City Commission Regular Meeting
Tuesday, August 26, 2025 at 6:30 PM

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

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplin Shelia Turner 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: Historic Westside Stormwater Master Plan – $1,000,000 State Appropriation Funding Check Presentation with Senator Tom Wright.

4.B Presentation: Economic Development Task Force

4.C Presentation: Current Stormwater and Dredging Projects Update

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, August 12, 2025.

7.B Consider the approval of a proposal by Avcon, INC for Wildlife Fence - Design Phase Services

7.C Consider the approval of an amendment to the Opioid Abatement Grant Agreement to extend the grant period and recommit funding.

7.D Consider the approval of a change order to an existing purchase order for ditch cleaning and dredging of Pine Shores and Aqua Court.

7.E Consider the approval of an agreement between the City of New Smyrna Beach and the Florida Department of Transportation (FDOT) for Staging of Equipment and Personnel Supporting Emergency Management Activities

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the acceptance of the donation of property located on South Riverside Drive from M. Randolph McHenry and Sharon M. McHenry via Quit Claim Deed.

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

8.C Resolution No. 23-25: Consider the adoption of a Resolution, which, if adopted, would sunset the Economic Development Task Force.

8.D Resolution No. 24-25: Consider the adoption of a resolution, which, if adopted, would re-instate the Economic Development Advisory Board and prescribing By-Laws including qualifications, terms and duties.

9. QUASI-JUDICIAL HEARINGS

10. PUBLIC HEARINGS

10.A Ordinance No. 41-25: Conduct a Second Reading and Public Hearing, which, if adopted, would amend sign definitions and required improvements

10.B Ordinance No. 43-25: Conduct a Second Reading and Public Hearing, which, if adopted, would grant a non-exclusive franchise agreement to VPL Logistics, LLC.

10.C Ordinance No. 44-25: Conduct a Second Reading and Public Hearing, which, if adopted, would repeal Ordinance No. 07-25 and adopt a new ordinance adopting a revised boating-restricted area within 500 feet of a sewage pump out station near Yacht Club Island.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 53-25 : Conduct the First Reading of an Ordinance, which, if adopted, upon the Second Reading and Public Hearing, would revise charges for household and commercial solid waste.

12. BOARDS AND COMMISSIONS

12.A Historic Preservation Commission: Consider the appointment two (2) citizens to fill two unfulfilled vacancies that are set to expire on May 14, 2026, and May 14, 2027 and the re-appointment of one (1) citizen to serve with terms, expiring on May 14, 2028.

12.B Board Vacancy Notice: Building Trades Examining 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 - CAPITAL IMPROVEMENTS PROJECT

PRESENTATION: HISTORIC WESTSIDE STORMWATER MASTER PLAN – $1,000,000 STATE APPROPRIATION FUNDING CHECK PRESENTATION WITH SENATOR TOM WRIGHT.

August 26, 2025

Background:

The City of New Smyrna Beach was awarded $1,000,000 in State Appropriations funding for the Historic Westside Stormwater Master Plan. Senator Tom Wright will present a check to the City Commission.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Jesse Kobe

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

PRESENTATION: ECONOMIC DEVELOPMENT TASK FORCE

August 26, 2025

Background:

The Mayor and City Commission will recognize the members of the Economic Development Task Force for the time and dedication to the board.

Fiscal Analysis:

None.

Strategic Plan Item:

Yes

Staff Report Created By: Samantha Bergeron - CRA / Economic Development Director

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

PRESENTATION: CURRENT STORMWATER AND DREDGING PROJECTS UPDATE

August 26, 2025

Background:
Staff update on the following projects:

1.Stormwater Master Plan Phase 1 study
2.Stormwater Master Plan Phase 2 status
3.Update Stormwater Projects:
   a. Historic Westside Drainage Improvement Project
   b. Corbin Park Drainage Improvement Project
   c. North Atlantic Drainage Improvement Project
4.Dredging Projects Update:
   a. South Turnbull Bay canal
   b. North Turnbull Bay canal
   c. Old Minorcan Pond
   d. Glencoe-Geiger Cemetery canal
   e. Gabordy Canal

Fiscal Analysis:
All projects are currently funded through the stormwater utility fund supplemented by various grants being USDA and FDEP, therefore no additional funding is requested at this time.

Strategic Plan Item:
No

Staff Report Created By: Kyle Fegley - City Engineer

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

CITY MANAGER'S REPORT

August 26, 2025

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 8-26-25 with 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 – August 26, 2025**

Date: August 20, 2025

- Continued preparations for the 2026 Fiscal Year Budget scheduled to be approved September 23. A second budget workshop was held on August 6. A public hearing will be conducted on Wednesday September 10 in the Commission Chambers, beginning at 5:30 PM. A second public hearing will be held on September 23, during the regularly scheduled Commission meeting.

- Attended the Florida League of Cities Annual Conference August 13 – 17.

- The Finance Department issued an invitation for sealed bids on August 18 for the Sports Complex Playground project. The bid is to include designing, fabricating, and installing playground equipment to replace the existing equipment at the New Smyrna Beach Sports Complex, located at 1800 Turnbull Bay Road. The bid deadline is September 18, and the bid opening is September 19.

- The Finance Department launched two new online service enhancements this week. Residents can now conveniently pay for lien searches and garage sale permits online. This enhancement will streamline the process for the approximate 2,000 lien searches and five hundred garage sale permits issued each year. Access the new online payment system here: https://flnewsmyrnabeachweb.myvscloud.com/webtrac/web/splash.html?interfaceparameter=WebTrac_2

- Met with the Executive Director of the SEV Chamber of Commerce on August 19 to receive monthly update on Chamber activities.

- Continued discussions concerning the ongoing Police and Fire union contract negotiations.

- Will participate in the Southeast Volusia Chamber of Commerce Government Leadership Panel on August 21.

- Will attend the Volusia Manager's Association meeting on Aug 27.

- Please find attached the July Financial Report.

- Please find attached the July Permit Issuance Report.

- Please find attached the July Digital Media Report.

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

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

City of New Smyrna Beach

FINANCIAL REPORT FOR MONTH ENDED JULY 31, 2025

FINANCIAL SNAPSHOT AS OF JULY 31, 2025

Revenues and Expenses:

- Budget vs. Actuals - Budget figures represent a full 12-month period, while actuals reflect performance from October 1 through the July 31, 2025 (10 months).
- Percent Recognized - This column adjusts for elapsed time to show how much of the annual budget has been recognized, enabling meaningful comparisons. Synonymous with progress-to-date.
- Revenue Timing - Some revenues are received 1–2 months in arrears, which may cause budget comparisons to appear delayed or behind schedule—even though they are on track.
- Capital Expenses/Grant Revenue Timing - Capital project timelines vary, and grant reimbursements are typically received after expenditures are incurred, making straight-line comparisons to the budget difficult.
- 83% of the year and 79% of the pay periods have been completed as of July 31, 2025.
- In general, actual operating revenues and expenses are tracking within the expected range of 79%-83%, indicating alignment with budget projections for this point in the fiscal year.

Cash:

- Cash balances remain healthy driven by front-loaded tax collections (November–April).
- Cash is expected to decline through September as spending continues, and tax inflows taper off.

Debt:

- No new debt issued. $1.44 million in principal payments have been made, representing 4.5% of total outstanding debt.
- Total outstanding debt = $30.2 million (down from $31.6 million at he beginning of the year).

GENERAL FUND

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

AS OF JULY 31, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
REVENUES		$ 58,295,569	$ 45,054,238	$ (13,241,331)	77%
EXPENSES		$ (60,401,742)	$ (36,443,815)	$ 23,957,927	60%
NET SURPLUS (DEFICIT)		**$ (2,106,173)**	**$ 8,610,423**	**$ 10,716,596**	**-409%**
REQUIRED RESERVES		$ (12,604,431)	$ (12,604,431)	$ -	100%
OTHER RESERVES		$ (4,146,490)	$ (4,146,490)	$ -	100%
		$ (16,750,921)	**$ (16,750,921)**	$ -	**100%**
FUND BALANCE BEG	10/01/24	$ 18,857,094	$ 19,368,032	$ 510,938	103%
FUND BALANCE END	07/31/25	**$ -**	**$ 11,227,534**	**$ 11,227,534**	-

GENERAL FUND

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



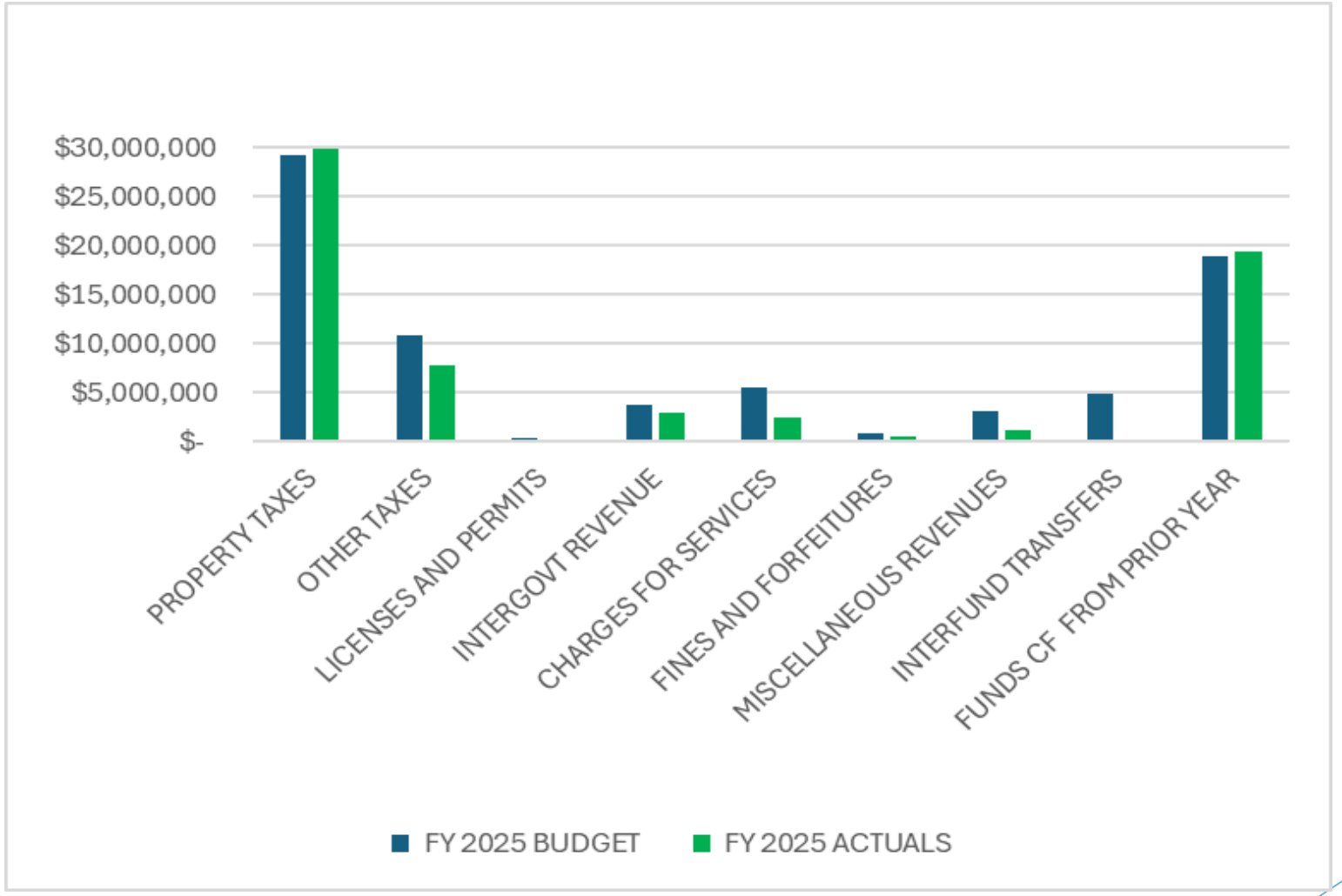
GENERAL FUND

Revenues by Type

AS OF JULY 31, 2025	FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
PROPERTY TAXES	$ 29,256,187	$ 29,929,148	$ 672,961	102%
OTHER TAXES	$ 10,851,732	$ 7,828,307	$ (3,023,425)	72%
LICENSES AND PERMITS	$ 302,434	$ 249,657	$ (52,777)	83%
INTERGOVT REVENUE	$ 3,763,851	$ 2,844,166	$ (919,685)	76%
CHARGES FOR SERVICES	$ 5,453,026	$ 2,502,866	$ (2,950,160)	46%
FINES AND FORFEITURES	$ 758,432	$ 517,778	$ (240,654)	68%
MISCELLANEOUS REVENUES	$ 3,030,227	$ 1,182,316	$ (1,847,911)	39%
INTERFUND TRANSFERS	$ 4,879,680	$ -	$ (4,879,680)	0%
FUNDS CF FROM PRIOR YEAR	$ 18,857,094	$ 19,368,032	$ 510,938	103%
TOTAL REVENEUS	**$ 77,152,663**	**$ 64,422,270**	**$ (13,241,331)**	**83%**

GENERAL FUND

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



GENERAL FUND

Expenses by Function

AS OF JULY 31, 2025	FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
CITY COMMISSION	$ (390,506)	$ (306,480)	$ 84,026	78%
CITY MANAGER	$ (1,262,815)	$ (900,783)	$ 362,032	71%
CITY CLERK	$ (553,455)	$ (377,067)	$ 176,388	68%
FINANCE	$ (1,311,103)	$ (829,184)	$ 481,919	63%
INFORMATION TECHNOLOGY	$ (1,584,624)	$ (1,210,007)	$ 374,617	76%
HUMAN RESOURCES/PERSONN	$ (917,502)	$ (593,672)	$ 323,830	65%
CITY ATTORNEY	$ (741,511)	$ (531,785)	$ 209,726	72%
PLANNING & ENGINEERING	$ (1,670,402)	$ (1,136,637)	$ 533,765	68%
PUBLIC WORKS ADMINISTRA	$ (597,783)	$ (350,659)	$ 247,124	59%
FACILITY MAINTENANCE	$ (592,148)	$ (377,617)	$ 214,531	64%
GENERAL GOVERNMENT	**$ (9,621,849)**	**$ (6,613,891)**	**$ 3,007,958**	**69%**

GENERAL FUND

Expenses by Function (continued)

AS OF JULY 31, 2025	FY 2025 BUDGET	FY 2025 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
POLICE	$ (12,557,724)	$ (8,197,920)	$ 4,359,804	65%
PARKING VIOLATIONS	$ (162,000)	$ (66,094)	$ 95,906	41%
FIRE	$ (9,762,099)	$ (6,299,086)	$ 3,463,013	65%
FIRE TRANSPORT	$ (1,793,030)	$ (642,548)	$ 1,150,482	36%
EMERGENCY MANAGEMENT OP	$ (49,447)	$ (15,275)	$ 34,172	31%
PUBLIC SAFETY	**$ (24,324,300)**	**$ (15,220,923)**	**$ 9,103,377**	**63%**
HURRICANES	$ (6,968,027)	$ (1,378,543)	$ 5,589,484	20%
HURRICANES	**$ (6,968,027)**	**$ (1,378,543)**	**$ 5,589,484**	**20%**
RECREATION	$ (2,002,260)	$ (1,469,335)	$ 532,925	73%
PARKS	$ (2,379,453)	$ (1,480,046)	$ 899,407	62%
SPORTS COMPLEX	$ (1,401,951)	$ (1,063,176)	$ 338,775	76%
LIESURE SERVICES	**$ (5,783,664)**	**$ (4,012,558)**	**$ 1,771,106**	**69%**

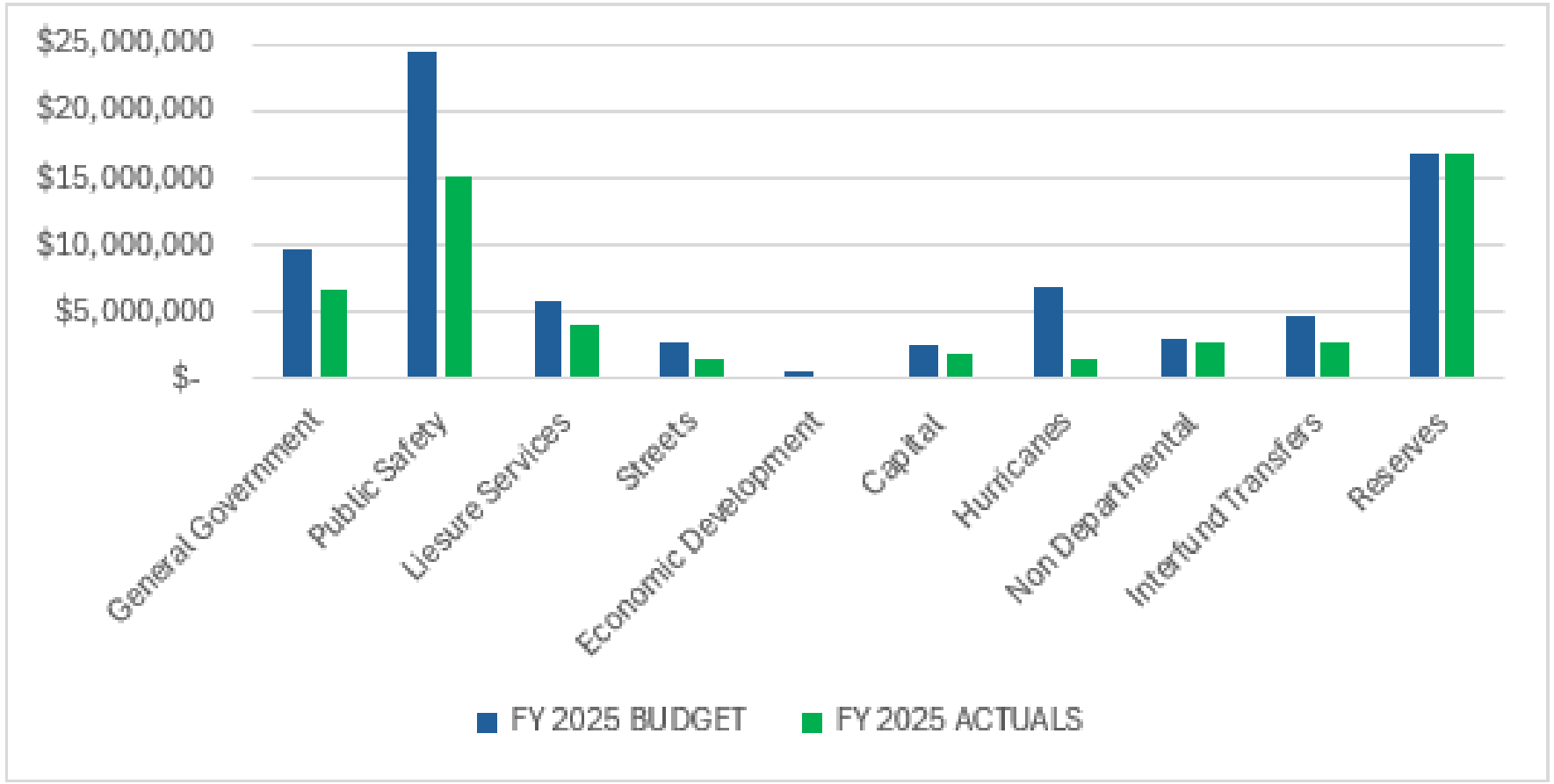
GENERAL FUND

Expenses by Function (continued)

AS OF JULY 31, 2025	FY 2025 BUDGET	FY 2025 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
STREETS	$ (2,796,053)	$ (1,412,444)	$ 1,383,609	51%
STREETS	**$ (2,796,053)**	**$ (1,412,444)**	**$ 1,383,609**	**51%**
ECONOMIC DEVELOPMENT	$ (612,975)	$ (277,775)	$ 335,200	45%
ECONOMIC DEVELOPMENT	**$ (612,975)**	**$ (277,775)**	**$ 335,200**	**45%**
NON-DEPARTMENTAL	$ (3,036,061)	$ (2,745,565)	$ 290,496	90%
NON-DEPARTMENTAL	**$ (3,036,061)**	**$ (2,745,565)**	**$ 290,496**	**90%**
CAPITAL	$ (2,464,801)	$ (1,988,750)	$ 476,051	81%
CAPITAL	**$ (2,464,801)**	**$ (1,988,750)**	**$ 476,051**	**81%**
INTERFUND TRANSFERS	$ (4,794,012)	$ (2,793,365)	$ 2,000,647	58%
INTERFUND TRANSFERS	**$ (4,794,012)**	**$ (2,793,365)**	**$ 2,000,647**	**58%**
REQUIRED RESERVES	$ (12,604,431)	$ (12,604,431)	$ -	100%
OTHER RESERVES	$ (4,146,490)	$ (4,146,490)	$ -	100%
RESERVES	**$ (16,750,921)**	**$ (16,750,921)**	**$ -**	**100%**
TOTAL EXPENSES	**$ (77,152,663)**	**$ (53,194,736)**	**$ 23,957,927**	**69%**

GENERAL FUND

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



GENERAL FUND

SUB FUNDS

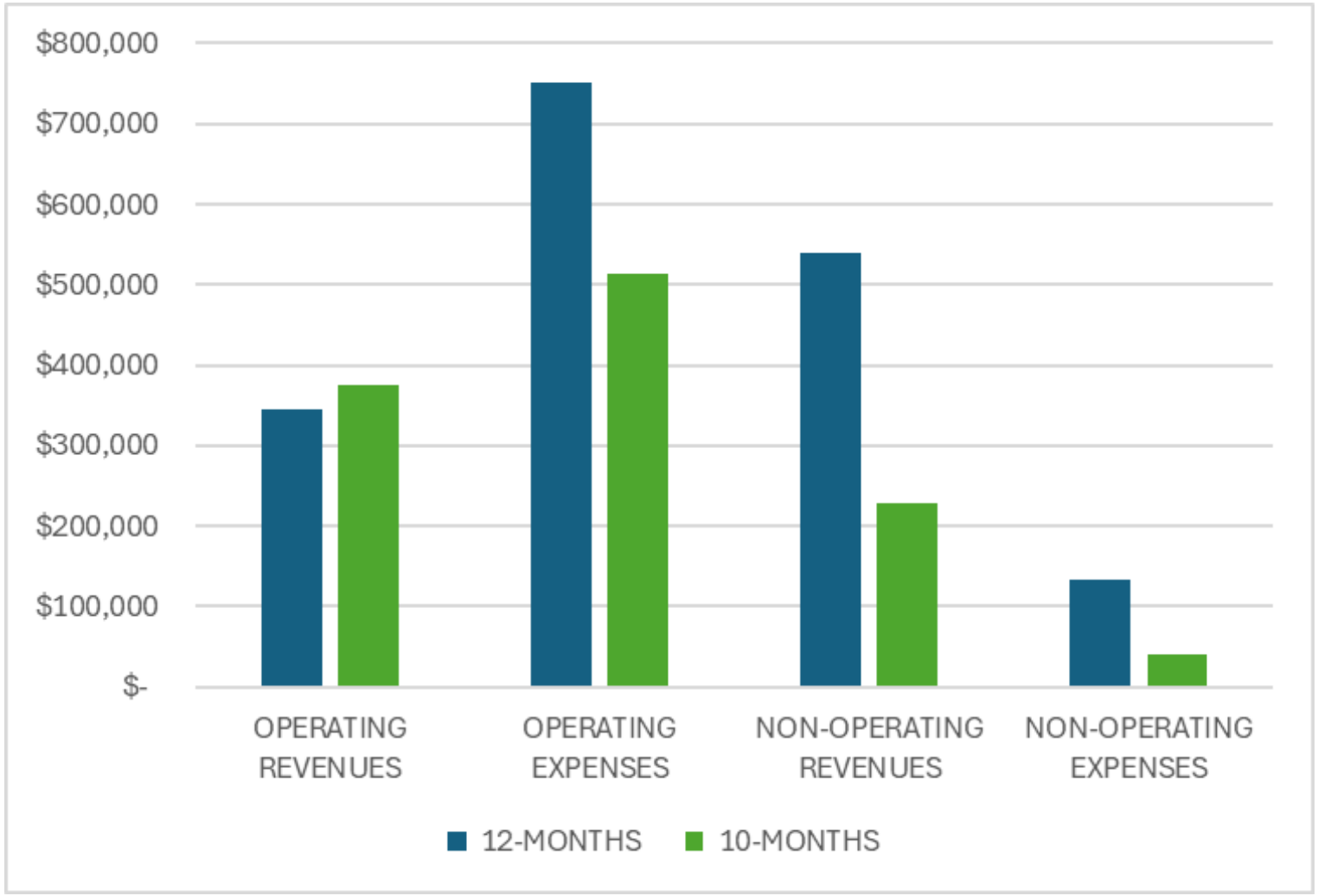
BRANNON CENTER FUND

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

AS OF JULY 31, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
OPERATING REVENUES		$ 345,000	$ 376,009	$ 31,009	109%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (298,283)	$ (258,732)	$ 39,551	87%
OPERATING EXPENSES		$ (452,681)	$ (254,629)	$ 198,052	56%
OPERATING SURPLUS (DEFICIT)		**$ (405,964)**	**$ (137,352)**	**$ 268,612**	**34%**
TRANSFER FROM GENERAL FUND		$ 309,427	$ -	$ (309,427)	-
MISCELLANEOUS REVENUES		$ -	$ 70	$ 70	-
CAPITAL OUTLAY		$ (120,712)	$ (40,867)	$ 79,845	34%
GRANTS AND AIDS		$ (12,000)	$ -	$ 12,000	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ 176,715**	**$ (40,797)**	**$ (217,512)**	**-23%**
NET SURPLUS (DEFICIT)		**$ (229,249)**	**$ (178,149)**	**$ 51,100**	**78%**
FUND BALANCE BEG	10/01/24	$ 229,249	$ 229,249	$ -	100%
FUND BALANCE END	07/31/25	**$ -**	**$ 51,100**	**$ 51,100**	0%

BRANNON CENTER FUND

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



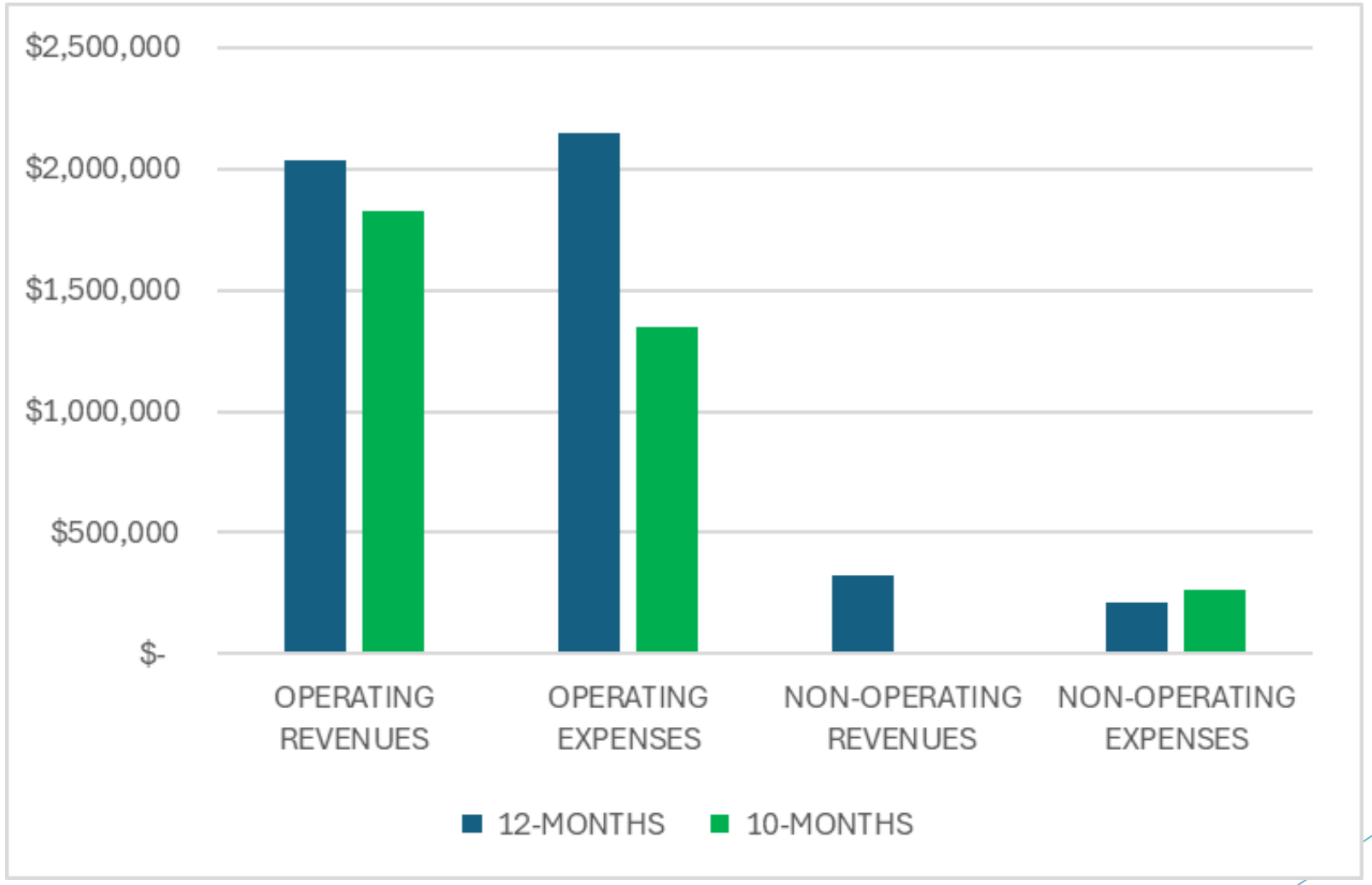
GOLF COURSE FUND

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

AS OF JULY 31, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
OPERATING REVENUES		$ 2,033,400	$ 1,823,631	$ (209,769)	90%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (1,228,714)	$ (819,617)	$ 409,097	67%
OPERATING EXPENSES		$ (916,760)	$ (528,106)	$ 388,654	58%
OPERATING SURPLUS (DEFICIT)		**$ (112,074)**	**$ 475,908**	**$ 587,982**	**-425%**
TRANSFER FROM GENERAL FUND		$ 322,723	$ -	$ (322,723)	0%
MISCELLANEOUS REVENUES		$ -	$ 37	$ 37	0%
CAPITAL OUTLAY		$ (210,538)	$ (216,835)	$ (6,297)	103%
DEBT SERVICE		$ (111)	$ (47,508)	$ (47,397)	42800%
NON-OPERATING SURPLUS (DEFICIT)		**$ 112,074**	**$ (264,306)**	**$ (376,380)**	**-236%**
NET SURPLUS (DEFICIT)		**$ -**	**$ 211,602**	**$ 211,602**	**0%**
FUND BALANCE BEG	10/01/24	$ -	$ -	$ -	-
FUND BALANCE END	07/31/25	**$ -**	**$ 211,602**	**$ 211,602**	**0%**

GOLF COURSE FUND

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



OTHER OPERATING FUNDS

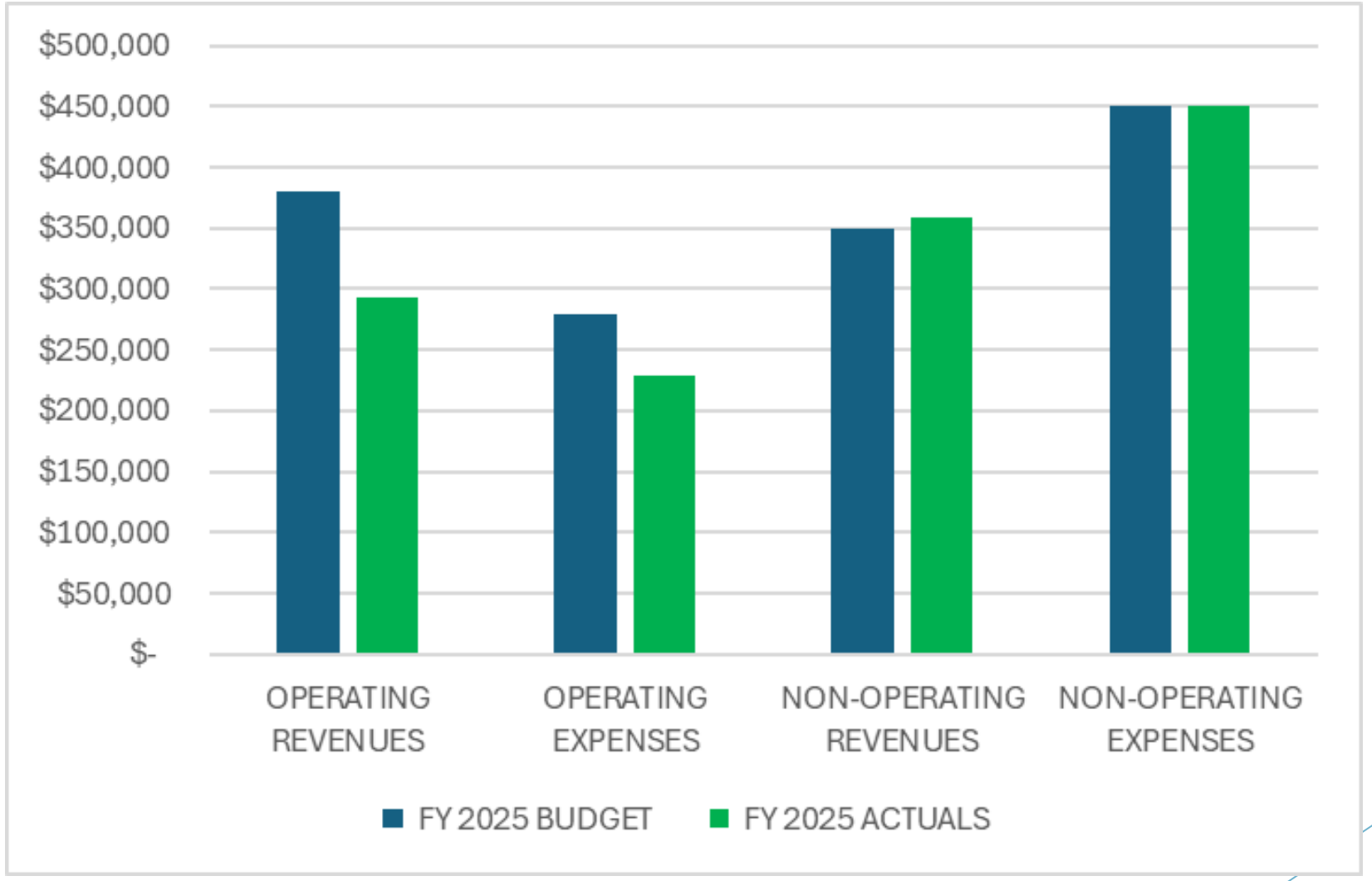
MARINA FUND

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

AS OF JULY 31, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
OPERATING REVENUES		$ 380,000	$ 292,257	$ (87,743)	77%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (177,171)	$ (137,806)	$ 39,365	78%
OPERATING EXPENSES		$ (102,320)	$ (91,128)	$ 11,192	89%
OPERATING SURPLUS (DEFICIT)		**$ 100,509**	**$ 63,322**	**$ (37,187)**	**63%**
MISCELLANEOUS REVENUES		$ -	$ 7,890	$ 7,890	-
CAPITAL OUTLAY		$ (450,609)	$ (450,590)	$ 19	100%
NON-OPERATING SURPLUS (DEFICIT)		**$ (450,609)**	**$ (442,700)**	**$ 7,909**	**98%**
NET SURPLUS (DEFICIT)		**$ (350,100)**	**$ (379,377)**	**$ (29,277)**	**108%**
FUND BALANCE BEG	10/01/24	$ 350,100	$ 350,432	$ 332	100%
FUND BALANCE END	07/31/25	**$ -**	**$ (28,945)**	**$ (28,945)**	**-**

MARINA FUND

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



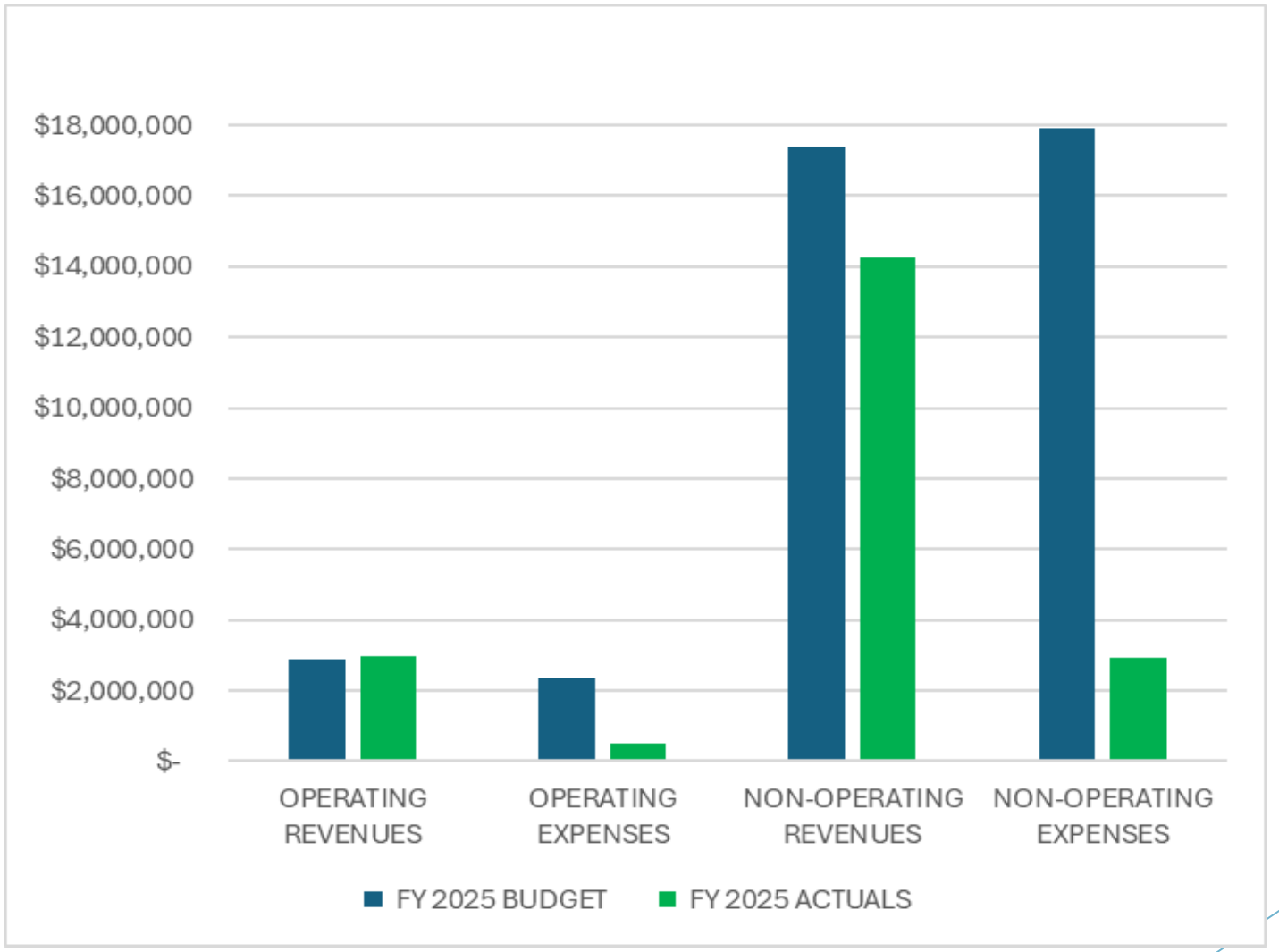
STORMWATER FUND

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

AS OF JULY 31, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
OPERATING REVENUES		$ 2,889,999	$ 2,983,681	$ 93,682	103%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (112,436)	$ (78,303)	$ 34,133	70%
OPERATING EXPENSES		$ (2,264,699)	$ (419,261)	$ 1,845,438	19%
OPERATING SURPLUS (DEFICIT)		**$ 512,864**	**$ 2,486,116**	**$ 1,973,252**	**485%**
GRANT REVENUES		$ 4,563,267	$ 1,227,671	$ (3,335,596)	27%
INTERFUND TRANSFERS IN		$ 2,484,162	$ 2,530,215	$ 46,053	102%
MISCELLANEOUS REVENUES		$ 709,513	$ 284,296	$ (425,217)	40%
CAPITAL OUTLAY		$ (6,670,678)	$ (1,823,121)	$ 4,847,557	27%
HMP HOMEOWNER ASSISTANCE		$ (1,904,948)	$ -	$ 1,904,948	0%
INTERFUND TRANSFERS OUT		$ (5,440,552)	$ (580,872)	$ 4,859,680	11%
OPERATING CONTINGENCY		$ (3,371,684)	$ -	$ 3,371,684	0%
REQUIRED RESERVES		$ (512,085)	$ (512,085)	$ -	100%
NON-OPERATING SURPLUS (DEFICIT)		**$ (10,143,005)**	**$ 1,126,104**	**$ 11,269,109**	**-11%**
NET SURPLUS (DEFICIT)		**$ (9,630,141)**	**$ 3,612,220**	**$ 13,242,361**	**-38%**
FUND BALANCE BEG	10/01/24	$ 9,630,141	$ 10,215,959	$ 585,818	106%
FUND BALANCE END	07/31/25	**$ -**	**$ 13,828,179**	**$ 13,828,179**	**-**

STORMWATER FUND

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



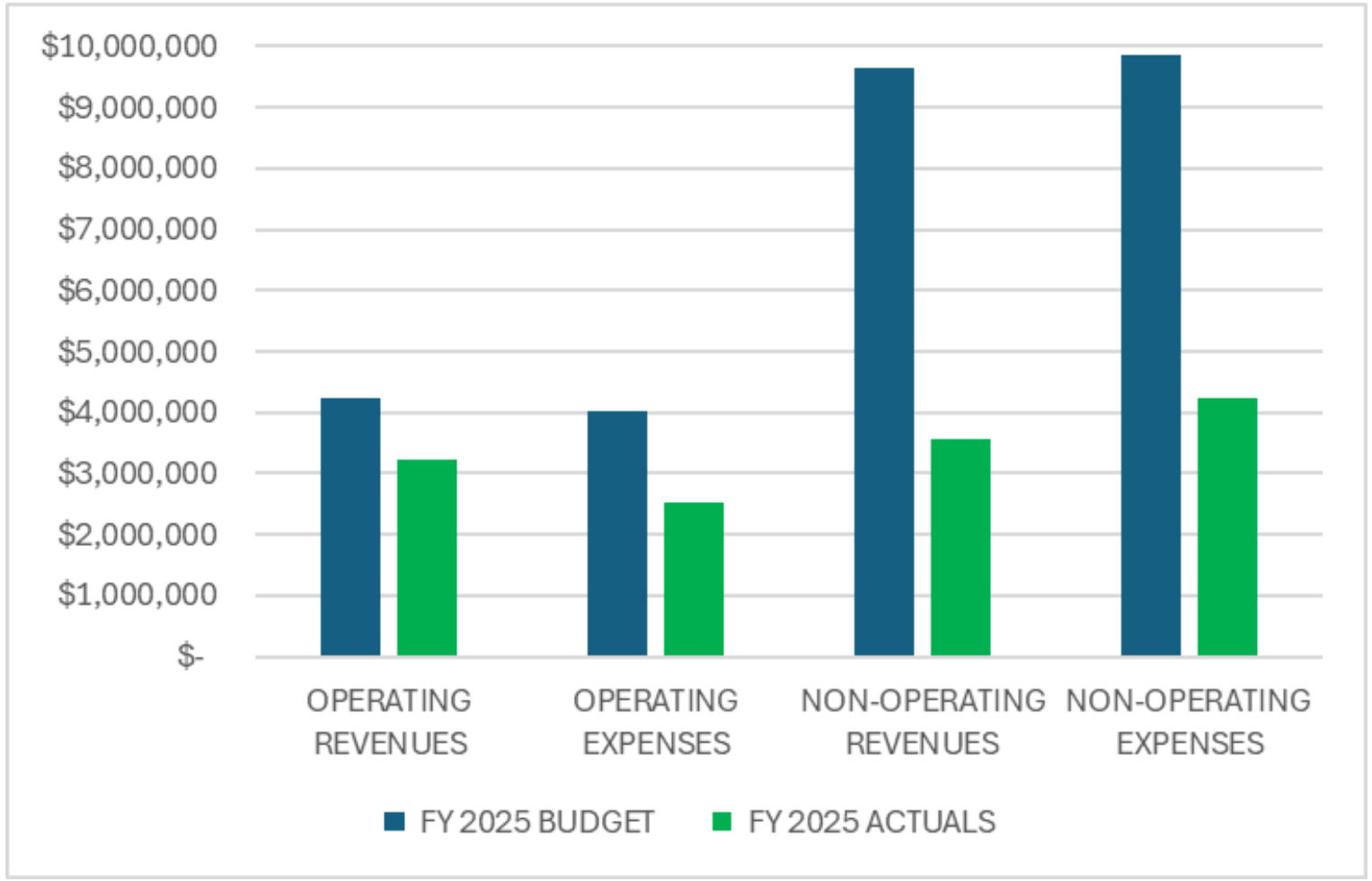
AIRPORT FUND

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

AS OF JULY 31, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
OPERATING REVENUES		$ 4,247,931	$ 3,220,091	$ (1,027,840)	76%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (491,319)	$ (379,491)	$ 111,828	77%
OPERATING EXPENSES		$ (3,541,325)	$ (2,137,209)	$ 1,404,116	60%
OPERATING SURPLUS (DEFICIT)		**$ 215,287**	**$ 703,391**	**$ 488,104**	**327%**
GRANT REVENUES		$ 8,207,800	$ 2,111,164	$ (6,096,636)	26%
MISCELLANEOUS REVENUES		$ 2,000	$ 8,408	$ 6,408	420%
INTEREST		$ 53,100	$ 33,553	$ (19,547)	63%
CAPITAL OUTLAY		$ (9,318,565)	$ (3,665,412)	$ 5,653,153	39%
REQUIRED RESERVES		$ (554,989)	$ (554,989)	$ -	100%
NON-OPERATING SURPLUS (DEFICIT)		**$ (1,610,654)**	**$ (2,067,277)**	**$ (456,623)**	**128%**
NET SURPLUS (DEFICIT)		**$ (1,395,367)**	**$ (1,363,886)**	**$ 31,481**	**98%**
FUND BALANCE BEG	10/01/24	$ 1,395,367	$ 1,414,548	$ 19,181	101%
FUND BALANCE END	07/31/25	**$ -**	**$ 50,662**	**$ 50,662**	-

AIRPORT FUND

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



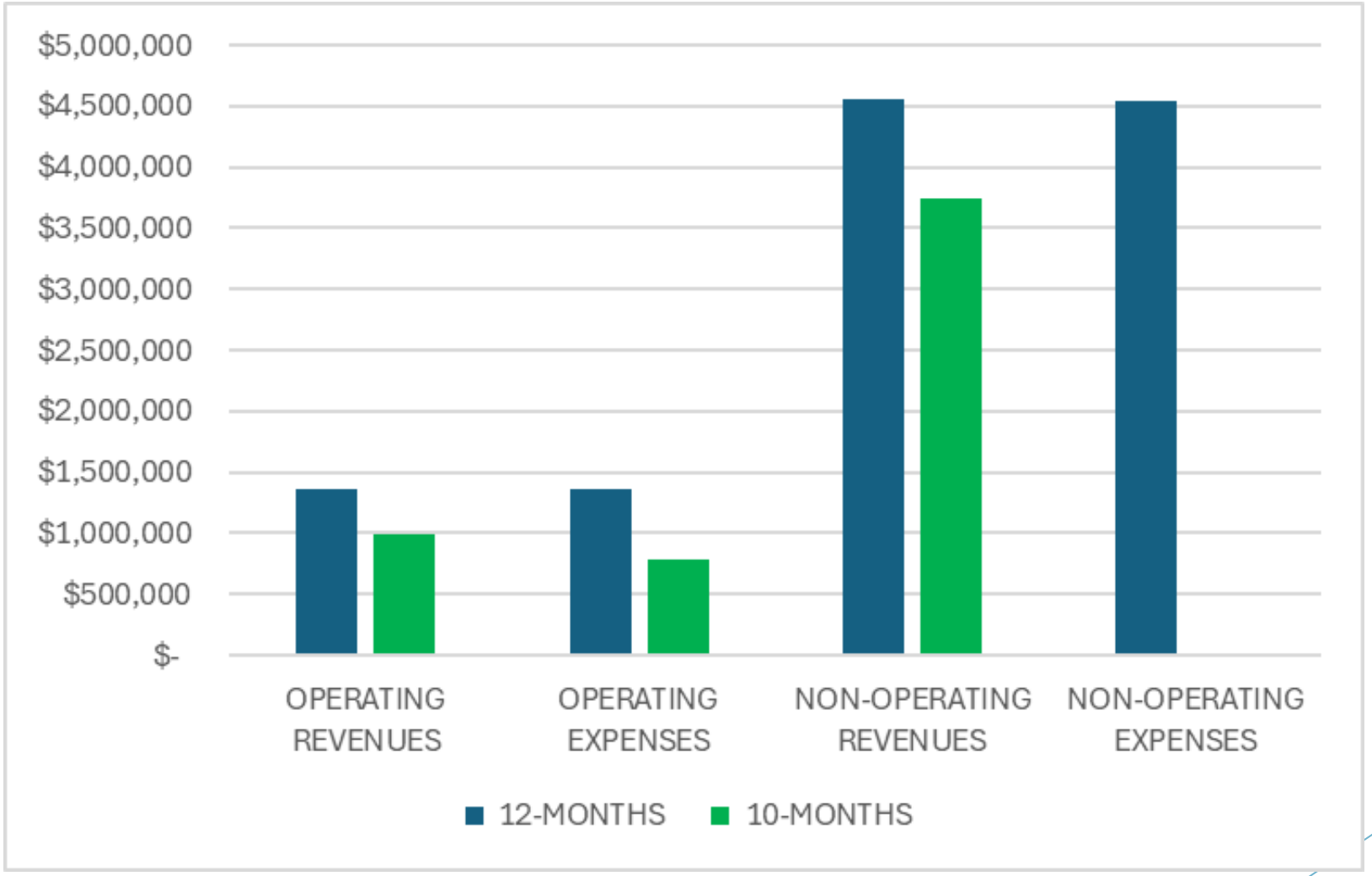
PARKING FUND

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

AS OF JULY 31, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
OPERATING REVENUES		$ 1,360,000	$ 996,837	$ (363,163)	73%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (640,551)	$ (476,304)	$ 164,247	74%
OPERATING EXPENSES		$ (727,492)	$ (315,490)	$ 412,002	43%
OPERATING SURPLUS (DEFICIT)		**$ (8,043)**	**$ 205,043**	**$ 213,086**	**-2549%**
INTERFUND TRANSFERS IN		$ 817,637	$ -	$ (817,637)	0%
MISCELLANEOUS REVENUES		$ 76,900	$ 84,387	$ 7,487	110%
CAPITAL OUTLAY		$ (3,715)	$ (2,897)	$ 818	78%
OPERATING/CAPITAL CONTINGENCY		$ (4,543,458)	$ -	$ 4,543,458	0%
NON OPERATING SURPLUS (DEFICIT)		**$ (3,652,636)**	**$ 81,490**	**$ 3,734,126**	**-2%**
NET SURPLUS (DEFICIT)		**$ (3,660,679)**	**$ 286,533**	**$ 3,947,212**	**-8%**
FUND BALANCE BEG	10/01/24	$ 3,660,679	$ 3,660,680	$ 1	100%
FUND BALANCE END	07/31/25	**$ -**	**$ 3,947,212**	**$ 3,947,212**	**-**

PARKING FUND

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



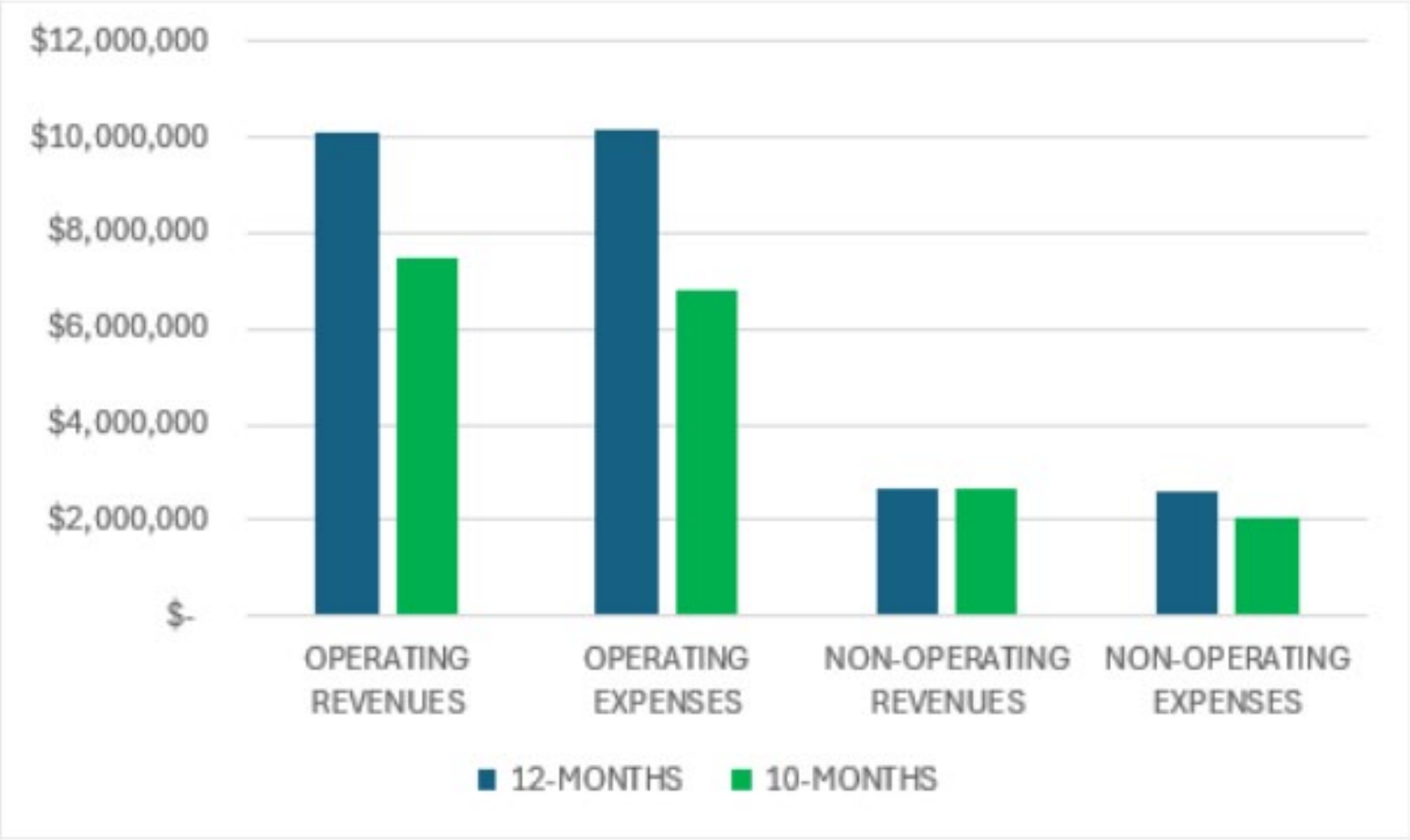
SOLID WASTE FUND

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

AS OF JULY 31, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
OPERATING REVENUES		$ 10,104,518	$ 7,475,882	$ (2,628,636)	74%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (137,572)	$ (72,707)	$ 64,865	53%
OPERATING EXPENSES		$ (10,043,396)	$ (6,713,163)	$ 3,330,233	67%
OPERATING SURPLUS (DEFICIT)		**$ (76,450)**	**$ 690,012**	**$ 766,462**	**-903%**
MISCELLANEOUS REVENUES		$ 119,218	$ 85,597	$ (33,621)	72%
CAPITAL OUTLAY		$ -	$ -	$ -	-
OPERATING/CAPITAL CONTINGENCY		$ (558,325)	$ -	$ 558,325	0%
REQUIRED FUND EQUITY		$ (2,036,194)	$ (2,036,194)	$ -	100%
NON-OPERATING SURPLUS (DEFICIT)		**$ (2,475,301)**	**$ (1,950,597)**	**$ 524,704**	**79%**
NET SURPLUS (DEFICIT)		**$ (2,551,751)**	**$ (1,260,585)**	**$ 1,291,166**	**49%**
FUND BALANCE BEG	10/01/24	$ 2,551,751	$ 2,551,752	$ 1	100%
FUND BALANCE END	07/31/25	**$ -**	**$ 1,291,167**	**$ 1,291,167**	-

SOLID WASTE FUND

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



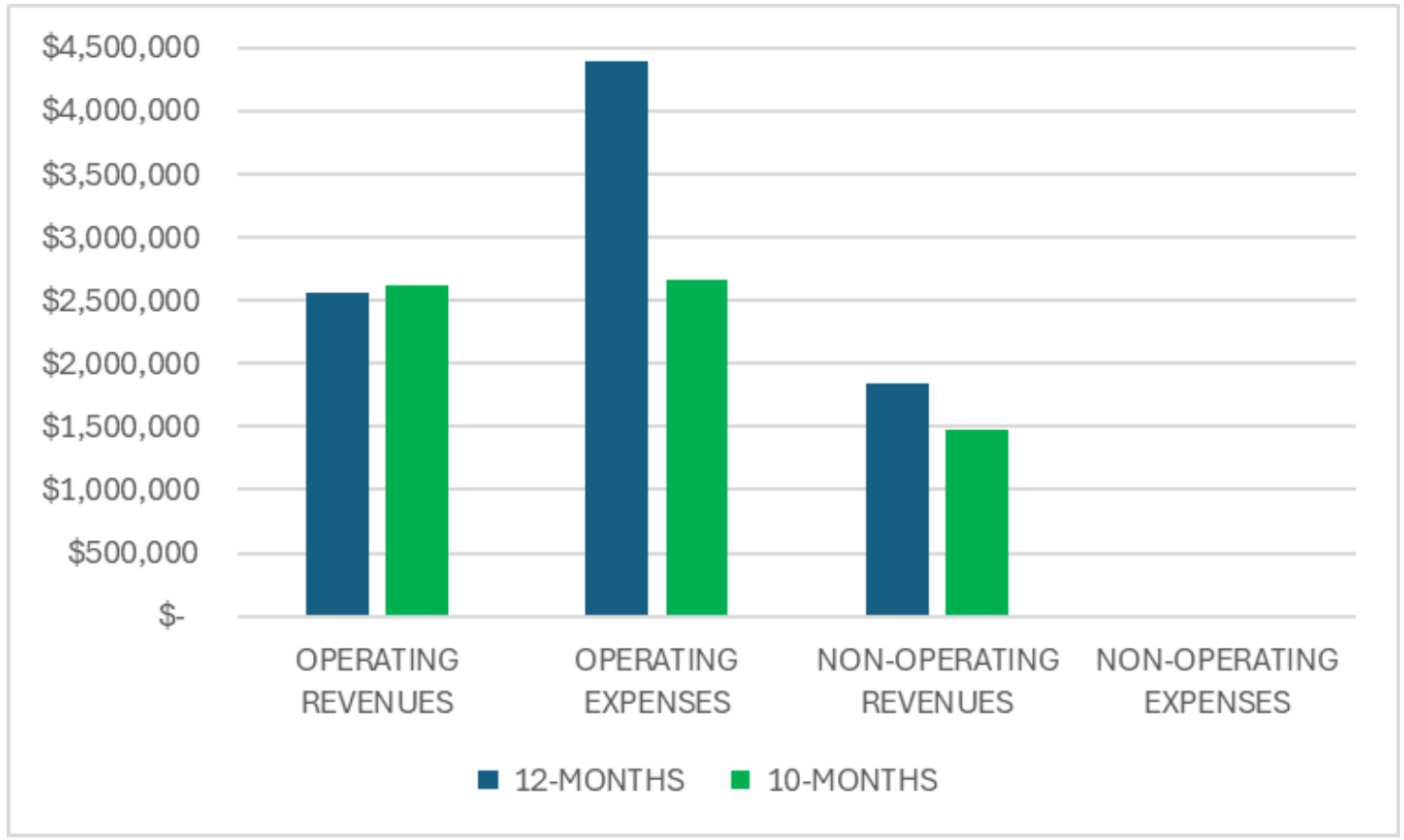
BUILDING FUND

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

AS OF JULY 31, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
OPERATING REVENUES		$ 2,563,032	$ 2,612,908	$ 49,876	102%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (2,342,171)	$ (1,836,758)	$ 505,413	78%
OPERATING EXPENSES		$ (2,052,093)	$ (820,997)	$ 1,231,096	40%
OPERATING SURPLUS (DEFICIT)		**$ (1,831,232)**	**$ (44,847)**	**$ 1,786,385**	**2%**
MISCELLANEOUS REVENUES		$ 400,050	$ 35,177	$ (364,873)	9%
CAPITAL OUTLAY		$ (9,135)	$ (9,135)	$ -	100%
REQUIRED RESERVES		$ -	$ -	$ -	-
NON-OPERATING SURPLUS (DEFICIT)		**$ 390,915**	**$ 26,042**	**$ (364,873)**	**7%**
NET SURPLUS (DEFICIT)		**$ (1,440,317)**	**$ (18,805)**	**$ 1,421,512**	**1%**
FUND BALANCE BEG	10/01/24	$ 1,440,317	$ 1,440,318	$ 1	100%
FUND BALANCE END	07/31/25	**$ -**	**$ 1,421,513**	**$ 1,421,513**	-

BUILDING FUND

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



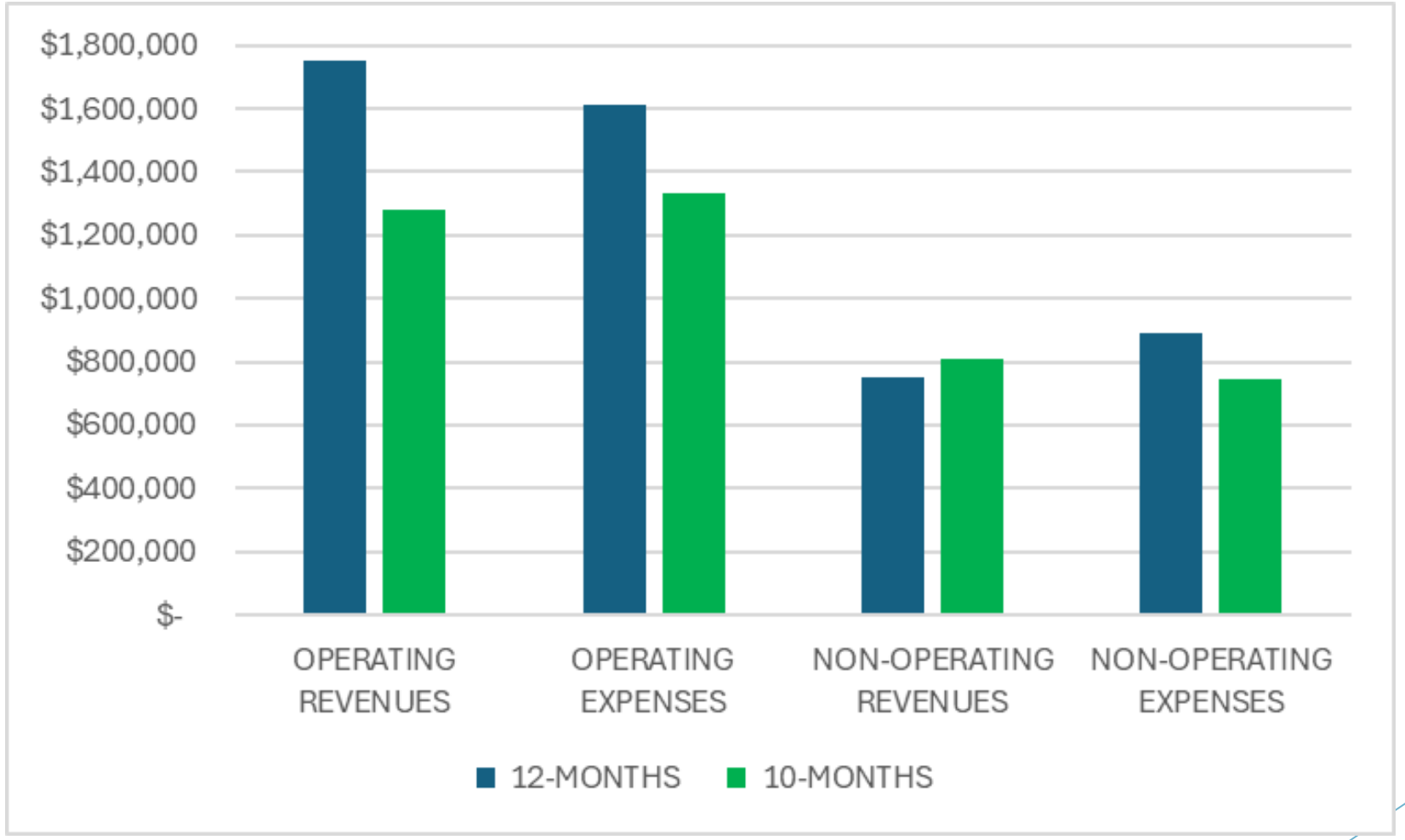
FLEET FUND

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

AS OF JULY 31, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
OPERATING REVENUES		$ 1,753,297	$ 1,277,798	$ (475,499)	73%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (353,397)	$ (273,107)	$ 80,290	77%
OPERATING EXPENSES		$ (1,257,625)	$ (1,062,001)	$ 195,624	84%
OPERATING SURPLUS (DEFICIT)		**$ 142,275**	**$ (57,309)**	**$ (199,584)**	**-40%**
MISCELLANEOUS REVENUES		$ 10,500	$ 10,798	$ 298	103%
CAPITAL OUTLAY		$ (892,644)	$ (746,382)	$ 146,262	84%
NON-OPERATING SURPLUS (DEFICIT)		**$ (882,144)**	**$ (735,584)**	**$ 146,560**	**83%**
NET SURPLUS (DEFICIT)		**$ (739,869)**	**$ (792,893)**	**$ (53,024)**	**107%**
FUND BALANCE BEG	10/01/24	$ 739,869	$ 797,870	$ 58,001	108%
FUND BALANCE END	07/31/25	**$ -**	**$ 4,976**	**$ 4,976**	-

FLEET FUND

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



NON-OPERATING FUNDS

COMMUNITY RE-DEVELOPMENT FUND

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

AS OF JULY 31, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
TAX INCREMENT		$ 2,503,449	$ 2,503,449	$ -	100%
MISCELLANEOUS REVENUES		$ 111,000	$ 172,363	$ 61,363	155%
CAPITAL		$ (5,070,806)	$ (975)	$ 5,069,831	0%
GRANTS AND ASSISTANCE		$ (2,710,000)	$ (313,600)	$ 2,396,400	12%
MISCELLANEOUS EXPENSES		$ (830,073)	$ (136,536)	$ 693,537	16%
NET SURPLUS (DEFICIT)		**$ (5,996,430)**	**$ 2,224,700**	**$ 8,221,130**	**-37%**
FUND BALANCE BEG	10/01/24	$ 5,996,430	$ 5,996,430	$ 0	100%
FUND BALANCE END	07/31/25	**$ -**	**$ 8,221,131**	**$ 8,221,131**	-

TREE FUND

This fund accounts for fines and fees collected from violations of the city's Tree Ordinance, which are restricted for the preservation, protection and enhancement of the city's urban forest.

AS OF JULY 31, 2025

		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
REVENUES		$ 120,304	$ -	$ (120,304)	0%
EXPENSES		$ (120,304)	$ -	$ 120,304	0%
NET SURPLUS (DEFICIT)		**$ -**	**$ -**	**$ -**	**-**
FUND BALANCE BEG	10/01/24	$ -	$ -	$ -	-
FUND BALANCE END	07/31/25	**$ -**	**$ -**	**$ -**	**-**

ARPA FUND

This fund was established to manage and track the allocation and expenditure of federal relief dollars provided under the American Rescue Plan Act. Funds are restricted to activities that assist the community respond to and recover from the COVID-19 pandemic.

AS OF JULY 31, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
REVENUES		$ -	$ 20,920	$ 20,920	-
EXPENSES		$ (832,972)	$ (206,402)	$ 626,570	25%
NET SURPLUS (DEFICIT)		**$ (832,972)**	**$ (185,482)**	**$ 647,490**	**22%**
					-
FUND BALANCE BEG	10/01/24	$ 832,972	$ 832,972	$ 0	100%
FUND BALANCE END	07/31/25	**$ -**	**$ 647,490**	**$ 647,490**	**-**

LAW ENFORCEMENT TRUST FUND

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

AS OF JULY 31, 2025		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
REVENUES		$ -	$ 13,718	$ 13,718	-
EXPENSES		$ (221,541)	$ (3,837)	$ 217,704	2%
NET SURPLUS (DEFICIT)		**$ (221,541)**	**$ 9,881**	**$ 231,422**	**-4%**
FUND BALANCE BEG	10/01/24	$ 221,541	$ 221,542	$ 1	100%
FUND BALANCE END	07/31/25	**$ -**	**$ 231,423**	**$ 231,423**	-

CAPITAL PROJECTS FUNDS
AND
IMPACT FEE FUNDS

POLICE IMPACT FEE FUND

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

AS OF JULY 31, 2025

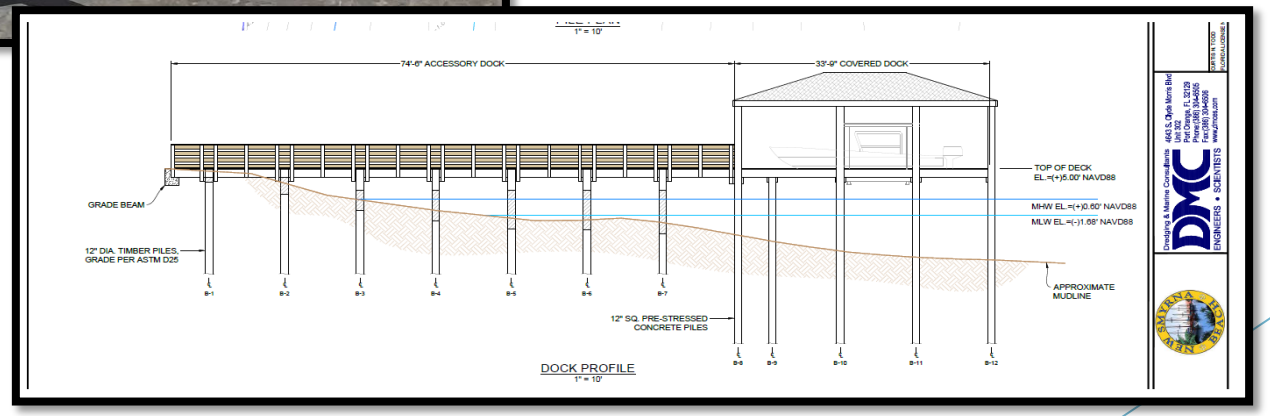
		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
SOURCES					
IMPACT FEE COLLECTIONS		$ 150,000	$ 144,694	$ (5,306)	96%
OTHER REVENUES		$ 32,900	$ 34,540	$ 1,640	105%
TOTAL SOURCES		**$ 182,900**	**$ 179,234**	**$ (3,666)**	**98%**
PROJECTS					
POLICE BOAT		$ (47,695)	$ (5,414)	$ 42,281	11%
POLICE VEHICLES		$ (386,000)	$ (363,846)	$ 22,154	94%
POLICE STATION EXPANSION		$ (200,000)	$ -	$ 200,000	0%
IMPACT FEE STUDY		$ (30,000)			0%
POLICE BOAT HOUSE		$ (37,405)	$ (62,500)	$ (25,095)	167%
FUTURE PROJECTS		$ (1,061,257)	$ -	$ 1,061,257	0%
Total Projects		**$ (1,762,357)**	**$ (431,760)**	**$ 1,300,597**	**24%**
FUND BALANCE BEG	10/01/24	$ 1,579,457	$ 1,579,458	$ 1	100%
FUND BALANCE END	07/31/25	**$ -**	**$ 1,326,932**	**$ 1,296,932**	-

POLICE IMPACT FEE FUND

Projects in Pictures



The Boat House



FIRE IMPACT FEE FUND

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

AS OF JULY 31, 2025

		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
SOURCES					
IMPACT FEE COLLECTIONS		$ 194,000	$ 180,872	$ (13,128)	93%
OTHER REVENUES		$ 48,200	$ 42,876	$ (5,324)	89%
TOTAL SOURCES		**$ 242,200**	**$ 223,748**	**$ (18,452)**	**92%**
PROJECTS					
FIRE STATION IMPROVEMENTS		$ (551,594)	$ (61,090)	$ 490,504	11%
FIRE VEHICLES		$ (48,898)	$ (48,898)	$ -	100%
FIRE TRUCKS		$ (481,000)	$ (478,752)	$ 2,248	100%
IMPACT FEE STUDY		$ (31,000)	$ -	$ 31,000	0%
SMALL TOOLS/EQUIPMENT		$ (51,208)	$ (18,089)	$ 33,119	35%
FUTURE PROJECTS		$ (730,489)	$ -	$ 730,489	0%
TOTAL PROJECTS		**$ (1,894,189)**	**$ (606,829)**	**$ 1,287,360**	**32%**
FUND BALANCE BEG	10/01/24	$ 1,651,989	$ 1,651,989	$ 0	100%
FUND BALANCE END	07/31/25	**$ -**	**$ 1,268,908**	**$ 1,268,908**	-

FIRE IMPACT FEE FUND

Projects in Pictures

Fire Transport Vehicle



Fire Tools and Equipment



RECREATION IMPACT FEE FUND

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

AS OF JULY 31, 2025

		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
SOURCES					
IMPACT FEE COLLECTIONS		$ 488,000	$ 513,000	$ 25,000	105%
OTHER REVENUES		$ 41,709	$ 50,579	$ 8,870	121%
TOTAL SOURCES		**$ 529,709**	**$ 563,579**	**$ 33,870**	**106%**
PROJECTS					
IMPACT FEE STUDY		$ (32,000)	$ -	$ 32,000	0%
FUTURE PROJECTS		$ (2,394,325)	$ -	$ 2,394,325	0%
TOTAL PROJECTS		**$ (2,426,325)**	**$ -**	**$ 2,426,325**	**0%**
FUND BALANCE BEG	10/01/24	$ 1,896,616	$ 1,896,616	$ (0)	100%
FUND BALANCE END	07/31/25	**$ -**	**$ 2,460,195**	**$ (2,392,455)**	-

TRANSPORTATION IMPACT FEE FUND

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

AS OF JULY 31, 2025

		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
SOURCES					
IMPACT FEE COLLECTIONS		$ 500,000	$ 540,106	$ 40,106	108%
OTHER REVENUES		$ 1,092,413	$ 121,055	$ (971,358)	11%
TOTAL SOURCES		**$ 1,592,413**	**$ 661,161**	**$ (931,252)**	**42%**
PROJECTS					-
IMPACT FEE STUDY		$ (10,300)	$ (10,253)	$ 47	100%
FUTURE PROJECTS		$ (6,208,131)	$ -	$ 6,208,131	0%
TOTAL PROJECTS		**$ (6,218,431)**	**$ (10,253)**	**$ 6,208,178**	**0%**
FUND BALANCE BEG	10/01/24	$ 4,626,018	$ 4,626,019	$ 1	100%
FUND BALANCE END	07/31/25	**$ -**	**$ 5,276,927**	**$ 5,276,927**	-

CAPITAL PROJECTS FUNDS OTHER

TURNBULL CREEK LAND ACQUISITION FUND

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

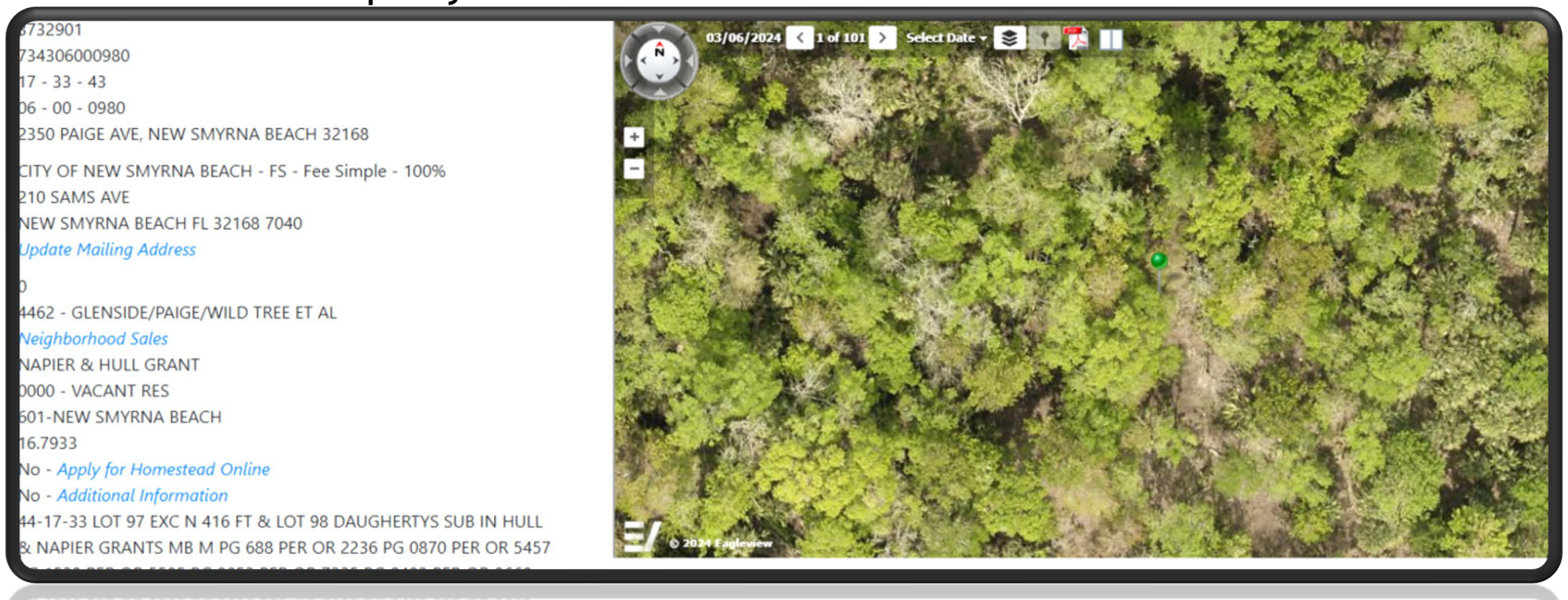
AS OF JULY 31, 2025

		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
SOURCES					
INTEREST EARNINGS		$ 50,000	$ 48,975	$ (1,025)	98%
INTEREST PROFIT ON INVESTMENTS		$ 4,800	$ 4,827	$ 27	101%
TOTAL SOURCES		**$ 54,800**	**$ 53,802**	**$ (998)**	**98%**
PROJECTS					-
LAND PURCHASE		$ (1,514,300)	$ (1,516,101)	$ (1,801)	100%
OBSERVATION DECK		$ (12,000)	$ (7,825)	$ 4,175	65%
FUTURE PROJECTS		$ (972,210)	$ -	$ 972,210	0%
TOTAL PROJECTS		**$ (2,498,510)**	**$ (1,523,926)**	**$ 974,584**	**61%**
FUND BALANCE BEG	10/01/24	$ 2,443,710	$ 2,443,710	$ 0	100%
FUND BALANCE END	07/31/25	**$ -**	**$ 973,586**	**$ 973,586**	-

TURNBULL CREEK LAND ACQUISITION FUND

Projects in Pictures

Turnbull Creek Property Purchase



2005 GO BOND CAPITAL PROJECT FUND (FUND 303)

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

AS OF JULY 31, 2025

		FY 2025 BUDGET 12-MONTHS	FY 2025 ACTUALS 10-MONTHS	VARIANCE $	PERCENT RECOGNIZED
SOURCES					
INTEREST EARNINGS		$ 28,000	$ 17,071	$ (10,929)	61%
INTEREST PROFIT ON INVESTMENTS		$ 1,400	$ 1,403	$ 3	100%
TOTAL SOURCES		**$ 29,400**	**$ 18,474**	**$ (10,926)**	**63%**
PROJECTS					-
SIDEWALKS		$ (171,632)	$ -	$ 171,632	0%
FUTURE PROJECTS		$ (561,427)	$ -	$ 561,427	0%
TOTAL PROJECTS		**$ (733,059)**	**$ -**	**$ 733,059**	**0%**
FUND BALANCE BEG	10/01/24	$ 703,659	$ 703,659	$ 0	100%
FUND BALANCE END	07/31/25	**$ -**	**$ 722,133**	**$ 722,133**	-

2005 GO BOND CAPITAL PROJECT FUND (FUND 303)

Projects in Pictures

Sidewalk Projects





CAPITAL PROJECT FUND (FUND 302)

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

AS OF JULY 31, 2025

		FY 2025 BUDGET	FY 2025 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
GAS TAX		$ 383,418	$ 275,379	$ (108,039)	72%
GRANTS		$ 7,568,729	$ 1,019,217	$ (6,549,512)	13%
TRANSFER FROM GENERAL FUND		$ 2,538,357	$ 670,214	$ (1,868,143)	26%
TRANSFER FROM POLICE IMPACT FEES		$ 37,405	$ 62,500	$ 25,095	167%
TRANSFER FROM REC IMPACT		$ 614,166	$ -	$ (614,166)	0%
TRANSFER FROM PARKING FUND		$ -	$ -	$ -	-
TRANSFERS FROM LINE OF CREDIT		$ -	$ 675,831	$ 675,831	-
MISCELLANEOUS REVENUES		$ 457,000	$ 478,211	$ 21,211	105%
TOTAL REVENEUS		**$ 11,599,075**	**$ 3,181,352**	**$ (8,417,723)**	**27%**
CAPITAL PROJECTS		$ (23,916,615)	$ (5,880,105)	$ 18,036,510	25%
TRANSFER TO STORMWATER		$ (2,277,760)	$ (2,323,813)	$ (46,053)	102%
TRANSFER TO ROAD IMPACT FEE		$ (983,366)	$ -	$ 983,366	0%
TRANSFER TO PARKING FUND		$ (817,637)	$ -	$ 817,637	0%
TSF TO 210 DEBT SERVICE		$ (31,421)	$ -	$ 31,421	0%
TOTAL EXPENSES		**$ (28,026,799)**	**$ (8,203,918)**	**$ 19,822,881**	**29%**
INT UNASSIGNED FUND EQUITY		$ (442,000)	$ -	$ 442,000	0%
SW UNASSIGNED FUND EQUITY		$ (449,540)	$ -	$ 449,540	0%
GF UNASSIGNED FUND EQUITY		$ (55,755)	$ -	$ 55,755	0%
TOTAL EXPENSES		**$ (947,295)**	**$ -**	**$ 947,295**	**0%**
NET SURPLUS (DEFICIT)		**$ (17,375,019)**	**$ (5,022,566)**	**$ 12,352,453**	**29%**
FUND BALANCE BEG	10/01/24	$ 17,375,019	$ 17,163,747	$ (211,272)	99%
FUND BALANCE END	07/31/25	**$ -**	**$ 12,141,181**	**$ 12,141,181**	**-**

CAPITAL PROJECT FUND (FUND 302)

Projects

PROJECT	FY 2025 BUDGET	FY 2025 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
2TH AVE PARK IMPROVEMENTS	$ 2,068,140	$ 500,721	$ (1,567,419)	24%
5TH STREET BRIDGE	$ 700,782	$ 557,149	$ (143,633)	80%
AOB PHASE I AND PHASE II	$ 2,286,722	$ 112,097	$ (2,174,625)	5%
AQUA GOLF SEPTIC TO SEWER	$ 255,659	$ 1,370	$ (254,289)	1%
BARRACUDA BOULEVARD	$ 566,024	$ 3,715	$ (562,309)	1%
BRANNON CENTER PIER	$ 927,090	$ 97,831	$ (829,259)	11%
BUILDING DEPT SOFTWARE	$ 182,825	$ -	$ (182,825)	0%
CANAL DREDGING	$ 3,329,319	$ 27,402	$ (3,301,917)	1%
CANAL STREET IMPROVEMENTS	$ 141,552	$ 64,053	$ (77,499)	45%
CORBIN PARK STORMWATER	$ 163,290	$ 82,521	$ (80,770)	51%
CORONADO CENTER IMPROVEMENTS	$ 300,000	$ 166,515	$ (133,485)	56%
FLAGLER AVE IMPROVEMENTS	$ 775,603	$ 148,468	$ (627,135)	19%
HISTORIC WESTSIDE STORMWATER	$ 186,081	$ 37,924	$ (148,157)	20%
INFORMATION TECHNOLOGY ENHANCEMENTS	$ 496,459	$ 4,372	$ (492,087)	1%
MARY AVE TOT LOT IMPROVEMENTS	$ 129,672	$ 140,163	$ 10,491	108%

CAPITAL PROJECT FUND (FUND 302)

Projects (continued)

PROJECT	FY 2025 BUDGET	FY 2025 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
MISCELLANEOUS CAPITAL PROJECTS	$ 60,000	$ -	$ (60,000)	0%
PD BOATHOUSE	$ 74,810	$ -	$ (74,810)	0%
PETTIS PARK IMPROVEMENTS	$ 400,367	$ 17,850	$ (382,517)	4%
PICKLE BALL COURTS	$ 1,161,248	$ 167,106	$ (994,142)	14%
PUMP HOUSE UPGRADE	$ 300,000	$ -	$ (300,000)	0%
SIDEWALK STUDY	$ 18,745	$ 18,745	$ (0)	100%
SKATE PARK EXPANSION	$ 283,902	$ 283,207	$ (695)	100%
SMITH STREET RELOCATION	$ 5,475	$ 56,564	$ 51,089	1033%
SOLAR PANELS	$ 285,959	$ 283,315	$ (2,644)	99%
STORMWATER MASTER PLAN	$ 1,472,293	$ 371,613	$ (1,100,680)	25%
STREET RESURFACING	$ 2,510,095	2,267,606	$ (242,489)	90%
TRAFFIC SIGNAL SR 44	$ 47,500	$ -	$ (47,500)	0%
TURNBULL DREDGING	$ 500,000	$ 469,800	$ (30,200)	94%
WASHINGTON STREET	$ 1,340,845	$ -	$ (1,340,845)	0%

CAPITAL PROJECT FUND (FUND 302)

Projects in Pictures

Corbin Park Stormwater Project



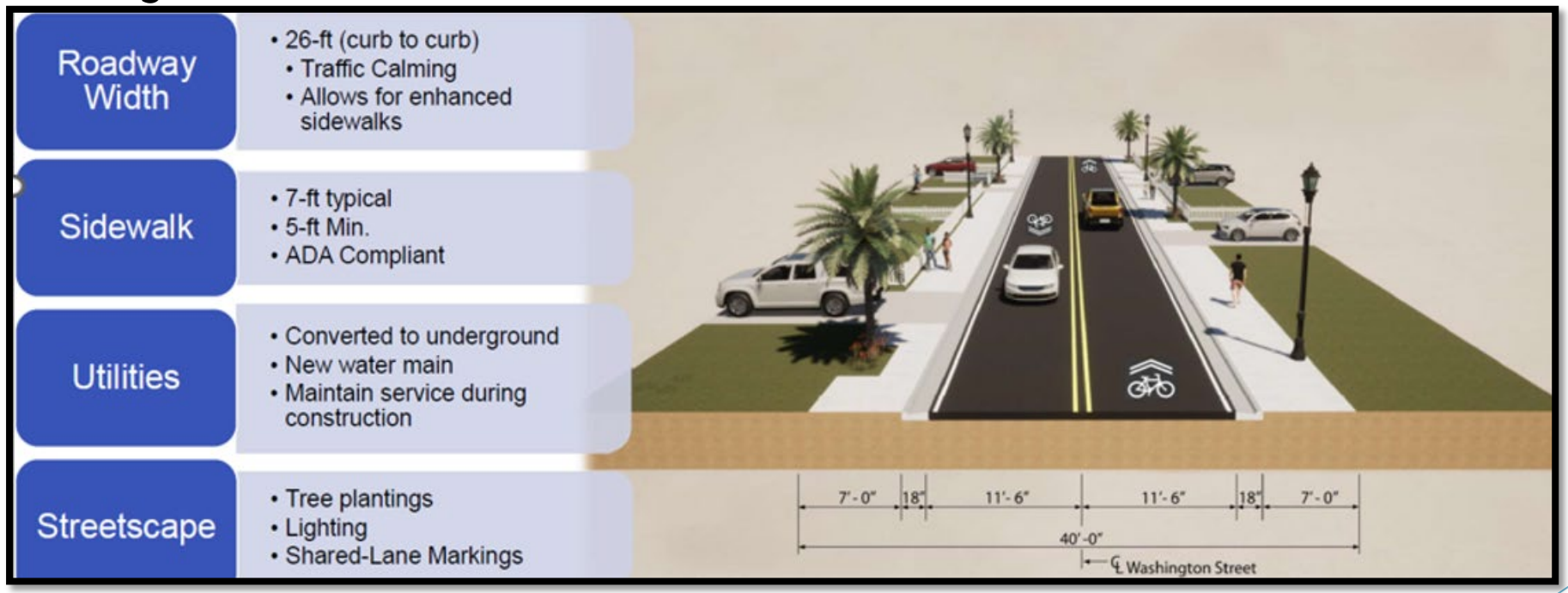
Historic Westside Stormwater Project



CAPITAL PROJECT FUND (FUND 302)

Projects in Pictures

Washington Street



CAPITAL PROJECT FUND (FUND 302)

Projects in Pictures

5th Street Bridge



Skate Park Improvements



CAPITAL PROJECT FUND (FUND 302)

Projects in Pictures

Re-surfacing



Mary Ave Tot Lot

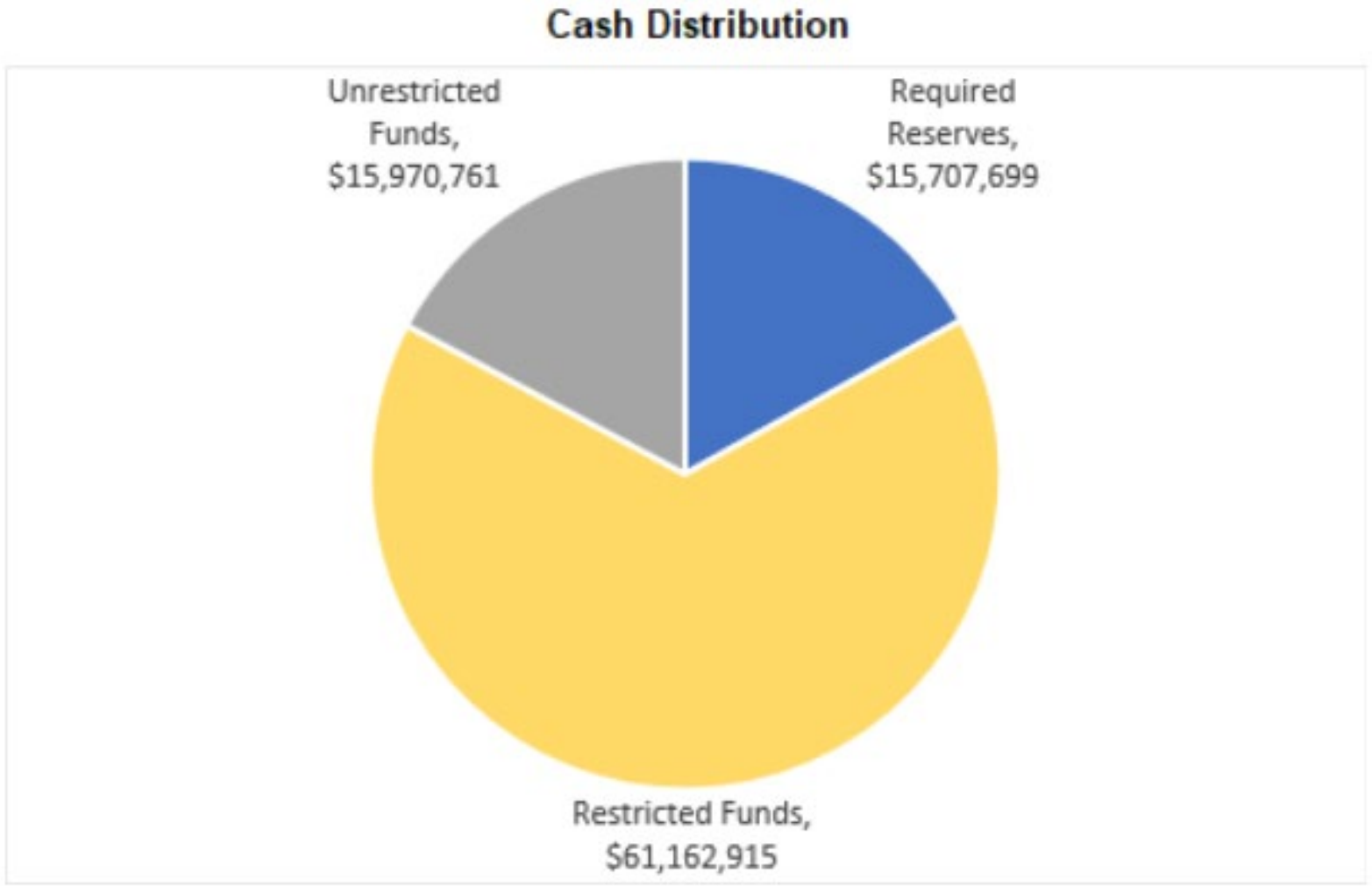


CASH

CASH – As of July 31, 2025

Types of Cash		
QPD Bank	$	92,831,749
CD	$	-
Money Market	$	-
Investment Pool	$	3,701
Cash on Hand	$	5,925
Total	**$**	**92,841,375**

CASH – As of July 31, 2025



DEBT

OUTSTANDING DEBT - As of July 31, 2025

Debt	10/01/24 Bal	New Debt	Principal Payments	07/31/25 Bal
State Revolving Loan	$75,729	$0	$9,065	$66,664
2017 Stormwater Revenue Note (Islesboro)	$1,634,789	$0	$527,180	$1,107,609
2014 Cap Improvement Revenue Note	$2,595,000	$0	$405,000	$2,190,000
2018 Cap Improvement Revenue Note	$7,510,000	$0	$495,000	$7,015,000
2024 Line of Credit	$11,597,501	$0	$0	$11,597,501
2019 General Obligation Bond Turnbull Creek	$7,585,000	$0	$0	$7,585,000
Equipment Financing	$647,209	$0	$0	$647,209
Total Debt	**$31,645,228**	**$0**	**$1,436,245**	**$30,208,983**

PERMIT ISSUANCE SUMMARY (07/01/2025 TO 07/31/2025)
FOR CITY OF NEW SMYRNA BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building (Commercial)	Accessory/Detach Structure > 200 sf	3	1,313	$148,825.00	$3,339.20
	Aging Structure	1	46,500	$0.00	$250.00
	Alteration, Remodel, Repair	14	14,219	$942,622.67	$24,631.39
	Chlorine Tank	1	64	$1,000.00	$167.37
	Re-roof	6	14,714	$135,864.67	$3,772.82
	Shutters	1	292	$7,000.00	$433.91
	Tenant Buildout	1	7,982	$600,000.00	$9,387.82
	Windows/Doors/Garage Doors	13	11,582	$205,758.00	$5,173.94
	BUILDING (COMMERCIAL) TOTAL:	**40**	**96,666**	**$2,041,070.34**	**$47,156.45**
Building (Residential)	Accessory/Detach Structure < 200 sf	5	1,330	$72,036.00	$439.50
	Accessory/Detach Structure > 200 sf	4	3,643	$395,403.00	$3,371.70
	Addition	3	4,116	$435,000.00	$2,855.93
	Alteration, Remodel, Repair	32	23,642	$1,293,999.42	$17,397.94
	Handicap Ramp	1	0	$245.00	$89.50
	Interior Demo	1	3,720	$25,000.00	$89.50
	New Single Family	15	55,864	$6,245,632.00	$132,130.68
	Re-roof	110	212,840	$1,530,071.16	$9,821.50
	Screen Enclosure	4	3,405	$42,580.25	$1,434.97
	Screen Walls	3	350	$10,330.00	$786.27
	Shutters	2	100	$1,950.00	$179.00
	Siding	3	3,442	$64,470.00	$179.00
	Windows/Doors/Garage Doors	33	22,147	$371,459.00	$2,953.50
	BUILDING (RESIDENTIAL) TOTAL:	**216**	**334,599**	**$10,488,175.83**	**$171,728.99**
Certificate of Occupancy	Certificate of Occupancy	17	53,175	$6,001,452.00	$0.00
	CERTIFICATE OF OCCUPANCY TOTAL:	**17**	**53,175**	**$6,001,452.00**	**$0.00**
Demolition (Commercial)	Demolition	1	0	$2,000.00	$164.99
	DEMOLITION (COMMERCIAL) TOTAL:	**1**	**0**	**$2,000.00**	**$164.99**
Demolition (Residentiall)	Demolition	3	2,838	$30,000.00	$1,045.87
	DEMOLITION (RESIDENTIALL) TOTAL:	**3**	**2,838**	**$30,000.00**	**$1,045.87**
Dock & Seawalls (Commercial)	Docks	1	0	$1,353,321.00	$16,403.96
	DOCK & SEAWALLS (COMMERCIAL) TOTAL:	**1**	**0**	**$1,353,321.00**	**$16,403.96**
Dock & Seawalls (Residential)	Docks	5	0	$131,082.00	$2,921.32
	Seawalls	2	0	$243,000.00	$1,944.83
	DOCK & SEAWALLS (RESIDENTIAL) TOTAL:	**7**	**0**	**$374,082.00**	**$4,866.15**
Electrical (Commercial)	Electrical Repairs	8	0	$147,670.00	$3,440.13
	Generator	1	0	$12,000.00	$600.96
	Service-New/Upgrade	3	0	$42,850.00	$1,369.30
	ELECTRICAL (COMMERCIAL) TOTAL:	**12**	**0**	**$202,520.00**	**$5,410.39**
Electrical (Residential)	Electrical Repairs	25	0	$47,148.00	$2,207.85
	Generator	11	0	$157,565.00	$980.50

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

PERMIT ISSUANCE SUMMARY (07/01/2025 TO 07/31/2025)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	Service-New/Upgrade	2	0	$5,200.00	$179.00
	ELECTRICAL (RESIDENTIAL) TOTAL:	**38**	**0**	**$209,913.00**	**$3,367.35**
Engineering	Fence-Non-Residential	3	209	$12,915.41	$891.04
	Fence-Residential	37	8,403	$145,619.56	$3,576.92
	Paver/Patio/Driveway/Seal Coat/Restr	7	165,203	$320,341.50	$6,630.79
	Paver/Patio/Driveway/Seal Coat-Resic	13	8,590	$63,271.00	$1,177.50
	Right of Way	13	1,964	$0.00	$0.00
	Site Clearing (Residential)	1	1,500	$7,500.00	$301.82
	ENGINEERING TOTAL:	**74**	**185,869**	**$549,647.47**	**$12,578.07**
Fire	Fire Alarm System	3	900	$10,291.00	$702.06
	Fire Line	19	85,215	$72,025.96	$4,763.68
	Fire Sprinkler System	1	901	$44,809.00	$2,231.51
	FIRE TOTAL:	**23**	**87,016**	**$127,125.96**	**$7,697.25**
Gas (Commercial)	Gas Lines	1	0	$2,476.00	$167.37
	GAS (COMMERCIAL) TOTAL:	**1**	**0**	**$2,476.00**	**$167.37**
Gas (Residential)	Gas Lines	5	0	$18,190.00	$447.50
	Gas Tanks	1	0	$2,300.00	$89.50
	Generator	1	0	$600.00	$89.50
	GAS (RESIDENTIAL) TOTAL:	**7**	**0**	**$21,090.00**	**$626.50**
Mechanical (Commercial)	Mechanical New	1	0	$9,876.00	$433.91
	Mechanical Repair/Replace	7	0	$40,117.00	$2,403.36
	MECHANICAL (COMMERCIAL) TOTAL:	**8**	**0**	**$49,993.00**	**$2,837.27**
Mechanical (Residential)	Mechanical Repair/Replace	132	0	$1,309,310.56	$11,860.21
	MECHANICAL (RESIDENTIAL) TOTAL:	**132**	**0**	**$1,309,310.56**	**$11,860.21**
Plumbing (Commercial)	Plumbing New/Adding Service/Upgrac	2	0	$8,250.00	$781.66
	Plumbing Repairs/Replace	2	0	$5,025.00	$637.12
	PLUMBING (COMMERCIAL) TOTAL:	**4**	**0**	**$13,275.00**	**$1,418.78**
Plumbing (Residential)	Plumbing Repairs/Replace	20	0	$62,409.94	$1,856.00
	PLUMBING (RESIDENTIAL) TOTAL:	**20**	**0**	**$62,409.94**	**$1,856.00**
Pool (Residential)	In Ground	19	18,446	$1,470,005.00	$15,807.80
	Pool with Enclosure	3	1,627	$266,600.00	$2,768.61
	POOL (RESIDENTIAL) TOTAL:	**22**	**20,073**	**$1,736,605.00**	**$18,576.41**
Sign	Monument	1	200	$120,000.00	$2,839.45
	Wall Mounted	6	322	$31,404.00	$2,214.60
	SIGN TOTAL:	**7**	**522**	**$151,404.00**	**$5,054.05**
Special Events	Special Event Minor	4	0	$0.00	$594.00

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

PERMIT ISSUANCE SUMMARY (07/01/2025 TO 07/31/2025)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	SPECIAL EVENTS TOTAL:	**4**	**0**	**$0.00**	**$594.00**
Tree Removal	Tree Removal Commercial	2	0	$0.00	$308.00
	Tree Removal Residential	4	0	$0.00	$112.00
	TREE REMOVAL TOTAL:	**6**	**0**	**$0.00**	**$420.00**
	GRAND TOTAL:	**643**	**780,758**	**$24,725,871.10**	**$313,830.06**

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

Social Media Followers as of Aug. 1, 2025 (+/- change from prior report)				
Facebook	**Nextdoor**	**Instagram**	**X**	**Threads**
29,808 **(+179)**	15,490 **(+78)**	6,019 **(+222)**	4,672 **(+23)**	1,099 **(+43)**

Top 3 Viewed Facebook Posts in July 2025				
Topic	**Views**	**Interactions**	**Comments**	**Shares**
40th Annual International Coastal Cleanup signups	43,674	449	33	145
This Week in NSB update for July 22-27	23,117	102	6	4
Throwback Thursday on President Bush visiting NSB	22,766	332	71	17

Bottom 3 Viewed Facebook Posts in July 2025				
Topic	**Views**	**Interactions**	**Comments**	**Shares**
July 28 Airport Advisory Board meeting notice	1,491	0	0	0
July 23 SEV Chamber Business Roundtable	1,756	5	0	1
July 26 Summer Festival at "Babe" James Center	2,014	4	0	1

Public Meeting Streaming Analytics in July 2025 (+/- change from prior report)				
Total Page Views	**Total Visits**	**Total Unique Visitors**	**Streaming Device Used**	
5,634 **(+2,327)**	2,351 **(+1,052)**	1,365 **(+410)**	Desktop 73% **(-3)**	Mobile 27% **(+3)**
Top 5 Most Watched Meetings (Views)		**Views by Referral Source**	**Top 10 Visitors by Location (Views)**	
1. July 22 City Commission regular meeting (608)		1. City website (4,522)	1. NSB (3,001)	6. Daytona Beach (107)
2. July 8 City Commission regular meeting (246)		2. Direct link (493)	2. Miami (363)	7. Lake Mary (56)
3. July 10 City Commission budget workshop (173)		3. City intranet (307)	3. Orlando (294)	8. Atlanta (45)
4. July 28 City Commission charter workshop (92)		4. Google search (120)	4. Edgewater (242)	9. Bushnell (35)
5. July 22 City Commission special meeting (39)		5. Facebook (69)	5. Port Orange (136)	10. DeLand (34)

From: Debbie Simmons
To: Kosorok, Tammy
Cc: Cowper, Kevin; Efren Chavez
Subject: Requested NSBU Monthly Capacity Metrics - July 2025
Date: Thursday, August 14, 2025 4:41:23 PM
Attachments: image002.png

CAUTION: EXTERNAL EMAIL

Tammy,

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

Thank you,

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

New Smyrna Beach ···UTILITIES···

Electric

July 2025

Peak (MW)	% of Available Capacity
115 MW	86.7%

Water

	Demand(MGD)	% Treatment Capacity
July 2025	5.495	55.4%

Wastewater

	TMADF(MGD)	% Treatment Capacity
July 2025	4.010	57.3%

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

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

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

CONSIDER THE ADOPTION OF THE MINUTES FROM THE CITY COMMISSION REGULAR MEETING HELD ON TUESDAY, AUGUST 12, 2025.

August 26, 2025

Background:

The City Commission held a regular meeting on Tuesday, August 12, 2025. The attached minutes are submitted for the Commission's review and consideration of adoption.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

City Commission Regular Meeting Minutes - August 12, 2025.pdf

City Commission Regular Meeting
Tuesday, August 12, 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, August 12, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

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

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

2. INVOCATION/PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF THE AGENDA

No action was taken.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Celebrating 40th Anniversary of Jimmy Lane Surfing Academy

The City Commission presented a proclamation to Jimmy Lane Surfing Academy.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined a report.

6. PUBLIC PARTICIPATION

David Wirth, 421 Canal Street, commented on a dedication ceremony at the Wirth Gallery held on September 6, 2025, from 4pm – 6pm. He stated that they were raising funds for the Marine Discovery Center.

Parker Mariah, 634 Yupon Avenue, commented on staffing at the fire department in New Smyrna Beach. She spoke in support of an increase in salary and compensation for the New Smyrna Beach Fire Department.

Aaron Brigham, 634 Yupon Avenue, commented in support of an increase in the firefighters benefits and salary.

John Joaquin, 4617 South Atlantic Avenue, commented as the Economic Development Taskforce chair on the outlook of the regional economy and jobs. He remarked on the Annual Regional Economic Summit to be held on Thursday, October 23, 2025.

Brannon Essig, New Smyrna Beach Firefighter Driver and Engineer, commented in support of an increase in compensation regarding the fire department.

Jennifer Roesch, 811 Old Mission Road, commented in support of an increase in compensation for the New Smyrna Beach firefighters.

Brannon Carroll, Local 2271, commented in support of an increase in compensation for the New Smyrna Beach firefighters. He also remarked on recruitment and retention of firefighters.

Judy Reiker, 464 Bouchelle Drive, Unit 304, supported Deb Dennys appointment to the Utilities Commission.

Josh Powers, New Smyrna Beach Firefighter, commented in support of an increase in compensation and benefits for the firefighters of New Smyrna Beach.

Ashley Powers, (address not provided), commented in support of an increase in compensation and benefits for the New Smyrna Beach firefighters.

Melissa Cole, 2820 Sienna Terrace View Court, commented on the medical calls the firefighters received. She spoke in support of an increase in compensation for the firefighters of New Smyrna Beach.

John West, New Smyrna Beach Firefighter, spoke on behalf of Adam Sarwi. He commented on the turnover in the New Smyrna Beach Fire department and the staffing.

Buddy Davenport, 106 Grandview Drive, thanked the City Commission for his time serving on the Utilities Commission.

Andrew West, 2250 Paige Avenue, commented in support of firefighters.

Lillian Conrad, 2700 North Peninsula Avenue, requested support for her re-appointment to the Utilities Commission. She provided an overview of the current goals and achievements for the Utilities Commission.

Bryon White, 2464 Lydia Way, commented on Senate Bill 180 and he acknowledged home rule. He remarked on SB 180 overreach of home rule.

Kathrine Ponte, (address protected FSS 119.071) commented on Senate Bill 180 and the staffing for the City of New Smyrna Beach firefighters.

Joe Dlubac, 3587 Casalta Circle, provided comments on the agenda packet. He addressed the proposed Charter Review changes, the mayor's term, Commission salary versus compensation, and the individual ballot language. He also discussed Senate Bill 180 and the Pioneer Interchange construction.

Harley Cooper, 643 Middlebury Loop, supported keeping the Flagler Avenue parking lot unpaved and advocated for preserving Turnbull Creek watershed land. He also addressed a proposed millage increase for salary supplement.

Cayla Bartolucci-Kaualoku, Atlantic Center for the Arts, thanked the City Commission for supporting the arts district and culture.

Ben Walker, Port Orange Fire Department Lieutenant, commented on pension for the New Smyrna Beach fire fighters. He remarked on the experience of new firefighters and salaries.

7. CONSENT AGENDA

7.A Consider the adoption of the minutes from the City Commission special and regular meetings held on Tuesday, July 22, 2025.

Motion:
Vice Mayor Martin moved to adopt the minutes from the City Commission special and regular meetings held on Tuesday, July 22, 2025. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.B Consider the approval of a License Agreement for a paver parking area in right-of-way at 303 Normandy Avenue.

Motion:
Vice Mayor Martin moved to approve the License Agreement for a paver parking area in right-of-way at 303 Normandy Avenue. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.C Consider the approval for award of RFP 14-25-LS for the Golf Course's Cart Fleet to Club Car LLC.

Motion:
Vice Mayor Martin moved to approve the award of RFP 14-25-LS for the Golf Course's Cart Fleet to Club Car LLC. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.D Consider the approval of the Release of Unity of Title Agreement and Termination of License Agreement.

Motion:
Vice Mayor Martin moved to approve the Release of Unity of Title Agreement and Termination of License Agreement. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.E Consider the approval of the transfer of K9 Loki to another law enforcement agency.

Motion:
Vice Mayor Martin moved to approve the transfer of K9 Loki to another law enforcement agency. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.F Special Event: Consider the approval of the Art Fiesta 2026, to be held on Saturday February 21 and Sunday February 22, 2026.

Motion:
Vice Mayor Martin moved to approve the Art Fiesta 2026, to be held on Saturday, February 21 and Sunday, February 22, 2026. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.G Special Event: Consider the approval of the Canal Street Nights Events for 2025-2026, to be held on four Thursdays: October 16, 2025, November 20, 2025, February 19, 2026, and March 19, 2026.

Motion:

Vice Mayor Martin moved to approve the Canal Street Nights Events for 2025-2026, to be held on four Thursdays: October 16, 2025, November 20, 2025, February 19, 2026, and March 19, 2026. Commissioner Perrine seconded the motion. The motion passed unanimously.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the acceptance and approval of the Final Report from the Charter Review Committee.

Motion:

Commissioner Perrine moved to approve the final report from the Charter Review Committee. Commissioner McGuirk seconded the motion. The motion passed unanimously.

8.B Consider the approval of a Real Estate Purchase Agreement for a Turnbull Creek Conservation property owned by Blossom Development

Motion:

Vice Mayor Martin moved to approve the Real Estate Purchase Agreement for a Turnbull Creek Conservation property owned by Blossom Development. Commissioner Perrine seconded the motion. The motion passed unanimously.

8.C Consider the approval of a Real Estate Purchase Agreement for a Turnbull Creek Conservation property owned by Festival Properties.

Motion:

Commissioner McGuirk moved to approve the Real Estate Purchase Agreement for a Turnbull Creek Conservation property owned by Festival Properties. Vice Mayor Martin seconded the motion. The motion passed unanimously.

9. QUASI-JUDICIAL HEARINGS

No action was taken.

10. PUBLIC HEARINGS

10.A Ordinance No. 40-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would approve a Small-Scale Comprehensive

Plan amendment changing the Future Land Use category from Industrial Mixed Use to Industrial on approximately 0.59 + acres of land located on the southeast corner of South Myrtle Avenue and W 7th Street.

City Attorney Avallone read Ordinance No. 40-25 for the first time by title only.

Senior Planner Bob Mathen outlined a PowerPoint presentation.

Vice Mayor Martin noted that the property's future land use designated it as a brownfield. She asked about the two egress points on the property.

Glen Storch, 420 South Nova Road, outlined a PowerPoint presentation.

Vice Mayor Martin raised questions about the property's usage, citing concerns related to traffic near the middle school.

Commissioner McGuirk addressed the traffic conditions in the area and referenced the two houses adjacent to the property.

Commissioner Ashley inquired regarding the number of businesses that would be established on the property.

Commissioner Perrine commented on the type of commercial property.

Mayor Cleveland opened the public hearing.

As no citizens wished to speak, Mayor Cleveland closed the public hearing.

Motion:
Commissioner McGuirk moved to adopt Ordinance No. 40-25 which would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use category from Industrial Mixed Use to Industrial on approximately 0.59 + acres of land located on the southeast corner of South Myrtle Avenue and W 7th Street. Commissioner Perrine seconded the motion. The motion passed unanimously with stipulations. The restrictive covenant shall prohibit activities that generate dust, debris, loud noises, noxious fumes, or involve the use of concrete.

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

City Attorney Avallone read Ordinance No. 47-25 for the second time by title only.

Development Services Director Shane Corbin outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

As no citizens wished to speak, Mayor Cleveland closed the public hearing.

Motion:
Vice Mayor Martin moved to adopt Ordinance No. 45-25 which would approve a proposed text amendment, to the City's Land Development Regulations, to prohibit advertising of unpermitted uses in a zoning district. Commissioner Perrine seconded the motion. The motion passed unanimously.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 41-25: Conduct a First Reading of an Ordinance, which, if adopted, at a Second Reading and Public Hearing, would amend sign definitions and required improvements.

City Attorney Avallone read Ordinance No. 41-25 for the first time by title only. She reported that seconded reading and public hearing was scheduled for Tuesday, August 22, 2025.

11.B Ordinance No. 43-25: 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 VPL Logistics, LLC.

City Attorney Avallone read Ordinance No. 43-25 for the first time by title only. She reported that seconded reading and public hearing was scheduled for Tuesday, August 22, 2025.

11.C Ordinance No. 44-25: Conduct a First Reading of an Ordinance, which, if adopted, upon Second Reading and Public Hearing would repeal Ordinance No. 07-25 and adopt a new ordinance adopting a revised boating-restricted area within 500 feet of a sewage pump out station near Yacht Club Island.

City Attorney Avallone read Ordinance No. 44-25 for the first time by title only. She reported that seconded reading and public hearing was scheduled for Tuesday, August 22, 2025.

Motion:

Vice Mayor Martin moved to approve holding a Special Election for the Charter referendum in November 2025. Commissioner McGuirk seconded the motion. The motion failed by a vote of 1-4, with Commissioners Ashley, McGuirk, Vice Mayor Martin, and Mayor Cleveland voting no.

City Attorney Avallone withdrew Ordinance Nos. 46-25, 47-25, 48-25, 49-25, 50-25, 51-25, and 52-25, indicating that they would be revised and resubmitted to the Commission at a future date for consideration during the 2026 General Election.

By consensus, the Commission agreed to present the City Clerk with a formal employment contract.

11.D Ordinance No. 46-25: Conduct the First Reading of an Ordinance, which, if adopted, at Second Reading and Public Hearing would set a referendum on proposed revisions to the Charter to revise the Mayoral Term from 2 years to 4 years, and adopt ballot language for the electorate to consider on November 4, 2025.

11.E Ordinance No. 47-25: Conduct a First Reading of an Ordinance which, if adopted at the Second Reading and Public Hearing, would set a referendum on revisions to the City Charter which would provide for a candidate who secures the majority vote in a primary election to be elected to office, and adopt ballot language for the electorate to consider on November 4, 2025.

11.F Ordinance No. 48-25: Conduct a First Reading of an ordinance which, if adopted at the Second Reading and Public Hearing, would set a referendum on the proposed revisions to the City Charter to change the City Clerk's employment designation as a charter officer to department head, and adopt ballot language for the electorate to consider on November 4, 2025.

11.G Ordinance No. 49-25: Conduct a First Reading of an ordinance, which, if adopted at the Second Reading and Public Hearing, would set a referendum on the proposed revision to the City Charter to adopt the city commission salary in the Charter and to increase the percentage, and adopt ballot language for the electorate to consider on November 4, 2025.

11.H Ordinance No. 50-25: Conduct a First Reading of an ordinance, which, if adopted at the Second Reading and Public Hearing, would set a referendum on the proposed revision to Section 6.03 - Historic Preservation, of the Charter for the City of New Smyrna Beach, and adopt ballot language for the electorate to consider on November 4, 2025.

11.I Ordinance No. 51-25: Conduct a First Reading of an ordinance, which, if adopted at the Second Reading and Public Hearing, would set a referendum on the proposed addition of Section 6.05 - Cultural Arts, to the Charter for the City of New Smyrna Beach, and adopt ballot language for the electorate to consider on November 4, 2025.

11.J Ordinance No. 52-25: Conduct a First Reading of an ordinance, which, if adopted at the Second Reading and Public Hearing, would set a referendum on the proposed revision to Section 7.03 Charter Review, of the Charter for the City of New Smyrna Beach, and adopt ballot language for the electorate to consider on November 4, 2025.

12. BOARDS AND COMMISSIONS

12.A Consider the appointment of two (2) members to the Utilities Commission to fill the current vacancies.

Jeff Devine was appointed with four votes, and Lillian Conrad was reappointed with three votes, both to three-year terms ending September 8, 2028.

12.B Board Vacancy Notice: Historic Preservation Commission

12.C Board Vacancy Notice: Building Trades Examining Board

13. MAYOR AND COMMISSIONER COMMENTS

Vice Mayor Martin commented on the Charter Review

Commissioner Perrine commented on the Fire department compensation and benefits. She provided clarification regarding Commission compensation and benefits.

Commissioner McGuirk commented on attending the Florida League of Cities conference. and the firefighter compensation.

Commissioner Ashley attended seminars on Advanced Air Mobility and Shaping Tomorrow Spaces, noted the upcoming reopening of the Venetian Bay pool, and mentioned honoring Jimmy Lane with a proclamation.

Mayor Cleveland commented on the negotiations with the fire fighter compensation and benefits. He commented on the First Annual Ruck and Rise Expo, it was a celebration and a tribute to Veterans, Law Enforcement and First Responders. He also attended the Elected Official subcommittee on flooding and stormwater mitigation.

14. CITY CLERK'S REPORT

City Clerk sought to designate a voting delegate for the Florida League of Cities Conference.

Motion:
Commissioner McGuirk moved to approve the nomination of Mayor Cleveland to serve as the voting delegate for the City of New Smyrna Beach during the Florida League of Cities conference. Commissioner Ashley seconded the motion. The motion passed by a 4–1 vote, with Mayor Cleveland voting no.

15. CITY ATTORNEY'S REPORT

15.A Resolution No. 22-25: Consider the adoption of a Resolution that would authorize the City to participate in a class action lawsuit against the State of Florida in opposition to Senate Bill 180.

City Attorney Avallone announced that Resolution No. 22-25 has been continued and would be presented to the City Commission during its regular meeting on Tuesday, August 26, 2025.

By consensus, the City Commission approved entering into a retainer agreement with Jessica Conner of Dean, Ringers, Morgan, and Lawton, P.A. to represent the City.

16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 9.23 pm.

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF A PROPOSAL BY AVCON, INC FOR WILDLIFE FENCE - DESIGN PHASE SERVICES

August 26, 2025

Background:

On May 27th, the City Commission approved a request by the Airport to accept a Federal Administration Aviation (FAA) Grant Agreement for Wildlife Fence - Design. This is related to the recommendations made by the Airport's FAA Part 139-approved Wildlife Hazard Management Plan (WHMP) which includes a detailed list of wildlife found on and around the airport that post a threat to aircraft. Several mammals that pose as hazardous wildlife to the airport include, but are not limited to, coyotes, racoons, opossums, eastern cottontails, gopher tortoises and snapping turtles. As per recommendations in the WHMP, the airport is seeking to upgrade existing fencing to wildlife fencing in order to add a layer of protection against some species seeking to gain access to the airfield, especially mammals like coyotes which frequently dig under the existing fence.

The airport is now seeking approval for a proposal by Avcon, INC for the Design Phase Services of this project. Generally, the project includes the design of roughly 24,000 linear feet of perimeter wildlife fence, gate improvements, modification to existing fence, and swale crossing improvements.

Findings:

Staff recommend the approval of the proposal by Avcon, INC for Wildlife Fence - Design Phase Services

Fiscal Analysis:

30454201.563203.26AWF
Total Project Cost - $82,850
Reimbursed by FAA (95%) - $78,708
Remainder by Airport - $4,142

Strategic Plan Item:

No

Staff Report Created By: Arvin Weese - Airport Director

Attachments:

FAA Wildlife Fence - Executed Design Grant.pdf
Avcon_COI_2024-2025.pdf

Agreement_Between_Avcon___CNSB.pdf
City Commission Regular Meeting Summary of Action - May 27, 2025.pdf
Avcon Wildlife Fence Proposal - Design Phase Services.pdf

U.S. Department of Transportation Federal Aviation Administration

Orlando Airports District Office:
8427 South Park Circle, Suite 524
Orlando, FL 32819

July 23, 2025

Mr. Arvin Weese
Airport Manager
City of New Smyrna Beach
602 Skyline Drive
New Smyrna Beach, FL 32168-5949

Dear Mr. Weese:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0054-032-2025 at New Smyrna Beach Municipal (Jack Bolt Field) Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 8, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Chastity Clark, (407) 487-7226, chastity.clark@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Juan C. Brown
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 23, 2025
Airport/Planning Area	New Smyrna Beach Municipal (Jack Bolt Field) Airport
Airport Infrastructure Grant Number	3-12-0054-032-2025
Unique Entity Identifier	PK4MA4NU92L5

TO: City of New Smyrna Beach
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 28, 2025, for a grant of Federal funds for a project at or associated with the New Smyrna Beach Municipal (Jack Bolt Field) Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the New Smyrna Beach Municipal (Jack Bolt Field) Airport (herein called the “Project”) consisting of the following:

Construct Wildlife Perimeter Fence (24,000 feet) -Design

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $78,708.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $78,708 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).
      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR §

200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 8, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

i. Severe forms of trafficking in persons;
ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
iii. The use of forced labor in the performance of this grant; or any subaward; or
iv. Acts that directly support or advance trafficking in persons, including the following acts:
a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
d) Charging recruited employees a placement or recruitment fee; or
e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. Provisions applicable to a recipient other than a private entity.

a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or
b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. Provisions applicable to any recipient.

a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. Definitions. For purposes of this Grant award, term:

a. "Employee" means either:

i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

b. "Private Entity" means:

i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any

amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and

    b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471,.any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
(3) any other remedy legally available.

c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. **Wildlife Fence.** The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of this Grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any reason.

36. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

37. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Juan C. Brown

(Typed Name)

Manager

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated August 5, 2025

City of New Smyrna Beach

(Name of Sponsor)

Fred E. Cleveland

Fred E. Cleveland (08/05/2025 13:50:03 EDT)

(Signature of Sponsor's Authorized Official)

By: Fred E. Cleveland

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Carrie Avallone , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Florida__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at August 5, 2025

By: Carrie Avallone (08/05/2025 14:23:46 EDT)

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The City of New Smyrna Beach, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of April 28, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2024

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 Hylant - Orlando 1025 Greenwood Boulevard Suite 285 Lake Mary FL 32746 License#: 23894	**CONTACT NAME:** Catherine Goff **PHONE (A/C, No, Ext):** 407-740-5550 **FAX (A/C, No):** 4078783246 **E-MAIL ADDRESS:** orlandocommercial@hylant.com
INSURED AVCOINC-01 AVCON, INC. 5555 East Michigan Street Suite 200 Orlando FL 32822	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Admiral Insurance Company 24856 **INSURER B :** Travelers Indemnity Co of Amer 25666 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1247212946 **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	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6807S607425	10/6/2024	10/6/2025	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 $ 1,000,000 $ 50,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA7S607609	10/6/2024	10/6/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ 1,000,000 $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 0			CUP007S607855	10/6/2024	10/6/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB7S607763	10/6/2024	10/6/2025	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
A	Professional Liability			EO000047468-07	10/6/2024	10/6/2025	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Engineering & Planning Consulting Services for the City Airport City of New Smyrna Beach is named as an additional insured as respects the general liability if required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168-0000

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

Judy K. Wilson

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Avcon, Inc.

RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services

THIS AGREEMENT is made and entered into this 24th day of May, 2024, by and between **Avcon, Inc.,** duly authorized to conduct business in the State of Florida and whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida, 32822, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport**, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Fee Proposal

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

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

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

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

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

Sandeep Singh, PE., President
Avcon, Inc.
5555 E Michigan, Street
Suite 200
Orlando, Florida, 32822
(407) 599-1122

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

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

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

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

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

ATTEST

Authorized Signature

James H. Kriss, Corporate Secretary

AVCON, INC. CORPORATE SEAL 1988 FLORIDA

Avcon, Inc.

Authorized Signature

Sandeep Singh, PE., President

Date: 5/08/2024

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: May 14, 2024

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

Carrie Avallone City Attorney

Dated: 5/24/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2023

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 Hylant - Orlando 1025 Greenwood Boulevard Suite 285 Lake Mary FL 32746 License#: 23894	CONTACT NAME: Catherine Goff PHONE (A/C, No, Ext): 407-740-5550 FAX (A/C, No): 407-740-5522 E-MAIL ADDRESS: orlandocommercial@hylant.com
INSURED AVCON, INC. 5555 East Michigan Street Suite 200 Orlando FL 32822 AVCOINC-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Admiral Insurance Company — 24856 INSURER B : Travelers Indemnity Co of Amer — 25666 INSURER C : The Travelers Indemnity Company — 25658 INSURER D : Travelers Casualty Ins Co Amer — 19046 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1208132175 **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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			680007S607425	10/6/2023	10/6/2024	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BA7S607609	10/6/2023	10/6/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ 1,000,000 $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP007S607855	10/6/2023	10/6/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB007S607763	10/6/2023	10/6/2024	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
A	Professional Liability			EO000047468-06	10/6/2023	10/6/2024	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Engineering & Planning Consulting Services for the City Airport City of New Smyrna Beach is named as an additional insured as respects the general liability if required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168-0000

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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City Commission Regular Meeting
Tuesday, May 27, 2025, at 6:30 PM

SUMMARY OF ACTION

1. OPENING OF MEETING

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

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

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Chaplain Shelia Turner gave the invocation. Youth Task Force Council Chair Piper Lehmann led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Cowper announced moving Item 10G to after Consent.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Recognizing Juneteenth

No action.

4.B Proclamation: Gary Norville of American Aero Services.

No action.

4.C Presentation: Youth Council Task Force Project Presentation

Motion:

Commissioner Perrine moved to approve the "Youth Showcase" Festival to be held on Saturday, May 16, 2026. Commissioner McGuirk seconded the motion. The motion passed by unanimous vote.

Motion:
Commissioner McGuirk moved to approve the Boater Safety Awareness meeting to be held during boater safety week. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

5. CITY MANAGER'S REPORT

5.A City Manager's Office

City Manager outlined a report.

6. PUBLIC PARTICIPATION

No action.

7. CONSENT AGENDA

7.A Resolution No. 13-25: Consider the adoption of a Resolution, which if adopted, would approve the FDOT Grant offer for a Public Transportation Grant Agreement (PTGA) No. 456950-1-94-01 Air Traffic Control Equipment Upgrade.
Unanimously adopted.

7.B Resolution No. 14-25: Consider the approval of Countywide Local Mitigation Strategy (LMS) Plan with Resolution.
Unanimously adopted.

7.C Consider the approval of Contract Renewals for Engineering Services for Marine Applications for Dredging & Marine Consultants, LLC and Taylor Engineering.
Unanimously approved.

7.D Consider the approval of Contract Renewals for Professional Engineering Services.
Unanimously approved.

7.E Consider the approval of Contract Renewals for Professional Architectural Services.
Unanimously approved.

7.F Consider the award Barracuda Boulevard Roadway Enhancement Project Contract to Halifax Paving, Inc.
Unanimously approved.

7.G Consider the approval of a contract award to Playcore Wisconsin, Inc. dba GameTime for RFP 13-25-CIP Design Build Sail Shade Structure for Pettis Park
Unanimously approved.

7.H Consider the approval of the purchase, delivery, and installation of a prefabricated restroom facility from CXT through Sourcewell Contract 081721-CXT
Unanimously approved.

7.I Consider the approval of a contract award to Hall and Ogle Architects, Inc. for RFQ 16-23-CIP Professional Architectural Services - Fire Station Management Building.
Unanimously approved.

7.J Consider the approval of an Federal Administration Aviation (FAA) Grant Agreement for Wildlife Fence - Design.
Unanimously approved.

7.K Consider the approval of Mead & Hunt's proposal for a septic-to-sewer system for the Air Traffic Control Tower.
Unanimously approved.

7.L Consider the approval of a Memorandum of Understanding between the City of New Smyrna Beach and the Smyrna Yacht Club addressing the installation of signage for a Low Wake Zone.
Unanimously approved.

7.M Special Event: Consider the approval of the Venetian Bay Golf and Country Club 2025 July 4th Fireworks display, to be held on Friday July 4, 2025.
Unanimously approved.

7.N Special Event: Consider the approval of the continuous NSB Cars and Coffee Event, to be held on the 3rd Saturday of each month starting on June 21, 2025 through April 18, 2026.
Unanimously approved.

7.O Special Event: Consider approval of the First Saturday on Canal Street Events for 2025-2026, events will be held on the first Saturday of each month starting on July 5, 2025 through May 2, 2026.
Unanimously approved.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

No action.

9. QUASI-JUDICIAL HEARINGS

9.A Conduct a Quasi-Judicial Public Hearing to review and consider the approval of a Special Exception to allow a boat and RV storage facility to operate in the B-3 zoning district, located at 666 Dora Street.

Unanimously approved with the following stipulations:

- Planting the 5-foot landscape buffer along the entirety of the east property line (Dora St. Side), inside the fence, outside the visibility triangle (Required by any project in the B-3 zoning district).
- Plant the 5-foot landscape buffer along the western property line (Pecan Street side), not obstructing the gate, outside the visibility triangle. (required by any project in the B-3 zoning district).
- Require the property owner to include the slats wither at the minimum 6-foot height outside the visibility triangle along the north and south property lines.
- Meet all the other requirements of the site plan approval, including storm water management per the Engineering Department's requirements, and planning the required number of trees.
- One year after the commencement of operations, the property owners neighboring 666 Dora Street must be offered a landscape buffer along their side property lines, at the expense of the owners of 666 Dora Street. If the neighbors decline the offer, a verification statement must be submitted confirming their decision to not accept the landscaping.

9.B Conduct a Quasi-Judicial Hearing of a proposed Sidewalk Café Agreement for The General Public House restaurant located at 501 Canal Street.
Unanimously approved.

10. PUBLIC HEARINGS

10.A Ordinance No. 22-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 18.18 + acres of land located on Paige Avenue.
Unanimously adopted.

10.B Ordinance No. 23-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would propose a Small-Scale Comprehensive Plan amendment for property located on Paige Avenue, changing the Future Land Use category to Conservation as part of an overall annexation application.
Unanimously adopted.

10.C Ordinance No. 24-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would rezone approximately 18.18 + acres of land located on Paige Avenue to Conservation as part of an overall annexation application.
Unanimously adopted.

10.D Ordinance No. 25-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 17.5 +/- acres of land located at 2350 Paige Avenue.
Unanimously adopted.

10.E Ordinance No. 26-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would propose a Small-Scale Comprehensive Plan amendment changing the Future Land Use category to Conservation for property located at 2350 Paige Avenue as part of an overall annexation application.
Unanimously adopted.

10.F Ordinance No. 27-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would rezone approximately 17.5 + acres of land located at 2350 Paige Avenue to City Conservation as part of an overall annexation application.
Unanimously adopted.

10.G Ordinance No. 28-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would authorize the Utilities Commission, City of New Smyrna Beach to Issuance up to $130 million in Utilities System Revenue Certificates (Bonds).
Unanimously adopted.

10.H Ordinance No. 29-25: Conduct a First Reading and Public Hearing of an ordinance, if adopted at a Second Reading and Public Hearing, would rezone approximately 3.25 + acres of land from A-3, Transitional Agriculture to RA, Rural Agriculture for property located at 1016 Dillon Circle.
Unanimously adopted.

11. ORDINANCES FIRST READINGS

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

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

11.C Ordinance No. 32-25: Conduct a First Reading of an ordinance, if adopted at a Second Reading and Public Hearing, would annex approximately 0.36 + acres of property located at 1198 N Golf Lake Drive.
No action.

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

11.E Ordinance No. 34-25: Conduct a First Reading of an ordinance, if adopted at a Second Reading and Quasi-Judicial Hearing would rezone approximately

0.36 + acres of to A-3, Transitional Agriculture for property located at 1198 N Golf Lake Drive as part of an overall annexation application.
No action.

11.F Ordinance No. 35-25: Conduct the First Reading and Public Hearing of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would grant a non-exclusive franchise agreement to Lightning Dumpster LLC.
No action.

12. BOARDS AND COMMISSIONS

12.A Appointment - Housing Authority: Consider the appointment of one (1) citizen to serve an unfilled four-year term, expiring on August 31, 2027.
Mr. Nelson McDonald was appointed to serve.

12.B Reappointment - Personnel Board: Consider the reappointment of five (5) citizens to serve three-year terms to expire on May 1, 2028.
Members: Daniel Moran, Tim Buko, Barbara Luttrell, Lori Hartman, and Douglas Rose were reappointment to serve a second three (3) year term.

12.C Board Vacancy Advertisement: Historic Preservation Commission
No action.

13. MAYOR AND COMMISSIONER COMMENTS

No action.

14. CITY CLERK'S REPORT

No action.

15. CITY ATTORNEY'S REPORT

15.A Proposed Legislative Bill Summaries, weeks four and five of Florida's legislative session.
No action.

16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 9:34 PM.

PROPOSAL

SCOPE OF SERVICES

New Smyrna Beach Municipal Airport

Wildlife Fence

Design Phase Services

PROJECT DESCRIPTION:

The CONSULTANT shall provide design phase services for the Wildlife Fence project at New Smyrna Beach Municipal Airport. The project limits are depicted on Attachment C. Generally, the project includes design of approximately 24,000 linear feet of perimeter wildlife fence. The wildlife fence installation will include new fence, modification to existing fence, gate improvements, and swale crossing improvements. The fencing will meet the requirements of FAA National CertAlert No. 16-03 "Recommended Wildlife Exclusion Fencing".

DESIGN PHASE SERVICES:

Administration Phase

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Design Phase

The services to be performed during the Design Phase consist generally of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Plans, Specifications, Engineer's Report, and an Estimate of Construction Cost. The Design scope of services will include:

- Schematic Design.
    - Acquire topographic survey.
    - Develop schematic plans.
    - Prepare Engineer's Report and construction cost estimate.

- Preliminary Design.
    - Field verify survey.
    - Develop preliminary design plans.

    - Develop Draft Construction Safety and Phasing Plans and Document (CSPP).
    - Preparation of FAA OE/AAA submission documentation (Airspace Review).
    - Develop general and technical specifications.
    - Update Engineer's Report and construction cost estimate.

- Final Design.
    - Finalize design plans.
    - Finalize CSPP and airspace submission documentation and upload to OE/AAA for FAA review and approval.
    - Finalize general and technical specifications.
    - Prepare Final Engineer's Report and construction cost estimate.

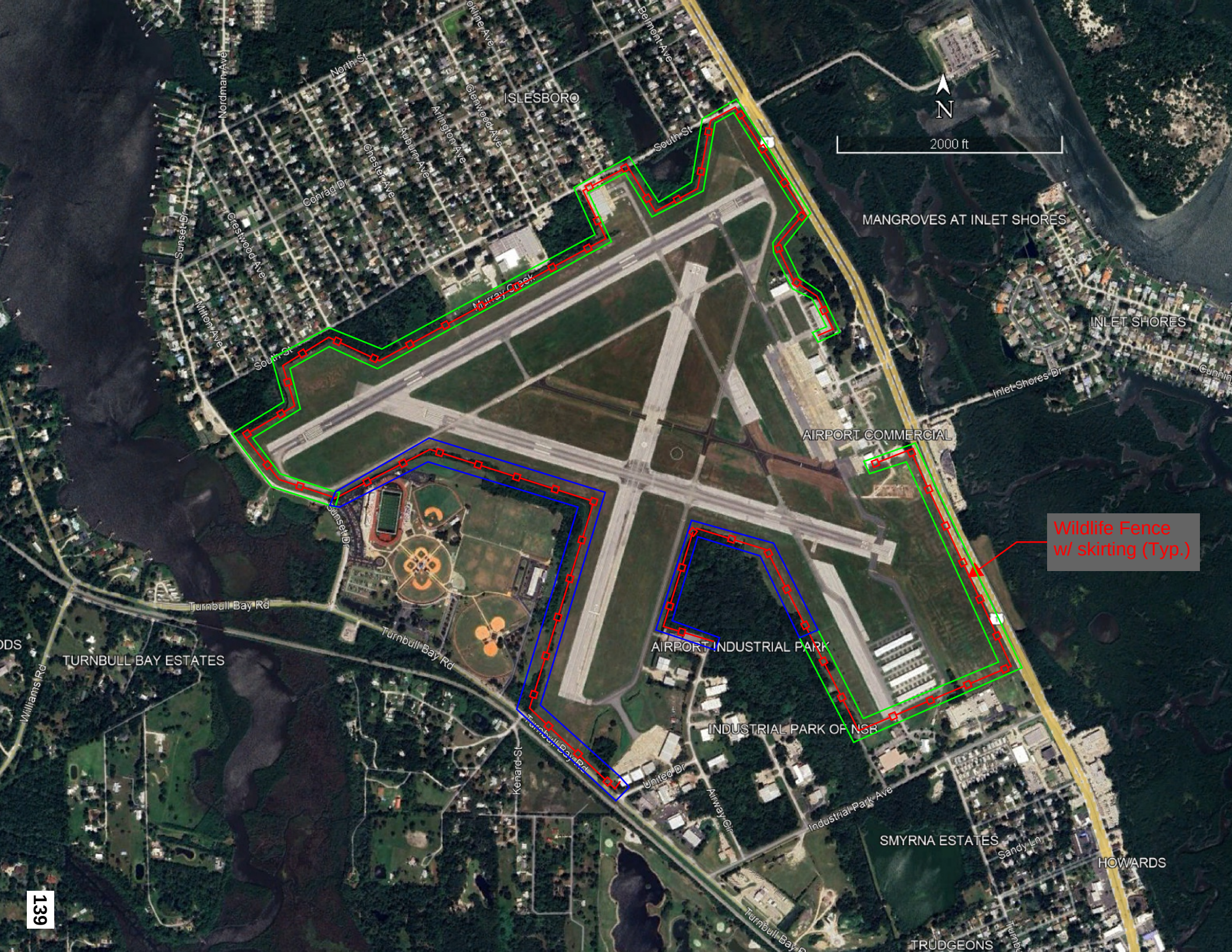
Deliverables include electronic copies of Contract Documents at the completion of each Design Phase. Final Contract Documents will be uploaded into JACIP.

HOUR AND FEE PROPOSAL DESIGN SERVICES FOR WILDIFE FENCE NEW SMYRNA BEACH MUNICIPAL AIRPORT

4/24/2025

TASK	DESCRIPTION	Principal		Sr. Project Manager		Senior Engineer		Project Engineer		Engineer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	$ 310	Rate/Hour:	$ 240	Rate/Hour:	$ 220	Rate/Hour:	$ 150	Rate/Hour:	$ 125	Rate/Hour:	$ 80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	**SCHEMATIC DESIGN**															
1.1	Grant Administration and Project Coordination		$ -	4	$ 960		$ -		$ -		$ -		$ -	4	$ 960	$ -
1.2	Acquire topographic survey		$ -		$ -	2	$ 440	8	$ 1,200		$ -		$ -	10	$ 1,640	$ 28,750
1.3	Develop Schematic Plans		$ -	4	$ 960	4	$ 880	8	$ 1,200	16	$ 2,000		$ -	32	$ 5,040	$ -
1.4	Prepare Engineer's Report and Construction Cost Estimate		$ -	2	$ 480	4	$ 880	8	$ 1,200		$ -	8	$ 640	22	$ 3,200	$ -
1.5	QA/QC	2	$ 620	2	$ 480	2	$ 440	2	$ 300		$ -		$ -	8	$ 1,840	$ -
	Subtotal	**2**	**$ 620**	**12**	**$ 2,880**	**12**	**$ 2,640**	**26**	**$ 3,900**	**16**	**$ 2,000**	**8**	**$ 640**	**76**	**$ 12,680**	**$ 28,750**
2	**PRELIMINARY DESIGN**															
2.1	Grant Administration and Project Coordination		$ -	4	$ 960		$ -		$ -		$ -		$ -	4	$ 960	$ -
2.2	Field verify survey		$ -		$ -		$ -	8	$ 1,200	8	$ 1,000		$ -	16	$ 2,200	$ -
2.3	Develop preliminary design plans		$ -	2	$ 480	8	$ 1,760	8	$ 1,200	40	$ 5,000		$ -	58	$ 8,440	$ -
2.4	Develop Draft CSPP		$ -	2	$ 480	8	$ 1,760	16	$ 2,400		$ -		$ -	26	$ 4,640	$ -
2.5	Submit FAA OE/AAA (Airspace Review)		$ -	2	$ 480		$ -		$ -	4	$ 500		$ -	6	$ 980	$ -
2.6	Develop general and technical specifications		$ -	2	$ 480		$ -	16	$ 2,400		$ -	8	$ 640	26	$ 3,520	$ -
2.7	Update Engineer's Report and Construction Cost Estimate		$ -	2	$ 480	4	$ 880	8	$ 1,200		$ -	4	$ 320	18	$ 2,880	$ -
2.8	QA/QC	2	$ 620	2	$ 480	2	$ 440	2	$ 300		$ -		$ -	8	$ 1,840	$ -
	Subtotal	**2**	**$ 620**	**16**	**$ 3,840**	**22**	**$ 4,840**	**58**	**$ 8,700**	**52**	**$ 6,500**	**12**	**$ 960**	**162**	**$ 25,460**	**$ -**
3	**FINAL DESIGN**															
3.1	Grant Administration and Project Coordination		$ -	4	$ 960		$ -		$ -		$ -		$ -	4	$ 960	$ -
3.2	Finalize design plans		$ -	4	$ 960	8	$ 1,760	8	$ 1,200	16	$ 2,000		$ -	36	$ 5,920	$ -
3.3	Finalize CSPP		$ -	2	$ 480	4	$ 880		$ -	8	$ 1,000		$ -	14	$ 2,360	$ -
3.4	Finalize general and technical specifications		$ -	2	$ 480	4	$ 880	4	$ 600		$ -	8	$ 640	18	$ 2,600	$ -
3.5	Prepare Final Engineer's Report and Construction Cost Estimate		$ -	2	$ 480	4	$ 880	4	$ 600		$ -	4	$ 320	14	$ 2,280	$ -
3.6	QA/QC	2	$ 620	2	$ 480	2	$ 440	2	$ 300		$ -		$ -	8	$ 1,840	$ -
	Subtotal	**2**	**$ 620**	**16**	**$ 3,840**	**22**	**$ 4,840**	**18**	**$ 2,700**	**24**	**$ 3,000**	**12**	**$ 960**	**94**	**$ 15,960**	**$ -**
	Total	**6**	**$ 1,860**	**44**	**$ 10,560**	**56**	**$ 12,320**	**102**	**$ 15,300**	**92**	**$ 11,500**	**32**	**$ 2,560**	**332**	**$ 54,100**	**$ 28,750**

Total Project Fee	**$ 82,850**


N
2000 ft
ISLESBORO
MANGROVES AT INLET SHORES
INLET SHORES
AIRPORT COMMERCIAL
AIRPORT INDUSTRIAL PARK
INDUSTRIAL PARK OF NSB
TURNBULL BAY ESTATES
SMYRNA ESTATES
HOWARDS
TRUDGEONS
Wildlife Fence
w/ skirting (Typ.)
Murray Creek
North St
South St
Conrad Dr
Sunset Dr
Nordman Ave
Crestwood Ave
Wilton Ave
Chester Ave
Auburn Ave
Arlington Ave
Glenwood Ave
Belmont Ave
Inlet Shores Dr
Turnbull Bay Rd
Williams Rd
Kenard St
United Dr
Airway Cir
Industrial Park Ave
Sandy Ln
139

THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER THE APPROVAL OF AN AMENDMENT TO THE OPIOID ABATEMENT GRANT AGREEMENT TO EXTEND THE GRANT PERIOD AND RECOMMIT FUNDING.

August 26, 2025

Background:

The original FY2024-2025 County of Volusia Housing and Grants Administration Opioid Abatement Funding Program Agreement was approved for use by the City of NSB Commission at the December 10th, 2024, regular commission meeting. The original grant period expires on September 30th, 2025; however, not all funds have been expended as the COU software was purchased for significantly less than budgeted and not all training funds have been utilized.

Findings:

Of the original grant award $135,100, the amount remaining is $36,511. To utilize the remaining Opioid Abatement Grant funds, NSBPD submitted a request for a no-cost extension and modification of allocations for the Opioid Abatement Funding Grant. The extension will enable NSBPD COU to utilize the remaining training funds, and the funds left over from the software purchase will be recommitted to a Jon Boat to support a marine-based outreach initiative aimed at addressing homelessness, mental health crises, and opioid addiction among individuals living along or near shallow waterways that our current Marine Unit boat cannot reach. This program reflects NSBPD's evolving role as a community partner, using a public health lens to engage at-risk populations through compassionate outreach and early intervention strategies. This request was accepted by the County of Volusia Planning and Monitoring Manager, and he provided an amended Opioid Abatement agreement. Execution of the amended Opioid Abatement agreement will enable NSBPD to utilize the remaining funds.

Staff recommends approval.

Fiscal Analysis:

This grant is 100% reimbursed. Expenses of the remaining grant funds in the amount of $36,511 will be incurred by the end of the amended agreement term September 30th, 2026. Quarterly reports and requests for reimbursement from the County of Volusia shall be submitted by NSBPD within 30 days following the end of each quarter per the agreement requirements. Funds for the initial expenditure prior to reimbursement are already budgeted from the initial grant award, the training funds will come from 00152101.554004.25OPI Seminar/Conf Registration or 00152101.540005.25OPI Travel, and the PD will request Finance to move the remaining funds (approx. $15.5k) from the

COU database software purchase account 00152101.552012.25OPI Computer Hrdwr/Sftwr New to a capital account to cover the cost of the Jon Boat.

Strategic Plan Item:
No

Staff Report Created By: Chris Kirk

Attachments:

12-10-24 City Commission Regular Meeting - Summary of Action.pdf
Executed Opioid Abatement Funding Program Agreement.pdf
NSB 24-25-First Amended Opioid Contract-Final.pdf

City Commission Regular Meeting
Tuesday, December 10, 2024 at 6:30 PM
SUMMARY OF ACTION

1. OPENING OF MEETING

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

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

Excused Absent: Commissioner Valli Perrine

Motion:
Vice Mayor Martin moved to excuse Commissioner Perrine from the meeting. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Bill Kitchin gave the invocation. Keep NSB Clean Founder Linda Henline led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Cowper reported the addition of Consent Agenda item 7.K: Consider approval of accepting the FY 2024-2025 Opioid Abatement Funding Program and moved Consent Agenda Item 7.F: Consider the approval of the FY24/25 Homeless and Disadvantaged Grant Fund Awards to local non-profit organizations and/or disadvantaged programs to the published agenda.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

No action

5. CITY MANAGER'S REPORT

5.A City Manager's Report

No action

6. PUBLIC PARTICIPATION

No action

7. CONSENT AGENDA

7.A Resolution No. 84-24: Consider the adoption of a Resolution, which if adopted, would amend the FY2024-2025 budget.
Unanimously adopted

7.B Resolution No. 85-24: Consider the adoption of a Resolution, which if approved, would authorize execution of the Governmental Entity Certificate of Resolution Form to update authorized signatories for TD Bank Accounts.
Unanimously adopted

7.C Consider approval of a Project Agreement with FIND for a reimbursement grant for the North Causeway (AOB) Shoreline Revetment project and authorization for the City Manager to execute the grant award on behalf of the city.
Unanimously approved

7.D Consider the approval of awarding Cobb & Cole, P. A. the contract related to RFP-32-24-CE, Special Magistrate Services for Code Compliance.
Approved 3-1 by majority vote

7.E Consider the adoption of the City Commission minutes from the special and regular meetings held on November 12, 2024.
Unanimously adopted

7.F Consider the approval of FY24/25 Homeless and Disadvantaged Grant Fund Awards to local non-profit organizations and/or disadvantaged programs.
Moved to Administrative Item 8.A

7.G Consider the approval of pipe inspections and repair utilizing a piggyback agreement with Shenandoah General Construction, LLC and authorizing the City Manager to execute any related and necessary documents on behalf of the City.

Unanimously approved

7.H Consider the approval of an upgraded pump system with natural gas generators from Ring Power and a piggyback contract with Hydra Services.

Unanimously approved

7.I Consider the approval of equipment for surplus.

Unanimously approved

7.J Consider the approval of the of an annual Agreement for Service between the Edgewater Animal Shelter, Inc. and the City of New Smyrna Beach.

Unanimously approved

7.K Consider approval of accepting the FY 2024-2025 Opioid Abatement Funding Program

Unanimously approved

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the approval of FY24/25 Homeless and Disadvantaged Grant Fund Awards to local non-profit organizations and/or disadvantaged programs.

Unanimously approved

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Conduct a Quasi-Judicial Public Hearing to consider the approval of revised Application No. S-08-24 - St. James Estates Final Plat and authorize the Mayor to execute the contract for plat recording on behalf of the City.

Unanimously approved

9.B Ordinance No. 63-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.25 acres of land for property located at 158 Spruce Street.

Unanimously adopted

9.C Ordinance No. 64-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive Plan amendment changing the Future Land Use to City Medium Density Residential for property located at 158 Spruce Street as part of an overall annexation application.

Unanimously adopted

9.D Ordinance No. 65-24: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone a parcel to City R-2, Single-Family Residential for property located at 158 Spruce Street as part of an overall annexation application.

Unanimously adopted

9.E Ordinance No. 66-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.63 acres of vacant land for property located at 1997 Pioneer Trail.

Unanimously adopted

9.F Ordinance No. 67-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive Plan amendment changing the Future Land Use to City Medium Density Residential for property located at 1997 Pioneer Trail as part of an overall annexation application.

Unanimously adopted

9.G Ordinance No. 68-24: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone a parcel of land to City R-2, Single-Family Residential for property located at 1997 Pioneer Trail as part of an overall annexation application.

Unanimously adopted

10. ORDINANCES - FIRST READING

10.A Ordinance No. 55-24: Conduct a First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would amend text to Article III of the Land Development Regulations.

City Attorney Avallone read Ordinance No. 55-24, the first time, by title only. She reported that the second reading and public hearing would be on January 14, 2025.

10.B Ordinance No. 61-24: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would create one text amendment to the Code of Ordinances.

City Attorney Avallone read Ordinance No. 61-24, the first time, by title only. She reported that the second reading and public hearing would be on January 14, 2025.

10.C Ordinance No. 69-24: Conduct a First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would amend the Police Pension benefits.

City Attorney Avallone read Ordinance No. 69-24, the first time, by title only. She reported that the second reading and public hearing would be on January 14, 2025.

10.D Ordinance No. 70-24: Conduct a First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, amending the New Smyrna Beach Code of Ordinances, Chapter 2, Administration, Article II, City Commission, Sec. 2-51, Time and Place.

City Attorney Avallone read Ordinance No. 70-24, the first time, by title only. She reported that the second reading and public hearing would be on January 14, 2025.

11. BOARDS AND COMMISSIONS

11.A Housing Authority: Consider the appointment of one (1) citizen to serve an unfilled four-year term, expiring on August 31, 2025.

Appointed Michele Davis to serve a four-year term, expiring on August 31, 2029.

12. MAYOR AND COMMISSION REPORTS

No action

13. CITY CLERK'S REPORT

13.A City Clerk's Report

No action

14. CITY ATTORNEY'S REPORT

Commission consensus directed City Attorney Avallone to move forward with coordinating a Charter Review Committee.

15. ADJOURNMENT

7:51 PM

Volusia County
FLORIDA

County of Volusia
Housing and Grants Administration
Opioid Abatement Funding Program Agreement

This Agreement is made and entered into between the COUNTY OF VOLUSIA, a political subdivision of the STATE OF FLORIDA, with its administrative offices located at 123 West Indiana Avenue, DeLand, Florida, hereinafter referred to as "COUNTY", and NEW SMYRNA BEACH POLICE DEPARTMENT AND NEW SMYRNA BEACH FIRE DEPARTMENT, a local government in Volusia County with its principal offices located at at 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168 hereinafter referred to as the "RECIPIENT".

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the County and Recipient agree and stipulate as follows:

I. Term

The term of this Agreement shall be for the period of one (1) year commencing October 1, 2024 and extending through September 30, 2025.

II. Grant Funding

Funds must be used for the Program Purpose set forth in Attachment 1, and to achieve the outcomes as defined in the Program Logic Model set forth in Attachment 2 of this Agreement.

III. Recipient Information

The Recipient must provide availability of the following items for review by the Opioid Program Administrator for the County:

~~For not-for-profit corporations and non-governmental organizations:~~

~~a. Administrative~~
- ~~i. Articles of Incorporation~~
- ~~ii. By-Laws~~
- ~~iii. Board roster with date of appointment to Board and term~~
- ~~iv. Board meeting schedule~~
- ~~v. Board meeting minutes for the last twelve months~~
- ~~vi. Copies of monitoring reports within the last 12 months from any other funding sources~~

~~b. Regulatory Compliance~~
- ~~i. Copy of Florida Corporate Registration / Certificate of Good Standing from the Division of Corporations~~
- ~~ii. Proof of registration with Florida Department of Agriculture and Consumer Affairs for Solicitation of Contributions~~
- ~~iii. IRS Form 941 with proof of payment of withholding taxes for most recent calendar quarter~~
- ~~iv. Most recent IRS Form 990~~
- ~~v. All legally required licenses related to use of any funding~~
- ~~vi. IRS Determination letter identifying classification~~

vii. ~~Federal Employer ID statement/letter~~
viii. ~~Fire Inspection Certificates for all program sites (city or county fire departments only)~~
ix. ~~Health Inspection certificates, if applicable~~
x. ~~Proof of current general liability insurance~~
xi. ~~Proof of current workers' compensation insurance~~
xii. ~~Proof of current vehicle insurance, if applicable~~
xiii. ~~Proof of current volunteer insurance, if applicable~~

c. ~~Internal Control/Financial Management~~
i. ~~Written financial policies and procedures~~
ii. ~~Written accounting procedures~~
iii. ~~Proof of adequate financial accounting system~~
iv. ~~Reconciled bank statements for most recent calendar quarter~~
v. ~~Verification of accounting records for all income and expenses attributed to the County of Volusia for most recent calendar quarter invoices, receipts~~
vi. ~~Approved budget for each program funded by the Opioid Abatement Funding Program~~
vii. ~~Most recent audit or Board approved financial statement~~
viii. ~~Auditor's Management Letter, if applicable~~
ix. ~~Recipient's response to Management Letter for corrective action, if required~~
x. ~~Policy detailing who is authorized to sign checks~~
xi. ~~Policy or procedure defining who is authorized to purchase materials and services on behalf of the Recipient~~
xii. ~~Policy or procedure defining who is authorized to utilize credit/debit cards~~
xiii. ~~Policy or procedure for reimbursement of employee job related expenses (e.g. travel)~~
xiv. ~~Policy or procedure for management of petty cash funds.~~

d. ~~Staffing/Personnel~~
i. ~~Organizational chart identifying positions and lines of authority~~
ii. ~~Job descriptions which define the duties and qualifications for each approved position specific to the program funded by the Opioid Abatement Funding Program~~
iii. ~~Policy or procedure for written performance appraisal and pay increases~~
iv. ~~Availability of timesheets for employees for most recent calendar quarter~~
v. ~~Documentation of volunteer hours for most recent calendar quarter~~
vi. ~~Florida Department of Law Enforcement background screens on all employees working with children~~

e. ~~Program Requirements and checklist~~
i. ~~Copies of program and/or service records for most recent calendar quarter~~
ii. ~~Collection and reporting of program and/or service data as defined in Attachment 3~~
iii. ~~Proof of program success (positive outcome)~~

For governmental organizations:

a. Administrative
i. Commission roster with date of election and term
ii. Commission meeting schedule
iii. Commission meeting minutes for the last twelve months
iv. Copies of monitoring reports within the last 12 months from any other funding sources

b. Regulatory Compliance
i. Copy of Resolution approving acceptance of funds from Opioid Abatement Funding Program
ii. Federal Employer ID statement/letter
iii. Fire Inspection Certificates for all program sites (city or county fire departments only)
iv. Health Inspection certificates, if applicable

v. Proof of current general liability insurance or self insurance
vi. Proof of current workers' compensation insurance or self insurance
vii. Proof of current vehicle insurance or self insurance
viii. Proof of current volunteer insurance or self insurance

c. Internal Control/Financial Management
   i. Written financial policies and procedures
   ii. Written accounting procedures
   iii. Proof of adequate financial accounting system
   iv. Verification of accounting records for all income and expenses attributed to the County of Volusia for most recent calendar quarter invoices, receipts
   v. Approved budget for each program funded by the Opioid Abatement Funding Program
   vi. Most recent Commission approved budget
   vii. Auditor's Management Letter, if applicable
   viii. Agency's response to Management Letter for corrective action, if required

d. Staffing/Personnel
   i. Organizational chart identifying positions and lines of authority
   ii. Job descriptions which define the duties and qualifications for each approved position specific to the program funded by the Opioid Abatement Funding Program
   iii. Policy or procedure for written performance appraisal and pay increases
   iv. Availability of timesheets for employees for most recent calendar quarter
   v. Documentation of volunteer hours for most recent calendar quarter
   vi. Florida Department of Law Enforcement background screens on all employees working with children

e. Program Requirements and checklist
   i. Copies of program and/or service records for most recent calendar quarter
   ii. Collection and reporting of program and/or service data as defined in Attachment 3
   iii. Proof of program success (positive outcome)

IV. Fiscal Responsibility

RECIPIENT agrees to make the following available and open to inspection, review, and/or audit by the County at reasonable times and under reasonable conditions; and,

a. To maintain books, records and documents in accordance with general accepted accounting procedures and practices which accurately and appropriately reflect all expenditures of funds;
b. To maintain all financial records and supporting documentation;
c. To maintain and file with the County, in a timely manner, reports related to services provided under this Agreement; and
d. To submit quarterly reports 30 days following the end of the quarter.

V. Program/Financial Monitoring

RECIPIENT agrees to provide program and/or service and financial information in such format and at such times as may be prescribed by the County and cooperate with on-site financial and program monitoring with County staff. If applicable, such program, service, and financial information shall include expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by 42 U.S.C. s. 300x and 42 U.S.C. s. 300x-21. County staff will perform site visits and other on-site monitoring, via various methods, including, but not limited to, accessing sites, reviewing RECIPIENT's staff, fiscal, business, and client records and logs and the provision of related information. If the County conducts a monitoring visit of the RECIPIENT's site, the County should submit any concerns or issues arising from such visit to the RECIPIENT in writing no later than fifteen

(15) business days following such visit.

The RECIPIENT will have thirty (30) days upon RECIPIENT's receipt of notification of the County's concerns or issues to provide corrective action to open monitoring issues. If satisfactory resolution of monitoring issues is not provided within thirty (30) days, all payments from the County will be suspended. If satisfactory resolution of monitoring issues is not provided within sixty (60) days, the County shall recommend termination of this Agreement. The standard threshold of the County Purchasing Department with regard to termination of contracts will be observed.

VI. Confidential Information

RECIPIENT may not use or disclose any information including social security numbers, which specifically identifies a person receiving services under the Agreement for any purpose not in conformity with federal, state, or local law and related regulations, except on written consent of the client or his/her responsible parent or guardian where authorized by law. RECIPIENT shall maintain the confidentiality of any information in RECIPIENT's possession, which is deemed confidential or otherwise exempt pursuant to Florida's public records laws.

VII. Payment

All payments under this Agreement are subject to the availability of sufficient funding, and the County shall make quarterly payments to the Recipient, unless in the County's sole discretion, the County determines otherwise. All payments by the County shall be governed by the applicable provisions of Article VII of Chapter 218, Florida Statutes (*i.e.*, the Local Government Prompt Payment Act). Payment requests received that do not include all necessary or required information will be considered improper and will be rejected. The Recipient will be notified of any improper payment requests and the corrective action needed for resubmission. All payments and disbursements will also be subject to and/or contingent upon the following to be classified as a proper invoice:

a. Receipt by the County of the following items and information:
    i. Funding Request
    ii. Program Financial Report
    iii. Program or Service Information Report
    iv. Any supporting program and financial information, as requested.
b. The County in its sole discretion reserves the right to continue, suspend, or terminate payments; or withhold funding if services provided under this Agreement by the RECIPIENT or its subcontractors have been interrupted or discontinued.

QUARTERLY DISBURSEMENT AND REPORTING SCHEDULE

Service Month	Funding Request Due Date	Payment Amount	Program Financial Report Due Date	Program Data Report Due Date
Oct/Nov/Dec 2024	1/31/2025	$33,775.00	1/31/25	1/31/25
Jan/Feb/March 2025	4/30/2025	$33,775.00	4/30/25	4/30/25
April/May/June 2025	7/31/2025	$33,775.00	7/31/25	7/31/25
July/Aug/Sept 2025	10/31/2025	$33,775.00	10/31/25	10/31/25
.	Total Award	$135,100.00	.	.

VIII. Return of Funds

If RECIPIENT violates any terms of this Agreement; becomes insolvent; files a petition for bankruptcy (voluntarily or involuntarily); or is subjected to a criminal or civil investigation by a state or federal agency for including but not limited to fraud, theft, crimes of dishonesty, or moral turpitude:

a. RECIPIENT shall transfer to the County any grant funds on hand at the time of expiration or termination, any accounts receivable attributable to the use of the funds, and any funds that could be classified as grant proceeds.
b. The County, in its sole discretion, retains the right to withhold, terminate, suspend, or reduce any disbursements of grant funds on a temporary or permanent basis.

RECIPIENT shall return to the County any overpayment of unearned funds, or any other payment of funds disallowed by this Agreement that were disbursed or otherwise paid to the RECIPIENT by the County.

IX. Special Situations

RECIPIENT agrees to inform the County in writing within five (5) days of the RECIPIENT becoming aware of any circumstances or events that may reasonably be considered or believed to jeopardize RECIPIENT's capability to continue to meet its obligations under the terms of this Agreement. The County further reserves the right to terminate this Agreement or implement any lawful action that is in the best interest of the County when warranted by situations that suggest the occurrence of fraud, misfeasance, or malfeasance on the part of the RECIPIENT or any of its principals or employees, or any situation in which the ability of the RECIPIENT to continue to provide services pursuant to this Agreement is jeopardized or placed at risk.

X. Compliance Requirements

a. The RECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, directors, employees, or agents engaged in the awarding and administration of contracts using County and Opioid Abatement Funding Program grant funds.
b. Except for the use of funds to pay for salaries and other related administrative or personnel costs, the RECIPIENT certifies that no employee, agent, or officer of the RECIPIENT, who exercises decision-making responsibility and does not provide direct services to clients with respect to grant funds of the County and the activities related thereto, is allowed or otherwise permitted to obtain a financial interest in or benefit in the Program Description and Outcomes (hereinafter "Program") and activities referred to in Attachment 1, or have a financial interest in any contract, subcontract, or agreement regarding or concerning the Program or its activities or in the proceeds of the Program or its activities. Specifically:
    i. This requirement applies to any person or entity who is an employee, agent, consultant, officer, or elected or appointed official of the County, designated public agency, or RECIPIENT, and any such person's immediate family.
    ii. The requirement applies for such persons or entities during their tenure and for a period of one (1) year after leaving the RECIPIENT organization.
c. Indemnification. The RECIPIENT shall, at its own expense, hold harmless, defend, and indemnify the County, the funding agency providing the funding to the Program under this Agreement, and their officers, agents, and employees from and against any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities of any kind whatsoever that arise from the RECIPIENT's performance or non-performance of the terms of this Agreement.

d. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement may be deemed as a waiver of the immunity or limits of liability of the County beyond any statutory limited waiver of sovereign immunity or limits of liability (Section 768.28, Florida Statutes), 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, may not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement may inure to the benefit of any third party for the purpose of allowing any claim against the Purchaser, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

e. In no event may the County or the funding agency providing funding to the Program under this Agreement be liable to RECIPIENT for any incidental, indirect, special, punitive, or consequential damages, regardless of whether the County knew or should have known about the possibility of such damages arising under any provision of this Agreement.

f. RECIPIENT shall, at its own expense, defend, indemnify, and hold County and the funding agent for the Program and their agents, officials, including elected officials and employees of County, harmless from and against all liabilities, claims, demands, actions, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) which may arise under any cause of actual or claim whatsoever in contract or tort (including personal injury/death, fraud, and damage to tangible property) to the extent caused by the acts or omissions of the RECIPIENT.

g. RECIPIENT shall further indemnify, defend, and hold the County and the funding agent for the Program harmless from any and all claims and actions from RECIPIENT's subcontracts for services and work provided by subcontractors for RECIPIENT under this Agreement.

h. This Agreement is governed by the laws of the State of Florida, without regards to any conflicts of laws, provisions, and the Code of Ordinances of the County of Volusia, Florida.

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

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT 386-736-5955, communityassistance@volusia.org, by mail, Community Assistance Division, Attn: Public Records Custodian, 110 W. Rich Ave., DeLand, FL 32720.

By entering into this Agreement, Recipient acknowledges and agrees that any records maintained, generated, received, kept in connection with, or that are related to the performance of services provided pursuant to this Agreement 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 Recipient entering into a contract with the County is required to:

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

ii. 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.

iii. 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 Agreement term and following completion or termination of the Agreement if the Recipient does not transfer the records to the County.

iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in the possession of the Recipient or keep and maintain public records required by the County to perform the service. If the Recipient transfers all public records to the County upon completion of the Contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient 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.

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

Recipient acknowledges that any failure to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Recipient 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. Recipient shall indemnify, defend, and hold the County harmless from and against any and all claims, damages awards, and causes of action arising from the Recipient's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Recipient'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 attorneys' fees and costs arising therefrom. Recipient authorizes County to seek declaratory, injunctive, or other appropriate relief against Recipient from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

j. Recipient shall not unlawfully discriminate against any person in Recipient's operations and activities or use or expenditure of the funds or any portion of the funds provided by the County pursuant to this Agreement. RECIPIENT agrees that 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, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In determining whether any computer, online, or internet-based services provided by RECIPIENT are ADA compliant, such services will be deemed compliant if they comply with either (1) applicable requirements promulgated and adopted by the U.S. Department of Justice or other appropriate federal agency, or, if there are no applicable federal requirements, (2) at least Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. In performing under the Agreement, Recipient agrees that it shall not discriminate against any member of the public, employee or applicant for employment for work under the Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation , or disability and shall 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.

k. RECIPIENT acknowledges the County's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law), RECIPIENT acknowledges that the County is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. RECIPIENT agrees to comply with these laws and any other laws related to complying with the Sunshine Law and to assist County in complying with the same as it relates to all aspects of this Agreement.

l. RECIPIENT 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 RECIPIENT that are directly related to this Agreement. RECIPIENT shall keep all such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. RECIPIENT 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 Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. 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 must be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to RECIPIENT's records, RECIPIENT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of their federal or state law shall be violated by RECIPIENT. 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.

m. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this Agreement must be in writing, in English, and will be deemed to have been duly given: (i) five (5) days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices must be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section

County of Volusia:	with copies of legal notices to:
County of Volusia **Attention: Brad Burbaugh** **Community Services Director** **Address: 123 W. Indiana Ave.** **DeLand, Florida 32720** **Phone: 386-943-7029** **Fax: 386-740-5101**	**County of Volusia** **Attention: County Attorney** **Address: 123 W. Indiana Ave.** **Room 301** **DeLand, FL 32720** **Phone: 386-736-5950** **Fax: 386-736-5990**
In the case of RECIPIENT:	**with a copy of legal notices to:**
Agency: City of New Smyrna Beach **Attention: Kevin Cowper, City Manager** **Address: 210 Sams Avenue** **New Smyrna Beach, FL 32168** **Phone: 386-410-2611** **E-mail: kcowper@cityofnsb.org**	**Agency: City of New Smyrna Beach** **Attention: Kevin Cowper, City Manager** **Address: 210 Sams Avenue** **New Smyrna Beach, FL 32168** **Phone: 386-410-2611** **E-mail: kcowper@cityofnsb.org**

n. Each party shall act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this Agreement.

o. By entering into this Agreement, RECIPIENT and County hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

p. If any provision of this Agreement is for any reason determined by a court, tribunal, or administrative body of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, any remaining provisions are deemed to be severable and will continue to be in full effect and enforceable to the extent feasible, unless County or RECIPIENT elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this Agreement, 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.

q. This Agreement may not be assigned, transferred, or encumbered by RECIPIENT unless authorized by the County in writing as a modification to this Agreement.

r. This Agreement and the attached exhibits and amendments thereto constitute the full and complete understanding between the parties as to the nature and terms of this Agreement, and no oral representations outside of this Agreement or any duly executed amendment, addendum, or exhibit hereto will have any binding effect whatsoever.

XI. Reporting and Record Requirements

a. RECIPIENT shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or County, any RECIPIENT will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or County. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or County.

b. RECIPIENT shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period

of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State or County, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

c. At all reasonable times for as long as records are maintained, persons duly authorized by the State or County auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.
d. A financial and compliance audit shall be performed annually by the County and be provided to the State.
e. RECIPIENT shall comply and cooperate immediately with any inspections, reviews, investigations or audits deemed necessary by The Office of the Inspector General (Section 20.055 Florida Statute) or the State.
f. No record may be withheld, nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.
g. If applicable, RECIPIENT shall enroll in the State of Florida Opioid Data Management System (ODMS), FTP ShareFile server, complete prescribed training and submit Electronic Data Interchange (EDI) 837 Files to the State.

XII. Subcontractors

The RECIPIENT, or its representatives shall not subcontract, assign, or transfer any work under this Contract without the written approval of the County. This Agreement may not be changed or modified except by written instrument signed by all Parties. The RECIPIENT shall remain liable for the proper performance and completion of all work and other services required hereby, including supervision and administration of all collaborating personnel, firms and companies, and including any errors and omissions

XIII. Termination

This Agreement may be terminated by either party, with or without cause, before County funds are obligated, upon no less than thirty (30) days written notice delivered to the other party, or at the option of the County immediately, in the event that the RECIPIENT through its course of conduct fails to fulfill or repudiates any of the terms, understandings, or covenants of this Agreement.

SIGNATURE

IN WITNESS WHEREOF, the COUNTY and the RECIPIENT have executed this Agreement.

City Manager	**Date** 12/13/2024
Brad Burbaugh, Community Services Director **County of Volusia**	**Date** 12.19.24

ATTACHMENT 1
SCOPE OF SERVICE

Agency Name: New Smyrna Beach Police and Fire Departments

Proposed Program Purpose:

1) The Community Outreach Unit targets individuals who struggle with, including but not limited to, substance use, mental health disorders, the unhoused and those in need of financial assistance.
2) The team partners with non-profit organizations, hospitals, government entities and community organizations, to provide treatment and care options.
3) The COU will assist the citizens of New Smyrna Beach in unique ways.
4) Provide advanced care to patients suffering from respiratory apnea and cardiac arrest, which is the primary cause of death during an opioid overdose.

Goals and objectives:

1) To reduce calls for service involving mental health, substance, and homeless issues.
2) To reduce Baker Acts and Marchman Acts.
3) To assist subjects involved with law enforcement in accessing and utilizing substance and mental health services, identifying and filling gaps in services.
4) The application of hands-free CPR devices should allow for more successful resuscitation of individuals in cardiac arrest.

Services to be provided:

1) Assessment of needs for mental health and substance intervention to facilitate MAT program.
2) Crisis de-escalation
3) The COU will link individuals in need of mental health and substance treatment with appropriate resources and referrals.
4) The two devices will be assigned to our two EMS transport units and will be utilized on instances where a patient requires chest compressions and/or CPR.

Strategies:

1) Attain a software data management system, to track the efficacy of programming.
2) Attain a COU vehicle to facilitate transportation of subjects involved in mental health and substance issues, to Stuart Marchman, shelter services and to appropriate resources.
3) Collaborate with community partners to identify and fill gaps in current services.
4) Any utilization of the devices will be tracked, including successful resuscitation efforts, and reported quarterly.

ATTACHMENT 2
PROGRAM LOGIC MODEL

Agency Name: New Smyrna Beach Police and Fire Departments

Inputs (Resources)	Activities	Outputs (Units of Service, Number to be served)	Short-Term Outcomes	Intermediate Outcomes	Long-Term Outcomes
Vehicle	Transporting clients, transportation to meetings, responding to calls for service. Ability to clean homeless camps.	1000	Transportation for clients to the homeless shelter, community resources and to access to opioid treatment. Ability to respond to more calls for service.	Transportation for clients to the homeless shelter, community resources and to access to opioid treatment. Ability to respond to more calls for service.	Transportation for clients to the homeless shelter, community resources and to access to opioid treatment. Ability to respond to more calls for service.
Computer data management software	Compile data and statistics to track efficacy of programming.	1000	The ability to begin tracking and compiling statistical data and compile demographic information.	To provide case management to clients based on the analyzation of data.	To determine, based on statistical data, effective strategies for achieving positive outcomes for clients.
Training	Attend trainings to learn strategies from similar co-responder model programs.	1000	The ability to attend training courses and meetings requiring registration fees and travel expenses.	To lower recidivism rates of emergency room visits and calls involving law enforcement.	Reduction in overdose deaths, reduction in chronic health conditions and reduction in repeat emergency room visits. To lower recidivism rates of repeat clients due to increased knowledge of strategies for intervention.
2 CPR devices	Using CPR devi es on all incidences of cardiac arrest	91	Monitor resuscitations to observe an increase in survival rates.		Reduce the number of fatal overdoses in New Smyrna Beach

ATTACHMENT 3
DATA COLLECTION AND REPORTING

Agency Name: New Smyrna Beach Police and Fire Departments

Client Information	Location	Activities	Outcomes
Demographics: Age, Race, Ethnicity, Gender, Address/City/State of Residence	Address of emergency	CPR Device usage, duration	Patient outcome
Suspected overdose		Naloxone administration, route and dosage	
		Use of COU vehicle, calls, reason for call	

County of Volusia
Housing and Grants Administration
First Amended Opioid Abatement Funding Program Agreement

This Agreement is made and entered into between the COUNTY OF VOLUSIA, a political subdivision of the STATE OF FLORIDA, with its administrative offices located at 123 West Indiana Avenue, DeLand, Florida, hereinafter referred to as "COUNTY", and NEW SMYRNA BEACH POLICE DEPARTMENT AND NEW SMYRNA BEACH FIRE DEPARTMENT, a local government in Volusia County with its principal offices located at at 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168 hereinafter referred to as the "RECIPIENT".

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the County and Recipient agree and stipulate as follows:

I. Term

The term of this Agreement shall be for the period of one (1) year commencing October 1, 2024 and extending through September 30, 2026.

II. Grant Funding

Funds must be used for the Program Purpose set forth in Attachment 1, and to achieve the outcomes as defined in the Program Logic Model set forth in Attachment 2 of this Agreement.

III. Recipient Information

The Recipient must provide availability of the following items for review by the Opioid Program Administrator for the County:

~~For not-for-profit corporations and non-governmental organizations:~~

~~a. Administrative~~
- ~~i. Articles of Incorporation~~
- ~~ii. By-Laws~~
- ~~iii. Board roster with date of appointment to Board and term~~
- ~~iv. Board meeting schedule~~
- ~~v. Board meeting minutes for the last twelve months~~
- ~~vi. Copies of monitoring reports within the last 12 months from any other funding sources~~

~~b. Regulatory Compliance~~
- ~~i. Copy of Florida Corporate Registration / Certificate of Good Standing from the Division of Corporations~~
- ~~ii. Proof of registration with Florida Department of Agriculture and Consumer Affairs for Solicitation of Contributions~~
- ~~iii. IRS Form 941 with proof of payment of withholding taxes for most recent calendar quarter~~
- ~~iv. Most recent IRS Form 990~~
- ~~v. All legally required licenses related to use of any funding~~

vi. IRS Determination letter identifying classification
vii. Federal Employer ID statement/letter
viii. Fire Inspection Certificates for all program sites (city or county fire departments only)
ix. Health Inspection certificates, if applicable
x. Proof of current general liability insurance
xi. Proof of current workers' compensation insurance
xii. Proof of current vehicle insurance, if applicable
xiii. Proof of current volunteer insurance, if applicable

c. Internal Control/Financial Management
   i. Written financial policies and procedures
   ii. Written accounting procedures
   iii. Proof of adequate financial accounting system
   iv. Reconciled bank statements for most recent calendar quarter
   v. Verification of accounting records for all income and expenses attributed to the County of Volusia for most recent calendar quarter invoices, receipts
   vi. Approved budget for each program funded by the Opioid Abatement Funding Program
   vii. Most recent audit or Board approved financial statement
   viii. Auditor's Management Letter, if applicable
   ix. Recipient's response to Management Letter for corrective action, if required
   x. Policy detailing who is authorized to sign checks
   xi. Policy or procedure defining who is authorized to purchase materials and services on behalf of the Recipient
   xii. Policy or procedure defining who is authorized to utilize credit/debit cards
   xiii. Policy or procedure for reimbursement of employee job-related expenses (e.g. travel)
   xiv. Policy or procedure for management of petty cash funds.

d. Staffing/Personnel
   i. Organizational chart identifying positions and lines of authority
   ii. Job descriptions which define the duties and qualifications for each approved position specific to the program funded by the Opioid Abatement Funding Program
   iii. Policy or procedure for written performance appraisal and pay increases
   iv. Availability of timesheets for employees for most recent calendar quarter
   v. Documentation of volunteer hours for most recent calendar quarter
   vi. Florida Department of Law Enforcement background screens on all employees working with children

e. Program Requirements and checklist
   i. Copies of program and/or service records for most recent calendar quarter
   ii. Collection and reporting of program and/or service data as defined in Attachment 3
   iii. Proof of program success (positive outcome)

For governmental organizations:

a. Administrative
   i. Commission roster with date of election and term
   ii. Commission meeting schedule
   iii. Commission meeting minutes for the last twelve months
   iv. Copies of monitoring reports within the last 12 months from any other funding sources

b. Regulatory Compliance
   i. Copy of Resolution approving acceptance of funds from Opioid Abatement Funding Program
   ii. Federal Employer ID statement/letter

iii. Fire Inspection Certificates for all program sites (city or county fire departments only)
iv. Health Inspection certificates, if applicable
v. Proof of current general liability insurance or self insurance
vi. Proof of current workers' compensation insurance or self insurance
vii. Proof of current vehicle insurance or self insurance
viii. Proof of current volunteer insurance or self insurance

c. Internal Control/Financial Management
   i. Written financial policies and procedures
   ii. Written accounting procedures
   iii. Proof of adequate financial accounting system
   iv. Verification of accounting records for all income and expenses attributed to the County of Volusia for most recent calendar quarter invoices, receipts
   v. Approved budget for each program funded by the Opioid Abatement Funding Program
   vi. Most recent Commission approved budget
   vii. Auditor's Management Letter, if applicable
   viii. Agency's response to Management Letter for corrective action, if required

d. Staffing/Personnel
   i. Organizational chart identifying positions and lines of authority
   ii. Job descriptions which define the duties and qualifications for each approved position specific to the program funded by the Opioid Abatement Funding Program
   iii. Policy or procedure for written performance appraisal and pay increases
   iv. Availability of timesheets for employees for most recent calendar quarter
   v. Documentation of volunteer hours for most recent calendar quarter
   vi. Florida Department of Law Enforcement background screens on all employees working with children

e. Program Requirements and checklist
   i. Copies of program and/or service records for most recent calendar quarter
   ii. Collection and reporting of program and/or service data as defined in Attachment 3
   iii. Proof of program success (positive outcome)

IV. Fiscal Responsibility

RECIPIENT agrees to make the following available and open to inspection, review, and/or audit by the County at reasonable times and under reasonable conditions; and,

a. To maintain books, records and documents in accordance with general accepted accounting procedures and practices which accurately and appropriately reflect all expenditures of funds;
b. To maintain all financial records and supporting documentation;
c. To maintain and file with the County, in a timely manner, reports related to services provided under this Agreement; and
d. To submit quarterly reports 30 days following the end of the quarter.

V. Program/Financial Monitoring

RECIPIENT agrees to provide program and/or service and financial information in such format and at such times as may be prescribed by the County and cooperate with on-site financial and program monitoring with County staff. If applicable, such program, service, and financial information shall include expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by 42 U.S.C. s. 300x and 42 U.S.C. s. 300x-21. County staff will perform site visits and other on-site monitoring, via various methods, including, but not limited to, accessing sites, reviewing RECIPIENT's staff, fiscal, business, and client records and logs and the provision of related

information. If the County conducts a monitoring visit of the RECIPIENT's site, the County should submit any concerns or issues arising from such visit to the RECIPIENT in writing no later than fifteen (15) business days following such visit.

The RECIPIENT will have thirty (30) days upon RECIPIENT's receipt of notification of the County's concerns or issues to provide corrective action to open monitoring issues. If satisfactory resolution of monitoring issues is not provided within thirty (30) days, all payments from the County will be suspended. If satisfactory resolution of monitoring issues is not provided within sixty (60) days, the County shall recommend termination of this Agreement. The standard threshold of the County Purchasing Department with regard to termination of contracts will be observed.

VI. Confidential Information

RECIPIENT may not use or disclose any information including social security numbers, which specifically identifies a person receiving services under the Agreement for any purpose not in conformity with federal, state, or local law and related regulations, except on written consent of the client or his/her responsible parent or guardian where authorized by law. RECIPIENT shall maintain the confidentiality of any information in RECIPIENT's possession, which is deemed confidential or otherwise exempt pursuant to Florida's public records laws.

VII. Payment

All payments under this Agreement are subject to the availability of sufficient funding, and the County shall make quarterly payments to the Recipient, unless in the County's sole discretion, the County determines otherwise. All payments by the County shall be governed by the applicable provisions of Article VII of Chapter 218, Florida Statutes (*i.e.*, the Local Government Prompt Payment Act). Payment requests received that do not include all necessary or required information will be considered improper and will be rejected. The Recipient will be notified of any improper payment requests and the corrective action needed for resubmission. All payments and disbursements will also be subject to and/or contingent upon the following to be classified as a proper invoice:

a. Receipt by the County of the following items and information:
    i. Funding Request
    ii. Program Financial Report
    iii. Program or Service Information Report
    iv. Any supporting program and financial information, as requested.
b. The County in its sole discretion reserves the right to continue, suspend, or terminate payments; or withhold funding if services provided under this Agreement by the RECIPIENT or its subcontractors have been interrupted or discontinued.

QUARTERLY DISBURSEMENT AND REPORTING SCHEDULE

Service Month	Funding Request Due Date	Payment Amount	Program Financial Report Due Date	Program Data Report Due Date
Oct/Nov/Dec 2024	**1/31/2025**	**$33,775.00**	**1/31/25**	**1/31/25**
Jan/Feb/March 2025	**4/30/2025**	**$33,775.00**	**4/30/25**	**4/30/25**
April/May/June 2025	**7/31/2025**	**$33,775.00**	**7/31/25**	**7/31/25**
July/Aug/Sept 2025	**10/31/2025**	**$33,775.00**	**10/31/25**	**10/31/25**
.	**Total Award**	**$135,100.00**	**.**	**.**

VIII. Return of Funds

If RECIPIENT violates any terms of this Agreement; becomes insolvent; files a petition for bankruptcy (voluntarily or involuntarily); or is subjected to a criminal or civil investigation by a state or federal agency for including but not limited to fraud, theft, crimes of dishonesty, or moral turpitude:

a. RECIPIENT shall transfer to the County any grant funds on hand at the time of expiration or termination, any accounts receivable attributable to the use of the funds, and any funds that could be classified as grant proceeds.
b. The County, in its sole discretion, retains the right to withhold, terminate, suspend, or reduce any disbursements of grant funds on a temporary or permanent basis.

RECIPIENT shall return to the County any overpayment of unearned funds, or any other payment of funds disallowed by this Agreement that were disbursed or otherwise paid to the RECIPIENT by the County.

IX. Special Situations

RECIPIENT agrees to inform the County in writing within five (5) days of the RECIPIENT becoming aware of any circumstances or events that may reasonably be considered or believed to jeopardize RECIPIENT's capability to continue to meet its obligations under the terms of this Agreement. The County further reserves the right to terminate this Agreement or implement any lawful action that is in the best interest of the County when warranted by situations that suggest the occurrence of fraud, misfeasance, or malfeasance on the part of the RECIPIENT or any of its principals or employees, or any situation in which the ability of the RECIPIENT to continue to provide services pursuant to this Agreement is jeopardized or placed at risk.

X. Compliance Requirements

a. The RECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, directors, employees, or agents engaged in the awarding and administration of contracts using County and Opioid Abatement Funding Program grant funds.
b. Except for the use of funds to pay for salaries and other related administrative or personnel costs, the RECIPIENT certifies that no employee, agent, or officer of the RECIPIENT, who exercises decision-making responsibility and does not provide direct services to clients with respect to grant funds of the County and the activities related thereto, is allowed or otherwise permitted to obtain a financial interest in or benefit in the Program Description and Outcomes (hereinafter "Program") and activities referred to in Attachment 1, or have a financial interest in any contract, subcontract, or agreement regarding or concerning the Program or its activities or in the proceeds of the Program or its activities. Specifically:
    i. This requirement applies to any person or entity who is an employee, agent, consultant, officer, or elected or appointed official of the County, designated public agency, or RECIPIENT, and any such person's immediate family.
    ii. The requirement applies for such persons or entities during their tenure and for a period of one (1) year after leaving the RECIPIENT organization.
c. Indemnification. The RECIPIENT shall, at its own expense, hold harmless, defend, and indemnify the County, the funding agency providing the funding to the Program under this Agreement, and their officers, agents, and employees from and against any and all claims, actions, lawsuits, losses,

expenses, injuries, damages, judgments, or liabilities of any kind whatsoever that arise from the RECIPIENT's performance or non-performance of the terms of this Agreement.

d. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement may be deemed as a waiver of the immunity or limits of liability of the County beyond any statutory limited waiver of sovereign immunity or limits of liability (Section 768.28, Florida Statutes), 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, may not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement may inure to the benefit of any third party for the purpose of allowing any claim against the Purchaser, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
e. In no event may the County or the funding agency providing funding to the Program under this Agreement be liable to RECIPIENT for any incidental, indirect, special, punitive, or consequential damages, regardless of whether the County knew or should have known about the possibility of such damages arising under any provision of this Agreement.
f. RECIPIENT shall, at its own expense, defend, indemnify, and hold County and the funding agent for the Program and their agents, officials, including elected officials and employees of County, harmless from and against all liabilities, claims, demands, actions, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) which may arise under any cause of actual or claim whatsoever in contract or tort (including personal injury/death, fraud, and damage to tangible property) to the extent caused by the acts or omissions of the RECIPIENT.
g. RECIPIENT shall further indemnify, defend, and hold the County and the funding agent for the Program harmless from any and all claims and actions from RECIPIENT's subcontracts for services and work provided by subcontractors for RECIPIENT under this Agreement.
h. This Agreement is governed by the laws of the State of Florida, without regards to any conflicts of laws, provisions, and the Code of Ordinances of the County of Volusia, Florida.
i. Public Records Law. Pursuant to Section 119.0701(2)(a), Florida Statutes, the County is required to provide Recipient with this statement and establish the following requirements as contractual obligations pursuant to this Agreement:

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT 386-736-5955, communityassistance@volusia.org, by mail, Community Assistance Division, Attn: Public Records Custodian, 110 W. Rich Ave., DeLand, FL 32720.

By entering into this Agreement, Recipient acknowledges and agrees that any records maintained, generated, received, kept in connection with, or that are related to the performance of services provided pursuant to this Agreement 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 Recipient entering into a contract with the County is required to:

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

ii. 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.

iii. 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 Agreement term and following completion or termination of the Agreement if the Recipient does not transfer the records to the County.

iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in the possession of the Recipient or keep and maintain public records required by the County to perform the service. If the Recipient transfers all public records to the County upon completion of the Contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient 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.

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

Recipient acknowledges that any failure to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Recipient 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. Recipient shall indemnify, defend, and hold the County harmless from and against any and all claims, damages awards, and causes of action arising from the Recipient's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Recipient'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 attorneys' fees and costs arising therefrom. Recipient authorizes County to seek declaratory, injunctive, or other appropriate relief against Recipient from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

j. Recipient shall not unlawfully discriminate against any person in Recipient's operations and activities or use or expenditure of the funds or any portion of the funds provided by the County pursuant to this Agreement. RECIPIENT agrees that 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, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In determining whether any computer, online, or internet-based services provided by RECIPIENT are ADA compliant, such services will be deemed compliant if they comply with either (1) applicable requirements promulgated and adopted by the U.S. Department of Justice or other appropriate federal agency, or, if there are no applicable federal requirements, (2) at least Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. In performing under the Agreement, Recipient agrees that it shall not discriminate against any member of the public, employee or applicant for employment for work under the Agreement because of race, color, religion, gender, sexual

orientation, age, national origin, political affiliation , or disability and shall 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.

k. RECIPIENT acknowledges the County's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law), RECIPIENT acknowledges that the County is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. RECIPIENT agrees to comply with these laws and any other laws related to complying with the Sunshine Law and to assist County in complying with the same as it relates to all aspects of this Agreement.

l. RECIPIENT 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 RECIPIENT that are directly related to this Agreement. RECIPIENT shall keep all such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. RECIPIENT 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 Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. 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 must be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to RECIPIENT's records, RECIPIENT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of their federal or state law shall be violated by RECIPIENT. 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.

m. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this Agreement must be in writing, in English, and will be deemed to have been duly given: (i) five (5) days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices must be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section

County of Volusia:	**with copies of legal notices to:**
County of Volusia **Attention: Brad Burbaugh** **Community Services Director** **Address: 123 W. Indiana Ave.** **DeLand, Florida 32720** **Phone: 386-943-7029** **Fax: 386-740-5101**	**County of Volusia** **Attention: County Attorney** **Address: 123 W. Indiana Ave.** **Room 301** **DeLand, FL 32720** **Phone: 386-736-5950** **Fax: 386-736-5990**
In the case of RECIPIENT:	**with a copy of legal notices to:**
Agency: City of New Smyrna Beach **Attention: Kevin Cowper, City Manager** **Address: 210 Sams Avenue** **New Smyrna Beach, FL 32168** **Phone: 386-410-2611** **E-mail: kcowper@cityofnsb.org**	**Agency: City of New Smyrna Beach** **Attention: Kevin Cowper, City Manager** **Address: 210 Sams Avenue** **New Smyrna Beach, FL 32168** **Phone: 386-410-2611** **E-mail: kcowper@cityofnsb.org**

n. Each party shall act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this Agreement.

o. By entering into this Agreement, RECIPIENT and County hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

p. If any provision of this Agreement is for any reason determined by a court, tribunal, or administrative body of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, any remaining provisions are deemed to be severable and will continue to be in full effect and enforceable to the extent feasible, unless County or RECIPIENT elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this Agreement, 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.

q. This Agreement may not be assigned, transferred, or encumbered by RECIPIENT unless authorized by the County in writing as a modification to this Agreement.

r. This Agreement and the attached exhibits and amendments thereto constitute the full and complete understanding between the parties as to the nature and terms of this Agreement, and no oral representations outside of this Agreement or any duly executed amendment, addendum, or exhibit hereto will have any binding effect whatsoever.

XI. Reporting and Record Requirements

a. RECIPIENT shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or County, any RECIPIENT will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or County. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or County.

b. RECIPIENT shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the

use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State or County, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

c. At all reasonable times for as long as records are maintained, persons duly authorized by the State or County auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.
d. A financial and compliance audit shall be performed annually by the County and be provided to the State.
e. RECIPIENT shall comply and cooperate immediately with any inspections, reviews, investigations or audits deemed necessary by The Office of the Inspector General (Section 20.055 Florida Statute) or the State.
f. No record may be withheld, nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.
g. If applicable, RECIPIENT shall enroll in the State of Florida Opioid Data Management System (ODMS), FTP ShareFile server, complete prescribed training and submit Electronic Data Interchange (EDI) 837 Files to the State.

XII. Subcontractors

The RECIPIENT, or its representatives shall not subcontract, assign, or transfer any work under this Contract without the written approval of the County. This Agreement may not be changed or modified except by written instrument signed by all Parties. The RECIPIENT shall remain liable for the proper performance and completion of all work and other services required hereby, including supervision and administration of all collaborating personnel, firms and companies, and including any errors and omissions

XIII. Termination

This Agreement may be terminated by either party, with or without cause, before County funds are obligated, upon no less than thirty (30) days written notice delivered to the other party, or at the option of the County immediately, in the event that the RECIPIENT through its course of conduct fails to fulfill or repudiates any of the terms, understandings, or covenants of this Agreement.

SIGNATURE

IN WITNESS WHEREOF, the COUNTY and the RECIPIENT have executed this Agreement.

City Manager	**Date**
Brad Burbaugh, Community Services Director **County of Volusia**	**Date**

ATTACHMENT 1
SCOPE OF SERVICE

Agency Name: New Smyrna Beach Police and Fire Departments

Proposed Program Purpose:

1)	The Community Outreach Unit targets individuals who struggle with, including but not limited to, substance use, mental health disorders, the unhoused and those in need of financial assistance.
2)	The team partners with non-profit organizations, hospitals, government entities and community organizations, to provide treatment and care options.
3)	The COU will assist the citizens of New Smyrna Beach in unique ways.
4)	Provide advanced care to patients suffering from respiratory apnea and cardiac arrest, which is the primary cause of death during an opioid overdose.
5)	Enhance **marine safety and crisis response** in coastal/waterway communities.
6)	Combine mental health expertise with maritime enforcement to respond to behavioral health crises and outreach services at docks, marinas, beaches, and waterways.
7)	Provide outreach assistance and connection to community resources to individuals experiencing mental health, substance, and homeless related issues.
8)	Enhance **marine safety and crisis response** in coastal/waterway communities.

Goals and objectives:

1)	To reduce calls for service involving mental health, substance, and homeless issues.
2)	To reduce Baker Acts and Marchman Acts.
3)	To assist subjects involved with law enforcement in accessing and utilizing substance and mental health services, identifying and filling gaps in services.
4)	The application of hands-free CPR devices should allow for more successful resuscitation of individuals in cardiac arrest.
5)	Crisis Diversion & De-escalation: Reduce arrests and use-of-force in incidents near or on water by offering immediate mental health intervention.
6)	Enhanced Access to Crisis Services Provide onsite screening, referrals, follow-ups at marinas, pier communities, boat launches, like land-based intervention and case management.
7)	Data-driven Evaluation & Continuity Track demographic of contacts, interventions, referrals, outcomes
8)	Crisis Diversion & De-escalation: Reduce arrests and use-of-force in incidents near or on water by offering immediate mental health intervention.

Services to be provided:

1)	Assessment of needs for mental health and substance intervention to facilitate MAT program.
2)	Crisis de-escalation
3)	The COU will link individuals in need of mental health and substance treatment with appropriate resources and referrals.
4)	The two devices will be assigned to our two EMS transport units and will be utilized on instances where a patient requires chest compressions and/or CPR.
5)	Joint patrols**:** officer + mental health clinician respond to water-related crisis calls.
6)	Marine-focused behavioral health screening: onboard assessment, referrals, follow-up visits.
7)	Public outreach events: water safety day camps, workshops, community boating fairs.
8)	Environmental protection messaging: shore clean-ups, debris monitoring, reporting hazards

Strategies:

1) Attain a software data management system, to track the efficacy of programming.
2) Attain a COU vehicle to facilitate transportation of subjects involved in mental health and substance issues, to Stuart Marchman, shelter services and to appropriate resources.
3) Collaborate with community partners to identify and fill gaps in current services.
4) Any utilization of the devices will be tracked, including successful resuscitation efforts, and reported quarterly.
5) Dedicated marine co-responding teams: pair clinician + trained officer on vessels or marine-capable vehicle.
6) Scheduled marine outreach deployments at high-traffic aquatic hotspots, islands, and areas not accessible to large marine vessels.
7) Collaborate with County and Coast Guard Operations to provide water-related crisis intervention and assistance.
8) Training & cross-discipline exercises: CIT training for officers plus orientation for clinicians on maritime operations

ATTACHMENT 2
PROGRAM LOGIC MODEL

Agency Name: New Smyrna Beach Police and Fire Departments

Inputs (Resources)	Activities	Outputs (Units of Service, Number to be served)	Short-Term Outcomes	Intermediate Outcomes	Long-Term Outcomes
Vehicle	Transporting clients, transportation to meetings, responding to calls for service. Ability to clean homeless camps.	1000	Transportation for clients to the homeless shelter, community resources and to access to opioid treatment. Ability to respond to more calls for service.	Transportation for clients to the homeless shelter, community resources and to access to opioid treatment. Ability to respond to more calls for service.	Transportation for clients to the homeless shelter, community resources and to access to opioid treatment. Ability to respond to more calls for service.
Computer data management software	Compile data and statistics to track efficacy of programming.	1000	The ability to begin tracking and compiling statistical data and compile demographic information.	To provide case management to clients based on the analyzation of data.	To determine, based on statistical data, effective strategies for achieving positive outcomes for clients.
Training	Attend training to learn strategies from similar co-responder model programs and learn techniques to assist individuals experiencing mental health, substance and homelessness issues.	1000	The ability to attend training courses and meetings requiring registration fees and travel expenses.	To lower recidivism rates of emergency room visits and calls involving law enforcement.	Reduction in overdose deaths, reduction in chronic health conditions and reduction in repeat emergency room visits. To lower recidivism rates of repeat clients due to increased knowledge of strategies for intervention.
2 CPR devices	Using CPR devi es on all incidences of cardiac arrest	91	Monitor resuscitations to observe an increase in survival rates.		Reduce the number of fatal overdoses in New Smyrna Beach

Inputs (Resources)	Activities	Outputs (Units of Service, Number to be served)	Short-Term Outcomes	Intermediate Outcomes	Long-Term Outcomes
Personnel	Marine-certified police officers with CIT training. Licensed mental health clinicians/case manager/outreach liaison onboard boats or landing craft.	1000	Follow-up contacts performed,	Referrals made to treatment or services Count of arrests versus referrals or diversions	Reduction in marine-related arrests or hospital transport, incidence of calls for service for disturbances in marine-areas
Equipment	Boat Patrol Safety outreach supplies (life jackets, pamphlets, first aid kits	1000	Environmental impacts recorded (e.g., debris collected, safety signage distributed).	Greater public awareness of water safety, leading to fewer accidents.	Increased connection to mental health and substance-use services via marine routes.
Partnerships	Run community events like water-safety day camps, marine clean-ups, school visits. Perform follow-up check-ins with individuals encountered on water-related calls. Collect feedback through surveys or stakeholder meetings to refine outreach.	1000	Number of marine crisis responses, onboard interventions Number of educational events, participants reached	Improved perception of police among marine-using communities; increased trust.	Enhanced community stewardship of waterways and marine environment.

ATTACHMENT 3
DATA COLLECTION AND REPORTING

Agency Name: New Smyrna Beach Police and Fire Departments

Client Information	Location	Activities	Outcomes
Demographics: Age, Race, Ethnicity, Gender, Address/ City/State of Residence	Address of emergency	CPR Device usage, duration	Patient outcome
Suspected overdose		Naloxone administration, route and dosage	
		Use of COU vehicle, calls, reason for call	
Demographics: Age, Race, Ethnicity, Gender, Address/ City/State of Residence		Track every contact via a database: location, nature of call, clinician involvement, de-escalation, referral outcome.	Monitor trends in marine-related calls, arrests, rescues, hospital transport. Track every contact via a database: location, nature of call, clinician involvement, de-escalation, referral outcome.

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

CONSIDER THE APPROVAL OF A CHANGE ORDER TO AN EXISTING PURCHASE ORDER FOR DITCH CLEANING AND DREDGING OF PINE SHORES AND AQUA COURT.

August 26, 2025

Background:

The city applied for a grant thru FDEM for several ditch/canal cleaning projects as part of the $350 million Legislative Appropriations Program. On January 9, 2024, city commission approved FDEM's agreement awarding the city $3.5 million which includes the following projects:

- Agua Court and Pine Island Canal - $1,851,660
- Gabordy Canal - $417,000
- Old Minorcan Pond Improvements - $188,006.90
- Cemetery Canal Improvements - $1,410,200

Staff advertised RFP 17-24-CIP on March 22, 2024. On June 25, 2024, Bayside Dredging was awarded the contract.

As part of the grant we had to secure permits from FDEP, Army Corps, Historical (as needed), and potentially FWC. With the permit process, the city received the permit from the Army Corps on July 29, 2025 and the scope of work increased to the Pine Island/Aqua Ct canal. Increasing the overall cost for the project as required thru the Army Corp permit.

The approval of this change order would allow the Public Works Department to keep the project moving forward and add additional funds to the existing PO.

Fiscal Analysis:

The City has received the full $3.5 million grant from the Florida Division of Emergency Management (FDEM) for the four projects listed above. This is a non-matching grant, meaning no local contribution is required. In accordance with the grant agreement, the funds are held in an interest-bearing account, and any interest earned will be returned to the State.

Project Code: 24D14 – 302-54101-563203

An additional $626,570 will be provided through remaining ARPA funds. Of this amount, $366,866.90 is allocated to cover the necessary additional funding, with the remaining balance available for any overage that comes with the remainder of the project as a

whole. If approved, a budget amendment will be forthcoming.

Strategic Plan Item:
No

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

Attachments:

06-25-2024 SOA and STAFF REPORT.pdf
City of NSB-Aqua and Pine Island Estimate 8-13-25.pdf
SAJ-2025-00363 NSB Pine Island Dredge LOP.pdf
JaxBO PDCs AP. 7-11_In Water Activities.pdf
JaxBO PDCs A3. 1-4_Maintenance Minor and Muck Dredging Activities.pdf
JaxBO PDCs AP. 1-6_All Activities.pdf

City Commission Regular Meeting
Tuesday, June 25, 2024 at 6:30 PM

SUMMARY OF ACTION

1. OPENING OF MEETING

Mayor Fred E. Cleveland called the meeting to order at 6:30 p.m.

Present: Mayor Fred E. Cleveland, Vice Mayor Valli Perrine, Commissioner Randy Hartman, Commissioner Lisa Martin, and Commissioner Jason McGuirk

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Chief Eric Feldman gave the invocation. Kyshea Shippy led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Resheidat reported the addition of 7S. Resolution No. 47-24 Consider the adoption of Resolution, which if adopted, would authorize Commissioner Martin to remotely attend the July 23, 2024, City Commission Special meeting.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Recognizing the 85th Anniversary of the United States Coast Guard Auxiliary

No action.

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

The City Commission presented a proclamation to Rob Salazar, Director of Leisure Services.

4.C Parking Study Update by the Parking Consultant

Carrie Carl, LTG, Inc., provided an update regarding parking in the City of New Smyrna Beach.

5. CITY MANAGER'S REPORT

City Manager Resheidat outlined a report.

6. PUBLIC PARTICIPATION

No action.

7. CONSENT AGENDA

7.A Consider the approval of Amendment No. 4 to the Consulting Engineering Agreement with Avcon for Design and Bidding Phase Services on 1501 Airway Rehabilitation.
Unanimously approved.

7.B Consider the approval of a Lease between the City of New Smyrna Beach and Epic Aviation, Inc.
Unanimously approved.

7.C Consider the adoption of the City Commission Regular Meeting Minutes from June 11, 2024.
Unanimously adopted.

7.D Resolution No. 45-24: Consider the adoption of a Resolution, which if adopted, would establish the 2024 Canvassing Board.
Unanimously adopted.

7.E Resolution No. 46-24: Consider the adoption of a Resolution, which if adopted, would authorize the Vice Mayor to remotely attend July 23, 2024 Special City Commission Meeting.
Unanimously adopted.

7.F Consider the approval to award RFP 11-24-BLDG for Building Inspection and Plans Review Services to Bureau Veritas North America, Inc., Calvin, Giordano & Associates, Inc., Joe Payne, Inc., Swimco Building Inspection, LLC, Universal Engineering Sciences, LLC., and Willdan Engineering, Inc.
Unanimously approved.

7.G Consider the approval of Contract Renewals for Engineering Services for Marine Applications for Dredging & Marine Consultants, LLC and Taylor Engineering.
Unanimously approved.

7.H Consider the approval of Contract Renewals for Professional Engineering Services.
Unanimously approved.

7.I Consider the approval of the Stuart's Car Care Right-Of-Way Easement.
Unanimously approved.

7.J Resolution No. 44-24: Consider the adoption of a Resolution, which if adopted, would amend the FY2023-2024 budget.
Unanimously adopted.

7.K Resolution No. 43-24: Consider the adoption of a Resolution, which if adopted, would amend the FY2023-2024 budget.
Unanimously adopted.

7.L Consider the approval of the lease between Tiano's Italian Restaurant Inc. and the City of New Smyrna Beach.
Unanimously approved.

7.M Special Event: Consider the approval of the Venetian Bay New Year's Eve Celebration 2024, to be held on Tuesday Dec 31, 2024, at midnight.
Unanimously approved.

7.N Consider the approval of a contract for Bulk Fuels.
Unanimously approved.

7.O Consider the approval of RFP 17-24-CIP Dredging Services thru the FDEM Grant.
Unanimously approved.

7.P Resolution No. 42-24: Consider the adoption of a Resolution, which if adopted, would amend the FY2023-2024 budget.
Unanimously adopted.

7.Q Consider the approval to use Sourcewell Contract #092920-MTF to upgrade City fuel infrastructure.
Unanimously approved.

7.R Consider approving a contract with the Volusia County School Board for a full-time officer at the New Smyrna Beach High School for FY25.
Unanimously approved.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the request from Volusia County Sheriff's Department for a fee waiver for use of the Brannon Center and Riverside Park for "Inshore Slam" on April 4 & 5, 2025.
Unanimously approved.

8.B Consideration of the City Manager Employment Agreement with Kevin Cowper.
Unanimously approved.

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Conduct a Public Hearing to consider the approval of Application No. HTR-2-24 - Historic Tree Removal of two (39.5" and 44" DBH) Live Oak trees on the commercial property at 2331 State Road 44.
Approved by 3-2 majority vote, with Commissioner Martin and Mayor Cleveland voting no.

9.B Re-consider the approval of Variance Application No. V-11-22 for the property located at 3311 Hill Street.
Unanimously approved.

9.C Conduct a Quasi-Judicial Public Hearing to review and consider the approval of Reserve at Lake Waterford Final Plat and to Authorize the Mayor to Execute the Contract for Plat Recording.
Unanimously approved.

9.D Ordinance No. 35-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would approve the extension of the temporary moratorium, adopted by Ordinance No. 17-24, on issuance of certain building permits for a section of Venetian Bay Phase II.
Unanimously adopted.

9.E Ordinance No. 36-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 1.39 + acres of land located at 2565 Pioneer Trail.
Unanimously adopted.

9.F Ordinance No. 37-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive Plan amendment changing the Future Land Use to City Low Density Residential for property located at 2565 Pioneer Trail as part of an overall annexation application.
Unanimously adopted.

9.G Ordinance No. 38-24: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone a property located at 2565 Pioneer Trail to City A-3, Transitional Agriculture as part of an overall annexation application.
Unanimously adopted.

9.H Ordinance No. 39-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.58 acres of land located at 644 Dolores Street.
Unanimously adopted.

9.I Ordinance No. 40-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive
Unanimously adopted.

9.J Ordinance No. 41-24: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, rezone a property located at 644 Dolores Street to City R-2, Single-Family Residential as part of an overall annexation application.
Unanimously adopted.

10. ORDINANCES - FIRST READING

10.A Ordinance No. 45-24: Conduct the First Reading of an ordinance, which if adopted upon the Second Reading and Public Hearing, would rezone a property by adding the Historic Building Overlay District, (HBOD) to a property located at 403 Magnolia Street known as the Woman's Club.
City Attorney Avallone read Ordinance No. 45-24, the first time, by title only. She reported that the Second Reading and Public Hearing was scheduled for August 13, 2024.

10.B Ordinance No. 46-24: Conduct the First Reading and Public Hearing of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would amend the Land Development Regulations by adding a definition of Floor Area Ratio, Commercial.
City Attorney Avallone read Ordinance No. 46-24, the first time, by title only. She reported that the Second Reading and Public Hearing was scheduled for August 13, 2024.

10.C Ordinance No. 47-24: Conduct the First Reading and Public Hearing of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would rezone 1.01 acres of land from B-2 Neighborhood Business District to Planned Unit Development, at 1300 S. Atlantic Avenue.
City Attorney Avallone read Ordinance No. 47-24, the first time, by title only. She reported that the Second Reading and Public Hearing was scheduled for August 13, 2024.

10.D Ordinance No. 48-24: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would authorize New Smyrna Beach Utilities to enter into a grant agreement with the Florida Department of Environmental Protection for a Septic to Sewer Project in Silver Sands.
City Attorney Avallone read Ordinance No. 48-24, the first time, by title only. She reported that the Second Reading and Public Hearing was scheduled for August 13, 2024.

11. BOARDS AND COMMISSIONS

No action.

12. MAYOR AND COMMISSION REPORTS

City Commission consensus directed Human Resources Director Heather Kidd to research the City of New Smyrna Beach's nepotism policy.

13. CITY CLERK'S REPORT

No action.

14. CITY ATTORNEY'S REPORT

No action.

15. ADJOURNMENT

9:16 p.m.

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL OF RFP 17-24-CIP DREDGING SERVICES THRU THE FDEM GRANT.

June 25, 2024

Background:

The city applied for a grant thru FDEM for several ditch/canal cleaning projects as part of the $350 million Legislative Appropriations Program. On January 9, 2924, city commission approved FDEM's agreement awarding the city $3.5 million which includes the following projects:

- Agua Court and Pine Island Canal
- Gabordy Canal
- Old Minorcan Pond Improvements
- Cemetery Canal Improvements

The city advertised RFP 17-24-CIP, Dredging Services, on March 22, 2024. As a result of the advertisement, proposals from the following contractors were received:

- Bayside Dredging
- Continental Heavy Civil
- Sea Level Development LLC

An evaluation committee consisting of three (3) staff members independently reviewed and scored each proposal. An evaluation committee meeting was held on May 23, 2024. Committee members openly discussed each proposal. All three firms were determined qualified; however Bayside Dredging was determined to be the most responsive and responsible proposer.

- Bayside Dredging: Founded in 2022. The owners have 50 plus years of experience in the hydraulic and mechanical dredging industry. Great deal of experience with municipality projects. Bayside has plenty of equipment to complete the job(s) including 3 excavators, 4 dredging barges and multiple pumps, boats, and skiffs. Bayside provides innovative ways to complete projects with little to no access or to no dewatering areas. They provide in-house engineering services, and an individual approach for each project site. Proposal included a detailed fee proposal. As outlined on the fee proposal, the price for the bank restoration related to the Gabordy Canal and Aqua and Pine Island projects is hard to determine at this time as there are multiple options available. Bank restoration for these two locations will

be completed on an as needed basis. The fees for the bank restoration for these two projects shall not exceed the available funds from the grant. If needed, the additional cost will be covered under the awarded funds by FDEM and will be approved by City Manager thru the change order process. Any additional cost will be provided to commission for approval at future commission meetings.

- Continental Heavy Civil Corp: Founded in 2016. Great resumes outlining the experience with municipality projects. Continental Heavy Civil Corp. has plenty of equipment to complete the job(s). Although a good proposal was submitted, major concern is the submitted fee proposal exceeding the grant funding by over a million dollars and their timeline to begin construction is 13 months after the notice to proceed is provided pushing the project two years out for completion.

- Sea Level Development, LLC: Founded in 2018. Limited experience with municipality projects. Smaller size company with the least amount of equipment of the three companies that submitted. Submitted timeline was sufficient. Fee was within range of the grant funds. List of projects included current contracts; previous list of contracts was not provided. Although a good proposal was submitted, major concern is the limited equipment to complete the projects.

Fiscal Analysis:

The city has received the full $3.5 million from FDEM for the four projects listed above. This is a grant that does not require a match. As part of the agreement the funds are placed in an interest-bearing account and any interest accrued thru that will be returned to the State. We will be able to pay for each of the (4) areas from funds that FDEM has already provided. Approval of this agenda item would designate the Maintenance Operations Director authority to sign change orders on behalf of the City for this project and spend up to the designated amount following the City's purchasing policy.

Project Code 24D14 - 302-54101-563203

Strategic Plan Item:

No

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

Attachments:

D1488 City of New Smyrna Beach Agreement (executed).pdf

RFP 17-27-CIP DREDGING SERVICES.pdf
Evaluation Tabulation.pdf
Bayside Dredging Bid.pdf
Continental Heavy Civil Bid.pdf
Sea Level Bid.pdf
January 9 Staff Report and SOA.pdf
RFP 17-24 Construction Contract-Bayside Dredging Signed 6-3-24 (1).pdf

Estimate
PO # TBD
Date
8/13/2025

12924 49th St N
Clearwater, FL 33762
Phone: 727-436-5044 Fax: 727-436-5003

Client: City of NSB
Project Manger: David Ray
Phone: 386-527-6657 Email: dray@cityofnsb.com
Address: 210 Sams Avenue
NSB, Fl 32168

President:
Bret Sapp

Project Name: Aqua and Pine Island Estimate

Description of work: The Pine Island and Aqua Gulf canals are in need of major maintenance and clean-up to address the considerable vegetation growth and sediment build-up. This project will clear the canal of vegetation build-up and dredge the canal of sediment build-up to allow for proper drainage. The project and clean-up will help alleviate future flooding around these canals with improved drainage and watershed during extreme weather events. Item #6 quantities is based on dredging to -4.75 MLW with no side slopes.

Additional comments/notes: Quantities are estimated. Payment will be based on actual field measurement. If additional material is requested to be removed, costs are identified below.

***Note* Contract to follow upon agreement on scope of work and permits if necessary**

Item	Description	Qty	Rate	Amount
6	Alluvial Fan Removal-(CY)	9310	$150.00	$1,396,500.00
7	Hauling and Disposing of Waste/Veg Material (Ton)	11172	$30.00	$335,160.00
8	Mangrove and Invasive Trimming (SY)	1000	$40.00	$40,000.00
11	Engineering/Permitting(LS)	1	$30,000.00	$30,000.00
12	As Built Surveys(Pre,Interim(s), Post Dredging)	1	$50,000.00	$50,000.00
			Total	**$1,851,660.00**

If you have any questions, please contact Bret Sapp at 727-436-5044.
We appreciate the opportunity to provide this scope of services and look forward to working with you.
SCC131152825

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
400 HIGH POINT DRIVE, SUITE 600
COCOA, FLORIDA 32926-6630

July 29, 2025

South Atlantic Division
Jacksonville District
North Permits Branch
Cocoa Section
SAJ-2025-00363 (LOP-PJR)

The City of New Smyrna Beach
Attn: Mr. David Ray
124 Industrial Park Avenue
New Smyrna Beach, FL 32168
Sent via email: dray@cityofnsb.com

Dear Mr. Ray:

This is in reference to your request for a Department of the Army (DA) permit to perform work in or affecting waters of the United States. If you determine the permit provided is acceptable in its entirety and you have chosen to proceed with the authorized activity, then upon recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403) you are authorized under a Letter of Permission for the maintenance dredge of 158,400 square feet (16,950 cubic yards) of material via hydraulic dredge barge to a depth of -5.0 feet Mean-Low Water (MLW) with upland disposal.

The project is located within canals connected to Turnbull Creek (Turnbull Creek Watershed HUC12 030802010104), in Section 13, Township 17 South, Range 33 East, in New Smyrna Beach within Volusia County, Florida.

Geographic Position: Latitude: 29.031676°
Longitude: -80.948022°

The project must be completed in accordance with the 10 enclosed construction drawings, and the general and special conditions which are incorporated in, and made a part of, the permit.

Should any other agency require and/or approve changes to the work authorized or obligated by this permit, it is the responsibility of the Permittee to submit a modification request to the Cocoa Permits Section. The Corps will evaluate the request and determine whether it is appropriate to modify the terms and conditions of the permit. The Permittee must obtain written approval of the requested modifications from the Corps prior to initiation of those changes.

General Conditions:

1. The time limit for completing the work authorized ends on **29 July 2030**. If the work authorized is not completed on or before that date, authorization, if not previously revoked or specifically extended, shall cease and be null and void. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization (Attachment 4).

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. Reporting Address: The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2025-00363 (LOP-PJR), on all submittals.

2. As-Built Certification: Within 60 days of completion of the work authorized by this permit, the Permittee shall submit as-built drawings of the authorized work and a completed "As-Built Certification by Professional Engineer or Surveyor" form (Attachment 1) to the Corps. The as-built drawings shall be signed and sealed by a registered professional engineer or surveyor and include the following:

a). A plan view drawing of the location of the authorized work footprint, as shown on the permit drawings, with an overlay of the work as constructed. The plan view drawing should show all existing water management structures and the completed structures, dredge/fill activities, and wetland impacts.

b). A list of any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the attached "As-Built Certification by Professional Engineer" form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or "As-Built Certification by Professional Engineer" form does not constitute approval of any deviations by the Corps.

c). The Department of the Army permit number on all sheets submitted.

3. Posting of Permit: The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

4. Notice of Permit: The Permittee shall complete and record the "Notice of Department of the Army Authorization" form (Attachment 2) with the Clerk of the County Court, Registrar of Deeds or other appropriate official charged with the responsibility of maintaining records of title to or interest in real property within the county of the authorized activity. No later than 90 days from the effective date of this permit, the Permittee shall provide a copy of the recorded Notice of Permit to the Corps clearly showing a stamp from the appropriate official indicating the book and

page at which the Notice of Permit is recorded in the official records and the date of recording.

5. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect, impact, or disturb properties listed in the *National Register of Historic Places* (NRHP), or those eligible for inclusion in the NRHP.

b. If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological, or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee

shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.

6. Manatee Conditions: The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Attachment 3). The most recent version of the Manatee Conditions must be utilized. The conditions are provided as an attachment to this permit.

7. Jacksonville District Programmatic Biological Opinion (JAXBO): Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Johnson's seagrass and its critical habitat were delisted from the Endangered Species Act on May 16, 2022. Therefore, JAXBO PDCs required to minimize adverse effects to Johnson's seagrass and its critical habitat are no longer applicable to any project. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at: http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx

JAXBO may be subject to revision at any time. The most recent version of the JAXBO must be utilized during the design and construction of the permitted work.

8. Turbidity Barriers: Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.

9. Dredged Material Disposal: The Permittee shall place all dredged material in a self-contained, upland disposal site as detailed in Attachment 8, Drawing 10 of 10 (Sheet

07). The Permittee shall maintain the upland disposal site to prevent the discharge of dredged material and associated effluent into waters of the United States.

10. **Assurance of Navigation and Maintenance**: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

11. **Regulatory Agency Changes**: Should any other regulatory agency require changes to the work authorized or obligated by this permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes (Attachment 4). It is the Permittee's responsibility to request a modification of this permit from the Cocoa Regulatory Office.

Instructions for Objecting to Permit Terms and Conditions: This letter is an initial proffered permit for your proposed project/permit application. If you object to certain terms and conditions contained within the permit, you may request that the permit be modified. Enclosed you will find a Notification of Administrative Appeal Options and Process fact sheet and Request for Appeal (RFA) form (Attachment 5). If you choose to object to certain terms and conditions of the permit, you must follow the directions provided in Section 1, Part A of the RFA form and submit the completed form to the Cocoa Permits Section at the address listed at the bottom of this letter. For an RFA to be accepted by the Corps, the Corps must determine that it is complete and that it has been received within 60 days of the date of the RFA. Should you decide to submit an RFA form, it must be received by the Cocoa Permits Section by 5 August 2024.

Floodplain Information: This Department of the Army permit does not give absolute authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions. You should contact the local office in your area that issues building permits to determine if your site is located in a flood-prone or floodway area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program. If your local office cannot provide you the necessary information, you may request a flood hazard evaluation of the site by providing this office with a letter and a small-scale map showing the location of the site. The request should be addressed to the **Chief, Flood Control and Floodplain Management Branch, Jacksonville District, U.S. Army Corps of Engineers, P.O.**

Box 4970, Jacksonville, Florida 32232-0019. Phone inquiries may be made at 904-232-2515.

Should you have any questions regarding this letter, please contact the project manager, Paul J. Ruben, in writing at the Cocoa Permits Section at 400 High Point Drive, Suite 600 Cocoa, FL 32926 by telephone at (321)-504-3771 ext. 0026, or by email at paul.j.ruben@usace.army.mil.

The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to take a few minutes to visit https://regulatory.ops.usace.army.mil/customer-service-survey/ and complete our automated Customer Service Survey. Your input is appreciated – favorable or otherwise.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

On behalf of John C. Palmer
Cocoa Section Chief

for: James L. Booth
Colonel, U.S. Army
District Commander

Enclosures

Attachment 1: As-Built Certification (Sheets 1-2)
Attachment 2: Notice of Department of Army Permit (Sheets 3-4)
Attachment 3: Standard Manatee Conditions for In-Water Work (Sheets 5-6)
Attachment 4: Request Permit Transfer (Sheet 7)
Attachment 5: Notification of Administrative Appeal (Sheets 8-9)
Attachment 6: Regulations for Approaching Right Whales (Sheet 10)
Attachment 7: FDEP Permit (WQC) (Sheets 11-24)
Attachment 8: Project Designs (Sheets 25-34)

Cc: Daniel Young (YBE Consulting, Inc.)

AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER

Submit this form and one set of as-built engineering drawings to the U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019. For electronic mail saj-rd-enforcement@usace.army.mil *(not to exceed 15 MB). If you have questions regarding this requirement, please contact the Enforcement Branch at 904-232-3697.*

1. Department of the Army Permit Number: SAJ- 2 0 2 5 - 0 0 3 6 3 (LOP-PJR)

2. Permittee Information:

Name: _____

Address: _____

_____

3. Project Site Identification (physical location/address):

_____

_____

_____

4. As-Built Certification: I hereby certify that the authorized work, including any mitigation required by Special Conditions to the permit, has been accomplished in accordance with the Department of the Army permit with any deviations noted below. This determination is based upon on-site observation, scheduled, and conducted by me or by a project representative under my direct supervision. I have enclosed one set of as-built engineering drawings.

_____ _____
Signature of Engineer Name (*Please type*)

_____ _____
(FL, PR, or VI) Reg. Number Company Name

_____ _____ _____
City State ZIP

(Affix Seal)

_____ _____
Date Telephone Number

Date Work Started:_____ Date Work Completed:_____

Identify any deviations from the approved permit drawings and/or special conditions (attach additional pages if necessary):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Prepared by:

Permittee: City of New Smyrna Beach
Address: 124 Industrial Park Ave New Smyrna Beach, FL 32168 Phone: 386-424-2202

NOTICE OF DEPARTMENT OF THE ARMY PERMIT

TAKE NOTICE the United States Army Corps of Engineers (Corps) has issued a permit or verification SAJ-2025-00363 to David Ray (Permittee) on July 29, 2025, authorizing work in navigable waters of the United States in accordance with Section 10 of the Rivers and Harbors Act of 1899 (33 USC 403) on a parcel of land known as Folio/Parcel ID: _____ located at Aqua Court, in Section 13, Township 17 South, Range 33 East, New Smyrna Beach, Volusia County, Florida.

Within 30 days of any transfer of interest or control of said property, the Permittee must notify the Corps in writing of the property transfer by submitting the completed permit transfer page included with the issued permit or verification. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the area authorized to be filled (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any works, including dredging or filling, or any other work within, over, or under waters of the United States (including wetlands) without first having obtained a permit from the Corps in the purchaser's name.

Conditions of the Permit/Verification: The permit or verification is subject to General Conditions and Special Conditions which may affect the use of the work authorized in the Indian River. Accordingly, interested parties should closely examine the entire permit or verification, all associated applications, and any subsequent modifications.

To obtain a copy of the authorization in its entirety submit a written request to:
U.S. Army Corps of Engineers
Regulatory Division - Special Projects & Enforcement Branch
Post Office Box 4970
Jacksonville, Florida 32232-0019

Questions regarding compliance with these conditions should be directed to:
U.S. Army Corps of Engineers
Enforcement Section
Post Office Box 4970
Jacksonville, Florida 32232-0019

Conflict Between Notice and Permit
This Notice of Authorization is not a complete summary of the issued permit or verification. Provisions in this Notice of Permit shall not be used in interpreting the permit or verification provisions. In the event of conflict between this Notice of Permit and the permit or verification, the permit or verification shall control.

This Notice is Not an Encumbrance
This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release
This Notice may not be released or removed from the public records without the prior written consent of the Corps.

This Notice of Authorization is executed on this _____ day of _____, _____. This document is being submitted for recordation in the Public Records of Indian River County, Florida as part of the requirement imposed by the authorization SAJ-2024-04140 issued by Corps.

Permittee:

_____

Address:

_____

_____

Phone:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public

(seal)

_____
Print

My Commission Expires_____

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or in Vero Beach (1-772-562-3909) for south Florida, and emailed to FWC at ImperiledSpecies@myFWC.com.

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8½ " by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at http://www.myfwc.com/WILDLIFEHABITATS/manatee_sign_vendors.htm. Questions concerning these signs can be forwarded to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

SAJ-2025-00363 Pine Island Dredging (Sheet 6 of 34) 07/29/2025

REQUEST PERMIT TRANSFER: PERMIT NUMBER: SAJ-2025-00363 (LOP-PJR)

When the structures or work verified by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, the present permittee and the transferee should sign and date below. This document must then be provided to the U.S. Army Corps of Engineers, Regulatory Division, Post Office Box 4970, Jacksonville, Florida 32232-0019.

_____ _____
(TRANSFEREE SIGNATURE) (DATE)

_____ _____
(Name - Printed) Lot/Block of site

_____
(Street Address)

_____
(City, State, and Zip Code

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant:	File Number: **SAJ-** **-**	Date:
Attached is:		See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.

- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also, you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact:	If you have questions regarding the appeal process you may contact
Project Manager as noted in letter	Mrs. Krista Sabin USACE – South Atlantic Division 60 Forsyth Street SW Atlanta, Georgia 30303-8801 (904) 314-9631 or Krista.D.Sabin@usace.army.mil

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

	Date:	Telephone number:
_____ Signature of appellant or agent.		

Federal Regulations Governing the Approach to North Atlantic Right Whales



1. Federal regulations governing the approach to North Atlantic right whales can be found at 50 CFR 224.103(c). It is illegal to approach and remain within 500 yards of right whales; 500 yards is equal to the distance of 5 football fields.

   Prohibitions on approaching right whales are as follows (Excerpts from 50 CFR 224.103(c), available at www.ecfr.gov): Unless otherwise lawfully allowed or unless doing so would create an imminent and serious threat to a person or vessel, it is unlawful to:

   (i) Approach (including by interception) within 500 yards (460 m) of a right whale by vessel

   (ii) Fail to undertake required right whale avoidance measures. If underway, a vessel must steer a course away from the right whale and immediately leave the area at a slow safe speed.

2. Updates can be downloaded from:
   a. http://www.nmfs.noaa.gov/pr/species/mammals/cetaceans/rightwhale_northatlantic.htm, or
   b. www.ecfr.gov

FLORIDA DEPARTMENT OF
Environmental Protection

CENTRAL DISTRICT OFFICE
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FLORIDA 32803

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

Permittee/Authorized Entity:
City of New Smyrna Beach
Attn: David Ray
124 Industrial Park Ave
New Smyrna Beach, Florida 32168
dray@cityofnsb.com

Aqua Ct/Pine Island Dredge

Authorized Agent:
YBE Consulting, Inc.
Attn: Daniel Young
1848 Date Palm Dr.
Edgewater, Florida 32141
dyoung@ybeconsulting.com

Environmental Resource Permit

State-owned Submerged Lands Authorization – Not Applicable

U.S. Army Corps of Engineers Authorization – SPGP NOT APPROVED

Volusia County
Permit No.: 453578-001-EI

Permit Issuance Date: May 14, 2025
Permit Construction Phase Expiration Date: May 14, 2030

FLORIDA DEPARTMENT OF
Environmental Protection

CENTRAL DISTRICT OFFICE
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FLORIDA 32803

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

Environmental Resource Permit

Permittee: City of New Smyrna Beach
Permit No: 453578-001-EI

PROJECT LOCATION

The activities authorized by this permit are located along Aqua Ct and Pine Shore Cir., between 29.033520 N, -80.951485 W and 29.029N, -80.945898 W, New Smyrna Beach, Florida 32168, in Section 13, Township 17 South, Range 33 East in Volusia County.

PROJECT DESCRIPTION

The permittee is authorized to dredge approximately 16,950 cubic yards, to a depth of no more than 5 feet below mean low water, along an unnamed canal. The dredging will be performed using a hydraulic dredge pump which will pump to sealed (watertight) containers located on the edge of the uplands. During pumping activities, the dewatering trucks will be monitored continuously to ensure the capacity of the containers is not exceeded. The dredged sediments will be dewatered in the settling containers and filtered using a weir system. The return water from the dewatering truck will then be piped back to the original dredge area, as necessary. The dredged material and/or return water will not spill into the surrounding areas nor stormwater drains.

Authorized activities are depicted on the attached exhibits.

The dredged material final resting area is located east of intersection of Industrial Park Avenue and Turnbull Bay Road; at 1298 Turnbull Bay Road, New Smyrna Beach, Florida 32168.

AUTHORIZATIONS

Aqua Ct/Pine Island Dredge

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has determined the activity is not on submerged lands owned by the State of Florida. Therefore, your project is not subject to the requirements of Chapter 253, F.S., or Rule 18-20, F.A.C.

Federal Authorization
Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **may be required** from the Corps. You must apply separately to the Corps using the Application for Department of the Army Permit (ENG 4345) or alternative as allowed by Corps regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook:

(https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/).
Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management
Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification Granted
This permit also constitutes a *grant* of water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. Section 1341. Pursuant to Rule 62-330.062, F.A.C. issuance of the individual or conceptual approval permit under this chapter shall constitute certification of compliance with water quality standards.

Other Authorizations
You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT CONDITIONS
The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to

revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit, as described.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION

1. Best management practices for erosion control shall be implemented prior to construction commencement and shall always be maintained during construction to prevent siltation and turbid discharges in a manner that does not cause or contribute to violations of state water quality standards in accordance with 62-302, F.A.C.

2. Prior to construction, the limits of construction shall be clearly marked in a way which is visible and obvious to anyone performing work on-site, including someone operating heavy equipment. Orange construction fence or tall flagged stakes along the construction limits are possible methods.

3. Prior to initiation of any work authorized by this permit, all wetlands (if applicable), surface waters (if applicable), and stormwater conveyances, outside the specific limits of construction authorized by this permit shall be protected from erosion, siltation, sedimentation, and/or scouring, including the placement of staked erosion control devices around the project area and staging areas that are located outside of any authorized impact area.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

4. The permittee shall report any damage to the Department within 24 hours that occurs to the wetlands not authorized for impacts under this permit. If any damage occurs to wetlands or surface waters as a result of any construction activities, the permittee shall be required to restore the wetland area by re-grading the damaged areas back to the natural preconstruction elevations and planting vegetation of the size, densities, and species that exist in the adjacent areas pursuant to a consent order. The restoration shall be completed within 30 days of completion of the construction and shall be done to the satisfaction of the Department.

5. There shall be no stock piling of tools, materials, (i.e. lumber, pilings, and debris) within waters/waters of the state unless specifically approved in this permit. All construction debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized by this permit.

6. The permittee shall be responsible for ensuring erosion control devices/procedures are inspected and maintained daily during all phases of construction authorized by this permit until areas disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

7. The permittee shall submit an application for a permit modification for any activities not authorized in this permit; this includes, but is not limited to, expanding the project boundary and using different material.

8. The project shall comply with applicable state water quality Standards (62-302, F.A.C.), including:
    a. 62-302.500 - Minimum criteria for all surface waters at all places and at all times,
    b. 62-302.500 - Surface waters: general criteria, and
    c. 62-302.400 - Class III Waters: Recreation - Propagation and maintenance of a healthy, well-balanced population of fish and wildlife.

SPECIFIC CONDITIONS – CONSTRUCTED ACTIVITY

9. In accordance with 62-330.301(1), F.A.C., the activity authorized to be operated under this permit:
    a. Will not cause adverse water quantity impacts to receiving waters and adjacent lands;
    b. Will not cause adverse flooding to on-site or off-site property;
    c. Will not cause adverse impacts to existing surface water storage and conveyance capabilities;
    d. Will not adversely affect the quality of receiving waters such that the state water quality standards set forth in chapters 62-4, 62-302, 62-520, and 62-550, F.A.C., including the antidegradation provisions of paragraphs 62-4.242(1)(a) and (b), F.A.C., subsections 62-4.242(2) and (3), F.A.C., and rule 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters set forth in subsections 62-4.242(2) and (3), F.A.C.;
    e. Will not adversely impact the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S.;
    f. Will not cause adverse impacts to a Work of the District established pursuant to section 373.086, F.S.;
    g. Will be capable, based on generally accepted engineering and scientific principles, of performing and functioning as proposed;
    h. Will be conducted by a person with the financial, legal, and administrative capability of ensuring that the activity will be undertaken in accordance with the terms and conditions under this permit;

10. In accordance with 62-330.350(1)(q), F.A.C., if the proposed activity authorized under this permit causes any adverse impacts, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

SPECIFIC CONDITIONS – DREDGING

11. All areas to be dredged shall be in accordance with the attached permit drawings and shall not exceed the areas and depths indicated on those drawings. Any impact that occurs outside of the authorized navigation channels is prohibited.

12. Dredging shall be limited to daylight; no dredging (or dewatering) activities are authorized to be conducted at night.

13. No portion of the dredge related equipment shall be stored, anchored on, or laid on or over seagrass beds without prior Department approval. Anchoring done to secure the dredge or

equipment shall be done within the navigation channel or in areas where seagrass beds are not present during dredging and related activities.

14. Any watercraft associated with the dredging activities shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.

15. If a barge is used during dredging, the permittee shall ensure at least one foot of clearance is maintained between the deepest draft of the barge and the top of any resources (i.e. seagrass, etc.) or bottom at all times. The permittee shall also ensure that the barge does not impact resources during construction activities. The barge shall be equipped with self-contained spoil storage bins to prevent the dredged material from returning to waters of the state.

16. Areas to be dredged shall be dredged in accordance with the attached permit drawings and shall not exceed the areas and depths indicated on those drawings. The dredged material shall be placed in a self-contained, upland disposal site, as depicted on the attached Exhibits. The dewatering/disposal area shall be constructed in a manner which shall prevent the escape of dredged material and associated effluent into wetlands and surface waters. Discharge of water or dredged material to waters of the State shall not be allowed during disposal and/or transport.

17. The dredge material shall be mechanically/hydraulically dredged and deposited directly on a fully-contained spoil disposal cell upon a barge, then transported to an approved upland disposal location.

18. The discharge of the return water from the site used for the disposal of dredged material shall be allowed only if such discharge does not result in a violation of water quality standards in the receiving waters.

19. The following conditions relate to equipment access to and from the site decanting location and the spoil disposal area:
    a. Access through wetlands or surface waters will require the use of equipment with tracks or with low ground pressure tires, the temporary placement of mats over the marsh, or the lifting of equipment over the wetland or surface water areas into the disposal sites. Dredging or filling, other than the mats, is not authorized for access to the disposal sites.
    b. Equipment access points shall be limited to the areas indicated on the attached permit drawings. The same equipment access area must be used for both entrance and exit from the disposal sites.
    c. Upon completion of disposal activity at the spoil sites, equipment must be removed from the sites and temporary mats removed within one month of the completion of dredging.

SPECIFIC CONDITIONS – DREDGED MATERIAL PERMANENT RESTING

20. The spoil material from dredging may be deposited in a self-contained, upland disposal site. The site is not required to be permitted if:
    a. The site exists as of January 1, 2011;

b. A professional engineer certifies that the site has been designed in accordance with generally accepted engineering standards for such disposal sites;
c. The site has adequate capacity to receive and retain the dredged material

21. The site has operating and maintenance procedures established that allow for discharge of return flow of water and to prevent the escape of the spoil material into the waters of the state.

SPECIFIC CONDITIONS – MANATEE

22. The Standard Manatee Conditions for In-water Work (2011) shall be followed for all in-water activity.

23. Due to the project's location in a narrow waterway, at least one observer shall be present onsite and dedicated to watching for manatees during all in-water operations. Observers must have prior on-the-job experience observing for manatees during previous in-water work. In-water work must not be performed after dusk or before dawn, when the possibility of spotting manatees is negligible.

24. While dredging in a canal, it is important to ensure that manatees do not become entrapped during the dredging process between the machinery and the terminus end of the canal. To prevent entrapment, dredging shall be performed from the terminus, landward end, heading seaward. If a manatee becomes entrapped, the area shall be opened to allow the manatee or turtle to leave of its own volition. It shall not be herded or harassed into leaving the area.

25. To reduce the risk of entrapment and drowning of manatees, manatee exclusion devices (such as grating) shall be installed and maintained over any existing or proposed pipes or culverts greater than 8 inches, but smaller than 8 feet in diameter that are submerged or partially submerged and reasonably accessible to manatees. If horizontal or vertical bars are used, no more than 8-inch gaps on center shall be allowed. Grates shall be in place at the accessible end(s) during all phases of the construction process and as a final design element to restrict manatee access.

SPECIFIC CONDITIONS - OTHER LISTED SPECIES

26. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

27. If new information (e.g. listing of new species, new critical habitat, etc.) shows that the magnitude of impacts to federally listed species has the potential for adverse effects, the U.S. Fish and Wildlife Service (USFWS) will notify the Department. The Department will

initiate coordination with the permittee and with the USFWS to determine what adverse impacts are likely and if additional minimization measures, reporting, or monitoring are required in order to be consistent with the Endangered Species Act, as deemed necessary by USFWS.

28. The Permittee shall report any injured, sick, or dead federally or state listed animal(s) discovered onsite to the Florida Fish and Wildlife Conservation Commission Wildlife Alert number at 888-404-FWCC (3922).

SPECIFIC CONDITIONS - CONSTRUCTION COMPLETION

29. Upon final completion of the project and upon reasonable assurance that the project is no longer a potential turbidity source, the permittee will be responsible for the removal of the temporary best management practices and turbidity control devices. All turbidity control devices shall be disposed of in an upland disposal area.

30. Within 30 days of completion of work authorized by this permit, the permittee shall provide notification of completion of construction to the Central District Office of the Florida Department of Environmental Protection, 3319 Maguire Boulevard, Suite 232, Orlando, FL 32803.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS
The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
   b. For all other activities – "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
   b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in chapter 62-330, F.A.C.;
   b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. In addition to those general conditions in subsection (1), above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory

Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Orange County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Reggie Phillips
Program Administrator
Permitting and Waste Cleanup Program

Attachment(s):

1. Exhibit 1, Project Drawings and Design Specs., 10 pages
2. Construction Commencement Notice/Form 62-330.350(1)
3. As-built Certification and Request for Conversion to Operational Phase/ Form 62-330.310(1)
4. Request for Transfer to the Perpetual Operation Entity/Form 62-330.310(2)
5. Request to Transfer Permit/Form 62-330.340(1)
6. Operation and Maintenance Inspection Certification/Form 62-330.311(1)

Copies furnished to:

FFWCC, FWCConservationPlanningServices@myfwc.com
FWC, imperiledspecies@myfwc.com
DOS, CompliancePermits@dos.state.fl.us
DEO, dcppermits@deo.myflorida.com
Chris Schlageter, Consultant, chris@ybeconsulting.com
Volusia County, enviropermit@volusia.org
Leo Angleró, FDEP, Leo.Anglero@FloridaDEP.gov
Angelica Sterner, FDEP, angelica.sterner@floridadep.gov
Teayann Duclos, FDEP, teayann.duclos@floridadep.gov

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit, including all copies, were mailed before the close of business on May 14, 2025, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

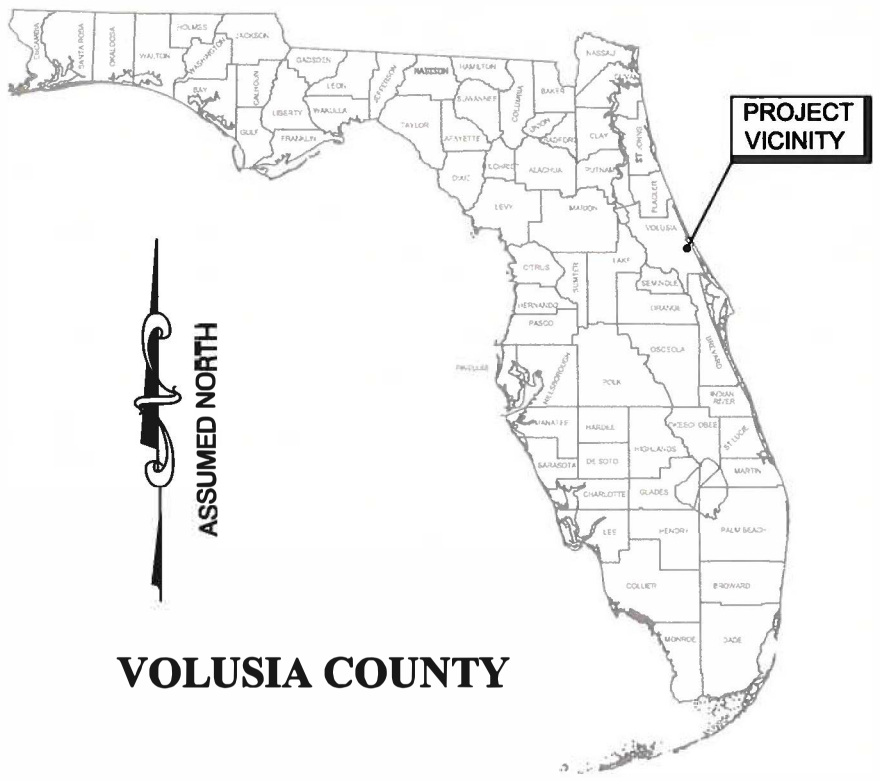


Clerk

May 14, 2025
Date

SAJ-2025-00363 Pine Island Dredging (Sheet 25 of 34) 07/29/2025

STATE OF FLORIDA



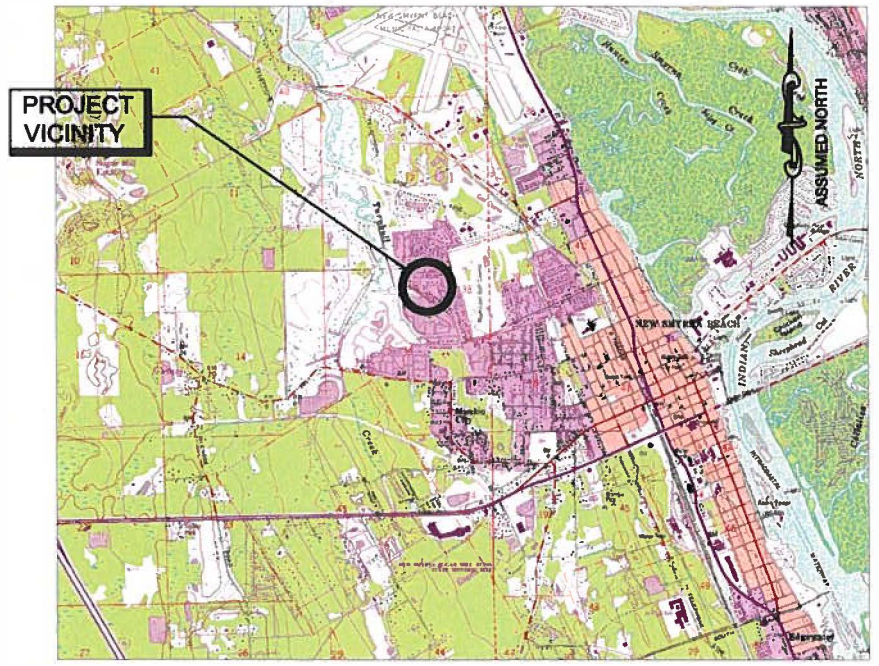
VOLUSIA COUNTY

MAINTENANCE DREDGING PROJECT:

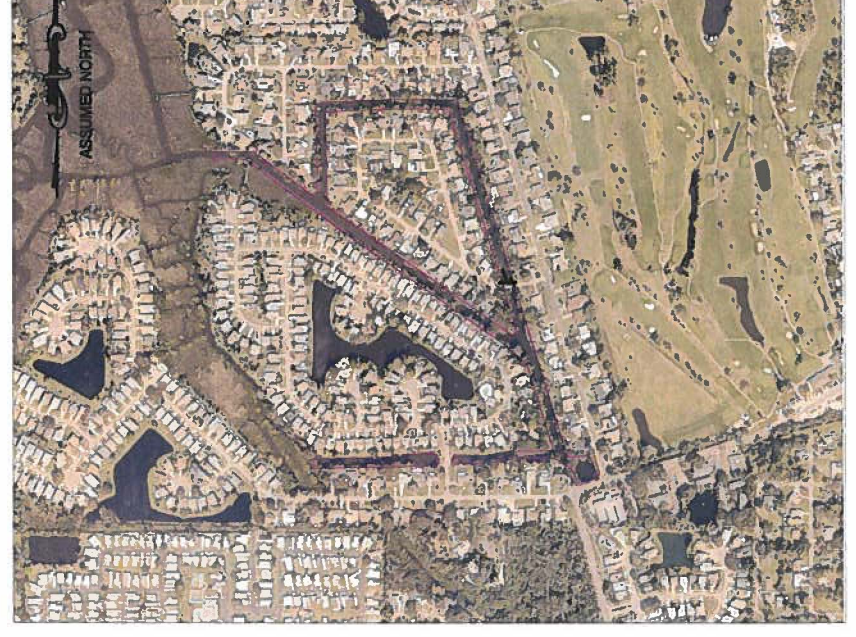
-- PINE SHORES & AQUA COURT CANALS --

DRAWING INDEX	
SHEET. NO.	SHEET TITLE
01	COVER SHEET & DRAWING INDEX
02	PROPOSED DREDGE LIMITS
03	PROFILE VIEWS
04	SURVEY (FT-MLW)
05	PLAN VIEW - OPERATIONS (TYP.)
06	HISTORICALS
07	DMMA SITE

PROJECT SCOPE SUMMARY			
	AREA:	BASE VOLUME:	TARGET DREDGE DEPTH:
AQUA AND PINE	158,400 SQ. FT.	16,950 CU. YDS.	-5.0 FT-MLW
SECTION 13 / TOWNSHIP 17S / RANGE 33E		LAT: N29.033827 / LONG: W-80.948952	
MLW: -0.90 FT-NAVD	MHW: -0.08 FT-NAVD		



USGS QUAD MAP
SCALE: N.T.S.



LOCATION MAP
SCALE: 1" = 1,000'

BAYSIDE DREDGING

BAYSIDE DREDGING LLC
5035 ULMERTON ROAD
CLEARWATER, FL 33760
PHONE 727.436.5044 FAX 727.436.5003
www.baysidedredging.com

MICHAEL J CONNORS LICENSE No.: 38904 STATE OF FLORIDA PROFESSIONAL ENGINEER
10-31-24

FOR City of New Smyrna Beach

PROPOSAL ☐
PRELIMINARY ☒
PERMITTING ☐
ISSUED FOR CONSTRUCTION ☐
RECORD DRAWING ☐

NSB_SERVICES.DWG

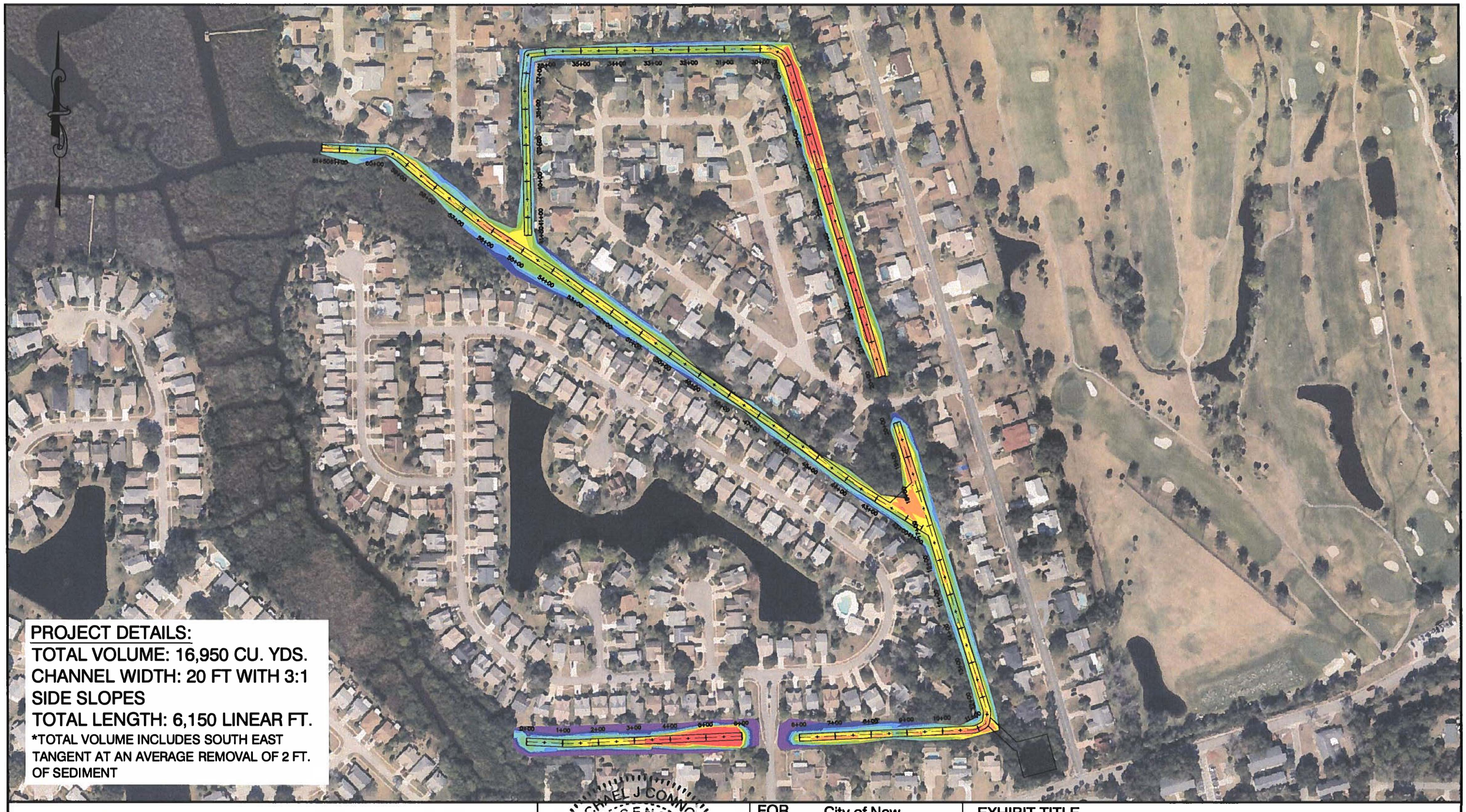
EXHIBIT TITLE **COVER SHEET & DRAWING INDEX**

PROJECT LOCATIONS:
Pine Shores & Aqua Court Canal
New Smyrna Beach, FL

DATE: 9/9/2024
DRAWN BY: kdavis
CHECKED BY: bsapp
JOB NO.: #####

REVISIONS:

Exhibit No.
SHEET 01
SCALE: 1" = 1000'



BAYSIDE DREDGING

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CLEARWATER, FL 33760
PHONE 727.436.5044 FAX 727.436.5003
www.baysidedredging.com

MICHAEL J CONNORS LICENSE No.: 38904 STATE OF FLORIDA PROFESSIONAL ENGINEER
MHW=0.52 FT NAVD
MLW=-2.21 FT NAVD

FOR City of New Smyrna Beach

PROPOSAL	☐
PRELIMINARY	☒
PERMITTING	☐
ISSUED FOR CONSTRUCTION	☐
RECORD DRAWING	☐

24-0401 NSB AQUA AND PINE - BD_FINAL.DWG

EXHIBIT TITLE **PLAN VIEW - PROJECT LIMITS**

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Pine Shores & Aqua Court Canal
New Smyrna Beach, FL

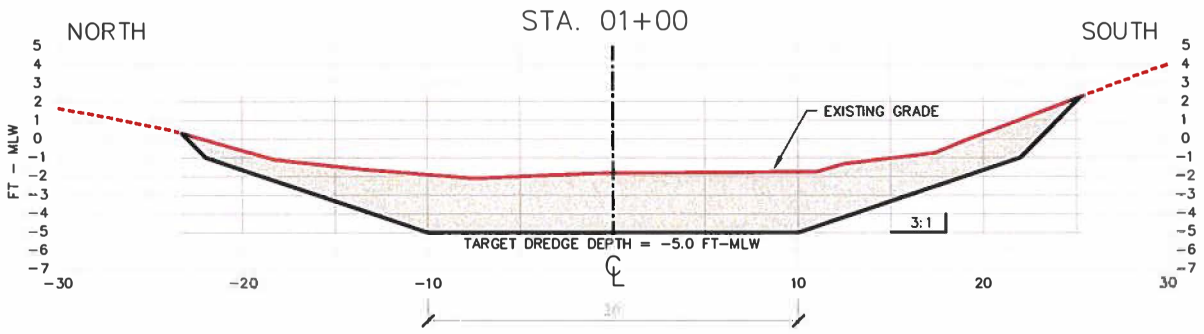
DATE: 11/4/2024
DRAWN BY: kdavis
CHECKED BY: bsapp
JOB NO.: #####

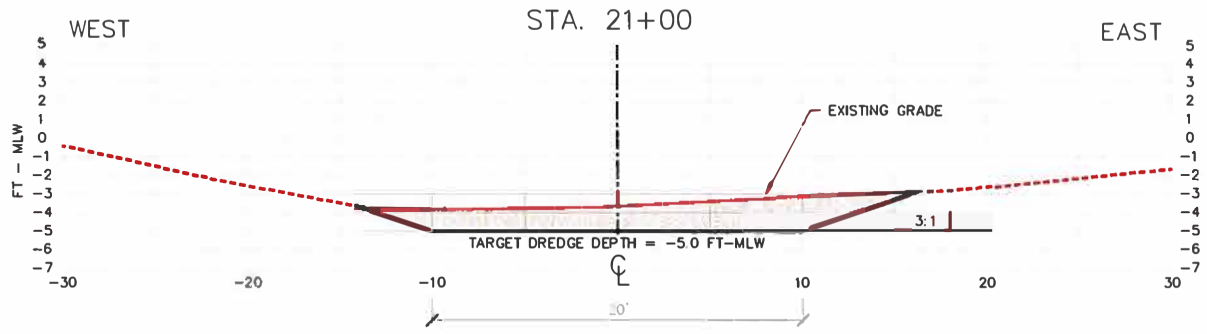
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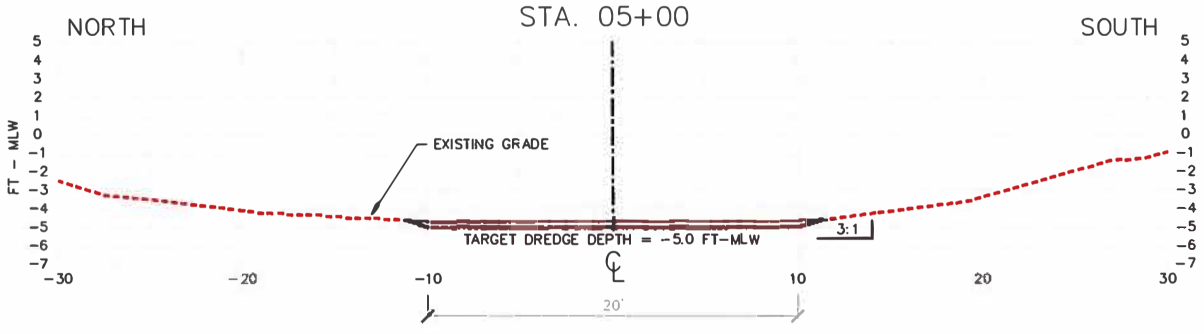
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SHEET 02

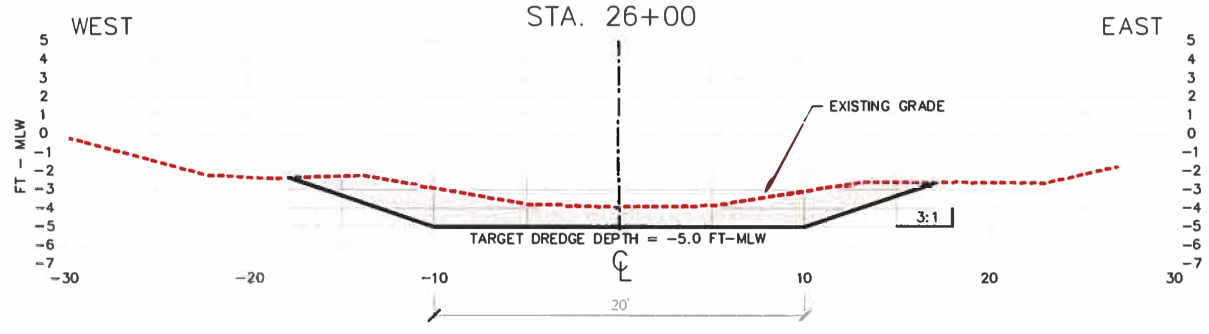
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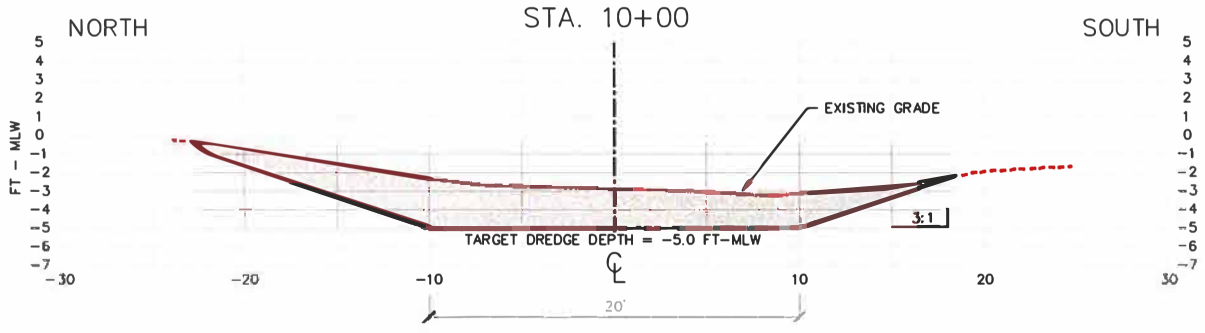
SAJ-2025-00363 Pine Island Dredging (Sheet 27 of 34) 07/29/2025

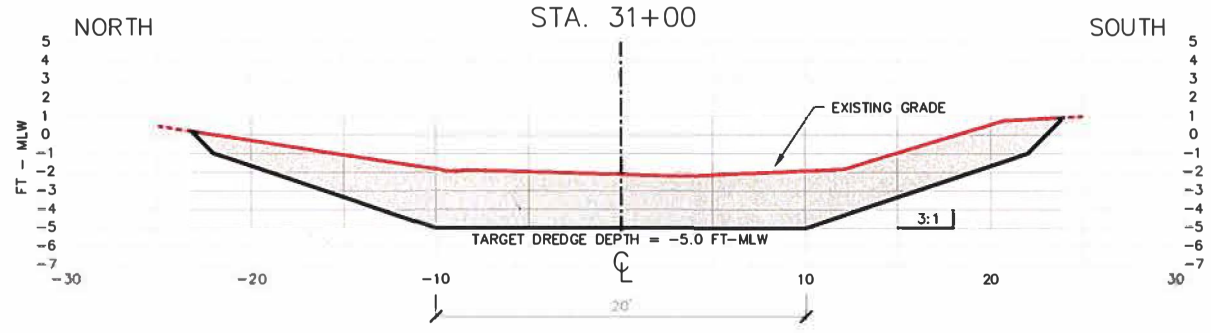


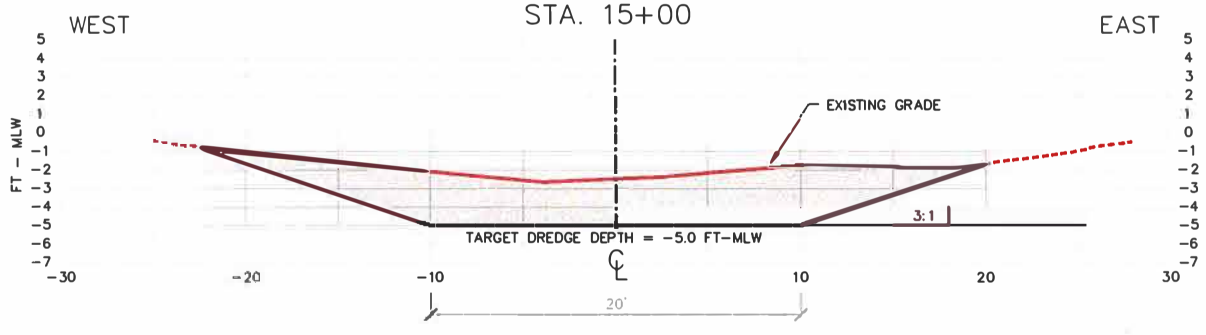


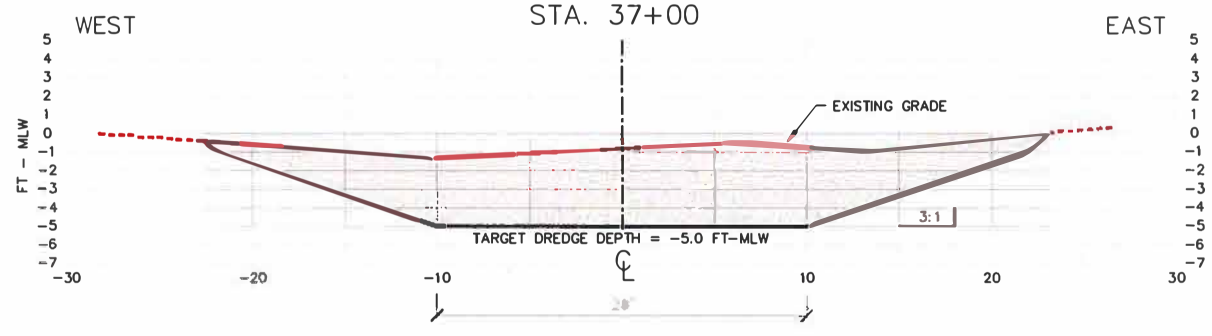












BAYSIDE DREDGING

BAYSIDE DREDGING LLC
5035 ULMERTON ROAD
CLEARWATER, FL 33760
PHONE 727.436.5044 FAX 727.436.5003
www.bayssidedredging.com

MICHAEL J CONNORS LICENSE No.: 38904 STATE OF FLORIDA PROFESSIONAL ENGINEER

MLW = -1.22 ft NAVD
MHW = +1.50 ft NAVD

FOR City of New Smyrna Beach

PROPOSAL	☐
PRELIMINARY	☒
PERMITTING	☐
ISSUED FOR CONSTRUCTION	☐
RECORD DRAWING	☐

24-0401 NSB AQUA AND PINE - BD_FINAL.DWG

EXHIBIT TITLE **PROFILE VIEWS**

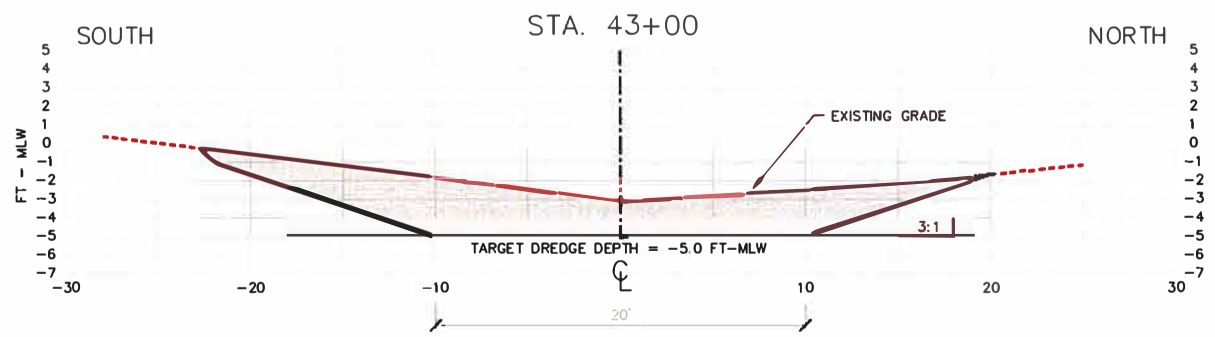
Project Address:
Pine Shores & Aqua Court Canal
New Smyrna Beach, FL

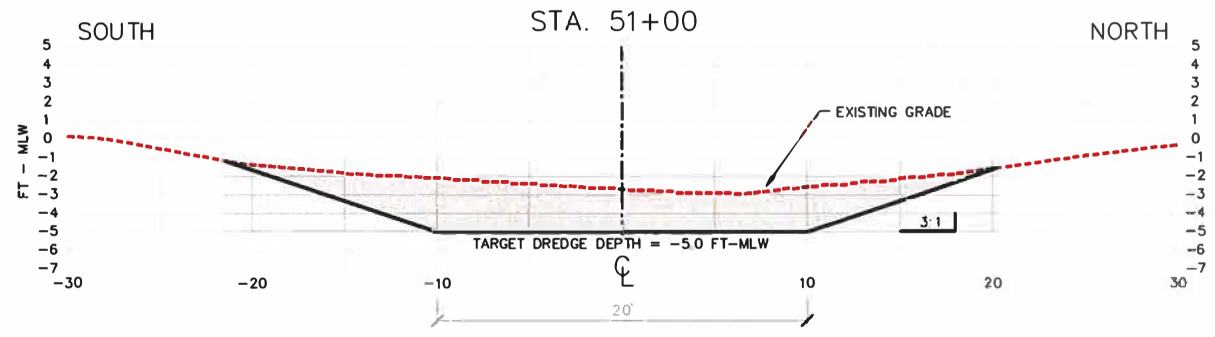
DATE :	11/4/2024
DRAWN BY:	kdavis
CHECKED BY:	bsapp
JOB NO.:	#####

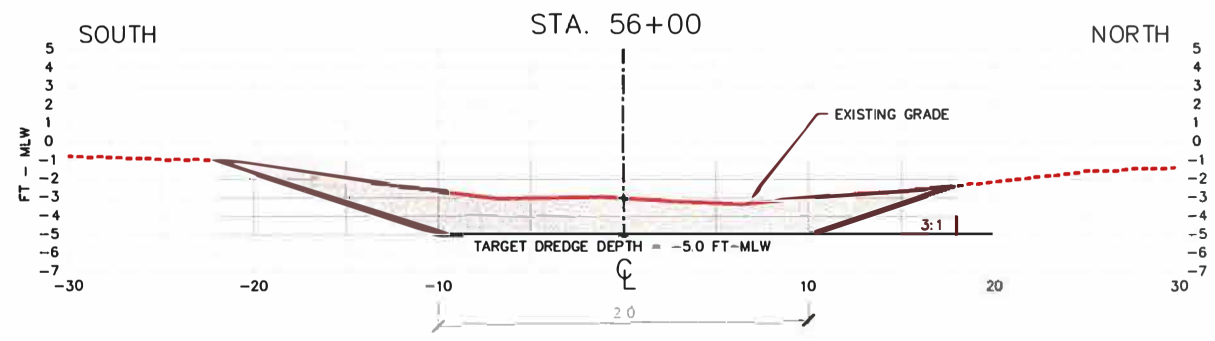
REVISIONS:

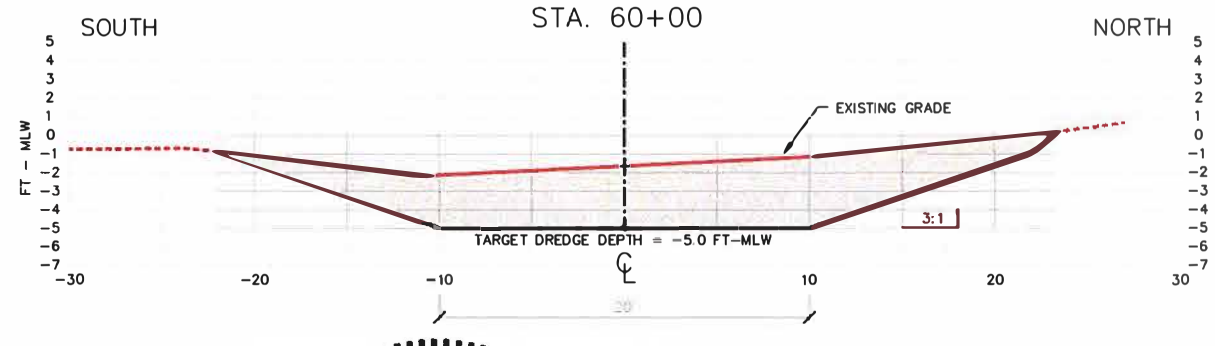
Exhibit No.
SHEET 03.A
SCALE: 1" = 10'

SAJ-2025-00363 Pine Island Dredging (Sheet 28 of 34) 07/29/2025









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CLEARWATER, FL 33760
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www.baysidedredging.com

MICHAEL J CONNORS LICENSE No.: 38904 STATE OF FLORIDA PROFESSIONAL ENGINEER

MLW = 1.07ft NAVD
MHW = +0.50 ft NAVD

FOR City of New Smyrna Beach

PROPOSAL	☐
PRELIMINARY	☒
PERMITTING	☐
ISSUED FOR CONSTRUCTION	☐
RECORD DRAWING	☐

24-0401 NSB AQUA AND PINE - BD_FINAL.DWG

EXHIBIT TITLE **PROFILE VIEWS**

Project Address:
Pine Shores & Aqua Court Canal
New Smyrna Beach, FL

DATE: 11/4/2024
DRAWN BY: kdavis
CHECKED BY: bsapp
JOB NO.: #####

REVISIONS:

Exhibit No.
SHEET 03.B

SCALE: 1" = 10'

SAJ-2025-00363 Pine Island Dredging (Sheet 29 of 34) 07/29/2025



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www.baysidedredging.com

MICHAEL J CONNORS LICENSE No.: 38904 STATE OF FLORIDA PROFESSIONAL ENGINEER 11-4-24

MLW = NAZ ft-NAVD
MHW = +0.50 ft-NAVD

FOR City of New Smyrna Beach

PROPOSAL	☐
PRELIMINARY	☒
PERMITTING	☐
ISSUED FOR CONSTRUCTION	☐
RECORD DRAWING	☐

24-0401 NSB AQUA AND PINE - BD_FINAL.DWG

EXHIBIT TITLE **PLAN VIEW - SURVEY (FT-MLW)**

Project Address:
Pine Shores & Aqua Court Canal
New Smyrna Beach, FL

DATE: 11/4/2024
DRAWN BY: kdavis
CHECKED BY: bsapp
JOB NO.: #####

REVISIONS:

Exhibit No.
SHEET 04.A

SCALE: 1" = 100'



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CLEARWATER, FL 33760
PHONE 727.436.5044 FAX 727.436.5003
www.baysidedredging.com

MICHAEL J CONNORS
LICENSE
No.: 38904
STATE OF
FLORIDA
REGISTERED ENGINEER

MLW = 0.22 ft NAVD
MHW = 0.50 ft NAVD

FOR City of New Smyrna Beach

PROPOSAL	☐
PRELIMINARY	☒
PERMITTING	☐
ISSUED FOR CONSTRUCTION	☐
RECORD DRAWING	☐

24-0401 NSB AQUA AND PINE - BD_FINAL.DWG

EXHIBIT TITLE **PLAN VIEW - SURVEY (FT-MLW)**

Project Address:
Pine Shores & Aqua Court Canal
New Smyrna Beach, FL

DATE: 11/4/2024
DRAWN BY: kdavis
CHECKED BY: bsapp
JOB NO.: #####

REVISIONS:

Exhibit No.
SHEET 04.B

SCALE: 1" = 100'

SAJ-2025-00363 Pine Island Dredging (Sheet 31 of 34) 07/29/2025



BAYSIDE DREDGING

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CLEARWATER, FL 33760
PHONE 727.436.5044 FAX 727.436.5003
www.bayside dredging.com

MICHAEL J CONNORS
LICENSE
No.: 38904
STATE OF FLORIDA
PROFESSIONAL ENGINEER

MLW: -1.27 ft NAVD
MHW: 0.50 ft NAVD

FOR City of New Smyrna Beach

PROPOSAL	☐
PRELIMINARY	☒
PERMITTING	☐
ISSUED FOR CONSTRUCTION	☐
RECORD DRAWING	☐

24-0401 NSB AQUA AND PINE - BD_FINAL.DWG

EXHIBIT TITLE **PLAN VIEW - SURVEY (FT-MLW)**

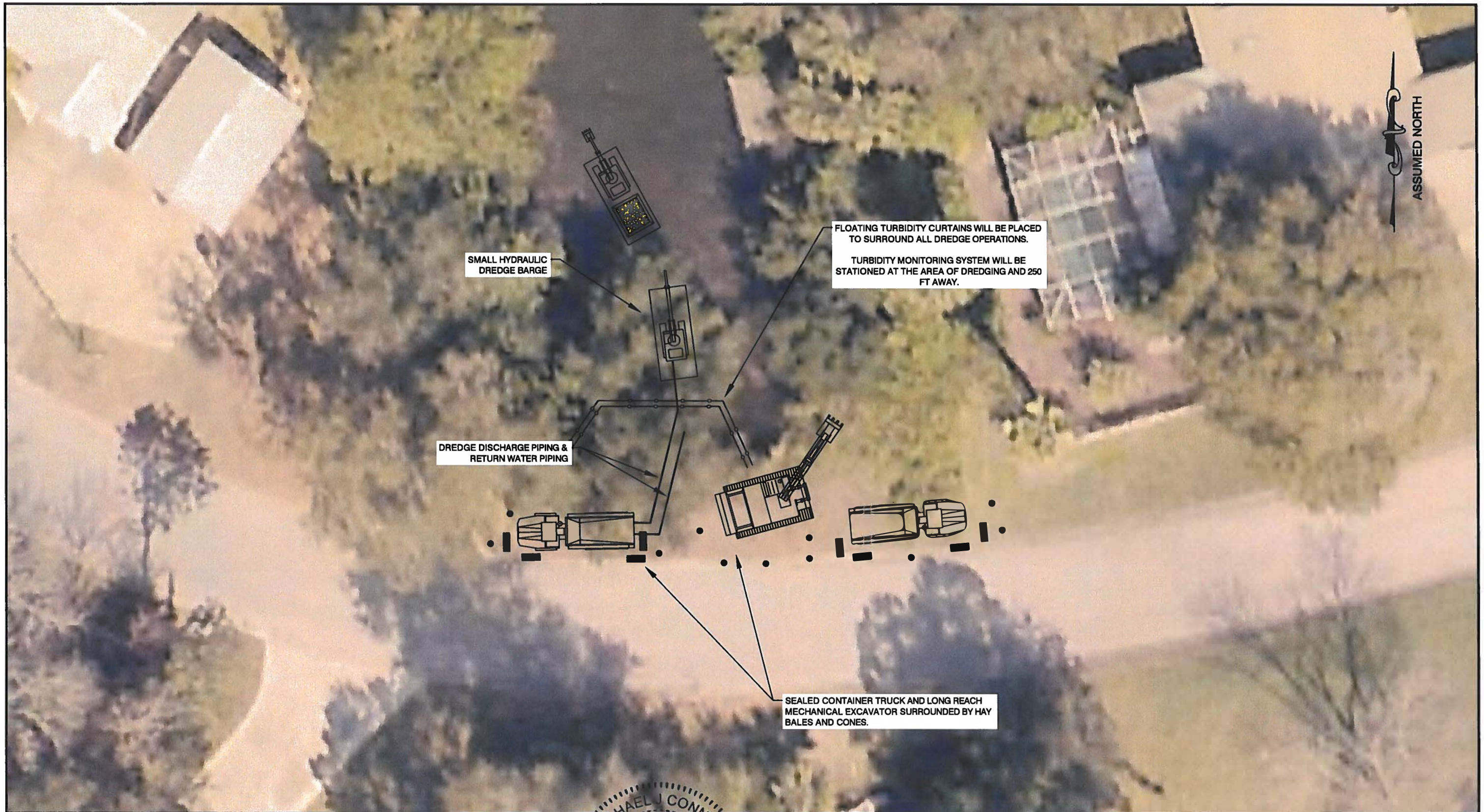
Project Address:
Pine Shores & Aqua Court Canal
New Smyrna Beach, FL

DATE: 11/4/2024
DRAWN BY: kdavis
CHECKED BY: bsapp
JOB NO.: #####

REVISIONS:

Exhibit No.
SHEET 04.C
SCALE: 1" = 100'

SAJ-2025-00363 Pine Island Dredging (Sheet 32 of 34) 07/29/2025



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CLEARWATER, FL 33760
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www.bayside dredging.com

MICHAEL J CONNORS LICENSE No.: 38904 STATE OF FLORIDA PROFESSIONAL ENGINEER

FOR City of New Smyrna Beach

PROPOSAL	☐
PRELIMINARY	☒
PERMITTING	☐
ISSUED FOR CONSTRUCTION	☐
RECORD DRAWING	☐

NSB_SERVICES.DWG

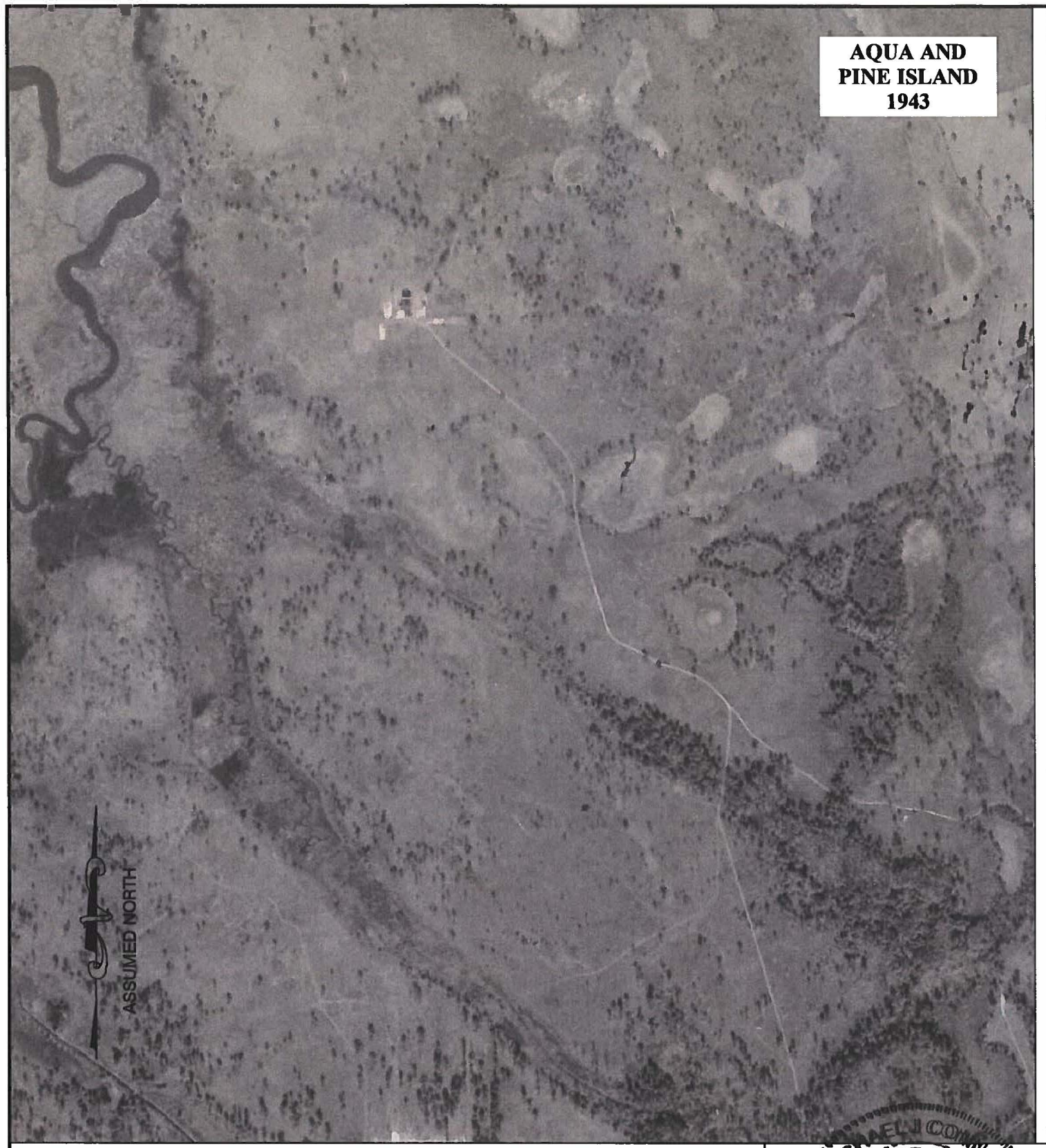
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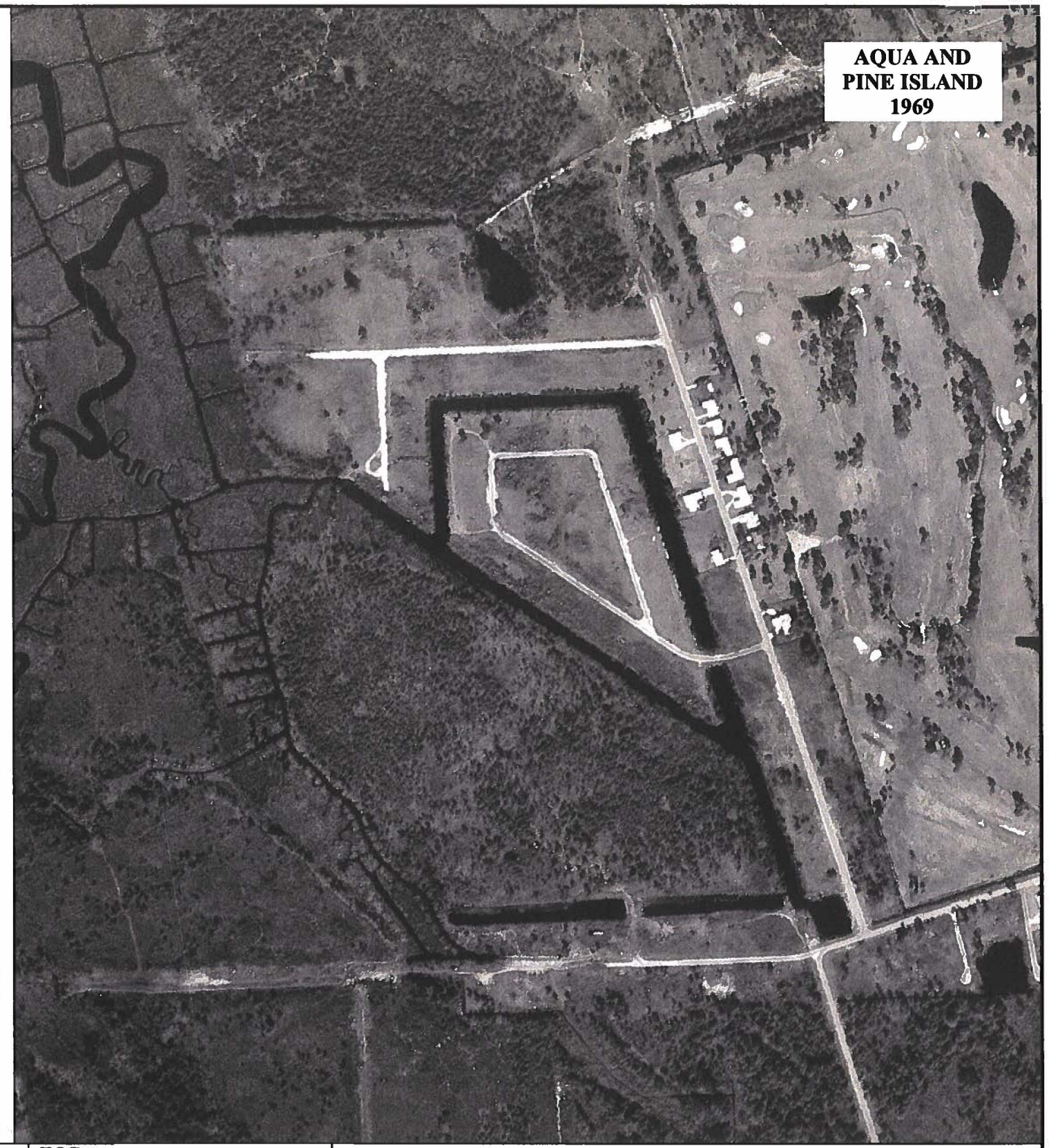
PROJECT LOCATIONS:
Pine Shores & Aqua Court Canal
New Smyrna Beach, FL

DATE:	9/9/2024
DRAWN BY:	kdavis
CHECKED BY:	bsapp
JOB NO.:	#####
REVISIONS:	

Exhibit No.
SHEET 05
SCALE: 1" = 16'

SAJ-2025-00363 Pine Island Dredging (Sheet 33 of 34) 07/29/2025





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CLEARWATER, FL 33760
PHONE 727.436.5044 FAX 727.436.5003
www.baysidedredging.com

MICHAEL J CONNORS
LICENSE
No.: 38904
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
7-24

FOR City of New Smyrna Beach

PROPOSAL	☐
PRELIMINARY	☒
PERMITTING	☐
ISSUED FOR CONSTRUCTION	☐
RECORD DRAWING	☐

NSB_SERVICES.DWG

EXHIBIT TITLE **PLAN VIEW - HISTORICAL AERIALS**

PROJECT LOCATIONS:
Pine Shores & Aqua Court Canal
New Smyrna Beach, FL

DATE: 9/9/2024
DRAWN BY: kdavis
CHECKED BY: bsapp
JOB NO.: #####

REVISIONS:

Exhibit No.
SHEET 06
SCALE: 1" = 500'

SAJ-2025-00363 Pine Island Dredging (Sheet 34 of 34) 07/29/2025

DREDGED MATERIAL MANAGEMENT AREA



NOTE: THE DMMA AREA IS 126,464 SQ. FT. WHICH EQUATES TO A UNIFORM DREDGED MATERIAL STOCKPILE THAT CAN BE READILY CONTROLLED BY THE TRENCHED IN SILT FENCE AND WILL BE SUPPLEMENTED WITH HAY BALES AND A DUAL SILT FENCE RUN AS NEEDED BASED ON SITE OBSERVATIONS BY THE CITY.

TRUCK ROUTE



BAYSIDE DREDGING

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PHONE 727.436.5044 FAX 727.436.5003
www.baysidedredging.com

MICHAEL J CONNORS LICENSE No.: 38904 STATE OF FLORIDA PROFESSIONAL ENGINEER

FOR	City of New Smyrna Beach
PROPOSAL	☐
PRELIMINARY	☒
PERMITTING	☐
ISSUED FOR CONSTRUCTION	☐
RECORD DRAWING	☐
NSB_SERVICES.DWG	

EXHIBIT TITLE: **PLAN VIEW - DMMA SITE**

PROJECT LOCATIONS:
Pine Shores & Aqua Court Canal
New Smyrna Beach, FL

DATE:	9/9/2024
DRAWN BY:	kdavis
CHECKED BY:	bsapp
JOB NO.:	#####
REVISIONS:	

Exhibit No.
SHEET 07
SCALE: N/A

Project Design Criteria (PDCs) for In-Water Activities

AP.7. **Education and Observation**: The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at: http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html

AP.8. **Reporting Interactions with Protected Species**:

a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to: takereport.nmfsser@noaa.gov and SAJ-RD-Enforcement@usace.army.mil. .

b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email: Sawfish@MyFWC.com

c) Sturgeon: Report dead sturgeon to 1-844-STURG 91 (1-844-788-7491) or email: nmfs.ser.sturgeonnetwork@noaa.gov

d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).

e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.

AP.9. **Vessel Traffic and Construction Equipment**: All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:

a) *Construction Equipment*:

i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.

ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.

iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of construction equipment and shall not resume until the species has departed the area of its own volition.

iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

b) *All Vessels*:
   i) Sea turtles: Maintain a minimum distance of 150 ft.
   ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
   iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (http://www.fisheries.noaa.gov/pr/shipstrike/).
   iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
   v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
   vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
   vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

AP.10. **Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:

a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):
   i. Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
   ii. The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cable

line). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.

AP.11.<u>Entanglement</u>: All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.

a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.

b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

Project Design Criteria (PDCs) specific to Activity 3 for Maintenance, Minor, and Muck Dredging

A3.1. Activities covered by this Opinion include:

A3.1.1. Maintenance dredging of existing areas such as canals, channels, basins, berths, marinas, boat slips, and areas around intake and discharge structures. Maintenance dredging will be limited to the depth and width previously authorized by the USACE or other regulatory authority such as FDEP or water management districts. There is no size limit for maintenance dredging so long as it meets the previously authorized depth and width. If the previous authorized depth is unknown, dredging is limited to -7.0 ft MLW including any advanced maintenance or overdredge.

A3.1.2. Minor dredging (non-maintenance) dredging as follows:

A3.1.2.1. For dredging to accommodate vessel mooring at boat slips around docks and marinas, the size is limited to the minimum necessary to accommodate vessel mooring, not to exceed 5,000 ft^2. The maximum allowed dredging depth (including overdredge) cannot exceed the depth of the adjacent navigational channel (i.e., controlling depth) or a maximum depth of -7 ft MLW. For projects located adjacent to federal channels (not within the dredged navigational channel), the dredging depth can exceed -7 ft MLW so long as it does not exceed the controlling depth of the federal channel.

A3.1.2.2. For treasure hunting and salvage operations that use blowers, propeller deflectors, and suctioning devices, the size is limited to a total of 5,000 ft^2 and is limited to sandy areas only.

A3.1.2.3. Minor dredging does not include dredging to create new navigational channels.

A3.1.2.4. Minor dredging includes dredging to accommodate the placement of shoreline stabilization, outfall structures; boat ramps; upland cut boat ramps and basins; temporary platforms, fill, and cofferdams; and placement of erosion and scour control-measures. This type of dredging is usually required to embed materials and/or to allow smooth transition of the work to the natural surrounding elevation.

A3.1.3. Muck Dredging, or removing accumulated organic to restore natural habitats and for water quality enhancement, as follows:

A3.1.3.1. Muck dredging cannot be used to increase water depths to support navigation, access, or vessel mooring.

A3.1.3.2. Dredging depths are limited to only that necessary to remove the muck layer down to natural sediments.

The following PDCs apply to all the activities described in PDC A3.1 above:

A3.2. This Opinion does not cover hopper dredging.

A3.3. With respect to the dredged material, all dredged material must be placed in an USACE-verified upland disposal site, EPA or USACE-designated open water disposal site, USACE Dredged Material Management Area, or USACE-approved beneficial use sites for mitigation or restoration, as long as it meets PDC A3.3.1-A3.3.3 below.

A3.3.1. The disposal sites shall employ erosion control measures such as upland erosion control, such as filtration or berms, or in-water turbidity curtains.

A3.3.2. Handling and storage of dredged material must be completed in a manner that prevents sedimentation, erosion, and turbidity during dewatering, overflow, transferring, and storage of the dredged material. For example, the overwater transfer of dredge material should either contain the dredged material and any water to prevent sedimentation or employ other methods, such as turbidity curtains in the marine environment, to ensure that any turbidity generated as the water is returned to the marine environment is contained. If the applicant conducts sediment testing voluntarily or in compliance with other law, and such testing indicates high levels of contaminants in the sediments to be dredged, water from dewatering should not be released back into the marine environment.

A3.3.3. This Opinion does not cover the use of in-water disposal sites (e.g., beneficial use sites or ocean disposal sites) unless the use of the in-water disposal sites has previously undergone ESA-Section 7 consultation with NMFS for disposal of material at these locations. If the applicant is seeking disposal in an in-water disposal location not previously consulted on by NMFS, then the entire project (both dredging and disposal) must be consulted on separately and is not covered under this Opinion.

A3.3.4. This Opinion applies to upland disposal of beach quality sand on beaches if placed above the existing MHW, if the grain size analysis indicates that the dredged sand is compatible with the existing beach sand, and if the sand placement does not change the existing waterward extension of the beach. Placement of beach sand on nesting beaches above MHW that may affect ESA-listed species is under the jurisdiction of the USFWS.

A3.4. This Opinion does not cover dredging within the mapped and authorized federal navigational channels (e.g., ICW, AIWW, GIWW, or harbors [e.g., Port Canaveral]). Dredging outside of the mapped channel in the surrounding waters is covered.

Project Design Criteria (PDCs) Applicable to All Projects

NOTE - You are required to comply with the following PDCs, which serve to address requirements pursuant to Section 7, Endangered Species Act (ESA) for those listed species and designated critical habitat under purview of the National Marine Fisheries Service Protected, Resources Division. These PDCs are taken from the Programmatic Biological Opinion (PBO) referred to as JaxBO. These criteria serve to address ESA requirements only, and additional conditions may be required to address other Federal laws, including the Magnuson-Stevens Fishery Conservation and Management Reauthorization Act. Authorization under this permit is conditional upon your compliance with all applicable PDCs, which are made part of this permit. You are reminded that you must complete the attached self-certification statement of compliance following completion of the authorized work. Your statement of compliance does not obviate the need to satisfy all PDCs, including those requirements (e.g., such as structural dimensions and educational signs) that are observable post-construction, and those requirements (e.g., construction methods or procedures to be followed) that are not observable post-construction. Please note that failure to comply with the applicable PDCs of this PBO, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute noncompliance with this permit. The NMFS is the appropriate authority to determine compliance with the terms and conditions of this PBO.

AP.1. The applicant must agree to adhere to PDCs for *In-Water Activities* (provided below).

AP.2. All projects involving the installation of piles or sheet piles shall follow the PDCs for *In-Water Noise from Pile and Sheet Pile Installation* (Section 2.2). This Opinion does not cover projects that use seismic surveys, low frequency sonar, explosions, and seismic air guns.

AP.3. All projects proposed in or near areas with mangroves, seagrasses, corals, or hard bottom habitat must refer to PDCs for *Mangroves, Seagrasses, Corals, and Hard Bottom for All Projects* (provided below) to determine whether the project is covered under the Opinion and, if it is covered, to ensure it is sited, designated, and implemented following all of the PDCs in that section.

AP.4. For every project, the USACE must determine if the project is located within:

a) Smalltooth sawfish critical habitat limited exclusion zones (Section 2.1.1.1)
b) Gulf sturgeon critical habitat migratory restriction zones (Section 2.1.1.2)
c) Atlantic sturgeon critical habitat exclusion zone (St. Marys River) (Section 2.1.1.3)
d) North Atlantic right whale educational sign zones (Section 2.1.1.4)
e) U.S. Caribbean sea turtle critical habitat restriction zones (Section 2.1.1.5)
f) Bryde's whale exclusion zone (Section 2.1.1.6)

Where the activity is excluded from the Opinion within a particular zone, the application must be processed under a separate consultation. Where additional restrictions apply to activities within that zone, the USACE or other authorizing entity must ensure that the project meets the requirements for that zone.

AP.5. This Opinion only covers new construction (i.e., installation, repair, replacement) and does not apply to after-the-fact consultations or enforcement actions handled by the Corps.

AP.6. All activities must be completed during daylight hours.

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF NEW SMYRNA BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR STAGING OF EQUIPMENT AND PERSONNEL SUPPORTING EMERGENCY MANAGEMENT ACTIVITIES

August 26, 2025

Background:

The Florida legislature recently passed Senate Bill 1662, effective July 1st, 2025 which amends Chapter 332, Florida Statutes. This amendment includes provisions for the use of certain property of public-use airports by the Florida Department of Transportation to stage equipment and personnel in support of emergency preparedness and response operations upon the declaration of a state of emergency issued by the Governor.

Additional details and text from the Statute is provided below:

332.005(2)(a) *Notwithstanding subsection (1), upon the declaration of a state of emergency issued by the Governor in preparation for or in response to a natural disaster, airports shall, at no cost to the state, provide the Department of Transportation with the opportunity to use any property that is not subject to an existing lease agreement with a third party and that is not within the air navigation facility as defined in s. 332.01(4) for the staging of equipment and personnel to support emergency preparedness and response operations.*

Airport staff have coordinated with the FDOT and identified several areas of airport property that could be used for emergency purposes with little or no impact to airport operations.

Findings:

Staff recommend the approval of the Emergency Basecamp Lease agreement between the City and the FDOT.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Arvin Weese - Airport Director

Attachments:

City of NSB_FDOT Emergency Basecamp Lease.docx
BASECAMP LEASE EXHIBIT A.png
Senate Bill 1662.pdf

LICENSE AGREEMENT
BY AND BETWEEN
THE CITY OF NEW SMYRNA BEACH
AND
FLORIDA DEPARTMENT OF TRANSPORTATION

This LICENSE AGREEMENT ("Agreement") is executed and effective this _____ day of _____, 2025 ("Effective Date"), by and between the City of New Smyrna Beach, ("Authority"), and The Florida Department of Transportation, an executive agency of the State of Florida ("Licensee," and both Authority and Licensee together referred to as the "Parties")

RECITALS:

WHEREAS, the Authority owns and operates the New Smyrna Beach Airport, located in Volusia County, Florida; and

WHEREAS, Licensee is desirous of utilizing a location at the New Smyrna Beach Airport to support its emergency response team activities in the event Licensee needs to mobilize during a declared state of emergency; and

WHEREAS, the Authority is amenable to licensing a portion of land at the New Smyrna Beach Airport to Licensee as defined herein and, inasmuch as Licensee is a public entity, this Agreement is exempt from competition pursuant to Section 2.05(A)(10) of Authority's Procurement Code;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, Authority and Licensee do hereby acknowledge the above recitals as true, and mutually undertake and agree to the following terms and conditions:

1. Premises: Authority hereby licenses to Licensee use of approximately 22.6 acres of land as depicted on the attached Exhibit A ("Premises"). Licensee shall have exclusive rights to a portion of the Premises when in use for staging, fueling and/or other base camps functions. Authority will deliver said Premises in "AS IS" condition and Authority grants no warranties or representations, express or implied, with regard to such.

2. Rights and Uses: The Premises will be available and utilized by Licensee into response to a state of emergency declared by the Governor or the President for the limited purpose of establishing and operating base camp facilities. Base camp facilities, include, without limitation, sleeping quarters, dining facilities, meeting rooms, communications equipment, latrines, showers, hand-washing stations, vehicle parking and temporary storage of equipment, materials and tools utilized by Licensee's employees and contractors. No other uses of the Premises are permitted unless agreed to in writing by the Parties prior to said use. Authority will not be liable for Licensee's use of the Premises, authorized or otherwise, nor will Authority be liable for the suitability of the Premises for Licensee's intended and/or contemplated use thereof.

3. Initial Term: The term of this Agreement ("Term") shall be for one (1) year, beginning on the Effective Date.

4. Renewal Options: The Term of this Agreement may be renewed for up to four (4) additional one (1) year periods (each an "Additional Term") upon mutual agreement of both Parties by giving written notice to the other party at least 90 days in advance of the expiration of the Initial Term or any Additional Term.

Notwithstanding the foregoing, the Term of this agreement, including Additional Terms, shall not exceed five (5) years without formal approval of Authority's Board.

All reports and other correspondence should be addressed as indicated in the Article hereof entitled, "Notices and Communications."

5. Notices and Communications: All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses set forth below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by email, in which case notice shall be deemed delivered upon receipt of confirmation of transmission of such email notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt.

To Authority:

Address for written notices:

602 Skyline Drive
New Smyrna Beach, FL
32168

Addresses for email notices:

airport@cityofnsb.com

aweese@cityofnsb.com

_____

using the subject line—Re: FDOT/City of New Smyrna Beach and reason for the notice (e.g., emergency response, base camp mobilizing, request for improvements)

To Licensee:

_____

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this Article.

6. Obligations of Licensee: Licensee shall:

A. Provide no less than 72-hour notice prior to occupying and using the Premises. In the event less than 72-hour notice is provided, Licensee must contact the New Smyrna Beach Airport Management for access accommodations.
B. Be responsible for maintaining the Premises and ensuring safe parking and storage conditions for its employees and subcontractors. Licensee, its employees, and subcontractors will abide by all security protocols and operating procedures directed by Authority.
C. Remove all vehicles, equipment, and materials upon termination of this Agreement or upon request from Authority.
D. Conduct its operation hereunder in a safe, orderly and proper manner, as to not disrupt other users and operations at the New Smyrna Beach Airport,
E. Not commit any nuisance, waste, or damage to the Premises and shall not do or permit to be done anything that may result in the creation, commission, or maintenance of such nuisance, waste, it damage to the Premises.

Additionally, upon termination of this Agreement, Authority reserves the right to require the Licensee to return the Premises to its original condition, defined as the condition of the Premises prior to the use and occupancy by Licensee. including leveling and grading to ensure proper drainage, along with the application of grass seed or sod.

Upon termination or expiration of this Agreement, Authority reserves the right to remove and dispose of any and all vehicles, equipment, supplies, materials and/or other items abandoned by Licensee, at Licensee's expense, which expense will include but may not be limited to removal, clean-up and disposal fees and costs, as well as costs associated with the application of grass sod or seed. The Authority shall provide the Licensee with a minimum of ten (10) clays prior written notice identifying what vehicles, equipment, supplies, materials and/or other items it deems abandoned arid indicating its intent to remove and dispose of the same.

7. Obligations of Authority: Authority will provide a designated means of access to the Premises and will not unreasonably interfere with Licensee's use and enjoyment of the Premises.

8. Authority's Rights: Authority will not be liable for, or required to make, any repairs or perform any maintenance upon the Premises. Notwithstanding the foregoing, any and all requests for maintenance upon the Premises by Licensee must have prior written approval from the Authority.

9. Leasehold Improvements: Notwithstanding any requirements or obligations contained herein, Licensee will make no alterations or improvements to the Premises without the prior written consent of the Authority. Any improvements or alterations made by Licensee and approved by the Authority, either to the Premises or within Exhibit A, as required to support operations within the Premises. Any changes or additions to Licensee Improvements shall require further Authority review and approval.

10. Compliance With Laws, Regulations, Ordinances, Rules: Licensee will at all times comply with applicable federal, state, and local laws and regulations, and the Authority Leasehold Development Standards and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, Authority or New Smyrna Beach Airport Management including but not limited to permitted and restricted activities, security matters, parking,

ingress and egress, environmental and storm water regulations, and any other operational matters related to the operation of the New Smyrna Beach Airport. This will include but not be limited to Licensee precluding its employees, subcontractors, customers, or invitees from entering upon any restricted area of the New Smyrna Beach Airport as noted in procedures, rules, or regulations of the federal, state, or local governments or the Authority.

11. Hold Harmless/Indemnification: Only to the extent permissible under applicable Florida Law, not to exceed the limitations of liability for tort actions set forth In §768.28, Florida Statutes, and subject to specific appropriation from the Legislature, Licensee will fully indemnify, defend, and hold Authority harmless from and against all claims or actions and all expenses incidental thereto based upon or arising out of the damages or injuries of every description whatsoever to persons or property due to the use by Licensee of the Premises under this Agreement excluding only the negligence or willful misconduct of Authority, its officers, agents, or employees. The undersigned on behalf of Licensee hereby waive any and all claims, causes of action, rights, or privileges it may have against the Authority resulting from the permitted use under this Agreement and access to the Premises excluding only the negligence or willful misconduct of the Authority, its officers, agents, or employees. The Parties are public entities existing under the laws of the State of Florida and are, therefore, protected by the provisions of Florida Statute 768.28 and related statutes. Any indemnification, attorneys' fees, or related obligations assigned hereunder are limited to the provisions of Florida Statute 768.28 and related statutes. Nothing in this Agreement will be deemed or otherwise interpreted as a waiver of either Party's sovereign immunity protections, or as increasing the limits of liability set forth in Florida Statute 768.28 and related statutes, as the same may be amended from time to time**.**

12. Compliance with Environmental Laws: Licensee will comply with all applicable Environmental Laws insofar as they relate to Licensee's operations at the New Smyrna Beach Airport and Licensee accepts full responsibility and liability for such compliance.

13. Environmental Representations: The term "Hazardous Materials" will be defined to include any substance identified as "hazardous substances" in the Comprehensive Enforcement Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended ("CERCLA") or identified as "hazardous waste" in the Resource Conservation and Recovery Act, 42 U.S. C. Section 6901 et seq., as amended ("RCRA") or other similar applicable federal or state laws and regulations (collectively, "Environmental Laws"), including but not limited to materials such as asbestos PCB's and urea-formaldehyde.

The term "Hazardous Waste" will be defined to include any substance identified as "hazardous waste" in 40 C.F.R. Parts 2260-265 and appendices, promulgated pursuant to the RCRA and Rule 62-730, Florida Administrative Code, as amended.

Notwithstanding any other provisions of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Licensee. Licensee hereby expressly warrants, guarantees, and represents to Authority, upon which Authority expressly relies that:

A. Licensee is knowledgeable of any and all federal, state, regional, and local governmental laws, ordinances, regulations, orders, and rules, without limitation, which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Licensee of its operations pursuant to or upon the Premises. Licensee will keep informed of future changes in environmental laws.

B. Licensee will comply with all applicable federal, state, regional, and local laws, regulations, and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility

and liability for such compliance.

C. Licensee will, prior to commencement of any such operations pursuant to this License, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof.

D. Licensee, its employees, agents, contractors, and all persons working for, or on behalf of Licensee, have been fully and properly trained in the handling and storage of all such hazardous waste materials and other pollutants and contaminants; and such training complies with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders, and standards which are now or are hereinafter promulgated.

E. Licensee will neither handle nor store any toxic waste or unsuitable materials on the Premises.

F. Licensee will provide Authority satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.

G. Licensee will cooperate with any investigation, audit, or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation.

14. Environmental Remediation: With regard to any contamination caused by Licensee or arising by reason of Licensee's use or occupancy of the Premises, Licensee will immediately take such action as is necessary to cleanup and remediate the Premises at its own expense in accordance with applicable Environmental Laws. The remediation must continue until the Governmental Authorities with jurisdiction have determined that no further action is necessary; it being understood and agreed that Licensee will be obligated to clean up and remediate the Premises to achieve such standards or clean up levels as are reasonably required by the Authority for properties at the New Smyrna Beach Airport. If the Authority is unable to lease the Premises during the period of clean up and remediation due to the environmental condition or clean-up work being performed, in addition to any other damages, Licensee will pay to Authority lost rent and/or costs associated with lost use of the Premises.

15. Federal Storm Water Reputations: Licensee acknowledges that certain properties and uses of properties within the New Smyrna Beach Airport or on Authority owned land are subject to federal storm water regulations as set forth in 40 CFR Part 122. Licensee will observe and abide by said regulations as applicable to the Premises thereof.

Licensee will participate in any Authority-organized task force or other work group established to coordinate storm water activities at the New Smyrna Beach Airport. In addition, Licensee will participate in Authority's Environmental Compliance Program and is subject to and agrees to periodic inspections conducted by City of New Smyrna Beach staff to monitor the management, handling, storage, and disposal practices associated with any vehicle, substances, hazardous substances, or waste materials.

Licensee will be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures to the extent resulting from the improper use, handling, storage, or disposal of all pollutants or contaminated materials, as same are defined by law, by Licensee or by Licensee's employees, invitees, suppliers, or service providers regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Licensee pursuant to the terms of this Agreement.

16. Rights Reserved to Authority: Rights not specifically granted to Licensee by this Agreement are expressly and independently reserved to Authority. Authority expressly reserves the right to prevent any use of the described Premises which would interfere with or adversely affect the operation or maintenance of the New Smyrna Beach Airport and Authority's tenants, or otherwise constitute an disruption or general hazard.

Signature Page Following

Authority and Licensee agree to the terms and conditions contained herein. Each of the Parties hereto agrees that it will execute and file or record such documents and instruments and perform such acts as any party may from time-to-time reasonably request of the other or as may be necessary to effectuate the intents and purposes of this Agreement.

Authority: _____

Signature: _____

Printed Name: _____

Title: _____

Licensee: Florida Department of Transportation

Signature: _____

Printed Name: _____

Title: _____

Attestors for Authority:

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Approved as to Form for the Use and Reliance of the _____ Authority only.

Attestors for Licensee:

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____



An act relating to transportation; amending s. 20.23, F.S.; authorizing the Secretary of Transportation to appoint a specified number of assistant secretaries; specifying titles for such assistant secretaries; authorizing the secretary to appoint an Executive Director of Transportation Technology; specifying that such assistant secretaries and executive director positions are exempt from career service and are included in the Senior Management Service; revising qualifications for members of the Florida Transportation Commission; requiring the commission to monitor transit entities that receive certain funding; requiring members of the commission to follow certain standards of conduct; providing legislative findings and intent; creating the Florida Transportation Research Institute; specifying the purpose and mission of the institute; requiring the institute to report to the Department of Transportation; providing for membership of the institute; requiring the department to select a member to serve as the administrative lead of the institute; requiring the Secretary of Transportation to appoint a representative of the department to serve as the executive director of the institute; requiring the department to coordinate with the members of the institute to adopt certain policies; authorizing the institute to award certain grants; authorizing the department to allocate funds to the institute from the State Transportation Trust

Fund; authorizing the institute to expend funds for certain operations and programs; requiring the institute to submit an annual report to the Secretary of Transportation and the commission; revising the department's areas of program responsibility; amending s. 311.07, F.S.; providing that certain spaceport and space industry-related facility projects and commercial shipbuilding and manufacturing facility projects are eligible for grant funding under the Florida Seaport Transportation and Economic Development Program; amending s. 311.09, F.S.; revising the purpose of the Florida Seaport Transportation and Economic Development Council; requiring that the Florida Seaport Mission Plan include certain recommendations; requiring each port member of the council to submit a certain semiannual report to the department; amending s. 311.10, F.S.; requiring seaports located in specified counties to include certain statements in any agreement with the department as a condition of receiving certain grants or state funds; defining the term "cargo purposes"; amending s. 311.101, F.S.; revising the definition of the term "intermodal logistics center"; creating an intermodal logistics center working group within the department; providing the composition of the working group membership; specifying that members of the working group serve without compensation but are eligible for per diem and travel expenses; providing responsibilities of the working group; requiring the

working group to submit a report to the Governor and the Legislature by a specified date; providing for the future repeal of the working group; amending s. 316.003, F.S.; revising the definition of the term "special mobile equipment"; repealing s. 316.0741, F.S., relating to high-occupancy-vehicle lanes; amending s. 316.0745, F.S.; deleting language limiting the state funds that may be withheld due to certain violations by a public body or official to state funds for traffic control purposes; providing that such violations are cause for the withholding of state funds deposited in the State Transportation Trust Fund; amending s. 316.550, F.S.; authorizing the department to issue a mobile crane special blanket permit for certain purposes; amending s. 320.084, F.S.; providing for disabled veteran motor vehicle license plates in lieu of "DV" motor vehicle license plates; revising construction; amending s. 320.0848, F.S.; conforming a provision to changes made by the act; amending s. 330.27, F.S.; revising definitions and defining terms; amending s. 330.30, F.S.; requiring a private airport of public interest to obtain a certain certificate from the department before allowing aircraft operations; requiring certain private airports to obtain a certain certificate from the department by a specified date; creating s. 330.355, F.S.; prohibiting publicly owned airports from charging a landing fee established on or after a specified date for certain aircraft operations;

amending s. 331.371, F.S.; authorizing the department, in consultation with the Department of Commerce and the Department of Environmental Protection, to fund certain infrastructure projects and projects associated with certain critical infrastructure projects; requiring such departments to coordinate in funding certain projects for a specified purpose; amending s. 332.003, F.S.; revising a short title; amending s. 332.005, F.S.; requiring airports to provide the Department of Transportation with the opportunity to use certain airport property for a specified purpose during a declared state of emergency; requiring that such use be conducted pursuant to a written agreement after a certain period of use; amending s. 332.006, F.S.; deleting a requirement that the department meet certain duties and responsibilities within the resources provided pursuant to a specified chapter; providing duties and responsibilities of the department relating to certain educational services; amending s. 332.007, F.S.; requiring commercial service airports to establish and maintain a certain program; defining the term "airport infrastructure"; requiring that such airports provide a certain annual certification to the department; requiring that a certain program report be open to department inspection and maintained for a specified period; providing requirements for such program; revising the list of projects for which the department must provide priority funding; authorizing the

department to fund eligible projects performed by certain organizations and postsecondary education institutions; providing that certain programs are eligible projects; authorizing the department to provide certain matching funds; revising the circumstances in which the department may fund strategic airport investment projects; amending s. 332.0075, F.S.; revising definitions; requiring that certain information remain posted on a governing body's website for a certain period; revising the information that must be included on such website; requiring the quarterly, rather than annual, update of certain information; revising information that the governing body of a commercial service airport must submit to the department annually; requiring a commercial service airport to provide certain notifications to the department; creating s. 332.15, F.S.; requiring the department to address certain needs in the statewide aviation system plan and the department's work program, designate a certain subject matter expert, conduct a specified review, and, in coordination with the Department of Commerce, provide certain coordination and assistance for the development of a viable advanced air mobility system plan; amending s. 334.044, F.S.; revising the general powers and duties of the department; amending s. 334.045, F.S.; requiring certain measures developed and adopted by the Florida Transportation Commission to assess performance in a specified business

development program, instead of disadvantaged business enterprise and minority business programs; creating s. 334.615, F.S.; authorizing certain parking authorities to operate, manage, and control certain parking facilities upon entering into certain interlocal agreements; creating s. 334.62, F.S.; providing legislative findings; establishing the Florida Transportation Academy within the department; authorizing the department to coordinate with certain entities for specified purposes; amending s. 335.182, F.S.; defining the term "modification of an existing connection"; revising the definition of the term "significant change"; amending s. 335.187, F.S.; authorizing the department to modify or revoke certain access permits by requiring modification of an existing connection in certain circumstances; amending s. 337.027, F.S.; revising the definition of the term "small business"; authorizing the department to provide notice of certain opportunities; amending s. 337.11, F.S.; requiring the department to give consideration to small business participation, instead of disadvantaged business enterprise participation; repealing s. 337.125, F.S., relating to socially and economically disadvantaged business enterprises and notice requirements; repealing s. 337.135, F.S., relating to socially and economically disadvantaged business enterprises and punishment for false representation; repealing s. 337.139, F.S., relating to efforts to encourage awarding contracts to

disadvantaged business enterprises; amending s. 337.18, F.S.; authorizing the Secretary of Transportation to require a surety bond in an amount that is less than the awarded contract price; amending s. 337.251, F.S.; revising factors that may be considered by the department when selecting certain proposals; amending s. 337.401, F.S.; prohibiting a municipality from prohibiting, or requiring a permit for, the installation of certain public sewer transmission lines; amending s. 337.406, F.S.; prohibiting camping on any portion of the right-of-way of the State Highway System; providing applicability; amending s. 338.227, F.S.; revising the purpose for which the department and the Department of Management Services shall create and implement a certain outreach program; repealing s. 339.0805, F.S., relating to funds to be expended with certified disadvantaged business enterprises, a construction management development program, and a bond guarantee program; amending s. 339.135, F.S.; revising the reports required to be submitted to the legislative appropriations committees by the department for purposes of legislative budget requests and requests for lists of additional transportation projects; amending s. 339.2821, F.S.; requiring the department to ensure that it is supportive of small businesses, rather than ensuring that small and minority businesses have equal access to participation in certain transportation projects; repealing s. 339.287,

F.S., relating to electric vehicle charging stations and infrastructure plan development; amending s. 339.63, F.S.; deleting the definition of the term "intermodal logistics center"; amending s. 339.651, F.S.; authorizing, rather than requiring, the department to make a certain amount available from the existing work program to fund certain projects annually; deleting the scheduled repeal of provisions relating to Strategic Intermodal System supply chain demands; amending s. 341.051, F.S.; providing for the reallocation of certain funds; deleting the scheduled repeal of provisions providing for the reallocation of certain funds; amending s. 341.052, F.S.; revising the list of providers to which certain block grant funds shall be provided; revising the specified report used to verify certain data; amending s. 348.754, F.S.; revising the types of businesses the Central Florida Expressway Authority is required to encourage the inclusion of in certain opportunities; amending s. 349.03, F.S.; revising membership requirements for the governing body of the Jacksonville Transportation Authority; amending ss. 110.205, 322.27, 365.172, 379.2293, 493.6101, and 493.6403, F.S.; conforming cross-references and provisions to changes made by the act; requiring the department to coordinate with state agencies and water management districts to establish a workgroup for a certain purpose relating to statewide mapping programs; providing that the department is the lead agency for the development and review of certain

policies, practices, and standards for a specified fiscal year; authorizing the department to issue a request for proposals for the procurement of a program to manage certain survey, mapping, and data collection; requiring the department, in coordination with the workgroup, to review state statutes and policies related to geospatial data sharing and make certain recommendations to the Legislature by a certain date; providing requirements for such recommendations; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Present subsections (3) through (6) of section 20.23, Florida Statutes, are redesignated as subsections (4) through (7), respectively, a new subsection (3) is added to that section, and paragraph (d) of subsection (1), paragraphs (a), (b), and (g) of subsection (2), and paragraph (b) of present subsection (3) of that section are amended, to read:

20.23 Department of Transportation.—There is created a Department of Transportation which shall be a decentralized agency.

(1)

(d) The secretary may appoint ~~up to~~ three assistant secretaries, who shall serve as the Chief Operations Officer, Chief Finance and Administration Officer, and Chief Strategic Development Officer, respectively; be directly responsible to the secretary; and ~~who shall~~ perform such duties as are assigned by the secretary. The secretary may also appoint an Executive

Director of Transportation Technology. Such assistant secretary and executive director positions are exempt from career service pursuant to s. 110.205(2)(j) and are included in the Senior Management Service. The secretary shall designate to an assistant secretary the duties related to enhancing economic prosperity, including, but not limited to, the responsibility of liaison with the head of economic development in the Executive Office of the Governor. Such assistant secretary shall be directly responsible for providing the Executive Office of the Governor with investment opportunities and transportation projects that expand the state's role as a global hub for trade and investment and enhance the supply chain system in the state to process, assemble, and ship goods to markets throughout the eastern United States, Canada, the Caribbean, and Latin America. The secretary may delegate to any assistant secretary the authority to act in the absence of the secretary.

(2)(a)1. The Florida Transportation Commission is hereby created and shall be composed ~~consist~~ of nine members appointed by the Governor subject to confirmation by the Senate. Members of the commission shall serve terms of 4 years each.

2. Members shall be appointed in such a manner as to equitably represent all geographic areas of the state. Each member must be a registered voter and a citizen of the state. At least three members of the commission must be representatives of or possess expertise in the higher education, transportation, or workforce development industries ~~Each member of the commission must also possess business managerial experience in the private sector~~.

3. A member of the commission shall represent the

transportation needs of the state as a whole and may not subordinate the needs of the state to those of any particular area of the state.

4. The commission is assigned to the Office of the Secretary of the Department of Transportation for administrative and fiscal accountability purposes, but it shall otherwise function independently of the control and direction of the department.

(b) The commission shall:

1. Recommend major transportation policies for the Governor's approval and assure that approved policies and any revisions are properly executed.

2. Periodically review the status of the state transportation system, including highway, transit, rail, seaport, intermodal development, and aviation components of the system, and recommend improvements to the Governor and the Legislature.

3. Perform an in-depth evaluation of the annual department budget request, the Florida Transportation Plan, and the tentative work program for compliance with all applicable laws and established departmental policies. Except as specifically provided in s. 339.135(4)(c)2., (d), and (f), the commission may not consider individual construction projects but shall consider methods of accomplishing the goals of the department in the most effective, efficient, and businesslike manner.

4. Monitor the financial status of the department on a regular basis to assure that the department is managing revenue and bond proceeds responsibly and in accordance with law and established policy.

5. Monitor on at least a quarterly basis the efficiency, productivity, and management of the department using performance and production standards developed by the commission pursuant to s. 334.045.

6. Perform an in-depth evaluation of the factors causing disruption of project schedules in the adopted work program and recommend to the Governor and the Legislature methods to eliminate or reduce the disruptive effects of these factors.

7. Recommend to the Governor and the Legislature improvements to the department's organization in order to streamline and optimize the efficiency of the department. In reviewing the department's organization, the commission shall determine if the current district organizational structure is responsive to this state's changing economic and demographic development patterns. The report by the commission must be delivered to the Governor and the Legislature by December 15 each year, as appropriate. The commission may retain experts as necessary to carry out this subparagraph, and the department shall pay the expenses of the experts.

8. Monitor the efficiency, productivity, and management of the agencies and authorities created under chapters 348 and 349; the Mid-Bay Bridge Authority re-created pursuant to chapter 2000-411, Laws of Florida; ~~and~~ any authority formed under chapter 343; and any transit entity that receives funding under the public transit block grant program pursuant to s. 341.052. The commission shall also conduct periodic reviews of each agency's and authority's operations and budget, acquisition of property, management of revenue and bond proceeds, and compliance with applicable laws and generally accepted

accounting principles.

(g) A member of the commission shall follow the standards of conduct for public officers provided in s. 112.313 ~~may not have any interest, direct or indirect, in any contract, franchise, privilege, or other benefit granted or awarded by the department~~ during the term of his or her appointment and for 2 years after the termination of such appointment.

(3) The Legislature finds that the transportation industry is critical to the economic future of this state and that the competitiveness of the industry in this state depends upon the development and maintenance of a qualified workforce and cutting-edge research and innovation. The Legislature further finds that the transportation industry in this state has varied and complex workforce needs ranging from technical and mechanical training to continuing education opportunities for workers with advanced degrees and certifications. The timely need also exists for coordinated research and innovation efforts to promote emerging technologies and innovative construction methods and tools and to address alternative funding mechanisms. It is the intent of the Legislature to support programs designed to address the workforce development needs of the state's transportation industry.

(a) The Florida Transportation Research Institute is created as a consortium of higher education professionals. The purpose of the institute is to drive cutting-edge research, innovation, transformational technologies, and breakthrough solutions and to support workforce development efforts that contribute to this state's transportation industry.

(b) The mission of the institute is to advance the state's

transportation infrastructure and systems through research, education, and engagement for a safer and more efficient, resilient, and innovative movement of people and goods throughout this state.

(c) The institute shall report to the department and shall be composed of members from the University of Florida, Indian River State College, the University of Central Florida, the University of South Florida, and Florida International University. The department shall select a member to serve as the administrative lead of the institute. The department shall assess the performance of the administrative lead periodically to ensure accountability and assess the attainment of performance goals.

(d) The Secretary of Transportation shall appoint a representative of the department to serve as the executive director of the institute. The department shall coordinate with the members of the institute to adopt policies establishing the institute's executive committee and mission statement.

(e) The institute may award grants in alignment with its purpose. Such grants may be directed to member and nonmember institutions that have a proven expertise relevant to the grant, including not-for-profit organizations and institutions of higher education.

(f) The department may allocate funds to the institute from the State Transportation Trust Fund. The institute may expend such funds for the institute's operations and programs to support research and innovation projects that provide solutions for this state's transportation needs.

(g) The institute shall submit an annual report of

performance metrics to the Secretary of Transportation and the commission. The report must include, but is not limited to, expenditures of funds allocated to the institute by the department, ongoing and proposed research efforts, and the application and success of past research efforts.

(4) ~~(3)~~

(b) The secretary may appoint positions at the level of deputy assistant secretary or director which the secretary deems necessary to accomplish the mission and goals of the department, including, but not limited to, the areas of program responsibility provided in this paragraph, each of whom shall be appointed by and serve at the pleasure of the secretary. The secretary may combine, separate, or delete offices as needed in consultation with the Executive Office of the Governor. The department's areas of program responsibility include, but are not limited to, all of the following:

1. Administration.
2. Planning.
3. Supply chain and modal development.
4. Design.
5. Highway operations.
6. Right-of-way.
7. Toll operations.
8. Transportation technology.
9. Information technology ~~systems~~.
10. Motor carrier weight inspection.
11. Work program and budget.
12. Comptroller.
13. Construction.

14. Statewide corridors.

15. Maintenance.

16. Forecasting and performance.

17. Emergency management.

18. Safety.

19. Materials.

20. Infrastructure and innovation.

21. Permitting.

22. Traffic operations.

23. Operational technology.

Section 2. Paragraph (b) of subsection (3) of section 311.07, Florida Statutes, is amended to read:

311.07 Florida seaport transportation and economic development funding.—

(3)

(b) Projects eligible for funding by grants under the program are limited to the following port facilities or port transportation projects:

1. Transportation facilities within the jurisdiction of the port.

2. The dredging or deepening of channels, turning basins, or harbors.

3. The construction or rehabilitation of wharves, docks, structures, jetties, piers, storage facilities, cruise terminals, automated people mover systems, or any facilities necessary or useful in connection with any of the foregoing.

4. The acquisition of vessel tracking systems, container cranes, or other mechanized equipment used in the movement of cargo or passengers in international commerce.

5. The acquisition of land to be used for port purposes.

6. The acquisition, improvement, enlargement, or extension of existing port facilities.

7. Environmental protection projects which are necessary because of requirements imposed by a state agency as a condition of a permit or other form of state approval; which are necessary for environmental mitigation required as a condition of a state, federal, or local environmental permit; which are necessary for the acquisition of spoil disposal sites and improvements to existing and future spoil sites; or which result from the funding of eligible projects listed in this paragraph.

8. Transportation facilities as defined in s. 334.03(30) which are not otherwise part of the Department of Transportation's adopted work program.

9. Intermodal access projects.

10. Construction or rehabilitation of port facilities as defined in s. 315.02, excluding any park or recreational facilities, in ports listed in s. 311.09(1) with operating revenues of $5 million or less, provided that such projects create economic development opportunities, capital improvements, and positive financial returns to such ports.

11. Seaport master plan or strategic plan development or updates, including the purchase of data to support such plans.

12. Spaceport or space industry-related planning or construction of facilities on seaport property which are necessary or useful for advancing the space industry in this state and provide an economic benefit to this state.

13. Commercial shipbuilding and manufacturing facilities on seaport property, if such projects provide an economic benefit

to the community in which the seaport is located.

Section 3. Subsections (1) and (3) of section 311.09, Florida Statutes, are amended to read:

311.09 Florida Seaport Transportation and Economic Development Council.—

(1) The Florida Seaport Transportation and Economic Development Council is created within the Department of Transportation. The purpose of the council is to support the growth of seaports in this state through review, development, and financing of port transportation and port facilities. The council is composed ~~consists~~ of the following 18 members: the port director, or the port director's designee, of each of the ports of Jacksonville, Port Canaveral, Port Citrus, Fort Pierce, Palm Beach, Port Everglades, Miami, Port Manatee, St. Petersburg, Putnam County, Tampa, Port St. Joe, Panama City, Pensacola, Key West, and Fernandina; the secretary of the Department of Transportation or his or her designee; and the secretary of the Department of Commerce or his or her designee.

(3) The council shall prepare a 5-year Florida Seaport Mission Plan defining the goals and objectives of the council concerning the development of port facilities and an intermodal transportation system consistent with the goals of the Florida Transportation Plan developed pursuant to s. 339.155. The Florida Seaport Mission Plan shall include specific recommendations for the construction of transportation facilities connecting any port to another transportation mode, the construction of transportation facilities connecting any port to the space and aerospace industries, and ~~for~~ the efficient, cost-effective development of transportation

facilities or port facilities for the purpose of enhancing trade, promoting cargo flow, increasing cruise passenger movements, increasing port revenues, and providing economic benefits to the state. The council shall develop a priority list of projects based on these recommendations annually and submit the list to the Department of Transportation. The council shall update the 5-year Florida Seaport Mission Plan annually and shall submit the plan no later than February 1 of each year to the President of the Senate, the Speaker of the House of Representatives, the Department of Commerce, and the Department of Transportation. The council shall develop programs, based on an examination of existing programs in Florida and other states, for the training of ~~minorities and~~ secondary school students in job skills associated with employment opportunities in the maritime industry, and report on progress and recommendations for further action to the President of the Senate and the Speaker of the House of Representatives annually. Each port member of the council shall submit a semiannual report related to his or her port's operations and support of the state's economic competitiveness and supply chain. Reports must be submitted to the Department of Transportation and include any information required by the Department of Transportation in consultation with the Department of Commerce. Such reports must include, but are not limited to, all of the following information:

(a) Bulk break capacity.

(b) Liquid storage and capacity.

(c) Fuel storage and capacity.

(d) Container capacity.

(e) A description of any supply chain disruption.

Section 4. Subsection (4) is added to section 311.10, Florida Statutes, to read:

311.10 Strategic Port Investment Initiative.—

(4) As a condition of receiving a project grant under any program established in this chapter and as a condition of receiving state funds as described in s. 215.31, a seaport that is located in a county in which real property is designated as spaceport territory under s. 331.304 and that uses land, facilities, or infrastructure for the purpose of supporting spacecraft launch and recovery operations must, in any agreement with the Department of Transportation, agree that the seaport may not convert any planned or existing land, facility, or infrastructure that supports cargo purposes to any alternative purpose unless the conversion is approved by the seaport's governing board at a publicly noticed meeting as a separate line on the agenda and with a reasonable opportunity for public comment, and, if approved, the Legislature expressly approves the use of state funds for a project that includes such a conversion, whether by a work program amendment or through the General Appropriations Act. As used in this subsection, the term "cargo purposes" includes, but is not limited to, any facility, activity, property, energy source, or infrastructure asset that supports spaceport activities.

Section 5. Present subsection (8) of section 311.101, Florida Statutes, is redesignated as subsection (9), a new subsection (8) is added to that section, and subsection (2) of that section is amended, to read:

311.101 Intermodal Logistics Center Infrastructure Support

Program.—

(2) For the purposes of this section, the term "intermodal logistics center," including, but not limited to, an "inland port," means a facility or group of facilities serving as a point of intermodal transfer of freight in a specific area physically separated from a seaport where activities relating to transport, logistics, goods distribution, consolidation, or value-added activities are carried out and whose activities and services are designed to support or be supported by conveyance or shipping through one or more seaports listed in s. 311.09 or airports as defined in s. 330.27.

(8)(a) There is created within the Department of Transportation an intermodal logistics center working group. The purpose of the working group is to coordinate the planning and development of intermodal logistics centers across this state. The working group shall be composed of the following members:

1. The Secretary of Transportation, or his or her designee.

2. The Secretary of Commerce, or his or her designee.

3. The Commissioner of Agriculture, or his or her designee.

4. One member from a seaport listed in s. 311.09(1), appointed by the Secretary of Transportation.

5. One member from an airport, appointed by the Secretary of Transportation.

6. One member from an intermodal logistics center, appointed by the Secretary of Transportation.

7. One member from the agricultural industry, appointed by the Commissioner of Agriculture.

8. One member from the trucking industry, appointed by the Secretary of Transportation.

9. One member from the freight rail industry, appointed by the Secretary of Transportation.

10. One member from the passenger rail industry, appointed by the Secretary of Transportation.

11. One member from a business located within an intermodal logistics center, appointed by the Secretary of Commerce.

12. One member from a local workforce development board created pursuant to chapter 445, appointed by the president of CareerSource Florida, Inc.

(b) The Secretary of Transportation, or his or her designee, shall serve as the chair of the working group. The Secretary of Commerce, or his or her designee, shall serve as vice chair of the working group.

(c) Members of the working group shall serve without compensation but are eligible for per diem and travel expenses pursuant to s. 112.061.

(d) The working group is responsible for all of the following:

1. Conducting a study of regional needs regarding intermodal logistics centers, including a breakdown of urban versus rural locations for intermodal logistics centers.

2. Determining the statewide benefits of intermodal logistics centers.

3. Evaluating the impact of existing and proposed freight and passenger rail service on existing rail corridors and the need for any additional rail capacity.

4. Evaluating key criteria used by the state to expand and develop the intermodal logistics center network through the use of the Strategic Intermodal System created pursuant to ss.

339.61-339.651, including any recommended changes to state law.

5. Evaluating the readiness of existing and proposed locations for intermodal logistics centers and developing a list of improvements that may be necessary to attract businesses to those centers.

6. Evaluating and recommending potential state policies that would enhance the development of a long-term statewide strategy regarding intermodal logistics centers.

7. Evaluating the operations of freight logistics zones as defined in s. 311.103(1), including the processes for their designation and funding.

(e) On or before January 1, 2027, the working group shall submit a report to the Governor, the President of the Senate, and the Speaker of the House of Representatives providing the working group's findings and recommendations regarding the responsibilities listed in paragraph (d).

(f) This subsection is repealed on June 30, 2027.

Section 6. Subsection (83) of section 316.003, Florida Statutes, is amended to read:

316.003 Definitions.—The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires:

(83) SPECIAL MOBILE EQUIPMENT.—Any vehicle not designed or used primarily for the transportation of persons or property and only incidentally operated or moved over a highway, including, but not limited to, ditchdigging apparatus, well-boring apparatus, and road construction and maintenance machinery, such as asphalt spreaders, bituminous mixers, bucket loaders,

tractors other than truck tractors, ditchers, leveling graders, finishing machines, motor graders, road rollers, scarifiers, earthmoving carryalls and scrapers, power shovels and draglines, mobile ~~and self-propelled~~ cranes and accessory support vehicles, and earthmoving equipment. The term does not include house trailers, dump trucks, truck-mounted transit mixers, ~~cranes or shovels,~~ or other vehicles designed for the transportation of persons or property to which machinery has been attached.

Section 7. Section 316.0741, Florida Statutes, is repealed.

Section 8. Subsection (7) of section 316.0745, Florida Statutes, is amended to read:

316.0745 Uniform signals and devices.—

(7) The Department of Transportation may, upon receipt and investigation of reported noncompliance and after hearing pursuant to 14 days' notice, direct the removal of any purported traffic control device that fails to meet the requirements of this section, wherever the device is located and without regard to assigned responsibility under s. 316.1895. The public agency erecting or installing the same shall immediately bring it into compliance with the requirements of this section or remove said device or signal upon the direction of the Department of Transportation and may not, for a period of 5 years, install any replacement or new traffic control devices paid for in part or in full with revenues raised by the state unless written prior approval is received from the Department of Transportation. Any additional violation by a public body or official shall be cause for the withholding of state funds deposited in the State Transportation Trust Fund ~~for traffic control purposes~~ until such public body or official demonstrates to the Department of

Transportation that it is complying with this section.

Section 9. Subsection (3) of section 316.550, Florida Statutes, is amended to read:

316.550 Operations not in conformity with law; special permits.—

(3) Notwithstanding subsection (2), the Department of Transportation may issue a mobile crane special blanket permit for any of the following purposes:

(a) To authorize a mobile crane to operate on and ~~A permit may authorize a self-propelled truck crane operating~~ off the Interstate Highway System while towing ~~to tow~~ a motor vehicle that ~~which~~ does not weigh more than 5,000 pounds if the combined weight of the crane and such motor vehicle does not exceed 95,000 pounds. Notwithstanding s. 320.01(7) or (12), mobile ~~truck~~ cranes that tow another motor vehicle under ~~the provision of~~ this subsection shall be taxed under ~~the provisions of~~ s. 320.08(5)(b).

(b) To authorize a mobile crane and accessory support vehicles that are up to 12 feet in width, 14 feet 6 inches in height, and 100 feet in length to operate on and off the Interstate Highway System at all hours except as restricted under a local travel-related curfew.

(c) To authorize a mobile crane and accessory support vehicles that, due to their design for special use, exceed the weight limits established in s. 316.535 to operate on and off the Interstate Highway System.

Section 10. Subsections (1) and (3), paragraphs (a) and (c) of subsection (4), and subsection (6) of section 320.084, Florida Statutes, are amended to read:

320.084 Free motor vehicle license plate to certain disabled veterans.—

(1) One free disabled veteran ~~"DV"~~ motor vehicle license number plate shall be issued by the department for use on any motor vehicle owned or leased by any disabled veteran who has been a resident of this state continuously for the preceding 5 years or has established a domicile in this state as provided by s. 222.17(1), (2), or (3), and who has been honorably discharged from the United States Armed Forces, upon application, accompanied by proof that:

(a) A vehicle was initially acquired through financial assistance by the United States Department of Veterans Affairs or its predecessor specifically for the purchase of an automobile;

(b) The applicant has been determined by the United States Department of Veterans Affairs or its predecessor to have a service-connected 100-percent disability rating for compensation; or

(c) The applicant has been determined to have a service-connected disability rating of 100 percent and is in receipt of disability retirement pay from any branch of the United States Armed Services.

(3) The department shall, as it deems necessary, require each person to whom a motor vehicle license plate has been issued pursuant to subsection (1) to apply to the department for reissuance of his or her registration license plate. Upon receipt of the application and proof of the applicant's continued eligibility, the department shall issue a new permanent disabled veteran ~~"DV" numerical~~ motor vehicle license

plate which shall be of the colors red, white, and blue similar to the colors of the United States flag. The operation of a motor vehicle displaying a disabled veteran ~~"DV"~~ license plate from a previous issue period or a noncurrent validation sticker after the date specified by the department shall subject the owner if he or she is present, otherwise the operator, to the penalty provided in s. 318.18(2). Such permanent license plate shall be removed upon sale of the vehicle, but may be transferred to another vehicle owned by such veteran in the manner prescribed by law. ~~The license number of each plate issued under this section shall be identified by the letter designation "DV."~~ Upon request of any such veteran, the department is authorized to issue a designation plate containing only the letters "DV," to be displayed on the front of the vehicle.

(4)(a) With the issuance of each new permanent disabled veteran ~~"DV" numerical~~ motor vehicle license plate, the department shall initially issue, without cost to the applicant, a validation sticker reflecting the owner's birth month and a serially numbered validation sticker reflecting the year of expiration. The initial sticker reflecting the year of expiration may not exceed 27 months.

(c) Registration under this section shall be renewed annually or biennially during the applicable renewal period on forms prescribed by the department, which shall include, in addition to any other information required by the department, a certified statement as to the continued eligibility of the applicant to receive the special disabled veteran ~~"DV"~~ license plate. Any applicant who falsely or fraudulently submits to the

department the certified statement required by this paragraph is guilty of a noncriminal violation and is subject to a civil penalty of $50.

(6)(a) A disabled veteran who meets the requirements of subsection (1) may be issued, in lieu of the disabled veteran ~~"DV"~~ license plate, a military license plate for which he or she is eligible or a specialty license plate embossed with the initials "DV" in the top left-hand corner. A disabled veteran electing a military license plate or specialty license plate under this subsection must pay all applicable fees related to such license plate, except for fees otherwise waived under subsections (1) and (4).

(b) A military license plate or specialty license plate elected under this subsection~~:~~

~~1. Does not provide the protections or rights afforded by ss. 316.1955, 316.1964, 320.0848, 526.141, and 553.5041.~~

~~2.~~ is not eligible for the international symbol of accessibility as described in s. 320.0842.

Section 11. Paragraph (e) of subsection (2) of section 320.0848, Florida Statutes, is amended to read:

320.0848 Persons who have disabilities; issuance of disabled parking permits; temporary permits; permits for certain providers of transportation services to persons who have disabilities.—

(2) DISABLED PARKING PERMIT; PERSONS WITH LONG-TERM MOBILITY PROBLEMS.—

(e) A person who qualifies for a disabled parking permit under this section may be issued an international wheelchair user symbol license plate under s. 320.0843 in lieu of the

disabled parking permit; or, if the person qualifies for a disabled veteran ~~"DV"~~ license plate under s. 320.084, such a license plate may be issued to him or her in lieu of a disabled parking permit.

Section 12. Section 330.27, Florida Statutes, is amended to read:

330.27 Definitions, when used in ss. 330.29-330.39.—

(1) "Air ambulance operation" means a flight with a patient or medical personnel on board for the purpose of medical transportation.

(2) "Aircraft" means a powered or unpowered machine or device capable of atmospheric flight, including, but not limited to, an airplane, an autogyro, a glider, a gyrodyne, a helicopter, a lift and cruise, a multicopter, paramotors, a powered lift, a seaplane, a tiltrotor, an ultralight, and a vectored thrust. The term does not include ~~except~~ a parachute or other such device used primarily as safety equipment.

(3)~~(2)~~ "Airport" means a specific ~~an~~ area of land or water or a structure used for, or intended to be used for, aircraft operations, which may include ~~landing and takeoff of aircraft, including~~ appurtenant areas, buildings, facilities, or rights-of-way necessary to facilitate such use or intended use. The term includes, but is not limited to, airparks, airports, gliderports, heliports, helistops, seaplane bases, ultralight flightparks, vertiports, and vertistops.

(4) "Commercial air tour operation" means a flight conducted for compensation or hire in an aircraft where a purpose of the flight is sightseeing.

(5) "Commuter operation" means any scheduled operation

conducted by a person operating an aircraft with a frequency of operations of at least five round trips per week on at least one route between two or more points according to the published flight schedule.

(6)~~(3)~~ "Department" means the Department of Transportation.

(7)~~(4)~~ "Limited airport" means any airport limited exclusively to the specific conditions stated on the site approval order or license.

(8) "On-demand operation" means any scheduled passenger-carrying operation for compensation or hire conducted by a person operating an aircraft with a frequency of operations of fewer than five round trips per week on at least one route between two or more points according to the published flight schedule.

(9)~~(5)~~ "Private airport" means an airport, publicly or privately owned, which is not open or available for use by the public, but may be made available to others by invitation of the owner or manager.

(10) "Private airport of public interest" means a private airport engaged in air ambulance operations, commercial air tour operations, commuter operations, on-demand operations, public charter operations, scheduled operations, or supplemental operations.

(11)~~(6)~~ "Public airport" means an airport, publicly or privately owned, which is open for use by the public.

(12) "Public charter operation" means a one-way or round-trip charter flight performed by one or more direct air carriers which is arranged and sponsored by a charter operator.

(13) "Scheduled operation" means any common carriage

passenger-carrying operation for compensation or hire conducted by an air carrier or commercial operator for which the certificateholder or its representative offers in advance the departure location, departure time, and arrival location.

(14) "Supplemental operation" means any common carriage operation for compensation or hire conducted with an aircraft for which the departure time, departure location, and arrival location are specifically negotiated with the customer or customer's representative.

(15)~~(7)~~ "Temporary airport" means an airport at which flight operations are conducted under visual flight rules established by the Federal Aviation Administration and which is used for less than 30 consecutive days with no more than 10 operations per day.

~~(8) "Ultralight aircraft" means any aircraft meeting the criteria established by part 103 of the Federal Aviation Regulations.~~

Section 13. Subsections (2) and (4) of section 330.30, Florida Statutes, are amended to read:

330.30 Approval of airport sites; registration, certification, and licensure of airports.—

(2) LICENSES, CERTIFICATIONS, AND REGISTRATIONS; REQUIREMENTS, RENEWAL, REVOCATION.—

(a) Except as provided in subsection (3), the owner or lessee of an airport in this state shall have a public airport license, private airport registration, or temporary airport registration before the operation of aircraft to or from the airport. Application for a license or registration shall be made in a form and manner prescribed by the department.

1. For a public airport, upon granting site approval, the department shall issue a license after a final airport inspection finds the airport to be in compliance with all requirements for the license. The license may be subject to any reasonable conditions the department deems necessary to protect the public health, safety, or welfare.

2. For a private airport, upon granting site approval, the department shall provide controlled electronic access to the state aviation facility data system to permit the applicant to complete the registration process. Registration shall be completed upon self-certification by the registrant of operational and configuration data deemed necessary by the department.

3. For a temporary airport, the department must publish notice of receipt of a completed registration application in the next available publication of the Florida Administrative Register and may not approve a registration application less than 14 days after the date of publication of the notice. The department must approve or deny a registration application within 30 days after receipt of a completed application and must issue the temporary airport registration concurrent with the airport site approval. A completed registration application that is not approved or denied within 30 days after the department receives the completed application is considered approved and shall be issued, subject to such reasonable conditions as are authorized by law. An applicant seeking to claim registration by default under this subparagraph must notify the agency clerk of the department, in writing, of the intent to rely upon the default registration provision of this subparagraph and may not

take any action based upon the default registration until after receipt of such notice by the agency clerk.

4. A private airport of public interest must obtain a certificate from the department before allowing aircraft operations. The department shall issue a certificate after a final inspection finds the airport to be in compliance with all certificate requirements. The certificate is subject to any reasonable conditions the department deems necessary to protect the public. A private airport that was engaged in operations associated with a private airport of public interest on or before July 1, 2025, must obtain a certificate from the department by July 1, 2030.

(b) The department may license a public airport that does not meet standards only if it determines that such exception is justified by unusual circumstances or is in the interest of public convenience and does not endanger the public health, safety, or welfare. Such a license shall bear the designation "special" and shall state the conditions subject to which the license is granted.

(c) A temporary airport license or registration shall be valid for less than 30 days and is not renewable. The department may not approve a subsequent temporary airport registration application for the same general location if the purpose or effect is to evade otherwise applicable airport permitting or licensure requirements.

(d)1. Each public airport license shall expire no later than 1 year after the effective date of the license, except that the expiration date of a license may be adjusted to provide a maximum license period of 18 months to facilitate airport

inspections, recognize seasonal airport operations, or improve administrative efficiency.

2. Registration for private airports shall remain valid provided specific elements of airport data, established by the department, are periodically recertified by the airport registrant. The ability to recertify private airport registration data shall be available at all times by electronic submittal. A private airport registration that has not been recertified in the 24-month period following the last certification shall expire, unless the registration period has been adjusted by the department for purposes of informing private airport owners of their registration responsibilities or promoting administrative efficiency. The expiration date of the current registration period will be clearly identifiable from the state aviation facility data system.

3. The effective date and expiration date shall be shown on public airport licenses. Upon receiving an application for renewal of an airport license in a form and manner prescribed by the department and receiving a favorable inspection report indicating compliance with all applicable requirements and conditions, the department shall renew the license, subject to any conditions deemed necessary to protect the public health, safety, or welfare.

4. The department may require a new site approval for any airport if the license or registration has expired.

5. If the renewal application for a public airport license has not been received by the department or no private airport registration recertification has been accomplished within 15 days after the date of expiration, the department may revoke the

airport license or registration.

6. After initial registration, the department may issue a certificate to a private airport of public interest if the airport is found, after a physical inspection, to be in compliance with all certificate requirements. The certificate is subject to any reasonable condition that the department deems necessary to protect the public health, safety, or welfare. A private airport of public interest certificate expires 5 years after the effective date of the certificate.

(e) The department may revoke, or refuse to allow or issue, any airport registration or recertification, or any license or license renewal, if it determines:

1. That the site has been abandoned as an airport;

2. That the airport does not comply with the conditions of the license, license renewal, or site approval;

3. That the airport has become either unsafe or unusable for flight operation due to physical or legal changes in conditions that were the subject of approval; or

4. That an airport required to file or update a security plan pursuant to paragraph (f) has failed to do so.

(f)1. After initial licensure, a license of a publicly or privately owned general aviation airport that is open to the public, that has at least one runway greater than 4,999 feet in length, and that does not host scheduled passenger-carrying commercial service operations regulated under 14 C.F.R. part 139 shall not be renewed or reissued unless an approved security plan has been filed with the department, except when the department determines that the airport is working in good faith toward completion and filing of the plan.

2. Security plans required by this paragraph must be developed in accordance with the 2004 Security Planning for General Aviation Airports guidelines published by the Florida Airports Council. Certain administrative data from the approved security plan shall be submitted to the Department of Law Enforcement, in a format prescribed by the Department of Law Enforcement, for use in protecting critical infrastructure of the state.

3. The department shall not approve a security plan for filing unless it is consistent with Florida Airports Council guidelines.

4. An airport required to file a security plan pursuant to this paragraph shall update its plan at least once every 2 years after the initial filing date and file the updated plan with the department. The department shall review the updated plan prior to approving it for filing to determine whether it is consistent with Florida Airports Council guidelines. No renewal license shall be issued to the airport unless the department approves the updated security plan or determines that the airport is working in good faith to update it.

(4) EXCEPTIONS.—Private airports with 10 or more based aircraft may request to be inspected and licensed by the department. Private airports licensed according to this subsection shall be considered private airports as defined in s. 330.27 ~~s. 330.27(5)~~ in all other respects.

Section 14. Section 330.355, Florida Statutes, is created to read:

330.355 Prohibition on landing fees for certain aircraft operations.—A publicly owned airport in this state may not

charge a landing fee established on or after January 1, 2025, for aircraft operations conducted by an accredited nonprofit institution located in this state which offers a 4-year collegiate aviation program, if such aircraft operations are for flight training necessary for pilot certification and proficiency.

Section 15. Section 331.371, Florida Statutes, is amended to read:

331.371 Strategic space infrastructure investment.—

(1) In consultation with Space Florida, the Department of Transportation may fund spaceport discretionary capacity improvement projects, as defined in s. 331.303, at up to 100 percent of the project's cost if:

(a) ~~(1)~~ Important access and on-spaceport-territory space transportation capacity improvements are provided;

(b) ~~(2)~~ Capital improvements that strategically position the state to maximize opportunities in international trade are achieved;

(c) ~~(3)~~ Goals of an integrated intermodal transportation system for the state are achieved; and

(d) ~~(4)~~ Feasibility and availability of matching funds through federal, local, or private partners are demonstrated.

(2)(a) In consultation with the Department of Commerce and the Department of Environmental Protection, the Department of Transportation may fund infrastructure projects, and projects associated with critical infrastructure facilities as defined in s. 692.201, within or outside of a spaceport territory as long as the project supports aerospace or launch support facilities within an adjacent spaceport territory boundary.

(b) The Department of Transportation, the Department of Commerce, and the Department of Environmental Protection shall coordinate in funding projects under this subsection to optimize the use of available funds.

Section 16. Section 332.003, Florida Statutes, is amended to read:

332.003 Florida Airport Development and Accountability ~~Assistance~~ Act; short title.—Sections 332.003-332.007 may be cited as the "Florida Airport Development and Accountability ~~Assistance~~ Act."

Section 17. Section 332.005, Florida Statutes, is amended to read:

332.005 Restrictions on authority of Department of Transportation.—

(1) This act specifically prohibits the Department of Transportation from regulating commercial air carriers operating within the state pursuant to federal authority and regulations; from participating in or exercising control in the management and operation of a sponsor's airport, except when officially requested by the sponsor; or from expanding the design or operational capability of the department in the area of airport and aviation consultants' contract work, other than to provide technical assistance as requested.

(2)(a) Notwithstanding subsection (1), upon the declaration of a state of emergency issued by the Governor in preparation for or in response to a natural disaster, airports shall, at no cost to the state, provide the Department of Transportation with the opportunity to use any property that is not subject to an existing lease agreement with a third party and that is not

within the air navigation facility as defined in s. 332.01(4) for the staging of equipment and personnel to support emergency preparedness and response operations.

(b) After 60 days of use under paragraph (a), any further use of airport property by the Department of Transportation must be conducted pursuant to a written agreement between the airport and the department.

Section 18. Section 332.006, Florida Statutes, is amended to read:

332.006 Duties and responsibilities of the Department of Transportation.—The Department of Transportation shall, within the resources provided to the department ~~pursuant to chapter 216~~:

(1) Provide coordination and assistance for the development of a viable aviation system in this state. To support the system, a statewide aviation system plan shall be developed and periodically updated which summarizes 5-year, 10-year, and 20-year airport and aviation needs within the state. The statewide aviation system plan shall be consistent with the goals of the Florida Transportation Plan developed pursuant to s. 339.155. The statewide aviation system plan shall not preempt local airport master plans adopted in compliance with federal and state requirements.

(2) Advise and assist the Governor in all aviation matters.

(3) Upon request, assist airport sponsors, both financially and technically, in airport master planning.

(4) Upon request, provide financial and technical assistance to public agencies which operate public-use airports by making department personnel and department-owned facilities

and equipment available on a cost-reimbursement basis to such agencies for special needs of limited duration. The requirement relating to reimbursement of personnel costs may be waived by the department in those cases in which the assistance provided by its personnel was of a limited nature or duration.

(5) Participate in research and development programs relating to airports.

(6) Administer department participation in the program of aviation and airport grants as provided for in ss. 332.003-332.007.

(7) Develop, promote, and distribute supporting information and educational services, including, but not limited to, educational services with a focus on retention and growth of the aviation industry workforce.

(8) Encourage the maximum allocation of federal funds to local airport projects in this state.

(9) Support the development of land located within the boundaries of airports for the purpose of industrial or other uses compatible with airport operations with the objective of assisting airports in this state to become fiscally self-supporting. Such assistance may include providing state moneys on a matching basis to airport sponsors for capital improvements, including, but not limited to, fixed-base operation facilities, parking areas, industrial park utility systems, and road and rail transportation systems which are on airport property.

Section 19. Paragraph (a) of subsection (7) and subsections (8) and (9) of section 332.007, Florida Statutes, are amended, and paragraph (c) is added to subsection (2) of that section, to

read:

332.007 Administration and financing of aviation and airport programs and projects; state plan.—

(2)

(c) Each commercial service airport as defined in s. 332.0075 shall establish and maintain a comprehensive airport infrastructure program to ensure the ongoing preservation of airport infrastructure and facilities in safe and serviceable condition. For purposes of this paragraph, the term "airport infrastructure" means the facilities, systems, and structural components of an airport necessary for the safe and efficient movement of people and goods. Beginning November 1, 2025, and annually thereafter, each commercial service airport shall provide a certification to the department, in a manner prescribed by the department, that it has established and maintains a comprehensive airport infrastructure program. The comprehensive airport infrastructure program report, and related documents and records, must be open to inspection by the department and maintained by the airport for at least 5 years. The comprehensive airport infrastructure program must, at a minimum, include all of the following:

1. Identification of airport infrastructure subject to inspection and the schedule for the completion of such inspections, taking into consideration the age, type, intended use, and criticality of the infrastructure to undisrupted commercial or cargo operations.

2. A preventative maintenance program for routine maintenance of airport infrastructure, for both commercial and cargo operations.

3. A plan to complete any necessary repairs to, or rehabilitation or reconstruction of, airport infrastructure, including prioritization and anticipated timeframe for completion of the work.

4. A progress report of inspections and their outcomes, preventative maintenance, and previously identified repair to, or rehabilitation or reconstruction of, airport infrastructure. The progress report must include any changes in timeline for completion, changes in cost estimates, and reasons any inspection, preventative maintenance, or repair or rehabilitation did not take place.

(7) Subject to the availability of appropriated funds in addition to aviation fuel tax revenues, the department may participate in the capital cost of eligible public airport and aviation discretionary capacity improvement projects. The annual legislative budget request shall be based on the funding required for discretionary capacity improvement projects in the aviation and airport work program.

(a) The department shall provide priority funding in support of:

1. Terminal and parking expansion projects that increase capacity at airports providing commercial service in counties with a population of 500,000 or less.

2. Land acquisition which provides additional capacity at the qualifying international airport or at that airport's supplemental air carrier airport.

3.~~2.~~ Runway and taxiway projects that add capacity or are necessary to accommodate technological changes in the aviation industry.

4.~~3.~~ Airport access transportation projects that improve direct airport access and are approved by the airport sponsor.

5.~~4.~~ International terminal projects that increase international gate capacity.

6. Projects that improve safety and efficiency of airport operations.

7. Emerging technology projects, workforce development projects, and projects that benefit the strategic intermodal system through intermodal connectivity.

(8) The department may also fund eligible projects performed by not-for-profit organizations that represent a majority of public airports in this state and postsecondary education institutions as defined in s. 1008.47 that support the training of pilots, air traffic control personnel, or aircraft maintenance technical personnel. Eligible projects may include activities associated with aviation master planning, professional education, safety and security planning, enhancing economic development and efficiency at airports in this state, or other planning efforts to improve the viability and safety of airports in this state. Programs that support the transition of honorably discharged military personnel to the aviation industry are also eligible projects under this subsection. The department may provide matching funds for eligible projects funded by the Department of Commerce.

(9) The department may fund strategic airport investment projects at up to 100 percent of the project's cost if:

(a) Important access and on-airport capacity improvements are provided;

(b) Capital improvements that strategically position the

state to maximize opportunities in tourism, international trade, logistics, and the aviation industry are provided;

(c) Goals of an integrated intermodal transportation system for the state are achieved; and

(d) Feasibility and availability of matching funds through federal, local, or private partners are demonstrated.

Section 20. Paragraphs (a), (b), and (d) of subsection (1), subsection (2), and paragraph (a) of subsection (5) of section 332.0075, Florida Statutes, are amended, and paragraph (c) is added to subsection (5) of that section, to read:

332.0075 Commercial service airports; transparency and accountability; penalty.—

(1) As used in this section, the term:

(a) "Commercial service airport" means an airport providing commercial service, including large, medium, small, and nonhub airports as classified ~~a primary airport as defined in 49 U.S.C. s. 47102 which is classified as a large, medium, or small hub airport~~ by the Federal Aviation Administration.

(b) "Consent agenda" means an agenda which consists of items voted on collectively or as a group and which does not provide the opportunity for public comment on each such item before approval or disapproval by the governing body.

(d) "Governing body" means the governing body of the county, municipality, or special district that operates a commercial service airport. The term also includes an appointed board or oversight entity serving as the governing body for purposes of a commercial service airport on behalf of a county, municipality, or special district.

(2) Each governing body shall establish and maintain a

website to post information relating to the operation of a commercial service airport. The information must remain posted on the website for 5 years or for the entirety of the period during which the document is actively in use, whichever is longer, and must include all of the following~~, including~~:

(a) All published notices of meetings and published meeting agendas of the governing body.

(b) The official minutes of each meeting of the governing body, which must ~~shall~~ be posted within 7 business days after the date of the meeting in which the minutes were approved.

(c) The approved budget for the commercial service airport for the current fiscal year, which shall be posted within 7 business days after the date of adoption. Budgets must remain on the website for 5 ~~2~~ years after the conclusion of the fiscal year for which they were adopted.

(d) Copies of the current airport master plan and the immediately preceding airport master plan for the commercial service airport and a link to the current airport master plan ~~for the commercial service airport~~ on the commercial service airport's website.

(e) A link to all financial and statistical reports for the commercial service airport on the Federal Aviation Administration's website.

(f) Any contract or contract amendment for the purchase of commodities or contractual services executed by or on behalf of the commercial service airport in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE, which must ~~shall~~ be posted no later than 7 business days after the commercial service airport executes the contract or contract amendment.

However, a contract or contract amendment may not reveal information made confidential or exempt by law. Each commercial service airport must redact confidential or exempt information from each contract or contract amendment before posting a copy on its website.

(g) Position and rate information for each employee of the commercial service airport, including, at a minimum, the employee's position title, position description, and annual or hourly salary. This information must ~~shall~~ be updated quarterly ~~annually~~.

(5)(a) Each November 1, the governing body of each commercial service airport shall submit the following information to the department:

1. Its approved budget for the current fiscal year.

2. Any financial reports submitted to the Federal Aviation Administration during the previous calendar year.

3. A link to its website.

4. A statement, verified as provided in s. 92.525, that it has complied with part III of chapter 112, chapter 287, and this section.

5. The most recent copies of its strategic plans.

6. Contracts related to any financial awards received through federally funded grant programs for the preceding year.

(c) A commercial service airport shall:

1. Notify the department within 48 hours after receiving a communication or directive from a federal agency relating to public health testing or the transfer of unauthorized aliens into this state.

2. Notify the department as soon as is reasonably possible,

but no later than 48 hours, after the discovery of a potential cybersecurity breach or other occurrence impacting the traveling public, a disruption in state aviation operations directly impacting multiple airports within this state, or an incident occurring on airport property which requires coordination with multiple local, state, or federal agencies.

Section 21. Section 332.15, Florida Statutes, is created to read:

332.15 Advanced air mobility.—The Department of Transportation shall:

(1) Address the need for vertiports, advanced air mobility, and other advances in aviation technology in the statewide aviation system plan required under s. 332.006(1) and, as appropriate, in the department's work program.

(2) Designate a subject matter expert on advanced air mobility within the department to serve as a resource for local jurisdictions navigating advances in aviation technology.

(3) Conduct a review of airport hazard zone regulations.

(4) In coordination with the Department of Commerce, provide coordination and assistance for the development of a viable advanced air mobility system plan in this state. The department shall incorporate the plan into the statewide aviation system plan required under s. 332.006(1) to identify and develop statewide corridors of need and opportunities for industry growth.

Section 22. Subsections (5) and (26) of section 334.044, Florida Statutes, are amended, and subsections (37), (38), and (39) are added to that section, to read:

334.044 Powers and duties of the department.—The department

shall have the following general powers and duties:

(5) To purchase, lease, or otherwise acquire property and materials, including the purchase of promotional items as part of public information and education campaigns for the promotion of environmental management, scenic highways, traffic and train safety awareness, ~~alternatives to single-occupant vehicle travel,~~ commercial motor vehicle safety, workforce development, electric vehicle use and charging stations, autonomous vehicles, and context classification ~~design~~ for electric vehicles and autonomous vehicles; to purchase, lease, or otherwise acquire equipment and supplies; and to sell, exchange, or otherwise dispose of any property that is no longer needed by the department.

(26) To provide for the enhancement of environmental benefits, including air and water quality; to prevent roadside erosion; to conserve the natural roadside growth and scenery; and to provide for the implementation and maintenance of roadside conservation, enhancement, and stabilization programs.

(a) On an annual basis, an amount equal to at least 1.5 percent of the total amount contracted for the average of the previous 3 completed fiscal years of construction projects shall be allocated by the department on a statewide basis for the purchase of plant materials to enhance State Highway System rights-of-way and arterial facilities. Such funds must be allocated on a statewide basis. ~~Department districts may not expend funds for landscaping in connection with any project that is limited to resurfacing existing lanes unless the expenditure has been approved by the department's secretary or the secretary's designee.~~

(b) To the greatest extent practical, at least 50 percent of the funds allocated under paragraph (a) ~~this subsection~~ shall be allocated for large plant materials and the remaining funds for other plant materials.

(c) Except as prohibited by applicable federal law or regulation, all plant materials shall be purchased from Florida commercial nursery stock in this state on a uniform competitive bid basis. The department shall develop grades and standards for landscaping materials purchased through this process, which must include standards for landscaping materials native to specific regions of this state which are reflective of this state's heritage and natural landscapes. ~~To accomplish these activities, the department may contract with nonprofit organizations having the primary purpose of developing youth employment opportunities.~~

(37) Notwithstanding s. 287.022 or s. 287.025, to directly enter into insurance contracts with local, national, or international insurance companies for the purchase of insurance coverage that the department is contractually and legally required to provide.

(38) Notwithstanding s. 287.14, to purchase or acquire heavy equipment and motor vehicles for roadway operations and emergency response purposes regardless of whether the department exchanges or ceases to operate any department-owned heavy equipment or motor vehicles.

(39) To adopt rules for the purpose of compliance with 49 C.F.R. part 26 and any other applicable federal law.

Section 23. Subsection (1) of section 334.045, Florida Statutes, is amended to read:

334.045 Transportation performance and productivity standards; development; measurement; application.—

(1) The Florida Transportation Commission shall develop and adopt measures for evaluating the performance and productivity of the department. The measures may be both quantitative and qualitative and must, to the maximum extent practical, assess those factors that are within the department's control. The measures must, at a minimum, assess performance in the following areas:

(a) Production;

(b) Finance and administration;

(c) Preservation of the current state system;

(d) Safety of the current state system;

(e) Capacity improvements: highways and all public transportation modes; and

(f) The business development program established under s. 337.027 ~~Disadvantaged business enterprise and minority business programs~~.

Section 24. Section 334.615, Florida Statutes, is created to read:

334.615 Parking authority operations; interlocal agreements.—A parking authority created by special act may operate, manage, and control parking facilities in contiguous counties, municipalities, or other local governmental entities upon entering into interlocal agreements with the governing bodies of the appropriate contiguous counties, municipalities, or local governmental entities.

Section 25. Section 334.62, Florida Statutes, is created to read:

334.62 Florida Transportation Academy.—The Legislature finds that the growth and sustainability of the transportation industry workforce is vital to the continued success and efficiency of the state's supply chain and economic competitiveness. In order to prioritize the continued need for transportation industry workforce development programs, the Florida Transportation Academy is established within the department. In order to support, promote, and sustain workforce development efforts in the transportation sector, the department may do all of the following:

(1) Coordinate with the Department of Corrections to identify and create certification and training opportunities for nonviolent, scheduled-release inmates and create a notification process between the Department of Corrections and the department for nonviolent inmates with imminent scheduled-release dates who are expected to seek employment upon release.

(2) Coordinate with the Department of Juvenile Justice and its educational partners to create certification and training opportunities for eligible youth.

(3) Coordinate with veterans' organizations to encourage veterans with honorable military discharge to pursue employment opportunities within the transportation industry, including, but not limited to, employment as pilots, mechanics, and air traffic controllers.

(4) Coordinate with the Department of Commerce, CareerSource Florida, Inc., and regional business organizations, within and outside of the transportation industry, to further understand recruitment and retention needs and job-seeker pipelines.

(5) Coordinate with the American Council of Engineering Companies and the Florida Transportation Builders Association to optimize workforce recruitment and retention and assess future needs across the transportation industry in this state.

Section 26. Present paragraph (b) of subsection (3) of section 335.182, Florida Statutes, is redesignated as paragraph (c) and amended, and a new paragraph (b) is added to that subsection, to read:

335.182 Regulation of connections to roads on State Highway System; definitions.—

(3) As used in this act, the term:

(b) "Modification of an existing connection" means the relocation, alteration, or closure of the connection.

(c) ~~(b)~~ "Significant change" means:

1. A change in the use of the property, including the development of land, structures, or facilities; ~~,~~ or

2. An expansion of the size of the property, structures, or facilities causing an increase in the trip generation of the property exceeding 25 percent more trip generation, ~~(~~either peak hour or daily, ~~)~~ and exceeding 100 vehicles per day more than the existing use.

Section 27. Subsections (3) and (4) of section 335.187, Florida Statutes, are amended to read:

335.187 Unpermitted connections; existing access permits; nonconforming permits; modification and revocation of permits.—

(3) The department may issue a nonconforming access permit if denying ~~after finding that to deny~~ an access permit would leave the property without a reasonable means of access to the State Highway System. The department may specify limits on the

maximum vehicular use of the connection and may condition ~~be conditioned on~~ the availability of future alternative means of access for which access permits can be obtained.

(4) After written notice and the opportunity for a hearing, as provided for in s. 120.60, the department may modify or revoke an access permit issued after July 1, 1988, by requiring modification ~~Relocation, alteration, or closure~~ of an existing connection if:

(a) A significant change occurs in the use, design, or traffic flow of the connection; or

(b) It would jeopardize the safety of the public or have a negative impact upon the operational characteristics of the highway.

Section 28. Section 337.027, Florida Statutes, is amended to read:

337.027 Authority to implement a business development program.—

(1) The department may establish a program for highway projects which would assist small businesses. The purpose of this program is to increase competition, lower prices, and provide increased support to meet the department's future work program. The program may include, but is not limited to, setting aside contracts, providing preference points for the use of small businesses, providing special assistance in bidding and contract completion, waiving bond requirements, and implementing other strategies that would increase competition.

(2) For purposes of this section, the term "small business" means a business with yearly average gross receipts of less than $25 ~~$15~~ million for road and bridge contracts and less than $10

~~$6.5~~ million for professional and nonprofessional services contracts. A business' average gross receipts is determined by averaging its annual gross receipts over the last 3 years, including the receipts of any affiliate as defined in s. 337.165.

(3) The department may provide notice of opportunities for businesses qualified for this program.

(4) The department may adopt rules to implement this section.

Section 29. Subsection (6) of section 337.11, Florida Statutes, is amended to read:

337.11 Contracting authority of department; bids; emergency repairs, supplemental agreements, and change orders; combined design and construction contracts; progress payments; records; requirements of vehicle registration.—

(6)(a) If the secretary determines that an emergency in regard to the restoration or repair of any state transportation facility exists such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interests of the state, the provisions for competitive bidding do not apply; and the department may enter into contracts for restoration or repair without giving opportunity for competitive bidding on such contracts. Within 30 days after such determination and contract execution, the head of the department shall file with the Executive Office of the Governor a written statement of the conditions and circumstances constituting such emergency.

(b) If the secretary determines that delays on a contract for maintenance exist due to administrative challenges, bid

protests, defaults or terminations and the further delay would reduce safety on the transportation facility or seriously hinder the department's ability to preserve the state's investment in that facility, competitive bidding provisions may be waived and the department may enter into a contract for maintenance on the facility. However, contracts for maintenance executed under the provisions of this paragraph shall be interim in nature and shall be limited in duration to a period of time not to exceed the length of the delay necessary to complete the competitive bidding process and have the contract in place.

(c) When the department determines that it is in the best interest of the public for reasons of public concern, economy, improved operations, or safety, and only when circumstances dictate rapid completion of the work, the department may, up to the amount of $500,000, enter into contracts for construction and maintenance without advertising and receiving competitive bids. The department may enter into such contracts only upon a determination that the work is necessary for one of the following reasons:

1. To ensure timely completion of projects or avoidance of undue delay for other projects;

2. To accomplish minor repairs or construction and maintenance activities for which time is of the essence and for which significant cost savings would occur; or

3. To accomplish nonemergency work necessary to ensure avoidance of adverse conditions that affect the safe and efficient flow of traffic.

The department shall make a good faith effort to obtain two or

more quotes, if available, from qualified contractors before entering into any contract. The department shall give consideration to small ~~disadvantaged~~ business ~~enterprise~~ participation. However, when the work exists within the limits of an existing contract, the department shall make a good faith effort to negotiate and enter into a contract with the prime contractor on the existing contract.

Section 30. Section 337.125, Florida Statutes, is repealed.

Section 31. Section 337.135, Florida Statutes, is repealed.

Section 32. Section 337.139, Florida Statutes, is repealed.

Section 33. Paragraph (a) of subsection (1) of section 337.18, Florida Statutes, is amended to read:

337.18 Surety bonds for construction or maintenance contracts; requirement with respect to contract award; bond requirements; defaults; damage assessments.—

(1)(a) A surety bond shall be required of the successful bidder in an amount equal to the awarded contract price. However, the department may choose, in its discretion and applicable only to multiyear maintenance contracts, to allow for incremental annual contract bonds that cumulatively total the full, awarded, multiyear contract price;~~. The department may also choose,~~ in its discretion and applicable only to phased design-build contracts under s. 337.11(7)(b), to allow the issuance of multiple contract performance and payment bonds in succession to align with each phase of the contract to meet the bonding requirement in this subsection; and, at the discretion of the Secretary of Transportation and notwithstanding any bonding requirement under s. 337.18, to require a surety bond in an amount that is less than the awarded contract price.

1. The department may waive the requirement for all or a portion of a surety bond if:

a. The contract price is $250,000 or less and the department determines that the project is of a noncritical nature and that nonperformance will not endanger public health, safety, or property;

b. The prime contractor is a qualified nonprofit agency for the blind or for the other severely handicapped under s. 413.036(2); or

c. The prime contractor is using a subcontractor that is a qualified nonprofit agency for the blind or for the other severely handicapped under s. 413.036(2). However, the department may not waive more than the amount of the subcontract.

2. If the department determines that it is in the best interests of the department to reduce the bonding requirement for a project and that to do so will not endanger public health, safety, or property, the department may waive the requirement of a surety bond in an amount equal to the awarded contract price for a project having a contract price of $250 million or more and, in its place, may set a surety bond amount that is a portion of the total contract price and provide an alternate means of security for the balance of the contract amount that is not covered by the surety bond or provide for incremental surety bonding and provide an alternate means of security for the balance of the contract amount that is not covered by the surety bond. Such alternative means of security may include letters of credit, United States bonds and notes, parent company guarantees, and cash collateral. The department may require

alternate means of security if a surety bond is waived. The surety on such bond shall be a surety company authorized to do business in the state. All bonds shall be payable to the department and conditioned for the prompt, faithful, and efficient performance of the contract according to plans and specifications and within the time period specified, and for the prompt payment of all persons defined in s. 713.01 furnishing labor, material, equipment, and supplies for work provided in the contract; however, whenever an improvement, demolition, or removal contract price is $25,000 or less, the security may, in the discretion of the bidder, be in the form of a cashier's check, bank money order of any state or national bank, certified check, or postal money order. The department shall adopt rules to implement this subsection. Such rules shall include provisions under which the department shall refuse to accept bonds on contracts when a surety wrongfully fails or refuses to settle or provide a defense for claims or actions arising under a contract for which the surety previously furnished a bond.

Section 34. Subsection (3) of section 337.251, Florida Statutes, is amended to read:

337.251 Lease of property for joint public-private development and areas above or below department property.—

(3) A proposal must be selected by the department based on competitive bidding, except that the department may consider other relevant factors specified in the request for proposals. The department may consider such factors as the value of property exchanges, the cost of construction, and other recurring costs for the benefit of the department by the lessee in lieu of direct revenue to the department if such other

factors are of equal value including innovative proposals to involve small ~~minority~~ businesses. The department may name a board of advisers which may be composed of accountants, real estate appraisers, design engineers, or other experts experienced in the type of development proposed. The board of advisers shall review the feasibility of the proposals, recommend acceptance or rejection of each proposal, and rank each feasible proposal in the order of technical feasibility and benefit provided to the department. The board of advisers shall be reasonably compensated for the services provided and all department costs for evaluating the proposals shall be reimbursed from a proposal application fee to be set by the department and paid by the applicants. The board of advisers shall not be subject to selection under the provisions of chapter 287.

Section 35. Subsection (2) of section 337.401, Florida Statutes, is amended to read:

337.401 Use of right-of-way for utilities subject to regulation; permit; fees.—

(2)(a) The authority may grant to any person who is a resident of this state, or to any corporation which is organized under the laws of this state or licensed to do business within this state, the use of a right-of-way for the utility in accordance with such rules or regulations as the authority may adopt. A utility may not be installed, located, or relocated unless authorized by a written permit issued by the authority. However, for public roads or publicly owned rail corridors under the jurisdiction of the department, a utility relocation schedule and relocation agreement may be executed in lieu of a

written permit. The permit must require the permitholder to be responsible for any damage resulting from the issuance of such permit. The authority may initiate injunctive proceedings as provided in s. 120.69 to enforce provisions of this subsection or any rule or order issued or entered into pursuant thereto. A permit application required under this subsection by a county or municipality having jurisdiction and control of the right-of-way of any public road must be processed and acted upon in accordance with the timeframes provided in subparagraphs (7)(d)7., 8., and 9.

(b) Notwithstanding paragraph (a), a municipality may not prohibit, or require a permit for, the installation of a public sewer transmission line placed and maintained within and under publicly dedicated rights-of-way as part of a septic-to-sewer conversion where the work is being performed under permits issued by the Department of Transportation pursuant to this chapter and the Department of Environmental Protection, or its delegate, pursuant to chapter 403.

Section 36. Subsection (4) of section 337.406, Florida Statutes, is amended to read:

337.406 Unlawful use of state transportation facility right-of-way; penalties.—

(4)(a) Camping is prohibited on any portion of the right-of-way of the State Highway System ~~that is within 100 feet of a bridge, causeway, overpass, or ramp~~.

(b) This subsection does not apply to a person who has acquired the appropriate permits and is actively navigating the federally designated Florida National Scenic Trail recognized by the state in s. 260.012(6).

Section 37. Subsection (4) of section 338.227, Florida Statutes, is amended to read:

338.227 Turnpike revenue bonds.—

(4) The Department of Transportation and the Department of Management Services shall create and implement an outreach program designed to enhance the participation of small ~~minority persons and minority~~ business enterprises in all contracts entered into by their respective departments for services related to the financing of department projects for the Strategic Intermodal System Plan developed pursuant to s. 339.64. These services ~~shall~~ include, but are not limited to, bond counsel and bond underwriters.

Section 38. Section 339.0805, Florida Statutes, is repealed.

Section 39. Paragraph (c) of subsection (2) of section 339.135, Florida Statutes, is amended to read:

339.135 Work program; legislative budget request; definitions; preparation, adoption, execution, and amendment.—

(2) SUBMISSION OF LEGISLATIVE BUDGET REQUEST AND REQUEST FOR LIST OF ADDITIONAL TRANSPORTATION PROJECTS.—

(c) The department shall submit the list of projects prepared pursuant to this subsection to the legislative appropriations committees, together with the following plans and reports:

1. An enhanced program and resource plan that adds the list of projects and required support costs to the projects and other programs of the tentative work program required to be submitted by the department pursuant to this section.

2. A variance report comparing the enhanced plan with the

plan for the tentative work program covering the same period of time.

3. A 36-month cash forecast identifying the additional revenues needed to finance the enhanced plan.

4. A report identifying any of the following entities that has adopted or promoted energy policy goals inconsistent with the energy policy of this state set forth in s. 377.601, as determined by the department after consultation with the Department of Agriculture and Consumer Services, the Public Service Commission, and the Department of Environmental Protection:

a. A public transit provider as defined in s. 341.031(1).

b. An authority created pursuant to chapter 343, chapter 348, or chapter 349.

c. A public-use airport as defined in s. 332.004.

d. A port listed in s. 311.09(1).

The report shall include a written statement that explains the basis for the department's determination for each entity identified in the report.

Section 40. Paragraph (b) of subsection (3) and paragraph (c) of subsection (4) of section 339.2821, Florida Statutes, are amended to read:

339.2821 Economic development transportation projects.—

(3)

(b) The department must ensure that it is supportive of small businesses as defined in s. 337.027(2) ~~small and minority businesses have equal access to participate in transportation projects funded pursuant to this section~~.

(4) A contract between the department and a governmental body for a transportation project must:

(c) Require that the governmental body provide the department with progress reports. Each progress report must contain:

1. A narrative description of the work completed and whether the work is proceeding according to the transportation project schedule;

2. A description of each change order executed by the governmental body;

3. A budget summary detailing planned expenditures compared to actual expenditures; and

4. The identity of each small ~~or minority~~ business used as a contractor or subcontractor.

Section 41. Section 339.287, Florida Statutes, is repealed.

Section 42. Paragraph (a) of subsection (5) of section 339.63, Florida Statutes, is amended to read:

339.63 System facilities designated; additions and deletions.—

(5)(a) The Secretary of Transportation shall designate a planned facility as part of the Strategic Intermodal System upon request of the facility if it meets the criteria and thresholds established by the department pursuant to subsection (4), is ~~meets the definition of~~ an ~~"~~intermodal logistics center~~"~~ as defined in s. 311.101(2), and has been designated in a local comprehensive plan or local government development order as an intermodal logistics center or an equivalent planning term. ~~For the purpose of this section, the term "intermodal logistics center" means a facility or group of facilities, including, but~~

~~not limited to, an inland port, serving as a point of intermodal transfer of freight in a specific area physically separated from a seaport whose activities relating to transport, logistics, goods distribution, consolidation, or value-added activities are carried out and whose activities and services are designed to support or be supported by one or more seaports, as provided in s. 311.09, or an airport whose activities and services are designed to support the transport, logistics, goods distribution, consolidation, or value-added activities related to airborne cargo.~~

Section 43. Subsections (3) and (7) of section 339.651, Florida Statutes, are amended to read:

339.651 Strategic Intermodal System supply chain demands.—

(3) The department may ~~shall~~ make up to $20 million available each year ~~for fiscal years 2023-2024 through 2027-2028,~~ from the existing work program ~~revenues,~~ to fund projects that meet the public purpose of providing increased capacity and enhanced capabilities to move and store construction aggregate. Applicants eligible for project funding under this section are seaports listed in s. 311.09 and rail lines and rail facilities.

~~(7) This section shall stand repealed on July 1, 2028.~~

Section 44. Paragraph (b) of subsection (6) of section 341.051, Florida Statutes, is amended to read:

341.051 Administration and financing of public transit and intercity bus service programs and projects.—

(6) ANNUAL APPROPRIATION.—

(b) If funds are allocated to projects that qualify for the New Starts Transit Program in the current fiscal year and a project will not be ready for production by June 30, those funds

must ~~The remaining unallocated New Starts Transit Program funds as of June 30, 2024, shall~~ be reallocated for the purpose of the Strategic Intermodal System within the State Transportation Trust Fund for the next fiscal year. ~~This paragraph expires June 30, 2026.~~

For purposes of this section, the term "net operating costs" means all operating costs of a project less any federal funds, fares, or other sources of income to the project.

Section 45. Subsections (1) and (6) of section 341.052, Florida Statutes, are amended to read:

341.052 Public transit block grant program; administration; eligible projects; limitation.—

(1) There is created a public transit block grant program which shall be administered by the department. Block grant funds shall only be provided to ~~"Section 9" providers and "Section 18"~~ providers designated by the United States Department of Transportation pursuant to 49 U.S.C. s. 5307 and community transportation coordinators as defined in chapter 427. Eligible providers must establish public transportation development plans consistent, to the maximum extent feasible, with approved local government comprehensive plans of the units of local government in which the provider is located and the long-range transportation plans of the metropolitan planning organization in which the provider is located. In developing public transportation development plans, eligible providers must solicit comments from local workforce development boards established under chapter 445. The development plans must address how the public transit provider will work with the

appropriate local workforce development board to provide services to participants in the welfare transition program. Eligible providers must provide information to the local workforce development board serving the county in which the provider is located regarding the availability of transportation services to assist program participants.

(6) The department shall distribute 85 percent of the public transit block grant funds to ~~"Section 9" and "Section 18"~~ providers designated by the United States Department of Transportation pursuant to 49 U.S.C. s. 5307. The funds shall be distributed to such ~~"Section 9" providers, and to "Section 18"~~ providers that are not designated as community transportation coordinators pursuant to chapter 427, according to the following formula, except that at least $20,000 shall be distributed to each eligible provider if application of the formula provides less than that amount for any such provider:

(a) One-third shall be distributed according to the percentage that an eligible provider's county population in the most recent year for which those population figures are available from the state census repository is of the total population of all counties served by eligible providers.

(b) One-third shall be distributed according to the percentage that the total revenue miles provided by an eligible provider, as verified by the most recent National Transit Database ~~"Section 15"~~ report to the Federal Transit Administration or a similar audited report submitted to the department, is of the total revenue miles provided by eligible providers in the state in that year.

(c) One-third shall be distributed according to the

percentage that the total passengers carried by an eligible provider, as verified by the most recent National Transit Database ~~"Section 15"~~ report submitted to the Federal Transit Administration or a similar audited report submitted to the department, is of the total number of passengers carried by eligible providers in the state in that year.

Section 46. Subsection (5) of section 348.754, Florida Statutes, is amended to read:

348.754 Purposes and powers.—

(5) The authority shall encourage the inclusion of local and small ~~local-, small-, minority-, and women-owned~~ businesses in its procurement and contracting opportunities.

Section 47. Subsection (2) of section 349.03, Florida Statutes, is amended to read:

349.03 Jacksonville Transportation Authority.—

(2) The governing body of the authority shall be composed ~~consist~~ of seven members. Four ~~Three~~ members shall be appointed by the Governor and confirmed by the Senate. Of the four members appointed by the Governor, one must be a resident of Duval County, one must be a resident of Clay County, one must be a resident of St. Johns County, and one must be a resident of Nassau County. Three members shall be appointed by the mayor of the City of Jacksonville subject to confirmation by the council of the City of Jacksonville. ~~The seventh member shall be the district secretary of the Department of Transportation serving in the district that contains the City of Jacksonville. Except for the seventh member,~~ Members appointed by the mayor of the City of Jacksonville must ~~shall~~ be residents and qualified electors of Duval County.

Section 48. Paragraphs (j) and (m) of subsection (2) of section 110.205, Florida Statutes, are amended to read:

110.205 Career service; exemptions.—

(2) EXEMPT POSITIONS.—The exempt positions that are not covered by this part include the following:

(j) The appointed secretaries and the State Surgeon General, assistant secretaries, deputy secretaries, and deputy assistant secretaries of all departments; the executive directors, assistant executive directors, deputy executive directors, and deputy assistant executive directors of all departments; the directors of all divisions and those positions determined by the department to have managerial responsibilities comparable to such positions, which positions include, but are not limited to, program directors, assistant program directors, district administrators, deputy district administrators, the Director of Central Operations Services of the Department of Children and Families, the State Transportation Development Administrator, the State Public Transportation and Modal Administrator, district secretaries, district directors of transportation development, transportation operations, transportation support, and the managers of the offices of the Department of Transportation specified in s. 20.23(4)(b) ~~s. 20.23(3)(b)~~. Unless otherwise fixed by law, the department shall set the salary and benefits of these positions and the positions of county health department directors and county health department administrators of the Department of Health in accordance with the rules of the Senior Management Service.

(m) All assistant division director, deputy division director, and bureau chief positions in any department, and

those positions determined by the department to have managerial responsibilities comparable to such positions, which include, but are not limited to:

1. Positions in the Department of Health and the Department of Children and Families which are assigned primary duties of serving as the superintendent or assistant superintendent of an institution.

2. Positions in the Department of Corrections which are assigned primary duties of serving as the warden, assistant warden, colonel, or major of an institution or that are assigned primary duties of serving as the circuit administrator or deputy circuit administrator.

3. Positions in the Department of Transportation which are assigned primary duties of serving as regional toll managers and managers of offices, as specified in s. 20.23(4)(b) and (5)(c) ~~s. 20.23(3)(b) and (4)(c)~~.

4. Positions in the Department of Environmental Protection which are assigned the duty of an Environmental Administrator or program administrator.

5. Positions in the Department of Health which are assigned the duties of Environmental Administrator, Assistant County Health Department Director, and County Health Department Financial Administrator.

6. Positions in the Department of Highway Safety and Motor Vehicles which are assigned primary duties of serving as captains in the Florida Highway Patrol.

Unless otherwise fixed by law, the department shall set the salary and benefits of the positions listed in this paragraph in

accordance with the rules established for the Selected Exempt Service.

Section 49. Paragraph (d) of subsection (3) of section 322.27, Florida Statutes, is amended to read:

322.27 Authority of department to suspend or revoke driver license or identification card.—

(3) There is established a point system for evaluation of convictions of violations of motor vehicle laws or ordinances, and violations of applicable provisions of s. 403.413(6)(b) when such violations involve the use of motor vehicles, for the determination of the continuing qualification of any person to operate a motor vehicle. The department is authorized to suspend the license of any person upon showing of its records or other good and sufficient evidence that the licensee has been convicted of violation of motor vehicle laws or ordinances, or applicable provisions of s. 403.413(6)(b), amounting to 12 or more points as determined by the point system. The suspension shall be for a period of not more than 1 year.

(d) The point system shall have as its basic element a graduated scale of points assigning relative values to convictions of the following violations:

1. Reckless driving, willful and wanton—4 points.

2. Leaving the scene of a crash resulting in property damage of more than $50—6 points.

3. Unlawful speed, or unlawful use of a wireless communications device, resulting in a crash—6 points.

4. Passing a stopped school bus:

a. Not causing or resulting in serious bodily injury to or death of another—4 points.

b. Causing or resulting in serious bodily injury to or death of another—6 points.

c. Points may not be imposed for a violation of passing a stopped school bus as provided in s. 316.172(1)(a) or (b) when enforced by a school bus infraction detection system pursuant to s. 316.173. In addition, a violation of s. 316.172(1)(a) or (b) when enforced by a school bus infraction detection system pursuant to s. 316.173 may not be used for purposes of setting motor vehicle insurance rates.

5. Unlawful speed:

a. Not in excess of 15 miles per hour of lawful or posted speed—3 points.

b. In excess of 15 miles per hour of lawful or posted speed—4 points.

c. Points may not be imposed for a violation of unlawful speed as provided in s. 316.1895 or s. 316.183 when enforced by a traffic infraction enforcement officer pursuant to s. 316.1896. In addition, a violation of s. 316.1895 or s. 316.183 when enforced by a traffic infraction enforcement officer pursuant to s. 316.1896 may not be used for purposes of setting motor vehicle insurance rates.

6. A violation of a traffic control signal device as provided in s. 316.074(1) or s. 316.075(1)(c)1.—4 points. However, points may not be imposed for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to stop at a traffic signal and when enforced by a traffic infraction enforcement officer. In addition, a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to stop at a traffic signal and when enforced by a traffic

infraction enforcement officer may not be used for purposes of setting motor vehicle insurance rates.

7. Unlawfully driving a vehicle through a railroad-highway grade crossing—6 points.

8. All other moving violations (including parking on a highway outside the limits of a municipality)—3 points. However, points may not be imposed for a violation of ~~s. 316.0741 or~~ s. 316.2065(11); and points may be imposed for a violation of s. 316.1001 only when imposed by the court after a hearing pursuant to s. 318.14(5).

9. Any moving violation covered in this paragraph, excluding unlawful speed and unlawful use of a wireless communications device, resulting in a crash—4 points.

10. Any conviction under s. 403.413(6)(b)—3 points.

11. Any conviction under s. 316.0775(2)—4 points.

12. A moving violation covered in this paragraph which is committed in conjunction with the unlawful use of a wireless communications device within a school safety zone—2 points, in addition to the points assigned for the moving violation.

Section 50. Subsection (13) of section 365.172, Florida Statutes, is amended to read:

365.172 Emergency communications.—

(13) FACILITATING EMERGENCY COMMUNICATIONS SERVICE IMPLEMENTATION.—To balance the public need for reliable emergency communications services through reliable wireless systems and the public interest served by governmental zoning and land development regulations and notwithstanding any other law or local ordinance to the contrary, the following standards shall apply to a local government’s actions, as a regulatory

body, in the regulation of the placement, construction, or modification of a wireless communications facility. This subsection may not, however, be construed to waive or alter the provisions of s. 286.011 or s. 286.0115. For the purposes of this subsection only, "local government" shall mean any municipality or county and any agency of a municipality or county only. The term "local government" does not, however, include any airport, as defined in s. 330.27 ~~by s. 330.27(2)~~, even if it is owned or controlled by or through a municipality, county, or agency of a municipality or county. Further, notwithstanding anything in this section to the contrary, this subsection does not apply to or control a local government's actions as a property or structure owner in the use of any property or structure owned by such entity for the placement, construction, or modification of wireless communications facilities. In the use of property or structures owned by the local government, however, a local government may not use its regulatory authority so as to avoid compliance with, or in a manner that does not advance, the provisions of this subsection.

(a) Colocation among wireless providers is encouraged by the state.

1.a. Colocations on towers, including nonconforming towers, that meet the requirements in sub-sub-subparagraphs (I), (II), and (III), are subject to only building permit review, which may include a review for compliance with this subparagraph. Such colocations are not subject to any design or placement requirements of the local government's land development regulations in effect at the time of the colocation that are more restrictive than those in effect at the time of the initial

antennae placement approval, to any other portion of the land development regulations, or to public hearing review. This sub-subparagraph may not preclude a public hearing for any appeal of the decision on the colocation application.

(I) The colocation does not increase the height of the tower to which the antennae are to be attached, measured to the highest point of any part of the tower or any existing antenna attached to the tower;

(II) The colocation does not increase the ground space area, commonly known as the compound, approved in the site plan for equipment enclosures and ancillary facilities; and

(III) The colocation consists of antennae, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with all applicable regulations, restrictions, or conditions, if any, applied to the initial antennae placed on the tower and to its accompanying equipment enclosures and ancillary facilities and, if applicable, applied to the tower supporting the antennae. Such regulations may include the design and aesthetic requirements, but not procedural requirements, other than those authorized by this section, of the local government’s land development regulations in effect at the time the initial antennae placement was approved.

b. Except for a historic building, structure, site, object, or district, or a tower included in sub-subparagraph a., colocations on all other existing structures that meet the requirements in sub-sub-subparagraphs (I)-(IV) shall be subject to no more than building permit review, and an administrative review for compliance with this subparagraph. Such colocations

are not subject to any portion of the local government's land development regulations not addressed herein, or to public hearing review. This sub-subparagraph may not preclude a public hearing for any appeal of the decision on the colocation application.

(I) The colocation does not increase the height of the existing structure to which the antennae are to be attached, measured to the highest point of any part of the structure or any existing antenna attached to the structure;

(II) The colocation does not increase the ground space area, otherwise known as the compound, if any, approved in the site plan for equipment enclosures and ancillary facilities;

(III) The colocation consists of antennae, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with any applicable structural or aesthetic design requirements and any requirements for location on the structure, but not prohibitions or restrictions on the placement of additional colocations on the existing structure or procedural requirements, other than those authorized by this section, of the local government's land development regulations in effect at the time of the colocation application; and

(IV) The colocation consists of antennae, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with all applicable restrictions or conditions, if any, that do not conflict with sub-sub-subparagraph (III) and were applied to the initial antennae placed on the structure and to its accompanying equipment enclosures and ancillary facilities and, if applicable, applied to the structure supporting the antennae.

c. Regulations, restrictions, conditions, or permits of the local government, acting in its regulatory capacity, that limit the number of colocations or require review processes inconsistent with this subsection do not apply to colocations addressed in this subparagraph.

d. If only a portion of the colocation does not meet the requirements of this subparagraph, such as an increase in the height of the proposed antennae over the existing structure height or a proposal to expand the ground space approved in the site plan for the equipment enclosure, where all other portions of the colocation meet the requirements of this subparagraph, that portion of the colocation only may be reviewed under the local government's regulations applicable to an initial placement of that portion of the facility, including, but not limited to, its land development regulations, and within the review timeframes of subparagraph (d)2., and the rest of the colocation shall be reviewed in accordance with this subparagraph. A colocation proposal under this subparagraph that increases the ground space area, otherwise known as the compound, approved in the original site plan for equipment enclosures and ancillary facilities by no more than a cumulative amount of 400 square feet or 50 percent of the original compound size, whichever is greater, shall, however, require no more than administrative review for compliance with the local government's regulations, including, but not limited to, land development regulations review, and building permit review, with no public hearing review. This sub-subparagraph does not preclude a public hearing for any appeal of the decision on the colocation application.

2. If a colocation does not meet the requirements of subparagraph 1., the local government may review the application under the local government's regulations, including, but not limited to, land development regulations, applicable to the placement of initial antennae and their accompanying equipment enclosure and ancillary facilities.

3. If a colocation meets the requirements of subparagraph 1., the colocation may not be considered a modification to an existing structure or an impermissible modification of a nonconforming structure.

4. The owner of the existing tower on which the proposed antennae are to be colocated shall remain responsible for compliance with any applicable condition or requirement of a permit or agreement, or any applicable condition or requirement of the land development regulations to which the existing tower had to comply at the time the tower was permitted, including any aesthetic requirements, provided the condition or requirement is not inconsistent with this paragraph.

5. An existing tower, including a nonconforming tower, may be structurally modified in order to permit colocation or may be replaced through no more than administrative review and building permit review, and is not subject to public hearing review, if the overall height of the tower is not increased and, if a replacement, the replacement tower is a monopole tower or, if the existing tower is a camouflaged tower, the replacement tower is a like-camouflaged tower. This subparagraph may not preclude a public hearing for any appeal of the decision on the application.

(b)1. A local government's land development and

construction regulations for wireless communications facilities and the local government's review of an application for the placement, construction, or modification of a wireless communications facility shall only address land development or zoning issues. In such local government regulations or review, the local government may not require information on or evaluate a wireless provider's business decisions about its service, customer demand for its service, or quality of its service to or from a particular area or site, unless the wireless provider voluntarily offers this information to the local government. In such local government regulations or review, a local government may not require information on or evaluate the wireless provider's designed service unless the information or materials are directly related to an identified land development or zoning issue or unless the wireless provider voluntarily offers the information. Information or materials directly related to an identified land development or zoning issue may include, but are not limited to, evidence that no existing structure can reasonably be used for the antennae placement instead of the construction of a new tower, that residential areas cannot be served from outside the residential area, as addressed in subparagraph 3., or that the proposed height of a new tower or initial antennae placement or a proposed height increase of a modified tower, replacement tower, or colocation is necessary to provide the provider's designed service. Nothing in this paragraph shall limit the local government from reviewing any applicable land development or zoning issue addressed in its adopted regulations that does not conflict with this section, including, but not limited to, aesthetics, landscaping, land

use-based location priorities, structural design, and setbacks.

2. Any setback or distance separation required of a tower may not exceed the minimum distance necessary, as determined by the local government, to satisfy the structural safety or aesthetic concerns that are to be protected by the setback or distance separation.

3. A local government may exclude the placement of wireless communications facilities in a residential area or residential zoning district but only in a manner that does not constitute an actual or effective prohibition of the provider's service in that residential area or zoning district. If a wireless provider demonstrates to the satisfaction of the local government that the provider cannot reasonably provide its service to the residential area or zone from outside the residential area or zone, the municipality or county and provider shall cooperate to determine an appropriate location for a wireless communications facility of an appropriate design within the residential area or zone. The local government may require that the wireless provider reimburse the reasonable costs incurred by the local government for this cooperative determination. An application for such cooperative determination may not be considered an application under paragraph (d).

4. A local government may impose a reasonable fee on applications to place, construct, or modify a wireless communications facility only if a similar fee is imposed on applicants seeking other similar types of zoning, land use, or building permit review. A local government may impose fees for the review of applications for wireless communications facilities by consultants or experts who conduct code compliance

review for the local government but any fee is limited to specifically identified reasonable expenses incurred in the review. A local government may impose reasonable surety requirements to ensure the removal of wireless communications facilities that are no longer being used.

5. A local government may impose design requirements, such as requirements for designing towers to support colocation or aesthetic requirements, except as otherwise limited in this section, but may not impose or require information on compliance with building code type standards for the construction or modification of wireless communications facilities beyond those adopted by the local government under chapter 553 and that apply to all similar types of construction.

(c) Local governments may not require wireless providers to provide evidence of a wireless communications facility's compliance with federal regulations, except evidence of compliance with applicable Federal Aviation Administration requirements under 14 C.F.R. part 77, as amended, and evidence of proper Federal Communications Commission licensure, or other evidence of Federal Communications Commission authorized spectrum use, but may request the Federal Communications Commission to provide information as to a wireless provider's compliance with federal regulations, as authorized by federal law.

(d)1. A local government shall grant or deny each properly completed application for a colocation under subparagraph (a)1. based on the application's compliance with the local government's applicable regulations, as provided for in subparagraph (a)1. and consistent with this subsection, and

within the normal timeframe for a similar building permit review but in no case later than 45 business days after the date the application is determined to be properly completed in accordance with this paragraph.

2. A local government shall grant or deny each properly completed application for any other wireless communications facility based on the application's compliance with the local government's applicable regulations, including but not limited to land development regulations, consistent with this subsection and within the normal timeframe for a similar type review but in no case later than 90 business days after the date the application is determined to be properly completed in accordance with this paragraph.

3.a. An application is deemed submitted or resubmitted on the date the application is received by the local government. If the local government does not notify the applicant in writing that the application is not completed in compliance with the local government's regulations within 20 business days after the date the application is initially submitted or additional information resubmitted, the application is deemed, for administrative purposes only, to be properly completed and properly submitted. However, the determination may not be deemed as an approval of the application. If the application is not completed in compliance with the local government's regulations, the local government shall so notify the applicant in writing and the notification must indicate with specificity any deficiencies in the required documents or deficiencies in the content of the required documents which, if cured, make the application properly completed. Upon resubmission of information

to cure the stated deficiencies, the local government shall notify the applicant, in writing, within the normal timeframes of review, but in no case longer than 20 business days after the additional information is submitted, of any remaining deficiencies that must be cured. Deficiencies in document type or content not specified by the local government do not make the application incomplete. Notwithstanding this sub-subparagraph, if a specified deficiency is not properly cured when the applicant resubmits its application to comply with the notice of deficiencies, the local government may continue to request the information until such time as the specified deficiency is cured. The local government may establish reasonable timeframes within which the required information to cure the application deficiency is to be provided or the application will be considered withdrawn or closed.

b. If the local government fails to grant or deny a properly completed application for a wireless communications facility within the timeframes set forth in this paragraph, the application shall be deemed automatically approved and the applicant may proceed with placement of the facilities without interference or penalty. The timeframes specified in subparagraph 2. may be extended only to the extent that the application has not been granted or denied because the local government's procedures generally applicable to all other similar types of applications require action by the governing body and such action has not taken place within the timeframes specified in subparagraph 2. Under such circumstances, the local government must act to either grant or deny the application at its next regularly scheduled meeting or, otherwise, the

application is deemed to be automatically approved.

c. To be effective, a waiver of the timeframes set forth in this paragraph must be voluntarily agreed to by the applicant and the local government. A local government may request, but not require, a waiver of the timeframes by the applicant, except that, with respect to a specific application, a one-time waiver may be required in the case of a declared local, state, or federal emergency that directly affects the administration of all permitting activities of the local government.

(e) The replacement of or modification to a wireless communications facility, except a tower, that results in a wireless communications facility not readily discernibly different in size, type, and appearance when viewed from ground level from surrounding properties, and the replacement or modification of equipment that is not visible from surrounding properties, all as reasonably determined by the local government, are subject to no more than applicable building permit review.

(f) Any other law to the contrary notwithstanding, the Department of Management Services shall negotiate, in the name of the state, leases for wireless communications facilities that provide access to state government-owned property not acquired for transportation purposes, and the Department of Transportation shall negotiate, in the name of the state, leases for wireless communications facilities that provide access to property acquired for state rights-of-way. On property acquired for transportation purposes, leases shall be granted in accordance with s. 337.251. On other state government-owned property, leases shall be granted on a space available, first-

come, first-served basis. Payments required by state government under a lease must be reasonable and must reflect the market rate for the use of the state government-owned property. The Department of Management Services and the Department of Transportation are authorized to adopt rules for the terms and conditions and granting of any such leases.

(g) If any person adversely affected by any action, or failure to act, or regulation, or requirement of a local government in the review or regulation of the wireless communication facilities files an appeal or brings an appropriate action in a court or venue of competent jurisdiction, following the exhaustion of all administrative remedies, the matter shall be considered on an expedited basis.

Section 51. Subsection (2) of section 379.2293, Florida Statutes, is amended to read:

379.2293 Airport activities within the scope of a federally approved wildlife hazard management plan or a federal or state permit or other authorization for depredation or harassment.—

(2) An airport authority or other entity owning or operating an airport, as defined in s. 330.27 ~~s. 330.27(2)~~, is not subject to any administrative or civil penalty, restriction, or other sanction with respect to any authorized action taken in a non-negligent manner for the purpose of protecting human life or aircraft safety from wildlife hazards.

Section 52. Subsection (22) of section 493.6101, Florida Statutes, is amended to read:

493.6101 Definitions.—

(22) "Repossession" means the recovery of a motor vehicle as defined under s. 320.01(1), a mobile home as defined in s.

320.01(2), a motorboat as defined under s. 327.02, an aircraft as defined in s. 330.27 ~~s. 330.27(1)~~, a personal watercraft as defined in s. 327.02, an all-terrain vehicle as defined in s. 316.2074, farm equipment as defined under s. 686.402, or industrial equipment, by an individual who is authorized by the legal owner, lienholder, or lessor to recover, or to collect money payment in lieu of recovery of, that which has been sold or leased under a security agreement that contains a repossession clause. As used in this subsection, the term "industrial equipment" includes, but is not limited to, tractors, road rollers, cranes, forklifts, backhoes, and bulldozers. The term "industrial equipment" also includes other vehicles that are propelled by power other than muscular power and that are used in the manufacture of goods or used in the provision of services. A repossession is complete when a licensed recovery agent is in control, custody, and possession of such repossessed property. Property that is being repossessed shall be considered to be in the control, custody, and possession of a recovery agent if the property being repossessed is secured in preparation for transport from the site of the recovery by means of being attached to or placed on the towing or other transport vehicle or if the property being repossessed is being operated or about to be operated by an employee of the recovery agency.

Section 53. Paragraph (c) of subsection (1) of section 493.6403, Florida Statutes, is amended to read:

493.6403 License requirements.—

(1) In addition to the license requirements set forth in this chapter, each individual or agency shall comply with the

following additional requirements:

(c) An applicant for a Class "E" license shall have at least 1 year of lawfully gained, verifiable, full-time experience in one, or a combination of more than one, of the following:

1. Repossession of motor vehicles as defined in s. 320.01(1), mobile homes as defined in s. 320.01(2), motorboats as defined in s. 327.02, aircraft as defined in s. 330.27 ~~s. 330.27(1)~~, personal watercraft as defined in s. 327.02, all-terrain vehicles as defined in s. 316.2074, farm equipment as defined under s. 686.402, or industrial equipment as defined in s. 493.6101(22).

2. Work as a Class "EE" licensed intern.

Section 54. (1) The Department of Transportation shall coordinate with all state agencies, including the Department of Environmental Protection, and water management districts to establish a workgroup to review state statutes, policies, practices, and standards relating to statewide mapping programs. Notwithstanding s. 20.255(9), Florida Statutes, the Department of Transportation is the lead agency for the development and review of policies, practices, and standards related to geospatial data managed by state agencies and water management districts under this section for the 2025-2026 fiscal year.

(2) The Department of Transportation may issue a request for proposals pursuant to s. 287.057, Florida Statutes, for the procurement of a program to manage all surveys, mapping, and data collection that use light detection and ranging (LiDAR), high-resolution aerial imagery, including orthoimagery and oblique imagery, and other similar mapping technologies. The

proposals may provide for co-collection of data by aerial imagery, LiDAR, and other methods. Surveying, mapping, and data collection must be conducted in a manner that considers United States Geological Survey recommendations for technologies, standards, and specifications.

(3) The Department of Transportation, in coordination with the workgroup, shall review state statutes and policies related to geospatial data sharing throughout state government and make recommendations to the President of the Senate and the Speaker of the House of Representatives by November 15, 2025, for any legislative action necessary to establish the Department of Transportation as the primary point of contact for statewide geographic information systems and to update statutes relating to geographic information systems and geospatial data sharing to allow for coordination and access to such systems and geospatial data. The recommendations must provide a survey of data needs, including minimum density and elevation; consider means to ensure accuracy, consistency, and interoperability that effectively support critical functions across all users; and provide recommendations necessary to make the data collected available to all users, including information technology needs and any recommendations for cost sharing or interagency agreements. The recommendations must take into account anticipated efficiencies and cost savings while balancing the need for different types and densities of data and their uses.

Section 55. This act shall take effect July 1, 2025.

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

CONSIDER THE ACCEPTANCE OF THE DONATION OF PROPERTY LOCATED ON SOUTH RIVERSIDE DRIVE FROM M. RANDOLPH MCHENRY AND SHARON M. MCHENRY VIA QUIT CLAIM DEED.

August 26, 2025

Background:

M. Randolph McHenry and Sharon M. McHenry have offered to donate the property on South Riverside Drive and bordering on Clinch Street. The McHenry's ask that a sign be placed on the property acknowledging the donation.

Staff recommends approval.

Fiscal Analysis:

No acquisition cost to the City. City will absorb future maintenance costs.

Strategic Plan Item:

No

Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

Quit Claim Deed 7-28-25.docx
Diagram - McHenry Park.docx
Quit Claim Deed McHenry.pdf

Prepared by and return to:

Glenn D. Storch, P.A.
420 South Nova Road
Daytona Beach, FL 32114

_____ [Space Above This Line For Recording Data] _____

Quit Claim Deed

This Quit Claim Deed made this ___ day of June, 2024, between, **M. Randolph McHenry and Sharon M. McHenry, Joint Tenants with Right of Survivorship,** whose post office address is 701 N. Atlantic Ave., Apt. 801, New Smyrna Beach, FL 32168, grantors, and **City of New Smyrna Beach,** whose post office address is 210 Sams Avenue New Smyrna Beach, FL 32168, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantors, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantees, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantees, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantors have in and to the following described land, situate, lying and being in Volusia County, Florida, to-wit:

See Exhibit "A"

Parcel ID Number: 7441-38-07-0421

Grantors warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

THIS DEED IS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE SEARCH.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

[Signature Page Attached]

In Witness Whereof, grantors have hereunto set grantors' hands and seals the day and year first above written.

_____ _____(Seal)
M. Randolph McHenry

Witness Name: _____
Witness Address: _____
_____

_____ _____(Seal)
Sharon M. McHenry

Witness Name: _____
Witness Address: _____
_____

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this ____ day of _____, 2025, by M. Randolph McHenry and Sharon M. McHenry, who [_] are personally known or [_] have produced the following as identification: _____.

[Notary Seal]

_____
Notary Public

My Commission Expires:

Exhibit A

A parcel of land being part of Clinch Street and Front Street and part of the land lying between Front Street and the Indian River as shown on the plat of Andrews Subdivision, originally recorded in Plat Book 2 at Page 68 and refiled in Plat Book 17 at Page 79, located in Section 41, Township 17 South, Range 34 East, Volusia County, State of Florida, being more particularly described as follows:

Beginning at the intersection of the southwesterly right of way line of Magnolia Street and a line 15 feet southeasterly from and parallel with the northwesterly right of way line of Clinch Street, as shown on the plat of Andrews Subdivision, said parallel line being the northwesterly right of way line of the Florida East Coast Railway as described in a deed recorded in Deed Book 32 at Page 302 of the public records of Volusia County;

THENCE North 66°24'56" East, a distance of 518.71 Feet, along said parallel line, being said northwesterly right of way line of the Florida East Coast Railway;

THENCE South 28°09'43" East, a distance of 8.85 Feet, along the Mean High Water Line of the Indian River;

THENCE South 23°33'32" East, a distance of 34.90 Feet, along said Mean High Water Line;

THENCE South 18°47'25" East, a distance of 6.30 Feet, along said Mean High Water Line;

THENCE South 66°24'56' West, a distance of 520.79 Feet, along the southeasterly right of way line of the Florida East Coast Railway as described in said deed recorded in Deed Book 32 at Page 302 and being parallel with and 65 feet from said northwesterly right of way line of Clinch Street;

THENCE North 21°23'30" West, a distance of 50.04 Feet, along the southeasterly extension of said southwesterly right of way line of Magnolia Street and along said southwesterly right of way line, as shown on the plat Bond-Howell Subdivision, recorded in Plat Book 9 at Page 257, to the POINT OF BEGINNING.

Containing an area of 26,014 Square Feet or 0.5972 Acres, more or less.


Volusia County
Florida
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Prepared by and return to:
Corey D. Brown, Esq.
Glenn D. Storch, P.A.
420 South Nova Road
Daytona Beach, FL 32114

_____ [Space Above This Line For Recording Data] _____

Quit Claim Deed

This Quit Claim Deed made this ____ day of _____, 2025, between **M. Randolph McHenry and Sharon M. McHenry, Joint Tenants with Right of Survivorship**, whose post office address is 701 N. Atlantic Avenue, Unit 801, New Smyrna Beach, FL 32169, grantor, and **City of New Smyrna Beach, a Florida municipal corporation**, whose post office address is 210 Sams Avenue, New Smyrna Beach, FL 32168, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantors, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantees, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantees, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantors have in and to the following described land, situate, lying and being in Volusia County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

Parcel ID Number: 7441-38-07-0421

Grantors warrant that at the time of this conveyance, the subject property is not the Grantors' homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

THIS DEED IS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE SEARCH.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantors have hereunto set grantors' hands and seals the day and year first above written.

_____

Witness Name: _____
Witness Address: _____
_____

_____

Witness Name: _____
Witness Address: _____
_____

_____
M. Randolph McHenry

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2025, by M. Randolph McHenry, who [ ] is personally known or [ ] who has produced the following as identification: _____.

[Notary Seal]

_____
Notary Public

My Commission Expires:

In Witness Whereof, grantors have hereunto set grantors' hands and seals the day and year first above written.

_____

Witness Name: _____
Witness Address: _____
_____

_____

Witness Name: _____
Witness Address: _____
_____

_____
Sharon M. McHenry

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2025, by Sharon M. McHenry, who [ ] is personally known or [ ] who has produced the following as identification: _____.

[Notary Seal]

_____
Notary Public

My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land being part of Clinch Street and Front Street and part of the land lying between Front Street and the Indian River as shown on the plat of Andrews Subdivision, originally recorded in Plat Book 2 at Page 68 and refiled in Plat Book 17 at Page 79, located in Section 41, Township 17 South, Range 34 East, Volusia County, State of Florida, being more particularly described as follows:

Beginning at the intersection of the southwesterly right of way line of Magnolia Street and a line 15 feet southeasterly from and parallel with the northwesterly right of way line of Clinch Street, as shown on the plat of Andrews Subdivision, said parallel line being the northwesterly right of way line of the Florida East Coast Railway as described in a deed recorded in Deed Book 32 at Page 302 of the public records of Volusia County;

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THENCE South 28°09'43" East, a distance of 8.85 Feet, along the Mean High Water Line of the Indian River;

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THENCE South 18°47'25" East, a distance of 6.30 Feet, along said Mean High Water Line;

THENCE South 66°24'56" West, a distance of 520.79 Feet, along the southeasterly right of way line of the Florida East Coast Railway as described in said deed recorded in Deed Book 32 at Page 302 and being parallel with and 65 feet from said northwesterly right of way line of Clinch Street;

THENCE North 21°23'30" West, a distance of 50.04 Feet, along the southeasterly extension of said southwesterly right of way line of Magnolia Street and along said southwesterly right of way line, as shown on the plat Bond-Howell Subdivision, recorded in Plat Book 9 at Page 257, to the POINT OF BEGINNING.

Containing an area of 26,014 Square Feet or 0.5972 Acres, more or less.

Volusia County
Florida



Legend

Preliminary Parcels

Notes

160.9 0 80.44 160.9 Feet

NAD_1983_HARN_StatePlane_Florida_East_FIPS_0901_Feet

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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

CONSIDER THE APPROVAL OF AN EMPLOYMENT CONTRACT FOR THE CITY CLERK.

August 26, 2025

Background:

After successfully serving seven months in her role as Interim City Clerk, the City Commission directed the City Attorney at the August 12 City Commission meeting to draft a contract removing the Interim status of the City Clerk.

Fiscal Analysis:

Attached please find the City Clerk contract.

Strategic Plan Item:

No

Staff Report Created By: Carrie Avallone - City Attorney

Attachments:

Taylor-Harding City Clerk Contract.pdf

CITY CLERK EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into the 26th day of August, 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 27, 2025, and shall remain in effect until November 25, 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 November 25, 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 changes to 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 $130,000 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 **EMPLOYEE**

_____ _____

Fred E. Cleveland, Mayor **Sharon Taylor-Harding**

ATTEST:

_____

Kevin Cowper, City Manager

Approved as to Form and Correctness:

_____

Carrie Avallone
City Attorney

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

RESOLUTION NO. 23-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH, IF ADOPTED, WOULD SUNSET THE ECONOMIC DEVELOPMENT TASK FORCE.

August 26, 2025

Background:

The Economic Development Task Force was established by City Resolution 27-22 on June 14, 2022, with a mission of identifying strategies and techniques to achieve the City's economic development strategic goals and objectives.

Members of the Economic Development Task Force were appointed by the City Commission for a term of three years, which expire September 1, 2025.

Findings:

Duties and Responsibilities included:

In collaboration with the CRA/Economic Development Director, the Economic Development Task Force will play an integral role in the formation of the city's economic development programs, projects, and marketing initiatives. For the city to be competitive, the EDTF will analyze the city's private-sector commercial/industrial development and job growth efforts.

The EDTF will provide direction, definition, and clarity to the city's economic development future for today and looking forward to 2033, using 5 focus areas as its guide. Focus areas will include **workforce development**, **infrastructure**, **business climate**, **land development regulations, and commercial/industrial real estate development.**

The EDTF has been successful in conducting a business survey, encouraging the Deering Park Innovation Center to be approved as the first "Live, Work, Play" Concept, promoting CRA Grant Programs, Tax Abatement Program Approval, Workshops and workforce development programs with partners such as SEVMTC, SEV Chamber of Commerce, CareerSource, Commercial Realtors Committee.

Task Forces are typically created for a specific task and in this particular case, the terms of each member are set to expire September 1, 2025. The City's Comprehensive Economic Development Strategic Plan, COMP Plan and Community Redevelopment Plan are in the beginning stages of being updated. An Economic Development Advisory Board is more appropriate for the strategic planning and subsequent work that is to be accomplished.

Motion to approve Resolution 23-25.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Samantha Bergeron - CRA / Economic Development Director

Attachments:

Resolution No. 27-22 Establishing Economic Development Task Force.pdf
RES 23-25 Dissolving Economic Development Task Force.pdf

RESOLUTION NO. 27-22

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA CREATING AN ECONOMIC DEVELOPMENT TASK FORCE; 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 to the City Commission, the City Manager, or to any department within the City; and

WHEREAS, the City Commission seeks to solicit the assistance of a group of knowledgeable citizens regarding the City's economic development on an assignment basis; and

WHEREAS, it is the desire of the City Commission to create the Economic Development Task Force to accomplish such goals.

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

SECTION 1: ***Establishment.*** There is hereby created an Economic Development Task Force.

SECTION 2: ***Membership.*** The Economic Development Task Force membership will vary in number and would be determined by project.

SECTION 3: ***Terms.*** The members of the Economic Development Task Force shall serve until the project assigned is complete. Members shall continue to serve until removed or replaced.

SECTION 4: ***Vacancies.*** The members of the Economic Development Task Force serve at the pleasure of the City Commission and may be removed from the Task Force 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 vacated position. The Economic Development Task Force shall work with and report to the City Manager, and be supported by the CRA/Economic Development Director.

SECTION 5: ***Qualifications of members.*** Wherever possible the City Commission shall appoint members to the Economic Development Task Force who have demonstrated expertise, training, education or experience in economic development efforts. City officers and employees and members of other City advisory boards may not serve as members of the Economic Development Task Force.

SECTION 6: ***Duties.*** Economic Development Task Force will review and advise staff and the City Commission on specific, defined economic development initiatives or challenges; and perform such other duties and assignments as requested by the City Manager.

SECTION 7: ***Meetings.*** The Economic Development Task Force will meet as called upon by the City Commission. A majority of the members of the Economic Development Task Force shall constitute a quorum. A majority of the members present at a meeting shall be necessary to make any determination required by the Task Force. Meetings shall be open to the public and minutes shall be kept. A public record of the Task Force's minutes shall be maintained and made available for inspection by the public.

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: 6/7/2022

The Within and Foregoing Resolution No. 27-22 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at the City Commission Chambers in said City on June 14, 2022. Motion was made by Commissioner Sachs, and seconded by Vice Mayor 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 RUSSELL OWEN	Yes
VICE MAYOR JASON MCGUIRK	Yes
COMMISSIONER JACOB D. SACHS	Yes
COMMISSIONER RANDY HARTMAN	Yes
COMMISSIONER MICHAEL KOLODY	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

RESOLUTION NO. 27-22

RESOLUTION NO. 23-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH DISSOLVING THE ECONOMIC DEVELOPMENT TASK FORCE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution No. 27-22 establishing the Economic Development Task Force; and

WHEREAS, the Economic Development Task Force was charged with reviewing and advising staff and the City Commission on specific, defined economic development initiatives or challenges; and performing such other duties and assignments as requested by the City Manager; and

WHEREAS, the terms of the Economic Development Task Force members expire on September 1, 2025; and

WHEREAS, the members of the Economic Development Task Force have diligently served the City and its residents, and their service is deeply appreciated; and

WHEREAS, the City Commission now desires to dissolve the Economic Development Task Force.

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

SECTION 1: That the Economic Development Task Force created by Resolution No. 27-22, is hereby dissolved.

SECTION 2: All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 3: This Resolution shall take effect on September 1, 2025.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 8/20/2025

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

RESOLUTION NO. 24-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH, IF ADOPTED, WOULD RE-INSTATE THE ECONOMIC DEVELOPMENT ADVISORY BOARD AND PRESCRIBING BY-LAWS INCLUDING QUALIFICATIONS, TERMS AND DUTIES.

August 26, 2025

Background:

Resolution No. 18-10 (Apr. 27, 2010) created the Economic Development Advisory Board (EDAB), prescribed qualifications and duties, and established the procedure for appointments of seven members to the-EDAB;

Resolution No. 18-10 (Apr. 27, 2010) created the Economic Development Advisory Board (EDAB), prescribed qualifications and duties, and established the procedure for appointments of seven members to the-EDAB;

Resolution 22-17 (September 26, 2017) City staff recommends a further revision to the procedure for appointment of the board members.

Resolution 27-22 (June 14, 2022) established the Economic Development Task Force with all members' terms expiring September 1, 2025.

Findings:

The City and CRA are in the process of updating several plans:

- CRA Plan
- Comprehensive Economic Development Strategic Plan
- Comprehensive Plan (including Economic Development Element)

The need for an Economic Development Advisory Board whose members have staggered terms is key to this important work to be finalized and carried forward for consistency as many of the goals are strategic and long range. Additionally, the proposed By-Laws include criteria for membership, which encourage business owners in New Smyrna Beach to join this Advisory Board so that City Commissioners can have full information as to challenges and opportunities to help our business community grown and prosper.

Motion to approve Resolution No. 24-25.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Samantha Bergeron - CRA / Economic Development Director

Attachments:

Resolution No. 22-22 Dissolving EDAB.pdf
18-10 Economic Development Advisory Board Created.pdf
18-10 Amended-Economic Development Advisory Board.pdf
RES 24-25 Establishing EDAB.pdf

RESOLUTION NO. 22-22

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, DISSOLVING THE ECONOMIC DEVELOPMENT ADVISORY BOARD; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution No. 18-10 establishing the Economic Development Advisory Board; and

WHEREAS, the Economic Development Advisory Board was 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; and

WHEREAS, the members of the Economic Development Advisory Board have diligently served the City and its residents for many years and their service is deeply appreciated; and

WHEREAS, the City believes a task force that meets as needed and with varied membership depending on the tasks would be more beneficial to the City and its residents at this time; and

WHEREAS, the City Commission now desires to dissolve the Economic Development Advisory Board with the intent to create an Economic Development Task Force.

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

SECTION 1: That the Economic Development Advisory Board created by Resolution No. 18-10, is hereby dissolved.

SECTION 2: All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 3: This Resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 6/6/2022

The Within and Foregoing Resolution No. 22-22 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at the City Commission Chambers in said City on June 14, 2022. Motion was made by Commissioner Sachs, and seconded by Vice Mayor 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 RUSSELL OWEN	Yes
VICE MAYOR JASON MCGUIRK	Yes
COMMISSIONER JACOB D. SACHS	Yes
COMMISSIONER RANDY HARTMAN	Yes
COMMISSIONER MICHAEL KOLODY	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

RESOLUTION NO. 22-22

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.

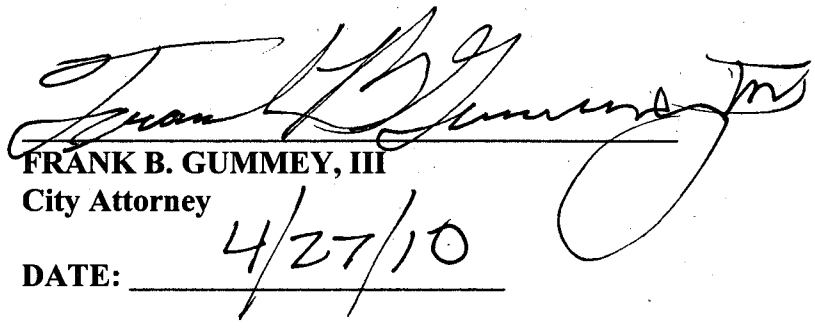
SECTION 6: Duties. The Economic Development Advisory Board is charged with making recommendations to the City Commission and City Manager regarding the implementation and funding of the City's Economic Development Plan, fostering economic development within the City, and performing such other duties 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. 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 eight regular members. Board members shall serve without compensation.

SECTION 3: Each member of the City Commission shall nominate one regular Board member for appointment by the City Commission 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 non-voting 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 eight 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.

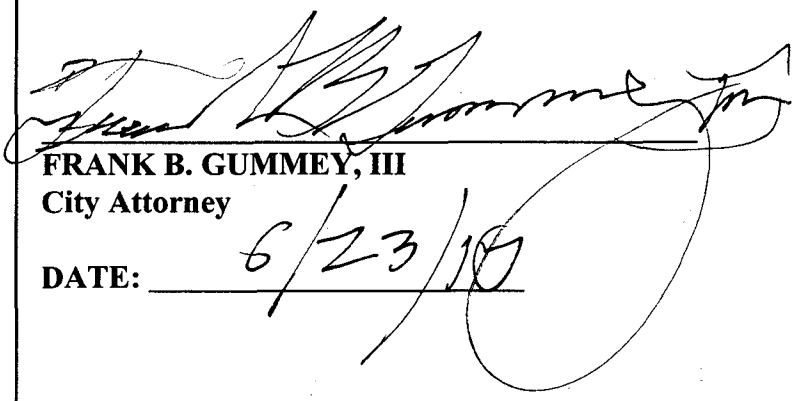
SECTION 6: Duties. The Economic Development Advisory Board is charged with making recommendations to the City Commission and City Manager regarding the implementation and funding of the City's Economic Development Plan, fostering economic development within the City, and performing such other duties 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: 6/23/10

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**

The Within and Foregoing Resolution No. 18-10 as amended by the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at City Hall in said City on June 22, 2010. Motion was made by Vice Mayor Plaskett, and seconded by Commissioner Grasty, that said Resolution, as amended, be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution, as amended 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.

Adam Barringer

As Mayor of the City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

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 six regular members. Board members shall serve without compensation.

SECTION 3: The City Commission shall appoint six people 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 non-voting Board member ex officio.

SECTION 4: The six 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. 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: 8/20/2025

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 41-25: CONDUCT A SECOND READING AND PUBLIC HEARING, WHICH, IF ADOPTED, WOULD AMEND SIGN DEFINITIONS AND REQUIRED IMPROVEMENTS

August 26, 2025

Background:

A major update to the sign regulation was done in 2011. See attached ordinance number 108-11, **Exhibit C**, with associated staff report from 2011. Before the City Commission approved that new legislation, there was a sign committee formed that included the planning department, code enforcement staff, several sign contractors, local business owners, and a member from the Historic New Smyrna Beach Preservation Commission. After the final draft was completed, the planning department posted the proposed changes on the city website. The proposed changes were also forward to the Southeast Volusia Chamber of Commerce and the Volusia County Association for Responsible Development, (VCARD). The entire regulation was replaced and a 10-year amortization to remove all pole signs within the city by November 29, 2021. Before that 10-year amortization period ended, the City Commission extended, along with other conditions to November 29, 2025. See Ordinance number 31-21, **Exhibit E**. This was done during the Covid-19 period and the Commission did not want to create an additional hardship during this time. Under ordinance 54-21, **Exhibit F**, the city commission approved a path for any future designated vintage pole signs to stay after the required removal. The Historic New Smyrna Beach Preservation Commission was tasked in reviewing and approving the vintage sign designation applications. There are currently four (4) vintage signs within the city (Southern Paint, Pappa's Restaurant, Pappa's Plaza, and the Dairy Queen). The final amortization date for all non-vintage pole signs is November 29, 2025 which will impact 145 signs.

Findings:

On May 15, 2025 staff reviewed the sign amortization schedule with the City Commission at a workshop and was given direction to remove the amortization provision from the code altogether. Later staff received additional direction from the City Manager to add new provisions to address the proliferation of feather signs and electronic message boards The current code does not clearly distinguish between a flag and a feather sign which makes them difficult to regulate. Electronic message boards are strictly regulated but there is a desire to allow them for institutional uses such as schools, churches and government properties. In addition, staff is proposing a few very minor amendments since this section is being opened for discussion.

These proposed amendments were considered by the Planning and Zoning Board on July

7th and received a unanimous recommendation for approval to the City Commission.

Exhibit A: Pole Sign Map.pdf
Exhibit B: Pole Sign List
Exhibit C: Ordinance 108-11.pdf
Exhibit D: ZT-11-11 Staff Report with PZ recommendation
Exhibit E: ORD 31-21 Sec 604.12 Signs
Exhibit F: Ordinance 54-21 LDR Amendment Sec 604.12 Vintage Signs
Exhibit G: Proposed Sign Regulations Definitions
Exhibit H: Proposed Required Improvements

Recommendation:

Staff recommends approval.

Fiscal Analysis:
NA

Strategic Plan Item:
Yes

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Pole_Sign_Map.pdf
Pole_Sign_List.pdf
Ordinance_108-11.pdf
ZT-11-11_Staff_Report_with_PZ_recommendation.pdf
ORD_31-21_Sec_604.12_Signs.pdf
Ordinance_54-21_LDR_Amendment_Sec_604.12_Vintage_Signs.pdf
205.00.___Sign_regulations_definitions 6.16.25.pdf
604.00.___Required_improvements. Signs RMSC 7.9.25.pdf
Business Impact Estimate - Ord 41-25 LDR Sign Code Update.pdf
Ord 41-25 LDR Sign Code Update.pdf

POLE SIGN MAP

0 3,000 Feet

- POLE SIGN
- LOCAL ROAD
- PARCEL
- WATER
- CITY BOUNDARY

N

NEW SMYRNA BEACH

April 2025

MAP ID	BUSINESS NAME	BUSINESS ADDRESS	OWNER NAME	OWNER ADDRESS
1	Vacant Property	2606 N DIXIE FWY	CDCP INC	911 N DIXIE FREEWAY, NSB 32168
2	Mobile/Circle K	2600 N DIXIE FWY	BRENNAN FRANCIS X III	4370 SE 26TH TER RD, OCALA FL 34480 7260
3	BOTTOMS UP CLUB/MOTEL	2520 N DIXIE FWY	RINTRONA DOMINICK	PO BOX 884, NSB 32170
4	ARMED 'N DANGEROUS CYCLES	2514 N DIXIE FWY	MARLENE DJUSIC, ROBERT LASIC	PO BOX 1891, NSB 32170
5	ENTERPRISE RENT-A-CAR	2510 N DIXIE FWY	EDWIN C SIMONSEN	208 SCHOONER AVE EDGEWATER FL 32141
6	LOST LAGOON RESTAURANT	2004 N DIXIE FWY	CASTAWAY RESTAURANT GROUP LLC	2004 N DIXIE FRWY NSB 32168
7	TAYLOR STORAGE	1350 N DIXIE FWY	CHERKLEY MANAGEMENT GROUP LLC	1350 N DIXIE HWY
8	PARK AVENUE MOTORS	1313 N DIXIE FWY	TODD & KRISTIN WESTPFAHL	126 S CORY DR EDGEWATER 32141
9	BLUE HERON MOTEL	1204 N DIXIE FWY	VAUTOUR LLC	1204 N DIXIE FRWY NSB 32168
10	NSB CHIROPRACTIC CLINIC	1205 N DIXIE FWY	PROKOP ENTERPRISES LLC	1205 N DIXIE FRWY NSB 32168
11	MOM'S HOME COOKING	1201 N DIXIE FWY	SALVATOR & LOUISE ZARBO	4502 S ATLANTIC AVE NSB 32169
12	OCEAN AIR MOTEL	1161 N DIXIE FWY	FRED & SHARON VINCENT	1161 N DIXIE FRWY NSB 32168
13	SWIM TOTTS	1159 N DIXIE FWY	AMBER THOMPSON	1159A N DIXIE FWY NSB 32168
14	DUDLEY FUNERAL HOME	1108 N DIXIE FWY	DEBELLA INC	1108 N DIXIE FRWY
15	NOCTURNE MOTEL	1104 N DIXIE FWY	JESSICA UREMOVIC	1104 N DIXIE FRWY NSB 32168
16	BENS PAINT SUPPLY/SIGN SHOP	1102 N DIXIE FWY	BENS AUTO-MARINE INC	1102 N DIXIE FRWY NSB 32168
17	HIDDEN LAKES GOLF CLUB	1100 N DIXIE FWY	GOLF COURSE HOLDINGS LLC	1891 HIGH ST LONGWOOD FL 32750
18	WHITE BIRD MOTEL	1100 N DIXIE FWY	SEASUNS INC	24850 VINCNA ST DEARBORN MI 48124
19	LAUNDRY/LEASING CENTER	1109 N DIXIE FWY	CHRIS PAPPS	PO BOX 1946 NSB 32170
20	SOUTHEAST SELF STORAGE	450 TURNBULL BAY RD	DELAWARE GROUP	1414 N PENINSULA AVE nsb 32169
21	U HAUL SELF STORAGE	500 TURNBULL BAY RD	THREE C BAC SELF STORAGE LTD PARTNERSHIP	3077 E CHANDLER PHOENIX AZ 85012
22	BANANA SPLIT REPUBLIC	1042 N DIXIE FWY	PERRINE ARNOLD H JR & DIANNA S	690 ORA DELLA AVE TITUSVILLE FL 32796
23	PERRINE'S PRODUCE	1042 N DIXIE FWY	PERRINE ARNOLD H JR & DIANNA S	690 ORA DELLA AVE TITUSVILLE FL 32796
24	COMPUTERS BY THE SEA	1003 N DIXIE FWY	IDICOM INC	911 N DIXIE FRWY NSB 32168
25	SUZUKI	911 N DIXIE FWY	DIAMOND MOTORS OF DAYTONA LLC	911 N DIXIE FRWY NSB 32168
26	REGIONS BANK	900 N DIXIE FWY	AILANI NORTH DIXIE LLC	1055 N DIXIE FRWY NSB 32168
27	1 MOTORS	840 N DIXIE FWY	BACI INVESTMENT PROPERTIES LLC	830 N DIXIE FRWY NSB 32168
28	TUSCAN INN	835 N DIXIE FWY	LAXMI OF NEW SMYRNA BEACH LLC	835 N DIXIE FWY NSB 32168
29	BACI PIZZERIA & RISTORANTE	830 N DIXIE FWY	CARMINE CORTESE & JOHN ANTHONY CORTESE	830 N DIXIE FRWY NSB 32168
30	1 MOTORS	828 N DIXIE FWY	LYON PROPERTY HOLDINGS OF FLORIDA LLC	PO BOX 1141 NSB 32170
31	AMERIPRISE FINANCIAL	824 N DIXIE FWY	EDWARD AFTUCK	32 CUNNINGHAM DR NSB 32168
32	SHANGRI-LA MOTEL	803 N DIXIE FWY	SARALYN A SCHAAF	PO BOX 723 NSB 32170
33	RIVERSIDE MOTORCARS INC	726 N DIXIE FWY	F & F CARS LLC	726 N DIXIE FREEWAY NSB 32168
34	TERRACE GARDEN NORTH MOTEL	724 N DIXIE FWY	SYDIAN GROUP LLC	9 FORE DR NSB 32168
35	BUDGET RENT A CAR	715 N DIXIE FWY	MARA HOLDINGS LLC REAL ESTATE TAX DEP	6 SYLVAN WAY PERSIPPANY NJ 07054
36	RAVIS BROS	708 N DIXIE FWY	AIR SPECIALISTS OF VOL CTY INC	708 N DIXIE FRWY NSB 32168
37	VACANT RESTAURANT	705 N DIXIE FWY	TNS PARTNERSHIP LLP	11301 SW 91ST AVE MIAMI FL 33176
38	BLACKBEARDS RESTAURANT	701 N DIXIE FWY	RANDALL B KINZEY	658 NEEDLERUSH RD PORT ORANGE FL 32127
39	CRYOTHERAPY AND O2 BAR	646 N DIXIE FWY	THOMAS HIKEC	PO BOX 1631 NSB 32170
40	SMYRNA AUTO AIR	646 N DIXIE FWY	THOMAS HIKEC	PO BOX 1631 NSB 32170
41	TACO SHACK	642 N DIXIE FWY	EMILY E COLON	2351 EVERGREEN DR EDGEWATER FL 32141
42	POOLE'S MOTEL	635 N DIXIE FWY	HAZ SOOK INC	635 N DIXIE FREEWAY NSB 32168
43	MARATHON	620 N DIXIE FWY	DEEP PETROLEUM INC	620 N DIXIE FREEWAY NSB 32168
44	HILL BROS TIRE CO	623 N DIXIE FWY	VEENE INC	1530 VICTORY PALM DR EDGEWATER FL 32132
45	ADVANCE DISCOUNT AUTO PARTS	613 N DIXIE FWY	SPIRIT MASTER FUNDING X LLC	2727 N HARWOOD ST STE 300 DALLAS TX 75201
46	VACANT (PICKERS BARN)	540 N DIXIE FWY	BARKER FINANCIAL LLC	114 1/2 E COLLEGE ST STE 1 IOWA CITY IA 52240
47	GARY'S TRANSMISSIONS	539 N DIXIE FWY	STUART NICHOLSON & NICHOLSON FAMILY TRUST	25 ASPEN TRL NEBO NC 28761
48	VOLUSIA COUNTY PUBLIC WORKS	530 N DIXIE FWY	COUNTY OF VOLUSIA	123 W INDIANA AVE DELAND FL 32720
49	HALIFAX URBAN MINISTRIES SOUTH	524 N DIXIE FWY	500 BLOCK N DIXIE NSB LLC	700 S RIVERSIDE DR NSB 32168
50	GLOBE EXTERMINATORS	521 N DIXIE FWY	ROBERT PEPE	5484 RIVERSIDE DR PORT ORANGE FL 32127
51	DERMATOLOGY	519 N DIXIE FWY	MICHAEL M GUTIERREZ	7652 ASHLEY PARK CT #306 ORLANDO FL 32835
52	SALTY DOG TOO CAR WASH	508 N DIXIE FWY	508 N DIXIE INC	3086 LOG CABIN LN EDGEWATER FL 32132
53	METRO PCS	504 N DIXIE FWY	CAROLYN QUEENER	5880 WOODPOINT TER PORT ORANGE FL 32128
54	SUNDOWN SMOKEHOUSE	515 N DIXIE FWY	MARK RENAUD	113 CRYSTAL VIEW E SANFORD FL 32773
55	NU-DAY PLAZA/ SEASIDE SEWING & QUILTS	401 MARY AV	MESSICK PROPERTIES INC	2013 KING AIR CT PORT ORANGE FL 32128
56	OFFICES	406 N ORANGE ST	SILVESTRI INCESTMENTS OF FLORIDA INC	5300 S ATLANTIC AVE NSB 32169
57	CHECKS ON HOLD/CASH ADVANCE	332 N DIXIE FWY	WILLIAM SHAFFER	1007 SHOONEY DR ORMOND BEACH FL 32174
58	ALL SEASONS POOLS	322 N DIXIE FWY	BOB HERROLDS ALL SEASONS SWIMMING POOLS	322 N DIXIE FRWY NSB 32168
59	MUFFLER MANN AUTO SERVICE	300 N DIXIE FWY	JAMES CHRISTENSEN	PO BOX 58 CLIO MI 48420
60	VACANT CONV STORE	218 N DIXIE FWY	NSB SEASIDE LLC	PO BOX 248 DAYTONA BEACH FL 32115
61	STUARTS CAR CARE	219 N DIXIE FWY	STUART & LIANN WINKLER	219 N DIXIE FREEWAY NSB 32168
62	NAPA AUTO PARTS	214 N ORANGE ST	BT ENTERPRISES OF NSB LLC	2011 CALDWELL ST NSB
63	INDIAN RIVER GLASS	201 N ORANGE ST	VALLEY VIEW NORTH INC	7108 FAIRWAY DR STE 120 PALMBEACH FL 33418
64	PINCHA PENNY POOL SUPPLIES	214 N DIXIE FWY	LESLIE & TINA ORNSTEIN	766 SANDY HILL CIR PORT ORANGE FL 32127
65	XPRESS LUBE	200 N DIXIE FWY	FOWLER ENTERPRISES FLORIDA INC	221 DEER COLONY LN PONTE VEDRA BEACH FL 32082
66	STEADMANS LAUNDRY	201 N DIXIE FWY	SAMS FAMILY LIMITED PARTNERSHIP LLLP SERIES	PO BOX 190007 ATLANTA GA 31119
67	CITGO	199 N DIXIE FWY	NARNARAYAN DEV INVESTMENT LLC	199 N DIXIE FRWY NSB 32168
68	PREMIERE PHYSICAL THERAY	715 CANAL ST	JAMES CORWIN	715 CANAL ST NSB 32168
69	AK FOOD STORE	727 CANAL ST	HART LAND & CATTLE CO INC	138 S SR 415 NSB 32168
70	LACY'S COIN LAUNDRY	727 CANAL ST	HART LAND & CATTLE CO INC	138 S SR 415 NSB 32168
71	HALL MACHINE SHOP	508 DOWNING ST	R E D MANUFACTURING INC	PO BOX 1518 NSB 32170
72	ANDRES & ANDERS FINANCIAL GROUP	315 LIVE OAK ST	ANDERS & ANDERS HOLDINGS LLC	315 LIVE OAK ST NSB 32168
73	STATE FARM INSURANCE DOUG WILSON	207 MAGNOLIA ST	KATHLEEN CANFIELD	108 N PINE ST NSB 32169
74	RIVERPARK TERRACE	302 S RIVERSIDE DR	NSB GARDENS LLC	302 S RIVERSIDE DR NSB 32168
75	RIVERSIDE MOTORCARS SOUTH	511 S DIXIE FWY	JIMMIE K WALKER	2428 S GLENCOE RD NSB 32168
76	PAPPAJOHNS PIZZA	601 S DIXIE FWY	TRIPLE R ACQUISITION CORP	6300 NE 1ST AVE 3RD FLR FORT LAUDERDALE FL 33334
77	GIFT AND PAWN	413 SMITH ST	CITY OF NSB	210 SAMS AVE NSB 32168
78	AA MINI SELF STORAGE	720 MAGNOLIA ST	AAA MINI STORAGE OF NSB	PO BOX 632 NEW SMYRNA BEACH FL 32170
79	MARTIAL FITNESS	505 1ST ST	HORIZON FLORIDA PUBLICATIONS INC	1120 N CARBON STE 100 MARION IL 62959
80	NEW SMYRNA GLASS &DESIGN CENTER	823 S DIXIE FWY	HORIZON FLORIDA PUBLICATIONS INC	1120 N CARBON STE 100 MARION IL 62959
81	SMILE LOTHOSPICE RESALE AND SPECIAL	720 S DIXIE FWY	OZNUS NSB LLC C/O SUNZIO LLC	12481 BRANTLEY COMMONS CT FORT MYERS FL 33907
82	AUTOMOTIVE LINK CAR LOAN	911 S DIXIE FWY	CRISTY & SONS INVESTMENTS LLC	2070 VERSAILLES AVE WINTER PARK FL 32789
83	HABITAT FOR HUMANITY	722 S DIXIE FWY	SOUTHEAST VOLUSIA HABITAT FOR HUMANITY INC	612 N RIDGEWOOD AVE STE A EDGEWATER FL 32132
84	SMYRNA DENTAL MEDICAL CENTER	1111 S DIXIE FWY	SMYRNA DENTAL MEDICAL CENTER ASSOCIATION	1939 TAYLOR RD NSB 32168
85	NEW SMYRNA SHOPPING CENTER	1401 S DIXIE FWY	NEW SMYRNA ACD LLC	1985 CEDAR BRIDGE AVE LAKEWOOD NJ 08701
86	THE SAND BAR CAFE	1500 S DIXIE FWY	CHRIS PAPPAS SOULA PAPPAS	PO BOX 1946 NEW SMYRNA BEACH FL 32170
87	PIZZA POMODORO	1518 S DIXIE FWY	HELKIM REALTY LLC	811 23RD AVE NSB 32169
88	PIZZA HUT	1616 S DIXIE FWY	TATE STANLEY G TR-DENISON FAMILY PARTNERS L	11775 NE 125TH ST STE 102 NORTH MIAMI FL 33161
89	MCDONALDS	1704 S DIXIE FWY	MCDONALDS CORP- SUSAN H MARTIN	PO BOX 632 NEW SMYRNA BEACH FL 32170
90	TIRE KINGDOM	1698 SR 44	REALTY INCOME PROPERTIES 13 LLC	11995 EL CAMINO REAL SAN DIEGO CA 92130
91	PLAZA 44	1700 CANAL ST	RANDOLPH & SHARON MCHENRY	701 N ATLANTIC AVE UNIT 801 NSB 32169
92	FOX BICYCLES	1609 CANAL ST	GORNDON & NANCY ARMSTRONG	6135 SEQUOIA DR
93	VOLUSIA MOTORSPORTS	1701 SR 44	VMRE LLC	1701 SR 44 NSB 32168
94	WELLS FARGO BANK	1791 SR 44	FIRST UNION NATL BANK OF FL	C/O RYAN LLC PO BOX 2609 CARLSBAD CA 92018
95	WEAVER CONSTRUCTION	121 WALLACE RD	121 WALLACE INC	PO BOX 635 NSB 32170
96	CIRCLE K	1801 SR 44	DBNCH CIRCLE LLC	PO BOX 52085 PHOENIX AZ 85072
97	CRITTER CORNER PET SHOP	110 WALLACE RD	JOHN HINTON JR	949 BEVILLE RD SOUTH DAYTONA 32119
98	DENNYS RESTAURANT	1530 SR 44	CHARAF INVESTMENTS OF FLORIDA INC	6175 NW 16TH ST STE GAINESVILLE FL 33015
99	WINN DIXIE	1835 CANAL ST	COAST PLAZA I LLC	11199 POLO CKUB RD STE 1 WELLINGTON FL 33414
100	VICTORY SQUARE	1847 SR 44	GIL PROPERTIES	9 KENVIEW BLVD BRAMPTON ON L6T 5G5 CANADA
101	BANK OF AMERICA	1860 SR 44	BARNETT BANK OF VOLUSIA COUNTY	101 N TRYON ST CHARLOTTE NC 28255
102	KENTUCKY FRIED CHICKEN	2000 SR 44	CHASIN RALTY CORP	58 N COLLIER BLVD APT 1612 MARCO ISLAND FLR 34145
103	VACANT CONV STORE	2153 SR 44	GAUTIER E W EST % PATRICIA GAUTIER KITCHENS	2604 CLINE ST TALLAHASSEE 32308
104	HAWKS COVE	152 W CORBIN LK	53 CEDAR DUNES NSB 32169	
105	HAYNES BROTHERS' FURNITURE/JOHNS AP	2240 SR 44	HIGHWAY 44 LLC	949 BEVILLE RD SOUTH DAYTONA 32119
106	FISHIN COVE BAIT AND TACKLE	107 N RIVERSIDE DR	SAMS FAMILY LIMITED PARTNERSHIP LLLP SERIES S	PO BOX 190007 ATLANTA GA 31119
107	ANGLERS PRIVATE CLUB	2 N CAUSEWAY	CITY OF NEW SMYRNA BCH LSD TO ANGLERS YACH	350 N CAUSEWAY NSB 32168
108	OFF THE WALL ART & WINE GALLERY	109 N CAUSEWAY	KENNETH RHEAULT	5806 MARLAKE DR ORLANDO 32839
109	NSB MEDICAL CENTER	161 N CAUSEWAY UNIT A	HUBBLES CONSTANT LLC	161 N CAUSEWAY UNIT A NSB 32169
110	BB&T BANK	161 N CAUSEWAY UNIT B	161 N CAUSEWAY NSB LLC	2439 SWORDFISH LN EDGEWATER FL 32141
111	MERK'S BAR AND GRILL	193 N CAUSEWAY	NTERNATIONAL BREW INC	193 N CAUSEWAY NSB 32169
112	ATLANTIC WELLNESS CENTER	225 N CAUSEWAY	ATLANTIC WELLNESS LLC	225 N CAUSEWAY NSB 32169
113	WEICHERT REALTORS	235 N CAUSEWAY	SEA FAMILY PARTNERS LTD	937 N MAGNOLIA AVE
114	PENINSULA LAND REALTY	394 N CAUSEWAY	MAITLAND FRUIT CO INC	261 N CAUSEWAY STE#2 NSB 32169
115	BUENAVISTA INTRACOASTAL INN	500 N CAUSEWAY	K&B CAMP INC	500 N CAUSEWAY NSB 32169
116	NU DAY REALTY	224 FLAGLER AV	JACOBS ANN K	1881 WATERFORD ESTATES DR NSB 32168
117	BEACHSIDE REALTY	315 FLAGLER AV	LORD & COLLETT INC	315 FLAGLER AVE NSB 32169
118	7-ELEVEN	100 N ATLANTIC AV	SOUTHLAND CORPORATION SOUTHLAND STORE 1	PO BOX 711 DALLAS TX 75221 0711
119	RIP CURL	510 FLAGLER AV	CHARLES BALDWIN	121 LAGOON CT NSB 32169
120	ATLANTIC PLAZA	425 S ATLANTIC AV	VACATION INVESTMENT PLAN INC	425 N FEDERAL HIGHWAY HALLANDALE FL 33009
121	COCONUT PALMS BEACH RESORT II	611 S ATLANTIC AV	OCEAN DEVELOPMENT GROUP INC C/O KGI RESOR	3089 QUADRANGLE BLVD STE 300 ORLANDO FL 32817
122	OUTBACK PLAZA	429 3RD AV	RICHARD S CAPOLUPO	98 ELM ST SALISBURY MA 01952
123	EDWARD JONES INVESTMENTS	551 E 3RD AV	ROBERT ALONZO	1035 MAGNOLIA CIR NSB 32168
124	COOMER CONSTRUCTION	620 E 3RD AV	SPANISH PLAZA DEV CORP	628 3RD AV NSB 32169
125	E-CIG SUPPLIES/PLANET PIZZA	620 E 3RD AV	SPANISH PLAZA DEV CORP	628 3RD AV NSB 32169
126	BEACHSIDE TAVERN	690 E 3RD AV	BEACHSIDE TAVERN LLC	690 E 3RD AVE NSB 32169
127	CVS	615 E 3RD AV	51 REMSEN STREET CORP % CVS 3115 ACCOUNT	ONE CVS DR WOONSOCKET RI 02895
128	EAST COAST KITCHENS	712 E 3RD AV	HEIDE WIESENBERGER REV TRUST	4388 SAXON DR NSB 32169
129	FIRST AMERICAN TITLE INS	710 E 3RD AV	DONALD CRISP	900 W 26TH ST LYNN HAVEN FL 32444
130	SCOTT REMODELING	730 E 3RD AV	PAUL SCOTT	2724 BROOKLINE AVE NSB 32168
131	BEACHSIDE SHOPPING CENTERS	804 E 3RD AV	MORSE REALTY INC THE 806 THIRD AVE REALTY TR	PO BOX 940658 MAITLAND FL 32794
132	LINES AND VINES COFFEE SHOP	810 E 3RD AV	ROTHERY PETER CRAMPTON	4443 SAXON DR NSB 32169
133	ALVINS ISLAND	812 E 3RD AV	EDMONDS FAMILY PARTNERSHIP LLLP	12954 MANDARIN RD JACKSONVILLE FL 32223
134	PARADISE POWERSPORTS	920 3RD AV	920 EAST THIRD AVE NSB LLC	920 E THIRD AVE NSB 32169
135	RED DOG SURF SHOP	801 SR A1A	RED DOG SEA SPORT INC	801 US A1A NSB 32169
136	WALGREENS	800 SR A1A	CITRUS ENTERPRISES INC	PO BOX 1159 DEERFIELD IL 60015
137	CENTER STATE BANK	763 3RD AV	PONTUS VAULT PORTFOLIO LLC	875 PROSPECT DT STE 303 LAJOLLA CA 92037
138	WATSON REALTY	1504 S ATLANTIC AV	WATSON REALTY CORP	7821 DEERCREEK CLUB RD JACKSONVILLE FL 32256
139	WELLS FARGO BANK	1650 S ATLANTIC AV	FIRST UNION NATL BANK OF FLA C/O RYAN LLC	PO BOX 2609 CARLSBAD CA 92018
140	ISLANDER BEACH RESORT	1601 S ATLANTIC AV	ISLANDER BEACH RESORTS ASSOC	1601 S ATLANTIC AVE NSB 32169
141	SEA VISTA	1701 S ATLANTIC AV	DOMINICK ROSA & JAMES ROSA	1701 S ATLANTIC AVE NSB 32169
142	VALDORA COURT	1708 S ATLANTIC AV	OCEAN ELEVEN NSB LLC	1550 MADRUGA AVE STE 130 CORAL GABLES FL 33146
143	BROWN FOX RENTALS	2702 S ATLANTIC AV	BROWN JOSEPH M % CAMPUS BOOK MART	1164 E LEE BLVD STARKVILLE MS 39759
144	OCEANVIEW NURSING HOME	2810 S ATLANTIC AV	ATLANTIC AVENUE FACILITY LLC	5310 NW 33RD AVE STE 211 FORT LAUDERDALE FL 33309
145	PONCE DE LEON TOWERS	3501 S ATLANIC AV	SENTRY MANAGEMENT INC	2180 W SR 434 STE 5000 LONGWOOD FL 32779

MAP ID	BUSINESS NAME	BUSINESS ADDRESS
1	Vacant Property	2606 N DIXIE FWY
2	Mobile/Circle K	2600 N DIXIE FWY
3	BOTTOMS UP CLUB/MOTEL	2520 N DIXIE FWY
4	ARMED 'N DANGEROUS CYCLES	2514 N DIXIE FWY
5	ENTERPRISE RENT-A-CAR	2510 N DIXIE FWY
6	LOST LAGOON RESTAURANT	2004 N DIXIE FWY
7	TAYLOR STORAGE	1350 N DIXIE FWY
8	PARK AVENUE MOTORS	1313 N DIXIE FWY
9	BLUE HERON MOTEL	1204 N DIXIE FWY
10	NSB CHIROPRACTIC CLINIC	1205 N DIXIE FWY
11	MOM'S HOME COOKING	1201 N DIXIE FWY
12	OCEAN AIR MOTEL	1161 N DIXIE FWY
13	SWIM TOTTS	1159 N DIXIE FWY
14	DUDLEY FUNERAL HOME	1108 N DIXIE FWY
15	NOCTURNE MOTEL	1104 N DIXIE FWY
16	BENS PAINT SUPPLY/SIGN SHOP	1102 N DIXIE FWY
17	HIDDEN LAKES GOLF CLUB	1100 N DIXIE FWY
18	WHITE BIRD MOTEL	1100 N DIXIE FWY
19	LAUNDRY/LEASING CENTER	1109 N DIXIE FWY
20	SOUTHEAST SELF STORAGE	450 TURNBULL BAY RD
21	U HAUL SELF STORAGE	500 TURNBULL BAY RD
22	BANANA SPLIT REPUBLIC	1042 N DIXIE FWY
23	PERRINE'S PRODUCE	1042 N DIXIE FWY
24	COMPUTERS BY THE SEA	1001 N DIXIE FWY
25	SUZUKI	911 N DIXIE FWY
26	REGIONS BANK	900 N DIXIE FWY
27	BACI	840 N DIXIE FWY
28	TUSCAN INN	835 N DIXIE FWY
29	BACI PIZZERIA & RISTORANTE	830 N DIXIE FWY
30	I MOTORS	828 N DIXIE FWY
31	AMERIPRISE FINANCIAL	824 N DIXIE FWY
32	SHANGRI-LA MOTEL	803 N DIXIE FWY
33	RIVERSIDE MOTORCARS INC	726 N DIXIE FWY
34	TERRACE GARDEN NORTH MOTEL	724 N DIXIE FWY
35	BUDGET RENT A CAR	715 N DIXIE FWY
36	DAVIS BROS	708 N DIXIE FWY
37	VACANT RESTAURANT	705 N DIXIE FWY
38	BLACKBEARDS RESTAURANT	701 N DIXIE FWY
39	CRYOTHERAPY AND O2 BAR	646 N DIXIE FWY
40	SMYRNA AUTO AIR	646 N DIXIE FWY
41	TACO SHACK	642 N DIXIE FWY
42	POOLE'S MOTEL	635 N DIXIE FWY
43	MARATHON	620 N DIXIE FWY
44	HILL BROS TIRE CO	623 N DIXIE FWY
45	ADVANCE DISCOUNT AUTO PARTS	613 N DIXIE FWY
46	VACANT (PICKERS BARN)	540 N DIXIE FWY
47	GARY'S TRANSMISSIONS	539 N DIXIE FWY
48	VOLUSIA COUNTY PUBLIC WORKS	530 N DIXIE FWY
49	HALIFAX URBAN MINISTRIES SOUTH	524 N DIXIE FWY
50	GLOBE EXTERMINATORS	521 N DIXIE FWY
51	DERMATOLOGY	519 N DIXIE FWY
52	SALTY DOG TOO CAR WASH	508 N DIXIE FWY
53	METRO PCS	504 N DIXIE FWY
54	SUNDOWN SMOKEHOUSE	515 N DIXIE FWY
55	NU-DAY PLAZA/ SEASIDE SEWING & QUILTS	401 MARY AV
56	OFFICES	406 N ORANGE ST
57	CHECKS ON HOLD/CASH ADVANCE	332 N DIXIE FWY
58	ALL SEASONS POOLS	322 N DIXIE FWY
59	MUFFLER MAN AUTO SERVICE	300 N DIXIE FWY
60	VACANT CONV STORE	218 N DIXIE FWY
61	STUARTS CAR CARE	219 N DIXIE FWY

OWNER NAME
CDCP INC
BRENNAN FRANCIS X III
RINTRONA DOMINICK
MARLENE DJUSIC, ROBERT LASIC
EDWIN C SIMONSEN
CASTAWAY RESTAURANT GROUP LLC
CHERKLEY MANAGEMENT GROUP LLC
TODD & KRISTIN WESTPFAHL
VAUTOUR LLC
PROKOP ENTERPRISES LLC
SALVATOR & LOUISE ZARBO
FRED & SHARON VINCENT
AMBER THOMPSON
DEBELLA INC
JESSICA UREMOVIC
BENS AUTO-MARINE INC
GOLF COURSE HOLDINGS LLC
SEASUNS INC
CHRIS PAPPS
DELAWARE GROUP
THREE C SAC SELF STORAGE LTD PARTNERSHIP
PERRINE ARNOLD H JR & DIANNA S
PERRINE ARNOLD H JR & DIANNA S
IDICOM INC
DIAMOND MOTORS OF DAYTONA LLC
AILANI NORTH DIXIE LLC
BACI INVESTMENT PROPERTIES LLC
LAXMI OF NEW SMYRNA BEACH LLC
CARMINE CORTESE & JOHN ANTHONY CORTESE
LYON PROPERTY HOLDINGS OF FLORIDA LLC
EDWARD AFTUCK
SARALYN A SCHAAF
F & F CARS LLC
SYDIAN GROUP LLC
MARA HOLDINGS LLC REAL ESTATE TAX DEP
AIR SPECIALISTS OF VOL CTY INC
TNS PARTNERSHIP LLP
RANDALL B KINZEY
THOMAS HIKEC
THOMAS HIKEC
EMILY E COLON
HAE SOOK INC
DEEP PETROLEUM INC
VEENE INC
SPIRIT MASTER FUNDING X LLC
BARKER FINANCIAL LLC
STUART NICHOLSON & NICHOLSON FAMILY TRUST
COUNTY OF VOLUSIA
500 BLOCK N DIXIE NSB LLC
ROBERT PEPE
MICHAEL M GUTIERREZ
508 N DIXIE INC
CAROLYN QUEENER
MARK RENAUD
MESSICK PROPERTIES INC
SILVESTRI INCESTMENTS OF FLORIDA INC
WILLIAM SHAFFER
BOB HERROLDS ALL SEASONS SWIMMING POOLS &
JAMES CHRISTENSEN
NSB SEASIDE LLC
STUART & LIANN WINKLER

OWNER ADDRESS
911 N DIXIE FREEWAY, NSB 32168
4370 SE 26TH TER RD, OCALA FL. 34480 7260
PO BOX 884, NSB 32170
PO BOX 1891, NSB 32170
208 SCHOONER AVE EDGEWATER FL 32141
2004 N DIXIE FRWY NSB 32168
1350 N DIXIE HWY
126 S CORY DR EDGEWATER 32141
1204 N DIXIE FRWY NSB 32168
1205 N DIXIE FRWY NSB 32168
4502 S ATLANTIC AVE NSB 32169
1161 N DIXIE FRWY NSB 32168
1159A N DIXIE FWY NSB 32168
1108 N DIXIE FRWY
1104 N DIXIE FRWY NSB 32168
1102 N DIXIE FRWY NSB 32168
1891 HIGH ST LONGWOOD FL 32750
24850 WINONA ST DEARBORN MI 48124
PO BOX 1946 NSB 32170
1414 N PENINSULA AVE nsb 32169
207 E CLARENDON PHOENIX AZ 85012
690 ORA DELLA AVE TITUSVILLE FL 32796
690 ORA DELLA AVE TITUSVILLE FL 32796
911 N DIXIE FRWY NSB 32168
911 N DIXIE FRWY NSB 32168
1055 N DIXIE FRWY NSB 32168
830 N DIXIE FRWY NSB 32168
835 N DIXIE FWY NSB 32168
830 N DIXIE FRWY NSB 32168
PO BOX 1141 NSB 32170
32 CUNNINGHAM DR NSB 32168
PO BOX 723 NSB 32170
726 N DIXIE FREEWAY NSB 32168
9 FORE DR NSB 32168
6 SYLVAN WAY PERSIPPANY NJ 07054
708 N DIXIE FWY NSB 32168
11301 SW 91ST AVE MIAMI FL 33176
658 NEEDLERUSH RD PORT ORANGE FL 32127
PO BOX 1631 NSB 32170
PO BOX 1631 NSB 32170
2351 EVERGREEN DR EDGEWATER FL 32141
635 N DIXIE FREEWAY NSB 32168
620 N DIXIE FREEWAY NSB 32168
1530 VICTORY PALM DR EDGEWATER FL 32132
2727 N HARWOOD ST STE 300 DALLAS TX 75201
114 1/2 E COLLEGE ST STE 1 IOWA CITY IA 52240
25 ASPEN TRL NEBO NC 28761
123 W INDIANA AVE DELAND FL 32720
700 S RIVERSIDE DR NSB 32168
5484 RIVERSIDE DR PORT ORANGE FL 32127
7652 ASHLEY PARK CT #306 ORLANDO FL 32835
3086 LOG CABIN LN EDGEWATER FL 32132
5880 WOODPOINT TER PORT ORANGE FL 32128
113 CRYSTAL VIEW E SANFORD FL 32773
2013 KING AIR CT PORT ORANGE FL 32128
5300 S ATLANTIC AVE NSB 32169
1007 SHOCKNEY DR ORMOND BEACH FL 32174
322 N DIXIE FRWY NSB 32168
PO BOX 58 CLIO MI 48420
PO BOX 248 DAYTONA BEACH FL 32115
219 N DIXIE FREEWAY NSB 32168

62	NAPA AUTO PARTS	214 N ORANGE ST
63	INDIAN RIVER GLASS	201 N ORANGE ST
64	PINCH A PENNY POOL SUPPLIES	214 N DIXIE FWY
65	XPRESS LUBE	200 N DIXIE FWY
66	STEADMANS LAUNDRY	201 N DIXIE FWY
67	CITGO	199 N DIXIE FWY
68	PREMIERE PHYSICAL THERAY	715 CANAL ST
69	AK FOOD STORE	727 CANAL ST
70	LACY'S COIN LAUNDRY	727 CANAL ST
71	HALL MACHINE SHOP	508 DOWNING ST
72	ANDRES & ANDERS FINANCIAL GROUP	315 LIVE OAK ST
73	STATE FARM INSURANCE DOUG WILSON	207 MAGNOLIA ST
74	RIVERPARK TERRACE	302 S RIVERSIDE DR
75	RIVERSIDE MOTORCARS SOUTH	511 S DIXIE FWY
76	PAPPA JOHNS PIZZA	601 S DIXIE FWY
77	GIFT AND PAWN	413 SMITH ST
78	AAA MINI SELF STORAGE	720 MAGNOLIA ST
79	MARTIAL FITNESS	505 1ST ST
80	NEW SMYRNA GLASS &DESIGN CENTER	823 S DIXIE FWY
81	SAVE A LOT/HOSPICE RESALE AND SPECIAL	720 S DIXIE FWY
82	AUTOMOTIVE LINK CAR LOAN	911 S DIXIE FWY
83	HABITAT FOR HUMANITY	722 S DIXIE FWY
84	SMYRNA DENTAL MEDICAL CENTER	1111 S DIXIE FWY
85	NEW SMYRNA SHOPPING CENTER	1401 S DIXIE FWY
86	THE SAND BAR CAFÉ	1500 S DIXIE FWY
87	PIZZA POMODORO	1518 S DIXIE FWY
88	PIZZA HUT	1616 S DIXIE FWY
89	MCDONALDS	1704 S DIXIE FWY
90	TIRE KINGDOM	1698 SR 44
91	PLAZA 44	1700 CANAL ST
92	FOX BICYCLES	1609 CANAL ST
93	VOLUSIA MOTORSPORTS	1701 SR 44
94	WELLS FARGO BANK	1791 SR 44
95	WEAVER CONSTRUCTION	121 WALLACE RD
96	CIRCLE K	1801 SR 44
97	CRITTER CORNER PET SHOP	110 WALLACE RD
98	DENNYS RESTAURANT	1830 SR 44
99	WINN DIXIE	1835 CANAL ST
100	VICTORY SQUARE	1847 SR 44
101	BANK OF AMERICA	1880 SR 44
102	KENTUCKY FRIED CHICKEN	2000 SR 44
103	VACANT CONV STORE	2153 SR 44
104	HAWKS COVE	152 W CORBIN PARK RD
105	HAYNES BROTHERS' FURNITURE/JOHNS APF	2240 SR 44
106	FISHIN COVE BAIT AND TACKLE	107 N RIVERSIDE DR
107	ANGLERS PRIVATE CLUB	2 N CAUSEWAY
108	OFF THE WALL ART & WINE GALLERY	109 N CAUSEWAY
109	VOLUSIA MEDICAL CENTER	161 N CAUSEWAY UNIT A
110	BB&T BANK	161 N CAUSEWAY UNIT B
111	MERK'S BAR AND GRILL	193 N CAUSEWAY
112	ATLANTIC WELLNESS CENTER	225 N CAUSEWAY
113	WEICHERT REALTORS	235 N CAUSEWAY
114	PENINSULA LAND REALTY	394 N CAUSEWAY
115	BUENA VISTA INTRACOASTAL INN	500 N CAUSEWAY
116	NU DAY REALTY	224 FLAGLER AV
117	BEACHSIDE REALTY	315 FLAGLER AV
118	7-ELEVEN	100 N ATLANTIC AV
119	RIP CURL	510 FLAGLER AV
120	ATLANTIC PLAZA	425 S ATLANTIC AV
121	COCONUT PALMS BEACH RESORT II	611 S ATLANTIC AV
122	OUTBACK PLAZA	429 3RD AV
123	EDWARD JONES INVESTMENTS	551 E 3RD AV

BT ENTERPRISES OF NSB LLC
VALLEY VIEW NORTH INC
LESLIE & TINA ORNSTEIN
FOWLER ENTERPRISES FLORIDA INC
SAMS FAMILY LIMITED PARTNERSHIP LLLP SERIES 3
NARNARAYAN DEV INVESTMENT LLC
JAMES CORWIN
HART LAND & CATTLE CO INC
HART LAND & CATTLE CO INC
R E D MANUFACTURING INC
ANDERS & ANDERS HOLDINGS LLC
KATHLEEN CANFIELD
NSB GARDENS LLC
JIMMIE K WALKER
TRIPLE R ACQUISITION CORP
CITY OF NSB
AAA MINI STORAGE OF NSB
HORIZON FLORIDA PUBLICATIONS INC
HORIZON FLORIDA PUBLICATIONS INC
OZINUS NSB LLC C/O SUNIZO LLC
CRISTY & SONS INVESTMENTS LLC
SOUTHEAST VOLUSIA HABITAT FOR HUMANITY INC
SMYRNA DENTAL MEDICAL CENTER ASSOCIATION I
NEW SMYRNA ACD LLC
CHRIS PAPPAS SOULA PAPPAS
HELKIM REALTY LLC
TATE STANLEY G TR-DENISON FAMILY PARTNERS L
MCDONALDS CORP- SUSAN H MARTIN
REALTY INCOME PROPERTIES 13 LLC
RANDOLPH & SHARON MCHENRY
GORNDON & NANCY ARMSTRONG
VMRE LLC
FIRST UNION NATL BANK OF FL
121 WALLACE INC
DBNCH CIRCLE LLC
JOHN HINTON JR
CHARAF INVESTMENTS OF FLORIDA INC
COAST PLAZA I LLC
GIL PROPERTIES
BARNETT BANK OF VOLUSIA COUNTY
CHASIN RALTY CORP
GAUTIER E W EST % PATRICIA GAUTIER KITCHENS
152 W CORBIN LLC
HIGHWAY 44 LLC
SAMS FAMILY LIMITED PARTNERSHIP LLLP SERIES 3
CITY OF NEW SMYRNA BCH LSD TO ANGLERS YACH
KENNETH RHEAULT
HUBBLES CONSTANT LLC
161 N CAUSEWAY NSB LLC
NTERNATIONAL BREW INC
225 N CAUSEWAY LLC
SEA FAMILY PARTNERS LTD
MAITLAND FRUIT CO INC
K&B CAMP INC
JACOBS ANN K
LORD & COLLETT INC
SOUTHLAND CORPORATION SOUTHLAND STORE 10
CHARLES BALDWIN
VACATION INVESTMENT PLAN INC
OCEAN DEVELOPMENT GROUP INC C/O KGI RESORT
RICHARD S CAPOLUPO
ROBERT ALONZO

2011 CALDWELL ST NSB
7108 FAIRWAY DR STE 120 PALMBEACH FL 33418
766 SANDY HILL CIR PORT ORANGE FL 32127
221 DEER COLONY LN PONTE VEDRA BEACH FL 32082
PO BOX 190007 ATLANTA GA 31119
199 N DIXIE FRWY NSB 32168
715 CANAL ST NSB 32168
138 S SR 415 NSB 32168
138 S SR 415 NSB 32168
PO BOX 1516 NSB 32170
315 LIVE OAK ST NSB 32168
108 N PINE ST NSB 32169
302 S RIVERSIDE DR NSB 32168
2428 S GLENCOE RD NSB 32168
6300 NE 1ST AVE 3RD FLR FORT LAUDERDALE FL 33334
210 SAMS AVE NSB 32168
720 MAGNOLIA ST NSB 32168
1120 N CARBON STE 100 MARION IL 62959
1120 N CARBON STE 100 MARION IL 62959
12481 BRANTLEY COMMONS CT FORT MYERS FL 33907
2070 VERSAILLES AVE WINTER PARK FL 32789
612 N RIDGEWOOD AVE STE A EDGEWATER FL 32132
1939 TAYLOR RD NSB 32168
1985 CEDAR BRIDGE AVE LAKEWOOD NJ 08701
PO BOX 1946 NEW SMYRNA BEACH FL 32170
811 23RD AVE NSB 32169
1175 NE 125TH ST STE 102 NORTH MIAMI FL 33161
PO BOX 632 NEW SMYRNA BEACH FL 32170
11995 EL CAMINO REAL SAN DIEGO CA 92130
701 N ATLANTIC AVE UNIT 801 NSB 32169
6135 SEQUOIA DR
1701 SR 44 NSB 32168
C/O RYAN LLC PO BOX 2609 CARLSBAD CA 92018
PO BOX 635 NSB 32170
PO BOX 52085 PHOENIX AZ 85072
949 BEVILLE RD SOUTH DAYTONA 32119
6175 NW 16TH ST STE G26 HIALEAH FL 33015
11199 POLO CKUB RD STE 1 WELLINGTON FL 33414
9 KENVIEW BLVD BRAMPTON ON L6T 5G5 CANADA
101 N TRYON ST CHARLOTTE NC 28255
58 N COLLIER BLVD APT 1612 MARCO ISLAND FLR 34145
2604 CLINE ST TALLAHASSEE 32208
53 CEDAR DUNES NSB 32169
949 BEVILLE RD SOUTH DAYTONA 32119
PO BOX 190007 ATLANTA GA 31119
350 N CAUSEWAY NSB 32168
5806 MARLAKE DR ORLANDO 32839
161 N CAUSEWAY UNIT A NSB 32169
2439 SWORDFISH LN EDGEWATER FL 32141
193 N CAUSEWAY NSB 32169
225 N CAUSEWAY
937 N MAGNOLIA AVE
261 N CAUSEWAY STE#2 NSB 32169
500 N CAUSEWAY NSB 32169
1881 WATERFORD ESTATES DR NSB 32168
315 FLAGLER AVE NSB 32169
PO BOX 711 DALLAS TX 75221 0711
121 LAGOON CT NSB 32169
425 N FEDERAL HIGHWAY HALLANDALE FL 33009
36269 QUADRANGLE BLVD STE 300 ORLANDO FL 32817
98 ELM ST SALISBURY MA 01952
1035 MAGNOLIA CIR NSB 32168

124	COOMER CONSTRUCTION	620 E 3RD AV
125	E-CIG SUPPLIES/PLANET PIZZA	620 E 3RD AV
126	BEACHSIDE TAVERN	690 E 3RD AV
127	CVS	615 E 3RD AV
128	EAST COAST KITCHENS	712 E 3RD AV
129	FIRST AMERICAN TITLE INS	710 E 3RD AV
130	SCOTT REMODELING	730 E 3RD AV
131	BEACHSIDE SHOPPING CENTERS	804 E 3RD AV
132	LINES AND VINES COFFEE SHOP	810 E 3RD AV
133	ALVIN'S ISLAND	812 E 3RD AV
134	PARADISE POWERSPORTS	920 3RD AV
135	RED DOG SURF SHOP	801 SR A1A
136	WALGREENS	800 SR A1A
137	CENTER STATE BANK	763 3RD AV
138	WATSON REALTY	1504 S ATLANTIC AV
139	WELLS FARGO BANK	1650 S ATLANTIC AV
140	ISLANDER BEACH RESORT	1601 S ATLANTIC AV
141	SEA VISTA	1701 S ATLANTIC AV
142	VALDORA COURT	1708 S ATLANTIC AV
143	BROWN FOX RENTALS	2702 S ATLANTIC AV
144	OCEANVIEW NURSING HOME	2810 S ATLANTIC AV
145	PONCE DE LEON TOWERS	3501 S ATLANIC AV

SPANISH PLAZA DEV CORP
SPANISH PLAZA DEV CORP
BEACHSIDE TAVERN LLC
51 REMSEN STREET CORP % CVS 3115 ACCOUNT DI
HEIDE WIESENBERGER REV TRUST
DONALD CRISP
PAUL SCOTT
MORSE REALTY INC THE 806 THIRD AVE REALTY TR
ROTHERY PETER CRAMPTON
EDMONDS FAMILY PARTNERSHIP LLLP
920 EAST THIRD AVE NSB LLC
RED DOG SEA SPORT INC
CITRUS ENTERPRISES INC
PONTUS VAULT PORTFOLIO LLC
WATSON REALTY CORP
FIRST UNION NATL BANK OF FLA C/O RYAN LLC
ISLANDER BEACH RESORTS ASSOC
DOMINICK ROSA & JAMES ROSA
OCEAN ELEVEN NSB LLC
BROWN JOSEPH M % CAMPUS BOOK MART
ATLANTIC AVENUE FACILITY LLC
SENTRY MANAGEMENT INC

628 3RD AV NSB 32169
628 3RD AV NSB 32169
690 E 3RD AVE NSB 32169
ONE CVS DR WOONSOCKET RI 02895
4388 SAXON DR NSB 32169
900 W 26TH ST LYNN HAVEN FL 32444
2724 BROOKLINE AVE NSB 32168
PO BOX 940658 MAITLAND FL 32794
4443 SAXON DR NSB 32169
12954 MANDARIN RD JACKSONVILLE FL 32223
920 E THIRD AVE NSB 32169
801 US A1A NSB 32169
PO BOX 1159 DEERFIELD IL 60015
875 PROSPECT DT STE 303 LAJOLLA CA 92037
7821 DEERCREEK CLUB RD JACKSONVILLE FL 32256
PO BOX 2609 CARLSBAD CA 92018
1601 S ATLANTIC AVE NSB 32169
1701 S ATLANTIC AVE NSB 32169
1550 MADRUGA AVE STE 130 CORAL GABLES FL 33146
1164 E LEE BLVD STARKVILLE MS 39759
5310 NW 33RD AVE STE 211 FORT LAUDERDALE FL 33309
2180 W SR 434 STE 5000 LONGWOOD FL 32779

ORDINANCE NO. 108-11

AN ORDINANCE AMENDING NEW SMYRNA BEACH ORDINANCE 1-91, NEW SMYRNA BEACH LAND DEVELOPMENT REGULATIONS, ARTICLE II, DEFINITIONS, SECTION 205.00, SIGN REGULATIONS DEFINITIONS, BY UPDATING SIGN REGULATIONS DEFINITIONS: PROVIDING FOR AMENDING ARTICLE VI, DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS, BY REPEALING SECTION 604.14, SIGNS, IN ITS ENTIRETY; PROVIDING FOR CREATING A NEW SECTION 604.14, SIGNS; PROVIDING FOR AMENDING ARTICLE VIII, SUPPLEMENTARY REGULATIONS, SECTION 801.06, HOME OCCUPATIONS, TO ALLOW SIGNAGE FOR PERMITTED HOME OCCUPATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach, has requested an administrative amendment to the City's Land Development Regulations, Article II, Definitions, Section 205.00, Sign Regulations, by updating sign regulations definitions, and amending Article VI, Development Design and Improvement Standards, by repealing in its entirety Section 604.14, Signs, and creating a new Section 604.14, Signs, and amending Article VIII, Supplementary Regulations, Section 801.06, Home Occupations, by allowing signage for permitted home occupations; and

WHEREAS, the Planning and Zoning Board, at its meeting on Monday, September 12, 2011, by a vote of 6-0, (Mr. Casey was absent) recommended to the City Commission that the aforedescribed amendment be ***approved;*** and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as more particularly set forth hereinafter.

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

SECTION 1: ***Amendment.*** That New Smyrna Beach Ordinance 1-91, New Smyrna Beach Land Development Regulations, Article II,

Definitions, Section 205.00, Sign Regulations Definitions, is hereby amended as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikeout~~, and additions to text are indicated by underline.)**

ARTICLE II. DEFINITIONS

Except where specific definitions are used within a specific article or section of this LDR for the purpose of such sections, the following terms, phrases, words, and their derivations shall have the meaning given herein when not inconsistent with the context.

Any words not specifically defined within this LDR shall assume the meaning as indicated in "Webster's Ninth New Collegiate Dictionary," Copyright 1988, by Merriam-Webster, Inc.

...

Section 205.00. – Sign regulations definitions.

The following definitions shall apply to [sub]section 604.14 of this LDR:

...

Copy area. Surface area encompassed within any regular geometric figure which forms the informational component of a sign, when such sign is viewed from one direction on the adjacent right-of-way. The frame which decorates or structurally supports the copy area shall be included when calculating area. The pole associated with a pole sign shall not be included when calculating copy area. The entire area of a ground sign shall be used in calculating the area of a ground sign.

~~*Electronic message center.* A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix.~~

Erect. To build, construct, attach, hang, place, suspend or affix, and shall include the painting of wall signs.

...

Semipublic body. Any organization operating as a nonprofit activity and serving a public purpose or service including such organizations as noncommercial clubs, lodges, theater groups, recreational and neighborhood associations, cultural organizations, schools and churches.

Sign. Any surface, fabric, device or display, designed to advertise, inform, identify, or to attract the attention of persons not on the premises on which the [device] or display is located.

A sign shall be construed to be a single display surface or device containing elements organized, related, and composed to form a single unit. In cases where material is displayed in a random or unconnected manner, or where there is reasonable doubt as to the intended relationship of such components, without organized relationship of such components, each component or element shall be considered to be a single sign

A projecting or ground sign with sign surface on both sides of such sign shall be construed as a single sign, and the total area of such sign shall be the area computed on a single sign [side].

For purposes of this LDR, the term "sign" shall include all structural members. ~~**Signs shall not be subject to setback requirements. However, the sign face and all related structural members shall have a minimum setback of five feet from any property line.**~~ A sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. This definition shall not include bumper stickers on cars.

Within the sign definition are the following signs.

(a) *Awning sign.* A sign located on the vertical face of an awning.

(b) **Banner signs.** Any sign intended to be hung either with or without frames, possessing characters, letters, illustrations or ornamentations applied to paper, plastic or fabric of any kind, including such signs stretched

across or hung over any public right-of-way. National flags, flags of political subdivisions and symbolic flags of any institution or business shall not be considered banners for the purpose of the article.

(c) **Beacon light sign.** Any sign or device which includes any light with one or more beams, capable of being directed in any direction or directions, or capable of being revolved automatically.

(d) **Bench signs.** A sign located on any part of the surface of a bench or seat placed on or in a close proximity to a public right-of-way or other public area.

(e) **Billboard.** Any notice or advertisement, pictorial or otherwise, giving information regarding any business, organization, event, person, product, place, or thing of any kind located on a premises other than that on which the advertised product or service is offered for sale, except off-site signs, and which is intended for use for the display of advertising material.

~~(f) **Bus signs. Any sign affixed to the interior or exterior of a public bus operated by the Smyrna Transit System, its agent, or successors.**~~

(f) ***Bunting.*** **A temporary sign made of gathered cloth, canvas, light fabric or plastic exhibiting the color or colors of a flag of a government or governmental agency or any patriotic, religious, charitable, civic, educational or fraternal organization.**

(g) *Changeable copy sign.* A sign that is designed so that characters, letters or illustrations can be changed or rearranged either manually or mechanically.

(h) *Construction sign.* Any sign giving the name or names of principal contractors, architects and lending institutions responsible for construction on the site where the sign is placed, together with other relevant information regarding such contractors, architects or lending institutions.

(i) *Development sign.* A sign designed and intended to advertise and promote the sale of buildings or subdivided lots on the same premises.

(j) *Directional sign, off-site.* A sign ~~**not exceeding 32 square feet**~~ bearing directions and/or instructions indicating the direction to the premises to which the sign relates. Said "Directional sign, off-site" may

include the name of the firm, major enterprise or products offered for sale on the premises to which the sign is directing, or with any other information relevant to such business, services, or products.

(k) *Directional sign, on site.* A sign ~~not exceeding three square feet~~ bearing only directions and/or instructions of the premises. This includes, but is not limited to, stop, one-way, speed limit, no left or right turn signs, or any other traffic signs; signs which identify a building section, such as; service department, lounge, kitchen, dining room or menu. On-site directional signs shall not be included when determining the number of signs allowed nor in the total amount of copy area of signs permitted on the premises.

(l) *Directory sign.* A sign on which the names and locations or occupants or the use of a building is given. This shall include office building and church directories.

(m) ***Electronic message center.*** **A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix.**

(n) ***Flag.*** **Any fabric, banner, or bunting containing distinctive colors, patters, or symbols, used as a symbol. Regulations herein do not apply to flags denoting nations, government, or noncommercial organizations.**

(mo) *Flashing sign.* Any sign with a lighting device or devices which go on and off alternately, not including signs giving time and temperature.

(np) *Ground and~~/or pole~~ sign or freestanding sign.* ~~Any sign which is supported by structures or supports in or upon the ground and independent of support from any building.~~ **A sign where the foundation and supporting structure are visually an integral part of the sign creating a continuous form from the ground to the top of the sign.**

(oq) *Illuminated sign.* Any sign illuminated in any manner by an artificial light source.

(pr) *Informational sign.* Any sign providing information to assist persons entering a premises. The following signs are included; no vacancy, credit card acceptance, cable TV, open and closed, wet paint, time and temperature, etc. Each premises shall be limited to three such signs

and no informational sign shall exceed two square feet. Informational signs shall not be included in determining the number of signs allowed nor in the total amount of copy area of signs permitted on the premises.

(qs) *Integral sign.* Memorial signs or tablets, names of buildings and date of erection when cut into any masonry surface or when constructed of bronze or other noncombustible materials in the form of a plaque mounted on the side or face of a building, bench, or other permanent structure.

(rt) *Marquee sign.* Any projecting sign attached to and made a part of a marquee. A marquee is defined as a permanent roof-like or awning type structure projecting beyond and supported by a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed to provide protection against the weather.

(su) *Moving sign.* A fluttering sign or a balloon type sign that is filled with a lighter than air gas, including wind operated devices. All balloons (including all inflatables), dirigibles, airships, and kites located on, or tethered to, commercial property, or for the purpose of advertising a business or profession, shall be moving signs within the meaning of the Land Development Regulations. The items enumerated in the preceding sentence shall be moving signs even if no advertising appears on the item. Specifically excluded from the definition of moving signs are all balloons, dirigibles, airships, and kites for purposes of political activities, weddings, birthday parties, anniversary parties and other similar non-commercial purposes. Dirigibles and airships at airports shall not be moving signs within the meaning of the Land Development Regulations.

(tv) *Nonconforming sign.* Any sign which does not conform to the regulations of this ordinance.

(uw) *Occupant identification.* A sign that is used to indicate to the public the legal or exact firm name and/or the character of the business or profession conducted on the premises.

(vx) *Off-site sign or non-point-of-sale sign.* Any sign located on property other than the premises to which the sign relates that does not conform to the definition of "Directional sign, off-site."

(~~w~~y) *Pennants.* Shall include the terms "ribbons"and "streamers"and shall mean pieces of cloth, flexible plastic, or other flexible material, intended to attract attention because of their bright colors and/or flapping caused by action of the wind, commonly strung in series along a line. This definition shall include a single pennant, ribbon, or streamer, or a series of such pennants, ribbons, or streamers**, but shall not include *flags* as defined herein**.

(~~x~~z) *Point of sale sign.* Any sign which carries the name of the firm, major enterprise or products offered for sale on the premises on which the sign is located, together with any other information relevant to such business, service, or products.

(aa) *Pole sign.* Any freestanding sign that does not meet the definition of ground or portable sign. These signs are composed of the sign cabinet or base and the sign pole or pylon by which it connects to the ground.

(~~y~~bb) *Political sign or political campaign sign.* A sign relating to any persons, political party, or matter to be voted upon at public election.

(~~z~~cc) *Portable sign.* A sign that is mounted on a trailer or trailer-like chassis which is capable of being moved on wheels, legs, or skids as an entire unit**, but is placed temporarily in one location as outlined in Section 604.14. Signs pulled behind a vehicle for the purpose of mobile advertising are not considered *portable signs* (see *trailer signs*)**.

(~~aa~~dd) *Professional sign.* A sign designating the office of a professional practice, indicating the names of the professionals and the profession.

(~~bb~~ee) *Project sign.* Any sign designed as a permanent structure containing only the name of a development and possibly the address and not used for promotional purposes.

(~~cc~~ff) *Projecting sign.* Any sign, other than a wall sign, affixed to any building or wall, any edge of which, extends more than 12 inches beyond such building or wall.

(~~dd~~gg) *Real estate sign.* Any sign which is used to offer for sale, lease, or rent, the property upon which the sign is placed.

(~~ee~~hh) *Roof sign.* Any sign erected or constructed wholly upon and over the roof of any building and supported solely on the roof structure.

(~~ff~~ii) *Shingle sign.* A projecting or wall sign not over one and 1½ square feet in area.

(~~gg~~jj) *Snipe sign.* Any sign of any material whatsoever that is attached in any way to a utility pole, tree, or any object located or situated on public or private property.

(~~hhkk~~) *Subdivision sign.* A sign designed as a permanent structure containing only the name of a subdivision or multifamily development and not used for promotional purposes.

(~~ii~~ll) *Temporary sign.* Any sign or advertising display intended for use for a period of time not to exceed 21 days and designed and constructed in accordance with this intention.

(mm) ***Trailer/mobile sign.*** **Any sign placed on a vehicle or on a trailer attached to a vehicle that projects more than one inch and that is displayed on public rights-of-way as a mobile sign, not intended to be permanent and not in compliance with the definition of *portable sign* or *temporary sign*.**

(~~jj~~nn) *Traveling lights sign.* Any sign which includes a series of lights, or lighting device, which appears to move or travel in automatic sequence on the display surface of the sign.

(oo) ***Vintage sign.*** **Any sign 30 years old or older that is designated as such by the Historic New Smyrna Beach Preservation Commission.**

(~~kk~~pp) *Wall sign.* Any sign containing one advertising surface, other than a projecting sign that is attached to and erected parallel with the face of any building wall, any edge of which extends beyond such building wall.

(~~ll~~qq) *Window sign.* Any sign placed inside or upon a window facing the outside and which is intended to be seen from the exterior.

~~(mm) *Informational sign.* Any sign providing information to assist persons entering a premises. The following signs are included, no vacancy, credit card acceptance, cable TV, open and closed, wet paint, time and temperature, etc. Each premises shall be limited to three such signs~~

~~and no informational sign shall exceed two square feet. Informational signs shall not be included in determining the number of signs allowed nor in the total amount of copy area of signs permitted on the premises.~~

SECTION 2: ***Repeal.*** That Section 604.14, Signs, of Article VI, Development Design and Improvement Standards, New Smyrna Beach Ordinance 1-91, New Smyrna Beach Land Development Regulations, is hereby repealed in its entirety.

SECTION 3: ***Amendment.*** That New Smyrna Beach Ordinance 1-91, New Smyrna Beach Land Development Regulations, Article VI, Development Design and Improvement Standards, is hereby amended by creating a new Section 604.14, Signs, as follows:

...

ARTICLE VI. DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS

...

604.14. Signs.

A. *Purposes, intent, and scope.* The purpose of these sign regulations is to protect, preserve, and improve the character and appearance of the City of New Smyrna Beach; to provide ample opportunity to advertise in commercial and industrial areas while preventing excessive advertising which would have a detrimental effect on the character and appearance of those areas; and to limit signs in non-commercial and non-industrial areas to essential signs, primarily for the purpose of identification and information, in order to protect the residential character and appearance of those areas. These regulations shall be the minimum requirements necessary to accomplish these purposes, and therefore, to protect the public health, safety, and general welfare.

It is intended that signs placed on land or on a building for the purpose of identification, or for advertising use conducted on that land, or in that building, shall be deemed to be accessory and incidental to the land, building, or use.

With respect to signs advertising business uses, it is specifically intended among other things to avoid excessive competition and clutter among sign display in the demand for public attention. Therefore, the display of signs should be appropriate to the land, building, or use to which it is appurtenant and be adequate but not excessive for the intended purpose of identification or advertising.

Signs commonly referred to as billboards, outdoor advertising or poster panels, which advertise products or businesses not connected with the site on which they are located are prohibited in accordance with the predominantly residential atmosphere of the community, such signs being most appropriate on open highways and roads where they do not detract from community character.

It is also intended that all temporary signs erected for directional purposes, public information, or to direct attention to special events shall be confined to those that are of a general public interest, and that such signs shall be limited to the giving of information.

B. *Prohibited signs.* The following signs are prohibited in the City of New Smyrna Beach:

Beacon light signs.
Billboards.
Flashing signs except Time and Temperature signs.
Moving signs.
Off-site signs except those off-site signs which for limited specific purposes are expressly permitted by the terms of this LDR, including but not limited to banner signs, bench signs, bus signs, political signs, real estate signs, and excluding off-site directional signs.
Pole signs.
Roof signs.
Snipe signs.
Trailer/mobile signs.
Traveling light signs.
Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs or devices, or directional, informational or warning signs erected or

maintained by any public body, or any railroad, public utility or similar body.

Private signs placed on public property, except as expressly permitted by the appropriate public body.

Signs containing any statements, words or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediate surrounding area.

Signs attached to passenger vehicles exceeding three square feet.

Signs which in any way obstruct, cover, or block any fire escape, window or door, or which are attached to any fire escape or ventilation device.

Signs which include pennants, ribbons, streamers, spinners, or wind-operated devices, except as provided herein. Flags of the United States, the State of Florida or the City of New Smyrna Beach are exempt from this prohibition.

Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the City limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4 or CM zoning districts; 2) signs complying with the exemption provisions of this LDR; and 3) real estate signs complying with the provisions of this LDR..

Commercial signs that are carried, waved, or otherwise displayed by persons ("sign walkers," "sign spinners," or "commercial mascots") either on public rights-of-way or in a manner visible from public rights-of-way. This provision is directed toward such displays intended to draw attention for a commercial purpose, and is not intended to limit the display of placards, banners, flags, or other signage by persons participating in demonstrations, political rallies, or otherwise exercising their valid First Amendment rights.

Signs containing a portion of a message where some other portion is contained on another sign, thereby creating a series of advertising messages along a street or highway.

Signs located in the visibility triangle of any corner lot, except as provided herein. The visibility triangle shall be drawn using the street right-of-way lines and a line connecting them at points 25 feet from the intersection formed by such right-of-way lines, or signs which

otherwise obstruct the view in any direction at a street intersection.

C. *Exemptions.* The following signs shall be exempt from the permitting requirements of this LDR:

Automobile dealerships informational/directional service sign provided the dealership contains over 40,000 square feet of lot area, the sign only reads "service," has no advertising or logo, and has a copy area of 75 square feet or less.

Bench signs approved by the city commission.

Construction signs for one or two unit residential construction projects provided that only one such sign not exceeding 5-1/2 square feet for each such project may be erected.

Integral signs, provided the individual letters or numerals of each such sign do not exceed two inches in height, and provided the sign itself does not exceed three square feet of display area.

Legal notices.

Neon light or other type of light sign hung inside the window of an establishment and intended to be seen from the outside provided: (1) No more than five are exempt; (2) the sign advertises a product sold at the establishment; and (3) the energy sources is by plug into an existing wall outlet.

No trespassing, warning, or similar signs of not more than two square feet where such signs are reasonably necessary to notify the public of the matters contained in the signs.

One sign not exceeding three square feet in area per premises, bearing only property numbers, post office numbers, and names of occupants of such premises, for identification purposes only.

Political signs not exceeding six square feet in area.

Real estate signs provided that only one such sign not exceeding 5-1/2 square feet in area may be erected for each street frontage adjoining the parcel of property offered for sale, lease, or rent, and provided further that no such signs shall be erected on the subject property adjacent to the Atlantic Ocean beach. "Add-on" signs (warranty, multiple listing, sold, by appointment, etc.) not exceeding one square foot may be attached to

permissible real estate signs. Real estate signs shall be located a minimum of 15 feet from side property lines and a minimum of 2 feet from the public right-of-way lines. Real estate signs shall be located outside the required visibility areas on waterfront parcels with the exception that when the visibility areas on a waterfront parcel overlap due to the width of the parcel, either one exempt real estate sign or one non-exempt real estate sign may be placed at the approximate mid-point of the water frontage.

Signs attached to passenger vehicles that do not exceed three square feet in copy area.

Signs erected by any public body.

Signs located on soda, candy, or food dispensing machines.

Signs required by any professional licensing body of the State of Florida provided that such signs do not exceed the state minimum requirements imposed by such body in any respect.

Window signs, provided that the total area of all signs does not exceed 35% of the total glass area of the window containing the display.

D. *Permits.* No person shall erect, alter, repair or relocate any non-exempt sign without first obtaining a permit for such work from the building official of the City of New Smyrna Beach. No permit shall be issued until the planning manager and chief building official, or designees, have determined that such work is in accordance with this LDR and all other ordinances of the City of New Smyrna Beach and a certificate of zoning has been issued.

(1) Application for a permanent sign permit shall be on forms provided for that purpose by the chief building official and shall contain the following information:

a. The name, address and telephone number of the applicant, the owner of the sign and the owner of the property on which the sign is to be located;

b. The address, if any, and legal description of the premises on which the sign is to be located;

c. A drawing to scale, in duplicate, showing the size, height, structural details, and dimensions of the sign and sign structure;

d. A drawing to scale, in duplicate, showing the position of the sign and any other existing advertising structures in relation to the buildings or structures or the premises and to the boundaries of the property;

e. The signatures of the applicant and the owner of the property, or in the event the owner is not available, written evidence of the owner's permission for the erection of the sign;

f. Any electrical and/or plumbing permit required for the sign;

g. For any sign which the chief building official determines may reasonably be subject to dead load, wind or other physical stress, engineering drawings showing display area, support structure above and below ground, wind pressure specifications and method of installation, signed and sealed by a registered engineer or architect licensed by the State of Florida in that profession;

h. Signs in the Visibility Triangle shall have a maximum height of 3.0 feet to allow for proper visibility.

E. *Schedule of fees.* The schedule of fees for sign permits shall be established, and periodically adjusted by city commission resolution.

F. *General provisions.* The following provisions shall apply to every sign erected in the City of New Smyrna Beach, including exempt signs:

(1) The name and address of the company or person installing any sign and the name and address of the company or persons maintaining any sign, the date of erection and the voltage of any electrical apparatus shall be painted or printed conspicuously on every sign erected.

(2) Any light from any illuminated sign shall be shaded, shielded or directed so that the light intensity or brightness shall not affect adversely the vision for operation of vehicles in any public or private road, highway, driveway or parking area. Such light shall not shine directly on or into any residential structure or directly onto approaching traffic. Such light shall not

be visible from the public beach during sea turtle nesting season (May 1-November 1 annually) per Volusia County code of ordinances, Chapter 72, Division 12, Sea Turtle Protection.

(3) All signs shall be designed and constructed to withstand a wind pressure as required by the Florida Building Code.

(4) The area around the base of any ground sign shall be kept free of any rubbish or other material that might constitute a fire or health hazard. Appropriate landscaping, monument architectural detailing and/or pole skirts around the base of signs are required.

(5) Square footage of copy area determined by lineal feet of frontage shall be determined by measuring along the entrance side of individual stores; in the case of corner stores, additional signage may be allowed only when the same or similar facade treatment is used on both front and side; sign area is not transferable between facades.

(6) Copy area of a sign shall be based upon the surface area encompassed within any regular geometric figure which forms the information component of a sign when such sign is viewed from one direction on the adjacent right-of-way. The frame which decorates or structurally supports the copy area shall be included when calculating area. The pole associated with a pole sign shall not be included when calculating area. The entire area of a ground sign shall be used in calculating the area of a ground sign.

(7) A projecting or ground sign with sign surface on both sides shall be construed as a single sign, and the total area of such sign shall be the area computed on a single sign. The faces of ground signs may be separated, and will be construed as a single sign provided that the angle of separation does not exceed 45 degrees.

(8) Unless specifically specified otherwise, no more than a total of three signs shall be erected or maintained per premises. The signs may be apportioned between any allowable type of sign in the district so long as the total copy area (excluding on-site directional signs) does not exceed the maximum permissible area provided herein.

(9) All signs shall be erected, altered, operated, maintained in good repair and working order, and kept free of any foreign matter, and in addition, shall be designed and

installed in compliance with the requirements of the building and electrical codes of the City of New Smyrna Beach.

(10) Vintage signs that do not comply with sign regulations as outlined in this section may be removed and replaced, provided approval is obtained from the Historic New Smyrna Beach Preservation Commission.

(11) All signs shall be set back a minimum of five feet from the front property line unless specifically noted otherwise below.

C. *Sign standards.* The following sign standards shall apply in the respective zoning districts as indicated below unless more stringent regulations are included within the LDR. No sign shall be permitted except as provided herein:

(1) Signs erected upon property zoned for commercial or industrial use and designated as MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, and I-4, and Corridor Overlay Zone (COZ) zoning districts shall conform to the following:

a. Ground signs.

1. Maximum copy area: Four square feet for each lineal foot of building structure frontage, not to exceed forty-eight square feet.

2. If the building has frontage on more than one right-of-way, an additional two square feet of copy area shall be allowed for each additional lineal foot of frontage. Maximum copy area not to exceed 24 square feet.

3. No ground sign shall be erected within 50 feet of any other ground sign on the same premises. No such sign shall extend more than 10 feet above ground level. Existing pole signs are considered non-conforming and are to be amortized in accordance with subsection H below.

b. Wall signs.

1. Maximum copy area: 100 square feet per premises.

2. Wall signs shall not project more than one foot from any wall of a building, and no such

sign shall project above the roof line or parapet, whichever is higher.

3. Wall signs shall not cover, block or obstruct any part of a window, including any part of a window within the sign perimeter, or obstruct window light or vision.

c. Marquee signs.

1. Shall not project more than one foot below the bottom or above the top of the vertical face of the marquee.

2. At least eight feet of clearance from the walkway grade to the bottom of the sign must be maintained.

3. May be attached underneath a marquee at a business entrance, provided the sign:

(a) does not extend beyond the perimeter of the marquee;

(b) does not exceed three square feet total copy area; and

(c) does not extend below an eight foot clearance measured from the sidewalk grade to the bottom edge of the sign.

4. If the marquee sign extends over public property, it shall have a minimum clearance of nine feet from the walkway grade to the bottom edge of the sign and shall require approval from the jurisdictional authority that has the maintenance responsibility for the affected public property.

d. Projecting signs.

1. Maximum copy area: 32 square feet.

2. No part of any such sign shall project more than 36 inches from the wall of a building.

3. No such sign shall physically cover, block or obstruct any window or part of a window, nor obstruct window light and vision.

4. No projecting sign shall extend above the top of a parapet wall.

5. In no event shall a sign projecting over a public right-of-way project to within less than two feet of the curb line.

6. Signs shall have a clearance above the sidewalk grade of at least nine feet, or at least fourteen feet above the grade of the road, driveway or alley.
7. The owner of any sign extending over the public right-of-way shall enter into a license agreement with the city, and shall hold the city harmless from any liabilities resulting from damage to or lack of maintenance of the sign.

e. Portable or movable signs. One portable sign shall be permitted one time for a new business, a business in a new location, or for a shopping center, whose allowable freestanding sign has not yet been erected. Such sign shall be permitted for a period of not more than thirty days or until installation of the allowable freestanding sign, whichever shall occur first. Portable temporary signs shall conform to all city codes and criteria, including but not limited to:
1. Maximum copy area: Thirty-two square feet.
2. No more than one such sign shall be permitted for each lot or parcel.
3. Copy on signs shall be maintained in a legible condition.
4. No flashing lights of any kind permitted. External illumination confined to sign face area.
5. Portable signs shall be used on-site only.
6. A new permit must be obtained for each period of use of a portable temporary sign. Application for a permit for a portable temporary sign shall include:
   (a) A diagram indicating the manner in which the sign will be anchored to meet the specifications outlined above;
   (b) Plot plan showing that the proposed location is:
      i. In accordance with intersection visibility standards outlined in this code;

ii. illuminated signs shall be connected to a ground fault interrupter circuit receptacle. The use of extension cords for the power supply to the sign shall be prohibited; and
iii. not in a required parking space.

f. Banner signs/temporary exterior wall signs. Each premises shall be permitted one banner sign under the following conditions:
1. In conjunction with a grand opening for a new use in a nonresidential zoning district, for a period of time not to exceed 30 consecutive days and utilized within the first three months of business for the use.
2. Maximum copy area: 32 square feet.
3. The location of the sign shall not interfere in any way with the traffic or public safety of the citizens of the city, and the sign shall not violate any other applicable provisions of this LDR. Banner signs shall not be considered in the computation for the number of signs allowed or the maximum allowable display area for a premises.
4. Banner signs erected to advertise a special event or function intended for the general public must obtain approval through the special events committee as outline below.

g. Construction signs.
1. One construction sign shall be allowed for each commercial or industrial project where a building permit has been obtained for the project.
2. Such signs shall be removed within 15 days after substantial construction operations have ceased, and in no event, later than the date of issuance of a certificate of occupancy.
3. Maximum copy area: 32 square feet.

h. Development signs.
1. One development sign for each street frontage, provided such development has been approved

and is undergoing active construction and/or sale.

2. Maximum copy area: 32 square feet.
3. Maximum height: 10 feet above grade.
4. All signs shall be removed when all units are sold.

i. Non-residential subdivision signs.
1. One sign per vehicular entrance.
2. Maximum copy area: 40 square feet.
3. Maximum height: 4 feet above grade.

j. Directory signs and nameplates.
1. Directory signs or nameplates shall contain only the name, address, and nature of business of the occupant(s).
2. Maximum copy area:
(a) Identification sign (nameplate): 4 square feet for each office.
(b) Office buildings or groupings of offices of two or more offices: one additional directory sign for the entire office building or grouping not exceeding 30 square feet of copy area.

k. Directional signs, off-site.
1. One off-site directional sign shall be allowed per premises.
2. The off-site directional sign shall be counted as one of the signs allowed on the premises on which said off-site directional sign is located.
3. Copy area of the off-site directional sign shall be included in the calculation for allowable copy area for the premise on which the sign is located.

l. Directional signs, on-site.
1. There shall be no limit to the number of on-site directional signs.
2. Maximum copy area: 3 square feet.

3. Maximum height: 48 inches above the center-line grade of the adjacent street right-of-way.

m. Awning sign.

1. One awning sign shall be allowed for each business.

2. Maximum copy area: One square foot per lineal foot of business unit frontage, not to exceed 50 square feet.

(2) Signs located in the B-5, Planned Shopping Center District and building(s) containing two or more units.

a. Freestanding ground signs:

1. Maximum height: 15 feet.

2. Maximum copy area:

(a) Shopping centers under 75,000 square feet: 62 square feet.

i. The sign may consist of the following:

- One sign panel for a major tenant: maximum 32 square feet; and
- One sign panel for individual tenant listings with letter and character sizes not less than six inches in height: maximum 30 square feet.

(b) Shopping centers of 75,000 square feet to 250,000 square feet:

i. The sign may consist of the following:

- Plaza identification panel: maximum 48 square feet;
- One sign panel for a major tenant: maximum 48 square feet; and
- One sign panel listing up to three major tenants: maximum 15 square feet for each tenant listing.

(c) Shopping centers over 250,000 square feet:

i. The sign may consist of the following:
- Plaza identification sign: maximum 64 square feet;
- One sign panel for a major tenant: maximum 48 square feet; and
- One sign panel listing up to three major tenants: maximum 15 square feet for each tenant listing.

3. Shall be placed only adjacent to the arterial right-of-way frontage line.
4. Minimum setbacks:
   (a) Five feet from the arterial right-of-way line.
   (b) Fifty feet from side lot lines.

b. Individual anchor stores shall be allowed additional signs as follows:
1. Wall signs.
   (a) Maximum number: 2
   (b) Maximum copy area: Two square feet of copy area per one lineal foot of store unit frontage, not to exceed 200 square feet.
2. Two signs hanging below the marquee, not to exceed three square feet of copy area and having a clearance of eight feet if hanging below the marquee. These signs shall be classified as directional signs, shall contain the establishment name and logo and shall not be calculated as any of the allowable number of signs.

c. Individual tenants in a shopping center or multi-tenant building, excluding anchor stores and businesses located on an outparcel shall be allowed additional signs as follows:
1. One wall sign not to exceed four square feet of a sign area per one lineal foot of store frontage, not to exceed 100 square feet.

2. One sign hanging below the marquee not to exceed three square feet of copy area and having a clearance of eight feet.

d. Individual businesses located on an outparcel shall be allowed any combination of signs as indicated in sec. 604.14G(1) above.

(3) Signs located in office or industrial parks. Office and/or industrial parks shall be allowed one freestanding sign as detailed below:

a. Office or industrial parks having less than 50 acres:
   1. Maximum copy area: 40 square feet.
   2. Maximum height: 8 feet.

b. Office or industrial parks having 50 to 100 acres:
   1. Maximum copy area: 60 square feet.
   2. Maximum height: 10 feet.

c. Office or industrial parks having more than 100 acres:
   1. Maximum copy area: 80 square feet.
   2. Maximum height: 10 feet identifying the park name and business names and addresses within the park.

d. Signs shall only identify the park name and business names and addresses within the park.

e. Individual businesses within an office or industrial park shall comply with the sign regulations as indicated in 604.14C.(1) above.

(4) Signs located on residentially zoned property.

a. Subdivisions.
   1. One subdivision sign per main vehicular access to the subdivision:
   2. Maximum copy area: 60 feet.
   3. Maximum height: four feet above the nearest adjacent road grade.

b. Multi-family residential developments:
   1. Ground signs:
      (a) One ground sign for each street frontage.
      (b) Maximum copy area: 32 square feet.
      (c) Maximum height: 8 feet above the nearest adjacent road grade.
   2. Wall signs.

(a) One wall sign shall be permitted on one of the buildings located within a multi-family development.

(b) Maximum copy area: one square foot per each foot of building height, or one square foot per each unit, whichever is less. Maximum sign area not to exceed 100 square feet.

(c) Maximum height of the channel letters is two feet.

3. All residential developments are allowed one off-site directional sign.

4. All residential developments are allowed one construction sign not to exceed 32 square feet, which must be removed upon completion of the project.

5. All residential developments are allowed one development sign not to exceed 32 square feet in area.

(5) Houses of worship. Any house of worship or related property is allowed the following signage:

a. One freestanding sign.

1. Maximum copy area: 32 square feet.

2. Maximum height: 6 feet above grade.

b. One wall sign.

1. Maximum copy area: 32 square feet.

(6) Political campaign signs. Temporary political campaign signs or posters exceeding six square feet in area shall be permitted subject to the following restrictions, and any other applicable requirements set forth in this sign regulation.

a. Minimum setbacks:

1. Front property line(s): 5 feet.

2. Side property lines: 25 feet.

b. Maximum height: 10 feet.

c. Maximum copy area: 32 square feet.

d. Maximum number of signs per parcel: one.

e. Political campaign signs shall not be erected more than 60 days prior to an election and shall be removed within 10 days after the election or after the campaign issue has been decided.

f. The erection and removal of all political signs shall be the joint responsibility of the owner of property upon which the sign is placed, the owner of such sign, and the candidate for whom such sign was placed. Each such person shall be jointly and severably liable for a violation of the terms and conditions of this sign regulation.

g. All persons seeking to install non-exempt political signs must comply with the following:

1. Obtain a permit from the city clerk.
2. Post a surety bond or cash bond in the amount of $250.00 conditioned upon the removal of such signs, billboards and posters within ten days after the election in which the candidate is eliminated or elected or the campaign issue is decided.
3. Should the candidate fail or refuse to remove said signs, billboards or posters within 15 days after such election, the city shall have the authority to remove such signs, billboards or posters and dispose thereof and charge the cost of such removal and disposal against the bond posted by the candidate.
4. In the event a cash bond is posted, any sums remaining in the hands of the city after the cost of such removal has been deducted shall be remitted to the candidate.

(7) Signs located at bed and breakfast homes, adult living facilities, nursing homes, public and private schools, and private and semi-public clubs located within residentially-zoned areas.

a. Ground signs.

1. Maximum copy area: 32 square feet.
2. Maximum height: 8 feet.
3. Materials and illumination. Must utilize indirect lighting to illuminate only the sign face.

(8) Electronic message centers. Electronic message centers shall only be allowed in the B-3 and B-5 zoning districts. Electronic message center signs shall be prohibited east of U.S. 1, except for properties with

direct frontage on the east side of U.S. 1, regardless of zoning. Additionally, electronic message centers shall conform with the following requirements:

a. Minimum separation between electronic message center signs is 600 feet unless approved by the Planning Manager based on visibility needs.

b. Electronic message center signs must not face property zoned for single-family residential uses.

c. Electronic message center signs shall be prohibited within historic districts or facing a historic district if the electronic message center sign will be within 200 feet of the historic district.

d. The maximum light emanation from an electronic message center sign shall be no greater than .3 foot-candles, measured 200 feet from the sign.

e. Every electronic message center shall be equipped with an automatic dimmer device.

f. All electronic message centers shall comply with the appropriate city sign and other regulations.

g. Any malfunctioning electronic message centers must be turned off or display a blank screen until repaired.

h. All electrical equipment shall be UL listed.

i. All power to an electronic message center shall be supplied via underground carrier, inside approved conduit, and shall be installed according to the city electrical requirements.

j. All electronic message centers shall be kept in good operating condition and maintained with good external appearance.

(9) Real estate signs.

a. Exempt real estate signs: The following real estate signs conforming to the following criteria shall not require a permit:

1. Maximum size and number of signs: One sign not exceeding six square feet in area may be erected for each street and/or water frontage adjoining the parcel of property offered for sale, lease or rent.

2. A maximum of three "add-on" or "rider" signs shall be permitted for each exempt real estate sign, provided the total area for all "add-on"

or "rider" signs does not exceed five square feet and provided that no "add-on" or "rider" sign exceeds the width of the exempt real estate sign.

3. Minimum setbacks: Ten feet from side property lines and two feet from public right-of-way lines.

b. Non-exempt real estate signs on property zoned C, RC, FR, R, A-1, A-2, MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, I-4, PUD and COZ shall require a permit and shall conform to the following:

1. Maximum size: 32 square feet.
2. Maximum number of signs: One per each street and/or water frontage for each premises.
3. Minimum setbacks: Five feet from any adjacent right-of-way, except where the applicant demonstrates that existing vegetation or other obstructions would preclude compliance with the five-foot setback.

c. Non-exempt real estate signs on property zoned RE, R-1, R-2, R-3, R-4, R-5, R-6, MH-1, and MH-2, shall require a permit and shall conform to the following:

1. Maximum size: 16 square feet.
2. Maximum number of signs: one per each street and/or water frontage for each premises.
3. Minimum setbacks: Five feet from all property lines.

d. Visibility requirements: All real estate signs shall be located outside the required visibility areas at the intersections of rights-of-way. All real estate signs shall be located outside the required visibility areas on waterfront parcels with the exception that when the visibility areas on a waterfront parcel overlap due to the width of the parcel, either one exempt real estate sign or one non-exempt real estate sign may be placed at the approximate mid-point of the water frontage.

(10) Special event signs. For the purpose of this section, "special event" means any public or private nonprofit event of limited duration in which the general public is invited to participate, and other events of limited duration that are otherwise unrelated to the primary use of the property. The following regulations apply to special event signage:

a. Prohibited signs. It shall be unlawful to erect, case to be erected, maintain or cause to be maintained any sign described in Section 604.14B of the land development regulations unless or except as follows:

1. Maximum number of off-site signs: 3

2. No sign prohibited in [sub]section 10a. above shall be authorized under this section as a special event sign.

3. No special event sign shall be placed so as to obscure visibility of any permanent freestanding sign, unless such placement has been approved in writing and filed with the city clerk by the property owner whose freestanding sign is obscured.

4. No special event sign shall be placed on lots or parcels of any privately owned, undeveloped property without written authorization of the property owner. Such authorization shall be filed with the city clerk prior to posting any sign on the undeveloped property.

5. The erection and removal of all special event signs shall be the responsibility of the person sponsoring the special event, except for political campaign signs which shall be the responsibility of the candidate for whom the sign was placed and as described in section 604.14G(6) above.

6. Special event signs shall be erected not more than 14 days prior to a major special event and not more than 48 hours prior to a minor special event. All special event signs shall be removed within 48 hours after the special event (major or minor) for which the sign was authorized.

7. Bond requirements:

(a) A surety bond or cash bond in the amount of $250.00 shall be posted a minimum of 48 hours prior to installation of the signs.

(b) The bond shall be to ensure the removal of such signs, billboards and posters within 48 hours of the special event (major or minor) for which the signs were posted.

(c) Should the person who posted the bond for such signs fail or refuse to remove said signs, billboards or posters within the specified time frames after the special event, the city shall have the authority to remove such signs, billboards and posters and dispose thereof and charge the cost of such removal and disposal against the bond posted.

(d) In the event a cash bond is posted, any funds remaining in the hands of the city after the cost of such removal has been deducted shall be remitted to the person who posted the bond.

(11) Flags.

a. Maximum number: Two flags per premises.

b. Flags shall be mounted on a single flag pole or separate flag poles installed either on the building or adjacent to the building.

c. No single flag shall exceed 40 square feet in area, and the aggregate size of all flags shall not exceed 72 square feet.

d. For the purpose of determining the size of a flag, only one side of the flag shall be counted as display surface.

(12) Home occupational signage.

a. Businesses with an approved and current business tax receipt for a home occupation as outlined in section 801.06 of this LDR may request a permit to install one sign not to exceed four square feet in copy area and not to exceed five and one-half feet in height.

b. Only one sign is permitted per parcel.

(13) Sandwich boards. Sandwich board signs are permitted within the MU, Mixed Use zoning districts only. Sandwich board signs must comply with the following regulations:

a. One sandwich board sign may be located in front of each non-residential property or tenant space.

b. Sandwich board signs may be placed on a public sidewalk no closer than one foot inside the curb, and must maintain a minimum of 36 inches of clear sidewalk space.

c. Maximum sign size: 42 inches in height and 36 inches in width.

d. The sign shall only be placed on the sidewalk during business hours.

e. The sign shall be located in front of the specific business advertised on the sign, and not at another location. If the business is a corner property, the sign may only be placed in one location.

H. *Non-conforming signs.*

(1) Amortization of non-conforming signs: Any existing sign which is in violation of this LDR after the effective date of this LDR shall be deemed a non-conforming sign. Such signs may be continued subject to the following requirements:

a. No non-conforming sign shall be altered, moved or changed in any way except in full compliance with the terms of this LDR. This provision shall not apply to the changing of temporary copy on changeable copy signs or the painting or altering of copy area to restore the original sign appearance.

b. This non-conforming sign provision shall not apply to repairs necessary to maintain the structural integrity or safety of a sign, provided the cost of such repairs does not exceed 25 percent of the cost of materials which would be necessary to construct, in all other respects, an identical conforming sign on the same site. Such costs shall be determined by the chief building official.

c. Pole signs shall be amortized within ten years of the effective date of this ordinance. No new pole

signs shall be permitted after the effective date of this ordinance. Face change-outs for pole signs shall be permitted provided the replacement complies with subsection "d" below and provided the pole sign is replaced with a conforming sign by the end of the amortization time.

d. Notwithstanding the time periods for amortization of non-conforming signs set out above, no non-conforming sign of any kind or type shall be allowed to remain with the sign has deteriorated to a point that the cost of repairing the sign to a safe, structurally sound condition exceeds 25 percent of the cost of materials which would be necessary to construct in all other respects an identical conforming sign on the same site. Such costs shall be determined by the chief building official.

e. Notwithstanding any other provision in this LDR, if a sign is destroyed by more than 50 percent of its replacement value, through an accident, act of God, or intentional act not caused by the person responsible for said sign, then the sign may be reconstructed and rebuilt and utilized for the balance of the amortization period then left.

(2) Non-conforming signs shall be removed or made to conform with this LDR within the time periods set out below or upon deterioration to the point specified below:

a. The following types of signs shall be removed or made to conform within 60 days after the effective date of this LDR:

1. Beach light signs
2. Flashing signs
3. Moving signs
4. Snipe signs
5. Trailer/mobile signs
6. Traveling light signs
7. Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs, or devises or directional information or warning signs erected or maintained by any public body or any railroad, public utility or similar body.

8. Private signs placed on public property, except as expressly permitted by the appropriate public body.
9. Signs containing any statements, words, or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediately surrounding area.
10. Signs attached to passenger vehicles exceeding three square feet.
11. Signs which in any way obstruct or block any fire escape, window or door, or which are attached to any fire escape or ventilation device.
12. Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the city limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, or CM zoning districts; 2) signs complying with the exemption provision of this LDR; and 3) real estate signs complying with the provisions of this LDR.

b. The following types of signs prohibited by this LDR shall be removed within one year after the effective date of this LDR:
   1. Billboards
   2. Off-site signs, unless said sign is an off-site directional sign as defined herein.

(3) Removal of signs. The chief building official shall have the responsibility to enforce the provisions of this LDR.
a. If any property owner fails to comply with this LDR by failing to remove an unlawful sign, a sign for which the amortization period applicable to the sign has lapsed or a sign which has deteriorated beyond the point set forth in subsection (1)d. above, the code enforcement officer shall send a notice of violation by certified mail, return receipt requested, to the owner of the property at the address shown on the latest consolidated county

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tax rolls. If the notice is returned unclaimed or otherwise undelivered, a true copy of such notice shall be posted on the subject property for 10 consecutive days. The notice shall contain the name and address of the owner as shown on the tax rolls, the legal description of the property, the time in which the owner shall abate the nuisance, not less than 30 days, and have attached a photocopy of the relevant provisions of this LDR.

b. Any owner aggrieved by any action taken by the city under this LDR may appeal such action to the City Commission.

c. If no action has been taken regarding a notice of violation by the owner of the property involved within 60 days after service of the notice, or the last day of posting on the property, and no appeal has been taken, the code enforcement officer shall request approval of the code enforcement board to remove the sign and after obtaining such approval, shall remove the sign. The reasonable cost of such removal is hereby assessed against the property involved and declared to be a lien on such land in accordance with state law. Such liens may be foreclosed by the city as provided by law.

(4) Signs visible from Interstate or Federal Aid Primary Highway System; harmony of regulations.

a. The removal provisions of this LDR shall not apply in the case of outdoor advertisements or advertising structures visible from roads or highway systems to the extent that such removal is preempted by the state. This shall not affect the duty of sign owners to remove the signs under this LDR nor shall it affect the authority and responsibility of the city to enforce this LDR through other appropriate means, including referral for criminal prosecution.

b. This LDR shall be construed to be in harmony with Florida Statutes. In cases where local authority is preempted by the state, or where a question arises regarding such preemption, it shall be the responsibility of the chief building official to coordinate with the state to insure that state

regulation and enforcement is pursued to the fullest extent.

I. Variances. Variances to the requirements of this LDR may be granted by the planning and zoning board only where a literal enforcement of the provisions of this LDR would result in substantial practical difficulty or unnecessary hardship or difficulty which might be suffered by the owners of that property. Variances shall be granted only in accordance with the procedures and criteria set out in the city land development regulations.

J. Penalties. Violations occurring on public property shall be issued a trespassing citation, fines for which are set by the city code of ordinances. Violations occurring on private property may be issued a code citation per Chapter 162, Florida Statutes, and may be cited to appear before the code enforcement board; additionally, violations must come into compliance as determined by the code enforcement officer.

SECTION 4: ***Amendment.*** That New Smyrna Beach Ordinance 1-91, New Smyrna Beach Land Development Regulations, Article VIII, Supplementary Regulations, Section 801.06, Home Occupations, is hereby amended as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikeout~~, and additions to text are indicated by underline.)**

ARTICLE VIII. SUPPLEMENTARY REGULATIONS

...

801.06. Home occupations.

A. A home occupation shall be permitted as an accessory use in all residential districts, provided that:

(4) ...

(5) No additional and separate entrance incongruent with the residential structural design shall be constructed for the purpose of conducting the home occupation;

~~(6) No advertisement directs consumers to the home or is located at the home;~~

(~~7~~6) The home occupation shall not generate the visitation by clients, customers, salesmen, suppliers or any other persons to the premises which results in vehicular traffic generation of more than one vehicle at any one time, or of more than a total of 12 vehicles per day;

(~~8~~7) No provision for off-street parking or loading facilities, other than the requirements of the residential district in which the use is located, shall be permitted; no part of a required yard shall be used for such off-street parking or loading purposes; and no additional driveways to serve such home occupation shall be permitted;

(~~9~~8) No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference outside the dwelling. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises;

(~~10~~9) No home occupation shall interfere with the residential uses of adjoining property;

(~~11~~10) A home occupation shall be required to have a city occupational license.

(11) One sign not to exceed four square feet in copy area and not to exceed 5-1/2 feet in height is permitted per parcel.

...

SECTION 5: ***Codification.*** Following adoption of this ordinance, the City Attorney shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved.

SECTION 6: ***Public Hearings.*** That two public hearings noticed pursuant to §166.041(3)(c)2.b., F.S., considering the adoption of this ordinance were held October 25, 2011, and November 8, 2011, in

the City Commission Chambers at City Hall, 210 Sams Avenue (south entrance on Julia Street), New Smyrna Beach, Florida.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 9: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

FRANK B. GUMMEY, III
City Attorney

DATE: 11/8/11

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CITY OF NEW SMYRNA BEACH – DEVELOPMENT SERVICES
ZT-11-11: LDR AMENDMENT –
SIGNS
SEPTEMBER 12, 2011

Background

A. **Applicant:** City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach

B. **Request:** Approval of an amendment to the City's Land Development Regulations to update the Sign Ordinance.

Findings

A. Sections 205.00 and 604.14 of the City's *Land Development Regulations* (LDR) contain definitions and regulations regarding Signage. Over the past few years, staff has received varied feedback from citizens, business owners, and sign contractors regarding the sign regulations. This feedback ranged from expressions of over-restrictive regulations, requests that certain signs are allowed, to requests that certain signs be prohibited and an amortization schedule for these signs be created.

B. In an effort to rectify this, staff established a sign committee, consisting of Planning Department staff, code Enforcement staff, several sign contractors, local business owners, and a representative from the Historic New Smyrna Beach Preservation Commission. This committee met twice in person and communicated several times via e-mail regarding what should be changed, added and/or removed from the regulations to make them more user-friendly and to cater to the community's desires as to what is wanted and unwanted.

C. Specific changes were made to include regulations for sandwich-board signs, provisions for larger signs for multi-family structures, regulations for special event signage, and flags. Additionally, changes were made to prohibit new pole signs and provide a 10-year amortization schedule for these signs, with the intent to encourage monument and ground signs. Trailer/mobile signs were included in the "prohibited signs" list, too. Other changes were mostly in formatting to make the ordinance clearer and easier to read. Definitions for flags, trailer/mobile signs, pole signs, monument signs, and ground signs were drafted. Home occupation signs were added as permitted signage, and therefore the regulations pertaining to home occupations (Section 801.06 of the LDR) were amended to reflect this change.

D. After edits recommended by the sign committee were drafted, staff posted the draft ordinance on the City's website for several weeks, and forwarded a copy of it for general disbursement to members of the Southeast Volusia Chamber of Commerce and the Volusia County Association for Responsible Development. Staff incorporated additional feedback from the members of these entities, resulting in the attached amended Sign regulations.

Staff Recommendation

Staff recommends approval of the following zoning text amendment to the Land Development Regulations. Section 205.00 and 801.06 show omissions as ~~strikethroughs~~ and additions as <u>underlined</u>. Because of the large amount of editing done to Section 604.14, staff is recommending, for ease of review, that

the entire existing ordinance be shown as ~~stricken~~ followed by the revised entire ordinance as underlined.

Planning and Zoning Board Recommendation

At its September 12, 2011 meeting, the Planning and Zoning Board voted unanimously 6-0 (Brooks Casey absent), to recommend the City Commission approve the request.

205.00 Sign Regulations Definitions

The following definitions shall apply to Section 604.14 of this LDR.

Altering: Changing a sign to the extent that the structural components of the pole or copy area is replaced, repaired, or changed so that the shape, size, or appearance of the sign is different than previously. Painting a sign, rearranging letters or replacing the plastic copy area without any structural or frame changes shall not constitute altering.

Anchor Store: the major tenant within a shopping center used to draw patrons to the shopping center and containing at least 25,000 square feet of gross leasable area.

Chief Building Official: The City Official designated as the Chief Building Official for the City of New Smyrna Beach. The Chief Building Official shall have the responsibility and authority to enforce these sign regulations.

Copy Area: Surface area encompassed within any regular geometric figure which forms the informational component of a sign, when such sign is viewed from one direction on the adjacent right-of-way. The frame which decorates or structurally supports the copy area shall be included when calculating area. The pole associated with a pole sign shall not be included when calculating copy area. The entire area of a ground sign shall be used in calculating the area of a ground sign.

~~Electronic Message Center: A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix.~~ **~~Ord. # 45-08~~**

Erect: To build, construct, attach, hang, place, suspend or affix, and shall include the painting of wall signs.

Location: Any lot, premises, building, structure, wall, or any place whatsoever upon which a sign is located.

Person: Any persons, firm, partnership, association, corporation, company, or organization, singular or plural, of any kind.

Premises: A parcel or lot of property, or any combination of parcels or lots; except that in the case of a business having in excess of two hundred and fifty (250) feet of continuous road frontage in which such case each two hundred and fifty (250) feet of road frontage shall constitute one (1) premise for the purpose of this Ordinance. For example: a new car dealership with five hundred (500) feet of road frontage would constitute two (2) premises for the purpose of this LDR.

Public Body: Any government or governmental agency of the City of New Smyrna Beach, Volusia County, the State of Florida, or the United States.

Residential Development: Any housing project that is approved by the Planning and Zoning Board. Phasing of a project shall not constitute a separate residential development for the purpose of Sign Standards, unless the phase shall bear a separate name.

Roof Line: The juncture of the roof and the perimeter wall of the structure.

Semi-Public Body: Any organization operating as a non-profit activity and serving a public purpose or service including such organizations as non-commercial clubs, lodges, theater groups, recreational and neighborhood associations, cultural organizations, schools and churches.

Sign: Any surface, fabric, device or display, designed to advertise, inform, identify, or to attract the attention of persons not on the premises on which the devise or display is located.
(Ord. # 17-01)

A sign shall be construed to be a single display surface or device containing elements organized, related, and composed to form a single unit. In cases where material is displayed in a random or unconnected manner, or where there is reasonable doubt as to the intended relationship of such components, without organized relationship of such components, each component or element shall be considered to be a single sign.

A projecting or ground sign with sign surface on both sides of such sign shall be construed as a single sign, and the total area of such sign shall be the area computed on a single sign.
(Revised 4-19-01)

For purposes of this LDR, the term "sign" shall include all structural members. ~~Signs shall not be subject to setback requirements. However, the sign face and all related structural members shall have a minimum setback of 5 feet from any property line.~~ UA sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. This definition shall not include bumper stickers on cars.

Within the sign definition are the following signs:

(a) Awning Sign: a sign located on the vertical face of an awning.

(b) Banner Signs: any sign intended to be hung either with or without frames, possessing characters, letters, illustrations or ornamentations applied to paper, plastic or fabric of any kind, including such signs stretched across or hung over any public right-of-way. National flags, flags of political subdivisions and symbolic flags of any institution or business shall not be considered banners for the purpose of the article.

(c) Beacon Light Sign: any sign or device which includes any light with one or more beams, capable of being directed in any direction or directions, or capable of being revolved automatically.

(d) Bench Signs: a sign located on any part of the surface of a bench or seat placed on or in a close proximity to a public right-of-way or other public area.

(e) Billboard: any notice or advertisement, pictorial or otherwise, giving information regarding any business, organization, event, person, product, place, or thing of any kind located on a premises other than that on which the advertised product or service is offered for sale, except off-site signs, and which is intended for use for the display of advertising material.

(f) ~~Bus Signs: any sign affixed to the interior or exterior of a public bus operated by the Smyrna Transit System, its agent, or successors.~~
Bunting. A temporary sign made of gathered cloth, canvas, light fabric or plastic exhibiting the color or colors of a flag of a government or governmental agency or any patriotic, religious, charitable, civic, educational or fraternal organization

(g) Changeable Copy Sign: a sign that is designed so that characters, letters or illustrations can be changed or rearranged either manually or mechanically.

(h) Construction Sign: any sign giving the name or names of principal contractors, architects and lending institutions responsible for construction on the site where the sign is placed, together with other relevant information regarding such contractors, architects or lending institutions.

(i) Development Sign: a sign designed and intended to advertise and promote the sale of buildings or subdivided lots on the same premises.

(j) Directional Sign, Off-Site: a sign ~~not exceeding thirty-two (32) square feet~~ bearing directions and/or instructions indicating the direction to the premises to which the sign relates. Said "Directional Sign, Off-Site" may include the name of the firm, major enterprise or products offered for sale on the premises to which the sign is directing, or with any other information relevant to such business, services, or products.

(k) Directional Sign, On-Site: a sign ~~not exceeding three (3) square feet~~ bearing only directions and/or instructions of the premises. This includes, but is not limited to, stop, one-way, speed limit, no left or right turn signs, or any other traffic signs; signs which identify a building section, such as: service department, lounge, kitchen, dining room or menu. On-site directional signs shall not be included when determining the number of signs allowed nor in the total amount of copy area of signs permitted on the premises.

(l) Directory Sign: a sign on which the names and locations or occupants or the use of a building is given. This shall include office building and church directories.

(m) Electronic Message Center: A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix. **Ord. # 45-08**

(n) Flag: Any fabric, banner, or bunting containing distinctive colors, patterns, or symbols, used as a symbol. Regulations herein do not apply to flags denoting nations, government, or noncommercial organizations

(~~m~~o) Flashing Sign: any sign with a lighting device or devices which go on and off alternately, not including signs giving time and temperature.

(~~n~~p) Ground and~~/or Pole~~ Sign or "Free-Standing Sign": ~~any sign which is supported by structures or supports in or upon the ground and independent of support from any building.~~ A sign where the foundation and supporting structure are visually an integral part of the sign creating a continuous form from the ground to the top of the sign.

(~~o~~g) Illuminated Sign: any sign illuminated in any manner by an artificial light source.

(~~p~~r) Informational Sign: any sign providing information to assist persons entering a premises. The following signs are included: no vacancy, credit card acceptance, cable TV, open and closed, wet paint, time and temperature, etc. Each premises shall be limited to three such signs and no informational sign shall exceed two square feet. Informational signs shall not be included in determining the number of signs allowed nor in the total amount of copy area of signs permitted on the premises.

(~~q~~s) Integral Sign: memorial signs or tablets, names of buildings and date of erection when cut into any masonry surface or when constructed of bronze or other non-combustible materials in the form of a plaque mounted on the side or face of a building, bench, or other permanent structure.

(~~r~~t) Marquee Sign: any projecting sign attached to and made a part of a marquee. A marquee is defined as a permanent roof-like or awning type structure projecting beyond and supported by a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed to provide protection against the weather.

(~~s~~u) Moving Sign: a fluttering sign or a balloon type sign that is filled with a lighter than air gas, including wind operated devices. All balloons (including all inflatables), dirigibles, airships, and kites located on, or tethered to, commercial property, or for the purpose of advertising a business or profession, shall be *moving signs* within the meaning of the Land Development Regulations. The items enumerated in the preceding sentence shall be *moving signs* even if no advertising appears on the item. Specifically excluded from the definition of *moving signs* are all balloons, dirigibles, airships, and kites for purposes of political activities, weddings, birthday parties, anniversary parties and other similar non-commercial purposes. Dirigibles and airships at airports shall not be *moving signs* within the meaning of the Land Development Regulations. **(Ord. # 17-01)**

(~~t~~v) Non-Conforming Sign: any sign which does not conform to the regulations of this Ordinance.

(~~u~~w) Occupant Identification: a sign that is used to indicate to the public the legal or exact firm name and/or the character of the business or profession conducted on the premises.

(~~v~~x) Off-Site Sign or Non-Point-of-Sale Sign: any sign located on property other than the premises to which the sign relates that does not conform to the definition of "Directional Sign, Off-Site".

(~~w~~y) Pennants: shall include the terms "ribbons" and "streamers" and shall mean pieces of cloth, flexible plastic, or other flexible material, intended to attract attention because of their bright colors and/or flapping caused by action of the wind, commonly strung in series along a line. This definition shall include a single pennant, ribbon, or streamer, or a series of such pennants, ribbons, or streamers, but shall not include “flags” as defined herein.

(~~x~~z) Point of Sale Sign: any sign which carries the name of the firm, major enterprise or products offered for sale on the premises on which the sign is located, together with any other information relevant to such business, service, or products.

(~~y~~aa) Pole Sign: any freestanding sign that does not meet the definition of ground or portable sign. These signs are composed of the sign cabinet or base and the sign pole or pylon by which it connects to the ground.

(~~y~~bb) Political Sign or Political Campaign Sign: a sign relating to any persons, political party, or matter to be voted upon at public election.

(~~z~~cc) Portable Sign: a sign that is mounted on a trailer or trailer-like chassis which is capable of being moved on wheels, legs, or skids as an entire unit but is placed temporarily in one location as outlined in Section 604.14. Signs pulled behind a vehicle for the purpose of mobile advertising are not considered "portable signs" (see "trailer signs").

(~~aa~~dd) Professional Sign: a sign designating the office of a professional practice, indicating the names of the professionals and the profession.

(Revised 4-19-01)

(~~bb~~ee) Project Sign: any sign designed as a permanent structure containing only the name of a development and possibly the address and not used for promotional purposes.

(~~cc~~ff) Projecting Sign: any sign other than a wall sign affixed to any building or wall, any edge of which, extends more than 12 inches beyond such building or wall.

(~~dd~~gg) Real Estate Sign: any sign which is used to offer for sale, lease, or rent, the property upon which the sign is placed.

(~~ee~~hh) Roof Sign: any sign erected or constructed wholly upon and over the roof of any building and supported solely on the roof structure.

(~~ff~~ii) Shingle Sign: a projecting or wall sign not over one and one-half (1-1/2) square feet in area.

(~~gg~~jj) Snipe Sign: any sign of any material whatsoever that is attached in any way to a utility pole, tree, or any object located or situated on public or private property.

(~~hh~~kk) Subdivision Sign: a sign designed as a permanent structure containing only the name of a subdivision or multi-family development and not used for promotional purposes.

(~~ii~~ll) Temporary Sign: any sign or advertising display intended for use for a period of time not to exceed twenty-four (24) days and designed and constructed in accordance with this intention.

(mm) Trailer/Mobile Sign: Any sign placed on a vehicle or on a trailer attached to a vehicle that projects more than one (1) inch and that is displayed on

public rights-of-way as a mobile sign, not intended to be permanent and not in compliance with the definition of “portable sign” or “temporary sign”.

(~~jj~~oo) Traveling Lights Sign: any sign which includes a series of lights, or lighting device, which appears to move or travel in automatic sequence on the display surface of the sign.

(pp) Vintage Sign: Any sign 30 years old or older that is designated as such by the Historic New Smyrna Beach Preservation Commission

(~~kk~~qq)Wall Sign: any sign containing one advertising surface other than a projecting sign that is attached to and erected parallel with the face of any building wall, any edge of which extends beyond such building wall.

(~~ll~~rr) Window Sign: any sign placed inside or upon a window facing the outside and which is intended to be seen from the exterior.

(~~mm~~ss) Informational Sign: any sign providing information to assist persons entering a premises. The following signs are included: no vacancy, credit card acceptance, cable TV, open and closed, wet paint, time and temperature, etc. Each premises hall be limited to three such signs and no informational sign shall exceed two square feet. Informational signs shall not be included in determining the number of signs allowed nor in the total amount of copy area of signs permitted on the premises.

***

~~**604.14 Signs**~~

~~A. Purposes, Intent, and Scope~~

~~The purpose of these sign regulations is to protect, preserve, and improve the character and appearance of the City of New Smyrna Beach; to provide ample opportunity to advertise in commercial and industrial areas while preventing excessive advertising which would have a detrimental effect on the character and appearance of those areas; and to limit signs in non-commercial and non-industrial areas to essential signs, primarily for the purpose of identification and information, in order to protect the residential character and appearance of those areas. These regulations shall be the minimum requirements necessary to accomplish these purposes, and therefore, to protect the public health, safety, and general welfare.~~

~~It is intended that signs placed on land or on a building for the purpose of identification, or for advertising use conducted on that land, or in that building, shall be deemed to be accessory and incidental to the land, building, or use.~~

~~With respect to signs advertising business uses, it is specifically intended, among other things, to avoid excessive competition and clutter among sign display in the~~

~~demand for public attention. Therefore, the display of signs should be appropriate to the land, building or use to which they are appurtenant and be adequate, but not excessive, for the intended purpose of identification or advertisement.~~

~~Signs commonly referred to as billboards, outdoor advertising or poster panels, which advertise products or businesses not connected with the site on which they are located, are prohibited in accordance with the predominantly residential atmosphere of the community, such signs being most appropriate on open highways and roads where they do not detract from community character.~~

~~It is also intended that all temporary signs erected for directional purposes, public information, or to direct attention to special events, shall be confined to those that are of a general public interest, and that such signs shall be limited to the giving of information.~~

~~B. Prohibited Signs~~

~~The following signs are prohibited in the City of New Smyrna Beach:~~

~~Beacon Light Signs~~
~~Billboards~~
~~Flashing Signs except Time and Temperature Signs~~ **~~Ord. #42-05, Ord. #45-08~~**
~~Moving Signs~~ **~~Ord. #42-05, Ord. #45-08~~**
~~Off-Site Signs except those off-site signs which for limited specific purposes are expressly permitted by the terms of this LDR, including but not limited to, banner signs, bench signs, bus signs, political signs, real estate signs*, and excluding off-site directional signs.~~
~~Roof Signs~~
~~Snipe Signs~~
~~Traveling Light Signs~~

~~Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs, or devices, or directional, informational or warning signs, erected or maintained by any public body, or any railroad, public utility, or similar body.~~

~~Private signs placed on public property, except as expressly permitted by the appropriate public body.~~

~~Signs containing any statements, words or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediate surrounding area.~~

~~Signs attached to passenger vehicles (automobile) except signs not exceeding three (3) square feet on the sides of such vehicles operated~~

~~during the normal course of business, and identifying only the business, its principal products or services, address, and/or a phone number.~~

~~Signs which in any way obstruct, cover, or block, any fire escape, window, or door, or which are attached to any fire escape or ventilation device.~~

~~Signs which include pennants, ribbons, streamers, spinners, or wind-operated devices, except as provided herein.~~

~~Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the City limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, or CM zoning districts, 2) signs complying with the exemption provision of this LDR; and 3) real estate signs complying with the provisions of this LDR.~~ **Ord. #29-10**

~~Signs containing a portion of a message where some other portion is contained on another sign, thereby creating a series of advertising messages along a street or highway.~~

~~Signs located in the visibility triangle of any corner lot, such triangle to be drawn using the street right-of-way lines and a line connecting them at points twenty-five (25) feet from the intersection formed by such right-of-way lines, or signs which otherwise obstruct the view in any direction at a street intersection. Notwithstanding the foregoing, a sign shall not be considered an obstruction and shall be permitted in the visibility triangle where the sign conforms with the following requirements:~~

- ~~(1) a ground sign shall not exceed three (3) feet in height above the elevation of the centerline of the adjoining street right-of-way;~~
- ~~(2) the sign shall consist of not more than two (2) poles and neither pole shall exceed eight (8) inches in diameter between three (3) feet and eight (8) feet above the elevation of the centerline of the adjoining right-of-way;~~
- ~~(3) the bottom of the face of the sign shall be located no less than eight (8) feet above the elevation of the centerline of the adjoining right-of-way; and~~
- ~~(4) the maximum allowable sign height, measured from the centerline of the adjoining street right-of-way, is 30 feet. (Ord. 14-91)~~

~~C. Exemptions~~

~~The following signs shall be exempt from the permitting requirements of this LDR:~~

~~Automobile Dealerships Informational/Directional Service sign provided the dealership contains over 40,000 square feet of lot area, the sign only reads~~

~~"service", has no advertising or logo, and has a copy area of 75 square feet or less.~~

~~Bus Signs.~~

~~Construction Signs for one or two unit residential construction projects provided that only one such sign not exceeding five and one-half (5-1/2) square feet for each such project may be erected.~~

~~Integral Signs, provided the individual letters or numerals of such sign do not exceed two (2) inches in height, and provided the sign itself does not exceed three 3) square feet of display area.~~

~~Legal Notices - Political Signs.~~

~~Neon light or other type of light sign hung inside the window of an establishment and intended to be seen from the outside provided: (1) no more than five (5) are exempt; (2) the sign advertises a product sold at the establishment; and (3) the energy sources is by plug into an existing wall outlet.~~
~~No trespassing, warning, or similar signs of not more than two (2) square feet where such signs are reasonably necessary to notify the public of the matters contained in the signs.~~

~~One sign not exceeding three (3) square feet in area per premises, bearing only property numbers, post office numbers, and names of occupants of such premises, for identification purposes only.~~

~~One sign not exceeding six square feet in area may be erected for each street and/or water frontage adjoining the parcel of property offered for sale, lease, or rent. A maximum of three "add-on" or "rider" signs shall be permitted for each exempt real estate sign, provided the total area of all "add-on" or "rider" signs does not exceed five square feet and provided that no "add-on" or "rider" sign exceeds the width of the exempt real estate sign. Real estate signs shall be located a minimum of ten feet from side property lines and a minimum of two feet from the public right-of-way lines. Real estate signs shall be located outside the required visibility areas at the intersections of rights-of-way. Real estate signs shall be located outside the required visibility areas on waterfront parcels with the exception that when the visibility areas on a waterfront parcel overlap due to the width of the parcel, either one exempt real estate sign or one non-exempt real estate sign may be placed at the approximate mid-point of the water frontage.~~ ~~**Ord. #29-10**~~

~~Signs attached to passenger vehicles (automobiles) not exceeding three (3) square feet on the sides of vehicles operated during the normal course of a business and identifying only the business, its principal products or services, a phone number, and an address.~~

~~Signs erected by, and on the premises of, any church, identifying the church, the pastor, minister, priest, etc., and giving a schedule of services, and any other information pertinent to the operation of the church not exceeding twenty (20) square feet in display area.~~

~~Signs erected by any public body.~~

~~Signs located on soda, candy, or food dispensing machines.~~

~~Signs required by any professional licensing body of the State of Florida provided that such signs do not exceed the state minimum requirements imposed by such body in any respect.~~

~~Window Signs per Section 604.14 G. (1)d.5.~~

~~D. Permits~~

~~No person shall erect, alter, repair, or relocate any non-exempt sign without first obtaining a permit for such work from the Building Official of the City of New Smyrna Beach. No permit shall be issued until the City Planner and Chief Building Official have determined that such work is in accordance with this LDR and all other LDRs and ordinances of the City of New Smyrna Beach and a certificate of zoning has been issued.~~

~~(1) Application for a sign permit shall be on forms provided for that purpose by the Chief Building Official which forms may be included in the form for application for a building permit or any other form in the discretion of the Chief Building Official, and shall contain the following information:~~

~~a. the name, address, and telephone number of the applicant, the owner of the sign and the owner of the property on which the sign is to be located;~~

~~b. the address, if any, and legal description of the premises on which the sign is to be located;~~

~~c. a drawing to scale, in duplicate, showing the size, height, structural details, and dimensions of the sign and sign structure;~~

~~d. a drawing to scale, in duplicate, showing the position of the sign, and any other existing advertising structures, in relation to the buildings or structures on the premises and to the boundaries of the property;~~

~~e. the signatures of the applicant and the owner of the property; or in the event the owner is not available, written evidence of the owner's permission for the erection of the sign;~~

f. any electrical and/or plumbing permit required for the sign; and

g. for projecting signs, ground or pole signs, exceeding 32 square feet of surface area or 10 feet above grade level or any other sign which the Chief Building Official determines may reasonably be subject to dead load, wind, or other physical stress, engineering drawings showing display area, support structure above and below ground, wind pressure specifications and method of installation, signed and sealed by a registered engineer or architect licensed by the State of Florida in that profession.

(2) The Chief Building Official shall establish a procedure and form for applications for sign permits and for the permits themselves, which are reasonably calculated to avoid unnecessary duplication of administrative procedures. For example, where a sign permit is sought in conjunction with a new building or addition, the Chief Building Official may include necessary information for the sign permit in the application for a building permit, and may include the sign permit as part of the building permit.

E. Schedule of Fees

The schedule of fees for sign permits shall be established, and periodically adjusted by City Commission Resolution.

F. General Provisions

The following provisions shall apply to every sign erected in the City of New Smyrna Beach, including exempt signs:

(1) The name and address of the company or person installing any sign and the name and address of the company or persons maintaining any sign, the date of erection and the voltage of any electrical apparatus shall be painted or printed conspicuously on every sign erected.

(2) Any light from any illuminated sign shall be shaded, shielded or directed so that the light intensity or brightness shall not affect adversely the vision for operation of vehicles in any public or private road, highway, driveway, or parking area. Such light shall not shine directly on or into any residential structure or directly onto approaching traffic.

(3) All signs shall be designed and constructed to withstand a wind pressure as required by the Standard Building Code.

(4) Vegetation shall be kept cut in front of, behind, and beneath, the base of any ground sign for a distance of fifteen (15) feet from any portion of such sign touching the ground, and the area around such sign shall be kept free of any rubbish or other material that might constitute a fire or health hazard.

~~(5) All signs shall be erected, altered, operated, maintained in good repair and working order, and kept free of any foreign matter, and in addition, shall be designed and installed in compliance with the requirements of the building and electrical codes of the City of New Smyrna Beach.~~

~~(6) Copy area of a sign shall be based upon the surface area encompassed within any regular geometric figure which forms the information component of a sign when such sign is viewed from one direction on the adjacent right-of-way. The frame which decorates or structurally supports the copy area shall be included when calculating area. The pole associated with a pole sign shall not be included when calculating copy area. The entire area of a ground sign shall be used in calculating the area of a ground sign.~~ **~~Ord. #29-10~~**

~~(7) A projecting or ground sign with sign surface on both sides of such sign shall be construed as a single sign, and the total area of such sign shall be the area computed on a single sign. The faces of ground signs may be separated, and will be construed as a single sign, provided that the angle of separation does not exceed forty-five degrees.~~
~~Ord. #29-10~~

~~G. Sign Standards~~

~~The following sign standards shall apply in the respective zoning districts as indicated below unless more stringent regulations are included within the Land Development Regulations. No sign shall be permitted except as provided herein:~~

~~(1) Signs on property zoned commercial or industrial except property zoned B-5, COZ and PUD.~~

~~Signs erected upon property zoned for commercial or industrial use and designated as MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, and I-4, zoning districts shall conform to the following:~~

~~a. Maximum Allowable Ground, Pole, or Projecting Sign Copy Area: Unless otherwise specified, a total copy area of four (4) square feet for each lineal foot of building structure frontage shall be allowed. If the building has frontage on more than one street or highway, an additional two (2) square feet of copy area shall be allowed for each additional lineal foot of frontage. The total area of all signs erected shall be within the allowable square footage. Where there is multiple frontage, the amount of copy area attributable to each frontage may be applied only to signs erected in the yard area adjacent to such frontage. In computing the allowable copy area, only the faces of signs visible from any one direction on the adjoining street or highway shall be used. In no event, shall more than a total of one hundred (100) square feet of copy area be~~

~~allowed for each building frontage. The copy area of any directional signs shall not be included for purposes of computing maximum allowable advertising copy area for point of sale signs.~~

~~b. Maximum Allowable Wall Sign Copy Area: The total copy area of any and all wall signs shall not exceed 100 square feet per premises.~~

~~c. Maximum Number of Signs Per Premises: No more than a total of three (3) signs, excluding On-Site Directional Signs, shall be erected or maintained per premises. The signs may be apportioned between any allowable type of sign in the commercial or industrial district so long as the total copy area (excluding on-site directional signs) does not exceed the maximum permissible area provided herein.~~

~~d. Sign Type, Height, and Location: Only the following sign types, heights, and location shall be permitted in the commercial and industrial districts indicated in (1) above.~~

~~1. Ground or Pole Signs. A ground or pole sign shall be permitted only when the premises upon which it is to be placed has a minimum of fifty (50) lineal feet of frontage. No ground or pole sign shall be erected within fifty (50) feet of any other ground or pole sign on the same premises. No such sign shall extend more than thirty (30) feet above ground level.~~

~~2. Marquee signs. A permitted sign may be placed on the vertical faces of a marquee provided that such sign does not project more than 1 foot below the bottom or above the top of the vertical face of the marquee and there is a clearance of at least 8 feet from the walkway grade. A permitted sign may be attached to the bottom of a marquee at a business entrance, provided the sign does not extend beyond the perimeter of the marquee, does not exceed three (3) square feet total copy area and does not extend below an eight (8) foot clearance measured from the sidewalk grade to the bottom edge of the sign. If the Marquee Sign extends over public property, it shall have a minimum clearance of nine (9) feet from the walkway grade to the bottom edge of the sign and shall require approval from the jurisdictional authority that has the maintenance responsibility for the affected public property.~~

~~3. Projecting signs. Projecting signs shall be permitted provided that no part of any such sign projects more than thirty-six (36) inches from the wall of a building. No such~~

~~sign shall physically cover, block, or obstruct any window or part of a window, nor obstruct window light and vision. No projecting sign shall extend above the top of a parapet wall. A projecting sign may project over a public right-of-way only where the required building setback has been met, or there is no such setback required, and then only to a distance of two-thirds of the width of the sidewalk over which the sign hangs or 6 feet if no sidewalk exists. But in no event, shall a sign projecting over a public right-of-way project to within less than two (2) feet of the curb line, nor have a clearance above the sidewalk grade of less than nine (9) feet, or less than fourteen (14) feet above the grade of the road, driveway, or alley.~~

~~4. Wall signs. Wall signs shall be permitted provided that no such sign projects more than one (1) foot from any wall of a building, and provided that no such sign projects above the roof line or parapet, whichever is higher. Wall signs shall not cover, block, or obstruct, any part of a window, including any part of a window within the sign perimeter, or obstruct window light or vision.~~

~~5. Window signs. Window signs shall be permitted. There shall be no limit to the number of such signs provided that the total area of all signs does not exceed thirty-five (35) percent of the total glass area of the window containing the display. Window signs shall conform to Section 801.12 B. of this LDR.~~

~~6. Portable or moveable signs. One (1) portable sign shall be permitted one time for a new business, a business in a new location, or for a shopping center, whose allowable freestanding sign has not yet been erected. Such sign shall be permitted for a period of not more than thirty (30) days or until installation of the allowable freestanding sign, whichever shall occur first.~~

~~Portable temporary signs shall conform to all City codes and criteria, including but not limited to, those cited or set forth below:~~

~~(a) Securely anchored in accordance with the Standard Building Code.~~

~~(b) Electrical system shall be in compliance with the National Electrical Code.~~

~~(c) Maximum size of sign face area (one-side) shall be thirty-two (32) square feet.~~

~~(d) No more than one (1) such sign shall be permitted for each lot or parcel.~~

~~(e) Copy on signs shall be maintained in an intelligible condition.~~

~~(f) No flashing lights of any kind permitted. External illumination confined to sign face area.~~

~~(g) Portable signs shall be used on-site only.~~

~~(h) A new permit must be obtained for each period of use of a portable temporary sign. Application for a permit for a portable temporary sign shall include:~~

~~i. A diagram indicating the manner in which the sign will be anchored to meet the specifications outlined above;~~

~~ii. A plot plan showing that the proposed location is:~~

~~- in accordance with intersection visibility standards outlined in the City of New Smyrna Beach Land Development Regulations;~~

~~- illuminated signs shall be connected to a ground fault interrupter circuit receptacle. The use of extension cords for the power supply to the sign shall be prohibited; and~~

~~- not in a required parking space.~~

~~7. Banner signs. Each premises shall be permitted one banner sign for a period of time not to exceed one month for a grand opening of a business. Also, banner signs shall be permitted on the premises of a public or semi-public body to advertise a special event or function intended for the general public. The location of the sign shall not interfere in any way with the traffic or public safety of the citizens of the City, and the sign shall not violate any other applicable provisions of this LDR. Banner signs shall be temporary signs, and as such, shall not be considered in the computation for the number of signs allowed or the maximum allowable display area for a premises. (Ord. 4-97)~~

8. Bench signs. Bench signs shall be permitted only in accordance with the written authorization of the City Commission. If authorized, bench signs shall be erected only in accordance with all applicable provisions of this LDR. Integral signs erected on benches shall be exempt from the permitting requirements of this LDR in accordance with Section 604.14C.

9. Construction signs. One construction sign shall be allowed for each commercial or industrial project where a building permit has been obtained for the project. Such signs shall be removed within fifteen (15) days after substantial construction operations have ceased, and in no event, later than the date of issuance of a certificate of occupancy. No such sign shall exceed thirty two (32) square feet in area.

10. Development signs. One development sign for each development that fronts on a public right-of-way shall be permitted provided such development has been approved and is undergoing active construction and/or sale. Such signs shall not exceed thirty-two (32) square feet of display area, shall not extend higher than ten (10) feet above ground level, and shall be removed when all units are sold.

11. Subdivision signs. One sign per vehicular entrance to a commercial or industrial subdivision shall be permitted provided that no such sign shall exceed forty (40) square feet of copy area nor extend higher than four (4) feet above ground level.

12. Directory Signs and Nameplates; Professional Office. Professional offices and businesses existing in accordance with local ordinances in any zone may erect directory signs or nameplates containing only the name, address, and nature of business of the occupant(s). For each office building or group of attached offices or businesses, an identification sign (name- plate) not exceeding four (4) square feet shall be permitted for each office, and for office buildings or groupings of offices of two or more offices an additional directory sign for the entire office building or grouping not exceeding thirty (30) square feet of copy area will be permitted.

13. Identification signs. One sign per premises containing the name, address, and services of a public or semi-public body, or the office of such body, shall be permitted. Such signs

~~shall not exceed twenty (20) square feet of display area, and may not extend higher than six (6) feet above the ground.~~

~~14. Directional Signs, Off-Site. For each premises, no more than one off-site directional sign shall be allowed. The off-site directional sign shall be counted as one of the signs allowed on the premises which said off-site directional sign is located. Also, copy area of said off-site directional sign shall be included in the calculation for allowable copy area for the premise which the sign is located.~~

~~15. Directional Signs, On-Site. There shall be no limit to the number of on-site directional signs. However, no on-site directional sign shall exceed 3 square feet of copy area, include any advertising except what is required to adequately guide a person into the correct location and exceed the height of 48 inches above the center-line grade of the adjacent street right-of-way.~~

~~16. Awning Sign. One awning sign shall be allowed for each business. Said sign shall contain the name of the business or type of business and may contain the business logo or address. Awning signs shall be no more than one square foot per lineal foot of business unit frontage and shall not be greater than 50 square feet. Awning signs shall not extend above or below the face of the awning.~~

~~(2) Signs Located in the B-5 Planned Shopping Center District and Building(s) Containing Two (2) or More Units. (Ord. 14-91)~~

~~Signs erected shall conform to the following regulations:~~

~~a. Shopping Centers shall be allowed one free-standing ground or pole sign containing one hundred (100) square feet or less copy area. (Ord. 14-91)~~

~~b. Individual businesses, excluding anchor store and businesses located on an outparcel which are otherwise provided for in the LDR, shall be allowed additional signs as follows: (Ord. 67-94)~~

~~1.a.One (1) wall sign not to exceed four (4) square feet of sign area per one (1) lineal foot of store frontage. No wall sign shall exceed 100 square feet. (Ord. 14-91) (Ord. 67-94)~~

~~b. An individual business in the B-5 zoning district with two (2) or more storefronts shall be allowed up to two (2) wall signs. The area of the allowable wall signage is four (4)~~

~~square feet of sign area per one (1) lineal foot of store frontage up to a maximum sign area of 100 square feet for one (1) sign and 150 square feet for two (2) signs. (Ord. 67-94)~~

~~2. One (1) sign hanging below the marquee not to exceed three (3) square feet of copy area having a clearance of eight (8) feet.~~

~~3. Any number of window signs provided no more than thirty-five (35) percent of the total window area contains window signs.~~

~~c. Individual businesses located on an outparcel shall be allowed any combination of signs as indicated in 604.14G.(1) above. (Ord. 14-91)~~

~~d. Freestanding pole or ground signs shall have a maximum height of thirty (30) feet. (Ord. 14-91)~~

~~e. Individual anchor stores shall be allowed additional signs as follows:~~

~~1. One wall sign not to exceed four (4) square feet of copy area per one (1) lineal foot of store unit frontage but shall not exceed 300 square feet of copy area; (Ord. 14-91)~~

~~2. Two (2) wall signs not to exceed two (2) square foot of copy area per one (1) lineal foot of store unit frontage but shall not exceed 150 square feet of copy area each; (Ord. 14-91)~~

~~3. Two (2) wall signs or signs hanging below the marquee not to exceed three (3) square feet of copy area and having a clearance of eight (8) feet if hanging below the marquee. These signs shall be classified as directional signs, shall contain the establishment name and logo and shall not be calculated as any of the allowable number of signs.~~

~~4. Any number of window signs provided no more than thirty-five (35) percent of the total window area contains signs. These signs shall not be calculated as any of the allowable number of signs.~~

~~(3) Signs Located in Office or Industrial Parks~~

~~Signs erected within office or industrial parks shall conform to the following regulations unless more stringent regulations are included in any other portion of the LDR. The more stringent regulations shall apply.~~

~~a. Office or industrial parks having less than fifty (50) total acres shall be allowed one (1) freestanding ground or pole sign having forty (40) square feet of copy area identifying the park name and business names and addresses within the park.~~

~~b. Office or industrial parks having fifty to one-hundred total acres shall be allowed one (1) freestanding ground or pole sign having sixty (60) square feet of copy area identifying the park name and business names and addresses within the park.~~

~~c. Office or industrial parks having more than one-hundred total acres shall be allowed one (1) free-standing ground or pole sign having eighty (80) square feet of copy area identifying the park name and business names and addresses within the park.~~

~~d. Freestanding ground or pole signs within an office or industrial park which identify the park and businesses within the park shall not exceed six (6) feet in height and shall be located a minimum of five (5) feet from any right-of-way line.~~

~~e. Individual businesses within an office or industrial park shall comply with the sign regulations as indicated in 604.14 G.(1) above.~~

~~(4) Signs Located on Residentially Zoned Property~~

~~a. All subdivided residential developments are allowed to have one subdivision sign per main vehicular access to the subdivision. The subdivision sign shall not exceed four (4) feet in height above the nearest adjacent road grade or sixty (60) square feet in area.~~

~~b. All multi-family residential developments are allowed one ground sign for each street frontage. Said sign shall not exceed a height of four (4) feet above the nearest adjacent road grade or an area of twenty (20) square feet.~~

~~c. All residential developments are allowed one off-site directional sign.~~

~~d. All residential developments are allowed one construction sign which must be removed upon completion of the project.~~

~~e. All residential developments are allowed one development sign not to exceed 32 square feet in area.~~

~~f. Any church or church-related property is allowed to have one freestanding sign not to exceed 32 square feet in copy area and not~~

~~to exceed 6 feet in height. As an alternative, one wall sign not to exceed 32 square feet in copy area may be allowed.~~

~~(5) Signs located within property designated as Corridor Overlay Zone (COZ)~~

~~The sign regulations established in Section 604.14, et seq, shall also apply in any corridor zone, provided however, that sign regulations presented herein shall supersede where they are more stringent.~~

~~a. Standard Requirement~~

~~1. If a site is below grade, sign height is measured from the adjacent road elevation taken at the edge of the pavement nearest the affected property line.~~

~~2. Freestanding signs are permitted only adjacent to the arterial right-of-way frontage line.~~

~~b. Business Uses~~

~~1. Freestanding Sign. One (1) freestanding sign per parcel with arterial right of-way frontage shall be permitted with forty-eight (48) square feet of copy area if under eight (8) feet in height or thirty-two (32) square feet of copy area between eight (8) and fifteen (15) feet high.~~

~~2. Wall Signs. Two (2) square feet of sign area for each building front foot, up to two-hundred (200) square feet.~~

~~3. Height and Setback Requirements for Free-Standing Signs. Minimum sign setback from the arterial right-of-way frontage line and side lot lines shall be five (5) feet.~~

~~c. Shopping Center~~

~~1. Freestanding Signs~~

~~(a) Centers under seventy-five thousand (75,000) square feet. One (1) freestanding sign of sixty-two (62) square feet, or less, containing two (2) sign panels. One sign panel for a major tenant of thirty-two (32) square feet and one sign panel of thirty (30) additional square feet of sign area for individual tenant listings with letter and character sizes not less than six inches (6") in height. [Ord. No. 03-01]~~

~~(b) Centers of seventy-five thousand (75,000) square feet to two-hundred and fifty thousand (250,000) square feet. One (1) freestanding sign of forty eight (48) square feet or less that contains three (3) additional sign panels for three (3) major tenant signs, with fifteen (15) square feet or less for each panel.~~

~~(c) Centers of over two hundred and fifty thousand square feet. One (1) freestanding sign for sixty-four (64) square feet or less that contains four (4) additional sign panels for four (4) major tenant signs, with fifteen (15) square feet or less for each panel. [Revised 2/27/01]~~

~~2. Wall Signs. Wall signage for individual businesses in the shopping center shall be permitted to contain up to two (2) square feet for each building front foot. Front feet shall be measured along the entrance side of individual stores. In the case of corner stores, additional signage may be allowed only when the same or similar facade treatment is used on both front and side. Sign area is not transferable between facades.~~

~~3. Height, Setback, and Spacing Requirements for Freestanding Signs.~~

~~(a) Freestanding signs shall be placed only adjacent to the arterial right-of-way frontage line.~~

~~(b) Minimum sign setback from the arterial right-of-way frontage line shall be five (5) feet.~~

~~(c) Maximum height shall be fifteen (15) feet.~~

~~(d) Freestanding signs shall be setback a minimum of fifty (50) feet from side lot lines.~~

~~(e) Freestanding sign structures on the same ownership parcel shall be a minimum of seven-hundred (700) feet apart.~~

~~d. Office Buildings~~

~~1. Sign Area and Use~~

~~(a) One freestanding sign per parcel located adjacent to the arterial right-of-way frontage line shall be permitted with thirty (30) square feet of copy area;~~

~~(b) One wall directory sign located at the building entrance of up to eight (8) square feet; and~~

~~(c) Wall signs to identify individual offices not to exceed two (2) square feet each.~~

~~2. Height and Setback Requirements for Free-standing Signs.~~

~~(a) Maximum height shall be eight (8) feet.~~

~~(b) Freestanding signs shall be setback a maximum of twenty-five (25) feet from side lot lines.~~

~~(c) Minimum sign setback from the arterial right-of-way frontage line shall be five (5) feet.~~

~~e. Residential Uses~~

~~1. Freestanding Sign. One (1) freestanding sign adjacent to the arterial right-of-way frontage line shall be permitted as follows:~~

~~(a) Sixteen (16) square feet of copy area for multi-family uses where the project contains twelve (12) units or less; nursery schools; and day care centers.~~

~~(b) Thirty-two (32) square feet of copy area for multi-family uses where the project contains thirteen (13) or more units; adult congregate living facilities; nursing homes; public and private schools; churches; and semi-public and public clubs including halls and lodges.~~

~~(c) Wall Signs. One (1) wall sign is permitted in lieu of a freestanding sign of maximum size above. No projecting or roof signs are allowed.~~

~~2. Height and Setback Requirements for Free-standing Signs.~~

~~(a) Maximum height shall be (8) feet.~~

~~(b) Minimum sign setback from the arterial right-of way frontage line and side lot lines shall be ten (10) feet.~~

~~3. Subdivision Signs. Signage shall be provided as set forth in Section 604.14.~~

~~f. Portable Temporary Sign.~~

~~1. One (1) portable sign shall be permitted for a new business, a business in a new location, or for a shopping center, whose allowable freestanding sign has not yet been erected. Such sign shall be permitted for a period of not more than thirty (30) days or until installation of the allowable freestanding sign, whichever shall occur first.~~

~~2. Portable temporary signs shall conform to all City codes and criteria, including but not limited to, those cited or set forth below:~~

~~(a) Securely anchored in accordance with the Standard Building Code.~~

~~(b) Electrical system shall be in compliance with the National Electrical Code.~~

~~(c) Maximum size of sign face (one-side) shall be thirty-two (32) square feet.~~

~~(d) No more than one (1) such sign shall be permitted for each lot or parcel.~~

~~(e) Copy on signs shall be maintained in an intelligible condition.~~

~~(f) No flashing lights of any kind permitted. External illumination confined to sign face area.~~

~~(g) Portable signs shall be used on-site only.~~

~~3. A new permit must be obtained for each period of use of a portable temporary sign. Application for a permit for a portable temporary sign shall include:~~

~~(a) a diagram indicating the manner in which the sign will be anchored to meet the specifications outlined above.~~

~~(b) a plot plan showing that the proposed location is:~~

~~- In accordance with intersection visibility standards outlined in the City of New Smyrna Beach's LDR;~~

~~- Illuminated signs shall be connected to a ground fault interrupter circuit receptacle. The use of extension cords for the power supply to the sign shall be prohibited; and~~

~~- Not in a required parking space.~~

~~g. Political Campaign Signs~~

~~1. Temporary political campaign signs or posters shall be permitted subject to the following restrictions, limitations, and requirements, and any other applicable requirements set forth in this sign regulation.~~

~~2. Setback shall be five (5) feet from public rights-of-way lines.~~

~~3. Setback shall be twenty-five feet from side property lines.~~

~~4. The maximum height shall be ten (10) feet.~~

~~5. The maximum sign size shall be sixteen (16) square feet per sign and thirty-two (32) square feet per premises.~~

~~6. Political campaign signs shall be erected not more than sixty (60) days prior to an election and shall be removed within ten (10) days after the election or after the campaign issue has been decided.~~

~~7. The erection and removal of all political signs shall be the joint responsibility of the owner of property upon which the sign is placed, the owner of such sign, and the candidate for whom such sign was placed. Each such person shall be jointly and severably liable for a violation of the terms and conditions of this sign regulation.~~

~~8. It shall be unlawful for any candidate for an elected office to post any signs, billboards or posters, within the corridor unless such candidate or his campaign manager shall first obtain a permit from the City Clerk and post a good and sufficient surety bond or cash bond in an amount of not less than two-hundred and fifty ($250.00) dollars conditioned upon the removal of such signs, billboards and posters, within ten (10) days after the election in which the candidate is eliminated or elected or the campaign issue is decided.~~

~~Should the candidate fail or refuse to remove said signs, billboards or posters, within fifteen (15) days after such election, the City shall have the authority to remove such signs, billboards or posters, and dispose thereof and charge the cost of such removal and disposition against the bond posted by the candidate. In the event a cash bond is posted, any sums remaining in the hands of the City after the cost of~~

~~such removal has been deducted, shall be remitted to the candidate.~~

~~(6) Signs located within property designed as Planned Unit Development (PUD)~~

~~The sign regulations shall apply as in Section 604.14 of this LDR except that the following shall supercede:~~

~~a. Business Uses~~

~~1. Freestanding Signs~~

~~One freestanding pole or ground sign shall be allowed per parcel with no more than forty-eight (48) square feet of copy area if under eight (8) feet in height or thirty-two (32) square feet of copy area between eight (8) and fifteen (15) feet high. No sign shall be allowed with a height greater than 15 feet.~~

~~Minimum freestanding sign setback from front lot lines shall be five (5) feet and side lot lines shall be twenty five (25) feet.~~

~~2. Wall Signs~~

~~No more than two (2) wall signs are permitted per parcel with a maximum of two (2) square feet of sign area for each foot of building front. Total wall sign area shall not be greater than 200 square feet.~~

~~b. Shopping Centers~~

~~1. Freestanding Signs~~

~~(a) Centers under 75,000 square feet of gross leasable area. One (1) freestanding sign of thirty-two (32) square feet or less that contains two (2) additional sign panels for two (2) major tenant signs, with fifteen (15) square feet or less for each panel.~~

~~(b) Centers of 75,000 square feet to 250,000 square feet of gross leasable area. One (1) freestanding sign of forty-eight (48) square feet or less that contains three (3) additional sign panels for three (3) major tenant signs, with fifteen (15) square feet or less for each panel.~~

~~(c) Centers of over 250,000 square feet gross leasable area. One (1) freestanding sign of sixty-four (64) square feet or less that contains four (4) additional sign panels for four (4) major tenant signs, with fifteen (15) square feet or less for each panel.~~

~~2. Wall Signs~~

~~Wall signage for individual businesses in the shopping center shall be permitted to contain up to two (2) square feet for each building front foot. Front feet shall be measured along the entrance side of individual stores. In the case of corner stores, additional signage may be allowed only when the same or similar facade treatment is used on both front and side. Sign area is not transferable between facades.~~

~~3. Marquee Sign~~

~~Each individual unit within the shopping center is allowed one sign which hangs below the marquee pro-vided the sign does not exceed three (3) square feet and does not extend below an eight (8) foot clearance measured from the sidewalk grade to the bottom edge of the sign.~~

~~c. Office Buildings~~

~~1. Sign Area and Use~~

~~(a) One (1) freestanding sign shall be allowed per parcel with a copy area no greater than thirty (30) square feet looking from one direction;~~

~~(b) One (1) wall directory sign located at the building entrance of up to eight (8) square feet; and~~

~~(c) Wall signs to identify individual offices not to exceed two (2) square feet each.~~

~~2. Height and Setback Requirements for Free-standing Signs:~~

~~(a) Maximum height shall be eight (8) feet.~~

~~(b) Freestanding signs shall be set back a minimum distance of twenty-five (25) feet from side lot lines and five (5) feet from front lot lines.~~

~~d. Residential Uses~~

~~1. Freestanding Sign~~

~~One (1) freestanding ground sign identifying the development may be allowed for each residential development according to the following size regulations:~~

~~(a) Sixteen (16) square feet of copy area for residential developments having twelve (12) dwelling units or less.~~

~~(b) Thirty-two (32) square feet of copy area for residential developments having 13 or more dwelling units.~~

~~2. Freestanding Sign Height and Setback Requirements.~~

~~(a) Freestanding signs shall be setback a minimum of five (5) feet from the front property line and ten (10) feet from the side property line.~~

~~(b) Freestanding signs shall have a maximum height of four (4) feet or less measured from the normal grade level to the highest portion of the sign.~~

~~3. Exception to Freestanding Signs~~

~~One (1) wall sign is permitted in lieu of a freestanding sign and shall conform to the same size requirements as a freestanding sign as indicated above except the maximum height above normal grade is 12 feet.~~

~~e. Portable Temporary Signs~~

~~One (1) portable sign shall be permitted for a new business, a business in a new location, or for a shopping center, whose allowable freestanding sign has not yet been erected. Such sign shall be permitted for a period of not more than thirty (30) days or until installation of the allowable freestanding sign, whichever shall occur first.~~

~~Portable temporary signs shall conform to all City codes and criteria, including but not limited to, those cited or set forth below:~~

~~1. Securely anchored in accordance with the Standard Building Code.~~

~~2. Electrical system shall be in compliance with the National Electrical Code.~~

~~3. Maximum size of sign face area (one-side) shall be thirty-two (32) square feet.~~

~~4. No more than one (1) such sign shall be permitted for each lot or parcel.~~

~~5. Copy on signs shall be maintained in an intelligible condition.~~

~~6. No flashing lights of any kind permitted. External illumination confined to sign face area.~~

~~7. Portable signs shall be used on-site only.~~

~~8. A new permit must be obtained for each period of use of a portable temporary sign. Application for a permit for a portable temporary sign shall include:~~

~~(a) a diagram indicating the manner in which the sign will be anchored to meet the specifications out-lined above;~~

~~(b) a plot plan showing that the proposed location is:~~

~~- in accordance with intersection visibility standards outlined in the City of New Smyrna Beach Land Development Regulations;~~

~~- illuminated signs shall be connected to a ground fault interrupter circuit receptacle. The use of extension cords for the power supply to the sign shall be prohibited; and~~

~~- not in a required parking space.~~

~~f. Signs in the Visibility Triangle~~

~~1. Ground Signs~~

~~Ground signs shall have a maximum height of 3.5 feet to allow for proper visibility.~~

~~2. Pole Signs~~

~~Pole signs shall have a minimum clearance of 8 feet measured from the bottom of the sign to the crown of the nearest, highest, adjacent roadway. In addition, the pole~~

~~shall have a maximum width of 8 inches and the base shall have a maximum height of 3.5 feet.~~

~~(7) Signs Located at Bed and Breakfast Homes~~

~~Point of sale sign, either mounted on the building or on the ground or a pole, not exceeding ten (10) square feet in total sign area, and subject to the conditions that if mounted on the building, the sign may not be located above the roof line; if mounted on the ground or a pole, the sign may not exceed six (6) feet in height at any point, must be constructed of natural materials consistent with the architectural style and historic ambiance of the building; may utilize indirect lighting to illuminate the sign face only; may be double facing if on a ground or a pole sign; one (1) sign per premises only, except double frontage lots may utilize a directional sign on the site.~~

~~(8) Electronic Message Centers~~

~~Electronic message centers shall only be allowed in the B-3 and B-5 zoning districts. Electronic message center signs shall be prohibited east of U.S.1, except for properties with direct frontage on the ease side of U.S.1, regardless of zoning. Additionally, electronic message centers shall conform with the following requirements:~~

~~a. Minimum separation between electronic message center signs is 600', unless approved by the Development Services Director based on visibility needs.~~

~~b. Electronic message center signs must not face property zoned for single-family residential uses.~~

~~c. Electronic message center signs shall be prohibited within historic districts or facing a historic district if the electronic message center sign will be within 200 feet of the historic district.~~

~~d. The maximum light emanation from an electronic message center sign shall be no greater than .3 foot-candles, measured 200 feet from the sign.~~

~~e. Every electronic message center shall be equipped with an automatic dimmer device.~~

~~f. All electronic message centers shall comply with the appropriate City sign and other regulations.~~

~~g. Any malfunctioning electronic message centers must be turned off or display a blank screen until repaired.~~

~~h. All electrical equipment shall be UL listed.~~

~~i. All power to an electronic message center shall be supplied via underground carrier, inside approved conduit, and shall be installed according to the City electrical requirements.~~

~~j. All electronic message centers shall be kept in good operating condition and maintained with good external appearance.~~ **Ord. #~~45-08~~**

~~(9) Real estate signs.~~

~~a. Exempt real estate signs: The following real estate signs conforming to the following criteria shall not require a permit:~~

~~1. Maximum size and number of signs: One sign not exceeding six square feet in area may be erected for each street and/or water frontage adjoining the parcel of property offered for sale, lease, or rent.~~

~~2. A maximum of three "add-on" or "rider" signs shall be permitted for each exempt real estate sign, provided the total area for all "add-on" or "rider" signs does not exceed five square feet and provided that no "add-on" or "rider" sign exceeds the width of the exempt real estate sign.~~

~~3. Minimum setbacks: Ten feet from side property lines and two feet from public right-of-way lines.~~

~~b. Non-exempt real estate signs on property zoned C, RC, FR, R, A-1, A-2, MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, I-4, PUD and COZ, shall require a permit and shall conform to the following:~~

~~1. Maximum size: 32 square feet.~~

~~2. Maximum number of signs: One per each street and/or water frontage for each premises.~~

~~3. Minimum setbacks: Five feet from any adjacent right-of-way, except where the applicant demonstrates that existing vegetation or other obstructions would preclude compliance with the five-foot setback.~~

~~c. Non-exempt real estate signs on property zoned RE, R-1, R-2, R-3, R-4, R-5, R-6, MH-1, and MH-2, shall require a permit and shall conform to the following:~~

1. Maximum size: 16 square feet.

2. Maximum number of signs: One per each street and/or water frontage for each premises.

3. Minimum setbacks: Five feet from all property lines.

d. Visibility requirements. All real estate signs shall be located outside the required visibility areas at the intersections of rights-of-way. All real estate signs shall be located outside the required visibility areas on waterfront parcels with the exception that when the visibility areas on a waterfront parcel overlap due to the width of the parcel, either one exempt real estate sign or one non-exempt real estate sign may be placed at the approximate mid-point of the water frontage. **Ord. #29-10**

H. Non-Conforming Signs

(1) Amortization of Non-Conforming Signs

Any existing sign which is in violation of this LDR, after the effective date of this LDR shall be deemed a non-conforming sign. Such signs may be continued subject to the following requirements:

a. No non-conforming sign shall be altered, moved, or changed in any way except in full compliance with the terms of this LDR. This provision shall not apply to the changing of temporary copy on changeable copy signs or the painting or altering of copy area to restore the original sign appearance. Although repair of sign requires a permit in accordance with the LDR, this non-conforming sign provision shall not apply to repairs necessary to maintain the structural integrity or safety of a sign so long as the cost of such repairs does not exceed twenty-five (25) percent of the cost of materials which would be necessary to construct, an in all other respects, identical conforming sign on the same site, such costs to be determined by the Chief Building Official. **Ord. #42-05, Ord. #45-08**

b. Non-conforming signs shall be removed or made to conform with this LDR within the time periods set out below or upon deterioration to the point specified below:

1. The following types of signs shall be removed or made to conform within sixty (60) days after the effective date of this LDR:

Beacon Light Signs
Flashing Signs
Moving Signs

~~Snipe Signs~~

~~Traveling Light Signs~~

~~Signs, which in any way simulate or appear to simulate, emergency vehicles, traffic control signs, or devices or directional, informational or warning signs erected or maintained by any public body or any railroad, public utility, or similar body.~~

~~Private Signs placed on public property, except as expressly permitted by the appropriate public body.~~

~~Signs containing any statements, words, or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediately surrounding area.~~

~~Signs attached to passenger vehicles (automobile) except signs not exceeding three (3) square feet on the sides of such vehicles operated during the normal course of business, and identifying only the business, its principal products of services, address, and/or phone number.~~

~~Signs which, in any way, obstruct or block any fire escape, window or door, or which are attached to any fire escape or ventilation device.~~

~~Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the city limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, or CM zoning districts; 2) signs complying with the exemption provision of this LDR; and 3) real estate signs complying with the provisions of this LDR.~~

~~**Ord. #29-10**~~

~~2. The following types of signs prohibited by this LDR shall be removed within one (1) year after the effective date of this LDR:~~

~~Billboards~~

~~**Ord. #42-05, Ord. #45-08**~~

~~Off-site signs, unless said sign is an off-site directional sign as defined herein.~~

~~3. Notwithstanding the time periods for amortization of non-conforming signs set out in paragraphs (a) and (b) above, no non-conforming sign of any kind or type shall be allowed to~~

~~remain where the sign has deteriorated to a point that the cost of repairing the sign to a safe, structurally sound condition, exceeds twenty-five (25) percent of the cost of materials which would be necessary to construct, an in all other respects, identical conforming sign on the same site, such costs to be determined by the Chief Building Official.~~

~~4. Notwithstanding any other provision in this LDR, if a sign is more than fifty (50) percent destroyed through an accident, act of God, or intentional act not caused by the person responsible for said sign, then the sign may be reconstructed and rebuilt and utilized for the balance of the amortization period then left.~~

~~(2) Removal of Signs.~~

~~The Chief Building Official shall have the responsibility to enforce the provisions of this LDR.~~

~~a. If any property owner fails to comply with this LDR by failing to remove an unlawful sign, a sign for which the amortization period applicable to the sign has lapsed or a sign which has deteriorated beyond the point set forth in 1.(4) above, the Enforcement Official shall send a notice of violation by certified mail, return receipt requested, to the owner of the property at the address shown on the latest consolidated county tax rolls. If the notice is returned unclaimed or otherwise undelivered, a true copy of such notice shall be posted on the property involved for ten (10) consecutive days. The notice shall contain the name and address of the owner as shown on the tax rolls, the legal description of the property, the time in which the owner shall abate the nuisance, not less than thirty (30) days, and have attached a photocopy of the relevant provisions of this LDR.~~

~~b. Any owner aggrieved by any action taken by the City under this LDR may appeal such action to the City Commission.~~

~~c. If no action has been taken regarding a notice of violation by the owner of the property involved within sixty (60) days after service of the notice, or the last day of posting on the property, and no appeal has been taken, the Enforcement Official shall request approval of the LDR Enforcement Board to remove the sign and after obtaining such approval shall cause the sign to be removed. The reasonable cost of such removal is hereby assessed against the property involved and declared to be a lien on such land in accordance with state law. Such liens may be foreclosed by the City as provided by law.~~

~~I. Signs Visible from Interstate or Federal Aid Primary Highway System; Harmony of Regulations.~~

~~(1) The removal provisions of this LDR shall not apply in the case of outdoor advertisements or advertising structures visible from roads or highway systems to the extent that such removal is preempted by the State. This shall not affect the duty of sign owners to remove signs under this LDR nor shall it affect the authority and responsibility of the City to enforce this LDR through other appropriate means, including referral for criminal prosecution.~~

~~(2) This LDR shall be construed to be in harmony with Florida Statutes, Chapter 479 and 23 USC, S131, and any succeeding versions of those statutes. In cases where local authority is preempted by the State, or where a question arises regarding such preemption, it shall be the responsibility of the Chief Building Official to coordinate with the State to insure that State regulation and enforcement is pursued to the fullest extent.~~

~~J. Variances~~

~~Variances to the strict requirements of this LDR may be granted by the Planning and Zoning Board only where a literal enforcement of the provisions of this LDR would result in substantial practical difficulty or unnecessary hardship or difficulty which might be suffered by the owners of that property. Variances shall be granted only in accordance with the procedures and criteria set out in the City Land Development Regulations.~~

~~**Ord. #59-10**~~

~~K. Penalties~~

~~Any person, organization, or corporation, violating the provisions of this LDR shall, upon conviction, be subject to the penalties provided for in Section 1-8 of the Code of Ordinances of the City of New Smyrna Beach, Florida.~~

***

604.14 Signs

A. Purposes, Intent, and Scope

The purpose of these sign regulations is to protect, preserve, and improve the character and appearance of the City of New Smyrna Beach; to provide ample opportunity to advertise in commercial and industrial areas while preventing excessive advertising which would have a detrimental effect on the character and appearance of those areas; and to limit signs in non-commercial and non-industrial areas to essential signs, primarily for the purpose of identification and information, in order to protect the

residential character and appearance of those areas. These regulations shall be the minimum requirements necessary to accomplish these purposes, and therefore, to protect the public health, safety, and general welfare.

It is intended that signs placed on land or on a building for the purpose of identification, or for advertising use conducted on that land, or in that building, shall be deemed to be accessory and incidental to the land, building, or use.

With respect to signs advertising business uses, it is specifically intended, among other things, to avoid excessive competition and clutter among sign display in the demand for public attention. Therefore, the display of signs should be appropriate to the land, building or use to which they are appurtenant and be adequate, but not excessive, for the intended purpose of identification or advertisement.

Signs commonly referred to as billboards, outdoor advertising or poster panels, which advertise products or businesses not connected with the site on which they are located, are prohibited in accordance with the predominantly residential atmosphere of the community, such signs being most appropriate on open highways and roads where they do not detract from community character.

It is also intended that all temporary signs erected for directional purposes, public information, or to direct attention to special events, shall be confined to those that are of a general public interest, and that such signs shall be limited to the giving of information.

B. Prohibited Signs

The following signs are prohibited in the City of New Smyrna Beach:

Beacon Light Signs
Billboards
Flashing Signs except Time and Temperature Signs **Ord. #42-05, Ord. #45-08**
Moving Signs **Ord. #42-05, Ord. #45-08**
Off-Site Signs except those off-site signs which for limited specific purposes are expressly permitted by the terms of this LDR, including but not limited to, banner signs, bench signs, bus signs, political signs, real estate signs, and excluding off-site directional signs.
Pole Signs

Roof Signs
Snipe Signs
Trailer/Mobile Sign
Traveling Light Signs

Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs, or devices, or directional, informational or warning signs, erected or maintained by any public body, or any railroad, public utility, or similar body.

Private signs placed on public property, except as expressly permitted by the appropriate public body.

Signs containing any statements, words or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediate surrounding area.

Signs attached to passenger vehicles exceeding three (3) square feet.

Signs which in any way obstruct, cover, or block, any fire escape, window, or door, or which are attached to any fire escape or ventilation device.

Signs which include pennants, ribbons, streamers, spinners, or wind-operated devices, except as provided herein. Flags of the United States, the State of Florida or the City of New Smyrna Beach are exempt from this prohibition.

Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the City limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, or CM zoning districts, 2) signs complying with the exemption provision of this LDR; and 3) real estate signs complying with the provisions of this LDR. **Ord. #29-10**

Commercial signs that are carried, waved, or otherwise displayed by persons (“sign walkers”, “sign spinners”, or “commercial mascots”) either on public rights-of-way or in a manner visible from public rights-of-way. This provision is directed toward such displays intended to draw attention for a commercial purpose, and is not intended to limit the display of placards, banners, flags, or other signage by persons participating in demonstrations, political rallies, or otherwise exercising their valid First Amendment rights.Signs

containing a portion of a message where some other portion is contained on another sign, thereby creating a series of advertising messages along a street or highway.

Signs located in the visibility triangle of any corner lot, except as provided herein. The visiblity triangle shall be drawn using the street right-of-way lines and a line connecting them at points twenty-five (25) feet from the intersection formed by such right-of-way lines, or signs which otherwise obstruct the view in any direction at a street intersection.

C. Exemptions

The following signs shall be exempt from the permitting requirements of this LDR:

Automobile Dealerships Informational/Directional Service sign provided the dealership contains over 40,000 square feet of lot area, the sign only reads "service", has no advertising or logo, and has a copy area of 75 square feet or less.

Bench Signs approved by the City Commission.

Construction Signs for one or two unit residential construction projects provided that only one such sign not exceeding five and one-half (5-1/2) square feet for each such project may be erected.

Integral Signs, provided the individual letters or numerals of such sign do not exceed two (2) inches in height, and provided the sign itself does not exceed three 3) square feet of display area.

Legal Notices.

Neon light or other type of light sign hung inside the window of an establishment and intended to be seen from the outside provided: (1) no more than five (5) are exempt; (2) the sign advertises a product sold at the establishment; and (3) the energy sources is by plug into an existing wall outlet.

No trespassing, warning, or similar signs of not more than two (2) square feet where such signs are reasonably necessary to notify the public of the matters contained in the signs.

One sign not exceeding three (3) square feet in area per premises, bearing only property numbers, post office numbers, and names of occupants of such premises, for identification purposes only.

Political Signs not exceeding six (6) square feet in area.

Real Estate signs provided that only one such sign not exceeding five and one-half (5-1/2) square feet in area may be erected for each street frontage adjoining the parcel of property offered for sale, lease, or rent, and provided further that no such signs shall be erected on the subject property adjacent to the Atlantic Ocean beach. "Add-on" signs (warranty, multiple listing, sold, by appointment, etc.) not exceeding one square foot may be attached to permissible real estate signs. Real estate signs shall be located a minimum of fifteen (15) feet from side property lines and a minimum of two (2) feet from the public right-of-way lines. Real estate signs shall be located outside the required visibility areas on waterfront parcels with the exception that when the visibility areas on a waterfront parcel overlap due to the width of the parcel, either one exempt real estate sign or one non-exempt real estate sign may be placed at the approximate mid-point of the water frontage. **Ord. #29-10**

Signs attached to passenger vehicles that do not exceed three (3) square feet in copy area .

Signs erected by any public body.

Signs located on soda, candy, or food dispensing machines.

Signs required by any professional licensing body of the State of Florida provided that such signs do not exceed the state minimum requirements imposed by such body in any respect.

Window Signs, provided that the total area of all signs does not exceed thirty-five percent (35%) of the total glass area of the window containing the display.

D. Permits

No person shall erect, alter, repair, or relocate any non-exempt sign without first obtaining a permit for such work from the Building Official of the City of New Smyrna Beach. No permit shall be issued until the Planning Manager and Chief Building Official, or designees, have determined that such work is in accordance with this LDR and all other ordinances of the City of New Smyrna Beach and a certificate of zoning has been issued.

(1) Application for a permanent sign permit shall be on forms provided for that purpose by the Chief Building Official, and shall contain the following information:

a. the name, address, and telephone number of the applicant, the owner of the sign and the owner of the property on which the sign is to be located;

b. the address, if any, and legal description of the premises on which the sign is to be located;

c. a drawing to scale, in duplicate, showing the size, height, structural details, and dimensions of the sign and sign structure;

d. a drawing to scale, in duplicate, showing the position of the sign, and any other existing advertising structures, in relation to the buildings or structures on the premises and to the boundaries of the property;

e. the signatures of the applicant and the owner of the property; or in the event the owner is not available, written evidence of the owner's permission for the erection of the sign;

f. any electrical and/or plumbing permit required for the sign; and

g. for projecting signs or ground signs, exceeding 32 square feet of surface area or 10 feet above grade level or any other sign which the Chief Building Official determines may reasonably be subject to dead load, wind, or other physical stress, engineering drawings showing display area, support structure above and below ground, wind pressure specifications and method of installation, signed and sealed by a registered engineer or architect licensed by the State of Florida in that profession.

h. Signs in the Visibility Triangle shall have a maximum height of 3.0 feet to allow for proper visibility.

E. Schedule of Fees

The schedule of fees for sign permits shall be established, and periodically adjusted by City Commission Resolution.

F. General Provisions

The following provisions shall apply to every sign erected in the City of New Smyrna Beach, including exempt signs:

(1) The name and address of the company or person installing any sign and the name and address of the company or persons maintaining any sign, the date of erection and the voltage of any electrical apparatus shall be painted or printed conspicuously on every sign erected.

(2) Any light from any illuminated sign shall be shaded, shielded or directed so that the light intensity or brightness shall not affect adversely the vision for operation of vehicles in any public or private road, highway, driveway, or parking area. Such light shall not shine directly on or into any residential structure or directly onto approaching traffic. Such light shall not be visible from the public beach during sea turtle season (May 1-November 1 annually) per Volusia County Code of Ordinances, Chapter 72, Division 12 Sea Turtle Protection.

(3) All signs shall be designed and constructed to withstand a wind pressure as required by the Florida Building Code.

(4) The area around the base of any ground sign shall be kept free of any rubbish or other material that might constitute a fire or health hazard. Appropriate landscaping, monument architectural detailing and/or pole skirts around the base of signs is required.

(5) Square footage of copy area determined by lineal feet of frontage shall be determined by measuring along the entrance side of individual stores; in the case of corner stores, additional signage may be allowed only when the same of similar façade treatment is used on both front and side; sign area is not transferable between facades.

(6) Copy area of a sign shall be based upon the surface area encompassed within any regular geometric figure which forms the information component of a sign when such sign is viewed from one direction on the adjacent right-of-way. The frame which decorates or structurally supports the copy area shall be included when calculating area. The pole associated with a pole sign shall not be included when calculating copy area. The entire area of a ground sign shall be used in calculating the area of a ground sign. **Ord. #29-10**

(7) A projecting or ground sign with sign surface on both sides of such sign shall be construed as a single sign, and the total area of such sign shall be the area computed on a single sign. The faces of ground signs may be separated, and will be construed as a single sign, provided that the angle of separation does not exceed forty-five degrees. **Ord. #29-10**

(8) Unless specifically specified otherwise, no more than a total of three (3) signs shall be erected or maintained per premises. The signs may be apportioned between any allowable type of sign in the district so long as the total copy area (excluding on-site directional signs) does not exceed the maximum permissible area provided herein.

(9) All signs shall be erected, altered, operated, maintained in good repair and working order, and kept free of any foreign matter, and in addition, shall be designed and installed in compliance with the requirements of the building and electrical codes of the City of New Smyrna Beach.

(10) Vintage signs that do not comply with sign regulations as outlined in this section, may be removed and replaced, provided approval is attained from the Historic New Smyrna Beach Preservation Commission.

(11) All signs shall be set back a minimum of 5 feet from the front property line, unless specifically noted otherwise below.

G. Sign Standards

The following sign standards shall apply in the respective zoning districts as indicated below unless more stringent regulations are included within the Land Development Regulations. No sign shall be permitted except as provided herein:

(1) Signs erected upon property zoned for commercial or industrial use and designated as MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, and I-4, and Corridor Overlay Zone (COZ) zoning districts shall conform to the following:

a. Ground Signs.

i. Maximum copy area: Four (4) square feet for each lineal foot of building structure frontage, not to exceed 48 square feet.

ii. If the building has frontage on more than one right-of-way, an additional two (2) square feet of copy area shall be allowed for each additional lineal foot of frontage. Maximum copy area not to exceed 24 square feet.

iii. No ground sign shall be erected within fifty (50) feet of any other ground sign on the same premises. No such sign shall extend more than ten (10) feet above ground level. Existing pole signs are considered non-conforming and are to be amortized in accordance with subsection H below.

b. Wall Signs.

i. Maximum copy area: 100 square feet per premises.

ii. Wall signs shall not project more than one (1) foot from any wall of a building, and no such sign shall project above the roof line or parapet, whichever is higher.

iii. Wall signs shall not cover, block, or obstruct, any part of a window, including any part of a window within the sign perimeter, or obstruct window light or vision.

c. Marquee signs.

i. Shall not project more than 1 foot below the bottom or above the top of the vertical face of the marquee

ii. At least 8 feet of clearance from the walkway grade to the bottom of the sign must be maintained.

iii. May be attached underneath a marquee at a business entrance, provided the sign:

1. does not extend beyond the perimeter of the marquee,
2. does not exceed three (3) square feet total copy area and
3. does not extend below an eight (8) foot clearance measured from the sidewalk grade to the bottom edge of the sign.

iv. If the Marquee Sign extends over public property, it shall have a minimum clearance of nine (9) feet from the walkway grade to the bottom edge of the sign and shall require approval from the jurisdictional authority that has the maintenance responsibility for the affected public property.

d. Projecting signs.

i. No part of any such sign shall project more than thirty-six (36) inches from the wall of a building.

ii. No such sign shall physically cover, block, or obstruct any window or part of a window, nor obstruct window light and vision.

iii. No projecting sign shall extend above the top of a parapet wall.

iv. A projecting sign may project over a public right-of-way a distance of two-thirds of the width of the sidewalk over which the sign hangs, or 6 feet if no sidewalk exists.

v. In no event, shall a sign projecting over a public right-of-way project to within less than two (2) feet of the curb line.

vi. Signs shall have a clearance above the sidewalk grade of at least nine (9) feet, or at least fourteen (14) feet above the grade of the road, driveway, or alley.

e. Portable or moveable signs. One (1) portable sign shall be permitted one time for a new business, a business in a new location, or for a shopping center, whose allowable freestanding sign has not yet been erected. Such sign shall be permitted for a period of not more than thirty (30) days or until installation of the allowable freestanding sign, whichever shall occur first. Portable temporary signs shall conform to all City codes and criteria, including but not limited to:

i. Maximum copy area: Thirty-two (32) square feet.

ii. No more than one (1) such sign shall be permitted for each lot or parcel.

iii. Copy on signs shall be maintained in a legible condition.

iv. No flashing lights of any kind permitted. External illumination confined to sign face area.

v. Portable signs shall be used on-site only.

vi. A new permit must be obtained for each period of use of a portable temporary sign. Application for a permit for a portable temporary sign shall include:

(a) A diagram indicating the manner in which the sign will be anchored to meet the specifications outlined above;

(b) Plot plan showing that the proposed location is:

1. in accordance with intersection visibility standards outlined in this code;
2. illuminated signs shall be connected to a ground fault interrupter circuit receptacle. The use of extension cords for the power supply to the sign shall be prohibited; and
3. not in a required parking space.

f. Banner signs/temporary exterior wall signs. Each premises shall be permitted one banner sign under the following conditions:

i. In conjunction with a grand opening for a new use in a nonresidential zoning district, for a period of time not to exceed 30 consecutive days and utilized within the first three months of business for the use.

ii. Maximum copy area: 32 square feet;

iii. The location of the sign shall not interfere in any way with the traffic or public safety of the citizens of the City, and the sign shall not violate any other applicable provisions of this LDR. Banner signs shall not be considered in the computation for the number of signs allowed or the maximum allowable display area for a premises. (Ord. 4-97)

iv. Banner signs erected to advertise a special event or function intended for the general public must attain approval through the Special Events Committee as outlined in below

g. Construction signs.

i. One construction sign shall be allowed for each commercial or industrial project where a building permit has been obtained for the project.

ii. Such signs shall be removed within fifteen (15) days after substantial construction operations have ceased, and in no event, later than the date of issuance of a certificate of occupancy.

iii. Maximum copy area: 32 square feet.

h. Development signs.

i. One development sign for each street frontage, provided such development has been approved and is undergoing active construction and/or sale.

ii. Maximum copy area: 32 square feet.
iii. Maximum height: 10 feet above
iv. All signs shall be removed when all units are sold.

i. Non-residential subdivision signs.
i. One sign per vehicular entrance
ii. Maximum copy area: 40 square feet
iii. Maximum height: 4 feet above grade

j. Directory Signs and Nameplates.
i. Directory signs or nameplates shall contain only the name, address, and nature of business of the occupant(s).
ii. Maximum copy area:
(a) Identification sign (nameplate): 4 square feet for each office
(b) Office buildings or groupings of offices of two or more offices: One additional directory sign for the entire office building or grouping not exceeding 30 square feet of copy area.

k. Directional Signs, Off-Site.
i. One off-site directional sign shall be allowed per premises.
ii. The off-site directional sign shall be counted as one of the signs allowed on the premises on which said off-site directional sign is located.
iii. Copy area of the off-site directional sign shall be included in the calculation for allowable copy area for the premise on which the sign is located.

l. Directional Signs, On-Site.
i. There shall be no limit to the number of on-site directional signs.
ii. Maximum copy area: 3 square feet.
iii. Maximum height: 48 inches above the center-line grade of the adjacent street right-of-way.

m. Awning Sign.
i. One awning sign shall be allowed for each business.
ii. Maximum copy area: One square foot per lineal foot of business unit frontage, not to exceed 50 square feet.

(2) Signs Located in the B-5 Planned Shopping Center District and Building(s) Containing Two (2) or More Units. (Ord. 14-91)
a. Freestanding ground signs:
i. Maximum height: 15 feet;
ii. Maximum copy area:
a) Shopping centers under 75,000 square feet: 62 square feet

i. The sign may consist of the following:
- One sign panel for a major tenant; maximum 32 square feet; and
- One sign panel for individual tenant listings with letter and character sizes not less than six inches (6") in height; maximum 30 square feet.

b) Shopping centers of 75,000 square feet to 250,000 square feet:

i. The sign may consist of the following:
- Plaza identification panel; maximum 48 square feet;
- One sign panel for a major tenant; maximum 48 square feet; and
- One sign panel listing up to three major tenants; maximum 15 square feet for each tenant listing;

c) Shopping centers over 250,000 square feet:

i. The sign may consist of the following:
- Plaza identification sign; maximum 64 square feet;
- One sign panel for a major tenant; maximum 48 square feet; and
- One sign panel listing up to three major tenants; maximum 15 square feet for each tenant listing.

iii. Shall be placed only adjacent to the arterial right-of-way frontage line;

iv. Minimum setbacks:

a. 5 feet from the arterial right-of-way line;

b. 50 feet from side lot lines.

b. Individual anchor stores shall be allowed additional signs as follows:

i. Wall signs:

1. Maximum number: 2
2. Maximum copy area: 2 square feet of copy area per one (1) lineal foot of store unit frontage, not to exceed 200 square feet;

ii. Two signs hanging below the marquee, not to exceed 3 square feet of copy area and having a clearance of eight (8) feet if hanging below the marquee. These signs shall be classified as directional signs, shall contain the establishment name and logo and shall not be calculated as any of the allowable number of signs.

c. Individual tenants in a shopping center or multi-tenant building, excluding anchor stores and businesses located on an outparcel, shall be allowed additional signs as follows: (Ord. 67-94)

i. One wall sign not to exceed four (4) square feet of sign area per one (1) lineal foot of store frontage, not to exceed 100 square feet.

ii. One (1) sign hanging below the marquee not to exceed three (3) square feet of copy area and having a clearance of eight (8) feet.

d. Individual businesses located on an outparcel shall be allowed any combination of signs as indicated in 604.14G.(1) above. (Ord. 14-91)

(3) Signs Located in Office or Industrial Parks

Office and/or industrial parks shall be allowed one freestanding sign as detailed below:

i. Office or industrial parks having less than 50 acres:
   a. Maximum copy area: 40 square feet
   b. Maximum height: 8 feet

ii. Office or industrial parks having 50 to 100 acres:
   a. Maximum copy area: 60 square feet
   b. Maximum height: 10 feet

iii. Office or industrial parks having more than 100 acres:
   a. Maximum copy area: 80 square feet
   b. Maximum height: 10 feet identifying the park name and business names and addresses within the park.

iv. Signs shall only identify the park name and business names and addresses within the park.

v. Individual businesses within an office or industrial park shall comply with the sign regulations as indicated in 604.14 G.(1) above.

(4) Signs Located on Residentially Zoned Property

a. Subdivisions:
   i. One subdivision sign per main vehicular access to the subdivision;
   ii. Maximum copy area: 60 square feet
   iii. Maximum height: Four (4) feet above the nearest adjacent road grade

b. Multi-family residential developments:

Ground signs:
   i. One ground sign for each street frontage
   ii. Maximum copy area: 32 square feet
   iii. Maximum height: 8 feet above the nearest adjacent road grade.

Wall signs:
   i. One wall sign consisting of individual channel letters shall be permitted on one of the buildings located within a multi-family development.
   ii. Maximum copy area: one (1) square foot per each foot of building height, or one square foot per each unit, whichever is less. Maximum sign area not to exceed 100 square feet.

iii. Maximum height of the channel letters is two (2) feet.

c. d. All residential developments are allowed one off-site directional sign.

e. All residential developments are allowed one construction sign not to exceed 32 square feet, which must be removed upon completion of the project.

f. All residential developments are allowed one development sign not to exceed 32 square feet in area.

(5) Houses of Worship.

a. Any house of worship or related property is allowed the following signage:

i. One freestanding sign

1. Maximum copy area: 32 square feet

2. Maximum height: 6 feet above grade

ii. One wall sign

1. Maximum copy area: 32 square feet

(6) Political Campaign Signs

Temporary political campaign signs or posters, exceeding six (6) square feet in area, shall be permitted subject to the following restrictions, and any other applicable requirements set forth in this sign regulation.

a. Minimum setbacks:

i. Front property line(s): 5 feet

ii. Side property lines: 25 feet

b. Maximum height10 feet.

c. Maximum copy area: 32 square feet

d. Maximum number of signs per parcel: One

e. Political campaign signs shall not be erected not more than sixty (60) days prior to an election and shall be removed within ten (10) days after the election or after the campaign issue has been decided.

f. The erection and removal of all political signs shall be the joint responsibility of the owner of property upon which the sign is placed, the owner of such sign, and the candidate for whom such sign was placed. Each such person shall be jointly and severably liable for a violation of the terms and conditions of this sign regulation.

g. All persons seeking to install non-exempt political signs must comply with the following:

i. Obtain a permit from the City Clerk

ii. Post a surety bond or cash bond in the amount of $250.00 dollars conditioned upon the removal of such signs, billboards and posters, within ten (10) days after the election in which the candidate is eliminated or elected or the campaign issue is decided.

iii. Should the candidate fail or refuse to remove said signs, billboards or posters, within fifteen (15) days after such election, the City shall have the authority to remove such signs, billboards or posters, and dispose thereof and charge the cost of such removal and disposition against the bond posted by the candidate.

iv. In the event a cash bond is posted, any sums remaining in the hands of the City after the cost of such removal has been deducted, shall be remitted to the candidate.

(7) Signs Located at Bed and Breakfast Homes, Adult Living Facilities, Nursing Homes, Public and Private Schools, and Semi-Public Clubs Located Within Residentially-Zoned Areas.

a. Ground signs:
   i. Maximum copy area: 32 square feet
   ii. Maximum height: 8 feet
   iii. Materials and illumination:
   iv. Must utilize indirect lighting to illuminate the sign face only;

(8) Electronic Message Centers

Electronic message centers shall only be allowed in the B-3 and B-5 zoning districts. Electronic message center signs shall be prohibited east of U.S.1, except for properties with direct frontage on the ease side of U.S.1, regardless of zoning. Additionally, electronic message centers shall conform with the following requirements:

a. Minimum separation between electronic message center signs is 600', unless approved by the Development Services Director based on visibility needs.
b. Electronic message center signs must not face property zoned for single-family residential uses.
c. Electronic message center signs shall be prohibited within historic districts or facing a historic district if the electronic message center sign will be within 200 feet of the historic district.
d. The maximum light emanation from an electronic message center sign shall be no greater than .3 foot-candles, measured 200 feet from the sign.
e. Every electronic message center shall be equipped with an automatic dimmer device.
f. All electronic message centers shall comply with the appropriate City sign and other regulations.
g. Any malfunctioning electronic message centers must be turned off or display a blank screen until repaired.
h. All electrical equipment shall be UL listed.
i. All power to an electronic message center shall be supplied via underground carrier, inside approved conduit, and shall be installed according to the City electrical requirements.

j. All electronic message centers shall be kept in good operating condition and maintained with good external appearance. Ord. #45-08

(9) Real estate signs.

a. Exempt real estate signs: The following real estate signs conforming to the following criteria shall not require a permit:

i. Maximum size and number of signs: One sign not exceeding six square feet in area may be erected for each street and/or water frontage adjoining the parcel of property offered for sale, lease, or rent.

ii. A maximum of three “add-on” or “rider” signs shall be permitted for each exempt real estate sign, provided the total area for all “add-on” or “rider” signs does not exceed five square feet and provided that no “add-on” or “rider” sign exceeds the width of the exempt real estate sign.

iii. Minimum setbacks: Ten feet from side property lines and two feet from public right-of-way lines.

b. Non-exempt real estate signs on property zoned C, RC, FR, R, A-1, A-2, MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, I-4, PUD and COZ, shall require a permit and shall conform to the following:

i. Maximum size: 32 square feet.

ii. Maximum number of signs: One per each street and/or water frontage for each premises.

iii. Minimum setbacks: Five feet from any adjacent right-of-way, except where the applicant demonstrates that existing vegetation or other obstructions would preclude compliance with the five-foot setback.

c. Non-exempt real estate signs on property zoned RE, R-1, R-2, R-3, R-4, R-5, R-6, MH-1, and MH-2, shall require a permit and shall conform to the following:

i. Maximum size: 16 square feet.

ii. Maximum number of signs: One per each street and/or water frontage for each premises.

iii. Minimum setbacks: Five feet from all property lines.

d. Visibility requirements. All real estate signs shall be located outside the required visibility areas at the intersections of rights-of-way. All real estate signs shall be located outside the required visibility areas on waterfront parcels with the

exception that when the visibility areas on a waterfront parcel overlap due to the width of the parcel, either one exempt real estate sign or one non-exempt real estate sign may be placed at the approximate mid-point of the water frontage. **Ord. #29-10**

(10) Special Event Signs.

For the purpose of this section, "special event" means any public or private nonprofit event of limited duration in which the general public is invited to participate, and other event of limited duration that is otherwise unrelated to the primary use of the property. The following regulations apply to special event signage:

a. Prohibited signs. It shall be unlawful to erect, cause to be erected, maintain or cause to be maintained any sign described in Section 604.14B of the Land Development Regulations unless or except as follows:

i. Maximum number of off-site signs: 3

ii. No sign prohibited in section (a) of this section shall be authorized under this section as a special event sign.

iii. No special event sign shall be placed so as to obscure visibility of any permanent freestanding sign, unless such placement has been approved in writing and filed with the City Clerk by the property owner whose freestanding sign is obscured.

iv. No special event sign shall be placed on lots or parcels of any privately owned, undeveloped property without written authorization of the property owner. Such authorization shall be filed with the city clerk prior to posting any sign on the undeveloped property.

v. The erection and removal of all special event signs shall be the responsibility of the person sponsoring the special event, except for political campaign signs which shall be the responsibility of the candidate for whom the sign was placed and as described in section 604.14G(6), above.

vi. Special event signs shall be erected not more than 14 days prior to a major special event and not more than 48 hours prior to a minor special event. All special event signs shall be removed within 48 hours after the special event (major or minor) for which the sign was authorized.

vii. Bond requirements:

- A surety bond or cash bond in an amount of $250.00 shall be posted a minimum of 48 hours prior to installation of the signs
- The bond shall be to ensure the removal of such signs, billboards and posters within 48 hours of the special event (major or minor) for which the signs were posted.

- Should the person who posted the bond for such signs fail or refuse to remove said signs, billboards or posters within the specified time frames after the special event, the city shall have the authority to remove such signs, billboards and posters and dispose thereof and charge the cost of such removal and disposition against the bond posted.
- In the event a cash bond is posted, any funds remaining in the hands of the city after the cost of such removal has been deducted shall be remitted to the person who posted the bond.

(11) Flags.

a. Maximum number: Two (2) flags per premises.

a. Flags shall be mounted on a single flag pole or separate flag poles installed either on the building or adjacent to the building to.

b. No single flag shall exceed forty (40) square feet in area, and the aggregate size of all flags shall not exceed seventy-two (72) square feet.

c. For the purpose of determining the size of a flag, only one side of the flag shall be counted as display surface.

(12) Home Occupational Signage.

Businesses with an approved and current business tax receipt for a home occupation as outlined in section 801.06 of this LDR may request a permit to install one (1) sign not to exceed four (4) square feet in copy area and not to exceed 5 ½ feet in height.

(13) Sandwich Boards.

Sandwich board sign are permitted within the Mixed Use Mixed Use Zoning Districts only. Sandwich board signs must comply with the following regulations:

a. One (1) sandwich board sign may only be located in front of each non-residential property or tenant space .

b. Sandwich board signs may be placed on a public sidewalk no closer than one (1) foot inside the curb, and must maintain a minimum of 36-inches of clear sidewalk space.

c. Maximum sign size: Forty-two (42) inches in height and thirty-six (36) inches in width.

d. The sign shall only be placed on the sidewalk during business hours.

e. The sign shall be located in front of the specific business advertised on the sign, and not at another location. If the business is a corner property, the sign may only be placed in one location.

(H) Non-Conforming Signs

(1) Amortization of Non-Conforming Signs: Any existing sign which is in violation of this LDR, after the effective date of this LDR shall be deemed

a non-conforming sign. Such signs may be continued subject to the following requirements:

a. No non-conforming sign shall be altered, moved, or changed in any way except in full compliance with the terms of this LDR. This provision shall not apply to the changing of temporary copy on changeable copy signs or the painting or altering of copy area to restore the original sign appearance. Ord. # 42-05, Ord. #45-08.

b. This non-conforming sign provision shall not apply to repairs necessary to maintain the structural integrity or safety of a sign, provided the cost of such repairs does not exceed twenty-five (25) percent of the cost of materials which would be necessary to construct, in all other respects, an identical conforming sign on the same site. Such costs shall be determined by the Chief Building Official.

c. Pole signs shall be amortized within ten (10) years of the effective date of this ordinance. No new pole signs shall be permitted after the effective date of this ordinance. Face change-outs for pole signs shall be permitted, provided the replacement complies with subsection d below and provided the pole sign is replaced with a conforming sign by the end of the amortization time.

d. Notwithstanding the time periods for amortization of non-conforming signs set out above, no non-conforming sign of any kind or type shall be allowed to remain when the sign has deteriorated to a point that the cost of repairing the sign to a safe, structurally sound condition, exceeds twenty-five (25) percent of the cost of materials which would be necessary to construct, in all other respects, an identical conforming sign on the same site. Such costs shall be determined by the Chief Building Official.

e. Notwithstanding any other provision in this LDR, if a sign is destroyed through an accident, act of God, or intentional act not caused by the person responsible for said sign, by more than 50% of its replacement value, then the sign may be reconstructed and rebuilt and utilized for the balance of the amortization period then left.

(2) Non-conforming signs shall be removed or made to conform with this LDR within the time periods set out below or upon deterioration to the point specified below:

a. The following types of signs shall be removed or made to conform within sixty (60) days after the effective date of this LDR:

Beacon Light Signs
Flashing Signs
Moving Signs
Snipe Signs
Trailer/Mobile Signs
Traveling Light Signs

Signs, which in any way simulate or appear to simulate, emergency vehicles, traffic control signs, or devices or directional, informational or warning signs erected or maintained by any public body or any railroad, public utility, or similar body.

Private Signs placed on public property, except as expressly permitted by the appropriate public body.

Signs containing any statements, words, or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediately surrounding area.

Signs attached to passenger vehicles exceeding three (3) square feet.

Signs which, in any way, obstruct or block any fire escape, window or door, or which are attached to any fire escape or ventilation device.

Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the city limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, or CM zoning districts; 2) signs complying with the exemption provision of this LDR; and 3) real estate signs complying with the provisions of this LDR.
Ord. #29-10

b. The following types of signs prohibited by this LDR shall be removed within one (1) year after the effective date of this LDR:

Billboards **Ord. #42-05, Ord. #45-08**
Off-site signs, unless said sign is an off-site directional sign as defined herein.

(3) Removal of Signs.
The Chief Building Official shall have the responsibility to enforce the provisions of this LDR.

a. If any property owner fails to comply with this LDR by failing to remove an unlawful sign, a sign for which the amortization period applicable to the sign has lapsed or a sign which has deteriorated beyond the point set forth in subsection, (1)d., above, the Code Enforcement Officer shall send a notice of violation by certified mail, return receipt requested, to the owner of the property at the address shown on the latest consolidated county tax rolls. If the notice is returned unclaimed or otherwise undelivered, a true copy of such notice shall be posted on the subject property for ten (10)

consecutive days. The notice shall contain the name and address of the owner as shown on the tax rolls, the legal description of the property, the time in which the owner shall abate the nuisance, not less than thirty (30) days, and have attached a photocopy of the relevant provisions of this LDR.

b. Any owner aggrieved by any action taken by the City under this LDR may appeal such action to the City Commission.

c. If no action has been taken regarding a notice of violation by the owner of the property involved within sixty (60) days after service of the notice, or the last day of posting on the property, and no appeal has been taken, the Code Enforcement Officer shall request approval of the Code Enforcement Board to remove the sign and, after obtaining such approval, shall remove the sign. The reasonable cost of such removal is hereby assessed against the property involved and declared to be a lien on such land in accordance with state law. Such liens may be foreclosed by the City as provided by law.

(4) Signs Visible from Interstate or Federal Aid Primary Highway System; Harmony of Regulations.

a. The removal provisions of this LDR shall not apply in the case of outdoor advertisements or advertising structures visible from roads or highway systems to the extent that such removal is preempted by the State. This shall not affect the duty of sign owners to remove signs under this LDR nor shall it affect the authority and responsibility of the City to enforce this LDR through other appropriate means, including referral for criminal prosecution.

b. This LDR shall be construed to be in harmony with Florida Statutes. In cases where local authority is preempted by the State, or where a question arises regarding such preemption, it shall be the responsibility of the Chief Building Official to coordinate with the State to insure that State regulation and enforcement is pursued to the fullest extent.

I. Variances

Variances to the requirements of this LDR may be granted by the Planning and Zoning Board only where a literal enforcement of the provisions of this LDR would result in substantial practical difficulty or unnecessary hardship or difficulty which might be suffered by the owners of that property. Variances shall be granted only in accordance with the procedures and criteria set out in the City Land Development Regulations.

J. Penalties

Violations occurring on public property shall be issued a trespassing citation, fines for which are set by Ordinance 70-102 of the City Code of Ordinances. Violations occurring on private property may be issued a code citation per Chapter 162 of the Code of Ordinances and may be cited to appear before the

Code Enforcement Board; additionally, violations must come into compliance as determined by the Code Enforcement Officer.

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ARTICLE VIII

SUPPLEMENTARY REGULATIONS

***

801.06 Home Occupations

A. A home occupation shall be permitted as an accessory use in all residential districts, provided that:

(1) such occupation shall be conducted entirely within the dwelling unit used as the residence and shall not occupy more than twenty (20) percent of the cumulative floor area;

(2) no persons other than members of the household shall be engaged in such occupation;

(3) the use of the dwelling unit for the home occupation shall be clearly incidental and secondary to the use of the dwelling for residential purposes, and such use shall not change the residential character thereof;

(4) there shall be no structural additions, enlargements or exterior alterations to the residence or premises, ~~signs,~~ or other visible evidence of such home occupation;

(5) no additional and separate entrance incongruent with the residential structural design shall be constructed for the purpose of conducting the home occupation;

(6) ~~no advertisement directs consumers to the home or is located at the home;~~

(~~7~~6) the home occupation shall not generate the visitation by clients, customers, salesmen, suppliers or any other persons to the premises which results in vehicular traffic generation of more than one vehicle at any one time, or of more than a total of twelve vehicles per day;

Ord. #53-00

(~~8~~7) no provision for off-street parking or loading facilities, other than the requirements of the residential district in which the use is located, shall be permitted; no part of a required yard shall be used for such off-street parking or loading purposes; and no additional driveways to serve such home occupation shall be permitted;

(~~9~~8) no equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference outside the dwelling. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises;

(10) no home occupation shall interfere with the residential uses of adjoining property;

(11) a home occupation shall be required to have a City Occupational License. **[Revised 5/2/01]**

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ORDINANCE NO. 31-21

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE VI, DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS, SECTION 604.12, SIGNS, TO ALLOW FOR A FOUR (4) YEAR EXTENSION TO THE AMORTIZATION OF EXISTING POLE SIGNS, WITH CONDITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, has requested administrative text amendments to the Land Development Regulations Article VI, Development Design and Improvements Standards, Section 604.12, Signs allowing up to a four (4) year extension for the removal of existing pole signs; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on July 12, 2021, by a vote of 6-0, recommended that the City Commission approve the text amendments; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as more particularly set forth hereinafter.

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

SECTION 1: ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VI, Development Design and Improvements Standards, Section 604.12, Signs allowing up to a four (4) year extension for the removal of existing pole signs, with conditions, is hereby amended to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

604.00. Required improvements.

604.12. Signs.

H. Non-conforming signs.

(1) Amortization of non-conforming signs. Any existing sign which is in violation of this LDR, after the effective date of this LDR shall be deemed a non-conforming sign. Such signs may be continued subject to the following requirements:

a. No non-conforming sign shall be altered, moved, or changed in any way except in full compliance with the terms of this LDR. This provision shall not apply to the changing of temporary copy on changeable copy signs or the painting or altering of copy area to restore the original sign appearance.

b. The non-conforming sign provision shall apply to repairs necessary to maintain a sign, in good working order. The cost of such repairs may not exceed 25 percent of the cost of materials which would be necessary to construct, in all other respects, an identical conforming sign on the same site. Such costs shall be determined by the chief building official.

c. All existing, non-vintage designated ~~P~~pole signs shall be removed by November 29, 2025. The following conditions apply:

1. No face changes are permitted on existing non-vintage designated pole signs after November 29, 2023.

2. Existing non-vintage designated pole signs shall be removed after November 29, 2024 for a change of use, activation of a terminated use, change of tenant, or change of ownership. ~~amortized within ten years of the effective date of this ordinance [Ord. No. 108-11 effective November 29, 2011]. No new pole signs shall be permitted after the effective date of this ordinance [Ord. No. 108-11].~~ Face change-outs for pole signs shall be permitted prior to November 29, 2023, provided the replacement complies with subsection "d" below and provided the pole sign is replaced with a conforming sign by November 29, 2025 ~~the end of the amortization time~~.

d. Notwithstanding the time periods for amortization of non-conforming signs set out above, no non-conforming sign of any kind or type shall be allowed to remain if:

1. The sign is determined to be structurally unsound.

2. Cosmetic changes to the sign are valued in excess of 25 percent of the cost of materials that would be necessary to construct a sign identical to the nonconforming sign.

3. Repairs required to keep the sign in good working order exceed 25 percent of the cost of materials that would be necessary to construct a sign identical to the nonconforming sign.

e. Notwithstanding any other provision in this LDR, if any nonconforming ~~a~~ sign, other than a pole sign, is destroyed by more than 50 percent of its replacement value, through an accident, act of God, or intentional act not caused by the person responsible for said sign, then the sign may be reconstructed and rebuilt and utilized for the balance of the amortization period then left.

SECTION 2: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved.

SECTION 3: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on August 24, 2021 in the City Commission Chambers, 214 Sam Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 7/30/2021

ORDINANCE NO. 54-21

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE VI, DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS, SECTION 604.12, SIGNS, TO PROVIDE CRITERIA FOR THE DESIGNATION OF VINTAGE SIGNS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, has requested administrative text amendments to the Land Development Regulations Article VI, Development Design and Improvements Standards, Section 604.12, Signs, to provide criteria for the designation of vintage signs; and

WHEREAS, the Historic Preservation Board voted 3-1 at its regular meeting on October 13, 2021, to recommend that the text amendment be approved; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on November 1, 2021, recommended that the City Commission approve the text amendment by a vote of 6-0; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as more particularly set forth hereinafter.

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

SECTION 1: ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VI, Development Design and Improvements Standards, Section 604.12, Signs, is hereby amended to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

604.00. Required improvements.

604.12. Signs.

H. Non-conforming signs.

...

(5) Vintage Sign Designation

(a) Applications for the designation of vintage signs shall be reviewed and approved by the Historic New Smyrna Beach Preservation Commission at a public hearing in accordance with the following criteria:

1. The sign must be a least 30 years old at the time of application; and

2. The sign is in good structural and working condition; and

3. The sign meets two or more of the following criteria:

a. The sign is one that demonstrates a past style of architecture; an example of technology, craftsmanship or design of the period when it was constructed. (e.g. satellite signs, roto-spheres, donut signs, clock signs, paint can signs, opal glass signs, retro pole signs, neon signs, character signs, etc.).

b. The sign uses historic sign materials or means of illumination (e.g. exposed integral incandescent lighting, or exposed neon lighting).

c. The sign has retained the majority of its character-defining features (i.e. materials, technologies, structure, colors, shapes, symbols, text, typography, and/or artwork) that have historical significance, are integral to the overall sign design, or convey historical or regional context.

d. The sign exemplifies the cultural, economic, and historic heritage of the City.

e. The sign exhibits aesthetic quality, creativity or innovation.

f. The sign is unique, was originally associated with a local business or local or regional chain, there is academic research, including, but not limited to, sign industry journals, articles or books to support its significance, or it is a surviving example of a once common sign type that is no longer common.

(b) If character-defining features have been altered or removed, the majority of these features shall be restored to their historic function and appearance upon approval of the sign as vintage.

(c) An applicant may appeal the decision of the Historic New Smyrna Beach Preservation Commission to the City Commission by filing a notice of appeal with the City Clerk within 30 days of written rendition of the decision.

SECTION 2: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved.

SECTION 3: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on December 14, 2021 in the City Commission Chambers, 214 Sam Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 11/5/2021

205.00. Sign regulations definitions.

The following definitions shall apply to [sub]section 604.12 of this LDR:

Advertising message. The letters and graphics on a sign intended to directly or indirectly promote the sale of a product, service, commodity, entertainment or real or personal property.

Altering. Changing a sign to the extent that the structural components of the pole or copy area is replaced, repaired, or changed so that the shape, size, or appearance of the sign is different than previously. Painting a sign, rearranging letters or replacing the plastic copy area without any structural or frame changes shall not constitute altering.

Anchor store. The major tenant within a shopping center used to draw patrons to the shopping center and containing at least 25,000 square feet of gross leasable area.

Chief building official. The city official designated as the chief building official for the city. The chief building official shall have the responsibility and authority to enforce these sign regulations.

Copy area. Surface area encompassed within any regular geometric figure which forms the informational component of a sign, when such sign is viewed from one direction on the adjacent right-of-way. The frame which decorates or structurally supports the copy area shall be included when calculating area. The pole associated with a pole sign shall not be included when calculating copy area. The entire area of a ground sign shall be used in calculating the area of a ground sign.

Erect. To build, construct, attach, hang, place, suspend or affix, and shall include the painting of wall signs.

Height of sign. The vertical distance measured from the lowest grade adjacent to the sign extending to the topmost portion of the sign structure, including any frame, embellishment or other type of upward extension from the sign. Any filling, berming, mounding, or excavation solely for the purpose of increasing the height of the sign is prohibited.

Location. Any lot, premises, building, structure, wall, or any place whatsoever upon which a sign is located.

Person. Any persons, firm, partnership, association, corporation, company, or organization, singular or plural, of any kind.

Premises. A parcel or lot of property, or any combination of parcels or lots, on which a business or residential use is located; except that in the case of a business having in excess of 250 feet of continuous road frontage each 250 feet of road frontage shall constitute one premise for the purpose of this LDR. For example: a new car dealership with 500 feet of road frontage would constitute two premises for the purpose of this LDR.

Public art. Any originally produced artistic medium which is outdoors and accessible to the general public and does not contain advertising or logos. Public art commonly takes the form of murals and sculptures that can withstand exposure to atmospheric elements.

Public body. Any government or governmental agency of the City of New Smyrna Beach, Volusia County, the State of Florida, or the United States.

Residential development. Any housing project that is approved by the planning and zoning board. Phasing of a project shall not constitute a separate residential development for the purpose of sign standards, unless the phase shall bear a separate name.

Roof line. The juncture of the roof and the perimeter wall of the structure.

Semipublic body. Any organization operating as a nonprofit activity and serving a public purpose or service including such organizations as noncommercial clubs, lodges, theater groups, recreational and neighborhood associations, cultural organizations, schools and churches.

Sign. Any surface, fabric, device or display, designed to advertise, inform, identify, or to attract the attention of persons not on the premises on which the [device] or display is located.

A sign shall be construed to be a single display surface or device containing elements organized, related, and composed to form a single unit. In cases where material is displayed in a random or unconnected manner, or where there is reasonable doubt as to the intended relationship of such components, without organized relationship of such components, each component or element shall be considered to be a single sign.

A projecting or ground sign with sign surface on both sides of such sign shall be construed as a single sign, and the total area of such sign shall be the area computed on a single sign.

For purposes of this LDR, the term "sign" shall include all structural members. A sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. This definition shall not include bumper stickers on cars.

Within the sign definition are the following sign types:

(a) *Abandoned sign.* See "Discontinued sign."

(b) *Animated sign.* Any sign or part of a sign, including the advertising message, which changes physical position by any means of movement including, but not limited to, light projections, scrolling displays, and light emitting diode (LED) screens. Electronic message centers and automatic changeable message devices are considered animated signs for the purpose of this definition.

(c) *Awning sign.* A sign located on the vertical face of an awning~~.~~, painted onto or adhered to a marquee or awning type structure constructed of an open frame covered by fabric, vinyl, plastic, metal, or similar material. Awning sign shall include canopy sign.

(~~b~~d) *Banner signs.* ~~Any sign~~ A temporary sign made of weather-resistant cloth or other lightweight material, intended to be hung, either with or without frames, possessing characters, letters, illustrations, or ornamentations applied to paper, plastic, or fabric of any kind, including such signs stretched across or hung over any public right-of-way. Flags shall not be considered banners for the purpose of the article.

(~~c~~e) *Beacon light sign.* Any sign or device which includes any light with one or more beams, capable of being directed in any direction or directions, or capable of being revolved automatically.

(~~d~~f) *Bench signs.* A sign located on any part of the surface of a bench or seat placed on a public right-of-way or other public area.

(~~e~~g) *Billboard:* An outdoor sign which advertises a firm, organization, goods, products, or services which are not located on the same premises as the sign, and that is sold, rented, owned, or leased for the display of advertising messages.

(~~f~~h) *Changeable copy sign:* A sign that is designed so that characters, letters, or illustrations can be changed or rearranged either manually or mechanically.

(j) *Discontinued sign.* Any sign located on a property or building that is vacated, no longer has a valid certificate of occupancy or business tax receipt, no longer has an active utility service account or displays a blank sign for a period of one hundred eighty days or longer shall be considered a discontinued sign.

(gi) *Electronic message center~~:~~.* A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix.

(k) *Exempt sign.* Signs as set forth within section 604.12 (c), which are exempt from certain requirements of this chapter.

(l) *Feather sign, teardrop sign or feather flag*. A form of temporary sign composed of durable lightweight fabric with a sturdy frame enclosing only a portion of the material's edge so that it can remain upright and still be flexible in the breeze, generally shaped to be tall and narrow when affixed into the ground or other bottom support, affixed to a pole which is located outdoors and contains language for advertisement, greeting or similar messaging purposes, which is activated by the wind and is used by businesses or organizations to promote events, products or services.

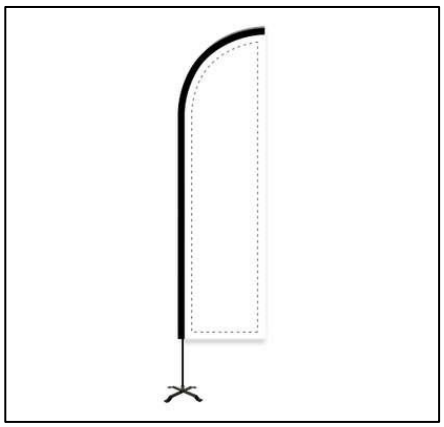


Figure 205.00.l

(~~h~~m) *Flag.* ~~A~~ Typically, a rectangular or square device made of cloth, plastic, or natural or synthetic fabric, with or without characters, letters, illustrations, or ornamentation applied to the surface, typically attached to a pole on one side and ~~which is~~ designed to move in the wind on the opposite side. For purposes of this article, flags are defined separately from moving signs, feather signs and banners.

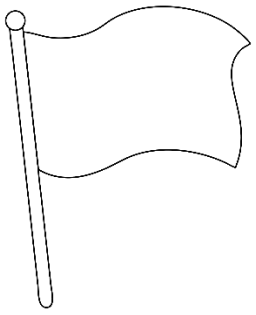


Figure 205.00.m

(~~i~~n) *Flashing sign.* Any sign with a lighting device or devices which go on and off alternately.

(~~j~~o) *Ground sign, ~~or~~ freestanding sign or monument sign:* A sign where the foundation and supporting structure are visually an integral part of the sign creating a continuous form from the ground to the top of the sign. A type of sign placed upon the ground independent of support from the face of a building that generally has greater width than height and typically constructed of a solid material such as wood, masonry or high-density urethane.

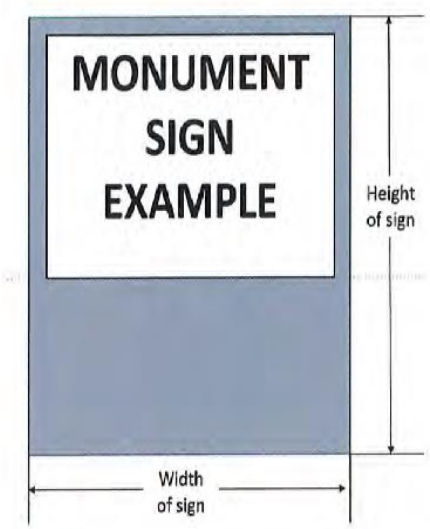


Figure 205.00.o

(~~k~~p) *Illuminated sign.* Any sign illuminated in any manner by an artificial light source.

(~~l~~q) *Integral sign.* Signs or tablets cut into any masonry surface or constructed of bronze or other non-combustible materials in the form of a plaque mounted on the side or face of a building, bench, or other permanent structure.

(~~m~~r) *Marquee sign.* Any projecting sign attached to and made a part of a marquee. A marquee is defined as a permanent roof-like or awning type structure projecting beyond and supported by a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed to provide protection against the weather.

(~~n~~s) *Moving sign:* A fluttering sign or a balloon type sign that is filled with air or a lighter than air gas, including wind operated devices. All balloons (including plastic or reusable balloons and balloon clusters, and all inflatables), dirigibles, airships, and kites located on, or tethered to, commercial property, or for the purpose of advertising a business or profession, are moving signs within the meaning of the land development regulations. The items enumerated in the preceding sentence are moving signs even if no advertising appears on the item. Dirigibles and airships at airports shall not be moving signs within the meaning of the land development regulations.

(~~o~~t) *Nonconforming sign.* Any sign which does not conform to the regulations of this Ordinance.

(~~p~~u) *Off-site sign:* Any sign located on property other than the premises to which the sign relates.

(~~q~~v) *Pennants* shall include the terms "ribbons" and "streamers" and shall mean pieces of cloth, flexible plastic, or other flexible material, intended to attract attention because of their bright colors and/or flapping caused by action of the wind, commonly strung in series along a line. This term includes a single pennant, ribbon, or streamer, or a series of such pennants, ribbons, or streamers, but shall not include flags as defined herein.

(~~r~~w) *Pole sign.* Any freestanding sign that does not meet the definition of ground or portable sign. These signs are composed of the sign cabinet or base and the sign pole or pylon by which it connects to the ground.

(~~s~~x) *Portable sign.* A sign that is mounted on a trailer or trailer-like chassis which is capable of being moved on wheels, legs, or skids as an entire unit, but is placed temporarily in one location as outlined in

section 604.12. Signs pulled behind a vehicle for the purpose of mobile advertising are not considered portable signs (see trailer signs).

(~~t~~y) *Projecting sign.* Any sign other than a wall sign affixed to any building or wall, any edge of which, extends more than 12 inches beyond such building or wall.

(~~u~~z) *Roof sign.* Any sign erected or constructed wholly upon and over the roof of any building and supported solely on the roof structure.

(~~v~~aa) *Shingle sign.* A projecting or wall sign not over one and one-half square feet in area.

(~~w~~bb)*Snipe sign.* Any sign of any material whatsoever ~~that is attached in any way to a utility pole, tree, or any object located or situated on public or private property, or any temporary sign placed in the right-of-way.~~ that is temporary, tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or to other objects. They are commonly placed in the ground with metal or plastic stakes. Snipe signs are also commonly seen in the public right-of-way or placed on private property near the public right-of-way.

(~~x~~cc) Temporary sign. A sign intended to be displayed for a transitory or temporary period and not intended for use in a permanent nature. Any sign not permanently embedded in the ground or not affixed to a building or sign structure that is permanently embedded in the ground shall be considered a temporary sign, unless otherwise specified in this chapter. Temporary signs shall include but not be limited to all banners, yard signs, and feather signs regardless of how they may be affixed to a building or structure or embedded in the ground for the purposes of these article. ~~*Temporary sign.* Any sign or advertising display intended for temporary use and designed and constructed in accordance with this intention.~~

(~~y~~dd) *Trailer/mobile sign.* Any sign placed on a vehicle or on a trailer attached to a vehicle that projects more than one inch and that is displayed on public rights-of-way as a mobile sign, not intended to be permanent and not in compliance with the definition of portable sign or temporary sign.

(~~z~~ee) *Traveling lights sign.* Any sign which includes a series of lights, or lighting device, which appears to move or travel in automatic sequence on the display surface of the sign.

(aaff)*Vintage sign.* Any sign 30 years old or older that is designated as such by the Historic New Smyrna Beach Preservation Commission.

(~~bb~~gg) *Wall sign.* Any sign containing one advertising surface other than a projecting sign that is attached to and erected parallel with the face of any building wall, any edge of which extends beyond such building wall.

(~~cc~~hh) *Window sign.* Any sign placed inside or upon a window facing the outside and which is intended to be seen from the exterior.

(ii) *Yard sign*. A portable, lightweight, temporary sign also known as lawn signs, bandit signs, placards, and road signs, among other names, used for local advertising. They are temporary in nature, typically inserted into the ground with a metal frame and easily moved from one location to another.



Figure 205.00.ii

(Ord. No. 17-01, § 1, 4-10-2001; Ord. No. 45-08, § 1, 10-28-2008; Ord. No. 108-11, § 1, 11-29-2011; Ord. No. 73-12, § 1, 9-11-2012; Ord. No. 33-18, § 1(Exh. A), 6-12-2018; Ord. No. 74-19, § 1, 12-10-2019)

604.00. Required improvements.

604.12. *Signs.*

A. *Purposes, intent, and scope.* The purpose of these sign regulations is to protect, preserve, and improve the character and appearance of the City of New Smyrna Beach; to provide ample opportunity to advertise in commercial and industrial areas while preventing excessive advertising which would have a detrimental effect on the character and appearance of those areas; to limit signs in non-commercial and non-industrial areas to protect the residential character and appearance of those areas; and to preserve the First Amendment rights of all persons subject to these regulations.

It is intended that signs placed on land or on a building for the purpose of identification, or for advertising a use conducted on that land or in that building, or to exercise the first amendment rights of the owner or occupant of that land or building, shall be deemed to be accessory and incidental to the land, building, or use.

With respect to commercial signs, it is specifically intended, among other things, to avoid excessive competition and clutter among sign display in the demand for public attention. Therefore, the display of signs should be appropriate to the land, building, or use to which they are appurtenant and be adequate, but not excessive, for the intended purpose of identification or advertising.

Signs commonly referred to as billboards, outdoor advertising, or poster panels, which advertise products or businesses not connected with the site on which they are located, are prohibited in accordance with the predominantly residential atmosphere of the community, such signs being most appropriate on open highways and roads where they do not detract from community character.

B. *Prohibited signs.* The following signs are prohibited in the City of New Smyrna Beach:

Beacon light signs.

Billboards.

Flashing signs.

Moving signs.

Off-site signs except exempt bench signs.

Pole signs. except signs under 604.12.G.(11)

Roof signs.

Snipe signs.

Trailer/mobile signs.

Traveling light signs.

Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs, or devices, or directional, informational, or warning signs erected or maintained by any public body, or any railroad, public utility, or similar body.

Private signs, whether temporary or permanent, placed on public property, except as expressly permitted by the appropriate public body.

~~Signs containing any statements, words, or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediate surrounding area.~~

Signs exceeding three square feet attached to passenger vehicles.

Signs which in any way obstruct, cover, or block, any fire escape, window, or door, or which are attached to any fire escape or ventilation device.

Signs which include pennants, ribbons, streamers, spinners, or wind-operated devices, except as provided herein.

Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the City limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, PUD, or CM zoning districts; and 2) signs complying with the exemption provision of this LDR.

Commercial signs that are carried, waved, or otherwise displayed by persons ("sign walkers", "sign spinners", or "commercial mascots") either on public rights-of-way or in a manner visible from public rights-of-way.

Signs located in the visibility triangle of any corner lot, except as provided herein. The visibility triangle shall be drawn using the street right-of-way lines and a line connecting them at points 25 feet from the intersection formed by such right-of-way lines, or signs which otherwise obstruct the view in any direction at a street intersection.

Commercial signs attached to or painted on vehicles or trailers which are not regularly used as part of the advertised business and are obviously parked for the primary purpose of advertising to passing motorists or pedestrians.

C. *Exemptions.* The following signs shall be exempt from the permitting requirements of this LDR:

Automobile vehicle wraps on currently registered vehicles.

Banners, for the promotion of a new business opening in a nonresidential zoning district for a time period not to exceed 45 consecutive days after receiving a Business Tax Receipt subject to the following conditions:

1. Maximum copy area: 32 square feet.
2. The banner sign may be hung on a wall or any other suitable location. The location of the sign shall not interfere in any way with the traffic or public safety of the citizens of the city, and the sign shall not violate any other applicable provisions of this LDR.
3. The banner signs shall not be considered in the computation of the number of signs allowed or the maximum allowable display area for a premises.

Bench signs approved by the city commission on benches placed on public property for the use and convenience of the general public.

Flags which do not bear any commercial advertising, mounted on a single flag pole or separate flag poles installed either on the building or adjacent to the building (within 15 feet). Maximum two flags per premises; maximum area 40 square feet each.

Integral signs, provided the individual letters or numerals of such sign do not exceed two inches in height, and provided the sign itself does not exceed three square feet of display area.

Neon light or other type of light sign hung inside the window of an establishment and intended to be seen from the outside provided: (1) no more than five are exempt; and (2) the energy source is by plug into an existing wall outlet.

In commercial districts, one non-electric noncommercial signs not exceeding six square feet in area for each street or waterway frontage of a commercial premise.

In residential districts, one non-electric sign not exceeding three square feet in area, and temporary signs allowed in accordance with subsection G.(6).

Sandwich boards provided that:

1. The business and sign are located within the MU (mixed use) zoning districts only.
2. One sandwich board sign may be located in front of each non-residential property or tenant space.
3. Sandwich board signs may be placed on a public sidewalk no closer than one foot inside the curb, and must maintain a minimum of 36 inches of clear sidewalk space.
4. Maximum sign size: 42 inches in height and 36 inches in width.
5. The sign shall only be placed on the sidewalk during business hours.
6. The sign shall be located in front of the specific business advertised on the sign, and not at another location. If the business is a corner property, the sign may only be placed in one location.
7. Additional sandwich board sign. A business located within the MU (mixed use) zoning district may display one additional sandwich board sign, provided that such additional sandwich board sign:
    a. Meets all of the sandwich board sign requirements of this section; and
    b. Is located within 500 feet of the business for which the sign is advertising; and
    c. Is located in the same MU zoning district or an adjacent non-residential zoning district; and
    d. If located on a public sidewalk, does not impair accessibility of the sidewalk; and
    e. Written consent to the placement of the sandwich board sign is obtained from the property owner if located on private property, or if located on a public sidewalk, from the property owner immediately abutting the section of public sidewalk on which the sign will be located. The written consent shall be submitted to the city and kept on file.

Signs attached to passenger vehicles that do not exceed three square feet in copy area.

Signs located on soda, candy, or food dispensing machines.

Signs which are necessary to protect the physical safety of the public, prevent property damage, meet constitutional due process and other requirements of law, or otherwise serve compelling governmental interests, including:

1. No trespassing, warning, traffic control, or similar signs of not more than two square feet where such signs are reasonably necessary to notify the public of the matters contained in the signs in the interests of public health and safety.
2. Legal notices posted on real property in accordance with requirements of federal, state, or local law, provided the notice shall be displayed only for the time period required by law.
3. One sign not exceeding three square feet in area per premises, bearing only property numbers, post office numbers, and names of occupants of such premises, for identification purposes only to allow emergency responders, law enforcement personnel, delivery personnel, and the general public to find the premises.
4. Signs required by any professional licensing body of the State of Florida provided that such signs do not exceed the state minimum requirements imposed by such body in any respect.

Window signs, provided that the total area of all signs does not exceed 35 percent of the total glass area of the window containing the display.

Window wraps which do not advertise a business or product.

D. *Permits.* No person shall erect, alter, repair, or relocate any non-exempt sign without first obtaining a permit for such work from the Building Official of the City of New Smyrna Beach. No permit shall be issued until the planning manager and chief building official, or designees, have determined that such work is in accordance with this LDR and all other LDRs and ordinances of the City of New Smyrna Beach and a certificate of zoning has been issued.

(1) Application for a sign permit shall be on forms provided for that purpose by the chief building official and shall contain the following information:

a. The name, address, and telephone number of the applicant, the owner of the sign, and the owner of the property on which the sign is to be located;

b. The address, if any, and legal description of the premises on which the sign is to be located;

c. A drawing to scale, in duplicate, showing the size, height, structural details, and dimensions of the sign and sign structure;

d. A drawing to scale, in duplicate, showing the position of the sign, and any other existing advertising structures, in relation to the buildings or structures on the premises and to the boundaries of the property;

e. The signatures of the applicant and the owner of the property; or in the event the owner is not available, written evidence of the owner's permission for the erection of the sign;

f. Any electrical and/or plumbing permit required for the sign;

g. For any sign which the chief building official determines may reasonably be subject to dead load, wind, or other physical threat, engineering drawings showing display area, support structure above and below ground, wind pressure specifications, and method of installation, signed and sealed by a registered engineer or architect licensed by the State of Florida in that profession;

h. Signs in the visibility triangle shall have a maximum height of 3.0 feet to allow for proper visibility.

E. *Schedule of fees.* The schedule of fees for sign permits shall be established, and periodically adjusted by city commission resolution.

F. *General provisions.* The following provisions shall apply to every sign erected in the City of New Smyrna Beach, including exempt signs:

(1) The name and address of the company or person installing any permanent sign and the name and address of the company or persons maintaining any permanent sign, the date of erection and voltage of any electrical apparatus shall be painted or printed conspicuously on every sign erected.

(2) Any light from any illuminated sign shall be shaded, shielded or directed so that the light intensity or brightness shall not affect adversely the vision for operation of vehicles in any public or private road, highway, driveway, or parking area. Such light shall not shine directly on or into any residential structure or directly onto approaching traffic. Such light shall not be visible from the public beach during sea turtle nesting season (May 1 - November 1 annually) per Volusia County Code of Ordinances, Chapter 72, Division 12, Sea Turtle Protection.

(3) All permanent signs shall be designed and constructed to withstand a wind pressure as required by the Florida Building Code.

(4) The area around the base of any ground sign shall be kept free of any rubbish or other material that might constitute a fire or health hazard. Appropriate landscaping, monument architectural detailing, and/or pole skirts around the base of the signs are required.

(5) Square footage of copy area determined by lineal feet of frontage shall be determined by measuring along the entrance side of individual stores; in the case of corner stores, additional signage may be allowed only when the same or similar façade treatment is used on both front and side; sign area is not transferable between facades.

(6) Copy area of a sign shall be based upon the surface area encompassed within any regular geometric figure which forms the information component of a sign when such sign is viewed from one direction on the adjacent right-of-way. The frame which decorates or structurally supports the copy area shall be included when calculating area. The pole associated with a pole sign shall not be included when calculating area. The entire area of a ground sign shall be used in calculating the area of a ground sign.

(7) A projecting or ground sign with sign surface on both sides shall be construed as a single sign, and the total area of such sign shall be the area computed on a single sign. The faces of ground signs may be separated, and will be construed as a single sign provided that the angle of separation does not exceed 45 degrees.

(8) Unless specifically provided otherwise, no more than a total of three non-exempt signs shall be erected or maintained per premises. The signs may be apportioned between any allowable types of sign in the district so long as the total copy area does not exceed the maximum permissible area provided herein.

(9) All signs shall be erected, altered, operated, maintained in good repair and working order, and kept free of any foreign matter, and in addition, shall be designed and installed in compliance with the requirements of the building and electrical codes of the City of New Smyrna Beach.

(10) Vintage signs that do not comply with sign regulations as outlined in this section may be removed and replaced, provided approval is obtained from the Historic New Smyrna Beach Preservation Commission.

(11) All signs shall be set back a minimum of five feet from the front property line unless specifically noted otherwise below.

(12) Ground signs.

(a) The width of the copy area of ground signs may not exceed the width of the supporting structure by more than ten percent of the width of the base. [Figure 604.12.F.12.(a)]

(b) The material used to construct a ground sign shall match or complement the construction material of the associated building.

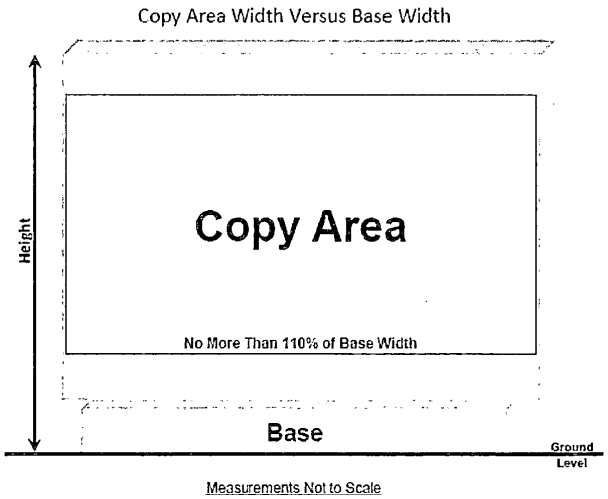


Figure 604.12.F.12.a.

G. *Sign standards.* The following sign standards shall apply in the respective zoning districts as indicated below unless more stringent regulations are included within the LDR:

(1) Signs erected upon property zoned for commercial or industrial use and designated as MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, (except for the airport industrial park), and I-4, and corridor overlay zone (COZ) zoning districts shall conform to the following:

a. *Ground signs.* Figure 604.12G.1.a.1.

1. Maximum copy area: Four square feet for each lineal foot of building structure frontage, not to exceed 48 square feet.

2. If the building has frontage on more than one right-of-way, an additional sign may be located on the second frontage. Maximum copy area: two square feet of copy area shall be allowed for each lineal foot of building structure frontage on the second right-of-way. Maximum copy area not to exceed 24 square feet. Signage copy area may not be transferred between the sign addressing the primary frontage and the sign addressing the secondary frontage.

3. No ground sign shall be erected within 50 feet of any other ground sign on the same premises. No such sign shall extend more than ten feet above ground level. Existing pole signs are considered non-conforming and are to be amortized in accordance with subsection H. below.

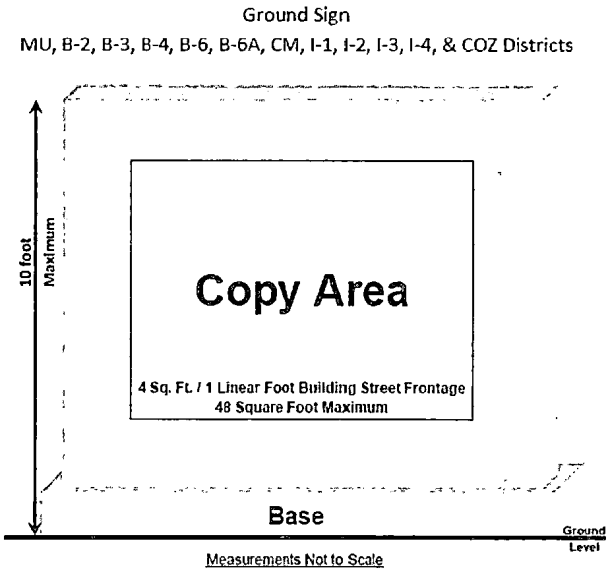


Figure 604.12.G.1.a.1.

b. *Wall signs.*

1. Maximum copy area: 100 square feet per premises.

2. Wall signs shall not project more than one foot from any wall of a building, and no such sign shall project above the roof line or parapet, whichever is higher.

3. Wall signs shall not cover, block, or obstruct any part of a window, including any part of a window within the sign perimeter, or obstruct window light or vision.

c. *Marquee signs.*

1. Shall not project more than one foot below the bottom or above the top of the vertical face of the marquee.

2. At least eight feet of clearance from the walkway grade to the bottom of the sign must be maintained.

3. May be attached underneath a marquee at a business entrance, provided the sign:

(a) Does not extend beyond the perimeter of the marquee;

(b) Does not exceed three square feet total copy area; and

(c) Does not extend below an eight foot clearance measured from the sidewalk grade to the bottom edge of the sign.

4. If the marquee sign extends over public property, it shall have a minimum clearance of nine feet from the walkway grade to the bottom edge of the sign and shall require approval from the jurisdictional authority that has the maintenance responsibility for the affected public property.

d. *Projecting signs.*

1. Maximum copy area: 32 square feet.

2. No part of any such sign shall project more than 36 inches from the wall of a building.

3. No such sign shall physically cover, block or obstruct any window or part of a window, nor obstruct window light and vision.

4. No projecting sign shall extend above the top of a parapet wall.

5. In no event shall a sign projecting over a public right-of-way project to within less than two feet of the curb line.

6. Signs shall have a clearance above the sidewalk grade of at least nine feet, or at least fourteen feet above the grade of the road, driveway or alley.

7. The owner of any sign extending over the public right-of-way shall enter into a license agreement with the city, and shall hold the city harmless from any liabilities resulting from damage to or lack of maintenance of the sign.

e. *Portable signs.* One portable sign shall be permitted one time for a business or for a shopping center whose allowable freestanding sign has not yet been erected. Such sign shall be permitted for a period of not more than 30 days or until installation of the allowable freestanding sign, whichever shall occur first. The portable signs shall conform to all city codes and criteria, including but not limited to:

1. Maximum copy area: 32 square feet.

2. No more than one such sign shall be permitted for each premises.

3. Copy on signs shall be maintained in a legible condition.

4. No flashing lights of any kind permitted. External illumination confined to sign face area.

5. Portable signs shall be used on-site only.

6. A new permit must be obtained for each period of use of a portable sign. Application for a permit for a portable sign shall include:

(a) A diagram indicating the manner in which the sign will be anchored to meet the specifications outlined above;

(b) Plot plan showing that the proposed location is:

i. In accordance with intersection visibility standards outlined in this Code;

ii. Illuminated signs shall be connected to a ground fault interrupter circuit receptacle. The use of extension cords for the power supply to the sign shall be prohibited; and

iii. Not in a required parking space.

f. *Construction site signs.*

1. One sign shall be allowed for each commercial or industrial construction project where a building permit has been obtained for the project.

2. Such signs shall be removed within 15 days after substantial construction operations have ceased, and in no event, later than the date of issuance of a certificate of occupancy.

3. Maximum copy area: 32 square feet.

g. *Development project signs.*

1. One sign for each street frontage, provided such development has been approved and is undergoing active construction and/or sale.

2. Maximum copy area: 32 square feet.

3. Maximum height: 10 feet above grade.

4. All signs shall be removed when all units are sold.

h. *Non-residential subdivision signs.*

1. One sign per vehicular entrance.

2. Maximum copy area: 40 square feet.

3. Maximum height; 4 feet above grade.

i. *Awning sign.*

1. One awning sign shall be allowed for each business.

2. Maximum copy area: One square foot per lineal foot of business unit frontage, not to exceed 50 square feet.

(2) Signs located in the B-5, planned shopping center district, or for building(s) containing two or more units in any commercial district shall conform to the following:

a. Freestanding ground signs.

1. Maximum height: 15 feet in the B-5 zoning district. Per the maximum sign height limits in other zoning district.

2. Maximum copy area:

(a) Shopping centers under 75,000 square feet: 62 square feet.

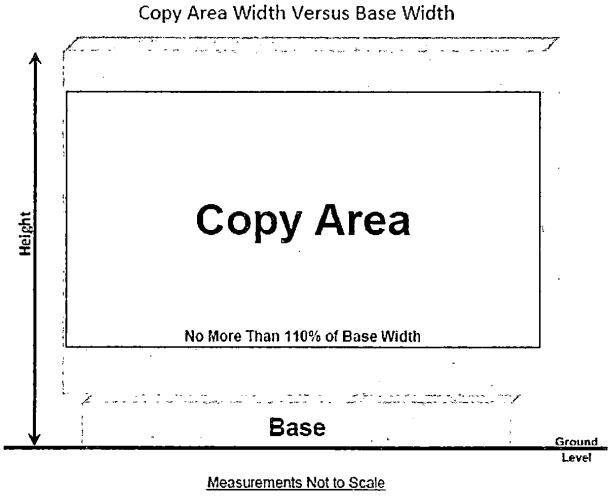


Figure 604.12.G.2.a.

(b) Shopping centers of 75,000 square feet to 250,000 square feet: 141 square feet.

(c) Shopping centers over 250,000 square feet: 157 square feet.

3. Shall be placed only adjacent to the arterial right-of-way frontage line.

4. Minimum setbacks:

(a) Five feet from the arterial right-of-way line.

(b) Fifty feet from side lot lines.

b. Individual anchor stores shall be allowed additional signs as follows:

1. Wall signs.

(a) Maximum number: 2.

(b) Maximum copy area: Two square feet of copy area per one lineal foot of store unit frontage, not to exceed 200 square feet.

2. Two signs hanging below the marquee, not to exceed three square feet of copy area and having a clearance of eight feet if hanging below the marquee. These signs shall not be calculated as any of the allowable number of wall signs.

c. Individual tenants in a shopping center or multi-tenant building, excluding anchor stores and businesses located on an outparcel shall be allowed additional signs as follows:

1. One wall sign not to exceed four square feet of sign area per one lineal foot of store frontage, not to exceed 100 square feet.

2. One sign hanging below the marquee not to exceed three square feet of copy area and having a clearance of eight feet.

d. Individual businesses located on an outparcel shall be allowed any combination of signs as indicated in section 604.12 G.(1) above.

(3) Signs located in office or industrial parks shall conform to the following:

Office and/or industrial parks shall be allowed one freestanding sign as detailed below:

a. Office or industrial parks having less than 50 acres: (Figure 604.12.G.3.a.)

1. Maximum copy area: 40 square feet.

2. Maximum height: 8 feet.

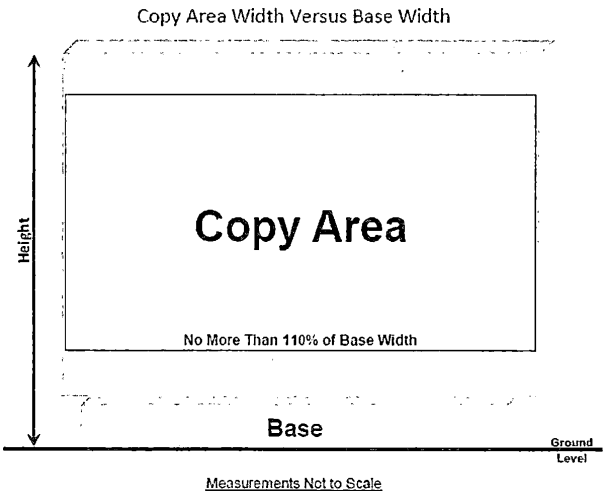


Figure 604.12.G.3.a.

b. Office or industrial parks having 50 to 100 acres:

1. Maximum copy area: 40 square feet.

2. Maximum height: 10 feet.

c. Office or industrial parks having more than 100 acres:

1. Maximum copy area: 80 square feet.

2. Maximum height: 10 feet.

d Individual businesses within an office or industrial park shall comply with the sign regulations as indicated in section 604.12 G.(1) above.

e. Signs in the airport industrial park. In the event there exists a conflict between the sign regulations and I-3, industrial park sign requirements, then I-3, industrial park sign requirements shall control. No sign shall be erected or maintained within the airport industrial park except in conformity with the following:

1. Signs visible from the exterior of any building may be lighted, but no signs or any other contrivance shall be devised or constructed so as to rotate, gyrate, blink or move in any animated fashion. Because of location near airport property, the upward reflection of ground level floodlight fixtures to illuminate facings of signs would be hazardous to aircraft traffic, and therefore ground level floodlighting is not permitted.

2. All signs attached to the building shall not project more than one foot from any wall of a building, nor project above the roof line or parapet, whichever is higher.

3. Only one single-faced or doubled-faced sign shall be permitted per street frontage. No sign or combination of signs shall exceed one square foot in area for each 600 square feet of total site area. However, no sign shall exceed 200 square feet in area per face. An additional 20 square feet shall be allowed for each business conducted on the site.

4. A sign advertising the sale or lease of the site shall be permitted in addition to the other signs listed in this section where a site is actively listed for sale or lease. Said sign shall not exceed a maximum area of 32 square feet.

5. No ground signs, except those at entranceways to the park, shall exceed four feet above grade in vertical height. Also, ground signs in excess of 100 square feet in area (single face) shall not be erected in the first 20 feet, as measured from the property line of any street side setback area.

6. The following definitions shall apply for interpretation of paragraph e. and all subparagraphs thereunder. Single-face sign shall mean a sign with lettering or symbols on one side. Double-face sign shall mean a sign with lettering or symbols on two sides. Fixture sign shall mean a sign including letters and/or symbols, constructed of suitable materials and permanently affixed to the exterior wall of a building.

7. Wall signs shall be fixture signs; signs painted directly on the surface of a wall shall not be permitted.

8. A wall sign with the individual letters applied directly shall be measured by a rectangle around the outside of the lettering and/or the pictorial symbol and calculating the area enclosed by such line.

9. One sign during construction shall be permitted upon the commencement of construction not exceeding 32 square feet, but must be removed immediately upon completion of construction.

(4) Signs located on residentially zoned property shall conform to the following:

a. Subdivisions.

1. One sign per main vehicular access to the subdivision:

2. Maximum copy area: 60 square feet.

3. Maximum height: Four feet above the nearest adjacent road grade.

b. Multi-family residential developments:

1. Ground signs:

(a) One ground sign for each street frontage.

(b) Maximum copy area: 30 square feet.

(c) Maximum height: 8 feet above the nearest adjacent road grade.

2. Wall signs.

(a) One wall sign shall be permitted on one of the buildings located within a multi-family development.

(b) Maximum copy area: one square foot per each foot of building height, or one square foot per each unit, whichever is less. Maximum sign area not to exceed 100 square feet.

(c) Maximum height of the channel letters is two feet.

3. All residential developments are allowed one sign not to exceed 32 square feet during construction, which must be removed upon completion of the project.

4. All residential developments are allowed one additional sign not to exceed 32 square feet in area as long as residential units are available for sale or lease within the development.

(5) House of worship shall conform to the following: Any house of worship or related property is allowed the following signage:

a. One freestanding sign.

1. Maximum copy area: 32 square feet.

2. Maximum height: 6 feet above grade.

b. One wall sign.

1. Maximum copy area: 32 square feet.

(6) Temporary signs districts shall conform to the following: Temporary signs, including banners, yard signs, feather signs and other signs of nonpermanent construction may be erected for temporary periods as follows:

a. Temporary signs, whether one or the maximum number allowed, may be displayed on any premises for a maximum of 100 days during any 12-month period. Where a use has two or more contiguous "premises" as defined in this LDR due to street frontage in excess of 250 feet, the combined premises shall be treated as one for this purpose.

b. In residential districts, a maximum of ten temporary signs may be displayed on each premises. No temporary sign shall exceed three square feet.

c. In nonresidential districts, temporary signs with a total sign area not exceeding 32 square feet for each 100 feet of street frontage or part thereof may be displayed on each premises. Temporary signs exceeding six square feet in area shall be set back five feet from the front property line and 25 feet from the side property line, and have a maximum height of ten feet. No temporary sign shall exceed 32 square feet.

d. Commercial buildings over 35 feet in height located in a B-6 Medical-Professional zoning district west of the Intracoastal Waterway may display temporary wall banners with a total wall banner area not exceeding 100 square feet for each 100 feet of street frontage. Temporary wall banners shall be allowed only on building facades that are set back at least 50 feet from the property line. No single temporary wall banner sign shall exceed 250 square feet in area. Temporary wall banners may be displayed on the premises for a maximum of 60 days during any 12-month period. A permit is required for these temporary wall banners and only one permit will be allowed in any 12-month period. The temporary wall banners provided for in this section 604.12G(6)d. are expressly prohibited for single or multi-family residential dwellings, hotels, motels, assisted living facilities, and condos.

e. In nonresidential districts, a maximum of two feather signs can be displayed on each premises for a total of 15 days during any 12-month period. Each feather sign shall be setback five feet from the front property line and 25 feet from side property lines.

(7) Signs located at bed and breakfast homes, adult living facilities, nursing homes, public and private schools, and private and semi-public clubs located within residentially-zoned areas and non-residential uses within the RA zoning district shall conform to the following:

a. Ground signs.

1. Maximum copy area: 32 square feet.

2. Maximum height: 8 feet.

3. Materials and illumination. Must utilize indirect lighting to illuminate only the sign face.

(8) Electronic message centers. Electronic message centers shall only be allowed in the B-3 and B-5 zoning districts. Electronic message center signs shall be prohibited east of U.S. 1, except for properties with direct frontage on the east side of U.S. 1, regardless of zoning. Electronic message center signs may also be permitted in other locations through a public or semi-public use permit. Additionally, electronic message centers shall conform to the following requirements:

a. Minimum separation between electronic message center signs is 600 linear feet on the same side of the street unless approved by the planning manager based on visibility needs.

b. Electronic message center signs must not face property zoned for single-family residential uses.

c. Electronic message center signs shall be prohibited within local designated historic districts or national registered historic districts or facing a local designated historic district or a national registered historic district if the electronic message center sign will be within 200 feet of the historic district.

d. The maximum light emanation from an electronic message center sign shall be no greater than .3 foot-candles, measured 200 feet from the sign.

e. Every electronic message center shall be equipped with an automatic dimmer device.

f. All electronic message centers shall comply with the appropriate city sign and other regulations.

g. Any malfunctioning electronic message centers must be turned off or display a blank screen until repaired.

h. All electrical equipment shall be UL listed.

i. All power to an electronic message center shall be supplied via underground carrier, inside approved conduit, and shall be installed according to the city electrical requirements.

j. All electronic message centers shall be kept in good operating condition and maintained with good external appearance.

k. Electronic ~~c~~copy areas cannot change more than once every eight seconds.

l. Electronic copy areas cannot flash, scroll or display any type of motion or animation.

m. Electronic copy areas cannot exceed eight square feet regardless of the size overall size of the sign.

n. Electronic message centers and their copy areas are only permitted on ground or monument signs.

(9) Additional signage on properties subject to active listing for sale or lease. Additional signs may be erected on properties subject to active listing for sale or lease in accordance with the following criteria:

a. Exempt signs: The following additional signs may be erected without a permit:

1. One sign not exceeding six square feet in area may be erected for each street or water frontage adjoining the parcel of property offered for sale, lease, or rent.

2. A maximum of three "add-on" or "rider" signs may be attached to each exempt additional sign, provided the total area of all "add-on" or "rider" signs does not exceed five square feet and provided that no "add-on" or "rider" sign exceeds the width of the exempt additional sign.

3. Minimum setbacks: Ten feet from side property lines and two feet from public right-of-way lines.

b. Non-exempt additional signs may be erected on property zoned C, RC, FR, R, A-1, A-2, MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, I-4, PUD, and COZ provided a permit is obtained and the additional signs conform to the following:

1. Maximum size: 32 square feet.

2. Maximum number of signs: One per each street or water frontage for each premises.

3. Minimum setbacks: five feet from any adjacent right-of-way, except where the applicant demonstrates that existing vegetation or other obstructions would preclude compliance with the five-foot setback.

c. Non-exempt additional signs may be erected on property zoned RA, RE, R-1, R-2, R2-A, R-3, R3-A, R3-B, R-4, R-5, R-6, MH-1, and MH-2, provided a permit is obtained and the additional signs conform to the following:

1. Maximum size: 16 square feet.

2. Maximum number of signs: one per each street and/or water frontage for each premises.

3. Minimum setbacks: Five feet from all property lines.

d. Visibility requirements: All additional signs allowed pursuant to this paragraph (9) shall be located outside the required visibility areas at the intersections of rights-of-way and outside the required visibility areas on waterfront parcels with the exception that when the visibility areas on a waterfront parcel overlap due to the width of the parcel, either one exempt sign or one non-exempt sign may be placed at the approximate mid-point of the water frontage.

(10) Flags in addition to exempt flags shall conform to the following:

a. Maximum number: Two flags per premises.

b. Flags shall be mounted on a single flag pole or separate flag poles installed either on the building or adjacent to (within 15 feet) the building.

c. No single flag shall exceed 40 square feet in area, and the aggregate size of all flags shall not exceed 72 square feet.

d. For the purpose of determining the size of a flag, only one side of the flag shall be counted as display surface.

e. Flags do not count in determining the maximum number of signs permitted.

(11) Signs in the New Smyrna Beach National Register of Historic Places Historic District and the Coronado National Register of Historic Places Historic District. Signs in the New Smyrna Beach National Register of Historic Places Historic District and the Coronado National Register of Historic Places Historic District that meet all other signage regulations may additionally be of the following types:

a. Dual Pole Sign up to six (6) feet in height and a maximum copy area of 24 square feet consisting of two structural poles supporting the copy area between the poles. (Figure 604.12.G.(12)a.)

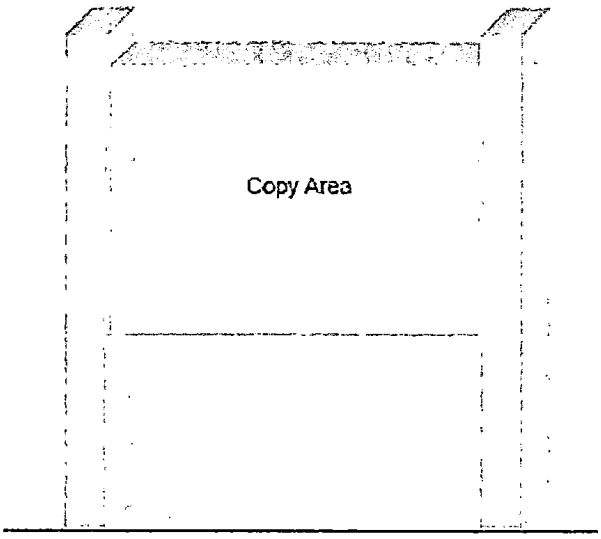


Figure 604.12.G.11.a.

b. Offset monopole sign up to six (6) feet in height, and a maximum copy area of 24 square feet consisting of one structural pole with the copy area offset entirely to one side of the pole, either attached to the pole or a single horizontal cross-bar. (Figure 604.12.G.(12)b.)

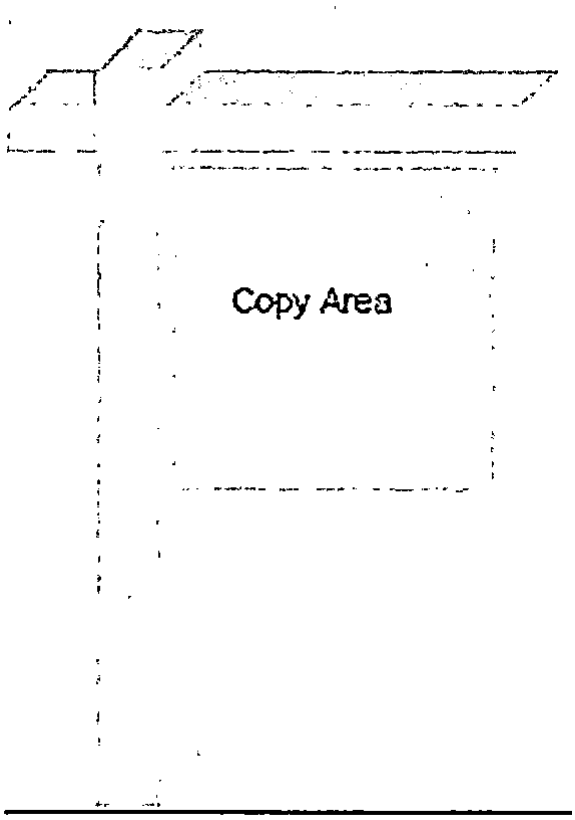


Figure 604.12.G.11.b.

H. *Non-conforming signs.*

(1) *Amortization of non-conforming signs.* Any existing sign which is in violation of this LDR, after the effective date of this LDR shall be deemed a non-conforming sign. Such signs may be continued subject to the following requirements:

a. No non-conforming sign shall be altered, moved, or changed in any way except in full compliance with the terms of this LDR. This provision shall not apply to the changing of temporary copy on changeable copy signs or the painting or altering of copy area to restore the original sign appearance.

b. The non-conforming sign provision shall apply to repairs necessary to maintain a sign, in good working order. The cost of such repairs may not exceed 25 percent of the cost of materials which would be necessary to construct, in all other respects, an identical conforming sign on the same site. Such costs shall be determined by the chief building official.

c. All existing, non-vintage designated pole signs are subject to the ~~shall be removed by November 29, 2025. The~~ following conditions ~~apply~~:

1. No face changes are permitted on existing non-vintage designated pole signs after November 29,2023.

2. Existing non-vintage designated pole signs shall be removed after November 29, 2024 for a change of use, activation of a terminated use, change of tenant, or change of ownership.

Face change-outs for pole signs shall be permitted prior to November 29, 2023, provided the replacement complies with subsection "d" below ~~and provided the pole sign is replaced with a conforming sign by November 29, 2025.~~ :

d. Notwithstanding the time periods for amortization of non-conforming signs set out above, no non-conforming sign of any kind or type shall be allowed to remain if:

1. The sign is determined to be structurally unsound.

2. Cosmetic changes to the sign are valued in excess of 25 percent of the cost of materials that would be necessary to construct a sign identical to the nonconforming sign.

3. Repairs required to keep the sign in good working order exceed 25 percent of the cost of materials that would be necessary to construct a sign identical to the nonconforming sign.

e. Notwithstanding any other provision in this LDR, if any nonconforming sign, other than a pole sign, is destroyed by more than 50 percent of its replacement value, through an accident, act of God, or intentional act not caused by the person responsible for said sign, then the sign may be reconstructed and rebuilt and utilized for the balance of the amortization period then left.

(2) Non-conforming signs shall be removed or made to conform with this LDR within the time periods set out below or upon deterioration to the point specified below:

a. The following types of signs shall be removed or made to conform within 60 days after the effective date of this LDR:

1. Beacon light signs.

2. Flashing signs.

3. Moving signs.

4. Snipe signs.

5. Trailer/mobile signs.

6. Traveling light signs.

7. Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs, or devises or directional information or warning signs erected or maintained by any public body or any railroad, public utility or similar body.

8. Private signs placed on public property, except as expressly permitted by the appropriate public body.

9. Signs containing any statements, words, or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediately surrounding area.

10. Signs attached to passenger vehicles exceeding three square feet.

11. Signs which in any way obstruct or block any fire escape, window or door, or which are attached to any fire escape or ventilation device.

12. Signs designed to be visible from any part of the Atlantic Ocean beach area, or from any waterway within the city limits, with the following exceptions: 1) approved wall signs in MU, B-2, B-3, B-4, or CM zoning districts; 2) signs complying with the exemption provision of this LDR; and 3) signs expressly permitted by the provisions of this LDR.

b. The following types of signs prohibited by this LDR shall be removed within one year after the effective date of this LDR [Ord. No. 108-11 effective November 29, 2011]:

1. Billboards.

2. Off-site signs, unless said sign is an off-site directional sign as defined herein.

c. The following types of signs prohibited by this LDR shall be removed within one year after the effective date of this LDR [Ord. No. 33-18 effective June 12, 2018]:

1. Off-site directional signs.

(3) Removal of signs. The chief building official shall have the responsibility to enforce the provisions of this LDR.

a. If any property owner fails to comply with this LDR by failing to remove an unlawful sign, a sign for which the amortization period applicable to the sign has lapsed or a sign which has deteriorated beyond the point set forth in subsection (1)d. above, the code enforcement officer shall send a notice of violation by certified mail, return receipt requested, to the owner of the property at the address shown on the latest consolidated county tax rolls. If the notice is returned unclaimed or otherwise undelivered, a true copy of such notice shall be posted on the subject property for ten consecutive days. The notice shall contain the name and address of the owner as shown on the tax rolls, the legal description of the property, the time in which the owner shall abate the nuisance, not less than 30 days, and have attached a photocopy of the relevant provisions of this LDR.

b. Any owner aggrieved by any action taken by the city under this LDR may appeal such action to the city commission.

c. If no action has been taken regarding a notice of violation by the owner of the property involved within 60 days after service of the notice, or the last day of posting on the property, and no appeal has been taken, the code enforcement officer shall request approval of the code enforcement board to remove the sign and after obtaining such approval, shall cause the sign to be removed. The reasonable cost of such removal is hereby assessed against the property involved and declared to be a lien on such land in accordance with state law. Such liens may be foreclosed by the city as provided by law.

(4) Signs visible from interstate or Federal Aid Primary Highway System; harmony of regulations.

a. The removal provisions of this LDR shall not apply in the case of outdoor advertisements or advertising structures visible from roads or highway systems to the extent that such removal is preempted by the state. This shall not affect the duty of sign owners to remove the signs under this LDR nor shall it affect the authority and responsibility of the city to enforce this LDR through other appropriate means, including referral for criminal prosecution.

b. This LDR shall be construed to be in harmony with Florida Statutes. In cases where local authority is preempted by the state, or where a question arises regarding such preemption, it shall be the responsibility of the chief building official to coordinate with the state to insure that state regulation and enforcement is pursued to the fullest extent.

(5) Vintage sign designation.

a. Applications for the designation of vintage signs shall be reviewed and approved by the Historic New Smyrna Beach Preservation Commission at a public hearing in accordance with the following criteria:

1. The sign must be a least 30 years old at the time of application; and

2. The sign is in good structural and working condition; and

3. The sign meets two or more of the following criteria:

(a) The sign is one that demonstrates a past style of architecture; an example of technology, craftsmanship or design of the period when it was constructed, (e.g. satellite signs, roto-spheres, donut signs, clock signs, paint can signs, opal glass signs, retro pole signs, neon signs, character signs, etc.).

(b) The sign uses historic sign materials or means of illumination (e.g. exposed integral incandescent lighting, or exposed neon lighting).

(c) The sign has retained the majority of its character-defining features (i.e. materials, technologies, structure, colors, shapes, symbols, text, typography, and/or artwork) that have historical significance, are integral to the overall sign design, or convey historical or regional context.

(d) The sign exemplifies the cultural, economic, and historic heritage of the city.

(e) The sign exhibits aesthetic quality, creativity or innovation.

(f) The sign is unique, was originally associated with a local business or local or regional chain, there is academic research, including, but not limited to, sign industry journals, articles or books to support its significance, or it is a surviving example of a once common sign type that is no longer common.

b. If character-defining features have been altered or removed, the majority of these features shall be restored to their historic function and appearance upon approval of the sign as vintage.

c. An applicant may appeal the decision of the Historic New Smyrma Beach Preservation Commission to the city commission by filing a notice of appeal with the city clerk within 30 days of written rendition of the decision.

I. *Variances.* Variances to the requirements of this LDR may be granted by the planning and zoning board only where a literal enforcement of the provisions of this LDR would result in substantial practical difficulty or unnecessary hardship or difficulty which might be suffered by the owners of that property. Variances shall be granted only in accordance with the procedures and criteria set out in the city land development regulations.

J. *Penalties.* Violations occurring on public property shall be issued a trespassing citation, fines for which are set by the city code of ordinances. Violations occurring on private property may be issued a code citation per F.S. ch. 162, and may be cited to appear before the code enforcement board; additionally, violations must come into compliance as determined by the code enforcement officer.

604.13. *Outdoor lighting.*

A. *General requirements.*

(1) All developments shall provide outdoor lighting in the parking area and yard areas. No such lighting is required for single-family residential lots.

(2) The locations of the lighting shall be indicated on a site plan and shall be approved by the city planner and city police chief.

(3) All lights shall have shielded nonglare fixtures. Notwithstanding this provision, lights within the boundary of the Community Redevelopment District (said boundary as defined in Ordinance No. 22-85) that are nonshielded and are not nonglare shall be allowed provided:

a. The installation or operation of said lights does not violate either the city's or county's sea turtle protection ordinances; and

b. Lights located within 20 feet of residentially used or zoned property shall have:

1. A pole height (excluding globe) no greater than 12 feet above grade;

2. Shielding to the extent necessary to prevent illumination of surrounding residentially used or zoned property; and

3. Shall be nonglare;

4. Shall have an internal optical refractor system to limit illumination of adjacent residentially used properties.

B. *Outdoor lighting in beach areas.*

Editor's note(s)— This subsection (B) on sea turtle lighting protection has been repealed by Ord. No. 52-99 adopted on Sept. 28, 1999, which ordinance authorizes Volusia County to administer the county's sea turtle lighting protection program within the city limits.

Editor's note(s)—Ord. No. 35-11, § 5, adopted June 28, 2011, renumbered former subsection 604.15 as subsection 604.13, as set out herein.

604.14. *Street paving waivers.* Street paving waivers may be approved by the city commission on a case-by-case basis, based upon the merits of the project, the character of the surrounding neighborhood, and the estimated city maintenance costs over ten years. applications shall be made using the form prepared by the planning department and shall be accompanied by a $250.00 filing fee.

(Ord. No. 14-01, § 1, 2-28-2001; Ord. No. 03-01, § 1, 1-23-2001; Ord. No. 52-01, § 1, 9-18-2001; Ord. No. 58-01, § 1, 3, 4, 10-9-2001; Ord. No. 10-02, § 1, 2-26-2002; Ord. No. 38-02, § 1, 8-27-2002; Ord. No. 44-02, § 1, 8-24-2002; Ord. No. 27-04, § 1, 5-25-2004; Ord. No. 09-05, § 1, 1-5-2005; Ord. No. 42-05, § 1, 5-10-2005; Ord. No. 101-05, § 1, 9-25-2005; Ord. No. 65-06, § 1, 8-8-2006; Ord. No. 01-07, § 1, 1-23-2007; Ord. No. 35-07, § 1, 3-13-2007; Ord. No. 37-07, § 1, 4-10-2007; Ord. No. 99-07, § 1, 1-8-2008; Ord. No. 26-08, § 1, 4-8-2008; Ord. No. 37-08, § 2, 8-26-2008; Ord. No. 45-08, § 2, 10-28-2008; Ord. No. 72-08, § 4, 12-9-2008; Ord. No. 18-09, § 1, 4-14-2009; Ord. No. 06-10, § 1, 2-23-2010; Ord. No. 29-10, § 1, 6-8-2010; Ord. No. 35-10, § 1, 9-14-2010; Ord. No. 59-10, § 1, 12-14-2010; Ord. No. 63-10, § 1, 12-14-2010; Ord. No. 01-11, § 1, 2-8-2011; Ord. No. 12-11, § 1, 4-12-2011; Ord. No. 35-11, §§ 1, 5, 6-28-2011; Ord. No. 38-11, § 4, 6-28-2011; Ord. No. 76-11, § 1, 9-13-2011; Ord. No. 103-11, § 1, 10-25-2011; Ord. No. 108-11, §§ 2, 3, 11-29-2011; Ord. No. 23-12, § 1, 2-28-2012; Ord. No. 73-12, § 1, 9-11-2012; Ord. No. 37-13, § 1, 6-11-2013; Ord. No. 193-13, § 1, 10-8-2013; Ord. No. 28-15, § 1, 3-24-2015; Ord. No. 96-15, § 1(Exh. A), 11-17-2015; Ord. No. 56-16, § 1, 9-27-2016; Ord. No. 57-17, § 1, 8-22-2017; Ord. No. 33-18, § 1(Exh. A), 6-12-2018; Ord. No. 50-18, §§ 1(Exh. A), 2(Exh. B), 9-25-2018; Ord. No. 09-19, §§ 2, 3, 4-2-2019; Ord. No. 26-19, § 1, 6-11-2019; Ord. No. 46-19, § 2, 8-27-2019; Ord. No. 74-19, § 2, 12-10-2019; Ord. No. 73-20, § 1, 8-11-2020; Ord. No. 04-21, § 1(Exh. A), 1-26-2021; Ord. No. 11-21, § 1, 4-13-2021; Ord. No. 31-21, § 1, 8-24-2021; Ord. No. 54-21, § 1, 12-14-2021; Ord. No. 53-22, § 1, 9-13-2022)

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 42-25 LDR Sign Code Update

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. 41-25 revises the sign code to add definitions, and revises regulations related to electric message center signs and pole signs.

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.

Previous regulations mandated the removal of pole signs by a date certain. This amendment provides more time for those who have not come into compliance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Approximately, 145 businesses.

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. 41-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE II, DEFINITIONS, SECTION 205.00, SIGN REGULATIONS DEFINITIONS, TO ADD ADDITIONAL DEFINTIONS; AMENDING ARTICLE VI, DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS, SECTION 604.12, SIGNS, TO REVISE REGULATIONS RELATED TO POLE SIGNS, BANNERS, FEATHER SIGNS, AND ELECTRONIC MESSAGE CENTERS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, has requested administrative text amendments to the Land Development Regulations to provide for additional definitions related to signs and to revise regulations related to pole signs, banners, feather signs, and electronic message centers; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on July 7, 2025, by a vote of 7-0, recommended that the City Commission approve the text amendments; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as more particularly set forth hereinafter.

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

SECTION 1. ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article II, Definitions, Section 205.00, Sign Regulations Definitions, is hereby amended to read as follows: **(Note: Deletions from text are indicated by ~~strikeout~~, additions to text are indicated by underline, and omissions in text are indicated by [...].)**

ARTICLE II DEFINITIONS

...

205.00 Sign regulations definitions.

The following definitions shall apply to [sub]section 604.12 of this LDR:

Advertising message. The letters and graphics on a sign intended to directly or indirectly promote the sale or use of a product, service, commodity, entertainment, or real or personal property.

Altering. Changing a sign to the extent that the structural components of the pole or copy area is replaced, repaired, or changed so that the shape, size, or appearance of the sign is different than previously. Painting a sign, rearranging letters or replacing the plastic copy area without any structural or frame changes shall not constitute altering.

...

Erect. To build, construct, attach, hang, place, suspend or affix, and shall include the painting of wall signs.

Height of sign. The vertical distance measured from the lowest grade adjacent to the sign extending to the topmost portion of the sign structure, including any frame, embellishment or other type of upward extension from the sign. Any filling, berming, mounding, or excavation solely for the purpose of increasing the height of the sign is prohibited.

Location. Any lot, premises, building, structure, wall, or any place whatsoever upon which a sign is located.

...

Premises. A parcel or lot of property, or any combination of parcels or lots, on which a business or residential use is located; except that in the case of a business having in excess of 250 feet of continuous road frontage each 250 feet of road frontage shall constitute one premise for the purpose of this LDR. For example: a new car dealership with 500 feet of road frontage would constitute two premises for the purpose of this LDR.

Public art. Any originally produced artistic medium which is outdoors and accessible to the general public and does not contain advertising or logos. Public art commonly takes the form of murals and sculptures that can withstand exposure to atmospheric elements.

Public body. Any government or governmental agency of the City of New Smyrna Beach, Volusia County, the State of Florida, or the United States.

...

Sign. Any surface, fabric, device or display, designed to advertise, inform, identify, or to attract the attention of persons not on the premises on which the [device] or display is located.

A sign shall be construed to be a single display surface or device containing elements organized, related, and composed to form a single unit. In cases where material is displayed in a random or unconnected manner, or where there is reasonable doubt as to the intended relationship of such components, without organized relationship of such components, each component or element shall be considered to be a single sign.

A projecting or ground sign with sign surface on both sides of such sign shall be construed as a single sign, and the total area of such sign shall be the area computed on a single sign.

For purposes of this LDR, the term "sign" shall include all structural members. A sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. This definition shall not include bumper stickers on cars.

Within the sign definition are the following sign types:

(a) *Abandoned sign.* See "Discontinued sign."

(b) *Animated sign.* Any sign or part of a sign, including the advertising message, which changes physical position by any means of movement including, but not limited to, light projections, scrolling, fading, and flashing displays.

(c) *Awning sign.* A sign located on the vertical face of an awning~~.~~, painted onto or adhered to a marquee or awning type structure constructed of an open frame covered by fabric, vinyl, plastic, metal, or similar material. Awning sign shall include canopy sign.

(~~b~~d) *Banner signs.* A~~ny sign~~ temporary sign made of weather-resistant cloth or other light-weight material, intended to be hung, either with or without frames, possessing characters, letters, illustrations, or ornamentations applied to paper, plastic, or fabric of any kind, including such signs stretched across or hung over any public right-of-way. Flags shall not be considered banners for the purpose of the article.

(~~c~~e) *Beacon light sign.* Any sign or device which includes any light with one or more beams, capable of being directed in any direction or directions, or capable of being revolved automatically.

(~~d~~f) *Bench signs.* A sign located on any part of the surface of a bench or seat placed on a public right-of-way or other public area.

(~~e~~g) *Billboard:* An outdoor sign which advertises a firm, organization, goods, products, or services which are not located on the same premises as the sign, and that is sold, rented, owned, or leased for the display of advertising messages.

(~~f~~h) *Changeable copy sign:* A sign that is designed so that characters, letters, or illustrations can be changed or rearranged either manually or mechanically.

(i) *Discontinued sign.* Any sign located on a property or building that is vacated, no longer has a valid certificate of occupancy or business tax receipt, no longer has an active utility service account or displays a blank sign for a period of one hundred eighty days or longer shall be considered a discontinued sign.

(~~g~~j) *Electronic message center~~:~~.* A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix.

(k) *Exempt sign.* Signs as set forth within section 604.12 (c), which are exempt from certain requirements of this chapter.

(l) *Fading*. Fading refers to the gradual transition effect where one message, image, or background on an electronic reader board slowly becomes visible (fades in) or invisible (fades out), as opposed to a static message.

(m) *Feather sign, teardrop sign or feather flag*. A form of temporary sign composed of durable lightweight fabric with a sturdy frame enclosing only a portion of the material's edge so that it can remain upright and still be flexible in the breeze, generally shaped to be tall and narrow when affixed into the ground or other bottom support, affixed to a pole which is located outdoors and contains language for advertisement, greeting or similar messaging purposes, which is activated by the wind and is used by businesses or organizations to promote events, products or services.

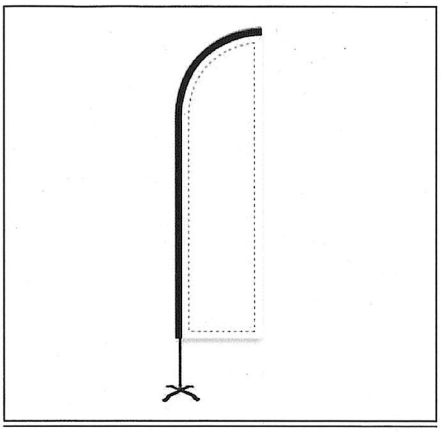


Figure 205.00.l

(~~h~~n) *Flag.* ~~A~~Typically, a rectangular or square device made of cloth, plastic, or natural or synthetic fabric, with or without characters, letters, illustrations, or ornamentation applied to the surface, typically attached to a pole on one side and ~~which is~~ designed to move in the wind on the opposite side. For purposes of this article, flags are defined separately from moving signs, feather signs, and banners.

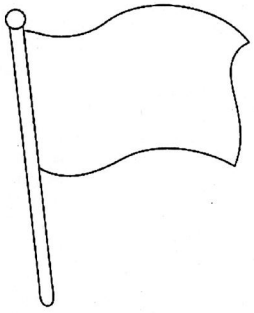


Figure 205.00.m

(~~i~~o) *Flashing sign.* Any sign with a ~~lighting device or devices which go on and off alternate-ly~~rapid, repeated appearance and disappearance of text, graphics, or background lighting on an electronic reader board or digital sign, creating a strobe-like or blinking effect as opposed to a static message. For the purposes of this code, any graphic or message on an electronic reader board that changes faster than once every eight seconds shall be considered a flashing sign.

(~~j~~p) *Ground sign, ~~or freestanding sign~~, or monument sign~~:~~.* A sign where the foundation and supporting structure are visually an integral part of the sign creating a continuous form from the ground to the top of the sign. A type of sign placed upon the ground independent of support from the face of a building that generally has greater width than height and typically constructed of a solid material such as wood, masonry or high-density urethane.

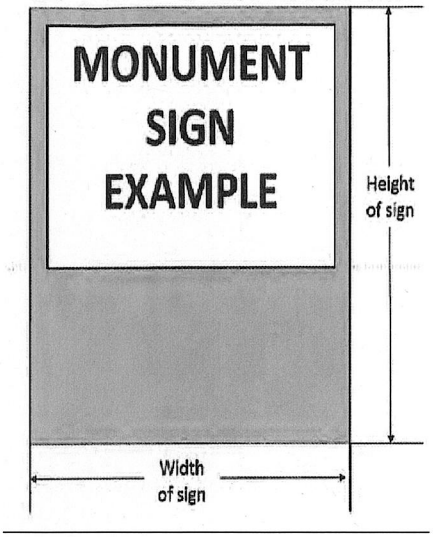


Figure 205.00.o

(~~k~~q) *Illuminated sign.* Any sign illuminated in any manner by an artificial light source.

(~~l~~r) *Integral sign.* Signs or tablets cut into any masonry surface or constructed of bronze or other non-combustible materials in the form of a plaque mounted on the side or face of a building, bench, or other permanent structure.

(~~m~~s) *Marquee sign.* Any projecting sign attached to and made a part of a marquee. A marquee is defined as a permanent roof-like or awning type structure projecting beyond and supported by a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed to provide protection against the weather.

(~~n~~t) *Moving sign:* A fluttering sign or a balloon type sign that is filled with air or a lighter than air gas, including wind operated devices. All balloons (including plastic or reusable balloons and balloon clusters, and all inflatables), dirigibles, airships, and kites located on, or tethered to, commercial property, or for the purpose of advertising a business or profession, are moving signs within the meaning of the land development regulations. The items enumerated in the preceding sentence are moving signs even if no advertising appears on the item. Dirigibles and airships at airports shall not be moving signs within the meaning of the land development regulations.

(~~o~~u) *Nonconforming sign.* Any sign which does not conform to the regulations of this Ordinance.

(~~p~~v) *Off-site sign:* Any sign located on property other than the premises to which the sign relates.

(~~q~~w) *Pennants* shall include the terms "ribbons" and "streamers" and shall mean pieces of cloth, flexible plastic, or other flexible material, intended to attract attention because of their bright colors and/or flapping caused by action of the wind, commonly strung in series along a line. This term includes a single pennant, ribbon, or streamer, or a series of such pennants, ribbons, or streamers, but shall not include flags as defined herein.

(~~r~~x) *Pole sign.* Any freestanding sign that does not meet the definition of ground or portable sign. These signs are composed of the sign cabinet or base and the sign pole or pylon by which it connects to the ground.

(~~s~~y) *Portable sign.* A sign that is mounted on a trailer or trailer-like chassis which is capable of being moved on wheels, legs, or skids as an entire unit, but is placed temporarily in one location as outlined in section 604.12. Signs pulled behind a vehicle for the purpose of mobile advertising are not considered portable signs (see trailer signs).

(~~t~~z) *Projecting sign.* Any sign other than a wall sign affixed to any building or wall, any edge of which, extends more than 12 inches beyond such building or wall.

(~~u~~aa) *Roof sign.* Any sign erected or constructed wholly upon and over the roof of any building and supported solely on the roof structure.

(bb) *Scrolling.* An action of horizontal or vertical movement of letters, text, or graphics across an electronic reader board or digital display, typically used to display information sequentially when it does not fit on a screen all at once. This motion creates a visual effect of content "rolling" into or out of view as opposed to a static message.

(~~v~~cc) *Shingle sign.* A projecting or wall sign not over one and one-half square feet in area.

(~~w~~dd) *Snipe sign.* Any sign of any material whatsoever ~~that is attached in any way to a utility pole, tree, or any object located or situated on public or private property, or any temporary sign placed in the right-of-way.~~ that is temporary, tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or to other objects. They are commonly placed in the ground with metal or plastic stakes. Snipe signs are also commonly seen in the public right-of-way or placed on private property near the public right-of-way.

(ee) *Static message.* Any message in the form of text, image, or graphic displayed on an electronic reader board that remains fixed and unchanging on the screen for a specified period, without any movement, animation, fading, or flashing effects.

(~~x~~ff) *Temporary sign.* ~~Any sign or advertising display intended for temporary use and designed and constructed in accordance with this intention.~~A sign intended to be displayed for a transitory or temporary period and not intended for use in a permanent nature. Any sign not permanently embedded in the ground or not affixed to a building or sign structure that is permanently embedded in the ground shall be considered a temporary sign, unless otherwise specified in this chapter. Temporary signs shall include, but not be limited to, all banners, yard signs, and feather signs regardless of how they may be affixed to a building or structure or embedded in the ground.

(~~y~~gg) *Trailer/mobile sign.* Any sign placed on a vehicle or on a trailer attached to a vehicle that projects more than one inch and that is displayed on public rights-of-way as a mobile sign, not intended to be permanent and not in compliance with the definition of portable sign or temporary sign.

(~~z~~hh) *Traveling lights sign.* Any sign which includes a series of lights, or lighting device, which appears to move or travel in automatic sequence on the display surface of the sign.

(~~aa~~ii) *Vintage sign.* Any sign 30 years old or older that is designated as such by the Historic New Smyrna Beach Preservation Commission.

(~~bb~~jj) *Wall sign.* Any sign containing one advertising surface other than a projecting sign that is attached to and erected parallel with the face of any building wall, any edge of which extends beyond such building wall.

(~~ee~~kk) *Window sign.* Any sign placed inside or upon a window facing the outside and which is intended to be seen from the exterior.

(ll) *Yard sign.* A portable, lightweight, temporary sign also known as lawn signs, bandit signs, placards, and road signs, among other names. They are temporary in nature, typically inserted into the ground with a metal frame and easily moved from one location to another.



Figure 205.00.ii

SECTION 2. ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VI, Development Design and Improvement Standards, Section 604.12, Signs, is hereby amended to read as follows: **(Note: Deletions from text are indicated by ~~strikeout~~, additions to text are indicated by underline, and omissions in text are indicated by [...].)**

ARTICLE VI. DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS

...

604.00 Required improvements.

...

604.12. *Signs.*

...

B. *Prohibited signs.* The following signs are prohibited in the City of New Smyrna Beach:

Beacon light signs.

Billboards.

Flashing signs.

Moving signs.

Off-site signs except exempt bench signs.

Pole signs, except as provided for in Sec. 604.12.G.(11).

Roof signs.

Snipe signs.

Trailer/mobile signs.

Traveling light signs.

Signs which in any way simulate or appear to simulate emergency vehicles, traffic control signs, or devices, or directional, informational, or warning signs erected or maintained by any public body, or any railroad, public utility, or similar body.

Private signs, whether temporary or permanent, placed on public property, except as expressly permitted by the appropriate public body.

Signs containing any statements, words, or pictures of an obscene nature, that is, which are utterly without redeeming social value as determined by the community standard prevailing in New Smyrna Beach and the immediate surrounding area.

Signs exceeding three square feet attached to passenger vehicles.

...

C. *Exemptions.* The following signs shall be exempt from the permitting requirements of this LDR:

Automobile vehicle wraps on currently registered vehicles.

Banners, for the promotion of a new business <u>opening</u> in a nonresidential zoning district for a time period not to exceed 45 consecutive days after receiving a Business Tax Receipt subject to the following conditions:

1. Maximum copy area: 32 square feet.

2. The banner sign may be hung on a wall or any other suitable location. The location of the sign shall not interfere in any way with the traffic or public safety of the citizens of the city, and the sign shall not violate any other applicable provisions of this LDR.

3. The banner signs shall not be considered in the computation of the number of signs allowed or the maximum allowable display area for a premises.

...

G. *Sign standards.* The following sign standards shall apply in the respective zoning districts as indicated below unless more stringent regulations are included within the LDR:

...

(6) ~~Temporary signs districts shall conform to the following:~~ Temporary signs, including banners, yard signs, <u>feather signs,</u> and other signs of nonpermanent construction, may be erected for temporary periods as follows:

a. Temporary signs, whether one or the maximum number allowed, may be displayed on any premises for a maximum of 100 days during any 12-month period. Where a use has two or more contiguous "premises" as defined in this LDR due to street frontage in excess of 250 feet, the combined premises shall be treated as one for this purpose.

b. In residential districts, a maximum of ten temporary signs may be displayed on each premises. No temporary sign shall exceed three square feet.

c. In nonresidential districts, temporary signs with a total sign area not exceeding 32 square feet for each 100 feet of street frontage or part thereof may be displayed on each premises. Temporary signs exceeding six square feet in area shall be set back five feet from the front property line and 25 feet from the side property line, and have a maximum height of ten feet. No temporary sign shall exceed 32 square feet.

d. Commercial buildings over 35 feet in height located in a B-6 Medical-Professional zoning district west of the Intracoastal Waterway may display temporary wall banners with a total wall banner area not exceeding 100 square feet for each 100 feet of street frontage. Temporary wall banners shall be allowed only on building facades that are set back at least 50 feet from the property line. No single temporary wall banner sign shall exceed 250 square feet in area. Temporary wall banners may be displayed on the premises for a maximum of 60 days during any 12-month period. A permit is required for these temporary wall banners and only one permit will be allowed in any 12-month period. The temporary wall banners provided for in this section 604.12G(6)d. are expressly prohibited for single or multi-family residential dwellings, hotels, motels, assisted living facilities, and condos.

e. In nonresidential districts, a maximum of two feather signs can be displayed on each premises for a total of 15 days during any 12-month period. Each feather sign shall be setback five feet from the front property line and 25 feet from side property lines.

(7) Signs located at bed and breakfast homes, adult living facilities, nursing homes, public and private schools, and private and semi-public clubs located within residentially-zoned areas and non-residential uses within the RA zoning district shall conform to the following:

a. Ground signs.

1. Maximum copy area: 32 square feet.

2. Maximum height: 8 feet.

3. Materials and illumination. Must utilize indirect lighting to illuminate only the sign face.

(8) Electronic message centers. Electronic message centers shall only be allowed in the B-3 and B-5 zoning districts. Electronic message center signs shall be prohibited east of U.S. 1, except for properties with direct frontage on the east side of U.S. 1, regardless of zoning. Electronic message centers may also be permitted in other locations through a public or semi-public use permit. Additionally, electronic message centers shall conform to the following requirements:

a. Minimum separation between electronic message center signs is 600 linear feet on the same side of the street unless approved by the planning manager based on visibility needs.

b. Electronic message center signs must not face property zoned for single-family residential uses.

c. Electronic message center signs shall be prohibited within local designated historic districts or national registered historic districts or facing a local designated historic district or a national registered historic district if the electronic message center sign will be within 200 feet of the historic district.

d. The maximum light emanation from an electronic message center sign shall be no greater than .3 foot-candles, measured 200 feet from the sign.

e. Every electronic message center shall be equipped with an automatic dimmer device.

f. All electronic message centers shall comply with the appropriate city sign and other regulations.

g. Any malfunctioning electronic message centers must be turned off or display a blank screen until repaired.

h. All electrical equipment shall be UL listed.

i. All power to an electronic message center shall be supplied via underground carrier, inside approved conduit, and shall be installed according to the city electrical requirements.

j. All electronic message centers shall be kept in good operating condition and maintained with good external appearance.

k. Electronic c~~C~~opy areas cannot change more than once every eight seconds.

l. Electronic copy areas cannot flash, scroll or display any type of motion or animation.

m. Electronic copy areas cannot exceed eight square feet regardless of the size overall size of the sign.

n. Electronic message centers and their copy areas are only permitted on ground or monument signs.

...

(11) Signs in the New Smyrna Beach National Register of Historic Places Historic District and the Coronado National Register of Historic Places Historic District. Signs in the New Smyrna Beach National Register of Historic Places Historic District and the Coronado National Register of Historic Places Historic District that meet all other signage regulations may additionally be of the following types:

a. Dual Pole Sign, up to six (6) feet in height and with a maximum copy area of 24 square feet, consisting of two structural poles supporting the copy area between the poles. (Figure 604.12.G.(12)a.)

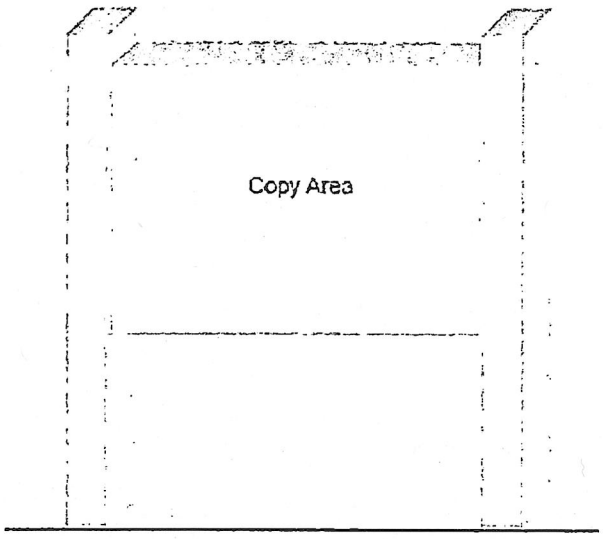


Figure 604.12.G.11.a.

b. Offset monopole sign, up to six (6) feet in height and a maximum copy area of 24 square feet, consisting of one structural pole with the copy area offset entirely to one side of the pole, either attached to the pole or a single horizontal cross-bar. (Figure 604.12.G.(12)b.)

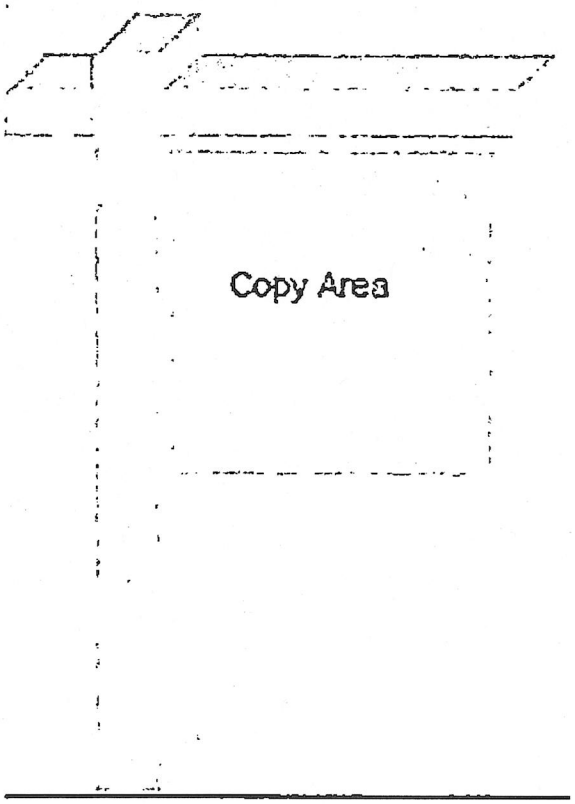


Figure 604.12.G.11.b.

H. *Non-conforming signs.*

(1) *Amortization of non-conforming signs.* Any existing sign which is in violation of this LDR, after the effective date of this LDR shall be deemed a non-conforming sign. Such signs may be continued subject to the following requirements:

a. No non-conforming sign shall be altered, moved, or changed in any way except in full compliance with the terms of this LDR. This provision shall not apply to the changing of temporary copy on changeable copy signs or the painting or altering of copy area to restore the original sign appearance.

b. The non-conforming sign provision shall apply to repairs necessary to maintain a sign, in good working order. The cost of such repairs may not exceed 25 percent of the cost of materials which would be necessary to construct, in all other respects, an identical conforming sign on the same site. Such costs shall be determined by the chief building official.

c. All existing, non-vintage designated pole signs ~~shall be removed by November 29, 2025. The~~ are subject to the following conditions ~~apply~~:

1. No face changes are permitted on existing non-vintage designated pole signs after November 29, 2023.

2. Existing non-vintage designated pole signs shall be removed after November 29, 2024, for any change of use, ~~activation of a terminated use~~, change of tenant, ~~or~~ change of ownership, or if it is a discontinued sign. ~~Face changeouts for pole signs shall be permitted prior to November 29, 2023, provided the replacement complies with subsection "d" below and provided the pole sign is replaced with a conforming sign by November 29,2025.~~

d. Notwithstanding the time periods for amortization of non-conforming signs set out above, no non-conforming sign of any kind or type shall be allowed to remain if:

1. The sign is determined to be structurally unsound.

2. Cosmetic changes to the sign are valued in excess of 25 percent of the cost of materials that would be necessary to construct a sign identical to the non-conforming sign.

3. Repairs required to keep the sign in good working order exceed 25 percent of the cost of materials that would be necessary to construct a sign identical to the nonconforming sign.

e. Notwithstanding any other provision in this LDR, if any nonconforming sign, other than a pole sign, is destroyed by more than 50 percent of its replacement value, through an accident, act of God, or intentional act not caused by the person responsible for said sign, then the sign may be reconstructed and rebuilt and utilized for the balance of the amortization period then left.

...

SECTION 3: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Land Development Regulations. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or such other word or phrase in order to accomplish such intention.

SECTION 4: ***Public Hearing***. That a public hearing considering the adoption of this ordinance was held August 26, 2025, at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida after notice is found to comply with §166.041(3)(a), F.S.

SECTION 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 6: ***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 take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/6/2025

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

ORDINANCE NO. 43-25: CONDUCT A SECOND READING AND PUBLIC HEARING, WHICH, IF ADOPTED, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO VPL LOGISTICS, LLC.

August 26, 2025

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 VPL Logistics LLC Non-Exclusive Franchise Ordinance application form and applicable attachments. VPL Logistics LLC meets all the requirements and staff is proposing that such a franchise agreement be issued to VPL Logistics LLC.

Findings:

Staff recommends granting a non-exclusive franchise agreement for construction and demolition removal services VPL Logistics LLC via approval of Ordinance No. 43-25 with first reading on August 12, 2025, and scheduling of second reading and public hearing for August 26, 2025.

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:

VPL Logistics LLC.pdf
Business Impact Estimate - Ord 43-25 Non-Exclusive Franchise - VPL Logistics LLC.pdf
Ord 43-25 Non Exclusive Franchise - VPL Logistics LLC.pdf

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below

Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

Date: 06/23/25

Applicant Name: Pedro Lopez-Alvarez

Business Name: VPL Logistics, LLC DBA Baldino Dumpsters

Address: 1241 Produce Alley
DeLand, FL 32724

Telephone: 386-450-0539 Fax: _____ E-Mail: vpllogisticsllc@gmail.com

1. Attach copy of Current State License for Disposal Site

Proposed Disposal Site(s): Tomoka 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: Next First Insurance Agency, Inc.

Address: P.O. Box 60787
Palo Alto, CA 94306

Policy Number: NXT 9725LVPJ-00-GL

Applicant's Signature: Pedro

Applicant's printed name: Pedro Lopez-Alvarez

Applicant's Title: CEO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2025

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
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 **FAX (A/C, No):**
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
VPL Logistics LLC
413 River Dr
Debary, FL 32713

COVERAGES **CERTIFICATE NUMBER:** 759637280 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NXT97LV7PJ-00-GL	04/24/2025	04/24/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is New Smyrna Beach. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. NEXT will endeavor to provide this Certificate Holder with written notice of cancellation 30 days in advance for any of the following policies: General Liability. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER
New Smyrna Beach
210 Sams Ave
New Smyrna Beach, FL 32168

LIVE CERTIFICATE
Click or scan to view

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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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 43-25 Non-Exclusive Franchise - VPL Logistics LLC

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. 43-25 authorizes VPL Logistics LLC 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, VPL Logistics LLC

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. 43-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH GRANTING A NON-EXCLUSIVE FRANCHISE TO VPL LOGISTICS LLC, TO PROVIDE CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL SERVICES WITHIN THE CITY OF NEW SMYRNA BEACH; OUTLINING FRANCHISEE'S DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms or entities (Service) within the City of New Smyrna Beach (City) with the use of "roll-off" containers; and

WHEREAS, VPL Logistics LLC, a Florida Limited Liability Company (Franchisee), represents that it has the necessary equipment, personnel and experience to properly perform the Service; and

WHEREAS, the City Commission deems that it is in the best interest of the citizens of New Smyrna Beach to award VPL Logistics LLC, a nonexclusive right and franchise to provide the service within the City limits upon the terms and conditions recited below.

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

SECTION 1: ***Award of Non-Exclusive Franchise.*** The City of New Smyrna Beach hereby awards VPL Logistics LLC, a nonexclusive right and franchise to provide roll-off service within the City limits upon the terms and conditions recited below. ***This Franchise shall not become effective until this ordinance and franchise agreement is accepted in writing by, VPL Logistics LLC.***

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 Maintenance Operations Director or his designee prior to or within one (1) week (7 calendar days) of the placement of the Container for Service. For each Container placed on public property for service without a contract having been submitted to the Maintenance Operations Director by Franchisee, a thirty dollar ($30.00) inspection and administration late fee shall be paid by Franchisee to the City. The Contract shall not exceed the term of the Franchise.

Franchisee agrees to provide the Maintenance Operations Director with the location of its Containers and the name and address of and number of pickups to be made for each of the Entities. Franchisee also recognizes that any contract between Franchisee and the Entities has no effect whatsoever upon the City's decision to grant the Franchise, or any renewal decision made thereafter. If the Maintenance Operations Director disapproves a contract for containers placed on public property and the subject Container remains in service more than forty-eight (48) hours after telephone or written notice by the City to Franchisee to remove the Container, or if any Container should remain in service at any location more than forty-eight (48) hours after telephone or written notice from the City to Franchisee to remove the Container, then, in either or both cases, Franchisee shall pay the City fifty dollars ($50.00) per day until the Container is removed.

C. Franchisee shall provide the equipment and frequency of service as needed by the Entities and as approved by the Maintenance Operations Director.

D. All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the Containers agreed upon between Franchisee and the Entities shall be set forth in the Contract between Franchisee and the Entities and approved by the Maintenance Operations Director pursuant to this section.

SECTION 4: ***Payments.***

A. Franchisee shall pay the City twenty dollars ($20.00) for each Container pickup. The charge shall be paid monthly and shall be based upon the number of Container pickups by Franchisee from the Entities during the preceding month.

B. Franchisee shall furnish the Maintenance Operations Director with an original and one (1) copy of an annual report on or before the forty-fifth (45th) day following Franchisee's fiscal year end. The report date shall be submitted to the Maintenance Operations Director on the date of Franchisee's acceptance of this Franchise, and the report shall be prepared in accordance with generally accepted auditing standards. The report shall reflect the accuracy of Franchisee's payments to the City as defined in this ordinance, and shall ensure and include, but not be limited to, the following:

(1) all City accounts are properly coded to reflect charges accrued to the City;
(2) the number of City-related Container pickups are correctly reported to the City;
(3) all City payments are correctly computed and remitted to the City on a timely basis, or the interest-payment provision of Subsection C, below, shall apply.

During the term of this Franchise and its renewal, Franchisee shall make its records available to the City at all reasonable times. Failure to furnish the City with the report shall be considered a material breach of this Franchise, and the City shall be entitled to terminate this Franchise and to collect any damages resulting therefrom.

C. Franchisee shall have the sole responsibility for the billing and collection of all charges described herein. Billings shall be monthly and payable on or before the fifteenth (15th) day of the succeeding month. In the event bills are not paid within this time, Franchisee shall have the right (provided that Franchisee may otherwise legally do so) to discontinue all Services for nonpayment.

All statements of fees and charges by Franchisee, and the remittance thereof, shall be submitted to the City Finance Director on or before the fifteenth (15th) day following Franchisee's fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of Container pickups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this Franchise and shall allow the City to terminate the Franchise as may be further provided in Section 10 below.

SECTION 5: ***Term.***

A. The term of this Franchise shall commence on the date of adoption of this ordinance and end three (3) years upon approval of both parties after adoption of this ordinance. An

acceptance of the provisions, conditions and stipulations of this Franchise shall: (1) be in writing; (2) contain Franchisee's local address; and (3) be filed with the City Clerk within fifteen (15) days of the adoption of this Franchise.

B. The term may be extended for an additional one (1) year, upon approval of both parties, by written notice not less than thirty (30) days prior to the expiration of the current term.

SECTION 6: ***Default.*** In the event Franchisee fails to provide adequate Services to the Entities by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ordinance (as determined solely by the City), the City may, at its sole option, terminate this Franchise (Option I), or take over the roll-off services (Option II), or both of these options. In the event the City chooses Option II, it shall receive all charge amounts regardless of the amounts normally retained by Franchisee.

SECTION 7: ***Default by Other Franchisees.*** In the event that other Franchisees default or otherwise fail to provide adequate Services (in the sole determination of the City), and the City chooses Option II as provided in Section 6 above, Franchisee agrees, if requested by the City, to provide the Services or temporary Services, or both of these types of Service, if Franchisee may reasonably do so, given: (1) Franchisee's equipment and schedule; and (2) that a reasonable price can be determined by Franchisee, the City and the entity for the Service's undertaking and completion.

SECTION 8: ***Liability.***

A. The privileges herein are granted upon the express condition that Franchisee shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the Services during the term of this Franchise. Should the City be sued therefrom, Franchisee shall be notified of and have the duty to defend such suit, provided, however, that the City has the sole option (Option III) to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to Franchisee. Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees on appeal.

B. The attorneys chosen by Franchisee to represent the City in any suit concerning matters included within this section shall be approved by the City unless the City chooses to represent itself as defined above. Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (including costs and attorney's fees, and costs and attorney's fees on appeal), of any kind or nature, arising out of, resulting from, or in any way connected with Franchisee's activities permitted under this Franchise.

C. Franchisee further agrees to purchase public liability and property damage insurance in the amount of $1,000,000 (per accident, public liability), and $250,000 (property damage), and naming the City as an additional insured under the policy. The policy must provide that the City shall be given thirty (30) days' written notice prior to cancellation or modification, and a copy of the policy (or a certificate of insurance) shall be filed with the City Clerk on or before the effective date of this Franchise and on or before the effective date of each policy renewal period.

SECTION 9: ***Licenses.*** Franchisee shall, at its sole expense, procure from all local, state and federal governmental and agency authorities (having jurisdiction over the operations of Franchisee) all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Franchisee's operations. Franchisee shall pay all taxes, and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations, gross receipts, or all or any combination of these assets, and upon this Franchise and the rights and privileges granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

SECTION 10: ***Termination.*** The privileges granted herein to the Franchisee may be terminated by the City prior to the expiration of the term if 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 Maintenance Operations Director shall notify Franchisee in writing of such failure, and Franchisee shall have thirty (30) days from the receipt of such notice to correct the condition giving rise to such notice. If the correction is not made to the Maintenance Operations Director's satisfaction within the period, the Maintenance Operations Director shall give written notice to Franchisee that the privileges granted herein are terminated as of the date of such notice.

B. If and when Franchisee shall liquidate, dissolve or sell substantially all of its assets.

C. If and when there is a transfer of fifty percent (50%) or more of Franchisee's voting stock which results in a change in Franchisee's control.

D. If and when Franchisee becomes insolvent or makes a general assignment for the benefit of its creditors, or if an action or petition is filed by or against Franchisee under any part of the Federal Bankruptcy Act or other law relating to the alleged insolvency of Franchisee, and such action or petition is not dismissed within thirty (30) days of the date of its filing.

In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the Franchisee to the City accruing thereby, and any liability of Franchisee to the City arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the City without further notice.

SECTION 11: ***Notices.*** All notices herein required to be given by the City to Franchisee, except where specifically provided otherwise, may be effected either by hand delivery to any Franchisee employee, or by United States mail (postage prepaid), addressed to Franchisee at its last-known business address. All notices required to be given to the City shall be given to both the Maintenance Operations Director and the City Clerk either by hand delivery or by United States mail (postage prepaid), addressed to the Maintenance Operations Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, and the City Clerk, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

SECTION 12: ***Remedies, Attorney's Fees and Costs.*** All remedies provided in this Franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay the City's costs, and any and all attorney's fees thereafter charged to the City.

SECTION 13: ***Equipment.***

A. Franchisee agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of this Franchise, to insure that Franchisee shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities and conditions required under this ordinance.

B. All trucks utilized by Franchisee and all Containers owned or leased by Franchisee shall be prominently identified on both the left and right sides with Franchisee's name in letters not less than six inches (6") in height, and Franchisee's business telephone number in numbers not less than three inches (3") in height, either painted on or attached by signs to such trucks and Containers.

C. All of Franchisee's trucks, containers and equipment shall conform to all City safety and sanitation requirements for refuse-collection vehicles, and the equipment must be approved by the Maintenance Operations Director. Franchisee specifically agrees that the Maintenance Operations Director shall have the right to inspect the trucks or the equipment, or both of these items, at all reasonable times and after having endeavored to give reasonable written or oral notice that such an inspection shall take place.

SECTION 14: ***Nonassignability.*** This Franchise shall not be assignable by Franchisee without the prior written consent of the City Commission as evidenced by an ordinance authorizing and approving such an assignment.

SECTION 15: ***Effective Area.*** This Franchise shall be effective within the City's corporate limits as they may from time to time exist.

SECTION 16: ***Hours of Operation***. The hours of operation for the Franchise shall be weekdays and Saturdays from 7:00 a.m. to 7:00 p.m. The Franchise shall not provide Service on Sundays.

SECTION 17: ***Headings.*** The paragraph headings of this Franchise are for purposes of convenience only and shall not be deemed to expand or limit the provisions contained in such paragraphs or sections.

SECTION 18: ***Warranty of Franchisee.*** Franchisee represents and warrants to the City that no appointed or elected City official, officer, employee or agent has any interest, either directly or indirectly, in the business of Franchisee to be conducted herein.

SECTION 19: ***Noncompliance.*** If Franchisee shall at any time fail to comply with any of the provisions of this Franchise (unless such failure is beyond Franchisee's control because of matters deemed to be an act of God), the City, after thirty (30) days' written notice to Franchisee, may revoke this Franchise and render it void and of no further effect.

SECTION 20: ***Amendment.*** The City reserves the right to amend this Franchise at any time, and in any manner that the City deems necessary for the health, safety or welfare of the public. The City also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing Franchisee's operations herein, including, but not limited to, hours and frequency of Container pickup. These rules may be issued through the Maintenance Operations Director, the City Manager or his/her designee, and they need not be memorialized in an ordinance revision or other formal action by the City Commission, the City Commission's approval of this ordinance being an approval that the regulations should be so issued.

SECTION 21: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held August 26, 2025, 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: 8/5/2025

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 43-25 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved, and agreed to this _____ day of _____, 2025.

VPL LOGISTICS LLC, A Florida Limited Liability Company

By:

_____

Printed Name: _____

Title: _____

ATTEST:

_____

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ and _____, as _____ and _____ respectively, of **VPL LOGISTICS LLC**, a Florida limited liability company, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

_____

(Notary Seal or Stamp) Notary Public

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

ORDINANCE NO. 44-25: CONDUCT A SECOND READING AND PUBLIC HEARING, WHICH, IF ADOPTED, WOULD REPEAL ORDINANCE NO. 07-25 AND ADOPT A NEW ORDINANCE ADOPTING A REVISED BOATING-RESTRICTED AREA WITHIN 500 FEET OF A SEWAGE PUMP OUT STATION NEAR YACHT CLUB ISLAND.

August 26, 2025

Background:

The New Smyrna Yacht Club received State Legislative approval to allow the City to designate a section of the Intercoastal Waterway (ICW) as a boating-restricted area due to its proximity to a sewage pump out station. City Commission approved Ordinance 07-25 on February 25, 2025, to establish the Zone based upon a single point pump out station. Since that time, it has been determined that the Zone approved will not have the desired protective effect. The Yacht Club has agreed to install a 2nd pump out location to enable the City to expand the Zone. The proposed Ordinance will establish the 2nd Zone allowing the Sign installation to proceed and provide the needed safety to the Club's docks. The proposed boating-restricted area is adjacent to the Yacht Club's shoreline and will extend across the width of the ICW. Upon approval of the Ordinance, the Yacht Club will continue with the necessary engineering and permits to have signage installed.

Staff finds the certification of this boating-restricted area is appropriate to maintain public safety within the designated area. Staff recommends approval.

Fiscal Analysis:
No cash cost to the City.

Strategic Plan Item:
No

Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

Business Impact Estimate - Ord 44-25 Repealing and Replacing Ord 07-25 No Wake Zone.pdf
Ord 44-25 Repealing and Replacing Ord 07-25 No Wake Zone.pdf

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 44-25 Repealing and Replacing ORD 07-25 Establishing a boating-restricted area.

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. 44-25 repeals Ordinance No. 07-25, and replaces the ordinance to establish a new idle speed, no wake boating restricted area with 500 feet of a pump out station near Yacht Club Island.

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):

N/A

ORDINANCE NO. 44-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REPEALING AND REPLACING ORDINANCE NO. 07-25; AMENDING THE CODE OF ORDINANCES, CHAPTER 90, WATERWAYS, SECTION 90-155, ESTABLISHMENT OF SPECIAL SLOW SPEED MINIMUM WAKE ZONES AND SPECIAL IDLE SPEED NO WAKE ZONES ON INDIAN RIVER NORTH, TO ESTABLISH AN IDLE SPEED, NO WAKE BOATING-RESTRICTED AREA WITHIN 500 FEET OF A PUMP OUT STATION NEAR YACHT CLUB ISLAND; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City adopted Ordinance No. 07-25, establishing a special slow speed minimum wake zone and special idle speed no wake zone on a certain portion of the Indian River located within 500 feet of a pump out station near Yacht Club Island; and

WHEREAS, The Smyrna Yacht Club has added additional sewage pump out equipment in the area necessitating an expansion to the previously adopted special boating restricted area, consistent with Florida Statute §327.46(1)(b); and

WHEREAS, the City Commission deems it in the best interests of the public health, safety, and welfare of the citizens of the City of New Smyrna Beach to repeal Ordinance No. 07-25, and replace it with this ordinance, 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: ***Repeal.*** That Ordinance No. 07-25, adopted by the City Commission of the City of New Smyrna Beach on February 25, 2025, amending City Code Section 90-155 to establish a boating-restricted area within 500 feet of a sewage pump out station near Yacht Club Island, is hereby repealed in its entirety.

SECTION 2: ***Amendment.*** That New Smyrna Beach Code of Ordinances Chapter 90, Waterways, Section 90-155, Establishment of special slow speed minimum wake zones and special idle speed no wake zones on Indian River north, is hereby amended to read as follows: **(Note: Omissions from text are indicated by [. . .], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

CHAPTER 90 – WATERWAYS

Sec. 90-155. Establishment of special slow speed minimum wake zones and special idle speed no wake zones on Indian River north.

Slow speed or Slow Speed Minimum ~~Idle speed no wake and idle speed zones.~~

Pursuant to Florida Administrative Code Chapter 68D-23.103, Slow Speed ~~"idle speed no wake"~~ and "Slow Speed Minimum Wake" ~~"idle speed"~~ may be used interchangeably and mean that a vessel must be fully off plane and completely settled into the water. The vessel must then proceed at a speed which is reasonable and prudent under the prevailing circumstances so as to avoid the creation of an excessive wake or other hazardous condition which endangers or is likely to endanger other vessels or other persons using the waterway. At no time is any vessel required to proceed so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that it has under tow. A vessel that is:

A. Operating on plane is not proceeding at this speed,

B. In the process of coming off plane and settling into the water or coming up onto plane is not proceeding at this speed,

C. Operating at a speed that creates a wake which unreasonably or unnecessarily endangers other vessel or other persons using the waterways, or is likely to do so, is not proceeding at this speed,

D. Completely off plane and which has fully settled into the water and is proceeding at a reasonable and prudent speed with little or no wake is proceeding at this speed.

(2) The following described waterways or portion of waterways are hereby established as idle speed no wake zones within 500 feet of a septic pump out station: A boating safety zone from shoreline to shoreline within the Indian River North, which encompasses the area 500 feet north and south of a line drawn east to west on the waterway, that passes through a point at longitude -80.91280, latitude 29.01279 depicted on Exhibit "A" as Point "A"; and a boating safety zone from shoreline to shoreline within the Indian River North, which encompasses the area 500 feet north and south of a line drawn east to west on the waterway, that passes through a point at longitude -80.91351, latitude 29.01396 depicted on Exhibit "A" as Point "B".

~~proceed at a speed no greater than that which will maintain steerageway and headway. At no time is any vessel required to proceed so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that it has under tow.~~

~~(2) The following described waterways or portions of waterways are hereby established as idle speed no wake zones within 300 feet of a narrow bend/blind corner:~~

~~a. A boating safety zone from shoreline to shoreline, within the Indian River North, which encompasses the area 300 feet north and south of a line drawn east to west on the waterway, that passes through a point at longitude 80.9164° N, latitude 29.0176° W depicted on attached Exhibit "A" as Point "A."~~

~~(3) The following described waterways or portions of waterways are hereby established as idle speed no wake zones within 300 feet of a narrow bend/blind corner:~~

~~a. A boating safety zone from shoreline to shoreline, within the Indian River North, which encompasses the area 300 feet north and south of a line drawn east to west on the waterway, that passes through a point at longitude 80.9135° N, latitude 29.0122° W depicted on attached Exhibit "A" as Point "B."~~

~~(4) The following described waterways or portions of waterways are hereby established as idle speed no wake zones within 300 feet of a narrow bend/blind corner:~~

~~a. A boating safety zone from shoreline to shoreline, within the Indian River North, which encompasses the area 300 feet north and south of a line drawn east to west on the waterway, that passes through a point at longitude 80.9084° N, latitude 29.0097° W depicted on attached Exhibit "A" as Point "C."~~

~~(5) The following described waterways or portions of waterways are hereby established as idle speed no wake zones within 300 feet of a narrow bend/blind corner:~~

~~a. A boating safety zone from shoreline to shoreline, within the Indian River North, which encompasses the area 300 feet north and south of a line drawn east to west on the waterway, that passes through a point at longitude 80.9080° N, latitude 29.0091° W depicted on attached Exhibit "A" as Point "D."~~

~~(6) The following described waterways or portions of waterways are hereby established as idle speed no wake zones within 300 feet of a narrow bend/blind corner:~~

~~a. A boating safety zone from shoreline to shoreline, within the Indian River North, which encompasses the area 300 feet north and south of a line drawn east to west on the waterway, that passes through a point at longitude 80.9056° N, latitude 29.0082° W depicted on attached Exhibit "A" as Point "E."~~

~~(7) The following described waterways or portions of waterways are hereby established as idle speed no wake zones within 300 feet of a narrow bend/blind corner:~~

~~a. A boating safety zone from shoreline to shoreline, within the Indian River North, which encompasses the area 300 feet north and south of a line drawn east to west on the waterway, that passes through a point at longitude 80.9054° N, latitude 29.0048° W depicted on attached Exhibit "A" as Point "F."~~

~~(8) The following described waterways or portions of waterways are hereby established as idle speed no wake zones:~~

~~The "gaps" from the southernmost portion of the northernmost boating safety zone located at longitude 80.9164° N, latitude 29.0176° W depicted on attached Exhibit "A" as Point "A," to the northernmost portion of the southernmost boating safety zone located at longitude 80.9054° N, latitude 29.0048° W depicted on attached Exhibit "A" as Point "F."~~

SECTION 3: ***Codification.*** Following adoption of this ordinance, the city clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinance. Municipal Code Corporation's usual and customary fee for said

codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the code of Ordnance of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumber, re-lettered, and the word "ordinance" may be changed to "sections, "article," or such other word or phrase in order to accomplish such intention.

SECTION 4: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on August 26, 2025, in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 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 take effect immediately upon its final adoption.

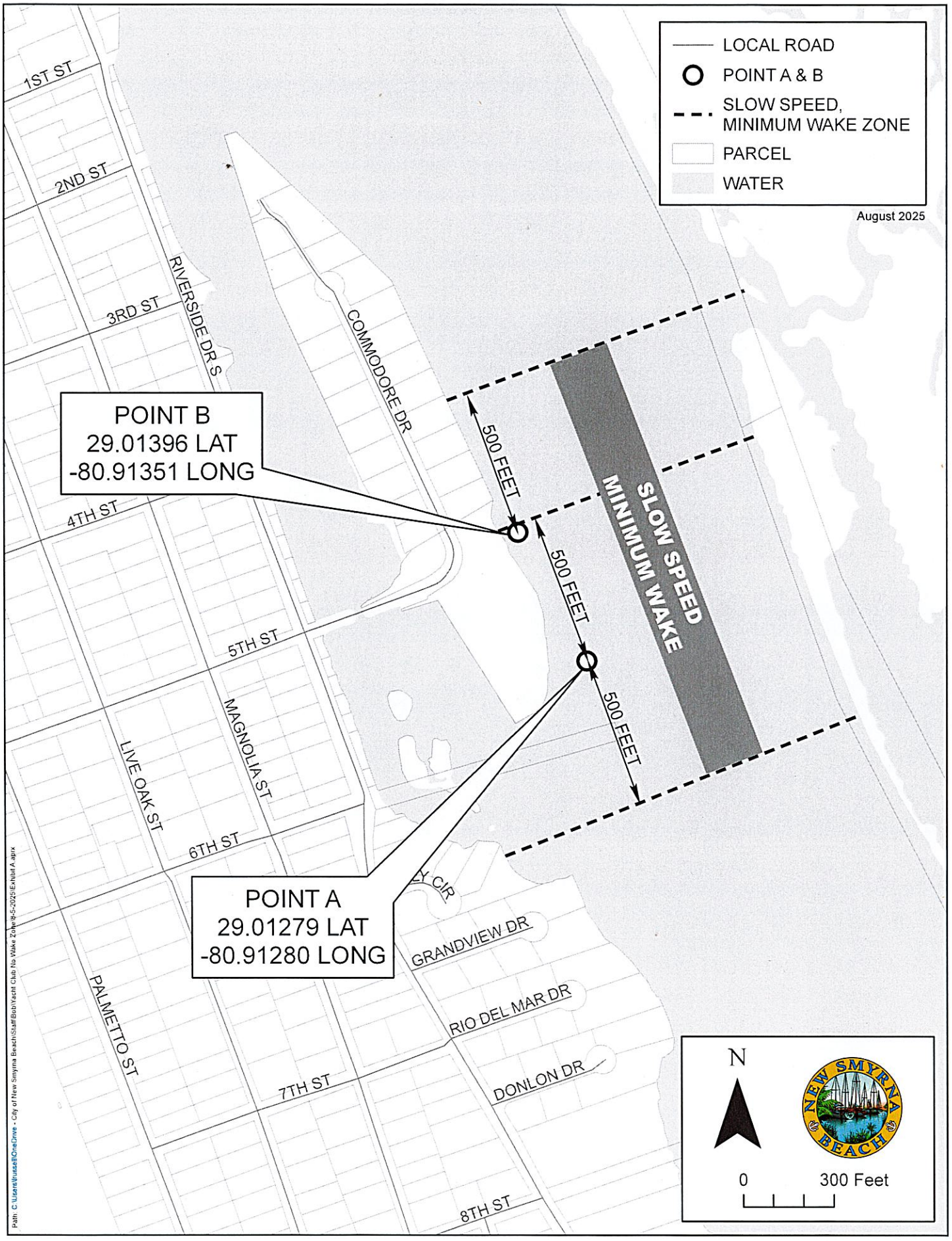
APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/6/2025

EXHIBIT A


LOCAL ROAD
POINT A & B
SLOW SPEED, MINIMUM WAKE ZONE
PARCEL
WATER
August 2025
1ST ST
2ND ST
3RD ST
4TH ST
5TH ST
6TH ST
7TH ST
8TH ST
RIVERSIDE DR S
COMMODORE DR
LIVE OAK ST
MAGNOLIA ST
PALMETTO ST
GRANDVIEW DR
RIO DEL MAR DR
DONLON DR
CT CIR
POINT B
29.01396 LAT
-80.91351 LONG
POINT A
29.01279 LAT
-80.91280 LONG
500 FEET
500 FEET
500 FEET
SLOW SPEED
MINIMUM WAKE
N
0
300 Feet
NEW SMYRNA BEACH
Path: C:\Users\rlussell\OneDrive - City of New Smyrna Beach\Staff\Bob\Yacht Club No Wake Zone\8-5-2025\Exhibit A.aprx

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

ORDINANCE NO. 53-25 : CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON THE SECOND READING AND PUBLIC HEARING, WOULD REVISE CHARGES FOR HOUSEHOLD AND COMMERCIAL SOLID WASTE.

August 26, 2025

Background:

On June 27th, 2023 Commission voted to approve Ordinance 33-23 which states that each year the charges for the collection of refuse, recyclables, and rental of mechanical containers will increase by either 4% or equal to the CPI, whichever is greater. This is to inform Commission that the CPI for this past year was 5.39%, therefore the new rate for homeowner resident cost will go from $25.95 to $27.35 per month for solid waste. As stated in the meeting on June 27th, 2023, this increase will ensure that the Sanitation Fund will operate in the positive for FY26 and will provide a funding source for operations of the Solid Waste Division moving forward. Attached please find the new rates.

Fiscal Analysis:

FY26 Annual Budget Sanitation Fund Per Section 166.041(4)(c), no fiscal impact statement is required because this is a revenue source necessary to fund the budget.

Strategic Plan Item:

No

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

Attachments:

ORD 53-25 Solid Waste Rate Adjustment.pdf
Business Impact Estimate - Ord 53-25 Residential and Commercial Solid Waste Rate Adjustment.pdf

ORDINANCE NO. 53-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING ORDINANCE NO. 49-24, TO REVISE USER CHARGES FOR THE COLLECTION OF GARBAGE AND HOUSEHOLD TRASH, YARD TRASH, AND HOUSEHOLD RECEPTACLES; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a contractual agreement with Waste Pro of Florida Inc., for the collection and disposal of residential and commercial solid waste, vegetative yard waste and bulk waste for the City; and

WHEREAS, the City's disposal costs ("tipping fees") have increased over the past several years; and

WHEREAS, the City needs to increase the customer share cost in order to operate at a positive cash flow level.

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

SECTION 1: That Ordinance No. 49-24, Section 1, is hereby further amended as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by strikethrough and additions to text are indicated by underline.)**

Residential User Charges. The owner or occupant of any residential unit or structure, which shall include all single-family residences, apartments or multifamily units, condominiums, timeshares, cooperative apartments, and mobile and other manufactured homes shall pay the following user charges for the services described below:

Twice a week collection of garbage and household trash and once a week vegetable garden and yard trash and household recyclable collection	~~$25.95~~$27.35 monthly

SECTION 2: That Ordinance No. 49-24, Section 2, is hereby further amended as follows:

Commercial User Charges. The owner or occupant of any commercial business, industrial or governmental premise which is not classified as residential or excluded under the terms of the refuse contract as determined by the City Manager shall pay the following user charges as described below:

Collection from Mechanical Containers (Dumpsters) per cubic yard, per pick up per week including container rental (no recycling)	~~$10.46~~ $11.02
90 gallon toter twice a week including toter rental (no recycling)	~~$43.16~~ $45.49 monthly
ADD'L toter twice a week (no recycling)	~~$58.97~~ $62.15 monthly
2 add'l toter twice a week (no recycling)	~~$74.79~~ $78.82 monthly
Front Load 2 YD twice a week (no recycling)	~~$181.22~~ $190.99 monthly
Front Load 2 YD three times a week (no recycling)	~~$271.85~~ $286.50 monthly
Front Load 2 YD four times a week (no recycling)	~~$362.46~~ $382.00 monthly
Front Load 2 YD five times a week (no recycling)	~~$453.07~~ $477.49 monthly
Front Load 2 YD six times a week (no recycling)	~~$543.68~~ $572.98 monthly
Front Load 4 YD twice a week (no recycling)	~~$362.46~~ $382.00 monthly
Front Load 4 YD three times a week (no recycling)	~~$543.68~~$572.98 monthly
Front Load 4 YD four times a week (no recycling)	~~$724.90~~ $763.97 monthly
Front Load 4 YD five times a week (no recycling)	~~$906.13~~ $954.97 monthly
Front Load 4 YD six times a week (no recycling)	~~$1,087.36~~ $1,145.97 monthly
Front Load 6 YD twice a week (no recycling)	~~$543.68~~ $572.98 monthly
Front Load 6 YD three times a week (no recycling)	~~$815.52~~ $859.48 monthly

Front Load 6 YD four times a week (no recycling)	~~$1,087.36~~ $1,145.97 monthly
Front Load 6 YD five times a week (no recycling)	~~$1,359.21~~ $1,432.47 monthly
Front Load 6 YD six times a week (no recycling)	~~$1,631.04~~$1,718.95 monthly
Front Load 8 YD twice a week (no recycling)	~~$724.90~~ $763.97 monthly
Front Load 8 YD three times a week (no recycling)	~~$1,087.36~~$1,145.97 monthly
Front Load 8 YD four times a week (no recycling)	~~$1,449.83~~$1,527.98 monthly
Front Load 8 YD five times a week (no recycling)	~~$1,812.28~~$1,909.96 monthly
Front Load 8 YD six times a week (no recycling)	~~$2,137.16~~ $2,252.35 monthly

SECTION 3: ***Effective Dates of Rates.*** The rates in Sections 1 and 2 above shall apply to all bills dated October 1, 2025, through September 30, 2026. Thereafter, all rate adjustments shall be in accordance with the applicable contract, and kept and maintained by the City Finance Department. An ordinance need not be adopted so long as the rates charged are consistent with the contract terms.

SECTION 4: ***Public Hearing***. That public hearing considering the adoption of this ordinance held September 9, 2025 in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, Florida, after notice is found to comply with §166.041(3)(a) F.S.

SECTION 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 7. ***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 6: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 7: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/20/2025

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 53-25 Residential and Commercial Solid Waste Rate Adjustment

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 53-25 revise charges for residential and commercial solid waste rates.

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):

N/A

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

HISTORIC PRESERVATION COMMISSION: CONSIDER THE APPOINTMENT TWO (2) CITIZENS TO FILL TWO UNFULFILLED VACANCIES THAT ARE SET TO EXPIRE ON MAY 14, 2026, AND MAY 14, 2027 AND THE RE-APPOINTMENT OF ONE (1) CITIZEN TO SERVE WITH TERMS, EXPIRING ON MAY 14, 2028.

August 26, 2025

Background:

The Historic Preservation Commission consists of seven (7) members appointed by and serving at the pleasure of the City Commission for three-year terms. All members must be residents of New Smyrna Beach.

Whenever possible, members should be professionals in fields such as architecture, history, architectural history, archaeology, or related disciplines like urban planning, American studies, American civilization, cultural geography, or cultural anthropology. The remaining seats may be filled by laypersons who have a demonstrated interest, experience, or knowledge in any of these areas.

The Commission is responsible for:

- Recommending the designation of historic districts, landmarks, and sites;
- Advising on matters related to historic preservation;
- Coordinating preservation efforts with federal, state, and county governments, as well as other city departments.

Meetings are held quarterly at 5:30 p.m. in the City Commission Chambers.

Findings:

There are currently three (3) vacancies on the Historic Preservation Commission. Each term lasts three years, and there are no term limits.

The City Clerk's Office has received applications from the following New Smyrna Beach residents who wish to be considered for appointment:

- **Aniju Varughese** – 2500 State Road 44
- **Carl Scharwath** – 2949 Meleto Boulevard
- **Dianne Bean** – 304 Cedar Avenue
- **Jana Caswell** – 1104 North Peninsula Avenue
- **John Caldwell** – 713 Phyllis Avenue
- **Katie Kaufman** – 402 Faulkner Street *(Ms. Kaufman has completed one term and is seeking reappointment)*
- **Kyle Sawchuk** – 837 Dougherty Street
- **Susanne Jones** – 2688 Sicily Drive

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Aniju Varghese.pdf
Dianne Bean.pdf
Jana Caswell.pdf
John Caldwell.pdf
Katie Kaufman.pdf
Kyle Sawchuk.pdf
Susanne Jones.pdf
HPC Board Roster 08.18.2025.pdf

Boards & Commissions Application

Profile

Aniju
First Name

Varughese
Last Name

aniju.consulting@gmail.com
Email Address

2500 State Road 44
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (347) 626-9353
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Historic Preservation Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

3 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

Stuyvesant High School

College(s)

The Cooper Union, Columbia University, Columbia Business School

Degrees held

Bachelors of Science in Engineering, Masters in Engineering, MBA

Aniju_Varughese_CV.pdf
Upload a Resume

Work Experience

AVA Community Investment Group / Self-Employed
Employer

Real Estate Advisor
Job Title

Please describe your work experience, if any.

Bio: Aniju Varughese brings a 20-year track record of engineering, construction, and real estate development. She started her career as a structural engineer and façade consultant at some of the top multi-disciplinary engineering firms in the industry. Her work includes large- and small-scale developments and infrastructure projects, with public and private partners, located abroad and in the US. Her engineering projects ranged from bridges and infrastructure works to specialty art structures, museums, and mixed-use towers. Relevant to the Historic Preservation Board, Aniju worked on the preservation of several buildings in the historic-designated neighborhood of the West Village in NYC. Post-MBA, Aniju oversaw the development of over $200 million of construction in NY and NJ. She brings hands-on experience in acquisitions, due diligence, construction financing, planning, project management, design and construction, and leasing and sales. Alongside her development work, in 2020, Aniju built Equip, an app-based construction-hiring marketplace for the NY / NJ area. Envisioned as the solution to rising labor costs, Equip linked contractors with skilled construction workers in the trades. She founded AVA Community Investment Group in 2025 to continue to invest in the Central Florida community in which she is now located. She provides development management advisory services and real estate investment strategy to AVA’s partners and clients. Aniju holds an MBA and MS from Columbia University and a BS from Cooper Union.

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 am on the Advisory Board for the Matthew Strother Center for the Examined Life, a community of learning located in Catskill, New York; a volunteer for Reading Partners, which helps children become lifelong readers by empowering communities to provide individualized instruction with measurable results; and a volunteer for the Atlantic Center for the Arts, in New Smyrna Beach, Florida.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am interested in using my skills to support my local community. I believe my experience in historic preservation, engineering, and construction will help in my duties on the board.

References

Name of Reference #1 (Please do not list current elected officials)

Tania Garbe (Architect)

Address of Reference #1

895 Bluefish Avenue, New Smyrna Beach, FL 32169

Telephone Number of Reference #1

407-712-5300

Email address of reference #1

garbe.tania@gmail.com

Nature of your relationship (business/personal).

Personal

Name of Reference #2 (Please do not list current elected officials)

Jennifer Coolidge

Address of Reference #2

1414 Art Center Ave, New Smyrna Beach, FL 32168 (business address)

Telephone Number of Reference #2

386-427-6975 x15

Email Address of Reference #2

jcoolidge@atlanticecenterfortheart.org

Nature of your relationship (business/personal).

Personal

Name of Reference #3 (Please do not list current elected officials)

Corey Brown

Address of Reference #3

420 South Nova Road, Daytona Beach, FL 32114 (business address)

Telephone Number of Reference #3

386-238-8383

Email address of Reference #3

corey@storchlawfirm.com

Nature of your relationship (business/personal).

Personal

ANIJU VARUGHESE
aniju.consulting@gmail.com
(347) 626-9353

EXPERIENCE

AVA COMMUNITY INVESTMENT GROUP — Remote / FL
Real Estate and Operations Consultant — 2022-Current
- Building new construction divisions for a vertically integrated real estate group based in Florida. Responsibilities included financial modeling, inventory and equipment management, operations, and hiring
- Cash flow management for all development projects for clients
- Real estate financial modeling for multi-family, commercial, and mixed-use deals
- Development management for office, medical, and multifamily
- Commercial real estate leasing, sales, and advisory

EQUIP — New York, NY
Co-Founder & COO — 2020-2021
- Equip's construction hiring marketplace was envisioned as the solution to rising labor costs – the future of finding, assessing, and placing skilled construction workers with vetted contracting firms
- Led all aspects of building Equip's core operations from the ground up
- Developed processes, built CRM workflow, and led product development and customer success

JBS, a CHA COMPANY — New York, NY
Development Manager — 2017-2019
- Led various aspects of development and asset management for JBS's and clients' projects
- Headed development process from start to finish including financial analysis, market research, due diligence, entitlements, raising equity and securing debt, design, approval, bidding, value-engineering, contract negotiation, budget and schedule monitoring, and leasing/sales
- Supervised over 100,000 sq ft of ground-up and upgraded assets in the NY metro area for residential, commercial, institutional, and hospitality uses

ZUBATKIN OWNER REPRESENTATION, LLC — New York, NY
Project Manager — 2016-2017
- Led project teams for new building and renovation projects
- Oversaw all aspects of projects from initiation through delivery and startup – approvals, programming, design, bidding, construction & turnover. Monitored overall delivery, scope, budget, and schedule for $140M of construction
- Analyzed clients' real estate holdings to assist in forming a real estate strategy

COLUMBIA UNIVERSITY, Graduate School of Architecture, Planning and Preservation — New York, NY
Assistant Adjunct Professor — 2011-2017
- Taught engineering principles to architecture students to apply in their studio projects

THORNTON TOMASETTI — New York, NY
Senior Project Engineer / Façade Consultant — 2011-2014
- Managed bidding, design, and construction of building facades and specialty structures
- Key projects include 30 Hudson Yards and Tiffany's retail stores

ARUP — New York, NY
Senior Façade Engineer — Madrid, Spain
2002-2010
- Collaborated with multidisciplinary teams to provide engineering design for various types of building and infrastructure projects
- Key projects include NYC's Fulton Street Transit Center and Miami's Frost Museum of Science

EDUCATION

COLUMBIA BUSINESS SCHOOL New York, NY
MBA, Real Estate Finance and Management, 2015

COLUMBIA UNIVERSITY New York, NY
MS, Civil Engineering, 2005

COOPER UNION FOR THE ADVANCEMENT OF SCIENCE AND ART New York, NY
BS, Civil Engineering, 2002

ADDITIONAL INFORMATION

Professional Accreditation: Real Estate License, 2023
Certified Passive House Tradesperson, 2018
Leadership in Energy & Environmental Design (LEED) Accredited Professional, 2008
Professional Engineer (P.E), Civil Engineering, New York, 2007

Languages: Spanish (intermediate)

Boards & Commissions Application

Profile

Dianne
First Name

Bean
Last Name

beanlucky@aol.com
Email Address

304 Cedar Ave
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Mobile: (407) 948-2616
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Historic Preservation Commission: 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?

14 years full time 23 part time

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

Coral shores high school

College(s)

University of Florida and UCF

Degrees held

BA MA Post Bac

Upload a Resume

Work Experience

I am now retired
Employer

Retired
Job Title

Please describe your work experience, if any.

While I started my career as a history teacher, the majority of my career was spent as a manager for Educational technology companies. Orange County Schools 1975-1982 Prescription Learning Technology trainer Computer Curriculum Corporation Sales Representative Jostens Learning Regional Sales manager Princeton Review Regional Manager ACT Testing Company Sales Director Retired 2015

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:

Volunteer for Historic Preservation Award Committee, Campaign Manager for City Commissioner, Precinct Council Woman Volusia County, Volunteer for Historic Neighborhood Designation Committee, Volunteer for voting polls New Smyrna Beach and Volusia County

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I have personally renovated 5 historic homes. I have always had a significant interest in historic preservation and have volunteered two of my homes for historic home tours. One of my renovations was published in several Orlando publications. As you can see from my volunteer activities, I am involved in helping to promote historic homes in our communities. My travels often include visiting other communities historic areas and buildings.

References

Name of Reference #1 (Please do not list current elected officials)

Deb Exum

Address of Reference #1

622 Faulker Street New Smyrna Beach, Fl. 32168

Telephone Number of Reference #1

407-341-3737

Email address of reference #1

debexumrealestate@gmail

Nature of your relationship (business/personal).

persoal

Name of Reference #2 (Please do not list current elected officials)

Jean Gillum

Address of Reference #2

1000 S. Riverside Drive NSB, Fl. 32168

Telephone Number of Reference #2

321-947-0912

Email Address of Reference #2

jean@realty-doctors.com

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

Curtis Hodges

Address of Reference #3

620 S Riverside Drive NSB Fl. 32168

Telephone Number of Reference #3

3213036195

Email address of Reference #3

lhodges@hodgesbrothers.net

Nature of your relationship (business/personal).

personal

Boards & Commissions Application

Profile

Jana
First Name

Caswell
Last Name

jana.caswell@yahoo.com
Email Address

1104 N Peninsula Ave
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (407) 256-3470
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Historic Preservation Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

8 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

JP Taravella High, Coral Springs, FL

College(s)

American University, Washington, DC

Degrees held

Bachelor of Arts

JC_resume__25.docx
Upload a Resume

Work Experience

Retired
Employer

Human Resources executive
Job Title

Please describe your work experience, if any.

Human Resources executive and consultant, specializing in Employee and Labor Relations, Leadership coaching and strategic thinking.

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:

Board member, Marine Discovery Center; volunteer with various organizations

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I'm thrilled and blessed to have made New Smyrna my home. After renovating several historic properties in Orlando, my husband and I moved here almost nine years ago when we purchased a historic home that we planned to renovate. Sadly, we were unable to save the original structure as it was too far compromised, but we are extremely proud of the hard work we put in to salvage construction components and rebuild a modern version of the original home. We learned a lot through trial and error. The process brought us a deep appreciation of the importance of retaining the history and character of the area we have come to love and want to preserve and protect, while balancing the realties of growth that NSB must embrace.

References

Name of Reference #1 (Please do not list current elected officials)

Chad Truxall

Address of Reference #1

Marine Discovery Center 520 Barracuda Boulevard New Smyrna Beach, Florida

Telephone Number of Reference #1

(386) 428-4828

Email address of reference #1

chad@marinediscovery.org

Nature of your relationship (business/personal).

business

Name of Reference #2 (Please do not list current elected officials)

Liz Jones

Address of Reference #2

314 Canal Street New Smyrna Beach, FL 32168

Telephone Number of Reference #2

386-576-6730

Email Address of Reference #2

natureinbeauty@icloud.com

Nature of your relationship (business/personal).

Business

Name of Reference #3 (Please do not list current elected officials)

Paige Gehris

Address of Reference #3

208 Canova Drive New Smyrna Beach, FL 32169

Telephone Number of Reference #3

386-314-9823

Email address of Reference #3

paige.gehris@gmail.com

Nature of your relationship (business/personal).

Personal

Joanna (Jana) Caswell
Jana.caswell@yahoo.com
(407)256-3470

PROFESSIONAL EXPERIENCE

2C HR Solutions **January 2014 - Present**

Principal

Consulting practice focused on enabling companies to maximize the potential of their Human Capital. Areas of expertise include; executive coaching, vulnerability assessments, leadership training, effective communications, employee relations, labor relations, investigations, compliance, and talent acquisition.

People Results **August 2018 – July 2025**

Labor and Employee Relations Consultant

Assist in the development and facilitation of positive employee relations and union avoidance training, including labor relations fundamentals, environmental assessments, task force preparedness and campaign strategy.

Smokey Bones Bar and Fire Grill **August – December 2015**

Interim Vice President of Human Resources

Reporting directly to Company CEO, responsibilities included leadership of Human Resources function, representation on the Executive Leadership team and supporting seamless relocation of company headquarters.

Positive Management Leadership (PML) **February 2014 – April 2023**

Leadership Consultant

Prepare leaders across a variety of industries to be more engaged, productive, and focused on employee engagement, resulting in enhanced business performance and strong, value-based employment cultures.Develop and deliver training presentations, feedback sessions, and coaching models.

Darden Restaurants **September 1995 – December 2014**

The Olive Garden, Red Lobster, Longhorn Steakhouse, Bahama Breeze, Season's 52, The Capital Grille, Eddie V's, Yard House

Labor Relations Consultant January 2014-December 2014

Retained contractually as an independent consultant to provide labor relations leadership and proactive strategic guidance to Darden's Employment Practices function.

Vice President, Strategic Employment Practices October 2012 –December 2013

Labor Relations, Human Resources compliance and Alternative Dispute Process leadership across the enterprise.

***Accomplishments*:**

- Built and implemented business continuity plans and labor relations training to protect the organization in the event of third party disruption to operations, resulting in maintaining union-free status across the enterprise;
- Led the development of, and engaged operational support to,implement predictive analytics tool used to identify and target lagging key performance indicators (KPI's);
- Provided organizational subject matter expert ise on external factors affecting the business such as NLRB updates, union facts and trends, alternative labor movement, etc.resulting in engaged and prepared business leaders
- Led development and implementation of wage and hour compliance tools and investigations of infractions, resulting in early resolution of cases, minimization of financial impact, and effective disciplinary action;
- Provided subject matter expertise and partnered with legal team to address EEOC, class action and litigation on wide variety of employment cases, ensuring early resolution and minimal financial impact to the business;

- Led Darden's Alternative Dispute Resolution process, encompassing peer review, mediation, and arbitration processes for 190,000 employees. Results include lower than industry average numbers of legal cases and minimal legal costs per employee

Vice President, Strategic Employment Practices May 2008 – October 2012

Responsible for building structure, developing framework, and leading newly created "Center of Excellence" for Employee Relations and Corporate Security functions across all business units, encompassing over 2000 restaurants and 190,000 employees across the United States and Canada and franchise operations in Latin America and the Middle East. Strategic accountability for leveraging brand resources across the enterprise to safeguard company assets, values, and human resource commitments, while maximizing efficiency and minimizing legal risk. COE accountability includes stewardship of core values, legal compliance, life safety, dispute resolution, management of organized labor issues, training, employee satisfaction, investigations, and other human resource generalist functions and initiatives. Manage staff of 42 exempt and non-exempt individuals and $6,000,000 budget

The Olive Garden, Bahama Breeze and Smokey Bones BBQ Restaurants October 2003 – May 2008

Senior Director, Employee Relations

Responsible for directing new company-wide initiative to consolidate like departments in various business units in order to gain efficiencies and enable rapid growth of new business acquisitions. Lead development of common practices and policies, including gaining executive support across business units for change and consistency. Additionally responsible for all employee relations activities of three business units, including legal compliance, dispute resolution, union avoidance, training, employee satisfaction, investigations and other human resource generalist functions.

Smokey Bones BBQ & Sports Bar

Senior Director, Human Resources December 1999 – October 2003

Generalist functions for start-up company with responsibility for hiring operations management and office support as well as training initiatives at all levels of the organization. Serving as part of executive team charged with development and rapid roll out of new restaurant concept. Worked closely with all functional teams on business initiatives related to this rapid expansion including budgeting, security, workflow processes, menu development and design, marketing, and design and construction. Specifically responsible for concept leadership on employment, training, employee relations and legal compliance. Reporting directly to company President with dotted line reporting to SVP Human Resources for Darden Restaurants. Also responsible for implementation of corporate HR initiatives, including diversity training, HRIS redesign, payroll, benefits, recruiting, and training.

The Olive Garden Italian Restaurants

Director, Employee Relations February 1997 - December 1999

Responsible for all areas of employee relations for over 50,000 exempt and non-exempt employees in 48 states. Accountability for ensuring legal compliance, EEO practices, wage and benefit administration, various training initiatives and maintenance and integrity of corporate open door policy. Oversaw employment litigation including attorney demand letters, EEOC charges, lawsuit activity and organized labor campaigns. Directed several strategic business initiatives, including closing under performing units. Manage staff of eight and $2.2 million budget. Hired in September 1995 as Employee Relations representative, promoted to department Manager in May 1996 and to Director in February 1997.

Manager, Employee Relations May 1996 – February 1997

Employee Relations Representative September 1995 – May 1996

Hyatt Hotels and Resorts November 1992 - September 1995

Hyatt Regency New Brunswick, New Jersey

Assistant Director of Human Resources February 1994 – September 1995

Complete employment and benefits duties for all employees at 350 room property. Responsibility for ensuring compliance with state and federal regulations in regard to areas such as OSHA, EEO and ADA. Coordination of employee relations activities including employee satisfaction measurements, management incentive programs, employee counseling/discipline, recruiting, and employee recognition programs. Implemented and facilitated hotel participation in various community outreach programs. Named “Manager of the Year”, 1994. Named 1994 Honoree of YWCA “Tribute to Women in Industry” program.

Employment and Benefits Manager September 1993 - February 1994

Primary responsibilities included recruiting, interviewing, and selecting exempt and non-exempt employees. Administered all corporate benefits including 401(k), retirement, and medical/dental plans. Conducted various training and orientation activities for Spanish speaking employees.

Hyatt Regency Bethesda, Maryland

Employment Manager November 1992 - September 1993

Directed staffing of all levels of employees for 500 room property. Trained management staff on performance management. Developed and implemented various training programs for employees. Conducted Spanish language classes for management team.

Educational Field Studies, Inc. Chantilly, Virginia

Director of Operations August 1988 - November 1992

Developed and directed corporate training and development, including recruiting, hiring, supervision and coordination of staff on a national level. Researched and designed international language immersion programs. Liaison between clients, independent contractors and vendors. Hired as an independent contractor, then promoted to Manager of Operations. Promoted to Director of Operations in August, 1990.

EDUCATION

American University, Washington, DC 1986 - 1988
B.A. International Studies

Stetson University, DeLand, Florida 1984 - 1985
Year Abroad Program in Madrid, Spain

ADDITIONAL

Fluent in Spanish
Association for Talent Development (ATD) Certified Coach
Board Member The Marine Discovery Center, New Smyrna Beach;
Private Pilot's License
Community volunteer with The Adult Literacy League; \
Former Board Member of “Franklin’s Friends”, CUE, Inc and The SPCA of Central Florida (now Pet Alliance of Central Florida)

Boards & Commissions Application

Profile

John
First Name

Caldwell
Last Name

proguide@gmail.com
Email Address

713 phyllis ave
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (719) 660-2010
Primary Phone

Home: (719) 660-2010
Alternate Phone

Which Boards would you like to apply for?

Historic Preservation Commission: 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?

Born and raised

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

NSB 1965

College(s)

University of South Carolina

Degrees held

BA Psychology 78 Graduated hrs towards Phd.

Upload a Resume

Work Experience

Adventure Cultural Expeditions, Inc
Employer

Senior Expedition Guide
Job Title

Please describe your work experience, if any.

Presently 100% disabled USMC Veteran was a Professional, Experiential Cultural Adventure, Expedition Leader.

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)?

I am a 100% disabled USMC Veteran born and raised in New Smyrna Beach and left for the USMC in 1966 after graduating in 1965. I was on the City Life Guards from 1964 and 1965. I am one, along with man,y who witnessed NSB since 1947. I am an Explorer and Expedition leader by trade and have Experience of 30+ years. I was trained academically in observation and problem-solving. As an Outdoor Adventure Educator and Leader, I have dealt with many types of situations that call for immediate problem-solving skills and Leadership to designate an appropriate and accurate response. My Grandparents, served the city, My father John R Caldwell served the city from 1946 through 1993. My Mother worked in City Hall for many years. NSB has the blood of my family buried within its soil. I feel its time I served Her also!

References

Name of Reference #1 (Please do not list current elected officials)

John (Skip) Caldwell

Address of Reference #1

713 phyllis ave

Telephone Number of Reference #1

na

Email address of reference #1

na

Nature of your relationship (business/personal).

na

Name of Reference #2 (Please do not list current elected officials)

na

Address of Reference #2

na

Telephone Number of Reference #2

na

Email Address of Reference #2

na

Nature of your relationship (business/personal).

na

Name of Reference #3 (Please do not list current elected officials)

na

Address of Reference #3

na

Telephone Number of Reference #3

na

Email address of Reference #3

na

Nature of your relationship (business/personal).

na

Boards & Commissions Application

Profile

Katie
First Name

Kaufman
Last Name

katieknsb@gmail.com
Email Address

402 Faulkner Street
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (407) 808-1606
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Historic Preservation Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 1

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

3 1/2 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.

I've enjoyed serving on the Historic Preservation Commission. I feel that I can contribute to the board and would like to serve for another term.

Educational Background

High School

Lyman High School, Longwood Florida

College(s)

SCC Lake Mary FL/FTU Orlando (UCF)

Degrees held

Kaufman_Application.pdf
Upload a Resume

Work Experience

Self Employed
Employer

Photographer and Interior Designer
Job Title

Please describe your work experience, if any.

I have 15 years experience as an architectural designer/draftsman, specializing in residential remodeling, commercial and residential landscape and hardscape design and stormwater/wastewater engineering drafting. I have 30 years exp. as a photographer and own my own business specializing in family portraits, special events and individual portraits servicing the same clients for thirty years. I have recently started an interior design business.

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 am a member of the New Smyrna Beach Rotary Club and was elected Rotarian of the Year '25. I am serving as the Fundraising Chair and I am appointed to the Rotary Club's Board as of June 2023. I volunteered time as the photographer for the College Park (Orlando) parade of historical homes.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I own a historical home and have lived in other homes built in the 1920's. One for 18 years and the other for 23 years. I have a passion for architecture and the preservation of the beauty they provide to the community. I am very interested in landscaping and beautification of the community.

References

Name of Reference #1 (Please do not list current elected officials)

Debbie Gunter

Address of Reference #1

210 Quay Assisi, NSB 32169

Telephone Number of Reference #1

407-257-5924

Email address of reference #1

debbie@community-paper.com

Nature of your relationship (business/personal).

personal / business

Name of Reference #2 (Please do not list current elected officials)

Steven Gunter

Address of Reference #2

2318 Quay Assisi NSB 32169

Telephone Number of Reference #2

407-592-0696

Email Address of Reference #2

sguntergreenside@aol.com

Nature of your relationship (business/personal).

Personal

Name of Reference #3 (Please do not list current elected officials)

Nelson McDonald

Address of Reference #3

517 Buttonwood Lane, NSB 32168

Telephone Number of Reference #3

202-615-5540

Email address of Reference #3

nelson.mcdonald@gmail.com

Nature of your relationship (business/personal).

business and personal

City of New Smyrna Beach, Florida

Boards & Commissions Application

Profile

Prefix | Katie (First Name) | L. (Middle Initial) | Kaufman (Last Name)

Ktphoto@aol.com
Email Address

402 Faulkner St.
Home Address

Suite or Apt

New Smyrna Beach
City

Fl.
State

32168
Postal Code

407-808-1606
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

- ☐ Airport Advisory Board Regular
- ☐ Animal Control Board
- ☐ Building Trades Examining Board
- ☐ Code Enforcement
- ☐ Community Development Block Grant Advisory Board
- ☐ Fire Pension Board
- ☑ Historic Preservation Commission
- ☐ Housing Authority
- ☐ Investment Committee
- ☐ Personnel Board
- ☐ Planning & Zoning Board
- ☐ Police Pension Board
- ☐ Turnbull Creek Land Preservation Committee
- ☐ Utilities Commission
- ☐ Youth Council Task Force

Are you registered to vote in the City of New Smyrna Beach?

☑ Yes ○ No

What zone do you live in? *

None Selected

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident? 6 mo,

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 Lyman High School, Longwood, Fl.

College(s) SCC Lake Mary, Fl. / FTU Orlando (UCF)

Degrees held

Upload a Resume

Work Experience

Self Employed — Employer

Photographer — Job Title

Please describe your work experience, if any. 15 years experience as a Architectural Designer/Draftsman. 29 years exp. as a photographer. Always remained interested in design.

Community Involvement

Are you currently serving on another Board?

○ Yes ✓ No

If yes, which Board and when were you appointed?

Please describe any community groups or events you have been involved with:

Volunteered time as the photographer for the College Park (Orlando) Parade of Historical Homes.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ✓ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ✓ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)? I recently purchased an historical home and have lived in two other homes built in the 1920's. One for 18 yrs and the other for 23 years. I have a passion for architecture and the preservation of the beauty they provide to the community.

References

Name of Reference #1 Debbie Gunter

Address of Reference #1 218 Quay Assisi, NSB. 32169

Telephone Number of Reference #1 407-257-5924

Email address of reference #1 Debbie@community-paper.com

Nature of your relationship (business/personal). business & personal

Name of Reference #2 Steve Gunter

Address of Reference #2 218 Quay Assisi, NSB. 32169

Telephone Number of Reference #2 407-592-0696

Email Address of Reference #2 Sguntergreenside@aol.com

Nature of your relationship (business/personal). personal

Name of Reference #3 Tom Cook

Address of Reference #3 2305 Edgewater Dr. #1205
Orlando, Fl. 32804

Telephone Number of Reference #3 407-963-9862

Email address of Reference #3 tecook@cfl.rr.com

Nature of your relationship (business/personal). business and personal.

Boards & Commissions Application

Profile

Kyle
First Name

Sawchuk
Last Name

ksawchuk@ecslimited.com
Email Address

837 Dougherty Street
Home Address

Unit #2
Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (386) 488-2045
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Historic Preservation Commission: Submitted
Facilities Advisory Committee: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Unknown

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

Just moved to NSB from Ft. Lauderdale

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

San Jauquin High School

College(s)

Florida Atlantic University

Degrees held

Bachelors in Architecture (BArch)

Kps-Resume.pdf
Upload a Resume

Work Experience

ECS Limited
Employer

Architect-Code Compliance
Senior Project Manager
Job Title

Please describe your work experience, if any.

I'm a Florida State Licensed Architect, Contractor, Building Inspector, Plans Examiner with 25 years of design & construction industry experience.

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)?

I love my wife and kids, they are number one. Camping, fishing, surfing, skateboarding, art, building

References

Name of Reference #1 (Please do not list current elected officials)

Victor Faltas, PE

Address of Reference #1

2330 South Nova Drive South Daytona, FL

Telephone Number of Reference #1

386-846-0824

Email address of reference #1

Nature of your relationship (business/personal).

Business

Name of Reference #2 (Please do not list current elected officials)

Deanna Atkinson

Address of Reference #2

1406 NE 18th Ave Ft. Lauderdale, FL

Telephone Number of Reference #2

754-265-5389

Email Address of Reference #2

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

Brian Putnam

Address of Reference #3

5732 NW 119th Dr Coral Springs, FL

Telephone Number of Reference #3

954-593-3046

Email address of Reference #3

Nature of your relationship (business/personal).

personal

Kyle Sawchuk, RA
5732 NW 119th Drive
Coral Springs, FL
33076
(561) 710-8365
kyle.sawchuk@yahoo.com

Key Qualifications

- Florida Building Code-Special Inspector and Architectural and Structural Plans Examiner
- Experience as an Architect in the design and construction of large and commercial public facilities, including experience as a manager of staff
- Experience in educational facility planning, design and construction
- Ensure adherence to good safety procedures
- Follow Federal and State laws, as well as School Board policies
- Working knowledge in the application of Florida Administrative Code, Florida Building Code, and the Educational Facilities (SREF) and procedures pertaining to construction of educational facilities
- Effective verbal and written communication skills.
- Knowledge of LEED and/or Green Building standards
- Have performed other assigned duties consistent with the goals and objective of this position as assigned by the immediate supervisor or designee.
- Code review and enforcement
- Architectural & Construction Document Quality Assurance / Quality Control
- Coordination of Structural, Mechanical, Electrical, Plumbing and other building systems on construction documents
- Strong project management skills
- Coordination of multi-disciplinary consultants and sub-contractors
- Quality Assurance/Quality Control
- Construction Administration and Coordination
- Municipality coordination and permit processing
- Knowledge of building codes, laws, regulations and rules
- Experienced with the permitting process of county/municipal agencies and building departments
- Ability to read and interpret Contract Documents
- Serve as liaison to resolve code issues disputes between plans examiners and consultants
- Ability to select, supervise and evaluate professional, technical and clerical staff
- Frequent interaction with architects, engineers and contractors regarding the submission of Construction Documents that meet minimum code requirements as required by FS 553.80
- Conducted inspections and assisted with code interpretations as needed
- Review building plans, specifications, and the work of private architects, engineers and district staff engaged in projects for The School Board of Broward County, Florida to ensure compliance with Florida Building Code
- Assist the Chief Building Official and the Assistant Building Official in the establishment of work related procedures and polices
- Enforce Federal Emergency Management Agency (FEMA) rules and regulations
- Ensure compliance with accessibility requirements for Children's Environments and the Handbook for Public Playground Safety
- Provide professional, technical architectural expertise by supervising, managing or participating in the design and production of construction documents for district in-house projects for educational facility and ancillary buildings
- Conduct investigations, inspections, and surveys of SBBC sites and buildings in order to ascertain their existing physical status and feasibility of proposed construction, remolding, renovations, alterations and compliance with applicable codes
- Assist with code interpretations as requested
- Approve, sign and seal construction documents prepared under his own supervision as applicable to the architecture discipline and as allowed by Florida Codes and Statues

Experience (18 years)

The Office of Architecture, Fort Lauderdale, FL

President, Director of Design & Construction -2013-Present

- Prepare Architectural Proposal
- Supervise and manage employs to meet design deadlines and code compliance
- Code research, analysis and implementation
- Performing building inspections
- Prepare detailed construction reports and analyses
- Owner's representation and coordination
- Preparing and reviewing construction contracts
- Designing Life Safety Plans
- Architectural design
- Design / Build

Projects include:

- Cacic Lofts, Deerfield Beach, FL
- Doctor’s Office, Lake Worth, FL
- Think Escape, Fort Lauderdale, FL
- HOOD Distribution, Delray Beach, FL
- Hilex Water Remediation, West Palm Beach, FL
- Affordable Home Health Care, Fort Lauderdale, FL
- Plaza North Condominium, Fort Lauderdale, FL
- Gerdau Steel, Dania Beach, FL
- Sorgente Fire, Fort Lauderdale, FL
- Walenz Residence, Pompano Beach, FL
- Jones Residence, Ft. Lauderdale, FL
- Metro PCS, Miami FL
- Taco Shop, Pompano Beach, FL
- Rolyn Water Remediation, Miami Beach, FL

School Board of Broward County, Fort Lauderdale, FL

Senior Architect, Plans Examiner and Building Inspector -2019-2022

- Review of contract documents for Florida Building Code 2017 compliance
- Coordination with Design Professionals and Project Management
- Review drawings for code compliance with the Florida Building Code 2017
- Review design documents for compliance with Florida Statue 1013
- Implement School Board of Broward County Design Criteria
- Coordination of documents for compliance for State Requirements for Educational Facilities 2014
- Coordinate with team members across multiple disciplines for code compliance and clash detections
- Architectural, Structural & Life Safety Building Inspections
- Prepare project reports from plan review and building inspections
- Analysis engineering calculations for Florida Building Code 2017 compliance
- Review Project Manuals, Project Binders and Specifications to meet Broward County School Board’s standards
- Review consultant’s construction documents in order to ensure constructability and compliance with applicable codes, SBBC Design Criteria and standards, regulations and educational specifications
- Plan, schedule and review building plans, specifications and the work of private architects, engineers, and District personal engaged in projects for the School Board of Broward County to verify compliance with applicable codes

Projects include:

- Cypress Bay Senior High School, Weston, FL
- Flanagan Charles Senior High School, Pembroke Pines, FL
- Margate Elementary, Fort Lauderdale, Oakland Park, FL
- Nova Blanche Forman Elementary, Davie, FL
- Oriole Elementary, Lauderdale Lakes, FL
- Piper Senior High School, Sunrise, FL
- Plantation Park Elementary, Plantation, FL

West Architecture + Design, Lake Worth, FL

Senior Project Architect -2011-2013

- Preparation/Coordination of Proposals and Contracts
- Developing Spatial Programs
- Preliminary Budget Estimates
- Architectural Project Scheduling
- Client, Municipality and Construction Administration Meetings
- Administration of Project Phases-Pre-Design through Project Close-out

Projects include:

- BR Maintenance Facility, Liberia, Africa
- BR Port Master Plan, Liberia, Africa
- 219 South Dixie Highway, Lake Worth, FL
- Haverhill Medical Office, West Palm Beach, FL
- 1955 N.E. 4th Street, Deerfield Beach, FL
- Faith Farm Dormitories, Fort Lauderdale, FL
- PBIR Pit Suites, West Palm Beach, FL
- Soprema Offices, Pompano Beach, FL

CJL Engineering, Pittsburgh, PA

BIM Specialist / Virtual Construction Coordinator -2010-2011

- Virtual electrical design through Building Information Modeling
- Virtual Construction Coordination

Projects include:

- UPMC East, Monroeville, PA
- University of Pittsburgh Salk Hall, Pittsburgh, PA

JSA Architects, Pittsburgh, PA

Junior Architect -2005-2006,2008-2009

- Coordinated major consultants in development of contract documents
- Developed complex Building Information Models in Revit
- Attended client/construction meetings.

Projects included:

- Dicks Sporting Goods, Nationwide
- Brooks Brothers, Nationwide
- LA Fitness, Nationwide

EDGE Studio, Pittsburgh, PA

Job Captain -2006 – 2008

- Worked with team members to develop construction documents
- Provided Construction Administration assistance
- Analyzed and implemented IBC and ANSI into projects
- Developed specifications and researched product and materials

Projects included:

- Carnegie Museum Trash Enclosure, Pittsburgh, PA
- New Hazlet Theater, Pittsburgh, PA
- Erie Art Museum, Erie, PA
- Forbes Stevenson, Pittsburgh, PA
- University of Pittsburgh, Benedum Hall, Pittsburgh, PA

Joe Gallo General Contractor, Fort Lauderdale, FL

Project Manager -1998 – 2005

- Specialized in residential/commercial remodels and additions
- Assisted the general contractor in construction document reading, coordination of sub-contractors, and quality management.

Education

- Florida International University, MSCM-Present
- Florida Atlantic University, Bachelor of Architecture, BArch

Certifications

- Florida Licensed Registered Architect, AR96356
- Florida Certified Building Contractor, CBC1260624
- Florida Licensed Standard Plans Examiner, PX4440
- Florida Licensed Building Inspector, BN7992
- Florida Statute 468 Plans Examiner Certification
- 2017 23-Hour Advanced State Requirements for Educational Facilities
- LEED Green Associate
- Construction Document Technologist, CDT

Affiliations

- USGBC Palm Beach- Residential Homes Committee Chair-2012-2013
- City of Fort Lauderdale-Community Appearance Board 2011-2012
- Emerge Broward Leadership Organization-2011-2013

Awards

- AIA Award of Merit, Architectural Design: Erie Art Museum, 2011
- AIA Award of Merit, Architectural Design: MCSI, 2011
- AIA Award of Merit, Architectural Design: Carnegie Museum Trash Enclosure,2007
- AIA Honorable Mention, Student Portfolio Competition: Student Work,2003
- Honorable Mention, FAUSA Bi-Annual Design Charette: The Park Home Design,2003
- AIA Award of Honor, Poster Contest: Students Works,2003

References available upon request

Boards & Commissions Application

Profile

Susanne
First Name

Jones
Last Name

susanne_jns@yahoo.com
Email Address

2688 Sicily Dr
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 314-6047
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Historic Preservation Commission: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

15 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

yes

College(s)

yes

Degrees held

Registered Nurse, Masters in Health Care Administration

Upload a Resume

Work Experience

Retired	Care, Charge Nurse=US Navy, Director of Nursing Services,
Employer	Job Title

Please describe your work experience, if any.

I have several years of nursing positions in management and in patient care that are too numerous to mention. I am presently the Parish Nurse at Our Lady Star of The Sea. I hold an active RN license in Florida.

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 belong to the Faith Community Nurse group in NSB. I belong to 2 book clubs at Coronado Methodist Church. Volunteer for construction at Habitat for Humanity for 10 years.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I want to be involved to be a patriotic citizen. I take volunteering seriously. I have been retired for 5 years and think I have the time and knowledge to be of value.

References

Name of Reference #1 (Please do not list current elected officials)

Regis Sloan

Address of Reference #1

40 Fairgreen Circle , NSB 32168

Telephone Number of Reference #1

3864097496

Email address of reference #1

regis_sloan@yahoo.com

Nature of your relationship (business/personal).

friend

Name of Reference #2 (Please do not list current elected officials)

Mary Beth Traynor

Address of Reference #2

4708 Van Kleek, NSB 32169

Telephone Number of Reference #2

4077315342

Email Address of Reference #2

mbkrolik@gmail.com

Nature of your relationship (business/personal).

friend

Name of Reference #3 (Please do not list current elected officials)

Susan Bruce

Address of Reference #3

228 Live Oak Lane, NSB, Fl 32168

Telephone Number of Reference #3

40777667868

Email address of Reference #3

sllbroadway@gmail.com

Nature of your relationship (business/personal).

friend

City of New Smyrna Beach, FL

Historic Preservation Commission

Board Roster

Katie L Kaufman

1st Term Jun 28, 2022 - May 14, 2025

Email katieknsb@gmail.com
Home Phone Home: (407) 808-1606
Address
402 Faulkner Street
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Category Architectural Professional

Terry L Bledsoe

2nd Term Dec 12, 2023 - May 14, 2026

Email terrybledsoensb@gmail.com
Home Phone Home: (386) 410-5657
Alternate Phone Mobile: (407) 920-9381
Address
828 E 12th Ave
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Category Special Interest History & Architecture

Angeline Barretta Herman

3rd Term May 15, 2024 - May 14, 2027

Email a9barrettahe@stthomas.edu
Home Phone Mobile: (651) 210-7187
Address
108 Esther Street
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Category Special Interest History & Architecture

Walter Bone

1st Term Apr 23, 2024 - May 14, 2027

Email wbone63@gmail.com
Home Phone Home: (423) 956-7934
Alternate Phone Home: (423) 956-7934
Address
607 DOWNING STREET
NEW SMYRNA BEACH, FL 32168

Category Architectural Professional

Stephanie Thomas-rees

2nd Term May 15, 2024 - May 14, 2027

Email stephanie.rees@apawood.org
Home Phone Mobile: (386) 846-7188
Alternate Phone Business: (386) 871-0639
Address
2091 WATERFORD ESTATES DR
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Chair
Category Architectural Professional

Vacancy

Appointing Authority City Commission

Vacancy

Appointing Authority City Commission

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

BOARD VACANCY NOTICE: BUILDING TRADES EXAMINING BOARD

August 26, 2025

Background:

The Building Trades Examining Board serves as a vital regulatory body for the City of New Smyrna Beach, ensuring the integrity, professionalism, and technical competence of individuals working within the building trades. Established under Section 26-326 of the city code, the board is composed of experienced professionals from the construction and design industries, along with public representation, to provide balanced oversight. Its primary responsibilities include evaluating qualifications for registration, maintaining standards of character and competency, and recommending updates to city codes that impact the building industry. Through its structured organization and commitment to public service, the board plays a key role in safeguarding the quality and safety of construction practices throughout the city.

Findings:

Establishment & Composition

- The board is composed of seven regular members with expertise in technical codes (e.g., design professionals, contractors, building industry reps).
- Additionally, there are two alternate members:
  - One at-large member from the building industry.
  - One at-large member from the public.

Terms & Appointments

- Regular members serve three-year terms.
- Alternates serve one-year terms.
- Terms are staggered to ensure no more than one-third of the board is replaced annually.
- Members may serve no more than two consecutive terms, unless waived by a 4-vote majority of the city commission.
- All members must be county residents, with preference for city residents.

Organization & Operations

- The board selects a chairman and secretary annually.
- Four members constitute a quorum.
- Actions require a majority vote of those present (assuming quorum).
- Members serve without compensation.

Attendance & Qualifications

- Members must maintain qualifications; failure may result in suspension or removal.
- Missing three unexcused regular meetings results in automatic removal.
- The city commission holds authority to remove any member at any time.

Duties, Powers & Responsibilities

- Review and approve applicants for certificates of registration based on qualifications.
- Assess character and integrity of applicants and request necessary information.
- Recommend amendments to city codes and standards affecting the construction and building trades.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Building Trades Roster 8.5.2025.pdf

City of New Smyrna Beach, FL

Building Trades Examining Board

Board Roster

Robert John Werner

1st Term May 24, 2022 - Jan 01, 2025

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

Joseph Blanchett

4th Term Jan 21, 2022 - Jan 01, 2025

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

Paul Heer

6th Term Jan 02, 2023 - Jan 02, 2026

Email paulheer@cfl.rr.com
Home Phone : (386) 428-5494
Alternate Phone : (386) 690-4337
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

Vacancy

Appointing Authority City Commission
Position Regular Member

Vacancy

Position Regular Member

Vacancy

Position Alternate Member
Category At-large from Public

Vacancy

Position Alternate Member
Category At-large from Building Industry