Community Redevelopment Agency
Tuesday, April 28, 2026 at 5:20 PM

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

1. CALL TO ORDER

A. Roll Call

2. PUBLIC PARTICIPATION

3. CONSENT AGENDA

3.A Consider the adoption of the Community Redevelopment Agency meeting minutes from held on Tuesday, October 28, 2025.

4. OLD BUSINESS

4.A Correcting scrivener's error for Adaptive Reuse Opportunity Grant in the amount of $250,000 for Bernard Huckestein, owner of the NSB Magnolia LLC located at 300 Magnolia Street which was approved by the CRA Board January 27, 2026.

5. NEW BUSINESS

5.A Resolution No. CRA 02-26: Consider the adoption of a Resolution, which if adopted, would approve the amended CRA Budget and Re-appropriate CRA Trust Funds for specific CRA Capital Projects for Fiscal Year 2025-2026.

5.B Consider the approval of a Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Small-Scale Commercial Facade / Property Improvement 50-50 Matching Grant in the Amount of $14,500 to Trey Harshaw, owner of Harshaw LLC located at 121 N. Orange Street, New Smyrna Beach.

5.C Consider the approval of a Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Large Scale Commercial Facade / Property Improvement 50-50 Matching Grant in the amount of $29,088.50 to Ryan Shank, manager, of CMRC LLC for a "Pups Patio Dog Park & Bar" located at 736 Canal Street, New Smyrna Beach

5.D Consider the approval of a Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Small-Scale Commercial Facade / Property Improvement 50-50 Matching Grant in the amount of $15,652.38 to 511 Home Source Inc. located at 511 N. Orange Street, New Smyrna Beach.

6. REPORTS AND COMMUNICATIONS

6.A Director's Report

7. ADJOURNMENT

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

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

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

CONSIDER THE ADOPTION OF THE COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES FROM HELD ON TUESDAY, OCTOBER 28, 2025.

April 28, 2026

Background:

The CRA held a meeting on Tuesday, October 28, 2025. The meeting minutes are attached for the board's review and adoption consideration.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Community Revedelopment Agency Meeting Minutes - October 28,, 2025.pdf

Community Redevelopment Agency
Tuesday, October 28, 2025. at 6:10 PM

MINUTES

1. CALL TO ORDER

Having been duly advertised as required by law, the regular meeting of the Community Redevelopment Agency of the City of New Smyrna Beach, Florida, was held on Tuesday, October 28, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Chair Fred E. Cleveland opened the meeting at 6:10 PM.

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

2. PUBLIC PARTICIPATION

Karen Francis, 261 Minorca Beach Way, provided a definition of the Community Redevelopment Agency.

3. CONSENT AGENDA

3.A Consider the adoption of the Community Redevelopment Agency meeting minutes from held on Tuesday, September 9, 2025.

Motion:

Member McGuirk moved to adopt the Community Redevelopment Agency meeting minutes held on Tuesday, September 9, 2025. Member Ashley seconded the motion. The motion passed by unanimous vote.

4. OLD BUSINESS

5. NEW BUSINESS

5.A Consider the approval of a Community Redevelopment Agency of the City of New Smyrna Beach (CRA) large-scale commercial facade/property improvement 50-50 matching grant in the amount of $61,698 to Bob Colvin, President of International Brew, INC. dba Merks Bar & Grille located at 193 North Causeway, New Smyrna Beach.

Motion:

Member Perrine moved to approve the Community Redevelopment Agency of the City of New Smyrna Beach (CRA) large-scale commercial facade/property improvement 50-50 matching grant in the amount of $61,698 to Bob Colvin, President of International Brew, INC. dba Merks Bar & Grille located at 193 North Causeway, New Smyrna Beach. Member McGuirk seconded the motion. The motion passed by 4-1 majority vote with Vice Chair Martin voting no.

5.B Consider the approval of a Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Historic Commercial Preservation and/or not-for-profit grant (50-50 Matching) application in the amount of $20,598 for the New Smyrna Beach Garden Club to enhance the landscaping and create additional learning opportunities at their building located at 2000 Turnbull Bay Road.

Motion:

Vice Chair Martin moved to approve a Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Historic Commercial Preservation and/or not-for-profit grant (50-50 Matching) application in the amount of $20,598 for the New Smyrna Beach Garden Club to enhance the landscaping and create additional learning opportunities at their building located at 2000 Turnbull Bay Road. Member McGuirk seconded the motion. The motion passed by unanimous vote.

5.C Consider an extension for Delegal LTD Inc. for the large-scale commercial facade/property improvement grand at 1311 North Dixie Freeway.

Motion:

Member McGuirk moved to approve an extension for Delegal LTD Inc. for the large-scale commercial facade/property improvement grand at 1311 North Dixie Freeway. Vice Chair Martin seconded the motion. The motion passed by unanimous vote.

6. REPORTS AND COMMUNICATIONS

7. ADJOURNMENT

As there was no further business to discuss, Chair Cleveland adjourned the meeting at 6:45 pm.

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CORRECTING SCRIVENER'S ERROR FOR ADAPTIVE REUSE OPPORTUNITY GRANT IN THE AMOUNT OF $250,000 FOR BERNARD HUCKESTEIN, OWNER OF THE NSB MAGNOLIA LLC LOCATED AT 300 MAGNOLIA STREET WHICH WAS APPROVED BY THE CRA BOARD JANUARY 27, 2026.

April 28, 2026

Background:

On January 27, 2026, the CRA Board approved an Adaptive Reuse Opportunity Grant in the amount of $250,000 to Bernard Huckestein, owner of the NSB Magnolia LLC located at 300 Magnolia Street, New Smyrna Beach for the construction of the Yardery of New Smyrna Beach (YNSB).

While reviewing and filing grants, staff noticed that the form that was submitted was the incorrect form (Historic Preservation for Commercial and Not-for-Profit). The information provided does not change, only the form in which the applicant submitted.

Motion to approve.

Findings:

The grant applicant / awardee has provided the information using the corrected form.

Fiscal Analysis:

No change.

Strategic Plan Item:

No

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

Attachments:

Incorrect Application - 300 Magnolia - The NSB Yardery.pdf
Corrected Application Form - 300 Magnolia - The NSB Yardery.pdf
Agreement - 300 Magnolia - NSB Magnolia LLC- fully executed.pdf

INCORRECT FORM

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE (Old Connor Library)
NEW SMYRNA BEACH, FLORIDA 32168

Historic Commercial and Not-for-Profit Preservation 50-50 Matching Grant
Program Overview & Application

I. PROGRAM PURPOSE

The Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Historic Commercial and Not-for-Profit Preservation Grant Program is designed to provide 50-50 matching funding assistance for **exterior only façade and property improvements of designated local landmarks within the Historic District of the CRA District.** The program would adhere to the Secretary of the Interior's Standards, and the City of New Smyrna Beach Historic Preservation policies and guidelines.

II. APPLICANT & PROPERTY ELIGIBILITY

Eligible applicants include any legally established commercial or not-for-profit or non-profit organization that owns or leases property within the Historic District in the CRA District. Not-for-Profit or Non-Profit applicants must provide educational or healthcare services to the public.

Eligible properties include any property that is acknowledged by the City of New Smyrna Beach as a designated local landmark or site within the Historic District and within the CRA District.

III. ELIGIBLE PROJECT ITEMS

In general, the intent of the guidelines is to restrict funding to visible improvements to the exterior façade or property of the historic structure or to assist with improvements to the building to ensure its economic viability by meeting applicable building codes.

1. Improvements to the **exterior** of the building façade or property include the following:
    a. Exterior wall repair (stucco, brick, or wood repairs and replacement)
    b. Exterior doors/windows (trim pieces)
    c. Signage
    d. Roof replacement or repair
    e. Landscaping around the building (irrigation included)
    f. Decorative exterior façade improvements (i.e., awnings, canopies etc.)
    g. Exterior ADA improvements
    h. Exterior lighting
    i. Exterior fencing (excluding chain link, barbed wire, and wood panels)
    j. Exterior painting
    k. Public utilities and infrastructure

❖ Note: Items not listed above will not be considered for grant approval.

For Example, Ineligible expenses may include, but limited to:

- Installation of trash receptacles
- Where a property is not currently in compliance, landscape material and work required to come into compliance with the City of New Smyrna Beach's Code of Ordinances or Land Development Regulations.
- Improvements made prior to grant approval
- Interior renovations
- Non fixed improvements
- Inventory or equipment
- Sweat equity (i.e., payment for applicant's own labor and performance for renovation or new construction work.
- Not-for-Profit or Business payroll
- General periodic maintenance

IV. PROGRAM & PROJECT FUNDING

Within a fiscal year (October 1-September 30), the Historic Commercial and Not-for-Profit Preservation Grant 50-50 Matching Program will be funded, on a first-come and first qualified applicant basis, with available funds from the CRA's applicable Trust Fund. Limit on Allocation of Funds.

An application to the program does not guarantee that a project will be fully funded.

A. EXTERNAL PROJECT FUNDING RESOURCE DISCLOSURE

If an applicant receives other funding resources (i.e., grants, loans etc.) for an eligible project, the applicant must disclose those resources to the CRA during the time of application. Based on other project funding resource information, CRA staff will determine CRA grant funding contribution options for the project. Funding options may include gap funding or matching reimbursement funding.

V. PROGRAM ADMINISTRATION

CRA/Economic Development staff is responsible for the management of the program. The program is subject to overall policy direction and general oversight by the Community Redevelopment Agency of the City of New Smyrna Beach Board. All projects must be approved by the CRA Board before any work begins.

Grants will be administered following the City's purchasing policies. CRA staff will receive and process recommendations for approval. CRA staff will work with the grant applicant to ensure the grant applications comply with the codes and ordinances of the City of New Smyrna Beach.

VI. PROGRAM KEY PERFORMANCE REQUIREMENTS

To measure program success, **Key Performance Indicators (KPI)** and **Return on Investment (ROI)** components have been established.

Key performance indicators include:

- **Number of beneficiaries served**: This KPI tracks how many people in the community benefited from the non-profit's services over a 3-year period.
- **Beneficiary growth over time**: This KPI looks at how the number of people served changes over a 3-year period.

*After receipt of grant funds, an applicant will be required to submit periodic written reports on the KPIs to the CRA.

Return on Investment considerations include:

- **Land and Building Value trends**: Based on the façade/property improvement scale and scope of work, CRA staff will utilize Volusia County Property Appraiser data to measure land and building valuation trends on the property over a 3-year period.

*Periodic valuation reports will be provided to the CRA Board and City Commission for consideration.

A. General Application Review and Approval Process

1. Applicant (owner) contacts CRA staff or downloads a Historic Commercial and Not-for-Profit Preservation Grant 50-50 Matching Grant Application from the CRA page of the city's website. If the applicant is the lessee, written consent of the owner should be attached to the application. The application must be submitted to the CRA to be considered (Reference the Application Checklist for application instructions)
2. Applicant provides CRA staff with a detailed outline of the proposed project and non-profit based educational or healthcare program services. This will include:
    a. Non-profit educational or healthcare-based service narrative.
        - The narrative needs to:
            - Explain what services are being offered
            - Indicate how many beneficiaries or individuals are served
            - Indicate how many beneficiaries are expected to be served over the subsequent 3 years.
            - Provide a program budget

    b. Photographs, clearly showing existing conditions.
    c. Detailed drawing, to approximate scale, showing proposed improvements.
    d. Written specifications outlining scope of work..
    e. Façade/Property Improvement project budget, showing (3) contractor firm estimates of all work items.
        - Applicant obtains 3 cost estimates for the proposed project and submits to CRA staff. If obtaining 3 cost estimates is not feasible, the applicant will be responsible for providing the CRA staff with written proof that estimates were not received by a company.
3. CRA staff reviews the project information to ensure compliance with program guidelines.

4. If the CRA Historic Commercial and Not-for-Profit Preservation 50-50 Matching Grant application is program compliant, the applicant must contact the city's **Historic Preservation Officer** (HPO) at **(386) 410-2833** and submit a **Historic Preservation Commission Certificate of Appropriateness Application.** The HPO reviews the application and works with the applicant to schedule a Historic Preservation Commission (HPC) Meeting. The HPC meeting will determine if the application obtains a **Certificate of Appropriateness.**
5. If the project receives HPC approval and a Certificate of Appropriateness, CRA staff will work with the applicant to obtain authorized applicant signatures/notaries for a **CRA Grant Agreement and Affidavit**. Then, CRA staff will schedule a CRA Board and City Commission meeting to present the project for CRA Grant approval consideration.
6. If approved by the CRA Board and City Commission, project work can begin after all necessary permits etc. have been issued by the City's Development Services staff. During this phase, CRA staff will provide an award letter to the applicant that will include additional grant compliance requirements and guidance.
7. Upon completion of the project, CRA staff inspects and approves CRA Board approved work as well as monitors compliances with the CRA Grant Agreement etc.

B. Grant Payments Process:

1. Grant payments: Subject to the terms and conditions of the Grant Agreement, payment will be made within approximately ninety (90) days from the CRA receiving the following:
   a) Detailed invoices for approved and completed CRA project items
   b) Building Department Inspection forms and completed final inspections (if applicable)
2. Alternatively, it is within the CRA/Economic Development Director's discretion to authorize that partial grant payments be issued on a draw schedule to facilitate the timely completion of some of the approved CRA project items.

C. Permits and Contractors

1. Construction work for buildings must be done by a licensed contractor.
2. **EXAMPLES OF PERMITS WHICH MUST BE PULLED INCLUDE BUT ARE NOT LIMITED TO:**
   Electrical
   Awnings
   Signage
   Renovation – Structural Renovation or Structural Aesthetic Changes

No permits are needed for painting. Paint colors must be approved by CRA Staff

PROGRAM ACKNOWLEDGEMENT (REQUIRED)

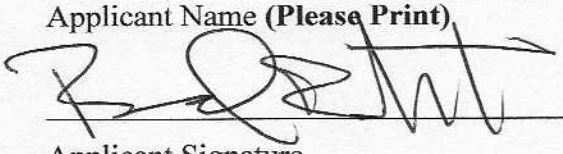
I have read, understand, and accept the program overview and guidelines set forth above for the CRA Historic Commercial and Not-for-Profit Preservation 50-50 Matching Grant Program.

300 Magnolia Street - New Smyrna Beach, FL. 32168

Property Address City, State, Zip Code

Bernard R Huckestein

Applicant Name **(Please Print)**



Applicant Signature

CRA
NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

APPLICATION CHECKLIST

Every application package must include ALL the following items before it will be processed and considered for approval.

- ☐ TAB 1: Written detailed description of the improvements to be done to the property
- ☐ TAB 2: Copy of valid IRS Tax Exemption Certification or proof of current tax-exemption status is required.
- ☐ TAB 3: Copy of Business Tax Identification (if applicable)
- ☐ TAB 4: Copy of Occupational Licenses
- ☐ TAB 5: Copy of Warranty Deed,
- N/A ☐ TAB 6: Copy of Lease (if applicable),
- ☐ TAB 7: Copy of Property Appraisal Records
- ☐ TAB 8: Plans or sketches (if applicable)
- ☐ TAB 9: Rendering of completed project (needed for presentation purposes)
- ☐ TAB 10: Site plan and plant list for landscape projects
- ☐ TAB 11: Third-party cost estimates from three (3) Florida licensed contractors
- ☐ TAB 12: Estimated timeline or project schedule
- ☐ TAB 13: Evidence of financial ability to pay for the project (approved loan, cash account, line of credit, funding commitment letters etc.)
- ☐ TAB 14: Completed Application
- ☐ TAB 15: Completed Checklist

ALL DOCUMENTS ALONG WITH COMPLETED APPLICATIONS SHOULD BE PROPERLY LABELED AND PROVIDED IN A FULL COMPLETE PACKAGE. PARTIAL SUBMISSIONS WILL NOT BE REVIEWED OR ACCEPTED.

NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

HISTORIC PRESERVATION 50-50 MATCHING GRANT PROGRAM APPLICATION

(Complete All Sections, if not applicable enter or write: N/A)

APPLICANT

Name: Bernard R Huckestein

Address: 9685 Bent Arrow Cove

City, State: Apopka, FL

Zip Code: 32703 Phone Number: 207-745-6584

E-mail: bernie@theyardery.com

BUILDING TO BE IMPROVED/PROPERTY INFORMATION

Owner: NSB Magnolia LLC

Address: 300 Magnolia Street

City, State: New Smyrna Beach, FL

Zip Code: 32168

OWNER OF PROPERTY (if not the applicant)

Name: Same

Address: _____

City, State: _____

Zip Code: _____ Phone Number: _____

E-mail: _____

NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

FAÇADE/PROPERTY IMPROVEMENT PROJECT INFORMATION

Please describe your façade/property improvement project plans below. If necessary, you can attach information.

The property will undergo complete transformation as outlined in Section 1, 8-10 attached hereto. Property will be raised with a new family and community focused structure to be built. The Yardery of NSB will be a family focused restaurant

PLEASE SEE ATTACHMENT FOR SELECTED IMPROVEMENTS

Select all applicable improvements for the property. Make sure your cost aligns or matches with contractor estimates provided in your application.

ITEM	ESTIMATED COST	ITEM	ESTIMATED COST
Exterior Wall Repair (stucco, brick, or wood repairs and replacement)	Please See Attached	**ADA improvements**	
Exterior Doors/Windows (includes trim pieces)		**Exterior Lighting**	
Signage		**Exterior fencing (excluding chain link, barbed wire, and wood panels)**	
Roof Replacement or Repair		**Exterior painting**	
Landscaping around the building (irrigation included)		**Public utilities and infrastructure**	
Decorative exterior façade improvements (i.e., awnings, canopies etc.)		**TOTAL ESTIMATED COST (Add up all project costs and enter here)**	

NEW SMYRNA BEACH

Name of **LICENSED** General Contractor for the Project: Farrar Construction Services, Inc

Address of General Contractor: 6920 Martland Avenue

City, State Groveland, FL Zip Code 34736

Phone Number of General Contractor: (407) 466-1833

Email for General Contractor: $ 2,756,786.69

Estimated Total Project Cost: $ 2,756,786.69 Grant Amount Requested: $ $500k - 50/50

SOURCES OF PROJECT FUNDING (OTHER THAN CRA GRANT)

We have SBA financing aligned for construction and operation

FOR NON-PROFIT PROGRAM OR SERVICE DESCRIPTION

Please describe your existing Education / Healthcare Not-for-Profit Program or Service below. Also, please include any program budget information. If necessary, you can attach typed or written information for this section to the application.

CRA
NEW SMYRNA BEACH

APPLICATION AGREEMENT

I (we), the applicant(s) understand that the intent of this application is only for purposes of prequalifying for a 50-50 Matching Historic Commercial and Not-for-Profit Preservation Grant Program and does not guarantee acceptance or approval and no commitment is hereby made on the part of either the applicant or the Community Redevelopment Agency of the City of New Smyrna Beach (CRA).

I (we) certify that to the best of my (our) knowledge, all the information in this application and all information furnished in support of this application is true and correct. Any property assisted under this program will not be used for any illegal or restricted purposes. Any intentionally false or fraudulent statement or supporting documents will constitute cancellation of my (our) application. The CRA is hereby authorized to verify any of the information provided and to inspect the property prior to approval.

I authorize the City of New Smyrna Beach and the CRA or its agents to take photos of myself and myself and business to be used to promote the program.

BERNARD R. HUCKESTEIN

Applicant Name **(Please Print)**

Applicant Signature

1/9/26

Date

Applicant Name **(Please Print)**

Applicant Signature

Date

CRA
NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

Property Owner Authorization Form

****To be completed only if the applicant is a tenant**** N/A

The undersigned owner of the existing building located at:

_____
Address

Certifies that:

_____
Applicant

Operates a Commercial or Not-For-Profit or Non-Profit Organization at the above location. The undersigned agrees to permit the Applicant and his licensed contractors or agents to implement the improvements listed on the Historic Commercial and Not-for-Profit Preservation 50-50 Matching Grant Application. I understand and agree that neither the CRA nor the City of New Smyrna Beach assume responsibility or liability to me or any other part for any action or failure of any contractor or other third party and in no way guarantee any work to be done or material to be supplied. In consideration of the Historic Commercial and Not-for-Profit Preservation Grant Program 50-50 Matching Grant to complete exterior façade and property improvements, the undersigned hereby waives and releases any claim against the City of New Smyrna Beach and the Community Redevelopment Agency of the City of New Smyrna Beach (CRA) arising out of the use of said funds for the purposes set forth in the Application. The undersigned agrees to hold the City and the CRA harmless for charges, damages, claims or liens arising out of the Applicant's participation in the Historic Commercial and Not-for-Profit Preservation 50-50 Matching Grant Program.

_____
Property Owner Name

_____
Property Owner Signature Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (numeric date) day of _____ (month), _____ (year), by _____ (name of person acknowledging).
(Seal)

_____
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: _____
OR Produced Identification: _____
Type of Identification Produced: _____

Property Owner Authorization Form

N/A

*******To be completed only if the applicant is a tenant*******

THIS AGREEMENT is entered into this _____ day of _____ 20_____, by and between the Community Redevelopment Agency of the City of New Smyrna Beach ("CRA") and

_____ ("Applicant").

WHEREAS, Applicant has made application for a grant with the CRA under the CRA Historic Commercial and Not-for-Profit Preservation 50-50 Matching Grant; and

WHEREAS, CRA has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

1. Applicant agrees to complete the Project consistent with the application submitted to CRA, which is attached to this Agreement and made a part hereof as Exhibit "A".

2. In consideration of Applicant satisfactorily completing the Project, CRA will reimburse Applicant the approved amount of $_____, (50% matching grant) (in no event shall CRA pay more than $50,000.00).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first stated above.

APPLICANT:

By: _____

Print Name: _____

By: _____

Its: _____
"Applicant"

Community Redevelopment Agency of the City of New Smyrna Beach Board

_____
Chairperson

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH, FLORIDA 32168

Adaptive Reuse Opportunity 50-50 Matching Grant Program Overview

Awards up to $250,000 (as funds are available)

PROGRAM DESCRIPTION:

The Adaptive Reuse Opportunity 50-50 Matching Grant Program (up to $250,000) awards grant funds for EXTERIOR ONLY improvements to commercial businesses and properties that are located within the Community Redevelopment Agency's District.

These improvements can include, but are not limited to facade painting, parking lot resurfacing, signage, landscaping, etc. Maximum CRA grant awards cannot exceed $250,000 per applicant. The Adaptive Reuse Opportunity (ARO) Grant was created to encourage desired changes of use (permissible by New Smyrna Beach Land Development Regulations) through the redevelopment of commercial buildings and properties that are for sale or lease with commercial frontage within the CRA District. The program allows the CRA to fund grant recipients or grantees on a reimbursement basis for 50% of the cost to enhance commercial facades and property improvements up to $250,000.

For example: For a CRA Grant Recipient to receive $250,000, the applicant must spend $500,000. Once the required documentation has been submitted for approval and the project obtains regulatory approval, the $250,000 is reimbursed to the recipient.

To be considered, commercial property or business owners within the CRA district / area must submit a completed application accompanied by at least (3) estimates from licensed general contractors. Other estimates may be acceptable depending upon the type of improvement proposed; please contact the CRA department regarding your specific proposal to determine if quotes from other licensed businesses or companies would be accepted prior to obtaining the estimates.

PROGRAM RULES:

The following rules are intended to inform a potential grant applicant of the extent and scope of the program. The purpose of the program is to encourage commercial property owners to upgrade their properties by improving the external appearance of their business and to encourage businesses to invest in the growth of their business within the CRA District. The result will halt deterioration, stabilize property values, improve, and upgrade the appearance of the area, and facilitate and encourage redevelopment activity within the targeted area of the CRA.

1. The program is available only for commercial property located within the CRA District. **Click the link below to see if your address is in the CRA Grants' Targeted Area**: https://www.cityofnsb.com/1364/US-1-CRA-Grant-Program-Details

2. All proposed exterior improvements using CRA funds must be approved by the CRA Board before proceeding.

3. The program is for commercial properties and businesses only. Residentially zoned properties are NOT eligible (this includes multi-family units, apartment buildings and duplexes). The property owner must be the applicant. However, if the property is currently leased to a tenant, then the Application and Agreement must be jointly executed by both the owner and the tenant.

Eligible Properties include:

- Commercial and Industrial Properties

Eligible Businesses include:

- Aerospace
- Aviation
- Light Industry (including Manufacturing)
- Creative Class, including High Tech
- Professional Office
- Healthcare
- Retail
- Restaurant

4. Eligible exterior Commercial Façade/Property Improvements for this program include:

- Painting
- Shutters
- Roof Repair
- Awnings/canopies
- Decorative exterior facade improvements
- Exterior doors/windows
- Landscaping around the building
- Irrigation
- Parking lot re-paving, re-sealing, re-striping
- Exterior lighting
- Patio or decks connected to the building
- Exterior wall repairs (e.g., stucco, brick or wood repairs and replacement)
- ADA improvements
- Signage
- Fencing (excluding chain link, barbed wire, and wood panels)
- Demolition of structure and (re)sodding of vacant property

- Public utilities and infrastructure required for business or commercial property
- Professional Design Assistance
- Exterior Security Features

Ineligible expenses include:

- Installation of trash receptacles
- Where a property is not currently in compliance, landscape material and work required to come into compliance with the City of New Smyrna Beach's Code of Ordinances or Land Development Regulations.
- Improvements made prior to grant approval
- Interior renovations
- Non fixed improvements
- Inventory or equipment
- Sweat equity (i.e., payment for applicant's own labor and performance for renovation or new construction work.
- Business payroll
- General periodic maintenance

5. All work must be done in compliance with applicable City of New Smyrna Beach Building Codes and Land Development Regulations. All contractors must be licensed in Florida. Please contact the City of New Smyrna Beach Development Services Department at (386) 410-2800 regarding the proposed work to schedule a Pre-Application Meeting prior to submitting an Adaptive Reuse Opportunity Grant Application.

6. Grant funds will be reimbursed exclusively for approved work, approved change orders and only for work that has been performed after the grantee has received notification that the Grant Application has been approved by the CRA Board. Any work completed prior to receiving grant approval is ineligible for reimbursement.

7. The Commercial Façade/Property Improvement Grant Program is only available to applicants who have not previously participated in the program

APPLICATION PROCESS:

1. An applicant seeking a project grant may secure an application from the New Smyrna Beach Community Redevelopment Agency (CRA) located at 210 Sams Avenue, New Smyrna Beach, FL 32168, phone (386)-279-2497 or download the application from Community Redevelopment | New Smyrna Beach, FL - Official Website (cityofnsb.com)

2. The CRA will administer the Adaptive Reuse Opportunity Grant Program and funding. In addition to the appropriate City of New Smyrna Beach building inspections, the CRA will inspect the work to determine the satisfactory completion of the work.

3. Applicants may not have any outstanding City of New Smyrna Beach liens against their property. If an Applicant has an outstanding City of New Smyrna Beach lien against the property, the grant will not be awarded until the complete satisfaction of the lien.

4. Application to this Program is not a guarantee of funding. Funding is at the sole discretion of the New Smyrna Beach CRA Board). Applications will be scored, ranked and presented to the CRA Board for final approval. The total available program funding is subject to change.

5. Once an application is deemed complete and meets all of the criteria, the applicant will also sign an agreement and affidavit. The application, support documents, agreement and affidavit will be submitted by the CRA Director to the CRA Board for the next available CRA Board meeting for approval. Work cannot begin prior to approval. Any work started prior to approval is not eligible for reimbursement.

REIMBURSEMENT PROCESS:

1. Grant Payments — Subject to the terms and conditions of the Grant Agreement, reimbursement will be made within approximately ninety (90) days from the CRA receiving the following:

a) Detailed invoices, copy of processed or cancelled check and proof of payment for Eligible Reimbursable Costs

b) Building Department Inspection forms and completed final inspections.

2. Alternatively, it is within the CRA/Economic Development Director's discretion to authorize that partial grant payments be issued on a draw schedule to facilitate the timely completion of some of the approved projects.

3. Site Visits — CRA staff will conduct a site visit before grant payment is made to verify that the business is in operation. Staff may also conduct unannounced site visits periodically to ensure compliance with the terms of the grant agreement. Staff will complete a final inspection prior to issuing final payment.

4. Reporting — by accepting the grant, the applicant agrees to comply with any reporting procedures deemed necessary by CRA staff to verify that the required job positions are properly fulfilled and maintained. Reporting may include, but is not limited to, payroll records, work schedules, and reporting forms.

5. The CRA will release funds to the client on a reimbursement basis at the completion of the entire project.

6. The CRA staff will perform monitoring exercises at least once a year to record the applicant's compliance with the grant's requirements. The monitor will formally report the applicant's level of compliance to the CRA Director and will also report any corrective action plans that the applicant has committed to implementing to achieve the

agreed upon compliance goals in the grant agreement. Staff will review the documents provided. If everything is in order, the project will be declared completed and process payment to the applicant for the amount allowed by the Grant Agreement.

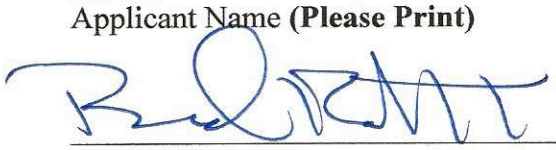
I have read, understand, and accept the program overview and guidelines set forth above for the Adaptive Reuse Opportunity 50-50 Matching Grant Program.

300 Magnolia Street, New Smyrna Beach, FL 32168

Property Address City, State, Zip Code

Bernard R Huckestein

Applicant Name **(Please Print)**



Applicant Signature

APPLICATION CHECKLIST

Every application package must include ALL of the following items before it will be processed and considered for approval.

☐ TAB 1: Written detailed description of the improvements to be done to the property

☐ TAB 2: W9 Form (attached)

☐ TAB 3: Copy of Business Tax Identification

☐ TAB 4: Copy of Occupational Licenses

☐ TAB 5: Copy of Warranty Deed,

☐ TAB 6: Copy of Lease (if applicable),

☐ TAB 7: Copy of Property Appraisal Records (paid property taxes)

☐ TAB 8: Plans or sketches (if applicable)

☐ TAB 9: Rendering of completed project (needed for presentation purposes)

☐ TAB 10: Site plan and plant list for landscape projects

☐ TAB 11: Third-party cost estimates from three (3) Florida licensed contractors

☐ TAB 12: Estimated timeline or project schedule

☐ TAB 13: Evidence of financial ability to pay for the project (approved loan, cash account, line of credit, etc.)

☐ TAB 14: Completed Application

☐ TAB 15: Completed Checklist

ALL DOCUMENTS ALONG WITH COMPLETED APPLICATIONS SHOULD BE PROPERLY LABELED AND INSERTED INTO A MULTI PART PRONGED FOLDER. PARTIAL SUBMISSIONS WILL NOT BE REVIEWED OR ACCEPTED.

Adaptive Reuse Opportunity Grant Program Application

1. APPLICANT

Name: Bernard R Huckestein

Address: 9685 Bent Arrow Cove

City, State: Apopka, FL

Zip Code: 32703 Phone Number: 207-745-6584

E-mail: bernie@theyardery.com

2. BUILDING TO BE IMPROVED/PROPERTY INFORMATION

Owner: NSB Magnolia LLC

Address: 300 Magnolia Street

City, State: New Smyrna Beach, FL

Zip Code: 32168

3. **OWNER TYPE:**

☐ Individual ☐ Partnership ☒ LLC

☐ Sole Proprietorship ☐ Corporation ☐ Non-Profit

4. OWNER OF PROPERTY (if not the applicant)

Name: same

Address:

City, State:

Zip Code: Phone Number:

E-mail:

5. PROJECT INFORMATION

Project Description

The property will undergo complete transformation as outlined in attached. Property will be raised with a new family and community focused structure to be built. The Yardery of NSB will be a family focused restaurant. See attached

Select all applicable ambitioned improvements in the property.

IMPROVEMENT	COST	IMPROVEMENT	COST
☐ Painting		☐ Exterior lighting	
☐ Shutters		☐ Patio or decks connected to the building	
☐ Roof Repair See Attached		☐ Exterior wall repairs (e.g. stucco, brick or wood repairs and replacement)	
☐ Awnings/canopies		☐ ADA improvements	
☐ Decorative exterior facade improvements		☐ Signage	
☐ Exterior doors/windows		☐ Fencing (excluding chain link, barbed wire, and wood panels)	
☐ Landscaping around the building		☐ Demolition of structure	
☐ Irrigation		☐ Public Utilities and Infrastructure relative to business or commercial property	
☐ Parking lot repaving, resealing, restriping		☐ Exterior Security Features	
☐ Professional Design Assistance		**ESTIMATED TOTAL IMPROVEMENT COST**	

Name of **LICENSED** General Contractor for the Project: Farrar Construction Services, Inc.

Address of General Contractor: 6920 Martland Avenue

City, State Groveland, FL Zip Code 34736

Phone Number of General Contractor: 407-466-1833

Email for General Contractor: 2,756,786.69

Estimated Total Project Cost: $2,756,786.69 Grant Amount Requested: $250,000.00

6. **SOURCES OF FUNDING**

SBA Financing

7. **APPLICATION AGREEMENT**

I (we), the applicant(s) understand that the intent of this application is only for purposes of prequalifying for an Adaptive Reuse Opportunity Program 50-50 Matching Grant and does not guarantee acceptance or approval and no commitment is hereby made on the part of either the applicant or the Community Redevelopment Agency of the City of New Smyrna Beach (CRA).

I (we) certify that to the best of my (our) knowledge, all the information in this application and all information furnished in support of this application is true and correct. Any property assisted under this program will not be used for any illegal or restricted purposes. Any intentionally false or fraudulent statement or supporting documents will constitute cancellation of my (our) application. The CRA is hereby authorized to verify any of the information provided and to inspect the property prior to approval.

I authorize the City of New Smyrna Beach and the Community Redevelopment Agency of the City of New Smyrna Beach (CRA) or its agents to take photos of myself and myself and business to be used to promote the program.

Bernard R. Huckesteain

Applicant Name **(Please Print)**

Applicant Signature 4-13-26 Date

Applicant Name **(Please Print)**

Applicant Signature Date

Property Owner Authorization Form

****_To be completed only if the applicant is a tenant_****

The undersigned owner of the existing building located at:

_____

Address

Certifies that:

_____

Applicant

Operates a business at the above location. The undersigned agrees to permit the Applicant and his licensed contractors or agents to implement the improvements listed on the Adaptive Reuse Opportunity Program 50-50 Matching Grant Application. I understand and agree that neither the Community Redevelopment Agency of the City of New Smyrna Beach (CRA) nor the City of New Smyrna Beach assume responsibility or liability to me or any other part for any action or failure of any contractor or other third party and in no way guarantee any work to be done or material to be supplied. In consideration of the Adaptive Reuse Opportunity Program Grant to complete exterior property improvements of the commercial property, the undersigned hereby waives and releases any claim against the City of New Smyrna Beach and the Community Redevelopment Agency of the City of New Smyrna Beach (CRA) arising out of the use of said funds for the purposes set forth in the Application. The undersigned agrees to hold the city and the CRA harmless for charges, damages, claims, or liens arising out of the Applicant's participation in the Adaptive Reuse Opportunity Grant Program.

_____

Property Owner Name

_____

Property Owner Signature Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (numeric date) day of _____ (month), _____ (year), by _____ (name of person acknowledging).
(Seal)

_____

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: _____

OR Produced Identification: _____

Type of Identification Produced: _____

THIS AGREEMENT is entered into this _____ day of _____ 20_____, by and between the Community Redevelopment Agency of the City of New Smyrna Beach ("CRA") and

_____

("Applicant").

WHEREAS, Applicant has made application for a grant with the CRA under the CRA Adaptive Reuse Opportunity Program Grant; and

WHEREAS, Community Redevelopment Agency of the City of New Smyrna Beach (CRA) has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

1. Applicant agrees to complete the Project consistent with the application submitted to CRA, which is attached to this Agreement and made a part hereof as Exhibit "A".

2. In consideration of Applicant satisfactorily completing the Project, CRA will reimburse Applicant the approved amount of $_____, (in no event shall CRA pay more than $250,000.00).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first stated above.

APPLICANT:

By: _____

Print Name: _____

By: _____

Its: _____

"Applicant"

Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Board

_____

Chairperson

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH ADAPTIVE REUSE OPPORTUNITY (ARO) GRANT AGREEMENT

This agreement is entered into this 27 day of January, 2026 by and between the City of New Smyrna Beach Community Redevelopment Agency, a Section 163.357, Fla. Stat., agency ("**GRANTOR**") and **Bernard R. Huckstein,** manager of **NSB Magnolia LLC,** located at **300 Magnolia Street, New Smyrna Beach, FL.** ("**GRANTEE**"), property owner.

RECITALS

WHEREAS, **GRANTOR** has established an Adaptive Reuse Opportunity Grant Program to further the Community Redevelopment Area (CRA) of the City of New Smyrna Beach Master Plan and encourages the adaptive reuse of commercial properties by assisting in the cost of exterior commercial façade/property improvement projects within the CRA District / Area; and

WHEREAS, **GRANTEE** is the owner of a property located at **300 Magnolia Street, New Smyrna Beach, FL 32168** and has made application for a grant under the Adaptive Reuse Opportunity Grant Program for **Demolition of existing structure, painting, roof, awnings, decorative exterior façade improvements, infrastructure (utilities) required for the business, doors and windows, ADA improvements, and perimeter fencing**; and

WHEREAS, **GRANTOR** has evaluated the application against the program criteria and finds that the proposed improvements to be made by **GRANTEE** satisfy the program criteria and will provide a great benefit to the CRA.

NOW THEREFORE **GRANTOR** AND **GRANTEE** AGREE AS FOLLOWS:

SECTION 1. IMPROVEMENTS. GRANTEE agrees to: **Demolition of existing structure, painting, roof, awnings, decorative exterior façade improvements, infrastructure (utilities) required for the business, doors and windows, ADA improvements, and perimeter fencing**; of the building located at **300 Magnolia Street, New Smyrna Beach, FL 32168**, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

(a) **GRANTEE**. agrees that it will execute a deed restriction recorded in the Volusia County Public Records, eliminating Pawn Shop, Boat, Motor, and Boat Trailer Sales and Service, Car Rental and Leasing, and Automobile Sales, Recreation Vehicle Sales, and Trailer Sales New and Used, including all vehicles with two wheels or more, from any future use of the property, in perpetuity.

(b) **GRANTEE** agrees that it is required to obtain all necessary permits to proceed with the proposed exterior improvements and that all work must comply with the City's Land Development Regulations, the Florida Building Code, and any other applicable City, County, State or Federal regulations.

(c) **GRANTEE** agrees that the work involved for the proposed exterior commercial façade/property improvements must begin within **ninety (90) calendar days** of the date of execution of this Agreement and that failure to begin work in that time frame may result in the proposed improvements being deemed ineligible for grant reimbursement.

(d) **GRANTEE** agrees and understands that all work eligible for reimbursement must be completed and approved by staff on or before **January 31, 2027**.

(e) **GRANTEE** agrees that the CRA/Economic Development Director may approve a maximum of two (2) grant extensions for a total of an additional 240 days. Any additional grant extensions shall require approval of the Community Redevelopment Agency.

SECTION 2. REIMBURSEMENT. GRANTEE understands that the maximum eligible amount for the aforementioned improvements, **Demolition of existing structure, painting, roof, awnings, decorative exterior façade improvements, infrastructure (utilities) required for the business, doors and windows, ADA improvements, and perimeter fencing;,** total eligible costs which must be a minimum of $500,000, not to exceed $250,000, and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling **$ 585,099 for the above-mentioned items** (total project estimated cost $2,756,787) the maximum eligible grant award to **GRANTEE** is **$250,000,** subject to the following conditions:

(a) **GRANTEE** understands and agrees that it shall incur all project costs and may receive reimbursement from **GRANTOR** only after the Section 1, "Improvements" have been completed in a professional and workman-like manner and completed in substantial conformity with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with

the terms of this Agreement. **GRANTEE** agrees that the project shall be deemed complete only after final inspection and approval by the CRA/Economic Development Department and the Development Services Director or designee. Such inspection will only be performed after the **GRANTEE** tenders the following to **GRANTOR**:

1) An executed and notarized contractor statement showing the full cost of the work, as well as each separate component amount due to the contractor and each subcontractor involved in furnishing labor, materials or equipment; and

2) Proof of payment for eligible reimbursable costs (e.g., detailed invoices and copies of processed or cancelled checks); and

3) Proof that all required local, state and federal permits were secured; and

4) Proof that all work passed the requisite inspections; and

5) Final lien waivers from all contractors and subcontractors.

No later than 30 days after approval, **GRANTOR** shall issue a check to the **GRANTEE** for an amount up to the maximum eligible grant award as demonstrated by the proof of payment.

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to _Bernard R. Huckestein, NSB Magnolia, LLC, 9685 Bent Arrow Cove, Apopka, FL 32703._

(c) **GRANTEE** agrees that it is within the CRA/Economic Development Director's discretion to authorize partial grant payments based upon a draw schedule to facilitate the timely completion of approved projects, but in no event will the partial payments add up to an amount more than the maximum eligible grant award.

SECTION 3. INTERIM INSPECTIONS. GRANTEE agrees that the CRA/Economic Development Department shall periodically review the progress of the exterior commercial façade/property improvements. Such inspections shall not replace any permit inspection by the City's Development Services Department. **GRANTOR** agrees that the CRA/Economic Development Department shall notify **GRANTEE** of any work which does not appear to be in

conformance with the approved plans, design drawings, and specifications. Such deficiencies shall be immediately remedied by the **GRANTEE**. **GRANTEE** agrees that failure to cure deficient or improper work may result in denial of any reimbursement payment request.

SECTION 4. ALTERATIONS. GRANTEE agrees not to alter, modify or remove the improvements made in accordance with this Agreement without the written permission of **GRANTOR** for a period of five years.

SECTION 5. MAINTENANCE. GRANTEE agrees to maintain the improvements made in accordance with this Agreement for a period of five years. **GRANTEE** agrees that if it does not maintain the improvements made in accordance with this Agreement for a period of five years, it shall reimburse **GRANTOR** all grant monies received under this Agreement for any exterior commercial façade/property improvements that have not been maintained. **GRANTEE** also agrees that if within the five-year maintenance period the exterior improvements are damaged by such things as automobiles, wildlife, acts of nature, or stolen, it shall notify **GRANTOR** and provide documented proof of such damage. **GRANTEE** agrees and understands that it shall repair or replace any of the exterior improvements that are damaged or stolen within the five-year maintenance period at its sole expense.

SECTION 6. FUTURE SALE. GRANTEE agrees that if the commercial property is to be listed for sale or lease within five years of the grant funds being awarded, **GRANTEE** or its authorized representative must notify the CRA in writing via certified mail within five calendar days prior to listing and either provide **GRANTOR** with reimbursement of the maximum eligible grant award prior to sale or lease or condition the sale or lease upon the new owner or tenant entering into this Agreement for the remainder of the five-year term.

SECTION 7. RELEASE AND INDEMNIFICATION. GRANTEE agrees that it releases **GRANTOR** from, and agrees that the **GRANTOR** shall not be liable for, and agrees to indemnify and hold harmless the **GRANTOR** and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way directly or indirectly connected with the Adaptive Reuse Opportunity Grant Program. **GRANTEE** further agrees to pay for or reimburse the **GRANTOR** and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with

investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action directly or indirectly connected with the Adaptive Reuse Opportunity Grant Program, including those incurred on appeal. **GRANTOR** shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

SECTION 8. OTHER WORK. Nothing herein is intended to limit, restrict or prohibit GRANTEE from undertaking any other work in or about the subject premises which is unrelated to the Adaptive Reuse Opportunity Grant provided for in this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESSES:

COMMUNITY REDEVELOPMENT AGENCY

OF THE CITY OF NEW SMYRNA BEACH

Print Name: Sharon Taylor-Harding

BY: _____

~~**FRED E. CLEVELAND**~~ Jason McGuire, Mayor and Chairman

Print Name: Philip Nunziata

ATTEST:

_____

KEVIN COWPER, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2nd day of Feb., 2026, by ~~**FRED E. CLEVELAND**~~ Jason McGuire, as the Chairman, Community Redevelopment Agency of the City of New Smyrna Beach and **KEVIN COWPER** the City Manager of the City of New Smyrna Beach. They are personally known to me.

_____

NOTARY PUBLIC

Notary Seal

DONNA L. RICHARD
Notary Public
State of Florida
Comm# HH741413
Expires 11/17/2029

NSB MAGNOLIA LLC

WITNESSES:

Print Name: Jason Bonfatti

BY: _____

Bernard R. Huckestein

Print Name: Alexis Hembrooke

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 12th day of January, 2026, by **CONTACT NAME, TITLE, COMPANY NAME**. He is personally known to me or has produced _____ as identification.

_____

NOTARY PUBLIC

Notary Seal

KAYLA DORE
Notary Public
State of Florida
Comm# HH586121
Expires 8/22/2028

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

RESOLUTION NO. CRA 02-26: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD APPROVE THE AMENDED CRA BUDGET AND RE-APPROPRIATE CRA TRUST FUNDS FOR SPECIFIC CRA CAPITAL PROJECTS FOR FISCAL YEAR 2025-2026.

April 28, 2026

Background:

On September 9, 2025, the CRA Board approved Resolution No. CRA 02-25, Fiscal Year 2025 - 2026 CRA Budget in the amount of $10,209,070. On January 27, 2026, the CRA Board approved Resolution CRA 01-26 Budget Amendment for Fiscal Year 2025 - 2026 in the amount of $11,216,737 as the final Tax Increment Financing (TIF) was finalized by Volusia County and TIF was received by both the City and County.

Motion to approve Resolution CRA 02 -26, the amended FY 2025 - 2026 CRA Budget.

Findings:

At this time, the overall CRA Budget is not changing, but staff is requesting to reallocate some of the Trust Funds within the Capital Improvement Projects portion of the budget as some projects have changed the scope of work thus allowing for savings, which can then be reallocated to two new projects that just were received as critical importance.

Fiscal Analysis:

The Rocco Park LED Light Project under line code 12555203.563203.25RPL original approved budget was $155,000, the team decided to reuse the existing light poles, so the project has decreased to $72,500 (saving $82,500). The Team identified the City Gym Asbestos Remediation Project with an estimated cost of $27,160. A portion of the savings will be reallocated to this project line code 12555203.563203.26CGA City Gym Asbestos Remediation Project.

The team also identified the need to rebuild the boat ramps on the east side of the N. Causeway. This part of the work was not in the original scope of work, but the contractor identified the need while dredging in this area. The City Commission approved this change order and funding at their regular meeting held on March 24, 2026. The remaining savings of $55,340 will be reallocated from Rocco Light Project 12555203.563203.25RPL to 1255203.563203.20AOB Design and Build Ramps on East Side of North Causeway. As this project estimated cost is $319,000, an additional

$266,660 will be reallocated from line code 12555203.563203.26THA AVCON Hanger Infrastructure CAS / Construction Project to line code1255203.563203.20AOB to the Design and Build Ramps on East Side of North Causeway.

The overall CRA Budget Amount stays the same $11,216,737.

Strategic Plan Item:

No

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

Attachments:

Res CRA 02-26 Adopting Revised Budget and Re-Appropriation.pdf

RESOLUTION NO. CRA 02-26

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH ADOPTING A REVISED BUDGET AND REAPPROPRIATING THE CRA FUND BALANCE TO SPECIFIC AND AMENDED CRA CAPITAL PROJECTS FOR FISCAL YEAR 2025-2026; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Agency of the City of New Smyrna Beach (CRA) was created pursuant to Chapter 163, Part III, Florida Statutes (the "Community Redevelopment Act"), establishing the conditions and procedures for the creation of community redevelopment areas and agencies; and

WHEREAS, the Community Redevelopment Agency of the City of New Smyrna Beach is a dependent special district under Chapter 189, Florida Statutes, known as the Uniform Special District Accountability Act (the "Special District Act"); and

WHEREAS, the Special District Act requires all special districts, including dependent special districts, such as the Community Redevelopment Agency of the City of New Smyrna Beach, to adopt a budget for each fiscal year by resolution and any amendments or revisions; and

WHEREAS, Florida Statute 163.387(7)(d) requires any money remaining in the Community Redevelopment Agency (CRA) trust fund at the end of each fiscal year to be reappropriated pursuant to the next annual budget adopted by the Community Redevelopment Agency; and

WHEREAS, the Community Redevelopment Agency of the City of New Smyrna Beach has proposed the reappropriation of the remaining funds in the Fiscal Year 2024-2025 CRA Fund Balance to specific and amended CRA Capital Projects for the Fiscal Year 2025-2026 budget.

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

SECTION 1. ***Authority.*** The Community Redevelopment Agency of the City of New Smyrna Beach has the authority to adopt this Resolution pursuant to the Special District Act.

SECTION 2. ***Adoption of Budget***. The governing body of the Community Redevelopment Agency of the City of New Smyrna Beach does hereby approve and adopt a revised Budget for the Community Redevelopment Agency of the City of New Smyrna Beach for Fiscal Year 2025–2026 and the re-appropriation of the remaining funds to specific and amended CRA Capital

Projects for Fiscal Year 2025-2026. A copy of the budget is attached hereto and incorporated herein as **Exhibit "A"**.

SECTION 3. ***Severability.*** If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION 4. ***Conflicting Resolutions.*** All resolutions, or parts thereof, that conflict with this Resolution are hereby rescinded or repealed.

SECTION 5. ***Effective Date.*** This Resolution shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

/s/CARRIE AVALLONE
City Attorney

DATE: April 21, 2026

EXHIBIT A

Amended Budget Fiscal Year October 1, 2025 - September 30, 2026

Time: 2015 -2035 Board: City Commission

2002 Acres Registered Agent: Samantha Bergeron, CRA / Economic Development Director

URL: https://www.cityofnsb.com/1286/Community-Redevelopment

Current Year Taxable Value	$592,529,286
Less Base Year Tax Value	$190,264,372
Equals Increment Value	$402,264,914

	Revenues:		
	Description	**Amount**	**Notes:**
12530000.319101	County TIF (Millage 3.2007) 95% of 95%	$1,156,914	
12530000.319102	City TIF (Millage 4.637) X 95%	$1,772,037	
12530000.361101	Interest Earnings	$111,000	
12530000.389101	Appropriated Fund Equity	$8,176,786	(aka Balance Forward)
	Total Revenues	**$11,216,737**	
	Expenses:		
	Re-Development Assistance & Incentives		
Line Code #	**Description**	**Amount**	**Comprehensive Plan Goals, Objectives and Policies**
12555201.583006.26LSF	Large-Scale Commercial Façade / Property Improvement Grant Program	$600,000	Program will assist eligible businesses / commercial property owners located within the CRA District with exterior commercial facade improvements (up to $100,000 per applicant). (Approximately 6 Projects) (CRA Plan pages 20, 21 & 77 Goal 4 Commercial / Industrial Development)
12555201.583006.25LSF	The Magnolia Carl Hodges	$96,238	rollover from last year approved August 26, 2025
12555201.583006.25LSF	Amanda Prokop - NSB Chiropractic	$100,000	rollover from last year approved July 22, 2025
12555201.583006.25LSF	Victoria Marsh - 114 Live Oak St.	$98,284	rollover from last year approved July 22, 2025
12555201.583006.25LSF	DeLegal TTD (Park Center II)	$100,000	Rollover from last year
12555201.583006.25LSF	Ronin Sushi Bar	$100,000	Rollover from last year
12555201.583006.26SCF	Small Scale Commercial Façade / Property Improvement Grant Program	$166,000	Program will assist eligible businesses / commercial property owners located in the CRA District with exterior commercial facade improvements (up to $20,000 per applicant). (Approximately 10 projects) (CRA Plan pages 20, 21 & 77 Goal 4 Commercial / Industrial Development)
12555201.583006.26ARG	Adaptive Reuse Opportunity Grant Program	$1,000,000	Program will assist business / commercial property owners located CRA District with Adaptive Reuse Based Commercial Façade / Property Improvements. Awards up to $250,000 per eligible applicant. (Approximately 4 projects) (CRA Plan page 20)

12555201.583006.25ARG	ARO Grant - Air Specialists dba Davis Brother	$250,000	Rollover from last year
12555201.583006.25ARG	ARO Grant - Looking Good Properties	$250,000	Rollover from last year
12555201.583006.25ARG	ARO Grant - Wayne Gonzalez	$250,000	Rollover from last year
12555201.583006.26HHG	Historic Home Preservation Grant	$200,000	Program will assist owner-occupied homeowners with exterior improvements to their single-family historic home in the CRA's Historic Districts. Home must be included on the Historic Registry. Awards up to $50,000 per eligible applicant. (CRA Plan pages 21, 35 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
12555201.583006.26HCG	Historic Preservation Commercial & Not-for-Profit Grant Program	$100,000	Funds will assist non-profits within CRA District with commercial façade / property improvements. Awards up to $50,000 per eligible applicant. (Approximately 2 projects) (CRA Plan page 19)
	Subtotal Development Assistance & Incentives	**$3,310,522**	
Line Code #	**Other Grants and Aids**		
12555202.583006.25LOD	NSB Housing Grant Phase 2	$460,000	Rollover from last year Funding will assist Housing Authority with a Florida Housing Finance Corporation 9% low income housing tax credit program application for Phase 2 of Greenlawn Manor (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing) Resolution 40-23
12555202.583006.25NHG	Live Oak Housing Demolition or Infrastructure Development Assistance Funding	$150,000	Rollover from last year Funds will be used to assist with the demolition or infrastructure costs associated with redeveloping 40 units of lost public housing in the Historic Westside Neighborhood (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
	Subtotal Other Grants and Aids	**$610,000**	
Line Code	**Capital Projects**		
1255203.563203.25BJU	Babe James Splash Pad Upgrade	$34,000	(Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.26ASS	ATCT Septic to Sewer Project (Design)	$174,513	Rollover from last year Funds will be utilized to assist with external government grants to improve public infrastructure within the CRA District and Airport (CRA Plan page 19 and 82 Sanitary Sewer, Potable Water, Solid Waste, Drainage, and Natural Groundwater Aquifer Recharge Element)
12555203.563203.26ASS	ATCT Septic to Sewer Project (Construction)	$300,000	Rollover from last year Funds will be utilized to assist with external government grants to improve public infrastructure within the CRA District and Airport (CRA Plan page 19 and 82 Sanitary Sewer, Potable Water, Solid Waste, Drainage, and Natural Groundwater Aquifer Recharge Element)
12555203.563203.25AIB	Airport Beautification Design	$45,000	Rollover from last year Funds will be used for infrastructure (high speed internet to tower) (sewer line), new signage, landscaping and additional infrastructure as needed to improve public infrastructure at the Airport (CRA Plan pages 19,78,79, 81, 82)

12555203.563203.25AIB	Airport Beautification Construction	$300,000	Rollover from last year Funds will be used for infrastructure (high speed internet to tower) (sewer line), new signage, landscaping and additional infrastructure as needed to improve public infrastructure at the Airport (CRA Plan pages 19,78,79, 81, 82)
2555203.531099.26THA	AVCON Hangar Infrastructure Design	$100,000	Rollover from last year Funds will be utilized to assist with external government grants to improve public infrastructure within the CRA District and Airport (CRA Plan page 19 and 82 Sanitary Sewer, Potable Water, Solid Waste, Drainage, and Natural Groundwater Aquifer Recharge Element)
2555203.531099.26THA	AVCON Hanger Infrastructure CAS / Construction	$899,350	Rollover from last year (NOTE: Project cost is $2,240,000) Funds will be utilized to assist with external government grants to improve public infrastructure within the CRA District and Airport (CRA Plan page 19 and 82 Sanitary Sewer, Potable Water, Solid Waste, Drainage, and Natural Groundwater Aquifer Recharge Element)
12555203.563203.26CDG	Community Development Block Grant	$50,000	Rollover from last year Funding will assist in the completion of eligible and approved CDBG projects that have an average allocation from HUD (Through Volusia County) of $100,000. If a CDBG project exceeds the County's allocation, CRA funding would assist with covering the additional cost. (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods)
12555203.549099.25DRE	Stormwater Management - Dredge Between Turnbull Bay Bridge and Railroad trussell	$400,000	Funding will enhance the stormwater management of the area and remove sediment thus allowing for better stormwater drainage (Page 19, 25 - 26)
12555203.563203.25SC4	LED Light Conversion Sports Complex	$2,358,500	Rollover from last year Funding will provide for a conversion to LED lights for the existing halogen light fixtures, creating safer, and more cost efficient sports fields. (Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.25PSS	Pettis Park Improvement Project	$100,000	Rollover from last year Funds will be utilized for lighting improvements to Pettis Park (CRA Plan pages 20, 23, 35 and 82 Recreation and Open Space)
12555203.563203.25RPL	Rocco Park LED Retrofit	$75,500	Rollover from last year Funding will provide for a conversion to LED lights for the existing halogen light fixtures, creating safer, and more cost efficient parking lot. (Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.25SPL	Skate Park Lighting	$106,500	Rollover from last year (Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.25SCP	New Playground @ Sports Complex	$499,025	Rollover from last year (Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)

12555203.531099.25SSR	Smith Street Remediation and Redevelopment	$500,000	Rollover from last year. Funding will assist in the completion of Brownfield remediation and clean up of this site formerly owned and operation by the Utilities Commission. Redevelop this site for a parking lot(Page 37and 46 environmental quality, community services and facilities, Meets qualifying conditions of government owned properties with adverse environmental conditions. page 19, 24)
12555203.563202.	Seawall Replacement Project Riverside Park	$1,007,667	(Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
1255203.563203.20AOB	Design and Build Boat Ramps on East Side of N. Causeway	$319,000	(Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.26CGA	City Gym Asbestos Remediation	$27,160	(Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20) Environmental Remediation and improvements to publicly owned properties (Page 37and 46 environmental quality, community services and facilities, Meets qualifying conditions of government owned properties with adverse environmental conditions. page 19, 24)
	Subtotal Capital Projects	**$7,296,215**	
	Total Expenses	**$11,216,737**	
			Amended April 28, 2026

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF A COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH (CRA) SMALL-SCALE COMMERCIAL FACADE / PROPERTY IMPROVEMENT 50-50 MATCHING GRANT IN THE AMOUNT OF $14,500 TO TREY HARSHAW, OWNER OF HARSHAW LLC LOCATED AT 121 N. ORANGE STREET, NEW SMYRNA BEACH.

April 28, 2026

Background:

On April 13, 2021, the CRA Board and City Commission approved the program guidelines for the Small-Scale Commercial Facade / Property Improvement Grant Program, Large-Scale Commercial Facade / Property Improvement Grant Program and the Adaptive Reuse Opportunity Grant Program.

The Small-Scale Commercial Facade/Property Improvement 50-50 Matching Grant was created to encourage and incentivize the redevelopment of commercial buildings and properties with commercial frontage within the CRA District. The program allows the CRA to fund grant recipients or grantees on a reimbursement basis for 50% of the cost to enhance commercial facades and property improvements up to $20,000.

For this grant request, the CRA Board is considering an award of a small-scale commercial facade / property improvement 50-50 matching grant in the amount of $14,500 to Trey Harshaw, owner of Harshaw, LLC located at 121 N. Orange Street for exterior improvements consisting of new awnings and exterior wall demo and repair. The total estimated cost are expected to be $29,000.
Motion to approve small-scale commercial facade grant in the amount of $14,500 to Harshaw LLC located at 121 N. Orange Street, New Smyrna Beach.

Findings:

The grant applicant provided three quotes as required with this grant program:

CWS Welding LLC $37,865.42
American Awning $13,620.00
Sunshades Awning Co Inc. $22,285.00

Demolition and stucco repair is estimated to cost $4,500

Fiscal Analysis:
The Current fiscal budget approved by the CRA Board and City Commission January 27, 2026 includes $166,000 for small-scale commercial facade / property improvement grants.

Strategic Plan Item:
No

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

Attachments:

CRA Grant Application - Harshaw - 121 N Orange St.pdf
CRA Grant Agreement - Harshaw - 121 N Orange St.pdf
Existing Photos and Proposed Conceptual Improvements.pdf

TAB 1 - APPLICATION - DETAILED DESCRIPTION
TAB 14 - APPLICATION

NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE (Old Connor Library)
NEW SMYRNA BEACH, FLORIDA 32168

Small-Scale Commercial Façade Property Improvement 50-50 Matching Grant Program Overview

Awards up to $20,000/Applicant (As funds are available)

PROGRAM DESCRIPTION:

The Small-Scale Commercial Facade/Property Improvement 50-50 Matching Grant Program awards funds for EXTERIOR ONLY improvements to commercial businesses and properties that are located within the Community Redevelopment Agency of the City of New Smyrna Beach (CRA) area.

These improvements can include, but are not limited to facade painting, parking lot resurfacing, signage, landscaping, etc. Maximum CRA grant awards cannot exceed $20,000 per applicant. The Small-Scale Commercial Facade/Property Improvement 50-50 Matching Grant was created to encourage and incentivize the redevelopment of commercial buildings and properties with commercial frontage within the CRA District. The program allows the CRA to fund grant recipients or grantees on a reimbursement basis for 50% of the cost to enhance commercial facades and property improvements up to $20,000.

For example: For a CRA Grant Recipient to receive the full $20,000 CRA reimbursement grant, the applicant must spend $40,000 on eligible exterior commercial façade/property improvement items. Once the required documentation has been submitted for approval and the project obtains regulatory approval, the $20,000 is reimbursed to the recipient.

To be considered, commercial property or business owners within the CRA District / Area must submit a completed application accompanied by at least (3) estimates from licensed general contractors. Other estimates may be acceptable depending upon the type of improvement proposed; please contact the CRA department regarding your specific proposal to determine if quotes from other licensed businesses or companies would be accepted prior to obtaining the estimates.

PROGRAM RULES:

The following rules are intended to inform a potential grant applicant of the extent and scope of the program. The purpose of the program is to encourage commercial property owners to upgrade their properties by improving the external appearance of their business and to encourage businesses to invest in the growth of their business within the CRA District. The result will halt deterioration, stabilize property values, improve, and upgrade the appearance of the area, and facilitate and encourage redevelopment activity within the CRA District.

1. The program is available only for commercial property located within the CRA District. **Click the link below to see if your address is in the CRA Grants' Targeted Area:** https://www.cityofnsb.com/1364/US-1-CRA-Grant-Program-Details

2. All proposed exterior improvements using CRA funds must be approved by the CRA Board before proceeding.

3. The program is for commercial properties and businesses only. Residentially zoned properties are NOT eligible (this includes multi-family units, apartment buildings and duplexes). The property owner must be the applicant. However, if the property is currently leased to a tenant, then the Application and Agreement must be jointly executed by both the owner and the tenant.

Eligible Properties include:

- Commercial and Industrial Properties

Eligible Businesses include:

- Aerospace
- Aviation
- Light Industry (including Manufacturing)
- Creative Class, including High Tech
- Professional Office
- Healthcare
- Retail
- Restaurant

4. Eligible exterior Commercial Façade/Property Improvements for this program include:

- Painting
- Shutters
- Roof Repair
- Awnings/canopies
- Decorative exterior facade improvements
- Exterior doors/windows
- Landscaping around the building
- Irrigation
- Parking lot re-paving, re-sealing, re-striping
- Exterior lighting
- Patio or decks connected to the building
- Exterior wall repairs (e.g., stucco, brick or wood repairs and replacement)
- ADA improvements
- Signage
- Fencing (excluding chain link, barbed wire, and wood panels)
- Demolition of structure and (re)sodding of vacant property
- Public utilities and infrastructure required for business or commercial property

- Professional Design Assistance
- Exterior Security Features

Ineligible expenses include:

- Installation of trash receptacles
- Where a property is not currently in compliance, landscape material and work required to come into compliance with the City of New Smyrna Beach's Code of Ordinances or Land Development Regulations. Improvements made prior to grant approval
- Interior renovations
- Non fixed improvements
- Inventory or equipment
- Sweat equity (i.e., payment for applicant's own labor and performance for renovation or new construction work.
- Business payroll
- General periodic maintenance

5. All work must be done in compliance with applicable City of New Smyrna Beach Building Codes and Land Development Regulations. All contractors must be licensed in Florida. Please contact the City of New Smyrna Beach Development Services Department at (386) 410-2800 regarding the proposed work to schedule a Pre-Application Meeting prior to submitting a Small-Scale Commercial Facade Property Improvement Grant Application.

6. Grant funds will be reimbursed exclusively for approved work, approved change orders and only for work that has been performed after the grantee has received notification that the Grant Application has been approved by the CRA Board. Any work completed prior to receiving grant approval is ineligible for reimbursement.

7. The Commercial Façade/Property Improvement 50-50 Matching Grant Program is only available to applicants who have not previously participated in the program

APPLICATION PROCESS:

1. An applicant seeking a project grant may secure an application from the Community Redevelopment Agency of the City of New Smyrna Beach (CRA) located at 210 Sams Avenue, New Smyrna Beach, FL 32168, phone (386)-279-2497 or download the application from Community Redevelopment | New Smyrna Beach, FL - Official Website (cityofnsb.com)

2. The CRA will administer the Small-Scale Commercial Facade/Property Improvement 50-50 Matching Grant Program and funding. In addition to the appropriate City of New Smyrna Beach building inspections, the CRA will inspect the work to determine the satisfactory completion of the work.

3. Applicants may not have any outstanding City of New Smyrna Beach liens against their property. If an Applicant has an outstanding City of New Smyrna Beach lien against the property, the grant will not be awarded until the complete satisfaction of the lien.

4. Application to this Program is not a guarantee of funding. Funding is at the sole discretion of the Community Redevelopment Agency of the City of New Smyrna Beach Board. Applications will be scored, ranked, and presented to the CRA Board for final approval. A CRA Agreement and Affidavit will be required for submittal to the CRA Board with Application and Documentation for final approval. The total available program funding is subject to change.

REIMBURSEMENT PROCESS:

1. Grant Payments — Subject to the terms and conditions of the Grant Agreement, reimbursement will be made within approximately ninety (90) days from the CRA receiving the following:

a) Detailed invoices, copy of processed or cancelled check and proof of payment for Eligible Reimbursable Costs

b) Building Department Inspection forms and completed final inspections.

2. Alternatively, it is within the CRA/Economic Development Director's discretion to authorize that partial grant payments be issued on a draw schedule so as to facilitate the timely completion of some of the approved projects.

3. Site Visits — CRA staff will conduct a site visit before grant payment is made to verify that the business is in operation. Staff may also conduct unannounced site visits periodically to ensure compliance with the terms of the grant agreement. Staff will complete a final inspection prior to issuing final payment.

4. Reporting — by accepting the grant, the applicant agrees to comply with any reporting procedures deemed necessary by CRA staff to verify that the required job positions are properly fulfilled and maintained. Reporting may include, but is not limited to, payroll records, work schedules, and reporting forms.

5. The CRA will release funds to the client on a reimbursement basis at the completion of the entire project.

6. The CRA staff will perform monitoring exercises at least once a year to record the applicant's compliance with the grant's requirements. The monitor will formally report the applicant's level of compliance to the CRA Director and will also report any corrective action plans that the applicant has committed to implementing to achieve the agreed upon compliance goals in the grant agreement. Staff will review the documents provided. If everything is in order, the project will be declared completed and process payment to the applicant for the amount allowed by the Grant Agreement.

I have read, understand and accept the program overview and guidelines set forth above for the Small-Scale Commercial Facade/Property Improvement 50-50 Matching Grant Program.

121 N. Orange St. New Smyrna Beach FL 32168

Property Address City, State, Zip Code

Harshaw, LLC (Christopher "Trey" Harshaw)-- Jessup's of New Smyrna

Applicant Name **(Please Print)**

Christopher T. "Trey" Harshaw

Applicant Signature

APPLICATION CHECKLIST

Every application package must include ALL of the following items before it will be processed and considered for approval.

☑ TAB 1: Written detailed description of the improvements to be done to the property (APPLICATION)

☑ TAB 2: W9 Form (attached)

☑ TAB 3: Copy of Business Tax Identification (HARSHAD LLC ; HARSHAD ENTERPRISES, INC

☑ TAB 4: Copy of Occupational Licenses

☑ TAB 5: Copy of Warranty Deed,

☐ TAB 6: Copy of Lease (if applicable), N/A.

☑ TAB 7: Copy of Property Appraisal Records (paid property taxes) (2024; 2025)

☐ TAB 8: Plans or sketches (if applicable) N/A.

☑ TAB 9: Rendering of completed project (needed for presentation purposes) (PHOTO RENDERINGS)

☐ TAB 10: Site plan and plant list for landscape projects N/A.

☑ TAB 11: Third-party cost estimates from three (3) Florida licensed contractors

☑ TAB 12: Estimated timeline or project schedule

☐ TAB 13: Evidence of financial ability to pay for the project (approved loan, cash account, line of credit, etc.)

☑ TAB 14: Completed Application

☑ TAB 15: Completed Checklist

ALL DOCUMENTS ALONG WITH COMPLETED APPLICATIONS SHOULD BE PROPERLY LABELED AND INSERTED INTO A MULTI PART PRONGED FOLDER. PARTIAL SUBMISSIONS WILL NOT BE REVIEWED OR ACCEPTED.

5. PROJECT INFORMATION

Project Description

Building improvement by tearing down front dilapitated wood & rolled roof awning and replacing with a new architectural bronze aluminum awning matching the colors of the front metal shed roof. We are also adding a new architectural bronze aluminum awning on the south side of the building above the outdoor staircase and a new architectural bronze aluminum awning above the back door on the rear of the building. The south side awning blew off in the last hurricane and the back door awning is dilapidated and an older style/look.

Select all applicable ambitioned improvements in the property.

IMPROVEMENT	COST	IMPROVEMENT	COST
☐ Painting		☐ Exterior lighting	
☐ Shutters		☐ Patio or decks connected to the building	
☐ Roof Repair		☐ Exterior wall repairs (e.g. stucco, brick or wood repairs and replacement)	Demolition & stucco repair ~$4,500
☐ Awnings/canopies	~ $24,000	☐ ADA improvements	
☐ Decorative exterior facade improvements		☐ Signage	
☐ Exterior doors/windows		☐ Fencing (excluding chain link, barbed wire, and wood panels)	
☐ Landscaping around the building		☐ Demolition of structure	
☐ Irrigation		☐ Public Utilities and Infrastructure relative to business or commercial property	
☐ Parking lot repaving, resealing, restriping		☐ Exterior Security Features	
☐ Professional Design Assistance		**ESTIMATED TOTAL IMPROVEMENT COST**	~$29,000

COMMUNITY REDEVELOPMENT AGENCY OF CITY OF NEW SMYRNA BEACH
SMALL SCALE COMMERCIAL FAÇADE/PROPERTY IMPROVEMENT
GRANT AGREEMENT

This agreement is entered into this 28th day of April 2026 by and between the Community Redevelopment Agency of City of New Smyrna Beach, a Section 163.357, Fla. Stat., agency ("**GRANTOR**") and Christopher "Trey" Harshaw, owner of Harshaw, LLC located at 121 N. Orange Street, New Smyrna Beach, FL (Parcel ID 744137010132) ("**GRANTEE**"), a Florida Limited Liability Corporation.

RECITALS

WHEREAS, **GRANTOR** has established a Small Commercial Façade/Property Improvement Grant Program to further the Community Redevelopment Area (CRA) Master Plan and encourages revitalization of commercial and industrial properties by assisting in the cost of exterior commercial façade/property improvement projects within the Community Redevelopment Area; and

WHEREAS, **GRANTEE** is the owner of a commercial property located at 121 N. Orange Street, New Smyrna Beach, FL 32168 and has made application for a grant under the Small-Scale Commercial Façade/Property Improvement Grant Program for new awnings and exterior wall repairs; and

WHEREAS, GRANTOR has evaluated the application against the program criteria and finds that the proposed improvements to be made by GRANTEE satisfy the program criteria and will provide a great benefit to the CRA.

NOW THEREFORE GRANTOR AND GRANTEE AGREE AS FOLLOWS:

SECTION 1. IMPROVEMENTS. GRANTEE agrees to obtain a Florida licensed contractor to replace the awnings and exterior wall repairs of the commercial property located at 121 N. Orange Street, New Smyrna Beach, FL 32168, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

(a) **GRANTEE** agrees that it is required to obtain all necessary permits to proceed with the proposed exterior improvements and that all work must comply with the City's Land

Development Regulations, the Florida Building Code, and any other applicable City, County, State or Federal regulations.

(b) **GRANTEE** agrees that the work involved for the proposed exterior commercial façade/property improvements must begin within thirty (30) calendar days of the date of last execution of this Agreement and that failure to begin work in that time frame may result in the proposed improvements being deemed ineligible for grant reimbursement.

(c) **GRANTEE** agrees and understands that all work eligible for reimbursement must be completed and approved by staff on or before **August 31, 2026**.

(d) **GRANTEE** agrees that the CRA/Economic Development Director may approve a maximum of two (2) grant extensions for a total of an additional 240 days. Any additional grant extensions shall require approval of the Community Redevelopment Agency Board.

SECTION 2. REIMBURSEMENT. GRANTEE understands that the maximum eligible amount for the aforementioned decorative exterior façade improvement, new awnings and exterior wall repairs is $40,000 and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling **$ 29,000** the maximum eligible grant award to GRANTEE is **$ 14,500** subject to the following conditions:

(a) **GRANTEE** understands and agrees that it shall incur all project costs and may receive reimbursement from **GRANTOR** only after the Section 1 improvements have been completed in a professional and workman-like manner and completed in substantial conformity with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTEE** agrees that the project shall be deemed complete only after final inspection and approval by the CRA/Economic Development Department and the Development Services Director or designee. Such inspection will only be performed after the **GRANTEE** tenders the following to **GRANTOR**:

1) An executed and notarized contractor statement showing the full cost of the work, as well as each separate component amount due to the contractor and each subcontractor involved in furnishing labor, materials or equipment; and

2) Proof of payment for eligible reimbursable costs (e.g., detailed invoices and copies of processed or cancelled checks); and

3) Proof that all required local, state and federal permits were secured; and

4) Proof that all work passed the requisite inspections; and

5) Final lien waivers from all contractors and subcontractors; and

6) Photos of the finished improvements for presentations.

No later than 60 days after approval, **GRANTOR** shall issue a check to the **GRANTEE** for an amount up to the maximum eligible grant award as demonstrated by the proof of payment.

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to _Christpher "Trey" Harshaw, P.O. Box 291640 Port Orange, FL 32129_____ or an updated mailing address provided in writing to the CRA by the grantee.

(c) **GRANTEE** agrees that it is within the CRA/Economic Development Director's discretion to authorize partial grant payments based upon a draw schedule to facilitate the timely completion of approved projects, but in no event will the partial payments add up to an amount more than the maximum eligible grant award.

SECTION 3. INTERIM INSPECTIONS. GRANTEE agrees that the CRA/Economic Development Department shall periodically review the progress of the exterior commercial façade/property improvements at _121 N. Orange Street, New Smyrna Beach, FL 32168. Such inspections shall not replace any permit inspection by the city's Development Services Department. **GRANTOR** agrees that the CRA/Economic Development Department shall notify **GRANTEE** of any work which does not appear to be in conformance with the approved plans, design drawings and specifications. Such deficiencies shall be immediately remedied by the **GRANTEE**. **GRANTEE** agrees that failure to cure deficient or improper work may result in denial of any reimbursement payment request.

SECTION 4. ALTERATIONS. GRANTEE agrees not to alter, modify or remove the improvements made in accordance with this Agreement without the written permission of GRANTOR for a period of five years.

SECTION 5. MAINTENANCE. GRANTEE agrees to maintain the improvements made in accordance with this Agreement for a period of five years. **GRANTEE** agrees that if it does not maintain the improvements made in accordance with this Agreement for a period of five years, it shall reimburse **GRANTOR** all grant monies received under this Agreement for any exterior commercial façade/property improvements that have not been maintained. **GRANTEE** also agrees that if within the five-year maintenance period the exterior improvements are damaged by such things as automobiles, wildlife, acts of nature, or stolen, it shall notify **GRANTOR** and provide documented proof of such damage. **GRANTEE** agrees and understands that it shall repair or replace any of the exterior improvements that are damaged or stolen within the five-year maintenance period at its sole expense.

SECTION 6. FUTURE SALE. GRANTEE agrees that if the commercial property is listed for sale or lease within five years of the grant funds being awarded, **GRANTEE** or its authorized representative must notify the CRA in writing via certified mail within five calendar days and either provide **GRANTOR** with reimbursement of the maximum eligible grant award prior to sale or lease or condition the sale or lease upon the new owner or tenant entering into this Agreement for the remainder of the five-year term.

SECTION 7. RELEASE AND INDEMNIFICATION. GRANTEE agrees that it releases **GRANTOR** from, and agrees that the **GRANTOR** shall not be liable for, and agrees to indemnify and hold harmless the **GRANTOR** and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way directly or indirectly connected with the Small Scale Commercial Façade/Property Improvement Grant Program. **GRANTEE** further agrees to pay for or reimburse the **GRANTOR** and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action directly or indirectly connected with the Small Scale Commercial Façade/Property Improvement Grant Program, including those incurred on appeal. **GRANTOR** shall have the right to select legal counsel and to

approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

SECTION 7. OTHER WORK. Nothing herein is intended to limit, restrict or prohibit GRANTEE from undertaking any other work in or about the subject premises which is unrelated to the Small-Scale Commercial Façade/Property Improvement Grant provided for in this Agreement.

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WITNESSES:

COMMUNITY REDEVELOPMENT AGENCY OF CITY OF NEW SMYRNA BEACH,

_____

Print Name: _____

BY: _____

FRED E. CLEVELAND, Mayor and Chairman

_____

Print Name: _____

ATTEST:

_____

KEVIN COWPER, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by **FRED E. CLEVELAND**, as the Chairman, City of New Smyrna Beach Community Redevelopment Agency and **KEVIN COWPER** the City Manager of the City of New Smyrna Beach. They are personally known to me.

_____

NOTARY PUBLIC

Notary Seal

Christopher "Trey" Harshaw

Harshaw, LLC

WITESSES: **BY:** Christopher "Trey" W, DIRECTOR

SIGNATURE AND TITLE

Print Name: Kristen Fry

Print Name: Joseph Palmer

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10th day of February, 2026, by Christopher Trey Harshaw. He is personally known to me or has produced drivers license as identification.

NOTARY PUBLIC

Notary Seal

KENICIA TERRELL
Notary Public - State of Florida
Commission # HH 692350
My Comm. Expires Jun 26, 2029

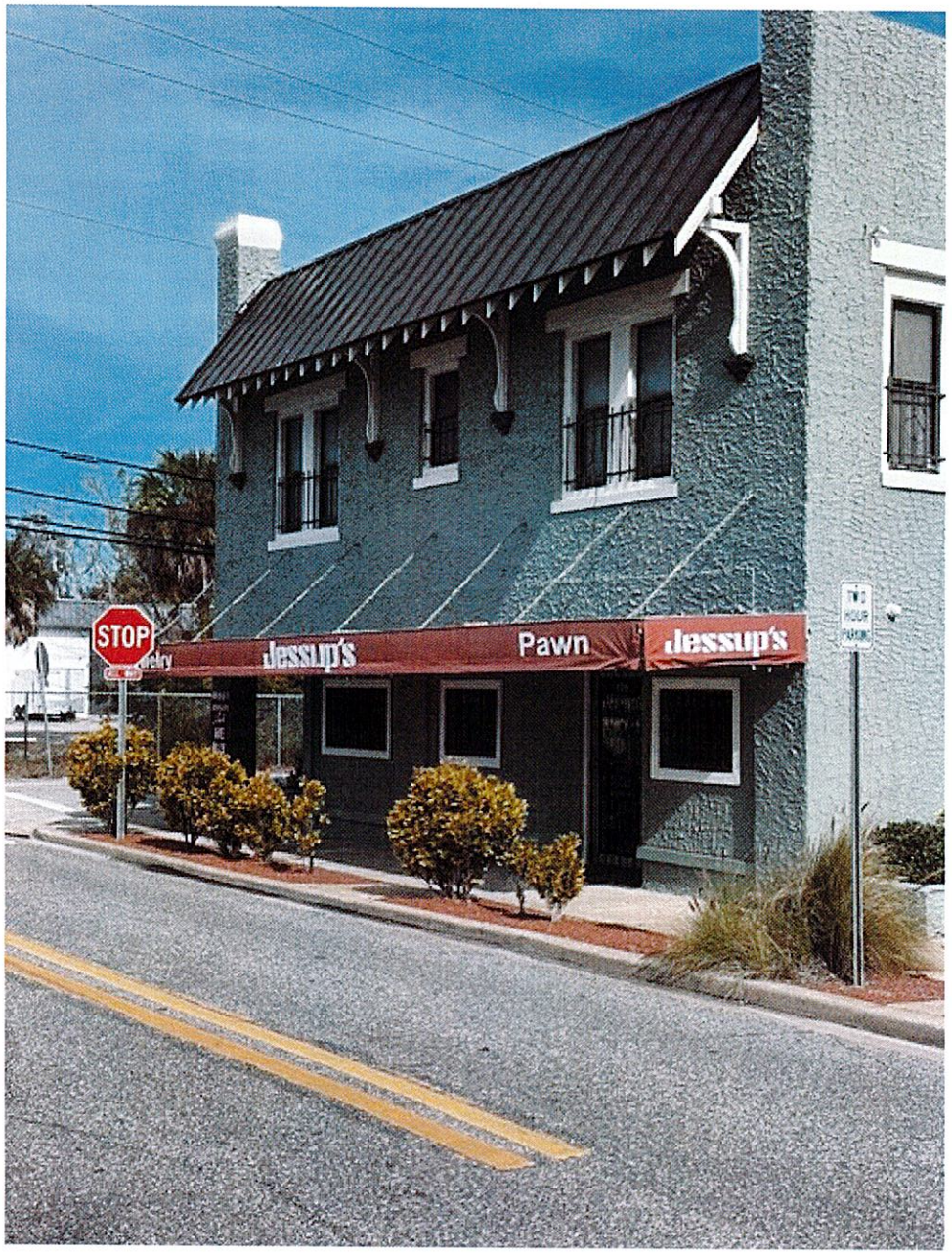
TAB 9

(AFTER)



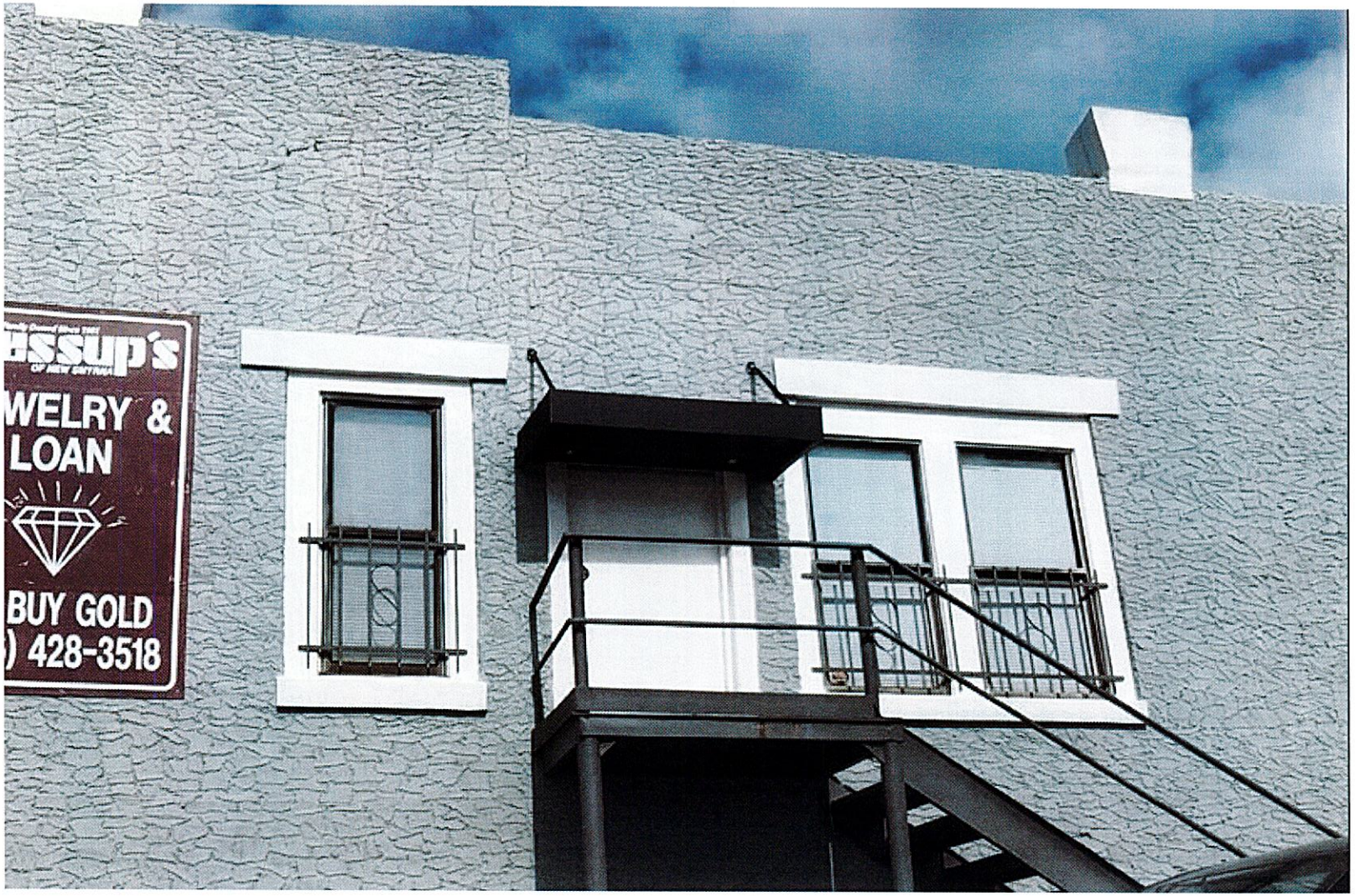
TAB 9

(BEFORE)



TAB 9

(AFTER)



TAB 9

(BEFORE)



TAB 9

(AFTER)



TAB 9

(BEFORE)

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF A COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH (CRA) LARGE SCALE COMMERCIAL FACADE / PROPERTY IMPROVEMENT 50-50 MATCHING GRANT IN THE AMOUNT OF $29,088.50 TO RYAN SHANK, MANAGER, OF CMRC LLC FOR A "PUPS PATIO DOG PARK & BAR" LOCATED AT 736 CANAL STREET, NEW SMYRNA BEACH

April 28, 2026

Background:

On April 13, 2021, the CRA Board and City Commission approved the program guidelines for the Small-Scale Commercial Facade / Property Improvement Grant Program, Large-Scale Commercial Facade / Property Improvement Grant Program and the Adaptive Reuse Opportunity Grant Program.

The Large-Scale Commercial Facade / Property Improvement Grant is designed to encourage desired, and value added exterior commercial facade / property improvements within the targeted area of the program. There is a cap per eligible applicant of up to $100,000. To be eligible for a full $100,000 grant award, the applicant must provide documented proof of at least a $200,000 on completed CRA grant related commercial facade / property improvement work items.

For this grant request, the CRA Board is considering an award of a Large-Scale Commercial Facade / Property Improvement Grant in the amount of $29,088.50 for exterior improvements including replace the roof with a metal roof, install exterior front windows, add artificial turf and add a concrete patio connected to the building. Total estimated costs are expected to be $58,177.00
Motion to approve Large-Scale Facade Property Improvement Grant in the amount of $29,088.50 to CMRC LLC managed by Ryan Shank for a "Pups Patio Dog Park & Bar" at 736 Canal Street, New Smyrna Beach.

Findings:

The applicant provided three quotes for the different areas of work to be completed as required by the grant program.

Roof contractors:
Eric Osweiler LLC: $18,226.22
Allure Roofing & Construction: $29,905.00
SunCoast Roofing & Solar: $17,710

Window:
Glass Doctor: $3,153.00
TH Walsh Construction: $6,000
Downey Glass: $5,354.16

Concrete Patio:
F&M Concrete: $5,500
Reddin Boyz Concrete: $5,800
TH Walsh Construction $22,000 (includes grading for artificial turf)

Artificial Turf:
Artificial Turf Supply: $31,296.09
Rymar: $44,612.74
Artificial Turf Factory Outlet: $ 106,420.97

Fiscal Analysis:
In this year's fiscal budget, the CRA Board and City Commission approved $600,000 for Large Scale Commercial Facade / Property Improvement 50-50 Matching Grant Program. To date: the CRA Board has approved six Large Scale grants totaling $408,819.99, leaving a balance of $191,180.01 remaining in this grant category for this fiscal year.

Strategic Plan Item:
No

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

Attachments:

CRA Grant Application - 736 Canal - Shank - Pups Patio.pdf
Agreement - 736 Canal - Shank - Pups Patio.pdf
Conceptual Design - 736 Canal St - Shank - Pups Patio.pdf

NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE (Old Connor Library)
NEW SMYRNA BEACH, FLORIDA 32168

Large Scale Commercial Façade / Property Improvement 50-50 Matching Grant Program Overview

Awards up to $100,000/Applicant (50-50 Matching) (as funds are available)

PROGRAM DESCRIPTION:

The Large-Scale Commercial Façade / Property Improvement 50-50 Matching Grant Program awards funds for EXTERIOR ONLY improvements to commercial businesses and properties that are located within the CRA District of the city's Community Redevelopment Agency of the City of New Smyrna Beach (CRA) area.

These improvements can include, but are not limited to façade painting, parking lot resurfacing, signage, landscaping, etc. Maximum CRA grant awards cannot exceed $100,000 per applicant. The Large-Scale Commercial Façade / Property Improvement 50-50 Matching Grant was created to encourage and incentivize the redevelopment of commercial buildings and properties with commercial frontage within the CRA District / Area. The program allows the CRA to fund grant recipients or grantees on a reimbursement basis for 50% of the cost to enhance commercial facades and property improvements up to $100,000.

For example: For a CRA Grant Recipient to receive the full $100,000 CRA reimbursement grant, the applicant must spend a minimum $200,000 on eligible exterior commercial façade/property improvement items. Once the required documentation has been submitted to CRA staff for approval and the project obtains necessary regulatory approval, the $100,000 is reimbursed to the recipient.

To be considered, commercial property or business owners within the CRA District must submit a completed application accompanied by at least (3) estimates from licensed general contractors. Other estimates may be acceptable depending upon the type of improvement proposed; please contact the CRA/Economic Development Department regarding your specific proposal to determine if quotes from other licensed businesses or companies would be accepted prior to obtaining the estimates.

PROGRAM RULES:

The following rules are intended to inform a potential grant applicant of the extent and scope of the program. The purpose of the program is to encourage commercial property owners to upgrade their properties by improving the external appearance of their business and to encourage businesses to invest in the growth of their business within the CRA District. The result will halt deterioration, stabilize property values, improve and upgrade the appearance of the area, and facilitate and encourage redevelopment activity within the CRA District.

1. The program is available only for property located within the CRA commercial frontage. **Click the link below to see if your address is in the CRA Grants' Targeted Area:**
https://www.cityofnsb.com/1364/CRA-Grant-Program-Details

2. All proposed exterior façade/property improvements using CRA funds must be approved by the CRA Board before proceeding.

3. The program is for commercial properties and businesses only. Residentially zoned properties are NOT eligible (this includes multi-family units, apartment buildings and duplexes). The property owner must be the applicant. However, if the property is currently leased to a tenant, then the Application and Agreement must be jointly executed by both the owner and the tenant.

Eligible Properties include:
Commercial and Industrial Properties

Eligible Businesses include:

- Aerospace
- Aviation
- Light Industry (including Manufacturing)
- Creative Class, including High Tech
- Professional Office
- Healthcare
- Retail
- Restaurant

4. Eligible exterior Commercial Façade/Property Improvements for this program include:

- Painting
- Shutters
- Roof Repair
- Awnings/canopies
- Decorative exterior facade improvements
- Exterior doors/windows
- Landscaping around the building
- Irrigation
- Parking lot re-paving, re-sealing, re-striping
- Exterior lighting
- Patio or decks connected to the building
- Exterior wall repairs (e.g., stucco, brick or wood repairs and replacement)
- ADA improvements
- Signage
- Fencing (excluding chain link, barbed wire, and wood panels)
- Demolition of structure and (re)sodding of vacant property

- Public utilities and infrastructure required for business or commercial property
- Professional Design Assistance
- Exterior Security Features

Ineligible expenses include:

- Installation of trash receptacles
- Where a property is not currently in compliance, landscape material and work required to come into compliance with the City of New Smyrna Beach's Code of Ordinances or Land Development Regulations. Improvements made prior to grant approval
- Interior renovations
- Non fixed improvements
- Inventory or equipment
- Sweat equity (i.e., payment for applicant's own labor and performance for renovation or new construction work.
- Business payroll
- General periodic maintenance

5. All work must be done in compliance with applicable City of New Smyrna Beach Building Codes and Land Development Regulations. All contractors must be licensed in Florida. Please contact the City of New Smyrna Beach Development Services Department at (386) 410-2800 regarding the proposed work to schedule a Pre-Application Meeting prior to submitting a Large-Scale Commercial Facade Property Improvement Grant Application.

6. Grant funds will be reimbursed exclusively for approved work, approved change orders and only for work that has been performed after the grantee has received notification that the Grant Application has been approved by the CRA Board. Any work completed prior to receiving grant approval is ineligible for reimbursement.

7. The Large-Scale Commercial Façade Improvement 50-50 Matching Grant Program is only available to applicants who have not previously participated in the program

APPLICATION PROCESS:

1. An applicant seeking a project grant may secure an application from the Community Redevelopment Agency of the City of New Smyrna Beach (CRA) located at 210 Sams Avenue New Smyrna Beach, FL 32168, phone (386)-424-2160 or download the application from Community Redevelopment | New Smyrna Beach, FL - Official Website (cityofnsb.com)

2. The CRA will administer the Large-Scale Commercial Façade / Property Improvement 50-50 Matching Grant Program and funding. In addition to the appropriate City of New Smyrna Beach building inspections, the CRA will inspect the work to determine the satisfactory completion of the work.

3. Applicants may not have any outstanding City of New Smyrna Beach liens against their property. If an Applicant has an outstanding City of New Smyrna Beach lien against the property, the grant will not be awarded until the complete satisfaction of the lien.

4. If the application and documentation is complete and meets the criteria of the program, the applicant will receive a grant agreement and affidavit for signature and notary. The complete package will be submitted to the CRA Board for approval at the next scheduled CRA Board meeting.

5. Application to this Program is not a guarantee of funding. Funding is at the sole discretion of the CRA Board. Applications will be scored, ranked and presented to the CRA Board for final approval. The total available program funding is subject to change.

REIMBURSEMENT PROCESS:

1. Grant Payments — Subject to the terms and conditions of the Grant Agreement, reimbursement will be made within approximately ninety (90) days from the CRA receiving the following:

a) Detailed invoices, copy of processed or cancelled check and proof of payment for Eligible Reimbursable Costs

b) Building Department Inspection forms and completed final inspections.

2. Alternatively, it is within the CRA/Economic Development Director's discretion to authorize that partial grant payments be issued on a draw schedule to facilitate the timely completion of some of the approved projects.

3. Site Visits — CRA staff will conduct a site visit before grant payment is made to verify that the business is in operation. Staff may also conduct unannounced site visits periodically to ensure compliance with the terms of the grant agreement. Staff will complete a final inspection prior to issuing final payment.

4. Reporting — by accepting the grant, the applicant agrees to comply with any reporting procedures deemed necessary by CRA staff to verify that the required job positions are properly fulfilled and maintained. Reporting may include, but is not limited to, payroll records, work schedules, and reporting forms.

5. The CRA will release funds to the client on a reimbursement basis at the completion of the entire project.

6. The CRA staff will perform monitoring exercises at least once a year to record the applicant's compliance with the grant's requirements. The monitor will formally report the applicant's level of compliance to the CRA Director and will also report any corrective action plans that the applicant has committed to implementing to achieve the agreed upon compliance goals in the grant agreement. Staff will review the documents provided. If everything is in order, the project will be declared completed and process payment to the applicant for the amount allowed by the Grant Agreement.

I have read, understand, and accept the program overview and guidelines set forth above for the Large-Scale Commercial Façade / Property Improvement 50-50 Matching Grant Program.

736 Canal St — NSB, FL, 32168

Property Address — City, State, Zip Code

Ryan Shank

Applicant Name **(Please Print)**

Applicant Signature

NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

APPLICATION CHECKLIST

Every application package must include ALL the following items before it will be processed and considered for approval.

☐ TAB 1: Written detailed description of the improvements to be done to the property

☐ TAB 2: W9 Form (attached)

☐ TAB 3: Copy of Business Tax Identification

☐ TAB 4: Copy of Occupational Licenses

☐ TAB 5: Copy of Warranty Deed,

☐ TAB 6: Copy of Lease (if applicable),

☐ TAB 7: Copy of Property Appraisal Records (paid property taxes)

☐ TAB 8: Plans or sketches (if applicable)

☐ TAB 9: Rendering of completed project (needed for presentation purposes)

☐ TAB 10: Site plan and plant list for landscape projects

☐ TAB 11: Third-party cost estimates from three (3) Florida licensed contractors

☐ TAB 12: Estimated timeline or project schedule

☐ TAB 13: Evidence of financial ability to pay for the project (approved loan, cash account, line of credit, etc.)

☐ TAB 14: Completed Application

☐ TAB 15: Completed Checklist

ALL DOCUMENTS ALONG WITH COMPLETED APPLICATIONS SHOULD BE PROPERLY LABELED AND INSERTED INTO A MULTI PART PRONGED FOLDER. PARTIAL SUBMISSIONS WILL NOT BE REVIEWED OR ACCEPTED.

NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

Large Scale Commercial Facade/Property Improvement 50-50 Matching Grant Program Application

5. PROJECT INFORMATION (PLEASE TYPE OR WRITE

Project Description

Dog Park @ and bar. upgrades to be made too roof, concrete Patio, turf, window

Select all applicable ambitioned improvements in the property.

IMPROVEMENT	COST	IMPROVEMENT	COST
☐ Painting		☐ Exterior lighting	
☐ Shutters		☑ Patio or decks connected to the building	5,500
☑ Roof Repair	18,227	☐ Exterior wall repairs (e.g. stucco, brick, or wood repairs and replacement)	
☐ Awnings/canopies		☐ ADA improvements	
☐ Decorative exterior facade improvements		☐ Signage	
☑ Exterior doors/windows	3,153	☐ Fencing (excluding chain link, barbed wire, and wood panels)	
☑ Landscaping around the building	31,297	☐ Demolition of structure	
☐ Irrigation		☐ Public Utilities and Infrastructure relative to business or commercial property	
☐ Parking lot repaving, resealing, restriping		☐ Exterior Security Features	
☐ Professional Design Assistance		**ESTIMATED TOTAL IMPROVEMENT COST:**	58,177

COMMUNITY REDEVELOPMENT AGENCY OF CITY OF NEW SMYRNA BEACH LARGE SCALE COMMERCIAL FAÇADE/PROPERTY IMPROVEMENT GRANT AGREEMENT

This agreement is entered into this **28th** day of **April, 2026** by and between the Community Redevelopment Agency of City of New Smyrna Beach, a Section 163.357, Fla. Stat., agency ("**GRANTOR**") and Ryan Shank, Manager of CMRC LLC for a "Pups Patio Dog Park & Bar" located at 736 Canal Street, New Smyrna Beach, FL 32168 (Parcel ID 744120000020) ("**GRANTEE**"), a Florida Limited Liability Corporation.

RECITALS

WHEREAS, **GRANTOR** has established a Large Commercial Façade/Property Improvement Grant Program to further the Community Redevelopment Area (CRA) Master Plan and encourages revitalization of commercial and industrial properties by assisting in the cost of exterior commercial façade/property improvement projects within the Community Redevelopment Area; and

WHEREAS, **GRANTEE** is the president of a business located at 736 Canal Street, New Smyrna Beach, FL 32168 and has made application for a grant under the Large Scale Commercial Façade/Property Improvement Grant Program for 736 Canal Street, New Smyrna Beach, FL 32168; and

WHEREAS, GRANTOR has evaluated the application against the program criteria and finds that the proposed improvements to be made by GRANTEE satisfy the program criteria and will provide a great benefit to the CRA.

NOW THEREFORE GRANTOR AND GRANTEE AGREE AS FOLLOWS:

SECTION 1. IMPROVEMENTS. GRANTEE agrees to obtain a Florida licensed contractor to replace the roof with a metal roof, install exterior front window, add artificial turf, and add a concrete patio connected to the building of the commercial property located 736 Canal Street, New Smyrna Beach, FL 32168, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

(a) **GRANTEE** agrees that it is required to obtain all necessary permits to proceed with the proposed exterior improvements and that all work must comply with the City's Land

Development Regulations, the Florida Building Code, and any other applicable City, County, State or Federal regulations.

(b) **GRANTEE** agrees that the work involved for the proposed exterior commercial façade/property improvements must begin within thirty (30) calendar days of the date of last execution of this Agreement and that failure to begin work in that time frame may result in the proposed improvements being deemed ineligible for grant reimbursement.

(c) **GRANTEE** agrees and understands that all work eligible for reimbursement must be completed and approved by staff on or before **September 1, 2026**.

(d) **GRANTEE** agrees that the CRA/Economic Development Director may approve a maximum of two (2) grant extensions for a total of an additional 240 days. Any additional grant extensions shall require approval of the Community Redevelopment Agency Board.

SECTION 2. REIMBURSEMENT. GRANTEE understands that the maximum eligible amount for the aforementioned decorative exterior façade improvement, replace the roof with a metal roof, install exterior front window, add artificial turf, and add a concrete patio connected to the building is $100,000 and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling **$ 58,177.00** the maximum eligible grant award to GRANTEE is **$ 29,088.50** subject to the following conditions:

(a) **GRANTEE** understands and agrees that it shall incur all project costs and may receive reimbursement from **GRANTOR** only after the Section 1 improvements have been completed in a professional and workman-like manner and completed in substantial conformity with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTEE** agrees that the project shall be deemed complete only after final inspection and approval by the CRA/Economic Development Department and the Development Services Director or designee. Such inspection will only be performed after the **GRANTEE** tenders the following to **GRANTOR**:

1) An executed and notarized contractor statement showing the full cost of the work, as well as each separate component amount due to the contractor and each subcontractor involved in furnishing labor, materials or equipment; and

2) Proof of payment for eligible reimbursable costs (e.g., detailed invoices and copies of processed or cancelled checks); and

3) Proof that all required local, state and federal permits were secured; and

4) Proof that all work passed the requisite inspections; and

5) Final lien waivers from all contractors and subcontractors; and

6) Photos of the finished improvements for presentations.

No later than 60 days after approval, **GRANTOR** shall issue a check to the **GRANTEE** for an amount up to the maximum eligible grant award as demonstrated by the proof of payment.

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to _Ryan Shank, CMRC LLC, 2822 Westwood Ave., New Smyrna Beach, FL 32168_ or an updated mailing address provided in writing to the CRA by the grantee.

(c) **GRANTEE** agrees that it is within the CRA/Economic Development Director's discretion to authorize partial grant payments based upon a draw schedule to facilitate the timely completion of approved projects, but in no event will the partial payments add up to an amount more than the maximum eligible grant award.

SECTION 3. INTERIM INSPECTIONS. GRANTEE agrees that the CRA/Economic Development Department shall periodically review the progress of the exterior commercial façade/property improvements at 736 Canal Street, New Smyrna Beach, FL 32168. Such inspections shall not replace any permit inspection by the city's Development Services Department. **GRANTOR** agrees that the CRA/Economic Development Department shall notify **GRANTEE** of any work which does not appear to be in conformance with the approved plans, design drawings and specifications. Such deficiencies shall be immediately remedied by the **GRANTEE**. **GRANTEE** agrees that failure to cure deficient or improper work may result in denial of any reimbursement payment request.

SECTION 4. ALTERATIONS. GRANTEE agrees not to alter, modify or remove the improvements made in accordance with this Agreement without the written permission of GRANTOR for a period of five years.

SECTION 5. MAINTENANCE. GRANTEE agrees to maintain the improvements made in accordance with this Agreement for a period of five years. **GRANTEE** agrees that if it does not maintain the improvements made in accordance with this Agreement for a period of five years, it shall reimburse **GRANTOR** all grant monies received under this Agreement for any exterior commercial façade/property improvements that have not been maintained. **GRANTEE** also agrees that if within the five-year maintenance period the exterior improvements are damaged by such things as automobiles, wildlife, acts of nature, or stolen, it shall notify **GRANTOR** and provide documented proof of such damage. **GRANTEE** agrees and understands that it shall repair or replace any of the exterior improvements that are damaged or stolen within the five-year maintenance period at its sole expense.

SECTION 6. FUTURE SALE. GRANTEE agrees that if the commercial property is listed for sale or lease within five years of the grant funds being awarded, **GRANTEE** or its authorized representative must notify the CRA in writing via certified mail within five calendar days and either provide **GRANTOR** with reimbursement of the maximum eligible grant award prior to sale or lease or condition the sale or lease upon the new owner or tenant entering into this Agreement for the remainder of the five-year term.

SECTION 7. RELEASE AND INDEMNIFICATION. GRANTEE agrees that it releases **GRANTOR** from, and agrees that the **GRANTOR** shall not be liable for, and agrees to indemnify and hold harmless the **GRANTOR** and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way directly or indirectly connected with the Large Scale Commercial Façade/Property Improvement Grant Program. **GRANTEE** further agrees to pay for or reimburse the **GRANTOR** and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection

with any such losses, claims, damages, liabilities, or causes of action directly or indirectly connected with the Large Scale Commercial Façade/Property Improvement Grant Program, including those incurred on appeal. **GRANTOR** shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

SECTION 7. OTHER WORK. Nothing herein is intended to limit, restrict or prohibit GRANTEE from undertaking any other work in or about the subject premises which is unrelated to the Large-Scale Commercial Façade/Property Improvement Grant provided for in this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESSES:

COMMUNITY REDEVELOPMENT AGENCY OF CITY OF NEW SMYRNA BEACH,

_____

Print Name: _____

BY: _____

FRED E. CLEVELAND, Mayor and Chairman

_____

Print Name: _____

ATTEST:

_____

KEVIN COWPER, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by **FRED E. CLEVELAND**, as the Chairman, City of New Smyrna Beach Community Redevelopment Agency and **KEVIN COWPER** the City Manager of the City of New Smyrna Beach. They are personally known to me.

_____

NOTARY PUBLIC

Notary Seal

RYAN SHANK, CMRC LLC

"Pups Patio Dog Park & Bar"

WITESSES:

BY: _____ owner

SIGNATURE AND TITLE

_____

Print Name: John R. McCranie

_____

Print Name: Bobbie Haynes

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12 day of March 2026, by Ryan Shank. He is personally known to me or has produced DL as identification.

_____

NOTARY PUBLIC

Notary Seal

BOBBIE L. HAYNES
MY COMMISSION # HH 285909
EXPIRES: August 4, 2026

SITE PLAN

Address:
736 CANAL ST NEW
SMYRNA BEACH, FL 32168

Assessor's Parcel Number:
7441-20-00-0020

Parcel Area:
0.46 Acres

Land Use:
COMMERCIAL
STORES, RETAIL OUTLET

Zoning: MU

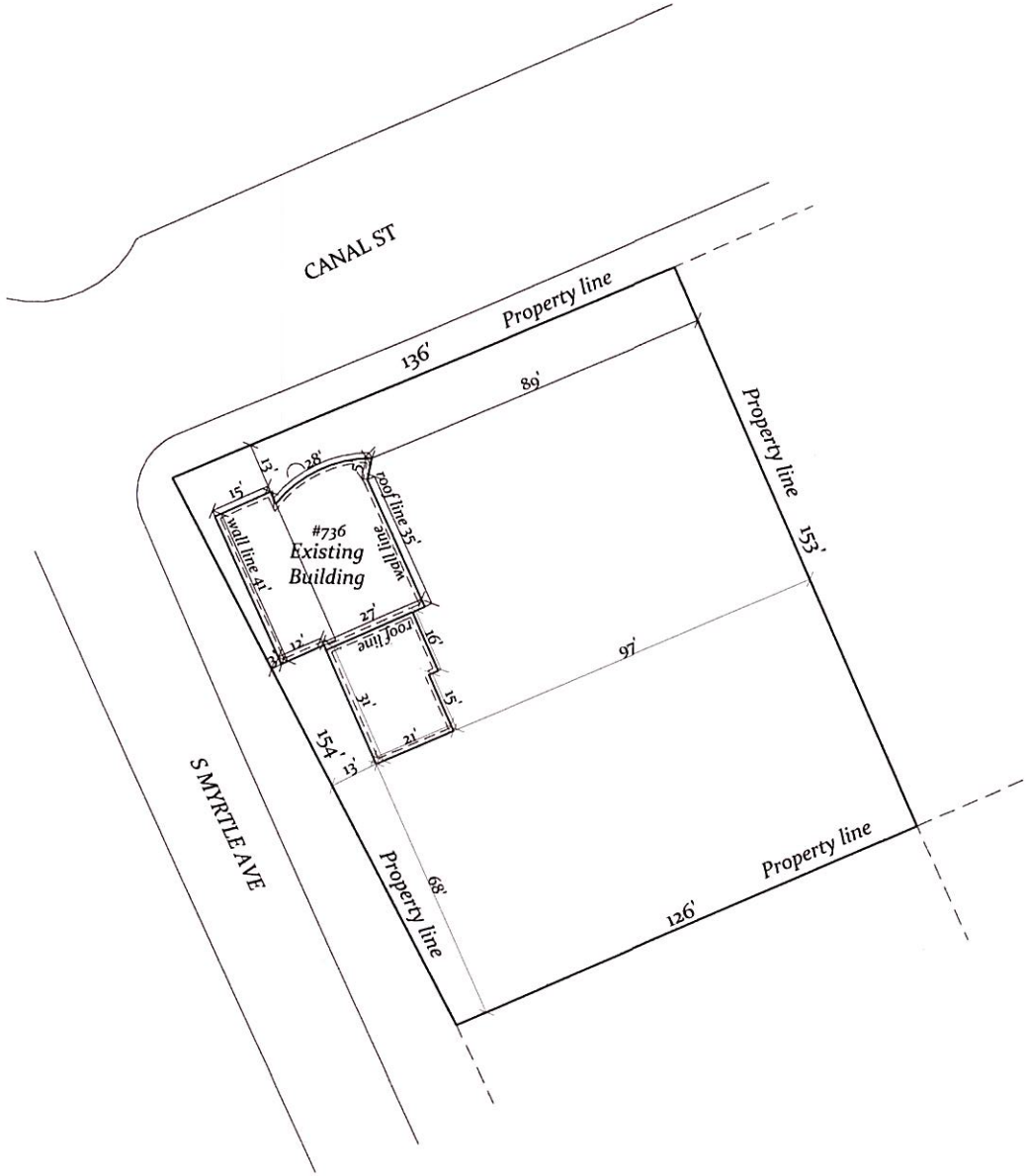
Legal Description:
LOTS 2 & 3 LAWLESS SUB LOT A BLK 2 BILLVILLE NEW SMYRNA MB 4 PG 105 PER OR 5515 PG 3289 PER OR 8279 PG 1421 PER OR 8538 PG

Subdivision:
SMYRNA

Owner: CMRC LLC

Paper size & scale:
11"x 17"; 1"=30'

Date: March, 2026



GRID NORTH

Scale:
1"=30'
Paper size:
11"x 17"

Legend

- Property line
- Topography line
- Wall line
- Roof line
- Retaining wall
- Fence
- Proposed addition

Disclaimer

This is not a Legal Survey, nor is it intended to be or replace one.

These measurements are approximate and are for illustrative purposes only.

This work product represents only generalized location of features, objects or boundaries and should not be relied upon as being legally authoritative for the precise location of any feature, objects or boundary.

Graphic scale

0 15' 30' 60'

SITEPLAN4YOU.com

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF A COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH (CRA) SMALL-SCALE COMMERCIAL FACADE / PROPERTY IMPROVEMENT 50-50 MATCHING GRANT IN THE AMOUNT OF $15,652.38 TO 511 HOME SOURCE INC. LOCATED AT 511 N. ORANGE STREET, NEW SMYRNA BEACH.

April 28, 2026

Background:

On April 13, 2021, the CRA Board and City Commission approved the program guidelines for the Small-Scale Commercial Facade / Property Improvement Grant Program, Large-Scale Commercial Facade / Property Improvement Grant Program and the Adaptive Reuse Opportunity Grant Program.

The Small-Scale Commercial Facade/Property Improvement 50-50 Matching Grant was created to encourage and incentivize the redevelopment of commercial buildings and properties with commercial frontage within the CRA District. The program allows the CRA to fund grant recipients or grantees on a reimbursement basis for 50% of the cost to enhance commercial facades and property improvements up to $20,000.

For this grant request, the CRA Board is considering an award of a Small-Scale Commercial Facade / Property Improvement Grant in the amount of $13,636.91 to 511 Home Source, Inc. located at 511 N. Orange Street for decorated exterior facade improvements, repair and reseal pavers in the driveway, painting, and exterior doors & windows. The total estimated costs are expected to be $31,304.75.

Motion to approve Small-Scale Commercial Facade / Property Improvement 50-50 Matching Grant in the amount of $15,652.38 to 511 Home Source Inc. located at 511 N. Orange Street, New Smyrna Beach.

Findings:

The applicant has provided three quotes for the scope of work as required for the grant program:

Shaker shingle installation on west gable work:
Well Built Solutions: $6,900
IES: $7,282
Mounts Maintenance LLC: $4,700

Windows and Doors:

Gulfstream: $15,360
CWC : $17,779.82
Anchor Glass: $10,960

Pressure Wash, Caulk and Paint:
Mounts Maintenance: $4,794
RTR Painting: $2,800
Patch's Painting: $7,300

Paver Repairs and Reseal:
Daytona Paver Patios LLC: $6,450.75
Atlantic Outdoor Living: $13,240
All-Phases: $6,622

The applicant has provided all of the required documentation and meets the eligibility requirements of this grant program.

Fiscal Analysis:
In the current fiscal year budget $166,000 was approved for new Small-Scale grants by the CRA Board and City Commission.

Strategic Plan Item:
No

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

Attachments:

Small Scale Grant Application -511 Home Source - 511 N Orange St.pdf
511 N Organge Estisting Photo.jpeg
color pallette.jpeg
Grant Agreement - 511 Home Source - 511 N Orange.pdf

I have read, understand and accept the program overview and guidelines set forth above for the Small-Scale Commercial Facade/Property Improvement 50-50 Matching Grant Program.

511 N. Orange Tree NSB FL 32168

Property Address City, State, Zip Code

James Reed

Applicant Name **(Please Print)**

James Reed

Applicant Signature

APPLICATION CHECKLIST

Every application package must include ALL of the following items before it will be processed and considered for approval.

☑ TAB 1: Written detailed description of the improvements to be done to the property

☑ TAB 2: W9 Form (attached)

☑ TAB 3: Copy of Business Tax Identification

☑ TAB 4: Copy of Occupational Licenses

☑ TAB 5: Copy of Warranty Deed,

☐ TAB 6: Copy of Lease (if applicable), N/A

☑ TAB 7: Copy of Property Appraisal Records (paid property taxes)

☐ TAB 8: Plans or sketches (if applicable) N/A

☑ TAB 9: Rendering of completed project (needed for presentation purposes)

☐ TAB 10: Site plan and plant list for landscape projects N/A

☑ TAB 11: Third-party cost estimates from three (3) Florida licensed contractors

☑ TAB 12: Estimated timeline or project schedule

☑ TAB 13: Evidence of financial ability to pay for the project (approved loan, cash account, line of credit, etc.)

☑ TAB 14: Completed Application

☑ TAB 15: Completed Checklist

ALL DOCUMENTS ALONG WITH COMPLETED APPLICATIONS SHOULD BE PROPERLY LABELED AND INSERTED INTO A MULTI PART PRONGED FOLDER. PARTIAL SUBMISSIONS WILL NOT BE REVIEWED OR ACCEPTED.

5. PROJECT INFORMATION

Project Description

Update windows and rear exit door.
Prep + paint building
shutters on front of building
reseal + resand paving in parking area.

Select all applicable ambitioned improvements in the property.

IMPROVEMENT	COST	IMPROVEMENT	COST
☑ Painting	4700.00	☐ Exterior lighting	
☐ Shutters		☐ Patio or decks connected to the building	
☐ Roof Repair		☐ Exterior wall repairs (e.g. stucco, brick or wood repairs and replacement)	
☐ Awnings/canopies		☐ ADA improvements	
☑ Decorative exterior façade improvements	4,794.00	☐ Signage	
☑ Exterior doors/windows	15360.00	☐ Fencing (excluding chain link, barbed wire, and wood panels)	
☐ Landscaping around the building		☐ Demolition of structure	
☐ Irrigation		☐ Public Utilities and Infrastructure relative to business or commercial property	
☑ Parking lot repaving, resealing, restriping	6450.75	☐ Exterior Security Features	
☐ Professional Design Assistance		**ESTIMATED TOTAL IMPROVEMENT COST**	31,304.75

Small Scale Commercial Facade/Property Improvement 50-50 Matching Grant Program Application

Name of **LICENSED** General Contractor for the Project: James Reed

Address of General Contractor: 1708 Needle Palm Dr.

City, State Edgewater FL Zip Code 32132

Phone Number of General Contractor: 386-478-3371

Email for General Contractor: [redacted]

Estimated Total Project Cost: $ 31,304.75 Grant Amount Requested: $ 15,652.38

6. **SOURCES OF FUNDING** Business Funds

7. **APPLICATION AGREEMENT**

I (we), the applicant(s) understand that the intent of this application is only for purposes of prequalifying for a Small-Scale Commercial Facade/Property Improvement 50-50 Matching Grant and does not guarantee acceptance or approval and no commitment is hereby made on the part of either the applicant or the Community Redevelopment Agency of the City of New Smyrna Beach (CRA).

I (we) certify that to the best of my (our) knowledge, all the information in this application and all information furnished in support of this application is true and correct. Any property assisted under this program will not be used for any illegal or restricted purposes. Any intentionally false or fraudulent statement or supporting documents will constitute cancellation of my (our) application. The Community Redevelopment Agency of the City of New Smyrna Beach (CRA) is hereby authorized to verify any of the information provided and to inspect the property prior to approval.

I authorize the City of New Smyrna Beach and the Community Redevelopment Agency of the City of New Smyrna Beach or its agents to take photos of myself and myself and business to be used to promote the program.

James Reed

Applicant Name **(Please Print)**

James Reed 3-12-26

Applicant Signature Date

Applicant Name **(Please Print)**

Applicant Signature Date


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COMMUNITY REDEVELOPMENT AGENCY OF CITY OF NEW SMYRNA BEACH
SMALL SCALE COMMERCIAL FAÇADE/PROPERTY IMPROVEMENT
GRANT AGREEMENT

This agreement is entered into this 28th day of April 2026 by and between the Community Redevelopment Agency of City of New Smyrna Beach, a Section 163.357, Fla. Stat., agency ("**GRANTOR**") and James Reed, President of 511 Home Source, LLC located at 511 N. Orange Street, New Smyrna Beach, FL 32168 (Parcel ID 744130050048) ("**GRANTEE**"), a Florida Limited Liability Corporation.

RECITALS

WHEREAS, **GRANTOR** has established a Small Commercial Façade/Property Improvement Grant Program to further the Community Redevelopment Area (CRA) Master Plan and encourages revitalization of commercial and industrial properties by assisting in the cost of exterior commercial façade/property improvement projects within the Community Redevelopment Area; and

WHEREAS, **GRANTEE** is the owner of a commercial property located at 511 N. Orange Street, New Smyrna Beach, FL 32168 and has made application for a grant under the Small-Scale Commercial Façade/Property Improvement Grant Program for make decorative exterior façade improvements, repair and reseal driveway pavers, install new exterior windows and doors and paint the exterior ; and

WHEREAS, GRANTOR has evaluated the application against the program criteria and finds that the proposed improvements to be made by GRANTEE satisfy the program criteria and will provide a great benefit to the CRA.

NOW THEREFORE GRANTOR AND GRANTEE AGREE AS FOLLOWS:

SECTION 1. IMPROVEMENTS. GRANTEE agrees to obtain a Florida licensed contractor to make decorative exterior façade improvements, repair and reseal driveway pavers, install new exterior windows and doors and paint the exterior of the commercial property located at 511 N. Orange Street, New Smyrna Beach, FL 32168, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

(a) **GRANTEE** agrees that it is required to obtain all necessary permits to proceed with the proposed exterior improvements and that all work must comply with the City's Land Development Regulations, the Florida Building Code, and any other applicable City, County, State or Federal regulations.

(b) **GRANTEE** agrees that the work involved for the proposed exterior commercial façade/property improvements must begin within thirty (30) calendar days of the date of last execution of this Agreement and that failure to begin work in that time frame may result in the proposed improvements being deemed ineligible for grant reimbursement.

(c) **GRANTEE** agrees and understands that all work eligible for reimbursement must be completed and approved by staff on or before **February 15, 2027**.

(d) **GRANTEE** agrees that the CRA/Economic Development Director may approve a maximum of two (2) grant extensions for a total of an additional 240 days. Any additional grant extensions shall require approval of the Community Redevelopment Agency Board.

SECTION 2. REIMBURSEMENT. GRANTEE understands that the maximum eligible amount for the aforementioned decorative exterior façade improvement, decorative exterior façade improvements, new exterior windows and doors and paint the exterior is $40,000 and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling **$31,304.75** the maximum eligible grant award to GRANTEE is **$15,652.38** subject to the following conditions:

(a) **GRANTEE** understands and agrees that it shall incur all project costs and may receive reimbursement from **GRANTOR** only after the Section 1 improvements have been completed in a professional and workman-like manner and completed in substantial conformity with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTEE** agrees that the project shall be deemed complete only after final inspection and approval by the CRA/Economic Development Department and the Development Services Director or designee. Such inspection will only be performed after the **GRANTEE** tenders the following to **GRANTOR**:

1) An executed and notarized contractor statement showing the full cost of the work, as well as each separate component amount due to the contractor

and each subcontractor involved in furnishing labor, materials or equipment; and

2) Proof of payment for eligible reimbursable costs (e.g., detailed invoices and copies of processed or cancelled checks); and

3) Proof that all required local, state and federal permits were secured; and

4) Proof that all work passed the requisite inspections; and

5) Final lien waivers from all contractors and subcontractors; and

6) Photos of the finished improvements for presentations.

No later than 60 days after approval, **GRANTOR** shall issue a check to the **GRANTEE** for an amount up to the maximum eligible grant award as demonstrated by the proof of payment.

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to _James Reed, 1708 Needle Palm Drive, Edgewater, FL 32132_____ or an updated mailing address provided in writing to the CRA by the grantee.

(c) **GRANTEE** agrees that it is within the CRA/Economic Development Director's discretion to authorize partial grant payments based upon a draw schedule to facilitate the timely completion of approved projects, but in no event will the partial payments add up to an amount more than the maximum eligible grant award.

SECTION 3. INTERIM INSPECTIONS. GRANTEE agrees that the CRA/Economic Development Department shall periodically review the progress of the exterior commercial façade/property improvements at decorative exterior façade improvements, new exterior windows and doors and paint the exterior . Such inspections shall not replace any permit inspection by the city's Development Services Department. **GRANTOR** agrees that the CRA/Economic Development Department shall notify **GRANTEE** of any work which does not appear to be in conformance with the approved plans, design drawings and specifications. Such deficiencies shall be immediately remedied by the **GRANTEE**. **GRANTEE** agrees that failure to cure deficient or improper work may result in denial of any reimbursement payment request.

SECTION 4. ALTERATIONS. GRANTEE agrees not to alter, modify or remove the improvements made in accordance with this Agreement without the written permission of GRANTOR for a period of five years.

SECTION 5. MAINTENANCE. GRANTEE agrees to maintain the improvements made in accordance with this Agreement for a period of five years. **GRANTEE** agrees that if it does not maintain the improvements made in accordance with this Agreement for a period of five years, it shall reimburse **GRANTOR** all grant monies received under this Agreement for any exterior commercial façade/property improvements that have not been maintained. **GRANTEE** also agrees that if within the five-year maintenance period the exterior improvements are damaged by such things as automobiles, wildlife, acts of nature, or stolen, it shall notify **GRANTOR** and provide documented proof of such damage. **GRANTEE** agrees and understands that it shall repair or replace any of the exterior improvements that are damaged or stolen within the five-year maintenance period at its sole expense.

SECTION 6. FUTURE SALE. **GRANTEE** agrees that if the commercial property is listed for sale or lease within five years of the grant funds being awarded, **GRANTEE** or its authorized representative must notify the CRA in writing via certified mail within five calendar days and either provide **GRANTOR** with reimbursement of the maximum eligible grant award prior to sale or lease or condition the sale or lease upon the new owner or tenant entering into this Agreement for the remainder of the five-year term.

SECTION 7. RELEASE AND INDEMNIFICATION. GRANTEE agrees that it releases **GRANTOR** from, and agrees that the **GRANTOR** shall not be liable for, and agrees to indemnify and hold harmless the **GRANTOR** and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way directly or indirectly connected with the Small Scale Commercial Façade/Property Improvement Grant Program. **GRANTEE** further agrees to pay for or reimburse the **GRANTOR** and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or

expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action directly or indirectly connected with the Small Scale Commercial Façade/Property Improvement Grant Program, including those incurred on appeal. **GRANTOR** shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

SECTION 7. OTHER WORK. Nothing herein is intended to limit, restrict or prohibit GRANTEE from undertaking any other work in or about the subject premises which is unrelated to the Small-Scale Commercial Façade/Property Improvement Grant provided for in this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESSES:

COMMUNITY REDEVELOPMENT AGENCY OF CITY OF NEW SMYRNA BEACH,

_____

Print Name: _____

BY: _____

FRED E. CLEVELAND, Mayor and Chairman

_____

Print Name: _____

ATTEST:

_____

KEVIN COWPER, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by **FRED E. CLEVELAND**, as the Chairman, City of New Smyrna Beach Community Redevelopment Agency and **KEVIN COWPER** the City Manager of the City of New Smyrna Beach. They are personally known to me.

_____

NOTARY PUBLIC

Notary Seal

JAMES REED, 511 HOME SOURCE, LLC

WITESSES:

BY: _____

SIGNATURE AND TITLE

_____

Print Name: _____

_____

Print Name: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of April, 2026, by James Reed. He/She is personally known to me or has produced Florida Driver License as identification.

_____

NOTARY PUBLIC

Notary Seal

ELIZABETH FRYE
Notary Public, State of Florida
Commission# HH 351804
My comm. expires Jan. 22, 2027

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

DIRECTOR'S REPORT

April 28, 2026

Background:

Per F.S. 163.371, Beginning March 31, 2020, and not later than March 31 of each year thereafter, a community redevelopment agency shall file an annual report with the county or municipality that created the agency and publish the report on the agency's website.

Findings:

CRA/Economic Development Director, Samantha Bergeron, submitted the Annual Report to Volusia County, Florida Commerce Department of Special District Accountability and Florida Redevelopment Association. The Annual Report is also on the CRA page of the website. A legal ad was displayed in the News Journal newspaper, and a copy of the FY 2024 - 2025 Annual Report is available in the Clerk's Office for anyone wishing to review the paper copy.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

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

Attachments:

CRA of NSB Annual Report FY 24 - 25.pdf
CRA Performance Measures FY 24 - 25 Annual Report.pdf

NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH

Annual Report FY 2024 - 2025







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NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

Vision

The New Smyrna Beach community identified in its previous CRA master plans and its Economic Development Plan, the community values and critical issues; a framework that combines traditional planning principles and land development practices through planning directives aimed at:

- Creating a distinct community image, unique identity, and recognized City character.
- Uniting the community together through the development of a central community core, neighborhood centers, and gathering spaces.
- Establishing land development patterns that integrate the City's commercial core, commercial corridors including US 1, neighborhoods, civic areas, and public spaces.
- Uniting the community through an integrated, multimodal transportation system in concert with the Florida Department of Transportation and Volusia Transportation Planning Organization.
- Meeting the public services and infrastructure capacity needs for today and the future.
- Establishing sustainable land development practices, traditional master planning strategies, and identifiable architectural design standards.

The US 1 CRA Plan and the Community's Vision, established throughout the planning process, provide the necessary framework to enable the community to evolve and develop over time to improve its quality of life and enhance its character. The City has identified numerous assets that can serve as catalysts for economic development and neighborhood stabilization. The City has undertaken numerous efforts towards this end, and the US 1 CRA Master Plan will help the City achieve its Vision and provide the framework for change in the community. Building off of previous City successes, a goal of this CRA Master Plan is to activate the streets through attractive, viable uses that draw residents and visitors out of the car and off the main thoroughfare, stabilize neighborhoods through public infrastructure, improved housing and buildings, provide employment opportunities through primary and secondary jobs creation, and encourage redevelopment and reinvestment in the community by the private sector.

Purpose

The purpose of the US 1 CRA is to act as a tool for the City to stimulate economic recovery and to improve local conditions by reinvestment in the community. Kimley-Horn and Associates, Inc., with support from its team members, Urbanomics, Inc., Traffic Engineering Data Solutions, Inc. (TEDS), and AECOM, have prepared the 2014 US 1 CRA Master Plan. The 2014 Plan presents the Vision for the CRA that was developed with consideration of the inventory and analysis of existing conditions within the City and the study area defined through the Finding of Necessity ("Blight Study") process. Portions of this Master Plan included components previously identified and/or provided as part of the US 1 CRA Finding of Necessity Report to provide consistency and continuity in the CRA and Master Planning approach.

Key Elements of the CRA Plan include projects that facilitate:

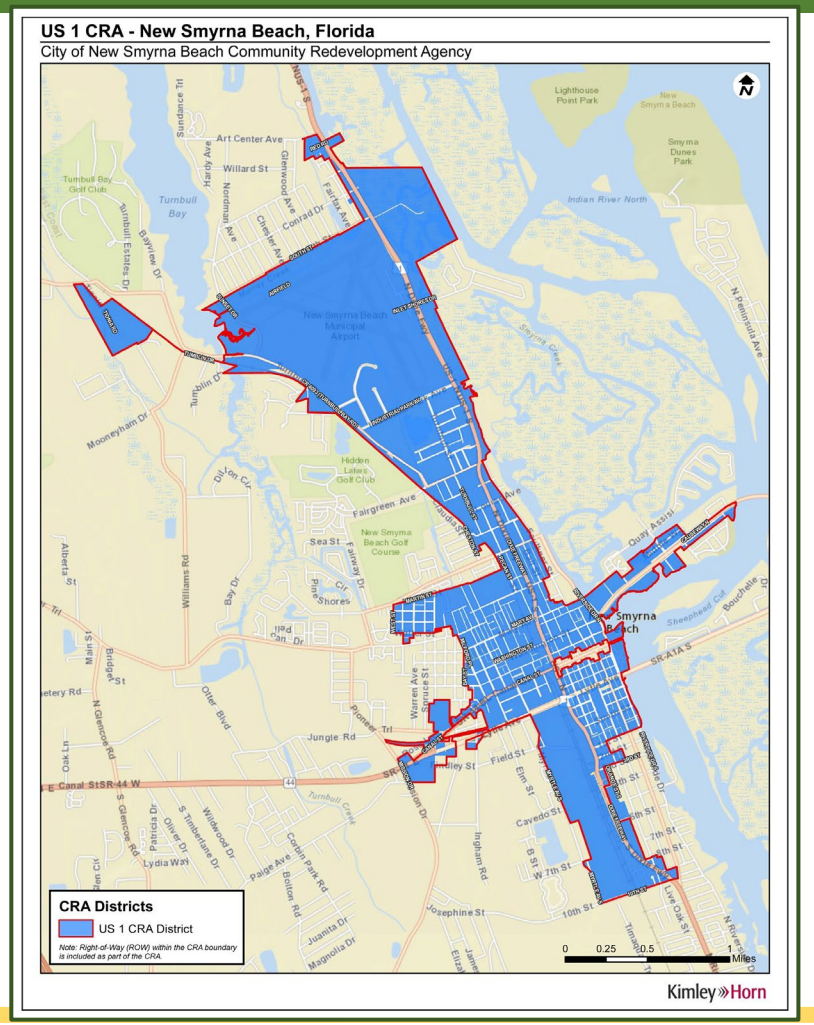
- Capitalize Economic Potential of the Airport
- Improvements / Expansion of Parks, Playgrounds, Parking Areas, Boat Ramps and Other Public Facilities
- Pedestrian Safety Enhancements/Improvements and Streetscapes
- Preservation of Critical Historic Structures
- Utility Improvements
- Property Rehabilitation/Remediation
- Wayfinding Signage and Entry Way Signage
- Stormwater Management
- Support Affordable Housing Initiatives

Only the City of New Smyrna Beach and Volusia County taxing authorities are requested to participate. Note: the US 1 CRA Master Plan contemplated a maximum 40-year build-out; however, it is understood based on the Volusia County Resolution 2014-164 (Delegation of Authority), the duration of the US 1 CRA will be for 20 years.

Redevelopment Area Boundaries

The Community Redevelopment Agency of the City of New Smyrna Beach

- 2,170 parcels
- Totaling 2,002 acres
- 3.8 square miles

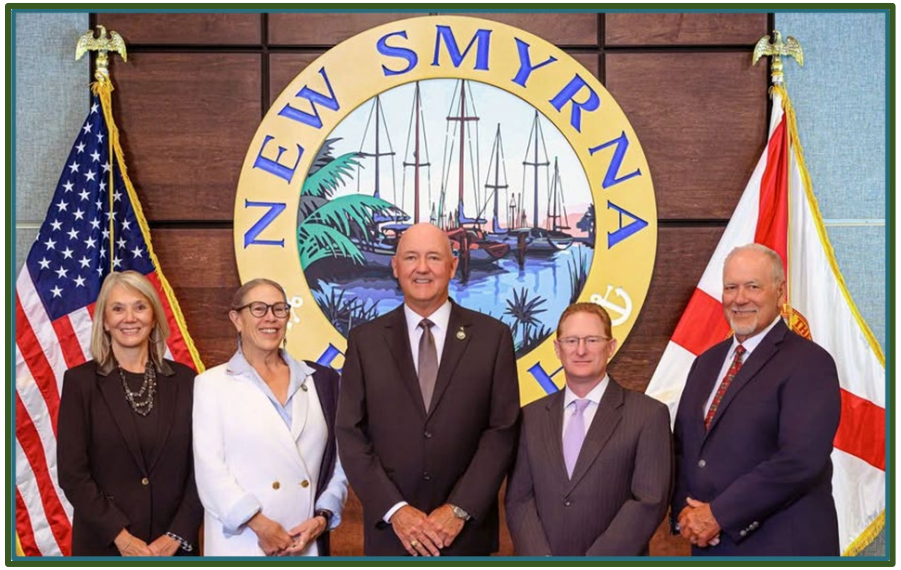


The Process



- Volusia County Resolution 2014-164 Delegation of Authority to create the CRA
- Resolution 04-15 Finding of Necessity February 24,2015
- Resolution 05-15 Creating the Community Redevelopment Agency and Declaring the City Commission as the Governing Body February 24, 2015
- Ordinance 44-15 Adopting the CRA Master Plan May 18, 2025
- Volusia County Resolution 2020-161 Amending Capital Items and Use of County Contributed Funds September 29, 2020

Governing Board



Governing Board Members 24 – 25
(left to right) Vallie Perrine, Lisa Martin, Fred Cleveland (Chair), Jason McGuirk and Brian Ashley

Contact: Samantha Bergeron,
CRA / Economic Development Director
City of New Smyrna Beach
210 Sams Avenue, New Smyrna Beach, FL 32168
Phone: 386-424-2160
E-mail: sbergeron@cityofnsb.com
URL: https://www.cityofnsb.com/1286/Community-Redevelopment

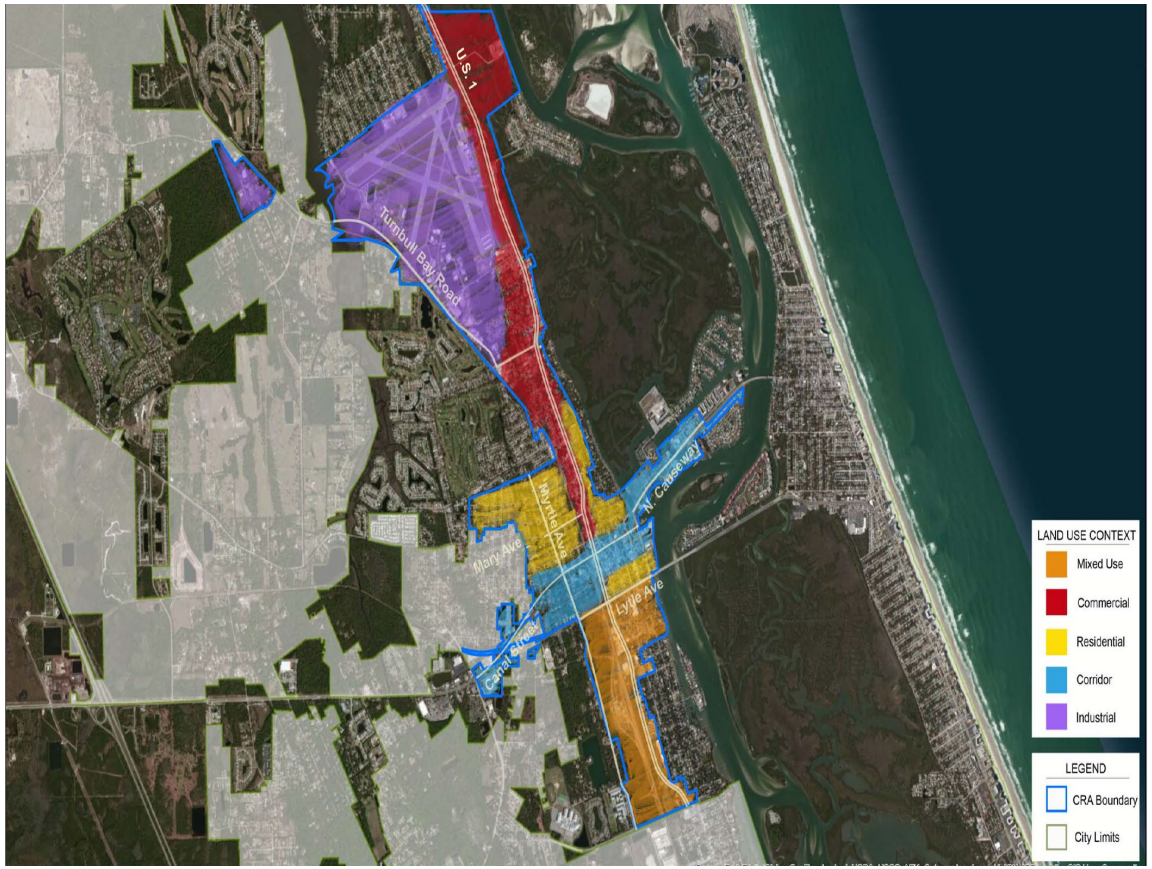
Primary Objectives

- Defining the US 1 Corridor CRA
- Addressing zoning and land use needs including possible adoption of an Overlay District(s)
- Updating the land development code, encouraging design and development standards aimed at promoting redevelopment and economic development
- Building on and expanding the City's cultural areas
- Implementing transportation enhancements, including multimodal improvements (pedestrian, bicycle, transit, and vehicular).
- Implementing and enhancing stormwater enhancements
- Creating/expanding the City's medical core campus
- Expanding industrial and employment center opportunities
- Identification of key streets and gateway areas
- Designing and constructing community gateway features
- Identifying key Opportunity Sites that will further foster and support redevelopment efforts
- Enhancing the City's character and quality of life through neighborhood stabilization and new employment opportunities
- Creating a range of obtainable housing opportunities and choices
- Supporting and encouraging the core industries within the community
- Expanding on those industries at the airport that are both aeronautical and non-aeronautical (including aeronautical support services)
- Balancing the need to protect natural resources with the need to provide economic opportunities
- Providing well-designed, functional, and cost-effective transportation, utility, and public services to workplaces, neighborhoods, communities, and centers of economic activity
- Identifying funding mechanisms for projects and programs

CRA Plan – Areas within the District

Areas Identified as High Potential

- North US1 & Airport
- Canal Street
- North Causeway
- Medical Center
- Historic West Side
- South US1



CRA Plan – Goals & Objectives

1. Construct / Improve Public Facilities and Infrastructure

- Identify through the US 1 CRA Master Plan CIP public improvement projects for infrastructure including but not limited to
  - pedestrian safety improvements (e.g., sidewalks, pedestrian crossings, traffic calming measures),
  - stormwater,
  - streets and roadway facilities (i.e., improving unpaved/sub-standard roads and rights-of-way),
  - sanitary sewer installation (removal of septic tanks).
- Improvements to the Airport Industrial Park area including street and utility extensions
- Construction of parking facilities to facilitate (allow) for increased use of existing properties for buildings and other revenue generating options (versus provisions for site-specific, off-street parking); may include the construction of parking garages.
- Preserve, rehabilitate and augment existing community and civic structures and facilities, including historical preservation, adaptive reuse of existing structures; identify and preserve culturally significant structures within the CRA which can serve a broader segment of the community.
- Provide transit opportunities and improvements including the potential for a CRA/downtown trolley or circulator.
- Provide incentives for brownfield remediation and site improvements necessary to redevelop properties that are either undeveloped or underdeveloped due to existing site conditions and constraints (i.e., brownfield).
- Expand the CRA/City wayfinding signage program.
- Based on the limited amount of vacant properties available for development within the CRA, redevelopment of existing properties and better utilization of existing facilities will be necessary to achieve the City and CRA's long term buildout of residential and non-residential parcels.

CRA Plan – Goals & Objectives

2. Adopt Smart Growth Strategies for Land Use and Development

- Direct development towards existing infrastructure, adapt and reuse buildings, and engage in urban infill to meet development needs.
- Support infill development by creating flexibility in zoning, parking, and building codes. Zoning that encourages well planned compact mixed-use development can encourage reuse.
- Review and revise, as appropriate, the City's Land Development Regulations to support redevelopment efforts including the use of form based codes as compared to traditional zoning codes.
    - Establish minimum levels of development to complement the City's maximum levels to encourage increased areas of development and minimize low density and/or single use facilities.
    - In lieu of minimum development standards, provide development incentives to encourage additional density, intensity (non-residential), mix of uses (vertical and/or horizontal),
    - provision of public spaces, activated streets and pedestrian zones, or similar standards.
    - Create "neighborhood" development districts with standards similar to those of the Mixed Use District.
- Provide alternative design and development standards including road/right-of-way cross-sections supportive of urban development and redevelopment practices.
- Promote policies that prioritize and direct infrastructure spending and improvements to existing neighborhoods. Identify and fund projects that promote both City and County benefits.
- Work to keep valuable jobs downtown within easy access of residential areas; provide (retain) employment incubator spaces to support small business and personal services.
- Maintain and work to promote basic services in the Business Corridor district (post office, grocery store, bank, pharmacy, etc.).

CRA Plan – Goals & Objectives

3. Provide Value Added Financial Strategies by Incorporating Institutional Practices that Facilitate or Expedite Various Aspects of Development Projects.

- Make information about available development sites readily accessible to the public.
- Assist in helping with land assembly and title clearance in preparation for land development of available sites.
- Allow for the aggregation of specially targeted or multiple owner lots designated as underutilized or undersized to provide incentives for private investor redevelopment.
- Create/expand a business development program to aid, expand, or retain existing businesses and promote new business opportunities. Consider a small business administration loan program to aid small business startups in the community.
- Provide development related assistance through an "Opportunity Site Grant Program".
- Create a US 1 merchants association.

CRA Plan – Goals & Objectives

4. Provide and Improve Recreation Facilities and Public Spaces Through Partnerships and Interlocal Agreements with the Private Sector and Other Governmental Entities to Ensure they are Well Maintained, Accessible, Safe, and Inviting.

- Make special enhancement funds available to re-design and repurpose existing parks and public areas utilizing Crime Prevention through Environmental Design (CPTED).
- Identify and expand the development of neighborhood parks and community gathering spaces. This can include public improvements for parks, playgrounds, structures/facilities, parking areas, boat ramps and related infrastructure.
- Explore the potential re-use of existing County offices in downtown for other public-private use. COMPLETE
- Promote the senior center as an asset in the community through event planning and promotion

CRA Plan – Goals & Objectives

5. Expand the City's Neighborhood Planning Program, Including the Development of Neighborhood and / or Community Master Plans.

- Provide housing/neighborhood improvement programs aimed at assisting to stabilize existing neighborhoods.
- Encourage innovative design which integrates environmentally sound best practices (e.g., green building design, low-impact development, dual water systems, and xeriscape).
- Consider updates and amendments to the Comprehensive Plan and Zoning Code to expand the mixed use zoning area within the proposed US 1
- Community Redevelopment Area.
- Continue to evaluate building heights and other design features for modification, together with other implementation tools, as the CRA matures.
- Assist in the preparation of neighborhood overlay plans and sector plans to promote flexibility in design addressing building height, shared access, and parking facilities.
- Create an overlay district and a land use compatible area adjacent to the airport and FEC.
- Investigate joint marketing and zoning changes to the hotel/motel uses along US 1.

CRA Plan – Goals & Objectives

6. Establish Compatible Industries Adjacent to Commercial and Residential Districts.

- Limit Industrial uses to areas specifically classified as Industrial on the City of New Smyrna Beach's Future Land Use Map targeting the areas adjacent to the New Smyrna Beach Municipal Airport and the Tionia Industrial Park; industrial uses within the Business Corridor district should be prohibited.
- Develop standards of design and type of use which will minimize detrimental effects to the public health, safety, and welfare, and be in harmony with the objectives of this Master Plan.
- Promote and provide incentives for green industries within US 1 CRA.
- Improve commercial and industrial land use compatibility with nearby residential and phase out incompatible uses.
- Provide infrastructure improvements and business support services (infrastructure, wi-fi, etc.) which will assist in attracting and retaining businesses within the targeted industrial and business zones.

CRA Plan – Goals & Objectives

7. Incorporate Housing Revitalization Through Housing Maintenance Programs and Rehabilitation Services.

- Provide the development of housing diversity and affordable housing to residents of low to moderate income, including the elderly.
- Re-establish older neighborhoods through redevelopment and revitalization of the City's housing stock through improvements in safety, infrastructure, and housing partnerships.
- Promote programs and incentive for homeowners to rehabilitate their homes. Such incentives may include low interest loans or information on other funding sources for the repair of single and multi-family homes depending on the applicant's income and monthly budget.
- Coordinate with intergovernmental agencies such as Southeast Volusia County Housing Authority and Habitat for Humanity to assist low-income households with down payment and closing costs assistance.
- Institute incentives for private developers to finance the construction of affordable housing including density bonuses, tax abatement, and the reduction or waiving of building permit fees.
- Preserve and expand residential and non-residential incentives currently in use within the existing CRA. Look for a diversification of programs and projects throughout the entire new CRA.
- Explore a sustainable housing/new housing program to create opportunities within the community including rental assistance and holding rental rates steady.

CRA Plan – Goals & Objectives

8. Encourage community policing innovations designed to decrease crime by reducing opportunities for criminal activity through visible presence of law enforcement in the community, including community mobilization, neighborhood block watch, citizen patrol, bicycle or foot patrol, or intensified motorized patrol.

9. Investigate/implement a Community Benefit Agreement (CBA) program. CBA's are generally programs which aim to provide some form of benefit to residents of an affected community or neighborhood. Typically, these agreements require an additional condition for projects that receive agency funds, such as a requirement that area residents receive priority in construction employment for the project.

CRA Plan – Goals & Objectives

10. Establish a Unique Identity to Promote the Vision of the US 1 CRA Through Branding and Marketing Programs.

- Create a logo, identity package, and website which can be used to identify the new CRA while continuing to utilize promotional/branding material from the existing CRA, such as "The Loop."
- Establish a brand for the new CRA that may be used on literature, banners, gateways, and all types of promotional campaigns.
- Support festivals, exhibits, performances, and other special events designed to attract residents and visitors to the new US 1 CRA.
- Encourage consistent architectural and site design themes to promote a style or quality of new construction that would maintain the desired theme and scale of development in the US 1 CRA.
- Create a business recruitment package that is updated regularly with a listing of available properties, maps, building profiles, and information for current and planned events.
- Create formal joint marketing and business recruitment, expansion, and retention efforts with the Chamber of Commerce and Airport for the US 1 CRA.

Key Elements of the CRA Master Plan

- Gateways and Signage
- Connectivity and Safety for Pedestrians, Bicyclists, and users of Mass Transit
- Streetscape Improvements
- Transit Zones
- Parking and Access Management
- Economic Development / Business Assistance
- Historic Preservation
- Stormwater Management Systems
- Low Impact Development (LID)
- Utilities
- Infrastructure
- Parks and Cultural Enhancements
- Affordable Housing
- Brownfield Remediation

FY 2024 – 2025 Projects

- Mary Tot Lot Recreation Improvements
- 1292 Turnbull Bay Road Brownfield Remediation
- Septic to Sewer Design Project at NSB Airport
- Sports Complex - All – Inclusive Playground Replacement & Expansion
- Historic Preservation Façade / Property Improvement 50-50 Matching Grant Program
- Economic Development Façade / Property Improvement 50-50 Matching Grant Programs

Capital Project 2024 – 2025 – 1292 Turnbull Bay Road Remediation Project $136,536.45

- Approved in CRA Budget Resolution No. CRA-03-24 by the CRA Board September 24, 2024
- Approved at the April 22, 2025 City Commission meeting
- Removal of old rail car containing tac that was used in resurfacing roads.
- (Pages 37 and 46 CRA Master Plan)





Capital Project 2024 – 2025 – Septic to Sewer Design Project at NSB Airport Air Traffic Control Tower $54,213

- Approved in CRA Budget Resolution No. CRA-01-25 by the CRA Board April 22, 2025
- Septic to Sewer Project Design with Mead & Hunt approved by City Commission May 27, 2025
- Improve public infrastructure within the CRA District and Airport (CRA Plan page 19 and 82 Sanitary Sewer, CRA Master Plan)



Cultural & Recreation Improvement Project – Mary Tot Lot $37,131

Approved June of 2023, in combination with CDBG Grant Funding. (Page 19 & 20 CRA Master Plan) Park & Cultural Enhancement Project.



Before



After

Cultural / Historical Enhancement Project 2024 – 2025
Mary S. Harrell Black Heritage Historic Preservation Façade / Property Improvement 50-50 Matching Grant - $6,000 Completed Aug. 2025

CRA Board approved May 27, 2025 a Historic Preservation / Not-for-Profit Façade / Property Improvement 50-50 matching Grant to paint the exterior of the museum and Annex at 314 Duss Street (Page 20 CRA Master Plan)



NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

Recreation Improvement / Expansion Project 2024 – 2025
All Inclusive Playground Replacement & Upgrades at the Sports Complex
Started - $975 (Total CRA Budget $500,000) Expected Completion FY 2026

- Approved by CRA Board in Budget Amendment Resolution CRA 01-25 on April 22, 2025
- Bid Award to KOMPAN Approved by City Commission May 13, 2025
- CRA Master Plan Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities (Pages 19, 20)



Economic Development – Façade / Property Improvement Grant – Blue Orange Holdings LLC - $250,000

Blue Orange Holdings LLC located at 540 N. Dixie Freeway was awarded an **Adaptive Reuse Opportunity Grant of up to $250,000** on September 24, 2024 by the CRA Board. Calculated Economic Impact of $3,229,346. Project was completed August 31, 2025.







FPL PoweringFlorida

Economic Impact

Report Owner : Ricardi Calixte | Last Modified By Ricardi Calixte @ 1:46:17 PM, 9/10/2024

Location: Volusia County, FL

Employment: 15

SAVE

Economic Indicators by Impact

Impact	Employment	Labor Income	Value Added	Output
Direct	15	$651,998	$1,493,846	$2,137,545
Indirect	4	$158,813	$275,910	$628,784
Induced	2	$128,013	$266,946	$463,017
TOTAL	**21**	**$938,824**	**$2,036,702**	**$3,229,346**

Tax Results

Impact	Sub County General	Sub County Special Districts	County	State	Federal	Total
Direct	$52,467	$59,408	$64,411	$212,372	$185,966	$574,626
Indirect	$2,884	$3,269	$3,544	$12,181	$41,882	$63,762
Induced	$4,002	$4,533	$4,914	$16,708	$35,281	$65,440
TOTAL	**$59,353**	**$67,210**	**$72,869**	**$241,261**	**$263,129**	**$703,828**

Redevelopment / Business Investment (façade grants) pgs. 11, 20

Economic Development – Façade / Property Improvement Grant – Crown Assisted Living $59,100

Crown Assisted Living located at 301 Milford Place was awarded a **Large-Scale Commercial Façade / Property Improvement 50-50 matching Grant of up to $59,100** on March 25, 2025 by the CRA Board to replace the roof. Project was completed April 30, 2025.



Before



After

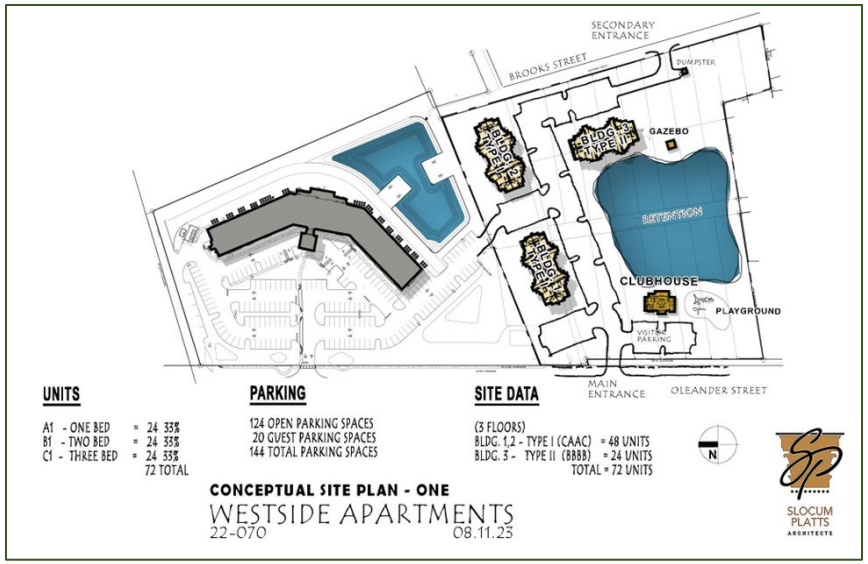
Redevelopment / Business Investment (façade grants) pgs. 11, 20

Ongoing Projects – Affordable Housing

On August 22, 2023, the CRA Board/City Commission approved a City of New Smyrna Beach Community Redevelopment Agency **$460,000** Grant to the New Smyrna Beach Housing Authority for a Westside Phase II Multifamily Housing Development Project submittal to the Florida Housing Finance Corporation 9% LIHTC Program.

The Westside Phase II application presents a plan to construct a new multifamily housing development project consisting of (3) three-story buildings with (24) units per building for a minimum total of 72 housing units and a clubhouse for recreational and other resident activities at 500 Brooks St. The project is calculated to cost approximately $27.6 million.

CRA funds will be utilized for development cost such as: development fees, hard and soft cost etc. If the project proceeds as proposed, an August 2023 Economic Impact Analysis report revealed an approximate $87.7 million-dollar economic impact to New Smyrna Beach.



Performance Measures F.S. 189.0694

- Taxable Value of properties within the CRA District will be used to measure the effectiveness of the CRA:
  - In 2015, the taxable value of properties in the CRA District equaled $190,264,372
  - In 2024, the taxable value of properties in the CRA District equaled $592,529,286
- Number of Affordable Housing units created will also be used to measure the effectiveness of the CRA:
  - Phase II of the Greenlawn Manor Housing Development Project with NSB Housing Authority is ongoing. NSB Housing Authority is applying for SHiP, HUD and other grants.
- Measure of the Investment in Historical, Cultural and Recreational Projects.
  - $37,131 Mary Tot Lot
  - $6,000 Mary S. Harrel Black Heritage Museum
  - $975 Sports Complex Light Retrofit

NEW SMYRNA BEACH COMMUNITY REDEVELOPMENT AGENCY

Financials – Revenues and Expenses

Revenues	FY 24 - 25	FY 23 - 24	FY 22 - 23	FY 21 - 22	FY 20 - 21	FY 19 - 20	FY 18 -19	FY 17 - 18	FY 16 - 17	FY 15 - 16	FY 14 - 15
City TIF	$991,467	$1,254,074	$874.402	$592,875	$482,263	$370,274	$298,117	$149,379	$77,525	$33,794	$0
County TIF	$1,511,982	$916,343	$830,953	$563,227	$458,000	$351,713	$141,910	$77,525	$81,606	$35,573	$0
Intergovernmental & Grants	$0	$0	$92,234	$0							
Investment Earnings	$224,060	$207,421	$89,707	$9,924	$3,384	$10,906	$6,489	$1,934	$560	$99	
Miscellaneous		$6,431									
Total Revenues	$2,727,509	$2,384,269	$1,887,296	$1,166,026	$943,647	$732,893	$587,765	$293,222	$159,131	$69,466	$0
Balance Forward	$5,996,430	$4,090,128	$2,264,088	$1,914,259	$1,216,324	$568,431	$157,186	$157,186	$69,466		
Expenses											
Capital Projects	$190,750	$18,172		$100,911	$239,300	$10,000	$67,623	$280,735	$51,77		$0
Culture, Historic & Recreation	$44,106	$40,233	$61,256								
Economic Environment	$309,100	$366,463		$465,286							
Operating / Maintenance / Other					$6,412	$75,000	$106,917	$14,468	$20,195		
Transfers (CDBG Projects)		$92,234		$250,000							
Total Expenses	$543,956	$327,330	$61,256	$566,197	$245,712	$85,000	$174,540	$293,203	$71,972	$0	$0
Net Changes in Fund Balance	$2,183,552	$1,998,534	$1,826,040	$349,829	$697,935	$647,893	$413,225	$0	$87,719	$69,466	
Ending Fund Balance	$8,179,983	$6,088,662	$4,090,128	$2,264,088	$1,914,259	$1,216,324	$568,431	$157,186	$157,186	$69,466	
Number of Personnel	0	0	0	0	0	0	0	0	0	0	0
Debt	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Focus: Historic West Side and US 1 – Utilities pgs. 19, 20, 27 Parks pg. 20, Redevelopment / Business Investment (façade grants) pgs. 11, 20											Bas Year

FY 2024 – 2025 Expense Detail

Expense Detail	FY 2024 - 2025
Capital Projects – 1292 Turnbull Bay Remediation, Airport Beautification	$190,750
Culture & Recreation – Mary Tot Lot, Sports Complex All Inclusive Playground Expansion	$38,106
- Mary S. Harrell Black Heritage Museum	$6,000
Economic Environment	
- Façade Property Grant to Blue Orange Holdings (ACE Hardware 540 N. Dixie Freeway)	$250,000
- Façade Property Grant to Crown Assisted Living (301 Milford Place)	$59,100
Total Expenses	$543,956
Focus: Historic West Side and US 1 – Utilities pgs. 19, 20, 27 Parks pg. 20, Redevelopment / Business Investment (façade grants) pgs. 11, 20	

Community Redevelopment Agency of the City of New Smyrna Beach 2024 – 2025 Annual Report

Conclusion

NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH







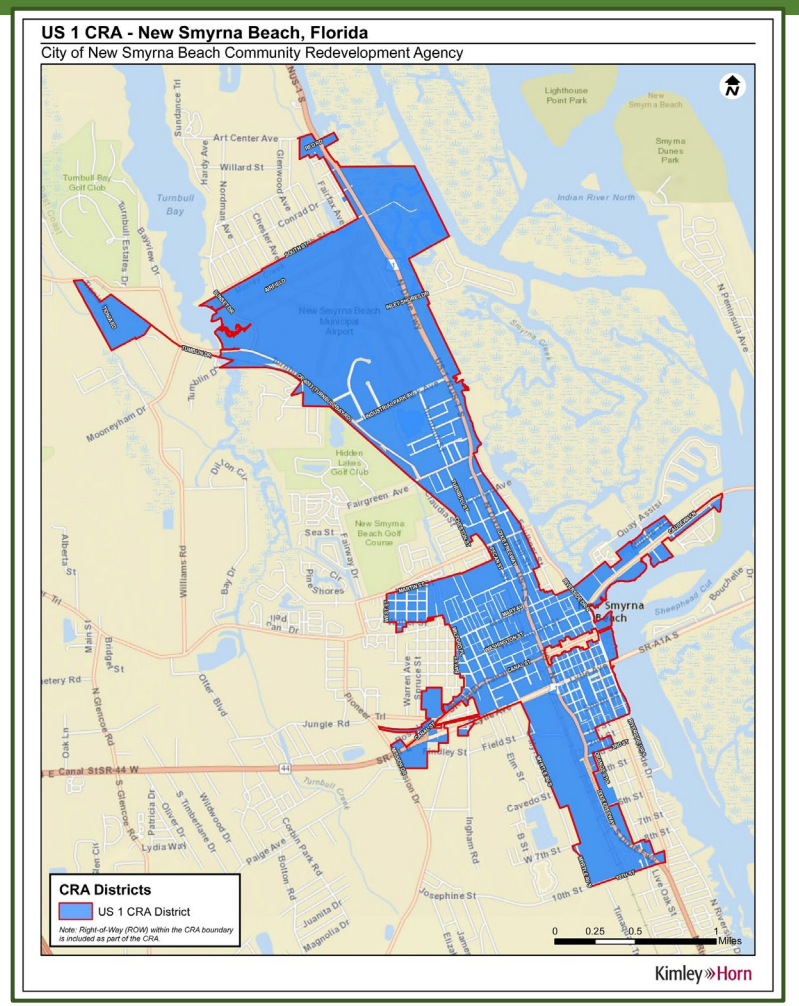
FY 2024 – 2025 Performance Measures Annual Report

Goals & Objectives Analysis per F.S. 19.062

Community Redevelopment Agency of the City of New Smyrna Beach

- Established February 2015
- 2,170 parcels
- Totaling 2,002 acres
- 3.8 square miles

210 Sams Avenue
New Smyrna Beach, FL 32168
386-424-2160
https://www.cityofnsb.com/1286/Community-Redevelopment



Goal

TO ERADICATE BLIGHT CONDITIONS AS IDENTIFIED IN THE 2013 FINDING OF NECESSITY STUDY BASED ON F.S. 163.387

The following conditions were identified:

· Defective or inadequate roadway conditions and parking facilities

· Property valuations

· Faulty Lot Layout

· Unsanitary or Unsafe Conditions

· Deterioration of Site or Other Improvements

· Inadequate/Outdated Building Density Pattern

· Incidence of Crime

· Greater Number of Violations, Including Florida Building Code

· Diversity of Ownership or Defective/Unusual Conditions of Title

· Governmentally Owned Property with Adverse Environmental Conditions

· Inadequate provisions for ventilation, light, air, and open space

· Existing Conditions that Endanger Life/Property by Fire/Other Causes

CRA Plan – Goals & Objectives

1. Construct / Improve Public Facilities and Infrastructure

- Identify through the US 1 CRA Master Plan CIP public improvement projects for infrastructure including but not limited to
  - pedestrian safety improvements (e.g., sidewalks, pedestrian crossings, traffic calming measures),
  - stormwater,
  - streets and roadway facilities (i.e., improving unpaved/sub-standard roads and rights-of-way),
  - sanitary sewer installation (removal of septic tanks).
- Improvements to the Airport Industrial Park area including street and utility extensions
- Construction of parking facilities to facilitate (allow) for increased use of existing properties for buildings and other revenue generating options (versus provisions for site-specific, off-street parking); may include the construction of parking garages.
- Preserve, rehabilitate and augment existing community and civic structures and facilities, including historical preservation, adaptive reuse of existing structures; identify and preserve culturally significant structures within the CRA which can serve a broader segment of the community.
- Provide transit opportunities and improvements including the potential for a CRA/downtown trolley or circulator.
- Provide incentives for brownfield remediation and site improvements necessary to redevelop properties that are either undeveloped or underdeveloped due to existing site conditions and constraints (i.e., brownfield).
- Expand the CRA/City wayfinding signage program.
- Based on the limited amount of vacant properties available for development within the CRA, redevelopment of existing properties and better utilization of existing facilities will be necessary to achieve the City and CRA's long term buildout of residential and non-residential parcels.

CRA Plan – Goals & Objectives

2. Adopt Smart Growth Strategies for Land Use and Development

- Direct development towards existing infrastructure, adapt and reuse buildings, and engage in urban infill to meet development needs.
- Support infill development by creating flexibility in zoning, parking, and building codes. Zoning that encourages well planned compact mixed-use development can encourage reuse.
- Review and revise, as appropriate, the City's Land Development Regulations to support redevelopment efforts including the use of form based codes as compared to traditional zoning codes.
    - Establish minimum levels of development to complement the City's maximum levels to encourage increased areas of development and minimize low density and/or single use facilities.
    - In lieu of minimum development standards, provide development incentives to encourage additional density, intensity (non-residential), mix of uses (vertical and/or horizontal),
    - provision of public spaces, activated streets and pedestrian zones, or similar standards.
    - Create "neighborhood" development districts with standards similar to those of the Mixed Use District.
- Provide alternative design and development standards including road/right-of-way cross-sections supportive of urban development and redevelopment practices.
- Promote policies that prioritize and direct infrastructure spending and improvements to existing neighborhoods. Identify and fund projects that promote both City and County benefits.
- Work to keep valuable jobs downtown within easy access of residential areas; provide (retain) employment incubator spaces to support small business and personal services.
- Maintain and work to promote basic services in the Business Corridor district (post office, grocery store, bank, pharmacy, etc.).

CRA Plan – Goals & Objectives

3. Provide Value Added Financial Strategies by Incorporating Institutional Practices that Facilitate or Expedite Various Aspects of Development Projects.

- Make information about available development sites readily accessible to the public.
- Assist in helping with land assembly and title clearance in preparation for land development of available sites.
- Allow for the aggregation of specially targeted or multiple owner lots designated as underutilized or undersized to provide incentives for private investor redevelopment.
- Create/expand a business development program to aid, expand, or retain existing businesses and promote new business opportunities. Consider a small business administration loan program to aid small business startups in the community.
- Provide development related assistance through an "Opportunity Site Grant Program".
- Create a US 1 merchants association.

CRA Plan – Goals & Objectives

4. Provide and Improve Recreation Facilities and Public Spaces Through Partnerships and Interlocal Agreements with the Private Sector and Other Governmental Entities to Ensure they are Well Maintained, Accessible, Safe, and Inviting.

- Make special enhancement funds available to re-design and repurpose existing parks and public areas utilizing Crime Prevention through Environmental Design (CPTED).
- Identify and expand the development of neighborhood parks and community gathering spaces. This can include public improvements for parks, playgrounds, structures/facilities, parking areas, boat ramps and related infrastructure.
- Explore the potential re-use of existing County offices in downtown for other public-private use.
- Promote the senior center as an asset in the community through event planning and promotion

CRA Plan – Goals & Objectives

5. Expand the City's Neighborhood Planning Program, Including the Development of Neighborhood and / or Community Master Plans.

- Provide housing/neighborhood improvement programs aimed at assisting to stabilize existing neighborhoods.
- Encourage innovative design which integrates environmentally sound best practices (e.g., green building design, low-impact development, dual water systems, and xeriscape).
- Consider updates and amendments to the Comprehensive Plan and Zoning Code to expand the mixed use zoning area within the proposed US 1
- Community Redevelopment Area.
- Continue to evaluate building heights and other design features for modification, together with other implementation tools, as the CRA matures.
- Assist in the preparation of neighborhood overlay plans and sector plans to promote flexibility in design addressing building height, shared access, and parking facilities.
- Create an overlay district and a land use compatible area adjacent to the airport and FEC.
- Investigate joint marketing and zoning changes to the hotel/motel uses along US 1.

CRA Plan – Goals & Objectives

6. Establish Compatible Industries Adjacent to Commercial and Residential Districts.

- Limit Industrial uses to areas specifically classified as Industrial on the City of New Smyrna Beach's Future Land Use Map targeting the areas adjacent to the New Smyrna Beach Municipal Airport and the Tionia Industrial Park; industrial uses within the Business Corridor district should be prohibited.
- Develop standards of design and type of use which will minimize detrimental effects to the public health, safety, and welfare, and be in harmony with the objectives of this Master Plan.
- Promote and provide incentives for green industries within US 1 CRA.
- Improve commercial and industrial land use compatibility with nearby residential and phase out incompatible uses.
- Provide infrastructure improvements and business support services (infrastructure, wi-fi, etc.) which will assist in attracting and retaining businesses within the targeted industrial and business zones.

CRA Plan – Goals & Objectives

7. Incorporate Housing Revitalization Through Housing Maintenance Programs and Rehabilitation Services.

- Provide the development of housing diversity and affordable housing to residents of low to moderate income, including the elderly.
- Re-establish older neighborhoods through redevelopment and revitalization of the City's housing stock through improvements in safety, infrastructure, and housing partnerships.
- Promote programs and incentive for homeowners to rehabilitate their homes. Such incentives may include low interest loans or information on other funding sources for the repair of single and multi-family homes depending on the applicant's income and monthly budget.
- Coordinate with intergovernmental agencies such as Southeast Volusia County Housing Authority and Habitat for Humanity to assist low-income households with down payment and closing costs assistance.
- Institute incentives for private developers to finance the construction of affordable housing including density bonuses, tax abatement, and the reduction or waiving of building permit fees.
- Preserve and expand residential and non-residential incentives currently in use within the existing CRA. Look for a diversification of programs and projects throughout the entire new CRA.
- Explore a sustainable housing/new housing program to create opportunities within the community including rental assistance and holding rental rates steady.

CRA Plan – Goals & Objectives

8. Encourage community policing innovations designed to decrease crime by reducing opportunities for criminal activity through visible presence of law enforcement in the community, including community mobilization, neighborhood block watch, citizen patrol, bicycle or foot patrol, or intensified motorized patrol.

9. Investigate/implement a Community Benefit Agreement (CBA) program. CBA's are generally programs which aim to provide some form of benefit to residents of an affected community or neighborhood. Typically, these agreements require an additional condition for projects that receive agency funds, such as a requirement that area residents receive priority in construction employment for the project.

CRA Plan – Goals & Objectives

10. Establish a Unique Identity to Promote the Vision of the US 1 CRA Through Branding and Marketing Programs.

- Create a logo, identity package, and website which can be used to identify the new CRA while continuing to utilize promotional/branding material from the existing CRA, such as "The Loop."
- Establish a brand for the new CRA that may be used on literature, banners, gateways, and all types of promotional campaigns.
- Support festivals, exhibits, performances, and other special events designed to attract residents and visitors to the new US 1 CRA.
- Encourage consistent architectural and site design themes to promote a style or quality of new construction that would maintain the desired theme and scale of development in the US 1 CRA.
- Create a business recruitment package that is updated regularly with a listing of available properties, maps, building profiles, and information for current and planned events.
- Create formal joint marketing and business recruitment, expansion, and retention efforts with the Chamber of Commerce and Airport for the US 1 CRA.

Key Elements of the Goals & Objectives

- Gateways and Signage
- Connectivity and Safety for Pedestrians, Bicyclists, and users of Mass Transit
- Streetscape Improvements
- Transit Zones
- Parking and Access Management
- Stormwater Management Systems
- Low Impact Development (LID)
- Utilities
- Infrastructure
- Parks and Cultural Enhancements
- Affordable Housing

Florida Statute 189.0694

These new requirements aim to increase accountability and transparency for special districts by ensuring they have clear objectives and are regularly assessing their performance. The Annual Reporting requirement will provide stakeholders with insights into the effectiveness of special district programs and activities.

HB 7013, which passed on April 26, 2024 makes several important changes to the laws governing special districts, including Community Redevelopment Agencies (CRA's). The bill revises Florida Statute 189.0694 with the following requirements:

- All special districts must establish goals and objectives for each program and activity they undertake by October 1, 2024.
- Special districts are required to create performance measures and standards to determine if their goals and objectives are being achieved.
- An annual report must be published by December 1 of each year, which must include:
  - A description of the goals and objectives achieved
  - The performance measures and standard used to make this determination
  - A list of any goals and objectives that were not achieved

Performance Standards and Measurements – Annual Reporting

By December 1, 2025, and annually thereafter, the Community Redevelopment Agency of the City of New Smyrna Beach will post on the website as required by F.S. 189.0694.

To evaluate the successful achievement of the goals and objectives as outlined in this report, the CRA of the City of New Smyrna Beach will focus on the following performance measures:

1. Track the Taxable Value of the CRA District in comparison to the Base Year.
2. Determine the funds invested in improving public facilities and infrastructure.
3. Evaluate the number of façade grant projects and historical preservation grants completed and when available the economic impact of each (if applicable).
4. Track the investment in stormwater management
5. Track the investment in environmental remediation

Performance Standards and Measurements – Annual Reporting FY – 24 - 25

1. Track the Taxable Value of the CRA District in comparison to the Base Year.
2. Determine the funds invested in improving public facilities and infrastructure.
3. Evaluate the number of façade grant projects and historical preservation grants completed and when available the economic impact of each (if applicable).
4. Track the investment in stormwater management
5. Track the investment in environmental remediation

1. Taxable Value 2015 Base Year $ 190,264,372
   Taxable Value Est. August 2025 $ 584,634,903
   Growth = $ 394,037,909
2. $5,561,296 invested in improving public facilities & infrastructure.
3. (2) façade grant projects and (1) historical preservation grant completed; $315,100 investment; economic impact of $3,229,346 for one of the façade grants (ACE Hardware).
4. $193,252 investment in stormwater management
5. $500,000 investment in environmental remediation

CRA Budget FY 24 – 25 Revised

		Revised Budget Fiscal Year October 1, 2024 - September 30, 2025	
		Time: 2015 -2035	Board: City Commission
		2002 Acres	Registered Agent: Samantha Bergeron, CRA / Economic Development Director
			URL: https://www.cityofnsb.com/1286/Community-Redevelopment
	Current Year Taxable Value $ 535,253,8583		
	Less Base Year Tax Value $ 190,264,372		
	Equals Increment Value $ 344,989,486		

GL Line Code	**Revenues:**		
	Description	**Amount**	**Notes:**
12530000.319101	County TIF (Millage 3.2007) 95% of 95%	$991,467	including adjustment of $847.44 overpayment for 2023)
12530000.319102	City TIF (Millage 4.637) X 95%	$1,511,982	
12530000.361101	Interest Earnings	$100,000	
12530000.361103	Interest on Investments	$11,000	
12530000.389101	Appropriated Fund Equity	$5,998,125	(aka Balance Forward)
	Total Revenues	**$8,612,574**	

CRA Budget FY 24 – 25 Revised

	Expenses:		
	Re-Development Assistance & Incentives		
NOTES	Description	Amount	Comprehensive Plan Goals, Objectives and Policies
12555201.583006.XXXX	Large Small Scale Commercial Façade / Property Improvement Grant Program	$600,000	Program will assist eligible businesses / commercial property owners located within the CRA District with exterior commercial facade improvements (up to $100,000 per applicant). (Approximately 10 Projects) (CRA Plan pages 20, 21 & 77 Goal 4 Commercial / Industrial Development)
12555201.583006.XXXX	Small Scale Commercial Façade / Property Improvement Grant Program	$200,000	Program will assist eligible businesses / commercial property owners located in the CRA District with exterior commercial facade improvements (up to $20,000 per applicant). (Approximately 10 projects) (CRA Plan pages 20, 21 & 77 Goal 4 Commercial / Industrial Development)
12555201.583006.XXXX	Adaptive Reuse Opportunity Grant Program	$1,000,000	Program will assist business / commercial property owners located CRA District with Adaptive Reuse Based Commercial Façade / Property Improvements. Awards up to $250,000 per eligible applicant. (Approximately 4 projects) (CRA Plan page 20)
12555201.583006.XXXX	Historic Home Preservation Grant Program	$200,000	Program will assist owner-occupied homeowners with exterior improvements to their single-family historic home in the CRA's Historic Districts. Home must be included on the Historic Registry. Awards up to $50,000 per eligible applicant. (CRA Plan pages 21, 35 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
12555201.583006.XXXX	Historic Preservation Commercial & Not-for-Profit Grant Program	$100,000	Funds will assist non-profits within CRA District with commercial façade / property improvements. Awards up to $50,000 per eligible applicant. (Approximately 2 projects) (CRA Plan page 19)
	Subtotal Development Assistance & Incentives	$2,100,000	

CRA Budget FY 24 – 25 Revised

	Expenses - Other Grants and Aids		
12555202.583006.XXXX	NSB Housing Grant Phase 2	$460,000	Funding will assist Housing Authority with a Florida Housing Finance Corporation 9% low income housing tax credit program application for Phase 2 of Greenlawn Manor (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
12555202.583006.XXXX	Live Oak Housing Demolition or Infrastructure Development Assistance Funding	$150,000	Funds will be used to assist with the demolition or infrastructure costs associated with redeveloping 40 units of lost public housing in the Historic Westside Neighborhood (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
	Subtotal Other Grants and Aids	$610,000	

CRA Budget FY 24 – 25 Revised

Capital Project #	Expenses - Capital Projects		
12555203.563203.XXXX	NSB Airport infrastructure & Beautification Project	$1,000,000	Funds will be used for infrastructure (high speed internet to tower) (sewer line), new signage, landscaping and additional infrastructure as needed to improve public infrastructure at the Airport (CRA Plan pages 19,78,79, 81, 82)
12555203.563203.XXXX	Pettis Park Improvement Project	$100,000	Funds will be utilized for lighting improvements to Pettis Park (CRA Plan pages 20, 23, 35 and 82 Recreation and Open Space)
12555203.563203.XXXX	Public Infrastructure Improvement Project	$800,000	Funds will be utilized to assist with external government grants to improve public infrastructure within the CRA District and Airport (CRA Plan page 19 and 82 Sanitary Sewer, Potable Water, Solid Waste, Drainage, and Natural Groundwater Aquifer Recharge Element)
12555203.563203.XXXX	LED Light Conversion Sports Complex	$2,300,000	Funding will provide for a conversion to LED lights for the existing halogen light fixtures, creating safer, and more cost efficient sports fields. (Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.XXXX	Community Development Block Grant	$50,000	Funding will assist in the completion of eligible and approved CDBG projects that have an average allocation from HUD (Through Volusia County) of $100,000. If a CDBG project exceeds the County's allocation, CRA funding would assist with covering the additional cost. (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods)
12555203.531099.XXXX	Environmental Remediation of 1292 Turnbull Bay Road	$139,000	Funding will assist in the completion of Brownfield remediation and clean up of this site. (Page 37and 46 environmental quality, community services and facilities, Meets qualifying conditions of government owned properties with adverse environmental conditions)
12555203.549099.XXXX	Stormwater Management - Dredge Stormwater System between Tenth Street and US1 behind McDonald's	$25,000	Funding will enhance the stormwater management of the area and remove sediment thus allowing for better stormwater drainage (Page 19, 25 - 26)
12555203.549099.XXXX	Stormwater Management - Dredge Between Turnbull Bay Bridge and Railroad trussell	$168,252	Funding will enhance the stormwater management of the area and remove sediment thus allowing for better stormwater drainage (Page 19, 25 - 26)
12555203.563203.XXXX	Rocco Park LED Retrofit	$80,000	Funding will provide for a conversion to LED lights for the existing halogen light fixtures, creating safer, and more cost efficient parking lot. (Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.XXXX	Skate Park Lighting	$240,322	(Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.XXXX	New Playground @ Sports Complex	$500,000	(Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.531099.XXXX	Smith Street Remediation and Redevelopment for a Parking Lot	$500,000	Funding will assist in the completion of Brownfield remediation and clean up of this site formerly owned and operation by the Utilities Commission. Redevelop this site for a parking lot(Page 37and 46 environmental quality, community services and facilities, Meets qualifying conditions of government owned properties with adverse environmental conditions. page 19, 24)
	Subtotal Capital Projects	$5,902,574	
	Total Expenses	**$8,612,574**	

Governing Board



Governing Board Members 24 – 25 (left to right) Vallie Perrine, Lisa Martin, Fred Cleveland (Chair), Jason McGuirk and Brian Ashley

The Community Redevelopment Agency consists of five members; the City Commissioners.

Contact: Samantha Bergeron,
CRA / Economic Development Director
City of New Smyrna Beach
210 Sams Avenue, New Smyrna Beach, FL 32168
Phone: 386-424-2160
E-mail: sbergeron@cityofnsb.com
URL: https://www.cityofnsb.com/1286/Community-Redevelopment