHTING	300' ALTERNATING, 15' HEIGHT
POSTED SPEED	25 MPH	STREET TREE OFFSET FROM BACK OF CURB	4' MIN.

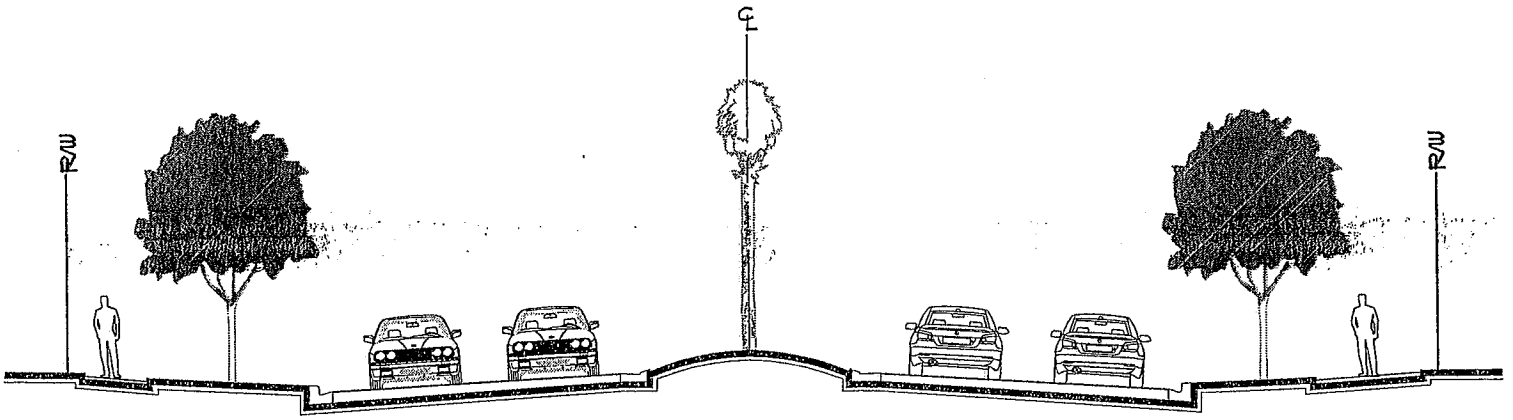
Instrument# 2011-196037 # 46
Book: 6652
Page: 2797

ROADWAY CROSS SECTION

EXHIBIT 'E'



PLAN VIEW



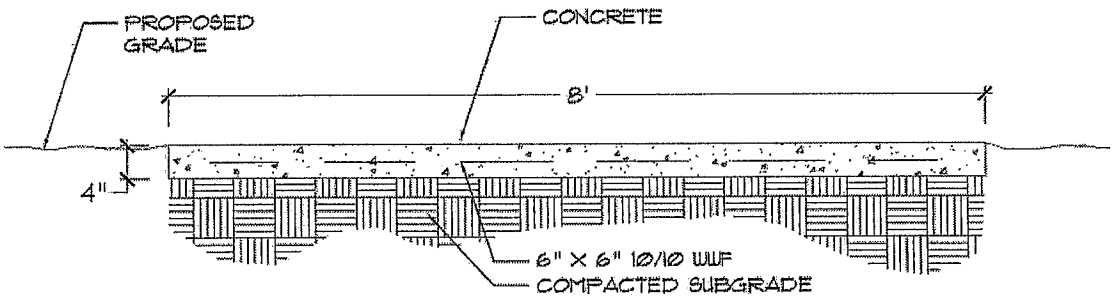
MINOR COLLECTOR BOULEVARD (100' R/W)
(4-LANES)
NOT TO SCALE

R.O.W. WIDTH	100'	SIDEWALK WIDTH	5'
FACE OF CURB TO FACE OF CURB	24'	PEDESTRIAN PATH	8'
TRAFFIC LANES	4	BIKE LANES	NO
TRAFFIC LANE WIDTH	12'	STRIPING	YES
ON-STREET PARKING	NO	STREET TREE SPACING	50'
DESIGN SPEED	45 MPH	LIGHTING	300' ALTERNATING, 15' HEIGHT
POSTED SPEED	35 MPH	STREET TREE OFFSET FROM BACK OF CURB	4' MIN.
MEDIAN WIDTH	16'		

PEDESTRIAN/BICYCLE PATHWAY CROSS SECTION

EXHIBIT 'E'

Instrument# 2011-196037 # 47
Book: 6652
Page: 2798
Diane M. Matousek
Volusia County, Clerk of Court



PEDESTRIAN/BICYCLE PATHWAY CROSS-SECTION

Note:
Pathways located outside of rights of way may substitute materials such as asphalt, crushed shell, mulch or raised boardwalks for concrete.

CIRCUIT COURT CLERK SUUM CUIQUE VOLUSIA COUNTY, FLORIDA

STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the foregoing is a true copy of the original filed in this office. This
18th day of November 2011
Clerk of Circuit and County Court
By: Deputy Clerk

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Andrew C. Grant
Matthew S. Welch
Edward H. Thompson
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka
Jessica L. Gow

COBB COLE
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Alanna V. Smith
Kelsey Hansen-Walter

OF COUNSEL
Larry D. Marsh

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

September 10, 2025

City of New Smyrna Beach
c/o Stephanie Ferrara
Development Services Coordinator
210 Sams Avenue
New Smyrna Beach, Florida 32168

RE: South Village NSB Community Development District ("**District**")

Dear Stephanie,

Per your request, I am writing in connection with the submittal of the Petition to Establish the South Village NSB Community Development District ("**Petition**"), and in order to provide the following information to supplement the Petition:

1. Letter of Purpose
2. Background on the Reporting Requirements from Florida Special Districts
3. Applicant's acknowledgment that the six criteria for granting a CDD per Section 190.005, Florida Statutes, have been met

The $15,000 application fee will be sent to the City via first class mail on or around the date of this letter.

Additionally, per your request, the following documents required by the City's community development district application checklist will be uploaded on or around the date of this letter to the City's online application system. If the City requires a hard copy of the documents, please let us know.

1. Community Development Application Form
2. A copy of this letter
3. Petition to Establish South Village NSB Community Development District. Affidavit of Ownership and Consent is included with the Petition as Exhibit 3.
4. Financial Review Accompanying the Petition ("**Financial Review**"). Proposed Development Plan is included in the Financial Review as well as paragraph 8 of the Petition.

5. Restated and Amended Master Development Agreement and Planned Unit Development Agreement, as amended through that certain Second Minor Amendment recorded in Volusia County records on July 11, 2024, at Book 8580, Page 2608.
6. Landowner's deed of ownership for the real property located within the District
7. Approved Preliminary Plat
8. Addendum No. 1 Florida Statutes Sections 190.011 and 190.012, Florida Statutes
9. Petitioner's sworn statement under Section 287.133(3)(A), Florida Statutes

LETTER OF PURPOSE

CDDs are a state program created under Chapter 190, Florida Statutes. Generally stated, local governments establish CDDs as a ministerial act, based on the review of six statutory criteria, discussed below. CDDs are essentially a more capable version of a homeowner's association ("**HOA**"), and have the following advantages, among others:

- ***Better Quality Improvements*** – A CDD can access the tax-exempt bond market to finance the cost of constructing improvements like stormwater ponds, roads, utilities, amenities, and other improvements. Not only does the borrowing cost less due to advantageous rates, but it's also spread over a 30-year period, making the capital much less expensive than traditional sources. HOAs do not have this ability.
- ***Tax Roll*** - CDDs can collect assessments on the tax roll, which provides for more certainty with respect to revenue collection. HOAs cannot.
- ***Emergency Response*** – Because CDDs can collect on the tax roll and take out longer term loans, CDDs are more capable when it comes to refurbishing improvements and/or addressing emergencies. HOAs don't have that ability, and as such, typically have to impose a one-time, "balloon" assessment in the event something goes wrong.
- ***FEMA*** - CDDs can qualify for FEMA funding to address hurricanes and other emergency events. HOAs cannot.
- ***Sunshine Law / Records Laws*** - CDDs are more transparent because they are subject to sunshine laws and public records laws. HOAs are not.

It's important to note that no debt of the CDD can be a debt of the City. As stated in Section 190.016, Florida Statutes, and included in every bond offering document published by a CDD:

> "A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state."

CDDs are more transparent to future residents than HOAs, due to the fact that they are disclosed in sales contracts, required to hold publicly noticed meetings, maintain public websites, have numerous publicly recorded disclosures, are subject to public records and Sunshine Laws, maintain meeting minutes, must conduct public procurements, have annual audits, have public reporting requirements, etc.

Overall, CDDs are a more efficient way to deliver and maintain community infrastructure. CDDs help deliver a better-quality project, and provide a more capable operation and maintenance entity.

BACKGROUND ON THE REPORTING REQUIREMENTS FROM FLORIDA SPECIAL DISTRICTS

The reporting requirements for CDDs are set forth in Chapters 189 and 190, Florida Statutes, and are generally summarized below:

- ***Notice of Establishment*** – Within 30 days after establishment, CDDs are required to cause to be recorded in the property records in the county in which it is located a "notice of establishment" which shall, at a minimum, include the legal description of the CDD and a copy of the disclosure statement specified in Section 190.048, Florida Statutes.
- ***Notice of Ordinance*** – When a new CDD is created, the CDD must forward to FloridaCommerce a copy of the ordinance enacted by the applicable local government where the CDD is located within 30 days after establishment.
- ***Registered Agent*** – Within 30 days after its first meeting, CDDs are required to designate a registered office and registered agent and file such information with FloridaCommerce and with the applicable local government where the CDD is located.
- ***Required Disclosure to Purchasers of Property within District Boundaries*** – Subsequent to establishment, each contract for the initial sale of a parcel of real property and each contract for the initial same of a residential unit within the CDD must include, immediately prior to the space reserved in the contract for the signature of the purchaser, the following disclosure statement in boldfaced and conspicuous type which is larger than the type in the remaining text of the contract:

  THE (Name of District) COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW."
- ***Public Notice of Meetings and Hearings*** – CDDs are required published in a newspaper and file a schedule of its regular meetings with the applicable local government where the CDD is located, including the date, time and location of the meeting. Further, CDDs are required to advertise their meetings at least 7 days prior to the date of the meeting.
- ***Website*** - CDDs are required to maintain an ADA compliant website containing the information required by Section 189.069, Florida Statutes. Each CDD must submit its official website address to FloridaCommerce.
- ***Annual Operating Budget*** – CDDs are required to annually adopt a balanced operating budget to at a public hearing where members of the public can attend to provide public comment. At least 60 days prior to adoption of its budget, CDDs must submit its proposed budget to the applicable local government where the CDD is located for purposes of disclosure and information, and such local government may review and provide written comments to the CDD for consideration. Further, the proposed budget is required to be posted on the CDD's website at least 2 days prior to the budget hearing, and must remain on the website for at least 45 days thereafter. The final adopted budget must be posted on the CDD's official website within 30 days after adoption and must remain on the website for at least 2 years.
- ***Annual Goals and Objectives*** – CDDs are required to establish goals and objectives for each program and activity undertaken by the CDD, as well as performance measures and standards to determine if the CDD's goals and objectives are being achieved. By December 1 of each year thereafter, each CDD must publish an annual report on the CDD's website describing: (a) the goals

and objectives achieved by the CDD, as well as the performance measures and standards used by the CDD to make this determination; and (b) any goals or objectives the CDD failed to achieve.

- ***Annual Financial Report and Audited Financial Statements*** – CDDs are required to provide annual financial reports and audited financial statements in such form and such manner as prescribed pursuant to Chapter 218 in a similar manner to other governmental entities.
- ***Public Facilities Report*** – For purposes of fostering coordination between CDDs and local general-purpose governments, within one year of establishment, and then annual notice of any changes, CDDs must submit to each local general-purpose government in which it is located a public facilities report including the information required by Section 189.08, Florida Statutes. An updated report must be submitted every 7 years, at least 12 months prior to submission of local government's evaluation and appraisal report
- ***Disclosure of Public Financing*** – CDDs are required to provide disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by the district, which must be recorded in the property records of each county in which the CDD is located.
- ***Bond Reporting*** – Advance notice of the impending sale of any new issue of bonds is required to be filed with the State Division of Bond Finance. Further, within 120 days after delivery of bonds, CDDS are required to report to the Division of Bond Finance the information required by Section 218.38, Florida Statutes, related to the final sale of such bonds.
- ***Public Depositor Report*** - Custodians of public moneys, such as CDDs, are required to comply with the notice and reporting requirements of Section 218.17, Florida statutes.

THE SOUTH VILLAGE NSB CDD PETITION SATISFIES THE ESTABLISHMENT CRITERIA

When reviewing a CDD petition, the City must consider the criteria below. As discussed below, the South Village NSB CDD satisfies each of the criteria. Enclosed with this letter as Attachment 1 is an executed copy of the Applicants' Acknowledgment of the Criteria for Granting a Permit for Community Development District.

1. Whether all statements contained within the petition have been found to be true and correct.

   RESPONSE: The information in the South Village NSB CDD petition is true and correct.

2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.

   RESPONSE: The lands within the CDD will be developed in accordance with all applicable land use approvals, including the applicable comprehensive plans. As such, the South Village NSB CDD petition meets this criteria.

3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

   RESPONSE: The South Village NSB CDD boundary is compact and physically contiguous, and will be developed as an interrelated community.

4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.

RESPONSE: The South Village NSB CDD is the best alternative for delivering community development services and facilities because it will have all of the CDD advantages listed herein.

5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.

RESPONSE: The South Village NSB CDD improvements will connect to existing utilities, storm systems, etc. in accordance with all applicable land use approvals and as such will be compatible with local and regional services and facilities.

6. Whether the area that will be served by the district is amenable to separate special-district government.

RESPONSE: The owner of all lands within the proposed South Village NSB CDD has consented to establishment of the CDD. The CDD will have all necessary professional staff to manage and maintain its community development services and facilities.

I hope this information is helpful to you. If you have any questions, I can be reached at 386-736-7700.

COBB COLE, P.A.

Mark A. Watts, Esq.
Authorized Agent for Petitioner

Attachment 1: Applicants' Acknowledgment of the Criteria for Granting a Permit for Community Development District

City of New Smyrna Beach

Planning & Engineering Department

Applicants' Acknowledgement of the Criteria for Granting a Permit for Community Development District

I, the Applicant, for the Community Development District, South Village NSB CDD, do hereby acknowledge I have read and been made aware of the criteria and conditions of approval for a Community Development District.

Applicant's Signature

Maleia Sm. Ferguso

Printed Name of Applicant

8/28/2025

Date

FINANCIAL REVIEW ACCOMPANYING THE PETITION TO ESTABLISH THE SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT

September 2, 2025

Prepared by:

Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801
(407) 841-5524

FINANCIAL REVIEW

South Village NSB Community Development District

1.0 Plan of Finance

A. Detailed description of the plan of finance

1. Summary of Plan of Finance

The South Village NSB Community Development District ("CDD" or "District") plans to issue long-term tax-exempt bonds to fund a portion of the public infrastructure needed to serve the 1,277 residential lots planned for the community. Pulte Home Company, LLC ("Petitioner"), which has petitioned the City of New Smyrna Beach (the "City") to create the District, will fund the balance of the infrastructure not funded by CDD bonds. The Petitioner will develop the property within the District, construct residences, and sell the finished homes and lots to end-users.

2. The long-term bonds issued by the District are anticipated to fund approximately $24,456,971 in capital improvements. The improvements will provide a special benefit to all assessable properties within the District. The District may issue one or more series of bonds. The estimated details of the District's planned bond issuance(s) are outlined below.

Bond Fund	**Bond Funds**
Construction Fund*	**$24,456,971**
Debt Service Reserve	$992,279
Capitalized Interest	$819,450
Underwriter's Discount (2.0%)	$546,300
Costs of Issuance	$500,000
Contingency	
Total Par Value	**$27,315,000**
Bond Rate:	6.0%
Term (Years):	30
Cap. Interest Thru*	6 Months

*Infrastructure costs in excess of District bond funds will be funded by the Petitioner.

An Assessment analysis showing the development program, detail of construction costs, bond sizing and annual assessment calculations are shown in Exhibit “A”.

The estimated details of the planned bond issuance and the accompanying assessment analysis are, in part, based on current market conditions including but not limited to the anticipated bond rate, construction costs using historical and available data as of the date of this report and thus are subject to change at the time of the actual issuance of bonds.

3. Bonds to be Refunded

No bond refunding activity is needed or planned.

4. Debt Service Schedule

It is anticipated that the long-term bonds issued by the District will be funded with capitalized interest for 6 Months. During this time there will be no debt service payments due. After the capitalized interest period has expired, there will be 30 fixed annual debt service payments consisting of principal, interest, early payment discount costs, and collection costs for the long-term bonds. As proposed the debt service schedule is shown on Exhibit “B”.

5. Bond Finance Professionals

The District’s bond finance team professionals are expected to include:

Bond counsel:	Greenberg Traurig 777 S. Flagler Drive, Suite 300 East West Palm Beach, FL 33401 Phone: 561.650.7945
Underwriters counsel:	Squire Patton Boggs (US), LLP 200 Biscayne Blvd., Ste. #3400 Miami, FL 33131 Phone: 305.577.7048

District Manager/ Assessment Consultant:	GMS-CF, LLC 219 East Livingston Street Orlando, FL 32801 Phone: 407.841.5524
Bond underwriter:	FMSbonds, Inc. 20660 W. Dixie Hwy. N. Miami Beach, FL 33180 Phone: 305.937.0660
Bond trustee:	U.S. Bank Global Corporate Trust 500 West Cypress Creek Road, Suite 460 Fort Lauderdale, Florida 33309 Phone: 954.938.2476

6. Outstanding Bonds/Debt of the CDD or Debt to be Assumed by the CDD

The proposed District currently has no outstanding bonds or debt and will not be assuming any bonds or other debt.

2.0 Market Analysis

The proposed District will be located in the City of New Smyrna Beach, Volusia County, Florida. This development includes an estimated 1,277 single-family detached residential units in four different product types: 40' lots, 50' lots, 60' lots, and 64' lots. Based on market observations, there are several market competitors within a 7-mile radius that offer similar product types. The homes contemplated to be sold within the CDD are expected to be priced from $430,000 to $550,000. This price range equates to an average of approximately $205 per square foot. Based on market observations, prices for market competitors range from $400,000 to $750,000 and, on average, are approximately $225 per square foot.

3.0 Petitioner (Pulte Home Company, LLC) Structure and Management

Pulte Home Company, LLC, the Petitioner, is a limited liability company, managed by PulteGroup, Inc. The mailing address for PulteGroup, Inc. is 3350 Peachtree Road Northeast, Suite 150, Atlanta, GA 30326.

Additional information regarding the PulteGroup, Inc., including its corporate structure and financial reports, can be found on its website: pultegroupinc.com. Neither the Petitioner nor PulteGroup, Inc., is guaranteeing payment of the CDD's bonds, but Petitioner will be responsible for paying assessments for land owned by the Petitioner.

4.0 Management of CDD Applicant

A. In addition to the proposed District, the petitioner and/or related entities have developed or are in the process of developing a number of CDD communities in central Florida that include, but are not limited to, the following:

Project Name	County	Status
Riverwalk CDD	Orange	Under Development
Tohoqua CDD	Osceola	Under Development
Parkside Trails CDD	Lake	Under Development
Hartford Terrace CDD	Osceola	Under Development
Live Oak Lake CDD	Osceola	Under Development
Windsor Cay CDD	Lake	Under Development
Sandmine Road CDD	Polk	Complete
Windsor at Westside	Osceola	Complete
Lakehaven	Lake	Under Development

5.0 Litigation

A. The CDD petitioner has never been involved in any past litigation and is not currently involved in any pending or threatened litigation which relates to the business, goods or services which the CDD petitioner will provide in connection with the establishment and operation of the CDD.
B. The CDD petitioner has never filed for bankruptcy.
C. The CDD petitioner has never defaulted on CDD bonds.

Exhibit A

TABLE 1
SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
MASTER ASSESSMENT METHODOLOGY

Land Use	Units	Total Units	ERUs per Unit (1)	Total ERUs
Single Family - 40'	113	113	0.80	90.40
Single Family - 50'	705	705	1.00	705.00
Single Family - 60'	411	411	1.20	493.20
Single Family - 64'	48	48	1.28	61.44
Total Units	1277	1,277		1,350.04

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family 50 = 1 ERU

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Onsite Roads	$9,335,000
Offsite Roads	$2,500,000
Stormwater Management System	$24,300,000
Onsite Utilities	$12,600,000
Offsite Utilities	$1,800,000
Common Area Landscape, Hardscape & Irrigation	$5,100,000
Recreational Trails	$800,000
Undergrounding Electrical	$1,100,000
Soft Costs and Contingencies	$11,507,000
Total	$69,042,000

(1) A detailed description of these improvements is provided in the Master Engineer's Report

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY

Description	
Construction Funds	$24,456,971
Debt Service Reserve	$992,279
Capitalized Interest	$819,450
Underwriters Discount	$546,300
Cost of Issuance	$500,000
Par Amount*	**$27,315,000**

Bond Assumptions:

Average Coupon Rate	6.00%
Amortization	30 years
Capitalized Interest	6 Months
Debt Service Reserve	50% Max Annual
Underwriters Discount	2%

*Par amount is subject to change based on the actual terms at the sale of the bonds

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvement Costs Per Product Type	Improvements Per Unit
Single Family - 40'	113	0.80	90.40	6.70%	$4,623,120	$40,913
Single Family - 50'	705	1.00	705.00	52.22%	$36,054,198	$51,141
Single Family - 60'	411	1.20	493.20	36.53%	$25,222,597	$61,369
Single Family - 64'	48	1.28	61.44	4.55%	$3,142,085	$65,460
Totals	1,277		1,350.04	100.00%	$69,042,000	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	% of Total ERUs	Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Single Family - 40'	113	6.70%	$4,623,120	$1,829,039	$16,186
Single Family - 50'	705	52.22%	$36,054,198	$14,264,077	$20,233
Single Family - 60'	411	36.53%	$25,222,597	$9,978,784	$24,279
Single Family - 64'	48	4.55%	$3,142,085	$1,243,099	$25,898
Totals	1,277	100.00%	$69,042,000	$27,315,000	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	If Paid In November - Annual Debt Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family - 40'	113	$1,829,039	$16,186	$132,888	$1,176.00	$1,200.00	$1,251.06
Single Family - 50'	705	$14,264,077	$20,233	$1,036,350	$1,470.00	$1,500.00	$1,563.83
Single Family - 60'	411	$9,978,784	$24,279	$725,004	$1,764.00	$1,800.00	$1,876.60
Single Family - 64'	48	$1,243,099	$25,898	$90,317	$1,881.60	$1,920.00	$2,001.70
Totals	1,277	$27,315,000		$1,984,559			

(1) This amount includes collection fees and early payment discounts when collected on the Volusia County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

Exhibit B

BOND DEBT SERVICE

South Village NSB Community Development District

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2026			819,450	819,450	
11/01/2026	345,000	6.000%	819,450	1,164,450	1,983,900
05/01/2027			809,100	809,100	
11/01/2027	365,000	6.000%	809,100	1,174,100	1,983,200
05/01/2028			798,150	798,150	
11/01/2028	390,000	6.000%	798,150	1,188,150	1,986,300
05/01/2029			786,450	786,450	
11/01/2029	410,000	6.000%	786,450	1,196,450	1,982,900
05/01/2030			774,150	774,150	
11/01/2030	435,000	6.000%	774,150	1,209,150	1,983,300
05/01/2031			761,100	761,100	
11/01/2031	465,000	6.000%	761,100	1,226,100	1,987,200
05/01/2032			747,150	747,150	
11/01/2032	490,000	6.000%	747,150	1,237,150	1,984,300
05/01/2033			732,450	732,450	
11/01/2033	520,000	6.000%	732,450	1,252,450	1,984,900
05/01/2034			716,850	716,850	
11/01/2034	550,000	6.000%	716,850	1,266,850	1,983,700
05/01/2035			700,350	700,350	
11/01/2035	585,000	6.000%	700,350	1,285,350	1,985,700
05/01/2036			682,800	682,800	
11/01/2036	620,000	6.000%	682,800	1,302,800	1,985,600
05/01/2037			664,200	664,200	
11/01/2037	655,000	6.000%	664,200	1,319,200	1,983,400
05/01/2038			644,550	644,550	
11/01/2038	695,000	6.000%	644,550	1,339,550	1,984,100
05/01/2039			623,700	623,700	
11/01/2039	735,000	6.000%	623,700	1,358,700	1,982,400
05/01/2040			601,650	601,650	
11/01/2040	780,000	6.000%	601,650	1,381,650	1,983,300
05/01/2041			578,250	578,250	
11/01/2041	830,000	6.000%	578,250	1,408,250	1,986,500
05/01/2042			553,350	553,350	
11/01/2042	880,000	6.000%	553,350	1,433,350	1,986,700
05/01/2043			526,950	526,950	
11/01/2043	930,000	6.000%	526,950	1,456,950	1,983,900
05/01/2044			499,050	499,050	
11/01/2044	985,000	6.000%	499,050	1,484,050	1,983,100
05/01/2045			469,500	469,500	
11/01/2045	1,045,000	6.000%	469,500	1,514,500	1,984,000
05/01/2046			438,150	438,150	
11/01/2046	1,110,000	6.000%	438,150	1,548,150	1,986,300
05/01/2047			404,850	404,850	
11/01/2047	1,175,000	6.000%	404,850	1,579,850	1,984,700
05/01/2048			369,600	369,600	
11/01/2048	1,245,000	6.000%	369,600	1,614,600	1,984,200
05/01/2049			332,250	332,250	
11/01/2049	1,320,000	6.000%	332,250	1,652,250	1,984,500
05/01/2050			292,650	292,650	
11/01/2050	1,400,000	6.000%	292,650	1,692,650	1,985,300
05/01/2051			250,650	250,650	
11/01/2051	1,485,000	6.000%	250,650	1,735,650	1,986,300
05/01/2052			206,100	206,100	
11/01/2052	1,570,000	6.000%	206,100	1,776,100	1,982,200
05/01/2053			159,000	159,000	
11/01/2053	1,665,000	6.000%	159,000	1,824,000	1,983,000
05/01/2054			109,050	109,050	
11/01/2054	1,765,000	6.000%	109,050	1,874,050	1,983,100
05/01/2055			56,100	56,100	
11/01/2055	1,870,000	6.000%	56,100	1,926,100	1,982,200
	27,315,000		32,215,200	59,530,200	59,530,200

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of New Smyrna Beach, Florida.

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of LANDENT. Manager for Pulte Home Company, LLC ("Developer"), and am authorized to make this Sworn Statement on behalf of Developer.

3. Developer's business address is 3350 Peachtree Road Northeast, Suite 1500, Atlanta, GA 30326

4. Developer's Federal Employer Identification Number (FEIN) is 38-1545089

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or,

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person

who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Developer submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

[*Continued to next page*]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 8 day of September, 2025.

Developer: _____
By: Maleia Smitergluso
Title: LAND ENT. MANAGER

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 8th day of September, 2025, by Maleia Smitergluso of Pulte Home Company, LLC, who is personally known to me ~~or~~ who has produced _____ as identification, and did [ ] or did not [X] take the oath.

JUSTIN LEE GRAUER
Notary Public
State of Florida
Comm# HH412522
Expires 6/19/2027

BEFORE THE CITY COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

PETITION TO ESTABLISH SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Pulte Home Company, LLC (hereafter "***Petitioner***"), hereby petitions the City Commission of the City of New Smyrna Beach, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, to establish a community development district with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed South Village NSB Community Development District (the "***District***") is located entirely within the City of New Smyrna Beach, Florida. **Exhibit 1** depicts the general location of the District. The District covers approximately 770.73 acres of land, more or less, generally located east of S.R. 415, south of S.R. 44, and west of Interstate 95. The metes and bounds description of the external boundaries of the District is set forth in **Exhibit 2**.

2. Excluded Parcels. There is no land within the external boundaries of the District which is to be excluded from the District.

3. Landowner Consent. Petitioner has obtained written consent to establish the District from the owners of one hundred percent (100%) of the real property located within the District in accordance with section 190.005, *Florida Statutes*. Documentation of this consent is contained in **Exhibit 3.**

4. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the District are as follows:

Name: Bill Tew
Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

Name: Bernard Sullivan
Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

Name: Maleia Smiferguso
Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

Name: Christopher Cleary
Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

Name: Mary Burns
Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is "South Village NSB Community Development District".

6. Future Land Uses. The future general distribution, location, and extent of the land uses proposed for the District by future land use plan element of the applicable Future Land Use Plan is identified on **Exhibit 4.** The proposed land uses for lands contained within the District are consistent with the City's approved Future Land Use Plan.

7. Major Water and Wastewater Facilities and Outfalls. **Exhibit 5** shows the existing major trunk water mains, reclaim lines, sewer interceptors and outfalls for the lands to be included within the District.

8. District Facilities and Services. **Exhibit 6** identifies the type of facilities Petitioner presently expects the District to finance, construct, acquire or install and identifies the

costs associated with the same. At present, these improvements are estimated to be made, constructed and installed in seven (7) phases over the time period from 2025 through 2034. **Exhibit 7** identifies the general location of the phases. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

9. Statement of Estimated Regulatory Costs. **Exhibit 8** is the statement of estimated regulatory costs ("***SERC***") prepared in accordance with the requirements of section 120.541, *Florida Statutes*. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agent. The Petitioner is authorized to do business in the State of Florida**.** The authorized agent for the Petitioner is Mark A. Watts. See **Exhibit 9 -** Authorization of Agent. Copies of all correspondence and official notices should also be sent to:

Mark A. Watts, Esq.
mark.watts@cobbcole.com
Cobb Cole, P.A.
231 North Woodland Boulevard
DeLand, Florida 32720

11. This petition to establish the South Village NSB Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the local Comprehensive Plan.

b. The area of land within the District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City of New Smyrna Beach from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities.

e. The area to be served by the District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of New Smyrna Beach to:

a. schedule a public hearing in accordance with the requirements of section 190.005(2)(b), *Florida Statutes*;

[*Continued to next page*]

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes*;

c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate, and maintain systems and facilities as authorized and described by section 190.012(2)(a) and 190.012(2)(d), *Florida Statutes (2025)*; and

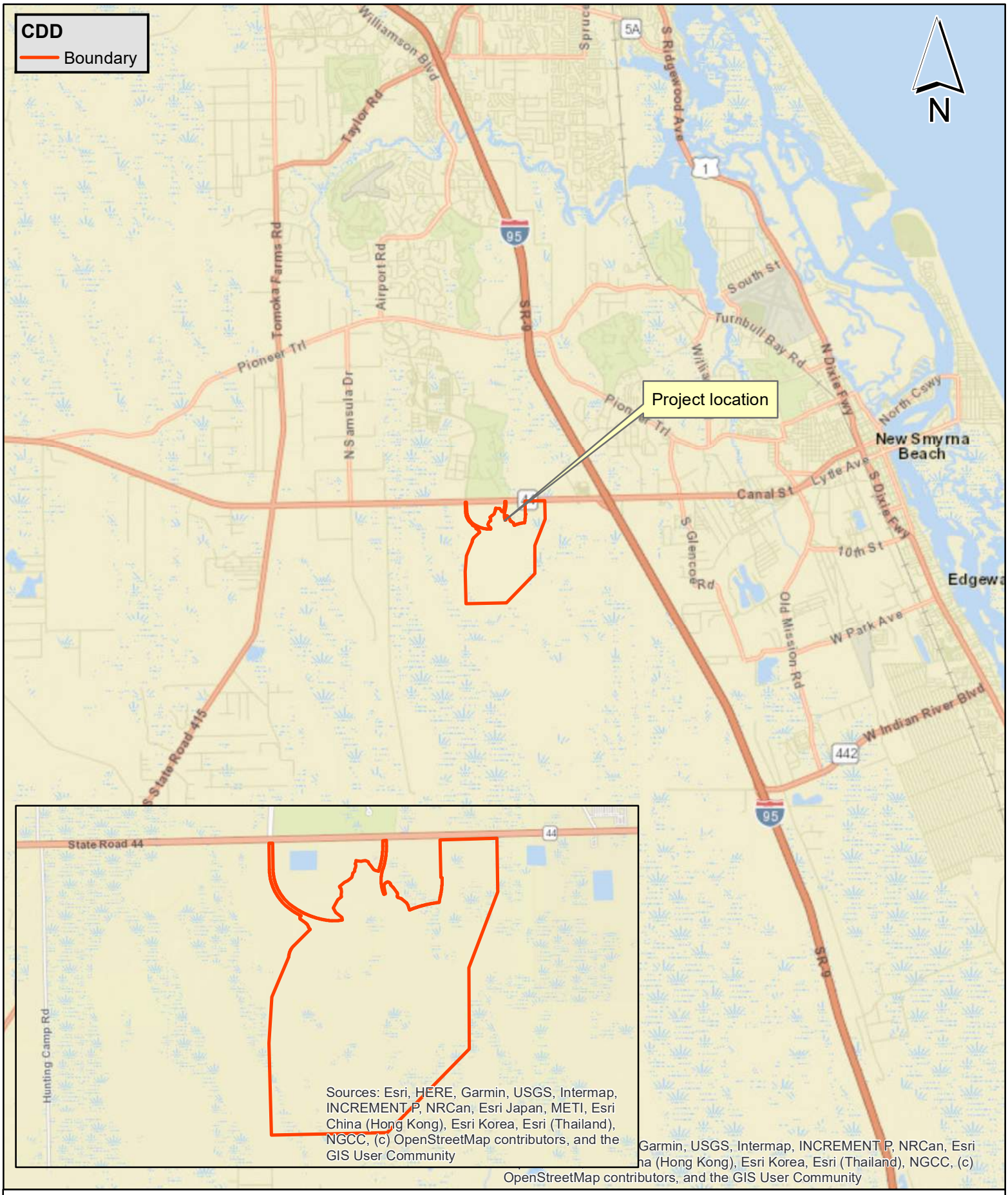
c. grant such other relief as appropriate.

RESPECTFULLY SUBMITTED, this 24th day of November 2025.

Mark A. Watts, Esq.
Florida Bar No. 157521
mark.watts@cobbcole.com
Cobb Cole, P.A.
231 North Woodland Boulevard
DeLand, Florida 32720
(386) 736-7700 (telephone)
Authorized Agent for Petitioner

EXHIBIT 1

General Location Map



Info:

Date Saved: 3/10/2025 Created by: ghayworth
Path: Z:\PROJECTS\2021\21066 South Village\CDD Map.mxd

10,000 5,000 0 10,000 Feet

Location Map
South Village NSB CDD
New Smyrna Beach, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482 **902**

EXHIBIT 2

Legal Description

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of Sections 20, 21, 28 and 29, Township 17 South, Range 33 East, Volusia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 28, Township 17 South, Range 33 East, Volusia County, Florida; thence N88°59'18"E, along the North line of said Section 28, a distance of 1279.79 feet to the Point of Beginning; thence departing said North line, run S20°55'54"W, a distance of 1,010.36 feet; thence S00°09'30"E, a distance of 2,184.23 feet; thence S44°25'05"W, a distance of 3,158.86 feet; thence S88°34'48"W, a distance of 3,121.49 feet; thence N01°25'12"W, a distance of 2,489.22 feet; thence N03°28'54"E, a distance of 1,241.79 feet; thence N22°46'24"E, a distance of 1,168.02 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 450.00 feet and a Central Angle of 43°31'38"; thence run Northeasterly along the arc of said curve, a distance of 341.86 feet (Chord Bearing = N23°36'22"E, Chord = 333.70 feet); thence N45°22'11"E, a distance of 612.71 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 300.00 feet and a Central Angle of 03°30'38"; thence run Northeasterly along the arc of said curve, a distance of 18.38 feet (Chord Bearing = N47°07'30"E, Chord = 18.38 feet); thence N41°07'11"W, a distance of 16.27 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 19.00 feet and a Central Angle of 57°04'42"; thence run Northwesterly along the arc of said curve, a distance of 18.93 feet (Chord Bearing = N40°14'52"W, Chord = 18.15 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 40.00 feet and a Central Angle of 56°41'02"; thence Northwesterly along the arc, a distance of 39.57 feet, (Chord Bearing = N40°26'41"W, Chord = 37.98 feet); thence N12°06'10"W, a distance of 19.80 feet; thence N29°26'19"W, a distance of 60.64 feet; thence N45°25'55"W, a distance of 48.30 feet; thence N52°41'14"W, a distance of 190.91 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 40.00 feet and a Central Angle of 106°46'11"; thence run Northerly along the Arc of said curve, a distance of 74.54 feet (Chord Bearing = N00°41'51"E, Chord = 64.21 feet); thence N27°04'57"E, a distance of 31.56 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 2,233.52 feet and a Central Angle of 08°36'22"; thence run Northwesterly along the arc of said curve, a distance of 335.48 feet (Chord Bearing =

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: PULTE GROUP

DATE OF SKETCH 4/12/2024	REVISIONS
SCALE 1" = 1500'	
F.B. PAGE	
SECTIONS 20, 21, 28 & 29	
TWP. 17 S., RNG. 33 E.	
JOB NO. 22-344	

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4/15/2024

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

904

LEGAL DESCRIPTION (continued)

N58°36'52"W, Chord = 335.17 feet) to a Point of Compound Curve, Concave to the Northeast, having a Radius of 1,350.00 feet and a Central Angle of 52°55'51"; thence Northwesterly along the arc, a distance of 1,247.16 feet, (Chord Bearing= N27°50'46"W, Chord =1,203.28 feet); thence N01°22'50"W, a distance of 711.54 feet; thence N88°37'56"E, a distance of 100.00 feet; thence S01°22'50"E, a distance of 711.52 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 1,250.00 feet and a Central Angle of 52°55'51"; thence run Southeasterly along the Arc of said curve, a distance of 1,154.77 feet (Chord Bearing = S27°50'46"E, Chord = 1,114.15 feet) to a Point of Compound Curve, Concave to the North, having a Radius of 2,133.52 feet and a Central Angle of 30°50'02"; thence Easterly along the arc, a distance of 1,148.16 feet, (Chord Bearing= S69°43'43"E, Chord =1,134.36 feet) to a Point of Compound Curve, Concave to the North, having a Radius of 946.00 feet and a Central Angle of 17°02'32"; thence Easterly along the arc, a distance of 281.38 feet, (Chord Bearing= N86°20'00"E, Chord =280.35 feet); thence N12°11'16"W, a distance of 75.63 feet; thence N51°22'20"W, a distance of 205.38 feet; thence N28°05'11"W, a distance of 144.84 feet; thence N28°28'01"E, a distance of 250.28 feet; thence N53°21'03"E, a distance of 132.63 feet; thence N15°39'45"W, a distance of 51.84 feet; thence N08°50'49"E, a distance of 87.15 feet; thence N09°33'32"W, a distance of 91.75 feet; thence N61°35'05"W, a distance of 40.32 feet; thence N16°30'35"W, a distance of 29.50 feet; thence N48°41'34"E, a distance of 74.68 feet; thence N53°07'21"E, a distance of 101.42 feet; thence N61°46'15"E, a distance of 26.88 feet; thence N54°59'14"E, a distance of 70.11 feet; thence N51°20'16"E, a distance of 72.74 feet; thence N53°16'37"E, a distance of 71.96 feet; thence N19°27'45"E, a distance of 77.67 feet; thence N08°33'52"W, a distance of 32.13 feet; thence N42°01'10"E, a distance of 80.00 feet; thence N06°00'07"E, a distance of 48.80 feet; thence N21°58'43"E, a distance of 57.80 feet; thence N07°39'17"E, a distance of 60.37 feet; thence N30°47'58"W, a distance of 46.40 feet; thence N33°29'08"E, a distance of 43.73 feet; thence N07°43'30"E, a distance of 49.81 feet; thence S73°40'17"E, a distance of 37.68 feet; thence S82°26'42"E, a distance of 110.58 feet; thence N71°29'59"E, a distance of 34.78 feet; thence N82°20'40"E, a distance of 76.53 feet; thence S66°09'40"E, a distance of 75.61 feet; thence S29°07'29"E, a distance of 63.17 feet; thence S50°15'05"E, a distance of 44.76 feet; thence S31°21'32"E, a distance of 153.28 feet; thence S74°40'29"E, a distance of 50.87 feet; thence S75°44'29"E, a distance of 90.39 feet to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 1,106.59 feet and a Central Angle of 04°27'57"; thence run Northerly along the arc of said curve, a distance of 86.25 feet (Chord Bearing = N15°11'24"E, Chord = 86.23 feet) to a Point of Reverse Curve, Concave to the West, having a Radius of 1,958.95 feet and a Central Angle of 17°25'22"; thence Northerly along the arc, a distance of 595.69 feet, (Chord Bearing = N08°42'41"E, Chord = 593.39 feet); thence N00°00'00"E, a distance of 153.80 feet; thence N89°28'44"E, a distance of 100.00 feet; thence S00°00'00"E, a distance of 154.71 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 2,058.95 feet and a Central Angle of 17°25'22"; thence run Southerly along the Arc of said curve, a distance of 626.09 feet (Chord Bearing = S08°42'41"W, Chord = 623.69 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 1,006.59 feet and a Central Angle of 39°32'40"; thence Southerly along the arc, a distance of 694.73 feet, (Chord Bearing = S02°20'58"E, Chord = 681.02 feet); thence N67°52'42"E, a distance of 20.23 feet; thence N67°31'47"E, a distance of 11.07 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 16.00 feet and a Central Angle of 80°24'05"; thence run Northeasterly along the Arc of said curve, a distance of 22.45 feet (Chord Bearing = N27°19'45"E, Chord = 20.65 feet); thence N12°52'18"W, a distance of 186.93 feet to the Point of Curvature of a curve,

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LEGAL DESCRIPTION (continued)

Concave to the East, having a Radius of 60.00 feet and a Central Angle of 45°04'09"; thence run Northerly along the Arc of said curve, a distance of 47.20 feet (Chord Bearing = N09°39'47"E, Chord = 45.99 feet); thence N32°11'52"E, a distance of 47.28 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 60.00 feet and a Central Angle of 46°22'54"; thence run Northeasterly along the Arc of said curve, a distance of 48.57 feet (Chord Bearing = N55°23'18"E, Chord = 47.26 feet); thence N78°34'45"E, a distance of 26.24 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 60.00 feet and a Central Angle of 21°20'01"; thence run Easterly along the Arc of said curve, a distance of 22.34 feet (Chord Bearing = N89°14'46"E, Chord = 22.21 feet); thence S80°05'14"E, a distance of 17.94 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 60.00 feet and a Central Angle of 80°02'35"; thence run Southeasterly along the Arc of said curve, a distance of 83.82 feet (Chord Bearing = S40°03'57"E, Chord = 77.17 feet); thence S00°02'39"E, a distance of 9.16 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 40.00 feet and a Central Angle of 48°14'46"; thence run Southeasterly along the Arc of said curve, a distance of 33.68 feet (Chord Bearing = S24°10'02"E, Chord = 32.70 feet); thence S48°17'25"E, a distance of 60.50 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 60.00 feet and a Central Angle of 11°49'12"; thence run Southeasterly along the Arc of said curve, a distance of 12.38 feet (Chord Bearing = S42°22'49"E, Chord = 12.36 feet); thence S36°28'13"E, a distance of 154.92 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 122.52 feet and a Central Angle of 47°01'22"; thence run Southerly along the arc of said curve, a distance of 100.55 feet (Chord Bearing = S09°31'05"E, Chord = 97.76 feet) to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 41.52 feet and a Central Angle of 89°22'03"; thence run Southeasterly along the arc of said curve, a distance of 64.76 feet (Chord Bearing = S31°10'45"E, Chord = 58.39 feet); thence S75°51'46"E, a distance of 71.51 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 56.00 feet and a Central Angle of 27°01'09"; thence run Southeasterly along the Arc of said curve, a distance of 26.41 feet (Chord Bearing = S62°21'11"E, Chord = 26.16 feet); thence S48°50'37"E, a distance of 178.76 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 106.00 feet and a Central Angle of 34°46'28"; thence run Southeasterly along the arc of said curve, a distance of 64.33 feet (Chord Bearing = S31°15'32"E, Chord = 63.35 feet); thence S13°52'18"E, a distance of 61.38 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 94.00 feet and a Central Angle of 22°33'55"; thence run Southeasterly along the Arc of said curve, a distance of 37.02 feet (Chord Bearing = S25°09'15"E, Chord = 36.78 feet); thence S22°21'55"E, a distance of 37.15 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 2,943.81 feet and a Central Angle of 16°06'33"; thence run Easterly along the arc of said curve, a distance of 827.68 feet (Chord Bearing = N75°41'22"E, Chord = 824.95 feet) to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 1,000.00 feet and a Central Angle of 07°51'53"; thence run Northerly along the arc of said curve, a distance of 137.27 feet (Chord Bearing = N09°30'34"E, Chord = 137.16 feet) to a Point of Reverse Curve, Concave to the West, having a Radius of 2,000.00 feet and a Central Angle of 13°41'48"; thence Northerly along the arc, a distance of 478.10 feet, (Chord Bearing = N06°35'36"E, Chord = 476.97 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 650.00 feet and a Central Angle of 04°53'07"; thence Northerly along the arc, a distance of 55.42 feet, (Chord Bearing = N02°11'16"E, Chord = 55.41 feet); thence N85°08'27"W, a distance of 33.14 feet; thence N01°22'55"W, a distance of 1,019.87 feet; thence N88°37'10"E, a distance of 1,531.97 feet; thence S01°03'12"E, a distance of 1,442.08 feet; thence S20°55'54"W, a distance of 1,180.37 feet to the Point of Beginning.

Containing 770.73 acres, more or less.

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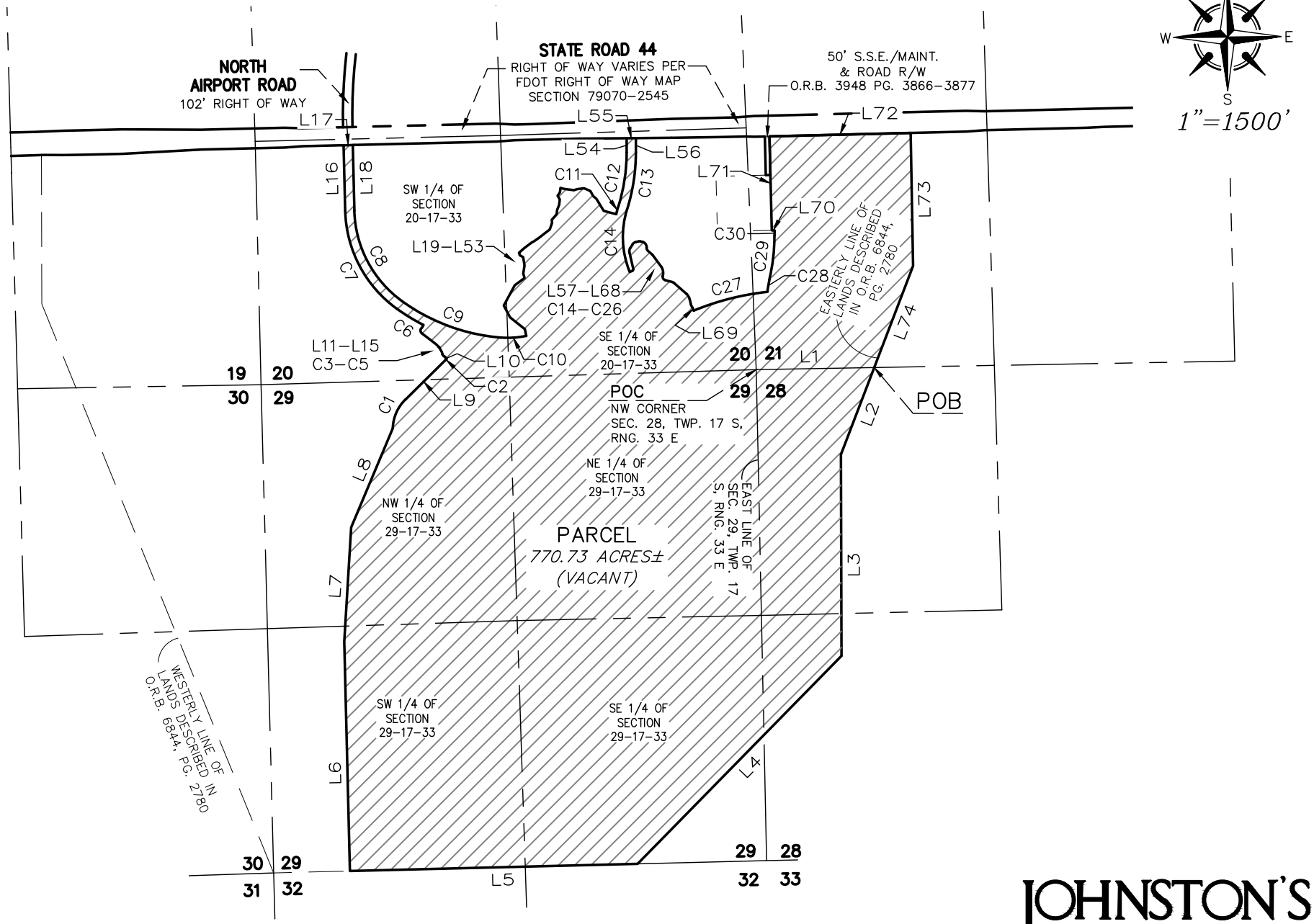
SKETCH OF DESCRIPTION



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LINE TABLES

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°59'18"E	1279.79'
L2	S20°55'54"W	1010.36'
L3	S00°09'30"E	2184.23'
L4	S44°25'05"W	3158.86'
L5	S88°34'48"W	3121.49'
L6	N01°25'12"W	2489.22'
L7	N03°28'54"E	1241.79'
L8	N22°46'24"E	1168.02'
L9	N45°22'11"E	612.71'
L10	N41°07'11"W	16.27'
L11	N12°06'10"W	19.80'
L12	N29°26'19"W	60.64'
L13	N45°25'55"W	48.30'
L14	N52°41'14"W	190.91'
L15	N27°04'57"E	31.56'
L16	N01°22'50"W	711.54'
L17	N88°37'56"E	100.00'
L18	S01°22'50"E	711.52'
L19	N12°11'16"W	75.63'
L20	N51°22'20"W	205.38'
L21	N28°05'11"W	144.84'
L22	N28°28'01"E	250.28'
L23	N53°21'03"E	132.63'
L24	N15°39'45"W	51.84'
L25	N08°50'49"E	87.15'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L26	N09°33'32"W	91.75'
L27	N61°35'05"W	40.32'
L28	N16°30'35"W	29.50'
L29	N48°41'34"E	74.68'
L30	N53°07'21"E	101.42'
L31	N61°46'15"E	26.88'
L32	N54°59'14"E	70.11'
L33	N51°20'16"E	72.74'
L34	N53°16'37"E	71.96'
L35	N19°27'45"E	77.67'
L36	N08°33'52"W	32.13'
L37	N42°01'10"E	80.00'
L38	N06°00'07"E	48.80'
L39	N21°58'43"E	57.80'
L40	N07°39'17"E	60.37'
L41	N30°47'58"W	46.40'
L42	N33°29'08"E	43.73'
L43	N07°43'30"E	49.81'
L44	S73°40'17"E	37.68'
L45	S82°26'42"E	110.58'
L46	N71°29'59"E	34.78'
L47	N82°20'40"E	76.53'
L48	S66°09'40"E	75.61'
L49	S29°07'29"E	63.17'
L50	S50°15'05"E	44.76'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L51	S31°21'32"E	153.28'
L52	S74°40'29"E	50.87'
L53	S75°44'29"E	90.39'
L54	N00°00'00"E	153.80'
L55	N89°28'44"E	100.00'
L56	S00°00'00"E	154.71'
L57	N67°52'42"E	20.23'
L58	N67°31'47"E	11.07'
L59	N12°52'18"W	186.93'
L60	N32°11'52"E	47.28'
L61	N78°34'45"E	26.24'
L62	S80°05'14"E	17.94'
L63	S00°02'39"E	9.16'
L64	S48°17'25"E	60.50'
L65	S36°28'13"E	154.92'
L66	S75°51'46"E	71.51'
L67	S48°50'37"E	178.76'
L68	S13°52'18"E	61.38'
L69	S22°21'55"E	37.15'
L70	N85°08'27"W	33.14'
L71	N01°22'55"W	1019.87'
L72	N88°37'10"E	1531.97'
L73	S01°03'12"E	1442.08'
L74	S20°55'54"W	1180.37'

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CURVE TABLE

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	450.00'	43°31'38"	341.86'	N23°36'22"E	333.70'
C2	300.00'	3°30'38"	18.38'	N47°07'30"E	18.38'
C3	19.00'	57°04'42"	18.93'	N40°14'52"W	18.15'
C4	40.00'	56°41'02"	39.57'	N40°26'41"W	37.98'
C5	40.00'	106°46'11"	74.54'	N00°41'51"E	64.21'
C6	2233.52'	8°36'22"	335.48'	N58°36'52"W	335.17'
C7	1350.00'	52°55'51"	1247.16'	N27°50'46"W	1203.28'
C8	1250.00'	52°55'51"	1154.77'	S27°50'46"E	1114.15'
C9	2133.52'	30°50'02"	1148.16'	S69°43'43"E	1134.36'
C10	946.00'	17°02'32"	281.38'	N86°20'00"E	280.35'
C11	1106.59'	4°27'57"	86.25'	N15°11'24"E	86.23'
C12	1958.95'	17°25'22"	595.69'	N08°42'41"E	593.39'
C13	2058.95'	17°25'22"	626.09'	S08°42'41"W	623.69'
C14	1006.59'	39°32'40"	694.73'	S02°20'58"E	681.02'
C15	16.00'	80°24'05"	22.45'	N27°19'45"E	20.65'
C16	60.00'	45°04'09"	47.20'	N09°39'47"E	45.99'
C17	60.00'	46°22'54"	48.57'	N55°23'18"E	47.26'
C18	60.00'	21°20'01"	22.34'	N89°14'46"E	22.21'
C19	60.00'	80°02'35"	83.82'	S40°03'57"E	77.17'
C20	40.00'	48°14'46"	33.68'	S24°10'02"E	32.70'
C21	60.00'	11°49'12"	12.38'	S42°22'49"E	12.36'
C22	122.52'	47°01'22"	100.55'	S09°31'05"E	97.76'
C23	41.52'	89°22'03"	64.76'	S31°10'45"E	58.39'
C24	56.00'	27°01'09"	26.41'	S62°21'11"E	26.16'
C25	106.00'	34°46'28"	64.33'	S31°15'32"E	63.35'
C26	94.00'	22°33'55"	37.02'	S25°09'15"E	36.78'
C27	2943.81'	16°06'33"	827.68'	N75°41'22"E	824.95'
C28	1000.00'	7°51'53"	137.27'	N09°30'34"E	137.16'
C29	2000.00'	13°41'48"	478.10'	N06°35'36"E	476.97'
C30	650.00'	4°53'07"	55.42'	N02°11'16"E	55.41'

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EXHIBIT 3

Landowner Consent

CONSENT AND JOINDER OF LANDOWNER
TO ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of those certain lands which are more fully described in the Legal Description and Sketch of Description attached hereto as **Exhibit A** (the "**Property**").

The undersigned understands and acknowledges that Pulte Home Company, LLC (the "**Petitioner**") intends to submit a petition to establish a Community Development District in accordance with the provisions of Chapter 190, *Florida Statutes*.

As an owner of lands which are intended to constitute the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or a written revocation is issued, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[*signatures on following page*]

Executed this 16th day of July, 2025.

SOUTH VILLAGE PROPERTIES, LLC, a Georgia limited liability company

By: Zaid Toukan
Its: Manager

STATE OF Georgia)
COUNTY OF Fulton)

Zaid toukan

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 16 day of July 2025, by ~~Roy Jenkins~~, as Manager of South Village Properties, LLC, a Georgia limited liability company, who is ☐ personally known to me or ☑ produced Drivers license as identification.

ROY FRANKLIN JENKINS NOTARY PUBLIC FULTON COUNTY EXPIRES GEORGIA March 19, 2029

Roy Jenkins
(Official Notary Signature & Seal)

Print Name: Roy Jenkins
Notary Public, State of ~~Florida~~ Georgia

Exhibit A: Sketch of Description of the Property

Exhibit A

Legal Description and

Sketch of Description of the Property

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of Sections 20, 21, 28 and 29, Township 17 South, Range 33 East, Volusia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 28, Township 17 South, Range 33 East, Volusia County, Florida; thence N88°59'18"E, along the North line of said Section 28, a distance of 1279.79 feet to the Point of Beginning; thence departing said North line, run S20°55'54"W, a distance of 1,010.36 feet; thence S00°09'30"E, a distance of 2,184.23 feet; thence S44°25'05"W, a distance of 3,158.86 feet; thence S88°34'48"W, a distance of 3,121.49 feet; thence N01°25'12"W, a distance of 2,489.22 feet; thence N03°28'54"E, a distance of 1,241.79 feet; thence N22°46'24"E, a distance of 1,168.02 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 450.00 feet and a Central Angle of 43°31'38"; thence run Northeasterly along the arc of said curve, a distance of 341.86 feet (Chord Bearing = N23°36'22"E, Chord = 333.70 feet); thence N45°22'11"E, a distance of 612.71 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 300.00 feet and a Central Angle of 03°30'38"; thence run Northeasterly along the arc of said curve, a distance of 18.38 feet (Chord Bearing = N47°07'30"E, Chord = 18.38 feet); thence N41°07'11"W, a distance of 16.27 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 19.00 feet and a Central Angle of 57°04'42"; thence run Northwesterly along the arc of said curve, a distance of 18.93 feet (Chord Bearing = N40°14'52"W, Chord = 18.15 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 40.00 feet and a Central Angle of 56°41'02"; thence Northwesterly along the arc, a distance of 39.57 feet, (Chord Bearing = N40°26'41"W, Chord = 37.98 feet); thence N12°06'10"W, a distance of 19.80 feet; thence N29°26'19"W, a distance of 60.64 feet; thence N45°25'55"W, a distance of 48.30 feet; thence N52°41'14"W, a distance of 190.91 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 40.00 feet and a Central Angle of 106°46'11"; thence run Northerly along the Arc of said curve, a distance of 74.54 feet (Chord Bearing = N00°41'51"E, Chord = 64.21 feet); thence N27°04'57"E, a distance of 31.56 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 2,233.52 feet and a Central Angle of 08°36'22"; thence run Northwesterly along the arc of said curve, a distance of 335.48 feet (Chord Bearing =

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: PULTE GROUP

DATE OF SKETCH 4/12/2024	REVISIONS
SCALE 1" = 1500'	
F.B. PAGE	
SECTIONS 20, 21, 28 & 29	
TWP. 17 S., RNG. 33 E.	
JOB NO. 22-344	

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

4/15/2024

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

914

LEGAL DESCRIPTION (continued)

SKETCH OF DESCRIPTION

N58°36'52"W, Chord = 335.17 feet) to a Point of Compound Curve, Concave to the Northeast, having a Radius of 1,350.00 feet and a Central Angle of 52°55'51"; thence Northwesterly along the arc, a distance of 1,247.16 feet, (Chord Bearing= N27°50'46"W, Chord =1,203.28 feet); thence N01°22'50"W, a distance of 711.54 feet; thence N88°37'56"E, a distance of 100.00 feet; thence S01°22'50"E, a distance of 711.52 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 1,250.00 feet and a Central Angle of 52°55'51"; thence run Southeasterly along the Arc of said curve, a distance of 1,154.77 feet (Chord Bearing = S27°50'46"E, Chord = 1,114.15 feet) to a Point of Compound Curve, Concave to the North, having a Radius of 2,133.52 feet and a Central Angle of 30°50'02"; thence Easterly along the arc, a distance of 1,148.16 feet, (Chord Bearing= S69°43'43"E, Chord =1,134.36 feet) to a Point of Compound Curve, Concave to the North, having a Radius of 946.00 feet and a Central Angle of 17°02'32"; thence Easterly along the arc, a distance of 281.38 feet, (Chord Bearing= N86°20'00"E, Chord =280.35 feet); thence N12°11'16"W, a distance of 75.63 feet; thence N51°22'20"W, a distance of 205.38 feet; thence N28°05'11"W, a distance of 144.84 feet; thence N28°28'01"E, a distance of 250.28 feet; thence N53°21'03"E, a distance of 132.63 feet; thence N15°39'45"W, a distance of 51.84 feet; thence N08°50'49"E, a distance of 87.15 feet; thence N09°33'32"W, a distance of 91.75 feet; thence N61°35'05"W, a distance of 40.32 feet; thence N16°30'35"W, a distance of 29.50 feet; thence N48°41'34"E, a distance of 74.68 feet; thence N53°07'21"E, a distance of 101.42 feet; thence N61°46'15"E, a distance of 26.88 feet; thence N54°59'14"E, a distance of 70.11 feet; thence N51°20'16"E, a distance of 72.74 feet; thence N53°16'37"E, a distance of 71.96 feet; thence N19°27'45"E, a distance of 77.67 feet; thence N08°33'52"W, a distance of 32.13 feet; thence N42°01'10"E, a distance of 80.00 feet; thence N06°00'07"E, a distance of 48.80 feet; thence N21°58'43"E, a distance of 57.80 feet; thence N07°39'17"E, a distance of 60.37 feet; thence N30°47'58"W, a distance of 46.40 feet; thence N33°29'08"E, a distance of 43.73 feet; thence N07°43'30"E, a distance of 49.81 feet; thence S73°40'17"E, a distance of 37.68 feet; thence S82°26'42"E, a distance of 110.58 feet; thence N71°29'59"E, a distance of 34.78 feet; thence N82°20'40"E, a distance of 76.53 feet; thence S66°09'40"E, a distance of 75.61 feet; thence S29°07'29"E, a distance of 63.17 feet; thence S50°15'05"E, a distance of 44.76 feet; thence S31°21'32"E, a distance of 153.28 feet; thence S74°40'29"E, a distance of 50.87 feet; thence S75°44'29"E, a distance of 90.39 feet to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 1,106.59 feet and a Central Angle of 04°27'57"; thence run Northerly along the arc of said curve, a distance of 86.25 feet (Chord Bearing = N15°11'24"E, Chord = 86.23 feet) to a Point of Reverse Curve, Concave to the West, having a Radius of 1,958.95 feet and a Central Angle of 17°25'22"; thence Northerly along the arc, a distance of 595.69 feet, (Chord Bearing = N08°42'41"E, Chord = 593.39 feet); thence N00°00'00"E, a distance of 153.80 feet; thence N89°28'44"E, a distance of 100.00 feet; thence S00°00'00"E, a distance of 154.71 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 2,058.95 feet and a Central Angle of 17°25'22"; thence run Southerly along the Arc of said curve, a distance of 626.09 feet (Chord Bearing = S08°42'41"W, Chord = 623.69 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 1,006.59 feet and a Central Angle of 39°32'40"; thence Southerly along the arc, a distance of 694.73 feet, (Chord Bearing = S02°20'58"E, Chord = 681.02 feet); thence N67°52'42"E, a distance of 20.23 feet; thence N67°31'47"E, a distance of 11.07 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 16.00 feet and a Central Angle of 80°24'05"; thence run Northeasterly along the Arc of said curve, a distance of 22.45 feet (Chord Bearing = N27°19'45"E, Chord = 20.65 feet); thence N12°52'18"W, a distance of 186.93 feet to the Point of Curvature of a curve,

JOHNSTON'S SURVEYING INC.
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Tel. (407) 847-2179 Fax (407) 847-6140

LEGAL DESCRIPTION (continued)

SKETCH OF DESCRIPTION

Concave to the East, having a Radius of 60.00 feet and a Central Angle of 45°04'09"; thence run Northerly along the Arc of said curve, a distance of 47.20 feet (Chord Bearing = N09°39'47"E, Chord = 45.99 feet); thence N32°11'52"E, a distance of 47.28 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 60.00 feet and a Central Angle of 46°22'54"; thence run Northeasterly along the Arc of said curve, a distance of 48.57 feet (Chord Bearing = N55°23'18"E, Chord = 47.26 feet); thence N78°34'45"E, a distance of 26.24 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 60.00 feet and a Central Angle of 21°20'01"; thence run Easterly along the Arc of said curve, a distance of 22.34 feet (Chord Bearing = N89°14'46"E, Chord = 22.21 feet); thence S80°05'14"E, a distance of 17.94 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 60.00 feet and a Central Angle of 80°02'35"; thence run Southeasterly along the Arc of said curve, a distance of 83.82 feet (Chord Bearing = S40°03'57"E, Chord = 77.17 feet); thence S00°02'39"E, a distance of 9.16 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 40.00 feet and a Central Angle of 48°14'46"; thence run Southeasterly along the Arc of said curve, a distance of 33.68 feet (Chord Bearing = S24°10'02"E, Chord = 32.70 feet); thence S48°17'25"E, a distance of 60.50 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 60.00 feet and a Central Angle of 11°49'12"; thence run Southeasterly along the Arc of said curve, a distance of 12.38 feet (Chord Bearing = S42°22'49"E, Chord = 12.36 feet); thence S36°28'13"E, a distance of 154.92 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 122.52 feet and a Central Angle of 47°01'22"; thence run Southerly along the arc of said curve, a distance of 100.55 feet (Chord Bearing = S09°31'05"E, Chord = 97.76 feet) to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 41.52 feet and a Central Angle of 89°22'03"; thence run Southeasterly along the arc of said curve, a distance of 64.76 feet (Chord Bearing = S31°10'45"E, Chord = 58.39 feet); thence S75°51'46"E, a distance of 71.51 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 56.00 feet and a Central Angle of 27°01'09"; thence run Southeasterly along the Arc of said curve, a distance of 26.41 feet (Chord Bearing = S62°21'11"E, Chord = 26.16 feet); thence S48°50'37"E, a distance of 178.76 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 106.00 feet and a Central Angle of 34°46'28"; thence run Southeasterly along the arc of said curve, a distance of 64.33 feet (Chord Bearing = S31°15'32"E, Chord = 63.35 feet); thence S13°52'18"E, a distance of 61.38 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 94.00 feet and a Central Angle of 22°33'55"; thence run Southeasterly along the Arc of said curve, a distance of 37.02 feet (Chord Bearing = S25°09'15"E, Chord = 36.78 feet); thence S22°21'55"E, a distance of 37.15 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 2,943.81 feet and a Central Angle of 16°06'33"; thence run Easterly along the arc of said curve, a distance of 827.68 feet (Chord Bearing = N75°41'22"E, Chord = 824.95 feet) to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 1,000.00 feet and a Central Angle of 07°51'53"; thence run Northerly along the arc of said curve, a distance of 137.27 feet (Chord Bearing = N09°30'34"E, Chord = 137.16 feet) to a Point of Reverse Curve, Concave to the West, having a Radius of 2,000.00 feet and a Central Angle of 13°41'48"; thence Northerly along the arc, a distance of 478.10 feet, (Chord Bearing = N06°35'36"E, Chord = 476.97 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 650.00 feet and a Central Angle of 04°53'07"; thence Northerly along the arc, a distance of 55.42 feet, (Chord Bearing = N02°11'16"E, Chord = 55.41 feet); thence N85°08'27"W, a distance of 33.14 feet; thence N01°22'55"W, a distance of 1,019.87 feet; thence N88°37'10"E, a distance of 1,531.97 feet; thence S01°03'12"E, a distance of 1,442.08 feet; thence S20°55'54"W, a distance of 1,180.37 feet to the Point of Beginning.

Containing 770.73 acres, more or less.

JOHNSTON'S SURVEYING INC.
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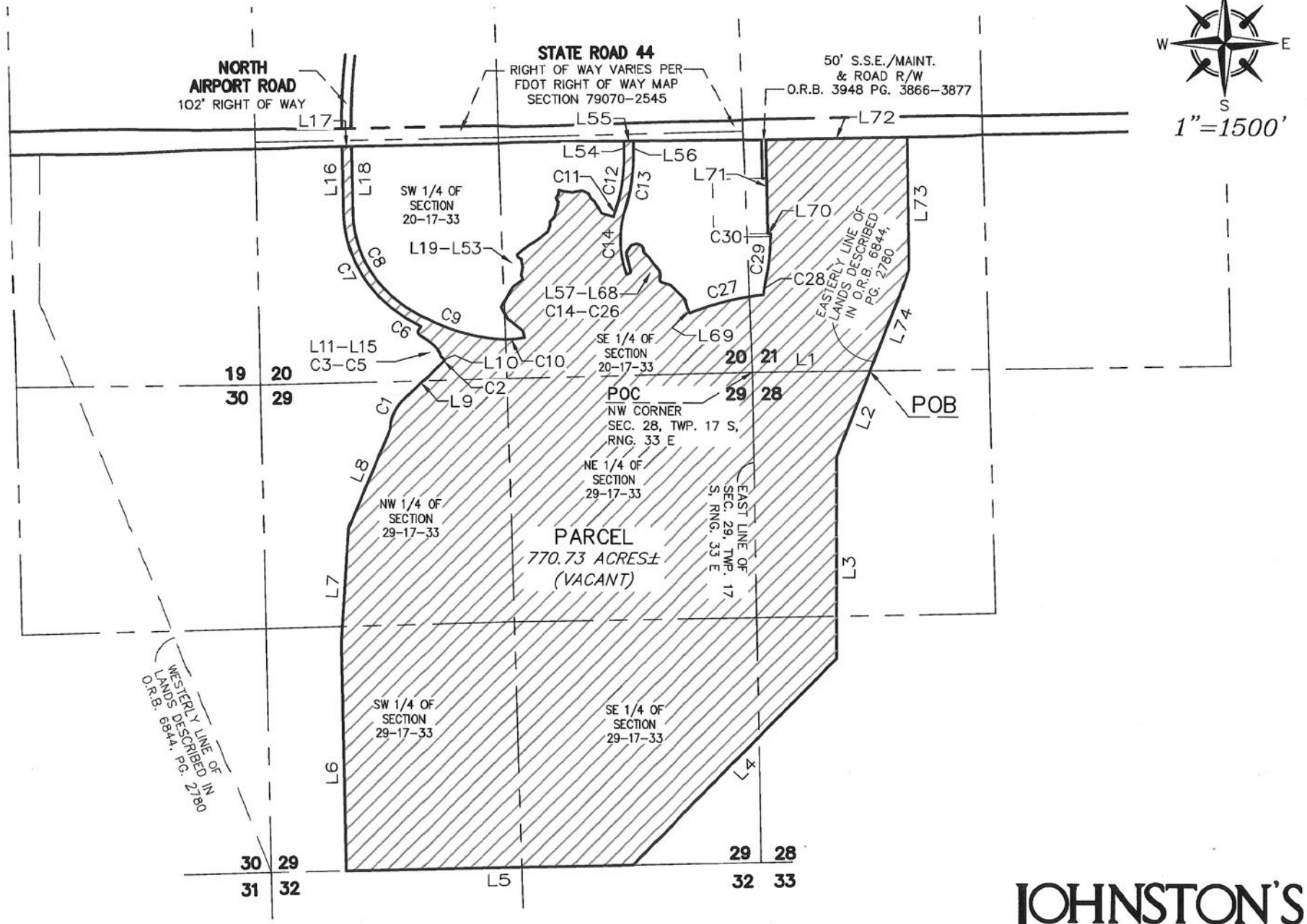
Tel. (407) 847-2179 Fax (407) 847-6140

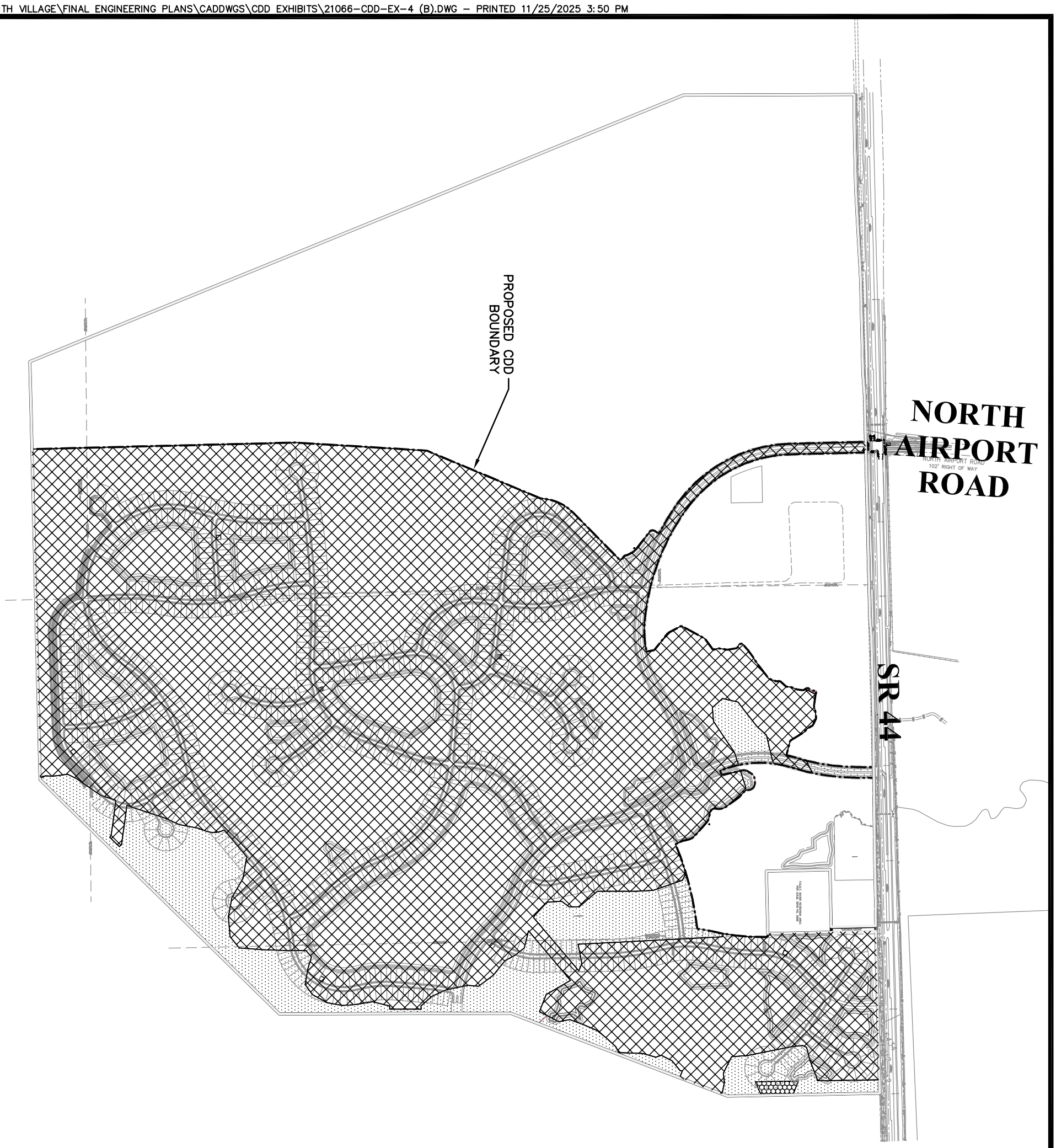
SKETCH OF DESCRIPTION

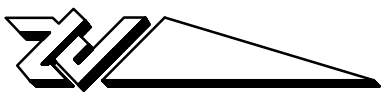


JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

EXHIBIT 4

Future Land Use Map





0 500 1,000 1,500 2,000

SCALE : 1" = 1,000'

LEGEND:

- AGR - AGRICULTURAL
- CON - CONSERVATION
- SCD - SUSTAINABLE COMMUNITY DEVELOPMENT

NOTE:

INFORMATION OBTAINED FROM CITY OF NEW SMYRNA BEACH: COMPREHENSIVE PLAN MAP II-4 - FUTURE LAND USE MAP (NOVEMBER 2025)

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

SOUTH VILLAGE NSB

FUTURE LAND USE PLAN

CITY OF NEW SMYRNA BEACH VOLUSIA COUNTY, FLORIDA

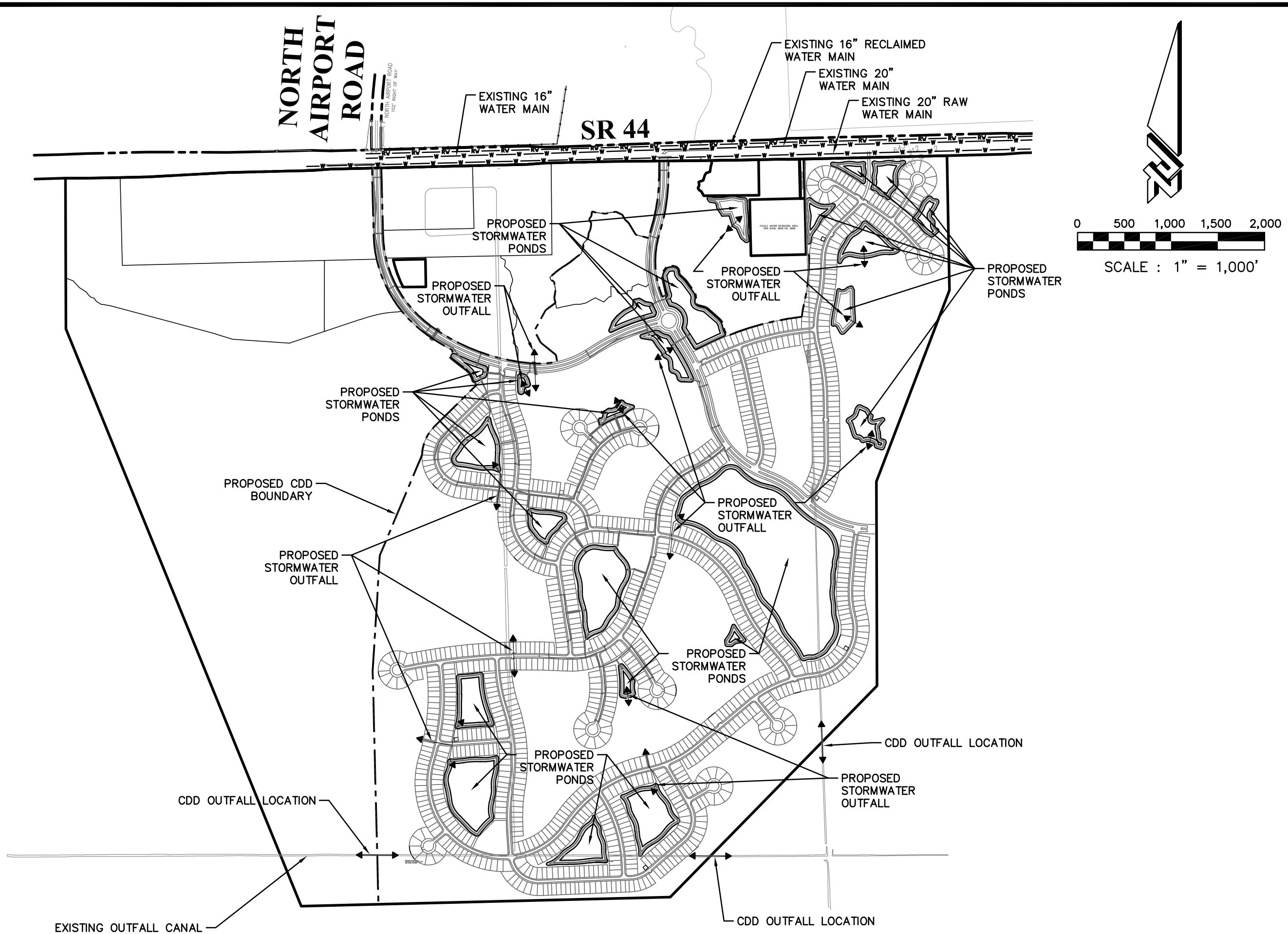
XXX
NOT VALID WITHOUT SEAL

PROJECT NO: ZC 21066
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 21066-CDD-EX-4 (B)
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

EXHIBIT 4

EXHIBIT 5

Drainage and Utility Map



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ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

SOUTH VILLAGE NSB UTILITY & STORMWATER EXHIBIT

CITY OF NEW SMYRNA BEACH VOLUSIA COUNTY, FLORIDA

XXX
NOT VALID WITHOUT SEAL

PROJECT NO:	ZC 21066
DESIGNED BY:	MLR
DRAFTED BY:	MLR
CHECKED BY:	RMH
DRAWING FILE:	21066-CDD-EX-5
XREF'S:	XXXXX.DWG
XREF'S:	XXXXX.DWG

EXHIBIT 5

R:\21066 SOUTH VILLAGE\FINAL ENGINEERING PLANS\CADDWGS\CDD EXHIBITS\21066-CDD-EX-5.DWG -- PRINTED 6/21/2024 4:27 PM

EXHIBIT 6

District Facilities and Services

EXHIBIT 6
SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT
FACILITIES AND SERVICES

Component[1]	Estimated Construction Costs	Funded[2]	Maintained	Ownership
Onsite Rights-Of-Way[3]	$9,335,000	CDD	City	City
Offsite Rights-Of-Way[4]	2,500,000	CDD	FDOT/County	FDOT/County
Onsite and Offsite Trails[5]	800,000	CDD	CDD	CDD
Stormwater Management Systems and Earthwork	24,300,000	CDD	CDD	CDD
Conservation and Wetland Areas	N/A	CDD	CDD	CDD
Onsite Potable Water Utilities	3,330,000	CDD	NSBU	NSBU
Onsite Reclaimed Water Utilities	2,300,000	CDD	NSBU	NSBU
Onsite Sewer & Wastewater Utilities	7,000,000	CDD	NSBU	NSBU
Offsite Utilities	1,800,000	CDD	NSBU	NSBU
Undergrounding of Electric Conduit[6]	1,100,000	CDD	NSBU	NSBU
Landscape, Hardscape & Irrigation of Public Common Areas	5,100,000	CDD	CDD	CDD
Subtotal	**57,535,000**			
Soft Costs	5,753,500			
Contingency	5,753,500			
Total	**$69,042,000**			

Key: CDD = South Village NSB Community Development District, City = City of New Smyrna Beach, County = Volusia County, NSBU = New Smyrna Beach Utilities, FDOT = Florida Department of Transportation

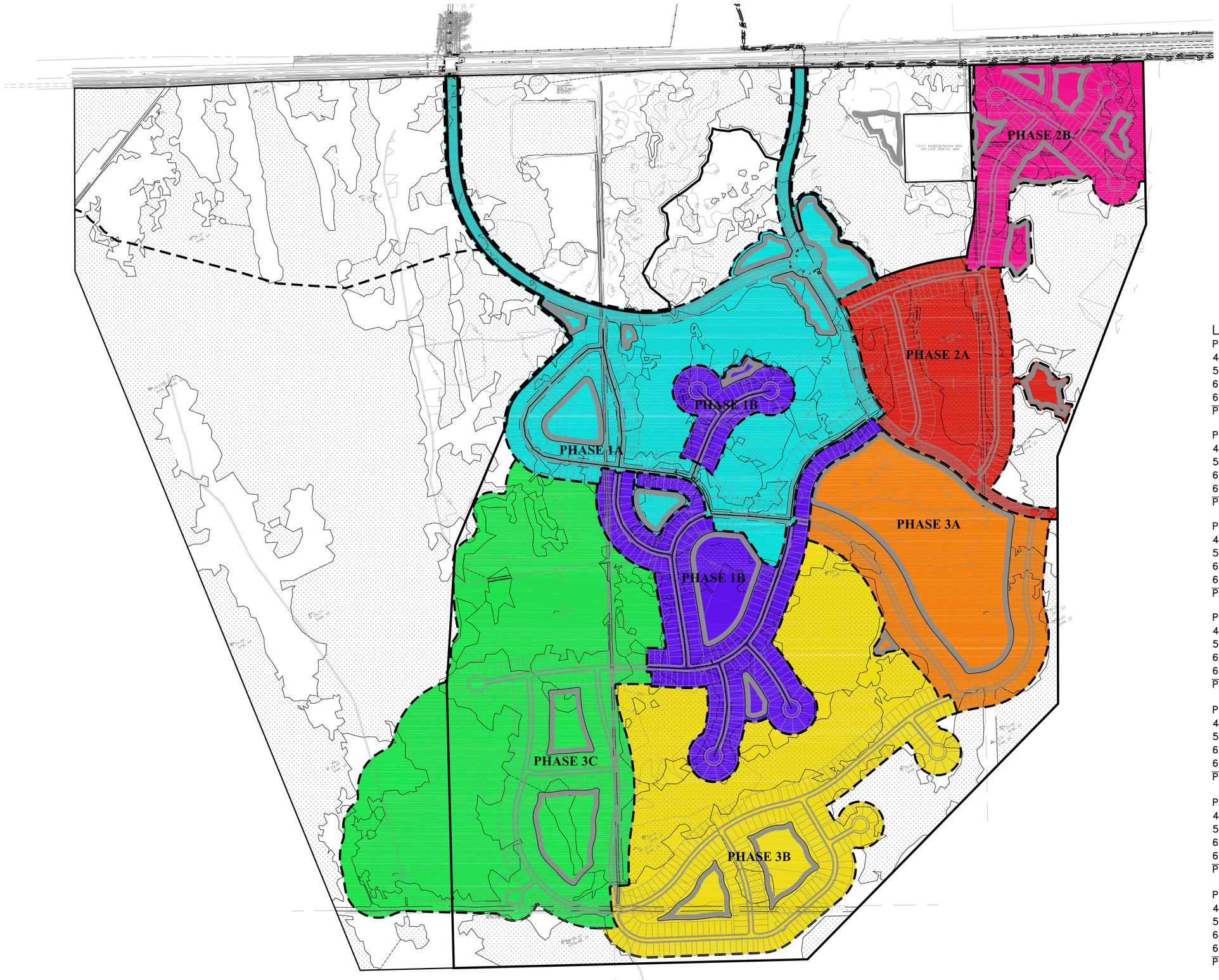
Footnotes

1) All development shall be conducted in accordance with final approvals by the City, and this petition is not intended to alter any such approvals.
2) Developer may alternatively elect to privately fund/finance certain of the improvements above, and have an HOA own and operate such improvements instead of the CDD.
3) Denotes public rights-of-way internal to the CDD boundaries, including sidewalks within the right-of-way.
4) FDOT will own/maintain the improvements to SR 44 right-of-way and County will own/maintain the improvements to North Airport Road right-of-way.
5) For portions of the trail where the underlying real property is owned by a private third party, the CDD will have a permanent easement from the landowner for purposes of operation and maintenance of the public trail system.
6) CDD intends to lease streetlights through an agreement with the electric provider. Accordingly, the CDD will not finance the streetlights but instead will fund them through an annual operations assessment. However, the CDD's improvement plan may include the differential cost of undergrounding the electric utilities.

EXHIBIT 7

PHASING

MAP



0 200 400 600 800

SCALE : 1" = 400'

LEGEND:

EXISTING WETLANDS

PROPOSED ASPHALT PAVEMENT

LOT COUNT PER PHASE:

PHASE 1A:	
40' LOT	23
50' LOT	87
60' LOT	40
64' LOT	3
PHASE 1A TOTAL	153

PHASE 1B:	
40' LOT	27
50' LOT	119
60' LOT	97
64' LOT	14
PHASE 1B TOTAL	257

PHASE 2A:	
40' LOT	10
50' LOT	85
60' LOT	42
64' LOT	4
PHASE 2A TOTAL	141

PHASE 2B:	
40' LOT	12
50' LOT	60
60' LOT	38
64' LOT	5
PHASE 2B TOTAL	115

PHASE 3A:	
40' LOT	11
50' LOT	76
60' LOT	44
64' LOT	5
PHASE 3A TOTAL	136

PHASE 3B:	
40' LOT	16
50' LOT	152
60' LOT	81
64' LOT	8
PHASE 3B TOTAL	257

PHASE 3C:	
40' LOT	14
50' LOT	126
60' LOT	69
64' LOT	9
PHASE 3C TOTAL	218

PROJECT TOTAL 1277

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
OWENSBORO BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS

SOUTH VILLAGE PHASE MAP

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 21066
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RH
DRAWING FILE: 21066_PHASE
XREF'S: 21066_SURV.DWG
XREF'S: 21066_BAS.DWG

XXX
NOT VALID WITHOUT SEAL

SHEET: 1 OF 1

R:\21066 SOUTH VILLAGE\FINAL ENGINEERING PLANS\CAD\DWGS\EXHIBITS\21066_PHASE.DWG -- PRINTED: 7/7/2025 8:21 AM

EXHIBIT 8

SERC

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to form the **South Village NSB Community Development District** (the "District"). The proposed District comprises approximately 770.73 acres of land located within the City of New Smyrna Beach, Florida (hereafter "City"). The project is planned for approximately 1,277 residential units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of the South Village NSB Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 770.73 acres.

The development plan for the proposed lands within the District includes approximately 1,277 residential units. Such uses are authorized for inclusion within the District. A community development district ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD's provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." *See* Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as South Village NSB. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with

the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency[1], and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of $1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 of this SERC.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the South Village NSB Community Development District is a community that is proposed to include approximately 1,277 residential units. Formation of the District would put all of these units under the jurisdiction of the District. Prior to sale of any units, all of the land owned by the developer and any other landowner will also be under the jurisdiction of the District. Such owners purchase property within the District willingly and with knowledge and advance notice they are subject to the District's jurisdiction, including notice recorded in the public records, in title and through purchase and sale agreements.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

[1] For the purposes of this SERC, the term "agency" means City of New Smyrna Beach and the term "rule" means the ordinance(s) which the City of New Smyrna Beach will enact in connection with the creation of the District.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The proposed District will encompass under 2500 acres, therefore the City is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the Florida Department of Economic Opportunity, which offsets such costs.

City of New Smyrna Beach

The City and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the City charges the petitioner a filing fee to cover the cost of staff review of the petition.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. Furthermore, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the City. In accordance with Florida law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that onsite and offsite roads; stormwater management systems; onsite and offsite utilities; common area landscape, hardscape and irrigation; onsite and offsite trails, conservation and wetlands, undergrounding of the electrical system; and soft costs and contingencies will be financed by the District.

Table 1.
South Village NSB CDD Proposed Facilities and Services

District Infrastructure	Construction	Ownership	Capital Financing*	Operation and Maintenance
Onsite Roads	Developer	City	District Bonds	City
Offsite Roads	Developer	County/FDOT	District Bonds	County/FDOT
Stormwater Management	Developer	District	District Bonds	District
Onsite Water, Sewer & Reclaimed Water Utilities	Developer	NSBU	District Bonds	NSBU
Offsite Water, Sewer & Reclaimed Water Utilities	Developer	NSBU	District Bonds	NSBU
Common Area Landscape, Hardscape & Irrigation	Developer	District	District Bonds	District
Onsite and Offsite Trails	Developer	District	District Bonds	District
Conservation/Wetlands	Developer	District	District Bonds	District
Undergrounding Electrical	Developer	NSBU	District Bonds	NSBU

*Costs not funded by bonds will be funded by the developer.

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately $69,042,000. The District may issue special assessment bonds or other revenue bonds to fund the construction and/or acquisition of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that benefit from the District's capital improvement program.

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

Table 2. Cost Estimate for District Facilities

District Infrastructure	Estimated Cost
Onsite Roads	$ 9,335,000
Offsite Roads	2,500,000
Stormwater Management	24,300,000
Onsite Utilities	12,600,000
Offsite Utilities	1,800,000
Common Area Landscape, Hardscape & Irrig	5,100,000
Onsite and Offsite Trails	800,000
Undergrounding Electrical	1,100,000
Soft Costs and Contingencies	11,507,000
TOTAL	$ 69,042,000

In considering these costs it shall be noted that the lands to be included within the District will receive four major classes of benefits.

First, the property in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, the proposed District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, the proposed District is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, the proposed District has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

Lastly, based upon Chapter 2025-189, *Laws of Florida* (SB 108), the following potential transactional costs need to be specifically addressed in determining the estimate of such costs relative to the proposed District:

1. Filing Fee – *up to $15,000 per unincorporated county or municipality for which the District is located and fully funded by the petitioner. The District will be required to pay an annual Special District fee of $175 to the State per provisions of Section 189.018, Florida Statutes.*
2. Expenses to obtain a license – *The District will not require any individual or entity to obtain any specific licenses as a result of adoption of the rule.*
3. Necessary Equipment – *The District will not require any specific equipment that is necessary to operate the District.*
4. Installation, utilities for, and maintenance of necessary equipment – *The District will not require any specific equipment that is necessary to operate the District.*
5. Necessary operations or procedures – *The District will incur cost for the operation and maintenance of the facilities detailed in table 1 which should not exceed $500,000 annually*

that will be fully funded by the property owners of the District.

6. Accounting, financial, information management, and other administrative processes – *The District will contract with a management consulting firm to provide these services that should not exceed $50,000 annually that will be fully funded by the property owners of the District. The State will incur information management and administrative processes as a result of the requirements of the Uniform Special District Accountability Act codified in Chapter 189, Florida Statutes, which transactional costs related thereto are intended to be offset by the annual $175 filing fee paid by the District.*
7. Labor, based on relevant wages, salaries, and benefits – *The District will utilize independent contractors to operate District therefore no direct cost associated with labor, wages, etc.*
8. Materials and supplies – *There maybe cost for materials and supplies that should not exceed $25,000 annually that will be fully funded by the property owners of the District.*
9. Capital expenditures, including financing costs – *See table 2 above*
10. Professional and technical services, including contracted services necessary to implement and maintain compliance – *The District will contract for management, legal and engineering services in order to maintain compliance with all rules, regulations and statutes which cumulatively should not exceed $100,000 annually (a portion of which is noted in the response to 6. above) that will be fully funded by the property owners of the District.*
11. Monitoring and reporting – *The District will contract with an engineering firm to ensure the District complies with any monitoring and reporting requirements which should not exceed $10,000 annually that will be fully funded by the property owners of the District.*
12. Qualifying and recurring education, training and testing – *Any cost associated with education, training and testing is part of the consultants contract therefore no additional cost.*
13. Travel – *There may be minor travel cost associated with maintaining the District that should be less than $5,000 annually and will be fully funded by the property owners of the District*.
14. Insurance and surety requirements – *The basic liability insurance policy for the District should not exceed $10,000 annually and will be fully funded by the property owners of the District. Property insurance may also be required and is not reflected in the above estimate.*
15. A fair and reasonable allocation of administrative costs and overhead – *The District is less than 2,500 acres and initially the Administrative costs and overhead should be allocated on per acre basis with all cost being fully funded by the property owners of the District.*
16. Reduced sales or other revenue – *Sales and Other Revenue should not be impacted by the establishment of the District.*
17. Other items suggested by the rules ombudsman in the Governor' office or by any other interested person, business organization, or business representative – *None.*

Further, Ch. 2025-189, Laws of Florida (SB 106), also requires an analysis of the market impacts likely to result from compliance with the district establishment, if applicable, such as the following:

1. Changes to customer charges for goods or services – *No Impact*
2. Changes to the market value of goods or services produced, provided, or sold – *No Impact*
3. Changes to cost resulting from the purchase of substitute or alternative goods or services – *No Impact*
4. The reasonable value of time to be spent by owners, officers, operators, and managers to understand and comply with the proposed rule, including, but not limited to, time to be spent completing required education, training or testing. – *The District is required to annually adopt a budget that includes administrative fees paid to consultants that fully understand the compliance requirements associated with the establishment of the District. The annual administrative budget is generally less than $150,000 and fully funded by the property owners of the District.*

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide

infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no adverse impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City has an estimated un-incarcerated population that is greater than 10,000 according to the 2020 U.S. Census. Therefore, the City is not defined as a "small city" according to section 120.52(19), Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

Prepared by:
Governmental Management Services - Central Florida, LLC
July 23, 2025

EXHIBIT 9

Authorization of Agent

Authorization of Agent

This shall serve as a designation of Mark A. Watts of Cobb Cole, P.A., whose address is 231 North Woodland Boulevard, DeLand, Florida 32720, to act as agent for Pulte Home Company, LLC, a Michigan limited liability company ("Petitioner"), with regard to any and all matters pertaining to the Petition to the City Commission of the City of New Smyrna Beach, Florida, to establish a Community Development District pursuant to Chapter 190, *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

Executed this 28 day of May, 2025.

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: Maleia P Smiferguso
Name: Maleia Smiferguso
Title: Director – Land Development (Central Florida)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 28th day of MAY, 2025, by Maleia Smiferguso, as a Director – Land Development of Pulte Home Company, LLC, who is ☑ personally known to me or ☐ produced _____ as identification.

EUGENIA RIOS-DORIA
Notary Public - State of Florida
Commission # HH 334450
My Comm. Expires Nov 21, 2026
Bonded through National Notary Assn.

(Official Notary Signature & Seal)

Print Name: EUGENIA RIOS-DORIA
Notary Public, State of Florida

4919-0865-9997.2

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 01-26 South Village NSB CDD

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 01-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ESTABLISHING THE SOUTH VILLAGE NEW SMYRNA BEACH COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE DISTRICT BUDGET; PROVIDING FOR FUNCTIONS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Maleia Smiferguso, Pulte Home Company, LLC, 4901 Vineland Road, Suite 500, Orlando, Florida 32811, Mark A. Watts, Esq., Cobb Cole, 231 North Woodland Blvd., DeLand, Florida 32720 and Ryan Dugan, Kutak Rock, LLP, 107 West College Avenue, Tallahassee, Florida 32301, applicants on behalf of South Village Properties, LLC, 1950 Spectrum Circle, Suite 550, Marietta, GA 30037 (the "Petitioner") has petitioned the City Commission for the City of New Smyrna Beach, Florida (the "City") to adopt an ordinance establishing the boundaries of the South Village New Smyrna Beach Community Development District (the "District") pursuant to Chapter 190, Florida Statutes, and granting certain special powers; and

WHEREAS, the City, in determining whether to establish the District boundaries, has considered and finds that all statements contained in the Petition to Establish the South Village New Smyrna Beach Community Development District (the "Petition") are true and correct; and

WHEREAS, the City has considered and finds that the establishment of the District is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

WHEREAS, the City has considered and finds that the District is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the City has considered and finds that the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance establishing the District.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of New Smyrna Beach, Florida, as follows:

SECTION 1: AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes.

SECTION 2: DISTRICT NAME. There is hereby created a community development district situated entirely within incorporated New Smyrna Beach, Florida, which District shall be known as the "South Village New Smyrna Beah Community Development District."

SECTION 3: EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in **Exhibit A** attached hereto.

SECTION 4: FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190, Florida Statutes, as may be amended from time to time. The Charter of the District shall be as set forth in Chapter 190, Florida Statutes, as created by general law. The District's Board of Supervisors may further exercise certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for (a) parks and facilities for indoor and outdoor recreational, cultural, and educational uses; and (b) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by applicable governmental agencies; except that the District may not exercise any police power, but may contract with the City for an increased level of such services within the proposed District boundaries, all as authorized and described by Section 190.012(2), Florida Statutes.

SECTION 5: BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are Bill Tew, Bernard Sullivan, Maleia Smiferguso, Chirstopher Cleary and Mary Burns. All of the listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS. The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 7: SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 8: EFFECTIVE DATE. This Ordinance shall take effect upon its passage and adoption pursuant to general law.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 1/7/2026

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of Sections 20, 21, 28 and 29, Township 17 South, Range 33 East, Volusia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 28, Township 17 South, Range 33 East, Volusia County, Florida; thence N88°59'18"E, along the North line of said Section 28, a distance of 1279.79 feet to the Point of Beginning; thence departing said North line, run S20°55'54"W, a distance of 1,010.36 feet; thence S00°09'30"E, a distance of 2,184.23 feet; thence S44°25'05"W, a distance of 3,158.86 feet; thence S88°34'48"W, a distance of 3,121.49 feet; thence N01°25'12"W, a distance of 2,489.22 feet; thence N03°28'54"E, a distance of 1,241.79 feet; thence N22°46'24"E, a distance of 1,168.02 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 450.00 feet and a Central Angle of 43°31'38"; thence run Northeasterly along the arc of said curve, a distance of 341.86 feet (Chord Bearing = N23°36'22"E, Chord = 333.70 feet); thence N45°22'11"E, a distance of 612.71 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 300.00 feet and a Central Angle of 03°30'38"; thence run Northeasterly along the arc of said curve, a distance of 18.38 feet (Chord Bearing = N47°07'30"E, Chord = 18.38 feet); thence N41°07'11"W, a distance of 16.27 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 19.00 feet and a Central Angle of 57°04'42"; thence run Northwesterly along the arc of said curve, a distance of 18.93 feet (Chord Bearing = N40°14'52"W, Chord = 18.15 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 40.00 feet and a Central Angle of 56°41'02"; thence Northwesterly along the arc, a distance of 39.57 feet, (Chord Bearing = N40°26'41"W, Chord = 37.98 feet); thence N12°06'10"W, a distance of 19.80 feet; thence N29°26'19"W, a distance of 60.64 feet; thence N45°25'55"W, a distance of 48.30 feet; thence N52°41'14"W, a distance of 190.91 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 40.00 feet and a Central Angle of 106°46'11"; thence run Northerly along the Arc of said curve, a distance of 74.54 feet (Chord Bearing = N00°41'51"E, Chord = 64.21 feet); thence N27°04'57"E, a distance of 31.56 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 2,233.52 feet and a Central Angle of 08°36'22"; thence run Northwesterly along the arc of said curve, a distance of 335.48 feet (Chord Bearing =

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: PULTE GROUP

DATE OF SKETCH 4/12/2024	REVISIONS
SCALE 1" = 1500'	
F.B. PAGE	
SECTIONS 20, 21, 28 & 29	
TWP. 17 S. RNG. 33 E.	
JOB NO. 22-344	

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

4/15/2024

RICHARD D. BROWN, P.S.M #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

LEGAL DESCRIPTION (continued)

N58°36'52"W, Chord = 335.17 feet) to a Point of Compound Curve, Concave to the Northeast, having a Radius of 1,350.00 feet and a Central Angle of 52°55'51"; thence Northwesterly along the arc, a distance of 1,247.16 feet, (Chord Bearing= N27°50'46"W, Chord =1,203.28 feet); thence N01°22'50"W, a distance of 711.54 feet; thence N88°37'56"E, a distance of 100.00 feet; thence S01°22'50"E, a distance of 711.52 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 1,250.00 feet and a Central Angle of 52°55'51"; thence run Southeasterly along the Arc of said curve, a distance of 1,154.77 feet (Chord Bearing = S27°50'46"E, Chord = 1,114.15 feet) to a Point of Compound Curve, Concave to the North, having a Radius of 2,133.52 feet and a Central Angle of 30°50'02"; thence Easterly along the arc, a distance of 1,148.16 feet, (Chord Bearing= S69°43'43"E, Chord =1,134.36 feet) to a Point of Compound Curve, Concave to the North, having a Radius of 946.00 feet and a Central Angle of 17°02'32"; thence Easterly along the arc, a distance of 281.38 feet, (Chord Bearing= N86°20'00"E, Chord =280.35 feet); thence N12°11'16"W, a distance of 75.63 feet; thence N51°22'20"W, a distance of 205.38 feet; thence N28°05'11"W, a distance of 144.84 feet; thence N28°28'01"E, a distance of 250.28 feet; thence N53°21'03"E, a distance of 132.63 feet; thence N15°39'45"W, a distance of 51.84 feet; thence N08°50'49"E, a distance of 87.15 feet; thence N09°33'32"W, a distance of 91.75 feet; thence N61°35'05"W, a distance of 40.32 feet; thence N16°30'35"W, a distance of 29.50 feet; thence N48°41'34"E, a distance of 74.68 feet; thence N53°07'21"E, a distance of 101.42 feet; thence N61°46'15"E, a distance of 26.88 feet; thence N54°59'14"E, a distance of 70.11 feet; thence N51°20'16"E, a distance of 72.74 feet; thence N53°16'37"E, a distance of 71.96 feet; thence N19°27'45"E, a distance of 77.67 feet; thence N08°33'52"W, a distance of 32.13 feet; thence N42°01'10"E, a distance of 80.00 feet; thence N06°00'07"E, a distance of 48.80 feet; thence N21°58'43"E, a distance of 57.80 feet; thence N07°39'17"E, a distance of 60.37 feet; thence N30°47'58"W, a distance of 46.40 feet; thence N33°29'08"E, a distance of 43.73 feet; thence N07°43'30"E, a distance of 49.81 feet; thence S73°40'17"E, a distance of 37.68 feet; thence S82°26'42"E, a distance of 110.58 feet; thence N71°29'59"E, a distance of 34.78 feet; thence N82°20'40"E, a distance of 76.53 feet; thence S66°09'40"E, a distance of 75.61 feet; thence S29°07'29"E, a distance of 63.17 feet; thence S50°15'05"E, a distance of 44.76 feet; thence S31°21'32"E, a distance of 153.28 feet; thence S74°40'29"E, a distance of 50.87 feet; thence S75°44'29"E, a distance of 90.39 feet to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 1,106.59 feet and a Central Angle of 04°27'57"; thence run Northerly along the arc of said curve, a distance of 86.25 feet (Chord Bearing = N15°11'24"E, Chord = 86.23 feet) to a Point of Reverse Curve, Concave to the West, having a Radius of 1,958.95 feet and a Central Angle of 17°25'22"; thence Northerly along the arc, a distance of 595.69 feet, (Chord Bearing = N08°42'41"E, Chord = 593.39 feet); thence N00°00'00"E, a distance of 153.80 feet; thence N89°28'44"E, a distance of 100.00 feet; thence S00°00'00"E, a distance of 154.71 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 2,058.95 feet and a Central Angle of 17°25'22"; thence run Southerly along the Arc of said curve, a distance of 626.09 feet (Chord Bearing = S08°42'41"W, Chord = 623.69 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 1,006.59 feet and a Central Angle of 39°32'40"; thence Southerly along the arc, a distance of 694.73 feet, (Chord Bearing = S02°20'58"E, Chord = 681.02 feet); thence N67°52'42"E, a distance of 20.23 feet; thence N67°31'47"E, a distance of 11.07 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 16.00 feet and a Central Angle of 80°24'05"; thence run Northeasterly along the Arc of said curve, a distance of 22.45 feet (Chord Bearing = N27°19'45"E, Chord = 20.65 feet); thence N12°52'18"W, a distance of 186.93 feet to the Point of Curvature of a curve,

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

LEGAL DESCRIPTION (continued)

SKETCH OF DESCRIPTION

Concave to the East, having a Radius of 60.00 feet and a Central Angle of 45°04'09"; thence run Northerly along the Arc of said curve, a distance of 47.20 feet (Chord Bearing = N09°39'47"E, Chord = 45.99 feet); thence N32°11'52"E, a distance of 47.28 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 60.00 feet and a Central Angle of 46°22'54"; thence run Northeasterly along the Arc of said curve, a distance of 48.57 feet (Chord Bearing = N55°23'18"E, Chord = 47.26 feet); thence N78°34'45"E, a distance of 26.24 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 60.00 feet and a Central Angle of 21°20'01"; thence run Easterly along the Arc of said curve, a distance of 22.34 feet (Chord Bearing = N89°14'46"E, Chord = 22.21 feet); thence S80°05'14"E, a distance of 17.94 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 60.00 feet and a Central Angle of 80°02'35"; thence run Southeasterly along the Arc of said curve, a distance of 83.82 feet (Chord Bearing = S40°03'57"E, Chord = 77.17 feet); thence S00°02'39"E, a distance of 9.16 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 40.00 feet and a Central Angle of 48°14'46"; thence run Southeasterly along the Arc of said curve, a distance of 33.68 feet (Chord Bearing = S24°10'02"E, Chord = 32.70 feet); thence S48°17'25"E, a distance of 60.50 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 60.00 feet and a Central Angle of 11°49'12"; thence run Southeasterly along the Arc of said curve, a distance of 12.38 feet (Chord Bearing = S42°22'49"E, Chord = 12.36 feet); thence S36°28'13"E, a distance of 154.92 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 122.52 feet and a Central Angle of 47°01'22"; thence run Southerly along the arc of said curve, a distance of 100.55 feet (Chord Bearing = S09°31'05"E, Chord = 97.76 feet) to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 41.52 feet and a Central Angle of 89°22'03"; thence run Southeasterly along the arc of said curve, a distance of 64.76 feet (Chord Bearing = S31°10'45"E, Chord = 58.39 feet); thence S75°51'46"E, a distance of 71.51 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 56.00 feet and a Central Angle of 27°01'09"; thence run Southeasterly along the Arc of said curve, a distance of 26.41 feet (Chord Bearing = S62°21'11"E, Chord = 26.16 feet); thence S48°50'37"E, a distance of 178.76 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 106.00 feet and a Central Angle of 34°46'28"; thence run Southeasterly along the arc of said curve, a distance of 64.33 feet (Chord Bearing = S31°15'32"E, Chord = 63.35 feet); thence S13°52'18"E, a distance of 61.38 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 94.00 feet and a Central Angle of 22°33'55"; thence run Southeasterly along the Arc of said curve, a distance of 37.02 feet (Chord Bearing = S25°09'15"E, Chord = 36.78 feet); thence S22°21'55"E, a distance of 37.15 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 2,943.81 feet and a Central Angle of 16°06'33"; thence run Easterly along the arc of said curve, a distance of 827.68 feet (Chord Bearing = N75°41'22"E, Chord = 824.95 feet) to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 1,000.00 feet and a Central Angle of 07°51'53"; thence run Northerly along the arc of said curve, a distance of 137.27 feet (Chord Bearing = N09°30'34"E, Chord = 137.16 feet) to a Point of Reverse Curve, Concave to the West, having a Radius of 2,000.00 feet and a Central Angle of 13°41'48"; thence Northerly along the arc, a distance of 478.10 feet, (Chord Bearing = N06°35'36"E, Chord = 476.97 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 650.00 feet and a Central Angle of 04°53'07"; thence Northerly along the arc, a distance of 55.42 feet, (Chord Bearing = N02°11'16"E, Chord = 55.41 feet); thence N85°08'27"W, a distance of 33.14 feet; thence N01°22'55"W, a distance of 1,019.87 feet; thence N88°37'10"E, a distance of 1,531.97 feet; thence S01°03'12"E, a distance of 1,442.08 feet; thence S20°55'54"W, a distance of 1,180.37 feet to the Point of Beginning.

Containing 770.73 acres, more or less.

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 02-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED UPON SECOND READING AND PUBLIC HEARING, WOULD ANNEX APPROXIMATELY 15.2 ± ACRES OF LAND LOCATED ON PAIGE AVENUE. (0880)

January 13, 2026

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florid 32168

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168

Request: Voluntary annexation:

- **From:** Un-incorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 15.2 ± acres
- **Location:** South side of Paige Avenue, east of Trophy Hunter Trail.

Tax I.D. Number: 7343-06-00-0880

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City of new Smyrna Beach, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject

property on Paige Avenue is currently vacant. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County designations. In this request, the property was purchased through the Turnbull Creek Preservation program. The existing County FLU categories are Environmental Systems Corridor and Urban Medium Intensity. The existing County zoning designations are Resource Corridor and R-4, Urban Single Family Residential. The proposed City FLU category is Conservation. The proposed City zoning designation is Conservation.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** The property located on Paige Avenue is undeveloped. A 20" PVC and 12" PVC water lines, an 8" force main sewer line, and a 20" reclaim water line is available in the Paige Avenue right-of-way.

A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, stormwater management, and public-school facilities. Because the subject property is undeveloped, and because no new improvements are proposed, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 1 is attached as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Warranty Deed are attached as **Exhibits H** and **I**.

Recommendations:

At its regular scheduled meeting on December 1, 2025, the Planning and Zoning Board voted, 7-0, to give the City Commission a positive recommendation to **approve** the requested annexation application.

The Planning Department also recommends the City Commission to **approve** the requested annexation application.

Fiscal Analysis:
N/A

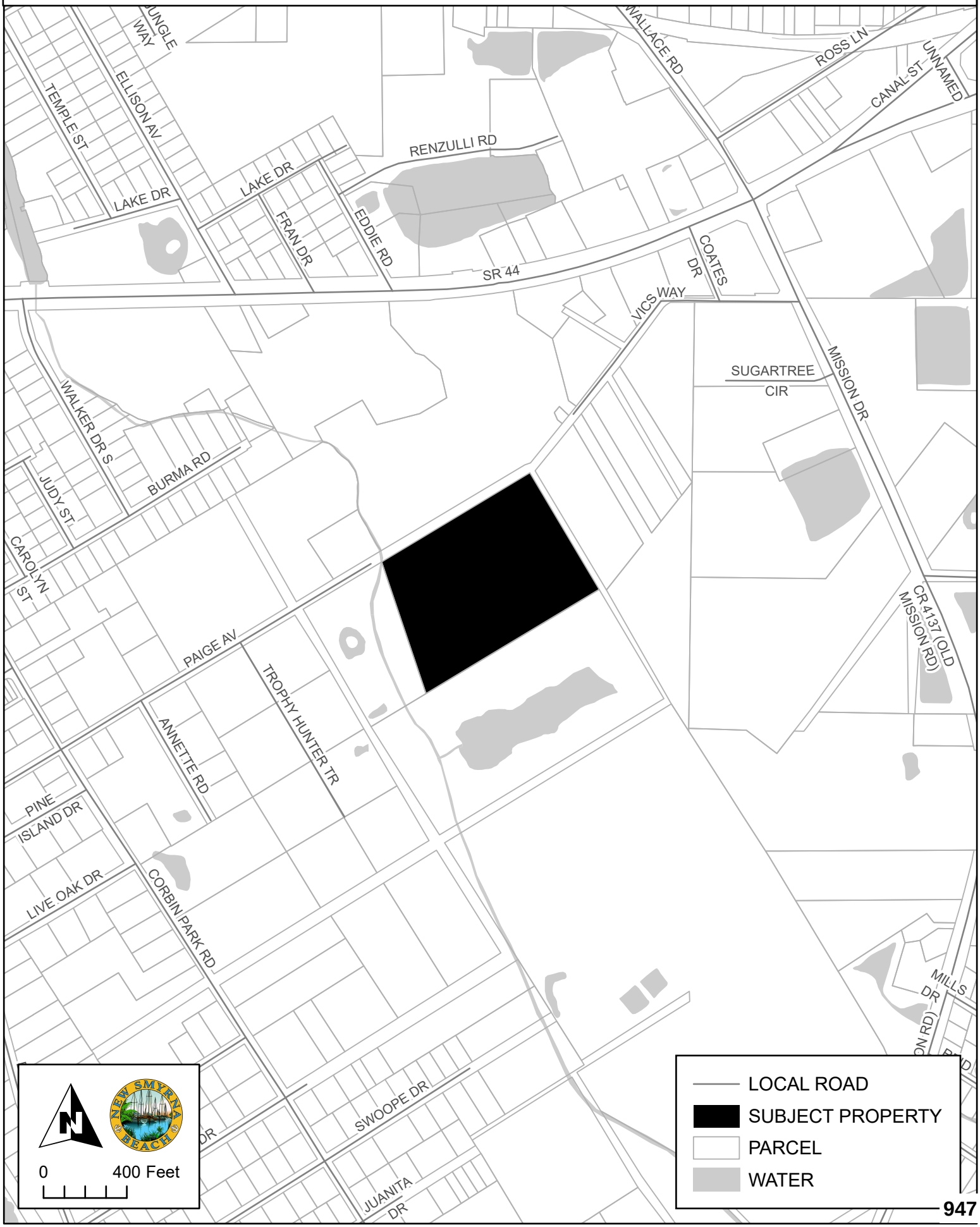
Strategic Plan Item:
Yes

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf
Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Warranty Deed.pdf
Business Impact Estimate - Ord 02-26 Paige Ave.pdf
Ord 02-26 Annex Paige Ave.pdf

A-10-25: PAIGE AVENUE
PARCEL: 7343-06-00-0880 LOCATION MAP

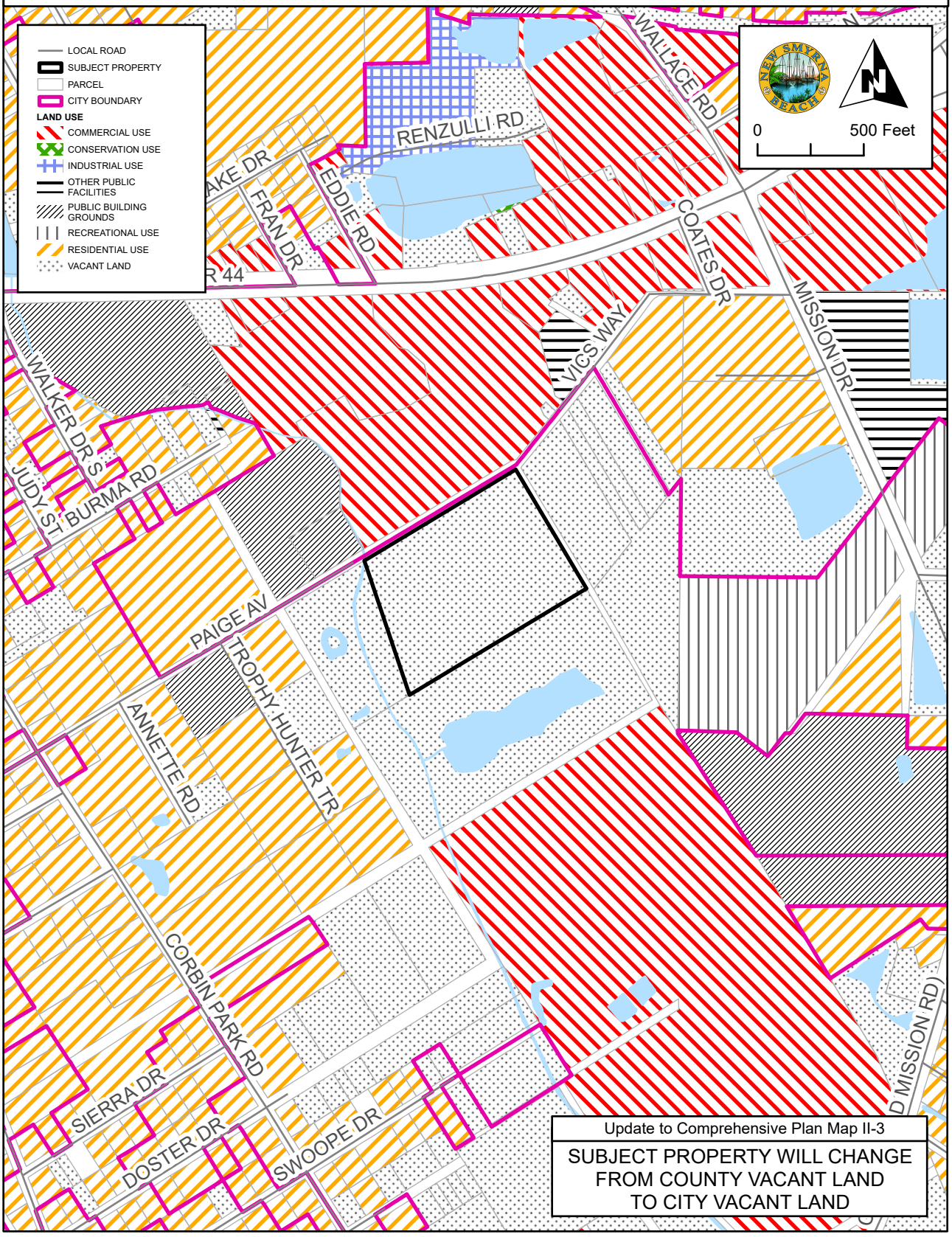


A-10-25: PAIGE AVENUE
PARCEL: 7343-06-00-0880 AERIAL MAP



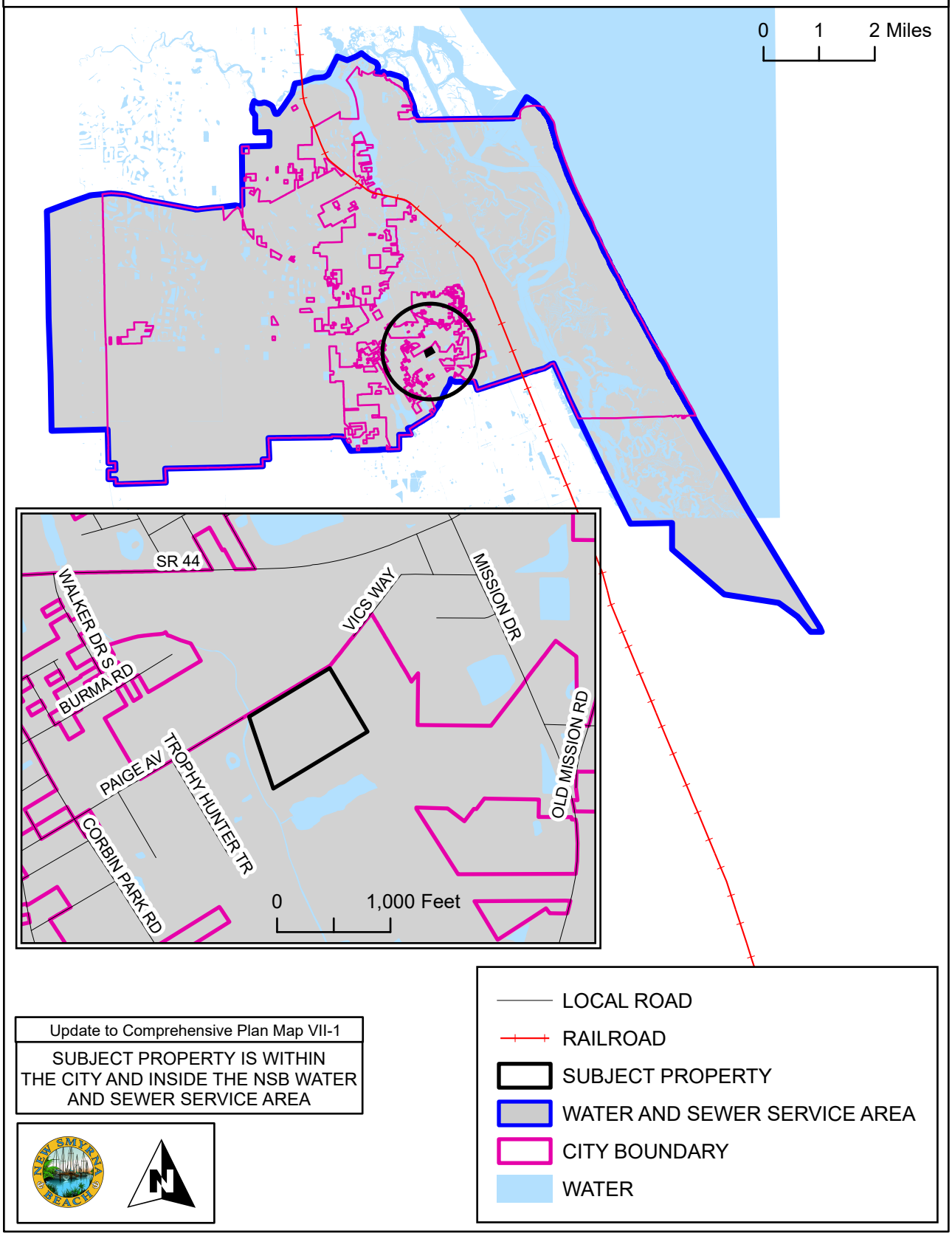
EXISTING LAND USE DESIGNATIONS

A-10-25



WATER AND SEWER SERVICE AREA

A-10-25

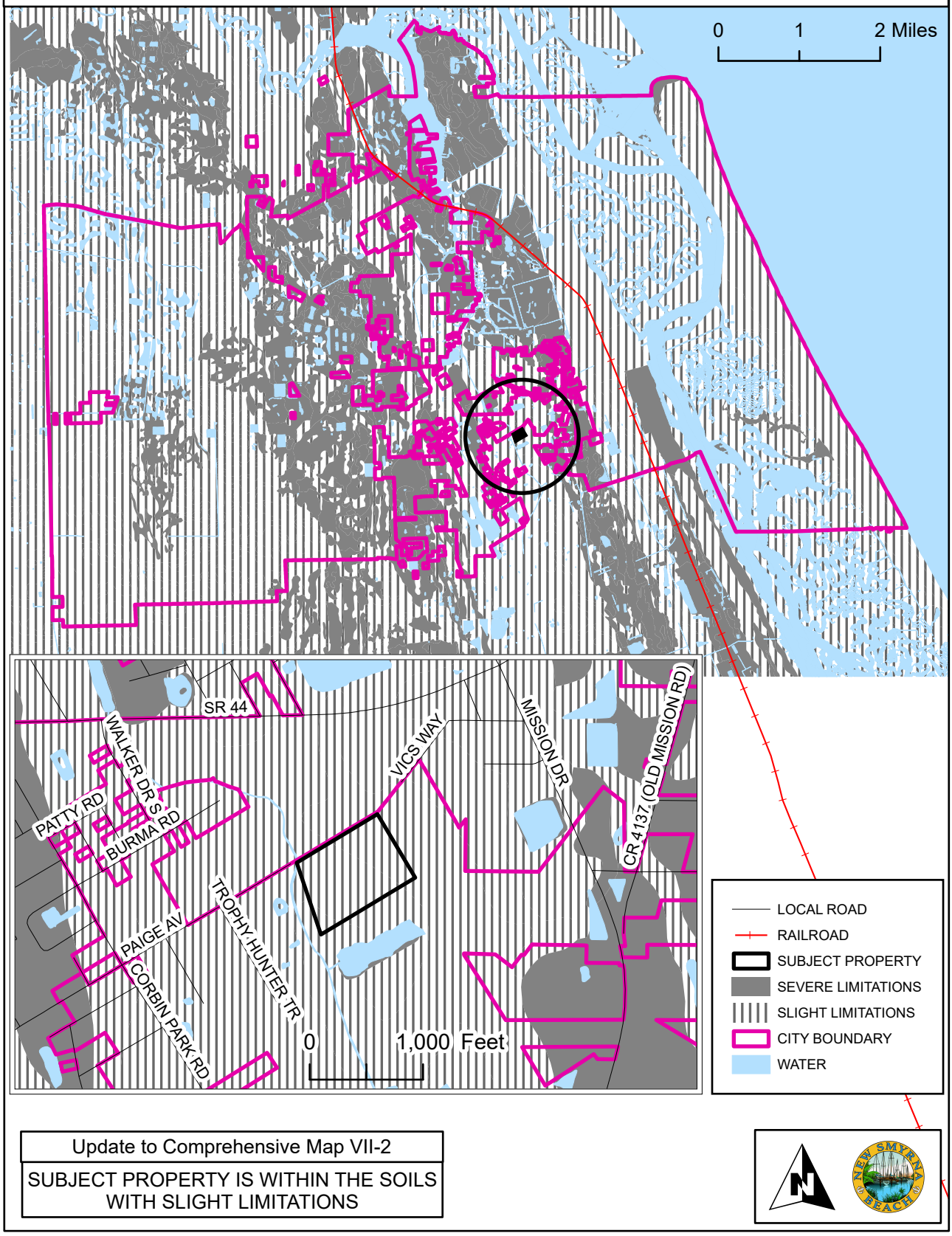


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-10-25

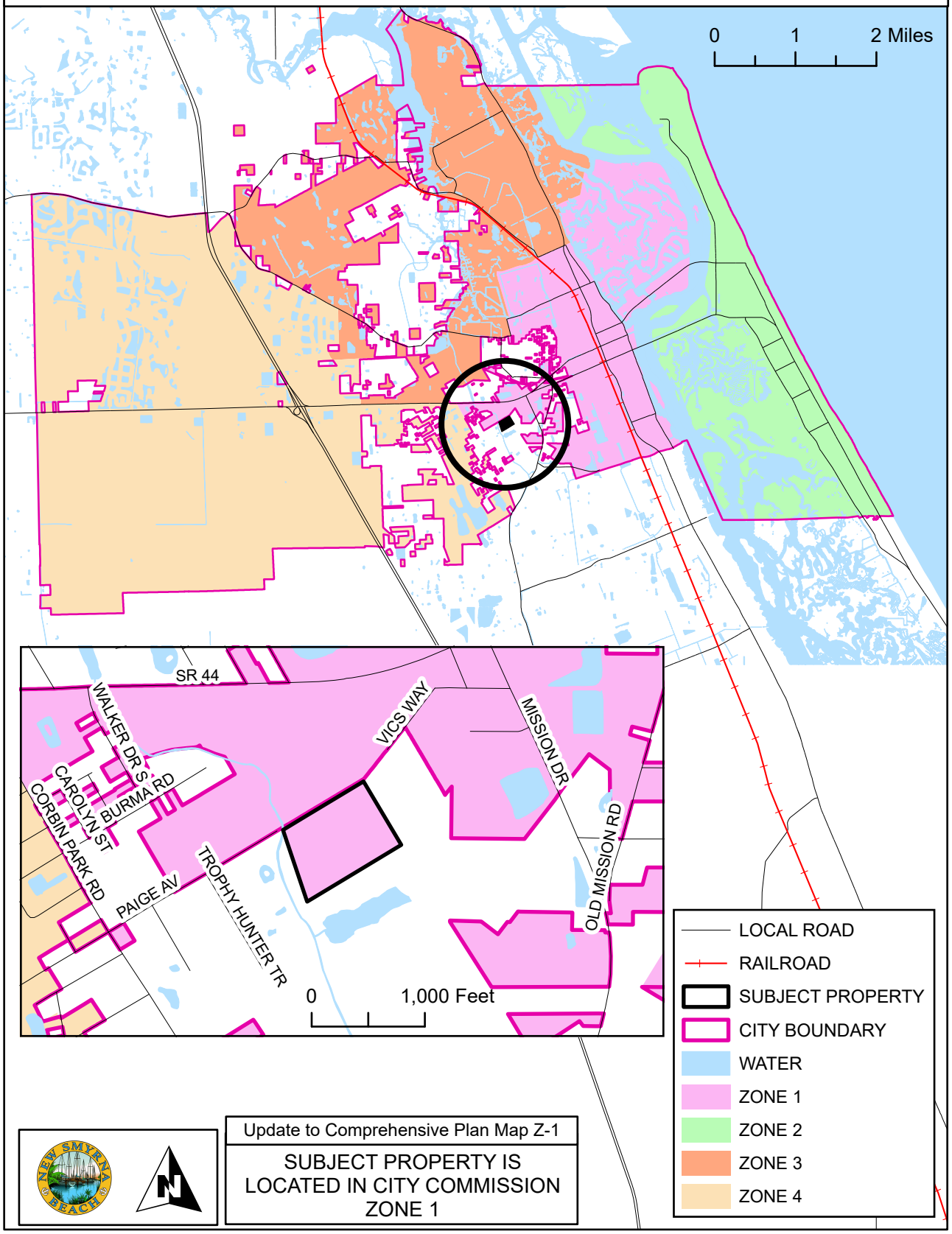


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

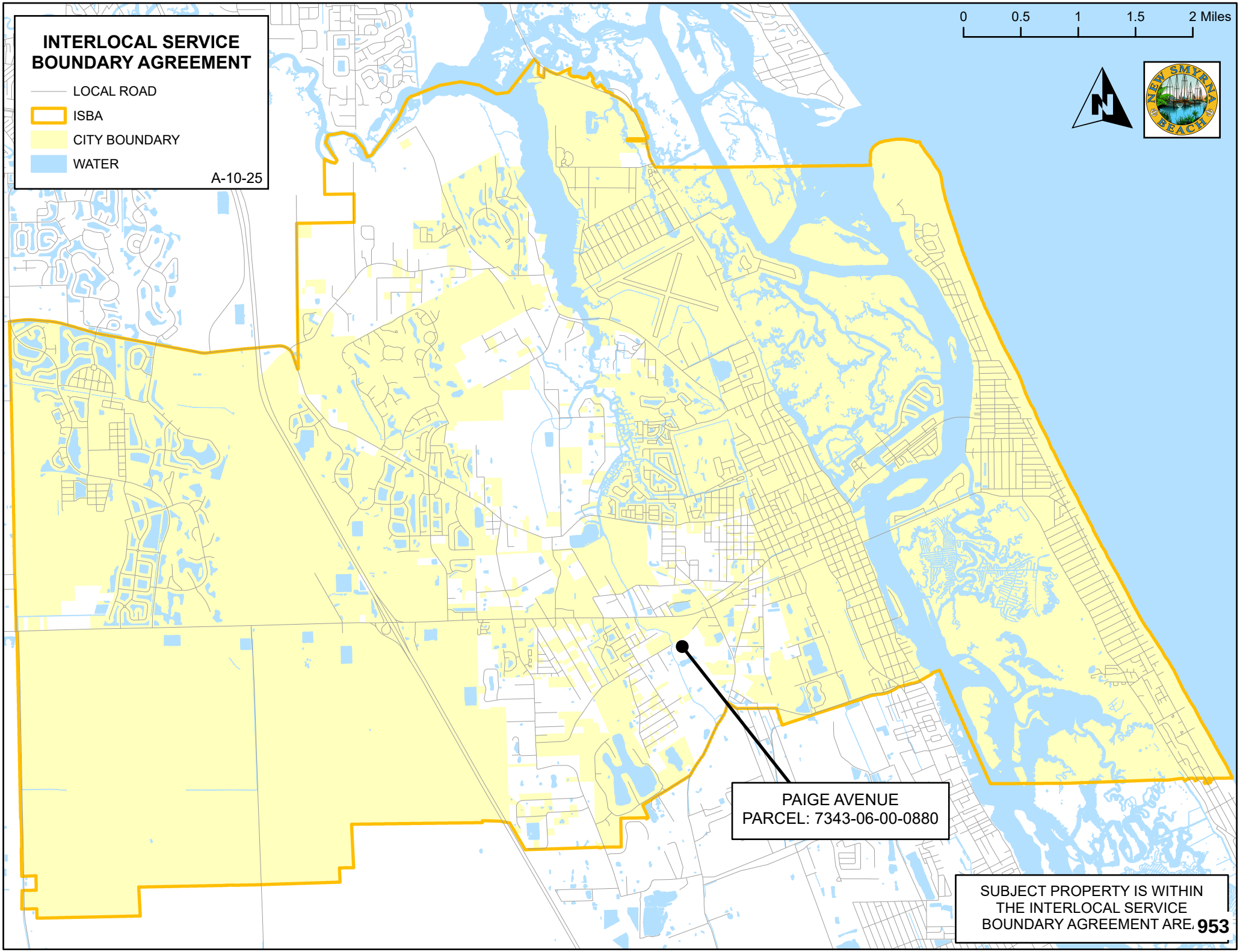
COMMISSION ZONES

A-10-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-10-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PAIGE AVENUE
PARCEL: 7343-06-00-0880
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
953

LEGAL DESCRIPTION

Address:
Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0880

AltKey Number:
3732791

Metes and Bounds by Professional Title Agency

PART OF LOT 88 LYING EASTERLY OF CENTER LINE OF EXISTING DRAINAGE DITCH, AND LOT 89, DOUGHERTY'S SUBDIVISION OF THE THOMAS NAPIER GRANT AND THE NORTH 1/3 OF THE AMBROSE HULL GRANT IN TOWNSHIP 17 SOUTH, RANGE 33 EAST, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Prepared by and Return To:
Teresa Prompovitch
Professional Title Agency, a division of LandCastle Title Group, LLC
313 Julia Street
New Smyrna Beach, FL 32168

Order No.: N[redacted]

APN/Parcel ID(s): 734306000880
734306000881

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this September 11, 2025 by Blossom Development Inc, a Texas Corporation having its principal place of business at 1215 Gessner Rd, Houston, TX 77055, hereinafter called the grantor, and City of New Smyrna Beacha municipal corporation, a corporation existing under athe laws of the State of Florida whose post office address is 210 Sams Avenue, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Volusia, State of Florida, viz:

Parcel 1:

Part of Lot 88 lying Easterly of center line of existing drainage ditch, and Lot 89, Daugherty's Subdivision of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant, in Township 17 South, Range 33 East, according to map or plat thereof as recorded in Plat Book M, Page 688, Public Records of Volusia County, Florida.

Parcel 2:

That part of Lot 88 lying Westerly of the center line of existing drainage ditch, all being in Daugherty's Subdivision of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant, in Township 17 South, Range 33 East, according to map or plat thereof as recorded in Plat Book M, Page 688, Public Records of Volusia County, Florida.

Subject to encumbrances, easements and restrictions of record and taxes accruing subsequently to 2024.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

SPECIAL WARRANTY DEED
(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Teresa A. Prompovitch
Print Name

Address: 313 Julia Street
New Smyrna Beach, FL 32168

Witness Signature

Linda Roussag
Print Name

Address: 313 Julia St.
NSB FL 32168

Blossom Development Inc, a Texas Corporation

BY: _____
Dan Silvestri
President

Address: 1215 Gessner Rd
Houston, TX 77055

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 8th day of September, 2025, by Dan Silvestri, President of Blossom Development Inc, A Texas Corporation, to me known to be the person(s) described in or who has/have produced Drivers License as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

NOTARY PUBLIC
My Commission Expires:

TERESA A. PROMPOVITCH
Notary Public - State of Florida
Commission # HH 221861
My Comm. Expires Mar 21, 2026
Bonded through National Notary Assn.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 02-26 Annexing Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ordinance 02-26 annexes land purchased by the City for the protection of the Turnbull Creek watershed.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

None.

ORDINANCE NO. 02-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 15.2± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PAIGE AVENUE, EAST OF TROPHY HUNTER TRAIL; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 1; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 15.2± acres of property generally located south of Paige Avenue, east of Trophy Hunter Trail; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on December 1, 2025, by a vote of 7-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

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

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

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

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 1. New Smyrna Beach Charter, §3.07.

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

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on January 27, 2026 at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published once a week for two consecutive weeks and provided to the County Council by certified mail is deemed to comply with Section 171.044, F.S.

SECTION 5: ***Filing.*** That within SEVEN (7) days after adoption, this ordinance shall be filed by the City Clerk with the Clerk of the Circuit Court, the County Manager and the Florida Department of State. The City Clerk shall file with this ordinance a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. §171.044(3), F.S.

SECTION 6: ***Charter Revisions to the Department of State.*** The Charter Boundary Article shall be revised to reflect the changes in the municipal boundaries resulting from this annexation and shall be filed as a revision of the City Charter with the Florida Department of State within THIRTY (30) days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area. §171.091, F.S.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 9: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 10: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 1/6/2026

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0880

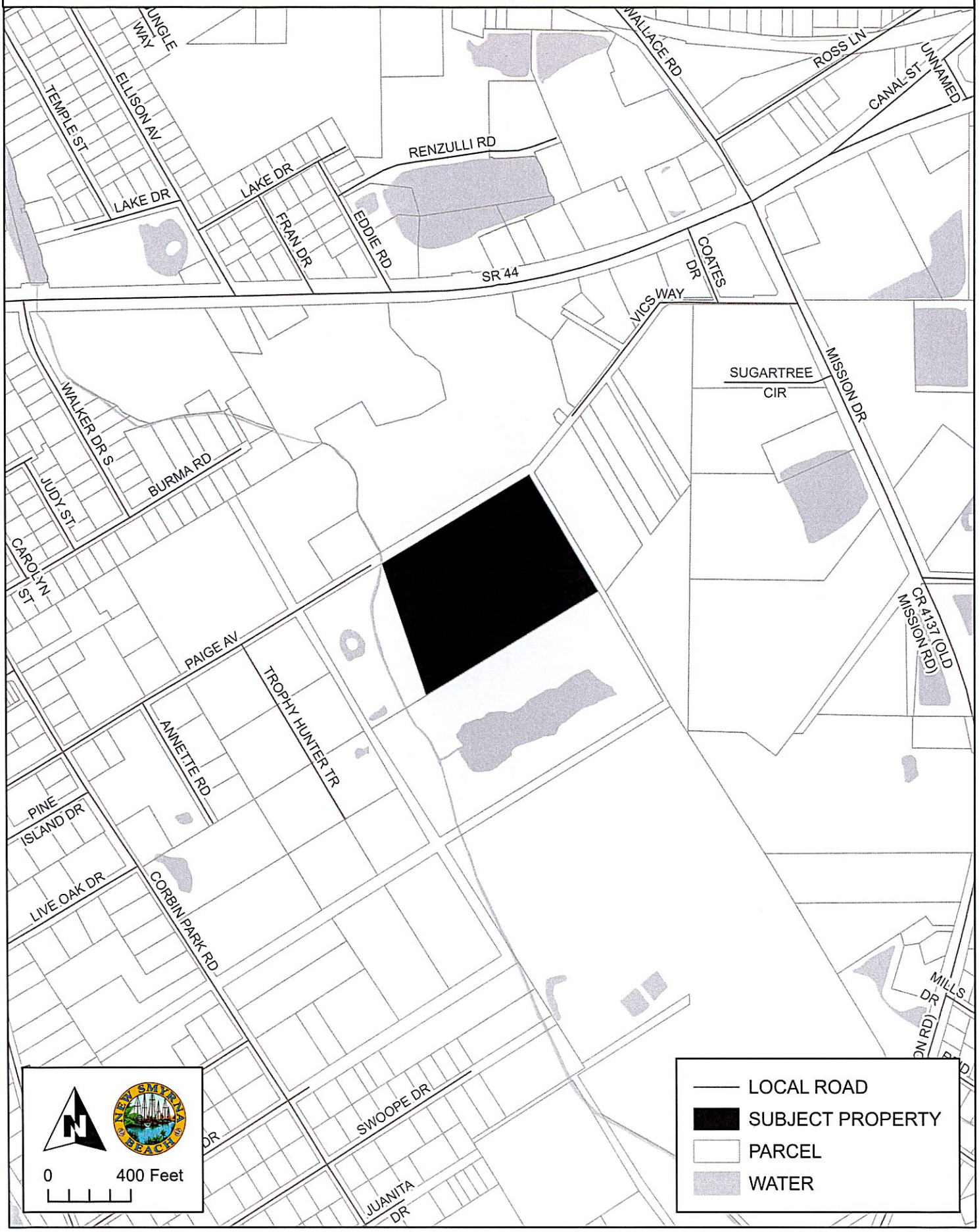
AltKey Number:
3732791

Metes and Bounds by Professional Title Agency

PART OF LOT 88 LYING EASTERLY OF CENTER LINE OF EXISTING DRAINAGE DITCH, AND LOT 89, DOUGHERTY'S SUBDIVISION OF THE THOMAS NAPIER GRANT AND THE NORTH 1/3 OF THE AMBROSE HULL GRANT IN TOWNSHIP 17 SOUTH, RANGE 33 EAST, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "A"

A-10-25: PAIGE AVENUE
PARCEL: 7343-06-00-0880 LOCATION MAP



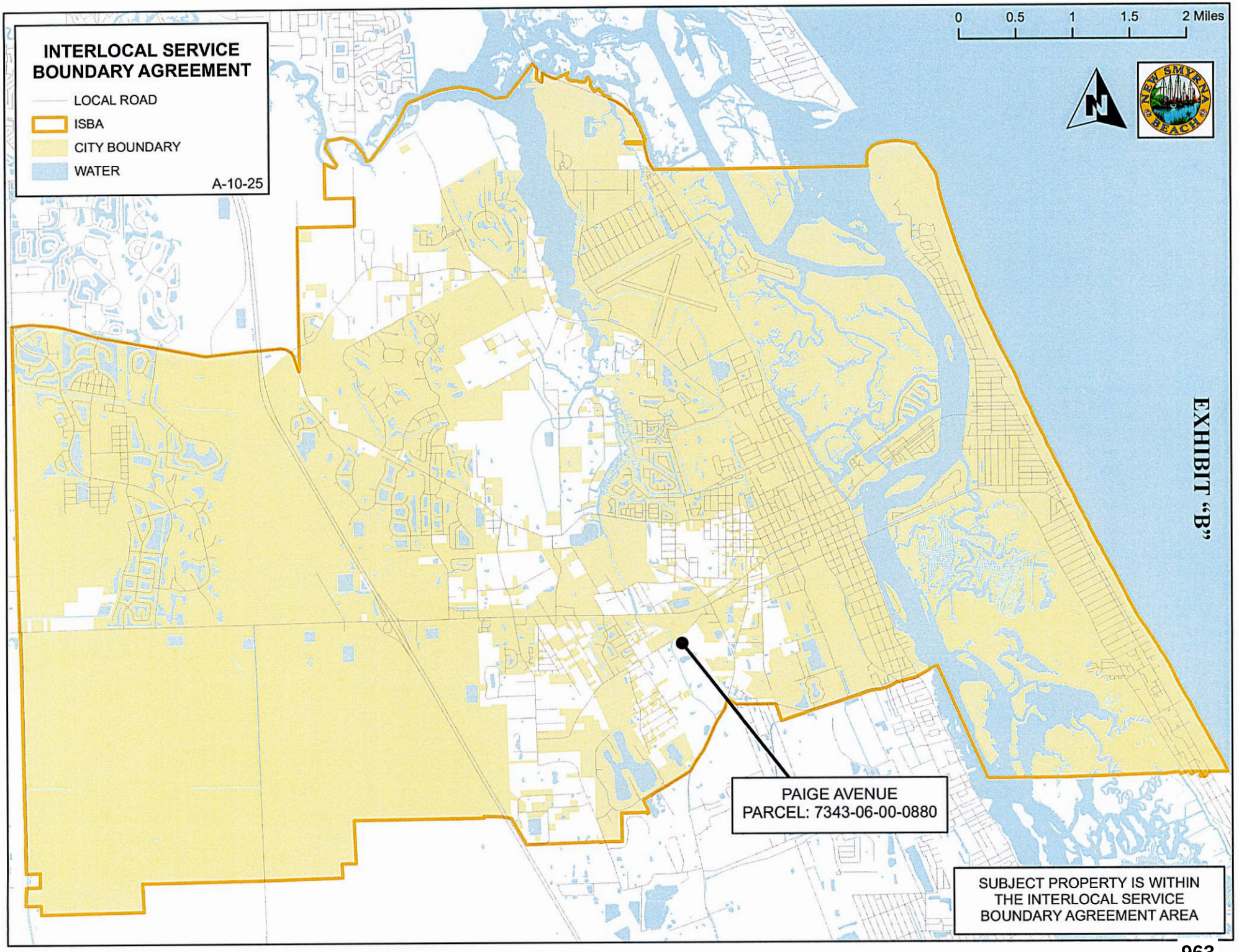
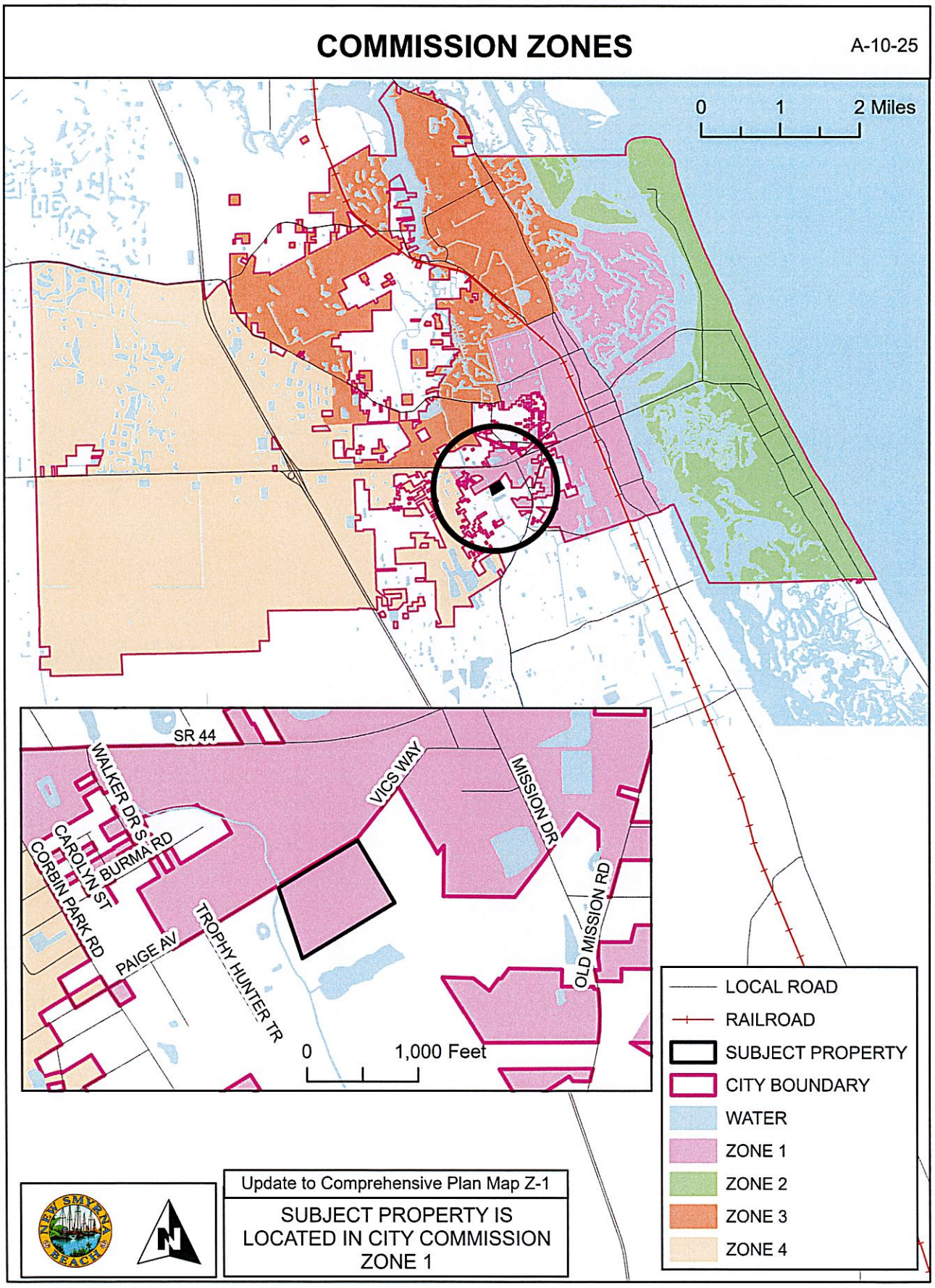

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-10-25
0
0.5
1
1.5
2 Miles
N
NEW SMYRNA BEACH
EXHIBIT "B"
PAIGE AVENUE
PARCEL: 7343-06-00-0880
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

EXHIBIT "C"


COMMISSION ZONES
A-10-25
0
1
2 Miles
SR 44
WALKER DR S
CAROLYN ST
BURMA RD
CORBIN PARK RD
PAIGE AV
TROPHY HUNTER TR
VICS WAY
MISSION DR
OLD MISSION RD
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 03-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED AT A SECOND READING AND PUBLIC HEARING, WOULD APPROVE A REQUESTED SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT CHANGING THE FUTURE LAND USE TO CONSERVATION FOR PROPERTY LOCATED ON PAIGE AVENUE AS PART OF AN OVERALL ANNEXATION APPLICATION. (0880)

January 13, 2026

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florid 32168

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) categories of Environmental Systems Corridor and Urban Medium Intensity.
- **To:** City FLU category of Conservation.

Site Information:

- **Size:** 15.2 ± acres
- **Location:** South side of Paige Avenue, east of Trophy Hunter Trail.

Tax I.D. Number: 7343-06-00-0880

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City of new Smyrna Beach, was also approved by the County on May 2, 2013. A new updated

agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Paige Avenue is currently vacant. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) categories of the subject property are shown on the following map as **Exhibit C**. The text description of the existing Future Land Use categories for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County designations. As discussed above, the existing County FLU categories are Environmental Systems Corridor and Urban Medium Intensity. The existing County zoning designations are Resource Corridor and R-4, Urban Single Family Residential. The proposed City FLU category is Conservation. The proposed City zoning designation is Conservation. A text description of the proposed City Conservation Future Land Use category is attached as **Exhibit H,** with a map of this proposed change also attached as **Exhibit I**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit J).** The property located on Paige Avenue is undeveloped. A 20" PVC and 12" PVC water lines, an 8" force main sewer line, and a 20" reclaim water line is available in the Paige Avenue right-of-way.

A map of the soil limitations for septic systems is attached as **Exhibit K**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, stormwater management, and public-school facilities. Because the subject property is undeveloped, and because no new improvements are proposed, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits L through V)**. A map showing the subject properties incorporated into Commission Zone 1 is attached as **Exhibit W**. The ISBA map is attached as **Exhibit X**. The legal description and Warranty Deed are attached as **Exhibits Y** and **Z**.

Recommendations:

At its regular scheduled meeting on December 1, 2025, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use category to City Conservation as part of an overall annexation application.

Staff recommends the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use category to City Conservation as part of an overall annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
Yes

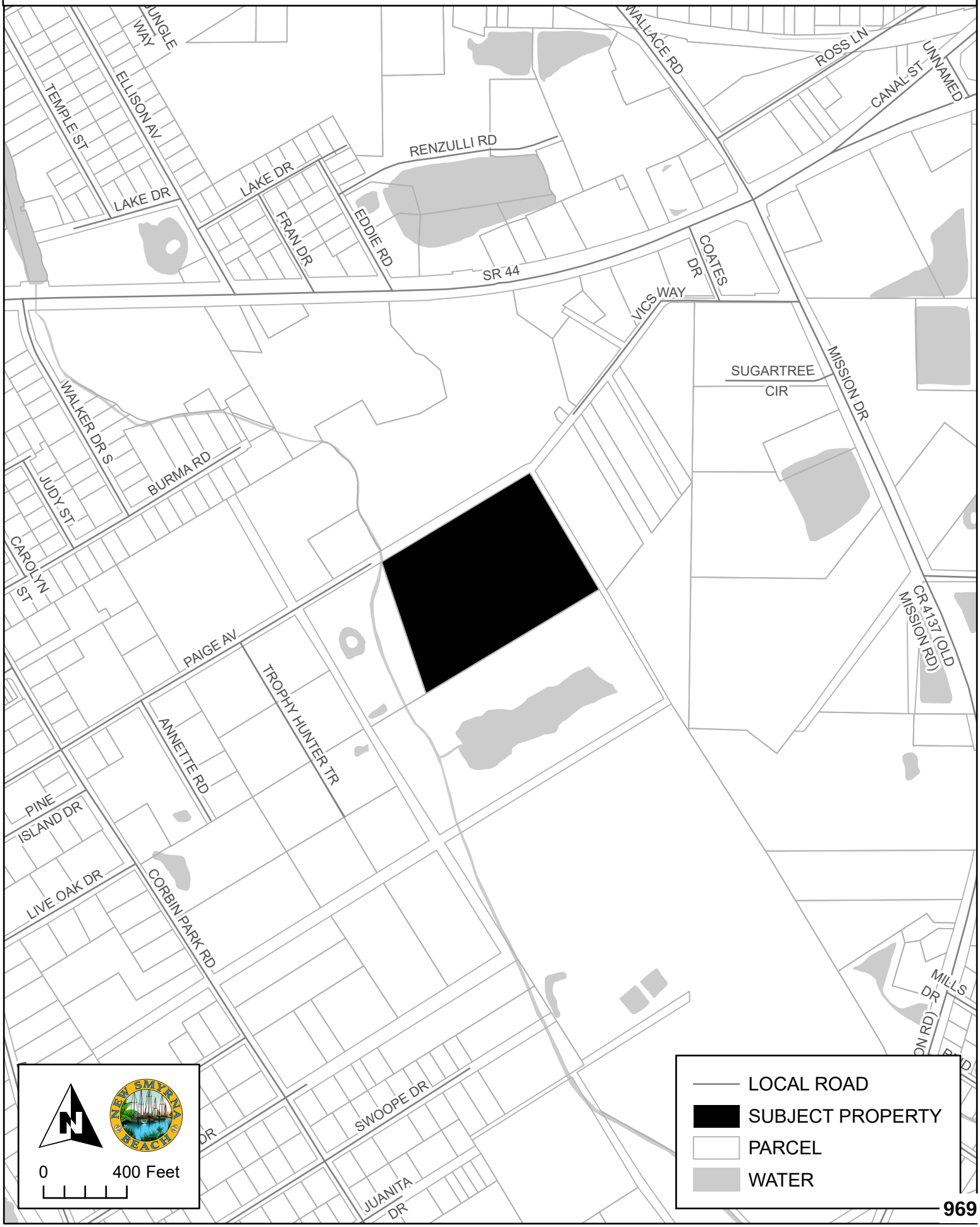
Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D Existing County Future Land Use Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F Proposed City Conservation FLU Text.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf
Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit J Airport Runway Protection Zones.pdf
Exhibit K Bicycle and Pedestrian Facilities.pdf
Exhibit L Boat Slip Siting.pdf
Exhibit M City Parks.pdf
Exhibit N Coastal High Hazard Areas.pdf
Exhibit O Evacuation Routes.pdf
Exhibit P Existing Traffic Lanes - 2009.pdf
Exhibit Q Number of Traffic Lanes - 2025.pdf
Exhibit R Existing Level of Service - 2009.pdf
Exhibit S Level of Service - 2025.pdf
Exhibit T Flood Prone Areas.pdf

Exhibit U Neighborhood Map.pdf
Exhibit V Public Transit Routes.pdf
Exhibit W Commission Zones Map.pdf
Exhibit X Interlocal Service Boundary Agreement Map.pdf
Exhibit Y Legal Description.pdf
Exhibit Z Warranty Deed.pdf
Business Impact Estimate - Ord 03-26 Paige Ave.pdf
Ord 03-26 Small Scale Paige Ave.pdf

A-10-25: PAIGE AVENUE
PARCEL: 7343-06-00-0880 LOCATION MAP

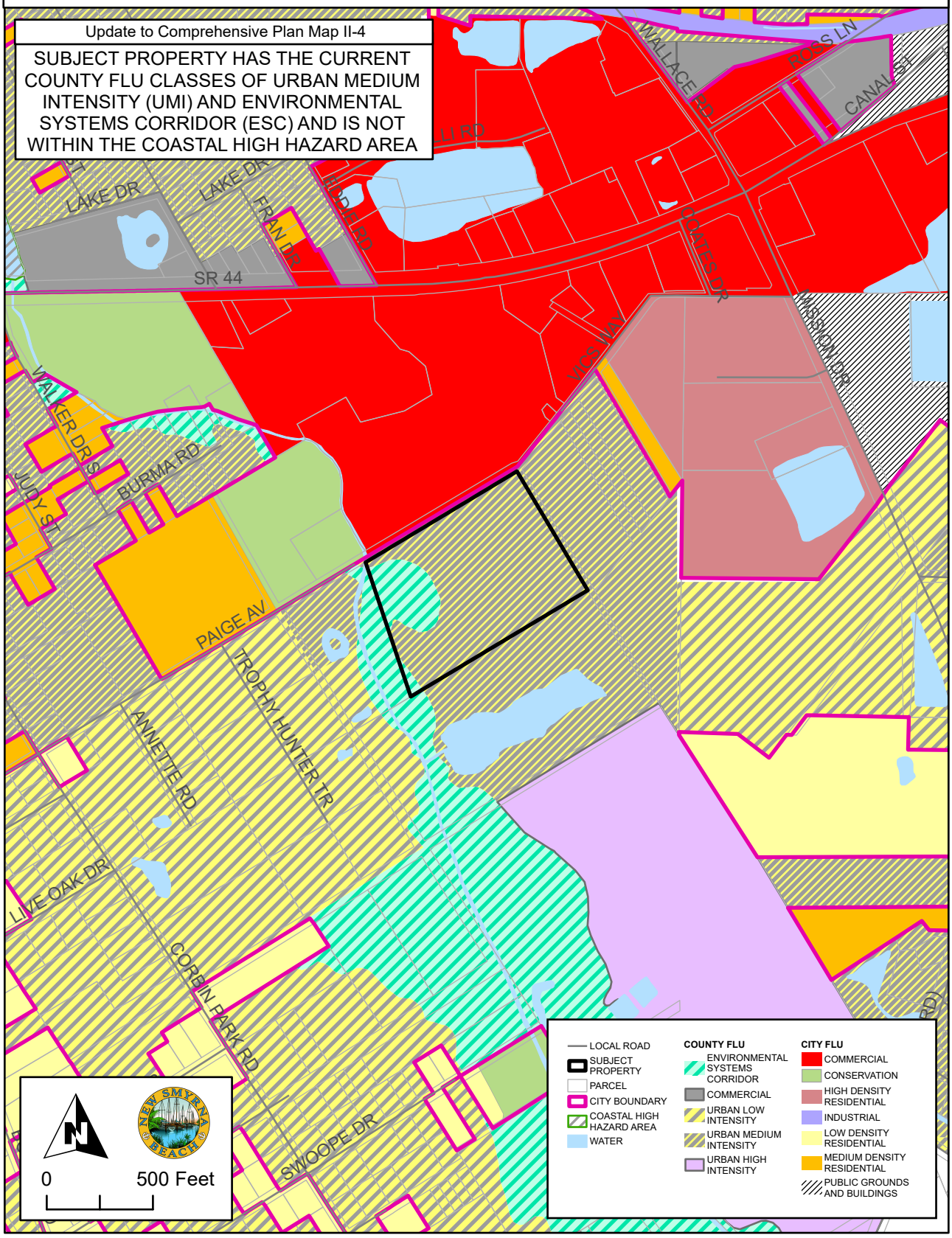


A-10-25: PAIGE AVENUE
PARCEL: 7343-06-00-0880 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-10-25



Urban Medium Intensity (UMI) –

Areas that contain residential development at a range of up to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses and low-rise apartments.

The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one- quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

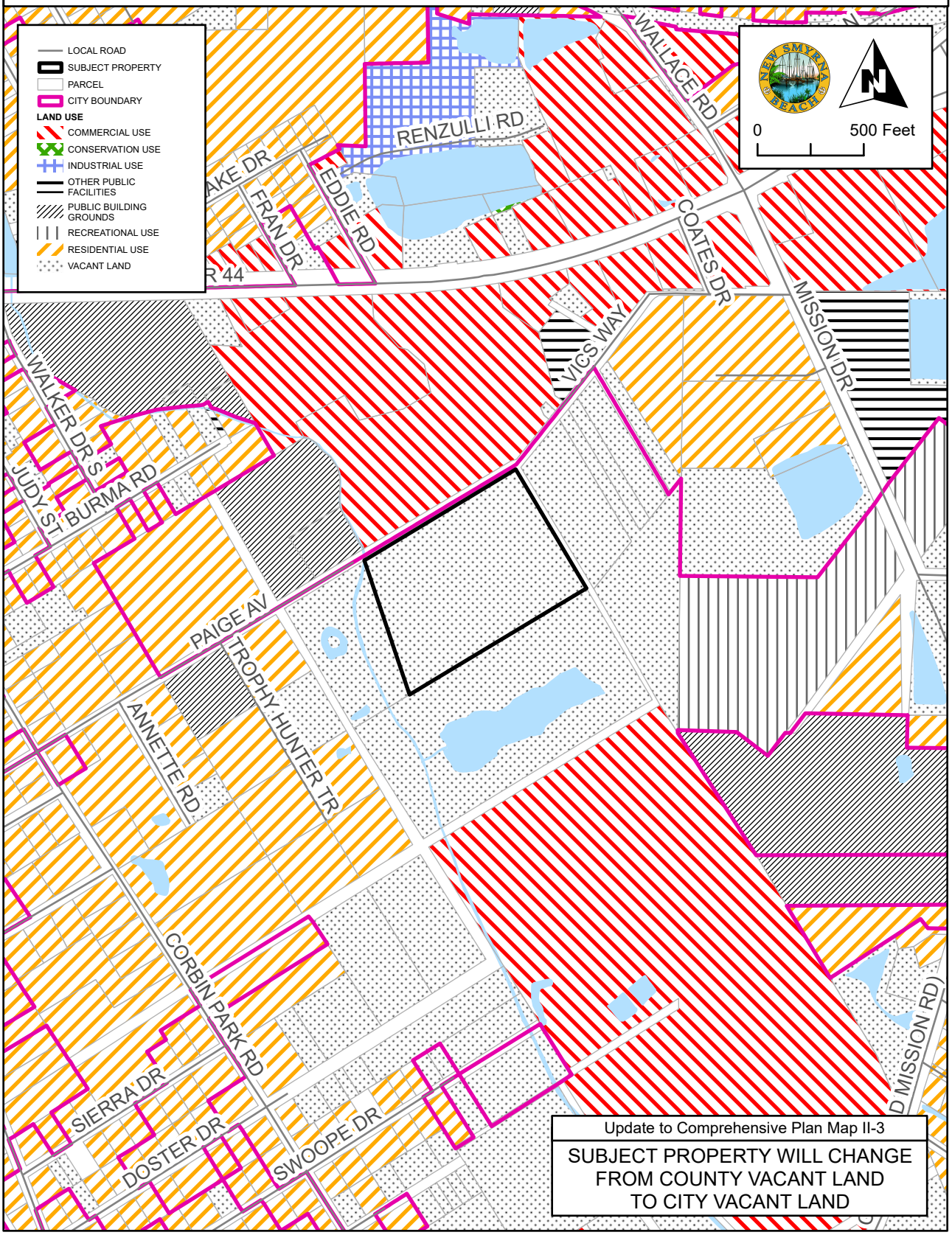
Volusia County Future Land Use

Environmental System Corridor (ESC) –

This designation consists of important ecological corridors comprised of environmentally sensitive and ecologically significant lands. Land use activities occurring within these corridors shall not degrade these natural functions and connections. The intention is to provide protected, natural pathways which connect to other protected areas such as parks, conservation lands and water bodies. This inter-connection helps maintain the ecological integrity and ecodiversity of the County's vast natural resources. ESC's shall include significant interconnected natural systems of environmentally sensitive lands, connecting to and including conservation areas where possible. The ESC's are not intended to include pre-existing improved, cultivated, or developed lands unless such lands contain unique or exceptional ecological value. Conservation and silviculture, utilizing Best Management Practices (BMP's), will be the preferred use, however, other compatible passive agricultural activities may also be permitted such as unimproved pasture. The primary consideration of compatible agriculture should be potential adverse impacts to the short and long term ecological stability of the system, as well as adjacent lands and waterways. The Environmental System Corridor configuration displayed on the Future Land Use Map is intended to show a generalized location for the corridor. The actual boundaries will be established based upon site specific information and features.
(1) The maximum residential density shall not exceed one (1) dwelling unit per twenty-five (25) acres.
(2) The maximum Floor Area Ratio shall not exceed ten percent (0.10 FAR).

EXISTING LAND USE DESIGNATIONS

A-10-25



CONSERVATION

Maximum allowed Floor Area Ratio (FAR): 0.10

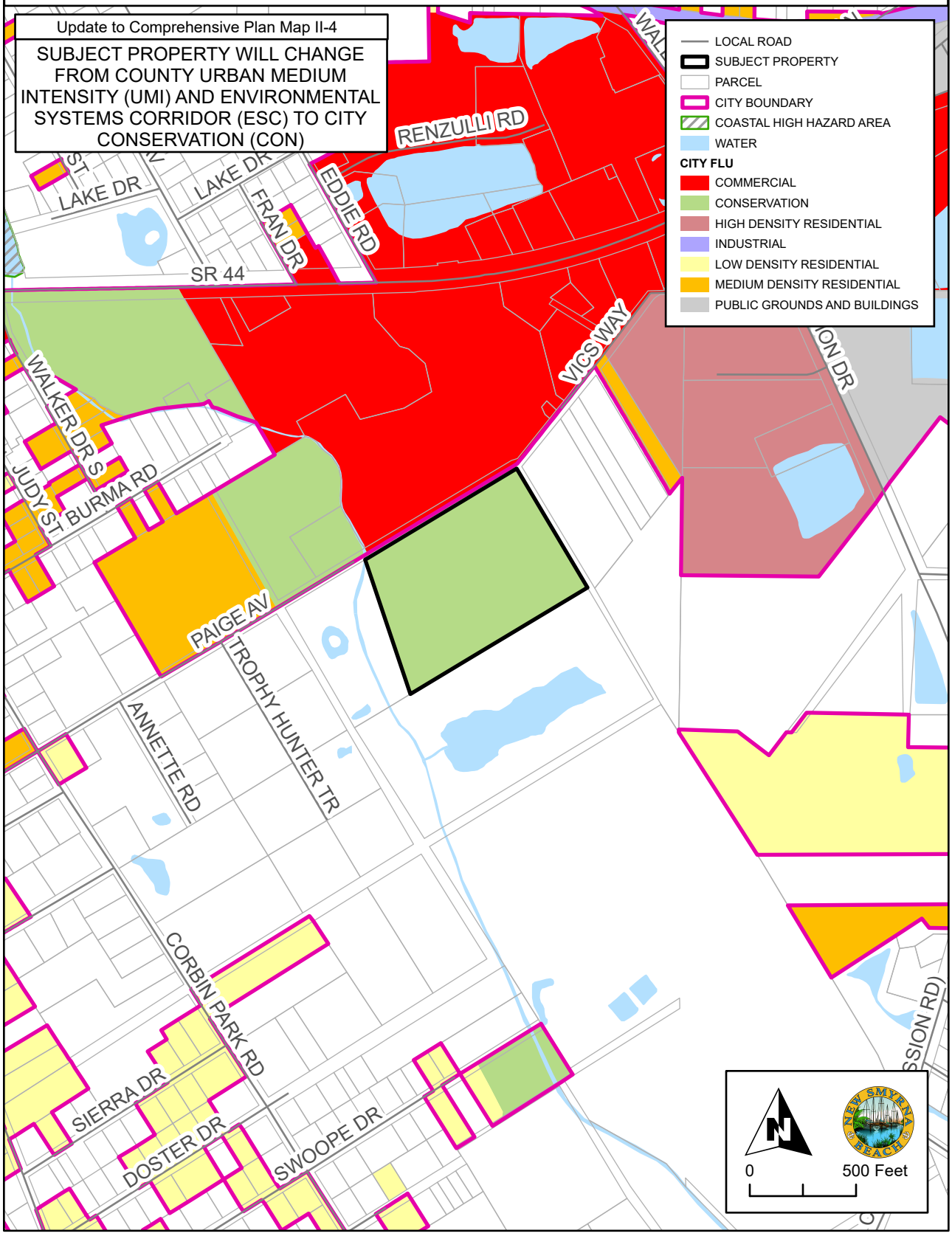
The general boundaries of those areas known to require environmental protection from development have been designated as conservation on the Future Land Use Map.

Designations are based on the best information available. Owners of lands designated as conservation on the Future Land Use Map may petition the City to adjust the boundaries of the conservation zone based upon a qualified biologist's determination of the boundaries made in accordance with §701.07 of the *Land Development Regulations*.

The Planning and Zoning Department shall review the owner's petition and automatically adjust the Future Land Use Map to correctly represent said area and upland buffer. The Local Planning Agency's approval shall be required if the area to be changed is greater than five (5) acres. Environmentally sensitive areas shall include, but not be limited to, jurisdictional wetlands, wetland buffers, uplands included as part of designated environmental corridors, and public beaches.

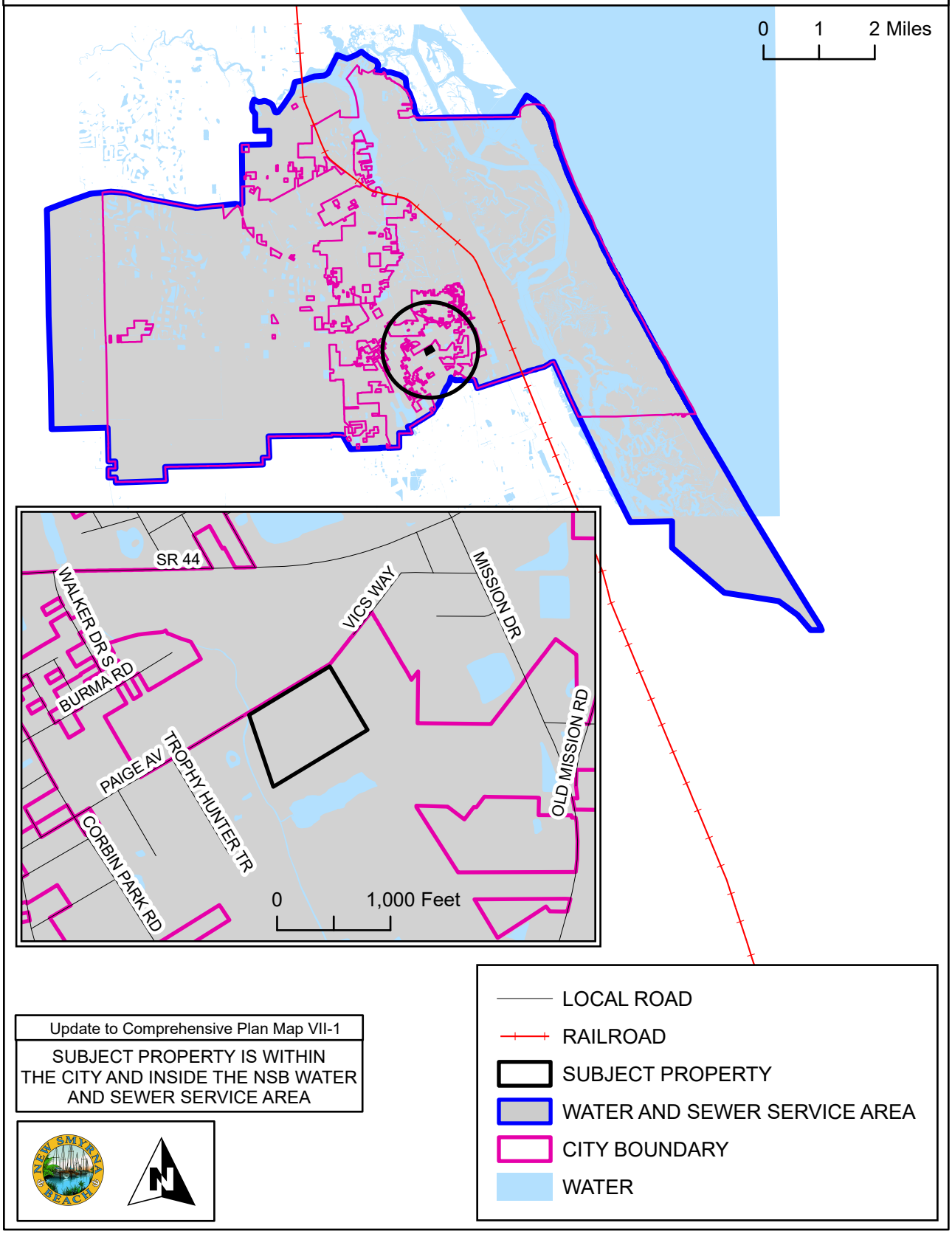
PROPOSED FUTURE LAND USE DESIGNATIONS

A-10-25



WATER AND SEWER SERVICE AREA

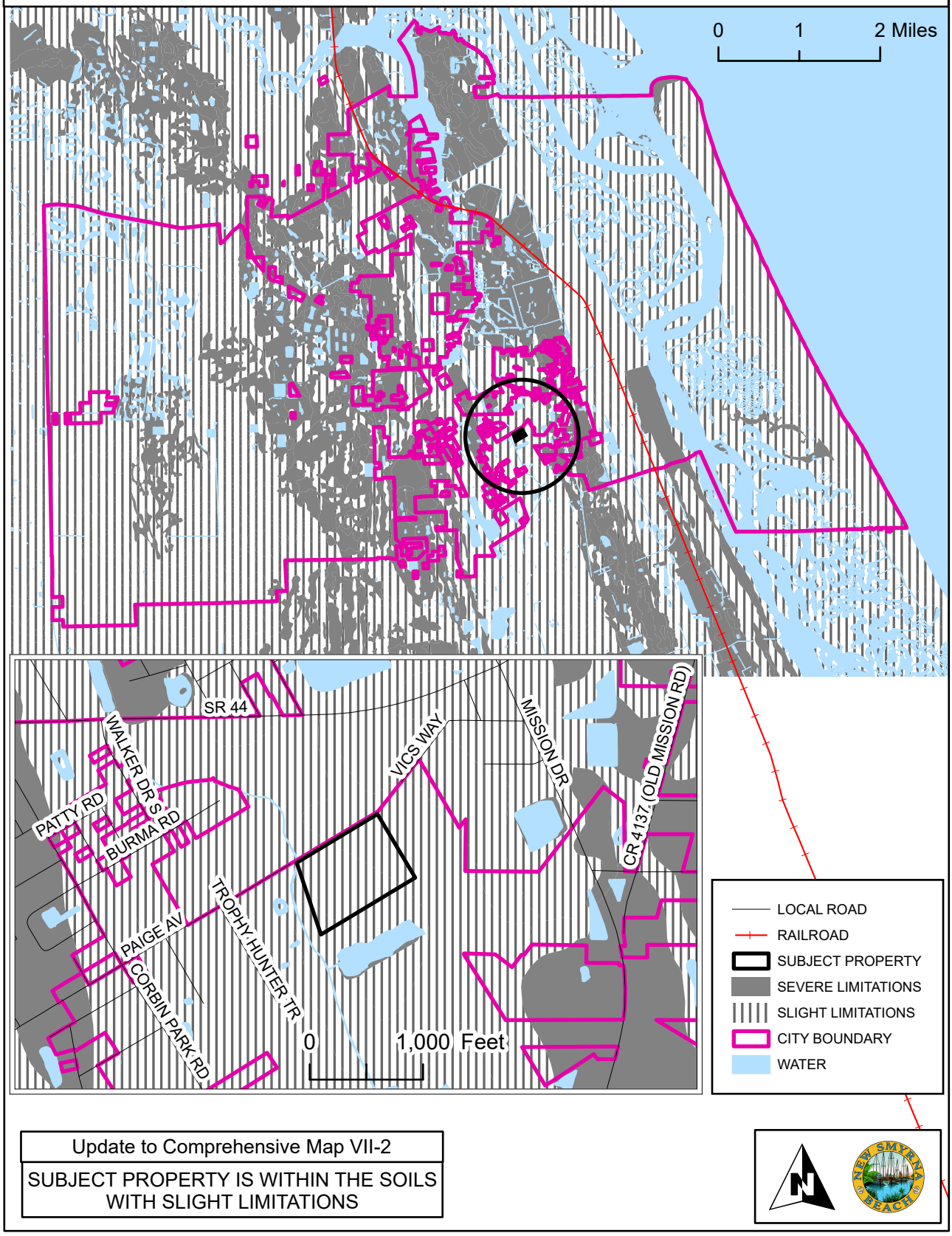
A-10-25



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-10-25

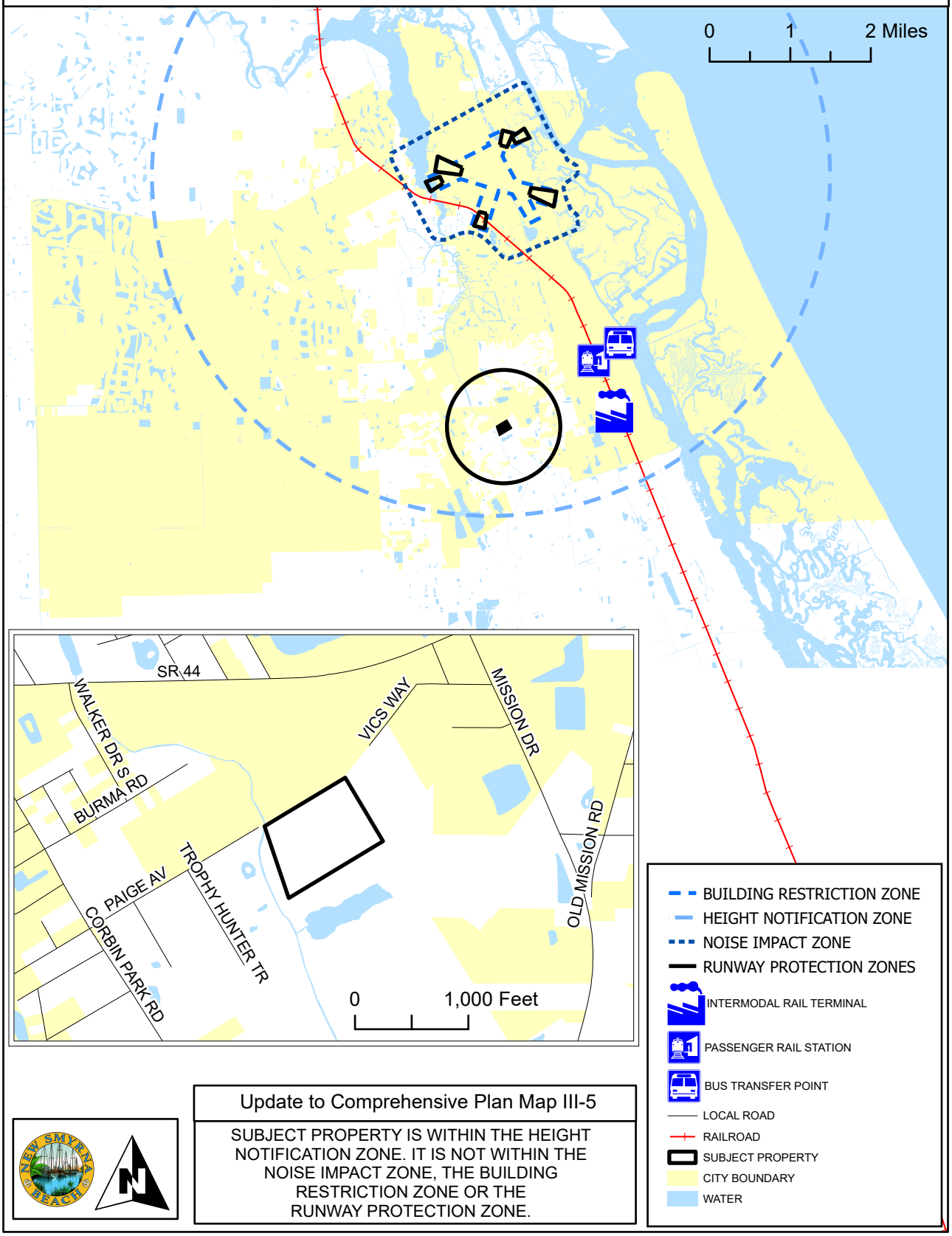


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-10-25

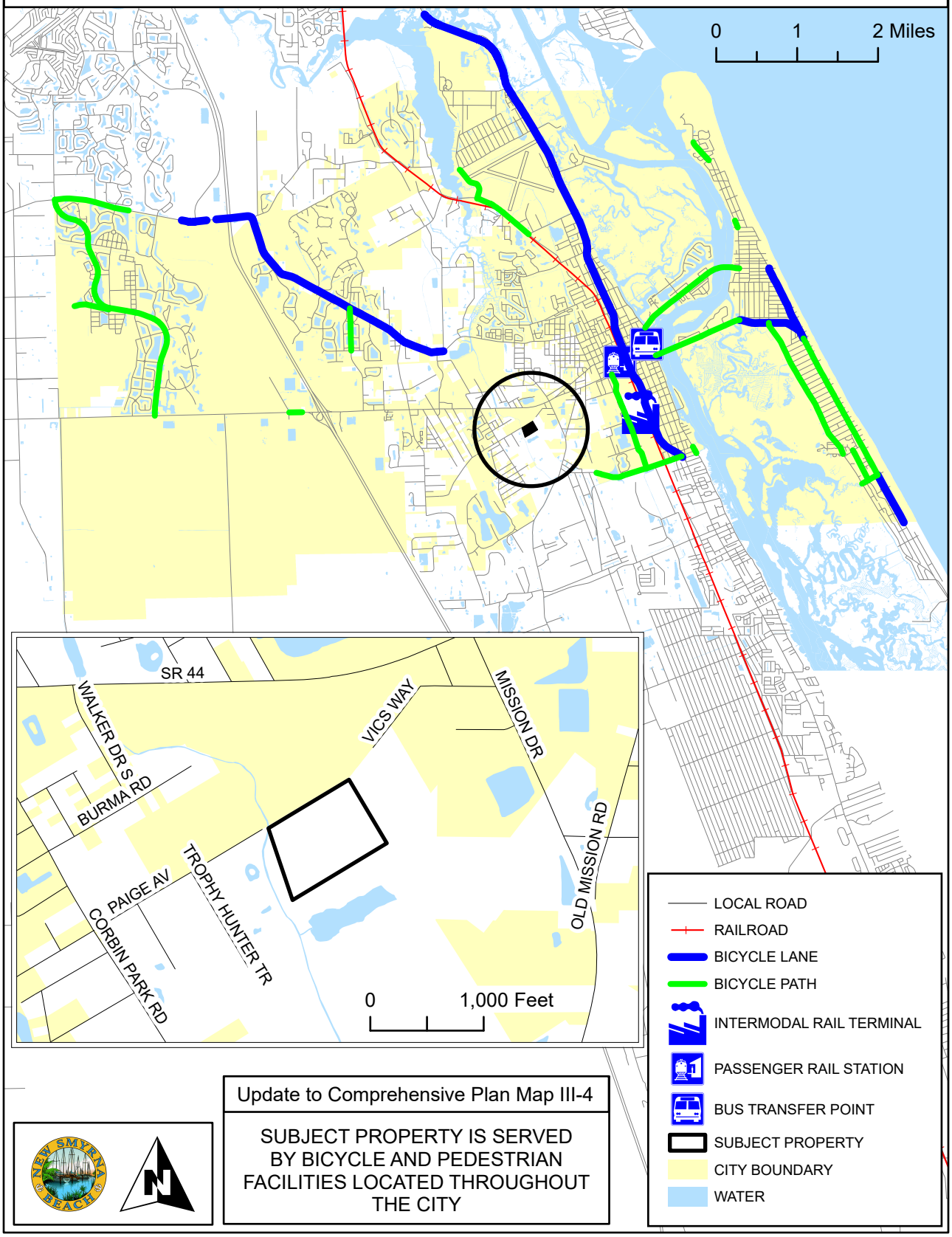


Update to Comprehensive Plan Map III-5

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-10-25

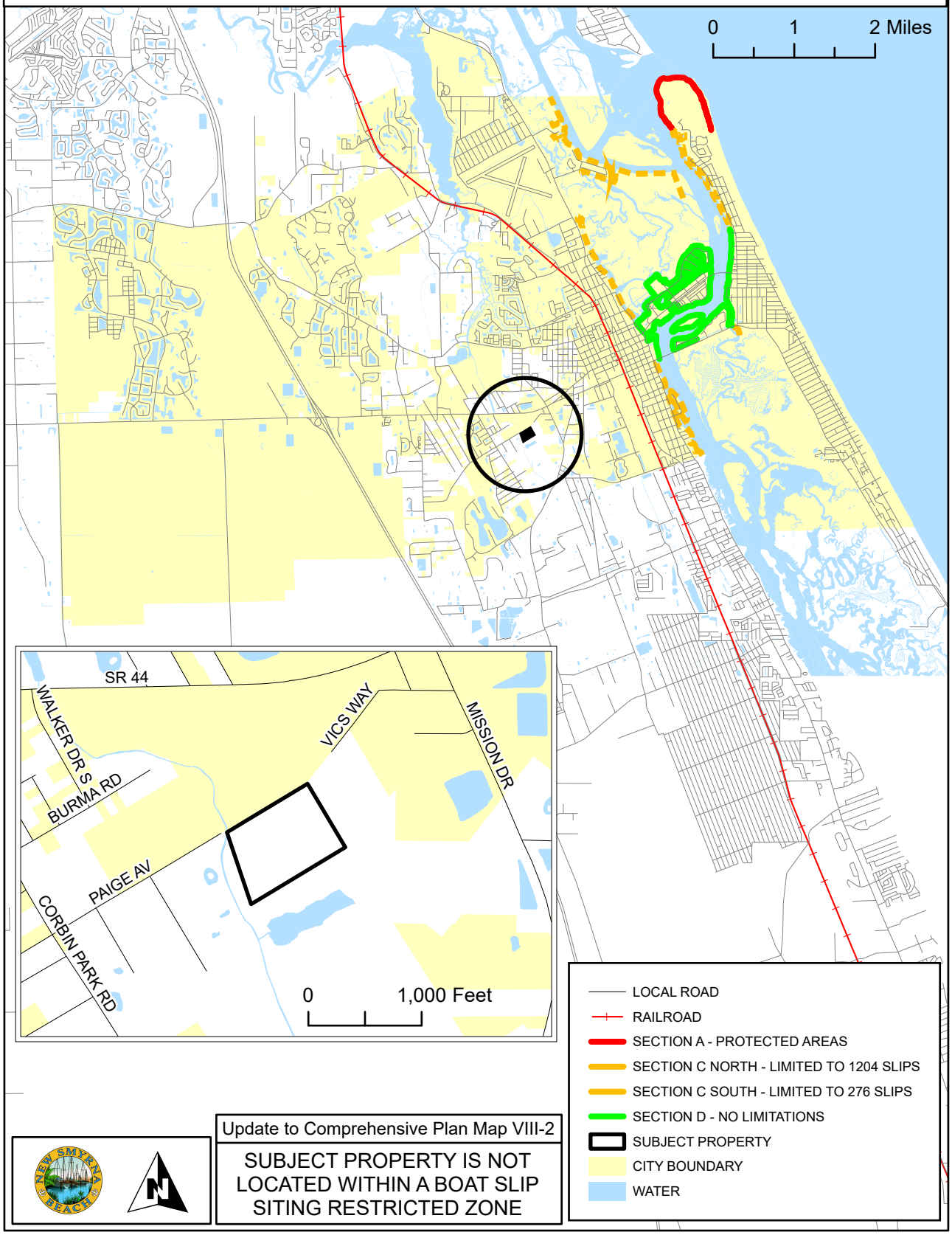


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-10-25

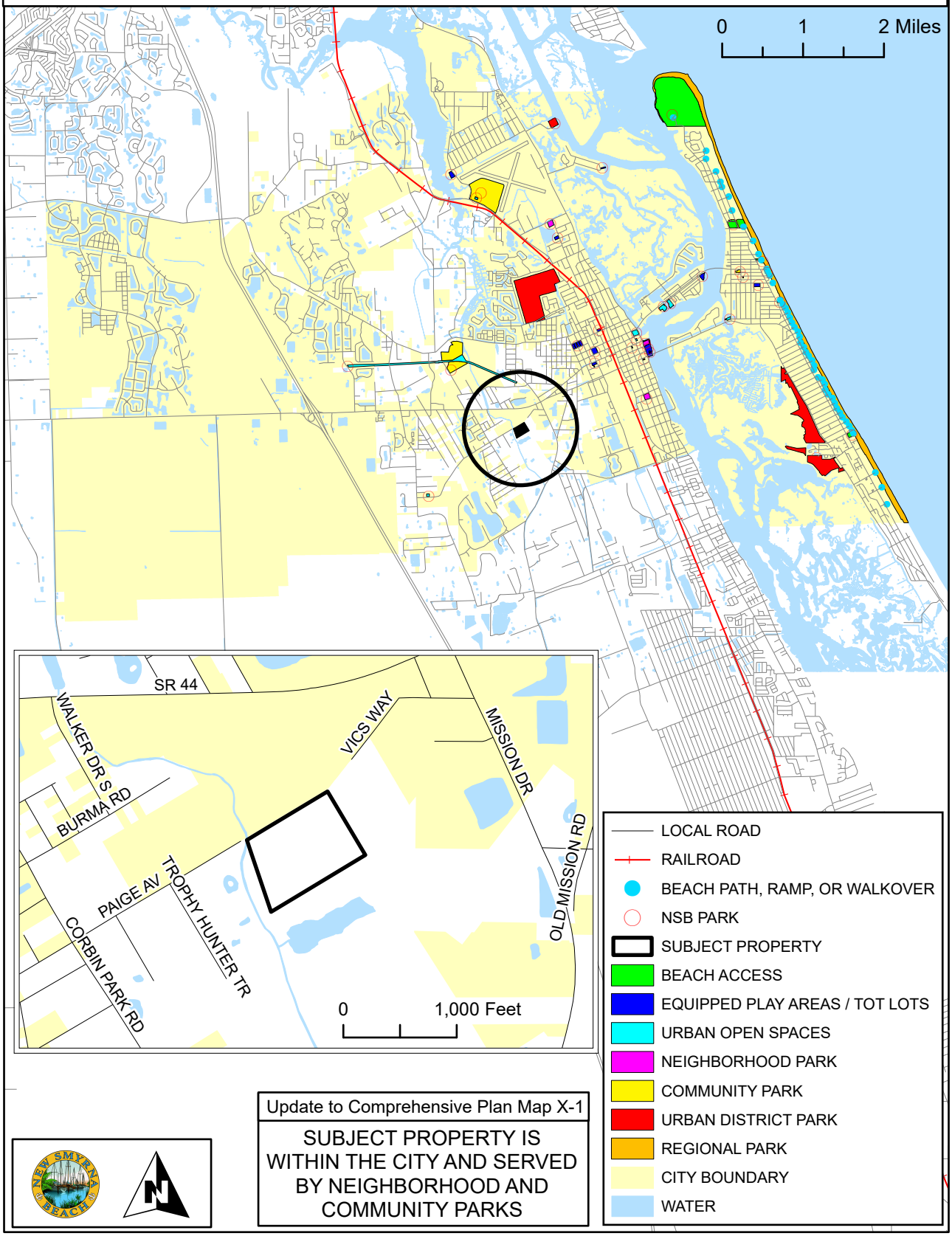


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-10-25

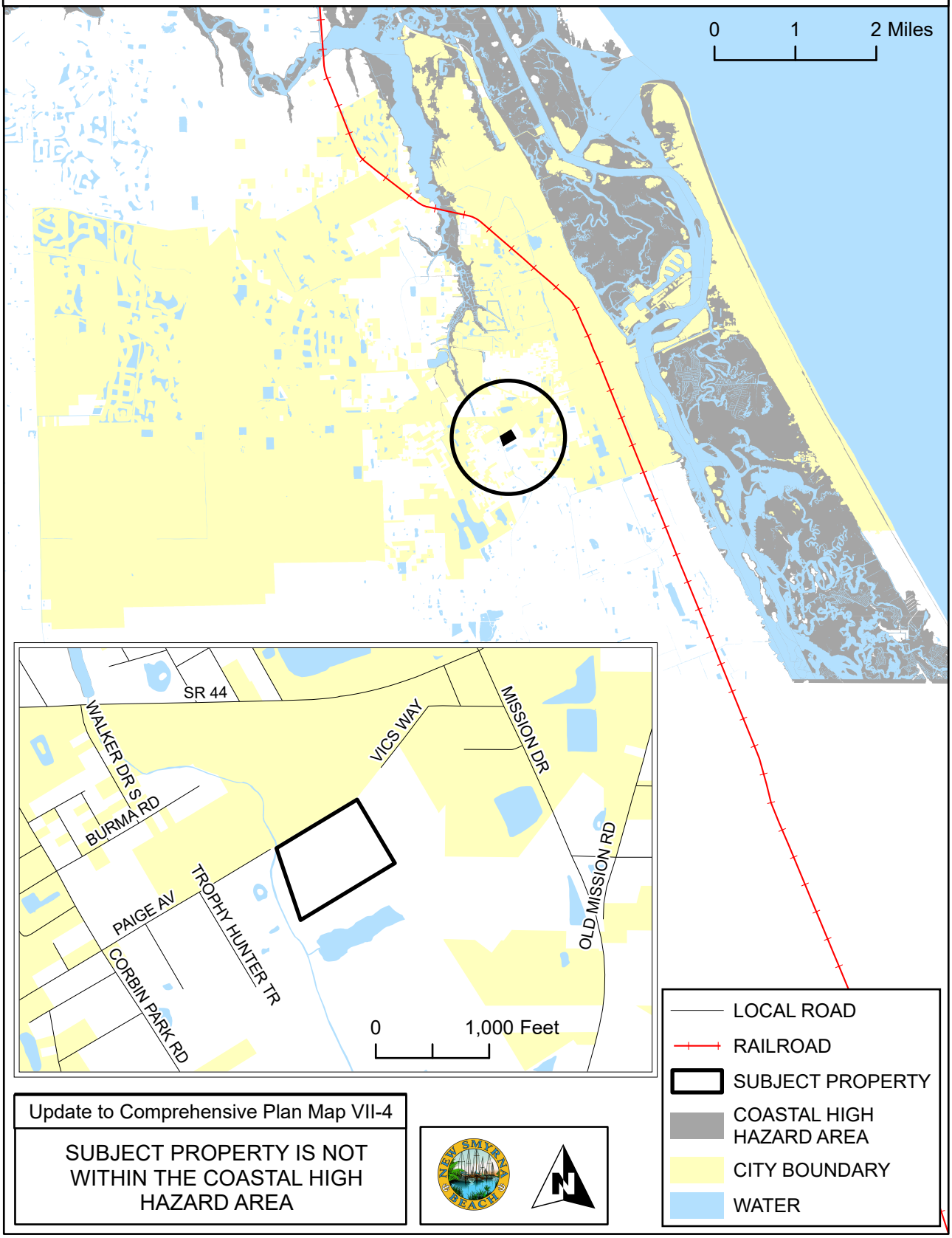


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-10-25

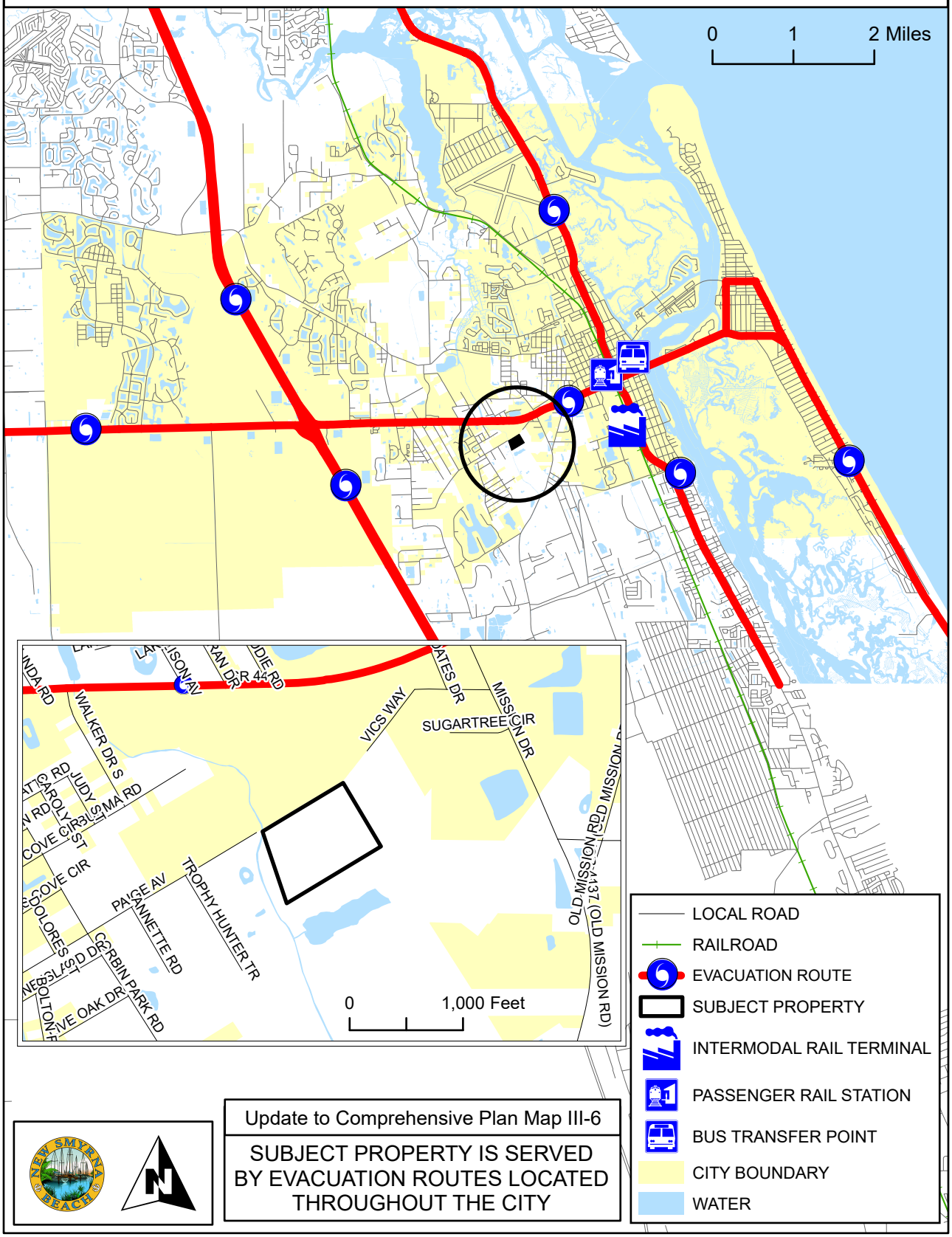


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-10-25

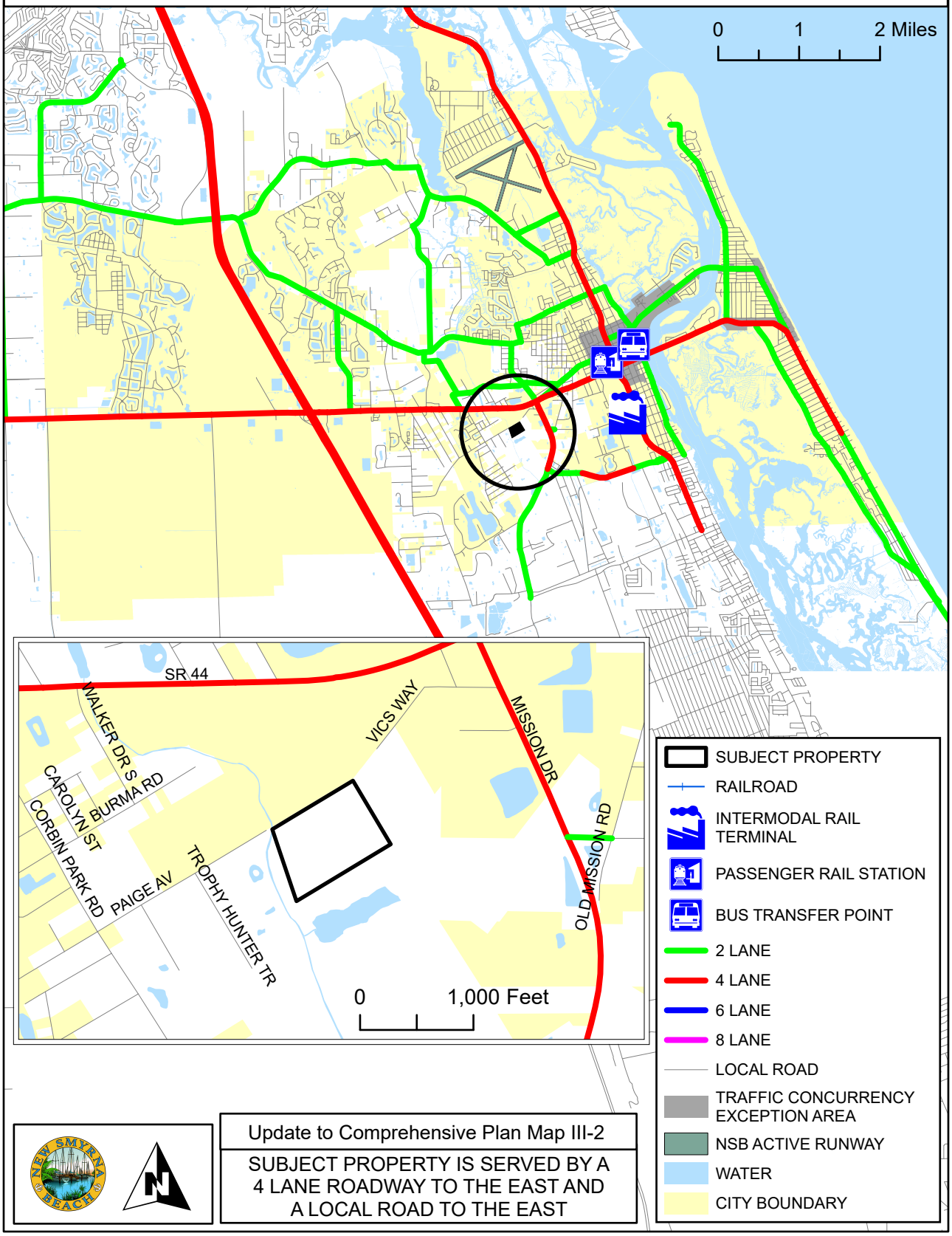


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-10-25

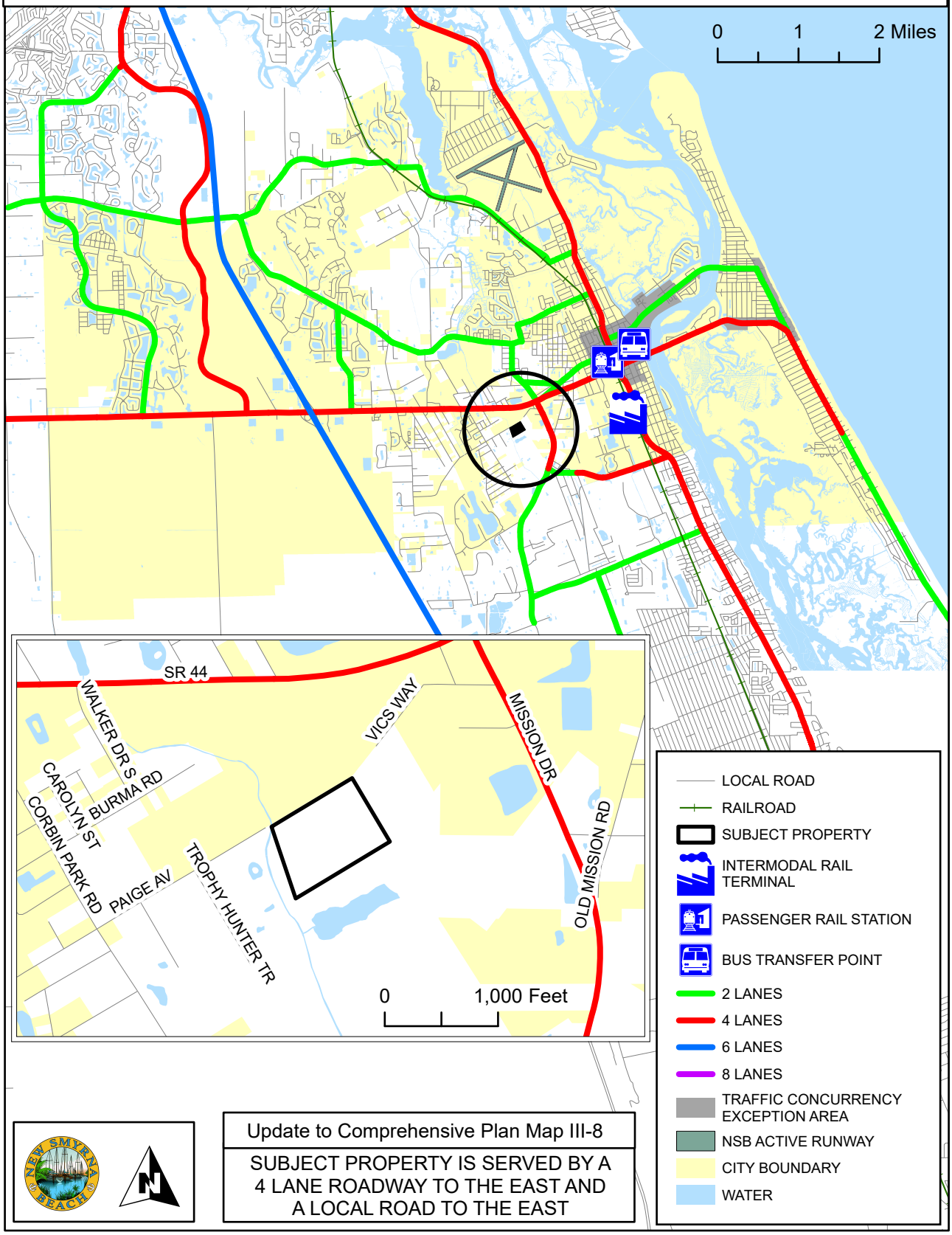


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE EAST AND A LOCAL ROAD TO THE EAST

NUMBER OF TRAFFIC LANES - 2025

A-10-25

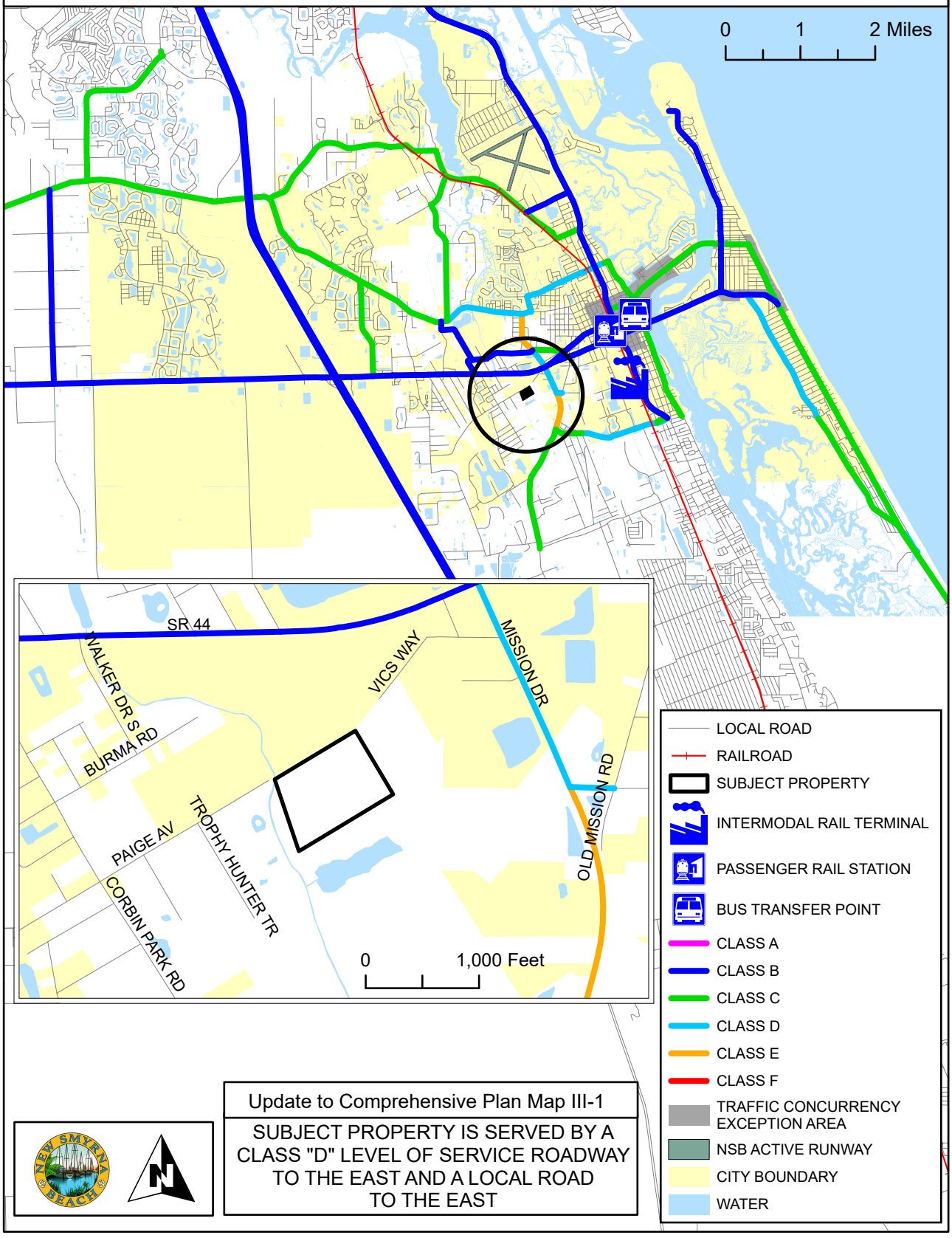


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE EAST AND A LOCAL ROAD TO THE EAST

EXISTING LEVEL OF SERVICE - 2009

A-10-25

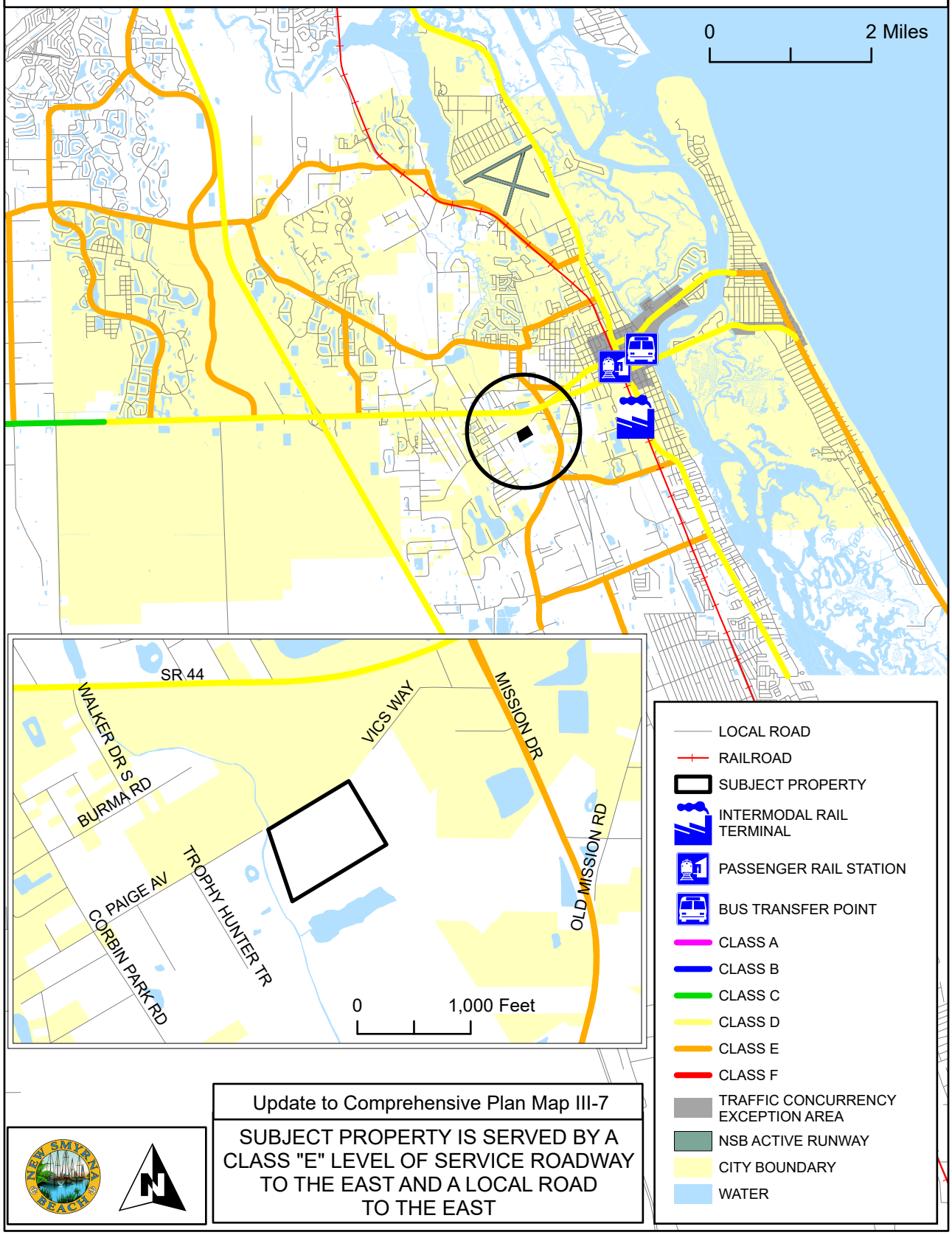


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE EAST AND A LOCAL ROAD TO THE EAST

LEVEL OF SERVICE - 2025

A-10-25

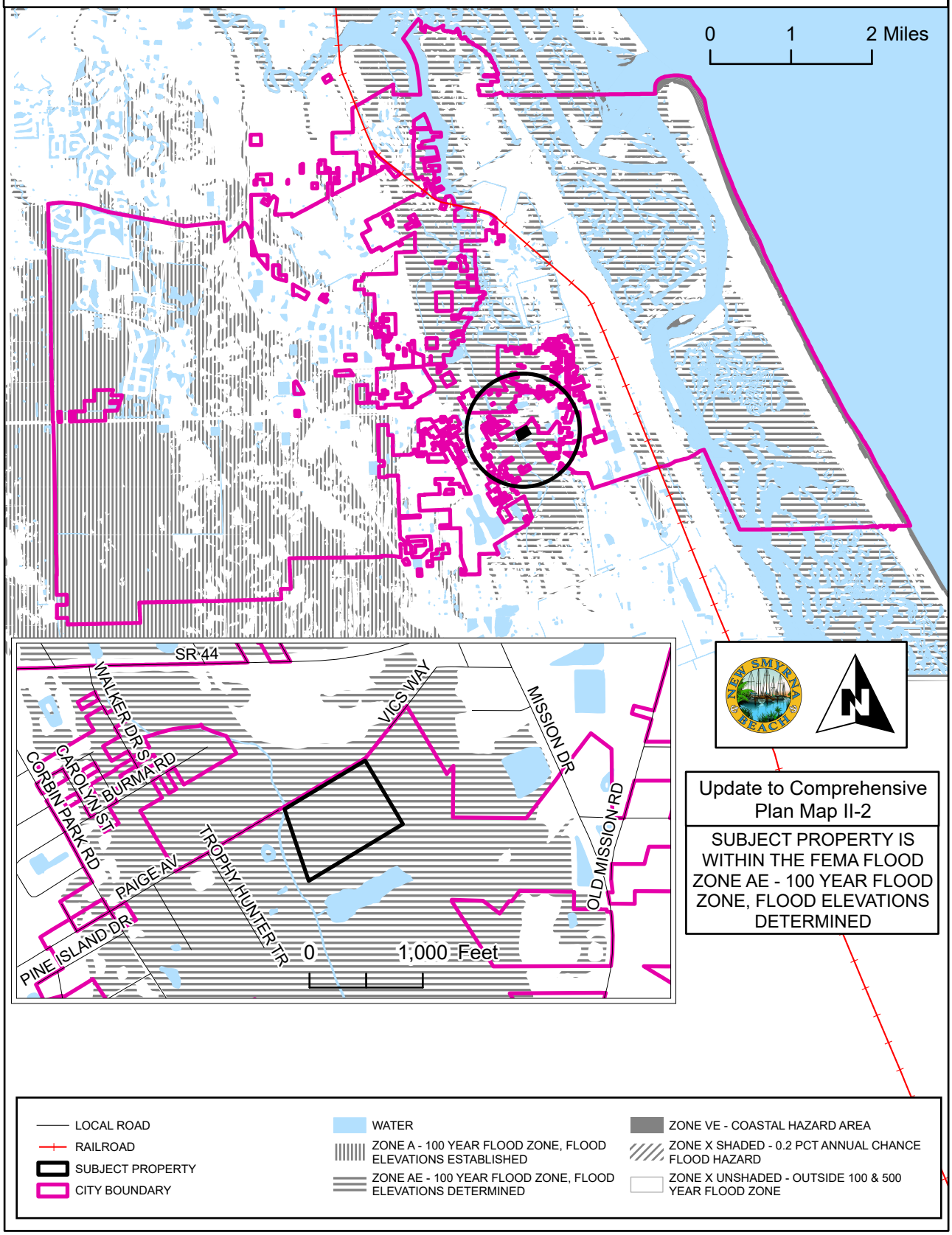


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE EAST AND A LOCAL ROAD TO THE EAST

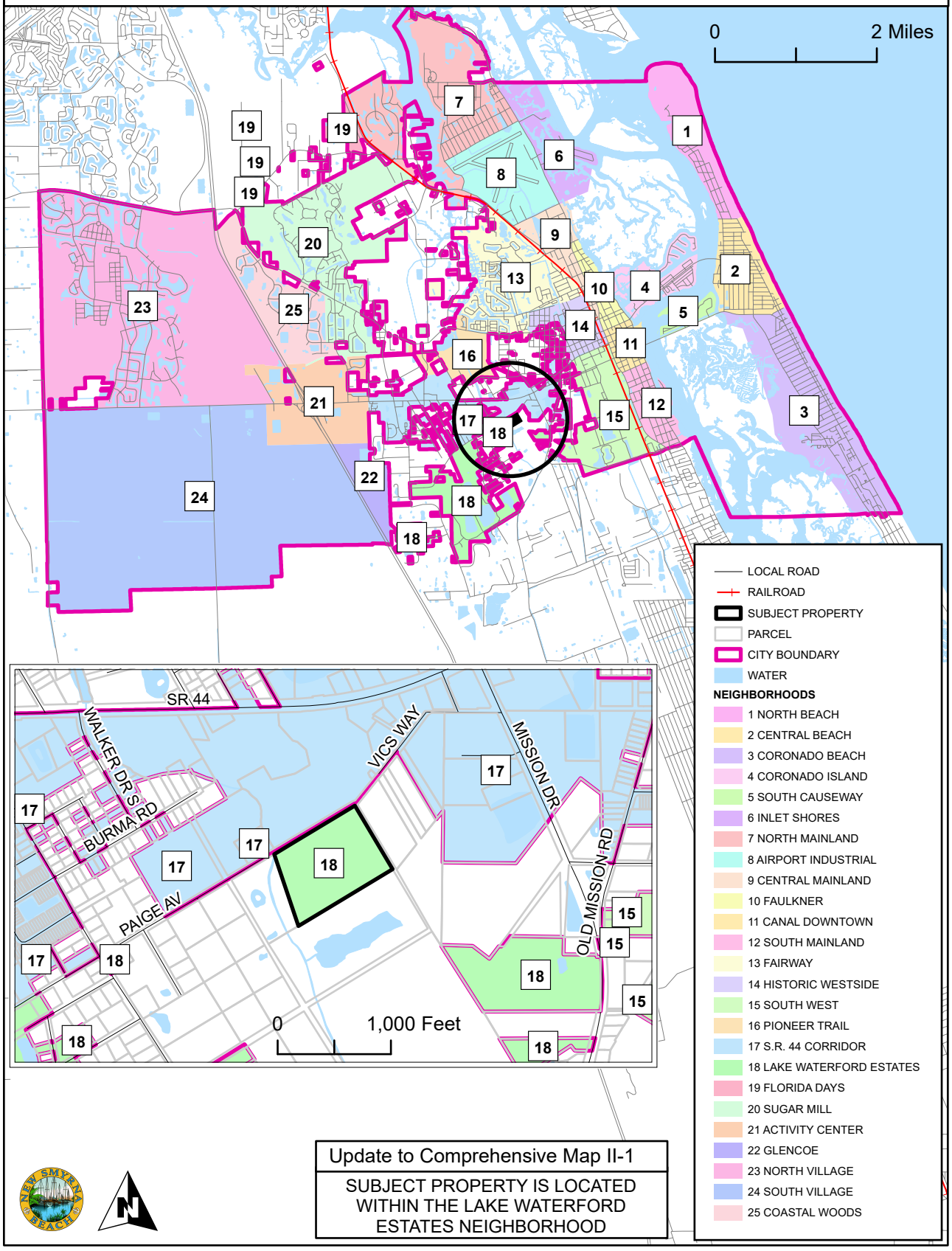
FLOOD PRONE AREAS

A-10-25



NEIGHBORHOODS

A-10-25

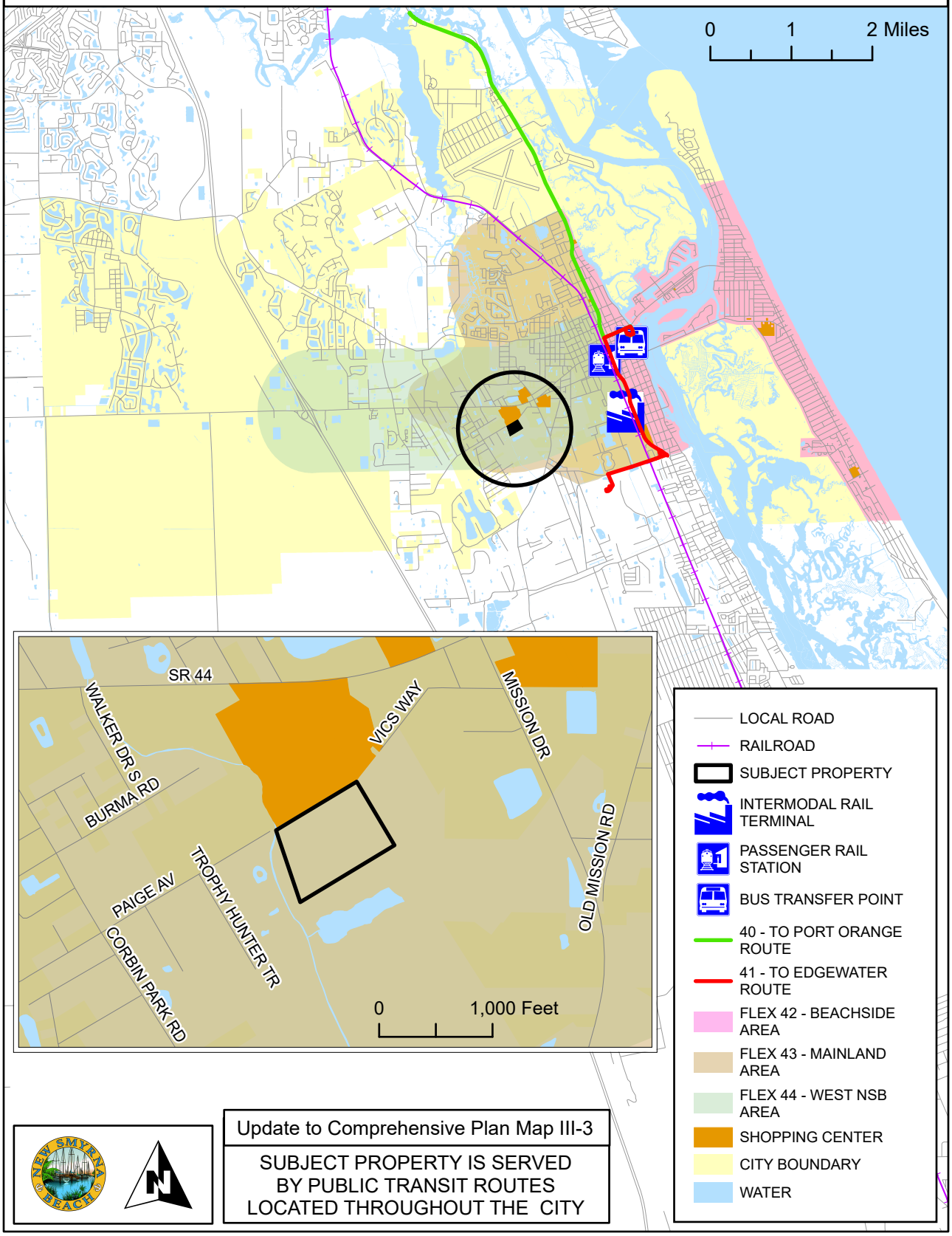


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE LAKE WATERFORD ESTATES NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-10-25

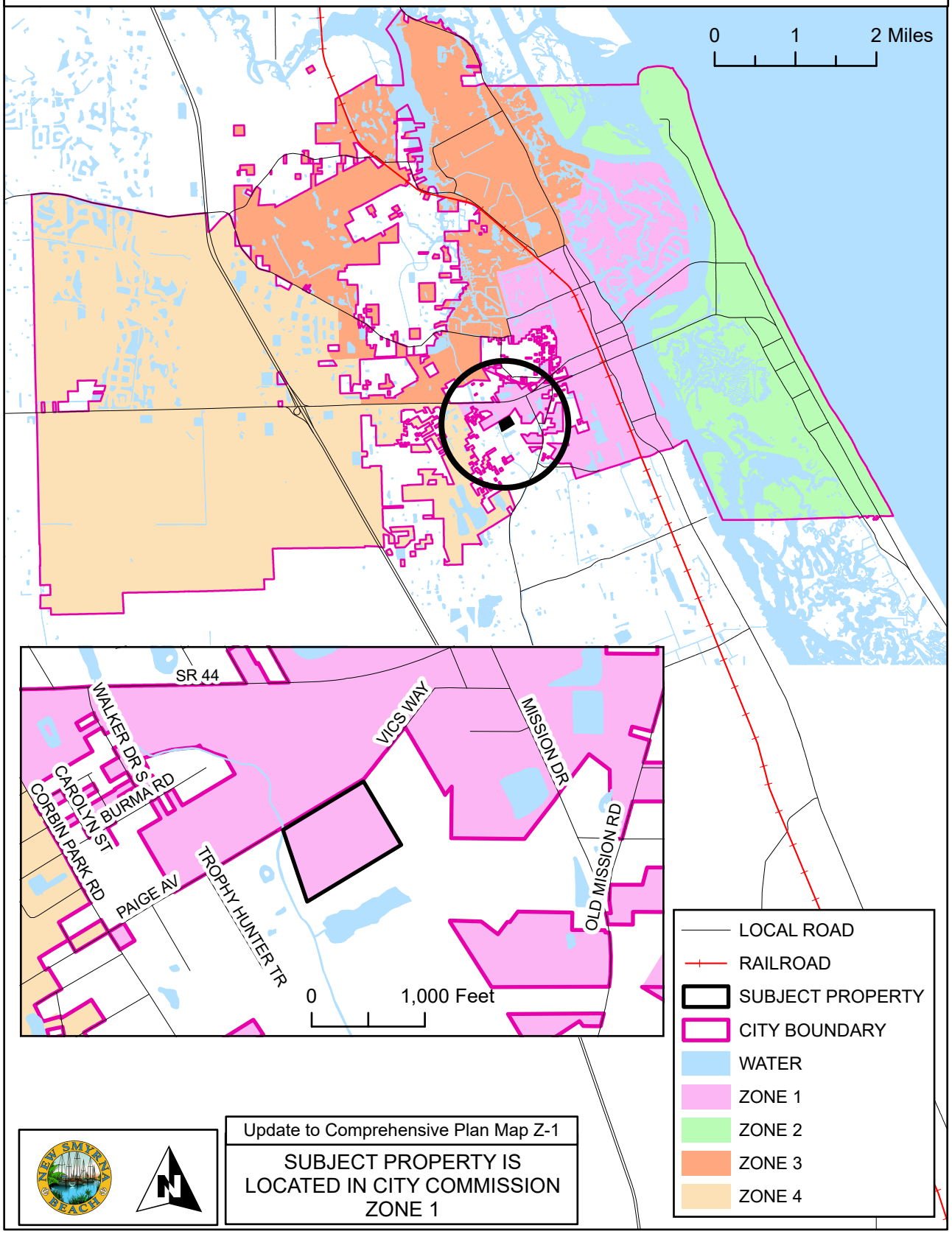


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

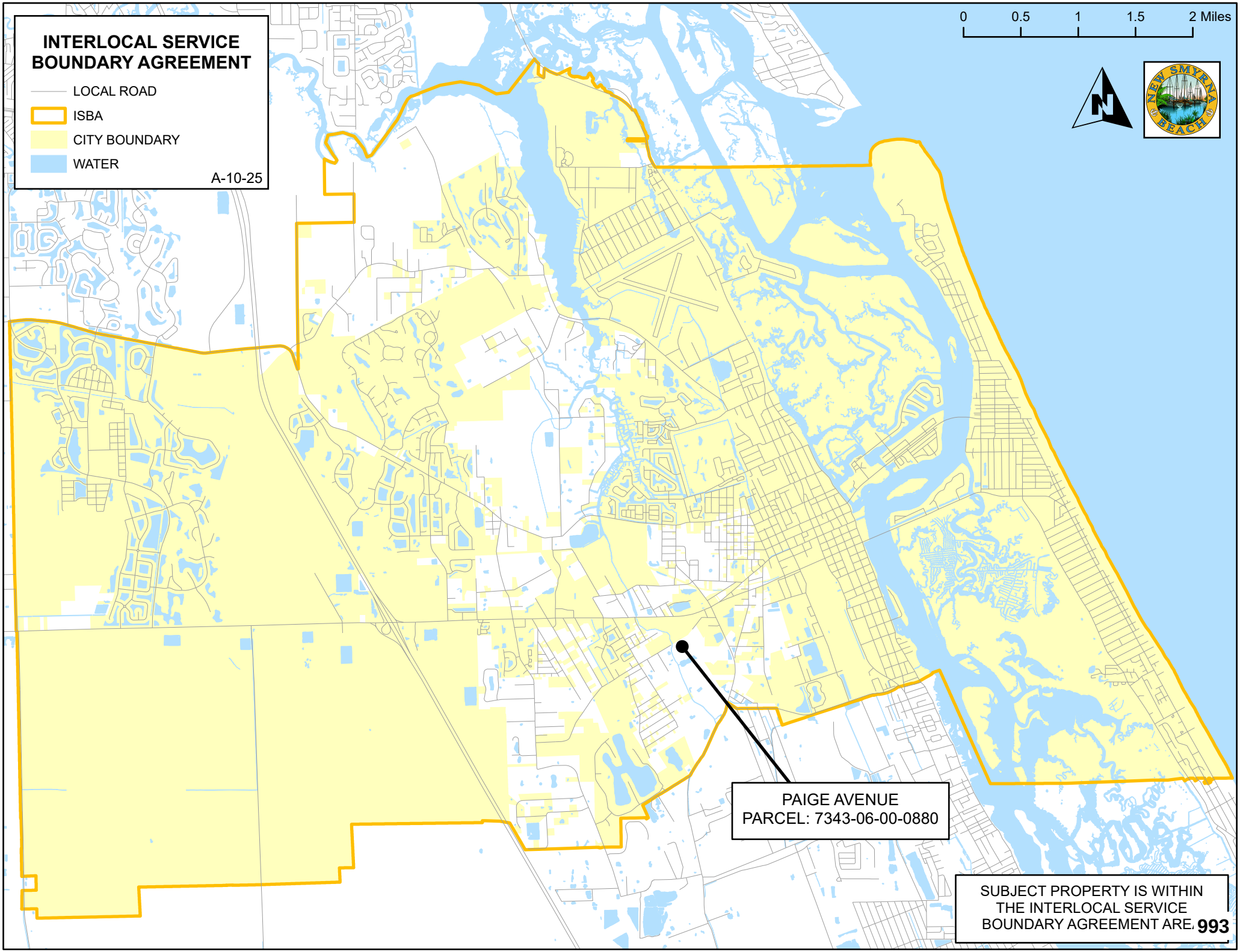
COMMISSION ZONES

A-10-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-10-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PAIGE AVENUE
PARCEL: 7343-06-00-0880
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
993

LEGAL DESCRIPTION

Address:
Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0880

AltKey Number:
3732791

Metes and Bounds by Professional Title Agency

PART OF LOT 88 LYING EASTERLY OF CENTER LINE OF EXISTING DRAINAGE DITCH, AND LOT 89, DOUGHERTY'S SUBDIVISION OF THE THOMAS NAPIER GRANT AND THE NORTH 1/3 OF THE AMBROSE HULL GRANT IN TOWNSHIP 17 SOUTH, RANGE 33 EAST, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Prepared by and Return To:
Teresa Prompovitch
Professional Title Agency, a division of LandCastle Title Group, LLC
313 Julia Street
New Smyrna Beach, FL 32168

Order No.: N[redacted]

APN/Parcel ID(s): 734306000880
734306000881

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this September 11, 2025 by Blossom Development Inc, a Texas Corporation having its principal place of business at 1215 Gessner Rd, Houston, TX 77055, hereinafter called the grantor, and City of New Smyrna Beacha municipal corporation, a corporation existing under athe laws of the State of Florida whose post office address is 210 Sams Avenue, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Volusia, State of Florida, viz:

Parcel 1:

Part of Lot 88 lying Easterly of center line of existing drainage ditch, and Lot 89, Daugherty's Subdivision of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant, in Township 17 South, Range 33 East, according to map or plat thereof as recorded in Plat Book M, Page 688, Public Records of Volusia County, Florida.

Parcel 2:

That part of Lot 88 lying Westerly of the center line of existing drainage ditch, all being in Daugherty's Subdivision of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant, in Township 17 South, Range 33 East, according to map or plat thereof as recorded in Plat Book M, Page 688, Public Records of Volusia County, Florida.

Subject to encumbrances, easements and restrictions of record and taxes accruing subsequently to 2024.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

SPECIAL WARRANTY DEED
(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Teresa A. Prompovitch
Print Name

Address: 313 Julia Street
New Smyrna Beach, FL 32168

Witness Signature

Linda Roussey
Print Name

Address: 313 Julia St.
NSB FL 32168

Blossom Development Inc, a Texas Corporation

BY: _____
Dan Silvestri
President

Address: 1215 Gessner Rd
Houston, TX 77055

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 8th day of September, 2025, by Dan Silvestri, President of Blossom Development Inc, A Texas Corporation, to me known to be the person(s) described in or who has/have produced Drivers License as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

NOTARY PUBLIC
My Commission Expires:

TERESA A. PROMPOVITCH
Notary Public - State of Florida
Commission # HH 221861
My Comm. Expires Mar 21, 2026
Bonded through National Notary Assn.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 03-26 Small Scale Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ordinance 03-26 amends the City Comprehensive Plan to include the property annexed in Ordinance 02-26 and apply conservation land use.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

None.

ORDINANCE NO. 03-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 15.2± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PAIGE AVENUE, EAST OF TROPHY HUNTER TRAIL, FROM VOLUSIA COUNTY *URBAN MEDIUM INTENSITY AND ENVIRONMENTAL SYSTEMS CORRIDOR* TO CITY *CONSERVATION*; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS TO SHOW THE AREA INCORPORATED INTO THE CITY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 15.2± acres of property generally located south of Paige Avenue, east of Trophy Hunter Trail, from Volusia County *Urban Medium Intensity* and *Environmental Systems Corridor* to City *Conservation*; to amend City Neighborhood Map II-1 to show the subject property is located within the Lake Waterford Estates Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone AE; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Vacant Land* to City *Vacant Land* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class D level of service roadway to the east and a local road to the east; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 4-lane roadway to the east and a local road to the east; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class E level of service roadway to the east and a local road to the east; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by a 4-lane roadway to the east and a local road to the east; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the slight limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard Area; to

amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a boat slip siting restricted zone; to amend City Parks Map X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 1; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on December 1, 2025, 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* and *Environmental Systems Corridor* to City *Conservation* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

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

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

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

from Volusia County *Urban Medium Intensity* and *Environmental Systems Corridor* to City *Conservation.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within the Lake Waterford Estates Neighborhood.

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

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2**, is hereby amended to show the subject property is within FEMA Flood Zone AE.

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

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Vacant Land* to City *Vacant Land.*

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

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class D level of service roadway to the east and a local road to the east.

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

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 4-lane roadway to the east and a local road to the east.

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

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

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

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

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

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

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

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

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

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class E level of service roadway to the east and a local road to the east.

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

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by a 4-lane roadway to the east and a local road to the east.

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

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

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

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with slight limitations.

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

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

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

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

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

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

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

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 1.

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

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on January 27, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §§163.3187(2) and 166.041(3)(a), Fla. Stat.

SECTION 20: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 21: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 22: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption, it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 1/6/2026

EXHIBIT "A"

EXISTING FUTURE LAND USE DESIGNATIONS

A-10-25

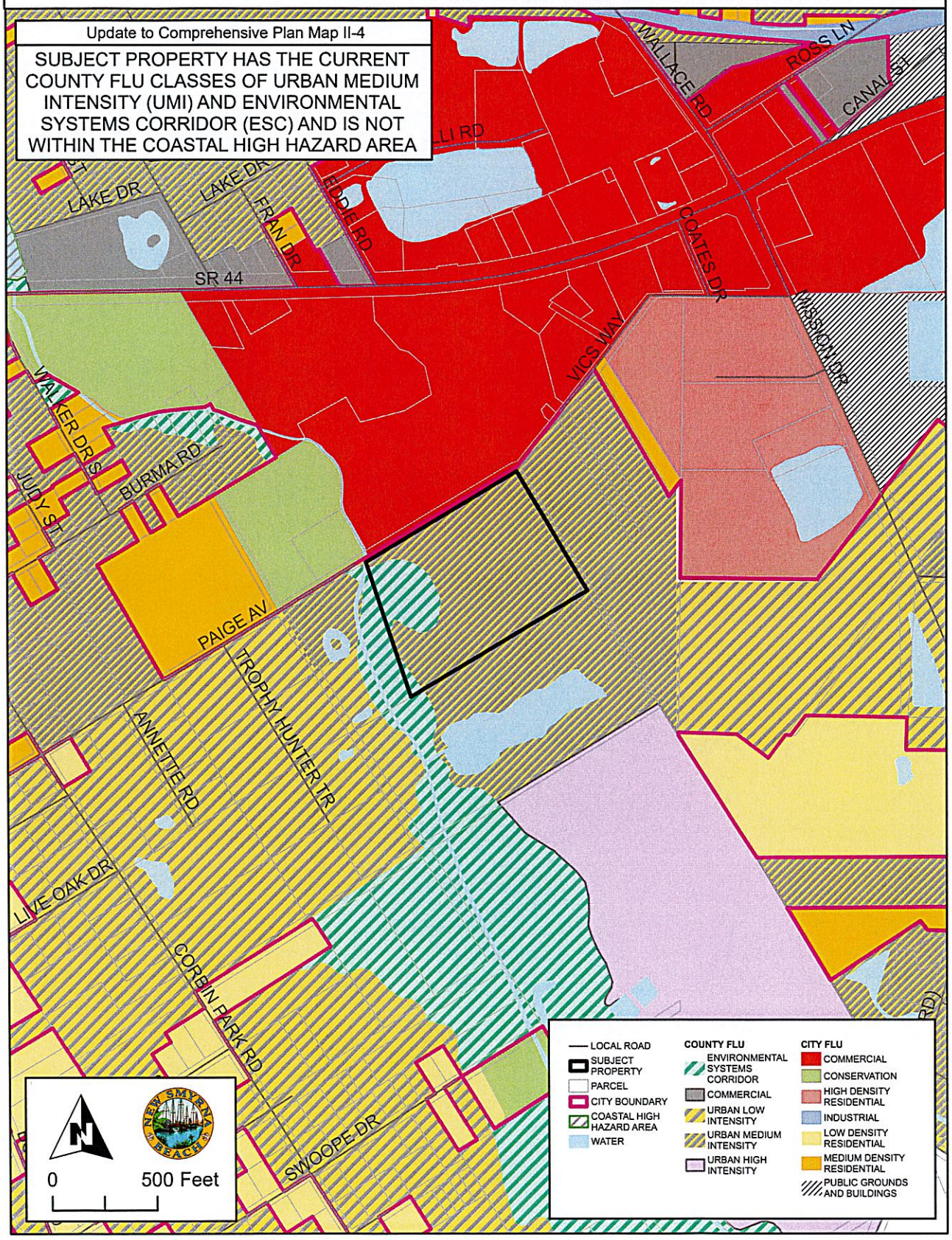


EXHIBIT "A"

PROPOSED FUTURE LAND USE DESIGNATIONS

A-10-25

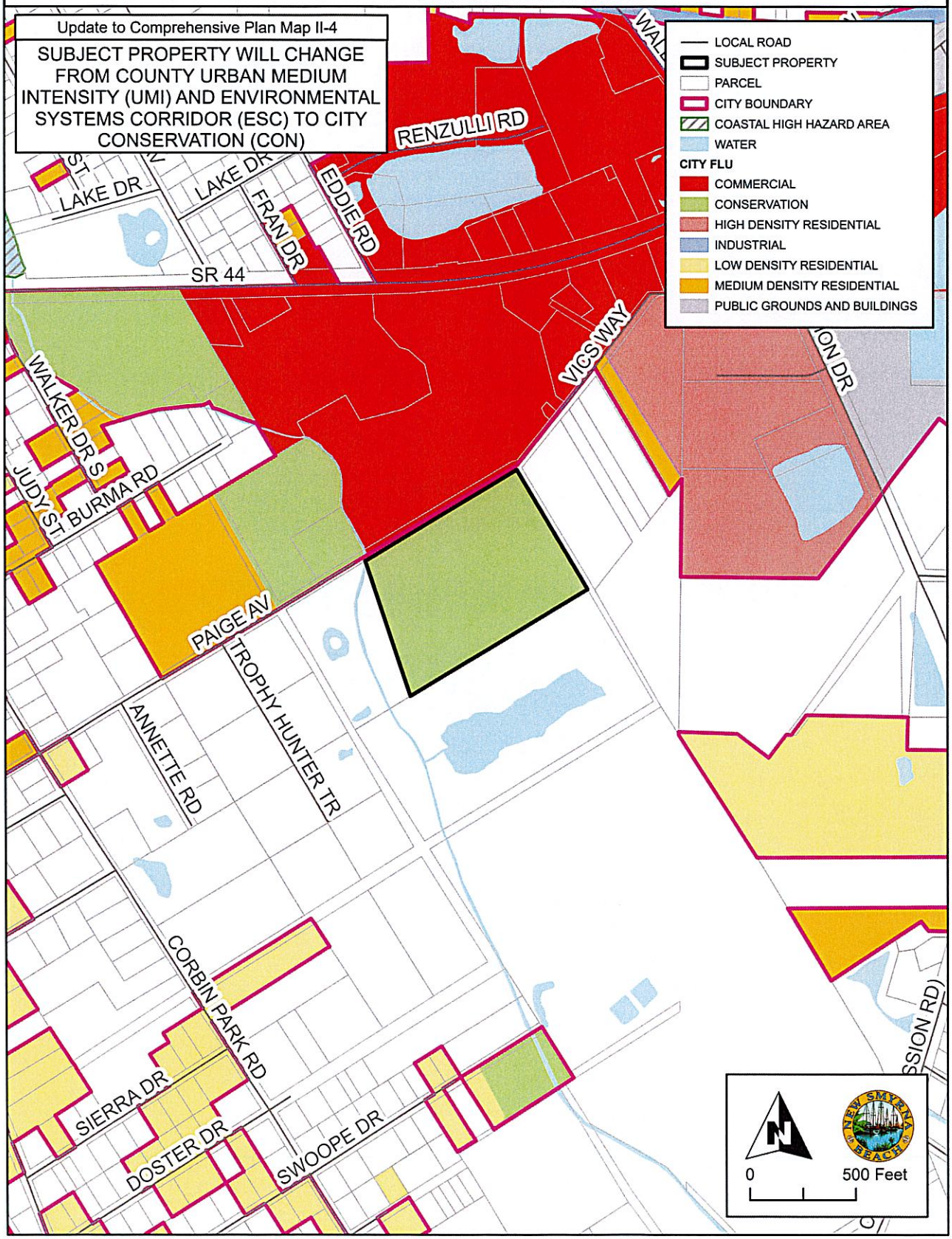


EXHIBIT "B"

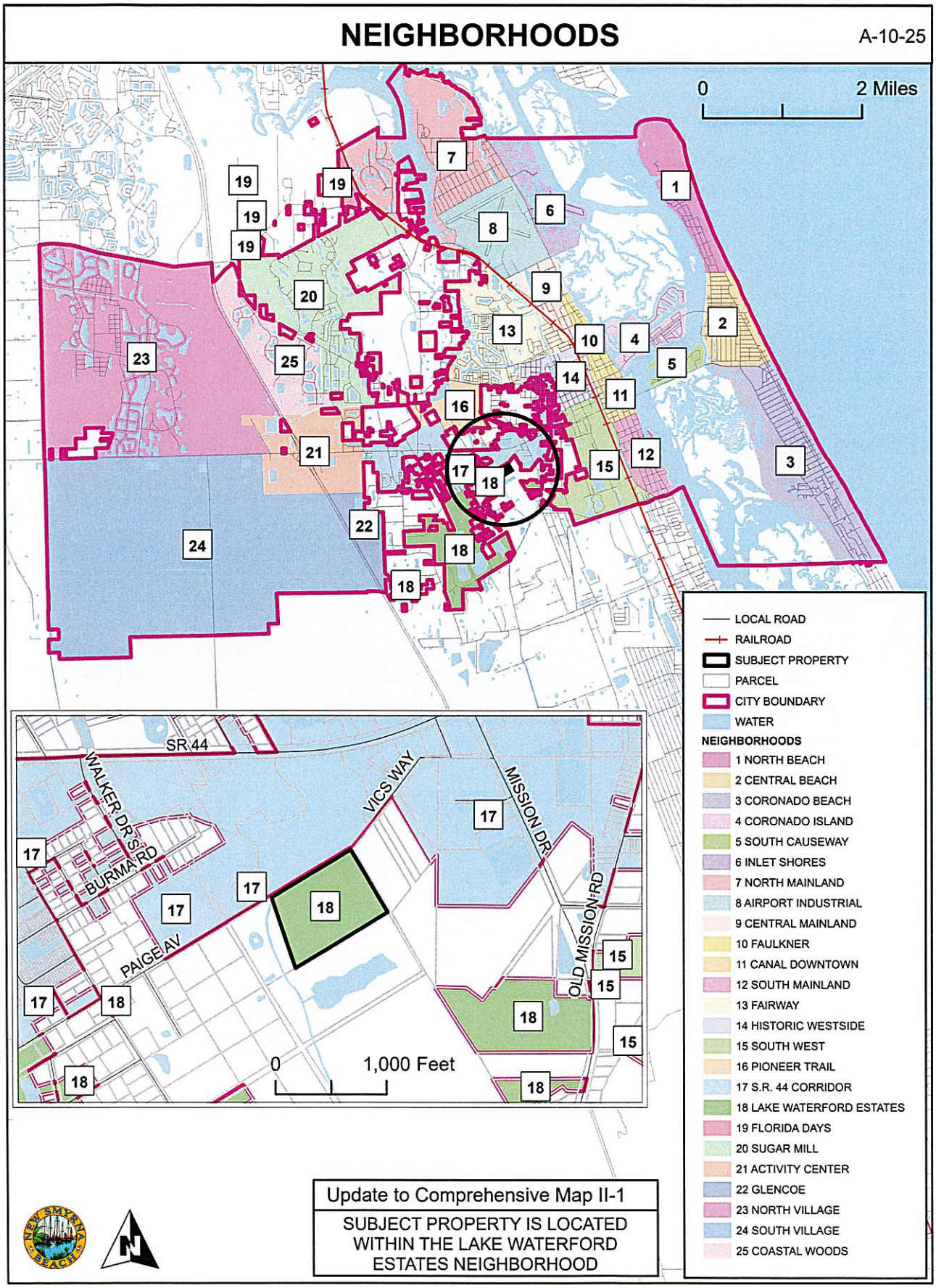

NEIGHBORHOODS
A-10-25
0
2 Miles
SR 44
WALKER DR S
BURMA RD
VICS WAY
MISSION DR
OLD MISSION RD
PAIGE AV
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
Update to Comprehensive Map II-1
SUBJECT PROPERTY IS LOCATED WITHIN THE LAKE WATERFORD ESTATES NEIGHBORHOOD

EXHIBIT "C"

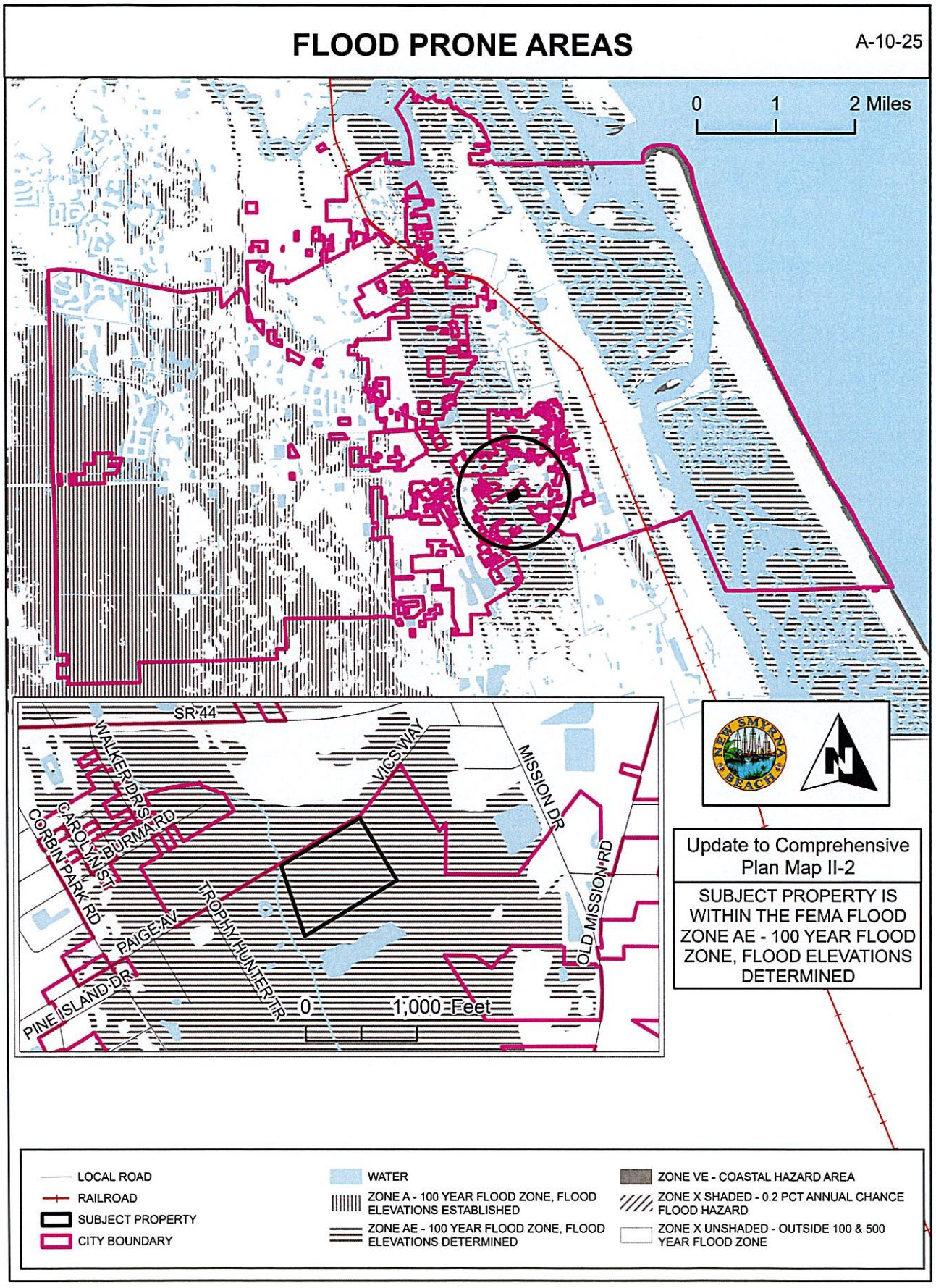
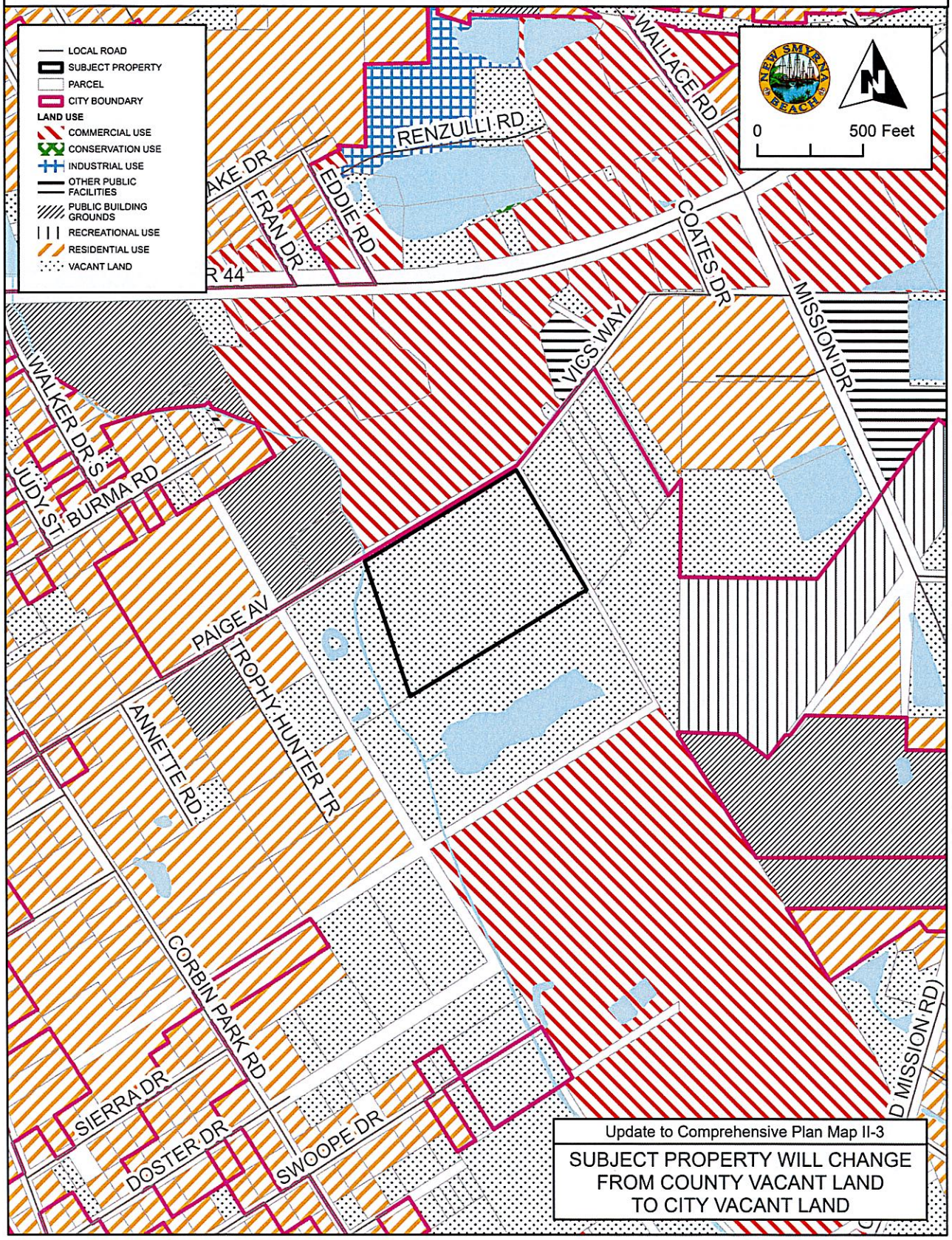

FLOOD PRONE AREAS
A-10-25
0
1
2 Miles
SR 44
WALKER DR S
CAROLYN ST
BURMA RD
CORBIN PARK RD
PAIGE AV
PINE ISLAND DR
TROPHY HUNTER TR
VICS WAY
MISSION DR
OLD MISSION RD
0
1,000 Feet
NEW SMYRNA BEACH
Update to Comprehensive Plan Map II-2
SUBJECT PROPERTY IS WITHIN THE FEMA FLOOD ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED
ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
ZONE VE - COASTAL HAZARD AREA
ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

EXHIBIT "D"

EXISTING LAND USE DESIGNATIONS

A-10-25



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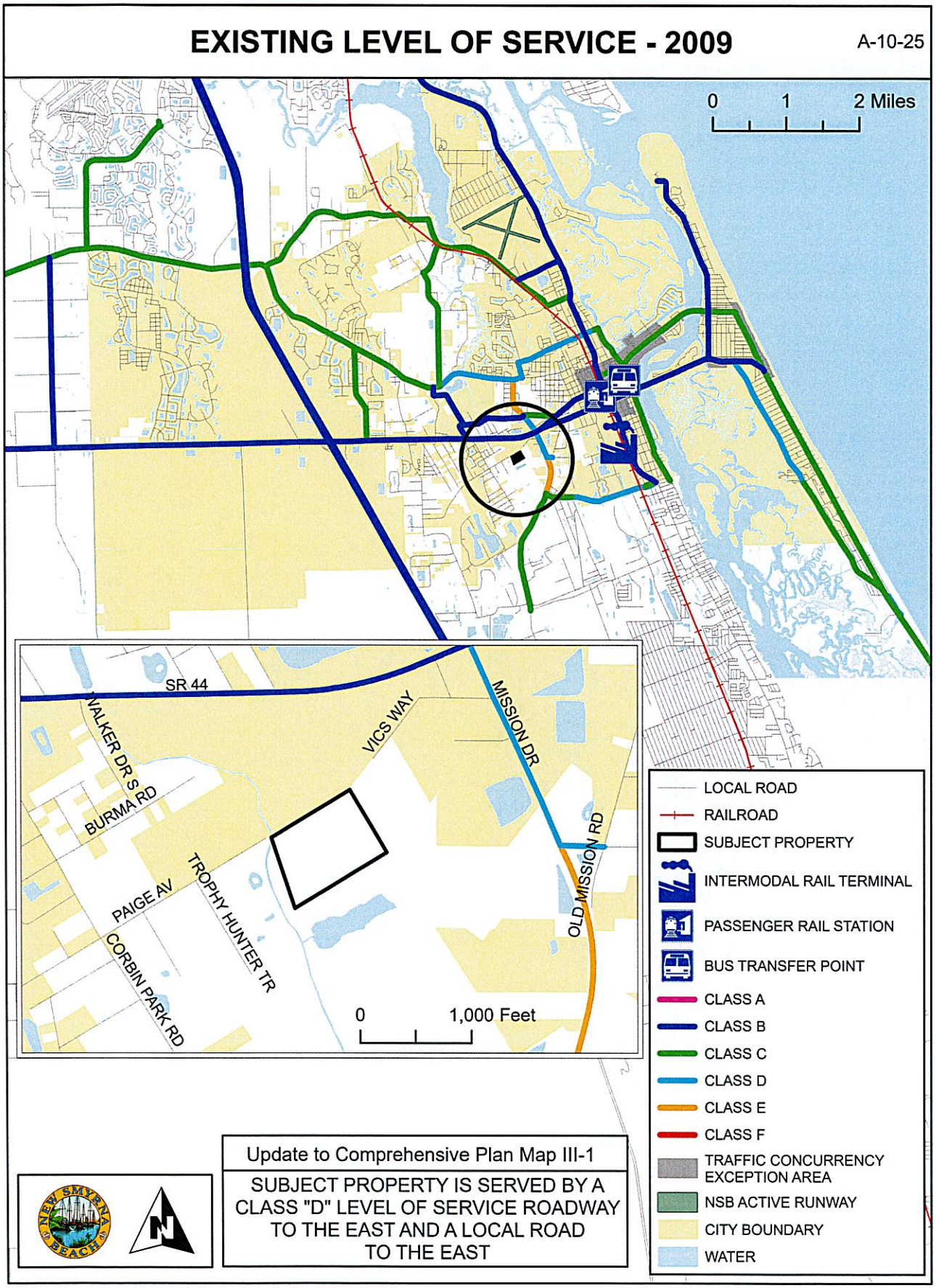

EXISTING LEVEL OF SERVICE - 2009
A-10-25
0 1 2 Miles
SR 44
VICS WAY
MISSION DR
WALKER DR S
BURMA RD
PAIGE AV
TROPHY HUNTER TR
CORBIN PARK RD
OLD MISSION RD
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-1
SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE EAST AND A LOCAL ROAD TO THE EAST

EXHIBIT "F"

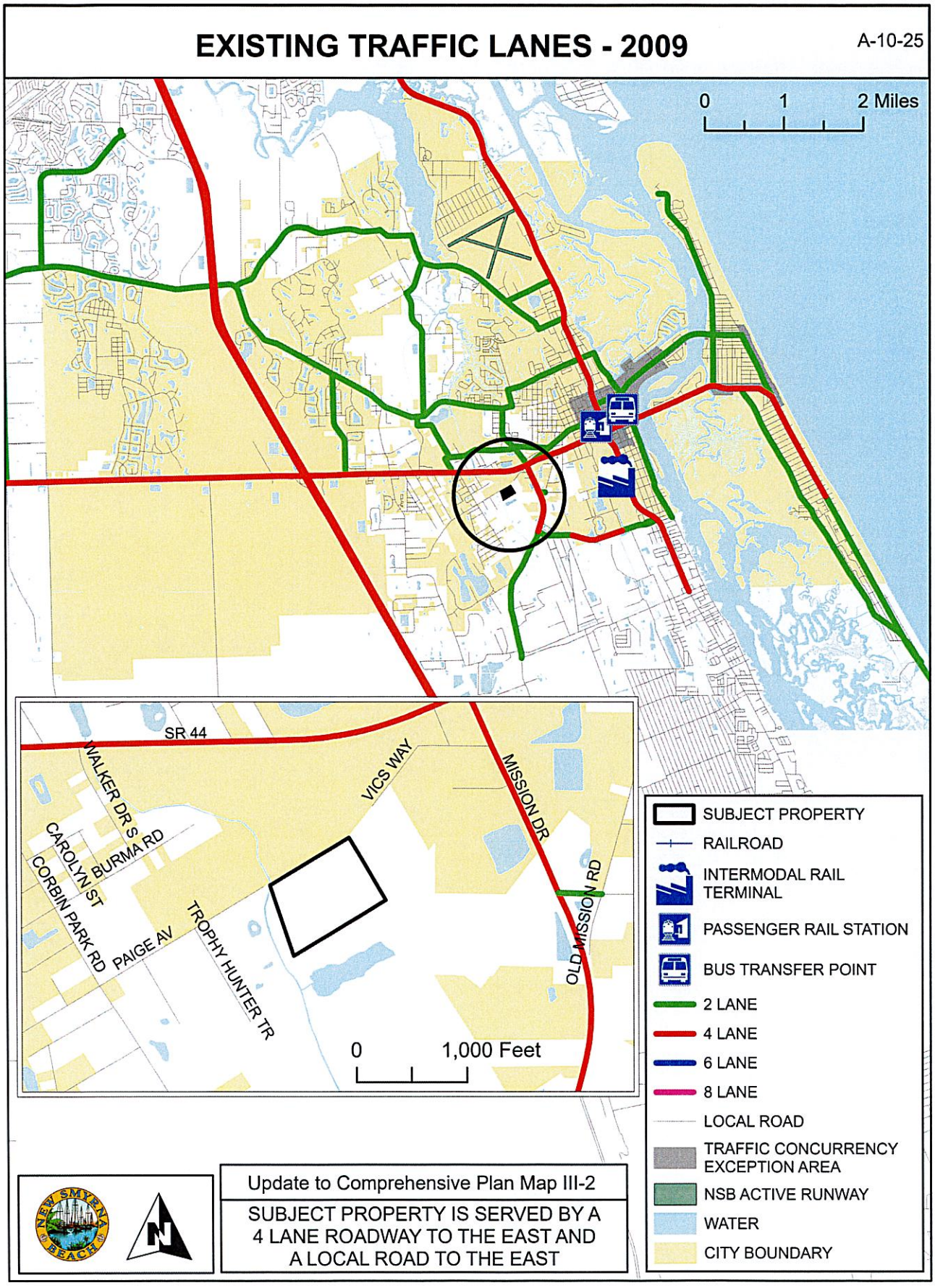

EXISTING TRAFFIC LANES - 2009
A-10-25
0 1 2 Miles
SR 44
WALKER DR S
VICS WAY
MISSION DR
CAROLYN ST
BURMA RD
CORBIN PARK RD
PAIGE AV
TROPHY HUNTER TR
OLD MISSION RD
0 1,000 Feet
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE EAST AND A LOCAL ROAD TO THE EAST

EXHIBIT "G"

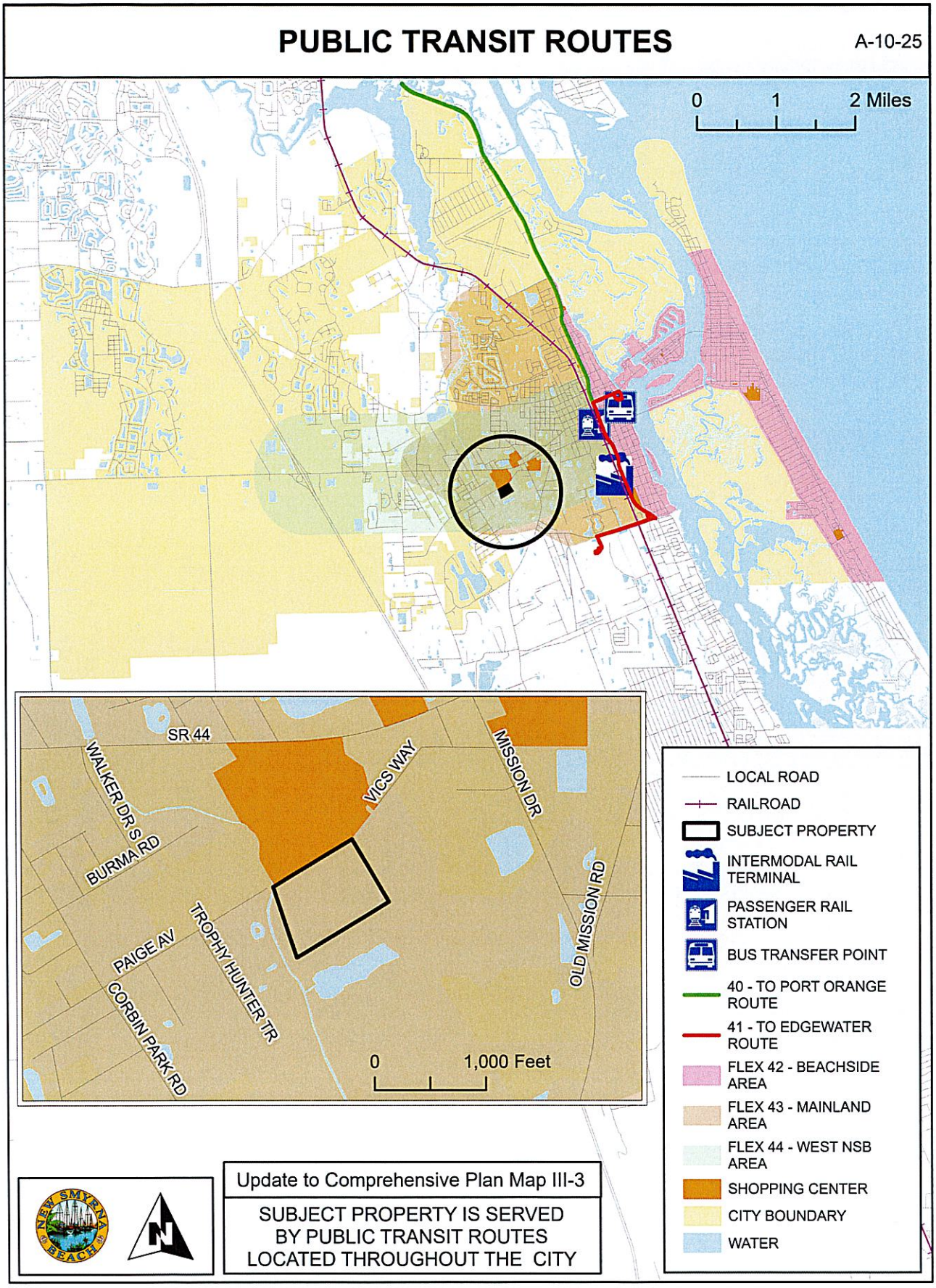

PUBLIC TRANSIT ROUTES
A-10-25
0 1 2 Miles
SR 44
WALKER DR S
BURMA RD
VICS WAY
MISSION DR
OLD MISSION RD
PAIGE AV
TROPHY HUNTER TR
CORBIN PARK RD
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
40 - TO PORT ORANGE ROUTE
41 - TO EDGEWATER ROUTE
FLEX 42 - BEACHSIDE AREA
FLEX 43 - MAINLAND AREA
FLEX 44 - WEST NSB AREA
SHOPPING CENTER
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-3
SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "H"

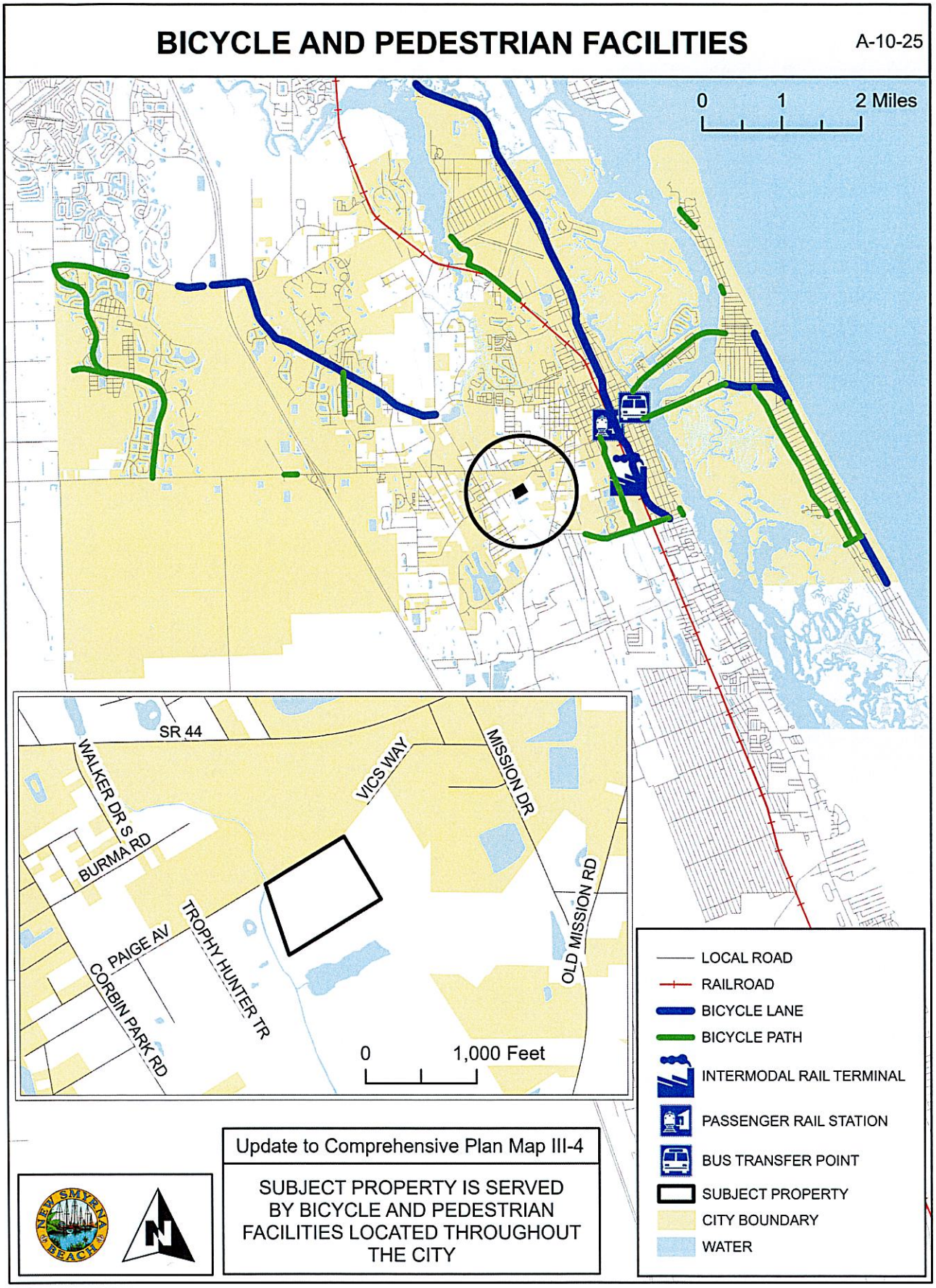

BICYCLE AND PEDESTRIAN FACILITIES
A-10-25
0 1 2 Miles
SR 44
WALKER DR S
BURMA RD
VICS WAY
MISSION DR
OLD MISSION RD
PAIGE AV
TROPHY HUNTER TR
CORBIN PARK RD
0 1,000 Feet
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

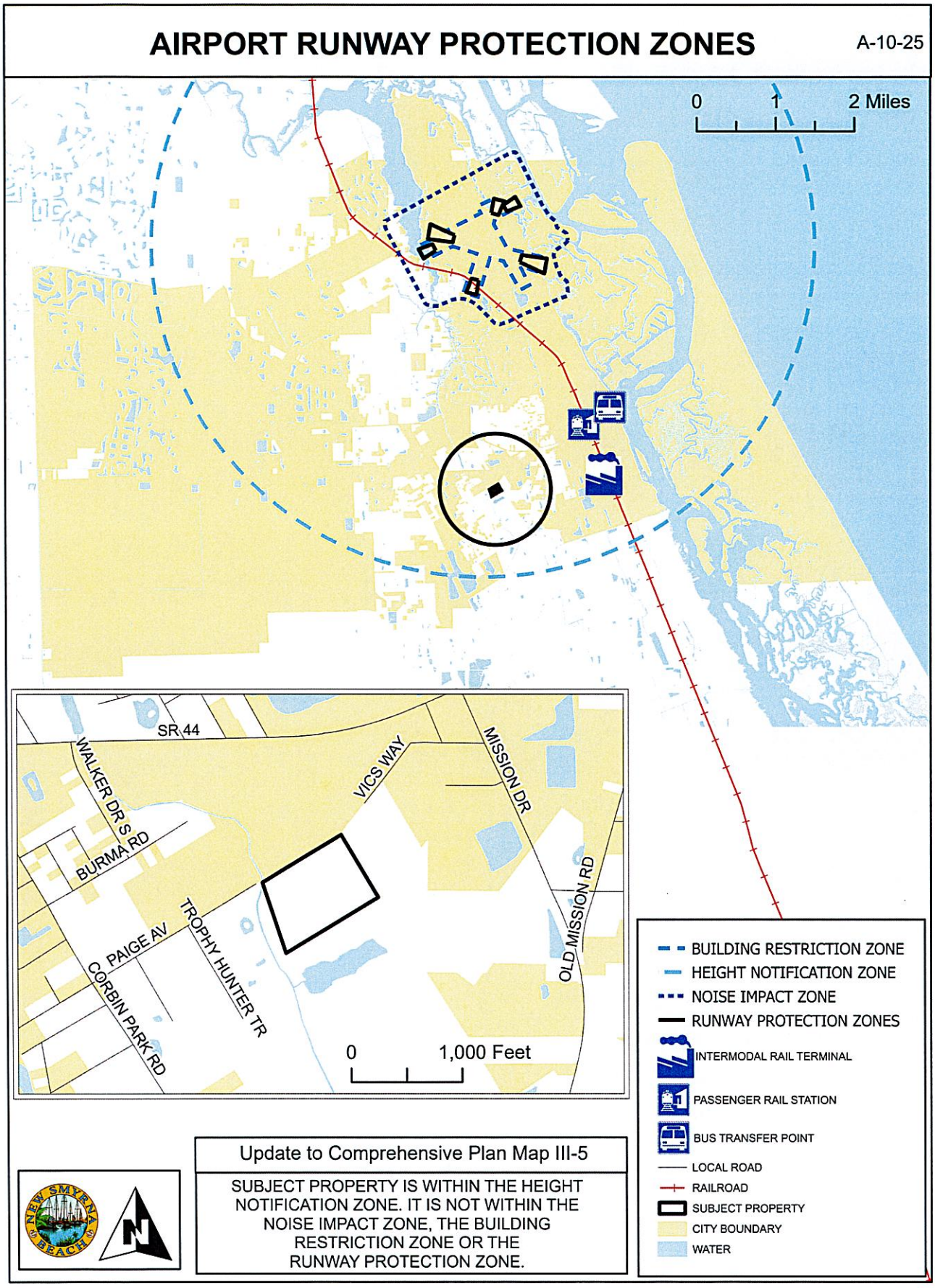
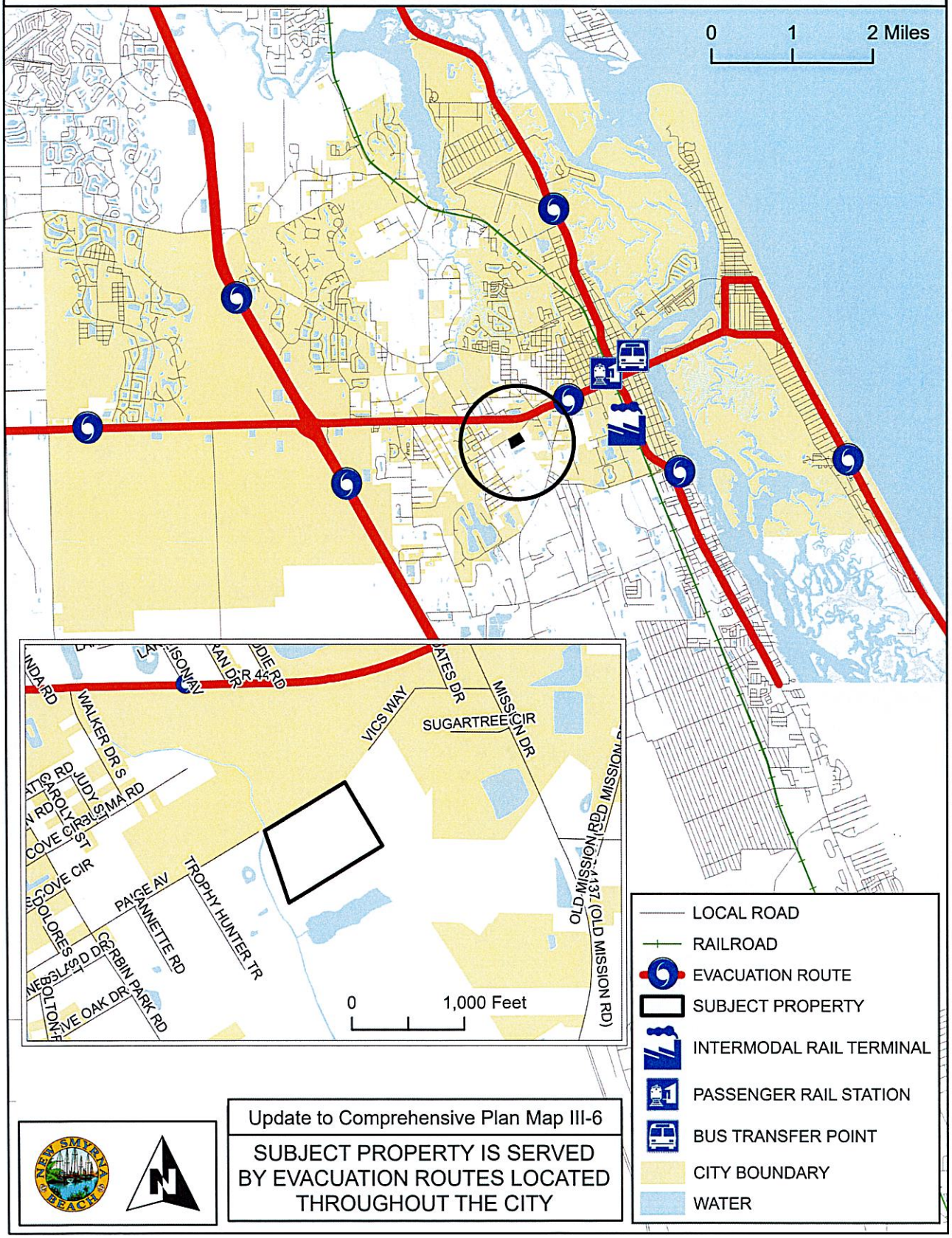

AIRPORT RUNWAY PROTECTION ZONES
A-10-25
0
1
2 Miles
SR 44
WALKER DR S
BURMA RD
VICS WAY
MISSION DR
OLD MISSION RD
PAIGE AV
TROPHY HUNTER TR
CORBIN PARK RD
0
1,000 Feet
BUILDING RESTRICTION ZONE
HEIGHT NOTIFICATION ZONE
NOISE IMPACT ZONE
RUNWAY PROTECTION ZONES
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-5
SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

EXHIBIT "J"

EVACUATION ROUTES

A-10-25



Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

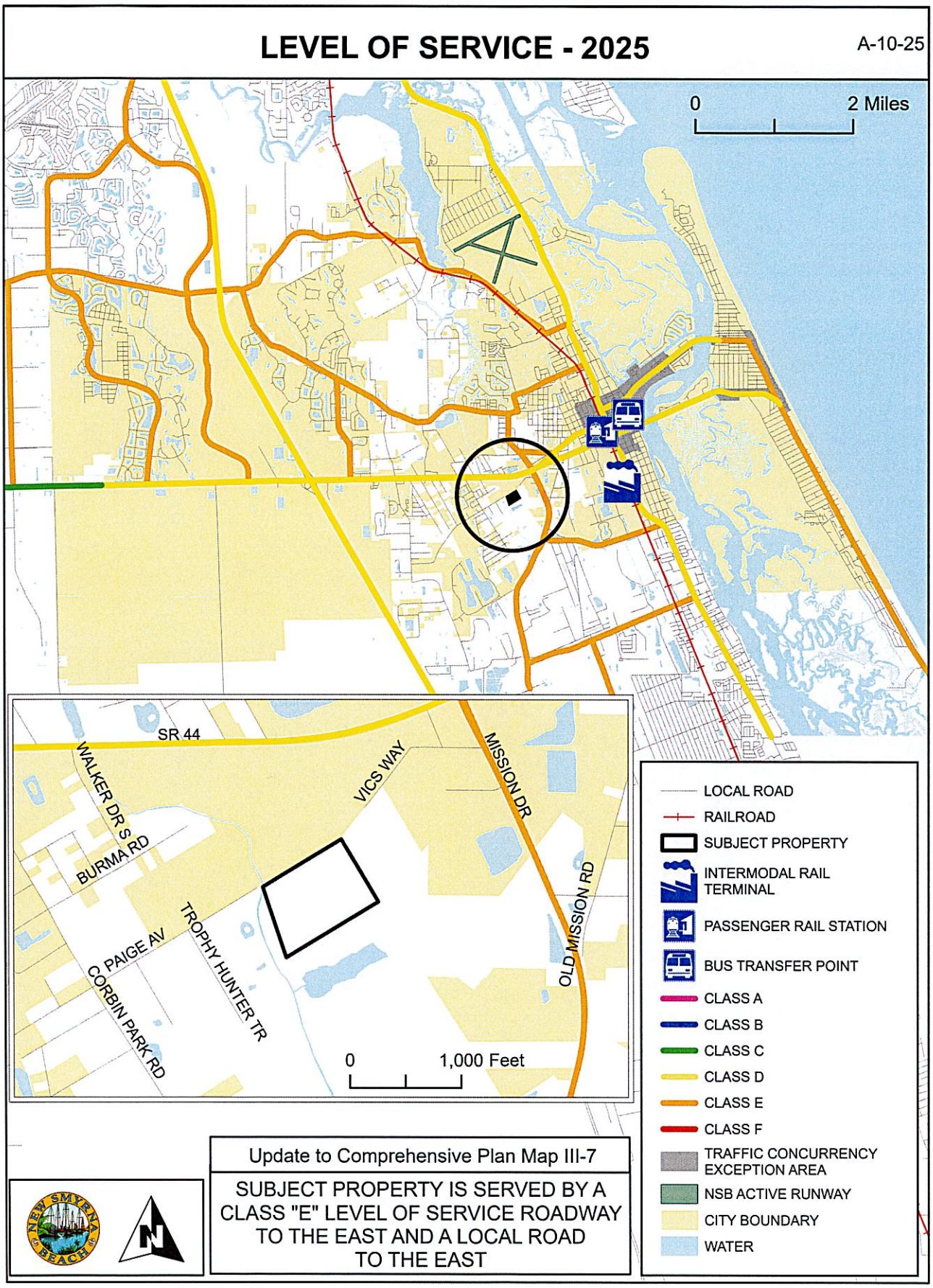

LEVEL OF SERVICE - 2025
A-10-25
0
2 Miles
A
SR 44
WALKER DR S
BURMA RD
VICS WAY
MISSION DR
OLD MISSION RD
PAIGE AV
CORBIN PARK RD
TROPHY HUNTER TR
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-7
SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE EAST AND A LOCAL ROAD TO THE EAST

EXHIBIT "L"

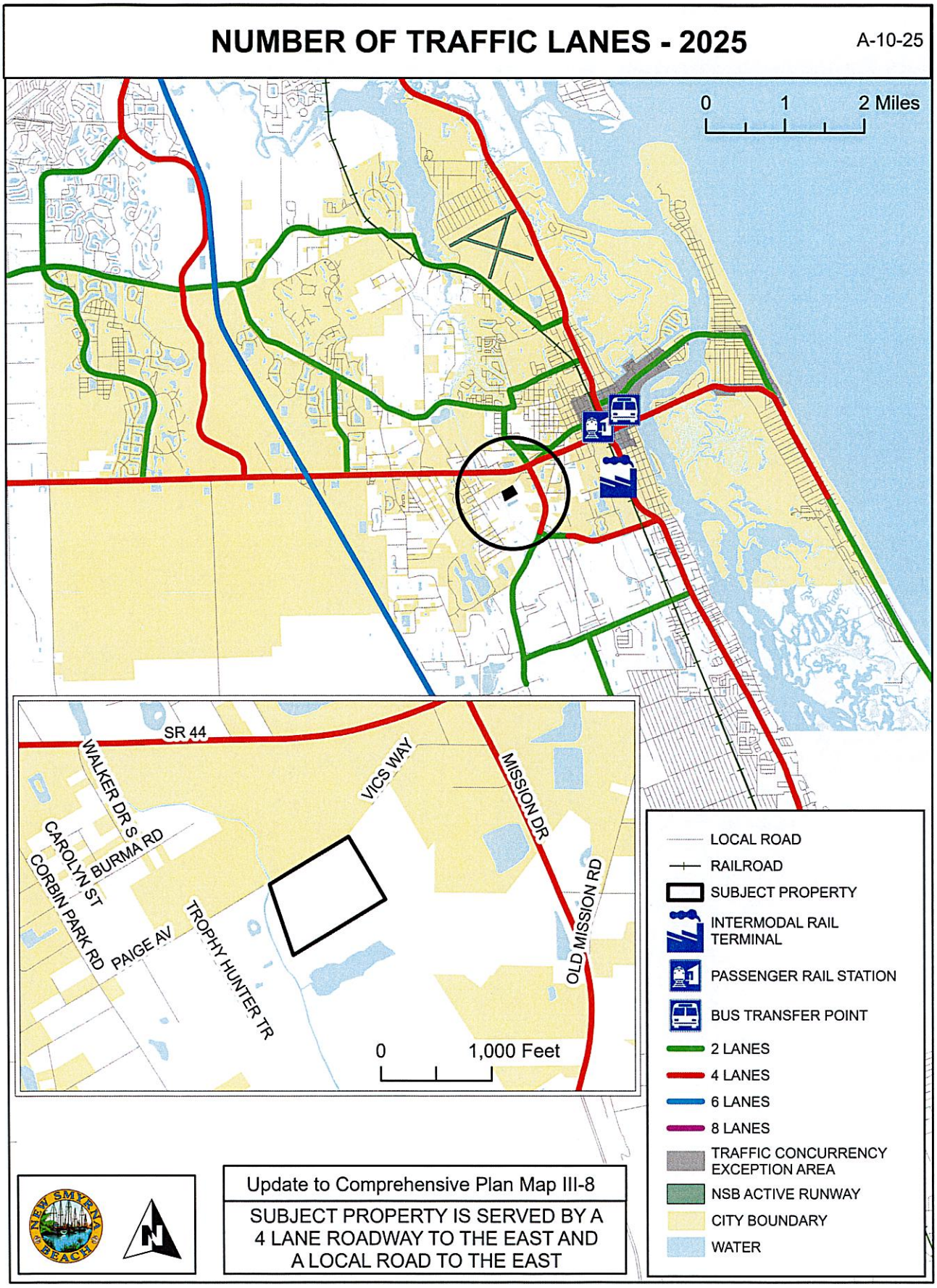
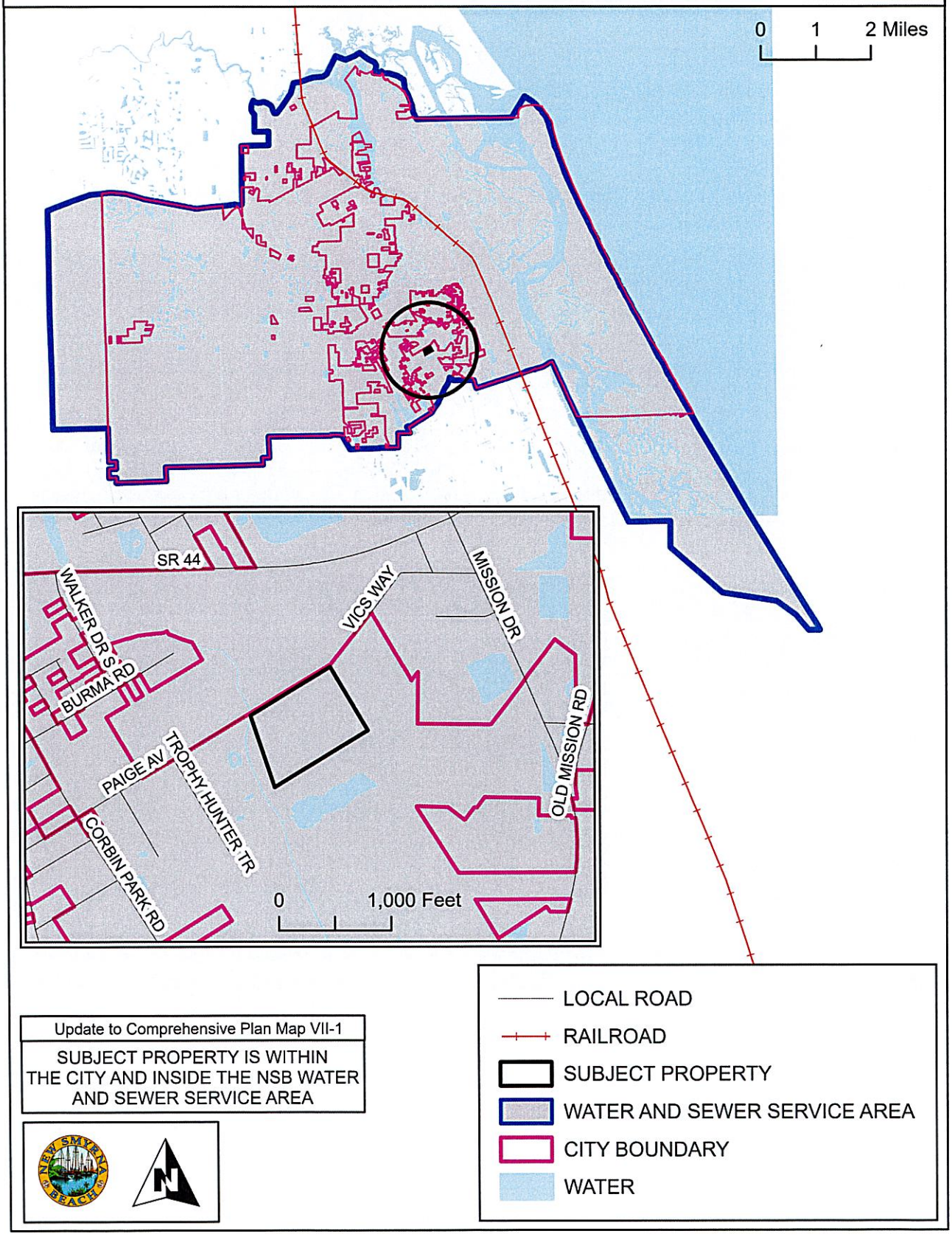

NUMBER OF TRAFFIC LANES - 2025
A-10-25
0 1 2 Miles
SR 44
WALKER DR S
BURMA RD
CAROLYN ST
CORBIN PARK RD
PAIGE AV
TROPHY HUNTER TR
VICS WAY
MISSION DR
OLD MISSION RD
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE EAST AND A LOCAL ROAD TO THE EAST

EXHIBIT "M"

WATER AND SEWER SERVICE AREA

A-10-25

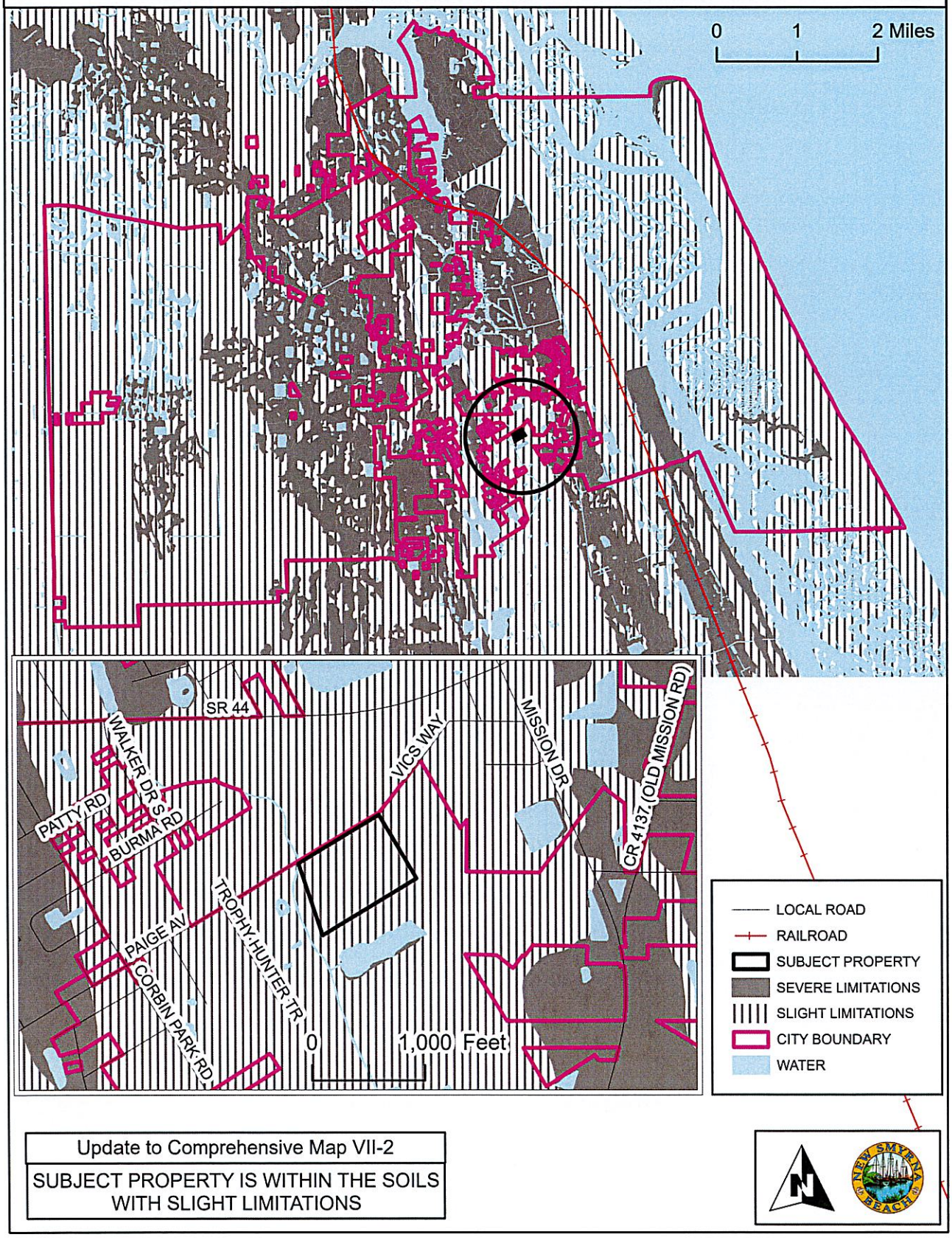


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-10-25



Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

EXHIBIT "O"

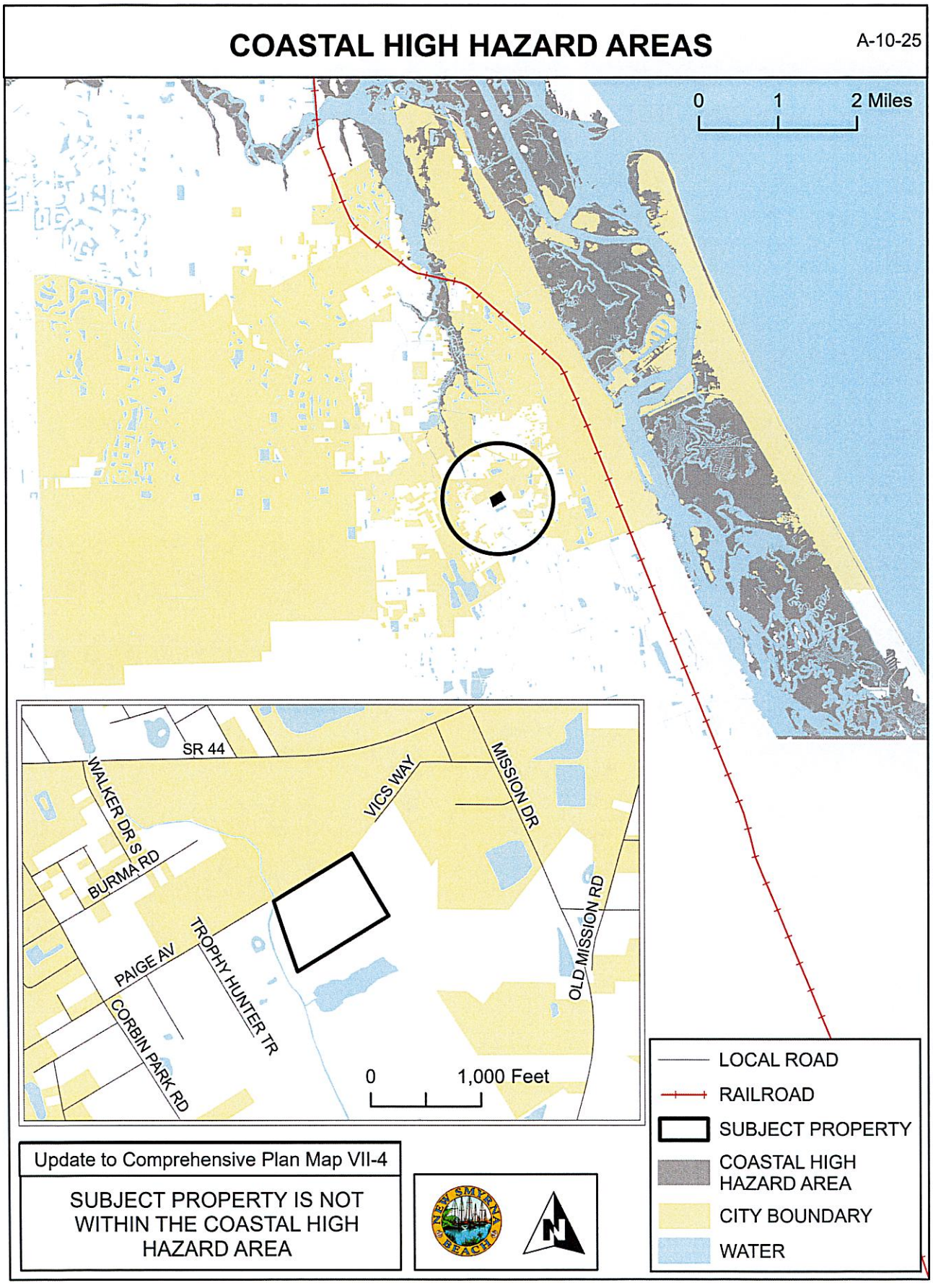

COASTAL HIGH HAZARD AREAS
A-10-25
0 1 2 Miles
SR 44
WALKER DR S
BURMA RD
VICS WAY
MISSION DR
OLD MISSION RD
PAIGE AV
TROPHY HUNTER TR
CORBIN PARK RD
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
NEW SMYRNA BEACH
N

EXHIBIT "P"

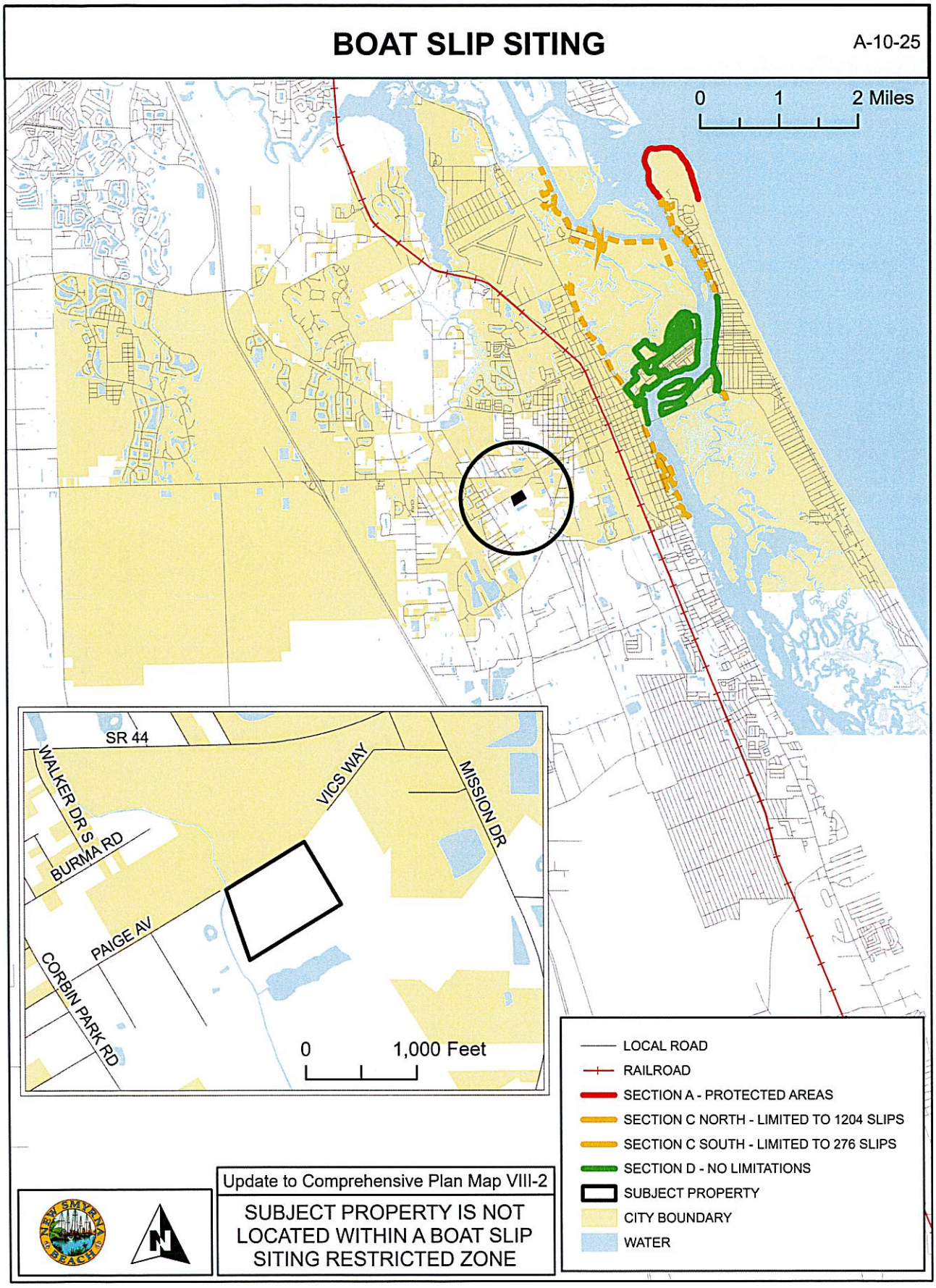
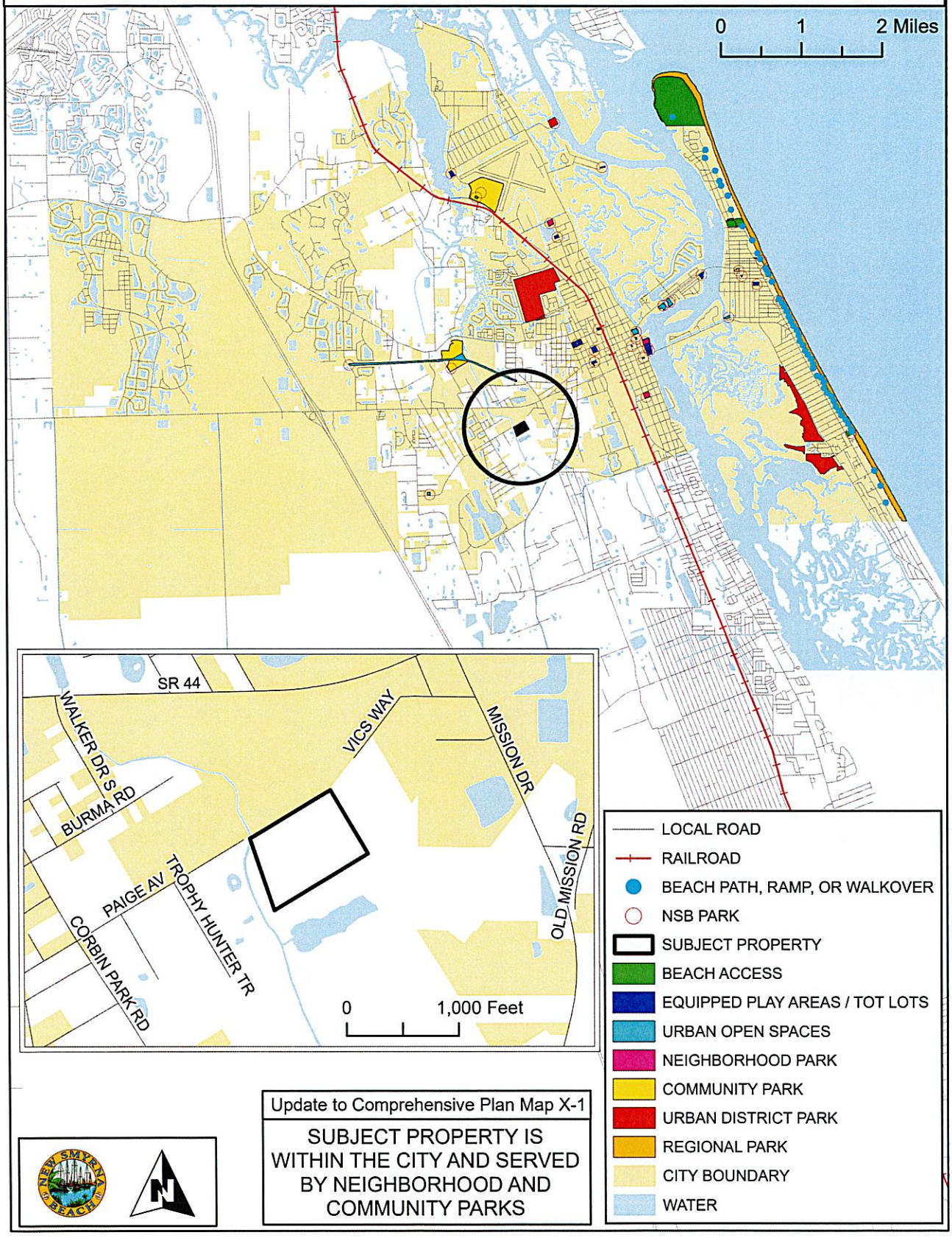

BOAT SLIP SITING
A-10-25
0 1 2 Miles
SR 44
WALKER DR S
BURMA RD
VICS WAY
MISSION DR
PAIGE AV
CORBIN PARK RD
0 1,000 Feet
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"

CITY PARKS

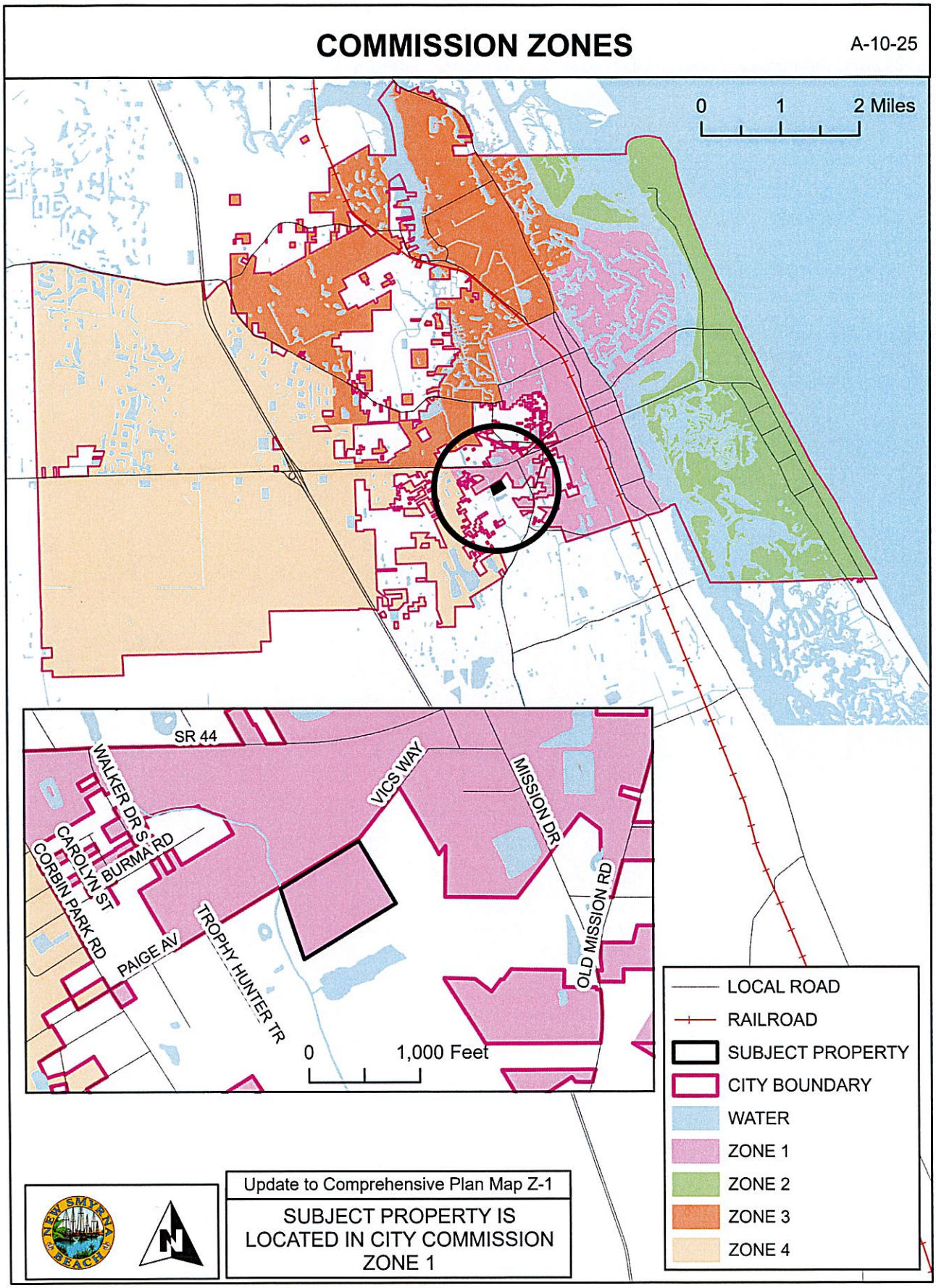
A-10-25



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-10-25
0
1
2 Miles
SR 44
WALKER DR S
VICS WAY
MISSION DR
CAROLYN ST
BURMA RD
CORBIN PARK RD
PAIGE AV
TROPHY HUNTER TR
OLD MISSION RD
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 04-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED AT A SECOND READING AND PUBLIC HEARING, WOULD REZONE APPROXIMATELY 15.2 + ACRES OF LAND TO CONSERVATION ON PROPERTY LOCATED ON PAIGE AVENUE AS PART OF AN OVERALL ANNEXATION APPLICATION. (0880)

January 13, 2026

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florid 32168

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168

Request: Rezoning:

- **From:** Volusia County zoning designations of RC, Resource Corridor and R-4, Urban Single Family Residential with a "A" attached for Airport Height Notification Zone.
- **To:** City zoning designation of Conservation with a "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 15.2 ± acres
- **Location:** South side of Paige Avenue, east of Trophy Hunter Trail.

Tax I.D. Number: 7343-06-00-0880

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City of new Smyrna Beach, was also approved by the County on May 2, 2013. A new updated

agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Paige Avenue is currently vacant. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County zoning designations of the subject property are shown on the following map as **Exhibit C**. The text description of the existing Future Land Use categories for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County designations. The existing County FLU categories are Environmental Systems Corridor and Urban Medium Intensity. The existing County zoning designations are Resource Corridor and R-4, Urban Single Family Residential. The proposed City FLU category is Conservation. The proposed City zoning designation is Conservation. A text description of the proposed City Conservation zoning designation, and a map of the proposed changes are attached as **Exhibits F** and **G**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, stormwater management, and public-school facilities. Because the subject property is undeveloped, and because no new improvements are proposed, staff did not prepare a concurrency analysis table for this case.

The ISBA map is attached as **Exhibit H**. The legal description and Warranty Deed are attached as **Exhibits I** and **J**.

Recommendations:

At its regular scheduled meeting on December 1, 2025, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested rezoning designation to City Conservation with an “A” attached for Airport Height Notification Zone for property located on Paige Avenue as part of an overall annexation application.

The planning Department also recommends the City Commission to **approve** the requested rezoning designation to City Conservation with an “A” attached for Airport Height Notification Zone for property located on Paige Avenue as part of an overall

annexation application.

Fiscal Analysis:
N/A

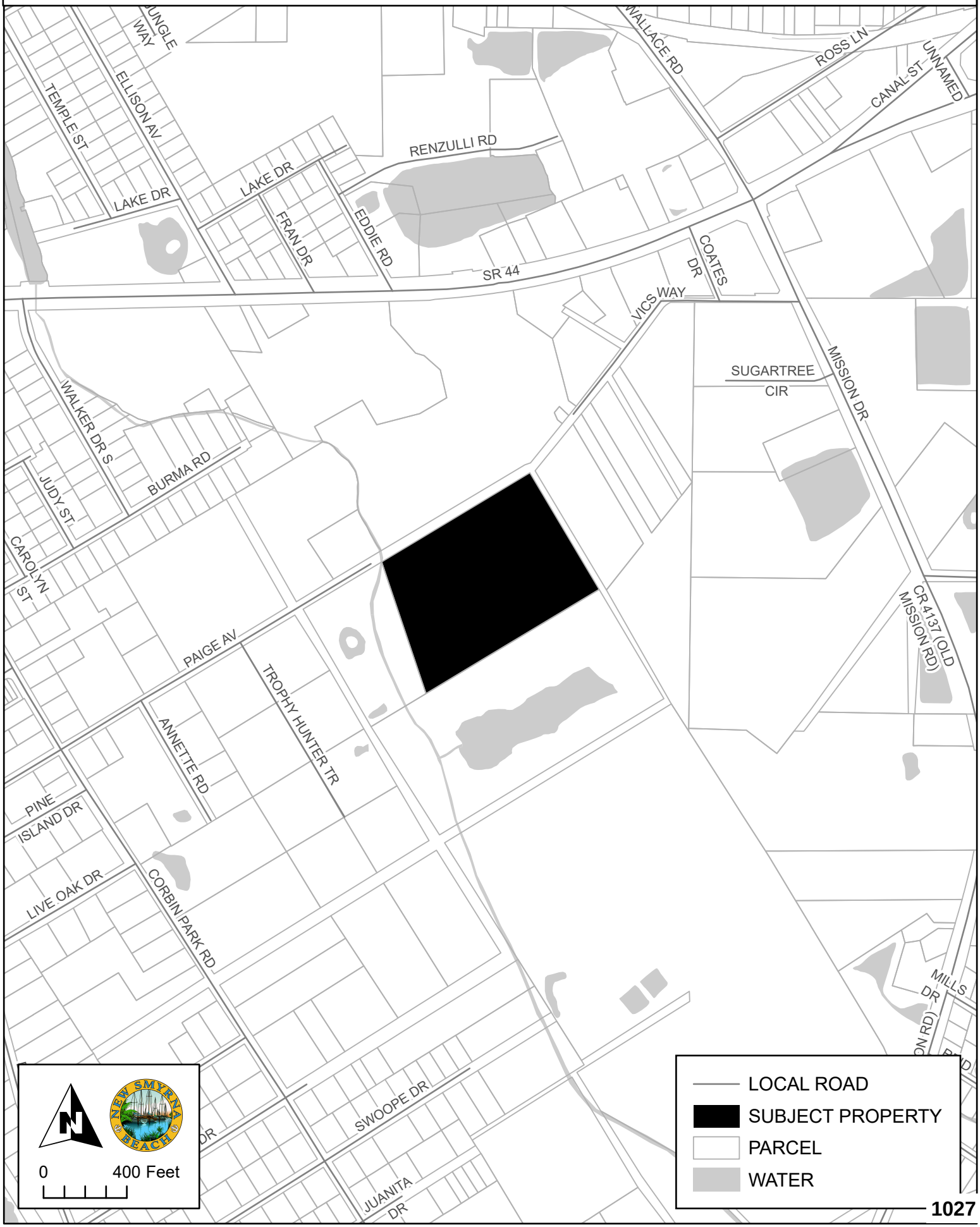
Strategic Plan Item:
Yes

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D Existing County Zoning Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F Proposed City Conservation Zoning Text.pdf
Exhibit G Proposed Zoning Map.pdf
Exhibit H Interlocal Service Boundary Agreement Map.pdf
Exhibit I Legal Description.pdf
Exhibit J Warranty Deed.pdf
Business Impact Estimate - Ord 04-26 Paige Ave.pdf
Ord 04-26 Rezoning Paige Ave.pdf

A-10-25: PAIGE AVENUE
PARCEL: 7343-06-00-0880 LOCATION MAP

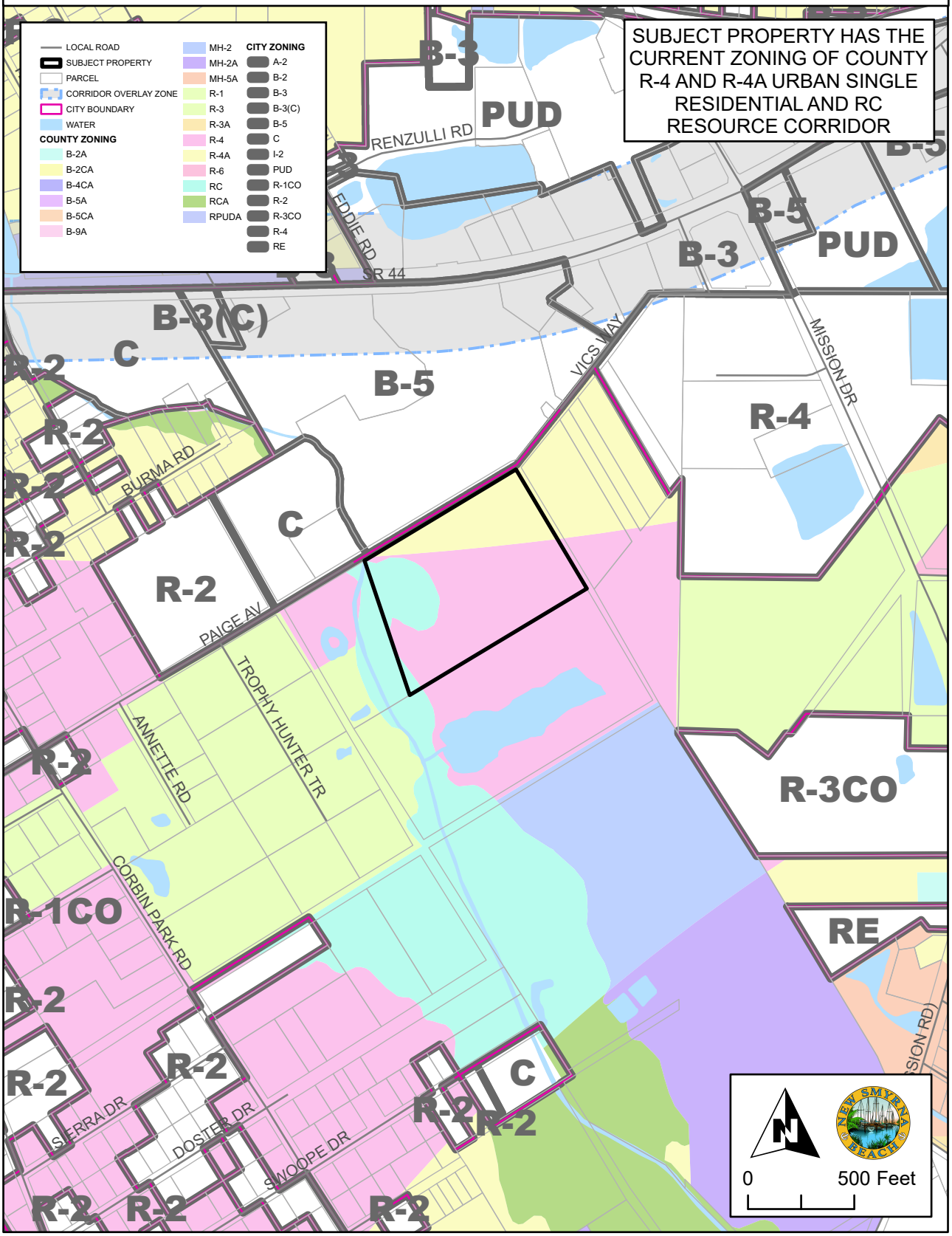


A-10-25: PAIGE AVENUE
PARCEL: 7343-06-00-0880 AERIAL MAP



EXISTING ZONING

A-10-25



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-based business (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 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.

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.

RC RESOURCE CORRIDOR CLASSIFICATION

Purpose and intent: The purpose and intent of the RC Resource Corridor Classification is to provide protected, natural corridors consisting of environmentally sensitive and ecologically significant lands which connect to other protected areas such as parks and water bodies. The corridor shall provide a contiguous hydroecological pathway, where the wetlands and uplands are integrated and conducive to the maintenance and perpetuation of the system.

Permitted principal uses and structures: In the RC Resource Corridor Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Apiaries; provided, however, that the RC classified area does not comprise part of a lot classified for residential, commercial or industrial use.

Aquatic preserves (state or federal designated).

Aviaries; provided, however, that the RC classified area does not comprise part of a lot classified for residential, commercial or industrial use.

Docks in accordance with section 72-278.

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 3 of the Land Development Code of Volusia County [article III] and/or final plan review procedures of this article.

Fire stations.

Fishing, hunting and wildlife management areas.

Historical or archeological sites.

Hobby breeder.

Home-based business (refer to section 72-283).

Pasture for the grazing, boarding or raising of livestock, subject to the maximum lot coverage requirements below.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Silvicultural operations, which follow the most up to date state-prescribed best management practices.

Single-family standard, modular or mobile home dwelling.

Worm raising, provided, however, that the RC classified area does not comprise part of a lot classified for residential, commercial or industrial use.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Animal shelters.

Communication towers exceeding 70 feet in height above ground level.

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).

Except for those permitted principal uses and special exceptions listed hereunder, all agricultural pursuits, including the processing, packaging, storage and sale of agriculture products which are raised on the premises; provided however, that the total land area devoted to agricultural uses, including improved pasture, does not exceed 20 percent of the total lot area zoned RC and further provided that the RC classified area does not comprise part of a lot classified for residential commercial or industrial use.

Hunting camps.

Kennels.

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to section 72-293(1)).

Riding stables.

Dimensional requirements for lots, parcels and tracts of land zoned in its entirety as resource corridor.

Minimum lot sizes:

Area: 25 acres.

Width: 150 feet.

Minimum yard size:

Front yard: 50 feet.

Rear yard: 50 feet.

Side yard: 50 feet.

Waterfront yard: 75 feet.

Maximum building height: 45 feet.

Maximum lot clearance and coverage: Lot clearance can not exceed 20 percent. The area covered with principal and accessory buildings shall not exceed ten percent.

Minimum floor area: 750 square feet.

Dimensional requirements for lots, parcels or other tracts of land which are zoned a mixture of RC and another zone classification: In instances where Resource Corridor boundaries split existing lots parcels or tracts of land, the subject property may be subdivided into lots meeting the minimum lot area and width requirements of the zoning classification of the property not classified as Resource Corridor, providing that Resource Corridor classified lands are not counted as meeting part of the minimum lot area or lot width requirements of the other zone classification. In such instances, there shall be no minimum area or width requirements for the portion of the lot classified as RC. Development of lots classified as a mixture of RC and another zone classification shall be subject to the provisions of subsection 72-136(10) of this article.

Minimum lot size:

Area: No minimum for the portion of the lot classified as RC, providing that the minimum area requirement for the portion of the lot classified other than RC is met.

Width: No minimum for the portion of the lot classified as RC, providing that the minimum with requirement for the portion of the lot classified other than RC is met.

Minimum yard sizes: As provided for under subsection 72-136(10) of this article.

Maximum building height: 45 feet.

Maximum lot coverage: Lot clearance on the portion of the lot classified as RC cannot exceed 20 percent, and no more than ten percent of the portion of the lot classified as RC may be covered with principal and accessory buildings. The portion of the lot classified other than RC shall be subject to the maximum lot coverage requirements of that zone classification.

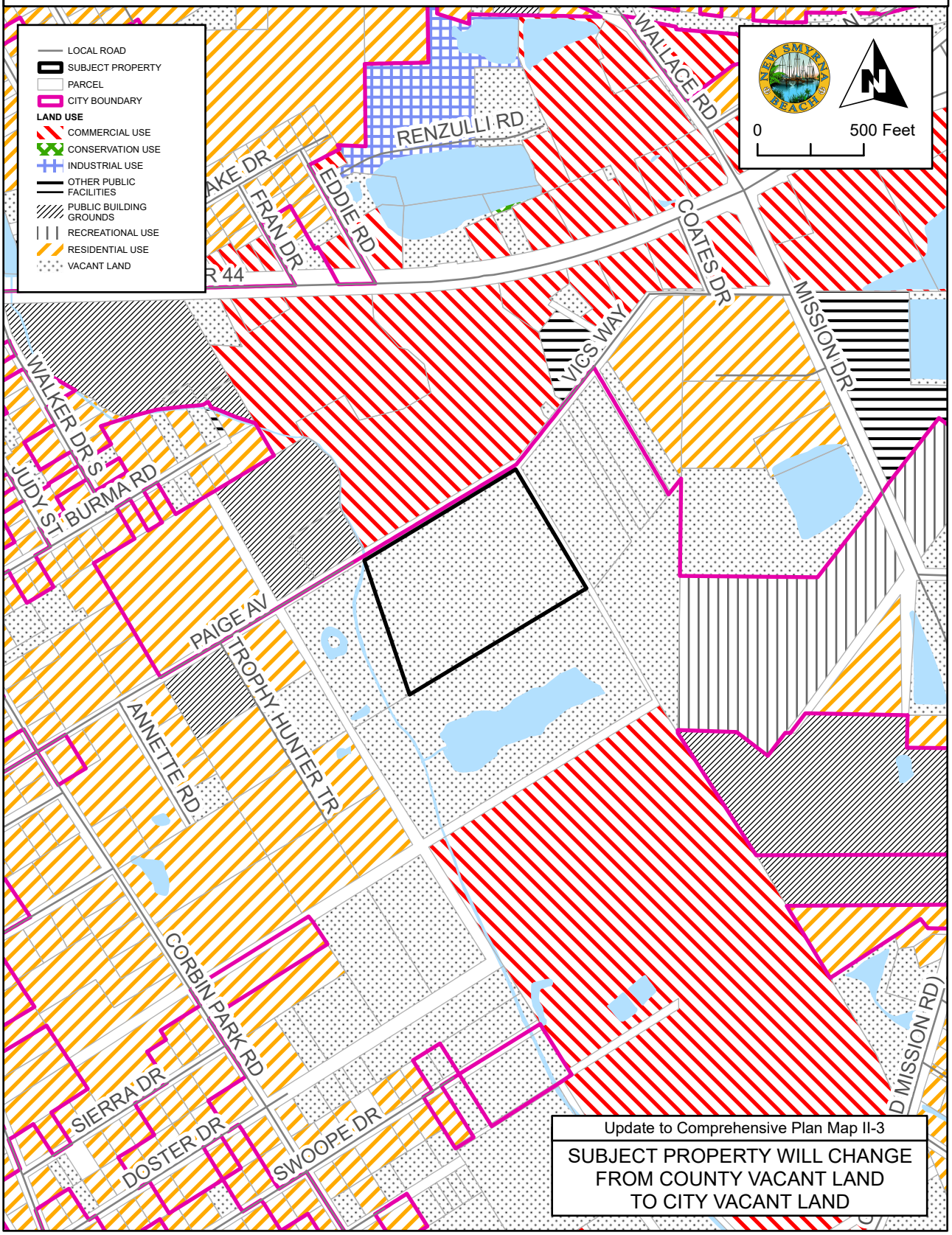
Minimum floor area: As required for the portion of the lot not classified as RC.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

Skirting requirements for mobile home dwelling: The area between the ground and floor of the mobile home dwelling shall be enclosed with skirting.

EXISTING LAND USE DESIGNATIONS

A-10-25



C, CONSERVATION DISTRICT

Intent. The C, Conservation District, is designed to:

(1) Protect persons and private property from the hazards of flood water inundation and to protect the community from costs which are incurred when urban development occurs in flood plains; and
(2) Conserve important natural and historic resources for ecological purposes and for the enjoyment and education of future residents.

Permitted uses.

Fishing and picnicking
Nature trails and exhibits
Park ranger residence, State of Florida or Volusia County. The structure may be occupied by only one State of Florida or Volusia County Park Ranger and his family. Said ranger must be a state certified law enforcement officer. The structure shall be built in accordance with the requirements of the R-2, Single-Family Residential District in this LDR.
Public and private parks
Public utility lines and utility facilities
Silvicultural operations which follow state-prescribed best management practices

Permitted accessory uses.

Incidental uses
Recreation facilities related to the permitted uses

Special exceptions.

Fishing, hunting or nonprofit organizations camps
Riding stables

Dimensional requirements.

Minimum lot size.
Area: 20,000 square feet
Depth: 200 feet
Width: 100 feet
Minimum yard size.
Front yard: 40 feet, or as required per [sub]section 504.01M. of this LDR
Rear yard: 30 feet
Side yard: Ten feet

Minimum setback from wetlands.
Any jurisdictional wetland line: 25 feet towards upland

Maximum building coverage. The total area covered with buildings on any lot shall not exceed 30 percent of the total lot area.

Maximum impervious coverage. The total area covered with impervious materials on any lot shall not exceed 35 percent of the total lot area.

Maximum principal building height. 35 feet above finished grade.

Landscaping. Landscaped buffer area(s) as defined in this LDR shall be required at property lines as follows:

(1) All front property lines; and
(2) Along side or rear lot line abutting a residentially zoned lot.

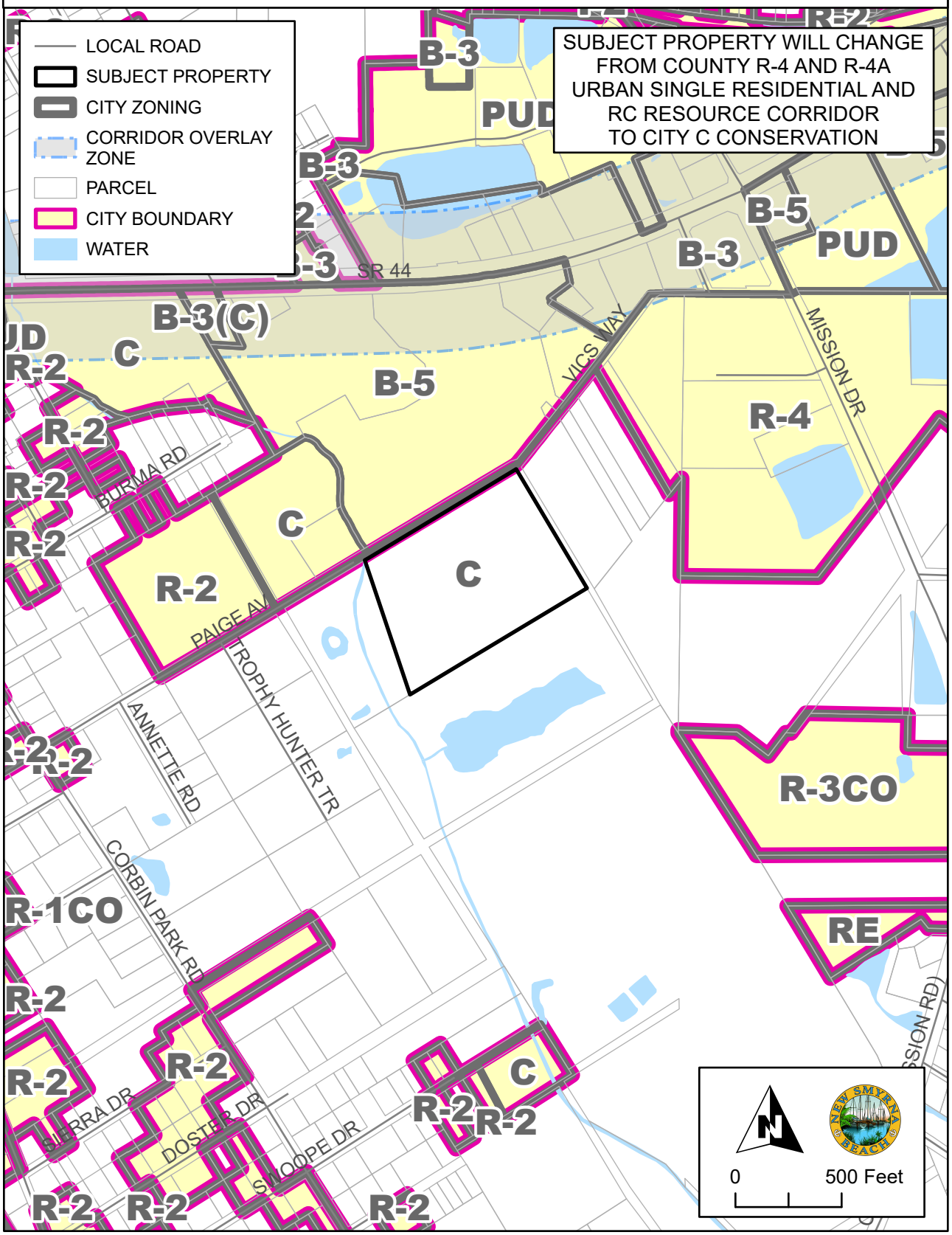
Visibility at intersections. Visibility at intersections shall be provided as required in this LDR.

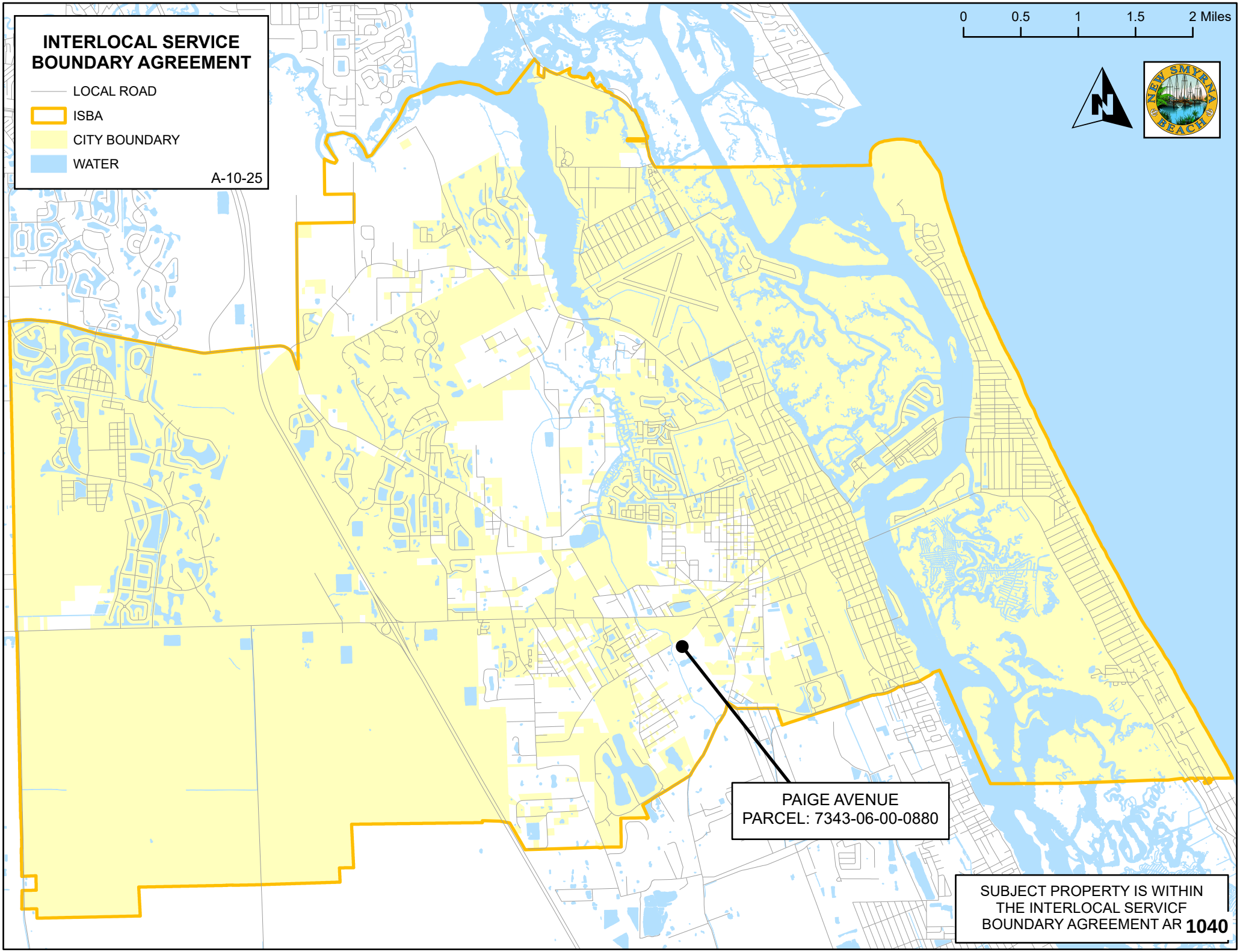
Off-street parking. Off-street parking shall be provided as required in this LDR.

Building projections. There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than five feet to a property line; and those structures allowed in [sub]section 804.03.

PROPOSED ZONING

A-10-25




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-10-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PAIGE AVENUE
PARCEL: 7343-06-00-0880
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1040

LEGAL DESCRIPTION

Address:
Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0880

AltKey Number:
3732791

Metes and Bounds by Professional Title Agency

PART OF LOT 88 LYING EASTERLY OF CENTER LINE OF EXISTING DRAINAGE DITCH, AND LOT 89, DOUGHERTY'S SUBDIVISION OF THE THOMAS NAPIER GRANT AND THE NORTH 1/3 OF THE AMBROSE HULL GRANT IN TOWNSHIP 17 SOUTH, RANGE 33 EAST, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Prepared by and Return To:
Teresa Prompovitch
Professional Title Agency, a division of LandCastle Title Group, LLC
313 Julia Street
New Smyrna Beach, FL 32168

Order No.: N[redacted]

APN/Parcel ID(s): 734306000880
734306000881

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this September 11, 2025 by Blossom Development Inc, a Texas Corporation having its principal place of business at 1215 Gessner Rd, Houston, TX 77055, hereinafter called the grantor, and City of New Smyrna Beacha municipal corporation, a corporation existing under athe laws of the State of Florida whose post office address is 210 Sams Avenue, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Volusia, State of Florida, viz:

Parcel 1:

Part of Lot 88 lying Easterly of center line of existing drainage ditch, and Lot 89, Daugherty's Subdivision of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant, in Township 17 South, Range 33 East, according to map or plat thereof as recorded in Plat Book M, Page 688, Public Records of Volusia County, Florida.

Parcel 2:

That part of Lot 88 lying Westerly of the center line of existing drainage ditch, all being in Daugherty's Subdivision of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant, in Township 17 South, Range 33 East, according to map or plat thereof as recorded in Plat Book M, Page 688, Public Records of Volusia County, Florida.

Subject to encumbrances, easements and restrictions of record and taxes accruing subsequently to 2024.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

SPECIAL WARRANTY DEED
(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Teresa A. Prompovitch
Print Name

Address: 313 Julia Street
New Smyrna Beach, FL 32168

Witness Signature

Linda Roussey
Print Name

Address: 313 Julia St.
NSB FL 32168

Blossom Development Inc, a Texas Corporation

BY: _____
Dan Silvestri
President

Address: 1215 Gessner Rd
Houston, TX 77055

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 8th day of September, 2025, by Dan Silvestri, President of Blossom Development Inc, A Texas Corporation, to me known to be the person(s) described in or who has/have produced Drivers License as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

NOTARY PUBLIC
My Commission Expires:

TERESA A. PROMPOVITCH
Notary Public - State of Florida
Commission # HH 221861
My Comm. Expires Mar 21, 2026
Bonded through National Notary Assn.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 04-26 Rezoning Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ordinance No. 04-26 rezones the land annexed by Ordinance No. 02-26 to conservation zoning.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

None.

ORDINANCE NO. 04-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 15.2± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PAIGE AVENUE, EAST OF TROPHY HUNTER TRAIL, FROM VOLUSIA COUNTY *RC, RESOURCE CORRIDOR AND R-4 A, URBAN SINGLE-FAMILY RESIDENTIAL AIRPORT OVERLAY* TO CITY *C A, CONSERVATION AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 15.2± acres of property generally located south of Paige Avenue, east of Trophy Hunter Trail, from Volusia County *RC, Resource Corridor* and *R-4 A, Urban Single-Family Residential Airport Overlay* to City *C A, Conservation Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on December 1, 2025, 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 15.2± acres of property generally located south of Paige Avenue, east of Trophy Hunter Trail, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7343-06-00-0880
Paige Avenue

PART OF LOT 88 LYING EASTERLY OF CENTER LINE OF EXISTING DRAINAGE DITCH, AND LOT 89, DOUGHERTY'S SUBDIVISION OF THE THOMAS NAPIER GRANT AND THE NORTH 1/3 OF THE AMBROSE HULL GRANT IN TOWNSHIP 17 SOUTH, RANGE 33 EAST, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

shall be and the same is hereby rezoned from Volusia *RC, Resource Corridor* and *R-4 A, Urban Single-Family Residential Airport Overlay* to City *C A, Conservation Airport Overlay* zoning district.

SECTION 2: ***Quasi-Judicial Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on January 27, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date***. That this ordinance shall become effective THIRTY ONE (31) days following adoption of Ordinance No. 03-26, the Small Scale Comprehensive Plan Amendment for the subject property, by the City Commission unless a challenge is filed to said ordinance under §163.3187, F.S. In the event that Ordinance No. 03-26, the Small Scale Comprehensive Plan Amendment, is challenged this ordinance shall become effective upon the state land planning agency or the Administration Commission, respectively, issuing a final order determining that the adopted small scale development amendment is in compliance.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 1/6/2026

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 05-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED AT A SECOND READING AND PUBLIC HEARING, WOULD ANNEX APPROXIMATELY 0.22 ± ACRES OF LAND LOCATED ON OLIVER DRIVE.

January 13, 2026

Background:

Applicant and Property Owners: Kyle and Rachel Troian, 579 Palm Drive, New Smyrna Beach, Florida 32168.

Request: Voluntary annexation:

- **From:** Un-incorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 0.22 ± acres.
- **Location:** West side of Oliver Drive, north of Lydia Way.

Tax I.D. Number: 7323-04-00-0070

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City of New Smyrna Beach, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Oliver Drive is undeveloped. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C**.

The established City Commission policy is that when properties are annexed into the City,

the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. The existing County FLU category is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential. The proposed City FLU category 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).** The parcel on Oliver Drive has an 8-inch PVC water line in the Oliver Drive right-of-way, but central sewer and reclaim services are not available.

A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Oliver Drive is undeveloped with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 4 is attached as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Warranty Deed are attached as **Exhibits H** and **I**.

Recommendations:

At its regular scheduled meeting on December 1, 2025, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested annexation application.

The Planning Department also recommends the City Commission to **approve** the requested annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
Yes

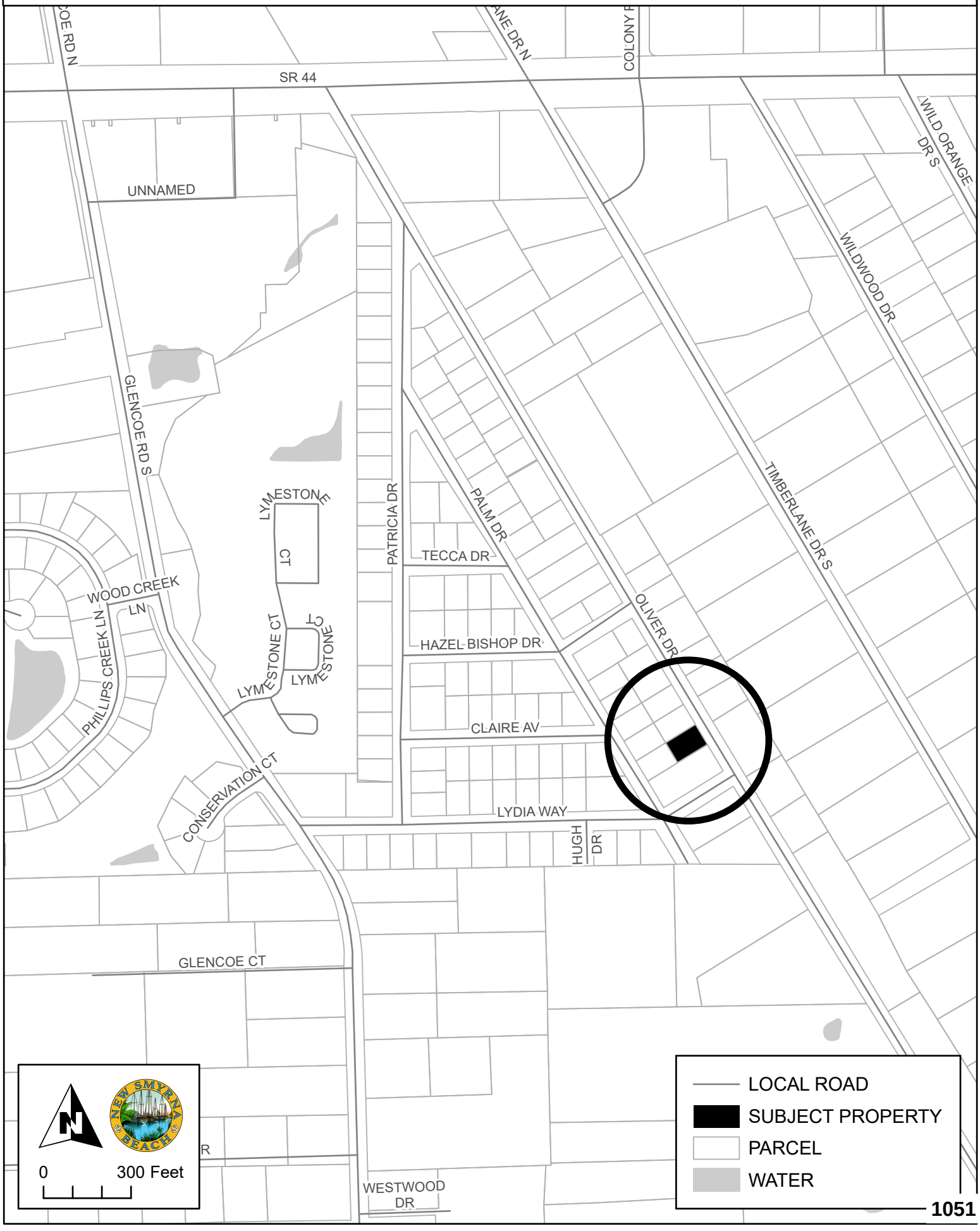
Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf

Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf
Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Warranty Deed.pdf
Business Impact Estimate - Ord 05-26 Oliver Dr.pdf
Ord 05-26 Annex Oliver Dr.pdf

A-13-25: OLIVER DRIVE
PARCEL: 7323-04-00-0070 LOCATION MAP

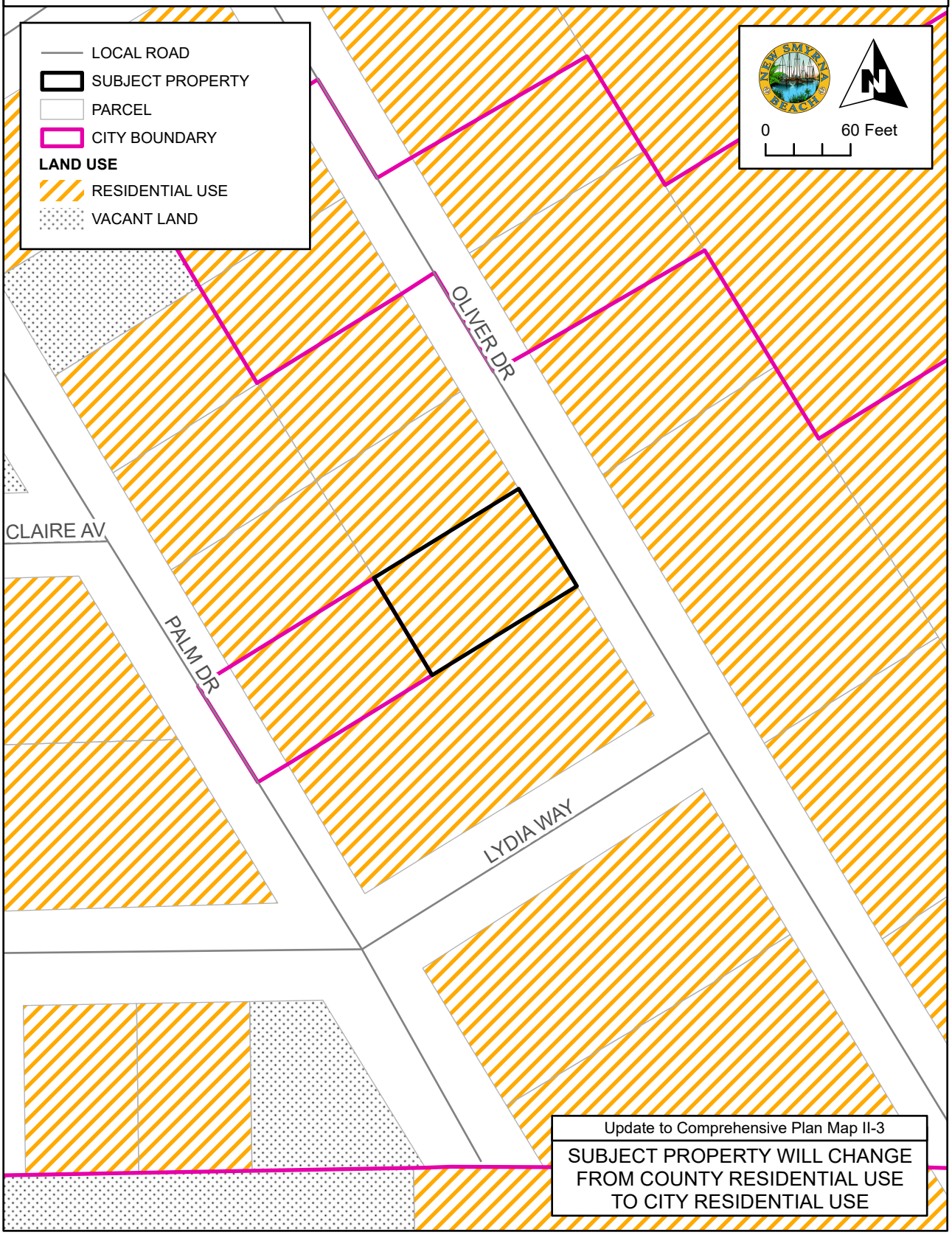


A-13-25: OLIVER DRIVE
PARCEL: 7323-04-00-0070 AERIAL MAP



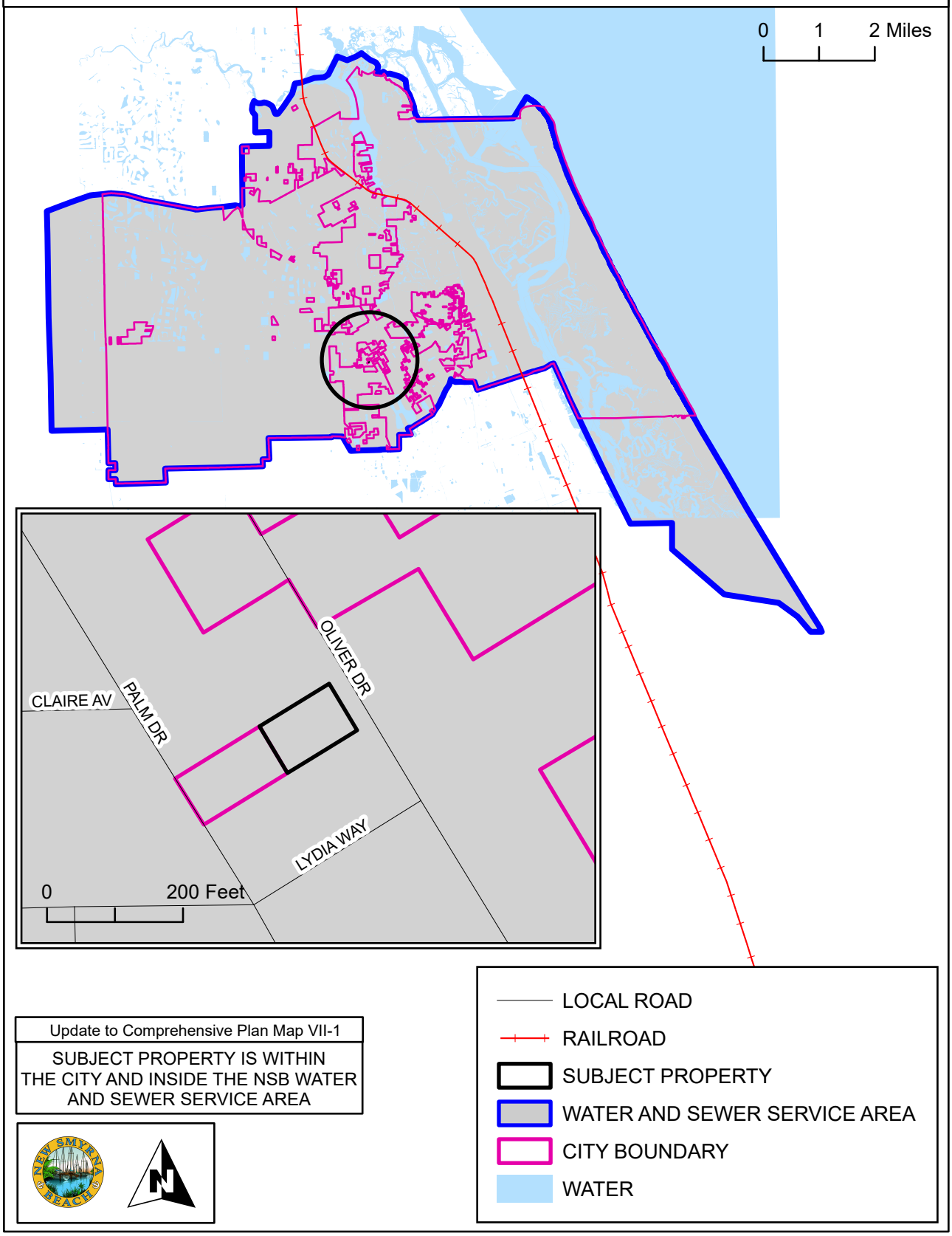
EXISTING LAND USE DESIGNATIONS

A-13-25



WATER AND SEWER SERVICE AREA

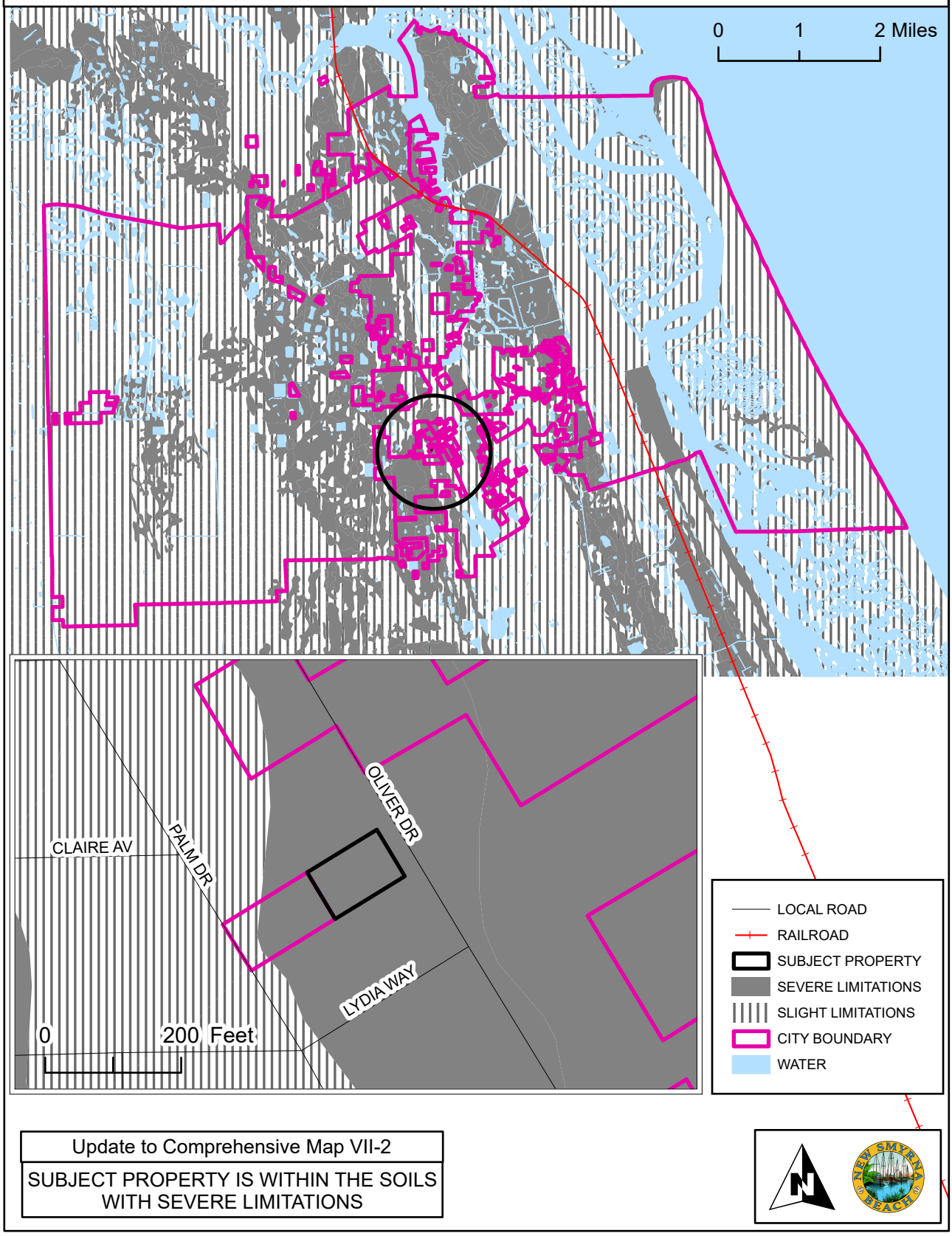
A-13-25



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-13-25

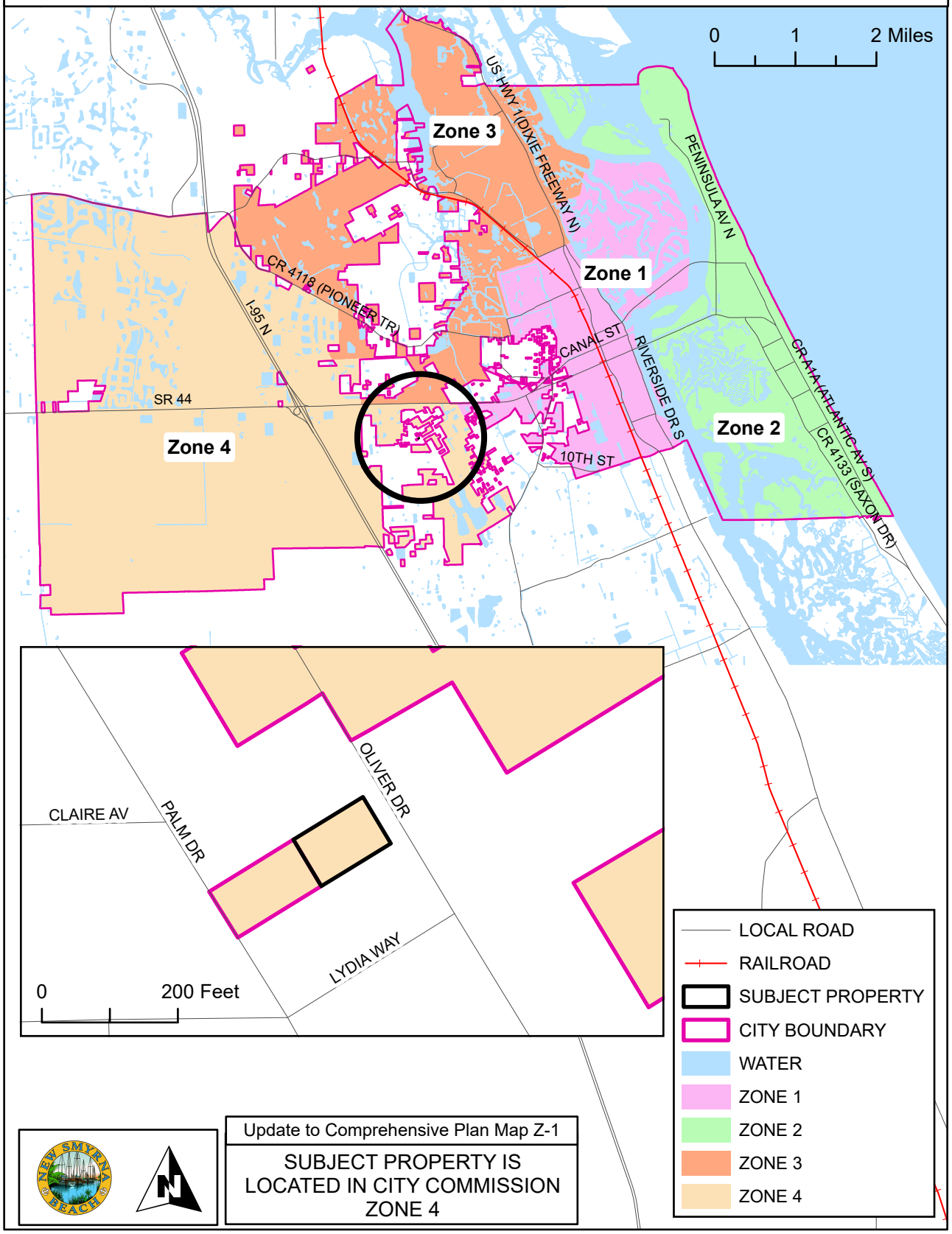


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

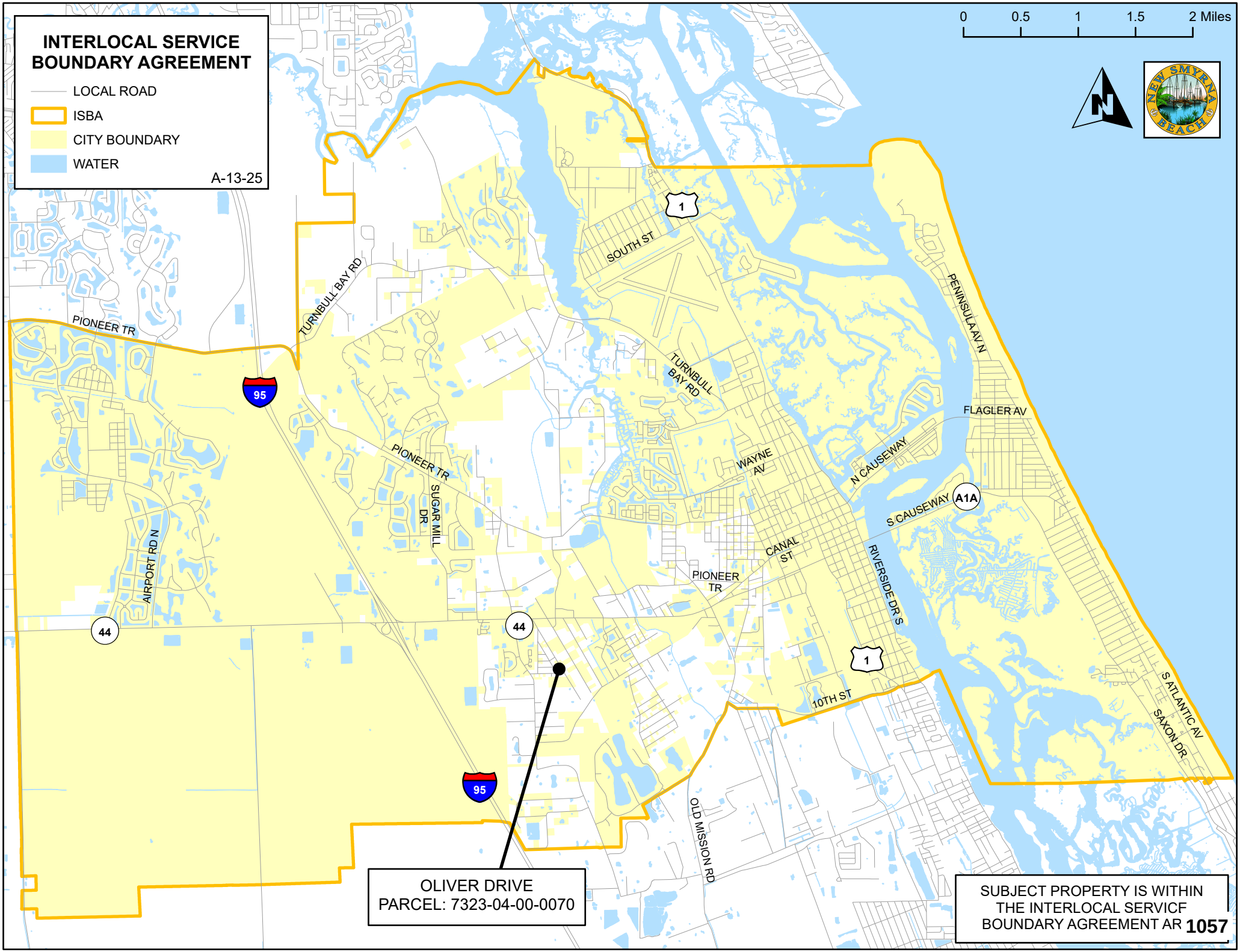
COMMISSION ZONES

A-13-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-13-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
OLIVER DRIVE
PARCEL: 7323-04-00-0070
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1057

LEGAL DESCRIPTION

Address:
Oliver Drive, New Smyrna Beach, Florida 32168

Parcel Number
7323-04-00-0070

AltKey Number:
8030439

Metes and Bounds by Kenneth Bohannon, Esq.

LOT 7, OLIVER ESTATES; ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGE 119, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

10/9/2025 10:36:41 AM Instrument #2025189500 #1 Book:8765 Page:398
Doc Stamps $560.00 Transfer Amt $80,000.00

Prepared by/ Return to:
Kenneth Bohannon, Esq.
221 N Causeway Ste A
New Smyrna Beach, FL 32169

(Space above this line reserved for recording office use only)

WARRANTY DEED

1. IDENTIFICATION OF GRANTOR

Grantor's name and address is: Robert Nelson Fahlstrom and Jesica Carol Fahlstrom, as husband and wife
594 Oliver Drive
New Smyrna Beach, FL 32168

The word "I" or "me" as hereafter used means the Grantor.

2. IDENTIFICATION OF GRANTEE

Grantee's name and address is: Rachel Troian and Kyle Trioan, as a married couple
579 Palm Drive
New Smyrna Beach, FL 32168

The word "you" as hereafter used means the Grantee.

3. MEANINGS OF TERMS

The terms "I," "me," "you," "grantor," and "grantee," shall be non-gender specific ((i) masculine, (ii) feminine, or (iii) neuter, such as corporations, partnerships or trusts), singular or plural, as the context permits or requires, and include heirs, personal representatives, successors or assigns where applicable and permitted.

4. DESCRIPTION OF REAL PROPERTY CONVEYED

Property hereby conveyed (the "Real Property") is described as follows:

Lot 7, Oliver Estates, according to the plat thereof as recorded in Plat Book 27, Page 119, of the Public Records of Volusia County, Florida.

The Property Appraiser's Parcel Identification Number is 732304000070.

5. Deed Restriction Language

This conveyance is expressly made subject to the following restrictions, which shall run with the

land and be binding upon the Grantee(s), their heirs, successors, and assigns for a period of eight (8) years from the date of this Deed, unless terminated earlier pursuant to the provisions herein:

a) **Use and Development.** The Property shall not be developed or used for residential or commercial purposes as a primary dwelling or place of business during the restricted period. Permitted improvements shall be limited to accessory structures customarily appurtenant to a single-family residence, consistent with applicable zoning regulations, including but not limited to fences, detached garages or sheds, and accessory dwelling units (ADUs).

b) **Transfer Restrictions.** The Grantee(s) shall not sell, convey, or otherwise transfer the Property as a separate parcel of land during the restricted period. The Property may only be conveyed in conjunction with the sale of the Grantee(s)' adjoining primary residence, and any such conveyance shall expressly incorporate these deed restrictions.

c) **Termination.** These restrictions shall automatically terminate upon the expiration of the eight (8) year restricted period or upon the sale or conveyance by the Grantor of Grantor's real property located at 594 Oliver Drive, New Smyrna Beach, FL 32168 (Volusia Parcel ID No. 732304000060) during the eight (8) year restricted period. These deed restrictions may be terminated at any time by the written agreement of the Grantee and the Grantor, or their respective successors in interest. .

6. CONSIDERATION

Good and valuable consideration plus the sum of Ten Dollars ($10.00) received by me from you.

7. CONVEYANCE OF REAL PROPERTY

For the consideration described in Paragraph 5, I have granted, bargained and sold to you the Real Property to have and to hold in fee simple (estate in property unlimited as to duration, disposition and descendability) forever.

8. WARRANTY

I fully warrant the title to the Real Property and will defend the same against the lawful claims of all persons whomsoever except for covenants, reservations, restrictions and easements of record, if any.

9. NOT HOMESTEAD

I represent and warrant that the Real Property is neither the homestead or residence of myself or a member of my family, nor is the Real Property adjacent to the homestead or residence of myself or a member of my family.

10. EXCEPTIONS

This conveyance is subject to taxes for year 2025 and subsequent years.
Executed on October 7, 2025.

10/07/2025 (Date)
Robert Nelson Fahlstrom
594 Oliver Drive
New Smyrna Beach, FL 32168

10/7/25 (Date)
Jesica Carol Fahlstrom
594 Oliver Drive
New Smyrna Beach, FL 32168

Signed in the presence of:

10/7/25 (Date)
Haley Basista
221 North Causeway, Suite A
New Smyrna Beach, FL 32169
Witness

Signed in the presence of:

10/7/25 (Date)
Brittany Carlisle
221 North Causeway, Suite A
New Smyrna Beach, FL 32169
Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 7 day of October, 2025, by Robert Nelson Fahlstrom and Jesica Carol Fahlstrom, who is personally known to me or has produced FL DL as identification.

BRITTANY CARLISLE
Commission # HH 634516
Expires February 2, 2029

Notary Public - State of Florida

/s/ Brittany Carlisle

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 05-26 Annexing Oliver Dr.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 05-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 0.22± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF OLIVER DRIVE, NORTH OF LYDIA WAY; 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, Rachel and Kyle Trioan, 579 Palm Drive, New Smyrna Beach, Florida 32168, applicants and property owners, have requested the annexation of 0.22± acres of property generally located on the west side of Oliver Drive, north of Lydia Way; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on December 1, 2025, by a vote of 7-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

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

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

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

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 4. New Smyrna Beach Charter, §3.07.

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

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on January 27, 2026 at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published once a week for two consecutive weeks and provided to the County Council by certified mail is deemed to comply with Section 171.044, F.S.

SECTION 5: ***Filing.*** That within SEVEN (7) days after adoption, this ordinance shall be filed by the City Clerk with the Clerk of the Circuit Court, the County Manager and the Florida Department of State. The City Clerk shall file with this ordinance a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. §171.044(3), F.S.

SECTION 6: ***Charter Revisions to the Department of State***. The Charter Boundary Article shall be revised to reflect the changes in the municipal boundaries resulting from this annexation and shall be filed as a revision of the City Charter with the Florida Department of State within THIRTY (30) days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area. §171.091, F.S.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 9: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 10: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 1/6/2026

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
Oliver Drive, New Smyrna Beach, Florida 32168

Parcel Number
7323-04-00-0070

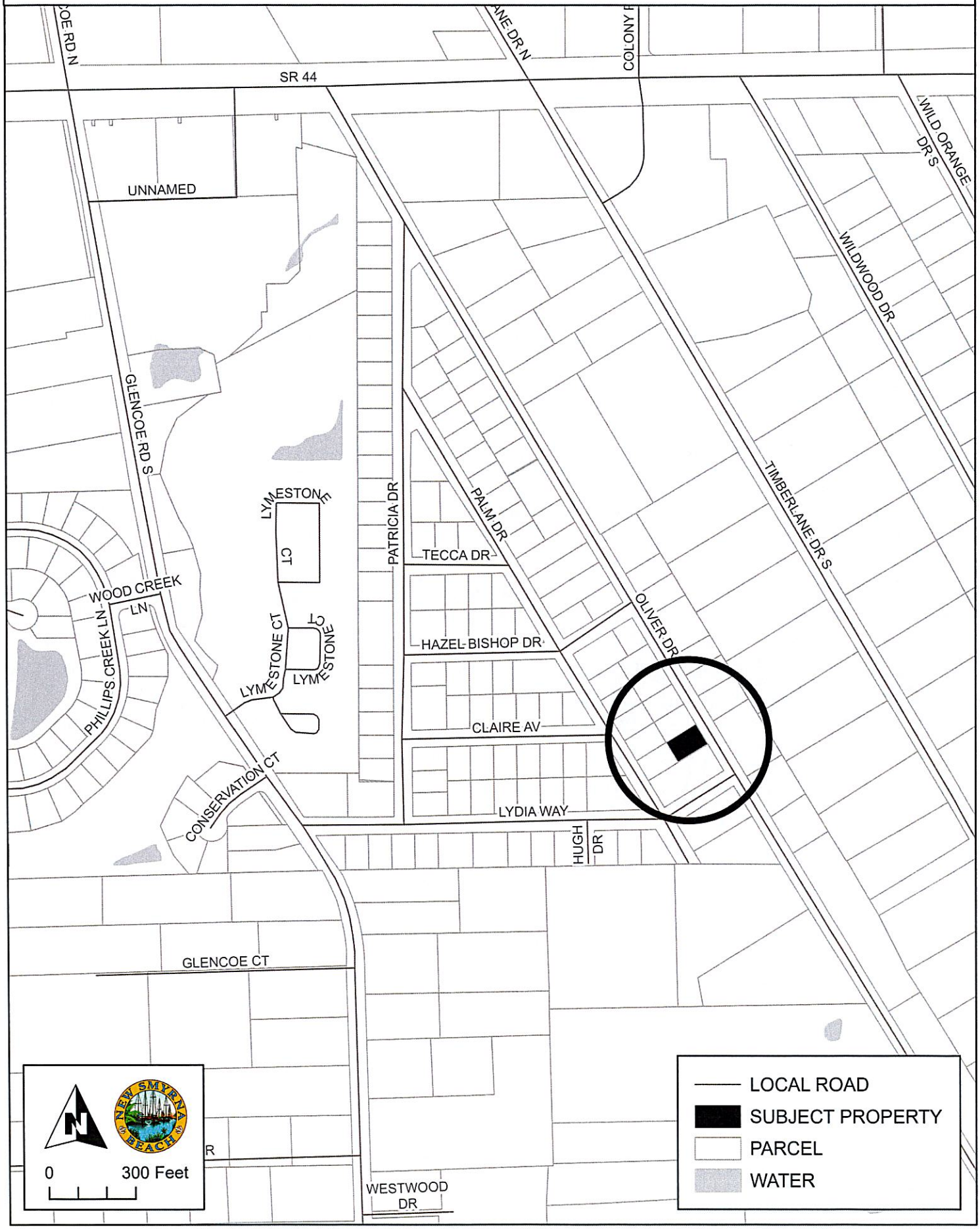
AltKey Number:
8030439

Metes and Bounds by Kenneth Bohannon, Esq.

LOT 7, OLIVER ESTATES; ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGE 119, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "A"

A-13-25: OLIVER DRIVE
PARCEL: 7323-04-00-0070 LOCATION MAP



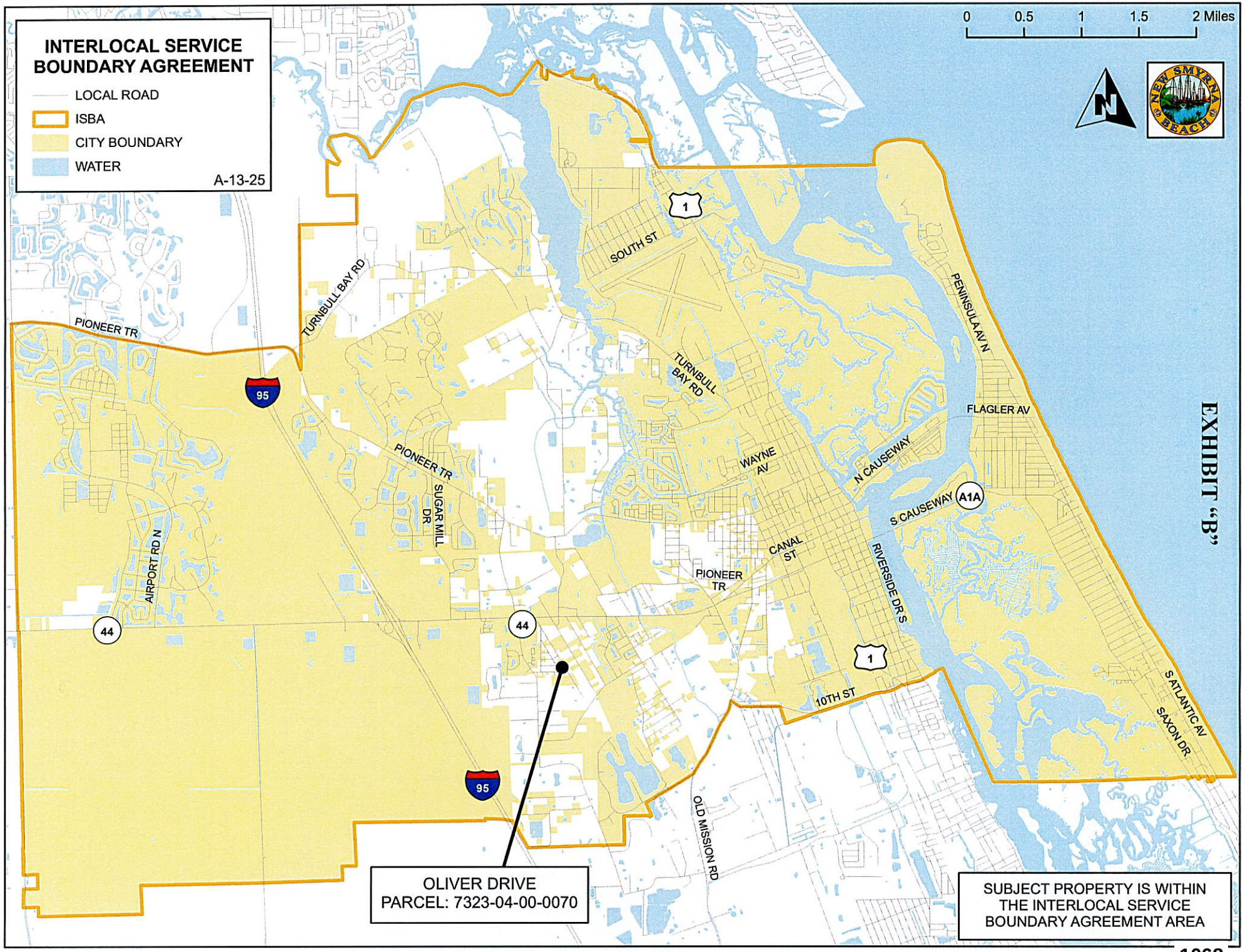
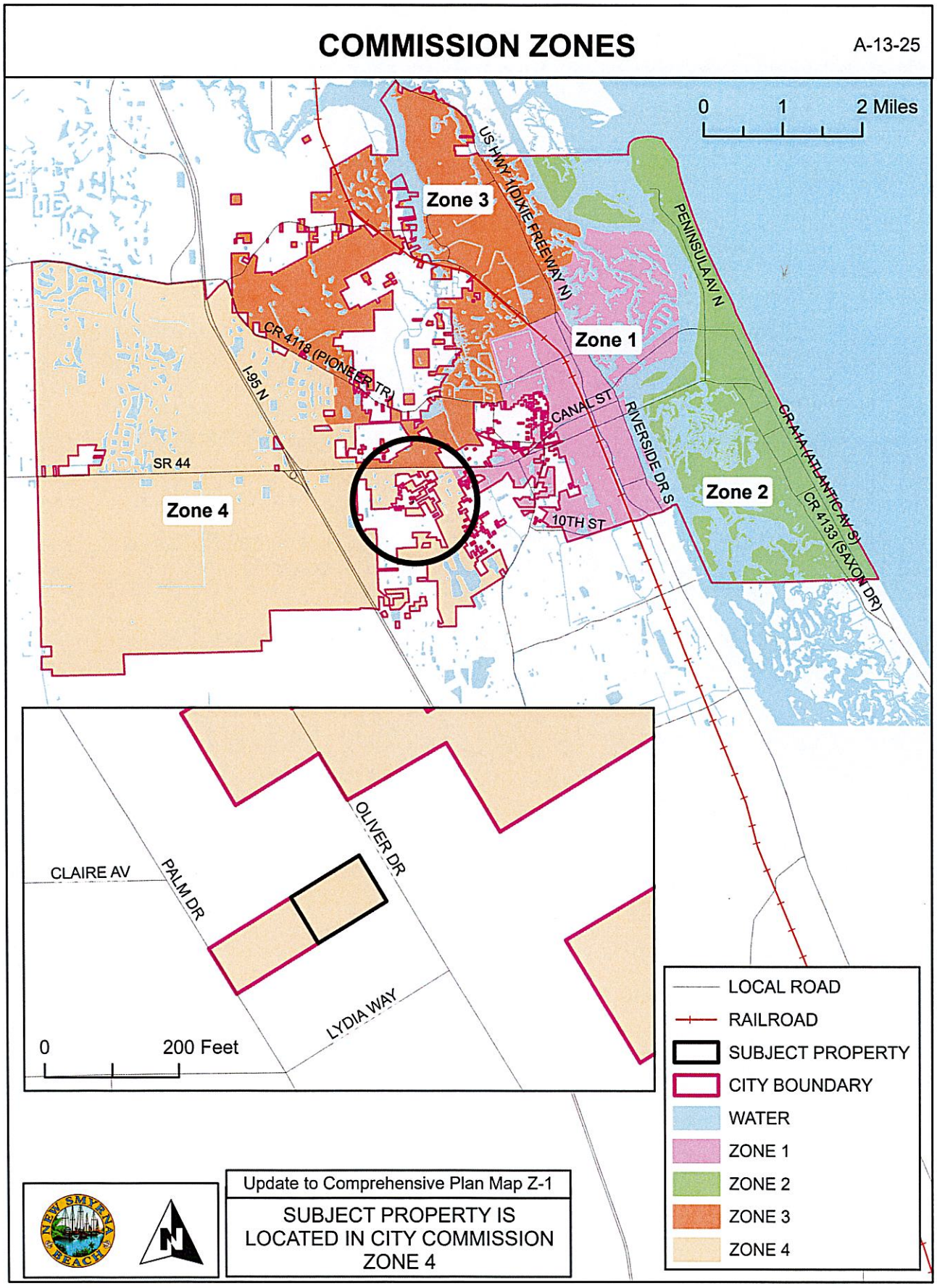

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-13-25
0 0.5 1 1.5 2 Miles
EXHIBIT "B"
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
OLIVER DRIVE
PARCEL: 7323-04-00-0070
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

EXHIBIT "C"


COMMISSION ZONES
A-13-25
0
1
2 Miles
US HWY 1(DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
I-95 N
CANAL ST
RIVERSIDE DR S
CR 4141(ATLANTIC AV S)
CR 4133 (SAXON DR)
10TH ST
SR 44
Zone 1
Zone 2
Zone 3
Zone 4
OLIVER DR
CLAIRE AV
PALM DR
LYDIA WAY
0
200 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 06-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED AT A SECOND READING AND PUBLIC HEARING, WOULD APPROVE A REQUESTED SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT CHANGING THE FUTURE LAND USE TO MEDIUM DENSITY RESIDENTIAL ON PROPERTY LOCATED ON OLIVER DRIVE AS PART OF AN OVERALL ANNEXATION APPLICATION.

January 13, 2026

Background:

Applicant and Property Owners: Kyle and Rachel Troian, 579 Palm Drive, New Smyrna Beach, Florida 32168.

Request: Small Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) category of Urban Medium Intensity.
- **To:** City Future Land Use category of Medium Density Residential.

Site Information:

- **Size:** 0.22 ± acres.
- **Location:** West side of Oliver Drive, north of Lydia Way.

Tax I.D. Number: 7323-04-00-0070

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City of New Smyrna Beach, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Oliver Drive is undeveloped. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. As discussed above, the existing County FLU category is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential. The proposed City FLU category 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 Future Land Use category is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The parcel on Oliver Drive has an 8-inch PVC water line in the Oliver Drive right-of-way, but central sewer and reclaim services are not available.

A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Oliver Drive is undeveloped with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 4 is attached as **Exhibit W**. The ISBA map is attached as **Exhibit X**. The legal description and Warranty Deed are attached as **Exhibits Y** and **Z**.

Recommendations:

At its regular scheduled meeting on December 1, 2025, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested Small-Scale *Comprehensive Plan* amendment amending the Future Land Use to City Medium Density Residential as part of an overall annexation application.

The Planning Department also recommends the City Commission to **approve** the requested Small-Scale *Comprehensive Plan* amendment amending the Future Land Use to City Medium Density Residential as part of an overall annexation application.

Fiscal Analysis:
N/A

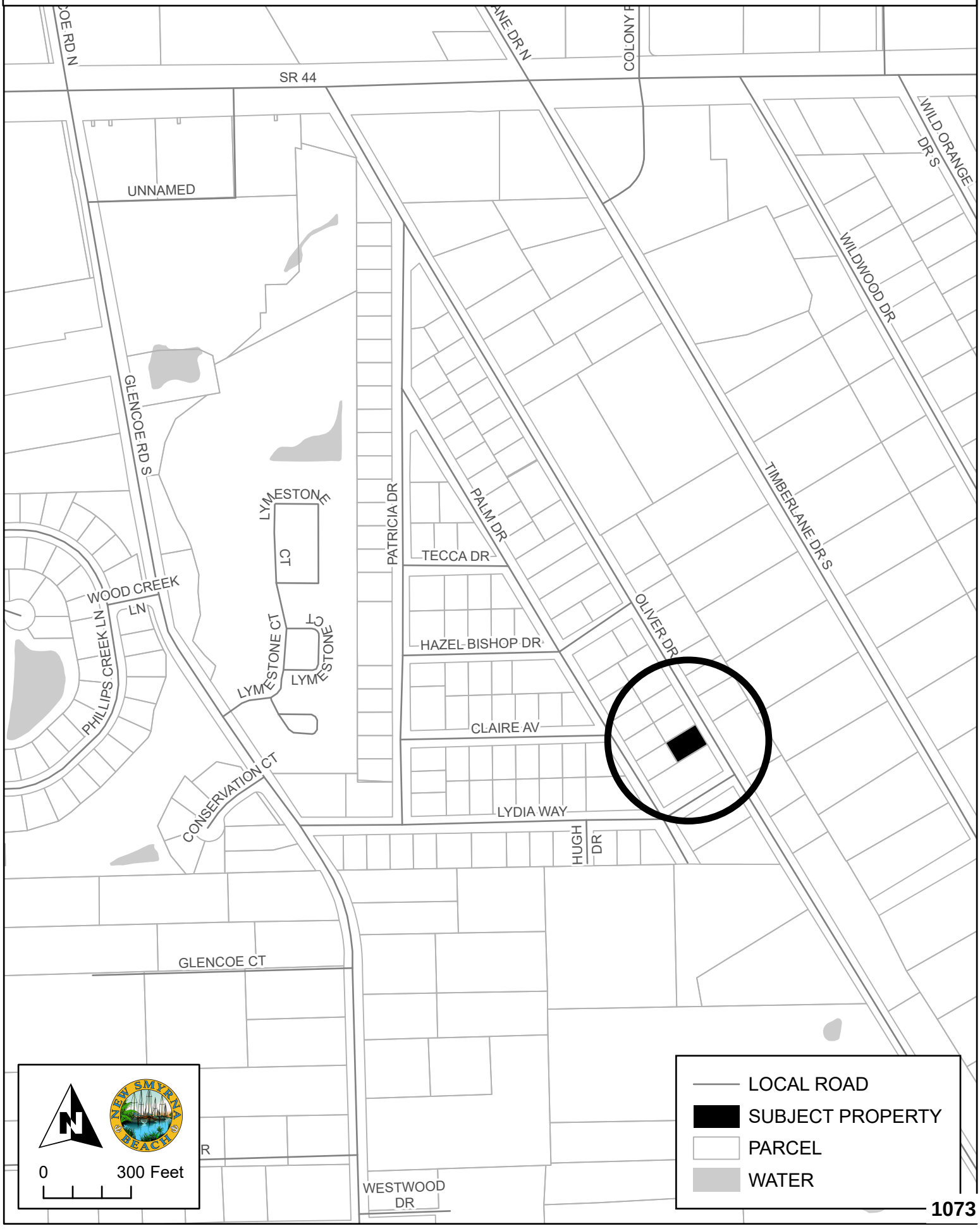
Strategic Plan Item:
Yes

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Urban Medium Intensity Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Medium Density Residential FLU Text.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf
Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit J Airport Runway Protection Zones.pdf
Exhibit K Bicycle and Pedestrian Facilities.pdf
Exhibit L Boat Slip Siting.pdf
Exhibit M City Parks.pdf
Exhibit N Coastal High Hazard Areas.pdf
Exhibit O Evacuation Routes.pdf
Exhibit P Existing Traffic Lanes - 2009.pdf
Exhibit Q Number of Traffic Lanes - 2025.pdf
Exhibit R Existing Level of Service - 2009.pdf
Exhibit S Level of Service - 2025.pdf
Exhibit T Flood Prone Areas.pdf
Exhibit U Neighborhood Map.pdf
Exhibit V Public Transit Routes.pdf
Exhibit W Commission Zones Map.pdf
Exhibit X Interlocal Service Boundary Agreement Map.pdf
Exhibit Y Legal Description.pdf
Exhibit Z Warranty Deed.pdf
Business Impact Estimate - Ord 06-26 Oliver Dr..pdf
Ord 06-25 Small Scale Oliver Dr.pdf

A-13-25: OLIVER DRIVE
PARCEL: 7323-04-00-0070 LOCATION MAP

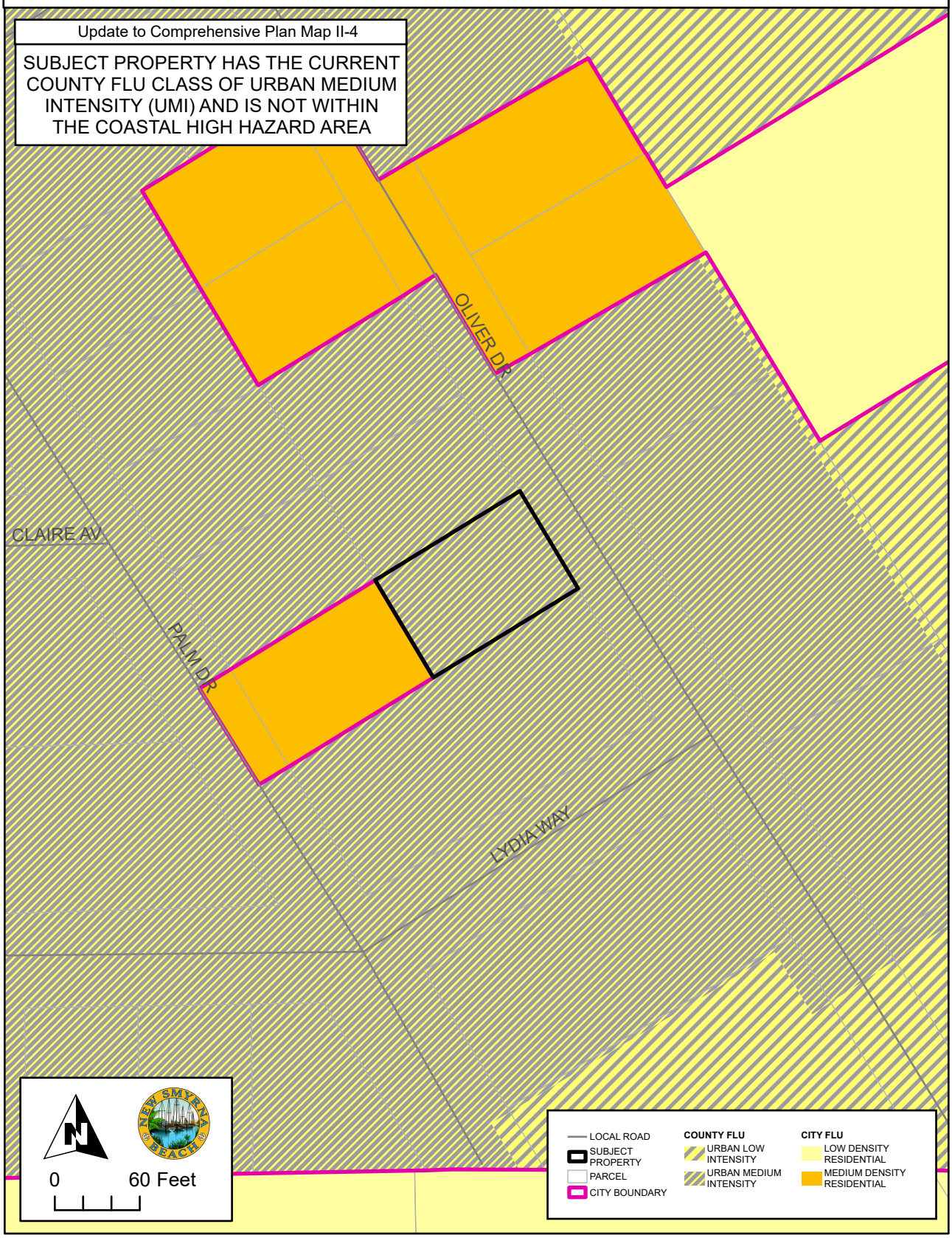


A-13-25: OLIVER DRIVE
PARCEL: 7323-04-00-0070 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-13-25



Urban Medium Intensity (UMI) –

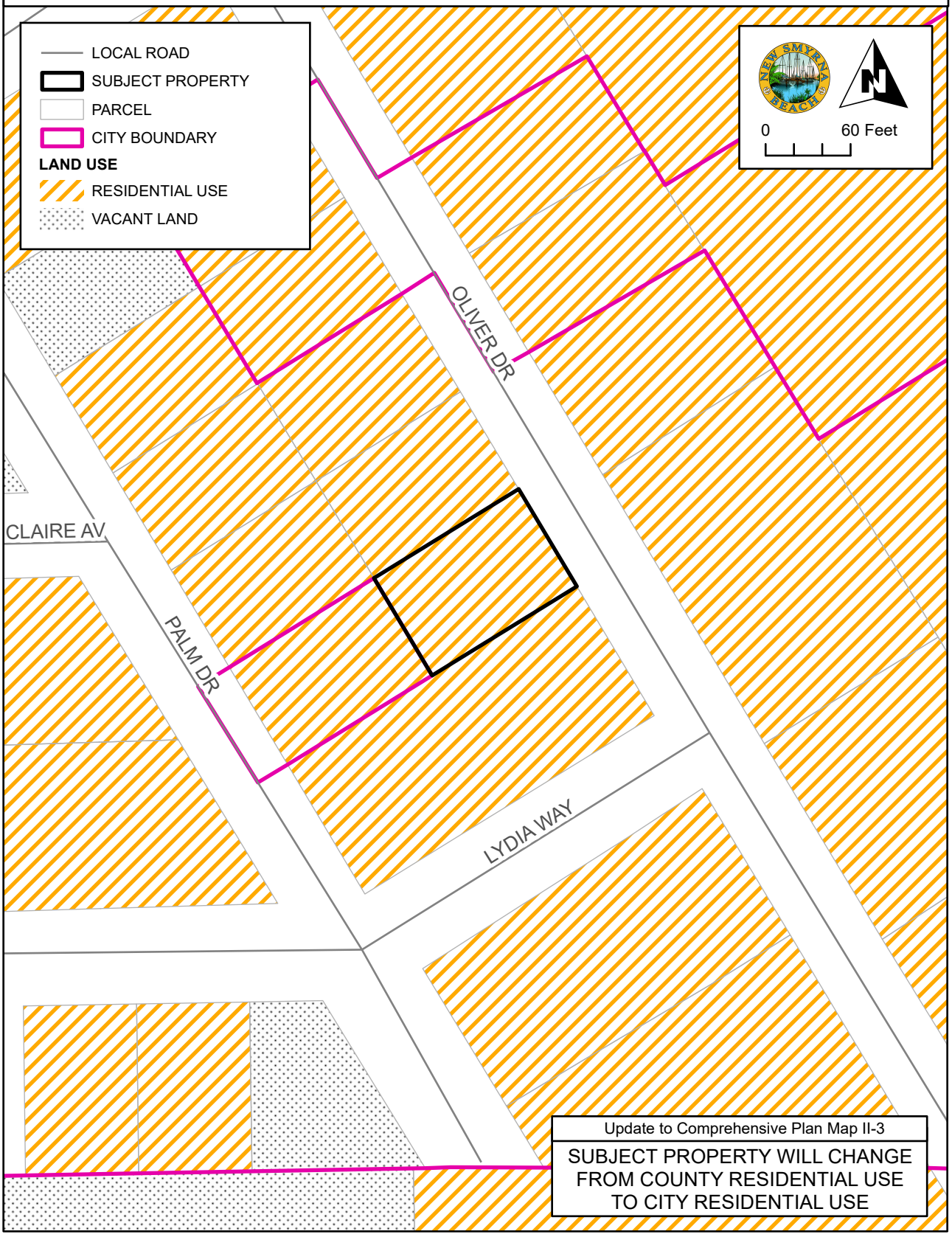
Areas that contain residential development at a range of up to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses and low-rise apartments.

The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one- quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

EXISTING LAND USE DESIGNATIONS

A-13-25



MEDIUM-DENSITY RESIDENTIAL

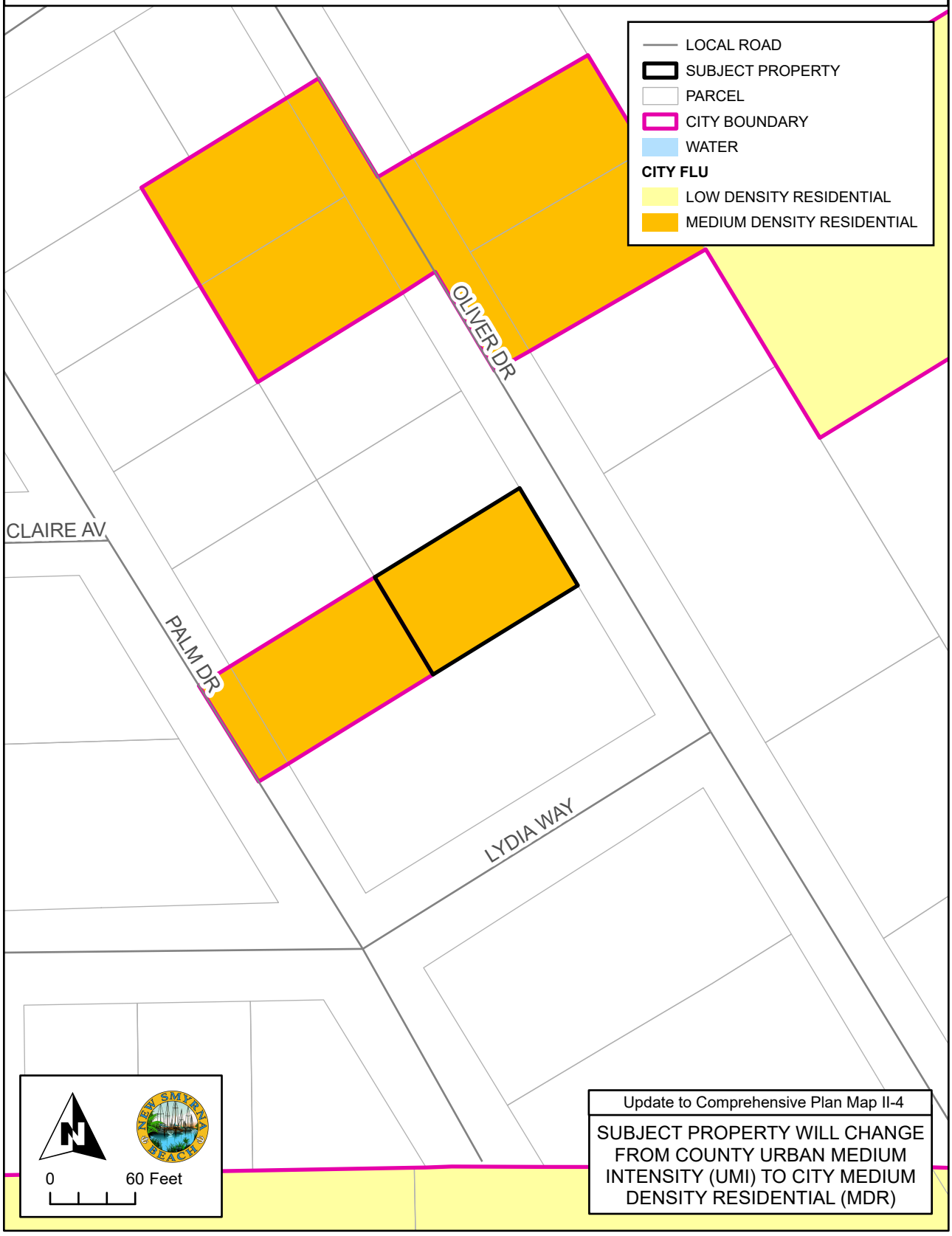
Maximum allowed density: 5.01 to eight [8] dwelling units per acre

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-13-25

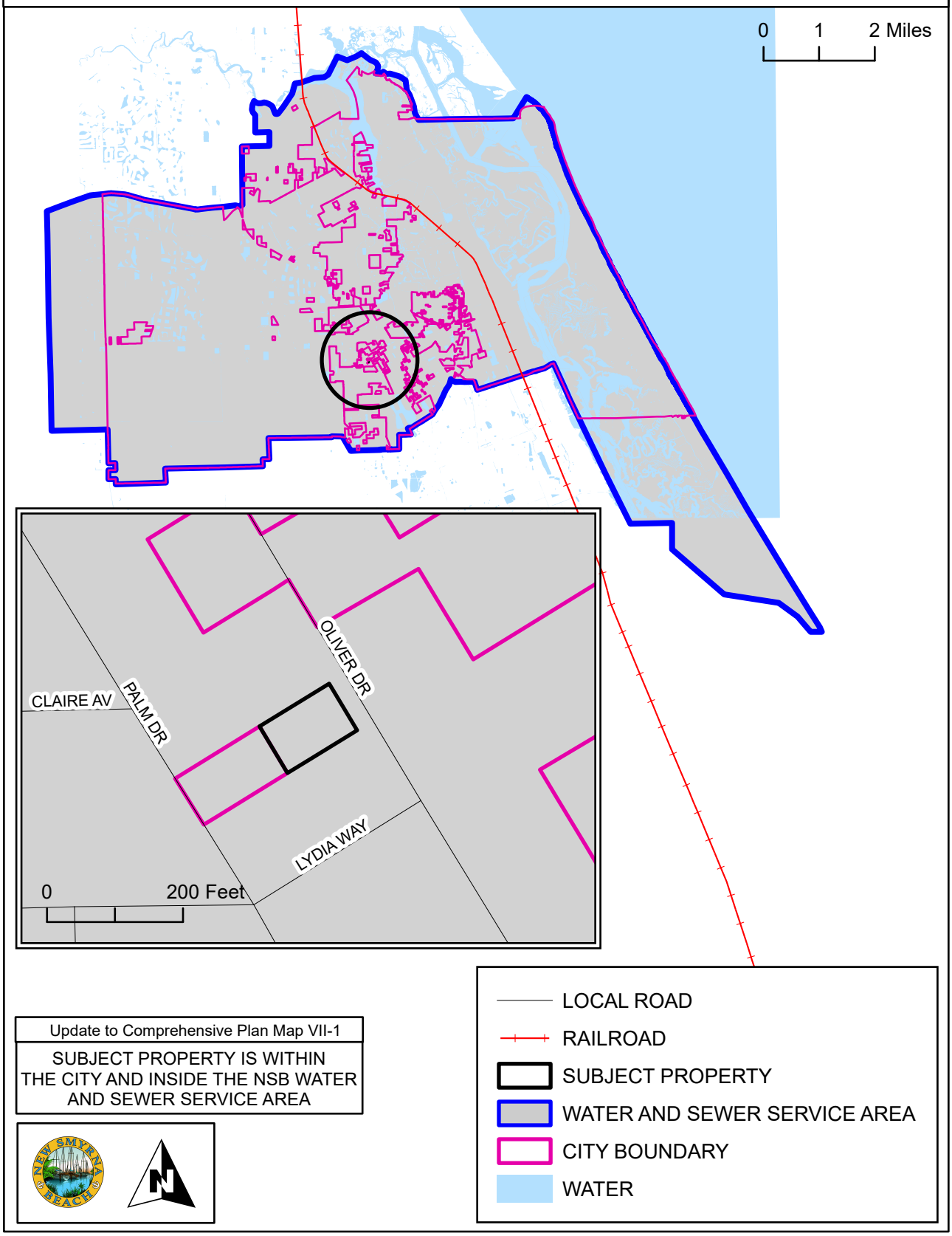


Update to Comprehensive Plan Map II-4

SUBJECT PROPERTY WILL CHANGE FROM COUNTY URBAN MEDIUM INTENSITY (UMI) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR)

WATER AND SEWER SERVICE AREA

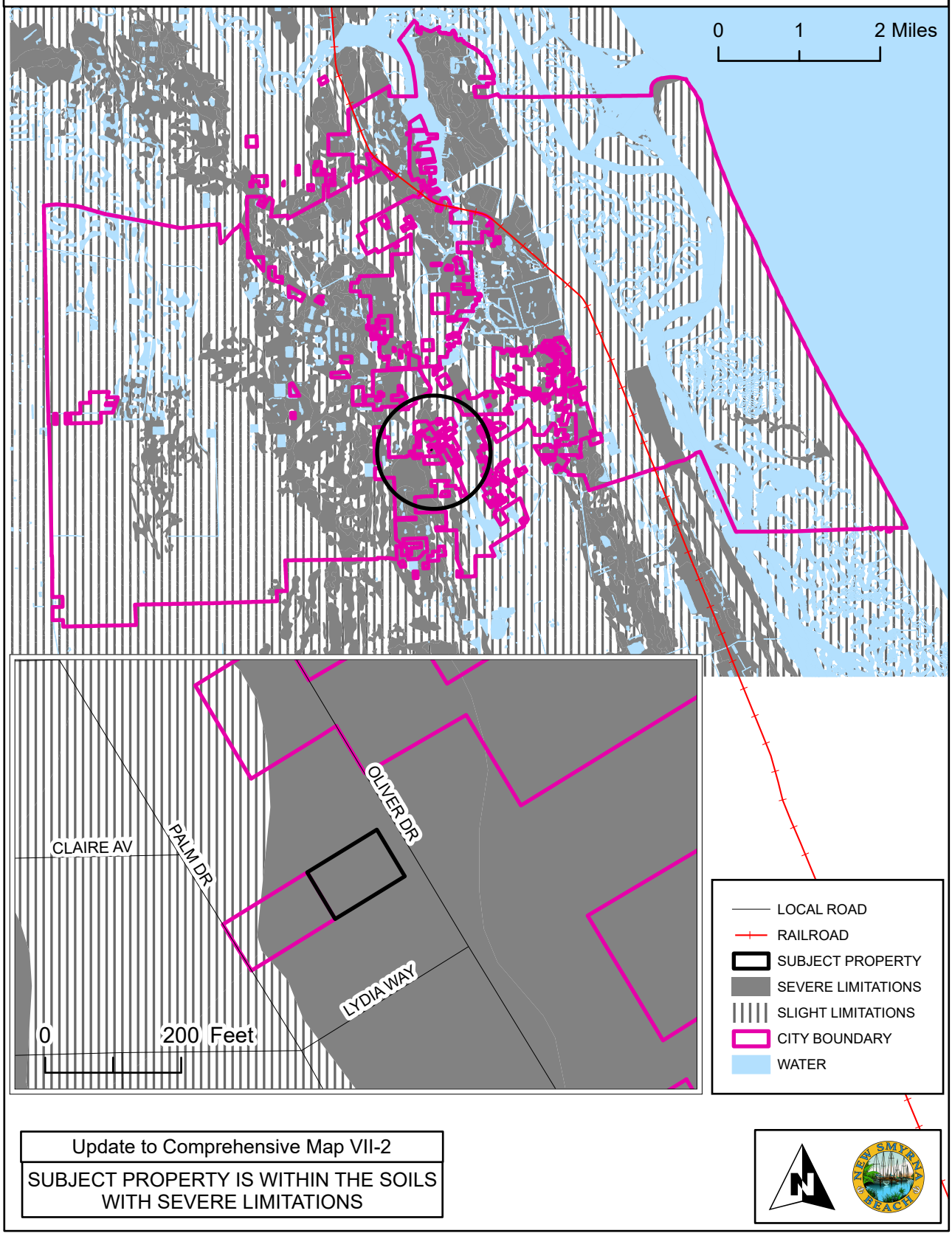
A-13-25



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-13-25

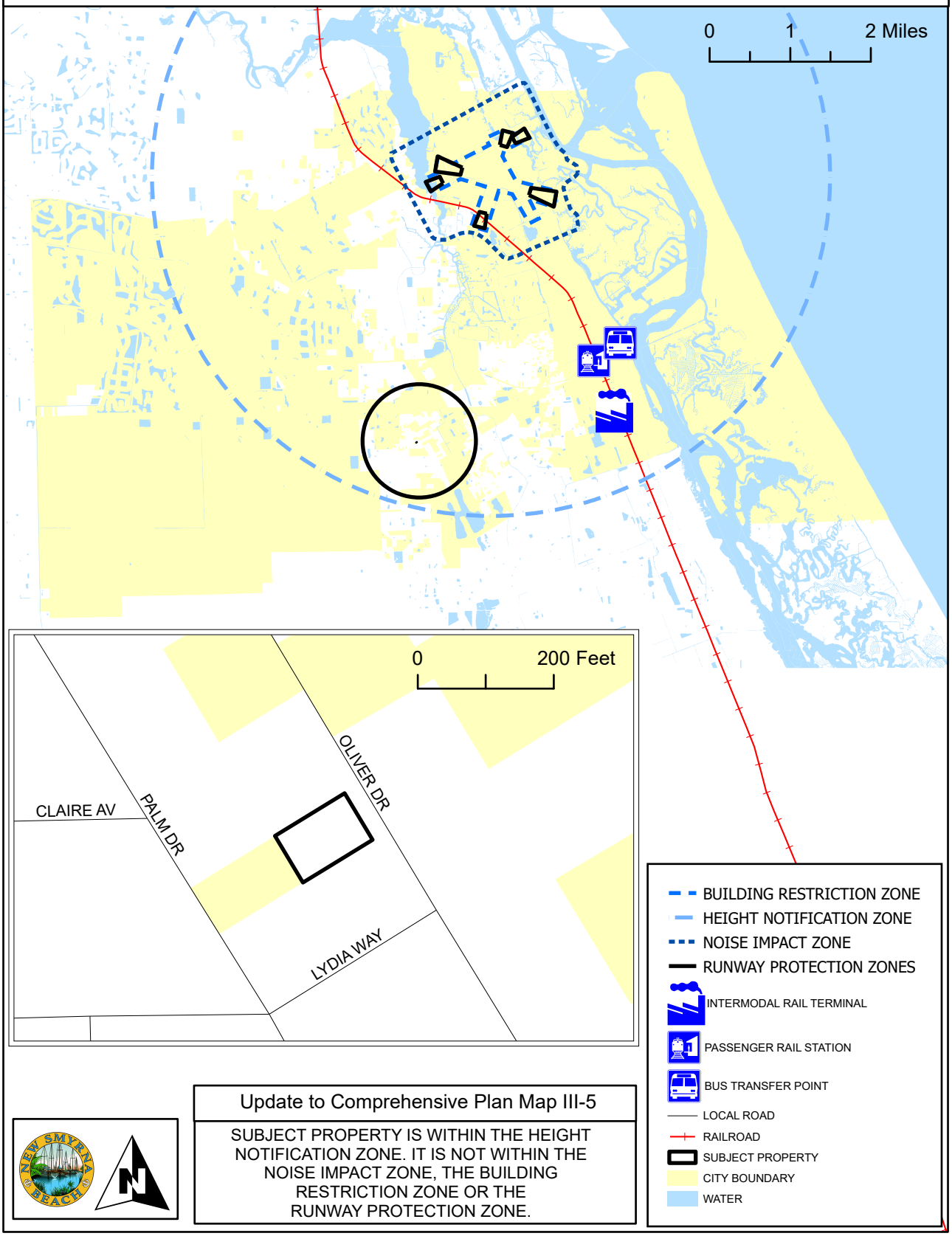


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-13-25

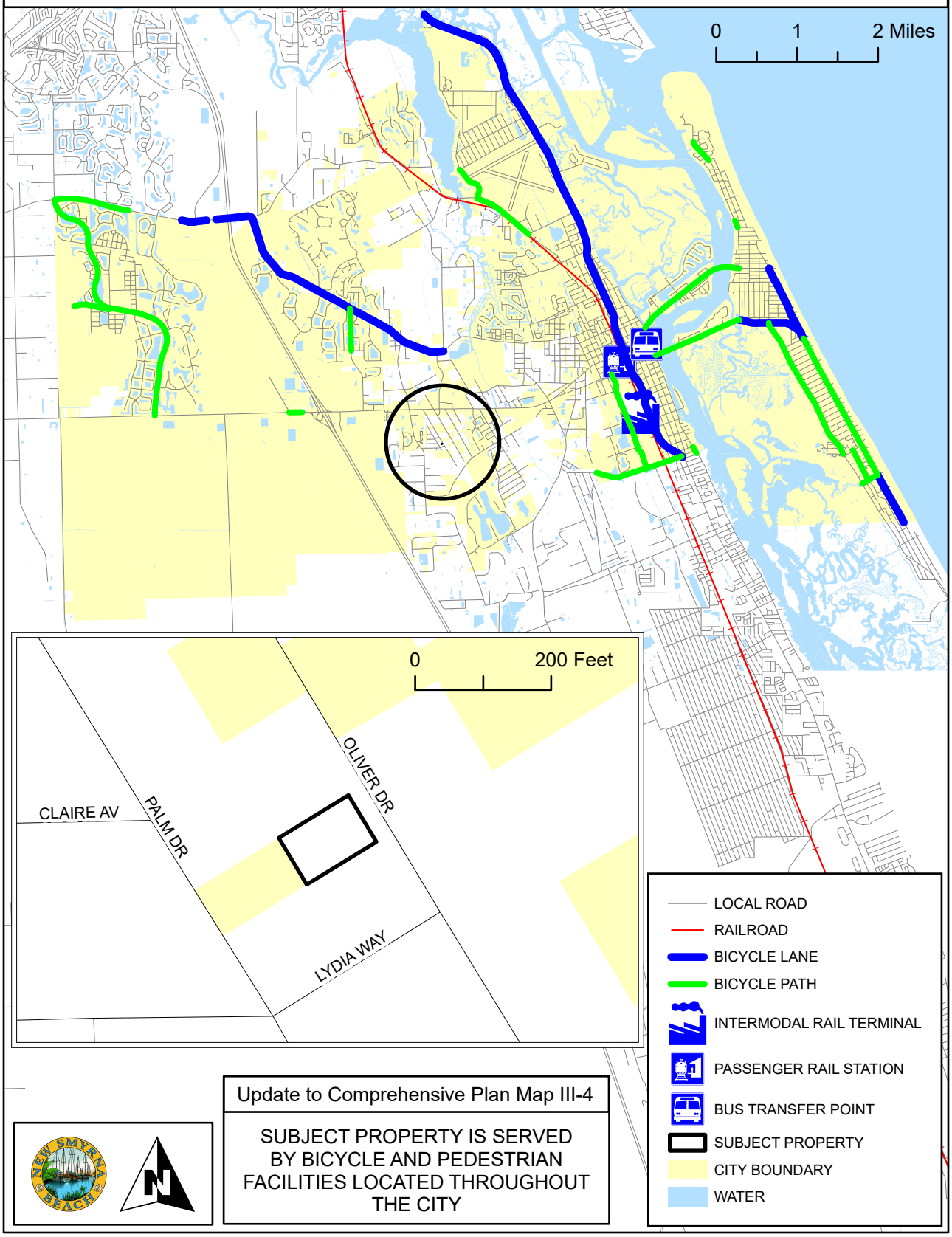


Update to Comprehensive Plan Map III-5

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-13-25

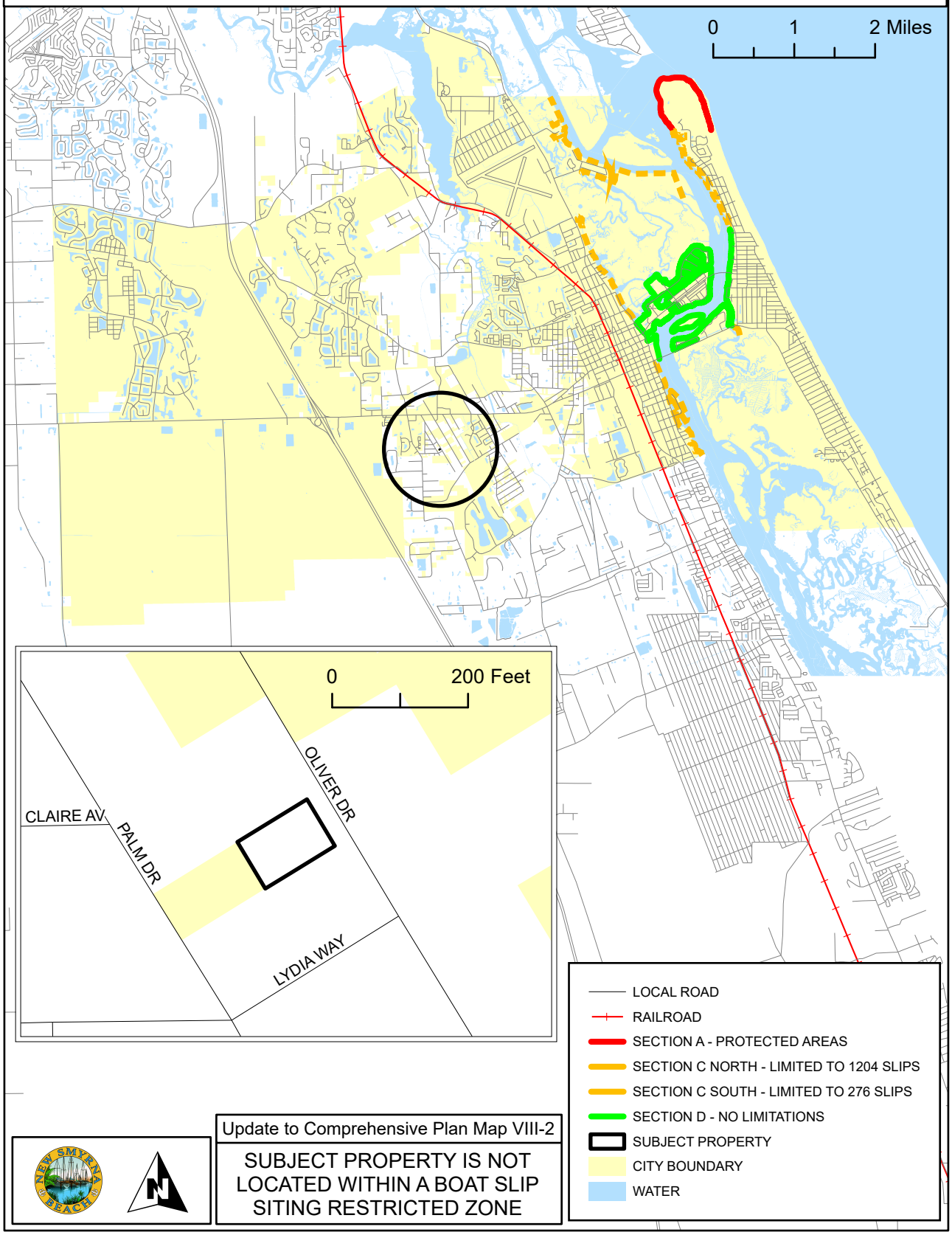


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-13-25

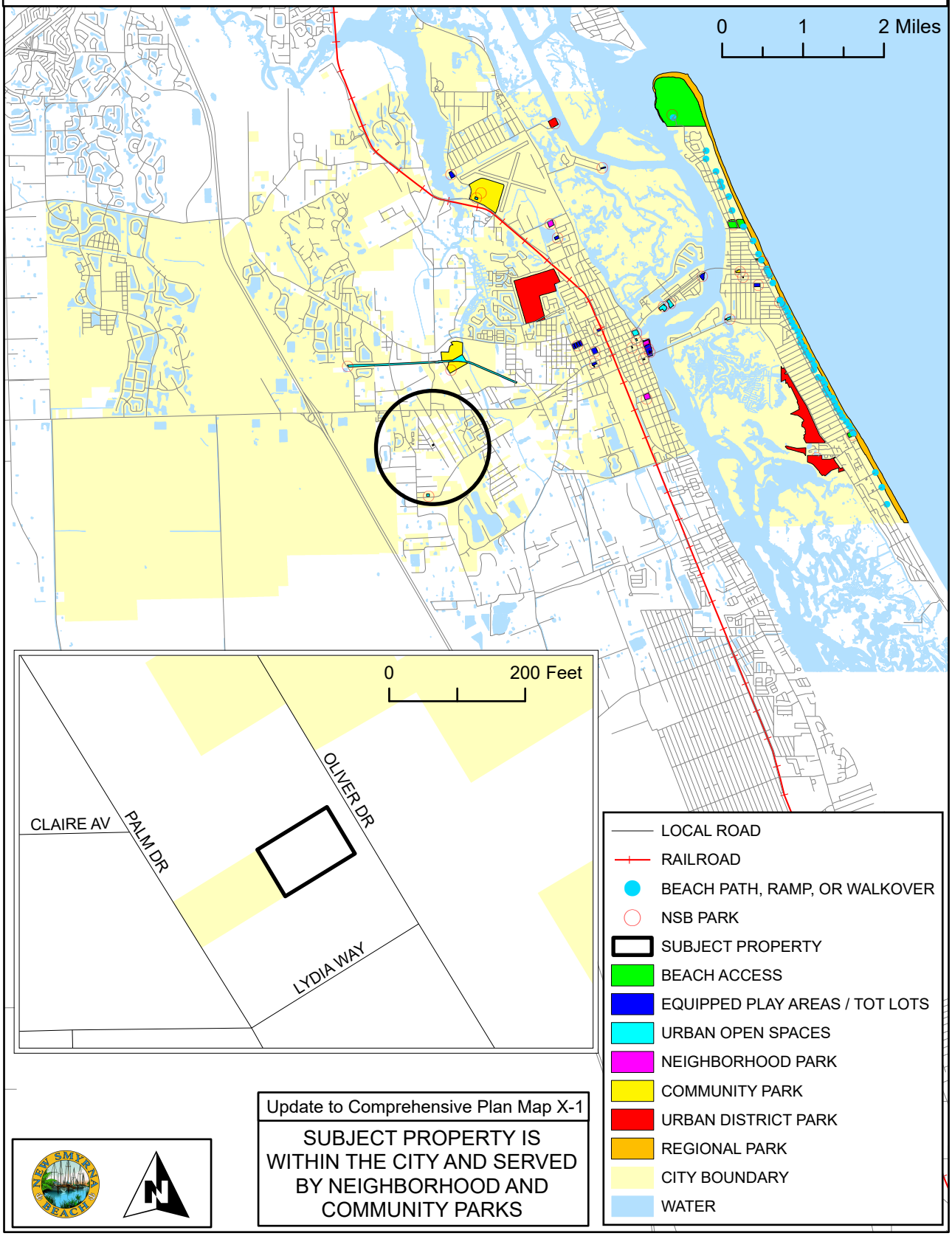


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-13-25

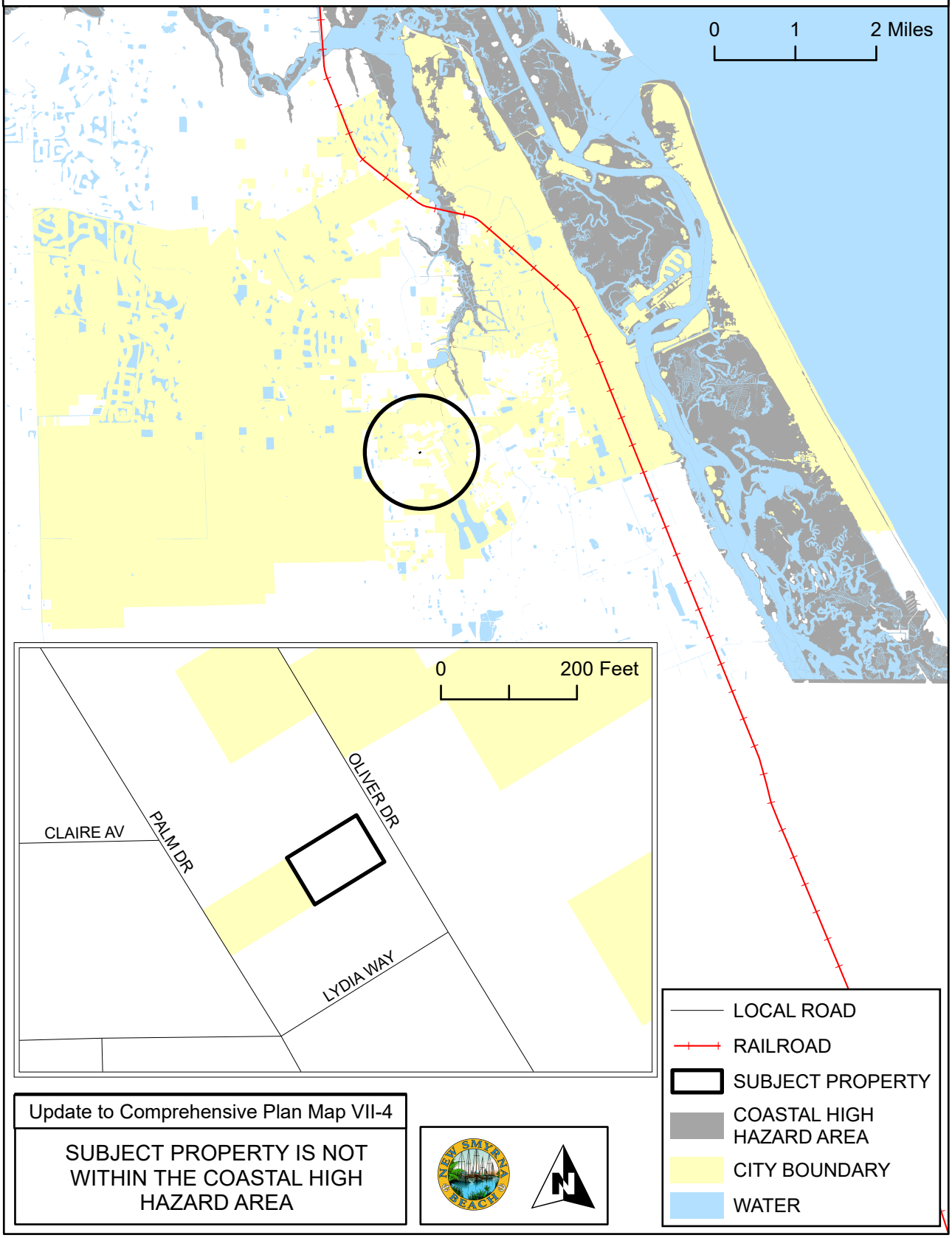


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-13-25

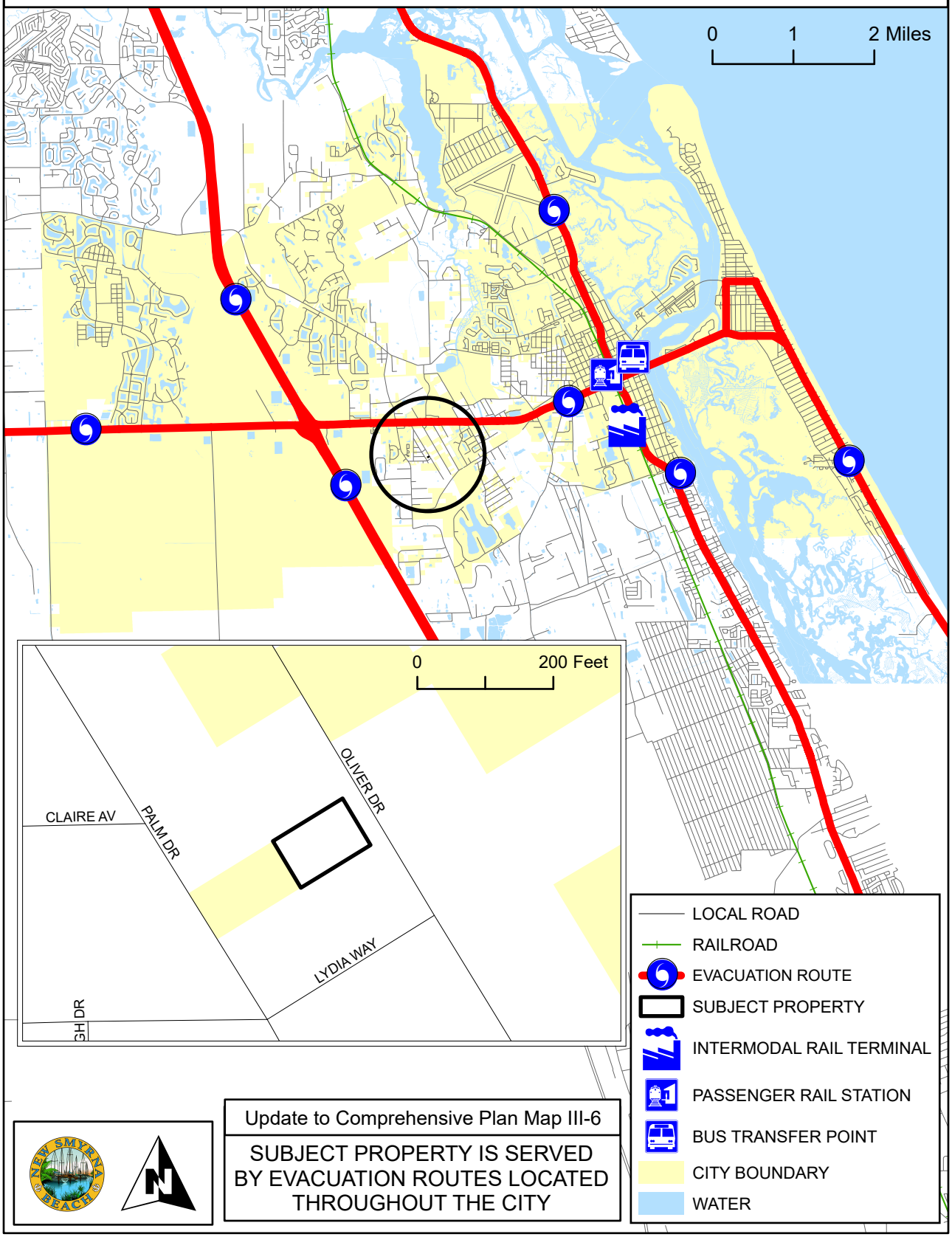


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-13-25

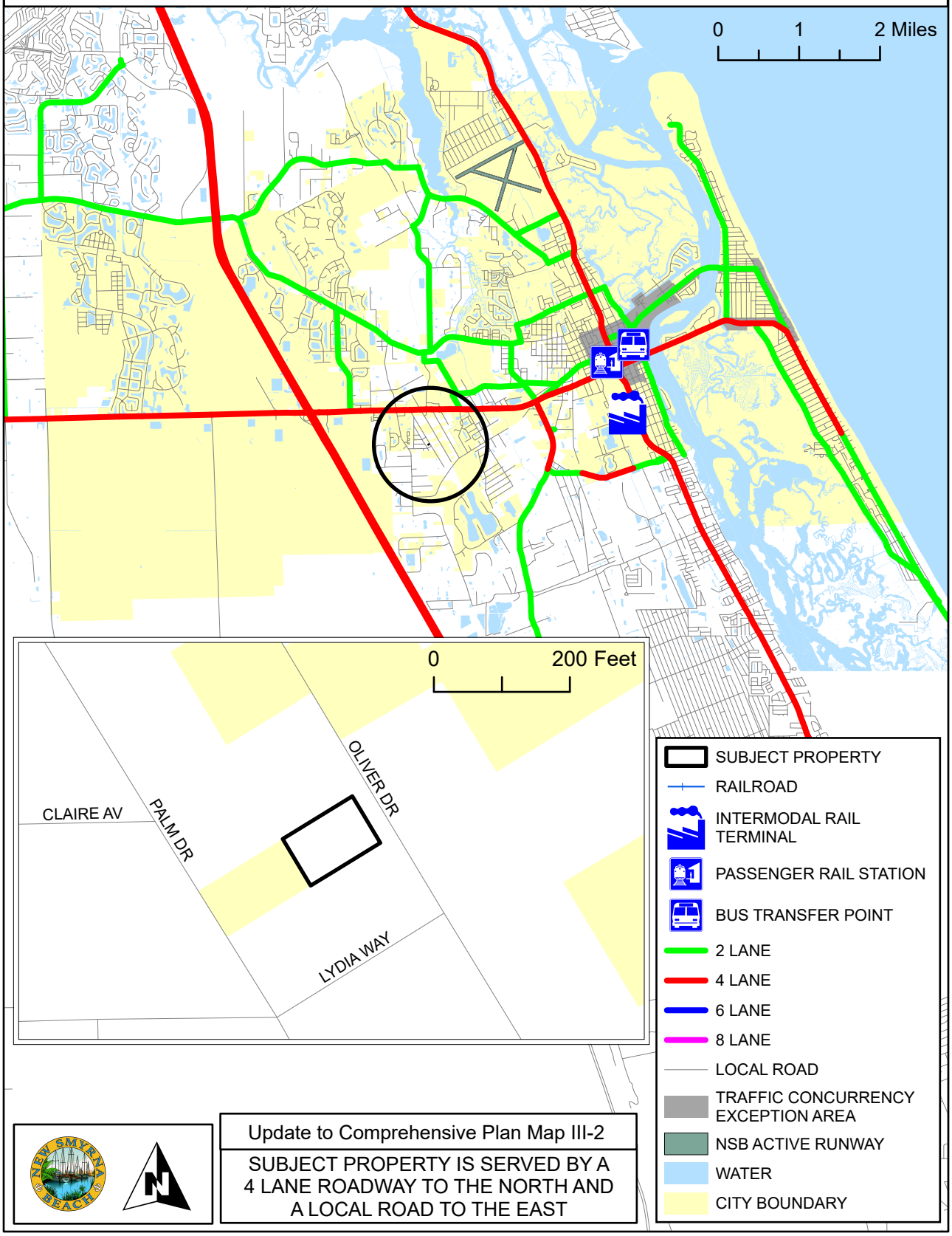


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-13-25

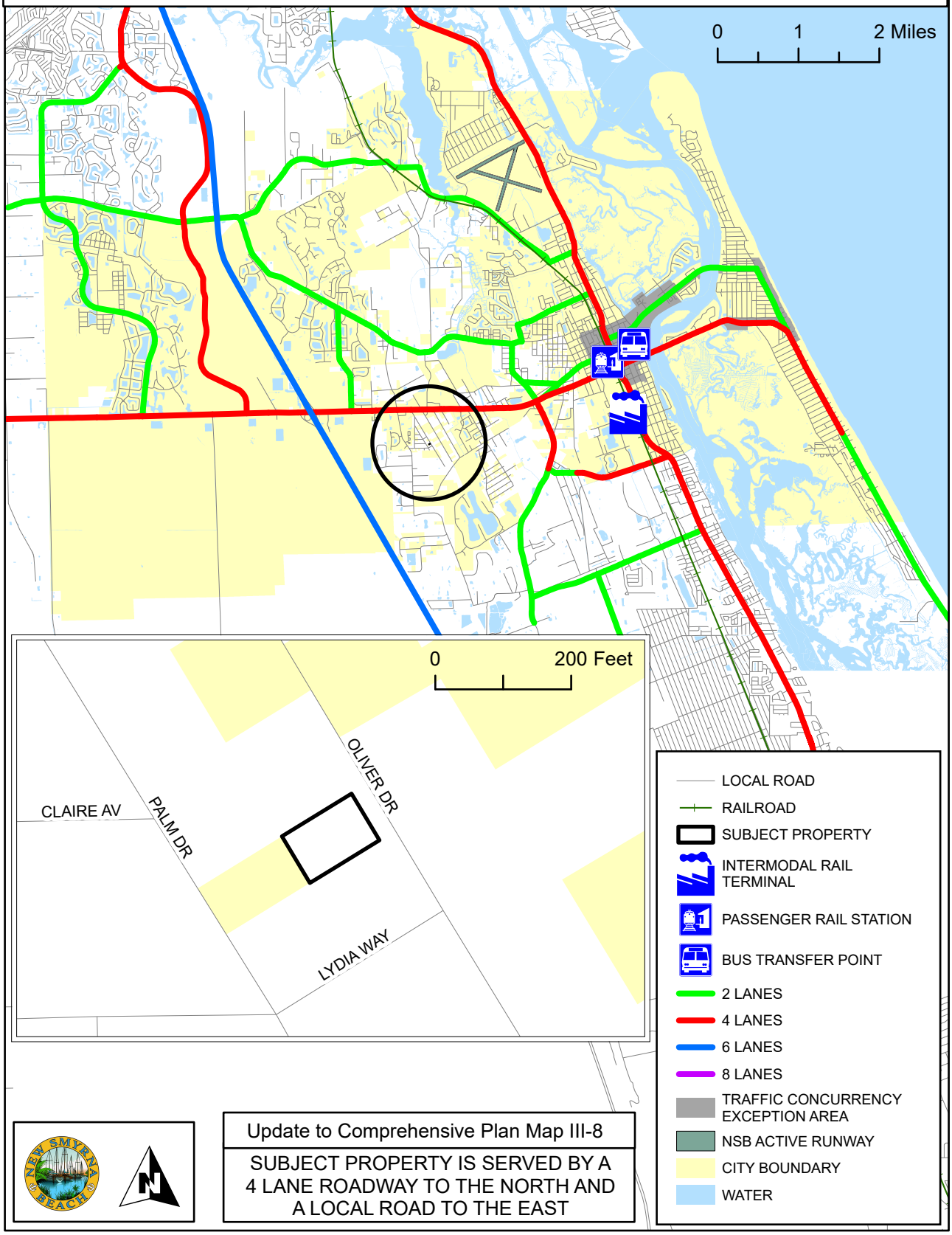


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

NUMBER OF TRAFFIC LANES - 2025

A-13-25

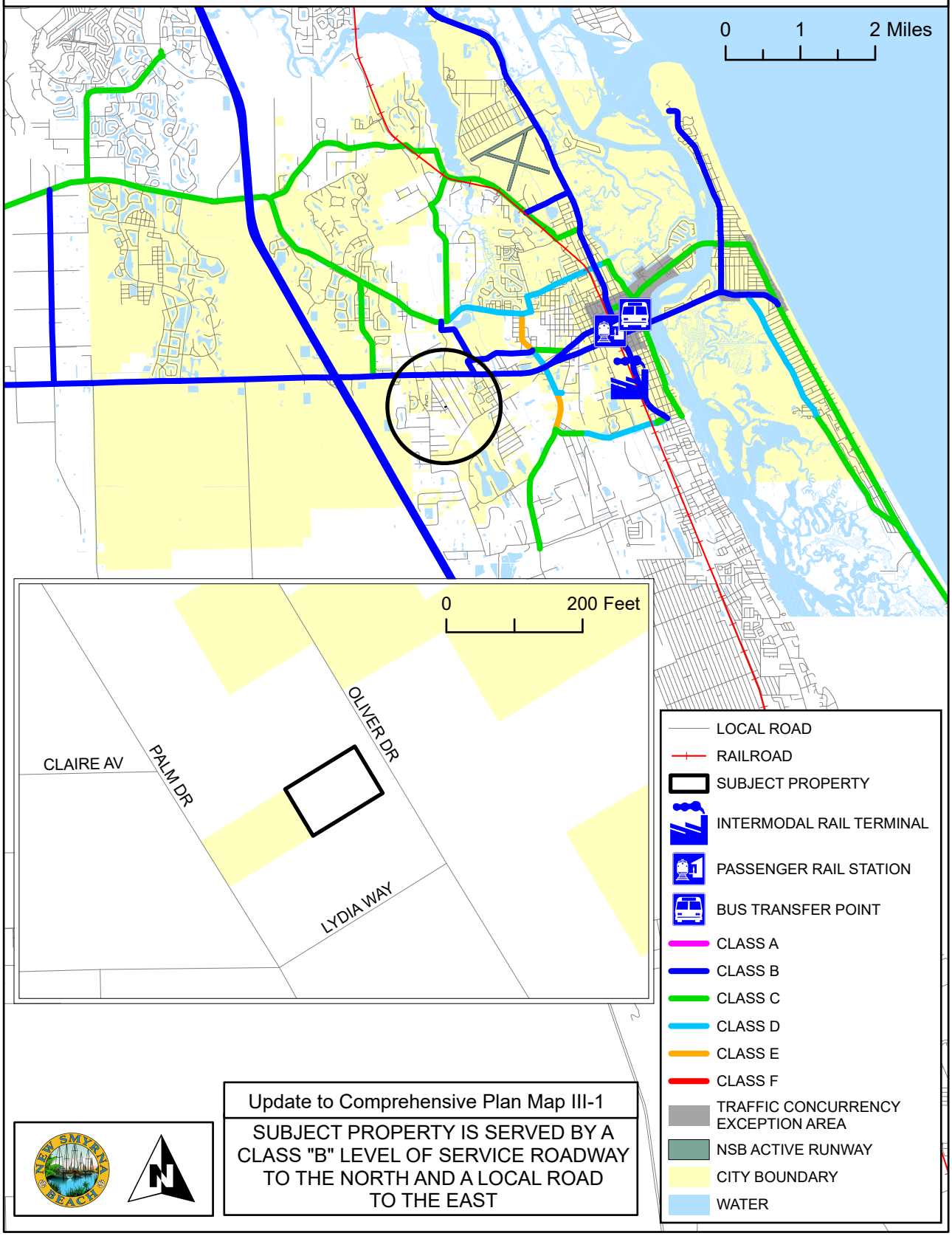


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

EXISTING LEVEL OF SERVICE - 2009

A-13-25

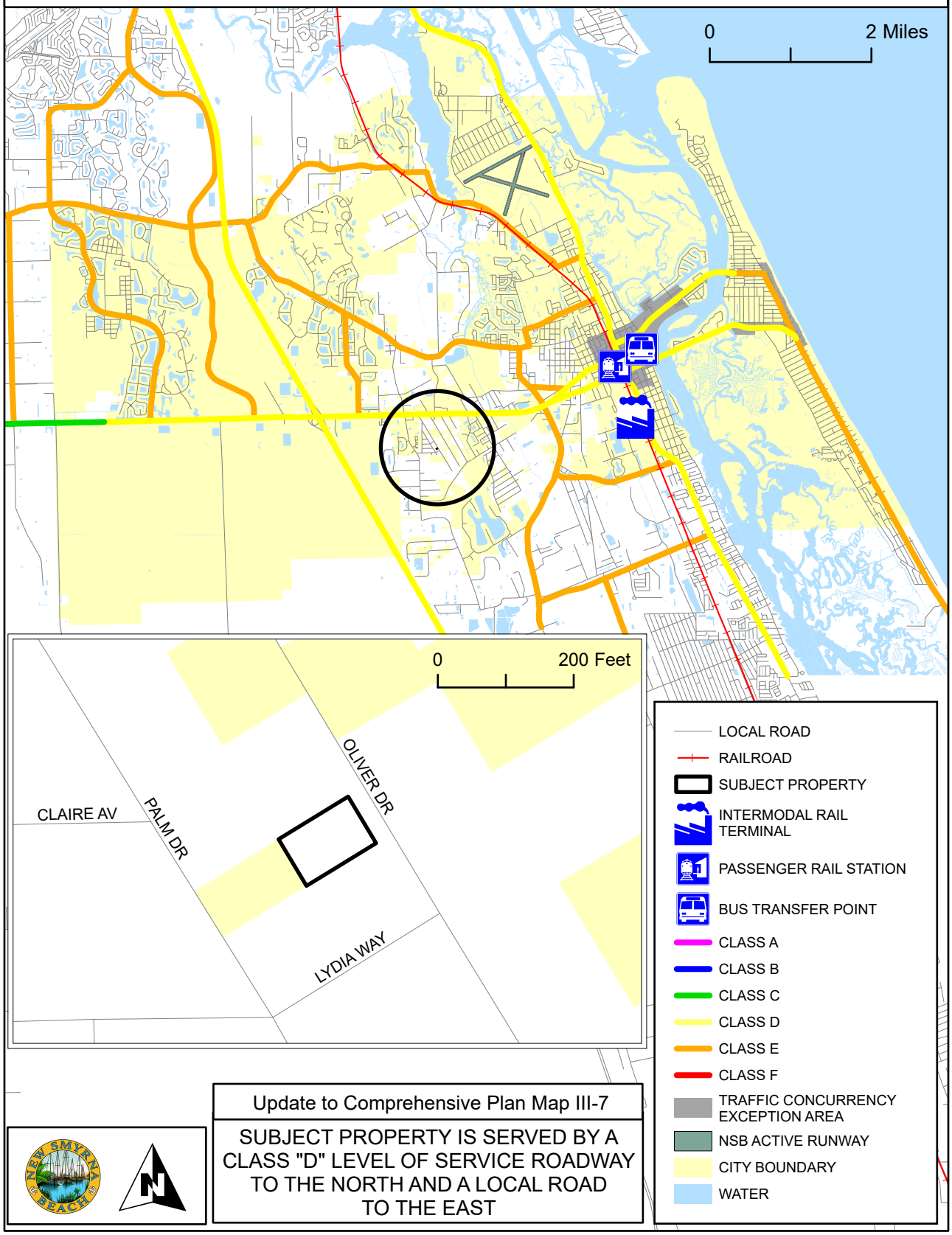


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

LEVEL OF SERVICE - 2025

A-13-25

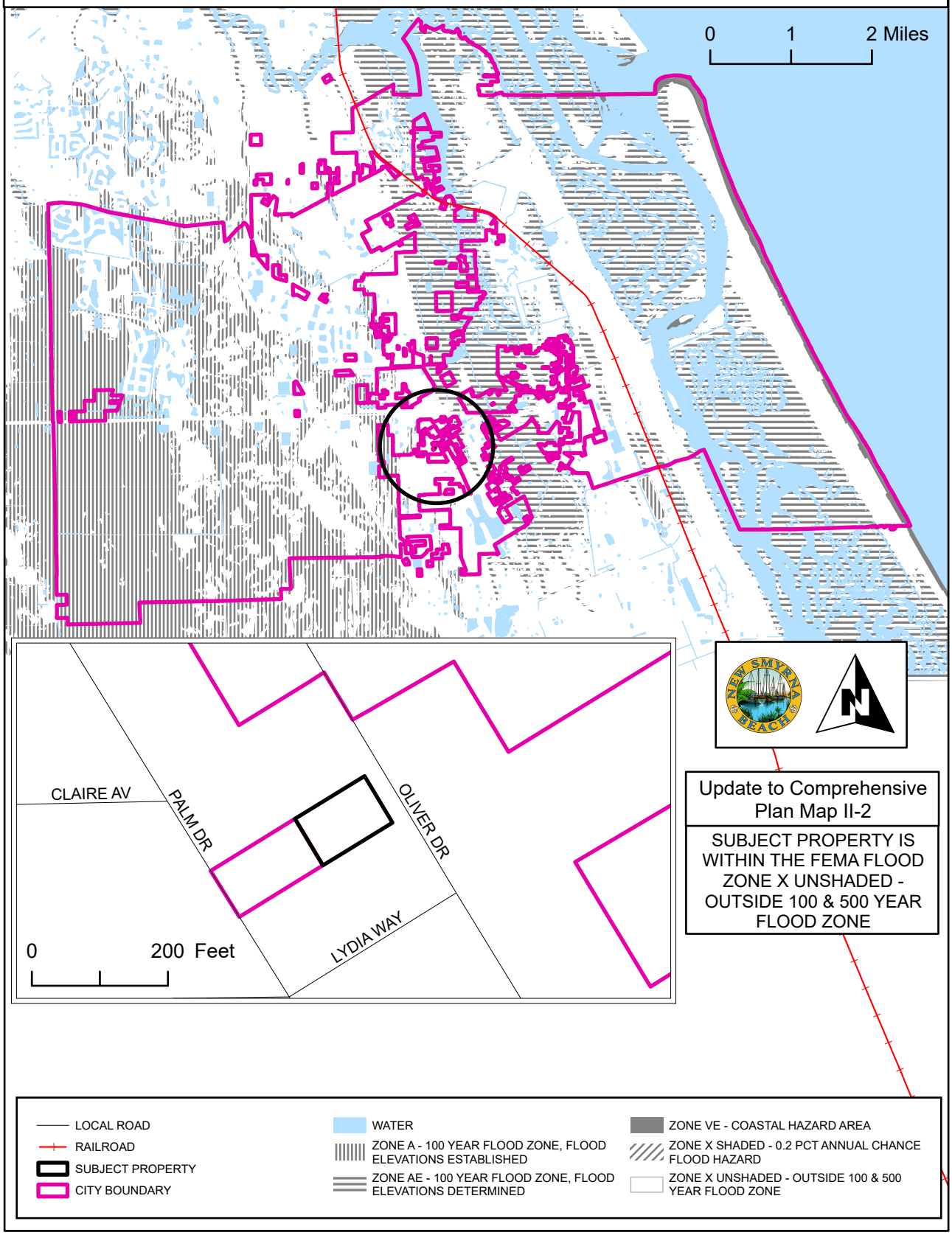


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

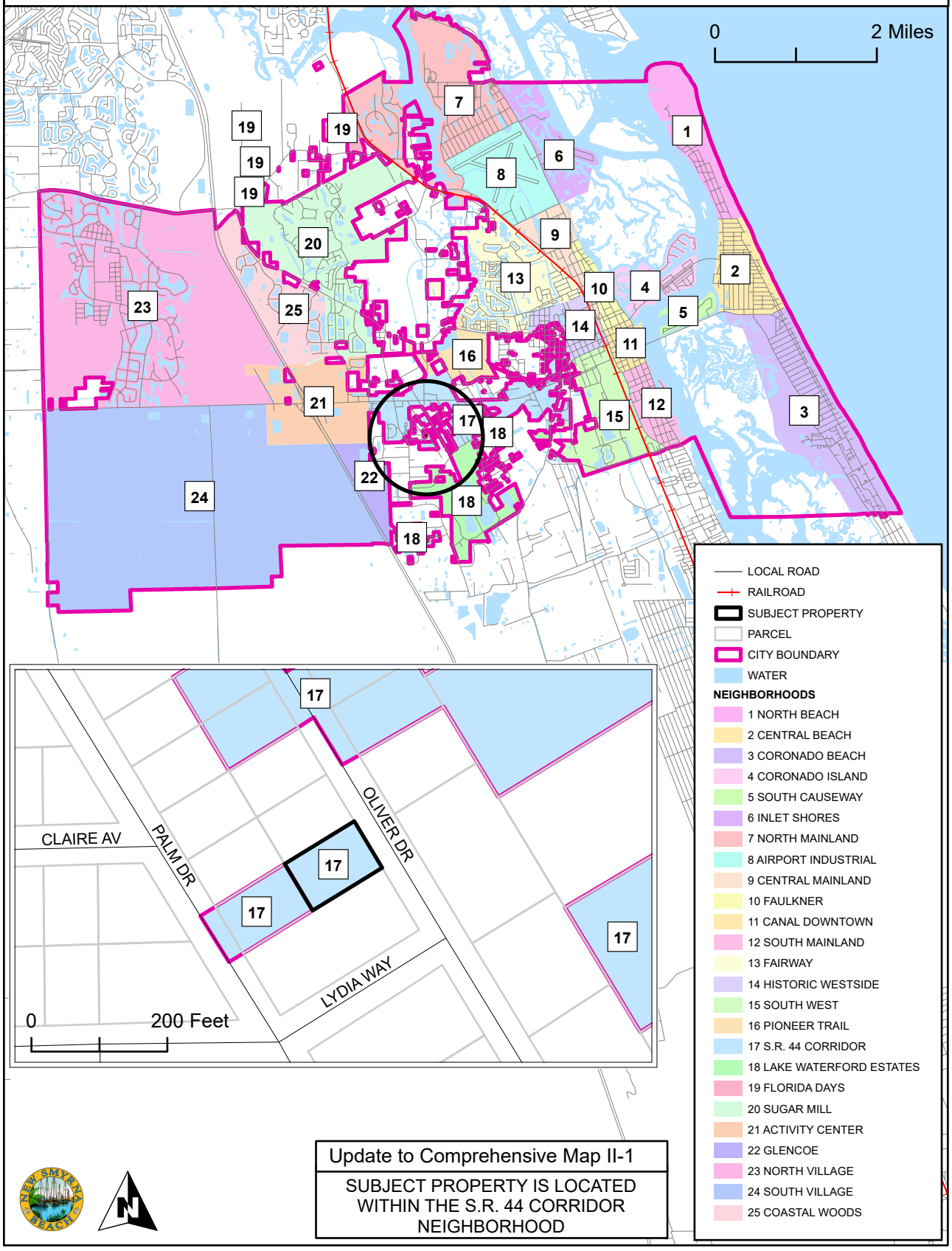
FLOOD PRONE AREAS

A-13-25



NEIGHBORHOODS

A-13-25

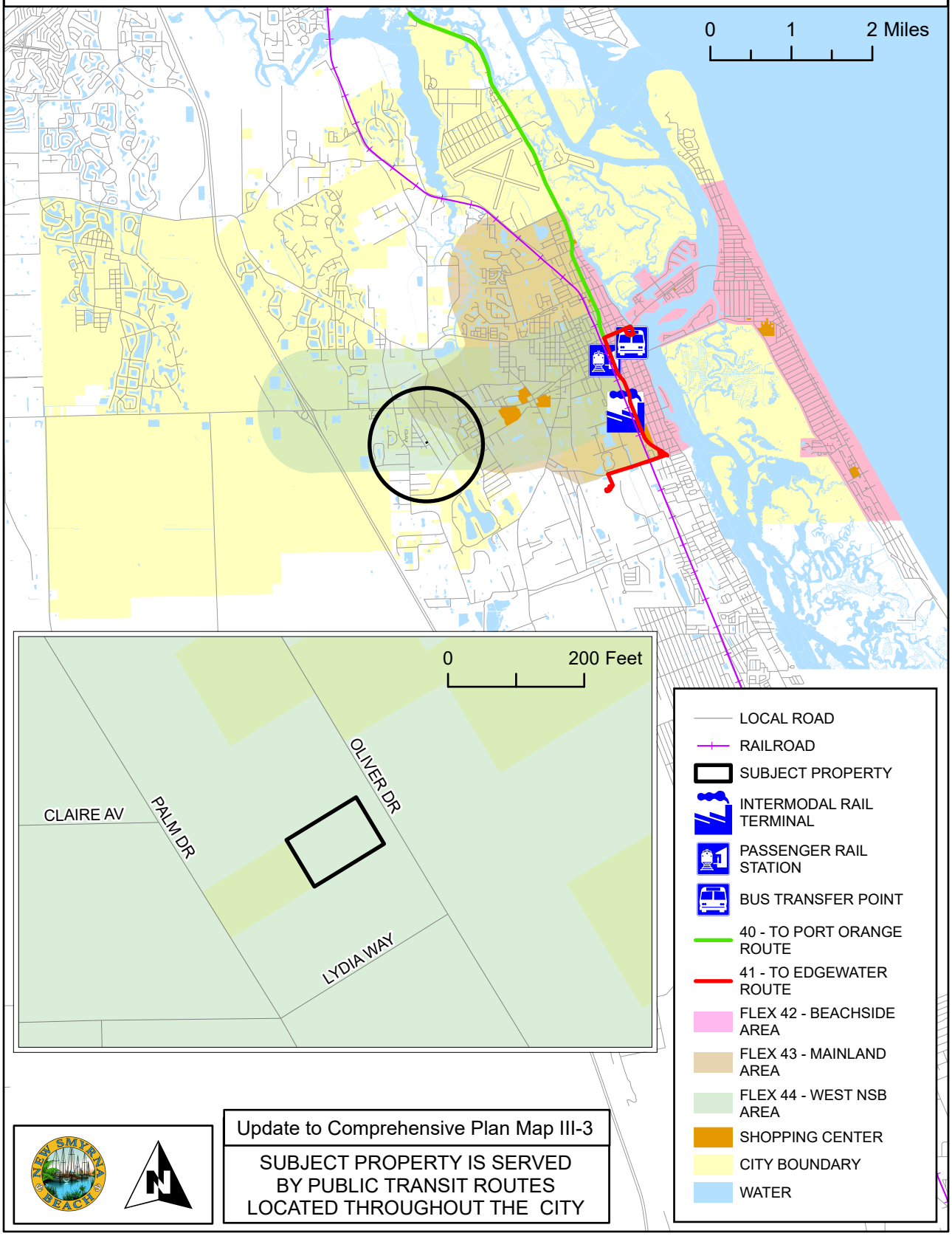


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE S.R. 44 CORRIDOR NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-13-25

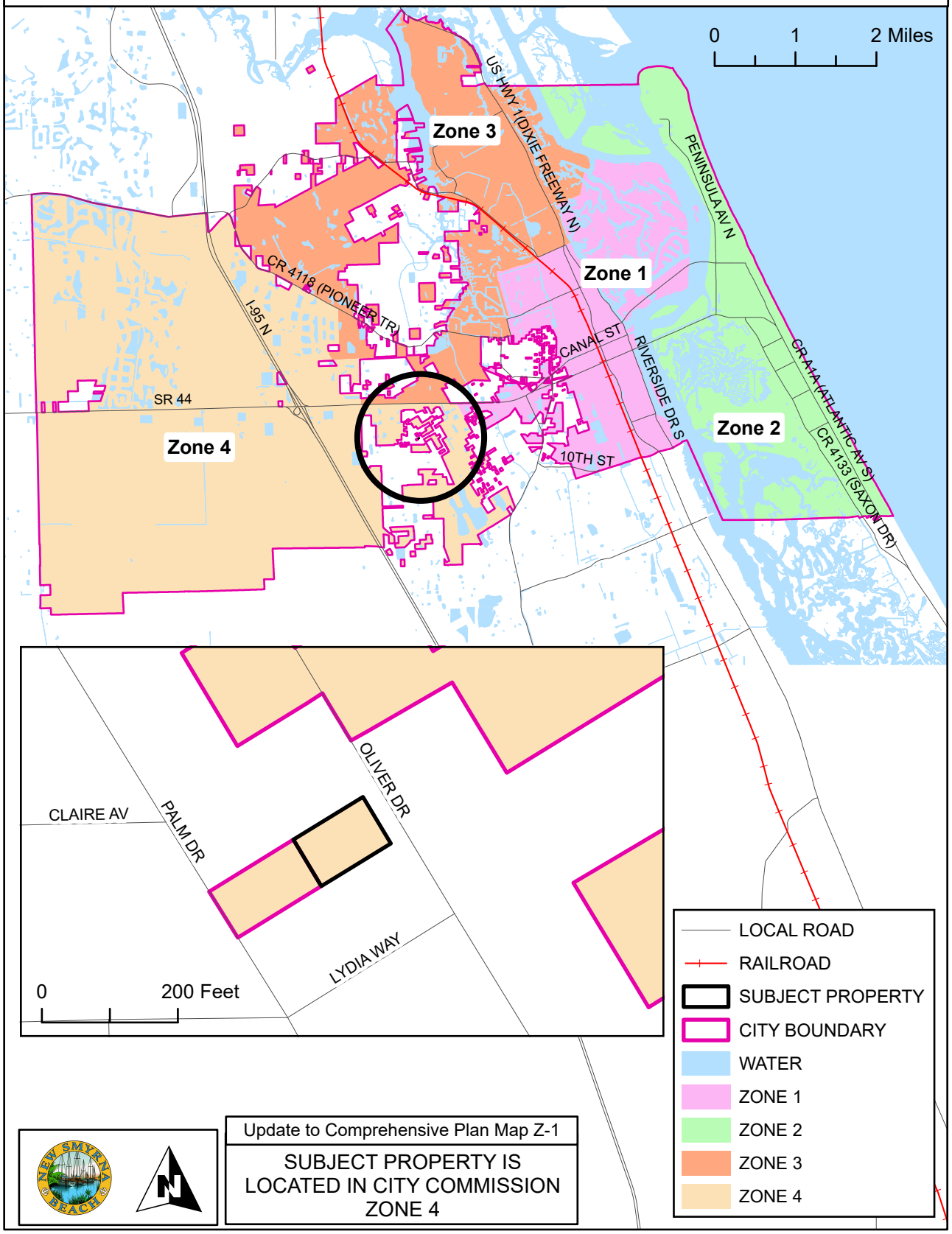


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

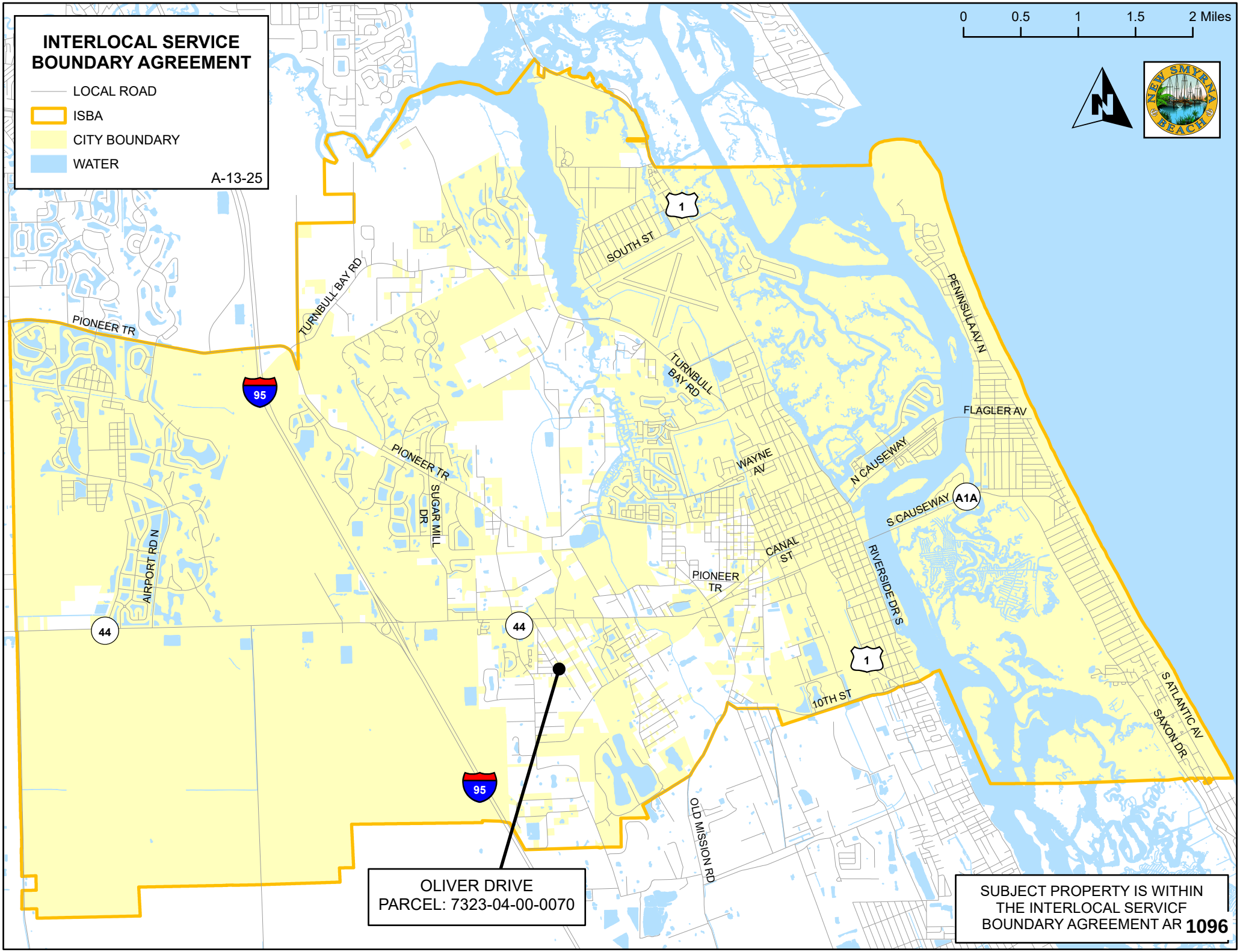
COMMISSION ZONES

A-13-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-13-25
0 0.5 1 1.5 2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
OLIVER DRIVE
PARCEL: 7323-04-00-0070
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1096

LEGAL DESCRIPTION

Address:
Oliver Drive, New Smyrna Beach, Florida 32168

Parcel Number
7323-04-00-0070

AltKey Number:
8030439

Metes and Bounds by Kenneth Bohannon, Esq.

LOT 7, OLIVER ESTATES; ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGE 119, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

10/9/2025 10:36:41 AM Instrument #2025189500 #1 Book:8765 Page:398
Doc Stamps $560.00 Transfer Amt $80,000.00

Prepared by/ Return to:
Kenneth Bohannon, Esq.
221 N Causeway Ste A
New Smyrna Beach, FL 32169

(Space above this line reserved for recording office use only)

WARRANTY DEED

1. IDENTIFICATION OF GRANTOR

Grantor's name and address is: Robert Nelson Fahlstrom and Jesica Carol Fahlstrom, as husband and wife
594 Oliver Drive
New Smyrna Beach, FL 32168

The word "I" or "me" as hereafter used means the Grantor.

2. IDENTIFICATION OF GRANTEE

Grantee's name and address is: Rachel Troian and Kyle Trioan, as a married couple
579 Palm Drive
New Smyrna Beach, FL 32168

The word "you" as hereafter used means the Grantee.

3. MEANINGS OF TERMS

The terms "I," "me," "you," "grantor," and "grantee," shall be non-gender specific ((i) masculine, (ii) feminine, or (iii) neuter, such as corporations, partnerships or trusts), singular or plural, as the context permits or requires, and include heirs, personal representatives, successors or assigns where applicable and permitted.

4. DESCRIPTION OF REAL PROPERTY CONVEYED

Property hereby conveyed (the "Real Property") is described as follows:

Lot 7, Oliver Estates, according to the plat thereof as recorded in Plat Book 27, Page 119, of the Public Records of Volusia County, Florida.

The Property Appraiser's Parcel Identification Number is 732304000070.

5. Deed Restriction Language

This conveyance is expressly made subject to the following restrictions, which shall run with the

land and be binding upon the Grantee(s), their heirs, successors, and assigns for a period of eight (8) years from the date of this Deed, unless terminated earlier pursuant to the provisions herein:

a) **Use and Development.** The Property shall not be developed or used for residential or commercial purposes as a primary dwelling or place of business during the restricted period. Permitted improvements shall be limited to accessory structures customarily appurtenant to a single-family residence, consistent with applicable zoning regulations, including but not limited to fences, detached garages or sheds, and accessory dwelling units (ADUs).

b) **Transfer Restrictions.** The Grantee(s) shall not sell, convey, or otherwise transfer the Property as a separate parcel of land during the restricted period. The Property may only be conveyed in conjunction with the sale of the Grantee(s)' adjoining primary residence, and any such conveyance shall expressly incorporate these deed restrictions.

c) **Termination.** These restrictions shall automatically terminate upon the expiration of the eight (8) year restricted period or upon the sale or conveyance by the Grantor of Grantor's real property located at 594 Oliver Drive, New Smyrna Beach, FL 32168 (Volusia Parcel ID No. 732304000060) during the eight (8) year restricted period. These deed restrictions may be terminated at any time by the written agreement of the Grantee and the Grantor, or their respective successors in interest. .

6. CONSIDERATION

Good and valuable consideration plus the sum of Ten Dollars ($10.00) received by me from you.

7. CONVEYANCE OF REAL PROPERTY

For the consideration described in Paragraph 5, I have granted, bargained and sold to you the Real Property to have and to hold in fee simple (estate in property unlimited as to duration, disposition and descendability) forever.

8. WARRANTY

I fully warrant the title to the Real Property and will defend the same against the lawful claims of all persons whomsoever except for covenants, reservations, restrictions and easements of record, if any.

9. NOT HOMESTEAD

I represent and warrant that the Real Property is neither the homestead or residence of myself or a member of my family, nor is the Real Property adjacent to the homestead or residence of myself or a member of my family.

10. EXCEPTIONS

This conveyance is subject to taxes for year 2025 and subsequent years.
Executed on October 7, 2025.

10/07/2025 (Date)
Robert Nelson Fahlstrom
594 Oliver Drive
New Smyrna Beach, FL 32168

10/7/25 (Date)
Jesica Carol Fahlstrom
594 Oliver Drive
New Smyrna Beach, FL 32168

Signed in the presence of:

10/7/25 (Date)
Haley Basista
221 North Causeway, Suite A
New Smyrna Beach, FL 32169
Witness

Signed in the presence of:

10/7/25 (Date)
Brittany Carlisle
221 North Causeway, Suite A
New Smyrna Beach, FL 32169
Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 7 day of October, 2025, by Robert Nelson Fahlstrom and Jesica Carol Fahlstrom, who is personally known to me or has produced FL DL as identification.

BRITTANY CARLISLE
Commission # HH 634516
Expires February 2, 2029

Notary Public - State of Florida

/s/ Brittany Carlisle

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 06-26 Small Scale Oliver Dr.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 06-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 0.22± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF OLIVER DRIVE, NORTH OF LYDIA WAY, 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, Rachel and Kyle Trioan, 579 Palm Drive, New Smyrna Beach, Florida 32168, applicants and property owners, have requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 0.22± acres of property generally located on the west side of Oliver Drive, north of Lydia Way, from Volusia County *Urban Medium Intensity* to City *Medium Density Residential*; to amend City Neighborhood 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 X Unshaded; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Residential Use* to City *Residential Use* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class B level of service roadway to the north and a local road to the east; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 4-lane roadway to the north and a local road to the east; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class D level of service roadway to the north and a local road to the east; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by a 4-lane roadway to the north and a local road to the east; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the severe limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard Area; to amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a boat slip siting restricted zone; to amend City Parks Map X-1 to show the subject property is within the City and served by neighborhood and

community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 4; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on December 1, 2025, 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* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

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

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

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

from Volusia County *Urban Medium Intensity* to City *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 X Unshaded

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

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Residential Use* to City *Residential Use.*

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

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class B level of service roadway to the north and a local road to the east.

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

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 4-lane roadway to the north and a local road to the east.

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

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

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

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

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

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

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

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

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

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class D level of service roadway to the north and a local road to the east.

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

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by a 4-lane roadway to the north and a local road to the east.

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

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

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

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with severe limitations.

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

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

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

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

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

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

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

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 4.

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

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on January 27, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §§163.3187(2) and 166.041(3)(a), Fla. Stat.

SECTION 20: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 21: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 22: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption,

it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 1/6/2026

EXHIBIT "A"

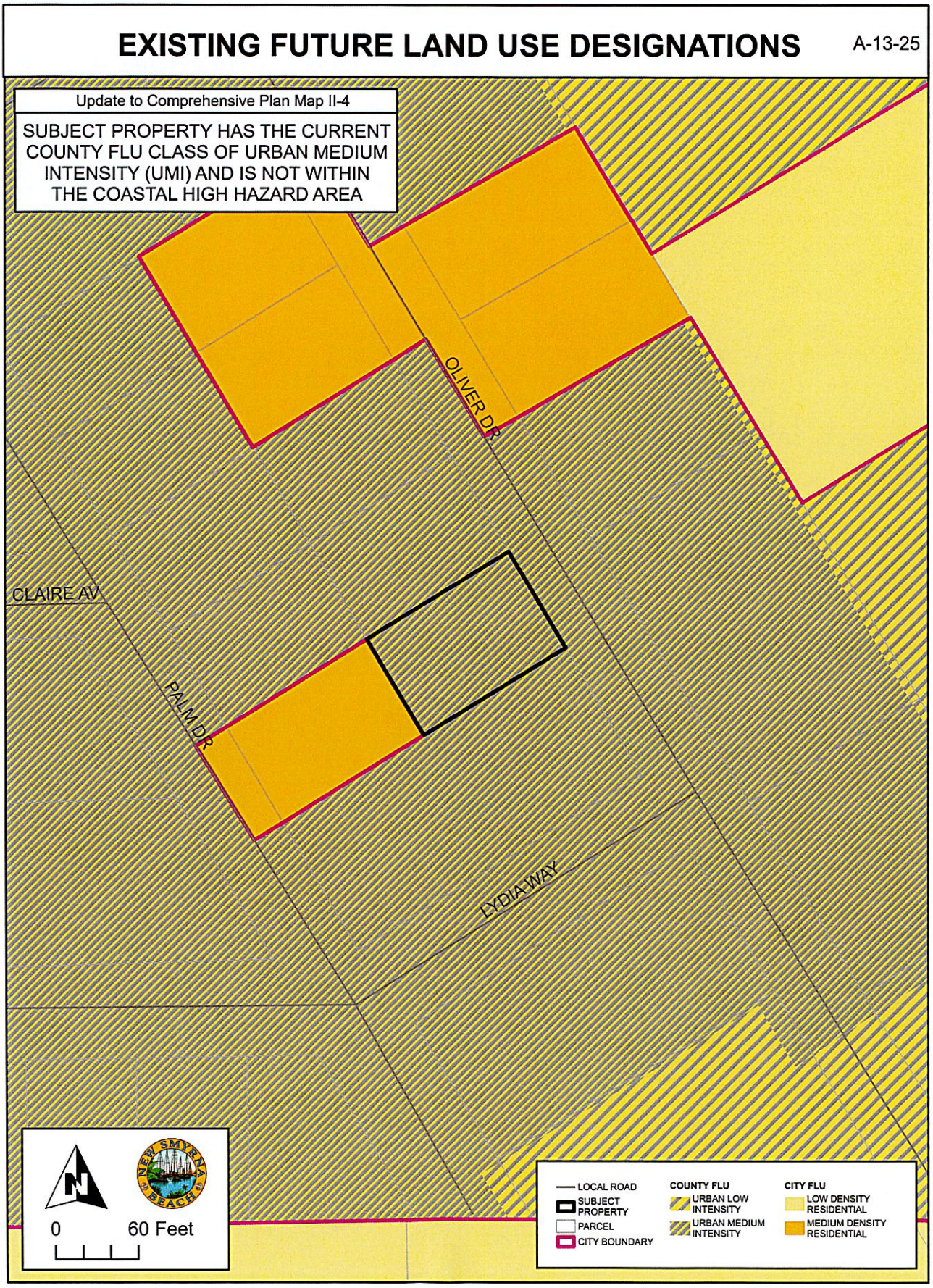

EXISTING FUTURE LAND USE DESIGNATIONS
A-13-25
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY HAS THE CURRENT COUNTY FLU CLASS OF URBAN MEDIUM INTENSITY (UMI) AND IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
OLIVER DR
CLAIRE AV
PALM DR
LYDIA WAY
0
60 Feet
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
COUNTY FLU
URBAN LOW INTENSITY
URBAN MEDIUM INTENSITY
CITY FLU
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL

EXHIBIT "A"

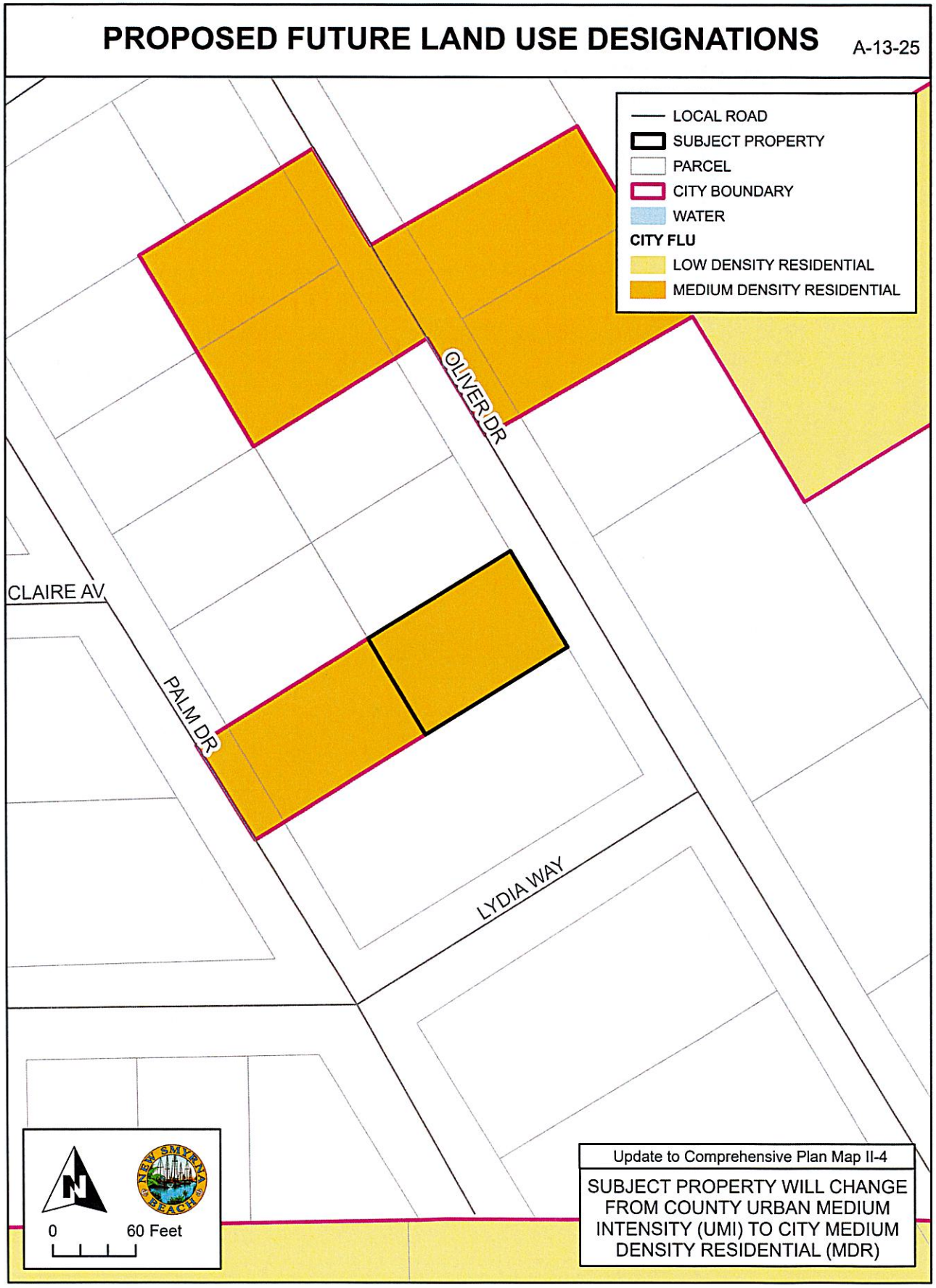

PROPOSED FUTURE LAND USE DESIGNATIONS
A-13-25
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
CITY FLU
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
OLIVER DR
CLAIRE AV
PALM DR
LYDIA WAY
0
60 Feet
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM COUNTY URBAN MEDIUM INTENSITY (UMI) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR)

EXHIBIT "B"

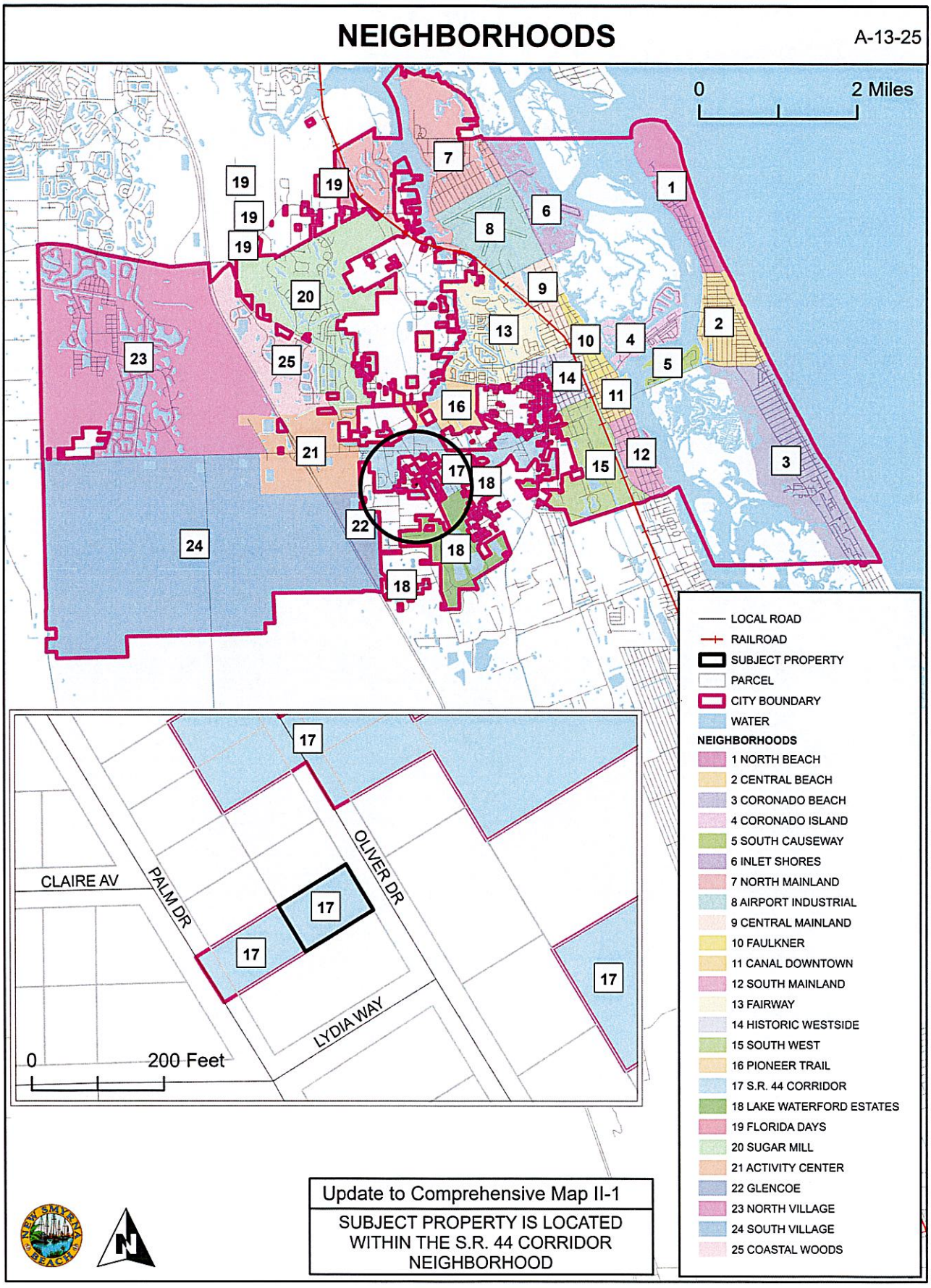

NEIGHBORHOODS
A-13-25
0
2 Miles
CLAIRE AV
PALM DR
OLIVER DR
LYDIA WAY
0
200 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
Update to Comprehensive Map II-1
SUBJECT PROPERTY IS LOCATED WITHIN THE S.R. 44 CORRIDOR NEIGHBORHOOD

EXHIBIT "C"

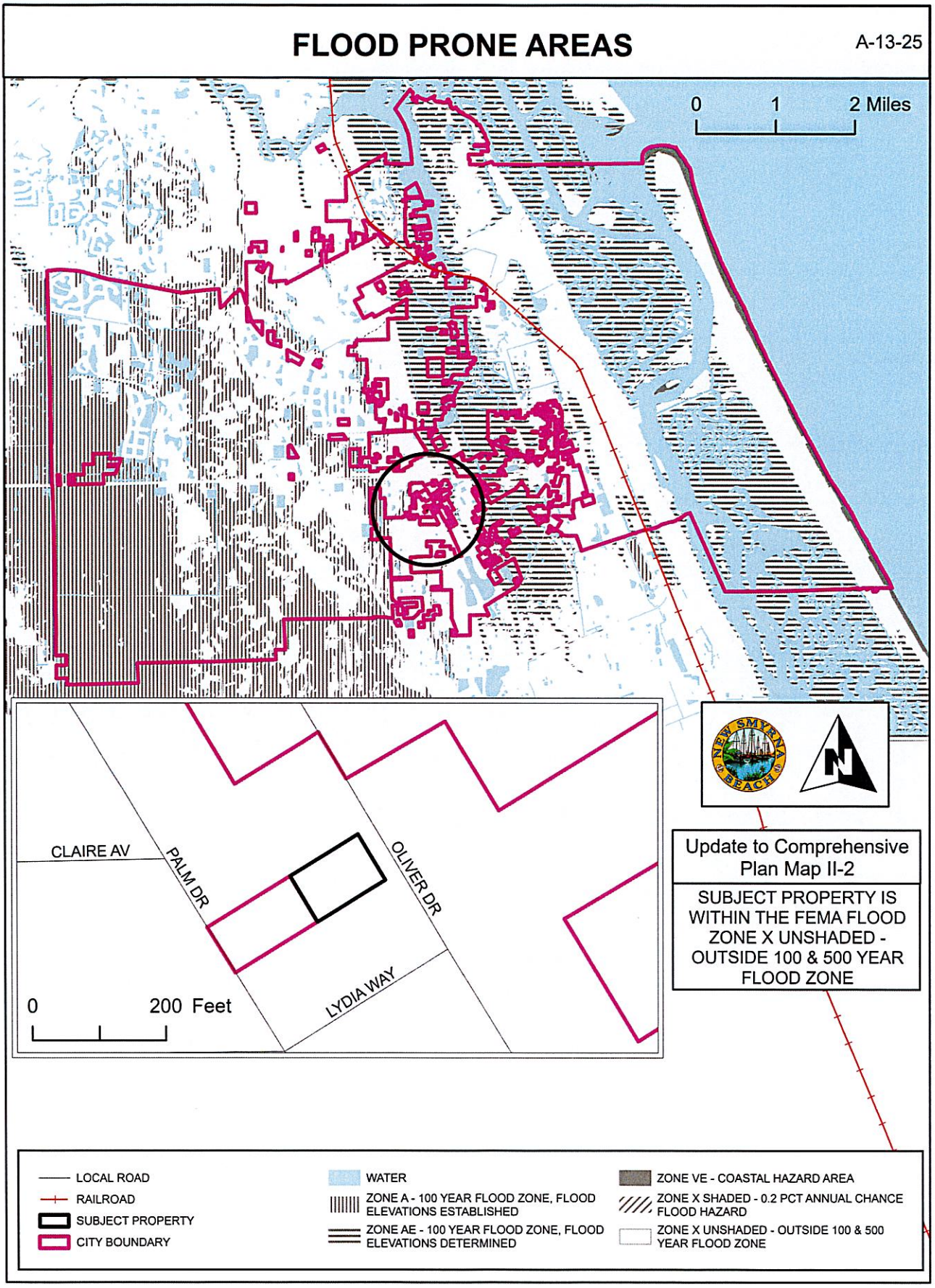

FLOOD PRONE AREAS
A-13-25
0 1 2 Miles
CLAIRE AV
PALM DR
OLIVER DR
LYDIA WAY
0 200 Feet
Update to Comprehensive Plan Map II-2
SUBJECT PROPERTY IS WITHIN THE FEMA FLOOD ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED
ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
ZONE VE - COASTAL HAZARD AREA
ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

EXHIBIT "D"

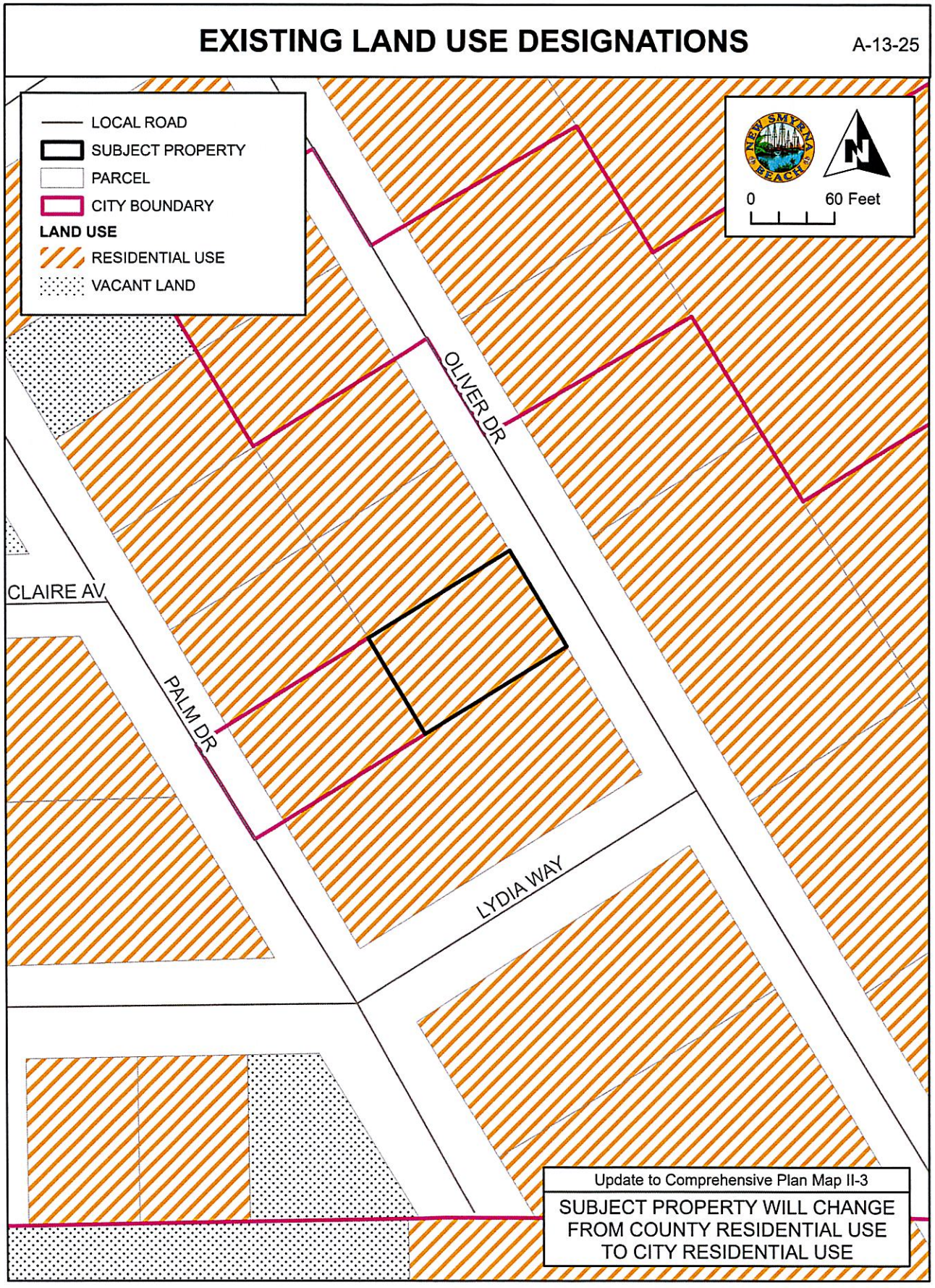

EXISTING LAND USE DESIGNATIONS
A-13-25
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
LAND USE
RESIDENTIAL USE
VACANT LAND
NEW SMYRNA BEACH
0
60 Feet
OLIVER DR
CLAIRE AV
PALM DR
LYDIA WAY
Update to Comprehensive Plan Map II-3
SUBJECT PROPERTY WILL CHANGE FROM COUNTY RESIDENTIAL USE TO CITY RESIDENTIAL USE

EXHIBIT "E"

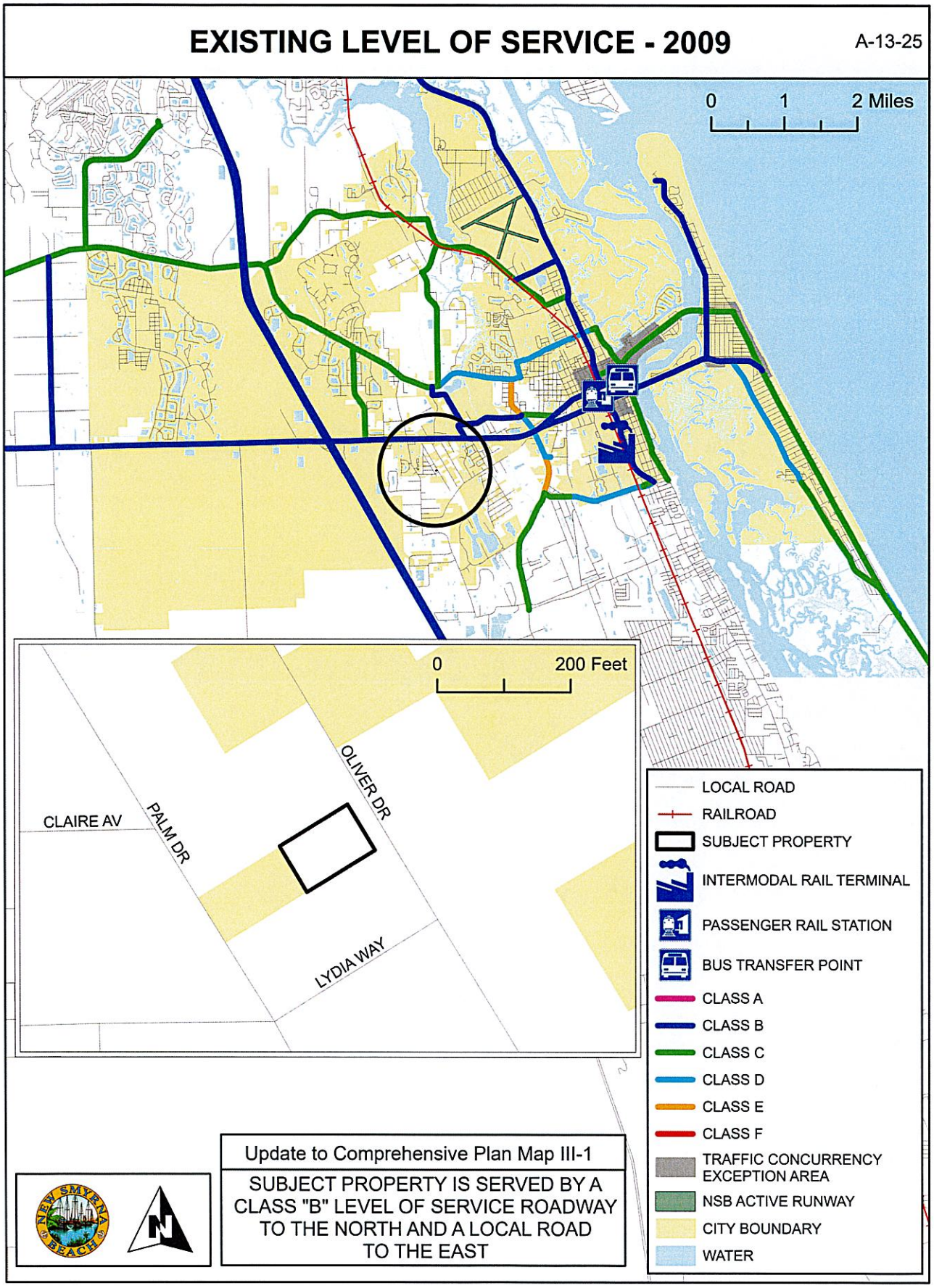

EXISTING LEVEL OF SERVICE - 2009
A-13-25
0 1 2 Miles
0 200 Feet
CLAIRE AV
PALM DR
OLIVER DR
LYDIA WAY
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-1
SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

EXHIBIT "F"

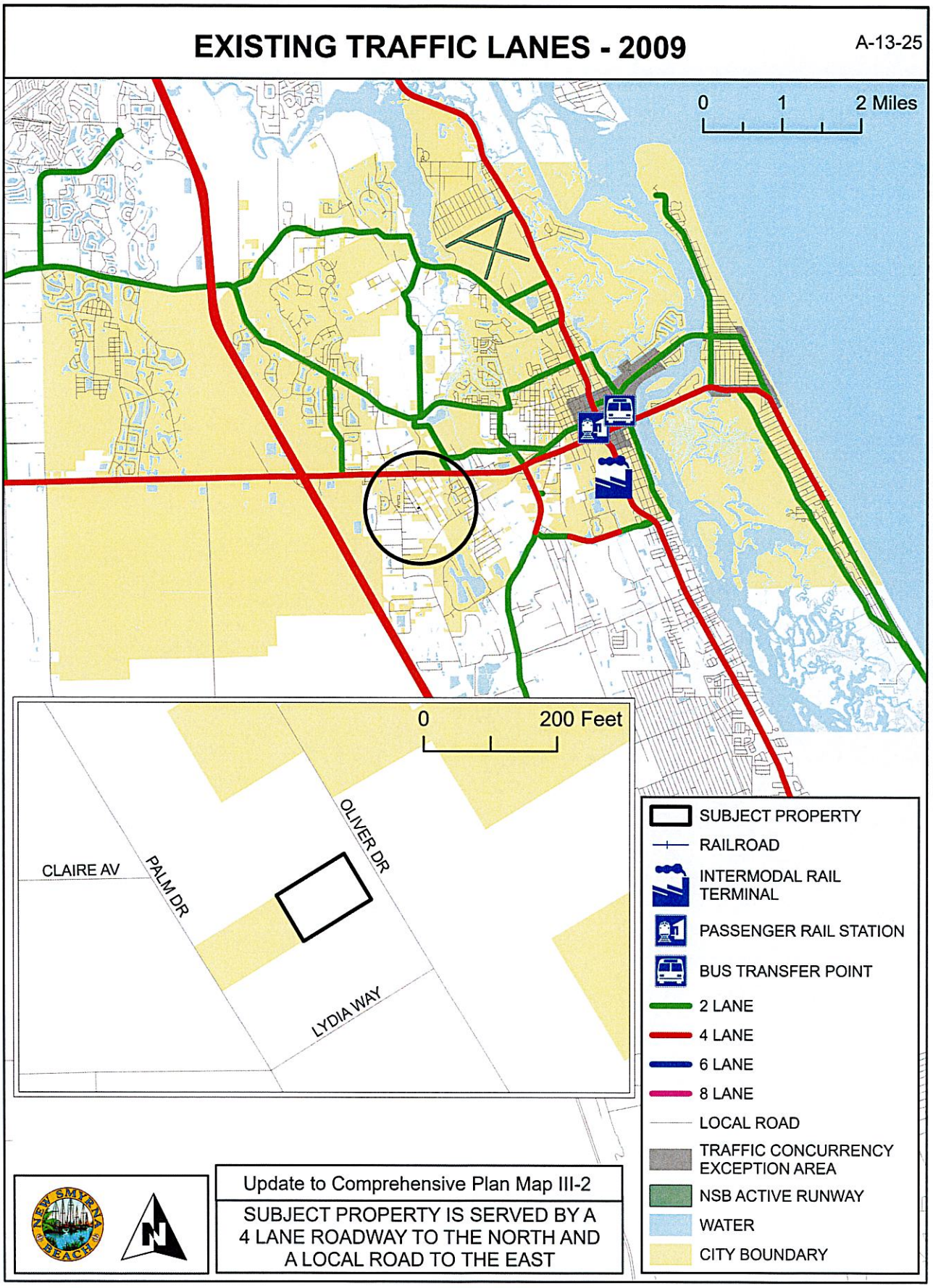
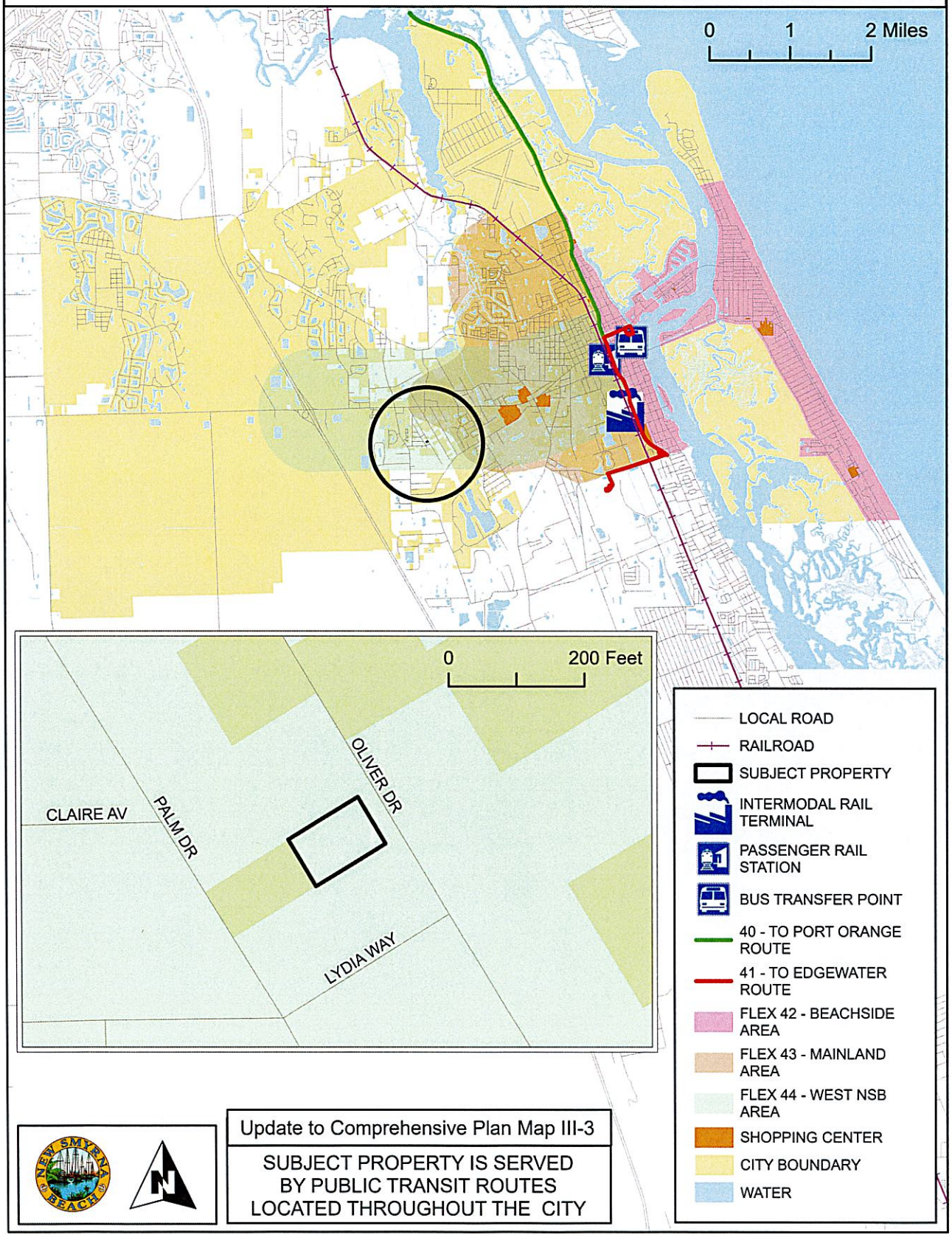

EXISTING TRAFFIC LANES - 2009
A-13-25
0 1 2 Miles
0 200 Feet
CLAIRE AV
PALM DR
OLIVER DR
LYDIA WAY
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

EXHIBIT "G"

PUBLIC TRANSIT ROUTES

A-13-25



Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "H"

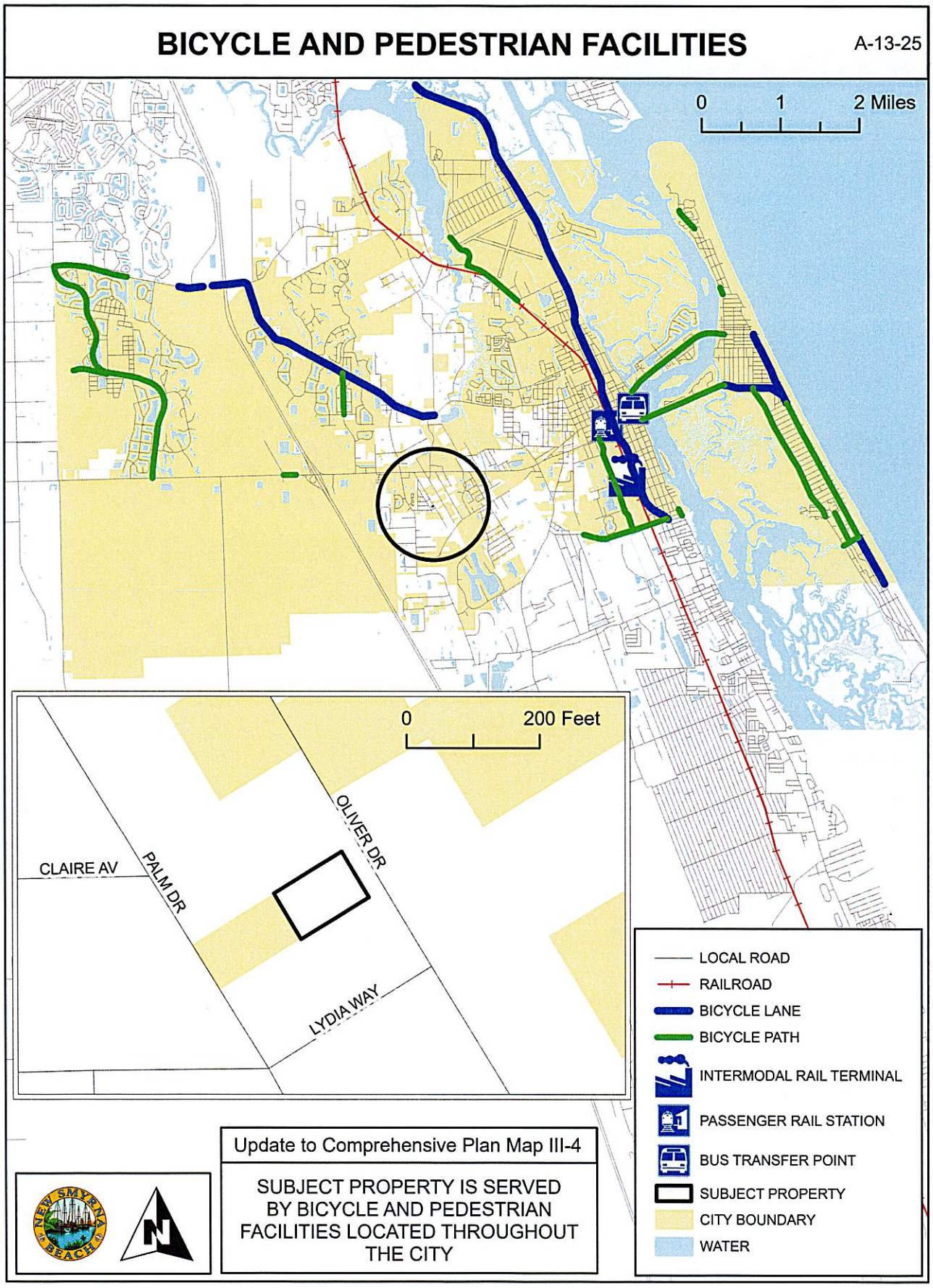

BICYCLE AND PEDESTRIAN FACILITIES
A-13-25
0
1
2 Miles
0
200 Feet
CLAIRE AV
PALM DR
OLIVER DR
LYDIA WAY
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

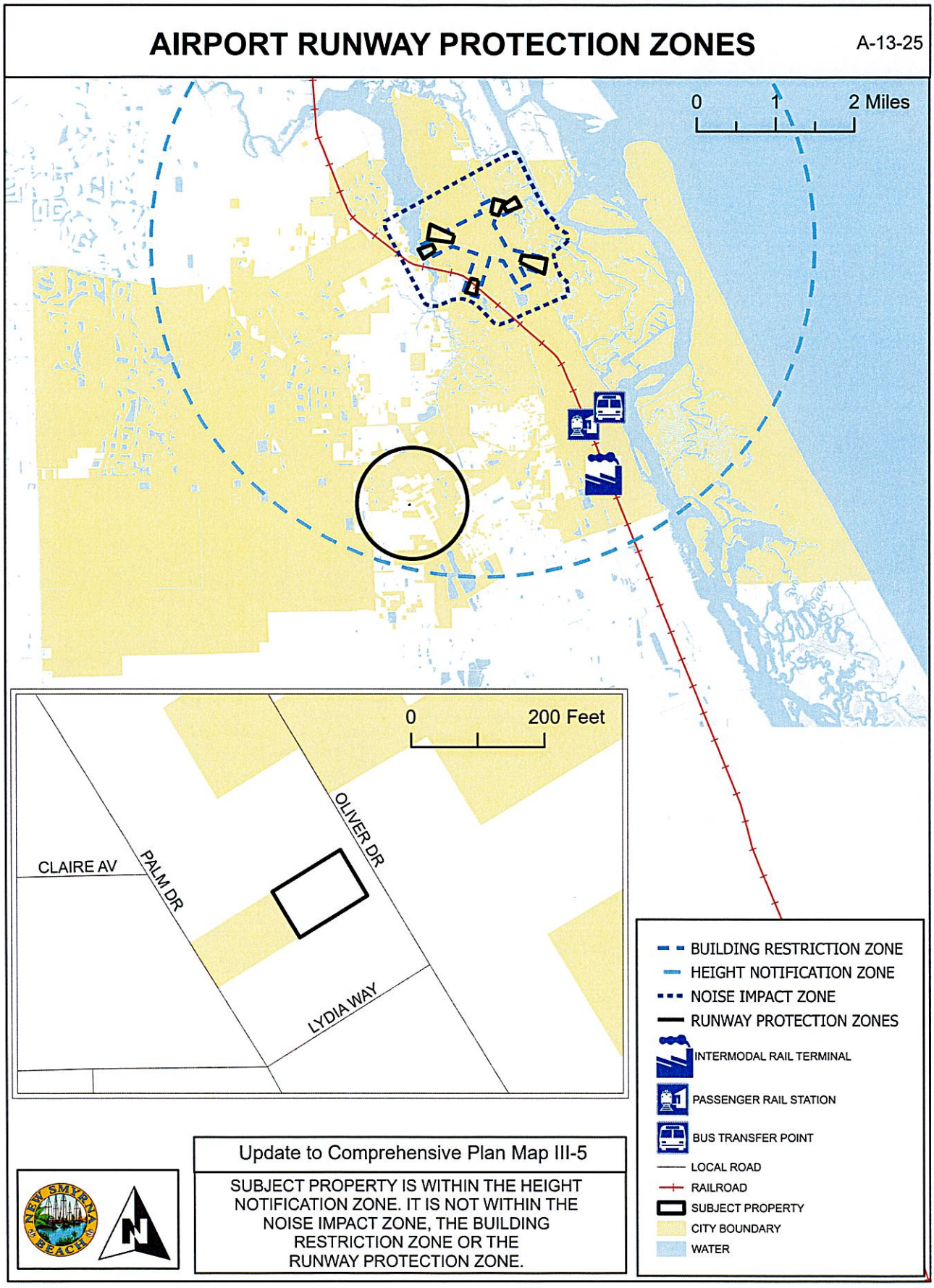

AIRPORT RUNWAY PROTECTION ZONES
A-13-25
0
1
2 Miles
0
200 Feet
CLAIRE AV
PALM DR
OLIVER DR
LYDIA WAY
BUILDING RESTRICTION ZONE
HEIGHT NOTIFICATION ZONE
NOISE IMPACT ZONE
RUNWAY PROTECTION ZONES
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY 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"

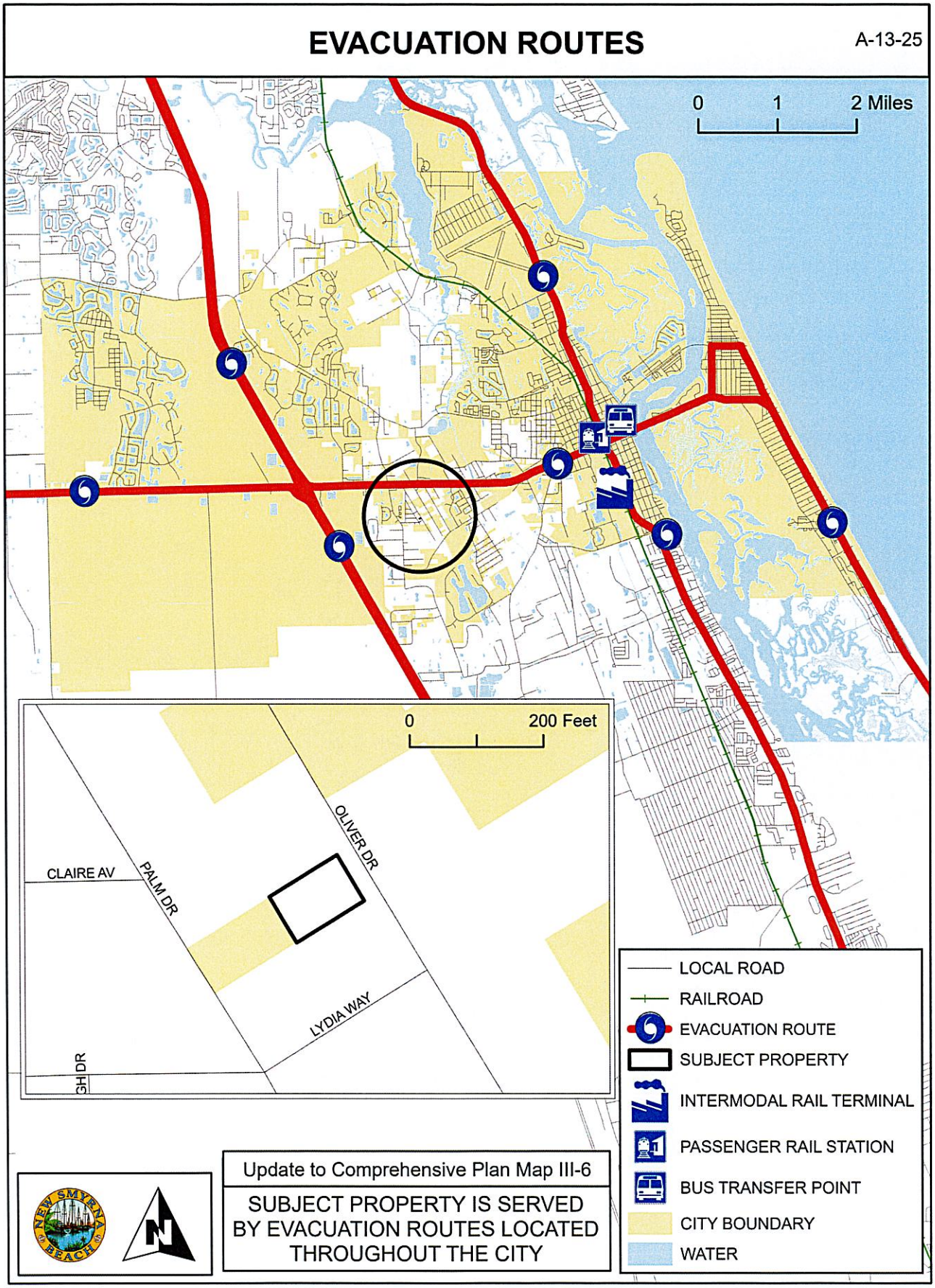

EVACUATION ROUTES
A-13-25
0
1
2 Miles
0
200 Feet
CLAIRE AV
PALM DR
OLIVER DR
LYDIA WAY
LOCAL ROAD
RAILROAD
EVACUATION ROUTE
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-6
SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

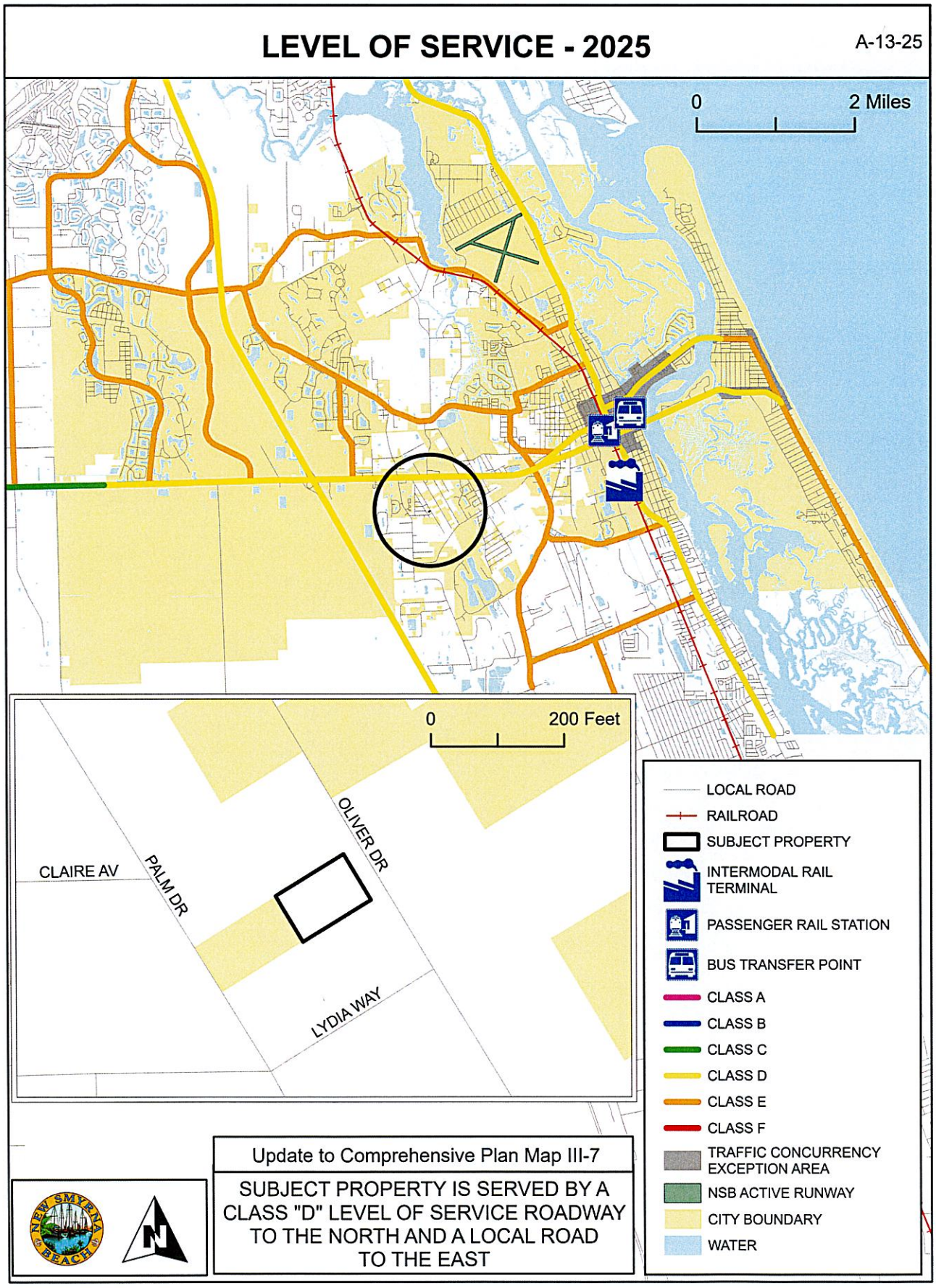

LEVEL OF SERVICE - 2025
A-13-25
0
2 Miles
A
0
200 Feet
CLAIRE AV
PALM DR
OLIVER DR
LYDIA WAY
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-7
SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST
N

EXHIBIT "L"

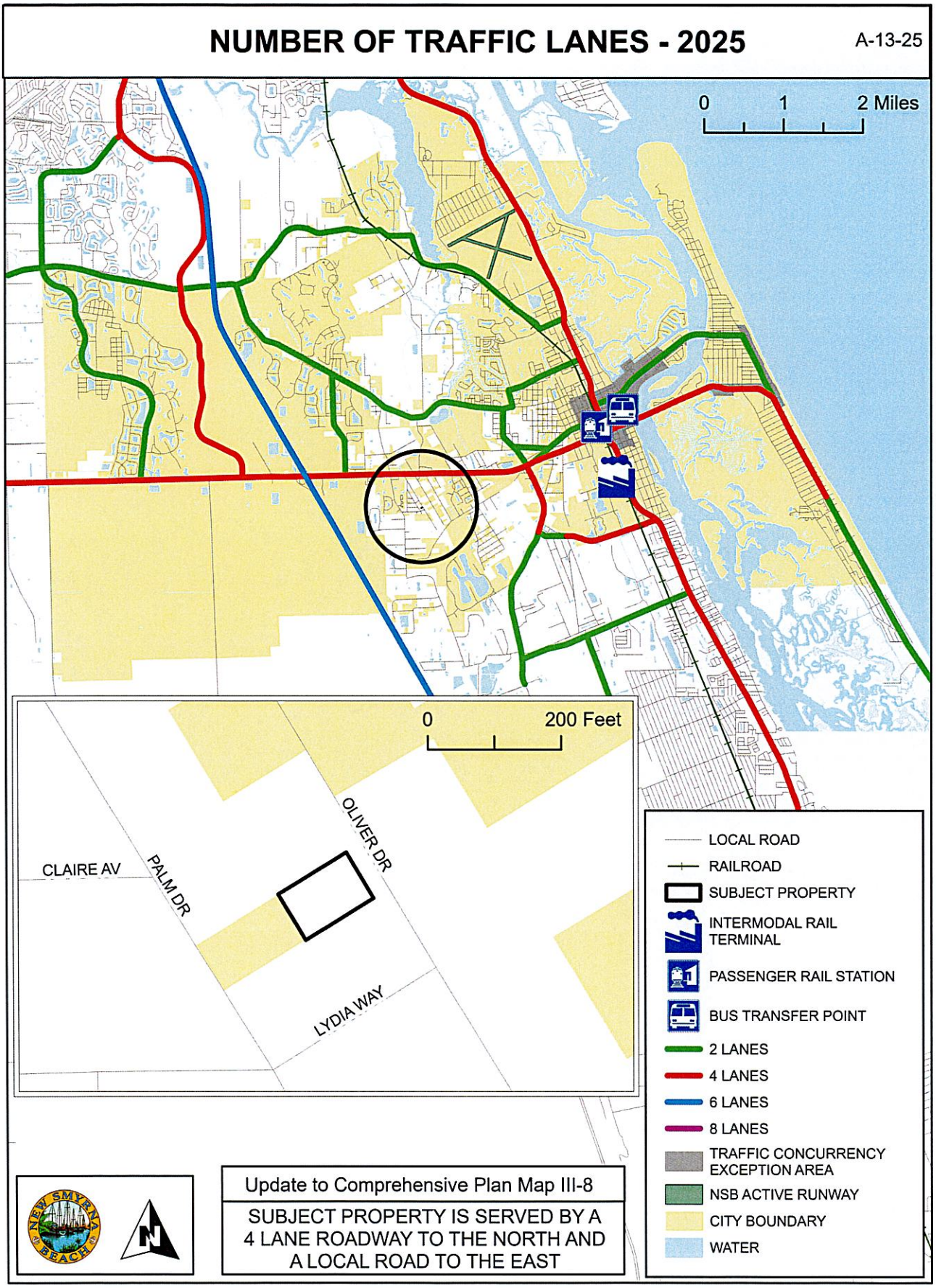

NUMBER OF TRAFFIC LANES - 2025
A-13-25
0 1 2 Miles
0 200 Feet
CLAIRE AV
PALM DR
OLIVER DR
LYDIA WAY
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

EXHIBIT "M"

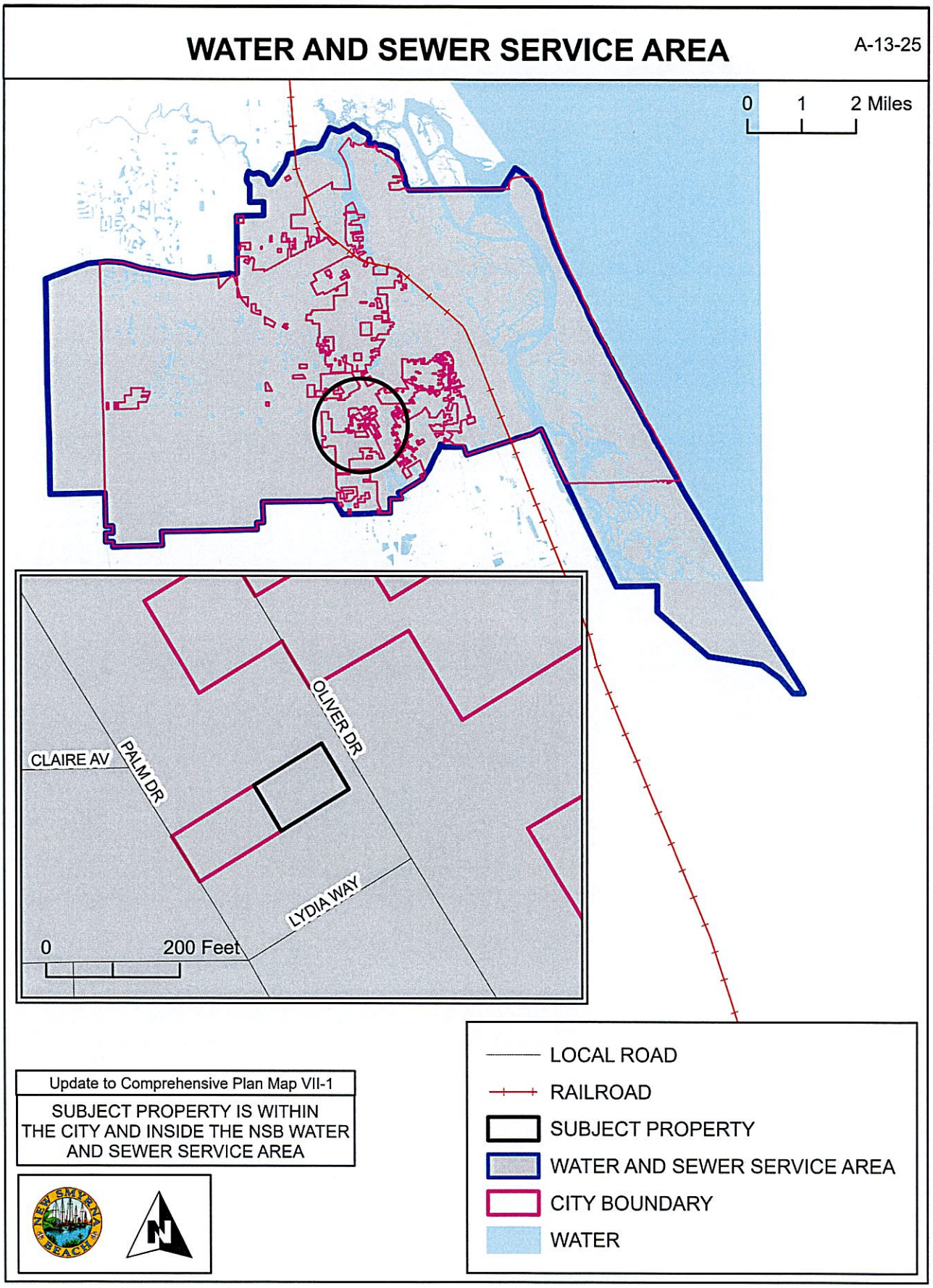

WATER AND SEWER SERVICE AREA
A-13-25
0 1 2 Miles
CLAIRE AV
PALM DR
OLIVER DR
LYDIA WAY
0 200 Feet
Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
WATER AND SEWER SERVICE AREA
CITY BOUNDARY
WATER

EXHIBIT "N"

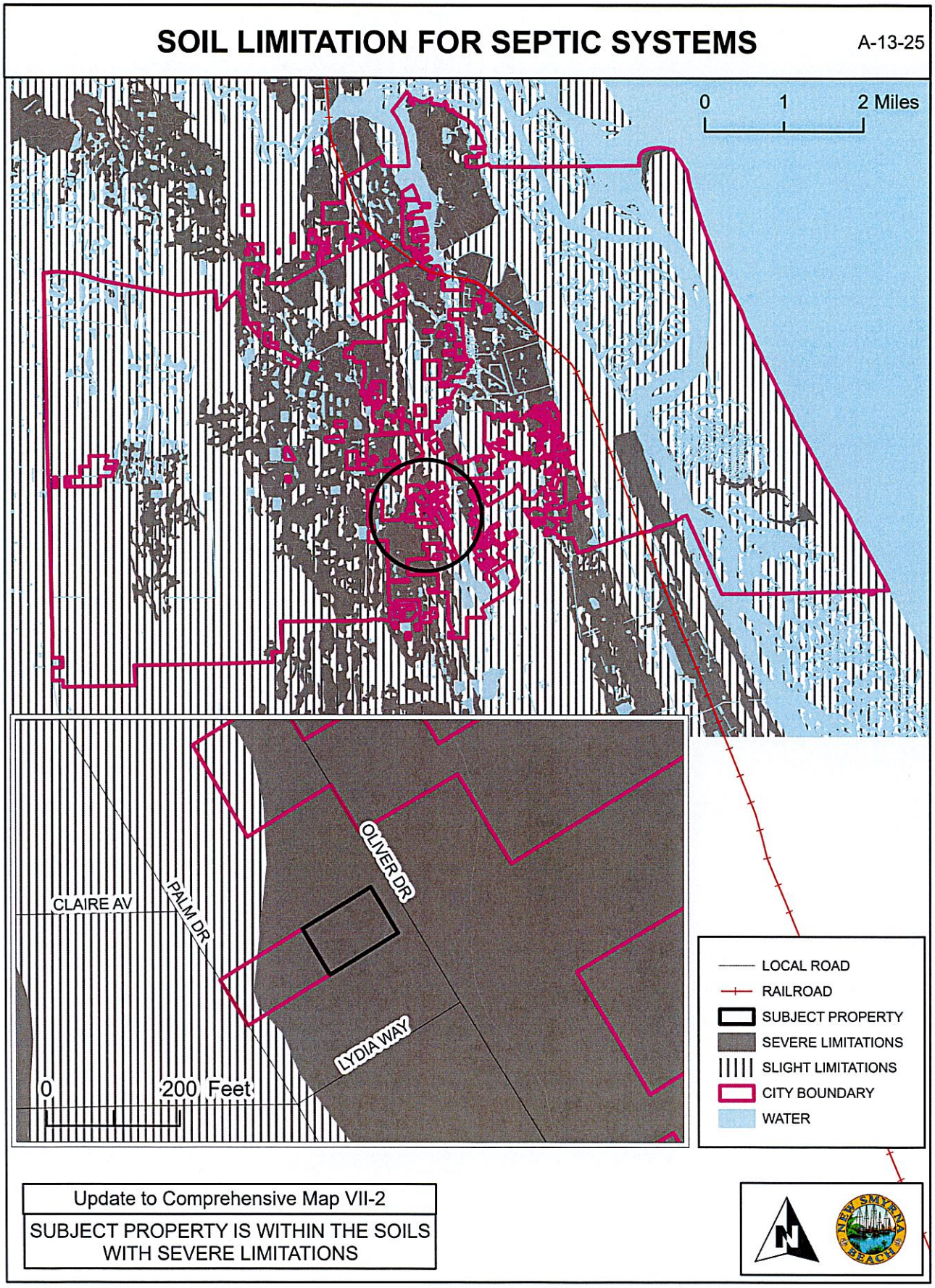

SOIL LIMITATION FOR SEPTIC SYSTEMS
A-13-25
0
1
2 Miles
CLAIRE AV
PALM DR
OLIVER DR
LYDIA WAY
0
200 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS
N
NEW SMYRNA BEACH

EXHIBIT "O"

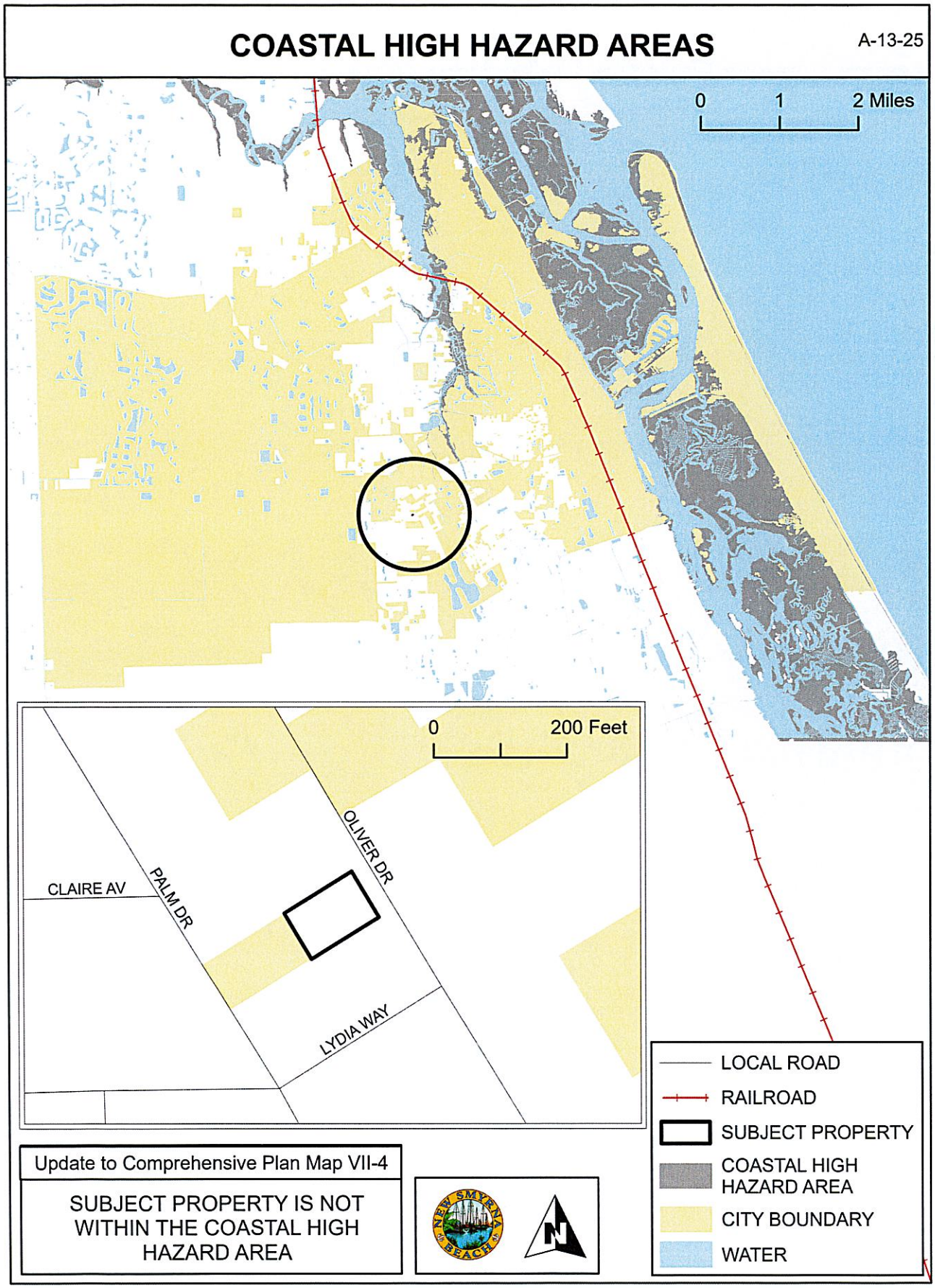
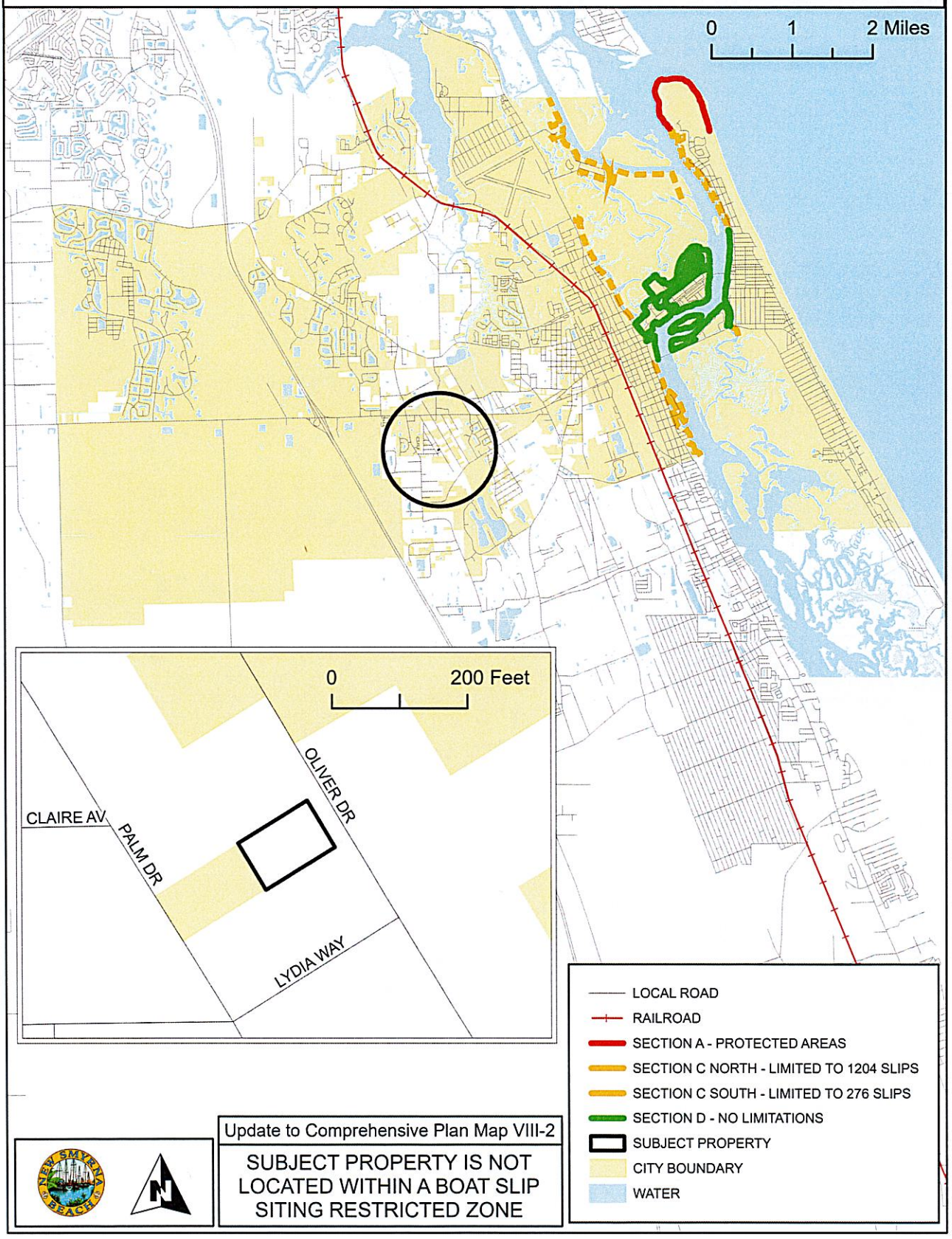

COASTAL HIGH HAZARD AREAS
A-13-25
0
1
2 Miles
0
200 Feet
OLIVER DR
CLAIRE AV
PALM DR
LYDIA WAY
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
NEW SMYRNA BEACH

EXHIBIT "P"

BOAT SLIP SITING

A-13-25



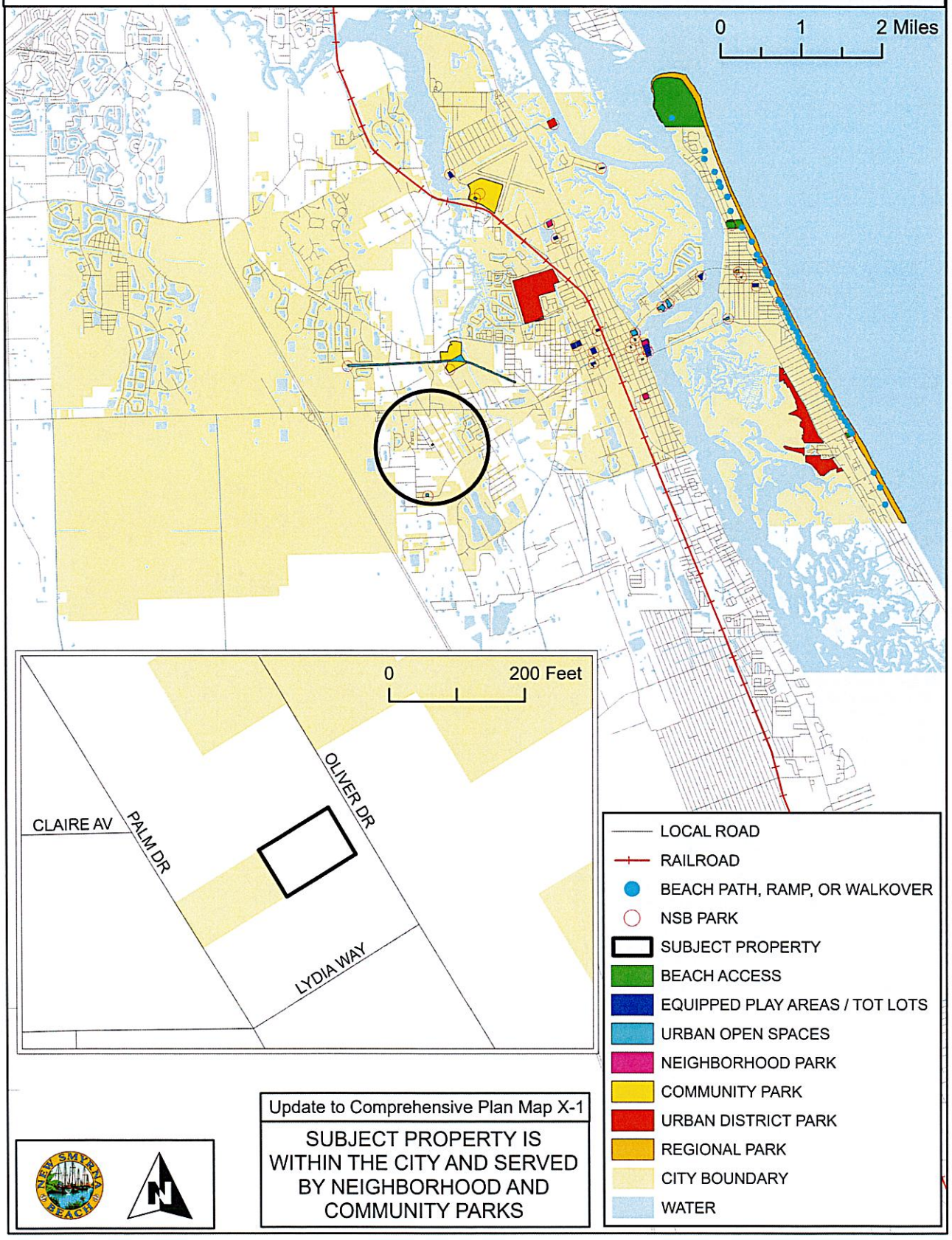
Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"

CITY PARKS

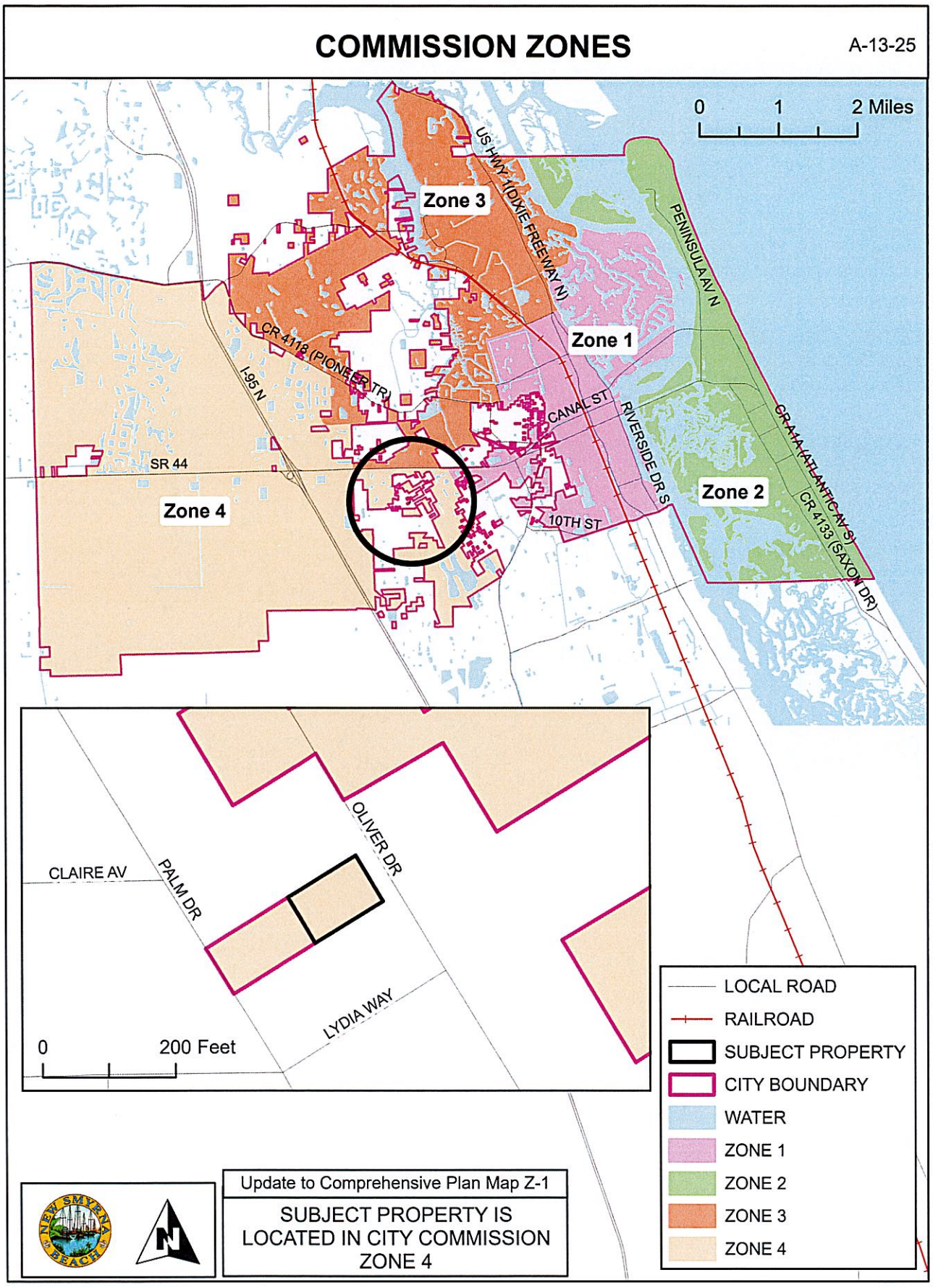
A-13-25



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-13-25
0 1 2 Miles
Zone 3
Zone 1
Zone 2
Zone 4
US HWY 1(DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR 4A (ATLANTIC AV S)
CR 4133 (SAXON DR)
OLIVER DR
CLAIRE AV
PALM DR
LYDIA WAY
0 200 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 07-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED AT A SECOND READING AND PUBLIC HEARING, WOULD REZONE APPROXIMATELY 0.22 ± ACRES OF LAND TO R-2, SINGLE-FAMILY RESIDENTIAL ON PROPERTY LOCATED ON OLIVER DRIVE AS PART OF AN OVERALL ANNEXATION APPLICATION.

January 13, 2026

Background:

Applicant and Property Owners: Kyle and Rachel Troian, 579 Palm Drive, New Smyrna Beach, Florida 32168.

Request: Rezoning:

- **From:** Volusia County zoning designation of R-4, Urban Single Family Residential with an "A" attached for Airport Height Notification Zone.
- **To:** City zoning designation of R-2, Single Family Residential with an "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 0.22 ± acres.
- **Location:** West side of Oliver Drive, north of Lydia Way.

Tax I.D. Number: 7323-04-00-0070

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City of New Smyrna Beach, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Oliver Drive is undeveloped. A location map is attached as **Exhibit A** and an

aerial map is attached as **Exhibit B**.

The existing Volusia County zoning designation of the subject property is shown on the following map as **Exhibit C**. The associated current zoning text description for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. The existing County FLU category is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential. The proposed City FLU category 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 designation, and a map of the proposed changes are similarly attached as **Exhibits F** and **G**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Oliver Drive is undeveloped with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

The ISBA map is attached as **Exhibit H**. The legal description and Warranty Deed are attached as **Exhibits I** and **J**.

Recommendations:

At its regular scheduled meeting on December 1, 2025, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested rezoning to City R-2, Single Family Residential with an “A” attached for Airport Height Notification Zone as part of an overall annexation application.

The Planning Department also recommends the City Commission to **approve** the requested rezoning to City R-2, Single Family Residential with an “A” attached for Airport Height Notification Zone as part of an overall annexation application.

Fiscal Analysis:
N/A

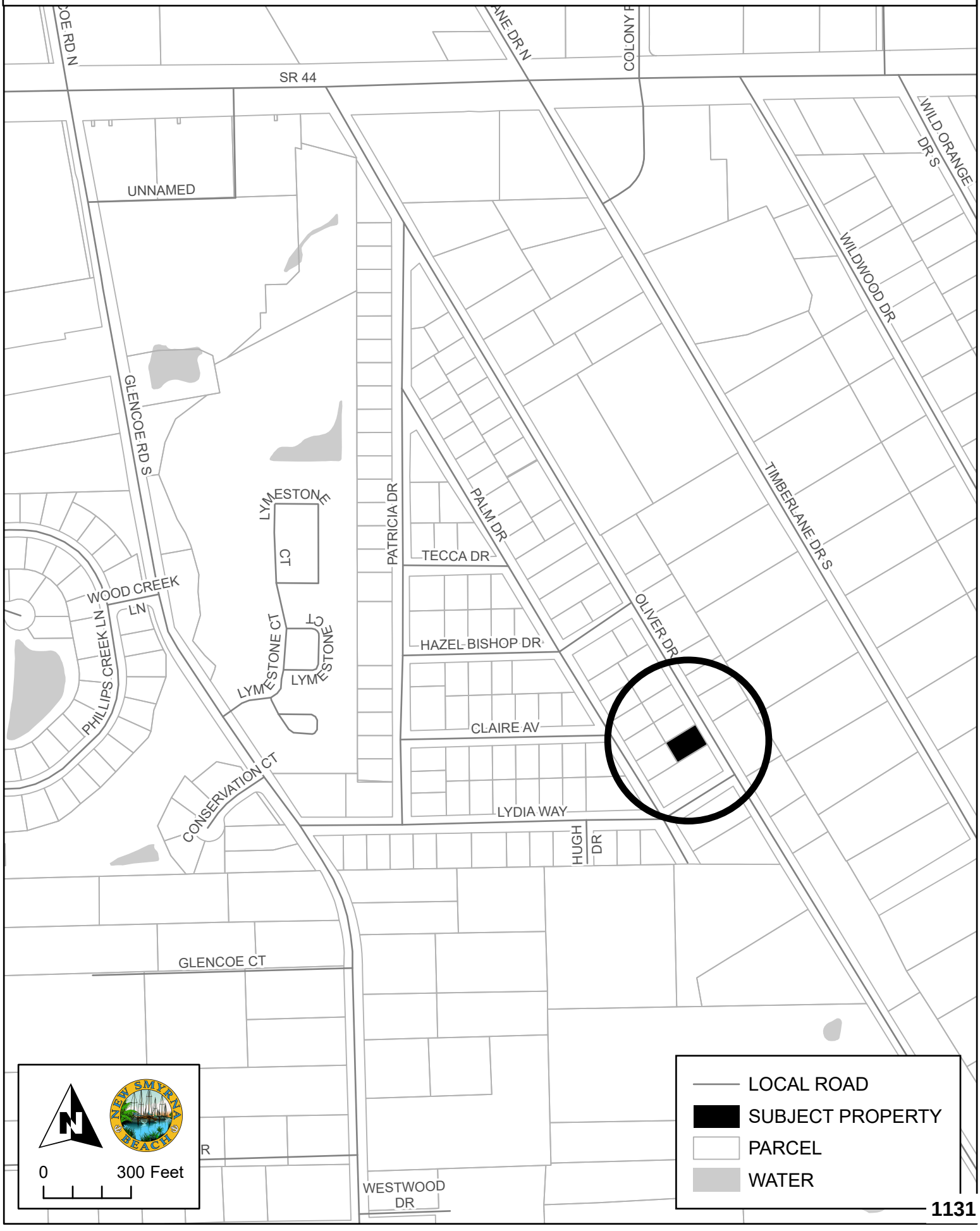
Strategic Plan Item:
Yes

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D County R-4 Zoning Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City R-2 Zoning Text.pdf
Exhibit G Proposed Zoning Map.pdf
Exhibit H Interlocal Service Boundary Agreement Map.pdf
Exhibit I Legal Description.pdf
Exhibit J Warranty Deed.pdf
Business Impact Estimate - Ord 07-26 Oliver Dr.pdf
Ord 07-26 Rezoning Oliver Dr.pdf

A-13-25: OLIVER DRIVE
PARCEL: 7323-04-00-0070 LOCATION MAP

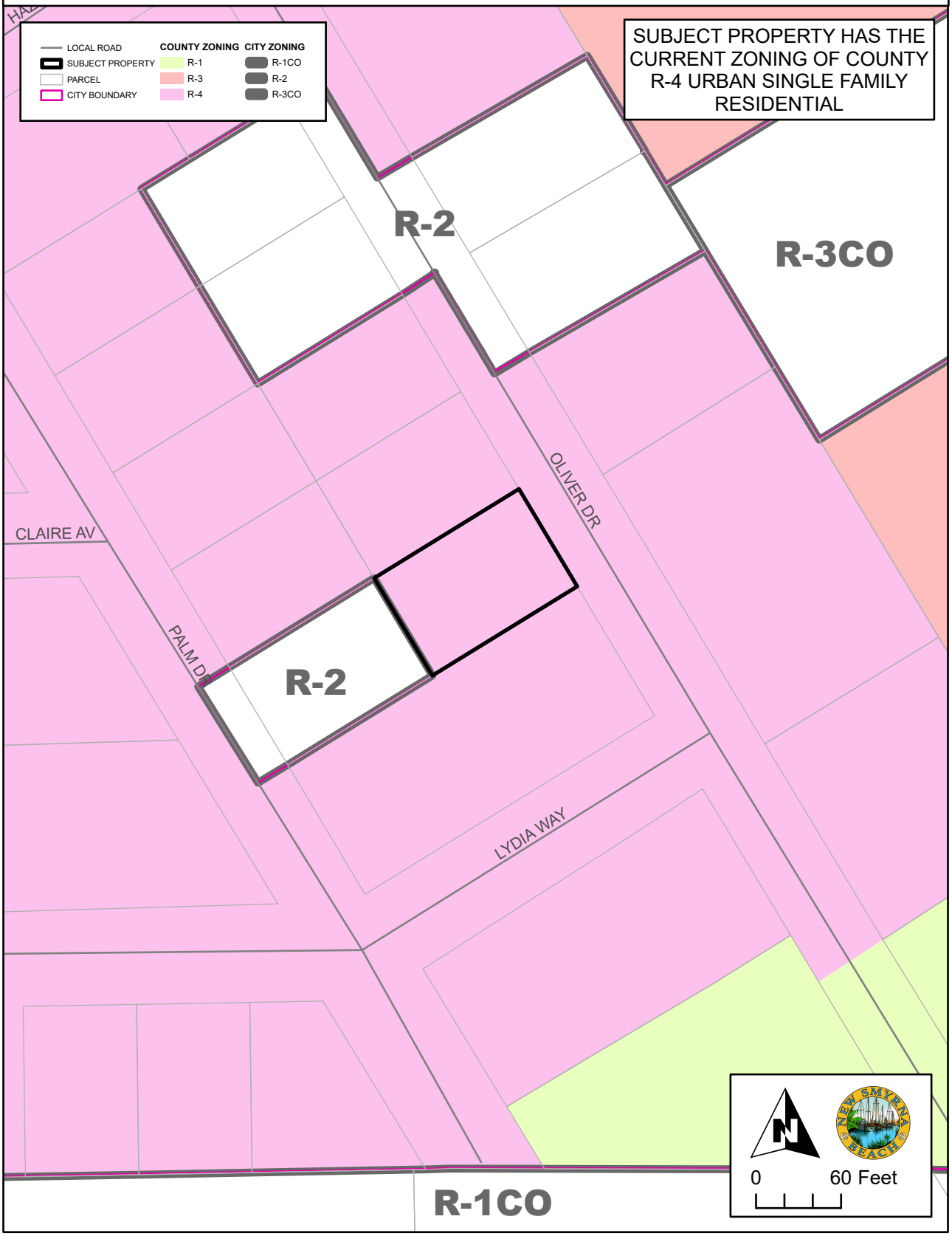


A-13-25: OLIVER DRIVE
PARCEL: 7323-04-00-0070 AERIAL MAP



EXISTING ZONING

A-13-25



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-based business (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 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.

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.

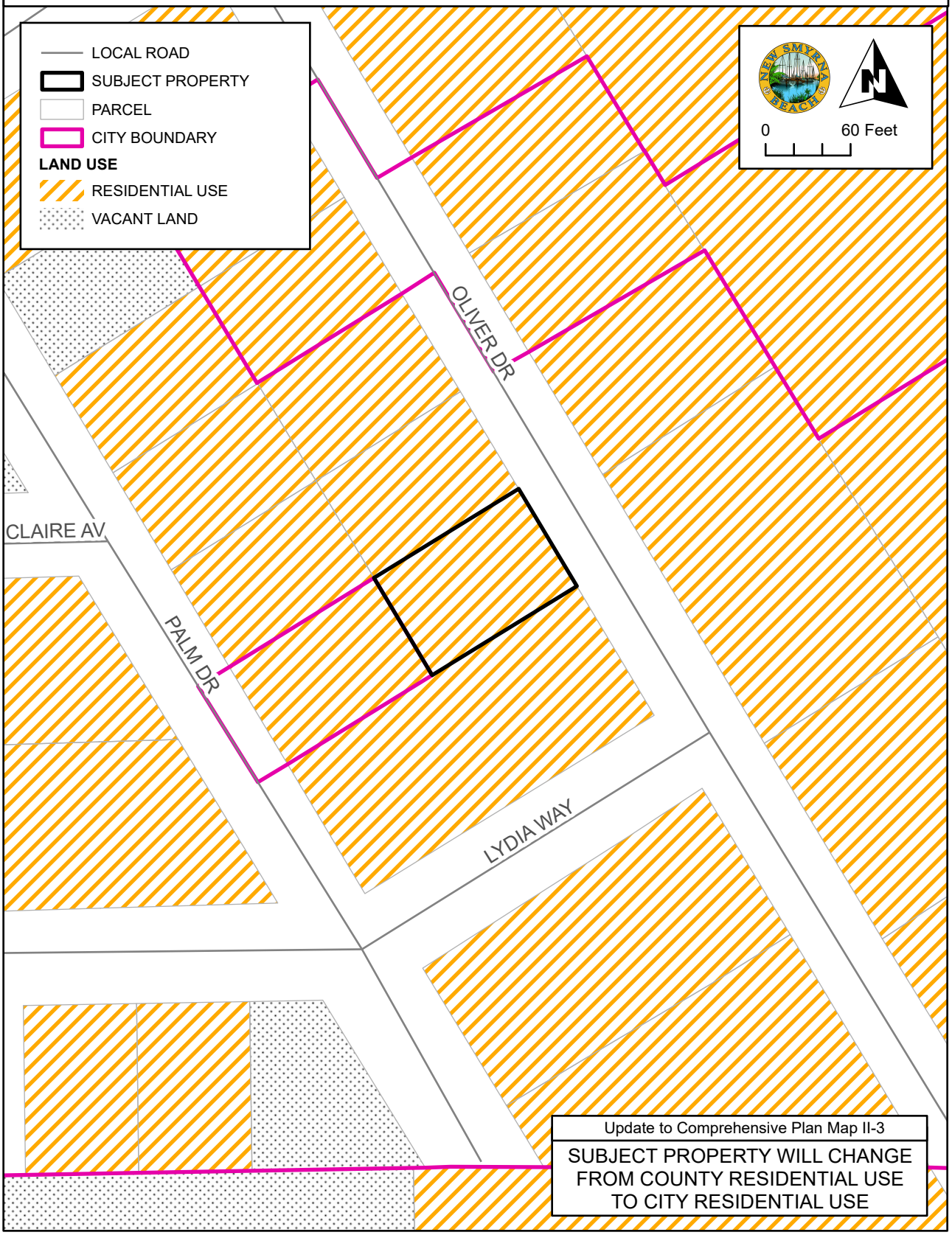
Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

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-13-25



R-2 SINGLE FAMILY RESIDENTIAL DISTRICT

Intent:

The R-2 district is intended to be a single-family residential district for low population densities. Existing development and usage has resulted which is being preserved in order to stabilize the neighborhood. The nature of the residential use of the property throughout the district will enhance the prospects for orderly future residential development.

Permitted Uses:

Playfields
Playgrounds
Public Parks
Recreation Buildings and Complexes for exclusive use by residents and guests in a residential development
Single Family Dwelling Units

Permitted Accessory Uses:

Garages
Gazebos
Incidental Uses
Permitted Home Occupations
Storage Sheds
Swimming pools, private, provided a principal structure exists and the pool is located behind the front plane of the principal structure. Corner lots will be considered to have two front planes, one on each street. If a structure is not constructed squarely on a parcel, the swimming pool must be located at or behind the most restrictive front plane of the principal structure. **Ord. #30-10**
Open Front Porches, up to 10 feet into the front yard setback, subject to the following conditions:
Open Front Porch shall not be enclosed in any manner,
Open Front Porch must be open wall construction without screen,
Open Front Porch shall have a similar roofing material as the primary structure,
Open Front Porch front building line shall be measured from the vertical support column. **Ord. #75-16**

Uses customarily associated with the permitted principal uses

Special Exceptions:

Child day care on a house of worship property, subject to the following additional conditions:

1. The house of worship property shall be located on and be accessible by an arterial or collector roadway.

2. Play areas shall be fenced and landscaped. The landscaping shall have a vegetative hedge that will reach six feet in height within two years that is planted a minimum of three feet on center.

3. Play areas shall be located within all applicable setback dimensions.

4. The house of worship property shall have a vehicular drop off and pickup area with a minimum 100 feet of drive lane outside of the public right-of-way, or sufficient parking area to provide enough space to fit the required parking and provided space for drop off and pick up. **Ord. #04-00**

Facilities owned and/or operated by federal, state, county or municipal government except country clubs and golf courses

Schools and or a house of worship provided all structures are located at least thirty-five (35) feet from all side or rear property lines and off-street parking areas abutting residential property are screened by a buffer meeting the requirements of this LDR. **[Revised 3/27/00]**

Dimensional Requirements:

Minimum Lot Size:

Area	8,625 square feet
Depth	115 feet
Width	75 feet

Minimum Yard Size:

Front yard	30 feet or as required per Section 504.01(M) of this LDR
Rear yard	7.5 feet
Side yard	7.5 feet

Maximum Building Coverage:

The total area covered with buildings on any lot shall not exceed 40% of the total lot area. **Ord. #78-98**

Screen Enclosures:

As an exception to the maximum building coverage provision any parcel may be allowed an additional ten percent (10%) building coverage for only a screen pool enclosure if the following conditions are met:

1. A screen pool enclosure shall only cover the swimming pool and surrounding pool deck and shall have a roof and walls consisting entirely of screening; and
2. There shall be no variances granted to exceed the maximum building coverage or additional coverage allowed for screen enclosures.

Ord. #05-09

Maximum Impervious Lot Coverage:

The total area of the lot that may be covered with impervious material is sixty (60) percent.

Maximum Principal Building Height:

Thirty-five (35) feet.
Three (3) stories.

Minimum Floor Area Requirements:

750 square feet of livable area for one and two-bedroom dwelling units; 1200 square feet of livable area for a three-bedroom dwelling unit; and 1300 square feet livable area for a four-bedroom dwelling unit. **[Revised 7-1-03]**

Corner Lots:

(1) Parcels which front on two streets shall provide a thirty (30) foot front yard on one street frontage and a 15 foot half depth front yard on the other street, or as required per Section 504.01(M) of this LDR.

(2) Parcels fronting on three streets shall provide two thirty (30) foot front yards and a 15 foot half depth front yard on the remaining street or as required per Section 504.01(M) of this LDR. **Ord. #23-00**

Driveway Access

The minimum driveway length shall be 20 feet (excluding portion of a driveway within the public right-of-way). **Ord. #23-00**

Through Lots:

Through lots shall provide a 30-foot front yard on each street, or as required per Section 504.01(M) of this LDR.

Atypical Lots:

Visibility triangles shall be established at the rear corners of an atypical lot. The visibility triangles shall be those areas formed by a line connecting the points 30 feet from the intersection of the side and rear lot line along the side lot line and 30 feet from the intersection of the side and rear lot line along the rear lot line; no principal or accessory

structure having a height over 4 feet, except for incidental uses, shall protrude into the area of a visibility triangle.

Building Projections:

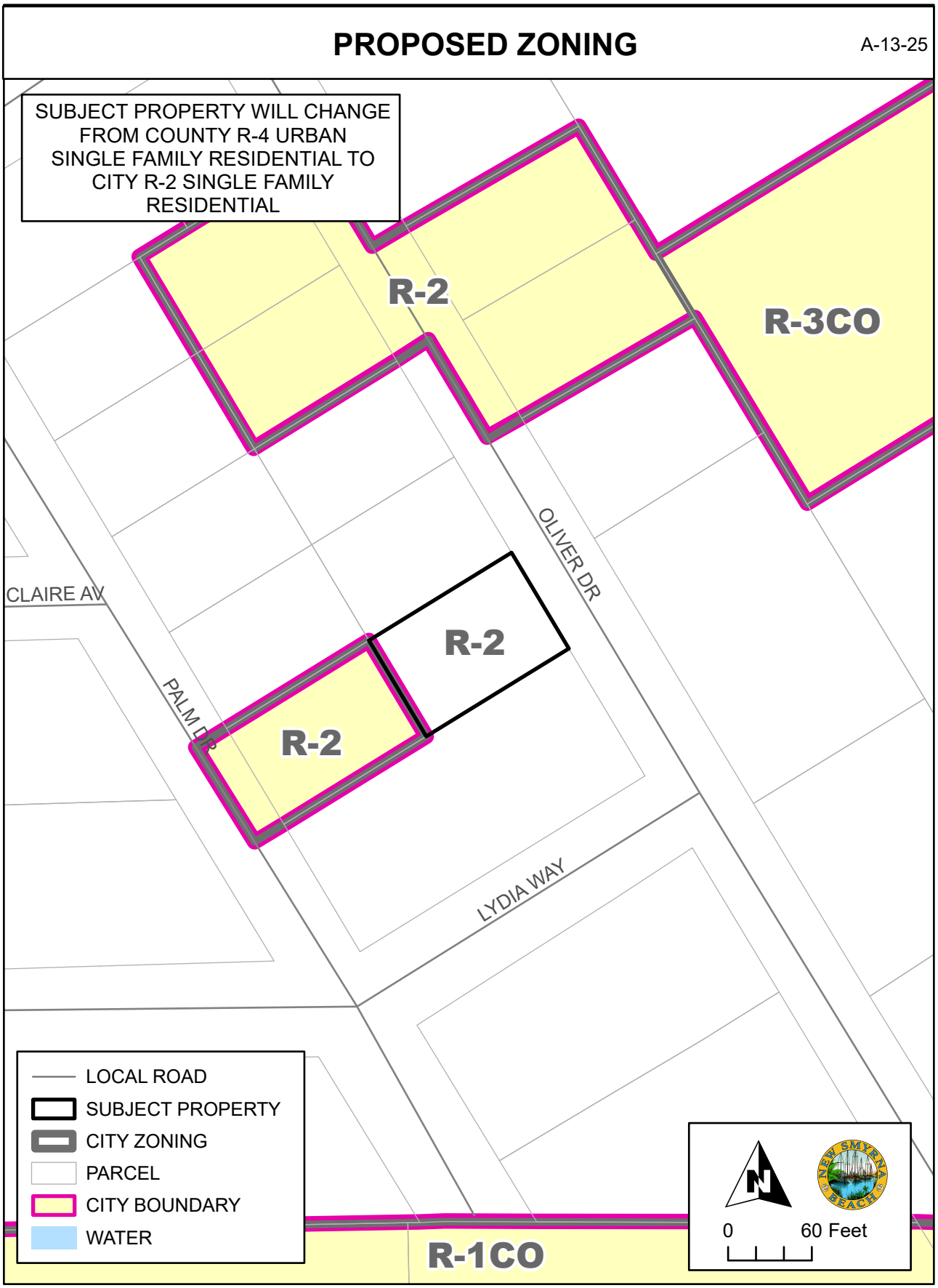
There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than 5 feet to a property line; and those structures allowed in Section 804.03.

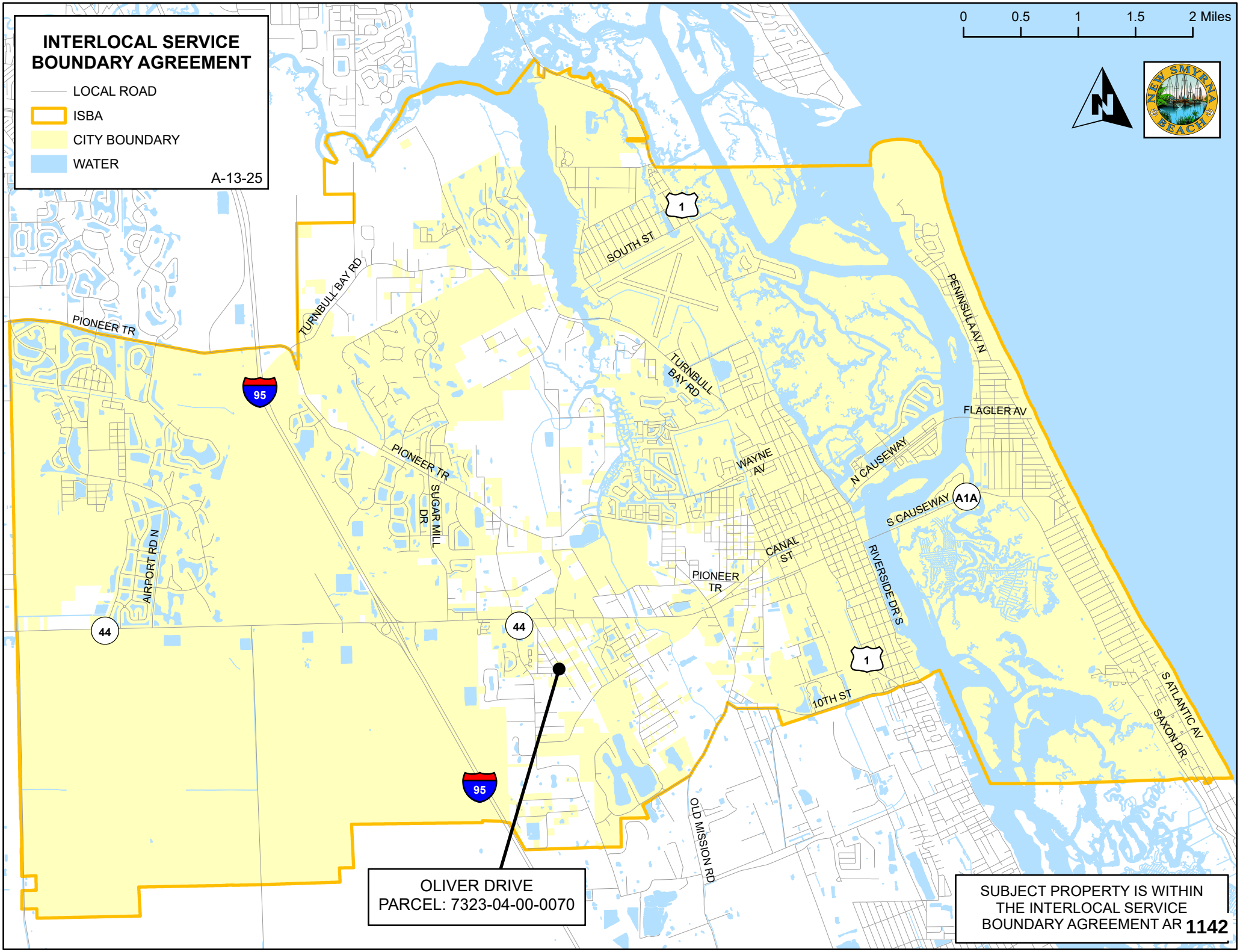
Visibility at Intersections:

Visibility at intersections shall be provided as required in this LDR. **[Revised 12-18-92]**

PROPOSED ZONING

A-13-25




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-13-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
OLIVER DRIVE
PARCEL: 7323-04-00-0070
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AR 1142

LEGAL DESCRIPTION

Address:
Oliver Drive, New Smyrna Beach, Florida 32168

Parcel Number
7323-04-00-0070

AltKey Number:
8030439

Metes and Bounds by Kenneth Bohannon, Esq.

LOT 7, OLIVER ESTATES; ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGE 119, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

10/9/2025 10:36:41 AM Instrument #2025189500 #1 Book:8765 Page:398
Doc Stamps $560.00 Transfer Amt $80,000.00

Prepared by/ Return to:
Kenneth Bohannon, Esq.
221 N Causeway Ste A
New Smyrna Beach, FL 32169

(Space above this line reserved for recording office use only)

WARRANTY DEED

1. IDENTIFICATION OF GRANTOR

Grantor's name and address is: Robert Nelson Fahlstrom and Jesica Carol Fahlstrom, as husband and wife
594 Oliver Drive
New Smyrna Beach, FL 32168

The word "I" or "me" as hereafter used means the Grantor.

2. IDENTIFICATION OF GRANTEE

Grantee's name and address is: Rachel Troian and Kyle Trioan, as a married couple
579 Palm Drive
New Smyrna Beach, FL 32168

The word "you" as hereafter used means the Grantee.

3. MEANINGS OF TERMS

The terms "I," "me," "you," "grantor," and "grantee," shall be non-gender specific ((i) masculine, (ii) feminine, or (iii) neuter, such as corporations, partnerships or trusts), singular or plural, as the context permits or requires, and include heirs, personal representatives, successors or assigns where applicable and permitted.

4. DESCRIPTION OF REAL PROPERTY CONVEYED

Property hereby conveyed (the "Real Property") is described as follows:

Lot 7, Oliver Estates, according to the plat thereof as recorded in Plat Book 27, Page 119, of the Public Records of Volusia County, Florida.

The Property Appraiser's Parcel Identification Number is 732304000070.

5. Deed Restriction Language

This conveyance is expressly made subject to the following restrictions, which shall run with the

land and be binding upon the Grantee(s), their heirs, successors, and assigns for a period of eight (8) years from the date of this Deed, unless terminated earlier pursuant to the provisions herein:

a) **Use and Development.** The Property shall not be developed or used for residential or commercial purposes as a primary dwelling or place of business during the restricted period. Permitted improvements shall be limited to accessory structures customarily appurtenant to a single-family residence, consistent with applicable zoning regulations, including but not limited to fences, detached garages or sheds, and accessory dwelling units (ADUs).

b) **Transfer Restrictions.** The Grantee(s) shall not sell, convey, or otherwise transfer the Property as a separate parcel of land during the restricted period. The Property may only be conveyed in conjunction with the sale of the Grantee(s)' adjoining primary residence, and any such conveyance shall expressly incorporate these deed restrictions.

c) **Termination.** These restrictions shall automatically terminate upon the expiration of the eight (8) year restricted period or upon the sale or conveyance by the Grantor of Grantor's real property located at 594 Oliver Drive, New Smyrna Beach, FL 32168 (Volusia Parcel ID No. 732304000060) during the eight (8) year restricted period. These deed restrictions may be terminated at any time by the written agreement of the Grantee and the Grantor, or their respective successors in interest. .

6. CONSIDERATION

Good and valuable consideration plus the sum of Ten Dollars ($10.00) received by me from you.

7. CONVEYANCE OF REAL PROPERTY

For the consideration described in Paragraph 5, I have granted, bargained and sold to you the Real Property to have and to hold in fee simple (estate in property unlimited as to duration, disposition and descendability) forever.

8. WARRANTY

I fully warrant the title to the Real Property and will defend the same against the lawful claims of all persons whomsoever except for covenants, reservations, restrictions and easements of record, if any.

9. NOT HOMESTEAD

I represent and warrant that the Real Property is neither the homestead or residence of myself or a member of my family, nor is the Real Property adjacent to the homestead or residence of myself or a member of my family.

10. EXCEPTIONS

This conveyance is subject to taxes for year 2025 and subsequent years.
Executed on October 7, 2025.

10/07/2025 (Date)
Robert Nelson Fahlstrom
594 Oliver Drive
New Smyrna Beach, FL 32168

10/7/25 (Date)
Jesica Carol Fahlstrom
594 Oliver Drive
New Smyrna Beach, FL 32168

Signed in the presence of:

10/7/25 (Date)
Haley Basista
221 North Causeway, Suite A
New Smyrna Beach, FL 32169
Witness

Signed in the presence of:

10/7/25 (Date)
Brittany Carlisle
221 North Causeway, Suite A
New Smyrna Beach, FL 32169
Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 7 day of October, 2025, by Robert Nelson Fahlstrom and Jesica Carol Fahlstrom, who is personally known to me or has produced FL DL as identification.

BRITTANY CARLISLE
Commission # HH 634516
Expires February 2, 2029

Notary Public - State of Florida

/s/ Brittany Carlisle

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 07-26 Rezoning Oliver Dr.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 07-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 0.22± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF OLIVER DRIVE, NORTH OF LYDIA WAY, 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, Rachel and Kyle Trioan, 579 Palm Drive, New Smyrna Beach, Florida 32168, applicants and property owners, have requested the annexation of 0.22± acres of property generally located on the west side of Oliver Drive, north of Lydia Way, 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 December 1, 2025, 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 0.22± acres of property generally located on the west side of Oliver Drive, north of Lydia Way, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7323-04-00-0070
Oliver Drive

LOT 7, OLIVER ESTATES; ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGE 119, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

shall be and the same is hereby rezoned from Volusia *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 27, 2026 at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date***. That this ordinance shall become effective THIRTY ONE (31) days following adoption of Ordinance No. 06-26, the Small Scale Comprehensive Plan Amendment for the subject property, by the City Commission unless a challenge is filed to said ordinance under §163.3187, F.S. In the event that Ordinance No. 06-26, the Small Scale Comprehensive Plan Amendment, is challenged this ordinance shall become effective upon the state land planning agency or the Administration Commission, respectively, issuing a final order determining that the adopted small scale development amendment is in compliance.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 1/16/2026

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 08-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON SECOND READING AND QUASI-JUDICIAL HEARING, WOULD REZONE APPROXIMATELY 0.85 + ACRES OF LAND TO R-2, SINGLE-FAMILY RESIDENTIAL WITH AN "A" ATTACHED FOR THE AIRPORT HEIGHT NOTIFICATION ZONE FOR PROPERTY LOCATED AT 1701 SOUTH DIXIE FREEWAY.

January 13, 2026

Background:

Applicant: Jeff Allen, 105 Elsa Road, Jupiter, Florida 33477.

Property Owner: New Smyrna Beach LLC, 105 Elsa Road, Jupiter, Florida 33477.

Request: Rezoning.

- **From:** B-3, Highway Service Business District, with an "A" attached for the Airport Height Notification Zone.
- **To:** R-2, Single Family Residential, with an "A" attached for the Airport Height Notification Zone.

Site Information:

- **Size:** 0.85 ± acres out of a total of 2.0 ± acres.
- **Location:** Generally located on the west side of Magnolia Street between 9th Street and 10th See **Exhibit A** for a location map and **Exhibit B** for an aerial map.

Tax ID #: 7449-05-00-0010

Exhibits used in this report:

Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Existing Zoning Map
Exhibit D: Existing B-3 Zoning Text
Exhibit E: Current Future Land Use Map
Exhibit F: Current Future Land Use Text
Exhibit G: Proposed Zoning Map
Exhibit H: Proposed R-2 Zoning Text
Exhibit I: Survey and 1925 Plat

Exhibit J: Comprehensive Plan Review
Exhibit K: Warranty Deed
Exhibit L: Legal Description

Findings:

The subject property is currently zoned B-3, Highway Service Business District with an "A" attached for the Airport Height Notification Zone. See existing zoning map attached as **Exhibit C** with the associated zoning district text attached as **Exhibit D**.

The property located at 1701 South Dixie Freeway has a single zoning of B-3, Highway Service Business District, but has a split Future Land Use. The west side of the parcel has Future Land Use category of Commercial, and the east side of the parcel has the Future Land Use category of Low Density Residential. A map showing the existing Future Land Uses is attached as **Exhibit E**. The current Future Land Use text is attached as **Exhibit F**.

The west side of the parcel currently contains the Space Coast Credit Union, formally the First Federal Savings and Loan of Titusville constructed in 1975, while the east side of the parcel has remained un-developed. The applicant has indicated to the Planning Department that if the east side of the property was rezoned to R-2, Single -Family Residential, they wish to subdivide lots 1 through 5 and develop new single-family houses. A map showing the proposed zoning and associated zoning text is attached as **Exhibits G & H**.

Section 305.01 of the City's *Land Development Regulations* requires the Planning Department to review a rezoning request for consistency with the City's *Comprehensive Plan* and *Land Development Regulations* and to prepare a written report recommending either approval or denial of the request. The Planning and Zoning Board is required to make a recommendation to the City Commission to either approve or deny the application.

The east side of the property has a Future Land Use (FLU) designation of Low Density Residential. The properties located on the east side of Magnolia Street, and the properties located on both sides of Magnolia Street north of 9th Street are zoned R-2, Single-Family Residential with a Future Land Use of Low Density Residential. A map attached as **Exhibit E**, shows the current Future Land Use of the subject property and surrounding properties.

According to the *Comprehensive Plan,* the Future land Use category of Low Density Residential is intended for the development of an existing or desired suburban pattern. The Low-Density Residential Future Land Use category allows a density of 5 dwelling units

per acre and limited non-residential development that would limit the Floor to Area Ration (FAR) to 0.5 by Special Exception approval by the City Commission.

The request would be compatible with the City's Comprehensive Plan under Element VI, Housing on the following objective and policies.

- Objective 2, "To require future development of new housing that is compatible with the land uses identified on the Existing and Future Land Use Maps, and with other elements of the overall *Comprehensive Plan*."

    - Policy a. "Carefully monitor and enforce the development approval and building permit process to ensure that new housing is constructed in areas designated for residential development and other compatible land uses, as indicated on the Existing and Future Land Use Maps."
    - Policy b. "As a part of development review, ensure that new housing developments are compatible with the Traffic Circulation Element, in that the new housing does not encroach upon needed rights-of-way for new roads or widening and improvements to existing roads."
    - Policy d. "Carefully monitor and enforce the development approval process to ensure that negative environmental impacts of new housing are minimal, and that new housing developments are not constructed in wetlands, aquifer recharge areas, or areas known to be habitat for threatened or endangered species, without proper mitigation."

Per Article V of the *Land Development Regulations*, the intent of the R-2, Single-Family Residential District is to be a single-family district for low population densities. Existing development and usage have resulted, which is being preserved in order to stabilize the neighborhood. Playfields, playgrounds, public parks, residential recreation buildings and complexes for residential developments, and single-family dwellings are permitted uses in this district.

As shown on **Exhibit G**, the east side of the subject property is located adjacent to or in proximity to parcels zoned R-2, Single-Family Residential. Therefore, the proposed rezoning request would be consistent with the neighborhood.

Because the applicant is not proposing to amend the underlying Future Land Use category for this property, the permitted overall density and FAR will remain the same.

Recommendations:

At its regular scheduled meeting on December 1, 2025, the Planning and Zoning Board

voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested change of zoning to R-2, Single-Family Residential, with an “A” attached for the Airport Height Notification Zone.

Since the requested zoning would be compatible with the current Future Land Use of Low Density Residential and the surrounding neighborhood, the Planning Department also recommends the City Commission to **approve** the requested change of zoning to R-2, Single-Family Residential, with an “A” attached for the Airport Height Notification Zone.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

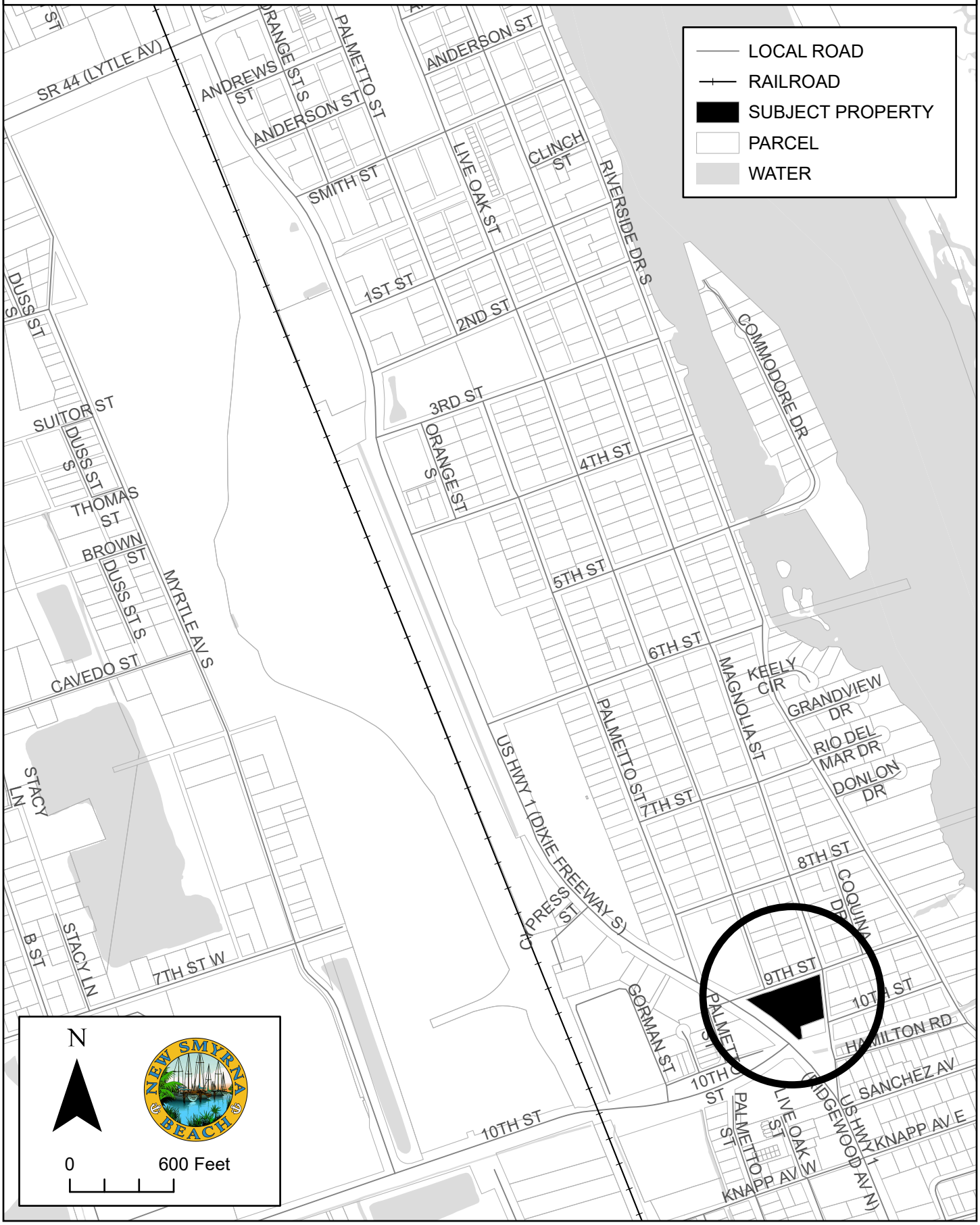
Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D City B-3 Zoning Text.pdf
Exhibit E Existing FLU Map.pdf
Exhibit F Existing Future land Use Text.pdf
Exhibit G Proposed Zoning Map.pdf
Exhibit H Propsoed City R-2 Zoning Text.pdf
Exhibit I Survey and 1925 Plat.pdf
Exhibit J Comprehensive Plan Review.pdf
Exhibit K Warranty Deed.pdf
Exhibit L Legal Description.pdf
Business Impact Estimate - Ord 08-26 1701 South Dixie Freeway.pdf
Ord 08-26 Rezoning 1701 S. Dixie Freeway.pdf

Exhibit A

Z-4-25: 1701 S. DIXIE FREEWAY
PARCEL: 7449-05-00-0010 LOCATION MAP



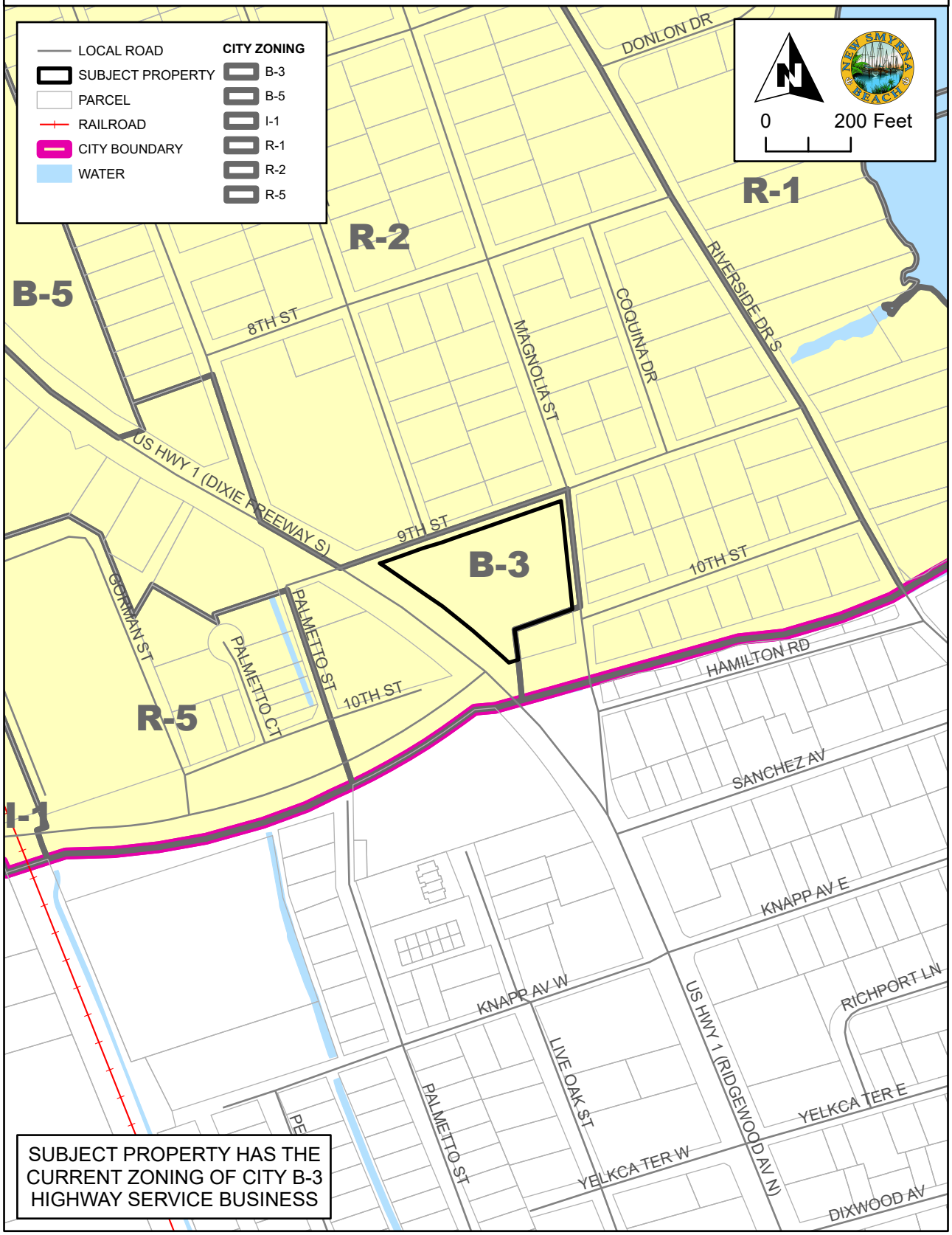
Z-4-25: 1701 S. DIXIE FREEWAY
PARCEL: 7449-05-00-0010 AERIAL MAP



Exhibit C

EXISTING ZONING

Z-4-25



B-3 HIGHWAY SERVICE BUSINESS DISTRICT

Intent:

The Highway Service Business District is intended for application along highways carrying large volumes of traffic where establishments may locate to serve large sections of the City and the persons traveling in vehicles.

Permitted Uses:

Adult Congregate Living Facility
Ambulance Service
Animal Clinics (outpatient care only and no overnight boarding)
Attached Dwellings
Bakeries
Banks
Boat, Motor, and Boat Trailer Sales & Service
Bowling Alley
Business and Communications Systems
Bus Station
Car Rental & Leasing
Car Washes
Club, semi-public
College Level & Adult Educational Facilities
Convenience Stores with Gas Pumps
Financial Services
Funeral Homes
Furniture Showrooms
Government Buildings and Offices
Grocery Stores
Hospitals
House of worship
Mobile Home Sales
Multi-Family dwelling units
Offices, general, professional, and real estate
Offices, medical
Parking Lots
Pawn Shops
Personal enrichment establishments
Personal services
Pet grooming
Pet shop
Restaurants, Types "A", "B", "C", and "D"
Retail Sales and Services
Service Stations, Types "A" and "B"
Sports facilities

Taverns
Taxi-Cab Stands
Theaters
Transient lodging:

-"Transient lodging rooms, standard," as defined by this LDR, shall be a maximum of 500 square feet.

-"Transient lodging rooms, deluxe," as defined by this LDR, shall be a maximum of 750 square feet.

- The maximum room size does not include any balcony, porch or deck area connected to the unit.

- No more than 30 percent of the units may be deluxe.

Truck and Trailer Rentals (for properties in the district that front along U. S. Highway 1 and meet the conditions in §801.18)

Permitted Accessory Uses:

Any accessory use customarily incidental to a permitted principal use.

Conditional Uses:

Pharmacy, only on parcels adjacent to Dixie Freeway (US1)

Special Exceptions:

Automobile Sales, Recreation Vehicle Sales, and Trailer Sales New and Used including all vehicles with two or more wheels subject to the following conditions:

1. Windows shall maintain a minimum transparent area of 65%.
2. Sales display area is required to provide a lighting plan that meets Section 604.13
3. If temporary shell parking lot is proposed, City Commission approval is required by separate application.
4. Site plan shall be submitted as per Article XI of the City Land Development Regulation to City Planning Director for review
5. Must meet all other City Land Development Regulations.

Building Material Sales and/or Building Material Yards, provided all building materials that are stored shall be buffered by a screen designed to block the view of the building materials. The screen may include fences, walls, or vegetative landscaping. Building materials shall not project higher than the screen. Walls that are part of a building structure may substitute for the screen buffer.

Child day care facilities, subject to the following additional conditions:

(1) The property shall be located within 500 feet of an arterial or collector roadway.
(2) Play areas shall be fenced and landscaped. The landscaping shall have a vegetative hedge that will reach four feet in height within two years. The hedge plants must be planted three feet apart, on center.
(3) Play areas shall be located outside all applicable setback dimensions.
(4) The property shall have a separate vehicular drop off and pickup area with a

minimum 100-foot-long 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.

(5) Play areas shall be located to the side or rear of the building, outside of the required setbacks.

Fortune telling, subject to the following condition:

Shall not be established within 500 feet of an existing fortune telling establishment.

Kennels, subject to the following conditions:

1. No kennel shall be located within 250-feet of any residence, transient lodging, hotel, Motel, townhouse, timeshare unit, and any other building place where people are permitted to live. The 250-feet shall be measured from the nearest property line on the property where a kennel is proposed to the nearest part of the residential building.
2. No kennel shall be located within 225 feet of any residentially zoned property. The distance shall be measured from the nearest property line of the proposed kennel site to the nearest property line of the residentially zoned property.
3. Outdoor controlled environments or pet play areas shall not be used between the hours of 9:00 p.m. and 7:00 a.m.

Mini warehouse storage facilities shall require, as a condition, a frontage landscape buffer of no less than 20 feet for site boundaries fronting a thoroughfare to be extensively landscaped to provide appropriate visual screening between the use and the road frontage, and a landscaped buffer area shall be provided on all boundaries facing a residential district.

Outdoor Display, Storage, or Sale of Vehicles, or other equipment or material, provided that in the interest of safety to children and adjacent property, outdoor storage areas will be encompassed by a fence or wall at least six (6) feet high, the bottom four (4) feet being solid and the top two (2) feet being open. Operative automobiles and mobile homes for sale shall be exempt from this requirement.

Schools, private, subject to the following conditions:

(1) Any proposed outdoor play area or recreation area shall require a six-foot high fence to surround the proposed play area or recreation area.
(2) Parking lots must meet required landscape buffer for the B-3 zoning district.
(3) Must meet required parking under Section 604.09.
(4) Maximum number of students is 250.

Tattoo parlor, subject to the following conditions:

(1) Shall not operate on any parcel with frontage on the following streets:
    a. Flagler Avenue
    b. 3rd avenue
    c. Canal Street
    d. U.S. 1

(2) Shall not operate on any parcel adjacent to or across the street from a single-family residential zoning district.
(3) Shall not operate between the hours of 12:00 AM and 8:00 AM.
(4) Shall not be established within 300 feet of a church, daycare, private school, or public school.
(5) Shall not be established within 1,000 feet of an existing tattoo parlor.
(6) The business shall be subject to all requirements of Chapter 877, Florida Statutes.
(7) Tattooing areas shall not be visible from the public right-of-way.
(8) Windows shall maintain a minimum transparent area of 65%.

Waterfront Dining and Entertainment Establishments

Dimension Requirements:

Minimum Yard Size: (Properties along Canal Street and State Road 44)

Front yard:	40 feet or as required per Section 504.01(M). of this LDR
Side yard:	10 feet
Rear yard:	10 feet

Corner Lots:

(1) Parcels which front on two streets shall provide a 40-foot front yard on one street and a 20-foot front yard on the other street. The 40-foot front yard shall be adjacent to the major or most traveled roadway.

(2) Parcels which front on three streets shall provide a 40-foot front yard on one street and a 20-foot front yard on the other two streets. The 40-foot front yard shall be adjacent to the major or most traveled roadway.

Minimum yard size (Properties within U.S. 1 Corridor):

Front yard:	5 feet
Side yard:	5 feet
Rear yard:	10 feet

Corner lots. Parcels which front on two or more streets shall provide a minimum 5-foot front yard along each street frontage.

Maximum Principal Building Height:
Thirty-five (35) feet.

Maximum Building Coverage:
The total area covered with buildings shall not exceed thirty-five (35) percent of the total lot area.

Maximum impervious lot coverage (properties along Canal Street and State Road 44):

The total area of the lot that may be covered with impervious material is 75 percent (75%).

Maximum Impervious Lot Coverage (properties along U.S. 1 Corridor):

The total area of the lot the lot that may be covered with impervious material is 80 percent. City staff may permit up to 5% additional impervious surface coverage for the redevelopment of sites within the U.S. 1 Community Redevelopment District.

Buffers (properties along Canal Street and State Road 44):

Landscaped buffer area(s) as defined in this LDR shall be required at property lines of non-residential developments as follows:

(1) all front property lines;
(2) alongside or rear lot line abutting a residentially zoned lot, the buffer shall be twenty-five (25) feet wide; and
(3) alongside and rear lot lines not abutting residentially zoned lots, the buffer shall be seven (7) feet wide.

Landscaped or natural vegetative buffers for multi-family development shall be provided as indicated in Section 604.05 B. and as follows:

(1) along front, rear, and side lot lines where off-street parking areas are located, the buffer shall be a minimum of seven (7) feet wide; and
(2) adjacent to or facing a single-family residential district or use, the buffer shall be a minimum of twenty (20) feet wide from the property line.

Properties within U.S. 1 Corridor:

Landscaped buffer area(s) as defined in this LDR shall be required at property lines of multi-family and non-residential developments as follows:

(1) Front property lines: 5 feet
(2) Side and rear property lines (not adjacent to residentially zoned properties): 3 feet
(3) Side and rear property lines (adjacent to residentially zoned properties):5 feet. A 10-foot-wide buffer will be required for taverns, outdoor seating areas and Type “B” Service Stations.
(4) In cases of a change of use or activation of a terminated use where there is no change to the building footprint, a property shall be exempt from meeting the landscape buffer requirements of this section, except that all existing onsite landscaped areas shall be maintained in food condition with a finished appearance and complete ground coverage.

The landscape buffer adjacent to residentially zoned property must include a 6-foot-tall masonry wall or fence.

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.

Maximum Unit Density for Transient Lodging Units:

Hospitality future land use designation: 48 units per acre.

Activity Center future land use designation: 60 units per acre.

Marina future land use designation: 24 units per acre. Density may be increased up to 48 units per acre if the following conditions are met:

(1) A minimum of 20% of the total usable land area is preserved by deed or easement for public access and/or public recreation; and
(2) The public use area shall comprise at least 40% of the total linear footage of shoreline available to the property

Commercial future land use designations permitting transient lodging units: 24 units per acre.

All other future land use designations permitting transient lodging units: Twenty-four (24) units per acre.

Maximum Dwelling Unit Density:

Twelve (12) dwelling units per acre beachside and eighteen (18) units per acre mainland. No less than 3,630 square feet of lot area for each beachside dwelling unit and 2,420 square feet of lot area for each mainland dwelling unit.

Multi-Family Residential Standards:

Minimum Floor Area:

450 square feet of livable area for a one (1) bedroom unit
550 square feet of livable area for a two (2) bedroom unit
700 square feet of livable area for a three (3) bedroom unit

Maximum Building Length and Width:

Building facades parallel to the street upon which the building fronts or parallel to a waterfront shall not exceed 150 feet. No building constructed after the effective date of the LDR shall have a dimension that exceeds 200 feet.

Minimum Building Separation:

Where two or more multi-family dwellings, single-family dwellings attached or detached, duplexes, apartments, condominiums, or townhouses are built on one parcel, there shall be a separation of at least 20 feet between the buildings plus 1.5 additional feet for each 5 feet of building height over 20 feet. When buildings vary in height, said distance is to be based on the highest building. (For example: The distance between a 20-foot-tall building and a 25-foot-tall building shall be 21.5 feet.)

Minimum Requirements for Townhouses and Townhouse Lots:

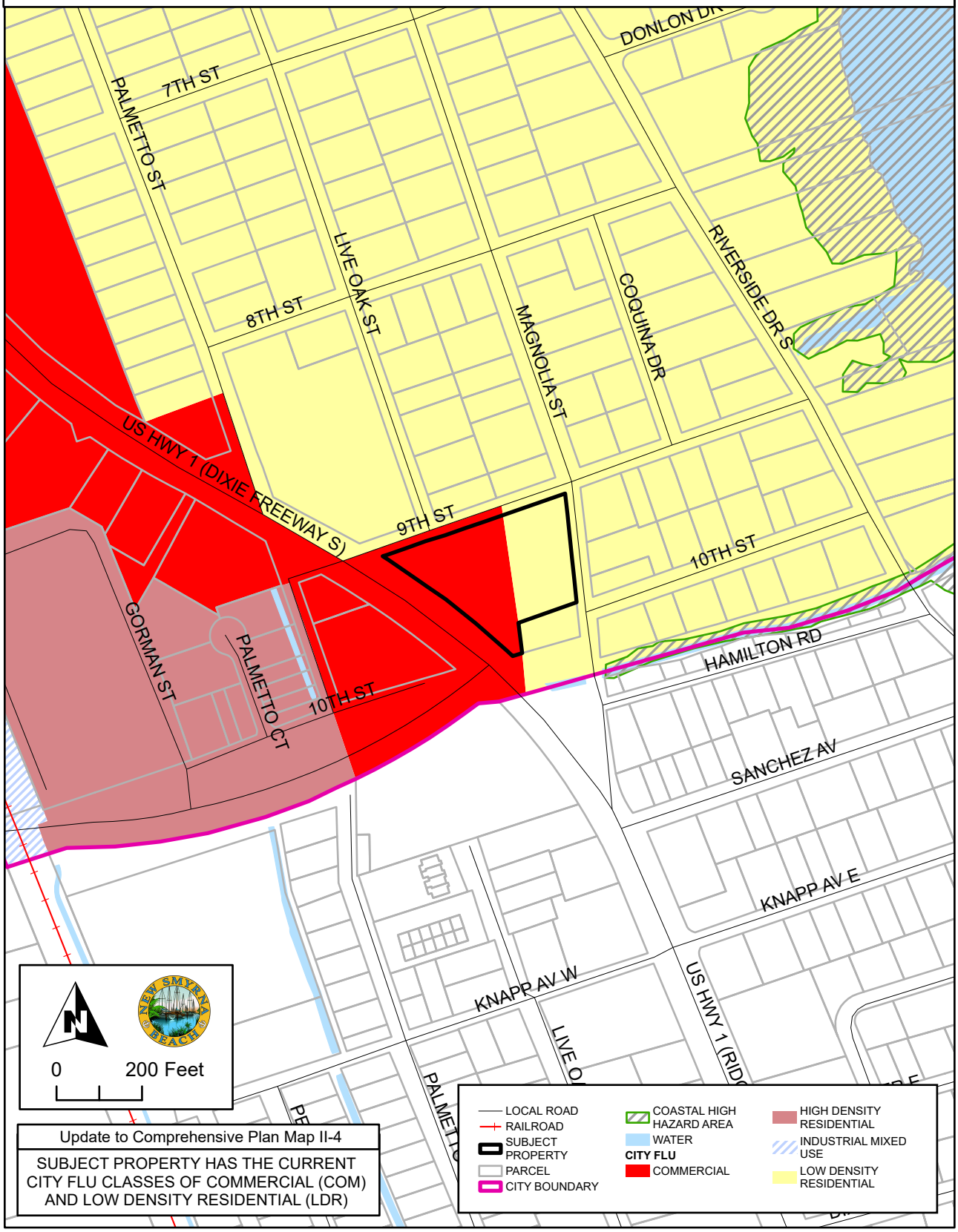
All lots shall be adjacent to a public right-of-way or common area.
Lots shall have a minimum width of 20 feet where a living unit is to be located.
Lot frontage along a right-of-way or common area shall be a minimum of 10 feet.
Front setbacks shall be 20 feet or as required per Section 504.01 (M) of this LDR.
Side setbacks shall be 0 feet.

Rear setbacks shall be 20 feet except if there is a landscaped common area behind the townhome and there is a minimum distance of 20 feet from the project boundary line and the dwelling unit or accessory structures.

Exhibit E

EXISTING FUTURE LAND USE

Z-4-25



FUTURE LAND USE

LOW-DENSITY RESIDENTIAL

Maximum allowed density: Up to five [5] dwelling units per acre

Non-residential development permitted by special exception shall be at a maximum Floor Area Ratio (FAR) of 0.5.

Intent:
This use is appropriate where a more suburban development pattern exists or is desired and where urban services are to be kept to a minimum.

COMMERCIAL

Maximum allowed density:
8.01 to 12 dwelling units per acre on the barrier island
8.01 to 18 dwelling units per acre on the mainland
Up to 24 transient lodging units per acre

Maximum allowed Floor Area Ratio (FAR): 2.0

Maximum Allowable Percentage of Uses for Developments Using the Planned Unit Development Format:
Retail: 100%
Office: 100%
Residential: 25%
Industrial: 0%

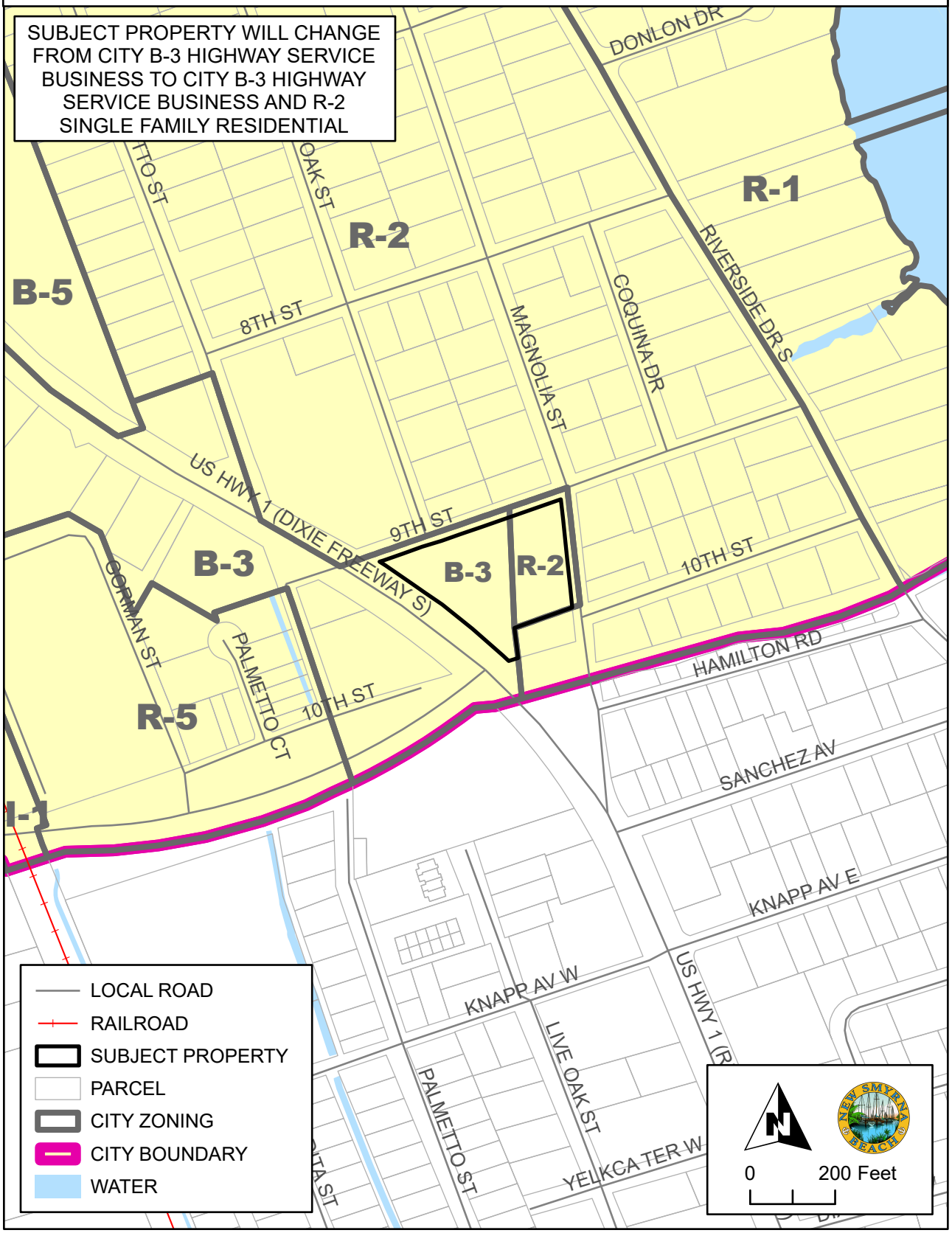
Intent: This category is intended for the development of high quality business activities, including retail, hotel, office, financial institutions, and high-density residential. They should be confined to certain arterial and collector roads, and to the Flagler Avenue districts.

The State Road 44 corridor, particularly the undeveloped areas west of Old Mission Road, should be developed in a manner to protect adjacent residential neighborhoods from adverse impacts of unbridled commercial development. All properties along the north side of State Road 44, west of Eddie Road, and all properties along the south side of State Road 44, west of Hidden Pines Boulevard, shall be developed or redeveloped using the planned unit development format

Exhibit G

PROPOSED ZONING

Z-4-25



R-2 SINGLE FAMILY RESIDENTIAL DISTRICT

Intent:

The R-2 district is intended to be a single-family residential district for low population densities. Existing development and usage has resulted which is being preserved in order to stabilize the neighborhood. The nature of the residential use of the property throughout the district will enhance the prospects for orderly future residential development.

Permitted Uses:

Playfields
Playgrounds
Public Parks
Recreation Buildings and Complexes for exclusive use by residents and guests in a residential development
Single Family Dwelling Units

Permitted Accessory Uses:

Garages
Gazebos
Incidental Uses
Permitted Home Occupations
Storage Sheds
Swimming pools, private, provided a principal structure exists and the pool is located behind the front plane of the principal structure. Corner lots will be considered to have two front planes, one on each street. If a structure is not constructed squarely on a parcel, the swimming pool must be located at or behind the most restrictive front plane of the principal structure. **Ord. #30-10**
Open Front Porches, up to 10 feet into the front yard setback, subject to the following conditions:
Open Front Porch shall not be enclosed in any manner,
Open Front Porch must be open wall construction without screen,
Open Front Porch shall have a similar roofing material as the primary structure,
Open Front Porch front building line shall be measured from the vertical support column. **Ord. #75-16**

Uses customarily associated with the permitted principal uses

Special Exceptions:

Child day care on a house of worship property, subject to the following additional conditions:

1. The house of worship property shall be located on and be accessible by an arterial or collector roadway.

2. Play areas shall be fenced and landscaped. The landscaping shall have a vegetative hedge that will reach six feet in height within two years that is planted a minimum of three feet on center.

3. Play areas shall be located within all applicable setback dimensions.

4. The house of worship property shall have a vehicular drop off and pickup area with a minimum 100 feet of drive lane outside of the public right-of-way, or sufficient parking area to provide enough space to fit the required parking and provided space for drop off and pick up. **Ord. #04-00**

Facilities owned and/or operated by federal, state, county or municipal government except country clubs and golf courses

Schools and or a house of worship provided all structures are located at least thirty-five (35) feet from all side or rear property lines and off-street parking areas abutting residential property are screened by a buffer meeting the requirements of this LDR. **[Revised 3/27/00]**

Dimensional Requirements:

Minimum Lot Size:

Area	8,625 square feet
Depth	115 feet
Width	75 feet

Minimum Yard Size:

Front yard	30 feet or as required per Section 504.01(M) of this LDR
Rear yard	7.5 feet
Side yard	7.5 feet

Maximum Building Coverage:

The total area covered with buildings on any lot shall not exceed 40% of the total lot area. **Ord. #78-98**

Screen Enclosures:

As an exception to the maximum building coverage provision any parcel may be allowed an additional ten percent (10%) building coverage for only a screen pool enclosure if the following conditions are met:

1. A screen pool enclosure shall only cover the swimming pool and surrounding pool deck and shall have a roof and walls consisting entirely of screening; and
2. There shall be no variances granted to exceed the maximum building coverage or additional coverage allowed for screen enclosures.

Ord. #05-09

Maximum Impervious Lot Coverage:

The total area of the lot that may be covered with impervious material is sixty (60) percent.

Maximum Principal Building Height:

Thirty-five (35) feet.
Three (3) stories.

Minimum Floor Area Requirements:

750 square feet of livable area for one and two-bedroom dwelling units; 1200 square feet of livable area for a three-bedroom dwelling unit; and 1300 square feet livable area for a four-bedroom dwelling unit. **[Revised 7-1-03]**

Corner Lots:

(1) Parcels which front on two streets shall provide a thirty (30) foot front yard on one street frontage and a 15 foot half depth front yard on the other street, or as required per Section 504.01(M) of this LDR.

(2) Parcels fronting on three streets shall provide two thirty (30) foot front yards and a 15 foot half depth front yard on the remaining street or as required per Section 504.01(M) of this LDR. **Ord. #23-00**

Driveway Access

The minimum driveway length shall be 20 feet (excluding portion of a driveway within the public right-of-way). **Ord. #23-00**

Through Lots:

Through lots shall provide a 30-foot front yard on each street, or as required per Section 504.01(M) of this LDR.

Atypical Lots:

Visibility triangles shall be established at the rear corners of an atypical lot. The visibility triangles shall be those areas formed by a line connecting the points 30 feet from the intersection of the side and rear lot line along the side lot line and 30 feet from the intersection of the side and rear lot line along the rear lot line; no principal or accessory

structure having a height over 4 feet, except for incidental uses, shall protrude into the area of a visibility triangle.

Building Projections:

There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than 5 feet to a property line; and those structures allowed in Section 804.03.

Visibility at Intersections:

Visibility at intersections shall be provided as required in this LDR. **[Revised 12-18-92]**

Exhibit I

EXACTA
LAND SURVEYORS, LLC

FIELD WORK DATE: 4/12/2019 REVISION DATES: (REV1 4/16/2019)

1903 3221
BOUNDARY SURVEY
VOLUSIA COUNTY

PROPERTY ADDRESS: 1701 S DIXIE FREEWAY, NEW SMYRNA BEACH, FLORIDA 32168
SURVEY NUMBER: 1903.3221



GOOGLE MAP

CLIENT ORDER NUMBER: 19-5708 DATE: 04/16/19
BUYER: EAGLE METAL HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
SELLER: SPACE COAST CREDIT UNION

CERTIFIED TO:
EAGLE METAL HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SUPERIOR TITLE INSURANCE AGENCY, II, LLC; COMMONWEALTH LAND TITLE INSURANCE COMPANY

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 AND THAT PART OF LOTS 12, 13, 14, 15 AND 16 BLOCK A, SNIDER'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 34 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 230, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (S. DIXIE FREEWAY) AS SHOWN ON MAP IN MAP BOOK 5, PAGE 239, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH ALL OF THE ABANDONED AND VACATED RIGHT-OF-WAY OF OLIVE OAK STREET BEING DESCRIBED AS:

THAT PORTION OF OLIVE OAK STREET LYING SOUTH OF NINTH STREET AND NORTH OF U.S. NO. 1, WEST OF LOTS 9, 10 AND A PORTION OF 12, EAST OF LOTS 11 AND 20, ALL LYING IN THE SNIDER'S SUBDIVISION OF THE WEST HALF OF BLOCK A, SNIDER'S SUBDIVISION OF THE SOUTHEAST QUARTER AS RECORDED IN MAP BOOK 6, PAGE 230, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS MEASURED AND VACATED BY ORDINANCE NO. 1145 OF THE CITY OF NEW SMYRNA BEACH, NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

POINTS OF INTEREST
NONE VISIBLE

FLOOD INFORMATION
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OF WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN THE CITY OF NEW SMYRNA BEACH, COMMUNITY NUMBER 125132, DATED 09/29/17.

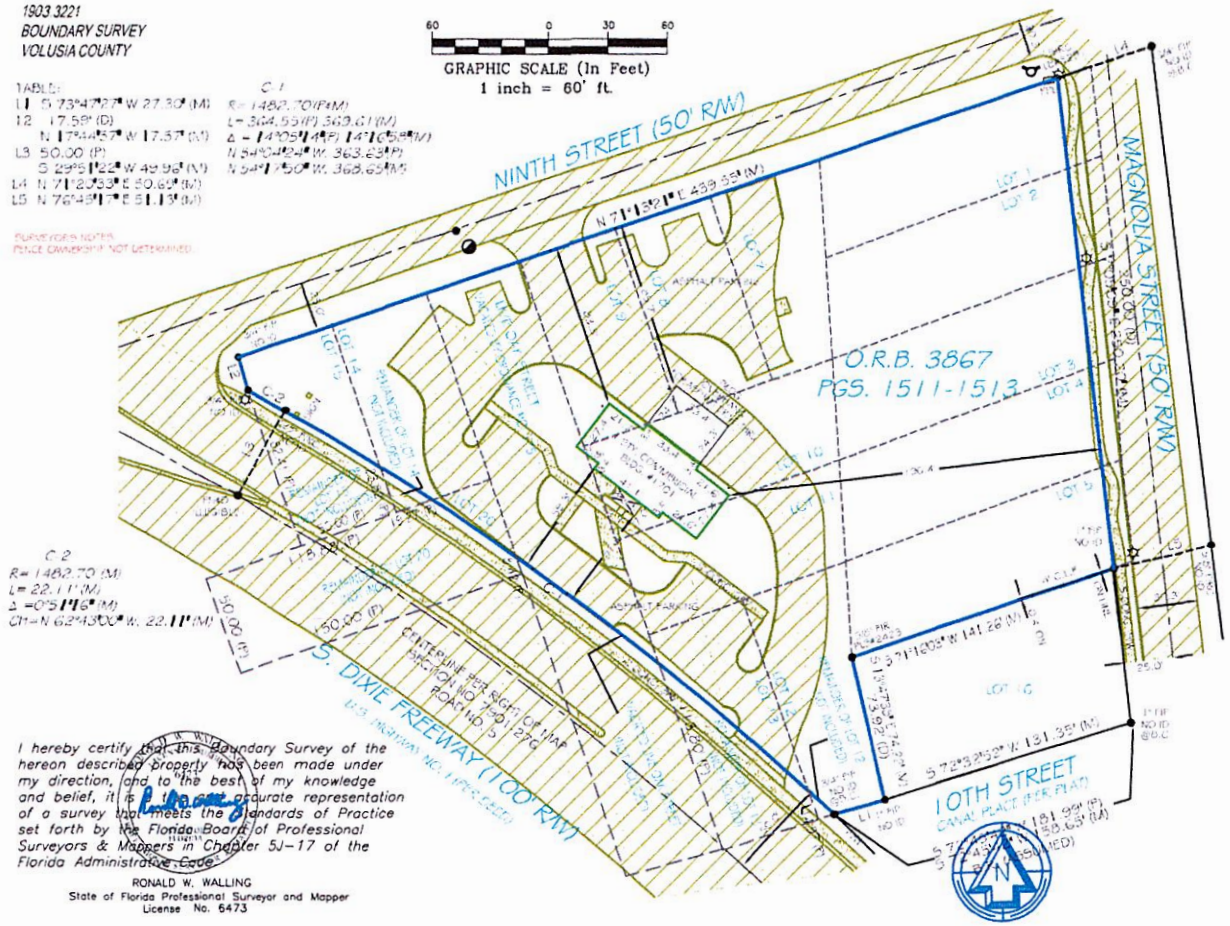
REFERENCE INFORMATION
THE ASSUMED BEARING REFERENCE OF SOUTH 72 DEGREES 45 MINUTES 42 SECONDS WEST IS BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF CANAL PLACE, LOCATED WITHIN SNIDER'S SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 230 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TABLE:
L1 S 73°47'27" W 27.38' (M)
L2 17.58' (D)
N 73°45'57" W 17.57' (M)
L3 50.00' (P)
S 29°51'22" W 49.96' (M)
L4 N 71°20'53" E 50.66' (M)
L5 N 76°45'17" E 51.13' (M)

C 1
R= 1482.70'(P&M)
L= 364.55'(P) 363.61'(M)
Δ = 14°05'44"(P) 14°(CALC)(M)
N 54°04'24" W, 363.63'(P)
N 54°17'50" W, 363.65'(M)

SURVEYOR'S NOTES:
(FENCE OWNERSHIP NOT DETERMINED)

C 2
R= 1482.70'(M)
L= 22.11'(M)
Δ =0°51'16"(M)
CH=N 62°43'00" W, 22.11'(M)



I hereby certify that this Boundary Survey of the hereon described property has been made under my direction, and to the best of my knowledge and belief, it is a true and accurate representation of a survey that meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17 of the Florida Administrative Code.

RONALD W. WALLING
State of Florida Professional Surveyor and Mapper
License No. 6473

Use of this survey other than intended, without written verification, will be at the users' sole risk and without liability to the surveyor.

Florida Land Title Association
FLTA
AFFILIATE MEMBERS

EXACTA
LAND SURVEYORS, LLC
18881291 | 11940 Fairway Lakes Drive | Suite 1 | Fort Myers, FL 33913
P: 866.235.1916 | F: 866.744.2682

SURVEYOR'S LEGEND



Map OF
SNIDER'S SUBDIVISION
OF THE WEST PART OF
BLOCK 6.
BARR'S SUBDIVISION
OF THE
SEYMOUR-Pickett GRANT,
SEC. 49-T-17-R.34 E.
New Smyrna, Flor.
Scale-100'=1" Surveyed by A.S. Robinson, C.E.

State of Florida!
County of Volusia!
On this day personally appeared before me, Mitton A. Snider, who, being first duly sworn says that he is President of Snider-Spencer Company, a corporation, owners of the West part of Block 6, Barr's subdivision of the Seymour-Pickett Grant, Sec. 49-T-17-S.R.34 E, and that the plat hereon is a true and correct map of Snider's subdivision of said property as platted and surveyed by A.S. Robinson, C.E.
Mitton Snider
President
Witness my hand and seal this 24 day of Jan. 1925.
Helen Wright
Notary Public.

O.K. George J. Ott,
City Manager
New Smyrna Fla.
Jan. 24. 1925.

Filed
Jan. 24. 1925
Saml D. Jordan
Clk.
Drawn from Original,
by J.F. McCorkel-1944.

A TRUE COPY
OF MAP
IN BOOK NO. 6
PAGE. NO. 230
CLERK
by
D.C.

Exhibit L

The request would be compatible with the City's Comprehensive Plan under Element VI, Housing on the following objective and policies. The Planning Departments evaluation is in **Bold**.

Objective 2, "To require future development of new housing that is compatible with the land uses identified on the Existing and Future Land Use Maps, and with other elements of the overall *Comprehensive Plan*."

Single-family lots of three (3) or more are defined as new development in the City's Land Development Regulation under Article II. The Future Land Use map shows the east half of this parcel as Low Density Residential.

Policy a. "Carefully monitor and enforce the development approval and building permit process to ensure that new housing is constructed in areas designated for residential development and other compatible land uses, as indicated on the Existing and Future Land Use Maps."

The east half of this parcel has the Low-Density Residential category. This category is compatible with existing residential development in this neighborhood.

Policy b. "As a part of development review, ensure that new housing developments are compatible with the Traffic Circulation Element, in that the new housing does not encroach upon needed rights-of-way for new roads or widening and improvements to existing roads."

The current status and width of Magnolia Street would not require any new improvement. The existing right-of-way can handle the additional trips from the proposed houses.

Policy d. "Carefully monitor and enforce the development approval process to ensure that negative environmental impacts of new housing are minimal, and that new housing developments are not constructed in wetlands, aquifer recharge areas, or areas known to be habitat for threatened or endangered species, without proper mitigation."

The proposed residential development would have minimal impacts to the neighborhood. The parcel is currently vacant and contains no wetlands, aquifer recharge areas, or known to contain threatened or endangered species.

5/9/2019 12:50:46 PM Instrument #2019092146 #1 Book:7692 Page:2592
Doc Stamps $3,197.60 Transfer Amt $456,723.00

Exhibit K

PREPARED BY:
John J. Kabboord, Jr., Esq.
Superior Title Insurance Agency II, LLC
1980 North Atlantic Avenue, Suite 801
Cocoa Beach, FL 32931

WARRANTY DEED

This Warranty Deed made the 7th day of May, A.D. 2019, by

SPACE COAST CREDIT UNION, a State chartered credit union, and having its principal place of business at 8045 N. Wickham Road, Melbourne, Florida 32940, hereinafter called the grantor, to

NEW SMYRNA BEACH, LLC, a Florida limited liability company, having its principal place of business at 7003 S.W. 53rd Lane, Miami, FL 33155, hereinafter called grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Volusia County, Florida, viz:

SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2018.

Instrument #2019092146 #2 Book:7692 Page:2593

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its company seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Jeanne Moeller
Witness #1-signature

Printed Name: Jeanne Moeller

Hilary A Fisbrenner
Witness #2-signature

Printed Name: HILARY A. FISBRENNER

SPACE COAST CREDIT UNION, a State Chartered Credit Union

By: _____
Name: Alan Lewis
Its: COO

BY RESOLUTION RECORDED IN O.R. BOOK 7413, PAGE 1833, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 7 day of May, 2019, by ALAN LEWIS, as Chief Operating Officer of SPACE COAST CREDIT UNION, [✓] who is personally known to me or [ ] who has produced _____ as identification.

Jeanne M. Moeller
Notary Public, State of Florida
Name: Jeanne M. Moeller
(Please print or type)

Commission Number: GG 239570
Commission Expires: NOV 14, 2022

JEANNE M. MOELLER
Notary Public - State of Florida
Commission # GG 239570
My Comm. Expires Nov 14, 2022
Bonded through National Notary Assn.

EXHIBIT "A"

Legal Description

Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and that part of Lots 12, 13, 14, 15 North of U.S. Highway No. 1 right-of-way, SNIDER'S SUBDIVISION of the West part of Block 6, BARR'S SUBDIVISION OF THE SEYMOUR-PICKETT GRANT as shown on Map in Map Book 6, page 230, Public Records of Volusia County, Florida, together with all of the abandoned and vacated right-of-way of Live Oak Street, being described as: That portion of Live Oak Street lying south of Ninth Street and North of U.S. #1, West of Lots 9, 10, 11 and a portion of 13, East of Lots 14 and 20, all being in the SNIDER'S SUBDIVISION of the West part of Block 6, BARR'S SUBDIVISION as recorded in Map Book 6, page 230, Public Records of Volusia County, Florida, as abandoned and vacated by Ordinance No. I-75 of the City of New Smyrna Beach, Volusia County, Florida

LEGAL DESCRIPTION

Address

1701 South Dixie Freeway, New Smyrna Beach, Florida 32168

Parcel Number

7449-05-00-0010

AltKey Number

3887018

Metes and Bounds by Superior Title Insurance Agency II, LLC

Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and that part of Lots 12, 13, 14, 15 North of U.S. Highway No. 1 right-of-way, SNIDER'S SUBDMSION of the West part of Block 6, BARR'S SUBDIVISION OF THE SEYMOUR-PICKETT GRANT as shown on Map in Map Book 6, page 230, Public Records of Volusia County, Florida, together with all of the abandoned and vacated right-of-way of Live Oak Street, being described as:

That portion of Live Oak Street lying south of Ninth Street and North of U.S. #1, West of Lots 9, 10, 11 and a portion of 13, East of Lots 14 and 20, all being in the SNIDER'S SUBDIVISION of the West part of Block 6, BARR'S SUBDMSION as recorded in Map Book 6, page 230, Public Records of ,Volusia County, Florida, as abandoned and vacated by Ordinance No. I-75 of the City of New Smyrna Beach, Volusia County, Florida

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 08-26 Rezoning 1701 South Dixie Freeway

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 08-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 0.85± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF MAGNOLIA STREET, BETWEEN 9TH AND 10TH STREETS ADDRESSED AS 1701 SOUTH DIXIE FREEWAY, FROM CITY *B-3 A, HIGHWAY SERVICE BUSINESS DISTRICT 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, Jeff Allen, 105 Elsa Road, Jupiter, Florida 33477, applicant on behalf of New Smyrna Beach LLC, 105 Elsa Road, Jupitar, Florida 33477, property owner, has requested the rezoning of 0.85± acres of property generally located on the west side of Magnolia Street, between 9th and 10th Streets, addressed as 1701 South Dixie Freeway, from City *B-3 A, Highway Service Business District Airport Overlay* to City *R-2 A, Single Family Residential Airport Overlay* zoning district zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on December 1, 2025, 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 .85± acres of property generally located on the west side of Magnolia Street, between 9th and 10th Streets, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7449-05-00-0010
1701 South Dixie Freeway

Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and that part of Lots 12, 13, 14, 15 North of U.S. Highway No. 1 right-of-way, SNIDER'S SUBDIVISION of the West part of Block 6, BARR'S SUBDIVISION OF THE SEYMOUR-PICKETT GRANT as shown on Map in Map Book 6, page 230, Public Records of Volusia County, Florida, together with all of the abandoned and vacated right-of-way of Live Oak Street, being described as:

That portion of Live Oak Street lying south of Ninth Street and North of U.S. #1, West of Lots 9, 10, 11 and a portion of 13, East of Lots 14 and 20, all being in the SNIDER'S SUBDIVISION of the West part of Block 6, BARR'S SUBDIVISION as recorded in Map Book 6, page 230, Public Records of ,Volusia County, Florida, as abandoned and vacated by Ordinance No. I-75 of the City of New Smyrna Beach, Volusia County, Florida.

shall be and the same is hereby rezoned from City *B-3 A, Highway Service Business District Airport Overlay* to City *R-2 A, Single Family Residential Airport Overlay* zoning district.

SECTION 2: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on January 27, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date***. That this ordinance shall become effective upon final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 1/7/2026

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

APPOINTMENT BUILDING TRADES EXAMINING BOARD: CONSIDER THE APPOINTMENT OF ONE (1) CITIZEN AS A REGULAR MEMBER AND ONE (1) CITIZEN AS AN ALTERNATE MEMBER TO SERVE ON THE BUILDING TRADES EXAMINING BOARD.

January 13, 2026

Background:

The Building Trades Examining Board serves as a vital regulatory body for the City of New Smyrna Beach, ensuring the integrity, professionalism, and technical competence of individuals working within the building trades. Established under Section 26-326 of the city code, the board is composed of experienced professionals from the construction and design industries, along with public representation, to provide balanced oversight. Its primary responsibilities include evaluating qualifications for registration, maintaining standards of character and competency, and recommending updates to city codes that impact the building industry. Through its structured organization and commitment to public service, the board plays a key role in safeguarding the quality and safety of construction practices throughout the city.

Findings:

Establishment & Composition

- The board is composed of seven regular members with expertise in technical codes (e.g., design professionals, contractors, building industry reps).
- Additionally, there are two alternate members:
  - One at-large member from the building industry.
  - One at-large member from the public.

Terms & Appointments

- Regular members serve three-year terms.
- Alternates serve one-year terms.
- Terms are staggered to ensure no more than one-third of the board is replaced annually.
- Members may serve no more than two consecutive terms, unless waived by a 4-vote majority of the city commission.
- All members must be county residents, with preference for city residents.

Organization & Operations

- The board selects a chairman and secretary annually.
- Four members constitute a quorum.
- Actions require a majority vote of those present (assuming quorum).

- Members serve without compensation.

Attendance & Qualifications

- Members must maintain qualifications; failure may result in suspension or removal.
- Missing three unexcused regular meetings results in automatic removal.
- The city commission holds authority to remove any member at any time.

Duties, Powers & Responsibilities

- Review and approve applicants for certificates of registration based on qualifications.
- Assess character and integrity of applicants and request necessary information.
- Recommend amendments to city codes and standards affecting the construction and building trades.

Applicants:

- James Stimson
- Paul Heer

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

James Stimson.pdf
Heer, Paul.pdf
Building Trades Roster 11.12.2025.pdf

Boards & Commissions Application

Profile

James
First Name

Stimson
Last Name

cwcwindows@cfl.rr.com
Email Address

901 S Myrtle Ave
Home Address

Suite or Apt

NEW SMYRNA BEACH
City

FL
State

32168
Postal Code

Home: (386) 689-4577
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Building Trades Examining Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 1

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

20

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

NEW SMYRNA BEACH HIGH SCHOOL

College(s)

Degrees held

Upload a Resume

Work Experience

CWC WINDOWS & DOORS, INC
Employer

PRESIDENT
Job Title

Please describe your work experience, if any.

INSTALLATION OF WINDOWS AND DOORS FOR OVER 30 YEARS

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

TO BETTER THE PERMITTING PROCESS

References

Name of Reference #1 (Please do not list current elected officials)

JIM JONES

Address of Reference #1

831 FAIRWAY DRIVE NEW SMYRNA BEACH, FL 32168

Telephone Number of Reference #1

386-426-3177

Email address of reference #1

ichabod@cfl.rr.com

Nature of your relationship (business/personal).

BUSINESS

Name of Reference #2 (Please do not list current elected officials)

SKIP ROBERTS

Address of Reference #2

2803 35TH STREET EDGEWATER, FL 32141

Telephone Number of Reference #2

386-566-7922

Email Address of Reference #2

Nature of your relationship (business/personal).

BUSINESS

Name of Reference #3 (Please do not list current elected officials)

LARRY WHITTENTON

Address of Reference #3

2903 HARDY AVE NEW SMYRNA BEACH, FL 32168

Telephone Number of Reference #3

386-481-3031

Email address of Reference #3

Nature of your relationship (business/personal).

PERSONAL

Boards & Commissions Application

Profile

Paul
First Name

Heer
Last Name

paulheer@cfl.rr.com
Email Address

1021 S. Glencoe Road
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (386) 690-4337
Primary Phone

Business: (386) 428-5494
Alternate Phone

Which Boards would you like to apply for?

Building Trades Examining Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

○ Yes ◉ No

What zone do you live in? *

☑ Unknown

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

46 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

1985 grad of NSB

College(s)

some

Degrees held

Upload a Resume

Work Experience

Heer & Sons Construction Co.
Employer

owner
Job Title

Please describe your work experience, if any.

I'm a General Contractor who builds new custom homes and does remodels and additions

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

I currently serve on the NSB Building Trades board as chairman and have been on the board since 2009

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

References

Name of Reference #1 (Please do not list current elected officials)

Bill Mead

Address of Reference #1

541 White Coral Lane NSB, FL 32168

Telephone Number of Reference #1

(386)314-4127

Email address of reference #1

Nature of your relationship (business/personal).

personal

Name of Reference #2 (Please do not list current elected officials)

Kirk Martin

Address of Reference #2

838 Pine Shores Cir. NSB, FL 32168

Telephone Number of Reference #2

(386)689-0269

Email Address of Reference #2

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

Rob Stocker

Address of Reference #3

436 Old Mission Rd. NSB, FL 32168

Telephone Number of Reference #3

(386)566-0382

Email address of Reference #3

Nature of your relationship (business/personal).

personal

City of New Smyrna Beach, FL

Building Trades Examining Board

Board Roster

Paul Heer

6th Term Jan 02, 2023 - Jan 02, 2026

Email paulheer@cfl.rr.com
Home Phone Mobile: (386) 690-4337
Alternate Phone Business: (386) 428-5494
Address
1021 S. Glencoe Road
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Vice Chair
Category Building Industry Representative and Contractor

Heidi Hales-walker

2nd Term Jan 02, 2024 - Jan 01, 2027

Email heidilynn07@gmail.com
Home Phone Mobile: (386) 314-9886
Alternate Phone Business: (386) 888-3751
Address
723 Fairway Drive
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member
Category At-large member of Public, Commission waived Qualifications to advance to Regular Member

---

Francis T Dalton

2nd Term Jan 02, 2024 - Jan 01, 2027

Email ftdcad@gmail.com
Home Phone Home: (386) 689-6896
Address
1617 Martin Dairy Road
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member
Category At-large member of Building Industry, Commission waived Qualifications to advance to Regular Member

---

Joseph Blanchett

5th Term Jan 02, 2025 - Jan 02, 2028

Email joetropic@aol.com
Home Phone Home: (386) 423-8161
Alternate Phone Home: (386) 527-9273
Address
802 Magnolia Street
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member
Category Contractor

Robert John Werner

2nd Term Jan 02, 2025 - Jan 02, 2028

Email bob@coastalclaims.net
Home Phone Home: (386) 937-2806
Alternate Phone Business: (386) 314-0074
Address
1059 Turnbull Creek Road
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member
Category Contractor

Randolph Mckown

1st Term Oct 14, 2025 - Oct 13, 2028

Email randymc22@aol.com
Home Phone Mobile: (407) 342-4384
Address
498 Venetian Villa Drive
New Smyrna Beach, FL 32168

Position Regular Member

Nick Schulz

1st Term Oct 14, 2025 - Oct 13, 2028

Email nick@delmarcompanyinc.com
Home Phone Home: (386) 847-4530
Address
1016 Dillon Cr
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member

Mary Fikert

1st Term Oct 14, 2025 - Oct 13, 2028

Email mafikert@gmail.com
Home Phone Home: (407) 342-4384
Address
498 Venetian Villa Drive
New Smyrna Beach, FL 31268

Position Alternate Member
Category At-large from Public

Vacancy

Position Alternate Member
Category At-large from Building Industry

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

BOARD VACANCY NOTICE - ECONOMIC DEVELOPMENT ADVISORY BOARD

January 13, 2026

Background:

Board Composition

- Regular Members: Five (5) appointed by the City Commission.
- Compensation: All members serve without compensation.

Appointment & Terms

- Members must reside in New Smyrna Beach or own a business in the City.
- Regular members serve three-year staggered terms at the pleasure of the City Commission.
- Members may be removed with or without cause by the City Commission.
- Vacancies are filled by the City Commission for the unexpired term.
- Members continue to serve until removed, replaced, or reappointed.

Qualifications

- Wherever possible, appointees should have demonstrated expertise in:
  - Business operations
  - Tourism
  - Finance
  - Real estate development
  - Other related fields
- Restrictions**:** City employees and members of other City advisory boards may not serve on this Board.

Duties

- Make recommendations to the City Commission and City Manager regarding:
  - Implementation and funding of the City's Economic Development Plan.
  - Strategies to foster economic development within the City.
- Perform additional assignments as requested by the City Commission or City

Manager.

Operations

- Meetings**:** At least once per quarter.
- Leadership**:** Board shall elect a Chair and Vice Chair annually.

Fiscal Analysis:
None.

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

18-10_Economic_Development_Advisory_Board_Created.pdf
Resolution No. 24-25 Creation of Economic Developement Advisory Board.pdf

RESOLUTION NO. 18-10

A RESOLUTION CREATING AN ECONOMIC DEVELOPMENT ADVISORY BOARD; PRESCRIBING QUALIFICATIONS AND DUTIES; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in December 2009, the City Commission adopted a vision statement that states in part, "We will build an attractive City that offers exceptional opportunities...Job opportunities will abound throughout our industrial centers and downtown areas...Our City will boast of sustainable business corridors and office parks..."; and

WHEREAS, the "100 Day Economic Development Plan" that has been delivered to the City Commission states in Strategy 2.1.A that an official Economic Development Board needs to be established with appointments by the Mayor and City Commissioners; and

WHEREAS, Section 77, City Charter, authorizes the City Commission to appoint boards to act in an advisory capacity; and

WHEREAS, it is the desire of the City Commission to solicit the assistance of a group of knowledgeable citizens regarding the City's economic development efforts.

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

SECTION 1: There is hereby created an Economic Development Advisory Board.

SECTION 2: The Economic Development Advisory Board shall consist of seven regular members. Board members shall serve without compensation.

SECTION 3: Each City Commissioner (except the Mayor) shall nominate one regular Board member for appointment by the City Comission to serve on the Economic Development Advisory Board who shall either reside in New Smyrna Beach or own a business in the City. The Utilities Commission of the City of New Smyrna Beach shall nominate one member of its governing board for appointment by the City Commission to serve as a Board member ex officio. The Volusia County Economic Development Department shall nominate a

staff member for appointment by the City Commission as a non-voting Board member. The Mayor will chair the Advisory Board as a non-voting member of the Board serving ex officio.

SECTION 4: The seven members of the Economic Development Advisory Board serve four year staggered terms at the pleasure of the City Commission and may be removed from the Economic Development Advisory Board by the City Commission with or without cause. If the position of a member becomes vacant for any reason, the City Commission shall appoint another qualified person to serve the unexpired term of the vacated position. The Economic Development Advisory Board shall work with the City Manager or the City Manager's designee.

SECTION 5: Qualifications of members. Wherever possible the City Commission shall appoint members to the Economic Development Advisory Board who have demonstrated expertise, training, education or experience in operating a business, tourism, finance, real estate development, or another related field. City employees and members of other City advisory boards may not serve as members of the Economic Development Advisory Board.

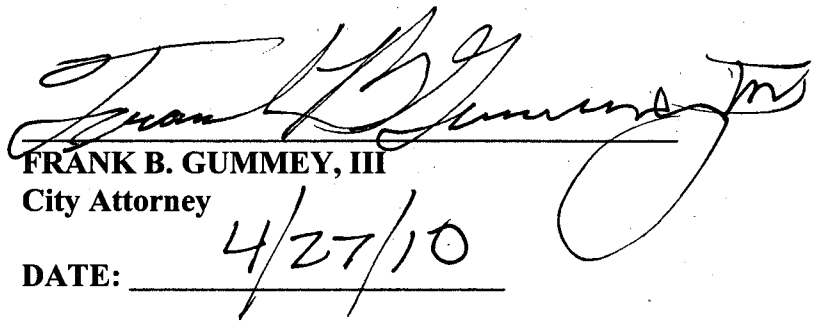
SECTION 6: Duties. The Economic Development Advisory Board is charged with making recommendations to the City Commission and City Manager regarding the implementation and funding of the City's Economic Development Plan, fostering economic development within the City, and performing such other duties and assignments as requested by the City Commission or City Manager.

SECTION 7: The Economic Development Advisory Board will meet at least once per month. All meetings shall be open to the public and minutes shall be kept as provided by state law.

SECTION 8: ***Conflicting Resolutions.*** That all resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 9: ***Effective Date.*** That this resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:



FRANK B. GUMMEY, III
City Attorney

DATE: 4/27/10

The Within and Foregoing Resolution No. 18-10 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at City Hall in said City on April 27, 2010. Motion was made by Commissioner Reiker, and seconded by Commissioner Grasty, that said Resolution be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution resulted as follows:

MAYOR ADAM BARRINGER	**Yes**
VICE MAYOR LYNNE PLASKETT	**Yes**
COMMISSIONER JUDY REIKER	**Yes**
COMMISSIONER J. S. GRASTY	**Yes**
COMMISSIONER JAMES W. HATHAWAY	**Yes**

Whereupon, the Mayor of the City of New Smyrna Beach, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity and as is required by law.

(OFFICIAL SEAL)

As Mayor of the City of New Smyrna Beach, Florida

As City Clerk of the City of New Smyrna Beach, Florida

RESOLUTION NO. 18-10

RESOLUTION NO. 24-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH CREATING AN ECONOMIC DEVELOPMENT ADVISORY BOARD; PRESCRIBING QUALIFICATIONS AND DUTIES; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 7.01, City Charter, authorizes the City Commission to appoint boards to act in an advisory capacity; and

WHEREAS, it is the desire of the City Commission to solicit the assistance of a group of knowledgeable citizens regarding the City's economic development efforts.

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

SECTION 1: There is hereby created an Economic Development Advisory Board.

SECTION 2: The Economic Development Advisory Board shall consist of five regular members. Board members shall serve without compensation.

SECTION 3: The City Commission shall appoint five people to serve staggered terms on the Economic Development Advisory Board who shall own a business in the City.

SECTION 4: Two of the five board members shall serve two-year terms and the three remaining members shall serve three-year terms. Thereafter, individual terms shall be for a period of three years. The members shall serve at the pleasure of the City Commission and may be removed from the Economic Development Advisory Board by the City Commission with or without cause. If the position of a member becomes vacant for any reason, the City Commission shall appoint another qualified person to serve the unexpired term of the vacated position. Members shall continue to serve until removed, replaced, or reappointed. The Economic Development Advisory Board shall work with the City Manager or the City Manager's designee.

SECTION 5: *Qualifications of members.* Wherever possible the City Commission shall appoint members to the Economic Development Advisory Board who have demonstrated expertise, training, education or experience in operating a business, tourism, finance, real estate development, or another related field. City employees and members of other City advisory boards may not serve as members of the Economic Development Advisory Board.

SECTION 6: *Duties.* The Economic Development Advisory Board is charged with making recommendations to the City Commission and City Manager regarding the implementation and funding of the City's Economic Development Plan, fostering economic development within the City, and performing such other duties and assignments as requested by the City Commission or City Manager.

SECTION 7: The Economic Development Advisory Board will meet at least once per quarter. The Board shall annually elect a chair and vice chair. All meetings shall be open to the public and minutes shall be kept as provided by state law.

SECTION 8: *Conflicting Resolutions.* That all resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 9: *Effective Date.* That this resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/26/2025

The Within and Foregoing Resolution No. 24-25 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held in the City Commission Chambers in said City on August 26, 2025. A motion was made by Vice Mayor Martin, and Seconded by Commissioner McGuirk, that said Resolution be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution resulted as follows:

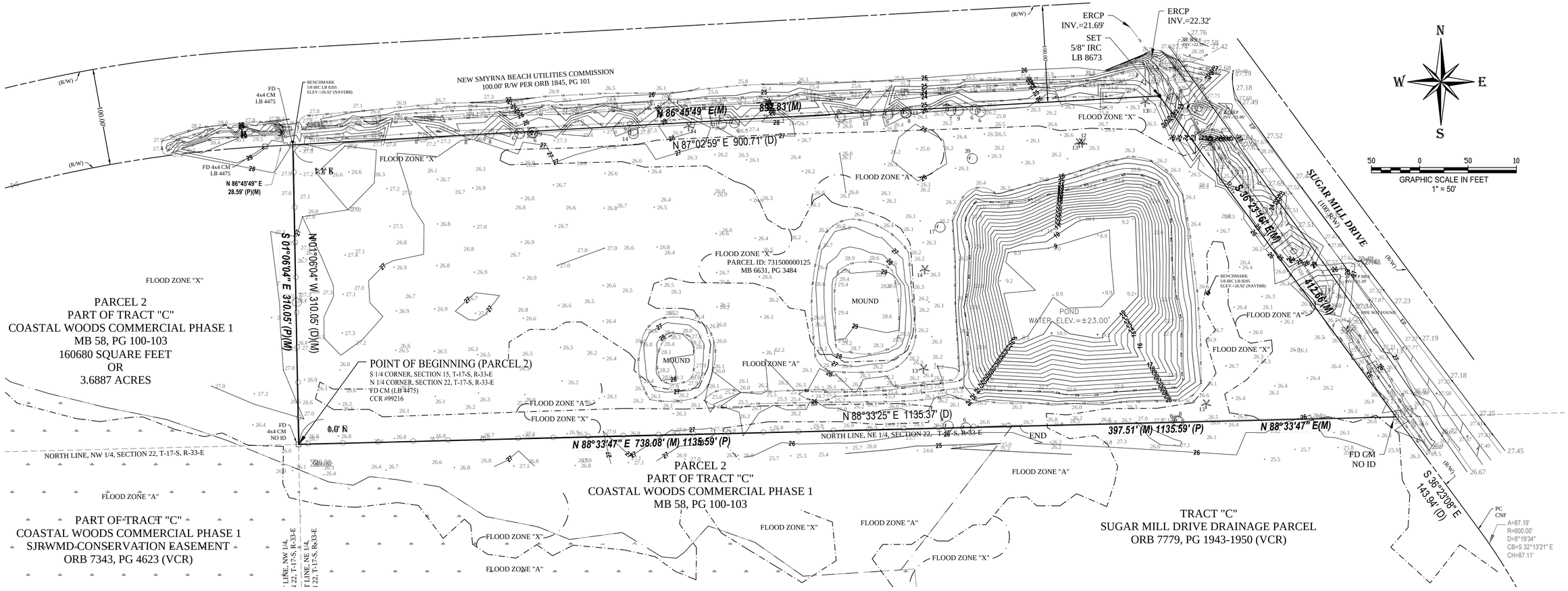
MAYOR FRED E. CLEVELAND	Yes
VICE MAYOR LISA MARTIN	Yes
COMMISSIONER VALLI PERRINE	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMISSIONER BRIAN ASHLEY	Yes

Whereupon, the Mayor of the City of New Smyrna Beach, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity and as is required by law.

As Mayor of the City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

As City Clerk of the
City of New Smyrna Beach, Florida



LEGAL DESCRIPTION: (ORB 6631, PAGE 3485 VCR)

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH 1/4 CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 900.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF AFORESAID SECTION 15, THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.600 ACRES MORE OR LESS.

ABBREVIATIONS

A	ARC LENGTH
(C)	CALCULATED
CM	CONCRETE MONUMENT
CNF	CORNER NOT FOUND
D	DELTA
(D)	DESCRIPTION OR DEED
DWG	DRAWING
EP	EDGE OF PAVEMENT
FD	FOUND
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M	FLOOD INSURANCE RATE MAP
FL	FLORIDA
ID	IDENTIFICATION
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
(M)	MEASURED
M.B.	MAP BOOK
NAVD	NORTH AMERICAN VERTICAL DATUM
ORB	OFFICIAL RECORD BOOK
(P)	PLAT
PG	PAGE
R	RADIUS
R/W	RIGHT-OF-WAY
(VCR)	VOLUSIA COUNTY RECORDS

LEGEND

- BENCHMARK
- CENTER LINE
- CONCRETE MONUMENT
- • 0.00 EXISTING ELEVATION
- GUY ANCHOR
- IRON PIPE AND CAP (AS NOTED)
- IRON ROD AND CAP (AS NOTED)
- SIGN (UNLESS NOTED)
- WATER METER
- WATER VALVE
- WOOD UTILITY POLE

LINE TYPE LEGEND

- HOG WIRE FENCE
- OVERHEAD ELECTRIC
- TOP OF BANK
- TOE OF SLOPE
- POND WATERLINE

TREE LEGEND

TREE NAME	SYMBOL	COUNT
BAY		04
OAK		23
PALM		07
12" DENOTES 12" DIAMETER TRUNK (TYPICAL)		TOTAL COUNT 34

GENERAL NOTES:

1. **BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE NORTH LINE OF TRACT "C", COASTAL WOODS COMMERCIAL PHASE 1, BEING N 64°02'49" E. (FOR ANGLE MEASUREMENT ONLY).**
2. **LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC.. NO TITLE WORK PROVIDED TO THIS SURVEYOR.**
3. **THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 50' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.**
4. **RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ) , WHEN DIFFERS FROM MEASURED.**
5. **FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF NEW SMYRNA BEACH, FLORIDA NUMBER 125132, PANEL NUMBER 12127 C 0540 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY APPEARS TO BE IN FLOOD ZONE "X" AND FLOOD ZONE "A" AS SHOWN.**
6. **DATA SOURCES:**

   ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK IS A NATIONAL GEODETIC SURVEY DESIGNATION: S212, ELEVATION = 27.43 FEET.
7. **HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.**

   A.) OFFICIAL RECORDS BOOK 6631, PAGE 3484, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   B.) OFFICIAL RECORDS BOOK 7162, PAGE 4625, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   C.) OFFICIAL RECORDS BOOK 7799, PAGE 1940, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   D.) OFFICIAL RECORDS BOOK 7799, PAGE 1943, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   E.) OFFICIAL RECORDS BOOK 7826, PAGE 5952, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   F.) COASTAL WOODS MULTI-FAMILY, AS RECORDED IN MAP BOOK 618, PAGE 140-142, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   G.) COASTAL WOODS COMMERCIAL PHASE 1, AS RECORDED IN MAP BOOK 58, PAGE 100-103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
8. **THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.**
9. **UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.**
10. **LIMITATIONS:**

    A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(D)(4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAY(S) & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY(S) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

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

GENERAL NOTES:

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(5)(6)

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

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TOPOGRAPHIC SURVEY:
1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
2.) OFF-SITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENTS AGENT, BEING AN ARCHITECT OR ENGINEER.

11. **PIPE SIZE, MATERIAL AND INVERTS OF SEWER AND DRAINAGE STRUCTURES WERE OBTAINED WHERE ACCESSIBLE. DUE TO THE NATURE OF OBTAINING THE DATA WHERE THE STRUCTURES ARE IN USE AND THE ACTUAL INVERTS ARE OBSCURED, THE INFORMATION OBTAINED MAY BE THE BEST APPROXIMATION OF THE TRUE MEASUREMENTS. IT IS THE RESPONSIBILITY OF THE END USER TO VERIFY THE DIAMETER AND MATERIAL UTILIZING AS-BUILD DRAWINGS OR OTHER RESOURCES PRIOR TO CONSTRUCTION.**
12. **IN INSTANCES WHERE THE STRUCTURES ARE FULL OF WATER OR EFFLUENT AND THE INVERTS WERE OBSCURED, THE BOTTOM OF THE STRUCTURE WAS OBTAINED.**
13. **UNITS OF MEASUREMENT ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. WELL IDENTIFIED FEATURES IN THIS SURVEY WERE FIELD MEASURED TO A HORIZONTAL POSITIONAL ACCURACY OF 0.05'. THE ELEVATIONS ON IMPERVIOUS SURFACES WERE FIELD MEASURED TO 0.03' AND ON GROUND SURFACES TO 0.1'.**

REVISIONS:

SITE ADDRESS: 390 Sugar Mill Drive New Smyrna Beach, Florida

TYPE OF SURVEY: Boundary, Tree & Topographic

PROJECT NUMBER: 25-78

Field Work by: RS Date: 07/15/25
Field Book: 45 Page: 14

Office Work by: BR Date: 07/16/25
Scale: 1" = 50'

A1A SURVEYING
RESIDENTIAL · COMMERCIAL · CONSTRUCTION

386.216.5730
711 Pineland Trail, Ormond Beach, Florida LB 8673

THE FOREGOING BOUNDARY, TOPOGRAPHIC AND TREE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 5J-17, SECTIONS 051, FLORIDA STATUTES.

07/16/2025
PSM #6378
David McMillen
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

David McMillen
LS 6378
STATE OF FLORIDA
REGISTERED LAND SURVEYOR