City Commission Regular Meeting
Tuesday, November 17, 2026 at 5:30 PM

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

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Presentation: Fiscal Year 2026 Homeless and Disadvantaged Grant Program Outcomes and Success Stories

5. CITY MANAGER'S REPORT

5.A City Manager's Report

6. PUBLIC PARTICIPATION

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

7. CONSENT AGENDA

7.A Resolution No. 40-26: Consider the adoption of Resolution No. 40-26, which, if adopted, would amend the FY2025-26 budget.

7.B Consider the approval of the Southeast Volusia Chamber of Commerce Memorandum of Understanding to pursue an ECHO Grant in 2028.

7.C Consider the approval of the FY 27 Community Aid Grant Awards for five (5) local non-profit organizations.

7.D Consider the approval of a contract renewal for Street Sweeping and Cleaning Services.

7.E Consider the approval for the Semler Quote for the Fuel Farm Project - ITB 29-24-Air Fuel Farm Rehabilitation to include the additional equipment necessary and a new Purchase Order.

7.F Special Event: Consider the approval of a continuous special event, a weekly Movie Night at Tiki Cove restaurant to start Saturday, November 28, 2026, at 6:30pm-8:30pm.

7.G Special Event: Consider the approval of a continuous special event, a weekly Vendors Market at Tiki Cove restaurant to start Saturday, November 21, 2026, from 8:00am-2:00pm.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the approval of a Proportionate Fair Share Agreement (PFSA) for the Off-Site Roadway Improvements Required to Mitigate Traffic Impacts Associated with the South Village Development, Located South of State Road 44 and West of Interstate 95, in the Total Amount of $7,304,685.17.

9. QUASI-JUDICIAL HEARINGS

10. PUBLIC HEARINGS

10.A Ordinance No. 36-26: Conduct a Second Reading and Public Hearing, which,

if adopted, would amend Code of Ordinances, Chapter 26, Building and Building Regulations, Section 26, Article III, Permits and Inspections

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 66-26: Conduct a First Reading of an ordinance, which, if adopted, upon Second Reading and Public Hearing, would annex approximately 2.59 + acres of city owned land located at 835 Bay Drive.

11.B Ordinance No. 67-26: Conduct a First Reading of an ordinance, which, if adopted, upon Second Reading and Public Hearing, would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use from Volusia County category of Rural and Environmental Systems Corridor to city Future Land Use of category of Conservation on approximately 2.59 + acres of city owned land located at 835 Bay Drive as part of an overall annexation application.

11.C Ordinance No. 68-26: Conduct a First Reading of an ordinance, which, if adopted, upon Second Reading and Public Hearing, would rezoning approximately 2.59 + acres of land to Conservation for a city owned parcel located at 835 Bay Drive as part of an overall annexation application.

12. BOARDS AND COMMISSIONS

13. MAYOR AND COMMISSIONER COMMENTS

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

16. ADJOURNMENT

Pursuant to Florida Statutes 286.0105, if an individual decides to appeal any decision made by the board, agency or commission of the City of New Smyrna Beach with respect to any matter considered at this meeting, a record of the

proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Such person must provide a method for recording the proceedings.

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

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

PRESENTATION: FISCAL YEAR 2026 HOMELESS AND DISADVANTAGED GRANT PROGRAM OUTCOMES AND SUCCESS STORIES

November 17, 2026

Background:

In FY 2016-2017, the City Commission approved a pilot initiative to support new or expanded services for homeless and disadvantaged individuals and families in New Smyrna Beach, Edgewater, and Oak Hill. The program allocates City funds to eligible. 501(c)(3) and nonprofit organizations through a competitive grant application process, subject to Commission approval. This is a direct funding program—not a reimbursement grant.

In FY 2026, five (5) grants of $10,000 each were awarded to the following organizations:
Under the Stars Mission
New Smyrna Beach Housing Authority
Early Learning Coalition of Flagler and Volusia
First Presbyterian Church
The Oopsie Project

Findings:

The presentation shares the success stories of the FY26 grant period, December 2025 - September 2026.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Jesse Kobe

Attachments:

FY 26 Homeless & Disadvantaged Grant Presentation.pptx

FY 2026 Homeless & Disadvantaged Grant Success Stories

Early Learning Coalition of Flager & Volusia

- Supported 13,154 days of childcare for 118 children from 82 low-income working families.
- Funds for care were distributed among 27 licensed and registered childcare providers in Volusia County.
- Every child served lived within the City of New Smyrna Beach.





Under the Stars Mission

- Served approximately 7,800 people for anyone in need of food.
- Partnered with Second Harvest to supply 12 pallets of frozen food once a month.

Good for Girls Initiative – The Oopsie Project

- Delivered 6,409 oopsie bags (filled with hygiene related products and supplies)
- Delivered a total of 8,412 deodorants to local elementary schools for the Always Changing Program initiative.



Housing Authority of NSB

- Served 802 individuals by providing meal bags (lunch & dinner) for seniors and snack bags for homeless individuals.
- Provided warm clothing in the cold months for the homeless.

First Presbyterian Church of NSB

- Served 30 to 40 individuals each week through direct outreach to known homeless areas by providing food, clothing, sleeping gear, hygiene products, and basic medical supplies.
- Provided rapid-response outreach at the request of the NSB Police Department to connect individuals with essential services and supplies.



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

CITY MANAGER'S REPORT

November 17, 2026

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 11-17-26 with KC Edits and Attachments.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Kevin Cowper, City Manager

Re: **City Manager's Report – November 17, 2026**

Date: November 11, 2026

- Effective October 1, New Smyrna Beach transitioned from Waste Pro to FCC Environmental Services for solid waste collection services. Information about solid waste services can be found here: Solid Waste Services | New Smyrna Beach, FL - Official Website. Public Works staff are continuing to develop plans for more effective recycling opportunities including a manned recycling drop-off center on the former transfer station property on Industrial Park Avenue.
- Attended the Volusia County Elected Official Roundtable on November 9 and heard presentations regarding data centers, license plate readers and heard updates about the Volusia County legal ads website and state legislation.
- Attended a special Team Volusia EDC Executive Committee meeting on November 9 to discuss a new fundraising initiative.
- Met with representatives of the Ocean Gate Planned Unit Development (PUD) again on November 10 to review their proposed PUD amendment. The Ocean Gate PUD, located on 181 acres at the Southwest quadrant of SR 44 and I-95, was originally approved in 2013 and was previously amended in 2017 and 2021. The property owner, Legacy Acquisitions Group LLC, is requesting a 3rd amendment to the PUD which is scheduled for first reading on December 8 and second reading and public hearing on January 12, 2027.
- At a Special City Commission meeting on November 10 prior to the regular City Commission meeting, the elected Mayor and City Commissioners took their respective Oaths of Office. The City Charter provides that the terms of office for the Mayor and City Commissioners commence on the first Tuesday

following certification of the General Election, upon each elected official taking and subscribing to the required Oath of Office.

- Attended the Annual City of New Smyrna Beach Veterans Day Celebration on November 11 at the Brannon Center. Family, friends, and neighbors came together to honor the brave men and women who have served our country and recognize the service and sacrifices of our Veterans.
- Attended the Southeast Volusia Chamber of Commerce Annual Meeting and Awards Ceremony on November 12.
- Attended the Team Volusia EDC Board Meeting on November 13 at Embry-Riddle Aeronautical University.
- The Flamingo Follies is an annual open-air arts and crafts festival sponsored by the City of New Smyrna Beach Leisure Services Department in cooperation with the Flagler Avenue Business Association. The show, held on Flagler Avenue, will be open on Saturday, November 14 from 9:00 am – 5:00 pm and Sunday, November 15 from 9:00 am - 4:00 pm. More than 120 artists and crafters will showcase their wares, along with food vendors and live entertainment.
- Will meet with the Executive Director of the SEV Chamber of Commerce on November 17 to receive monthly update on Chamber activities.
- Join us shaping the future of New Smyrna Beach's North Causeway and 3rd Avenue corridors during two community workshops from 5:30-7:30 p.m. Monday, Nov. 16 and Wednesday, Nov. 18 in the Brannon Center at 105 S. Riverside Dr. The first workshop will introduce the project and explore its vision; the second will gather feedback on initial concepts, sketches, and themes.
- The New Smyrna Beach Annual Christmas Parade is scheduled for Saturday, December 5 beginning at 3:00pm. The parade will commence from the beachside on Atlantic Avenue, proceeding westbound on Flagler Avenue crossing the North Causeway turning southbound on Riverside Drive then turning onto westbound Canal Street before ending at Orange Street around 6:00pm.
- Please be aware of the City Commission meeting schedule during the holiday season. There will be only one regular meeting in December, scheduled for December 8.

- Starting January 1, 2027, New Smyrna Beach residents will use a single ParkVolusia resident permit for participating City and County off-beach parking locations and boat ramps. Register for your permit online or schedule an in-person appointment now at https://www.parkvolusia.org. See attached flyer for additional information.
- A New Smyrna Golf Club customer experience survey is available is available online at New Smyrna Golf Club Survey.
- As a reminder, the Strategic Plan is available on the City's website at Strategic Plan | New Smyrna Beach, FL - Official Website. The plan includes nine strategic priority themes organized in three functional areas related to: Government, Residents and Business. Readers can review the nine priority themes and the tremendous progress that has been made toward implementing multiple action items.
- As a reminder, financial information is available on the City's website at Finance Department | New Smyrna Beach, FL - Official Website. Monthly financial information is also provided as part of the City Manager's Monthly Report (see below and attached).
- As a reminder, the semi-monthly utilities bill electronic newsletter inserts covering current events and City Commission meetings can be found on the City's website at Utilities Bill Newsletter | New Smyrna Beach, FL - Official Website.
- Please find attached the October Financial Report.
- Please find attached the October Permit Issuance Report.
- Please find attached the October Digital Media Report.
- Please find attached the October NSBU Monthly Capacity Metrics Report.
- Should you have any questions or need additional information or clarification on any of the teams presented in this report, please let me know.

City of New Smyrna Beach

FINANCIAL REPORT FOR MONTH ENDED

OCTOBER 31, 2026

FINANCIAL REPORT AS OF OCTOBER 31, 2026

Revenues and Expenses:

- Budget vs. Actuals - Budget figures represent a full 12-month period, while actuals reflect performance from October 1, 2026, through October 31, 2026 (1 month).
- Percent Recognized - This column adjusts for elapsed time to show how much of the annual budget has been recognized, enabling meaningful comparisons. This is synonymous with progress-to-date.
- Revenue Timing - Some revenues are received 1–2 months in arrears, which may cause budget comparisons to appear delayed or behind schedule—even though they are on track.
- Capital Expenses/Grant Revenue Timing - Capital project timelines vary, and grant reimbursements are typically received after expenditures are incurred, making straight-line comparisons to the budget difficult.
- 8% of the year and 8% of the pay periods have been completed as of October 31, 2026.
- In general, actual operating revenues and expenses are tracking near the expected 8% level, indicating overall alignment with budget projections for this point in the fiscal year.

FINANCIAL REPORT AS OF OCTOBER 31, 2026

Cash:.

- Cash balances are expected to increase during November and December as property tax collections accelerate, before gradually declining as expenditures continue and collections taper off.

Debt:

- During October, the City completed the refinancing of the Series 2024 Capital Improvement Revenue Note, borrowing $11,177,000 at a fixed tax-exempt interest rate of 4.74% for a 20-year term. The refinancing replaced the City's variable-rate, interest-only line of credit with long-term fixed-rate debt, providing greater budget certainty and eliminating the April 2027 balloon maturity.
- Total new debt issued during October was $15,061,000, consisting of the $11,177,000 refinancing described above and $3,884,000 in new borrowing for the Washington Street project, Fire Station expansion, and Police Station storage and parking improvements.
- Principal reductions totaled $12,075,901, including $11,125,901 to pay off the line of credit as part of the refinancing and $950,000 in regularly scheduled principal payments. After accounting for the new borrowing and principal reductions, total outstanding debt was $31,723,210 as of October 31, 2026.

GENERAL FUND

GENERAL FUND

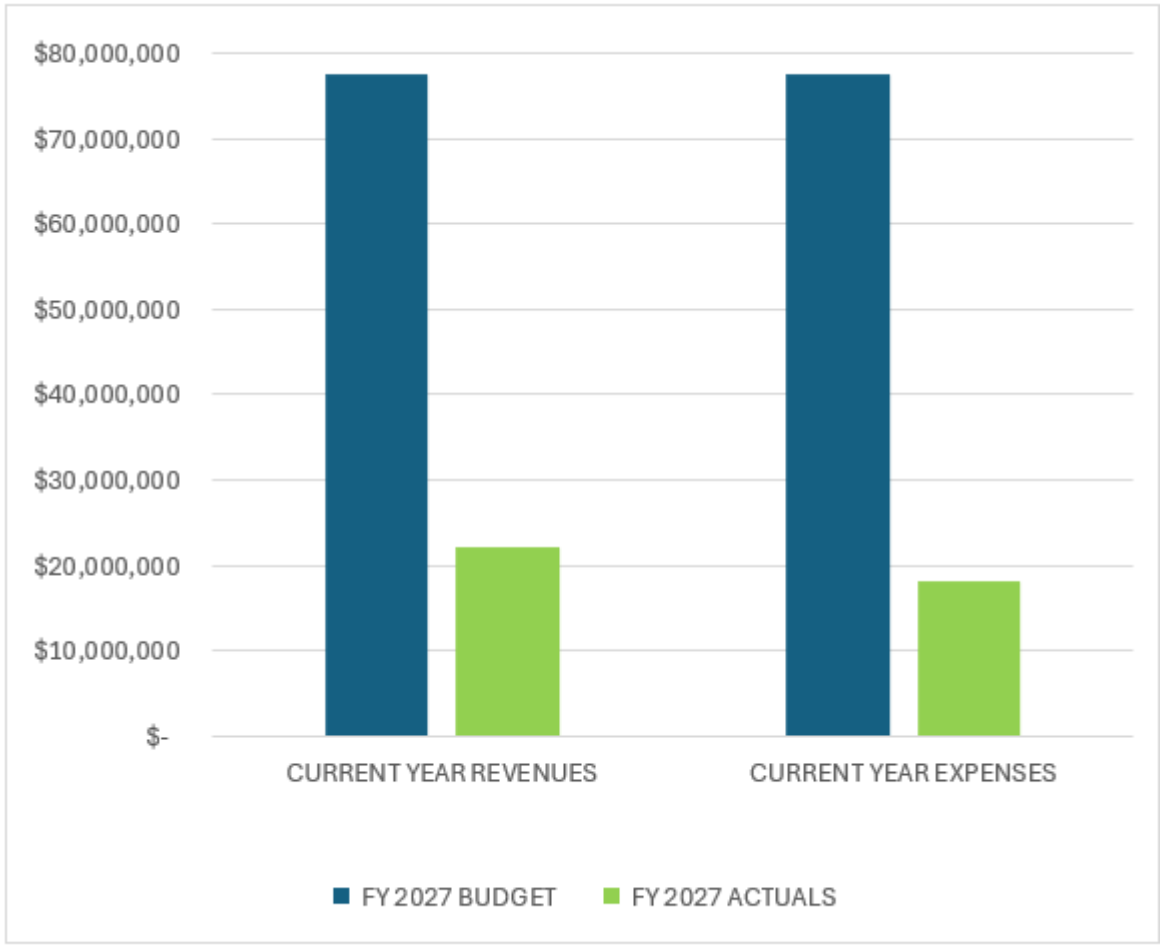
This is the primary operating fund of the City and is used to account for financial resources and activities not required to be reported in another fund. It is the most flexible and unrestricted fund and supports a broad range of government functions.

AS OF OCTOBER 31, 2026

	FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE 10/01/26	$ 21,200,000	$ 21,200,000	$ -	100%
REVENUES	$ 56,379,084	$ 983,607	$ (55,395,477)	2%
EXPENSES	$ (60,669,611)	$ (4,141,221)	$ 56,528,390	7%
NET SURPLUS (DEFICIT)	**$ (4,290,527)**	**$ (3,157,614)**	**$ 1,132,913**	**74%**
REQUIRED RESERVES	$ (13,914,407)	$ (13,914,407)	$ -	100%
UNASSIGNED FUND EQUITY	$ (2,995,066)	$ -	$ 2,995,066	0%
	$ (16,909,473)	**$ (13,914,407)**	**$ 2,995,066**	**82%**
				-
ENDING FUND BALANCE 10/31/26	**$ -**	**$ 4,127,979**	**$ 4,127,979**	**-**

GENERAL FUND

Revenues and Expenses – Budget to Actual as of October 31, 2026



GENERAL FUND

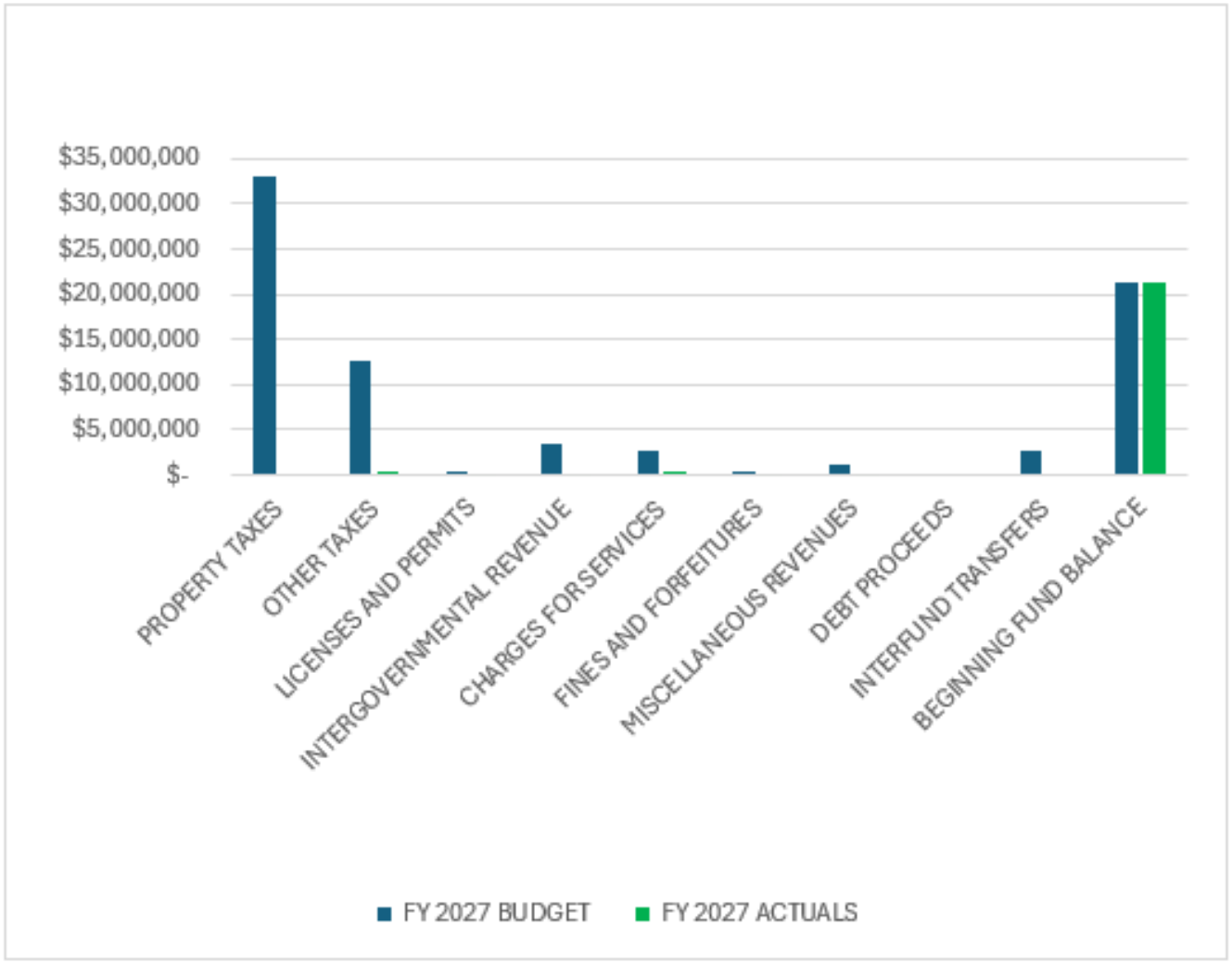
Revenues by Type

AS OF OCTOBER 31, 2026

	FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
PROPERTY TAXES	$ 32,949,531	$ -	$ (32,949,531)	0%
OTHER TAXES	$ 12,614,711	$ 502,250	$ (12,112,462)	4%
LICENSES AND PERMITS	$ 387,162	$ 29,964	$ (357,198)	8%
INTERGOVERNMENTAL REVENUE	$ 3,561,497	$ 110,603	$ (3,450,894)	3%
CHARGES FOR SERVICES	$ 2,622,047	$ 308,115	$ (2,313,932)	12%
FINES AND FORFEITURES	$ 414,228	$ 23,247	$ (390,981)	6%
MISCELLANEOUS REVENUES	$ 1,082,203	$ 9,428	$ (1,072,775)	1%
DEBT PROCEEDS	$ -	$ -	$ -	-
INTERFUND TRANSFERS	$ 2,747,705	$ -	$ (2,747,705)	0%
BEGINNING FUND BALANCE	$ 21,200,000	$ 21,200,000	$ -	100%
TOTAL REVENUES	**$ 77,579,084**	**$ 22,183,607**	**$ (55,395,477)**	**29%**

GENERAL FUND

Revenues by Type – Budget to Actual as of October 31, 2026



GENERAL FUND

Expenses by Function

AS OF OCTOBER 31, 2026

	FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
CITY COMMISSION	$ (403,486)	$ (27,972)	$ 375,514	7%
CITY MANAGER	$ (1,682,578)	$ (161,338)	$ 1,521,240	10%
CITY CLERK	$ (758,994)	$ (86,474)	$ 672,520	11%
FINANCE	$ (1,664,682)	$ (137,872)	$ 1,526,810	8%
INFORMATION TECHNOLOGY	$ (2,153,433)	$ (379,777)	$ 1,773,656	18%
HUMAN RESOURCES	$ (901,765)	$ (66,490)	$ 835,275	7%
CITY ATTORNEY	$ (901,286)	$ (61,736)	$ 839,550	7%
PLANNING & ENGINEERING	$ (1,866,886)	$ (128,289)	$ 1,738,597	7%
PUBLIC WORKS ADMINISTRATION	$ (882,238)	$ (45,984)	$ 836,254	5%
FACILITY MAINTENANCE	$ (920,901)	$ (46,901)	$ 874,000	5%
GENERAL GOVERNMENT	**$ (12,136,249)**	**$ (1,142,833)**	**$ 10,993,416**	**9%**

GENERAL FUND

Expenses by Function (continued)

AS OF OCTOBER 31, 2026

	FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
POLICE	$ (15,383,516)	$ (1,018,867)	$ 14,364,649	7%
FIRE	$ (100,000)	$ (724,910)	$ (624,910)	725%
FIRE TRANSPORT	$ (1,803,915)	$ (113,029)	$ 1,690,886	6%
CODE ENFORCEMENT	$ (804,971)	$ (8,228)	$ 796,744	1%
EMERGENCY MANAGEMENT OP	$ (50,150)	$ (3,616)	$ 46,534	7%
PUBLIC SAFETY	**$ (18,142,552)**	**$ (1,868,649)**	**$ 16,273,903**	**10%**
RECREATION	$ (2,696,508)	$ (151,958)	$ 2,544,550	6%
PARKS	$ (2,831,964)	$ (200,582)	$ 2,631,382	7%
SPORTS COMPLEX	$ (2,369,328)	$ (136,469)	$ 2,232,859	6%
LEISURE SERVICES	**$ (7,897,800)**	**$ (489,009)**	**$ 7,408,791**	**6%**

GENERAL FUND

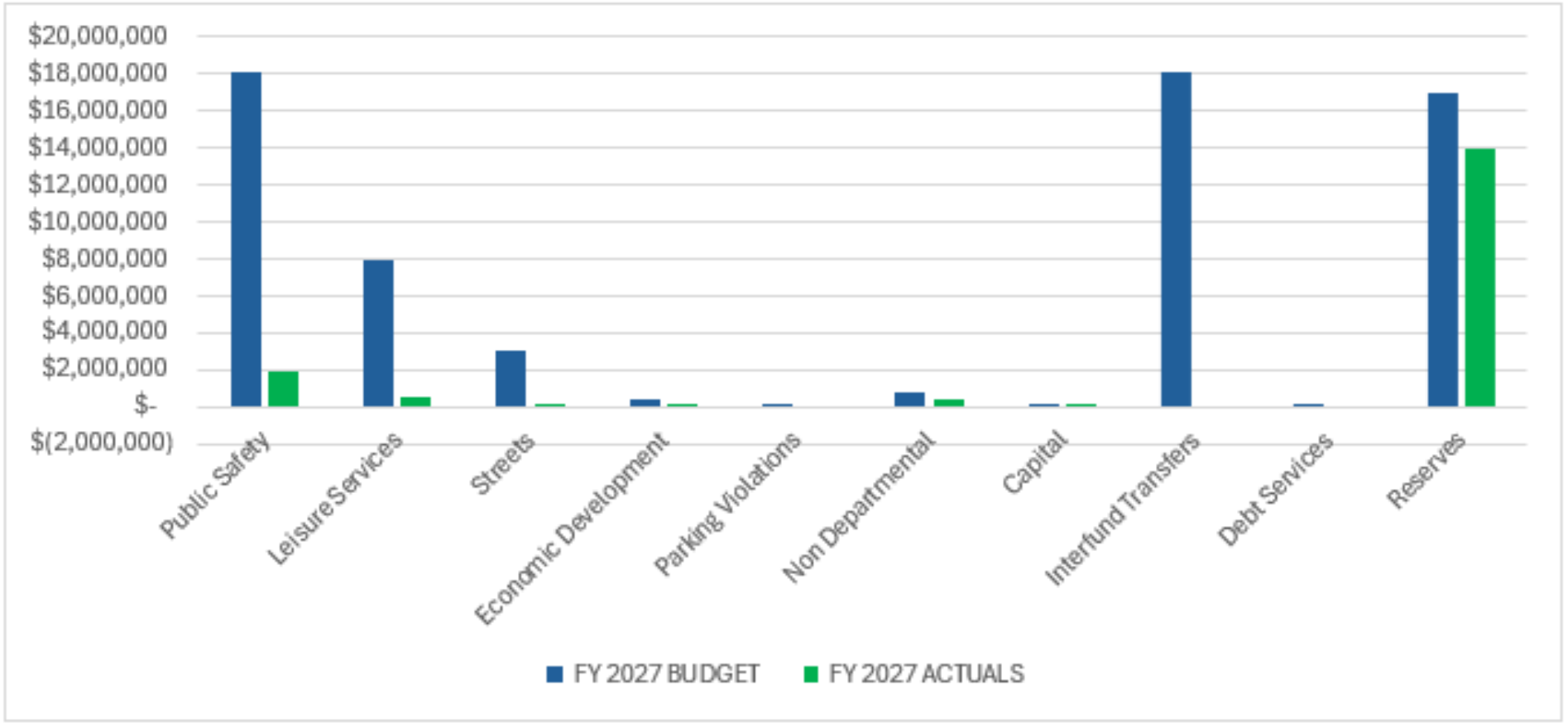
Expenses by Function (continued)

AS OF OCTOBER 31, 2026

	FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
STREETS	$ (3,020,829)	$ (125,245)	$ 2,895,584	4%
ECONOMIC DEVELOPMENT	$ (422,715)	$ (47,051)	$ 375,664	11%
PARKING VIOLATIONS	$ (58,000)	$ 858	$ 58,858	-1%
NON DEPARTMENTAL	$ (783,886)	$ (455,606)	$ 328,280	58%
CAPITAL	$ (50,000)	$ (13,686)	$ 36,314	27%
INTERFUND TRANSFER	$ (18,096,213)	$ -	$ 18,096,213	0%
DEBT SERVICES	$ (61,367)	$ -	$ 61,367	0%
OTHER EXPENSES	**$ (22,493,010)**	**$ (640,730)**	**$ 21,852,280**	**3%**
REQUIRED RESERVES	$ (13,914,407)	$ (13,914,407)	$ -	100%
UNASSIGNED FUND EQUITY	$ (2,995,066)	$ -	$ 2,995,066	0%
RESERVES	**$ (16,909,473)**	**$ (13,914,407)**	**$ 2,995,066**	**82%**
TOTAL EXPENSES	**$ (77,579,084)**	**$ (18,055,628)**	**$ 59,523,456**	**23%**

GENERAL FUND

Expenses by Function – Budget to Actual as of October 31, 2026



GENERAL FUND

SUB FUNDS

BRANNON CENTER FUND

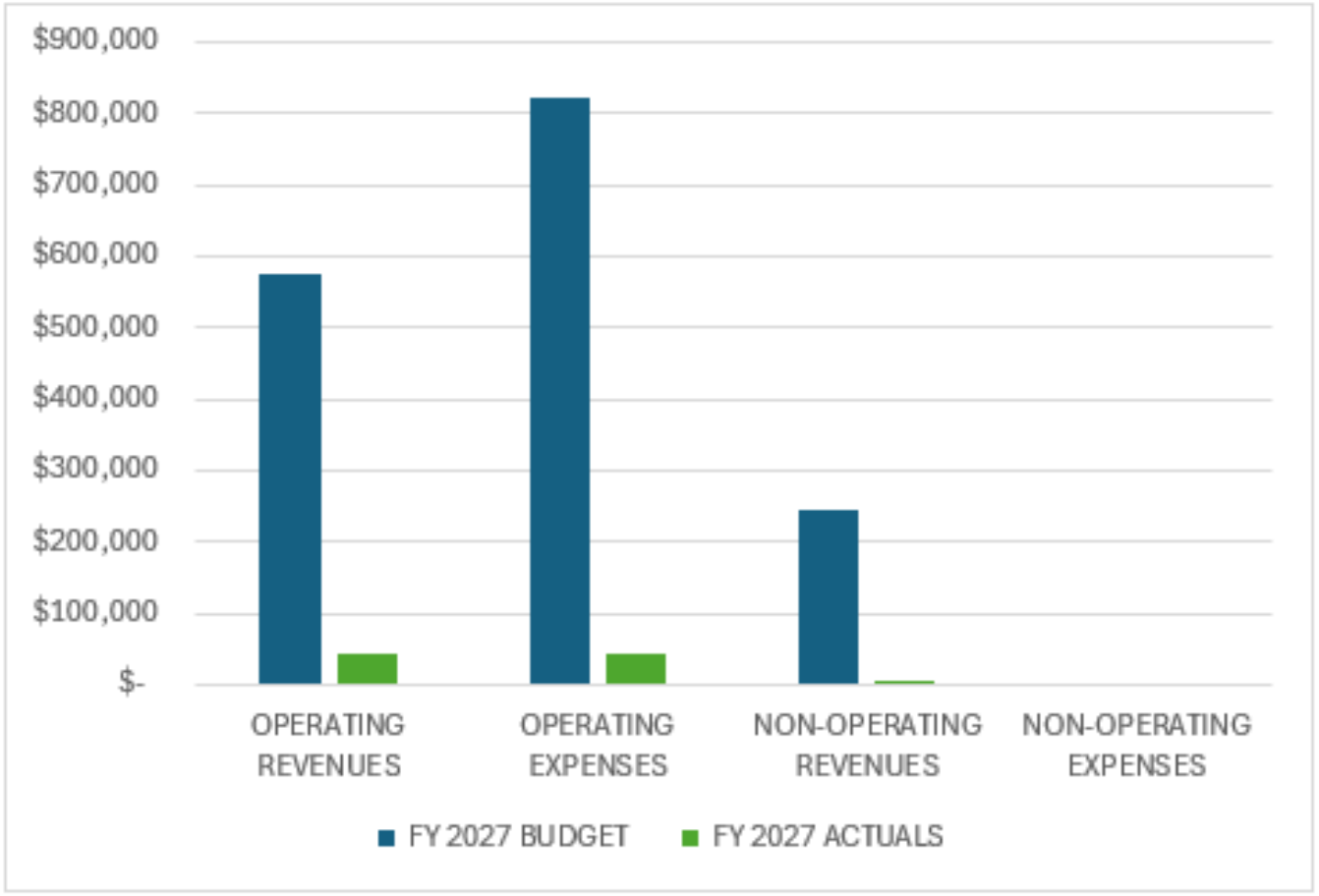
This fund accounts for the revenues and expenses associated with the operation and maintenance of the Brannon Center.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ -	$ -	$ -	0%
OPERATING REVENUES		$ 575,200	$ 43,548	$ (531,652)	8%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (383,249)	$ (28,698)	$ 354,551	7%
OPERATING EXPENSES		$ (436,985)	$ (14,559)	$ 422,426	3%
OPERATING SURPLUS (DEFICIT)		**$ (245,034)**	**$ 290**	**$ 245,324**	**0%**
MISCELLANEOUS REVENUES		$ 245,034	$ 2	$ (245,032)	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ 245,034**	**$ 2**	**$ (245,032)**	**0%**
NET SURPLUS (DEFICIT)		**$ -**	**$ 292**	**$ 292**	**0%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 292**	**$ 292**	**0%**

BRANNON CENTER FUND

Revenues and Expenses – Budget to Actual as of October 31, 2026



GOLF COURSE FUND

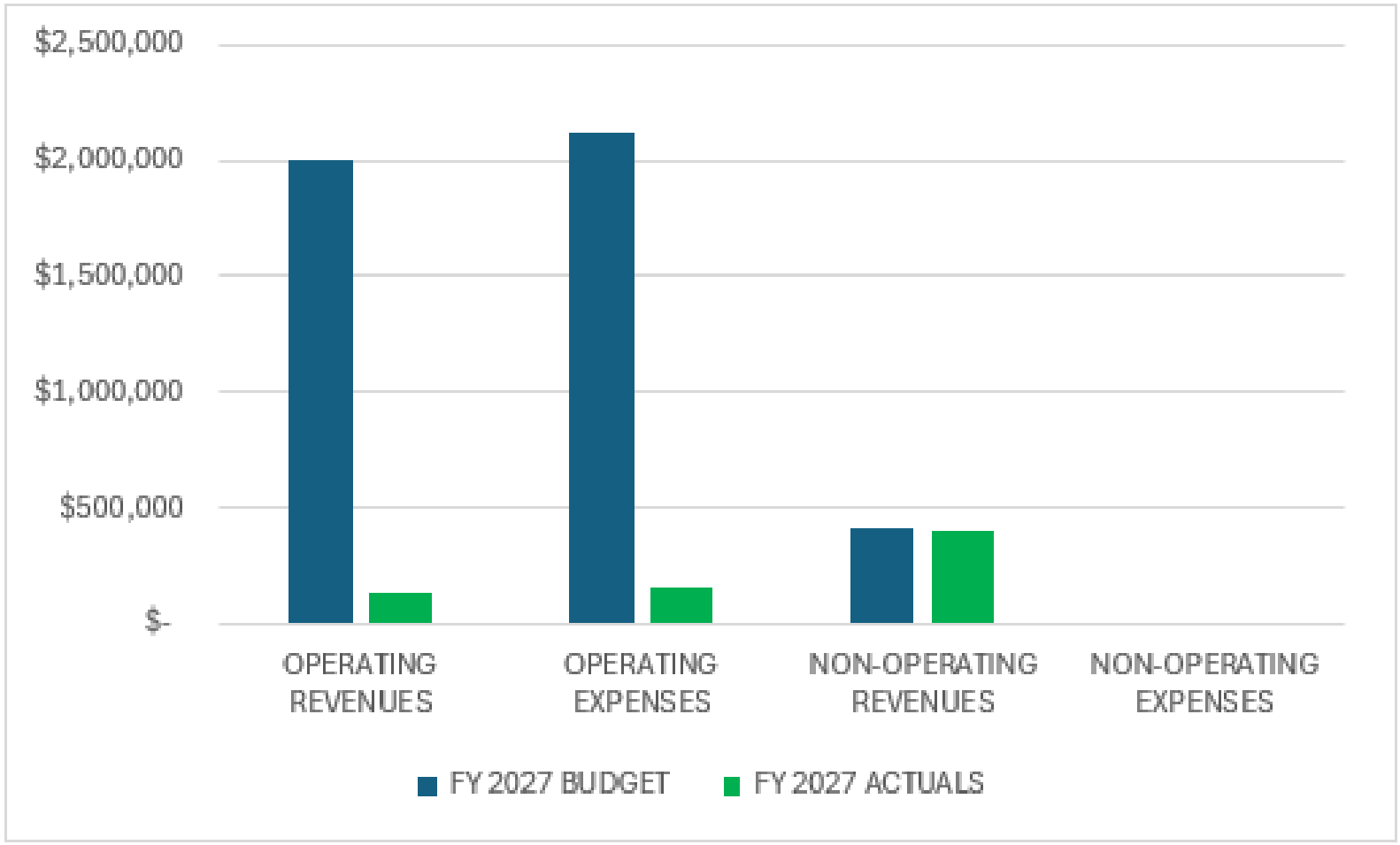
This fund accounts for the revenues and expenses associated with the operation and maintenance of the golf course.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 399,000	$ 399,000	$ -	100%
OPERATING REVENUES		$ 2,003,617	$ 128,081	$ (1,875,536)	6%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (1,251,657)	$ (91,771)	$ 1,159,886	7%
OPERATING EXPENSES		$ (861,308)	$ (60,767)	$ 800,541	7%
OPERATING SURPLUS (DEFICIT)		**$ (109,348)**	**$ (24,457)**	**$ 84,891**	**22%**
MISCELLANEOUS REVENUES		$ 15,000	$ -	$ (15,000)	0%
INTERFUND TRANSFER OUT		$ (304,652)	$ -	$ 304,652	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ (289,652)**	**$ -**	**$ 289,652**	**0%**
NET SURPLUS (DEFICIT)		**$ (399,000)**	**$ (24,457)**	**$ 374,543**	**6%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 374,543**	**$ 374,543**	**0%**

GOLF COURSE FUND

Revenues and Expenses – Budget to Actual as of October 31, 2026



OTHER OPERATING FUNDS

MARINA FUND

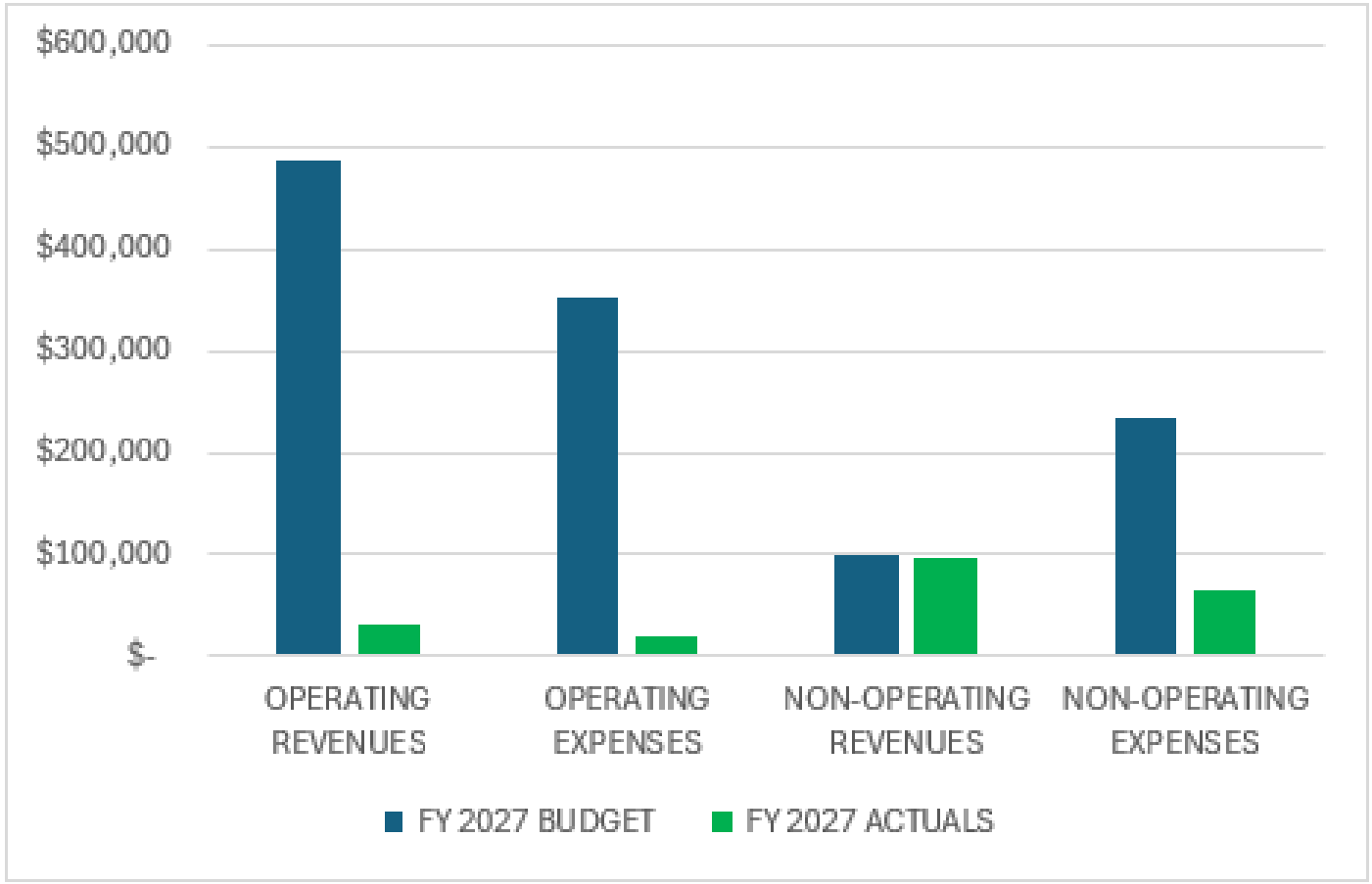
This fund accounts for marina-generated revenues which are restricted for marina-related purposes. It ensures marina resources benefit the marina and its users.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 95,522	$ 95,522	$ -	100%
OPERATING REVENUES		$ 485,730	$ 31,891	$ (453,839)	7%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (215,114)	$ (11,663)	$ 203,451	5%
OPERATING EXPENSES		$ (135,905)	$ (8,009)	$ 127,896	6%
OPERATING SURPLUS (DEFICIT)		**$ 134,711**	**$ 12,219**	**$ (122,492)**	**9%**
MISCELLANEOUS REVENUES		$ 4,020	$ 469	$ (3,551)	12%
INTERFUND TRANSFER OUT		$ (87,853)	$ -	$ 87,853	0%
REQUIRED RESERVES		$ (65,830)	$ (65,830)	$ -	100%
UNASSIGNED FUND EQUITY		$ (80,570)	$ -	$ 80,570	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ (230,233)**	**$ (65,361)**	**$ 164,872**	**28%**
NET SURPLUS (DEFICIT)		**$ (95,522)**	**$ (53,142)**	**$ 42,380**	**56%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 42,380**	**$ 42,380**	**-**

MARINA FUND

Revenues and Expenses – Budget to Actual as of October 31, 2026



STORMWATER FUND

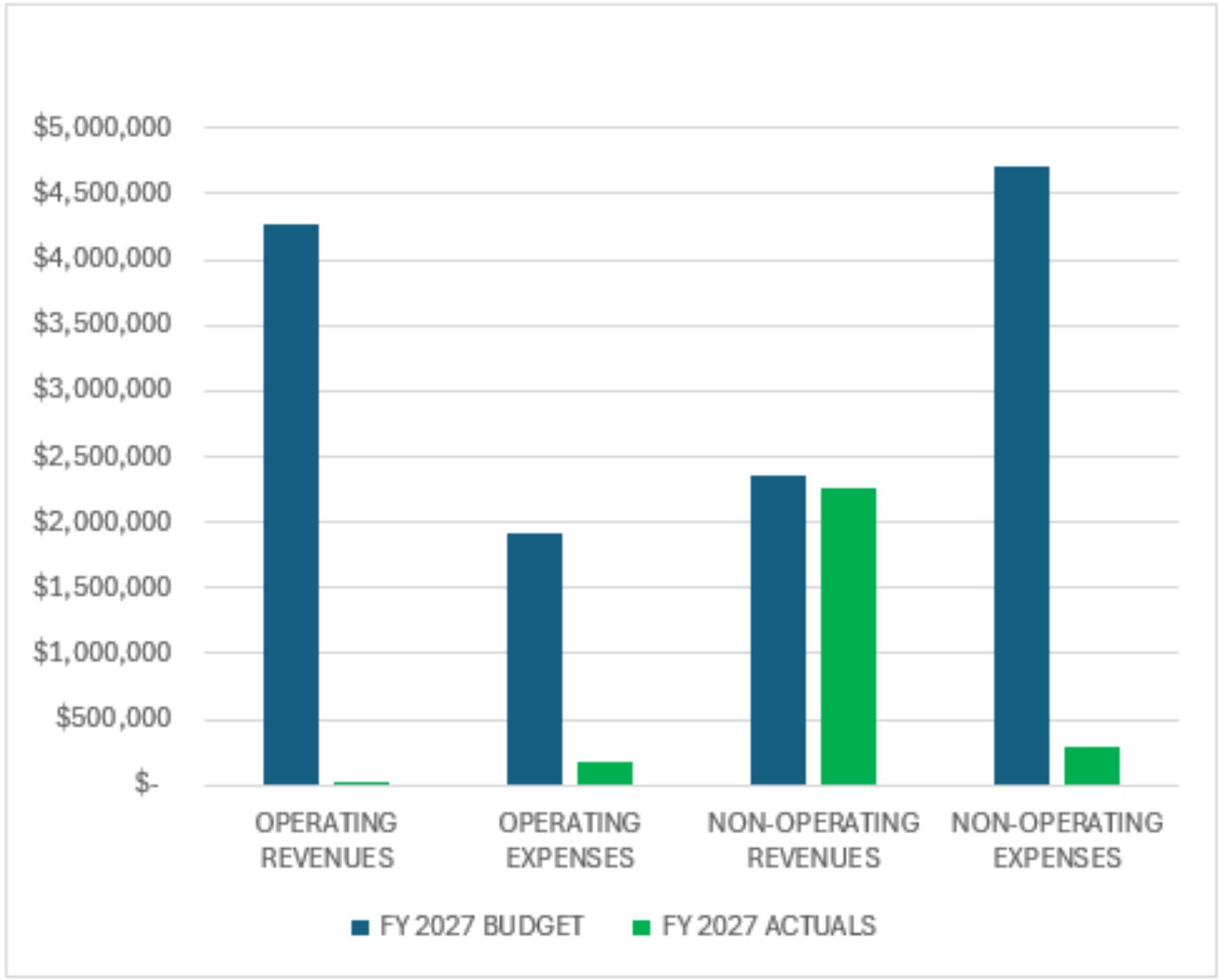
This fund accounts for stormwater fees which are restricted for expenses related to stormwater operations, maintenance and capital improvements.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 2,265,394	$ 2,265,394	$ -	100%
OPERATING REVENUES		$ 4,271,253	$ 3,945	$ (4,267,308)	0%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (759,219)	$ (48,238)	$ 710,981	6%
OPERATING EXPENSES		$ (1,160,198)	$ (134,552)	$ 1,025,646	12%
OPERATING SURPLUS (DEFICIT)		**$ 2,351,836**	**$ (178,845)**	**$ (2,530,681)**	**-8%**
MISCELLANEOUS REVENUES		$ 100,000	$ -	$ (100,000)	0%
HMP HOMEOWNER CONTRIBUTIONS		$ -	$ 3,975	$ 3,975	-
CAPITAL OUTLAY		$ -	$ (3,200)	$ (3,200)	-
HMP HOMEOWNER ASSISTANCE		$ -	$ (285,575)	$ (285,575)	-
INTERFUND TRANSFERS OUT		$ (1,703,337)	$ -	$ 1,703,337	0%
REQUIRED RESERVES		$ (607,351)	$ -	$ 607,351	0%
UNASSIGNED FUND EQUITY		$ (2,406,542)	$ -	$ 2,406,542	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ (4,617,230)**	**$ (284,800)**	**$ 4,332,430**	**6%**
NET SURPLUS (DEFICIT)		**$ (2,265,394)**	**$ (463,645)**	**$ 1,801,749**	**20%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 1,801,749**	**$ 1,801,749**	**-**

STORMWATER FUND

Revenues and Expenses – Budget to Actual as of October 31, 2026



AIRPORT FUND

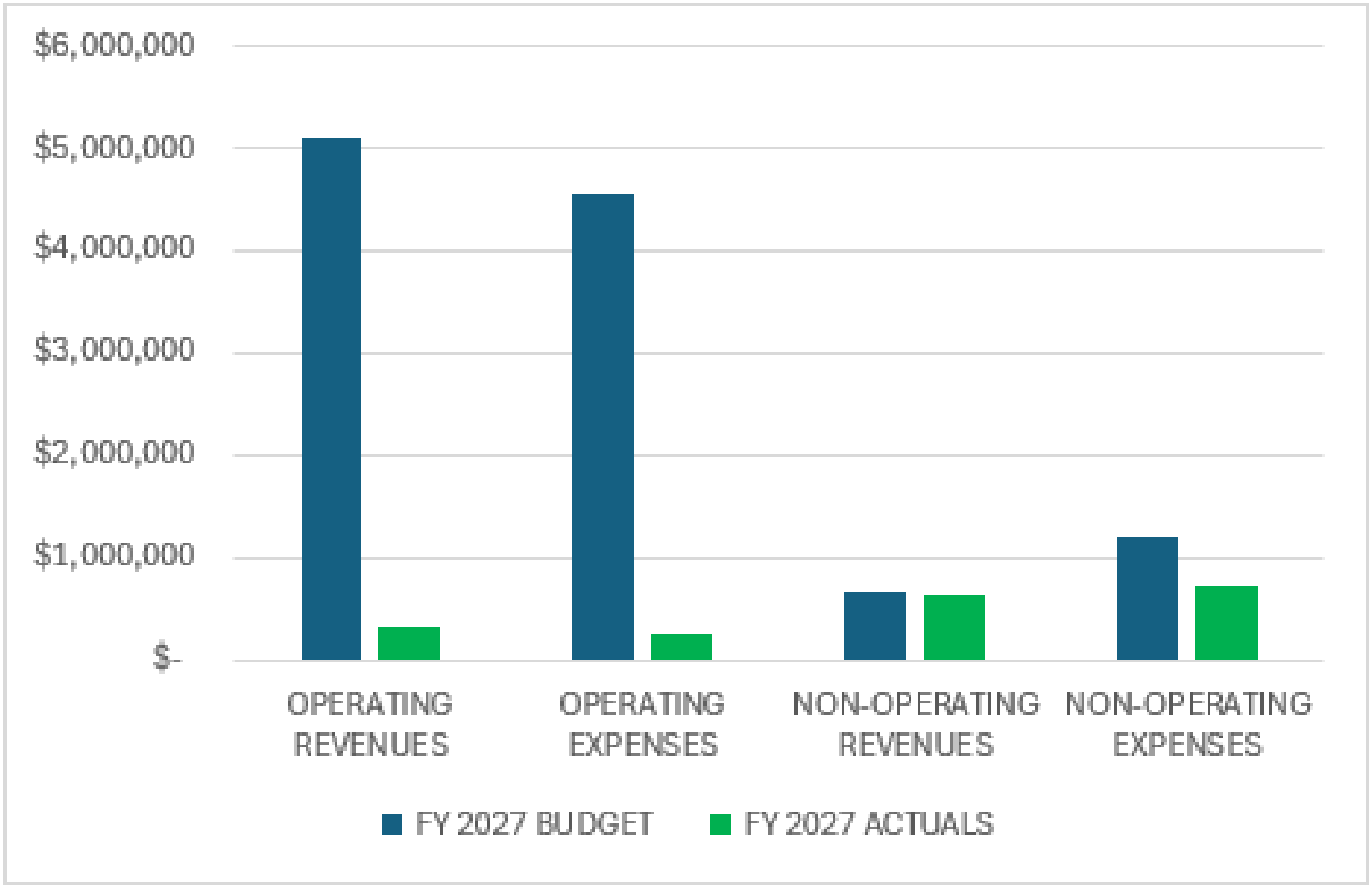
This fund accounts for airport-generated revenues which are restricted for airport-related purposes. It ensures airport resources benefit the airport and its users.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 617,100	$ 617,100	$ -	100%
OPERATING REVENUES		$ 5,111,405	$ 306,605	$ (4,804,800)	6%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (626,055)	$ (43,769)	$ 582,286	7%
OPERATING EXPENSES		$ (3,938,020)	$ (213,244)	$ 3,724,776	5%
OPERATING SURPLUS (DEFICIT)		**$ 547,330**	**$ 49,592**	**$ (497,738)**	**9%**
MISCELLANEOUS REVENUES		$ 38,728	$ 180	$ (38,548)	0%
INTERFUND TRANSFERS OUT		$ (342,991)	$ -	$ 342,991	0%
REQUIRED RESERVES		$ (715,360)	$ (715,360)	$ -	100%
UNASSIGNED FUND EQUITY		$ (144,807)	$ -	$ 144,807	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ (1,164,430)**	**$ (715,180)**	**$ 449,250**	**61%**
NET SURPLUS (DEFICIT)		**$ (617,100)**	**$ (665,588)**	**$ (48,488)**	**108%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ (48,488)**	**$ (48,488)**	**-**

AIRPORT FUND

Revenues and Expenses – Budget to Actual as of October 31, 2026



PARKING FUND

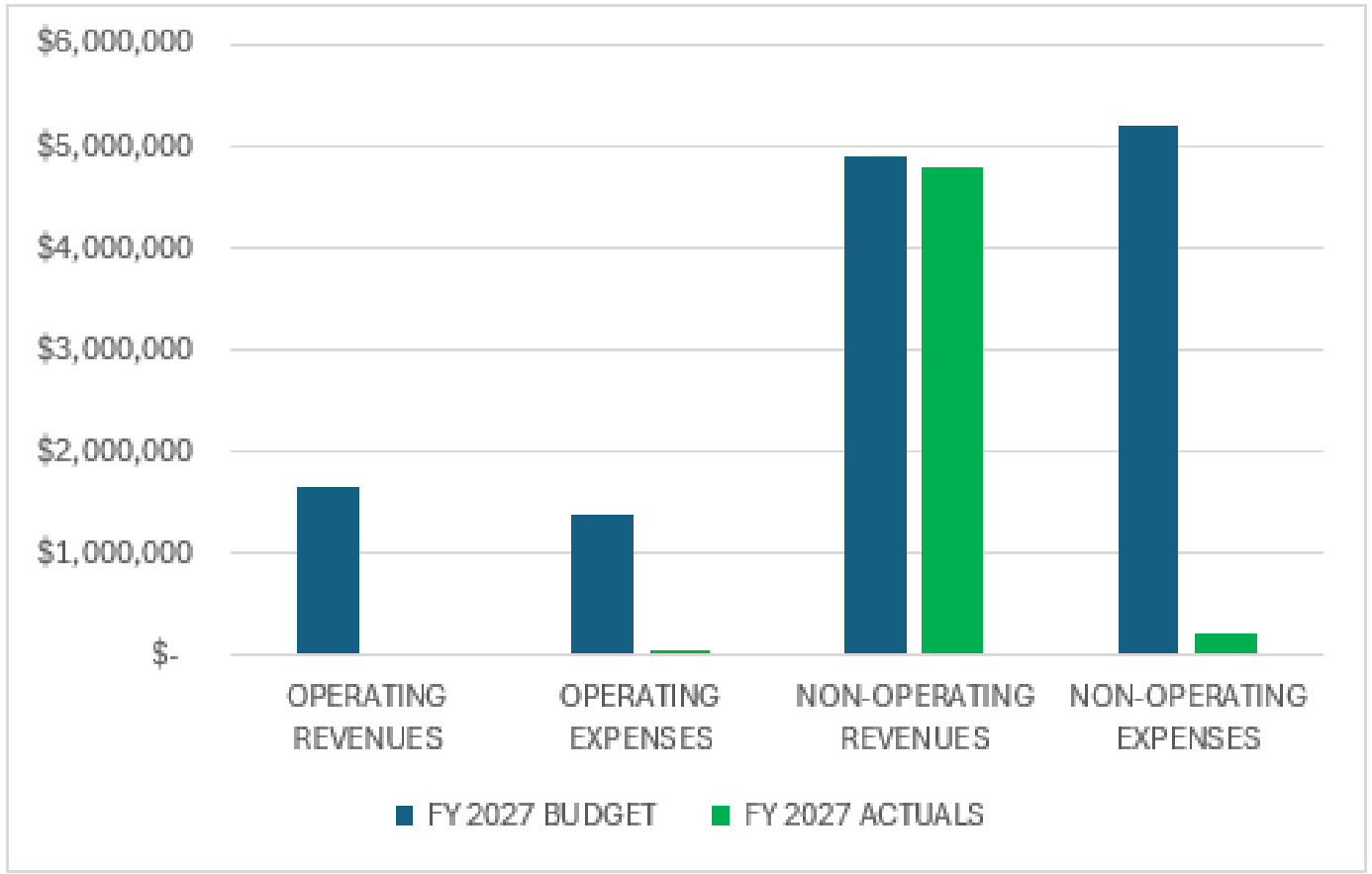
This fund accounts for parking revenue which is restricted for maintaining and improving public parking infrastructure.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 4,800,000	$ 4,800,000	$ -	100%
OPERATING REVENUES		$ 1,662,520	$ 357	$ (1,662,163)	0%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (710,644)	$ (47,339)	$ 663,305	7%
OPERATING EXPENSES		$ (663,563)	$ (675)	$ 662,888	0%
OPERATING SURPLUS (DEFICIT)		**$ 288,313**	**$ (47,657)**	**$ (335,970)**	**-17%**
MISCELLANEOUS REVENUES		$ 115,000	$ 30	$ (114,970)	0%
CAPITAL OUTLAY		$ (557,250)	$ (213,895)	$ 343,355	38%
INTERFUND TRANSFERS OUT		$ (453,824)	$ -	$ 453,824	0%
UNASSIGNED FUND EQUITY		$ (4,192,239)	$ -	$ 4,192,239	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ (5,088,313)**	**$ (213,865)**	**$ 4,874,448**	**4%**
NET SURPLUS (DEFICIT)		**$ (4,800,000)**	**$ (261,522)**	**$ 4,538,478**	**5%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 4,538,478**	**$ 4,538,478**	**-**

PARKING FUND

Revenues and Expenses – Budget to Actual as of October 31, 2026



HAZARDOUS MITIGATION FUND

This fund supports FEMA-funded hazard mitigation projects, with required homeowner contributions, to reduce the risk of damage from future natural disasters.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ -	$ -	$ -	-
SOURCES					
FEMA GRANTS		$ 5,973,375	$ -	$ (5,973,375)	0%
HOMEOWNER CONTRIBUTIONS		$ 1,991,125	$ -	$ (1,991,125)	0%
TOTAL SOURCES		**$ 7,964,500**	**$ -**	**$ (7,964,500)**	**0%**
					-
PROJECTS					
OTHER PROFESSIONAL SERVICE		$ (364,500)	$ -	$ 364,500	0%
OTHER GRANTS AND AIDS		$ (7,600,000)	$ -	$ 7,600,000	0%
TOTAL PROJECTS		**$ (7,964,500)**	**$ -**	**$ 7,964,500**	**0%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ -**	**$ -**	**-**

FIRE FUND

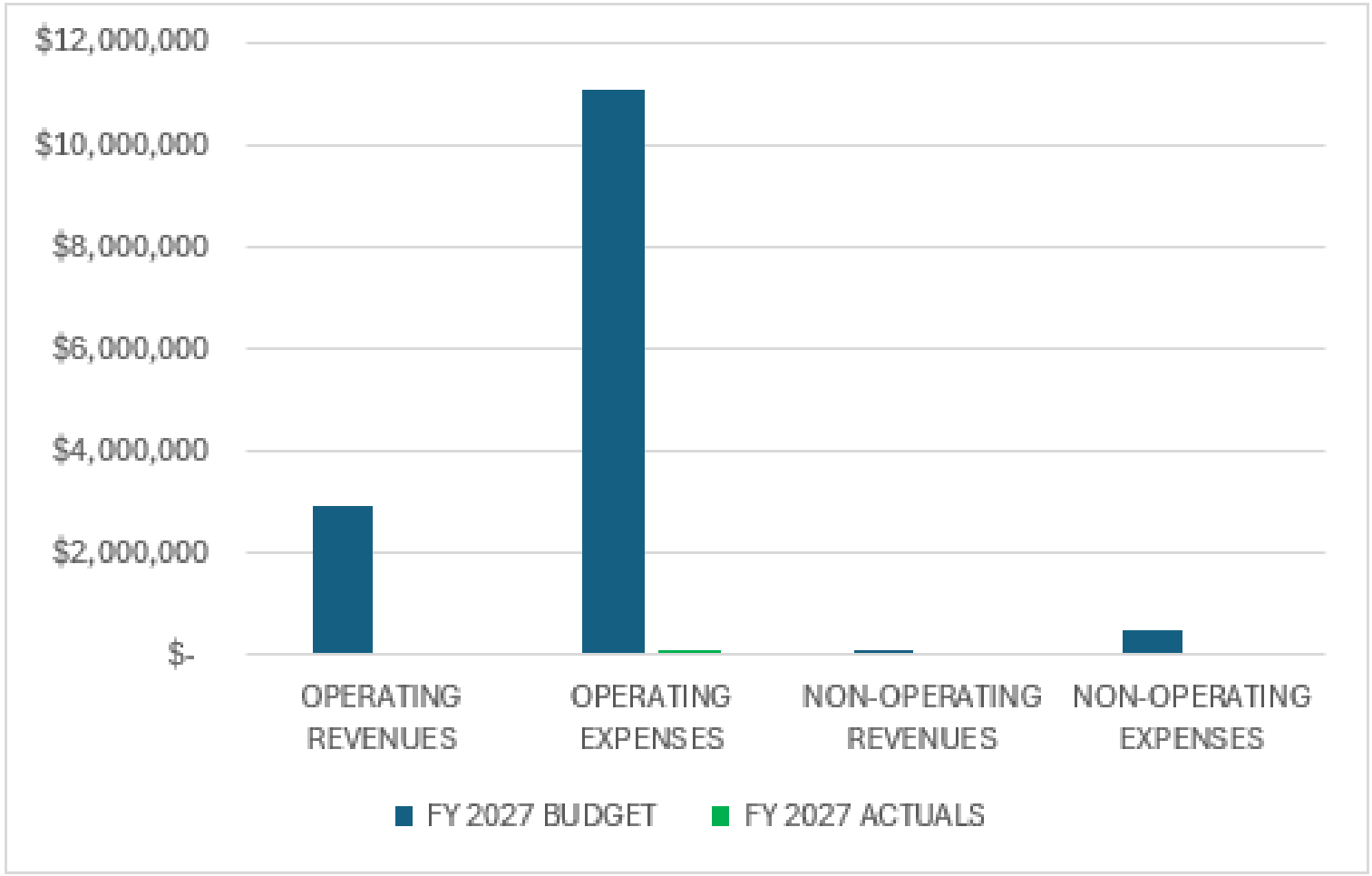
This fund accounts for the fire rescue operations funded through the fire assessment, General Fund support, and other dedicated revenues.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ -	$ -	$ -	-
OPERATING REVENUES		$ 2,908,998	$ -	$ (2,908,998)	0%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (8,793,776)	$ -	$ 8,793,776	0%
OPERATING EXPENSES		$ (2,299,374)	$ (79,366)	$ 2,220,008	3%
OPERATING SURPLUS (DEFICIT)		**$ (8,184,152)**	**$ (79,366)**	**$ 8,104,786**	**1%**
MISCELLANEOUS REVENUES		$ 100,000	$ -	$ (100,000)	0%
INTERFUND TRANSFERS IN		$ 8,584,152	$ -	$ (8,584,152)	0%
INTERFUND TRANSFERS OUT		$ (500,000)	$ -	$ 500,000	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ 8,184,152**	**$ -**	**$ (8,184,152)**	**0%**
NET SURPLUS (DEFICIT)		**$ -**	**$ (79,366)**	**$ (79,366)**	**-**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ (79,366)**	**$ (79,366)**	**-**

FIRE FUND

Revenues and Expenses – Budget to Actual as of October 31, 2026



SOLID WASTE FUND

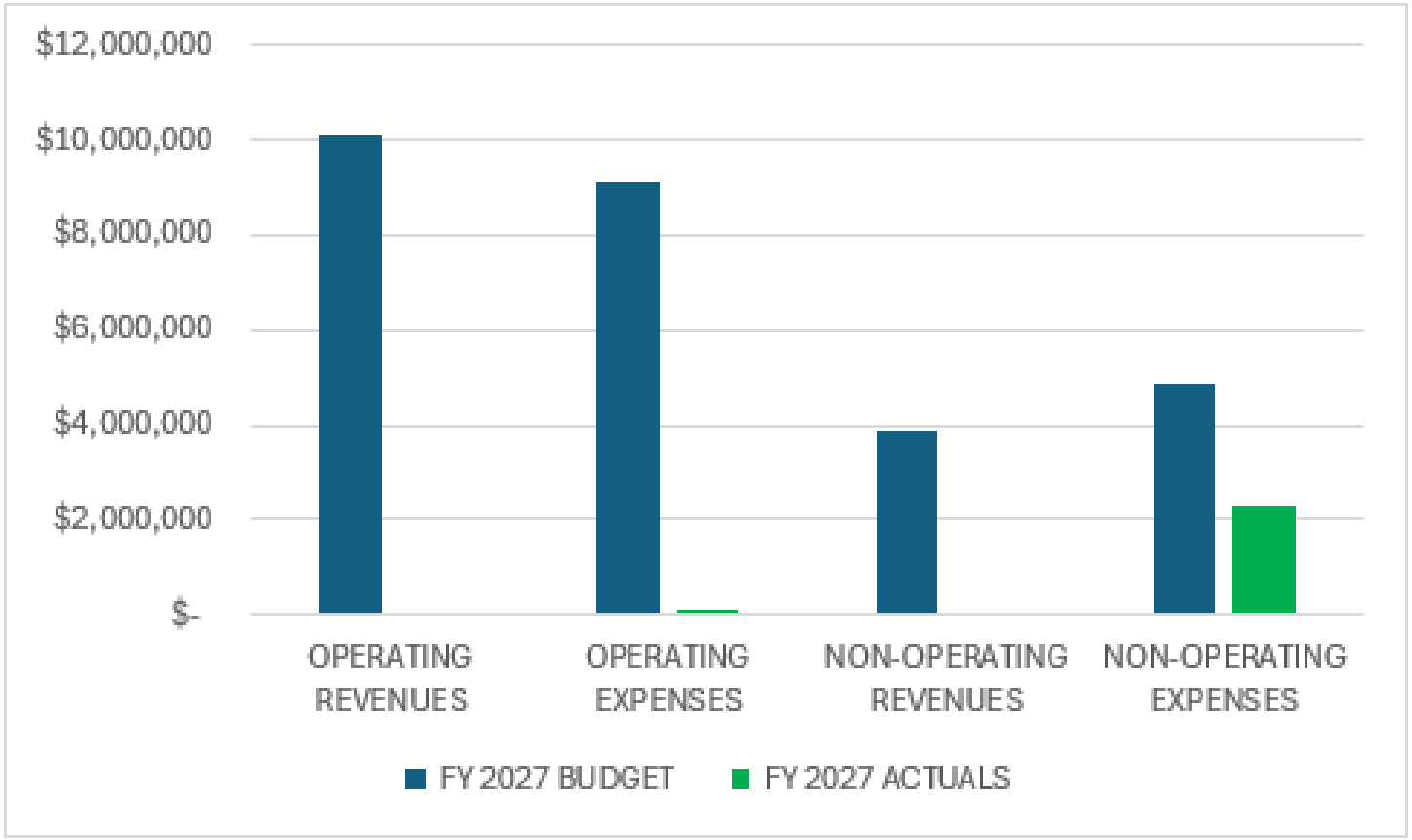
This fund accounts for garbage collection fees, which are designated for the collection and disposal of waste.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ -	$ -	$ -	-
OPERATING REVENUES		$ 10,087,174	$ 1,800	$ (10,085,374)	0%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (128,310)	$ -	$ 128,310	0%
OPERATING EXPENSES		$ (8,987,163)	$ (107,411)	$ 8,879,752	1%
OPERATING SURPLUS (DEFICIT)		**$ 971,701**	**$ (105,611)**	**$ (1,077,312)**	**-11%**
MISCELLANEOUS REVENUES		$ 108,390	$ -	$ (108,390)	0%
INTERFUND TRANSFERS IN		$ 3,765,424	$ -	$ (3,765,424)	0%
INTERFUND TRANSFERS OUT		$ (650,000)	$ -	$ 650,000	0%
REQUIRED RESERVES		$ (2,278,869)	$ (2,278,869)	$ -	100%
UNASSIGNED FUND EQUITY		$ (1,916,646)	$ -	$ 1,916,646	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ (971,701)**	**$ (2,278,869)**	**$ (1,307,168)**	**235%**
NET SURPLUS (DEFICIT)		**$ -**	**$ (2,384,480)**	**$ (2,384,480)**	**-**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ (2,384,480)**	**$ (2,384,480)**	**-**

SOLID WASTE FUND

Revenues and Expenses – Budget to Actual as of October 31, 2026



SOLID WASTE FUND (OLD FUND)

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

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 3,765,424	$ 3,765,424	$ -	100%
OPERATING REVENUES		$ -	$ 6,178	$ 6,178	-
OPERATING EXPENSES					
PERSONNEL SERVICES		$ -	$ (9,264)	$ (9,264)	0%
OPERATING EXPENSES		$ -	$ (654,248)	$ (654,248)	0%
OPERATING SURPLUS (DEFICIT)		**$ -**	**$ (657,333)**	**$ (657,333)**	**-**
MISCELLANEOUS REVENUES		$ -	$ -	$ -	-
INTERFUND TRANSFERS IN		$ -	$ -	$ -	-
INTERFUND TRANSFERS OUT		$ (3,765,424)	$ -	$ 3,765,424	0%
REQUIRED RESERVES		$ -	$ -	$ -	-
UNASSIGNED FUND EQUITY		$ -	$ -	$ -	-
NON-OPERATING SURPLUS (DEFICIT)		**$ (3,765,424)**	**$ -**	**$ 3,765,424**	**0%**
NET SURPLUS (DEFICIT)		**$ (3,765,424)**	**$ (657,333)**	**$ 3,108,091**	**17%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 3,108,091**	**$ 3,108,091**	**-**

BUILDING FUND

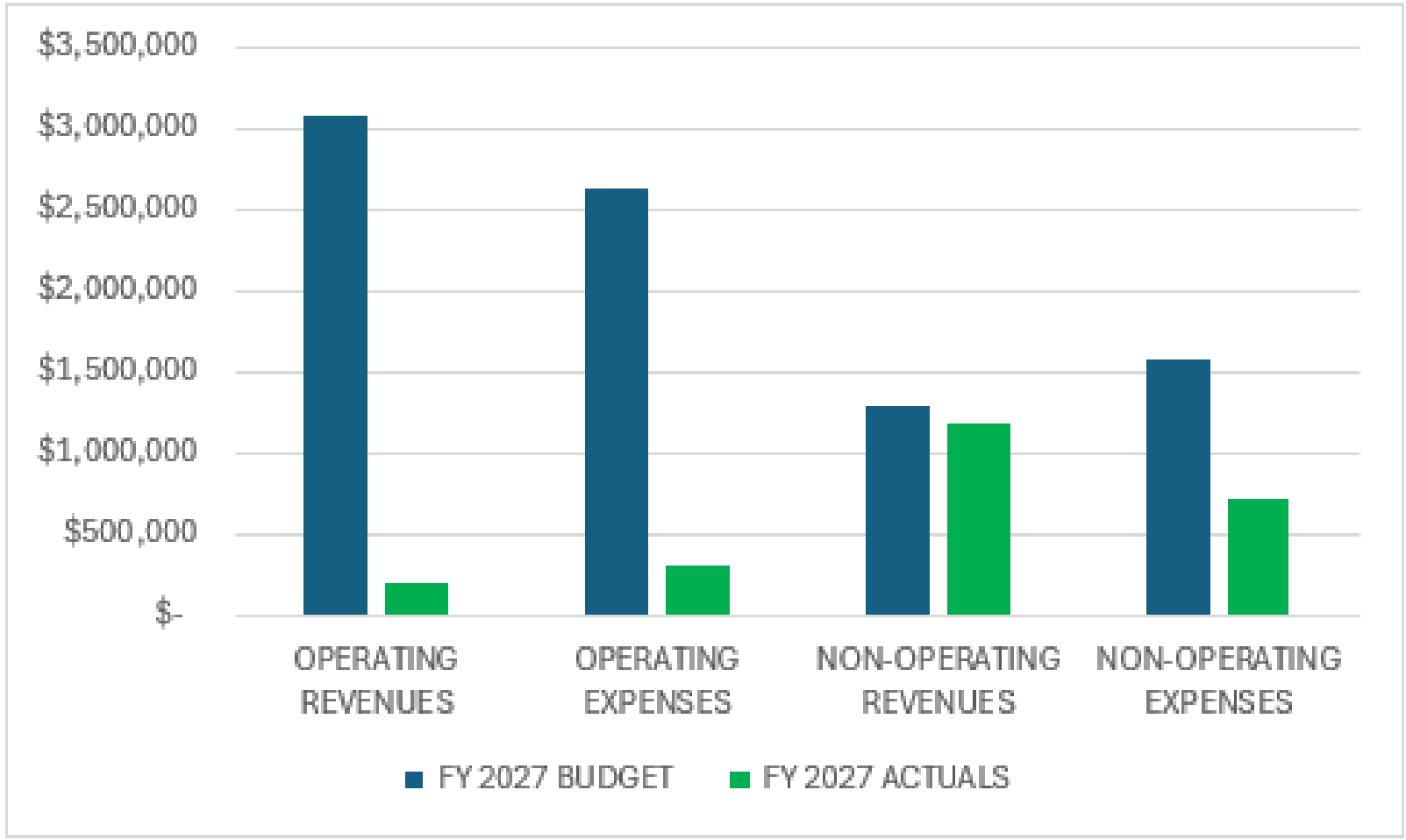
This fund accounts for building permit and plan review revenues which are restricted for enforcement of the Florida Building Code. This includes expenses to maintain safety standards, protect public health, and ensure that construction projects meet legal requirements.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 1,175,000	$ 1,175,000	$ -	100%
OPERATING REVENUES		$ 3,078,900	$ 198,558	$ (2,880,342)	6%
OPERATING EXPENSES					
PERSONNEL SERVICES		$ (1,838,090)	$ (176,779)	$ 1,661,311	10%
OPERATING EXPENSES		$ (793,713)	$ (136,492)	$ 657,221	17%
OPERATING SURPLUS (DEFICIT)		**$ 447,097**	**$ (114,713)**	**$ (561,810)**	**-26%**
INTERFUND TRANSFERS IN		$ 100,010	$ -	$ (100,010)	0%
MISCELLANEOUS REVENUES		$ 24,000	$ 7,600	$ (16,400)	32%
CAPITAL OUTLAY		$ (10,072)	$ (10,071)	$ 1	100%
INTERFUND TRANSFERS OUT		$ (936,772)	$ -	$ 936,772	0%
REQUIRED RESERVES		$ (713,810)	$ (713,810)	$ -	100%
UNASSIGNED FUND EQUITY		$ (85,453)	$ -	$ 85,453	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ (1,622,097)**	**$ (716,281)**	**$ 905,816**	**44%**
NET SURPLUS (DEFICIT)		**$ (1,175,000)**	**$ (830,994)**	**$ 344,006**	**71%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 344,006**	**$ 344,006**	**-**

BUILDING FUND

Revenues and Expenses – Budget to Actual as of October 31, 2026



FLEET FUND

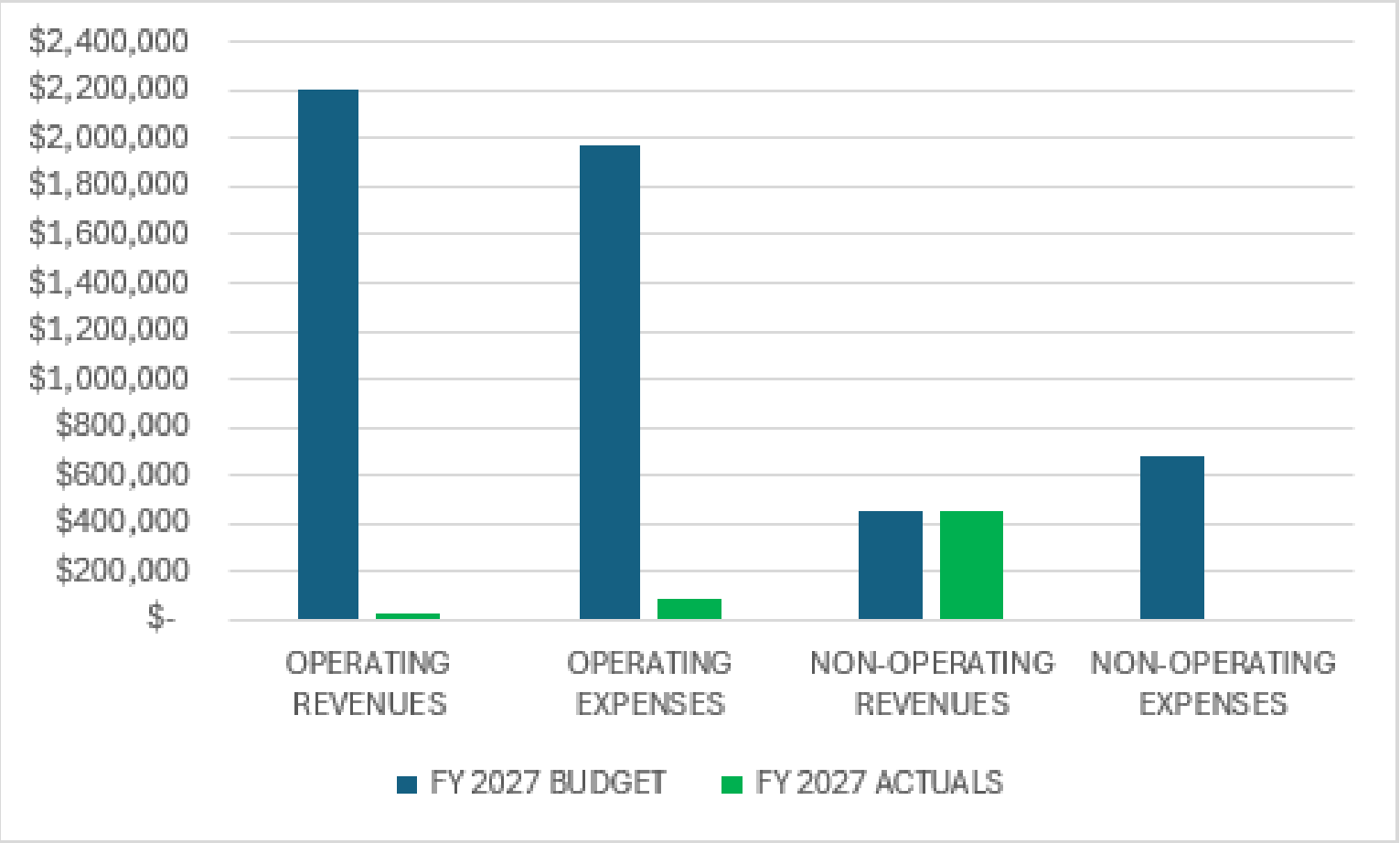
The purpose of this fund is to manage and finance the costs associated with maintaining and operating a fleet of vehicles. This fund operates on a cost-reimbursement basis, where various departments are charged for their usage of the vehicles.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 446,635	$ 446,635	$ -	100%
OPERATING REVENUES		$ 2,202,680	$ 31,965	$ (2,170,715)	1%
OPERATING EXPENSES					-
PERSONNEL SERVICES		$ (379,474)	$ (28,549)	$ 350,925	8%
OPERATING EXPENSES		$ (1,591,582)	$ (60,737)	$ 1,530,845	4%
OPERATING SURPLUS (DEFICIT)		**$ 231,624**	**$ (57,322)**	**$ (288,946)**	**-25%**
MISCELLANEOUS REVENUES		$ 5,000	$ -	$ (5,000)	0%
CAPITAL OUTLAY		$ (75,000)	$ -	$ 75,000	0%
UNASSIGNED FUND EQUITY		$ (608,259)	$ -	$ 608,259	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ (678,259)**	**$ -**	**$ 678,259**	**0%**
NET SURPLUS (DEFICIT)		**$ (446,635)**	**$ (57,322)**	**$ 389,313**	**13%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 389,313**	**$ 389,313**	**-**

FLEET FUND

Revenues and Expenses – Budget to Actual as of October 31, 2026



NON-OPERATING FUNDS

COMMUNITY REDEVELOPMENT FUND

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

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 7,162,866	$ 7,162,866	$ -	100%
TAX INCREMENT		$ 3,205,522	$ -	$ (3,205,522)	0%
MISCELLANEOUS REVENUES		$ 111,000	$ -	$ (111,000)	0%
CAPITAL		$ (4,627,605)	$ -	$ 4,627,605	0%
GRANTS AND ASSISTANCE		$ (3,944,116)	$ -	$ 3,944,116	0%
MISCELLANEOUS EXPENSES		$ (1,907,667)	$ (43,482)	$ 1,864,185	2%
NET SURPLUS (DEFICIT)		**$ (7,162,866)**	**$ (43,482)**	**$ 7,119,384**	**1%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 7,119,384**	**$ 7,119,384**	**-**

TREE FUND

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

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 582,000	$ 582,000	$ -	100%
OPERATING REVENUES		$ -	$ -	$ -	-
OPERATING EXPENSES					-
PERSONNEL SERVICES		$ (114,176)	$ -	$ 114,176	0%
OPERATING EXPENSES		$ (22,514)	$ -	$ 22,514	0%
OPERATING SURPLUS (DEFICIT)		**$ (136,690)**	**$ -**	**$ 136,690**	**0%**
CAPITAL OUTLAY		$ (7,849)	$ -	$ 7,849	0%
UNASSIGNED FUND EQUITY		$ (437,461)	$ -	$ 437,461	0%
NON-OPERATING SURPLUS (DEFICIT)		**$ (445,310)**	**$ -**	**$ 445,310**	**0%**
NET SURPLUS (DEFICIT)		**$ (582,000)**	**$ -**	**$ 582,000**	**0%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 582,000**	**$ 582,000**	**-**

OPIOID FUND

The Opioid Fund uses money from national opioid litigation settlements to combat the opioid crisis. These funds come from lawsuits against opioid manufacturers and distributors and are governed by the Florida Opioid Allocation and Statewide Response Agreement.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 136,000	$ 136,000	$ -	100%
REVENUES		$ 42,000	$ -	$ (42,000)	0%
EXPENSES		$ (178,000)	$ -	$ 178,000	0%
NET SURPLUS (DEFICIT)		**$ (136,000)**	**$ -**	**$ 136,000**	**0%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 136,000**	**$ 136,000**	**-**

LAW ENFORCEMENT TRUST FUND

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

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 251,000	$ 251,000	$ -	100%
REVENUES		$ 3,000	$ -	$ (3,000)	0%
EXPENSES		$ (254,000)	$ -	$ 254,000	0%
NET SURPLUS (DEFICIT)		**$ (251,000)**	**$ -**	**$ 251,000**	**0%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 251,000**	**$ 251,000**	**-**

CAPITAL PROJECTS FUNDS
AND
CAPITAL IMPACT FEE FUNDS

2005 GO BOND CAPITAL PROJECT FUND (FUND 303)

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

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 1,179,215	$ 1,179,215	$ -	100%
SOURCES					
INTEREST EARNINGS		$ 33,000	$ -	$ (33,000)	0%
TOTAL SOURCES		**$ 33,000**	**$ -**	**$ (33,000)**	**0%**
					-
PROJECTS					
SIDEWALKS & FUTURE PROJECTS		$ (1,212,215)	$ -	$ 1,212,215	0%
TOTAL PROJECTS		**$ (1,212,215)**	**$ -**	**$ 1,212,215**	**0%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 1,179,215**	**$ 1,179,215**	**-**

2025 TURNBULL FUND (FUND 313)

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

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 1,000,000	$ 1,000,000	$ -	100%
SOURCES					
LOAN PROCEEDS		$ -	$ -	$ -	-
INTEREST EARNINGS		$ -	$ -	$ -	-
TOTAL SOURCES		**$ -**	**$ -**	**$ -**	**-**
					-
PROJECTS					
CAPITAL - LAND		$ (1,000,000)	$ (4,100)	$ 995,900	0%
DEBT ISSUANCE		$ -	$ -	$ -	-
TOTAL PROJECTS		**$ (1,000,000)**	**$ (4,100)**	**$ 995,900**	**0%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 995,900**	**$ 995,900**	**-**

CAPITAL PROJECT FUND (FUND 302)

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

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET	FY 2027 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ -	$ -	$ -	0%
GAS TAX		$ 400,000	$ -	$ (400,000)	0%
GRANTS		$ 157,500	$ -	$ (157,500)	0%
LOAN PROCEEDS		$ 1,006,447	$ 3,884,000	$ 2,877,553	386%
INTERFUND TRANSFER IN		$ 3,442,500	$ -	$ (3,442,500)	0%
MISCELLANEOUS REVENUES		$ -	$ -	$ -	-
TOTAL REVENUES		**$ 5,006,447**	**$ 3,884,000**	**$ (1,122,447)**	**78%**
CAPITAL PROJECTS		$ (5,006,447)	$ (560,599)	$ 4,445,848	11%
TOTAL EXPENSES		**$ (5,006,447)**	**$ (560,599)**	**$ 4,445,848**	**11%**
UNASSIGNED FUND EQUITY		$ -	$ -	$ -	0%
TOTAL EXPENSES		**$ -**	**$ -**	**$ -**	**-**
NET SURPLUS (DEFICIT)		**$ -**	**$ 3,323,401**	**$ 3,323,401**	**-**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 3,323,401**	**$ 3,323,401**	**-**

CAPITAL PROJECTS

PROJECT TYPE	FY 2027 BUDGET	FY 2027 ACTUALS	FY 2027 COMMITTED
AC/SOLOR/ROOF IMPROVEMENTS	700,000	44,162	510,980
AOB SITE IMPROVEMENTS	-	2,272	102,541
BUILDING IMPROVEMENTS	1,006,447	74,921	324,116
DOCKS & PIERS REPAIRS	200,000	17,905	199,347
PARK & PLAYGROUND IMPROVEMENTS	675,000	-	119,250
ROAD IMPROVEMENTS	2,100,000	-	766,466
SIDEWALK IMPROVEMENTS	250,000	-	-
SOFTWARE UPGRADES	75,000	-	5,300
STORMWATER	-	417,739	805,086
STREET BEAUTIFICATION	-	3,600	132,959

AIRPORT CAPITAL FUND

This fund accounts for airport-related capital improvements projects.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ -	$ -	$ -	0%
INTERFUND TRANSFER IN		$ 138,000	$ -	$ (138,000)	0%
MISCELLANEOUS REVENUES		$ 2,816	$ -	$ (2,816)	0%
TOTAL REVENUES		**$ 140,816**	**$ -**	**$ (140,816)**	**0%**
CAPITAL - PROFESSIONAL SERVICES		$ -	$ (45,920)	$ (45,920)	0%
CAPITAL - BUILDINGS		$ -	$ (294,761)	$ (294,761)	0%
CAPITAL - EQUIPMENT & VEHICLES		$ (138,000)	$ -	$ 138,000	0%
UNASSIGNED FUND EQUITY		$ (2,816)	$ (2,816)	$ -	100%
TOTAL EXPENSES		**$ (140,816)**	**$ (340,681)**	**$ (202,681)**	**242%**
NET SURPLUS (DEFICIT)		**$ -**	**$ (340,681)**	**$ (343,497)**	**-**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ (340,681)**	**$ (343,497)**	**-**

POLICE CAPITAL FUND

This fund accounts for Police related capital improvements projects.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 834,928	$ 834,928	$ -	100%
FIND GRANT		$ -	$ -	$ -	-
IMPACT FEES		$ 120,000	$ 3,312	$ (116,688)	3%
INTERFUND TRANSFER IN		$ -	$ -	$ -	-
MISCELLANEOUS REVENUES		$ 27,390	$ -	$ (27,390)	0%
TOTAL REVENUES		**$ 147,390**	**$ 3,312**	**$ (144,078)**	**2%**
CAPITAL - PROFESSIONAL FEES		$ -	$ -	$ -	0%
CAPITAL - BUILDINGS		$ (982,318)	$ -	$ 982,318	0%
CAPITAL - BUILDINGS CONTINGENCY		$ -	$ -		
MISCELLANEOUS EXPENSES		$ -	$ -	$ -	0%
UNASSIGNED FUND EQUITY		$ -	$ -	$ -	0%
TOTAL EXPENSES		**$ (982,318)**	**$ -**	**$ 982,318**	**0%**
NET SURPLUS (DEFICIT)		**$ (834,928)**	**$ 3,312**	**$ 838,240**	**0%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 838,240**	**$ 838,240**	**-**

FIRE CAPITAL FUND

This fund accounts for Fire related capital improvements projects.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET 12-MONTHS	FY 2027 ACTUALS 1-MONTH	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 1,211,470	$ 1,211,470	$ -	100%
IMPACT FEES		$ 140,000	$ 4,140	$ (135,860)	3%
INTERFUND TRANSFER IN		$ -	$ -	$ -	-
MISCELLANEOUS REVENUES		$ 25,960	$ -	$ (25,960)	0%
TOTAL REVENUES		**$ 165,960**	**$ 4,140**	**$ (161,820)**	**2%**
CAPITAL - PROFESSIONAL SERVICES		$ -	$ -	$ -	0%
CAPITAL - BUILDINGS		$ (1,377,430)	$ -	$ 1,377,430	0%
MISCELLANEOUS EXPENSES		$ -	$ -	$ -	0%
TOTAL EXPENSES		**$ (1,377,430)**	**$ -**	**$ 1,377,430**	**0%**
UNASSIGNED FUND EQUITY		$ -	$ -	$ -	0%
TOTAL EXPENSES		**$ -**	**$ -**	**$ -**	**-**
NET SURPLUS (DEFICIT)		**$ (1,211,470)**	**$ 4,140**	**$ 1,215,610**	**0%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 1,215,610**	**$ 1,215,610**	**-**

RECREATION CAPITAL FUND

This fund accounts for Recreation related capital improvements projects.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET	FY 2027 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 1,348,000	$ 1,348,000	$ -	100%
IMPACT FEES		$ 350,000	$ 12,150	$ (337,850)	3%
GRANTS		$ 50,000	$ -	$ (50,000)	0%
MISCELLANEOUS REVENUES		$ 40,440	$ -	$ (40,440)	0%
TOTAL REVENUES		**$ 440,440**	**$ 12,150**	**$ (428,290)**	**3%**
CAPITAL - PROFESSIONAL SERVICES		$ (100,000)	$ -	$ 100,000	0%
CAPITAL - INFRASTRUCTURE		$ (125,000)	$ -	$ 125,000	0%
CAPITAL - BUILDINGS		$ -	$ (4,069)	$ (4,069)	0%
TOTAL EXPENSES		**$ (225,000)**	**$ (4,069)**	**$ 220,931**	**2%**
UNASSIGNED FUND EQUITY		$ (1,563,440)	$ -	$ 1,563,440	0%
TOTAL EXPENSES		**$ (1,563,440)**	**$ -**	**$ 1,563,440**	**0%**
NET SURPLUS (DEFICIT)		**$ (1,348,000)**	**$ 8,081**	**$ (207,359)**	**-1%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 1,356,081**	**$ (207,359)**	**-**

TRANSPORTATION CAPITAL FUND

This fund accounts for Transportation related capital improvements projects.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET	FY 2027 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 6,659,000	$ 6,659,000	$ -	100%
IMPACT FEES		$ 300,000	$ 5,528	$ (294,472)	2%
MISCELLANEOUS REVENUES		$ 199,770	$ -	$ (199,770)	0%
TOTAL REVENUES		**$ 499,770**	**$ 5,528**	**$ (494,242)**	**1%**
TOTAL EXPENSES		**$ -**	**$ -**	**$ -**	**-**
UNASSIGNED FUND EQUITY		$ (7,158,770)	$ -	$ 7,158,770	0%
TOTAL EXPENSES		**$ (7,158,770)**	**$ -**	**$ 7,158,770**	**0%**
NET SURPLUS (DEFICIT)		**$ (6,659,000)**	**$ 5,528**	**$ (494,242)**	**0%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 6,664,528**	**$ (494,242)**	**-**

STORMWATER CAPITAL FUND

This fund accounts for Stormwater related capital improvements projects.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET	FY 2027 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ 1,298,320	$ 1,298,320	$ -	100%
FEDERAL GRANTS		$ 5,000,000	$ -	$ (5,000,000)	0%
INTERFUND TRANSFER IN		$ 1,212,000	$ -	$ (1,212,000)	0%
MISCELLANEOUS REVENUES		$ -	$ -	$ -	-
TOTAL REVENUES		**$ 6,212,000**	**$ -**	**$ (6,212,000)**	**0%**
CAPITAL - INFRASTRUCTURE		$ (6,212,000)	$ -	$ 6,212,000	0%
CAPITAL - MACHINERY & EQUIPMENT		$ (800,000)	$ -	$ 800,000	0%
CAPITAL - VEHICLES		$ (225,000)	$ -	$ 225,000	0%
TOTAL EXPENSES		**$ (7,237,000)**	**$ -**	**$ 7,237,000**	**0%**
UNASSIGNED FUND EQUITY		$ (273,320)	$ -	$ 273,320	0%
TOTAL EXPENSES		**$ (273,320)**	**$ -**	**$ 273,320**	**0%**
NET SURPLUS (DEFICIT)		**$ (1,298,320)**	**$ -**	**$ 1,025,000**	**0%**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ 1,298,320**	**$ 1,025,000**	**-**

CAPITAL EQUIPMENT FUND

This fund accounts for capital machinery, equipment and vehicles.

AS OF OCTOBER 31, 2026

		FY 2027 BUDGET	FY 2027 ACTUALS	VARIANCE $	PERCENT RECOGNIZED
BEGINNING FUND BALANCE	10/01/26	$ -	$ -	$ -	0%
GRANTS		$ -	$ -	$ -	-
INTERFUND TRANSFER IN		$ 4,298,204	$ -	$ (4,298,204)	0%
MISCELLANEOUS REVENUES		$ 95,652	$ -	$ (95,652)	0%
TOTAL REVENUES		**$ 4,393,856**	**$ -**	**$ (4,393,856)**	**0%**
CAPITAL - EQUIPMENT		$ (2,088,856)	$ (24,474)	$ 2,064,382	1%
CAPITAL - VEHICLES		$ (2,305,000)	$ -	$ 2,305,000	0%
TOTAL EXPENSES		**$ (4,393,856)**	**$ (24,474)**	**$ 4,369,382**	**1%**
UNASSIGNED FUND EQUITY		$ -	$ -	$ -	0%
TOTAL EXPENSES		**$ -**	**$ -**	**$ -**	**-**
NET SURPLUS (DEFICIT)		**$ -**	**$ (24,474)**	**$ (24,474)**	**-**
ENDING FUND BALANCE	10/31/26	**$ -**	**$ (24,474)**	**$ (24,474)**	**-**

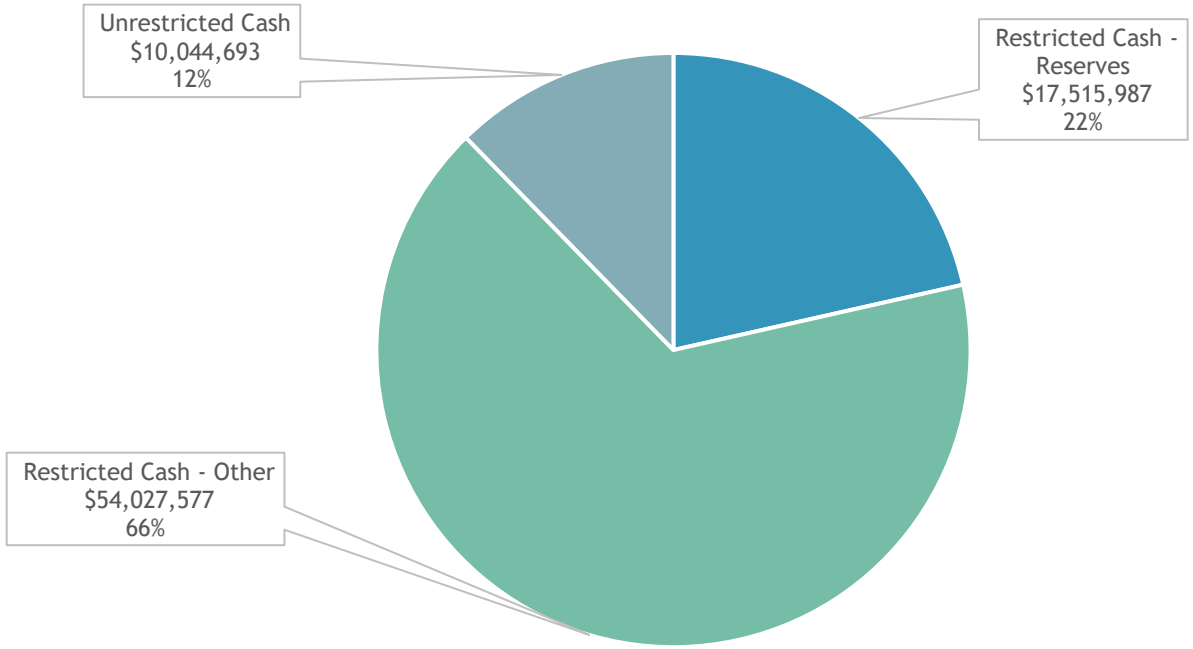
CASH

CASH – AS OF OCTOBER 31, 2026

Balances by Type

Type	Balance
Cash on Hand	$5,955
QPD Bank	$63,999,870
Money Market	$0
Certificates of Deposit	$0
Investment Pool	$17,582,432
Total	**$81,588,257**

CASH – AS OF OCTOBER 31, 2026



DEBT

OUTSTANDING DEBT

Debt	10/01/26 Bal	New Debt	Principal Payments	10/31/26 Bal
2017 Stormwater Revenue Note	$ 568,507	$ -	$ -	$ 568,507
2024 Capital Improvement Note	$ 7,241,901	$ 3,884,000	$ 11,125,901	$ -
State Revolving Loan	$ 38,794	$ -	$ -	$ 38,794
2014 Cap Improvement Revenue Note	$ 1,775,000	$ -	$ 425,000	$ 1,350,000
2019 General Obligation Bond	$ 6,726,000	$ -	$ -	$ 6,726,000
2021 Amended/Restated Capital Improvement Revenue Note	$ 6,505,000	$ -	$ 525,000	$ 5,980,000
2025 General Obligation Bond	$ 5,240,000	$ -	$ -	$ 5,240,000
2026 Capital Improvement Revenue Note	$ -	$ 11,177,000		$ 11,177,000
Equipment Financing	$ 642,909	$ -	$ -	$ 642,909
Total Debt	**$ 28,738,111**	**$ 15,061,000**	**$ 12,075,901**	**$ 31,723,210**

FUND OVERVIEW

FUND OVERVIEW

This slide highlights how each fund's year-to-date spending (YTD Actual) compares to both the annual budget and the month-to-date budget as of October 31, 2026.

FUND	FY BUDGET 12 MONTHS	MTD BUDGET 1 MONTH	YTD ACTUAL	% BUDGET USED FULL YEAR	% BUDGET USED 1 MONTH
001 GENERAL FUND	77,579,084	6,464,924	4,141,221	5.3%	64.1%
003 BRANNON CENTER FUND	820,234	68,353	43,258	5.3%	63.3%
004 GOLF COURSE FUND	2,417,617	201,468	152,538	6.3%	75.7%
005 SANITATION FUND	13,960,988	1,163,416	107,411	0.8%	9.2%
101 STORMWATER FUND	6,636,647	553,054	471,565	7.1%	85.3%
103 SPECIAL LAW ENF TRUST FUND	254,000	21,167	-	0.0%	0.0%
104 AIRPORT FUND	5,767,233	480,603	257,013	4.5%	53.5%
113 BUILDING AND INSPECTION FU	4,377,910	364,826	323,342	7.4%	88.6%
114 TREE FUND	582,000	48,500	-	0.0%	0.0%
115 PARKING FUND	6,577,520	548,127	261,909	4.0%	47.8%
116 OPIOID SETTLEMENT FUND	178,000	14,833	-	0.0%	0.0%
117 HAZARD MITIGATION PROGRAM	7,964,500	663,708	-	0.0%	0.0%
118 FIRE FUND	11,593,150	966,096	79,366	0.7%	8.2%
125 CRA 2015	10,479,388	873,282	43,482	0.4%	5.0%
130 AMERICAN RESCUE PLAN ACT F	-	-	-	0.0%	0.0%
204 2017 STORMWATER REV NOTE	585,494	48,791	-	0.0%	0.0%
206 2024 CAP IMP REV NOTE (LOC	10,564,724	880,394	11,299,708	107.0%	1283.5%
207 SRF LOAN DS FUND	103,200	8,600	-	0.0%	0.0%

FUND OVERVIEW (continued)

This slide highlights how each funds' year-to-date spending (YTD Actual) compares to both the annual budget and the month-to-date budget as of October 31, 2026.

FUND	FY BUDGET 12 MONTHS	MTD BUDGET 1 MONTH	YTD ACTUAL	% BUDGET USED FULL YEAR	% BUDGET USED 1 MONTH
208 2014 CAP IMP REV NOTE DS F	490,313	40,859	449,318	91.6%	1099.7%
209 2019 TB CREEK GO BOND DS F	769,637	64,136	-	0.0%	0.0%
210 2021 CAP IMP REV NOTE DS F	707,162	58,930	595,579	84.2%	1010.7%
212 EQUIPMENT FINANCING DS FUN	247,966	20,664	-	0.0%	0.0%
213 2025 TB CREEK GO BOND DS F	505,575	42,131	-	0.0%	0.0%
302 CAPITAL PROJECTS FUND	5,006,447	417,204	560,599	11.2%	134.4%
303 GO BOND CAP PROJ FUND	1,212,215	101,018	-	0.0%	0.0%
304 AIRPORT CAPITAL FUND	140,816	11,735	340,681	241.9%	2903.2%
305 POLICE IMPACT FEE FUND	982,318	81,860	-	0.0%	0.0%
306 FIRE IMPACT FEE FUND	1,377,430	114,786	-	0.0%	0.0%
307 RECREATION IMPACT FEE FUND	1,788,440	149,037	4,069	0.2%	2.7%
309 TRANSPORTATION IMPACT FEE	7,158,770	596,564	-	0.0%	0.0%
311 STORMWATER CAPITAL FUND	7,510,320	625,860	-	0.0%	0.0%
312 CAPITAL EQUIPMENT FUND	4,393,856	366,155	24,474	0.6%	6.7%
313 2025 TB CREEK CAP PROJ	1,000,000	83,333	4,100	0.4%	4.9%
405 SANITATION FUND	3,765,424	313,785	663,511	17.6%	211.5%
408 CITY MARINA FUND	585,272	48,773	19,672	8.3%	40.3%
501 FLEET MAINTENANCE FUND	2,654,315	221,193	89,287	3.4%	40.4%
EXPENSE TOTAL	**200,737,965**	**16,728,164**	**19,932,101**	**9.9%**	**119.2%**

GLOSSARY OF TERMS AND ACRONYMS

BEGINNING FUND BALANCE: Represents the funds carried forward from the previous fiscal year. Actual amounts are temporarily matched to the budgeted Beginning Fund Balance until the external audit is finalized—after which any audit adjustments are incorporated.

ENDING FUND BALANCE: Represents the amount of funds remaining in the account at month end or year end.

REQUIRED RESERVES: Funds set aside for emergencies, cash flow needs or unforeseen expenses. The percentage set aside was established by City Commission via Resolution 18-19 on May 28, 2019. The minimum level of fund balance that must be maintained to ensure financial stability and compliance with policy or law.

General Fund (includes Brannon Center and Golf Course) 25%	Solid Waste 20%
Stormwater 20%	Building and Inspection 20%
Airport 15%	City Marina 15%

Actual amounts are temporarily matched to the budgeted required reserves until the external audit is finalized—after which any audit adjustments are incorporated.

OTHER RESERVES: Funds reserved for a specific purpose, such as Fleet Replacement Fund Equity or specific projects.

UNASSIGNED FUND EQUITY: The portion of the fund balance that is not restricted, committed or assigned for specific purposes.

RESTRICTED CASH: Cash earmarked to cover required reserves or cash that can only be spent on a specific purpose.

UNRESTRICTED CASH: Cash that can be spent on any Governmental purpose.

MTD: Month to Date

YTD: Year to Date

FY: Fiscal Year (October - September)

THE END

CITY OF NEW SMYRNA BEACH
PERMIT ISSUANCE SUMMARY (10/01/2026 TO 10/31/2026)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building (Commercial)	Accessory/Detach Structure < 200 sf	1	1,800	$20,000.00	$774.84
	Alteration, Remodel, Repair	12	9,254	$552,759.00	$12,944.42
	Awning	2	275	$13,386.00	$789.82
	Re-roof	3	3,116	$71,225.00	$2,025.30
	Windows/Doors/Garage Doors	10	55,619	$53,708.00	$3,444.26
	BUILDING (COMMERCIAL) TOTAL:	**28**	**70,064**	**$711,078.00**	**$19,978.64**
Building (Residential)	Accessory/Detach Structure < 200 sf	1	0	$429.99	$87.90
	Accessory/Detach Structure > 200 sf	2	573	$13,900.00	$507.87
	Addition	6	4,632	$424,500.00	$4,600.95
	Alteration, Remodel, Repair	40	31,625	$3,189,989.28	$27,514.14
	Decks	1	288	$13,702.00	$401.95
	Interior Demo	1	1,842	$4,500.00	$229.80
	New Single Family	10	39,266	$3,359,574.00	$86,163.64
	Re-roof	36	47,609	$587,901.76	$3,295.22
	Screen Enclosure	5	2,499	$59,281.00	$2,142.24
	Screen Walls	1	107	$3,000.00	$269.46
	Shutters	1	0	$14,229.00	$91.90
	Windows/Doors/Garage Doors	29	27,198	$392,908.28	$2,659.88
	BUILDING (RESIDENTIAL) TOTAL:	**133**	**155,639**	**$8,063,915.31**	**$127,964.95**
Certificate of Occupancy	Certificate of Occupancy	17	52,965	$5,311,235.40	$0.00
	CERTIFICATE OF OCCUPANCY TOTAL:	**17**	**52,965**	**$5,311,235.40**	**$0.00**
Demolition (Residentiall)	Demolition	2	2,644	$15,000.00	$671.41
	DEMOLITION (RESIDENTIALL) TOTAL:	**2**	**2,644**	**$15,000.00**	**$671.41**
Dock & Seawalls (Residential)	Docks	3	0	$171,500.00	$1,972.04
	Seawalls	2	0	$200,000.00	$1,783.69
	DOCK & SEAWALLS (RESIDENTIAL) TOTAL:	**5**	**0**	**$371,500.00**	**$3,755.73**
Electrical (Commercial)	Electrical Repairs	9	0	$42,425.00	$2,793.12
	Service-New/Upgrade	1	0	$1,100.00	$171.97
	ELECTRICAL (COMMERCIAL) TOTAL:	**10**	**0**	**$43,525.00**	**$2,965.09**
Electrical (Residential)	Electrical Repairs	25	0	$90,166.49	$2,297.50
	Generator	9	0	$133,285.87	$858.96
	Service-New/Upgrade	10	0	$52,502.20	$919.00
	ELECTRICAL (RESIDENTIAL) TOTAL:	**44**	**0**	**$275,954.56**	**$4,075.46**
Engineering	Fence-Non-Residential	3	7,744	$168,400.00	$2,715.65
	Fence-Residential	30	4,717	$169,536.71	$2,637.00
	Paver/Patio/Driveway/Seal Coat/Restripe-Commercial	1	300	$4,500.00	$302.02
	Paver/Patio/Driveway/Seal Coat-Residential	10	10,391	$118,367.20	$879.00
	Right of Way	5	6,382	$0.00	$0.00
	ENGINEERING TOTAL:	**49**	**29,534**	**$460,803.91**	**$6,533.67**
Fire	Fire Alarm System	3	3,313	$11,224.00	$769.83
	Fire Sprinkler System	2	6,113	$33,080.00	$1,781.45
	Fire Suppression	2	200	$3,700.00	$279.44
	Fire-Special Events-Tent	4	14,400	$39,160.00	$542.88
	FIRE TOTAL:	**11**	**24,026**	**$87,164.00**	**$3,373.60**
Gas (Commercial)	Gas Lines	1	0	$3,500.00	$308.72

** Click the + symbol next to Permit Work Class Name while in the browser to see Permit details for that Work Class.*

PERMIT ISSUANCE SUMMARY (10/01/2026 TO 10/31/2026)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	GAS (COMMERCIAL) TOTAL:	**1**	**0**	**$3,500.00**	**$308.72**
Gas (Residential)	Gas Lines	4	0	$6,500.00	$367.60
	Gas Tanks	3	0	$11,576.00	$275.70
	Generator	1	0	$22,842.00	$91.90
	GAS (RESIDENTIAL) TOTAL:	**8**	**0**	**$40,918.00**	**$735.20**
Mechanical (Commercial)	Mechanical New	4	0	$151,915.00	$2,610.04
	Mechanical Repair/Replace	7	0	$51,451.00	$2,873.87
	MECHANICAL (COMMERCIAL) TOTAL:	**11**	**0**	**$203,366.00**	**$5,483.91**
Mechanical (Residential)	Mechanical Repair/Replace	60	0	$566,932.37	$5,799.00
	MECHANICAL (RESIDENTIAL) TOTAL:	**60**	**0**	**$566,932.37**	**$5,799.00**
Plumbing (Commercial)	Plumbing Repairs/Replace	2	0	$27,400.00	$789.82
	PLUMBING (COMMERCIAL) TOTAL:	**2**	**0**	**$27,400.00**	**$789.82**
Plumbing (Residential)	Plumbing Repairs/Replace	24	0	$79,920.36	$2,205.60
	PLUMBING (RESIDENTIAL) TOTAL:	**24**	**0**	**$79,920.36**	**$2,205.60**
Pool (Residential)	In Ground	13	10,300	$928,819.00	$10,505.95
	POOL (RESIDENTIAL) TOTAL:	**13**	**10,300**	**$928,819.00**	**$10,505.95**
Sign	Monument	1	32	$10,000.00	$269.32
	Sign - Face Change	1	5	$4,500.00	$302.02
	Temporary Sign/Banner	5	88	$6,640.00	$981.90
	Wall Mounted	4	203	$10,150.00	$879.16
	SIGN TOTAL:	**11**	**328**	**$31,290.00**	**$2,432.40**
Solar (Residential)	Solar	1	0	$40,846.00	$91.90
	SOLAR (RESIDENTIAL) TOTAL:	**1**	**0**	**$40,846.00**	**$91.90**
Tree Removal	Tree Removal Commercial	1	0	$0.00	$0.00
	Tree Removal Residential	8	0	$0.00	$294.00
	TREE REMOVAL TOTAL:	**9**	**0**	**$0.00**	**$294.00**
	GRAND TOTAL:	**439**	**345,500**	**$17,263,167.91**	**$197,965.05**

** Click the + symbol next to Permit Work Class Name while in the browser to see Permit details for that Work Class.*

Social Media Followers as of Nov. 2, 2026 (+/- change from prior report)				
Facebook	**Nextdoor**	**Instagram**	**X**	**Threads**
32,740 (+132)	16,482 (+360)	7,658 (+169)	4,786 (-3)	1,302 (+5)

Top 3 Facebook Posts in October 2026				
Topic	**Views**	**Interactions***	**Shares**	**Link Clicks**
Flyer about parking permits moving to ParkVolusia	34,013	183	71	208
Video on Oct. 1 FCC solid waste pickup launch date	27,072	410	79	--
Preview for Oct. 27 City Commission meeting	20,453	62	20	25

Bottom 3 Facebook Posts in October 2026				
Topic	**Views**	**Interactions***	**Shares**	**Link Clicks**
Red Ribbon Week: Talking to teens about drugs	867	5	0	--
Granicus agenda software service disruption	973	2	0	7
Red Ribbon Week: Be a Hero. Stay Drug Free.	1,350	3	1	--

Public Meeting Traffic in October 2026				
Total Page Views	**Total Visits**	**Total Unique Visitors**	**Streaming Device Used**	
17,377	3,138	1,957	Desktop 93%	Mobile 7%
Most Watched Meetings (Views)		**Source (Views)**	**Visitors by Location (Views)**	
1. Oct. 27 City Commission (478)		1. Direct link (13,304)	1. NSB (2,405)	6. Miami (97)
2. Oct. 13 City Commission (334)		2. City website (3,388)	2. Edgewater (280)	7. Port Orange (62)
3. Oct. 1 E-bikes (223)		3. City intranet (322)	3. Orlando (189)	8. Atlanta (46)
4. Oct. 21 Turnbull Creek Land Preservation Comm. (143)		4. Facebook (105)	4. Daytona Beach (173)	9. Columbus (42)
5. Oct. 14 Historic Preservation Commission (137)		5. Google search (65)	5. Ashburn (143)	10. Independence (37)

**This represents the number of post likes or reactions, saves, comments, and shares minus the number of deleted or removed interactions.*

From:	Nicole Harpstreit
To:	Kosorok, Tammy
Cc:	Cowper, Kevin; Efren Chavez; Debbie Simmons
Subject:	Requested NSBU Monthly Capacity Metrics - October 2026
Date:	Monday, November 9, 2026 12:55:22 PM
Attachments:	image001.png

CAUTION: EXTERNAL EMAIL

Tammy,

Forwarding the requested NSBU monthly capacity metrics for October 2026.

Electric

Peak (MW)	% of Available Capacity
95 MW	**84.8**%

Water

Demand (MGD)	% Treatment Capacity
5.404	**52**%

Wastewater

TMADF (MGD)	% Treatment Capacity
4.413	**58**%

Definitions:
MGD = Millions of Gallons per Day
TMADF = 3 Month (*max over last 12-months*) Average Day Flow
(this is the flow that our capacity available is determined on with FDEP)
Water Plant Permit Capacity = 10.368 MGD
Wastewater Plant Permit Capacity = 7.0 MGD

Thank you,

Nicole Harpstreit | Executive Office Manager
New Smyrna Beach Utilities
Phone 386-424-3061 | Email nharpstreit@nsbufl.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications, and email addresses, sent to or from the Utilities Commission, City of New Smyrna Beach are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error, please notify the Utilities Commission, City of New Smyrna Beach immediately by replying to the message and deleting it from your computer. Thank you.

THE CITY OF NEW SMYRNA BEACH - FINANCE

RESOLUTION NO. 40-26: CONSIDER THE ADOPTION OF RESOLUTION NO. 40-26, WHICH, IF ADOPTED, WOULD AMEND THE FY2025-26 BUDGET.

November 17, 2026

Background:

Pursuant to Florida Statute 129.06, the city may amend its budget within 60 days after fiscal year-end (by November 30). This final amendment for Fiscal Year 2025–2026 updates the budget to reflect actual revenues and reallocates increases or decreases across a variety of expense categories, primarily unassigned fund equity. In total, the Fiscal Year 2025-2026 budget will increase by $3,678,248. Approve Resolution No. 40-26 to amend the FY 2025-2026 budget.

Fiscal Analysis:

The Fiscal Year 2025-2026 budget will increase by $3,678,248. The total amended budget for FY 2026 is $238,578,164.

Strategic Plan Item:

No

Staff Report Created By: JoAnne Drury - Finance Director

Attachments:

Resolution No. 40-26 Budget Amendment FY 2025-2026.pdf

RESOLUTION NO. 40-26

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, AMENDING THE BUDGET FOR THE FISCAL YEAR 2025-2026 TO REVISE REVENUES, OPERATING EXPENDITURES, TRANSFERS, AND CAPITAL EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Resolution No. 31-25, which adopted the budget for the City of New Smyrna Beach for the Fiscal Year 2025-2026, and was amended by Resolution No 41-25, 03-26, 08-26, and 32-26, is hereby amended in order to provide for adjustments in revenues and expenditures.

SECTION 2. That portion of Section 1 of Resolution No. 32-26 reflecting estimated revenues, operating expenditures, transfers, and capital expenditures is hereby amended by increasing or decreasing certain funds identified.

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

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

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 11/9/2026

Exhibit "A"

ADOPTED BUDGET FISCAL YEAR 2025-2026

FUND	ADOPTED BUDGET RES 31-25	RES 41-25	RES 03-26	RES 08-26	RES 32-26	RES 40-26	TOTAL AMENDED BUDGET
001 GENERAL FUND	$ 76,646,231	$ -	$ 236,625	$ 6,153,759	$ 3,187,242	$ 682,909	$ 86,906,766
003 BRANNON CENTER FUND	$ 730,690	$ -	$ -	$ 19,799	$ -	$ -	$ 750,489
004 GOLF COURSE FUND	$ 1,989,506	$ -	$ 544,599	$ -	$ -	$ 328,632	$ 2,862,737
101 STORMWATER FUND	$ 8,273,992	$ -	$ -	$ 2,863,263	$ 3,524,912	$ 1,199,226	$ 15,861,393
103 SPECIAL LAW ENFORCEMENT TRUST FUND	$ 237,015	$ -	$ -	$ 14,387	$ -	$ -	$ 251,402
104 AIRPORT FUND	$ 5,867,778	$ -	$ -	$ 150,657	$ 106,594	$ -	$ 6,125,029
105 POLICE IMPACT FEE FUND	$ 1,275,333	$ -	$ -	$ 76,110	$ 4,972	$ -	$ 1,356,415
106 FIRE IMPACT FEE FUND	$ 1,233,745	$ -	$ -	$ 34,785	$ 5,742	$ -	$ 1,274,272
107 RECREATION IMPACT FEE FUND	$ 1,781,022	$ -	$ -	$ 704,210	$ 8,889	$ -	$ 2,494,121
109 TRANSPORTATION IMPACT FEE FUND	$ 6,061,000	$ -	$ -	$ 255,459	$ 21,642	$ -	$ 6,338,101
113 BUILDING AND INSPECTION FUND	$ 3,842,409	$ -	$ -	$ -	$ 987,906	$ 353,300	$ 5,183,615
114 TREE FUND	$ 120,304	$ -	$ 12,000	$ 463,146	$ 58,195	$ -	$ 653,645
115 PARKING FUND	$ 5,460,320	$ -	$ -	$ 850,644	$ (343,731)	$ 157,355	$ 6,124,588
116 OPIOID FUND	$ 128,400	$ -	$ -	$ 7,723	$ -	$ -	$ 136,123
117 HAZARDOUS MITIGATION	$ -	$ -	$ -	$ -	$ 683,958	$ -	$ 683,958
125 COMMUNITY REDEVELOPMENT FUND	$ 10,209,070	$ -	$ 1,007,667	$ -	$ 78,549	$ -	$ 11,295,286
130 ARPA FUND	$ -	$ -	$ -	$ 658,397	$ -	$ -	$ 658,397
204 DEBT SERVICE FUND	$ 560,872	$ -	$ 9,004	$ -	$ -	$ -	$ 569,876
205 DEBT SERVICE FUND (SRF LOAN)	$ -	$ -	$ 103,341	$ -	$ 1,400	$ -	$ 104,741
206 DEBT SERVICE FUND (2021 NOTE)	$ 219,000	$ -	$ 137,883	$ -	$ 31,790	$ -	$ 388,673
207 SRF DEBT SERVICE SINKING FUND	$ 19,999	$ -	$ 119,117	$ -	$ 2,400	$ -	$ 141,516
208 DEBT SERVICE 2005 REV REFUND	$ 469,321	$ -	$ 24,891	$ -	$ -	$ -	$ 494,212
209 DEBT SERVICE GO BOND 2005 (2014) & 2019 FUND	$ 1,391,724	$ -	$ (321,175)	$ -	$ 18,123	$ -	$ 1,088,672
210 2018 CAP IMP REVENUE NOTE FUND	$ 656,692	$ -	$ 50,649	$ -	$ -	$ -	$ 707,341
213 2025 TURNBULL FUND	$ -	$ -	$ 418,000	$ -	$ (1,929)	$ -	$ 416,071
301 TURNBULL CREEK CAPITAL PROJECT FUND	$ 6,493,600	$ -	$ (6,480,256)	$ 10,898	$ -	$ -	$ 24,242
302 CAPITAL PROJECTS FUND	$ 16,239,961	$ (5,070,961)	$ -	$ 14,945,608	$ 202,331	$ 826,433	$ 27,143,372
303 GENERAL OBLIGATION BOND CAPITAL PROJECT FUND	$ 1,124,683	$ -	$ 93,217	$ (22,000)	$ -	$ -	$ 1,195,900
304 AIRPORT CAPITAL FUND	$ 6,290,000	$ -	$ -	$ 334,132	$ (386,738)	$ -	$ 6,237,394
305 POLICE IMPACT FEE CAPITAL PROJECT FUND	$ 1,776,451	$ -	$ -	$ 76,110	$ (105,028)	$ -	$ 1,747,533
306 FIRE IMPACT FEE CAPITAL PROJECT FUND	$ 1,481,301	$ -	$ -	$ 34,785	$ (87,758)	$ -	$ 1,428,328
307 RECREATION IMPACT FEE CAPITAL PROJECT FUND	$ 2,356,552	$ -	$ -	$ 704,210	$ (238,761)	$ -	$ 2,822,001
309 TRANSPORTATION IMPACT FEE CAPITAL PROJECT FUND	$ 6,773,135	$ -	$ -	$ 255,459	$ (324,664)	$ -	$ 6,703,930
311 STORMWATER CAPITAL PROJECT FUND	$ 14,406,600	$ -	$ -	$ (4,550,460)	$ 20,000	$ 13,990	$ 9,890,130
312 EQUIPMENT CAPITAL FUND	$ -	$ 5,070,961	$ -	$ 286,063	$ 470,195	$ 9,887	$ 5,837,106
313 TURNBULL GO BOND CAPITAL PROJECT FUND	$ -	$ -	$ 6,000,000	$ (400,000)	$ (8,000)	$ 4,235	$ 5,596,235
405 SANITATION FUND	$ 12,942,967	$ -	$ -	$ 1,352,303	$ 28,030	$ 48,819	$ 14,372,119
408 CITY MARINA FUND	$ 484,610	$ -	$ -	$ (28,588)	$ -	$ -	$ 456,022
501 FLEET MANAGEMENT FUND	$ 1,963,540	$ -	$ -	$ 103,494	$ 135,917	$ 53,462	$ 2,256,413
TOTAL ALL FUNDS	**$ 199,507,823**	**$ -**	**$ 1,955,562**	**$ 25,354,353**	**$ 8,082,178**	**$ 3,678,248**	**$ 238,578,164**

EXHIBIT A DETAIL

STAFF RECOMMENDED ADJUSTMENTS

FUND	ORG	OBJ	PROJECT	PROJECT NAME	ACCOUNT DESCRIPTION	AMENDED BUDGET	ADJUSTMENT	REVISED	DESCRIPTION
TOTAL 001 GENERAL FUND									
001	00130000	312510			FIRE INS PREMIUM TAX	(482,939.00)	(110,745.00)	(593,684.00)	TRUE UP REVENUES TO ACTUAL
001	00130000	313401			FRANCHISE FEE GAS	(231,868.00)	(7,300.00)	(239,168.00)	TRUE UP REVENUES TO ACTUAL
001	00130000	313601			FRANCHISE FEE SEWER	(726,617.00)	(23,300.00)	(749,917.00)	TRUE UP REVENUES TO ACTUAL
001	00130000	313803			FRANCHISE FEE WASTE PRO	(638,255.00)	(33,200.00)	(671,455.00)	TRUE UP REVENUES TO ACTUAL
001	00130000	314101			PUBLIC SERVICE TAX	(3,258,000.00)	(150,027.00)	(3,408,027.00)	TRUE UP REVENUES TO ACTUAL
001	00130000	314404			UTILITY TAX GAS	(290,000.00)	(18,180.00)	(308,180.00)	TRUE UP REVENUES TO ACTUAL
001	00130000	331528			NATURAL DISASTER REIMBURSE	(2,260,526.00)	(340,157.00)	(2,600,683.00)	TRUE UP REVENUES TO ACTUAL
						TOTAL REVENUES	(682,909.00)		
001	00159100	599015			UNASSIGNED FUND EQUITY	9,012,673.00	682,909.00	9,695,582.00	TRUE UP REVENUES TO ACTUAL
						TOTAL EXPENDITURES	682,909.00		
TOTAL 004 GOLF COURSE									
004	00430000	347212			GREENS FEES	(950,000.00)	(249,600.00)	(1,199,600.00)	TRUE UP REVENUES TO ACTUAL
004	00430000	347213			DRIVING RANGE	(50,000.00)	(44,600.00)	(94,600.00)	TRUE UP REVENUES TO ACTUAL
004	00430000	347215			MEMBERSHIP ANNUAL FEES	(215,000.00)	(10,490.00)	(225,490.00)	TRUE UP REVENUES TO ACTUAL
004	00430000	347222			CART RENTALS	(450,000.00)	30,506.00	(419,494.00)	TRUE UP REVENUES TO ACTUAL
004	00430000	347225			TOURNAMENT INCOME	(10,000.00)	(10,920.00)	(20,920.00)	TRUE UP REVENUES TO ACTUAL
004	00430000	347226			MERCHANDISE SALES	(88,000.00)	2,159.00	(85,841.00)	TRUE UP REVENUES TO ACTUAL
004	00430000	347901			CC PROCESSING FEES	-	(48,900.00)	(48,900.00)	TRUE UP REVENUES TO ACTUAL
004	00430000	369911			RESTAURANT FOOD SALES	(2,000.00)	371.00	(1,629.00)	TRUE UP REVENUES TO ACTUAL
004	00430000	369915			VENDING SALES	(8,000.00)	5,213.00	(2,787.00)	TRUE UP REVENUES TO ACTUAL
004	00430000	369916			REBATES	-	(2,371.00)	(2,371.00)	TRUE UP REVENUES TO ACTUAL
						TOTAL REVENUES	(328,632.00)		
004	00459100	599015			UNASSIGNED FUND EQUITY	407,644.00	328,632.00	736,276.00	TRUE UP REVENUES TO ACTUAL
						TOTAL EXPENDITURES	328,632.00		
TOTAL 101 STORMWATER FUND									
101	10130000	389101			APPROPRIATED FUND EQUITY	(5,890,373.00)	214,367.00	(5,676,006.00)	TRUE UP REVENUES TO ACTUAL
101	10130000	331502	21HMP		FEMA GRANTS	(181,662.00)	(37,823.00)	(219,485.00)	TRUE UP REVENUES TO ACTUAL
101	10130000	331502	HM373		FEMA GRANTS	(913,733.00)	(966,769.00)	(1,880,502.00)	TRUE UP REVENUES TO ACTUAL
101	10130000	366915	HM373		HMP HOMEOWNER CONTRIBUT	(355,221.00)	(194,634.00)	(549,855.00)	TRUE UP REVENUES TO ACTUAL
101	10130000	389101	HM373		APPROPRIATED FUND EQUITY	(145,261.00)	(214,367.00)	(359,628.00)	TRUE UP REVENUES TO ACTUAL
						TOTAL REVENUES	(1,199,226.00)		
101	10153801	583006	HM373		OTHER GRANTS AND AIDS	1,299,587.00	1,375,770.00	2,675,357.00	TRUE UP REVENUES TO ACTUAL
101	10159100	599015			UNASSIGNED FUND EQUITY	2,682,536.00	(176,544.00)	2,505,992.00	TRUE UP REVENUES TO ACTUAL
						TOTAL EXPENDITURES	1,199,226.00		
TOTAL 113 BUILDING & INSPECTION FUND									
113	11330000	322101			BUILDING PERMITS	(2,938,242.00)	(303,500.00)	(3,241,742.00)	TRUE UP REVENUES TO ACTUAL
113	11330000	322801			FIRE INSPECTION	(72,500.00)	(38,000.00)	(110,500.00)	TRUE UP REVENUES TO ACTUAL
113	11330000	361101			INTEREST EARNINGS	(20,000.00)	(11,800.00)	(31,800.00)	TRUE UP REVENUES TO ACTUAL
						TOTAL REVENUES	(353,300.00)		
113	11359100	599015			UNASSIGNED FUND EQUITY	417,039.00	353,300.00	770,339.00	TRUE UP REVENUES TO ACTUAL
						TOTAL EXPENDITURES	353,300.00		
TOTAL 115 PARKING FUND									
115	11530000	344500			PARKING PERMIT REVENUE	(19,000.00)	200.00	(18,800.00)	TRUE UP REVENUES TO ACTUAL
115	11530000	344501			PARKING LOTS	(1,000,000.00)	(87,000.00)	(1,087,000.00)	TRUE UP REVENUES TO ACTUAL
115	11530000	344502			BOAT RAMP REVENUE	(210,560.00)	(29,800.00)	(240,360.00)	TRUE UP REVENUES TO ACTUAL
115	11530000	344503			PARKING LOTS - NON TAX	-	(9,960.00)	(9,960.00)	TRUE UP REVENUES TO ACTUAL
115	11530000	347901			CC PROCESSING FEES	-	(11,835.00)	(11,835.00)	TRUE UP REVENUES TO ACTUAL
115	11530000	361101			INTEREST EARNINGS	(89,000.00)	(18,960.00)	(107,960.00)	TRUE UP REVENUES TO ACTUAL
						TOTAL REVENUES	(157,355.00)		
115	11559100	599015			UNASSIGNED FUND EQUITY	4,661,455.00	157,355.00	4,818,810.00	TRUE UP REVENUES TO ACTUAL
						TOTAL EXPENDITURES	157,355.00		
TOTAL 130 ARPA FUND									
130								-	
						TOTAL REVENUES	-		
130	13058101	500302	24D14		TRANSFER TO CAPITAL PROJECT	-	506,728.00	506,728.00	TRANSFER FUNDS TO FUND 302
130	13054101	563203	24D14		CAPITAL- INFRASTRUCTURE	506,728.00	(506,728.00)	-	TRANSFER FUNDS TO FUND 302
130						-		-	
						TOTAL EXPENDITURES	-		

EXHIBIT A DETAIL

STAFF RECOMMENDED ADJUSTMENTS

FUND	ORG	OBJ	PROJECT	PROJECT NAME	ACCOUNT DESCRIPTION	AMENDED BUDGET	ADJUSTMENT	REVISED	DESCRIPTION
TOTAL 302 CAPITAL PROJECTS FUND									
302	30230000	381130	24D14		TRANSFER FROM ARPA FUND	-	(506,728.00)	(506,728.00)	TRANSFER FUNDS FROM FUND 130
302	30230000	361101			INTEREST EARNINGS	(200,000.00)	(15,000.00)	(215,000.00)	TRUE UP REVENUES TO ACTUAL
302	30230000	331502	21RFP		FEMA GRANTS	-	(128,887.00)	(128,887.00)	TRUE UP REVENUES TO ACTUAL
302	30230000	389101			APPROPRIATED FUND EQUITY	(917,486.00)	(175,818.00)	(1,093,304.00)	TRUE UP REVENUES TO ACTUAL
						TOTAL REVENUES	(826,433.00)		
302	30254101	546201	24D14		REPAIR & MAINTAINANCE	3,267,498.00	506,728.00	3,774,226.00	TRANSFER FUNDS FROM FUND 130
302	30259100	599015			UNASSIGNED FUND EQUITY	704,438.00	319,705.00	1,024,143.00	TRUE UP REVENUES TO ACTUAL
						TOTAL EXPENDITURES	826,433.00		
TOTAL 311 STORMWATER CAPITAL PROJECT FUND									
311	31130000	361101			INTEREST EARNINGS	(20,000.00)	(13,990.00)	(33,990.00)	TRUE UP REVENUES TO ACTUAL
						TOTAL REVENUES	(13,990.00)		
311	31159100	599015			UNASSIGNED FUND EQUITY	118,320.00	13,990.00	132,310.00	TRUE UP REVENUES TO ACTUAL
						TOTAL EXPENDITURES	13,990.00		
TOTAL 312 EQUIPMENT CAPITAL FUND									
312	31230000	361101			INTEREST EARNINGS	(25,000.00)	(9,887.00)	(34,887.00)	TRUE UP REVENUES TO ACTUAL
						TOTAL REVENUES	(9,887.00)		
312	31259100	599015			UNASSIGNED FUND EQUITY	12,928.00	9,887.00	22,815.00	TRUE UP REVENUES TO ACTUAL
						TOTAL EXPENDITURES	9,887.00		
TOTAL 313 TURNBULL GO BOND CAPITAL PROJECT FUND									
313	31330000	361101			INTEREST EARNINGS	(92,000.00)	(4,235.00)	(96,235.00)	TRUE UP REVENUES TO ACTUAL
						TOTAL REVENUES	(4,235.00)		
313	31359100	599015			UNASSIGNED FUND EQUITY	-	4,235.00	4,235.00	TRUE UP REVENUES TO ACTUAL
						TOTAL EXPENDITURES	4,235.00		
TOTAL 405 SANITATION FUND									
405	40530000	343401			SOLID WASTE/GARBAGE REVEN	(10,565,623.00)	(44,333.00)	(10,609,956.00)	TRUE UP REVENUES TO ACTUAL
405	40530000	343411			SPECIAL GARBAGE BILLINGS	(52,500.00)	11,913.00	(40,587.00)	TRUE UP REVENUES TO ACTUAL
405	40530000	361101			INTEREST EARNINGS	(67,192.00)	(12,989.00)	(80,181.00)	TRUE UP REVENUES TO ACTUAL
405	40530000	366990			REIMBURSEMENT	(34,098.00)	(3,410.00)	(37,508.00)	TRUE UP REVENUES TO ACTUAL
						TOTAL REVENUES	(48,819.00)		
405	40559100	599015			UNASSIGNED RESERVES	1,516,048.00	48,819.00	1,564,867.00	TRUE UP REVENUES TO ACTUAL
						TOTAL EXPENDITURES	48,819.00		
TOTAL 501 FLEET MANAGEMENT FUND									
501	50130000	361101			INTEREST EARNINGS	(3,674.00)	(1,048.00)	(4,722.00)	TRUE UP REVENUES TO ACTUAL
501	50130000	399101			REVENUE PARTS	(283,019.00)	7,386.00	(275,633.00)	TRUE UP REVENUES TO ACTUAL
501	50130000	399102			REVENUE GAS AND OIL	(811,954.00)	(13,600.00)	(825,554.00)	TRUE UP REVENUES TO ACTUAL
501	50130000	399103			FLEET CHARGES	(589,038.00)	(13,700.00)	(602,738.00)	TRUE UP REVENUES TO ACTUAL
501	50130000	399108			REVENUE OUTSIDE REPAIRS	(396,815.00)	(27,200.00)	(424,015.00)	TRUE UP REVENUES TO ACTUAL
501	50130000	399202			REVENUE GAS/OIL MARKUP	(31,027.00)	(5,300.00)	(36,327.00)	TRUE UP REVENUES TO ACTUAL
						TOTAL REVENUES	(53,462.00)		
501	50159100	599015			UNASSIGNED FUND EQUITY	265,123.00	53,462.00	318,585.00	TRUE UP REVENUES TO ACTUAL
						TOTAL EXPENDITURES	53,462.00		

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER THE APPROVAL OF THE SOUTHEAST VOLUSIA CHAMBER OF COMMERCE MEMORANDUM OF UNDERSTANDING TO PURSUE AN ECHO GRANT IN 2028.

November 17, 2026

Background:

The City of New Smyrna Beach owns the historic property located at 115 Canal Street, which is leased to and occupied by the Southeast Volusia Chamber of Commerce under a 29-year lease agreement executed in 2025. In accordance with Section 2, "Rental," of the lease agreement, the lease establishes a partnership between the City and the Chamber to pursue capital improvements to the building, develop a building development and improvement plan, and seek grant funding for eligible improvements. The property is designated by the City as a historic property and received ECHO Grant funding in 2009.

The proposed Memorandum of Understanding (MOU) establishes a cooperative planning framework between the City and the Chamber for the development of an eligible capital improvement project and the anticipated submission of an application to the Volusia County Environmental, Cultural, Historic and Outdoor Recreation (ECHO) Grant Program during the 2028 grant cycle. Under the MOU, the City would serve as the property owner and grant applicant, while the Chamber would lead development of the vision, assist with identifying and prioritizing improvements, provide information needed for the application, and pay for necessary pre-application professional services.

Potential improvements to be evaluated may include accessibility and vertical access, plumbing and electrical upgrades, fire and life-safety improvements, technology infrastructure, additional or reconfigured community and office space, and structural improvements. The final project scope would be developed through professional assessment and would remain subject to ECHO requirements, applicable historic-preservation standards, the existing lease agreement, and all required governmental approvals.

The MOU does not guarantee grant eligibility or funding, authorize construction, appropriate City funds, or commit the City to provide a financial contribution. Any future City funding, project implementation, procurement, construction, or grant-related agreement would require separate authorization and approval, as applicable. If ECHO funding is awarded, the parties would enter into additional agreements defining project management, match responsibilities, procurement, construction administration, reimbursement, reporting, maintenance, and other grant obligations.

Fiscal Analysis:
There are no City funds committed in accordance with this memorandum of understanding.

Strategic Plan Item:
No

Staff Report Created By: Jesse Kobe

Attachments:

261021 MOU City NSB Echo SF Signed.pdf

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF NEW SMYRNA BEACH AND THE SOUTHEAST VOLUSIA CHAMBER OF COMMERCE

Volusia ECHO Grant Planning and Application – 115 Canal Street

This Memorandum of Understanding ("MOU") is entered into by and between the City of New Smyrna Beach, a Florida municipal corporation ("City"), and the New Smyrna Beach-Edgewater-Oak Hill Chamber of Commerce, Inc., d/b/a Southeast Volusia Chamber of Commerce, a Florida not-for-profit corporation ("Chamber"). The City and Chamber may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, The City owns the real property and improvements located at 115 Canal Street, New Smyrna Beach, Florida (the "Premises"), which are leased to and occupied by the Chamber.

WHEREAS, The Parties entered into a twenty-nine (29) year Lease Agreement in 2025 governing the Chamber's use of the Premises.

WHEREAS, The Lease establishes the relationship between the City and Chamber to maintain and restore the Premises' historical nature, design, and function; pursue capital improvements, including grants, services, and matching funds; create a building development and improvement plan; and seek grant funding throughout the lease term.

WHEREAS, The Premises are designated by the City as a Historic Property and are located within the Historic Overlay Zone.

WHEREAS, The Chamber will form an SEV Community Foundation, a 501(c)(3) organization, to support the work of the Chamber, pursue charitable and grant resources where appropriate, and support fundraising and a future capital campaign for improvements to the Premises.

WHEREAS, The Parties have discussed the City's ECHO project schedule and have agreed to work cooperatively toward a City application to the Volusia County Environmental, Cultural, Historic and Outdoor Recreation ("ECHO") Grants-in-Aid Program for the Premises building during the 2028 grant cycle, with planning targeted toward the anticipated June 2028 application period, subject to the then-current ECHO calendar and requirements.

WHEREAS, The Parties desire to memorialize their respective roles and responsibilities for planning, preparing, submitting, and, if awarded, implementing an ECHO-funded project at the Premises.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose. The purpose of this MOU is to establish a coordinated framework for development of an ECHO-eligible capital improvement project for the Premises and to confirm the Parties' intent for the City to serve as the applicant for the project in the 2028 ECHO grant cycle. This MOU is intended to supplement, not replace or amend, the existing Lease Agreement.

2. Target ECHO Application. The City will plan to submit an ECHO Grants-in-Aid application for eligible improvements to the Premises during the 2028 ECHO grant cycle. The Parties currently anticipate preparing for a June 2028 application milestone based on their planning discussions. Because Volusia County establishes the ECHO calendar annually, the actual workshop, draft application, final application, review, and award dates will be governed by the 2028 ECHO calendar and guidebook.

3. City as Applicant and Property Owner. The City will serve as the ECHO applicant and project property owner for purposes of the contemplated 2028 application. The City will be responsible for authorizing and submitting the application, providing City-controlled ownership and property documentation, executing

certifications required of the applicant, and coordinating required City approvals. Nothing in this MOU guarantees that the project will be eligible, scored, recommended, or funded by Volusia County.

4. Chamber Planning Responsibilities. The Chamber, through its Building & Legacy Task Force and staff, will lead development of the programmatic vision for the building and will work with the City to identify, evaluate, and prioritize repairs, renovations, accessibility improvements, building systems, space needs, technology, and other capital improvements. The Chamber will provide the City with information reasonably needed to prepare the ECHO application, including the intended public/community use of the facility, Chamber programming, project need, anticipated community benefit, fundraising plans, and supporting documentation within the Chamber's control.

5. Preliminary Project Scope. The Parties will jointly evaluate a project scope that preserves the building's historic character while improving its long-term functionality, accessibility, safety, and public benefit. Items for evaluation may include ADA accessibility and vertical access; hot water and plumbing improvements; electrical capacity and modernization; fire and life-safety improvements, including evaluation of a sprinkler system; technology and communications infrastructure; additional or reconfigured office, meeting, member, and community space; building envelope and structural needs; and other improvements identified through professional assessment. Inclusion in this preliminary list does not represent a determination that any item is ECHO-eligible.

6. ECHO Eligibility and Project Development. The Parties will develop the project in accordance with the ECHO rules in effect for the 2028 cycle. Based on the current 2026 ECHO program, municipal governments within Volusia County are eligible applicants; ECHO supports acquisition, restoration, construction, and improvement of environmental, cultural, historic, and outdoor recreation facilities for public access and use; applicants are subject to an organization-wide limit on open ECHO projects; and the application process requires project, financial, match, design, feasibility, operational, and other supporting documentation. The Parties acknowledge that these requirements may change before 2028 and agree to use the then-current ECHO Guidebook and application as controlling guidance.

7. Public Benefit and Historic Character. The Parties will work together to articulate and document how the proposed improvements will enhance the Premises as a historic community asset and improve its ability to serve Chamber members, businesses, residents, visitors, partner organizations, and the broader Southeast Volusia community. Any proposed alteration will be developed consistent with the Lease requirement that improvements not diminish the historic character of the building and will be subject to applicable governmental approvals.

8. Professional Assessments, Plans, and Cost Estimates. The Parties will determine what professional services are necessary to support a competitive application, which may include architectural, engineering, accessibility, code, life-safety, structural, historic-preservation, technology, cost-estimating, feasibility, and other services. Responsibility for procuring and paying for pre-application professional services will be paid for by the Chamber and in accordance with applicable law, procurement requirements, and funding availability.

9. Match and Capital Campaign. The Parties will jointly develop a funding strategy for the required ECHO match and for project costs not covered by an ECHO award. The Chamber may use the SEV Community Foundation, a capital campaign, private donations, sponsorships, grants, and other lawful sources to support the project and match, subject to ECHO requirements. Any City financial contribution, appropriation, or commitment of public funds is subject to separate approval by the New Smyrna Beach City Commission and applicable budget and procurement requirements. The City does not make any financial commitment under this MOU.

10. ECHO Project Capacity and Timing. The Parties acknowledge that the current ECHO program limits an applicant to no more than three open projects at one time. The City will manage its ECHO project portfolio and will use reasonable efforts to preserve capacity for the contemplated Premises application in the 2028

cycle, consistent with the City's adopted priorities, legal obligations, and the ECHO rules then in effect. The Parties will promptly communicate if another City project, an existing grant restriction, or a change in ECHO policy could affect the anticipated timing.

11. Application Coordination. No later than a mutually agreed date in advance of the 2028 ECHO cycle, the Parties will identify primary project contacts and establish a working schedule for scope development, professional assessments, conceptual plans, cost estimates, match documentation, public-use narrative, required workshops or meetings, draft application review, City approvals, and final submission. The City will be the official point of submission to Volusia County unless the Parties later agree otherwise in writing.

12. Grant Administration if Awarded. If ECHO funding is awarded, the Parties will enter into any additional agreements necessary to define project management, procurement, construction administration, reimbursement procedures, match responsibilities, reporting, maintenance, public-access obligations, restrictive covenants, recognition/signage, and other grant conditions. The Chamber will cooperate with the City in complying with grant requirements applicable to its occupancy and use of the Premises.

13. Consistency with Lease. All planning and improvements remain subject to the Lease Agreement. Structural or substantial changes require the City's prior written consent, plans and specifications must receive required governmental approvals before work begins, and permanent improvements become part of the Premises and property of the City as provided in the Lease. The Chamber will continue to comply with the Lease provisions concerning grants and will not take action that could jeopardize existing or future grant funding.

14. No Guarantee of Funding; Future Approvals. This MOU reflects the Parties' present intent to collaborate toward a 2028 ECHO application. It does not constitute an ECHO award, guarantee of eligibility or funding, construction authorization, appropriation of City funds, procurement award, or commitment to proceed with any specific improvement. All such actions remain subject to applicable law, ECHO requirements, available funding, and required approvals.

15. Term and Modification. This MOU will become effective on the date of the last signature below and will remain in effect through completion of the 2028 ECHO application process, unless extended, replaced, or terminated by written agreement of the Parties. This MOU may be modified only by a written instrument approved and signed by authorized representatives of both Parties.

16. Non-Binding Planning Framework. Except to the extent a provision restates an existing obligation under the Lease Agreement, this MOU is intended as a statement of cooperation and planning intent and does not create a debt, financial obligation, or enforceable commitment to appropriate funds. In the event of a conflict between this MOU and the Lease Agreement, the Lease Agreement controls.

AGREED AND ACKNOWLEDGED:

CITY OF NEW SMYRNA BEACH

By: _____
Name/Title: _____
Date: _____

ATTEST:

_____
City Clerk

SOUTHEAST VOLUSIA CHAMBER OF COMMERCE

By: _____
Stephanie Ford, President/CEO
Date: 10-21-2026

Witness:

_____
Name: 10-21-26
Ashley Powers

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER THE APPROVAL OF THE FY 27 COMMUNITY AID GRANT AWARDS FOR FIVE (5) LOCAL NON-PROFIT ORGANIZATIONS.

November 17, 2026

Background:

In FY 2016–2017, the City Commission approved a pilot initiative to support new or expanded services for homeless and disadvantaged individuals and families in New Smyrna Beach, Edgewater, and Oak Hill. The program allocates City funds to eligible 501(c)(3) and nonprofit organizations through a competitive grant application process, subject to Commission approval. This is a direct funding program, not a reimbursement grant. Approved applicants receive grant funding upfront to procure goods and services. Recipients must execute a grant agreement before receiving funds and submit two progress reports during the award period. Failure to comply with grant requirements may result in partial or full repayment of awarded funds.

For FY 2027, the program was renamed the Community Aid Grant to better reflect its broad impact and benefit to the community. The City solicited applications from October 2 - 30, 2026, offering grants of up to $10,000 per organization, not to exceed $50,000 in total funding. On November 9, 2026, an evaluation committee composed of City staff and community members convened to hear presentations from applicants. Following an objective review of proposals and presentations, the committee recommends awarding five (5) grants of $10,000 each to the following organizations:

Cudas UnHooked
Under the Stars Mission
New Smyrna Beach Housing Authority
Early Learning Coalition of Flagler and Volusia
First Presbyterian Church

Staff recommends approval of the five (5) organizations identified by the evaluation committee be awarded the Community Aid Grant funds for FY 2027.

Fiscal Analysis:

This grant program was included in the City Commission's approval of the FY 2027 budget and will be charged to the General Fund. Total budgeted amount is $50,000.

Strategic Plan Item:

No

Staff Report Created By: Jesse Kobe

Attachments:

MFR - FY 2027 Community Aid Grant Recommendations.pdf
Cudas UnHooked Presentation.pdf
Under the Stars Mission Presentation.pdf
Housing Authority of NSB Presentation.pdf
Early Learning Coalition Presentation.pdf
First Presbyterian Church Presentation.pdf
Community Aide Grant Agreement FY 2027.pdf

MEMORANDUM FOR RECORD
November 9, 2026

Subject: Recommendation of Award for Community Aid Grant Program for FY 2027

The Community Aid Grant is a city funded program providing a total of $50,000 in grant funds to local organizations to deliver essential services to individuals experiencing homelessness and socio-economic disadvantages within New Smyrna Beach and Southeast Volusia County. The City received 13 eligible applications for the FY 2027 application cycle.

The grant is awarded based on a scored evaluation process by an evaluation committee, which consisted of five individuals: Samantha Bergeron (CRA and Economic Development Director), Kimberly Jensen (New Smyrna Beach Police Department), Erica Galloway (Advent Health Imaging Department), Patrice Smith (Community Development Block Grant Advisory Board Member), and Olivia Thomas (Risk Manager).

The evaluation committee ranked each application based on its overall program plan, significance, coordination with other organizations, budget, background in providing services, and estimated outcomes for the upcoming year. A public meeting was held on November 9, 2026, in the City Commission Chambers for the evaluation process and presentations.

Based on this process and careful consideration, the Committee recommends awarding $10,000 to each of the five organizations below. These funds are intended to enhance their ability to provide much needed services in our local community.

Applicant Name	Description of Services	Evaluation Committee Score
Cudas UnHooked	At-Risk Student Support Services	99.6 / 100
Under the Stars Mission	Hot Meals & Clothing	97.4 / 100
New Smyrna Beach Housing Authority	Food For Seniors and HMIS Salary	97.2 / 100
Early Learning Coalition of Flagler and Volusia	School Readiness Program Match Funding / Childcare Assistance for Homeless and Disadvantaged Families	92.6 / 100
First Presbyterian Church	Bicycle Ministry, Hot Food, Street Outreach, Bus Passes, Medical Assistance, Short Motel Stays For Homeless After A Medical Discharge	91.6 / 100

PREPARED BY GRANTS MANAGER LARRY WHEATCRAFT



The bridge to success

CUDAS UNHOOKED

Weekend Food Security Initiative

Cortney Lidder, Executive Director
John Buchanan, Colors of Hunger
Nathaniel Welch, Cudas Resident

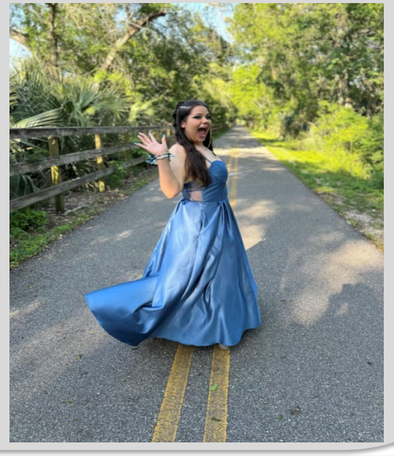
Two programs. One pathway to independence.

CUDA CLUB

Weekly school-based support

- Community-sponsored meals
- Mentors, tutoring and life skills
- Removing barriers





CUDA HOUSE

Supervised residential support

- Capacity for five students
- Food, clothing, etc.
- Safe housing, meals and transportation





A proven investment in local youth

375+

Students served since 2010

90%

Senior graduation and next-step transition rate

$100K+

Scholarships received by on average

1+ year

Postgraduation student tracking





Background & Significance

The bridge to success
CUDAS UNHOOKED

1

Over 3,000

homeless/housing -insecure students reported in Volusia County annually.

2

50 + Names

NSB High reported 50+ homeless/at -risk students to Cudas UnHooked annually.

3

Providing Necessary Support

Food, shelter, clothing, life skill coaching, academic support, financial assistance

4

No State or Federal Funding Received

Cudas UnHooked is supported by the generosity of community donors.

The need is real—and close to home

81%

Live at or BELOW the poverty line

39%

Live in households of 5+



Students and volunteers report repeated requests for additional food. School meals do not cover the weekend.



A weekend bridge to better learning

Friday food packs for eligible New Smyrna Beach high school students

- Nutritious, shelf-stable, easy-to-prepare items
- Discreet, student-centered distribution
- Designed for students without reliable cooking or refrigeration





$10,000 can deliver 750 weekend food packs

25–30

Estimated eligible students

750

Target weekend packs

$9,000 Food packs

$400 Bags, labels, packing

$500 Dietary substitutions

$100 School awareness materials



Help students return Monday ready to learn.

New funding expands support—it does not replace existing school-week services.

Nathaniel Welch | Student perspective

New Smyrna Beach High School / Breakfast — **NOVEMBER 2026**

Mon 2	Tue 3	Wed 4	Thu 5	Fri 6
Sausage Griddle Powdered Donut Holes Iced Vanilla Coffee Iced Caramel Coffee Cinnamon Toast Pineapple Tidbits Apple Juice	Chicken Biscuit Cinnamon Crumble Strawberry Shortcake Parfait Iced Vanilla Coffee Iced Caramel Coffee Cinnamon Toast Peach Cup Orange Citrus Juice	Iced Vanilla Coffee Iced Caramel Coffee Strawberry Pop Tart Cinnamon Muffin Square Cinnamon Toast Mandarin Oranges Apple Juice	Bacon & Cheese Eggstravaganza Strawberry Smoothie Iced Vanilla Coffee Iced Caramel Coffee Biscuit Chocolate Chip Muffin Cinnamon Toast Mixed Fruit Cup Apple Juice	Peach Cobbler Parfait Iced Vanilla Coffee Iced Caramel Coffee French Toast Sticks Cocoa Cherry Bar Cinnamon Toast Cinnamon Applesauce Cup Orange Citrus Juice
Mon 9	**Tue 10**	**Wed 11**	**Thu 12**	**Fri 13**
Pancake Sausage Sandwich Powdered Donut Holes Dreamsicle Smoothie Iced Vanilla Coffee Iced Caramel Coffee Cinnamon Toast Peach Cup Apple Juice	Chicken Biscuit Pineapple Upside Down Cake Parfait Iced Vanilla Coffee Iced Caramel Coffee Mocha Crumble Cinnamon Toast Pear Cup Orange Citrus Juice	No Information Provided **No School**	Bacon Egg & Cheese on a Sweet Bun Strawberry Smoothie Iced Vanilla Coffee Iced Caramel Coffee Banana Bread Cinnamon Toast Mixed Fruit Cup Apple Juice	Peach Cobbler Parfait Iced Vanilla Coffee Iced Caramel Coffee French Toast Sticks Glazed Dunkin Stick Cinnamon Toast Cinnamon Applesauce Cup Orange Citrus Juice
Mon 16	**Tue 17**	**Wed 18**	**Thu 19**	**Fri 20**
Dreamsicle Smoothie Iced Vanilla Coffee Iced Caramel Coffee Chicken and Waffle Sticks Banana Bread Cinnamon Toast Peach Cup Apple Juice	Sausage Biscuit Blueberry Donut Holes Iced Vanilla Coffee Iced Caramel Coffee Strawberry Pop Tart Cinnamon Toast Cinnamon Applesauce Cup Orange Citrus Juice	Pancake Bites Strawberry Shortcake Parfait Iced Vanilla Coffee Iced Caramel Coffee Cinnamon Toast Peach Cup Apple Juice	Bacon Egg & Cheese on a Sweet Bun Strawberry Smoothie Iced Vanilla Coffee Iced Caramel Coffee Mocha Crumble Cinnamon Toast Mixed Fruit Cup Apple Juice	Pineapple Upside Down Cake Parfait Iced Vanilla Coffee Iced Caramel Coffee French Toast Sticks Cinnamon Toast Cinnamon Applesauce Cup Orange Citrus Juice
Mon 23	**Tue 24**	**Wed 25**	**Thu 26**	**Fri 27**
No Information Provided **NO SCHOOL THANKSGIVING BREAK**	No Information Provided	No Information Provided	No Information Provided	No Information Provided
Mon 30				
Powdered Donut Holes Dreamsicle Smoothie Iced Vanilla Coffee Iced Caramel Coffee Cinnamon Toast Pineapple Tidbits Apple Juice				

View more: http://schools.mealviewer.com/school/NewSmyrnaBeachHighSchool
USDA is an equal opportunity provider, employer, and lender.

Allergen Legend 0 Corn · 1 Rice · 2 Celery · 3 Apple · 4 Kiwi · 5 Banana · 6 Food Colorings · 7 Preservatives · 8 MSG · 9 Aspartame · 10 BHT / BHA · 11 Eggs · 12 Fish · 13 Milk · 14 Peanuts · 15 Sesame · 16 Shellfish · 17 Soy · 18 Tree Nuts · 19 Wheat

New Smyrna Beach High School / Lunch — **NOVEMBER 2026**

Mon 2	Tue 3	Wed 4	Thu 5	Fri 6
Tangerine Chicken Cheese Pizza Pepperoni Pizza Grape PBJ Uncrustable Teriyaki Noodles Fortune Cookies Mandarin Oranges Steamed Broccoli Carrots	Cheese Pizza Pepperoni Pizza Energy Pack Buffalo Chicken & Cheese Empanada Frozen Pineapple Wedges Sweet Potato Crinkle Fries Grape Tomatoes	Stuffed Cheese Sticks Chicken Wings Boom Boom Chicken Wrap Biscuit Strawberry and Cream Sidekick Peach Cup Green Beans w/Bacon Cucumber & Tomato Dippers	Cheese Sauce Beef Nachos Chicken Sandwich Spicy Chicken Sandwich Tortilla Chips Rolls Cobb Salad Secondary Cinnamon Applesauce Cup Cheesey Refried Beans Celery Sticks	Cheezy Hotz Chicken Cheese Pizza Pepperoni Pizza Rolls Tortilla Chips Taco Salad Strawberry-Kiwi Slushie Pear Cup Steamed Broccoli Grape Tomatoes
Mon 9	**Tue 10**	**Wed 11**	**Thu 12**	**Fri 13**
Chicken Sandwich Spicy Chicken Sandwich Cheese Pizza Pepperoni Pizza Grape PBJ Uncrustable Pear Cup Potato Smiles Grape Tomatoes	Soutwest Egg Roll Cheese Pizza Four Meat Pizza Boom Boom Chicken Wrap Strawberry and Cream Sidekick Peach Cup Steamed Broccoli Carrots	No Information Provided **No School**	Beef Nachos Cheese Pizza Pepperoni Pizza Tortilla Chips Rolls Cinnamon Applesauce Cup Cheesey Refried Beans Celery Sticks	Chicken Alfredo Cheese Pizza Texas Toast Tortilla Chips Taco Salad Mandarin Oranges Carrots
Mon 16	**Tue 17**	**Wed 18**	**Thu 19**	**Fri 20**
Macaroni & Cheese Chicken Sandwich Spicy Chicken Sandwich Grape PBJ Uncrustable Texas Toast Strawberry-Kiwi Slushie Pear Cup Steamed Broccoli Carrots	Smash Burger Cheese Pizza Pepperoni Pizza Chicken Tender Wrap Frozen Pineapple Wedges Potato Smiles Grape Tomatoes	Cheese Pizza Four Meat Pizza Chicken Wings Biscuit Strawberry and Cream Sidekick Mixed Fruit Cup Corn Celery Sticks	Turkey Gravy Cheese Pizza Pepperoni Pizza Turkey Breast Roast Slice Rolls Stuffing Mix (Holidays) Cinnamon Applesauce Cup Steamed Broccoli Carrots Cucumber & Tomato Dippers	Spaghetti with Meat Sauce Cheese Pizza Buffalo Chicken Pizza Texas Toast Tortilla Chips Taco Salad Peach Cup Carrots
Mon 23	**Tue 24**	**Wed 25**	**Thu 26**	**Fri 27**
No Information Provided **No School Thanksgiving Break**	No Information Provided	No Information Provided	No Information Provided	No Information Provided
Mon 30				
Tangerine Chicken Teriyaki Noodles				

View more: http://schools.mealviewer.com/school/NewSmyrnaBeachHighSchool
USDA is an equal opportunity provider, employer, and lender.

Allergen Legend 0 Corn · 1 Rice · 2 Celery · 3 Apple · 4 Kiwi · 5 Banana · 6 Food Colorings · 7 Preservatives · 8 MSG · 9 Aspartame · 10 BHT / BHA · 11 Eggs · 12 Fish · 13 Milk · 14 Peanuts · 15 Sesame · 16 Shellfish · 17 Soy · 18 Tree Nuts · 19 Wheat

Thank You!

Cudas UnHooked Community Partners 2026-2027

The General Public House FL American Kitchen

Coronado Community United Methodist Church

Rotary New Smyrna Beach

Colors of Hunger

Sugar Mill Country Club

Upward Trend Academy

UNDER THE Stars HOT MEALS Program





UNDER THE Stars HOT MEALS Program

Background



As a 5013C in 2018, Under the Stars Missions to homeless in the community with shelter and food.

First grant recipient, pre-2018, going into homeless camps with law enforcement to assist in addressing community challenges.







Program Goals and Significancy



As a vital member of the assistance network, to serve a hot meal (Tuesdays and Thursdays) to those in need.





Providing those requiring assistance with a hot meal and transportation in the form of bicycles to school/work.

UNDER THE Stars HOT MEALS Program

Coordination Efforts and Budget



- **Private sector**

PERRINE'S FRESH FOOD MARKETS

Second Harvest FOOD BANK OF CENTRAL FLORIDA

Panera BREAD®

6th STREET SALES

- **Law Enforcement**
- **Churches**

Approximately $50,000 per year to provide 100 – 200 meals (on average) twice a week.





Thank You!



Under The Stars Missions - Hot Meals Program

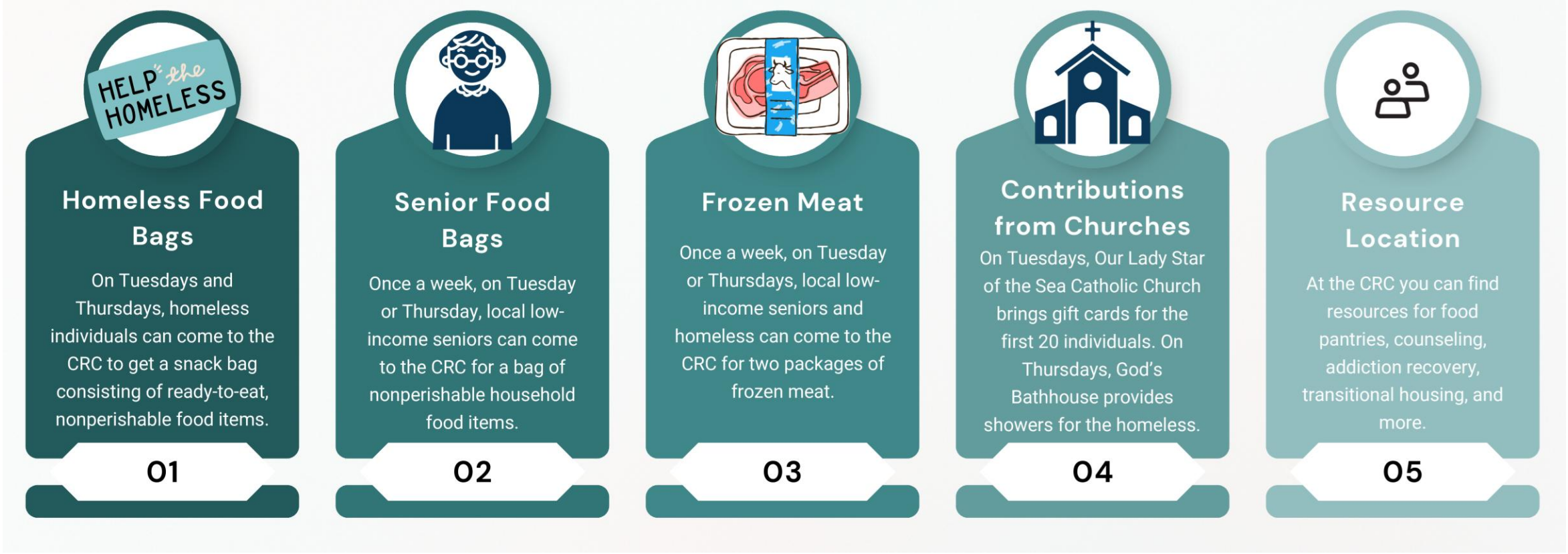
1111 S. Orange Street
New Smyrna Beach, FL 32168
Donna – 386-847-9098

underthestarsmission@gmail.com

Community Resource Center



Services Offered at the CRC



Food Bags



Tuesday Snack Bags

These bags consist of four items:

- A Protein (Tuna, Chicken, Slim Jim, PB&J)
- A Dessert (Pudding, Fruit Cup, Rice Krispie)
- A Snack Item (Crackers, Chips, Granola Bar)
- A Soup or Noodles



Thursday MRE's

In order to ensure we can provide snack bags year-round, on Thursdays we pass out MRE's that are donated from the Health Department.



Frozen Meat

Every two weeks, we receive a donation of frozen beef and chicken from God's Table. We bag up one of each and hand out two packs of frozen meat to those in need.



Senior Bags

Our Senior Bags consist of pasta, pasta sauce, soup, mashed potatoes or rice, a can of veggies or a fruit cup, and a snack item.



Hygiene Bags



01

Bags Made Possible By Donors

We are unable to purchase hygiene items with our grant money, so the hygiene bags we supply are provided entirely by the generous members of our community.

02

Body Wipes

Body wipes are the hottest commodity the CRC has to offer. The homeless in our community absolutely love body wipes and always ask when I can get more.

03

Toothbrush and Toothpaste

We fly through these as well. It is hard for the homeless to keep their personal belongings for extended periods of time so they are often in need of new items.

04

Deodorant

No one likes when they stink, especially when they can smell themselves. Travel-sized deodorants are a necessity living in Florida's heat.

05

Soap and Shampoo

In addition to these items, razors and shave cream are also frequently asked for. Along with tide pods, icy hot, first aid kits and conditioner.

•Healthcare Groups

Making It Possible

Our Lady Star of the Sea Catholic Church

Every Tuesday, we set up a space for the church to come and hand out gift cards to families in need. We accept the first 20 local individuals and begin taking names at 8am.

God's Bathhouse

God's Bathhouse connects to our hot water on Thursdays so that they may provide showers to the homeless. They also provide clean clothing, snacks, hygiene items, and prayer.

Police

We work closely with the NSBPD, building a positive relationship between police and homeless as well as providing transportation to shelters.



Our Staff

The staff at the NSBHA CRC is dedicated to building strong relationships with the community, finding out what is needed within it, and trying to locate resources and/or provide those needs.

Local Donors

The CRC would not be able to help nearly as many people without the support of our community.







New Smyrna Beach HOUSING


PIPA MINT
NO RINSE
Body
ipes
VER WIPES
& CLEANSING
GARNIER
FRUCTIS
SLEEK
& SHINE
SMOOTHING SHAMPOO
IMPROVED FORMULA
VEGAN
KERATIN
+ ARGAN OIL
SYSTEM FOR UP TO
3 DAYS SLEEK
FOR FRIZZY, DRY HAIR
3 FL OZ (89ml)
Secret
OUTLAST
SWEAT & ODOR
72 HR
INVISIBLE
SOLID
pH Balancing Minerals
COMPLETELY CLEAN


BANANA BOAT
SPORT
ultra
30
CLINICALLY
PROVEN
Neutrogena
Beach
Defense
water + sun
sunscreen lotion
70


Colgate
MaxFresh
PULL HERE
TO OPEN
TOOTHBRUSHES


16
STICKS
PACK
LIQUID I.V.
HYDRATION MULTIPLIER
ELECTROLYTE DRINK MIX
4
STRAWBERRY
4
LEMON LIME
4
ON FRUIT
4
= FASTER
HYDRATION
THAN WATER ALONE
SCIENTIFICALLY FORMULATED
8
VITAMINS &
NUTRIENTS





New Smyrna Beach HOUSING

MOST WANTED

The CRC has been receiving so many generous donations from the community. We asked many of the homeless in our community what their needs are and some of the top responses were:

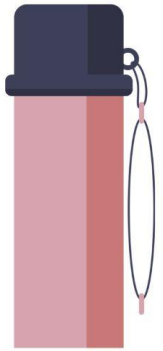




- RAZORS
- SHAVE CREAM
- INSULATED CUPS
- DEODORANT
- BODY WIPES
- TIDE PODS
- ICY HOT
- TOOTHPASTE
- MINI FIRST-AID KITS
- TOILET PAPER
- SOAP AND SHAMPOO







If you wish to donate, please contact Aidan at assistant@newsmyrnahousing.com or (386) 690-0245 or drop off donations on Tuesday or Thursday at 1106 S. Orange St. #9 in NSB







New Smyrna Beach HOUSING

God's Bathhouse sets up every Thursday at 10:45am so that the homeless can shower and get other resources such as clothing.

God's Table
Daytona Beach







Every two weeks, God's table brings the CRC four boxes of frozen beef and chicken that we distribute to those in need.

New Smyrna Beach HOUSING

Rising Costs

Type of Food Bag	2024 Total Cost	2025 Total Cost	2026 Total Cost
Senior	$4,400	$8,200	$5,360
Homeless	$5,940	$8,920	$4,740
Meat	$9,240	$11,910	$9,105

New Smyrna Beach HOUSING

Since 2024, prices in food has gone up and so has the demand in our community.

Rising Need

Type of Food Bag	2024 Total	2025 Total	2026 Total
Senior Bag	220	410	268
Homeless Bag	594	892	474
Meat Bag	616	794	607

New Smyrna Beach HOUSING

Since 2024, prices in food has gone up and so has the demand in our community.

Rising Need

Type of Assistance	Amount	Cost
Gift Cards	2110 ($10/ea.)	$21,110
SNAP Applications	67 ($20/hr.)	$1,340
Bus Passes	187	$748

New Smyrna Beach HOUSING

Since 2024, prices in food has gone up and so has the demand in our community.

2026 Annual Services

$42,815.00

Total amount of services annually being distributed into the community exceeds $40,000.00.

New Smyrna Beach HOUSING

2026 Annual Services

$32,815.00

The community, staff, and partner agencies have contributed over $30,000 to the Resource Centers efforts to support our homeless and low-income seniors in our community. Seeing what we do has inspired the community to contribute to making NSB a better place to live for EVERYONE.

New Smyrna Beach HOUSING









NSBHA also gets involved with many other Community events such as our Annual Back to School Backpack Bash, Toys for Tots as (both a drop-off location and a distribution center), and delivering Thanksgiving and Christmas food bags to families and seniors in need.

New Smyrna Beach HOUSING

















New Smyrna Beach HOUSING















New Smyrna Beach HOUSING

Thank you!

New Smyrna Beach HOUSING


Early Learning Coalition
of Flagler & Volusia
School Readiness

Who We Are

The sole administrator of School Readiness (SR) and Voluntary Prekindergarten (VPK) in Flagler & Volusia Counties

27

years serving local children and families

241

contracted child care providers across Volusia and Flagler as of 10/27/2026

18

providers in New Smyrna Beach (9), Edgewater (8) and Oak Hill (1) as of 10/27/2026

Early Learning Coalition of Flagler & Volusia

Florida School Readiness

What is School Readiness (SR)?

School Readiness (SR) offers tuition assistance for children from birth to age five who face socioeconomic hardship or potential neglect. SR programs are designed to help prepare children for kindergarten and beyond, and help families keep working or continue their education.

Early Learning Coalition
of Flagler & Volusia

Florida
School Readiness

Who Is Eligible?

- Parents or guardians work, go to school, or both, at least 20 hours a week
- Gross annual income at or below 70% of State Median Income for family size
- Parents unable to work due to a disability or retirement
- Families working with a referring agency
- Children ages 3 to 5 with an Individualized Education Plan (IEP)

Referring agencies

- DCF
- Community Partnership for Children
- CareerSource
- Domestic abuse shelters
- Halifax Urban Ministries
- Neighbor to Family
- Neighborhood Center

State priority: children at risk of abuse or neglect, in the welfare system, or experiencing homelessness

Early Learning Coalition of Flagler & Volusia

Florida School Readiness

Benefits of School Readiness

Early Learning Coalition of Flagler & Volusia

- Helps prepare young children to start kindergarten ready to learn.
- Helps working families afford high-quality early learning services.
- Keeps parents in the workforce and/or participating in educational or training activities.
- Provides parents information about child development, early childhood screenings and family well-being.
- Parents can choose from private centers and schools, public schools, and family childcare homes.

Florida School Readiness

Children Served

2025-2026 Fiscal Year (July 1, 2025 to June 30, 2026)

City Residence	# of Children Served (Unique Count)
New Smyrna Beach	183
Edgewater	177
Oak Hill	16

During the 2025-2026 Fiscal Year, 376 children residing in NSB, Edgewater, or Oak Hill were enrolled in the School Readiness program and received quality child care services while their parents/guardians were able to continue working or pursuing formal education.

Early Learning Coalition of Flagler & Volusia

Florida School Readiness

Children Currently Enrolled in School Readiness

City Residence	# of Children Enrolled(Unique Count)
New Smyrna Beach	116
Edgewater	96
Oak Hill	6

While the Early Learning Coalition of Flagler and Volusia Counties, Inc. serves, on average, 3,900 children each day through School Readiness, 218 reside within New Smyrna Beach, Edgewater, and Oak Hill as of 11/03/2026.

Early Learning Coalition of Flagler & Volusia

Florida School Readiness

Cost of Child Care

The average cost of infant care in a licensed child care center in Florida is $13,011 a year (Child Care Aware of America, 2024 price data).

For families eligible for School Readiness, earning at or below 70% of the State Median Income, child care costs about 20.5% of annual income for a family of 3 with an infant in care, or 32.3% for a family of 4 with an infant and a toddler in care (FY 2026-27 SMI).

The School Readiness program directly addresses this barrier to service that many families in the community face by heavily subsidizing the cost of quality child care to families.

Early Learning Coalition of Flagler & Volusia

Florida School Readiness

School Readiness Match Funding

Grant funding received for the School Readiness program will be matched by state dollars to provide increased funding to support School Readiness enrolled children in the service area.

Funding from this request is eligible for a match of 16:1 for families earning at or below 55% of the state median income or 1:1 for families earning between 55-70% of the state median income, a demographic previously not served through School Readiness.

This match will result in additional dollars to be used for families enrolled in School Readiness, with a match total of $10,000 - $160,000 depending on enrollee income.

Match funds may be provided by public and private entities in accordance with 45 CFR Part 98.55. Match funds must be verifiable from the non-Federal entity's record, not be included as contributions for any other federal award, be allowable under 2 CFR Part 200 Subpart E – Cost Principles, and not paid by the federal government under another federal award, unless authorized by the federal statute to be used for cost sharing or matching.

Last Year's Results

FY 2025-26 City of NSB grant, December 2025 to September 2026

118 New Smyrna Beach children in quality child care

82 households able to keep working or in school

13,154 days of child care provided

100% of the $10,000 award spent on direct child care

A proven City partnership: $5,000 in FY 2024-25 and $10,000 in FY 2025-26, both fully used for School Readiness match

Early Learning Coalition of Flagler & Volusia

Florida School Readiness


First Presbyterian Church
NEW SMYRNA BEACH
PB&J
MINISTRY

MORE THAN A SANDWICH



Faith-based ministry of First Presbyterian Church

Seventeen volunteers deliver twice a week at locations where the unhoused gather.

PB&J MINISTRY • NEW SMYRNA BEACH

The need Is close to home
Provide critical life-sustaining food and hydration



Our neighbors face more than hunger

Food insecurity
Unstable shelter
Transportation barriers
Unexpected medical costs

Helping restore a sense of humanity

Showing Up Since 2020

Consistent presence builds trust.



Two Days

of community outreach each week

Tuna
Chicken
Spam
Clothing
Gatorade
Shoes
Ponchos
Wipes
Bug Spray
Hygiene Products
Basic Medical Dressing
And more...

Volusia Free Clinic

A valued community healthcare resource

Explore ways to assist children and the elderly with medical needs



Nourishment and healthcare go hand in hand

Our Peanut Butter and Jelly Ministry serves neighbors facing hardship. Community healthcare resources, like Volusia Free Clinic address another essential needs: Access to medical care, supporting dignity, health and hope.

It Begins in the Kitchen

Prepared with care. Shared with dignity.



We are the only ministry that seeks out homeless and disadvantaged people

We treat individuals with dignity, compassion and respect

We provide basic life necessities

We build collaborative networks and work with other community volunteers

We maintain regular predictable presence in the community

We respond rapidly to community needs

Working Together…

Partnering with other community care providers

Volusia Free Clinic

NSB Alliance

Colors of Hunger

First Presbyterian Bike Ministry

New Smyrna Beach Police Department



Our Request: $10,000

Proposed allocation of grant funds

- Emergency assistance & essentials
- Food, water & outreach supplies
- Transportation & mobility
- Medical & prescription assistance
- Urgent needs reserve



Relationships Restore Hope

People are more than their circumstances.










PARKING
CONCORD




erside Dr



TOGETHER,
WE CAN DO MORE.

Your $10,000 grant can help us offer food, practical assistance—and a reminder that no neighbor is forgotten.

Thank you for considering PB&J Ministry.



Community Aid Grant Agreement

City of New Smyrna Beach

1. Grant Award:

The City has determined that the grant funds awarded under this Agreement serve a valid municipal and public purpose by supporting community services, programs, or activities that benefit residents of the City of New Smyrna Beach.

The City awards the Grantee, _____, funding in an amount not to exceed $10,000 under the City's Community Aide Grant Program, subject to the terms, conditions, reporting requirements, and repayment obligations set forth in this Agreement.

2. Term

The grant period shall begin upon execution of this Agreement and end no later than September 30, 2027. If all funds have not been expended by the end date, the Grantee shall return any unexpended funds to the City within thirty (30) days after expiration of the Agreement.

3. Use of Funds

Grant funds shall be used solely for activities approved by the City and described in the Grantee's application and approved budget. The Grantee shall not use grant funds for lobbying, political activities, religious worship or instruction, personal expenses, penalties, fines, alcohol, entertainment, or any other purpose not expressly approved by the City. Any deviation from the approved scope or budget must receive prior written approval from the City. The approved application and budget are incorporated herein by reference and made part of this Agreement.

4. Payment

Funds shall be distributed in a one-time, up-front payment after being awarded and the organization has signed the grant agreement.

5. Reporting

The Grantee shall submit two reports during the grant period. These two reports are required to be submitted by May 15, 2027 (interim report) and September 30, 2027 (final report). Reports shall be submitted on forms provided by the City.

6. Records and Monitoring

The Grantee shall maintain all financial and program records relating to this grant for a minimum of five (5) years after final payment or for any longer period required by law. The Grantee shall make such records available to the City, the City Clerk, the City Auditor, and any other authorized governmental representative upon request for inspection, copying, monitoring, or audit. The City may conduct site visits, desk reviews, or other reviews to verify compliance with this Agreement and grant program. The Grantee shall comply with all applicable public records requirements under Chapter 119, Florida Statutes, to the extent applicable, and shall promptly provide records relating to this Agreement upon request so the City can meet its public records obligations.

7. Default and Repayment

If grant funds are used for unauthorized purposes, required reports are not submitted, adequate documentation is not provided, false or misleading information is submitted, funds are not expended within the grant period, records are not maintained or made available, or the Grantee otherwise fails to comply with this Agreement, the City may declare the Grantee in default, withhold or cancel any unpaid grant funds, require repayment of all or a portion of the grant funds, pursue any remedy available at law or in equity, and deem the Grantee ineligible for future funding.

8. Indemnification

The Grantee shall indemnify and hold harmless the City, its elected and appointed officials, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of or relating to the Grantee's performance under this Agreement, the Grantee's use of grant funds, or the acts or omissions of the Grantee or its officers, employees, agents, contractors, volunteers, or invitees, to the extent permitted by law.

9. Compliance with Laws

The Grantee shall comply with all applicable federal, state, and local laws, regulations, and ordinances in carrying out the funded activities, including all applicable nondiscrimination, public records, ethics, procurement, licensing, permitting, and tax requirements. The Grantee shall provide any affidavit, certification, or documentation required by applicable law or by the City, including any required anti-human trafficking affidavit, before receiving grant funds.

10. No Agency Relationship

The Grantee is an independent entity and is not an employee, agent, representative, partner, joint venturer, or officer of the City. Nothing in this Agreement shall be construed to create any employment, agency, partnership, joint venture, or fiduciary relationship between the City and the Grantee.

11. Termination

The City may terminate this Agreement for cause or convenience upon written notice. Upon termination, the Grantee shall immediately stop using grant funds unless otherwise directed by the City, return all unexpended or improperly expended funds within thirty (30) days after written demand, and submit any final report or supporting documentation requested by the City. Termination shall not limit the City's right to recover grant funds, enforce repayment obligations, or pursue any other remedy available under this Agreement or applicable law.

12. Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand delivery, certified mail, return receipt requested, or email with confirmation of receipt to the addresses designated by the parties. Each party may change its notice address by providing written notice to the other party.

13. Entire Understanding

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts located in Volusia County, Florida.

The Grantee shall not assign, transfer, delegate, or subcontract any rights, duties, or obligations under this Agreement without the City's prior written consent. Any attempted assignment, transfer, delegation, or subcontract without such consent is void.

This Agreement constitutes the entire agreement between the City and the Grantee, supersedes all prior oral and written communications relating to its subject matter, and may be amended only by a written instrument executed by both parties. This Agreement shall become effective upon execution by both parties.

City of New Smyrna Beach	Grantee:
Name:	Name:
Title:	Title:
Date:	Date:
Signature:	Signature:

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

CONSIDER THE APPROVAL OF A CONTRACT RENEWAL FOR STREET SWEEPING AND CLEANING SERVICES.

November 17, 2026

Background:

The City and USA Services of Florida, LLC entered into a three-year Professional Services Agreement for Street Sweeping and Cleaning Services dated December 6, 2023, arising from ITB 33-23-MO (the "Agreement"). During the initial term of the Agreement, there were no increases in fees.

The Agreement provides for an initial three-year term ending December 5, 2026, and one optional three-year renewal. The Parties desire to exercise the optional three-year renewal effective December 6, 2026, to continue the Agreement without a lapse in contractual coverage.

The City awarded the bid to USA Services of Florida, based on the following submitted fees:

	2023-2026	2027	2028	2029
Mainland and Beachside, per curb mile	$31.98	$33.26	$33.93	$34.61
Emergency Responses, hourly rate	$145.00	$150.80	$153.82	$156.90
Call-in, After Hours, hourly rate	$145.00	$150.80	$153.82	$156.90

The renewal term will include phased fee increases as follows:

· Year One: 4% increase

· Year Two: 2% increase

· Year Three: 2% increase

These increases are consistent with applicable CPI adjustments.

Fiscal Analysis:
Under Storm Water Other Contractual - $69,316.00

Strategic Plan Item:
Yes

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

Attachments:

NSB Original Contract with USA Services of Florida, LLC.pdf
USA Services Original Proposal.pdf
NSB Renewal Agreement with USA Street Sweeping 11.26 - Executed.pdf
USA Street Sweeping Anti-Human Trafficking - Executed.pdf

USA Services of Florida, LLC – ITB-33-23-MO Street Sweeping and Cleaning Services

THIS AGREEMENT is made and entered into this 6th day of December 2023, by and between **USA Services of Florida, LLC**, duly authorized to conduct business in the State of Florida and whose address is 448 Spring Hammock Ct, Longwood, FL 32750, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the ITB-33-23-MO Street Sweeping and Cleaning Services, **FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the individual City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement may be renewed for one (1) optional, three (3) year period. The maximum term for this Agreement and all renewals is a cumulative term of six (6) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled ITB-33-23-MO Street Sweeping and Cleaning Services, and in the Consultant's submitted Proposal.

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

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

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

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists

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

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Certificate of Insurance

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

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

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

For City:

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

For Consultant:

Erin Quinn, Secretary
(Name, Title)

USA Services of Florida, LLC
(Company)

4141 Rockside Rd, Ste 100
(Address)

Seven Hills, OH 44131
(City, State, Zip)

216-777-2750
(Phone)

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

Contractor's Initials: _____

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

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

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

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

ATTEST

Alisa Riccardi
Authorized Signature

Alisa Riccardi Contract Administrator
Print Name and Title

USA Services of Florida, LLC

Authorized Signature

Erin Quinn, Secretary
Print Name and Title

Date: 10/18/2023

ATTEST

Kelly McQuillen
Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: November 14, 2023

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

Carrie Avallone
Carrie Avallone City Attorney

Dated: 12/6/2023

Contractor's Initials:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CSU Construction
HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No): E-MAIL ADDRESS: CSUConstruction@hubinternational.com

INSURED	SWEECOR-01
USA Services of Florida, LLC 4141 Rockside Road, Suite 100 Seven Hills OH 44131	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Navigators Specialty Insurance Company	36056
INSURER C : Axis Surplus Insurance Company	26620
INSURER D : Safety National Casualty Corporation	15105
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 424698911 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY	Y		GL6676535	6/1/2023	6/1/2024	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 5,000
	X XCU Cov Incl						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			CA6676536	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [X] OCCUR			P-001-000882635	6/1/2023	6/1/2024	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LDS4068227	6/1/2023	6/1/2024	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased & Rented Equipment			83MS AG3307	6/1/2023	6/1/2024	Limit:	$100,000
B	Pollution Liability			CH23ECPZ01ECGIC	6/1/2023	6/1/2024	Each Incident/Ded:	$1,000,000/$10,000
D	Stop Gap Liability - OH			GL6676535	6/1/2023	6/1/2024	Limit:	$1,000,000

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

Re: Street Sweeping;

City of New Smyrna Beach, Florida is included as additional insureds under General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Neil R. Hughes

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SCA
Sweeping Corp of America

STREET SWEEPING SERVICES BID:

New Smyrna Beach, FL

Date: September 26th, 2023
Submitted by: USA Services of Florida, LLC



CONTACT:

P: 216-777-2750

4141 Rockside Road, Suite 100
Cleveland, OH 44131

sweepingcorp.com

VII. TOTAL BID PROPOSAL

The City of New Smyrna Beach reserves the right to evaluate the bids received and award the lowest, qualified bidder as determined to be in the best interest of the City.

The uploaded price proposal in Section IX must be the same price submitted below. There shall be no hidden costs associated with this project. Full disclosure of nature and amount of all fees and charges is mandatory.

MAINLAND AND BEACHSIDE

Line Item	Description	Unit of Measure	Unit Cost
1	Mainland Weekly Street Sweeping Service	Per Curb Mile	Thirty-one dollars and ninety-eight cents
2	Mainland Monthly Street Sweeping Service	Per Curb Mile	Thirty-one dollars and ninety-eight cents
5	Beachside Weekly Street Sweeping Service	Per Curb Mile	Thirty-one dollars and ninety-eight cents
3	Beachside Monthly Street Sweeping Service	Per Curb Mile	Thirty-one dollars and ninety-eight cents

EMERGENCY RESPONSES

Price should be per curb mile for emergency responses or problematic areas.

Line Item	Description	Unit of Measure	Unit Cost
1	Emergency Response, Hourly Rate	Per Hour	One hundred forty-five dollars
2	Call-in, After Hours,	Per Hour	One hundred forty-five dollars

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Ohio

County of Cuyahoga

Erin Quinn, being first duly sworn, deposes and says that:

He/she is Secretary of USA Services of Florida, LLC, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Secretary
Title

Subscribed and sworn to before me this 25th day of September, 20 23.

Notary
Title

My Commission Expires: 12-11-2027

NOTARIAL SEAL
STATE OF OHIO

KATHARINE B TRENT BEVERLE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
12-11-2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Erin Quinn
(Print Individual's Name and Title)
for USA Services of Florida, LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is a Limited Liability Company

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2936530

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 25th day of September, 2023.

Personally known ✓

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Ohio

My commission expires: 12-11-2027

NOTARIAL SEAL
STATE OF OHIO

KATHARINE B TRENT BEYERLE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
12-11-2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: USA Services of Florida, LLC

Consultant E-Verify Registration Number: 1388815

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: EQ

Print Name: Erin Quinn

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this

25th Day of September, 20 23. S/He is (personally known) to me or has produced

_____ As identification.

NOTARIAL SEAL STATE OF OHIO

KATHARINE B TRENT BEYERLE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
12-11-2027

Notary Public

My commission expires: 12-11-2027

CONFLICT OF INTEREST STATEMENT

State of ~~Florida~~ Ohio City of Cleveland

Before me, the undersigned authority, personally appeared Erin Quinn who was duly sworn, deposes, and states:

1. I am the Secretary of USA Services of Florida, LLC with a local office in Orlando, Florida (City & State) and principal office in Seven Hills, Ohio (City & State).
2. The above-named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described **as ITB 33-23-MO: Street Cleaning Services**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of New Smyrna Beach in writing.

Erin Quinn
Typed Name

Secretary
Title

Signed

9/25/2023
Dated

Sworn to and subscribed before me this 25th day of September 2023.

Personally known ✓ OR produced identification ____. Identification type: ____

Notary Public: State of Ohio County of Cuyahoga

Printed, typed, or stamped commissioned name of notary public

My commission expires: 12-11-2027

NOTARIAL SEAL
STATE OF OHIO

KATHARINE B TRENT BEYERLE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
12-11-2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

VENDOR INFORMATION

BID #:	ITB 33-23-MO
BID TITLE:	Street Sweeping and Cleaning Services

Respondent Information	
Company Name: USA Services of Florida, LLC	Federal Employer Identification Number or SS Number: TAX Id Number: 59-2936530 DUN Number: 192815645
Mailing Address: 4141 Rockside Road, Suite 100	Type of Entity (Circle One) Corporation(X) Partnership Proprietorship Joint Venture
City, State, Zip Code: Seven Hills, OH 44131	Incorporated in the State of:
Corporate Address: 4141 Rockside Road, Suite 100	What kind of business: "For Profit" (X) or "Not for Profit" Is Firm in good standing: Yes(X) or No Authorized to transact business in Florida Yes(X) or No
City, State, Zip Code: Seven Hills, OH 44131	State of Florida Department of State Certificate of Authority Document No: K63846
Telephone No. 216-777-2750	
Email Address: bids@sweepingcorp.com	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: Michael Latanza	Vice President: Erin Quin
Secretary: Erin Quinn	Treasurer: Gary Quinn
Other: Jonathan Sisler, CEO	Other:

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

Erin Quinn
Printed Name

Title: Secretary

Date: 9/25/2023

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: ✓ REVISED VENDOR: _____

DATE: 9/25/2023

VENDOR NAME: USA Services of Florida, LLC

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: Street Sweeping

DEPARTMENT: Bids and Contracts

PREPARED BY: Alisa Riccardi

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
448 Spring Hammock Ct	4141 Rockside Road	4141 Rockside Road
ADDRESS	ADDRESS	ADDRESS
	Ste. 100	Ste. 100
Longwood, FL	Seven Hills, OH	Seven Hills, OH
CITY/STATE	CITY/STATE	CITY/STATE
32750	44131	44131
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Alisa Riccardi

E-MAIL: ariccardi@sweepingcorp.com

OFFICE PHONE: 216-777-2750

FAX: 216-777-2766

MOBILE PHONE: N/A

FEDERAL TAX ID#: 59-2936530

DUNS Number:

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

USA Services of Florida, LLC
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Secretary
OFFICER TITLE

9/25/2023
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: 9/25/2023

Authorized Signature and Title

Erin Quinn, Secretary
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO XX_____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO XX_____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO XX_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # ITB 33-23-MO_____described as:

_____.

USA Services of Florida, LLC
Firm

9/25/2023
Date

Authorized Signature and Title

Erin Quinn, Secretary
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: 9/25/2023

Authorized Signature

Erin Quinn, Secretary
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

ADDENDUM 1
ITB 33-23-MO: STREET SWEEPING AND CLEANING
SEPTEMBER 12, 2023

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to ITB 33-23-MO: Street Sweeping and Cleaning, issued August 18, 2023.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time, and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Revised Timeline:

- The question-and-answer timeframe has been reopened. Questions will be accepted prior to 5:00 P.M. on September 19, 2023.
- The bid due date is extended to 5:00 P.M. on September 26, 2023
- The bid opening is scheduled for 9:00 A.M. on September 27, 2023

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Erin Quinn Proposer Signature: _____

USA Services of Florida, LLC
Firm Name (Please Print)

ADDENDUM 2
ITB 33-23-MO: STREET SWEEPING AND CLEANING SERVICES
September 20, 2023

Notice is hereby given to all Proposers that this is **Addendum 1** to ITB 33-23-MO Street Sweeping and Cleaning Services, issued August 18, 2023.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Question/Answer:

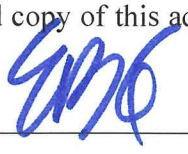
1. **Question:** Can you please confirm if a bid bond is required and at what percentage of the bid total?
   Answer: Yes, a bid bond is required at 10% of the bid total.

End of Addendum

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Erin Quinn Proposer Signature: 

USA Services of Florida, LLC
Firm Name (Please Print)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we USA Services of Florida, LLC,
(hereinafter called Principal) and Ascot Surety & Casualty Company
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Colorado, with its principal offices in the City of New York, authorized to do business in the State of Florida, in the full and just sum of Ten Percent of Amount Bid---------- Dollars ($ 10%), good and lawful money of the United State of America, to be paid upon demand of the City of New Smyrna Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of New Smyrna Beach, Florida, a bid for the construction of Street Sweeping and Cleaning Sevices in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof, execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 26th day of September, 20 23.

USA Services of Florida, LLC
Principal

By _____

Ascot Surety & Casualty Company
Surety

By _____
James I. Moore, Attorney-in-fact

ATTEST:

_____
(SEAL) Christine Marotta

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On SEP 26 2023, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of Ascot Surety & Casualty Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026

Lisa Marotta, Notary Public

Commission No.946275

LISA MAROTTA
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
February 07, 2026

Ascot Surety & Casualty Company
Ascot Insurance Company
55 W 46th Street, 26th Floor
New York, NY 10036

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS:

That **Ascot Surety & Casualty Company**, and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint

James I. Moore, Stephen T. Kazmer, Melissa Schmidt, Kelly A. Gardner, Martin Moss, Amy Wickett and Stasha King

of Downers Grove, IL and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bind the Companies as follows:

Any such obligations in the United States not to exceed $50,000,000.00

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Officer, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an "Authorized Individual" and, collectively, the "Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute this Power of Attorney on the Companies' behalf, this 23rd day of August, 2022.

SEAL SEAL

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Matthew Kramer (Chief Executive Officer)

Tara Quigley (Executive Vice President, Surety)

STATE OF NEW JERSEY)
COUNTY OF MIDDLESEX) ss.

On this 23rd day of August 2022, before me came the above named Chief Executive Officer of each of Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

OFFICIAL SEAL
ARLINDA KONGOLI
NOTARY PUBLIC-NEW JERSEY
My Commission Expires APRIL 3, 2027
Comm. #50 055068

Arlinda Kongoli
Notary Public
My commission expires on April 3, 2027

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Companies, this 26th day of September 2023

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Jeff Sipos, Secretary

All Claims Notices should be sent to: Ascot Surety & Casualty Company, 55 W 46th Street, 26th Floor, New York, NY 10036; Attention Bond Claim Unit; suretyclaims@ascotgroup.com

Docusign Envelope ID: AB71F7A8-58F0-81A1-806A-CF12CC01D681

FIRST RENEWAL AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT FOR STREET SWEEPING AND CLEANING
USA SERVICES OF FLORIDA, LLC

THIS FIRST RENEWAL AMENDMENT (the "Amendment") is entered into by and between the CITY OF NEW SMYRNA BEACH, a Florida municipal corporation (the "City"), and USA SERVICES OF FLORIDA, LLC., (the "Consultant"). The City and the Consultant may each be referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into that certain Professional Services Agreement for Street Sweeping and Cleaning Services dated December 6, 2023, arising from ITB 33-23-MO (the "Agreement"); and

WHEREAS, the Agreement provided for an initial three-year term ending December 5, 2026, and one optional three-year renewal; and

WHEREAS, the initial term will expire, and the Parties desire to exercise the optional three-year renewal effective December 6, 2026, to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated into this Amendment.

2. Execution; Amendment Effective Date; Renewal Term. This Amendment shall be executed as of the date on which it has been signed by both Parties and all approvals required by the City have been obtained (the "Amendment Effective Date"). The Amendment Effective Date shall be the date on which this Amendment becomes legally binding and shall not be construed as the date on which the renewal term commenced. Subject to the foregoing execution and approval requirements, the Parties agree to renew and extend the Agreement for one additional three-year term beginning December 6, 2026, and ending on December 5, 2029 (the "Renewal Term").

3. Ratification. Except as expressly modified by this Amendment, the Agreement, including its attachments, addenda, and incorporated procurement documents, is ratified and remains unchanged and in full force and effect. The Parties ratify and confirm their respective performance under the Agreement on and after December 6, 2026.

4. Conflict. If a conflict exists between this Amendment and the Agreement, this Amendment controls. Capitalized terms not defined in this Amendment have the meanings assigned in the Agreement.

5. Counterparts and Electronic Signatures. This Amendment may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic and facsimile signatures shall have the same force and effect as original signatures.

6. Authority. Each person signing this Amendment represents that he or she is duly authorized to execute and deliver this Amendment on behalf of the Party for whom the person signs.

7. Anti-Human Trafficking Affidavit. As a condition precedent to the City's execution of this Amendment, the Consultant shall execute and deliver the Anti-Human Trafficking Affidavit attached to this Amendment as **Exhibit "A"** and incorporated herein by reference. The affidavit shall comply with section 787.06(13), Florida Statutes, be signed under penalty of perjury by an officer or representative authorized to bind the Consultant, and attest that the Consultant does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.

8. Phased Price Increases. The prices and rates payable under the Agreement during the Renewal Term shall be adjusted as follows: (a) for Year 1, December 6, 2026, through December 5, 2027, the prices and rates in effect immediately before the Renewal Term shall increase by four percent (4%); (b) for Year 2, December 6, 2027, through December 5, 2028, the Year 1 prices and rates shall increase by two percent (2%); and (c) for Year 3, December 6, 2028, through December 5, 2029, the Year 2 prices and rates shall increase by two percent (2%). Each increase shall take effect only at the beginning of the applicable renewal year and shall apply only to services performed during that year. These increases are cumulative, with each increase calculated using the prices and rates applicable to the immediately preceding year, and shall be in lieu of, and not in addition to, any other annual price escalation under the Agreement during the Renewal Term.

CITY OF NEW SMYRNA BEACH	USA SERVICES OF FLORIDA, LLC
By: _____	By: Signed by: Chris Chiodo C66D9BA1F4BD490... ERIN QUINN, SECRETARY
Fred E. Cleveland, Mayor	Chris Chiodo COO
Date: _____	Date: 11/9/2026

Attest: _____
Sharon Taylor-Harding, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ Date _____
Carrie Avallone, Esq, City Attorney

END OF FIRST RENEWAL AMENDMENT

EXHIBIT "A"
ANTI-HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(14), Florida Statutes

This Affidavit is submitted to the City of New Smyrna Beach, Florida (the "City"), in connection with the execution, renewal, or extension of a contract between the City and the nongovernmental entity identified below (the "Entity"). I, Patrick Bobo, being duly sworn or affirmed, attest as follows:

1. **Authority.** I am an officer or authorized representative of the Entity and am authorized to execute this Affidavit on its behalf.
2. **Personal Knowledge.** I am over eighteen (18) years of age, am competent to make this Affidavit, and make the statements contained herein based upon my personal knowledge.
3. **Statutory Attestation.** The Entity does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.
4. **Purpose.** I understand that this Affidavit is provided pursuant to section 787.06(14), Florida Statutes, in connection with the execution, renewal, or extension of a contract between the Entity and the City.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ANTI-HUMAN TRAFFICKING AFFIDAVIT AND THAT THE FACTS STATED IN IT ARE TRUE.

ENTITY: USA Services of Florida, LLC

By: PBobo

Signature of Officer or Authorized Representative

Printed Name: Patrick Bobo

Title: Secretary / CLO

Date: 11/09/2026

NOTARY ACKNOWLEDGMENT

STATE OF Ohio

COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 9th day of November, 2026, by Patrick Bobo, as Secretary of USA Services of Florida LLC a nongovernmental entity, on behalf of the entity.

The affiant is ☑ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

KBeyerle

Signature of Notary Public

Katharine B Trent Beyerle

Printed, Typed, or Stamped Name of Notary Public

Commission Number: 2017-RE-690037

My Commission Expires: 12-11-2027

NOTARY PUBLIC STATE OF OHIO

KATHARINE B TRENT BEYERLE
NOTARY PUBLIC, STATE OF OHIO
CUYAHOGA COUNTY
My Comm. Expires December 11, 2027

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL FOR THE SEMLER QUOTE FOR THE FUEL FARM PROJECT - ITB 29-24-AIR FUEL FARM REHABILITATION TO INCLUDE THE ADDITIONAL EQUIPMENT NECESSARY AND A NEW PURCHASE ORDER.

November 17, 2026

Background:

The Airport Fuel Farm Rehabilitation project is modernizing the airport's aging fueling infrastructure, including tanks, pumps, monitoring systems, electrical upgrades and related safety equipment. After the original contractor, Veterans Fuel Management, ceased operations, the City transitioned the remaining work to Attaway Services while purchasing certain specialized equipment directly from Semler Industries, one of Veterans Fuel Management's subcontractors.

Staff previously sought and received approval to pay an invoice from Semler, which already manufactured a modular aviation fuel transfer system for the project. The fuel "skid" is a pre-engineered system that will be mounted onto a steel base, shipped to the site, and placed directly into position for connection to the new fuel tank. The fuel skid system houses the primary filtration vessels, motors, and pumps needed to transfer fuel from the tank to aircraft or refueling vehicles. After reviewing the project, it was determined that the previous contractor had not included all equipment needed to complete the project. Parts include an aviation hose reel, scully system component (overfill protection) and 100 foot fuel hose.

Findings:

Staff recommends approval of the new Semler Industries Quote for $20,695.00.

Fiscal Analysis:

Semler Industries - additional amount needed $20,695.00
Funds coming from Account 30454201.567207.21AFI

Strategic Plan Item:

No

Staff Report Created By: Arvin Weese - Airport Director

Attachments:

Email-PO#_00260554_2026_1VC.pdf

SEMLER Quote for Change Order.pdf

Purchase Order

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

Fiscal Year 2026

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 260554-000

BILL TO

151301
FINANCE DEPT-ACCTS PAYABLE
CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH FL 32168

VENDOR

SEMLER INDUSTRIES INC
3800 N CARNATION STREET
FRANKLIN PARK IL 60131

SHIP TO

MUNICIPAL AIRPORT
CITY OF NEW SMYRNA BEACH
602 SYKLINE DRIVE
NEW SMYRNA BEACH FL 32168

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
8476715650		20260688	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
08/20/2026	9774			54201 AIRPORT

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	COMPANY THAT MADE THE SKID FOR FUEL FARM PROJECT				
1	200 GPM AVIATION FUEL TRANSFER SYSTEM AND FULL PUMP ASSEMBLY. PRIOR COMPANY DEFAULTED ON FUEL FARM PROJECT. SEMLER WAS A SUB OF THEM THAT CREATED A NEEDED PART OF THE PROJECT. THE CITY AND THE COMPANY AGREED TO COMPLETE THIS PORTION OF THE PROJECT TOGETHER.	1.0	EACH	$108,095.000	$108,095.00
	304 .54.542.54201.567207.21AFI	***$108,095.00***			

By _____
Finance Director

VENDOR COPY

PO Total **$108,095.(**

SEMLER INDUSTRIES
SKILLS IN HANDLING SOLUTIONS
3800 North Carnation Street · Franklin Park, IL 60131-1202
P: (847) 671-5650 · F: (847) 671-7686 · semlerindustries.com

QUOTATION

Number 0012266-
Date: 10/12/2026

CITY OF NEW SMYRNA BEACH

PHONE: 386-410-2613
DELIVERY: 4 WEEKS
FOB: SEMLER IND.
EMAIL: JKOBE@CITYOFNSB.COM

ATTENTION: JESSE KOBE
SUBJECT: N. SMYRNA BCH AP SUP. PART KIT

TERMS: NET 30 DAYS (or other appropriate arrangements subject to a Credit Application and/or review).

Semler Industries thanks you for considering this quotation. Please use "Per Semler Quotation #0012266-" when placing your purchase order. This information allows us to expedite your order entry.

Item	Qty	Part Number	Description	Unit Price (US Dollars)	UOM	Extension $
001	1	FSPK-####	NEW SMYRNA BEACH AP SUPPLEMENT PARTS KIT PARTS KIT TO INCLUDE: - QTY: 1 SCULLY ST-15 - QTY: 1 HANNAY AVIATION HOSE REEL * INCLUDES AUX HAND CRANK, CLUTCH REDUCTION WITH STRAP BRAKE AND SWIVEL * INCLUDES 1.5"X100' API AVIATION HOSE * 1.5" AVIATION FUELING NOZZLE	$20,695.00	EA	$20,695.00

Notes and Disclaimers:

It is important to recognize the limited scope of our offering. Engineering functions such as distribution line sizing, valve placement, apparatus for control of thermal expansion and hydraulic surges, compliance with city, county, state, and federal codes and regulations, etc. are not within our area of responsibility. It is understood that these and other similar engineering concerns will be properly addressed by your firm.

Prices quoted herein are for acceptance within 30 days and delivery within the quoted lead times. If extended deliveries are requested by the customer, Semler will advise the customer of any changes in pricing.Unless otherwise stated, any freight included on this quotation is an estimate only. The actual freight rate in effect at the time of shipment will be added to the customer invoice.
The seller's customary and, if applicable, handling/distribution logistics charges will be added to the purchase price and shown on your

SEMLER INDUSTRIES INC.
By: JENNIFER VARGAS

Accepted By: CITY OF NEW SMYRNA BEACH
Company
Date: 10/12/2026 By:_____Date:_____

The above signature constitutes the electronic signature of the signing party under the E-SIGN Act.

THIS QUOTATION IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE, REVERSE SIDE, ATTACHED HERETO, PROVIDED SEPARATELY, OR AS POSTED AT WWW.SEMLERINDUSTRIES.COM, EXCEPT TO THE EXTENT AGREED TO IN A CONTRACT SIGNED BY BOTH PARTIES. IN THE EVENT OF MULTIPLE VERSIONS OF TERMS AND CONDITIONS, THE TERMS AND CONDITIONS AS POSTED ON OUR WEBSITE GOVERN. ALL OTHER TERMS AND CONDITIONS ARE HEREBY REJECTED.

TERMS AND CONDITIONS OF SALE

The following terms and conditions shall be deemed a part of every order quoted, accepted or acknowledged by Semler Industries Inc. ("Seller"):

1. DEFINITIONS: As used herein, the term "Buyer" shall mean the purchaser of the goods identified on the front hereof or attachments hereto, and all others liable for the purchase price; the term "Goods" shall mean all machinery, equipment, accessories, parts and any labor, installation, work and services identified or referred to on the face hereof and all attachments, exhibits, and amendments, and in these terms and conditions; the term "Order" shall mean the terms and conditions described in Seller's Quotation or Acknowledgement, all attachments, exhibits, and amendments, and these Terms and Conditions of Sale.

2. QUOTATIONS: In the event of any inconsistency between the terms of Seller's Quotation and Acknowledgement, the terms of Seller's Acknowledgement shall control. The terms of Seller's Quotation may be changed at any time by oral or written notice sent or communicated to Buyer prior to receipt of Buyer's acceptance. An acceptance of Seller's Quotation received more than thirty days after the quotation date may, at Seller's option, be rejected.

3. ACCEPTANCE: SELLER'S ACCEPTANCE OF BUYER'S PURCHASE ORDER RELATING TO THE GOODS IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS ORDER, WHICH ARE IN LIEU OF ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN BUYER'S PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION PERTAINING TO BUYER'S ORDER OR THE GOODS, WHICH ADDITIONAL OR DIFFERENT TERMS SHALL BE DEEMED INEFFECTIVE AND REJECTED. BUYER ASSENTS TO THE TERMS AND CONDITIONS OF THIS ORDER (WHICH INCLUDE THESE TERMS AND CONDITIONS) BY: PLACING AN ORDER BASED UPON OR OTHERWISE ACCEPTING SELLER'S QUOTATION; RECEIVING, AFTER PLACING AN ORDER, SELLER'S ACKNOWLEDGEMENT WITHOUT PROMPTLY OBJECTING TO IT IN WRITING; INSTRUCTING OR REQUESTING SELLER TO BEGIN WORK ON OR TO SHIP ANY OF THE GOODS AFTER RECEIPT OF SELLER'S QUOTATION OR ACKNOWLEDGMENT; OR ACCEPTING OR PAYING FOR ALL OR ANY PART OF THE GOODS.

4. CANCELLATION; RETURNS: This order is not subject to cancellation by Buyer without the written consent of an authorized officer of Seller. No Goods may be returned to Seller for credit, repair or replacement without Seller's written permission.

5. PAYMENT: If any work or shipment of the Goods is delayed by or at the request of Buyer, Seller may demand payment based on the purchase price and the percentage of completion as determined by Seller and payment covering Seller's increased costs as a result of the delays. Any payment of the purchase price not paid by Buyer when due shall be assessed a late payment charge of 1 and 1/2% per month of the overdue payment from its due date until paid or the highest rate late payment charge permitted by applicable law, whichever is lower.

6. TAXES: Prices quoted do not include taxes, license fees, or other assessments with respect to the Goods. Buyer shall pay any and all use, sales, privilege, or other taxes or license fees or assessments imposed by foreign, federal, state or local governments.

7. SHIPMENT: All shipments are F.O.B. Seller's plant or other point of manufacture, and at the risk of Buyer after delivery to the carrier. Unless otherwise indicated in this Order, selection of the means of transportation for shipment of the Goods shall be at Seller's sole discretion. All packing, crating, storage, shipping, insurance and other incidental costs with respect to the Goods shall be for the account of or paid directly by Buyer. Buyer's claims for damage to the Goods in transit must be settled with or filed against the carrier and not Seller. All claims for shortages or other nonconformities of shipments must be reported to Seller in writing within ten days after receipt of each shipment of the Goods.

8. DELAYS: Any delivery date for the Goods acknowledged by Seller is a desired and not a promised date. Seller will make all reasonable efforts to meet the delivery schedule set forth in this Order but shall not be liable for failure to do so. Seller shall not be liable for any damage to or loss of the Goods or any delay in or failure to deliver, service, repair or replace the Goods arising from shortage of raw materials, failure of suppliers to make timely delivery, labor difficulties of any kind, fire, windstorm, flood, theft, war, embargoes, governmental acts or rulings, loss or damage or delays in carriage, acts of God, or any other circumstances reasonably beyond Seller's control. Goods stored at the request of Buyer or because Buyer refuses or delays shipment shall be at the risk and expense of Buyer.

9. INSTALLATION: Unless otherwise stated in this Order, the Goods are sold for installation and servicing by Buyer. Buyer will supply all necessary labor, material, and permits to properly install the Goods in accordance with Seller's specific instructions. Seller will not be responsible for moving any machinery, for pipe fitting, electrical work, or any other labor. Seller recommends that it or one of its authorized representatives supervise Buyer's installation and start-up of the Goods. If Buyer requests Seller's supervision of installation and start-up, Buyer shall promptly pay Seller for such services at Seller's then current rates. If Buyer installs and starts up the Goods without Seller's supervision, Buyer shall have the sole responsibility for all installation procedures. Compliance with any and all local, state and federal requirements is the responsibility of Buyer.

10. WARRANTY: For a period of one year from date of shipment in the case of new Goods, or 30 days from the date of return for Goods serviced or repaired or parts replaced by Seller, Seller will repair or replace any part of the Goods manufactured, repaired, serviced, or replaced by it which it determines to have been defective in material or workmanship under normal use and service. Prior to repair or replacement, Seller shall have the right to examine the part claimed defective at its option either at Buyer's plant or at Seller's plant in Franklin Park, Illinois, with transportation charges prepaid. Buyer shall be responsible for costs of removal, transportation, and reinstallation of warranted parts. For this warranty to apply, Buyer must give Seller written notice of any warranted defect within fifteen days after its discovery and, in any event, not later than three hundred eighty (380) days from the date of shipment of new Goods by Seller or forty-five (45) days from the date of return of Goods or parts serviced, repaired, or replaced by Seller. Any warranted part which has been the subject of warranty service by Seller carries Seller's warranty only until either the expiration of the original warranty period or thirty (30) days from the date the part was replaced or other warranty service performed on it, whichever is later. This warranty shall not apply to any of the Goods or parts thereof not manufactured by Seller, repaired or altered by anyone but Seller, operated or installed contrary to instructions, or subject to misuse, negligence, or accident. The only warranties of the Goods or parts thereof not manufactured by Seller are those of the manufacturer, but Seller will cooperate with Buyer, at Buyer's expense, in Buyer's exercise of rights under any applicable manufacturer's warranty. THE WARRANTIES AND REMEDIES PRINTED ABOVE ARE THE ONLY WARRANTIES AND REMEDIES APPLICABLE TO THE ORDER OR THE GOODS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

11. LIMITATION OF LIABILITY: SELLER SHALL NOT BE LIABLE WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE, FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING COSTS OF REMOVAL, REINSTALLATION OR SHIPMENT, DOWNTIME, LOST PROFITS, OR LOST SALES. UNDER NO CIRCUMSTANCE SHALL SELLER'S LIABILITY OR BUYER'S REMEDY FOR DAMAGES AGAINST SELLER EXCEED THE AMOUNT OF THE PURCHASE PRICE OF SELLER'S GOODS DESCRIBED ON THIS ORDER. IN THE EVENT OF ANY ACCIDENT, OCCURRENCE OR WARRANTY CLAIM CONCERNING THE GOODS, BUYER MUST NOTIFY SELLER PROMPTLY IN WRITING AND PERMIT SELLER TO PRESERVE EVIDENCE, TEST THE GOODS, AND INVESTIGATE THE CAUSE THEREOF. BUYER SHALL GIVE SELLER PROMPT AND CONTINUING ACCESS TO THE GOODS FOR INSPECTION AND TESTING, TO THE ENVIRONMENT AND LOCATION OF THE GOODS, AND SHALL COOPERATE WITH SELLER BY PROMPTLY FURNISHING ALL RELEVANT INFORMATION, DATA, TEST RESULTS, WITNESSES, AND OTHER INFORMATION RELATIVE TO ANY OCCURRENCE, ACCIDENT OR CLAIMED DEFECT IN THE GOODS. FAILURE OF BUYER TO GIVE PROMPT NOTICE AS REQUIRED HEREIN OR TO COOPERATE IN THE INVESTIGATION OF AN OCCURRENCE, CLAIM OR ACCIDENT CONCERNING THE GOODS, SHALL BAR BUYER FROM ANY REMEDY AGAINST SELLER. IN NO EVENT SHALL ANY CAUSE OF ACTION ARISING OUT OF THE ORDER OR CONCERNING THE GOODS THEMSELVES BE BROUGHT BY BUYER MORE THAN EIGHTEEN MONTHS AFTER THE DATE OF SHIPMENT OF THE GOODS. BUYER'S LIMITED WARRANTY OF REPAIR OR REPLACEMENT OR RETURN OF THE PURCHASE PRICE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. IN THE EVENT THAT CONSEQUENTIAL AND INCIDENTAL DAMAGES CONSIST OF PERSONAL INJURY AND/OR PHYSICAL PROPERTY DAMAGES AS WELL AS DAMAGES OF A PECUNIARY NATURE, THIS DISCLAIMER SHALL APPLY TO ALL THREE TYPES OF DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. IF, HOWEVER, THE PERSONAL INJURY AND/OR PHYSICAL PROPERTY DAMAGES CANNOT BE DISCLAIMED OR LIMITED AS PROVIDED HEREIN, THEN IN ANY SUCH EVENT THE DISCLAIMER OF PECUNIARY OR ECONOMIC CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL NEVERTHELESS BE FULLY ENFORCEABLE. SELLER DISCLAIMS ALL RESPONSIBILITIES FOR AND BUYER AGREES TO INDEMNIFY SELLER FROM ANY CLAIMS, DAMAGES, OR EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES) RELATING TO ENVIRONMENTAL DAMAGE, POLLUTION, WASTE OR CLEAN-UPS ARISING OUT OF OR RELATING TO THE GOODS OR THE MAINTENANCE THEREOF OR BUYER'S FAILURE TO COMPLY WITH ALL APPLICABLE ENVIRONMENTAL OR OTHER LAWS.

12. SECURITY INTEREST; DEFAULT: Buyer grants and Seller retains a purchase money security interest in Goods until paid in full, notwithstanding their delivery to Buyer. Buyer agrees to execute upon request financing statements in favor of Seller covering the Goods. If any payment for the Goods is not paid when due Seller may declare all payments immediately due and, in addition to all other rights and remedies accorded to it, enter Buyer's premises and repossesses and sell the Goods on or off Buyer's premises. Buyer shall be liable for Seller's reasonable attorneys' fees and other costs incurred in the collection of amounts owed by Buyer or in enforcing this security interest.

13. GOODS SPECIFIED BY BUYER: If the Goods are manufactured in accordance with Buyer's designs, blueprints, drawings or specifications, (i) Buyer shall indemnify and hold Seller harmless from all liability, damages, and costs, including attorneys' fees, arising out of patent infringement claims, and (ii) Buyer agrees to accept under-runs and over-runs on each of the Goods not exceeding 10% of quantities ordered, with billings adjusted accordingly.

14. APPLICABLE LAWS; ARBITRATION: The Order is made in and it and all matters pertaining to the Goods shall be governed by the laws of the State of Illinois. Any controversy or claim arising out of this Order or its breach or pertaining to the Goods, except any claim or action by Seller to collect amounts owing to it or to enforce its security interest, shall be settled by arbitration in Chicago, Illinois, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

15. INVALID TERM: The invalidity of any term contained in the Order shall not affect any other of its terms.

NONWAIVER: Seller's failure to enforce or declare a default or breach with respect to any particular term or condition of the Order shall not be considered a waiver of Seller's right to enforce or be protected by any other term or condition or, on a subsequent occasion, with respect to that particular term or condition.

17. ALTERATION OF TERMS AND PAROLE EVIDENCE: The terms and conditions of the Order are intended by the parties as a final expression and a complete and exclusive statement of the agreement of the parties. None of the terms and conditions contained in the Order may be modified except by a written instrument signed by an authorized officer of Seller delivered to Buyer.

Form 299

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF A CONTINUOUS SPECIAL EVENT, A WEEKLY MOVIE NIGHT AT TIKI COVE RESTAURANT TO START SATURDAY, NOVEMBER 28, 2026, AT 6:30PM-8:30PM.

November 17, 2026

Background:

The Tiki Cove restaurant in Venetian Bay Town Center is requesting approval of a continuous special event, a weekly Movie Night on Saturday's from 6:30pm-8:30pm beginning on November 28, 2026 and continuing for one year with a possible break during the summer months. The event will be held inside the gated area of the restaurant with an inflatable big screen TV and speakers, with speakers facing the restaurant. Attendee's expected about 75 and primarily for the Venetian Bay community. The event organizer's goal is to create a family friendly environment for both the Venetian Bay and city of New Smyrna Beach community.

Fiscal Analysis:

Continuous special event permit fee of $532.50 will be collected by Leisure Services.

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

MOVIE NIGHTS AT TIKI COVE CONTINUOUS SPEC EVENT APP 112826.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Movie Night @ Tiki Cove & Venetian Bay

Event Date: 11-28, 12-5, 12-12, 12-19, Saturday's 6:30p - 8:30 P

Contact Information: Vince Siravo 386-410-2078

Brief Event Description: Movie night w/ inflatable big screen TV & speakers

75 Attendees

Staff Reviewed:

Name	Department	Ext.	E-mail	Signature	Date
Rob Salazar	Leisure Services	2890	rsalazar@cityofnsb.com		11/3/26
~~Kevin Precourt~~ Ben Hinckley	Public Works	2205	~~kprecourt~~ bhinckley@cityofnsb.com		11/3/26
Stephanie Doster	Planning & Dev.	2800	sdoster@cityofnsb.com		11/3/26
Don Wiech	Fire Department	7631	dwiech@cityofnsb.com		11/4/26
Katie Merrill	Fire Department	7631	kmerrill@cityofnsb.com		11/3/26
William Helms	Police Department	2297	whelms@cityofnsb.com	Sgt. W. Helms	11/3/26
Barbara Bobelak	Code Enforcement	2800	bbobelak@cityofnsb.com	Barbara Bobelak	
Steven Mendygral	Parking	2609	smendygral@cityofnsb.com		11/3/26

Conditions of Approval:

*Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled

Continuous Special Event #532.50

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

Date Entered into RecTrac _____ **Date Agenda Item Created** 11-3-26 **Commission Date** 11-17-26

HH# 12147 # 8224

Road Closures:

No

Special Event Application

Form Submission ID:	31166678
Submission Date/Time:	10/27/2026 at 5:46 pm
Form Status:	New
Patron Email Address:	tikicovevb@gmail.com
Name:	Vince Siravo

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

~~Fall Festival~~ Movie Nights at Tiki Cove

Event Date:

~~10/31/2026~~ Nov 28, Dec 5, 12th, 19th - Saturdays through Nov 2027

Name of Producer and/or Promoter

Tiki Cove

Type of Organization

For-Profit

Address

215 N Airport Road

City

New Smyrna Beach

State

Florida

Zip Code

32168

Work Phone

(386)410-2078

Home Phone

(720)234-5694

Special Event Application

Website

N/A

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Location of Event

Tiki Cove at Ventian Bay

Description of Event

Tiki Cove ~~Fall Festival. Pumpkin painting, face painting, apple bobbing, kids games, car show.~~ Movie Night, Golf Cart parking & lawn seating inside gates. Inflatable big screen & speakers

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for
a minimum of $1,000,000 must be provided no later than five days prior to the scheduled
event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

Will fees be collected on-site before/during the event?

No

Event Start Time:

~~11:00 am~~ 6:30pm - 8:30pm

Event End Time:

~~04:00 pm~~ 8:30pm

Set Up Start Time:

~~10:00 am~~ 6pm

Special Event Application

Breakdown End Time:

~~05:00 pm~~ 9:00pm

Alternative Date:

How will the general public be notified about a cancellation/ postponement of the event?

Social Media

Anticipated number of attendees?

75

Have you held this event in the City of New Smyrna Beach previously?

No

If yes, when?

Have you held this event in another city?

No

If yes, list location(s):

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

Special Event Application

<b> ENTERTAINMENT: </B>

Will there be entertainment?

.No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Will you be using a sound system?

~~No~~ Yes

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Type of System:

Sound Start Time:

Sound End Time:

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Name of Contractor

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

Special Event Application

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

<b> PARADES: </B>

Will this be considered a parade?

No

Special Event Application

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

No

If yes, complete below.

How many vendor locations do you hope to accomodate?

0

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

Will there be food trucks at this event?

<b> PROPOSED SPONSORS: </B>

Will there be any sponsors?

No

If yes, complete below.

Special Event Application

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

Yes, restaurant permit premises

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Tiki Cove

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

For-Profit

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Internet

Telephone number to be released for public information

386-410-2078

SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

No

How many tents exceeding 120 square feet or greater?

0

Special Event Application

Tent locations and sizes must be included on the site plan.

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

No

Will there be any road closures?

No

If yes, City Commission approval will be required.

If yes, list road name(s):

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

No

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

Zero, Bathrooms on site

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

Special Event Application

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

N/A

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

CONFIRMATION:

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time.

Contact Name & Phone Number (1):

Vince Siravo 720-234-5694

Contact Name & Phone Number (2):

Bryant Siravo 720-607-4207

Upload Site Map

\Question Answers Only\1213\Tiki Cove at Venetian Bay 2026 Events.pdf

Upload Documents

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature:

Signee Name: Vince Siravo Date: 10/27/26



Printed Name:

Vince Siravo

Date:

10/27/2026

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF A CONTINUOUS SPECIAL EVENT, A WEEKLY VENDORS MARKET AT TIKI COVE RESTAURANT TO START SATURDAY, NOVEMBER 21, 2026, FROM 8:00AM-2:00PM.

November 17, 2026

Background:

The Tiki Cove restaurant in Venetian Bay Town Center is requesting approval of a continuous special event, a weekly Vendors Market on Saturday's from 8:00am - 2:00pm beginning on November 21, 2026 and continuing for one year with a possible break during the summer months. The event will be held inside the gated area of the restaurant with up to 15 vendors offering clothing, jewelry, baked goods, coffee and small retail. Attendee's expected about 100 and primarily for the Venetian Bay community. The event organizer's goal is to create a family friendly environment for both the Venetian Bay and city of New Smyrna Beach community. Events on November 7th and 14th occurred with a Minor Special Event permit. Event becoming a continuous event.

Fiscal Analysis:

Continuous special event permit fee of $532.50 will be collected by Leisure Services.

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

VENDORS MARKET @ TIKI COVE CONTINUOU SPEC EVENT APP 112126.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Vendors Market @ Tiki Cove, Continuous

Event Date: 11-7-26 Saturday's 8:00am - 2:00pm

Contact Information: Vince Siravo 720-234-5644

Brief Event Description: Farmers Market @ Venetian Bay 15 Vendors

7:00am Set up 3:00pm Breakdown 100 Attendees

Staff Reviewed:

Name	Department	Ext.	E-mail	Signature	Date
Rob Salazar	Leisure Services	2890	rsalazar@cityofnsb.com		11/3/26
~~Kevin Precourt~~ Ben Hinkley	Public Works	2205	~~kprecourt~~ bhinkley@cityofnsb.com		11/3/26
Stephanie Doster	Planning & Dev.	2800	sdoster@cityofnsb.com		11/3/26
Don Wiech	Fire Department	7631	dwiech@cityofnsb.com		11/4/26
Katie Merrill	Fire Department	7631	kmerrill@cityofnsb.com	Katie Merrill	11/3/26
William Helms	Police Department	2297	whelms@cityofnsb.com	Sgt. W. Helms	11/3/26
Barbara Bobelak	Code Enforcement	2800	bbobelak@cityofnsb.com	Barbara Bobelak	11/3/26
Steven Mendygral	Parking	2609	smendygral@cityofnsb.com		11/3/26

Conditions of Approval:

*Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled

Alcohol in Restaurant & within the gate/fence.

Continuous Special Event - Beginning 11/21

Music 11/7 & 11/14

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

Date Entered into RecTrac _____ **Date Agenda Item Created** 11-3-26 #8227 **Commission Date** 11-17-26

Road Closures:

No

Special Event Application

Form Submission ID:	31129709
Submission Date/Time:	10/26/2026 at 12:03 pm
Form Status:	New
Patron Email Address:	tikicovevb@gmail.com
Name:	Vince Siravo

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

Vendors Market at Tiki Cove

Event Date:

11/07/2026

Name of Producer and/or Promoter

Tiki Cove at Venetian Bay

Type of Organization

For-Profit

Address

215 N Airport Rd

City

New Smyrna Beach

State

Florida

Zip Code

32168

Work Phone

(386)410-2078

Home Phone

(720)234-5694

Special Event Application

Website

Social Media only

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Location of Event

Tiki Cove at Venetian Bay

Description of Event

Vendors Market

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for
a minimum of $1,000,000 must be provided no later than five days prior to the scheduled
event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

Will fees be collected on-site before/during the event?

Yes

Event Start Time:

08:00 am

Event End Time:

02:00 pm

Set Up Start Time:

07:00 am

Special Event Application

Breakdown End Time:

03:00 pm

Alternative Date:

How will the general public be notified about a cancellation/ postponement of the event?

Social Media

Anticipated number of attendees?

100

Have you held this event in the City of New Smyrna Beach previously?

No

If yes, when?

Have you held this event in another city?

No

If yes, list location(s):

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

Special Event Application

<b> ENTERTAINMENT: </B>

Will there be entertainment?

No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Will you be using a sound system?

No

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Type of System:

Sound Start Time:

Sound End Time:

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Name of Contractor

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

Special Event Application

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

<b> PARADES: </B>

Will this be considered a parade?

No

Special Event Application

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

Yes

If yes, complete below.

How many vendor locations do you hope to accomodate?

15

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

Clothing, Jewelry, baked goods, coffee, small retail

Will there be food trucks at this event?

No

<b> PROPOSED SPONSORS: </B>

Will there be any sponsors?

No

Special Event Application

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

Yes

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Tiki Cove at Venetian Bay

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

For-Profit

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Internet

Telephone number to be released for public information

386-410-2078

SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

Yes

How many tents exceeding 120 square feet or greater?

Special Event Application

0

Tent locations and sizes must be included on the site plan.

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

No

Will there be any road closures?

No

If yes, City Commission approval will be required.

If yes, list road name(s):

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

No

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

Zero, we have bathrooms on site

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

Special Event Application

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

Nothing more than normal for Tiki Cove

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

CONFIRMATION:

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time.

Contact Name & Phone Number (1):

Vince Siravo 720-234-5694

Contact Name & Phone Number (2):

Bryant Siravo 720-607-4207

Upload Site Map

\Question Answers Only\1206\new doc 26-10-26 11.53.14.pdf

Upload Documents

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature:

Signee Name: Vince Siravo Date: 10/26/26



Printed Name:

Vince Siravo

Date:

10/26/2026

215 N Airport Rd.
New Smyrna Beach
FL 32168
Air boat Rd
Fence
Patio
Main Building
Tiki Bar
Pool
N
W
E
S
Grass area
Stage
Gazebo
Vendor 1 10x10
Vendor 2 10x10 Tent
Vendor 3 10x10 Tent
Vendor 4 10x10 Tent
Vendor 5 10x10 Tent
Vendor 6 10x10 Tent
Vendor 7 10x20 Tent
Vendor 8 10x10 Tent
Vendor 9 10x10 Tent
Vendor 10 10x10 Tent
Vendor 11 10x10 Tent
Vendor 12 10x10
Vendor 13 10x10
Vendor 14 10x10
Vendor 15 10x10
FENCE
FENCE
FENCE
PARKING LOT

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

CONSIDER THE APPROVAL OF A PROPORTIONATE FAIR SHARE AGREEMENT (PFSA) FOR THE OFF-SITE ROADWAY IMPROVEMENTS REQUIRED TO MITIGATE TRAFFIC IMPACTS ASSOCIATED WITH THE SOUTH VILLAGE DEVELOPMENT, LOCATED SOUTH OF STATE ROAD 44 AND WEST OF INTERSTATE 95, IN THE TOTAL AMOUNT OF $7,304,685.17.

November 17, 2026

Background:

Applicant: Jessica Gow, Cobb Cole Law Firm. One Daytona Blvd., Ste 600, Daytona Beach, FL 32114;

Developer/Owner: Pulte Home Company LLC, 3350 Peachtree Road Northeast, Suite 1500 Atlanta, Ga 30326;

Request: Approval of a Proportionate Fair Share Agreement (PFSA) for off-site roadway improvements required to mitigate traffic impacts associated with the proposed South Village single-family development. The total proportionate fair share amount is $7,304,685.17, which will be paid toward roadway improvements within the identified impact area. The agreement is between the City of New Smyrna Beach, Volusia County, and Pulte Home Company LLC, as the Developer/Owner.

Site Data: The request pertains to the existing 1,363-acre South Village Planned Unit Development (PUD), generally located south of State Road 44 and west of Interstate 95. The PFSA applies only to the 1,277 single-family residential lots/units authorized within Phases 1 through 3 and does not include the other uses approved within the PUD.

Attachments:

- Location Map

- Proportionate Fair Share Agreement
- Proportionate Share Calculation
- South Village Phasing Plan

BACKGROUND

This request pertains to the existing South Village Planned Unit Development (PUD), which was originally approved by the City in September 2011 for the rezoning of a total 1,363-acre PUD area. The South Village PUD is governed by a Master Development Agreement (MDA) and Conceptual Development Plan (CDP), which establish the permitted land uses, development phases, and development standards for the project. The South Village PUD comprises the residential portion of the overall mixed-use development known as “Tidewinds.”

The approved MDA and CDP illustrate five (5) phases of mixed-use development within the South Village PUD. Phases 1 through 3 permit a maximum of 1,277 single-family residential lots/units, while Phases 4 and 5 include approximately 74 acres of commercial development, 78 acres of multifamily residential development, a 20-acre school site, and approximately 51 acres of active recreation areas. These future commercial, multifamily, school, and recreation components are not included in this Proportionate Fair Share Agreement (PFSA) and are not part of the current request.

An application for the Final Plat for Phase 1A has been submitted to the City and is currently under review.

A Traffic Impact Analysis (TIA), dated October 2024, evaluated roadway capacity and identified transportation impacts associated with the proposed 1,277 single-family residential lots/units within Phases 1 through 3 of the South Village PUD. The PFSA was prepared to address those impacts and satisfy applicable traffic concurrency requirements. Future development of the commercial and multifamily portions of the Tidewinds development is outside the scope of this agreement and will be subject to separate review and transportation analysis.

Findings:

PROJECT SCOPE AND PHASING

South Village Residential, the residential component of the Tidewinds mixed-use development, consists of 1,277 residential dwelling units planned on approximately 289 acres. The project is proposed in two phases:

- Phase 1: 551 residential units by 2030.
- Phase 2: 726 residential units by 2035.

While this agreement applies to all 1,277 residential units, it does not address the future commercial or multi-family portions of the Tidewinds PUD. Those uses will be evaluated separately at the time development applications are submitted.

PROPORTIONATE FAIR SHARE TERMS

The proposed Proportionate Fair Share Agreement requires the developer, Pulte Home Company, LLC, to contribute $7,304,685.17 toward transportation improvements needed to mitigate roadway impacts associated with the development. The proportionate fair share amount is based on $5,720.19 per residential unit and will be paid proportionately as development phases move forward.

Payments must be made prior to issuance of a final plat development order for each phase. If development or payment deadlines are not met by December 31, 2030 or December 31, 2035, the Traffic Impact Analysis must be updated and the remaining proportionate fair share obligation recalculated. Upon payment, the developer will receive applicable Volusia County transportation impact fee credits.

SUMMARY:

The agreement establishes transportation mitigation obligations for the entire South Village single-family residential development, consisting of 1,277 single-family residential lots/units within Phases 1 through 3 of the South Village PUD. The agreement applies throughout the phased buildout of those units and establishes a total proportionate fair share amount of $7,304,685.17 to be paid toward transportation improvements within the identified impact area.

The larger South Village PUD also authorizes future commercial development, multifamily residential development, a school site, and active recreation areas; however, those uses are not included in this PFSA and are not part of the current request.

The PFSA and supporting documentation have been reviewed by Volusia County and the City's traffic engineering consultant. Following approval by the City Commission, the agreement will be scheduled for consideration by the Volusia County Council.

RECOMMENDATION:

Staff recommends that the City Commission approve the South Village Residential Proportionate Fair Share Agreement for the 1,277 single-family residential lots/units authorized within Phases 1 through 3 of the South Village PUD to mitigate transportation impacts associated with the proposed development.

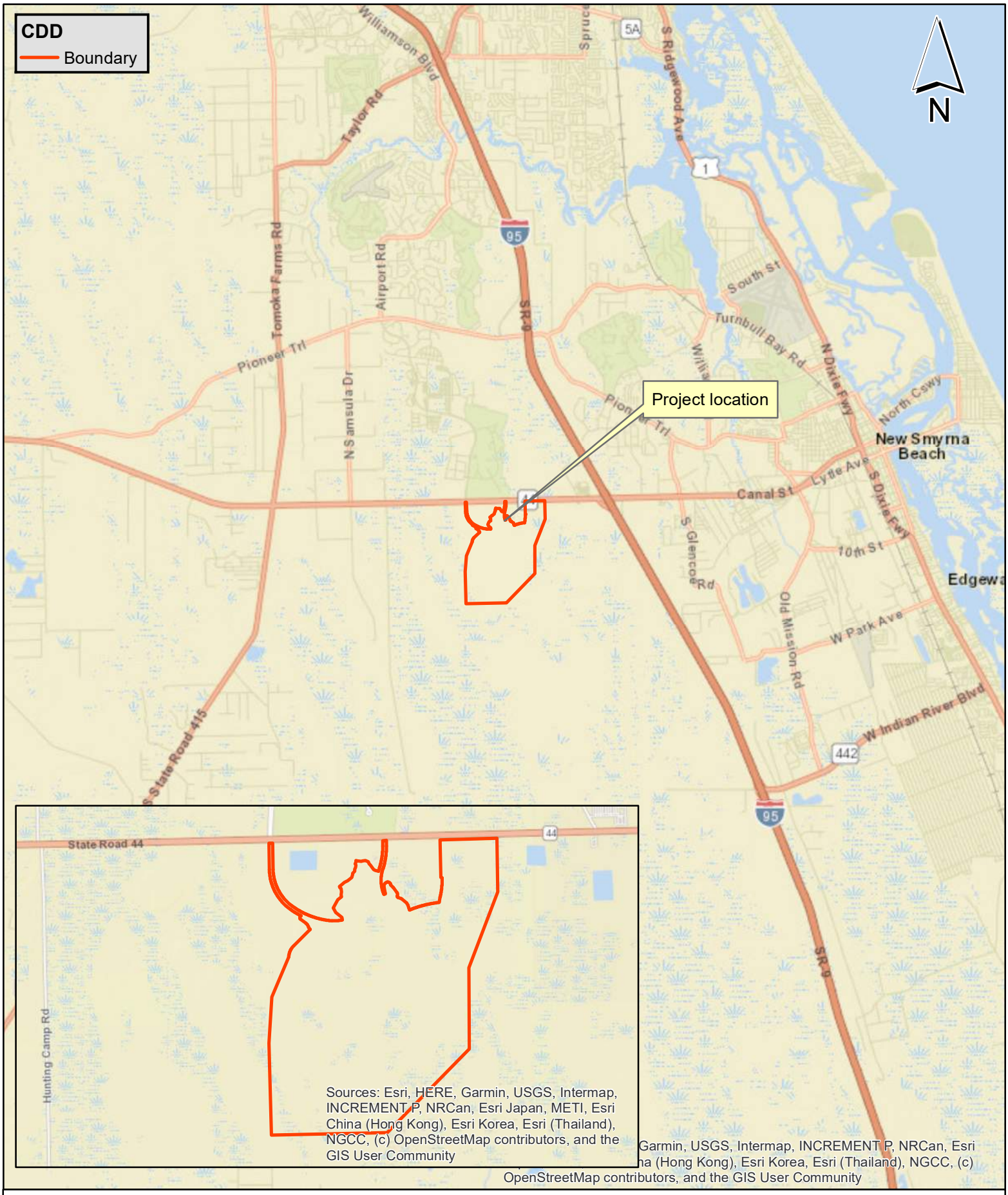
Fiscal Analysis:
N/A.

Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Location Map.pdf
Proportionate Fair Share Agreement.pdf
Proportionate Share Calculation- Dated 05-27-2026.pdf
South Village Phasing Plan.pdf



Info:

Date Saved: 3/10/2025 Created by: ghayworth
Path: Z:\PROJECTS\2021\21066 South Village\CDD Map.mxd

10,000 5,000 0 10,000 Feet

Location Map
South Village NSB CDD
New Smyrna Beach, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

214

Document prepared by:
Cobb Cole Law Firm
One Daytona Blvd., Ste 600
Daytona Beach, FL 32114

Return recorded document to:
City of New Smyrna Beach Records Clerk
210 Sams Ave, New Smyrna Beach, FL 32168

SOUTH VILLAGE RESIDENTIAL
PROPORTIONATE FAIR SHARE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into by and between the following entities: **PULTE HOME COMPANY LLC,** a limited liability company ("Developer" or "Owner"), mailing address: 3350 Peachtree Road Northeast Suite 1500 Atlanta, Ga 30326; **THE CITY OF NEW SMRYNA BEACH**, a Florida municipal corporation ("City"), mailing address: 210 Sams Ave, New Smyrna Beach, FL 32168; and **THE COUNTY OF VOLUSIA**, a political subdivision of the State of Florida ("County"), mailing address: 123 West Indiana Avenue, DeLand, FL 32720. Collectively, the Developer, City, and County are referred to herein as the "Parties."

WHEREAS Developer is the owner of 289 +/- acres of land located generally south of State Road 44 and Airport Road in New Smyrna Beach, Florida, identified as a portion of Volusia County Parcel Identification Number(s) 7319-00-00-0040, 7320-00-00-0020, 7321-00-00-0030, 7321-00-00-0080, 7328-00-00-0020, 7329-00-00-0020, 7330-00-00-0020, 7320-00-00-0027, 7329-00-00-0021, 7328-00-00-0021, and 7329-00-00-0022, which is intended to be developed as the residential portion of an overall mixed use development known as "Tidewinds", as such residential portion is located and described on Exhibit A (the "Property"); and

WHEREAS the Property is undergoing subdivision plat/construction plan review by the City to authorize development of a residential subdivision ("Project"); and

WHEREAS, in connection with the site plan review, a Traffic Impact Analysis ("TIA"), dated October 2024, of the existing road network in the vicinity of the Project was performed on behalf of the Developer in order to determine the availability of roadway capacity to serve the Project; and

WHEREAS the results of the TIA indicate that insufficient roadway capacity exists in the vicinity of the Property without the anticipated traffic impacts of the Project; and,

WHEREAS Florida Statutes § 163.3180(5)(h) (2021) authorizes payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances, but specifically exempts backlogged failures from the requirement for proportionate fair share payment; and

WHEREAS, through the TIA, certain traffic impacts were identified in the vicinity of the Project ("Impact Area"), and Developer's obligation to make a contribution payment for certain roadway improvements is set forth in this Agreement; and

WHEREAS, LTG, Inc., in a TIA dated October 2024**,** calculated the Project's proportionate share of the total costs of the offsite traffic improvements to be constructed within the Impact Area, based upon the development of 1,277 residential units, as further detailed in the TIA; and

WHEREAS, the TIA established a buildout year of 2030 for the initial 551 single family units, and a buildout year of 2035 for the buildout of the remaining 726 units. If the proportionate fair share amount is not paid prior to December 31, 2030, for a portion of the project, and/or December 31, 2035, as detailed in Section 3.(1) herein, then the TIA must be updated, and the proportionate fair-share amount recalculated based on conditions at that time;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, the Developer, County, and City do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement and are incorporated herein by reference.

2. Roadway Improvements. Developer shall pay the Proportionate Fair Share (defined below) to the County as consideration for the roadway improvements to be constructed as required by the City and County as a result of the traffic impacts created by the Project ("Roadway Improvements") in order to satisfy concurrency requirements consistent with the requirements of Section 3.4(Z) of the City's Land Development Code and Section 72 of the County's Land Development Code:

3. Proportionate Fair Share. For purposes of this Agreement, the amount of Seven million three hundred four thousand six hundred eighty-five dollars and seventeen cents **($7,304,685.17)**, referred to herein as "Proportionate Fair Share (PFS)," is the amount due for the Project, and further detailed in Exhibit "B", and shall be paid to the County as directed herein before a final plat **development order** for the Project or a phase thereof will be issued by the City. The Proportionate Fair Share shall be remitted based on the pro-rata impacts of each permitted attached or detached single family unit (at a rate of $5,720.19 per unit) in each development phase as follows:

   (1) Buildout or payment by 2030: If the proportionate share is not paid for the 551 single-family units prior to December 31, 2030 the TIA shall be revised based on updated traffic conditions and the Proportionate Fair Share for the remaining unpaid balance re-calculated. The units may be approved in any number or amount of phases for development up to the total of 551 units for the Development.
   (2) Buildout or payment by 2035: The remaining residential units allocated herein shall be constructed or the proportionate share paid prior to December 31, 2035 or the TIA shall

be revised based on updated traffic conditions and the Proportionate Fair Share for the remaining unpaid balance re-calculated.

If Developer does not pay the PFS within one (1) year of the date of the execution of this Agreement by all parties hereto, then the PFS amount shall be revised based on the Consumer Price Index published inflationary rate for Transportation Services. The parties agree that the location and timing of construction of the thoroughfare road improvements shall be constructed as determined by the County. Once Developer has paid the PFS, Developer agrees to waive the right to request a return of the PFS payment. Developer shall be entitled to County thoroughfare road impact fee credits equal to the amount of the PFS payment.

4. County's Application of Proportionate Fair Share. The Parties intend that the County will apply the Proportionate Fair Share to the cost of installing Roadway Improvements in the Impact Area. Developer acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific Roadway Improvements.

5. Developer Acknowledgement/Waiver. Developer acknowledges that the payment of the PFS does not release the Developer from payment of any other City development or building related fees including impact fees, or such other City fees as may be prescribed by law. Developer specifically waives Developer's right to claim any and all City road impact fee credits, except as such credits may be due under the terms of the City's impact fee ordinance.

6. Timing. The Parties agree that the timing of construction of the Roadway Improvements shall be determined by the County of Volusia.

7. Effective Date. The effective date of this Agreement shall be the last date upon which all Parties hereto cause this Agreement to be executed as indicated below their respective signatures.

8. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the Parties hereto and the Property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the Property or any portion thereof.

9. Venue. In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Volusia County, State of Florida.

10. Execution. This Agreement will be executed by all Parties and requires administrative approval of form and substance of the TIA by The City of New Smyrna Beach. This Agreement must also be approved by the Volusia County Council.

11. Recordation. This Agreement will be recorded in the Public Records of Volusia County, Florida, at Developer's expense.

12. Amendment. Amendments to this Agreement will be in writing, signed by all Parties. All amendments require approval of the City and the County.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic (i.e., facsimile or email) transmittal or delivery of a fully executed copy of this Agreement shall be deemed valid as if a fully executed original copy of this Agreement was transmitted or delivered.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors, and assigns.

Signed, sealed, and delivered in the presence of:

THE CITY OF NEW SMRYNA BEACH, FLORIDA, a Florida municipal corporation

_____
Witness 1 (Signature)

By: _____

_____
Print Name of Witness 1

_____ Attest: _____
Witness 2 (Signature)

Date: _____

_____ Print
Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2026 by _____ and _____, _____, and **City Clerk, respectively**, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public

_____
Printed Name:

Commission No. _____

Approved as to form by:

_____
Carrie Avallone, City Attorney

Signed, sealed, and delivered in the presence of:

_____
Witness 1 Signature

_____
Printed Name of Witness 1

_____
Witness 2 Signature

_____
Printed Name of Witness 2

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

_____
Jeffrey S. Brower, County Chair

Attest
By:

_____
George Recktenwald, County Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2026 by Jeffrey S. Brower, County Chair of the County of Volusia, Florida, a political subdivision of the State of Florida, on behalf of the County. They are personally known to me and did not take an oath.

Notary Public: _____

Printed Name: _____

Commission No.: _____

Approved as to form by:

_____
Christopher Ryan
Assistant County Attorney

Signed and delivered in the presence of:

Witness 1 Signature

Christopher Anderson
Printed Name of Witness 1

Witness 2 Signature

Hannah Rose
Printed Name of Witness 2

PULTE HOME COMPANY LLC
Developer

By: _____
Name: Maleia Smi Ferguso
Its: Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of SEPTEMBER 2026, by MALEIA SMI FERGUSO as DIRECTOR of **PULTE HOME COMPANY LLC** referred to in this agreement as "Developer". He/she is (X) personally known to me or (__) produced as identification and did not take an oath.

EUGENIA RIOS-DORIA
Notary Public - State of Florida
Commission # HH 334450
My Comm. Expires Nov 21, 2026
Bonded through National Notary Assn.

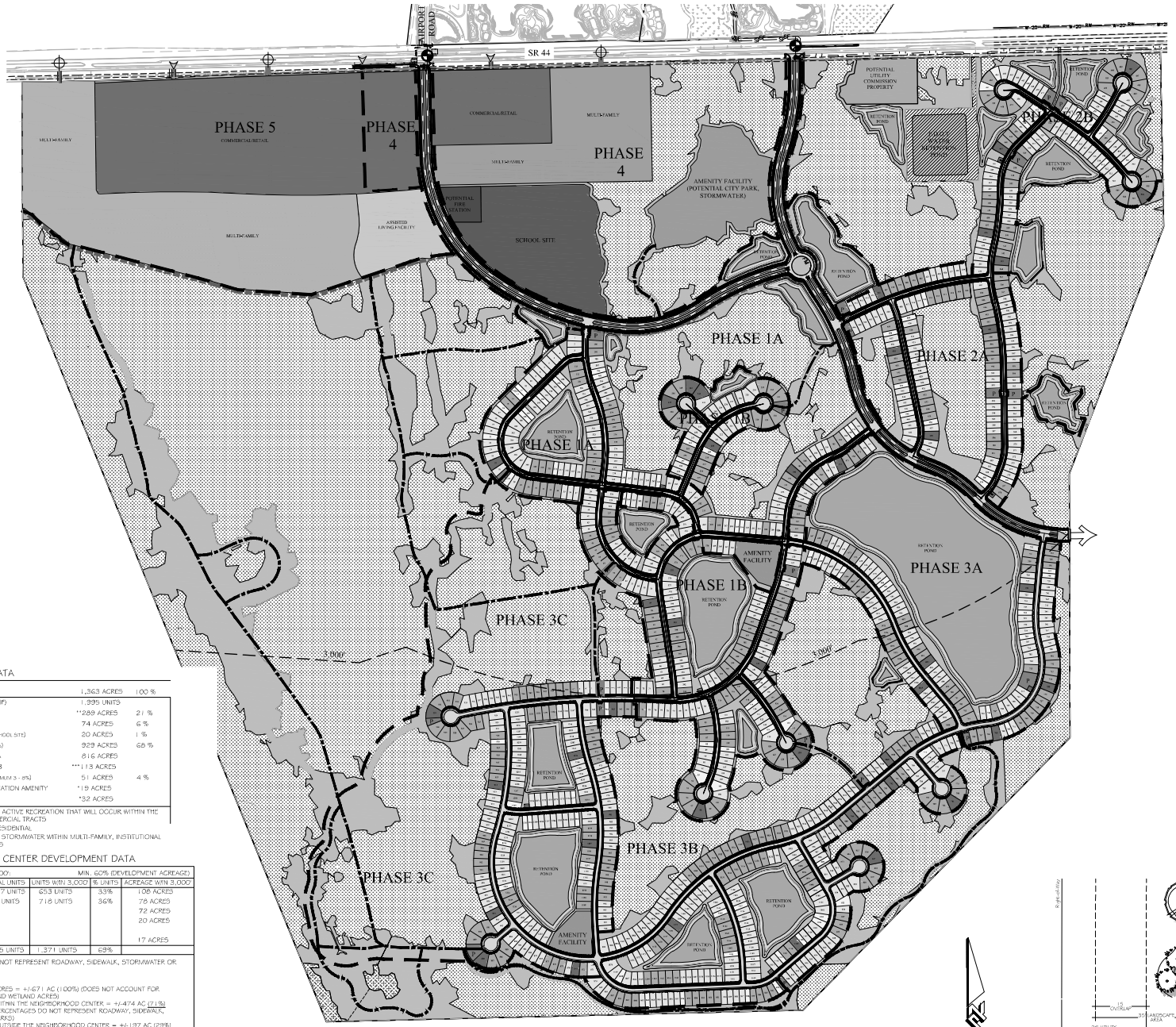
Notary Public _____

Printed Name: EUGENIA RIOS-DORIA

Commission No. HH334450

EXHIBIT A

PROPERTY



LOT COUNT PER PHASE:

PHASE 1A		PHASE 1B	
40' LOT	17	40' LOT	16
50' LOT	91	50' LOT	126
60' LOT	42	60' LOT	101
64' LOT	3	64' LOT	14
TOTAL PHASE 1A:	153	TOTAL PHASE 1A:	257
PHASE 2A		PHASE 2B	
40' LOT	10	40' LOT	12
50' LOT	85	50' LOT	60
60' LOT	42	60' LOT	38
64' LOT	4	64' LOT	5
TOTAL PHASE 1A:	141	TOTAL PHASE 1A:	115
PHASE 3A		PHASE 3B	
40' LOT	11	40' LOT	16
50' LOT	76	50' LOT	152
60' LOT	44	60' LOT	81
64' LOT	5	64' LOT	6
TOTAL PHASE 1A:	136	TOTAL PHASE 1A:	257
PHASE 3C			
40' LOT	14		
50' LOT	126		
60' LOT	69		
64' LOT	9		
TOTAL PHASE 1A:	218		

PROJECT TOTAL LOT COUNT: 1,277

LEGEND

- SINGLE FAMILY - LOW DENSITY RESIDENTIAL (40' X 125')
- SINGLE FAMILY - LOW DENSITY RESIDENTIAL (50' X 125')
- SINGLE FAMILY - LOW DENSITY RESIDENTIAL (60' X 125')
- SINGLE FAMILY - LOW DENSITY RESIDENTIAL (64' X 125')
- MULTI-FAMILY
- ASSISTED LIVING FACILITY
- AMENITY FACILITIES
- COMMERCIAL/RETAIL
- INSTITUTIONAL (SCHOOL SITE)
- FIRE STATION
- WETLAND PRESERVATION
- UPLAND PRESERVATION
- P — PARK AREA
- STORMWATER RETENTION POND
- FDOT RETENTION EASEMENT
- EXISTING FDOT RETENTION POND
- UTILITY COMMISSION PROPERTY
- PROPOSED LIFT STATION
- PEDESTRIAN TRAIL SYSTEM
- NEIGHBORHOOD CENTER LIMITS
- NEIGHBORHOOD CENTER 3,000' BUFFER
- PHASING LINES
- FULL ACCESS / MEDIAN CUT
- PROPOSED DIRECTIONAL MEDIAN OPENING AND DRIVEWAY
- RIGHT-IN / RIGHT-OUT DRIVEWAY

PROJECT SITE DATA

PROJECT AREA:	1,363 ACRES	100 %
RESIDENTIAL UNITS (SF/MF)	1,395 UNITS	
RESIDENTIAL AREA	**289 ACRES	21 %
COMMERCIAL AREA	74 ACRES	6 %
INSTITUTIONAL AREA (SCHOOL SITE)	20 ACRES	1 %
OPEN SPACE (MINIMUM 50%)	929 ACRES	68 %
- PRESERVATION AREA	816 ACRES	
- STORMWATER AREA3	***113 ACRES	
ACTIVE RECREATION (MINIMUM 3 - 6%)	51 ACRES	4 %
- COMMUNITY RECREATION AMENITY	*19 ACRES	
- PARKS AND TRAILS	*32 ACRES	

* DOES NOT ACCOUNT FOR ACTIVE RECREATION THAT WILL OCCUR WITHIN THE MULTI-FAMILY AND COMMERCIAL TRACTS

** INCLUDES MULTIFAMILY RESIDENTIAL

*** DOES NOT ACCOUNT FOR STORMWATER WITHIN MULTI-FAMILY, INSTITUTIONAL AND COMMERCIAL TRACTS

NEIGHBORHOOD CENTER DEVELOPMENT DATA

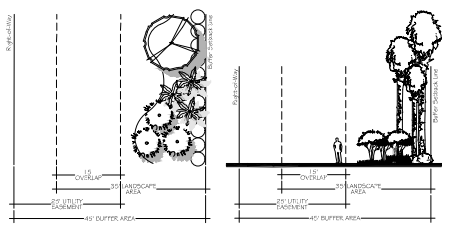
DEVELOPMENT WITHIN 3,000':			MIN. 60% (DEVELOPMENT ACREAGE)	
USE	TOTAL UNITS	UNITS WITH 3,000'	% UNITS	ACREAGE WITH 3,000'
SINGLE FAMILY	1,277 UNITS	653 UNITS	33%	108 ACRES
MULTI-FAMILY	718 UNITS	718 UNITS	36%	78 ACRES
COMMERCIAL USE:				72 ACRES
SCHOOL SITE:				20 ACRES
RECREATION:				
-AMENITY				17 ACRES
TOTAL SF/MF UNITS	1,995 UNITS	1,371 UNITS	69%	

ABOVE PERCENTAGES DO NOT REPRESENT ROADWAY, SIDEWALK, STORMWATER OR PARKS

DEVELOPMENT ACRES:
-TOTAL DEVELOPMENTABLE ACRES = +/-671 AC (100%) (DOES NOT ACCOUNT FOR PRESERVED UPLANDS AND WETLAND ACRES)
-DEVELOPMENT ACRES WITHIN THE NEIGHBORHOOD CENTER = +/-474 AC (71%)
(INCLUDES ABOVE PERCENTAGES DO NOT REPRESENT ROADWAY, SIDEWALK, STORMWATER OR PARKS)
-DEVELOPMENT ACRES OUTSIDE THE NEIGHBORHOOD CENTER = +/-197 AC (29%)

RESIDENTIAL UNITS:
-TOTAL SF/MF RESIDENTIAL UNITS = +/-1,995 UNITS (100%)

SCALE : 1" = 400'



LANDSCAPE AND UTILITY BUFFER AREAS 45'

ZEV COHEN & ASSOCIATES, INC.
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS
1.	6/21/24	SMG	REVISED PER CITY COMMENTS DATED 5/24/24

SOUTH VILLAGE
FINAL ENGINEERING PLANS
CONCEPTUAL DEVELOPMENT PLAN

VOLUSIA COUNTY, FLORIDA

CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 21066
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: MK

DRAWING FILE: 21066_PD12
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

NOT VALID WITHOUT SEAL

SHEET: CDP OF

EXHIBIT B

PROP SHARE CALCULATION

NSB South Village Proportionate Share (PS) Determination

Roadway	Segment From:	Segment To:	FDOT Cost per Mile Model[1]		Estimated Length (miles)	Improvement	Base Improvement Cost	Additional Cost[2]	Total Estimated Improvement Cost[3]	Project Volume (a)	Unimproved Capacity (b)	Improved Capacity (c)	PS (%) (d)=a/(c-b)	Proportionate Share Cost
SR 44	Airport Rd.	I-95	FDOT	$4,836,960.89	2.05	Widen from 4 to 6 lanes (Rural)	$9,915,769.82	$0.00	$12,394,712.28	497	3,455	5,114	29.95%	$3,712,065.08
	I-95	Sugar Mill Dr.	Volusia County	$6,450,932.14	0.50	Widen from 4 to 6 lanes (Rural)	$3,225,466.07	$0.00	$3,522,208.95	180	3,455	5,114	10.85%	$382,041.34
	Sugar Mill Dr.	Glencoe Rd.	Volusia County	$6,450,932.14	0.56	Widen from 4 to 6 lanes (Rural)	$3,612,522.00	$0.00	$3,944,874.02	132	3,455	5,114	7.95%	$313,783.29
	Glencoe Rd.	Colony Park Rd.	Volusia County	$6,450,932.14	0.37	Widen from 4 to 6 lanes (Rural)	$2,386,844.89	$0.00	$2,606,434.62	114	3,455	5,114	6.87%	$179,050.04
	Colony Park Rd.	Mission Dr.	Volusia County	$6,450,932.14	1.37	Widen from 4 to 6 lanes (Rural)	$8,837,777.04	$0.00	$9,650,852.52	103	3,455	5,114	6.21%	$598,998.38
Pioneer Trail	Airport Rd.	Williamson Blvd.	Volusia County	-	1.80	Widen from 2 to 4 lanes (Rural)	County Project Est.	$0.00	$16,461,900.00	34	1,230	3,410	1.56%	$256,745.23
	Williamson Blvd.	Turnbull Bay	Volusia County	-	0.71	Widen from 2 to 4 lanes (Rural)	County Project Est.	$0.00	$106,636,490.69	1	1,230	3,410	0.05%	$48,915.82
Sugar Mill Dr.	SR 44	Sarinna Lakes Driveway	Volusia County	$12,630,769.23	0.40	Widen from 2 to 4 lanes (Rural)	$5,052,307.69	$0.00	$5,517,120.00	46	1,230	3,410	2.11%	$116,416.29
	Sarinna Lakes Driveway	Pioneer Trail	Volusia County	$12,630,769.23	0.90	Widen from 2 to 4 lanes (Rural)	$11,367,692.31	$0.00	$12,413,520.00	48	1,230	3,410	2.20%	$273,325.21
													Segment PS Subtotal:	**$5,881,340.69**
													CPI% FDOT[4] **5.79%**	**$214,900.04**
													CPI% VC[5] **8.24%**	**$178,726.52**
													Segment PS Cost (April 2026)	**$6,274,967.25**

Off-Site Intersections	FDOT Cost per Mile Model[1]	Estimated Lane Length (feet)[6]	Improvement	Base Improvement Cost	Additional Cost[2]	Total Estimated Improvement Cost[3]	Project Volume (a)	Unimproved Lane Group Capacity (b)	Improved Lane Group Capacity (c)	PS (%) (d)=(a)/Total Volume at the Intersection	Proportionate Share Cost
SR 44 at SR 415/Tomoka Farms Rd.	-	-	Optimize signal timing splits	$5,000.00	$0.00	$6,250.00	-	-	-	100.00%	$6,250.00
SR 44 at Ocean Gate Blvd.[7]	$270,409.62	520	Add second southbound left-turn lane	$468,710.01	$185,000.00	$817,137.51	495	6,274	6,493	13.72%	$112,138.36
	-	-	Optimize signal timing splits	$5,000.00	$0.00	$6,250.00	-	-	-	100.00%	$6,250.00
SR 44 at I-95 NB Ramp	-	-	Optimize signal timing splits	$5,000.00	$0.00	$6,250.00	-	-	-	100.00%	$6,250.00
										Offsite Intersection PS Subtotal:	**$130,888.36**
										CPI% FDOT[4] **5.79%**	**$7,577.43**
										Intersection PS Cost (April 2026)	**$138,465.79**

Turn Lane Length Extensions	FDOT Cost per 300 ft	Improvement	Additional Cost[2]	Total Estimated Improvement Cost[3] (a)	Build-out Queue Length (ft.) (b)	Background/Existing Queue Length (ft.) (c)	Proportionate Share Cost (d)=[(b-c)/300]*(a)
SR 44 at Airport Rd.	$270,409.62	Westbound left-turn lane deficient by 200-ft.	$0.00	$338,012.03	660	460	$225,341.35
	$266,903.26	Westbound right-turn lane deficient by 25-ft.	$0.00	$333,629.08	535	510	$27,802.42
	$270,411.62	Southbound left-turn lane deficient by 150-ft.	$0.00	$338,014.53	690	540	$169,007.26
SR 44 at Ocean Gate Blvd.	$270,412.62	Eastbound left-turn lane deficient by 50-ft.	$0.00	$338,015.78	600	550	$56,335.96
	$270,413.62	Westbound left turn lane deficient by 50-ft.	$0.00	$338,017.03	650	600	$56,336.17
	$270,414.62	Northbound left-turn lane deficient by 25-ft.	$0.00	$338,018.28	245	220	$28,168.19
	$266,903.26	Southbound right-turn lane deficient by 75-ft.	$0.00	$333,629.08	590	515	$83,407.27
Airport Rd at Pioneer Trl.	$270,415.62	Eastbound left-turn lane deficient by 50-ft.	$0.00	$338,019.53	365	315	$56,336.59
	$266,903.26	Northbound right-turn lane deficient by 25-ft.	$0.00	$333,629.08	315	290	$27,802.42
	$270,415.62	Southbound left-turn lane deficient by 25-ft.	$0.00	$338,019.53	365	340	$28,168.29
	$266,903.26	Southbound right-turn lane deficient by 50-ft.	$0.00	$333,629.08	440	390	$55,604.85
SR 44 at Glencoe Rd.	$270,415.62	Westbound left-turn lane deficient by 25-ft.	$0.00	$338,019.53	700	675	$28,168.29
						Offsite Intersection Turn Lane PS Subtotal:	**$842,479.07**
						CPI% FDOT[4] **5.79%**	**$48,773.06**
						Turn Lane PS Cost (April 2026)	**$891,252.13**

[1] *Cost obtained from FDOT long Range Estimates (LRE) for improvement identified; unless otherwise stated.*
[2] *Additional costs pertain to site specific modifications associated with the improvement (examples include traffic signal updates, right-of-way, bridge modifications, etc.)*
[3] *Improvement includes Design & CEI (25%).*
[4] *CPI calculated based on FDOT Cost Per Mile Estimate dated August 2024 to April 2026.*
[5] *CPI Calculated based on Volusia County estimate dated October 2023 to April 2026.*
[6] *Turn lanes are measured in feet and unit cost is based on 300 feet unless otherwise stated.*
[7] *PS % based on 100% as capacity is only slightly increased at the intersection with the addition of a southbound left-turn lane.*

PS Grand Total:	**$7,304,685.17**

NSB South Village
Estimated Transportation Impact Fees

Land Use	Land Use Code	Quantity		Volusia County Rate ($/Unit-SF)[1]	Volusia County Impact Fee Total	City of New Smyrna Beach Rate ($/Unit-KSF)	City of New Smyrna Beach Impact Fee Total
Single Family Residential (2,201 to 3,000 sq. ft.)	210	1,277	DU	$5,835.00	$7,451,295.00	$1,752.00	$2,237,304.00
Estimated Grand Total:					**$9,688,599.00**		

[1] *Volusia County Impact Fees rate as of April 2024*

EXHIBIT C

IMPACT FEE CREDIT INSTRUCTIONS

Volusia County
FLORIDA

REQUIREMENTS FOR PROPORTIONATE FAIR SHARE PAYMENTS & COUNTY TRANSPORTATION IMPACT FEE CREDIT PROCESS

To make a Proportionate Fair Share (PFS) payment to Volusia County, please submit:

1. **PFS Calculation:** The applicant shall submit the city and/or county approved PFS calculation based on the city and/or county approved TIA.

2. **PFS development agreement:** The project's recorded development agreement, including PFS calculation and any other documentation supporting the PFS amount, must accompany the PFS payment to the county. This serves as notification to the county that the city has officially approved the PFS amount and allows the respective PFS payment to be paid to the county. The developer making the PFS payment to the county would then be eligible to receive county impact fee credits. *If the city requires the county to be a party to the PFS or development agreement, please contact the County Engineer (386-736-5967). Following the city's approval, allow adequate time for preparation and scheduling of the County Council agenda item.*

3. **PFS check:** Checks can be addressed to: "County of Volusia." In return, a receipt will be provided. County staff will confirm that the check has an approved PFS amount based upon the recorded development agreement's required PFS. PFS checks should be sent to the address below:

Attn: Melissa Winsett
Volusia County Traffic Engineering
123 West Indiana Avenue, Room 402
Deland, FL 32720-4262

To Obtain Impact Fee Credits for PFS Payment or Constructed Mitigation Improvement:

1. **Establish an Impact Fee Credit Account:** After the PFS payment is made or constructed improvements are complete, contact Engineering & Construction to establish an impact fee credit account and obtain credits. Contact: Scott Carraro, scarraro@volusia.org, (386) 736-5967. Please allow 5-7 business days.

   For Impact Fee Credits related to PFS Payments, *please submit the following supporting documentation to Engineering and Construction:*

   - Copy of your PFS check and receipt.
   - Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

   For Impact fee credits related to Constructed Improvements, *please submit the following to Engineering & Construction:*

   - Actual costs incurred such as executed construction contracts or contractor invoices. Engineers' estimates are not accepted.
   - Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

   **Note: Your Transportation Impact Fee Credit Account is like a bank account. On the form, the "List of Person(s) authorized to sign for this account" will be the individuals authorized to make withdrawals from the respective Transportation Impact Fee Credit Account.

2. **Allow Staff to Process Information and Make Deposit:** The submittal will be reviewed by county engineering staff and additional information may be requested of the applicant. Engineering & Construction will deliver the original executed Registration Form to County Growth and Resource Management (GRM). GRM (Staff Contact: Beth Branton) will not accept executed forms from anyone other than Engineering & Construction. GRM will establish the Transportation Impact Fee Credit Account and send the applicant an email with instructions on how to pay County Transportation Impact Fees with credits, or if desired, transfer impact fee credits. Please be aware that the county auditor audits transportation impact fee credit files.

For questions regarding PFS calculations, please contact Melissa Winsett at (386) 736-5968, ext. 12322, mwinsett@volusia.org.

For questions regarding Impact Fee Credit Registration, please contact Scott Carraro at (386) 736-5967, ext. 12287, scarraro@volusia.org.

EXHIBIT B

Volusia County
FLORIDA

GROWTH AND RESOURCE MANAGEMENT
Impact Fees
123 West Indiana Avenue Room 200
Deland, FL 32720

(386) 736-5929 e 12097 Fax (386) 626-6550
Impactfees@volusia.org

VOLUSIA COUNTY IMPACT FEE ACCOUNT REGISTRATION

Collection Zone _____ **IP Account Number** _____

NOTE: Credits applied to projects within the above zone.

PLEASE PRINT OR TYPE

Date _____

APPLICANT / PROPERTY OWNER:

_____
Name **E-Mail Address**

_____
Business Name

_____
Mailing Address

_____
City **State** **Zip**

_____ _____
Telephone Number **Fax Number**

Answer the following questions on the subject property:

1. **Physical Address:** _____

   City: _____

   The correct numeric street address for the site is required. Contact the City or County where the project is located for the correct address.

2. **Property Tax Parcel Number(s):** __ __ __ __ - __ __ - __ __ - __ __ __ __
   __ __ __ __ - __ __ - __ __ - __ __ __ __

3. **List of Person(s) authorized to sign for this account:**

   _____ _____
   Print Name Signature

   _____ _____
   Print Name Signature

   _____ _____
   Print Name Signature

Signature of Applicant/Property Owner:_____ Date: _____

NSB South Village Proportionate Share (PS) Determination

Roadway	Segment From:	Segment To:	FDOT Cost per Mile Model[1]		Estimated Length (miles)	Improvement	Base Improvement Cost	Additional Cost[2]	Total Estimated Improvement Cost[3]	Project Volume (a)	Unimproved Capacity (b)	Improved Capacity (c)	PS (%) (d)=a/(c-b)	Proportionate Share Cost
SR 44	Airport Rd.	I-95	FDOT	$4,836,960.89	2.05	Widen from 4 to 6 lanes (Rural)	$9,915,769.82	$0.00	$12,394,712.28	497	3,455	5,114	29.95%	$3,712,065.08
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	Glencoe Rd.	Colony Park Rd.	Volusia County	$6,450,932.14	0.37	Widen from 4 to 6 lanes (Rural)	$2,386,844.89	$0.00	$2,606,434.62	114	3,455	5,114	6.87%	$179,050.04
	Colony Park Rd.	Mission Dr.	Volusia County	$6,450,932.14	1.37	Widen from 4 to 6 lanes (Rural)	$8,837,777.04	$0.00	$9,650,852.52	103	3,455	5,114	6.21%	$598,998.38
Pioneer Trail	Airport Rd.	Williamson Blvd.	Volusia County	-	1.80	Widen from 2 to 4 lanes (Rural)	County Project Est.	$0.00	$16,461,900.00	34	1,230	3,410	1.56%	$256,745.23
	Williamson Blvd.	Turnbull Bay	Volusia County	-	0.71	Widen from 2 to 4 lanes (Rural)	County Project Est.	$0.00	$106,636,490.69	1	1,230	3,410	0.05%	$48,915.82
Sugar Mill Dr.	SR 44	Sarinna Lakes Driveway	Volusia County	$12,630,769.23	0.40	Widen from 2 to 4 lanes (Rural)	$5,052,307.69	$0.00	$5,517,120.00	46	1,230	3,410	2.11%	$116,416.29
	Sarinna Lakes Driveway	Pioneer Trail	Volusia County	$12,630,769.23	0.90	Widen from 2 to 4 lanes (Rural)	$11,367,692.31	$0.00	$12,413,520.00	48	1,230	3,410	2.20%	$273,325.21
													Segment PS Subtotal:	**$5,881,340.69**
													CPI% FDOT[4] **5.79%**	**$214,900.04**
													CPI% VC[5] **8.24%**	**$178,726.52**
													Segment PS Cost (April 2026)	**$6,274,967.25**

Off-Site Intersections	FDOT Cost per Mile Model[1]	Estimated Lane Length (feet)[6]	Improvement	Base Improvement Cost	Additional Cost[2]	Total Estimated Improvement Cost[3]	Project Volume (a)	Unimproved Lane Group Capacity (b)	Improved Lane Group Capacity (c)	PS (%) (d)=(a)/Total Volume at the Intersection	Proportionate Share Cost
SR 44 at SR 415/Tomoka Farms Rd.	-	-	Optimize signal timing splits	$5,000.00	$0.00	$6,250.00	-	-	-	100.00%	$6,250.00
SR 44 at Ocean Gate Blvd.[7]	$270,409.62	520	Add second southbound left-turn lane	$468,710.01	$185,000.00	$817,137.51	495	6,274	6,493	13.72%	$112,138.36
	-	-	Optimize signal timing splits	$5,000.00	$0.00	$6,250.00	-	-	-	100.00%	$6,250.00
SR 44 at I-95 NB Ramp	-	-	Optimize signal timing splits	$5,000.00	$0.00	$6,250.00	-	-	-	100.00%	$6,250.00
										Offsite Intersection PS Subtotal:	**$130,888.36**
										CPI% FDOT[4] **5.79%**	**$7,577.43**
										Intersection PS Cost (April 2026)	**$138,465.79**

Turn Lane Length Extensions	FDOT Cost per 300 ft	Improvement	Additional Cost[2]	Total Estimated Improvement Cost[3] (a)	Build-out Queue Length (ft.) (b)	Background/Existing Queue Length (ft.) (c)	Proportionate Share Cost (d)=[(b-c)/300]*(a)
SR 44 at Airport Rd.	$270,409.62	Westbound left-turn lane deficient by 200-ft.	$0.00	$338,012.03	660	460	$225,341.35
	$266,903.26	Westbound right-turn lane deficient by 25-ft.	$0.00	$333,629.08	535	510	$27,802.42
	$270,411.62	Southbound left-turn lane deficient by 150-ft.	$0.00	$338,014.53	690	540	$169,007.26
SR 44 at Ocean Gate Blvd.	$270,412.62	Eastbound left-turn lane deficient by 50-ft.	$0.00	$338,015.78	600	550	$56,335.96
	$270,413.62	Westbound left turn lane deficient by 50-ft.	$0.00	$338,017.03	650	600	$56,336.17
	$270,414.62	Northbound left-turn lane deficient by 25-ft.	$0.00	$338,018.28	245	220	$28,168.19
	$266,903.26	Southbound right-turn lane deficient by 75-ft.	$0.00	$333,629.08	590	515	$83,407.27
Airport Rd at Pioneer Trl.	$270,415.62	Eastbound left-turn lane deficient by 50-ft.	$0.00	$338,019.53	365	315	$56,336.59
	$266,903.26	Northbound right-turn lane deficient by 25-ft.	$0.00	$333,629.08	315	290	$27,802.42
	$270,415.62	Southbound left-turn lane deficient by 25-ft.	$0.00	$338,019.53	365	340	$28,168.29
	$266,903.26	Southbound right-turn lane deficient by 50-ft.	$0.00	$333,629.08	440	390	$55,604.85
SR 44 at Glencoe Rd.	$270,415.62	Westbound left-turn lane deficient by 25-ft.	$0.00	$338,019.53	700	675	$28,168.29
						Offsite Intersection Turn Lane PS Subtotal:	**$842,479.07**
						CPI% FDOT[4] **5.79%**	**$48,773.06**
						Turn Lane PS Cost (April 2026)	**$891,252.13**

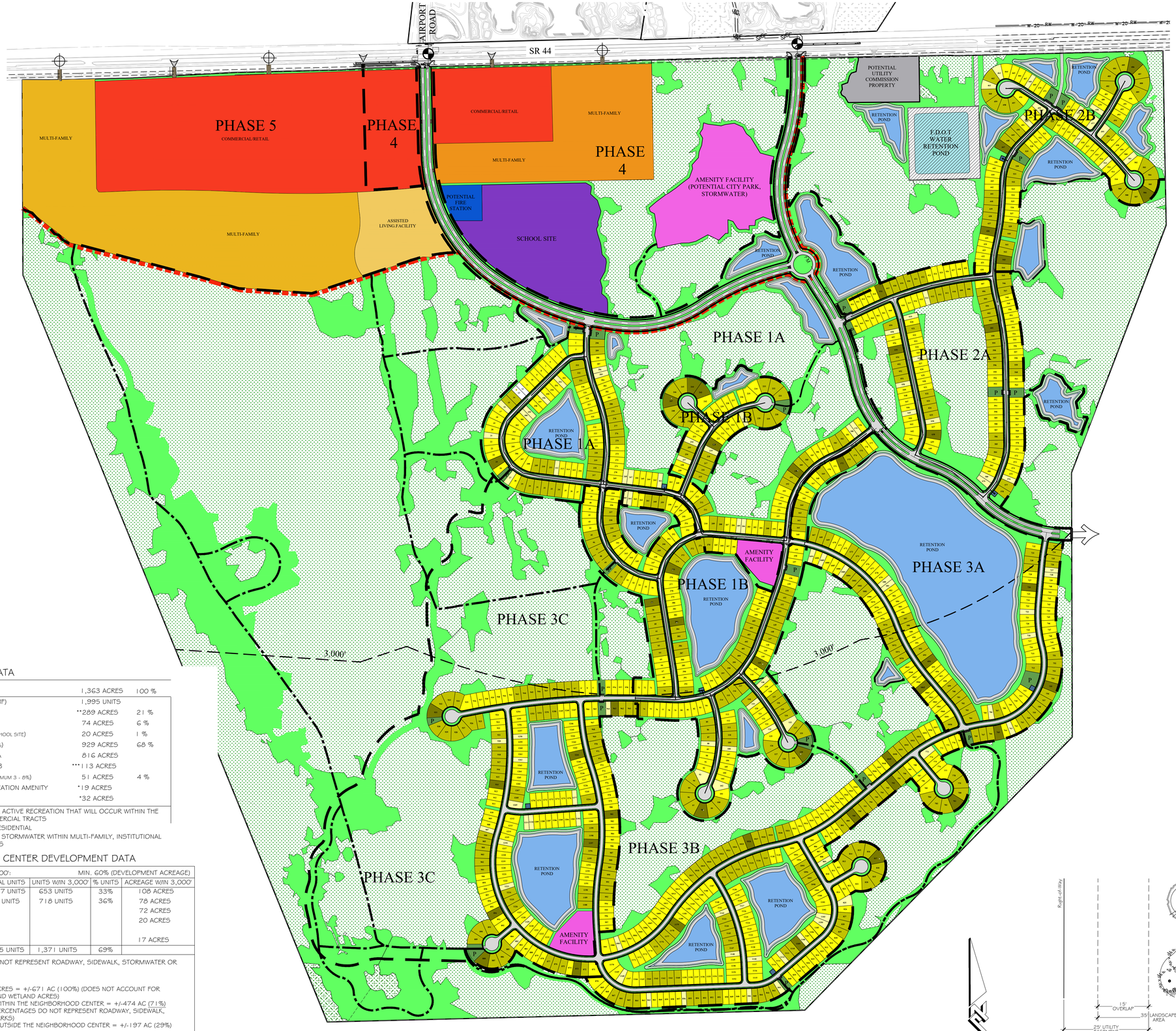
[1] *Cost obtained from FDOT long Range Estimates (LRE) for improvement identified; unless otherwise stated.*
[2] *Additional costs pertain to site specific modifications associated with the improvement (examples include traffic signal updates, right-of-way, bridge modifications, etc.)*
[3] *Improvement includes Design & CEI (25%).*
[4] *CPI calculated based on FDOT Cost Per Mile Estimate dated August 2024 to April 2026.*
[5] *CPI Calculated based on Volusia County estimate dated October 2023 to April 2026.*
[6] *Turn lanes are measured in feet and unit cost is based on 300 feet unless otherwise stated.*
[7] *PS % based on 100% as capacity is only slightly increased at the intersection with the addition of a southbound left-turn lane.*

PS Grand Total:	**$7,304,685.17**

NSB South Village
Estimated Transportation Impact Fees

Land Use	Land Use Code	Quantity		Volusia County Rate ($/Unit-SF)[1]	Volusia County Impact Fee Total	City of New Smyrna Beach Rate ($/Unit-KSF)	City of New Smyrna Beach Impact Fee Total
Single Family Residential (2,201 to 3,000 sq. ft.)	210	1,277	DU	$5,835.00	$7,451,295.00	$1,752.00	$2,237,304.00
Estimated Grand Total:					**$9,688,599.00**		

[1] *Volusia County Impact Fees rate as of April 2024*



LOT COUNT PER PHASE:

PHASE 1A		PHASE 1B	
40' LOT	17	40' LOT	16
50' LOT	91	50' LOT	126
60' LOT	42	60' LOT	101
64' LOT	3	64' LOT	14
TOTAL PHASE 1A:	153	TOTAL PHASE 1A:	257
PHASE 2A		**PHASE 2B**	
40' LOT	10	40' LOT	12
50' LOT	85	50' LOT	60
60' LOT	42	60' LOT	38
64' LOT	4	64' LOT	5
TOTAL PHASE 1A:	141	TOTAL PHASE 1A:	115
PHASE 3A		**PHASE 3B**	
40' LOT	11	40' LOT	16
50' LOT	76	50' LOT	152
60' LOT	44	60' LOT	81
64' LOT	5	64' LOT	8
TOTAL PHASE 1A:	136	TOTAL PHASE 1A:	257
PHASE 3C			
40' LOT	14		
50' LOT	126		
60' LOT	69		
64' LOT	9		
TOTAL PHASE 1A:	218		

PROJECT TOTAL LOT COUNT: 1,277

LEGEND

- SINGLE FAMILY - LOW DENSITY RESIDENTIAL (40' X 125')
- SINGLE FAMILY - LOW DENSITY RESIDENTIAL (50' X 125')
- SINGLE FAMILY - LOW DENSITY RESIDENTIAL (60' X 125')
- SINGLE FAMILY - LOW DENSITY RESIDENTIAL (64' X 125')
- MULTI-FAMILY
- ASSISTED LIVING FACILITY
- AMENITY FACILITIES
- COMMERCIAL/RETAIL
- INSTITUTIONAL (SCHOOL SITE)
- FIRE STATION
- WETLAND PRESERVATION
- UPLAND PRESERVATION
- PARK AREA
- STORMWATER RETENTION POND
- FDOT RETENTION EASEMENT
- EXISTING FDOT RETENTION POND
- UTILITY COMMISSION PROPERTY
- PROPOSED LIFT STATION
- PEDESTRIAN TRAIL SYSTEM
- NEIGHBORHOOD CENTER LIMITS
- NEIGHBORHOOD CENTER 3,000' BUFFER
- PHASING LINES
- FULL ACCESS / MEDIAN CUT
- PROPOSED DIRECTIONAL MEDIAN OPENING AND DRIVEWAY
- RIGHT-IN / RIGHT-OUT DRIVEWAY

PROJECT SITE DATA

PROJECT AREA:	1,363 ACRES	100 %
RESIDENTIAL UNITS (SF/MF)	1,995 UNITS	
RESIDENTIAL AREA	**289 ACRES	21 %
COMMERCIAL AREA	74 ACRES	6 %
INSTITUTIONAL AREA (SCHOOL SITE)	20 ACRES	1 %
OPEN SPACE (MINIMUM 50%)	929 ACRES	68 %
- PRESERVATION AREA	816 ACRES	
- STORMWATER AREA3	***113 ACRES	
ACTIVE RECREATION (MINIMUM 3 - 8%)	51 ACRES	4 %
- COMMUNITY RECREATION AMENITY	*19 ACRES	
- PARKS AND TRAILS	*32 ACRES	

* DOES NOT ACCOUNT FOR ACTIVE RECREATION THAT WILL OCCUR WITHIN THE MULTI-FAMILY AND COMMERCIAL TRACTS
** INCLUDES MULTIFAMILY RESIDENTIAL
*** DOES NOT ACCOUNT FOR STORMWATER WITHIN MULTI-FAMILY, INSTITUTIONAL AND COMMERCIAL TRACTS

NEIGHBORHOOD CENTER DEVELOPMENT DATA

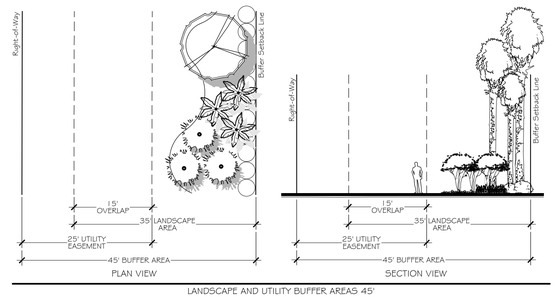
DEVELOPMENT WITHIN 3,000':			MIN. 60% (DEVELOPMENT ACREAGE)	
USE	TOTAL UNITS	UNITS W/IN 3,000'	% UNITS	ACREAGE W/IN 3,000'
SINGLE FAMILY	1,277 UNITS	653 UNITS	33%	108 ACRES
MULTI-FAMILY	718 UNITS	718 UNITS	36%	78 ACRES
COMMERCIAL USE:				72 ACRES
SCHOOL SITE:				20 ACRES
RECREATION:				
-AMENITY				17 ACRES
TOTAL SF/MF UNITS:	1,995 UNITS	1,371 UNITS	69%	

ABOVE PERCENTAGES DO NOT REPRESENT ROADWAY, SIDEWALK, STORMWATER OR PARKS

DEVELOPMENT ACRES:
-TOTAL DEVELOPMENT ACRES = +/-671 AC (100%) (DOES NOT ACCOUNT FOR PRESERVED UPLANDS AND WETLAND ACRES)
-DEVELOPMENT ACRES WITHIN THE NEIGHBORHOOD CENTER = +/-474 AC (71%) (INCLUDES ABOVE PERCENTAGES DO NOT REPRESENT ROADWAY, SIDEWALK, STORMWATER OR PARKS)
-DEVELOPMENT ACRES OUTSIDE THE NEIGHBORHOOD CENTER = +/-197 AC (29%)

RESIDENTIAL UNITS:
-TOTAL SF/MF RESIDENTIAL UNITS = +/-1,995 UNITS (100%)

0 400 800
SCALE : 1" = 400'



ZEV COHEN & ASSOCIATES, INC.
399 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE | ENVIRONMENTAL | PLANNING | TRANSPORTATION
(LC-ID)
(EB-6519)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1.	6-27-24	SMG	REVISED PER CITY COMMENTS, DATED 5-29-24

SOUTH VILLAGE
FINAL ENGINEERING PLANS
CONCEPTUAL DEVELOPMENT PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 21066
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: MK
DRAWING FILE: 21066_PD12
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

NOT VALID WITHOUT SEAL

SHEET: CDP OF

P:\21066 SOUTH VILLAGE\DWG\21066_PD12.DWG — PRINTED: 6/27/2024 - 5:06 PM

THE CITY OF NEW SMYRNA BEACH - BUILDING DEPARTMENT

ORDINANCE NO. 36-26: CONDUCT A SECOND READING AND PUBLIC HEARING, WHICH, IF ADOPTED, WOULD AMEND CODE OF ORDINANCES, CHAPTER 26, BUILDING AND BUILDING REGULATIONS, SECTION 26, ARTICLE III, PERMITS AND INSPECTIONS

November 17, 2026

Background:

The State of Florida Legislature adopted House Bill 803, Building Permits and Inspections effective July 1, 2026. The bill revises various provisions relating to the issuance of building permits and inspections and relating to building code inspection services provided by private providers.

The bill prohibits local enforcement agencies from charging inspection fees based on the total cost of the project, instead providing that fees may not exceed the actual cost incurred by the agency to perform and approve the inspection required for a permit.

The bill makes changes related to alternative plans review and private providers. The owner of a property or owner's authorized agency may elect to use a private provider for plan review and/or inspection services. When a private provider is utilized for plan review, corresponding inspections services shall be performed in accordance with F.S. 533.791 and applicable law. The City will reduce fees by the statutory minimum, 25% for inspections or plan review and 50% for inspections and plan review.

The bill requires building permit and plan review fees charged by local jurisdictions to reflect the actual cost of administering and enforcing the Florida Building Code, including plan review, inspections, administration and related activities. The Fee Schedule will be adopted by resolution of the governing body. Fees will be separated based on services which include Plan review, Inspections, Administrative processing, Compliance reviews (e.g. zoning, floodplain, other applicable regulations).

Findings:

The purpose of the proposed changes is to comply with Forida House Bill 803 relating to reduced plan review and inspection fees when a private provider is retained, require local agencies to create a private provider registration system and provide a Fee Schedule for permit and plan review fees based on actual costs of administering and enforcing the Florida Building Code.

The Building Department recommends the City Commission approve the proposed changes to comply with HB 803 that was effective July 1, 2026.

Fiscal Analysis:
The bill will have a negative fiscal impact for the Building Department due to exemptions from building permit requirements, decreased building permit application fees and reduced fees for private providers.

Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

FL House Bill 803 (Bldg Permits & Inspections) 3-26-2026.pdf
Proposed Amendments - Sec. 26-151 Procedure of permit fee.pdf
Business Impact Estimate - Ord 36-26 COO Sec 26 Permits and Inspections.pdf
Ord 36-26 COO Sec 26 Permits and Inspections.pdf

FLORIDA HOUSE OF REPRESENTATIVES
FINAL BILL ANALYSIS

This bill analysis was prepared by nonpartisan committee staff and does not constitute an official statement of legislative intent.

BILL #: CS/CS/HB 803	**COMPANION BILL:** CS/CS/SB 1234 (DiCeglie)
TITLE: Building Permits and Inspections	**LINKED BILLS:** None
SPONSOR(S): Trabulsy and Overdorf	**RELATED BILLS:** None

FINAL HOUSE FLOOR ACTION: 109 **Y's** 0 **N's** **GOVERNOR'S ACTION:** Pending

SUMMARY

Effect of the Bill:
Related to private providers, the bill revises provisions relating to the issuance of building permits, provides for reduced fees when a private provider is retained for commercial construction projects, and requires local governments to create a private provider registration system. The bill also limits local government regulation of glazing requirements on commercial buildings.

The bill requires the Building Commission to adopt a uniform commercial and residential permit application, requires the Department of Management Services to enter into state term contracts for building code inspection services, and allows certain out-of-state licensed building officials to work for one year after a declaration of a state of emergency in the state.

The bill provides that certain building permits expire 1 year after issuance or on the effective date of the next edition of the Florida Building Code, whichever is later, requires offsite-constructed residential dwellings to be treated the same as residential single-family dwellings, and allows owners of a single-family dwelling, or the owner's contractor, to request an exemption from building permit requirements under certain conditions for work under $7,500 and for the installation of temporary residential hurricane and flood protection walls or barriers. The bill also and prohibits homeowners' associations from requiring a building permit as a prerequisite of its review of the construction of a homeowners' improvements.

Fiscal or Economic Impact:
The bill may have an indeterminate negative impact on local governments and an indeterminate positive impact on the private sector.

JUMP TO SUMMARY ANALYSIS RELEVANT INFORMATION

ANALYSIS

EFFECT OF THE BILL:

The bill revises various provisions relating to the issuance of building permits and inspections and relating to building code inspection services provided by private providers. Specifically, the bill:

- Directs the Department of Management Services (DMS) to enter into state term contracts for building code inspection services. (Section 2)
- Allows certain out of state licensed building officials to work for one year after declaration of a state of emergency. (Section 3)
- Requires offsite-constructed residential dwellings, including manufactured homes or modular buildings, be treated the same as other residential single family detached dwelling construction. Local governments may not adopt or enforce any zoning, land use, or development regulation that treats an offside-constructed residential dwelling differently or more restrictively; however, local governments may adopt standards related to compatibility. The compatibility standards are limited to the following architectural features: roof pitch; square footage of livable space; type and quality of exterior finishing materials; foundation enclosure; existence and type of attached structures; building setbacks, lot dimensions, and the orientation of the home on the lot. (Section 6)

- Revises the expiration date of building permits issued by counties and other local governments, providing for expiration one year after issuance or the effective date of the next edition of the Florida Building Code, whichever is later, while still allowing local governments to extend the expiration of permits. (Sections 1 and 8)
- Provides that a local government shall grant an exemption from a building permit for:
    - Any work valued at less than $7,500 done on a single-family home. However, local governments may require a permit for any electrical, plumbing, mechanical, gas, or structural work regardless of the value of such work.
        - Projects may not be divided for the purpose of evading permitting requirements.
        - Owners or contractors must submit a written request for exemption to the local enforcement agency that includes the contract or other documentation demonstrating the nature and value of the work to be performed.
        - Local governments are not liable for work done pursuant to this provision.
    - Temporary residential hurricane and flood protection walls that are:
        - Nonhabitable and not load bearing;
        - Installed for a residential property that is a single or two-family dwelling or townhouse;
        - Constructed to mitigate storm surge or floodwaters from entering a property;
        - Installed by a contractor properly licensed by the Construction Industry Licensing Board; and
        - Compliant with applicable local zoning, drainage, easement, and setback requirements.
        - Owners must submit a written request for exemption to the local enforcement agency with a copy of the contract or other documentation demonstrating the nature of the work to be performed.
    - Each lot or parcel upon which a retaining wall is installed on the property of a single-family or two-family residential dwelling or a townhouse. (Section 8)
- Prohibits local enforcement agencies from charging inspection fees based on the total cost of the project, instead providing that fees may not exceed the actual cost incurred by the agency to perform and approve the inspection required for a permit. (Section 8)

The bill makes the following changes related to alternative plans review and private providers:

- Provides that officials may only perform building inspections of construction that a private provider has deemed compliant when they have "knowledge" that the inspection forms submitted by the private provider were incomplete or incorrect. If they plan to perform a site visit, officials must provide written notice to the private provider of the specific forms that are incomplete or incorrect before performing the site visit.
- Amends the definitions of "deliver" and "delivery" to specifically include email or submission through an electronic fill-in form or through submission management software.
- Creates a definition for "registration" as the system used by officials to verify compliance with licensure and insurance requirements for private provider firms under Chapter 553, F.S.
- Removes the requirement that an owner or contractor have a written contract with a private provider and adds that agreements for private provider services are not required to be submitted as part of a permit application or to be issued a permit. Officials are prohibited from requesting a written agreement or consent form as a condition for issuing a permit.
- Requires permit fees charged by local jurisdictions to reflect the actual cost incurred when an owner retains a private provider for building inspection services.
- Prohibits officials from charging punitive, administrative, or additional fees, including fees for building inspections or site review, when an owner uses a private provider.
- Specifies that permit fees for commercial construction projects must be reduced by at least 25 percent when a private provider is used for plans review or building inspection services and by at least 50 percent when a private provider is used for all plans review and building inspection services.

- Limits the information that a local government can request from a private provider to that which it collects at registration, other than explicit written notice from the owner or owner's contractor that a private provider has been contracted.
- Prohibits local governments from altering the model form adopted by the Florida Building Commission (Commission) and removes the requirement that the form include "qualification statements or resumes" of private providers.
- Allows a property owner to choose to use a private provider at any time. The bill removes the requirement that a private provider may only be used after construction has commenced if the local building official is unable to provide inspection services in a timely manner or the inspection is related to a single-trade inspect for a single-family or two-family dwelling and removes the time limit by which the owner or owner's contractor must provide notice.
- Allows the review by a local building official of plans, construction drawings, or any other related documents that have been determined by a private provider to be compliant with the applicable codes only to the extent necessary to determine compliance with local ordinances, floodplain management regulations, site review requirements, and any other administrative or life-safety review unrelated to building code compliance. The local building official may review other forms and documents only for completeness and must notify an applicant of any incomplete forms or documents not later than 10 days after receipt of a permit application with the private provider affidavit; or 5 business days if the permit application is for a single-trade plan review for a single-family or two-family dwelling. If the notice is not provided within the applicable timeframe, the permit is deemed approved. The bill changes "plan deficiencies" to only apply to incomplete forms or documents.
- Removes the requirement that private providers performing required inspections give notice to the local building official.
- Provides that a local building official is not required for the regulatory administration or supervision of inspection services performed by a private provider. Private providers are responsible for verification of licensure and insurance requirements for the firm's authorized representative.
- Requires private providers to record inspections and certificates of compliance on a form provided by the Commission within a certain time period and specifies that local building officials may not fail inspections as long as they are transmitted within four days, even if they are not posted at the job site
- Changes the standard of review under which a local building official may deny a permit or a request for a certificate of occupancy or completion. Under current law, building officials review documents for compliance to the applicable codes, but the bill limits review to whether or not documents are complete.
- Requires local governments establish a system of registration for private providers and prohibits local governments from charging administrative fees for registration or updating registration.
- Prohibits a local government from prohibiting or limiting the use of virtual inspections by private providers.
- Requires local governments to give private providers notice of audits at least five business days before an audit. (Section 9)

The bill provides a shorter timeframe for a local government to approve, approve with conditions, or deny a building permit application for an applicant using a local government reviewer for building permits for an existing single-family residential dwelling if the value of the work is less than $15,000 for structural, accessory structure, alarm, electrical, irrigation, landscaping, mechanical, plumbing, or roofing. The bill requires such permit applications to be approved within 5 business days after the application is deemed complete and sufficient. (Section 10)

The bill requires the Commission to develop a residential and commercial uniform building permit application that must be used by local governments. (Section 7)

The bill limits local government regulation of glazing requirements on commercial buildings. (Section 8)

The bill clarifies that building permits may not be denied for the placement of manufactured housing on a recreational vehicle lot. (Section 5)

The bill prohibits homeowners' associations from requiring a building permit as a prerequisite of its review of the construction of structures or improvements. (Section 11)

Subject to the Governor's veto powers, the effective date of this bill is July 1, 2026. (Section 12)

FISCAL OR ECONOMIC IMPACT:

LOCAL GOVERNMENT:

The bill may have an indeterminate negative fiscal impact on local governments due to exemptions from building permit requirements, decreased building permit application fees, and the requirement to create a registration of private providers. The bill may, however, provide for more efficiencies for local governments.

PRIVATE SECTOR:

The bill will have an indeterminate positive fiscal impact on homeowners and contractors due to exemptions from building permit requirements and decreased building permit application fees.

RELEVANT INFORMATION

SUBJECT OVERVIEW:

Florida Building Code

In 1974, Florida adopted legislation requiring all local governments to adopt and enforce a minimum building code that would ensure that Florida's minimum standards were met. Local governments could choose from four separate model codes. The state's role was limited to adopting all or relevant parts of new editions of the four model codes. Local governments could amend and enforce their local codes, as they desired.[1]

In 1992, Hurricane Andrew demonstrated that Florida's system of local codes did not work. Hurricane Andrew easily destroyed those structures that were allegedly built according to the strongest code. The Governor eventually appointed a study commission to review the system of local codes and make recommendations for modernizing the system. The 1998 Legislature adopted the study's commission recommendations for a single state building code and enhanced the oversight role of the state over local code enforcement. The 2000 Legislature authorized implementation of the Florida Building Code (Building Code), and that first edition replaced all local codes on March 1, 2002.[2] The current edition of the Building Code is the eighth edition, which is referred to as the 2023 Building Code.[3]

Chapter 553, part IV, F.S., is known as the "Florida Building Codes Act" (Act). The purpose and intent of the Act is to provide a mechanism for the uniform adoption, updating, interpretation, and enforcement of a single, unified state building code. The Building Code must be applied, administered, and enforced uniformly and consistently from jurisdiction to jurisdiction.[4]

The Florida Building Commission (Commission) was created to implement the Building Code. The Commission, which is housed within the Department of Business and Professional Regulation (DBPR), is a 19-member technical body made up of design professionals, contractors, and government experts in various disciplines covered by the

[1] Florida Department of Community Affairs, *The Florida Building Commission Report to the 2006 Legislature*, p. 4, http://www.floridabuilding.org/fbc/publications/2006_Legislature_Rpt_rev2.pdf (last visited Jan. 15, 2026).
[2] *Id.*
[3] Florida Building Commission Homepage, https://floridabuilding.org/c/default.aspx (last visited Jan. 15, 2026).
[4] *See* s. 553.72(1), F.S.

Building Code.[5] The Commission reviews several International Codes published by the International Code Council,[6] the National Electric Code, and other nationally adopted model codes to determine if the Building Code needs to be updated and adopts an updated Building Code every three years.[7]

Building Permits

It is the intent of the Legislature that local governments have the power to inspect all buildings, structures, and facilities within their jurisdiction in protection of the public's health, safety, and welfare.[8] Every local government must enforce the Florida Building Code and issue building permits.[9]

A building permit is an official document or certificate issued by the local building official that authorizes performance of a specific activity.[10] It is unlawful for a person, firm, or corporation to construct, erect, alter, repair, secure, or demolish any building without first obtaining a building permit from the local enforcement agency or from such persons as may, by resolution or regulation, be directed to issue such permit.[11]

Each local government must post its building permit applications, including a list of all required attachments, drawings, and documents for each application, on its website.[12] However, other than fire alarm building permit applications, local governments are not required to have uniform building permit applications, and they are free to create their own applications with their own requirements.[13]

Any construction work that requires a building permit also requires plans and inspections to ensure the work complies with the Building Code. The Building Code requires certain building, electrical, plumbing, mechanical, and gas inspections. Construction work may not be done beyond a certain point until it passes an inspection. Generally speaking, a permit for construction work that passes the required inspections are considered completed or closed.[14]

Building Permit Fees

A local government may charge reasonable fees as set forth in a schedule of fees adopted by the enforcing agency for the issuance of a building permit.[15] Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Building Code.[16] Enforcing the Building Code includes the direct costs and reasonable indirect costs associated with training, review of building plans, building inspections, re-inspections, building permit processing, and fire inspections.[17] Local governments must post all building permit and inspection fee schedules on their website.[18]

Local governments are only allowed to collect building permit fees that are sufficient to cover their costs in enforcing the Building Code.[19] When providing a schedule of reasonable fees, the total estimated annual revenue derived from fees, and the fines and investment earnings related to the fees, may not exceed the total estimated

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[5] S. 553.74, F.S.
[6] The International Code Council (ICC) is an association that develops model codes and standards used in the design, building, and compliance process to "construct safe, sustainable, affordable and resilient structures." International Code Council, *About the ICC*, https://www.iccsafe.org/about/who-we-are/ (last visited Jan. 15, 2026).
[7] S. 553.73(7)(a), F.S.
[8] S. 553.72, F.S.
[9] Ss. 125.01(1)(bb), 125.56(1), and 553.80(1), F.S.
[10] S. 468.603, F.S.; S. 202 of the Eighth edition of the Florida Building Code (Building).
[11] Ss. 125.56(4)(a) and 553.79(1), F.S.
[12] S. 553.79(1)(b), F.S.
[13] Ss. 553.79(1) and 553.7921, F.S.
[14] S. 110 of the Eighth Edition of the Florida Building Code (Building).
[15] S. 553.80 F.S.
[16] *Id.*
[17] S. 553.80(7)(a)1., F.S.
[18] Ss. 125.56(4)(c) and 166.222(2), F.S.
[19] S. 553.80(7)(a), F.S.

annual costs of allowable activities. Any unexpended balances must be carried forward to future years for allowable activities or must be refunded at the discretion of the local government. A local government may not carry forward an amount exceeding the average of its operating budget, not including reserve amounts, for enforcing the Building Code for the previous four fiscal years.

DBPR Surcharges

Local governments must assess and collect two surcharges on any building permit issued by their enforcement agency for the purpose of enforcing the Building Code:

- A 1 percent surcharge to fund the activities of the Commission, DBPR's Building Code Compliance and Mitigation Program, and the Florida Fire Prevention Code informal interpretations.[20]
- A 1.5 percent surcharge that it is divided equally to fund the activities of the Building Code Administrators and Inspectors Board and the Florida Homeowners' Construction Recovery Fund.[21]

Local government building departments may retain 10 percent of the amount of the surcharges they collect to fund participation by their agencies in the national and state building code adoption processes and to provide education related to enforcement of the Building Code.[22]

Private Providers

Private providers and their duly authorized representatives are able to approve building plans and perform building code inspections as long as the plans approval and building inspections are within the scope of the provider's or representative's license.

A "private provider" is defined as a person licensed as a building official, engineer, or architect. Additionally, the term includes licensed building inspectors and plans examiners who perform inspections for additions and alterations that are limited to 1,000 square feet or less in residential buildings.[23]

An owner or contractor must notify a local government that the owner or contract hired a private provider to perform building code inspection services, including single-trade inspections.[24] If an owner or contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must reduce the permit fee by the amount of cost savings realized by the local enforcement agency for not having to perform such services. Such reduction may be calculated on a flat fee or percentage basis, or any other reasonable means by which a local enforcement agency assesses the cost for its plans review or inspection services. The local jurisdiction may not charge fees for building inspections if the fee owner or contractor hires a private provider to perform such services; however, the local jurisdiction may charge a reasonable administrative fee, which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the local jurisdiction or attributable to the local jurisdiction for the clerical and supervisory assistance required, or both.[25]

Upon receipt of a building permit application and the required affidavit from the private provider, a building official has 20 business days to issue the permit or provide written notice of the plan deficiencies.[26] If the local building official does not provide written notice of plan deficiencies within the prescribed 20-day period, the permit application shall be deemed approved and must be issued on the next business day.[27]

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[20] S. 553.721, F.S.
[21] S. 468.631, F.S.; The Florida Homeowners' Construction Recovery Fund is used to compensate homeowners who have suffered a covered financial loss at the hands of state-licensed general, building and residential contractors. Claims are filed with DBPR, who reviews for completeness and statutory eligibility. DBPR then presents the claim to the Construction Industry Licensing Board for review. S. 489.1401(2), F.S.
[22] Ss. 468.631 and 553.721, F.S.
[23] S. 553.791(1)(n), F.S.
[24] S. 553.791(2), F.S.
[25] S. 553.791(2)(b), F.S.
[26] S. 553.791(7)(a), F.S.
[27] *Id.*

An act relating to building permits and inspections; amending s. 125.56, F.S.; providing for expiration of certain building permits issued by a county; providing construction; amending s. 287.056, F.S.; requiring the Department of Management Services to enter into and maintain state term contracts for building code inspection services; creating s. 468.634, F.S.; authorizing individuals to work in specified positions, for a specified timeframe, if they meet certain requirements; amending s. 489.129, F.S.; providing that certain persons are not subject to discipline for performing a job without applicable permits and inspections if otherwise authorized by law; amending s. 553.382, F.S.; prohibiting the Department of Business and Professional Regulation from denying a building permit for certain residential manufactured buildings; requiring that certain housing units be taxed in a certain manner; creating s. 553.385, F.S.; defining the terms "local government" and "offsite-constructed residential dwelling"; requiring that an offsite-constructed residential dwelling be permitted as of right in any zoning district where certain dwellings are allowed; prohibiting a local government from adopting or

enforcing a certain zoning, land use, or development regulation that treats an offsite-constructed residential dwelling differently or more restrictively than certain dwellings in the same district; providing construction; authorizing a local government to adopt compatibility standards for specified architectural features; prohibiting a local government from treating offsite-constructed residential dwellings differently than factory-built buildings based on the method or location of construction; prohibiting a local government from adopting or enforcing certain zoning, land use, or development ordinances or regulations; prohibiting local government ordinances or regulations from having the effect of excluding offsite-constructed residential dwellings; requiring that such ordinances or regulations be reasonable and uniformly enforced without distinction as to type of housing; providing that any such ordinance or regulation is void and unenforceable as applied to offsite-constructed residential dwellings; amending s. 553.77, F.S.; requiring the Florida Building Commission to develop uniform commercial and residential building permit applications by a specified date; providing requirements for a uniform commercial building permit application; amending s. 553.79, F.S.; providing for

expiration of certain building permits issued by a local government; providing construction; providing prohibitions for inspection fees; requiring a local government to exempt certain owners and contractors from building permit requirements for work valued below a specified amount; providing exceptions; prohibiting a construction project from being divided into multiple projects for a certain purpose; requiring certain owners and contractors to submit a written request for exemption to the local enforcement agency with specified documentation; providing that local governments do not have a duty to certain persons; requiring local governments to exempt certain owners and contractors from requiring a building permit for the installation of temporary residential hurricane and flood protection walls or barriers that meet certain requirements; providing an exception; requiring certain owners and contractors to submit a written request for exemption to the local enforcement agency with specified documentation; providing that local governments do not have a duty to certain persons; authorizing the Florida Building Commission to adopt rules; requiring certain local governments to issue a building permit for the installation of certain retaining walls as a whole; prohibiting such

local governments from requiring building permits for each lot or parcel under certain circumstances; prohibiting a political subdivision from imposing certain requirements for glazing on certain proposed construction or restoration projects; providing an exception; defining the terms "glazing" and "primary facade"; amending s. 553.791, F.S.; revising definitions and defining terms; requiring explicit written authorization from a fee owner for a contractor to use a private provider; requiring that such authorization be submitted to the local building official; deleting the requirement that a contract for certain services be in writing; providing that a contract for certain services does not need to be submitted as part of a permit application; providing requirements for reduced permit fees; prohibiting a local jurisdiction from charging punitive administrative fees or fees for plans review services; requiring that certain documents be promptly provided to certain persons; requiring local enforcement agencies to reduce permit fees by specified percentages under certain circumstances; providing that a local enforcement agency forfeits the ability to collect fees under certain circumstances; requiring that a surcharge be calculated based on the reduced

permit fee; prohibiting local governments and local building officials from requiring additional forms; requiring local enforcement agencies to create a specified registration system that must have a method to register and update registration information electronically; prohibiting local enforcement agencies from charging an administrative fee to register or update registration information; requiring private provider firms to register with the local enforcement agency, provide certain information, and update their registration within a specified timeframe after changes occur; prohibiting local enforcement agencies from altering a form adopted by the commission; deleting the requirement that a private provider's qualification statements or resumes be included in a certain notice; deleting time restrictions for electing to use a private provider; requiring local enforcement agencies to accept a certain affidavit electronically; providing which forms and documents a local building official may review; providing notice requirements; providing that certain permits are deemed approved; providing that local enforcement agencies are not responsible for the administration or supervision of services performed by a private provider; prohibiting local enforcement agencies from

requiring additional verification of certain requirements beyond that which is required at registration; revising the timeframe in which certain records must be provided; authorizing certain records to be electronically transmitted; prohibiting local building officials from failing certain inspections; authorizing certain persons to sign certificates of compliance; providing requirements for local building officials who have knowledge that a private provider failed to perform an inspection; providing that virtual inspections may not be prohibited; requiring certain notice before an audit; prohibiting certain entities from discouraging the use of private providers; authorizing certain public entities to use a private provider firm or to employ a licensed building inspector to provide building code inspection services; amending s. 553.792, F.S.; requiring a local government to make certain decisions relating to certain building permits within a specified timeframe; amending s. 720.3035, F.S.; prohibiting an association or certain committees from requiring a building permit as a prerequisite for a certain review; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (d) of subsection (4) of section 125.56, Florida Statutes, is amended to read:

125.56 Enforcement and amendment of the Florida Building Code and the Florida Fire Prevention Code; inspection fees; inspectors; etc.—

(4)

(d) A county that issues building permits may send a written notice of expiration, by e-mail or United States Postal Service, to the owner of the property and the contractor listed on the permit, no less than 30 days before a building permit is set to expire. The written notice must identify the permit that is set to expire and the date the permit will expire. A building permit issued by a county for a single-family dwelling expires 1 year after the issuance of the permit or on the effective date of the next edition of the Florida Building Code, whichever is later. However, this paragraph does not prevent a local government from extending a building permit beyond the expiration date.

Section 2. Present subsection (4) of section 287.056, Florida Statutes, is redesignated as subsection (5), and a new subsection (4) is added to that section, to read:

287.056 Purchases from purchasing agreements and state term contracts; vendor disqualification.—

(4) The department shall enter into and maintain one or

more state term contracts with vendors for the purpose of providing building code inspection services as defined in s. 553.791.

Section 3. Section 468.634, Florida Statutes, is created to read:

468.634 Certification by endorsement during a state of emergency.—Notwithstanding any other law, a person may act in any of the following positions under the direction of the local building official for a period of 1 year from the date of a declaration of a state of emergency issued by the Governor for a natural emergency, a manmade emergency, or a technological emergency as those terms are defined in s. 252.34, if such person has entered into a state term contract pursuant to s. 287.056, is qualified for such work in any state that has a mutual aid agreement pursuant to s. 252.40(2), or has held a valid license for such work in any state for 5 years immediately before the date of the declaration:

(1) Building code inspector.

(2) Building inspector.

(3) Coastal construction inspector.

(4) Commercial electrical inspector.

(5) Electrical inspector.

(6) Mechanical inspector.

(7) Plumbing inspector.

(8) Residential electrical inspector.

(9) Residential inspector.

(10) Plans examiner.

(11) Building plans examiner.

(12) Plumbing plans examiner.

(13) Mechanical plans examiner.

(14) Electrical plans examiner.

Section 4. Paragraph (o) of subsection (1) of section 489.129, Florida Statutes, is amended to read:

489.129 Disciplinary proceedings.—

(1) The board may take any of the following actions against any certificateholder or registrant: place on probation or reprimand the licensee, revoke, suspend, or deny the issuance or renewal of the certificate or registration, require financial restitution to a consumer for financial harm directly related to a violation of a provision of this part, impose an administrative fine not to exceed $10,000 per violation, require continuing education, or assess costs associated with investigation and prosecution, if the contractor, financially responsible officer, or business organization for which the contractor is a primary qualifying agent, a financially responsible officer, or a secondary qualifying agent responsible under s. 489.1195 is found guilty of any of the following acts:

(o) Proceeding on any job without obtaining applicable local building department permits and inspections, unless otherwise provided by law.

For the purposes of this subsection, construction is considered to be commenced when the contract is executed and the contractor has accepted funds from the customer or lender. A contractor does not commit a violation of this subsection when the contractor relies on a building code interpretation rendered by a building official or person authorized by s. 553.80 to enforce the building code, absent a finding of fraud or deceit in the practice of contracting, or gross negligence, repeated negligence, or negligence resulting in a significant danger to life or property on the part of the building official, in a proceeding under chapter 120.

Section 5. Section 553.382, Florida Statutes, is amended to read:

553.382 Placement of certain housing.—Notwithstanding any other law or ordinance to the contrary, in order to expand the availability of affordable housing in this state, any residential manufactured building that is certified under this chapter by the department may not be denied a building permit for placement ~~be placed~~ on a mobile home lot in a mobile home park, on a lot in a recreational vehicle park, or in a mobile home condominium, cooperative, or subdivision. Any such housing unit placed on a mobile home lot is a mobile home for purposes of chapter 723 and, therefore, all rights, obligations, and duties under chapter 723 apply, including the specifics of the

prospectus. However, a housing unit subject to this section may not be placed on a mobile home lot without the prior written approval of the park owner. Each housing unit located on a mobile home lot and subject to this section shall be taxed as a mobile home under s. 320.08(11) and is subject to payments to the Florida Mobile Home Relocation Fund under s. 723.06116.

Section 6. Section 553.385, Florida Statutes, is created to read:

553.385 Permitting and zoning of offsite-constructed residential dwellings; parity.—

(1) As used in this section, the term:

(a) "Local government" means a county or municipality.

(b) "Offsite-constructed residential dwelling" means a manufactured building as defined in s. 553.36(13) which is intended for single-family residential use, or a manufactured home as defined in s. 320.01(2)(b) which is constructed in whole or in part offsite and is treated as real property.

(2)(a) An offsite-constructed residential dwelling must be permitted as of right in any zoning district where single-family detached dwellings are allowed.

(b) A local government may not adopt or enforce any zoning, land use, or development regulation that treats an offsite-constructed residential dwelling differently or more restrictively than a single-family site-built dwelling allowed in the same district.

(c) This section does not prohibit a local government from applying generally applicable architectural, aesthetic, design, setback, height, or bulk standards to offsite-constructed residential dwellings, provided such standards apply equally to site-built single-family dwellings permitted in the same district. A local government may adopt compatibility standards that are limited to the following architectural features:

1. Roof pitch.

2. Square footage of livable space.

3. Type and quality of exterior finishing materials.

4. Foundation enclosure.

5. Existence and type of attached structures.

6. Building setbacks, lot dimensions, and the orientation of the home on the lot.

(d) A local government may not treat offsite-constructed residential dwellings differently than factory-built buildings subject to s. 553.38 based on the method or location of construction.

(3) A local government may not adopt or enforce any zoning, land use, or development ordinance or regulation that conflicts with this section or s. 553.38, or that imposes different or more restrictive treatment on an offsite-constructed residential dwelling based on its method of construction or the presence of components built off site. Local government ordinances or regulations may not have the effect of

excluding offsite-constructed residential dwellings and must be reasonable and uniformly enforced without any distinction as to the type of housing. Any such ordinance or regulation is void and unenforceable as applied to offsite-constructed residential dwellings.

Section 7. Present paragraphs (b) through (m) of subsection (1) of section 553.77, Florida Statutes, are redesignated as paragraphs (c) through (n), respectively, a new paragraph (b) is added to that subsection, and present paragraph (c) of that subsection is amended, to read:

553.77 Specific powers of the commission.—

(1) The commission shall:

(b) By July 1, 2027, adopt by rule a uniform commercial building permit application to be used statewide for commercial construction projects and a uniform residential building permit application to be used statewide for residential construction projects. To the extent feasible, the uniform commercial building permit application and the uniform residential building permit application adopted by the commission must be capable of integration with existing building permit software systems used by local governments and must account for local amendments to the Florida Building Code.

(d) ~~(c)~~ Upon written application by any substantially affected person or a local enforcement agency, issue declaratory statements pursuant to s. 120.565 relating to new technologies,

techniques, and materials which have been tested where necessary and found to meet the objectives of the Florida Building Code. This paragraph does not apply to the types of products, materials, devices, or methods of construction required to be approved under paragraph (g) ~~(f)~~.

Section 8. Paragraphs (a), (b), (c), and (f) of subsection (1) and paragraph (a) of subsection (24) of section 553.79, Florida Statutes, are amended, and paragraphs (g), (h), and (i) are added to subsection (1) of that section, to read:

553.79 Permits; applications; issuance; inspections.—

(1)(a) Unless otherwise provided by law, after the effective date of the Florida Building Code adopted as herein provided, it shall be unlawful for any person, firm, corporation, or governmental entity to construct, erect, alter, modify, repair, or demolish any building within this state without first obtaining a permit therefor from the appropriate enforcing agency or from such persons as may, by appropriate resolution or regulation of the authorized state or local enforcing agency, be delegated authority to issue such permits, upon the payment of such reasonable fees adopted by the enforcing agency. The enforcing agency is empowered to revoke any such permit upon a determination by the agency that the construction, erection, alteration, modification, repair, or demolition of the building for which the permit was issued is in violation of, or not in conformity with, the provisions of the

Florida Building Code. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. A plans reviewer or building code administrator who is responsible for issuing a denial, revocation, or modification request but fails to provide to the permit applicant a reason for denying, revoking, or requesting a modification, based on compliance with the Florida Building Code or local ordinance, is subject to disciplinary action against his or her license pursuant to s. 468.621(1)(i). Installation, replacement, removal, or metering of any load management control device is exempt from and shall not be subject to the permit process and fees otherwise required by this section.

(b) A local enforcement agency shall post each type of building permit application, as adopted by the commission, including a list of all required attachments, drawings, or other requirements for each type of application, on its website. A local enforcement agency shall ~~must~~ post and update the status of every received application on its website until the issuance

of the building permit. A local enforcement agency shall allow applicants to submit completed applications, including payments, attachments, drawings, or other requirements or parts of the ~~completed~~ permit application, ~~must be able to be submitted~~ electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in Portable Document Format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. A building official, at his or her discretion, may accept completed applications, including payments, attachments, drawings, or other requirements or parts of the ~~completed~~ permit application, ~~may also be submitted~~ in person in a nonelectronic format~~, at the discretion of the building official~~.

(c) A local government that issues building permits may send a written notice of expiration, by e-mail or United States Postal Service, to the owner of the property and the contractor listed on the permit, no less than 30 days before a building permit is set to expire. The written notice must identify the permit that is set to expire and the date the permit will expire. A building permit issued by a local government for a single-family dwelling expires 1 year after the issuance of the permit or on the effective date of the next edition of the Florida Building Code, whichever is later. However, this

paragraph does not prevent a local government from extending a building permit beyond the expiration date.

(f) A local government may not require a contract between a builder and an owner, any copies of such contract, or any associated document, including, but not limited to, letters of intent, material costs lists, labor costs, or overhead or profit statements, for the issuance of a building permit or as a requirement for the submission of a building permit application. Inspection fees may not be based on the total cost of a project and may not exceed the actual inspection costs incurred by the local enforcement agency.

(g)1. A local government that issues building permits shall exempt an owner of a single-family dwelling or the owner's contractor from the requirement to obtain a building permit to perform any work valued at less than $7,500 on the owner's property.

2. The exemption under subparagraph 1. does not apply to any of the following:

a. Work on a property that is partially or entirely located in a flood hazard area as defined by the Florida Building Code.

b. Any electrical, plumbing, structural, mechanical, or gas work performed on property containing a single-family dwelling. A construction project may not be divided into more than one project for the purpose of evading the requirements of

this paragraph.

3. To qualify for the exemption under subparagraph 1., the owner or the owner's contractor must submit a written request for exemption to the local enforcement agency with a copy of the contract or other documentation demonstrating the nature and the value of the work to be performed.

4. A local government has no legal duty to the owner, contractor, or successors or assigns thereof for exempted work performed under this paragraph.

(h)1. A local government that issues building permits shall exempt an owner of a single-family dwelling or the owner's contractor from the requirement to obtain a building permit for the installation of temporary residential hurricane and flood protection walls or barriers that meet all of the following conditions:

a. The wall or barrier is nonhabitable and non-load-bearing.

b. The wall or barrier is installed on the residential property of a single-family or two-family dwelling or townhouse.

c. The wall or barrier is constructed to mitigate or prevent storm surge or floodwaters from entering a structure or property.

d. The wall or barrier is installed by a contractor licensed under part I of chapter 489.

e. The wall or barrier complies with applicable local

zoning, drainage, easement, and setback requirements.

2. The exemption under subparagraph 1. does not apply to work on a property that is partially or entirely located in a flood hazard area as defined by the Florida Building Code.

3. To qualify for the exemption under subparagraph 1., the owner or the owner's contractor must submit a written request for exemption to the local enforcement agency with a copy of the contract or other documentation demonstrating the nature of the work to be performed.

4. A local government has no legal duty to the owner, contractor, or successors or assigns thereof for work performed under this paragraph.

5. The commission may adopt rules under s. 120.54 to incorporate necessary standards to implement this paragraph.

(i) If a retaining wall spans more than one lot or parcel, a local government that issues building permits must issue a permit for a retaining wall for the project as a whole and may not require a building permit for each lot or parcel upon which a retaining wall is installed on the property of a single-family or two-family residential dwelling or a townhouse.

(24)(a) A political subdivision of this state may not adopt or enforce any ordinance or impose any building permit or other development order requirement that:

1. Contains any building, construction, or aesthetic requirement or condition that conflicts with or impairs

corporate trademarks, service marks, trade dress, logos, color patterns, design scheme insignia, image standards, or other features of corporate branding identity on real property or improvements thereon used in activities conducted under chapter 526 or in carrying out business activities defined as a franchise by Federal Trade Commission regulations in 16 C.F.R. ss. 436.1, et~~.~~ seq.; ~~or~~

2. Imposes any requirement on the design, construction, or location of signage advertising the retail price of gasoline in accordance with the requirements of ss. 526.111 and 526.121 which prevents the signage from being clearly visible and legible to drivers of approaching motor vehicles from a vantage point on any lane of traffic in either direction on a roadway abutting the gas station premises and meets height, width, and spacing standards for Series C, D, or E signs, as applicable, published in the latest edition of Standard Alphabets for Highway Signs published by the United States Department of Commerce, Bureau of Public Roads, Office of Highway Safety; or

3. Imposes a glazing requirement that results in the glazing of more than 15 percent of the surface area of the primary facade for the first 10 feet above the ground floor for a proposed new commercial or mixed-use construction or restoration project, except for individually listed contributing structures in a National Register of Historic Places district. For purposes of this subparagraph, the term:

a. "Glazing" means the installation of transparent or translucent materials, including glass or similar substances, in windows, doors, or storefronts. The term includes any actual or faux windows to be installed on a building facade.

b. "Primary facade" means the single building side housing the primary entrance to the building.

Section 9. Section 553.791, Florida Statutes, is amended to read:

553.791 Alternative plans review and inspection.—

(1) As used in this section, the term:

(a) "Applicable codes" means the Florida Building Code and any local technical amendments to the Florida Building Code but does not include the applicable minimum fire prevention and firesafety codes adopted pursuant to chapter 633.

(b) "Audit" means the process to confirm that the building code inspection services have been performed by the private provider, including ensuring that the required affidavit for the plan review has been properly completed and submitted with the permit documents and that the minimum mandatory inspections required under the building code have been performed and properly recorded. The local building official may not replicate the plan review or inspection being performed by the private provider, unless expressly authorized by this section.

(c) "Building" means any construction, erection, alteration, demolition, or improvement of, or addition to, any

structure or site work for which permitting by a local enforcement agency is required.

(d) "Building code inspection services" means those services described in s. 468.603(5) and (8) involving the review of building plans as well as those services involving the review of site plans and site work engineering plans or their functional equivalent, to determine compliance with applicable codes and those inspections required by law, conducted either in person or virtually, of each phase of construction for which permitting by a local enforcement agency is required to determine compliance with applicable codes.

(e) "Deliver" or "delivery" means any method of delivery used in conventional business or commercial practice, including delivery by electronic transmissions such as e-mail or submission through an electronic fill-in form available on the building department's website or through a third-party submission management software.

(f) "Duly authorized representative" means an agent of the private provider identified in the permit application who reviews plans or performs inspections as provided by this section and who is licensed as an engineer under chapter 471 or as an architect under chapter 481 or who holds a standard or provisional certificate under part XII of chapter 468. A duly authorized representative who only holds a provisional certificate under part XII of chapter 468 must be under the

direct supervision of a person licensed as a building code administrator under part XII of chapter 468.

(g) "Electronic signature" means any letters, characters, or symbols manifested by electronic or similar means which are executed or adopted by a party with an intent to authenticate a writing or record.

(h) "Electronic transmission" or "submitted electronically" means any form or process of communication not directly involving the physical transfer of paper or another tangible medium which is suitable for the retention, retrieval, and reproduction of information by the recipient and is retrievable in paper form by the receipt through an automated process. All notices, documents, and applications provided for in this section may be transmitted electronically and shall have the same legal effect as if physically posted or mailed.

(i) "Electronically posted" means providing notices of decisions, results, or records, including inspection records, through the use of a website or other form of electronic communication used to transmit or display information.

(j) "Immediate threat to public safety and welfare" means a building code violation that, if allowed to persist, constitutes an immediate hazard that could result in death, serious bodily injury, or significant property damage. This paragraph does not limit the authority of the local building official to issue a Notice of Corrective Action at any time

during the construction of a building project or any portion of such project if the official determines that a condition of the building or portion thereof may constitute a hazard when the building is put into use following completion as long as the condition cited is shown to be in violation of the building code or approved plans.

(k) "Local building official" means the individual within the governing jurisdiction responsible for direct regulatory administration or supervision of plans review, enforcement, and inspection of any construction, erection, alteration, demolition, or substantial improvement of, or addition to, any structure for which permitting is required to indicate compliance with applicable codes and includes any duly authorized designee of such person.

(l) "Permit application" means a properly completed and submitted application for the requested building or construction permit, including:

1. The plans reviewed by the private provider, or in the case of a single-trade plans review where a private provider uses an automated or software-based plans review system pursuant to subsection (7) ~~(6)~~, the information reviewed by the automated or software-based plans review system to determine compliance with one or more applicable codes.

2. The affidavit from the private provider required under subsection (7) ~~(6)~~.

3. Any applicable fees.

4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(m) "Plans" means building plans, site engineering plans, or site plans, or their functional equivalent, submitted by a fee owner or fee owner's contractor to a private provider or duly authorized representative for review.

(n) "Private provider" means a person licensed as a building code administrator under part XII of chapter 468, as an engineer under chapter 471, or as an architect under chapter 481. For purposes of performing inspections under this section for additions and alterations that are limited to 1,000 square feet or less to residential buildings, the term "private provider" also includes a person who holds a standard certificate under part XII of chapter 468.

(o) "Private provider firm" means a business organization, including a corporation, partnership, business trust, or other legal entity, which offers services under this chapter to the public through licensees who are acting as agents, employees, officers, or partners of the firm. A person who is licensed as a building code administrator under part XII of chapter 468, an engineer under chapter 471, or an architect under chapter 481 may act as a private provider for an agent, employee, or officer of the private provider firm.

(p) "Registration" means the roster of authorized private provider firms held by each local enforcement agency.

(q) ~~(p)~~ "Request for certificate of occupancy or certificate of completion" means a properly completed and executed application for:

1. A certificate of occupancy or certificate of completion.

2. A certificate of compliance from the private provider required under subsection (15) ~~(13)~~.

3. Any applicable fees.

4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(r) ~~(q)~~ "Single-trade inspection" or "single-trade plans review" means any inspection or plans review focused on a single construction trade, such as plumbing, mechanical, or electrical. The term includes, but is not limited to, inspections or plans reviews of door or window replacements; fences and block walls more than 6 feet high from the top of the wall to the bottom of the footing; stucco or plastering; reroofing with no structural alteration; solar energy and energy storage installations or alterations; HVAC replacements; ductwork or fan replacements; alteration or installation of wiring, lighting, and service panels; water heater changeouts; sink replacements; and repiping.

(s)~~(r)~~ "Site work" means the portion of a construction project that is not part of the building structure, including, but not limited to, grading, excavation, landscape irrigation, and installation of driveways.

(t)~~(s)~~ "Stop-work order" means the issuance of any written statement, written directive, or written order which states the reason for the order and the conditions under which the cited work will be permitted to resume.

(2)(a) Notwithstanding any other law or local government ordinance or local policy, the fee owner of a building or structure, or the fee owner's contractor upon explicit written authorization from the fee owner, may choose at any time to use a private provider to provide plans review or building code inspection services with regard to such building or structure and may make payment directly to the private provider for the provision of such services. All such services shall be the subject of a ~~written~~ contract between the private provider, or the private provider's firm, and the fee owner or the fee owner's contractor, upon explicit written authorization of the fee owner. A copy of such written authorization must be submitted to the local building official. The local enforcement agency may not require the contract to be provided as part of the permit application or as a condition for issuing a permit. The fee owner may elect to use a private provider to provide plans review or required building inspections, or both. However,

if the fee owner or the fee owner's contractor uses a private provider to provide plans review, the local building official, in his or her discretion and pursuant to duly adopted policies of the local enforcement agency, may require the fee owner or the fee owner's contractor to use a private provider to also provide required building inspections.

(b) If a fee ~~an~~ owner or the fee owner's contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must reduce the permit fee by the amount of cost savings realized by the local enforcement agency for not having to perform such services. Such reduction may be calculated on a flat fee or percentage basis, or any other reasonable means by which a local enforcement agency assesses the cost for its plans review or inspection services. The permit fee must be based on the cost incurred by the local jurisdiction, including the labor cost of the personnel providing such services and the clerical and supervisory assistance required to comply with this section. The local jurisdiction may not charge fees for plans review or building inspections if the fee owner or the fee owner's contractor hires a private provider to perform such services. The local enforcement agency may not charge punitive administrative fees when a fee owner has chosen to work with a private provider~~; however, the local jurisdiction may charge a reasonable administrative fee, which shall be based on the cost~~

~~that is actually incurred, including the labor cost of the personnel providing the service, by the local jurisdiction or attributable to the local jurisdiction for the clerical and supervisory assistance required, or both~~.

(c) If a fee ~~an~~ owner or the fee owner's ~~a~~ contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must provide equal access to all permitting and inspection documents and reports to the private provider, owner, and contractor if such access is provided by software that protects exempt records from disclosure. Access to these documents must be promptly provided.

(d) If a fee owner or the fee owner's contractor retains a private provider for purposes of plans review or building inspection services for a commercial construction project, the local enforcement agency must reduce the permit fee by at least 25 percent of the portion of the permit fee attributable to plans review or building inspection services, as applicable. If the fee owner or the fee owner's contractor retains a private provider for all required plans review and building inspection services, the local enforcement agency must reduce the total permit fee by at least 50 percent of the amount otherwise charged for such services. If the local enforcement agency does not reduce such fee by at least the percentages provided in this paragraph, the local enforcement agency forfeits the ability to

collect any fees for the commercial construction project. The surcharge required by s. 553.721 must be calculated based on the amount of the reduced permit fee. This paragraph does not prohibit a local enforcement agency from reducing a permit fee in excess of the percentages provided in this paragraph.

(e) A local government or local building official may not require additional forms beyond those required at registration, except for the written notice required under subsection (5), if a fee owner or the fee owner's contractor uses a private provider.

(3) A private provider and any duly authorized representative may only perform building code inspection services that are within the disciplines covered by that person's licensure or certification under chapter 468, chapter 471, or chapter 481, including single-trade inspections. A private provider may not provide building code inspection services pursuant to this section upon any building designed or constructed by the private provider or the private provider's firm.

(4) A local enforcement agency must create a registration system for private providers and private provider firms working in the local enforcement agency's jurisdiction. A local enforcement agency must have a method to register and update registration information electronically. The local enforcement agency may not charge an administrative fee for registration or

updates to a registration. The private provider or private provider firm must provide its contact information and verify compliance with the licensure requirements of paragraph (1)(n) or paragraph (1)(o), as applicable, and the insurance requirements of subsection (20). The private provider or private provider firm must register with the local enforcement agency in the jurisdiction in which the provider or firm is working before contracting to provide services in such jurisdiction. The private provider or private provider firm must update its registration within 5 business days after any change to the provider's or firm's contact information, licensure, or insurance coverage.

(5)~~(4)~~ A fee owner or the fee owner's contractor using a private provider to provide building code inspection services shall notify the local building official in writing at the time of permit application, or by 2 p.m. local time, 2 business days before the first scheduled inspection by the local building official or building code enforcement agency that a private provider has been contracted to perform the required inspections of construction under this section, including single-trade inspections, on a form ~~to be~~ adopted by the commission. The local enforcement agency may not alter the form. This notice must ~~shall~~ include the following information:

(a) The services to be performed by the private provider.

(b) The name, firm, address, telephone number, and e-mail

address of each private provider who is performing or will perform such services, his or her professional license or certification number, ~~qualification statements or resumes,~~ and, if required by the local building official, a certificate of insurance demonstrating that professional liability insurance coverage is in place for the private provider's firm, the private provider, and any duly authorized representative in the amounts required by this section.

(c) An acknowledgment from the fee owner or the fee owner's contractor in substantially the following form:

I have elected to use one or more private providers to provide building code plans review and/or inspection services on the building or structure that is the subject of the enclosed permit application, as authorized by s. 553.791, Florida Statutes. I understand that the local building official may not review the plans submitted or perform the required building inspections to determine compliance with the applicable codes, except to the extent specified in said law. Instead, plans review and/or required building inspections will be performed by licensed or certified personnel identified in the application. The law requires minimum insurance requirements for such personnel, but I understand that I may require more

insurance to protect my interests. By executing this form, I acknowledge that I have made inquiry regarding the competence of the licensed or certified personnel and the level of their insurance and am satisfied that my interests are adequately protected. I agree to indemnify, defend, and hold harmless the local government, the local building official, and their building code enforcement personnel from any and all claims arising from my use of these licensed or certified personnel to perform building code inspection services with respect to the building or structure that is the subject of the enclosed permit application.

If the fee owner or the fee owner's contractor makes any changes to the listed private providers or the services to be provided by those private providers, the fee owner or the fee owner's contractor shall, within 1 business day after any change or within 2 business days before the next scheduled inspection, update the notice to reflect such changes. A change of a duly authorized representative named in the permit application does not require a revision of the permit, and the building code enforcement agency shall not charge a fee for making the change.

(6) ~~(5)~~ After construction has commenced ~~and if either the local building official is unable to provide inspection services~~

~~in a timely manner or the work subject to inspection is related to a single-trade inspection for a single-family or two-family dwelling~~, the fee owner or the fee owner's contractor may elect to use a private provider to provide inspection services for a single-trade inspection for a single-family or two-family dwelling by notifying the local building official of the owner's or contractor's intention to do so ~~by 2 p.m. local time, 2 business days~~ before the next scheduled inspection using the notice provided for in paragraphs (5)(a), (b), and (c) ~~(4)(a)-(c)~~.

(7) ~~(6)~~ A private provider performing plans review under this section shall review the plans to determine compliance with the applicable codes. For single-trade plans reviews, a private provider may use an automated or software-based plans review system designed to determine compliance with one or more applicable codes, including, but not limited to, the National Electrical Code and the Florida Building Code. Upon determining that the plans reviewed comply with the applicable codes, the private provider shall prepare an affidavit or affidavits certifying, under oath, that the following is true and correct to the best of the private provider's knowledge and belief:

(a) The plans were reviewed by the affiant, who is duly authorized to perform plans review pursuant to this section and holds the appropriate license or certificate.

(b) The plans comply with the applicable codes.

Such affidavit may bear a written or electronic signature and may be submitted electronically to the local building official. A local enforcement agency must accept electronically submitted affidavits.

(8)(a) The local building official may not review plans, construction drawings, or any other related documents determined by a private provider to be compliant with the applicable codes, except to the extent necessary to determine compliance with local ordinances, floodplain management regulations, site review requirements, and any other administrative or life-safety review unrelated to building code compliance.

(b) The local building official may review other forms and documents required under this section for completeness only. The local building official must provide written notice to a permit applicant of any incomplete forms or documents required under this section no later than 10 business days after receipt of a permit application or, if the permit application is relating to a single-trade plans review for a single-family or two-family dwelling, no later than 5 business days after receipt of a permit application, and an affidavit from the private provider as required in subsection (7). The written notice must state with specificity which forms or documents are incomplete.

~~(7)(a) No more than 20 business days, or if the permit application is related to a single-trade plans review for a~~

~~single-family or two-family dwelling, no more than 5 business days, after receipt of a permit application and the affidavit from the private provider required pursuant to subsection (6), the local building official shall issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections.~~ If the local building official does not provide such ~~a~~ written notice ~~of the plan deficiencies~~ within the prescribed time period, the permit ~~application~~ must be deemed approved as a matter of law, and the permit must be issued by the local building official on the next business day.

(c) ~~(b)~~ If the local building official provides a written notice ~~of plan deficiencies~~ to the permit applicant of any incomplete forms or documents required under this section at the time of plan submission within the prescribed time period, such ~~the~~ time period is tolled pending resolution of the matter. To resolve the issues raised in the notice ~~plan deficiencies~~, the permit applicant may elect to dispute the issues ~~deficiencies~~ pursuant to subsection (17) ~~(15)~~ or to submit revisions to correct the issues ~~deficiencies~~.

(d) ~~(c)~~ If the permit applicant submits revisions, the local building official has the remainder of the tolled 10-day or 5-day time period plus 5 business days ~~after the date of resubmittal~~ to issue the requested permit or to provide a second

written notice to the permit applicant stating which of the previously identified forms or documents ~~plan features~~ remain incomplete ~~in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections~~. Any subsequent review by the local building official is limited to the issues ~~deficiencies~~ cited in the original written notice. If the local building official does not provide the second written notice within the prescribed time period, the permit must be deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(e) ~~(d)~~ If the local building official provides a second written notice ~~of plan deficiencies~~ to the permit applicant within the prescribed time period, the permit applicant may elect to dispute the issues raised in the second notice ~~deficiencies~~ pursuant to subsection (17) ~~(15)~~ or to submit additional revisions to correct the issues ~~deficiencies~~. For all revisions submitted after the first revision, the local building official has an additional 5 business days ~~after the date of resubmittal~~ to issue the requested permit or to provide a written notice to the permit applicant stating which of the previously identified forms or documents ~~plan features~~ remain incomplete. If the local building official does not provide the notice within the prescribed time period, the permit must be deemed approved as a matter of law, and the local building

official must issue the permit on the next business day ~~in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections~~.

(9) ~~(8)~~ A private provider performing required inspections under this section shall inspect each phase of construction as required by the applicable codes. Such inspection, including a single-trade inspection, may be performed in person or virtually. The private provider may have a duly authorized representative perform the required inspections, provided all required reports are prepared by and bear the written or electronic signature of the private provider or the private provider's duly authorized representative. The duly authorized representative must be an employee of the private provider entitled to receive reemployment assistance benefits under chapter 443. The contractor's contractual or legal obligations are not relieved by any action of the private provider.

(10) ~~(9) A private provider performing required inspections under this section shall provide notice to the local building official of the approximate date and time of any such inspection.~~ The local building official may not prohibit the private provider from performing any inspection outside the local building official's normal operating hours, including after hours, weekends, or holidays. ~~The local building official may visit the building site as often as necessary to verify that the private provider is performing all required inspections.~~ A

deficiency notice must be posted by the private provider, the duly authorized representative of the private provider, or the building department whenever a noncomplying item related to the building code or the permitted documents is found. Such notice may be physically posted at the job site or electronically posted. After corrections are made, the item must be reinspected by the private provider or the representative of the private provider before being concealed. ~~Reinspection or reaudit fees shall not be charged by~~ The local jurisdiction may not charge reinspection or reaudit fees as a result of the local jurisdiction's audit inspection occurring before the performance of the private provider's inspection or for any other administrative matter not involving the detection of a violation of the building code or a permit requirement.

(11) A local enforcement agency is not responsible for the regulatory administration or supervision of building code inspection services performed by a private provider hired by a fee owner or the fee owner's contractor. A local enforcement agency may not require additional verification of licensure or insurance requirements beyond that which is required at registration.

(12) ~~(10)~~ If the private provider is a person licensed as an engineer under chapter 471 or an architect under chapter 481 and affixes his or her professional seal to the affidavit required under subsection (7) ~~(6)~~, the local building official

must issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections, within 10 business days after receipt of the permit application and affidavit. In such written notice, the local building official must provide with specificity the plan's deficiencies, the reasons the permit application failed, and the applicable codes being violated. If the local building official does not provide specific written notice to the permit applicant within the prescribed 10-day period, the permit application is deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(13) ~~(11)~~ If equipment replacements and repairs must be performed in an emergency situation, subject to the emergency permitting provisions of the Florida Building Code, a private provider may perform emergency inspection services without first notifying the local building official ~~pursuant to subsection (9)~~. A private provider must conduct the inspection within 3 business days after being contacted to conduct an emergency inspection and must submit the inspection report to the local building official within 1 day after the inspection is completed.

(14) ~~(12)~~ Upon completing the required inspections at each applicable phase of construction, the private provider shall

record such inspections on a form provided by the commission ~~acceptable to the local building official~~. The form must bear the written or electronic signature of the private provider or the private provider's duly authorized representative. These inspection records must ~~shall~~ reflect those inspections required by the applicable codes of each phase of construction for which permitting by a local enforcement agency is required. The private provider, upon completion of the required inspection, shall post each completed inspection record, indicating pass or fail, and provide the record to the local building official within 4 ~~2~~ business days. Such inspection record may be electronically posted by the private provider, or the private provider may post such inspection record physically at the project site. The private provider may electronically transmit the record to the local building official. The local building official may waive the requirement to provide a record of each inspection within 4 ~~2~~ business days if the record is electronically posted or transmitted or posted at the project site and all such inspection records are submitted with the certificate of compliance. Unless the records have been electronically posted or transmitted, records of all required and completed inspections shall be maintained at the building site at all times and made available for review by the local building official. A local building official may not fail any inspection performed by a private provider for not having the

inspection records at the job site if the inspection records have been electronically transmitted to the local building official within the 4-business-day requirement. The private provider shall report to the local enforcement agency any condition that poses an immediate threat to public safety and welfare.

(15) ~~(13)~~ Upon completion of all required inspections, the private provider firm shall prepare a certificate of compliance, on a form provided by the commission ~~acceptable to the local building official~~, summarizing the inspections performed and including a written representation, under oath, that the stated inspections have been performed and that, to the best of the private provider's knowledge and belief, the building construction inspected complies with the approved plans and applicable codes. The certificate of compliance may be signed by any qualified licensed individual employed full time by the private provider firm under whose authority the inspection was completed. The statement required of the private provider shall be substantially in the following form and shall be signed and sealed by a private provider as established in subsection (1) or may be electronically transmitted to the local building official:

To the best of my knowledge and belief, the building components and site improvements outlined herein and

inspected under my authority have been completed in conformance with the approved plans and the applicable codes.

(16)(a) ~~(14)(a)~~ The local building official may only perform building inspections of construction that a private provider has determined to be compliant with the applicable codes if the local building official has knowledge that the private provider did not perform the required inspections. If the local building official has such knowledge, the local building official must provide to the private provider written notice of the facts and circumstances upon which the local building official relied for such knowledge before performing a required inspection. The local building official may review forms and documents required under this section for completeness only. No more than 10 business days, or if the permit is related to single-family or two-family dwellings then no more than 2 business days, after receipt of a request for a certificate of occupancy or certificate of completion and the applicant's presentation of a certificate of compliance and approval of all other government approvals required by law, including the payment of all outstanding fees, the local building official shall issue the certificate of occupancy or certificate of completion or provide ~~a~~ notice to the applicant of any incomplete forms or documents required under this section

~~identifying the specific deficiencies, as well as the specific code chapters and sections~~.

(b) If the local building official does not provide notice of any incomplete forms or documents ~~the deficiencies~~ within the applicable time periods under paragraph (a), the request for a certificate of occupancy or certificate of completion is automatically granted and deemed issued as of the next business day. The local building official must provide the applicant with the written certificate of occupancy or certificate of completion within 10 days after it is automatically granted and issued. To resolve any identified issues ~~deficiencies~~, the applicant may elect to dispute the issues ~~deficiencies~~ pursuant to subsection (17) ~~(15)~~ or to submit a corrected request for a certificate of occupancy or certificate of completion.

(17)~~(15)~~ If the local building official determines that the building construction or plans do not comply with the applicable codes, the official may deny the permit or request for a certificate of occupancy or certificate of completion, as appropriate, or may issue a stop-work order for the project or any portion thereof as provided by law, if the official determines that the noncompliance poses an immediate threat to public safety and welfare, subject to the following:

(a) The local building official shall be available to meet with the private provider within 2 business days to resolve any dispute after issuing a stop-work order or providing notice to

the applicant denying a permit or request for a certificate of occupancy or certificate of completion.

(b) If the local building official and private provider are unable to resolve the dispute, the matter shall be referred to the local enforcement agency's board of appeals, if one exists, which shall consider the matter at its next scheduled meeting or sooner. Any decisions by the local enforcement agency's board of appeals, or local building official if there is no board of appeals, may be appealed to the commission as provided by this chapter.

(c) Notwithstanding any provision of this section, any decisions regarding the issuance of a building permit, certificate of occupancy, or certificate of completion may be reviewed by the local enforcement agency's board of appeals, if one exists. Any decision by the local enforcement agency's board of appeals, or local building official if there is no board of appeals, may be appealed to the commission as provided by this chapter, which shall consider the matter at the commission's next scheduled meeting.

(18) ~~(16)~~ For the purposes of this section, any notice to be provided by the local building official shall be deemed to be provided to the person or entity when successfully transmitted to the e-mail address listed for that person or entity in the permit application or revised permit application, or, if no e-mail address is stated, when actually received by that person or

entity.

(19)(a) ~~(17)(a)~~ A local enforcement agency, local building official, or local government may not adopt or enforce any laws, rules, procedures, policies, qualifications, or standards more stringent than those prescribed by this section.

~~(b) A local enforcement agency, local building official, or local government may establish, for private providers, private provider firms, and duly authorized representatives working within that jurisdiction, a system of registration to verify compliance with the licensure requirements of paragraph (1)(n) and the insurance requirements of subsection (18).~~

(b) ~~(c)~~ This section does not limit the authority of the local building official to issue a stop-work order for a building project or any portion of the project, as provided by law, if the official determines that a condition on the building site constitutes an immediate threat to public safety and welfare.

(c) A local enforcement agency may not prohibit or limit private providers from using virtual inspections if a virtual inspection is not prohibited by any applicable code.

(20) ~~(18)~~ A private provider may perform building code inspection services on a building project under this section only if the private provider maintains insurance for professional liability covering all services performed as a private provider. Such insurance shall have minimum policy

limits of $1 million per occurrence and $2 million in the aggregate for any project with a construction cost of $5 million or less and $2 million per occurrence and $4 million in the aggregate for any project with a construction cost of over $5 million. Nothing in this section limits the ability of a fee owner to require additional insurance or higher policy limits. For these purposes, the term "construction cost" means the total cost of building construction as stated in the building permit application. If the private provider chooses to secure claims-made coverage to fulfill this requirement, the private provider must also maintain coverage for a minimum of 5 years after ~~subsequent to~~ the performance of building code inspection services. The insurance required under this subsection shall be written only by insurers authorized to do business in this state with a minimum A.M. Best's rating of A. Before providing building code inspection services within a local building official's jurisdiction, a private provider must provide to the local building official a certificate of insurance evidencing that the coverages required under this subsection are in force.

(21) ~~(19)~~ When performing building code inspection services, a private provider is subject to the disciplinary guidelines of the applicable professional board with jurisdiction over his or her license or certification under chapter 468, chapter 471, or chapter 481. All private providers shall be subject to the disciplinary guidelines of s.

468.621(1)(c)-(h). Any complaint processing, investigation, and discipline that arise out of a private provider's performance of building code inspection services shall be conducted by the applicable professional board.

(22)~~(20)~~ A local building code enforcement agency may not audit the performance of building code inspection services by private providers operating within the local jurisdiction until the agency has created standard operating private provider audit procedures for the agency's internal inspection and review staff, which includes, at a minimum, the private provider audit purpose and scope, private provider audit criteria, an explanation of private provider audit processes and objections, and detailed findings of areas of noncompliance. Such private provider audit procedures must be publicly available online, and a printed version must be readily accessible in agency buildings. The private provider audit results of staff for the prior two quarters also must be publicly available. The agency's audit processes must adhere to the agency's posted standard operating audit procedures. The same private provider or private provider firm may not be audited more than four times in a year unless the local building official determines a condition of a building constitutes an immediate threat to public safety and welfare, which must be communicated in writing to the private provider or private provider firm. The private provider or private provider firm must be given notice of each audit to be

performed at least 5 business days before the audit. Work on a building or structure may proceed after inspection and approval by a private provider. The work may not be delayed for completion of an inspection audit by the local building code enforcement agency.

(23) ~~(21)~~ The local government, ~~the~~ local building official, and ~~their~~ building code enforcement personnel shall be immune from liability to any person or party for any action or inaction by a fee owner of a building, or by a private provider or its duly authorized representative, in connection with building code inspection services as authorized in this act. The local government, local enforcement agency, local building official, and building code enforcement personnel may not prohibit or discourage the use of a private provider or a private provider firm.

(24) ~~(22)~~ Notwithstanding any other law, a county, a municipality, a school district, or an independent special district may use a private provider or a private provider firm, or may employ a licensed building inspector as described in s. 468.603(5)(a) or a person who holds the same licensure or certification as a private provider, to provide building code inspection services for a public works project, an improvement, a building, or any other structure that is owned by the county, municipality, school district, or independent special district.

Section 10. Paragraph (a) of subsection (1) of section

553.792, Florida Statutes, is amended to read:

553.792 Building permit application to local government.—

(1)(a) A local government must approve, approve with conditions, or deny a building permit application after receipt of a completed and sufficient application within the following timeframes, unless the applicant waives such timeframes in writing:

1. Within 5 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits for an existing single-family residential dwelling if the value of the work is less than $15,000: structural, accessory structure, alarm, electrical, gas, irrigation, landscaping, mechanical, plumbing, or roofing.

2.~~1.~~ Within 30 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits if the structure is less than 7,500 square feet: residential units, including a single-family residential unit or a single-family residential dwelling, accessory structure, alarm, electrical, irrigation, landscaping, mechanical, plumbing, or roofing.

3.~~2.~~ Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building

permits if the structure is 7,500 square feet or more: residential units, including a single-family residential unit or a single-family residential dwelling, accessory structure, alarm, electrical, irrigation, landscaping, mechanical, plumbing, or roofing.

4.~~3.~~ Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits: signs or nonresidential buildings that are less than 25,000 square feet.

5.~~4.~~ Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits: multifamily residential, not exceeding 50 units; site-plan approvals and subdivision plats not requiring public hearing or public notice; and lot grading and site alteration.

6.~~5.~~ Within 12 business days after receiving a complete and sufficient application, for an applicant using a master building permit consistent with s. 553.794 to obtain a site-specific building permit.

7.~~6.~~ Within 10 business days after receiving a complete and sufficient application, for an applicant for a single-family residential dwelling applied for by a contractor licensed in this state on behalf of a property owner who participates in a Community Development Block Grant-Disaster Recovery program

~~administered by the Department of Commerce~~, unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.

However, the local government may not require the waiver of the timeframes in this section as a condition precedent to reviewing an applicant's building permit application.

Section 11. Paragraph (c) is added to subsection (1) of section 720.3035, Florida Statutes, to read:

720.3035 Architectural control covenants; parcel owner improvements; rights and privileges.—

(1)

(c) An association or any architectural, construction improvement, or other such similar committee of an association may not require a building permit to be issued by a governmental authority to a parcel owner as a prerequisite for review by the association or committee concerning the construction of structures or improvements on the parcel.

Section 12. This act shall take effect July 1, 2026.

Sec. 26-151. - Procedure ~~and fee schedule~~ for review of plans for permit and method for establishing valuation for permit purposes.

(a)*Plan checking fee.* ~~When the valuation of proposed construction exceeds $1,000.00 and a plan is required to be submitted, a plan checking fee shall be paid to the building official at the time of submitting the plans and specifications for checking. The plan checking fee shall be equal to half the building permit fee. Plans shall be reviewed by a private provider when it is deemed necessary by the building official. When plans are required by the building official to be reviewed by a private provider, a non-refundable plan review fee shall be paid to the city by the applicant at the time application is made for the building permit. The plan checking fee for plans reviewed by a private provider shall be in accordance with the following schedule:~~

1. Cost-Based Fees Required. Building permit and plan review fees shall be established and maintained in an amount that is reasonable and commensurate with the actual cost of administering and enforcing the Florida Building Code, including plan review, inspections, administration, and related activities.
2. Fee Schedule. The building official shall apply fees in accordance with a fee schedule adopted by resolution of the governing body.
3. Separation of Services. Fees shall be structured to reflect discrete services, including but not limited to; Plan review, Inspections, Administrative processing, Compliance reviews (e.g. zoning, floodplain, other applicable regulations)

~~Total Building Valuation~~	~~Fee~~

~~$0—$500,000.00 .....$800.00~~

~~$500,001.00—$5,000,000.00 .....800.00~~

~~Plus, per $1,000.00 for each $1,000.00 in excess of $500,000.00 .....0.55~~

~~$5,000,001.00 and more .....3,275.00~~

~~Plus, per $1,000.00 for every $1,000.00 in excess of $5,000,000.00 .....0.45~~

~~These fees are for a plan review using the International Code Council Building Valuation Data Sheet. A base fee multiplier of 15 percent additional shall be collected for reviews including any other standard codes, including but not limited to plumbing, gas and mechanical. These fees shall not apply to plans sent to a private provider.~~

(b) Private Provider Services.

1. The owner of a property or the owners authorized agent may elect to use a private provider for plan review and or inspection services in accordance with F.S. 553.791. When a private provider is utilized for plan review, corresponding inspection services shall be performed in accordance with F.S. 553.791 and applicable law.
2. Fee adjustments for private provider use when a private provider performs plan review or inspection services. The City shall not charge plan review or inspection fees for services not performed by the City, except as expressly authorized by law. The City shall reduce fees by the statutory minimum, 25% for inspections or plan review and 50% for inspections and plan review, but in no case shall fee reduction exceed the cost to City for services provided.

(c)*Valuation for ~~permit~~ administrative purposes*. Valuation ~~shall~~ may be determined by using the most recent building valuation data chart as compiled and published by the International Code Council, or the applicant declared value. This shall apply for ~~all~~ the purposes ~~in establishing valuation for building permits under this article.~~ of processing the permit application, verifying required documentation, performing statutorily authorized audits and record keeping.

Sec. 26-171. - Permits.

(a) *Required*. A building permit shall be procured from the building ~~inspector~~ official by every contractor or any other person responsible for the performance of any work ~~except painting~~ before doing such work or construction of any character, whether permanent or temporary, ~~where the cost exceeds $1,000.00 or an inspection is required~~ where required by the Florida Building Code; however, a building permit shall be required for any structure classified as a fence regardless of cost. Notwithstanding the foregoing, the City shall comply with all exemptions from permitting required by Florida Statutes, including exemptions applicable to certain residential work.

(b) *Fee schedules*. Permit fees shall be adopted by resolution of the city commission.

Sec. 26-172. - Penalties for work commencing before permit issuance.

Any person who commences any work on a building or structure or electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a penalty of 200 percent of the normal permit fee plus $50.00; except that during ~~or~~

~~following~~ any state of emergency declared by the Governor or local governing authority related to a natural disaster such as a hurricane, tornado, or sever windstorm, the penalty shall be 200 percent of the normal permit fee plus $100.00. The penalty ~~shall be in lieu of the penalty imposed by section 104.7.2 of the 2007 Florida Building Code adopted in section 26-36~~. established herein shall supersede any administrative penalty provisions for commencing work without a permit as provided in the Florida Building Code, as adopted by the city. This penalty is separate from and in addition to permit fees established pursuant to cost-of-service requirements. The City Manager is authorized to reduce or waive the penalty upon a determination that the violation was not willful, and that imposition of the full penalty would be unjust under the circumstances.

Sec. 26-200. - ~~Permits; issuance; work requiring permit; master electrician's and maintenance electrician's permits.~~ Reserved

~~(a)~~

~~*Work requiring.* A permit will be required to do any electrical construction of any character, install any electrical wiring, apparatus or equipment or make any extension or changes to existing systems of wiring for light, heat, power or advertising within the limits of the city, except the repairing of damaged or broken fixtures, apparatus or equipment and the ordinary work necessary for the proper maintenance of the same; however, no permit shall be required for the replacement of lamps or the connection of portable devices to suitable receptacles that have been permanently installed, or the installation of electrical fixtures such as ceiling fans or lights to locations that are already permanently wired for fixtures.~~

~~(b)~~

~~*Permits for master electricians.* Permits to do electrical work will be issued only to master electricians who are duly qualified under the provisions of this article to engage in the trade or business of electrical construction in the city.~~

~~(c)~~

~~*Permits for maintenance electricians.* Permits may be issued to duly qualified maintenance electricians to make reasonable alterations to existing installations of electrical wiring, apparatus or equipment installed, contained and used upon or in buildings or premises owned or occupied by the person by whom such maintenance electrician is regularly employed. Such reasonable alterations shall be of a minor character, shall be confined to existing branch circuits and their connecting fixtures, apparatus or equipment, and shall~~

~~not include the installation or replacement of service conductors, service equipment or subfeeder circuits.~~

Recommend reserve this section. This section is duplicative, antiquated and creates conflicts with actions preempted by State under FS 489.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 36-26 Sec 26, Article III Permits and Inspections

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☑ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance amends Section 26, to provide amendments required by Florida HB 803.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

None

ORDINANCE NO. 36-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE CITY CODE OF ORDINANCES, CHAPTER 26, BUILDINGS AND BUILDING REGULATIONS, ARTICLE III, PERMITS AND INSPECTIONS, SECTIONS 26-151, 26-171, 26-172, AND 26-200, TO PROVIDE FOR AMENDMENTS REQUIRED BY FLORIDA HOUSE BILL 803; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2026-63, Laws of Florida (HB 803), effective July 1, 2026, amended provisions of Section 553.80, Florida Statutes, relating to building permits and inspections; and

WHEREAS, the City Commission finds it necessary to amend its permit and inspection fee provisions to conform to state law; and

WHEREAS, the City Commission desires to ensure that building permit and inspection fees reflect the actual cost of providing services and comply with applicable Florida law.

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

SECTION 1: *Amendment.* That New Smyrna Beach Code of Ordinances Chapter 26, Buildings and Building Regulations, is hereby amended as follows: **(Note: Omissions from text are indicated by [. . .], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

Sec. 26-151. Procedure and fee schedule for review of plans for permit and method for establishing valuation for permit purposes.

~~(a)~~ *Plan checking fee.* ~~When the valuation of proposed construction exceeds $1,000.00 and a plan is required to be submitted, a plan checking fee shall be paid to the building official at the time of submitting the plans and specifications for checking. The plan checking fee shall be equal to half the building permit fee. Plans shall be reviewed by a private provider when it is deemed necessary by the building official. When plans are required by the building official to be reviewed by a private provider, a nonrefundable plan review fee shall be paid to the city by the applicant at the time application is made for the building permit. The plan checking fee for plans reviewed by a private provider shall be in accordance with the following schedule:~~

1. Cost-Based Fees Required. Building permit and plan review fees shall be established and maintained in an amount that is reasonable and commensurate with the actual cost of administering and enforcing the Florida Building Code, including plan review, inspections, administration, and related activities.
2. Fee Schedule. The building official shall apply fees in accordance with a fee schedule adopted by resolution of the governing body.
3. Separation of Services. Fees shall be structured to reflect discrete services, including but not limited to: Plan review, Inspections, Administrative processing, Compliance reviews (e.g. zoning, floodplain, other applicable regulations)

~~Total Building Valuation~~	~~Fee~~

~~$0 - $500,000.00$800.00~~
~~$500,001.00 - $5,000,000.00800.00~~
~~Plus, per $1,000.00 for each $1,000.00 in excess of $500,000.000.55~~
~~$5,000,001.00 and more3,275.00~~
~~Plus, per $1,000.00 for every $1,000.00 in excess of $5,000,000.000.45~~
~~These fees are for a plan review using the International Code Council Building Valuation Data Sheet. A base fee multiplier of 15 percent additional shall be collected for reviews including any other standard codes, including but not limited to plumbing, gas and mechanical. These fees shall not apply to plans sent to a private provider.~~

(b) *Private Provider Services.*

1. The owner of a property or the owners authorized agent may elect to use a private provider for plan review and or inspection services in accordance with F.S. 553.791. When a private provider is utilized for plan review, corresponding inspection services shall be performed in accordance with F.S. 553.791 and applicable law.

2. Fee adjustments for private provider use when a private provider performs plan review or inspection services. The City shall not charge plan review or inspection fees for services not performed by the City, except as expressly authorized by law. The City shall reduce fees by the statutory minimum, 25% for inspections or plan review and 50% for inspections and plan review, but in no case shall fee reduction exceed the cost to City for services provided.

(~~b~~c) *Valuation for ~~permit~~ administrative purposes.* Valuation ~~shall~~ may be determined by the use of the most recent building valuation data chart as compiled and published by the International Code Council~~.~~, or the applicant declared value. This shall apply for ~~all~~ the purposes ~~in establishing valuation for building permits under this article~~ of processing the permit application, verifying required documentation, performing statutorily authorized audits and record keeping.

. . .

Sec. 26-171. Permits.

(a) *Required.* A building permit shall be procured from the building ~~inspector~~ official by every contractor or any other person responsible for the performance of any work ~~except painting~~ before doing such work or construction of any character, whether permanent or temporary, ~~where the cost exceeds $1,000.00 or an inspection is required~~ where required by the Florida Building Code ; however, a building permit shall be required for any structure classified as a fence regardless of cost. Notwithstanding the foregoing, the City shall comply with all exemptions from permitting required by Florida Statutes, including exemptions applicable to certain residential work.

(b) *Fee schedules.* Permit fees shall be adopted by resolution of the city commission.

Sec. 26-172. Penalties for work commencing before permit issuance.

Any person who commences any work on a building or structure or electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a penalty of 200 percent of the normal permit fee plus $50.00; except that during ~~or following~~ any state of emergency declared by the Governor or local governing authority related to a natural disaster such as a hurricane, tornado, or sever windstorm, the penalty shall be 200 percent of the normal permit fee plus $100.00. The penalty ~~shall be in lieu of the penalty imposed by section 104.7.2 of the 2007 Florida Building Code adopted in section 26-36.~~established herein shall supersede any administrative penalty provisions for commencing work without a permit as provided in the Florida Building Code, as adopted by the city. This penalty is separate from and in addition to permit fees established pursuant to cost-of-service requirements. The City Manager is authorized to reduce or waive the penalty upon a determination that the violation was not willful, and that imposition of the full penalty would be unjust under the circumstances.

. . .

Sec. 26-200. ~~Permits; issuance; work requiring permit; master electrician's and maintenance electrician's permits.~~Reserved.

~~(a) *Work requiring.* A permit will be required to do any electrical construction of any character, install any electrical wiring, apparatus or equipment or make any extension or changes to existing systems of wiring for light, heat, power or advertising within the limits of the city, except the repairing of damaged or broken fixtures, apparatus or equipment and the ordinary work necessary for the proper maintenance of the same; however, no permit shall be required for the replacement of lamps or the connection of portable devices to suitable receptacles that have been permanently installed, or the installation of electrical fixtures such as ceiling fans or lights to locations that are already permanently wired for fixtures.~~

~~(b) *Permits for master electricians.* Permits to do electrical work will be issued only to master electricians who are duly qualified under the provisions of this article to engage in the trade or business of electrical construction in the city.~~

~~(c) *Permits for maintenance electricians.* Permits may be issued to duly qualified maintenance electricians to make reasonable alterations to existing installations of electrical wiring,~~

~~apparatus or equipment installed, contained and used upon or in buildings or premises owned or occupied by the person by whom such maintenance electrician is regularly employed. Such reasonable alterations shall be of a minor character, shall be confined to existing branch circuits and their connecting fixtures, apparatus or equipment, and shall not include the installation or replacement of service conductors, service equipment or subfeeder circuits.~~

. . .

SECTION 2: ***Codification.*** Following adoption of this ordinance, the city clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinance. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the code of Ordnance of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumber, re-lettered, and the word "ordinance" may be changed to "sections, "article," or such other word or phrase in order to accomplish such intention.

SECTION 3: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 5:30 p.m. on August 25, 2026, continued to September 22, 2026, continued to October 13, 2026, in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 6: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 7: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 10/6/2026

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 66-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON SECOND READING AND PUBLIC HEARING, WOULD ANNEX APPROXIMATELY 2.59 ± ACRES OF CITY OWNED LAND LOCATED AT 835 BAY DRIVE.

November 17, 2026

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florid 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168.

Request: Voluntary annexation:

- **From:** Unincorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 2.59 ± acres.
- **Location:** East side of Bay Drive north of Pioneer Trail.

Tax I.D. Number: 7313-00-00-0195.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the Volusia County and the City of New Smyrna Beach, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Linda Road is currently vacant. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. In this application, the land was purchased by the City of New Smyrna Beach as part of the Turnbull Creek Land Acquisition Program and the Future Land Use, (FLU) and zoning will be downgraded. The existing County FLU category is Rural and Environmental Systems Corridor. The existing County zoning designation is MH-4 Mobile Home and Resource Corridor. The proposed City FLU category is Conservation. The proposed City zoning designation is Conservation.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** The property located at 835 Bay Drive is developed with a mobile home that will be removed by the city. A 6" PVC water line is located within the Bay Drive right-of-way, but sewer and reclaimed water services are not available.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, stormwater management, and public-school facilities. Because the subject property is developed with a mobile home, to be removed by the city, and because no new densities are proposed, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 3 is attached as **Exhibit E**. The ISBA map is attached as **Exhibit F**. The legal description and Warranty Deed are attached as **Exhibits G** and **H**.

Recommendations:

At its regular scheduled meeting on November 2, 2026, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested annexation for city owned property located at 835 Bay Drive.

The Planning Department also recommends the Commission to **approve** the requested annexation for city owned property located at 835 Bay Drive.

Fiscal Analysis:
N/A

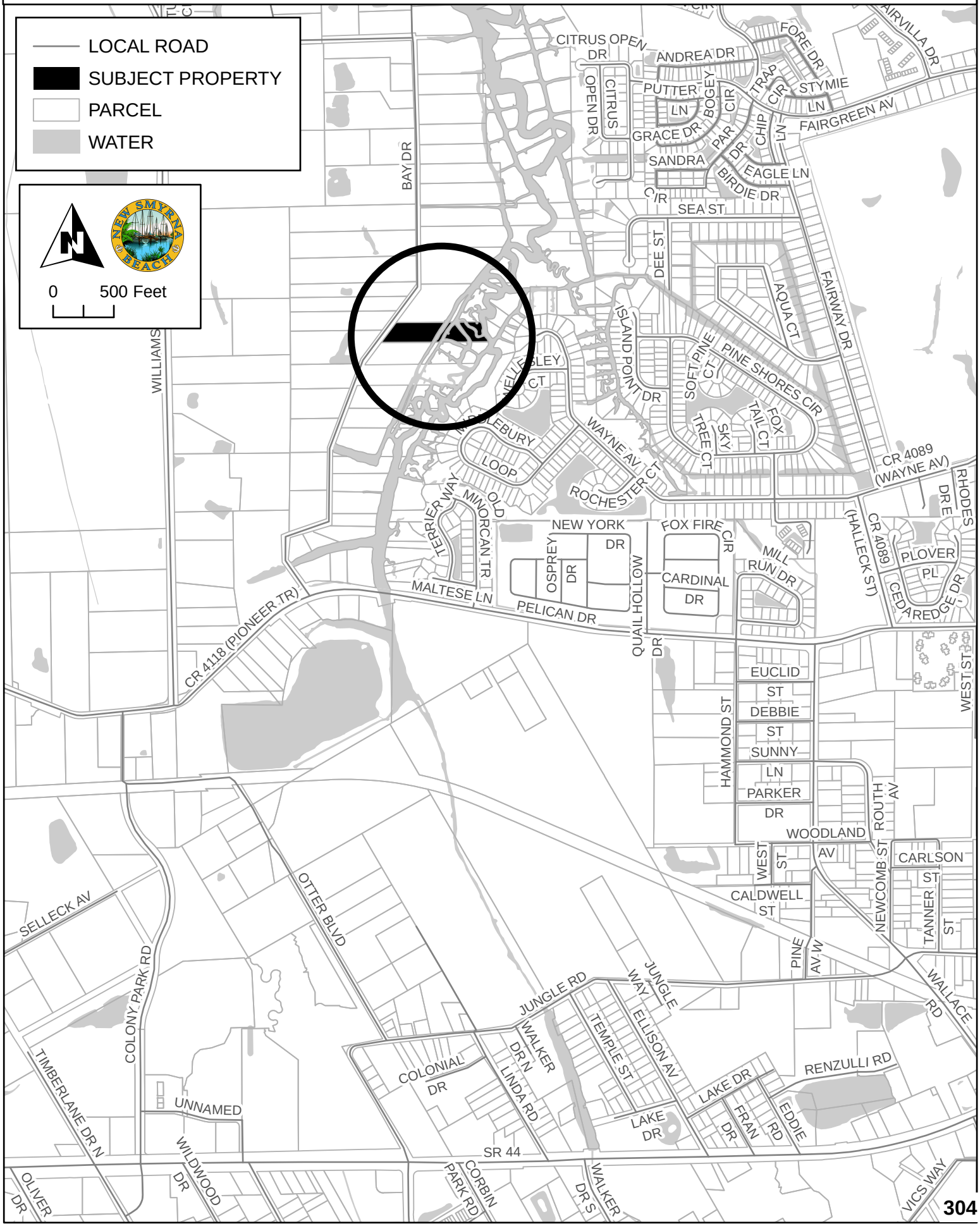
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Commission Zones Map.pdf
Exhibit F Interlocal Service Boundary Agreement Map.pdf
Exhibit G Legal Description.pdf
Exhibit H Warranty Deed.pdf
Business Impact Estimate - Ord 66-26 835 Bay Dr.pdf
Ord 66-26 Annexation 835 Bay Dr.pdf

A-10-26: 835 BAY DRIVE
PARCEL: 7313-00-00-0195 LOCATION MAP

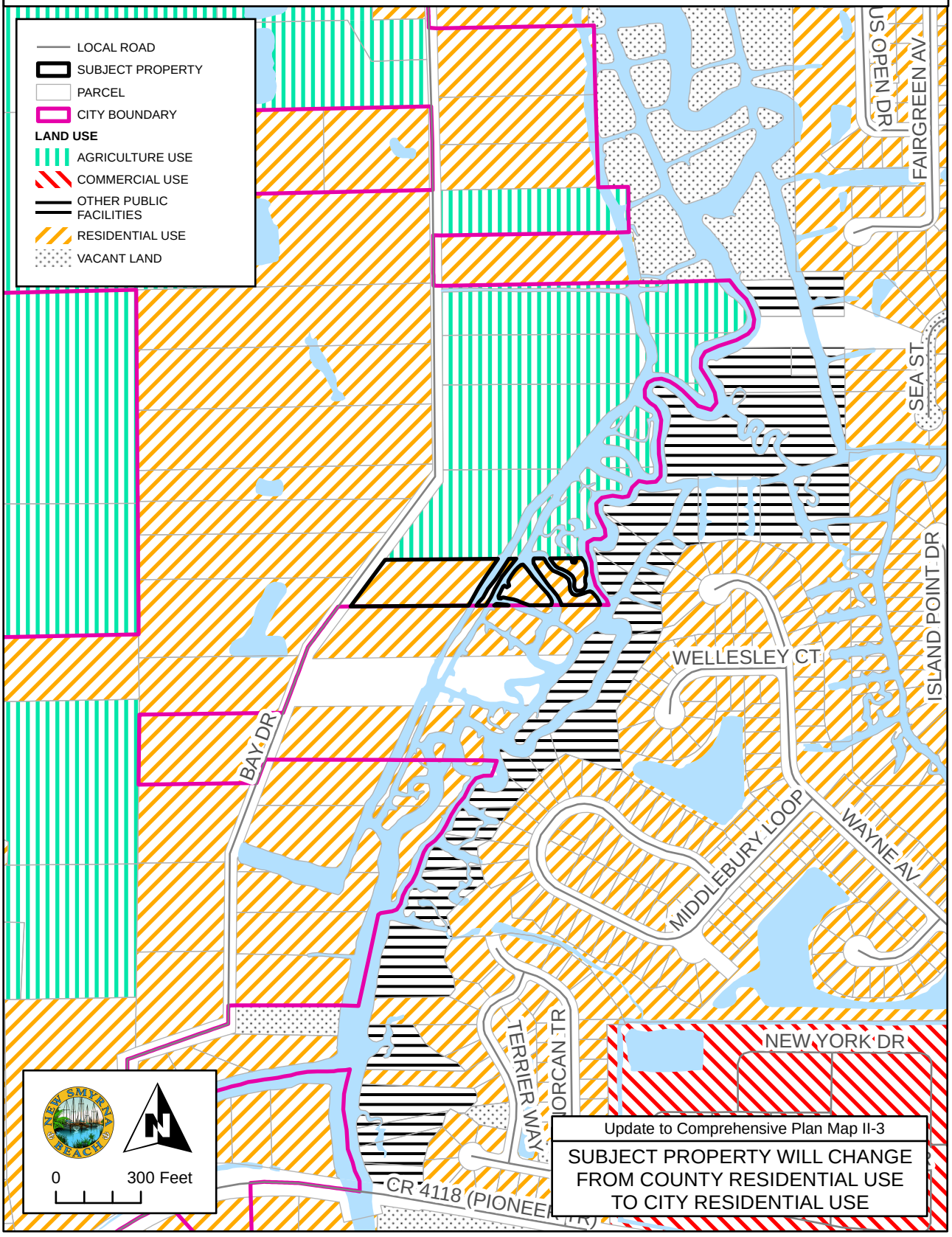


A-10-26: 835 BAY DRIVE
PARCEL: 7313-00-00-0195 AERIAL MAP



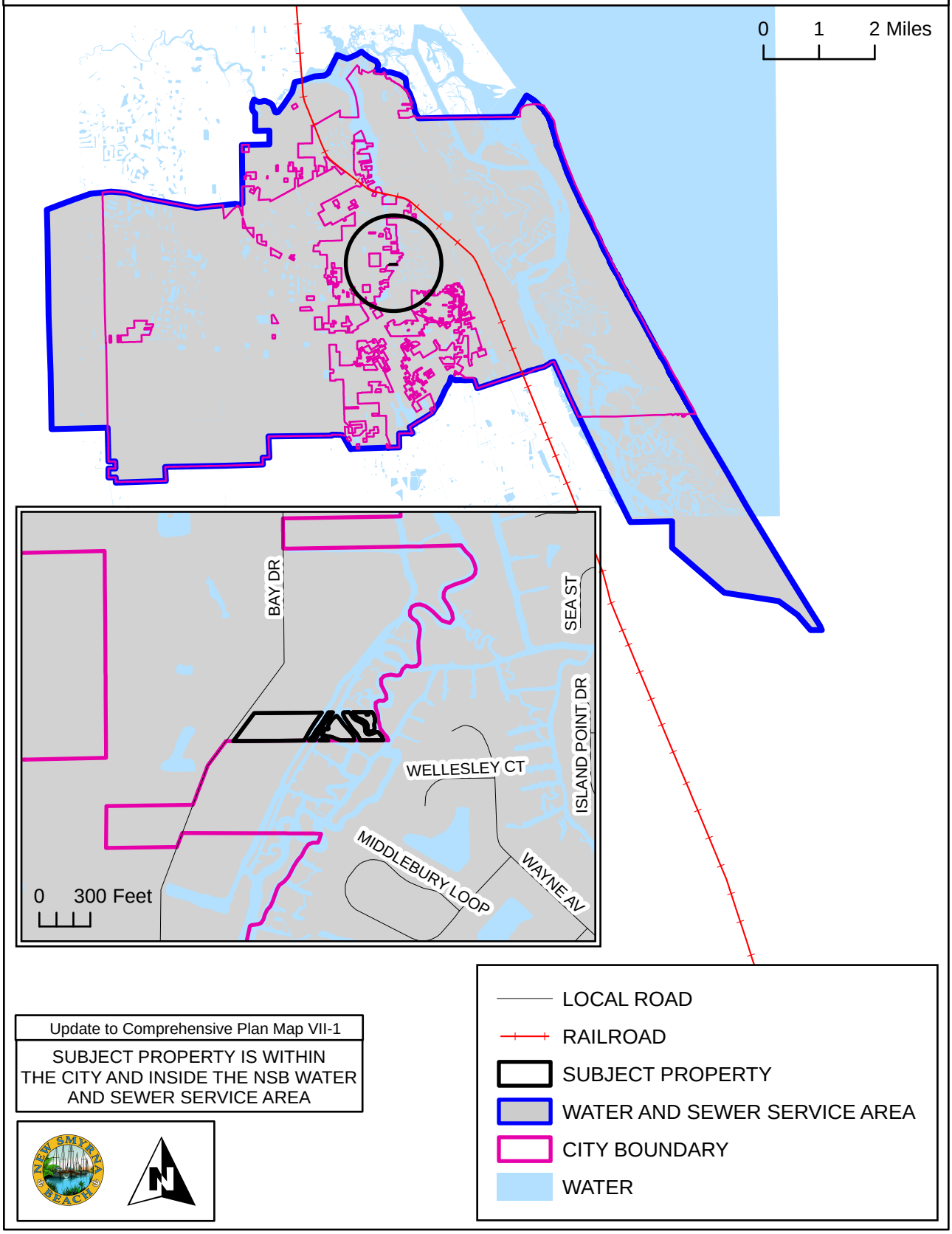
EXISTING LAND USE DESIGNATIONS

A-10-26



WATER AND SEWER SERVICE AREA

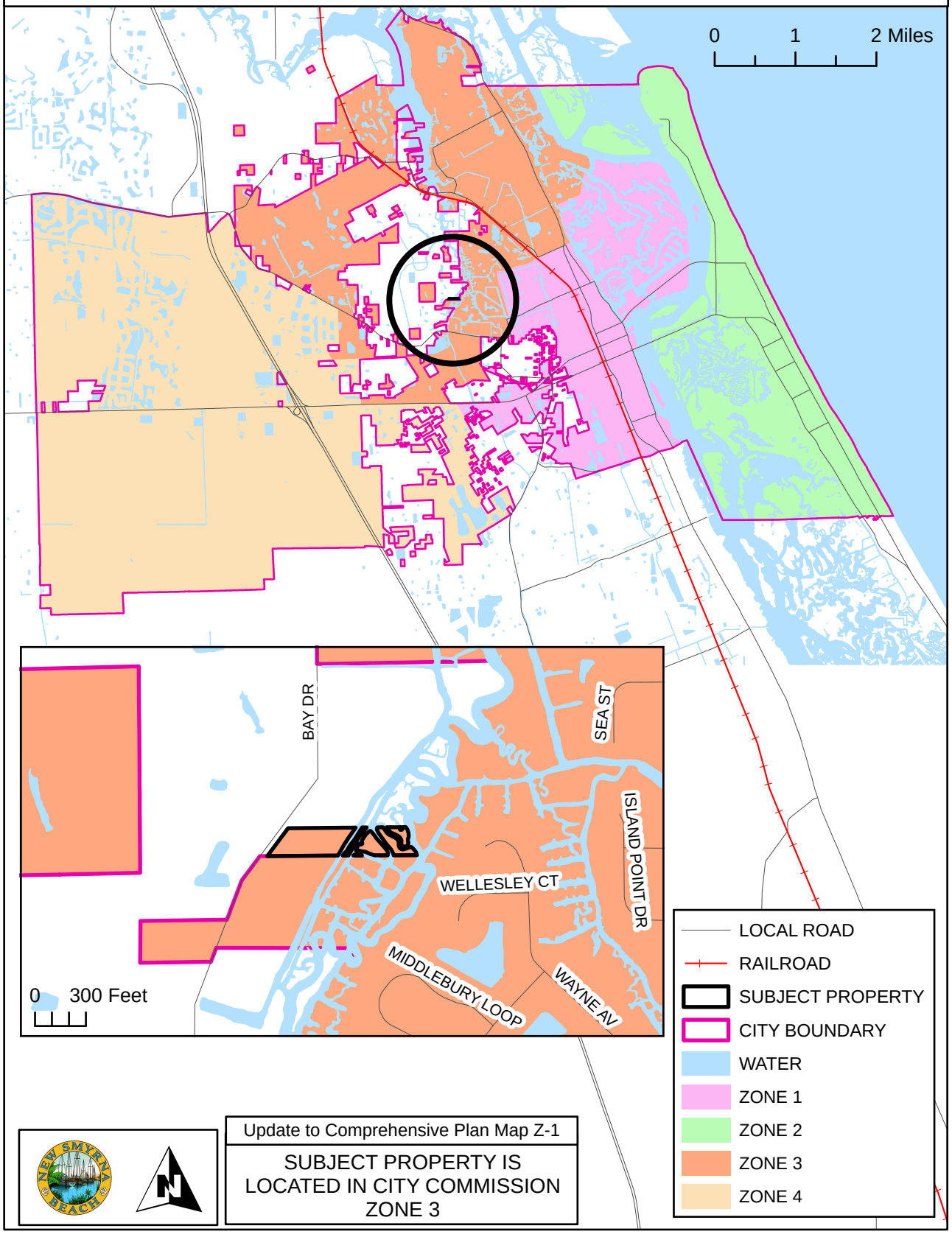
A-10-26



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

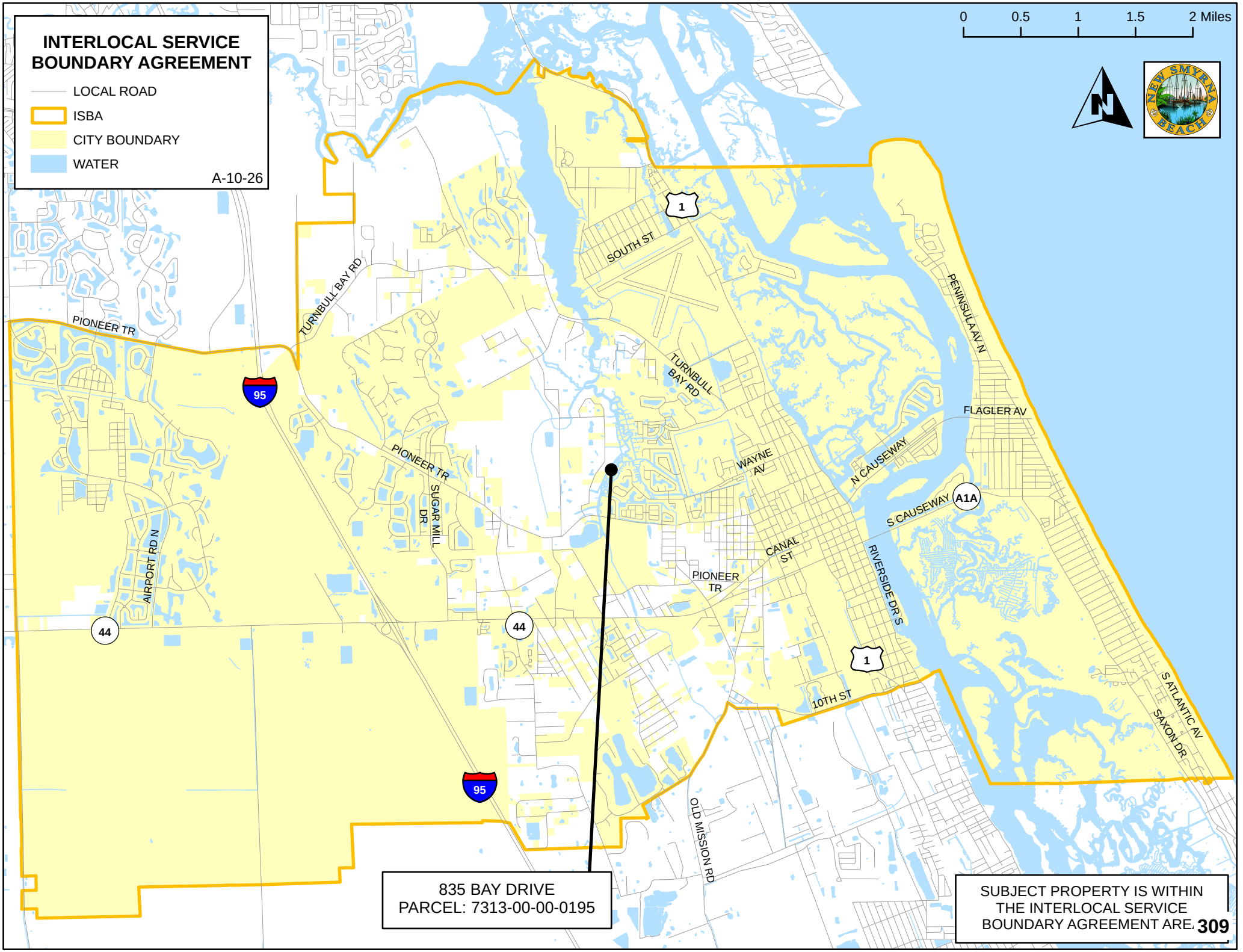
COMMISSION ZONES

A-10-26



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-10-26
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
835 BAY DRIVE
PARCEL: 7313-00-00-0195
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
309

LEGAL DESCRIPTION

Address:
835 Bay Drive, New Smyrna Beach, Florida 32168

Parcel Number
7313-00-00-0195

AltKey Number:
3705386

Metes and Bounds by Michael Lyons Esq. Coronado Law Group, PLLC:

The following described land, situate, lying and being in Volusia County, Florida:

Property in the Northwest one-quarter (1/4) of the Northwest one-quarter (I/4) of Section 13, Township 17 South, Range 33 East, described as follows:

Commence at the Northwest corner of said Northwest one-quarter (1/4) of the Northwest one-quarter (1/4); thence N 89° 50' 00" E, along the North line of said Northwest one-quarter (I/4) of the Northwest one-quarter (I/4), 743.28 feet; thence South and parallel to the West line of Northwest one-half (1/2) of the Northwest one-quarter (1/4), 650 feet; thence S. 36° 01' 30" W, 385 feet for the Point of Beginning; thence S 36° 01' 00" W, 205.6 feet; thence N 89° 50' E, 780 feet to the centerline of Turnbull Creek; thence Northerly along said centerline to a point which is N 89° 50' E, 791.88 feet from the point of beginning; thence S 89° 30' W, 791.88 feet to the point of beginning.

9/1/2026 2:38:08 PM Instrument #2026161303 #1 Book:8900 Page:817
Doc Stamps $3,150.00 Transfer Amt $450,000.00

Prepared by and return to:
Michael Lyons, Esq.
Coronado Law Group, PLLC
221 N. Causeway, Ste. A
New Smyrna Beach, FL 32169
(386) 427-5227
File Number: 2026-2600622

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 25 day of August, 2026 between **Michael Polczynski and Ann Lisk Polczynski a/k/a Antoinette L. Lisk, Husband and Wife, conveying non homestead property** whose post office address is **2609 Clemson Road, Jacksonville, FL 32217**, grantor, and **The City of New Smyrna Beach, a Municipal** whose post office address is **210 Sams Avenue, New Smyrna Beach, FL 32168**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Volusia County**, Florida to-wit:

Legal: The following described land, situate, lying and being in Volusia County, Florida: Property in the Northwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section 13, Township 17 South, Range 33 East, described as follows: Commence at the Northwest corner of said Northwest one-quarter (1/4) of the Northwest one-quarter (1/4); thence N 89° 50' 00" E, along the North line of said Northwest one-quarter (1/4) of the Northwest one-quarter (1/4), 743.28 feet; thence South and parallel to the West line of Northwest one-half (1/2) of the Northwest one-quarter (1/4), 650 feet; thence S. 36° 01' 30" W, 385 feet for the Point of Beginning; thence S 36° 01' 00" W, 205.6 feet; thence N 89° 50' E, 780 feet to the centerline of Turnbull Creek; thence Northerly along said centerline to a point which is N 89° 50' E, 791.88 feet from the point of beginning; thence S 89° 30' W, 791.88 feet to the point of beginning.

Parcel Number: 731300000195

Common Address: 835 Bay Dr., New Smyrna Beach, FL 32168

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2025.

Subject to taxes for 2026 and subsequent years; covenants, conditions, restrictions, easement, reservations, limitations of record if any.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name: LAWRENCE C. VISNER
Mailing Address: ~~221 N. Causeway, Suite A~~ 532 Lafayette ~~New Smyrna Beach, FL 32169~~ Grand Haven MI 49417

Michael Polczynski

Witness
Printed Name: Suzanne V. Canevello
Mailing Address: ~~221 N. Causeway, Suite A~~ 532 Lafayette ~~New Smyrna Beach, FL 32169~~ Grand Haven MI 49417

Witness
Printed Name: LAWRENCE C. VISNER
Mailing Address: ~~221 N. Causeway, Suite A~~ 532 Lafayette ~~New Smyrna Beach, FL 32169~~ Grand Haven MI 49417

Ann Lisk Polczynski AKA Antoinette L. Lisk

Ann Lisk Polczynski a/k/a Antoinette L. Lisk

Witness
Printed Name: Suzanne V. Canevello
Mailing Address: ~~221 N. Causeway, Suite A~~ 532 Lafayette ~~New Smyrna Beach, FL 32169~~ Grand Haven MI 49417

State of Michigan
County of Ottawa

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 25th day of August, 2026 by Michael Polczynski and Ann Lisk Polczynski a/k/a Antoinette L. Lisk who [ ] are personally known or [X] have produced drivers' licenses as identification.

[Seal]

Notary Public
Print Name: Suzanne V. Canevello

Suzanne V Canevello
Notary Public State of Michigan
Ottawa County
My Commission Expires 6/8/2031
Acting in the County of Ottawa

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 66-26 835 Bay Dr.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ordinance 66-26 annexes land purchased by the City for the protection of the Turnbull Creek watershed.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

None.

ORDINANCE NO. 66-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 2.6± ACRES OF PROPERTY LOCATED ON THE EAST SIDE OF BAY DRIVE, NORTH OF PIONEER TRAIL, ADDRESSED AS 835 BAY DRIVE; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 3; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 2.6± acres of property located on the east side of Bay Drive, north of Pioneer Trail, addressed as 835 Bay Drive; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on November 2, 2026, by a vote of 7-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

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

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 3. New Smyrna Beach Charter, §3.07.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on December 8, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published once a week for two consecutive weeks and provided to the County Council by certified mail is deemed to comply with Section 171.044, F.S.

SECTION 5: ***Filing.*** That within SEVEN (7) days after adoption, this ordinance shall be filed by the City Clerk with the Clerk of the Circuit Court, the County Manager and the Florida Department of State. The City Clerk shall file with this ordinance a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. §171.044(3), F.S.

SECTION 6: ***Charter Revisions to the Department of State.*** The Charter Boundary Article shall be revised to reflect the changes in the municipal boundaries resulting from this annexation and shall be filed as a revision of the City Charter with the Florida Department of State within THIRTY (30) days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area. §171.091, F.S.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 9: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 10: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 11/5/2026

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
835 Bay Drive, New Smyrna Beach, Florida 32168

Parcel Number
7313-00-00-0195

AltKey Number:
3705386

Metes and Bounds by Michael Lyons Esq. Coronado Law Group, PLLC:

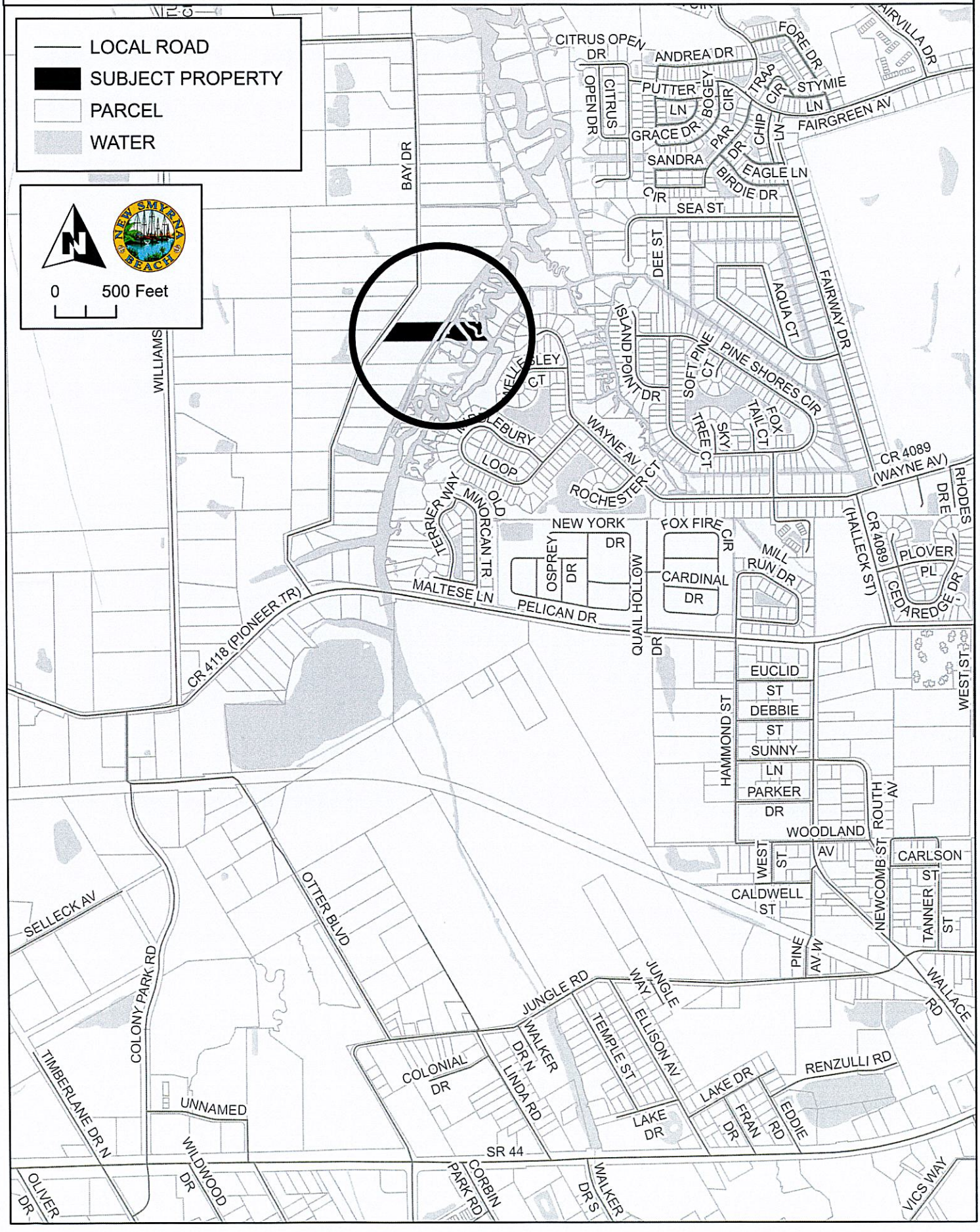
The following described land, situate, lying and being in Volusia County, Florida:

Property in the Northwest one-quarter (1/4) of the Northwest one-quarter (I/4) of Section 13, Township 17 South, Range 33 East, described as follows:

Commence at the Northwest corner of said Northwest one-quarter (1/4) of the Northwest one-quarter (1/4); thence N 89° 50' 00" E, along the North line of said Northwest one-quarter (I/4) of the Northwest one-quarter (I/4), 743.28 feet; thence South and parallel to the West line of Northwest one-half (1/2) of the Northwest one-quarter (1/4), 650 feet; thence S. 36° 01' 30" W, 385 feet for the Point of Beginning; thence S 36° 01' 00" W, 205.6 feet; thence N 89° 50' E, 780 feet to the centerline of Turnbull Creek; thence Northerly along said centerline to a point which is N 89° 50' E, 791.88 feet from the point of beginning; thence S 89° 30' W, 791.88 feet to the point of beginning.

EXHIBIT "A"

A-10-26: 835 BAY DRIVE
PARCEL: 7313-00-00-0195 LOCATION MAP



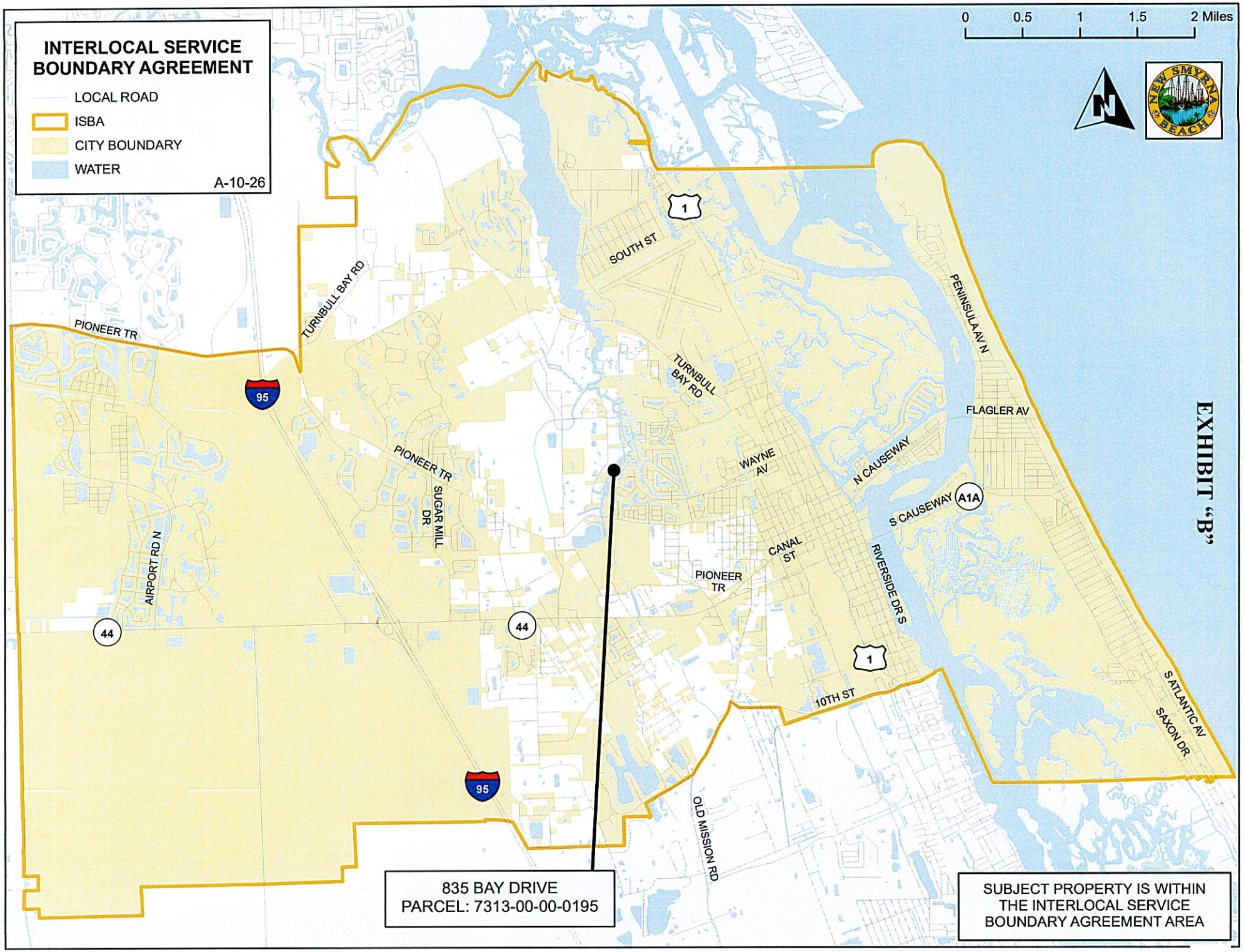
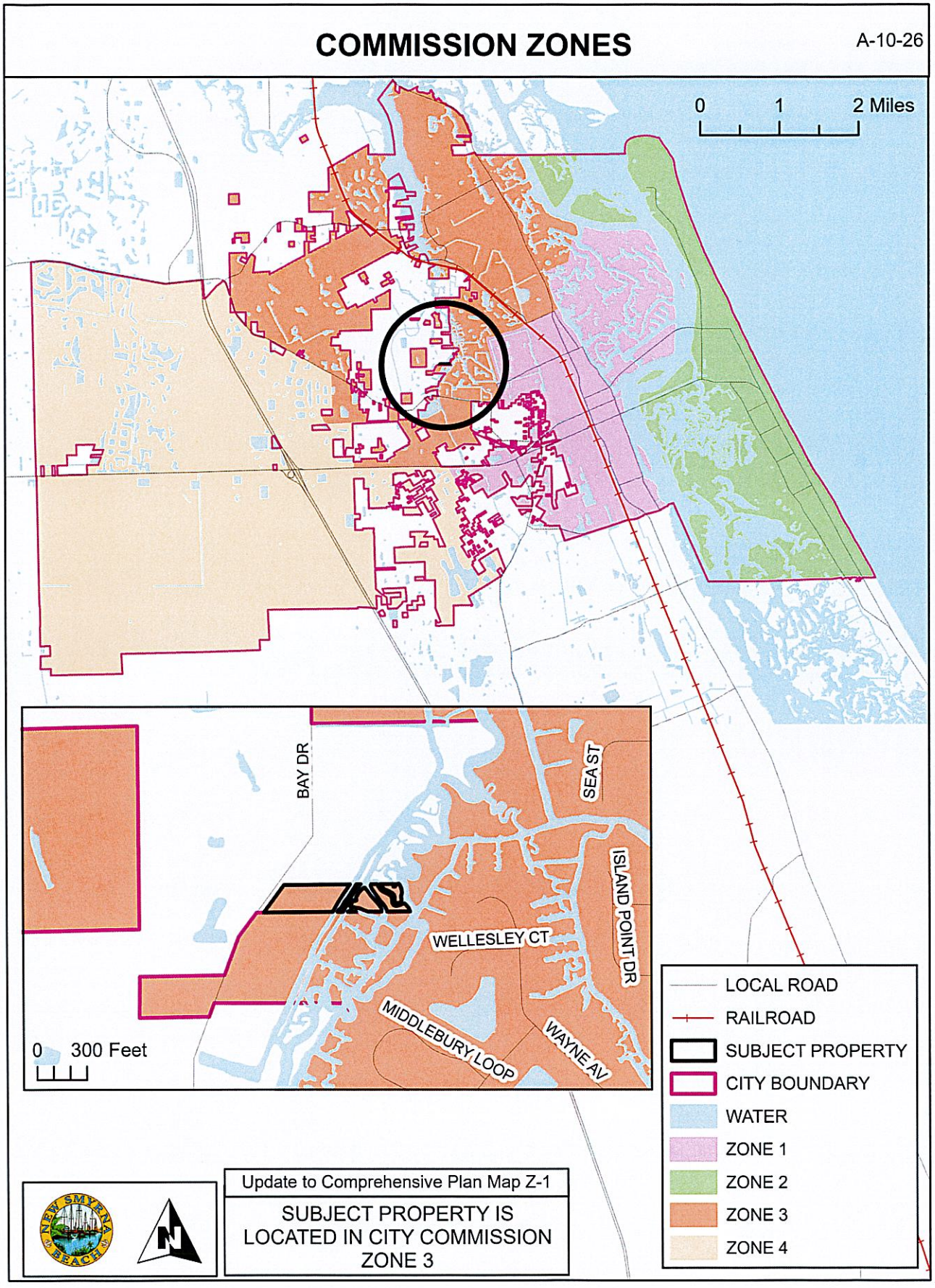

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-10-26
0 0.5 1 1.5 2 Miles
EXHIBIT "B"
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
835 BAY DRIVE
PARCEL: 7313-00-00-0195
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

EXHIBIT "C"


COMMISSION ZONES
A-10-26
0 1 2 Miles
BAY DR
SEA ST
ISLAND POINT DR
WELLESLEY CT
MIDDLEBURY LOOP
WAYNE AV
0 300 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 67-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON SECOND READING AND PUBLIC HEARING, WOULD APPROVE A SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT CHANGING THE FUTURE LAND USE FROM VOLUSIA COUNTY CATEGORY OF RURAL AND ENVIRONMENTAL SYSTEMS CORRIDOR TO CITY FUTURE LAND USE OF CATEGORY OF CONSERVATION ON APPROXIMATELY 2.59 + ACRES OF CITY OWNED LAND LOCATED AT 835 BAY DRIVE AS PART OF AN OVERALL ANNEXATION APPLICATION.

November 17, 2026

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florid 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168.

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) category of Rural and Environmental Systems Corridor.

- **To:** City Future Land Use category of Conservation.

Site Information:

- **Size:** 2.59 ± acres.
- **Location:** East side of Bay Drive north of Pioneer Trail.

Tax I.D. Number: 7313-00-00-0195.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the Volusia County and the City of New

Smyrna Beach, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Linda Road is currently vacant. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. In this application, the land was purchased by the City of New Smyrna Beach as part of the Turnbull Creek Land Acquisition Program and the FLU and zoning will be downgraded. As discussed above, the existing County FLU category is Rural and Environmental Systems Corridor. The existing County zoning designation is MH-4 Mobile Home and Resource Corridor. The proposed City FLU category is Conservation. The proposed City zoning designation is Conservation. A text description of the proposed City Conservation Future Land Use category is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The property located at 835 Bay Drive is developed with a mobile home that will be removed by the city. A 6" PVC water line is located within the Bay Drive right-of-way, but sewer and reclaimed water services are not available. A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, stormwater management, and public-school facilities. Because the subject property is undeveloped, and because no new improvements are proposed, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 3 is attached as **Exhibit W**. The ISBA map is attached as **Exhibit X**. The legal description and Warranty Deed are attached as **Exhibits Y** and **Z**.

Recommendations:

At its regular scheduled meeting on November 2, 2026, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use to City Conservation for city owned property located at 835 Bay Drive as part of an overall annexation application.

The Planning Department also recommends the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use to City Conservation for city owned property located at 835 Bay Drive as part of an overall annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

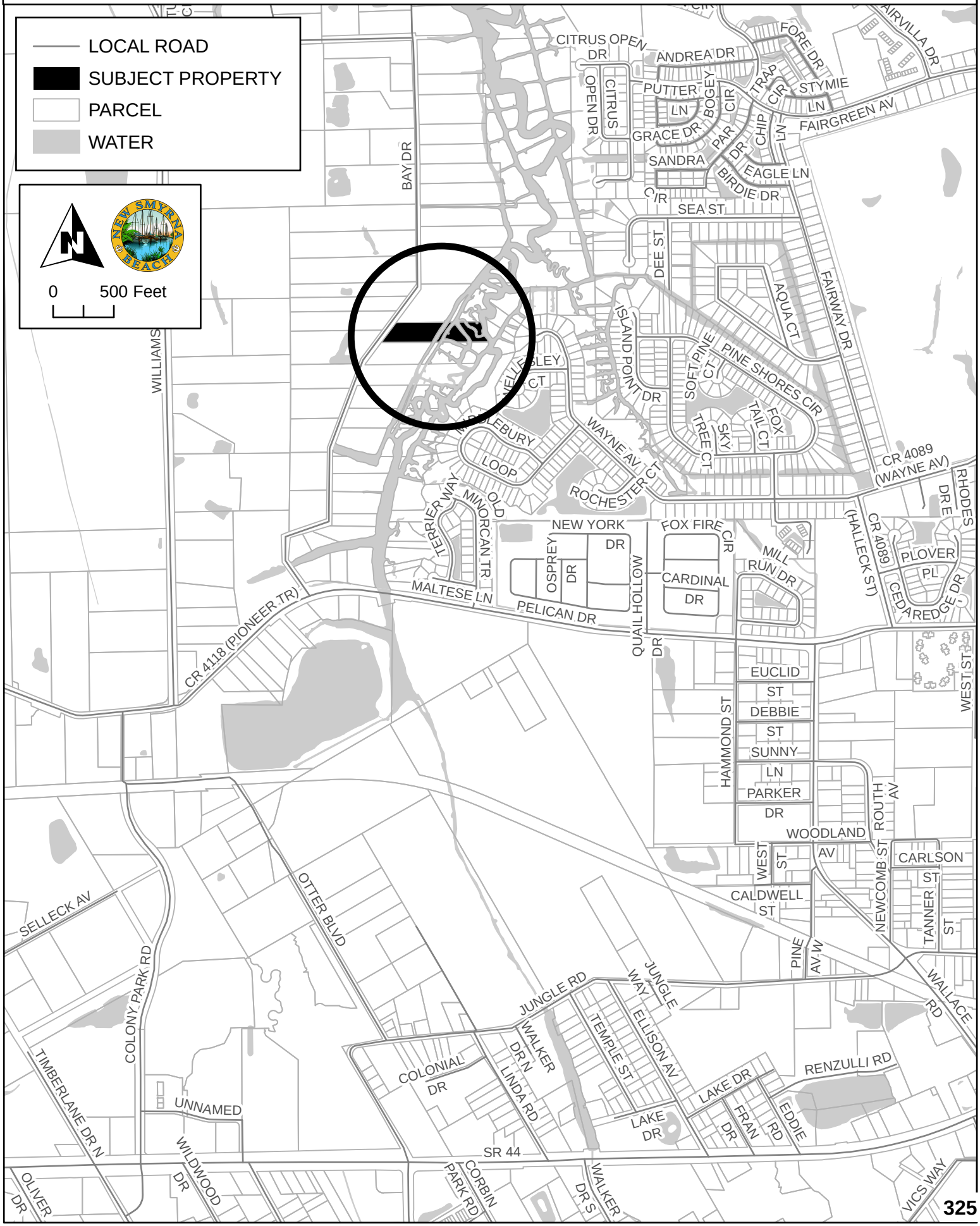
Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Rural & ESC FLU Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Conservation FLU Text.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf
Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit J Airport Runway Protection Zones.pdf
Exhibit K Bicycle and Pedestrian Facilities.pdf
Exhibit L Boat Slip Siting.pdf
Exhibit M City Parks.pdf
Exhibit N Coastal High Hazard Areas.pdf
Exhibit O Evacuation Routes.pdf
Exhibit P Existing Traffic Lanes - 2009.pdf
Exhibit Q Number of Traffic Lanes - 2025.pdf
Exhibit R Existing Level of Service - 2009.pdf
Exhibit S Level of Service - 2025.pdf

Exhibit T Flood Prone Areas.pdf
Exhibit U Neighborhood Map.pdf
Exhibit V Public Transit Routes.pdf
Exhibit W Commission Zones Map.pdf
Exhibit X Interlocal Service Boundary Agreement Map.pdf
Exhibit Y Legal Description.pdf
Exhibit Z Warranty Deed.pdf
Business Impact Estimate - Ord 67-26 835 Bay Dr.pdf
Ord 67-26 Small Scale 835 Bay Dr.pdf

A-10-26: 835 BAY DRIVE
PARCEL: 7313-00-00-0195 LOCATION MAP

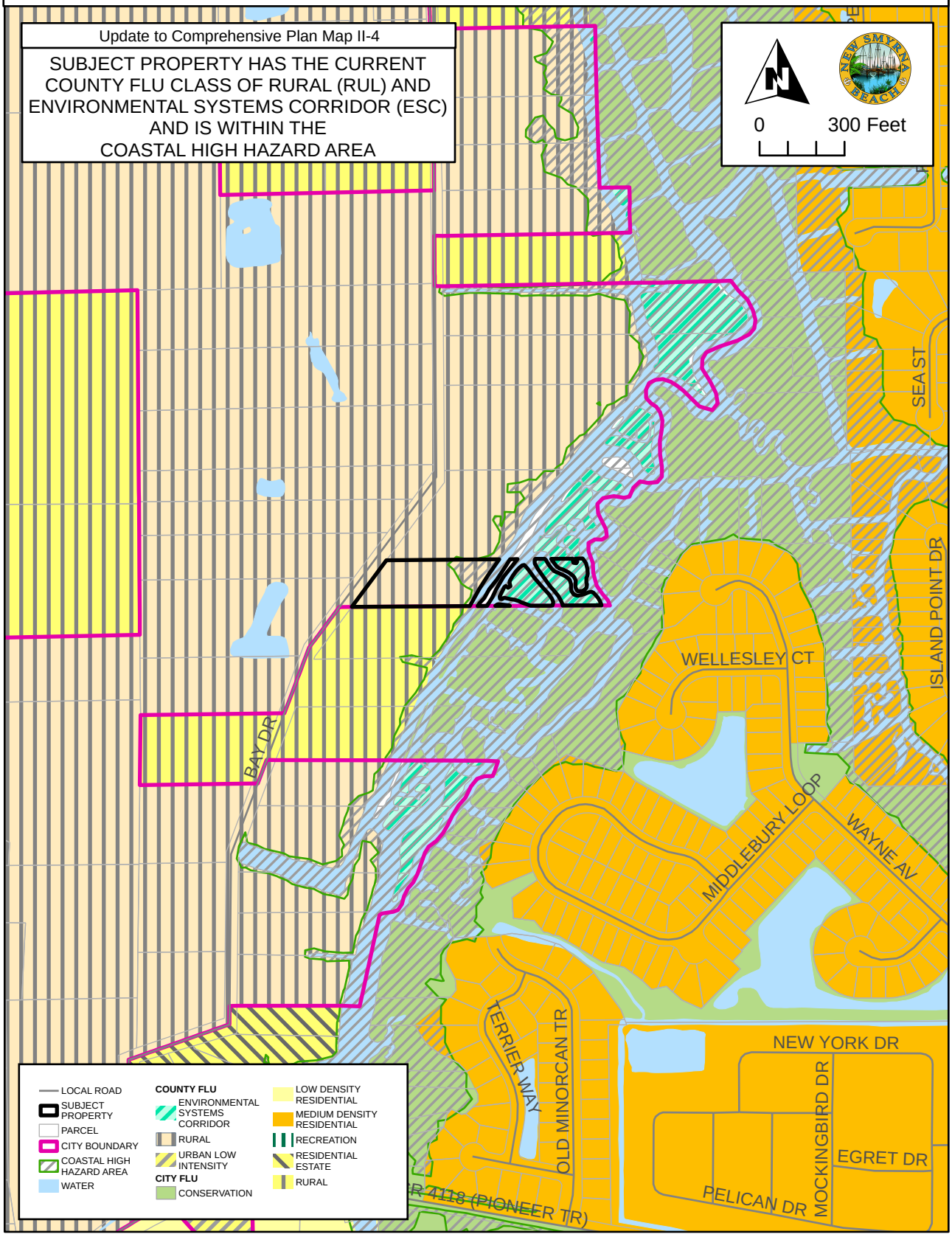


A-10-26: 835 BAY DRIVE
PARCEL: 7313-00-00-0195 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-10-26



Rural (R)

This designation consists of areas which are a mixture of agriculture and low-density residential development. Rural areas provide two functions, the first being a transitional use between the agricultural and urban uses and the second would be a rural community which serves as the economic focal point of a small region. Rural areas should be developed in a manner consistent with the retention of agriculture and the protection of environmentally sensitive areas. Strict limitation of development in rural areas contributes to the efficient growth and operation of public services and facilities, thus ensuring the most effective use of public resources. The natural features and constraints will be the primary determinants in deciding whether an area is suitable for rural type development.

(1) Lands designated as rural shall be developed at a maximum density of one (1) dwelling unit per five (5) acres. This density allowance may be increased under specific conditions if the project meets all of the following criteria:

(a) The subject parcel is within six-hundred-and-sixty feet (660') of an existing subdivision with a density less than one (1) dwelling unit per five (5) acres. In this case the Rural land may be developed at a similar density not to exceed one (1) dwelling unit per one (1) acre and with lot sizes similar and compatible with said qualifying subdivision. Chapter 1 Page 11 of 165 April 4, 2024 (through CPA 23-006)

(b) The subject parcel is adjacent to urban land use. In this case the Rural land may develop at a similar density not to exceed one (1) dwelling unit per one (1) acre, or intensity not to exceed a maximum Floor Area Ratio of twenty-five percent (0.25 FAR).

(c) In addition to the above conditions, the appropriateness will also be subject to the following:

i. Compatibility of the proposed development in the context of existing uses, including the proximity of agricultural uses;

ii. Public facility capacity in the area, including the availability of paved public roads;

iii. Suitability for wells and septic tank usage (i.e. existence of hydric soils);

iv. iv. The natural features of the subject parcel such as soils, vegetation, wildlife habitat and flood plain; and,

v. v. If applicable, consistency with Local Plans associated with this Element.

(2) There are two subcategories of the rural designation that address past development decisions. These subcategories are Rural Community and Rural Recreation. They are identified on the Special Rural Areas Map Series, presented in Appendix 1. These areas of intense or potentially intense development provide the mixed-use concept to the rural areas. They help limit urban sprawl by providing services not necessarily found in remote rural areas thus reducing the number of trips out of these rural areas. Also allowing some limited urban type of development may help promote economic growth in the rural areas as well.

In designated Rural Communities and Rural Recreation areas where densities are greater than one (1) unit per acre, existing platted lots, undeveloped subdivisions, or other pre-existing developments shall be permitted subject to zoning requirements. However, any new development or subdivision of land shall have to comply with current County regulations.

(a) Rural Community (RLC)- A rural community is characterized by a concentration of a permanent population, sometimes reaching over one thousand (1,000) persons. These communities serve as the focal point for a specific neighborhood and generally contain existing lots less than one (1) acre in size. There may be commercial uses at a level to serve the immediate population. Commercial, retail, and personal services may be allowed within the lower end of the range of what is can commonly be referred to as a neighborhood business (30,000 to 50,000 sq. ft. of gross leasable area) and shall not exceed a thirty-five percent Floor Area Ratio (0.35 FAR). The community commonly extends between one-half (½) to one Chapter 1 Page 12 of 165 April 4, 2024 (through CPA 23-006) (1) mile from the focal point which is usually the intersection of two rural roads.

A rural community may retain the zoning classifications that exist at the time of adoption of the Comprehensive Plan. A change in zoning must be consistent with the overlying land use designation, however, if existing zoning is more intense than the land use designation, a change to a similar intensity zoning classification may be permitted (e.g., small lot single family residential to small lot mobile home). Existing agricultural operations shall be allowed even if currently zoned for nonagricultural uses.

The following areas are considered Rural Communities:

i Seville
ii Barberville
iii Volusia
iv Cassadaga
v DeLeon Springs
vi Emporia

(b) Rural Recreation (RLR)- Limited areas of intense use located in remote rural areas along the St. Johns River. These areas are used for launching and/or storing boats with areas available for camping (RV sites are included). These areas may also contain single and multi-family dwelling units, hotels, bait shops, restaurants, and gas stations. Many of them are commonly referred to as fish camps.

This designation is intended to be treated in a similar manner as the Rural Community in that the existing zoning (at the time of the effective date of the Comprehensive Plan) may remain and be developed consistent with current land development regulations. New requests for zoning changes must be consistent with the Comprehensive Plan, as stated under Rural Community. The following areas are considered Rural Recreation areas:

i Pine Island
ii Shell Harbor Estates
iii Volusia Bar
iv South Moon
v Paramore
vi Highland Park
vii Daisy Lake
viii Crows Bluff
ix Lemon Bluff
x Baxter Point
xi Lakeview
xii St. Johns

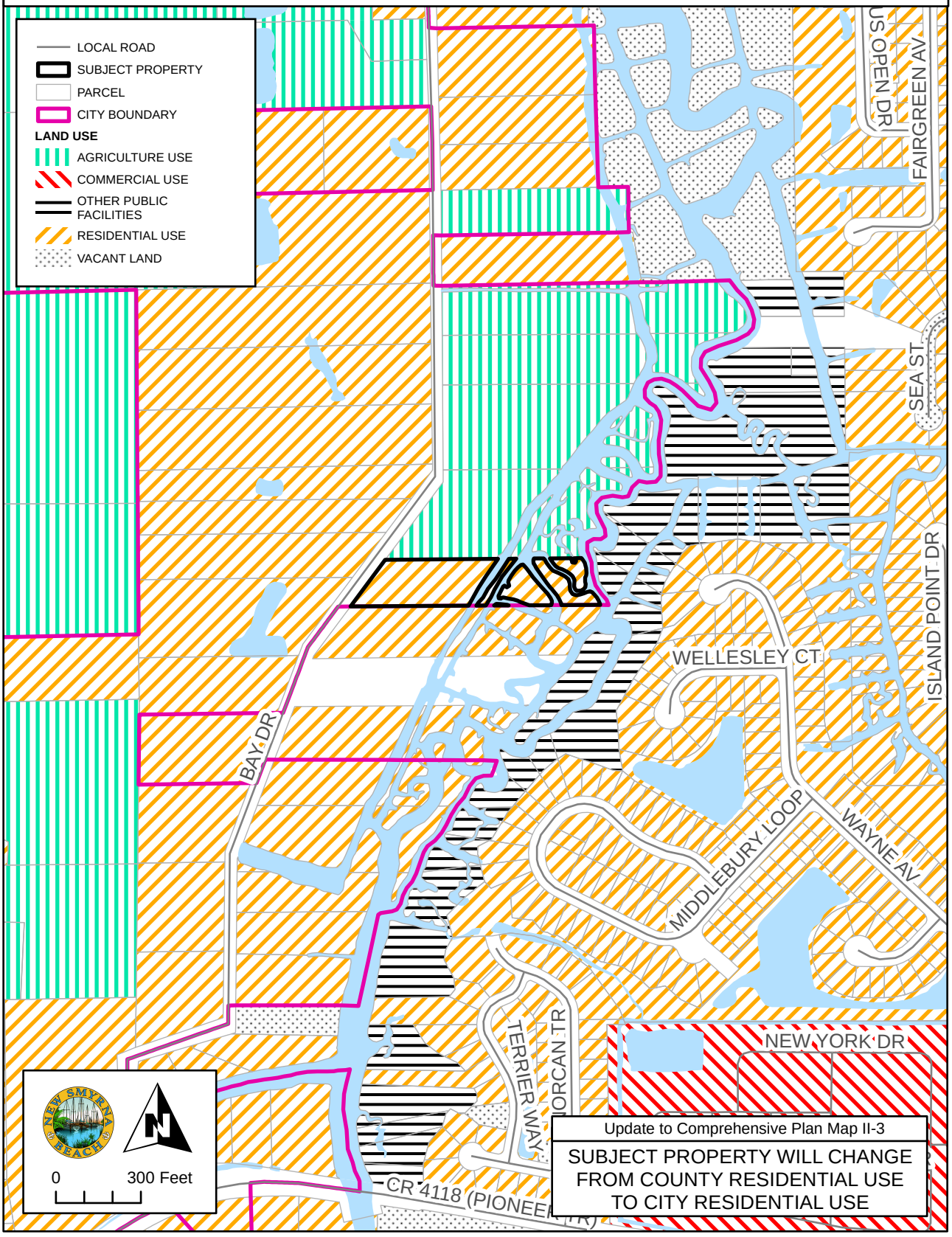
Volusia County Future Land Use

Environmental System Corridor (ESC) –

This designation consists of important ecological corridors comprised of environmentally sensitive and ecologically significant lands. Land use activities occurring within these corridors shall not degrade these natural functions and connections. The intention is to provide protected, natural pathways which connect to other protected areas such as parks, conservation lands and water bodies. This inter-connection helps maintain the ecological integrity and ecodiversity of the County's vast natural resources. ESC's shall include significant interconnected natural systems of environmentally sensitive lands, connecting to and including conservation areas where possible. The ESC's are not intended to include pre-existing improved, cultivated, or developed lands unless such lands contain unique or exceptional ecological value. Conservation and silviculture, utilizing Best Management Practices (BMP's), will be the preferred use, however, other compatible passive agricultural activities may also be permitted such as unimproved pasture. The primary consideration of compatible agriculture should be potential adverse impacts to the short and long term ecological stability of the system, as well as adjacent lands and waterways. The Environmental System Corridor configuration displayed on the Future Land Use Map is intended to show a generalized location for the corridor. The actual boundaries will be established based upon site specific information and features.
(1) The maximum residential density shall not exceed one (1) dwelling unit per twenty-five (25) acres.
(2) The maximum Floor Area Ratio shall not exceed ten percent (0.10 FAR).

EXISTING LAND USE DESIGNATIONS

A-10-26



CONSERVATION

Maximum allowed Floor Area Ratio (FAR): 0.10

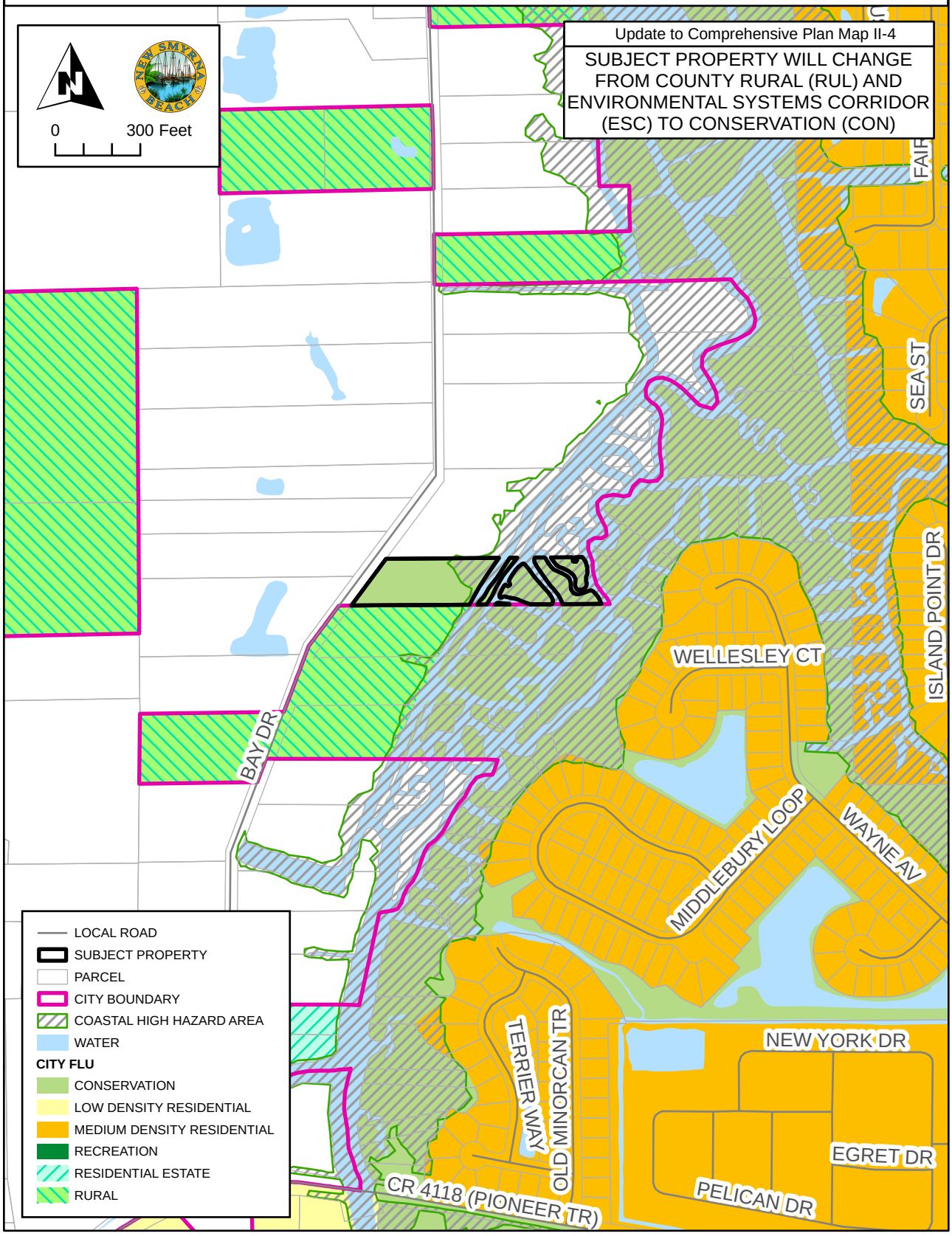
The general boundaries of those areas known to require environmental protection from development have been designated as conservation on the Future Land Use Map.

Designations are based on the best information available. Owners of lands designated as conservation on the Future Land Use Map may petition the City to adjust the boundaries of the conservation zone based upon a qualified biologist's determination of the boundaries made in accordance with §701.07 of the *Land Development Regulations*.

The Planning and Zoning Department shall review the owner's petition and automatically adjust the Future Land Use Map to correctly represent said area and upland buffer. The Local Planning Agency's approval shall be required if the area to be changed is greater than five (5) acres. Environmentally sensitive areas shall include, but not be limited to, jurisdictional wetlands, wetland buffers, uplands included as part of designated environmental corridors, and public beaches.

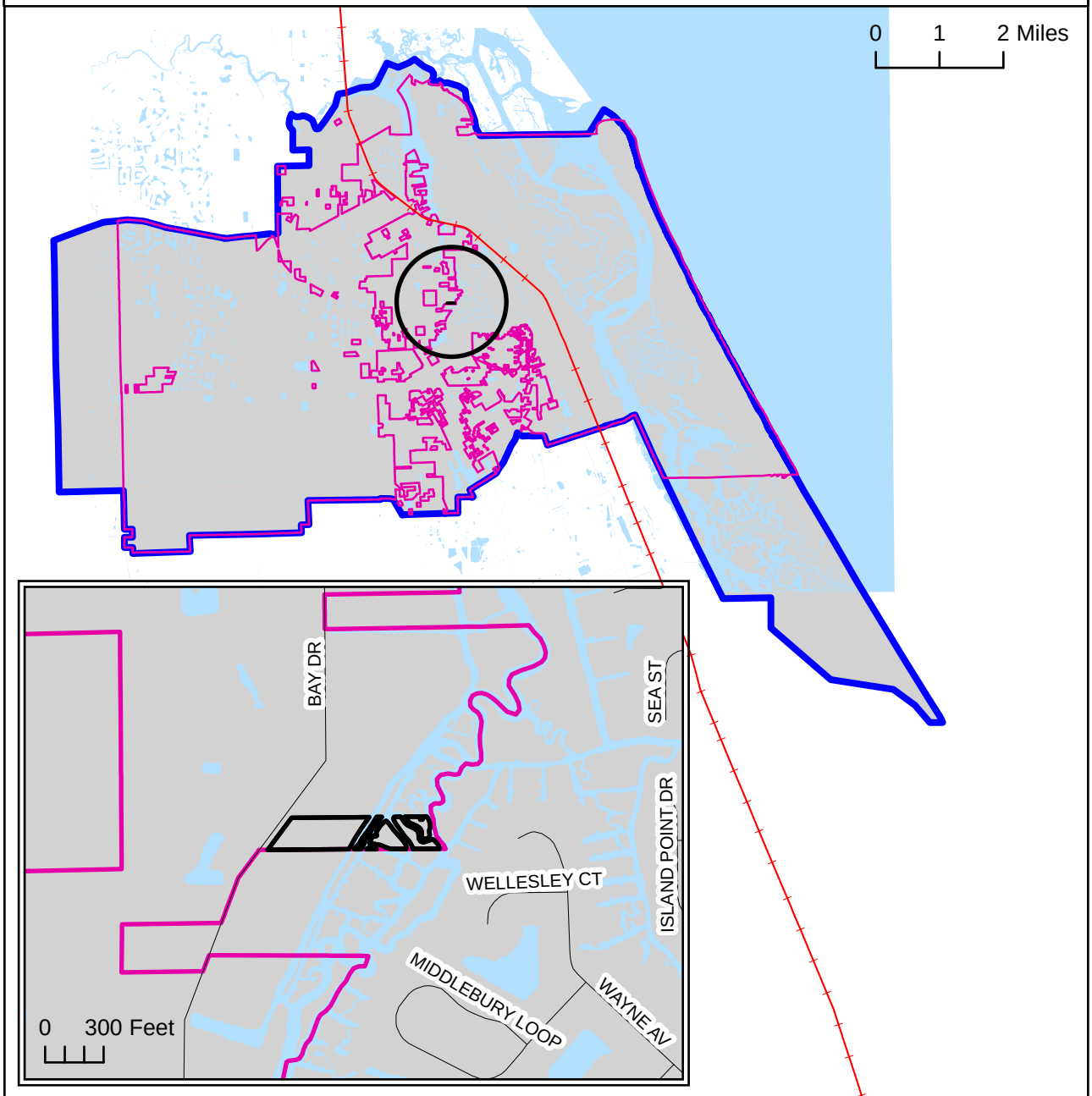
PROPOSED FUTURE LAND USE DESIGNATIONS

A-10-26



WATER AND SEWER SERVICE AREA

A-10-26



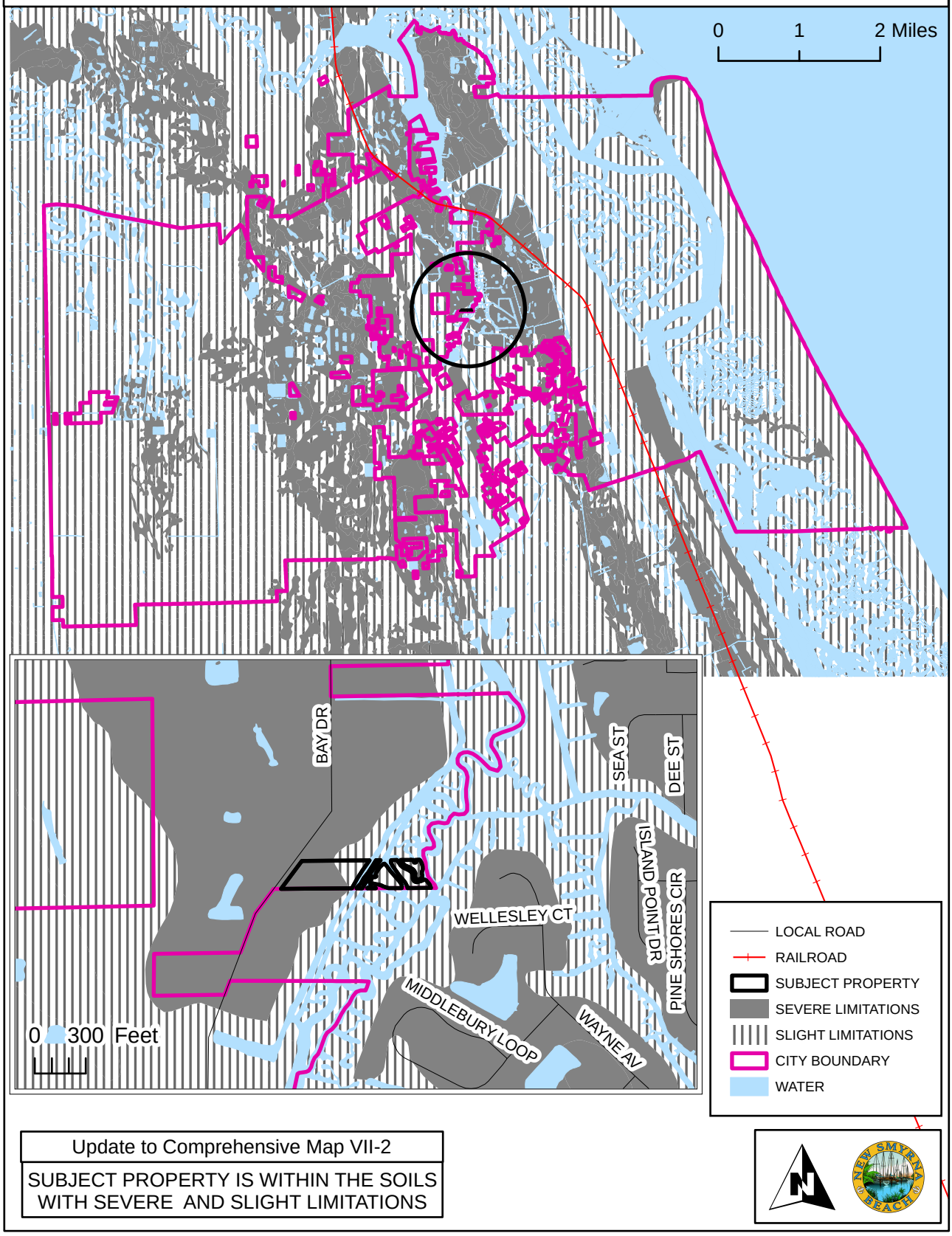
Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

- LOCAL ROAD
- RAILROAD
- SUBJECT PROPERTY
- WATER AND SEWER SERVICE AREA
- CITY BOUNDARY
- WATER

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-10-26

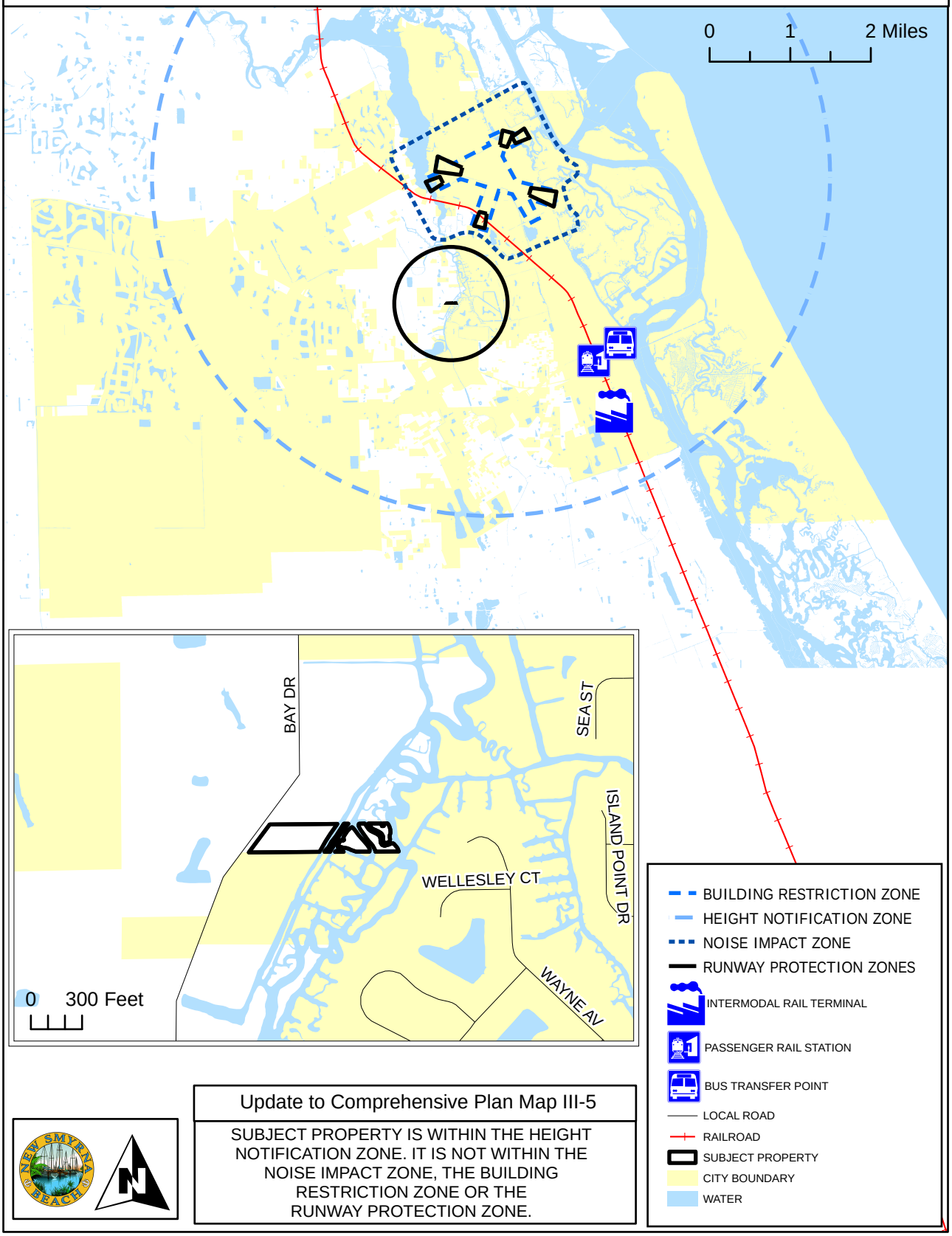


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE AND SLIGHT LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-10-26

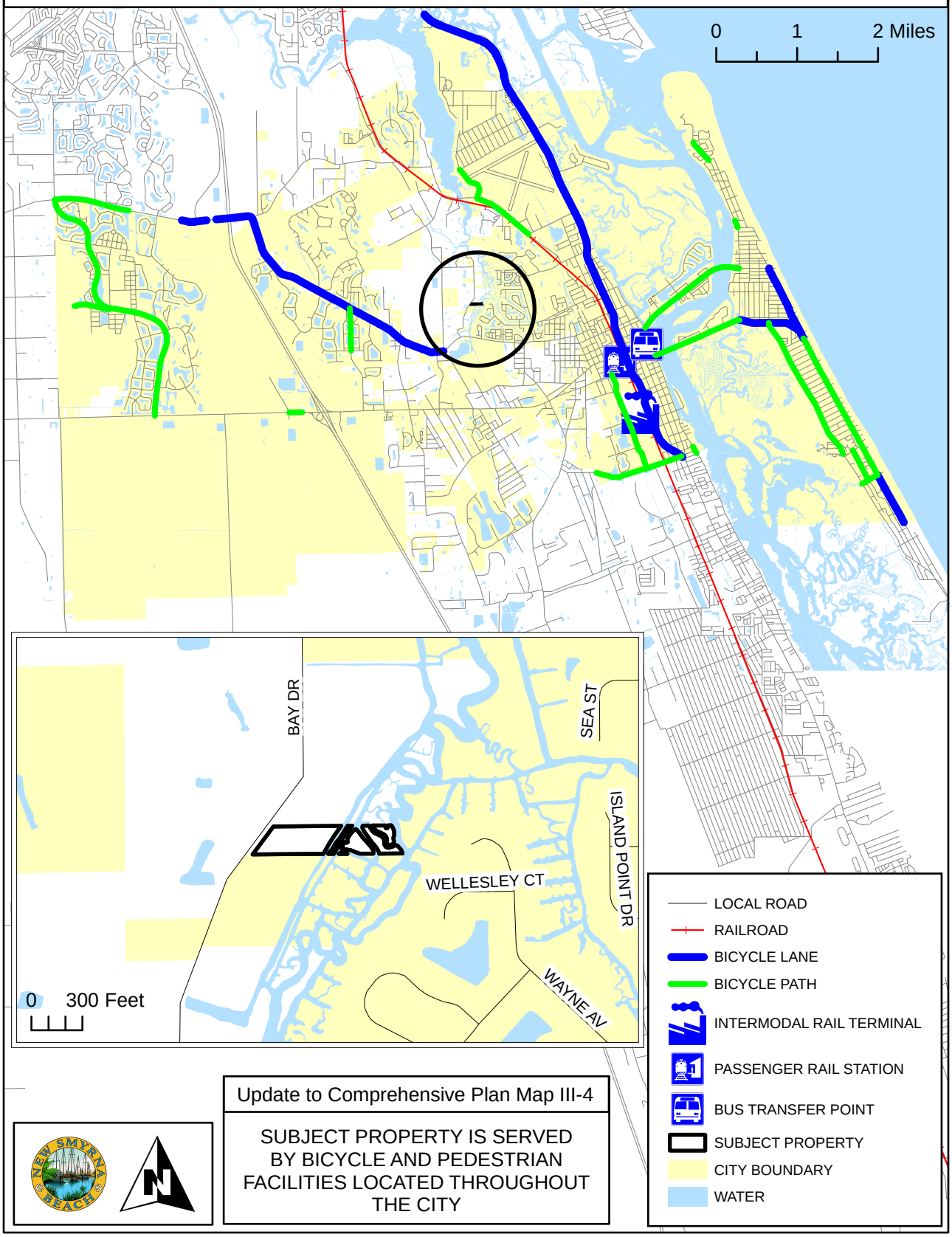


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-10-26

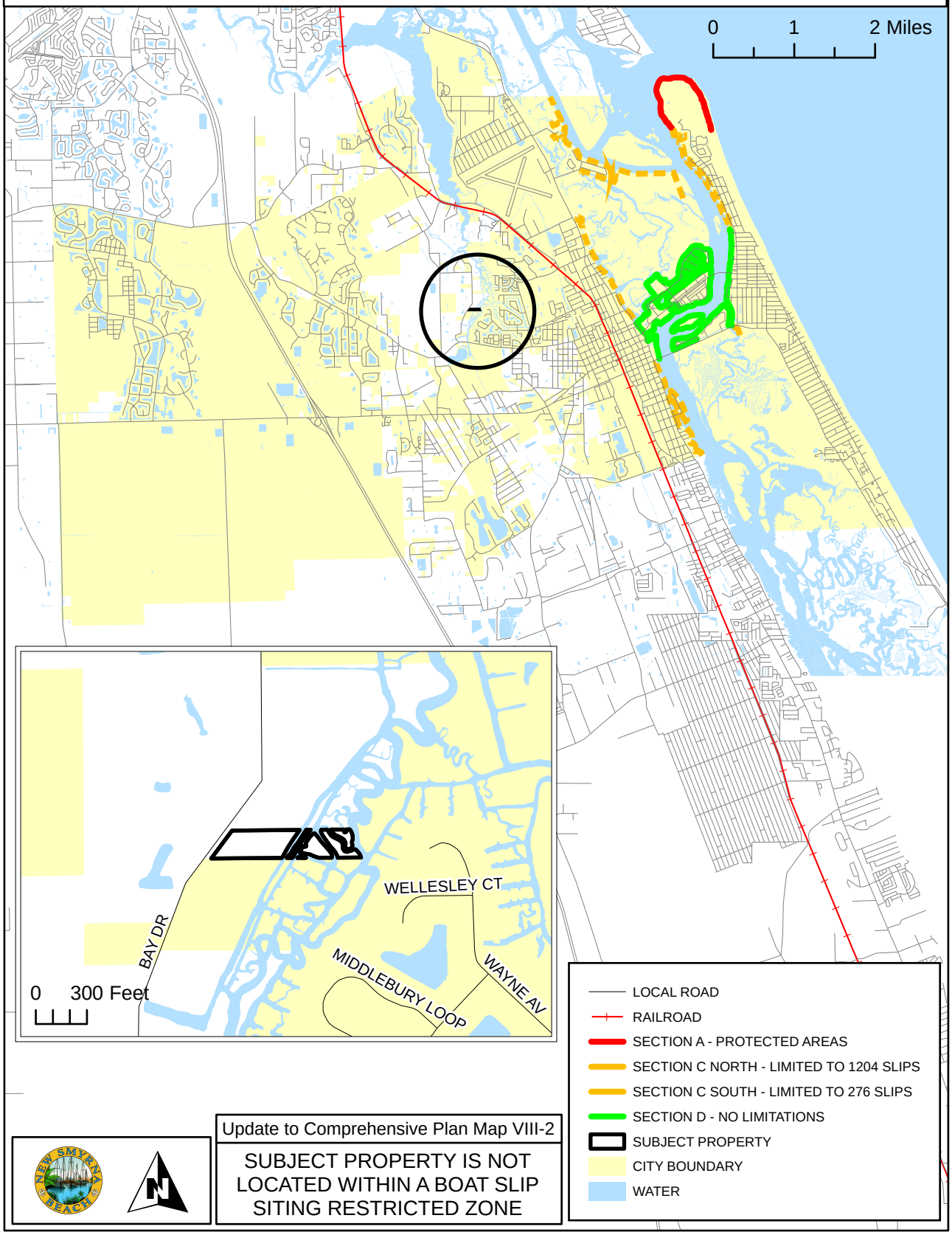


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-10-26

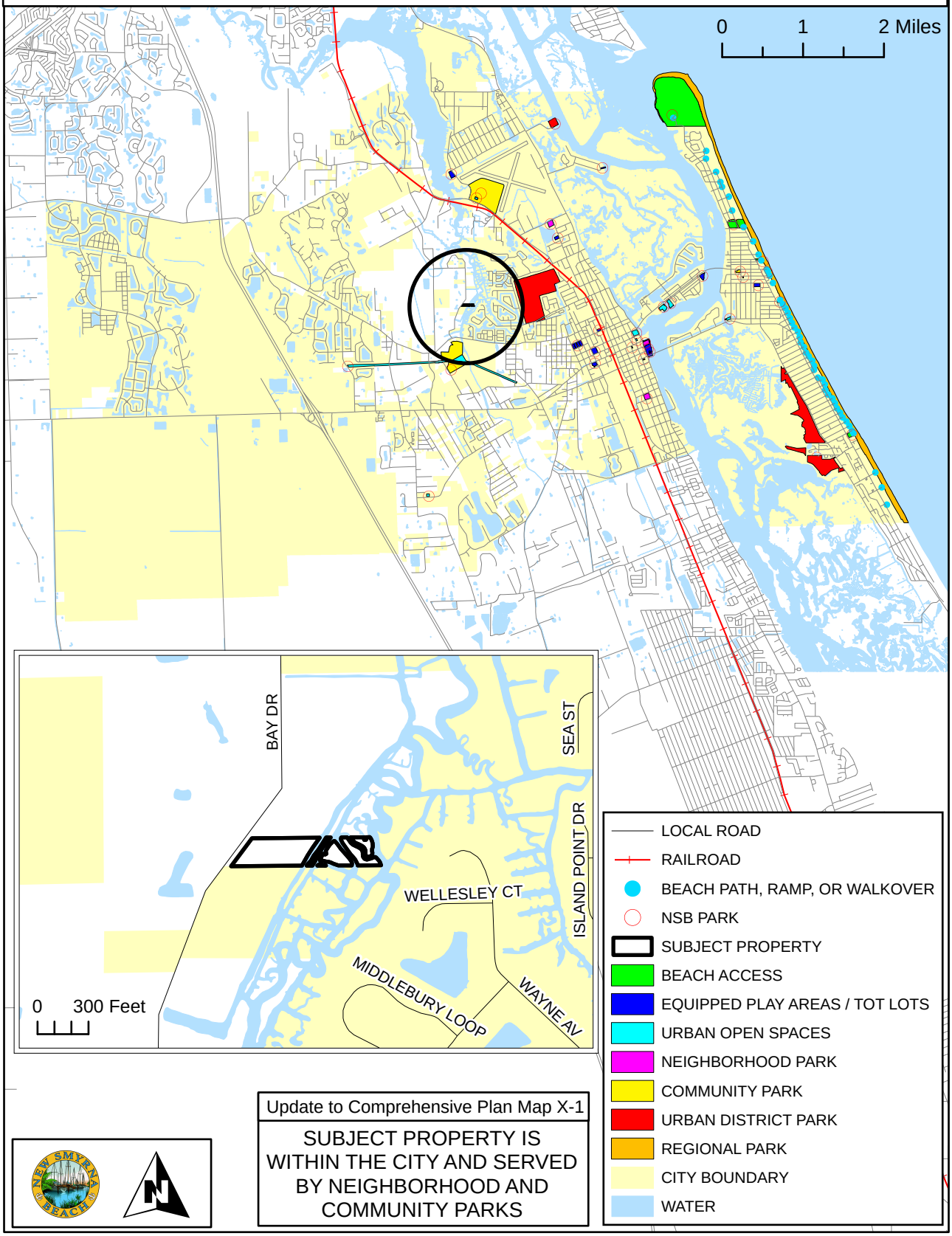


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-10-26

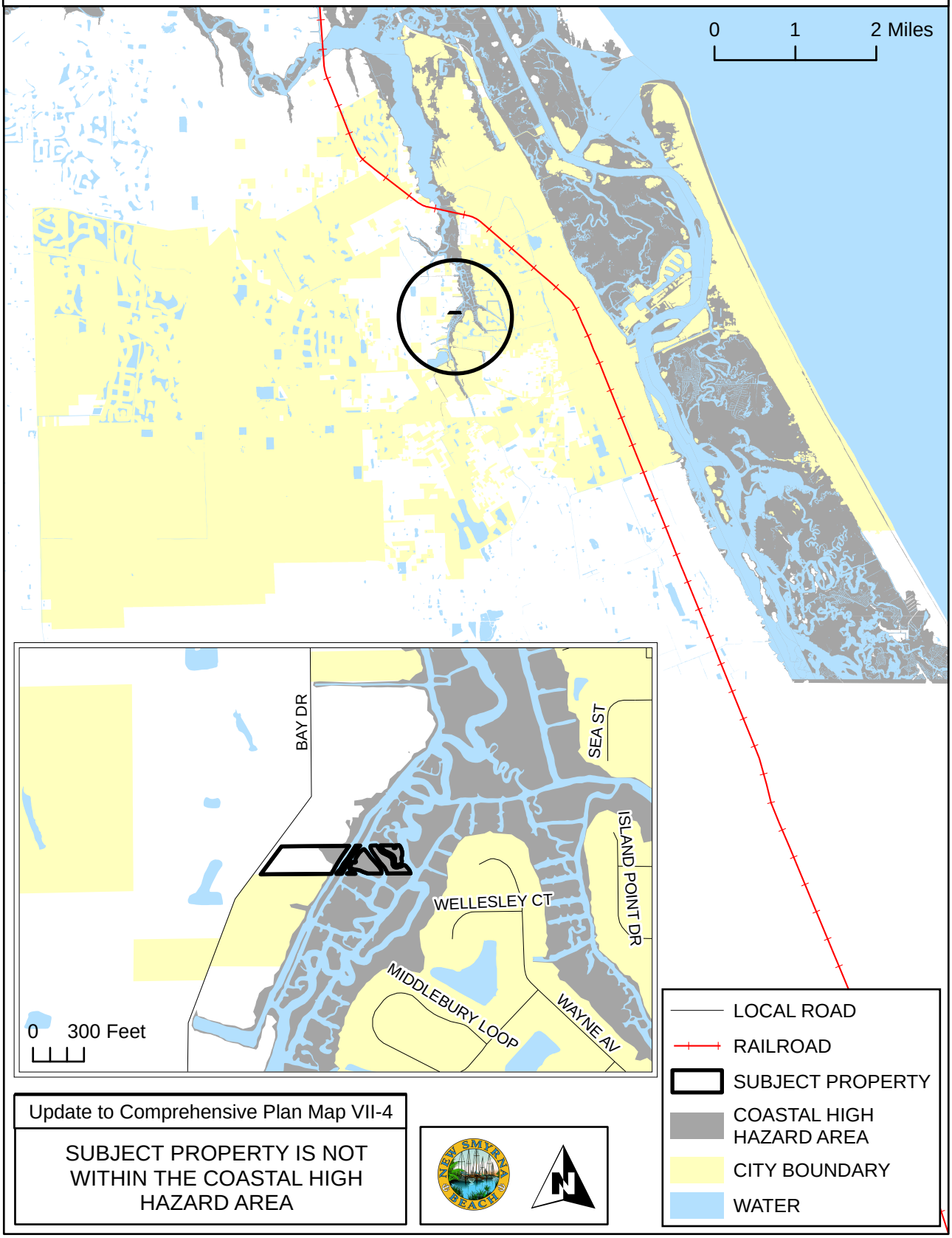


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-10-26

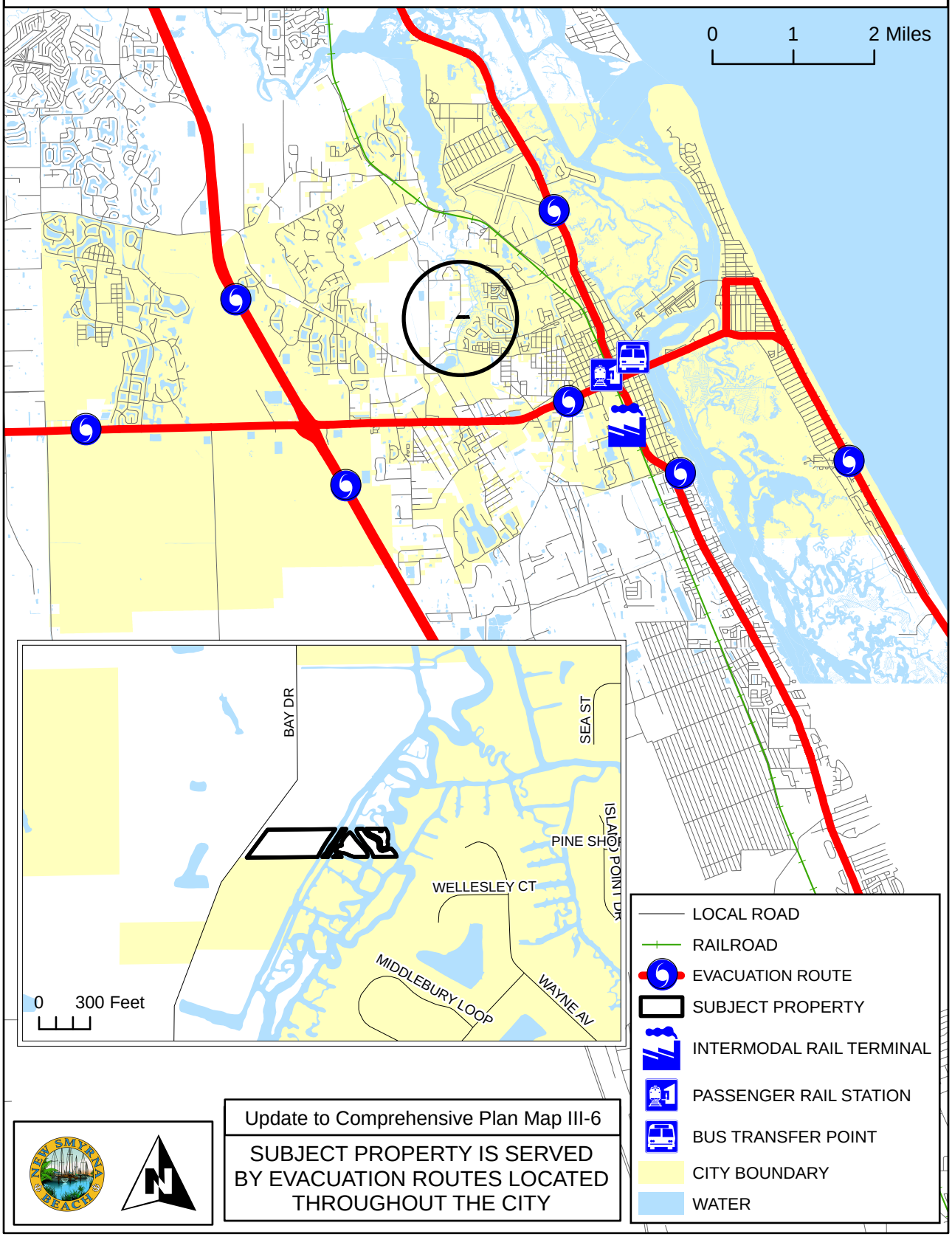


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-10-26

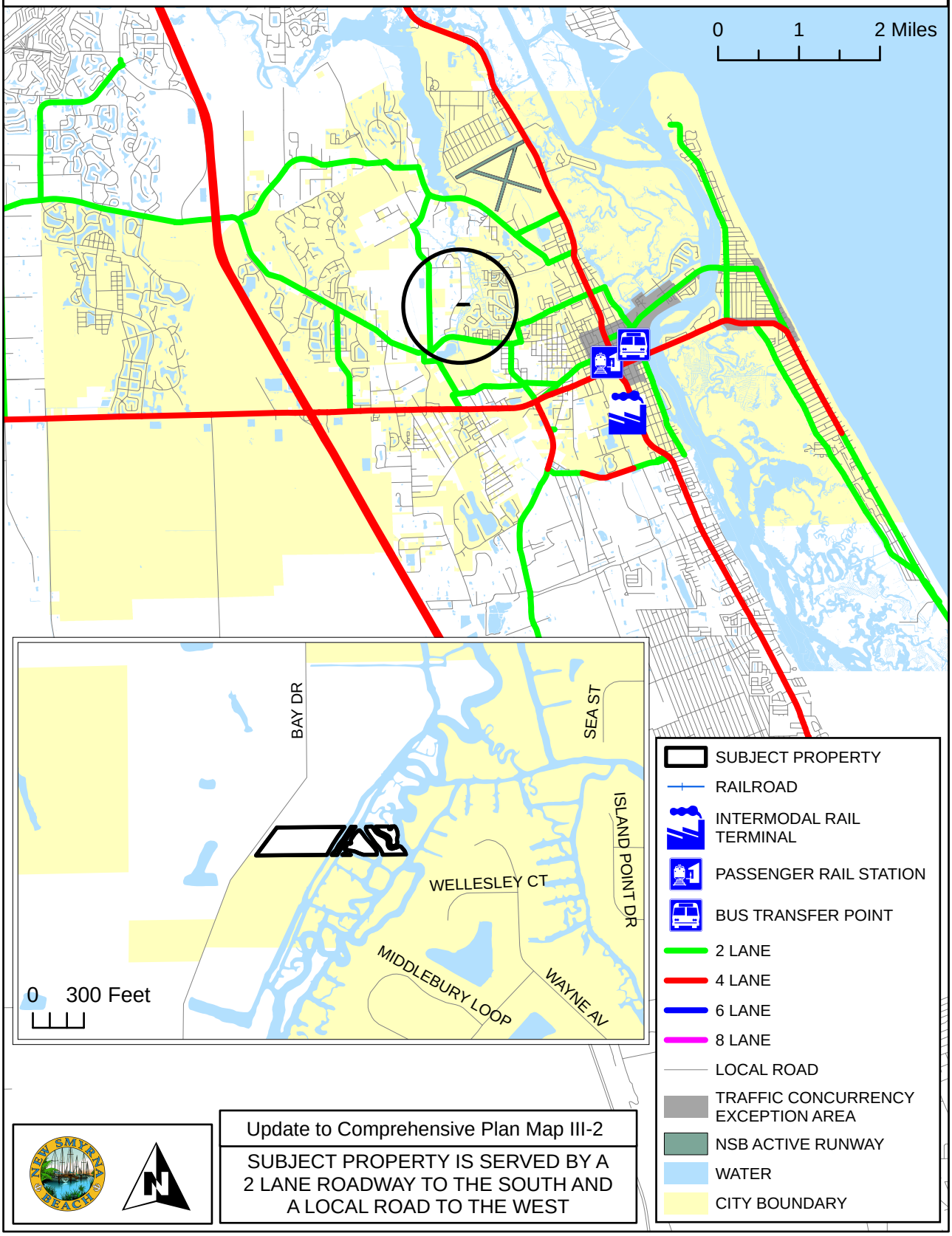


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-10-26

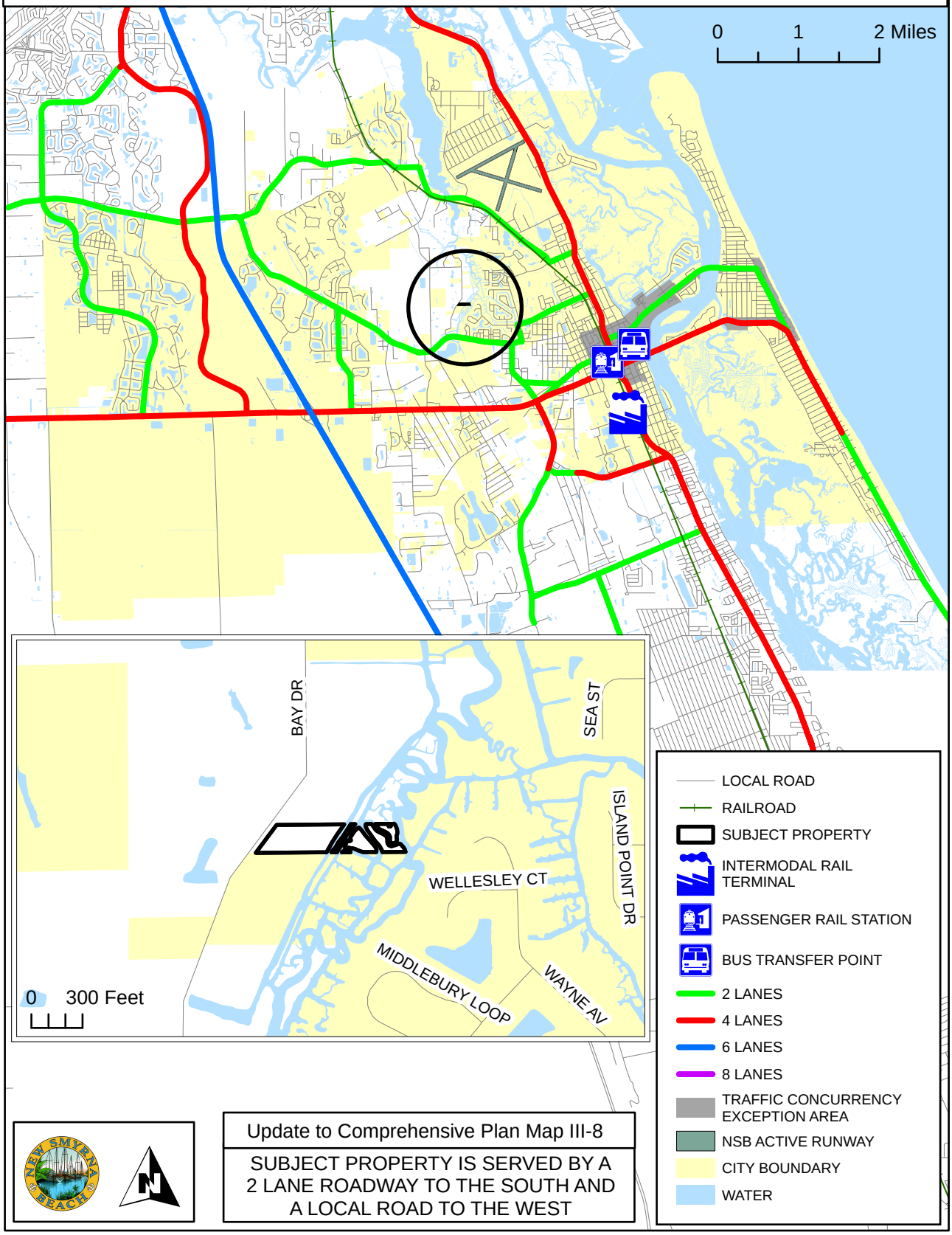


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

NUMBER OF TRAFFIC LANES - 2025

A-10-26

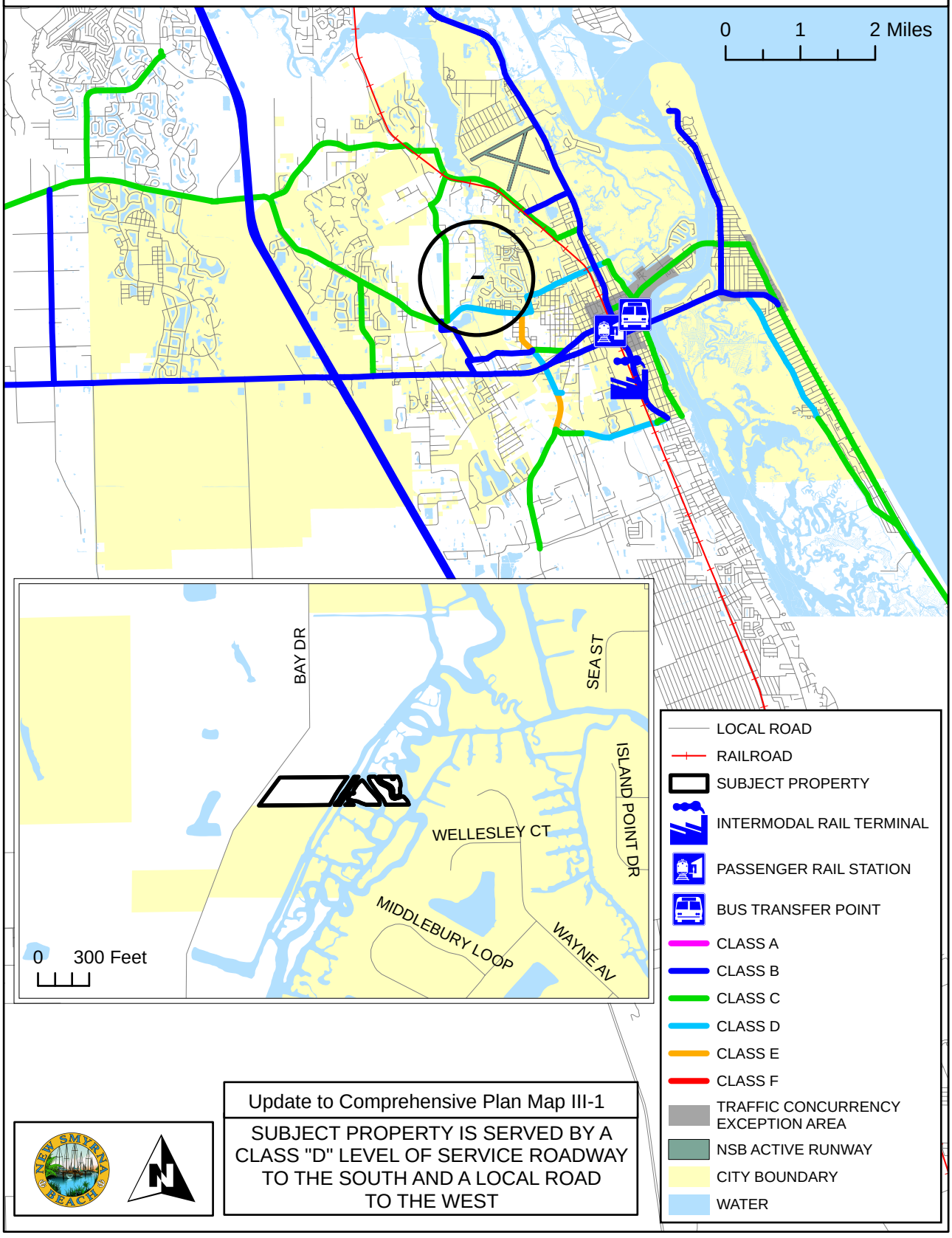


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

EXISTING LEVEL OF SERVICE - 2009

A-10-26

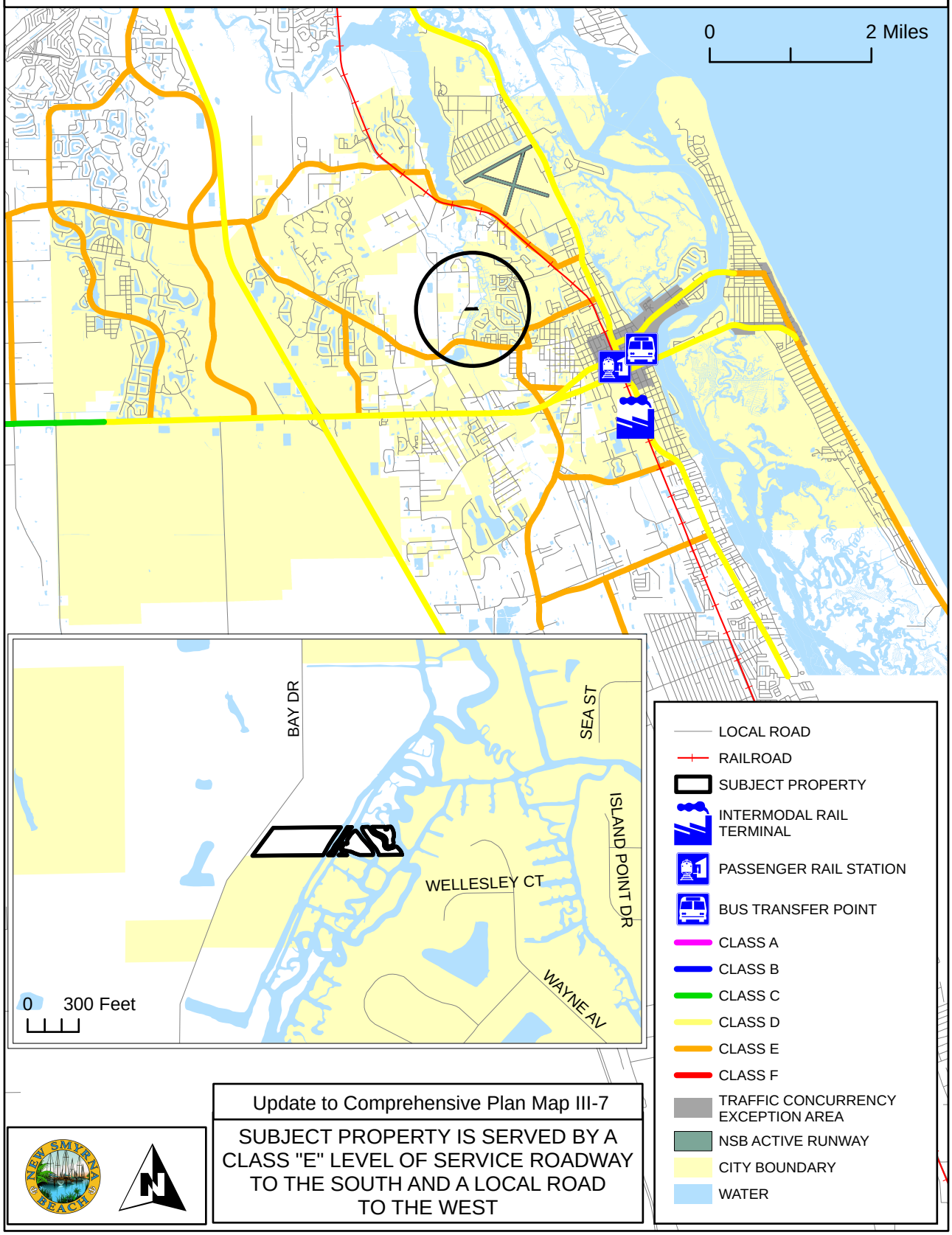


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

LEVEL OF SERVICE - 2025

A-10-26

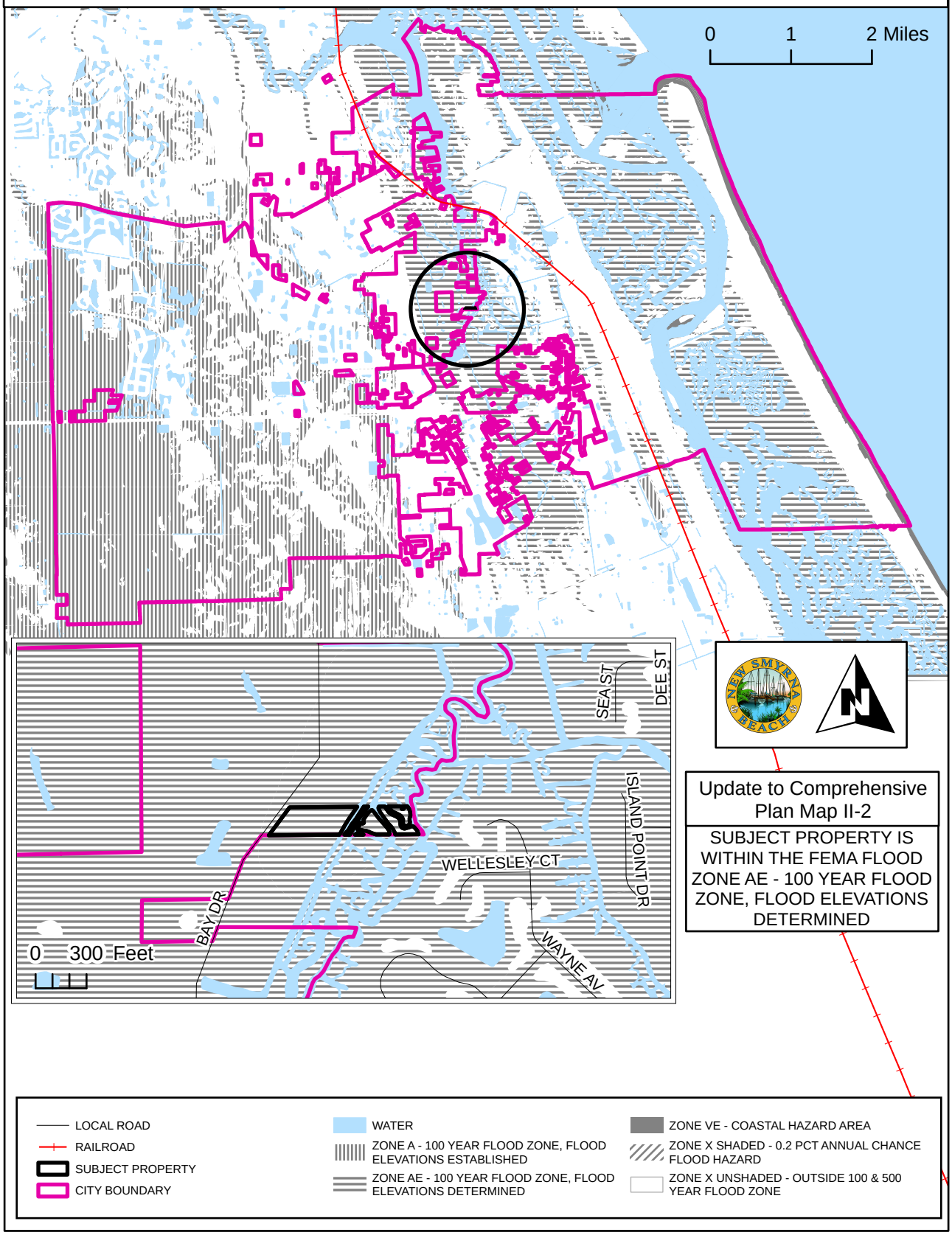


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

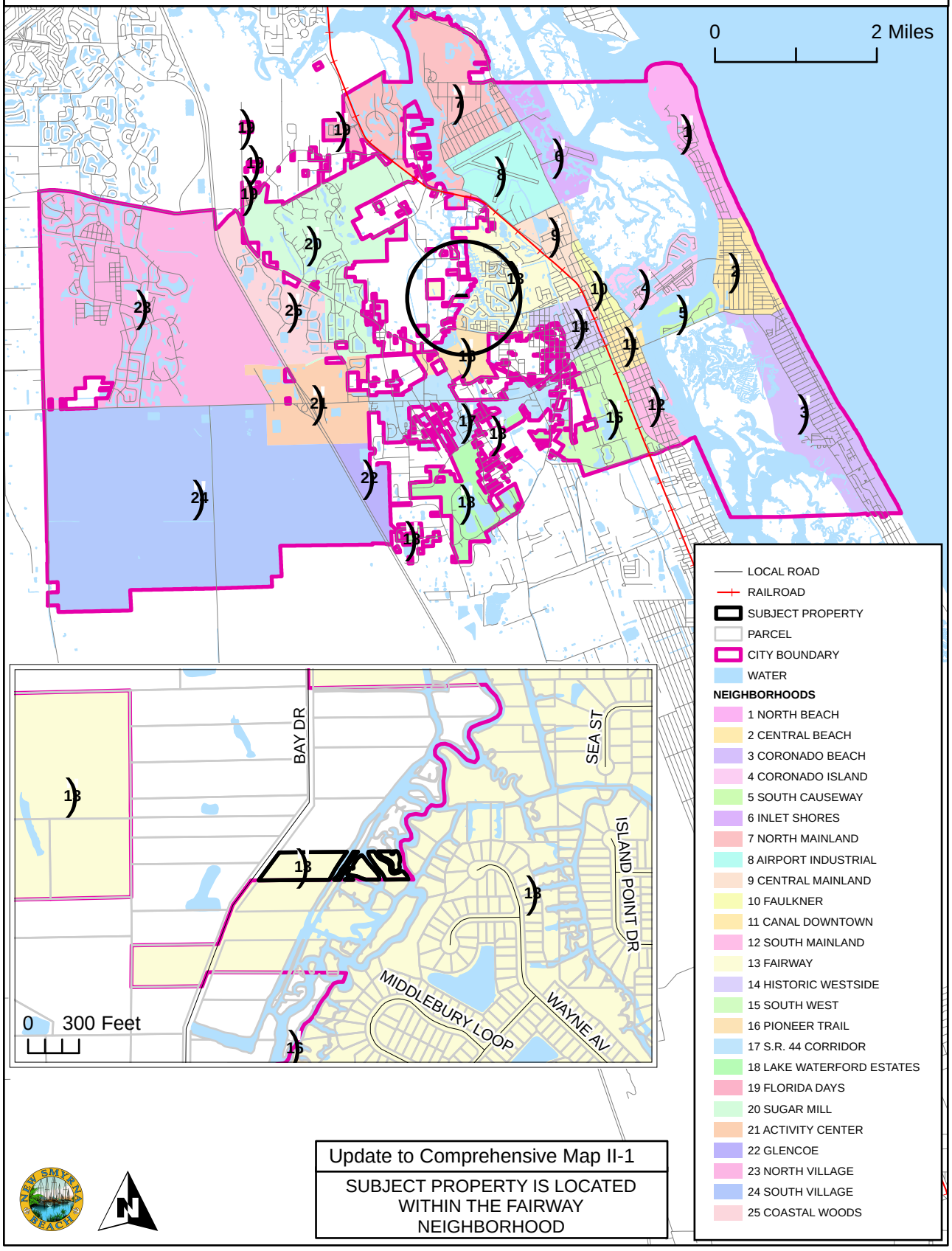
FLOOD PRONE AREAS

A-10-26



NEIGHBORHOODS

A-10-26

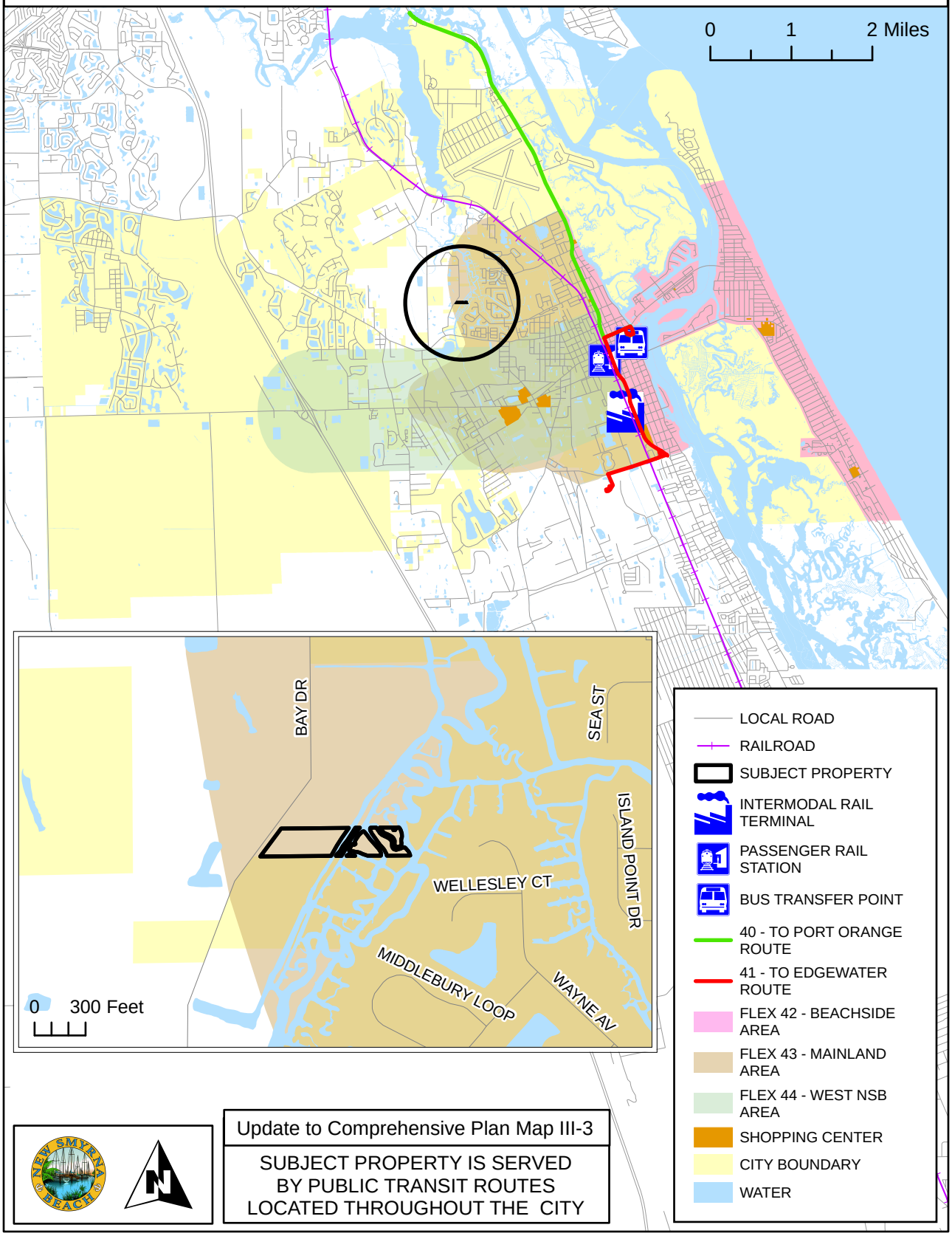


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE FAIRWAY NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-10-26

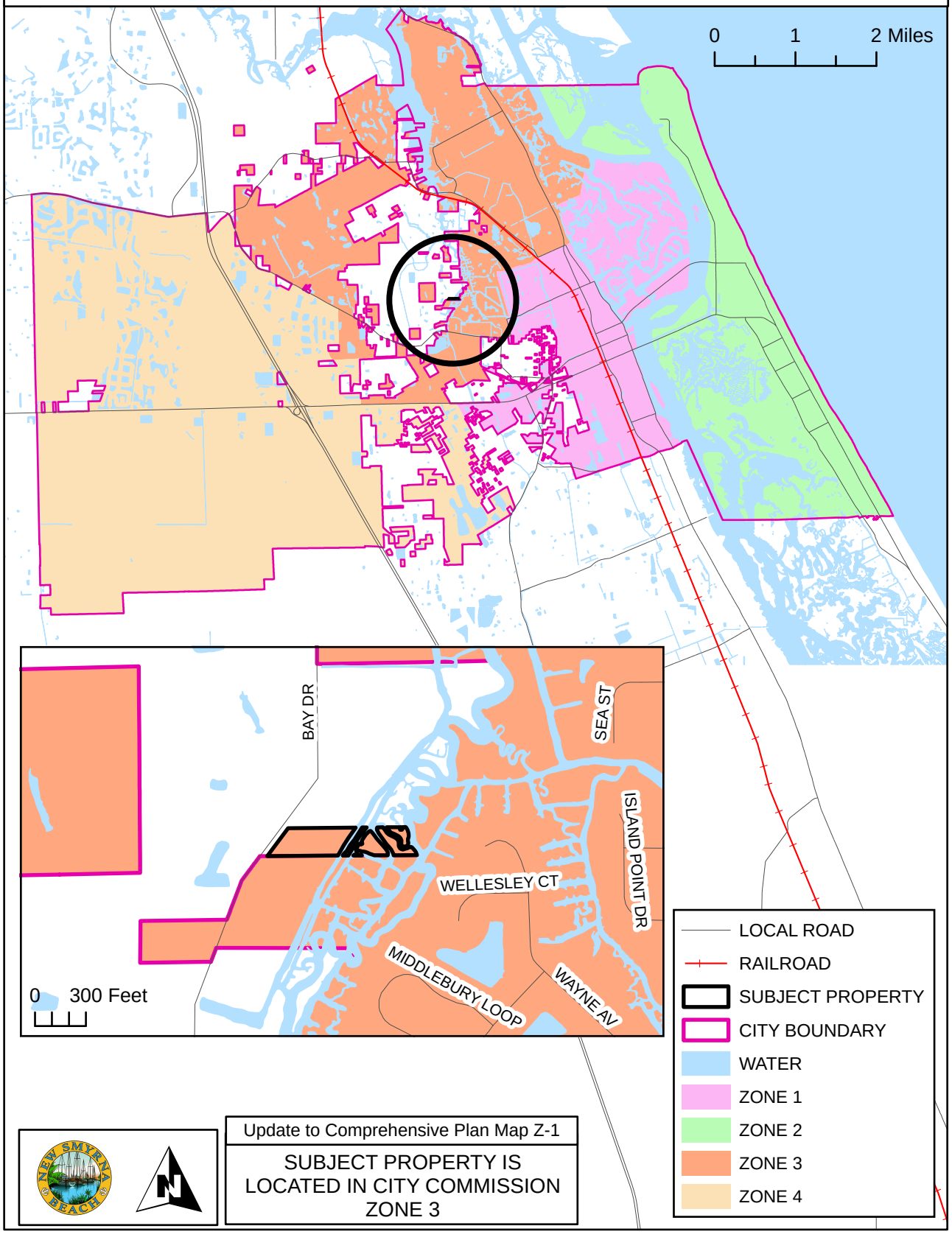


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

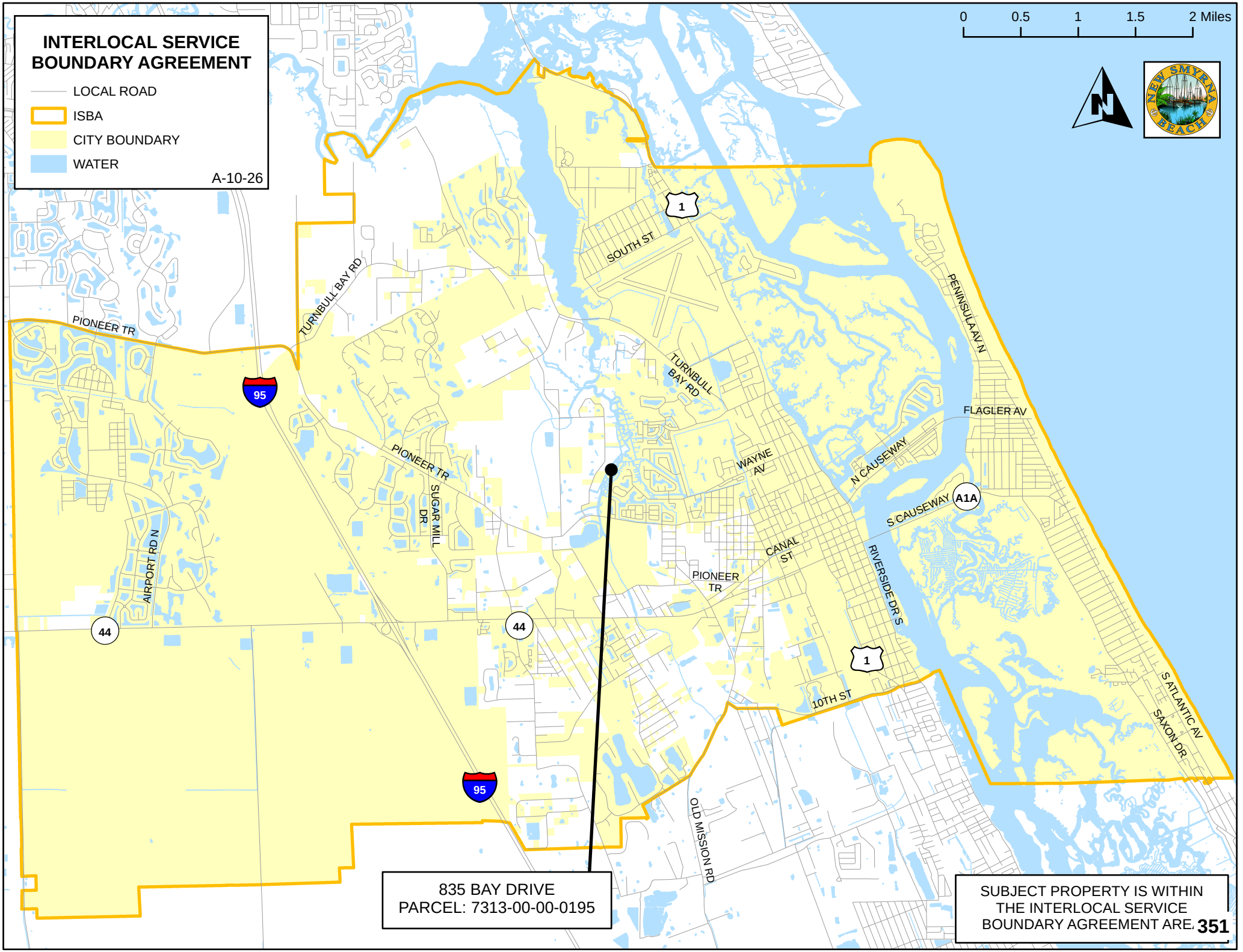
COMMISSION ZONES

A-10-26



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-10-26
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
835 BAY DRIVE
PARCEL: 7313-00-00-0195
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
351

LEGAL DESCRIPTION

Address:
835 Bay Drive, New Smyrna Beach, Florida 32168

Parcel Number
7313-00-00-0195

AltKey Number:
3705386

Metes and Bounds by Michael Lyons Esq. Coronado Law Group, PLLC:

The following described land, situate, lying and being in Volusia County, Florida:

Property in the Northwest one-quarter (1/4) of the Northwest one-quarter (I/4) of Section 13, Township 17 South, Range 33 East, described as follows:

Commence at the Northwest corner of said Northwest one-quarter (1/4) of the Northwest one-quarter (1/4); thence N 89° 50' 00" E, along the North line of said Northwest one-quarter (I/4) of the Northwest one-quarter (I/4), 743.28 feet; thence South and parallel to the West line of Northwest one-half (1/2) of the Northwest one-quarter (1/4), 650 feet; thence S. 36° 01' 30" W, 385 feet for the Point of Beginning; thence S 36° 01' 00" W, 205.6 feet; thence N 89° 50' E, 780 feet to the centerline of Turnbull Creek; thence Northerly along said centerline to a point which is N 89° 50' E, 791.88 feet from the point of beginning; thence S 89° 30' W, 791.88 feet to the point of beginning.

9/1/2026 2:38:08 PM Instrument #2026161303 #1 Book:8900 Page:817
Doc Stamps $3,150.00 Transfer Amt $450,000.00

Prepared by and return to:
Michael Lyons, Esq.
Coronado Law Group, PLLC
221 N. Causeway, Ste. A
New Smyrna Beach, FL 32169
(386) 427-5227
File Number: 2026-2600622

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 25 day of August, 2026 between **Michael Polczynski and Ann Lisk Polczynski a/k/a Antoinette L. Lisk, Husband and Wife, conveying non homestead property** whose post office address is **2609 Clemson Road, Jacksonville, FL 32217**, grantor, and **The City of New Smyrna Beach, a Municipal** whose post office address is **210 Sams Avenue, New Smyrna Beach, FL 32168**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Volusia County**, Florida to-wit:

Legal: The following described land, situate, lying and being in Volusia County, Florida: Property in the Northwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section 13, Township 17 South, Range 33 East, described as follows: Commence at the Northwest corner of said Northwest one-quarter (1/4) of the Northwest one-quarter (1/4); thence N 89° 50' 00" E, along the North line of said Northwest one-quarter (1/4) of the Northwest one-quarter (1/4), 743.28 feet; thence South and parallel to the West line of Northwest one-half (1/2) of the Northwest one-quarter (1/4), 650 feet; thence S. 36° 01' 30" W, 385 feet for the Point of Beginning; thence S 36° 01' 00" W, 205.6 feet; thence N 89° 50' E, 780 feet to the centerline of Turnbull Creek; thence Northerly along said centerline to a point which is N 89° 50' E, 791.88 feet from the point of beginning; thence S 89° 30' W, 791.88 feet to the point of beginning.

Parcel Number: 731300000195

Common Address: 835 Bay Dr., New Smyrna Beach, FL 32168

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2025.

Subject to taxes for 2026 and subsequent years; covenants, conditions, restrictions, easement, reservations, limitations of record if any.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name: LAWRENCE C. VISNER
Mailing Address: ~~221 N. Causeway, Suite A~~ 532 Lafayette ~~New Smyrna Beach, FL 32169~~ Grand Haven, MI 49417

Michael Polczynski

Witness
Printed Name: Suzanne V. Canevello
Mailing Address: ~~221 N. Causeway, Suite A~~ 532 Lafayette ~~New Smyrna Beach, FL 32169~~ Grand Haven, MI 49417

Witness
Printed Name: LAWRENCE C. VISNER
Mailing Address: ~~221 N. Causeway, Suite A~~ 532 Lafayette ~~New Smyrna Beach, FL 32169~~ Grand Haven, MI 49417

Ann Lisk Polczynski AKA Antoinette L. Lisk

Witness
Printed Name: Suzanne V. Canevello
Mailing Address: ~~221 N. Causeway, Suite A~~ 532 Lafayette ~~New Smyrna Beach, FL 32169~~ Grand Haven, MI 49417

State of Michigan
County of Ottawa

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 25th day of August, 2026 by Michael Polczynski and Ann Lisk Polczynski a/k/a Antoinette L. Lisk who [ ] are personally known or [X] have produced drivers' licenses as identification.

[Seal]

Notary Public
Print Name: Suzanne V. Canevello

Suzanne V Canevello
Notary Public State of Michigan
Ottawa County
My Commission Expires 6/8/2031
Acting in the County of Ottawa

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 67-26 Small Scale - 835 Bay Dr.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ordinance 67-26 amends the City Comprehensive Plan to include the property annexed in Ordinance 66-26 and apply conservation land use.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

None.

ORDINANCE NO. 67-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 2.6± ACRES OF PROPERTY LOCATED ON THE EAST SIDE OF BAY DRIVE, NORTH OF PIONEER TRAIL, ADDRESSED AS 835 BAY DRIVE, FROM VOLUSIA COUNTY *RURAL* AND *ENVIRONMENTAL SYSTEMS CORRIDOR* TO CITY *CONSERVATION*; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS TO SHOW THE AREA INCORPORATED INTO THE CITY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 2.6± acres of property located on the east side of Bay Drive, north of Pioneer Trail, addressed as 835 Bay Drive, from Volusia County *Rural* and *Environmental Systems Corridor* to City *Conservation*; to amend City Neighborhood Map II-1 to show the subject property is located within Fairway Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone AE; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Residential Use* to City *Residential Use* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class D level of service roadway to the south and a local road to the west; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 2-lane roadway to the south and a local road to the west; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class E level of service roadway to the south and a local road to the west; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by a 2-lane roadway to the south and a local road to the west; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the soils with severe and slight limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard Area; to

amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a boat slip siting restricted zone; to amend City Parks Map X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 3; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on November 2, 2026, and by a vote of 7-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Rural* and *Environmental Systems Corridor* to City *Conservation* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

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

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

from Volusia County *Rural* and *Environmental Systems Corridor* to City *Conservation.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within the Fairway Neighborhood.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2**, is hereby amended to show the subject property is within FEMA Flood Zone AE.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Residential Use* to City *Residential Use.*

SEE EXHIBIT "D" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class D level of service roadway to the south and a local road to the west.

SEE EXHIBIT "E" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 2-lane roadway to the south and a local road to the west.

SEE EXHIBIT "F" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

SEE EXHIBIT "G" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

SEE EXHIBIT "H" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

SEE EXHIBIT "I" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

SEE EXHIBIT "J" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class E level of service roadway to the south and a local road to the west.

SEE EXHIBIT "K" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by a 2-lane roadway to the south and a local road to the west.

SEE EXHIBIT "L" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

SEE EXHIBIT "M" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with severe and slight limitations.

SEE EXHIBIT "N" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

SEE EXHIBIT "O" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

SEE EXHIBIT "P" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

SEE EXHIBIT "Q" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 3.

SEE EXHIBIT "R" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on December 8, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §§163.3187(2) and 166.041(3)(a), Fla. Stat.

SECTION 20: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 21: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 22: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption,

it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 11/5/2026

EXHIBIT "A"

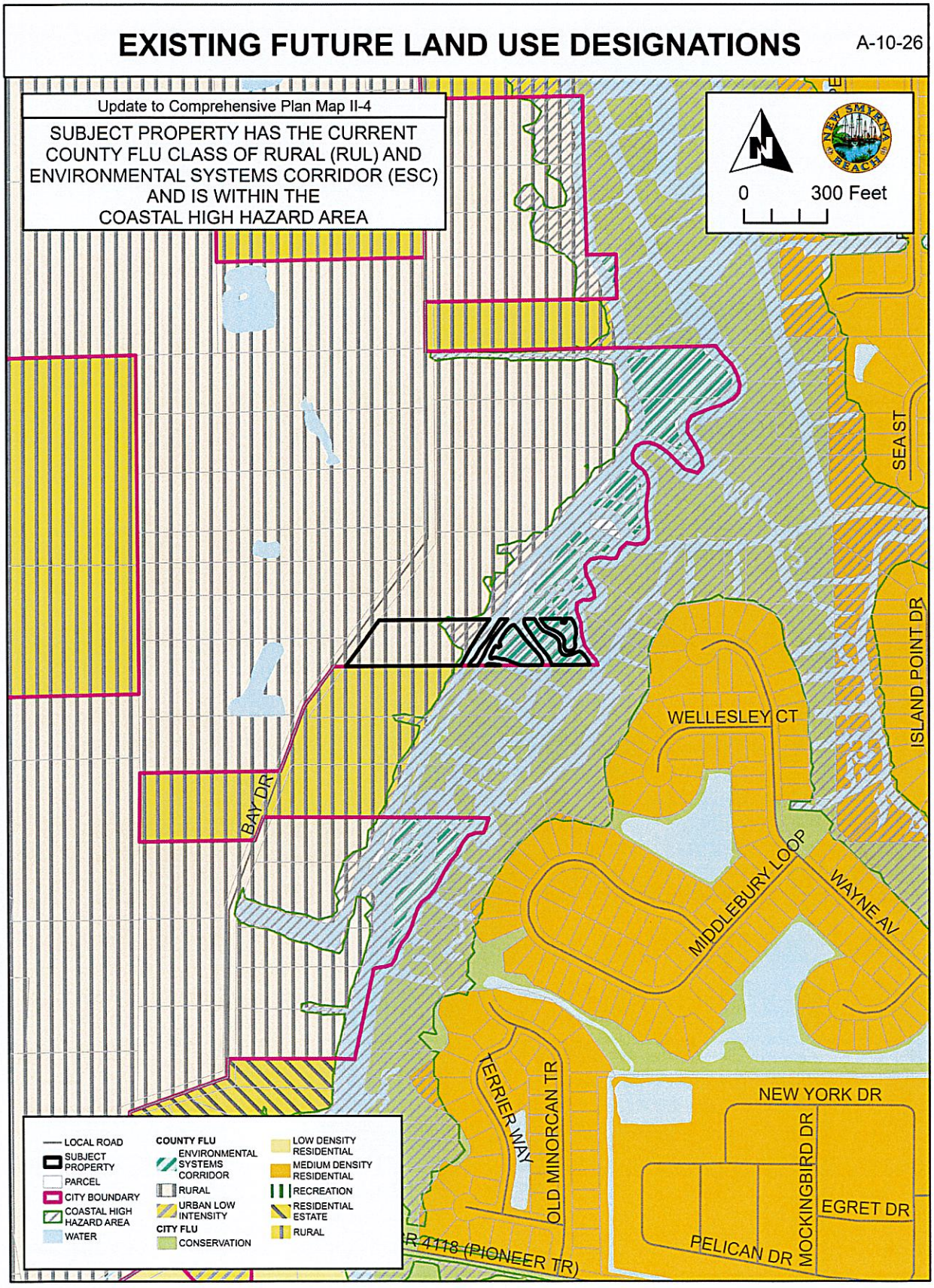

EXISTING FUTURE LAND USE DESIGNATIONS
A-10-26
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY HAS THE CURRENT COUNTY FLU CLASS OF RURAL (RUL) AND ENVIRONMENTAL SYSTEMS CORRIDOR (ESC) AND IS WITHIN THE COASTAL HIGH HAZARD AREA
0
300 Feet
SEA ST
ISLAND POINT DR
WELLESLEY CT
BAY DR
MIDDLEBURY LOOP
WAYNE AV
TERRIER WAY
OLD MINORCAN TR
NEW YORK DR
MOCKINGBIRD DR
EGRET DR
PELICAN DR
R 4118 (PIONEER TR)
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
COASTAL HIGH HAZARD AREA
WATER
COUNTY FLU
ENVIRONMENTAL SYSTEMS CORRIDOR
RURAL
URBAN LOW INTENSITY
CITY FLU
CONSERVATION
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
RECREATION
RESIDENTIAL ESTATE
RURAL

EXHIBIT "A"

PROPOSED FUTURE LAND USE DESIGNATIONS

A-10-26

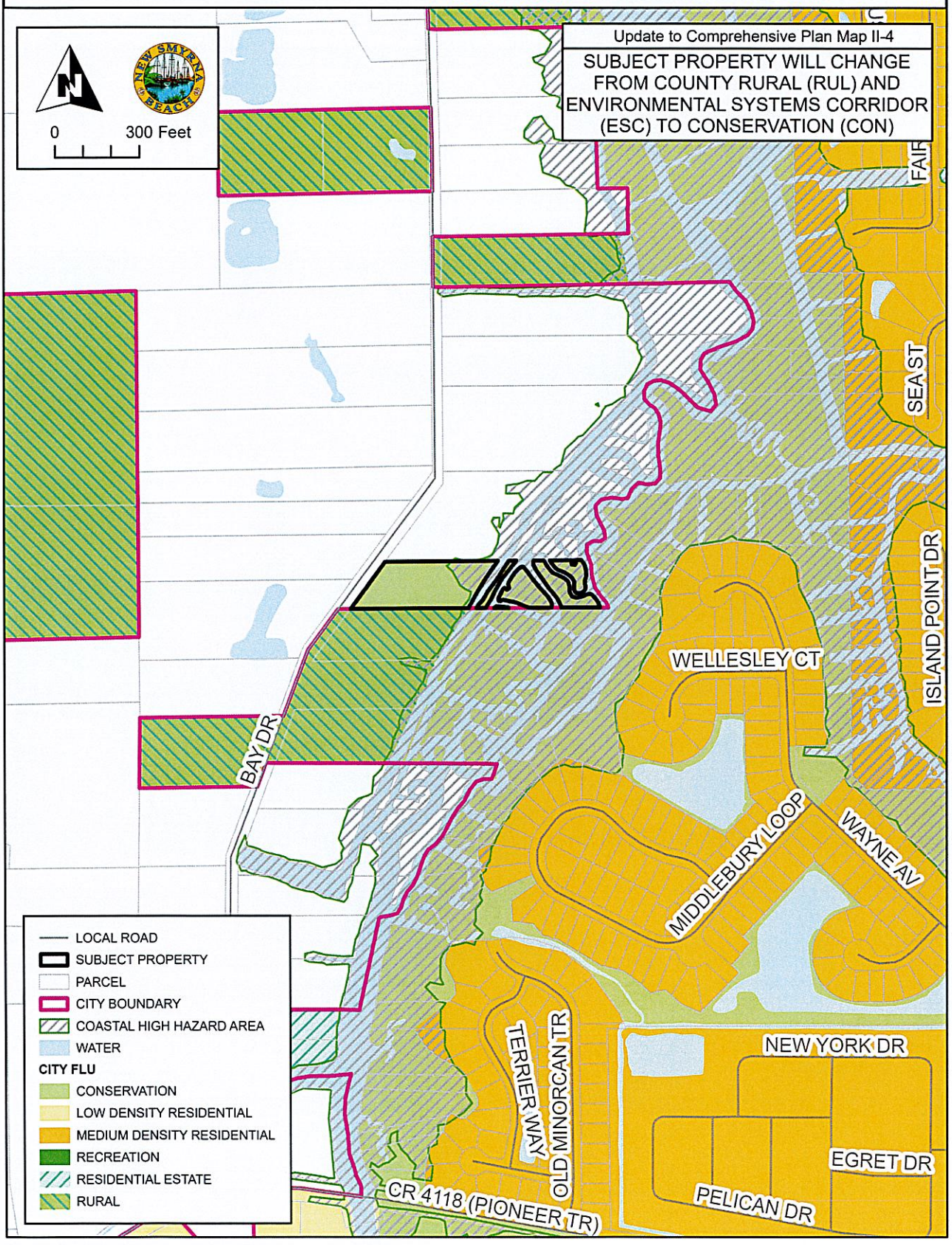
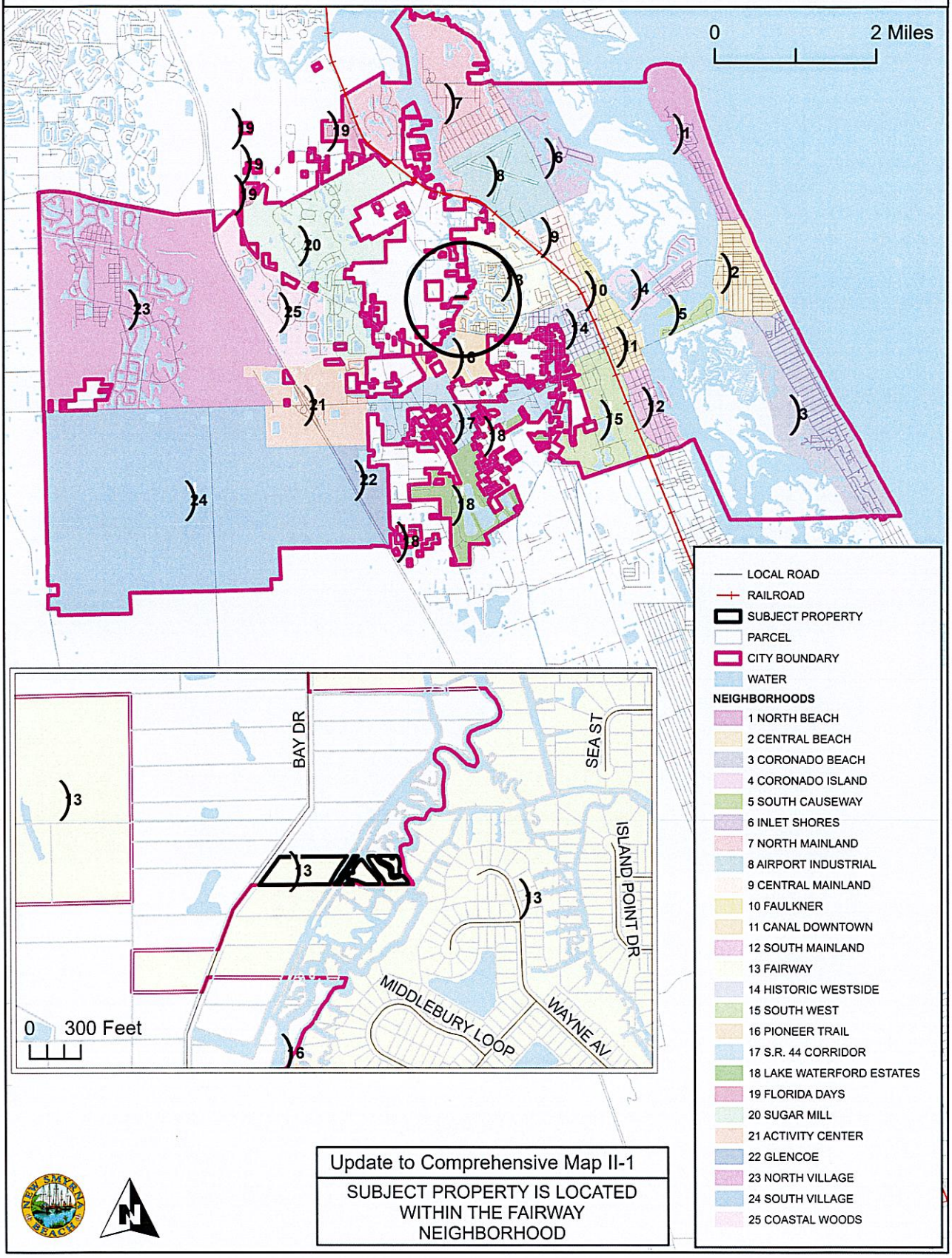


EXHIBIT "B"

NEIGHBORHOODS

A-10-26



Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE FAIRWAY NEIGHBORHOOD

EXHIBIT "C"

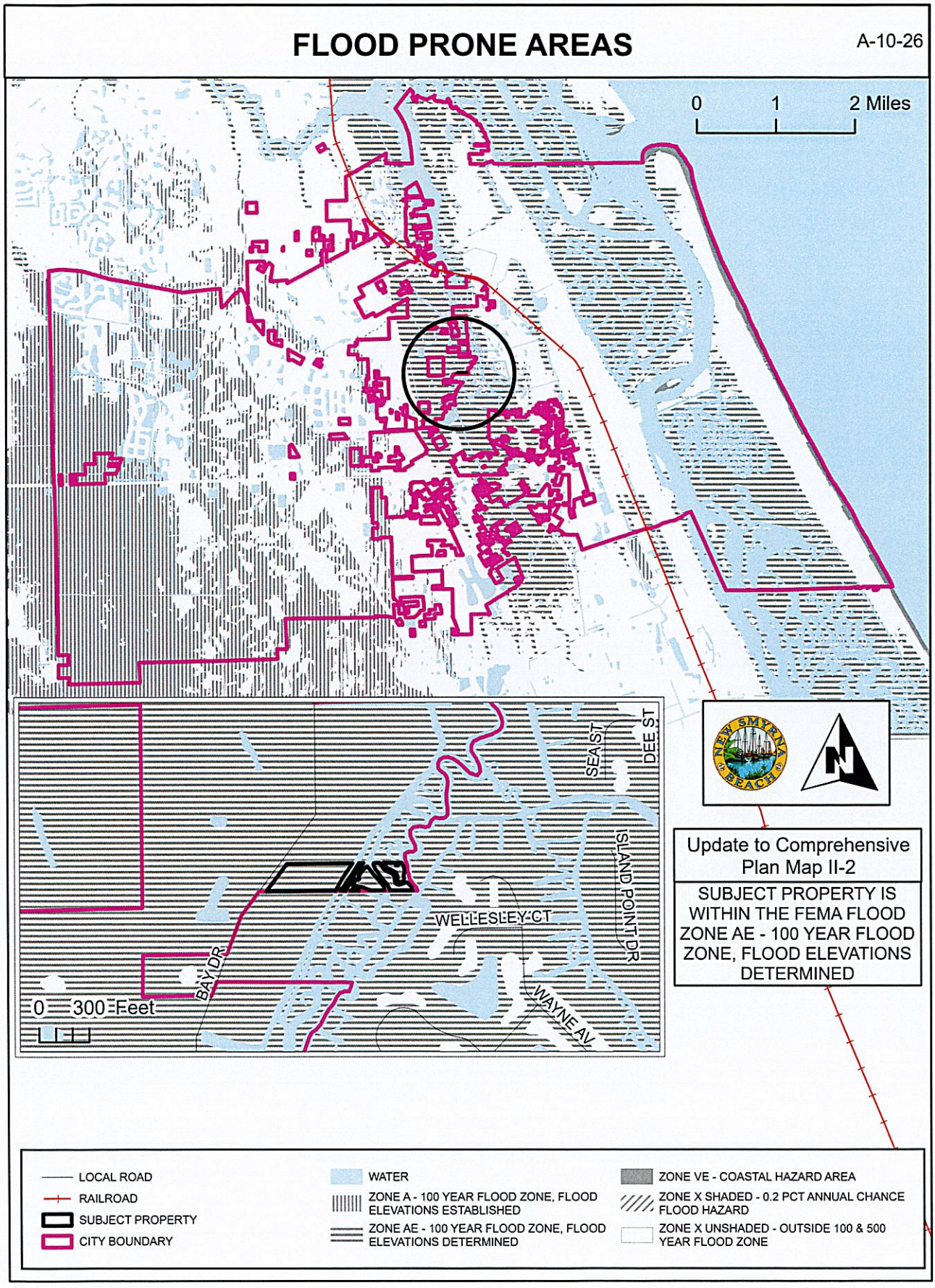

FLOOD PRONE AREAS
A-10-26
0 1 2 Miles
SEA ST
DEE ST
ISLAND POINT DR
WELLESLEY CT
BAY DR
WAYNE AV
0 300 Feet
NEW SMYRNA BEACH
Update to Comprehensive Plan Map II-2
SUBJECT PROPERTY IS WITHIN THE FEMA FLOOD ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED
ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
ZONE VE - COASTAL HAZARD AREA
ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

EXHIBIT "D"

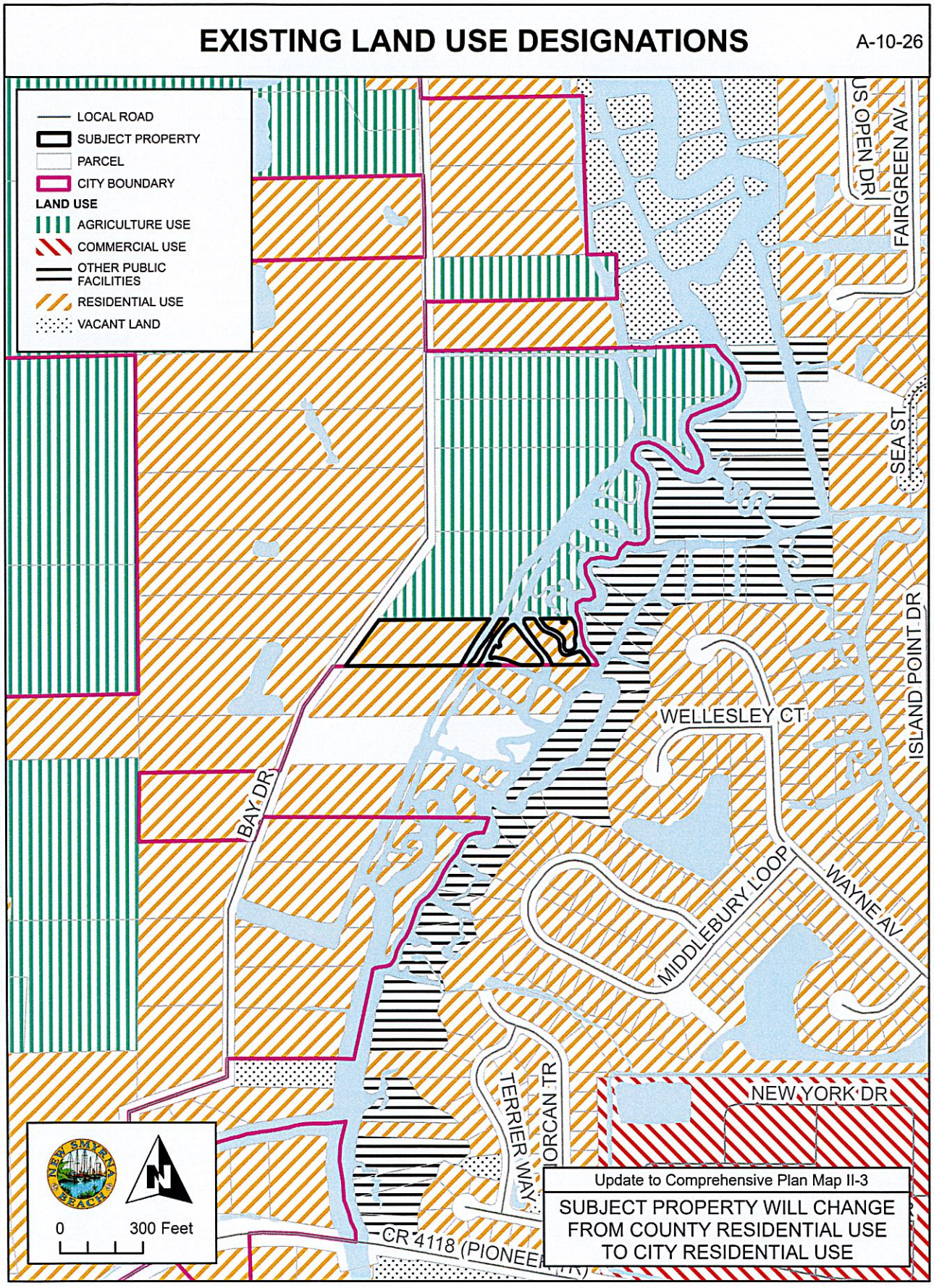

EXISTING LAND USE DESIGNATIONS
A-10-26
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
LAND USE
AGRICULTURE USE
COMMERCIAL USE
OTHER PUBLIC FACILITIES
RESIDENTIAL USE
VACANT LAND
US OPEN DR
FAIRGREEN AV
SEA ST
ISLAND POINT DR
WELLESLEY CT
BAY DR
MIDDLEBURY LOOP
WAYNE AV
TERRIER WAY
NEW YORK DR
CR 4118 (PIONEER TR)
0
300 Feet
Update to Comprehensive Plan Map II-3
SUBJECT PROPERTY WILL CHANGE FROM COUNTY RESIDENTIAL USE TO CITY RESIDENTIAL USE

EXHIBIT "E"

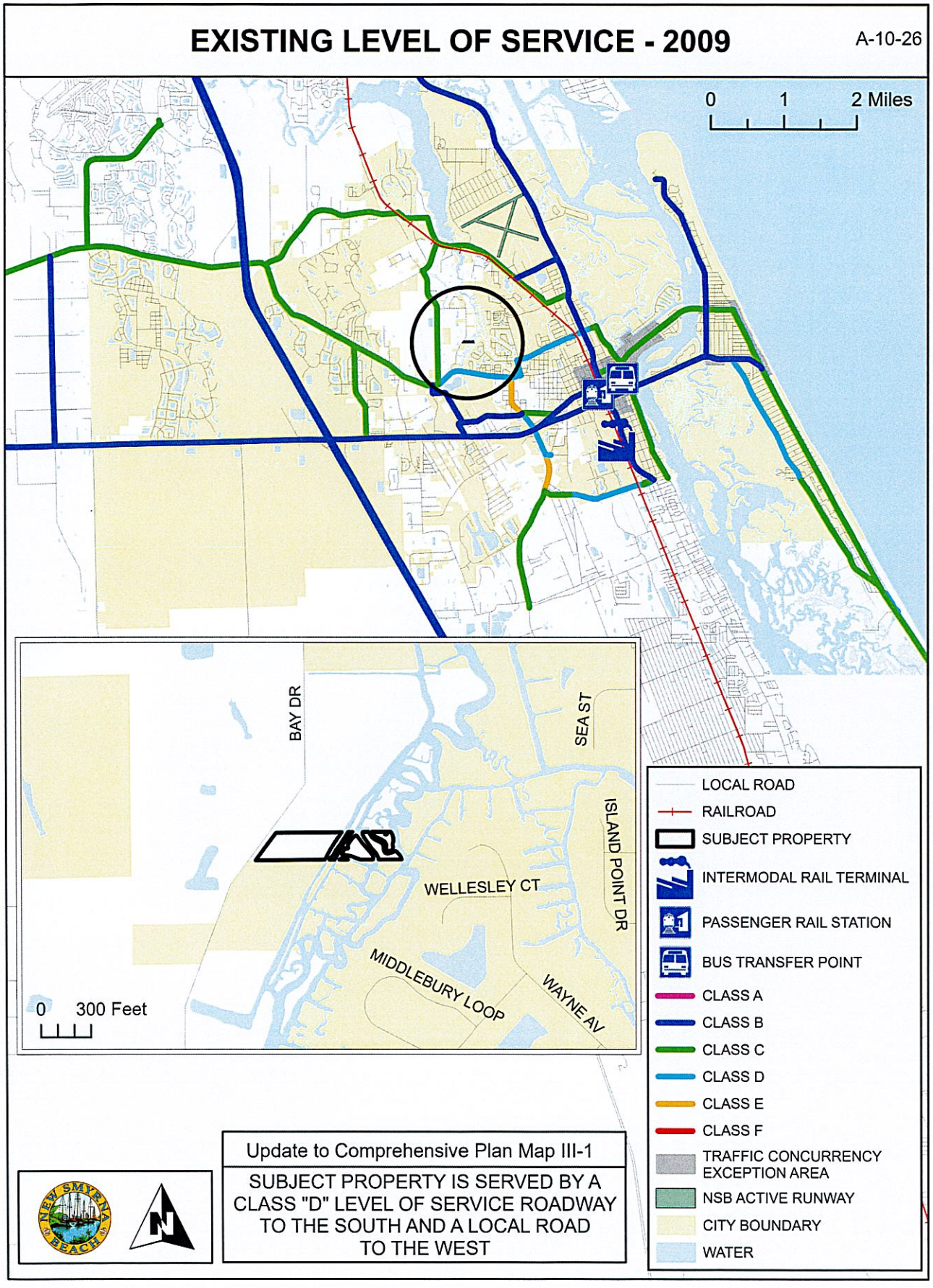

EXISTING LEVEL OF SERVICE - 2009
A-10-26
0 1 2 Miles
BAY DR
SEA ST
ISLAND POINT DR
WELLESLEY CT
MIDDLEBURY LOOP
WAYNE AV
0 300 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-1
SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

EXHIBIT "F"

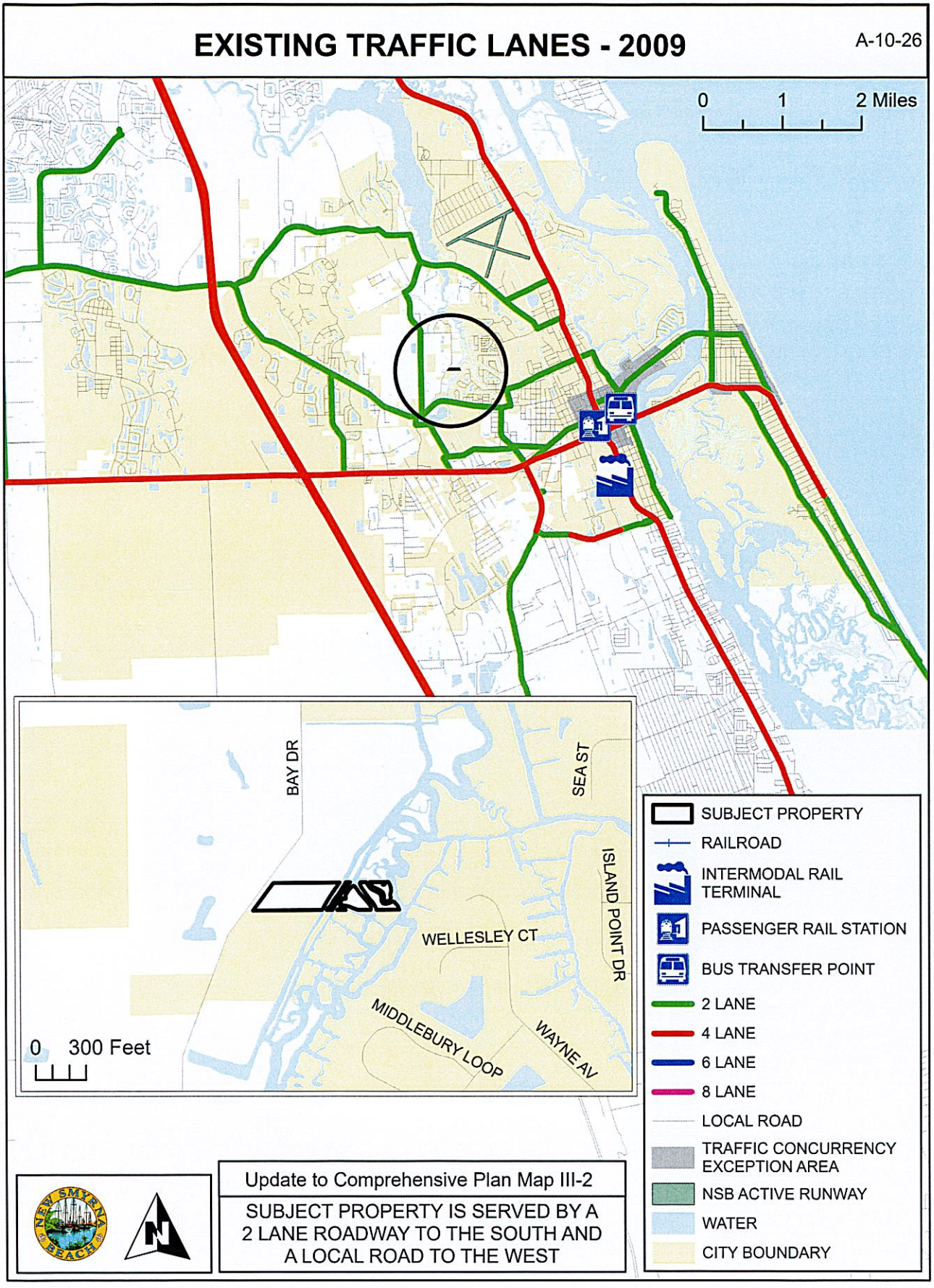

EXISTING TRAFFIC LANES - 2009
A-10-26
0 1 2 Miles
BAY DR
SEA ST
ISLAND POINT DR
WELLESLEY CT
MIDDLEBURY LOOP
WAYNE AV
0 300 Feet
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

EXHIBIT "G"

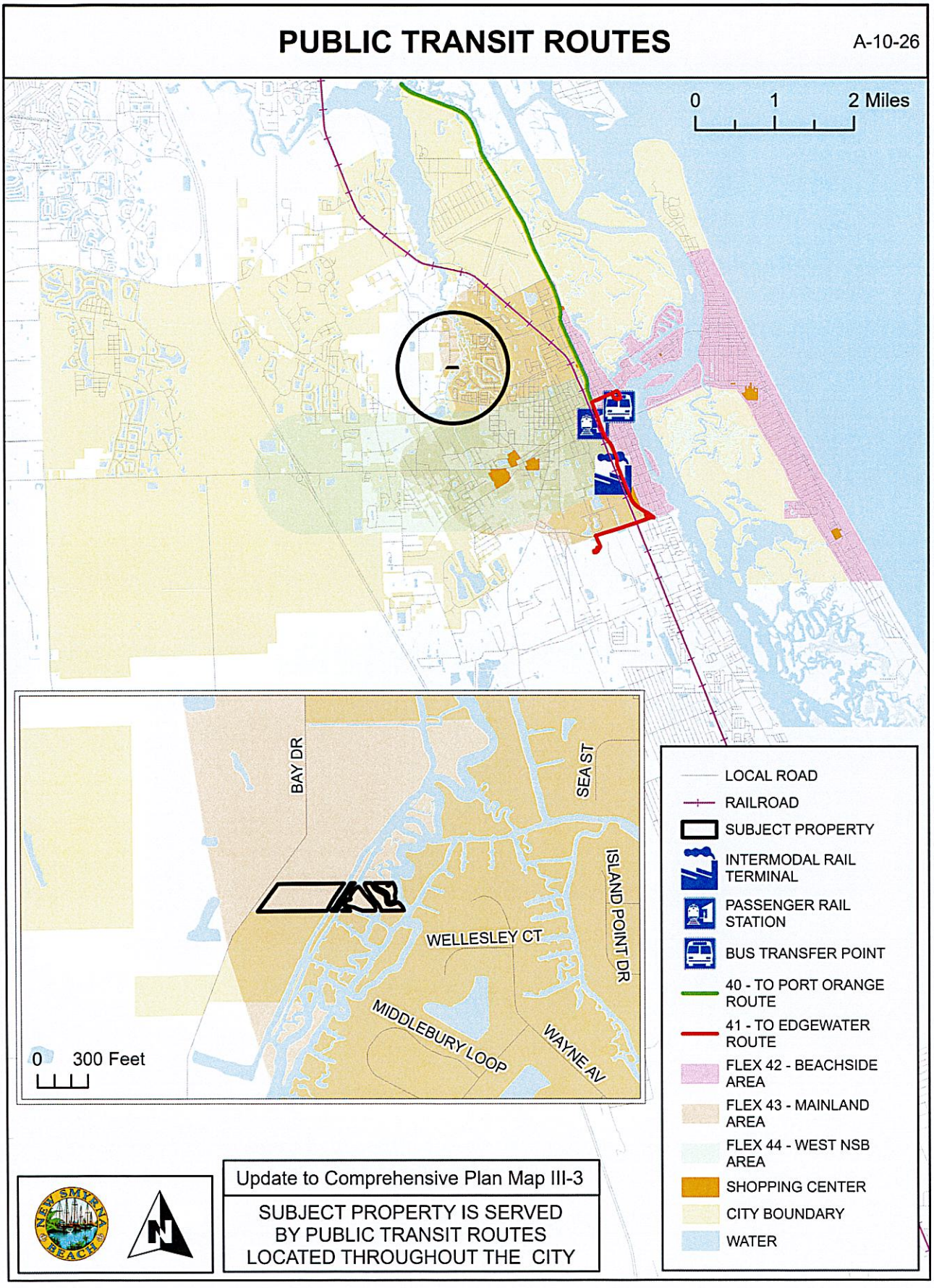
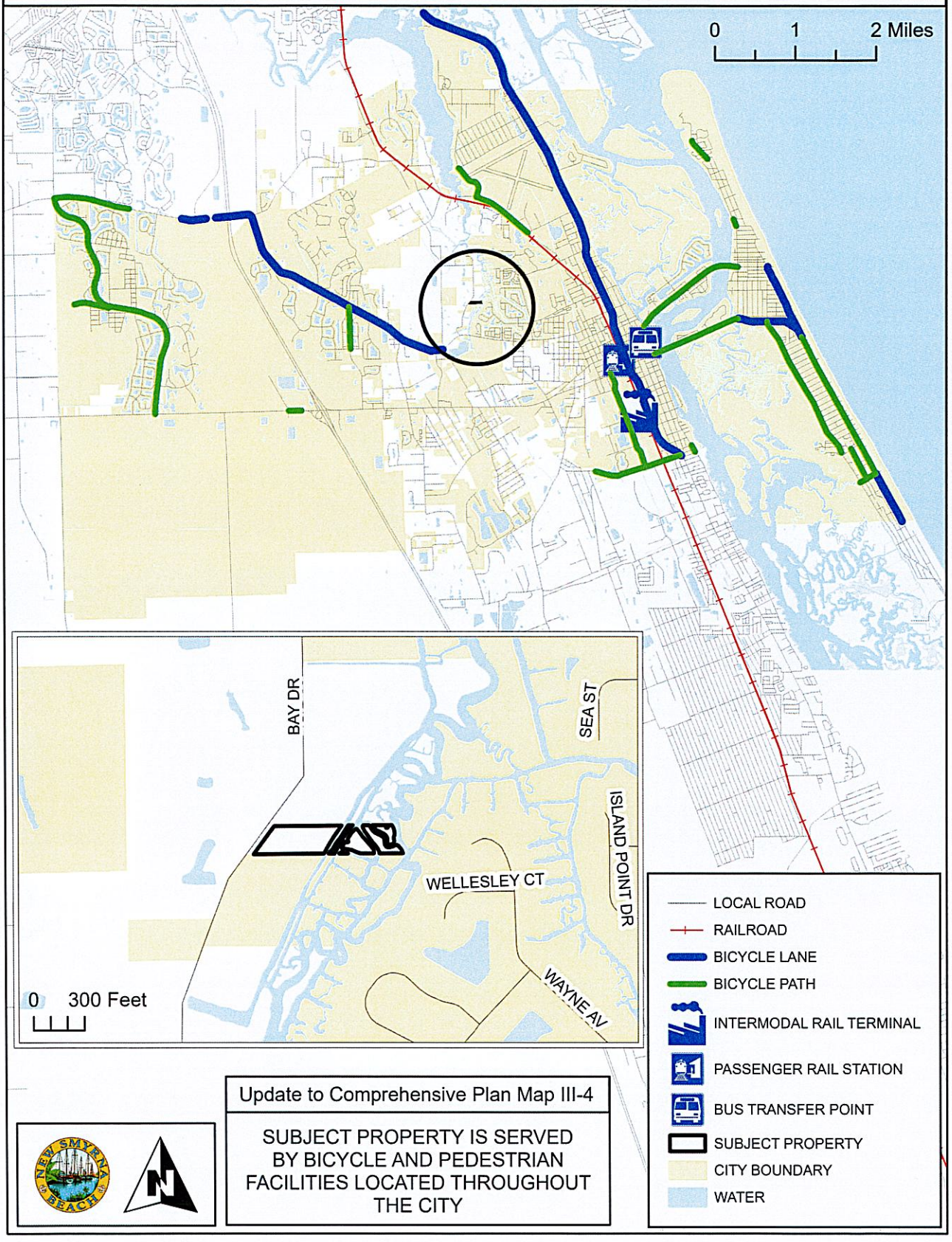

PUBLIC TRANSIT ROUTES
A-10-26
0 1 2 Miles
BAY DR
SEA ST
ISLAND POINT DR
WELLESLEY CT
MIDDLEBURY LOOP
WAYNE AV
0 300 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
40 - TO PORT ORANGE ROUTE
41 - TO EDGEWATER ROUTE
FLEX 42 - BEACHSIDE AREA
FLEX 43 - MAINLAND AREA
FLEX 44 - WEST NSB AREA
SHOPPING CENTER
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-3
SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "H"

BICYCLE AND PEDESTRIAN FACILITIES

A-10-26



Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

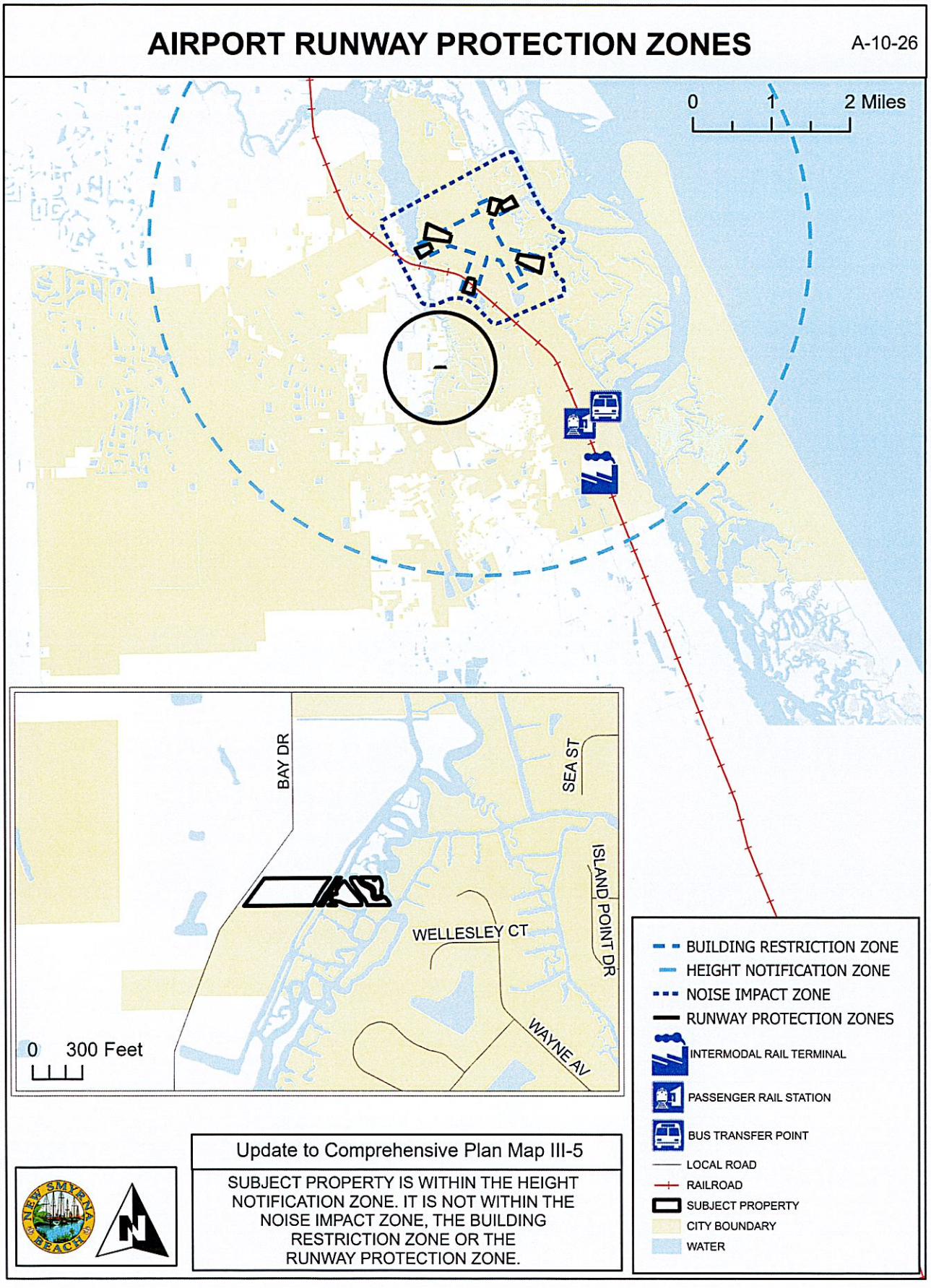

AIRPORT RUNWAY PROTECTION ZONES
A-10-26
0 1 2 Miles
BAY DR
SEA ST
ISLAND POINT DR
WELLESLEY CT
WAYNE AV
0 300 Feet
BUILDING RESTRICTION ZONE
HEIGHT NOTIFICATION ZONE
NOISE IMPACT ZONE
RUNWAY PROTECTION ZONES
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-5
SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

EXHIBIT "J"

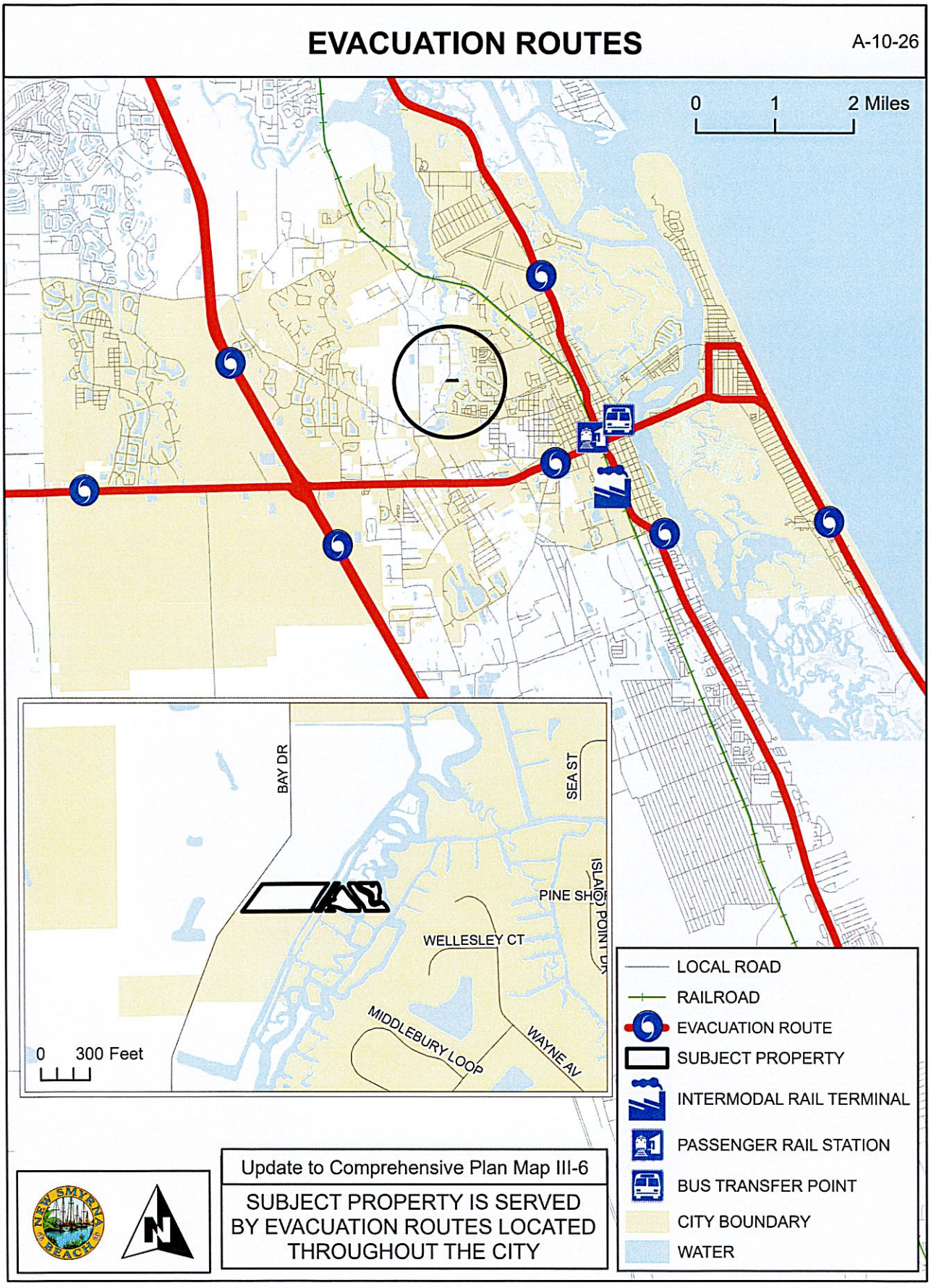

EVACUATION ROUTES
A-10-26
0 1 2 Miles
BAY DR
SEA ST
ISLAND POINT DR
PINE SHORE
WELLESLEY CT
MIDDLEBURY LOOP
WAYNE AV
0 300 Feet
LOCAL ROAD
RAILROAD
EVACUATION ROUTE
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-6
SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

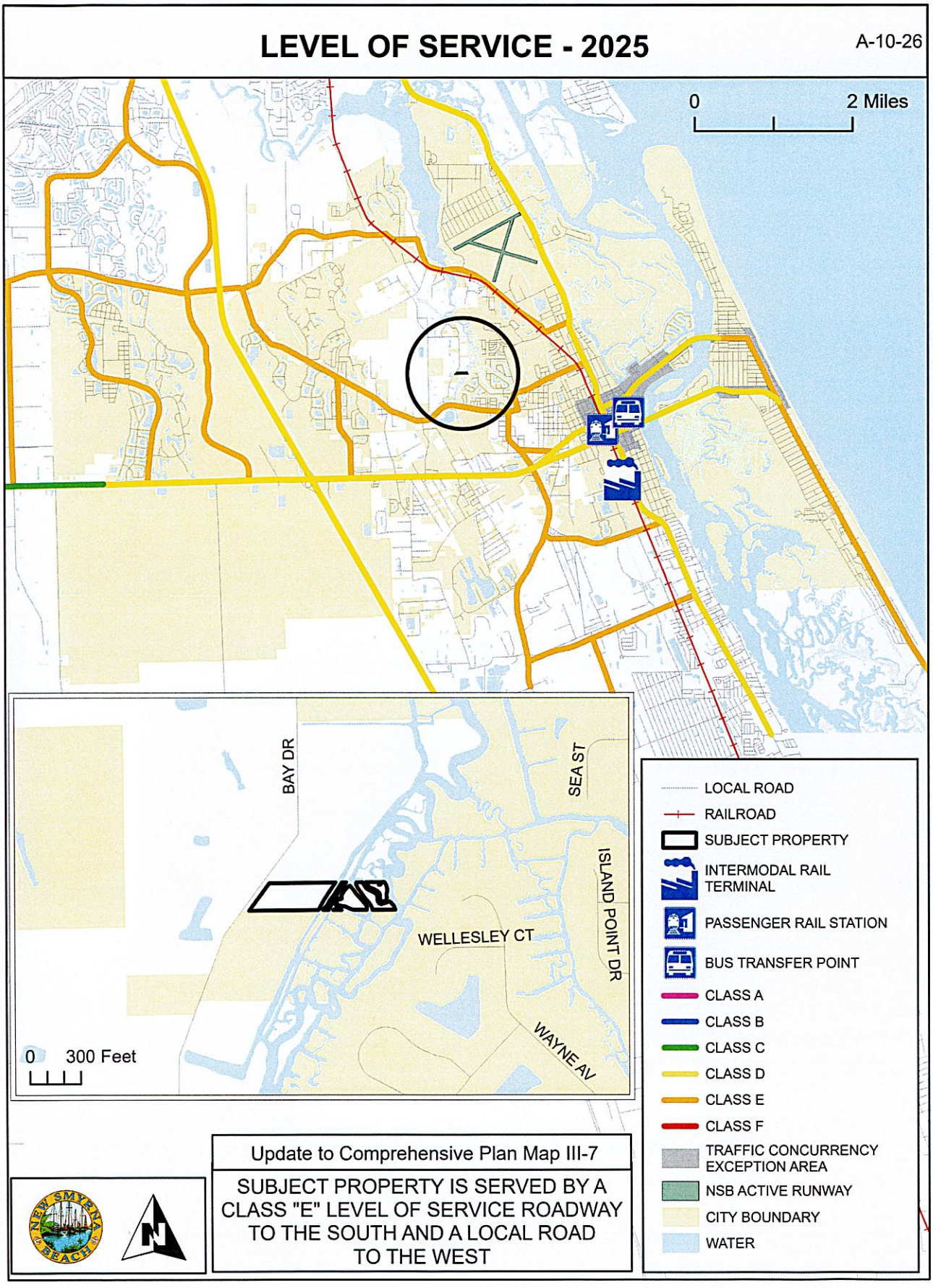

LEVEL OF SERVICE - 2025
A-10-26
0
2 Miles
A
BAY DR
SEA ST
ISLAND POINT DR
WELLESLEY CT
WAYNE AV
0
300 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-7
SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

EXHIBIT "L"

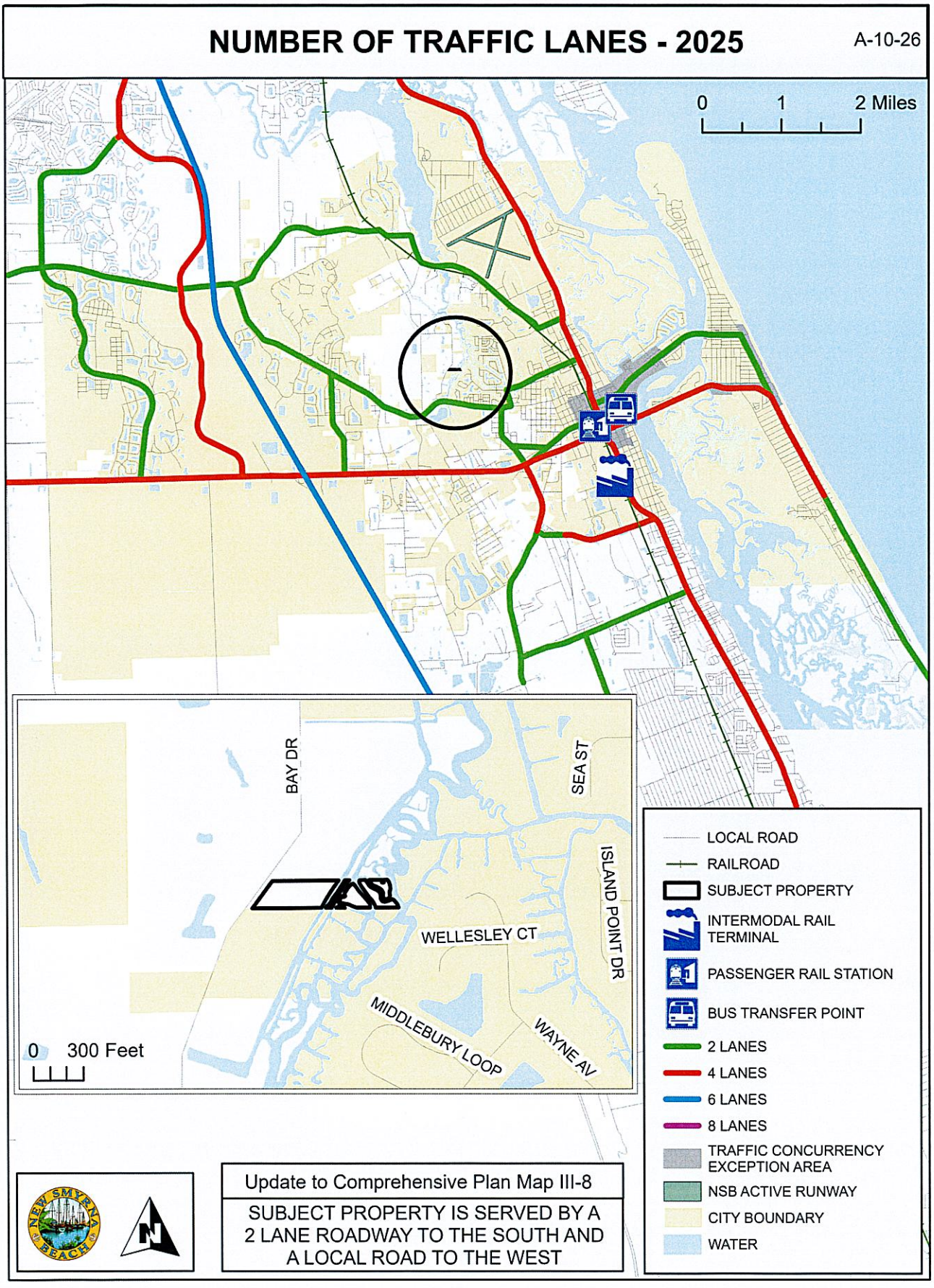

NUMBER OF TRAFFIC LANES - 2025
A-10-26
0 1 2 Miles
BAY DR
SEA ST
ISLAND POINT DR
WELLESLEY CT
MIDDLEBURY LOOP
WAYNE AV
0 300 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE SOUTH AND A LOCAL ROAD TO THE WEST

EXHIBIT "M"

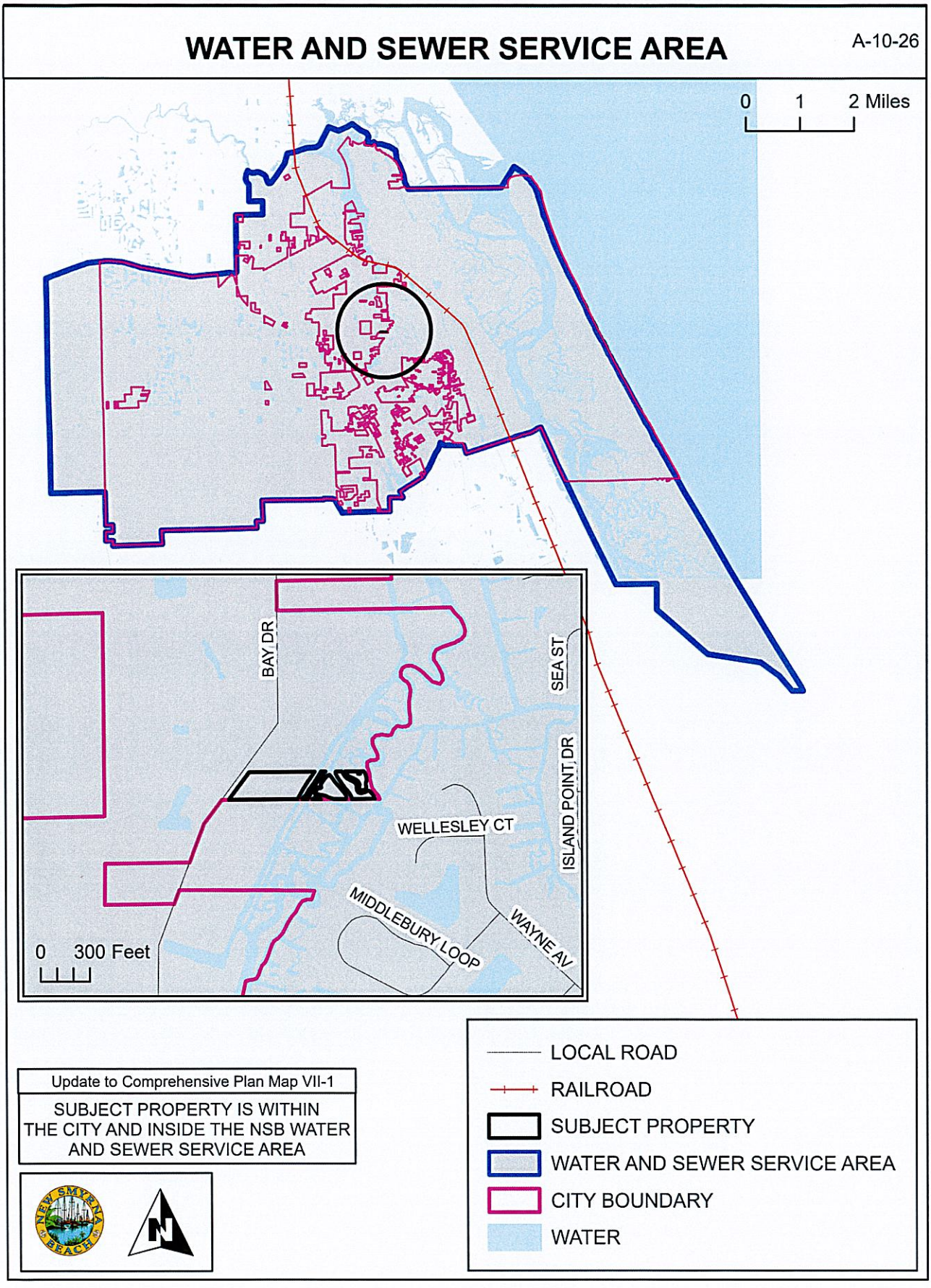

WATER AND SEWER SERVICE AREA
A-10-26
0 1 2 Miles
BAY DR
SEA ST
ISLAND POINT DR
WELLESLEY CT
MIDDLEBURY LOOP
WAYNE AV
0 300 Feet
Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
WATER AND SEWER SERVICE AREA
CITY BOUNDARY
WATER

EXHIBIT "N"

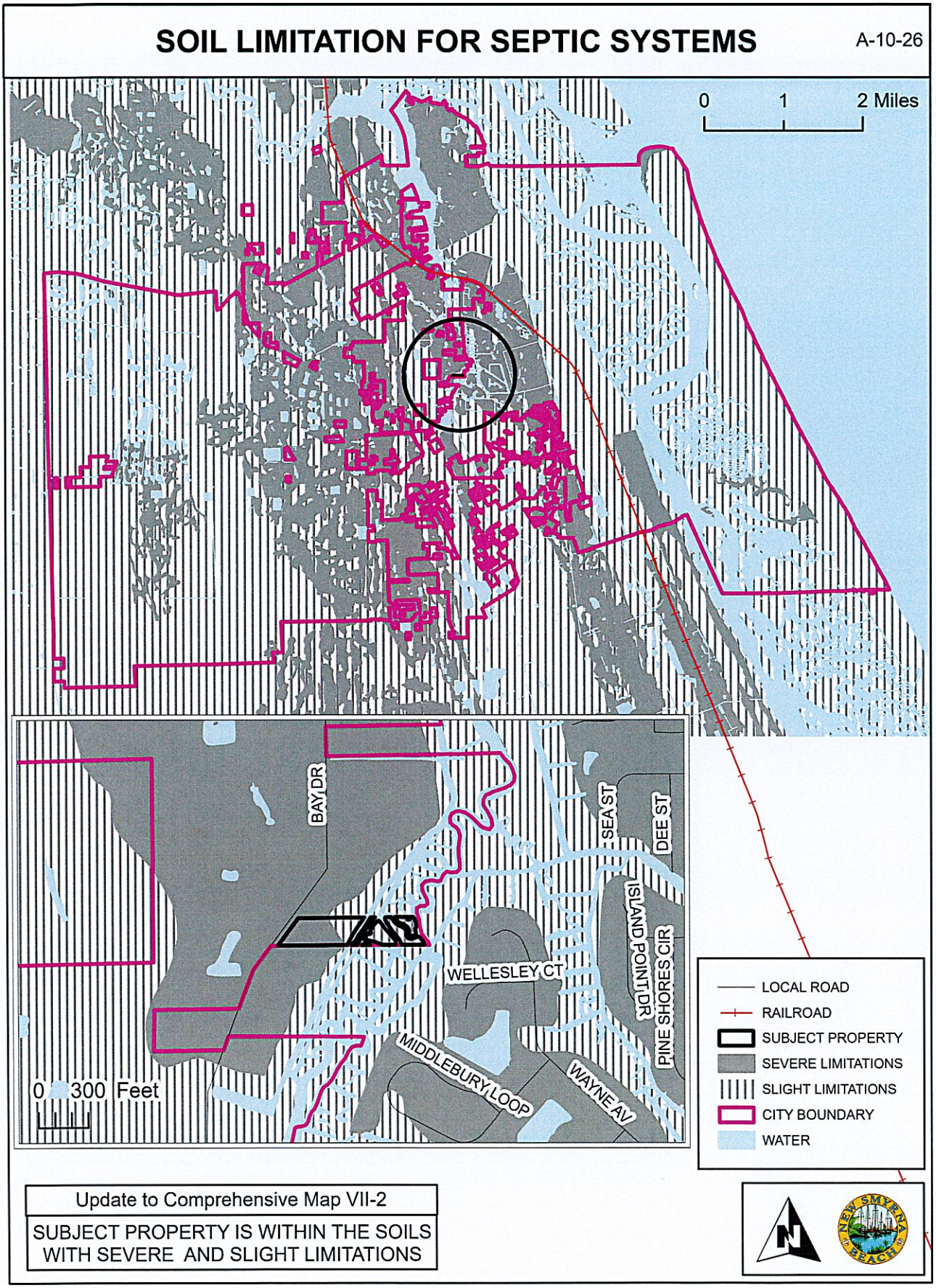

SOIL LIMITATION FOR SEPTIC SYSTEMS
A-10-26
0 1 2 Miles
BAY DR
SEA ST
DEE ST
ISLAND POINT DR
PINE SHORES CIR
WELLESLEY CT
MIDDLEBURY LOOP
WAYNE AV
0 300 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE AND SLIGHT LIMITATIONS
NEW SMYRNA BEACH

EXHIBIT "O"

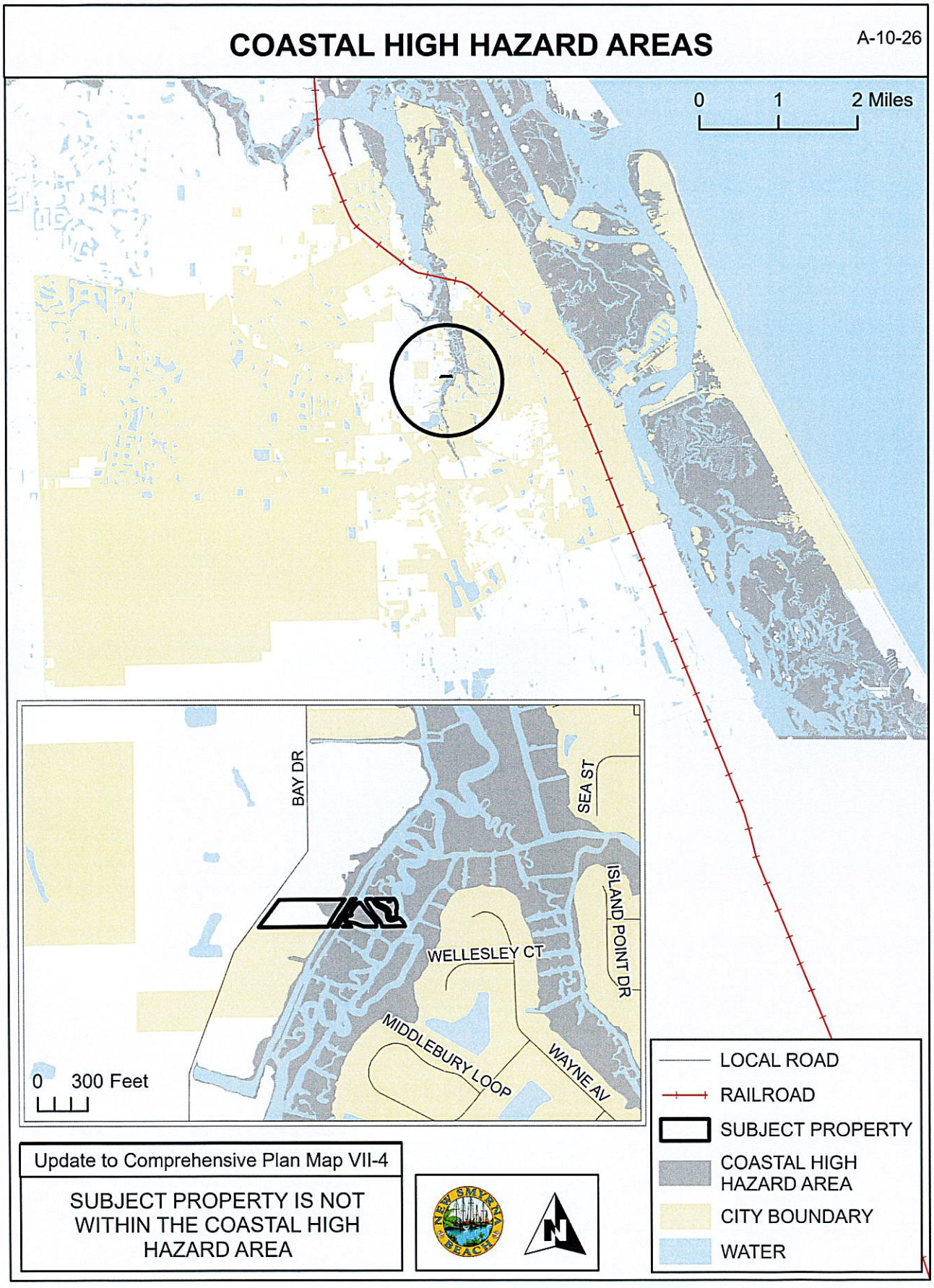

COASTAL HIGH HAZARD AREAS
A-10-26
0 1 2 Miles
BAY DR
SEA ST
ISLAND POINT DR
WELLESLEY CT
MIDDLEBURY LOOP
WAYNE AV
0 300 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EXHIBIT "P"

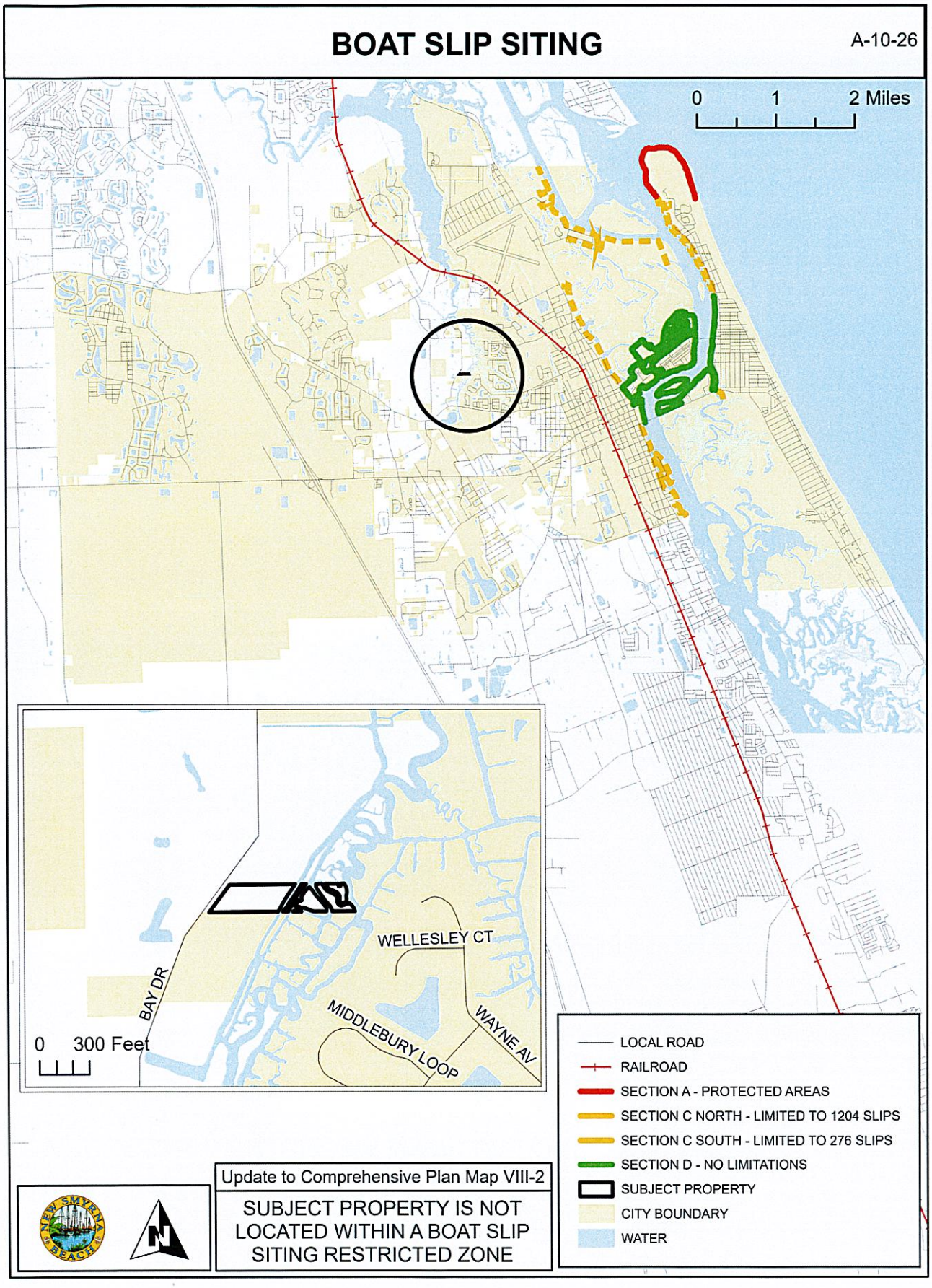

BOAT SLIP SITING
A-10-26
0 1 2 Miles
WELLESLEY CT
BAY DR
MIDDLEBURY LOOP
WAYNE AV
0 300 Feet
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"

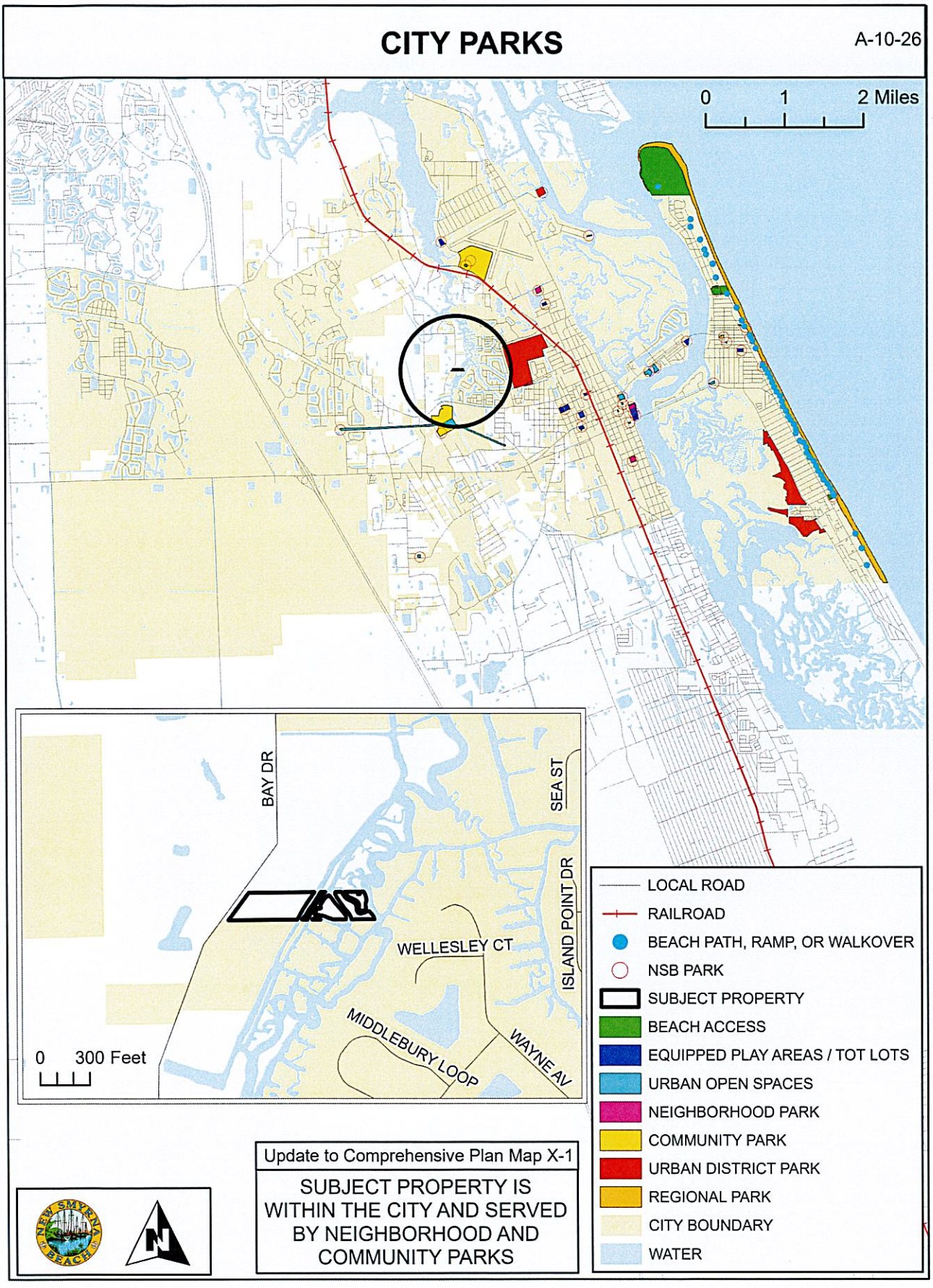
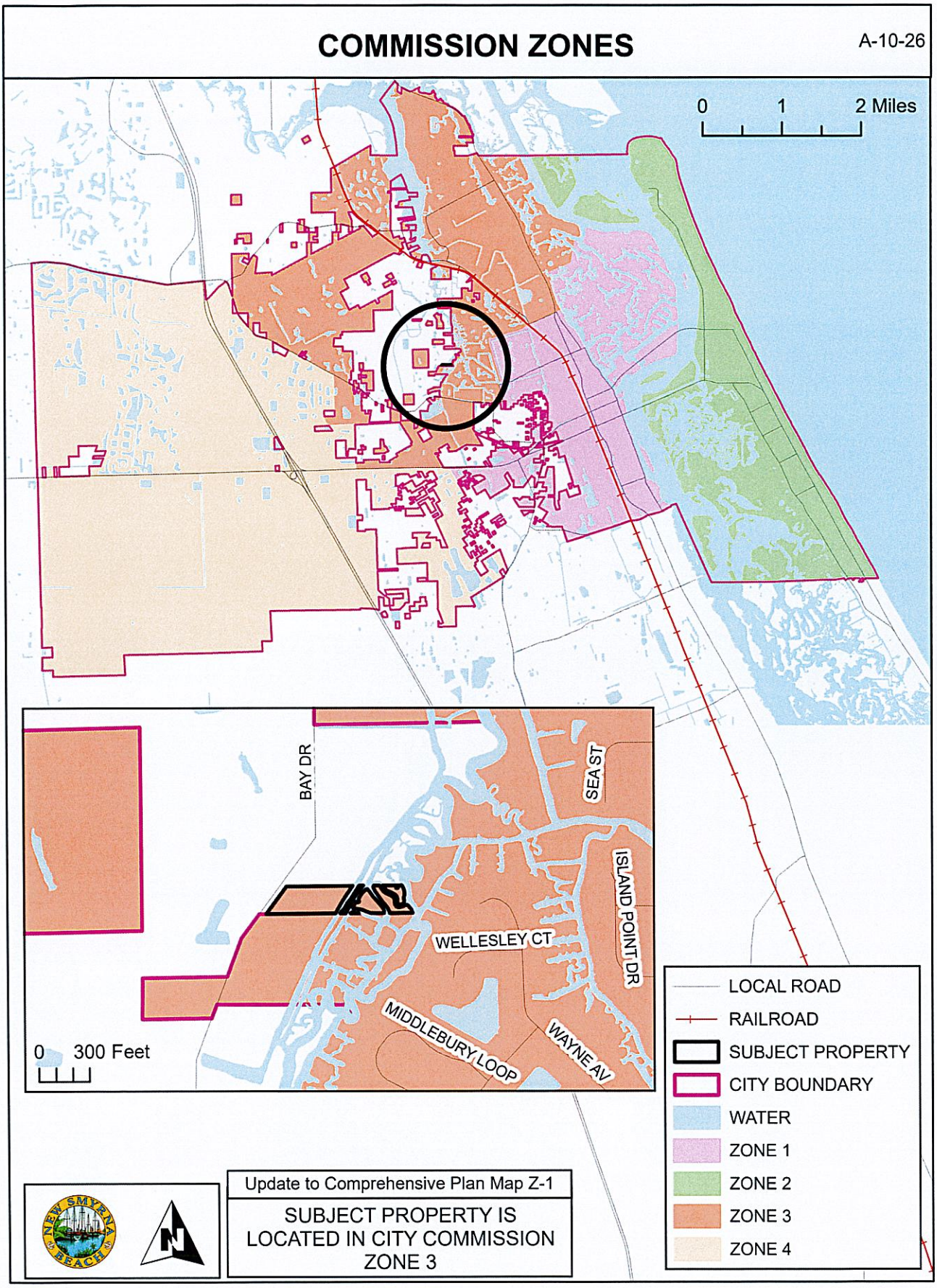

CITY PARKS
A-10-26
0 1 2 Miles
BAY DR
SEA ST
ISLAND POINT DR
WELLESLEY CT
MIDDLEBURY LOOP
WAYNE AV
0 300 Feet
LOCAL ROAD
RAILROAD
BEACH PATH, RAMP, OR WALKOVER
NSB PARK
SUBJECT PROPERTY
BEACH ACCESS
EQUIPPED PLAY AREAS / TOT LOTS
URBAN OPEN SPACES
NEIGHBORHOOD PARK
COMMUNITY PARK
URBAN DISTRICT PARK
REGIONAL PARK
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map X-1
SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

EXHIBIT "R"


COMMISSION ZONES
A-10-26
0 1 2 Miles
BAY DR
SEA ST
ISLAND POINT DR
WELLESLEY CT
MIDDLEBURY LOOP
WAYNE AV
0 300 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 68-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON SECOND READING AND PUBLIC HEARING, WOULD REZONING APPROXIMATELY 2.59 ± ACRES OF LAND TO CONSERVATION FOR A CITY OWNED PARCEL LOCATED AT 835 BAY DRIVE AS PART OF AN OVERALL ANNEXATION APPLICATION.

November 17, 2026

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florid 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168.

Request: Rezoning:

- **From:** Volusia County zoning designation of MH-4, Mobile Home and RC, Resource Corridor with a "A" attached for Airport Height Notification Zone.

- **To:** City zoning designation of Conservation with a "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 2.59 ± acres.
- **Location:** East side of Bay Drive north of Pioneer Trail.

Tax I.D. Number: 7313-00-00-0195.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the Volusia County and the City of New Smyrna Beach, was also approved by the County on May 2, 2013. A new updated

agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Linda Road is currently vacant. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County zoning designation of the subject property is shown on the following map as **Exhibit C**. The current zoning text description for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. In this application, the land was purchased by the City of New Smyrna Beach as part of the Turnbull Creek Land Acquisition Program and the zoning will be downgraded. The existing County zoning designation is MH-4 Mobile Home and Resource Corridor. The proposed City zoning designation is Conservation. A text description of the proposed City Conservation zoning designation, and a map of the proposed changes are attached as **Exhibits F** and **G**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, stormwater management, and public-school facilities. Because the subject property is undeveloped, and because no new improvements are proposed, staff did not prepare a concurrency analysis table for this case. The ISBA map is attached as **Exhibit H**. The legal description and Warranty Deed are attached as **Exhibits I** and **J**.

Recommendations:

At its regular scheduled meeting on November 2, 2026, the Planning and Zoning Board voted, 7-0, to give
a positive recommendation to the City Commission to **approve** the requested rezoning to City Conservation with an “A” attached for Airport Height Notification Zone for city owned property located at 835 Bay Drive as part of an overall annexation application.

The Planning Department also recommends the City Commission to **approve** the requested rezoning to City Conservation with an “A” attached for Airport Height Notification Zone for city owned property located at 835 Bay Drive as part of an overall annexation application.

Fiscal Analysis:
N/A

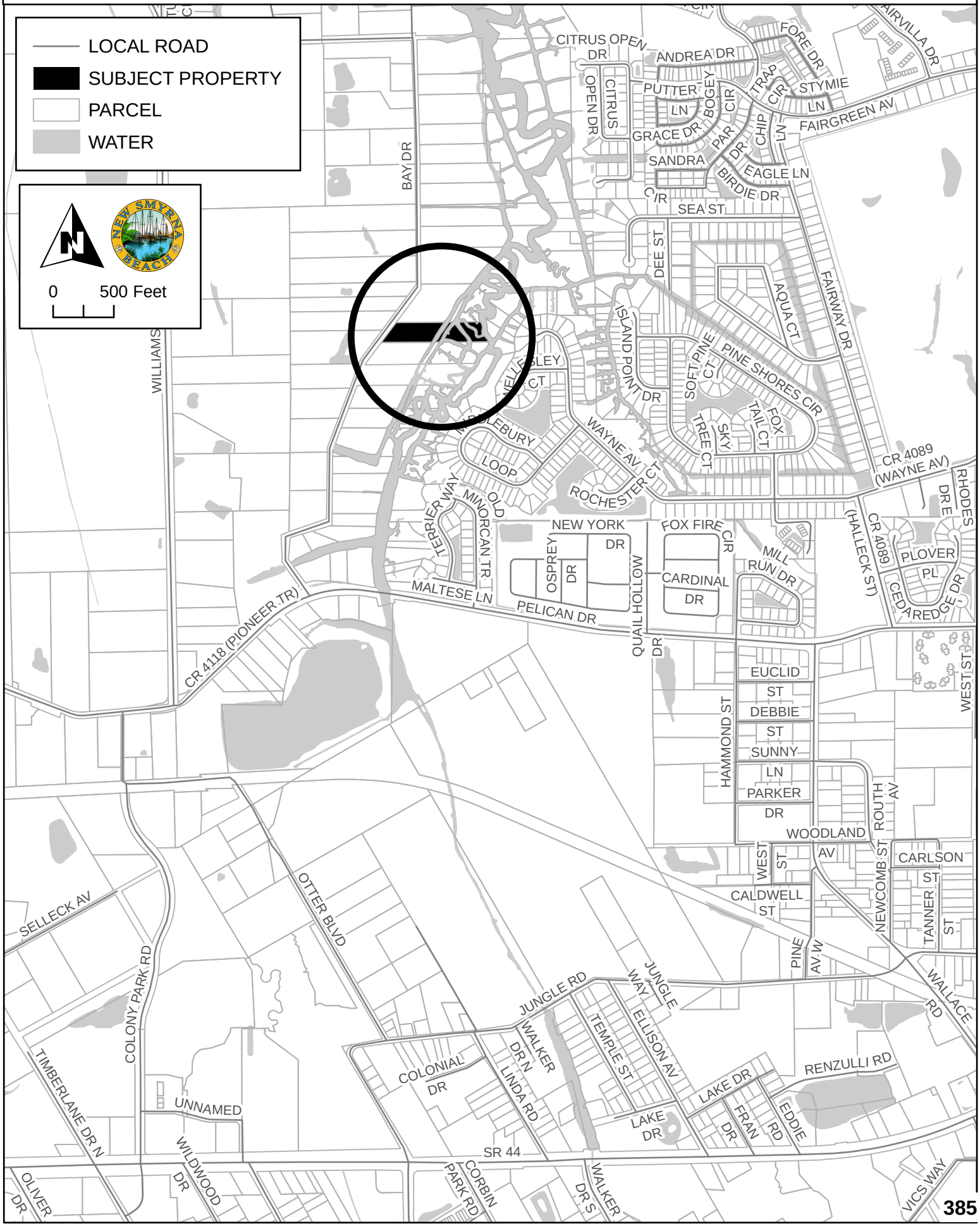
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D County MH-4 & RC Zoning Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Conservation Zoning Text.pdf
Exhibit G Proposed Zoning Map.pdf
Exhibit H Interlocal Service Boundary Agreement Map.pdf
Exhibit I Legal Description.pdf
Exhibit J Warranty Deed.pdf
Business Impact Estimate - Ord 68-26 835 Bay Dr.pdf
Ord 68-26 Rezoning 835 Bay Dr.pdf

A-10-26: 835 BAY DRIVE
PARCEL: 7313-00-00-0195 LOCATION MAP

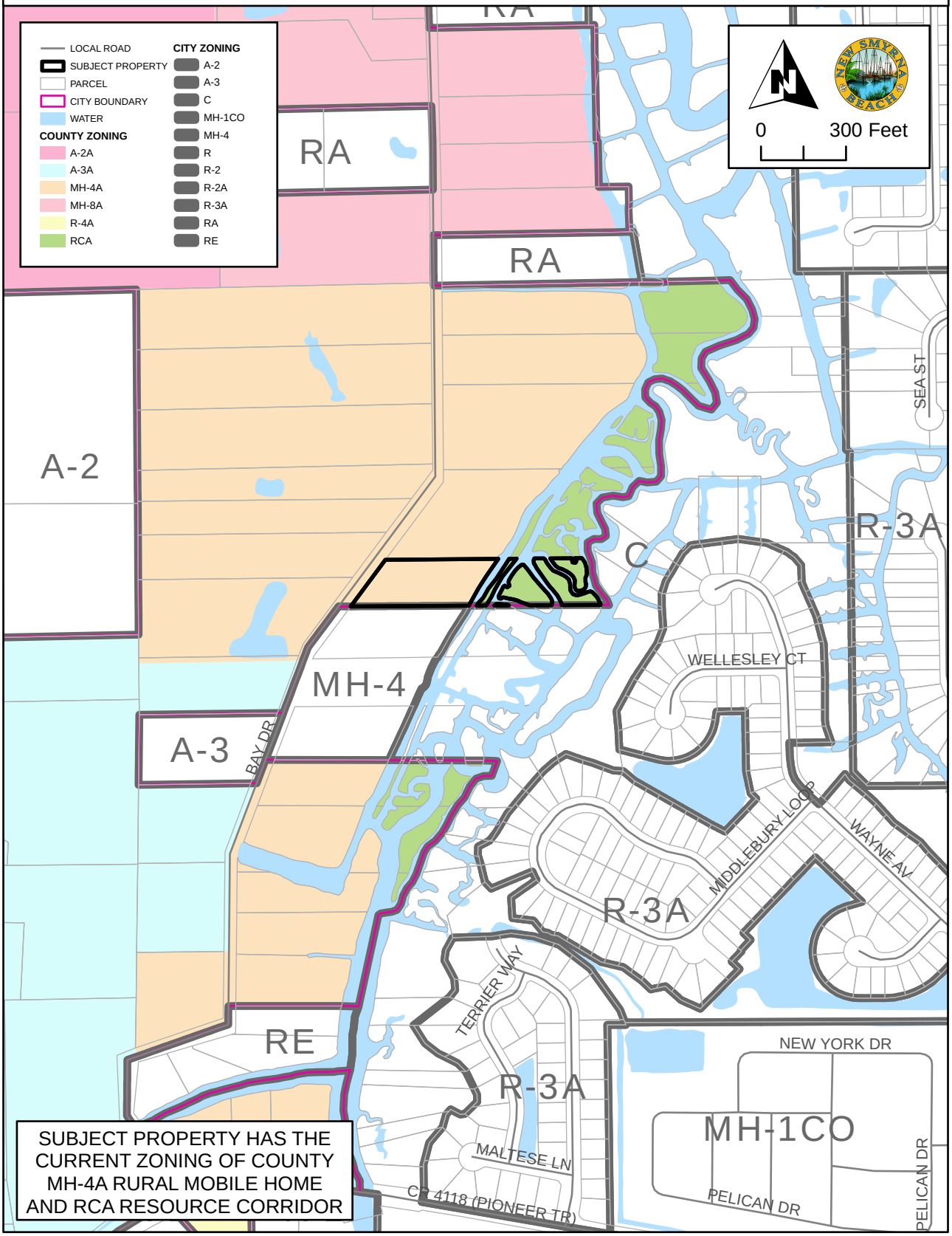


A-10-26: 835 BAY DRIVE
PARCEL: 7313-00-00-0195 AERIAL MAP



EXISTING ZONING

A-10-26



MH-4 RURAL MOBILE HOME CLASSIFICATION

Purpose and intent: The purpose and intent of the MH-4 Rural Mobile Home Classification is to provide for development, in a manner which is consistent with the comprehensive plan, in rural areas of the county and to accommodate existing areas that are predominantly a mixture of single-family and mobile home dwellings.

Permitted principal uses and structures: In the MH-4 Rural Mobile Home Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Communication towers not exceeding 70 feet in height above ground level.

Country clubs.

Essential utility services.

Excavations only for stormwater retention ponds for which a permit is required by this article.

Exempt excavations (refer to subsection 72-293(13)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills (refer to subsection 72-293(24)).

Farm animals and fowl (refer to subsection 72-293(14)).

Fire stations.

Hobby breeder.

Home-based business (refer to section 72-283).

Houses of worship.

Parks and recreation areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Raising of crops and keeping of animals, including aviaries, apiaries, pisciculture and worm raising for personal use (not for resale), accessory to a single-family dwelling. The personal use restriction is not intended to apply to 4-H, FFA or similar educational projects.

Single-family standard, modular, or mobile home dwelling.

Permitted special exceptions requiring Planning and Land Development Regulation Commission (PLDRC) approval: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Animal shelters (refer to subsection 72-293(3)).

Cemeteries (refer to subsection 72-293(7)).

Communication towers exceeding 70 feet in height above ground level (refer to subsection 72-293(9)).

Day care center (refer to subsection 72-293(12)).

Golf courses (refer to subsection 72-293(39)).

Kennels (refer to subsection 72-293(3)).

Off-street parking areas (refer to subsection 72-293(28)).

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to subsection 72-293(36)).

Schools, parochial or private (refer to subsection 72-293(7)).

Uses requiring conditional use permit:

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-293(3).

Recreational areas, unless otherwise listed as a permitted use (refer to subsection 72-293(39)).

Swim clubs (refer to subsection 72-293(39)).

Tennis clubs (refer to subsection 72-293(39)).

Dimensional requirements:

Minimum lot size:

Area: 1 acre.

Width: 100 feet.

Minimum yard requirements:

Front yard: 40 feet.

Rear yard: 40 feet.

Side yard: 15 feet.

Waterfront yard: 40 feet.

Maximum building height: 35 feet.

Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area:

720 square feet.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

Skirting requirement: The area between the ground and floor level of the mobile home dwelling shall be enclosed with block or decorative skirting.

(Ord. No. 81-39, § XX, 11-19-81; Ord. No. 82-20, § XIII, 12-9-82; Ord. No. 84-1, §§ III, VII, XVII, XXI, 3-8-84; Ord. No. 85-2, § I, 3-14-85; Ord. No. 89-20, §§ VI, VII, 6-20-89; Ord. No. 90-34, § 25, 9-27-90; Ord. No. 92-6, § XXVIII, 6-4-92; Ord. No. 94-4, § XXX, 5-5-94; Ord. No. 97-19, § II, 8-7-97; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2009-17, § III, 5-21-09; 2021-14, § II, 7-20-21; Ord. No. 2021-34, § I(Exh. A), 12-14-21; Ord. No. 2023-04, § III, 2-21-23; Ord. No. 2025-20, § IV, 8-18-25)

RC RESOURCE CORRIDOR CLASSIFICATION

Purpose and intent: The purpose and intent of the RC Resource Corridor Classification is to provide protected, natural corridors consisting of environmentally sensitive and ecologically significant lands which connect to other protected areas such as parks and water bodies. The corridor shall provide a contiguous hydroecological pathway, where the wetlands and uplands are integrated and conducive to the maintenance and perpetuation of the system.

Permitted principal uses and structures: In the RC Resource Corridor Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Apiaries; provided, however, that the RC classified area does not comprise part of a lot classified for residential, commercial or industrial use.

Aquatic preserves (state or federal designated).

Aviaries; provided, however, that the RC classified area does not comprise part of a lot classified for residential, commercial or industrial use.

Docks in accordance with section 72-278.

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 3 of the Land Development Code of Volusia County [article III] and/or final plan review procedures of this article.

Fire stations.

Fishing, hunting and wildlife management areas.

Historical or archeological sites.

Hobby breeder.

Home-based business (refer to section 72-283).

Pasture for the grazing, boarding or raising of livestock, subject to the maximum lot coverage requirements below.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Silvicultural operations, which follow the most up to date state-prescribed best management practices.

Single-family standard, modular or mobile home dwelling.

Worm raising, provided, however, that the RC classified area does not comprise part of a lot classified for residential, commercial or industrial use.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Animal shelters.

Communication towers exceeding 70 feet in height above ground level.

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).

Except for those permitted principal uses and special exceptions listed hereunder, all agricultural pursuits, including the processing, packaging, storage and sale of agriculture products which are raised on the premises; provided however, that the total land area devoted to agricultural uses, including improved pasture, does not exceed 20 percent of the total lot area zoned RC and further provided that the RC classified area does not comprise part of a lot classified for residential commercial or industrial use.

Hunting camps.

Kennels.

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to section 72-293(1)).

Riding stables.

Dimensional requirements for lots, parcels and tracts of land zoned in its entirety as resource corridor.

Minimum lot sizes:

Area: 25 acres.

Width: 150 feet.

Minimum yard size:

Front yard: 50 feet.

Rear yard: 50 feet.

Side yard: 50 feet.

Waterfront yard: 75 feet.

Maximum building height: 45 feet.

Maximum lot clearance and coverage: Lot clearance can not exceed 20 percent. The area covered with principal and accessory buildings shall not exceed ten percent.

Minimum floor area: 750 square feet.

Dimensional requirements for lots, parcels or other tracts of land which are zoned a mixture of RC and another zone classification: In instances where Resource Corridor boundaries split existing lots parcels or tracts of land, the subject property may be subdivided into lots meeting the minimum lot area and width requirements of the zoning classification of the property not classified as Resource Corridor, providing that Resource Corridor classified lands are not counted as meeting part of the minimum lot area or lot width requirements of the other zone classification. In such instances, there shall be no minimum area or width requirements for the portion of the lot classified as RC. Development of lots classified as a mixture of RC and another zone classification shall be subject to the provisions of subsection 72-136(10) of this article.

Minimum lot size:

Area: No minimum for the portion of the lot classified as RC, providing that the minimum area requirement for the portion of the lot classified other than RC is met.

Width: No minimum for the portion of the lot classified as RC, providing that the minimum with requirement for the portion of the lot classified other than RC is met.

Minimum yard sizes: As provided for under subsection 72-136(10) of this article.

Maximum building height: 45 feet.

Maximum lot coverage: Lot clearance on the portion of the lot classified as RC cannot exceed 20 percent, and no more than ten percent of the portion of the lot classified as RC may be covered with principal and accessory buildings. The portion of the lot classified other than RC shall be subject to the maximum lot coverage requirements of that zone classification.

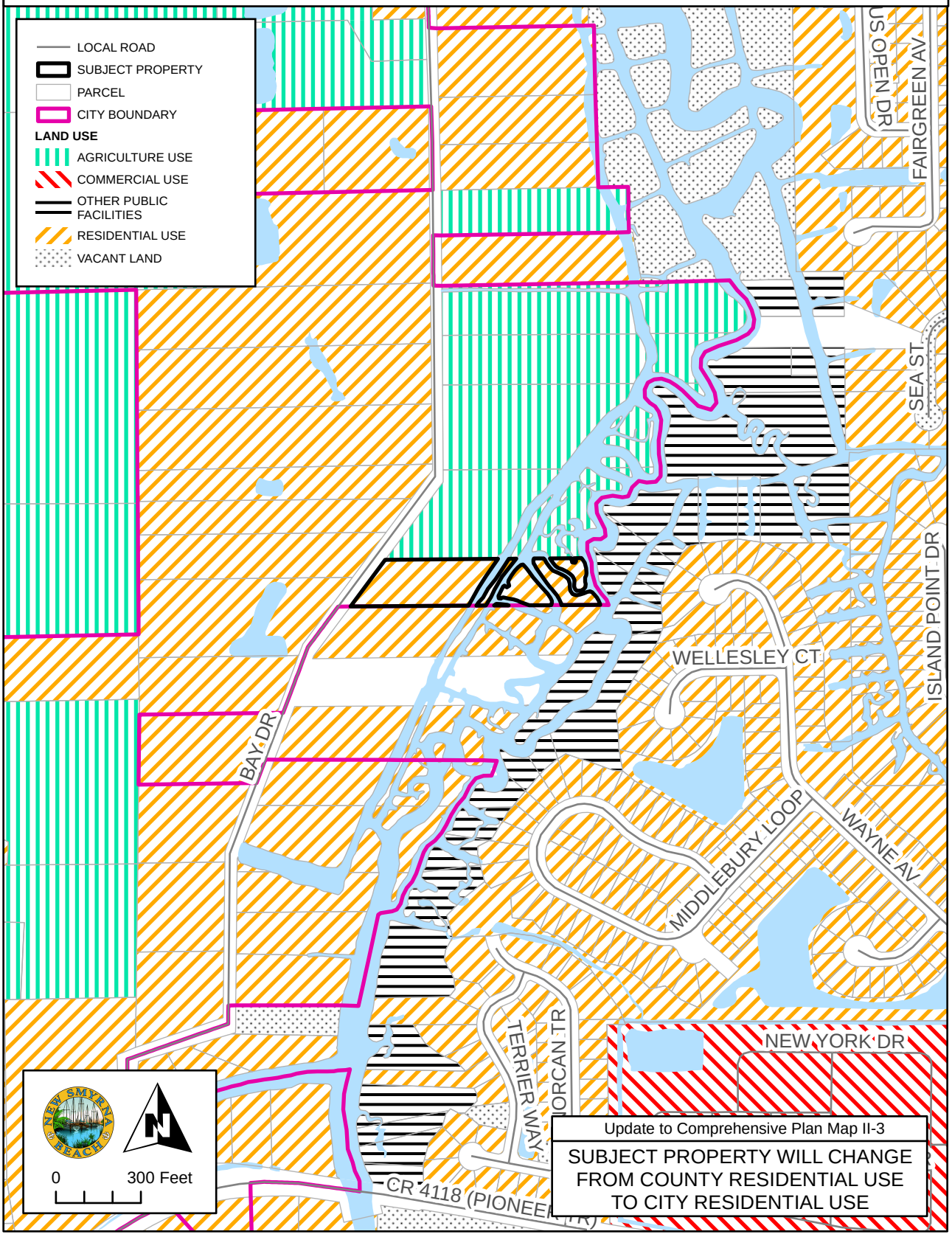
Minimum floor area: As required for the portion of the lot not classified as RC.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

Skirting requirements for mobile home dwelling: The area between the ground and floor of the mobile home dwelling shall be enclosed with skirting.

EXISTING LAND USE DESIGNATIONS

A-10-26



C, CONSERVATION DISTRICT

Intent. The C, Conservation District, is designed to:

(1) Protect persons and private property from the hazards of flood water inundation and to protect the community from costs which are incurred when urban development occurs in flood plains; and
(2) Conserve important natural and historic resources for ecological purposes and for the enjoyment and education of future residents.

Permitted uses.

Fishing and picnicking
Nature trails and exhibits
Park ranger residence, State of Florida or Volusia County. The structure may be occupied by only one State of Florida or Volusia County Park Ranger and his family. Said ranger must be a state certified law enforcement officer. The structure shall be built in accordance with the requirements of the R-2, Single-Family Residential District in this LDR.
Public and private parks
Public utility lines and utility facilities
Silvicultural operations which follow state-prescribed best management practices

Permitted accessory uses.

Incidental uses
Recreation facilities related to the permitted uses

Special exceptions.

Fishing, hunting or nonprofit organizations camps
Riding stables

Dimensional requirements.

Minimum lot size.
Area: 20,000 square feet
Depth: 200 feet
Width: 100 feet
Minimum yard size.
Front yard: 40 feet, or as required per [sub]section 504.01M. of this LDR
Rear yard: 30 feet
Side yard: Ten feet

Minimum setback from wetlands.
Any jurisdictional wetland line: 25 feet towards upland

Maximum building coverage. The total area covered with buildings on any lot shall not exceed 30 percent of the total lot area.

Maximum impervious coverage. The total area covered with impervious materials on any lot shall not exceed 35 percent of the total lot area.

Maximum principal building height. 35 feet above finished grade.

Landscaping. Landscaped buffer area(s) as defined in this LDR shall be required at property lines as follows:

(1) All front property lines; and
(2) Along side or rear lot line abutting a residentially zoned lot.

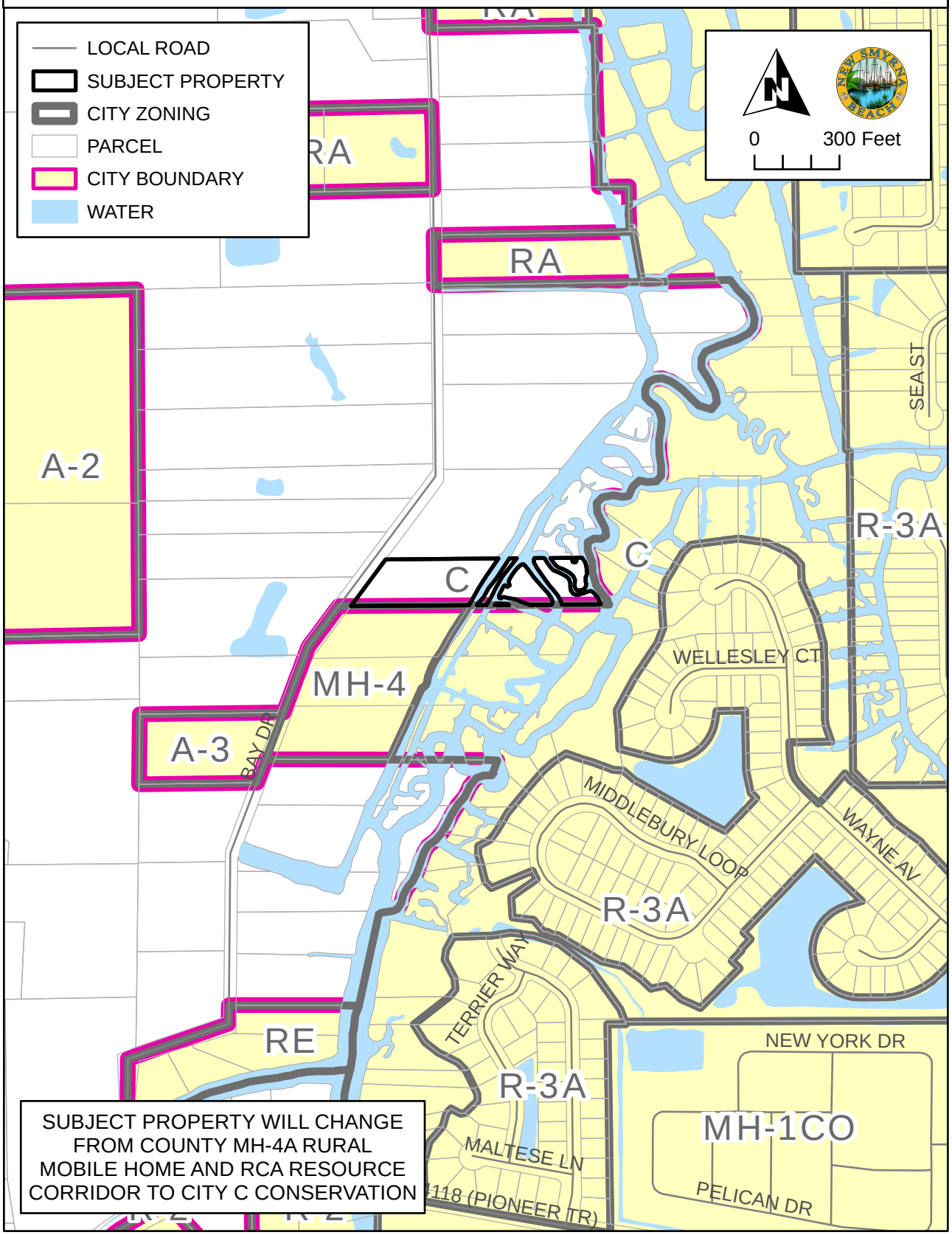
Visibility at intersections. Visibility at intersections shall be provided as required in this LDR.

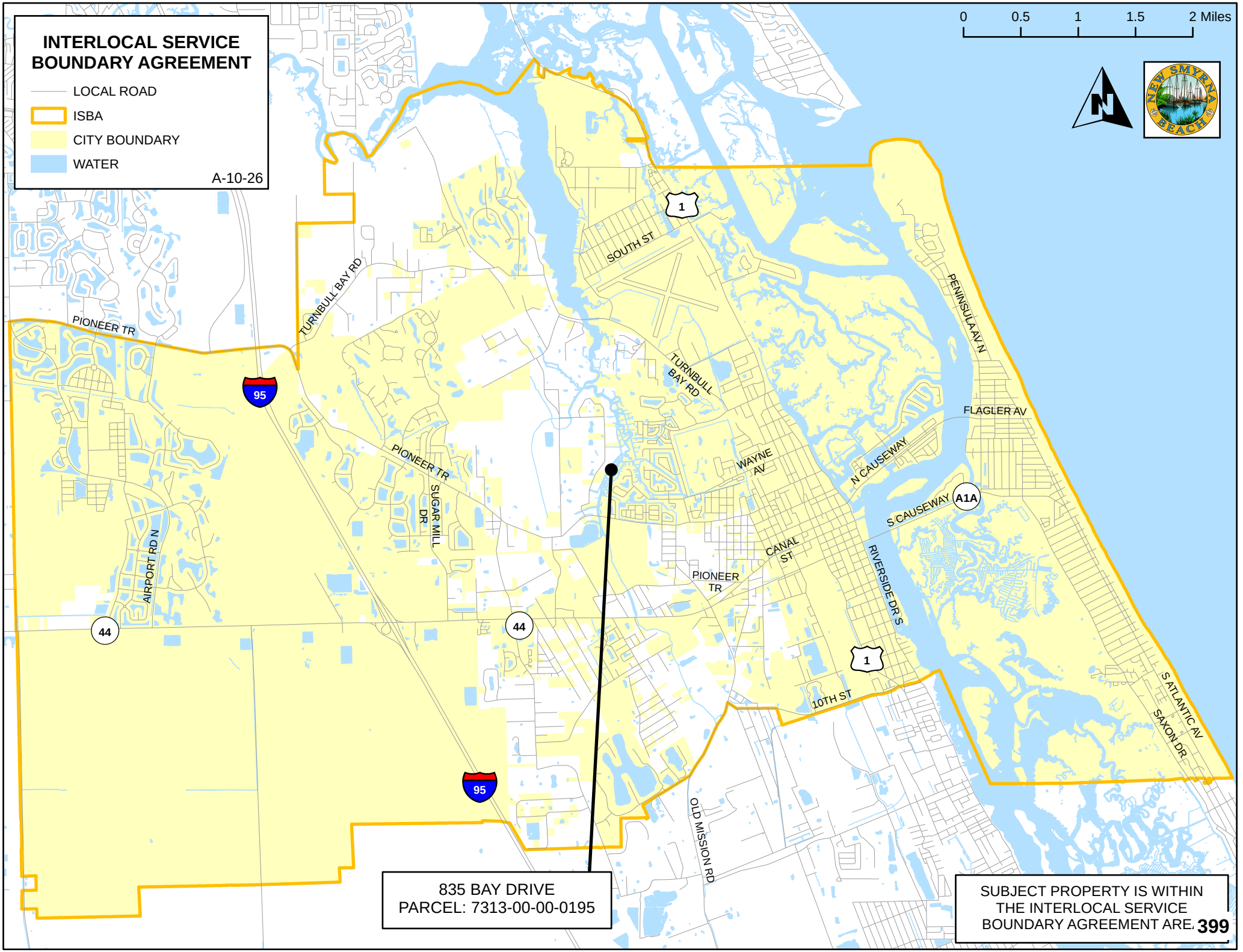
Off-street parking. Off-street parking shall be provided as required in this LDR.

Building projections. There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than five feet to a property line; and those structures allowed in [sub]section 804.03.

PROPOSED ZONING

A-10-26




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-10-26
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
835 BAY DRIVE
PARCEL: 7313-00-00-0195
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ARE.
399

LEGAL DESCRIPTION

Address:
835 Bay Drive, New Smyrna Beach, Florida 32168

Parcel Number
7313-00-00-0195

AltKey Number:
3705386

Metes and Bounds by Michael Lyons Esq. Coronado Law Group, PLLC:

The following described land, situate, lying and being in Volusia County, Florida:

Property in the Northwest one-quarter (1/4) of the Northwest one-quarter (I/4) of Section 13, Township 17 South, Range 33 East, described as follows:

Commence at the Northwest corner of said Northwest one-quarter (1/4) of the Northwest one-quarter (1/4); thence N 89° 50' 00" E, along the North line of said Northwest one-quarter (I/4) of the Northwest one-quarter (I/4), 743.28 feet; thence South and parallel to the West line of Northwest one-half (1/2) of the Northwest one-quarter (1/4), 650 feet; thence S. 36° 01' 30" W, 385 feet for the Point of Beginning; thence S 36° 01' 00" W, 205.6 feet; thence N 89° 50' E, 780 feet to the centerline of Turnbull Creek; thence Northerly along said centerline to a point which is N 89° 50' E, 791.88 feet from the point of beginning; thence S 89° 30' W, 791.88 feet to the point of beginning.

9/1/2026 2:38:08 PM Instrument #2026161303 #1 Book:8900 Page:817
Doc Stamps $3,150.00 Transfer Amt $450,000.00

Prepared by and return to:
Michael Lyons, Esq.
Coronado Law Group, PLLC
221 N. Causeway, Ste. A
New Smyrna Beach, FL 32169
(386) 427-5227
File Number: 2026-2600622

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 25 day of August, 2026 between **Michael Polczynski and Ann Lisk Polczynski a/k/a Antoinette L. Lisk, Husband and Wife, conveying non homestead property** whose post office address is **2609 Clemson Road, Jacksonville, FL 32217**, grantor, and **The City of New Smyrna Beach, a Municipal** whose post office address is **210 Sams Avenue, New Smyrna Beach, FL 32168**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Volusia County**, Florida to-wit:

Legal: The following described land, situate, lying and being in Volusia County, Florida: Property in the Northwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section 13, Township 17 South, Range 33 East, described as follows: Commence at the Northwest corner of said Northwest one-quarter (1/4) of the Northwest one-quarter (1/4); thence N 89° 50' 00" E, along the North line of said Northwest one-quarter (1/4) of the Northwest one-quarter (1/4), 743.28 feet; thence South and parallel to the West line of Northwest one-half (1/2) of the Northwest one-quarter (1/4), 650 feet; thence S. 36° 01' 30" W, 385 feet for the Point of Beginning; thence S 36° 01' 00" W, 205.6 feet; thence N 89° 50' E, 780 feet to the centerline of Turnbull Creek; thence Northerly along said centerline to a point which is N 89° 50' E, 791.88 feet from the point of beginning; thence S 89° 30' W, 791.88 feet to the point of beginning.

Parcel Number: 731300000195

Common Address: 835 Bay Dr., New Smyrna Beach, FL 32168

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2025.

Subject to taxes for 2026 and subsequent years; covenants, conditions, restrictions, easement, reservations, limitations of record if any.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name: LAWRENCE C. VISNER
Mailing Address: ~~221 N. Causeway, Suite A~~ 532 Lafayette ~~New Smyrna Beach, FL 32169~~ Grand Haven, MI 49417

Michael Polczynski

Witness
Printed Name: Suzanne V. Canevello
Mailing Address: ~~221 N. Causeway, Suite A~~ 532 Lafayette ~~New Smyrna Beach, FL 32169~~ Grand Haven, MI 49417

Witness
Printed Name: LAWRENCE C. VISNER
Mailing Address: ~~221 N. Causeway, Suite A~~ 532 Lafayette ~~New Smyrna Beach, FL 32169~~ Grand Haven, MI 49417

Ann Lisk Polczynski AKA Antoinette L. Lisk

Ann Lisk Polczynski a/k/a Antoinette L. Lisk

Witness
Printed Name: Suzanne V. Canevello
Mailing Address: ~~221 N. Causeway, Suite A~~ 532 Lafayette ~~New Smyrna Beach, FL 32169~~ Grand Haven, MI 49417

State of Michigan
County of Ottawa

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 25th day of August, 2026 by Michael Polczynski and Ann Lisk Polczynski a/k/a Antoinette L. Lisk who [ ] are personally known or [X] have produced drivers' licenses as identification.

[Seal]

Notary Public
Print Name: Suzanne V. Canevello

Suzanne V Canevello
Notary Public State of Michigan
Ottawa County
My Commission Expires 6/8/2031
Acting in the County of Ottawa

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 68-26 Rezoning 835 Bay Dr.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ordinance No. 68-26 rezones the land annexed by Ordinance No. 66-26 to conservation zoning.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

None.

ORDINANCE NO. 68-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 2.6± ACRES OF PROPERTY LOCATED ON THE EAST SIDE OF BAY DRIVE, NORTH OF PIONEER TRAIL, ADDRESSED AS 835 BAY DRIVE, FROM VOLUSIA COUNTY *MH-4 A, (MOBILE HOME)* AND *RC (RESOURCE CORRIDOR) AIRPORT OVERLAY* TO CITY *C A, CONSERVATION AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 2.6± acres of property located on the east side of Bay Drive, north of Pioneer Trail, addressed as 835 Bay Drive, from Volusia County *MH-4 A, Mobile Home* and *RC Resource Airport Overlay* to City *C A, Conservation Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on November 2, 2026, by a vote of 7-0, recommended that the City Commission approve the requested rezoning; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

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

SECTION 1: ***Rezoning.*** That the 2.6± acres of property located on the east side of Bay Drive, north of Pioneer Trail, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7313-00-00-0195
835 Bay Drive

The following described land, situate, lying and being in Volusia County, Florida:

Property in the Northwest one-quarter (1/4) of the Northwest one-quarter (I/4) of Section 13, Township 17 South, Range 33 East, described as follows:

Commence at the Northwest corner of said Northwest one-quarter (1/4) of the Northwest one-quarter (1/4); thence N 89o 50' 00" E, along the North line of said Northwest one-quarter (I/4) of the Northwest one-quarter (I/4), 743.28 feet; thence South and parallel to the West line of

Northwest one-half (1/2) of the Northwest one-quarter (1/4), 650 feet; thence S. 36° 01' 30" W, 385 feet for the Point of Beginning; thence S 36° 01' 00" W, 205.6 feet; thence N 89° 50' E, 780 feet to the centerline of Turnbull Creek; thence Northerly along said centerline to a point which is N 89° 50' E, 791.88 feet from the point of beginning; thence S 89° 30' W, 791.88 feet to the point of beginning.

shall be and the same is hereby rezoned from Volusia County *MH-4 A, Mobile Home* and *RC Resource Airport Overlay* to City *C A, Conservation Airport Overlay* zoning district.

SECTION 2: ***Quasi-Judicial Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on December 8, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date***. That this ordinance shall become effective THIRTY ONE (31) days following adoption of Ordinance No. 67-26, the Small Scale Comprehensive Plan Amendment for the subject property, by the City Commission unless a challenge is filed to said ordinance under §163.3187, F.S. In the event that Ordinance No. 67-26, the Small Scale Comprehensive Plan Amendment, is challenged this ordinance shall become effective upon the state land planning agency or the Administration Commission, respectively, issuing a final order determining that the adopted small scale development amendment is in compliance.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 11/6/2026

Docusign Envelope ID: AB71F7A8-58F0-81A1-806A-CF12CC01D681

FIRST RENEWAL AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT FOR STREET SWEEPING AND CLEANING
USA SERVICES OF FLORIDA, LLC

THIS FIRST RENEWAL AMENDMENT (the "Amendment") is entered into by and between the CITY OF NEW SMYRNA BEACH, a Florida municipal corporation (the "City"), and USA SERVICES OF FLORIDA, LLC., (the "Consultant"). The City and the Consultant may each be referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into that certain Professional Services Agreement for Street Sweeping and Cleaning Services dated December 6, 2023, arising from ITB 33-23-MO (the "Agreement"); and

WHEREAS, the Agreement provided for an initial three-year term ending December 5, 2026, and one optional three-year renewal; and

WHEREAS, the initial term will expire, and the Parties desire to exercise the optional three-year renewal effective December 6, 2026, to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated into this Amendment.

2. Execution; Amendment Effective Date; Renewal Term. This Amendment shall be executed as of the date on which it has been signed by both Parties and all approvals required by the City have been obtained (the "Amendment Effective Date"). The Amendment Effective Date shall be the date on which this Amendment becomes legally binding and shall not be construed as the date on which the renewal term commenced. Subject to the foregoing execution and approval requirements, the Parties agree to renew and extend the Agreement for one additional three-year term beginning December 6, 2026, and ending on December 5, 2029 (the "Renewal Term").

3. Ratification. Except as expressly modified by this Amendment, the Agreement, including its attachments, addenda, and incorporated procurement documents, is ratified and remains unchanged and in full force and effect. The Parties ratify and confirm their respective performance under the Agreement on and after December 6, 2026.

4. Conflict. If a conflict exists between this Amendment and the Agreement, this Amendment controls. Capitalized terms not defined in this Amendment have the meanings assigned in the Agreement.

5. Counterparts and Electronic Signatures. This Amendment may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic and facsimile signatures shall have the same force and effect as original signatures.

6. Authority. Each person signing this Amendment represents that he or she is duly authorized to execute and deliver this Amendment on behalf of the Party for whom the person signs.

7. Anti-Human Trafficking Affidavit. As a condition precedent to the City's execution of this Amendment, the Consultant shall execute and deliver the Anti-Human Trafficking Affidavit attached to this Amendment as **Exhibit "A"** and incorporated herein by reference. The affidavit shall comply with section 787.06(13), Florida Statutes, be signed under penalty of perjury by an officer or representative authorized to bind the Consultant, and attest that the Consultant does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.

8. Phased Price Increases. The prices and rates payable under the Agreement during the Renewal Term shall be adjusted as follows: (a) for Year 1, December 6, 2026, through December 5, 2027, the prices and rates in effect immediately before the Renewal Term shall increase by four percent (4%); (b) for Year 2, December 6, 2027, through December 5, 2028, the Year 1 prices and rates shall increase by two percent (2%); and (c) for Year 3, December 6, 2028, through December 5, 2029, the Year 2 prices and rates shall increase by two percent (2%). Each increase shall take effect only at the beginning of the applicable renewal year and shall apply only to services performed during that year. These increases are cumulative, with each increase calculated using the prices and rates applicable to the immediately preceding year, and shall be in lieu of, and not in addition to, any other annual price escalation under the Agreement during the Renewal Term.

CITY OF NEW SMYRNA BEACH	USA SERVICES OF FLORIDA, LLC
By: _____	By: Signed by: Chris Chiodo C66D9BA1F4BD490... ERIN QUINN, SECRETARY
Fred E. Cleveland, Mayor	Chris Chiodo COO
Date: _____	Date: 11/9/2026

Attest: _____
Sharon Taylor-Harding, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ Date _____
Carrie Avallone, Esq, City Attorney

END OF FIRST RENEWAL AMENDMENT